



## **CITY OF SCOTTSDALE**

### **Public Safety and Refuse Control Plan For Marijuana Facilities**

**CUP Addendum 10-UP-2013#4**

**Project #:626-PA-2021**

**CITY OF SCOTTSDALE**  
**Public Safety and Refuse Control Plan**  
**For Marijuana Facilities**

Please indicate by Circling: **Dispensary, Cultivation (and Kitchen) or Both**

**Scottsdale Police Department**

3700 North 75<sup>th</sup> Street, Scottsdale, AZ 85251  
Phone: 480-312-5000

**City of Scottsdale Current Planning**

7447 E. Indian School #105, Scottsdale AZ 85251  
Phone: 480-312-7000

**Existing Conditional Use Permit # 10-UP-2013#3.** See Addendum 1.

**Project #:** 626-PA-2021

**Assigned Planner:** Greg Bloemberg, [gbloemberg@scottsdaleaz.gov](mailto:gbloemberg@scottsdaleaz.gov)  
(480) 312-4306

**Police Detective:** **Hugh Lockerby, [hlockerb@scottsdaleaz.gov](mailto:hlockerb@scottsdaleaz.gov)**  
(480) 312-5155

**Facility Name:** Flower Launch Cultivation

**Facility State I.D. Number:** Registration Identification Package (See Addendum 2)

- 1) Dispensary Registration Certificate & Approval to Operate Dispensary, 00000091DCWY00555666, 4201 E. University Drive, Phoenix, AZ 85034
- 2) Dispensary Registration Certificate & Approval to Operate Cultivation Offsite, 00000091DCWY00555666, 7655 E. Evans Road Suite, Scottsdale, AZ 85260

**Business Phone:** Manager cell, Bob Chilton (602) 692-3330  
Owner cell, John Vatisas (602) 451-3919

**Effective Date of the Plan:** March 1, 2022

**Date of Plan Review:** \_\_\_\_\_

**Existing Use Permit Issue Date:** CUP# 10-UP-2013#3  
May 14, 2019

**Contact Person (1):** Manager cell Bob Chilton, 602-692-3330  
[bob@rainstrategies.com](mailto:bob@rainstrategies.com)

**Contact Person (2):** Owner cell John Vatisas (602) 451-3919  
[john@vatisas.com](mailto:john@vatisas.com)

## Purpose of the Plan

The purpose of the Plan is to address security measures, maintenance, waste management and operations for a Facility that requires a Public Safety and Refuse Control Plan pursuant to Scottsdale Revised Codes. The applicable uses are Marijuana Cultivation and Marijuana Processing Facility. This Plan is an amendment to the existing Plan currently in place with Conditional Use Permit 10-UP-2013#3. The contents of this Plan will address the listed concerns as well as community concerns regarding:

- Operations and Hours;
- Public and Facility staff safety;
- Refuse Plan;
- Business Records Plan;
- Conditional Use Permit;
- Odor Control Plan; and
- Applicant Management Company Information.

It is the intent of the City of Scottsdale and the Facility to provide an environment that enhances the safeguarding of property as well as public welfare and to limit the need for law enforcement involvement.

The Permittee agrees that successful execution and enforcement of this Plan are a required condition of the use permit. Termination, cancellation, deviation or non-approval of the Plan constitutes a breach of the Plan and could result in the potential revocation of the use permit.

## Operations and Hours

1. Permittee: Flower Launch LLC
- Type of Organization:  Arizona Corporation       Corporation  
 Sole Proprietorship       LLC  
 Partnership       Other (Non-profit)
2. Managing Agents
- Name: John N. Vatistas
- Title: Owner
- Address: 6831 E. 5<sup>th</sup> Ave. Scottsdale, AZ 85251
- Phone Number: (602) 451-3919
- Email: [john@vatistas.com](mailto:john@vatistas.com)
3. Business Owner(s) (if different than Managing Agent) Name, Address, Phone: Same
4. Property Owners:
- Building #1: 7655 E Evans Road, Scottsdale, AZ 85260  
Russell Hudgins, (602) 469-1530  
11201 N. Tatum Blvd. Suite 130, Phoenix, AZ 85028  
[rushudgins@cox.net](mailto:rushudgins@cox.net)
- Building #2: 7640 E Gelding Drive, Scottsdale, AZ 85260  
John Vatistas, (602) 451-3919  
6831 E 5<sup>TH</sup> Ave., Scottsdale, AZ 85251  
[john@vatistas.com](mailto:john@vatistas.com)
- Property Manager:  
Bob Chilton (602) 692-3330  
[bob@rainstrategies.com](mailto:bob@rainstrategies.com)  
6501 E. Greenway Parkway #103-180, Scottsdale, AZ 85254
5. Hours of Operation:
- |           | <u>Open</u>    | <u>Closed</u>   |
|-----------|----------------|-----------------|
| Monday    | <u>6:00 am</u> | <u>10:00 pm</u> |
| Tuesday   | <u>6:00 am</u> | <u>10:00 pm</u> |
| Wednesday | <u>6:00 am</u> | <u>10:00 pm</u> |
| Thursday  | <u>6:00 am</u> | <u>10:00 pm</u> |
| Friday    | <u>6:00 am</u> | <u>10:00 pm</u> |
| Saturday  | <u>6:00 am</u> | <u>10:00 pm</u> |
| Sunday    | <u>6:00 am</u> | <u>10:00 pm</u> |

6. Cooperation/Complaints/Concerns:

Permittee will maintain communications with establishments located on and adjacent to the premises, and with residents and other businesses that may be affected by staff and/or operations of the Permittee. Permittee designates the following person to receive and respond to concerns or complaints from other residents or businesses:

Name: Bob Chilton Phone: (602) 692-3330 Email: bob@rainstrategies.com

Permittee, managing agents, on-duty managers, and supervisors will cooperate closely with Scottsdale Police, City of Scottsdale Code Enforcement staff or other City staff as well as business and residential neighbors in addressing and investigating complaints, criminal acts, refuse, and potential odor issues and any other concerns.

## Public Safety Plan

Initial Facility Size: The existing Facility located at 7655 E. Evans Road is operating under the current Conditional Use Permit, 10-CUP-2013#3.

Amended Facility Size: This application is requesting to amend the Conditional Use Permit to allow the following:

1. Building 1, 7655 E Evans Road: Expand the Existing Facility from 15,000 square feet to 19,050 square feet by i) adding the 1,350 square foot existing hallway and ii) adding a 2,700 square foot proposed second story to the hallway building.
2. Building 2, 7640 E Gelding Drive: Include the adjacent 27,500 square foot building west of the Existing Facility.

Facility Access: Access to the Facility is restricted to Authorized Personnel only. All Authorized Personnel must have a current and valid Facility Agent Card (“FA Card”). An FA Card is issued by the Arizona Department of Health Services only after the applicant has passed a background and fingerprint check. FA Cards are valid for 2 years and must be renewed prior to the second anniversary of the prior issuance.

Building Security System – Exterior Fencing: The Facility will install three automatic vehicle access gates located on the north and south side of the Facility as designated in Addendum 4.1 Site Plan. The vehicle access gates will be equipped with Knox Rapid Entry Systems for emergency response personnel to have clear access to fires and medical incidents. Authorized Personnel will access the gates by entering their secure access code into the keypad. This cloud-based system allows Senior Management to allow, restrict, designate, and monitor individual user access through a security access platform. All personnel access data is recorded and stored offsite for a period of 5 years.

Building Security System – Exterior Door Controls: The Facility uses the ProDataKey (“pdk”) security system for all exterior doors and interior doors to secure areas. Each Authorized Personnel is issued a uniquely numbered remote control access key (“FOB”). The pdk cloud-based system allows Senior Management to allow, restrict, designate, and monitor individual user access through a security access platform. All personnel access data is recorded and stored through offsite for a period of 5 years. See Addendum 3.2 Door Controls.

Visitor Control Access: All visitors must sign in the Visitor Log Book, be issued a numbered Visitor Badge, and be accompanied by Authorized Personnel prior to entering the Facility. All visitors must log out upon exiting the Facility and return the numbered Visitor Badge to Authorized Personnel. The Visitor Log Book is stored physically on site and in the Company cloud-based storage system for 5 years.

Security Monitoring and Video Surveillance: AAA Security provides the following security monitoring and video surveillance services 24/7: 1) burglar protection, 2)

motion detection, 3) video surveillance and 4) centralized alarm system. AAA utilizes the HIK-Vision technology that can be accessed by Senior Management remotely using the iViewer mobile application. Senior Management has password protected access to all monitoring systems. Authorized Personnel will be assigned a uniquely numbered security code that allows designated staff the ability to arm and disarm the security monitoring systems. Permittee can provide data to the Arizona Department of Health Services or the Scottsdale Police Department upon request. AAA monitoring data is stored off site for a minimum of 5 years. Video surveillance records all interior areas and exterior parking areas. See Addendum 3.3 and 4.3.

Panic Button: The Facility is equipped with interior mounted Honeywell 5869 Hold-Up Switch/Transmitter panic buttons. The AAA installed and certified system provides direct access to local law enforcement. See Addendum 3.4.

Exterior Windows and Lighting: There are no exterior windows or skylights. Exterior lighting is provided above the exterior doors, in the parking areas, and between the buildings as designated using PLT LED Wall Pack lights designated on the Exterior Lighting Plan drawing and PLT-11923 Spec Sheet in Addendum 4.2.

Parking Plan: General and handicap parking is provided as per the City of Scottsdale code and designated on the Parking Plan drawing and calculations in Addendum 4.5. The Parking Plan meets and exceeds all code requirements.

Public Safety and Refuse Control Plan Dissemination: During the Training and On-boarding Program all Facility personnel will be educated and quizzed on the Public Safety and Refuse Control Plan. Upon completion of the On-boarding Program each Facility personnel will date and execute the Public Safety and Refuse Control Plan Reading Log. Senior Management will review the Public Safety and Refuse Control Plan annually or upon any significant updates or modifications. Staff is provided the Plan in the following manner; i) during the On-boarding Program, ii) physically stored on site in the Compliance Library, and iii) in the Company on-line document storage system See Addendum 5.

Management Responsibilities: The Permittee assigns the management responsibilities listed below to all managers, assistant managers, and person(s)-in-charge and ensure these responsibilities are understood and followed:

- The manager(s) shall ensure that all Facility personnel be trained and knowledgeable about the contents of this Plan. The following shall be agreed upon and adhered to:
- There will be a minimum of 1 manager(s) available on the premises during hours of operation;
- At least one manager shall be identified as the “Security Manager” for the Facility and be responsible for ensuring that a safe environment exists; and
- At least one manager will be on duty until 30 minutes after closing.

Enforcement of Security Plan: Violations of this Security Plan will be enforceable by City of Scottsdale Police Officers and/or Code Enforcement employees and may constitute grounds for revocation of applicable use permits relating to the Facility.

## Refuse Plan

Refuse Container: It is the Permittee's responsibility to ensure refuse containers are properly used in and around the Facility and the Facility is kept clean at all times. Failure to do so may result in an investigation and possible citation from the City of Scottsdale Code Enforcement or other governmental agencies. Waste associated with the marijuana, including seeds, stems, leaves, oils, etc. shall be disposed of in accordance with Title 36, Chapter 28.1 of the Arizona Revised Statutes and/or Title 9, Chapter 17, Article 3 of the Arizona Department of Health Services.

Commercial Dumpsters: Commercial dumpsters are located on site, see Addendum 4.6. The commercial dumpsters are for non-medicated waste. The commercial waste is disposed of by a third-party professional waste management company on a weekly basis. A recyclable dumpster is provided on site and is picked up by a third-party professional recycling company on a weekly basis.

Marijuana Waste: Waste associated with the marijuana, including seeds, stems, leaves, oils, etc. is disposed of in accordance with Title 36, Chapter 28.1 of the Arizona Revised Statutes and/or Title 9, Chapter 17, Article 3 of the Arizona Department of Health Services. The Facility contracts with a third-party professional medical waste disposal company to routinely remove waste. See Addendum 6.

Marijuana Waste Storage: In accordance with Arizona statutes, marijuana waste is weighed, stored on site, and recorded in the Waste Disposal Log. The waste is recorded in the inventory control system. Medicated waste is deposited in a designated red waste biohazard bag and secured using either an overhand knot or a gooseneck tie. The properly secured red biohazard waste bag is then stored in a red biohazard bin until pickup. Pickup is provided routinely by a third-party professional biohazard medical waste company contracted for services by the Facility. See Addendums 6 & 7.

Marijuana Waste Inventory Tracking: In accordance with the Arizona Department of Health Services, marijuana waste is recorded using a Batch Numbering System and tracked in an approved Inventory Control Software System. The following steps outline the waste process within the Inventory Control Tracking System:

- Marijuana waste product is a byproduct of processing raw marijuana material;
- Waste product is physically weighed and recorded on the Waste Disposal Log;
- Waste product data is entered into the Inventory Control Software System;
- The Inventory Control Software System tracks and maintains compliance records of waste material for 5 years.

## **Business Records Plan**

Establishment of Records: In addition to those requirements designated in Title 9, Chapter 17, Article 3 of the Arizona Department of Health Services, the Permittee shall retain all records related to the operation of the establishment for a period of no less than 5 years. Records include but are not limited to, written receipts, invoices, trip reports, compliance logs, inventory logs and evidence of any transactions. Records may be maintained at an off-site location, but must be produced, if requested by any law enforcement officer, within 24 hours. Failure to maintain records for a minimum of 5 years may result in revocation of the Conditional Use Permit. Failure to produce records subsequent to a written or verbal request by any law enforcement officer within 24 hours may result in revocation of the Conditional Use Permit.

## Conditional Use Permit

Violation, amendment, revocation, as defined in Scottsdale City Zoning Code Sec. 1.402: Conditional Use Permits, which have been approved by the City Council, shall be subject to the following procedures and criteria regarding any violation, amendment, or revocation.

- The violation of any condition imposed by the Conditional Use Permit shall constitute a violation of this ordinance and shall be subject to the requirements of Section 1.1400 et seq.;
- Conditional uses shall be developed in conformance to the approved Plans as determined by the Zoning Administrator. An amendment to a Conditional Use Permit is required before implementation of any material change in the scope and nature of an approved conditional use, material change in any conditions or stipulations to a Conditional Use Permit or material change in the physical size, placement or structure of property subject to a Conditional Use Permit. The Zoning Administrator shall have the discretion to determine if a proposed change warrants an amendment. An amendment must be approved as provided in Section 1.400 et seq. for the approval of Conditional Use Permits;
- The Zoning Administrator may recommend to the City Council and the City Council may affect revocation of a Conditional Use Permit pursuant to Section 1.402 of the Scottsdale Zoning Code for acts including but not limited to:
  - A violation of the Plan;
  - Violation of the conditions of the Use Permit;
  - Violation of Scottsdale ordinances or law;
  - Repeated acts of violence or disorderly conduct as reflected by police calls for service or offenses occurring on premises utilized by patrons of the Permittee, or failure to report acts of violence;
  - Failure of the Permittee to take reasonable steps to protect the safety of persons entering, leaving or remaining on the premises when the Permittee knew or should have known of the danger to such person, or the Permittee fails to take reasonable steps to intervene by notifying law enforcement officials or otherwise to prevent or break up an act of violence or an altercation occurring on the premises or on premises utilized by patrons and employees of the Permittee when the Permittee knew or reasonably should have known of such acts of violence or altercations;
  - Any enlargement or expansion of the premises, Plan of operation or program format without appropriate approval from the City; and
  - Misrepresentations or material misstatements of the Permittee, its agents or employees.

Termination of the Plan: This Plan terminates on the date that the Permittee's use permit terminates.

Annual Review of the Plan: An annual review of this Plan may be conducted by City staff and revisions may be required.

## **Odor Control Plan**

Potential Odor Sources: The Facility consists of two buildings used for the cultivating, extracting, infusing, packaging, and preparation of marijuana products. Potential odor sources include cultivation, harvesting, and packaging operations. All areas of the Facility use multiple systems to minimize and control potential odors. The following Odor Control Systems are used throughout:

Sage Industrial AirROS Advanced Air Purification System: AirROS units are installed in all operational areas of the building, controlling and eliminating odors. The AirROS unit uses a High Voltage Controlled Pulse reaction chamber to create non-thermal plasma and generates Reactive Oxygen Species which is comprised of seven ROS cleaning agents. Five of them are very short lived highly Reactive Oxygen Species (atomic oxygen, singlet oxygen, hydroxyl radical, superoxide and peroxyxynitrite) which never make it out of the chamber. They break down carbon-to-carbon bonds of cell walls in microbes that travel through the chamber and indiscriminately destroys molds, viruses, and other pathogens as they pass through the HVCP chamber. One biproduct of this process is complete odor elimination in treated areas. AirRos units cycle air no less than eight times per hour in each zone. See Addendum 8.1.

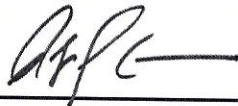
ProGuard Defender DXB Proactive Air Sanitation System: ProGuard Defender DXB units are installed in enclosed cannabis storage and drying areas to further combat potential odors. The unit offers a two-step process to eliminate odor and sanitize air and surface areas. Advanced Oxidation Process uses photocatalytic oxidation technology. This uses UV light energy to activate a catalyst, turning moisture into dry hydrogen peroxide and other sanitizing elements that continuously clean indoor rooms. Bipolar Ionization creates plasma with extremely high levels of positive and negative charges. Bipolar Ionization Ions kill pathogens including molds, mildew, viruses, and bacteria creating a long dwell time to effectively sanitize and purify the air and surfaces throughout the environment. See Addendum 8.2

Can Filter Carbon Neutralizer System: The grow rooms utilize Can Filters with activated carbon filters to further mitigate potential odors. These filters remove a variety of volatile organic compounds, odors, and other gaseous contaminants through adsorption to the carbon's surface. The air in each room is cycled through the filters 8-10 times per hour through a high power 12" 1,700 CFM Can Filter specific fan. See Addendums 8.3 and 8.4.

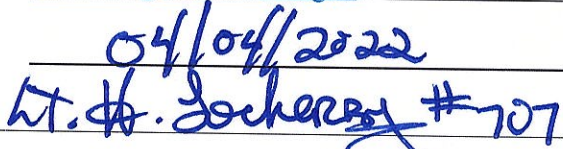
MERV 13 Filters - Trane Air Handlers: All air handlers are equipped with MERV 13 or higher filters. MERV 13 uses a 0.3 micron filter that is designed where sterile environments are critical. Particles including viruses, carbon dust, smoke, bacteria, microscopic allergens, pollen, dust, and odor causing particulates are captured within the filter. Filters are changed every 60 days. See Addendum 8.5.

**APPLICANT/MANAGEMENT**

**Name:** Bob Chilton  
**Address:** 6501 E. Greenway Parkway #103-180, Scottsdale, AZ 85254  
**Phone:** (602) 692-3330  
**Date:** March 1, 2022

**Signature:** 

**APPROVED BY:**

**Detective:** Hugh Lockerby  
**Phone:** (48 0) 312-5155  
**Email:** [hlockerb@scottsdaleaz.gov](mailto:hlockerb@scottsdaleaz.gov)  
**Date:** 04/04/2022  
**Signature:** 

## **Addendums**

Addendum 1: City of Scottsdale Current Conditional Use Permit 10-CUP-2013#3

Addendum 2: Arizona Department of Health Services Licenses

- 1) Dispensary Registration Certificate & Approval to Operate Dispensary
- 2) Dispensary Registration Certificate & Approval to Operate Cultivation Offsite
- 3) Medical Marijuana Dispensary Food Establishment License
- 4) Approval to Prepare, Sell or Dispense Marijuana-Infused Edible Food Products

Addendum 3: Security Systems

- 1) Security Monitoring System Plan
- 2) Door Controls
- 3) Cameras & NVR Recorder
- 4) Panic Buttons

Addendum 4: Site Plans

- 1) Site Plan
- 2) Exterior Lighting Plan & Lighting Spec Sheet
- 3) Security Monitoring Plan
- 4) Floor Plan
- 5) Parking Plan & Parking Calculations
- 6) Refuse Plan

Addendum 5: Public Safety and Refuse Control Plan Reading Log

Addendum 6: Biohazard Waste Information and Contract for Services

Addendum 7: Medical Waste Proper Packaging Procedure

Addendum 8: Odor Control Systems

- 1) Sage Industrial AirRos Advanced Air Purification System
- 2) ProGuard Defender DXB Proactive Air Sanitation System
- 3) Can-Filter Activated Carbon System
- 4) Can-Filter Fan System
- 5) MERV Filter Systems

# Addendum 1

City of Scottsdale Current Conditional Use Permit

10-UP-2013#3

# CITY COUNCIL REPORT



Meeting Date: May 14, 2019  
 General Plan Element: *Land Use*  
 General Plan Goal: *Create a sense of community through land uses; support a diversity of businesses*

## ACTION

### Patient Alternative Relief Center

#### 10-UP-2013#3

#### Request to consider the following:

1. Find that the Conditional Use Permit criteria have been met and adopt Resolution No. 11453 for an amendment to an existing Conditional Use Permit (10-UP-2013) to expand an existing Medical Marijuana use from the current floor area of 1,500 sq. ft. to 15,000 sq. ft. (suites 1 thru 10 in two buildings), to allow for additional space for product infusion and cultivation, on a site located at 7655 E. Evans Rd., with Industrial Park District (I-1) zoning.

#### Goal/Purpose of Request

The applicant seeks approval to expand an existing medical marijuana (MM) use to provide more floor area for cultivation and product infusion.

#### Key Items for Consideration

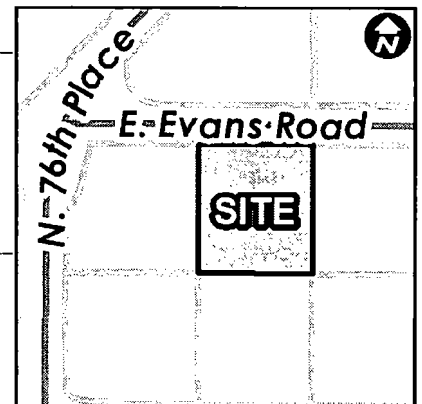
- Conditional Use Permit Criteria
- Current ordinance allows expansion of existing facilities in operation prior to 9/30/16, utilizing previous separation criteria
- Public Safety and Refuse Control Plan approved by Police Department
- Public comment received by staff
- Planning Commission recommended approval with a vote of 5-0

## OWNER

Hot Properties LLC  
 602-469-1530

## APPLICANT CONTACT

Robert Chilton  
 Rain Strategies, LLC  
 602-692-3330



Action Taken \_\_\_\_\_

## LOCATION

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7655 E. Evans Road, Suites 1 thru 10

## BACKGROUND

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### Zoning

The site is zoned Industrial Park District (I-1), which allows for a wide variety of light industrial and office uses. A Medical Marijuana use is allowed subject to a Conditional Use Permit (CUP).

### Context

The subject property is part of the Thunderbird Industrial Airpark No. 4 commercial subdivision. All the surrounding properties are also zoned I-1 and are occupied by office, warehouse and light industrial uses. The site is located 300 feet east of the Scottsdale Airport and there are no protected uses within 500 feet of the site; nor is there an existing medical marijuana facility within 1,320 feet of the site (previous CUP criteria). Please refer to context graphics attached.

### Adjacent Uses and Zoning

- North: Office, zoned I-1
- South: Light Industrial, zoned I-1
- East: Office, zoned I-1
- West: Office, zoned I-1

### Other Related Policies, References:

- Zoning Ordinance
- 8-TA-2010: Approved text amendment to allow MM related uses and establish use criteria
- 8-TA-2010#2: Approved text amendment to clarify separation requirements
- 8-TA-2010#3: Approved text amendment to add protected uses and increase separation requirements
- 10-UP-2013: Approved CUP for a medical marijuana facility
- 10-UP-2013#2: Request to amend existing CUP (withdrawn by applicant)

## APPLICANTS PROPOSAL

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### Development Information

Currently, the applicant's establishment occupies one of 10 suites on the site and has been using the suite for cultivation and product infusion. This request would expand operations to all 10 suites in two buildings, though all but two of the suites would be utilized for product infusion and/or cultivation at a future date as demand warrants. No dispensary is proposed as part of the operation plan.

- Existing Use: Medical Marijuana/Light Industrial
- Proposed Use: Medical Marijuana (cultivation and infusion only)

- Parking Required: 19 spaces (1:800 for warehouse operations)
- Parking Provided: 26 spaces
- Floor Area: 15,000 square feet

## IMPACT ANALYSIS

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### Land Use

The proposed expansion will eventually occupy all 10 suites on the site. Currently, the other suites (8 thru 10) are occupied by light industrial uses. These uses will be phased out as leases expire and current occupants relocate. The majority of uses in the surrounding area are warehouse/wholesale and office uses, similar in intensity and character to the proposed use. It is anticipated this facility will operate similar to a light industrial/warehouse use, with vehicular and foot traffic limited to employees, security, and dispensary owners only. It will not be open to the general public.

### State Regulations

The Arizona Department of Health Services (ADHS) requires medical marijuana cultivation or infusion uses to operate under an existing valid medical marijuana dispensary registration certificate. The proposed cultivation/infusion facility will operate remotely in conjunction with an established medical marijuana dispensary located elsewhere in the Phoenix metro area.

### Airport Vicinity

The Scottsdale Airport was made aware of this application and advised Planning staff that they did not need to review it, as the use and all buildings are existing.

### Conditional Use Permit

Conditional Use Permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly permitted after the Planning Commission has made a recommendation and City Council has found as follows:

- A. That the granting of such Conditional Use Permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:
  1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.
    - **All operations associated with this use will be conducted within the building. An odor remediation system will be utilized to mitigate the potential for odors emanating from the facility. No additional outdoor lighting is proposed as part of this application and the proposed use is compatible with surrounding uses. No damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination is anticipated.**

2. Impact on surrounding areas resulting from an unusual volume or character of traffic.
  - **The proposed facility will not be open to the general public and vehicular and foot traffic will be limited to employees, security, and/or dispensary operators. The characteristics of the proposed use are similar to a light industrial or warehouse operation, which is consistent with the surrounding uses in the area. The proposed use is not anticipated to generate significant impacts on existing circulation or traffic volume.**
- B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.
  - **It is anticipated the proposed facility will operate similar to a light manufacturing or warehouse operation, which is consistent and compatible with other uses in this area.**
- C. The additional conditions specified in Section 1.403, as applicable, have been satisfied. The proposal meets the provisions for Medical Marijuana uses (*Active Permitted Uses Existing as of September 30, 2016*) as identified in Zoning Ordinance Section 1.403.M.1.

Active Medical Marijuana uses legally established and operating under a valid Conditional Use Permit before September 30, 2016, including extensions, renewals, and amendments to existing approvals, shall be subject to the following conditions:

  1. All operations are conducted within a completely enclosed building, in conformance with Arizona Revised Statutes, Title 36, Chapter 28.1, Arizona Medical Marijuana Act, and regulations issued thereunder, as amended.
    - **All operations will be conducted within a fully enclosed building. No outdoor activities are proposed, other than deliveries and necessary security measures, as spelled out in the Public Safety and Refuse Control Plan.**
  2. The Medical Marijuana use is at least 500 feet from the following uses, within the City limits:
    - a. Any residential use in a residential zoning district shown in Table 4.100.A, or the residential portion of a Planned Community District (PCD), or any portion of a Planned Residential Development (PRD) with an underlying residential zoning district comparable to the residential districts shown in Table 4.100.A
    - b. Any elementary or secondary school
    - **The proposed facility is not located within 500 feet of any of the above uses or districts.**
  3. The Medical Marijuana use is at least 1,320 feet from the following uses within the City limits:
    - a. Medical Marijuana Caregiver Cultivation

- b. Another Medical Marijuana use; however, no separation between these uses is required in the Industrial Park District (I-1) where a medical marijuana caregiver cultivation use and a medical marijuana use hold a state issued caregiver registry identification card and anon-profit medical marijuana dispensary registration certificate under the same name or entity
  - **The proposed facility is not located within 1,320 feet of any other licensed medical marijuana facility.**
4. All distances are measured from the wall of the medical marijuana use nearest to the district(s) or use(s) indicated above, to the nearest property line of the district(s) or use(s) indicated above.
  - **All separation requirements were measured and confirmed as indicated above.**
5. The applicant has provided a written exterior refuse control plan, subject to City approval.
  - **An amended Public Safety and Refuse Control Plan has been reviewed and approved by the Scottsdale Police Department. Conditions of the plan will be implemented and enforced by the City's Code Enforcement Division and the Scottsdale Police Department.**
6. The applicant has provided a written public safety plan, subject to City approval.
  - **An amended Public Safety and Refuse Control Plan has been reviewed and approved by the Scottsdale Police Department. Conditions of the plan will be implemented and enforced by the City's Code Enforcement Division and the Scottsdale Police Department.**
7. The hours of operation for a medical marijuana use that provides, shares, exchanges, sells, or dispensaries, medical marijuana are no earlier than 6:00 AM and no later than 7:00 PM.
  - **The proposed hours of operation for this facility are 6:00 AM to 7:00 PM daily. There are no time restrictions for cultivation activities.**
8. There is no drive-through, take-out window, or drive-in services.
  - **None of the services listed above are proposed as part of this request.**

### **Water/Sewer**

The City's Water Resources division has reviewed the operation plan and determined that existing water and sewer infrastructure is sufficient to accommodate the proposed use and no upgrades to existing services are required.

**Public Safety**

The nearest fire station is located approximately 2,300 feet northeast of the subject site at 14970 N. 78th Way (Station No.9). The site is located within Police District 4, Beat Patrol Unit #15. A Public Safety and Refuse Control Plan has been reviewed and approved by the Scottsdale Police Department. The proposed use is not anticipated to generate any significant impacts to existing police and fire emergency services.

**Community Involvement**

Property owners within 750 feet of the site were notified by mail of the applicant’s request and the site is posted with the required signage. Additionally, the applicant held an Open House at the facility on 2/13/19 from 5:00 PM to 6:30 PM. There were no attendees. Prior to the Planning Commission hearing, staff received three letters in opposition to the request, citing concerns about odor, public safety and loss of property values (refer to Attachment #6).

**OTHER BOARDS & COMMISSIONS**

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**Planning Commission**

Planning Commission heard this case on April 10, 2019 and found that the Conditional Use Permit criteria have been met and recommended approval by a vote of 5-0, per the attached stipulations.

**Staff Recommendation to Planning Commission**

Staff recommended that the Planning Commission find that the Conditional Use Permit criteria have been met, and make a recommendation to City Council for approval of an amendment to an existing Conditional Use Permit (10-UP-2013) to expand an existing Medical Marijuana use from the current floor area of 1,500 square feet to 15,000 square feet (suites 1 thru 10 in two buildings), to allow for additional space for product infusion and cultivation, on a site located at 7655 E. Evans Road, with Industrial Park (I-1) District zoning, per the attached stipulations.

**RECOMMENDATION**

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**Recommended Approach:**

Find that the Conditional Use Permit criteria have been met and adopt Resolution No. 11453 for an amendment to an existing Conditional Use Permit (10-UP-2013) to expand an existing Medical Marijuana use from the current floor area of 1,500 sq. ft. to 15,000 sq. ft. (suites 1 thru 10 in two buildings), to allow for additional space for product infusion and cultivation, on a site located at 7655 E. Evans Rd., with Industrial Park District (I-1) zoning.

**RESPONSIBLE DEPARTMENT**

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**Planning and Development Services**

Current Planning Services


**STAFF CONTACT**

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Greg Bloemberg  
Senior Planner  
480-312-4306  
E-mail: gbloemberg@ScottsdaleAZ.gov

**APPROVED BY**

---

  
\_\_\_\_\_  
Greg Bloemberg, Report Author

4.23.19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tim Curtis, AICP, Current Planning Director  
480-312-4210, tcurtis@scottsdaleaz.gov

4/24/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Randy Grant, Director  
Planning and Development Services  
480-312-2664, rgrant@scottsdaleaz.gov

4/24/19  
\_\_\_\_\_  
Date

**ATTACHMENTS**

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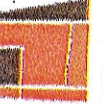
1. Context Aerial
2. Resolution No. 11453
  - Exhibit 1: Aerial Close-up
  - Exhibit 2: Stipulations
  - Exhibit A to Exhibit 2: Floor Plan
  - Exhibit B to Exhibit 2: Site Plan (w/ Floor Plan)
  - Exhibit 3: Additional Zoning Criteria
3. Applicant's Narrative
4. Zoning Map
5. Public Safety and Refuse Control Plan
6. Citizen Involvement
7. City Notification Map
8. April 10, 2019 Planning Commission Minutes

# Addendum 2

Arizona Department of Health Services Licenses

# Addendum 2.1

## Dispensary Registration Certificate & Approval to Operate Dispensary



ARIZONA DEPARTMENT  
OF HEALTH SERVICES

Patient Alternative Relief Center  
4201 E University Dr, Phoenix, AZ 85034

The dispensary listed above has been issued a Medical Marijuana Dispensary Registration Certificate. This certificate has been issued under the authority of Title 36, Chapter 28.1, Arizona Revised Statutes and pursuant to the Arizona Administrative Code Title 9, Chapter 17 Department of Health Services' rules and regulations.

**THIS CERTIFICATE IS NOT TRANSFERABLE**

Registration Certificate Identification Number: 00000091DCWVY00555666

Effective Date: January 12, 2021

Expiration Date: August 7, 2022

**APPROVED TO:**

- Dispense
- Sell Edibles
- Dispense Edibles
- Cultivate Offsite

A Dispensary Registration Certificate issued by the Arizona Department of Health Services pursuant to A.R.S. Title 36, Chapter 28.1 and A.C.C. Title 9, Chapter 17 does not protect the holder from legal action by local, city, state, or federal authorities, including possible criminal prosecution for violations of federal law for the sale, manufacture, distribution, use, dispensing, possession, etc. of marijuana. The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical Marijuana Act ("Act"), A.R.S. Title 36, Chapter 28.1 and A.A.C. Title 9, Chapter 17. Any failure to comply with the Act may result in revocation of the Registration Certificate issued by the Arizona Department of Health Services, and possible arrest, prosecution, imprisonment, and fines for violation of state drug laws. The State of Arizona, including but not limited to the employees of the Arizona Department of Health Services, is not facilitating or participating in any way with any acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana.

*Megan Whitby*  
Recommended By: Megan Whitby  
Bureau Chief

*Colby Bower*  
Issued By: Colby Bower on January 22, 2021  
Assistant Director

## Addendum 2.2

### Dispensary Registration Certificate & Approval to Operate Cultivation Site



ARIZONA DEPARTMENT  
OF HEALTH SERVICES

Patient Alternative Relief Center  
4201 E University Dr, Phoenix, AZ 85034

The dispensary listed above has been issued a Medical Marijuana Dispensary Registration Certificate. This certificate has been issued under the authority of Title 36, Chapter 28.1, Arizona Revised Statutes and pursuant to the Arizona Administrative Code Title 9, Chapter 17 Department of Health Services' rules and regulations..

**THIS CERTIFICATE IS NOT TRANSFERABLE**

Registration Certificate Identification Number: 00000091DCWY00555666

Effective Date: January 12, 2021

Expiration Date: August 7, 2022

Certificate Address: (7655 E Evans Rd Ste 5, Scottsdale, AZ 85260)

**APPROVED TO:**

- Dispense
- Self Edibles
- Dispense Edibles
- Cultivate Offsite

A Dispensary Registration Certificate issued by the Arizona Department of Health Services pursuant to A.R.S. Title 36, Chapter 28.1 and A.C.C. Title 9, Chapter 17 does not protect the holder from legal action by local, city, state, or federal authorities, including possible criminal prosecution for violations of federal law for the sale, manufacture, distribution, use, dispensing, possession, etc. of marijuana. The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical Marijuana Act ("Act"), A.R.S Title 36, Chapter 28.1 and A.A.C. Title 9, Chapter 17. Any failure to comply with the Act may result in revocation of the Registration Certificate issued by the Arizona Department of Health Services, and possible arrest, prosecution, imprisonment, and fines for violation of state drug laws. The State of Arizona, including but not limited to the employees of the Arizona Department of Health Services, is not facilitating or participating in any way with any acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana.

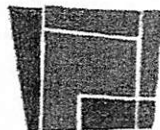
*Megan Whitby*  
Recommended By: Megan Whitby  
Bureau Chief

*Colby Bower*  
Issued By: Colby Bower on January 22, 2021  
Assistant Director

# Addendum 2.3

## Medical Marijuana Dispensary Food Establishment License

LICENSE NUMBER: 18-5666



EFFECTIVE DATE: 7-31-2018

ARIZONA DEPARTMENT  
OF HEALTH SERVICES

LICENSING

# Medical Marijuana Dispensary—Food Establishment License

**Patient Alternative Relief Center**

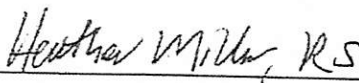
7655 E. Evans Road  
Scottsdale, Arizona 85260

**Registration Certificate Identification Number: 00000091DCWY00555666**

This license is not transferable and is valid only for the establishment named above and at the location indicated. This license is issued pursuant to A.A.C. R9-8-108 and may be suspended or revoked if the establishment is found to be operating contrary to the provisions of Title 9, Article 8, Chapter 1, Arizona Administrative Code. This license does not protect the holder from legal action by local, city, state, or federal authorities, including possible criminal prosecution for violation of federal law for the sale, manufacture, distribution, use, dispensing, possession, etc. of marijuana.

License Holder:

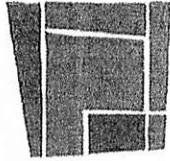
Patient Alternative Relief Center  
4201 E. University Drive  
Phoenix, Arizona 85034

  
Medical Marijuana Dispensary Program  
150 N. 18<sup>th</sup> Ave., Suite 450  
Phoenix, AZ 85007

**DISPLAY IN A CONSPICUOUS PLACE**

## Addendum 2.4

### Approval to Prepare, Sell, or Dispense Marijuana Infused Edible Food Products



# ARIZONA DEPARTMENT OF HEALTH SERVICES

LICENSING

Patient Alternative Relief Center  
4201 E. University Drive  
Phoenix, Arizona 85034

## RE: APPROVAL TO PREPARE, SELL OR DISPENSE MARIJUANA-INFUSED EDIBLE FOOD PRODUCTS

Date: July 31, 2018

Dispensary Name: Patient Alternative Relief Center  
Registration Certificate ID#: 00000091DCWY00555666  
Food Establishment License ID#: 18-5666  
Food Establishment Address: 7655 E. Evans Road, Scottsdale, Arizona 85260

Your request to prepare, sell, or dispense marijuana-infused edible food products has been approved. The dispensary listed above must ensure that all marijuana-infused edible food products are prepared, sold, and dispensed according to 9 A.A.C. 8, Article 1. In addition, please be advised that as per A.A.C. R9-17-319(B), the dispensary is responsible for content and quality of edible food products sold or dispensed by the dispensary. The enclosed Food Establishment License must be posted in a conspicuous place, maintained by the dispensary, and available for review upon inspection by the Arizona Department of Health Services (Department) at all times.

In addition, please be advised that as per A.A.C. R9-17-319(B), the dispensary is responsible for content and quality of edible food products sold or dispensed by the dispensary.

If the dispensary sells or dispenses marijuana-infused edible food products prepared by another dispensary, the dispensary must obtain and maintain a copy of the written authorization issued by the Department to the dispensary that prepared the marijuana-infused edible food products.

The Department strongly encourages all dispensary agents that prepare marijuana-infused edible food products to obtain food handlers cards from their local county health department and to have at least one certified food manager, if applicable to county regulations. Links to each Arizona county health department and other online food safety resources can be found at the following links:

- <http://www.azdhs.gov/phs/oeh/fses/resources.htm>
- <http://www.azdhs.gov/phs/oeh/fses/goods/handlers/index.htm>

If you have any questions, please contact the Arizona Medical Marijuana Program at 602-364-0857 or email [m2dispensaries@azdhs.gov](mailto:m2dispensaries@azdhs.gov).

Thank you,

Arizona Medical Marijuana Program  
Arizona Department of Health Services

Douglas A. Ducey | Governor    Cara M. Christ | MD, MS, Director

150 North 18th Avenue, Suite 410, Phoenix, AZ 85007-3247    P | 602-364-2079    F | 602-364-4769    W | [azhealth.gov](http://azhealth.gov)  
*Health and Wellness for all Arizonans*

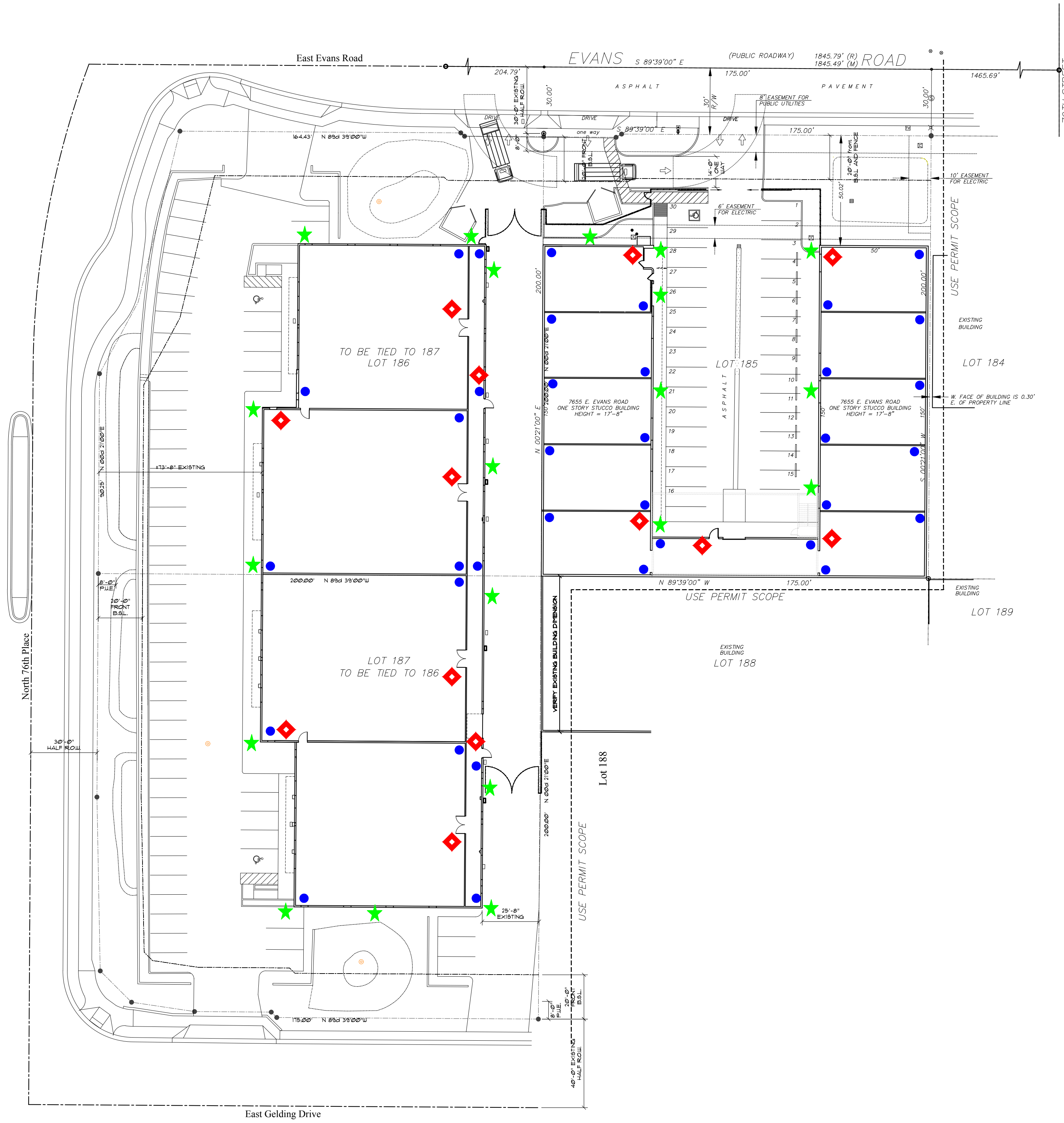
10-UP-2013#4  
4/22/2022

# Addendum 3

## Security Systems

# Addendum 3.1

## Security Monitoring System Plan



**PROJECT DATA**




PROJECT SCOPE:  
 CONDITIONAL USE PERMIT AMMENDMENT - MARIJUANA CULTIVATION  
 PROJECT ADDRESS: 7645 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260

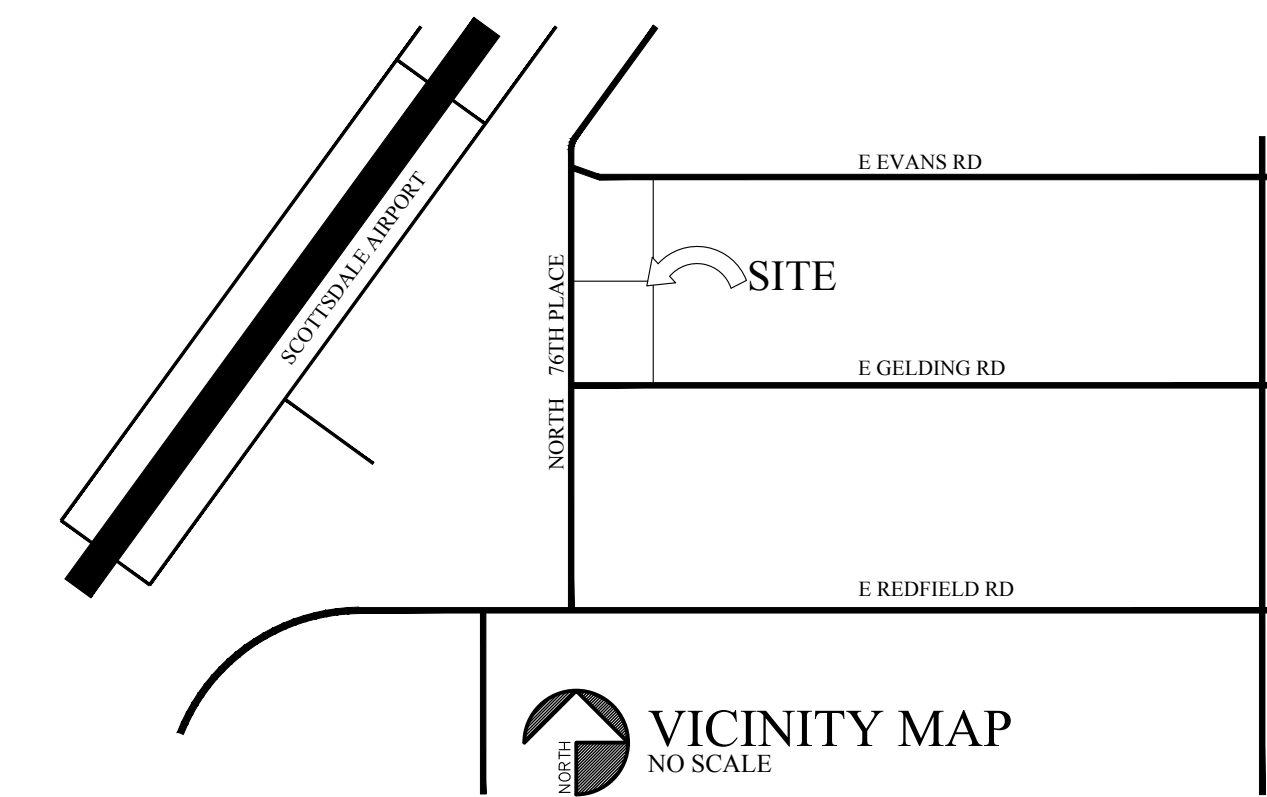
PROJECT # 626-PA-2021  
 KEYCODE C3833  
 OLD PROJECT # 10-UP-2013-4

TENANT/OCCUPANT: FLOWER LAUNCH CULTIVATION  
 7645 EAST EVANS ROAD  
 SCOTTSDALE, AZ 85260

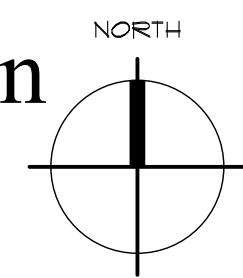
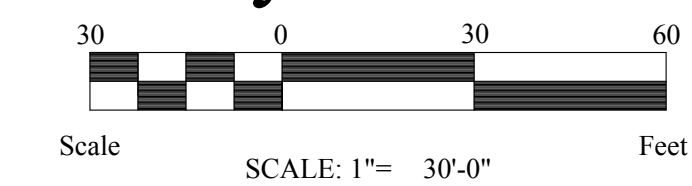
BUILDING AREA: LOT 185 / 7655 EAST EVANS RD.  
 16,143 G.S.F. EXISTING ONE STORY BUILDING  
 2,846 G.S.F. PROPOSED SECOND LEVEL ADDITION FUTURE  
 TOTAL BUILDING AREA: 18,989.3 G.S.F.  
 BUILDING OCCUPANCY: F-1B-1

BUILDING AREA: LOTS 186 & 187 / 7640 EAST GELDING DRIVE/7645 EAST EVANS RD.  
 13,869.9 G.S.F. EXISTING ONE STORY BUILDING LOT 186  
 13,975.9 G.S.F. EXISTING ONE STORY BUILDING LOT 187  
 27,845.7 G.S.F. COMBINED BOTH LOTS  
 BUILDING OCCUPANCY: F-1

-  EXTERIOR CAMERA
-  PANIC BUTTON
-  INTERIOR CAMERA



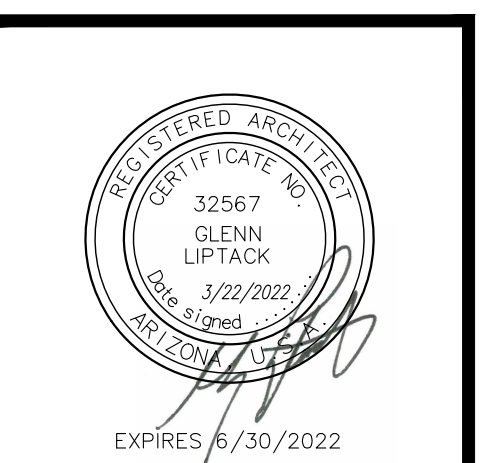
**Conditional Use Security Monitoring Plan**  
 Scale: 1"=30'-0"



DRAWN BY:	g	REVISIONS
CHECKED BY:	g	
DATE:	3/22/2022	
FILE NAME:	SCHEMATIC DESIGN	
DATE:	3/22/2022	
DESIGN DEVELOPMENT	<input checked="" type="checkbox"/>	
CONSTRUCTION DOCUMENTS	<input type="checkbox"/>	

**NOSTDAHL LIPTACK**  
 ARCHITECTS  
 3033 NORTH CENTRAL AVENUE  
 PHOENIX, ARIZONA 85012  
 (602) 200-8042  
 FAX: (602) 419-2037

**Flower Launch Cultivation**  
 Cross Access and Parking Study  
 7645/7655 East Evans Road  
 Scottsdale, AZ



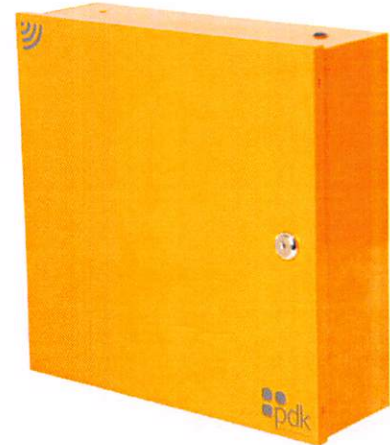
**CUP Security Monitoring Plan**  
 Scale: 1"=30'-0"  
 SHEET NO.  
**A3**

# Addendum 3.2

## Door Controls

## Eight Door/Ten Floor Controller

The eight io controller will handle eight individual doors or ten elevator floors. Add the eight-door expander to control up to sixteen doors or twenty elevator floors out of one 12x12 enclosure. Whether you are controlling doors or elevators, you won't find a more compact, efficient, and easier-to-use door controller on the market.



### Models

Ethernet PN: 8DE

Wireless PN: 8DW

\*Optional Wireless Expander: (8DEW)

\*Optional Ethernet Expander: (8DEE)

## Eight io Features



### Upgrade Any Wired System

The eight io makes upgrading a traditional wired system easier than ever. Take control of up to eight individual doors with the eight io controller. Easily convert existing wired systems to experience the benefits and capabilities of the pdk io platform.



### Elevator Control

Provide a seamless, more effective elevator solution. The eight io doubles as an elevator controller, allowing control of up to ten elevator floors. The eight io is smaller and more powerful than any other controller in its class.



### Expand to Sixteen Doors

System expansion is a breeze, just replace the existing controllers with eight or single io's and use most or all of the existing door hardware. The eight io makes system upgrades effortless and cost-effective.



### Plug n' Play Connectivity

All io devices were designed to be plug n' play, making them super easy to install right out of the box. It's easy to add in any io device no matter how large the job is, and you can quickly scale a system to any size. A cloud node can connect with up to a thousand doors on a single platform.



### Fully Supervised

Never be caught off guard again. Pdk.io intelligently monitors the network and wireless connectivity of each controller in your system and alerts you if any issues arise.



### Wireless, or Network

Choose from flexible connectivity options that fit any application. The eight io is built for ultra-low bandwidth consumption and easily connects to existing or dedicated networks. Easily expand a system's wireless coverage (via network) using the ethernet gateway.

## Specifications:

### Connections

Removable Screw-down Terminals  
Power Supply Input  
Industrial-grade 2A Form-C Relays (1 Door / 1 Aux)  
Reader Input (2)  
Input A (Door Position Sensor)  
Input B (Request To Exit)

### Communication Options

Ethernet  
WiMAC™ Wireless Mesh (2.4 GHz / 802.15.4)  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -20° ~ +60° C or -4° ~ +140° F  
Humidity: 0 - 95% relative humidity non condensing

### Enclosure

Dimensions (W x H x D) 12" x 12" x 4"  
Metal lockable security can (indoor use only)

### Weight

8DE/W: 5.45 lbs (87.2 oz)  
8DEE/W: 4.1 lbs (6.56 oz)

### Compliance

Conforms to UL 294



## Requirements:

### Power

12 VDC  
Power readers and other door hardware using the built-in bus  
10A concurrent max on the bus  
\*Power supply and battery not included

### Recommended Power Supply

12 VDC Access Control Power Supply with proper amperage  
for connected door hardware.  
See installation manual for 24 VDC operation.

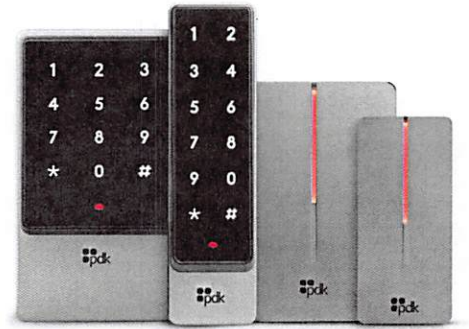
### Manufacturer's Limited Warranty

One to three-year warranty against defects in materials  
and workmanship.  
For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

Visit [www.prodatakey.com/resources](http://www.prodatakey.com/resources) to access marketing, installation, and support resources. For questions about the eight io, please contact [support@prodatakey.com](mailto:support@prodatakey.com).

**Sleek Design. Vandal Resistant.**

Rugged readers are a great fit for indoor/outdoor applications and offers users the flexibility of using everyday proximity credentials or PIN numbers to gain access to secure areas. Easily add an extra layer of security with two-factor authentication on keypad readers, requiring users to present proximity credentials and enter a PIN number to gain access.



Specifications	Mullion	Single-Gang	Mullion Keypad	Single-Gang Keypad
Part Number	RDRMM	RDRGRS	RDRMRK	RDRGRK
Read Range	≤ 2" inches (5cm)			
Input	125 kHz			
Output	26bit - 37bit Wiegand protocol			
Temperature	-4° ~ +122° F (-20° ~ +50° C)		-4°F ~ 140°F (-20°C ~ 60°C)	
Operating Humidity	0 - 95%			
Dust & Waterproof Rating	IP68			
Impact Protection Rating	IK10			
Power Voltage	DC12V±10%			
Enclosure	4.05 x 1.88 x 0.86"	4.72 x 3.27 x 0.89"	6.3 x 1.8 x 1"	5.7 x 3.3 x 1"

**Certifications**

CE, IP68, IK10

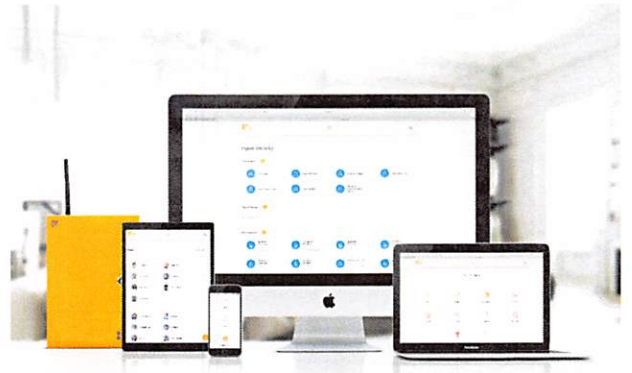
**Manufacturer's Limited Warranty**

One to five-year warranty against defects in materials and workmanship. For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

Visit [www.prodatakey.com](http://www.prodatakey.com) or [www.prodatakey.com/resources](http://www.prodatakey.com/resources) to access marketing, installation, and support resources. For questions about PDK Rugged Readers, please contact [support@prodatakey.com](mailto:support@prodatakey.com).

## Anywhere. Anytime. Any Device.







The cloud node is the main system panel and is the gateway to the pdk.io cloud platform. It also includes a Single io (One Door Controller) to get the first door up and running. Each site requires one cloud node with an Internet connection. The cloud node then communicates with all local door controllers while storing all data on-site in case of an internet outage. Ultimate flexibility is achieved by using any combination of controllers connected to the cloud node.



## Mobile App



## Cloud Node Features

-  **Connects to pdk.io Cloud Platform**  
Pdk.io provides the most powerful and streamlined access control platform on the market. Experience full configuration and management from any internet-connected device. Manage users, create groups, open and close doors, set system rules, get SMS & email alerts, and more. All in a single App.
-  **Perfect for Single Door Installs**  
In addition to connecting to our cloud platform, the cloud node also doubles as a single door controller. It's the only device you need for a single-door install. Just connect the cloud node to the door hardware and network to finish the job.
-  **Fully Supervised**  
Never be caught off guard again. Pdk.io intelligently monitors the battery health, power status, and wireless connectivity of each controller in your system and alerts you if any issues arise.
-  **Plug n' Play Connectivity**  
All of the io devices were designed with plug n' play in mind. That means they're super easy to install right out of the box. It's easy to add in any io device no matter how large the job is. Quickly scale a system to any size. The cloud node can connect to up to a thousand doors.
-  **Upgrade Any System**  
Backward compatible hardware makes system upgrades and takeovers a breeze and saves your customers money. Simply replace the existing ACP with a cloud node and connect it to the network to instantly bring the rest of the system into the cloud.
-  **Automatic Software Updates**  
Experience future-proof access control that's always secure and always up-to-date. The cloud node updates automatically as new software features and security enhancements become available.

## Specifications:

### Connections

Removable Screw-down Terminals  
Power Supply Input  
Industrial-grade 3A Form-C Relays (1 Door / 1 Aux)  
Reader Input  
Request To Exit  
Door Position Sensor

### Communication Options

WiMac Wireless Mesh (2.4 GHz / 802.15.4)  
Ethernet  
PoE  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -20° ~ +60° C or -4° ~ +140° F  
Humidity: 0 - 95% relative humidity non condensing

### Enclosure

Dimensions (W x H x D) 6.5" x 9.25" x 3"  
Metal lockable security can (indoor use only)

### Weight

PM07SDC-(X) - 1.64 lbs (26.24 oz)

### Compliance

Conforms to UL 294



## Requirements:

### Power

12-24V AC/DC Input  
12VDC 1.5A Battery-Backed Output  
Powers readers and other door hardware using the built-in bus  
\*Power supply and battery not included

### Recommended Parts

Power Supply: ELK-TRG1640 or PM-05-HVC-2A  
Battery: 12v 5a

### Manufacturer's Limited Warranty

One to three-year warranty against defects in materials and workmanship.

For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

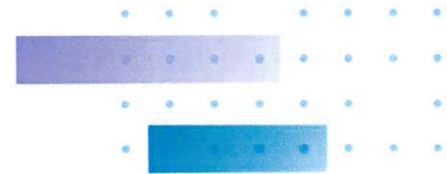
Visit [www.prodatakey.com/resources](http://www.prodatakey.com/resources) to access marketing, installation, and support resources.  
For questions about the cloud node, please contact [support@prodatakey.com](mailto:support@prodatakey.com).

# Addendum 3.3

## Cameras & NVR Recorders

# VIVOTEK

A Delta Group Company



## FD9388-HTV

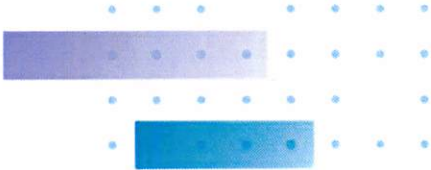
Fixed Dome Network Camera

5MP • SNV • WDR Pro • Smart IR • 30M IR • Smart Stream III • IP66 • IK10

- H.265 Compression Technology
- 20 fps @ 2560x1920 (WDR Pro on)
- 2.8~12 mm, Remote Focus
- SNV (Supreme Night Visibility) for Low Light Conditions
- WDR Pro for Unparalleled Visibility in Extremely Bright and Dark Environments
- Smart Stream III to Optimize Bandwidth Efficiency
- Built-in IR Illuminators, Effective up to 30 Meters
- Trend Micro IoT Security
- Weather-proof IP66-rated and Vandal-proof IK10-rated Housing
- Built-in MicroSD/SDHC/SDXC Card Slot for On-board Storage
- Built-in Microphone



10-UP-2013#4  
4/22/2022



# Technical Specifications

## System Information

Model	FD9388-HTV
CPU	Multimedia SoC (System-on-Chip)
Flash	128 MB
RAM	512 MB

## Camera Features

Image Sensor	1/2.7" Progressive CMOS
Max. Resolution	2560x1920 (5MP)
Lens Type	Motorized, Vari-focal, Remote Focus
Focal Length	f = 2.8 ~ 12 mm
Aperture	F1.4 ~ F2.8
Iris Type	Fixed iris
Field of View	90° ~ 30° (Horizontal) 65° ~ 23° (Vertical) 115° ~ 38° (Diagonal)
Shutter Time	1/5 sec. to 1/32,000 sec.
WDR Technology	WDR Pro
Day/Night	Yes
Removable IR-cut Filter	Yes
IR Illuminators	Built-in IR illuminators, effective up to 30 meters with Smart IR, IR LED*2
Minimum Illumination	0.035 lux @ F1.4 (Color) <0.005 lux @ F1.4 (B/W) 0 lux with IR illumination on
Pan Range	353°
Tilt Range	75°
Rotation Range	350°
Pan/Tilt/Zoom Functionalities	ePTZ: 48x digital zoom (4x on IE plug-in, 12x built-in)
Storage	Seamless Recording to MicroSD/SDHC/SDXC card and recording to network-attached storage (NAS)
Built-in Installation Aids	Remote focus, remote zoom

## Video

Video Compression	H.265, H.264, MJPEG
Maximum Frame Rate	20 fps @ 2560x1920
Maximum Streams	3 video streams (Up to 8 configurable profiles)
S/N Ratio	61 dB
Dynamic Range	120 dB
Video Streaming	Adjustable resolution, quality and constant bit rate control, Smart Stream III
Image Settings	General settings: video title and time stamp overlay, video orientation (flip, mirror, rotation), day/night settings; Illuminators: illuminators, anti-overexposure; Image settings: white balance, image adjustment (brightness, contrast, saturation, sharpness, gamma curve), defog, 3DNR; Exposure: BLC, HLC, exposure control (exposure level, exposure time, gain control), AE speed adjustment, WDR; Privacy mask; Scheduled profile settings

## Audio

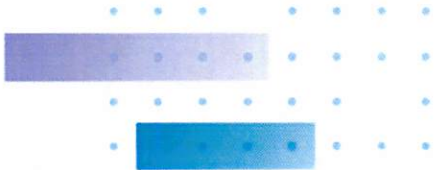
Audio Capability	One-way Audio
Audio Compression	G.711, G.726
Audio Interface	Built-in microphone
Effective Range	5 meters

## Network

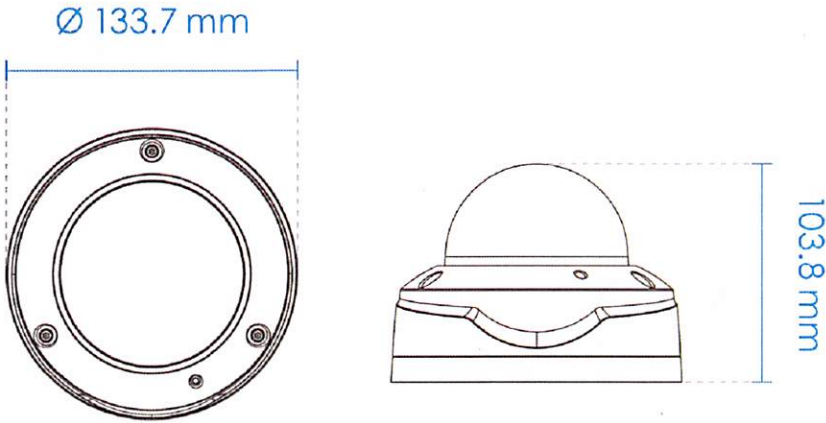
Users	Live viewing for up to 10 clients
Security	Access list, digest authentication, HTTPS, IEEE 802.1x, password protection, signed firmware, Trend Micro IoT Security (brute force attack event, cyberattack event,



Protocols	802.1X, ARP, Bonjour, CIFS/SMB, DDNS, DHCP, DNS, FTP, HTTP, HTTPS, ICMP, IGMPv3, IPv4, IPv6, NTP, PPPoE, QoS (CoS/DSCP), RTSP/RTP/RTCP, SMTP, SNMP, SSL, TCP/IP, TLS 1.2, UDP, UPnP
Interface	10 Base-T/100 Base-TX Ethernet (RJ-45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard.
ONVIF	Profile G, S, T supported, specification available at <a href="http://www.onvif.org">www.onvif.org</a>
<b>Solution Integration</b>	
Video Motion Detection	Five-window video motion detection
VADP Package	Stratocast, Trend Micro IoT Security (1-year free trial), VIVOCloud
<b>Alarm and Event</b>	
Event Trigger	Audio detection, camera tampering detection, cybersecurity events (brute force attack event, cyberattack event, quarantine event), manual trigger, motion detection, periodical trigger, recording notification, SD card life expectancy, system boot
Event Action	Event notification via email, HTTP, FTP, NAS server, SD card, push notification File upload via email, HTTP, FTP, NAS server, SD card
<b>General</b>	
Connectors	RJ-45 cable connector for 10/100Mbps Network/PoE connection
LED Indicator	System power and status indicator
Power Input	IEEE 802.3af PoE Class 0
Power Consumption	Max. 12.95 W/9 W (IR on/off)
Dimensions	ø 133.7 x 103.8 mm
Weight	819 g
Certifications	EMC: CE (EN 55032 Class B, EN 55024), FCC (FCC Part 15 Subpart B Class B), RCM (AS/NZS CISPR 32 Class B), VCCI (VCCI-CISPR 32 Class B); Safety: UL (UL 62368-1), CB (IEC/EN 62368-1, IEC/EN 60950-22, IEC/EN 62471); Environment: IK10 (IEC 62262), IP66 (IEC 60529); IA: BIS (IS 13252)
Operating Temperature	Starting Temperature: -10°C ~ 60°C (14°F ~ 140°F) Working Temperature: -30°C ~ 60°C (-22°F ~ 140°F)
Humidity	90%
Warranty	36 months
<b>System Requirements</b>	
Operating System	Microsoft Windows 10/8/7 Mac 10.12 (Chrome only)
Web Browser	Chrome 58.0 or above Internet Explorer 10/11
Other Players	VLC: 1.1.11 or above
<b>Included Accessories</b>	
Packing Contents	Quick installation guide, alignment sticker, screw pack, cable gland



# Dimensions



# Compatible Accessories

### Kits de montage



AM-21A (V02)  
Montage en L

### Kits de montage



AM-528  
Adaptateur de montage

### Kits de montage



AM-51D  
Plaque d'adaptation

### Kits de montage



AM-71B  
Boîtier de connexion étanche



# ND9541P

H.265 32-CH Embedded PoE NVR

H.265/H.264 • 4K Display • 16x PoE Port • 4x HDD • PoE Management • RAID • Fisheye Dewarp • Cybersecurity • Web Plugin Free

- H.265/H.264 Compression Technology
- 4K Display for Clear Monitoring
- Up to 1080p 16CH Decoding Ability
- Smart Search II
- Smart VCA Event Search
- Cybersecurity Management & Trend Micro IoT Security
- 802.3at/af Compliant PoE port x 16
- PoE Management
- Customer Support
- RAID 0, 1, 5 Supported to Prevent from Recording Data Loss
- Multiple Browsers Supported: IE, Chrome and Firefox on both Windows & macOS
- Supports VCA Counting Solution



# Technical Specifications

## Device

Model	ND9541P
OS	Embedded Linux
Watchdog	Hardware + Software
Power Restoration	System Restart Automatically after Power Recovery

## Local Display

LiveView Display	32 Channels Multi-Layout Display: 1x1, 2x2, 3x3, 1P+3, 2P+3, 1M+5, 1P+6, 3V, 1M+12, 4x4, 1M+31
Video Output	HDMI x1, VGA x1
Display Resolution	3840x2160, 1920x1080, 1280x720
Camera Position	Change the viewcell position on the Live View screens
Stream Application	Constant\Auto Adaptive Stream
Monitor Enhancement	OSD display (NVR), OSD display (camera), camera information, remote I/O control, event notification, aspect ratio
Fisheye Dewarp	10, 1P, 1R, 1O3R, 1O8R
PTZ Operation	Direction Control, Home, Iris, Preset, Patrol (Group), PiP Control

## Video

Video Format	H.265, H.264, MJPEG
Graphic Decoder	Hardware decoding
Decoding Resolution	Up to 4096x4096 (H.265) 8192x8192 (H.264)
Decoding Capability	H.265/H.264: 3840x2160 @ 120 fps (4-CH) 1920x1080 @ 480 fps (16-CH)

## Audio

Audio Format	G.711, G.726
Audio In/Out	3.5 Phone jack audio output x1 3.5 Phone jack audio input (reserved) x1

## Record

Recording Time (sec.)	Pre-Record: 5 (Max. 10) Post-Record: 20 (Max. 300)
Recording Stream	Single
Recording Throughput	192 Mbps
Recording Mode	Continuous, Schedule, Manual, Event, Activity Adaptive Streaming
Recording Setting	Recycle (unit: Day)
Watermark	Supported

## Storage & Backup

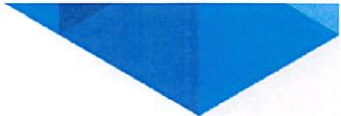
HDD Devices	Internal x4 (3.5") *HDD is purchased by separately.
HDD Max. Capacity	*Please refer to the HDD supported list on the VIVOTEK website.
RAID	RAID 0, 1, 5 (single volume up to 16TB)
Disk Management	Create, Format and Remove Disk HDD S.M.A.R.T.
External Storage	USB Storage (USB 3.0)
Video Clip Export	USB Dongle (FAT Format)
Schedule Backup	FTP

## Playback

Playback Display	4 Channels Multi-Layout Display: 1x1, 2x2, 1P+3, 1V+3
------------------	--

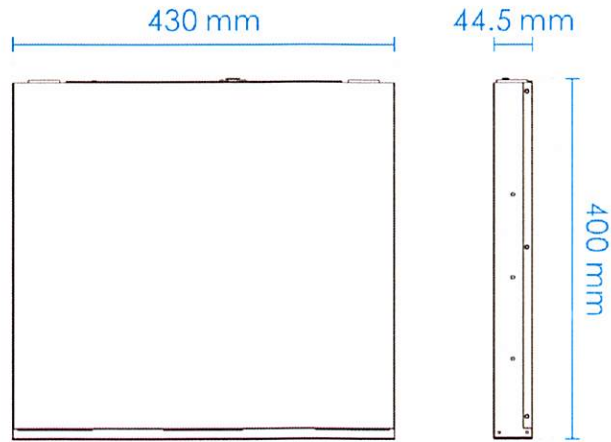


Playback Control	Regular (play, pause, stop), rewind, next/previous frame, speed control, calendar, event, timeline, timeline scale, thumbnail (storyboard)
Video Search	By calendar, date/time, and alarm
Thumbnail Explorer (Storyboard)	Listing the thumbnail of recorded video (Max. 2-CH)
Snapshot	JPEG
Video Clip Export	EXE
<b>Network</b>	
Ethernet	10/100/1000Mbps Ethernet (RJ-45) x2
Video Throughput for Remote Client	96 Mbps
PoE	802.3at/af Compliant PoE Ports x 16 (Total Max. 160 W) * DO NOT suggest connecting any non-PD device with this NVR PoE port in order to avoid potential risk.
PoE Management	Supported
Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/RTP/RTCP, SMTP, FTP, DHCP, NTP, DNS, DDNS, IP Filter
<b>External Interface</b>	
USB	Front: 2 (USB 2.0) Back: 1 (USB 3.0)
Alarm In	8
Alarm Out	4
Audio	3.5 Phone Jack Audio Output x1 3.5 Phone Jack Audio Input (Reserved) x1
RS485	1 Port (Reserved)
<b>System</b>	
POS Integration	Supported (by project request)
UPS Integration	Supported (by project request)
Camera Integration	ONVIF Profile S
Event	Motion Detection, Smart VCA Event, Cyber Attack, PIR Detection, Tampering Detection, Camera DI/DO, Camera Disconnected, Disk Failure, Disk Full, NVR DI/DO, PoE error
Event Action	Record, Email (Text), Email (Snapshot), FTP, Buzzer, ePTZ Control (Go to Preset), NVR DO, Camera DO, VIVOCLOUD APP Notification
User Management	User level: administrator, regular user
Log	System, recording, user, error
Date & Time	Time Zone, Manual, Automatic Sync NTP, Daylight Saving Time
Language	Czech, English, French, German, Italian, Japanese, Korean, Portuguese, Polish, Russian, Spanish, Simplified Chinese, Traditional Chinese
<b>Advanced Features</b>	
VCA Counting Solution	Supported
VCA Event Search	Supported
Smart Search II	Supported
Trend Micro IoT Security	Supported
Cybersecurity Management	Supported
<b>Remote Client</b>	
Software AP	Shepherd, VAST 2
Mobile/Tablet App	iViewer (Android & iOS)
Web Browser	Internet Explorer 10 (32 bit) or above/ Windows Chrome v68.0.3 & Firefox v61.02 or above/ Windows & macOS (The new web interface is only supported by Chrome)
VIVOCLOUD	Supported
<b>General</b>	
Power Input	100-240V AC, 50/60Hz



Dimensions	430 (W) x 400 (D) x 44.5 (H) mm
Weight	4.5 kg (without HDD)
Operating Temperature	0°C ~ 40°C (32°F ~ 104°F)
Humidity	0 ~ 95%
Safety Certifications	CE, LVD, FCC, VCCI, C-Tick, UL
Warranty	36 months

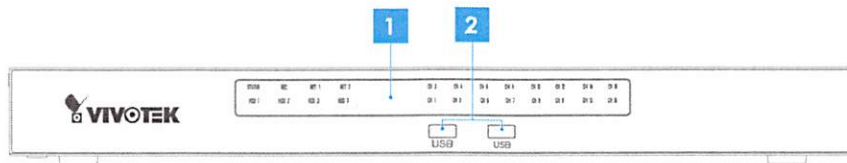
## Dimensions



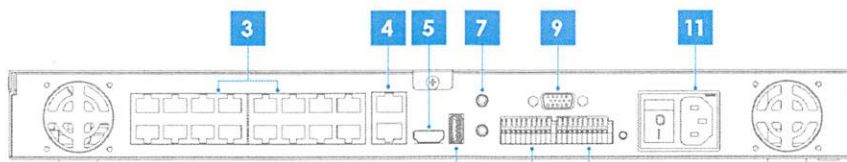
## Ordering Information

Model	Description	P/N
ND9541P	H.265, 32CH, 16 PoE, 4HDD NVR	100150800G, US
		100150810G, EU
		100150820G, UK
		100150840G, AU

## Mechanical Information



- |                                   |   |
|-----------------------------------|---|
| <b>1</b> LED Indicators           | <b>5</b> HDMI                           |
| <b>2</b> USB 2.0                  | <b>6</b> USB 3.0                        |
| <b>3</b> 16x 802.3at/af PoE Ports | <b>7</b> Audio In/Out                   |
| <b>4</b> 2xGbE Ports              | <b>8</b> 8x Alarm Input 4x Alarm Output |



- |                                |          |          |           |
|--------------------------------|----------|----------|-----------|
| <b>9</b> VGA                   | <b>6</b> | <b>8</b> | <b>10</b> |
| <b>10</b> RS485                |          |          |           |
| <b>11</b> 100-240V AC Power In |          |          |           |

# Addendum 3.4

## Panic Buttons

## 5869

### HOLD-UP SWITCH/TRANSMITTER



The 5869 Hold-Up Switch/Transmitter is a finger-operated RF transmitting device. It is typically mounted under a counter or money draw for inconspicuous operation. When the transmitter is activated, it emits an RF signal to the receiver. The security system control panel sends a burglary alarm to the central station when a RF signal is received from an enrolled Hold-Up Switch/Transmitter.

Once activated, the 5869 Hold-Up Switch/Transmitter can only be reset by the reset key. The 5869 also incorporates tamper switches that are activated when the cover is removed, or if the unit is forcibly removed from its installation location.

## FEATURES

- No wires to run
- Easily mounted
- Includes battery
- Front and back tamper resistant
- Quick enrollment

## SPECIFICATIONS

### Physical

- 1-15/16" W x 5-15/16" H x 1 3/16"D (50mm x 150mm x 30mm)

### Frequency

- 345 MHz

### Battery

- 3V Lithium ADEMCO 466 or equivalent

### Agency Listings

- UL listed for Household Burg UL 1023, Hold-up Burg UL 636 and CUL 634
- For certified UL commercial installations, use with 5881ENHC tamper-protected wireless receiver

### Compatibility

- Fully compatible with all VISTA Control Panels

# 5869

## HOLD-UP SWITCH/TRANSMITTER

### INSTALLATION

Mount the 5869 under a counter or money drawer for easy access by the cashier. Refer to the steps and figures that follow for typical mounting instructions. Before mounting the 5869 permanently, perform Go/No Go tests to verify adequate transmitter signal strength at desired mounting location (refer to the Security System Control Panel Installation and Setup Guide).

1. Remove the two screws (Figure 1) securing the cover to the 5869 case.

NOTE: The holes located in the opposite corner to the screws that secure the cover to the case, provide a means for securing the transmitter to the counter or drawer.

2. Using the case as a drill template, position the case in the desired location.
3. Drill a 1/16" pilot hole at the breakaway tamper release hole and the two case mounting holes (Figure 2).

4. Attach the case to the counter or money drawer using one No. 6 x 3/4 screw (supplied) at the breakaway tamper release.
5. Install the battery (see BATTERY INSTALLATION/REPLACEMENT).
6. Secure the cover to the case with the two screws removed in step 1.
7. Secure the assembled case to the counter or drawer using the two No. 6 x 2 mounting screws supplied (Figure 2).

### PROGRAMMING

The 5869 Hold-Up Switch/Transmitter should be programmed as a 24-hour silent zone type. Refer to the Security System Control Panel Installation and Setup Guide for programming instructions.

- During programming of the control panel, the 5869 Hold-Up Switch/Transmitter should be treated as "RF" (i.e., supervised RF) Type
- The 5869 is one closed input loop zone (loop 1)

#### Battery Installation/Replacement

1. Remove and retain screws securing the 5869 cover.
2. Observing correct polarity, insert the battery into the battery holder.

NOTE: Use care not to bend the antenna while attempting to install battery.

3. Re-install screws to secure cover and/or assembly. Refer to Figure 1.

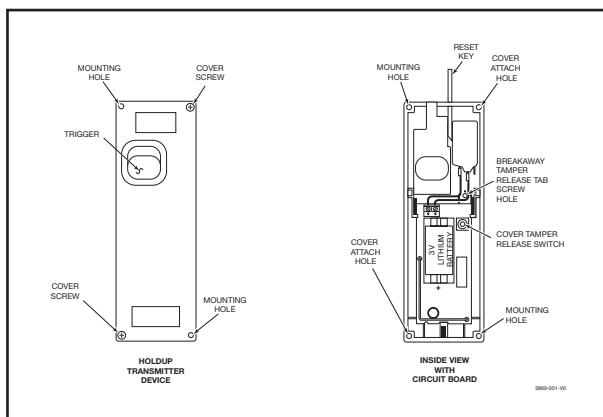


Figure 1

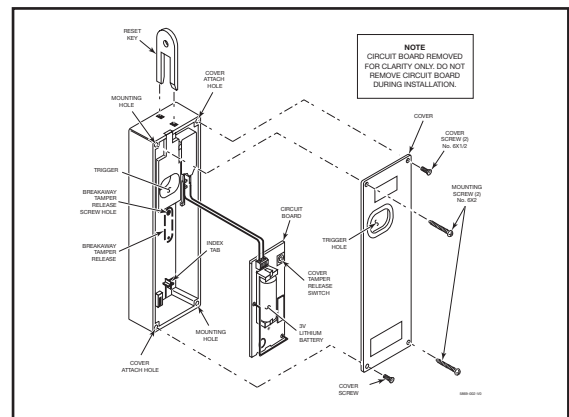


Figure 2

### ORDERING

5869

Hold-Up Switch/Transmitter

**Automation and Control Solutions**  
Honeywell Security & Communications  
2 Corporate Center Dr. Suite 100  
P.O. Box 9040  
Melville, NY 11747  
www.honeywell.com

L/5869TRAN/D  
September 2008  
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# Honeywell

10-UP-2013#4  
4/22/2022

# Addendum 4

## Site Plans

# Addendum 4.1

## Site Plan



# Addendum 4.2

## Exterior Lighting Plan



**DESCRIPTION**

Featuring selectable wattage and color temperatures that allow you to adjust the light output as needed, these LED wall packs are an efficient choice for improving security lighting in outdoor areas.

**FEATURES**

- Delivers up to 146 LPW depending on the wattage setting; settings are 60%, 80%, and 100%
- Replaces 250W metal halide fixtures
- 0-10V dimming
- Wattage and color temperature are adjusted via switches inside of fixture; see installation instructions for more information.

**LISTINGS**

- IP65 Rated
- UL Listed
- DesignLights Consortium® 5.1 Premium - meets the requirements for the highest DLC qualification for efficacy and lumen maintenance; DLC PN - PLTBD36

**PERFORMANCE**

- CRI: 80+
- CCT: 4000K and 5000K
- Rated Lifetime L70: 50,000
- Philips Lumileds LEDs

**ELECTRICAL**

- THD: <20%
- Power Factor: >0.9
- Input Voltage: 120-277V

**THERMAL**

- -40°F to 113°F (-40°C to 45°C) operating temperature

**CONSTRUCTION**

- Heavy duty die-cast aluminum housing with bronze finish and anti-corrosion spray
- Durable borosilicate glass lens doesn't fade and allows high light transmittance

**WARRANTY**

- 5 year limited warranty; see [pltsolutions.com](http://pltsolutions.com) for warranty details

project name	type
catalog number	
comments	voltage
approved by	date



**APPLICATIONS**

- General Security Lighting
- Pathways
- Loading Docks
- Building Perimeters

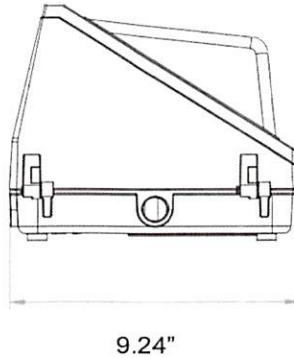
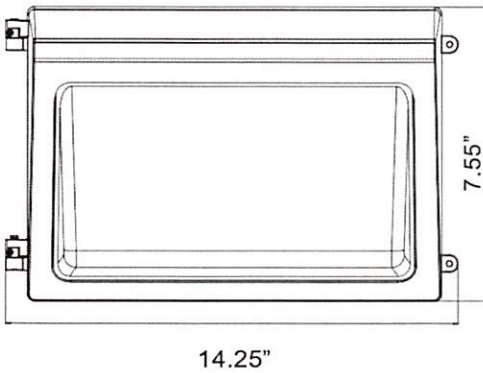
# PERFORMANCE SUMMARY

Item #	Watts	Lumens	LPW	CRI	CCT	Lens	Dimming	Voltage	Replaces	DLC Listing	DLC #
PLT-11923	45 / 60 / 75	6500 / 6600 / 8300 / 10300 / 10500	137 / 138 / 139 / 140 / 144 / 146	80+	4000K / 5000K	Borosilicate Glass	0-10V	120-277V	MH250	5.1 Premium	PLTBD36

# INSTALLATION HEIGHT REFERENCE



# DIMENSIONS



## DIMENSIONS

Length: 14.25"

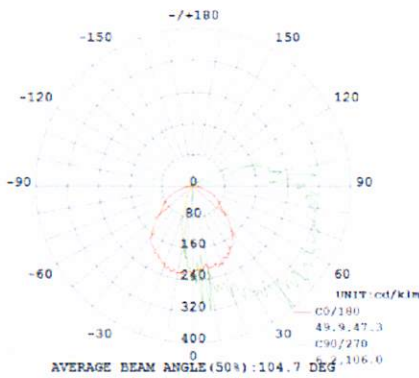
Height: 7.55"

Width: 9.24"

Weight: 8.04 lbs.

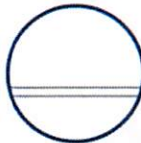



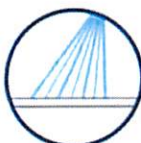
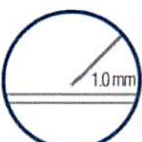

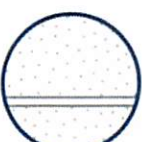




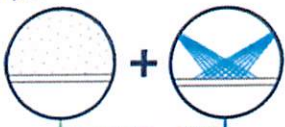

# PHOTOMETRICS

LUMINOUS INTENSITY DISTRIBUTION DIAGRAM



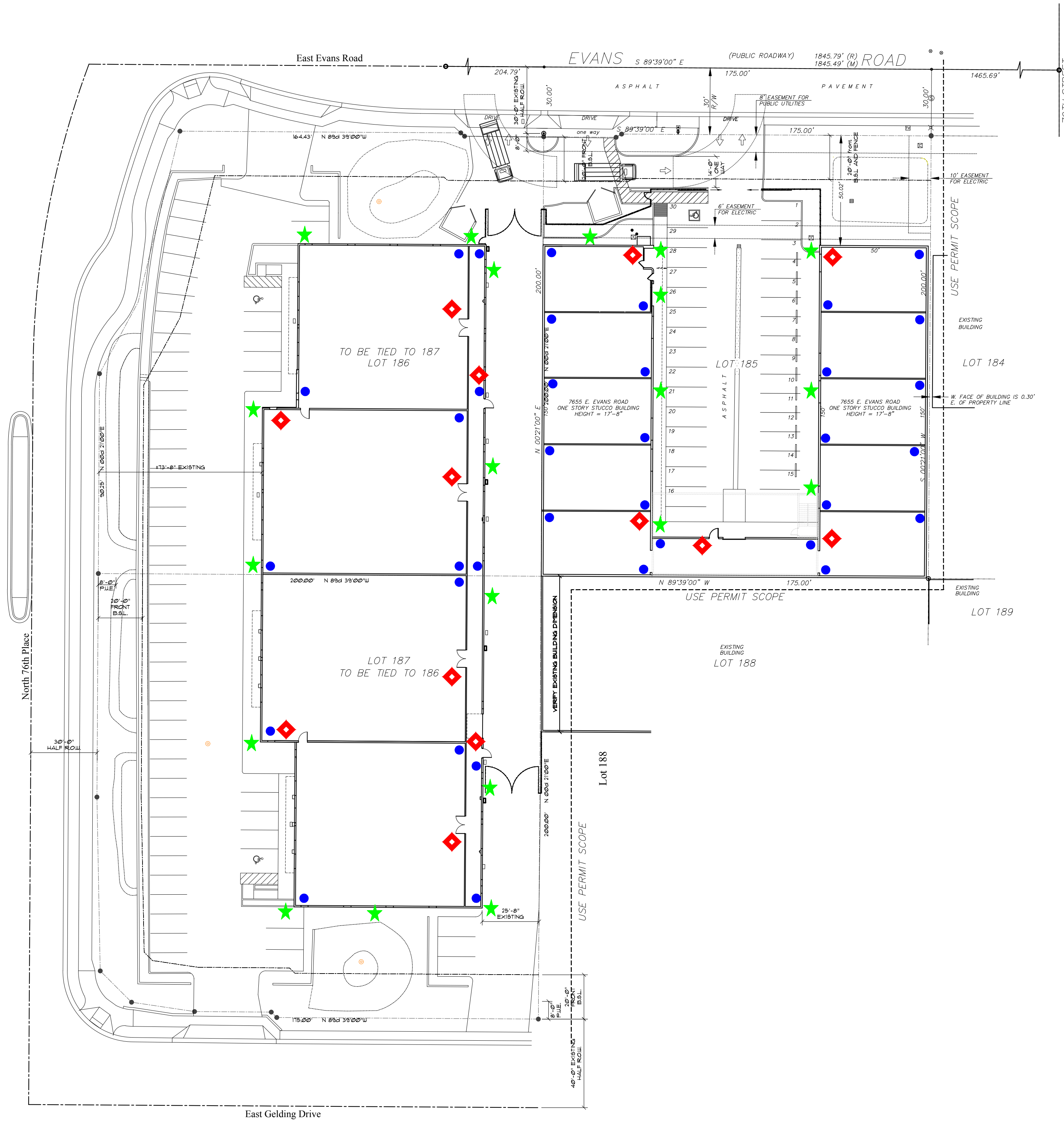
# IP Rating Chart

IP ratings are represented by combining the first and second digits of the following columns. See example below.

1st Digit - SOLID		2nd Digit - LIQUID	
Degree of protection against solid objects		Degree of protection against water	
	<b>0</b> No Protection		<b>0</b> No Protection
	<b>1</b> Protected against a solid object greater than 50mm, such as a hand.		<b>1</b> Protected against water drops.
	<b>2</b> Protected against a solid object greater than 12.5mm, such as a finger.		<b>2</b> Protected against water drops at a 15 degree angle.
	<b>3</b> Protected against a solid object greater than 2.5mm, such as a wire.		<b>3</b> Protected against water spray at 60 degree angle.
	<b>4</b> Protected against a solid object greater than 1.0mm, such as a thin strap.		<b>4</b> Protected against water splashing from any angle.
	<b>5</b> Dust Protected. Prevents ingress of dust sufficient to cause harm.		<b>5</b> Protected against water jets from any angle.
	<b>6</b> Dust tight. No ingress of dust.		<b>6</b> Protected against powerful water jets and heavy seas.
<b>Example:</b>			<b>7</b> Protected against the effects of temporary submersion in water. (30 minutes at 3 feet)
 <p><b>IP 65</b></p> <ul style="list-style-type: none"> <li>Protected against water jets from any angle.</li> <li>Dust tight. No ingress of dust.</li> </ul>			<b>8</b> Protected against the effects of permanent submersion in water. (Up to 13 feet)

# Addendum 4.3

## Security Monitoring Plan



**PROJECT DATA**




PROJECT SCOPE:  
 CONDITIONAL USE PERMIT AMMENDMENT - MARIJUANA CULTIVATION  
 PROJECT ADDRESS: 7645 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260

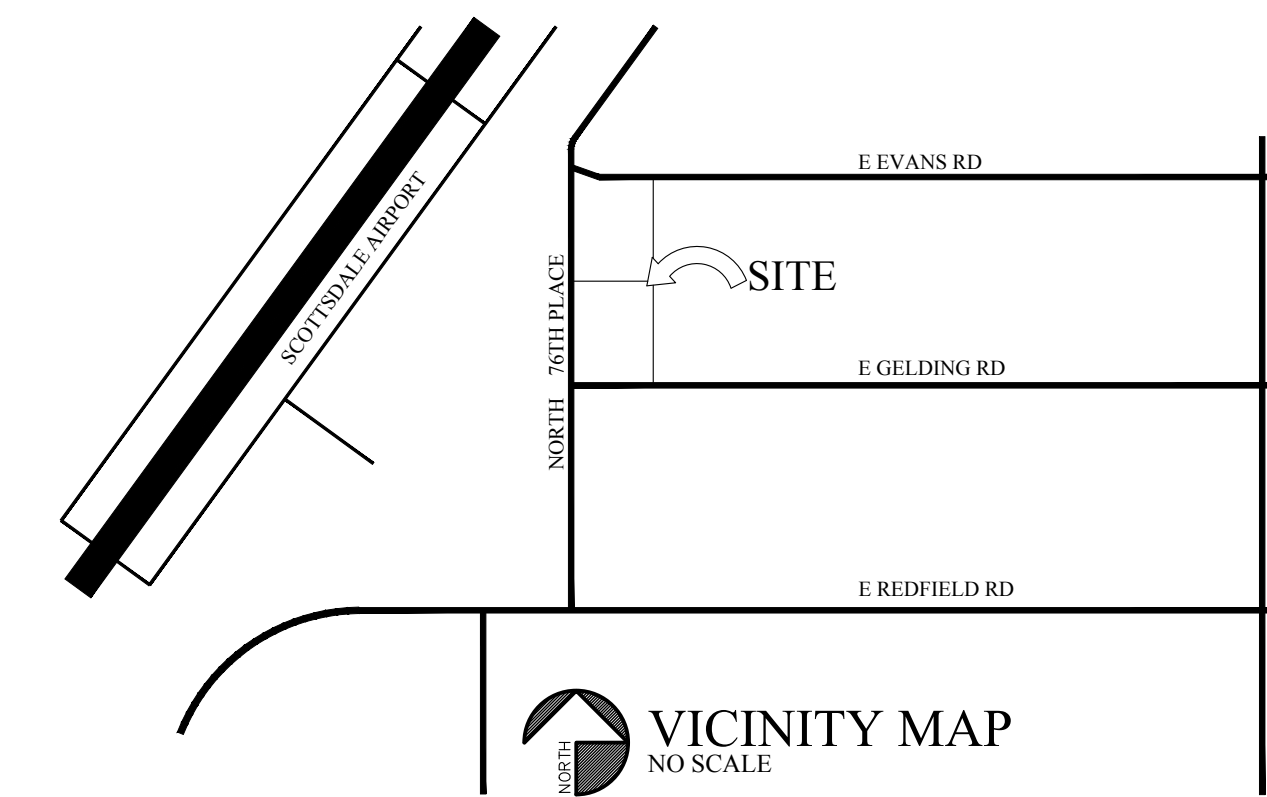
PROJECT # 626-PA-2021  
 KEYCODE C3833  
 OLD PROJECT # 10-UP-2013-4

TENANT/OCCUPANT: FLOWER LAUNCH CULTIVATION  
 7645 EAST EVANS ROAD  
 SCOTTSDALE, AZ 85260

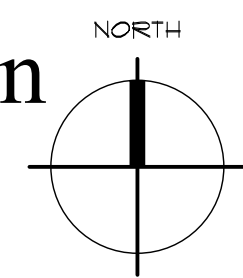
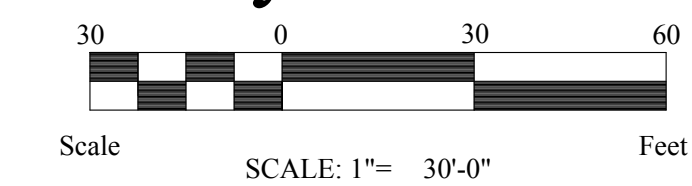
BUILDING AREA: LOT 185 / 7655 EAST EVANS RD.  
 16,143 G.S.F. EXISTING ONE STORY BUILDING  
 2,846 G.S.F. PROPOSED SECOND LEVEL ADDITION FUTURE  
 TOTAL BUILDING AREA: 18,989.3 G.S.F.  
 BUILDING OCCUPANCY: F-1B-1

BUILDING AREA: LOTS 186 & 187 / 7640 EAST GELDING DRIVE/7645 EAST EVANS RD.  
 13,869.9 G.S.F. EXISTING ONE STORY BUILDING LOT 186  
 13,975.9 G.S.F. EXISTING ONE STORY BUILDING LOT 187  
 27,845.7 G.S.F. 5F COMBINED BOTH LOTS  
 BUILDING OCCUPANCY: F-1

-  EXTERIOR CAMERA
-  PANIC BUTTON
-  INTERIOR CAMERA



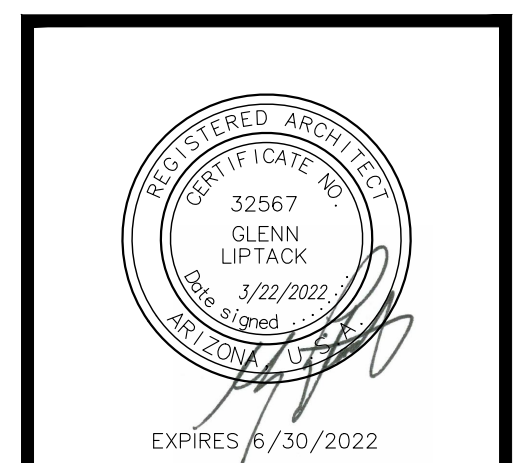
**Conditional Use Security Monitoring Plan**  
 Scale: 1"=30'-0"



DRAWN BY:	g	REVISIONS
CHECKED BY:	g	
DATE:	3/22/2022	
FILE NAME:	SCHEMATIC DESIGN	
DATE:	3/22/2022	
DESIGN DEVELOPMENT	<input checked="" type="checkbox"/>	
CONSTRUCTION DOCUMENTS	<input type="checkbox"/>	

**NOSTDAHL LIPTACK**  
 ARCHITECTS  
 3033 NORTH CENTRAL AVENUE  
 PHOENIX, ARIZONA 85012  
 (602) 200-8042  
 FAX: (602) 419-2037

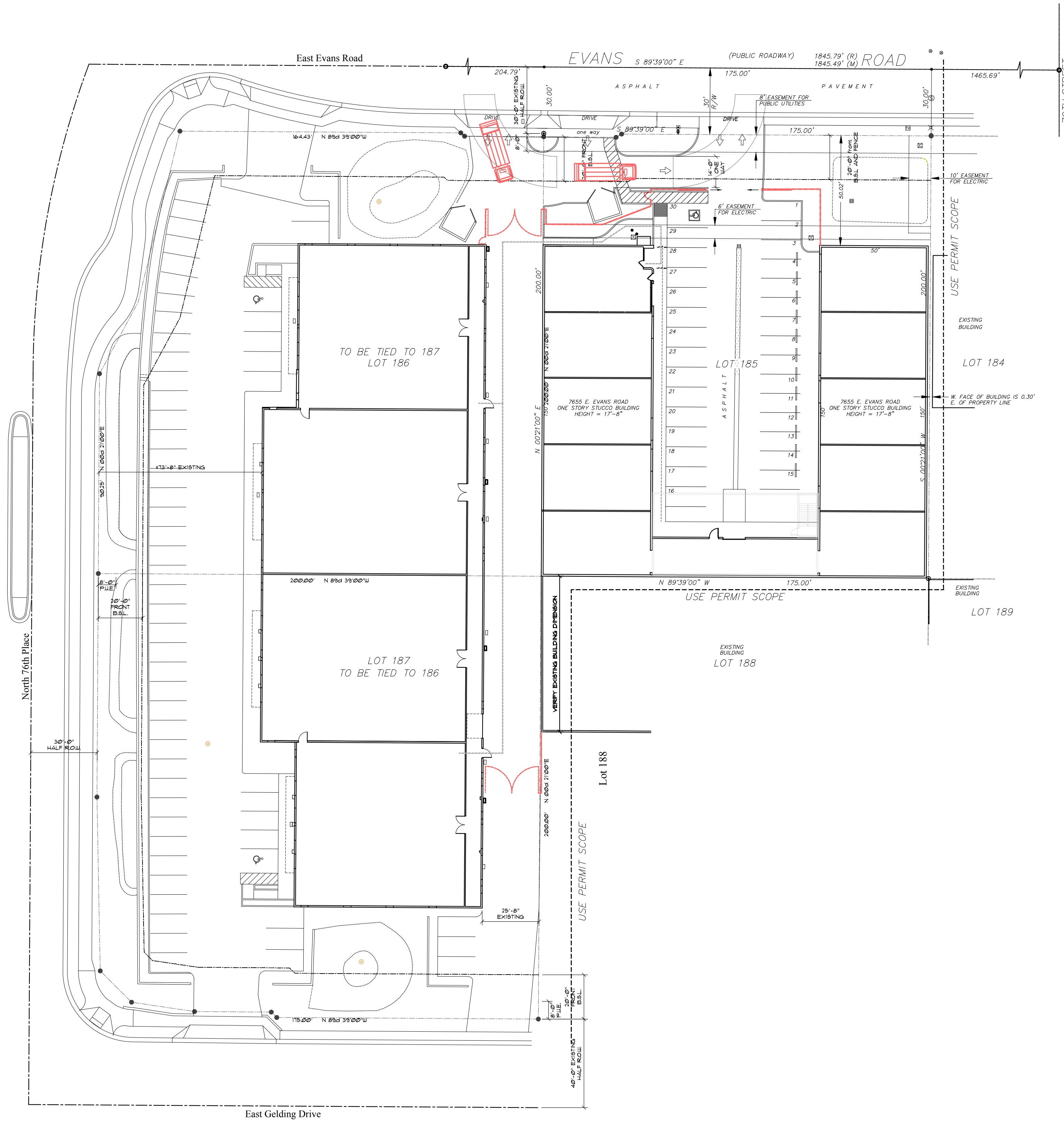
**Flower Launch Cultivation**  
 Cross Access and Parking Study  
 7645/7655 East Evans Road  
 Scottsdale, AZ



**CUP Security Monitoring Plan**  
 Scale: 1"=30'-0"  
 SHEET NO.  
**A3**

# Addendum 4.4

## Floor Plan



**PROJECT DATA**

**PROJECT SCOPE:**  
 CONDITIONAL USE PERMIT AMENDMENT - MARIJUANA CULTIVATION

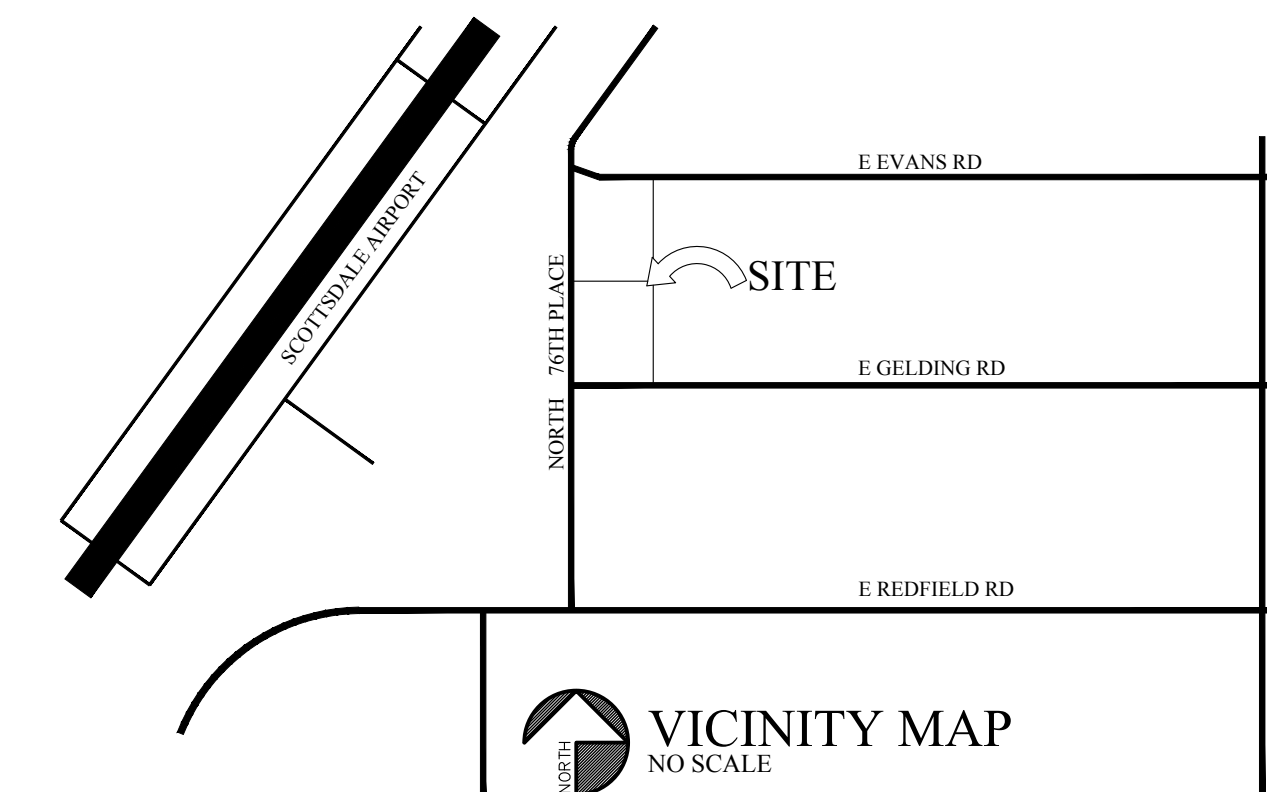
**PROJECT ADDRESS:** 1640 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260

**PROJECT #** 626-PA-2021  
**KEY CODE** C9893  
**OLD PROJECT #** 10-UP-2013-4

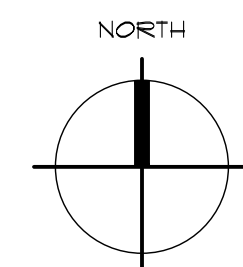
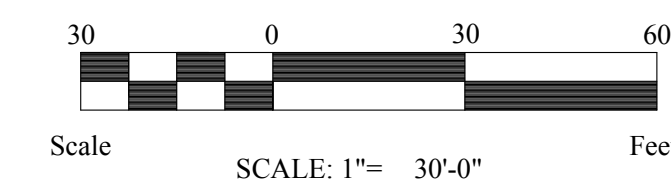
**TENANT/OCCUPANT:** FLOWER LAUNCH CULTIVATION  
 1655 EAST EVANS ROAD  
 SCOTTSDALE, AZ 85260

**BUILDING AREA:** LOT 185 / 1655 EAST EVANS RD.  
 16,143 G.S.F. EXISTING ONE STORY BUILDING  
 7,846 G.S.F. PROPOSED SECOND LEVEL ADDITION FUTURE  
**TOTAL BUILDING AREA:** 18,989 G.S.F.  
**BUILDING OCCUPANCY:** F-1/1S-1

**BUILDING AREA:** LOTS 186 + 187 / 1640 EAST GELDING DRIVE/1645 EAST EVANS RD.  
 13,869 G.S.F. EXISTING ONE STORY BUILDING LOT 186  
 13,979 G.S.F. EXISTING ONE STORY BUILDING LOT 187  
 21,845 G.S.F. 5F COMBINED BOTH LOTS  
**BUILDING OCCUPANCY:** F-1



**Conditional Use Permit Floor Plan**  
 Scale: 1"=30'-0"



DATE	REVISIONS
3/22/2022	SCHEMATIC DESIGN
	DESIGN DEVELOPMENT
	CONSTRUCTION DOCUMENTS

**NOSTDAHL LIFTACK**  
 ARCHITECTS  
 3033 NORTH CENTRAL AVENUE  
 PHOENIX, ARIZONA 85012  
 (602) 200-8042  
 FAX (602) 419-2037

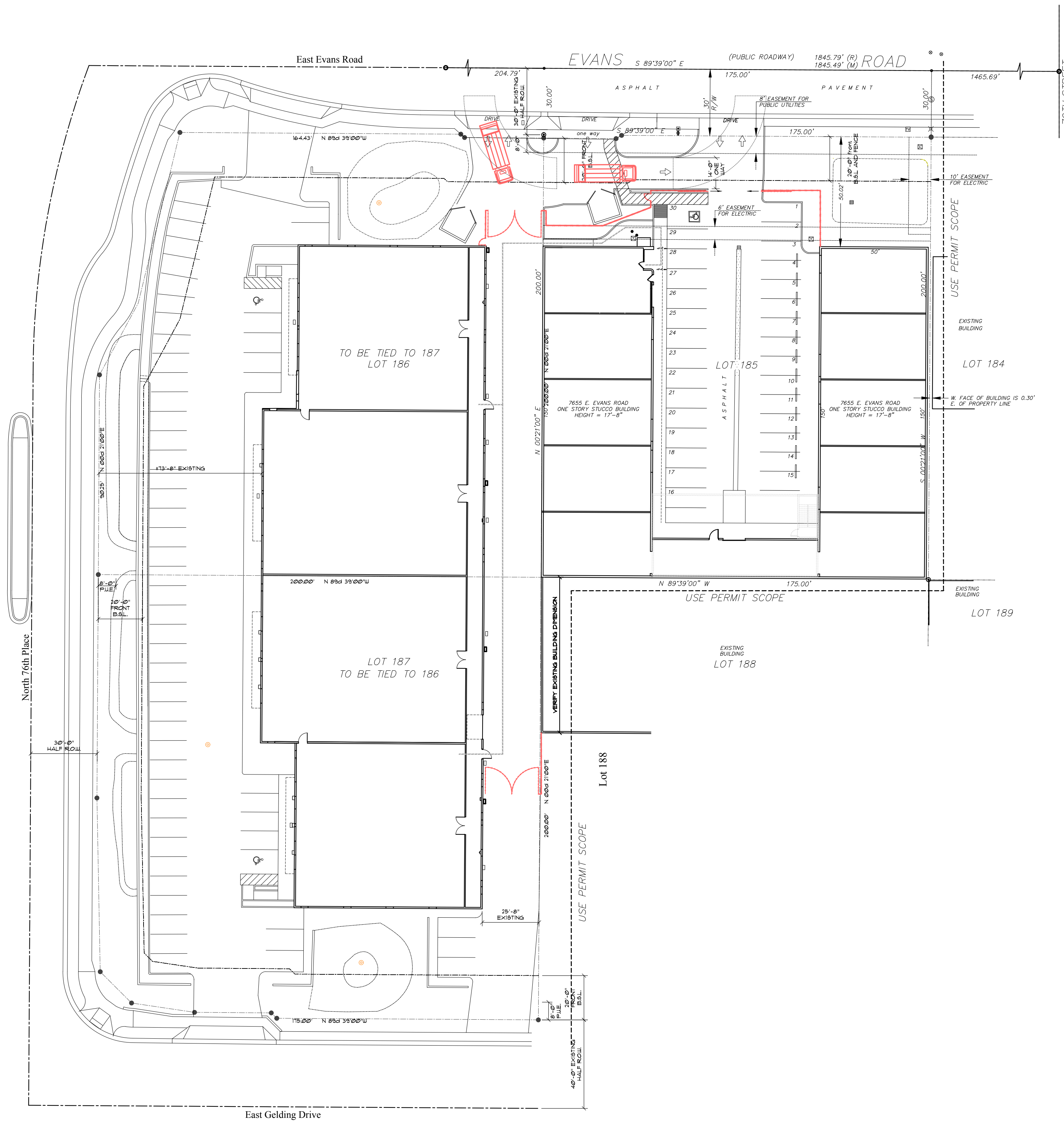
**Flower Launch Cultivation**  
 Cross Access and Parking Study  
 7645/7655 East Evans Road  
 Scottsdale, AZ

**CUP**  
**Floor Plan**  
 Scale: 1"=30'-0"  
 SHEET NO.

A4

# Addendum 4.5

## Parking Plan



**PROJECT DATA**

PROJECT SCOPE:  
CONDITIONAL USE PERMIT AMMENDMENT - MARIJUANA CULTIVATION

PROJECT ADDRESS: 1640 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260

PROJECT # 626-PA-2021  
KEY CODE C9893  
OLD PROJECT # 10-UP-2013-4

TENANT/OCCUPANT: FLOWER LAUNCH CULTIVATION  
1655 EAST EVANS ROAD  
SCOTTSDALE, AZ 85260

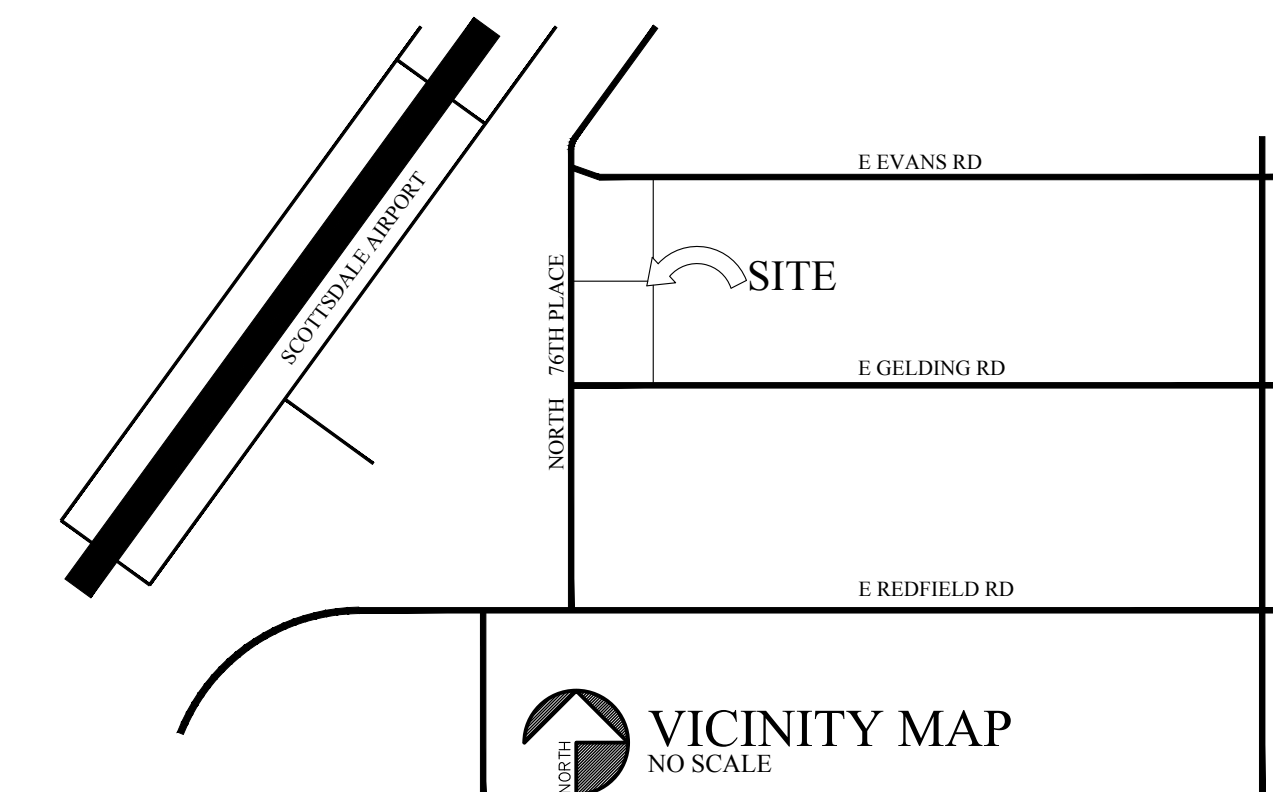
BUILDING AREA: LOT 185 / 1655 EAST EVANS RD.  
16,143 G.S.F. EXISTING ONE STORY BUILDING  
7,846 G.S.F. PROPOSED SECOND LEVEL ADDITION FUTURE  
TOTAL BUILDING AREA: 18,989 G.S.F.  
BUILDING OCCUPANCY: F-1/8-1

BUILDING AREA: LOTS 186 + 187 / 1640 EAST GELDING DRIVE/1645 EAST EVANS RD.  
13,869.9 G.S.F. EXISTING ONE STORY BUILDING LOT 186  
13,979.8 G.S.F. EXISTING ONE STORY BUILDING LOT 187  
21,845.1 G.S.F. COMBINED BOTH LOTS  
BUILDING OCCUPANCY: F-1

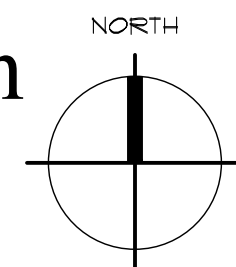
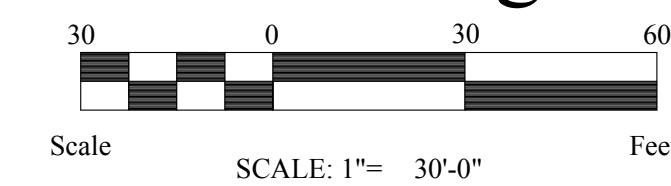
OFF STREET PARKING/INDUSTRIAL-MANUFACTURING-1655 E. EVANS  
MANUFACTURING PARKING REQUIRED: 1,800 G.S.F.  
WAREHOUSE PARKING REQUIRED: 1,800 G.S.F.  
PARKING REQUIRED 3,600 SF. EXISTING MANUFACTURING / 500 \* 6 SPACES  
PARKING REQUIRED 18,000 SF. EXISTING WAREHOUSE / 800 \* 15 SPACES  
PARKING REQUIRED 2,846 SF. NEW/FUTURE MANUFACTURING / 500 \* 6 SPACES  
PARKING PROVIDED 21 SPACES  
PARKING PROVIDED 30 SPACES (EXISTING) INCL. (1) HANDICAP ACCESSIBLE SPACE

OFF STREET PARKING/INDUSTRIAL-MANUFACTURING-1640 EAST GELDING // 1645 EAST EVANS RD.  
PARKING REQUIRED: 1,800 G.S.F.  
PARKING REQUIRED 21,845.1 SF. MANUFACTURING / 500 \* 55.69  
PARKING PROVIDED 56 SPACES  
PARKING PROVIDED 89 SPACES (EXISTING) INCL. (2) HANDICAP ACCESSIBLE SPACES

OFF STREET PARKING/INDUSTRIAL-MANUFACTURING/WAREHOUSE-COMBINED  
MFG PARKING REQUIRED: 1,800 G.S.F.  
WH. PARKING REQUIRED: 1,800 G.S.F.  
MFG PARKING REQUIRED 21,845.1 G.S.F. \* 5846 G.S.F. \* 33691/1800=6130 SPACES REQUIRED  
WAREHOUSE PARKING REQUIRED 1,800 SF. / 800 \* 15 SPACES REQUIRED  
PARKING REQUIRED: 83 SPACES  
PARKING PROVIDED 89 SPACES (EXISTING) INCL. (3) HANDICAP ACCESSIBLE SPACES



**Conditional Use Permit Parking Plan**  
Scale: 1"=30'-0"



DRAWN BY:	g
CHECKED BY:	g
DATE:	3/22/2022
FILE NAME:	3222022
DATE:	3/22/2022
SCHEMATIC DESIGN	<input checked="" type="checkbox"/>
DESIGN DEVELOPMENT	<input type="checkbox"/>
CONSTRUCTION DOCUMENTS	<input type="checkbox"/>
REVISIONS	

**NOSTDAHL LIFTACK**  
 ARCHITECTS  
 3033 NORTH CENTRAL AVENUE  
 PHOENIX, ARIZONA 85012  
 (602) 200-8042  
 FAX: (602) 419-2037

**Flower Launch Cultivation**  
 Cross Access and Parking Study  
 7645/7655 East Evans Road  
 Scottsdale, AZ

EXPIRES 6/30/2022  
**CUP**  
**Parking Plan**  
 Scale: 1"=30'-0"  
 SHEET NO.  
A5

## **Addendum 4.5 Parking Plan Calculations**

Project # 626-PA-2021

Keycode C9833

Old Project # 10-UP-2013-4

### **Parking Summary:**

Building 1: 7655 E Evans Road

Parking Required: 27 Spaces

Parking Provided: 30 Spaces (Existing) Incl. (1) Handicap Accessible Space

Building 2: 7640 E Gelding Drive

Parking Required: 56 Spaces

Parking Provided: 59 Spaces (Existing) Incl. (2) Handicap Accessible Spaces

Building 1 & 2 Combined

Parking Required: 83 Spaces

Parking Provided: 89 Spaces (Existing) Incl. (3) Handicap Accessible Spaces

### **Parking Calculations:**

#### **Building 1 Area: Lot 185 / 7655 East Evans Road**

16,141.3 G.S.F. Existing One Story Building

2,846 G.S.F. Proposed Second Level Addition Future

Building Occupancy: F-1 / S-1

#### **Building 2 Area: Lots 186 & 187 / 7640 East Gelding Drive**

13,869.9 G.S.F. Existing One Story Building Lot 186

13,975.8 G.S.F. Existing One Story Building Lot 187

27,845.8 G.S.F. Combined Both Lots

Building Occupancy: F-1

#### **Off Street Parking/ Industrial - Manufacturing - 7655 East Evans Road**

Manufacturing Parking Required: 1:500 G.S.F.

Warehouse Parking Required: 1:800 G.S.F.

Parking Required: 3,000 S.F. Existing Manufacturing / 500 = 6 Spaces

Parking Required: 12,000 S.F. Warehouse / 800 = 15 Spaces

Parking Required: 2,846 S.F. New / Future Manufacturing / 500 = 6 Spaces

Parking Required: 27 Spaces

Parking Provided: 30 Spaces (Existing) Incl. (1) Handicap Accessible Space

#### **Off Street Parking/ Industrial - Manufacturing - 7640 East Gelding Drive**

Parking Required: 1:500 G.S.F.

Parking Required: 27,845.8 S.F. Manufacturing/ 500 = 55.69

Parking Required: 56 Spaces

Parking Provided: 59 Spaces (Existing) Incl. (2) Handicap Accessible Spaces

**Off Street Parking/ Industrial - Manufacturing / Warehouse - Combined**

Manufacturing Parking Required: 1:500 G.S.F.

Warehouse Parking Required: 1:800 G.S.F.

Manufacturing Parking Required  $27,845.7 \text{ G.S.F.} + 5,846 \text{ G.S.F} = 33,691.7 / 500 = 68 \text{ Spaces Required}$

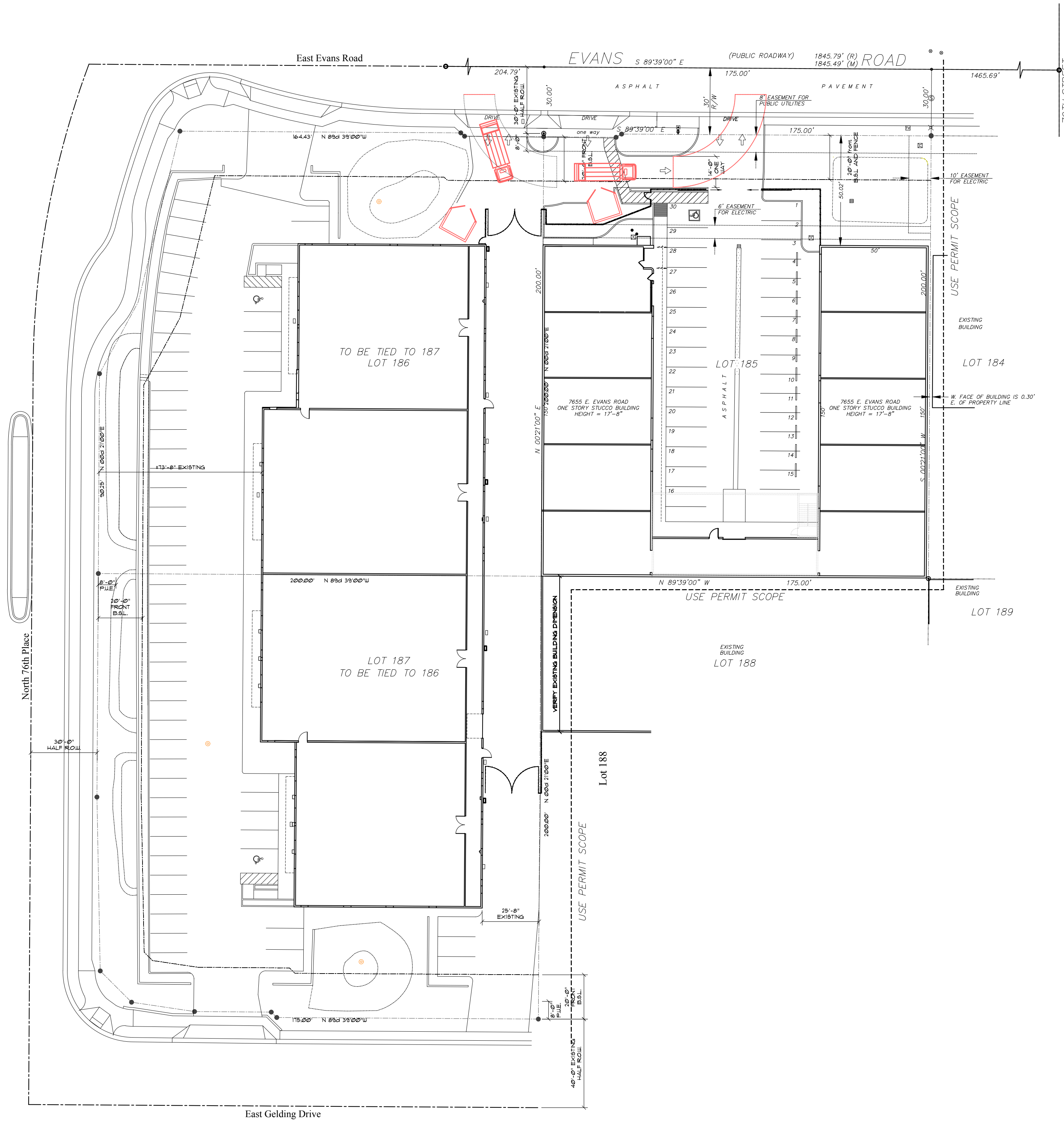
Warehouse Parking Required:  $12,000 \text{ S.F.} / 800 = 15 \text{ Spaces Required}$

Parking Required: 83 Spaces

Parking Provided: 89 Spaces (Existing) Incl. (3) Handicap Accessible Spaces

# Addendum 4.6

## Refuse Plan



**PROJECT DATA**

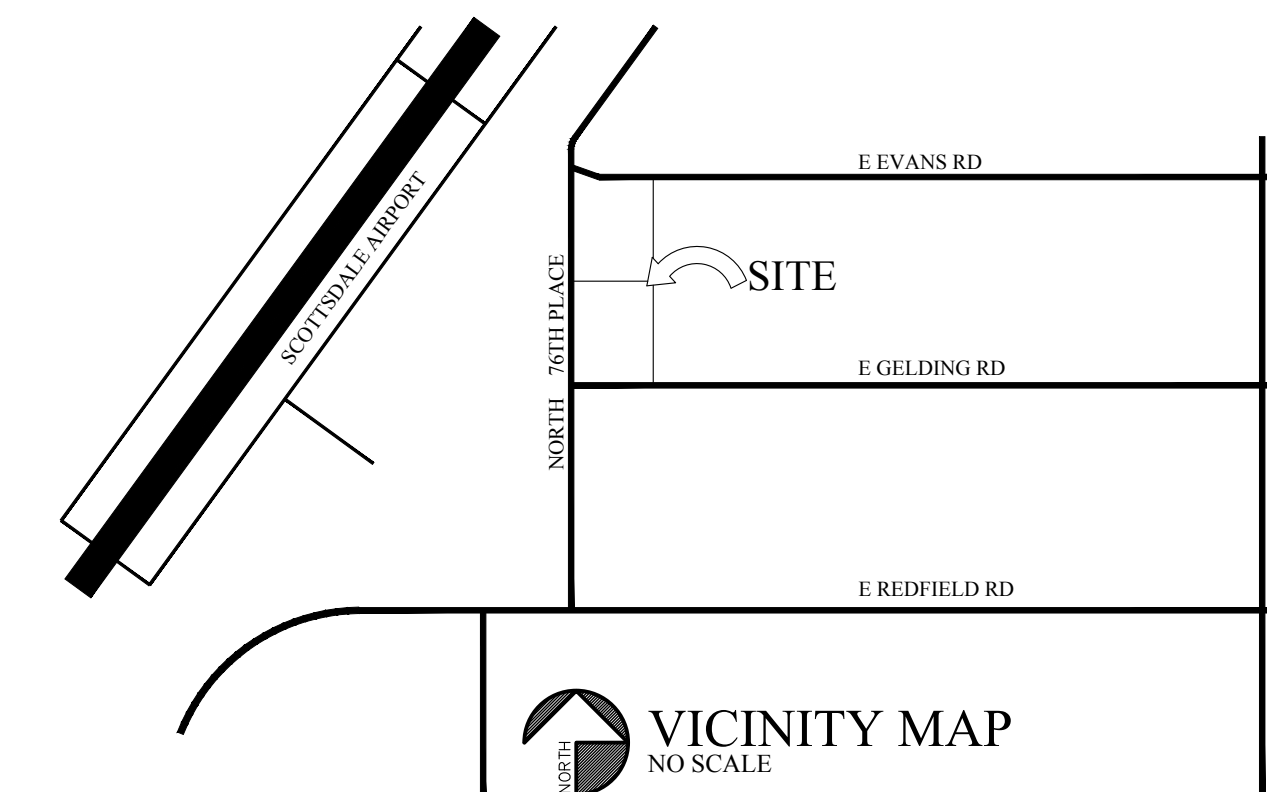
PROJECT SCOPE:  
 CONDITIONAL USE PERMIT AMMENDMENT - MARIJUANA CULTIVATION  
 PROJECT ADDRESS: 7640 EAST GELDING DRIVE, SCOTTSDALE, AZ 85260

PROJECT # 626-PA-2021  
 KEYCODE C0833  
 OLD PROJECT # 10-UP-2013-4

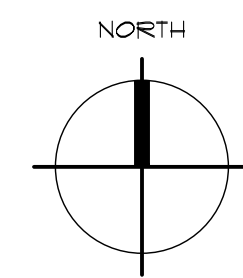
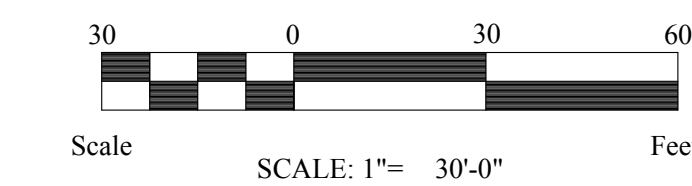
TENANT/OCCUPANT: FLOWER LAUNCH CULTIVATION  
 7655 EAST EVANS ROAD  
 SCOTTSDALE, AZ 85260

BUILDING AREA: LOT 185 / 7655 EAST EVANS RD.  
 16,143 G.S.F. EXISTING ONE STORY BUILDING  
 2,846 G.S.F. PROPOSED SECOND LEVEL ADDITION FUTURE  
 TOTAL BUILDING AREA: 18,989.3 G.S.F.  
 BUILDING OCCUPANCY: F-1/8-1

BUILDING AREA: LOTS 186 + 187 / 7640 EAST GELDING DRIVE/7645 EAST EVANS RD.  
 13,869.9 G.S.F. EXISTING ONE STORY BUILDING LOT 186  
 13,975.9 G.S.F. EXISTING ONE STORY BUILDING LOT 187  
 21,845.7 G.S.F. 9F COMBINED BOTH LOTS  
 BUILDING OCCUPANCY: F-1



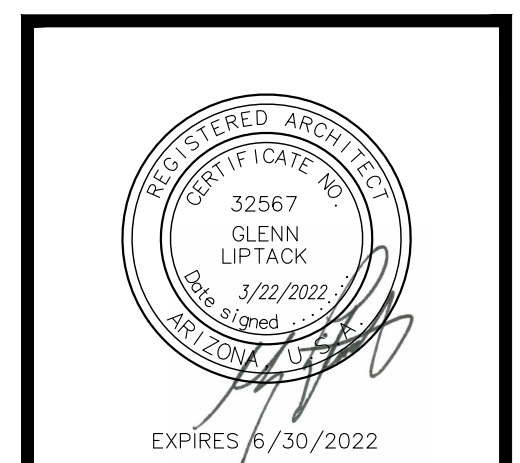
**Conditional Use Permit Refuse Plan**  
 Scale: 1"=30'-0"



DRAWN BY:	g	REVISIONS
CHECKED BY:	g	
DATE:	3/22/2022	
FILE NAME:		
DATE:		
SCHEMATIC DESIGN	<input checked="" type="checkbox"/>	DESIGN DEVELOPMENT
CONSTRUCTION DOCUMENTS	<input type="checkbox"/>	CONSTRUCTION DOCUMENTS

**NOSTDAHL LIPTACK**  
 ARCHITECTS  
 3033 NORTH CENTRAL AVENUE  
 PHOENIX, ARIZONA 85012  
 (602) 200-8042  
 FAX: (602) 419-2037

**Flower Launch Cultivation**  
 Cross Access and Parking Study  
 7645/7655 East Evans Road  
 Scottsdale, AZ



CUP  
 Refuse Plan  
 Scale: 1"=30'-0"  
 SHEET NO.  
**A6**

# Addendum 5

## Public Safety and Control Plan Reading Log



# Addendum 6

## Biohazard Waste Information and Contract for Services



The following agreement for **REGULATED BIOHAZARDOUS** / **SPECIAL WASTE** Services between MEDICAL WASTE DISPOSAL and

BILLING INFORMATION	SERVICE INFORMATION (if different)
<b>Name:</b> FLOWER LAUNCH LLC	<b>Name:</b> Amanda Gajdowski
<b>Address:</b> 7655 E EVANS ROAD SCOTTSDALE, AZ 85260	<b>Address:</b> 7655 E Evans Road Scottsdale, AZ 85260
<b>Phone:</b> 602-842-1681	<b>Phone:</b> 602-317-7926
<b>Billing Email:</b> ap@localfloweraz.com	<b>Email:</b> AMANDA@LOCALFLOWERAZ.COM
<b>Contact:</b> JENNIFER / AMANDA	<b>Contact:</b> Amanda

Service Location Hours

Lunch Hours: From: 10:00 AM To: 10:00 AM

Monday	Tuesday	Wednesday	Thursday	Friday
7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM

REGULATED BIOHAZARDOUS MEDICAL WASTE

**Service Frequency:** Every 2 Weeks

**Type of Container:** 44 Gallon Biohazardous

**Per Service Charge:** \$84.88

**Monthly Service Charge:** 0

**Containers per Service:** 1      **Additional Container:** \$49.50

Optional Online OSHA Compliance Training:



HAZCOM Training - Blood Borne Pathogen Training - HIPPA Training - OSHA Training - DOT Training - Millions of MSDS numbers - Transition from ICD 9 to ICD 10 - Mock Safety Audits and Inspections - Safety Plans - Federal Regulations etc.



The following agreement for **REGULATED BIOHAZARDOUS / SPECIAL WASTE** Services between MEDICAL WASTE DISPOSAL and

<b>BILLING INFORMATION</b>	<b>SERVICE INFORMATION (if different)</b>
<b>Name:</b> FLOWER LAUNCH LLC	<b>Name:</b> Amanda Gajdowski
<b>Address:</b> 7655 E EVANS ROAD SCOTTSDALE, AZ 85260	<b>Address:</b> 7655 E Evans Road Scottsdale, AZ 85260
<b>Phone:</b> 602-842-1681	<b>Phone:</b> 602-317-7926
<b>Billing Email:</b> ap@localfloweraz.com	<b>Email:</b> AMANDA@LOCALFLOWERAZ.COM
<b>Contact:</b> JENNIFER / AMANDA	<b>Contact:</b> Amanda

**Service Location Hours**

**Lunch Hours:** From: 10:00 AM To: 10:00 AM

Monday	Tuesday	Wednesday	Thursday	Friday
7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM	7:00 AM - 3:30 PM

**REGULATED BIOHAZARDOUS MEDICAL WASTE**

**Service Frequency:** Every 2 Weeks

**Type of Container:** 44 Gallon Biohazardous

**Per Service Charge:** \$84.88

**Monthly Service Charge:** 0

**Containers per Service:** 1      **Additional Container:** \$49.50

**Optional Online OSHA Compliance Training:**



HAZCOM Training - Blood Borne Pathogen Training - HIPPA Training - OSHA Training - DOT Training - Millions of MSDS numbers - Transition from ICD 9 to ICD 10 - Mock Safety Audits and Inspections - Safety Plans - Federal Regulations etc.



SPECIAL WASTE SERVICES

Service Frequency: \_\_\_\_\_

Service Frequency: \_\_\_\_\_

Type of Container: \_\_\_\_\_

Type of Container: \_\_\_\_\_

Per Service Charge: 0 \_\_\_\_\_

Per Service Charge: 0 \_\_\_\_\_

Monthly Service Charge: 0 \_\_\_\_\_

Monthly Service Charge: 0 \_\_\_\_\_

Containers per Service: \_\_\_\_\_

Containers per Service: \_\_\_\_\_

Additional Container: \_\_\_\_\_

Additional Container: \_\_\_\_\_

SPECIAL COMMENTS - SERVICE NOTES

PICK UP AND DELIVER (4) 44 GALLON BIO CONTAINERS FIRST 44 GALLON BIO CONATINER @ \$84.88. ANY ADDITIONAL 44 GALLON BIO CONTAINER @ \$49.50 EACH.

PRICING BASED ON AUTO PAY.

SIGNATURE: Amanda Gajdowski  
Amanda Gajdowski (Aug 23, 2021 11:11 PDT)

TITLE: Facility Manager

Aug 23, 2021

MEDICAL WASTE DISPOSAL

SIGNATURE: Signature:   
Mary Jo Moore (Aug 23, 2021 11:20 PDT)

TITLE:

Email: maryjo@medicalwastedisposal.com



Standard Service fee includes: Service call, 30 pounds of material in each box/container or red bag. Weight over the include pounds will incur an additional charge of \$1.25/pound.

A one-time set-up Fee of \$25.00 is added to all new accounts to cover admin and container delivery cost.

Pharmaceutical/Chemo/Path Service fee includes: Service call and removal of up to 30 pounds of material. Weight over the allowed 30 pounds will incur an additional charge of \$1.95/pound.

All sharps containers 5 gallons and over will be considered a separate box/container.

Additional supplies are available for purchase separately and will be priced accordingly.

Definitions:

Term	Definition
MWD	Medical Disposal Service, LLC
Generator	The business listed on page (1) that is contracting for bio-medical waste removal and transportation
Regulated Medical Waste	Regulated Medical Waste shall include only those wastes defined by the United States Environmental Protection Agency (USEPA) as infectious waste in its guide for infectious waste management #EPA/530-SW-86-014, May 1986 or defined by the USEPA as medical wastes in 40 CFR 25930. The Term Regulated Medical Waste specifically excludes: fetal remains and human torsos; corrosive, reactive, radioactive toxic and other hazardous wastes and substances as defined in any applicable federal, state, county or municipal laws, regulations and guidelines.
Bio-medical waste	Any regulated medical waste

**Medical Waste, Collection, Processing and Disposal Services:** MEDICAL WASTE DISPOSAL, LLC shall collect, transport, treat and dispose of Bio-hazardous Medical Waste generated by Customer during the term of this Agreement. Bio-hazardous Medical Waste means sharps, hypodermic needles, syringes, microbial cultures, tissue cultures, animal tissues or organs, animal carcasses, animal bedding, laboratory containers and slides that meet the definition of regulated medical waste under 29 CFR 1910.1030 or 49 CFR 173.134 and infectious substances arising from those agents listed under 42 CFR 72.3 as well as trace non-hazardous Chemotherapy Waste. Non-hazardous Chemotherapy Waste is defined as discarded items which have been contaminated by chemotherapeutic, cytotoxic, or antineoplastic drugs and/or agents, provided that such items, including vials and syringes, shall be empty as defined in applicable federal, state, county or municipal laws, regulations and guidelines. Bio-hazardous Medical Waste does not include, and shall be handled differently, if at all by MEDICAL WASTE DISPOSAL, waste not falling within the definition of Bio-hazardous Medical Waste, including but not limited to human torsos, radioactive, reactive, corrosive, ignitable or toxic wastes and any and all other hazardous waste and substance as defined in applicable federal, state, county, or municipal laws, regulations and guidelines, and pharmaceutical materials and finally, improperly packaged Bio-hazardous Medical Waste. Customer is solely responsible for properly segregating, packaging, and labeling Bio-hazardous medical and special waste as described in this agreement. MEDICAL WASTE DISPOSAL may at its discretion refuse to take improperly packaged, labeled or classified waste. Customer shall have title of non-conforming waste at all times. Title of Bio-hazardous medical and other waste shall transfer to MEDICAL WASTE DISPOSAL at the time the waste is loaded on the MEDICAL WASTE DISPOSAL truck and not before.

**HIPAA Statement:** MWD is committed to complying with the Standards for Privacy of Individually Identifiable Health Information as set forth under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). MWD understands that information may only be used and disclosed for purposes of treatment, payment and health care operations without individual consent.

**Disposal Services:** The Generator will conform to all requirements associated with the storage and removal of bio-medical waste. This includes, but is not limited to, providing easy access for waste removal and compliant storage area as well as ADEQ rules and regulations. Generators will be responsible for employees or any persons connected with this waste to be advised of the proper container use, packaging, storage, and record keeping of such material. No sharps of any kind are to be placed in red bags or corrugated cardboard boxes. All sharps MUST be placed in compliant sharps containers. MWD is not permitted to transport improperly packaged waste, in accordance with state regulations. MWD reserves the right to refuse acceptance of any Regulated Medical Waste that in MWD judgment cannot be treated and/or disposed of in a lawful manner; or, without a risk to harm of public health or to the environment. Improperly packaged, leaking, overweight, or damaged containers are subject to rejection, or to off-specification charges, for repackaging and/or special handling. No container will be processed that is wet or leaking. All expenses for improper packaging of bio-medical waste will be the sole responsibility of the Generator. These fees may include, but are not limited to, packaging material, additional Service fee if a rescheduled pick-up is required, or per hour wait time for MWD personnel.

**Term and Termination:** This agreement is a legal and binding contract for three (3) years beginning on the effective starting date, as noted on page 2 of this agreement. This agreement shall automatically renew for successive terms, equal to the original term, thereafter unless the Generator provides certified written notification not more than 180 days and not less than 60 days prior to the expiration of this agreement. MWD may cancel this contract for cause or convenience. MWD may suspend this agreement and any Services there under, if Generator repeatedly fails to perform in accordance with any provisions of this agreement. Upon the curing of all defaults by Generator and recovery of any damages sustained thereby, MWD may reinstate Service pursuant to the agreement for the remainder of its term. MWD reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of insurance, disposal, or to otherwise address cost escalation in processing or otherwise. In the event the Generator terminates Services under this agreement prior to the expiration of the term hereof, or fails to perform in accordance with this agreement, MWD shall have, without limitation, all rights and remedies provided by law or in equity, as well as the right to recover the following amounts which the parties acknowledge constitutes MWD's liquidated damages and not a penalty: If the remaining term under this agreement is twelve (12) or more months, the Generator shall pay 50% of the remaining monthly charges; or, if the remaining term under this agreement is less than six (6) months the Generator shall pay its monthly charges multiplied by the number of months remaining in the term. The parties agree that no provision of this agreement shall negate the Generator's obligation to pay for Services rendered. Any obligation to pay for Services rendered shall survive termination of this agreement. The Generator grants MWD a right of first refusal to match any offer which the Generator receives after the completion of any term of this agreement relating to any Services provided hereunder and further agrees to give MWD prompt written notice with documentation of such offer and a reasonable opportunity to respond to it.



**Billing:** MWD shall provide the Generator with monthly invoices that are due upon receipt. The Generator/Customer agrees to pay an interest rate of 1.5% on any amounts owed MWD that are not received within 30 days from the invoice date. Any billing disputes must be raised in writing by the Generator within 30 days of billing, or dispute shall be waived by the Generator. Accounts that are over 45 days past due will be considered delinquent and appropriate action will be taken to recover payments. The Generator will pay all costs incurred by MWD in the collection of a delinquent account, to include court costs, attorney fees, collection fees, etc. All action for collection will be filed in state of service. Accounts not kept current may be placed on pay in advance of Service status and or MWD reserves to suspend Service for non-payment until account is paid in full to resume Service.

**Surcharges:** MWD may also impose a surcharge in the event that MWD attempts to pick up waste at the Generator's location (for a scheduled collection or a Generator request), and, through no fault of MWD, there is no waste to be picked up, the waste is not ready for pick up, or the Generator's location is closed.

**Excuse of Performance:** MWD shall not be responsible if its performance of this agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosions, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

**Liability Insurance:** MWD has in place and agrees to maintain professional liability and pollution insurance covering MWD and all of the MWD's employees, agents, and offices. A copy of the liability and pollution insurance policy is available upon request.

**Liability for Equipment:** Customer acknowledges that it has the care, custody and control of containers and other equipment owned by MWD and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of MWD. Therefore, Customer expressly agrees to defend, indemnify and hold MWD harmless from and against any and all claims for loss or damage to property, injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation, or possession of any containers and/or other equipment furnished under this agreement.

**Indemnification:** the Generator (listed above), its successors and assignors, hereby agrees to save and hold harmless MWD, its officers or employees, and all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, and of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by MWD, its agents, or any of its independent contractors. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court cost, expenses of litigation and reasonable attorney's fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by MWD, its officers or employees.

**Title:** Title to bio-medical waste collected from the Generator shall be transferred to and vested in MWD at the time that the bio-medical waste is fully loaded into the MWD vehicle, and MWD has departed from the Generator's premises. Prior thereto, all title to the bio-medical waste shall be with the Generator. Title to any waste other than that Regulated Medical Waste shall remain with the Generator.

**Headings:** The headings of the sections in the agreement are for convenience only and shall not, expressly or implicitly, limit, define, extend or construe the terms, provisions, or any part of their contents.

**Notices:** Any notices required pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered in person; or, if delivered by first-class U.S. Mail, the third day after the date mailed, postage prepaid and properly addressed to the appropriate party; or, if sent by facsimile transmission, on the date sent, properly designated to the appropriate party at the correct facsimile number, but such notice is only effective if a confirmation of receipt is retained by the sender. For purposes of mailing, the address for MWD is set forth in the first paragraph of this agreement and can change from time to time as reflected on the billing invoice and the Customer's address shall be the same as the billing address. If the address for the Customer is different from the billing address set forth at the beginning of this Agreement, Customer shall provide the address in writing to MWD. Any change of address for either party shall be effective upon receipt of a written notice to the other party specifically designating that the change of address is applicable to the notice provisions in this Agreement. The parties shall provide each other with the names of all designees that should receive notices pursuant to this Agreement.

**Additional Locations:** In the event Customer acquires, leases, takes control or otherwise adds a new location generating a Medical Waste in an area Serviceable by MEDICAL WASTE DISPOSAL, Customer shall notify MWD and that location shall receive the same discounted group Service rates. In the event any new location is party to an existing agreement for Services similar to the Services by a vendor other than MWD, Customer will use reasonable efforts to terminate such agreement as soon as possible and such location shall immediately become a Customer location upon the expiration of such agreement.

**Assignments and Successors:** This Agreement is assignable by either party. In the event that this Agreement is assigned, the assigning party agrees to notify the other party in writing as outlined in "Notices" above. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of service and effect of this agreement; any disputes pertaining to it shall be adjudicated in the state courts. This agreement and its subject matter have substantial contacts with the state, and all actions, suits, or other proceedings with respect to this agreement shall be brought only in the court of competent sitting in a local County, or in the federal district court having jurisdiction over that county. A copy, facsimile, or scan transmitted via email of this agreement shall be as effective as an original.

## State of Arizona Requirement.

Medical Waste rules and regulations require that your waste be removed at a **Minimum of every 90 days.**

**"Store bio hazardous medical waste for 90 days unless the generator has obtained a facility plan approval under A.R.S. 49-762.04 and is in compliance with the design and operational requirements prescribed in R18-13-1412."**

[://www.azdeq.gov/environ/waste/solid/download/bio\\_medical\\_waste.pdf](http://www.azdeq.gov/environ/waste/solid/download/bio_medical_waste.pdf)



California Department of Public Health Requirement.

<http://www.cdph.ca.gov/certlic/medicalwaste/Pages/LawsRegs.aspx>

State of California, Medical Waste rules and regulations require that your waste be removed weekly if you generate 20 pounds of RMW or more per month.

AG  
AG

**"If the person generates 20 or more pounds of biohazardous waste per month, the person shall not contain or store biohazardous or sharps waste above 0 degrees Centigrade (32 degrees Fahrenheit) at any onsite location for more than seven days without obtaining prior written approval of the enforcement agency."**

State of California, Medical Waste rules and regulations require that your waste be removed at least every 30 days if you generate less than 20 pounds of RMW per month.

**"If a person generates less than 20 pounds of biohazardous waste per month, the person shall not contain or store biohazardous waste above 0 degrees Centigrade (32 degrees Fahrenheit) at any onsite location for more than 30 days"**

Credit Card Authorization Form

Cardholder's Name \_\_\_\_\_

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I hereby authorize Medical Waste Disposal to charge the Following Credit Card for Charges incurred:

Credit Card Type:

Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_ CVC: \_\_\_\_\_

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date Aug 23, 2021

# Addendum 7

## Medical Waste Proper Packaging Procedure

# MERI PROPERLY PACKAGE ALL MEDICAL WASTE FOR SHIPMENT

Generators are responsible for correctly packaging their medical waste before it's transported for disposal.  
**PLEASE ... Follow These 3 Simple Steps When Packaging Your Medical Waste**

## 1 NO LOOSE SHARPS IN THE RED BIOHAZARD BAG OR TRANSPORT BIN

Sharp materials must be placed in a puncture-resistant biohazard sharps box *before* being placed in MERI's medical waste container. MERI's container should be lined with a red biohazard bag.

*Sharps include: needles, syringes, broken glass, scalpels, culture slides, capillary tubes, broken rigid plastic and exposed wires.*

## 2 WHEN BAG IS FULL, TIE A KNOT USING OVERHAND OR GOOSENECK METHOD

### ACCEPTABLE METHOD #1: OVERHAND KNOT

Gather, Twist End 8"-10"

Make Loop with Twisted End

Loop End Through to Create Knot



**NOT ACCEPTABLE**  
 No "Rabbit Ear" Tie



### ACCEPTABLE METHOD #2: GOOSENECK TIE

Gather, Twist End 8"-10"

Fold Twisted End Over

Seal Tightly with Either Duck-Tape or Plastic Tie

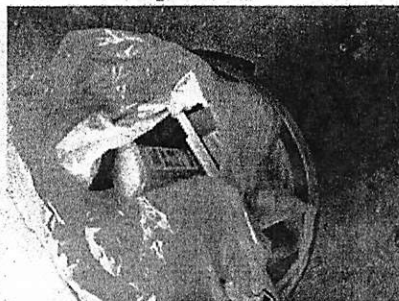


## 3 PLACE LID SECURELY ON THE MEDICAL WASTE CONTAINER

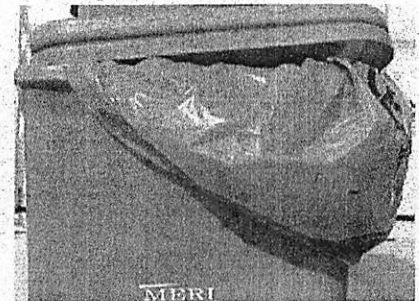
**DO THIS**  
 Bag tied, lid is fastened



**NOT THIS**  
 Bag NOT tied



**NOT THIS**  
 Bag NOT tied, lid NOT fastened



# Addendum 8

## Odor Control Systems

# Addendum 8.1

## Sage Industrial AirRos Advanced Air Purification System



## 40YY SERIES

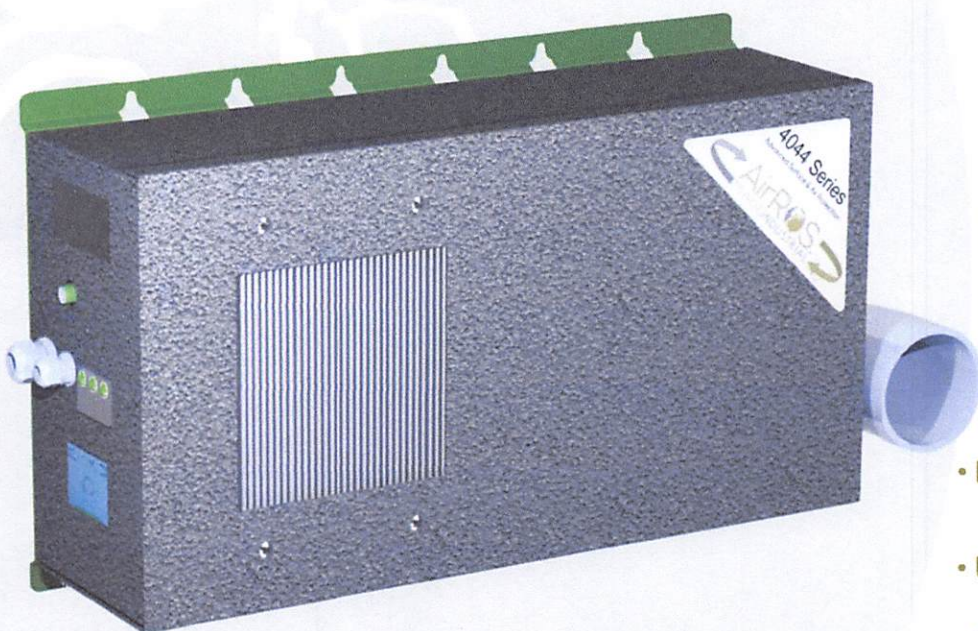
Advanced Purification System

4011, 4014, 4035, & 4037 Purifier Models

## 40ZZ SERIES

Advanced Purification System

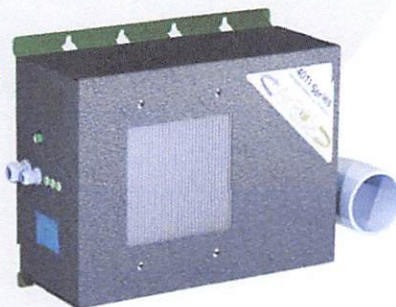
4022, 4028, 4044, & 4050 Purifier Models



- Plug and play installation and activation
- Ultra-Low Energy efficiency <1.25Amps (150w 120V 1PH)
- Touch screen controller
- Dynamic monitoring control with internal/external controller and sensor
- Easy maintenance
- Logging available for reporting
- Portable Option

### How it Works:

Existing Air  
(Containing Microorganisms)



ROS  
(Reactive Oxygen Species)

The sanitized air that comes out of the purifier enters the environment and continues to sanitize ALL surfaces it contacts.

AirROS purifiers utilize electricity and create ROS. The highly-reactive ROS inside the purifier DESTROYS Molds, Pathogens, Viruses, and Odors as they pass through the chamber.

# 40YY & 40ZZ Series Surface & Air Purifiers will sanitize indoor air & surfaces in rooms 1,100-50,000 cubic feet using less than 1.25Amps (150 watts)

## ► Model Number

4011	11,000 ft <sup>3</sup> *	4022	22,000 ft <sup>3</sup> *
4014	14,000 ft <sup>3</sup> *	4028	28,000 ft <sup>3</sup> *
4035	35,000 ft <sup>3</sup> *	4044	44,000 ft <sup>3</sup> *
4037	37,000 ft <sup>3</sup> *	4050	50,000 ft <sup>3</sup> *

- C Controller - Touch Screen Controller
- S Sensor - Ozone †
- P Portable - Handle/feet
- I Internal Controller option
- T Transparent Controller Lid w/ SS Latch
- R Remote Sensor option

† Internal or External sensor required for dynamic control

\* Actual Capacity depends on Oxygen level, Temp, and Commodity factors

## ► Benefits:

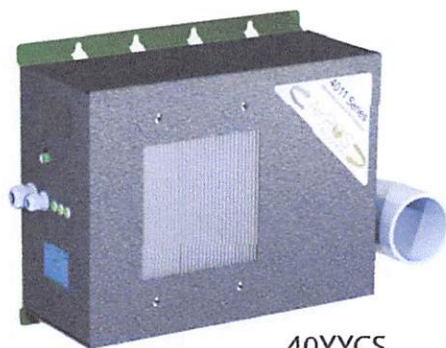
- Destroys Mold, Bacteria, Yeast, Pathogens, & Viruses
- Eliminates/neutralizes Odor
- Organic no-chemicals added
- Reduces cross-contamination
- Ultra-low power consumption

### Example Configurations:

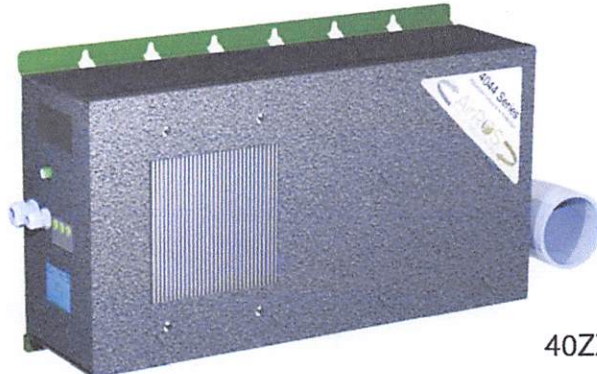
4037CS  
4037C-P  
4044/4000CSI  
4050/4000CIT/4000S

Standard Wall mount

4inch (4.5"OD) PVC Sch40 Output



40YYCS



40ZZCS



4000CSI  
4000S



4000CITR

## 40YY SERIES

## 40ZZ SERIES

## 4000C SERIES

Model	Capacity ft <sup>3</sup>	Dimensions	Amps	Watts
4011	11,000	24w x 17h x 9d	0.70	84.0
4014	14,000	24w x 17h x 9d	0.68	81.6
4035	35,000	24w x 17h x 9d	1.10	132
4037	37,000	24w x 17h x 9d	1.09	131
4022	22,000	34w x 17h x 9d	0.80	96.0
4028	28,000	34w x 17h x 9d	0.76	91.2
4044	44,000	34w x 17h x 9d	1.20	144
4050	50,000	34w x 17h x 9d	1.17	141
-C			+0.02	+2.4
-S			+0.03	+3.6

Model	Description	Dimensions	Additional Amps	Additional Watts
4000C(TR)	Touch Controller	6w x 6h x 4d	0.02	2.4
4000S	Sensor	6w x 6h x 4d	0.03	3.6



PROUDLY MADE IN THE USA



1865 Herndon Ave. Ste. K126 | Clovis, CA 93611  
T 855.201.SAGE | www.SAGEINDUSTRIAL.com

10-UP-2013#4  
4/22/2022

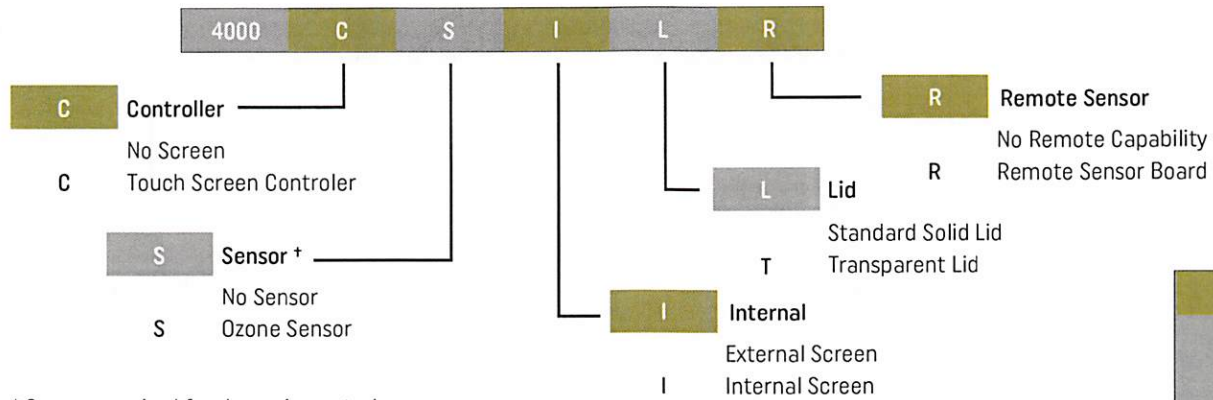


## 4000C SERIES Advanced Purification System 4000 Controller Models



- Simple installation
- Touch screen controller
- Dynamic or Manual Control
- Solid or Transparent Lid
- Purifier provides power to controller - No Electrical needed.
- Logging available for reporting
- Locking Latch option

## ► Part Number



+ Sensor required for dynamic control

Examples:
4000CSI
4000CITR/4000S
4000CSIT
4000CIT



4000C



4000CS



4000CSI



4000CITR



4000CSIT



4000S

Model	Controller	Sensor	Dimensions	Lid	Remote
4000C	External	No	6w x 6h x 6d	Solid	No
4000CI	Internal	No	6w x 6h x 6d	Solid Locking Latch	No
4000CIT	Internal	No	6w x 6h x 6d	Transparent Locking Latch	No
4000CS	External	Yes	6w x 6h x 6d	Solid	No
4000CSI	Internal	Yes	6w x 6h x 6d	Solid Locking Latch	No
4000CSIT	Internal	Yes	6w x 6h x 6d	Transparent Locking Latch	No
4000CIR*	Internal	4000S Required	6w x 6h x 6d	Solid Locking Latch	Yes
4000CITR*	Internal	4000S Required	6w x 6h x 6d	Transparent Locking Latch	Yes
4000S	Requires 4000CIR or 4000CITR	Yes	6w x 6h x 6d	Solid	Yes

Model	Description	Dimensions	Additional Amps	Additional Watts
C	Touch Controller	6w x 6h x 4d	0.02	2.4
CS	Touch Controller and Sensor	6w x 6h x 4d	0.05	6.0



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10-UP-2013#4  
4/22/2022

# Addendum 8.2

## ProGuard Defender DXB Proactive Air Sanitation System

# Defender DXB 100 with BPI

**Defender DXB 100** has been designed and engineered to deliver sanitization that is proven to reduce & eradicate surface and airborne pathogens for high load environments in Cannabis Cultivation Centers using the **ProGuard Sanitization Technology**.

**Defender DXB 100** is easy to install and maintain as it operates 24/7 in Cannabis facilities.

**ProGuard Sanitization** has been tested and validated by reputable labs across the world to ensure safety and effectiveness in reducing mold, mildew, bacteria, viruses, voc's and other dangerous pathogens.

**Applications Include: Indoor Grow Rooms, Greenhouses, Dry Rooms, and More.**

## Specifications

- Weight of Unit: 6.5 lbs.
- Dimensions (H x L x D):  
11.69" x 13.44" x 3.5"
- Electrical Input:  
100-240V – 50/60Hz
- Electrical Output: 12VDC 3A
- Power Consumption:  
Running 14W - 21W
- Warranty: 2 Years



Gary Mancini  
858.382.1933

Mike D'Ambra  
858.231.8484

[www.Innovative-Solutions.org](http://www.Innovative-Solutions.org)  
 [innovativesolutions4mmj](https://www.instagram.com/innovativesolutions4mmj)

# Defender DXB 50 with BPI

**Defender DXB 50** has been designed and engineered to deliver sanitization that is proven to reduce & eradicate surface and airborne pathogens for low load environments in Cannabis Cultivation Centers using the **ProGuard Sanitization Technology**.

**Defender DXB 50** is easy to install and maintain as it operates 24/7 in Cannabis facilities.

**ProGuard Sanitization** has been tested and validated by reputable labs across the world to ensure safety and effectiveness in reducing mold, mildew, bacteria, viruses, voc's and other dangerous pathogens.

**Applications Include:** Designed for low load areas including Trim, Packaging, Hallways, Changing Rooms, etc.

## Specifications

- Weight of Unit: 6.5 lbs.
- Dimensions (H x L x D):  
11.69" x 13.44" x 3.5"
- Electrical Input:  
100-240V – 50/60Hz
- Electrical Output: 12VDC 3A
- Power Consumption:  
Running 14W - 21W
- Warranty: 2 Years



# Addendum 8.3

## Can-Filter Activated Carbon System



Home > Filters > Can-Filter 150 Without Flange 1260 CFM

# Can-Filter 150 Without Flange 1260 CFM

SKU: 700644



**The best performing carbon filters on the market.**

## At a Glance

Each Original Can-Filter uses our thickest granular-carbon packed-bed design to deliver the best performing Can-Filter on the market. Even with the industry's thickest 2.5 in carbon bed, the Can Original maintains minimal pressure drops. This hefty granular carbon bed effectively makes the Can Original a massive sponge, soaking up VOCs and capable of holding massive amounts of contaminant. The Original Can-Filter® is designed for the control of VOCs (paint fumes, hydrocarbons, etc.), odors, and other gaseous contaminants. Rated at a conservative 0.1 sec contact time, the Original Can-Filter® provides excellent

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- Made in North America
- 7 sizes from 33-150cm, largest in industry
- You pick the flange that's right for you
- Low pressure drop even on smaller sizes
- Granular carbon delivers the cleanest filter available
- 2.5" Carbon bed, thickest in industry
- Flange comes separate to fit a wide range of fans and applications

CAN-FILTER

FILTERS

## TECHNICAL DATA RECOMMENDED FANS

**Max Exhaust CFM:** 1260 CFM / 2100 m<sup>3</sup>h @ 0.1 sec contact time

**Max Recirculating (Scrubbing) CFM:** 2520 CFM / 4200 m<sup>3</sup>h

**Recommended Min Airflow:** 630 CFM / 1056 m<sup>3</sup>/h

**Pre-filter:** Yes

**Flange:** 10", 12", 14"

**Dimensions:** (with pre-filter)

**Outside Diameter:** 42cm / 16.5"

**Height:** 150cm / 60"

**Carbon Bed Depth:** 6.5cm / 2.56"

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Can-Fan 10" HO

---

Pro-Series 8" (speed 1, 2, 3)

---

Max-Fan 8" HO (speed 1, 2, 3)

---

Max-Fan 10"

---

Q-Max 10" (speed 1, 2, 3)

---

Can-Fan 12" HO

---

Max-Fan 14"

**Call us:**

**(888) 478-6544**

**Fax:**

**(888) 478-6555**

**[contact@canfilters.com](mailto:contact@canfilters.com)**

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# Addendum 8.4

## Can-Fan Fan System

# Can-Fan Max-Fan 12" 1708 CFM

SKU: 736835



## At a Glance

The Max-Fan® is the first fan that has been developed with a Computational Fluid Dynamics (CFD) program. CFDs are used for engineering aircraft propulsion engines. The perfectly designed 3D blades of the impeller and stator make this fan extremely powerful and energy efficient. Compared with other inline fans, the efficiency is 50%-100% higher. 6" – 14" come pre-wired with an 8 ft 120 V power cord. Can-Fan® bring its innovation to market and sets a new standard for performance. The Max-Fan® is a more powerful and efficient fan that takes less energy to run.

## Details

- Manufactured in Germany
- Extremely energy efficient

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- Lower operational cost than traditional centrifugal fans
- Easy installation
- 5-year warranty
- Available in sizes from 6" – 28"
- Built-in 3-speed controller *\*not available on all models*

FANS

MAX-FAN

## TECHNICAL DATA RECOMMENDED FILTERS

**CFM:** 1708 at 0wg

**RPM:** 3374

**Max Watts:** 489

**Amps:** 4.1 @ 120v AC 60 Hz

**Diameter:** 12"

**Length:** 12.125"

**Blade Design:** Mixed Flow

**Housing:** Galvanized

**Inlet/Outlet:** 12"

**Exhaust:**

Can-Lite 14x50 XL

**Recirculating:**

Can 75

Can 100

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# Addendum 8.5

## Merv Filter Systems



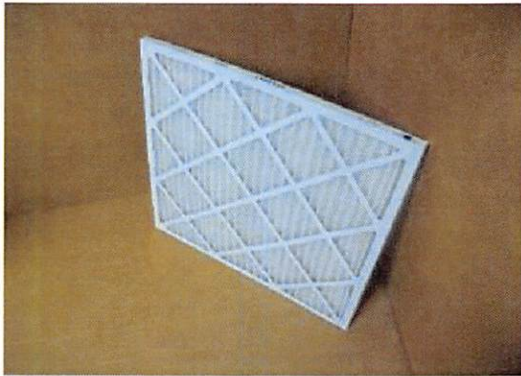
# FILTERSFAST.COM

Filter. Purify. Protect.

## Air Filter – MERV 13 – Specification Data Sheet

### Filter Description

Filter Model	MERV 13
Part Number	PF13.012424
Generic Filter Type	Pleated
Nominal Dimensions (H x W x D)	24" x 24" x 1"
Pocket / Pleat Quantity	30 Pleats
Media Type	TB90
Est. Gross Media Area	8.80 Ft <sup>2</sup>
Adhesive Type	N/A



**Test Conditions**

Loading Dust Type	NA	Test Air Temp (degrees F.)	73
Barometric Pressure (In. Hg.)	29.47	Relative Humidity (%)	39

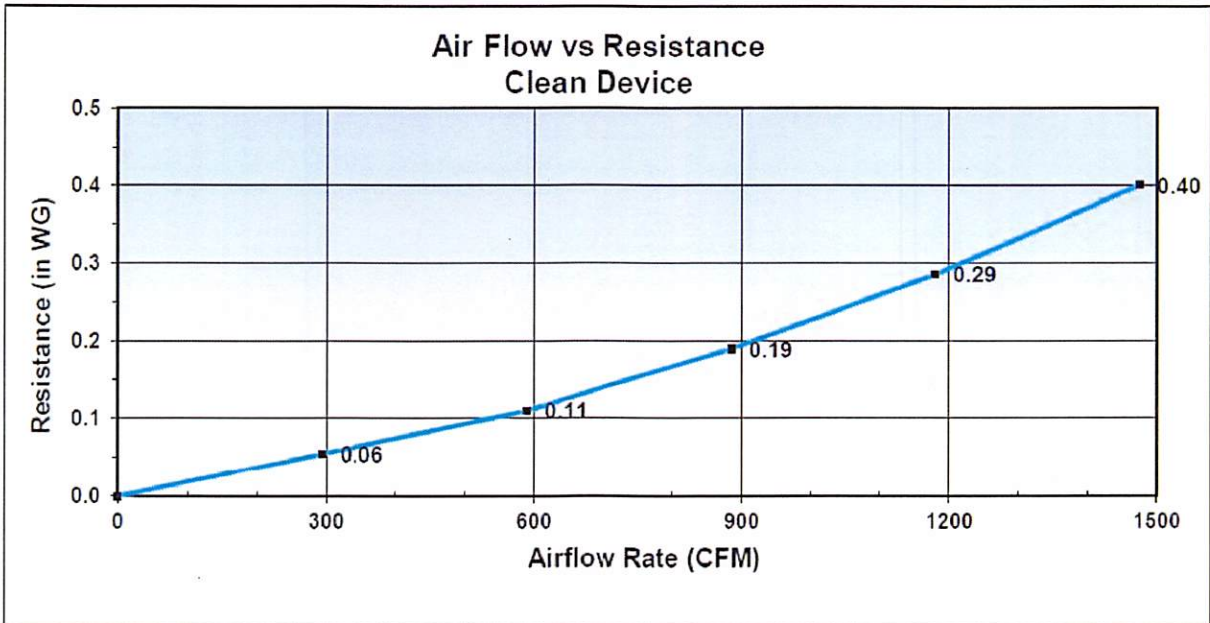
**Test Results**

Airflow Rate (CFM)	1180
Nominal Face Velocity (fpm)	295
Initial Resistance (in WG)	0.29
E1 (%) Initial Efficiency 0.30 - 1.0 um	63
E2 (%) Initial Efficiency 1.0 - 3.0 um	90
E3 (%) Initial Efficiency 3.0 - 10.0 um	95
Estimated * Minimum Efficiency Reporting Value (MERV) * If initial data is minimum	MERV 13 @ 1180 CFM

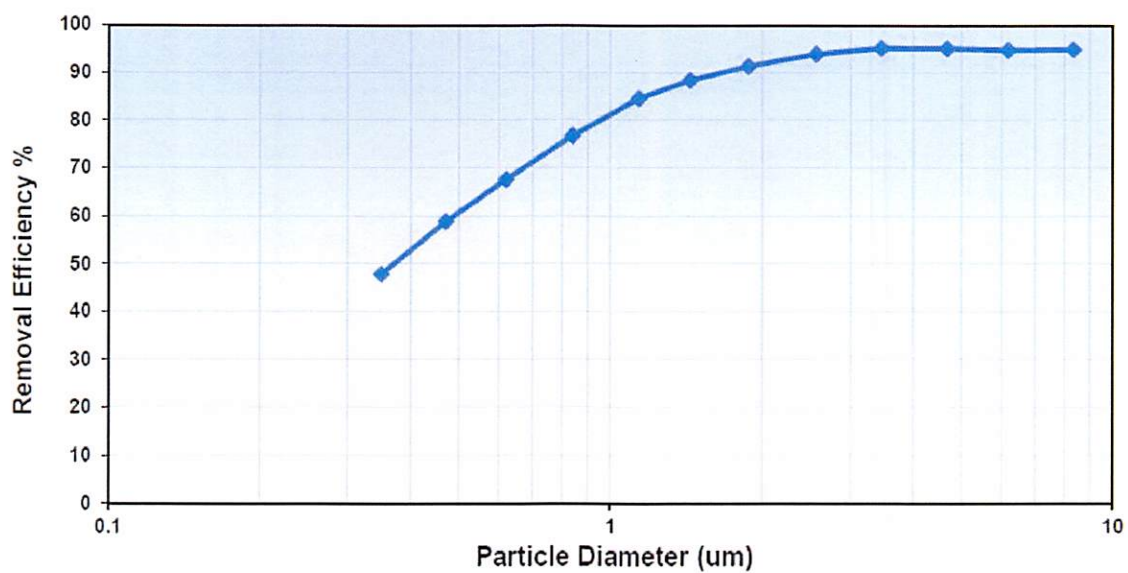
**Comments** Tested For: Filtration Products Supply

Test Performed by: JPS

Approved By:



### Initial Particle Size Removal Efficiency



### Data - Initial Resistance

Airflow (CFM)	Resistance (in WG)
0	0.00
295	0.06
590	0.11
885	0.19
1180	0.29
1475	0.40

### Data - Particle Removal Efficiency

Particle Size Range (um)	Geometric Mean Diam (um)	Initial Particle Removal Efficiency (%)
0.30 - 0.40	0.35	47.8
0.40 - 0.55	0.47	58.9
0.55 - 0.70	0.62	67.6
0.70 - 1.00	0.84	76.7
1.00 - 1.30	1.14	84.6
1.30 - 1.60	1.44	88.3
1.60 - 2.20	1.88	91.3
2.20 - 3.00	2.57	93.9
3.00 - 4.00	3.46	95.2
4.00 - 5.50	4.69	95.1
5.50 - 7.00	6.20	94.8
7.00 - 10.00	8.37	94.8

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