

Agenda

Economic Development Corporation

Board of Directors

City of Kalamazoo



Thursday, October 17, 2024

7:45 AM

CPED Main Conference Room - 245 N. Rose Street, Suite 100

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the minutes from the Economic Development Corporation Board meeting held on September 19, 2024 (**Action: Motion to Approve**) - **Voice Vote**

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. Approval of a recommendation to the City Clerk's Office for a 2-year approval of the Adult Use Retailer Permit to Great Lakes Holistics Kalamazoo Inc., contingent on the Applicant obtaining their Gold level designation from the CRA by October 31, 2024. If the Applicant fails to obtain the Gold designation by October 31, 2024, then the recommendation is approval of a 90-day probationary renewal. (**Action: Approval**) - **Roll Call Vote**
2. Approval of a recommendation to the City Clerk's Office for a 2-year approval of the Medical Class C Grower & Adult Use Class C Grower Permits to The Woods Cultivation LLC dba AHKI Canna. (**Action: Approve**) - **Roll Call Vote**

G. UNFINISHED BUSINESS

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

1. Kalamazoo Social Equity Cannabis Chamber - Update (virtual)
2. Economic Development Strategy - Update

J. ADJOURNMENT

**CITY OF KALAMAZOO
ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING
Thursday, September 19, 2024
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007**

MEMBERS PRESENT: Jason Novotny; Lucas Middleton; Kevan Hess; Kyle Gulau; Michael Gurnee; Andrew Schipper; *Alonzo Wilson; *Rachel Bair; *Sharon Ferraro

MEMBERS ABSENT: Torean Greeley; Nathan Bolton

CITY STAFF PRESENT: Jamie McCarthy (Sustainable Development Coordinator); Jerrid Burdue (EDC Liaison/Neighborhood Business & Special Projects Coordinator); Jessica Wood (Attorney, Dickinson Wright); Logan Mulholland (Consultant, Fishbeck); Jared Chambers (Business Specialist); Heidi Waffle (Brownfield Project Assistant); Antonio Mitchell (CPED Director); Chelsie Downs-Hubbarth (Community Investment Manager); Kevin Ford (Shared Prosperity Kalamazoo Coordinator)

Meeting was called to order at 7:47 AM by Chair Hess.

MOTION TO EXCUSE ABSENT MEMBERS: Director Middleton moved to excuse absent members; seconded by Director Schipper. Motion approved by voice vote unanimously.

APPROVAL OF AGENDA: Director Gurnee moved approval of the agenda as amended; seconded by Director Gulau. Motion approved by voice vote unanimously.

APPROVAL OF MINUTES: Director Middleton moved approval of the minutes from the meeting of August 15, 2024; seconded by Director Novotny. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

None.

DIRECTORS' COMMENTS

None.

NEW BUSINESS

1. Approval of a recommendation to the City Clerk's Office for a 1-year approval of the Adult Use Retailer Permit to Kalamazoo Gallery Inc. DBA Herbana.

*Director Bair and Commissioner Wilson entered at 7:49 AM.

Mr. Burdue shared staff is recommending a one-year approval, due to their silver status.

Caitlin McLeod, representative of Herbana, shared she has been with the company for three years and a resident of Kalamazoo for a little of ten years. She said it has been nice to be a part of the community and give back as much as they can,

*Director Ferraro entered at 7:50 AM.

Director Middleton moved approval of a recommendation to the City Clerk's Office for a 1-year approval of the Adult Use Retailer Permit to Kalamazoo Gallery Inc. DBA Herbana; seconded by Director Novotny.

A roll call vote was taken, and the motion passed unanimously.

2. Approval of the 2025 EDC Budget.

Mr. Burdue shared information on the budget, as found in the agenda packet. He highlighted the 2025 Notes section on the budget. For strategy implementation, the budget will be a little lean for 2025. They are looking at finding additional revenue sources moving forward to further implement the strategy. It will be a planning year designing some programming around the discussions from the strategy.

Director Gulau asked if they have an estimate on what they expect the amount to be next year to start implementing the plan or do they anticipate to know that number the more they learn after the budget next year.

Mr. Burdue shared they will know more as they get into next budget year. He said it really depends on how they find other revenue sources as well.

Chair Hess asked what would be the most obvious sources of revenue they could pursue.

Director Mitchell explained possible sources of revenue that they will be looking at next year. He shared they want to show the value of the EDC through data and information that shows the impact that economic development does. They have been working with Discover Kalamazoo, so they will be able to track certain data that is impactful. One of the key components of EDC is promotion and recruitment of future economic impacts for the City, outside of just downtown. He hopes the collaboration with the BRA and EDC working together will enhance the ability of the City to show the value of this EDC board – more than just the Cannabis component.

Director Gulau asked if there is a gap that they found that the EDC would be trying to fill.

Mr. Burdue shared that yes, a gap was found. He said Southwest Michigan First is a great partner that is a regional entity. One of the strong recommendations from Camoin Associates was to have something more local, that can be championing economic development at the City level. Southwest Michigan First does work with larger-scale manufacturers. The City does not currently have a strong business retention and expansion program for entities that are on a smaller scale.

Director Gurnee moved approval of the 2025 EDC Budget; seconded by Director Bair.

A roll call vote was taken, and the motion passed unanimously.

3. Nomination and Approval of New Officer Positions for Chair, Vice Chair, and Treasurer/Secretary Effective October 1, 2024.

Chair Hess nominated Director Novotny as Chair, Director Middleton as Vice-Chair, and Director Gulau as Treasurer/Secretary.

**Director Ferraro moved approval; seconded by Director Schipper.
A voice vote was taken, and the motion passed unanimously.**

4. Adoption and Recommendation to City Commission of the Economic Development Strategy 2024.

Ms. Alex Tranmer and Mr. Dan Gunderson, of Camoin Associates, gave a virtual presentation of the Economic Development Strategy to the board. They invited EDC Directors to share feedback and comments.

Director Bair shared that it was great work. It is a very community-informed plan. Looking through the strategy, she is most familiar with the work of the EDC and BRA. She noticed a few immediate or short-term strategies listed that the boards are already doing, but it is not reflected as already under-way. She is curious what of the other short term and immediate strategies that were shared have already been happening and if that is something they want to communicate. It would make it clear that some of this work was already under-way and the plan has been built around that work that was already underway to incorporate it.

Ms. Tranmer shared it was a conversation during the process as to whether or not to include those strategies that have already been going on. She does think it is important to communicate what already has been going on. It may be a matter of changing the verbiage in the strategy to reflect that they are not starting from ground zero but building upon the work that has been going on.

Director Bair said it is powerful to include those items that are already going on so they are placed in the broader strategy and validated. She appreciates they have done that. She would like to make sure it is clearly communicated.

Mr. Gunderson said they are trying to find a balance, so that the attention remains on the good work, but it also gives an urgency to some things that just haven't been focused on.

Director Ferraro made a comment on Box 3.9 on page 25, she noted it says building a variety of housing types. She asked if it can also include rehabilitating.

Ms. Tranmer said "build" was meant in the most general sense of the word. She said it can include redevelopment, rehabilitating, and some new build. She said that can be a clarification.

Director Novotny said he feels there is still a foundational piece to promote economic development and community building that includes an environment that people feel safe and welcomed in, that is clean and inviting. That is a building block that he doesn't see in the strategy yet. It goes with their first goal, but he is not sure what the metric is. Director Novotny mentioned articles he's read as to why businesses are leaving the downtown and the pressures they feel. A safe, clean, welcoming environment needs to show up as a goal.

Mr. Gunderson said Goal 3.2, under a section titled Land Use, Infrastructure, and Environment, addressed this item regarding the environment and safety. He said they heard those concerns during the public open house. He said they dabbled throughout the strategy development with addressing the unhoused and the public safety perceptions around that. He said there is a feeling amongst residents who live in the downtown that they do not always feel it is a welcoming, safe environment. New visitors to Kalamazoo certainly also have this feeling, as they are seeing something that may not be as physical elsewhere. He mentioned overall public safety in terms of a presence of police or downtown guides/helpful individuals.

Director Novotny said he is not sure what a metric would look like for this, but he is hopeful for them to find a way to track that the environment is becoming more friendly and viable for growth.

Ms. Tranmer said perhaps the City of Kalamazoo or Discover Kalamazoo could do regular perception surveys. She will touch base with Mr. Burdue.

Director Middleton agreed it is certainly a perception problem. Talking to people in his own experience, the ones who do not live or work downtown think it is a lot worse than it is. Those that do live or work downtown know that it is a real problem. He said it is not just a perception issue, there is an issue downtown with a lot of these issues surrounding the unhoused. He is not saying it in a way that is not empathetic, but the side effects of the problem are real – trash, safety concerns, and just helping those that are unhoused. It is not merely a perception, though that is part of it.

Director Hess mentioned each of the categories have some sort of theme of engagement and outreach. He felt there should be a fifth category just for “educate.” Developers, business owners, general public, neighborhood associations. It seems like it is all in there, but he wonders how much of that falls on the city to truly educate to eliminate these problems of perception. He said it’s easy to spread misinformation in today’s world, but it is also easy to spread the correct information. He wants to know how the city can do that with the resources they have and let people know how the strategy will affect and potentially help them. He asked if it should be a theme throughout or just its own category.

Mr. Gunderson said that is part of the role that anticipate for the EDC to help advise the city on how to do that and to amp up the communications that are taking place to bring out some of the goals, aspirations, and accomplishments that take place as they move forward. He said to keep this transparency going so people are feeling a sense of momentum.

Ms. Tranmer said they have examples of specific social media posts for how to communicate these thoughts and incorporate them into community events. She thinks it something that can be incorporated into what the city and EDC are doing.

Mr. Burdue mentioned for the budget implementation they are looking at the marketing pieces to figure out how to market for visitors, as well as attract additional businesses. At the city level they have been trying to promote some of the white box work and ribbon cuttings.

Director Gurnee said he is trying to separate the different metrics on how to track success with this. The big thing for him is measuring impacts throughout the lifetime of the strategy, as stated on a presentation slide. All of them are lag goals rather than lead measures. As a board, they should consider some of those lead measures that they want to track for their own success. They can then say along the process this is how they are tracking success and the work that they do. Over time, he said they can track the impact of the community through those lag measures. He wants to make sure the board is also tracking those lead measures along the way, so they can eventually show them to the community as a lag measure.

Director Gulau said he was thinking about the frequency at which they get the measurements. He said if they run off and do the five immediate steps, they probably wouldn’t know in a year if they are actually moving the needle or not. Not only should they think about lead or lag, but he is wondering what are their shorter-term feedback loops that they can get into to figure out if they are gaining traction, so they can pivot and move into a different direction if it’s not working.

Mr. Burdue said that is part of having the EDC be an advisory board for the strategy, where it is interacting with the business community, residents, and developers to start to understand that picture beyond the leading and lagging indicators. He likes the idea of having more immediate term metrics to look at. That is something they can spend some time building out in quarter one and two of 2025.

Mr. Gunderson discussed outputs and outcomes. He said the EDC could have a huge role in helping the city clarify which outputs are we going to need, what are the things you are going to do to help reach this goal. He said they didn't want to micro-manage or dictate but would rather let the process determine what those outputs that lead to outcomes ought to be.

Director Mitchell said the last portion of the conversation is the importance of the EDC. They need the EDC to hold the City and community accountable on implementing the strategy and measuring the success. He added the focus will not only be on downtown, but that there are other corridor areas, too.

Ms. Tranmer said they will return on October 7, 2024 to present the strategy to COW.

Director Gurnee moved adoption and recommendation to City Commission of the Economic Development Strategy 2024 subject to the possibility of minor revisions consistent with the discussion during the meeting today; seconded by Director Gulau. A roll call vote was taken, and the motion passed unanimously.

UNFINISHED BUSINESS

Director Mitchell added that General Fund and FFE dollars as possible funding sources. He reminded the board that the EDC could make specific request for FFE dollars for city projects for the following year.

Ms. Downs-Hubbarth explained that process happens in early 2025, so project plans would have to be developed and submitted in early February. The conversations would need to start nearly right after the strategy would get approved.

Director Mitchell said once the strategy is approved, staff is going to be moving toward implementation with the EDC board.

Director Gulau asked if as an EDC board they can also apply for grants and issue bonds.

Attorney Wood shared the most traditional revenue source for EDCs is to issue conduit bonds. You would have to wait for those borrowers to come to you, and they have to be certain qualified non-profit entities. The EDC would issue bonds on their behalf, they get the tax-exempt interest rate, and then the EDC would get the fee for doing that.

COMMUNICATIONS AND ANNOUNCEMENTS

Mr. Burdue invited board directors to attend the Imagine Kalamazoo 2035 Open House taking place tonight at 5:00pm at the Kalamazoo Institute of the Arts. It is the official Kick-Off.

STAFF REPORTS AND UPDATES

None.

ADJOURNMENT: Meeting was adjourned at 9:02 AM by Chair Hess.

Signature

Printed Name/Chair

Heidi Waffle/Recording Clerk

INTER-OFFICE MEMO

To: The Economic Development Corporation Board of Directors

From: Jared Chambers, Business Specialist

Date: September 18, 2024

Re: Adult Use Retailer Permit Renewal for Great Lakes Holistics Kalamazoo Inc. (GLH)

The City Clerk's Office has requested that the Economic Development Corporation (EDC) Board of Directors evaluate the *Marihuana Facility Permit Renewal Application* submitted by: Great Lakes Holistics Kalamazoo Inc. for its facility at 218 E Stockbridge Avenue and that the EDC Board provide a recommendation regarding the renewal of this permit. The City Operating Permit, issued on October 17, 2023, is scheduled to expire on October 31, 2024, and must be renewed before its expiration for the facility to continue operating. The applicant has submitted the required renewal application and the annual permit fee. Below is the ordinance language that describes the specific role and responsibilities of the EDC in this process:

§ 20B-12

C. In determining whether to grant a renewal of a permit, the members of the City's Economic Development Corporation board will evaluate the permit holder's compliance with the statements it provided with its initial application and submission with its request for renewal of the following information:

1. The Staffing plan for the business which describes the actual number of employees, including the number and type of jobs that the facility has created, and the amount and type of compensation (including benefits) paid for such jobs;
 - GLH has 22 full-time employees.
 - 3 Store Managers, earning \$1,500/week.
 - 1 Inventory Manager, earning \$1,500/week.
 - 18 Cashiers, earning \$17/hour.
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the business, results of efforts for community outreach and worker training programs;
 - GLH contributes over \$2,000,000 annually in local taxes, including property and excise taxes.
 - They source a large portion of their materials and services from local vendors, over \$1,200,000 annually.
 - They hosted a local Job Fair at the store last year on Oct. 25, 2023
 - They have hired 25 city residents for various positions.
 - They conduct quarterly safety and compliance workshops to ensure all employees are current on health and safety protocols.
 - GLH has a yearly Back- to-School \$5,000 Giveaway - \$500 for 10 winners.
 - They sponsor the local Kalamazoo Jaguar Youth Football Team

3. An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents;
 - The business has promoted 5 employees into leadership roles after completing the Leadership Development Program created to benefit employees from disproportionately impacted areas.
 - GLH uses local businesses such as Big Moe's BBQ, Meals on Wheels, Ashley Furniture, and Torus Packaging.
 - Examples of Cannabis industry Social Equity Diversity Program Vendors include 3300 Miller Rd, The Refinery, Ahki Canna, Pure, Goodlyfe, and PMT.
4. A statement that the business is not in default to the City for any property tax, special assessment, utility charges, fines, fees, or other financial obligation owed to the City;
 - The business is not in default to the City.
5. A statement that the hiring and public accommodation practices of the facility conform to the City's Nondiscrimination Ordinance provisions and documentation of the total number of employees broken out by managerial and operational employees, number of women, and number of minority employees and number of employees disproportionately impacted by marihuana prohibition and enforcement.
 - The facility's hiring and public accommodation practices conform to the City's Nondiscrimination Ordinance provisions.
 - There are 4 employees in management, 2 are women and 2 are minorities.
 - There are 18 employees in operations, 10 are women and 9 are minorities.
6. A statement, with supporting documentation, providing answers to the following questions:
 - a. How many City residents do you currently employ?
 - 16 employees are City residents.
 - b. How many current employees reside in Census Tracts 1 (Eastside); 9, 10 (Edison), and/or 2.02,3 (Northside)?
 - 3 employees from the Eastside neighborhood.
 - 5 employees from the Edison Neighborhood.
 - c. What is your plan to employ residents of the identified census tracts?
 - Located in the Edison neighborhood, they offer entry level job opportunities to people from the community with a training program for advancement.
 - They have set a hiring goal to ensure that a minimum of 50% of their new hires in the next 12 months are from Census Tracts 2.02 and 3, focusing on residents from the Northside Neighborhood.
 - d. How many of your employees have prior marihuana convictions (excepting a conviction for delivery or distribution to a minor)?
 - 4 employees have prior marihuana convictions.
 - e. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

- The business actively recruits and hires individuals with prior non-violent marihuana convictions who are then given specialized skills training to equip them with the technical knowledge needed to excel in the industry.
7. Proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.
- They are waiting on their Gold level designation from the CRA, expected to be received before 10/31/2024.

Please see the attached Marihuana Renewal Application Checklist, completed by City staff to verify if all ordinance requirements have been met.

The City Clerk has verified that the applicant has no outstanding financial obligations to the City, there have been no complaints to the City Manager regarding compliance with the City's anti-discrimination ordinance. The facility has passed its City Fire & Zoning inspections. The applicant has not met all the requirements for renewal.

RECOMMENDATION

Staff recommends that the EDC Board recommend to the City Clerk's Office a 2-year approval of the Adult Use Retailer Permit to Great Lakes Holistics Kalamazoo Inc., contingent on the Applicant obtaining their Gold level designation from the CRA by October 31, 2024. If the Applicant fails to obtain the Gold designation by October 31, 2024, then the recommendation is approval of a 90-day probationary renewal.

ATTACHMENTS

Renewal Application, (Staffing Plan), (Community Benefits Statement), and (Social Equity Plan) from the applicant.

Adult Use & Medical Safety Compliance, Marihuana Renewal Application Checklist for:						
Great Lakes Holistics (GLH)						
218 E Stockbridge Ave						
Frank Hindi, Sommer DeVergilio						
fhindi@glhcompanies.com , sommer@calfarris.com						
Type: Adult Use Retailer						
	Date Received	Received By	Comments			
Renewal Application Received	9/3/2024	Jared Chambers				
Inspection Type:	Inspection Date	Completed by:	Satisfactory?	Notes		
Zoning Inspection	9/17/2024	Pete Eldridge	Yes	No bike rack (on order per Frank Hindi) Corrected on 10/7/2024		
Fire Inspection	9/17/2024	Scott Brooks	Yes	Need to update keys for knox box (corrected on 9/18/24) and 36 in. of clear space is required around electrical panel (corrected on 9/20/24) .		
	Date	Name	Comments			
Business Community Benefits Check-In	9/18/2024	Jared Chambers				
	Invite Sent	EDC Meeting Date				
Invite to EDC Meeting	9/9/2024	Committee - 10/8/2024; Board- 10/17/2024				
	Full-Time	Part-Time	Comments			
Jobs Created	22					
	Yes/No	Comments:	Verified by:			
Any Past Due Financial Obligations with City? (i.e. taxes owed, fees, fines, etc)	No		Andrew Falkenberg			
Silver Level Social Equity All-Star or better status with the Michigan Cannabis Regulatory Agency	No	Gold designation expected before 10/31/24	Jared Chambers			
Attachments	Staffing Plan	City Economic Benefits Plan	Social Equity Plan	Handbook		
	Yes	Yes	Yes			
All Items Complete						No

MARIHUANA BUSINESS PERMIT RENEWAL APPLICATION

Pursuant to Chapter 20B of the Kalamazoo City Code

City of Kalamazoo
Office of the City Clerk
241 West South Street
Kalamazoo, MI 49007

(Please Print)

BUSINESS INFORMATION (The entity that is licensed by the state and that holds a City MMF permit)

Official Business Name Great Lakes Holistics Kalamazoo Inc

Business Address 218 E Stockbridge Ave

City Kalamazoo State MI Zip Code 49001 Business Phone 586-306-2421

Business E-mail fhindi@glhcompanies.com

Business Website _____

TYPE OF PERMIT BEING RENEWED

Medical

Grower:

☐ Class A (500 plants)

☐ Class B (1,000 plants)

☐ Class C (1,500 plants) No. of Class C Permits _____

☐ Processor

☐ Safety Compliance

☐ Provisioning Center

☐ Secure Transporter

Adult Use

Grower:

☐ Class A (100 plants)

☐ Class B (500 plants)

☐ Class C (2,000 plants) No. of Class C Permits _____

☐ Excess Grower

☐ Processor

☐ Safety Compliance

☐ Microbusiness

☒ Retailer

☐ Secure Transporter

☐ Designated Consumption Lounge

FACILITY INFORMATION

Property Address 218 E Stockbridge Ave

Real Property Parcel Number 06-22-379-004

Advertised Facility Name GLH Cannabis Company

Manager - Full Name Jacob Ownbey

CONTACT INFORMATION [the primary point(s) of contact for this application]

Name Sommer Cybak

Address 631 E Big Beaver Rd Ste 211

City Troy

State MI

Zip Code 48083

Phone 248-817-3132

E-mail sommer@callfarris.com

Name _____

Address _____

City _____

State _____

Zip Code _____

Phone _____

E-mail _____

ATTACHMENTS

Please attach the following as separate documents to this application:

1. The attached Staffing Plan worksheet and any additional pages that provide a description of the actual number of employees, including the number and type of jobs that the licensed facility has created, and the amount and type of compensation (including benefits) paid for such jobs; and
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the facility; the results of community outreach efforts; and worker training programs.
3. A social equity plan that: (a) promotes and encourages participation in the marihuana industry by local residents who have been disproportionately impacted by marihuana prohibition and enforcement; and (b) positively impacts local residents.
4. Documentation that indicates your business qualifies as a Silver Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency. **A marihuana business must meet this qualification to be eligible for permit renewal with the City of Kalamazoo.**

The City's Economic Development Corporation will use the information provided in these documents to evaluate the permit holder's compliance with the statements it provided with its initial application (specifically the representations made in Attachment G – Staffing Plan and Attachment H – Community Benefits Statement).

Please complete the following certifications:

- ☒ The permitted facility is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.
- ☒ The hiring and public accommodation practices of the permitted facility conforms to the City's anti-discrimination ordinance provisions.
- ☒ I consent to an inspection of the permitted premises as required by ordinance to ensure the premises and its systems are in compliance with the requirements of Chapter 20B of the Kalamazoo City Code.
- ☒ I understand that renewal of a City Operating Permit is contingent on the renewal of the State Operating License for this facility.

I hereby certify under the penalty of perjury that the statements made in this application, including all attachments thereto, are true. I further certify that I am an officer, director, or managerial employee of the applicant or a person who holds a direct or indirect ownership interest in the applicant.

Applicant Signature: Jacob Ownbey Date: 9/3/2024
Name (printed): Jacob Ownbey Position: 100% Shareholder

STAFFING PLAN

Summary

Please indicate the number of employees who work at the licensed facility:

Full-time employees (32+ hours per week) 22 Part-time employees (< 32 hours per week) _____

Position Types and Compensation

Please provide a description of the types of jobs the licensed facility has created, along with the amount of compensation and benefits paid for such jobs:

Position Title: Store Manager Annual Average Compensation \$ \$1,500.00/Wk

How many people are employed in this position at the licensed facility? 3

Are health insurance benefits available for employees in this position? Yes ☐ No ☐

If yes, please indicate the employer contribution to health insurance costs: All ☐ Partial ☐ None ☐

Position Title: Inventory Manager Annual Average Compensation \$ \$1,500.00

How many people are employed in this position at the licensed facility? 1

Are health insurance benefits available for employees in this position? Yes ☐ No ☐

If yes, please indicate the employer contribution to health insurance costs: All ☐ Partial ☐ None ☐

Position Title: Cashier Annual Average Compensation \$ \$17/hr

How many people are employed in this position at the licensed facility? 18

Are health insurance benefits available for employees in this position? Yes ☐ No ☐

If yes, please indicate the employer contribution to health insurance costs: All ☐ Partial ☐ None ☐

Position Title: _____ Annual Average Compensation \$ _____

How many people are employed in this position at the licensed facility? _____

Are health insurance benefits available for employees in this position? Yes ☐ No ☐

If yes, please indicate the employer contribution to health insurance costs: All ☐ Partial ☐ None ☐

Position Title: _____ Annual Average Compensation \$ _____

How many people are employed in this position at the licensed facility? _____

Are health insurance benefits available for employees in this position? Yes ☐ No ☐

If yes, please indicate the employer contribution to health insurance costs: All ☐ Partial ☐ None ☐

Please provide information on any benefits other than health insurance that are offered to all employees:

Attach additional pages as necessary.

ECONOMIC BENEFITS

Please fill out the information below relating to Economic Benefits to the City and the job creation for local residents achieved by the business, results of efforts for community Outreach and worker training programs

ECONOMIC BENEFITS		
Economic Benefit	Description	Amount
Tax Revenue:	The business contributes a significant amount in local taxes, including property and excise taxes.	Over 2,000,000/year
Local Supplier Spending Affordable Pricing	The business sources a large portion of its materials and services from local vendors.	Over \$1,200,000/year
Community Investments	Donations and sponsorships for local non-profits, community events, and educational programs.	\$20,000/year
Real Estate Development	Investment in renovating and improving commercial properties, leading to higher property values in the Edison Neighborhood.	\$2,500,000

JOB CREATION FOR LOCAL RESIDENTS		
Initiative/Description	Date(s)	Outcomes
Job Fair and Recruitment Drives targeting local residents from impacted communities.	October 2023- Present	Hired 25 local residents for various positions within the business.

COMMUNITY OUTREACH		
Initiative/Description	Date(s)	Outcomes
Sponsorship of local community events (e.g., clean-up drives, sports events, holiday giveaways).	Ongoing since November 2023	Reached over 2,500 local residents through sponsored events and activities.
Monthly educational seminars about the cannabis industry and social equity opportunities.	Ongoing since October 2023	Over 50 attendees participated in seminars, with increased local interest in industry careers.

WORKER TRAINING PROGRAMS		
Initiative/Description	Date(s)	Outcomes
Safety and Compliance Workshops to ensure all employees are up-to-date on health and safety protocols.	Quarterly since October 2023	Improved safety record with zero workplace incidents in the past year.
Leadership Development Program for employees from disproportionately impacted communities.	December 2023 – Present	Promoted 5 employees into leadership roles after completing the program.

SOCIAL EQUITY

Please fill out the information below relating to Social Equity with an explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents;

SOCIAL EQUITY PLAN INITIATIVE		
Initiative/Description	Date(s)	Outcomes
Job Training and Employment Program: A targeted job training and employment program was launched to provide local residents, particularly those from communities disproportionately affected by marihuana prohibition, with the necessary skills to enter the cannabis industry. This includes training, retail management, and compliance with state regulations.	October 2023-Present	- Over 30 local residents have completed the training program. 85% of program graduates have been placed in full-time positions within the company or with local cannabis-related businesses. 75% of participants were from communities identified as being disproportionately affected by cannabis prohibition.
Supplier Diversity Program The business established a supplier diversity program that prioritizes partnerships with local suppliers from communities impacted by marihuana prohibition. This includes sourcing materials, services, and products from minority-owned and social equity-certified businesses.	October 2023-Present	- Partnered with 15 local vendors, 10 of whom are from social equity communities. - Increased economic activity and opportunities for local minority-owned businesses. - Generated over \$500,000 in revenue for social equity suppliers in the past year.

EMPLOYEE DEMOGRAPHIC INFORMATION

Total Number of Employees:		
Employees in Managerial Positions	Total Employees	4
	Number of Women	2
	Number of Minorities	2
Employees in Operational Positions:	Total Employees	18
	Number of Women	10
	Number of Minorities	9

How many City Residents do you currently employ?	Total Employees	15
How many residents do you currently employ from these Census Tracts?	Census Tract 1 (Eastside Neighborhood)	3
	Census Tracts 9 and/or 10 (Edison Neighborhood)	5
	Census Tracts 2.02, and/or 3 (Northside Neighborhood)	

1. What is your plan to employ residents of the identified Census Tracts?

Our business is committed to increasing the employment of residents from the identified Census Tracts, particularly areas that have been disproportionately impacted by past marihuana prohibition. We will continue and expand our recruitment efforts by working with local workforce agencies and community organizations in Census Tracts 1, 2.02, 3, 9, and 10.
Hosting job fairs and information sessions specifically in these neighborhoods to inform residents of employment opportunities. As we are located in the Edison Neighborhood, offering entry-level training programs designed to give residents from these Census Tracts the skills they need to succeed in the cannabis industry.
Setting specific hiring goals to ensure that a minimum of 50% of our new hires in the next 12 months are from Census Tracts 2.02 and 3, focusing on residents from the Northside Neighborhood.

Attach additional pages as necessary.

2. How many of your employees have prior marihuana convictions or expungements (excepting a conviction for delivery or distribution to a minor)?

Number of employees with marihuana convictions 4

3. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

At our company, we strongly believe in providing equal opportunities for individuals who have been impacted by past marihuana convictions. We recognize the importance of creating pathways for advancement and leadership within the business, as well as the broader marihuana industry. Here is our plan to ensure that employees with prior marihuana convictions have a clear path to success. Supportive Hiring Practices.
We actively recruit and hire individuals with prior non-violent marihuana convictions as part of our commitment to social equity.
These individuals are given the same opportunities as other employees to start their careers in various roles within our business, including retail, and administration. We offer specialized skills training programs that equip employees with the technical knowledge needed to excel in the industry, such as compliance, regulatory knowledge.

Attach additional pages as necessary.

4. Please attach proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.

Great + Lakes HOLISTICS

Great Lakes Holistics Kalamazoo

Social Equity Plan, Corporate Spend Plan, & Community Reinvestment Plan

Introduction

Great Lakes Holistics Kalamazoo (GLH) is dedicated to being an engaged and productive member of the Kalamazoo community that it serves. We pride ourselves in serving this diverse and vibrant community with our diverse, enthusiastic, and hard-working team. Kalamazoo has been identified by the Cannabis Regulatory Agency (CRA) as a Michigan city that has been disproportionately impacted by past marijuana prohibition. GLH's social equity plan strives to make a positive impact in

the Kalamazoo community by providing training and employment to residents with a focus on minorities and women. GLH invests in the community by volunteering our time, donating to and sponsoring local events and organizations, and sourcing local vendors services and products from minority and woman owned businesses (and particularly social equity-certified businesses).

Social Equity Initiatives

At GLH, we prioritize employing women and members of minority communities so the impact of our presence can be immediately felt. Currently, out of the 22 people GLH employs, 16 are Kalamazoo city residents, 8 of whom reside in the specified Census Tracts 1, 9, and 10. 75% of participants that completed the job training program at GLH were from communities identified as being disproportionately affected by cannabis prohibition. Additionally, 50% of managerial positions are held by minorities and women. This allows GLH to better connect with and serve our extremely diverse clientele. One only needs to make one trip to GLH Kalamazoo to see for themselves the wonderful and obvious results of these initiatives.

Many GLH team members spend time throughout the year participating in meetings and seminars focused on expanding Social Equity programs hosted by the CRA and others, like the Detroit Cannabis Project. GLH is firmly committed to expanding our participation in these social equity programs.

Corporate Spending

GLH spends thousands of dollars a month working with local businesses. We have also constructed a job and training employment program which is targeted to providing local residents, particularly those from communities disproportionately affected by marijuana prohibition, with the skills necessary to begin and grow their careers in our industry. Currently, GLH provides competitive living wages for 22 full-time employees that average over \$20 per hour. We source many of our products and services from minority-owned and social equity-certified businesses. We have partnered with at least 10 vendors from social equity communities, generating over \$500,000 in revenue for them in the past year.

We are proud to work with local suppliers like Torus Packaging, Meals on Wheels, Big Moe's BBQ, and Ashley Furniture. GLH is also pleased to support Michigan social equity vendors and products from companies like Goodlyfe, Akhi Canna, The Refinery, Pure, PMT, and 3300 Miller Rd, just to name a few.

Community Engagement and Reinvestment

GLH aspires to be an active contributor to the community it serves. In addition to providing competitive employment to residents, GLH strives to give preference to locally owned businesses, particularly those operated by individuals or groups from minority communities or by women. This allows us to reach out and help those communities that have been disproportionately impacted by past marijuana prohibition and enforcement, and other minority groups. An example of GLH's community investment includes our annual Back To School Giveaway. GLH donates \$5,000 (\$500 per person) to 10 winners to support local children's education. Other examples include our sponsorship of the Kalamazoo Jaguars Youth Football Team, holding monthly educational seminars about the cannabis industry and social equity opportunities, and hosting our own job fairs, while also attending other job fairs. GLH has also established a supplier diversity program that prioritizes partnerships with local suppliers from communities impacted by marijuana prohibition. GLH spends at least \$20,000 a year in such community investments alone. GLH is very committed and excited to actively increase our community reinvestment in the years to come.

INTER-OFFICE MEMO

To: The Economic Development Corporation Board of Directors

From: Jared Chambers, Business Specialist

Date: September 20, 2024

Re: 1 Medical Class C Grower & 1 Adult Use Class C Grower Permit Renewal for The Woods Cultivation LLC dba AHKI Canna

The City Clerk's Office has requested that the Economic Development Corporation (EDC) Board of Directors evaluate the *Marihuana Facility Permit Renewal Application* submitted by: The Woods Cultivation LLC for its facility at 822 Schuster Avenue, Suite A and that the EDC Board provide a recommendation regarding the renewal of this permit. The City Operating Permit, issued on November 1, 2023, is scheduled to expire on October 31, 2024, and must be renewed before its expiration for the facility to continue operating. The applicant has submitted the required renewal application and the annual permit fee. Below is the ordinance language that describes the specific role and responsibilities of the EDC in this process:

§ 20B-12

C. In determining whether to grant a renewal of a permit, the members of the City's Economic Development Corporation board will evaluate the permit holder's compliance with the statements it provided with its initial application and submission with its request for renewal of the following information:

1. The Staffing plan for the business which describes the actual number of employees, including the number and type of jobs that the facility has created, and the amount and type of compensation (including benefits) paid for such jobs;
 - The business has 13 full-time employees and is set to add 2 more technicians and 1 sales manager by 2025.
 - 2 Executive Managers, earning \$100,000/year.
 - 1 Director of Operations, earning \$90,000/year.
 - 1 Grow Facility Manager, earning \$62,000/year.
 - 1 Production Manager, earning \$48,000/year.
 - 1 Compliance Manager, earning \$50,000/year.
 - 1 Salesperson, earning \$40,040+commission/year.
 - 5 Technicians, earning \$31,000-\$42,000/year.
 - 1 Administrative Assistant – Sales Team, earning \$40,040/year.
 - Employees Receive Paid Time Off and Dental and Vision insurance.
 - Employee Resource Network for professional and personal development/assistance.
2. An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents achieved by the business, results of efforts for community outreach and worker training programs;
 - In 2024, the business completed its final expansion phase for \$2.2 million to

- operate all 30,000 sf fully.
 - With the recently completed expansion project, they grossed \$4 to 6 million at an adjusted average price per pound of \$800. They project roughly \$1.7 million of this will be redistributed to the community through wages, benefits, purchasing materials, operational services, local utilities, and charitable contributions.
 - They donated a total of \$20,000 since opening, but still plan to give a total of \$100,000 in charitable donations by 2030 to Kalamazoo-based charities whose mission is to serve the residents of Kalamazoo.
 - In 2023, they raised technician base pay rates to \$19.25 per hour. In 2024, they added opportunities for technicians with tech-tier pay rates that increase through training and tests. Increased wages for entry level cultivation techs, and provided opportunities for growth. Tech 1: \$31,200, Tech 2: \$33,280, Tech 3: \$40,040, Tech 4: \$42,000.
 - Beginning last month, they started raising management salaries by 20%, and are set to raise all managers' wages by the end of this year.
 - 7 of the 13 employees have been with the business for 3+ years.
3. An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents;
- AHKI utilizes local companies to provide vendor services. Some those local partners and vendors are; Ron Jackson Insurance Company, Conan Venus and Company, Nulty Insurance, Sign Center, Midwest Air Filter, Barry Associates, Riverrun Press, Hi-Tech Electrical, and Gordon Water Systems.
 - In 2023, they spent over \$130,000 specifically on diverse suppliers (minority or women-owned businesses), and midway through 2024, they're on pace to meet or exceed 2023.
4. A statement that the business is not in default to the City for any property tax, special assessment, utility charges, fines, fees, or other financial obligation owed to the City;
- They are not in default to the City.
5. A statement that the hiring and public accommodation practices of the facility conform to the City's Nondiscrimination Ordinance provisions and documentation of the total number of employees broken out by managerial and operational employees, number of women, and number of minority employees and number of employees disproportionately impacted by marihuana prohibition and enforcement.
- As one of the only licensed marijuana facilities in the State of Michigan with POC owners- African American and Native American- Ahki has made diversity a priority in hiring. Currently, 10 out of 13 total employees at Ahki identify as women, non-binary AFAB, or minorities:
 - 6 employees in Management, 3 are women and 2 are minorities.
 - 7 Operational Employees, 3 are women and 2 are minorities.
 - Employees that identify as being disproportionately impacted by marihuana prohibition and enforcement. (Not necessarily convicted).
 - 7/13 disproportionately impacted.
 - 4 Arrested for possession charges.

- 1 Family arrested for a possession charge, closed bank account for working in cannabis.
 - 3 Had mortgage qualification issues due to working in cannabis.
6. A statement, with supporting documentation, providing answers to the following questions:
- a. How many City residents do you currently employ?
 - 11 employees are City residents.
 - b. How many current employees reside in Census Tracts 1 (Eastside); 9, 10 (Edison), and/or 2,02,3 (Northside)?
 - 4 employees from the Edison Neighborhood.
 - c. What is your plan to employ residents of the identified census tracts?
 - They plan to send job applications to the Edison Neighborhood organization with preferential interview opportunities.
 - d. How many of your employees have prior marihuana convictions (excepting a conviction for delivery or distribution to a minor)?
 - 2 employees with marihuana convictions.
 - e. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?
 - They have worked with the Employer Resource Network to provide social services to employees to help them with work and general life issues, which has resulted in increased employee retention and job satisfaction.
7. Proof that the marihuana business has received recognition and maintains the status as a Silver Level Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.
- They are Gold level.

Please see the attached Marihuana Renewal Application Checklist, completed by City staff to verify if all ordinance requirements have been met. PENDING - Tax statement issue.

The City Clerk has verified that the applicant has no outstanding financial obligations to the City, and there have been no complaints to the City Manager regarding compliance with the City's anti-discrimination ordinance. The facility has passed its City Fire & Zoning inspections. The applicant has met all the requirements for renewal.

RECOMMENDATION

Staff recommends that the EDC Board recommend to the City Clerk's Office a 2-year approval of the Medical Class C Grower & Adult Use Class C Grower Permits to The Woods Cultivation LLC dba AHKI Canna.

ATTACHMENTS

Renewal Application, (Staffing Plan), (Community Benefits Statement), and (Social Equity Plan) from the applicant.

MARIHUANA BUSINESS PERMIT APPLICATION

Pursuant to Chapter 20B of the Kalamazoo City Code

**City of Kalamazoo
Office of the City Clerk
241 West South Street
Kalamazoo, MI 49007**

(Please Print)

APPLICANT INFORMATION (Person signing the application)

Full Name Trent Friske
Relationship to Business (ex. owner, member, partner, manager, etc.) Owner-Member
Residence Address 6358 N. 24th
City Kalamazoo State MI Zip Code 49004
Business Address 822 Schuster Ave Suite A
City Kalamazoo State MI Zip Code 49001
Telephone 989-295-3839 Business Telephone _____
Date of Birth 5/6/1985 E-mail trent@ahkicanna.com

PERMIT(S) DESIRED

Medical

Grower:

- ☐ Class A (500 plants)
☐ Class B (1,000 plants)
☐ Class C (1,500 plants) No. of Class C Permits _____

- ☐ Processor
☐ Safety Compliance

- ☐ Provisioning Center
☐ Secure Transporter

Adult Use

Grower:

- ☐ Class A (100 plants)
☐ Class B (500 plants)
☒ Class C (2,000 plants) No. of Class C Permits 3
☐ Excess Grower

- ☐ Processor
☐ Safety Compliance
☐ Microbusiness

- ☐ Retailer
☐ Secure Transporter
☐ Designated Consumption Lounge

PROPOSED FACILITY INFORMATION

Property Address 822 Schuster Ave Suite A, Kalamazoo, MI 49001
Real Property Parcel Number 06-23-286-001
Property Zoning District M-2 Manufacturing
Advertised Facility Name The Woods Cultivation LLC
Manager - Full Name Trent Friske and Raphael Thurin

PROPERTY OWNER(S) INFORMATION**Name** Arcadia Property Management LLC

Address 822 Schuster Ave City Kalamazoo State MI Zip Code 49001

Phone 989-295-3839 E-mail trent@arcadiapropertymgmt.com

Name _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ E-mail _____

Are there additional property owners? ☐ Yes ☒ No

If yes, attach a separate sheet listing this information for each additional owner.

BUSINESS INFORMATION**Ownership Type**☐ Individual/Sole Proprietorship☐ Sole Member LLC☒ LLC☐ Partnership☐ Corporation Type: _____☐ Other _____**Official Business Name** The Woods Cultivation LLC

Business Address 822 Schuster Ave Suite A

City Kalamazoo State MI Zip Code 49001 Business Phone 989-295-3839

Business E-mail trent@ahkicanna.com Business Website ahkicanna.com

Federal Tax ID # (If applicable) 82-3061923

If you marked Individual or Sole Proprietorship in the "Business Information" section, complete this section.

Full Name _____

Residence Address _____

City _____ State _____ Zip Code _____

Business Address _____

City _____ State _____ Zip Code _____

Business Telephone _____ Date of Birth _____

Social Security Number _____ - _____ - _____

E-mail _____

Spouse of Individual/Sole Proprietorship or Sole Member, if applicable

Full Name _____

Residence Address _____

City _____ State _____ Zip Code _____

Business Address _____

City _____ State _____ Zip Code _____

Business Telephone _____ Date of Birth _____

Social Security Number _____ - _____ - _____

E-mail _____

If you marked LLC, Partnership, Corporation or Other in the “Business Information” section, complete this section for every “Applicant” as defined in Code of Ordinances §20B-3. Make additional copies of this page as needed.

Full Name Trent Friske Date of Birth 5/6/1985
Residence Address 6358 N. 24th City Kalamazoo State MI Zip Code 49004
Telephone 989-295-3839 E-mail trent@ahkicanna.com

Full Name Raphael Thurin Date of Birth 8/29/1985
Residence Address 446 Bauman City Battle Creek State MI Zip Code 49017
Telephone 989-992-6278 E-mail raphael@ahkicanna.com

Full Name _____ Date of Birth _____
Residence Address _____ City _____ State _____ Zip Code _____
Telephone _____ E-mail _____

Full Name _____ Date of Birth _____
Residence Address _____ City _____ State _____ Zip Code _____
Telephone _____ E-mail _____

Full Name _____ Date of Birth _____
Residence Address _____ City _____ State _____ Zip Code _____
Telephone _____ E-mail _____

Full Name _____ Date of Birth _____
Residence Address _____ City _____ State _____ Zip Code _____
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Residence Address _____ City _____ State _____ Zip Code _____
Telephone _____ E-mail _____

Full Name _____ Date of Birth _____
Residence Address _____ City _____ State _____ Zip Code _____
Telephone _____ E-mail _____

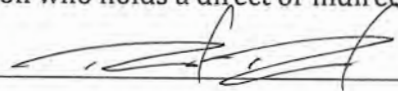
ADDITIONAL DOCUMENTS REQUIRED

In order for this application to be complete, you must also submit the following documents:

- ☒ ATTACHMENT A – PROOF OF CORPORATION REGISTRATION (if applicable);
- ☒ ATTACHMENT B – DEED/LEASE/PURCHASE AGREEMENT;
- ☒ ATTACHMENT C – PROPERTY OWNER’S AUTHORIZATION (if applicable);
- ☒ ATTACHMENT D – DIAGRAM OF PROPOSED LICENSED PREMISE;
- ☒ ATTACHMENT E – LIGHTING PLAN;
- ☒ ATTACHMENT F – STAFFING PLAN;
- ☒ ATTACHMENT G – COMMUNITY BENEFITS STATEMENT;
- ☒ ATTACHMENT H – SOCIAL EQUITY PLAN;
- ☒ ATTACHMENT I – CONTACT INFORMATION

- ☒ Neither I, nor any “Applicant” is in default to the City of Kalamazoo for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City of Kalamazoo.
- ☒ I the applicant have reviewed and agree to conform its hiring and public accommodation practices to the City of Kalamazoo’s anti-discrimination ordinance provisions.
- ☒ Neither I, nor any “Applicant” is ineligible from holding a license for any of reasons set forth in the MMFLA and its administrative rules, the MRTMA and its administrative rules, or Chapter 20B of the Kalamazoo City Code.
- ☒ I the applicant consent to inspections, examinations, searches and seizures required or undertaken pursuant to enforcement of Chapter 20B of the Kalamazoo City Code.

I hereby certify under the penalty of perjury that the statements made in this application, including all attachments thereto, are true. I further certify that I am an officer, director, or managerial employee of the applicant or a person who holds a direct or indirect ownership interest in the applicant.

Applicant Signature:  Date: 4/2/24

For Office Use Only

APPLICATION RECEIPT – CITY CLERK’S OFFICE

Application received by: _____ Date received: _____
Fee paid: \$ _____ Date: _____ Social Equity Applicant? Yes No
City Clerk’s approval: _____ Date: _____
License/permit number: _____

ATTACHMENT A

PROOF OF CORPORATION REGISTRATION

If the business is a LLC, Partnership, Corporation or other, please provide proof of registration with, or a certificate of good standing from, the Michigan Department of Licensing and Regulatory Affairs – Corporations, Securities, and Commercial Licensing Bureau.



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

THE WOODS CULTIVATION LLC

ID NUMBER: F2357N

received by facsimile transmission on August 24, 2017 is hereby endorsed.

Filed on August 25, 2017 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25th day of August, 2017.

Julia Dale

***Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau***

CSCL/CD-700 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

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

Name

Roma Thurin, Esq.

Address

21357 Seminole Street

City

Southfield

State

Michigan

ZIP Code

48033

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

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: The Woods Cultivation LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

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

ARTICLE IV

- The name of the resident agent at the registered office is: Roma Thurin, Esq.
- The street address of the location of the registered office is:
21357 Seminole Street Southfield Michigan 48033
(Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:
_____, Michigan _____
(P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 21 day of August, 2017

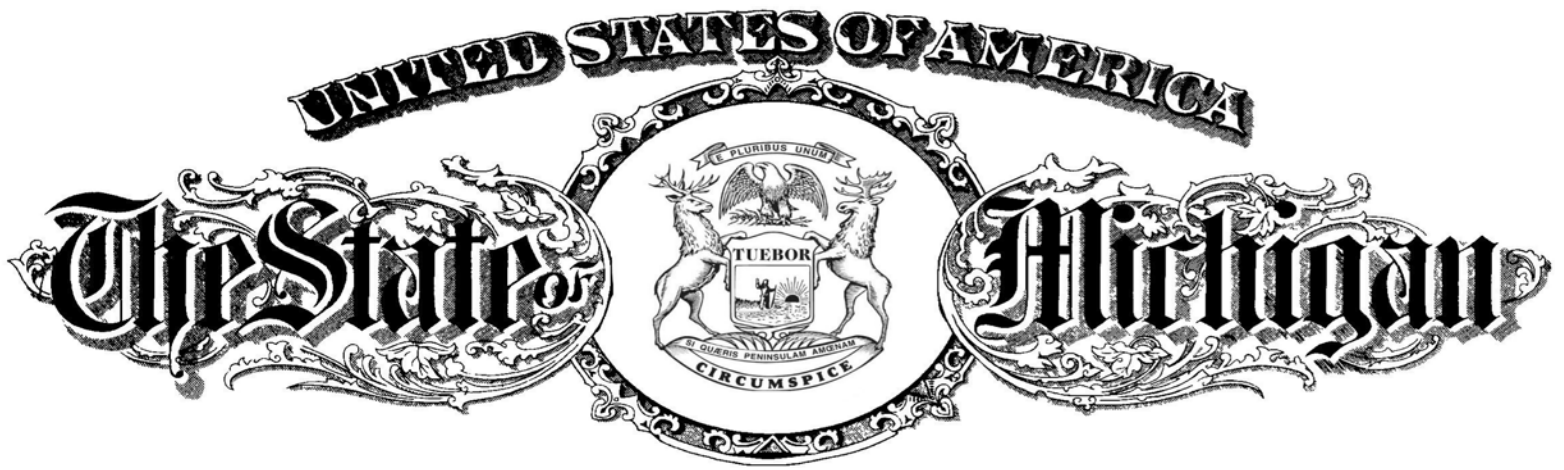
By

(Signature(s) of Organizer(s))

Trent Friske

Raphael Thurin

(Type or Print Name(s) of Organizer(s))



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

THE WOODS CULTIVATION LLC

was validly authorized on August 25 , 2017, 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.



Sent by electronic transmission

Certificate Number: 20082642930

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 11th day of August , 2020.

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

ATTACHMENT B

DEED, LEASE, or `OPTION AGREEMENT

Please attach one:

- ☐ A copy of any deed reflecting the applicant's ownership of the proposed licensed premises

OR

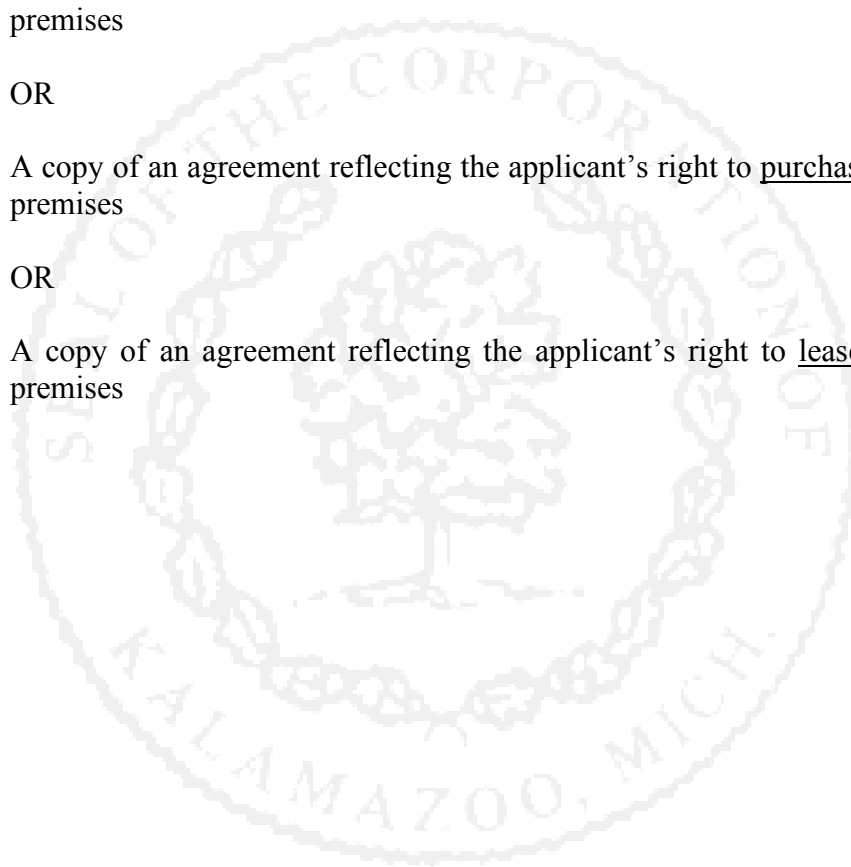
- ☒ A copy of a lease reflecting the right of the applicant to possess the proposed licensed premises

OR

- ☐ A copy of an agreement reflecting the applicant's right to purchase the proposed licensed premises

OR

- ☐ A copy of an agreement reflecting the applicant's right to lease the proposed licensed premises



COMMERCIAL LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT (hereinafter referred to as the "Lease Extension") is made and entered into on January 25, 2024, by and between Arcadia Property Management LLC (hereinafter referred to as "Lessor") and The Woods Cultivation LLC (hereinafter referred to as "Lessee") whether one or more, and each agreeing to be bound by and held jointly and severally liable under the terms and conditions of this Lease Extension).

In consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PRIOR LEASE: The parties executed a Lease Agreement dated April 1, 2019 (hereinafter "Lease Agreement") with a term of lease commencing on the 1st day of April, 2019, and which expires on the 28 day of February, 2024. All terms, conditions, and provisions of said Lease Agreement are hereby incorporated by reference or by attachment.

2. EXTENSION OF PRIOR LEASE TERM: The parties hereby agree to extend and continue the aforementioned Lease Agreement for an additional term, commencing on the 1 day of April, 2024, and expiring on the 27 day of February, 2029.

3. REVISED RENT PAYMENTS: The rent shall be payable in equal monthly installments of \$60,555.00, payable on the 1 day of each month of the term or are agreed by both parties.

LESSEE:
The Woods Cultivation LLC

By: 
403406C1BBE94F0...
Trent Friske
Its: Managing Member

LESSOR:
Arcadia Property Management, LLC

By: 
83A262FD8B75412...
Raphael Thurin
Its: Managing Member

COMMERCIAL LEASE

THIS LEASE (the Lease) is entered into on April 1, 2019 between Arcadia Property Management, LLC, (“Lessor”) and The Woods Cultivation, LLC a Michigan Limited Liability Company (“Lessee”), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the property located at 822 Schuster Avenue, Suite A, Kalamazoo, Michigan 49001 (“the Premises”).

Initial Term. The term of this Lease shall be commence six months after receiving conditional approval from the Department of Licensing and Regulatory Affairs, Bureau of Marihuana Regulations, to operate a cultivation facility as defined in the Medical Marihuana Facility Licensing Act (“MMFLA”) (the “Commencement Date”) and terminate on February 28, 2024. The date that the Lease terminates shall be the “Termination Date” unless Lessee exercises its option to renew. Additionally, the Lease shall be terminated and deemed null and void if Lessee does not secure the necessary license and certifications from the City of Alma and the State of Michigan to operate their business at the Premises as a provisioning center for medical marijuana. If Lessee does not secure the proper license and certifications to operate within the next six (6) months or receives an official denial, then this Agreement shall be null and void and neither the Tenant or the Landlord shall have no further obligations to each other, including, but not limited to, paying rent.

2. **Renewal Option.** Provided this Lease is in full force and effect, and there has been no default thereunder, Lessee shall have three (3) additional 5 year terms after the end of this Lease on the terms and conditions set forth below in 3C. Lessee shall provide Lessor notice of its intent to exercise its Renewal Option, no later than one hundred twenty (120) days before the end of the initial term.

3. **Rent.**

- a. Lessee shall pay Lessor as Gross Rent for the Premises the following:

<u>Lease Year</u>	<u>Annual Gross Rent</u>	<u>Monthly Gross Rent</u>
1 - 5	\$660,600.00	\$55,050.00

*Additional year terms (option years) see 3b below
- b. Provided the Lease is in full force and effect and Lessee shall not be in default of any of its obligations hereunder at the time of the notices described below, Lessee shall have the option to extend the term of this Lease for three (3) additional five (5) year terms with a 10% increase of the Gross Rent per additional term.
- c. Any installment of rent accruing hereunder and any other sum payable hereunder by Lessee to Lessor not paid within 30 days of the due date, shall bear interest at fifteen percent (15%) per annum from the date when the same shall respectively become payable until the same shall be paid.

COMMERCIAL LEASE

4. **Security Deposit.** There shall be no Security Deposit required.

5. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of Lessor, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole. Lessor will provide sufficient space for the identification of the Lessee on the building. Any Sign on the Premises must satisfy all City of Warren Sign ordinance/codes.

6. **Acceptance of Occupancy.** Lessee shall commence occupancy of the Premises on the commencement date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and finds it in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises as is.

7. **Vacation of Premises.** Lessee shall not abandon the Premises at any time during the term of this Lease, and if Lessee abandons the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

8. **Use.** The Premises are to be used and occupied by Lessee as a Medical Marijuana provisioning center, and for all other operations necessary or incidental to the conduct of its business. No activity shall be conducted on the Premises that do not comply with local laws, ordinances, and regulations.

9. **Expenses.** Lessor shall pay all costs and expenses incurred in operating and managing the Building, except the routine maintenance and repair of the interior space leased to Lessee and utilities which are to be paid by Lessee as provided in this Lease. Utilities include, but are not limited to gas, electric, water and sewer.

10. **Repairs and Maintenance.** Lessor shall be responsible, at its sole expense, for the exterior of the Building in which the Premises are situated, including parking lot, sidewalks, walls, roof, subsurface walls, and including painting, structural maintenance, repair, and replacement, and for the repair and replacement of the Building's systems, HVAC, furnace, and water/sewer/hot water heater. However, any such maintenance, repairs, or replacement for the Building or Premises that are caused by the negligence or intentional misconduct of Lessee (or Lessee's agents, invitees) shall be the responsibility of Lessee to maintain, repair, or replace. With the exception of Lessor's obligations for maintenance, repairs, and replacement, Lessee shall be obligated to perform routine maintenance and repair to the interior of the Premises at Lessee's expense, including but not limited to heating, lighting, ventilating, air conditioning and all plumbing and electrical from within the Premises' walls and ceilings. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessee shall be responsible for the payment of Lessee's pro-rata

COMMERCIAL LEASE

share of reasonable, out of pocket costs incurred by Lessor in performing lawn care and lawn maintenance, removing snow and ice from the parking areas and sidewalks (excluding snow removal at the door and access points of Lessee's leased premises). Lessee is responsible for maintenance of trash containers, trash removal and janitorial services.

11. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.

12. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 120 days before the expiration of the Lease to place on common areas and greenbelt, but not the Premises, standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

13. **Taxes and Assessments.** Lessor shall pay all real property taxes and assessments levied and made against the Premises during the lease term.

14. **Alterations.** Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of \$15,000 shall require the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. The work shall be done without injury to any structural portion of the Building, without disturbing other tenants in their use of the Building and be done by licensed professionals with proper permits. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease. Lessee will be responsible for the initial Lessee improvements to the interior of the Premises.

15. **Assignment and Subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not owned by or affiliated with Lessee without the prior written consent of Lessor which shall not be unreasonably withheld or delayed. Lessee Shall have the right to assign or transfer its interest in the Lease to an entity owned by, controlled or affiliated with Lessee without first being required to obtain the consent of Lessor, provided Lessee provides not less than thirty (30) days prior written notice of such assignment or transfer. Any such assignment will not release Lessee from its obligations and liabilities under this lease agreement.

16. **Trade Fixtures.** All trade fixtures and movable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their condition as of the Commencement Date, reasonable wear and tear excepted.

18. **Lessee's Liability.** All Lessees' personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or

COMMERCIAL LEASE

omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Lessor, its agents, employees or contractors. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessee's fire and extended coverage insurance policy.

19. Destruction of Premises. If the Premises are partially damaged or destroyed and occurred without the gross negligence or willful act of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction. If the Premises are totally destroyed or if the Premises cannot be repaired and restored within 45 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue, and Lessor shall repair the Premises.

20. Mutual Releases. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessee shall cause appropriate clauses to be included in their insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

21. Condemnation. If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor; provided that, Lessee shall not be prohibited from making a separate claim independent of Lessor for any of Lessee's personal property involved in the taking, the loss of business and Lessee's moving/relocation costs. If the Lease does not terminate, the Lessor shall rebuild, if necessary, the Premises to a complete architectural unit, and the rent under this Lease shall be equitably adjusted for the portion of the Premises taken.

22. Indemnity. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including reasonable attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Lessee's use of the Premises, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or

COMMERCIAL LEASE

negligence of persons occupying adjoining property. Lessor agrees to indemnify and defend Lessee against and hold Lessee harmless from any liability, loss, damage, cost, or expense (including reasonable attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Lessor or its ownership of the Premise, including for existing environmental matters described in Section 24, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors

23. Default and Reentry. If Lessee neglects or fails to perform its obligation to pay rent within 30 days of when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 21 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination or early termination, Lessor may at any time elect to terminate this Lease for any default by Lessee by giving written notice of the termination to Lessee in accordance with Michigan law.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that occurs by reason of that action, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

Notwithstanding any other provision of this Section 23 to the contrary, all proceedings to recover the possession of the Premises shall be conducted in accordance with the provisions of the Michigan Summary Proceedings Act.

24. Environmental Condition. Lessee shall not cause the escape, disposal, or release of any Hazardous Substances upon the Premises. "Hazardous Substances," for purposes of this Section, shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCBs, asbestos, asbestos-containing material, petroleum products, and raw materials that are included under or regulated by any environmental law (or become so included or regulated during the lease term) or that would pose a health, safety or environmental hazard. Lessee shall not allow the storage or use of Hazardous Substances in any manner not sanctioned by law for the storage and use of such substances or materials, nor allow to be brought into the Premises any Hazardous Substances except to use in

COMMERCIAL LEASE

the ordinary course of Lessee's business. Lessee shall indemnify Lessor in the manner elsewhere provided in this Lease against any liability resulting from any release of hazardous substances or materials on the Property by Lessee or persons acting under Lessee.

25. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed so long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation with respect to a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that all of the proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

26. Holding Over. If Lessee remains in possession of the Premises after the Termination date, it will be deemed to be occupying the Premises as a Lessee from month-to-month, subject to all the covenants of this Lease to the extent that they can be applied to a month-to-month tenancy, except that the Monthly Installment of Gross Rent for each month will be one hundred twenty five percent (125%) of the Monthly Installment of Gross Rent payable during the last month of the Lease Term. This covenant shall not preclude Lessor from recovering damages as a result of Lessee's failure to timely deliver possession of the Premises, nor establish any right or option of extension or renewal on behalf of Lessee.

27. Notices. Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

28. Lessee's Possession and Enjoyment. Lessee, on payment the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

29. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

COMMERCIAL LEASE

30. **Waiver.** The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

31. **Lessor's Fees and Expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

32. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

33. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.

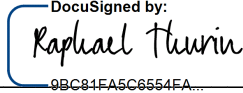
34. **Effective Date.** This Lease shall be effective as of the date first stated above.

35. **Termination.** Notwithstanding anything contained herein to the contrary, Landlord or Tenant shall have the right, exercisable in their sole discretion, to terminate this Lease Agreement at any time within the first thirty-six (36) months from the Commencement Date of the Lease, upon giving the respective party 30 days written notice. In the event that Landlord or Tenant elect to terminate the Lease Agreement under this provision, the Lease Agreement shall then be considered null and void and Tenant and Landlord shall have no further obligations to each other, including but not limited to, paying rent, under this Agreement.

LESSEE:
The Woods Cultivation, LLC

By: 
18B709F4142443D...
Trent Friske
Its: Manager Member

LESSOR:
Arcadia Property Management, LLC

By: 
9BC81FA5C6554FA...
Raphael Thurin
Its: Manager Member

ATTACHMENT C

PROPERTY OWNER'S AUTHORIZATION

A notarized statement from the owner of the property authorizing the use of the property for a marihuana business.

NOTE: this attachment is necessary only if the applicant is not the owner of the proposed licensed premises.



Arcadia Property Management LLC
Trent Friske, Manager
822 Schuster Ave
Kalamazoo, MI 49001

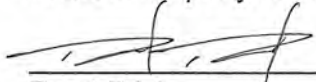
Property Owner's Authorization

Arcadia Property Management is the Landlord/Owner of the property located at 822 Schuster Ave, Suite A, Kalamazoo, Michigan 49001. The property is currently leased by The Woods Cultivation LLC.

Arcadia Property Management LLC is in full agreement of the proposed use of the leased space as a marijuana cultivation operation under the Michigan Medical Marihuana Facilities Act and Michigan Regulation and Taxation of Marijuana Act.

Respectfully submitted,

Arcadia Property Management

 /s/
Trent Friske
Its: Manager
Date: 4/2/24

State of Michigan

County of Oakland ss.:

On this day of April 2, 2024 before me, Segilola Opeyemi-Omob Ayeni, Notary Public, personally appeared, Trent Friske, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that be his signature on the instrument the person, or the entity upon of which the person acted, executed the instrument.

Witness my hand and official seal.

 /s/
Notary Public

State of Michigan, County of Oakland. Acting in the County of Oakland, Michigan.

My commission expires on 12/30/2024.

ATTACHMENT D

DIAGRAM OF PROPOSED LICENSED PREMISE

A "to scale" diagram of the proposed licensed premises, no larger than eleven (11) inches by seventeen (17) inches, showing, without limitation, building floor plan and layout, all entryways, doorways, or passage ways, and means of public entry and exits to the proposed licensed premises, loading zones, available onsite parking spaces, fencing at the premises, and all areas in which marihuana will be stored, grown, manufactured or dispensed;



DATE PREPARED BY: **ASR**

ASR Engineering
 10000 E. 14th Ave., Suite 100
 Aurora, CO 80015
 (303) 751-1111
 www.asr-engineering.com

CHECKED: **ASR**

DESIGNED: **ASR**

PROFESSIONAL SEAL
 STATE OF COLORADO
 CIVIL ENGINEER
 NO. 00000000
 EXPIRATION DATE 12/31/2025

APPROVED BY: **P.E.**

NO.	DATE	BY
1	08/05/19	ASR
2	08/05/19	ASR
3	08/05/19	ASR
4	08/05/19	ASR

SITE LAYOUT

THE WOODS CULTIVATION

THE WOODS CULTIVATION

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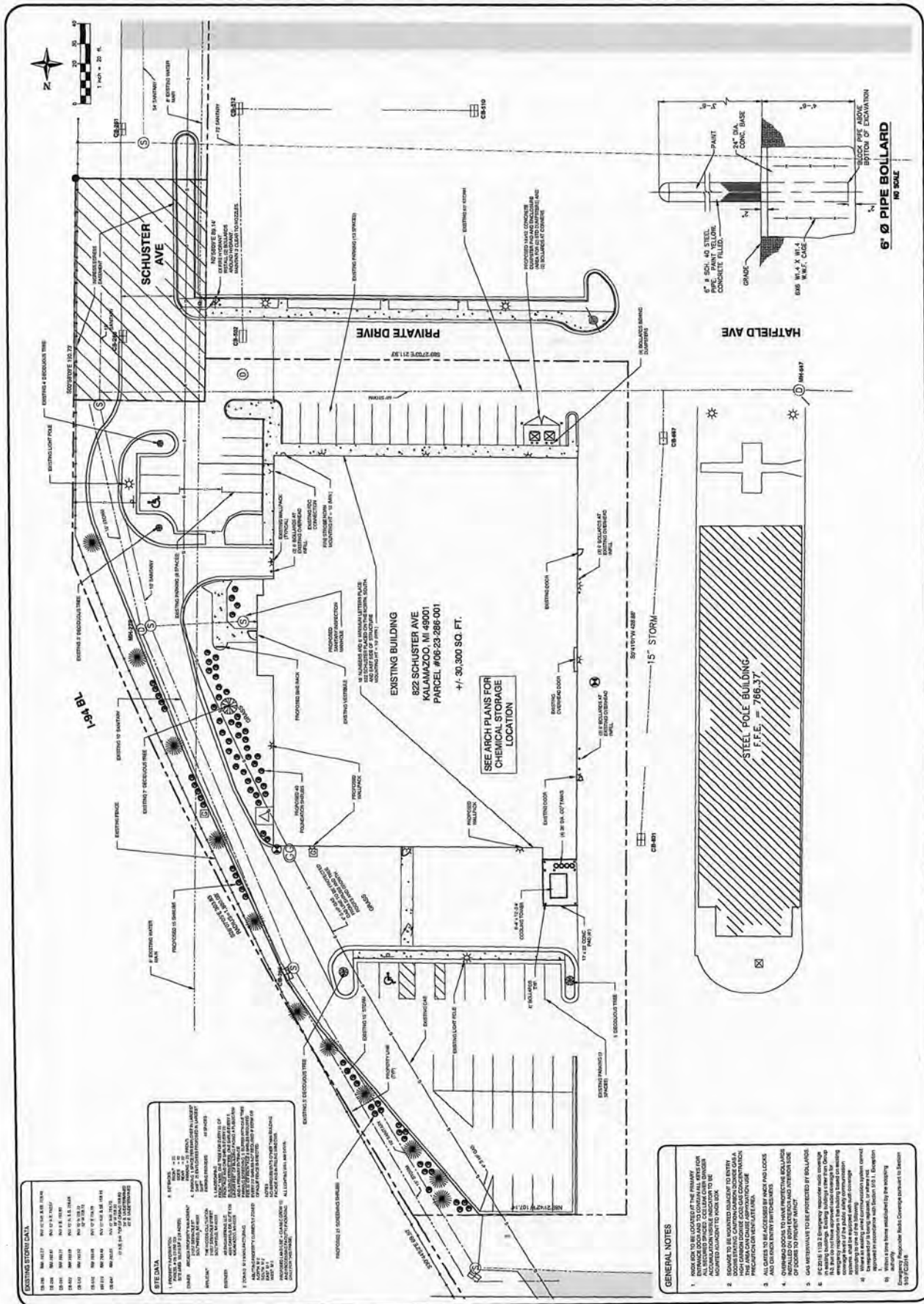
PROJECT: **THE WOODS CULTIVATION**

SHEET TITLE: **THE WOODS CULTIVATION**

JOB NUMBER: **1804111**

DATE: **10/21/2019**

SHEET NUMBER: **C1.0**





ATTACHMENT E

LIGHTING PLAN

A lighting plan showing the lighting outside of the facility for security purposes and compliance with applicable City outdoor lighting requirements.





ISSUED FOR	10/11/2019
PHASE 1 PERMITS	
PHASE 2 PERMITS	
ADDENDUM 4	01/23/2020
PHASE 2 PERMITS	
ADDENDUM 5	01/31/2020
PHASE 2B PERMITS	
ADDENDUM 6	03/25/2020

Arcadia Indoor Cultivation Facility Renovation

822 Schuster Ave
Kalamazoo, MI 49440

PROJECT NO:
190205

TITLE:
**FIRST LEVEL
LIGHTING PLAN**

SHEET NO:

EL101

SHEET SIZE: 24" x 36"
This drawing is the property of Ability Engineering and is to be used only for the project and location specified. It is not to be reproduced, copied, or used for any other project without the written consent of Ability Engineering. The user of this drawing assumes all liability for the accuracy and completeness of the information provided. The user of this drawing also assumes all liability for the accuracy and completeness of the information provided. The user of this drawing also assumes all liability for the accuracy and completeness of the information provided.

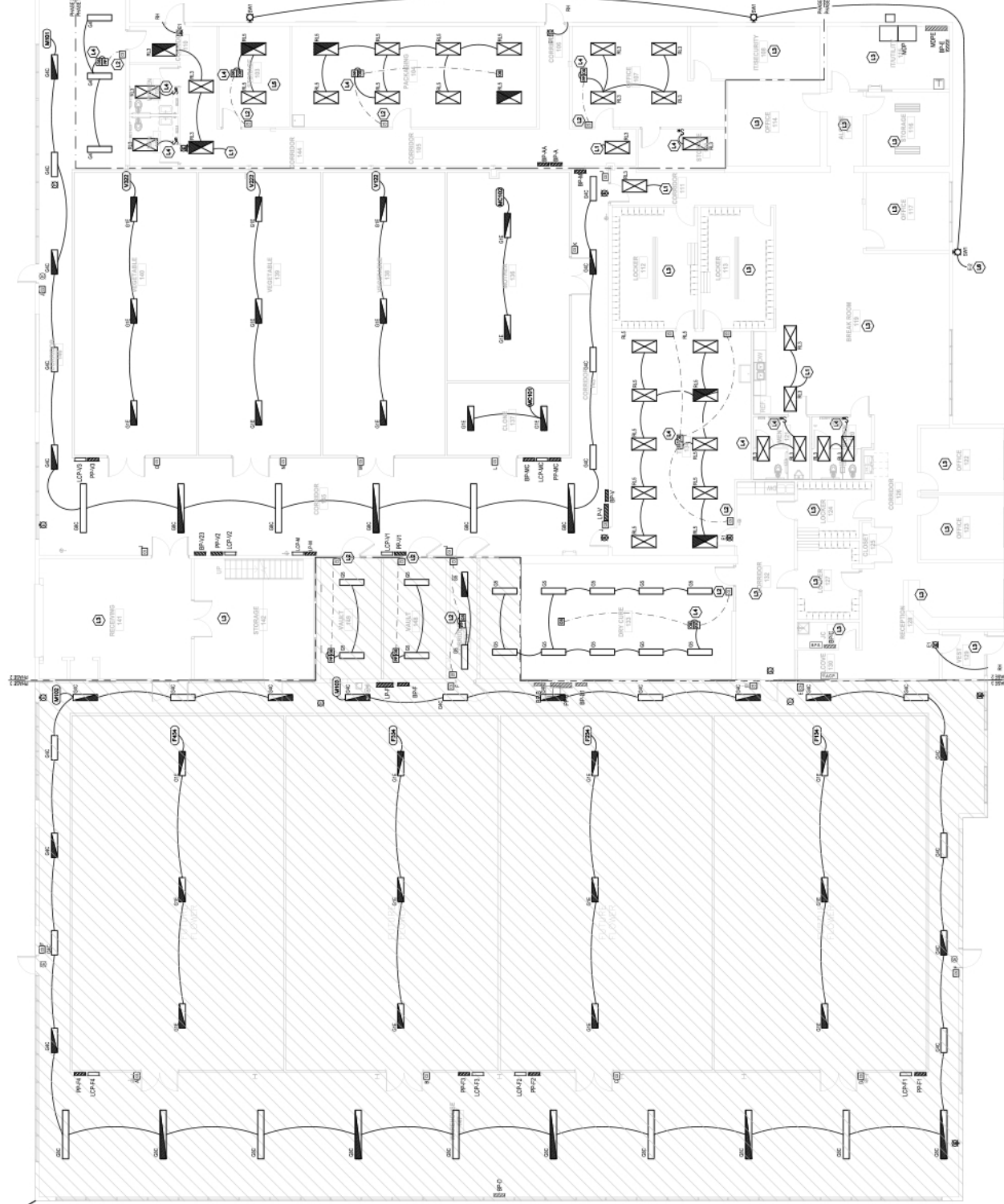
LIGHTING LEGEND

○ LEGEND SYMBOL INDICATOR

- 1. CONNECT TO EXISTING LIGHTING CIRCUIT AND CONTROL AREA.
- 2. NEW LIGHTING CIRCUIT AND CONTROL AREA.
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PHASING NOTES:

1. WORK SCOPE FOR ALL PHASES OF PROJECT SHOWN ON EL101, EL102, EP101 AND EP102 FOR OVERALL BUILDING PURPOSES.
2. PHASING BOUNDARY LINES ARE SHOWN TO IDENTIFY WORK AREAS WITHIN EACH CONSTRUCTION PHASE.
3. TIMES SHALL COORDINATE WITH GENERAL CONTRACTOR WITH RESPECT TO PHASING OF THIS PROJECT.



FIRST LEVEL LIGHTING PLAN



ATTACHMENT F

STAFFING PLAN

Summary

Please indicate the number of employees who will be working at the proposed facility once the facility is operational:

Full-time employees (32+ hours per week) _____ Part-time employees (< 32 hours per week) _____

Position Types and Compensation

Please provide a description of the types of jobs the proposed facility is expected to create, along with the amount of compensation and benefits expected to be paid for such jobs:

Position Title: _____ Annual Average Compensation \$ _____

How many people will be employed in this position at the proposed facility? _____

Are health insurance benefits available for employees in this position? Yes _____ No _____

If yes, please indicate the employer contribution to health insurance costs: All _____ Partial _____ None _____

Position Title: _____ Annual Average Compensation \$ _____

How many people will be employed in this position at the proposed facility? _____

Are health insurance benefits available for employees in this position? Yes _____ No _____

If yes, please indicate the employer contribution to health insurance costs: All _____ Partial _____ None _____

Position Title: _____ Annual Average Compensation \$ _____

How many people will be employed in this position at the proposed facility? _____

Are health insurance benefits available for employees in this position? Yes _____ No _____

If yes, please indicate the employer contribution to health insurance costs: All _____ Partial _____ None _____

Position Title: _____ Annual Average Compensation \$ _____

How many people will be employed in this position at the proposed facility? _____

Are health insurance benefits available for employees in this position? Yes _____ No _____

If yes, please indicate the employer contribution to health insurance costs: All _____ Partial _____ None _____

Position Title: _____ Annual Average Compensation \$ _____

How many people will be employed in this position at the proposed facility? _____

Are health insurance benefits available for employees in this position? Yes _____ No _____

If yes, please indicate the employer contribution to health insurance costs: All _____ Partial _____ None _____

Please provide information on any benefits other than health insurance that are offered to all employees:

Attach additional pages as necessary.

STAFFING PLAN

AHKI Canna Summary

Please indicate the number of employees who will be working at the proposed facility once the facility is operational:

Full-time employees (32+ hours per week) 17

Part-time employees (< 32 hours per week) 1

Position Types and Compensation

Please provide a description of the types of jobs the proposed facility is expected to create, along with the amount of compensation and benefits expected to be paid for such jobs:

Position Title: **Executive Management**

Annual Average Compensation: **\$72,500**

How many people will be employed in this position at the proposed facility? 2

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: **50%**

Position Title: **Legal and Compliance Officer**

Annual Average Compensation: **\$70,000**

How many people will be employed in this position at the proposed facility? 1

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: **50%**

Position Title: **Grow Facility Manager**

Annual Average Compensation: **\$64,000**

How many people will be employed in this position at the proposed facility? 1

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: **50%**

Position Title: **Production Manager**

Annual Average Compensation: **\$52,000**

How many people will be employed in this position at the proposed facility? 2

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: **50%**

Position Title: **Sales**

Annual Average Compensation: **\$40,040 + commission**

How many people will be employed in this position at the proposed facility? 1

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: **50%**

Position Title: **Technician**

Annual Average Compensation: **\$42,000 - \$40,040**

How many people will be employed in this position at the proposed facility? 9

Are health insurance benefits available for employees in this position? **Yes**

If yes, please indicate the employer contribution to health insurance costs: 50%

Position Title: **Administrative Assistant – Sales Team**

Annual Average Compensation: **\$40,040**

How many people will be employed in this position at the proposed facility? 1

Are health insurance benefits available for employees in this position? Yes

If yes, please indicate the employer contribution to health insurance costs: 50%

Position Title: **Custodian**

Annual Average Compensation: **\$29,120**

How many people will be employed in this position at the proposed facility? 1

Are health insurance benefits available for employees in this position? Yes

If yes, please indicate the employer contribution to health insurance costs: 50%

Please provide information on any benefits other than health insurance that are offered to all employees:

Employees Receive Paid Time Off and Dental and Vision insurance.

Chief Executive Officer (CEO)

The CEO will oversee all grow facility business strategies. They will liaison with the COO to ensure business and sales strategies mesh with facility operations. The CEO will liaison with investors and financial institutions. They will oversee the Business Development Manager, Outside Sales Team and Compliance and Legal Officer.

Education/Experience:

- Experience in developing profitable strategies and implementing vision
- Strong understanding of corporate finance and performance management principles
- Familiarity with diverse business functions such as marketing, PR, finance etc.
- In-depth knowledge of corporate governance and general management best practices
- An entrepreneurial mindset with outstanding organizational and leadership skills
- Analytical abilities and problem-solving skills
- Excellent communication and public speaking skills

CEO Responsibilities:

- Develop high quality business strategies and plans ensuring their alignment with short-term and long-term objectives
- Lead and motivate subordinates to advance employee engagement develop a high performing managerial team
- Oversee sales operations and business development activities to ensure they produce the desired results and are consistent with the overall strategy and mission
- Make high-quality investing decisions to advance the business and increase profits
- Enforce adherence to legal guidelines and in-house policies to maintain the company's legality and business ethics
- Review financial and non-financial reports to devise solutions or improvements
- Build trust relations with key partners and stakeholders and act as a point of contact for important shareholders
- Cultivate and manage investor relationships and investment opportunities
- Analyze problematic situations and occurrences and provide solutions to ensure company survival and growth
- Maintain a deep knowledge of the markets and industry of the company
- Work with management to ensure compliance with the MMFLA
- Lead outreach and awareness campaigns

Chief Operating Officer (COO)

The COO will oversee all grow facility operations strategy. They will liaison with the CEO to ensure business and sales strategies mesh with facility operations. They will oversee all facility personnel.

Education/Experience:

- Proven experience as Chief Operating Office or relevant role
- Understanding of business functions such as HR, Finance, marketing etc.
- Demonstrable competency in strategic planning and business development
- Experience in fundraising will be a plus
- Working knowledge of data analysis and performance/operation metrics
- Working knowledge of IT/Business infrastructure and MS Office
- Outstanding organizational and leadership abilities
- Excellent interpersonal and public speaking skills
- Aptitude in decision-making and problem-solving

COO Responsibilities:

- Design and implement business strategies, plans and procedures
- Set comprehensive goals for performance and growth
- Establish policies that promote company culture and vision
- Oversee daily operations of the company and the work of managers (Grow Facility Manager, Lead Grow Tech, Lead Trimmer, etc.)
- Lead employees to encourage maximum performance and dedication
- Evaluate performance by analyzing and interpreting data and metrics
- Write and submit reports to the CEO in all matters of importance
- Assist CEO in fundraising ventures
- Participate in expansion activities (investments, acquisitions, corporate alliances etc.)
- Manage relationships with partners/vendors
- Work with management to ensure compliance with the Marijuana regulations and laws
- Lead management training
- Lead diversion program and training

Legal and Compliance Officer (LCO)

The Legal and Compliance Officer will oversee grow facility inventories, all METRC and Inventory Tracking System (ITS) inputs. They will be responsible for Inventory discrepancies, audits, and diversion prevention. They will liaison with the Grow Facility Manager and Sales Manager to reconcile METRC and ITS inputs. The LCO will be responsible for legal and human resources departments. They will report to the CEO and COO.

Education/Experience:

- Proven experience as office coordinator or in a similar role
- Experience in customer service will be a plus
- Knowledge of basic bookkeeping principles and office management systems and procedures
- Outstanding knowledge of MS Office, “back-office” and accounting software
- Working knowledge of warehouse and office equipment (e.g. electronic scales)
- Excellent communication and interpersonal skills
- Organized with the ability to prioritize and multitask
- Reliable with patience and professionalism
- Proven experience as inventory manager or similar position
- Excellent knowledge of data analysis and forecasting methods
- Working knowledge of inventory management software (e.g. Flourish)
- Ability to accurately track inventory and create reports
- An analytical mind with strong math skills
- Excellent organizational and planning skills
- Outstanding communication and interpersonal abilities
- Reliable and trustworthy
- BSc/BA in business administration. logistics or relevant field; MS/MSc, JD, CPA preferred

LCO Responsibilities:

- Manage all METRC and ITS inputs
- Devise ways to optimize inventory control procedures
- Inspect the levels of business supplies and raw material to identify shortages
- Ensure product stock is adequate for all distribution channels and can cover direct demand from customers
- Record daily deliveries and shipments to reconcile inventory
- Use ITS software to monitor demand and document characteristics of inventory
- Place orders to replenish stock avoiding insufficiencies or excessive surplus
- Analyze data to anticipate future needs
- Evaluate suppliers to achieve cost-effective deals and maintain trust relationships
- Collaborate with Grow Facility Manager and Sales Manager to ensure business goals are met
- Report to upper management on stock levels, issues etc.
- Insert customer and account data by inputting text based and numerical information from source documents within time limits
- Compile, verify accuracy and sort information according to priorities to prepare source data for METRC and ITS entry
- Review data for deficiencies or errors, correct any incompatibilities if possible and check output
- Research and obtain further information for incomplete documents
- Apply data program techniques and procedures
- Generate reports, store completed work in designated locations and perform backup operations
- Scan documents and print files, when needed

- Respond to queries from MRA for information and access relevant files
- Comply with data integrity and security policies
- Ensure proper use of office equipment and address any malfunctions
- Create and enforce policies for effective data management
- Formulate techniques for quality data collection to ensure adequacy, accuracy and legitimacy of data
- Devise and implement efficient and secure procedures for data handling and analysis with attention to all technical aspects
- Establish rules and procedures for data sharing with upper management, external stakeholders etc.
- Support others in the daily use of data systems and ensure adherence to legal and company standards
- Assist with reports and data extraction when needed
- Monitor and analyze information and data systems and evaluate their performance to discover ways of enhancing them (new technologies, upgrades etc.)
- Ensure digital databases and archives are protected from security breaches and data losses
- Troubleshoot data-related problems and authorize maintenance or modifications
- Draft and review contracts and other legal documents
- Manage financial, inventory, and employee records

The Grow Facility Manager will oversee of all facility plant touching operations and personnel. They will lead the Grow Team, Harvest Team and report to the LCO and COO.

Education/Experience:

- Proven work experience as operations manager
- Adequate knowledge of organizational effectiveness and operations management
- Budget development and oversight experience
- Deep knowledge of production management
- Understanding of quality standards and health & safety regulations
- Familiarity with business and financial principles and practices
- Working knowledge of budgets, forecasting and metrics
- Basic IT skills (databases, MS Office etc)
- Ability to effectively communicate with all levels of the organization
- Leadership and organizational skills
- Familiarity with pesticides, insecticides, fertilizers, and watering and planting procedures

Lead Grower Responsibilities:

- Oversee and coach Lead Grow Tech, Grow Techs, Lead Harvest, and Harvest Techs
 - Set daily/weekly/monthly objectives and communicate them to Lead Grow Tech, Grow Techs, Lead Harvest, and Harvest Techs
 - Organize workflow by assigning responsibilities and preparing schedules for Lead Grow Tech, Grow Techs, Lead Harvest, and Harvest Techs
 - Ensure the safe use of grow equipment and schedule regular maintenance
 - Check grow production output according to specifications
 - Submit reports on performance and progress
 - Identify issues in efficiency and suggest improvements
 - Train new employees on how to safely use machinery and follow procedures
 - Enforce strict safety guidelines and company standards
 - Liaise with Lead Harvest, to formulate objectives and understand requirements
 - Estimate costs and prepare budgets
 - Organize workflow to meet specifications and deadlines
 - Monitor production to resolve issues
-
- Supervise and evaluate performance of production personnel (Lead Grow Tech, Grow Techs, Lead Harvest, and Harvest Techs)
 - Determine amount of necessary resources (workforce, raw materials etc.)
 - Approve maintenance work, purchasing of equipment etc.
 - Ensure output meets quality standards
 - Enforce health and safety precautions

Report to upper management

Ahki Production Manager

The Production Manager will oversee the daily grow operations and lead the Cannabis Technicians. The Cannabis Production Manager will report to the Facility Manager.

Do you enjoy being part of a team where you are challenged, and you challenge others to grow in real and lasting ways? Do you want to be hands-on with the building blocks of a company's entire production from the hands-on processes, to the planning, to the people and culture building? Do you want to actually make an impactful difference in your life and the lives of people around you even when it's difficult?

We are seeking a team member that strives to live their life as their authentic self, who wants to work in a place where they are measured by their performance and their character rather than their lifestyle. We are the kind of people that care about our work and our team in a way that keeps us up at night, we do hard and crazy things with support. We geek out about plants, technology, and the living systems their fusion creates. Our team enjoys personal development inside and outside of the workplace, seeking to derive personal utility from every experience regardless of how mundane it might appear on the surface. We learn, not just for the sake of learning, but for the sake of making things work. We are not protectors of fragile egos, we thrive in a fast paced, smart environment, that encourages debate, giving and receiving candid feedback, and putting your ideas out there. We value receiving and participating in one-on-one coaching sessions with teammates and supervisors, working closely with both to improve our team and our processes. We are not servant leaders; we care personally and challenge directly.

That's us, now who are you?

Education/Experience:

Proven work experience as a team leader or supervisor

In-depth knowledge of performance metrics

Advance skills MS Excel and Word

Excellent communication and leadership skills

- conflict management and resolution
- introspection
- care personally, challenge directly

Organizational and time-management skills

- experience with guiding teams through planning
- experience seeking out, applying, and evaluating planning tools and structures

Decision-making skills

- collaborative and independent decision-making skills
- practices reframing problems
- ability to observe and apply information

Ability to set and meet hard deadlines

- hold their team accountable, find solutions or pivoting when needed
- communicating effectively when deadlines are in danger of not being met

Associate degree in horticulture or related field preferred

Degree in Management or experience coaching employee and team growth

Responsibilities

Oversee day-to-day operation of grow rooms and cultivation process

Track and manage equipment and supplies

Create an inspiring team environment with an open communication culture

Set clear weekly and monthly goals for Technicians

Meet set performance goals according to grow room schedule

Manage new hire and continuing education Technician training

Delegate tasks and set deadlines for Technicians

Monitor Technician performance and report on metrics

Motivate team members

Discover training needs and provide coaching

Listen to team members' feedback and resolve any issues or conflicts

Recognize high performance and reward accomplishments

Suggest and organize team building activities

Manage shift scheduling for Technicians

Conducts Technician morning standup meetings

Perform one-on-one meetings with Grow Technicians

Conduct performance evaluations for Grow Technicians

Provide disciplinary actions when needed in accordance with company policies

Understand CRA regulations for cannabis product

Participate in continued education and consume ongoing training and development materials

Keep track of plants throughout grow processes and room transfers in accordance with CRA regulations and METRC tracking

Sales Representative

Sales Representative will be responsible for cultivating and maintaining relationships with provisioning center, retailer, and processing facility customers. They will take purchase orders for the grow facility. They liaison with business development to follow up on leads and promote business. They will report to the CEO.

Duties/Responsibilities:

- Qualify leads as sales opportunities
- Contact potential clients through in person cold call visits, over the phone, and emails
- Present our company to potential clients
- Identify client needs and suggest appropriate products/services
- Customize product solutions to increase customer satisfaction
- Build long-term trusting relationships with clients
- Proactively seek new business opportunities in the market
- Report to the CEO on (weekly/monthly/quarterly) sales results
- Stay up-to-date with new products/services and new pricing/payment plans
- Forecast sales, develop “out of the box” sales strategies/models and evaluate their effectiveness
- Meet personal and team sales targets
- Coordinate sales effort with team members and other departments
- Research accounts and generate or follow through sales leads
- Report and provide feedback to management using financial statistical data
- Maintain and expand client database

Required Skills/Abilities:

- Proven sales experience, meeting and exceeding targets
- Previous experience as a sales representative, sales manager or sales and marketing director
- Previous experience working in the cannabis industry
- Solid computer skills, including MS 365 Office and Excel (Adobe Creative Suite a plus)
- Familiarity with CRM practices along with ability to build productive business professional relationships
- Ability to communicate, present and influence all levels of the organization, including executive and C-level
- Proven ability to drive the sales process from plan to close
- Maintaining positive business relationships to ensure future sales
- Proven ability to articulate the distinct aspects of products and services, and to position products against competitors
- Demonstrable experience developing client-focused, differentiated and achievable sales solutions
- Excellent listening, negotiation, and presentation skills
- Well organized and detail oriented
- Excellent time management
- Stellar written and oral communication skills
- Ability to work independently
- Continuously improve through feedback

Education and Experience:

- Bachelor’s degree preferred
- Proven experience as sales representative or executive
- Computer and Office software skills

- Able to work comfortably in a fast paced environment

Physical Requirements:

- Prolonged periods sitting at a desk or in the car
- Must have valid driver's license and reliable transportation for sales calls
- Must be able to lift up to 15 pounds at times.
- Must be 21 years of age or older

In all workplaces, there is a risk of contracting Covid 19. It is our business priority to keep our team members, families, friends, and stakeholders safe. A covid 19 vaccination is required to work at this facility. If you are not vaccinated, we can provide access to the vaccine through the health department. Any unvaccinated employee without need for a reasonable accommodation or protected reason will not be allowed to work on-premises post-June 1st or until the Covid 19 pandemic is over. Please consider this policy before you apply.

Annual Salary: Salary base + commission depending on experience

Percentage of Full Time Employment: 100%

Job Type: Full-time

Salary: \$40,040.00 per year + Bonus

Ahki Cannabis Technician

Hourly Wage: \$17.00 - \$19.25/hr

Percentage of Full-Time Employment: 100%

<https://www.da-fakto.com/retailer-locator>

What the ideal Ahki Cannabis Technician candidate looks like:

We are seeking a team member that strives to live their life as their authentic self, who wants to work in a place where they are measured by their performance and their character rather than their lifestyle. We love to geek out about plants and technology and the living system their fusion creates. We value direct feedback from all team members and like to do hard things together with support, we encourage open debate and giving and receiving candid feedback. We are looking for a teammate that participates in open communication and works closely with teammates and supervisors. Our technicians are hands-on with the day-to-day functions of our harvest and post-harvest processes and the planning for our crop cycles.

Ahki Canna is a Native American and Black owned cannabis company in Michigan. We respect and value diversity in all aspects of life and business. Team members must enjoy working with other team members that come from all backgrounds of life, genders, race, and experiences and have a commitment to help further foster an open and positive sense of company culture.

All candidates should also understand that Ahki Canna is an early-phase company; therefore, Ahki Canna team members need to be able to thrive in an incredibly fast-paced environment that is ever-evolving, and are focused on constant improvement to find efficiencies. Candidates should also have a problem-solving mentality and the ability to effectively communicate through the proper channels to find solutions.

We believe that Ahki Canna is a rewarding and enjoyable place to work. Team members have the ability to learn multiple aspects of the cannabis industry ranging from new industry technologies and best cultivation practices, to general business management and improvement tactics.

In all workplaces, there is a risk of contracting Covid 19. It is our business priority to keep our team members, families, friends, and stakeholders safe. A covid 19 vaccination is required to work at this facility. If you are not vaccinated, we can help provide access to the vaccine. Any unvaccinated employee without need for reasonable accommodation or protected reasons will not be allowed to work on-premises until the Covid 19 pandemic is over. Please consider this policy before you apply.

The Cannabis Technician will carry out the daily cannabis grow and harvest operations. The Cannabis Technician will report to either the Harvest Technician Manager or the Grow Technician Manager.

Education/Experience:

- Technical knowledge and ability to read and comprehend instructions and follow established procedures and seek out process improvements.
- Ability to use tools (e.g. trimming shears, PH meter) and machines (trimming machines, pumps, etc.)
- Good understanding and implementation of quality control principles.
- Good communication skills (verbal and written)
- Ability to give, receive, and process constructive feedback

- Excellent hand-eye coordination.
- High school diploma: Higher degree from a technical school will be appreciated.
- Adaptability and willingness to learn in a fast-paced environment.

Cannabis Technician Responsibilities:

- Exhibit qualities of a successful member of a startup company.
- Anticipate, recognize, and encourage changes to improve processes.
- Proactively approach changes with an open mind and positive attitude.
- Engage in a heavy feedback-oriented culture.
- Construct goals and action plans to achieve said goals.
- Exhibit endurance and perseverance in working towards goals and success.
- Put in the work and time necessary to acquire/improve personal knowledge and skills in all areas.
- Facilitate the growing, harvesting, trimming, and packaging of cannabis products.
- Flex between Grow and Harvest tasks as needed based on production requirements.
- Challenge the pace of ever-evolving workflow.
- Maintain and challenge ever-changing output standards for packaging and cultivation tasks.
- Maintain and monitor grow room environment and crop care.
- Execution of day-to-day routine plant maintenance from clone to harvest (i.e. defoliations, lollipopping, fertigations, scouting, training/trellising, etc.)
- Conduct daily inspections of grow rooms (i.e. for pests, general plant health, potential issues, etc.)
- Monitor grow room environmental factors for abnormalities (i.e. lighting, humidity, temperature, substrate moisture, air flow, etc.)
- Maintenance of healthy mother plants.
- Cloning and propagation.
- Transplants and relocations of crops.
- Data collection and management. Interpretation of results. Application and evaluation.
- Pesticide applications and sprays.
- Maintenance of general cleanliness and sanitization of the facility.
- Report to Harvest Manager/Grow Manager.
- Deliver and discuss walkthrough observations and results on a daily basis.
- Bring issues and potential solutions to the Grow and Harvest Managers.
- Report in-process adjustments, daily task completion, and output.
- Liaise with Harvest Manager/Grow Manager to formulate objectives, understand requirements, and work together to find solutions.
- Participation during team meetings, brainstorming sessions, and process reviews.
- Communicate when unsure about the objectives and requirements of tasks and concepts.
- Communicate with the Grow and Harvest Managers when objectives and requirements are not being met.
- Demonstrate forward thinking and ability to plan for upcoming crop cycles and/or anticipated challenges.
- Organize workflow to meet specifications and deadlines.
- Autonomously complete daily and weekly tasks on schedule.
- Correctly prioritize task lists to maximize efficiency of available time spent on tasks.
- Liaise with Grow and Harvest Managers when deadlines are in danger of being missed.
- Monitor production to resolve issues and ensure output meets quality standards.
- Execute daily walkthroughs through assigned rooms to scout for issues and areas of improvement.
- Perform daily equipment calibration and inspection.

- Daily data collection and note keeping in an organized manner, available for Grow and Harvest Managers to review.
- Review observations and generate potential solutions to issues that arise or improvements that can be made.
- Regularly participate in process-related problem-solving activities.
- Report equipment issues and process downtime as they occur.
- Report product quality concerns in as they occur.
- Maintain product quality standards.
- Enforce health and safety precautions.
- Utilize PPE in all necessary circumstances.
- Speak up when safety procedures are not being followed.
- Speak up when potential safety improvements are observed.
- Participate in safety reviews.
- Completion of other tasks and projects as needed.
- Take on additional tasks and responsibilities as needed

Job Type: Full-time

Ahki Canna Custodian

Ahki Canna is dedicated to cultivating the highest quality Medical Marijuana products. We value professional, reliable relationships with our employees and customers. We will become a model representation for quality and compliant medical marijuana cultivation in the state of Michigan, with compassion and compliance being our highest priority. With active employee involvement and support, Ahki Canna will continue to achieve its goals. We sincerely hope our employees will take pride in being an important part of Ahki Canna's success.

Custodian Job Summary: The Custodian will clean and maintain the facility.

Supervisory Responsibilities:

- None.

Duties/Responsibilities:

- Performs general cleaning and janitorial duties in the offices and common areas of the building.
- Performs minor repairs and maintenance such as replacing light fixtures or unclogging pipes.
- Assists in cleaning and sanitizing restrooms, locker rooms, and breakroom area.
- Performs laundry services of employee uniforms and sanitize reusable PPE equipment.
- Performs limited grounds maintenance such as mowing and trimming lawns and hedges and cleaning snow from sidewalks.
- Maintains a neat and orderly janitors' room; ensures cleaning and maintenance supplies are tracked and stocked.
- Washes windows.
- Assists in examining facility for safety hazards; reports deficiencies to Facility Manager.
- Performs other related duties as assigned.

Required Skills/Abilities:

- Knowledge of safety hazards and proper use of various cleaning and sanitizing solutions.
- Detail-oriented and thorough.
- Ability to perform basic repairs and operate tools or equipment used in routine maintenance.
- Ability to keep the facility clean and orderly.
- Ability to interact with staff and visitors at the facility while remaining professional, polite, and courteous.

Education and Experience:

- High school diploma or equivalent required.

- Minimum of 1 year of janitorial/custodial experience.

Physical Requirements:

- Prolonged periods standing.

- Must be able to lift, bend, stoop, climb, reach, and lift up to 50 pounds at a time. Must be 21 years or older
Must agree to a criminal history background check

Job Type: Part-time, 1-2 day coverage per week

METRC & Inventory Technician

METRC & Inventory Technician Duties and Responsibilities

As the METRC Technician, you will be responsible for all intake, shipping, packaging, and inventory of cannabis products as it relates to the METRC platform and it's integrations. Responsibilities for this job include but are not limited to:

- Performing physical receipt and delivery of cannabis products and properly entering data into METRC
- Performing intake of cannabis products into the inventory management software
- Assisting the Compliance Officer with inventory and plant audits and reconciliations every 14 days
- Perform quality control checks on final products before delivery
- Drafting weekly audit, inventory, and delivery/sales reports for Compliance Officer
- Scheduling Secure Transport for deliveries and create METRC Transport Manifest
- Scheduling Safety Compliance Testing for Full Panel tests
- Assisting the Compliance Officer with full panel compliance testing
- Assisting the Compliance Officer with Harvest Day tasks
- Disseminating test results to stakeholders
- Create trade samples and sample transport manifests for the Sales team.
- Ensuring deliveries are fulfilled and delivered on time, and purchase orders match invoices and transfer manifests
- Troubleshooting inventory issues that may come up in the course of operating the platform
- Maintaining METRC and inventory management supplies
- Maintaining the cannabis vault organized and clean
- Assigning new METRC tags to plant and product packages
- Dealing with returns, product quarantines, and write-offs
- Researching and learning the METRC platform to become more efficient and knowledgeable with the ultimate goal of being able to train others
- Maintaining high-level familiarity with METRC and MMFLA/MRTMA rules and regulations relating to packaging and inventory controls
- Willing to be responsive outside of normal work hours in the case of an emergency (within reason)
- Additional Ad Hoc requests from management

METRC & Inventory Technician skills and qualifications

- Ability to work with other teams
- Proficient with technology, Project Management Software, and computers
- Experience with MS Office
- Experience in label-making software and printers is a plus
- Experience working in a logistics-based operation such as retail delivery or distribution/warehousing
- Strong typing skills
- Extremely detail-oriented and organized
- Prior experience with METRC is preferred but not required
- Positive attitude and can-do mentality
- Strong focus on being able to work collaboratively with various teams and outside vendors

What the Ideal METRC & Inventory Technician candidate looks like:

AHK! Canna is a Native American and Black-owned cannabis company in Michigan, we respect and value diversity in all aspects of life and business. Team members must enjoy working with other team members that come from all backgrounds of life, genders, race, and experiences and have a commitment to help further

foster an open and positive sense of company culture.

All candidates should also understand that AHKI Canna is an early phase company, therefore, AHKI Canna team members need to be able to thrive in an environment that is ever-evolving and are focused on constant improvement and finding efficiencies. Candidates should also have a problem-solving mentality and the ability effectively communicate through the proper channels to find a solution.

We believe that AHKI Canna is a rewarding and enjoyable place to work. Team members have the ability to learn multiple aspects of the cannabis industry ranging from new industry technologies and cultivation best practices to large-scale inventory management and fulfillment practices.

The Sales Administrative Assistant facilitates the efficient operation of the Sales Team by performing clerical and administrative work to support the Sales Representatives.

Duties/Responsibilities:

- Maintains filing and inventory systems as assigned
- Direct and coordinate activities involving sales of cannabis products produced to dispensaries
- Qualify leads as sales opportunities
- Report to CEO on sales results
- Retrieves information as requested from records, email, minutes, and other related documents; prepares written summaries of data when needed
- Create trade samples in METRC
- Create trade sample manifests
- Manage the CRM data and strategize with sales representatives about best course of action
- Following up with the retail locations regarding orders/payment
- Monitor client preferences to determine focus of sales efforts
- Review operational records and reports to project sales and determine profitability
- Responds to and resolves administrative inquiries and questions
- Coordinates and schedules travel, meetings, and appointments for sales team.
- Research vendors and collects prices, specifications, and other data related to goods and services.
- Maintain and expand client database
- Establishes and maintains recordkeeping system for sales
- Keep inventory up to date in house and in external systems
- Assist in MMFLA and MRTMA compliance measures
- Performs other related duties as assigned.

Required Skills/Abilities:

- Excellent verbal and written communication skills
- Excellent interpersonal and customer service skills
- Proficient in Microsoft Office Suite or related software – Adobe Suite is a plus
- Excellent organizational skills and attention to detail
- Basic understanding of clerical procedures and systems such as recordkeeping and filing.
- Ability to communicate, present and influence all levels of the organization, including executive and C-level
- Ability to learn and utilize multiple documentation systems (Leaflink, Nutshell, Quickbooks, METRC)
- Ability to work independently
- Excellent time management

Education and Experience:

- Associate's degree required; Bachelor's degree in related field preferred
- Experience in an administrative role preferred

Physical Requirements:

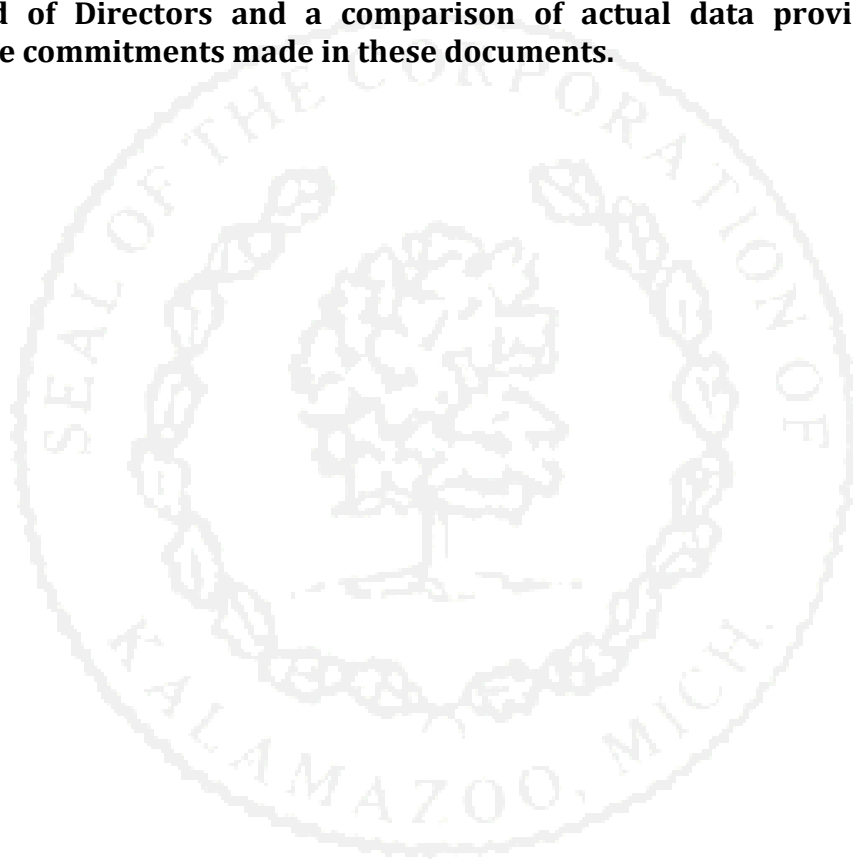
- Prolonged periods sitting at a desk and working on a computer
- Prolong periods of standing in grow space
- Must be able to lift up to 15 pounds at times

ATTACHMENT G

COMMUNITY BENEFITS STATEMENT

Please attach an explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the facility, including plans for community outreach and worker training programs, through the grant of a Marihuana Business Permit. Attach additional pages as necessary.

Note: the annual renewal process for a Marihuana Business Permit includes a review of the Social Equity Plan, Staffing Plan, and Community Benefits Statement by the City's Economic Development Corporation Board of Directors and a comparison of actual data provided in the renewal application with the commitments made in these documents.



Economic Benefits – The Woods Cultivation dba AHKI Canna

AHKI Canna purchased the property at 822 Schuster Avenue, Kalamazoo Michigan for \$1,100,000. This property houses our cannabis facilities in 3 separate suites as well as our corporate headquarters for all our cannabis operations. As of 2024, we have invested around \$5.6 million in capital improvement to the 822 Schuster Avenue location. The AHKI Canna plans to invest an additional \$1 million in further capital investment.

822 Schuster Ave was formerly a corporate office for an aggregate company and municipal building prior to that. The property was vacant at the time of purchase and needed serious updated prior to our renovations. We have completed two phases of a three-phase project to completely remodel the building. As of now we have spent a total construction cost of around \$3.9 million to complete phases 1, 2, and part of phase 3. We anticipate phase 3 to be an additional \$3 to 5 million. We have been using the general contracting services of JMC Contracting — a local Southwest Michigan commercial general contractor and local Kalamazoo based sub-contractors and service providers. AHKI has also currently paid more than \$100,000 in property taxes, and \$40,000 in Kalamazoo application fees by the end of this year.

Unfortunately, we were significantly impacted by the major decrease in the price per pound causing us to only generate around \$1.2 million in gross sales in 2022 and \$987 thousand in 2023, which was significantly lower than what our first full year of operations. With our current expansion project we are projecting to gross around \$3 to 4 million after construction is completed at the lower price per pound. A substantial amount of this will be redistributed to the community through wages, materials purchasing, operational services, local utilities, and charitable contributions. We plan to give \$100,000 in charitable contributions by 2030 to Kalamazoo based charities whose mission is to serve the residents of Kalamazoo. We will make it a core principle of all our companies to give back to the community through charitable donations, community improvement projects, volunteering, and financial assistance programs, so we developed the Da Fakto brand to illustrate our respect of diversity in all aspects of life and business. Da Fakto celebrates and supports a continued progressive movement for social change. It stands to empower others as a community by uniting on important issues.

When possible, the AHKI utilizes local companies for vendor services. Some of our local partners and vendors are: Ron Jackson Insurance Company, Conan Venus and Company, Nulty Insurance, Sign Center, Midwest Air Filter, Barry Associates, Riverrun Press and Gordon Water Systems. In 2021 we have spent around \$75,000 with our local partners. In 2022, we spent upwards of \$125,000 with our local partners. In 2023 we spent around \$130,000 specifically on diverse suppliers (minority or women-owned businesses)

As one of the only licensed marijuana facilities in the State of Michigan with POC owners- African American and Native American- the Woods has made diversity a priority in hiring. Currently, over 8 out of 12 total employees at the Woods identify as women or minorities:

- Minorities: 5/12
- Women: 4/12

Moreover, 80% of the Executive and Management staff identify as either women or minorities:

- Executive management Minorities: 3/4
- Executive Management Women: 1/4
- Midlevel Management Minorities: 0/2
- Midlevel Management Women: 1/2

Count of employees who specifically live within City limits.

- Kalamazoo Residents: 9/12

How many employees identify as being disproportionately impacted by marihuana prohibition and enforcement. (Not necessarily convicted).

- 6/12 disproportionately impacted
- 2 Arrested for possession charges
- 1 family arrested for possession charge, closed bank account for working in cannabis
- 3 Had mortgage qualification issues due to working in cannabis

AHKI Canna currently employs 12 here in the City of Kalamazoo or Kalamazoo County. We provide our employees living wage salaries and benefits that include health, dental, vision insurance, paid leave, and charitable volunteering incentives. Over the past year we have work with the Employer Resource Network to provide social services to employees to help them with not only work issues but also general life issues. We have seen it help greatly in employee retention and job satisfaction. We have tried to explore more targeted recruitment efforts to recruit new employees from Kalamazoo's Edison, Northside, and Southside communities. We have been in communication with the Edison Neighborhood Association on ways our business can assist their various projects and initiatives.

All of AHKI's technician employees go through a weeklong training program. The training includes multiple hours on employee safety, cannabis plant skills, proper use of facility equipment and tools, company policies, and Michigan Cannabis laws and regulations. The Woods also offers benefits including health, dental, vision, and PTO. We are also raised technician base payrates to \$19.25 per hour.

ATTACHMENT H

SOCIAL EQUITY PLAN

Please attached a social equity plan that (a) promotes and encourages participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement; and (b) positively impacts local residents.





AHKI Canna

AU-G-C-000240

This entity qualifies for the Gold level tier of
the Social Equity All-Star Program

Social Equity Plan

Social Equity

The Social Equity program creates a great opportunity for those that have been disproportionately impacted by marihuana prohibition and enforcement by incentivizing Marihuana Facilities, Establishments, and Municipalities to create programs to assist in promoting the objectives of the Social Equity program.

Ahki Canna, is one of the few Native American and Black-owned cannabis companies in Michigan. We respect and value diversity in all aspects of life and business. Creating a culture that's inclusive of all people and creating opportunities for our team members and community is at the core of our values. AHKI operates an Adult Use grower establishment in the City of Kalamazoo, which has been picked as one of the Social Equity Communities identified by the CRA. AHKI's AHKI is committed to promoting the objectives of the Social Equity Program and will further those objectives by implementing the following programs.

Kalamazoo Resident Employment Recruiting and Development

One of the main tenants of AHKI's Social Equity Program is to promote involvement into the Michigan Marihuana industry. Therefore, AHKI will look to hire potential employees who are residents from the City of Kalamazoo and other Social Equity communities. AHKI provides comprehensive benefits to employees which includes medical, dental, and vision insurance; Paid Time Off; extensive training and education opportunities. As we continue to grow, AHKI Canna will look to host job fairs and recruitment events within the City of Kalamazoo.

Diversity and Inclusion

As one of the few companies in the Cannabis industry with minority ownership, AHKI has made a commitment to having a diverse workforce and encouraging diversity and inclusion in the cannabis industry. 100% of AHKI's senior management and executive staff and over 80% of the company at large identify as minorities or women. AHKI will continue this commitment as move forward and transition employees to management level positions and bring on new team members.

Employee Benefits

AHKI understands the importance of talent development and retention. In order to further those efforts, AHKI Canna offers competitive wages to tech level employees with a base salary of \$19.25 per hour. We also contribute 50% to all employees enrolled in medical, dental, and vision. Employees receive weekly 1 on 1 meetings with management to go over professional development. Additionally, AHKI Canna is a member of the Employee Resource Network which gives employees access to an onsite representative that assists connecting employees with local resources to help minimize barriers that may be affecting the work and personal lives,

Corporate Spending

AHKI also focuses on working with vendors that are local to Kalamazoo and or have minority and or women ownership. Some of our partners and vendors are Conan Venus and Company, Nulty

Insurance, Sign Center, Ron Jackson Insurance Company, Midwest Air, Barry Associates, Swift Cultivation, W.E. Upjohn (Employee Resource Network). In 2021 alone, we have spent upwards of \$75,000 with our local partners and on track to repeat in 2022.

Charitable Reinvestment Donation

AHKI is committed donating resources, financial and in kind, to local nonprofits in the Kalamazoo area. Additionally, AHKI will volunteer 10 hours of volunteer service per quarter and match up to an additional 10 hours per quarter for employee volunteer time.

We plan to give upwards of a \$100,000 in charitable contributions by 2030 to Kalamazoo based charities whose mission is to serve the residents of Kalamazoo. We make it a core principle of our company to give back to the community through charitable donations, community improvement projects, volunteering, and financial assistance programs, so we developed the Da Fakto brand to illustrate our respect of diversity in all aspects of life and business. Da Fakto celebrates and supports a continued progressive movement for social change. It stands to empower others as a community by uniting on important issues. For 2022, we donated \$1 for each pre-pack sold to Kalamazoo / Battle Creek Black Lives Matter Grassroots organization. For 2023, we will identify additional organizations whose missions are to further the rights of ethnic minorities, the LGBTQ+ community, and women.

ATTACHMENT I

CONTACT INFORMATION

Please provide your preferred contact information below for communications regarding this application and the requested permit(s), including information that may be time sensitive. Email is the primary communication method the City Clerk's Office will use. All email communications regarding this application will come from the following email address: cokcityclerk@kalamazoocity.org. Please "whitelist" this address in your email contacts to ensure timely delivery of messages.

Name Trent Friske

Relationship to Business (ex. owner, manager, etc.) Owner and CEO

Mailing Address 822 Schuster Ave STE A

City Kalamazoo State Michigan Zip Code 49001

Telephone _____

Cell Phone 989-295-3839

Business Telephone 269-743-7801

E-mail trent@ahkicanna.com



Advancing the legal cannabis industry with integrity



AH KI

MISSION

Cultivating the highest quality cannabis products and creating personal, professional, and economic opportunities for our team members and stakeholders

VISION

Advancing the legal cannabis industry with integrity

AHKI

What's in a name

We rebranded from The Woods Cultivation in order to pick a name that we felt better represented our company, team, and ethos.

AHKI comes from the language of the Ojibwa tribe; it means soil, land, and territory. AHKI also means "my brother" in Arabic. The Ojibwa tribe is native to Michigan and the surrounding areas. Our company has roots in Michigan and believes in developing the local cannabis industry. We view Kalamazoo as a place with strong creativity, work ethic, and resourceful people. Raphael and Trent, the Founders of AHKI, have been friends for decades. They believe in developing a family and brotherly culture in the workplace and community.

Meet the Team



Trent Friske

Chief Executive Officer



Raphael Thurin

Chief Operating Officer



Lyndle Morley

Facility Manager



Phoebe Domanus

Compliance Manager

Humble Beginnings

Ahki in action

FIRST STEPS

2017

STARTUP FOUNDED

2018

PURCHASED THE 822
SCHUSTER BUILDING

2020

ACQUIRED MEDICAL & ADULT-
USE CLASS C CULTIVATION
LICENSES

Company Milestones

Ahki in action

GROWTH

2021

DECEMBER

FIRST FULL YEAR OPERATING

2022

OCTOBER

BEGAN WORKING TOWARDS
EXPANDING OPERATIONS

2024

JULY

COMPLETED EXPANSION
ADDED 3 CLASS C LICENSES

Ahki Ethos

01

Integrity

All facets of our operations are driven by compliance, regulation, and extensive training. Building trust by operating with transparency and honesty is what makes us leaders in the cannabis industry.

02

Diversity

We respect and value diversity in all aspects of life and business. Creating a culture that's inclusive of all people and creating opportunities for our team members and community is at the core of our values.

03

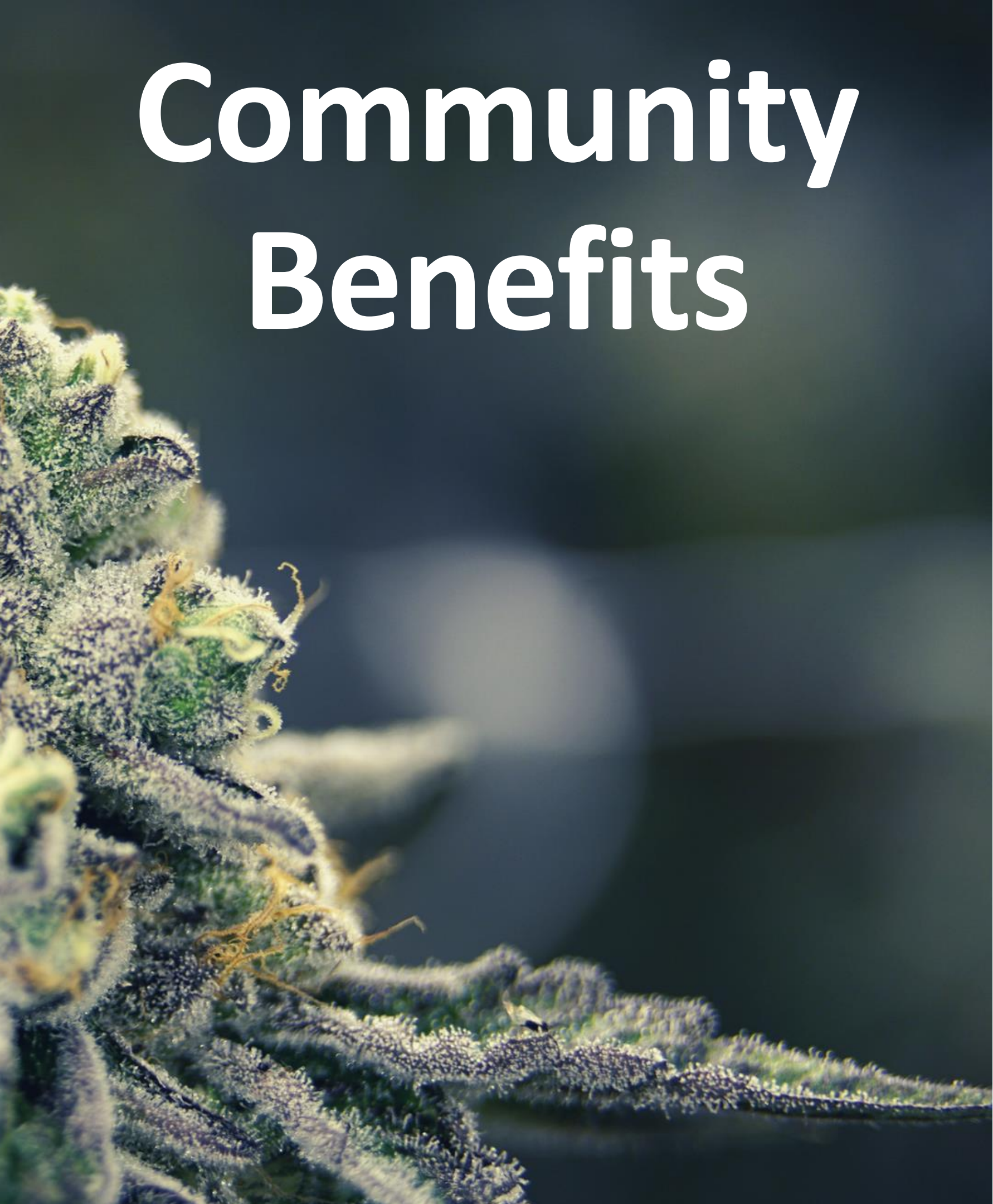
Quality

We provide safe, ethically grown and produced cannabis products of the highest quality. Through education and outreach, we're devoted to maintaining a healthy work environment, products, and experience that's promoted safely and scientifically.

04

Growth

Fostering personal development and professional growth through learning keeps us continually improving and expanding our industry value - leading to long-term, sustainable returns for the company and its stakeholders.



Community Benefits

- 2023 Increased wages to \$19.25/hr for entry level technicians
- 2024 Added tech-tier pay rates that increase through training, education, and testing
- 2024 Increased manager salaries 20%
- Contribute 50% of health insurance benefits for 50% (6/12) of our employees and 30% for their families ~ \$20,000 yearly covered by our company
- Employer match of 40 hours of community service
- Reinstating our membership with the Employer Resource Network MI SW to provide social services to employees
- Financial Literacy classes lead by Kalsee Credit Union
- Kalamazoo Application & Renewal Fees - \$65,000
- Kalamazoo Property Taxes - \$233,041.53
- Total Capital Improvements to Property - \$6.2 million
- \$20,000 in donations since 2021 with a goal of \$100,000 by 2030.
- \$175,000+ spent with diverse suppliers (minority or women-owned businesses)
- Engage Local neighborhood groups, specifically Edison Neighborhood Association when employment opportunities are available
- 3 of our 12 employees reside in the Edison neighborhood

Employment

01

Careers

AHKI provides training and opportunities for a wide range of career paths from techs to upper management. AHKI is an equal opportunity employer and currently employs 14 full-time team members. 50% have been with the company for 3+ years.

02

Diversity

100% of the Executive staff are BIPOC or Women

67% of Management staff are BIPOC or Women

71% of the Total staff identify as women, non-binary AFAB, or minorities.

03

Local

9/13 of our employees live in the City of Kalamazoo.

We are working with Edison Neighborhood Association post job vacancies.

04

Compensation

Entry level compensation is \$19.25 an hour

All employees are offered health, dental, vision, Rx (50% employee and 30% family covered by AHKI)

All salaried employees earn 80-96 hours of PTO yearly

Social Equity

We are part of the MRTMA Social Equity program that creates a great opportunity for those that have been disproportionately impacted by marihuana prohibition. We operate an adult use cannabis growing operation in the City of Kalamazoo, Michigan, which has been chosen as one of the Social Equity Communities identified by the MRA. Ahki Canna Cultivation is committed to promoting the objectives of the Social Equity Program

01

Legacy Owners

Trent and Raphael, the owners of AHKI, were MMMP Caregivers since the early onset of cannabis legalization in the State. Over 25+ years combined.

02

Prohibition Mitigation

7/14 (50%) of employees were disproportionately impacted by marijuana prohibition and enforcement.

03

Local Hiring

11/14 (79%) of our employees live in Kalamazoo.

3/14 (21%) of our employees live in Edison.

04

Conscious Procurement

AHKI makes a conscious effort to partner with and source materials, products, and services from Minority owned, local, and socially conscious companies. Around \$170k has been spent with minority or women-owned businesses.

Year to Year Comparison

Kalamazoo Residence

- 2021 - 50% of employees lived in Kalamazoo.
- 2022 - 58% of employees live in Kalamazoo.
- 2023 - 75% of employees live in Kalamazoo. 16% live in Edison
- 2024 - 79% of employees live in Kalamazoo. 21% live in Edison

Wages

- 2020 - 2021 Starting wages were \$11.00/hr
- 2021 - 2022 Starting wages were \$14.00/hr
- 2022 - 2023 Starting wages are \$19.25/hr
- 2023 - 2024 Manager salaries increased 20%

Future Roadmap

Ahki's next steps

2024



2025



2026

ADDITIONAL CAPACITY

Complete construction and add 3 additional Class C licenses. Expand to a full 30k sq ft of capacity.

PHASE 2 OPERATION

400%+ increase in production output of cannabis flower and add processed product SKUs.

SERIES D FUNDING

\$2M+ Raise to expand production and retail outlet addition.

Contact Us

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