JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, September 24, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation to be given by Fourth Ward Councilmember Conner Wood

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

   A. A Proclamation thanking Bob Bull and Community Mental Health Partners of Southeast Michigan for their work to prevent suicide in our veteran community.

6. **PUBLIC HEARINGS.**

   A. Pursuant to the City of Jackson Addressing Policy, conduct a public hearing on September 24th, 2024 regarding the proposed street naming of Milwaukee Street to Carl Breeding Way.

   B. Conduct a Public Hearing to Receive Citizen Comments for the City's CDBG and HOME performance

   Conduct a Public Hearing to Receive Citizen Comments for the City's

Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) performance for the 2023-2024 fiscal year.

C. Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #1 to the 2024-2025 Annual Action Plan

Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #1 to the 2024-2025 Annual Action Plan, for the reallocation of Home Investment Partnership Program (HOME) funds.

D. Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #7 to the 2019-2020 Annual Action Plan

Conduct a Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #7 to the 2019-2020 Annual Action Plan, for the reallocation of Community Development Block Grant – Coronavirus (CDBG-CV) funds.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the September 10, 2024, Regular Meeting of the Jackson City Council

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. The third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal

Approval of the third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $93,063 for the fiscal year 2024/25.

B. Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract

number 24000000167 for a total purchase price of $78,357.

Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract number 24000000167 for a total purchase price of $78,357.

C. Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

D. Contract Award for 2025 Major Street Engineering.

Approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of $209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

E. Recommendation of Approval of Third Extension of the 2022 As Needed Materials Testing Services Contract.

Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of $125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

F. Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

G. Approve Substantial Amendment #1 for the reallocation of HOME funds

Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

H. Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds

Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and

Urban Development (HUD).

I. Approve proposed zoning ordinance text amendments.

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

J. Phase Three Marihuana License - SMOK Holdings Co., LLC

K. A resolution renaming Milwaukee Street to Carl Breeding Way

A resolution renaming Milwaukee Street from Alpine Lane south to the city limits at Dale Street to Carl Breeding Way.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

PROCLAMATION

WHEREAS, September is National Suicide Awareness Month; and

WHEREAS, members of our military may experience stress and grief during or after their service that can influence their mental health; and

WHEREAS, military service in the United States is voluntary, and those selflessly choosing to serve our country often do so with great personal sacrifice in order to ensure the freedoms our nation holds dear; and

WHEREAS, for our veterans and active service members, suicides outnumber combat deaths, and are the 2nd leading cause of death; and

WHEREAS, in the State of Michigan, there are nearly 200 veteran and service member suicides annually; and

WHEREAS, in 2022, President Biden federally mandated 988, the National Suicide and Crisis Lifeline to quickly connect people with the support they need. Call or text 988 to reach a trained crisis counselor for free, confidential support right away; and

WHEREAS, Community Mental Health Partners of Southeast Michigan, a group of local community members and organizations, is dedicated to raising awareness of veteran suicide, and works to support military families as they fight the stigma surrounding mental health challenges; and

WHEREAS, Community Mental Health Partners of Southeast Michigan assists those current and former service members as they seek support and treatment to help them heal; and

WHEREAS, the goal of the group is to prevent any suicide from any of our country's current and former defenders.

NOW, THEREFORE, I, DANIEL J. MAHONEY, Mayor of the City of Jackson, Michigan, do hereby express my sincere appreciation to Bob Bull and Community Mental Health Partners of Southeast Michigan for their tireless efforts among our military populations, and for being the beacon for hope when some feel hopeless. I encourage the residents of the City of Jackson to offer their support to this important cause as well.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Seal of the City of Jackson, Michigan to be affixed on this 24th day of September, 2024.

_____

Daniel J. Mahoney, Mayor

CITY COUNCIL MEETING MINUTES

September 10, 2024

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by 3rd Ward Councilmember Angelita Gunn.

ROLL CALL:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Shalanda Hunt, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Deputy Director of Police Services Sergio Garcia, Deputy Fire Chief Tim Gonzales, and City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to adopt the agenda. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard, and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the August 13, 2024, Regular Meeting of the Jackson City Council
Approve the minutes of the August 13, 2024, regular meeting of the Jackson City Council.

B. Jackson Public Arts Commission Appointment
Approve the Mayor's recommendation to appoint Jeremy Frew to the Jackson Public Arts Commission as an ex-officio member representing Ella Sharp Museum, for a term of three years, beginning immediately and ending on May 28, 2027.

C. Human Relations Commission Appointment
Approve the Mayor's recommendation to appoint Donna Brown to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2026, in concurrence with the HRC recommendation

D. City of Jackson, Michigan Financial Statements as of and for the one month ended July 31, 2024.

E. 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)--Draft
Receive and place on file a draft of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

F. Special Event Application: Walk to End Alzheimer's 2024
Approve a request from the Alzheimer's Disease & Related Disorders Association to host their 2024 Walk to End Alzheimer's on October 5, 2024, on the streets of downtown Jackson.

G. Establish a Public Hearing – Street Renaming
Pursuant to the City of Jackson Addressing Policy, conduct a public hearing on September 24, 2024 regarding the proposed street naming of Milwaukee Street to Carl Breeding Way.

H. Establish Public Hearing – Brown Street Construction, Denton - High.
Establish October 8, 2024, at the City Council meeting as the time and place to hold a public hearing regarding impacts to pedestrian and non-motorized routes during construction on Brown Street between Denton and High.

Motion was made by Councilmember Gunn, seconded by Vice Mayor Dancy to approve the consent calendar. Councilmember Hunt requested Items E and G be removed for separate consideration. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to receive and place on file a draft of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to conduct a public hearing on September 24, 2024, regarding the proposed street naming of Milwaukee Street to Carl Breeding Way. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

OTHER BUSINESS: none.

NEW BUSINESS:

A. Region 2 Planning Commission Invoice – Local Share Cost of JACTS Unified Work Program FY 2024.
Recommendation: *Approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2024, in the amount of $27,883.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2024, in the amount of $27,883.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

B. Amendment 2 to the 23-001 Major Street Engineering Contract.
Recommendation: *Approval of Amendment 2 to the 23-001 Major Street Engineering contract with Rowe Professional Services Company of Flint, MI, at a not-to-exceed cost of $36,430.88, and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve Amendment 2 to the 23-001 Major Street Engineering contract with Rowe Professional Services Company of Flint, MI, at a not-to-exceed cost of $36,430.88. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

C. Engineer's Report for Street Reconstruction - Pearl Street, Cooper Street to Waterloo Avenue.

Recommendation: *Receive the Engineer's Report for street reconstruction on Pearl Street from Cooper Street to Waterloo Avenue and establish October 22, 2024, at the City Council meeting as the time and place to hold a public hearing of necessity.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to receive the Engineer's Report for street reconstruction on Pearl Street from Cooper Street to Waterloo Avenue and establish October 22, 2024, at the City Council meeting as the time and place to hold a public hearing of necessity. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

D. Change Order 1 to the Oakridge Drive Reconstruction contract with Concord Excavating & Grading, Inc.

Recommendation: *Approve Change Order 1 to the Oakridge Drive Reconstruction contract with Concord Excavating & Grading, Inc. in the decreased amount of $25,618.08 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Robinson, seconded by Councilmember Forgrave to approve Change Order 1 to the Oakridge Drive Reconstruction contract with Concord Excavating & Grading, Inc. in the decreased amount of $25,618.08 to balance contract quantities. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

E. Change Order 1 to the MLK Equality Trail Reconstruction - Optimist Shelter to West Avenue contract with Anlaan Corporation, Inc.

Recommendation: *Approve Change Order 1 to the MLK Equality Trail Reconstruction - Optimist Shelter to West Avenue contract with Anlaan Corporation, Inc. in the increased amount of $9,852.56 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve Change Order 1 to the MLK Equality Trail Reconstruction - Optimist Shelter to West Avenue contract with Anlaan Corporation, Inc. in the increased amount of $9,852.56 to balance contract quantities to match quantities placed in the field. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

F. Recommendation of Approval for the First Renewal of the 2023 HMA Patching Contract with Bailey Excavating, Inc. of Jackson, Michigan
Recommendation: *Approval of the first renewal of the 2023 HMA Patching Contract with Bailey Excavating, Inc. of Jackson, Michigan in the estimated amount of $220,936.93, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the first renewal of the 2023 HMA Patching Contract with Bailey Excavating of Jackson, Michigan in the estimated amount of $220,936.93, and authorization for the Mayor and City Clerk to execute the appropriate document(s). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Resolution for Approval of a Contract with MDOT for bridge reconstruction and transmission water main replacement on Cooper St. from Washington Ave. to Michigan Ave.
Recommendation: *Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for bridge reconstruction and transmission water main replacement on Cooper Street from Washington Avenue to Michigan Avenue and authorization for the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve a resolution to enter into a contract with the MDOT for bridge reconstruction and transmission water main replacement on Cooper Street from Washington Avenue to Michigan Avenue. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. Approve Contract Award – North Extension Sewer Make Ready
Recommendation: *Approve the Contract Award for site access construction and manhole repairs to make ready for the upcoming cleaning and televising of the North Interceptor Sewer to Taplin Group, LLC of Kalamazoo, Michigan at a cost of $383,170.39 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the Contract Award for site access construction and manhole repairs to make ready for the upcoming cleaning and televising of the North Interceptor Sewer to Taplin Group, LLC of Kalamazoo, Michigan at a cost of $383,170.39 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

I. Approve Contract Award – North Extension Sewer Cleaning and Televising
Recommendation: *Approve the Contract Award for the cleaning and televising of the North Interceptor Sewer to Taplin Group, LLC of Kalamazoo, Michigan at a cost of $341,617.45 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the contract award for the cleaning and televising of the North Interceptor Sewer to Taplin Group, LLC of Kalamazoo, Michigan at a cost of $341,617.45 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

J. Amendment 3 to the 23-002 Major Street Engineering Contract
Recommendation: *Approve Amendment 3 to the 23-002 Lansing Avenue Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of $335,780.00 and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Amendment 3 to the 23-002 Lansing Avenue Engineering contract with Hubbell, Roth & Clark, Inc. of Bloomfield Hills at a not-to-exceed cost of $335,780.00 and authorization for the City Manager and City Engineer to sign the appropriate documents. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

K. Amendment 2 to the 23-006 MLK Corridor Reimagined Engineering Contract
Recommendation*: Approve Amendment 2 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of $318,810.00, and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve Amendment 2 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. of Bloomfield Hills, MI, at a not-to-exceed cost of $318,810.00, and authorization for the City Manager and City Engineer to sign the appropriate documents. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

L. Change Order 1 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc.

Recommendation: *Approve Change Order 1 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the decreased amount of $47,524.74 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to approve Change Order 1 to the Blakely Avenue Reconstruction contract with Bailey Excavating, Inc. in the decreased amount of $47,524.74 to balance contract quantities to match quantities. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

M. Zoning map amendment request for 604 Page Avenue (Parcel #6-07520) and 612 Page Avenue (Parcel #6-07530)

Recommendation*: Approval of proposed rezoning/map amendment of 604 Page Avenue (Parcel #6-07520) and 612 Page Avenue (Parcel #6-07530) from C-4, General Commercial to R-4, High Density Apartment and Office; as recommended by the City of Jackson Planning Commission on August 7, 2024.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the proposed rezoning/map amendment of 604 Page Avenue and 612 Page Avenue from C-4, General Commercial to R-4, High Density Apartment and Office; as recommended by the City of Jackson Planning Commission on August 7, 2024. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

N. Purchase of Three Police Patrol Vehicles

Recommendation*: Approve purchase of three police patrol vehicles for $143,304.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the purchase of three police patrol vehicles for $143,304. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Hunt. (6). Nays: Councilmember Forgrave (1). Motion passed.

O. Purchase of Firefighter Turnout Gear

Recommendation: *Approve purchase of firefighter turnout gear*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the purchase of firefighter turnout gear. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion passed.

P. Receive HUD Substantial Amendment #1 and Establish a Public Hearing
Recommendation*: Receive and place on file a draft of Substantial Amendment #1 to the 2024-2025 Annual Action Plan and establish a Public Hearing on September 24, 2024.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to receive and place on file a draft of Substantial Amendment #1 to the 2024-2025 Annual Action Plan and establish a Public Hearing on September 24, 2024. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Q. Receive HUD Substantial Amendment #7 and Establish a Public Hearing
Recommendation: *Receive and place on file a draft of Substantial Amendment #7 to the 2019-2020 Annual Action Plan and establish a Public Hearing on September 24, 2024.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to receive and place on file a draft of Substantial Amendment #7 to the 2019-2020 Annual Action Plan and establish a Public Hearing on September 24, 2024. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, and Hunt offered comments. Councilmember Forgrave declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Robinson. Mayor Mahoney adjourned the meeting at 7:52 p.m.

JACKSON
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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: The third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal

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Recommendation:

Approval of the third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $93,063 for the fiscal year 2024/25.

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DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: September 24, 2024

RECOMMENDATION: Approval of the third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $93,063 for the fiscal year 2024/25.

ISSUE STATEMENT

The City of Jackson Public Works Department is responsible for snow removal and ice control in the downtown area from approximately 20,413 lineal feet of sidewalk and 11 city-owned parking lots, as well as snow removal and ice control at the City of Jackson Police Department property. For the past three years, the city has worked with Executive Property Maintenance (EPM) to ensure this work is completed in a timely manner throughout winter.

DESCRIBE THE CONSEQUENCES

The Public Works Department utilizes EPM to supplement their staff and take care of downtown snow removal and ice control in addition to the normal tasks during a snow event. This allows the Public Works Crews to work in other areas of the city during winter weather events. It is important to supplement our staff with the contractor for downtown sidewalk and parking lot snow removal to ensure fast and efficient services of snow removal and ice control throughout the downtown. If we do not contract this work, I'm afraid DPW will not be able to keep up, and snow will remain piled up on the downtown sidewalks and parking lots, causing hazardous conditions.

OWNERSHIP

In October 2021, the City Council awarded the Downtown Sidewalk and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal contract to EPM of Jackson, Michigan as they were the lowest bidder. The current contract with EPM is subject to five, one (1) year renewals contingent upon both parties' approval and an inflationary 3% increase. In this case, both parties agree to renew, and the contract amount will be increased by 3%. This will be the third renewal of the five renewals available.

SOLUTION

The city typically utilizes contractor services after winter storm events to remove snow and ice from city sidewalks and parking lots and maintain them on an as-needed basis. The contractor's services augment the services provided by the City's staff, in an effort to provide a faster response and better service to the residents and businesses. EPM has worked in the past as the City's contractor providing these services and has done an exceptional job. This work is vital to maintaining the sidewalks and parking lots during winter storm events. The ability to utilize this contractor will aid in improving our response time and increase safety for pedestrians and motorists. If we didn't utilize a contractor for this work, snow would pile up quickly during winter storms in downtown parking lots and sidewalks.

FACILITATE IMPLEMENTATION

Approval of the third one-year contract extension with Executive Property Management of Jackson, Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of $93,063 for the fiscal year 2024/25.

ATTACHMENTS

1. cityofjacksonsnow2425

2840 Shirley Dr
Jackson, MI 49201
(517) 990-0110

9**/4/24**

RE: Snow & Ice Management Services 2024-2025 Season

To whom it may concern,

It has been brought to my attention that our contract with he City of Jackson for Snow and Ice Management Services is eligible for a one-year extension with a 3% price increase. I accept this arrangement and would be happy to continue our services according to the scope of work in the current contract. Please advise if the City of Jackson is willing to extend and if so please forward any needed paperwork.

Regards,
Nicholas A. Klotz,
President
EPM Professional Grounds Services
2840 Shirley Dr
Jackson, MI 49201
Nick@epmofmichigan.com
(517) 990-0110

JACKSON
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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract number 24000000167 for a total purchase price of $78,357.

Recommendation:

Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract number 24000000167 for a total purchase price of $78,357.

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DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: September 24, 2024

RECOMMENDATION: Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract number 24000000167, for a total purchase price of $78,357.

ISSUE STATEMENT

The Department of Public Works, Water Division must replace the current 2008 Ford F-250 valve-turning truck due to the increased costs of maintenance and repairs. This purchase is necessary as the 2008 model is in poor condition due to its age and extreme use. The current Water Division fleet has only one other valve-turning truck; this purchase would help the Public Works Crews work more efficiently throughout the City's water distribution system.

DESCRIBE THE CONSEQUENCES

On average, Public Works Crews turn 425 valves per year throughout the water distribution system. This truck is a critical piece of equipment in its fleet as it is also used to repair water main breaks and other regular valve maintenance. With many antiquated water mains throughout our system, turning the aging valves is becoming increasingly important. This routine maintenance practice keeps the system's valves in good operating condition and aids in delivering clean, safe drinking water. The fleet's existing valve trucks are in extremely poor condition, as the boxes are rusting out, and both require costly maintenance and repairs.

OWNERSHIP

The Public Works Department's intent is to proactively replace fleet vehicles to reduce maintenance and replacement costs. This involves replacing the trucks in our fleet as they reach their expected useful life, which is 10 years. We are trying to catch up as this vehicle we are replacing is from 2008.

SOLUTION

Funding for this piece of the vehicle, along with its buildout, was approved as part of the fiscal year 2024/2025 budget for the Department of Public Works Water Equipment and Replacement

Fund, budget line Item 402-591-000.981.000. The Monroe MCB-96-M-4816 service body build-out from Truck & Trailer Specialties qualifies for MiDEAL pricing. However, when we received quotes for the 2024 Ford F-250 through LaFontaine at a lower price than the Gorno MiDEAL price, Quotes to reflect the pricing for the vehicle and build-out purchases are attached.

FACILITATE IMPLEMENTATION

Approve the purchase of one 2024 Ford F-250 4x4 Regular Cab XL from LaFontaine Ford for $48,568, fitted with a Monroe MCB-96-M-4816 service body from Truck & Trailer Specialties for $29,789, under MiDEAL contract number 24000000167, for a total purchase price of $78,357.

ATTACHMENTS

1. VALVE TRUCK QUOTE
2. Jackson City F250 MCB Service Body 7-10-24 (1)

LaFontaine Ford Lansing
5827 S Pennsylvania
Lansing, MI 48911
517-574-7120-Direct

dwresinski@lafontaine.com

QUOTATION

Name: City of Jackson
Address:
City: State: Zip:
Contact: Devin Swift
Phone: 517-425-9599
Email: dswift@cityofjackson.org

Date: 8/8/2024
Quote: 080824

2024 Ford F-250 Regular Cab 4x4 XL 142" Wheelbase	
6.8L DEVCT NA PFI V8 Engine	
10-Speed Auto Torqshift Transmission	
Oxford White Exterior	
Medium Dark Slate Cloth Interior	
Snow Plow Prep	
Roof Clearance Lights	
Wheel Well Liners Front & Rear	
Upfitter Switches	
410 AMP Alternator	
Dual Battery	
Cloth 40/20/40	
XL Chrome Package	
MSRP Sales Price	$51,240.00
Sales Price	**$48,553.00**
Taxes	$0.00
Registration and Title Fees	$15.00
Delivery	$0.00
Total Cost:	**$48,568.00**

Signed: *Daniel Wresinski*

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: **08/07/24** ***(F-250 Reg. Cab 4x4) (Order)***

TO: JEFF SCHMELTZ, CITY OF JACKSON
517-398-0202 (DIRECT) (CELL) jschmeltz@cityofjackson.org

FROM: PATRICK SOUTHWARD, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) psouthward@gornoford.com

RE: **MiDEAL # 071B7700181 4WDL-0078 2022MY FORD *F-250, 4x4, REG. CAB, 142"WB,***
8' Box, *SELECT COLOR*/EARTH VINYL, 6.8L V8, 6spd.A/Tw/OD, A/C,
AM/FM/w/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, *3.73 E LOCK AXLE*,
10,000 # GVWR, *LT245/70R-17AT* , TRAILER TOW PKG., TILT WHL.,
H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL.,
FRNT. TOW HOOKS, PLOW PREP PKG., UPFITTER SWITCHES, SNOW PLOW PREP
ROOF CLEARANCE LIGHTS, WHEEL WELL LINERS, 410 ALTERNATOR
XL CHROME PKG

F.O.B. DELIVERED TO JACKSON, MI $48,653.00
(MSRP = $51,985.00)

Current lead time to order is estimated at 8 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:
WESTERN 8.5' STRAIGHT BLADE STEEL PLOW SYSTEM 8,439.00
WESTERN 8.5 MVP3 V-BLADE STEEL PLOW SYSTEM 9,749.00
MUNICIPAL SAFETY LIGHT PKG. 1,995.00
(Includes; Fr/Rr Amber LED Strobe Flashers, Roof-Mount Amber Mini-Light Bar)

Please review *SELECT COLOR/ OPTIONS*, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

PATRICK SOUTHWARD

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Jackson. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972
Quote No. DQO005149

City of Jackson
Attn: Jeff Schmeltz
517-398-0202
July 10, 2024

State Contract Hyperlink No: 240000000167

Equipment Quotation

Chassis Info: 2025 Ford F250 box delete, SRW, 56" CA, gas, integrated trailer brake controller, upfitter switches, back up camera kit, trailer towing package, **Paint code required**

Truck and Trailer to remove existing chassis mounted bed and set aside for customer pickup, includes remove existing tailgate mounted backup camera (if applicable) for transfer to service body

Supply and install MCB SB-96-M-4816 service body including the following:

- 96" body length, 48.5" floor width
- 16" compartment depth, 42.5" compartment height
- 26" floor to top of compartment
- 19" radius, 53" UCA
- 14 ga. Galvanneal body construction
- 14 ga. Galvanneal compartment tops and load space walls
- 14 ga. Galvanneal bulkhead
- 12 ga. wheel panels
- 12 ga. Galvanneal treadplate floor
- Underframe: 10 ga. formed channel – E-Z mount
- Rubber fenders installed
- Drain holes in bottoms of all compartments
- Double panel body doors: 14 ga. outers, 18 ga. inners, hidden hinge/beveled edge design (excludes streetside front)
  - Stainless steel, rotary paddle handles, 1-point
  - Air-assist hold open/restraints on vertical doors
  - Chains on horizontal doors, two each door
- Slam-action tailgate – 12" high, double panel 14 ga. Galvanneal with stainless brackets, Hinge pins, and two-point paddle latch
- Bolt a rubber strip on the top side of the tailgate on the curbside only to prevent damage from contact with City supplied valve wrenches
- 12" x full width Galvanneal treadplate rear bumper with 3" offset and recess for hitch access
- Install chassis supplied back up camera, includes fabricate and install back-up camera mounting bracket as needed, only if applicable
- Body to be primed only with epoxy primer
- Aluminum fuel fill bezel, utilize remaining chassis supplied fuel fill components
- Two grab handles installed to the top of the rear compartments, one each side, See picture for reference

Streetside compartments:

- Front vertical: 32" W x 42.5" H x 16" D

Provisions for Wachs TM-7 Plus valve turner
Door mounted with stainless steel hinges mounted on the back side, door to swing past 90-degrees
Compartment to be transverse (extends to back of curb side compartment) and to include top opening lid in workspace area
Horizontal: 42" W x 21" H x 16" D
One fixed shelf
Rear vertical: 22" W x 42.5" H x 16" D
Two adjustable shelves on dual Unistrut
False wall to protect lights

Curbside compartments:
Front vertical: 32" W x 42.5" H x 16" D
Two adjustable shelves on dual Unistrut
Horizontal: 42" W x 21" H x 16" D
One fixed shelf
Rear vertical: 22" W x 42.5" H x 16" D
Two adjustable shelves on dual Unistrut
False wall to protect lights

Paint service body White in color to match the cab including:
Paint code required
Epoxy prime entire body, paint exterior of body single stage white paint
Paint interior face of doors only
Interior of compartments to be White Epoxy Primer only
Body comes undercoated on bottom side

Install Back Rack window protector including the following:
CUSBAC – original Back Rack
30999 – top of utility compartment installation kit
91002REC – 16" x 7" utility light bracket, rectangular center mount

Spray-in bed liner to include the following:
Top of rear bumper only

Service body Lighting/Electrical including the following:
FMVSS lighting package:
LED recessed S/T/T lights
LED recessed Back up lights
LED recessed Clearance lights
LED license plate light
Surface mounted reflectors
FMVSS lights wired in loom

Custom Lighting/Electrical including the following:
Install resistors for tail lighting so flashers do not flash rapidly, only if needed
No grill mounted strobes
SoundOff Pinnacle LED amber/green mini light bar installed on mounting bracket on top of Back Rack, centered
SoundOff TM100 Traffic Controller installed rear facing off of the Back Rack including:
Dimensions: 47.2" L x 1.8" H x 2.5" D
32 amber single-color LEDs
Aluminum housing with black finish
Clear lens

8 arrow patterns
12 warning patterns
Backlit rubber touch buttons on in-cab controller

Two (2) SoundOff LED dual 4" amber/green stud mount warning flashers, mounted horizontally to rear compartments, rear facing, one each side, see picture for reference

All strobes to be wired to AUX1 chassis supplied upfitter switch

One (1) Maxxima LED work light mounted to the inside of the streetside front vertical cabinet door, facing downwards for use when operating valve exerciser
Work light to be wired to the valve turner on/off switch

No in-cabinet lighting

Install backup alarm

Install City of Jackson supplied Wachs model TM-7 Plus valve exerciser including the following:

Mount supplied TM-7 unit in the streetside front service body compartment, see pictures for reference

Valve turner to be wired to chassis supplied AUX3 upfitter switch

Hydraulic tank (included with the valve turner) to be filled with AW32 hydraulic oil

Install clutch pump on chassis engine for use with operating valve exerciser including:

700601-17 Dew-Eze Clutch pump

Wire to chassis supplied AUX2 upfitter switch

Plumb hydraulic lines from clutch pump to TM-7 Plus valve exerciser

Does not include idle enhancement relay- If engine RPM enhancement is needed to operate valve turner this will be an additional time and material charge not included in this quote

Miscellaneous:

Install 2" Reese style receiver tube perpendicularly under the streetside front compartment: Reese tube to be welded to a 1/4" plate, and to be bolted to the bottom side of the compartment. Inside of compartment shall have a full width 1/4" channel backer plate on the compartment bottom for added strength, see pictures for reference

Fabricate and install tool rest bracket in above listed Reese style receiver tube, see picture for reference. Streetside front vertical compartment door must be able to open and close freely with the tool rest bracket installed

Install two 6" PCV Schedule 40 DWV PE Solid Core Pipes to the workspace side of the Curbside compartments using two 6" U-bolts per pipe
Pipes to extend from behind the valve exerciser compartment at the front of the Body to the rear of the curbside service body compartment
Pipes are to be angled downward from the rear for use with housing City of Jackson supplied valve wrenches, see picture for reference

Above installed Price: $29,789.00 ea.

Lead time: 34-38 Weeks (pending chassis delivery)

Payment Terms: Net 30

Pricing good for orders received on or before September 27, 2024

Thank you for the opportunity to quote.
Submitted by: Chad Veenstra / Mike Bouwman

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

Recommendation:

Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: September 24, 2024

RECOMMENDATION: Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

ISSUE STATEMENT

The Public Works Motor Pool fleet's current sewer Vactor Truck is from 2005. The age of this truck, being twenty years old, is well past the expected useful life. Over the last several years, there have been significant increases in repair and maintenance costs to keep the truck in service. The Vactor Truck is essential to the fleet as it is utilized daily for safely excavating near existing utilities, jetting and cleaning sewer mains throughout the City's sanitary and storm sewer collection system, and for maintenance at the City's Wastewater Treatment Plant. It is imperative to always have a minimum of two Vactor Trucks in service to ensure the Public Works Crews can provide immediate and efficient services to the residents throughout the sanitary sewer collection system.

DESCRIBE THE CONSEQUENCES

The Public Works Crew uses this piece of equipment on a daily basis to provide services to the residents of the City of Jackson. The Vactor Truck is utilized to maintain the sanitary and storm sewer collection mains to prevent sewage backups, clean storm sewer catch basins to prevent flooding of city streets, and ensure safety in the hydro-excavation of utilities. These trucks are one of the most used pieces of equipment in the Public Works Crew's fleet. Not replacing this equipment would not only hinder the crew's ability to provide efficient services promptly, but also pose potential risks to the City's operations. The costs associated with keeping the current 2005 Vactor Truck in service are rising, as we have spent $60,000 to $80,000 in maintenance and repairs over the last few years. If this piece of equipment is not replaced, we anticipate that these costs will only continue to increase. This purchase will always ensure two functional Vactor Trucks, greatly benefiting the residents and users of the City's sanitary and storm sewer collection system, along with other City departments.

OWNERSHIP

.A few years ago, the Public Works Department temporarily invested $30,000 to replace a pump in the 2005 Vactor Truck to keep it in service because the funding for a new truck was unavailable. At the time, it was known that this was just a band-aid, and the Motor Pool would have come up with funding to purchase a new Vactor Tractor truck. Public Works staff has worked diligently to repair the Motor Pool fund and bring it back into a positive operating position, creating the opportunity to afford this large fleet purchase.

SOLUTION

The purchase of this 2024 Super Products Camel Max Sewer Vactor Truck from MTech through the Jackson County DOT CoPro+ contract #2023-JC-060-M will allow the Public Works Crew to provide essential City services in an efficient and timely manner. This truck will be used for services throughout the entire city for many years to come. The funding for this Vactor Truck purchase is available in the Motor Pool Fund line item 661-454-000-985.000 in the amount of $588,161.28.

FACILITATE IMPLEMENTATION

Approve the purchase of a new 2024 Super Products Camel Max Sewer Vactor Truck from MTech in the amount of $588,161.28 through the Jackson County DOT CoPro+ contract #2023-JC-060-M.

ATTACHMENTS

1. Jackson, MI MTech Super Products Camel Max 1200DB CoPro+ Contract Quote 06-30-2024

SEWER CLEANING COMBO TRUCK

Dealer	MTech
Customer	City of Jackson, MI
Make & Model	Super Products Camel Max
Contract	CoPro+ #2023-JC-060-M
Date	6/30/24

Description	Qty	CoPro+ Price	Subtotal
Price for base unit:	1	$ 398,546.72	$ 398,546.72
Debris body options			
9 cubic yd. debris body (Included in base price)	0	$ -	$ -
12 cubic yd. debris body tip to dump	1	$ 23,791.62	$ 23,791.62
¼" Thick EXTEN Steel Construction (Included in base price)	1	$ -	$ -
Automatic debris body washout system (Included in base price)	1	$ -	$ -
Rear splash shield	1	$ 1,893.66	$ 1,893.66
Exterior Front Mounted Level Gauge (Included in base price)	1	$ -	$ -
Acculevel debris level indicator	1	$ 7,821.70	$ 7,821.70
Trash pump, Manual 420gpm, mounted on rear tailgate (UNPUBLISHED)	0	$ 8,500.00	$ -
Rear body drain, 6", knife valve, 10' x 6" fabric drain hose, camlock cap (RIV Valve) (Included in base price)	1	$ -	$ -
Standpipe, Rear drain, vertical asm	0	$ 1,733.62	$ -
Mid-mounted passenger side body Dump Controls (Included in base price)	1	$ -	$ -
Debris body & tailgate safety props (Included in base price)	1	$ -	$ -
White Paint (Included in base price)	1	$ -	$ -
4" sludge pump, manual 800gpm, mounted on rear tailgate	1	$ 12,830.00	$ 12,830.00
Vacuum system options			
Vertical cyclonic separator (Included in base price)	1	$ -	$ -
Blower Engagement From Front Controls (Included in base price)	1	$ -	$ -
8" vacuum system, "Roots type PD Model 624, 18" hg. and 3600 cfm (Included in base price)	0	$ -	$ -
8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm	1	$ 7,286.79	$ 7,286.79
Vacuum pump high temp relief system	1	$ 961.33	$ 961.33
Vacuum booster valve	1	$ 1,587.54	$ 1,587.54
Pleated final filter assembly (Included in base price)	1	$ -	$ -
Fluidizing Suction Tube Nozzle 8" x 24"	1	$ 201.93	$ 201.93
Vacuum Tube 8" (F) x 6" (M) Reducer	1	$ 195.49	$ 195.49

Supertube Lock ring 8"	9	$ 24.70	$ 222.34
Gaskets for Supertube O-ring, Gasket 8"	9	$ 4.61	$ 41.52
8” x 60” Supertube w/ Crown (Included in base price)	1	$ -	$ -
8" x 36" Supertube - Aluminum	3	$ 196.56	$ 589.69
8" x 60" Supertube - Aluminum	2	$ 257.79	$ 515.57
8" x 84" Supertube - Aluminum	0	$ 257.79	$ -
Kanaflex Drain Hose. Female 6" Camlock	1	$ 346.49	$ 346.49

Boom options

Wireless remote	1	$ 2,983.89	$ 2,983.89
8' telescoping (Included in base price)	1	$ -	$ -

Pump options

Dual hydraulic cooling & dual accumulators (Included in base price)	1	$ -	$ -
Air purge & antifreeze system (Included in base price)	1	$ -	$ -
Advanced Water Pump – Super Products Single piston pump - 65 GPM @ 2000 PSI (Included in base price)	0	$ -	$ -
Advanced Water Pump – Super Products Single piston pump - 80 GPM @ 2000 PSI	0	$ 4,983.30	$ -
Advanced Water Pump – Super Products Single piston pump - 80 GPM @ 2500 PSI	1	$ 5,410.44	$ 5,410.44
270 degree reel articulation (Included in base price)	1	$ -	$ -
Telescoping rotational reel extends 18in (Included in base price)	1	$ -	$ -
Precision Controls - LED Color digital monitor displays hose footage count (Included in base price)	1	$ -	$ -
Super Products Self Diagnostic System (Included in base price)	1	$ -	$ -
Sewer hose containment shield (Included in base price)	1	$ -	$ -
Fully automatic power level wind	1	$ 6,888.29	$ 6,888.29
Manual level wind (Included in base price)	0	$ -	$ -
Hose reel tensioning system	1	$ 4,399.57	$ 4,399.57
Hose reel digital counter (Automatic)	1	$ 962.41	$ 962.41

Water system options

Winter recirculation (Included in base price)	1	$ -	$ -
Retractable hose reel with live center 50' x 1/2" hose	1	$ 1,383.46	$ 1,383.46
Low water warning light and alarm with water capacity digital display	1	$ 853.92	$ 853.92
Manual Accumulator shut off (Included in base price)	1	$ -	$ -
500' 1" hose (Included in base price)	0	$ -	$ -
600' 1" hose	1	$ 583.24	$ 583.24
Hydro-X Kit, Bandlock Style	1	$ 2,636.95	$ 2,636.95

Dig Pig Silencer #10 HX Nozzle	1	$ 575.00	$ 575.00
XL Chisel Nozzle 1"	1	$ 1,258.96	$ 1,258.96
10 Jet Storm Surge Nozzle	1	$ 5,270.41	$ 5,270.41
Pipe Wolf Nozzle	0	$ 2,449.63	$ -
Warthog Root Destroyer Puller Nozzle	1	$ 4,995.00	$ 4,995.00
Hose, 25', cotton - Single Jacket Filler Hose	1	$ 252.75	$ 252.75
Leader Hose 1" x 25'	1	$ 339.80	$ 339.80
1/2" dia x 35' Whip hose with quick disconnects (Included in base price)	0	$ -	$ -
Washdown handgun (Included in base price)	1	$ -	$ -
Tigertail Sewer Hose Guide	0	$ 54.95	$ -
Hydrant wrench	0	$ 138.15	$ -
Puller hook	0	$ 86.34	$ -

Tool box options

Lower curbside toolbox 18" x 18" x 48"	1	$ 1,362.58	$ 1,362.58
Curbside toolbox 18" x 18" x 48"	1	$ 1,492.14	$ 1,492.14
Driverside toolbox 22"x 14" x 60" (52")	1	$ 2,632.60	$ 2,632.60
Back of cab vertical tube rack (Included in base price)	1	$ -	$ -
Camera system, rear (Included in base price)	1	$ -	$ -
Camera system, front	1	$ 467.01	$ 467.01
Long handle tool storage tubing mounted behind cab	0	$ 750.00	$ -
Front bumper tool storage - DS toolbox and PS basket w/locking lid	0	$ 4,425.00	$ -

Other options

Tailgate, body up, and boom up alarms (Included in base price)	1	$ -	$ -
Cone holders (Included in base price)	1	$ -	$ -
LED Boom work lights	1	$ 871.36	$ 871.36
LED Flood light package, tailgate area, power unit area	1	$ 2,487.38	$ 2,487.38
LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe	1	$ 2,501.61	$ 2,501.61
LED Package 3 - Front bumper directional strobes, Mid-ship directional strobes, Rear bumper directional strobes	1	$ 2,534.36	$ 2,534.36
Rear Arrowstick (Included in base price)	1	$ -	$ -
Reel Mounted Light	1	$ 925.00	$ 925.00

Performance options

OMSI Hot Shift Transfer Case (Included in base price)	1	$ -	$ -
Freightliner 108SD, Cummins L9 370 Hp, Allison 3000 RDS Auto, 12 yd	1	$ 142,612.00	$ 142,612.00

	Total Cost:	$ 653,512.54
CoPro+ Contract 5% Discount	$ (32,675.63)	$ 620,836.91
Additional 5% MTech Courtesy Discount	$ (32,675.63)	$ 588,161.28
Additional MTech Demo Discount	$ -	$ 588,161.28
Trade-In: (subject to terms/conditions below)	$ -	**$ 588,161.28**

If MTech's trade-in offer is accepted, customer must turn their old equipment over to MTech in complete working condition upon delivery of their new truck. All repairs must be completed and any wear and tear items must also be repaired or replaced at customer's expense prior to turning equipment into MTech. Additionally, any vehicle must pass a certified DOT inspection before being traded in. MTech reserves the right to perform an on-site inspection of the equipment being traded in prior to delivery and may deduct the cost of any outstanding repairs needed from the trade-in value owed to the customer at our sole discretion.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Contract Award for 2025 Major Street Engineering.

Recommendation:

Approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of $209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Troy R. White, City Engineer regarding a contract award for the above referenced project.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: September 24, 2024

RECOMMENDATION: Approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of $209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

On August 6, 2024, qualification documents and proposals were received from four consultants by the Purchasing Coordinator for preliminary (design) and construction engineering services for a project to replace the lead service lines and mill and resurface the pavement on Ganson Street from Elm to the east city limits. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, Troy R. White, City Engineer and Jeffrey D. Crow, Assistant City Engineer.

DESCRIBE THE CONSEQUENCES

A federal surface transportation improvement program grant has been secured to fund, in large part, the milling and repaving of the Ganson Street pavement. Lead service lines need to be replaced before so to eliminate the need to cut the new pavement surface in the immediate future to comply with the lead copper rule requirements.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) enforces the state's Lead and Copper rule, which mandates the removal of all lead service lines from the water distribution system. Timely work to replace lead service lines is essential to mitigate the potential loss of federal funds.

If the contract is not awarded, the design and construction engineering services will not proceed, leading to further deterioration of the pavement surface, no improvements to the water distribution system and grant funds for repaving lost.

The following is a list of firms submitting proposals and their rating as ranked by the review team. The Engineer's estimate for this project was $330,000.00. Cost proposals were opened and reviewed for the two highest ranking firms. Hubbell, Roth & Clark had the highest rating and

a cost of $209,899.20. This project will be paid for by a combination of City Water Funds, Federal Highway Administration (FHWA) Surface Transportation (STP) Funds, Major Street Funds and Special Assessments.

Company	Rating (1,000 max)	Cost	Hours	Cost per hour
Hubbell, Roth & Clark, Inc., Jackson, MI	912	$209,899.20	1,510	$139.01
Spaulding DeDecker, Novi, MI	796	$257,329.00	2,053	$125.34
Rowe Professional Services, Flint, MI	743		2,206	
Williams & Works, Grand Rapids, MI	626		2,236	

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure, including project scoping, contract development, and the letting and administration of projects related to the City's water distribution system and street network.

SOLUTION

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. After consideration of the written proposals of each respondent and the costs and man-hours dedicated by the two firms deemed most qualified, Engineering recommends that the contract be awarded to Hubbell, Roth & Clark, Inc. (HRC). HRC earned the highest rating, demonstrated a more comprehensive understanding of the requirement for lead service line replacement projects, and was overall less costly than the second most-qualified bid.

The construction of this project will be completed using two separate contracts. The construction contract for water distribution system work will be completed in 2025. The construction contract for street work will be substantially complete with the street open to traffic in August, 2026.

FACILITATE IMPLEMENTATION

Approve the award for the 2025 Major Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of $209,899.20, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

1. RFQP 25-001_MAJOR ST ENG_PROPOSAL REVIEW SUMMARY

PROPOSAL REVIEW SUMMARY FOR RFQP 25-01 MAJOR ST ENG (GANSON)

	Experience/Qualifications			Understanding of the Problem			Method of Approach			Level of Effort			Results		
			Weight (A) = 20			Weight (B) = 25			Weight (C) = 30			Weight (D) = 25			
			# of Fields (E) = 16			# of Fields (F) = 24			# of Fields (G) = 22			# of Fields (H) = 10			
Firm	J Graded Pnts	K Pnts (Out of 10) J / E	L Weighted Pnts A x K	M Graded Points	N Pnts (Out of 10) M / F	P Weighted Pnts N x B	Q Graded Points	R Pnts (Out of 10) Q / G	S Weighted Pnts R x C	T Graded Points	U Pnts (Out of 10) T / H	V Weighted Pnts U x D	Total Pnts L + P + S + V	Rank	Total Hours All Tasks
HRC	15.0	9.4	188.0	23.0	9.6	240.0	19.0	8.6	259.0	9.0	9.0	225.0	912.0	1	1,510
SDD	14.5	9.1	181.0	23.0	9.6	240.0	16.5	7.5	225.0	6.0	6.0	150.0	796.0	2	2,053
ROWE	13.5	8.4	169.0	21.5	9.0	224.0	16.5	7.5	225.0	5.0	5.0	125.0	743.0	3	2,206
WW	12.0	7.5	150.0	14.5	6.0	151.0	11.0	5.0	150.0	7.0	7.0	175.0	626.0	4	2,236

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Recommendation of Approval of Third Extension of the 2022 As Needed Materials Testing Services Contract.

Recommendation:

> Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of $125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Troy R. White, City Engineer, requesting a third extension of the City's 2022 As Needed Materials Services Contract for the 2025 construction season.

I recommend approval of the extension as requested. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: September 24, 2024

RECOMMENDATION: Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of $125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

The City of Jackson has annually, for several decades, entered into a professional services contract with an engineering firm to provide testing services to ensure that specifications are met regarding the provision and placement of various materials on the City's construction projects. This is an industry wide standard practice and a requirement for those projects that are funded in part or in whole by state and/or federal grants.

DESCRIBE THE CONSEQUENCES

If the materials testing is not performed on City projects, the City will be in violation of the MDOT agreements in federal aid projects. Also, the City would have no way to verify if the contractors working on streets, water and sewer projects are meeting specifications.

On March 8, 2022, City Council approved the award of the 2022 As Needed Materials Testing Services Contract to Professional Service Industries (PSI), Inc. of Lansing Michigan in the amount of $125,205.00. This contract is subject to three 1-year extensions with a two and a half percent unit price adjustment per year. PSI has submitted the attached letter indicating their desire to renew the contract to provide materials testing services for the 2025 construction season.

OWNERSHIP

Engineering is responsible for the major construction and rehabilitation projects on the City's infrastructure. As part of the work to oversee the construction contracts, Engineering utilizes a materials testing firm to ensure the work performed adheres to the contract specifications.

Engineering is requesting that the third extension be approved in the estimated amount of

$125,000.00. This amount will cover the costs for materials testing on the various construction projects that the City will undertake in 2025. This work will be paid for out of various project accounts in the Major Street Fund, Local Street Fund, Sewer Fund and Water Fund.

SOLUTION

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the third extension of the 2022 As Needed Materials Testing Services contract with Professional Service Industries, Inc. of Lansing, Michigan, in the estimated amount of $125,000.00 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

FACILITATE IMPLEMENTATION

Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of $125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

1. PSI continuation letter 2025 091324

Intertek-PSI
3120 Sovereign Drive, Suite C
Lansing, MI 48911

Tel +1 517 394 5700
Fax +1 517 394 5796
intertek.com/building

September 13, 2024

Mr. Troy White, P.E.
City of Jackson
Department of Engineering
161 West Michigan Avenue
Jackson, Michigan 49201

Re: 2025 As Needed Materials Testing Services
City of Jackson
Jackson, Michigan

Dear Mr. White:

PSI (Professional Service Industries, Inc.), an Intertek company, provided as-needed material testing services to the City of Jackson during the 2022 to 2024 construction seasons. If agreeable to the City of Jackson, PSI would be pleased to continue to provide these services in 2025 in accordance with our proposal, dated January 24, 2022, and the current agreement between the City of Jackson and PSI.

PSI appreciates the opportunity to provide our services, and we look forward to continuing working with you. If you have any questions or need any additional information, please feel free to call me at 517-394-5700.

Very truly yours,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Joel A. Walter, P.E.
Branch Manager

JAW/lnr

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation:

Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 24, 2024

RECOMMENDATION: Authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

ISSUE STATEMENT

The City must prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, summarizing the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds during the 2023-2024 fiscal year.

DESCRIBE THE CONSEQUENCES

The CAPER was presented for initial review at the September 10th, 2024 City Council meeting, and must be filed with HUD no later than September 27th, 2024. Failure to submit all required plans and documents by HUD-prescribed deadlines could result in forfeiture of CDBG and HOME funds.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, and CAPER submission is handled by the Community Development Department.

SOLUTION

The attached CAPER summarizes the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the 2023-2024 fiscal year. Federal regulations [24 CFR 91.105(d)] require a public comment period for the CAPER of no less than 15 days. To meet the City's public comment requirement specified by regulation, copies of the draft CAPER

have been available for public review since September 6, 2024 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website.

As of the date of this memo, staff has not received comments from the public about program performance. The public comment period remains open through the Public Hearing, and any comments received during the Public Hearing will be incorporated into the CAPER before submission to HUD. All publication requirements and comment periods will be met by September 24, 2024, allowing sufficient time for remittance to HUD by September 27, 2024. Each Councilmember received a draft copy of the CAPER on September 10, 2024 and may request modifications if deemed necessary before submission.

FACILITATE IMPLEMENTATION

Requested action is for City Council to authorize submission of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

ATTACHMENTS

1. 2023-24 CAPER Draft

JACKSON
Founded 1829

Before

After

2023 – 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Department

The attached document is a draft report. Please display until:

Wednesday, September 25, 2024

Citizens are encouraged to provide comments regarding this report in writing to:

Community Development Department
ATTN: Cory Mays
161 W Michigan Ave, Jackson, MI 49201
E-mail: cmays@cityofjackson.org

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) describes the results of activities completed by the City of Jackson to accomplish the outcomes identified in the 2023-2024 Annual Action Plan for the period of July 1, 2023 through June 20, 2024. This is the fourth CAPER submitted in association with the 2020-2024 Five-Year Consolidated plan. Some goals in the Annual Action Plan take more than one year to achieve and are ongoing; however, all funded activities continue to further the Consolidated Plan's priorities of providing decent, safe, sanitary, and affordable housing; reducing blight through code enforcement or demolition; and improving the suitable living environment in distressed neighborhoods by sustaining public infrastructure and facilities.

As an entitlement community, the City of Jackson received two CDBG-CV formula allocations from the CARES Act totaling $945,445. At the onset, the Jackson City Council initiated a Homeless Prevention Program through its subgrantee, Community Action Agency (CAA) to utilize over three categories: Eviction Protection, Water Shutoff Prevention, and Foreclosure Prevention. The Homeless Prevention project was initially successful when first implemented in mid-2020; however, as additional federal and state resources funneled into Jackson, the CDBG-CV funds became less critical as a supporting means to meet the immediate needs of the community. City staff attempted to partner with other entities in the community. Unfortunately, attempts to redirect the use of CDBG-CV funds was either met with disinterest or, after planning a viable use, other funds were made available that would duplicate the service so plans for CDBG-CV were abandoned.

Under the original CARES Act rules and regulations for the use of CDBG-CV funds, 80% (or $756,356) needed to be spent by the end of May 2023. As HUD published additional guidance, it became apparent a good project to support that would not create a duplication of benefits was to undertake public facility improvements. Funding was reallocated to provide upgrades to the Loomis Park Boos Center HVAC system. Upgrades to the HVAC system were completed during the previous program year, and additional funds were allocated to an East Walking Trail project in Loomis Park. This included the creation of a winding path through the East end of Loomis Park, and the addition of numerous exercise "pods" to encourage socially distanced outdoor recreation. The 80% expenditure requirement was removed by HUD in April 2023, allowing any unusesd funds to be spent no later than June 2, 2026. Additional projects are being considered to complete the City's CDBG-CV spending by the original deadline.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected, Strategic Plan	Actual, Strategic Plan	Percent Complete	Expected, Program Year	Actual, Program Year	Percent Complete
CHDO - New Construction	Affordable Housing	HOME: $240,215.91	Homeowner Housing Added	Household Housing Unit	5	4	80.00%	1	1	100.00%
Code Enforcement (legal)	Non-Housing Community Development	CDBG: $14,317.38	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	928	185.60%	300	160	53.33%
Homebuyer Rehabilitation	Affordable Housing	$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	5	2	20.00%	0	2	200.00%
Homeowner Rehabilitation	Affordable Housing	CDBG: $ $212,459.27 HOME: $51,041.01	Homeowner Housing Rehabilitated	Household Housing Unit	75	48	64.00%	10	12	120.00%
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: $854,292.02	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,180	5,485	172.48%	4950	5,485	110.80%
Residential Demolition	Clearance and Demolition	CDBG: $145,885	Buildings Demolished	Buildings	100	48	48.00%	10	5	50.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As noted in the 5-Year Consolidated Plan, public facilities and infrastructure improvements are solely the responsibility of the City of Jackson to maintain. Diminishing revenue streams and increasing costs to provide services the community expects from its government deferred the maintenance of streets and parks. Rehabilitation of the Boos Center and Loomis Park continued based on priority needs identified through an architectural/engineering assessment, and included partial building demolition and interior improvements. Public infrastructure projects completed during the 2023-2024 program year included reconstruction of the pavement and curbs, and the replacement of water mains and lead service lines where needed on Perrine Street, from Michigan Avenue to Burr Street. Work on the streetscaping project will begin soon, and neighborhood evalutions to determine specific locations is ongoing.

In August 2020, City Council approved the addition of a partial rehabilitation option to replace a home's major components that are nearing the end of their useful life. Preference is given to a homeowner with a failing major component. By adding this option, the City is able to help additional homeowners replace the more expensive repairs a home needs, allowing them to use their limited maintenance budgets for more cosmetic improvements. The City also reduced the amount of time a lien was placed on a property from 10 or 20 years to five (5) to 10 years, depending on the level of rehabilitation offered. Twelve (12) low-income homeowner properties received major component improvements during the program year.

Demolition of foreclosed, vacant, or abandoned residential properties continues to be a measure used by the City to remove blighting effects in residential neighborhoods primarily comprised of low income households. With a change in City leadership, more homes acquired through tax reversion are being sold to responsible homebuyers or real estate investors, reducing the number of properties slated for demolition and providing more affordable housing options in the community. However, some tax reverted properties have suffered years of neglect and deferred maintenance and still require removal through demolition. Five (5) demolitions were completed during the 2023-2024 program year. Being an activity under the Slum/Blight Spot Basis National Objective, staff closely tracks the 30% cap which limits the number of demolition projects that can be undertaken during a program year.

Goals and Objectives Narrative

The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in 2022. The intended beneficiaries, project sites, and outcomes did not change; however, the timing of when rehabilitation would take place did. The original homebuyer rehabilitation plan created barriers to financing for the homebuyer because it would establish second and third mortgages. Lenders balked with this type of financing structure and, with mortgage interest rates rising, the earlier a loan could close with a homebuyer the more affordable the house remained. Rehabilitations under this activity are ongoing.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive $1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities. Two non-profit housing partners have been identified and approved to construct two (2) homes each for a total of four (4) affordable rental homes. Homes will be constructed in neighborhoods aligning with the City of Jackson master plan, and construction is anticipated to begin in late fall 2024.

The Jackson Housing Commission / City of Jackson received a Choice Neighborhoods Planning Grant and have conducted a housing needs assessment for the Choice Neighborhood encompassing downtown and area neighborhoods, especially south of downtown. Application for a larger implementation grant continues to be a goal, with plans underway for site selection and additional HUD requirements so this project can move forward over the next 1-3 years. Additionally, the City of Jackson hired Zimmerman/Volk to conduct a housing needs assessment and a target market survey comprising the entire City.

The City of Jackson also created an Affordable Housing Development Board (AHDB) in November, 2021. They received $3.5 million in ARPA funding from the City to initiate complementary housing programs and services. The City engaged an ARPA consultant, Guidehouse, to assist with the expenditure of these funds. A Housing Needs Assessment was also created, outlining a 10-year plan for the creation of new housing and the preservation of existing units. City Council, through a recommendation from the AHDB, approved a 2-pronged plan for these funds, including an expanded home rehabilitation program (owner and non-owner-occupied properties) and a down payment assistance/new construction project called the 100 Homes Program. The ARPA-funded rehabilitation program is currently being used to assist numerous residents with major component replacement projects. 35 buyers have been approved as part of the 100 Homes Program, with twenty (20) homes currently under

construction.

Due to the unprecedented amount of federal and state funds made available in the Jackson community, other resources became accessible to prevent homelessness through similar means. This included the use of ARPA funds to provide emergency hotel housing for 70 families/111 unique individuals from late December 2022 - March 2023. The City used CDBG-CV funds to expand the trail system on the east side of Loomis Park, with social distancing a key factor. The expanded trail contains socially distanced fitness pods to ensure possible future Covid-19 outbreaks or similar viral pandemics do not interfere with the area's residents desire for safe, ourdoor fitness activities. All efforts were made to expend 80% of the City's CDBG-CV funds by the May 2023 deadline, and a revision to that requirement announced in the Spring of 2023 provided more flexibility and allowed for complete program spending by June 2, 2026. Plans are underway for expenditure of the remaining CDBG-CV funds by the revised deadline.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	14	0
Black or African American	4	2
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Hispanic	9	0
Total	**27**	**2**
Hispanic	9	0
Not Hispanic	18	2

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In early 2017, the Jackson City Council adopted a Non-Discrimination Ordinance, found at Chapter 15, Article III of the City of Jackson Code of Ordinances. This ordinance states in part: It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Of the fourteen (14) households assisted during program year 2023-2024, a total of twenty-nine (29) persons benefited from the use of CDBG or HOME funds. Other notable information includes, but is not limited to, the following:

- Total of seven (7) female heads of household
- Total of one (1) extremely low income, six (6) low income, and seven (7) moderate income
- Total of ten (10) minor children
- Six (6) disabled persons
- Four (4) elderly persons

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,351,448	1,101,360.30
HOME	public - federal	351,192	386,371.15

Table 3 - Resources Made Available

Narrative

The City of Jackson was awarded $945,445.00 in CDBG-CV funds. Approximately 86% of the City's total CDBG-CV allocation has been expended on three main projects:

1.	Homeless Prevention	$196,424.25
2.	Boos Center HVAC upgrades	$226,317.87
3.	Loomis Park East Trail and exercise pods project	$330,622.00
4.	Administrative expenses	$58,258.10
	TOTAL	***$811,622.22***

As additional state and federal resources flowed into the community to fund similar activities as this project's initial focus, the ability to use CDBG-CV was hindered due to the "no duplication of benefits" requirements. With the timeliness requirement now removed, the City is making plans for additional CDBG-CV projects with the remaining funds, while still adhering to the June 2, 2026 final spending deadline.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
West of Henry Ford Allegiance Health (#1)	10%	58.80 %
East of S Martin Luther King Jr Dr (#2)	10%	3.05%
West of S Martin Luther King Jr Dr (#3)	10%	20.61%

Table 4 – Identify the geographic distribution and location of investments

Narrative

This being the fourth year of the 5-Year Consolidated Plan, progress has been made in increasing CDBG investment in the three target areas since the first project year. CDBG / HOME funding amounts totaled 58.80% in Target Area 1. Projects funded included the demolition of one (1) residential property to decrease blight in the area, continued improvements to the Boos Center (210 Gilbert Street), and the completion of the Perrine St. road construction project, Burr St. to Michigan Avenue. CDBG / HOME

funding totaled 3.05% in Target Area 2. Projects funded included the demolition of one (1) residential property to decrease blight in the area. CDBG / HOME funding totaled 20.61% in Target Area 3. Projects funded included the demolition of one (1) residential property to decrease blight in the area, the construction of one (1) new single family homes developed by the City's CHDO (the Greater Jackson Habitat for Humanity), and the rehabilitation of one (1) owner-occupied property in the Parnersihp Park neighborhood. Planning continues to be undertaken by the City's rehabilitation staff to identify future projects to expand investment in the underserved target areas.

Although it appears to be unbalanced, the City reviews the needs in the target areas annually and selects projects as funding and activities present themselves. Over the course of the first four year-end reports associated with the 2020-2024 5-Year Consolidated Plan, percentage of expenditure in the three target areas equates to 50.58% of all CDBG expenditures. By target area, three years of expenditures has totaled: West of Henry Ford Allegiance Health (Target Area #1), 28.61%; East of S Martin Luther King Jr Dr (Target Area #2), 14.25%; and West of S Martin Luther King Jr Dr (Target Area #3), 7.72%.

It is anticipated during the final year of the 5-Year Consolidated Plan, an increase of funds will be invested in Target Areas two and three, to compliment the City's facilitation of the construction of 100 new single family homes, a portion of which will be in each of the target areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Street reconstruction projects are selected in areas that also need water and/or sewer or other utility upgrades. The City of Jackson deeded vacant lots to the Greater Jackson Habitat for Humanity to further its ongoing new home construction efforts. Additional matching activities/funds are planned for program year 2024, including grants from the Michigan State Housing Development Authority for the construction of new, accessible homes (MICH grant) by both the City of Jackson and the Greater Jackson Habitat for Humanity. City-owned lots will also be deeded to private developers for the construction of new single and multi-family housing, and will include sewer/water infrastructure upgrades provided by the City.

The City of Jackson is exempt from providing 25% match through the HOME program due to its high poverty level, low per capita income, and fiscal distress.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**
Not applicable	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
62,072.08	25,239.60	50,046.04	0	36,265.64

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	1
Number of households supported through Rehab of Existing Units	10	14
Number of households supported through Acquisition of Existing Units	0	0
Total	**11**	**15**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Over the years, the City's rehabilitation program has been able to help fewer and fewer families due to increasing building material costs and level of repairs needed. Instead of trying to correct all code violations which may exist in a home, the focus has shifted to assist with the most expensive items a homeowner may face at any given time. Adding the ability to correct a home's major systems and components that are toward the end of their useful life before they become an emergency situation will save homeowners thousands of dollars.

Community Development Department staff attended many community/neighborhood events during 2023-2024, distributing materials and increasing awareness for the rehabilitation program. Attendance at those meetings has produced several new applications for assistance. This program year, of the Twelve (12) projects provided rehabilitation assistance, zero (0) were in one of the three local target areas. Further, the City received three (3) additional applications in one of the three local target areas. Of those, all three (3) were denied for not meeting program program eligibility requirements. A new staff position was added at the beginning of the 2023 program year, to assist with the processing of rehabilitation loan applications and other related housing initiatives. This added staff capacity has resulted in a significant increase in received, processed, and approved applications for rehabilitation assistance. City staff are now administering rehabilitation funds for owner and non-owner occupied properties from three (3) unique sources: CDBG, ARPA, and MI-HOPE (from the Michigan State Housing Development Authority). Seven (7) ARPA rehabilitation projects were completed during the 2023 program year. Four (4) CDBG rehabilitation projects have already been approved for the 2024 program year and are awaiting bids from local contractors. In addition, a combined thirteen (13) rehabilitation projects utilizing ARPA and/or MI-HOPE funds are pending for the 2024 program year.

Discuss how these outcomes will impact future annual action plans.

Offering rehabilitation loans for homeowners facing major components nearing the end of their useful life will continue as a high priority. City staff will continue administering funds from multiple funding sources for owner and non owner-occupied properties, including CDBG, ARPA, and MI-HOPE.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	5	1
Moderate-income	6	1
Total	**12**	**2**

Table 13 – Number of Households Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City of Jackson staff does not specifically reach out to homeless persons and assess their individual needs. However, staff does participate with the Jackson County Continuum of Care (CoC) and, in the past, has served as a co-chairperson to the Board. The CoC is comprised of various community service organizations and governmental entities that meet monthly to discuss emerging needs and strategically plan to address those needs, be it legal, social, practical, or others. On January 31, 2024, members of the CoC participated in the annual Point in Time (PIT) count to document the number of sheltered and unsheltered homeless persons residing in the community. The CoC provides funding to community service providers to screen and evaluate those living in a shelter or are otherwise homeless to assess an individual's or family's acuity. The screening tool is applied across multiple components then prioritizes who to serve next and why, while concurrently identifying areas in the person/family's life where support is most likely necessary to avoid housing instability.

A designated Housing Assessment and Resource Agency (HARA) is the primary access point for all homeless persons or those at risk of becoming homeless who are also able to be initially assessed through other avenues, such as emergency shelters, domestic violence shelters, veterans' providers, etc. The CoC uses the same assessment tool at all access points with criteria modifications for specific subpopulations, namely the Service Prioritization Decision Assistance Tool (SPDAT). The Tool determines each household's housing and service needs, but also prioritizes households for housing program referrals for permanent supportive housing, rapid re-housing, or supportive services only.

Addressing the emergency shelter and transitional housing needs of homeless persons

The 2023 PIT count performed by the CoC indicated 99 homeless individuals were documented, a decrease of approximately 28% from 2023. Of those, 87 were reported as sheltered and 12 were reported as unsheltered. Eight (8) individuals were considered chronically homeless, 38% fewer than in 2023, defined as a single person (or head of household) who experienced four (4) homeless episodes during the previous 12 months. Of those, 4 were reported as sheltered and 4 were reported as unsheltered.

The 2023 Housing Inventory Count (HIC) reports one-hundred (100) year-round beds in shelters for those experiencing homelessness. Forty-nine (49) beds are reserved for households without children and fifty-one (51) beds are available for households with children. In addition, the Rapid Re-Housing program reports fifty-four (54) year-round beds; Permanent Supportive Housing supplies forty-one (41) year-round beds; and Housing/Leasing Assistance supplies seventy-six (76) beds.

The Housing Assessment Resource Agency (HARA) screens clients to determine the appropriate housing interventions. Through the "no wrong door" approach, though, the screening can be accomplished by another agency and coordinated through the HARA. The assesment tool quickly evaluates the health and social needs of those experiencing, or are at risk of, homelessness to help identify the best type of support and housing intervention by relying on three (3) categories of recommendation:

- *Permanent Supportive Housing* - individuals or families who need permanent housing with ongoing access to services and case management to remain stably housed;
- *Rapid Re-Housing* - individuals or families who are likely to achieve housing stability over a short period of time through a medium or short term rent subsidy and access to support services;
- *Diversion* - individuals or families who do not require intensive supports but may still benefit from access to affordable housing with some light touch services. In these cases, the assessment tool recommends affordable or subsidized housing but no financial assistance.

In December 2022, the Jackson City Council approved the use of American Rescue Plan Act (ARPA) funds for temporary homeless hotel stays, with the goal of helping homeless families and individuals obtain safe and warm temporary shelter. City staff administered this program for the first ten (10) days, and a local non-profit agency (Residents in Action) handled placements and other assistance from December 24, 2022 to March 31, 2023. In total, $208,720 was expended from ARPA funds, providing assistance for 70 families/111 unique individuals. A homeless resource fair was also held at the conclusion of this program, with numerous local social service agencies in attendance to provide outreach and support. An additional $3,000 in ARPA funds was used to purchase convertible sleeping bag/coats, with twenty (20) units distributed to indviduals residing on the streets of Jackson. The work of Residents in Action continued into FY 2023-2024, with the hosting of a second community outreach event. The group also formlized the purchase of a the former T.A. Wilson school, with plans to convert it into a homeless shelter and outreach center. The final transfer of ownership and redevelopment of the site is expected to take place during FY 2024-2025.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Members of the CoC constantly evaluate and report gaps in services for Jackson's homeless population. The CoC operates a Coordinated Entry process that standardizes the way individuals and families at risk of homelessness are assessed for, and referred to, the housing and services they need for housing stability. The United Way of Jackson County also funds Central Michigan 2-1-1 which can connect persons in need with health and human resources available in the area simply by dialing 211 on their phone. The United Way also facilitates a monthly Emergency Needs Coalition meeting allowing various

community service and faith based organizations to come together to share resources they have available and to problem solve.

The onset of COVID-19 provided great insight into where gaps truly exist in providing key services to the Jackson community. Instead of assuming where these discrepencies existed from anecdotal reporting, the reality and priority of unmet needs became known, and are continuing to materialize, as Jackson deals with the real-time existence and emergence. On September 21, 2021, the City of Jackson was notified that it was eligible to receive $1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities. Two non-profit housing partners have been identified and approved to construct two (2) homes each for a total of four (4) affordable rental homes, serving HOME-ARP specified “qualifying populations.” Homes will be constructed in neighborhoods aligning with the City of Jackson master plan, and construction is anticipated to begin in late fall 2024. Additional HOME-ARP funds may be made available for future rental home construction projects based on phase one performance. Plans for HOME-ARP-funded rehabilitation projects will be solidified in the coming years. All HOME-ARP funds must be expended by September of 2030.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to operating a Coordinated Entry process, the CoC also adopted the Housing First model which prioritizes housing to people experiencing homelessness. By attending to a person's critical needs of food and shelter first, it is believed they will then be able to focus on other needs such as getting a job, learning how to budget properly, or attending to any substance abuse issues. Housing First does not require a person experiencing homelessness to address all of their problems or attend a variety of service programs before receiving assistance. Once housing is stabilized, individuals are offered supportive services but are not required to participate.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

In July 2021, the JHC and City successfully partnered in a Choice Neighborhoods Planning grant application, which was awarded in November 2021. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. During the process, the JHC and City participated in bi-weekly planning team calls with Collabo, the consultant engaged by JHC to guide it through the planning process. A steering committee was formed with numerous members representing non-profit entities, faith-based organizations, schools, local police, local residents and others. Several community meetings took place within the Choice Neighborhood boundaries to introduce the concept of Choice Neighborhoods and what it could mean for the selected area. JHC staff were available at the community meetings to discuss ideas and assist with survey questions. The two (2)-year planning grant has officially ended, and it is anticipated that the JHC will apply for the full implementation grant in the next 12-24 months.

The JHC welcomed a new Executive Director in November, 2023. Staff was downsized by 30% during the final two quarters of FY 2023, in order to maximize resources by various positions wearing multiple hats, and in accordance with PHA industry standards. The mission of the JHC no longer adheres to the previous supportive services case management duties, and will now focus solely on housing and vouchers.The JHC remains dedicated to selling all of its scattered site homes. 2023-2024 upgrades include a new security camera system, drywall on both floors of the Reed Manor D building (damaged by a 2021 fire), repainted basketball courts at Chalet Terrace, and electrical system upgrades. The JHC has been approved for $1.4 Million in Capital Funds from HUD for fiscal year 2024, including the ability to draw 25% of that $1.4 Million for operational expenses.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Residents of the three public housing complexes continue to be actively engaged with anticipated RAD conversions at Shahan-Blackstone North and Chalet Terrace. In addition, Reed Manor residents were especially busy assisting with the Choice Neighborhood planning to ensure future redevelopment will

meet their housing visions with the amenities most needed. Reed Manor residents identified kitchens and bathrooms as being the areas that are most in need of upgrading. In terms of preferred indoor community spaces, the top choices were for an upgraded laundry room, a gym or fitness center, and a game room. Preferred outdoor site features included new benches, barbecue areas, and security features, as well as more convenient parking. For the larger neighborhood, residents identified the need for additional houses of worship, as well as a bakery and pharmacy within walking distance.

Actions taken to provide assistance to troubled PHAs

The Jackson Housing Commission is currently designated as "troubled" by HUD. During the 2023-2024 FY, The JHC submitted their first audit without a "disclaimed opinion" in four (4) years, balanced their budget for the first time in four (4) years, and received an approval of the Annual Plan from HUD for the upcoming fiscal year. These positive changes will allow for RAD and development work to take place at their various properties. Upon the next HUD Audit, we expect to be on a path out of the "troubled" status by the end of this fiscal year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Jackson does not intentionally create policies, codes, or rules that produce barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

Conversations with local housing providers reveals affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or ruined as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

City staff continues to maintain its network of state and local public agencies and non-profit service providers and facilitates meetings when appropriate. The use of CDBG or HOME funds to meet underserved needs is subject to fluctuations in annual funding. The CARES Act and subsequent federal and state subsidies provided unprecedented levels of funding in the community to address a variety of urgent needs from keeping families housed to supporting small businesses.

The City of Jackson owns over six-hundred (600) vacant, buildable residential lots. Development of these parcels could provide owner-occupied and/or rental housing for many Jackson residents. The City instituted a policy to sell these lots at a flat rate of $300 per lot to interested developers, provided they enter into a development agreement with the City to build a home on said lot.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the Michigan Department of Health and Human Services (MDHHS), environmental exposure to lead in amounts sufficient to cause illness and neurological damage in children remains a significant concern in Michigan. Jackson County has been identified as one of 14 counties in Michigan at high risk for childhood lead exposure and poisoning. Lead-based paint hazards are a major concern for the City's young children and pregnant women as over 90% of all housing was constructed prior to 1978.

Housing built prior to 1978 (when federal law banned the use of lead-based paint in residential housing) is considered to be at risk of containing some amount of lead-based paint. The amount of lead pigment in the paint increases with the age of the housing. Housing built prior to 1950 remains a significant concern for lead poisoning as 1950 is often recognized as the "threshold" to lower levels of lead-based paint. Before 1940, paint typically contained high amounts of lead, often 10 to 50 percent. In the early 1950s, paint industry standards voluntarily called for limiting lead content to 1%. With approximately 77% of the housing stock built prior to 1950, Jackson housing units pose a high risk of containing significant lead-based paint hazards. Young children of very low- and low-income households are most likely to reside in older housing, and are disproportionately at risk of lead poisoning. Rental properties make up a large percentage of the City's housing units. If units containing lead-based paint are not properly maintained, the risk of young children coming into contact with lead-paint hazards will continue to climb.

Inspections of non-owner occupied housing units assess deteriorated paint and are cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home receive a combination lead paint inspection/risk assessment and, if hazards exist, treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – Unfortunately, rising construction costs led to the suspension of offering low-income homeowners a full rehabilitation to correct all code violations. However, up to $25,000

is available through a five year, zero-interest, deferred loan with a partial low repayment factor to replace a home's major components that haved failed or are nearing the end of their useful life. By assisting homeowners address the major aspects of home ownerhip maintenance needs, more households benefit from the City's limited CDBG funds. Additional rehabilition projects are also being undertaken, utilizing funds from the ARPA Expanded Rehabilitation Program and the MSHDA MI-Hope Weatherization/Energy Efficiency Program.

- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Four properties have been constructed and sold as of the writing of this report, as part of the DeLand Point Project. Additional new home construction projects are being facilitated by the City of Jackson, as part of a Home Investment Partnership Program (HOME) substantial amendment. Construction is anticipated to begin in late Fall, 2024.
- *Homeowner Rehabilitation* - The HOME-funded Partnership Park rehabilitation project, subgranted to CAA, serves as a successful program for homeowner rehabilitation. was changed from a homebuyer to a homeowner activity in April 2022. Five (5) homes have sold thus far, and one (1) rehabilitation project was completed during the 2023-2024 program year. Rehabilitation projects are ongoing with expected completion of various projects during ther 2024-2025 program year.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff actively participates with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments ensures compliance with federal rules and regulations and the timely expenditure of CDBG funds. The Greater Jackson Habitat for Humanity receives technical assistance and guidance by various City staff as its new housing construction project proceeds.

The onset of COVID-19 made the community keenly aware of the need to develop a stronger institutional structure. As the seriousness of the novel coronavirus became evident to Michigan communities, the Mayor and City Manager worked closely with community stakeholders. Among partners were local health care leaders such as Henry Ford Allegiance Health, the Jackson County Health Department, the Center for Family Health, the United Way of Jackson County, Community Action Agency, and others to coordinate local non-profits' efforts to address the emerging needs of the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Once a year, the Jackson City Council holds a public hearing to specifically gain input from the community on general housing and community development needs prior to the start of the annual funding process. Comments received during the public hearing are considered by the City Council and incorporated into the Annual Action Plan and/or Consolidated Plan. City staff actively participates with the CoC; members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Members of the Affordable Housing Development Board come from local housing non-profits, area social service agencies, the landlord community, real estate, and City leaders. The collective knowledge and experience of this group allows for collaborative dialogue and sensible solutions to Jackson's housing issues. A staff liaison ensures the recommendations of the AHDB are shared with City leaders.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The purpose of an Analysis of Impediments to Fair Housing is to determine if possible discrimination to housing choice exists in the community within the seven (7) federally protected classes of race, religion, sex, color, national origin, disability, or familial status. In early 2017, the Jackson City Council adopted a non-discrimination ordinance and recently updated Jackson's Fair Housing Ordinance, found at Chapter 14, Article IV of the City of Jackson Code of Ordinances to include several additional classes protected from housing discrimination as follows: religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

While the City's Fair Housing ordinance includes protected classes beyond those identified at the federal level, local housing advocates report discriminatory practices are often not pursued. Tenants are usually in "survival mode" and are more interested in obtaining housing than proceeding with legal action. The process is intimidating, takes time, and is not clear cut. Oftentimes a discriminatory practice may be the underlying issue but housing is denied for minor legitimate reasons making prosecution especially difficult.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is completed mainly through desk reviews. With City departments overseeing funded projects, access to immediate review and consultation is easily achieved. Employees with many years of experience managing federally-funded projects oversee these activities. Responsible staff has found few if any issues to address. Staff regularly review program and project files to maintain compliance at all levels.

All expenditures of CDBG/HOME funds are thoroughly reviewed for eligibility and adequate documentation. Once approved for compliance, invoices are submitted for payment where they are further evaluated before processing. An independent auditor performs a single audit of the City's federal grants annually.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Jackson encourages all citizens, and especially those for whom activities are targeted, to participate in the planning and utilization of CDBG and HOME funds. The City of Jackson also invites active participation by local and regional institutions, the Jackson County Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in developing and implementing the Consolidated Plan and Annual Action Plan. The ability for citizens to participate in community development goes beyond the formal processes described in the Citizen Participation Plan through day-to-day involvement and interaction with City staff, formal boards, planning committees, ad hoc advisory groups, and the Mayor and City Council.

Notice of upcoming public hearings and open comment periods is published in local newspapers at least 10 days in advance. Information is also posted on the City's website and on its social media platforms. The Consolidated Plan and Annual Action Plans provide a 30-day public comment period while the Consolidated Annual Performance and Evaluation Report is 15 days. Comments are taken orally or in writing, are considered by the Jackson City Council, and incorporated into the document to which they pertain.

A Public Hearing to obtain citizen comments regarding the FY 2022 program performance was held during the Jackson City Council's September 26, 2023 regular meeting. During the public hearing, comments were received from five individuals and included:

- Surprise that no public comments were generated from the various CAPER public postings throughout the City of Jackson
- Questions regarding the number of black/African American individuals and families assisted with CDBG and HOME funds
- Specific questions regarding CAPER data, addressed during the hearing by City staff
- Unrelated comments concerning past and current homeless initiatives administered by a local non-profit

No public comments were received outside of the public hearing.

The notice for the September 24th public hearing was published by MLive on August 20th. The affidavit of publication is below:

INSERT PUBLICATION AFFIDAVIT HERE

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Staff does not foresee a change in Jackson's program objectives, which include housing rehabilitation, new or converted housing, blight elimination through clearance, and public infrastructure and facility improvements. Concentrating resources within these objectives versus spreading limited funds among a variety of unfocused activities has proven extremely effective in improving the community and local economy.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Jackson has not invested HOME funds in rental housing; rather it has concentrated on low-income homeowners or homebuyers receiving assistance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City of Jackson has not produced rental or homebuyer projects consisting of five (5) or more units.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During Program Year 2023-2024, the City received program income in the amount of $25,239.60. This program income derived from HOME-funded rehabilitation loans completed during prior years. The City expended $50,046.04 in program income during 2023-2024.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City of Jackson ensures landlords maintain housing units to decent, safe, and sanitary conditions through a three-year housing inspection process. City administration helps private developers access funding resources that may be available, such as LIHTC. During the 2023-2024 program year, the City's CHDO completed the build and sale of the fourth and final new construction project for the DeLand Point project.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities	3	1
Total Labor Hours	6,733	757
Total Section 3 Worker Hours	0	0
Total Targeted Section 3 Worker Hours	0	0

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to generate job applicants who are Public Housing Targeted Workers		
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		
Direct, on-the job training (including apprenticeships).		
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.		
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).		
Outreach efforts to identify and secure bids from Section 3 business concerns.		
Technical assistance to help Section 3 business concerns understand and bid on contracts.		
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.		
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.		
Held one or more job fairs.		
Provided or connected residents with supportive services that can provide direct services or referrals.		
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.		
Assisted residents with finding child care.		
Assisted residents to apply for, or attend community college or a four year educational institution.		
Assisted residents to apply for, or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.		
Provided or connected residents with training on computer use or online technologies.		
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.		
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.		
New employee training		
Other.		

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Staff have completed in-person and virtual training for the Section 3 program. Staff looks forward to creating a program and implementing new protocols during the 2024-2025 program year.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Approve Substantial Amendment #1 for the reallocation of HOME funds

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Recommendation:

> Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 24, 2024

RECOMMENDATION: Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

ISSUE STATEMENT

The submission of a "substantial amendment" to an Annual Action Plan is required when it proposes to change the original purpose, location, or class of beneficiaries of a previously-approved activity whose cost exceeds twenty (20%) percent of the entitlement amount for the current program year. This requires the creation of a substantial amendment report, followed by a 30-day period for citizen comment, and finally submission to HUD.

Substantial Amendment #1 provides detail regarding the reallocation process, the proposed project to receive funding, and availability of the report for the public to review and comment. The proposed reallocation of HOME funds for a Habitat for Humanity construction project meets the HOME requirement to set aside a minimum of 15% of the City's annual awarded funds for a CHDO-recognized activity. The proposed project also aligns with the City's Five-Year Consolidated Plan and its 2024-2025 Annual Action plan goals and objectives, reallocating surplus funds from a previous Habitat for Humanity project to a new single-family affordable construction project.

DESCRIBE THE CONSEQUENCES

Failure to approve this substantial amendment will jeopardize the City's ability to meet its required 15% CHDO funding set-aside, and will jeopardize the City's requirement to spend the remainder of the surplus HOME funds from a previous Habitat for Humanity (CDHO) project.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, and substantial

amendment submission is handled by the Community Development Department.

SOLUTION

On September 10, 2024, City Council received a draft of Substantial Amendment #1. The final version of this substantial amendment is attached for consideration. To meet the City's public comment requirement specified by regulation, copies of the draft Substantial Amendment have been available for public review since August 20, 2024 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website.

As of the date of this memo, staff has not received comments from the public regarding this Substantial Amendment. Comments received during the public hearing or by the Grant Coordinator during the open comment period will be included in the final Substantial Amendment before submission to HUD. Each Councilmember received a draft copy of the Substantial Amendment on September 10, 2024 and may request modifications if deemed necessary before submission.

FACILITATE IMPLEMENTATION

Approve Substantial Amendment #1 for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

ATTACHMENTS

1. Substantial Amendment 1 - HOME 2024 (draft)
2. 9.24.24 Resolution--HOME Budget Reallocation, SA #1

JACKSON

Founded 1829

Substantial Amendment 1 to the 2024-2025 Annual Action Plan

Home Investment Partnership Program (HOME)

The attached document is a draft report. Please display until

Wednesday, September 25, 2024

Citizens are encouraged to provide comments regarding this report in writing to:

Community Development Department
ATTN: Cory Mays
161 W Michigan Ave, Jackson, MI 49201

Prepared by:

City of Jackson
Community Development Department
161 W Michigan Ave
Jackson MI 49201
517-768-6461

Substantial Amendment 1
to the
2024 – 2025 Annual Action Plan,
Year Five of the
2020 – 2024 Five Year Consolidated Plan

Executive Summary

The U.S. Department of Housing and Urban Development (HUD) published its annual formula allocations to entitlement communities and participating jurisdictions on May 7, 2024. The City of Jackson received an annual allocation of $278,557 through the Home Investment Partnerships Program (HOME). The Jackson City Council approved the submission of the 2024-2025 Annual Action Plan and funding allocations for the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds at their May 14th, 2024 meeting. During the preparation of the 2024-2025 Annual Action Plan, no specific plans were in place for the utilization of funds, although potential activities were being explored. When combined with anticipated program income in the amount of $20,200, the City expects to have $298,757 available to allocate toward affordable housing activities as a Participating Jurisdiction (PJ).

The Annual Action Plan specifically identified "homebuyer housing" as a goal for the use of HOME funds. The Five-Year Consolidated Plan indicated a need for new housing unit production to increase the availability of affordable housing to the City's low-income residents pursuing the American Dream of homeownership. The Five-Year Plan further named Habitat for Humanity as a specific Community Housing Development Organization (CHDO) partner for this work. The City of Jackson Housing Strategy and Policy Framework (March 2023) is a comprehensive, data-informed needs assessment of current and future housing needs. It identified the need for the rehabilitation of 3,000 existing units and the construction of 1,500 new units over a ten-year period.

During numerous Public Hearings over the past five years (and most specifically during the public hearing held prior to the development of the 2024-25 Annual Action Plan), the need for affordable housing was a recurring theme. The City of Jackson's current requirements for the use of HOME funds are as follows:

- **Administration** – no *more* than 10% of the annual budget may be set aside for administrative and planning activities ($29,876 maximum in FY 2024-25)
- **CHDO Reserve** – no *less* than 15% of the annual budget **must** be set aside for eligible CHDO activities ($44,814 minimum in FY 2024-25)
- **CHDO Operating** – (optional) cannot exceed 5% of the annual budget ($14,938 maximum in FY 2024-25)

In response to the popular citizen comments regarding the need for more affordable housing options, the City of Jackson proposes to allocate a portion of its FY 2024-2025 HOME grant to the Greater Jackson Habitat for Humanity for the construction of an affordable, accessible home for purchase by an income-qualifying family.

General Information

Grantee Name:	City of Jackson, Michigan
Department Administering Funds:	Community Development
Contact:	Cory Mays, Grant Coordinator 161 W Michigan Ave Jackson, MI 49201 (517) 768-6461 cmays@cityofjackson.org
Authorized Official	Daniel Mahoney, Mayor 161 W Michigan Ave Jackson, MI 49201 (517) 788-4028 dmahoney@cityofjackson.org
Website:	www.cityofjackson.org
Amount of HOME Allocation:	$161,000

Action Plan Amendments

The proposed changes to the 2024 – 2025 Annual Action Plan reallocates remaining HOME funding from a completed activity and CHDO reserve funds. The reallocation will leave no fund balance for the stated activity and permit closure of the project on HUD's reporting system. The reallocation will also allow the City to meet its required 15% CHDO set-aside for fiscal year 2022.

Fiscal Year	Program Year	Activity	Budgeted Amount	Amount to Reallocate
2021-2022	47	DeLand Point Program	$1,124,404.00	$89,797.26
2022-2023	48	DeLand Point Operating	$84,026.00	$14,669.36
2022-2023	48	CHDO Reserve	$129,404.00	$56,533.38
			Total to Reallocate:	**$161,000.00**

5	**Goal Name**	~~CHDO Reserve~~ New Construction
	Goal Description	~~HOME funds set aside for future CHDO-eligible projects yet to be identified~~ The approved CHDO activity involves the construction of a new housing unit, which will be sold to an income-qualified person or family upon completion

8	**Project Name**	CHDO Reserve Activity
	Target Area	West of Henry Ford Allegiance Health; ~~East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr~~
	Goals Supported	~~CHDO Reserve~~ New Construction
	Needs Addressed	Affordable Housing; the creation of one (1) affordable housing unit
	Funding	~~HOME: $269,757~~ HOME: $89,797.26 *(FY 2021-2022)* $14,669.36 *(FY 2022-2023)* $56,533.38 *(FY 2022-2023)* **$161,000.00** *(total from various fiscal years)*
	Description	~~Funds held in reserve for use by a certified CHDO on future eligible activities~~ Set-aside no less than 15% of the City's annual HOME allocation to a CHDO-eligible activity.
	Target Date	~~6/30/2028~~ 12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	~~Specific activities will be determined in the future~~ One (1) low to moderate-income family
	Location Description	~~Specific activities will be determined in the future~~ 316 E. Trail Street, located in Census Tract 2, Block Group 2
	Planned Activities	~~To be determined~~ Construct one (1) new homebuyer housing unit for a low income person or family

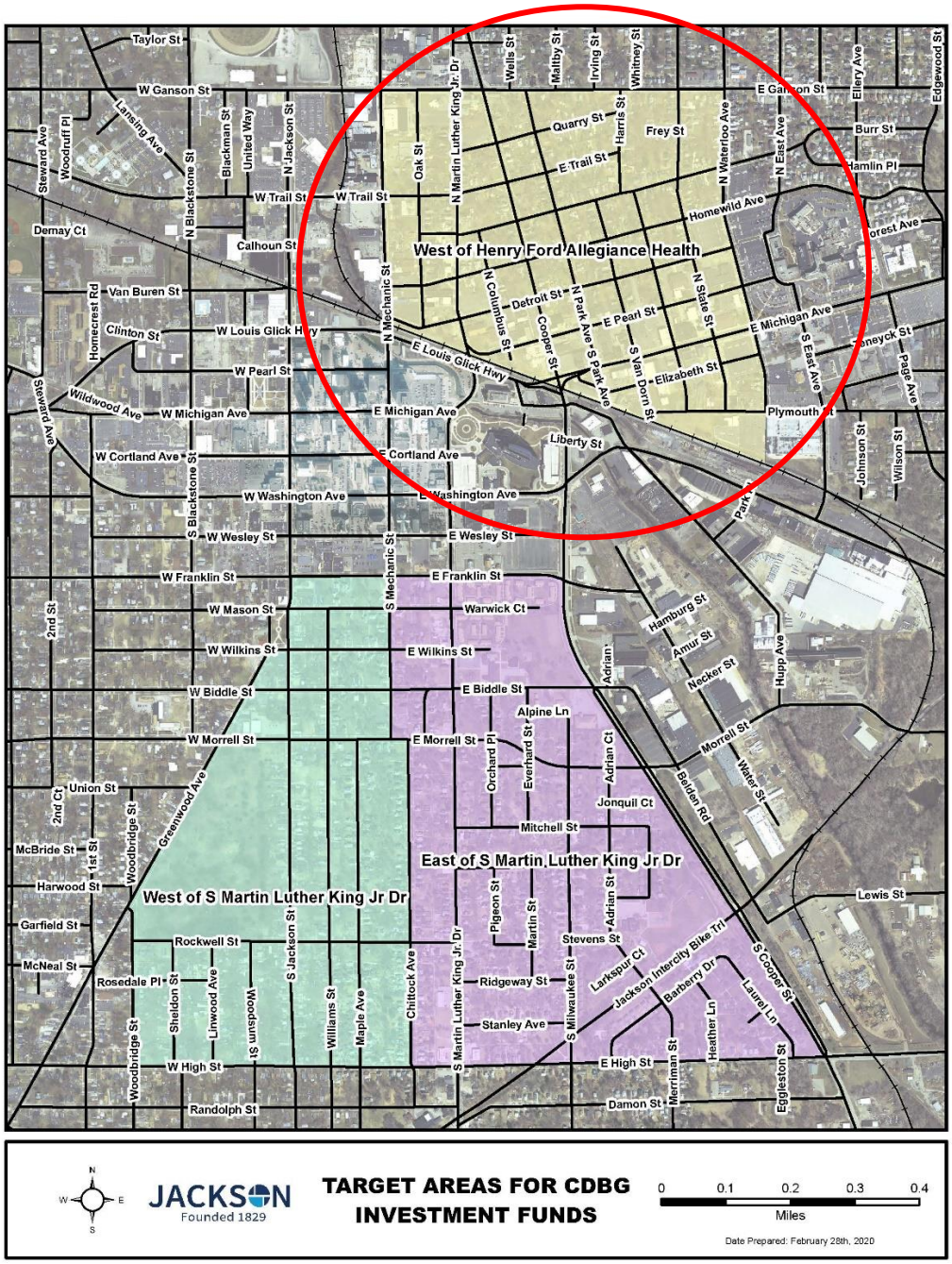
Proposed Project

The Greater Jackson Habitat for Humanity was a recent recipient of funds from the MICH grant program, administered by the Michigan State Housing Development Authority (MSHDA). These funds can be used for the construction of new accessible homes. Habitat for Humanity did not receive sufficient funds for the entire project, and a request was made to the City of Jackson for financial support. Habitat for Humanity has a strong track record of success in the City of Jackson, including the recent completion of four (4) new homes in the Deland Project (Franklin Street, immediately South of the YMCA). Habitat for Humanity also serves as a Community Housing Development Organization (CHDO) for the City of Jackson. The recommended reallocation of HOME funds as part of this substantial amendment would be used to support the construction of an affordable, accessible home at 316 E. Trail Street.

The City of Jackson also received funds from the MSHDA "MICH" program, and will be constructing four (4) new accessible homes alongside the proposed Habitat for Humanity project. This partnership represents another strong collaborative effort in Jackson between two organizations dedicated to providing quality housing for all Jackson residents. These new home construction projects are part of a larger City-wide effort to rehabilitate existing structures and construct new homes throughout the City, significant needs identified through a recent City-wide comprehensive housing needs assessment.

Target Area

The 2020-2024 Five-Year Consolidated Plan identified three (3) local target areas for funding allocation priorities: West of Henry Ford Allegiance Health, East of S. Martin Luther King, Jr. Drive, and West of S. Martin Luther King, Jr. Drive. The red circle on the map below illustrates the placement of the proposed Habitat for Humanity project, in the area ***West of Henry Ford Allegiance Health.*** This area was identified in the 2016 Master Plan as part of the Health and Downtown Neighborhoods, both of which were deemed transitional. This area was also labeled as place-making, forming part of the community's core and in the top tier for transit and non-motorized connectivity.



Citizen Participation

Notice of the Substantial Amendment and September 24, 2024 public hearing was published in the *Jackson Citizen Patriot*. Hard copies of the Substantial Amendment were distributed to the following locations for review:

City of Jackson
Community Development Department
161 West Michigan Avenue, 3rd floor
Jackson, MI 49201
(517) 788-4060

City of Jackson
City Clerk's Office
161 West Michigan Avenue, 1st floor
Jackson, MI 49201
(517) 788-4025

Shahan-Blackstone North Apartments
109 Shahan Drive
Jackson, MI 49202
(517) 787-0218

Jackson District Library
Carnegie Branch
224 West Michigan Avenue
Jackson, MI 49201
(517) 788-4087

Community Action Agency
1214 Greenwood Avenue
Jackson, MI 49203
(517) 784-4800

Reed Manor
301 Steward Avenue
Jackson, MI 49201
(517) 787-1188

Chalet Terrace
316 Barberry Drive
Jackson, MI 49203
(517) 787-1850

An electronic copy of this Substantial Amendment was also available on the City's website at www.cityofjackson.org/332/Grant-Reports. The public comment period began on August 22, 2024 and ends on September 24, 2024. The public was afforded an opportunity to provide comments directly to the Grant Coordinator and/or through the public hearing before the Jackson City Council at its regular meeting on September 24, 2024.

Citizen comments to be determined.

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2021-2022 and 2022-2023 (Years 47 & 48) HOME Budgets

WHEREAS, the U.S. Department of Housing and Urban Development approved the Home Investment Partnership Program (HOME) activities for fiscal years 2021-2022 (Year 47) and 2022-2023 (Year 48); and

WHEREAS, the City Council previously allocated funds for DeLand Point Programming, Deland Point Operating, and CHDO Reserve activities in Years 47 & 48; and

WHEREAS, the City Council desires to appropriate the unutilized funding from Years 47 & 48 to be made available for use in Year 50 for Habitat for Humanity New Construction.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

Fiscal Year	Program Year	Activity	Budgeted Amount	Amount to Reallocate
2021-2022	47	DeLand Point Program	$1,124,404.00	$89,797.26
2022-2023	48	DeLand Point Operating	$84,026.00	$14,669.36
2022-2023	48	CHDO Reserve	$129,404.00	$56,533.38
			Total to Reallocate:	**$161,000.00**

* * * * * *

STATE OF MICHIGAN }
} ss.
County of Jackson }

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 24th day of September, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 24th day of September, 2024.

By: _____
Andrea Muray *City Clerk*

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds

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Recommendation:

> Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 24, 2024

RECOMMENDATION: Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

ISSUE STATEMENT

The submission of a "substantial amendment" to an Annual Action Plan is required when it proposes to change the original purpose, location, or class of beneficiaries of a previously-approved activity whose cost exceeds twenty (20%) percent of the entitlement amount for the current program year. This requires the creation of a substantial amendment report, followed by a 30-day period for citizen comment, and finally submission to HUD.

Substantial Amendment #7 provides detail regarding the reallocation process, the proposed project to receive funding, and availability of the report for the public to review and comment. The proposed reallocation of CDBG-CV funds for the installation of benches and walking trails in the southern portion of Loomis Park will utilize the remainder of the City's CDBG-CV funds, will meet the HUD low-moderate income national objective, and will align with the City of Jackson Parks and Recreation Master Plan.

DESCRIBE THE CONSEQUENCES

Failure to approve this substantial amendment will jeopardize the City's ability to meet its required CDBG-CV spending deadline of June 30, 2026.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, and substantial amendment submission is handled by the Community Development Department.

SOLUTION

On September 10, 2024, City Council received a draft of Substantial Amendment #7. The final version of this substantial amendment is attached for consideration. To meet the City's public comment requirement specified by regulation, copies of the draft Substantial Amendment have been available for public review since August 20, 2024 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website.

As of the date of this memo, staff has not received comments from the public regarding this Substantial Amendment. Comments received during the public hearing or by the Grant Coordinator during the open comment period will be included in the final Substantial Amendment before submission to HUD. Each Councilmember received a draft copy of the Substantial Amendment on September 10, 2024 and may request modifications if deemed necessary before submission.

FACILITATE IMPLEMENTATION

Approve Substantial Amendment #7 for the reallocation of CDBG-CV funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).

ATTACHMENTS

1. Substantial Amendment 7 - Boos Benches 2024 (draft)
2. 9.24.24 Resolution--CDBG-CV Budget Reallocation, SA #7

JACKSON
Founded 1829

Substantial Amendment 7 to the 2019-2020 Annual Action Plan

Community Development Block Grant-Coronavirus (CDBG-CV)

The attached document is a draft report. Please display until

Wednesday, September 25, 2024

Citizens are encouraged to provide comments regarding this report in writing to:

Community Development Department
ATTN: Cory Mays
161 W Michigan Ave, Jackson, MI 49201

Prepared by:

City of Jackson
Community Development Department
161 W Michigan Ave
Jackson MI 49201
517-768-6461

Substantial Amendment 7
to the
2019-2020 Annual Action Plan,
Year Five of the
2015-2019 Five-Year Consolidated Plan

Community Development Block Grant – Coronavirus (CDBG-CV)
Loomis Park Benches and Walking Trails

Executive Summary

On March 27, 2020, President Trump signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, a $2 trillion economic relief package to protect the American people from the public health and economic impacts of COVID-19. The package specifically set aside $5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV). The first $2 billion in CARES Act funding for CDBG grantees was distributed using the 2019 formula allocation, of which $756,020 was earmarked for the City of Jackson. A second round of funding was provided to states only in May 2020 with a third round made on September 11, 2020 in which the City received an additional $189,425. An eligible use of CDBG-CV funds is to create, expand, or enhance public facilities to increase their long-term resiliency and ability to mitigate future coronavirus outbreaks, or other similar viral pandemics. Although currently experiencing a reduction in cases, it is incumbent upon the City to ensure its residents, especially the most vulnerable brackets of seniors and children, remain healthy by mitigating the effects of future coronavirus occurrences.

General Information

Grantee Name:	City of Jackson, Michigan	
Department Administering Funds:	Community Development Department	
Contact:	Cory Mays, Grant Coordinator 161 W Michigan Ave Jackson, MI 49201 (517) 768-6461 cmays@cityofjackson.org	
Authorized Official	Daniel Mahoney 161 W Michigan Ave Jackson, MI 49201 (517) 788-4028 dmahoney@cityofjackson.org	
Website:	www.cityofjackson.org	
Amount of CDBG-CV Funds:	$756,020 $189,425 $945,445	Round 1 April 2, 2020 Round 3 September 11, 2020 **Total CDBG-CV Funds**

Action Plan Amendments

IDIS #	Allocations	Original Amount Funded	Recaptured Balance
1745	Boos Center HVAC	$319,425.00	$93,107.13
1754	Loomis Park East Trail	$336,324.00	$5,703.00
1724	CDBG-CV Admin.	$60,000.00	$17,215.84
	Total:	**$715,749.00**	**$116,025.97**

Reallocated to:

Loomis Park Benches & Walking Trails	**$116,025.97**

IDIS Matrix Code: 03F – Parks, Recreational Facilities

Description: Addition of concrete pads, with steel benches bolted into the pad (some handicapped-accessible), with sidewalks in between to connect bench locations, placed far enough apart to encourage social distancing, and to provide a place of rest for folks walking/enjoying the park. This would occur at the South end of Loomis park. This expansion will provide supplementary open, outdoor exercise areas to prevent the spread of COVID-19 and prepare for potential future outbreaks.

National Objective: Low/Mod Area (LMA) 24 CFR 570.208(a)(1)

Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income. The service area encompasses a one-half mile radius of Loomis Park, with a low/mod percentage equating to 63.84%

Budget: **$116,025.97**

Proposed Project

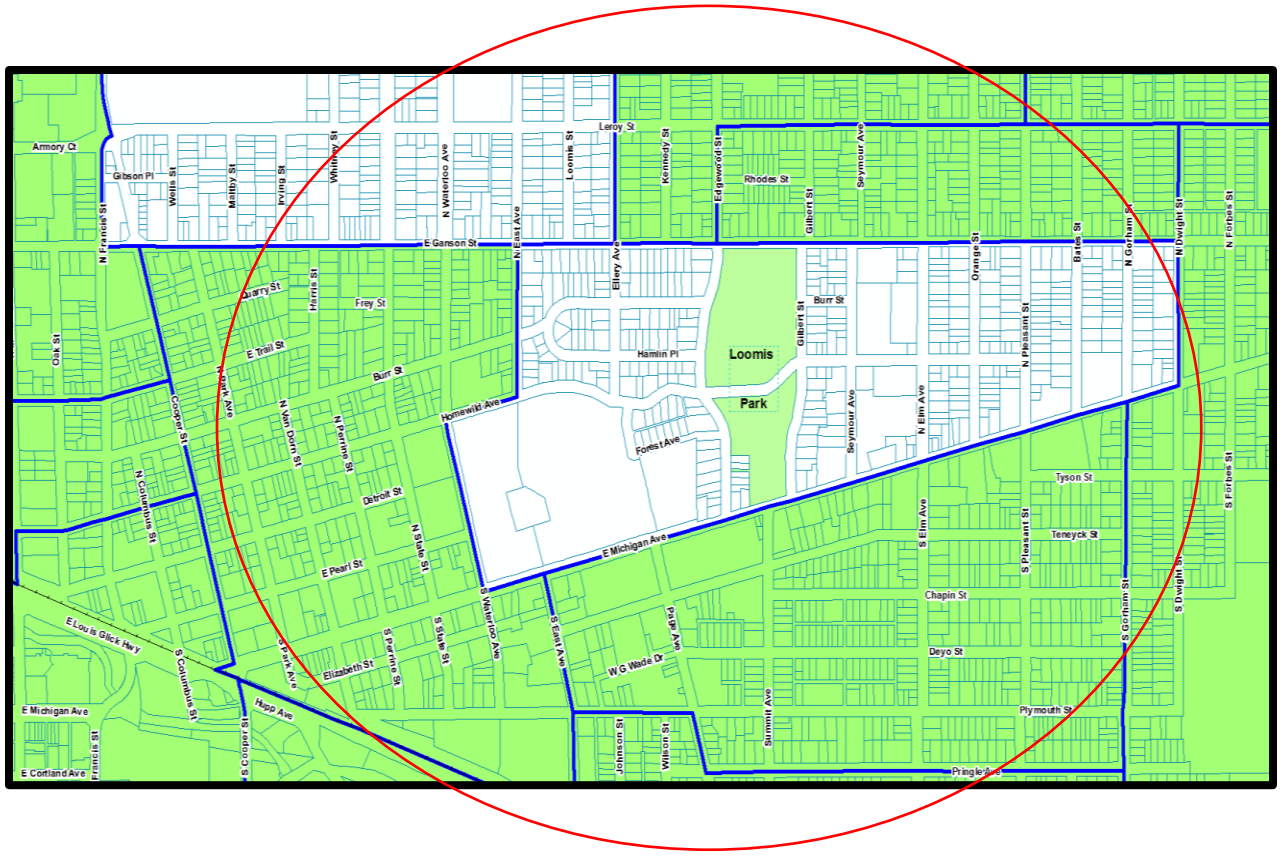
Use of CDBG-CV funds must always tie back to "prevent, prepare for, and respond to the coronavirus now and in the future." Research has shown that an individual's physical and mental well-being can be improved through access to and use of tools to increase exercise and physical activity. Physical activity benefits the body by boosting immune function necessary to fight off infection and is especially important during a pandemic. In addition, physical activity helps to boost mood, strengthen bones and to prevent and manage chronic conditions. Additional studies have shown that individuals who spend more time outdoors have lower levels of anxiety and depression than those who remain indoors. Improving Loomis Park to expand its trail system will provide tools for the surrounding neighborhoods to prevent and prepare for further surges of coronavirus or other similar viral outbreaks.

The remainder of the City's CDBG-CV funds will be re-allocated to provide funding for additional upgrades to Loomis Park. The upgrades will consist of all necessary grading and installation of a metal benches with concrete pads (some handicapped-accessible), with sidewalks in between (where needed) to connect bench locations and create additional walking/exercise opportunities. Benches and sidewalks will be installed along Michigan Avenue between Gilbert and Edgewood (benches), Edgewood between Michigan Avenue and Homewild (benches and some sidewalk), Gilbert between Michigan Avenue and Homewild (benches and some sidewalk), and Homewild between Edgewood and Gilbert (benches and some sidewalk).

Service Area

National Objective – LMA

Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2024 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 83.51%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the surrounding area. The picture below demonstrates low- to moderate-income areas surrounding the park in green. One block to the east of the park is the John George Home whose elderly, indigent residents take great delight in using the park as well as the many families in this densely populated area. Census Tract 4, Block Group 5 has historically been designated as a low- to moderate income area. The green block groups surrounding the park, range in percentage of low- to moderate-income residents from 40.00% to 81.25%.



The red circle on the map (page 2) represents the ½ mile radius surrounding Loomis Park, identified as the total service area for these facilities. The low/mod service percentage of 63.84% was calculated by averaging all LMI percentages from the impacted census tracts/block groups, as shown in the chart below:

1/2 Mile Radius of Loomis Park

CT	BG	Population	LMI Pop	% LMI	
4	1	425	170	40.00%	
4	2	980	560	57.14%	
4	3	720	450	62.50%	
4	4	640	440	68.75%	
4	5	940	785	83.51%	Park Location
12	2	920	550	59.78%	
12	3	640	520	81.25%	
69	1	810	350	43.21%	
69	3	510	400	78.43%	
	Total:	**6,585**	**4,225**	**63.84%**	

**Map, chart, and supporting data derived from the HUD Fiscal Year 2024 ACS 5-year 2016-2020 Low-Moderate Income Summary Data (FY 2024 ACS 5-Year 2016-2020 Low- and Moderate-Income Summary Data - HUD Exchange)*

Citizen Participation

Notice of the Substantial Amendment and September 24, 2024 public hearing was published in the *Jackson Citizen Patriot*. Hard copies of the Substantial Amendment were distributed to the following locations for review:

City of Jackson
Community Development Department
161 West Michigan Avenue, 3rd floor
Jackson, MI 49201
(517) 788-4060

City of Jackson
City Clerk's Office
161 West Michigan Avenue, 1st floor
Jackson, MI 49201
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Shahan-Blackstone North Apartments
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(517) 788-4087

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1214 Greenwood Avenue
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Reed Manor
301 Steward Avenue
Jackson, MI 49201
(517) 787-1188

Chalet Terrace
316 Barberry Drive
Jackson, MI 49203
(517) 787-1850

An electronic copy of this Substantial Amendment was also available on the City's website at www.cityofjackson.org/332/Grant-Reports. The public comment period began on August 22, 2024 and ends on September 24, 2024. The public was afforded an opportunity to provide comments directly to the Grant Coordinator and/or through the public hearing before the Jackson City Council at its regular meeting on September 24, 2024.

Citizen comments to be determined.

City of Jackson, Michigan
Resolution to Amend the Fiscal Year
2020-2021 (Year 46) CDBG-CV Budget

WHEREAS, the U.S. Department of Housing and Urban Development approved the Home Investment Partnership Program (HOME) activities for fiscal year 2020-2021 (Year 46); and

WHEREAS, the City Council previously allocated funds for Boos Center HVAC, Loomis Park East Trail, and Administration activities in Year 46; and

WHEREAS, the City Council desires to appropriate the unutilized funding from Year 46 to be made available for use in Year 50 for Loomis Park Benches and Walking Trails.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

Fiscal Year	Program Year	Activity	Budgeted Amount	Amount to Reallocate
2020-2021	46	Boos Center HVAC	$319,425.00	$93,107.13
2020-2021	46	Loomis Park East Trail	$336,324.00	$5,703.00
2020-2021	46	CDBG-CV Admin.	$60,000.00	$17,215.84
			Total to Reallocate:	**$116,025.97**

* * * * * *

STATE OF MICHIGAN }
} ss.
County of Jackson }

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 24th day of September, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 24th day of September, 2024.

By: _____
Andrea Muray *City Clerk*

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Approve proposed zoning ordinance text amendments.

Recommendation:

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Atkin, Zoning Administrator

DATE: September 24, 2024

RECOMMENDATION: Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ISSUE STATEMENT

Promote adaptive reuse of larger nonresidential vacant buildings; i.e. former churches and/or public school buildings, in the R-1, R-2, R-3, R-4, R-5, and R-6 zoning districts.
At the regularly scheduled September 4, 2024 planning commission meeting, a motioned to recommend approval to City Council the proposed zoning ordinance text amendment to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses which will permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses was passed by a 5-0 roll call vote.
Yeas: Poole, Mauldin Saucedo, Johnson, and Hammontree. Nays: None. Excused: Greene and Wood. Absent: Mahoney.

DESCRIBE THE CONSEQUENCES

Limiting the type of reuse of larger nonresidential vacant buildings in residential districts may perpetuate vacancy and increase blight.

OWNERSHIP

The City of Jackson is responsible for sound land use planning and land use patterns. Providing an option for uses different than the intended use of specific building types may lessen the duration of vacancy and possible blight.

SOLUTION

Amend the zoning ordinance to permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses.

FACILITATE IMPLEMENTATION

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ATTACHMENTS

1. Packet to CC - Resource Center_Shelter Ord

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Atkin, Director of Planning/Zoning Administrator

DATE: Council Meeting – September 24, 2024

RECOMMENDATION: Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

ISSUE STATEMENT

Promote adaptive reuse of larger nonresidential vacant buildings; i.e. former churches and/or public school buildings, in the R-1, R-2, R-3, R-4, R-5, and R-6 zoning districts.

At the regularly scheduled September 4, 2024 planning commission meeting, a motioned to recommend approval to City Council the proposed zoning ordinance text amendment to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses which will permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses was passed by a 5-0 roll call vote.

Yeas: Poole, Mauldin Saucedo, Johnson, and Hammontree. Nays: None. Excused: Greene and Wood. Absent: Mahoney,

DESCRIBE THE CONSEQUENCES

Limiting the type of reuse of larger nonresidential vacant buildings in residential districts may perpetuate vacancy and increase blight.

OWNERSHIP

The City of Jackson is responsible for sound land use planning and land use patterns. Providing an option for uses different than the intended use of specific building types may lessen the duration of vacancy and possible blight.

SOLUTION

Amend the zoning ordinance to permit resource centers with group and/or family shelters larger nonresidential vacant buildings in the R-1, R-2, R-3, R-4, and R-6 zoning districts as conditional uses.

FACILITATE IMPLEMENTATION

Approval of proposed zoning ordinance text amendments to Section 28-5. – Definitions; Section 28-71. – Permitted and conditional uses; Site and Building Design Standards, Section 28-100; and Section 28-145. – Conditional uses.

Resource Center with a Group and/or Family Shelter

(RED LINE DRAFT)

DRAFT – March 28, 2024
REVISIONS – May 13, 2024

I. Add the following to Section 28-5. - Definitions.

Resource center ~~and~~ with group and/or family shelter means a building with co-located ~~where~~ supportive services such as, but not limited to, employment counseling, educational instruction, vocational training, temporary habitable rooms~~sleeping units~~, bathing, eating, laundry facilities, and housing case management is provided to individuals, domestic family, or functional equivalent of a domestic family. A resource center with group and/or family shelter does not include alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.

Family shelter means a single family dwelling that shelters a family who are persons related by blood, marriage or adoption, or no more than four individuals occupying a dwelling unit who are committed to living together as a single housekeeping unit.

Group shelter means a structure or portion of a structure shelters multiple people of the same gender who are unrelated. In a women's shelter, this could also include a single mother with children. Group shelters are supervised at all hours that the residents are present.

Habitable(s) room means any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, ventilation, electricity, and public safety requirements.

II. Amend and add the following to the table in Section 28-71. - Permitted and conditional uses.

Use			Zoning Districts											
(135)	Resource centers		R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
	a.	Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.	C	C	C	C	C	C	P	P	P	P		
	b.	Resource center and with group and/or family shelter (see Section 28-5 for definition)	C	C	C	C	C	C						

III. Add the following to the table under "*Dwellings and other residential uses*" in Section 28-100. - Off-street parking, loading, and access design standards.

Table of General Off-Street Parking Space Requirements			
Use	Range of Parking Spaces		
	Min.	Max.	Measurement
Dwellings and other residential uses			
Resource center with group and/or family shelter	1.00	1.00	space for each 6 beds; plus
	1.00	1.00	Space per employee on maximum shift

IV. Amend and add the following to Section 28-145. - Conditional uses. Subsection (d) *Additional development requirements for certain conditional uses.*

(15) *Resource Center ~~and~~ with Group and/or Family Shelter.* To mitigate impacts in the vicinity of residential neighborhoods, the following conditions shall be met:

a. A minimum distance of 1,000 feet shall be maintained between all resource centers with group and/or family shelters as permitted and approved by this chapter.

b. A resource center with group and/or family shelter shall not be less than 500 feet from any religious institution, public or private school, or child daycare facility.

~~a.~~c. Area of lot/parcel shall not be less than 0.75 acres (32,670 square-feet).

d. Building footprint of existing or new buildings shall not be less than 7,500 square-feet.

e. Site shall be within a reasonable walking distance of a public transportation (bus) stop.

~~b.~~f. Accessory structure shall meet the standards and requirements of Section 28-120.

~~c.~~g. A security and operations plan shall be submitted with the conditional use permit application. A security and operations plan shall include:

1. A complaint response program that identifies specific strategies and methods designed to maintain the premises in a clean and orderly condition, minimize potential conflicts with the owners/operators and uses of neighboring property, and prohibit unlawful behavior by occupants of the resource center ~~and~~ with group and/or family shelter on the site or adjacent public right of way. The community relations and complaint response program shall include at least the following elements:

   i. Identify a representative of the resource center and shelter, including the representative's name, telephone number, and email, who will meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; and

   ii. A dedicated twenty-four (24) hour telephone line for the purpose of receiving complaints~~;~~.

2. A provision requiring a representative of the resource center and shelter to meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center;

3. All resource centers with group and/or family shelter(s) shall require residents participate in wrap-around services which involve individual case management;

4. A plan to maintain noise levels in compliance with Chapter 17, Article IV. of this code;

5. Design requirements that ensure any areas for queuing take place within the footprint of the principal building and will not occur on any public street or sidewalk;

6. Designation of a location for smoking tobacco outdoors in conformance with state laws;

7. A provision stating that any trash strewn on the premises be collected and deposited in a trash receptacle by six o'clock (6:00) A.M. the following day, including any smoking and parking lot areas; and

~~2.~~8. A provision stating that portable trash receptacles on the premise be emptied daily and that other receptacles be emptied at a minimum of once per week or as needed.

~~d.~~h. The building includes windows and doors in sufficient quantities and locations that allow

people inside the building to see all exterior areas of the site.

~~e.~~i. Lighting, meeting the requirements of Section 28-109 of this Chapter, ~~is~~ shall be sufficient to illuminate building site, entrances, and access points from public streets and sidewalks to the building.

~~f.~~j. Landscaping, meeting the requirements of Section 28-105 of this Chapter, ~~is~~ shall be arranged on the site in a manner that does not create hidden spaces or block sight lines between the building, public spaces, parking areas and landscaped areas.

~~g.~~k. If the zoning district does not require a landscape buffer, the planning commission may establish a reasonable and appropriate landscape buffering requirements as a condition of approval.

~~h.~~l. Parking area(s) are secured outside of daylight hours.

m. Maintenance

~~i.~~1. The building and site are maintained free from graffiti, litter, garbage, and other items that constitute a nuisance.

~~j.~~2. The building is maintained in good repair and all property damage is repaired in a timely manner.

~~k.~~3. All fencing, walls, paving, walkways and other site features are maintained in good repair, and free from obstruction.

~~l.~~n. A resource center ~~and~~ with group and/or family shelter, and attached or detached accessory structures, shall comply with all applicable building code and zoning ordinance regulations.

Resource Center with a Group and/or Family Shelter

DRAFT – March 28, 2024
REVISIONS – May 13, 2024

I. Add the following to Section 28-5. - Definitions.

Resource center with group and/or family shelter means a building with co-located supportive services such as, but not limited to, employment counseling, educational instruction, vocational training, temporary habitable rooms, bathing, eating, laundry facilities, and housing case management is provided to individuals, domestic family, or functional equivalent of a domestic family. A resource center with group and/or family shelter does not include alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.

Family shelter means a single family dwelling that shelters a family who are persons related by blood, marriage or adoption, or no more than four individuals occupying a dwelling unit who are committed to living together as a single housekeeping unit.

Group shelter means a structure or portion of a structure shelters multiple people of the same gender who are unrelated. In a women's shelter, this could also include a single mother with children. Group shelters are supervised at all hours that the residents are present.

Habitable(s) room means any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, ventilation, electricity, and public safety requirements.

II. Amend and add the following to the table in Section 28-71. - Permitted and conditional uses.

Use			Zoning Districts											
(135)		Resource centers	**R-1**	**R-2**	**R-3**	**R-4**	**R-5**	**R-6**	**C-1**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**
	a.	Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses.	C	C	C	C	C	C	P	P	P	P		
	b.	Resource center and with group and/or family shelter (see Section 28-5 for definition)	C	C	C	C	C	C						

III. Add the following to the table under "*Dwellings and other residential uses"* in Section 28-100. - Off-street parking, loading, and access design standards.

Table of General Off-Street Parking Space Requirements			
Use	**Range of Parking Spaces**		
	Min.	**Max.**	**Measurement**
Dwellings and other residential uses			
Resource center with group and/or family shelter	1.00	1.00	space for each 6 beds; plus
	1.00	1.00	Space per employee on maximum shift

IV. Amend and add the following to Section 28-145. - Conditional uses. Subsection (d) *Additional development requirements for certain conditional uses.*

(15) *Resource Center with Group and/or Family Shelter.* To mitigate impacts in the vicinity of

residential neighborhoods, the following conditions shall be met:

a. A minimum distance of 1,000 feet shall be maintained between all resource centers with group and/or family shelters as permitted and approved by this chapter.

b. A resource center with group and/or family shelter shall not be less than 500 feet from any religious institution, public or private school, or child daycare facility.

c. Area of lot/parcel shall not be less than 0.75 acres (32,670 square-feet).

d. Building footprint of existing or new buildings shall not be less than 7,500 square-feet.

e. Site shall be within a reasonable walking distance of a public transportation (bus) stop.

f. Accessory structure shall meet the standards and requirements of Section 28-120.

g. A security and operations plan shall be submitted with the conditional use permit application. A security and operations plan shall include:

    1. A complaint response program that identifies specific strategies and methods designed to maintain the premises in a clean and orderly condition, minimize potential conflicts with the owners/operators and uses of neighboring property, and prohibit unlawful behavior by occupants of the resource center with group and/or family shelter on the site or adjacent public right of way. The community relations and complaint response program shall include at least the following elements:

        i. Identify a representative of the resource center and shelter, including the representative's name, telephone number, and email, who will meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center; and

        ii. A dedicated twenty-four (24) hour telephone line for the purpose of receiving complaints.

    2. A provision requiring a representative of the resource center and shelter to meet with neighbors upon request to attempt to resolve any neighborhood complaints regarding operation of the center;

    3. All resource centers with group and/or family shelter(s) shall require residents participate in wrap-around services which involve individual case management;

    4. A plan to maintain noise levels in compliance with Chapter 17, Article IV. of this code;

    5. Design requirements that ensure any areas for queuing take place within the footprint of the principal building and will not occur on any public street or sidewalk;

    6. Designation of a location for smoking tobacco outdoors in conformance with state laws;

    7. A provision stating that any trash strewn on the premises be collected and deposited in a trash receptacle by six o'clock (6:00) A.M. the following day, including any smoking and parking lot areas; and

    8. A provision stating that portable trash receptacles on the premise be emptied daily and that other receptacles be emptied at a minimum of once per week or as needed.

h. The building includes windows and doors in sufficient quantities and locations that allow people inside the building to see all exterior areas of the site.

i. Lighting, meeting the requirements of Section 28-109 of this Chapter, shall be sufficient to illuminate building site, entrances, and access points from public streets and sidewalks to the building.

j. Landscaping, meeting the requirements of Section 28-105 of this Chapter, shall be arranged on the site in a manner that does not create hidden spaces or block sight lines between the building, public spaces, parking areas and landscaped areas.

k. If the zoning district does not require a landscape buffer, the planning commission may establish a reasonable and appropriate landscape buffering requirements as a condition of approval.

l. Parking area(s) are secured outside of daylight hours.

m. Maintenance

    1. The building and site are maintained free from graffiti, litter, garbage, and other items that constitute a nuisance.

    2. The building is maintained in good repair and all property damage is repaired in a timely manner.

    3. All fencing, walls, paving, walkways and other site features are maintained in good repair, and free from obstruction.

n. A resource center with group and/or family shelter, and attached or detached accessory structures, shall comply with all applicable building code and zoning ordinance regulations.

CITY OF JACKSON
PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN the City of Jackson Planning Commission will hold a public hearing to consider a text amendments to Chapter 28 of the zoning ordinance.

Article I. – In General, Section 28-5. – Definitions. Add "Resource center with group and/or family shelter."

Article III. – Zoning District Regulations, Section 28-71. – Permitted and conditional uses. Add "Resource center with group and/or family shelter" as a conditional use in the R-1 through R-4 and R-6 zoning districts.

Article IV. – Site and Building Design Standards, Section 28-100. – Off-street parking, loading, and access design standards, Subsection (c) (1) General off-street parking requirements. Add parking standards for "Resource center with group and/or family shelter" to table.

Article V. – Development Approval Procedures, Section 28-145. – Conditional uses, Subsection (d) Additional development requirements for certain conditional uses. Add (15) Resource center with group and/or family shelter.

YOU ARE FURTHER NOTIFIED that the City of Jackson will hear all oral and written objections and comments regarding the text amendment to Chapter 28 requests at:

6:00PM on September 4, 2024 in
City Hall Council Chambers, 2nd Floor
161 W. Michigan Avenue
Jackson, MI 49201

Reasonable accommodations for individuals with disabilities will be made if notification is received ten (10) days prior to the public hearing.

If you are interested in this request you may attend the public hearing or contact Chris Atkin at 517-768-6433 or catkin@cityofjackson.org with comments; written comments should be mailed to 161 W. Michigan Avenue, Jackson, MI. All comments and/or questions must be received no later than 5:00PM on September 4, 2024.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: Phase Three Marihuana License - SMOK Holdings Co., LLC

Recommendation:

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM:

DATE: September 24, 2024

RECOMMENDATION:

ISSUE STATEMENT

What is the real problem you are trying to solve? What is the issue that needs to be addressed?

DESCRIBE THE CONSEQUENCES

What are consequences if this problem persists? What is the impact on the team, city, and citizens?

OWNERSHIP

How did you contribute to the problem? Or, how has the problem found it's way to you? Why are you or your department the one responsible for a solution. Use this section to demonstrate responsibility.

SOLUTION

What solutions will you implement to solve the problem or issue both tactically and strategically? In other words, what's is the fix now, and what are you thinking about long term?

FACILITATE IMPLEMENTATION

Restate the recommendation

ATTACHMENTS

1. CITY ATTORNEY CERTIFICATION 9.10.24
2. FW Smok Holding Co LLC%3B 810 Argyle Jackson MI.htm
3. SMOK App-All Inclusive
4. manager certification

CITY OF JACKSON
Founded 1829

City Attorney's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4050, (517) 788-4023 • Facsimile: (866) 971-2117

CITY ATTORNEY CERTIFICATION

PHASE THREE MARIHUANA LICENSE APPLICATION FOR:
SMOK HOLDING CO LLC

MEMO TO: Andrea Muray, City Clerk

FROM: Matthew M. Hagerty, City Attorney

DATE: September 10, 2024

RE: SMOK HOLDING CO LLC; Phase III City Attorney Certification Pursuant to City Code Section 16-516(c)(1)

DEPARTMENT CERTIFICATION

Madam Clerk:

In accordance with Chapter 16, Article 18, Sec. 16-516(c)(1) of the City Code, and pursuant to the phase three City Council approval and marihuana license issuance process set forth therein, this correspondence will serve to confirm that I hereby certify that that there are no criminal or civil actions pending against the above-named applicant or any person or entity considered an applicant under the MMFLA or the MRTMA that were not disclosed by the applicant in the submitted application.

_____

Matthew M. Hagerty
City Attorney

Cc: Marihuana Licensing Review Committee – via electronic mail

From: Shane LaPorte
Sent: Friday, September 6, 2024 1:44 PM
To: Andrea Muray
Subject: FW: Smok Holding Co, LLC; 810 Argyle, Jackson, MI

Madam Clerk

On August 19th, 2024. The Marijuana Review Committee voted in favor of the marihuana retail license for SMOK/JARS 810 W. Argyle. Let me know if you have any questions.

Shane

From: Matthew M. Hagerty
Sent: Friday, September 6, 2024 11:37 AM
To: Shane LaPorte <slaporte@cityofjackson.org>
Subject: Fwd: Smok Holding Co, LLC; 810 Argyle, Jackson, MI

FYI, let's chat about this when you have a minute…

Matthew M. Hagerty
Jackson City Attorney
161 W. Michigan Ave.
Jackson, MI 49201
(517) 990-6282

Sent from my iPhone

Begin forwarded message:

> **From:** Joey Kejbou <joey@jpklegal.com>
> **Date:** September 6, 2024 at 11:29:49 AM EDT
> **To:** Lisa Dawdy <lisa.dawdy@jarscannabis.com>
> **Cc:** "Matthew M. Hagerty" <mhagerty@cityofjackson.org>
> **Subject: Re: Smok Holding Co, LLC; 810 Argyle, Jackson, MI**
>
> Good Afternoon Matt,
>
> Any feedback here?
>
> Please advise.
>
> Thank you.
>
> On Tue, Sep 3, 2024 at 12:36 PM Joey Kejbou <joey@jpklegal.com> wrote:
>
> > Good Afternoon Matt,
> >
> > I hope you had a good holiday weekend. As the 9/10 hearing date approaches I am just circling back around on this to see if you can provide any feedback in response to Lisa's

8/26 email.

We are looking to hit the ground running with operations (assuming the hearing goes well) and would like to have any other material prepared in advance.

Please advise.

Thank you.

On Mon, Aug 26, 2024 at 10:16 AM Lisa Dawdy <lisa.dawdy@jarscannabis.com> wrote:

> Thank you for the confirmation. Once approval is granted at the September 10 hearing, is there anything else we need to do, or does that fully authorize us to commence operations?
>
> All the best,
>
> LISA DAWDY
> Licensing
>
> 616.318.2642
> lisa.dawdy@jarscannabis.com
> www.jarscannabis.com
> Grand Rapids, Michigan
>
> Voted best - Selection.
>
> ---
>
> **From:** Matthew M. Hagerty <mhagerty@cityofjackson.org>
> **Sent:** Thursday, August 22, 2024 9:18 AM
> **To:** 'Joey Kejbou' <joey@jpklegal.com>
> **Cc:** Lisa Dawdy <lisa.dawdy@jarscannabis.com>
> **Subject:** RE: Smok Holding Co, LLC; 810 Argyle, Jackson, MI
>
> You don't often get email from mhagerty@cityofjackson.org. Learn why this is important
>
> **CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Good morning Joey.

My understanding is that Smok Holding Co's application was met with a unanimous recommendation for approval by the City's Marihuana Licensing Review Committee. I will meet with Community Development Director Shane LaPorte later this morning as to inclusion of the application on the City Council agenda for September 10th and will update you accordingly.

Matt

Matthew M. Hagerty

Jackson City Attorney

mhagerty@cityofjackson.org

161 W. Michigan Ave.

Jackson, MI 49201

Office: (517) 788-4050

Direct Dial: (517) 990-6282

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From: Joey Kejbou <joey@jpklegal.com>
Sent: Thursday, August 22, 2024 9:15 AM
To: Matthew M. Hagerty <mhagerty@cityofjackson.org>
Cc: Lisa Dawdy <lisa.dawdy@jarscannabis.com>
Subject: Re: Smok Holding Co, LLC; 810 Argyle, Jackson, MI

Good Morning Matt,.

I am just following up to see how the licensing review committee meeting went on Monday. Assuming it went favorably, can you confirm we will be on the 9/10 council agenda?

Thank you.

On Mon, Aug 19, 2024 at 1:30 PM Matthew M. Hagerty <mhagerty@cityofjackson.org> wrote:

> Good afternoon Joey.
>
> The City's marihuana licensing review committee is scheduled to meet tomorrow morning to discuss the application and make a final recommendation for City council approval. I believe Smok Holdings's application will receive a favorable recommendation which will allow the next step of placing the matter on the upcoming City Council agenda for final phase 3 application approval.
>
> If you have additional question, feel free to contact me at the direct dial below.
>
> Matt
>
> **Matthew M. Hagerty**
>
> Jackson City Attorney
>
> mhagerty@cityofjackson.org
>
> 161 W. Michigan Ave.
>
> Jackson, MI 49201
>
> Office: (517) 788-4050
>
> Direct Dial: (517) 990-6282
>
> <image001.jpg>

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From: Joey Kejbou <joey@jpklegal.com>
Sent: Monday, August 19, 2024 1:17 PM
To: Matthew M. Hagerty <mhagerty@cityofjackson.org>
Cc: Lisa Dawdy <lisa.dawdy@jarscannabis.com>
Subject: Re: Smok Holding Co, LLC; 810 Argyle, Jackson, MI

Good Afternoon Attorney Hagerty,

Do you have any update on this matter? My client really needs this site to become operational as they have staff, inventory and a number of other matters all on hold as we continue to wait on the city. Any feedback you can provide would be greatly appreciated.

If we need to jump on a call we can be available immediately.

Thank you.

On Tue, Aug 13, 2024 at 4:21 PM Matthew M. Hagerty <mhagerty@cityofjackson.org> wrote:

> Joey,
>
> Thanks for reaching out. I will follow up internally here in City Hall and get some answers for you and Lisa. I did see the state license approval come through, so anticipate we can get things finalized for you in short order.
>
> I appreciate your patience and will do my best to expedite things for a final City Council-issued approval.

Regards,

Matt

Matthew M. Hagerty

Jackson City Attorney

mhagerty@cityofjackson.org

161 W. Michigan Ave.

Jackson, MI 49201

Office: (517) 788-4050

Direct Dial: (517) 990-6282

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From: Joey Kejbou <joey@jpklegal.com>
Sent: Tuesday, August 13, 2024 4:15 PM
To: Matthew M. Hagerty <mhagerty@cityofjackson.org>
Cc: Lisa Dawdy <lisa.dawdy@jarscannabis.com>
Subject: Smok Holding Co, LLC; 810 Argyle, Jackson, MI

Good Afternoon Attorney Hagerty,

I represent Smok Holding Co, LLC in their application for a marijuana cannabis retailer at 810 W Argyle, Jackson, MI. I have also included my client's head of licensing, Lisa Dawdy, on this email.

I am reaching out with the hope that you can provide some assistance in helping facilitate the processing of my client's application. As it currently stands, we submitted the cannabis application for conditional approval last year. The application was approved and the conditional license was granted. Since that time, we have obtained building permits, completed construction, obtained a temporary COO and even received a final state operating license from the State of Michigan Cannabis Regulatory Agency.

However, despite our status with the state, we cannot get anybody in the City's office to issue us the final stamp of approval for an official business license. Lisa has been bounced around from office to office trying to get my client on a council agenda for approval. My client has done everything possible to open their doors but we are being given vague and ambiguous answers about what we need to do to move this forward. At this time, every piece of application material has been submitted for over a year and all required construction has been completed.

If you could please get in touch with the appropriate office and advise them to process our application that would be greatly appreciated. If you wish to discuss further I can be contacted at the direct line below at your earliest convenience.

Thank you.

Very Truly Yours,

Joey P. Kejbou

Law Offices of Joey P. Kejbou

Direct: (248) 229-8282

E Fax: (248) 250-5597

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Enclosed herein is SMOK Holding Co, LLC's application for a permit to operate an adult-use retailer. As detailed more comprehensively in our application and related plans, our company is seeking an adult-use retailer license at 810 W Argyle.

Included in this application is the information requested pursuant to Jackson City Ordinance and additional information we believed to be relevant for your consideration. Upon request from the City, we will provide other relevant information for processing and considering this application. For your reference:

Applicant Name: SMOK Holding Co, LLC a Michigan limited liability company
Applicant Address: 400 Hamilton Row, Suite 300, Birmingham, MI 48009
Proposed Property: 810 W Argyle St, Jackson, MI 49202
Phone Number: (616) 551-3855
Contact E-mail: lisa.dawdy@smokecannabis.com

This application was prepared by SMOK Cannabis staff. I wanted to make note that during our citation of the ordinance, we noticed that paragraphs d & e were different from the online codified version and the PDF from the link on the website. Our references pertain to the online codified version. Any questions pertaining to the information contained in these documents may be directed to Lisa Dawdy. We look forward to working with the city!

Sincerely,

Anthony Yousif

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BUSINESS PLAN 6
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PROPOSED GRAPHICS 8
PROPERTY PURCHASE AGREEMENT 9

SMŌK
CANNABIS

TAB 1

SMŌK
CANNABIS

LARA APPLICATION PACKAGE

Attached hereto is documentation submitted to the State of Michigan Cannabis Regulatory Agency (CRA) that demonstrates that SMOK Holding Co, LLC has successfully completed and submitted the prequalification application package to obtain MRTMA prequalification pursuant to §16-516(d)(1).

Documentation within this section and required to be supplied pursuant to MRTMA has been provided if it has not been separately requested elsewhere within the application packet by the City of Jackson.

The City of Jackson requires additional information not required for a MRTMA application such as:

- Proof of Financial Responsibility
- Financial Statement of Assets
- Capitalization Documents
- CPA Attested Financial Statement

As such, the requested documentation pertaining only to an MMFLA CRA application cannot be provided.

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

Date: June 28, 2023

Addressee: SMOK Holding Co LLC
Address: 400 Hamilton Row, Ste 300
Birmingham, MI 48009

RE: Prequalification status for your pending application

Dear Applicant:

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

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

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

In Person:
Cannabis Regulatory Agency
Licensing Division
Adult-Use
2407 North Grand River
Lansing, MI 48906

Sincerely,

Licensing Division
Cannabis Regulatory Agency

Adult-Use Licensing | Licensing Division
Cannabis Regulatory Agency
P.O. Box 30205 Lansing, MI 48909
Telephone: (517) 284-8599
CRA-AdultUseLicensing@Michigan.gov

ENTITY PREQUALIFICATION

☐ $3,000 Application Fee (Main applicants only)

☐ Entity Prequalification Application

- ☐ Page 1: Demographic Information
- ☐ Page 2: Attestation 1-A – Acknowledgment, Agreement, & Consent
- ☐ Page 3: Attestation 1-B – Verification & Affidavit of Full Disclosure
- ☐ Page 4: Attestation 1-C – Authorization to Release Information
- ☐ Page 5: Attestation 1-D – Acknowledgment of Federal Law & Release of Liability
- ☐ Page 6: Attestation 1-E – Confirmation of Tax Compliance
- ☐ Page 7: Acknowledgment of Attestations (signed and notarized)
- ☐ Page 8: Disclosure E-1 – Entity Information
- ☐ Pages 10-11: Disclosure E-2 – Associated Parties
- ☐ Page 12: Disclosure E-3 – Tax & Tax Compliance
- ☐ Pages 13-14 : Disclosure E-4 – Government Regulation
- ☐ Page 15: Disclosure E-5 – Litigation History

☐ Supporting Documents

Entity Information Documents

- ☑ Copy of Governing Documents (e.g., operating agreement, bylaws)
- ☑ Certificate of Good Standing
- ☐ Approval to Conduct Business Transactions in Michigan (if applicable)
- ☐ Certificate of Assumed Name (if applicable) (obtained from LARA Corporations Division)
- ☑ Copy of Organizational Structure (required for main entities; not required for supplemental entities)
- ☑ Authorizing Resolution
- ☑ Social Equity Plan (required for main entities; not required for supplemental entities)

Regulation Documents

- ☐ Copy of Marijuana Licenses (if applicable)
- ☐ Summary of Facts and Circumstances Concerning License Denial, Restriction, Revocation, Suspension, or Nonrenewal (if applicable)

Tax Compliance Documents

- ☐ Copy of Notice of Tax Liability Due (if applicable)

Litigation Documents

- ☐ Copy of Litigation Documentation (if applicable)

All applicable items on the checklist are <u>required</u> to be provided at the time of application submission. Failure to submit any of the required items may result in the denial of your application.

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Is the entity applying as the main applicant or a supplemental applicant? ☑ Main Applicant ☐ Supplemental Applicant
If applying as a supplemental applicant, provide the entity name of the main applicant: _____

DEMOGRAPHIC INFORMATION

Please provide the following information regarding the entity applicant.

Entity Name (as appears on official entity documents)			**Assumed Name** (attach copy of filed assumed name certificate, if applicable)	
SMOK Holding Co LLC				
Entity Mailing Address			**FEIN**	
400 Hamilton Row Ste 300			93-1724825	
City	**State**	**Zip Code**	**Entity Phone**	**Entity E-mail Address**
Birmingham	MI	48009	(616) 551-3855	lisa.dawdy@smokecannabis.com

PERSON COMPLETING APPLICATION

Please provide the following information regarding the person completing this application.

Name (First, Middle, Last)			**Date of Birth** (mm/dd/yyyy)
Lisa Renee Dawdy			05/31/1983
Mailing Address			**Phone**
400 Hamilton Row Ste 300			616-551-3855
City	**State**	**Zip Code**	**E-mail Address**
Birmingham	MI	48009	lisa.dawdy@smokecannabis.com

SOCIAL EQUITY INFORMATION

Please provide the following information regarding social equity. Attach additional pages of this form if necessary.

Is the entity applying under the social equity program? ☐ Yes ☑ No If you answered **yes**, provide the information requested below.

Social Equity Participant Name (First, Middle, Last)	**Social Equity Applicant Number** (E.g., SEA-000001)

VALIDATION - FOR DEPARTMENT USE ONLY	
CRA RECEIPT	**REVENUE SERVICES VALIDATION** CODE: 51060

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ATTESTATION 1-A
ACKNOWLEDGMENT, AGREEMENT & CONSENT
(To be completed and submitted by the applicant)

On behalf of SMOK Holding Co LLC (Name of Entity), I Anthony Yousif, Member (Name & Title of Individual Authorized to Sign on Behalf of Entity),

acknowledge that I am the person responsible for submitting this application and supporting documents.

I hereby acknowledge that the Cannabis Regulatory Agency (Agency) may require supplemental materials in order to carry out its statutory duties. I hereby agree to submit such supplemental materials as requested by the Agency in a timely manner. I understand that if the Agency identifies a deficiency in an application, the Agency shall notify the applicant and the applicant shall submit the missing information or proof that the deficiency has been corrected to the agency within 5 days of the date the applicant received the deficiency notice. I acknowledge that failure to provide requested disclosures and documentation or to correct any notice of deficiency within 5 days of its receipt may result in the **denial** of an application.

I, as the applicant submitting this application, hereby certify that I do not have an interest in any other state license that is prohibited by the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1 (MRTMA).

I hereby acknowledge that I am under a continuing duty to promptly disclose to the Agency any changes in the information provided in the application and supporting documents submitted to the Agency. To comply with this requirement, I hereby acknowledge that I must submit a letter to the Agency stating any changes with reference to the specific information within the application to which the changes pertain.

I hereby consent to investigations of compliance, regular inspections, examinations, searches, seizures, and auditing of books and records as provided in MRTMA Section 7 and the MRTMA Administrative Rules, and to disclose to the Agency and its agents of otherwise confidential records, including tax records held by any federal, state, or local agency, or credit agency or financial institution, while applying for or holding a state license. This consent is authorization to review and inspect tax records administered under the Michigan Revenue Act, 1941 PA 122.

I hereby acknowledge that the finding of prequalification status for a pending application is valid for two years after the Agency issues a notice of prequalification status unless otherwise determined by the agency. I understand that after two years have expired, I may be required to submit a new application and pay a new nonrefundable application fee.

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ATTESTATION 1-B
VERIFICATION & AFFIDAVIT OF FULL DISCLOSURE

(To be completed and submitted by the applicant)

Add additional pages of this form as necessary to account for multiple contact persons.

On behalf of SMOK Holding Co LLC (Name of Entity), I Anthony Yousif, Member (Name & Title of Individual Authorized to Sign on Behalf of Entity),
confirm the following:

1. I am the individual responsible for submitting this application and have full authority to execute this affidavit of full disclosure.

2. I authorize Lisa Dawdy to be a contact person for the Cannabis Regulatory Agency (Agency). I understand that this person will have access to records and material submitted to the Agency for the purposes of this application. Further, I understand that this person will retain access and receive communication from the Agency regarding the applicant/licensee until the applicant/licensee submits an official request to remove this person's access and cease communication with this person. Please provide the information for this contact person below.

   E-mail Address: lisa.dawdy@smokecannabis.com Phone Number: 616-551-3855

   Accela Citizen Access Login User ID (if applicable): _____

3. I authorize the person listed as the Person Completing Application within the demographic section of the application to be a contact person for the Agency. I understand that this person will have access to records and material submitted to the Agency for the purposes of this application. Further, I understand that this person will retain access and receive communication from the Agency regarding the applicant/licensee until the applicant/licensee submits an official request to remove this person's access and cease communication with this person.

4. I affirm that the information contained in this application is true, complete, and accurate to the best of my knowledge and belief.

5. Except as reported in this application, I have no agreements or understandings with any person or entity and no present intent to hold as agent, nominee, or otherwise any interest in the application.

6. Except as reported in this application, I have no agreements or understanding with any person or entity and no present intent to pay any sums of money or give anything of value as, including but without limitation, a finder's fee or commission to any person or entity related to the interest in this application.

7. I understand that the entity has an ongoing obligation to notify the Agency should the entity enter into any such agreement contemplated by this attestation.

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ATTESTATION 1-C
AUTHORIZATION TO RELEASE INFORMATION
(To be completed and submitted by the applicant)

To all courts, probation departments, selective service boards, employers, educational institutions, banks, financial and other such institutions, and all governmental agencies federal, state and local, without exception, both foreign and domestic:

On behalf of SMOK Holding Co LLC (Name of Entity), I Anthony Yousif, Member (Name & Title of Individual Authorized to Sign on Behalf of Entity),

authorize the Cannabis Regulatory Agency (Agency) and its agents to conduct a full investigation into the background and activities of the applicant for purposes of determining the applicant's eligibility for a marijuana establishment prequalification and state license.

I understand that by signing this authorization, a financial background check will be performed. I authorize any financial institution to surrender to the Agency a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal financial records in whatever form and wherever located. I authorize my employers to release any employment information required to validate my financial history. I understand that the financial background check will include a credit history examination and that my credit report, credit history, and credit capacity information will be obtained.

I understand that by signing this authorization, a financial background check of my tax filing and tax obligation status will be performed. I authorize my respective state taxing agency to surrender to the Agency a complete and accurate record of any and all tax information or records relating to me for the purposes of this application. I authorize the Agency to obtain, receive, review, copy, discuss, and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

I understand that by signing this authorization, a criminal history background check will be performed. I authorize the Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located for purposes of completing this application. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and the sentence was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

Therefore, you are hereby authorized to release any and all information pertaining to this applicant, documentary or otherwise, as requested by any employee or agent of the Agency, provided that he or she certifies to you that said applicant has an application pending before the Agency or that said applicant is a licensee or other person required to be qualified under the provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA).

This authorization shall supersede any prior request or authorization to the contrary and shall be in effect during the pendency of this application. A photocopy of this authorization will be considered as effective and valid as the original.

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ATTESTATION 1-D
ACKNOWLEDGMENT OF FEDERAL LAW & RELEASE OF LIABILITY

(To be completed and submitted by the applicant)

On behalf of SMOK Holding Co LLC (Name of Entity), I Anthony Yousif, Member (Name & Title of Individual Authorized to Sign on Behalf of Entity),

hereby acknowledge and affirm the following:

Although the State of Michigan has recognized and authorized the use of marijuana pursuant to the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951 to 333.27967, and has provided for a statewide monitoring system as authorized by the Administrative Rules, this state authorized activity remains prohibited by federal law.

I understand that a state license does not insulate or shield me or my business from federal seizure and/or forfeiture as allowed by federal law and does not insulate me from federal criminal arrest and/or prosecution.

I understand that choosing to file an application for a state license and, if issued a license, choosing to establish and operate a marijuana establishment pursuant to that license, is done so at my own risk.

By my signature and attestation to this form, I hereby completely release and forever discharge the State of Michigan, the Michigan Department of Licensing and Regulatory Affairs, the Cannabis Regulatory Agency, and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which I may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of my application for a state license and, if issued a license, my operation of a marijuana establishment.

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CANNABIS REGULATORY AGENCY

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ATTESTATION 1-E
CONFIRMATION OF TAX COMPLIANCE

(To be completed by a designee of the Michigan Department of Treasury and submitted by the applicant)

PART A (to be completed by the applicant before submitting to the Department of Treasury):

On behalf of SMOK Holding Co LLC, Name of Entity, I Anthony Yousif, Member, Name & Title of Individual Authorized to Sign on Behalf of Entity, understand that I am submitting this Attestation in compliance with MRTMA and the Administrative Rules. I hereby attest that the statements that will be confirmed in Part B below are true to the best of my knowledge and belief. I further affirm that if I have been making sales, I am registered and remitting sales and excise taxes to the Michigan Department of Treasury, as required.

The Revenue Act, 1941 PA 122, MCL 205.28(1)(f), makes taxpayer information acquired in the administration of a tax confidential. I authorize the Michigan Department of Treasury to furnish tax returns and provide tax return information to the Cannabis Regulatory Agency for the limited purpose of determining my qualification and fitness for licensure under MRTMA. This limited authorization relates to all tax types administered under the Revenue Act. This limited authorization continues for two years from the date of my signature below or until the applicant is no longer licensed, whichever is later.

DocuSigned by:
[signature]
CFA70D9B1E0E...
Signature of Individual Authorized to Sign on Behalf of Entity

6/6/2023
Date

93-1724825
Entity FEIN

Return Address for Completed Form:

SMOK Holding Co LLC
Name

Lisa Dawdy
Representative Name (if applicable)

lisa.dawdy@smokecannabis.com
Return Email Address or Mailing Address

616-551-3855
Phone Number

Treasury Phone: 517-636-6925 | Treasury Email: Treas-MI-Marihuana-Tax@michigan.gov

PART B (to be completed by a designee of the Michigan Department of Treasury and returned to the applicant):

I, Eric T. Adams (designee) of the Michigan Department of Treasury, hereby confirm to the Cannabis Regulatory Agency (Agency) that the applicant for a state license as named above in Part A:

☐ does not have federal employer identification number, therefore, Treasury cannot verify the applicant has no delinquency in payments.

☑ has no delinquency in payments and has satisfied all obligations for any sales, excise, or any other taxes that were to be levied on the sale of marijuana in accordance with the treasury bulletin titled "Notice to the Taxpayers Regarding the Michigan Regulation and Taxation of Marihuana Act" which was issued January 29, 2019, as well as any subsequent bulletins released regarding tax obligations. This attestation is provided in accordance with the Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1 (MRTMA), and the Administrative Rules.

So long as Treasury can verify the applicant has no delinquency in payments, I further confirm that:

1. The applicant is in good standing with the Michigan Department of Treasury for any taxes for which the applicant is responsible.
2. There are no outstanding obligations for any taxes levied for which the applicant is responsible.
3. Any tax delinquencies for which the applicant is responsible, have been satisfied, if applicable.

Eric T. Adams
Signature of Treasury Designee

06/08/2023
Date

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ACKNOWLEDGMENT OF ATTESTATIONS

(To be completed and submitted by the applicant)

Do not sign until notary is present

On behalf of SMOK Holding Co LLC (Name of Entity), I Anthony Yousif, Member (Name & Title of Individual Authorized to Sign on Behalf of Entity),

hereby swear, acknowledge, and consent to the following attestations (check all that apply to indicate the applicant's acknowledgment and consent):

- ☑ Attestation 1-A: Acknowledgment, Agreement & Consent
- ☑ Attestation 1-B: Verification & Affidavit of Full Disclosure (with contact designated, if applicable)
- ☑ Attestation 1-C: Authorization to Release Information
- ☑ Attestation 1-D: Acknowledgment of Federal Law & Release of Liability
- ☑ Attestation 1-E: Confirmation of Tax Compliance

Further, I affirm, under the penalties of perjury, that the information set forth in this application and all supporting documents is true, complete, and correct, and that no material information has been omitted.

Signature of Individual Authorized to Sign on Behalf of Entity — Date 6/8/2023

Subscribed and sworn to by Anthony Yousif (Authorized Individual Name) before me on June 8, 2023 (Date).

Michelle Gabriel (Notary Public Signature)

Michelle Gabriel (Notary Public Printed Name)

State of Michigan, County of Oakland. Acting in the county of Oakland (county), MI (state).

My commission expires: July 29, 2028.

MICHELLE GABRIEL
NOTARY PUBLIC - STATE OF MICHIGAN
County of Oakland
My Commission Expires July 29, 2028
Acting in the County of Oakland

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DISCLOSURE E-1 – ENTITY INFORMATION

SMOK Holding Co LLC
Entity Name

(1) ENTITY STRUCTURE

- ☑ Limited Liability Company (LLC)
- ☐ C Corporation
- ☐ S Corporation
- ☐ Joint Venture
- ☐ Partnership
- ☐ Trust
- ☐ Other: _____

(2) ENTITY PRIOR NAMES

Provide any prior name used by the entity during the past 3 years, if applicable. Add additional pages if necessary.

Entity Prior Name	Date Use Began	Date Use Ceased
N/A		

(3) ENTITY PRIOR ADDRESSES

Provide any prior address used by the entity during the past 3 years, if applicable. Add additional pages if necessary.

Entity Prior Street Address	City, State, Zip Code	Date Use Began	Date Use Ceased
N/A			

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DISCLOSURE E-2—ASSOCIATED PARTIES

SMOK Holding Co LLC
Entity Name

Associated Parties & Spouses

- **For a main entity applicant:** Disclose all managerial employees and the following for the applicable entity type below:
  - **For a limited liability company (LLC):** Disclose all managers, all members that have greater than 10% direct or indirect ownership interest and/or that exercise control over or participate in the management of the LLC, and the spouses of these individuals.
  - **For a publicly or privately held corporation:** Disclose all corporate officers or persons with equivalent titles, all directors, all shareholders holding a direct or indirect interest of greater than 10% in the corporation, and the spouses of these individuals.
  - **For a trust:** Disclose all trustees, all individuals or bodies able to control or direct the affairs of the trust, all beneficiaries receiving or who have the right to receive greater than 10% of the gross or net profit of the trust during any full or partial calendar or fiscal year, and the spouses of these beneficiaries.
  - **For a partnership or limited liability partnership:** Disclose all partners and their spouses.
  - **For a limited partnership and limited liability limited partnership:** Disclose all general and limited partners with greater than 10% ownership interest and their spouses.
  - **For a nonprofit corporation**: Disclose all entities and individuals with membership or shareholder rights and their spouses.

If this application is for a main entity applicant, all entities and individuals listed on this page must submit a prequalification application.

Entity or Individual Name	FEIN or SSN	E-mail Address	Mailing Address	Date of Birth (if applicable)	Out of Country Applicant?
Anthony Mark Yousif	377-82-1901	a.yousif@lainsurance.com	400 Hamilton Row Ste 300 Birmingham, MI 48009	02/02/1967	☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes

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DISCLOSURE E-2 – ASSOCIATED PARTIES, CONTINUED

SMOK Holding Co LLC
Entity Name

Ten Percent or Less

List all entities and individuals with 10% or less direct or indirect ownership in the entity for which this application is being completed. Those holding less than 2.5% direct or indirect ownership interest in the main entity are not required to be disclosed.

- **For a limited liability company (LLC):** Disclose all members with 10% or less ownership interest in the main applicant seeking licensure.
- **For a publicly and privately held corporation**: Disclose all shareholders holding an interest of 10% or less in the main applicant seeking licensure. Shareholders holding an interest of 5% or less in the main applicant seeking licensure are not required to be disclosed.
- **For a trust:** Disclose all beneficiaries receiving or who have the right to receive 10% or less of the gross or net profit of the trust during any full or partial calendar or fiscal year
- **For a limited partnership and limited liability limited partnership:** Disclose all general and limited partners with 10% or less ownership interest.

Entity or Individual Name	E-mail Address	Mailing Address	Date of Birth (if applicable)

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DISCLOSURE E-3—TAX & TAX COMPLIANCE

SMOK Holding Co LLC
Entity Name

(1) TAXING AGENCIES

Has the entity been subject to taxation during the last year?

☐ Yes ☑ No

If you answered **yes**, provide the information requested below for each federal, state, local, and foreign jurisdictions in which the entity was subject to taxation during the last year. Add additional pages if necessary.

Taxing Agency	Type of Tax (E.g., Federal income tax, state income tax, sales tax)

(2) TAX COMPLIANCE

Has the entity ever been served with, or had filed against it, a complaint or other notice regarding the delinquent payment of any tax required under federal, state, local, or foreign jurisdictions?

☐ Yes ☑ No

If you answered **yes**, provide the requested information for each delinquent tax payment and provide all applicable required supporting documents (e.g., copy of notice of tax liability due). Add additional pages if necessary.

Taxing Agency	Type of Tax	Tax Year	Amount

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DISCLOSURE E-4 - GOVERNMENT REGULATION

SMOK Holding Co LLC
Entity Name

Is the entity subject to regulation by a public agency in any other jurisdiction (e.g., Does the entity hold any license, certificate, permit, etc., that is regulated by a department of a local, state, federal, or foreign government)?

☐ Yes ☑ No

Does the entity hold any commercial licenses? (Not including the license in which they are currently applying.)

☐ Yes ☑ No

Has the entity ever applied for or 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?

☐ Yes ☑ No

(1) MARIJUANA BUSINESS INTERESTS

Provide the requested information for any interest that the entity has in any other corporation, partnership or other business entity that is directly or indirectly involved in the ***growing, processing, testing, transporting, or sale of marijuana.*** Add additional pages if necessary.

Marijuana Business Entity Name	License Number	State of Issuance	Country of Issuance

(2) COMMERCIAL LICENSES OR CERTIFICATES

Provide the requested information for all non-marijuana commercial licenses or certificates held by the entity. Add additional pages if necessary.

License or Certificate Type	License Number or Other Identifying Number	Issuing Agency

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DISCLOSURE E-4 - GOVERNMENT REGULATION, CONTINUED

SMOK Holding Co LLC
Entity Name

(3) COMMERCIAL LICENSES OR CERTIFICATES DENIED, RESTRICTED, SUSPENDED, REVOKED, OR NOT RENEWED

Provide the requested information for all commercial licenses or certificates with which the entity has had an application or license denied, restricted, suspended, revoked, or not renewed. Add additional pages if necessary.

#	License or Certificate Type	License Number or Other Identifying Number	Issuing Agency
1			
	Action Taken	**Reason for Action**	**Date Action Taken**
#	**License or Certificate Type**	**License Number or Other Identifying Number**	**Issuing Agency**
2			
	Action Taken	**Reason for Action**	**Date Action Taken**
#	**License or Certificate Type**	**License Number or Other Identifying Number**	**Issuing Agency**
3			
	Action Taken	**Reason for Action**	**Date Action Taken**

(4) PENDING LICENSES OR CERTIFICATES

Disclose any application for a commercial license or certificate in this state or any other jurisdiction that is currently pending and for which a determination has not been made. Do not include this current application for a marijuana license or any commercial license or certificate previously disclosed on this application. Add additional pages if necessary.

License or Certificate Type	Issuing Agency	Application Number or Other Identifying Number

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DISCLOSURE E-5 - LITIGATION HISTORY

SMOK Holding Co LLC
Entity Name

(1) LITIGATION HISTORY

Has the entity been a party to any litigation during the past five years (e.g., fraud, environmental, food safety, alcohol, tobacco, labor, employment, worker's compensation, discrimination, and tax laws and regulations)?

☐ Yes ☑ No

If you answered **yes**, provide the requested information for all litigation related to the entity (e.g., fraud, environmental, food safety, labor, employment, worker's compensation, discrimination, and tax laws and regulations) pending or concluded, for the past 5 years. Add additional pages if necessary.

Case Caption	Docket/Case No.	Name & Location of Court	Cause of Action

(2) PENDING LITIGATION

For any cases that are currently initiated or pending, provide a brief explanation regarding the allegations of the case. Add additional pages if necessary.

(3) GOVERNMENT CHARGES & INVESTIGATIONS

Disclose any charges and government investigations, whether initiated, pending, or concluded, related to the entity's business operations unless they have been previously disclosed on this application (e.g., fraud, environmental, food safety, alcohol, tobacco, labor, employment, worker's compensation, discrimination, and tax laws and regulations). Add additional pages if necessary.

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CONSENT TO ACTION WITHOUT MEETING OF THE MEMBERS

Written consent to action without meeting of the sole member of SMOK Holding Co, LLC (the "Company") dated this 6th day of June, 2023.

BACKGROUND:

a. The Company is a limited liability company organized and operating under the laws of the State of Michigan.

IT WAS RESOLVED THAT:

1. Anthony Yousif of the Company is authorized to sign all documents and perform such acts as may be necessary or desirable to give effect to the above resolution.

Dated in the State of Michigan on the 6th day of June, 2023

DocuSigned by:

8FA407D973154C6...

Anthony Yousif

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

SMOK HOLDING CO LLC

was validly authorized on June 6 , 2023, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

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

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

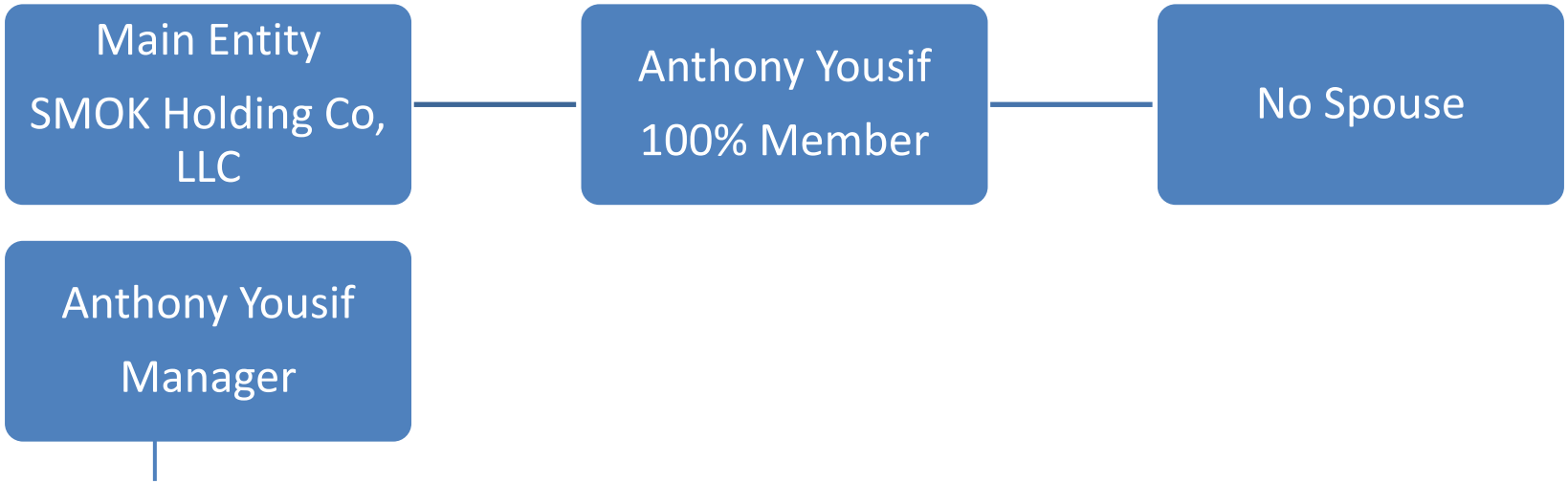
In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 6th day of June , 2023.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 23060107405

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.



Anthony Yousif is currently acting as officer for all roles of President, Vice President, Controller, Secretary, Chief Operating Officer, and Chief Administrative Officer.

TAB 2

SMŌK
CANNABIS

BUSINESS DOCUMENTATION

Attached hereto is the stakeholder information form and photo identification of Anthony Yousif, the sole member of SMOK Holding Co, LLC, and business documentation including the Articles of Organization, SS-4 EIN Letter, and operating agreement pursuant to §16-516(d)(3). Since the facility has not yet been approved, there are currently no other employees to provide identification for at this time.

Application # _____

MARIHUANA FACILITY LICENSE STAKEHOLDER INFORMATION FORM

(List all stakeholders)

Highest Ranking Stakeholder Name:
Anthony Mark Yousif

Phone Number: 248-760-9000 Email Address: a.yousif@lainsurance.com

Address: 400 Hamilton Row Ste 300 Birmingham, MI 48009

Stakeholder Name: _____

Phone Number: _____ Email Address: _____

Address: _____

Stakeholder Name: _____

Phone Number: _____ Email Address: _____

Address: _____

Stakeholder Name: _____

Phone Number: _____ Email Address: _____

Address: _____

Stakeholder Name: _____

Phone Number: _____ Email Address: _____

Address: _____

Stakeholder Name: _____

Phone Number: _____ Email Address: _____

Address: _____

MICHIGAN MI USA

ENHANCED
CHAUFFEUR LICENSE

Y 210 067 585 088
DOB 02-02-1967

ISS 11-15-2022
EXP 02-02-2027

ANTHONY MARK YOUSIF
4700 DOW RIDGE RD
ORCHARD LAKE, MI 48324-2327

Sex M
Hgt 508
Eyes BRO

Lic Type E,C
End CY

Restrictions NONE

DD 1205560896440

Rev 07-01-2012

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

SMOK HOLDING CO LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: ANTHONY YOUSIF
2. Street Address: 400 HAMILTON ROW
   Apt/Suite/Other: STE 300
   City: BIRMINGHAM
   State: MI Zip Code: 48009

3. Registered Office Mailing Address:
   P.O. Box or Street Address: 400 HAMILTON ROW, STE 300
   Apt/Suite/Other:
   City: BIRMINGHAM
   State: MI Zip Code: 48009

Signed this 6th Day of June, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
ANTHONY YOUSIF	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

SMOK HOLDING CO LLC

ID Number: 803050729

received by electronic transmission on June 06, 2023 ***, is hereby endorsed.***

Filed on June 06, 2023 ***, by the Administrator.***

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of June, 2023.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

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

Date of this notice: 06-06-2023

Employer Identification Number:
93-1724825

Form: SS-4

Number of this notice: CP 575 G

SMOK HOLDING CO LLC
ANTHONY YOUSIF SOLE MBR
400 HAMILTON ROW STE 300
BIRMINGHAM, MI 48009

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-1724825. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

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THE MEMBERSHIP INTERESTS IN SMOK HOLDING CO LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS SUBSEQUENTLY REGISTERED UNDER SUCH ACT OR LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. ARTICLE VI OF THIS AGREEMENT FURTHER RESTRICTS TRANSFERABILITY OF MEMBERSHIP INTERESTS IN THE COMPANY.

OPERATING AGREEMENT

OF

SMOK HOLDING CO LLC

JUNE 6, 2023

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SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
SMOK HOLDING CO LLC

THIS OPERATING AGREEMENT (this "**Agreement**") of SMOK Holding Co LLC, a Michigan limited liability company ("**Company**"), is entered into as of June 6, 2023 by and among Company and those Persons who from time to time become parties to or are otherwise bound by this Agreement as provided herein (collectively, the "**Members**"). Unless otherwise noted or defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in Article X.

RECITALS:

A. Company was formed to carry on any lawful business purpose or activity which shall at any time appear conducive to or expedient for the protection or benefit of Company and its assets.

B. The parties hereto agree that the terms of this Agreement shall govern, regulate and manage the affairs of Company except to the extent expressly prohibited or ineffective under the laws of the State of Michigan or the Articles.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
ORGANIZATIONAL MATTERS

Section 1.01 Name. The name of Company is SMOK HOLDING CO LLC.

Section 1.02 Principal Office. The principal office of Company is located at 400 Hamilton Row Ste 300 Birmingham, MI 48009, or such other location as may from time to time be determined by the Majority in Interest.

Section 1.03 Registered Office; Registered Agent. The registered office of Company and the registered agent for service of process on Company in the State of Michigan shall be that office and Person named in the Articles or such other office (which need not be a place of business of Company) or such other Person or Persons as the Majority in Interest may designate from time to time in the manner provided by the Act and Applicable Law.

Section 1.04 Purpose; Powers.

(a) The purposes of Company are: (i) to engage in any lawful act or activity for which limited liability companies may be formed under the Act; and (ii) to engage in any and all activities necessary or incidental thereto.

(b) Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

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Section 1.05 Term. The term of Company commenced on the date and time the Articles were filed and shall continue in existence perpetually or until any earlier date when Company is terminated in accordance with the provisions of this Agreement or as provided by law.

ARTICLE II
MEMBERS

Section 2.01 Members. The names, mailing addresses, Voting Interest, and Economic Interest of the Members are set out in Exhibit A attached hereto (the "**Members Schedule**"). The Majority in Interest shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 2.02 Capital Contributions; Capital Accounts; No Withdrawals.

(a) The Members have contributed to Company the amounts, in the form of cash, property, services, or a promissory note or other obligation (as such amounts may be amended herein from time to time, the "**Capital Contributions**") set out in the Members Schedule. No Member is required to make additional Capital Contributions to Company unless the Majority in Interest determines otherwise. In the event that any additional contributions to the capital of Company are so determined required, any failure to contribute the amount required when required shall be deemed a default by the Member so failing to contribute, and Company and all non-defaulting Members shall have the right to dilute the Membership Interests of the defaulting Member in such manner as the non-defaulting Members determine appropriate to take into account the disproportionate change in Capital Contributions caused by the disproportionate delivery of required additional contributions to the capital of Company (for which each Member who may hereafter be a defaulting Member hereby grants to Company and each Member who may hereafter be a non-defaulting Member a power of attorney, which is hereby deemed to be coupled with an interest and shall be irrevocable, authorizing such Person to, on behalf of such defaulting Member, take such further action as may be deemed necessary or appropriate to effect this dilution).

(b) Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Capital Account shall be: (i) credited by such Member's Capital Contributions to Company and any profits allocated to such Member in accordance with Article IV; and (ii) debited by any distributions to such Member pursuant to Article V and any losses allocated to such Member in accordance with Article IV. For purposes of maintaining the Members' Capital Accounts, profit and losses shall be determined in accordance with Treasury Regulation Section 1.704-1(b). The Capital Accounts shall be adjusted by the Majority in Interest upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the Majority in Interest determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. In the event of a Transfer of any Membership Interest in accordance with the terms of this

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Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Membership Interest.

(c) No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from Company, except as otherwise provided in this Agreement.

Section 2.03 Admission of Additional Members.

(a) Additional Members may be admitted from time to time in connection with (i) the issuance of Membership Interests by the Company, subject to compliance with the provisions of Section 3.02(a), or (ii) a Transfer of Membership Interests, subject to compliance with the provisions of Article VI, and in either case, following compliance with the provisions of Section 2.03(b).

(b) In order for any Person not already a Member of Company to be admitted as a Member, such Person shall have executed and delivered to Company a joinder agreement in which such Person agrees to be bound by all of the provisions of this Agreement. Upon the amendment of the Members Schedule by the Majority in Interest and the satisfaction of any other applicable conditions, including, if a condition, the receipt by Company of payment for the issuance of the applicable Membership Interests, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of Company, and thereupon shall be issued his, her, or its Membership Interests. The Majority in Interest shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 2.02.

Section 2.04 Certification of Membership Interests.

(a) Company may, but shall not be required to, issue certificates evidencing Membership Interests in Company.

(b) If the Majority in Interest shall issue certificates representing Membership Interests in accordance with Section 2.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

> THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A SECOND AMENDED AND RESTATED OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECOND AMENDED AND RESTATED OPERATING AGREEMENT.

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THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO: (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS; OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section 2.05 Meetings.

(a) Meetings of the Members may be called by a Member.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Member(s) calling the meeting. The Members may hold meetings at Company's principal office or at such other place, as the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission, or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; provided, that the Members shall have been notified of the meeting in accordance with Section 2.05(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Voting Interests. Subject to Section 2.06, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

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(g) Subject to Section 2.06 and any other provision of this Agreement or the Act requiring the vote, consent, or approval of a different percentage of the Voting Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the Voting Interests.

Section 2.06 Action Without Meeting. Notwithstanding the provisions of Section 2.05, any matter that is to be voted on, consented to, or approved by Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Majority in Interest of each such action taken by written consent of a Member or Members.

Section 2.07 Confidential Information.

(a) Each Member acknowledges and agrees that all information provided to the Member by or on behalf of Company concerning Company's business or assets shall be deemed strictly confidential and, without the prior consent of the Majority in Interest, shall not be: (i) disclosed to any Person; or (ii) used by the Member other than for a Company purpose or a purpose reasonably related to protecting the Member's interest in a manner not inconsistent with the interests of Company. Each Member hereby is authorized to disclose such information to the Member's accountants, attorneys and similar advisors bound by a duty of confidentiality; moreover, the foregoing requirements of this Section 2.07 shall not apply to a Member with regard to any information that is currently or becomes: (i) required to be disclosed pursuant to applicable law (but only to the extent of such requirement and with prompt notice to Company of such disclosure); (ii) required to be disclosed in order to protect the Member's interest (but only to the extent of such requirement and only after consultation with the Majority in Interest); (iii) publicly known or available in the absence of any improper or unlawful action on the part of the Member; or (iv) known or available to the Member other than through or on behalf of Company.

(b) If a Member breaches the provisions of this Section 2.07 (whether by the Member's own action, the action of the Member's Affiliates, officers, principals, family members, agents or otherwise), Company shall be entitled to the following remedies: (i) damages from the Member incurred by Company as a direct and proximate result of the breach; and (ii) in addition to the remedies provided by law or any other rights, remedies or damages to which Company may be entitled, Company may seek injunctive or other equitable relief to restrain any breach or threatened breach or to enforce specifically the provisions of this Section 2.07. Each Member further agrees that the existence of any claim or cause of action on the part of the Member, whether arising from this Agreement or otherwise, shall not constitute a defense to specific enforcement of this Section 2.07. Each Member acknowledges and agrees that money damages alone would be inadequate to compensate Company and would be an inadequate remedy for a breach of this Section 2.07 by the Member. The rights and remedies set forth in this Section 2.07(b) are cumulative and not alternative.

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Section 2.08 Devotion of Time to Company. The Members may have other business interests and may engage in other activities in addition to those relating to the Company and its business. Neither the Company nor any Member shall have any right, by virtue of this Agreement or the mere fact that a person is a Member of the Company, to share or participate in such other interests or activities of a Member or to the income or proceeds derived from such interests or activities. The provisions of this Section 2.08 shall be subject to those of Sections 2.09 and 2.10 below and any separate obligations from this Agreement.

Section 2.09 Self-Dealing. Any Member and any Affiliate of any Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such dealings were approved, in advance, by the Majority in Interest.

Section 2.10 Deadlock; Mediation. In the event that a good faith disagreement exists among the Members, the parties shall first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, which is not resolved by mediation within sixty (60) days of a request, shall be settled by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitral tribunal may be entered in any court of record having jurisdiction thereof. All fees and expenses of mediation and arbitration shall be borne by the parties equally; and each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs; except the arbitral tribunal shall award to the prevailing party, if any, as determined by the arbitral tribunal, all of its costs and fees.

ARTICLE III
MANAGEMENT

Section 3.01 Management of Company. The business and affairs of the Company shall be managed by one or more Managers (the "**Managers**"). Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Whenever any matter is required to be approved by the Managers at a time in which there is more than one Manager, the matter shall be considered approved or consented to upon the receipt of the affirmative approval of a majority of the Managers. Should there be an impasse among them as to the operation of the Company or any proposed action of the Company, then any Manager may submit the proposed action to a vote by Members and the impasse shall be resolved by the Majority in Interest. The actions of the Managers taken in accordance with the provisions of this Agreement shall bind the Company. Initially, Anthony Yousif, and individual ("**ANTHONY**"), shall be the sole Manager.

Section 3.02 Certain Powers of the Managers. Without limiting the general powers of the Managers set forth in Section 3.01, the Managers shall have power and authority, on behalf of the Company without requiring approval from any Members, to:

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(a) Execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, maintenance and operation of Company's business;

(b) Contract on behalf of Company for the employment and services of employees and/or independent contractors, including lawyers and accountants;

(c) Take or refrain from taking all actions not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of Company;

(d) Acquire by purchase, lease, exchange or otherwise any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of Company;

(e) Design, construct, operate, maintain, finance, improve, own, grant options with respect to, sell, convey, assign, mortgage, exchange or lease and cause to have constructed any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of Company;

(f) Borrow money and issue evidences of indebtedness (including from or to any Member) necessary, convenient or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on assets of Company;

(g) Execute, in furtherance of any or all of the purposes of Company, any deed, lease, mortgage, mortgage note, bill of sale, contract or other instrument conveying, exchanging or encumbering the real or personal property of Company;

(h) Prepay in whole or in part, refinance, re-cast, increase, modify or extend any mortgages or other indebtedness of Company and in connection therewith to execute any extensions or renewals of such indebtedness;

(i) Engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of Company, as may be lawfully carried on or performed; and/or

(j) Amend or modify any provisions of the Articles.

Section 3.03 Actions Requiring Approval of a Majority in Interest. Without written approval of the Majority in Interest, the Managers shall not, and shall not cause the Company to take any of the following actions:

(a) Issue additional Membership Interests;

(b) The sale or disposition of (at one time or through a series of transactions) all or substantially all of the assets of Company, or causing Company to engage in a merger,

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consolidation, share exchange, reorganization or other similar transaction or series of transactions;

(c) Dissolve, wind up, or liquidate Company or initiate a bankruptcy proceeding involving Company;

(d) Convert Company into another form of business entity; and/or

(e) Change the name of Company.

Section 3.04 Standard of Care. A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging in willful misconduct. A Manager shall be fully protected in discharging the Manager's duties in relying in good faith upon the records maintained by the Company and upon the information, opinions, reports or statements by any other Manager, or agents, or by any other Person, as to matters a Manager reasonably believes are within the other Person's professional or expert competence and who has been selected with reasonable care by, or on behalf of, the Company. Each of the Members hereby holds harmless (to the extent of the Member's share of the assets of the Company, but not with respect to any of the assets of the Member independent of the Company) and waives any claim against each Manager for any and all losses, damages, liability claims, causes of action, omissions, demands and expenses or any other act or failure to act arising from or out of the Manager's duties as Manager provided the action or failure to act complies with the standard of conduct set forth in the first sentence of this Section 3.04. The Members hereby acknowledge and agree that the Manager shall have no fiduciary duty of care except as to obligations expressly set forth in this Agreement.

Section 3.05 Officers. The Managers may appoint one or more individuals as officers of the Company (the "**Officers**") as the Managers deem necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Managers deem advisable. An Officer is not required to be a Member or Manager of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Managers or until his or her earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Managers. Any Officer may be removed by the Manager at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Managers pursuant to this Section 3.05.

Section 3.06 Replacement and Resignation of Manager. Any Member and any Affiliate of any Member may deal with Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such dealings were approved, in advance, by the Majority in Interest. A Manager may be removed at any time, with or without cause, by the Majority in Interest. A Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be appointed by the Majority in Interest.

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Section 3.07 Limitation of Liability. Except as set forth in the Act, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

Section 3.08 Managers Shall Have No Exclusive Duty to Company. A Manager shall not be required to dedicate the full time and attention of the Manager to the Company's business and may have other business interests and engage in activities in addition to those relating to the Company, including activities that compete with the Company, except as otherwise expressly provided in this Agreement. Further, a Manager shall not be required to submit any business opportunities to the Company or refrain from taking part in any business opportunities. The Members hereby acknowledge and agree that the Manager shall have no fiduciary duty of loyalty except as to obligations expressly set forth in this Agreement.

Section 3.09 Power to Bind the Company. Only the Managers (and the officers of the Company pursuant to authority granted by the Manager) shall have the authority to bind the Company. Unless authorized to do so by this Agreement or by the Managers, no attorney-in-fact, employee, or other agent of the Company (other than officers duly authorized by the Manager) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

Section 3.10 Fees and Compensation. The Company shall reimburse (or if not yet expended, advance on behalf of) the Managers for all reasonable expenses incurred in managing the Company, including costs associated with all non-executive personnel, costs of establishing and maintaining its status as a limited liability company, all accounting and tax return costs and all overhead and associated costs of operations. The Managers shall determine the compensation, if any, that the Company will pay the Managers, officers and employees of the Company.

ARTICLE IV
ALLOCATIONS OF PROFITS AND LOSSES

All items of income, gain, loss, deduction, and credit of Company shall be allocated among the Members in proportion to their Economic Interests for federal, state, and local income tax purposes, except as may otherwise be provided herein or under the Code.

Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Economic Interests.

This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

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ARTICLE V
DISTRIBUTIONS

Distributions of available cash shall be made to the Members in proportion to their Economic Interests on a monthly, quarterly or annual basis if and to the extent that the Majority in Interest determines that Company's cash on hand exceeds the current and anticipated needs of Company to fulfill its business purposes, business plan and contractual obligations.

Notwithstanding any provision to the contrary contained in this Agreement, Company shall not make any distribution to Members if such distribution would violate the Act or other Applicable Law.

ARTICLE VI
TRANSFERS

Section 6.01 General Restrictions on Transfer.

(a) Each Member agrees that it will not Transfer all or any portion of its Membership Interest in Company unless approved in writing by the Majority in Interest (which approval may be granted or withheld for any reason or for no reason in the sole discretion of the Majority in Interest) or specifically permitted by this Agreement.

(b) No Transfer of any Membership Interest may be made if counsel for Company will be of the opinion that the transfer would be in violation of the Securities Act of 1933, as amended, or of any state securities or "**Blue Sky**" laws (including any investment suitability standards) applicable to Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) No Transfer of Membership Interests to a Person not already a Member of Company shall be deemed completed until the prospective Transferee is admitted as a Member of Company in accordance with Section 2.03(b) hereof.

(e) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "**Membership Interest**," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 6.02 Triggering Events.

(a) The Members will have the options described in Section 6.02(b) with respect to any Person (other than ANTHONY) who holds a Membership Interest (a

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"**Holder**") if any of the following events ("**Triggering Events**") has occurred with respect to such Holder:

(i) If the Holder appoints or has appointed a receiver or custodian for all or a substantial portion of its assets;

(ii) If the Holder makes or consents to an assignment for the benefit of creditors or a common law composition of creditors;

(iii) If the Holder files a voluntary petition of bankruptcy or is otherwise adjudged bankrupt or has entered against it an order for relief in any bankruptcy or insolvency proceeding;

(iv) If the Holder dissolves and liquidates, or merges with or into any other Person, consolidates or otherwise reorganizes in any manner such that the Holder is not the survivor;

(v) If the Holder's Membership Interests will be levied on for execution, or if any interest in Company is awarded by judicial decree or judgment to any Person, including, without limitation, the spouse or former spouse of the Holder pursuant to a divorce or separation proceeding;

(vi) If there is a change in ownership of fifty percent (50%) or more of the securities of the Holder; or

(vii) If the Holder sells or otherwise disposes of all or substantially all the assets of the Holder.

(viii) If the Holder performs any act, omission or conduct which results in a violation, complaint or other adversarial action against the Company or which would render the Holder ineligible to hold a facility establishment license under the Michigan Regulation and Taxation of Marijuana Act or a state operating license under the Michigan Medical Marijuana Facilities Licensing Act.

(b) If any of the Triggering Events in Section 6.02(a) occurs, then the Members other than the Holder of the Membership Interests described above shall have the option: (i) to purchase all, but not less than all, of such Holder's Membership Interests at the price and on the terms specified in this Section 6.02; (ii) to request that Company be liquidated and dissolved, which must be approved by a majority of such Members; or (iii) to continue Company as permitted by law after the Triggering Event described above with any successor to such Holder being treated as a mere assignee of the interest thereof, with no right to participate in the management of Company (unless approved for membership in accordance with this Agreement).

(c) If the Members other than the Holder of the Membership Interests exercise the option to purchase or liquidate as granted under this Section 6.02, they will do so by notifying all the Members and the Holder of the Membership Interests being purchased (or its legal successor) of this decision any time within six (6) months after the occurrence of

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the Triggering Event, even though it may have been cured before the notice of exercise or any bankruptcy petition may have been dismissed or otherwise discharged. Such exercising Members shall have a pro rata right to purchase all of such Holder's Membership Interests on the basis of such exercising Members' respective Membership Interests relative to all such exercising Members' Membership Interests. The Members' primary option to purchase will be enforceable by injunctive relief.

(d) Except as otherwise specifically provided herein, the purchase price for the Membership Interests to be sold pursuant to options or requirements contained in this Section 6.02 will be equal to the Fair Market Value of Company, divided by the outstanding Membership Interests, then multiplied by the number of the Membership Interests being purchased in connection with the acquisition of the seller's Membership Interests. For purposes of this Agreement, "**Fair Market Value**" shall be an amount determined by the Accountants, who may retain and consult with one or more appraisers on Company's behalf, as they deem appropriate, and the amount so determined by the Accountants will be final and binding on all parties. Any costs or expenses associated with making any such determination will be paid fifty percent (50%) by Company and fifty percent (50%) by the seller.

(e) Except as otherwise provided herein, if any Membership Interests are sold and purchased pursuant to the provisions of this Section 6.02, the payment terms will be as follows: the purchase price will be paid by a down payment in cash of ten percent (10%) of the total purchase price, with the balance being paid pursuant to a promissory note, bearing interest at a rate equal to the applicable federal rate (as determined under Code Section 1274(d)) for midterm loans made during the month of closing, and requiring twelve (12) equal quarterly payments of principal and interest, with payments commencing three (3) months following the time of closing. The promissory note may be prepaid without premium or penalty.

Section 6.03 Drag-Along Right.

(a) If the Majority in Interest proposes to transfer all of their Membership Interests to any third party (the "**Prospective Purchaser**"), such Members may require all or any other Members (the "**Drag-Along Members**") to transfer all of their Membership Interests to the Prospective Purchaser on the same terms by delivery of a written notice (a "**Drag-Along Notice**") to them. Upon the receipt of a Drag-Along Notice, each Drag-Along Member shall transfer all of its Membership Interest to the Prospective Purchaser on such terms and in accordance with Section 6.03(b) below.

(b) Each Drag-Along Member individually, not jointly and severally, shall: (i) make such Drag-Along Member's proportionate share of any representations, warranties, covenants, and indemnification provided by the sellers in connection with the transfer; (ii) fulfill its proportionate share of the obligations to be fulfilled by the sellers in connection with the transfer; (iii) execute any applicable agreements, instruments, or documents transferring the Membership Interests to the Prospective Purchaser; and (iv) deliver the Membership Interest it is transferring at the closing against delivery of the consideration it is to receive at the closing.

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Section 6.04 Death of a Member. Upon the death of a Member, Company shall purchase, and the estate of the deceased Member shall sell, all, but not less than all, of such Member's Membership Interests at the Fair Market Value. The purchase and sale of such Membership Interests shall be consummated not later than ninety (90) days after the date of death of the deceased Member. In the event a personal representative for the estate of a deceased Member is not appointed within ninety (90) days after the date of death, Company may, at its election and without affecting the obligation to purchase and sell the Membership Interests of the deceased Member hereunder, await the appointment of a personal representative, petition for the appointment of a personal representative or purchase the deceased Member's Membership Interests from the heirs of the deceased Member as determined by a majority of the other Members.

Section 6.05 Right to Purchase. At any time and for any reason whatsoever, ANTHONY shall have the exclusive right to purchase the other Members' Membership Interests at a price equal to the other Members' Capital Contributions amount. The purchase and sale of such Membership Interests shall be consummated not later than ten (10) days after ANTHONY provides written notice to such Member.

ARTICLE VII
LIABILITY AND INDEMNIFICATION

Section 7.01 Liability. Except as otherwise provided in the Act, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

Section 7.02 Indemnification.

(a) To the fullest extent permitted under the Act, any Covered Person (as defined in section (c) below) shall be entitled to indemnification and reimbursement of reasonable expenses from the Company for and against any loss, damage, claim, or expense (including reasonable attorneys' fees) (collectively, "Losses") whatsoever incurred by the Covered Person relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence) performed or omitted by any Covered Person on behalf of the Company; provided, however, that (i) any indemnity under this Section 7.02 shall be provided out of and to the extent of the Company assets only, and neither any Member or any other Person shall have any personal liability to contribute to such indemnity by the Company; (ii) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; and (iii) such Covered Person's conduct did not constitute fraud or willful misconduct.

(b) Upon receipt by the Company of a written undertaking by or on behalf of the Covered Person to repay such amounts if it is finally judicially determined that the Covered Person is not entitled to indemnification under this Section 7.02, the Company shall advance, to the extent reasonably required, each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating,

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preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 7.02.

(c) For purposes of this Section 7.02, "Covered Person" means (i) each Member; (ii) each Manager and Officer of the Company; and (iii) each officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member and of each Manager.

ARTICLE VIII
ACCOUNTING AND TAX MATTERS

Section 8.01 Inspection Rights. Upon reasonable notice from a Member, Company shall afford the Member access during normal business hours to the corporate, financial, and similar records, reports, and documents of Company, and shall permit the Member to examine such documents and make copies thereof.

Section 8.02 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for US, federal, state, and local income tax purposes. No Member shall take any action inconsistent with such intent, and the Members agree to make any amendments to this Agreement required to obtain or maintain partnership classification for tax purposes from time to time.

Section 8.03 Partnership Representative.

(a) Appointment; Resignation. The Members hereby appoint ANTHONY as the "partnership representative" (as provided in Section 6223(a) of the Code, as amended by the Bipartisan Budget Act of 2015 ("**BBA**")) (the "**Partnership Representative**"). The Partnership Representative may resign at any time. The Partnership Representative can also be removed at any time by a vote of the Majority in Interest. In the event of the resignation or removal of the Partnership Representative, the Majority in Interest shall appoint a new Partnership Representative.

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent Company (at Company's expense) in connection with all examinations of Company's affairs by any federal, state, local, or foreign taxing authority, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that it will not treat any Company item inconsistently on such Member's income tax return. The Partnership Representative shall have sole authority to act on behalf of Company in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.

(c) Income Tax Elections. Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections they deem advisable on behalf of Company; provided, that the Partnership

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Representative will make an election under Section 754 of the Code, if requested in writing by the Majority in Interest.

Section 8.04 Tax Returns.

(a) At the expense of Company, the Partnership Representative will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Partnership Representative will deliver to each Member, Company information necessary for the preparation of such Member's federal, state, and local income tax returns for such Fiscal Year.

(b) Each Member agrees that such Member shall not treat any Company item on such Member's federal, state, foreign, or other income tax return inconsistently with the treatment of the item on Company's return.

ARTICLE IX
DISSOLUTION AND LIQUIDATION

Section 9.01 Events of Dissolution. Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The written approval of the Majority in Interest; or

(b) The happening of any other event requiring the dissolution of Company under the Act.

Section 9.02 Effectiveness of Dissolution. Dissolution of Company shall be effective on the day on which the event described in Section 9.01 occurs, but Company shall not terminate until the winding up of Company has been completed, and the assets of Company have been distributed as provided in Section 9.03.

Section 9.03 Liquidation. If Company is dissolved pursuant to Section 9.01, Company shall be liquidated and its business and affairs wound up in accordance with the Act and the following provisions:

(a) ANTHONY, or another Person selected by the Majority in Interest, shall act as liquidator to wind up Company (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of Company's assets and to wind up and liquidate the affairs of Company in an orderly and business-like manner.

(b) As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

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(c) The Liquidator shall liquidate the assets of Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of Company;

(iii) Third, to the Members in satisfaction and return of their Capital Contributions; and

(iv) Fourth, to the Members, on a pro rata basis, in accordance with the Members' Economic Interests.

Section 9.04 Required Filings. Upon completion of the winding up of Company, the Liquidator shall make all necessary filings required by the Act.

ARTICLE X
DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Article X:

"**Accountants**" means the independent certified public accountants then serving Company, from time to time.

"**Act**" means the Michigan Limited Liability Company Act and any successor statute, as it may be amended from time to time.

"**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"**Applicable Law**" means all applicable provisions of: (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Articles**" means the articles of organization filed with the Michigan Department of Licensing and Regulatory Affairs on November 21, 2016.

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"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Economic Interest**" means a Membership Interest consisting of a Member's rights (expressed as a percentage) in Company to which a Person is entitled to participate in net income and gain, net loss and all other economic attributes of ownership to which a Member is entitled under this Agreement.

"**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"**Fiscal Year**" means the calendar year, unless Company is required or elects to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Lien**" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"**Majority in Interest**" means Members holding more than fifty percent (50%) of the Voting Interests of Company.

"**Membership Interest**" means the entire interest in Company owned by a Member, including such Member's: (i) Economic Interest; (ii) Voting Interest; and (iii) right to receive any and all other benefits due to a Member under this Agreement and the Act.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"**Transfer**" means to sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests or any interest (including a beneficial interest) therein.

"**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

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"**Voting Interest**" means a Membership Interest consisting of a Member's rights (expressed as a percentage) in Company to which a Person is entitled to vote, consent, or participate in any Member decisions provided in this Agreement and the Act and all other non-economic attributes of ownership to which a Member is entitled under this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any jurisdiction).

Section 11.02 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.03 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this Section 11.03 shall diminish the waiver described in Section 11.02.

Section 11.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

(a) when delivered by hand;

(b) when received by the addressee if sent by a nationally recognized overnight courier;

(c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.04):

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If to Company: SMOK HOLDING CO LLC
400 Hamilton Row Ste 300
Birmingham, MI 48009
Attention: Anthony Yousif
E-Mail: a.yousif@lainsurance.com

If to a Member: To the Member's respective mailing address as set forth on the Members Schedule.

Section 11.05 Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Membership Interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section 11.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 11.08 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by all Members. Any such written amendment or modification will be binding upon Company and each Member.

Section 11.09 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 11.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Section 11.11 Entire Agreement. This Agreement, together with the Articles and all related exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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Section 11.12 No Third-Party Beneficiaries. Except as provided in Article VII, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

By: Anthony Yousif
Its: Manager

By: DocuSigned by: 8FA407D97315...
Name: Anthony Yousif
Title: Manager

MEMBERS:

Anthony Yousif

By: DocuSigned by: 8FA407D97315...
Name: Anthony Yousif
Title: Manager

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EXHIBIT A

MEMBERS SCHEDULE

Member Name, Address and E-Mail	Capital Contribution	Voting Interest	Economic Interest
Anthony Yousif 400 Hamilton Row Ste 300 Birmingham, MI 48009 E-Mail: a.yousif@lainsurance.com	[$_____]	100.00%	100.00%
Total:	[$_____]	100.00%	100.00%

TAB 3

SMŌK
CANNABIS

CITY OF JACKSON FORMS

Pursuant to City ordinance, the signed and required forms are contained herein:

- License Criminal History pursuant to §16-516(d)(5)
- Criminal Background Check pursuant to §16-516(d)(6)
- Inspection Consent Form pursuant to §16-516(d)(7)
- Marihuana Facility License/Certificate History pursuant to §16-516(d)(9)
- Marihuana Facilities License Applicant Affidavit pursuant to §16-516(d)(15)

Application # _____

MARIHUANA FACILITY LICENSE CRIMINAL HISTORY

Complete Section 1 or Section 2

SECTION 1

I do swear (or affirm) that I am at least 18 years of age and have never been convicted of or pled guilty to any criminal offense under the laws of any jurisdiction for a controlled substance related crime.

X _____
Signature

Taken, subscribed and sworn before me on

July / 07 / 2023
Month Date Year

X _____
Signature of Person Administering Oath

SECTION 2

Date of Conviction: _____

Name of Court: _____

Location of Court: _____

Arresting Agency: _____

Prosecuting Agency: _____

Case Caption: _____ Docket Number: _____

Offence: _____ Disposition: _____

Location and length of incarceration: _____

Application # _____

CRIMINAL BACKGROUND CHECK AUTHORIZATION FORM

(To be completed by the applicant and each employee)

Name: Anthony (First) Mark (Middle) Yousif (Last)

Former Name(s) and Dates Used: _____

Current Address: 400 Hamilton Row Ste 300 Birmingham, MI 48009

Previous Address: 812 S Main St Ste 200 Royal Oak, MI 48067

Previous Address: _____

Social Security Number: 377-82-1901 DOB: 02/02/1967

Drivers License Number/State: Y 210 067 585 088

The information contained in this application is correct to the best of my knowledge.

I hereby authorize the City of Jackson Department of Police and Fire Services to perform a criminal background check to ascertain whether I meet the criteria set forth in Article XVIII, Chapter 16 of the Jackson Code of Ordinances.

Signature: _____ Date: 7/7/23

Application # _____

PREMISES INSPECTION CONSENT FORM

Name of Proposed Marihuana Facility: SMOK Cannabis

Address: 810 W Argyle St

I hereby authorize the City of Jackson Department of Police and Fire Services to inspect the premises of the proposed Medical Marihuana Facility and/or Adult-Use Marihuana Facility for compliance with the provisions applicable under the City of Jackson, Michigan Code of Ordinances.

Print Name: Anthony Yousif

Signature: _____ Date: 7/7/23

Application # _____

MARIHUANA FACILITY LICENSE/CERTIFICATE HISTORY

Complete Section 1 or Section 2

Section 1

I do swear (or affirm) that I have never applied for or have 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.

X _____
Signature

Taken, subscribed and sworn before me on

July / 07 / 2023
Month Date Year

X _____
Signature of Person Administering Oath

Section 2

Status: Denied Restricted Suspended Revoked Not Renewed

Type: Commercial License Certificate

Licensing Authority/Jurisdiction: _____

Please describe the facts and circumstances concerning the application and the action taken, dates, and reason for the action:

Application # _____

MARIHUANA FACILITIES LICENSE APPLICANT AFFIDAVIT

STATE OF MICHIGAN
COUNTY OF JACKSON

The undersigned, Anthony Mark Yousif, being duly sworn, herby deposes and says:

1. Neither I nor any stakeholder of the applicant have failed to file or pay any income taxes, property taxes, special assessments, fines, fees, or other financial obligation to the City of Jackson.

2. The transfer of marihuana to and from Medical Marihuana Facilities shall be in compliance with the MMMA and the MMFLA or other applicable state laws.

3. The liquid assets identified in the documents submitted to LARA to meet LARA's capitalization requirements will still be in liquid form at the time the license is issued by the City.

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

Executed this 7th day of July, 2023.

_____
Signature

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN, COUNTY OF Oakland,

SS:

MICHELLE GABRIEL
NOTARY PUBLIC - STATE OF MICHIGAN
County of Oakland
My Commission Expires July 29, 2028
Acting in the County of Oakland

_____
Notary Public

My commission expires:

TAB 4

SMŌK
CANNABIS

PROOF OF INSURANCE

SMOK Holding LLC is not yet an operating facility/business and therefore does not hold an insurance policy. Upon approval, SMOK intends to establish an adequate premise liability and casualty insurance policy in the amount not less than one million dollars ($1,000,000.00) per occurrence, covering the adult-use marihuana establishment and naming the city as an additional insured party as required per §16-516(d)(12).

TAB 5

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FACILITY PLAN

Attached hereto are SMOK Holding Co, LLC's facility plans as required by LARA pursuant to §16-516(d)(14). SMOK's facility plan includes but is not limited to:

- Security Plan §16-516(d)(13)
- Staffing Plan §16-516(d)(17)
- Facility Sanitation Plan §16-516(d)(21)

Adult Use Retailer Business Plan

SMOK HOLDING CO, LLC

A Michigan Limited Liability Company

Contents

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SECURITY PLAN 4
SECURITY SYSTEM LAYOUT 11
BUILDING INFORMATION 22
ZONING INFORMATION 23
TECHNOLOGY PLAN 25
INVENTORY PLAN 26
STORAGE PLAN 27
WASTE MANAGEMENT PLAN 32
ODOR MANAGEMENT PLAN 35
STAFFING PLAN 39
MARKETING PLAN 45

SMŌK
CANNABIS

FACILITY DESCRIPTION

SMOK Holding Co, LLC (the "Company") is seeking to obtain licensing for an adult-use retailer. We are requesting one (1) retailer license. The facility is located at 810 W Argyle St in the City of Jackson. It is located on the north side of W Argyle between N West Ave and N Wisner St in a C4-zoned area.

Hours of Operation
Our initial hours of operation will be 10:00 am to 9:00 pm with hours being adjusted as needed, but will still fit within the hour limitations per City ordinance.

SECURITY PLAN

As part of our camera package, we will install 360-degree high-definition cameras on the exterior, as well as high-definition cameras inside, and provide the City Police Department 24-hour access to the footage. In addition, our facility will staff security personnel 24 hours. In addition to 360-degree exterior footage, SMOK Holding Co will also install cameras at the property points of egress/ingress with the capability of capturing license plate images.

OUTER PERIMETER

Perimeter Lighting

Security lighting will be used as a form of deterrence and to keep customers safe. Well-lit entrances and exits discourage unlawful or inappropriate access, and of course, lighting will assist in the capture of video on entrance and exit areas. We will use widely distributed low-intensity lighting because high-density lighting can create blind spots for security cameras and personnel. Lighting will be installed in a manner that makes it difficult to tamper with (e.g. suspending lights from tall poles) and will be installed with a backup power supply so that security lights will not go out if the electricity is cut off. An ample amount of lighting fixtures will be installed on the exterior.

Entrance and Exits

There will be one exterior door for customers and employees to use as the main point of egress, and one emergency exit-only door. A roll-down steel door will be added to all doors and windows that can be rolled down after hours to secure the entrance. We will also install shatterproof windows. Locks on the exterior doors will meet NFPA 1, local fire codes, and Michigan building ccodes

MIDDLE PERIMETER

Lobby/Reception Area

The lobby/reception area will be separated from the retail sales floor and the office area by floor-to-ceiling walls. This area will also contain a lavatory. The lobby/reception area will act as a lounge area for customers to wait until a position and employee become available in the sales area. The front customer/employee entrance will also be used for secure deliveries, which will then be buzzed into the retail sales area where they will be routed behind the sales counter.

Adjacent to the lobby, a metal security door, with an electric strike plate controlled via card reader and buzzer controlled by the receptionist, will separate the lobby area from the retail sales area.

Customers will arrive through the main entrance, walk through a metal detector, and be greeted by a security officer. The officer will request to see the customer’s identification and medical marihuana card (if a patient). Once this has been done, the customer will be guided to the reception desk where the customer's identification will be rechecked by the receptionist. When a position in the retail sales area becomes available, the receptionist will buzz the customer into the retail sales area.

CCTV camera coverage is provided in these areas.

INNER PERIMETER

Retail Sales Floor

Security for the retail sales floor is controlled by a combination of CCTV security cameras, access control, and panic alarms. Every area has cameras that provide overlapping coverage. All Point of Sales locations have security camera coverage.

The storage room area will contain a DEA-rated vault and work area. Security is provided here by CCTV security cameras and panic alarms. Refer to the Security Technology section of this plan.

NOTE: Only a minimal amount of marijuana products will be on display. All marijuana stock will be kept in the DEA-rated vault in the secured storage room. No marijuana product will be visible from the front of the building.

Safe/Vault

At least one safe/vault will be placed in the safe/vault room. The safe/vault will meet or exceed DEA TL-15 standards to secure schedule 1-5 narcotics as well as currency. The safe/vault will weigh in excess of 750 lbs. and will be secured to either the wall or floor.

TL-rated safes are combination lock safes that offer protection against a combination of mechanical, electrical, and cutting tools. Safes with a TL rating will resist abuse by a variety of tools depending on classification, from picking tools to hand tools, mechanical or electrical tools, grinding points, carbide drills, pressure-applying devices, cutting wheels, power saws, or impact tools.

The room will also contain the IT server, which will be secured in the safe/vault room. Access to this room will be secured and have surveillance camera coverage. Refer to the Security Technology section of this plan. The room is located at the rear of the building so it has no wall on the exterior of the building. The room will have a metal security door with an electric strike plate and card reader/FOB access control.

SECURITY TECHNOLOGY

Camera

The security plan for SMOK Holding Co provides Internet Protocol CCTV coverage for both the exterior and interior of the building. The system will include video monitors, digital archiving devices, and a color printer capable of delivering still photos. The system will be made accessible to police and regulatory officials.

The camera and recording system will run 24/7 and provide evidentiary quality images that clearly identify the individuals in the recordings. Camera recordings will be time-stamped as well.

The surveillance system will be equipped with a "failure" notification system, which will immediately alert ownership and management if there is an interruption or failure of the video surveillance system or video surveillance system storage device.

The video surveillance system will include a Network Video Recorder capable of meeting or exceeding requirements as well as a color printer that will have the capability of delivering still photos.

All media related to the surveillance cameras will be stored in a secure manner. This security measure will include keeping the media in a safe or vault or secured in the locked, secured server room.

All cameras will be permanently mounted in fixed locations.

All recordings will be retained for a minimum of 30 days.

Areas covered by CCTV include, but are not limited to:

- Storage area where the surveillance system is stored
- All areas where marijuana products are weighed, packed, stored, loaded/unloaded for transportation, and prepared or moved within the facility.
- Point of Sales areas
- Safes/Vaults and any locations where currency is used for a transaction or stored
- Entrances, exits, and parking areas

Ownership will designate at least one management person to be responsible for maintaining a log of all recordings, which will include:

- Identities of the employees responsible for monitoring the video surveillance system
- Identity of the employee who removed the recording from the video surveillance system storage device and the time and date removed
- The identity of the employee who destroyed any recordings

Access Control: FOBS, Pin Numbers and Keys

Access into the building will consist of an advanced access control system, Tracking everyone's access by date, time, pin code and key-fob scan. Each employee will have access on a clearance basis.

Unlocking of a secured array will only occur when scanning a key-fob and entering a PIN simultaneously.

Only designated individuals who are employed by SMOK Holding's LLC will be issued A FOB and pin, in the event an individual who has access is terminated or leaves employment management will immediately disable the FOB and pin.

In the event of power loss, the access control system houses a 24-hour battery backup. If power remains off longer than 24-hours the access control system will revert to a lock and key system until power is restored. Motion and request to exit sensors become implemented on the opposite side of the door for easy exit.

All components of the access control system are that of a security grade system and UL Listed. Access control will also work in conjunction with the Intrusion and CCTV system. All components are tested monthly and monitored by Alarm.com and Clearview Michigan (License No.: 3601206773).

Intrusion Alarms

For intrusion types of alarms, the security plan prescribes Motion Detectors with image sensors, Door

Contact, Fire/carbon sensors, leakage sensors, sirens, and Glass Brake sensors.
Door contact sensors are positioned at each door on site.

Motion, fire, glass brake, and leakage sensors are placed throughout the building's interior.

In the event of a Power outage, the alarm system will continue to operate as usual for 24 hours due to a battery backup. The system will also notify management of any power loss or tampering.

A 4G cell receiver connects the intrusion system communications from AT&T or Verizon as well as landline and Wi-Fi communication as a backup.

The intrusion system will be armed and disarmed by individual codes for each employee. Alarm.com will power the system and be Monitored by Clearview (License No.:3601206773). In the event, that the alarm is triggered, the monitoring center will conduct a visual inspection via the CCTV system as well as contacting on staff security officers, management, and if necessary, the proper authorities.

Panic Button
Employees will be equipped with wireless, wearable silent alarm buttons that can be outfitted to become a neckless, bracelet and belt clip. The button can only function if pressed and held down for 2 seconds to avoid accidental pressing.

EMPLOYEE BACKGROUND SCREENING

To help prevent product diversion or theft, management will conduct pre-employment screening of all employees. The background will examine the individual's civil and criminal records.

Individuals who have been convicted in the last 10 years of a felony or 5 years for a misdemeanor involving theft, controlled substances, dishonesty, or fraud will not be hired.

INVENTORY CONTROL/ANTI-DIVERSION PROTOCOL

All product will be monitored and controlled while at the facility. SMOK Holding Co will utilize a four-tier "checks and balance" process to eliminate the potential of employee diversion or theft. This process includes the Metrc System, multiple employee witnesses to the transfer/transaction, the CCTV System, and a weekly audit of all inventory.

SECURE TRANSPORT ARRIVAL/DEPARTURE PROTOCOL

Protocol for deliveries

- Upon receiving a delivery from the secure transport, a SMOK Holding Co employee will inspect the delivery to ensure it is the correct strain of marijuana or product and quantity ordered and will log it into the Metrc System. This transaction will be witnessed by another employee of SMOK Holding Co.
- The employee will then accept the delivery entering it into the Metrc System via RFD or online.
- The marijuana will then be secured in the DEA safe previously described in this plan.
- The transfer will be monitored and recorded by the CCTV system located in the secure room.
- Additionally, the transfer will be recorded, either manually or electronically, via a proprietary recording system.

Protocol for marijuana leaving the facility

- The marijuana will be removed from the DEA-rated safe. The exact data of the marijuana product will be entered into the Metrc System as leaving SMOK Holding Co.
- The secure transport will acknowledge receipt of the product by scanning it into the Metrc System as required.
- This transfer will be witnessed by another employee of SMOK Holding Co.
- The transfer will be monitored and recorded by the CCTV system located in the secure room.
- Additionally, the transfer will be recorded, either manually or electronically, via a proprietary recording system.

Protocol for marijuana sales at facility

- The customer provides the required identification and state issued marijuana card (if a patient) to the security officer greeting him/her in the lobby.
- The customer then proceeds to a check-in desk (in the lobby) and presents the required identification and state issued marijuana card again.
- The customer is then directed to the waiting area.
- When availability becomes available in the retail area, the receptionist will buzz them in.
- The customer meets with an employee of SMOK Holding Co to make a purchase.
- The customer pays for the purchase at which time the employee takes the cash and places it into the safe.
    - This transaction is monitored and recorded by the surveillance camera system.
    - This cash transaction is recorded into a proprietary accounting system.
- The employee obtains the required marijuana and enters the transaction into the Metrc System as well as the proprietary system.
- The entire transaction process is monitored and recorded by the CCTV system, and is witnessed by at least one other employee.
- Once the transaction is complete, the customer exits the sales floor and then out of the building.

Inventory control audit procedures

- A comprehensive audit of all inventory will be conducted every five days.
    - Two employees will be designated to audit the marijuana products that are still in inventory. One employee will conduct the audit while the other acts as a witness.
- An audit will be conducted at least two times per day. The first audit will be conducted mid-day and the other audit will be conducted at closing time.
- Employees will compare the "on hand" marijuana products to the records kept both in the Metrc System and in the proprietary system.
- If a discrepancy is found, employees will immediately notify management who will then initiate an investigation to determine the reason for the discrepancy.
- If during the investigation process, it is determined that theft or diversion is the reason for the discrepancy, management will immediately notify the proper law enforcement and regulatory authorities. The authorities will then initiate the proper criminal investigation.

NOTE: Only a minimal amount of marijuana will be present on the sales floor, which will help to reduce diversion.

CASH HANDLING PROCEDURES

This section addresses the proper procedures for the safe handling of cash for customer purchases as well as for cash being moved out of the facility.

Customer purchases

- The employee always will require the customer to pay before receiving the marijuana.
- Once the employee receives payment, the employee will count the money in front of the customer.
- The employee will enter the purchase amount into the Metrc System (if applicable) and/or into the proprietary recording system.
- The employee will immediately take the money into the secure room and place it into the vault and return with the purchase.
- The entire purchase and movement of the money will be recorded on the CCTV system.

Cash transfers

- All cash transfers will be conducted with a licensed secure transport company.
- The cash will be placed in an approved locked container for transport.
- If applicable, all cash transfers will be entered into the Metrc System. If not, they will be recorded into the proprietary record system.
- All cash transfers will be witnessed by two employees, who will be identified in the record system.
- All cash transfers will be conducted in the secured storage area, which is monitored by CCTV cameras.
- The arrival/departure protocol used by the secured transport company will be identical to the protocol used for delivery of the product, which is through the rear doors of the building and facility.

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OPENING AND CLOSING PROCEDURES-EMPLOYEE SECURITY

This section outlines the procedures to be used by employees for opening and closing the facility. A minimum of two employees must be present to open or close the center.

Management and employees will establish code words that indicate everything is "all clear" or if there is a "problem." During any portion of the below procedures, the employees should not hesitate to use the code words.

Opening procedure

- The first employee who arrives at the center will drive through the parking lot to determine if there are any suspicious persons or vehicles.
- If a suspicious person or activity is observed, the employee will not park and exit the vehicle.
    - The employee will wait for the arrival of another employee and security. If the situation appears urgent, the employee will call the local police and report a suspicious person or activity.
    - The employees will wait until the police arrive and investigate/clear the situation.
- Upon arrival and when the employee or manager sees that the area is safe, the manager or

employee will enter the building.

- Once inside, the manager or employee will deactivate the alarm and ensure that the interior of the building is secure.
    - If there is a problem, the manager or employee will give the code word indicating there is a problem in the building.
- The security officer will take a position near the door.

Closing procedure

- At closing time, employees, with the assistance of security, will ensure all customers and visitors have left the building.
    - All cannabis and currency will be placed into the safe and locked.
    - This activity should be recorded in the Metrc System.
- All closing activities will be monitored and recorded by the camera surveillance system.
- After all marijuana and currency have been secured, employees, except for the manager, will exit the building.
    - These employees will be escorted to the parking lot by the security officer.
    - The manager, who remains in the building, will monitor the employees who leave using the camera surveillance system.
    - Employees will wait in their vehicles until the security officer goes back to the door.
    - The manager on duty will then set the alarm, exit, and lock the building.
    - Once the manager on duty has exited and reached his/her vehicle, all employees may leave for the night.
- If at any time an employee observes suspicious activity, s/he should immediately notify the police.
- ALL MOVEMENTS WILL BE MONITORED AND RECORDED BY THE CAMERA SURVEILLANCE SYSTEM.

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SMOK CANNABIS

SECURITY SYSTEM LAYOUT

CVDS Inc.

Jason Yousif

Jul 11, 2023

Smok Cannabis

810 W Argyle St Jackson,MI,49202

Included Surveys

Smok Cannabis - Access Control Layout

Smok Cannabis - Alarm Layout

Smok Cannabis - Camera Layout

Summary Page

Smok Cannabis - Access Control Layout

Summary:

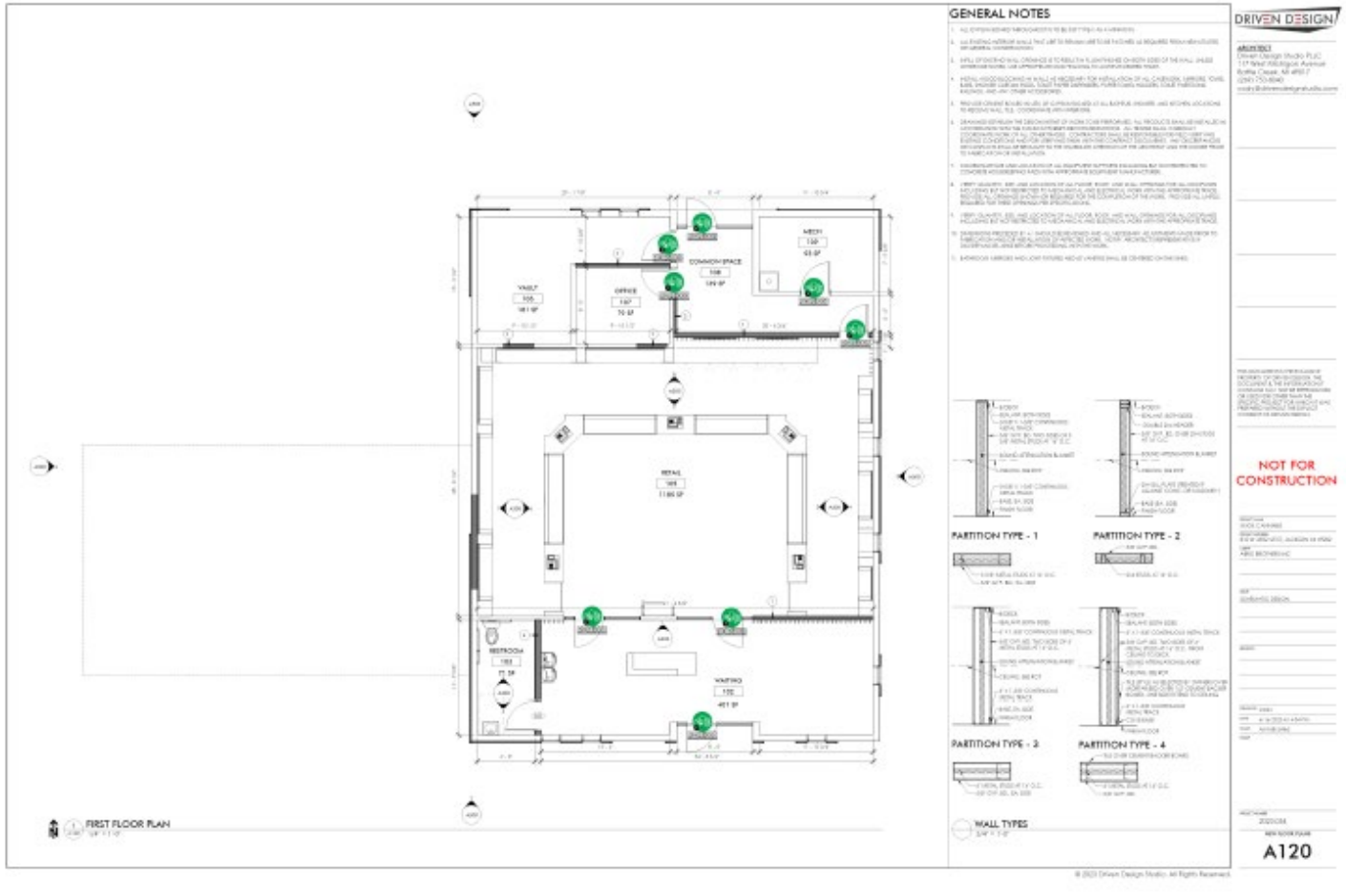
Smok Cannabis - Alarm Layout

Summary:

Smok Cannabis - Camera Layout

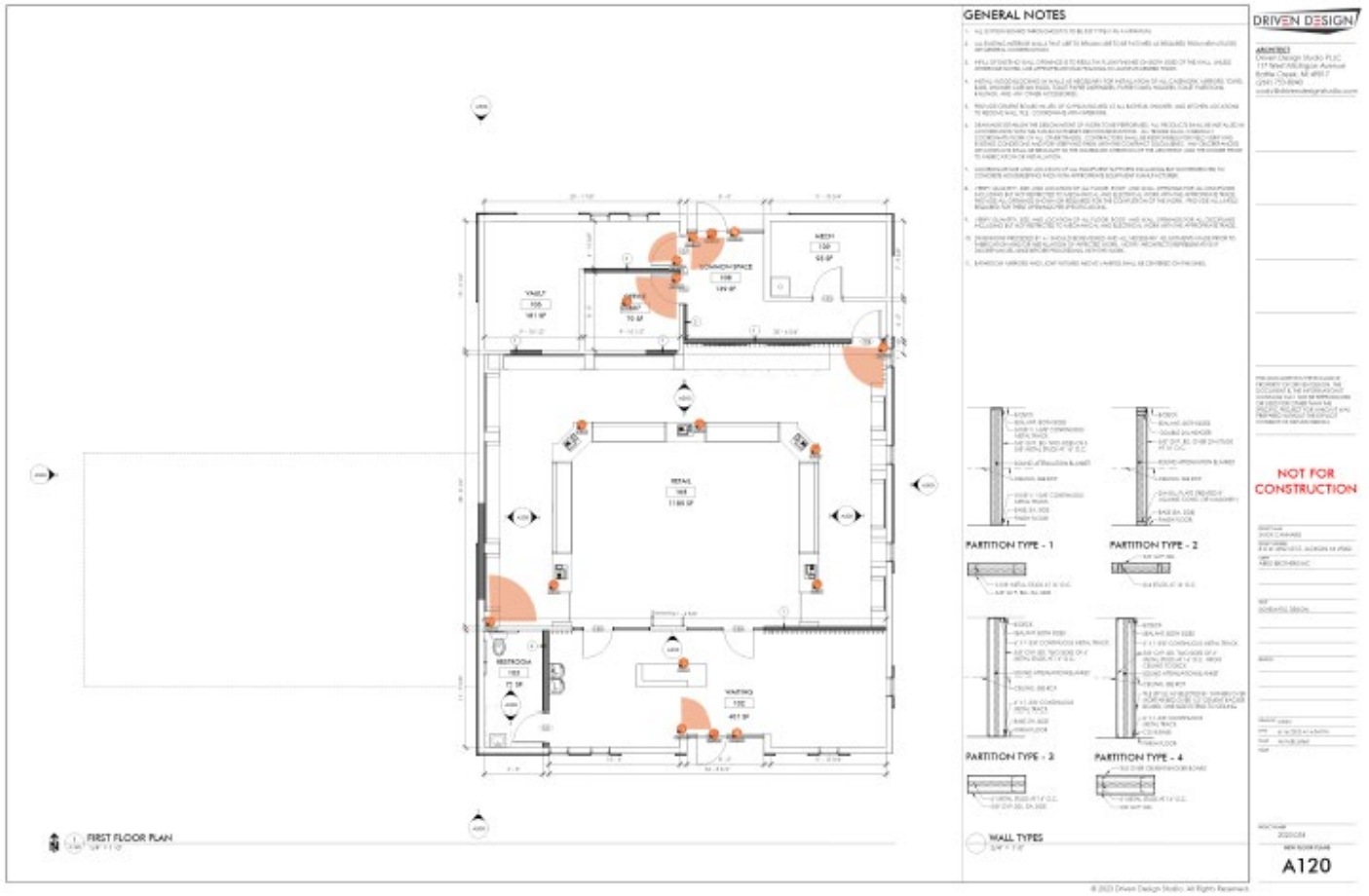
Summary:

Smok Cannabis - Access Control Layout



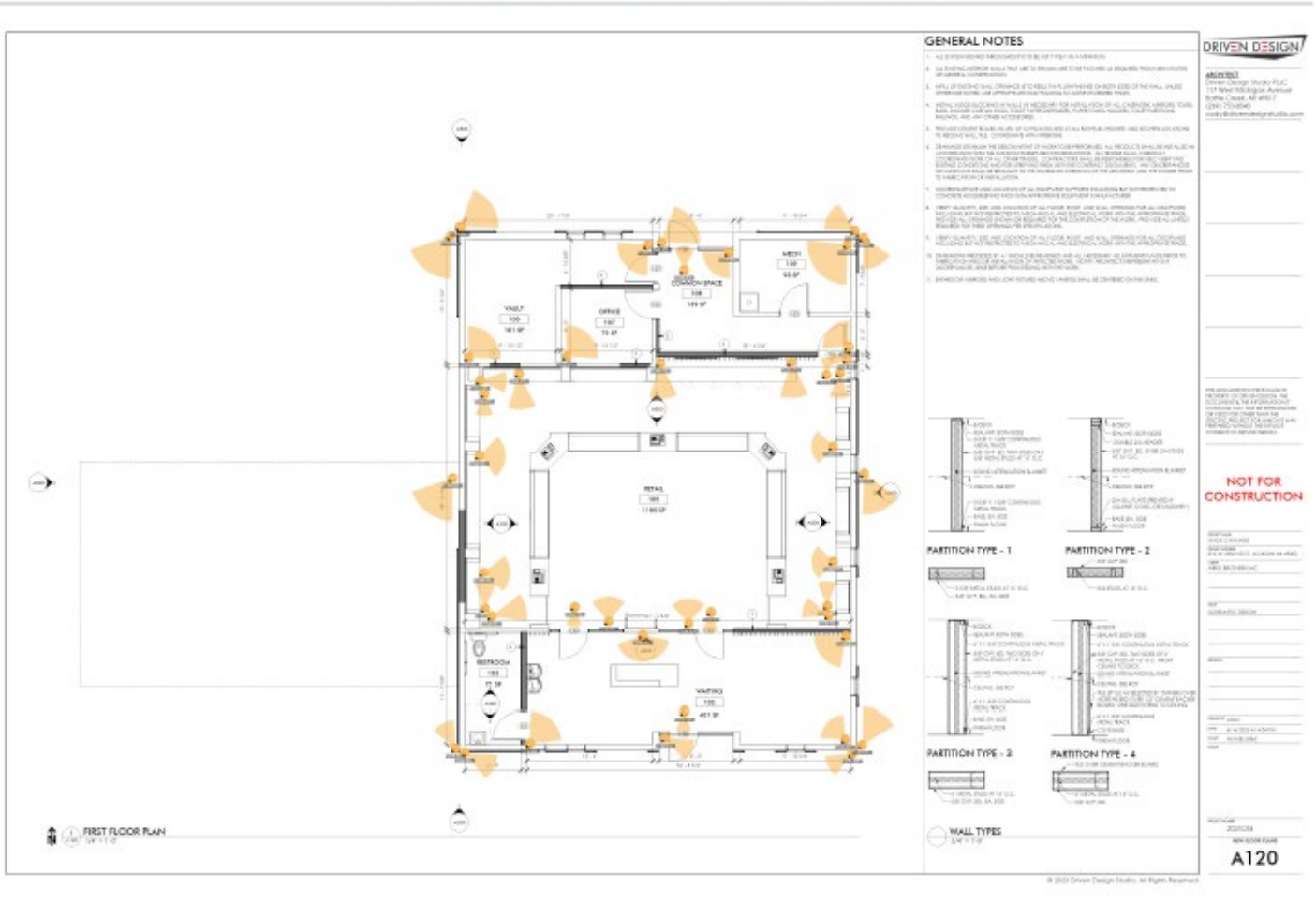
Survey Layout

Smok Cannabis - Alarm Layout



Survey Layout

Smok Cannabis - Camera Layout



Survey Layout

Totals by Element Type

	Element Name	Quantity
	Fixed Camera	44
	Card Reader	8
	Panic Button	7
	IDS Keypad	2
	Door Position Switch	2
	Motion Detector	6

Totals by Element Detail

Element Name	Quantity
Fixed Camera	44

Element Name	Element ID	Survey	Description	Quantity
Fixed Camera	FCAM-001	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-002	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-003	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-004	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-005	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-006	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-007	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-008	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-009	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-010	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-011	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-012	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-013	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-014	Smok Cannabis - Camera Layout		1

Fixed Camera	FCAM-015	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-016	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-017	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-018	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-019	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-020	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-021	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-022	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-023	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-024	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-025	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-026	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-027	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-028	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-029	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-030	Smok Cannabis - Camera Layout	1
Fixed Camera	FCAM-031	Smok Cannabis - Camera Layout	1

Fixed Camera	FCAM-032	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-033	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-034	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-035	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-036	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-037	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-038	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-039	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-040	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-041	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-042	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-043	Smok Cannabis - Camera Layout		1
Fixed Camera	FCAM-044	Smok Cannabis - Camera Layout		1
Card Reader				8

Element Name	Element ID	Survey	Description	Quantity
Card Reader	RDR-005	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-006	Smok Cannabis - Access Control Layout		1

Card Reader	RDR-007	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-008	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-001	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-002	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-003	Smok Cannabis - Access Control Layout		1
Card Reader	RDR-004	Smok Cannabis - Access Control Layout		1
Panic Button				7

Element Name	Element ID	Survey	Description	Quantity
Panic Button	PB-001	Smok Cannabis - Alarm Layout		1
Panic Button	PB-002	Smok Cannabis - Alarm Layout		1
Panic Button	PB-003	Smok Cannabis - Alarm Layout		1
Panic Button	PB-004	Smok Cannabis - Alarm Layout		1
Panic Button	PB-005	Smok Cannabis - Alarm Layout		1
Panic Button	PB-006	Smok Cannabis - Alarm Layout		1
Panic Button	PB-007	Smok Cannabis - Alarm Layout		1
IDS Keypad				2

Element Name	Element ID	Survey	Description	Quantity

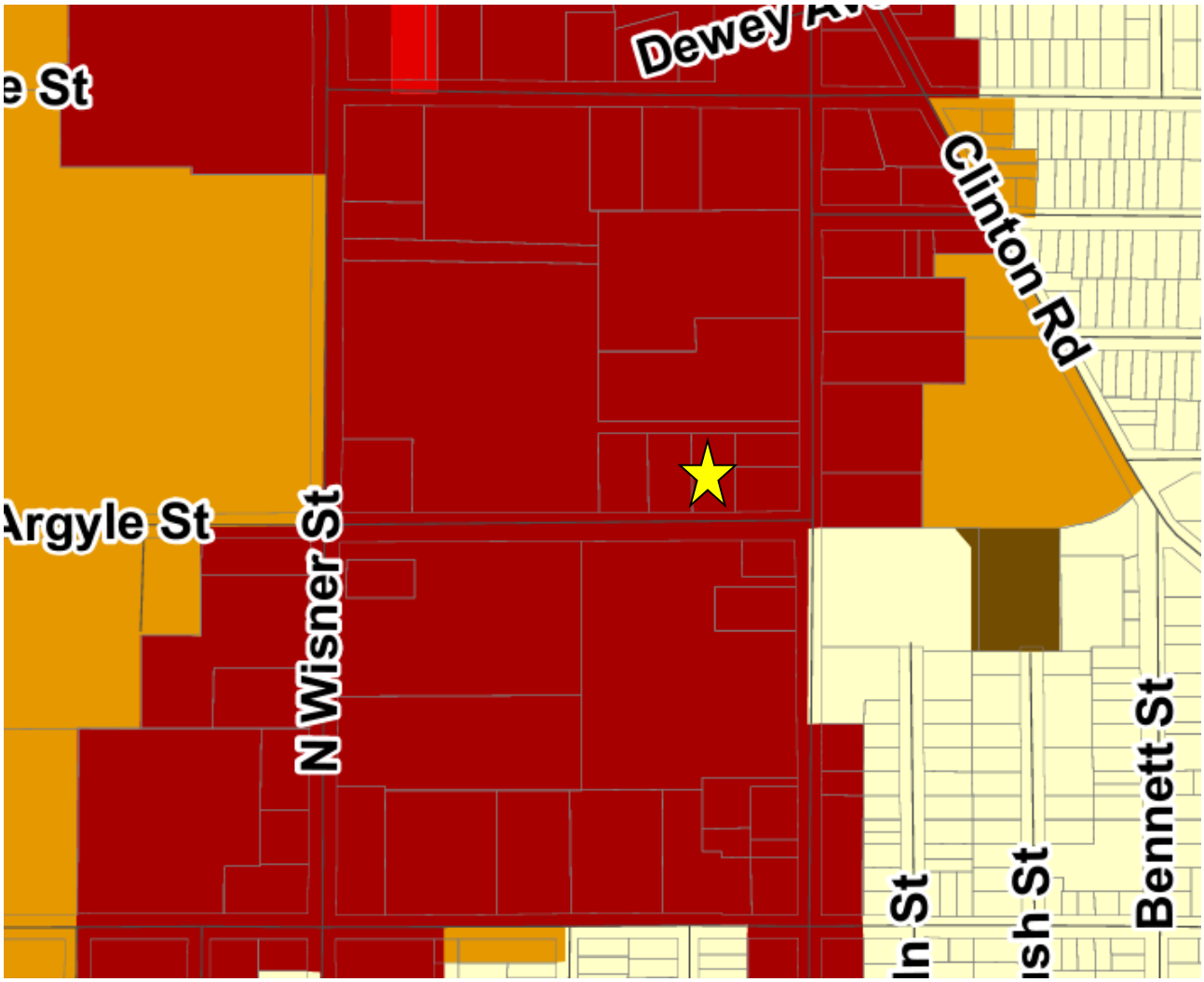
	IDS Keypad	IDKP-001	Smok Cannabis - Alarm Layout		1
	IDS Keypad	IDKP-002	Smok Cannabis - Alarm Layout		1
	Door Position Switch				2
	Element Name	**Element ID**	**Survey**	**Description**	**Quantity**
	Door Position Switch	DPS-001	Smok Cannabis - Alarm Layout		1
	Door Position Switch	DPS-002	Smok Cannabis - Alarm Layout		1
	Motion Detector				6
	Element Name	**Element ID**	**Survey**	**Description**	**Quantity**
	Motion Detector	MTN-001	Smok Cannabis - Alarm Layout		1
	Motion Detector	MTN-002	Smok Cannabis - Alarm Layout		1
	Motion Detector	MTN-003	Smok Cannabis - Alarm Layout		1
	Motion Detector	MTN-004	Smok Cannabis - Alarm Layout		1
	Motion Detector	MTN-005	Smok Cannabis - Alarm Layout		1
	Motion Detector	MTN-006	Smok Cannabis - Alarm Layout		1

BUILDING INFORMATION

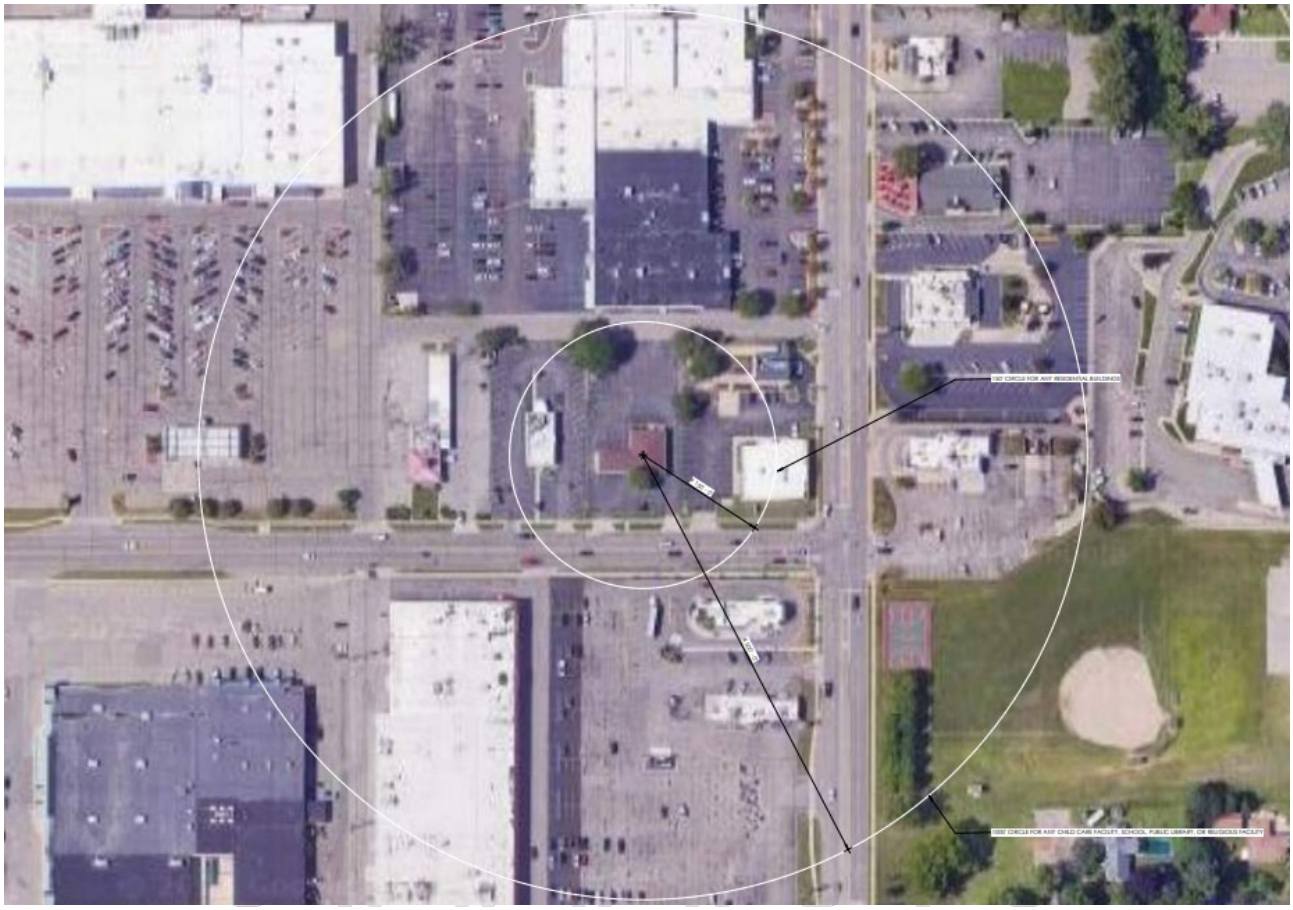
The main building on the property is a brick building sitting among a 0.592 acre parcel. The exterior of the building will stay intact and refaced.

ZONING INFORMATION

The property is zoned C-4, General Commercial, adjacent to other C-4 properties as indicated by the yellow star.



Per the location area map, the site meets the sensitive use buffers from residential buildings and child care, school, public library, or religious facility. We founds no sesnsitive uses within the minimum buffers of our property.



TECHNOLOGY PLAN

SMOK Holding Co will be utilizing METRC state tracking software and Dutchie for sales. Dutchie fully integrates with METRC and is an industry leading point-of-sale system that has been utilized by licensed facilities in the State of Michigan and Nationwide.

To further ensure that there is no theft, non-compliance or unaccounted for loss, we will be utilizing periodic third-party auditing. SMOK Holding Co believes that this best ensures the facility's compliance with all applicable state and municipal laws.

Finally, we will utilize physical logbooks as a backup system. Between third-party auditing, METRC and POS tracking, and physical log books, the Company will be able to completely and accurately track all product from seed to sale and ensure no diversions of product take place.

INVENTORY PLAN

The primary method of inventory tracking will be METRC, which will provide a complete account of marihuana in the Facility from the time inventory is purchased until its final sale to a customer or disposal. Once deployed, the system is critical to ensuring a complete and transparent account of the inventory on-hand at the facility. Every type of transaction, such as a sale, purchase order, movement or adjustment of inventory, or inventory reconciliation will be serialized and recoverable on-demand as required by the City of Jackson or the CRA. Strict inventory management will allow us to lower costs, speed up fulfillment, and prevent fraud, abuse, or diversion.

SMOK Holding Co will be utilizing METRC to track all sales of products. In addition to utilizing METRC, we will utilize a point-of-sale system to track all sales and will keep a separate physical logbook to track quantity and inventory moving between its co-located facilities.

STORAGE PLAN

Proper inventory storage requires strategic planning to minimize or eliminate the risk of theft, diversion, unauthorized access to restricted areas, mishandling of sensitive materials, and manipulation of inventory controls, cross-contamination, and spoiling of finished marihuana products. We have developed comprehensive standard operating procedures (SOPs) that will dictate how marihuana and marihuana products are stored at the Facility. The Inventory Control Manager (ICM) will be responsible for inventory receipt, inspection, storage, and distribution under the supervision of the Facility General Manager (GM).

Storage Overview

Storage areas, including safes and vaults and any other areas used for holding marihuana products, will be securely locked, and protected from unauthorized entry, except during the actual time required to remove or replace marihuana. Secure storage areas will be constructed and installed away from exterior walls to prevent infiltration or other unauthorized access, burglary or theft. Vault and secure-access storage room walls will be constructed of steel-reinforced concrete, armored walling, or other building material designed to prevent diversion. Limited access storage areas will remain under constant video surveillance, recording all activity in storage areas 24 hours a day. Fixed surveillance cameras will monitor secure storage areas and vaults with an unobstructed field of view, in images capable of clearly revealing facial detail.

In accordance with State law, all marihuana storage areas will be physically separated from the public reception area and the restricted access dispensing area by a permanent barrier. All marihuana products within the dispensing area will be securely out of the reach of customers and caregivers. Certified lab results from a licensed Safety Compliance facility with THC, CBD, total cannabinoids, and a pass/fail rating based on state-required testing will be prominently displayed in this dispensing area. Employees will move all marihuana products within the dispensing area after close of business to a secure safe permanently affixed to the premises for overnight storage. The public reception area will be further segregated from the restricted access dispensing area by second permanent barrier. No marihuana products will be stored, displayed, or transferred in the public reception area of the Facility.

Any area where marihuana is stored, the safe, and any additional locked rooms are considered restricted access areas, subject to the "two-person rule." This requires the active involvement of a manager and another approved team member to gain access to the secured storage areas; as such, no one person will be left alone in these rooms for any reason. The manager on duty (MOD) will take responsibility for keys and access codes to the secure inventory storage room and other limited or restricted access areas. Employees will be trained to report evidence of unauthorized access to the MOD. When additional product is required in the dispensing area, the MOD will accompany an agent to storage and record the employee's name and the time-in/time-out on the storage room access log along with their initials authorizing the action. Inventory transferred from storage to the dispensing area will be recorded in the inventory tracking system.

SMOK Holding Co will use the Michigan Cannabis Regulatory Agency (CRA)-approved inventory tracking system, METRC, to ensure proper accounting of product chain-of-custody. From the moment marihuana arrives at the Facility until it is ultimately sold to a qualifying customer or caregiver, the product's location within the facility will be tracked. To maintain accurate inventory

control, we will utilize the "virtual storage room" capability of METRC to mirror the contents physically located within the facility. Product movement will be associated with an employee ID, recorded in the system, and tracked in supporting manual logs. The ICM will conduct daily audits of all storage areas to confirm the electronic inventory matches the physical inventory. Daily inventory audits will help us maintain appropriate amounts of inventory and prevent diversion.

Maintaining the quality of purity of marihuana products is critical to customer safety and treatment efficacy. Therefore, we will maintain all storage areas in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests of any kind. Facility walls, floors, tables, and racks will be regularly sanitized and disinfected to prevent contamination.

Storage Area Climate Control

Environmental controls will maintain storage areas at the desired temperature and humidity levels. Dry storage temperatures will remain between 50ºF and 70ºF; humidity maintained at less than 15%. In the winter, heat will be used in dry storage areas if the temperature drops below 50°F. Air in the storage areas will be constantly circulated, continuously filtered and cooled. Heat-producing equipment will be prohibited in storage areas.

Marihuana products requiring refrigeration will be stored in NSF International-certified refrigeration units. The temperature will be monitored, verified, and recorded in temperature logs for all refrigerated equipment and areas throughout the day to protect against the degradation or contamination of consumable products. Temperature Logs will be kept on-site. Refrigeration temperatures will be kept at 40ºF or below. Freezer temperatures will be kept between 0ºF-10ºF. Deep freeze storage temperatures will be maintained between 0ºF to -15ºF.

Product Storage Recommendations for Customers

Treating marihuana like other prescription medications can help reduce the risk of accidental marihuana consumption by children or pets. While the majority of marihuana products will be pre-packaged in childproof packaging and labeled by the originating grower or processing facility, our staff will educate and encourage customers and caregivers to make safe storage of marihuana products a priority. Customers will be instructed to keep marihuana products in their original packaging and to store them according to the instructions on the product labels. Sales staff will offer combination storage boxes, safes, and other personal secure storage devices for sale to our customers and caregivers. These are an effective way to secure marihuana, as well as other prescription medications, from small children, teens, pets, or any individual for whom the medication was not intended. Staff will be trained on the City of Jackson and CRA rules and regulations regarding the proper storage of marihuana, as well as internal policies that will be reinforced with customers at thepoint of sale. A record of training will be retained in each employee file.

If requested, SMOK Holding Co will make the facility, including all storage areas and records, available to the City of Jackson and the CRA for inspection as part of their commitment to helping further educate customers, caregivers, law enforcement, City Council, government officials, and the public about the safety of this newly regulated industry and to continually demonstrate industry best practices within a safe and secure environment. The facility will be open for inspection during business hours and anytime any employee is present on the premises.

Employee Training
Employees will be trained on storage protocols before beginning to work at SMOK Holding Co. The full set of SOPs will be maintained by the General Manager (GM) and the Quality Assurance Manager (QAM) and disseminated to employees as part of their training process. Any future process changes to the storage SOPs will be documented and employees will be re-trained as the procedure is applied within the operating environment. Confirmation of this training will be recorded and kept within the employee files.

Storage Methods and Procedures
Various storage processes will be implemented throughout multiple areas of the Facility, all of which will have dedicated written and electronic SOPs for use by appropriate team members.

Marihuana Product and Consumable Goods Storage
Process Oversight and Validation Responsibility: GM, Licensed Medical Professionals, Inventory Control Manager (ICM)
Tasking Assigned Responsibility: ICM
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob, biometric access controls, or access code. Access to this area is limited to the GM, Employed Licensed Medical Professionals, ICM, QAM, and Security Manager.
Description: Marihuana products that are not in the dispensing area under the direct supervision and oversight of the GM or Licensed Medical Professional while interfacing with customers or a caregiver during daytime operating hours will be stored in a secured, limited-access area. The ICM will have direct oversight and control over the storage of the marihuana products within secure storage locations.

In accordance with FDA 21 CFR 110.80, all consumable products within the marihuana storage room will be kept in such a manner to protect against contamination and minimize the growth of microorganisms. Shelving units for storing marihuana products will be no less than 6 inches off the floor and away from walls. Shelving, racks, and tables will be NSF International certified. Marihuana products will not be stored in vestibules, hallways, bathrooms, garbage rooms, mechanical rooms, or other common areas in the facility. Water pipes and similar utilities passing through storage areas will be insulated and self-contained. Storage areas will be controlled and monitored for temperature and humidity to assure product quality.

Products stored in the Facility will be clearly labeled with its common name and the date the product was stored. Clear labeling is crucial for proper First In, First Out (FIFO) storage protocols. FIFO ensures older products are sold first, guaranteeing an efficient and safe rotation of products through the facility. Products stored in the secure storage room will be organized by type, and sorted according to their expiration dates to ensure proper FIFO inventory movement. Clear product labeling also aids accurate inventory counts and improves the convenience and efficiency of third-party audits by allowing inspectors to quickly observe the contents of a storage area.

Damaged or Defective Marihuana Product Storage
Process Oversight and Validation Responsibility: GM, ICM, QAM
Tasking Assigned Responsibility: ICM, QAM
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob or access code.
Description: Applicant will have a separate, locked, limited access area for the storage of marihuana that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached until it can be returned to a grower or processor, destroyed or otherwise legally disposed of.

Additionally, the METRC will create a virtual "quarantined product room" that identifies and mirrors the quarantined inventory being stored. Upon discovery or notification of marihuana products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled or whose packaging has been opened or breached the GM, Licensed Medical Professional, the QAM, or the ICM will clearly label the product to say: "DAMAGED-DO NOT TOUCH." A Damaged Product Report detailing the type of damage, date, affected amount of product, and corrective action taken will be documented in METRC and the defective products will be placed into the secured limited access quarantine area. The product will remain in this secure storage location until the originating grower or processing facility is notified and arrangements are made or product return or proper disposal. METRC will be updated to reflect the return to manufacturer, or destruction and disposal of quarantined marihuana products as it occurs.

Legal Tender Storage (Vault)
Process Oversight and Validation Responsibility: GM, Security Manager
Tasking Assigned Responsibility: GM
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob or access code.
Description: All monies and legal tender acquired by the Facility from a customer or caregiver in exchange for marihuana and derivative products will be stored in a secured, limited access area, in either a vault or a safe, located in a centralized location that is not exposed to an exterior wall. Management will remove cash from register drawers on a consistent basis throughout the work day to avoid having too much cash in a register at any given time. Cash will be counted and logged through a dual-control verification system and will be dropped and logged into the safe for secure storage. SMOK Holding Co will schedule periodic transports to make bank deposits, following required transportation regulations. Deposits will take place at the close of normal business hours, or before the close of bank hours. Our third-party security contractor will transport cash to the bank utilizing armored vehicles with a secure storage lockbox.

When selecting a safe for secure storage, SMOK Holding Co intends to follow DEA Diversion Control and Controlled Substance Act (CSA) storage requirements to ensure the safety and security of our customers, employees, and the public. If the chosen safe weighs less than 750 lbs., it will be bolted or cemented to the floor in such a way that it cannot be removed. The safe will be equipped with an alarm system, which upon attempted break-in, will transmit a signal directly to a central protection company and law enforcement.

Transport Vehicle Storage
Process Oversight and Validation Responsibility: GM, ICM, Security Manager
Tasking Assigned Responsibility: ICM, Security Manager
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob or access code.
Description: The Facility will have an enclosed, secure area out of public sight for the loading and unloading of marihuana into and from a transport vehicle. This secure transport area will be accessible via keypad or card by the security officer or a transportation employee, as well as the ICM or GM. The shipping and receiving bay will remain under constant surveillance.

Toxic Cleaning Compounds, Sanitizing Agents, Solvents, Chemicals Storage
Process Oversight and Validation Responsibility: GM
Tasking Assigned Responsibility: Employees
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob or access code.
Description: All cleaning compounds, sanitizing agents, solvents and chemicals will be maintained in a separate area of the facility from marihuana storage to limit the potential for contamination. Only sanitizers and disinfectants registered with the Environmental Protection Agency (EPA) will be used to clean the facility and any equipment used to store or display marihuana. Refillable spray bottles used for cleaners or other fluids will be clearly labeled to indicate their contents to prevent misuse or accidental ingestion. We will employ food -grade, industrial, stainless steel shelving units to securely store cleaning compounds. The shelves will be well organized with the chemical product label facing outward using established FIFO (First-In, First-Out) protocols. Shelves will be cleaned and sanitized regularly and maintained in good order and condition. SDS sheets for cleaning compounds, sanitizing agents, solvents, and other chemicals will be kept onsite near where these products are used or stored and in the SOP manual for quick reference.

Recordkeeping Storage
Process Oversight and Validation Responsibility: GM, QAM, Licensed Medical Professional(s)
Tasking Assigned Responsibility: QAM, Licensed Medical Professional(s)
Access Requirement: Dual control; a security procedure whereby the active involvement of two people is required to gain access, controlled by key fob or access code.
Description: Applicant's recordkeeping plan will provide high -security, physical and electronic storage of all customer, caregiver, and employee data, as well as the storage of all required records, security recordings, logs, and manifests.

Electronic record keeping at the facility will be championed through the selection, implementation, and management of METRC to monitor all inventory and transactions at the Facility. The QAM will be responsible for selecting a responsible vendor for systems implementation and report this progress to the GM. SMOK Holding Co will also dedicate limited access space within the facilities to the storage of transaction records that require a physically printed copy.

HIPAA Security Rule - Physical Storage and Safeguards
The safeguards for HIPAA compliance focus on physical access to Protected Health Information and who has it. Physical security systems implemented at each Facility will monitor storage areas and set access requirements and controls to ensure the highest level of security is deployed with regard to HIPPA records.

WASTE MANAGEMENT PLAN

SMOK Holding Co will collect, store and transport non-hazardous marihuana waste as required for disposal by the City of Jackson and CRA. Employees will receive hands-on training concerning SOPs for handling and disposing of green waste, and appropriately logging those activities.

Marihuana Waste Process Overview

If marihuana flower or product does not meet quality standards, is outdated, unauthorized, damaged, deteriorated, misbranded, mislabeled, adulterated, or recalled, or if its container or package has been improperly or accidentally opened, it will not be available for sale. The rejected marihuana will instead be destroyed or otherwise disposed of in accordance with SMOK Holding's waste management SOPs. The following procedures will be enforced by the center's General Manager:

1. Segregation. How to determine if marihuana or a marihuana product is outdated, unauthorized, damaged, deteriorated, misbranded, mislabeled, or otherwise adulterated. Location within the facility designated for waste storage. Access will be limited to authorized personnel. We will store green waste in a secured receptacle in their direct possession and under constant control.
2. Disposal by authorized personnel. Supervisory approval will be required on all marihuana waste and products designated for disposal. Segregated inventories (including quarantined items) are clearly identified with a label that includes the signature of supervisory personnel and reads: "DO NOT USE."
3. Render substance unusable. Clear description of waste-handling procedures including protocols for rendering the substance unusable prior to disposal. This will include mixing waste with non-consumable solid wastes so that the resulting mixture is at least 51% non-marihuana waste.
4. Documentation of disposal in the inventory tracking system, (METRC). The supervisor's signature will verify waste has been properly entered into METRC.
5. Location of final disposal. Identity of solid waste site/disposal facility or, if allowable, where composted material is located. We will not incinerate or dispose of green waste using the sewer system.
6. Documentation retained for three years.

Segregation and Storage of Waste Material

Green waste materials are collected throughout the day. After properly recording the green waste material in METRC, it will be segregated in the storage room or separate waste disposal area. Supervisory approval is required for all marihuana products designated for disposal. Segregated inventories will be clearly identified with a label that includes the signature of supervisory personnel.

Green waste will be stored in dedicated, secure receptacles possessing two locks; one for the waste management company and one for the facility. SMOK Holding Co will construct and maintain secure fencing on the premises to prevent unauthorized access to waste disposal containers or compost (if allowed) located outside the facility.

The dedicated waste disposal storage room will be consistently maintained in a clean and orderly fashion and will be deep cleaned weekly. Walls, floors, tables, and racks will be sanitized and disinfected to prevent contamination, insects, rodents, birds, and other pests. This room will remain

locked with biometric or keypad system for limited access by authorized personnel only. Security cameras will cover the exterior and interior of the room at a minimum of two juncture points and will capture video on monitors recording 24 hours a day, 7 days a week.

Disposal Personnel and Surveillance Guidelines
Destruction and disposal of waste material will be performed in a designated limited-access destruction area in the facility. SMOK Holding Co will send a notification to the City of Jackson and CRA via METRC prior to rendering marihuana unusable. Towards the end of the day, but before the close of business hours, an authorized employee will unlock the storage room and move green waste material to the destruction area.

The steps taken to render marihuana unusable will be conducted under video surveillance and will be recorded from the time the destruction begins to when the rendered material is placed in a locked dumpster or other approved, locked container for removal from the facility. The General

The manager will ensure that video equipment remains in proper working order. Only authorized employees will be permitted to carry out the disposal process. A list of authorized personnel will be posted in the waste holding area and made available to the City of Jackson and CRA upon request.

Rendering Waste Unusable
Marihuana plant waste will be made unusable and unrecognizable prior to leaving the facility, eradicating THC, CBD, and other cannabinoids from the plant leaving it void of psychoactive elements. Green waste will be rendered unusable by placing it, along with either compostable or non-compostable mixed waste, into an electric wood chipper or grinder so that the resulting mixture is at least 51% non-cannabis waste by volume.

1. Compostable mixed waste – when the waste is to be disposed of as compost, feedstock, or any other kind of organic waste method:
    - Food waste
    - Yard waste
    - Vegetable-based grease oils
    - Agricultural materials
    - Biodegradable products and paper
    - Clean wood
    - Fruits and vegetables
    - Plant matter

2. Noncompostable mixed waste – when the waste is to be disposed of in a landfill or by another disposal method such as incineration:
    - Paper waste
    - Cardboard waste
    - Plastic waste
    - Soil
    - Nonrecyclable plastic
    - Broken glass

Waste Disposal Inventory Tracking
All disposal activities will be recorded in METRC and on manual logs to maintain accurate and

comprehensive records regarding waste material that specifically accounts for and reconciles activity related to the disposal of marihuana. The facility will utilize METRC to ensure its green waste materials are identified, weighed, and tracked while on the premises until disposed of.

SMOK Holding Co will utilize both digital scales along with the completion of manual logs to ensure waste materials are identified, weighed, and tracked while on the premises before it is designated for disposal. Inventory adjustments will be made by utilizing the Inventory Adjustment Log to record miscellaneous changes in the inventory due to waste including removal of stems and contaminated product (dropped on floor, soiled, etc.).

Final Disposal and Documentation

A separate written record of the destruction and disposal process will be recorded on the Waste Disposal Log and entered into METRC every time the destruction process takes place. This log will be filed and retained for a minimum of three years and will include:

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

All marihuana waste that is rendered unusable by following the process above will be discarded into a locked dumpster or other approved, locked container for delivery from the facility to a City of Jackson and CRA-permitted solid waste facility. The GM will be responsible for maintaining any waste disposal company contracts, monitoring individual deliveries by validating waste disposal agent credentials, and ensuring all final documentation of the waste pick-up is entered in METRC.

SMOK CANNABIS

ODOR MANAGEMENT PLAN

As part of SMOK Holding Co's commitment to positive community impact, we have developed odor mitigation strategies to ensure there are no detectable marihuana odors beyond the property boundary. SMOK Holding Co has considered potential impacts to its neighbors during facility site selection, facility design, and developing company standard operating procedures (SOPs). Both primary and secondary HVAC systems will be installed to reduce detectable odors outside the facility.

Potential Odor Sources

Packaging - The majority of marihuana items will arrive at the Facility pre- packaged for individual sale, which will drastically reduce the potential for odors. Bulk flower shipments requiring repackaging for dispensing directly to customers will be separated according to bud size and placed into child-resistant packaging (CRP) in the packaging room. Mild odor is emitted during the packaging process, as the cured marihuana is agitated. This also results in a small amount of particulate matter released, which can contribute to emitted odors. The packaging room will be equipped with an activated carbon filter to absorb a large portion of the odors emitted during packaging and will feature a pre-filter designed to collect particulate matter.

Storage Area – Odors should be minimal in the storage and designated quarantine areas. All packages will remain sealed and enclosed in a box or safe in the product storage area. Any product being stored for disposal will remain sealed until it is destroyed. Employees will make sure that all containers are closed and sealed, and will immediately close any containers noticed open in the storage area. To ensure odors are kept to a minimum, the storage room will have an activated carbon filter, similar to that in the packaging room.

Dispensing – Opening displays or sample jars prior to customer purchase may generate odors. This exposure is brief, minimizing odors while preserving the integrity of the sample. Dispensing agents will immediately replace the lids of sample jars after allowing customers to smell the sample. The dispensing room will also have an activated carbon filter.

Odor Mitigation Devices

SMOK Holding Co will install a Photohydroionization (PHI) Unit (see specifications below) as the primary odor mitigation device, designed to eliminate 99.99% of all odors safely and efficiently. In rooms where the odor is more intense, we have elected to use activated carbon filters as a secondary odor reduction method.

Commercial PHI Unit by RGF®

This device is designed to reduce air pollutants such as odors, VOCs (chemical odors such as paint fumes, hydrocarbons, etc.), or smoke, and also kills mold, bacteria, and viruses. The unit is easily mounted into air conditioning and heating system air ducts, which are the primary conduits for odors being released outside the facility. When the HVAC system is in operation the Commercial PHI Unit creates an advanced oxidation process consisting of hydro-peroxides, ozonide ions, superoxide ions, and hydroxide ions. All are considered low-r oxidizers that revert back to oxygen and hydrogen during the oxidation of the pollutant. The system comes fully assembled for easy installation.

Germicidal UV light rays have been used for decades by the medical industry as a method for destroying microorganisms (germs, viruses, bacteria). UV light is dependable and can be easily installed in HVAC ducts or a plenum. Germicidal UV light is effective in reducing only the airborne micro-organisms that pass directly through the light rays. However, germicidal UV light has little to no effect on gases, vapors, or odors. Photohydroionization Advanced Oxidation, on the other hand, is very effective on gases, vapors, VOCs, and odors.

The combination of safe, low-level ozone (O3) and UV light enhanced by a hydrated quad-metallic compound target, develops an advanced oxidation reaction that creates, as well as reduces, ozone to safe levels. This process also produces hydro-peroxides, superoxide ions, ozonide ions, and hydroxides. By engineering the proper UV light wavelength, in combination with a triple function, no maintenance unit, the PHI Cell provides safe hydro-peroxides, superoxide ions, ozonide ions, and hydroxides to purify the air.

With the RGF HVAC PHI Cell® Advanced Oxidation System, micro-organisms are reduced up to 99.99%. Gases, VOCs, and odors are also reduced significantly; replaced with ozonide ions, hydro-peroxides, superoxide ion, and hydroxides that leave the room fresh, clean, and odor free.

Activated Carbon Filters

Secondary odor mitigation systems include the placement of high-quality, 2.5-in. activated-carbon filters in the HVAC systems. These filters will be affixed to the HVAC intake vents in all rooms where marihuana is packaged, stored, displayed for sale, or otherwise handled.

The carbon filters are designed to reduce and control airborne pollutants such as VOCs, odors, and other gaseous contaminants. The filters act by "scrubbing" the air, absorbing contaminants into the activated carbon material as it passes through to be recirculated throughout the HVAC system. We have selected Can Filter for the provider of these filters. The products are made in North America, and the company has a good reputation for providing high-quality filters for over 30 years. The brand was selected for having the thickest filter material, and the longest shelf life of the various filters we compared.

Service and Maintenance

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

Pre-filter - Employees will perform maintenance on pre-filters monthly by vacuuming the dust from the pre-filter. Pre-filters will be replaced every 6 months.

Carbon filter - Employees will perform maintenance on carbon filters each year by vacuuming the dust from the outside of the carbon filter. Carbon Filters will be completely replaced every four years.

PHI unit – Employees will routinely inspect the bulb through an inspection sight glass during monthly examinations to confirm the unit is operational. Per manufacturer instructions, the bulbs in these units will be replaced every 18,000 hours, or around every 4 years at an average of 12

hours per day of operation.

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

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

Odor Complaints and Troubleshooting

SMOK Holding Co has developed SOPs to manage complaints or system malfunctions should they arise. As part of routine facility inspections, the QAM will walk around the perimeter of the facility to confirm there are no detectable odors being emitted. Should any odor be detected, the QAM will record the issue in the related notes in the inspection and will include the location the odor was detected.

In the event, SMOK Holding Co receives a complaint of odors being emitted from the facility, the Facility General Manager will complete a complaint form to document the incident and begin the investigation and resolution process. Once the form has been completed, it will be immediately provided to the manager on duty to take further action. The complaint form will include, at minimum, the following information:

- Date and Time of complaint
- Name of the individual making the complaint
- Description of the complaint
- Name and badge number of the employee recording the complaint

Once an odor mitigation concern has been identified, the management team will follow a diagnostic process to replicate the complaint, pinpoint the possible source, repair or replace items as needed, and confirm the repair has resolved the issue.

STAFFING PLAN

SMOK Cannabis will hire staff on an as-needed basis. The needs of SMOK may change and increase or decrease with time, as such, there could be fluctuation in the number of staff needed to run the store. SMOK intends and expects staff requirements to increase as the store becomes established. We anticipate hiring 25 full-time and 10 part-time employees.

All staff shall receive a minimum of two weeks training before they are able to interact with customers. The first round of staff will be trained prior to opening. Staff will also be given an internal code of conduct, so they know what is expected of them while working. Expectations and responsibilities will be communicated clearly, effectively, and often.

SMOK will look for qualified candidates to fill the open positions. Our staff will be sourced first and foremost from the surrounding community. We will utilize the knowledge of local community organizations, local job placement agencies, and job fairs to fill open positions. We aspire to hire a minimum of 50% of our staff from within the City of Jackson. Additionally, all employees are eligible for health, dental, and vision insurance administered by Blue Cross Blue Shield after 90 days of employment. Employees will also be eligible for paid time off, sick leave, and 401k.

A qualified general manager (GM) will be hired to oversee all operations of the store. It is of the utmost importance that the operation of the business is overseen with care due to the high level of regulation within the cannabis industry.

Our daily operations will be from 10 am to 9 pm. Based on our model, our store will have 2 shifts per day. The staff requirement per shift will be based on the number of customers the store averages per day. As discussed in detail below, we expect to hire 25 full-time and 10 part-time employees within the following job classifications and compensation ranges.

Job Title	**Expected Salary/Wage**
General Manager	$65,000-$80,000
Inventory Coordinator	$46,000-$51,000
Shift Manager	$20/hour
Budtender	$15/hour
Receptionist	$15/hour

General Manager

The General Manager's responsibility is to oversee all day-to-day operations of the Company including sales, money inventory, storage of marihuana Products, cleanliness and organization, and signage. The General Manager will also be responsible for ensuring that all operations are compliant with state and local law and that all appropriate steps are being taken to mitigate exposure under Federal law.

Inventory Coordinator

The Inventory Coordinator will be responsible for taking inventory of any usable or unusable marihuana during all processes from seed to sale. The Inventory Coordinator will also be responsible for reporting any inventory discrepancies to the appropriate supervisor.

Shift Manager

The shift manager is responsible for the direct oversight of the store's operations. This position manages the team of employees including employee development and training, ensures compliance with sanitary standards and industry regulations, communicates the company's risk management strategies, and works directly with customers alongside the budtenders.

Receptionist

The Receptionist is responsible for checking in a customer and ensuring the customer's eligibility to enter the facility. Since the Receptionist is the front lines of operations, it is imperative that this individual is professional, knowledgeable, and trustworthy.

SMŌK CANNABIS

Budtenders

The budtender will be stationed in the sales area and will dispense marihuana products to customers. Other responsibilities will include providing each customer with knowledgeable and welcoming service, entering each sale into the POS system, and working closely with the General Manager to ensure the sales area is clean and organized.

Employment & Staffing Approach

Our Company intends to take a multifaceted approach to ensuring diverse employment opportunities within its facilities. All training will be in full compliance with the Medical Marihuana Facilities Licensing Act, ("MMFLA") and the Michigan Regulation and Taxation of Marihuana Act, ("MRTMA") and the accompanying rules and regulations. Our Company will host as needed a series of job fairs in the area of the facility.

Background Checks

Our Company will conduct a criminal history background check on any prospective employee

prior to hiring that individual pursuant to the Rules. Our Company will keep records of the results of the criminal history background checks. Our Company will record confirmation of criminal history background checks and make the confirmation of criminal history background checks available for inspection upon request by the department or authorized persons.

At the time of hire, the Company will enter its employees in the statewide monitoring system for an identification number that will be assigned by the department in the statewide monitoring system. Our Company will immediately update employee information and status in the statewide monitoring system.

Other Compliance

To ensure the safety, security, and integrity of provisioning center operations, our Company will comply with all the following:

- Our Company requires employees to report any new or pending charges or convictions. If an employee is charged or convicted for a controlled substance related felony or any other felony, our Company will report it immediately to the Department of Licensing and Regulatory Affairs.
- If an employee is no longer employed by our Company, we will remove access and permissions to the provisioning center and the statewide monitoring system.
- Our Company will screen prospective employees against a list of excluded employees based on a report or investigation maintained by the department in the statewide monitoring system.

Employee Records

Employee records will be available for inspection or examination by the department of licensing and regulatory affairs to determine compliance with the act or these rules.

Employee records will include, but are not limited to:

- Employee background checks
- Employee personnel file
- Employee training logs and records
- Employee accident reports
- Employee violation notices and reprimands
- All other records required by the Department

Access to employee records will be limited to the General Manager and his assistant managers. Access will be granted to representatives of the Department and other government officials when necessary to perform their official duties.

Our Staff

The Company will staff appropriately to comply with the MMFLA & MRTMA. As the Customer base grows, our Company will hire more employees to accommodate the growth. Our Company will look for the following characteristics when hiring new employees:

- Legally entitled to work within the United States;
- Legally entitled to work within a Marijuana facility;

- Quick learners;
- Project a pleasant and positive image;
- Like people and relate well to them;
- Are helpful to customers;
- Are ambitious and seek to grow in responsibilities; and
- At least 21 years old.

Employee Training

Our Company will train employees and have an employee training manual that includes, but is not limited

to, employee safety procedures, employee guidelines, security protocol, and educational training, including, but not limited to, marihuana product information, dosage and daily limits, or educational materials.

Employees must pass testing on policies and procedures prior to being able to work on the floor without direct supervision.

Training Modules

In addition to the required department training, all employees will be required to train on the General Training Modules below:

- Marihuana State and Federal Laws and Regulations, including the MMFLA & MRTMA
- Center Overview, Company Mission & Vision, & Employee Handbook
- Safety, Security, Sanitary Practices, and Emergency/Disaster Preparedness
- Confidentiality; Patient Privacy; HIPAA; Proper Recordkeeping

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In addition to the required department training, general training modules outlined above, employees will be required to participate in Job Description Specific Training modules outlined below:

- Customer Advisor/Inventory Management Training: Marihuana Product(s) Handler Restrictions, Inventory Management, Diversion Prevention, Provisioning Center Sales Floor Training, any/and all areas relating to Marijuana Product Chain of Custody.
- Security/Transportation Training
- Reception Training

Other education and training we will provide will consist of the following:

- Employment Policies & Procedures
- Customer care
- Proper Customer education
- Changes in regulations
- Compliance reinforcement
- Workplace safety, maintenance, cleaning &sanitation
- Procedures on handling complaints in a professional manner
- Inventory Policies & Procedures including but not limited to:
- Receiving products

- Packaging & Labeling
- Handling products
- Tracking & Transporting
- Storing
- Disposal
- Returns & Recall
- Reporting (including adverse loss)

Security Policies & Procedures including but not limited to:

- Staff identification measures
- Monitoring staff/visitors attendance
- Alarm systems
- Video surveillance
- Monitoring and tracking inventory
- Staff security

Timekeeping Procedures

Our Company will utilize "When I Work," an online employee scheduling software and time clock, for all employee time keeping and scheduling. The General Manager will be responsible for training employees on the Company's specific rules for recording time worked using When I Work. No employee is permitted to record another employee's time. If an employee forgets or has difficulty, the employee must notify the General Manager so that an adjustment can be made to reflect actual time worked. Employees must clock-in according to their schedule. Clocking-in, out, early, late, or for any overtime is strictly prohibited without prior General Manager approval.

Employee Handbook

Our Employee Handbook provides an overview of the history and structure of the Company; information about eligible benefits as an employee; and outlines the policies and procedures which are conditions of employment. Neither this handbook, other Company documents or policies, nor any spoken or written comments by Company management are intended to create an employment contract, whether expressed or implied.

Standard Operating Procedures

Standard Operating Procedures ("SOPs" or "Manual") are developed in strict compliance with the MMFLA/MRTMA and cannot be altered without written approval from the Company's CEO. The SOPs are intended to provide instructions and directions to Company employees to enable them to fully perform their job duties, and thus, deliver on the Company's commitment to public, employee and Customer safety. Each employee should exemplify in his or her daily tasks, the mission and values of our Company.

Hygienic Practices

All persons working in direct contact with marijuana will conform to hygienic practices while on duty, including, but not limited to:

- Maintaining an adequate personal cleanliness.

- Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hand may have become soiled or contaminated.
- Refraining from having direct contact with marijuana 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.

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MARKETING PLAN

SMOK Holding Co will develop a brand that communicates its core values of responsibly providing high-quality, medicinal cannabis products in a safe, inviting, and professional environment. The main goal of our marketing plan is to reduce the exposure of advertising to youth and create the least amount of impact on the community. Effective marketing will be key to our success in garnering consumer loyalty and minimizing the exposure of advertising and marketing to minors. Our facility will not advertise in newspapers, will not distribute flyers in the community, and will not have marihuana symbols in any of our logos. Our signage will be discreet in order to prevent exposure to minors and the surrounding neighborhood.

This marketing plan provides an overview of the main areas of focus for our retail marketing and advertising efforts

OBJECTIVES

- Work meticulously to minimize the exposure of advertising and marketing to minors
- Become a resource for customers to obtain education, and awareness, and gain information on community involvement opportunities.
- Establish brand recognition in the marihuana industry amongst customers and consumers.
- Attract and enroll high-quality professionals for management, staff, and advisory roles.

TARGET AUDIENCE CRITERIA

The facility will target adult audiences statewide to secure customers using the following criteria and will constantly work to minimize the exposure of advertising and marketing to minors.

- Connect with the community through sponsorship of community events, local trade shows and partner with advocacy groups.
- Use Marihuana specific networks for advertising like weedmaps.com and leafly.com and invest in a high-quality website design to prevent youth exposure.
- Avoid youth appeal to people under the legal age of participation.
- Be current with the market; research and understand the target market.
- Our facility will target patients and consumers, respectively, based on the following criteria:
    (a) Qualified adult customers who use marihuana to alleviate medical symptoms
    (b) Patients invested in purchasing premium quality, consistent, pesticide-free medicine for a variety of symptoms
    (c) Health-conscious patients who prefer organic marihuana and are looking for an experience equal to a medical practitioner
    (d) Customers wanting to purchase legal cannabis

MARKETING STRATEGY AND TACTICS

In order to successfully build corporate brand recognition and rapport in the community, the facility will utilize a combination of tools from loyalty reward programs, customer-related events, and online target marketing to adults 21+ years of age.

Marketing and publicity personnel will be carefully vetted and required to abide by our strict ethics policies that only target customers that are 21+ years of age. This individual will also be required to perform educational courses specific to sensitive marketing and complete annual continuing education while employed by the entity to reduce exposure to minors.

We will follow all the Emergency Rules respecting marketing and advertising restriction described in Emergency Rule 42

Low-Impact Marketing Techniques

(a) Community Engagement

(i) Customer-based community organizations and information seminars will be utilized for target marketing to individuals already involved in the program and looking to gain additional resources.

(ii) Exhibitor booth space will be purchased for Business-to-Business networking and gathering potential client contact information for the purposes of increasing our email-marketing list.

(iii) All community-based engagement and promotions will be in venues that require identification of 21+ prior to granting entry.

(iv) Any sponsorship opportunities at customer-related events will be vetted and the vendor will be required to provide marketing plans clearly identifying their target markets. Sponsorship will not be given to any entity that has a customer base that includes minors.

(b) Approved Publications

(i) Market demographics and research will be collected on specific magazines and other subscription-based print publications that target either men or women who are 21+ years of age.

(c) Website, Web Video Content, and Social Media

(i) A website will be developed that will have age specific verification and blocking from any user that is not 21+ years of age.

(ii) Regular video content on current events, industry news, and interviews will only be broadcast on web distribution platforms that target adults such as weedmpas.com and leafly.com. This video content will first be uploaded to Youtube.com with age restrictions enabled and then distributed to these third-party websites targeting adult users. Through YouTube, age-restricted videos are not visible to users who, are under 21 years of age, or have restricted mode enabled.

(iii) Special care will be placed into the representation of our business on any social media platforms. We will never display or represent photos, graphics, or any other visual depiction of marihuana. We will also take full advantage of ad targeting tools specific to Facebook, which will be our primary social media outlet. Facebook is our primary social media outlet of choice because it currently skews to an older demographic than other platforms, and its ad targeting interface will allow us to be specific with our marketing.

- 56% of online seniors aged 65+ are on Facebook and 63% are between ages 50-64.
- 87% of online users of age 18-29 are on Facebook
- Utilizing Facebook's proprietary Core Audiences targeting options the targeting features built into ads manager and power editor allow you to

reach people based on their demographics, location, interests and behaviors. These tools will help to ensure that our ads are never targeting minors.

(d) Loyalty Programs

(i) We will rely on loyalty and referral programs to incentivize current clientele. All sales will be tracked per state requirements and shall build points based on frequency. These points may be exchanged for free medicine and or merchandise in the facility.

Media Relations

If an interview is requested for journalistic purposes, careful consideration will be put into selection of the person representing our brand, with preference towards individuals that portray a responsible, law abiding, and mature public image with a preference towards candidates in the 40+ age demographics.

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TAB 6

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BUSINESS PLAN

Pursuant to §16-516(d)(19), this section contains our business plan which includes an executive summary, market analysis, sales strategies, funding requirements, and financial projections.

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SMOK Holding CO, LLC
Adult Use Retailer Business Plan

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Executive Summary

"The backbone of success is…hard work, determination, good planning and perseverance." – Mia Hamm. As a skilled entrepreneur, Anthony Yousif proves that this formula works. He has worked hard over the years, starting with a single insurance agency and dedicating himself to each of his business ventures along the way. He has established multiple profitable organizations and continues to stay involved in each one. His unwavering commitment has helped to successfully grow his thriving business portfolio.

Anthony Yousif is the founder and acting president of the highly successful LA Insurance. He began his dream with one location in Detroit, MI in 1992. Under his leadership and with the help of his partners, the company has grown to over 200 agencies that span across the country. Though LA Insurance has expanded, Anthony continues to oversee daily operations with great dedication to his employees, carriers, and clients. He continued to grow within the automobile insurance industry by acquiring USA Underwriters, Inc. with his partners, making the company vertically integrated. Anthony plays a key role in the growing success of the organization.

In addition to his role as CEO for La Insurance, Anthony is also a successful real estate broker. He runs AJY Commercial, a real estate brokerage company based out of Detroit, MI. Recognizing an opening in the market, Anthony seized the opportunity and built a successful and respectable business. He has managed and developed over 50 properties and counting in 15 years.

Adding to his ever-growing business portfolio, Anthony set his sights on the up-and-coming medical marijuana industry. In 2015, Anthony and his partners acquired Euflora dispensary in the competitive Colorado market. Even with strong competition, they expanded Euflora to its current success of 6 dispensaries, one greenhouse, and one cultivation site.

In 2016, Anthony continued to increase his presence in the medical marijuana industry by starting Dreem Green in Arizona, MI. Today, Dreem Green boasts eleven active dispensaries, and one cultivation site, providing jobs for over 225 individuals. He continues his dedication to the field by advocating and raising awareness for the community.
ith its future operations.

Anthony is a highly dedicated and involved entrepreneur who leads by example, consistently working hard and dedicating his life to making each company under his ownership and management a profitable success.

Mr. Yousif currently holds 3.58% of LA Master Holdings which operates an LA Insurance at 921 North West Ave in Jackson. He also holds a 33.33% stake in Francis & High Properties LLC, a company that owns commercial property within the City of Jackson (1230 S Martin Luther King Jr Dr, & 1230-1238 Francis St)

Market Overview

Michigan Cannabis Industry

Michigan first legalized medical cannabis in 2008. The state has approved medicinal cannabis for Alzheimer's disease, amyotrophic lateral sclerosis (ALS), cachexia or wasting syndrome, cancer, chronic pain, Crohn's disease, glaucoma, HIV or AIDS, hepatitis C, nail-patella syndrome, nausea, post-traumatic stress disorder (PTSD), seizures, and severe and persistent muscle spasms. Registered patients were legally allowed to purchase and possess up to 2.5 ounces of 'useable marijuana' or cultivate up to 12 cannabis plants.

In September 2016, the Michigan Legislature passed, and the governor signed into law three bills (House Bills 4209, 4827, and 4210 to amend the previous medical cannabis law to allow for production of infused products and edibles) that created a licensing and regulatory framework for medical cannabis.

The new laws created three classes of growers: people who can grow up to 500 plants, up to 1,000 plants or up to 1,500 plants. The state can charge no more than $10,000 fees per license for the class of growers who cultivate up to 500 plants.

The Act requires licenses for the cultivation, manufacture, distribution, transportation, laboratory testing, and sale of medical cannabis. The Department of Food and Agriculture is responsible for issuing cultivation licenses; the Department of Public Health is responsible for issuing manufacturing licenses; and the Bureau of Medical Cannabis Regulation within the Department of Consumer Affairs is responsible for issuing distribution, transportation, laboratory testing, and dispensary licenses. Communities can decide whether and where they will allow dispensaries to operate and charge an annual fee of up to $5,000 per dispensary.

On November 6, 2018, voters in Michigan approved Proposition 18-1, a ballot initiative that legalizes cannabis for adults who are age 21 or older and allows for the sale of flower, concentrates, or cannabis-infused edibles with the December 6 legalization date and a deadline to develop the regulatory framework within a year.

Emergency rules have been filed and remained in effect until January 3, 2020. Michigan regulators began accepting applications for adult-use marijuana establishments on November 1, 2019.

As of December 2019, there were almost 300,000 medical cannabis patients in Michigan; 180 active licenses for provisioning centers; 153 growers; 24 processors; 14 transporters, and 6 licenses for testing facilities. As of May 2023, the number of medical cannabis patients dropped to 151,940; 321 active provisioning center licenses; 666 growers; 136 processors; 25 transporters, and 20 testing facilities.

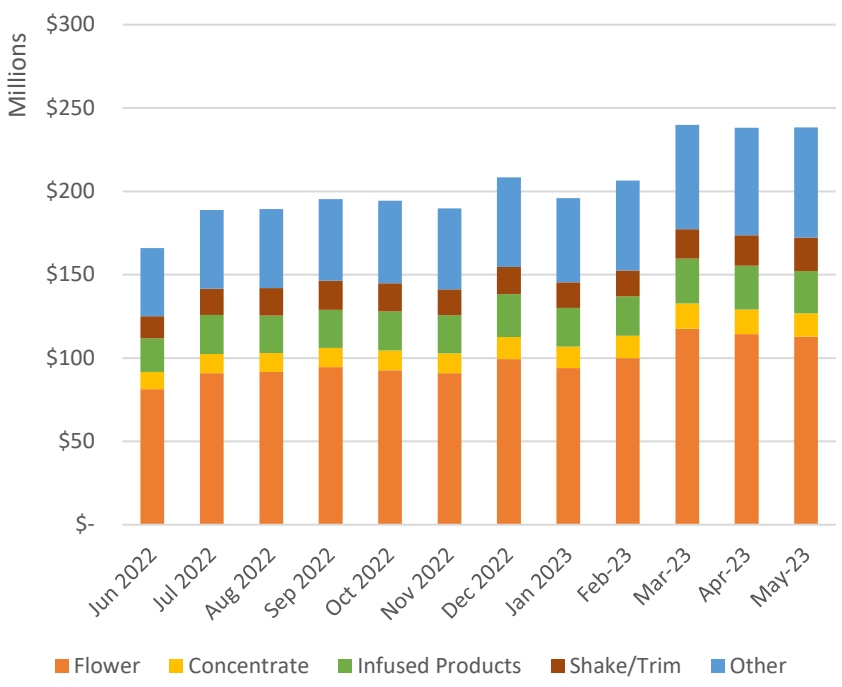


Figure 1.Recreational cannabis sales by product type

Based on CRA data[1], from January 1, 2023, through May 31, 2023, METRC system reports $1,118,730,891 of total sales, including 48% for flowers, 6% for concentrates, 11% for infused products, 8% for trim/shake, and 27% for all others including vapes.

Sales of recreational cannabis in Michigan started on December 1, 2019 and reached almost $6.5 million during the first month. As of May 31, 2023, the Michigan Cannabis Regulatory Agency issued 676 recreational cannabis retailer licenses, compared to 511 as of May 31, 2022.

Forecast

The cannabis business is projected to generate revenues of more than $2.7 billion in 2023. In May 2023, retail sales totaled over $238 million for the month, compared to $167 million in May 2022.

Sales Strategies

Positioning

1. **Store Location –** The store will be well positioned.

2. **Professional Staff** – We will train knowledgeable and friendly staff who will help clients select the best product for their needs.

3. **Product Quality** – SMOK Cannabis will offer the best cannabis products to establish its brand and provide the most effective treatment for its customers. We will solicit feedback from our customers to continuously improve product offerings.

[1] https://www.michigan.gov/cra/resources/cannabis-regulatory-agency-licensing-reports/cannabis-regulatory-agency-statistical-report

4. **Referral Networks** – We will work closely with various medical and alternative health clinics across the state. We will establish a referral network that supports product consistency, brand recognition, and reliable delivery.

5. **Pricing** – SMOK Cannabis will set its price very competitively.

6. **Free Delivery** – We will provide free delivery for all orders over $75.

Marketing Plan

Online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook, and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis-related businesses.

The most effective strategies for legal cannabis companies are direct marketing at industry conferences and other events, and building communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of SMOK Cannabis will be based on generating long-term personalized relationships with wholesalers and retail customers.

Marketing and advertising campaign includes:

- **Business and industry associations:** This includes the local chamber as well as networking with local community organizations.
- **Business events and conferences:** It also includes event sponsorships, health, or related industry events to gain brand exposure and bring the SMOK Cannabis name to the forefront of the community.
- **Brand development:** It includes branded products such as shirts, hats, grinders, cases/containers, etc. will be offered through our online store.
- **Website:** We will have a professionally-designed website integrated with a payment system.
- **Information kits for clients and medical/health practitioners:** Information kits will include registration forms, brochures, and general information on the use of medical/recreational marijuana. They will also provide information on how to process orders.
- **Social Media:** We will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources to be active and knowledgeable participants. We will develop a social media content strategy which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Guerrilla marketing:** Implementing a guerrilla marketing division to focus on low-cost unconventional marketing tactics that yield maximum results.

Table 1. Cannabis business directories

WEEDMAP **https://weedmaps.com/**	Cannabis dispensary/store finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFY https://www.leafly.com/	Leafy is a cannabis information resource for finding the right strains and products.	Leafy has 226.27 thousand total visits each month.
https://www.cannasaver.com/	Canna-Saver is website for cannabis and related coupons, devoted to cannabis deals and savings.	Cannasaver has 310.04 thousand total visits each month.
http://cannabiscouponcodes.com/	Website with cannabis coupon codes.	Cannabiscouponcodes has 81.49 thousand total visits each month.

Competition

In every business there is competition, however, we believe we possess several strengths that will allow us to always remain visible on SMOK Cannabis's radar. The recreational cannabis industry is known to be highly competitive in the U.S and in most parts of the world. The industry is growing and there are alternative ways through which customers can obtain their recreational cannabis products.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the service offered, and the location where the cultivation and extraction will be done. The branding of SMOK Cannabis plays a significant role. Even though competition is stiff, especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle with larger-based cannabis operations when it comes to pricing power and brand recognition, hence the reason why smaller-based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Target Customers

Aside from the dispensary of dried cannabis and concentrates which are our core products, SMOK Cannabis will retail a wide range of cannabis-infused products to customers who are based in Jackson and every other city where our stores will be opened. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

SMOK Cannabis will ensure that all our customers are given first-class treatment whenever they visit our store. We have CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our patient base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique medicinal needs.

Sales Forecast

During the first year, SMOK intends to launch sales of various product line and it is expected to generate $8,000,000 in revenue.

From the second year SMOK will generate income from $10,000-15,000 a day for the first few months with increasing to about $38,000 a day within 1-2 years of the Store Grand Opening. From the third year SMOK expects a healthy annual increase in retail revenue.

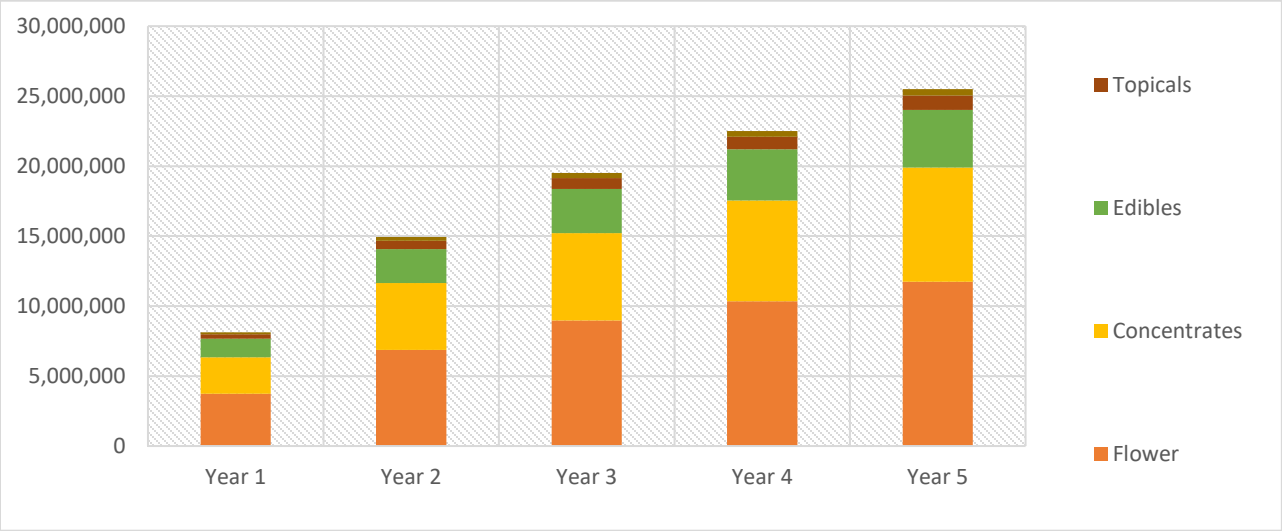


Figure 2. Sales forecast, $

Table 2. Sales Forecast for first three years, $

$	1m	2m	3m	4m	5m	6m
Year 1	0	375,000	447,917	520,833	593,750	666,667
	7m	8m	9m	10m	11m	12m
Year 1	739,583	812,500	885,417	958,333	1,031,250	1,104,167
	1m	2m	3m	4m	5m	6m
Year 2	1,177,083	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
	7m	8m	9m	10m	11m	12m
Year 2	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
	1m	2m	3m	4m	5m	6m
Year 3	1,625,000	1,625,000	1,625,000	1,625,000	1,625,000	1,625,000
	7m	8m	9m	10m	11m	12m
Year 3	1,625,000	1,625,000	1,625,000	1,625,000	1,625,000	1,625,000

Financial Plan

The prospective property is under a purchase agreement and will be separately owned by Mr. Yousif's real estate management company. SMOK Holding's will assume the cost of renovation. We expect the renovation and retrofitting of the property to cost approximately $750,000. Funds to cover the project will come from Mr. Yousif's own availability of liquid funds.

Direct and Operating Expense Breakdown

Direct Costs

Table 3. Direct costs, $

$	Year 1	Year 2	Year 3	Year 4	Year 5
Products Purchase					
FLOWERS	1,496,917	2,746,583	3,588,000	4,140,000	4,692,000
EXTRACTS/CONCENTRATES	1,041,333	1,910,667	2,496,000	2,880,000	3,264,000
BEVERAGES & EDIBLES	527,175	967,275	1,263,600	1,458,000	1,652,400
TOPICALS	130,167	238,833	312,000	360,000	408,000
OTHER	58,575	107,475	140,400	162,000	183,600
Delivery Costs					
Delivery costs	27,118	49,757	65,000	75,000	85,000
Fuel	3,254	5,971	7,800	9,000	10,200
Other delivery costs	0	0	0	0	0
Other Direct Costs					
Other direct costs	0	0	0	0	0
Other direct costs	0	0	0	0	0
Initial inventory	268,750	0	0	0	0
Other direct costs	0	0	0	0	0
Other direct costs	0	0	0	0	0
Taxes					
Cannabis Business Tax	813,542	1,492,708	1,950,000	2,250,000	2,550,000
Total	**4,366,831**	**7,519,269**	**9,822,800**	**11,334,000**	**12,845,200**

Operating Expenses

Table 4. Operational costs, $

$	Year 1	Year 2	Year 3	Year 4	Year 5
G&A Expenses - Initial & General Costs					
Legal Fees & Licensing for setting up	25,000	0	0	0	0
Other Initial costs	0	0	0	0	0
Other Initial costs	0	0	0	0	0
Licensing renewal and other legal fees	0	15,150	15,150	15,150	15,150
Professional Services, Commercial Insurance	60,300	60,600	60,600	60,600	60,600
G&A Expenses - Retail					
Other G&A Expenses	0	0	0	0	0
Building Renting	276,375	303,000	303,000	303,000	303,000
Building Maintenance, including utilities	16,583	18,180	18,180	18,180	18,180
Equipment Maintenance	6,909	7,575	7,575	7,575	7,575
Administrative expenses, including phone and internet	5,528	6,060	6,060	6,060	6,060
Inventory Control Systems, Security & Other Software Services	276,375	303,000	303,000	303,000	303,000
Other G&A Expenses	0	0	0	0	0
Other G&A Expenses	0	0	0	0	0
Property Taxes	0	0	0	0	0
Community Service (% of gross receipts)	40,677	74,635	97,500	112,500	127,500
SG&A Expenses - Marketing & Sales Expenses					
Marketing Expenses, including PR, Branding, Online and Offline advertising	60,300	45,450	30,300	20,200	15,150
Other Marketing & Sales Expenses	0	0	0	0	0
Other Expenses	0	0	0	0	0
SG&A Expenses - Misc.	22,291	24,555	24,786	24,933	25,232
Salaries & Benefits	1,104,313	1,409,243	1,409,243	1,409,243	1,409,243
Total	**1,894,650**	**2,267,449**	**2,275,395**	**2,280,442**	**2,290,690**

Profit & Loss Forecast

SMOK Cannabis's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 5. Income Statement, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Revenue	8,135,417	14,927,083	19,500,000	22,500,000	25,500,000
COGS - Cost of Goods Sold	4,366,831	7,519,269	9,822,800	11,334,000	12,845,200
Gross Profit	3,768,586	7,407,814	9,677,200	11,166,000	12,654,800
% of revenue	46%	50%	50%	50%	50%
SG&A Expenses					
G&A Expenses - Initial & General Costs	85,300	75,750	75,750	75,750	75,750
G&A Expenses - Retail	622,446	712,450	735,315	750,315	765,315
SG&A Expenses - Marketing & Sales Expenses	885,543	1,175,624	1,160,474	1,150,374	1,145,324
Senior Management Salaries & Benefits	279,070	279,070	279,070	279,070	279,070
IT Salaries & Benefits	0	0	0	0	0
Other Salaries & Benefits	0	0	0	0	0
SG&A Expenses - Misc.	22,291	24,555	24,786	24,933	25,232
Total SG&A Expenses	1,894,650	2,267,449	2,275,395	2,280,442	2,290,690
Operating Income (EBITDA)	1,873,936	5,140,365	7,401,805	8,885,558	10,364,110
% of revenue	23%	34%	38%	39%	41%
Depreciation and Amortization	85,500	85,500	85,500	85,500	85,500
Earnings Before Interest & Taxes (EBIT)	1,788,436	5,054,865	7,316,305	8,800,058	10,278,610
Interest Expense	0	0	0	0	0
Earnings Before Taxes (EBT)	1,788,436	5,054,865	7,316,305	8,800,058	10,278,610
Income Tax	898,709	1,858,933	2,471,190	2,872,863	3,274,225
Net Income	889,726	3,195,932	4,845,115	5,927,195	7,004,385

Cash Flow Statement

The cash flow projections show that business will have sufficient cash to support the activity. The following table presents a view of the projected cash flow of the business.

Table 6. Cash Flow Statement, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Net Income	889,726	3,195,932	4,845,115	5,927,195	7,004,385
Cash Flow from Operations					
Depreciation	85,500	85,500	85,500	85,500	85,500
Change in Receivables	(552,083)	(72,917)	(187,500)	(125,000)	(125,000)
Change in Inventory	(377,582)	(62,251)	(131,950)	(87,967)	(87,967)
Change in Accounts Payable	377,582	62,251	131,950	87,967	87,967
Total Cash Flow from Operations	423,143	3,208,516	4,743,115	5,887,695	6,964,885
Cash Flow from Investing					
Capital Expenditures (CAPX)	(855,000)	0	0	0	0
Other	0	0	0	0	0
Total Cash Flow from Investing	(855,000)	0	0	0	0
Cash Flow from Financing					
Revolver Issuance / (Repayment)	549,294	(549,294)	0	0	0
Long-Term Debt Issuance / (Repayment)	0	0	0	0	0
Paid in Capital	0	0	0	0	0
Drawings (profit share)	0	0	0	0	0
Total Cash Flow from Financing	549,294	(549,294)	0	0	0
Total Change in Cash	117,437	2,659,222	4,743,115	5,887,695	6,964,885
Beginning Period Cash	0	117,437	2,776,659	7,519,773	13,407,468
Ending Period Cash	117,437	2,776,659	7,519,773	13,407,468	20,372,353

Balance Sheet

The balance sheet shows healthy growth of net worth and a strong financial position.

Table 7. Balance Sheet, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Assets					
Current Assets					
Cash	117,437	2,776,659	7,519,773	13,407,468	20,372,353
Receivables	552,083	625,000	812,500	937,500	1,062,500
Inventory	377,582	439,833	571,783	659,750	747,717
Total Current Assets	1,047,102	3,841,492	8,904,057	15,004,718	22,182,570
Long Term Assets					
Property Plant & Equipment (PPE), gross	855,000	855,000	855,000	855,000	855,000
Accumulated Depreciation of PPE	(85,500)	(171,000)	(256,500)	(342,000)	(427,500)
PP&E, net	769,500	684,000	598,500	513,000	427,500
Total Assets	**1,816,602**	**4,525,492**	**9,502,557**	**15,517,718**	**22,610,070**
Liabilities					
Current Liabilities					
Accounts Payable	377,582	439,833	571,783	659,750	747,717
Total Current Liabilities	926,876	439,833	571,783	659,750	747,717
Long Term Liabilities	0	0	0	0	0
Total Liabilities	**926,876**	**439,833**	**571,783**	**659,750**	**747,717**
Equity					
Paid-in Capital/Drawings	0	0	0	0	0
Retained Earnings	889,726	4,085,659	8,930,773	14,857,968	21,862,353
Current Period Retained Earnings	889,726	4,085,659	8,930,773	14,857,968	21,862,353
Total Equity	889,726	4,085,659	8,930,773	14,857,968	21,862,353
Total Liabilities and Equity	**1,816,602**	**4,525,492**	**9,502,557**	**15,517,718**	**22,610,070**

TAB 7

SMŌK
CANNABIS

LOCATION AREA MAP & FLOOR PLANS

Attached herein is the location area map identifying the surrounding property uses pursuant to §16-516(d)(20). This section also includes a small format plan set of the proposed alterations to the building.

SMOK CANNABIS

810 W ARGYLE ST, JACKSON MI 49202

RENDERING - FOR REFERENCE ONLY

PROJECT NOTES

1. CONSTRUCTION MUST COMPLY WITH ALL NATIONAL, STATE, AND LOCAL BUILDING CODES, AS WELL AS ALL LOCAL ORDINANCES.
2. DO NOT SCALE DRAWINGS. NOMINAL DIMENSIONS ARE SHOWN. REFER TO DETAILS, NOTES, SPECIFICATIONS AND PARTITION KEY FOR INFORMATION. CONTACT ARCHITECT IF ADDITIONAL INFORMATION IS REQUIRED.
3. EXISTING BUILDING AND SITE INFORMATION WAS OBTAINED FROM THE OWNER AND ADDITIONAL FIELD MEASUREMENTS BY THE ARCHITECT. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO COMMENCEMENT OF WORK. DRAWINGS MAY CONTAIN DISCREPANCIES DUE TO CONCEALED CONDITIONS, INACCURACIES IN THE ORIGINAL DRAWINGS, INACCESSIBLE LOCATIONS, UNRECORDED BUILDING ALTERATIONS AND OTHER CONFLICTING INFORMATION. INFORMATION OUTSIDE OF CONTRACT AREA IS RELATIVE AND FOR REFERENCE ONLY. ALWAYS VERIFY FIELD CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT IF FIELD CONDITIONS CONFLICT SUBSTANTIALLY WITH PROPOSED WORK.
4. INSTRUCTIONS FOR BUILDING CONSTRUCTION MAY BE LOCATED IN ANY PART OF THE CONSTRUCTION DRAWINGS. FAILURE OF THE GENERAL CONTRACTOR OR HIS SUB CONTRACTORS AND SUPPLIERS TO SEE INFORMATION IN ANY PART OF THE CONTRACT DOCUMENTS WILL NOT BE A VALID REASON FOR ISSUING A CHANGE ORDER.
5. ALL HOLES CREATED FROM ABANDONED DUCT, CONDUIT, ELEC. DEVICES, ETC., WHICH ARE IN VIEW AND ARE NOT SCHEDULED TO BE BOARDED OVER, OR ON A WALL TO BE DEMOLISHED, ARE TO BE FILLED AND PATCHED TO MATCH EXISTING.
6. PATCH AND REPAIR ALL EXISTING WALL SURFACES ADJACENT TO NEW WORK AS REQUIRED TO ACHIEVE AN UNINTERRUPTED SURFACE APPEARANCE. PATCH AND REPAIR ALL FLOORING FOR EXISTING BUILDINGS TO ACHIEVE A CONTINUOUS, SMOOTH, AND FLUSH FLOOR SURFACE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING REQUIRED TO EXECUTE WORK. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY CONSTRUCTION WITH THE ARCHITECT AND OWNER TO ASSURE A MINIMUM AMOUNT OF INTERRUPTION WITH THE OWNER'S ACTIVITIES.
8. IF THE PROJECT IS A REMODEL, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL SURFACES NOT BEING REMODELED IN THE PROJECT AND IN THE PATH OF THE CONTRACTORS TRAVEL, SETUP AND/ OR PROJECT MATERIAL STORAGE. THE CONTRACTOR MUST RETURN THE AREAS DISTURBED AS REQUIRED FOR ACCESS TO ITS PRE-EXISTING CONDITION.
9. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL LOCAL/REQUIRED PERMITS AND INSPECTIONS.
10. ALL SAFETY ISSUES RELATED TO CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST COMPLY WITH ALL STATE, LOCAL, ENVIRONMENTAL AND LABOR LAWS DURING THE CONSTRUCTION OF THIS PROJECT.
11. ALL WORK TO BE GUARANTEED A MINIMUM OF ONE YEAR FROM THE DATE OF OWNER ACCEPTANCE OF WORK, EXCEPT WHERE MANUFACTURER'S GUARANTEE IS LONGER.
12. IF DISCREPANCIES OCCUR BETWEEN DRAWINGS AND FIELD CONDITIONS CONTACT THE ARCHITECT TO VERIFY HOW TO PROCEED BEFORE DOING SO.
13. SEE T001 FOR ADDITIONAL PROJECT NOTES, MOUNTING HEIGHTS, AND SYMBOLS
14. 3D VIEWS AND RENDERINGS ON THIS PAGE AND THROUGHOUT THE SET ARE FOR REFERENCE ONLY, VERIFY ALL CONSTRUCTION DETAILS THROUGHOUT THE ENTIRE SET OF DOCUMENTS
15. THE PROJECT SHALL CONFORM TO UNDERWRITERS LABORATORY FIRE RESISTANCE DIRECTORY AND BUILDING MATERIALS DIRECTORY.
16. ANY MATERIAL SUBSTITUTIONS TO A LISTED UL DESIGN NUMBER SHALL BE COORDINATED BY THE CONSTRUCTION MANAGER, CONTRACTOR, SUBCONTRACTOR AND/OR MATERIAL SUPPLIER FOR COMPLIANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPROVALS - FOR ANY MATERIALS SUBSTITUTION IN THE REQUIRED UL DESIGN ASSEMBLY - BY THE FIRE MARSHAL AND BUILDING INSPECTOR HAVING JURISDICTION PRIOR TO ACCEPTANCE.
17. FOR ANY CHANGE OF UL DESIGN NUMBER, OR ANY CHANGE IN MATERIAL(S) IN A UL DESIGN ASSEMBLY, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL OTHER RELATED MATERIALS OR ASSEMBLIES AFFECTED BY THE CHANGE OF MATERIAL OR UL DESIGN NUMBER ASSEMBLY.
18. PROVIDE COMPLETE UL APPROVED THROUGH-PENETRATION FIRESTOP SYSTEMS AT ALL RATED WALL PENETRATIONS.
19. PROVIDE FIRESTOPPING AS REQUIRED AT ALL OPENINGS FOR PLUMBING, CONDUIT, DUCTWORK, ETC AT FIRE RATED ASSEMBLIES.
20. REFER TO THE FLOOR PLANS FOR IDENTIFICATION OF ALL FIRE AND SMOKE-RATED PARTITIONS.

PROJECT DESCRIPTION

EXISTING COMMERCIAL BUILDING TO BE USED FOR A MARIJUANA PROVISIONING CENTER.

DRAWING LIST

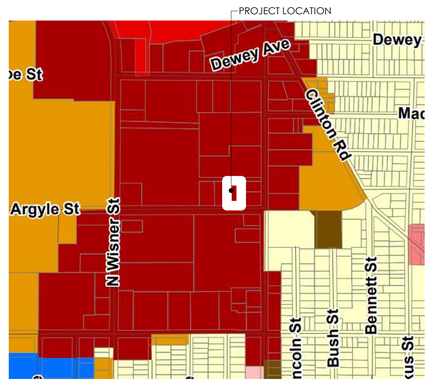
SHEET NUMBER	DRAWING TITLE	5-19-2023 - SCHEMATIC DESIGN	7-10-2023 - SITE PLAN REVIEW SET
00 GENERAL			
T000	TITLE SHEET	X	X
T001	RENDERINGS	X	X
T002	MOUNTING HEIGHTS + ABBREVIATIONS	X	X
T003	MOUNTING HEIGHTS CONTINUED	X	X
T004	CODE COMPLIANCE	X	X
T005	SECURITY PLAN	X	X
T006	AREA PLANS	X	X
01 CIVIL			
C000	VICINITY MAP	X	X
C100	ARCHITECTURAL SITE PLAN	X	X
C110	ARCHITECTURAL SITE DETAILS	X	X
C200	DUMPSTER ENCLOSURE	X	X
C201	LANDSCAPING PLAN	X	X
PH000	PHOTOMETRIC PLAN		
02 ARCHITECTURAL			
A000	EXISTING FLOOR PLAN	X	X
A110	DEMOLITION PLAN	X	X
A120	NEW FLOOR PLAN	X	X
A130	FINISH PLAN & SCHEDULE		X
A200	REFLECTED CEILING PLAN AND DETAILS	X	X
A210	ROOF PLAN AND DETAILS	X	X
A300	INTERIOR ELEVATIONS		X
A301	INTERIOR ELEVATIONS		X
A310	INTERIOR DETAILS		X
A400	DOOR AND WINDOW SCHEDULE AND DETAILS		X
A500	EXTERIOR ELEVATIONS	X	X
04 MECHANICAL			
M100	MECHANICAL SPECIFICATIONS AND DETAILS	X	X
M101	MECHANICAL PLAN	X	X
04 MEP			
M102	ODOR CONTROL PLAN	X	X
05 ELECTRICAL			
E100	ELECTRICAL NOTES AND SPECIFICATIONS	X	X
E101	ELECTRICAL PLAN	X	X
06 PLUMBING			
P100	PLUMBING NOTES	X	X
P101	PLUMBING PLAN	X	X

Grand total: 31

EXISTING PHOTOS - FOR REFERENCE ONLY

ZONING MAP

ZONING - C-4 GENERAL COMMERCIAL



AREA MAP

DRIVEN DESIGN

ARCHITECT
Driven Design Studio PLLC
117 West Michigan Avenue
Battle Creek, MI 49017
(269) 753-8040
cody@drivendesignstudio.com

OWNER
Abro Brothers Inc
(616) 551-3855
jabro1002@gmail.com

CONSTRUCTION MANAGER/GC

ENGINEER

ENGINEER

ENGINEER

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NOT FOR CONSTRUCTION

PROJECT NAME
SMOK CANNABIS

PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202

CLIENT
ABRO BROTHERS INC

ISSUE
SITE PLAN APPROVAL

REVISION

DRAWN BY CMN

DATE 7/10/2023 10:08:28 PM

SCALE

STAMP

STATE OF MICHIGAN
CODY NEWMAN
ARCHITECT
No. 1301065496
LICENSED ARCHITECT

PROJECT NUMBER
2023.054

TITLE SHEET

T000

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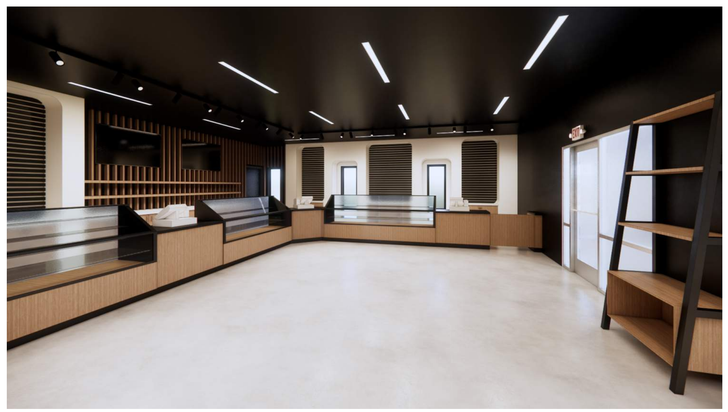
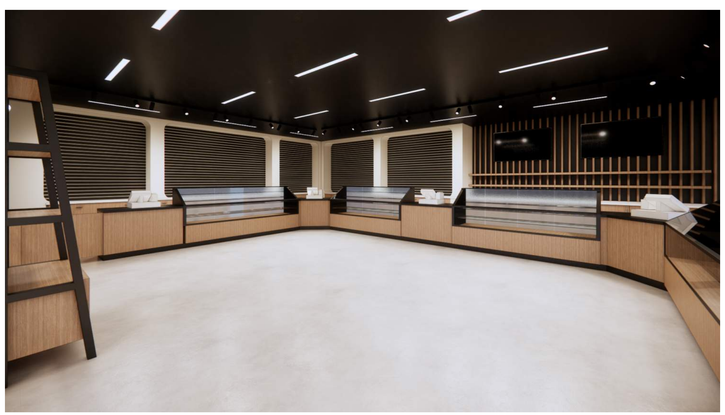
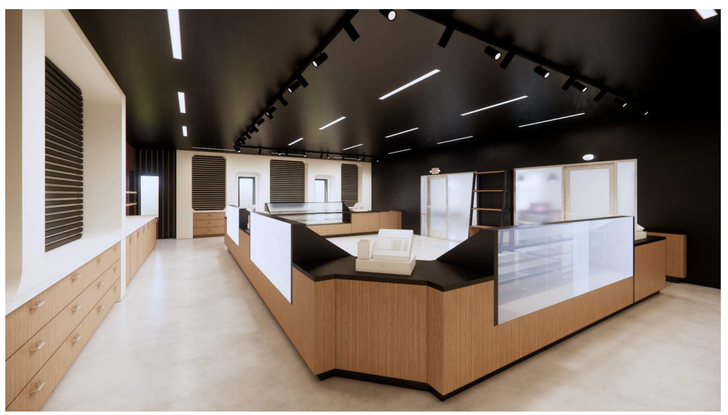
RENDERINGS - FOR REFERENCE ONLY



RENDERINGS - FOR REFERENCE ONLY





RENDERINGS - FOR REFERENCE ONLY

DRIVEN DESIGN

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NOT FOR CONSTRUCTION

PROJECT NAME
SMOK CANNABIS
PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
ABRO BROTHERS INC

ISSUE
SITE PLAN APPROVAL

REVISION

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DATE 7/10/2023 10:08:29 PM
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PROJECT NUMBER
2023.054

RENDERINGS

T001

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ABBREVIATION LIST

A/C	AIR CONDITIONING
A/V	AUDIO/VISUAL
ACP	ACOUSTICAL CEILING PANEL
AD	AREA DRAIN
ADA	AMERICANS WITH DISABILITIES ACT
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
ALUM	ALUMINIUM
APPROX	APPROXIMATELY
ARCH	ARCHITECT(URAL, URE)
ASSOC	ASSOCIATED
AUTO	AUTOMATIC
AWP	ACOUSTICAL WALL PANEL
BD	BOARD
BF	BARRIER FREE
BIT	BITUMINOUS, BITUMEN
BLDG	BUILDING
BLKG	BLOCKING
BM	BEAM
BOT	BOTTOM
CAB	CABINET
CJ	CONTROL JOINT
CLG	CEILING
CLR	CLEAR(ANCE)
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
COM	COMMUNICATIONS
CONC	CONCRETE
CONFIG	CONFIGURATION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
CORR	CORRIDOR
CPT	CARPET
CT	CERAMIC TILE
CTR	CENTER
DEG	DEGREE
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIV	DIVISION
DN	DOWN
DR	DOOR
DS	DOWNSPOUT
DTL	DETAIL
DWG(S)	DRAWING(S)
E	EAST
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATION
EMER	EMERGENCY
ENCL	ENCLOS(E,URE)
EQ	EQUAL
EQUIP	EQUIPMENT
EST	ESTIMATE(D)
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FA	FIRE ALARM
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISHED FACE
FGL	FIBERGLASS
FHC	FIRE HOSE CABINET
FIXT	FIXTURE
FL	FLOOR(ING)
FLUOR	FLUORESCENT
FOC	FACE OF CONCRETE
FOS	FACE OF STUDS
FP	FIREPROOF(ING)
FT	FEET
FTG	FOOTING
FUR	FURR(ED,ING)
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACT(OR)
GL	GLASS, GLAZING
GOVT	GOVERNMENT
GT	GROUT
GYP BD	GYPSUM WALLBOARD
HC	HOLLOW CORE
HDR	HEADER
HDWD	HARDWOOD
HDWR	HARDWARE
HGT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HIGH POINT
HR	HOUR
HT	HEIGHT
HVAC	HEATING, VENTILATION & AIR CONDITIONING
ID	INSIDE DIAMETER
IN	INCH(ES)
INCAN	INCANDESCENT
INCL	INCLUDE(D,ING)
INSUL	INSULATION, INSULATED
INT	INTERIOR
JAN	JANITOR
JT(S)	JOINT(S)
KIT	KITCHEN

ABBREVIATION LIST

LAM	LAMINATE(D)
LAV	LAVATORY
LBL	LABEL
LH	LEFT HAND
LL	LIVE LOAD
LP	LOW POINT
LTG	LIGHTING
LTL	LINTEL
MANF	MANUFACTURE(R)
MAS	MASONRY
MATL	MATERIAL(S)
MAX	MAXIMUM
MECH	MECHANICAL
MEMB	MEMBRANE
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTD	MOUNTED
MTG	MOUNTING
MTL	METAL
N	NORTH
N/A	NOT APPLICABLE
NAT	NATURAL
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OPNG	OPENING
OPP	OPPOSITE
OPP HD	OPPOSITE HAND
PART	PARTITION
PC	PRECAST
PERF	PERFORATE(D)
PL	PLATE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLWD	PLYWOOD
PNL	PANEL(ED)
PR	PAIR
PREP	PREPARE (SURFACE)
PROV	PROVIDE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PAINT
PVMT	PAVEMENT
QTY	QUANTITY
R	RISER
RAD	RADIUS
RB	RUBBER BASE
REF	REFRIDGERATOR
REINF	REINFORCED
REQD / REQ'D	REQUIRED
RES	RESILIENT
RET	RETAINING
REV	REVISION(S) / REVISE(D)
RFG	ROOFING
RH	RIGHT HAND
RM	ROOM
RO	ROUGH OPENING
S	SOUTH
SC	SOLID CORE
SCHED	SCHEDULE
SECT	SECTION
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SPEC(S)	SPECIFICATION(S)
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STN	STAIN
STO	STORAGE
STRUC	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
SYS	SYSTEM
T	TREAD
T&G	TONGUE AND GROOVE
T.O.	TOP OF
TECH	TECHNOLOGY
TEL	TELEPHONE
TEMP	TEMPERED
THK	THICK(NESS)
THRESH	THRESHOLD
TOC	TOP OF CURB
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TRANS	TRANSPARENT
TV	TELEVISION
TYP	TYPICAL
UL	UNDERWRITER'S LABORATORY
UNFIN	UNFINISHED
UNO	UNLESS OTHERWISE NOTED
VAR	VARIES
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VU	VENTILATION UNIT
VWC	VINYL WALLCOVERING

ABBREVIATION LIST

W	WATER RESISTANT
W/	WITH
W/O	WITHOUT
WC	WATER CLOSET
WD	WOOD
WDW	WINDOW
WH	WALL HUNG
WP	WORK POINT
WR	PAINT(ED)
WT	WEIGHT
WWF	WELDED WIRE FABRIC
#	NUMBER
&	AND
+/-	EXIST (OR APPROX) DIM - VIF
CL	CENTER LINE
L	ANGLE

INTERIOR STEEL STUD FRAMING

THE INTERIOR STUD FRAMING GUIDE DESIGNATES THE DESIGN INTENT OF THE ARCHITECT. THE GUIDE IS FOR THE CONTRACTORS REFERENCE WHEN INSTALLING INTERIOR STUD FRAMED WALLS. IT IS THE CONTRACTORS RESPONSIBILITY TO FOLLOW ALL INFORMATION PORTRAYED WITHIN THIS GUIDE AND THE CONTRACT DOCUMENTS.

NOTE: VERIFY MIN. STEEL STUD FRAMING GAUGE REQUIREMENTS /MAXIMUM ALLOWABLE HEIGHTS WITH STEEL STUD FRAMING SUPPLIER.

*FIRE BLOCKING TO BE PROVIDED HORIZONTALLY AT 10'-0" O.C. MAX. FIRE CAULK AROUND BLOCKING. IF METAL STUDS ARE USED A MINIMUM OF 20 GA. STUDS MUST BE UTILIZED.

MAXIMUM ALLOWABLE HEIGHTS (NON-LOAD BEARING - METAL STUDS)

STEEL STUD FRAMING SECTION 092216			COLD-FORMED MT'L FRAMING SECTION 054000			
GA. / SIZE	25	20	18	16	14	12
2 1/2"	9'-10"	11'-2"	12'-7"	13'-5"	14'-4"	--
3 5/8"	12'-4"	14'-3"	16'-8"	17'-11"	19'-2"	21'-2"
6"	17'-11"	21'-4"	24'-9"	26'-7"	28'-4"	31'-8"
2 1/2" CH STUD	10'-7"	13'-4"	--	--	--	--

* DEFLECTION = L/360
* SPACING = 16" O.C.

GENERAL NOTES

*THE MOUNTING HEIGHTS, MATERIALS, AND SYMBOLS SHOWN ON THIS PAGE ARE FOR REFERENCE THROUGHOUT THE PROJECT. NOT ALL ELEMENTS SHOWN WILL APPLY TO THIS SPECIFIC PROJECT. REVIEW THE PROJECT PLANS, SECTIONS, AND ELEVATIONS FOR ADDITIONAL DETAILS AND TO VERIFY WHAT RELATES TO THIS PROJECT.

MATERIAL DESIGNATIONS & SYMBOLS

- EXISTING WALL TO REMAIN
- NEW WALL
- 1 HOUR PARTITION
- 2 HOUR PARTITION
- 3 HOUR PARTITION
- ELEMENTS TO BE REMOVED
- EXTENT OF WORK
- CMU
- CONCRETE
- WOOD BLOCKING
- STEEL (LARGE SCALE)
- PLASTER
- RIGID INSULATION
- PLYWOOD
- MILLWORK

Room name
101
ROOM NUMBER
FINISH TYPE

1i — DOOR NUMBER

1i — WALL TYPES

1t — WINDOW NUMBER

EXISTING ELEVATION

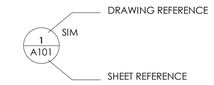
NEW ELEVATION

BATT INSULATION

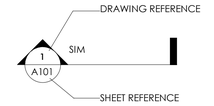
1 — COLUMN CENTER LINE / IDENTIFIER

REVISION INDICATION

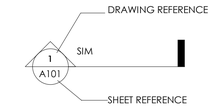
DETAIL / PLAN / ELEVATION



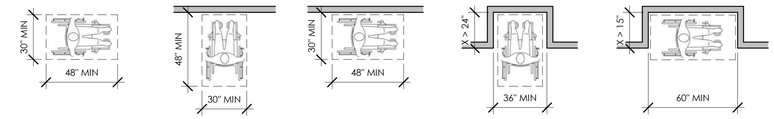
BLDG SECTION CUT



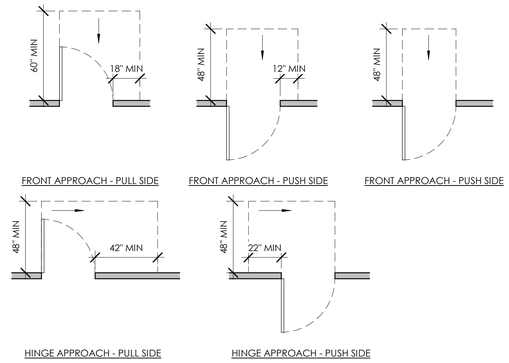
WALL SECTION



REQUIRED CLEARANCES



REQUIRED PUSH/PULL CLEARANCES



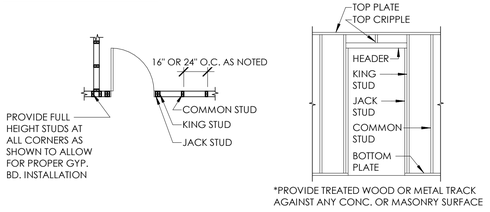
TYPICAL MOUNTING HEIGHTS

1. MOUNTING HEIGHTS SHOWN ARE BASED UPON RECOGNIZED DESIGN STANDARDS AND/OR BARRIER FREE CODE REQUIREMENTS. IT IS INTENDED THAT LIKE DEVISES ALL BE MOUNTED AT THE SAME HEIGHT THROUGHOUT THE ENTIRE PROJECT. RECESSED DEVICES IN MASONRY WALLS MAY DICTATE A DEVIATION (+/- 2') FROM THESE HEIGHTS (WHEN PERMITTED BY CODE) SO AS TO ALLOW THE BOTTOM OR THE TOP OF THE DEVICE RECESS TO ALIGN WITH MASONRY COURSING. COORDINATE THESE DEVIATIONS WITH THE ARCHITECTS/OWNER'S REPRESENTATIVE. MOUNTING HEIGHTS ARE TYPICAL UNLESS NOTED OTHERWISE ON DRAWINGS.

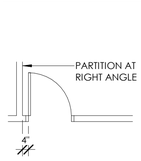
DIMENSIONING

1. DIMENSIONS ARE FROM FINISHED FACE TO FINISHED FACE, UNLESS NOTED OTHERWISE, SEE DIMENSIONING KEY ON THIS PAGE FOR REFERENCE

FRAMING LEGEND

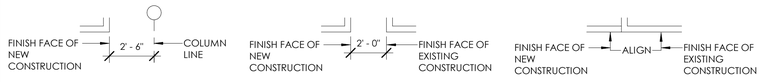


DIMENSIONING KEY



*IF THE DOOR IS NOT AGAINST A RIGHT ANGLE PARTITION OR EXISTING, IT IS TO BE CENTERED IN THE ROOM, U.N.O.

DIMENSIONING SYSTEM (UNLESS NOTED OTHERWISE)



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CLIENT
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ISSUE
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MOUNTING HEIGHTS + ABBREVIATIONS

T002

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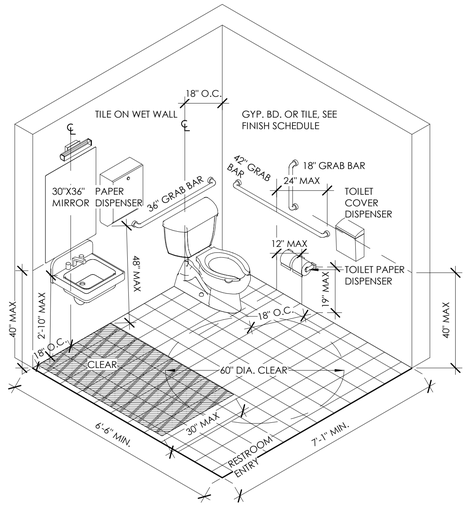
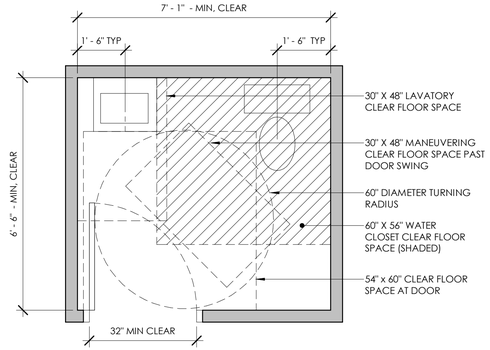
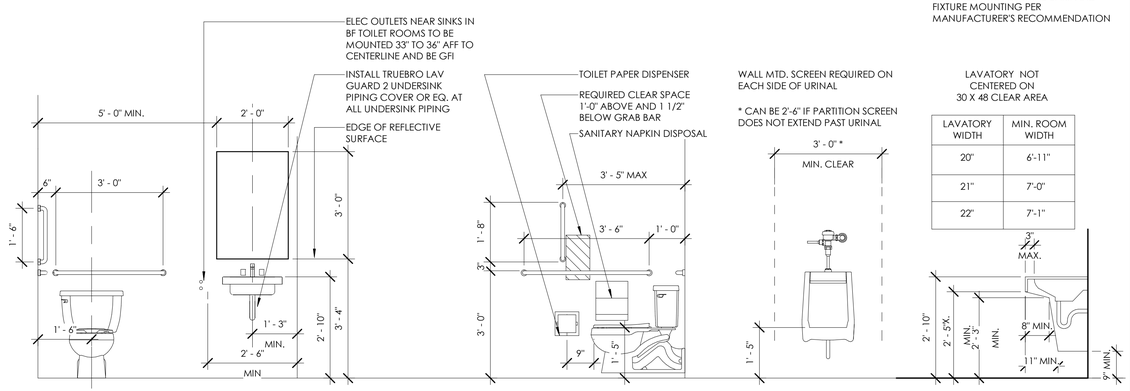


ADA RESTROOM AXON - NTS



ADA RESTROOM PLAN - NTS

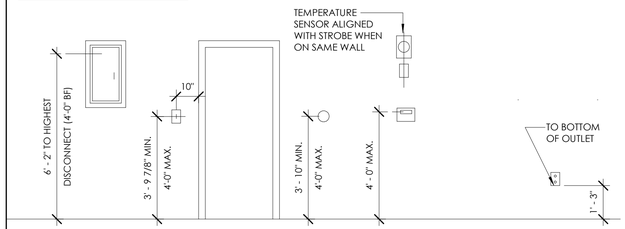


LAVATORY WIDTH	MIN. ROOM WIDTH
20"	6'-11"
21"	7'-0"
22"	7'-1"

*NOTE: PROVIDE BLOCKING AS REQUIRED FOR ALL GRAB BARS AND FIXTURE MOUNTING PER MANUFACTURER'S RECOMMENDATION

RESTROOM DETAILS - NTS

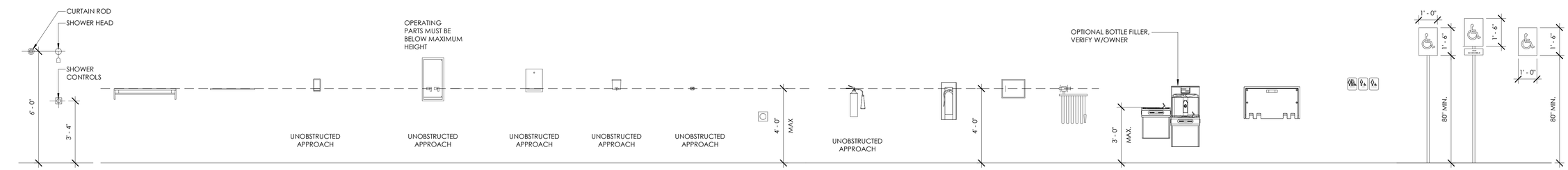
ELECTRICAL DETAILS



ACCESSORIES SCHEDULE

TYPE MARK	DESCRIPTION	MANUFACTURER	MODEL	COMMENTS
GB-1	18" VERTICAL GRAB BAR	BRADLEY CORP.	812-001-18	
GB-2	36" GRAB BAR	BRADLEY CORP.	812-001-36	
GB-3	42" GRAB BAR	BRADLEY CORP.	812-001-42	
MI-1	MIRROR	BRADLEY CORP.	748-2436	
PTD-1	PAPERTOWEL DISPENSER	BRADLEY CORP.	250-15	
SD-1	SOAP DISPENSER	BRADLEY CORP.	6562	
SND-1	SANITARY NAPKIN DISPOSAL	BRADLEY CORP.	4A10	
TTD-1	TOILET TISSUE DISPENSER	BRADLEY CORP.	5084	

MOUNTING HEIGHTS



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MOUNTING HEIGHTS CONTINUED

T003

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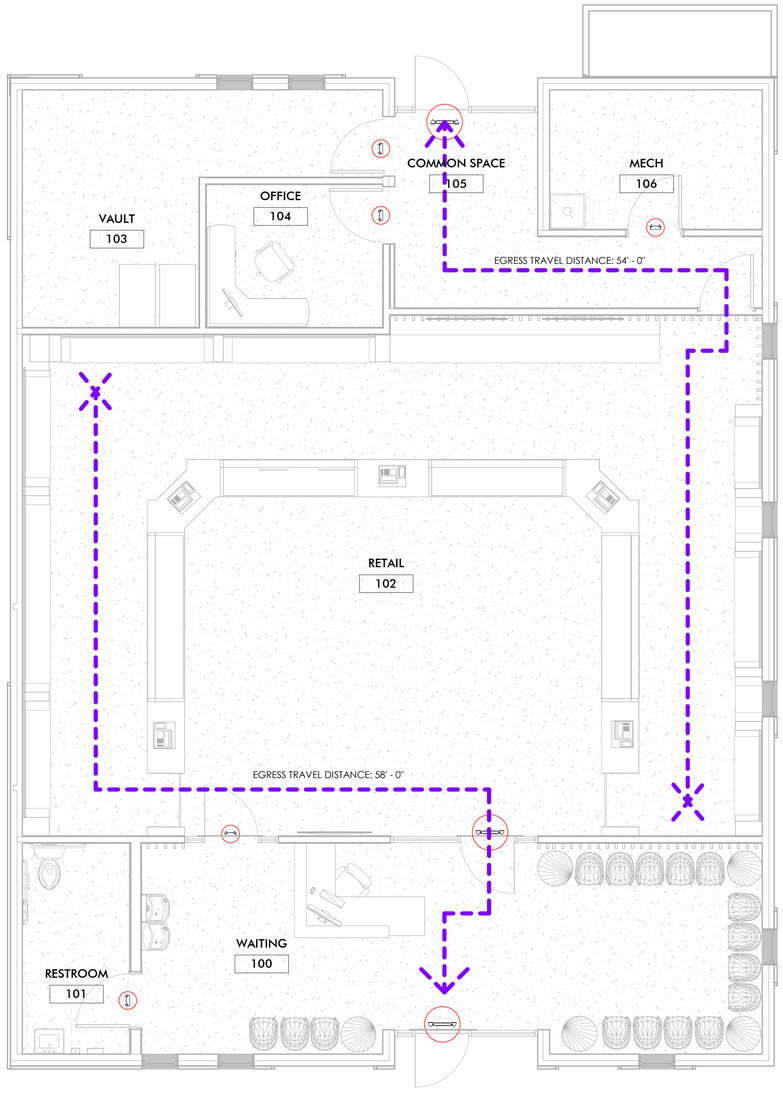

1 / T004 FIRST FLOOR COMPLIANCE PLAN
1/4" = 1'-0"

CODE COMPLIANCE

TOPIC	SECTION	ALLOWED/REQUIRED	ACTUAL
APPLICABLE CODES			
2015 INTERNATIONAL FIRE CODE			
2015 MICHIGAN BUILDING CODE			
2015 MICHIGAN MECHANICAL CODE			
2015 MICHIGAN REHABILITATION CODE	505	LEVEL 3 ALTERATION	INTERIOR RENOVATION EXCEEDING 50%
2017 NATIONAL ELECTRICAL CODE			
2018 MICHIGAN PLUMBING CODE			
ANSI/ASHRAE 90.1-2013			
ICC/ANSI 117.1-2009			
NFPA 13 (2013) + NFPA 72 (2013)			
ZONING			
ZONING	CITY OF JACKSON		C-4 GENERAL COMMERCIAL
1 - SCOPE AND ADMIN			
DEFERRED SUBMITTALS	107.3.4.1		THERE ARE NO DEFERRED SUBMITTALS FOR THIS PROJECT
DESIGN PROFESSIONAL IN CHARGE	107.3.4		CODY NEWMAN IS TO BE THE DESIGN PROFESSIONAL IN CHARGE
SPECIAL INSPECTIONS	110		THERE ARE NO SPECIAL INSPECTIONS FOR THIS PROJECT
3 - USE			
BUILDING USE	309.1	BEFORE - B (BUSINESS)	AFTER - M (MERCANTILE)
3 - AREA BY USE			
MERCANTILE			1959 SF
STORAGE			181 SF
3 - GROSS BUILDING AREA			
1 - FIRST FLOOR			2360 SF
TOTAL			2360 SF
5 - GENERAL BUILDING HEIGHTS AND AREAS			
ALLOWABLE BUILDING HEIGHT	TABLE 504.3	40 FT	20 FT
BASE STORIES ALLOWED	TABLE 504.4	1 STORY	1 STORY
TABULAR AREA	TABLE 506.2	9000 SF	2360 SF
6 - TYPE OF CONSTRUCTION			
TYPE OF CONSTRUCTION	TABLE 601		VB
7 - FIRE AND SMOKE PROTECTION			
			THERE ARE NO SPECIAL REQUIREMENTS
9 - FIRE PROTECTION SYSTEMS			
AUTOMATIC SPRINKLER SYSTEM	903.2.1.3	LESS THAN 12,000 SF, NOT REQUIRED	NOT PROVIDED
FIRE ALARM AND DETECTION SYSTEMS	907	SEE REQUIREMENTS	NOT PROVIDED
10 - MEANS OF EGRESS			
DOOR EGRESS WIDTH	1005.3.2	36"	36"
EXIT ACCESS TRAVEL DISTANCE	TABLE 1017.2	200 FT	58 FT
NUMBER OF EXITS	TABLE 1006.3.1	2 EXITS	2 EXITS
10 - OCCUPANCY			
OCCUPANCY	TABLE 1004.1.2	MERCANTILE 1959/60	32 PEOPLE
OCCUPANCY	TABLE 1004.1.2	STORAGE 181/60	3 PEOPLE
TOTAL OCCUPANT LOAD			35 PEOPLE
15 - ROOF ASSEMBLY			
	1501.1		NEW BLACK STANDING SEAM TO BE PROVIDED
27 - ELECTRICAL			
EMERGENCY LIGHTING	1008.1	WILL COMPLY	ON COMPLIANCE DRAWINGS
EMERGENCY POWER	1008.3.2,1008.3.3	WILL COMPLY	ON COMPLIANCE DRAWINGS
EXIT SIGNS	1011.1	WILL COMPLY	ON COMPLIANCE DRAWINGS
28 - PLUMBING			
DRINKING FOUNTAIN REQUIREMENTS	TABLE 403.1	1 REQUIRED	1 PROVIDED
LAVATORY REQUIREMENTS	TABLE 403.1	1 UNISEX	1 UNISEX
SERVICE SINK REQUIREMENTS	TABLE 403.1	1 REQUIRED	1 PROVIDED
WATER CLOSETS REQUIREMENTS	TABLE 403.1	1 UNISEX	1 UNISEX

CODE COMPLIANCE GENERAL NOTES

1. ENSURE EXIT SIGNS ARE MOUNTED ABOVE THE DOORS AND VISIBLE FROM 75 FEET AWAY. ALL EGRESS LIGHTING IS TO POINT DOWN TO ILLUMINATE THE EGRESS PATH OF TRAVEL.
2. ALL FIRE EXTINGUISHERS ARE TO BE ABC EXTINGUISHERS, UNLESS NOTED OTHERWISE. ALL EXTINGUISHERS ARE TO BE TAGGED WITH THE CURRENT YEAR'S INSPECTION ON IT. ANNUAL INSPECTIONS ARE TO OCCUR FOR ALL FIRE EXTINGUISHERS.
3. PROVIDE ADA RESTROOM SIGNS AT ALL RESTROOMS, CORRESPONDING TO THE CORRECT SEX.
4. SEE T002 FOR MOUNTING HEIGHTS AND LOCATIONS
5. SEE T003 FOR ADDITIONAL CODE COMPLIANCE INFORMATION
6. FURNITURE AND EQUIPMENT SHOWN ON COMPLIANCE DRAWINGS ARE FOR REFERENCE ONLY

COMPLIANCE LEGEND

SYMBOL	ITEM
FE	FIRE EXTINGUISHER
	EXIT SIGN W/ EGRESS LIGHTS
	EGRESS LIGHTING
	TRAVEL DISTANCE
	1 HOUR WALL
	2 HOUR WALL
SD	SMOKE DETECTOR
CO	CARBON MONOXIDE DETECTOR

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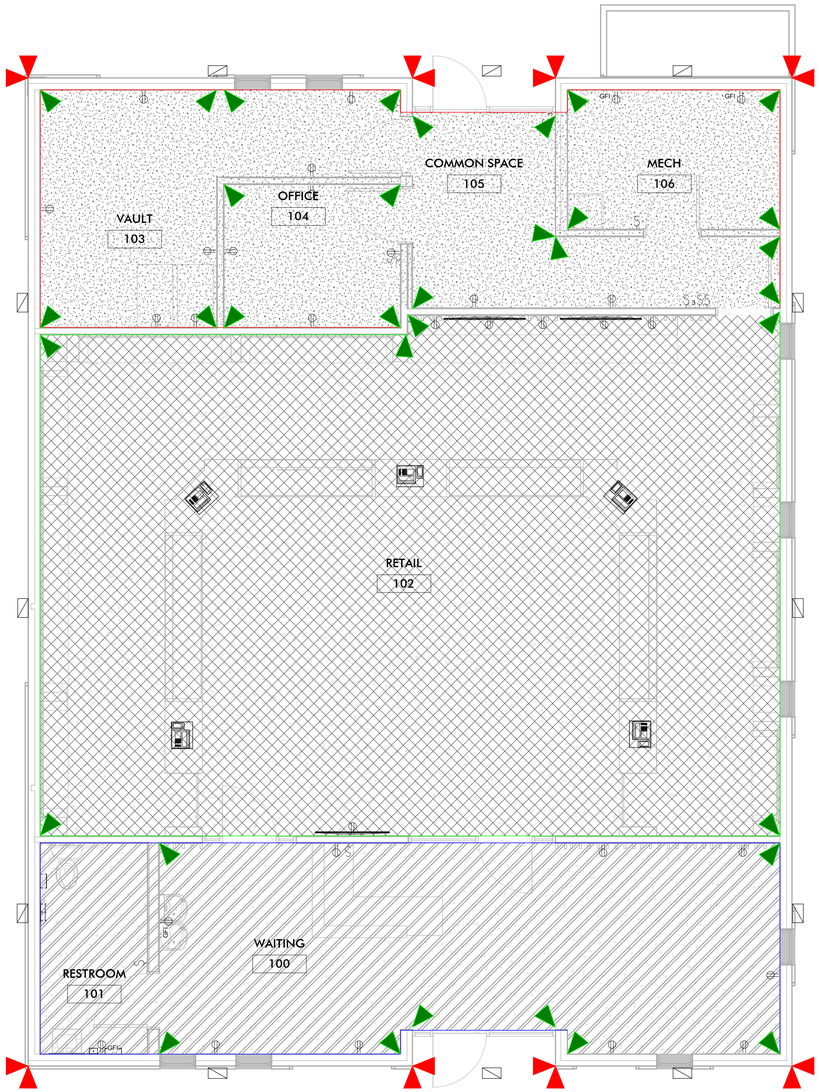
CODE COMPLIANCE

T004



1 T005 FIRST FLOOR SECURITY PLAN
1/4" = 1'-0"

SECURITY LEGEND

- OUTDOOR LED LIGHT FIXTURE
- AXIS 2-MEGAPIXEL INDOOR CAMERA OR EQUIVALENT
- AXIS 4-MEGAPIXEL OUTDOOR CAMERA OR EQUIVALENT
- MONITOR AND PRINTER
- DVR LOCKBOX
- PUBLIC ACCESS AREA
- LIMITED ACCESS AREA
- RESTRICTED ACCESS AREA

*SECURITY PLANS ARE SHOWN SCHEMATICALLY, A SECURITY CONSULTANT TO ENSURE ALL AREAS OUTSIDE OF THE BATHROOMS ARE VISIBLE ON THE INTERIOR AND EXTERIOR BY CAMERAS

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SECURITY PLAN
T005

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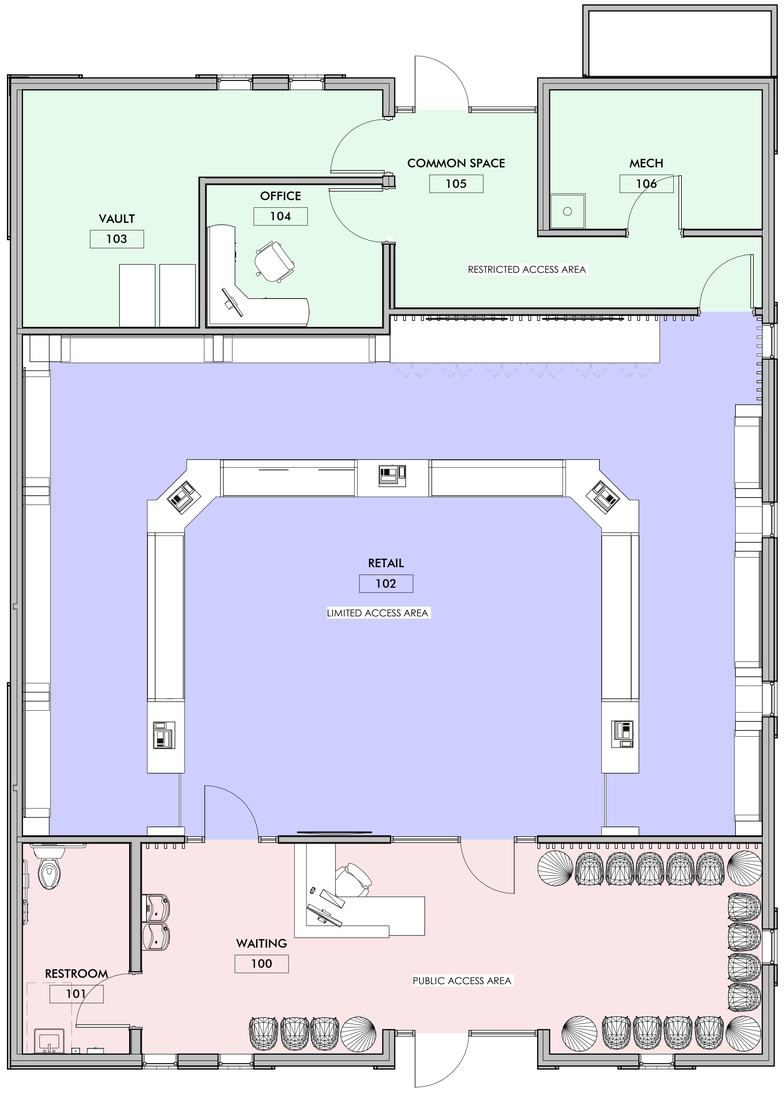

1 / T006 **FIRST FLOOR PROPOSED PLAN**

1/4" = 1'-0"

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AREA PLANS

T006

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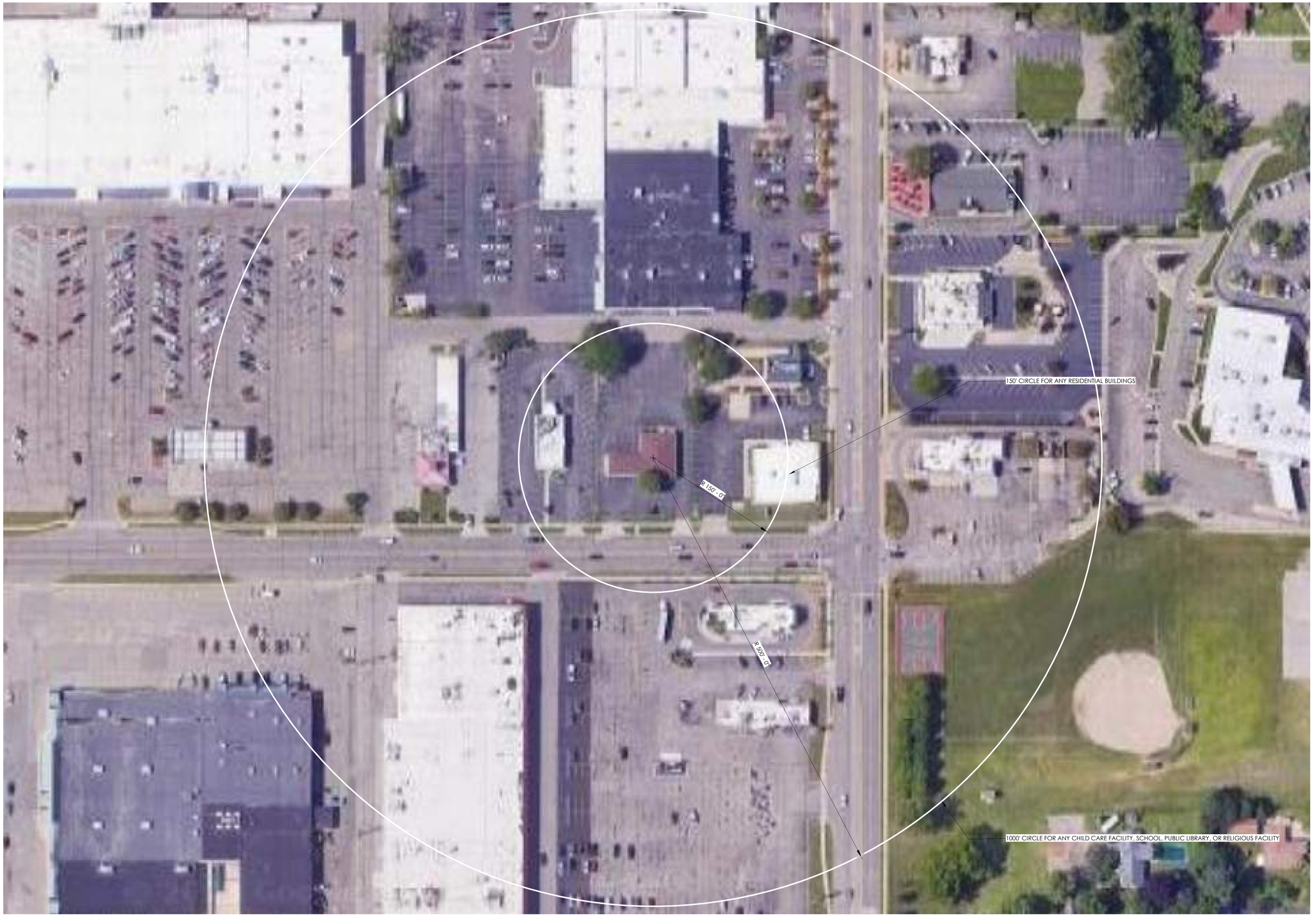
LEGAL DESCRIPTION

2468.283 BEG AT A PT ON N LN OF ARGYLE ST 175 FT W OF W LN OF WEST AVE TH N 1 DEG 10' E 215 FT TH N 88 DEG 59' 45" W 120 FT



1 / C000 FIRST FLOOR PLAN
1" = 50'-0"

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VICINITY MAP

C000

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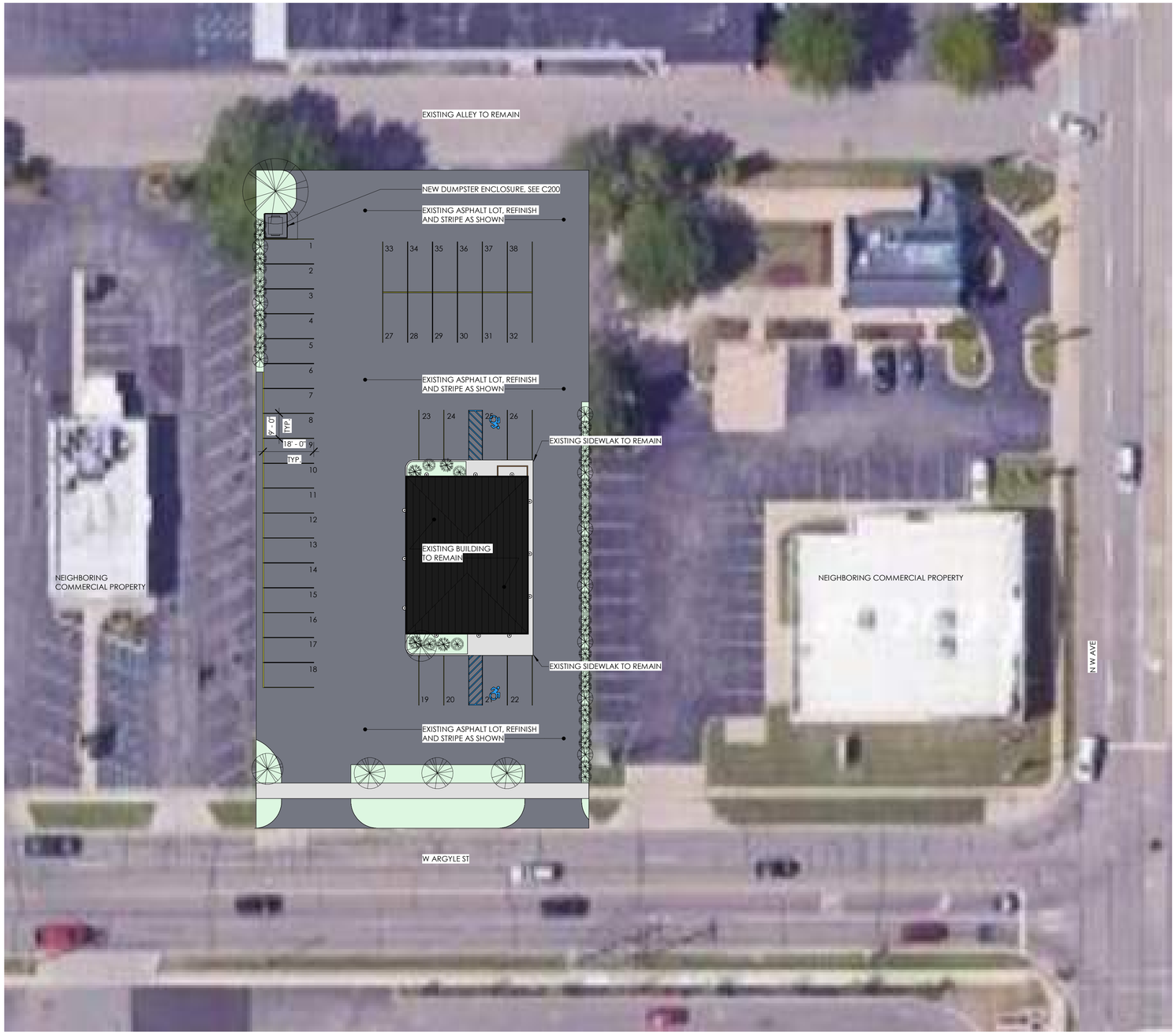

TRUE NORTH

1 / C100 SITE PLAN
1" = 20'-0"

GENERAL NOTES

1. EXISTING BUILDING TO REMAIN ON THE EXISTING SITE
2. THE UTILITIES THAT ARE CURRENTLY CONNECTED TO THE BUILDING ARE TO REMAIN
3. CONTACT MISS DIG TO LOCATE ALL EXISTING UTILITIES BEFORE DOING ANY SITE WORK
4. REFINISH EXISTING ASPHALT PARKING LOT AS REQUIRED, RESTRIPE PARKING LOT TO MATCH EXISTING. THERE IS NOT EXPANSION OF THE ASPHALT AS PART OF THIS PROJECT, THERE ARE NO PROPOSED CHANGES TO THE EXISTING STORMWATER ON THE SITE.
5. EXISTING VEGETATION TO REMAIN ON THE SITE, TRIM AS REQUIRED, SEE LANDSCAPING PLAN FOR NEW LANDSCAPING.
6. PROVIDE A KNOX BOX AT THE MAIN ENTRY TO THE BUILDING, COORDINATE WITH LOCAL FIRE DEPARTMENT ON KEYING AND INSTALLATION
7. WORK WITHIN THE STREET TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION.
8. PERMITS, TESTING, BONDS & INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. CITY INSPECTION FEES SHALL BE PAID FOR BY THE OWNER.

PARKING REQUIREMENTS

PARKING REQUIREMENTS PER CITY OF JACKSON ZONING ORDINANCE:

PER TABLE OF GENERAL OFF-STREET PARKING SPACE REQUIREMENTS:

ONE SPACE IS REQUIRED PER 150 SF OF GROSS FLOOR AREA

GROSS FLOOR AREA IN BUILDING TOTALS TO 2,360 SF

2,360 SF / 150 = **16 PARKING SPACES REQUIRED**

38 PARKING SPACES ARE PROVIDED

PER TABLE OF MICHIGAN BARRIER FREE PARKING REQUIREMENTS:

1 ADA SPACE IS REQUIRED PER 25 SPACES, 3 ACCESSIBLE PARKING SPACES ARE REQUIRED.

2 ACCESSIBLE PARKING SPACES ARE PROVIDED, TWO ARE VAN ACCESSIBLE

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ARCHITECTURAL SITE PLAN

C100

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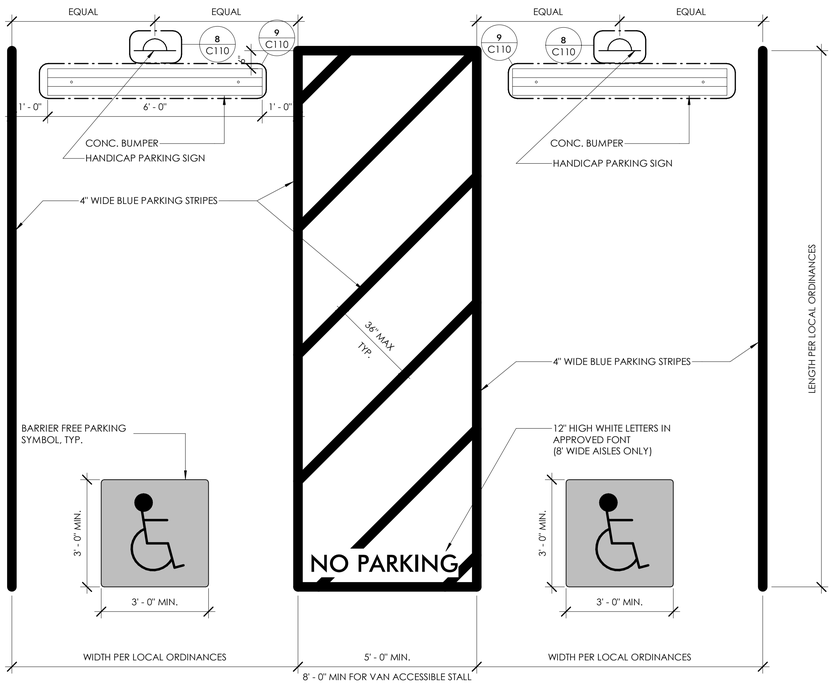
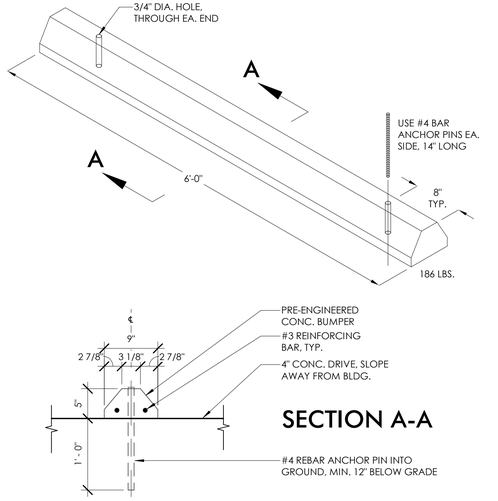
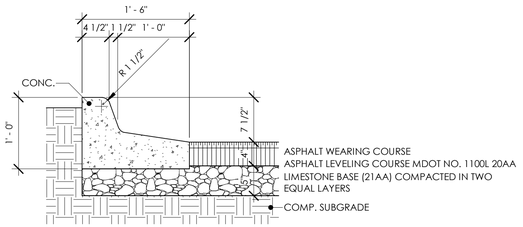


5 C110 BARRIER FREE PARKING STALL LAYOUT
1/2" = 1'-0"

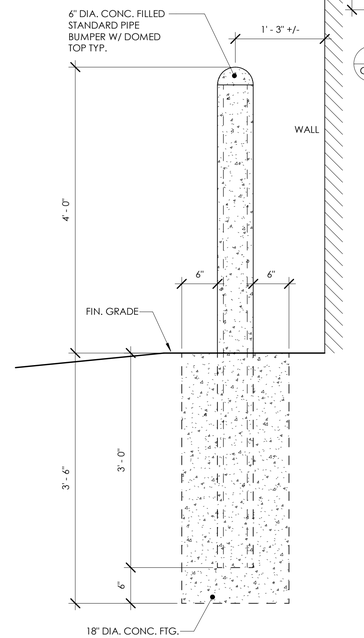


SECTION A-A

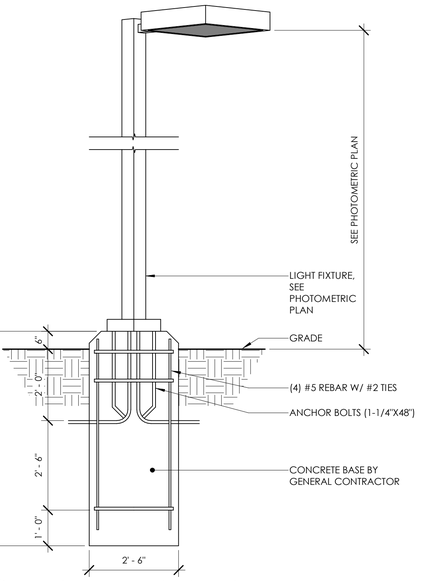
9 C110 PARKING BUMPER DETAILS
1" = 1'-0"



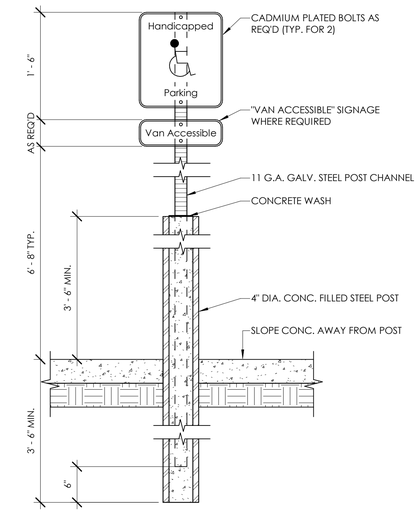
2 C110 CONCRETE CURB DETAIL
1" = 1'-0"



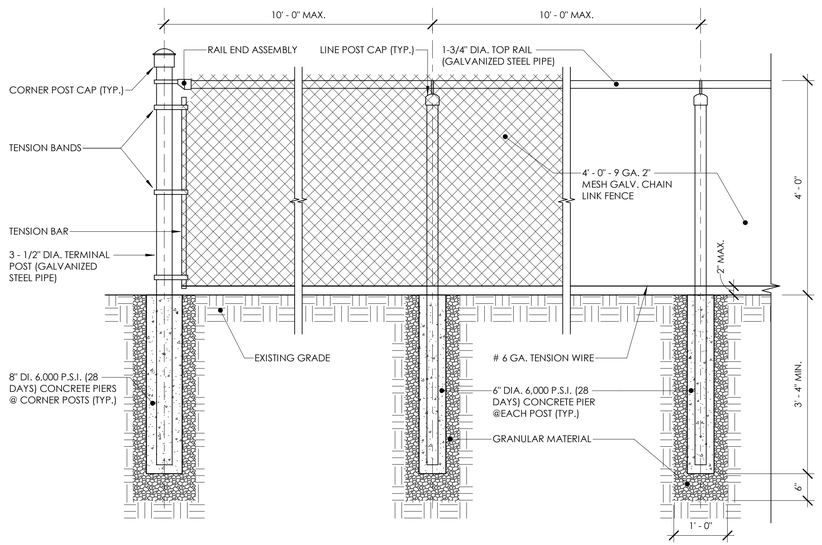
7 C110 BUMPER POST/BOLLARD DETAIL
1" = 1'-0"



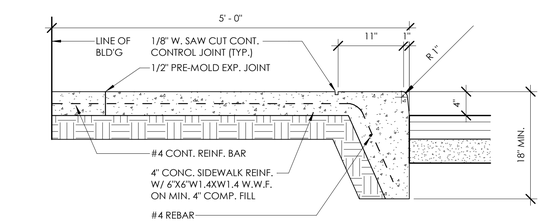
10 C110 TYPICAL PARKING LOT LIGHT
1/2" = 1'-0"



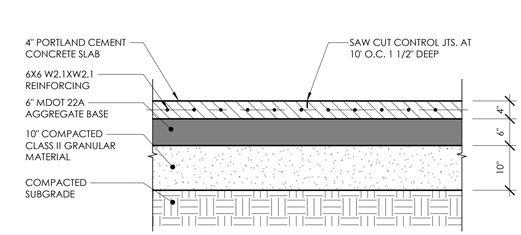
8 C110 HANDICAP PARKING SIGN
1" = 1'-0"



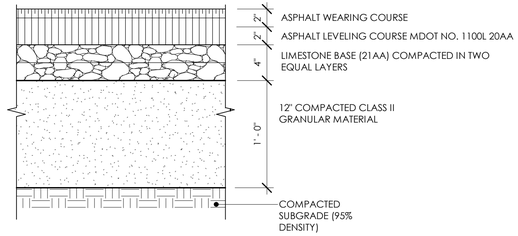
1 C110 CHAIN LINK FENCE
3/4" = 1'-0"



3 C110 CONCRETE CURB AND WALK DETAIL
1" = 1'-0"



4 C110 CONCRETE SECTION
3/4" = 1'-0"



6 C110 BITUMINOUS PAVING DETAIL
1 1/2" = 1'-0"

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SMOK CANNABIS
PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
ABRO BROTHERS INC

ISSUE
SITE PLAN APPROVAL

REVISION

DRAWN BY Author
DATE 7/10/2023 10:08:34 PM
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PROJECT NUMBER
2023.054

ARCHITECTURAL SITE DETAILS

C110

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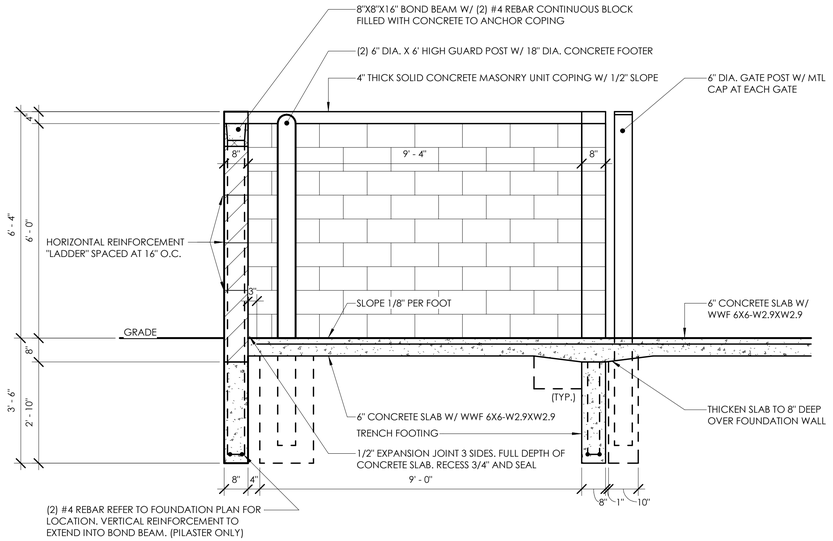
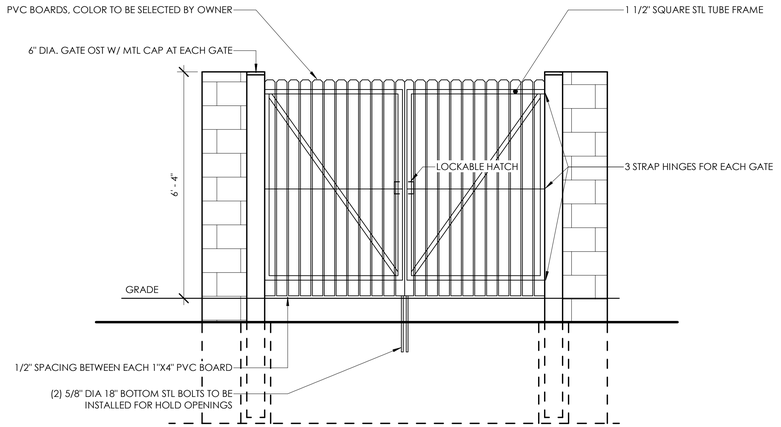
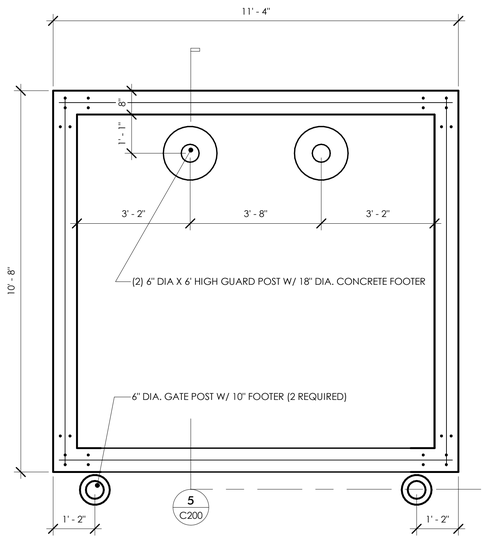


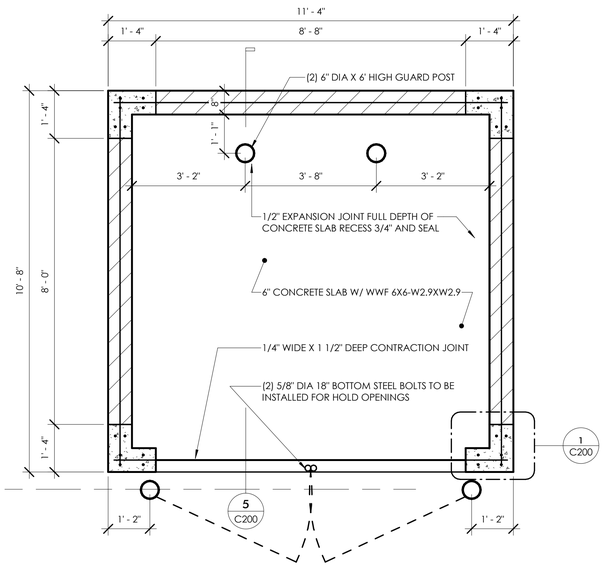
5 C200 **DUMPSTER SECTION**
1/2" = 1'-0"



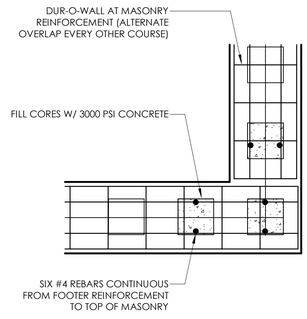
3 C200 **DUMPSTER FRONT ELEVATION**
1/2" = 1'-0"



2 C200 **DUMPSTER FOUNDATION PLAN**
1/2" = 1'-0"



4 C200 **DUMPSTER PLAN**
1/2" = 1'-0"



1 C200 **DUMPSTER ENCLOSURE CORNER**
1 1/2" = 1'-0"

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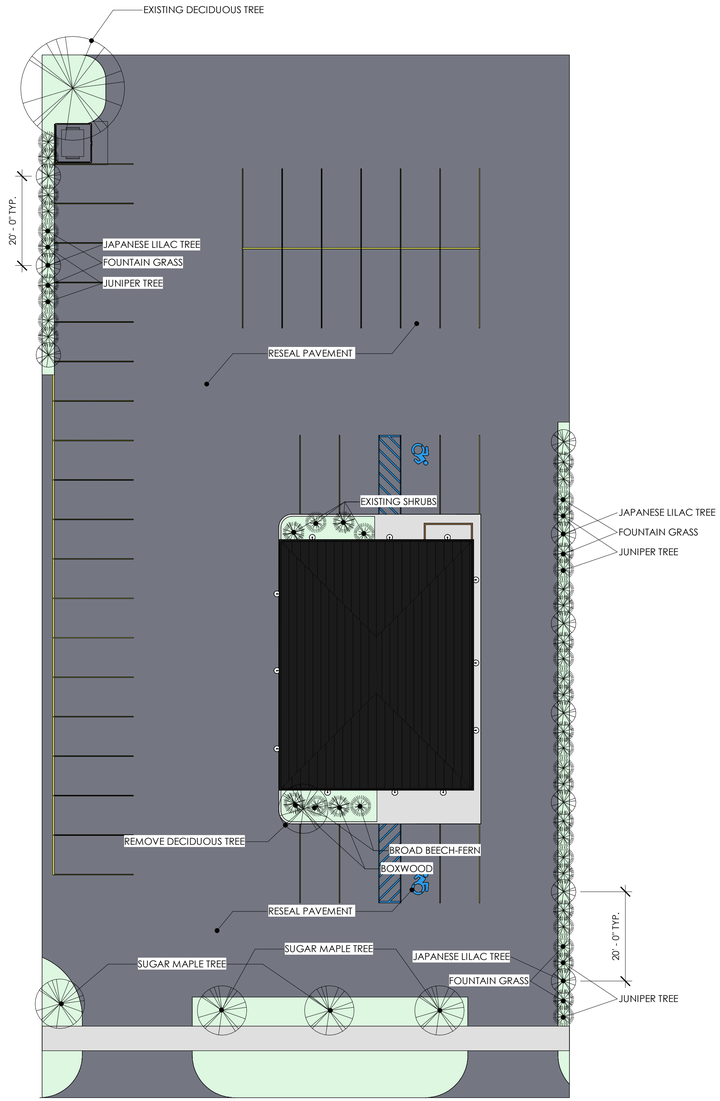
DUMPSTER ENCLOSURE

C200

LANDSCAPE REQUIREMENTS

FRONTAGE - 1 TREE PER EACH 30 LINEAR FEET **(4) REQUIRED**
BUFFER ZONE - 1 CANOPY OR EVERGREEN TREE PER EACH 20 LINEAR FEET **(10) REQUIRED**
BUFFER ZONE - 4 SHRUBS PER EACH 20 LINEAR FEET OR, IF NOT FEASIBLE, SUFFICIENT ORNAMENTAL TREES AND SHRUBS **(36) REQUIRED**

PROVIDED LANDSCAPING
(1) DECIDUOUS TREES - EXISTING
(14) DECIDUOUS TREES PROVIDED - (4) 15' WIDE SUGAR MAPLE TREE, (10) 10' JAPANESE LILAC TREE
(4) SHRUBS - EXISTING
(38) SHRUBS PROVIDED - (18) 3' TALL JUNIPER SHRUBS, (18) 4'-6" TALL FOUNTAIN GRASS, (2) BROAD BEECH -FERN, (2) BOXWOOD



1 / C201 **LANDSCAPING PLAN**
1/16" = 1'-0"

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LANDSCAPING PLAN
C201

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1 A000 **FIRST FLOOR EXISTING PLAN**
1/4" = 1'-0"

GENERAL NOTES

EXISTING PLANS AND DIMENSIONS ARE SHOWN FOR REFERENCE ONLY

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SCALE 1/4" = 1'-0"

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EXISTING FLOOR PLAN

A000

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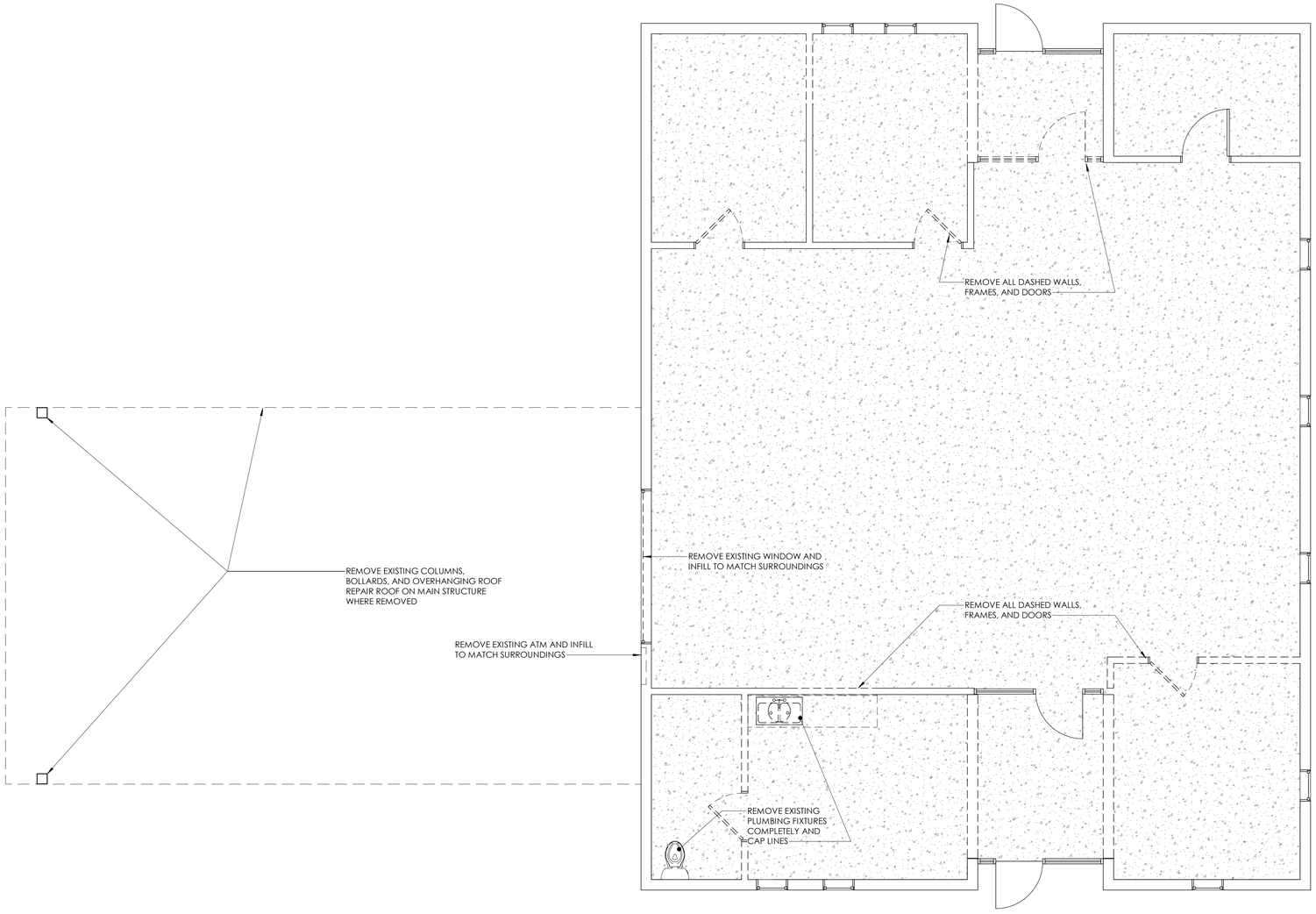

1 A110 **FIRST FLOOR DEMOLITION PLAN**
1/4" = 1'-0"

DEMOLITION NOTES

1. REMOVE ALL DASHED WALLS, WINDOWS, AND DOORS COMPLETELY.
2. OWNER TO REMOVE ALL FURNISHINGS/ EQUIPMENT THAT THEY WISH TO RETAIN FROM THE AREAS OF DEMOLITION/ CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION WORK IN EACH AREA. OWNER TO COORDINATE WITH CONTRACTOR REGARDING THE TIME SCHEDULE FOR THIS TO BE COMPLETED.
3. PATCH AND FILL ANY HOLES IN THE WALL CAUSED BY THE REMOVAL OF DOORS, WINDOWS, OR WALLS TO MATCH SURROUNDINGS.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL SURFACES NOT BEING REMODELED IN THE PROJECT AND IN THE PATH OF THE CONTRACTORS TRAVEL, SETUP AND/ OR PROJECT MATERIAL STORAGE. THE CONTRACTOR MUST RETURN THE AREAS DISTURBED AS REQUIRED FOR ACCESS TO ITS PRE-EXISTING CONDITION.
5. ANY HAZARDOUS MATERIALS ARE TO BE REMOVED BY A LICENSED PROFESSIONAL IN THE STATE OF MICHIGAN.
6. ALL SAFETY ISSUES RELATED TO DEMOLITION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST COMPLY WITH ALL STATE, LOCAL, ENVIRONMENTAL AND LABOR LAWS DURING THE CONSTRUCTION OF THIS PROJECT.
7. SEQUENCE DEMOLITION WITH STRUCTURAL WORK TO ASSURE SAFETY, PROVIDE SHORING AS REQ'D TO ENSURE SAFE CONDITIONS EXIST. SHORING IS NOT SHOWN ON PLANS. STRUCTURAL ELEMENTS ARE TO REMAIN, UNLESS NOTED OTHERWISE. COORDINATE WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
8. ALL TRADES TO COORDINATE BETWEEN ONE ANOTHER TO AVOID CONFLICTS.
9. NOTATIONS ARE MADE IN VARIOUS PLACES ON THE DRAWINGS TO CALL ATTENTION TO DEMOLITION WHICH IS REQUIRED. THESE DRAWINGS ARE NOT INTENDED TO SHOW EACH AND EVERY ITEM TO BE REMOVED. CONTRACTOR SHALL REMOVE ALL MATERIALS RELATED TO THEIR RESPECTIVE TRADES AS REQUIRED TO PERMIT THE CONSTRUCTION OF THE NEW WORK AS SHOWN.
10. THE CONTRACTOR SHOULD TAKE CARE DURING THE PROJECT TO NOT INTERRUPT THE USE IN AREAS NOT IN SCOPE.
11. PRIOR TO ANY DIGGING ON OR AROUND THE SITE UTILITIES ARE TO BE LOCATED USING MISS DIG.
12. ALL RUBBISH AND DEBRIS FROM DEMOLITION IS TO BE REMOVED IMMEDIATELY FROM THE SITE AFTER DEMOLITION. COORDINATE ALL DEMOLITION, DUMPSTER LOCATIONS, BARRICADING, PEDESTRIAN PROTECTION MEASURES, ETC. WITH THE OWNER AND LOCAL MUNICIPALITY PRIOR TO COMMENCEMENT.
13. REMOVE ALL LIGHTING, WIRING, FIRE ALARM DEVICES, RECEPTACLES, AND SPEAKERS FROM WALLS AND CEILINGS BEING REMOVED. COORDINATE WITH ARCHITECT AS REQUIRED. REMOVE ALL ABANDONED EXPOSED CONDUIT AND WIRING BACK TO SOURCE. REMOVE WIRING BACK TO PANEL OR NEAREST JUNCTION BOX. RE-LABEL CIRCUIT BREAKER AS SPARE. IN SCOPE OF WORK.
14. PROVIDE BLANK COVERPLATE OVER EMPTY OUTLET BOXES IF DEVICE IS REMOVED AND NOT REPLACED.
15. REMOVE ALL EXISTING HVAC, FIRE PROTECTION AND PLUMBING EQUIPMENT, PIPING BACK TO MAIN AND ALL ASSOCIATED ACCESSORIES. SANITARY, STORM, AND VENT STACKS TO REMAIN, CAP ANY UNUSED AREAS.
16. SALVAGE MATERIALS AS REQUIRED IF PART OF THE SCOPE IS MATCHING MATERIALS OR INFILL MATERIALS AS PART OF A RENOVATION PROJECT.
17. REMOVE ALL CEILINGS AND FLOOR FINISHES IN AREAS OF DEMOLITION U.N.O.
18. ALL EXISTING COLUMNS AND STRUCTURAL ELEMENTS TO REMAIN. ANY DISCREPANCIES THAT OCCUR IN THE FIELD DURING DEMOLITION SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION.
19. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE TO BROOM CLEAN AT ALL TIMES.
20. THE OWNER WILL MAINTAIN OCCUPANCY OF SPACES ADJACENT TO AREAS OF DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL POTENTIALLY DISRUPTIVE ACTIVITIES WITH THE OWNER.

WALL LEGEND

- EXISTING WALL TO REMAIN
- ELEMENTS TO BE REMOVED
- 1 HOUR PARTITION
- 2 HOUR PARTITION
- EXTENT OF WORK

MATERIAL LEGEND

- CMU
- CONCRETE
- WOOD BLOCKING
- STEEL (LARGE SCALE)
- PLASTER
- RIGID INSULATION
- PLYWOOD
- MILLWORK

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DEMOLITION PLAN
A110

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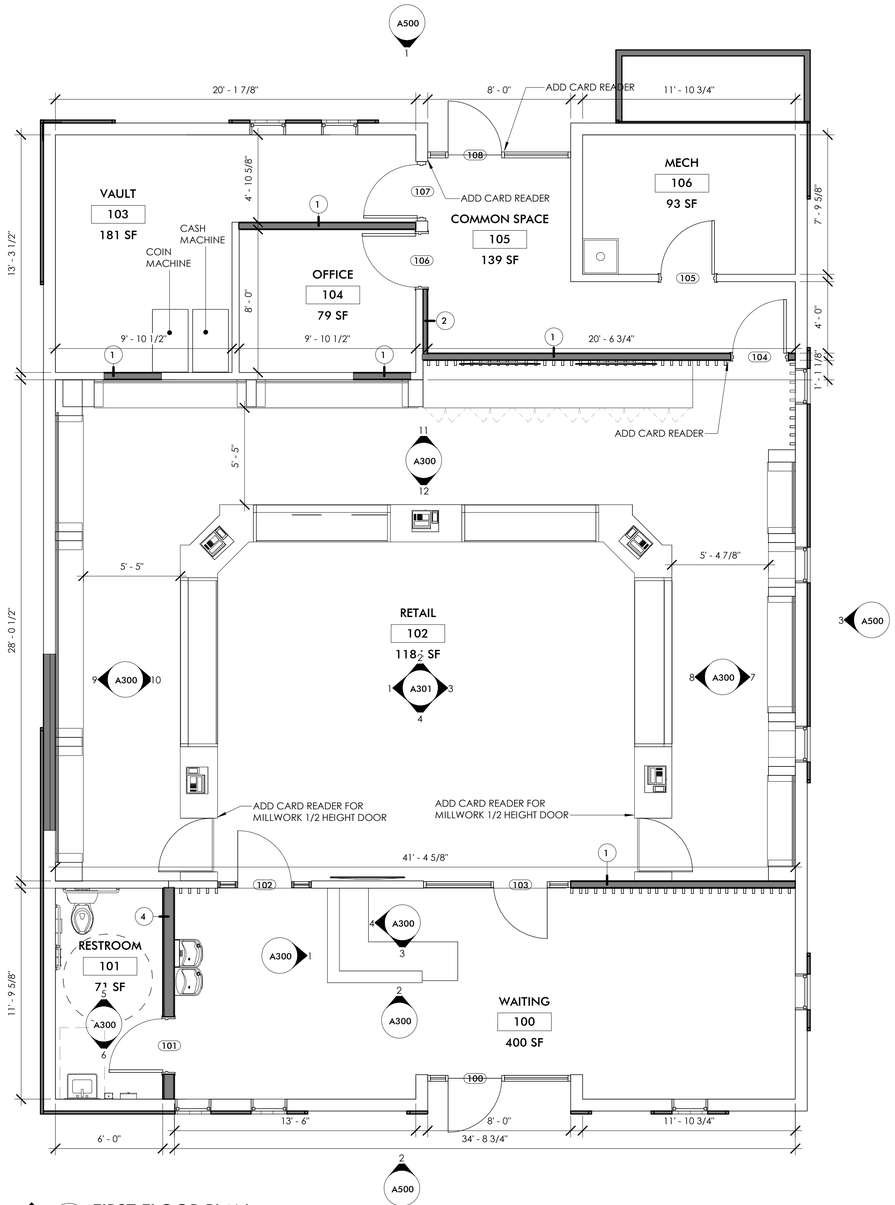
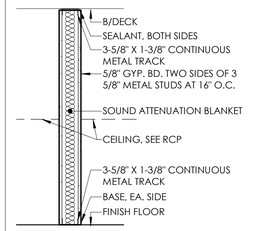


1 A120 FIRST FLOOR PLAN
1/4" = 1'-0"

GENERAL NOTES

1. ALL GYPSUM BOARD THROUGHOUT IS TO BE 5/8" TYPE-X AS A MINIMUM.
2. ALL EXISTING INTERIOR WALLS THAT ARE TO REMAIN ARE TO BE PATCHED AS REQUIRED FROM NEW UTILITIES OR GENERAL CONSTRUCTION.
3. INFILL OF EXISTING WALL OPENINGS IS TO RESULT IN FLUSH FINISHES ON BOTH SIDES OF THE WALL, UNLESS OTHERWISE NOTED, USE APPROPRIATE STUD FRAMING TO ACHIEVE DESIRED FINISH.
4. INSTALL WOOD BLOCKING IN WALLS AS NECESSARY FOR INSTALLATION OF ALL CASEWORK, MIRRORS, TOWEL BARS, SHOWER CURTAIN RODS, TOILET PAPER DISPENSERS, PAPER TOWEL HOLDERS, TOILET PARTITIONS, RAILINGS, AND ANY OTHER ACCESSORIES.
5. PROVIDE CEMENT BOARD IN LIEU OF GYPSUM BOARD AT ALL BATHTUB, SHOWER, AND KITCHEN LOCATIONS TO RECEIVE WALL TILE. COORDINATE WITH INTERIORS.
6. DRAWINGS ESTABLISH THE DESIGN INTENT OF WORK TO BE PERFORMED. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. ALL TRADES SHALL CAREFULLY COORDINATE WORK OF ALL OTHER TRADES. CONTRACTORS SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS AND FOR VERIFYING THEM WITH THE CONTRACT DOCUMENTS. ANY DISCREPANCIES OR CONFLICTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT AND THE OWNER PRIOR TO FABRICATION OR INSTALLATION.
7. COORDINATE SIZE AND LOCATION OF ALL EQUIPMENT SUPPORTS INCLUDING BUT NOT RESTRICTED TO CONCRETE HOUSEKEEPING PADS WITH APPROPRIATE EQUIPMENT MANUFACTURER.
8. VERIFY QUANTITY, SIZE, AND LOCATION OF ALL FLOOR, ROOF, AND WALL OPENINGS FOR ALL DISCIPLINES INCLUDING BUT NOT RESTRICTED TO MECHANICAL AND ELECTRICAL WORK WITH THE APPROPRIATE TRADE. PROVIDE ALL OPENINGS SHOWN OR REQUIRED FOR THE COMPLETION OF THE WORK. PROVIDE ALL LINTELS REQUIRED FOR THESE OPENINGS PER SPECIFICATIONS.
9. VERIFY QUANTITY, SIZE, AND LOCATION OF ALL FLOOR, ROOF, AND WALL OPENINGS FOR ALL DISCIPLINES INCLUDING BUT NOT RESTRICTED TO MECHANICAL AND ELECTRICAL WORK WITH THE APPROPRIATE TRADE.
10. DIMENSIONS PRECEDED BY +/- SHOULD BE REVIEWED AND ALL NECESSARY ADJUSTMENTS MADE PRIOR TO FABRICATION AND/OR INSTALLATION OF AFFECTED WORK. NOTIFY ARCHITECT'S REPRESENTATIVE IF DISCREPANCIES ARISE BEFORE PROCEEDING WITH THE WORK.
11. BATHROOM MIRRORS AND LIGHT FIXTURES ABOVE VANITIES SHALL BE CENTERED ON THE SINKS.



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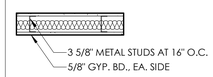

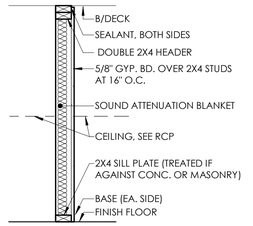

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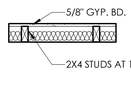

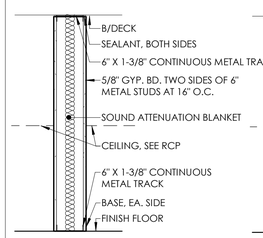

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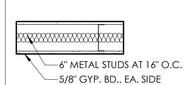

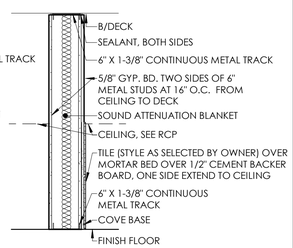

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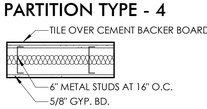

WALL TYPES
3/4" = 1'-0"

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NEW FLOOR PLAN

A120

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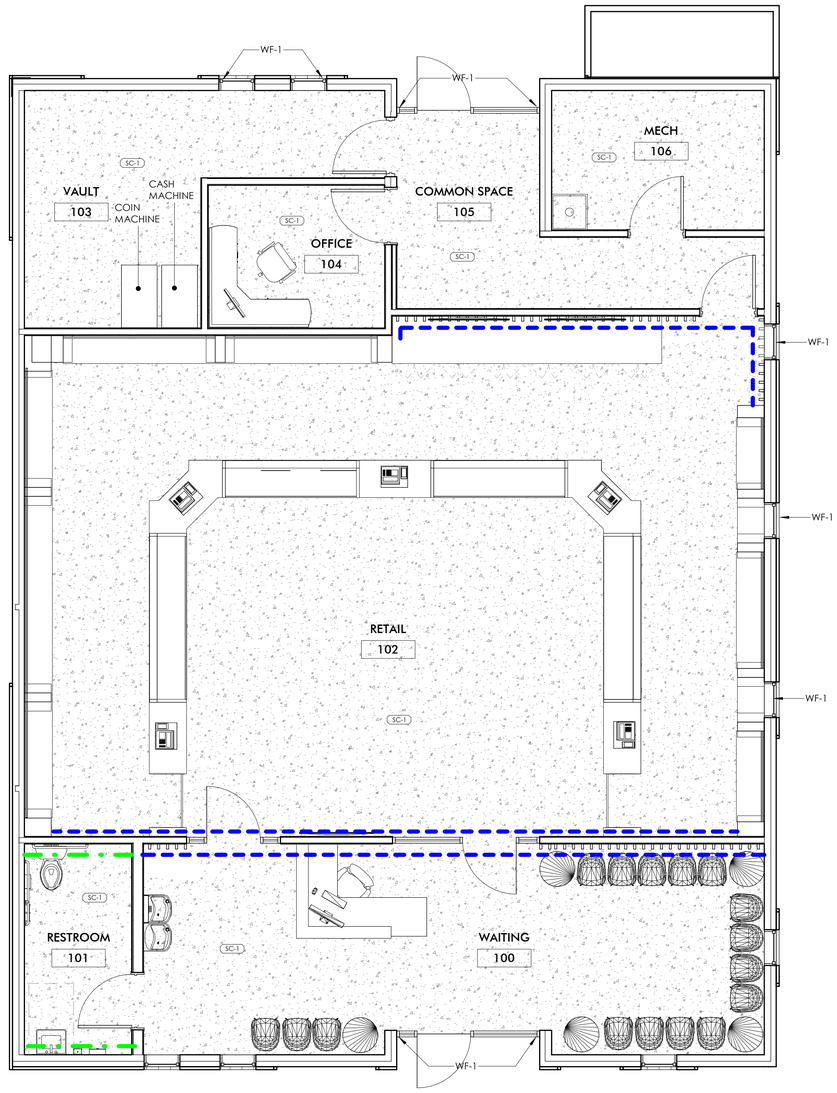
FINISH SCHEDULE KEY

CODE	MATERIAL	MANUFACTURER	STYLE	SIZE	COLOR	FLAME SPREAD RATING	CONTACT INFO	NOTES
ACP-1	ACOUSTICAL CEILING PANEL	AMSTRONG CEILING	OPTIMA LAY-IN TEGULAR	24' X 24"	WHITE	-	-	PROVIDE WITH 15/16" PRELUDGE GRID
FRP-1	FIBERFGLASS REINFORCED PLASTIC	MARLITE	PEBBLED		9 100 WHITE			
IPS-1	PAINT (TO MATCH)	SHERWIN WILLIAMS	EGGSHELL	-	SW 7004 SNOWBOUND	-	-	WALLS: PRO MAR PREMER AND PROMAR 200
IPS-2	PAINT (TO MATCH)	SHERWIN WILLIAMS	SEMI-GLOSS	-	SW 6990 CAVIAR	-	-	HOLLOW METAL INTERIOR DOORS: EMERALD URETHANE TRIM ENAMEL
IPS-3	PAINT (TO MATCH)	SHERWIN WILLIAMS	EGGSHELL	-	SW 6990 CAVIAR	-	-	WALLS: PRO MAR PREMER AND PROMAR 200
IPS-4	PAINT (TO MATCH)	SHERWIN WILLIAMS	FLAT	-	SW 7006 EXTRA WHITE	-	-	CEILING
IPS-5	PAINT (TO MATCH)	SHERWIN WILLIAMS	FLAT	-	SW 6990 CAVIAR	-	-	CEILING
PL-1	PLASTIC LAMINATE	-	-	-	-	-	-	TO BE SELECTED BY OWNER
PT-1	PORCELAIN TILE	VIRGINA TILE - CROSSVILLE INC.	COLOR BY NUMBERS	4" X 12"	TEA FOR TWO	-	LISA MCCLEAN: LISA.MCCLEAN@VIRGINATILE.COM	VERTICAL 1/3" OFFSET INSTALLATION
RB-1	RUBBER BASE	-	-	-	-	-	-	TO BE SELECTED BY OWNER
SC-1	SEALED CONCRETE	-	-	-	-	-	-	TO BE SELECTED BY OWNER
SS-1	SOLID SURFACE	-	-	-	-	-	-	TO BE SELECTED BY OWNER
WDV-1	WOOD-VENEER SLATS	TO BE SELECTED IN COORDINATION WITH MILL WORKER STANDERS	1-1/2" W X 3" D WOOD SLATS PLACED 4" APART	-	-	-	-	
WF-1	WINDOW FILM	SOLYX	WHITE SAND MATTE - SX-1409	-	-	-	-	



1 / A130 **FIRST FLOOR FINISH PLAN**
1/4" = 1'-0"

ON ALL FINISH PLANS, NORTH IS TO BE ASSUMED DIRECTLY STRAIGHT UP ON THE FLOOR PLAN TO CORRELATE WITH WALL FINISH LOCATIONS

FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR	BASE	WALL				CEILING	MILLWORK		NOTES
				NORTH	EAST	SOUTH	WEST		CABINET	TOP	
100	WAITING	SC-1	RB-1	IPS-3	IPS-1	IPS-1	IPS-1	IPS-4	PL-1	SS-1	
101	RESTROOM	SC-1	RB-1	PT-1	IPS-1	PT-1	IPS-1	IPS-4			
102	RETAIL	SC-1	RB-1	IPS-1 & IPS-3	IPS-1 & IPS-3	IPS-3	IPS-1	IPS-5	PL-1	SS-1	SEE ELEVATIONS
103	VAULT	SC-1	RB-1	IPS-1	IPS-1	IPS-1	IPS-1	ACP-1			
104	OFFICE	SC-1	RB-1	IPS-1	IPS-1	IPS-1	IPS-1	ACP-1			
105	COMMON SPACE	SC-1	RB-1	IPS-1	IPS-1	IPS-1	IPS-1	ACP-1			
106	MECH	SC-1	RB-1	FRP-1	FRP-1	FRP-1	FRP-1	IPS-4			

ON ALL FINISH PLANS, NORTH IS TO BE ASSUMED DIRECTLY STRAIGHT UP ON THE FLOOR PLAN TO CORRELATE WITH WALL FINISH LOCATIONS

GENERAL NOTES

1. ALL FURNITURE IS SHOWN FOR REFERENCE AND SCALE ONLY, ALL FINAL FURNITURE SELECTION IS TO BE BY OWNER
2. PRIME AND PAINT ALL SURFACES WITH A MINIMUM (2) FINISH COATS.
3. ALL BATHROOM WET WALLS ARE TO BE PORCELAIN TILE FROM FLOOR TO CEILING. PROVIDE CEMENT BACKER BOARD BEHIND ALL PORCELAIN TILE WALLS.
4. DISPLAY CASES ARE TO BE PROVIDED BY THE OWNER
5. AFTER REMOVING EXISTING FLOORING, GRIND CONCRETE OR REPLACE SUBFLOOR AS REQUIRED TO PROVIDE A LEVEL SURFACE FOR THE NEW FLOORING
6. SEE EXTERIOR ELEVATIONS FOR EXTERIOR MATERIALS
7. TRANSITIONS TO BE MANUFACTURED FROM SCHLUTER SYSTEMS U.N.O. IN __ FINISH IN THE APPROPRIATE THICKNESS FOR THE ADJACENT MATERIALS
8. GROUT FOR PT-1 TO BE TEC CHARCOAL GRAY IN COLOR
9. CABINET PULLS TO BE BY OWNER
10. GROMMETS ARE TO BE BLACK IN COLOR, COORDINATE ALL LOCATIONS WITH OWNER. PLACE AT ALL POS STATIONS.
11. METAL LOCKER COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
12. ALL METAL COUNTERTOP SUPPORTS TO BE FIELD PAINTED TO MATCH SURROUNDING WALL FINISH (IN ALKYD, SEMI-GLOSS PAINT FINISH)
13. ALL EXPOSED METAL ELEC./MECH. ITEMS IN OCCUPIED SPACES TO BE FIELD-PAINTED TO MATCH SURROUNDING WALL FINISH
14. BULKHEADS TO BE PAINTED TO MATCH SURROUNDING WALLS ON FACE AND UNDERSIDE U.N.O
15. INSTALL WINDOW FILM(WF-1) ON ALL GLAZING. SEE ELEVATIONS AND WALL FINISH PLAN FOR LOCATIONS
16. ALL SOLID SURFACE COUNTERTOPS AND BACKSPLASHES TO HAVE MITERED, FINISHED EASED EDGES
17. ALL CONCEALED SUPPORT BRACKETS TO BE A&M HARDWARE C/EC FLAT CONCEALED BRACKETS IN APPROPRIATE SIZE - BASIS OF DESIGN
18. WINDOW SILLS TO BE PAINTED IPS-2
19. PAINT CONDUIT, PIPING, JUNCTION BOXES, DUCTWORK AND OTHER EXPOSED UTILITIES TO MATCH CEILING PAINT, OTHER THAN IN MECHANICAL AND ELECTRICAL ROOMS U.N.O.
20. SUBMIT 9"X9" SAMPLES FOR APPROVAL ON ALL FINISHES PRIOR TO ORDERING
21. REFER TO FINISH PLANS AND ELEVATIONS FOR ACCENT WALL LOCATIONS AND MULTIPLE FINISH LOCATIONS
22. REFER TO ALL INTERIOR FINISH NOTES AND INTERIOR DRAWINGS INCLUDING PLANS, ELEVATIONS AND DETAILS FOR COMPLETE INTERIORS INFORMATION
23. CONDUCT MOISTURE TESTS ON ALL CONCRETE SLABS WHERE FINISH MATERIALS ARE SCHEDULED. RECORD PASSING MOISTURE LEVELS PRIOR TO START OF INSTALLATION. REFERENCE MANUFACTURERS INSTALLATION SPECIFICATIONS FOR EACH FLOOR FINISH TYPE TO VERIFY REQUIREMENTS
24. WHERE SPECIFIED, PROVIDE CONTINUOUS LENGTH OF RUBBER WALL BASE WITH FIELD FORMED CORNERS, U.N.O.
25. PROVIDE A SMOOTH LEVEL 4 DRYWALL FINISH ON ALL GYPSUM WALLS U.N.O.
26. ALL JANITOR CLOSETS OR ROOMS WITH A MOP SINK OR SERVICE SINK TO HAVE FIBER REINFORCED PANEL UP TO A HEIGHT OF 4'-0" A.F.F. WITHIN 4' OF FIXTURE

FINISH PLAN LEGEND

IPS-2

PT-1

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PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
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FINISH PLAN & SCHEDULE

A130

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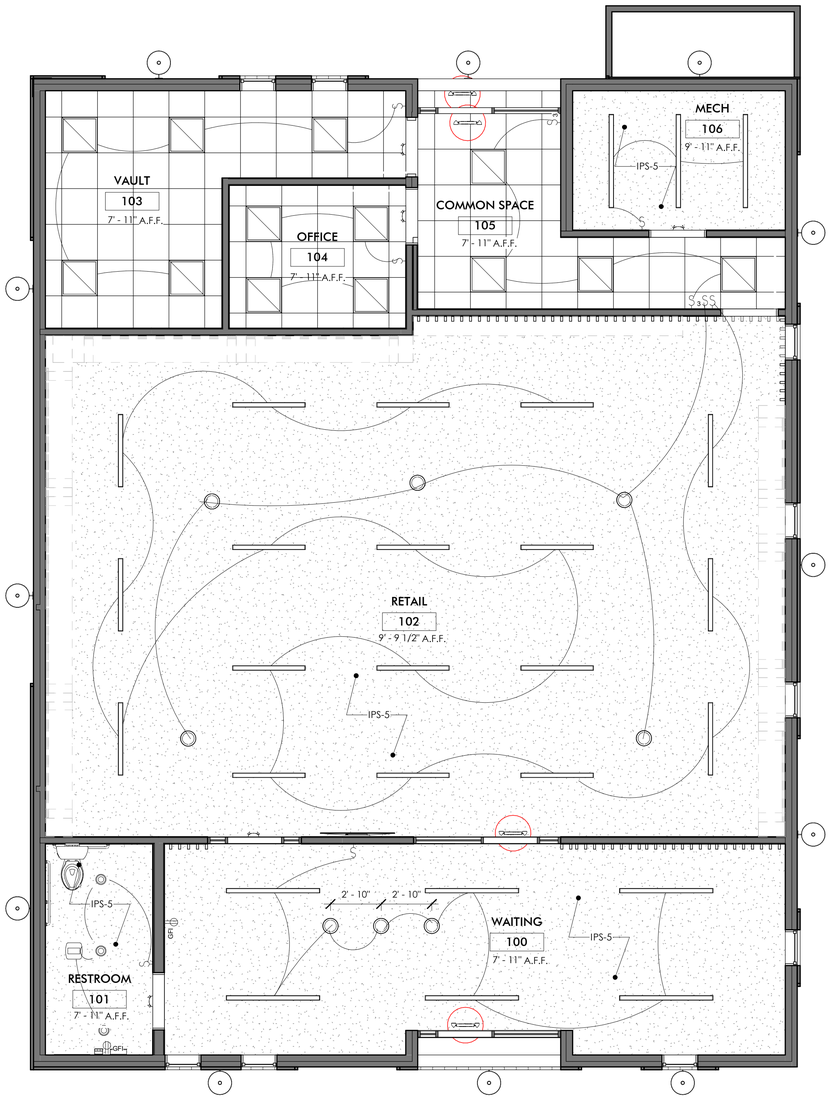
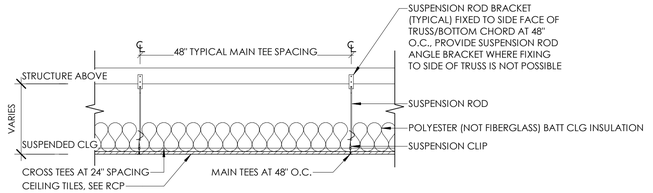
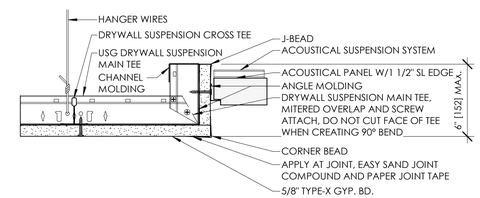


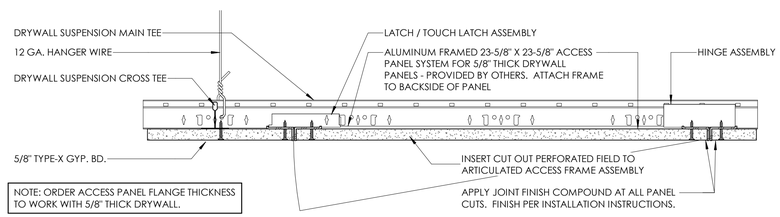
1 A200 **FIRST FLOOR REFLECTED CEILING PLAN**
1/4" = 1'-0"



4 A200 **TYPICAL SUSPENDED CEILING**
1 1/2" = 1'-0"



3 A200 **GYP. BD. TO ACT DETAIL**
3" = 1'-0"



NOTE: ORDER ACCESS PANEL FLANGE THICKNESS TO WORK WITH 5/8" THICK DRYWALL.

2 A200 **ACCESS PANEL DETAIL**
3" = 1'-0"

REFLECTED CEILING GENERAL NOTES

1. ALL LIGHT SWITCHES SHALL BE SILENT TYPE, 20 AMP, WHITE COLOR WITH WHITE COVER PLATES.
2. ALL NEW LIGHT FIXTURES TO BE LED. FIXTURES AND LAYOUT ARE SHOWN SCHEMATICALLY.
3. ALL CEILING HEIGHTS TO BE _____UNLESS NOTED OTHERWISE
4. IF CEILING HEIGHTS ARE NOT CALLED OUT, THEN THE CEILING IS EXISTING OR SHALL BE EXPOSED TO THE EXISTING STRUCTURE ABOVE. CONFIRM WITH ARCHITECT
5. COORDINATE LIGHT FIXTURE, MECHANICAL, PLUMBING, ALONG WITH ANY OTHER SYSTEMS AS REQUIRED TO NOT INTERFERE WITH ONE ANOTHER.
6. ALL LIGHT FIXTURES AND HVAC SHALL BE CENTERED IN ALL ROOMS, 2x2 CEILING GRIDS, CLOUDS OR BETWEEN OTHER ELEMENTS OR EQUALLY SPACED UNLESS NOTED OTHERWISE.
7. ALL 2X2 CEILING GRIDS TO BE CENTERED IN ROOM UNLESS NOTED OTHERWISE. NO PANEL SHALL BE LESS THAN 4" WIDE
8. SEE MEP PLANS FOR ADDITIONAL MECHANICAL, ELECTRICAL, AND PLUMBING NOTES.
9. REPLACE ANY CEILING TILES IN CEILINGS THAT ARE TO REMAIN.
10. ALL BULKHEAD HEIGHTS AT NON-CABINETRY LOCATIONS TO BE ____ UNLESS NOTED OTHERWISE. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL BULKHEAD HEIGHTS
11. REFER TO INTERIOR ELEVATIONS AND RCP FOR UNDER CABINET LIGHTING LOCATIONS.
12. REFER TO ROOM FINISH KEY AND SCHEDULE FOR ACP DESIGNATIONS
13. ALL DIMENSIONS ARE FROM CENTER LINE OF FIXTURE TO FINISHED FACE OF WALL
14. PATCH AND REPAIR EXISTING CEILING AS REQUIRED THAT WAS DISTURBED DURING DEMOLITION AND/OR NEW CONSTRUCTION ACTIVITIES. PATCH AND REPAIR TO MATCH EXISTING ADJACENT CONSTRUCTION, SUPPORT SYSTEM, CEILING FINISH, PATTERN AND ELEVATION.

REFLECTED CEILING LEGEND

- EXISTING 2X2 CEILING TILES & GRID. SEE FINISH SCHEDULE FOR TYPE
- NEW 2X2 CEILING TILES & GRID. SEE FINISH SCHEDULE FOR TYPE
- GYP. BD. CEILING
- EXPOSED CEILING TO STRUCTURE
- LINES OF CASEWORK BELOW

LIGHT FIXTURE LEGEND

*ALL FIXTURES SHOWN ARE TO BE A BASIS OF DESIGN. EQUAL EQUIVALENTS ARE ACCEPTED.

TAG	SYMBOL	MANUFACTURER & DESCRIPTION	MODEL / COLOR
A		LITHONIA 6" CYLINDER CAN LIGHT	LDN6 CYLINDER SERIES / BLACK IN COLOR
B		LITHONIA 6" RECESSED CAN LIGHT OR WALL WASH	LDN6 / COLOR TO MATCH CEILING
C		BEACH LIGHTING ULTRA SLIM LED UNDERCABINET LIGHT	BEA380917 / BLACK IN COLOR
D		POWERLED SURFACE UNDERCABINET PUCK LIGHT	DLS472984 / BLACK IN COLOR
E		LITHONIA HIGH BAY LED LIGHT FIXTURE	JCBL / SILVER IN COLOR
F		BROAN EXHAUST FAN WITH LED LIGHT, 110 CFM	NUTONE FLEX SERIES / WHITE IN COLOR
G		LITHONIA EMERGENCY LIGHT	ELM6L / WHITE IN COLOR
H		LITHONIA EXIT-UNIT COMBO	LHQM LED / WHITE IN COLOR
I		BROWNLEE LIGHTING VANITY LIGHT	FLOW SQ / SILVER IN COLOR
J		LITHONIA LED FLAT PANEL 2'X2' OR 2'X4' LED FIXTURE	CPX / WHITE IN COLOR
K		MARK ARCHITECTURAL LIGHTING, 4' LED RECESSED STRIP LIGHT	SLOT 4 RECESSED / COLOR TO MATCH CEILING

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REFLECTED CEILING PLAN AND DETAILS

A200

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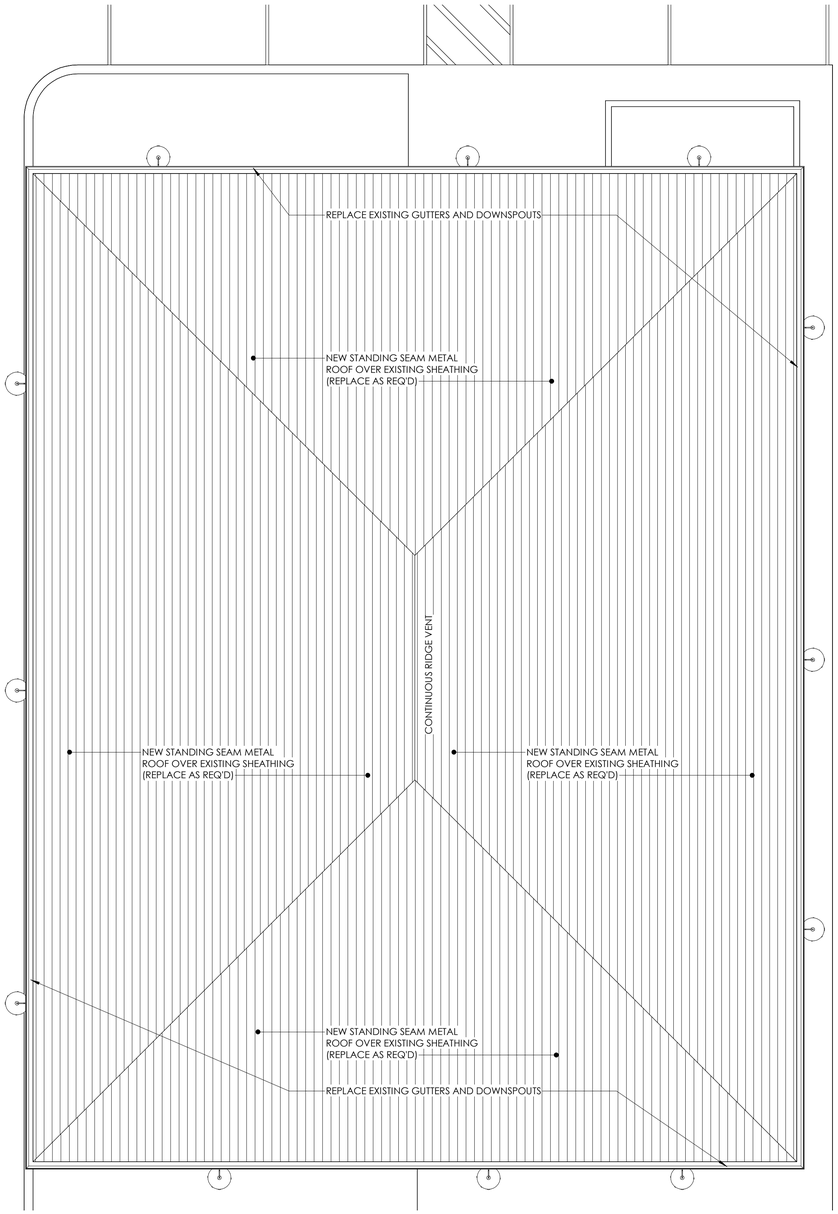
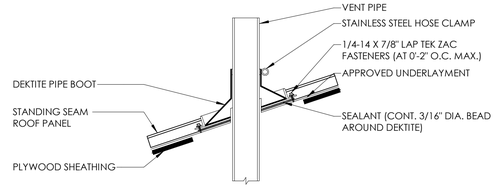
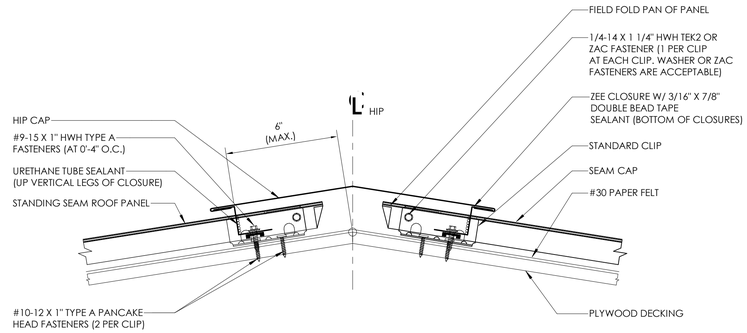


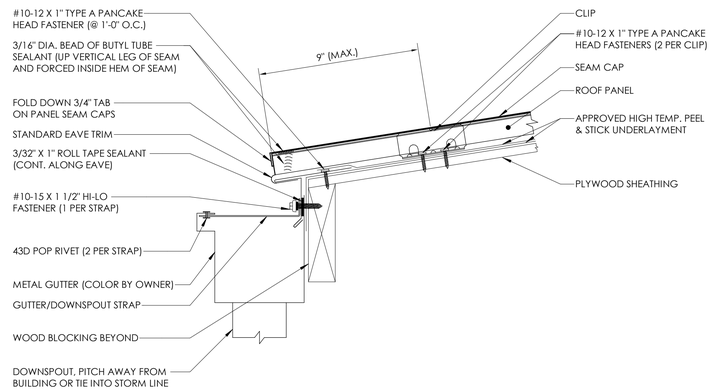
1 A210 ROOF PLAN
1/4" = 1'-0"



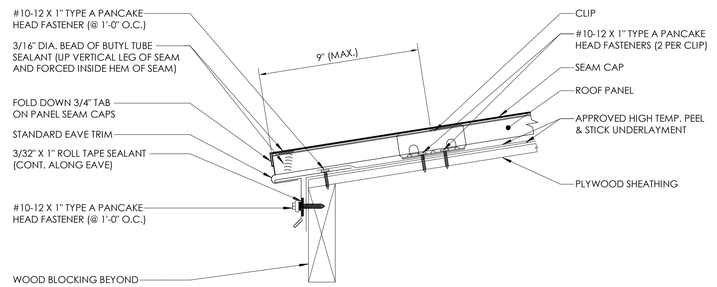
5 A210 PIPE PENETRATION
1 1/2" = 1'-0"



4 A210 HIP DETAIL
3" = 1'-0"



3 A210 EAVE DETAIL GUTTER
3" = 1'-0"



2 A210 EAVE DETAIL
3" = 1'-0"

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ROOF PLAN AND DETAILS

A210

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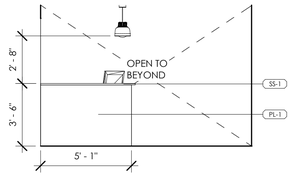
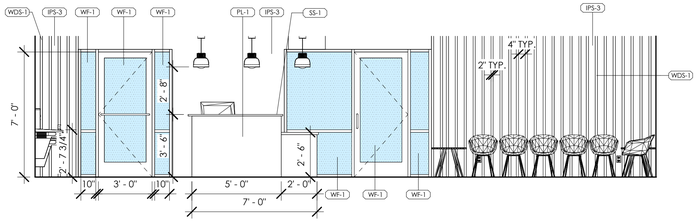
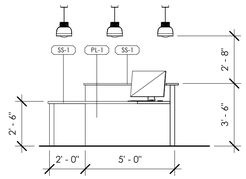


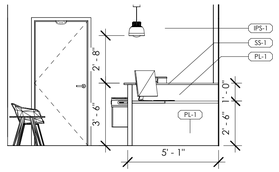
1 A300 **100 WAITING -E**
1/4" = 1'-0"



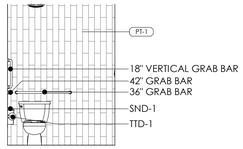
2 A300 **100 WAITING - N**
1/4" = 1'-0"



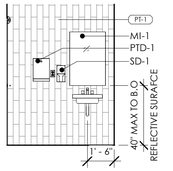
3 A300 **100 WAITING -S**
1/4" = 1'-0"



4 A300 **100 WAITING - W**
1/4" = 1'-0"



5 A300 **103 RESTROOM - N**
1/4" = 1'-0"



6 A300 **103 RESTROOM - S**
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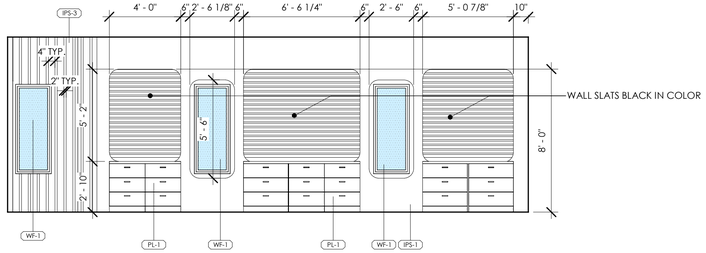
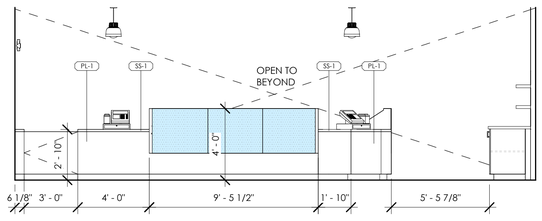
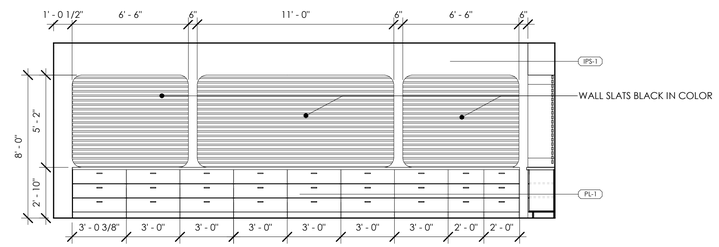


7 A300 **105 RETAIL - E-1**
1/4" = 1'-0"



8 A300 **105 RETAIL - W-1**
1/4" = 1'-0"



9 A300 **105 RETAIL - W-2**
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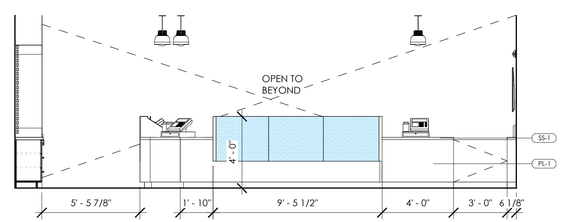
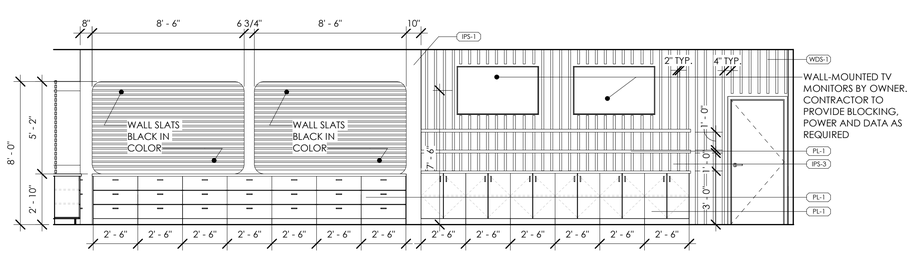
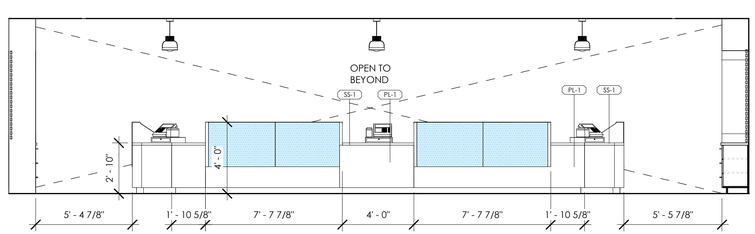


10 A300 **105 RETAIL - E-2**
1/4" = 1'-0"



11 A300 **105 RETAIL - N**
1/4" = 1'-0"



12 A300 **105 RETAIL - S**
1/4" = 1'-0"

GENERAL NOTES

1. REFER TO ROOM FINISH SCHEDULE FOR BASE DESIGNATIONS
2. ACTUAL GROMMET LOCATIONS TO BE DETERMINED BY OWNER, SEE ROOM FINISH SCHEDULE FOR GROMMET COLORS. PROVIDE GROMMETS AT ALL KNEE SPACE LOCATIONS
3. PROVIDE FILLER PIECES AT CASEWORK AS REQUIRED
4. LAMINATE ALL VISIBLE SURFACES OF CASEWORK TYP.
5. DRAWERS LABELED "FILES" ARE TO HAVE STEEL RAILS FOR HANGING FILES, (2) PER DRAWER. FILES SHOULD HANG PERPENDICULAR TO DRAWER FACE IF LESS THAN 15" WIDE AND PARALLEL TO DRAWER IF GREATER THAN 15" WIDE
6. ALL UPPER CABINETS TO BE 15" DEEP UNLESS NOTED OTHERWISE
7. PROVIDE INSULATED PIPE WRAP ON ALL EXPOSED PIPING.
8. SEE SHEET T002 FOR ACCESSORY MOUNTING HEIGHTS UNLESS SHOWN OTHERWISE
9. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS
10. WHERE A SPECIFIED BRACKET IS NOT INDICATED PROVIDE METAL BRACKETS AS REQUIRED TO SUPPORT COUNTERS AND SHELVES. BRACKETS SHOULD BE LOCATED AT ANY UNSUPPORTED LENGTH GREATER THAN 36". PAINT BRACKETS TO MATCH ADJACENT WALL
11. REFER TO SHEET T003 FOR TOILET ROOM ACCESSORIES AND THEIR DESIGNATIONS
12. PROVIDE BLOCKING IN WALLS WHERE NECESSARY. THESE LOCATIONS CONSIST OF, BUT ARE NOT LIMITED TO THE FOLLOWING: TOILET ACCESSORIES, TACKBOARDS, HANDRAILS, WALL MOUNTED EQUIPMENT AND OWNER DESIGNATED EQUIPMENT LOCATIONS.
13. ALL EXPOSED EXTERIOR SURFACES OF CASEWORK TO BE FINISHED TO MATCH THE CASEWORK
14. PAINT GRILLES AND DIFFUSERS TO MATCH ADJACENT WALL
15. COORDINATE ALL CABINETRY SIZES WITH APPLIANCES
16. ALL DIMENSIONS ARE FROM FINISHED FACE TO FINISHED FACE UNLESS INDICATED OTHERWISE

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INTERIOR ELEVATIONS

A300

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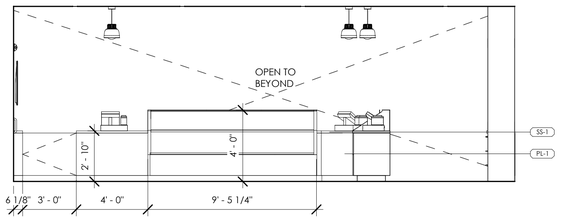
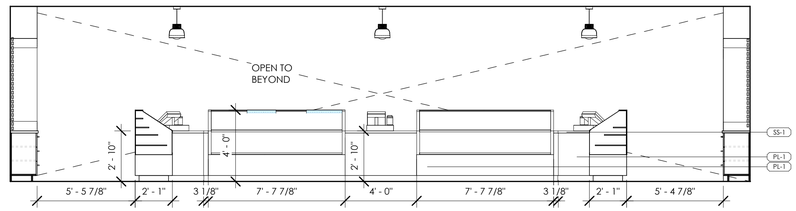
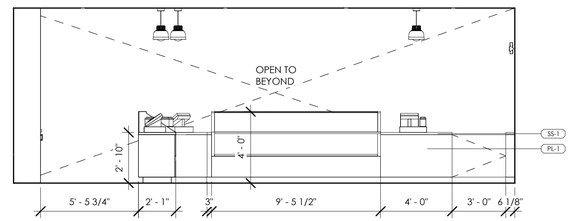


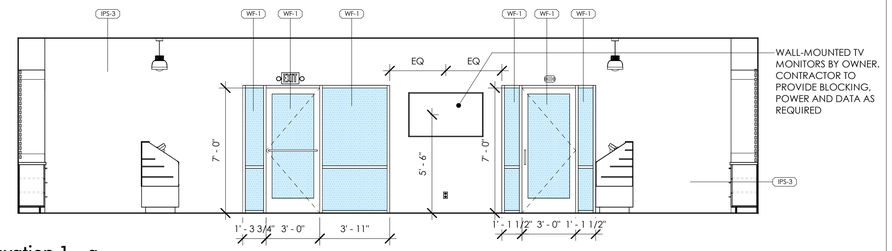
1 A301 **1 - b**
1/4" = 1'-0"



2 A301 **1 - c**
1/4" = 1'-0"



3 A301 **1 - d**
1/4" = 1'-0"



4 A301 **Elevation 1 - a**
1/4" = 1'-0"

GENERAL NOTES

1. REFER TO ROOM FINISH SCHEDULE FOR BASE DESIGNATIONS
2. ACTUAL GROMMET LOCATIONS TO BE DETERMINED BY OWNER, SEE ROOM FINISH SCHEDULE FOR GROMMET COLORS. PROVIDE GROMMETS AT ALL KNEE SPACE LOCATIONS
3. PROVIDE FILLER PIECES AT CASEWORK AS REQUIRED
4. LAMINATE ALL VISIBLE SURFACES OF CASEWORK TYP.
5. DRAWERS LABELED "FILES" ARE TO HAVE STEEL RAILS FOR HANGING FILES, (2) PER DRAWER. FILES SHOULD HANG PERPENDICULAR TO DRAWER FACE IF LESS THAN 15" WIDE AND PARALLEL TO DRAWER IF GREATER THAN 15" WIDE
6. ALL UPPER CABINETS TO BE 15" DEEP UNLESS NOTED OTHERWISE
7. PROVIDE INSULATED PIPE WRAP ON ALL EXPOSED PIPING.
8. SEE SHEET T002 FOR ACCESSORY MOUNTING HEIGHTS UNLESS SHOWN OTHERWISE
9. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS
10. WHERE A SPECIFIED BRACKET IS NOT INDICATED PROVIDE METAL BRACKETS AS REQUIRED TO SUPPORT COUNTERS AND SHELVES. BRACKETS SHOULD BE LOCATED AT ANY UNSUPPORTED LENGTH GREATER THAN 36". PAINT BRACKETS TO MATCH ADJACENT WALL
11. REFER TO SHEET T003 FOR TOILET ROOM ACCESSORIES AND THEIR DESIGNATIONS
12. PROVIDE BLOCKING IN WALLS WHERE NECESSARY. THESE LOCATIONS CONSIST OF, BUT ARE NOT LIMITED TO THE FOLLOWING: TOILET ACCESSORIES, TACKBOARDS, HANDRAILS, WALL MOUNTED EQUIPMENT AND OWNER DESIGNATED EQUIPMENT LOCATIONS.
13. ALL EXPOSED EXTERIOR SURFACES OF CASEWORK TO BE FINISHED TO MATCH THE CASEWORK
14. PAINT GRILLES AND DIFFUSERS TO MATCH ADJACENT WALL
15. COORDINATE ALL CABINETRY SIZES WITH APPLIANCES
16. ALL DIMENSIONS ARE FROM FINISHED FACE TO FINISHED FACE UNLESS INDICATED OTHERWISE

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SMOK CANNABIS
PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
ABRO BROTHERS INC

ISSUE
SITE PLAN APPROVAL

REVISION

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PROJECT NUMBER
2023.054

INTERIOR ELEVATIONS

A301

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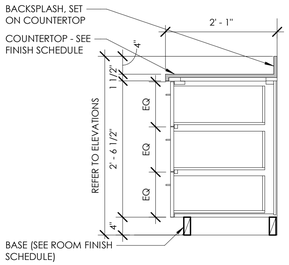
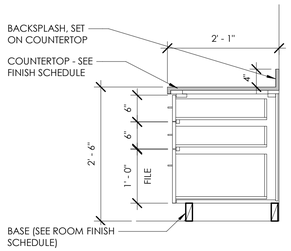
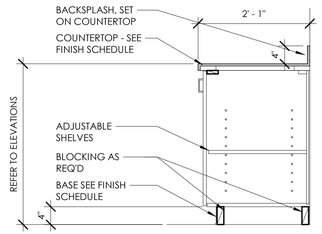


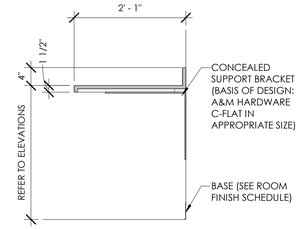
1 A310 BASE - 3 EQ DRAWER
3/4" = 1'-0"



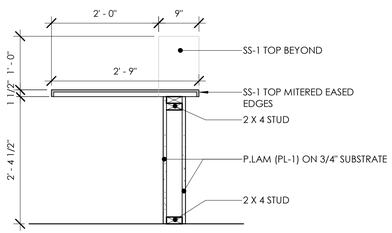
2 A310 BASE - DESK FILE
3/4" = 1'-0"



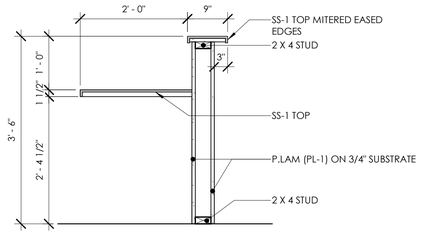
3 A310 BASE - DOOR
3/4" = 1'-0"



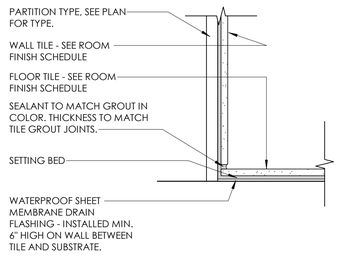
4 A310 COUNTER SECTION
3/4" = 1'-0"



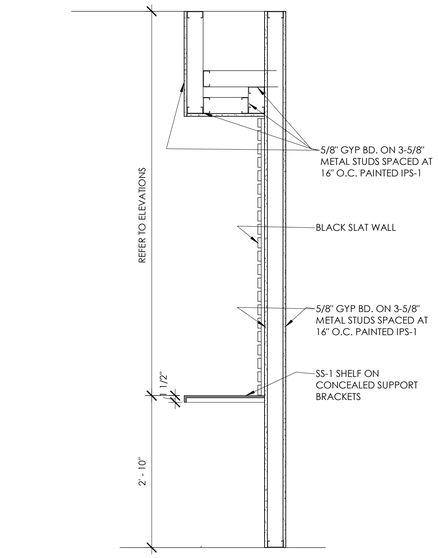
5 A310 RECEPTION DESK DETAIL - WOOD 1
3/4" = 1'-0"



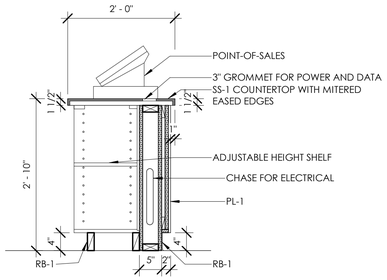
6 A310 RECEPTION DESK DETAIL - WOOD 2
3/4" = 1'-0"



7 A310 CERAMIC TILE BASE
3" = 1'-0"



8 A310 BACK COUNTER
3/4" = 1'-0"



9 A310 BASE - POINT-OF-SALES
3/4" = 1'-0"

GENERAL NOTES

1. ALL BASE CABINET DEPTHS TO BE 2'-0" (WALL TO OUTSIDE DOOR FACE) UNLESS NOTED OTHERWISE.
2. ALL WALL CABINET DEPTHS TO BE 1'-3" (WALL TO DOOR FACE) UNLESS NOTED OTHERWISE
3. ALL COUNTERTOP DEPTHS TO BE 2'-1" UNLESS NOTED OTHERWISE. COUNTERS TO EXTEND 1" BEYOND OPEN END EDGE OF MILLWORK UNLESS NOTED OTHERWISE
4. REFER TO INTERIOR ELEVATIONS FOR DIMENSIONS OF ALL CABINETRY
5. REFER TO FINISH SCHEDULES FOR MILLWORK FINISH
6. REFER TO FINISH SCHEDULES FOR COUNTERTOP MATERIAL AND FINISH
7. ALL BASE CABINETS TO HAVE A SINGLE SHELF UNLESS NOTED OTHERWISE
8. ALL WALL/VALANCE CABINETS LESS THAN 2'-0" IN HEIGHT TO HAVE A SINGLE SHELF, AND GREATER THAN 2'-0" IN HEIGHT TO HAVE TWO SHELVES, UNLESS NOTED OTHERWISE
9. ALL SHELVES TO BE ADJUSTABLE UNLESS NOTED OTHERWISE
10. REFER TO INTERIOR ELEVATION FOR INDICATION OF LOCKABLE CABINETS
11. REFER TO INTERIOR ELEVATIONS FOR DOOR SWINGS
12. ALL WALL CABINETS TO BE MOUNTED 7'-6" AFF TO TOP OF CABINET UNLESS NOTED OTHERWISE
13. DOOR HANDLE PULLS ARE SHOWN FOR GRAPHICAL REFERENCE ONLY. REFER TO ROOM FINISH SCHEDULE
14. ALL BASE DRAWERS/ APRONS ARE 6" UNLESS NOTED OTHERWISE
15. ALL SPLASHES ARE 4" UNLESS NOTED OTHERWISE
16. ALL EXPOSED EXTERIOR SURFACES OF CASEWORK TO BE FINISHED TO MATCH THE CASEWORK

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INTERIOR DETAILS

A310

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DOOR SCHEDULE

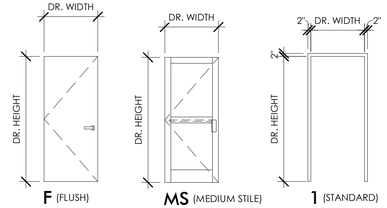
DOOR NUMBER	ROOM NUMBER	ROOM NAME	NEW OR EXIST	DOOR TYPE	FIRE RATING	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	DOOR SIZE THICKNESS	DOOR MAT'L	DOOR FINISH	DOOR FRAME TYPE	DOOR FRAME MAT'L	DOOR FRAME FINISH	DOOR FRAME DETAILS HEAD	DOOR FRAME DETAILS JAMB	DOOR FRAME DETAILS SILL	HDWR SET	COMMENTS
FIRST FLOOR																		
100	100	WAITING		MS		3' - 0"	7' - 0"	1 3/4"	ALUM	IPS-2	1	ALUM	IPS-2	5/A400	5/A400	5/A400		
101	101	RESTROOM		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
102	102	RETAIL		MS		3' - 0"	7' - 0"	1 3/4"	ALUM	IPS-2	1	ALUM	IPS-2	5/A400	5/A400	5/A400		
103	103	VAULT		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
103	100	WAITING		MS		3' - 0"	7' - 0"	1 3/4"	ALUM	IPS-2	1	ALUM	IPS-2	5/A400	5/A400	5/A400		
104	104	OFFICE		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
104	105	COMMON SPACE		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
105	106	MECH		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
106	102	RETAIL		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
106	105	COMMON SPACE		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
107	103	VAULT		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
108	101	RESTROOM		F		3' - 0"	7' - 0"	1 3/4"	WOOD	IPS-2	1	H.M.	IPS-2	1/A400	2/A400			
108	105	COMMON SPACE		MS		3' - 0"	7' - 0"	1 3/4"	ALUM	IPS-2	1	ALUM	IPS-2	5/A400	5/A400	5/A400		
112	105	COMMON SPACE		MS		3' - 0"	7' - 0"	1 3/4"	ALUM	IPS-2	1	ALUM	IPS-2	5/A400	5/A400	5/A400		

ABBREVIATIONS

WOOD - WOOD VENEER ON SOLID CORE WOOD DOOR
H.M. - HOLLOW METAL
PT - INTERIOR PAINT SYSTEM
EXIST - EXISTING
ALUM - ALUMINUM
FS - ROLLING FIRE SHUTTER
SCD - SOLID CORE DOOR
AE - AUTOMATIC ENTRY DOORS
WD - WOOD VENEER

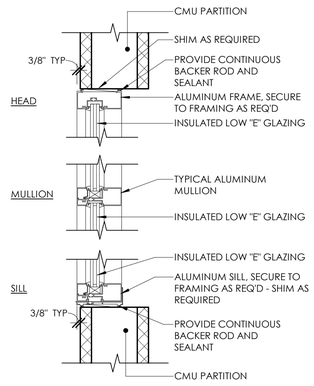
GENERAL NOTES

1. REFER TO DOOR SCHEDULE FOR HEIGHTS, WIDTHS AND GLAZING TYPES.
2. ALL HARDWARE TO BE ADA COMPLIANT LEVER HARDWARE.
3. ALL EXTERIOR AND RATED DOORS ARE TO HAVE ADA COMPLIANT SILLS WITH MAX THRESHOLDS OF 1/2"

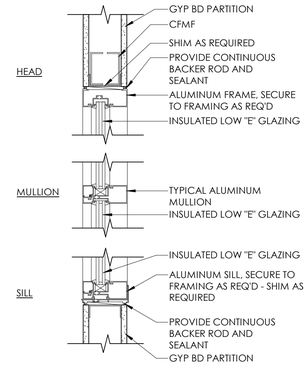


DOOR AND FRAME TYPES

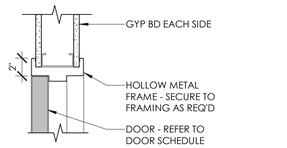
NOTE: REFER TO DOOR SCHEDULE FOR HEIGHTS / WIDTHS AND GLAZING TYPE



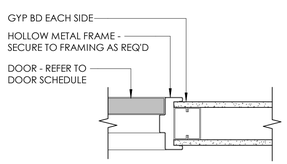
6 A400 **ALUM WINDOW DETAIL - CMU**
1 1/2" = 1'-0"



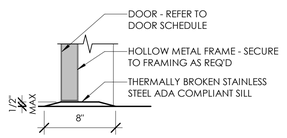
7 A400 **ALUM WINDOW DETAIL - GYP BD**
1 1/2" = 1'-0"



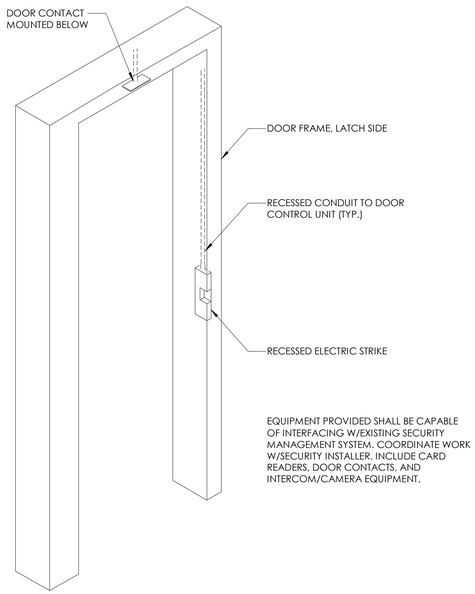
1 A400 **HEAD DETAIL - H.M. GYP BD**
1 1/2" = 1'-0"



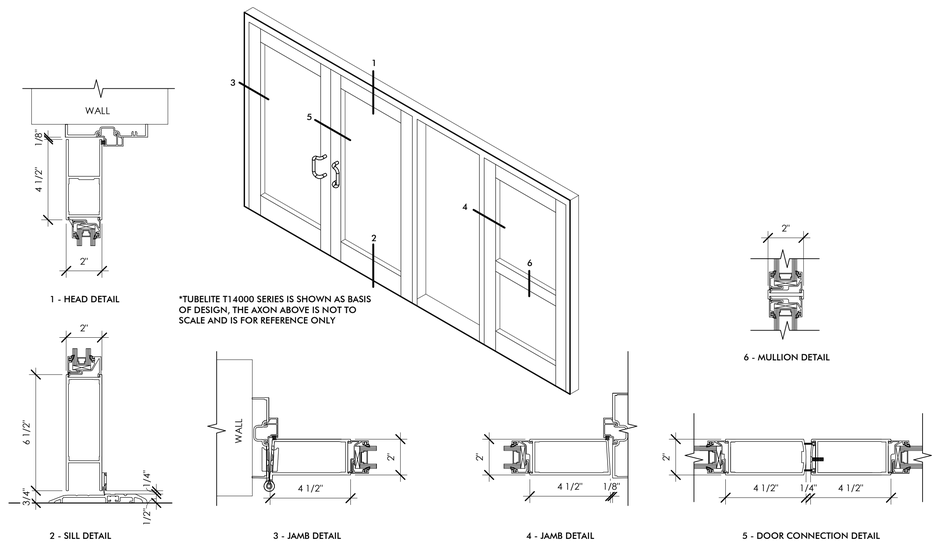
2 A400 **JAMB DETAIL - H.M. GYP. BD.**
1 1/2" = 1'-0"



3 A400 **SILL DETAIL - H.M. FRAME**
1 1/2" = 1'-0"



4 A400 **DOOR ACCESS CONTROL INSTALL**
12" = 1'-0"



5 A400 **ALUM DOOR DETAILS**
3" = 1'-0"

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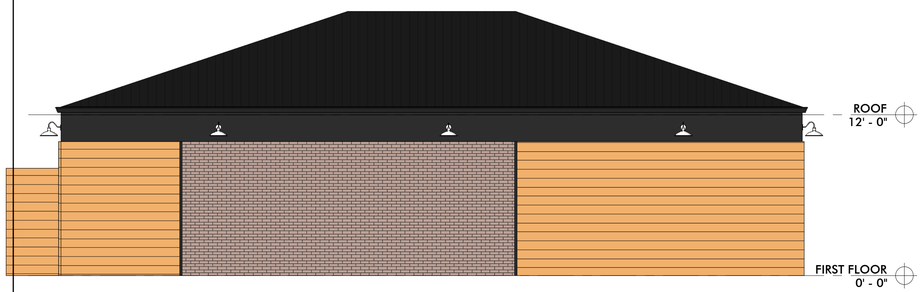
DOOR AND WINDOW SCHEDULE AND DETAILS
A400

3 A500 **EAST ELEVATION**
3/16" = 1'-0"

1 A500 **NORTH ELEVATION**
3/16" = 1'-0"



4 A500 **WEST ELEVATION**
3/16" = 1'-0"

2 A500 **SOUTH ELEVATION**
3/16" = 1'-0"

GENERAL NOTES

1. REFER TO MATERIAL LEGEND FOR EXTERIOR FINISH PANEL TYPES AND COLOR.
2. REFER TO MATERIAL LEGEND FOR ROOF TYPES AND COLOR.
3. ALL GLAZING SHALL BE LOW-E GLASS. TINT TO BE RECOMMENDED BY MANUFACTURER.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER AND ARCHITECT PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS NEED TO BE APPROVED IN WRITING.

EXTERIOR ELEVATION SYMBOL LEGEND

- CMU
- BRICK
- STONE
- SIDING / METAL SIDING
- METAL ROOFING
- ASPHALT ROOFING
- KNOT WOOD

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EXTERIOR ELEVATIONS

A500

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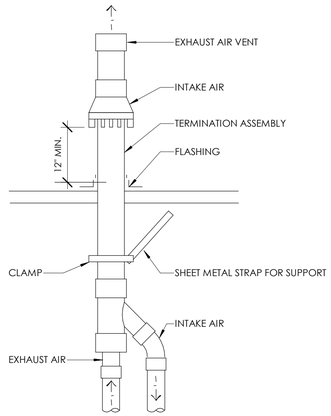
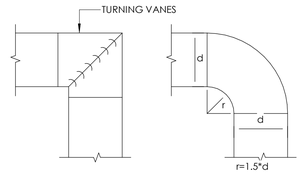
MECHANICAL SPECIFICATIONS AND GENERAL REQUIREMENTS

1. IT IS UNDERSTOOD AND AGREED BY THE INSTALLER THAT WORK HEREIN DESCRIBED SHALL BE COMPLETE IN EVERY DETAIL, EVEN THOUGH EVERY ITEM INVOLVED IS NOT PARTICULARLY MENTIONED. INSTALLER SHALL BE HELD TO PROVIDE ALL LABOR AND MATERIALS NECESSARY FOR THE WORK INTENDED AND DESCRIBED FOR A COMPLETE AND OPERATIONAL SYSTEM. SUCH MATERIALS SHALL INCLUDE PIPING, VALVES, TRAPS, GAUGES, CONTROLS, ETC. THIS ALSO INCLUDES EQUIPMENT REQUIRED BY STATE AND LOCAL CODES.
2. ALL WORK AND EQUIPMENT PROVIDED AND PERFORMED ON THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE LAWS, CODES, ETC OF ANY AND ALL AUTHORITIES HAVING JURISDICTION INCLUDING, BUT NOT LIMITED TO: MICHIGAN MECHANICAL CODE - 2015, MICHIGAN PLUMBING CODE - 2015, MICHIGAN BUILDING CODE - 2015, MICHIGAN UNIFORM ENERGY CODE (ASHRAE 90.1-2013). THE LOCAL FIRE MARSHAL, UNDERWRITERS LABORATORIES, IRI, FM, NATIONAL ELECTRICAL CODE, LOCAL HEALTH DEPARTMENT, OSHA, MIOSHA. ANY MODIFICATIONS REQUIRED BY ANY OF THE ABOVE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER. WHERE THE CONTRACT DOCUMENTS EXCEED THE CODE REQUIREMENTS, THE CONTRACT DOCUMENTS SHALL BE FOLLOWED. DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW BEFORE INSTALLATION.
3. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES AS REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION.
4. JOBSITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL HAVE ON SITE A QUALIFIED FOREMAN OVERSEEING ALL ASPECTS OF THE CONSTRUCTION. THE ARCHITECT AND ENGINEER ARE NOT RESPONSIBLE FOR JOBSITE SAFETY.
5. ANY HOISTS, LIFTS, OR SPECIAL EQUIPMENT REQUIRED TO SAFELY COMPLETE THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR UNLESS SPECIFICALLY NOTED ON THE DRAWINGS.
6. THE BID SHALL INCLUDE ALL LABOR AND MATERIALS ESSENTIAL TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM AS DESCRIBED IN THE CONTRACT DOCUMENTS, EVEN THOUGH EVERY ITEM INVOLVED IS NOT PARTICULARLY MENTIONED. SUCH MATERIALS SHALL INCLUDE PIPING, VALVES, TRAPS, GAUGES, CONTROLS, ETC. THIS ALSO INCLUDES EQUIPMENT REQUIRED BY STATE AND LOCAL CODES. IN CASES OF DOUBT AS TO WORK INTENDED THE CONTRACTOR SHALL REQUEST SUPPLEMENTARY INFORMATION AT LEAST FIVE(5) DAYS PRIOR TO BIDDING. ONCE CONTRACT IS AWARDED ANY DISPUTES AS TO THE INTENT OF THE DESIGN SHALL BE RESOLVED AS DIRECTED BY THE ENGINEER AND NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL EQUIPMENT AND MATERIALS WITH ALL OTHER TRADES.
8. CONTRACTOR SHALL NOT PROCEED WITH ANY WORK FOR WHICH ADDITIONAL COMPENSATION IS EXPECTED WITHOUT A WRITTEN CHANGE-ORDER SIGNED BY THE ENGINEER. ADDITIONAL COMPENSATION WILL NOT BE GIVEN WITHOUT A SIGNED, WRITTEN, CHANGE-ORDER. CHANGE-ORDER FORMS MAY BE REQUESTED FROM THE ENGINEER OR CONTRACTOR MAY USE THEIR OWN FORM. CHANGE-ORDER MUST INCLUDE DESCRIPTIION OF CHANGE, REASON FOR CHANGE, AND COST BREAKDOWN SHOWING ITEMIZED MATERIAL COSTS, LABOR TIME AND RATE AND SEPARATELY LISTED OH&P. OH&P FOR CHANGE ORDERS SHALL NOT EXCEED 10%.
9. A SET OF AS-BUILT DOCUMENTS SHALL BE KEPT ON THE JOB SITE, ACCESSIBLE TO ALL TRADES. CONTRACTOR SHALL MAINTAIN THE AS-BUILT DRAWINGS DAILY INDICATING ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS. CONTRACTOR SHALL MAINTAIN COMMUNICATION WITH ALL OTHER TRADES AND REVIEW AS-BUILT DOCUMENTS OF ALL TRADES ON A REGULAR BASIS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL TRADES DURING CONSTRUCTION AND FOR NOTIFYING THE ENGINEER OF ANY CHANGES THAT WILL NEED TO BE MADE AS SOON AS THEY ARE IDENTIFIED.
10. ALL PRODUCTS AND MATERIALS USED SHALL BE NEW AND "BEST OF ITS KIND." PRODUCTS AND MATERIALS SHALL BE PROTECTED FROM CONSTRUCTION AND WEATHER DAMAGE. CONTRACTOR SHALL NOT INSTALL ANY COMPONENT THAT IS DAMAGED, DIRTY, OR SHOWS ANY SIGNS OF CORROSION.
11. THE CONTRACTOR IS RESPONSIBLE, AT HIS OWN COST, FOR WAREHOUSING OF MATERIAL AND EQUIPMENT TO BE INSTALLED ON THIS PROJECT. COORDINATE WITH THE BUILDING OWNER AND/OR GENERAL CONTRACTOR FOR SPACE AVAILABLE ON THE JOB SITE FOR MATERIAL STORAGE.
12. SHOP DRAWINGS SHALL BE SUBMITTED FOR THE ITEMS LISTED BELOW WITHIN 2 WEEKS OF AWARD OF CONTRACT AND A MINIMUM OF 2 WEEKS PRIOR TO INSTALLATION. CONTRACTOR SHALL NOT ORDER EQUIPMENT UNTIL SHOP DRAWINGS HAVE BEEN PROCESSED BY THE ENGINEER. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR AND GENERAL CONTRACTOR PRIOR TO BEING SUBMITTED TO THE ENGINEER. INCLUSION IN SHOP DRAWINGS DOES NOT AUTHORIZE A DEVIATION FROM THE REQUIREMENTS OF THE SPECIFICATIONS. ALL SHOP DRAWINGS SHALL HAVE LISTED ON THE COVER SHEET ANY AND ALL PRODUCTS OR MATERIALS THAT DEVIATE FROM SPECIFICATIONS. DETERMINATION OF "EQUAL" SHALL BE MADE BY ENGINEER. AT A MINIMUM SHOP DRAWINGS SHALL BE SUBMITTED FOR: ALL AIR HANDLING EQUIPMENT, DUCT SEALANTS, MOTORIZED DAMPERS, GRILLES / LOUVERS / DIFFUSERS.
13. AT PROJECT COMPLETION PROVIDE TO THE BUILDING OWNER THREE(3) BOUND SETS TO INCLUDE ALL O&M MANUALS FOR EQUIPMENT INSTALLED, BALANCE REPORTS AND COPIES OF ALL MANUFACTURER WARRANTIES. CONTRACTOR SHALL COMPLETE ANY WARRANTY REGISTRATION CARDS NECESSARY FOR MANUFACTURER WARRANTIES.
14. CONTRACTOR SHALL PROVIDE A ONE (1) YEAR WARRANTY FOR ALL WORK PERFORMED. THIS INSTALLERS WARRANTY SHALL COVER ALL MATERIAL AND EQUIPMENT NOT COVERED BY A MANUFACTURER WARRANTY AND ALL LABOR. THIS WARRANTY SHALL ALSO COVER INSTALLER ERROR OR DAMAGE.
15. ALL WORK ON THIS PROJECT SHALL BE EXECUTED IN A GOOD, WORKMAN LIKE MANNER USING MECHANICS SKILLED IN THEIR RESPECTIVE TRADES. NO ALLOWANCE WILL BE GIVEN FOR POOR WORKMANSHIP. ANY INSTALLATION THAT IS OF INSUFFICIENT QUALITY SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
16. WORK SITE IS TO BE LEFT IN A NEAT AND ORDERLY CONDITION AT THE END OF EACH WORK SHIFT.
17. CONTRACTOR SHALL COORDINATE WITH THE OWNER ANY OWNER FURNISHED EQUIPMENT. CONTRACTOR SHALL RECEIVE ANY OWNER FURNISHED ITEMS WHEN DELIVERED TO THE JOB SITE AND SHALL BE RESPONSIBLE FOR THE ITEMS ONCE RECEIVED.
18. CONTRACTOR SHALL REVIEW ARCHITECTURAL DRAWINGS FOR LOCATIONS OF SLAB-TO-SLAB PARTITIONS, FIRE RATED PARTITIONS AND FIRE RATED FLOORS. ALL PENETRATION OF SLAB-TO-SLAB PARTITIONS SHALL BE SEALED AIR TIGHT. ALL PENETRATIONS OF FIRE RATED PARTITIONS OR FLOORS SHALL BE PROVIDED WITH A FIRE RATED DAMPER AND ACCESS DOOR. DAMPER SHALL HAVE A RATING APPROPRIATE FOR THE ASSEMBLY PENETRATED.
19. PENETRATIONS OF FIRE RATED ASSEMBLIES SHALL BE SEALED USING CODE APPROVED, LABORATORY TESTED AND LABELED SEALANTS FOR A FIRE RESISTANCE RATING EQUAL TO OR GREATER THAN THE ASSEMBLY PENETRATED.
20. CONTRACTOR SHALL VERIFY LOCATION OF CEILING MOUNTED DIFFUSERS AND GRILLES WITH ARCHITECTURAL CEILING PLAN PRIOR TO INSTALLATION.
21. ALL DUCT SIZES SHOWN ON THE DRAWINGS ARE TO ESTABLISH TOTAL DUCT AREA REQUIRED. IF DUCT SIZES NEED TO BE CHANGED OR DUCTS BE REROUTED TO INSTALL THE DUCTS THROUGH JOISTS, ABOVE CEILINGS, BELOW STEEL, ETC., CHANGES SHALL BE DONE AT NO EXTRA COST TO THE OWNER. THE CONTRACTOR SHALL CHECK WITH THE ARCHITECT/ENGINEER BEFORE CHANGING ANY SIZES.
22. NEW DUCTWORK, PIPING, AND CONDUIT SHALL BE INSTALLED AS HIGH AS POSSIBLE. CONTRACTOR SHALL COORDINATE DUCTWORK, PIPING AND CONDUITS WITH LIGHTING FIXTURES, CEILING CONSTRUCTION, STRUCTURE AIR DISTRIBUTION EQUIPMENT, ETC., AND SHALL BE OFF-SET AS REQUIRED.
23. ALL NEW RECTANGULAR DUCTWORK SHALL BE 1" W.G. CONSTRUCTION OF LOCK FORMING GALVANIZED STEEL IN ACCORDANCE WITH FIGURES 3-1 THRU 3-56 AND TABLE 3-2 OF THE SMACNA GUIDELINES ("DUCT MANUAL AND SHEET METAL CONSTRUCTION FOR VENTILATION AND AIR CONDITIONING SYSTEMS" MOST RECENT EDITION.) SNAP LOCK LONGITUDINAL SEAMS AND DRAWBAND JOINT CONNECTIONS ARE NOT ACCEPTABLE. (LOW PRESSURE ROUND RUN-OUT DUCTS MAY BE SNAP LOCK LONGITUDINAL SEAM WITH SCREW/RIVET JOINT CONNECTIONS).
24. DUCTWORK SHALL BE HUNG AS HIGH AS POSSIBLE FROM BUILDING STRUCTURE. CONDUITS, PIPES, CEILINGS OR ANY OTHER ITEMS SHALL NOT BE HUNG FROM DUCTWORK. PROVIDE ALL FITTINGS ELBOWS, DAMPERS, OFF-SETS, ETC. FOR COMPLETE DUCTWORK INSTALLATION. ALL ELBOWS SHALL BE GORED RADIUS ELBOWS (PLEATED NOT ALLOWED) UNLESS SQUARE ELBOWS ARE SHOWN ON PLANS. ALL SQUARE ELBOWS SHALL HAVE TURNING VANES.
25. VOLUME DAMPERS SHALL BE INSTALLED AS SHOWN ON PLANS, AND AT ALL BRANCH TAKE-OFFS.
26. ALL DUCTWORK SHALL BE SEALED USING IRON GRIP (NO SUBSTITUTIONS) AND SHALL MEET THE MICHIGAN UNIFORM ENERGY CODE (ASHRAE 90.1-2007) DUCT SEAL LEVEL "A" (TABLE 6.4.4.2A). SEAL LEVEL "A" SHALL BE USED FOR ALL DUCT TYPES AND PRESSURE CLASSES.
27. ALL DUCTWORK SHALL BE INSULATED PER ASHRAE 90.1-2013 TABLE 6.8.2B. FOR CONCEALED DUCTWORK, AT A MINIMUM PROVIDE 1½" THICK FLEXIBLE FIBERGLASS BLANKET WITH FIRE/SMOKE SPREAD RATING OF 25/50 OR BETTER, SECURED TO DUCTWORK WITH BENJAMIN FOSTER NO. 85 20 ADHESIVE AND PUSH PINS EVERY 12" ON-CENTER. FOR DUCTWORK IN MECHANICAL ROOMS USE RIGID, FOIL-FACED, FIBERGLASS INSULATION, 1" THICK, 2LB. EXTERIOR DUCTWORK SHALL BE INSULATED AND HAVE A PVC WRAP.
28. USE PVC COATED GALVANIZED STEEL FOR UNDERGROUND DUCTS AND INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. REPAIR DAMAGE TO PVC COATINGS WITH MANUFACTURER'S RECOMMENDED MATERIALS. DUCTS IN CONCRETE SLABS SHALL BE ROUND AND ENCASED IN AT LEAST 2" OF CONCRETE. USE A VIBRATOR TO FILL VOIDS IN CONCRETE. SLOPE ALL UNDERGROUND DUCT BACK TOWARD UNIT. PROVIDE DUCT ACCESS DOOR.
29. FLEXIBLE DUCT CONNECTIONS SHALL BE MADE BY APPLYING DUCT SEALER TO INSIDE OF FLEXIBLE DUCT AND OUTSIDE OF HARD DUCT COLLAR. ADHESIVE SHALL BE CHEMICALLY COMPATIBLE WITH MATERIALS IN CONTACT WITH IT. THE ENDS OF DUCTS SHALL BE TRIMMED SQUARELY PRIOR TO INSTALLATION. COLLARS AND SLEEVES SHALL BE INSERTED INTO FLEXIBLE DUCT A MINIMUM OF 1" BEFORE FASTENING. SLIDE FLEX DUCT OVER COLLAR AND TAPE WITH THREE WRAPS OF DUCT TAPE AROUND JOINT AND SEAL WITH STAINLESS STEEL CLAMPS OVER OUTSIDE OF TAPE.
    A. HIGH PRESSURE: INSTALL AT INLET CONNECTIONS OF TERMINAL UNITS. MAXIMUM DEVELOPED LENGTH OF FLEX DUCT SHALL BE 3'-0". USE METAL DUCTS AND FITTINGS TO REACH WITHIN 3'-0" OF TERMINAL UNIT.
    B. LOW PRESSURE: INSTALL WHERE INDICATED ON DRAWINGS AND BE A MAXIMUM OF 5'-0" IN LENGTH. USE METAL DUCT AND FITTINGS TO REACH WITHIN 5'-0" OF DIFFUSER.
30. FLEXIBLE DUCTS SHALL BE USED FOR ALIGNMENT PURPOSES ONLY. MAXIMUM OFFSET 1" PER FOOT LENGTH. NO ELBOWS USING FLEXIBLE DUCTS WILL BE ALLOWED. DUCTS SHOULD NOT BE COMPRESSED. THE SPECIFICATIONS HEREIN, SHALL NOT SUPERSEDE THE APPLICATION CONTINGENCIES DICTATED BY THE FLEXIBLE DUCT MANUFACTURER IF THOSE ARE MORE STRINGENT.
31. ALL PIPING TO BE INSTALLED PERPENDICULAR TO STRUCTURE LINES UNLESS OTHERWISE NOTED ON DRAWINGS. ALL PIPING TO BE NEATLY SPACED WITH RISERS AND DROPS PLUMB AND TRUE. MINIMUM SPACING SHALL HAVE 1" CLEAR BETWEEN PIPING (INCLUDING FITTINGS) AFTER INSULATION. PIPING SHALL NOT OBSTRUCT ACCESS TO EQUIPMENT,VALVES, FILTERS, ETC.
32. ALL PIPING TO BE INSTALLED CONCEALED EXCEPT WHERE NOTED ON PLANS, DO NOT INSTALL PIPING BELOW SLABS EXCEPT WHERE NOTED ON PLANS. DO NOT CONCEAL PIPING UNTIL INSPECTED AND TESTED. PNEUMATIC TESTING OF ALL PIPING IS REQUIRED.
33. ALL PIPING THAT PENETRATES CONCRETE SLABS OR MASONRY WALLS SHALL BE PROVIDED WITH A PIPE SLEEVE WITH AN I.D. MINIMUM 1" LARGER THAN O.D. OF PIPE. SLEEVES SHALL PROTRUDE 2" AFF AND FLUSH WITH WALL SURFACE. IF PIPE SLEEVES ARE NOT POURED-IN-PLACE, GROUT SECURELY TO WALL OR SLAB. SEAL SPACE BETWEEN PIPE AND SLEEVE. USE FIRE RATED SEALANT WHERE REQUIRED.
34. PROVIDE ALL PIPING OFF-SETS AS REQUIRED FOR COORDINATION WITH STRUCTURE, DUCTWORK, CONDUITS, ETC.
35. INSTALL PIPE ANCHORS WHERE REQUIRED OR AS SHOWN ON PLANS. INSTALL PIPE ROLLERS WHERE REQUIRED OR SHOWN ON PLANS. INSTALL GUIDES AT ALL EXPANSION JOINTS, EXPANSION LOOPS OR WHERE REQUIRED.
36. FLEXIBLE CONNECTORS, EXPANSION AND VIBRATION CONTROL DEVICES AND FITTING SHALL BE OF AN APPROVED TYPE.
37. ALL PIPING, VALVES AND HYDRONIC EQUIPMENT SHALL BE LABELED WITH ENGRAVED TAGS OR PLACARDS WITH LETTERING ONE INCH(1") TALL (MINIMUM).
38. CLOSE NIPPLES SHALL NOT BE PERMITTED. USE ONLY SHOULDER NIPPLES.
39. REDUCERS FOR PUMPS OR CONTROL VALVES SHALL BE INSTALLED ABUTTING THE INLET/OUTLET OF THE VALVE OR PUMP.
40. USE ECCENTRIC REDUCING FITTINGS OR COUPLINGS WHERE REQUIRED TO PREVENT THE POCKETING OF LIQUIDS.
41. PROVIDE UNION OR FLANGE AT PIPE CONNECTIONS TO COILS, EQUIPMENT, ETC. AND AT LOCATIONS SHOWN ON PLANS OR IN DETAILS. PROVIDE UNION OR FLANGE BETWEEN EQUIPMENT AND CONTROL VALVES.
42. PROVIDE PEET'S PLUGS (PT PLUGS) AT THE INLET AND OUTLET OF ALL HYDRONIC EQUIPMENT WHERE THERMOMETERS ARE NOT SHOWN.
43. PROVIDE DIELECTRIC UNIONS BETWEEN FERROUS AND NON FERROUS PIPE AND FITTINGS.
44. PIPE INSULATION SHALL BE PER ASHRAE 90.1-2013, MINIMUM 1" FIBERGLASS INSULATION (2LB, FIRE/SMOKE 25/50) ON ALL HYDRONIC PIPING. STEAM HEATING PIPING SYSTEM SYSTEMS WITH 1½" THICK FIBERGLASS INSULATION (1½" DIAMETER AND UNDER) OR 2" THICK (OVER 1½" DIAMETER). 251°-350° FLUID TEMPERATURE: INSULATE STEAM HEATING PIPING SYSTEM SYSTEMS WITH 2½" THICK FIBERGLASS INSULATION (1½" DIAMETER AND UNDER) OR 3" THICK (OVER 1½" DIAMETER). 140°-200° FLUID TEMPERATURE: INSULATE CONDENSATE HEATING PIPING SYSTEMS WITH 1" THICK FIBERGLASS INSULATION (4" DIAMETER AND UNDER). 201°-250° FLUID TEMPERATURE: INSULATE CONDENSATE HEATING PIPING SYSTEM WITH 1½" THICK FIBERGLASS INSULATION (1½" DIAMETER AND UNDER) OR 2" THICK (OVER 1½" DIAMETER).
45. THERMOSTATS SHALL BE INSTALLED AS SHOWN ON PLANS, TYPICAL HEIGHT FOR MOUNTING SHALL BE 48" AFF TO BOTTOM OF T-STAT, UNLESS OTHERWISE NOTED. DO NOT INSTALL T-STAT WITHIN TWO(2) FEET OF DIMMING LIGHT SWITCH. INDICATED SHALL BE MEASURED AND BALANCED TO WITHIN 10% OF THE FLOW VALUES INDICATED ON THE DRAWINGS. FAN RPMS, AND VOLUME DAMPERS SHALL BE ADJUSTED AS REQUIRED TO ACHIEVE FLOW BALANCE. NEBB OR AABC CERTIFIED BALANCE REPORTS SHALL BE SUBMITTED TO THE ENGINEER AT THE COMPLETION OF THE PROJECT. THE COST OF THE BALANCING SHALL BE INCLUDED IN THE MECHANICAL CONTRACTOR BID.
46. ALL AUTOMATIC TEMPERATURE CONTROLS ARE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.
47. CONTRACTOR SHALL NOT CUT, DRILL OR POWDER NAIL INTO ANY EXISTING OR NEW STRUCTURAL MEMBER OR ASSEMBLY WITHOUT PRIOR WRITTEN AUTHORIZATION FROM A LICENSED STRUCTURAL ENGINEER AND THE BUILDING OWNER. THIS INCLUDES CORE DRILLING ANY CONCRETE WALL OR FLOOR SLAB.
48. ALL MECHANICAL EQUIPMENT SHALL BE HUNG OR SUPPORTED WITH VIBRATION ISOLATING HANGERS OR PADS. NO VIBRATION SHALL BE TRANSMITTED TO THE STRUCTURE.
49. COMBUSTION AIR INTAKE AND EXHAUST FLUES SHALL HAVE 10'-0" HORIZONTAL OR 3'-0" VERTICAL SEPARATION.
50. PROVIDE UL LISTED FIRE DAMPERS AT PENETRATIONS OF FIRE RATED WALLS AND CEILINGS.
51. A MANUFACTURER'S AUTHORIZED REPRESENTATIVE SHALL PROVIDE START-UP SUPERVISION AND TRAINING OF OWNER'S PERSONNEL IN THE PROPER OPERATION AND MAINTENANCE OF ALL EQUIPMENT.
52. GAS PIPING SYSTEM SHALL CONFORM TO THE REQUIREMENTS OF NFPA 54 - NATIONAL FUEL GAS CODE AND INTERNATIONAL FUEL GAS CODE.
53. GAS PIPING ABOVE GRADE AND OUTSIDE THE BUILDING GAS PIPING IS TO BE PAINTED BLACK.
54. COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH ELECTRICAL CONTRACTOR BEFORE ORDERING.

MECHANICAL DETAILS

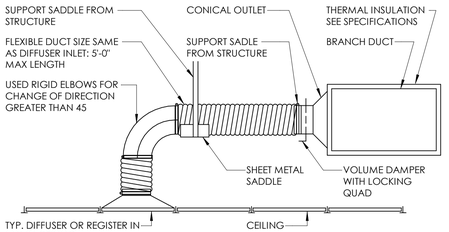


1 CONCENTRIC VENT DETAIL
M100 NTS

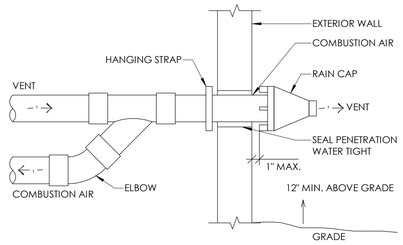


NOTE: RADIUS TURNS WITH AN INSIDE RADIUS OF LESS THAN 1/2 d ARE NOT ACCEPTABLE

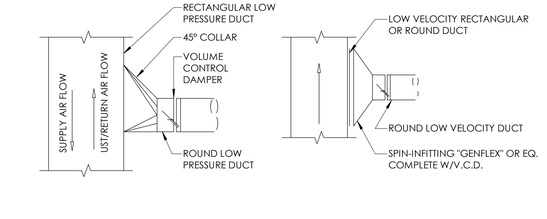
2 DUCT TURNS AND TAKE OFFS
M100 NTS



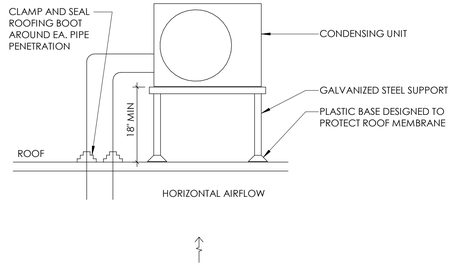
3 FLEXIBLE AIR DUCT CONNECTOR
M100 NTS

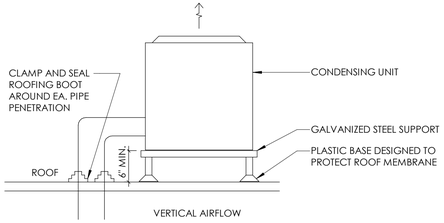


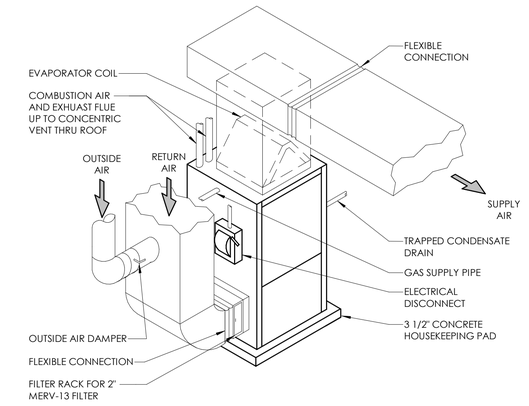
4 CONCENSING UNIT SUPPORT
M100 NTS



5 FURNACE DETAIL
M100 NTS







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ISSUE
SITE PLAN APPROVAL

REVISION

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MECHANICAL SPECIFICATIONS AND DETAILS
M100

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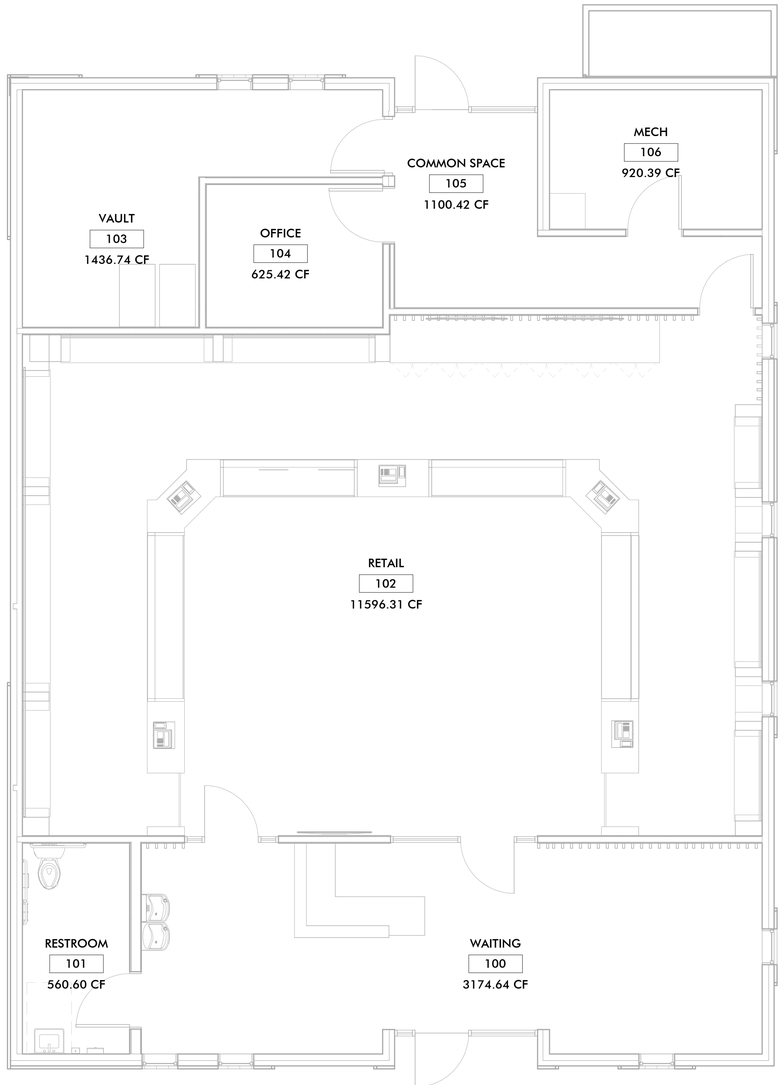

1 M101 **FIRST FLOOR MECHANICAL PLAN**
1/4" = 1'-0"

LEGEND:

- PLUMBING SYSTEM VENT
- CW — DOMESTIC COLD WATER
- SCW — SOFT COLD WATER
- TW — TEPID WATER
- HW — DOMESTIC HOT WATER
- HWR — DOMESTIC HOT WATER RETURN
- SAN — SANITARY SEWER
- ST — STORM
- CA — COMPRESSED AIR
- DCA — DRY COMPRESSED AIR
- G — GAS
- HS — HEATING WATER SUPPLY
- HR — HEATING WATER RETURN
- CS — CHILLED WATER SUPPLY
- CR — CHILLED WATER RETURN
- RS — REFRIGERANT SUCTION
- RL — REFRIGERANT LIQUID
- DIRECTION OF FLOW
- DROP TEE IN-LINE
- CAP
- DROP
- RISE
- REDUCER
- UNION
- THREE-WAY CONTROL VALVE
- CONTROL VALVE
- GATE VALVE
- GLOBE VALVE
- BALL VALVE
- CHECK VALVE
- CALIBRATED BALANCING VALVE
- BUTTERFLY VALVE
- PLUG VALVE, GAS COCK
- PRESSURE REDUCING VALVE
- RELIEF VALVE
- STRAINER WITH FULL SIZE BLOWDOWN VALVE WITH HOSE END AND CAP
- MANUAL AIR VENT
- PUMP
- PRESSURE GAUGE
- P/T — COMBINATION PRESSURE AND TEMPERATURE TEST PLUG WITH EXTENDED NECK AND CAP
- THERMOMETER
- TEMPERATURE WELL
- FLEXIBLE CONNECTION
- THROUGH WALL SLEEVE
- POINT OF NEW CONNECTION TO EXISTING
- VOLUME CONTROL DAMPER IN DUCT
- FIRE DAMPER IN HORIZONTAL DUCT
- FIRE DAMPER IN VERTICAL DUCT
- M — MOTORIZED DAMPER
- T — THERMOSTAT
- S — SENSOR
- SUPPLY AIR (SECTION)
- RETURN / EXHAUST AIR(SECTION)
- AIR FLOW DIRECTION
- DUCT TRANSITION
- FLEXIBLE DUCT

GENERAL MECHANICAL NOTES

1. INSTALL ALL DUCTWORK PER SMACNA STANDARDS. USING METAL DUCT ADEQUATELY SUPPORTED TO AVOID DEFLECTION IN DUCT. WRAP ALL SUPPLY DUCTWORK WITH 1 1/2", 3/4 P.C.F. DENSITY FIBERGLASS INSULATION WITH VAPOR BARRIER. TAPE & SEAL ALL SEAMS, CUT-OUTS, & PENETRATIONS. INSULATE TOPS & NECKS OF ALL DIFFUSERS AND REGISTERS. PROVIDE EXPOSED SPIRAL UNINSULATED DUCT IN ALL CONDITIONED SPACES.
2. TEST AND BALANCE AIR DISTRIBUTION SYSTEM, PROVIDE BALANCE REPORT TO OWNER FOR REVIEW AT PROJECT COMPLETION.
3. PROVIDE ALL NECESSARY DUCT FITTINGS AND TRANSITIONS FOR A COMPLETE SYSTEM.
4. INSTALL DIFFUSERS WITH AIR TIGHT CONNECTIONS.
5. FIELD VERIFY CONDITIONS OF EXHAUST FANS, MODIFY OR CHANGE AS NECESSARY TO PROVIDE REQUIRED CFM'S.
6. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, AND LAWS.
7. ARRANGE AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED.
8. ALL WORK SHALL BE TESTED, BALANCED, AND GUARANTEED. PROVIDE REPORT TO ARCHITECT AND OWNER FOR THEIR RECORDS.
9. ANY MECHANICAL UNITS OR SYSTEMS SHOWN ARE DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL PROVIDE FITTINGS, OFFSETS, ETC. AS NECESSARY TO PROVIDE COMPLETE SYSTEMS.
10. FINAL LOCATION OF ALL CEILING FEATURES TO BE COORDINATED WITH ALL TRADES.
11. MECHANICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS.
12. PROVIDE APPROPRIATE FIRE STOPPING MATERIALS WHERE FIRE RATED ASSEMBLIES ARE PENETRATED.
13. ALL WORK AND MATERIALS SHALL BE GUARANTEED IN WRITING FOR ONE YEAR FROM THE PROJECT COMPLETION.
14. ANY MODEL NUMBERS OR MANUFACTURERS LISTED THROUGHOUT THE DRAWINGS ARE A BASIS OF DESIGN. THE CONTRACTOR MAY AT HIS OPTION PROVIDE AN "OR EQUAL" MANUFACTURER OR PRODUCT. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL COST ADDITIONS REQUIRED TO THE SYSTEM SHOULD AN "OR EQUAL" MANUFACTURER BE SELECTED.
15. ALL GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL. RUN IN BULKHEADS OR EMBEDDED IN WALL WHERE APPLICABLE. PAINT TO MATCH WHEN EXPOSED.
16. PROVIDE A GAS SHUTOFF VALVE, COMPLETE WITH DIRT LEG AT EACH PIECE OF GAS FIELD EQUIPMENT.
17. THE HEATING AND COOLING SYSTEMS ARE TO BE A DESIGN BUILD SYSTEM. IT IS TO BE DESIGNED, PROVIDED AND INSTALLED BY A LICENSED MECHANICAL CONTRACTOR OR ENGINEER IN THE STATE OF MICHIGAN. THE SYSTEM IS TO BE DESIGNED TO ALL APPLICABLE MICHIGAN MECHANICAL CODES IN FORCE AT THE TIME OF INSTALLATION AND INSPECTION. ANY MECHANICAL SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND HAVE BEEN PROVIDED BY A LICENSED CONTRACTOR. THE ARCHITECT DOES NOT TAKE ANY LIABILITY FOR THESE SYSTEMS.
18. A CFM SCHEDULE IS TO BE PROVIDED WITH A LAYOUT OF DUCTWORK WHEN APPLYING FOR MECHANICAL PERMIT.

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MECHANICAL PLAN

M101

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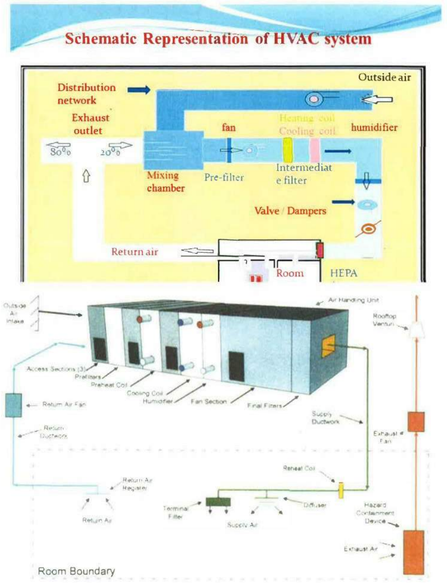


MEP SCHEMATIC PROVIDED FOR REFERENCE

D - Mark Adsorball® Carbon V-Bank Filter

D-Mark **Adsorball** Bulk Carbon V-Bank Honeycomb filter is designed to allow high volumes of activated carbon, or 50/50 carbon and activated alumina blends to be efficiently installed into new and existing HVAC systems.

Adsorball is designed for odor removal from spaces with heavier concentrations of unwanted gases. The industrial strength frame holds 24lbs – 35lbs of activated or impregnated carbon granules for commercial and industrial environments.

Gas adsorbing media (granules) are selected specifically to neutralize target gasses and remove those gases from the airstream. Fits most HVAC systems or easy retrofit.

Adsorball Plus combines 50% high activity carbon with 50% activated aluminia with 5 % potassium permanganate to neutralize specific gasses such as ammonia, sulfur dioxide, hydrogen sulfide, and diesel fumes.

Custom or specific blends are available to neutralize target gasses.

Partial List of Contaminants Effectively Removed with Carbon

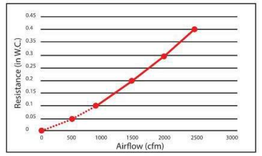
- Industrial Process
- Adhesives
- Asphalt Fumes
- Cooking Odors
- Disinfectants
- Food Aromas
- Hospital Odors
- Irritants
- Helipads
- Airports
- Greenhouse
- Organic Chemicals
- Ozone
- Perspiration
- Animal Odors
- Sewer Odors
- Vapors
- Waste Products
- Diesel Exhaust
- Paper Mills

Product Part Number	Nominal Size	Actual Size	GAC Weight Pounds	Initial Resistance (in w.g.)
AAC-12-100-01	12 x 24 x 12	11-3/8 x 23-3/8 x 11-1/2	11	0.25
AAC-12-100-06	20 x 24 x 12	19-3/8 x 23-3/8 x 11-1/2	20	0.25
AAC-12-100-08	24 x 24 x 12	23-3/8 x 23-3/8 x 11-1/2	24	0.25
			Plus 50/50 Pounds	
AAP-12-100-01	12 x 24 x 12	11-3/8 x 23-3/8 x 11-1/2	13	0.28
AAP-12-100-06	20 x 24 x 12	19-3/8 x 23-3/8 x 11-1/2	24	0.28
AAP - 12-100-08	24 x 24 x 12	23-3/8 x 23-3/8 x 11-1/2	29	0.28

Adsorball® Bulk Carbon V - Bank Filter RENSA FILTRATION

Adsorball® Carbon V - Bank Filter

Performance Data



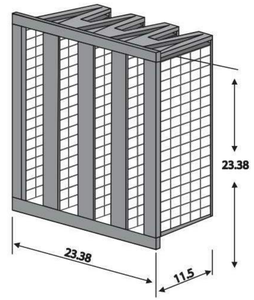
Description

Adsorball V- Bank Honeycomb filter is filled with 100% 6 x 12 mesh industrial grade 60 CTC High Activity Carbon for organic and specific molecular - gas phase control

Adsorball Plus V - Bank Honeycomb filter is filled with 50% 60 CTC carbon and 50% Activated Aluminia with 5 % Potassium Permanganate

Frame: Double walled high - strength plastic frame for industrial applications

Sealant: Moisture resistant adhesive for continuous seal and pack strength



Industrial Grade Plastic Frame with Double Wall Construction

Carbon Granules Suspended in Honeycomb Matrix

Carbon and Potassium Blend for Target Gases

D - Mark
130 N. Groesbeck Hwy.
Mt. Clements, MI 48043
www.dmarkinc.com

RENSA FILTRATION

800-343-3610
586-949-3610
F 586-949-4181
dmark@dmarkinc.com

CARBON FILTER INFORMATION INCLUDED FOR ODOR CONTROL

NOTE: THE FILTER SHOWN WILL NOT HAVE ANY DECANT OR EFFLUENT THAT WOULD DISCHARGE INTO THE WASTEWATER SYSTEM.

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CLIENT
ABRO BROTHERS INC

ISSUE
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2023.054

ODOR CONTROL PLAN

M102

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ELECTRICAL SPECIFICATIONS

1. PROVIDE COMPLETE AND ADEQUATE TEMPORARY POWER AND LIGHTS DURING CONSTRUCTION USING APPROVED LAMPHOLDERS AND GFCI CIRCUITING. MAINTAIN ALL LAMPS AS REQUIRED. REMOVE TEMPORARY AT PROJECT COMPLETION.
2. ELECTRICAL SERVICE COORDINATION WITH THE LOCAL UTILITY COMPANY IS TO BE BY THE ELECTRICAL CONTRACTOR. THIS INCLUDES, PERMITS, LOAD CALCULATION INFORMATION, RACEWAY, TRANSFORMER AND METER LOCATIONS AND REQUIREMENTS.
3. CUTTING AND PATCHING FOR ELECTRICAL ITEMS BY ELECTRICAL CONTRACTOR.
4. TRENCHING UNDER PAVED AREAS TO BE BACKFILLED WITH SAND AND COMPACTED.
5. ALL WIRING TO BE COPPER. ALL WIRING ABOVE 50 VOLTS TO BE IN CONDUIT UNLESS NOTED OTHERWISE. PROPER WIRE TYPE AND SIZE AND CONDUIT SIZE IS REQUIRED FOR BRANCH CIRCUITS, EMT CONDUIT.
6. ALL BRANCH CIRCUITS, FEEDERS AND HOMERUNS TO BE IN CONDUIT. LOCATE ABOVE CEILINGS WHEREVER POSSIBLE.
7. MAKE SURE THAT EXPOSED CABLE IS RATED FOR THE ENVIRONMENT THAT IT IS IN.
8. PROVIDE UPDATED TYPEWRITTEN DIRECTORIES ON ALL PANELS. LABEL ALL DISCONNECTS AND PANELS.
9. ANY ELECTRICAL EQUIPMENT THAT GETS MOUNTED TO THE FLOOR OR ON GRADE OUTSIDE, INCLUDING BUT NOT LIMITED TO: UTILITY TRANSFORMERS, ARE TO BE INSTALLED ON A 4" THICK CONCRETE HOUSEKEEPING PAD. OUTDOOR PADS, PROVIDE PROPER SLOPE FOR DRAINAGE.
10. EXPOSED CONDUIT TO RUN PARALLEL WITH STRUCTURE AND SECURELY ATTACHED TO BUILDING STRUCTURE.
11. ELECTRICAL CONTRACTOR TO PROVIDE SUBMITTALS PRIOR TO ORDERING EQUIPMENT FOR LIGHTING, SWITCHGEAR, SPECIAL EQUIPMENT, RECEPTS, LIGHTING CONTROLS, ETC.
12. UNLESS NOTED OTHERWISE, ALL DEVICE ELEVATIONS REFER TO CENTER OF OUTLET BOX. ELECTRICAL CONTRACTOR SHALL VERIFY ALL OUTLET LOCATIONS WITH OTHER TRADES. MINIMUM OF 18" ABOVE FINISHED FLOOR TO MEET ADA BARRIER FREE REQUIREMENTS.
13. SHARING NEUTRALS BETWEEN CIRCUITS IS NOT PERMITTED.
14. LOW VOLTAGE TEMPERATURE CONTROL BY OTHERS.
15. PROVIDE GFI ELECTRICAL CONNECTION TO ALL DRINKING FOUNTAINS.
16. REFER TO MECHANICAL DRAWINGS FOR ELECTRICAL DATA PERTAINING TO ALL MECHANICAL EQUIPMENT. VERIFY ACTUAL REQUIREMENTS WITH EQUIPMENT ORDERED AND MAKE ADJUSTMENTS ACCORDINGLY. LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFY.
17. ELECTRICAL CONTRACTOR SHALL REFER TO ALL MECHANICAL DIVISION SPECIFICATIONS, HVAC PLANS AND PLUMBING PLANS FOR ADDITIONAL ELECTRICAL WORK AND REQUIREMENTS.
18. PROVIDE A DUCT DETECTOR FOR THE RETURN AND SUPPLY OF AIR HANDLING UNITS. CONNECT TO SHUT DOWN THE UNIT UPON ALARM. INSTALLATION MUST COMPLY WITH N.F.P.A. -90A IF >=2,500 SCFM.
19. FIRE ALARM SYSTEM TO BE INSTALLED BY QUALIFIED INSTALLER. ALL NECESSARY CERTIFICATIONS TO BE TAKEN CARE OF BY ELECTRICAL CONTRACTOR. E.C. TO COORDINATE LOCATIONS OF ALL FIRE ALARM DEVICES, WITH OWNER AND OTHER TRADES, PRIOR TO ROUGH-IN. DEVICES TO BE LOCATED AND MEET NFPA 72 REQUIREMENTS.
20. PROVIDE A CONNECTION FOR ALL EQUIPMENT IN KITCHEN AND BREWERY. COORDINATE WITH SUPPLIERS.
21. ALL EMERGENCY SYSTEM WIRING SHALL BE IN A SEPARATE RACEWAY IN ACCORDANCE WITH ARTICLE 700 OF N.E.C.
22. WIRING IN AREA SEPARATION WALLS TO COMPLY WITH ARTICLE 300-22 OF THE N.E.C.
23. PROVIDE FIRESTOPPING AT ALL REQUIRED PENETRATIONS.
24. BACK-TO-BACK OUTLETS CANNOT BE IN THE SAME STUD CAVITY IN RATED WALLS. 8" MINIMUM SPACING REQUIRED.
25. SLEEVE ELECTRICAL PENETRATIONS FROM FERROUS SLEEVES AND ALL AREA SEPARATION WALLS.
26. AN ELECTRICAL PERMIT SHALL BE ACQUIRED BY A STATE LICENSED ELECTRICAL CONTRACTOR.
27. PROVIDE GROUNDING AS PER N.E.C. SECTION 250.
28. ALL ELECTRICAL WORK IS SUBJECT TO FIELD REVIEW BY THE ELECTRICAL INSPECTOR AND THE PROJECT ENGINEER.
29. PROVIDE PROPER WORKING CLEARANCES AT ALL ELECTRICAL EQUIPMENT.
30. MAXIMUM OF SIX (6) DUPLEX OUTLETS PER 20 AMP CIRCUIT UNLESS NOTED OTHERWISE.
31. ALL WORK TO COMPLY WITH THE LATEST ADOPTED VERSION OF NFPA 70, NFPA 70E, NFPA 72, NFPA 101, INCLUDING ANY SUPPLEMENTAL STATE AND LOCAL CODES.
32. PROVIDE ACCESS PANELS, AS REQUIRED, TO MAINTAIN ACCESS TO NEW OR EXISTING JUNCTION BOXES, CONDUIT BODIES (OR SIMILAR ENCLOSURES) BEHIND WALLS, FLOORS OR CEILINGS THAT ARE NOT ACCESSIBLE.
33. DO NOT LAY WIRES, FLEX, ETC. ON CEILING TILE.
34. WHERE A FLOOR COVERING OR FINAL FLOOR FINISH IS OTHER THAN CARPET OR VINYL TILE, CONDUIT SHALL NOT BE RUN WITHIN CONCRETE SLABS. 1" OF CONCRETE OVER THE TOP OF CONDUITS AND SLABS MUST BE MAINTAINED. 1-1/2" OVER IS PREFERRED.
35. DIMMER SWITCHES RATED 1,000W OR HIGHER ARE TO BE MOUNTED IN A SEPARATE BACKBOX AND NOT GANGED TOGETHER WITH OTHER DIMMER SWITCHES.
36. PROVIDE SEAL-OFFS WHEN PIPING PASSES THROUGH AREAS OF DIFFERENT AMBIENT TEMPERATURES AND/OR HAZARDOUS AREAS.
37. PROPER PROTECTION AGAINST CORROSION REQUIRED FOR ALL ELECTRICAL EQUIPMENT. IT SHALL BE SUITABLE FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED.
38. BRANCH CIRCUIT CONDUCTORS SUPPLYING A SINGLE MOTOR SHALL HAVE AN AMPACITY NOT LESS THAN 125% OF THE MOTOR FULL LOAD CURRENT RATING.
39. PROPER THERMAL OVERLOAD PROTECTION SHALL BE REQUIRED FOR ALL MOTORS.
40. ALL ELECTRICAL DEVICES IN THE PIT OF AN ELEVATOR SHAFT SHALL BE NEMA 4 RATED. THIS INCLUDES LIGHTING, RECEPTACLES, SWITCHES, CONDUIT AND CONNECTIONS. CONNECTIONS ARE TO BE THREADED OR COMPRESSION AND COVERS PROVIDED FOR RECEPTACLES AND SWITCHES.
41. DO NOT ROUGH IN ANY CIRCUITS UNTIL ALL MECHANICAL & OTHER EQUIPMENT SUBMITTALS ARE THOROUGHLY REVIEWED FOR CHANGES IN CIRCUIT SIZES. NOTIFY ENGINEER OF ANY DISCREPANCIES.
42. PROVIDE OPERATION AND MAINTENANCE MANUALS AT PROJECT COMPLETION.
43. PROVIDE NECESSARY TRAINING ON ELECTRICAL SYSTEMS TO OWNER.
44. PROPER TIME IS TO BE GIVEN TO PRE-CONSTRUCTION COORDINATION OF ALL OTHER SYSTEMS. ELECTRICAL CONTRACTOR TO VERIFY MOUNTING HEIGHTS OF DEVICES WITH FINAL FURNITURE AND CABINET PLANS. FLOOR OUTLETS TO BE FIELD VERIFIED FOR EXACT PLACEMENT.
45. FEEDERS ARE TO BE KEPT AWAY FROM OCCUPIED SPACES.
46. ALL RECEPTACLES ARE TO BE NEMA 5-20R AND SPECIFICATION GRADE UNLESS NOTED OTHERWISE. ALL CIRCUITS TO RECEPTACLES TO HAVE SEPARATE EQUIPMENT GROUNDING CONDUCTORS INDEPENDENT OF RACEWAYS. DEVICE COLOR TO BE WHITE, COVER TO BE STAINLESS STEEL.
47. PROVIDE PROPER SEPARATION BETWEEN LOW VOLTAGE CONDUCTORS AND HIGHER VOLTAGE CONDUCTORS.
48. MAKE SURE THERE ARE WP, GFCI, WR RECEPTACLES WITHIN 25 FEET OF HVAC EQUIPMENT FOR SERVICEABILITY.
49. ALL RECEPTACLES OUTDOORS ARE TO BE WR LISTED, AND GFCI PROTECTED . THE RECEPTACLE IS TO BE MOUNTED INSIDE A WP METAL BOX THAT IS LISTED WITH THE COVER CLOSED.
50. ALL RECEPTACLES WITHIN 6'-0" OF A SINK EDGE IS TO BE GFCI TYPE WHETHER LOCATED ABOVE THE COUNTER OR NOT.
51. PROVIDE BLANK COVERPLATES FOR ALL UNUSED JUNCTION-BOXES AND BACK-BOXES AT JOB COMPLETION.
52. E.C IS TO REVIEW ALL OTHER TRADES CONSTRUCTION DRAWINGS AND SHOP DRAWINGS FOR ANY ELECTRICAL ROUGH-IN REQUIREMENTS NOT SHOWN IN ELECTRICAL CONSTRUCTION DOCUMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, INTERIOR DESIGN, MECHANICAL, PLUMBING, FOOD SERVICE, BREWING, FIRE ALARM AND ANY OTHER SPECIALTY SYSTEM DOCUMENTS.
53. OWNER AND/OR OWNER'S REPRESENTATIVE IS RESPONSIBLE FOR CONTACTING AND COORDINATING SERVICES AND EQUIPMENT CONTRACTS FOR PHONE, INTERNET, CABLE TV, SECURITY, ACCESS CONTROL, PAGING, SOUND, ETC., ALONG WITH SERVICE ENTRANCE RACEWAY SIZES AND LOCATIONS. INTERIOR RACEWAYS AND BACK-BOXES FOR SUCH SYSTEMS WILL BE INSTALLED PER PART OF THE BASE CONTRACT DOCUMENTS BY THE ELECTRICAL CONTRACTOR. REFER TO TELE/DATA NOTES FOR CABLING, JACK AND CABLE TERMINATION REQUIREMENTS, IF ANY, AS PART OF THIS PROJECT'S CONTRACT.
54. PROVIDE FLUSH FLOOR BOXES AT LOCATIONS SHOWN. FLOOR BOXES TO BE FSR INC. #FL-500P-4 WITH #FL-500P-SSQ-C FLUSH ALUMINUM CARPET/TILE COVER WIT LIFT-OFF DOOR. PROVIDE POWER AND I.T. RACEWAYS TO BOXES. COORDINATE EXACT LOCATIONS OF OPENINGS WITH ARCHITECTURAL AND OWNER PRIOR TO ROUGH-IN.

MOUNTING HEIGHTS

SWITCHES	48"
RECEPTACLES - STANDARD	18"
RECEPTACLES - ABOVE COUNTERS	44"
RECEPTACLES - MECHANICAL ROOMS	48"
RECEPTACLES - PLANT AREAS & GARAGE	48"
RECEPTACLES - EXTERIOR	24" (ABOVE FINISH GRADE)
TELEVISION RECEPTACLE	90"
LOW VOLTAGE OUTLETS	SAME AS RECEPTACLES
DISCONNECT SWITCHES	60" (TO CENTER OF HANDLE)
MOTOR STARTERS	60" (TO CENTER OF HANDLE)
PANELS	72" TO 78" (TO TOP OF PANEL AS LONG AS BOTTOM IS AT LEAST 12" AFF)
FIRE ALARM PULL STATIONS	48" (TO TOP OF PULL HANDLE)
FIRE ALARM INDICATING DEVICES	6' 8" (TO BOTTOM OF DEVICE OR 6" FROM CEILING TO CENTER)
CONTROL BUTTONS - FINISHED AREAS	48"
CONTROL BUTTONS - UNFINISHED AREAS	60"
CARD READERS, ETC.	48"
WALL MOUNTED CLOCKS, SPEAKERS, EXIT SIGNS, EMERGENCY LIGHTING	92"

EXTERIOR BUILDING MOUNTED LIGHT FIXTURES (SEE ARCHITECTURAL ELEVATIONS OR COORDINATE WITH ARCHITECTURAL FEATURES)

UNLESS NOTED OTHERWISE, MEASUREMENTS INDICATE TO CENTER OF BOX. IF DEVICE IS MARKED ON DRAWINGS DIFFERENTLY THAN THIS SCHEDULE, USE DRAWINGS AS A GUIDE. CERTAIN PROJECT CONDITIONS MAY WARRANT VARYING THE HEIGHTS. ELECTRICAL CONTRACTOR'S FIELD FOREMAN IS TO STUDY FINAL DOCUMENTS WITH SUBMITTALS FROM ALL TRADES BEFORE ROUGHING IN (IF POSSIBLE). RAISED FLOORS IN COMPUTER ROOMS OR SIMILAR ROOMS TO BECOME FINISHED FLOOR HEIGHT. REFER TO INTERIOR ELEVATIONS FOR HEIGHTS AND LOCATIONS OF EQUIPMENT AND FURNITURE.

SEE MOUNTING HEIGHTS AND ABBREVIATIONS FOR VISUALS

POWER/COMMUNICATION LEGEND

SYM	DESCRIPTION	HGT
A	CIRCUIT BREAKER	
	FUSED SWITCH	
C	CONTRACTOR	
	DATA/TELEPHONE OUTLET	18"
	DISCONNECT	
	DUPLEX RECEPTACLE (NON-SWITCHED)	18"
44"/GFI	COUNTER HEIGHT DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTER	44"
GFI	DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTER	18"
WP/GFI	DUPLEX RECEPTACLE, WATER PROOF, GROUND FAULT INTERRUPTER	18"
	DOUBLE DUPLEX RECEPTACLE (NON-SWITCHED)	18"
	EQUIPMENT CONNECTION POINT	
	GROUND	
J	JUNCTION BOX	
	MOTOR, ELECTRIC	
	PANEL, BRANCH	
	PANEL, DISTRIBUTION	
	PUSH BUTTON SWITCH, SINGLE	48"
	RECEPTACLE, SPECIAL	
SP	SPEAKER	
TV	TELEVISION	18"
M	UTILITY METER	

MOUNTING HEIGHTS ARE AS GIVEN UNLESS NOTED OTHERWISE ON THE PLANS

FIRE ALARM LEGEND

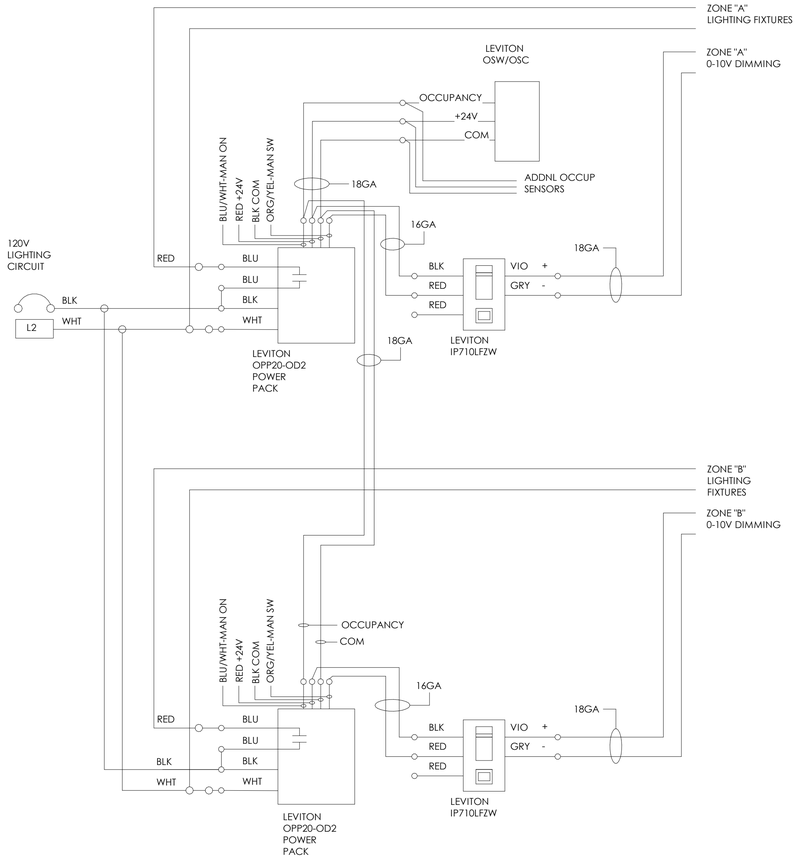
SYM	DESCRIPTION	HGT
DD	DUCT TYPE SMOKE DETECTOR	
T	DUCT DETECTOR TEST STATION	48"
V	FIRE ALARM AUDIO/VISUAL	84"
F	FIRE ALARM BELL	84"
F	FIRE ALARM PULL STATION	48"
V	FIRE ALARM VISUAL DEVICE	84"
FS	FLOW SWITCH	
HD	HEAT DETECTOR	
SD	SMOKE DETECTOR	
TS	TAMPER SWITCH	
	SMOKE DAMPER	

MOUNTING HEIGHTS ARE AS GIVEN UNLESS NOTED OTHERWISE ON THE PLANS.

LIGHTING LEGEND

SYM	DESCRIPTION	HGT
S	1'x4' CEILING LIGHTING FIXTURE	
	WALL MOUNTED EMERGENCY LIGHT	
	CAN LIGHT	
	WALL MOUNTED LIGHT	
	EXIT, 1-WAY	
	EXIT, 2-WAY	
S	SWITCH, SINGLE POLE	48"
S3	SWITCH, 3-WAY	48"
S4	SWITCH, 4-WAY	48"
SOP	SWITCH, OCCUPANCY SENSOR	48"
SD	SWITCH, DIMMER	48"

MOUNTING HEIGHTS ARE AS GIVEN UNLESS NOTED OTHERWISE ON THE PLANS.



NOTES:
1. PROVIDE EXTRA DEEP SINGLE GANG BOX FOR DIMMER/SWITCH.
2. PROVIDE LEVITON CORNER MOUNT OSW12-M0W OCCUPANCY SENSORS WITH OPP20-OD2 POWER PACKS.
3. CHANGE OCCUP SENSOR TIME DELAY TO 20 MINUTES.
4. CAP UNUSED POWER PACK BLUE LEAD. NOT SHOWN ON DIAGRAM.

1 / E100 **2 ZONE OCCUPANCY SENSOR DETAIL**
1 1/2" = 1'-0"

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ELECTRICAL NOTES AND SPECIFICATIONS
E100

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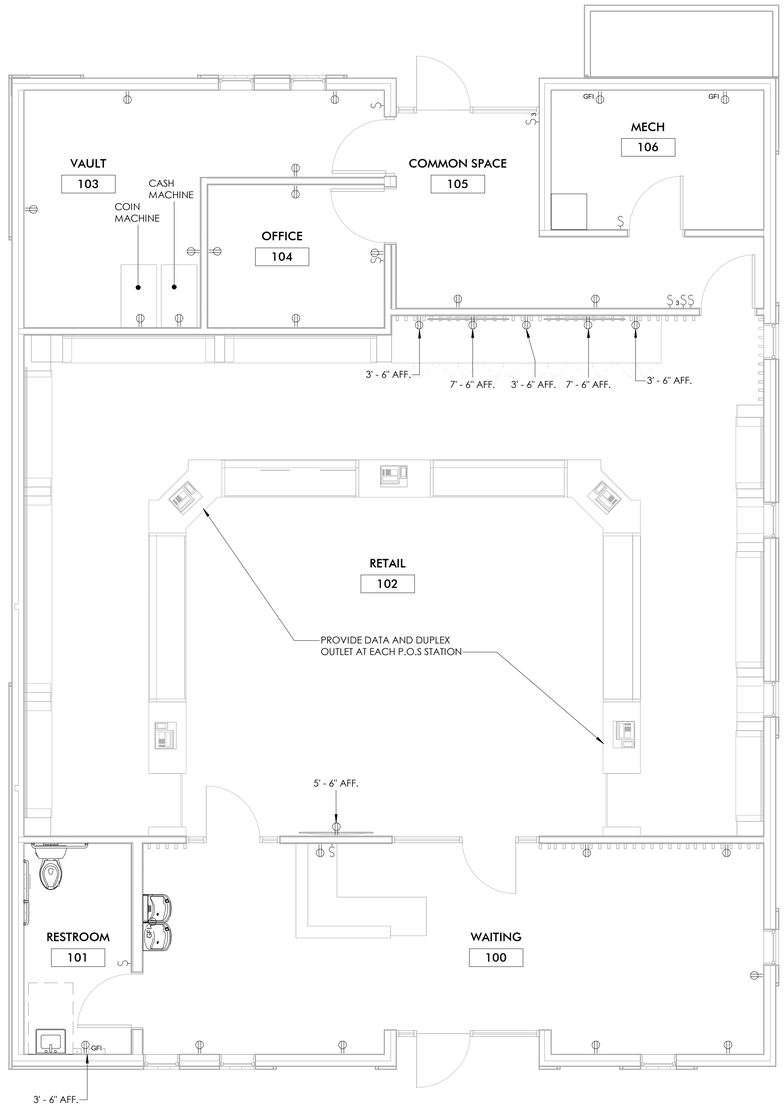

1 / E101 FIRST FLOOR ELECTRICAL PLAN
1/4" = 1'-0"

ELECTRICAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRIC CODE AND ALL AUTHORITIES HAVING JURISDICTION.
2. ELECTRICAL CONTRACTOR TO SECURE AND PAY FOR ALL PERMITS AND FEES.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES FOR INSTALLATION OF ALL EQUIPMENT. INSTALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
4. ALL WIRING SHALL BE COPPER NO. 12 AWG MINIMUM SIZE, TYPE THNN/THXX INSULATION.
5. ALL WIRING SHALL BE INSTALLED IN A METALLIC CONDUIT SYSTEM. RUN ALL NEW CONDUIT CONCEALED IN FINISHED AREAS.
6. ALL RECEPTACLES SHALL BE 20 AMP, GROUNDING TYPE, **MATCHING EXISTING COLOR AND COVERPLATES**. PROVIDE GFCI TYPES WHERE SHOWN AND ANYWHERE WITHIN SIX FEET OF A PLUMBING FIXTURE. VERIFY AND COORDINATE ALL POWER OUTLETS TYPES AND LOCATIONS WITH OWNER PRIOR TO INSTALLATIONS.
7. ALL LIGHT SWITCHES SHALL BE SILENT TYPE, 20 AMP., TO **MATCH EXISTING**.
8. MAXIMUM LOAD FOR A 20 AMP BREAKER SHALL BE 15 AMPS OR 1800 WATTS AT 120 VAC.
9. PROVIDE NEW TYPED PANEL INDEXES ON ALL ELECTRICAL PANELS THAT WERE REVISED.
10. LIGHTING SHOWN SCHEMATICALLY ON REFLECTED CEILING PLAN, CENTER LIGHTINGS IN ROOM UNLESS NOTED OTHERWISE.
11. ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS.
12. GUARANTEE ELECTRICAL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE.
13. IT IS UNDERSTAND AND AGREED BY THE INSTALLER THAT WORK HEREIN DESCRIBED SHALL BE COMPLETE IN EVERY DETAIL, EVEN THOUGH EVERY ITEM INVOLVED IS NOT PARTICULARLY MENTIONED. INSTALLER SHALL BE HELD TO PROVIDE ALL LABOR AND MATERIALS NECESSARY FOR THE WORK INTENDED AND DESCRIBED FOR A COMPLETE AND OPERATIONAL SYSTEM. SUCH MATERIALS SHALL INCLUDE, BUT ARE NOT LIMITED TO, CONDUIT, FITTINGS, COVERPLATES, WIRING, BREAKERS, CONTROL DEVICES, LIGHTING ACCESSORIES, ETC. THIS ALSO INCLUDES EQUIPMENT REQUIRED BY STATE AND LOCAL CODES.
14. ELECTRICAL AND DATA OUTLETS ARE SHOWN SCHEMATICALLY IN NATURE. REVIEW FINAL PLACEMENT WITH OWNER BEFORE INSTALL.
15. THE ELECTRICAL SYSTEM IS TO BE A DESIGN BUILD SYSTEM. IT IS TO BE DESIGNED, PROVIDED, AND INSTALLED BY A LICENSED ELECTRICAL CONTRACTOR OR ENGINEER IN THE STATE OF MICHIGAN. THE SYSTEM IS TO BE DESIGNED TO MEET ALL APPLICABLE MICHIGAN ELECTRICAL CODES IN FORCE AT THE TIME OF INSTALLATION AND INSPECTION. ANY ELECTRICAL SHOWN IS FOR REFERENCE ONLY AND HAS BEEN DESIGNED BY A LICENSED CONTRACTOR. THE ARCHITECT DOES NOT TAKE ANY LIABILITY FOR THESE SYSTEMS.

ELECTRICAL FIXTURES

***ALL FIXTURES SHOWN ARE TO BE A BASIS OF DESIGN, EQUAL EQUIVALENTS ARE ACCEPTED.**

TAG	SYMBOL	MANUFACTURER & DESCRIPTION	MODEL / COLOR
A		LITHONIA 6" CYLINDER CAN LIGHT	LDN6 CYLINDER SERIES / BLACK IN COLOR
B		LITHONIA 6" RECESSED CAN LIGHT OR WALL WASH	LDN6 / COLOR TO MATCH CEILING
C		BEACH LIGHTING ULTRA SLIM LED UNDERCABINET LIGHT	BEA380917 / BLACK IN COLOR
D		POWERLED SURFACE UNDERCABINET PUCK LIGHT	DLS472984 / BLACK IN COLOR
E		LITHONIA HIGH BAY LED LIGHT FIXTURE	JCBL / SILVER IN COLOR
F		BROAN EXHAUST FAN WITH LED LIGHT, 110 CFM	NUTONE FLEX SERIES / WHITE IN COLOR
G		LITHONIA EMERGENCY LIGHT	ELM6L / WHITE IN COLOR
H		LITHONIA EXIT-UNIT COMBO	LHQM LED / WHITE IN COLOR
I		BROWNLEE LIGHTING VANITY LIGHT	FLOW SQ / SILVER IN COLOR
J		LITHONIA LED FLAT PANEL 2'X2' OR 2'X4' LED FIXTURE	CPX / WHITE IN COLOR
K		MARK ARCHITECTURAL LIGHTING, 4' LED RECESSED STRIP LIGHT	SLOT 4 RECESSED / COLOR TO MATCH CEILING

ELECTRICAL SYMBOLS

- S_3 — THREE-WAY SWITCH
- S — SWITCH
- GFI — GROUNDED FAULT INTERCEPTOR OUTLET
- DUPLEX OUTLET

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ELECTRICAL PLAN
E101

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PLUMBING ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
APD	AIR PRESSURE DROP
BD	BALANCING DAMPER
BF	BARRIER FREE
BOD	BOTTOM OF DUCT ELEVATION
BTUH	BRITISH THERMAL UNIT PER HOUR
BV	BALANCING VALVE
CB	CATCH BASIN
CBV	CALIBRATED BALANCING VALVE
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CH	CABINET HEATER
CI	CAST IRON
CM	CEILING MOUNTED
CO	CLEAN OUT
CV	CONTROL VALVE
CW	DOMESTIC COLD WATER
DF	DRINKING FOUNTAIN
DN	DOWN
EA	EXHAUST AIR
EAT	ENTERING AIR TEMPERATURE
EDB	ENTERING DRY BULB
EF	EXHAUST FAN
ESP	EXTERNAL STATIC PRESSURE
EWB	ENTERING WET BULB
EWC	ELECTRIC WATER COOLER
EWT	ENTERING WATER TEMPERATURE
EXIST	EXISTING
FD	FLOOR DRAIN
FPM	FEET PER MINUTE
FR	FIN RADIATION
HB	HOSE BIBB
GPM	GALLONS PER MINUTE
HP	HORSE POWER
HW	DOMESTIC HOT WATER
HWR	DOMESTIC HOT WATER RETURN
IE	INVERT ELEVATION
LAT	LEAVING AIR TEMPERATURE
LAV	LAVATORY
LDB	LEAVING DRY BULB
LVR	LOUVER
LWB	LEAVING WET BULB
LWT	LEAVING WATER TEMPERATURE
MA	MIXED AIR
MAT	MIXED AIR TEMPERATURE
MAX	MAXIMUM
MB	MOP BASIN
MBH	BRITISH THERMAL UNIT PER HOUR (THOUSANDS)
MH	MANHOLE
MIN	MINIMUM
MTG	MOUNTING
MV	MANUAL AIR VENT
NC	NORMALLY CLOSED
NFWH	NON-FREEZE WALL HYDRANT
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
OA	OUTSIDE AIR
OAI	OUTSIDE AIR INTAKE
PD	PRESSURE DROP
PIV	POST INDICATOR VALVE
PRV	PRESSURE REDUCING VALVE
PR	PANEL RADIATION
PT	PRESSURE / TEMPERATURE TAPPING
RA	RETURN AIR
RAV	RELIEF AIR VENT
RD	ROOF DRAIN
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
RPPBP	REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTER
RV	RELIEF VALVE
RW	RAW WATER (UNSOFTENED)
SA	SUPPLY AIR
SENS	SENSIBLE
SH	SHOWER
SK	SINK
SOV	SHUT-OFF VALVE
SP	STATIC PRESSURE
TEMP	TEMPERATURE
TOT	TOTAL
TR	TEMPERATURE RISE
TS	TIP SPEED
TSP	TOTAL STATIC PRESSURE
UH	UNIT HEATER
UR	URINAL
VAV	VARIABLE AIR VOLUME BOX
V	VENT
VEL	VELOCITY
VIF	VERIFY IN FIELD
VTR	VENT THRU ROOF
W	WASTE
WC	WATER CLOSET
WPD	WATER PRESSURE DROP

SYMBOLS

AW	ACID WASTE
AWV	ACID WASTE VENT
	BALANCING VALVE
	BUTTERFLY VALVE
	CALIBRATED BALANCING VALVE
	CAP
	CHECK VALVE
CR	CHILLER RETURN
CS	CHILLER SUPPLY
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
	COLD WATER (DOMESTIC)
CA	COMPRESSED AIR
COND	CONDENSATE
CD	CONDENSATE DRAIN
	CONTROL VALVE
CTR	COOLING TOWER RETURN
CTS	COOLING TOWER SUPPLY
	FIRE DAMPER (HORIZONTAL)
	FIRE DAMPER (VERTICAL)
	FIRE/SMOKE DAMPER
FP	FIRE PROTECTION
	FLOW METER (PROBE TYPE)
FS	FLOW METER (WAFER TYPE)
	FLOW SWITCH
FD	FOOTING DRAIN
FOR	FUEL OIL RETURN
FOS	FUEL OIL SUPPLY
G	GAS
	GAS COCK
HR	HEATING HOT WATER RETURN
HS	HEATING HOT WATER SUPPLY
HPR	HEAT PUMP RETURN
HPS	HEAT PUMP SUPPLY
	HOT WATER RETURN (DOMESTIC)
	HOT WATER SUPPLY (DOMESTIC)
H	HUMIDISTAT
MA	MEDICAL AIR
MVAC	MEDICAL VACUUM
	OUTSIDE STEM AND YOKE VALVE
O2	OXYGEN
	PRESSURE GAUGE
	PRESSURE REDUCING VALVE
	PRESSURE RELIEF VALVE
	PRESSURE / TEMPERATURE TAPPING
PHR	PRIMARY HEATING HOT WATER RETURN
PHS	PRIMARY HEATING HOT WATER SUPPLY
PC	PUMPED CONDENSATE
	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER
SAN	SANITARY SEWER (ABOVE FLOOR)
SAN	SANITARY SEWER (BELOW FLOOR)
	SHUT-OFF VALVE
S	SMOKE DAMPER
SCW	SOFT COLD WATER
SHW	SOFT HOT WATER
SHWR	SOFT HOT WATER RETURN
	SPRING CHECK VALVE
STM (#)	STEAM
T	STEAM TRAP
ST	STORM SEWER (ABOVE FLOOR)
ST (OF)	STORM SEWER (OVERFLOW SYSTEM)
ST	STORM (BELOW FLOOR)
	STRAINER
TS	TEMPERATURE SENSOR
TW	TEPID WATER
TWR	TEPID WATER RETURN
	THERMOMETER
T	THERMOSTAT
	THREE-WAY CONTROL VALVE
	THROTTLING VALVE
	TRIPLE DUTY VALVE (ANGLE)
	TRIPLE DUTY VALVE (STRAIGHT)
	UNION
VAC	VACUUM
	VACUUM BREAKER
V	VENT

PLUMBING FIXTURES

WATER CLOSET (TANK TYPE) WC-1
WATER CLOSET (FLOOR MOUNTED): KOHLER WELLWORTH CLASSIC, TWO-PIECE ELONGATED 1.6 GPF TOILET, K-3505-SS, VITEOUS CHINA, EQUIPPED WITH SLOAN FLUSHMATE POLISHED CHROME LEFT HANDED LEVER, WITH ANTIMICROBIAL FINISH, WHITE IN COLOR, CONTRACTOR TO SUPPLY OPEN FRONT SEAT, TO MATCH. THE TOILET IS ASME A112.19.2/CSA B45.1 AND ADA COMPLIANT

SK-1
KOHLER SOHO K-2084-0 WHITE 20" X 18" WALL-MOUNT BATHROOM SINK WITH SINGLE FAUCET HOLE
KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET

DF-1
ELKAY HIGH-LO DRINKING FOUNTAIN EZSTL8C

MB-1
MOP BASIN: ONE PIECE MOLDED IN STONE 10" HIGH 24" X 24" BASIN WITH 1" SHOULDERS AND TILING FLANGES AS REQUIRED. FURNISH WITH FACTORY INSTALLED STAINLESS STEEL 3" DRAIN BODY WITH REMOVABLE STAINLESS STEEL STRAINER. MUSTEE MODEL 63M DURASTONE OR EQUAL. FAUCET SHALL BE CHICAGO FAUCET MODEL 897-CRCF WITH INTEGRAL CHECK VALVES, ROUGH CHROME PLATED CAST BRASS COMBINATION SERVICE SINK FITTING WITH VACUUM BREAKER, ¾" THREADED HOSE SPOUT, WALL BRACE, PAIL HOOK, ADJUSTABLE FLANGED FEMALE SUPPLY ARMS AND INTEGRAL STOPS. PROVIDE WITH MUSTEE MODEL 65.600 MOP HOLDER OR EQUAL AND WITH MUSTEE MODEL 65.700 HOSE AND SS HOSE HANGER BRACKET OR EQUAL

SS-1
SERVICE SINK: ONE PIECE 23"X23" FLOOR MOUNT SINGLE UTILITY SERVICE SINK WHITE BY FLORESTONE MANUFACTURER PART #FM-1 UD

WATER HEATER WH-1
(140ºF WATER TO KITCHEN EQUIP) BASED ON LOCHINVAR SHIELD GAS WATER HEATER, MODEL SNR201-100 115V/1Ø, 90 GALLON, 199,999 BTUH INPUT, 233 GPH RECOVERY@100ºF RISE, 305 GPH FIRST HOUR. 3"Ø AIR INLET AND 3"Ø VENT. PROVIDE WITH VENT TERMINATION KIT, CONDENSATION NEUTRALIZATION KIT. ELECTRICAL DATA: 120/1/60.

PLUMBING NOTES

FITTINGS, TRIM, AND ACCESSORIES
A. TOILET SEATS: ELONGATED, SOLID WHITE PLASTIC WITH MOLDED-IN BUMPERS, CLOSED BACK/OPEN FRONT, LESS COVER, AND HAVING BRASS CHECK HINGE.
B. SUPPLIES AND STOPS FOR LAVATORIES AND SINKS: POLISHED CHROME-PLATED, LOOSE-KEYED ANGLE STOP HAVING ½" INLET AND 3/8" O.D. X 12" LONG CHROME-PLATED BRASS TUBING OUTLET, AND WALL FLANGE AND ESCUTCHEON.
C. TRAPS: BRASS, CHROME PLATED ADJUSTABLE "P" TRAP WITH CLEANOUT AND WASTE TO WALL WITH ESCUTCHEON.
D. THERMOSTATIC MIXING VALVE FOR INDIVIDUAL LAVS OR SINKS: CONFORM TO ASSE STANDARD 1070 WITH HIGH LIMIT SET AT 110ºF WITH CHECKSTOPS ON INLETS. WATTS SERIES USG-B UNDER SINK GUARDIAN OR EQUAL.
E. BARRIER-FREE LAVATORY TRAP WRAP: PROVIDE ADA-CONFORMING, WHEELCHAIR ACCESSIBLE LAVATORY P-TRAP AND ANGLE VALVE ASSEMBLY PROTECTIVE PIPE COVER. COVER SHALL BE SECURED WITH SNAP-CLIP FLUSH REUSABLE FASTENERS, ANGLE STOP SHALL HAVE LOCK-LID LOCKING ACCESS COVERS. TRUE-BRO LAV GUARD OR EQUAL.
F. IN LOCATIONS WHERE ARCHITECT IS PROVIDING A BELOW COUNTER BARRIER-FREE COUNTERTOP BASIN SHIELD, PROVIDE OFFSET TAILPIECE TO ALLOW FOR INSTALLATION OF ARCHITECTURAL SHIELD / AVOID CONFLICT WITH SINK TAILPIECE. ELKAY LKAD/LKAD18 OR EQUAL.

INSTALLATION
A. INSTALL PLUMBING FIXTURES LEVEL AND PLUMB, IN ACCORDANCE WITH FIXTURE MANUFACTURER'S WRITTEN INSTRUCTIONS, ROUGH-IN DRAWINGS, AND PERTINENT CODES AND REGULATIONS, THE ORIGINAL DESIGN, AND THE REFERENCED STANDARDS.
B. COMPLY WITH THE INSTALLATION REQUIREMENTS OF REQUIRED CODES AND STANDARDS WITH RESPECT TO BARRIER-FREE PLUMBING FIXTURES. COORDINATE WITH GRAB BAR INSTALLATIONS.
C. INSTALL COUNTER TOP MOUNTED SINKS AS FAR FORWARD AS POSSIBLE WITHIN COUNTER TOP.
D. FASTEN PLUMBING FIXTURES SECURELY TO SUPPORTS OR BUILDING STRUCTURE. SECURE SUPPLIES BEHIND OR WITHIN WALL CONSTRUCTION TO PROVIDE RIGID INSTALLATION.
E. INSTALL A STOP VALVE IN AN ACCESSIBLE LOCATION IN THE WATER CONNECTION TO EACH FIXTURE.
F. INSTALL ESCUTCHEONS AT EACH WALL, FLOOR, AND CEILING PENETRATION IN EXPOSED FINISHED LOCATIONS AND WITHIN CABINETS AND MILLWORK.
G. SEAL FIXTURES TO WALLS AND FLOORS USING SILICONE SEALANT. MATCH SEALANT COLOR TO FIXTURE COLOR.
H. INSTALL FLUSH VALVES FOR WATER CLOSETS IN OFF-SET TYPE BARRIER-FREE STALLS WITH HANDLES ON WIDE SIDE OF STALL
I. INSTALL THERMOSTATIC MIXING VALVE FOR INDIVIDUAL LAVS OR SINKS BENEATH FIXTURE, IN A VISUALLY CONCEALED LOCATION

ROUGH-IN SCHEDULE
LINE SIZES INDICATED BELOW ARE RUN-OUT SIZES. REDUCE SIZE AS REQUIRED AT CONNECTION TO FIXTURE. MAIN LINES SHALL BE INSTALLED AS INDICATED ON DRAWINGS.

FIXTURE	HOT WATER	COLD WATER	WASTE	VENT
LAVATORY	1/2"	1/2"	2"	2"
SINK	1/2"	1/2"	1 1/2"	2"
WATER CLOSET TANK	-	1/2"	4"	2"
MOP BASIN	3/4"	3/4"	3"	1 1/2
NON-FREEZE HYDRANT	-	3/4"	-	-
HOSE BIBB	-	3/4"	-	-

MOUNTING HEIGHTS SCHEDULE
MOUNT PLUMBING FIXTURES AS SCHEDULED BELOW.

FIXTURE	MOUNTING HEIGHT
LAVATORY	31" FLOOR TO RIM
SINK	36" FLOOR TO RIM
BARRIER-FREE LAVATORIES AND SINK	REFER TO ARCH. DRAWINGS FOR EXACT LOCATION AND HEIGHTS **(MAX 34" A.F.F. TO RIM)**
BARRIER FREE WATER CLOSET	17" FLOOR TO TOP OF SEAT 27" FLOOR TO BOTTOM EDGE OF FRONT APRON
BARRIER FREE FLUSH VALVES	44" MAX HANDLE TO FLOOR
SHOWER HEAD	72" FLOOR TO HEAD
BARRIER FREE SHOWER CONTROLS	MIN. 38" ABOVE FLOOR, MAX 48" ABOVE FLOOR
BARRIER FREE SHOWER SPRAY UNIT	BOTTOM MAX 48" ABOVE FLOOR
SLIDE BAR	TOP MIN. 72" ABOVE FLOOR

***SEE MOUNTING HEIGHTS + ABBREVIATIONS SHEET FOR VISUALS**

PLUMBING SPECIALTIES
A. CALIBRATED BALANCING VALVES: PROVIDE AS INDICATED. CALIBRATED BALANCE VALVES EQUIPPED WITH VALVES ON READOUT PORTS TO FACILITATE CONNECTING OF DIFFERENTIAL PRESSURE METER TO BALANCE VALVES. READOUT VALVES SHALL HAVE 1/4" NPT CONNECTION FOR METERS. PROVIDE CALIBRATED NAMEPLATE TO INDICATED DEGREE OF CLOSURE OF ORIFICE. CONSTRUCT BALANCING VALVE WITH INTERNAL SEALS TO PREVENT LEAKAGE AROUND ROTATING ELEMENT. VALVES TO HAVE MEMORY STOP FEATURE TO ALLOW VALVE TO BE CLOSED AND THEN REOPENED TO SET POINT WITHOUT DISTURBING BALANCING POSITION. PROVIDE BALANCE VALVES WITH PERFORMED POLYURETHANE INSULATION SUITABLE FOR USE ON DOMESTIC HOT WATER SYSTEMS, AND TO PROTECT BALANCE VALVES DURING EQUIPMENT. BELL & GOSSETT "CIRCUIT SETTER" APOLLO VALVES OR EQUAL.
B. RECESSED NONFREEZE WALL HYDRANTS: CAST-BRONZE BOX, WITH TEE HANDLE KEY, VACUUM BREAKER, HINGED LOCKING COVER, 3/4" IN INLET, AND HOSE OUTLET. PROVIDE BRONZE CASING OF SUITABLE LENGTH TO HAVE VALVE BODY INSIDE BUILDING, NOT WITHIN EXTERIOR WALL. "WOODFORD" MODEL B67, "CONBRACO" OR EQUAL.
C. BACKFLOW PREVENTER: REDUCED-PRESSURE-PRINCIPLE ASSEMBLY CONSISTING OF SHUTOFF VALVES ON INLET AND OUTLET AND STRAINER ON INLET. ASSEMBLIES SHALL INCLUDE TEST COCKS, AIR GAP DRAIN FITTING AND PRESSURE-DIFFERENTIAL RELIEF VALVE LOCATED BETWEEN 2 POSITIVE SEATING CHECK VALVES AND COMPLY WITH REQUIREMENTS OF ASSE STANDARD 1013. PRESSURE DROP THROUGH ASSEMBLY SHALL NOT EXCEED 12 PSIG. "WATTS" NO. 909 SERIES, FEBCO, APOLLO VALVES.

GENERAL PLUMBING NOTES

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, AND LAWS.
2. ARRANGE AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED.
3. ALL WORK SHALL BE PERFORMED TO FACILITATE EXPEDITIOUS PROGRESS ON THE WHOLE PROJECT. COORDINATE WORK WITH OTHER TRADES TO MINIMIZE AND RESOLVE POTENTIAL CONFLICTS.
4. COMPLETED SYSTEMS SHALL BE TESTED, BALANCED, AND GUARANTEED. PROVIDE REPORT TO A/E.
5. THE DRAWINGS ARE DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL PROVIDE FITTINGS, OFFSETS, ETC., AS NECESSARY TO PROVIDE COMPLETE SYSTEMS.
6. FURNISH AND INSTALL ALL VALVING FOR THE PROPER SECTIONALIZING AND OPERATION OF PIPING SYSTEMS. PROVIDE ACCESS PANELS AS REQUIRED FOR ACCESS TO VALVES.
7. ALL PIPES PASSING THROUGH FINISHED WALLS, PARTITIONS, AND FLOORS SHALL BE FITTED WITH ADJUSTABLE ESCUTCHEONS, AND APPROPRIATE FIRE STOPPING WHERE REQUIRED.
8. ATTACH ALL FIXTURES TO SUPPORTING SURFACES PLUMB AND LEVEL. WALL HUNG UNITS SHALL BE SECURELY FASTENED TO WALL BACKING. PROVIDE CHAIR CARRIERS FOR ALL LAVATORIES
9. WHERE FIXTURES ARE MOUNTED TO WALLS AND FLOORS, SEAL ALL INTERSECTIONS WITH DOW WHITE SILICONE CAULK.
10. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY DETAIL OF CONSTRUCTION. CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS NECESSARY FOR A COMPLETE CODE COMPLYING SYSTEM.
11. FINAL LOCATION OF ALL CEILING FEATURES NEEDS TO BE COORDINATED WITH ALL TRADES.
12. PROVIDE APPROPRIATE FIRE STOPPING MATERIALS WHERE FIRE RATED ASSEMBLIES ARE PENETRATED.
13. ALL WORK AND MATERIALS SHALL BE GUARANTEED IN WRITING FOR ONE YEAR FROM PROJECT COMPLETION.
14. PROVIDE SHOP DRAWINGS FOR APPROVAL OF PLUMBING FIXTURES, ROOF TOP UNITS, GRILLES AND REGISTERS, FANS, WATER HEATERS, AND THERMOSTATS.
15. MECHANICAL CONTRACTOR TO FIELD VERIFY ALL SITE LOCATIONS.
16. SLOPE ALL NEW SANITARY PIPING A MIN. OF 1/8" PER FOOT.
17. SANITIZE ALL NEW HOT & COLD WATER LINES PER LOCAL WATER DEPARTMENT REQUIREMENTS. FLUSH AND TEST SYSTEM FOR LEAKS. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR PROPER LEAK-FREE OPERATION OF SYSTEM. SOLDER JOINTS WITH NON-LEAD SOLDER.
18. PROVIDE DI-ELECTRIC FITTINGS WHERE DISSIMILAR METALS ARE CONNECTED.
19. SUPPLY ALL NECESSARY TRIM, P-TRAPS, AND ANGLE STOPS AT EACH PLUMBING FIXTURE.
20. DISTRIBUTE HOT & COLD WATER PIPING IN TYPE "L" HARD DRAWN COPPER TUBING, ASTM B 88, TO MEET MINIMUM CONNECTION SIZE REQUIREMENTS AS SHOWN ON THE PLUMBING FIXTURE CONNECTION SCHEDULE.
21. INSULATE ALL COLD WATER LINES WITH 1" MINERAL FIBER INSULATION WITH VAPOR BARRIER. INSULATE ALL HOT WATER LINES WITH 1" FIBERGLASS.
22. DRAIN, VENT AND WASTE PIPING SHALL BE SCHEDULE DWV PVC. CLEAN OUTS IN FINISHED AREAS SHALL BE RECESSED AND HAVE CHROME OR BRASS COVER PLATES FLUSH WITH THE FINISHED FLOOR.
23. PROVIDE SHUTOFF VALVES ON HOT & COLD WATER BRANCH PIPING TO ISOLATE BRANCH.
24. PROVIDE CLEAN OUTS INSIDE AND OUTSIDE THE BUILDING 100 FEET APART, AND AT LOCATIONS WHERE A CHANGE IN DIRECTION GREATER THAN 45 DEGREES OCCURS.
25. INSTALL EACH FIXTURE WITH TRAP, EASILY REMOVABLE FOR SERVICE AND CLEANING.
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27. INSTALL POTABLE WATER PROTECTION DEVICES ON PLUMBING LINES WHERE CONTAMINATION OF DOMESTIC WATER MAY OCCUR, ON JANITOR ROOMS, FIRE SPRINKLER SYSTEMS, AND FLUSH VALVES.
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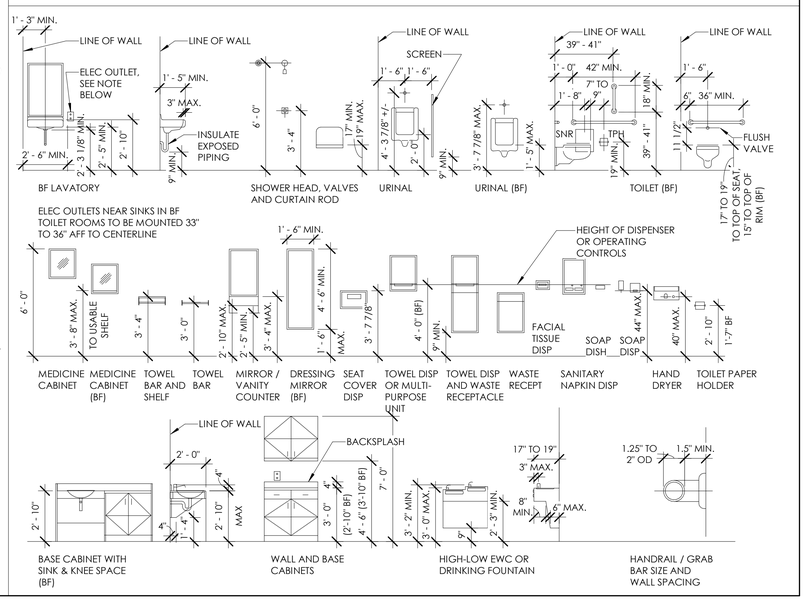
29. FURNISH AND INSTALL WATER HAMMER ARRESTERS IN ACCORDANCE WITH PDI WH201.
30. LAY OUT PLUMBING WORK TO AVOID CONFLICTS WITH OTHER BUILDING COMPONENTS. ESTABLISH ELEVATION OF PUBLIC SEWER SYSTEM.

PLUMBING FIXTURES MOUNTING HEIGHTS



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DRIVEN DESIGN

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PROJECT NAME
SMOK CANNABIS
PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
ABRO BROTHERS INC

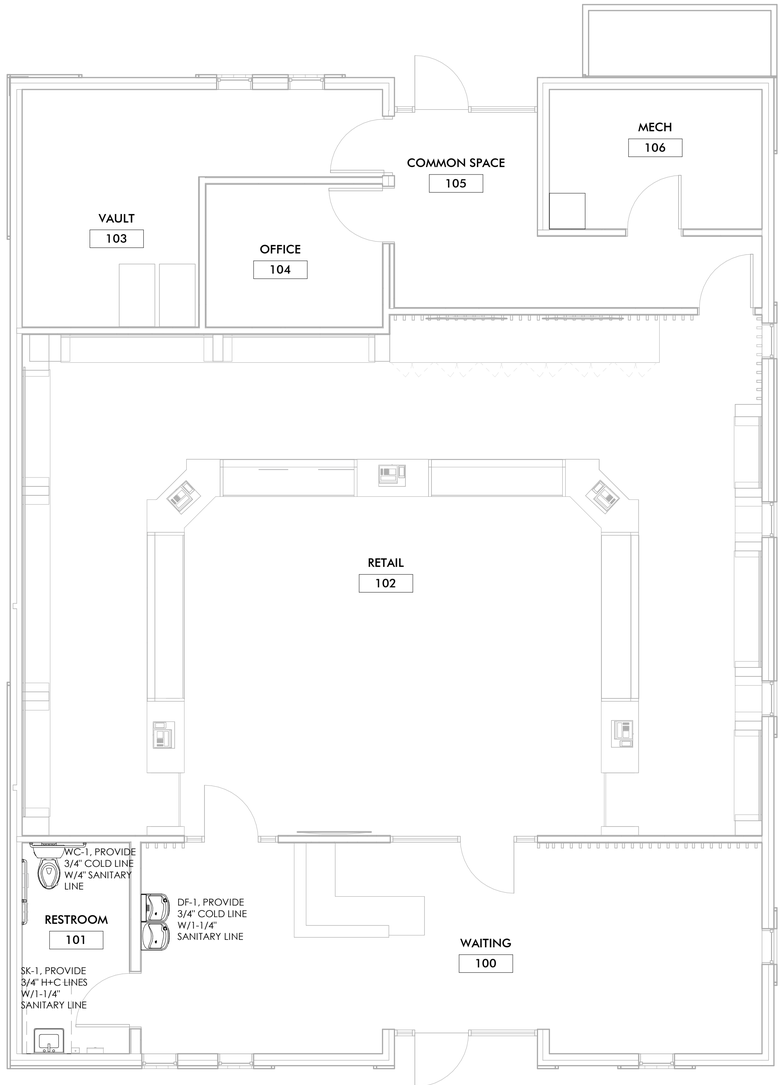
ISSUE
SITE PLAN APPROVAL

REVISION

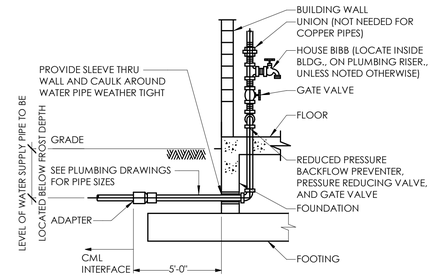
DRAWN BY Author
DATE 7/10/2023 10:08:46 PM
SCALE 1/4" = 1'-0"
STAMP

PROJECT NUMBER
2023.054

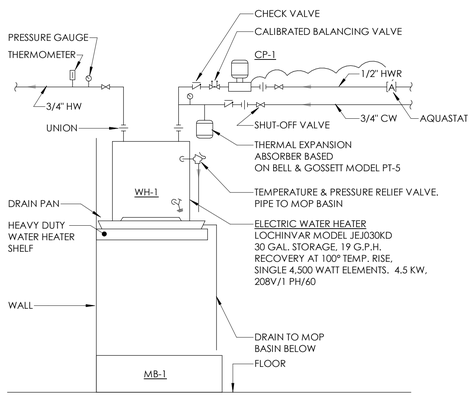
PLUMBING NOTES
P100



1 P101 **FIRST FLOOR PLUMBING PLAN**
1/4" = 1'-0"



3 P101 **WATER SERVICE DETAIL - 1 METER**
NTS



CP-1 BASED ON BELL & GOSSETT MODEL NUMBER E3-6V/BUPYZ. PROVIDE WITH ADJUSTABLE SPEED CONROL, AQUASTAT, UTC CONNECTION, AND 120V/1PH/60 PLUG CONNECTION.

2 P101 **WATER HEATER 30 GAL. ELEC. + MOP SINK**
NTS

PLUMBING FIXTURES

WATER CLOSET (TANK TYPE) WC-1
WATER CLOSET (FLOOR MOUNTED): KOHLER WELLWORTH CLASSIC, TWO-PIECE ELONGATED 1.6 GPF TOILET, K-3505-SS, VITEOUS CHINA, EQUIPPED WITH SLOAN FLUSHMATE POLISHED CHROME LEFT HANDED LEVER, WITH ANTIMICROBIAL FINISH, WHITE IN COLOR, CONTRACTOR TO SUPPLY OPEN FRONT SEAT, TO MATCH. THE TOILET IS ASME A112.19.2/CSA B45.1 AND ADA COMPLIANT

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DRIVEN DESIGN

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NOT FOR CONSTRUCTION

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STAMP

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2023.054

PLUMBING PLAN

P101

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TAB 8

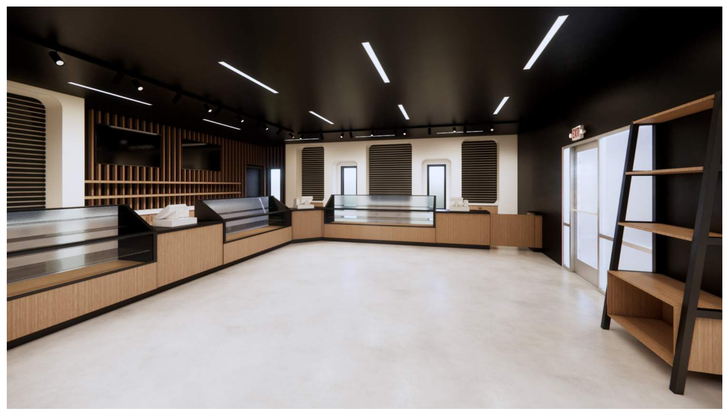
SMŌK
CANNABIS

PROPOSED GRAPHICS

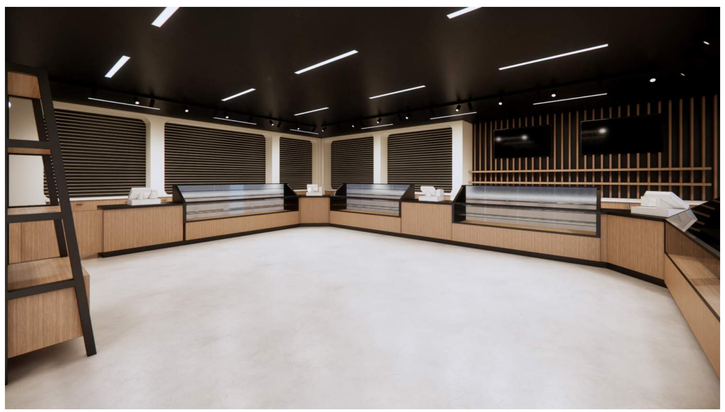
SMOK Holding Co will operate as SMOK Cannabis. Attached herein are renderings of proposed signage & graphics to be used pursuant to §16-516(d)(18). Signage will conform to all city sign ordinance requirements.

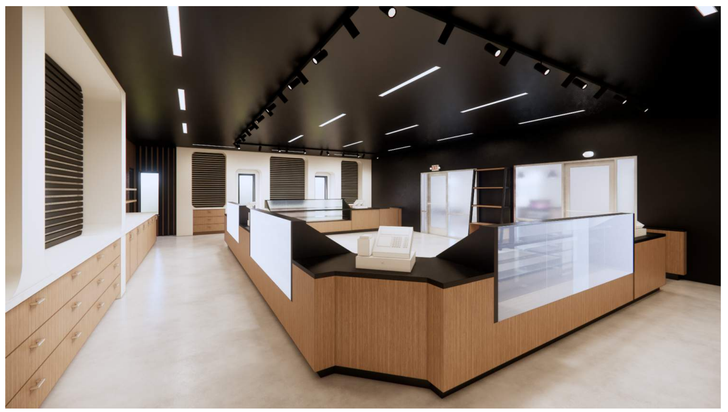
SMŌK
CANNABIS

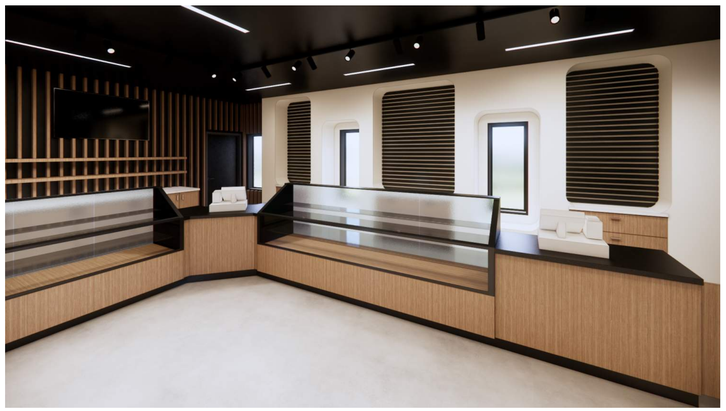
RENDERINGS - FOR REFERENCE ONLY



RENDERINGS - FOR REFERENCE ONLY







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DRIVEN DESIGN

ARCHITECT
Driven Design Studio PLLC
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(269) 753-8040
cody@drivendesignstudio.com

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NOT FOR CONSTRUCTION

PROJECT NAME
SMOK CANNABIS
PROJECT ADDRESS
810 W ARGYLE ST, JACKSON MI 49202
CLIENT
ABRO BROTHERS INC

ISSUE
SCHEMATIC DESIGN

REVISION

DRAWN BY CMN
DATE 6/16/2023 4:14:48 PM
SCALE 12" = 1'-0"
STAMP

PROJECT NUMBER
2023.054

RENDERINGS

T001

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TAB 9

SMŌK
CANNABIS

PROPERTY PURCHASE AGREEMENT

Pursuant to §16-516(d)(11) the purchase agreement for 810 W Argyle St is attached.

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EXIT REALTY 1ST

11/25/22
11:37 AM EST
dotloop verified

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below) by and between American 1 Credit Union whose address is 718 E Michigan Ave, Jackson, MI("Seller"), and Anthony Yousif ("Purchaser"), whose address is Birmingham, MI 48009 in the manner following:

PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the real property located in the City of Jackson, County of Jackson, Michigan, commonly known a 810 W Argyle St, tax parcel identification number 2-2439.A300 and further described as: see attached legal description as **Exhibit A**, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

If sale includes any equipment or personal property, attach list as **Exhibit B**. A bill of sale will be executed at closing. If sale includes any tenant leases, attach list and current rent roll as **Exhibit C**. An assignment of leases will be executed at closing. If sale includes any licenses, permits or other intangible property, attach list as **Exhibit D**. An assignment will be executed at closing.

1. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Six Hundred Seventy Five Thousand ($675,000) Dollars.

2. **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Cash. Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

3. **EARNEST MONEY DEPOSIT**. Within five (5) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with acceptable Title Company of Sellers Choice, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Twenty Thousand ($20,000) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

4. **DUE DILIGENCE CONTINGENCY**. Purchaser shall have 60 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items:

- Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.

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- Purchaser's satisfaction with the results of an environmental site assessment.
- Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.
- Purchaser receiving preliminary site plan approval.
- Purchaser obtaining a survey of the Property ("Survey").
- Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.
- Purchasing conducting any other due diligence desired by Purchaser.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

5. **TITLE INSURANCE**.

(a) **Title Insurance**: Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, with Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked-up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked-up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.

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(b) **Objections to Title and Survey**. If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

6. **ENVIRONMENTAL.**

(a) **Environmental.** Seller has not received written notice of any claim with regard to hazardous substances or wastes with respect to the Property.

(b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

7. **CLOSING AND CLOSING ADJUSTMENTS.** Subject to the terms and conditions of this Agreement, the sale and purchase herein provided shall be consummated (the "Closing") either at the offices of, or through a remote escrow with, the Title Company or at another mutually acceptable location at 9:00 a.m. on the date that is 10 days following the expiration of the Inspection Period (the "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, under the Michigan Land Division Act, MCL 560.101 *et seq* . Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property. The parties shall share equally all Title Company fees and expenses. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon

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the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

8. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

(a) **Authority**. Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(b) **Title**. Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.

(c) **Conflicts**. The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.

(d) **Litigation**. There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(e) **No Violations**. In the event Seller receives written notice of any violations of state or federal laws, municipal, or county ordinances, or other legal requirements affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.

(f) **Foreign Ownership**. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.

(g) **Construction Liens**. On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished,

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in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

9. **PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

(a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

10. **DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

11. **AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.

12. **SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

13. **PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

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14. **SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. **NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery. Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

❑ If to Purchaser:

Name:	Anthony Yousif c/o Chris Breneman
Address:	
Phone:	
Email:	

With copy to:

Name:	Chris Breneman
Address:	740 Laurence Ave, Jackson, MI 49202
Phone:	5177507650
Email:	Chris@exitjackson.com

❑ If to Seller:

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Name:	
Address:	
Phone:	
Email:	

With copy to:

Name:	
Address:	
Phone:	
Email:	

16. **ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement, provided that such documents and/or acts (including, without limitation, any documents and/or acts requested by Title Company pursuant to Section 12) do not have the effect of amending this Agreement or modifying the obligations of either party under this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.

18. **MICHIGAN LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

19. **AMENDMENTS**. This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.

20. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase “Effective Date” shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties.

21. **BROKER.** Purchaser and Seller each acknowledge that: (i) Purchaser’s real estate agent is Chris Breneman and is acting as an agent of the Purchaser and (ii) Seller’s real estate agent is Nathaan Lazebnik and is acting as an agent of the Seller, with written, informed consent of both Purchaser and Seller. Seller agrees to pay the real estate broker(s) involved in this transaction a combined brokerage fee of $47,250, with $23,625 paid to EXIT Realty 1st and $23,625 paid to Good Earth Real Estate LLC at Closing. The parties acknowledge that other than the parties’ real estate agents disclosed herein, no other real

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estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties each hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

22. **BROKER ENVIRONMENTAL DISCLAIMER.** The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

23. **DEFAULT.**

(a) **Seller's Default**. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.

(b) **Purchaser's Default**. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

24. **WAIVER**. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

25. **DATE FOR PERFORMANCE**. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

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26. **FURTHER ASSURANCES**. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

27. **SEVERABILITY**. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

28. **SUCCESSORS AND ASSIGNS**. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

29. **CONTACT WITH THIRD PARTIES**. During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from any third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.

30. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.

31. **AMENDMENT.** Any amendment to this Agreement shall be in writing and signed by all the parties in order to be binding and enforceable against the parties.

32. **RELATIONSHIP OF THE PARTIES**. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

33. **NO RECORDING**. Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.

34. **CONFIDENTIALITY**. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

35. **COUNTERPARTS; ELECTRONIC TRANSMISSIONS**. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

36. **OFFER**. This Agreement constitutes an offer by Purchaser to purchaser the Property. The offer shall remain valid until 11:59 pm. on November 23, 2022 and shall be deemed revoked if not accepted by Seller before such time and date.

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37. **OTHER PROVISIONS**. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

38. **POSSESSION.** At Closing, Seller shall deliver possession of the Property to Purchaser free of all leases, licenses and occupancy agreements, subject only to the Permitted Exceptions.

39. **ADVICE OF COUNSEL.** All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

By: Anthony Yousif dotloop verified 11/23/22 11:43 AM EST 1BYG-PVMI-56HQ-HVEI

Anthony Yousif

Its:

By: _____

Its:

Seller's Acceptance:

Seller accepts this Agreement on this _____ day of _____, 20___, at _____(AM/PM) ❑ with the following conditions: _____

_____

_____;

or ❑ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20___, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

By:

By: Martha Fuerstenau dotloop verified 11/25/22 11:37 AM EST YPFS-KQR6-TNE4-JSG7

Its:

Its: CEO

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Purchaser's Acknowledgment of Seller's Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20___, at _____(AM/PM)

For Purchaser:

By: By: Anthony Yousif dotloop verified 11/29/22 3:36 PM EST JARW-GXZ9-GONF-A6UH

Its: It's: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Description	Provided-attached by
Exhibit A	Property Survey and/or Legal Description	Seller
Exhibit B	Personal Property	Seller

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

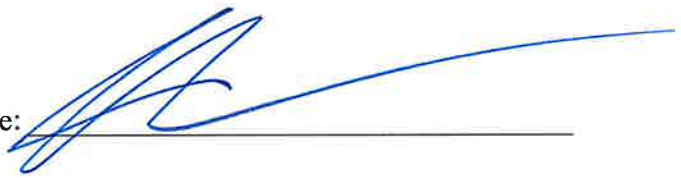
CITY MANAGER PHASE THREE
MARIHUANA ESTABLISHMENT CERTIFICATION

Applicant: **SMOK Holdings Co, LLC**

Pursuant to Article XVIII, Section 16-516, Jackson Code of Ordinances, I, Jonathan Greene, City Manager for the City of Jackson, do hereby certify to the Jackson City Council the following:

- The structure for said applicant is complete.
- The Certificate of Occupancy for the structure containing the facility has been issued to the applicant listed above.
- The Zoning Compliance Certificate for the structure containing the facility has been issued to the applicant listed above.

Date: 9/16/24

Signature: 

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 24, 2024

SUBJECT: A resolution renaming Milwaukee Street to Carl Breeding Way

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Recommendation:

A resolution renaming Milwaukee Street from Alpine Lane south to the city limits at Dale Street to Carl Breeding Way.

The City of Jackson seeks to commemorate the life of Carl L. Breeding and the work he has done to build community brotherhood and fight for racial equality and social justice and, in doing so, ensure that his life serves as an example to others to continue that work in our community.

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Matthew M. Hagerty, City Attorney

DATE: September 17, 2024

RECOMMENDATION: Adopt Resolution renaming Milwaukee Street to Carl Breeding Way in honor of Carl L. Breeding

ISSUE STATEMENT

In accordance with Section 6 of the City of Jackson Addressing Policy, on its own initiative City Council may conduct a public hearing and thereafter consider the renaming of a City street to an honorary name. At the recommendation of the Mayor, it is requested that Council consider renaming Milwaukee Street to Carl Breeding Way, in honor of Carl L. Breeding and his service to the City and greater Jackson community.

DESCRIBE THE CONSEQUENCES

Adoption of the Resolution renaming Milwaukee Street to Carl Breeding Way will require new street signs to be installed by the Department of Public Works. Additionally, the required notifications of the renaming must be sent to the affected property owners; the State of Michigan; post office; 911 central dispatch; the Jackson County Clerk, Equalization, Address Coordinator and Register of Deeds; Jackson Public Schools; and Consumers Energy. The City Engineering Department must also revise the City maps to indicate the street renaming and the State of Michigan be given notification of all City plats affected by the change.

OWNERSHIP

Adopting the Resolution upon the required notice and public hearing as set forth in Sec. 6 (D) of the City of Jackson Addressing Policy, will permit the renaming of Milwaukee Street to Carl Breeding Way. The Resolution requires a super majority of affirmative votes (5/7) by the City Council for passage.

SOLUTION

Jackson City Code, Chapter 23, Division 2, Sec. 23-56 provides that "*the changing of the name of any street*" be done by City Council Resolution:

> "Sec. 23-56. Street names.
>
> All streets shall be known and designated by the names applied thereto on the map of the city known as the street plan, filed with the city engineer. The naming of any new street or the changing of the name of any street shall be done by resolution, which resolution shall amend such map."

This process is consistent with the City's Addressing Policy which pursuant to Sec. 6(D)1(a) thereof, further provides that "*the Resolution requires a 2/3 super majority for passage*".

Once adopted, the required notices shall be made as set forth in the City's Addressing Policy and new street signage installed.

FACILITATE IMPLEMENTATION

Adopt the accompanying Resolution renaming Milwaukee Street to Carl Breeding Way.

RESOLUTION 2024-___

RENAMING OF MILWAUKEE STREET

BY THE CITY COUNCIL:

WHEREAS, Carl L. Breeding was an United States Army Veteran; Graduate of the University of Indianapolis (BA, 1955) and Michigan State University (MA, 1975); Jackson City Council Member (1997-2012) and Vice-Mayor (2009-2012); member of the Jackson Human Relations Commission; National Board Member of the NAACP; 28-year Jackson Public School Teacher; Member of the Lily Missionary Baptist Church; and Community Activist; and

WHEREAS, Carl L. Breeding led early efforts on City Council to get a street renamed after Dr. Martin Luther King, Jr. which started with honorary signs being placed on Francis Street during Black History Month, eventually being allowed to remain indefinitely as an honorary street, his efforts ultimately culminating in the formal renaming by the Jackson City Council of Francis Street to Martin Luther King Jr. Drive on February 28, 2019; and

WHEREAS, Carl L. Breeding dedicated his time and talents serving the NAACP for over sixty years, elected as President of the Michigan State Conference from 1971-75 and reelected from 1977 until his retirement in 2001; and

WHEREAS, Carl L. Breeding was named "One of the Thirty Most Influential Jackson Citizens of the Century" by the Jackson Citizen Patriot in 1999; and

WHEREAS, the City Council seeks to recognize Carl L. Breeding for his significant contributions to civil rights, community engagement, and public service within the City of Jackson; and

WHEREAS, the City of Jackson further seeks to commemorate the life of Carl L. Breeding and the work he has done to build community brotherhood and fight for racial equality and social justice and, in doing so, ensure that his life serves as an example to others to continue that work in our community; and

WHEREAS, the City of Jackson seeks to permanently recognize those contributions of Carl L. Breeding and honor his legacy within the City of Jackson;

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council, by this Resolution, does affirm that Milwaukee Street from Alpine Lane south to the city limits at Dale Street shall be renamed **Carl Breeding Way**; and

BE IT FURTHER RESOLVED, that as required by Section 256 of the Michigan Land Division Act, MCL 560.256, the names of the plats affected by the name change of Milwaukee Street are attached as **Exhibit A**; and

BE IT FURTHER RESOLVED, that the City Clerk is authorized to record a certified copy of this Resolution with the Jackson County Register of Deeds, and send a certified copy of this Resolution to the Michigan Department of Licensing and Regulatory Affairs.

*****

State of Michigan)
County of Jackson)ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 28th day of September, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this ___ day of _____, 2024.

_____
Andrea Muray, City Clerk

EXHIBIT A: PLATS AFFECTED BY THE NAME CHANGE OF MILWAUKEE STREET TO CARL BREEDING WAY

SUBDIVISION, ADDITION OR SECTION/TOWNSHIP/RANGE:
KNAPP'S ADDITION
MOORE'S ADDITION
ROOT'S SOUTH ADDITION
SOUTHWEST 1/4 SOUTHWEST 1/4 SECTION 2 TOWNSHIP 3 SOUTH RANGE 1 WEST
G M STANLEY'S ADDITION
NORTHWEST 1/4 NORTHWEST 1/4 SECTION 11 TOWNSHIP 3 SOUTH RANGE 1 WEST
EGGLESTON'S ADDITION
JACKSON LAND AND IMPROVEMENT COMPANY'S SUBDIVISION OF BLOCKS 2 AND 7 AND PARTS OF BLOCKS 1, 3, 4, 5, 6, 11 AND 12 OF FRANCIS STREET ADDITION
FRANCIS STREET ADDITION
SOUTH GARDENS, BEING A SUBDIVISION OF BLOCKS 10, 13, 14 AND 15 AND PART OF BLOCKS 9 AND 12 OF FRANCIS STREET ADDITION
JACKSON URBAN RENEWAL REPLAT NO 3; BEING A PART OF SOUTH 1/2 OF SECTION 2, TOWNSHIP 3 SOUTH RANGE 1 WEST; ALSO BEING A REPLAT OF BLOCKS 4, 5 AND PART OF BLOCK 3 MOORE'S ADDTION; BLOCKS 4, 5, 6 AND PART OF BLOCK 7 ROOT'S SOUTH ADDITION; AND BLOCK 7 AND PART OF BLOCK 4 KNAPP'S ADDITION
JACKSON URBAN RENEWAL REPLAT NO 4; BEING A PART OF WEST 1/2 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST; ALSO BEING A REPLAT OF BLOCKS 1, 2, 3 & 5 AND PART OF BLOCKS 4, 7 & 13 KNAPP'S ADDITION; PART OF BLOCKS 67 & 74 FORD'S WESTERN ADDITION AND PART OF BLOCK 10 AND BLOCK 5 SOUTH RANGE 2 EAST, GRAND RIVER ADDITION