

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting
August 9, 2022
Agenda

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, August 9, 2022, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the Agenda for your consideration:

REGULAR CITY COMMISSION MEETING – 7:30 P.M.

1. **Meeting Called to Order.**
2. **Pledge of Allegiance.**
3. **Roll Call.**
4. **PUBLIC DISCUSSION – items not on the Agenda.**
5. **Governmental Reports.**
6. **City Commission Liaison Reports.**
 - **Commissioner Budnik – Recreation Commission.**
 - **Commissioner Lenko – Ferndale Public Schools.**
 - **Commissioner Perry – Planning/DDA.**
 - **Commissioner Schmier – Historical Commission.**
7. **Consent Agenda.**

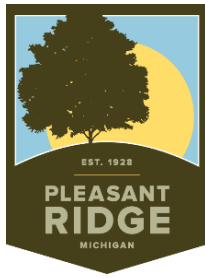
All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

 - a. Minutes of the Public Hearing and Regular City Commission Meeting held Tuesday, July 12, 2022.
 - b. Monthly Disbursement Report.
 - c. Agreement between the City of Pleasant Ridge and the Michigan Department of Transportation (MDOT) regarding bicycle lane construction.
8. **Skymint Marijuana License Application.**
9. **Cork Liquor License discussion.**
10. **Drive-Through Moratorium.**
11. **City Manager's Report.**

12. **Other Business.**

13. **Adjournment.**

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



City of Pleasant Ridge
 23925 Woodward Avenue
 Pleasant Ridge, Michigan 48069

City Commission Meeting July 12, 2022

Having been duly publicized, Mayor Scott called the meeting to order at 7:30pm.

Present: Commissioners Budnik, Lenko, Perry Schmier, Mayor Scott.
 Also Present: City Manager Breuckman, City Attorney Need, City Clerk Allison.
 Absent: None.

Public Discussion

None.

Governmental Reports

Chief Theresa Robinson, Ferndale Fire Department, discussed safety during severe weather months.

Chief Kevin Nowak, Pleasant Ridge Police Department, reminded residents to lock their car doors at night.

City Commission Liaison Reports

Commissioner Schmier – Historical Commission. No meeting held since last meeting. Discussed museum opening times, pewabic tile sales, and the DIA inside out application.

Commissioner Budnik – Recreation Commission. July is parks and recreation month, activities related to the Recreation Department and Pool. Next meeting July 27th Ridgers available now online and have been mailed to properties.

Commissioner Lenko – Ferndale Public Schools. July 27th meet the superintendent event will be held. School Board Meetings are available on YouTube and online.

Commissioner Perry – Planning/DDA. No meeting. Next meeting July 25th. Breuckman gave Woodward Streetscape update, including SEMGOG grant funding update – looking to rebid on the fall.

Consent Agenda

22-3569

Motion by Commissioner Perry, second by Commissioner Budnik, that the Consent Agenda be approved.

Adopted: Yeas: Commissioners Perry, Budnik, Lenko, Schmier, Mayor Scott.
 Nays: None.

Cork Liquor License Discussion

22-3570

Motion by Commissioner Perry, second by Commissioner Schmier, that City Commission postpone agenda item 8, Cork liquor license discussion, until a later date when the requesting party is available.

Adopted: Yeas: Commissioners Perry, Schmier, Budnik, Lenko, Mayor Scott.
 Nays: None.

City Manager's Report

Woodward Heights Traffic events, walkthrough with consultants Wednesday, July 13th, 4pm and 6pm geared towards Woodward Heights residents, but all are welcome. Thursday, July 14th at 6pm public meeting at Iron Ridge (404 E 10 Mile), all are welcome. Survey closing July 15th, all residents are encouraged to take the survey.

Other Business

Allison discussed the upcoming August 2 Primary Election and the absentee ballot process.

With no further business or discussion, Mayor Scott adjourned the meeting at 7:47pm.

Mayor Bret Scott

Amy M. Allison, City Clerk

July 2022

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	15,673.99
ACCOUNTS PAYABLE	\$	644,558.65
TAX LIABILITIES	\$	843,250.82

TOTAL	\$	1,503,483.46
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PAYROLL

July 13, 2022	\$	88,742.16
July 27, 2022	\$	66,743.31

TOTAL	\$	155,485.47
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CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
July 2022

PG 1

Check Date	Check	Vendor Name	Description	Amount
7/13/2022	6410500424	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 3,925.70
7/13/2022	6410500425	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 913.00
7/13/2022	6410500426	FOPLC	UNION DUES	\$ 240.00
7/13/2022	6410500427	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,844.80
7/13/2022	6410500428	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,592.17
7/27/2022	6410500429	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,633.34
7/27/2022	6410500430	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 660.30
7/27/2022	6410500431	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 952.05
7/27/2022	6410500432	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,912.63
TOTAL PAYROLL LIABILITIES				\$ 15,673.99

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
TAX LIABILITIES
July 2022

PG 2

Check Date	Check	Vendor Name	Description	Amount
07/27/2022	2896	CITY OF PLEASANT RIDGE-DDA	2022 TAX COLLECTIONS	\$ 14,583.93
07/27/2022	2897	CITY OF PLEASANT RIDGE-TAXES	2022 TAX COLLECTIONS	\$ 389,133.09
07/27/2022	2898	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	\$ 181,995.31
07/27/2022	2899	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	\$ 257,538.49
TOTAL TAX LIABILITIES				<u>\$ 843,250.82</u>

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
July 14, 2022

PG 3

Check Date	Check	Vendor Name	Description	Amount
07/14/2022	25465	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATION	\$ 1,332.19
07/14/2022	25466	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES-JUNE 2022	\$ 863.50
07/14/2022	25467	BADGER METER, INC.	WATER METER SUPPORT SERVICES	\$ 1,138.51
07/14/2022	25468	BEST CHOICE HOME SERVICES	JANITORIAL SERVICES RECREATION BUILDINGS	\$ 3,832.00
07/14/2022	25469	BLOOMFIELD SPORTS SHOP	RECREATION STAFF SUPPLIES	\$ 286.00
07/14/2022	25470	CHASE WARNER	REPLACEMENT CHECKS #1541-1542	\$ 435.98
07/14/2022	25471	CITY OF BERKLEY	EMERGENCY SERVICES DISPATCH AGREEMENT	\$ 9,750.00
07/14/2022	25472	CITY OF FERNDALE	INSPECTION SERVICES-JUNE 2022	\$ 3,731.25
07/14/2022	25473	CITY OF PLEASANT RIDGE-PETTY C.	PETTY CASH REPLENISHMENT	\$ 485.00
07/14/2022	25474	DELL MARKETING LP	PD VEHICLE EQUIPMENT PURCHASES	\$ 4,036.39
07/14/2022	25475	DETROIT EDISON COMPANY	STREETLIGHTING - JUNE 2022	\$ 3,781.47
07/14/2022	25476	EUGENE LUMBERG	PROSECUTION SERVICES-JUNE 2022	\$ 911.25
07/14/2022	25477	EXL.TERRA	GEPS INSTALLATION MEMORIAL PARK	\$ 6,094.00
07/14/2022	25478	G2 CONSULTING GROUP	ENGINEERING SERVICES	\$ 2,732.00
07/14/2022	25479	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE AGREEMENT	\$ 433.00
07/14/2022	25480	HART INTERCIVIC	MAINTENANCE AGREEMENT ELECTION EQUIPMENT	\$ 1,228.00
07/14/2022	25481	HUNT SIGN COMPANY, LTD	NO PARKING SIGNS	\$ 400.00
07/14/2022	25482	HURON VALLEY GUNS	PD OPERATING SUPPLIES	\$ 562.00
07/14/2022	25483	HYDROCOP	CROSS CONNECTION PROGRAM	\$ 125.00
07/14/2022	25484	MI MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE POLICY	\$ 69,507.00
07/14/2022	25485	MICHELLE DELACOURT	NEWSLETTER PUBLICATION DESIGN	\$ 520.00
07/14/2022	25486	MICHIGAN MUNICIPAL LEAGUE	QUARTERLY UNEMPLOYMENT CONTRIBUTIONS	\$ 32.90
07/14/2022	25487	MONIQUE HERZIG	RECREATION PROGRAM INSTRUCTOR	\$ 150.00
07/14/2022	25488	NUNEZ DESIGN	VOID CHECK	\$ -
07/14/2022	25489	OAKLAND COUNTY TACTICAL TRAINING CO	MEMBERSHIP DUES-PLEASANT RIDGE	\$ 250.00
07/14/2022	25490	OAKLAND COUNTY TREASURER	CLEMIS ACCESS FEES	\$ 2,393.50
07/14/2022	25491	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT - JUNE 2022	\$ 50,902.58
07/14/2022	25492	OAKLAND SCHOOLS	PRINTING AND MAILING SERVICES-JUNE 2022	\$ 1,919.60
07/14/2022	25493	OC WATER RESOURCES COMMISSIONER	DPW SERVICES-WATER & SEWER	\$ 84,252.36
07/14/2022	25494	OLIVES BLOOMBOX	RECREATION SUMMER PROGRAM FIELD TRIP	\$ 775.00
07/14/2022	25495	ROBERT RIED	UNIFORM REIMBURSEMENT-RIED	\$ 548.51
07/14/2022	25496	ROBERT RIED	CONFERENCE REIMBURSEMENT	\$ 613.26
07/14/2022	25497	ROYAL LAWN SPRINKLER SERVICE	SPRINKLER REPAIRS-130 ELM PARK	\$ 250.00
07/14/2022	25498	SCHIEER'S ACE HARDWARE	BUILDING, PARK AND DPW SUPPLIES	\$ 214.12
07/14/2022	25499	SLC METER SERVICE INC	WATER METER INSTALLATION SERVICES	\$ 109.64
07/14/2022	25500	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 9,927.00
07/14/2022	25501	SOCWA	WATER PURCHASES-JUNE 2022	\$ 23,493.61
07/14/2022	25502	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 982.90
07/14/2022	25503	TOWN & COUNTRY POOLS INC.	POOL CHEMICAL MAINTENANCE	\$ 918.50
07/14/2022	25504	TRINITY TRANSPORTATION	SUMMER PROGRAM TRANSPORTATION	\$ 525.00
07/14/2022	25505	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 228.56
07/14/2022	25506	VICTORIA DICKINSON	RECREATON PROGRAM INSTRUCTOR	\$ 1,296.00
07/14/2022	25507	WEX BANK	FUEL PURCHASES	\$ 1,501.82
07/14/2022	25508	WOODSIDE ATHLETIC CLUB	8 & UNDER MINI MEET - SWIM TEAM	\$ 135.00

TOTAL ACCOUNTS PAYABLE

\$ 293,604.40

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
July 27, 2022

PG 4

Check Date	Check	Vendor Name	Description	Amount
07/27/2022	25509	45TH DISTRICT COURT	TICKET EXPENSES-22PR01076-ZMICH	\$ 175.00
07/27/2022	25510	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 6,289.56
07/27/2022	25511	BRILAR	DPW SERVICES	\$ 43,340.75
07/27/2022	25512	CITY OF FERNDALE	FIRE PROTECTION AGREEMENT	\$ 21,381.72
07/27/2022	25513	CIVICPLUS LLC	ONLINE CODE SUPPORT FEE	\$ 250.00
07/27/2022	25514	COMMUNITY MEDIA NETWORK	MEETING BROADCAST AND RECORDING	\$ 750.00
07/27/2022	25515	CRANBROOK SWIM CLUB	2022 B FINALS	\$ 614.00
07/27/2022	25516	DAVID PONTES	RECREATION PROGRAM REFUND	\$ 65.00
07/27/2022	25517	FERNDALE PIZZA CO., INC.	SUMMER PROGRAM SUPPLIES	\$ 200.29
07/27/2022	25518	GREAT LAKES WATER AUTHORITY	IWG CHARGES-JUNE 2022	\$ 272.58
07/27/2022	25519	GREG CALBECK	POOL SUPPLY REIMBURSEMENT	\$ 106.00
07/27/2022	25520	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE AND REPAIRS	\$ 301.89
07/27/2022	25521	LEGAL SHIELD	PREPAID LEGAL EXPENSES	\$ 77.70
07/27/2022	25522	MICHAEL ABRAHAM	SWIM LESSONS REFUND	\$ 70.00
07/27/2022	25523	MISSIONSQUARE RETIREMENT	QUARTERLY PLAN FEE	\$ 250.00
07/27/2022	25524	NORTHWEST SUBURBAN SWIM LEAGUE	2022 A FINALS	\$ 535.00
07/27/2022	25525	O'REILY AUTO PARTS	PD VEHICLE MAINTENANCE	\$ 10.99
07/27/2022	25526	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 12,878.50
07/27/2022	25527	PROGRESSIVE IRRIGATION	PARK SPRINKLER MAINTENANCE AND REPAIR	\$ 1,413.71
07/27/2022	25528	RICH HEIDE	ADULT SWIM MEET CANCELLATION REFUND	\$ 10.00
07/27/2022	25529	SARA PLATT	SWIM TEAM REFUND	\$ 760.00
07/27/2022	25530	SHIFTSY BALLOON SHENANIGANS	RECREATION PROGRAM ENTERTAINMENT	\$ 120.00
07/27/2022	25531	SLC METER SERVICE INC	WATER METER INSTALLATION	\$ 913.40
07/27/2022	25532	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 9,392.76
07/27/2022	25533	SPECIAL OLYMPICS	2022 CANNON BALL CONTEST-PLEASANT RIDGE	\$ 860.00
07/27/2022	25534	STEVEN REID	ADULT SWIM MEET REFUND	\$ 10.00
07/27/2022	25535	TEPEL BROTHER PRINTING	RIDGER PRINTING AND MAILING	\$ 2,444.00
07/27/2022	25536	TRINITY TRANSPORTATION	CEDAR POINTE TRANSPORTATION	\$ 1,450.00
07/27/2022	25537	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 220.88
07/27/2022	25538	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 648.54
07/27/2022	25539	WEX BANK	FUEL PURCHASES	\$ 189.89
07/27/2022	25540	NUNEZ DESIGN	CITY HALL ENTRY LANDSCAPE DESIGN	\$ 4,200.00
06/14/2022	25419	ALLISON ALLOUCHE	RECREATION PROGRAM REFUND	\$ 17.00
06/14/2022	25420	AQUATIC SOURCE	POOL MAINTENANCE AND REPAIRS	\$ 9,394.86
06/14/2022	25421	BEST CHOICE HOME SERVICES	BUILDING MAINTENANCE/CLEANING	\$ 2,230.25
06/14/2022	25422	BLOOMFIELD SPORTS SHOP	SWIM TEAM AND SUMMER PROGRAM SUPPLIES	\$ 1,765.70
06/14/2022	25423	BRILAR	DPW SERVICES	\$ 81,119.40
06/14/2022	25424	CITY OF FERNDALE	INSPECTION SERVICES-MAY 2022	\$ 2,775.00
06/14/2022	25425	DETROIT EDISON COMPANY	STREETLIGHTING-MAY 2022	\$ 3,811.07
06/14/2022	25426	DOWNEY DOOR SERVICES LLC	BUILDING MAINTENANCE & REPAIRS-SHELTER	\$ 125.00
06/14/2022	25427	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE SERVICES	\$ 433.00
06/14/2022	25428	HUNT SIGN COMPANY, LTD	ROAD SIGN PURCHASES-NOISE ENFORCEMENT	\$ 451.00
06/14/2022	25429	HYDROCOP	CROSS CONNECTION CONTROL PROGRAM	\$ 125.00
06/14/2022	25430	INLAND WATERS	SEWER REHABILITATION PROGRAM	\$ 5,000.00
06/14/2022	25431	LEGAL SHIELD	PREPAID LEGAL SERVICES	\$ 77.70
06/14/2022	25432	MICHIGAN ASSOCIATION OF PLANNI	ASSOCIATION DUES-PLANNING	\$ 675.00
06/14/2022	25433	O'REILY AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$ 91.96
06/14/2022	25434	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT MAY 2022	\$ 50,902.58
06/14/2022	25435	SCHIEER'S ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	\$ 22.97
06/14/2022	25436	SOCWA	LEAD SERVICE LINE REPLACEMENT	\$ 10,386.64
06/14/2022	25437	SOLTMAN HEATING & COOLING	GENERATOR REPAIRS	\$ 258.00
06/14/2022	25438	THE HOWARD E NYHART COMPANY INC	AUDIT SERVICES - GASB 75	\$ 1,725.00
06/14/2022	25439	TODD TYLER	MILEAGE AND CONFERENCE EXPENSES	\$ 426.43
06/14/2022	25440	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 1,080.00
06/14/2022	25441	TOWN & COUNTRY POOLS INC	POOL MAINTENANCE	\$ 1,172.00
06/14/2022	25442	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 692.42
06/14/2022	25443	W-S CITY OF PLEASANT RIDGE	WATER PURCHASES	\$ 4,142.51
06/14/2022	25444	WETMORE TIRE AND AUTO	VEHICLE MAINTENANCE AND REPAIRS	\$ 152.00

TOTAL ACCOUNTS PAYABLE

\$ 289,254.65

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
July 2022

PG 5

Check Date	Check	Vendor Name	Description	Amount
07/01/2022	3286	HEALTH EQUITY	QUARTERLY HSA CONTRIBUTIONS	\$ 483.33
07/01/2022	3287	HEALTH EQUITY	QUARTERLY HSA CONTRIBUTIONS	\$ 5,600.00
07/11/2022	3285	MUNICIPAL EMP. RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	\$ 41,650.69
07/28/2022	3288	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 13,965.58
TOTAL ACCOUNTS PAYABLE				<u>\$ 61,699.60</u>



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: August 4, 2022
Re: MDOT Bicycle Lane Contract

Overview

Attached is a contract for the installation of improvements related to the Ferndale/Pleasant Ridge Woodward road diet and cycle track project. As noted in the contract, our local cost share of the \$3.363 million project is \$139,500. The remainder of the project is being funded by federal aid grants administered by SEMCOG and MDOT, and the City of Ferndale.

Background

Further details, including the layout plan for the project, are available online at:

www.cityofpleasantridge.org/woodward

The improvements in Pleasant Ridge are limited to pavement markings, concrete curbs to separate traffic from the bicycle lanes on Woodward, a few bollard delineators that will be installed on top of the concrete curbs, and wayfinding signs.

Our local \$139,500 cost share will come from our Act 51 funding received from the state. No local funding will be used for this project.

Requested Action

City Commission adoption of a resolution approving the attached contract and authorizing me to sign it.

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	TA 63051
Job Number	216402CON
Fed Project #	22A0756
Contract	22-5300

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PLEASANT RIDGE, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-1 (Woodward Avenue), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning hot mix asphalt repaving work along Highway M-1 (Woodward Avenue) from the Highway M-1 (Woodward Avenue) Service Drive split south of Highway M-102 (Eight Mile Road) to Millington Road; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-1 (Woodward Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Bicycle lane construction work along Highway M-1 (Woodward Avenue) from the south CITY limits northerly to Millington Road, including earthwork, embankment, aggregate base, drainage structure, turf establishment, sidewalk, parking lane paving, traffic signals, brick pavers, bollard and delineator installation, permanent signs, permanent bicycle counters, delineators, pavement markings, rain gardens, and joint repair work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$3,363,100; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the City of Ferndale and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

CITY	10.6%
CITY OF FERNDAL	89.4%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	FERNDAL'S SHARE	CITY'S SHARE
Construction	\$2,924,400	\$2,047,100	\$ 877,300	\$ 784,300	\$ 93,000
CE	\$ 438,700	\$ 0	\$ 438,700	\$ 392,200	\$ 46,500
TOTAL	\$3,363,100	\$2,047,100	\$1,316,000	\$1,176,500	\$139,500

*The City of Ferndale's share shall be addressed in the DEPARTMENT'S Contract 22-5286.

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall operate and maintain the sidewalks, sidewalk ramps, permanent bicycle counters, rain gardens, bicycle traffic signals, permanent pavement markings for parking lanes and bicycle lanes, bollards and delineators, parking lanes, wayfinding signing associated with the bicycle lanes, and the four foot buffer area between the parking lane and the bicycle lanes in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT. The CITY shall perform annual inspection of the rain gardens in the median of Highway M-1 (Woodward Avenue).

9. If, at any time in the future, the pavement for the parking lanes is required for trunkline purposes, the DEPARTMENT shall take over and use such extra width pavement without replacement of the facility or reimbursement to the VILLAGE.

10. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not

relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

11. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

12. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PLEASANT RIDGE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

James Breuckman

From: Thompson, Deirdre (MDOT) <THOMPSOND@michigan.gov>
Sent: Tuesday, July 26, 2022 10:36 AM
To: James Breuckman
Subject: MDOT Contract 22-5300 for Review, Approval and Signature
Attachments: 216402_22-5300.pdf

RE: Contract Number: 22-5300
Control Section: TA 63051
Job Number: 216402CON
Location: Bicycle lane along M-1 (Woodward Avenue from the south City limits to Mllington Road)

Attached is the subject contract between your organization and the Michigan Department of Transportation (MDOT).

If you have questions on the content of this contract, or revisions are required, please contact Deirdre Thompson, Governmental Trunkline Engineer at MDOT-TLAgreements@michigan.gov or 517-335 2265.

1. If this contract meets with your approval, secure the authorized signatures on the attached contract using DocuSign.
 - To apply for a digital signature user account and more information about DocuSign link to: https://www.michigan.gov/mdot/0,4616,7-151-9625_78316---,00.html
 - For DocuSign questions link to: MDOT-eSign@Michigan.gov
2. Prepare the certified resolution and attach it as a PDF File. The resolution should include:
 - The name of officials authorized to sign the contract.
 - The Contract Number 22-5300

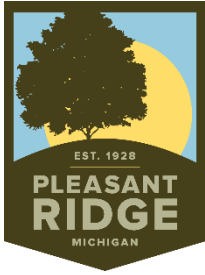
If you need an example of a resolution, please contact the MDOT Agreements Staff at MDOT-eAgreements@Michigan.gov.

Please attach the digitally signed contract and prepared resolution for MDOT Execution within 30 days from the date of this e-mail notification to MDOT-eAgreements@Michigan.gov.

An executed agreement is required before the construction contract will be awarded. Failure to execute in a timely manner may jeopardize construction contract award.

MDOT will e-mail a copy of the executed contract to your organization.

Thank you.
Deirdre Thompson



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: August 4, 2022
 Re: The District Park, LLC (Skymint) Marijuana License Application

Overview

The District Park LLC has applied for a marijuana facility license at 23622 Woodward Avenue. The application is for an adult-use retailer licensed under the Michigan Regulation and Taxation of Marijuana Act of 2018 (MRTMA), and a provisioning center licensed under the Michigan Medical Marihuana Act of 2008 (MMMA). The application is for a Skymint store. District Park LLC is part of a larger organization, Green Peak Industries, Inc. that operates at least 19 Skymint stores across the state.

The City has one remaining retailer/provisioning center license available.

Background

The applicant provided a revised application package including all information and documents required by the City's marijuana licensing ordinance.

A public review version of the application is attached to this agenda summary. The public review application redacts any personal information and protected or sensitive information such as operating plans and proprietary business information. The City Commission has had the opportunity to review the full application.

Following are specific items of note:

1. **Parking.** Parking and traffic impacts on Woodward are of notable concern given the location of the proposed facility. Upon request by City staff, the applicant commissioned two parking studies of comparable marijuana facilities in the area to determine an expected parking generation by the use. Both studies found that peak parking demand is expected to be 10 to 14 vehicles.

The property has a total of 26 on-site parking spaces, of which 22 are directly accessible from Woodward without requiring patrons to use the alley. The 26 on-site parking spaces exceed both ordinance requirements and expected peak parking demand.

The on-street parking spaces along Woodward are not included in the parking analysis, but will also be available for employees and customers of the store.

2. **Property Ownership and Parking.** The proposed marijuana facility is located at 23622 Woodward (the building also includes space at 23616 Woodward. Those addresses, along with 23634 and

23600 Woodward, are under a purchase contract by FL MI RE 22, LLC (hereafter referred to as FL MI). FL MI will then lease the building at 23616/23622 to The District Park, LLC for the marijuana facility. There is also a parking lease agreement for the marijuana facility to use 5 parking spaces from 23634 and 10 parking spaces from 23600.

3. **Traffic Impact.** The applicant has submitted a traffic impact analysis, which concluded that the proposed development is “expected to have minimal impact on the study area network.” The full traffic analysis is included in the agenda packet.
4. **Local Operations Management Agreement.** The operations agreement addresses the following:
 - a. *Curbside Sales.* Curbside sales are prohibited by agreement. Staff has discussed this with the applicant, and it was deemed prudent to avoid curbside sales to preclude any traffic circulation issues from impacting Woodward or nearby neighborhoods. It is agreed that the applicant and the City can reconsider curbside sales in the future.

Note that drive-through facilities are prohibited by the City’s Commercial Marijuana Facilities ordinance.
 - b. *Building and Parking Leases.* The City must receive notice if the building lease where the facility will be located, or if any of the parking leases terminate. If such termination occurs, the City may reconsider and potentially terminate the applicant’s license approval. Nothing precludes the City from reconsidering and allowing a lower number of leased parking spaces be attached to the license in the future after the facility operates and we gain experience with actual parking and traffic conditions at and near the site.
 - c. *Complaint Resolution.* The applicant agrees to address reasonable complaints in a timely manner.
 - d. *Additional Items.* Other items, if identified by the City Commission during your review of the application, can be added to the operations agreement as appropriate and necessary.

If approved the applicant can begin work on obtaining final site plan approval, building permits, and finalizing the licensing process through the State of Michigan. By ordinance, facilities must be operational no later than 6 months from the date the City operating license is granted.

Requested Action

City Commission consideration of the District Park LLC application for a marijuana retailer and provisioning center license to locate a Skymint store at 23622 Woodward Avenue.

REDACTED PUBLIC PACKET



CITY OF PLEASANT RIDGE
MARIHUANA FACILITY
LICENSE APPLICATION

APPLICANT: THE DISTRICT PARK LLC
LOCATION: 23622 AND 23616 WOODWARD AVE
PLEASANT RIDGE, MI 48069



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- 1. Marihuana Facility License Application**
- 2. Attachment A – Entity Documents**
- 3. Attachment B – State Application Status**
- 4. Attachment C – Distance to Nearest Residentially Zoned or Used Structure**
- 5. Attachment D – Property Ownership**
- 6. Attachment E – Owner/Applicant Information**
- 7. Attachment F – Marijuana Operations**
- 8. Attachment G – Regulatory History**
- 9. Attachment H – Tax Delinquency**
- 10. Attachment I – Other Pleasant Ridge Properties**
- 11. Attachment J – Insurance and Security**
- 12. Attachment K – Bankruptcy**
- 13. Attachment L – Capitalization**
- 14. Attachment M – Criminal History**
- 15. Attachment N – Regulatory Compliance**
- 16. Attachment O – Litigation**
- 17. Attachment P – Chemical Storage**
- 18. Attachment Q – Site Plan/Neighborhood Compatibility Plan**
- 19. Attachment R – Community Involvement**
- 20. Attachment S – Establishment Business Plan**



Marijuana Facility License Application

General Information & Instructions

- Use **blue** ink ONLY
- Must submit as single sided pages
- The City of Pleasant Ridge will not provide substantive advice, legal or otherwise, on any of its ordinances or items required for this application or any other application or information required by this form
- Applications must be submitted to the City Clerk's office
- Annual fees to apply shall be paid to the City treasurer, and made out to the City of Pleasant Ridge:
 - Non-refundable application fee of \$5,000 per license, and annually for each renewal application
 - Applicants who are licensed to operate a marijuana establishment shall pay a non-refundable annual inspection fee of \$4,000 upon approval by the City and annually at the time of each renewal.

Applicant: initial here to indicate your understanding of the general instructions and annual fee requirements:

Initial: JD

Proposed Entity Information

- | | | |
|---|--------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Trust | <input type="checkbox"/> Sole Proprietorship |

<u>The District Park, LLC</u>	<u>Skymint</u>
Entity Name (as it appears on official entity documents)	D/B/A (as used in conducting business of the entity)
<u>10070 Harvest Park Diamondale, MI 48821</u>	<u>82-4510308</u>
Entity physical location	FEIN/SSN
<u>10070 Harvest Park Diamondale, MI 48821</u>	<u>734-649-8541</u>
Entity mailing address	Entity telephone

Applicant Information/Contact Person for Application

<u>Jeffrey Donahue</u>	<u>10070 Harvest Park</u>	
Full Name	Mailing Address	
<u>Diamondale</u>	<u>MI</u>	<u>48821</u>
City	State	Zip
<u>734-649-8541</u>	<u>jdonahue@skymintbrands.com</u>	
Cell Phone Number	Telephone Number	Email Address
<u>Manager of The District Park LLC</u>		
Affiliation with Applicant	Attorney license number (if applicable)	CPA license number (if applicable)

23925 Woodward Ave, Pleasant Ridge, MI 48069
Phone: 248-541-2901 Fax: 248-541-2504

Proposed Location

23622 and 23616 Woodward Ave, Pleasant Ridge, MI 48069	C
Address of Proposed Location	Zoning Classification
2822 sq ft	2822 sq ft
Total square footage of building	Square footage to be used for marijuana operation(s)
Renovation and construction of existing buildings	
Describe your proposed work to the building (use as-is, renovate existing building, build new construction)	
201.33 ft	
Distance between the proposed building and the closest residentially used building in the City of Pleasant Ridge? Measure in a straight line between the closest point on the exterior of each building. Garages or accessory buildings do not count as residentially used buildings.	

License Information

Check all licenses you are applying for:

- | | | |
|--|---|---|
| <input type="checkbox"/> Microbusiness | <input checked="" type="checkbox"/> Retailer | <input checked="" type="checkbox"/> Provisioning Center |
| <input type="checkbox"/> Processor | <input type="checkbox"/> Safety Compliance Facility | <input type="checkbox"/> Secure Transporter |

Does the applicant have a pre-qualification from the Marijuana Regulatory Agency for all license types being applied for at the City of Pleasant Ridge?

☒ Yes ☐ No

Does this application also include the equivalent license type?

☒ Yes ☐ No

Does this application include stacked Class C licenses?

☐ Yes ☒ No

Does this application include co-located licenses?

☐ Yes ☒ No

Proposed hours of operation:

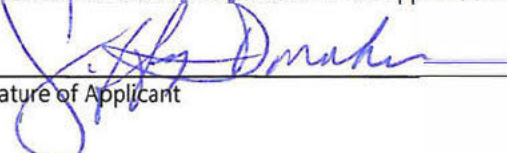
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open:	10:00am	10:00am	10:00am	10:00am	10:00am	10:00am	10:00am
Close:	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm	9:00pm

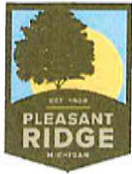
Attachments

Provide all required supplemental material as attachments to this application, as directed on the following pages.

Signature

I affirm that the information on this application form and all attachments are true to the best of my knowledge, information, and belief. I am authorized to execute this application on behalf of the entity listed above.

	Jeffrey Donahue	12/16/2024
Signature of Applicant	Printed Name	Date



Applicant Acknowledgements for a Marijuana City Operating License

All applicants identified and disclosed within this application for a city operating license and/or for a renewal application are required to initial and/or sign all acknowledgments and attestations as provided by the City of Pleasant Ridge, unaltered.

I, the applicant, Jeffrey Donahue, declare that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge familiarity with the City of Pleasant Ridge's Municipal Ordinances and hereby represent that I have knowledge of the contents in relation to the conduct of said business. Further, I acknowledge and agree to the following:

Applications submitted with altered acknowledgments and/or attestations shall not be reviewed. Should any applicant refuse to sign or initial the document(s) as provided by the City it will result in a denial for a city operating license.

Initial: JD

An applicant shall not utilize a City of Pleasant Ridge employee for notary services related to this application.

Initial: JD

I make no reliance on anything stated by City of Pleasant Ridge employees regarding the completeness of this application or any other communications not provided in writing.

Initial: JD

Amendments or supplementary information shall not be accepted after the applicant has submitted their application for a city operating license unless requested by the City of Pleasant Ridge.

Initial: JD

Failure to provide a complete application including its attachments, attestations, signatures, notarizations, initials, and/or the required fees may result in a denial of the application and/or renewal application.

Initial: JD

Compliance with the application requirements and/or zoning approval does not guarantee a city operating license for any proposed establishment.

Initial: JD

No refund of any sums of money paid to the City of Pleasant Ridge related to this application will be refunded to the applicant.

Initial: JD

Applicant acknowledges and understands that they will be held to all the property maintenance standards and requirements contained within the City of Pleasant Ridge Municipal Code.

Initial: JD

Applicant acknowledges that failure to provide the information and documentation required by this application may result in the denial of this application.

Initial: JD


Applicant understands that a city operating license may be revoked if the application for a marijuana establishment's certificate of compliance is denied or revoked by the Building Official.

Initial: JD

FOR RENEWALS:

All licensees applying for a renewal of their city operating license must supplement this application with updated information, if applicable, and/or upon request, at any time, by the City of Pleasant Ridge.

Initial: JD



Signature of Applicant

Jeffrey Donahue

Printed Name

12/16/2024

Date

ATTACHMENT A

Entity Documents

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

Article I

The name of the limited liability company is:

THE DISTRICT PARK LLC

Article II

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

Article III

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

PERPETUAL

Article IV

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

1. Agent Name: INCORP SERVICES, INC.

2. Street Address: 2285 S. MICHIGAN ROAD

Apt/Suite/Other:

City: EATON RAPIDS

State: MI Zip Code: 48827

3. Registered Office Mailing Address:

P.O. Box or Street Address: PO BOX 266

Apt/Suite/Other:

City: EATON RAPIDS

State: MI Zip Code: 48827

Signed this 2nd Day of February, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Olivia Gonzales	Organizer	

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

☐ Decline ☐ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

THE DISTRICT PARK LLC

ID Number: 802157875

received by electronic transmission on February 02, 2018 ***, is hereby endorsed.***

Filed on February 02, 2018 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of February, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

THE DISTRICT PARK LLC

ID Number: 802157875

to transact business under the assumed name of
SKYMINT - DISTRICT PARK

received by electronic transmission on January 17, 2020 ***, is hereby endorsed.***

Filed on January 22, 2020 ***, by the Administrator.***

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

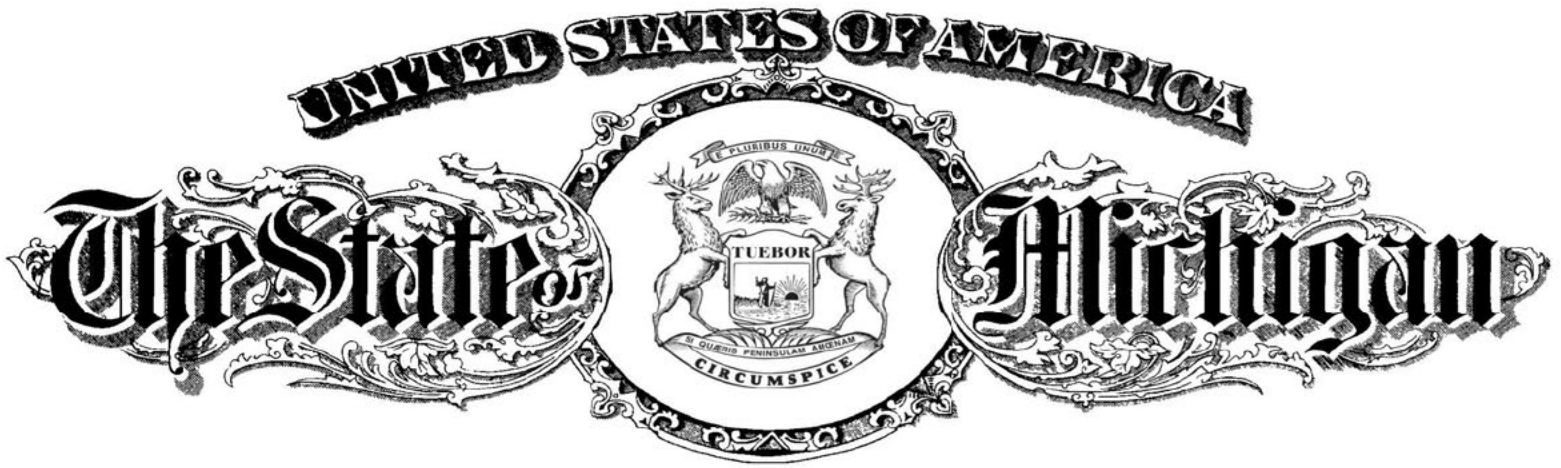
Expiration Date: December 31, 2025



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of January, 2020.

Linda Clegg

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

THE DISTRICT PARK LLC

was validly authorized on February 2, 2018, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY, and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

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

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



Sent by electronic transmission

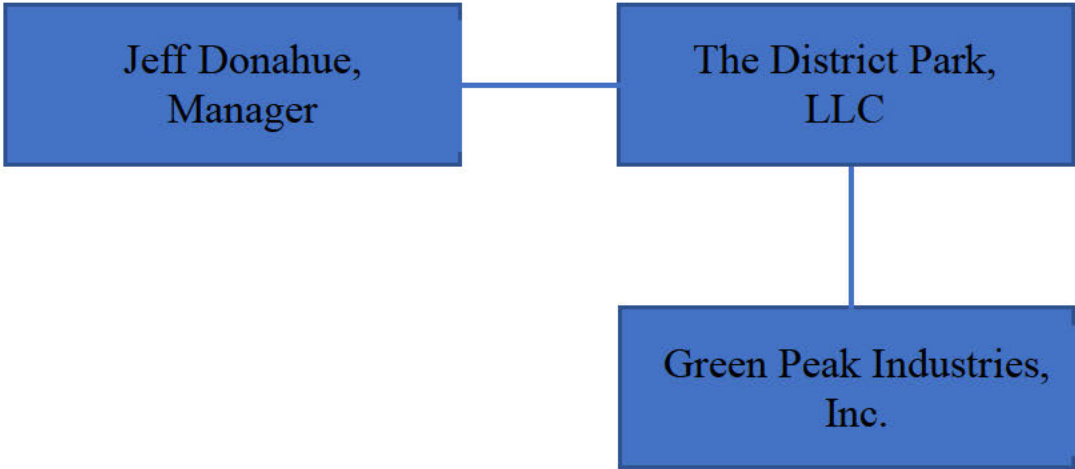
Certificate Number: 19127200310

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 5th day of December, 2019.

A handwritten signature in black ink, which appears to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

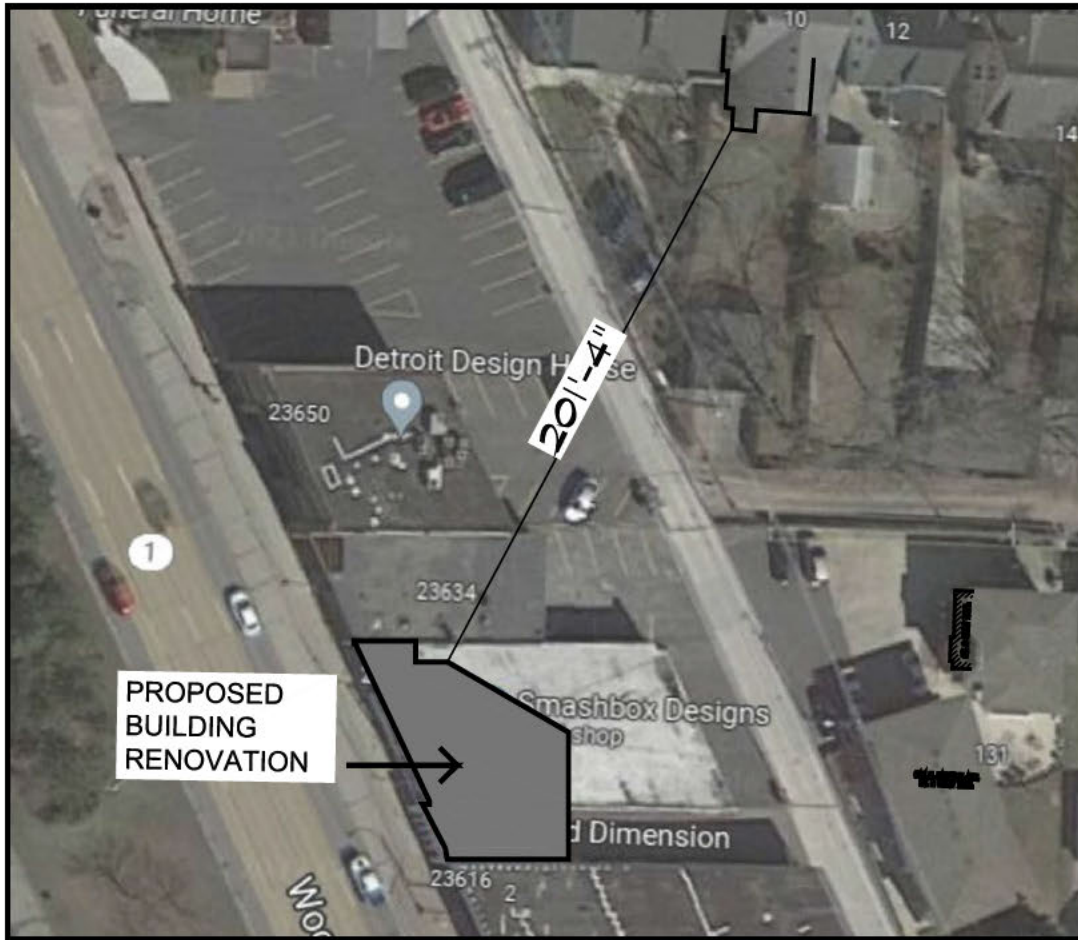


ATTACHMENT B

State Application Status

ATTACHMENT C

Distance to Nearest Residentially
Zoned or Used Structure



ATTACHMENT D

Property Ownership

THOMAS A. PEARLMAN
TRUSTEE OF THE THOMAS A. PEARLMAN REVOCABLE TRUST UAD JUNE 13, 2005

Statement of Authorization
Owner


October 14, 2021

RE: Written Authorization for Proposed Marihuana Facility at 23622 and 23616 Woodward Ave, Pleasant Ridge, MI 48069 (the "Property")

To the City of Pleasant Ridge (the "City"):

This letter is to confirm that Thomas A. Pearlman, Trustee of the Thomas A. Pearlman Revocable Trust UAD June 13, 2005, is the owner of record of the Property. The undersigned is a legally qualified representative of the entity and authorizes the use of the property for a marihuana facility.

Dated: 10/14/2021


Thomas A. Pearlman, Trustee of
the Thomas A. Pearlman Revocable
Trust UAD June 13, 2005

Subscribed and sworn to by Thomas Pearlman before me on the 14th day of
October, 2021.
Signature Kimberley M. Carlesimo
Printed name Kimberley M. Carlesimo
Notary public, State of Michigan, County of Oakland. My commission
expires June 4, 2025

KIMBERLEY M. CARLESIMO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 4, 2025
ACTING IN COUNTY OF

FL MI RE 22 LLC

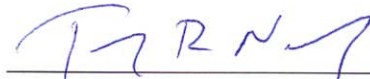
Statement of Authorization
Owner

RE: Written Authorization for Proposed Marihuana Facility at 23622 and 23616 Woodward Ave, Pleasant Ridge, MI 48069 (the "Property")

To the City of Pleasant Ridge (the "City"):

This letter is to confirm that FL MI RE 22 LLC is under contract, as buyer, to purchase the Property from the Thomas A. Pearlman Revocable Trust UAD June 13, 2005. The undersigned is a legally qualified representative of the entity and authorizes the use of the property for a marihuana facility.

Dated: 5-2-2022



Thomas Nafso
Member/Manager of FL MI RE 22
LLC

Subscribed and sworn to by Thomas Nafso before me on the Second day of MAY, 2022.

Signature Michael Wilfred Maher

Printed name MICHAEL Wilfred Maher

Notary public, State of Michigan, County of WAYNE. My commission expires June 20, 2025

ACTING IN THE COUNTY OF OAKLAND



ATTACHMENT E

Owner/Applicant Information

JEFF DONAHUE

Professional Experience

Green Peak Industries, LLC, General Counsel

2017-Present

A business planning and investment company seeking licenses and acquisitions to cultivate, process and sell Medical Marijuana under Michigan's Medical Marijuana Facilities Licensing Act.

- Provide executive management team with overall corporate strategy and implementation
- Involved in corporate structure, complex transactions, contract negotiations, internal governance policies and manage outside legal resources.

AliMac, LLC, Managing Director & Co-Founder

2017-Present

- Real estate development company formed to develop a large-scale medical marijuana industrial development in the Lansing, Michigan area

American Advisors Legal Plan, PLLC, Founder, President

2006 - Present

Law firm focusing on business law, acquisitions, estate planning and business consulting with an emphasis on business turn-around, restructure and business development in the distribution and manufacturing sectors.

- Conduct acquisitions, roll-ups and tuck-ins representing both the purchase and sale of business assets/stocks of multi-million dollar companies, including comprehensive business valuations and succession planning.
- Provide General Counsel for several companies including, but not limited to, general employment issues, tax consideration and contract review/drafting.

VanErmen Smith Products, Minority Owner

2012 - Present

Light industrial machining and product development firm.

- Act as Corporate Counsel by providing general legal advice, negotiating vendor agreements/business contracts and identifying/managing intellectual property rights.
- Oversee acquisition strategy, company budget and overall sales direction.

Hue Management Group, LLC, Managing Member

2006 - Present

Commercial real estate Company operating in both Michigan and Florida markets.

- Oversee operations, financing, leases and tenant relationships.

Foresight Group, President, CEO, Co-Founder

1996 - 2006

Privately owned printing and marketing company with services ranging from database management to full scale commercial printing and mailing.

- Orchestrated the acquisition and integration of two printing companies and an advertising agency to create full service advertising, printing and mailing company with 80 employees and \$8mm in revenue.
- Managed the direction of all financials, sales, marketing, acquisition strategies, general vision, direction and leadership of the organization.

Unisource Worldwide, Vice-President, General Manager

1988 - 1996

North America’s leading distributor of national and private-label products including commercial printing and business imaging papers, facility solutions and equipment, and packaging materials and equipment.

- Responsible for overall management of a \$35mm division with five direct reports.
- Involved in strategic mergers, division consolidations and new market growth.
- Developed business and marketing strategies to achieve overall corporate revenue goals.
- Orchestrated the integration/consolidation of Unisource’s largest competitor, creating a combined \$35mm division and effectively blended the operations, personnel and services together.

Education

Cooley Law School	Juris Doctorate
Saginaw Valley State University	B.B.A., Finance

Affiliation/Memberships

Licensed Attorney, Michigan	1988 - Present
State Bar of Michigan	1988 - Present

ATTACHMENT F

Marihuana Operations

SKYMINTTM

BRANDS

10/13/2021

The District Park, LLC – DBA Skymint Brands

The City of Pleasant Ridge

To Whom It May Concern,

Please note that The District Park, LLC currently has applied for one retail marijuana license (both medical and adult-use) within the State of Michigan and was approved for that retail location. That store is currently operating in Hazel Park, MI and is in good standing with both the State of Michigan as well as the City of Hazel Park. The District Park, LLC has not applied for any marijuana licenses outside the State of Michigan nor has The District Park, LLC been denied a marijuana application for any reason in any municipality, both within the State of Michigan and outside of the State.

Name of Business: Skymint Brands

Name of Entity Owning Business: The District Park, LLC

Business Address: 20940 John R Road, Hazel Park, MI, 48030

Owning Entity Address: PO Box 266, Eaton Rapids, MI, 48827


Owners of Entity: Green Peak Industries, INC

Dates of Operation: June 2018 - Present

License Type: Retailer

Summary of Profits and Losses for Past Three Years: See attached

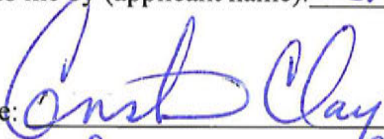
Signed,

 Jeff Donahue 10/15/2021
(Signature) (Printed Name) (Date)

Notary:

Subscribed and sworn to me by (applicant name): Jeff Donahue before me on (date): 10/15/2021

Notary Public Signature:



Notary Public Printed Name:

Constance Clay

Acting in the County of:

Washtenaw

My Commission Expires:

8/25/2024

CONSTANCE D. CLAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 25, 2024
ACTING IN COUNTY OF Washtenaw

ATTACHMENT G

Regulatory History
N/A to Applicant

ATTACHMENT H

Tax Delinquency
N/A to Applicant

ATTACHMENT I

Other Pleasant Ridge Properties
N/A to Applicant

ATTACHMENT J

Insurance and Security

ATTACHMENT K

Bankruptcy
N/A to Applicant

ATTACHMENT L

Capitalization

ATTACHMENT M

Criminal History
N/A to Applicant

Attachment N

Regulatory Compliance
N/A to Applicant

ATTACHMENT O

Litigation

ATTACHMENT P

Chemical Storage
N/A to Applicant

ATTACHMENT Q

Site Plan/Neighborhood Compatibility Plan



NEIGHBORHOOD COMPATIBILITY

COMPATIBILITY WITH SURROUNDING NEIGHBORHOOD

The District Park, LLC d/b/a Skymint (“District Park”) believes that the proposed marihuana facility will be very compatible in the City of Pleasant Ridge and have no negative effects on the surrounding area. The property is in the C zoning district and is surrounded by several commercial buildings. The proposed building is over 200 feet from the nearest residentially zoned or used structure. It would not interfere with any residential areas within the City of Pleasant Ridge.

The proposed location, 23622 and 23616 Woodward Ave, Pleasant Ridge, MI, will have no negative impact on anticipated traffic flow or the surrounding area. In anticipation of customers, District Park has submitted a site plan that outlines where the proposed customer and employee parking will be located. District Park currently estimates that the retailer facility, if approved, [REDACTED]

District Park projects the total capitalization investment to exceed \$2.2 million with [REDACTED]

[REDACTED] Please refer to the site plan submitted that details District Park’s proposed construction plans, lighting plans, and its proposed landscaping and other aesthetic improvements it will implement at the location. Our store features lumber construction with an interior build-out comprised of raw materials such as wood and concrete in a warm, airy, contemporary design. The only exterior signage will be the nameplate “Skymint” and there will be no exterior signage indicating marihuana in any way.

The facility is considered an urban infill project and features many other environmentally friendly designs. The interior finishes include reclaimed wood paneling behind the Point-of-Sale counter. The space will feature polished concrete floors, which are a durable and sustainable finish. Utilizing the polished slab also cuts down on added materials that would need to be replaced over time. Large windows increase the store’s use of daylighting and reduce the need for artificial levels of lighting during daytime hours. When artificial lighting is used, energy efficient LED lights will be installed to reduce our environmental impact. Lastly, Skymint will have specified WaterSense certified toilet fixtures in the restrooms.

EXISTING BUSINESSES AT PROPERTY

The leases for the current tenants of the property are expiring and the tenants do not plan to renew. District Park is therefore not proposing to replace an existing business as the property will be vacant upon the expiration of the current leases. It is District Park’s intention to redevelop the property—commercial space along the Woodward corridor—into a proposed marihuana facility rather than the property become vacant.

NON-MARIHUANA RELATED BUSINESS(ES)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SKYMINT™

BRANDS

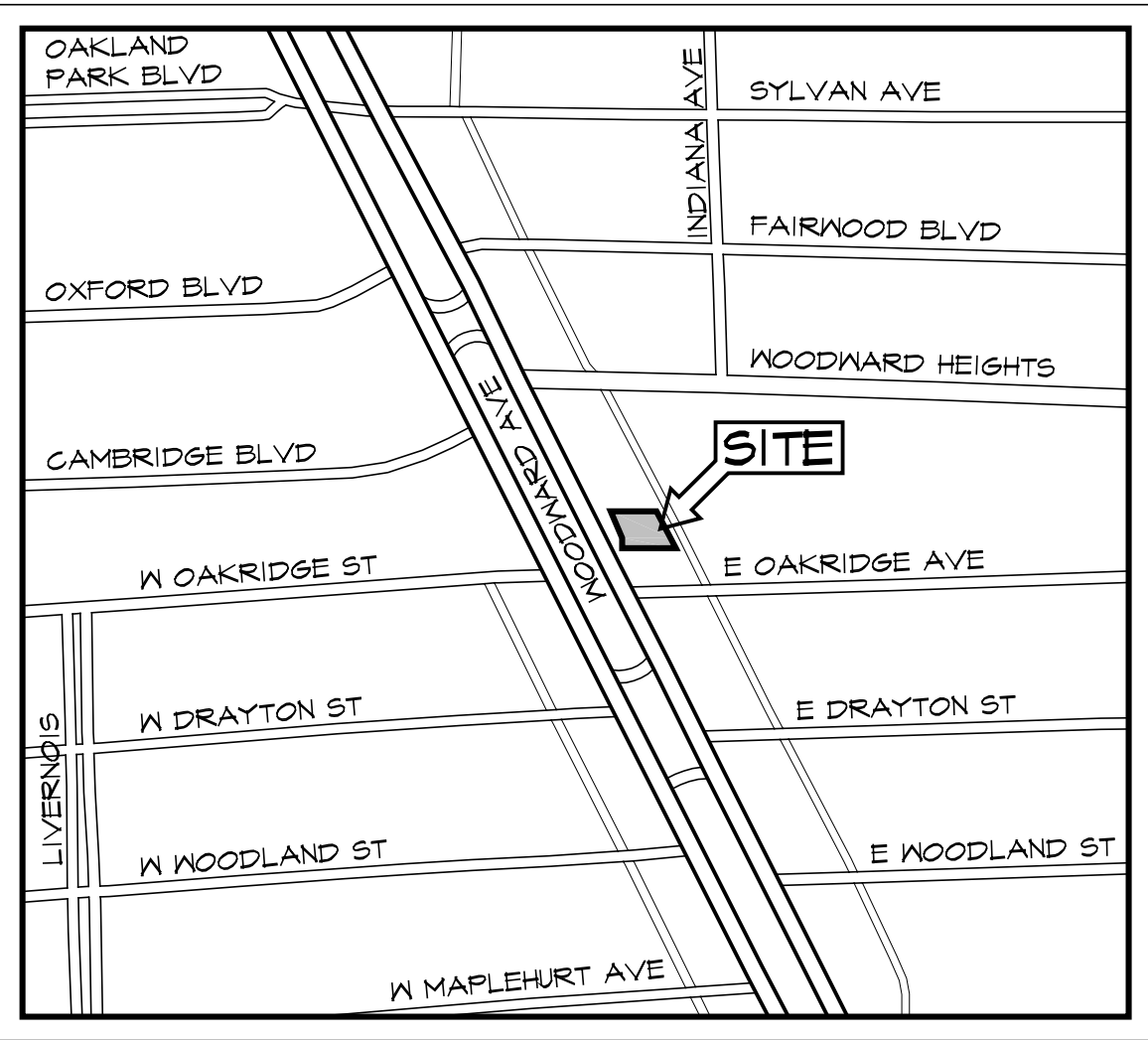
SITE PLAN

SKYMINT PROVISIONING CENTER

23622 WOODWARD AVE, PLEASANT RIDGE, MI 48069

ARCHITECT
STUDIO [INTRIGUE] ARCHITECTS, LLC
KENNETH L. JONES, II, AIA, NCARB
LICENSE # 1301054003 (EXP. 12/29/23)
1114 S. WASHINGTON AVE., #100
LANSING, MI 48910
517-372-8804 PHONE
517-372-8805 FAX
KENJ@STUDIOINTRIGUE.COM

CIVIL ENGINEER
SURVEY TECH
MAHER M. FAIK
3253 LYNHURST CT.
OAKLAND MI 48306
248-670-6556 PHONE
SURVEYLAND@ATT.NET



ARCHITECTURAL SHEET INDEX		
SHEET	SHEET DESCRIPTION	DATE
IX	SITE PLAN REVIEW	01/11/22
A-1	GRAPHIC FLOOR PLAN	01/11/22
A-3	GRAPHIC BUILDING ELEVATION	12/17/21
C-1	GRAPHIC PARKING SIGNAGE PLAN	05/03/22

CIVIL SHEET INDEX		
SHEET	SHEET DESCRIPTION	DATE
SP-1	EXISTING SITE SURVEY AND DEMOLITION	05/03/22
SP-2	GRAPHIC SITE PLAN, LANDSCAPE, AND PHOTOMETRIC PLAN	05/03/22
SP-3	SITE DETAILS AND BUFFER MAP	05/03/22
SP-4	STORM DETENTION CALCULATIONS	05/03/22

SITE PLAN APPROVAL

SITE PLAN APPROVAL

SITE PLAN APPROVAL

01/11/22

04/21/22

05/03/22

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ARCHITECTS

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Project Type

RENOVATION

Project

SKYMINT
PROVISIONING CENTER

23622 WOODWARD AVE.
PLEASANT RIDGE, MI 48069

Client

THE
DISTRICT PARK
LLC

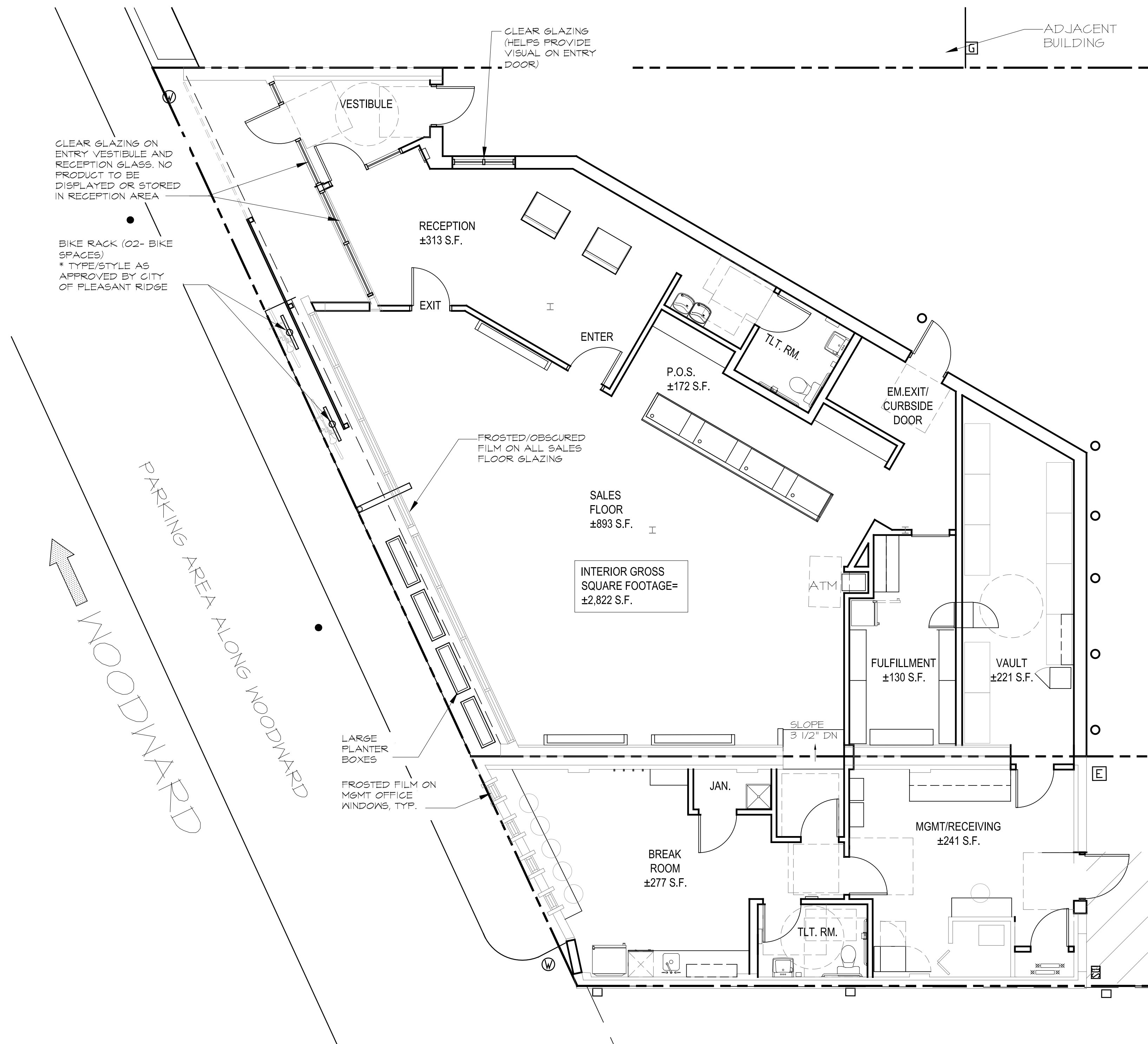
Copyright 2022 Studio [intrigue] Architects, LLC

Project Number

21.143

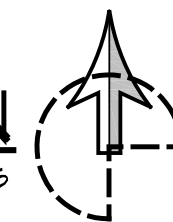
Sheet

IX



PRELIMINARY FLOOR PLAN

3/16"=1'-0" @ 24x36



PRELIMINARY
NOT FOR
CONSTRUCTION

FOR ILLUSTRATIVE PURPOSES ONLY.
THESE DRAWINGS ARE TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED AS A BASIS FOR CONSTRUCTION OR ALTERATIONS.
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SITE PLAN APPROVAL
01/11/22

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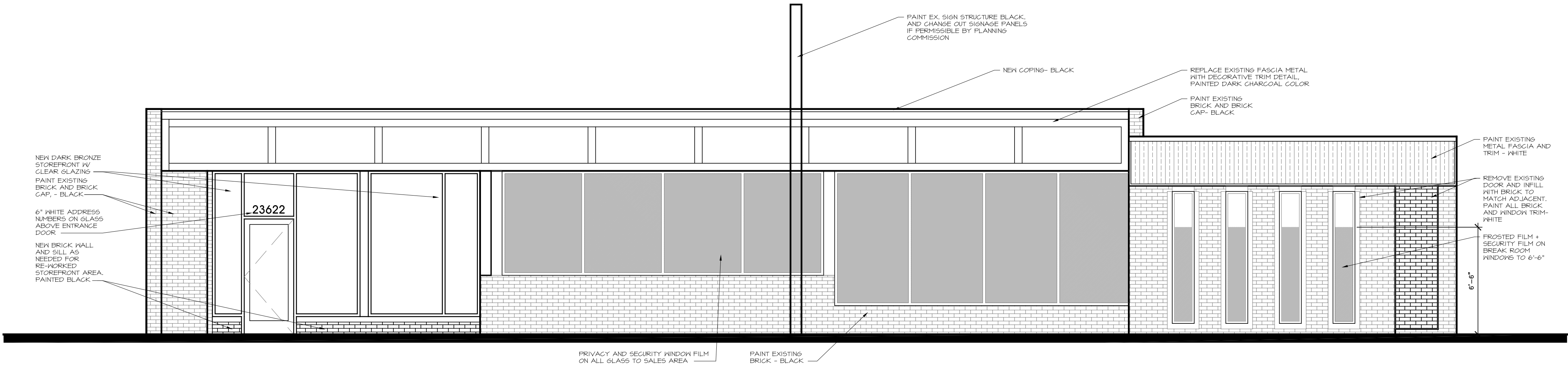
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[intrigue]
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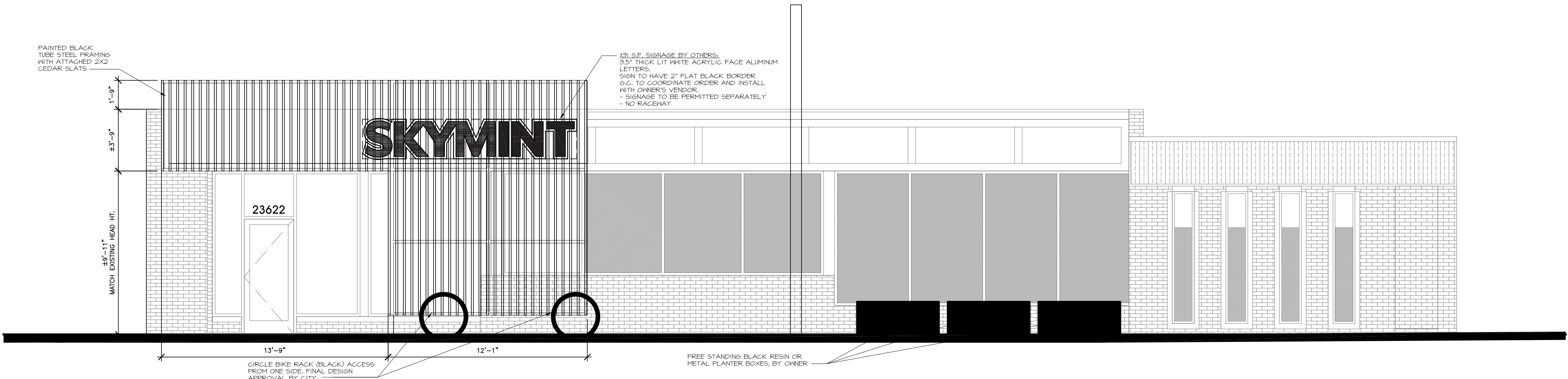
Project Type RENOVATION
Project SKYMINT PROVISIONING CENTER 23622 WOODWARD AVE. PLEASANT RIDGE, MI 48069
Client THE DISTRICT PARK LLC

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Project Number 21.143
Sheet A-1



WEST FACADE
1/4"=1'-0"



WEST FACADE DESIGN ACCENT LAYER
1/4"=1'-0"

BUILDING WALL SIGNAGE

ALLOWABLE WALL SIGNAGE:
A MAXIMUM AREA OF SIGN: FIFTEEN (15) PER CENT OF BUILDING FACADE AREA UPON WHICH THE SIGN IS PLACED, NOT TO EXCEED TWO HUNDRED (200) SQUARE FEET MAXIMUM (MAXIMUM AREA OF SIGNS TO INCLUDE THE SUM OF THE BUILDING FACADE AREA OF ALL WALL SIGNS PER FRONTAGE).

WEST ELEVATION=21054 SQUARE FT X.15 = 158.1 S.F. ALLOWABLE WALL SIGN

PROPOSED BUILDING WALL SIGNAGE:
WEST ELEVATION: 91 S.F. < 158.1 S.F. ALLOWED = OK

NOTE!!!!
THE SIGNAGE SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY, DO NOT SCALE THE ARCHITECTURAL DRAWINGS FOR FABRICATION OF SIGN DRAWINGS - THESE DRAWINGS ARE NOT SHOP DRAWINGS. THE SIGN VENDOR SHALL, PRIOR TO FABRICATING ANY SIGNS, VISIT THE PROJECT SITE TO MEASURE & OBSERVE FIELD CONDITIONS.

PRELIMINARY
NOT FOR
CONSTRUCTION

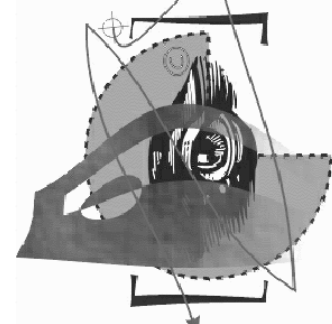
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SITE PLAN APPROVAL

12/17/21

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architects
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517.372.8804 PHONE x 517.372.8805 FAX x WWW.STUDIOINTRIGUE.COM



Project Type
RENOVATION

Project
SKYMINT
PROVISIONING CENTER
23622 WOODWARD AVE.
PLEASANT RIDGE, MI 48069

Client
THE
DISTRICT PARK
LLC

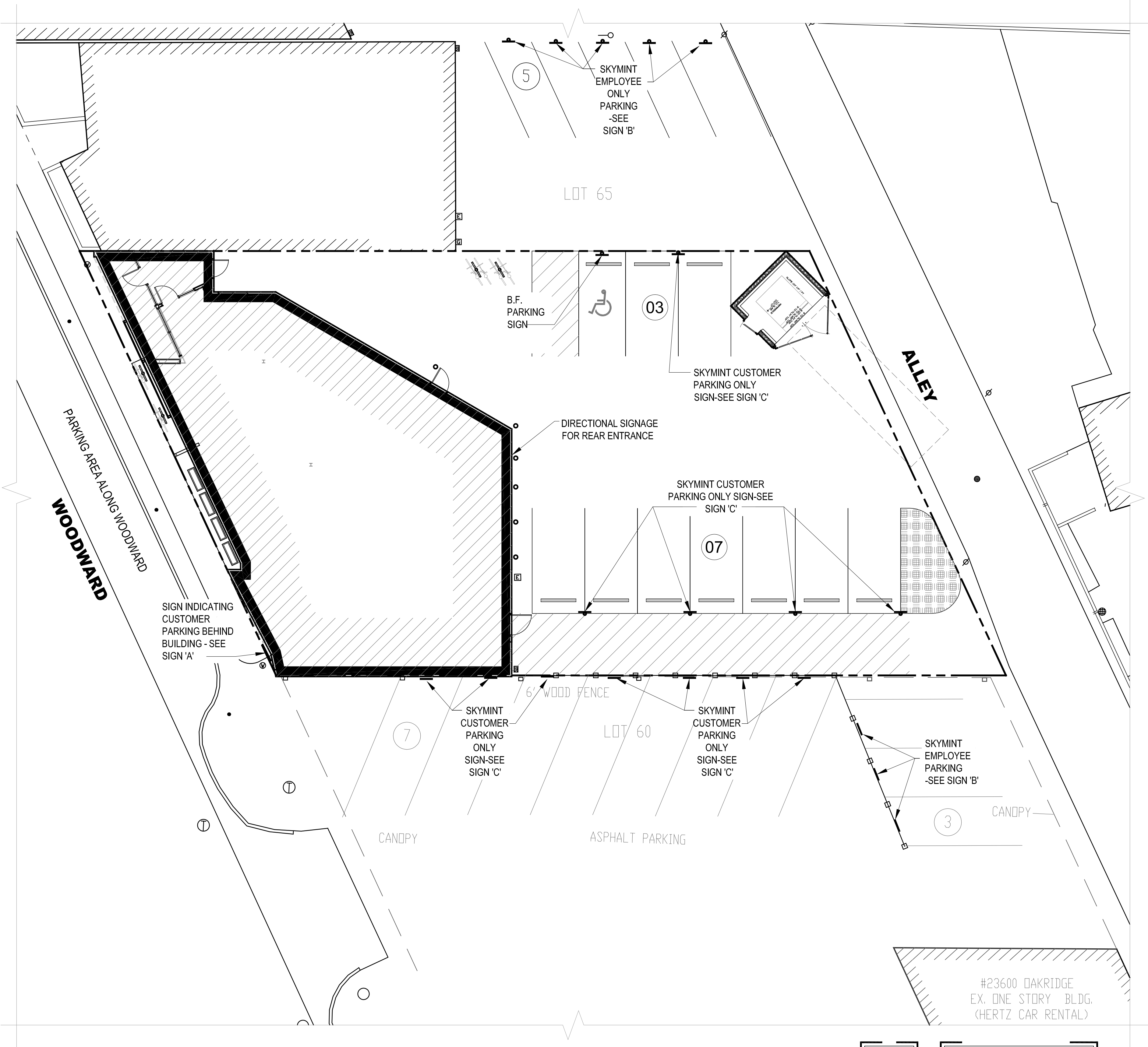
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Project Number
21.143

Sheet
A-3



SAMPLE-OWNER PROVIDED PARKING SIGNS



GRAPHIC PARKING SIGNAGE PLAN



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SITE PLAN APPROVAL
SITE PLAN APPROVAL
04/20/22
05/03/22

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571.372.5804 PHONE • 571.372.5805 FAX • WWW.STUDIOINTRIGUE.COM

Project Type
RENOVATION

Project
SKYMINT
PROVISIONING CENTER

23622 WOODWARD AVE.
PLEASANT RIDGE, MI 48069

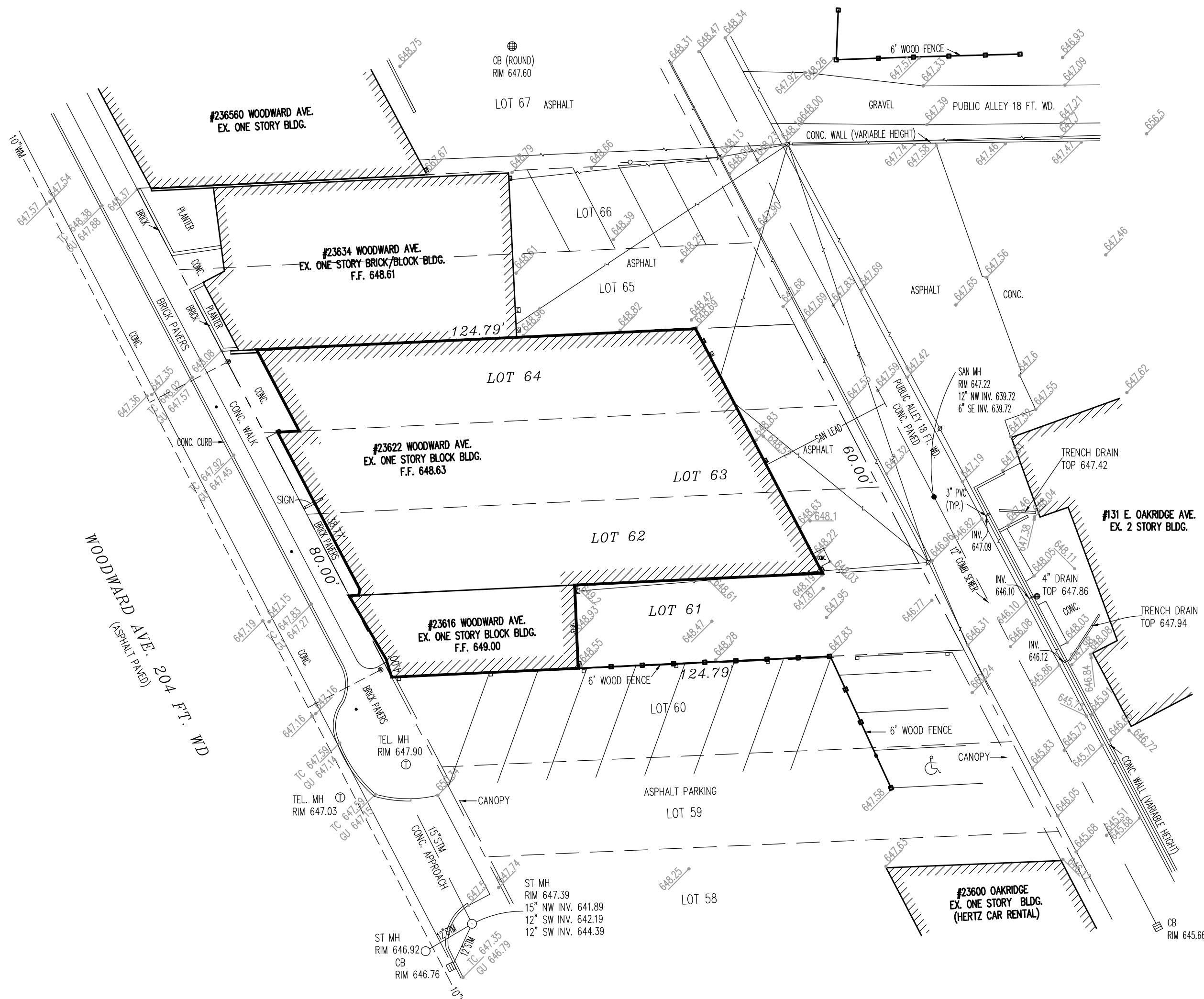
Client
THE
DISTRICT PARK
LLC

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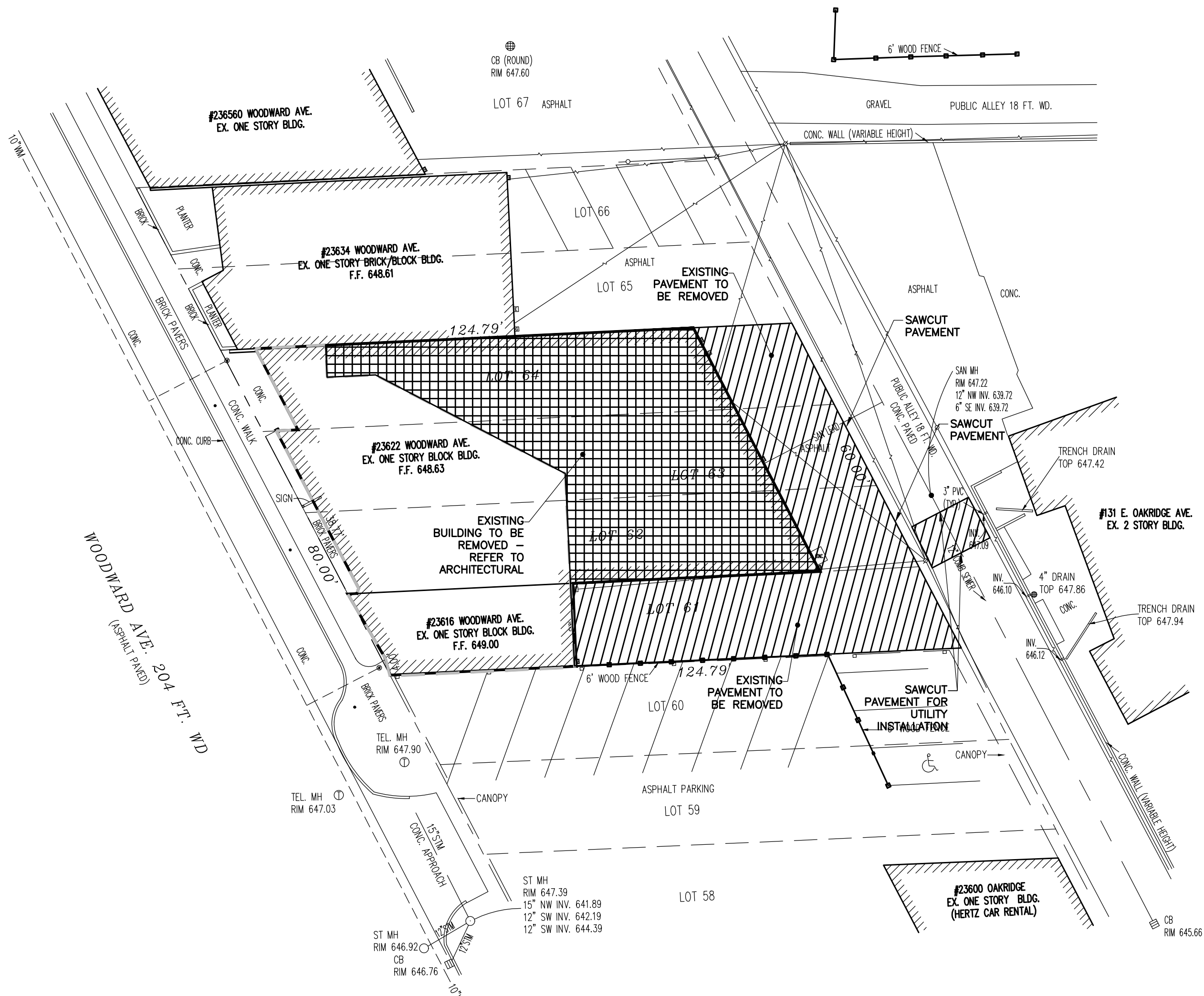
Project Number
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Sheet
C-1

SURVEY PLAN



REMOVAL PLAN



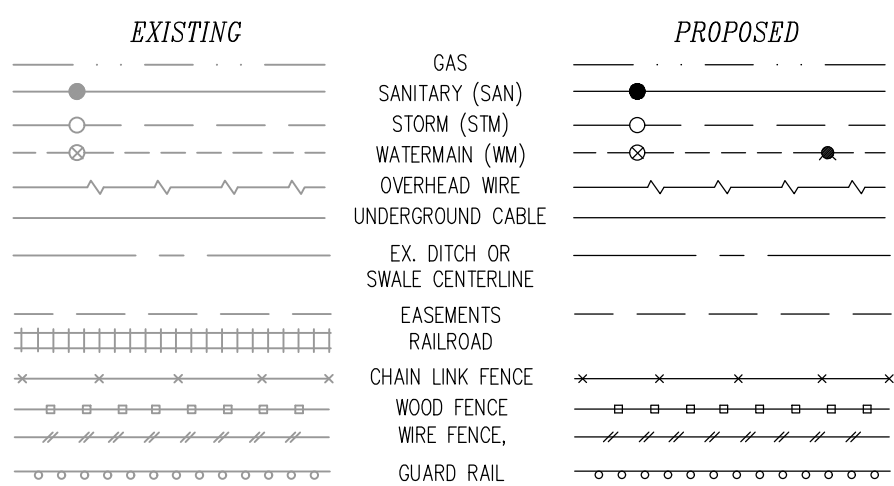
LEGAL DESCRIPTION
LAND SITUATED IN THE CITY OF PLEASANT RIDGE, COUNTY OF OAKLAND, STATE OF MICHIGAN TO WIT: LOTS 61, 62, 63 AND 64 OF WOODLAND HEIGHTS SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 10 OF PLATS, PAGE 27, OAKLAND COUNTY RECORDS

ZONING INFORMATION
ZONED- C (COMMERCIAL COMMUNITY)
SETBACKS:
FRONT:- 10'
REAR:- 10'
SIDE:- 0'

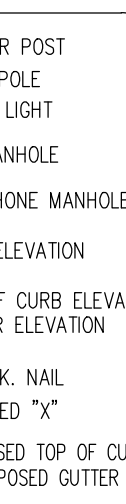
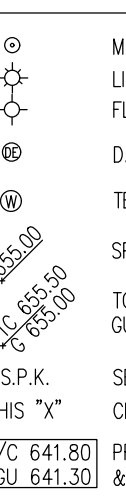
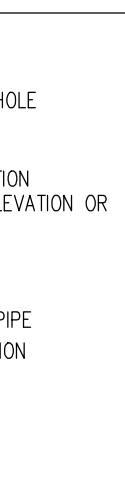
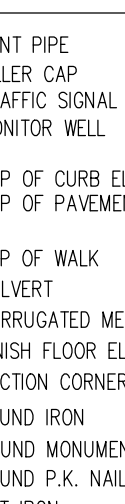
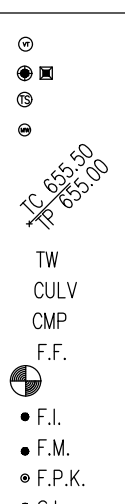
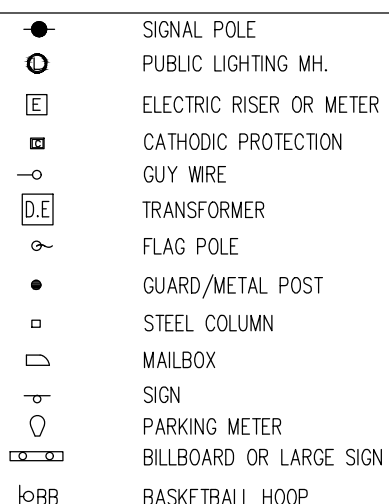
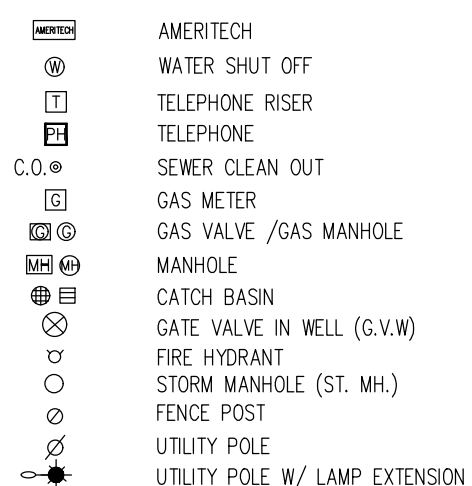
BENCHMARKS
B.M. #1 - RIM OF TELEPHONE MANHOLE
ELEVATION= 647.90 (NAVD88)
B.M. #2 - RIM OF SANITARY MANHOLE
ELEVATION= 647.22 (NAVD88)

REMOVAL NOTES

1. CONTRACTOR TO PROVIDE NECESSARY SIGNAGE, BARRICADES AND OTHER DEVICES FOR PROTECTION OF THE PUBLIC AND CONSTRUCTION WORKERS PRIOR TO PERFORMING ANY WORK. TRAFFIC CONTROL TO CONFORM TO M.M.U.T.C.D.
2. ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO STARTING REMOVALS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE ALL PERMITS AND POST ALL BONDS PRIOR TO CONSTRUCTION, OR ENSURE THAT ALL REQUIRED PERMITS AND BONDS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING MISS-DIG AT 1-800-482-7171 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATION.
5. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ALL UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH LIKE MATERIAL. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE LOCATED BY HAND DIGGING.
6. ALL DEMOLITION MATERIAL SHALL BE DISPOSED OF OFF-SITE. DISPOSE OF ALL DEBRIS LEGALLY OFF-SITE.
7. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO STREETS, SIDEWALKS OTHER STRUCTURES AND ADJACENT AREAS CAUSED BY DEMOLITION OR HAULING OPERATIONS.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY ACTIONS TO ENSURE WORKER SAFETY AND COMPLIANCE WITH MI-OSHA GUIDELINES.
9. CONTRACTOR SHALL FULLY REMOVE ALL BUILDING STRUCTURES, SLABS AND FOUNDATIONS AS INDICATED.
10. SAWCUTTING OF CONCRETE SHALL BE AT THE LOCATION INDICATED OR AT THE NEAREST JOINT.



LEGEND



THE UTILITY LOCATIONS AS HEREON SHOWN ARE BASED ON FIELD OBSERVATIONS AND A CAREFUL REVIEW OF MUNICIPAL AND UTILITY RECORDS. HOWEVER IT IS NOT POSSIBLE TO DETERMINE THE PRECISE SIZE, LOCATION, DEPTH, OR ANY OTHER CHARACTERISTICS OF UNDERGROUND UTILITIES WITHOUT EXCAVATION. THEREFORE WE CAN NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE BURIED UTILITY INFORMATION HEREON SHOWN.



Know what's below.
Call before you dig.



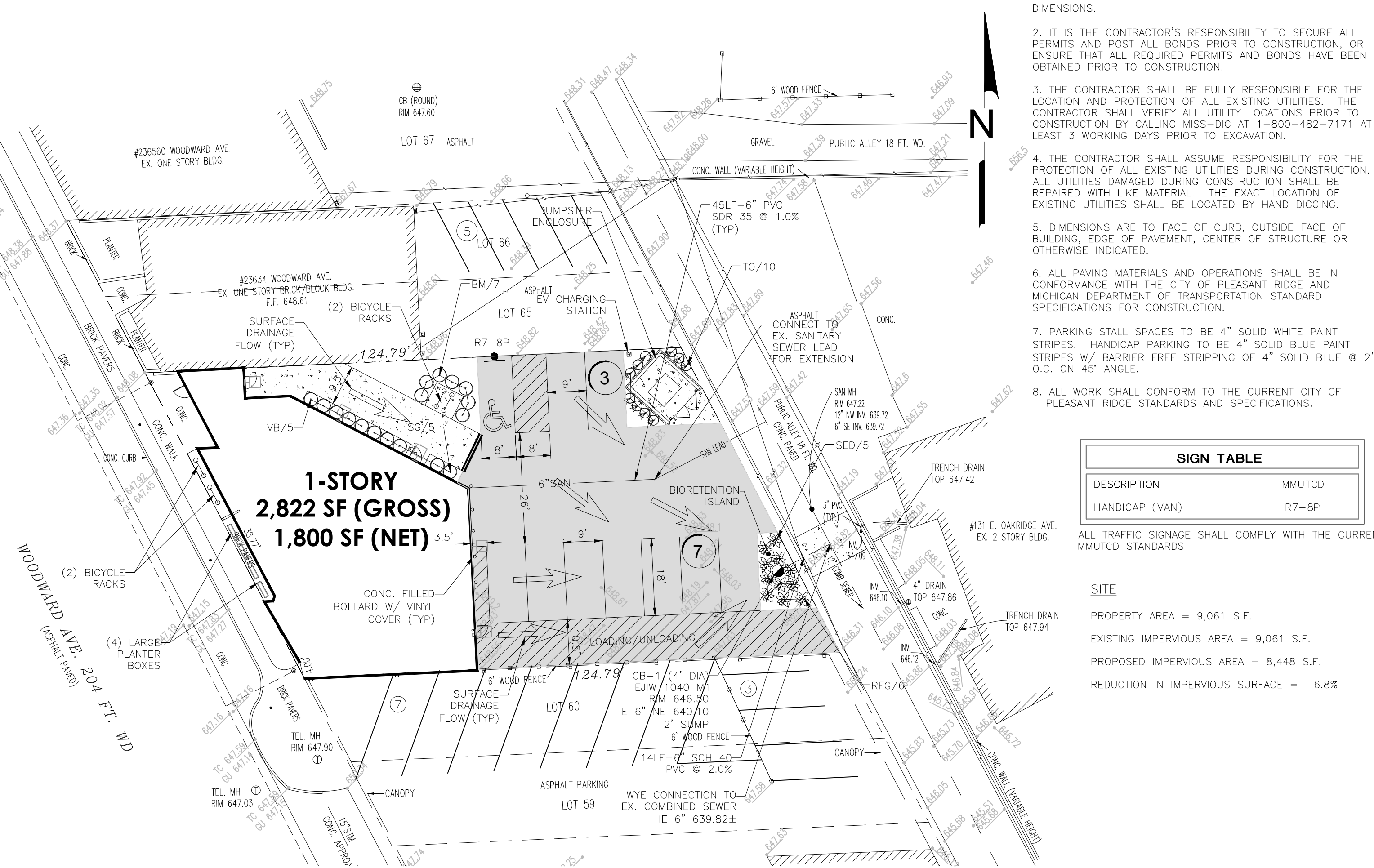
SURVEY TECH
LAND SURVEYING CIVIL ENGINEERING
3253 LYNHURST CT., OAKLAND MI 48306
TEL (248) 670-6556

SKYMINT

SCALE: 1"=20'	DATE: 01-10-2022	JOB #: 21172	SHEET:
DRAWN BY: ACA	CHECKED BY: MMF	APPROVED BY:	
APPLICATION: 01/10/2022			
ADD PARKING: 04/15/2022			

SP-1

SITE LAYOUT PLAN



PLANTING LIST

QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
10	TO	THUJA OCCIDENTALIS 'MISSION'	TECHNY ARBORVITAE	4' HT
5	SED	SEDUM X 'NEON'	NEON SEDUM	#1 POT
6	RFG	RUBRICKIA FULGIDA S. 'GOLDSTRUM'	GOLDSTRUM ORANGE CONEFLOWER	#1 POT
5	VB	VIBURNUM DENTATUM 'BLUE MUFFIN'	BLUE MUFFIN ARROWWOOD VIBURNUM	30" B&B
5	SG	SPIRAEA JAPONICA 'GOLD FLAME'	GOLDFLAME SPIRAEA	30" B&B
7	BM	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'	WINTER GEM BOXWOOD	30" B&B

BIORETENTION CALCULATION

- | | | |
|---|---|------------|
| I. Water Quality Control | | |
| 1) Developed area contributing runoff (a) | = | 0.21 acres |
| Developed Runoff Coefficient (c) | = | 0.85 |
| 2) 90th percentile storm (1-inch) for water quality (P) | = | 1 inch |
| 3) Water Quality Control ($V = 3,360 \times P \times C \times A$) | = | 642 cft |

II. Bioretention Storage Volume
 Bioretention Volume = Surface Storage Volume + Soil Storage Volume + Infiltration Volume
 Bioretention Volume: = 657 cf

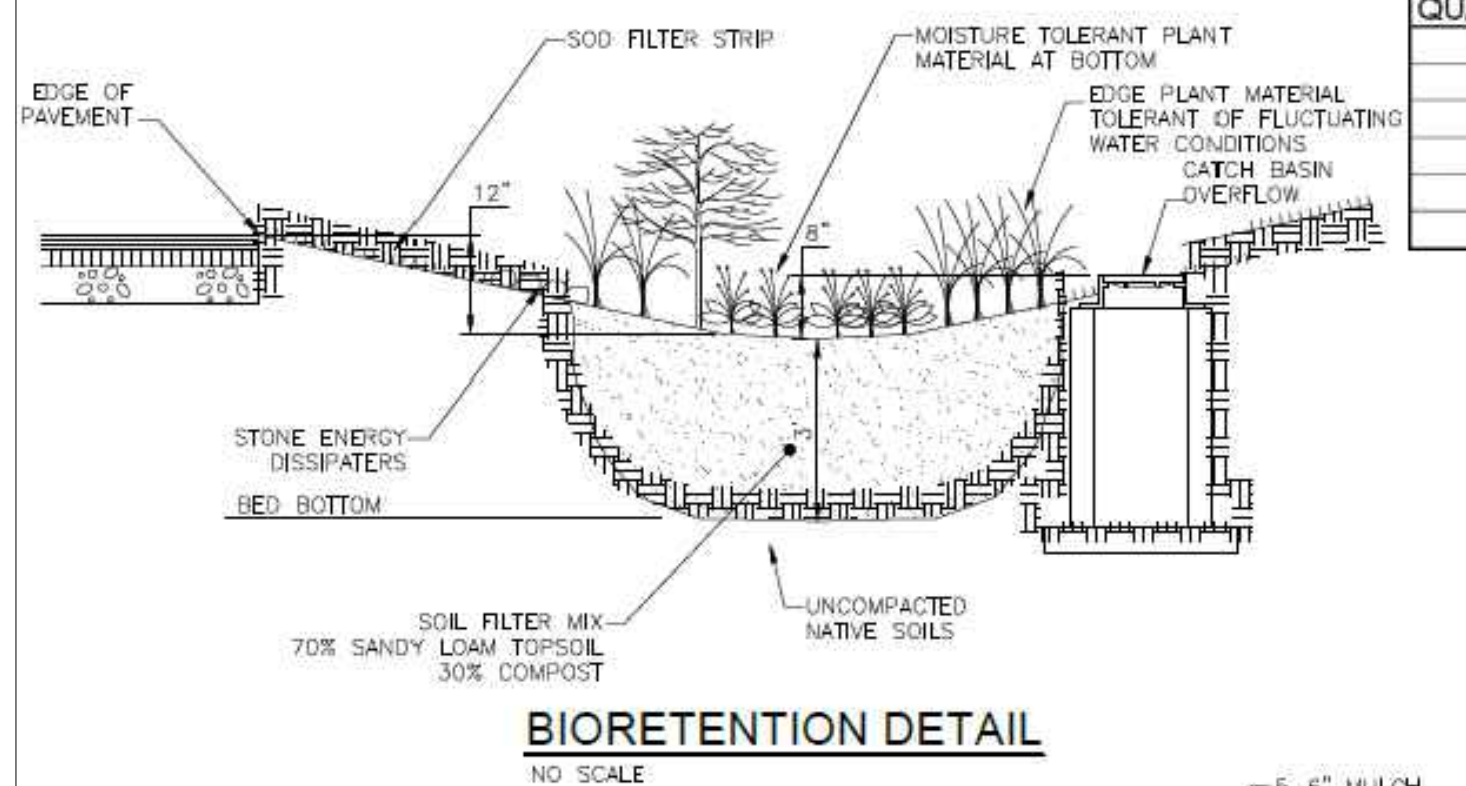
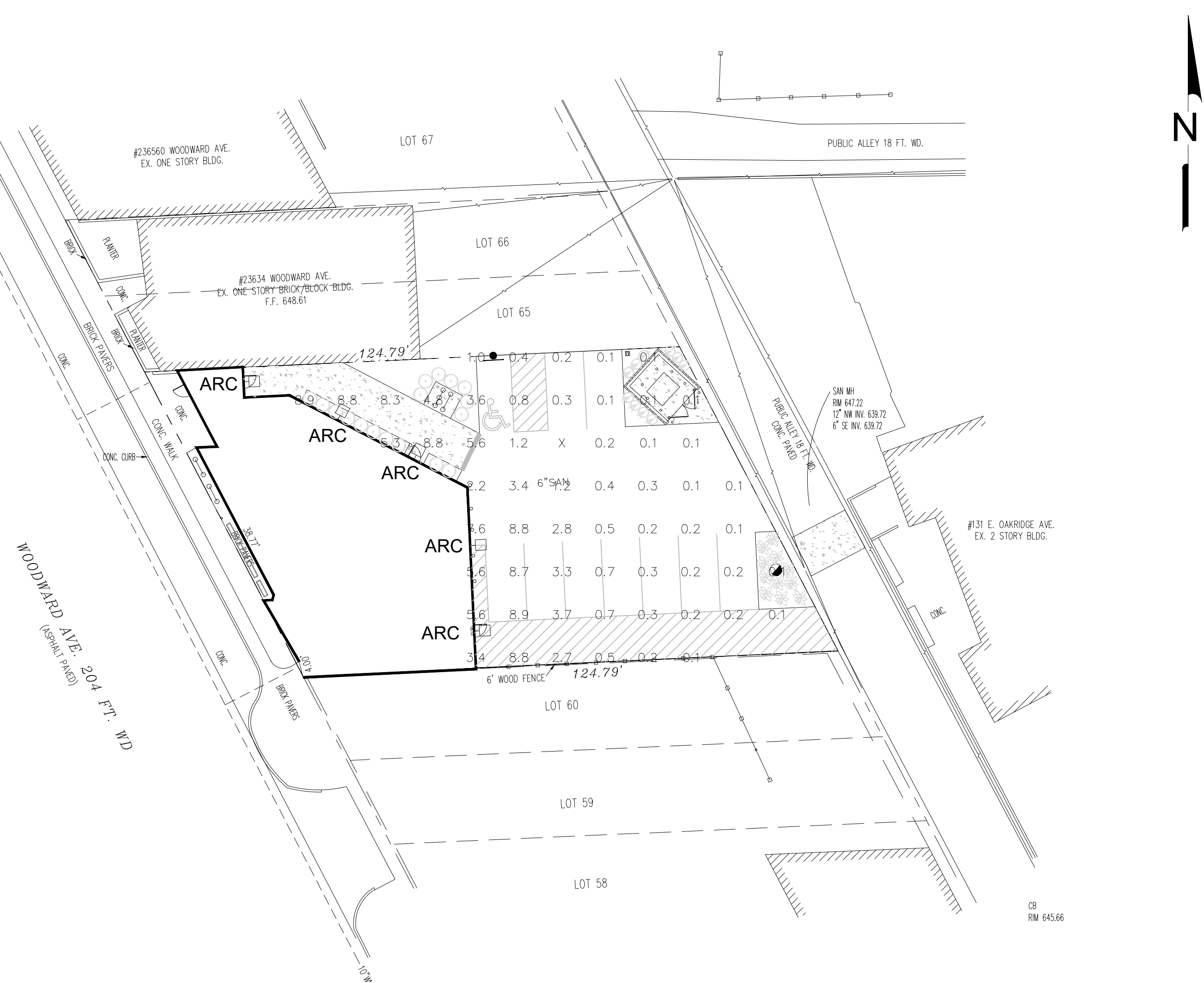
Surface Storage Volume		AVG.	VOLUME
ELEV	AREA (ft ²)		
645.85	0.0	18.74	0.00
645.95	37.5	57.15	9.37
646.05	76.8	92.69	37.95
646.15	108.6	115.54	84.29
646.25	122.5	126.91	142.06
646.35	131.3	135.92	205.51
646.45	140.5	150.26	273.47
646.50	160.0		348.60

Soil Storage Volume	
Area:	= 120.0 sf
Depth:	= 5 ft
Void Ratio of Storage Material:	= 30%
Soil Storage Volume:	= 180.0 cf
Infiltration Volume	
Bed Area Bottom:	= 256.0 s/
Infiltration Design Rate:	= 0.5 in/
Infiltration Period:	= 12 hr
Infiltration Volume:	= 128.0 cf

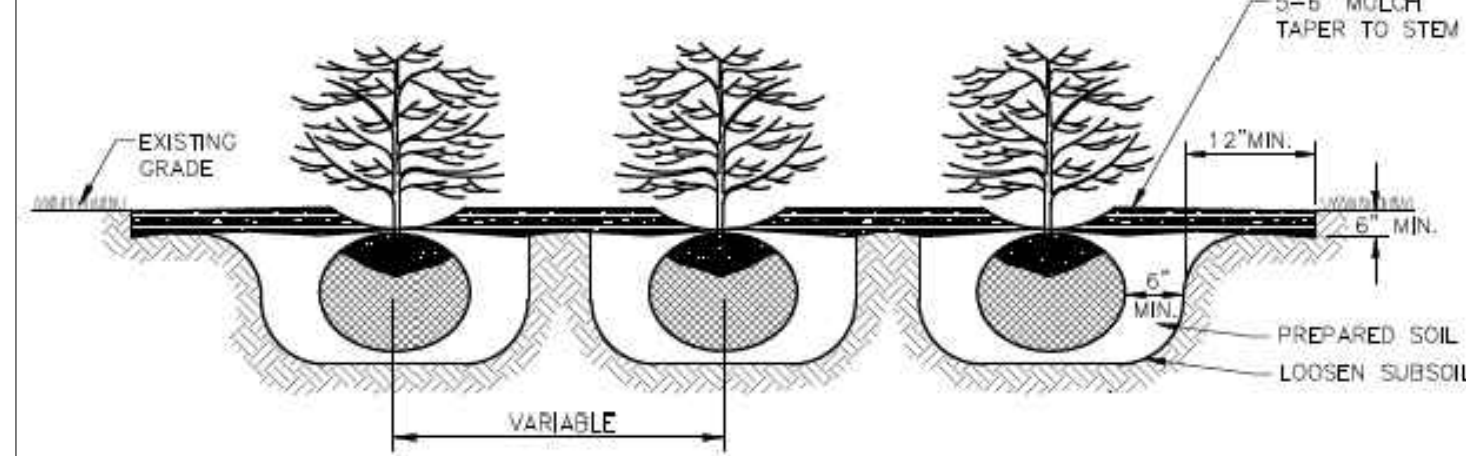
SITE

PROPERTY AREA = 9,061 S.F.
EXISTING IMPERVIOUS AREA = 9,061 S.F.
PROPOSED IMPERVIOUS AREA = 8,448 S.F.
REDUCTION IN IMPERVIOUS SURFACE = -6.8%

SITE LIGHTING PLAN



BIORETENTION DETAIL



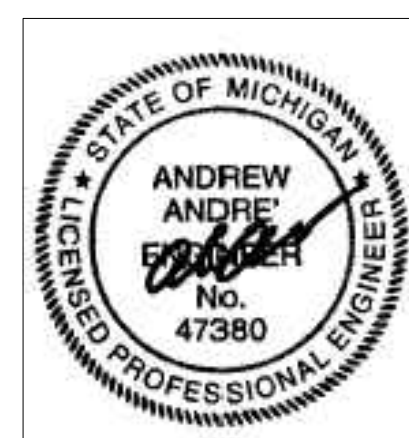
SHRUB BED DETAIL

SCALE: NONE

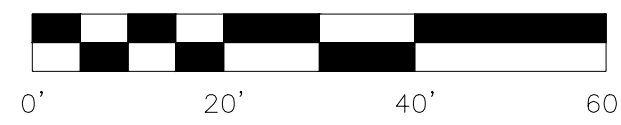
LEGEND

EXISTING		PROPOSED		SYMBOLS		AMERITECH		SIGNAL POLE		VENT PIPE		MARKER POST	
	GAS				WATER SHUT OFF		PUBLIC LIGHTING MH.		MARKER POST		LIGHT POLE		
	SANITARY (SAN)				TELEPHONE RISER		ELECTRIC RISER OR METER		TRAFFIC SIGNAL MANHOLE		FLOOD LIGHT		
	STORM (STM)				TELEPHONE		CATHODIC PROTECTION		MONITOR WELL				D.E. MANHOLE
	WATERMAIN (WM)				SEWER CLEAN OUT		GUY WIRE		TOP OF CURB ELEVATION		TOP OF PAVEMENT ELEVATION OR		TELEPHONE MANHOLE
	OVERHEAD WIRE				GAS METER		TRANSFORMER		SPOT ELEVATION				
	UNDERGROUND CABLE				GAS VALVE / GAS MANHOLE		FLAG POLE		TOP OF WALK				
	EX. DITCH OR SWALE CENTERLINE				MANHOLE		GUARD/METAL POST		CULV		CULVERT		SPOT OF CURB ELEVATION
	EASEMENTS				CATCH BASIN		STEEL COLUMN		OMP		CORRUGATED METAL PIPE		OUTLET ELEVATION
	RAILROAD				GATE VALVE IN WELL (G.V.W.)		MAILBOX		F.F.		FINISH FLOOR ELEVATION		
	CHAIN LINK FENCE				FIRE HYDRANT		PARKING				SECTION CORNER		SET P.K. NAIL
	WOOD FENCE				STORM MANHOLE (ST. MH.)		BILLBOARD OR LARGE SIGN				FOUND IRON		CHISELED "X"
	WIRE FENCE				FENCE POST		BASKETBALL HOOP				FOUND P.K. NAIL		PROPOSED TOP OF CURB
	GUARD RAIL				UTILITY POLE						SET IRON		
					UTILITY POLE W/ LAMP EXTENSION								

- THE UTILITY LOCATIONS AS HEREON SHOWN ARE BASED ON FIELD OBSERVATIONS AND A CAREFUL REVIEW OF MUNICIPAL AND UTILITY RECORDS. HOWEVER IT IS NOT POSSIBLE TO DETERMINE THE PRECISE SIZE, LOCATION, DEPTH, OR ANY OTHER CHARACTERISTICS OF UNDERGROUND UTILITIES WITHOUT EXCAVATION. THEREFORE WE CAN NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE BURIED UTILITY INFORMATION HEREON SHOWN.



Know what's **below**.
Call before you dig



REVISÉ 04-29-2022 ADDITIONAL PARKIN

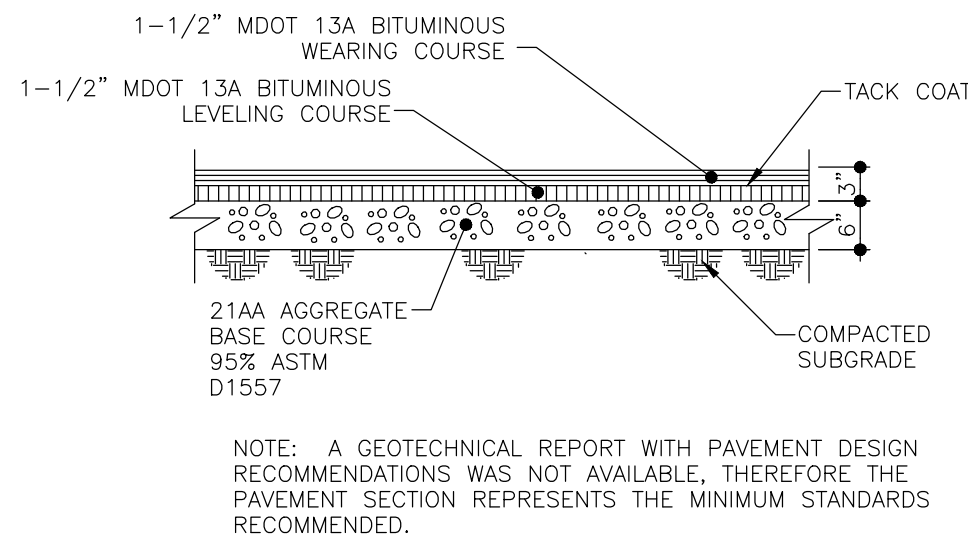


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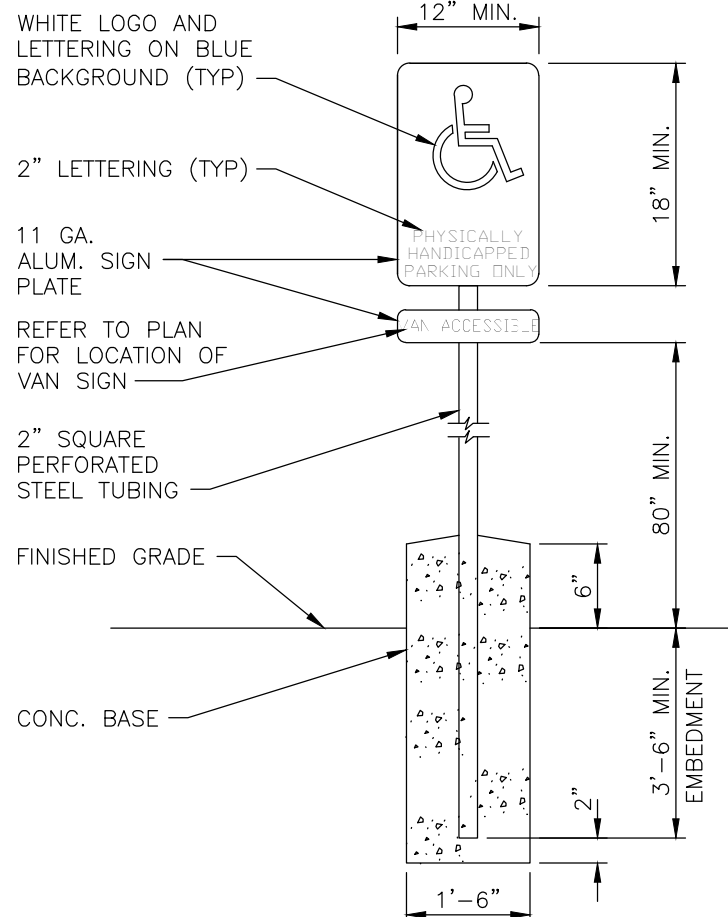
SKYMINT

SCALE: 1"=20'	DATE: 01-10-2022	JOB # : 21172	SHEET:
DRAWN BY: ACA	CHECKED BY: MMF	APPROVED BY:	
APPLICATION 01/10/2022 REVISED 04-15-2022 ADDITIONAL PARKING		<div style="font-size: 48pt; font-weight: bold;">SP-2</div>	

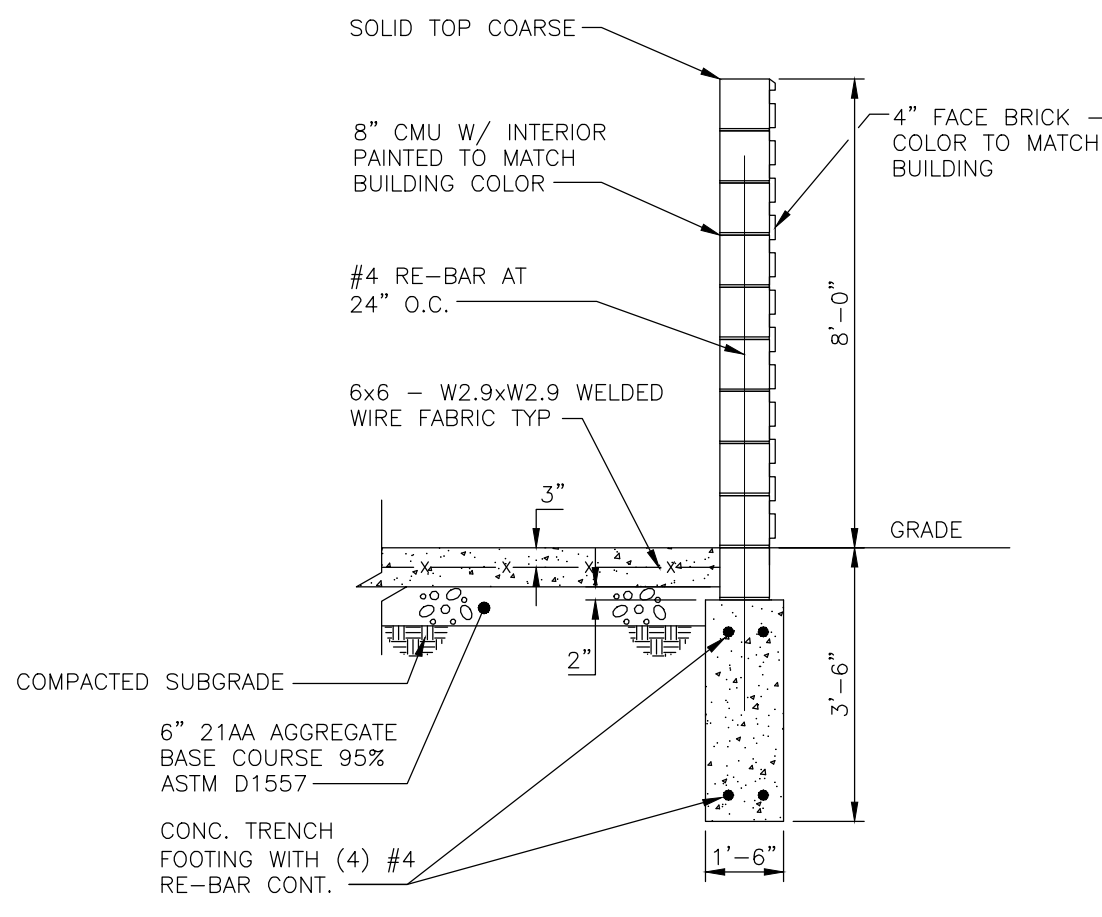
SITE DETAILS



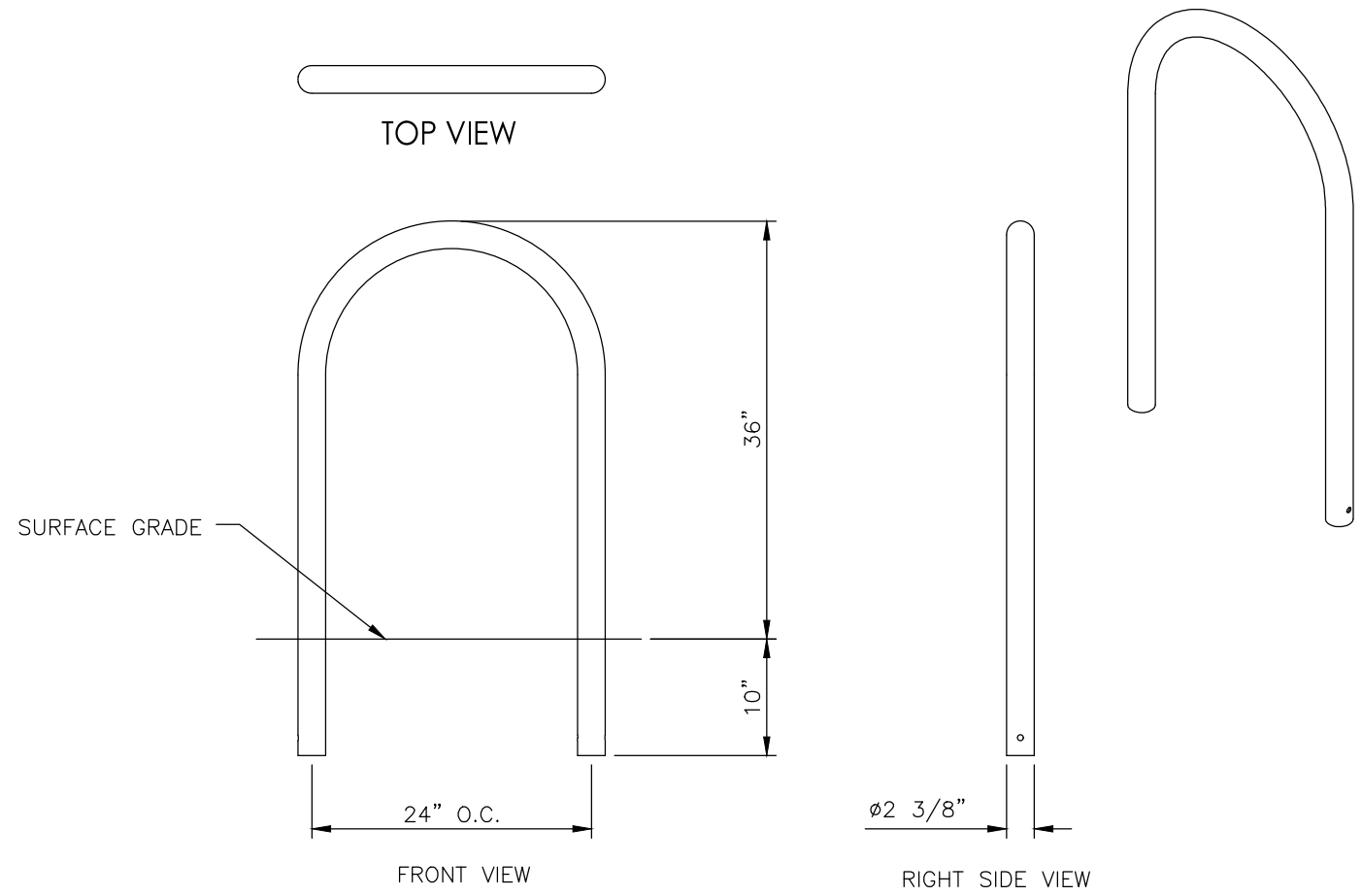
BITUMINOUS PAVEMENT
NO SCALE



TYPICAL HANDICAP SIGN
NO SCALE



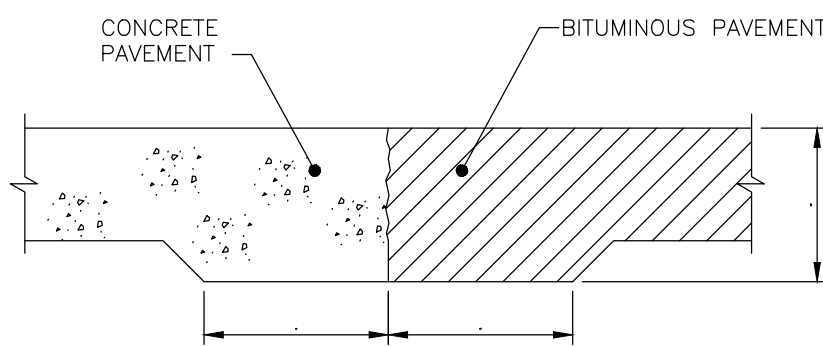
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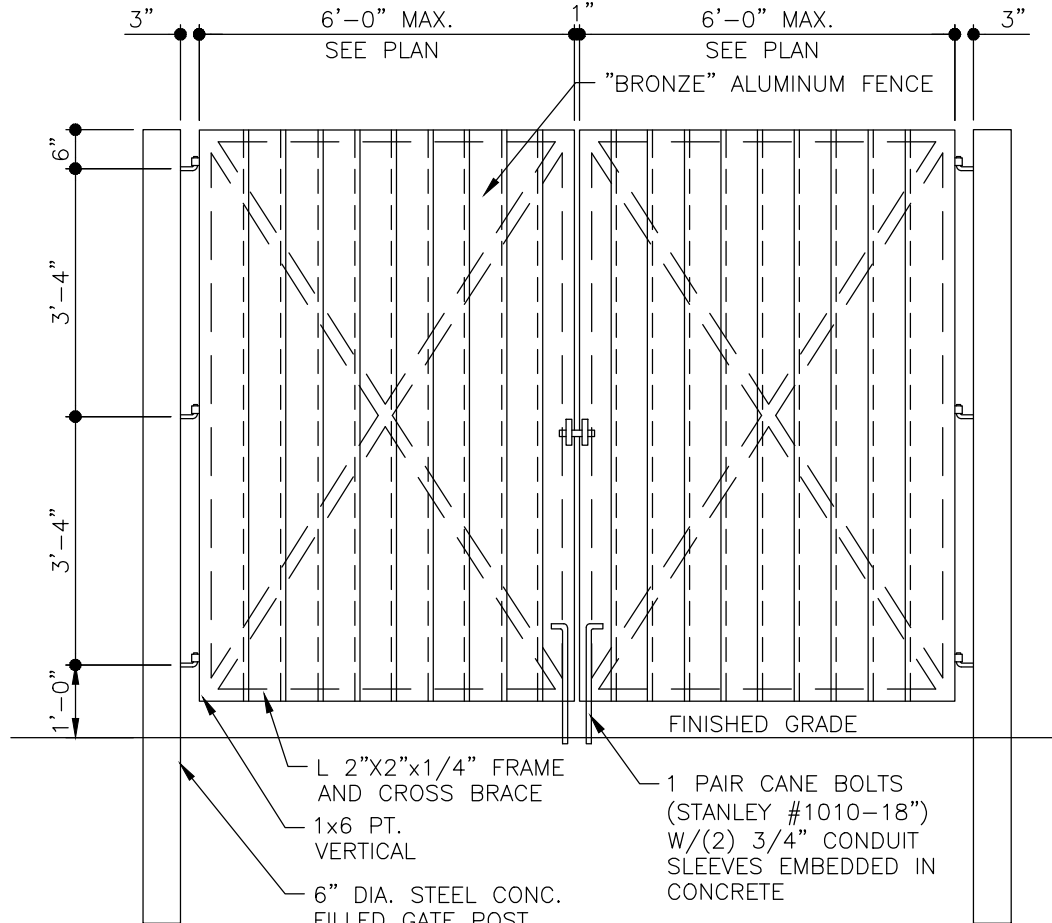
BIKE RACK
NO SCALE

MATERIAL LIST:
1. TUBING— 2 2" x .315" WALL STEEL TUBING

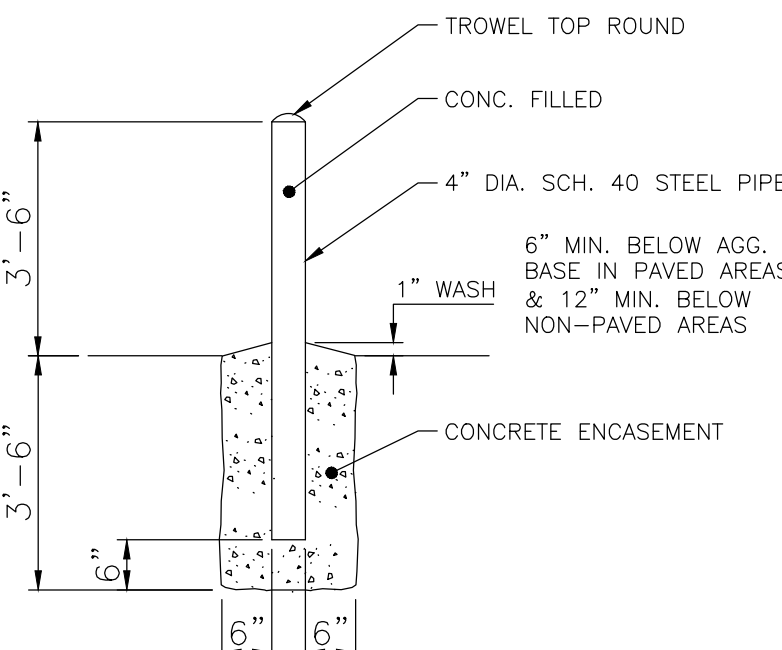
NOTES:
APEX BIKE RACK BY SITE SCAPES,
PRODUCT NO. AP2-02-EM
PLACE RACK MINIMUM OF 24" FROM WALL



TURNDOWN PAVEMENT SECTION
NO SCALE

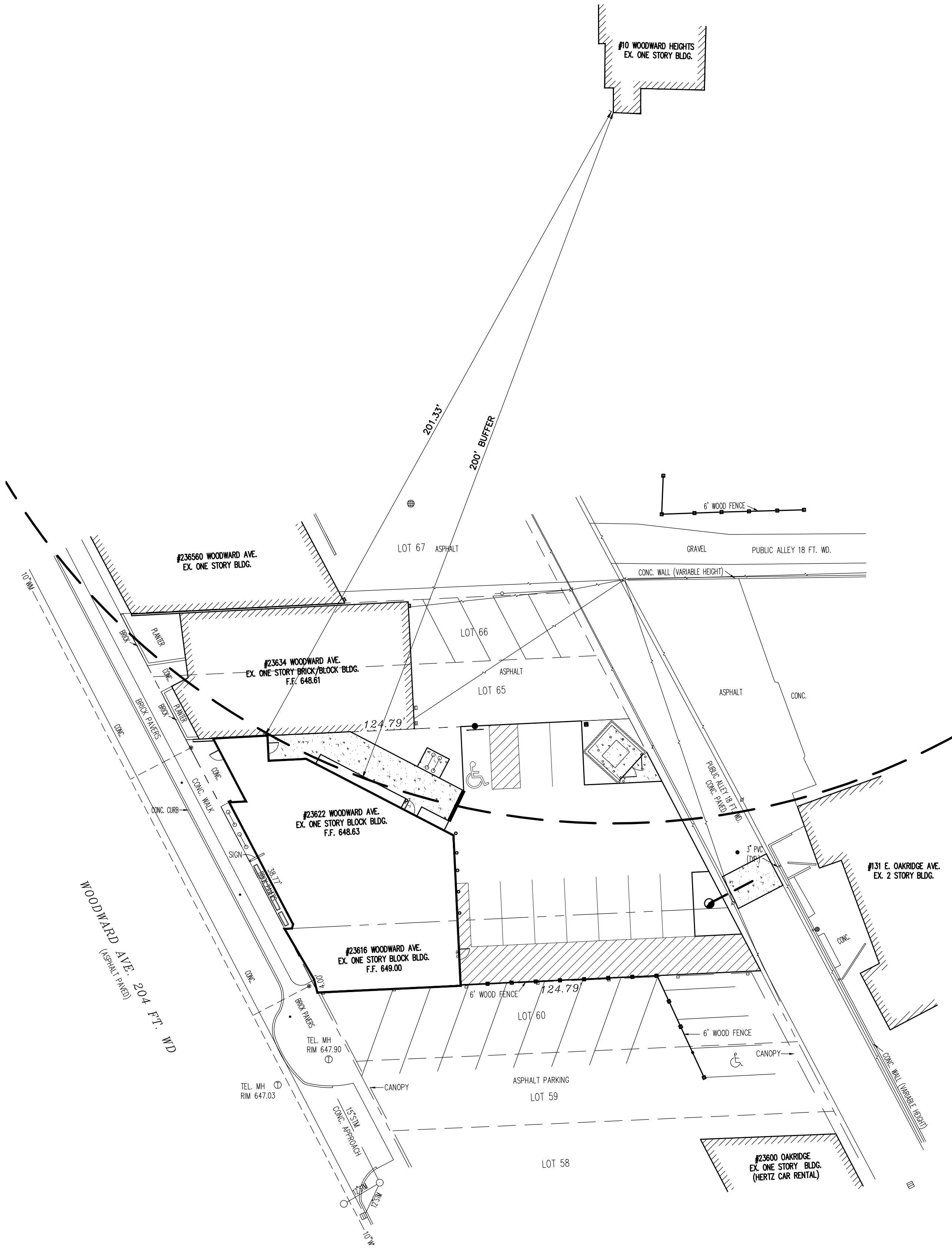


DUMPSTER GATE DETAIL
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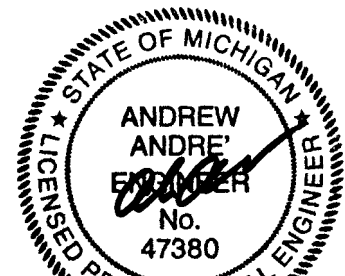
BOLLARD
NO SCALE

BUFFER PLAN



EXISTING		PROPOSED		LEGEND	
	GAS		SANITARY (SAN)		AMERITECH
	STORM (STM)		WATERMAIN (WM)		WATER SHUT OFF
	OVERHEAD WIRE		UNDERGROUND CABLE		TELEPHONE RISER
	EX. DITCH OR SWALE CENTERLINE		EASEMENTS		SEWER CLEAN OUT
	RAILROAD		CHAIN LINK FENCE		GAS METER
	WOOD FENCE		WIRE FENCE		GAS VALVE / GAS MANHOLE
	GUARD RAIL		CATCH BASIN		FIRE HYDRANT
			GATE VALVE IN WELL (G.V.W.)		STORM MANHOLE (ST. MH.)
			UTILITY POLE		UTILITY POLE W/ LAMP EXTENSION
					SIGNAL POLE
					PUBLIC LIGHTING MH.
					ELECTRIC RISER OR METER
					CATHODIC PROTECTION
					GUY WIRE
					TRANSFORMER
					FLAG POLE
					GUARD/METAL POST
					STEEL COLUMN
					MAILBOX
					SIGN
					PARKING METER
					BILLBOARD OR LARGE SIGN
					BASKETBALL HOOP
					VENT PIPE
					FILLER CAP
					TRAFFIC SIGNAL MANHOLE
					MONITOR WELL
					TOP OF CURB ELEVATION
					TOP OF PAVEMENT ELEVATION OR
					TOP OF WALK
					CULVERT
					CORRUGATED METAL PIPE
					FINISH FLOOR ELEVATION
					SECTION CORNER
					FOUND IRON
					FOUND MONUMENT
					FOUND P.K. NAIL
					SET IRON
					MARKER POST
					LIGHT POLE
					FLOOD LIGHT
					D.E. MANHOLE
					TELEPHONE MANHOLE
					SPOT ELEVATION
					S.P.K.
					CHS 'X'
					SET P.K. NAIL
					CHISELED 'X'
					PROPOSED TOP OF CURB
					PROPOSED GUTTER

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SCALE: 1" = 20'

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SCALE: 1"=20'	DATE: 01-10-2022	JOB #: 21172	SHEET:
DRAWN BY: ACA	CHECKED BY: MMF	APPROVED BY:	
APPLICATION: 01/10/2022			
ADD PARKING: 04/15/2022			

SP-3

STORM DETENTION CALCULATIONS

1 YEAR DETENTION BASIN CALCULATIONS (i.e. WITH OUTLET)

ONSITE CONTRIBUTING AREA = 0.21

OFFSITE CONTRIBUTING AREA =

TOTAL CONTRIBUTING AREA = 0.21 ACRES

RUNOFF COEFFICIENT (C) = 0.85

$$Q_A = (0.20)(0.21 \text{ ACRES}) = 0.04 \text{ C.F.S.}$$

$$Q_O = \frac{Q_A}{(A)(C)} = \frac{0.04}{(0.21)(0.85)} = 0.22$$

$$T = -25 + \sqrt{\frac{2,700.00}{Q}} = 86 \text{ MINUTES}$$

$$V_S = \frac{4,320 T}{T + 25} - 40Q \quad T = 2590 \text{ C.F./ACRE}$$

$$V_T \text{ REQ'D} = V_S (C)(A) = (2590)(0.85)(0.21) = 462 \text{ C.F. REQ'D.}$$

10 YEAR DETENTION BASIN CALCULATIONS (i.e. WITH OUTLET)

ONSITE CONTRIBUTING AREA = 0.21

OFFSITE CONTRIBUTING AREA =

TOTAL CONTRIBUTING AREA = 0.21 ACRES

RUNOFF COEFFICIENT (C) = 0.85





































































$$Q_A = (0.20)(0.21 \text{ ACRES}) = 0.04 \text{ C.F.S.}$$

$$Q_O = \frac{Q_A}{(A)(C)} = \frac{0.04}{(0.21)(0.85)} = 0.22$$

$$T = -25 + \sqrt{\frac{6,562.50}{Q}} = 148 \text{ MINUTES}$$

$$V_S = \frac{10,500 T}{T + 25} - 40Q \quad T = 7680 \text{ C.F./ACRE}$$

$$V_T \text{ REQ'D} = V_S (C)(A) = (7680)(0.85)(0.21) = 1,371 \text{ C.F. REQ'D.}$$

EXISTING	PROPOSED	AMERITECH	AMERITECH	EXISTING	PROPOSED	AMERITECH	AMERITECH
			WATER SHUT OFF BOX				LIGHT POLE
			TELEPHONE RISER				PUBLIC LIGHTING MANHOLE
			D.E. TRANSFORMER				ELECTRIC RISER OR METER
			SEWER CLEAN OUT				HOOP
			GAS METER				GUY WIRE
			GAS VALVE /GAS MARKER				DOWN SPOUT
			INLET				FLAG POLE
			CATCH BASIN				GUARD/METAL POST
			GATE VALVE IN WELL				STEEL COLUMN
			FIRE HYDRANT				MAILBOX
			DRAIN				SIGN
			UTILITY POLE W/LIGHT				PARKING METER
			UTILITY POLE				BILLBOARD OR LARGE SIGN
			GUY POLE				FLOW

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LAND SURVEYING		CIVIL ENGINEERING	
3253 LYNHURST CT. OAKLAND, MI 48306			
TEL (248) 670-6556			
SKYMINT			
SCALE: 1"=20'	DATE: 04-12-2021	JOB # : 22104	SHEET:
DRAWN BY: M.M.F	CHECKED BY:	APPROVED BY:	
			SP-4



March 21, 2022

Mr. Nathan Kark
Director of Governmental Affairs
Skymint
10070 Harvest Park
Dimondale, MI 48821

Re: 23616 Woodward Parking – Evaluation & Recommendations
Giffels Webster Project No. 20206.00

Dear Mr. Kark:

Giffels Webster was retained by Skymint to perform a parking study and provide recommendations for a proposed cannabis dispensary at 23616 Woodward Avenue in the city of Pleasant Ridge, Michigan. This report memo was performed using best practices and in compliance with the Evaluating Traffic Impact Studies Handbook, and MDOT, and local agency guidelines.

Problem Statement:

The Client requested a parking study for a proposed cannabis dispensary to be located in an existing building at 23616-23622 Woodward Avenue in Pleasant Ridge, Michigan. The purpose of this memo is to evaluate the parking spaces available on-site and adjacent to the proposed development, compare that to nearby dispensaries in Ferndale and Hazel Park, and to assess the adequacy of parking spaces.

Pleasant Ridge Zoning and Parking Requirements

Proposed Facility:

Gross Area: 2,822 square feet
Net Area: 1,800 square feet (noted as the “usable floor area”)

Property Zoning: “C” – Community Commercial.

Required Parking: per section 82-195 Off-street parking requirements

Sub-section (14): the definition of “usable floor area” shall govern
Sub-section (15), line 13 commercial / retail stores not elsewhere listed
1 space per 200 square feet of floor area.

Required parking = 1,800 sq ft / 200 sq ft = 9 spaces

Provided On-site Parking: Per the site plan dated 01/11/2022

Total Parking: Ten (10) parking spaces
Regular: Nine (9) regular spaces
ADA: One (1) ADA parking space

The provided on-site parking meets the city of Pleasant Ridge's zoning ordinance relative to required retail use parking.

There exists concern however on the part of the city administration and Planning Commission that the parking requirements of the zoning ordinance do not represent the needs of cannabis dispensaries. It was therefore proposed to review the parking operations at four (4) nearby dispensaries of comparable size in the cities of Ferndale and Hazel Park to determine their parking needs.

Study Methodology and Results

Parking accumulation counts were made Giffels Webster on Friday, March 11, 2022, and Wednesday, March 16, 2022, for four (4) nearby dispensaries of comparable square footage.

Counts were taken for three (3) hours in the evening (4-7pm) representing the expected peak hours for each of the facilities. Table 1 contains the counts for each facility.

Of the four locations, the dispensary located at 642 E. Nine Mile in Ferndale appears to have data significantly lower than the other three locations. For that reason, the remainder of the analysis will focus on the remaining three locations.

Parking spaces used versus provided range from 52.1% to 73.9% with the average being 65.5%.

The ratio of square footage of usable floor area per parking space used range 132 to 190 with the average being 176.

Applying that ratio to the proposed 1,800 square feet of usable retail space results in an expected need for 9.5 (rounded to 10) to 13.6 (14) parking spaces at peak periods.

Recommendations

To alleviate the concern of the city of Pleasant Ridge relative to the appropriate number of parking spaces for the proposed dispensary, up to an additional four (4) spaces would be required to be provided.

It is understood that the Client has the adjacent properties to the south and north of the proposed dispensary site under contract for purchase and will be able to dedicate portions of the parking lots on the sites to be used by the dispensary. It is assumed that an agreement satisfactory to the city would be required to set aside those spaces for the use of the dispensary.

TABLE 1 – COMPARABLE PARKING COUNTS

Address Usable Sq Ft Area Parking Spaces	Time (PM)	Friday, March 11, 2022	Wednesday, March 16, 2022
		Parking Count (# of Cars)	Parking Count (# of Cars)
1921 Hilton, Ferndale	4:00	13	11
2,836 sq ft	4:30	14	14
23 parking spaces	5:00	12	12
	5:30	15	14
	6:00	13	13
	6:30	16	12
	7:00	10	11
642 E. 9 Mile, Ferndale	4:00	6	3
2,982 sq ft	4:30	4	2
32 parking spaces	5:00	5	3
	5:30	6	5
	6:00	7	3
	6:30	6	3
	7:00	5	2
925 E. Drayton, Ferndale	4:00	12	12
2,240 sq ft	4:30	10	12
23 parking spaces	5:00	11	13
	5:30	12	14
	6:00	11	17
	6:30	12	14
	7:00	10	13
20940 John R Rd., Hazel Park	4:00	11	12
2,655 sq ft	4:30	12	12
22 parking spaces	5:00	15	14
	5:30	16	9
	6:00	13	10
	6:30	12	9
	7:00	13	10

If we can be of any further assistance on this project, please do not hesitate to contact me.

Sincerely,

Giffels Webster



Michael G. Darga, PE
Partner

March 22, 2022

Nathan Kark, Director of Government Affairs
Skymint Brands
10070 Harvest Park
Dimondale, MI 48821

Regarding: Trip Generation and Parking Assessment for Proposed Marijuana Dispensary Located at 23622 Woodward Ave, City of Pleasant Ridge, Oakland County, Michigan.

Dear Mr. Kark,

Per request, RS Engineering, LLC (RSE) has prepared this letter as a traffic and parking analysis for the proposed Marijuana dispensary located at 23622 Woodward Ave, City of Pleasant Ridge, Michigan. This letter provides the estimated trip generation and parking demands for the proposed Marijuana Dispensary. Data from observation of nearby dispensary parking operations determined that the proposed number of parking spots significantly exceeds the projected peak demand for the proposed development.

EXISTING BACKGROUND

The proposed development is located at 23616-23622 Woodward Ave in the City of Pleasant Ridge. The existing site is currently two one-story commercial buildings located in the northeast quadrant of Woodward Ave and E Oakridge Ave with existing alley access to the parking in the rear. The Woodward Ave and E Oakridge Ave intersection is unsignalized.

Woodward Ave is an 8-lane divided roadway that has four northbound lanes and four southbound lanes with curb parking alongside. E Oakridge Ave is a 2-lane 2-way roadway that runs east and west also with curb parking alongside. The existing speed limits for Woodward Ave and E Oakridge Ave are 35 MPH and 25 MPH respectively. The site location and development are shown on **Exhibits 1 & 2**. The proposed development will include 10 parking spaces on-site and 17 spaces reserved on adjacent lots, for a total of 27 parking spaces.

An aerial photograph of Woodward Avenue in St. Paul, Minnesota. The map shows Woodward Ave running diagonally from the top left to the bottom right. To the left of Woodward Ave, from top to bottom, are Oxford Blvd, Cambridge Blvd, W Oakridge Ave, and W Drayton St. To the right of Woodward Ave, from top to bottom, are Fairwood Blvd, Woodward Heights, E Oakridge Ave, and E Drayton St. A yellow rectangular box highlights a vacant lot on the east side of Woodward Ave, between Woodward Heights and E Oakridge Ave. A yellow arrow points to this box, which is labeled "Proposed Site" in orange text. A blue arrow in the top right corner points upwards and is labeled "N" for North.

[illegible]

TRIP GENERATION

The trip generation for this analysis was calculated using the proposed land use and the ITE Trip Generation Manual, 10th Edition. The ITE Trip Generation Manual provides equations and rates to calculate the estimated traffic volumes for different land uses. The ITE land uses that provide the best approximation of trip generation for the future site build-out include the following:

- Land Use (882) Marijuana Dispensary

The proposed size of the dispensary was provided by Skymint, with 2,822 gross square feet at the proposed site. The ITE land uses and estimated trip generations for the Weekday AM and PM peaks for each variable are shown in the **Table 1**. There are 29 and 62 trips in the AM and PM Peak respectively.

TABLE 1: PEAK HOUR TRIP GENERATION

Marijuana Dispensary Trip Generation (Trip Generation Manual 10th Edition)										
Land Use Code	Description	Building Size (1000 Sqft)	AM Peak				PM Peak			
			Trips per 1000 Sqft	Enter	Exit	Total	Trips per 1000 Sqft	Enter	Exit	Total
882	Marijuana Dispensary	2.822	10.44	16	13	29	21.83	32	30	62
Total				16	13	29		32	30	62

PARKING ANALYSIS

A parking analysis was also required for this development to determine if a sufficient number of parking spaces are proposed. RSE performed peak hour parking observations of similar sites near the proposed site in the City of Ferndale and the City of Hazel Park to determine parking needs in the area. Observations were taken on a Friday (March 11th, 2022) from 4:00PM to 6:00PM as that was determined by RSE to be the peak hours of business. Sites included are as follows:

- 1921 Hilton Rd, Ferndale, MI
- 642 E 9 Mile Rd, Ferndale, MI
- 925 E Drayton St, Ferndale, MI
- 20940 John R Rd, Hazel Park, MI

Table 2 shows a summary of the parking observation results with the peak periods highlighted and the usable square footage and total parking spaces provided at each site and the proposed development. **Table 3** shows a further statistical summary of the results. None of the observed sites reached maximum capacity during the time window studied, while three out of the four sites were still less than 80% occupied in their peak period. The proposed development has a smaller usable floor area than all four of the observed sites and provides more parking spaces than all but the largest one.

TABLE 2: PEAK HOUR MARIJUANA DISPENSARY PARKING OBSERVATION RESULTS

Location	20940 John R Rd, Hazel Park		642 E 9 Mile, Ferndale Crucial		925 E Drayton, Ferndale Nature's Remedy		1921 Hilton, Ferndale Green Buddah		Proposed Development
Sqft	2,655		2,982		2,240		2,836		1,800
Total Spaces	22		32		23		23		27
Time	Percent Occupied	Spaces Occupied	Percent Occupied	Spaces Occupied	Percent Occupied	Spaces Occupied	Percent Occupied	Spaces Occupied	
16:00	91%	20	13%	4	65%	15	61%	14	
16:30	50%	11	22%	7	61%	14	65%	15	
17:00	50%	11	28%	9	61%	14	65%	15	
17:30	73%	16	16%	5	61%	14	78%	18	
18:00	77%	17	22%	7	43%	10	70%	16	

TABLE 3: PEAK HOUR MARIJUANA DISPENSARY PARKING OBSERVATION STATISTICS

	Percent Occupied	Spaces Occupied
Min	13%	4
Max	91%	20
Average	54%	12.6
Median	61%	14

The projected parking demand at the proposed development was calculated using this observed data. The spaces occupied at the peak window of each site was divided by the usable floor area to create a rate of spaces occupied per 1000 square feet. This was then averaged across the sites with the results shown in **Table 4**. The average and max rates (the latter also being a Skymint dispensary) were then multiplied with the 1,800 usable square feet of the proposed development to estimate about 11 to 14 spaces occupied at peak respectively, as shown in **Table 5**.

TABLE 4: PEAK SPACES OCCUPIED PER 1000 SQFT OF USABLE FLOOR AREA

Location	20940 John R Rd, Hazel Park Skymint	642 E 9 Mile, Ferndale Crucial	925 E Drayton, Ferndale Nature's Remedy	1921 Hilton, Ferndale Green Buddah	Average
Peak Spaces Occupied/1000 Sqft	7.5	3.0	6.7	6.3	5.9

TABLE 5: PROJECTED PEAK PARKING DEMAND AT PROPOSED DEVELOPMENT

Proposed Development Usable Sqft	Peak Spaces Occupied/1000 Sqft	Projected Peak Spaces Occupied	Total Spaces Provided	Projected Peak Percent Occupied
1,800	5.9	10.6	27	39%
	7.5	13.5		50%

The 27 proposed parking spaces greatly exceeds the projected parking demand of 11 to 14 spaces with a significant factor of safety. No additional parking spaces are recommended by RSE. The provided parking also exceeds the 9 spaces required by city ordinance (1 space per 200 usable square feet).

CONCLUSIONS AND RECOMMENDATIONS

Data from observation of nearby dispensary parking operations determined that the proposed number of parking spots exceeds the projected peak demand for the proposed development. No additional parking spaces are recommended by RSE.

Please let us know if there are questions or if you need anything further.

Regards,

RS Engineering, LLC



Steve Stramsak, PE, PTOE
Project Engineer

SAS/js



ARC2 LED

Architectural Wall Luminaire



Catalog
Number

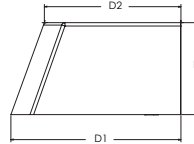
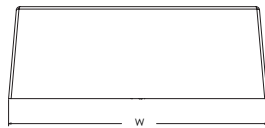
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Depth (D1): 9.25"
Depth (D2): 7.5"
Height: 5"
Width: 14"
Weight: 11 lbs
(without options)



Introduction

The Lithonia Lighting ARC LED wall-mounted luminaires provide both architectural styling and visually comfortable illumination while providing the high energy savings and low initial costs for quick financial payback.

ARC2 delivers up to 6,500 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. It offers integrated emergency battery backup options, including an 8W cold temperature option, making it suitable for pedestrian scale applications in any environment.

ARC LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Approximate Lumens (4000K)				
			P1	P2	P3	P4	P5
ARC1 LED	4W	--	1,500	2,000	3,000	--	--
ARC2 LED	4W	8W	1,500	2,000	3,000	4,000	6,500

Ordering Information

EXAMPLE: ARC2 LED P2 40K MVOLT PE DDBXD

Series	Package	Color Temperature	Voltage	Options	Finish
ARC2 LED	P1 1,500 Lumens	30K 3000K	MVOLT 347 ¹	E4WH Emergency battery backup, CEC compliant (4W, 0°C min) ¹	DDBXD Dark bronze
	P2 2,000 Lumens	40K 4000K		E8WC Emergency battery backup, CEC compliant (8W, -20°C min) ¹	DBLXD Black
	P3 3,000 Lumens	50K 5000K		PE Button type photocell for dusk-to-dawn operation	DNAXD Natural aluminum
	P4 4,000 Lumens			DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) ²	DWHXD White
	P5 6,500 Lumens			SPD6KV 6kV surge protection ¹	DSSXD Sandstone
				FAO Field adjustable light output device. Allows for easy adjustment to the desired light levels, from 20% to 100% ²	DDBTXD Textured dark bronze
					DBLBXD Textured black
					DNATXD Textured natural aluminum
					DWHGXD Textured white
					DSSTXD Textured sandstone

Accessories

Ordered and shipped separately.

WSBBW DDBXD U

Surface - mounted back box (specify finish)

NOTES

- 347V not available with E4WH, E8WC and SPD6KV.
- FAO not available with DMG.



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ARC2 LED
Rev. 03/02/22

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	30K (3000K, 80 CRI)					40K (4000K, 80 CRI)					50K (5000K, 80 CRI)				
		Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P1	11W	1,502	142	0	0	1	1,587	150	0	0	1	1,598	151	0	0	1
P2	16W	2,250	140	0	0	1	2,377	147	0	0	1	2,393	148	0	0	1
P3	24W	3,206	135	0	0	1	3,387	143	0	0	1	3,410	144	0	0	1
P4	30W	3,903	128	1	0	1	4,124	136	1	0	1	4,152	136	1	0	1
P5	51W	6,260	122	1	0	1	6,615	129	1	0	1	6,659	130	1	0	1

Electrical Load

Performance Package	System Watts	Current (A)				
		120V	208V	240V	277V	347V
P1	11W	0.090	0.055	0.049	0.046	0.045
P2	16W	0.141	0.081	0.072	0.064	0.059
P3	24W	0.202	0.117	0.103	0.091	0.079
P4	30W	0.280	0.162	0.144	0.128	0.095
P5	51W	0.471	0.272	0.239	0.212	0.158

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Lumens
E4WH	693
E8WC	1,413

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
10°C	50°F	1.03
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.93	>0.88

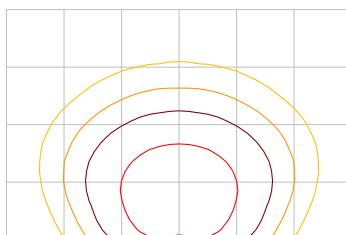
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting ARC LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND

■	0.25 fc
■	0.5 fc
■	1.0 fc
■	3.0 fc

MH = 15ft
Grid = 15ft x 15ft



ARC2 LED P3 40K



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Emergency Egress Options

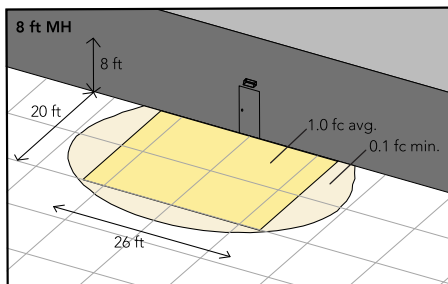
Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90 minutes.

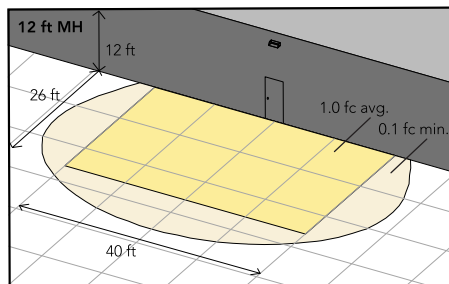
Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

The example below shows illuminance of 1 fc average and 0.1 fc minimum in emergency mode.

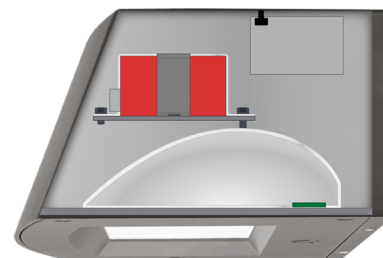
Grid = 10ft x 10ft



ARC2 LED 40K MVOLT E4WH



ARC2 LED 40K MVOLT E8WC



Self-contained solution for clean aesthetic

Mounting, Options & Accessories

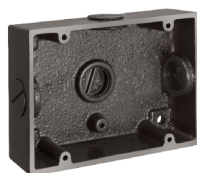


E4WH and E8WC – Emergency Battery Backup

D = 6.5"

H = 5"

W = 11"



BBW – Standard Back Box

D = 1.5"

H = 4"

W = 5.5"

For surface conduit applications.
3/4" conduit entry holes.

FEATURES & SPECIFICATIONS

INTENDED USE

The clean architectural shape of the ARC LED was designed for applications such as hospitals, schools, malls, restaurants, and commercial buildings. The long-life LEDs and driver make this luminaire nearly maintenance-free.

CONSTRUCTION

The die-cast aluminum housing and door act as heat sinks to optimize thermal transfer from the light engine and driver to promote long-life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP65 rating for the luminaire.

FINISH

Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Recessed lens to cut off high angle light and reduce glare. Combination of diffused lens and reflector design has low surface brightness creating a visually comfortable environment with great distribution. LEDs are fully hidden from view to eliminate pixelization and harsh glare. The ARC LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of high-efficiency LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long-life (up to L88/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire is 0-10V dimmable.

INSTALLATION

The universal wall plate, supplied with the luminaire, fits multiple size junction boxes and supports it during wiring for easy installation. Built-in wet location wiring compartment on the luminaire to accommodate wiring connections for applications with no junction box. Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International DarkSky Association (IDA) Fixture Seal of approval (FSA) is available for all products on this page utilizing 3000K color temperature only. Rated for -40°C minimum ambient.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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ARC2 LED
Rev. 03/02/22

ATTACHMENT R

Community Involvement

ATTACHMENT S

Establishment Business Plan



Executive Summary – Establishment Business Plan

The District Park, LLC d/b/a Skymint ("District Park") prides itself at setting the bar for compliance, exceptional products, industry-leading customer experience, and its reputation for being an excellent corporate resident. The Establishment Business Plan details the proposed facility structure and location, facility, operations, HVAC and odor mitigation devices, facility storage plan, sanitation plan, waste disposal plan, security plan, and succession plan.

Facility Structure and Location

District Park is proposing a marijuana facility at 23622 and 23616 Woodward Avenue for the purposes of opening a 2,822 square foot recreational and medical marijuana retail establishment. The proposed location is within the C zoning district which allows for the proposed use and the proposed building will be over 200 feet away from the nearest residentially and used structure. The facility will be operated under the name "Skymint" and will feature a welcoming, aesthetically pleasing, warm Scandinavian design which has been highly regarded in each community where Skymint operates.

Facility Operations

Skymint is proposing to be open to the public from 10:00 am to 9:00 pm, seven days a week, which is compliant with local ordinance. Daily operations will be divided into two shifts and shift managers will take daily shift notes to track sales numbers, patient counts, security, inventory, compliance, and other significant observations. Our proposed operation will include at least 12 employees, but more may be needed in the future, depending upon store success and customer demand. All employees hired will report to our corporate retail team, which has a demonstrated history of national retail experience.

HVAC and Odor Mitigation Devices

Skymint has never had an odor complaint at any of its retail locations, which is the result of multiple controls to ensure a positive community impact and compliance. Like many of our locations, the proposed project will include both primary and secondary HVAC systems, which will be equipped with advanced carbon filtration, which are proven to 'scrub' the air for odor and other pollutants. Additionally, Skymint further reduces the risk of odor by using specially designed packaging and dispensing practices, in addition to storage practices that have been proven to mitigate odors. Several standard operating procedures ("SOPs") are also included in the daily operation of Skymint establishments, such as a daily manager facility perimeter walk, to detect and correct any observed odor emitting from the facility. Additionally, Skymint has put in place SOPs for the intake, diagnostic, and correction of odor complaints in the highly unlikely event that they arise.

Facility Storage Plan

Proper inventory storage requires strategic planning to minimize and eliminate the risk of theft, diversion, unauthorized access to restricted areas, mishandling of sensitive materials, manipulation of inventory controls, cross contamination, and spoiling of finished products. Because of this, Skymint has developed, with the approval of the Michigan Cannabis Regulatory Agency ('CRA'), protocols and SOPs that dictate methods of storage in facilities. Additionally, Skymint works with customers for responsible storage at home and also has SOPs for any damaged or defective products. In addition to product storage, while only 20% of Skymint's sales are conducted through cash transactions, any cash on site is stored in a secured, limited access area and is transported by third-party secure transportation.

Sanitation Plan

Skymint has developed sanitation and product handling SOPs pursuant to the best industry practices to maintain a clean and sanitary facility that ensures the safety and integrity of the products that will be dispensed to the public. These SOPs include daily and weekly sanitation practices and contamination prevention initiatives that are user-friendly and easy to maintain by staff. Store management is responsible for implementation and continued adherence.

Waste Disposal Plan

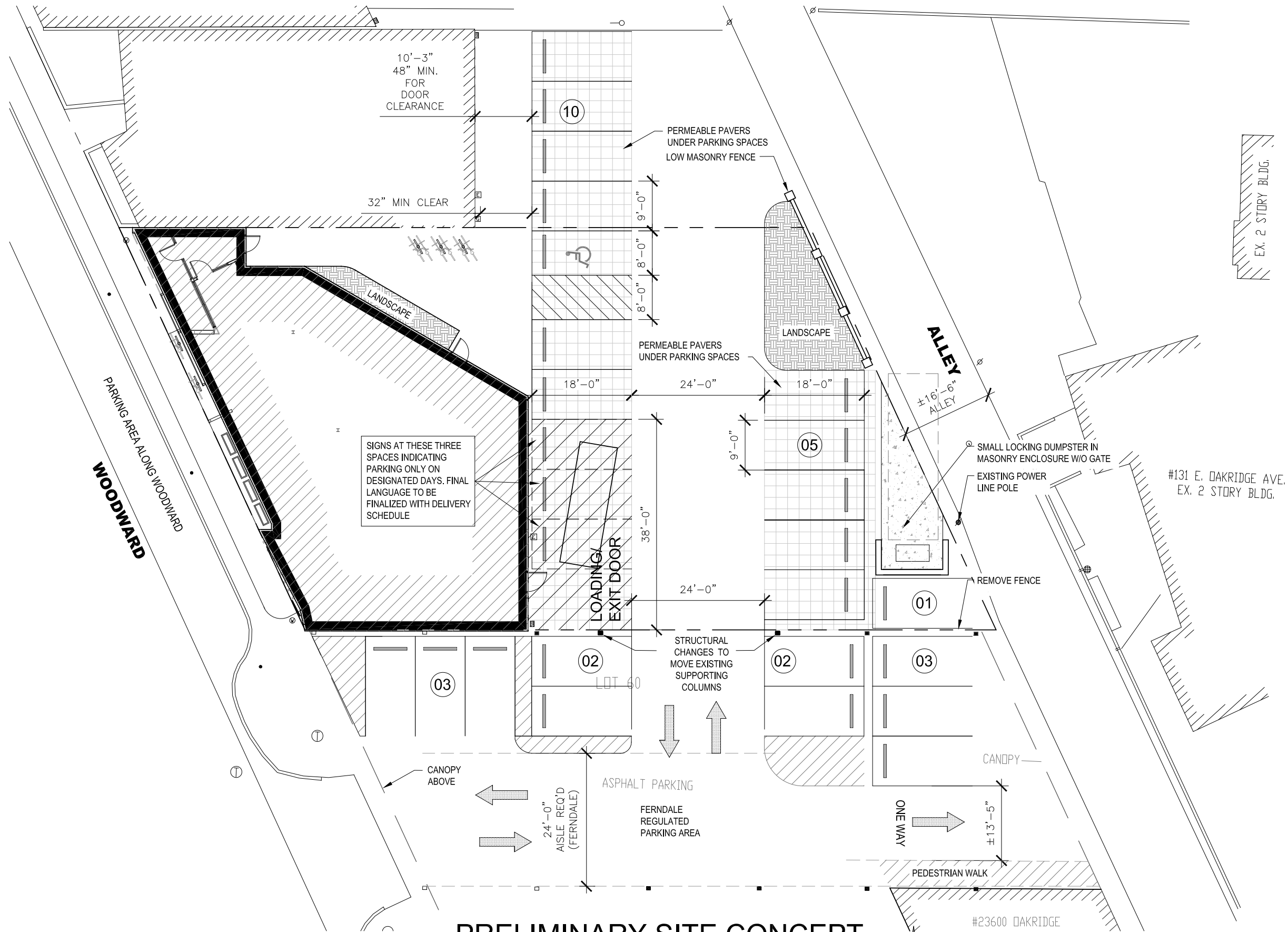
Skymint's waste disposal plan ensures the safe disposal of wastes that must be handled appropriately to avoid endangering public health and the environment. These wastes may be regulated as solid or hazardous wastes and may include marijuana plant material, marijuana-infused products, and other wastes.

Security Plan

Skymint's baseline security requirements for retail facilities are not to simply reiterate existing standards and requirements set for by regulators but are to exceed the standards in every way to provide protection to citizens, retailers, customers, and assets. Skymint's security plan includes on site security, video surveillance, cyber security, alarms, and a response plan that is all coordinated with our own security team, based out of a central command center. Skymint's security plan also includes local considerations and unique concerns of local units of government, such as coordination with local law enforcement and the CRA.

Succession Plan

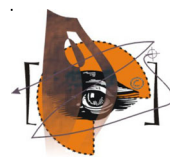
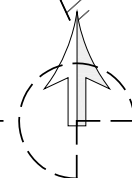
As District Park is an entity, and solely owned by Green Peak Industries, Inc, in the event of an incapacitation due to death on the part of District Park's Manager, Jeffrey Donahue, a new manager will be appointed in his place.



PRELIMINARY SITE CONCEPT- SKYMINT PLEASANT RIDGE, MI



NTS



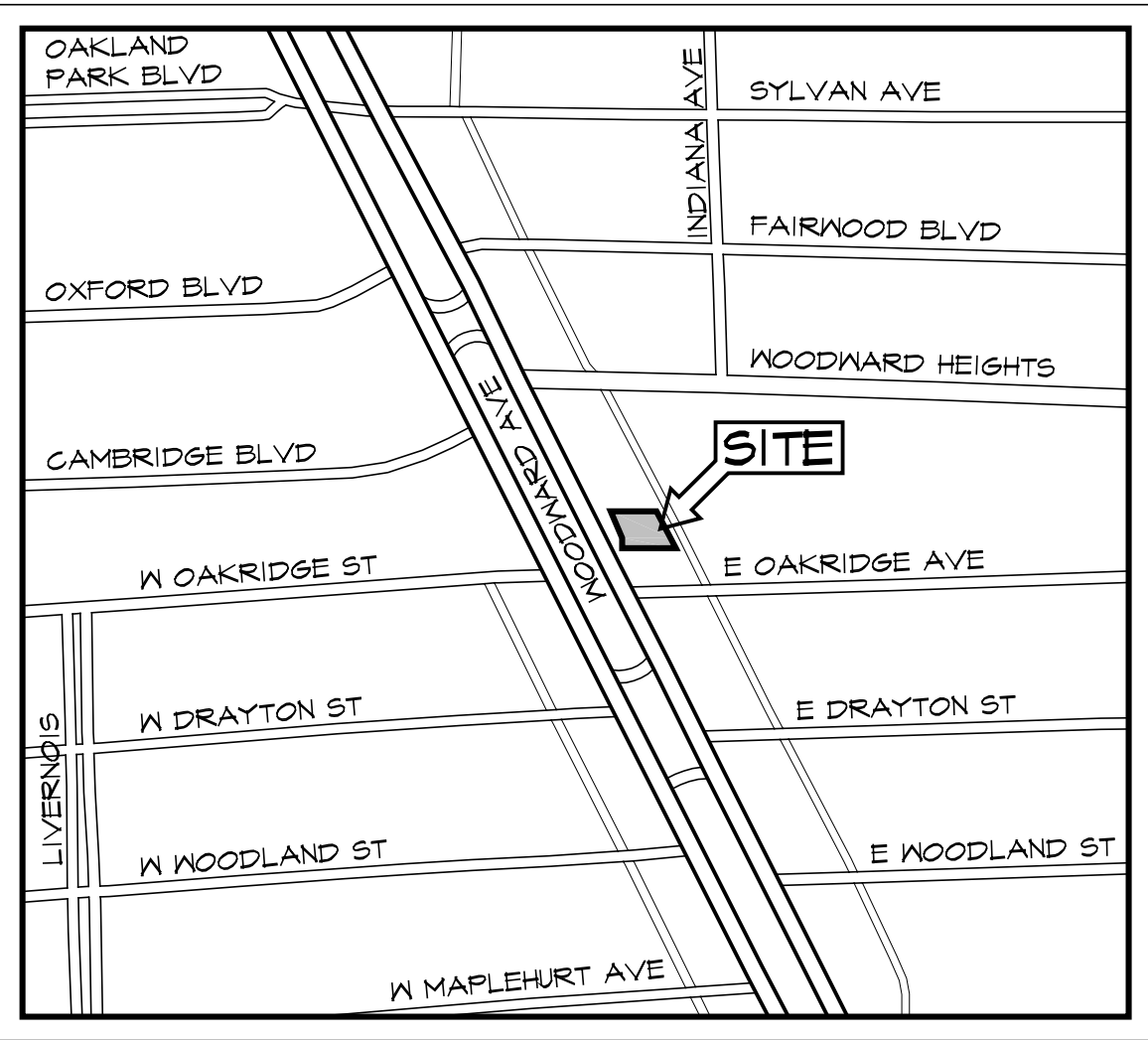
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SKYMINT PROVISIONING CENTER

23622 WOODWARD AVE, PLEASANT RIDGE, MI 48069

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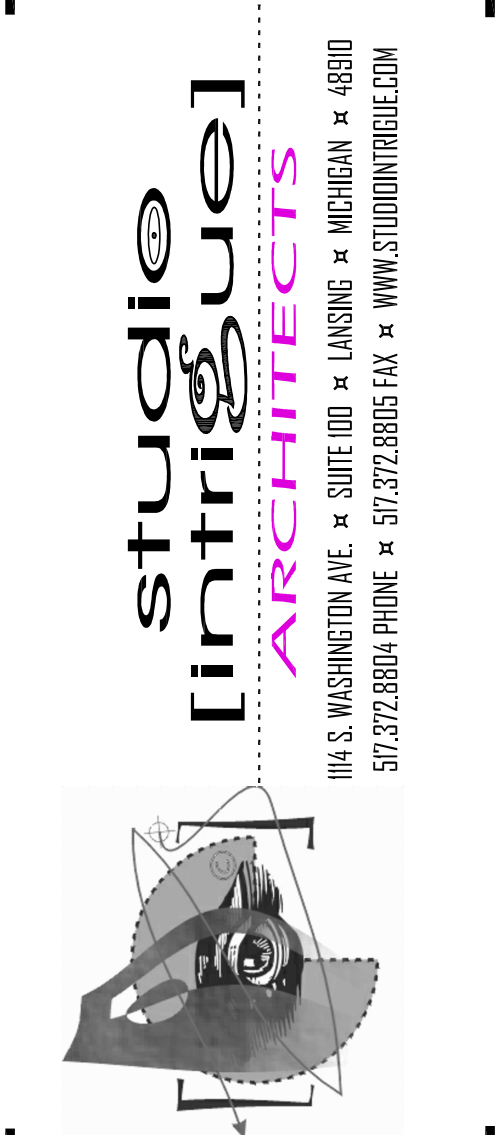


ARCHITECTURAL SHEET INDEX		
SHEET	SHEET DESCRIPTION	DATE
IX	SITE PLAN REVIEW	01/11/22
A-1	GRAPHIC FLOOR PLAN	04/11/22
A-3	GRAPHIC BUILDING ELEVATION	07/29/22
C-1	GRAPHIC SITE PLAN	08/01/22

CIVIL SHEET INDEX		
SHEET	SHEET DESCRIPTION	DATE
SP-1	EXISTING SITE SURVEY AND DEMOLITION	07/28/22
SP-2	GRAPHIC SITE PLAN, LANDSCAPE, AND PHOTOMETRIC PLAN	07/28/22
SP-3	SITE DETAILS AND BUFFER MAP	07/28/22

SITE PLAN APPROVAL	01/11/22
SITE PLAN APPROVAL	04/21/22
SITE PLAN APPROVAL	05/03/22
SITE PLAN APPROVAL	07/29/22

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Project Type
RENOVATION

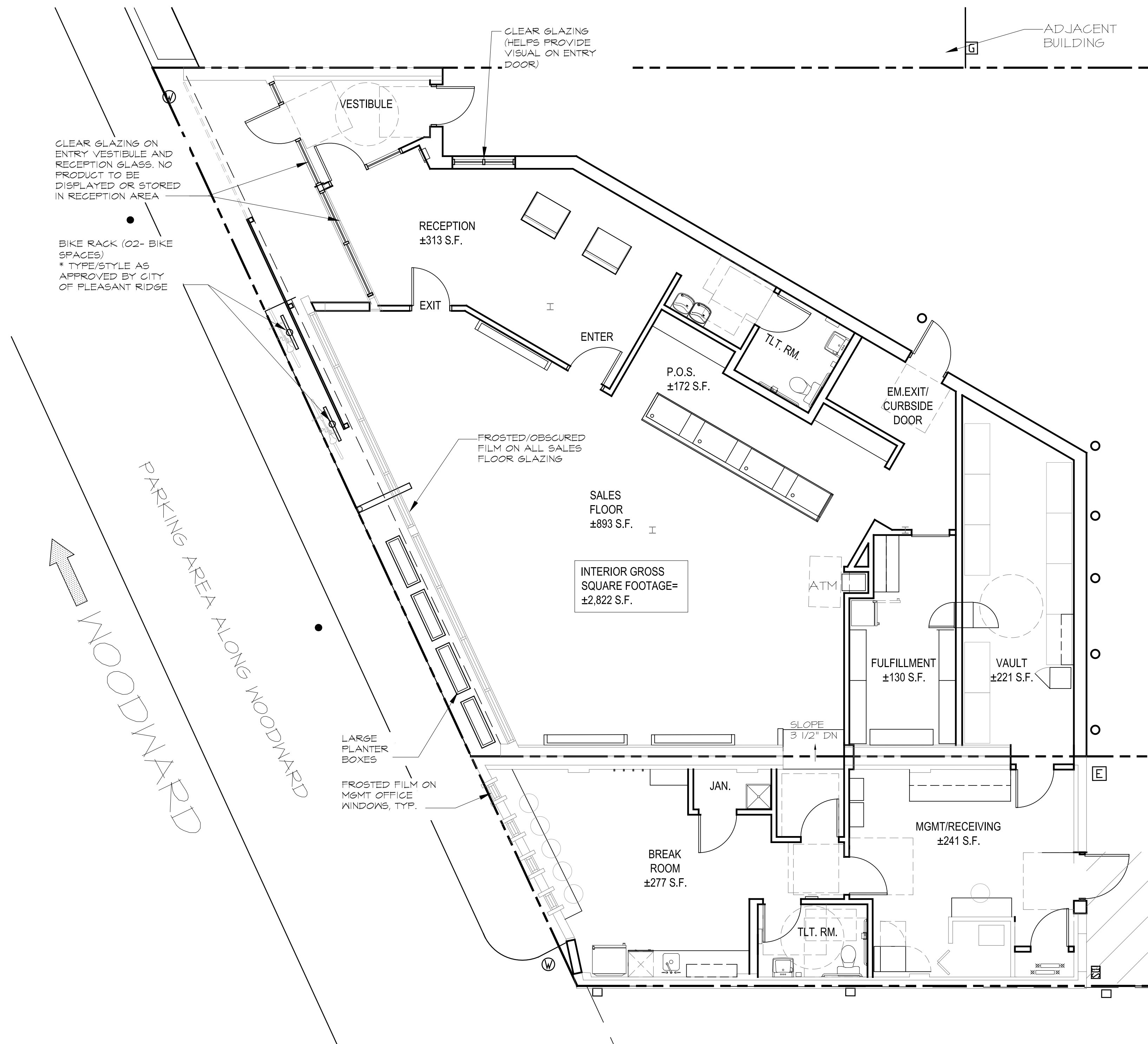
Project
SKYMINT
PROVISIONING CENTER
23622 WOODWARD AVE.
PLEASANT RIDGE, MI 48069

Client
THE
DISTRICT PARK
LLC

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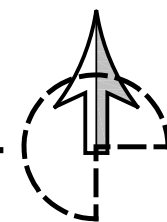
Project Number
21.143

Sheet
IX



PRELIMINARY FLOOR PLAN

3/16"=1'-0" @ 24x36



PRELIMINARY
NOT FOR
CONSTRUCTION

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SITE PLAN APPROVAL
01/11/22

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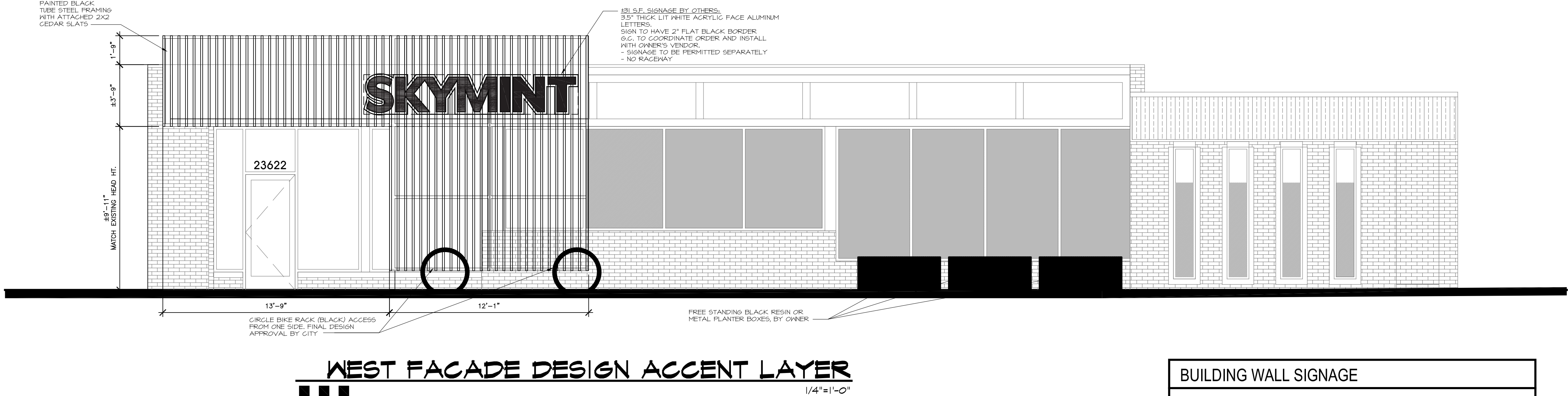
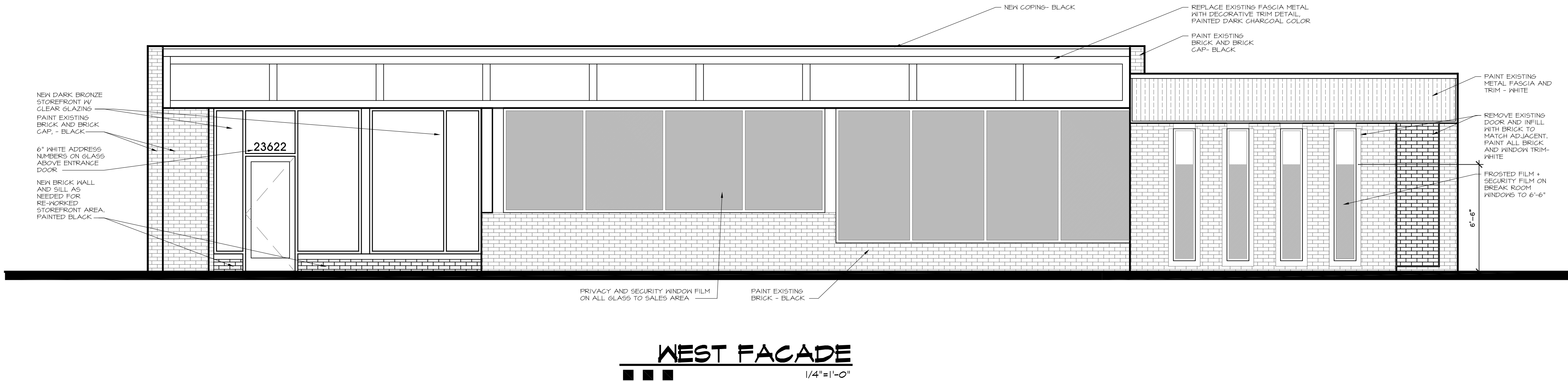
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Project SKYMINT PROVISIONING CENTER
Client THE DISTRICT PARK LLC

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Project Number 21.143
Sheet A-1



BUILDING WALL SIGNAGE

ALLOWABLE WALL SIGNAGE:
A. MAXIMUM AREA OF SIGN: FIFTEEN (15) PER CENT OF BUILDING FACADE AREA UPON WHICH THE SIGN IS PLACED, NOT TO EXCEED TWO HUNDRED (200) SQUARE FEET MAXIMUM (MAXIMUM AREA OF SIGNS TO INCLUDE THE SUM OF THE BUILDING FACADE AREA OF ALL WALL SIGNS PER FRONTAGE).

WEST ELEVATION=±1054 SQUARE FT X.15 = 158.1 S.F. ALLOWABLE WALL SIGN

PROPOSED BUILDING WALL SIGNAGE:
WEST ELEVATION: 31 S.F. < 158.1 S.F. ALLOWED = OK

NOTE!!!!
THE SIGNAGE SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. DO NOT SCALE THE ARCHITECTURAL DRAWINGS FOR FABRICATION OF SIGN DRAWINGS - THESE DRAWINGS ARE NOT SHOP DRAWINGS. THE SIGN VENDOR SHALL PRIOR TO FABRICATING ANY SIGNS, VISIT THE PROJECT SITE TO MEASURE & OBSERVE FIELD CONDITIONS.

PRELIMINARY
NOT FOR
CONSTRUCTION

FOR ILLUSTRATIVE PURPOSES ONLY

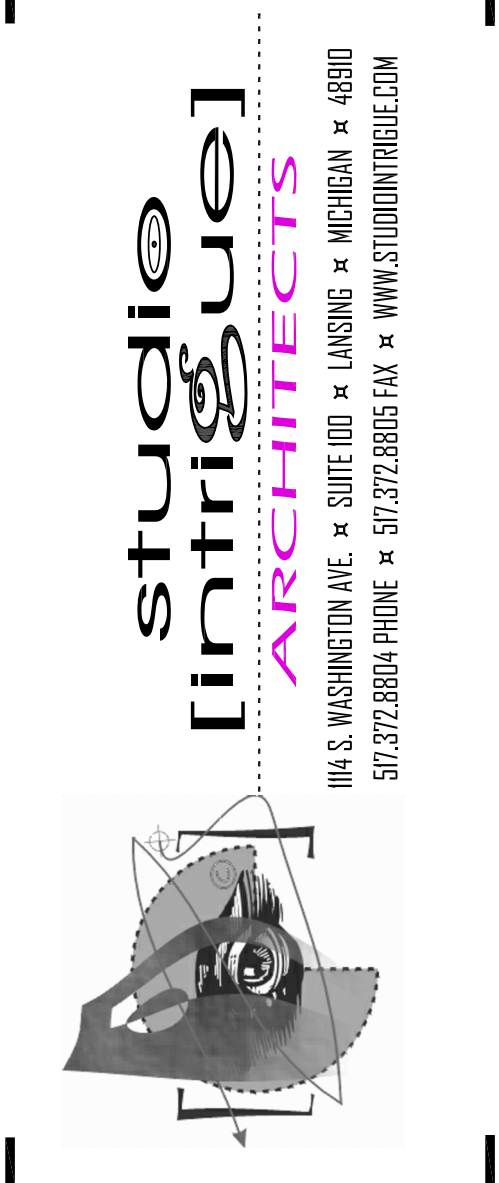
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STUDIO [INTRIGUE] ARCHITECTS LLC EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR CONNECTED WITH THE USE OF THESE DRAWINGS FOR ANY PURPOSE OTHER THAN ILLUSTRATION.

LICENSE TO USE OF THIS DRAWING SHALL BE LIMITED TO CLIENT REVIEW ONLY.

SITE PLAN APPROVAL	
REVISIONS	
12/17/21	
07/29/22	

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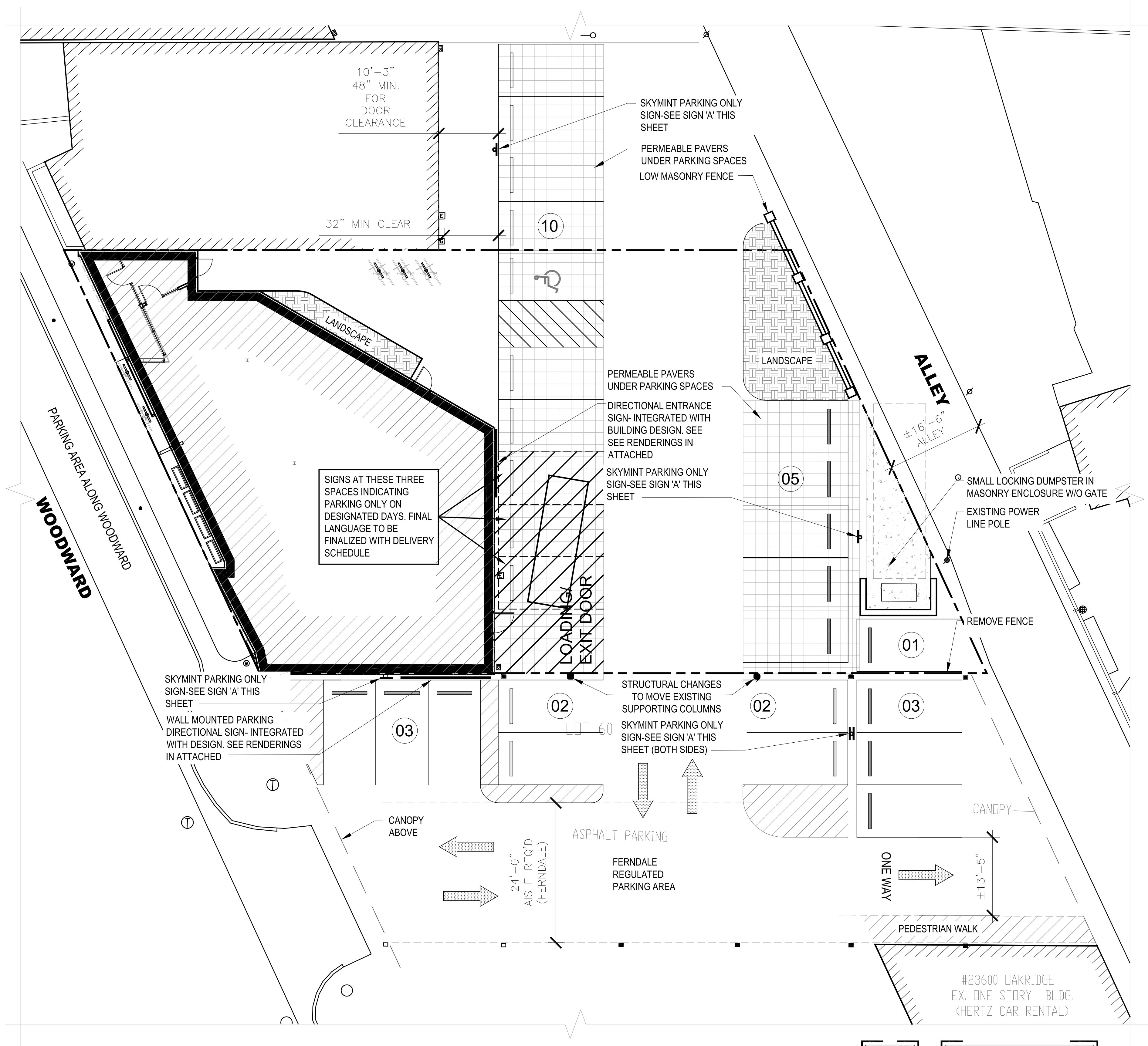
Project Type	RENOVATION
Project	SKYMINT PROVISIONING CENTER
Client	THE DISTRICT PARK LLC

Client	THE DISTRICT PARK LLC
--------	-----------------------------

Project Number	21.143
Sheet	A-3



SAMPLE-OWNER PROVIDED
PARKING SIGN



GRAPHIC PARKING SIGNAGE PLAN

1"=10'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

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SITE PLAN APPROVAL
04/20/22
05/03/22
08/01/22

04/20/22
05/03/22
08/01/22

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Project Type
RENOVATION

Project
SKYMINT
PROVISIONING CENTER
23622 WOODWARD AVE.
PLEASANT RIDGE, MI 48069

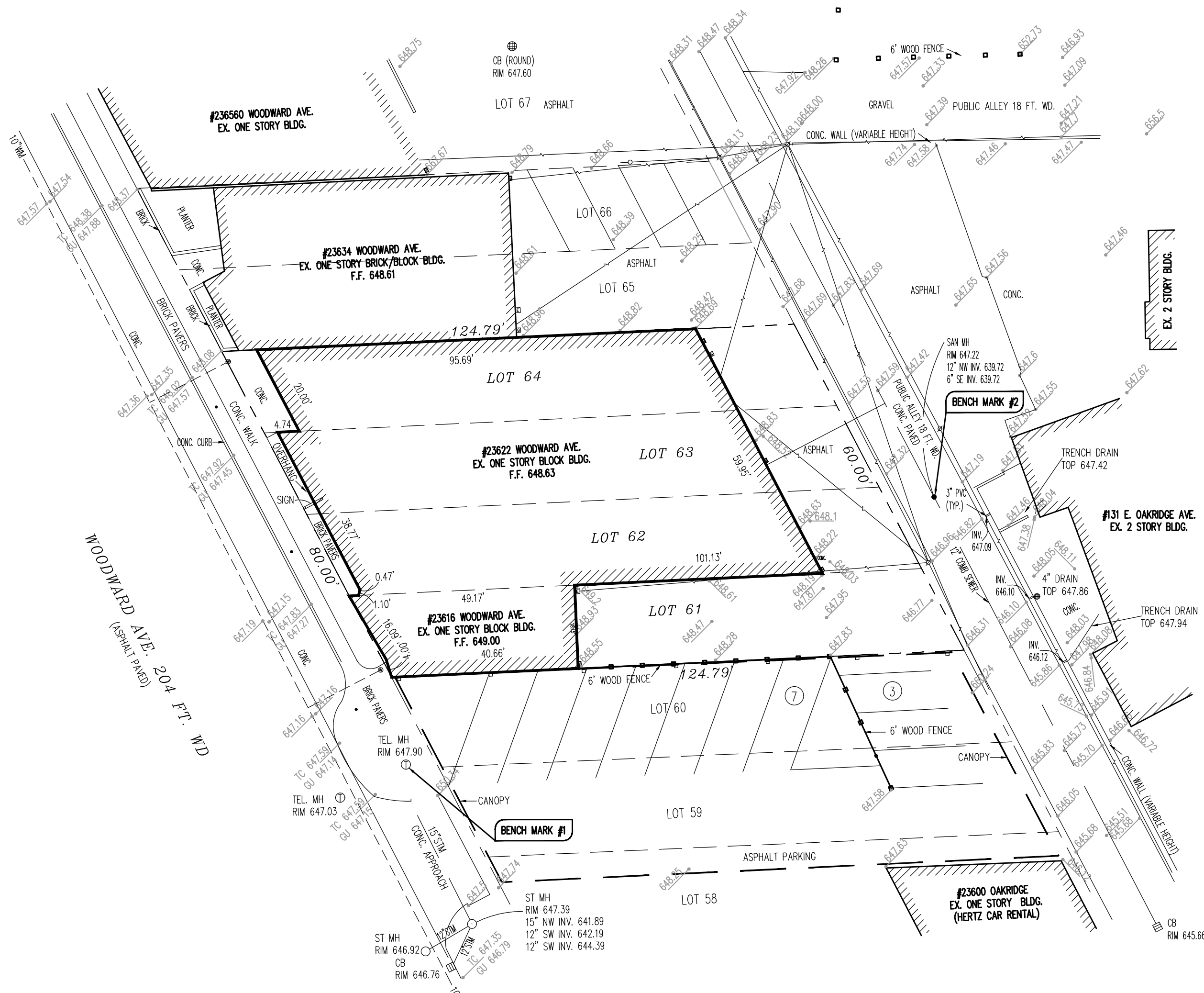
Client
THE
DISTRICT PARK
LLC

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Project Number
21.143

Sheet
C-1

SURVEY PLAN



LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF PLEASANT RIDGE, COUNTY OF OAKLAND, STATE OF MICHIGAN TO WIT: LOTS 61, 62, 63 AND 64 OF WOODLAND HEIGHTS SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 10 OF PLATS, PAGE 27, OAKLAND COUNTY RECORDS

ZONING INFORMATION

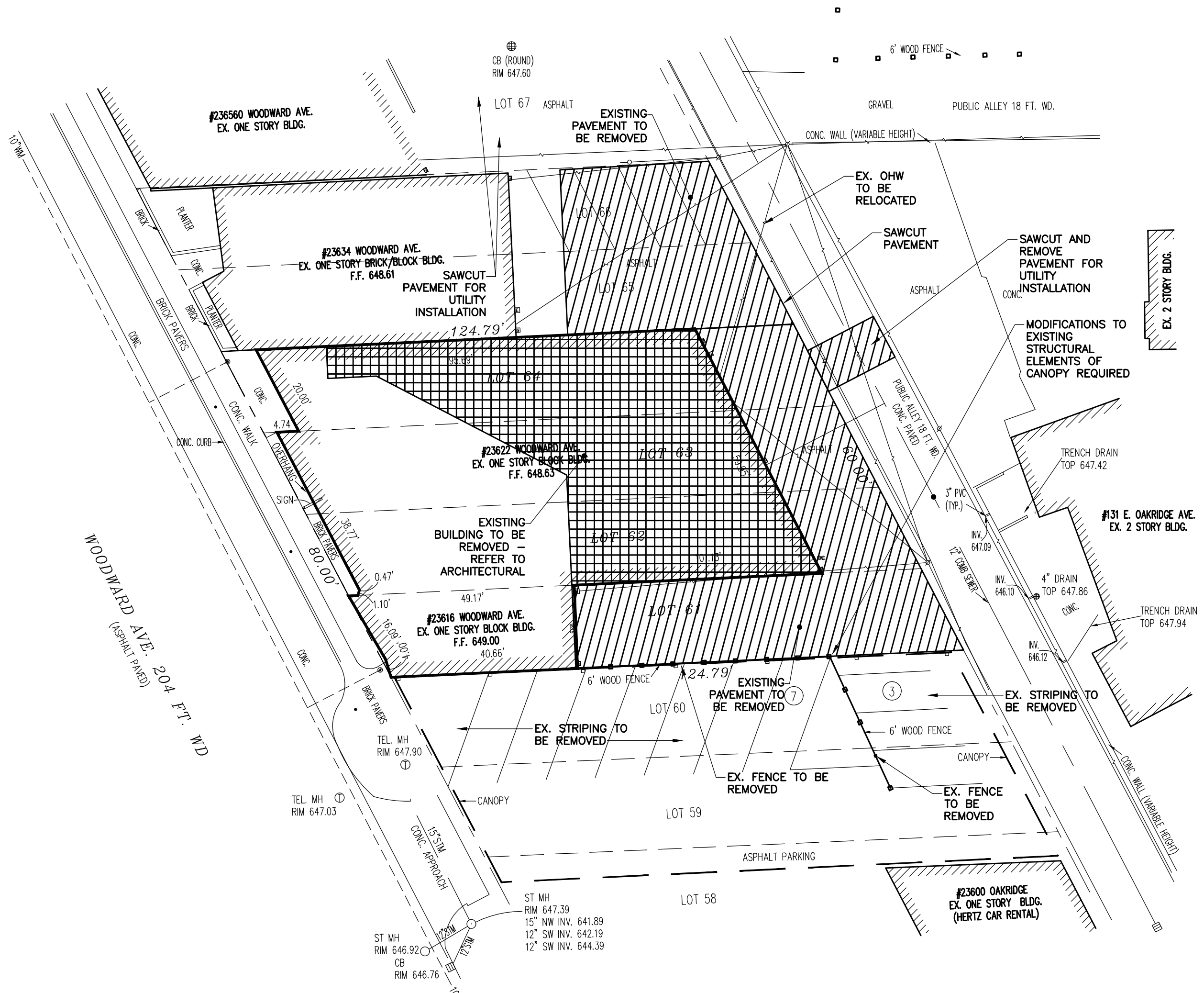
ZONED- C (COMMERCIAL COMMUNITY)
SETBACKS:
FRONT:- 10'
REAR:- 10'
SIDE:- 0'

BENCHMARKS

B.M. #1 - RIM OF TELEPHONE MANHOLE
ELEVATION= 647.90 (NAVD88)

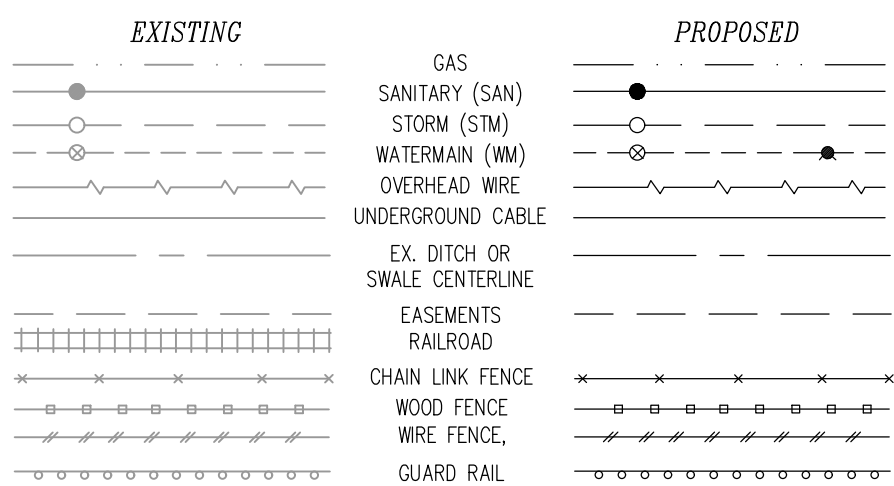
B.M. #2 - RIM OF SANITARY MANHOLE
ELEVATION= 647.22 (NAVD88)

REMOVAL PLAN

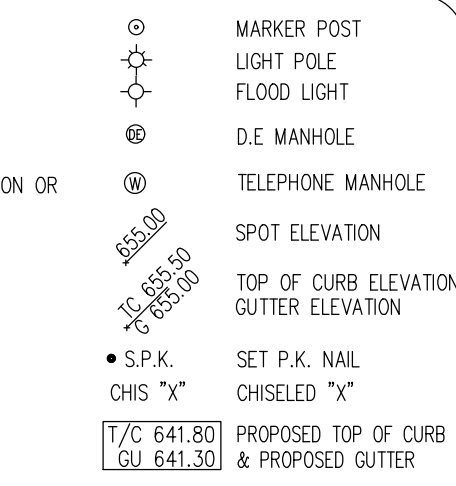
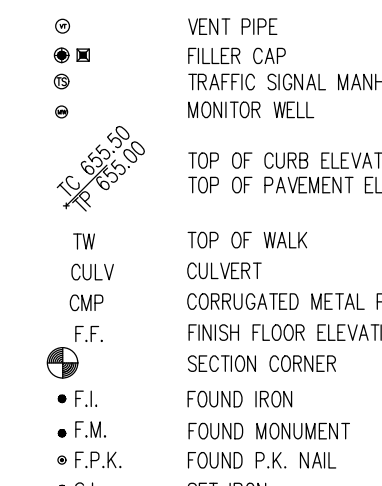
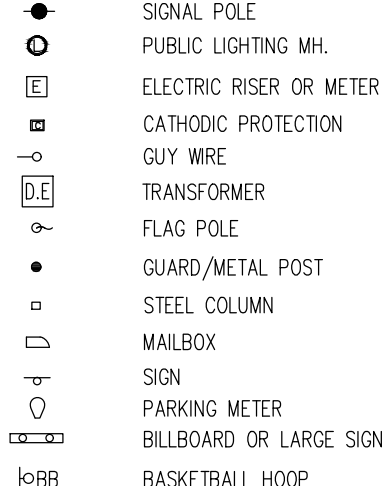
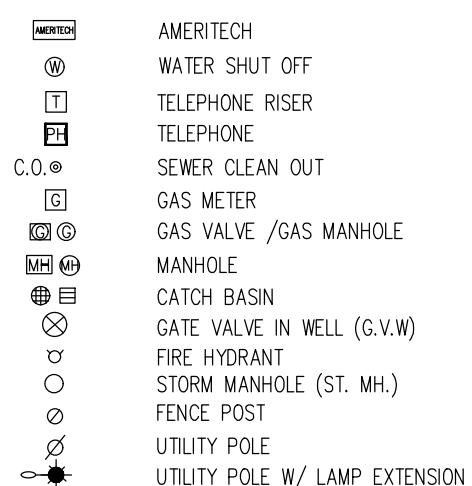


REMOVAL NOTES

1. CONTRACTOR TO PROVIDE NECESSARY SIGNAGE, BARRICADES AND OTHER DEVICES FOR PROTECTION OF THE PUBLIC AND CONSTRUCTION WORKERS PRIOR TO PERFORMING ANY WORK. TRAFFIC CONTROL TO CONFORM TO M.M.U.T.C.D.
2. ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO STARTING REMOVALS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE ALL PERMITS AND POST ALL BONDS PRIOR TO CONSTRUCTION, OR ENSURE THAT ALL REQUIRED PERMITS AND BONDS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION BY CALLING MISS-DIG AT 1-800-482-7171 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATION.
5. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ALL UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH LIKE MATERIAL. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE LOCATED BY HAND DIGGING.
6. ALL DEMOLITION MATERIAL SHALL BE DISPOSED OF OFF-SITE. DISPOSE OF ALL DEBRIS LEGALLY OFF-SITE.
7. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO STREETS, SIDEWALKS OTHER STRUCTURES AND ADJACENT AREAS CAUSED BY DEMOLITION OR HAULING OPERATIONS.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY ACTIONS TO ENSURE WORKER SAFETY AND COMPLIANCE WITH MI-OSHA GUIDELINES.
9. CONTRACTOR SHALL FULLY REMOVE ALL BUILDING STRUCTURES, SLABS AND FOUNDATIONS AS INDICATED.
10. SAWCUTTING OF CONCRETE SHALL BE AT THE LOCATION INDICATED OR AT THE NEAREST JOINT.



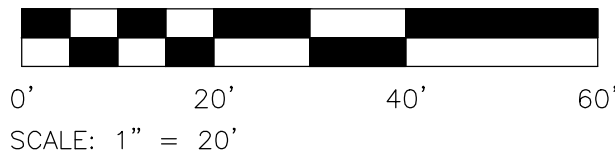
LEGEND



THE UTILITY LOCATIONS AS HEREON SHOWN ARE BASED ON FIELD OBSERVATIONS AND A CAREFUL REVIEW OF MUNICIPAL AND UTILITY RECORDS. HOWEVER IT IS NOT POSSIBLE TO DETERMINE THE PRECISE SIZE, LOCATION, DEPTH, OR ANY OTHER CHARACTERISTICS OF UNDERGROUND UTILITIES WITHOUT EXCAVATION. THEREFORE WE CAN NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE BURIED UTILITY INFORMATION HEREON SHOWN.



Know what's below.
Call before you dig.



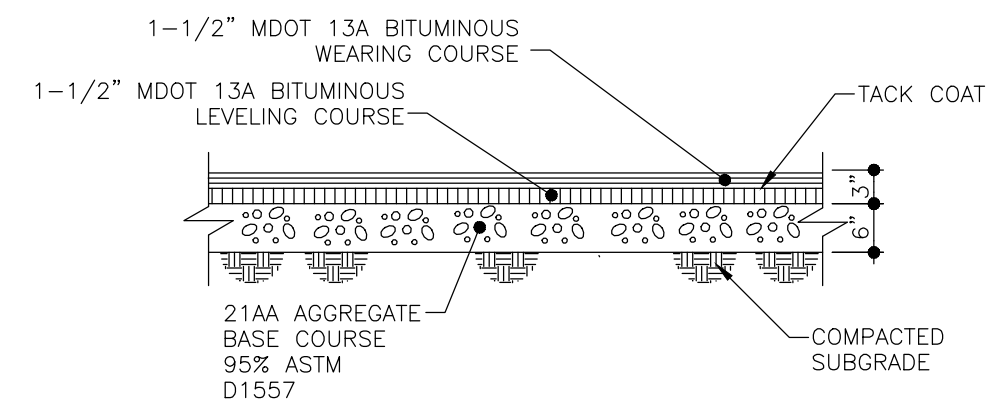
811
LAND SURVEYING CIVIL ENGINEERING
3253 LYNHURST CT., OAKLAND MI 48306
TEL (248) 670-6556

SKYMINT

SCALE: 1"=20'	DATE: 01-10-2022	JOB #: 21172	SHEET:
DRAWN BY: ACA	CHECKED BY: MMF	APPROVED BY:	
APPLICATION: 01/10/2022	ADD PARKING: 04/15/2022	SITE UPDATE: 07/28/2022	

SP-1

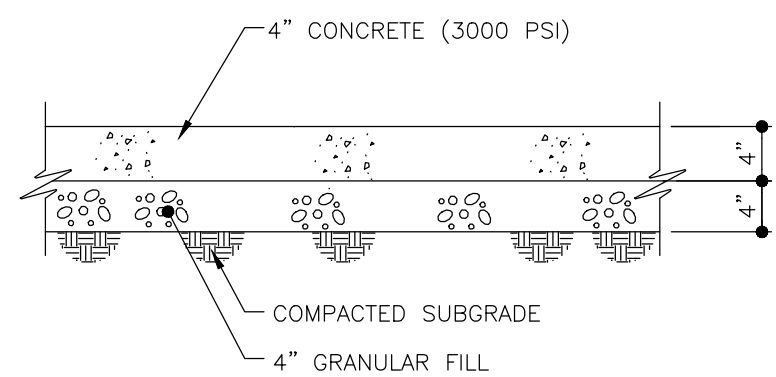
SITE DETAILS



NOTE: A GEOTECHNICAL REPORT WITH PAVEMENT DESIGN RECOMMENDATIONS WAS NOT AVAILABLE, THEREFORE THE PAVEMENT SECTION REPRESENTS THE MINIMUM STANDARDS RECOMMENDED.

BITUMINOUS PAVEMENT

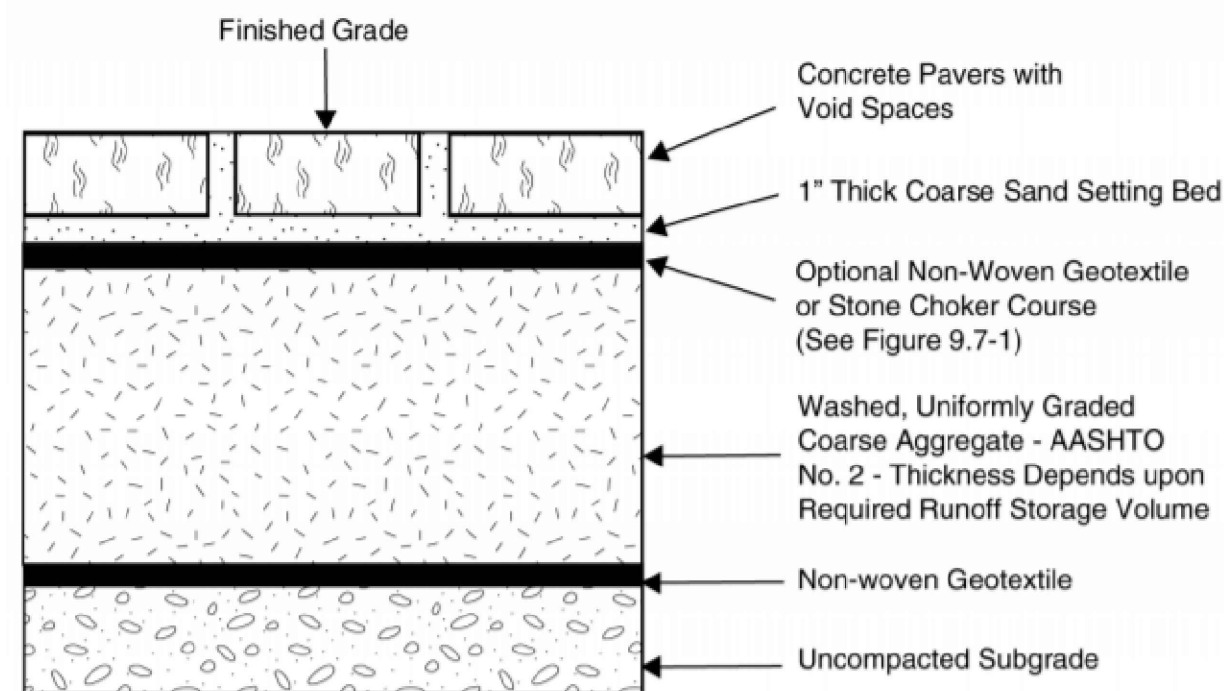
NO SCALE



NOTE:
CONTRACTION JOINT SHALL BE 1/4"x2 3/4" DEEP,
SPACED AT 5'-0" INTERVALS. EXPANSION JOINTS SHALL
BE 1/2" PREMOLDED FILLER, SPACED AT A MAXIMUM 30'
APART. EXPANSION JOINTS TO BE PLACED BETWEEN NEW
AND EXISTING CONCRETE.

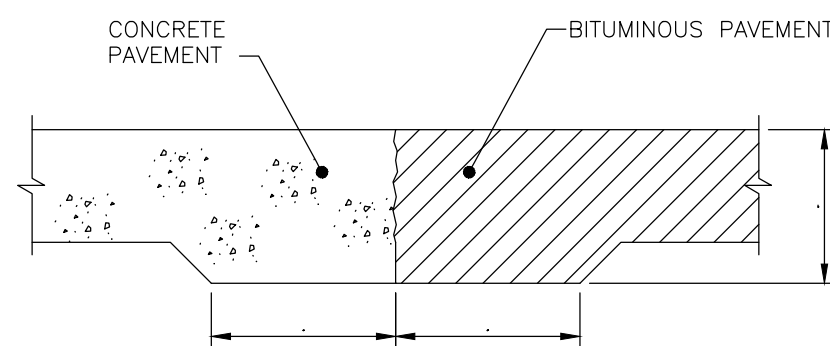
CONCRETE WALK

NO SCALE



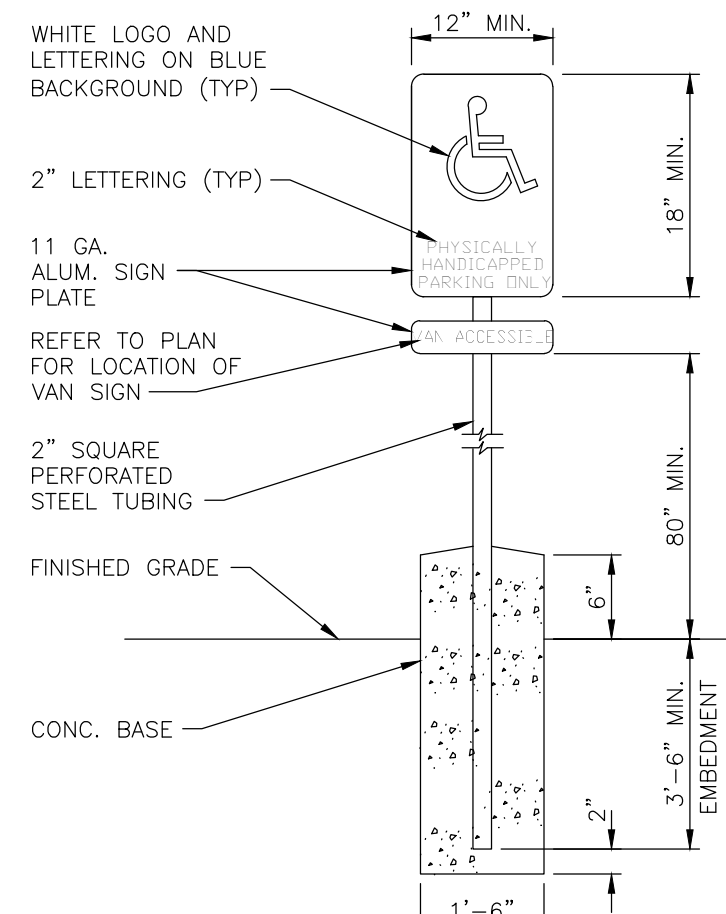
PERMEABLE PAVER SECTION

NO SCALE



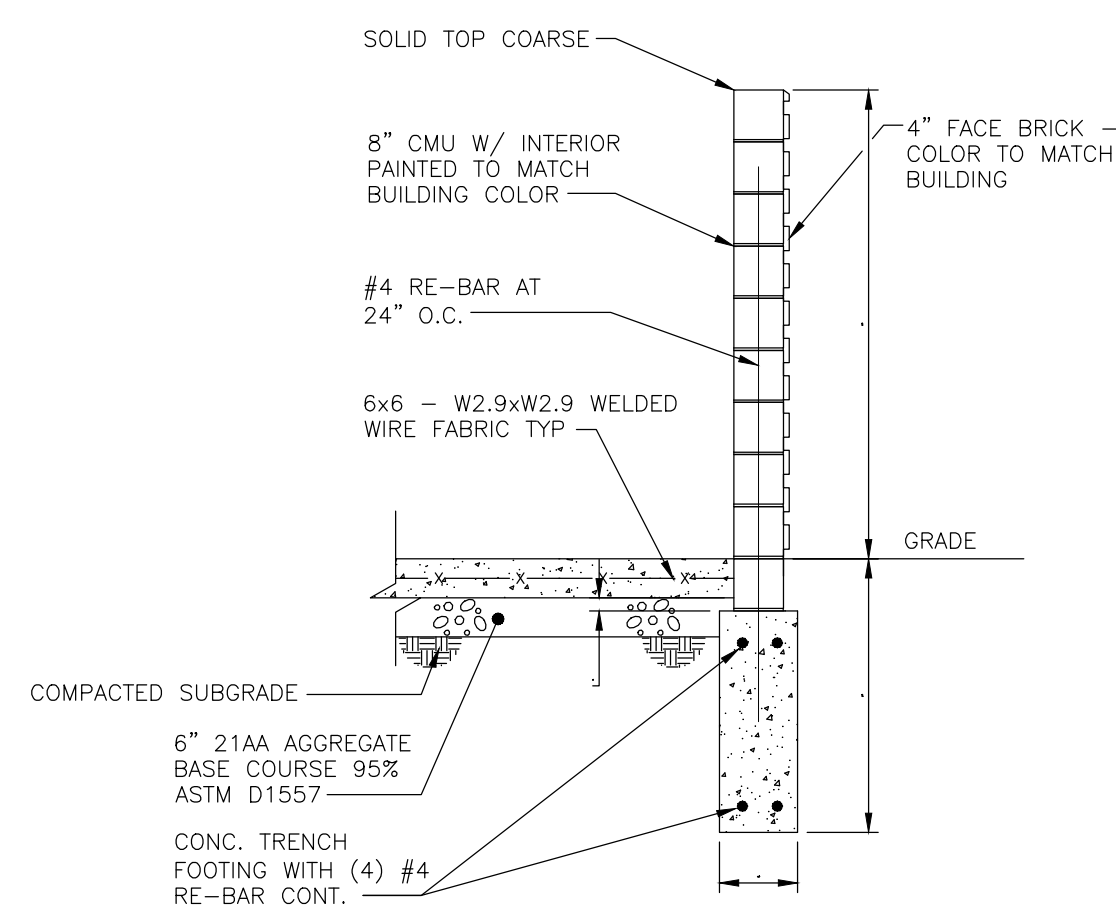
TURNDOWN PAVEMENT SECTION

NO SCALE



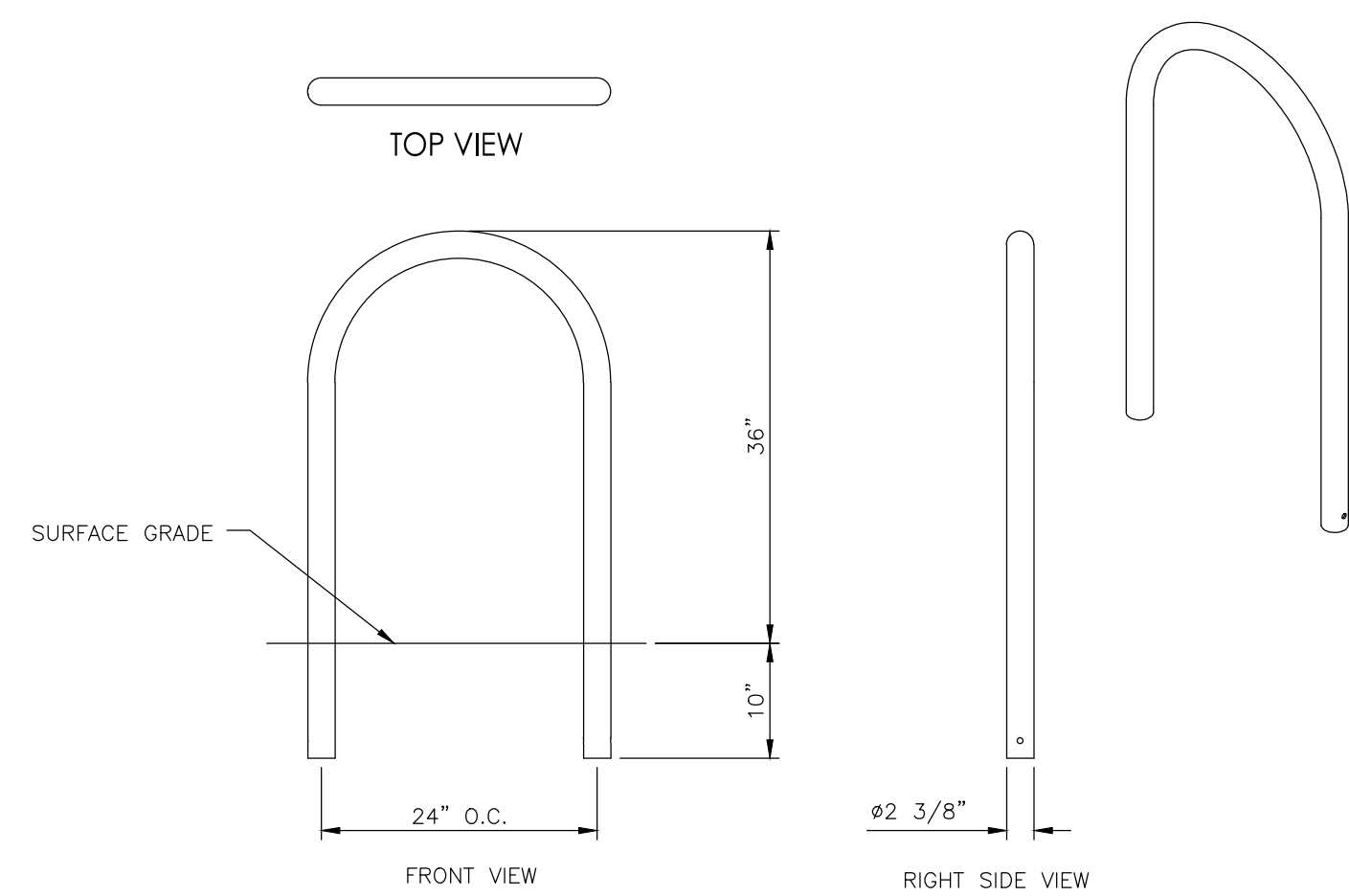
TYPICAL HANDICAP SIGN

NO SCALE



DUMPSTER WALL

NO SCALE

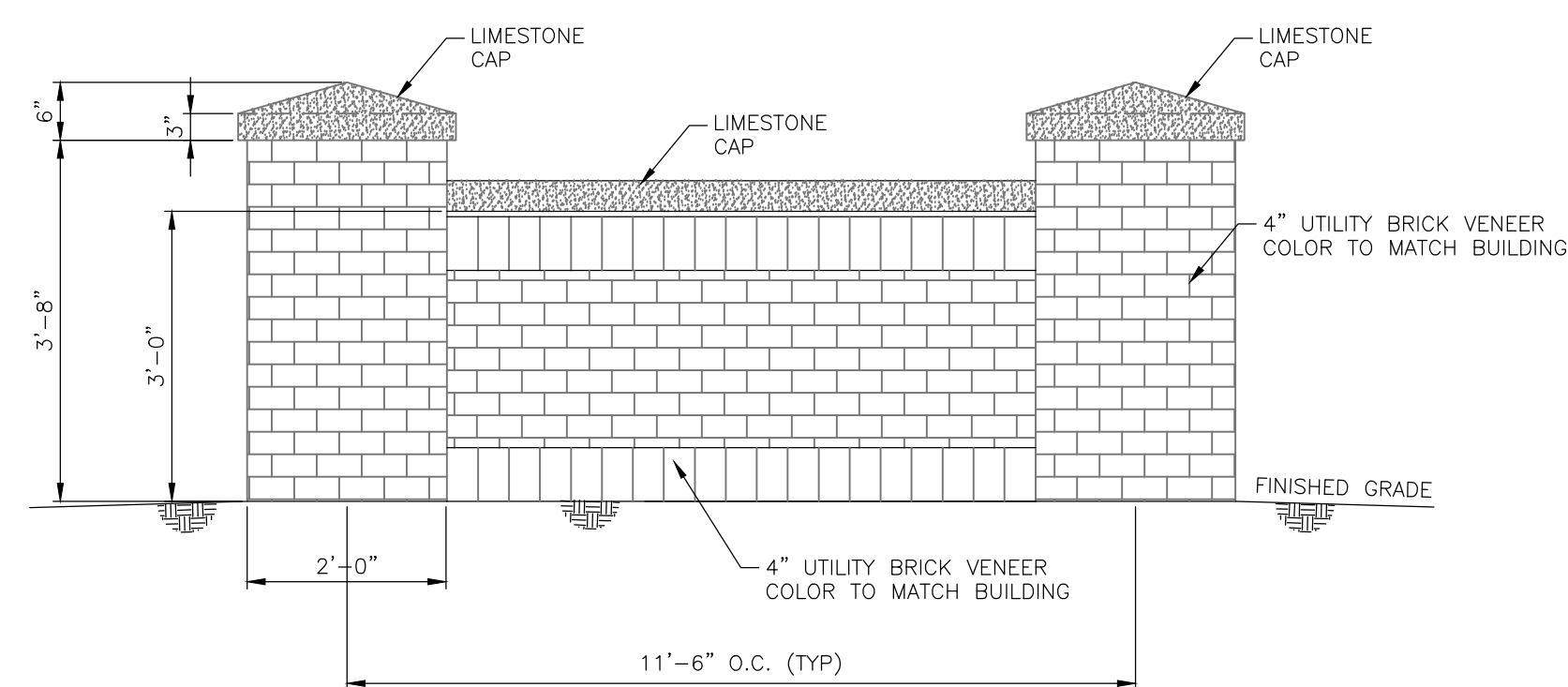


BIKE RACK

NO SCALE

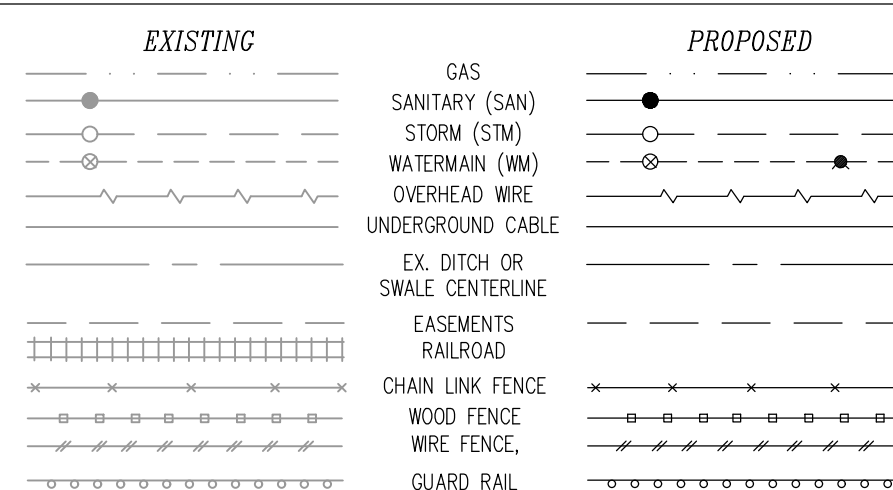
NOTES:
APEX BIKE RACK BY SITE SCAPES,
PRODUCT NO. AP2-02-EM
PLACE RACK MINIMUM OF 24" FROM WALL

MATERIAL LIST:
1. TUBING— ϕ 2 $\frac{3}{8}$ "x.154" WALL STEEL TUBING

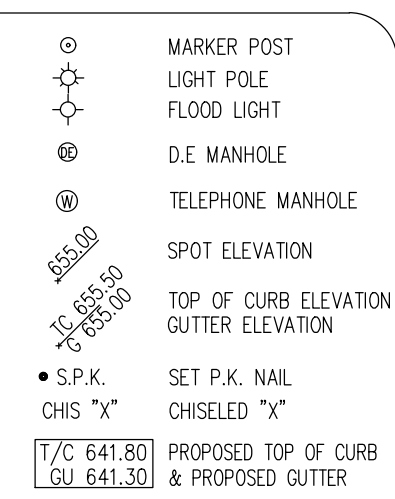
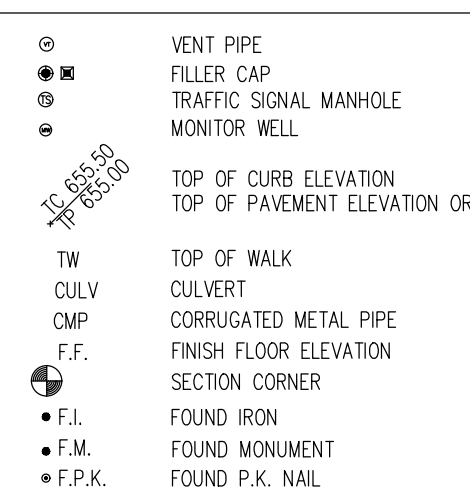
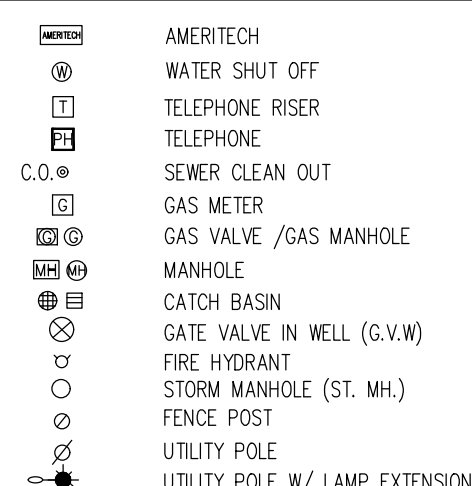


LANDSCAPE SCREEN WALL

NO SCALE



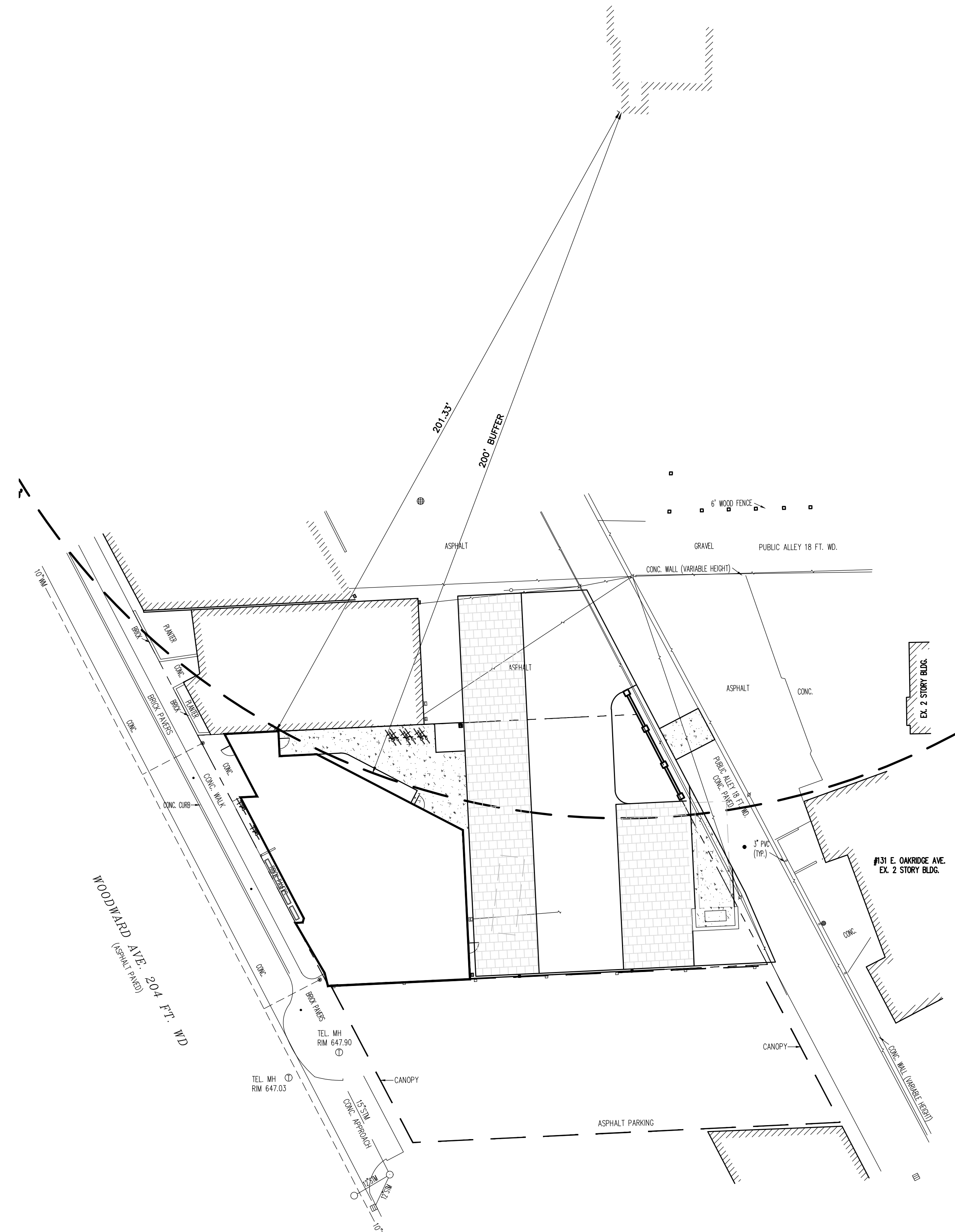
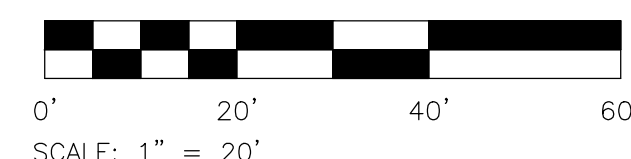
LEGEND



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Know what's **below**.
Call before you dig.



SURVEY TECH
LAND SURVEYING CIVIL ENGINEERING
 3253 LYNHURST CT., OAKLAND MI 48306
 TEL (248) 670-6556

SKYMINT

SCALE: 1"=20'	DATE: 01-10-2022	JOB # : 21172	SHEET:
DRAWN BY: ACA	CHECKED BY: MMF	APPROVED BY:	
APPLICATION 01/10/2022	<div style="text-align: center; font-size: 2em; font-weight: bold;">SP-3</div>		
ADD PARKING 04/15/2022			
SITE UPDATE 07/28/2022			

DECLARATION OF RESTRICTIONS AND PARKING EASEMENT

FL MI RE 22, LLC, a Michigan limited liability company, whose address is 255 S. Old Woodward, Suite 320, Birmingham, MI 48009 (“Owner”), the owner of the property described on Exhibit A hereto (“Subject Property”), hereby makes the following declaration of restrictions, and contingent declaration of easement (“Declaration”).

Recitals

- A. The District Park, LLC (“Applicant”) has applied to the City of Pleasant Ridge (“City”) for a marijuana facility license (“License”) for an adult-use retailer and a provisioning center (the “Businesses”), pursuant to Chapter 18 of the Pleasant Ridge City Code at the Subject Property.
- B. The City requires assurances that the parking proposed to be provided for the Businesses is maintained in accordance with City ordinances and the conditions attached to the License approvals issued to Applicant.
- C. The structure within which the Businesses will be operated is on the parcel designated on Exhibit A as Parcel 1. Parcel 2 is a parcel of property immediately north of Parcel 1, located within City, on which parking for the Businesses is proposed. Parcel 3 is a parcel in the City of Ferndale, south of Parcel 1, on which parking for the Businesses is also proposed to be located.
- D. Owner and Applicant are agreeable to placing the restrictions and other covenants found in this Declaration.

Restrictions

- 1. A minimum of 23 parking spaces on the Subject Property shall be exclusively used to provide parking for employees and customers of the Businesses. These spaces are designated on Exhibit B. No other property or business shall be entitled to utilize, or use, these spaces for parking purposes.
- 2. No interest in Parcel 1 shall be sold, conveyed, or encumbered without the consent of the City.

3. In the event that Parcels 2 or 3 are ever conveyed by Owner, then a perpetual easement for parking purposes shall be established for the benefit of Parcel 1 across, over, and through the property being conveyed as follows:

- (a) The property conveyed shall be the burdened property.
- (b) The "Easement Area" is that land designated for parking purposes on Exhibit B.
- (c) The easement shall be for the purpose of providing parking to the Subject Property as required by the License and this Declaration. No use of the Easement Area shall be allowed contrary to this Declaration.
- (d) The Easement Area shall be continuously maintained in good repair, by the Owner of Parcel 1, so as to allow for the use of the Easement Area for parking purposes.
- (e) All costs of maintaining the Easement Area, including, without limitation, repair, maintenance, snow removal, and replacement, shall be borne by the Owner of the property described as Parcel 1 on Exhibit A.
- (f) The easement shall be perpetual and shall run with the land.

4. In the event there is a failure to comply with the terms of this Declaration, then the City, at its option in its sole discretion, may choose any or all of the following options: (1) an action for violation of Ordinance No. 455; (2) an action for injunctive relief in the Circuit Court; and/or (3) commence proceedings for revocation of the License. In addition to the forgoing remedies, should the Easement Area not be properly maintained, following notice to Owner and no correction within 15 days of the notice, then the City may enter onto the Subject Property, perform any required maintenance, repair, replacement, or snow removal as determined necessary by the City, and the cost thereof, plus a 15% administration fee, shall be a lien against the Subject Property, which can be collected by the City either by suit against the Owner, foreclosure of the lien, or placing the lien on the next tax roll of the City, with the selection of option at the discretion of the City.

5. Any notices regarding this Agreement shall be in writing at the following addresses:

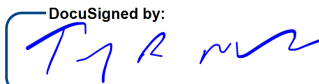
To City: City Manager
 City of Pleasant Ridge
 23925 Woodward Avenue
 Pleasant Ridge, Michigan 48069

To Applicant: The District Park, LLC
 10070 Harvest Park
 Dimondale, MI 48821

6. Any amendment or termination of this Declaration shall not be effective unless in writing and signed by the Owner(s) of the Subject Property and the City. Approval for any amendment shall be in the sole discretion of the City.

7. This Declaration is binding upon the parties hereto, and their heirs, successors, personal representatives, and assigns.

FL MI RE 22, LLC, a Michigan limited liability company

DocuSigned by:

33CD991AE08849B...

By: Thomas Nafso
Its: Manager

CITY OF PLEASANT RIDGE, a Michigan municipal corporation

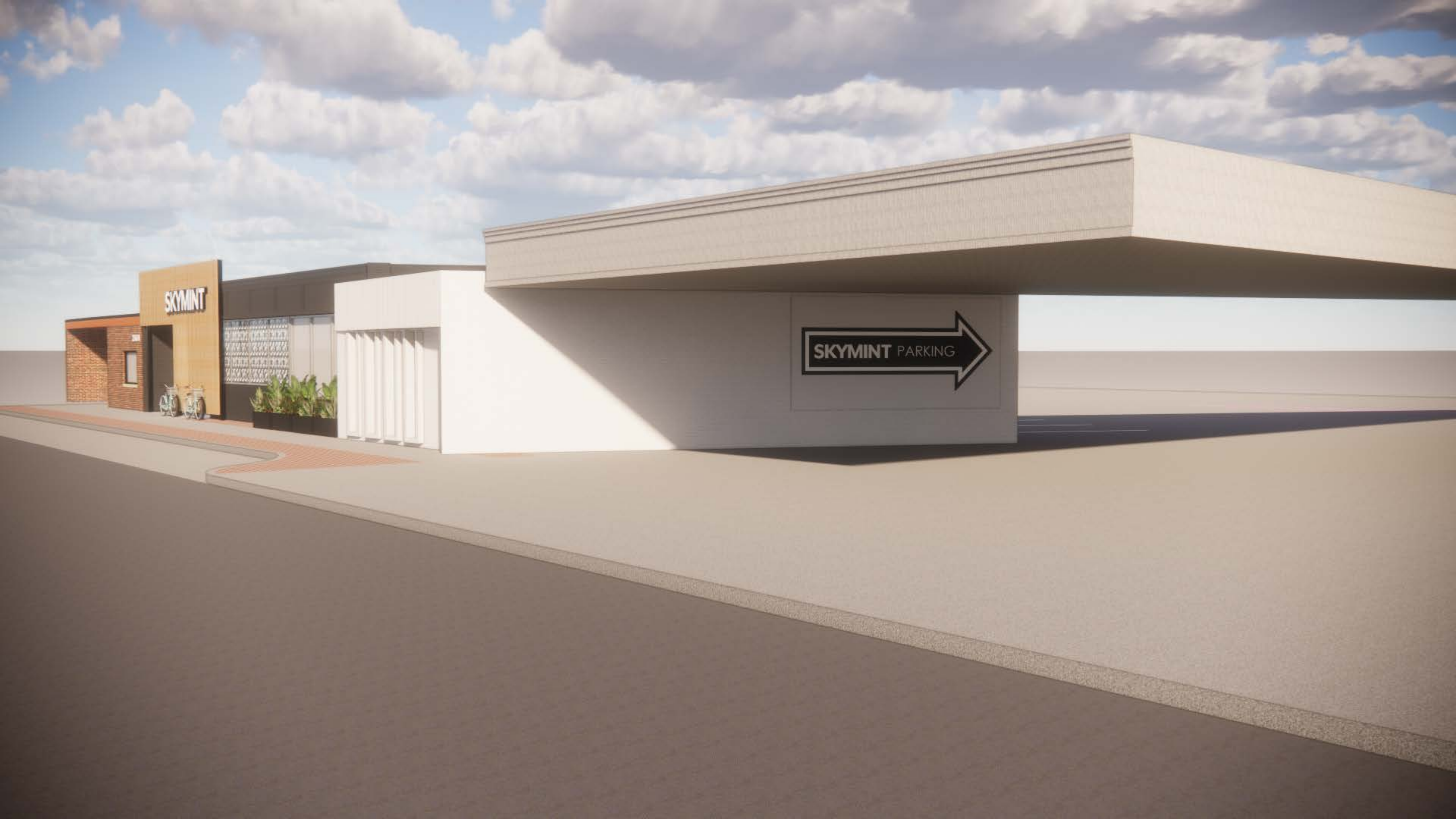
By: Bret Scott
Its: Mayor

Approved as to form:

Gregory K. Need, City Attorney

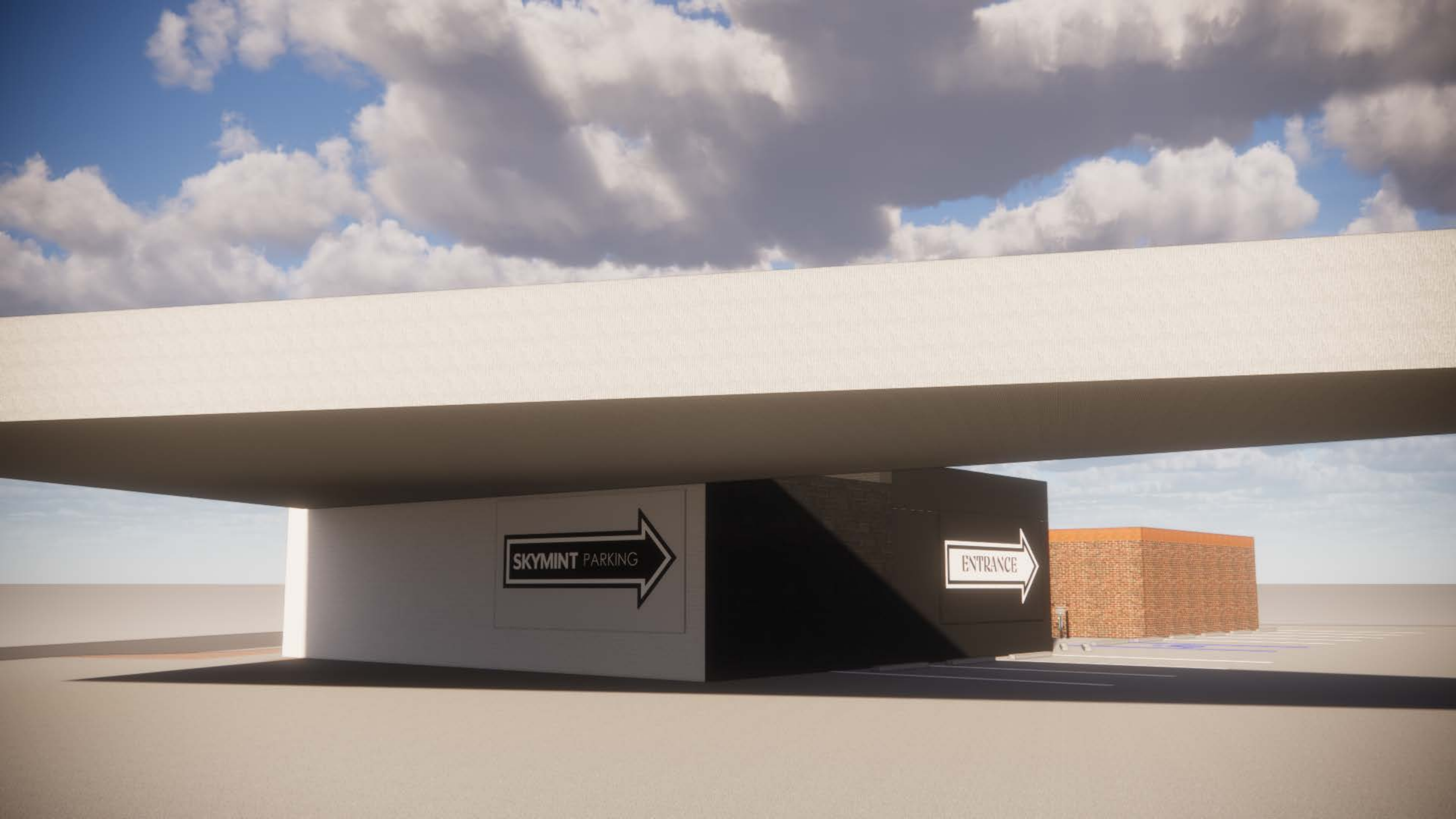
EXHIBIT A
Parcels 1, 2, and 3

EXHIBIT B
Easement Area



SKYMINT

SKYMINT PARKING





SKYMINT PARKING



ENTRANCE

GET YOUR

CLOUDS

LOCAL OPERATIONS MANAGEMENT AGREEMENT

District Park, LLC d/b/a Skymint – City of Pleasant Ridge Marijuana Facility License

THIS LOCAL OPERATIONS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into on August __, 2022, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Ave, Pleasant Ridge, MI 48069 (referred to in this Agreement as the “City”); and The District Park, LLC d/b/a Skymint (“Applicant”), a Michigan limited liability company, whose address is 10070 Harvest Park, Dimondale, MI 48821.

Recitals

1. The Applicant desires to operate a marijuana retailer facility located at 23622 / 23616 Woodward Avenue, Pleasant Ridge, MI (“Property”)
2. The Applicant has requested that the City approve its application for a Marijuana Retailer Facility License (“License”) and has part of its approval, Applicant acknowledges that it has voluntarily offered or accepted the restrictions regarding its License as set forth or referred to in this Agreement and in addition to Applicant’s Marijuana Retailer Facility License Application.
3. The City will hold a public hearing on August 9, 2022, to consider the Applicant’s request for the License, pursuant to Ordinance No. 455, Commercial Marijuana Facilities.
4. If Applicant’s Marijuana Retailer Facility License Application is approved, pursuant to the Commercial Marijuana Facilities Ordinance, and consistent with the Applicant’s representations and the City’s approval, the Applicant and the City enter into this Agreement.

Agreement

NOW, THEREFORE, as part of the approval and issuance of the License to the Applicant for its marijuana retailer facility and for each year that Applicant maintains a valid License in the City,, IT IS AGREED as follows:

1. **Curbside Sales.** Pursuant to the City’s Commercial Marijuana Facilities Ordinance, all facility operations shall occur indoors and out of public view. For the time being, Applicant’s License approval will not include curbside delivery, however both parties agree that the parties may revisit this in the future and if allowed by the City, the Applicant may follow City guidelines to seek approval for curbside delivery.
2. **Building Lease.** Applicant has entered into a lease for the property located at 23616 and 23626 Woodward Ave, Pleasant Ridge, MI 48069 to be used for Applicant’s proposed marijuana retailer facility. Applicant hereby agrees that (1) if the lease at the property is terminated, (2) expires and a replacement lease is not executed, or (3) the shared cross-access and parking between the properties at 23616 and 23626 Woodward Ave, Pleasant Ridge, MI 48069, 23634 Woodward Ave, Pleasant Ridge, MI 48069, and 23600 Woodward, Ave, Ferndale, MI 48220 ceases to exist by way of sale or transfer, that Applicant must provide the City with reasonable notice of such termination, and the City, at its discretion, may reconsider Applicant’s License approval.
3. **Parking Leases.** Applicant has entered into leases for additional parking spaces at 23634 Woodward Ave, Pleasant Ridge, MI 48069 and 23600 Woodward, Ave, Ferndale, MI 48220 (collectively the “Parking Leases”) in order to satisfy the parking requirements for its marijuana retailer facility. Applicant hereby agrees that (1) if the Parking Leases are terminated, (2) expire and a replacement lease is not executed, or (3) the shared cross-access and parking between the

4. **Operational Complaints.** Applicant acknowledges, that complaints may arise regarding their operation and facility and wants to take measures necessary to address complaints in a timely manner. Accordingly, the Applicant will provide multiple ways for customers and residents to express complaints and feedback regarding operations, including but not limited to, online review and resource portals, in addition to a dedicated email address that will be accessible to anyone who visits the store. The Applicant is providing at least one staff person who will be responsible for fielding complaints, feedback, and responses. Anyone who submits feedback and complaints will receive a response within 24 to 48 hours after submission. If the City receives a complaint or any feedback from residents and/or customers, the City may reach out to the Director of Government Affairs, for the Applicant, and/or the Manager of District Park, LLC as needed.
5. **Community Benefits.** Applicant will provide the City with an annual financial contribution of \$5,000.00 (five-thousand dollars) for each year that Applicant maintains a valid License in the City, to be used at the City's discretion, for the purposes of benefitting the community.
6. **Insurance.** Applicant acknowledges that as part of its approval it is required to maintain adequate insurance as outlined in Ordinance No. 455, Commercial Marijuana Facilities. Applicant agrees that insurance as outlined in Ordinance No. 455 will be maintained and notice given to the City regarding any non-renewal of Applicant's insurance policies.
7. **Amendments.** No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in constructing or interpreting any particular provision of this Agreement, either in favor of or against such party.
8. **Non-waiver; Estoppel.** A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.
9. **Miscellaneous.** This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. This Agreement shall be construed in accordance with the laws of the State of Michigan. This Agreement may be executed in counterparts and such counterparts taken together shall be construed as an original. Time shall be of the essence for all obligations of this Agreement.
10. **Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses:

To Applicant: The District Park, LLC
10070 Harvest Park
Dimondale, MI 48821

11. **Effective Date.** This Agreement shall become effective only upon the last to occur of the following events: (a) the execution of this Agreement by all of the Parties; (b) the effective date of the City's approval of the issuance of Applicant's Marijuana Facility License.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

[signatures on following page]

The District Park LLC, a Michigan limited liability company

By: _____
Print Name: Jeffrey Donahue
Print Title: Manager

City of Pleasant Ridge, a Michigan corporation

By: _____
Print Name:
Print Title:

Attested: _____
Print Name:
Print Title:

Approved as to Substance: _____
Print Name:
Print Title:

Approved as to Form: _____
Print Name:
Print Title:

SKYMINT™

BRANDS

Summary of Questions and Answers

- **In the event a resident or customer has a complaint, how are complaints to be addressed?**
 - If welcomed into the Pleasant Ridge community, we will continue to build upon our reputation for ensuring not only incredible customer satisfaction but also the satisfaction of residents in the community. Our current operations provide individuals with submitting feedback in many different ways: Google, Weedmaps, and Leafly being the big three. All feedback is received instantly and monitored by a dedicated Skymint Team member. Additionally, for Pleasant Ridge, we will be providing a dedicated email address for individuals of the community to submit feedback/complaints regarding our operation. All submissions will be reviewed instantly and responded to within 24-28 hours after receipt, by either a phone call and/or by email. We are also providing the City with the contact information for two members of our corporate team so that the City may have a direct contact with our company, should a concerned citizen ever reach out to the City with feedback. Additionally, we have updated our Local Operations Agreement to reflect this process.
- **Does Skymint host special events and does Skymint plan to host special events in Pleasant Ridge, if provided with a license?**
 - Skymint does, on occasion, and if permitted by the municipality, host special events in several different ways. First, Skymint has been known to partner with local businesses to run collective promotions to highlight not only our business, but also other local businesses as well. For example, we have previously partnered with yoga studios and a drive-in movie theater to showcase each other's products and promote collective businesses accordingly. We have also hosted a block party for the Michigan and Michigan State game, while also running a special commemorative series of products to highlight the ongoing intra-state rivalry.
 - Skymint also holds a "Marijuana Event Organizer" (MEO) License through the state of Michigan, which allows us to apply for and organize "Temporary Marijuana Events" (TME) in communities that allow for and regulate them. A TME is an event that would allow for consumption of products, not to be visible from a public place, that is temporary in nature (permitted for not longer than seven days). Pleasant Ridge's current Ordinance does not allow for TME's and we would not be planning to organize any locally as a result.
- **Skymint Delivers in the Detroit Metropolitan region, but would delivery drivers ever dispatch from a Skymint location in Pleasant Ridge, if licensed?**
 - No—we would not be using the Pleasant Ridge location as a staging ground for regional deliveries. Instead, we would continue to be using our existing Hazel Park location to service the area.
- **How many customers visit the Hazel Park store that reside in Pleasant Ridge?**
 - In 2021, we had a total of 11 Pleasant Ridge residents that visited our Hazel Park store. So far for 2022, we have had a total of 19 residents, for a total of 30 visits from Pleasant Ridge residents.

- **Does Skymint intend to have seating in the store for customers to use?**
 - Our stores are designed to be warm and inviting in order to provide our customers with an incredible shopping experience. Each of our stores are slightly different in layout, features, size, etc; and, while some stores have expansive lounge areas, others do not. In Pleasant Ridge, we will not be including any lounge seating on our retail floor. Our plan would be to include limited seating to accommodate customer needs in the entry/check-in area. Our entry / check-in area is not an area where customers tend to congregate, so the chairs provided in the area are not likely to cause customers to linger in the store any longer than needed.
- **Are there any days during the year that result in especially high traffic at Skymint stores (Ex. April 20th)?**
 - For many of our customers, April 20th is a holiday to celebrate our products and it represents probably the busiest weeks of sales in our industry. In fact, the Cannabis Regulatory Agency's Director, Andrew Brisbo, recently announced that there was over \$15 million worth of product sold throughout Michigan on April 20, 2022 alone.
 - Below is a table that illustrates weekly customer volume (per ticket) for stores that we consider to be similarly situated in overall customer volume, when compared to what we anticipate the volume to be in Pleasant Ridge. Collectively, during the week of April 20th (week 16 on the table) we notice an approximately 15% increase in customer volume that is spread evenly throughout the week—not just on April 20th itself.

Store Lansing - Cedar ▾			Store Ann Arbor ▾			Store Hazel Park ▾		
Row Labels	Unique Tickets	Change from Weekly Average	Row Labels	Unique Tickets	Change from Weekly Average	Row Labels	Unique Tickets	Change from Weekly Average
9	1,663	103%	9	1,538	108%	9	2,136	102%
10	1,655	103%	10	1,417	100%	10	2,198	105%
11	1,609	100%	11	1,403	99%	11	2,106	101%
12	1,668	103%	12	1,419	100%	12	2,098	101%
13	1,752	109%	13	1,664	117%	13	2,330	112%
14	1,519	94%	14	1,269	89%	14	2,028	97%
15	1,506	93%	15	1,370	96%	15	1,969	94%
16	1,918	119%	16	1,664	117%	16	2,367	114%
17	1,530	95%	17	1,283	90%	17	1,815	87%
Grand Total	14,820		Grand Total	13,027		Grand Total	19,047	

- **Would it be possible to see some data that describes the pattern of customer visits?**
 - From data, we notice that busier times tend to be afternoons and evenings on Thursdays, Fridays, and also busier than usual times on Saturdays. Throughout all of our stores, average customer visit time is 10 minutes, which offers very fast customer turnaround time.

Ann Arbor - Skymint								Hazel Park - Skymint								Lansing - Cedar Street - Skymint							
Last 3 Wk. Avg.								Last 3 Wk. Avg.								Last 3 Wk. Avg.							
# of Tickets	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	# of Tickets	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	# of Tickets	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
09 AM	-	6	6	6	6	12	10	09 AM	-	9	9	11	16	17	19	08 AM	-	-	-	-	-	-	0
10 AM	-	13	11	8	13	12	21	10 AM	-	9	10	14	14	15	20	09 AM	-	6	8	10	9	16	10
11 AM	23	7	8	10	10	15	21	11 AM	25	16	11	13	14	22	24	10 AM	-	12	8	13	13	17	19
12 PM	21	7	13	17	12	23	23	12 PM	19	18	11	17	19	17	24	11 AM	23	13	11	11	14	19	15
01 PM	21	17	8	15	10	21	29	01 PM	19	15	17	20	17	30	29	12 PM	15	16	11	14	15	20	21
02 PM	21	19	17	12	15	24	34	02 PM	26	20	15	22	23	26	37	01 PM	16	17	13	12	18	22	21
03 PM	14	16	13	15	17	24	26	03 PM	22	18	18	21	29	28	36	02 PM	19	13	13	11	18	31	26
04 PM	17	14	16	11	18	24	26	04 PM	29	21	26	25	25	29	34	03 PM	20	20	21	19	18	29	20
05 PM	11	21	18	17	20	22	17	05 PM	22	29	31	23	35	38	30	04 PM	16	21	21	22	28	34	22
06 PM	11	14	16	18	26	31	24	06 PM	23	25	30	33	37	38	32	05 PM	17	20	24	27	28	29	23
07 PM	11	10	10	15	14	20	16	07 PM	26	16	19	25	28	35	35	06 PM	21	19	20	18	24	27	20
08 PM	-	11	9	14	14	21	17	08 PM	1	25	20	25	23	31	29	07 PM	18	14	15	14	24	25	20
Grand Total	150	155	144	159	175	249	264	09 PM	-	0	1	2	0	1	2	08 PM	1	15	20	13	17	24	15
								Grand Total	213	222	219	250	280	328	350	09 PM	-	1	-	1	1	1	0
																Grand Total	166	187	184	186	226	297	232

- **What is being done to address traffic flow, parking, and signage for the proposed project?**
 - Since our last meeting, we have been actively working to develop a plan to provide resolutions to the concerns that have been presented. Accordingly, we have integrated the feedback that we have received and developed a revised graphic site plan and sign renderings to assist in the direction of traffic. These have been provided for you to review.
- **Related, there was a desire to have a better understanding of the alley flow. Is the alley one way or bidirectional at that location? Can people exit north to Woodward Heights or only south to Oakridge?**
 - The alley is not one way between Oakridge and Woodward Heights. Many of the alleys in Pleasant Ridge are signed as one-way, counter to the flow of traffic on Woodward. Ferndale does not mark their alleys as one-way. Given that a portion of the alley between Oakridge and Woodward Heights is in Ferndale, changing it to be one-way would require coordination with the City of Ferndale.
- **Also related, can we confirm that the Toole study will address any impacts that the alley has on Woodward Heights traffic management today?**
 - Skymint has commissioned a traffic Study from Giffels Webster, who also provided an initial parking assessment of the site previously. This traffic study will be provided for your review.
- **Have there ever been any instances of theft or attempted theft at Skymint locations?**
 - Just like any retail establishment (cannabis or otherwise), we have unfortunately seen instances of theft and theft attempts—from both customers as well as our staff members. However, we also have several ways to deter these efforts, compared to other retail establishments, such as heightened security measures and employee training to maximize loss prevention. Additionally, during staff training, we ensure that our staff knows that we prosecute all instances of theft. I will point out that we have never had any instances of armed robbery or attempted armed robbery
- **How does Skymint visualize benefitting the Pleasant Ridge Community?**
 - As a major part of who we are as a company, we seek to elevate communities, residents, customers, and employees. Accordingly, Skymint will constantly be involved as a partner to improve the community around us. As a part of this, we are prepared to start by making an annual financial commitment to the city to assist with funding community endeavors that the City wishes to prioritize. Additionally, our staff will be ready and available to partner and volunteer in the community as each staff member has two paid days per year of volunteer time. In the past, Skymint employees have been involved in communities in many ways, from local clean-up days to food drives.

Traffic Impact Assessment

FOR

23616 Woodward Avenue
Pleasant Ridge, MI

PREPARED FOR
Skymint

BY
GIFFELS WEBSTER
DETROIT, MI

PROJECT 20206.00
JULY 2022

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**TRAFFIC IMPACT ASSESSMENT
FOR 23616 WOODWARD AVENUE
PLEASANT RIDGE, MI**

INTRODUCTION

Skymint Brands is proposing to develop a parcel located at 23616 Woodward Avenue in Pleasant Ridge, MI. The subject parcel was previously occupied by a building with access to Woodward Avenue and an alley behind it. The proposed development will consist of a marijuana dispensary occupying a 2,822 SF gross floor area in a new building. Parking will be provided on a surface lot behind the building as shown on the site plan in Appendix C. The business operations are planned to accommodate customers that wish to pick-up online placed orders.

The purpose of this Traffic Impact Assessment (TIA) is to evaluate the impact of the proposed development on adjacent intersections and recommend mitigation measure if needed. The study area intersections were evaluated during the weekday afternoon (4:00 pm to 6:00 pm) and Saturday mid-day (11:00 am to 1:00 pm) peak periods as follows:

1. Woodward Avenue (northbound) at Woodward Heights
2. Woodward Heights at alley east of Woodward Avenue
3. Woodward Avenue (northbound) at E. Oakridge Avenue
4. E. Oakridge Avenue at alley east of Woodward Avenue
5. Woodward Avenue (northbound) at Site Drive

STUDY AREA

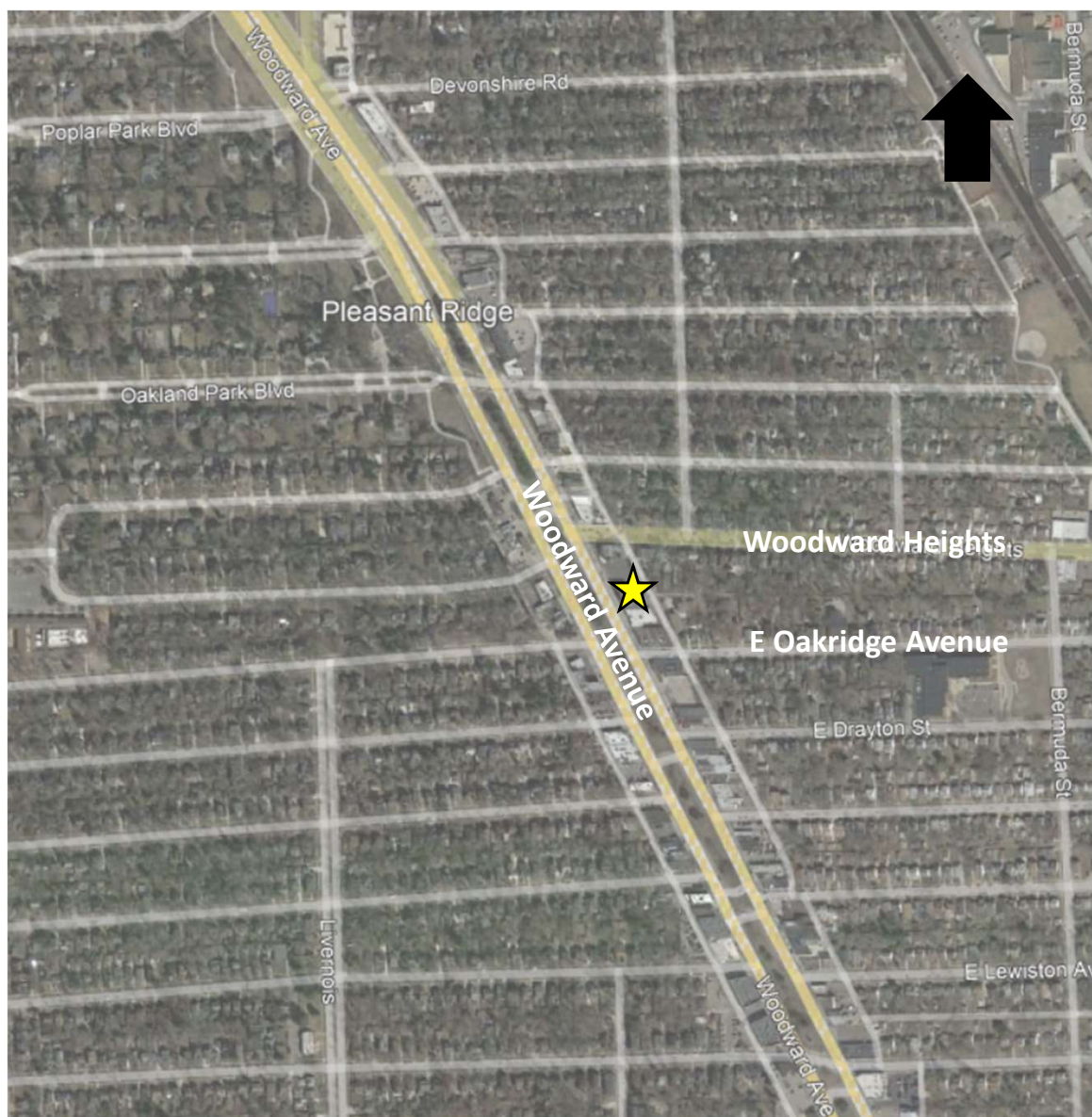
Roadway Network

Woodward Avenue northbound is a four-lane principal arterial with a posted speed limit of 45 mph. Northbound Woodward Avenue adjacent to the site has an AADT (2021) of 24,435 as per Michigan Department of Transportation's (MDOT) Transportation Data Management System (TDMS) count station. Woodward Heights and E. Oakridge Avenue are two-lane collectors with speed limit of 25 mph in the study area. All study area intersections are stop-controlled on the minor approach, as shown on **Figure 1**.

Data Collection

Data collection at the study intersections was performed by Quality Counts on Tuesday, July 12th, and Saturday, July 9th & 16th, during the afternoon (4:00pm to 6:00pm) and Saturday mid-day (11:00am to 1:00pm) peak periods, respectively. The detailed turning movement count sheets are compiled in Appendix A of this report. The resulting existing peak hour traffic volumes are shown on **Figure 2**.

N.T.S.

**Figure 1. Study Area**

N.T.S.

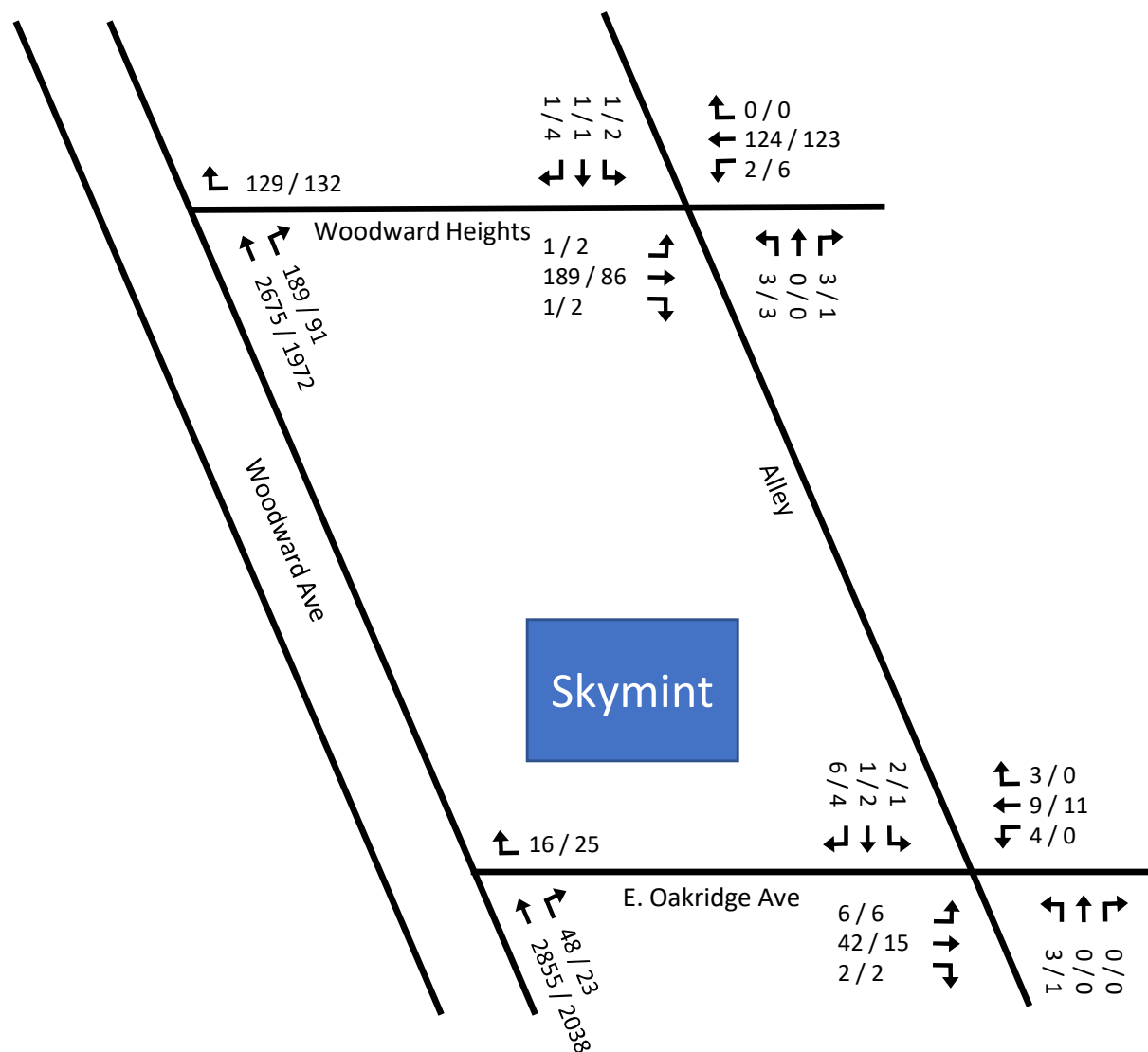


Figure 2. Existing Traffic Volumes

EXISTING CONDITIONS

Method and Criteria – Intersection capacity analyses were conducted using the *Synchro 11* computerized traffic model, based on methodologies contained in the Transportation Research Board’s *Highway Capacity Manual (HCM)*.

The primary objective of the capacity analysis is to determine the *level of service*, a qualitative measure of the “ease” of traffic flow based on vehicular delay. Analytical models are used to estimate the average control delay by approach and vehicular (through or turning) movement – and in the case of signalized and all-way stop-controlled intersections – the overall intersection as well. The models account for lane configuration, grade (if any), type of traffic control, traffic volume and composition, and other traffic flow parameters.

Level of service (LOS) is expressed on a letter-based grading scale, with A being the highest level and F being the lowest level. Historically, achieving a LOS D or better has been the normal objective in an urban or suburban area; however, LOS E or worse may be unavoidable at some locations along heavily traveled roadways.

Table 1 includes LOS in terms of average control delay per vehicle. It should be noted that very small *decreases* in delay are occasionally computed by the traffic model for small traffic volume *increases*, due to the model’s stochastic elements.

Table 1: Level of Service Criteria

Level of Service	Control Delay per Vehicle (sec)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

The results of the intersection capacity analysis for the existing conditions during the weekday PM and Saturday mid-day peak hours are summarized in **Table 2**. All study intersections and associated movements have shown acceptable level of service, LOS D or better, during both peak hours, with exception to the minor approaches on Woodward Avenue which showed LOS F.

The key findings of existing intersection capacity analysis are as follows:

- The intersection of NB Woodward Avenue with Woodward Heights and E. Oakridge Avenue is a stop-controlled on the minor approach. Both minor approaches currently experiencing LOS F during the PM peak hour. The intersection of NB Woodward Avenue with Woodward Heights Road is currently experiencing LOS F during the Saturday Mid-day peak hour.

Table 2: Existing Conditions Capacity Analysis

Approach	Movement	Weekday PM Peak Hour	Saturday Mid-day Peak Hour
		LOS	LOS
1. NB Woodward Ave & E. Oakridge Rd			
Northbound	Thru/Right	A	A
Westbound	Right Turn	F	D
2. NB Woodward Ave & Woodward Heights Rd			
Northbound	Thru/Right	A	A
Westbound	Right Turn	F	F
3. Woodward Heights Rd & Alley			
Northbound	Left/Thru/Right	B	B
Southbound	Left/Thru/Right	B	A
Eastbound	Left/Thru/Right	A	A
Westbound	Left/Thru/Right	A	A
4. Oakridge Rd & Alley			
Northbound	Left/Thru/Right	A	A
Southbound	Left/Thru/Right	A	A
Eastbound	Left/Thru/Right	A	A
Westbound	Left/Thru/Right	A	A

TRIP GENERATION

The published peak hour trip generation rates, along with inbound/outbound distribution from the Institute of Transportation Engineer's *Trip Generation Manual (11th Edition)*, were utilized to calculate the number of peak hour trips for the proposed Marijuana Dispensary, as summarized in **Table 3**. The proposed development is a Marijuana Dispensary planned to occupy a 2,822 SF of a new building within a year of this traffic study. A site plan for the subject project is included in Appendix C.

Table 3: Trip Generation Summary¹

Use	ITE Land Use Code	Size	Units	PM Peak-Hour Trips			SAT Peak-Hour Trips		
				In	Out	Total	In	Out	Total
Proposed Skymint in Pleasant Ridge, MI									
Marijuana Dispensary	882	2,822	SF	26	27	53	40	41	81
Similar Skymint branches in Michigan (Peak Hourly Transactions)									
Skymint – Hazel Park				19	19	38	18	19	37
Skymint – Ann Arbor				13	13	26	17	17	34
Skymint – Lansing				17	17	34	13	13	26

¹ A trip is a one-directional vehicular movement into or out of the site. Forecast is based on trip rates and application methodology recommended by the Institute of Transportation Engineers (ITE) in its *Trip Generation Manual – 11th Edition* (2021).

The subject development is expected to generate a total of 53 trips (26 inbound trips and 27 outbound trips) during the weekday PM peak period and a total of 81 trips (40 inbound trips and 41 outbound trips). As shown on **Table 3**, transaction data from similar Skymint branches for weekday and Saturday peak hours show that actual number of customers is lower than ITE data for Marijuana Dispensary. For the purpose of this study, the more conservative ITE data was utilized in evaluating the impacts.

TRIP DISTRIBUTION AND ASSIGNMENT

Trip Distribution and Assignment.

Site-generated traffic is commonly distributed following the existing traffic patterns in the study area. Access to the site is provided by a site drive on Woodward Avenue and access to the back alley which is connected to Woodward Heights and E. Oakridge Avenue. For the proposed development, it was assumed that majority of site trips will enter/exit via the site drive on Woodward Avenue, while the remaining trips were assumed to enter/exit via the alley from Woodward Heights and E. Oakridge Avenue. Site trip distribution and assignment are shown on **Figures 3 and 4**.

BACKGROUND CONDITIONS

Traffic Volumes

Future background conditions generally forecast the future traffic volumes in the study area, in the hypothetical absence of a proposed development, so as to provide a proper base case for evaluating the impacts of site-generated traffic. It is assumed that for developments that are slated to open within one year of a traffic study, an evaluation of background conditions is not needed, therefore, background conditions were not evaluated.

FUTURE CONDITIONS

Future (2023) traffic volumes were calculated by adding the site generated trips (Figure 4) to the existing traffic volumes (Figure 2), as shown on Figure 5. The results of the intersection capacity analysis for the future conditions during the weekday PM and Saturday mid-day peak hours are summarized in **Table 4**. The analysis results from Synchro software are included in Appendix B.

Table 4: Future Conditions Capacity Analysis

Approach	Movement	Weekday PM Peak Hour	Saturday Mid-day Peak Hour
		LOS	LOS
1. NB Woodward Ave & Oakridge Rd			
Northbound	Thru/Right	A	A
Westbound	Right Turn	F	D
2. NB Woodward Ave & Woodward Heights Rd			
Northbound	Thru/Right	A	A
Westbound	Right Turn	F	F

Approach	Movement	Weekday PM Peak Hour	Saturday Mid-day Peak Hour
		LOS	LOS
3. Woodward Heights Rd & Alley			
Northbound	Left/Thru/Right	B	A
Southbound	Left/Thru/Right	B	A
Eastbound	Left/Thru/Right	A	A
Westbound	Left/Thru/Right	A	A
4. Oakridge Rd & Alley			
Northbound	Left/Thru/Right	A	A
Southbound	Left/Thru/Right	A	A
Eastbound	Left/Thru/Right	A	A
Westbound	Left/Thru/Right	A	A
5. NB Woodward Ave & Site Drive			
Northbound	Thru/Right	A	A
Westbound	Right Turn	F	D

All study intersections and associated movements have continued to show acceptable level of service, LOS D or better, during both peak hours, with exception to the minor approaches on Woodward Avenue which showed LOS F. In addition, the site drive on Woodward Avenue have shown LOS F on the minor approach.

The key findings of future intersection capacity analysis are as follows:

- The intersection of NB Woodward Avenue with Woodward Heights and E. Oakridge Avenue is a stop-controlled on the minor approach. Both minor approaches are expected to continue experiencing LOS F during the PM peak hour. The intersection of NB Woodward Avenue with Woodward Heights Road is expected to continue experiencing LOS F during the Saturday Mid-day peak hour.
- The intersection of NB Woodward Avenue with the Site Drive, similarly, is expected to experience a LOS F on the minor approach during the PM peak hour.

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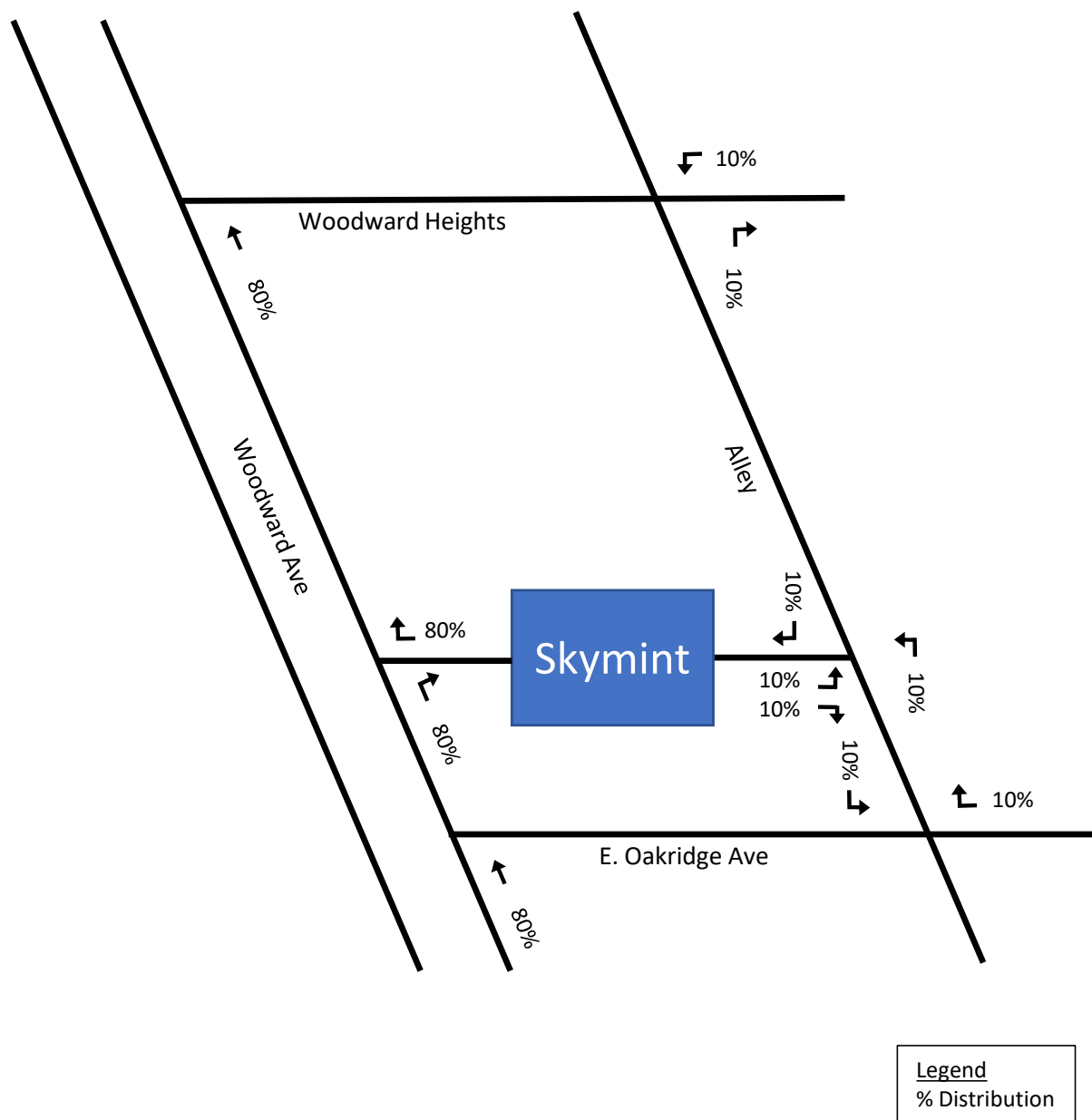
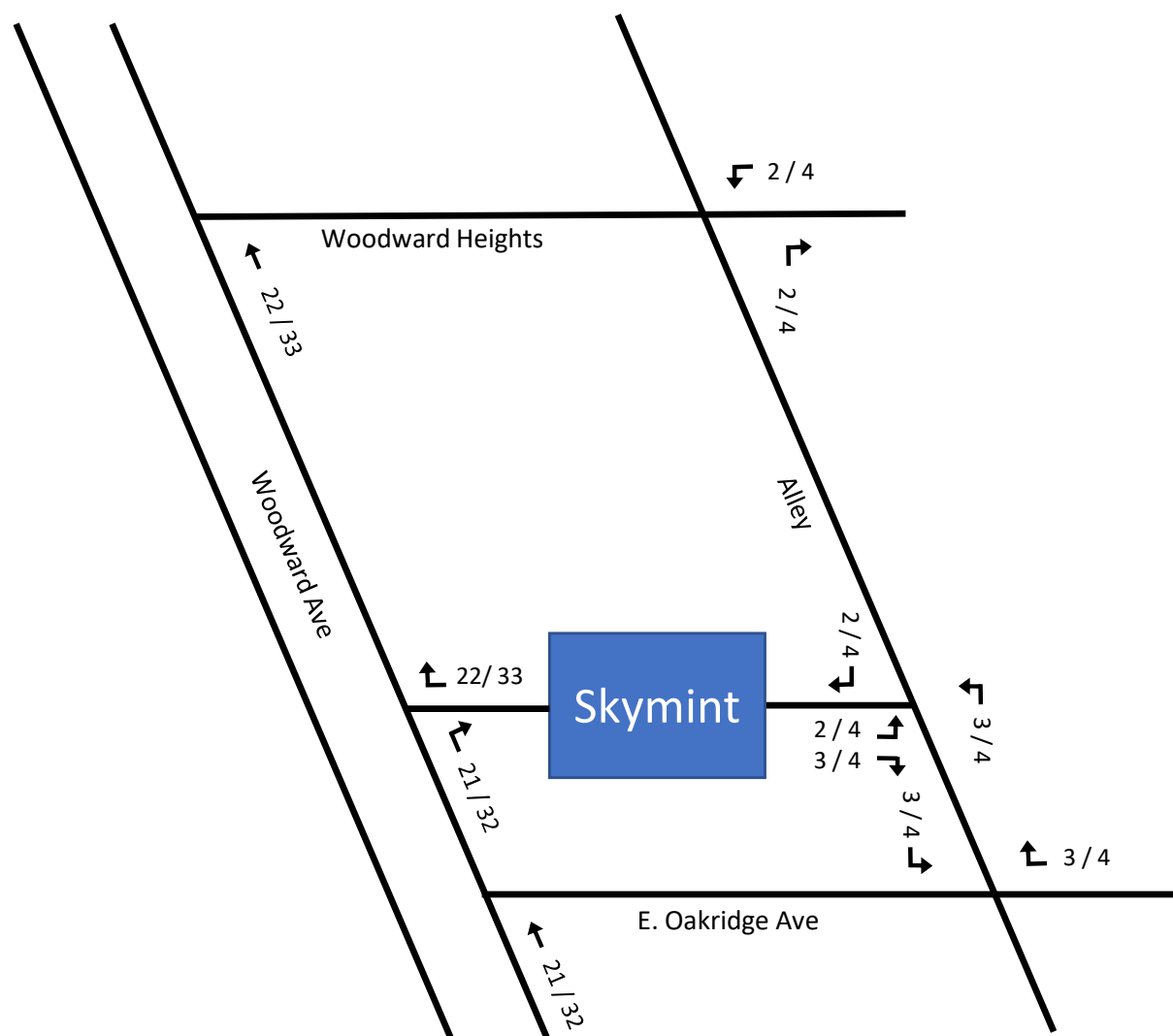


Figure 3. Trip Distribution

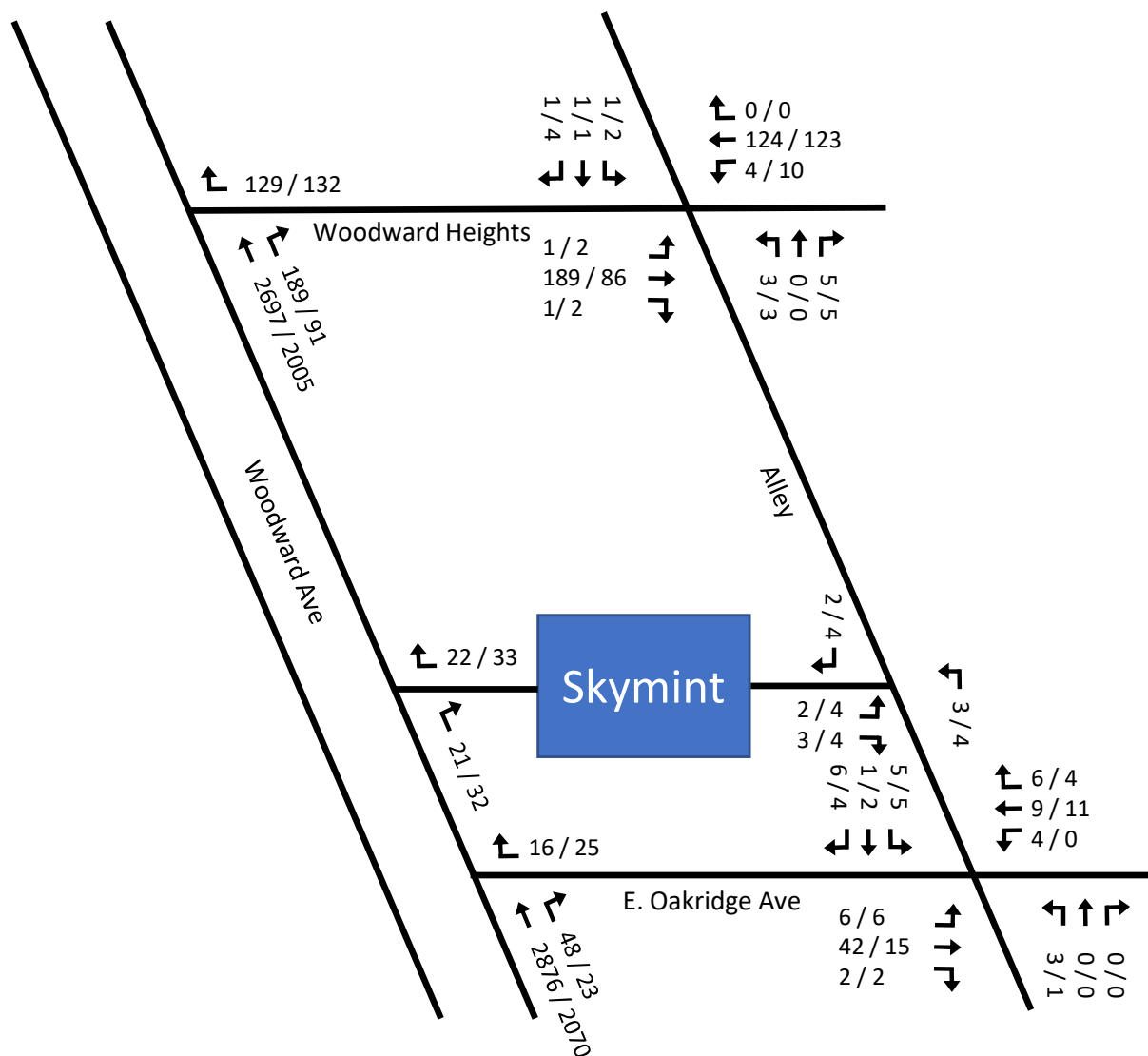
N.T.S.



Legend
 X / Y, where
 X = PM peak hour
 Y = SAT peak hour

Figure 4. Trip Assignment

N.T.S.



Legend
 X / Y, where
 X = PM peak hour
 Y = SAT peak hour

Figure 5. Future Traffic Volumes

CONCLUSIONS AND RECOMMENDATIONS

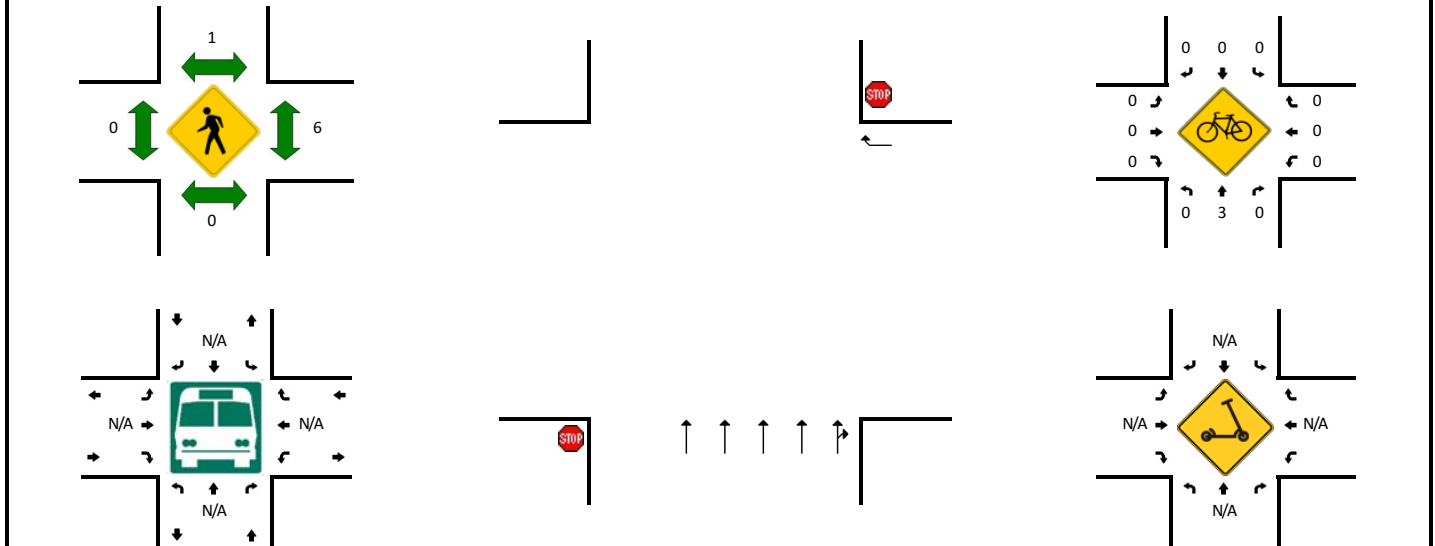
- The subject development is expected to generate a total of 53 trips (26 inbound trips and 27 outbound trips) during the weekday PM peak period and a total of 81 trips (40 inbound trips and 41 outbound trips).
- Review of transaction data from similar Skymint branches for weekday and Saturday peak hours show that actual number of customers is lower than ITE data for Marijuana Dispensary. For the purpose of this study, the more conservative ITE data was utilized in evaluating the impacts.
- Data collection at the study intersections was performed by Quality Counts on Tuesday, July 12th, and Saturday, July 9th & 16th, during the afternoon (4:00pm to 6:00pm) and Saturday mid-day (11:00am to 1:00pm) peak periods, respectively.
- During Existing conditions, the intersection of NB Woodward Avenue with Woodward Heights and E. Oakridge Avenue is experiencing LOS F during the PM peak hour. The intersection NB Woodward Avenue with Woodward Heights Road is currently experiencing LOS F during the Saturday mid-day peak hour.
- During future conditions, the intersections of NB Woodward Avenue with Woodward Heights and E. Oakridge Avenue are expected to continue experiencing LOS F during the PM peak hour. The intersection of NB Woodward Avenue with Woodward Heights Road is expected to continue experiencing LOS F during the Saturday mid-day peak hour. However, the delay on the minor approach is not expected to cause queuing issues due to the platooning along NB Woodward Avenue which would allow exiting vehicles to find a gap in the main road traffic.
- The intersection of NB Woodward Avenue with the Site Drive, similarly, is expected to experience a LOS F on the minor approach during the PM peak hour. However, the delay on the minor approach is not expected to cause queuing issues due to the platooning along NB Woodward Avenue which would allow exiting vehicles to find gap in the main road traffic.
- In conclusion, the proposed Skymint development in Pleasant Ridge is expected to have minimal impact on the study area network. It should be noted that minor approaches on Woodward Avenue are expected to find adequate gaps due to the platooning along the corridor. In addition, this traffic study was conducted based on a conservative approach when compared to actual transaction data from similar Skymint locations in Michigan.

APPENDIX A

TURNING MOVEMENT COUNTS

LOCATION: NB Woodward Ave -- Woodward Heights**QC JOB #:** 15879101**CITY/STATE:** Pleasant Ridge, MI**DATE:** Tue, Jul 12 2022

Peak-Hour: 5:00 PM -- 6:00 PM
Peak 15-Min: 5:15 PM -- 5:30 PM



15-Min Count Period Beginning At	NB Woodward Ave (Northbound)				NB Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	594	31	0	0	0	0	0	0	0	0	0	0	0	36	0	661	
4:15 PM	0	557	31	0	0	0	0	0	0	0	0	0	0	0	30	0	618	
4:30 PM	0	647	29	0	0	0	0	0	0	0	0	0	0	0	40	0	716	
4:45 PM	0	678	25	0	0	0	0	0	0	0	0	0	0	0	29	0	732	2727
5:00 PM	0	683	48	0	0	0	0	0	0	0	0	0	0	0	23	0	754	2820
5:15 PM	0	672	51	0	0	0	0	0	0	0	0	0	0	0	33	0	756	2958
5:30 PM	0	668	50	0	0	0	0	0	0	0	0	0	0	0	30	0	748	2990
5:45 PM	0	652	40	0	0	0	0	0	0	0	0	0	0	0	43	0	735	2993
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	2688	204	0	0	0	0	0	0	0	0	0	0	0	132	0	3024	
Heavy Trucks	0	20	4	0	0	0	0	0	0	0	0	0	0	0	4	0	28	
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8	
Bicycles	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
Scoters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

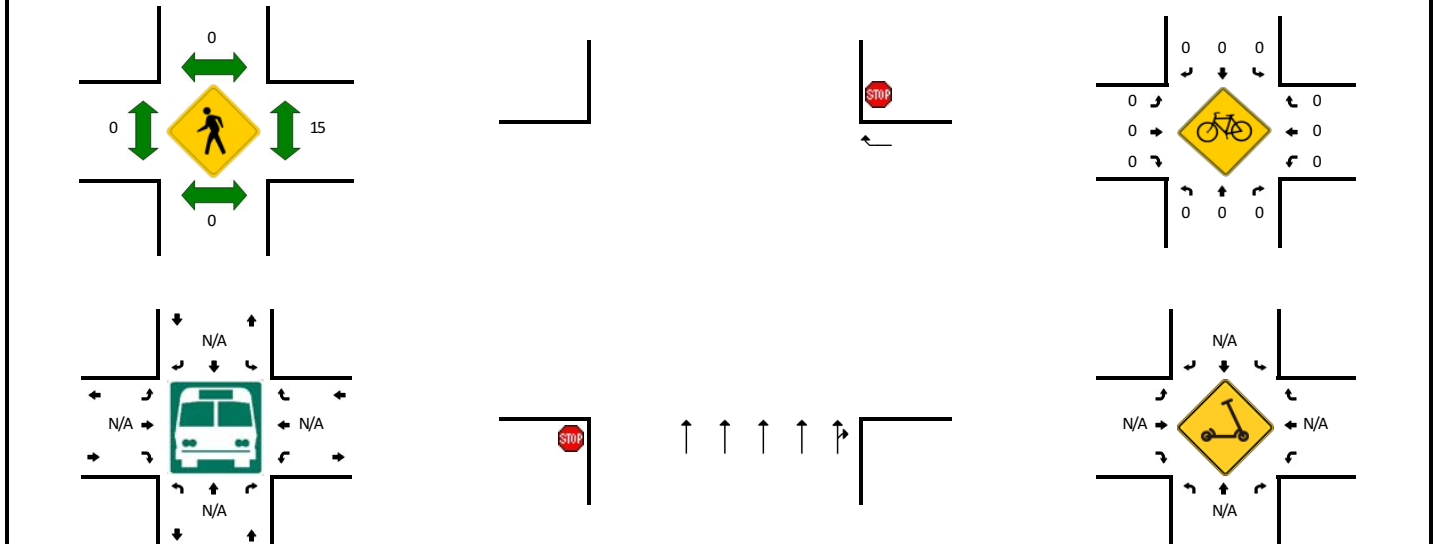
Comments:

Report generated on 7/26/2022 5:21 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LOCATION: NB Woodward Ave -- Woodward Heights**QC JOB #:** 15879102**CITY/STATE:** Pleasant Ridge, MI**DATE:** Sat, Jul 9 2022

Peak-Hour: 11:45 AM -- 12:45 PM
 Peak 15-Min: 12:30 PM -- 12:45 PM



15-Min Count Period Beginning At	NB Woodward Ave (Northbound)				NB Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
11:00 AM	0	433	19	0	0	0	0	0	0	0	0	0	0	0	32	0	484	
11:15 AM	0	512	25	0	0	0	0	0	0	0	0	0	0	0	26	0	563	
11:30 AM	0	395	22	0	0	0	0	0	0	0	0	0	0	0	30	0	447	
11:45 AM	0	458	29	0	0	0	0	0	0	0	0	0	0	0	33	0	520	2014
12:00 PM	0	482	15	0	0	0	0	0	0	0	0	0	0	0	29	0	526	2056
12:15 PM	0	512	23	0	0	0	0	0	0	0	0	0	0	0	29	0	564	2057
12:30 PM	0	520	24	0	0	0	0	0	0	0	0	0	0	0	41	0	585	2195
12:45 PM	0	421	21	0	0	0	0	0	0	0	0	0	0	0	36	0	478	2153
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	2080	96	0	0	0	0	0	0	0	0	0	0	0	164	0	2340	
Heavy Trucks	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	28	0	0	28	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

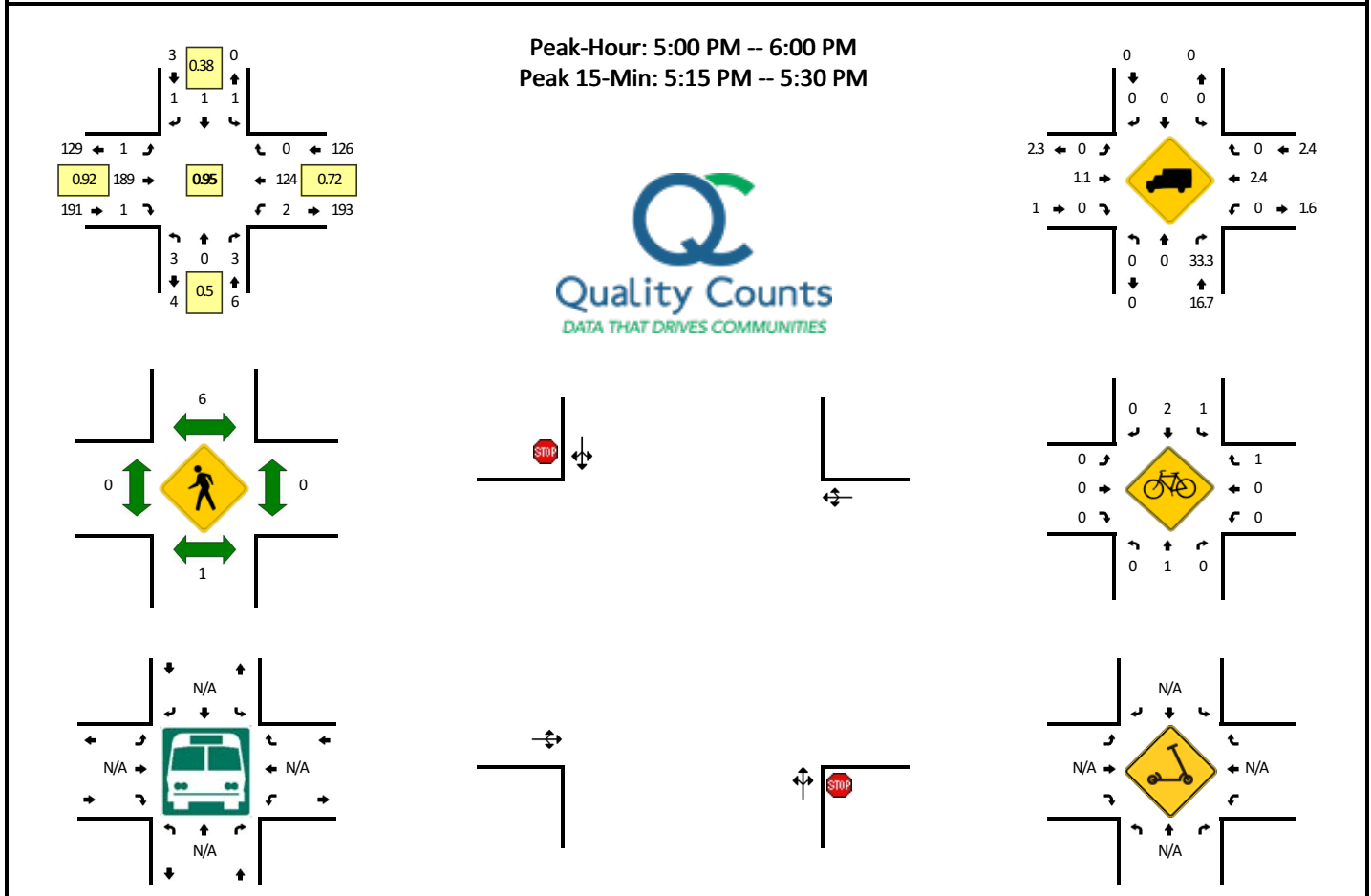
Comments:

Report generated on 7/26/2022 5:21 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LOCATION: Alley east of Woodward Ave -- Woodward Heights
CITY/STATE: Pleasant Ridge, MI

QC JOB #: 15879103
DATE: Tue, Jul 12 2022

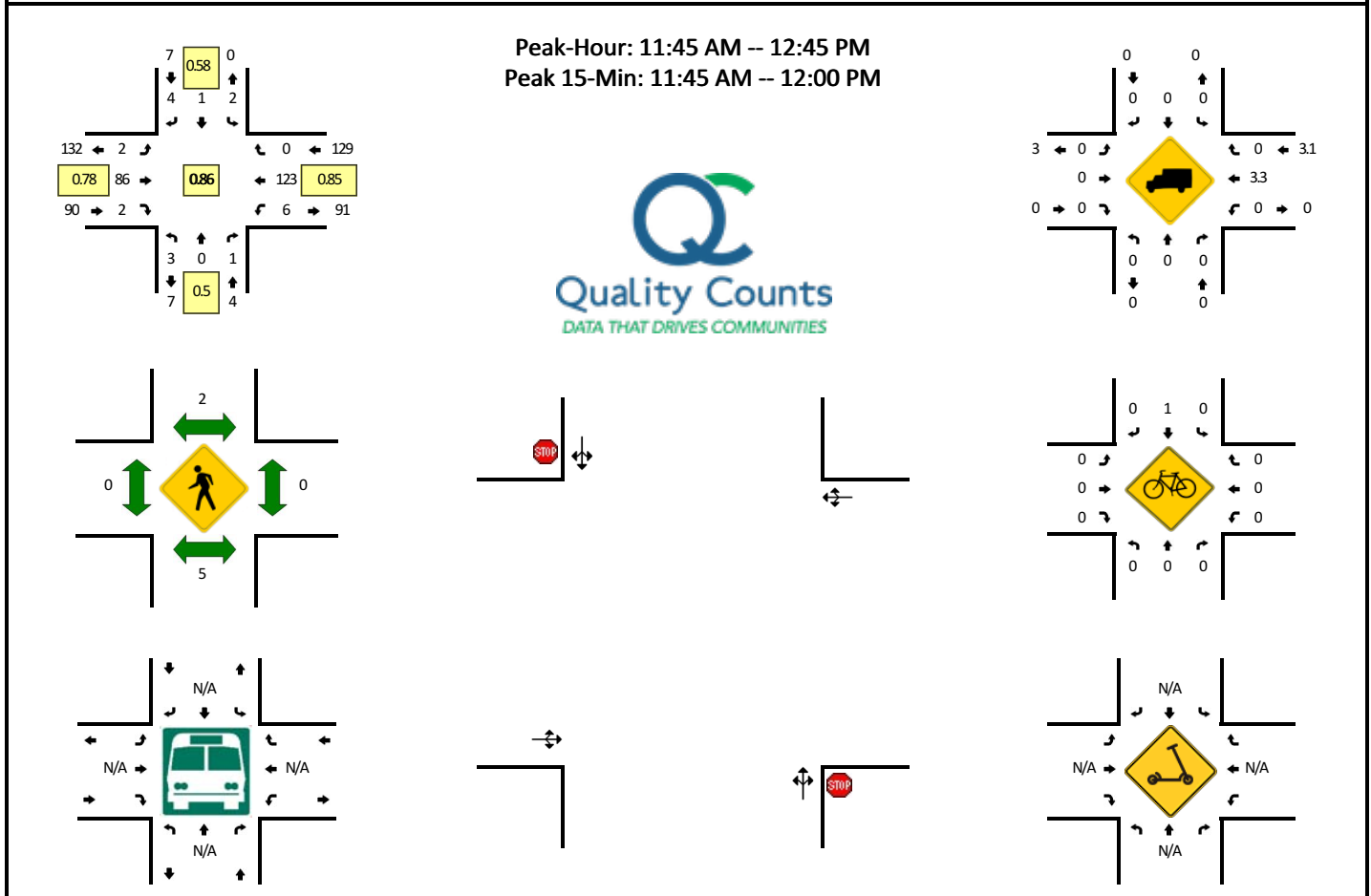


15-Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	25	1	2	0	35	0	0	63	
4:15 PM	0	0	0	0	1	1	0	0	0	34	0	0	0	28	0	0	64	
4:30 PM	0	0	1	0	0	2	1	0	0	26	0	0	0	38	0	0	68	
4:45 PM	0	0	0	0	1	2	0	0	0	22	1	0	1	31	0	1	59	254
5:00 PM	1	0	2	0	0	0	0	0	0	48	0	0	1	20	0	0	72	263
5:15 PM	0	0	1	0	1	0	1	0	0	49	0	1	1	32	0	0	86	285
5:30 PM	1	0	0	0	0	1	0	0	0	52	0	0	0	28	0	0	82	299
5:45 PM	1	0	0	0	0	0	0	0	0	40	1	0	0	44	0	0	86	326
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	4	0	4	0	4	0	0	196	0	4	4	128	0	0	344	
Heavy Trucks	0	0	4	0	0	0	0	0	0	4	0	0	0	4	0	0	12	
Buses																		
Pedestrians		0				24				0				0			24	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scooters																		

Comments:

LOCATION: Alley east of Woodward Ave -- Woodward Heights
CITY/STATE: Pleasant Ridge, MI

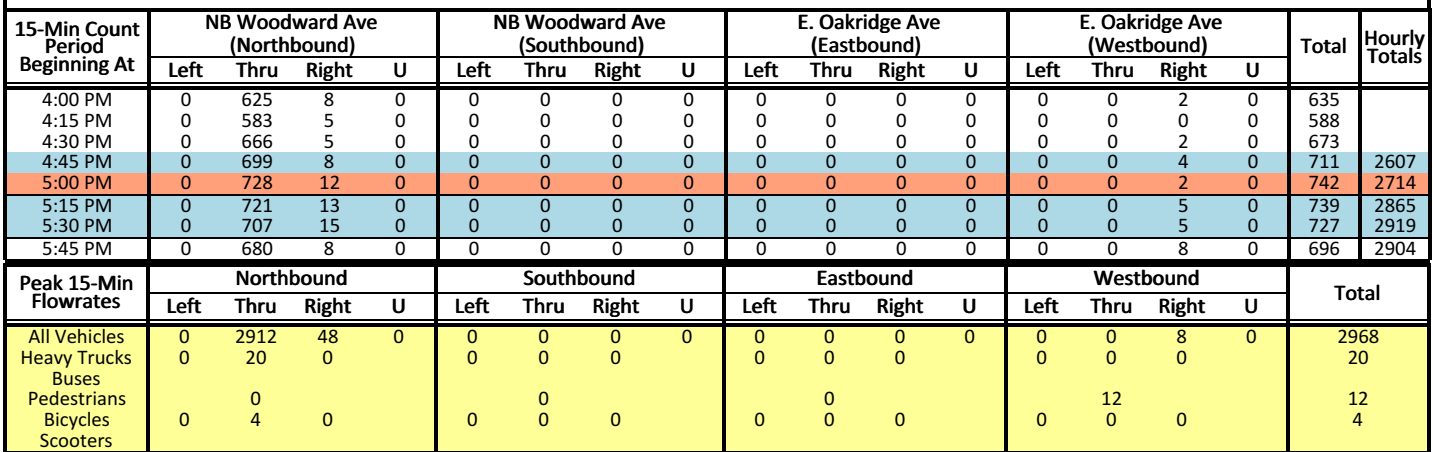
QC JOB #: 15879104
DATE: Sat, Jul 9 2022



15-Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
11:00 AM	0	0	0	0	0	0	0	0	0	19	0	1	0	31	2	0	53	
11:15 AM	0	0	0	0	0	0	0	0	0	24	2	0	0	26	0	0	52	
11:30 AM	0	0	1	0	3	0	1	0	0	20	1	0	2	29	0	0	57	
11:45 AM	0	0	0	0	1	1	1	0	0	26	2	1	2	31	0	2	67	229
12:00 PM	1	0	0	0	1	0	0	0	0	15	0	0	0	30	0	0	47	223
12:15 PM	1	0	1	0	0	0	1	0	0	22	0	0	0	26	0	0	51	222
12:30 PM	1	0	0	0	0	0	2	0	0	23	0	1	2	36	0	0	65	230
12:45 PM	1	0	0	0	0	0	0	0	0	20	0	1	0	33	0	0	55	218
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	4	4	4	0	0	104	8	4	8	124	0	8	268	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	
Buses																		
Pedestrians		16				0				0				0			16	
Bicycles	0	0	0		0	4	0		0	0	0		0	0	0		4	
Scoters																		

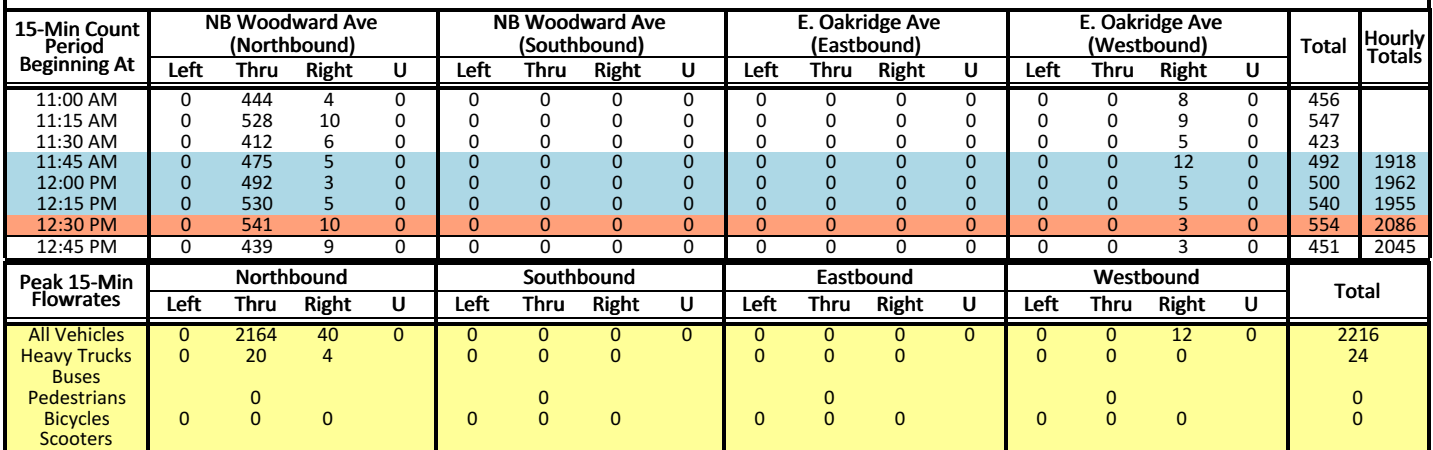
Comments:

QC JOB #: 15879105
DATE: Tue, Jul 12 2022



SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

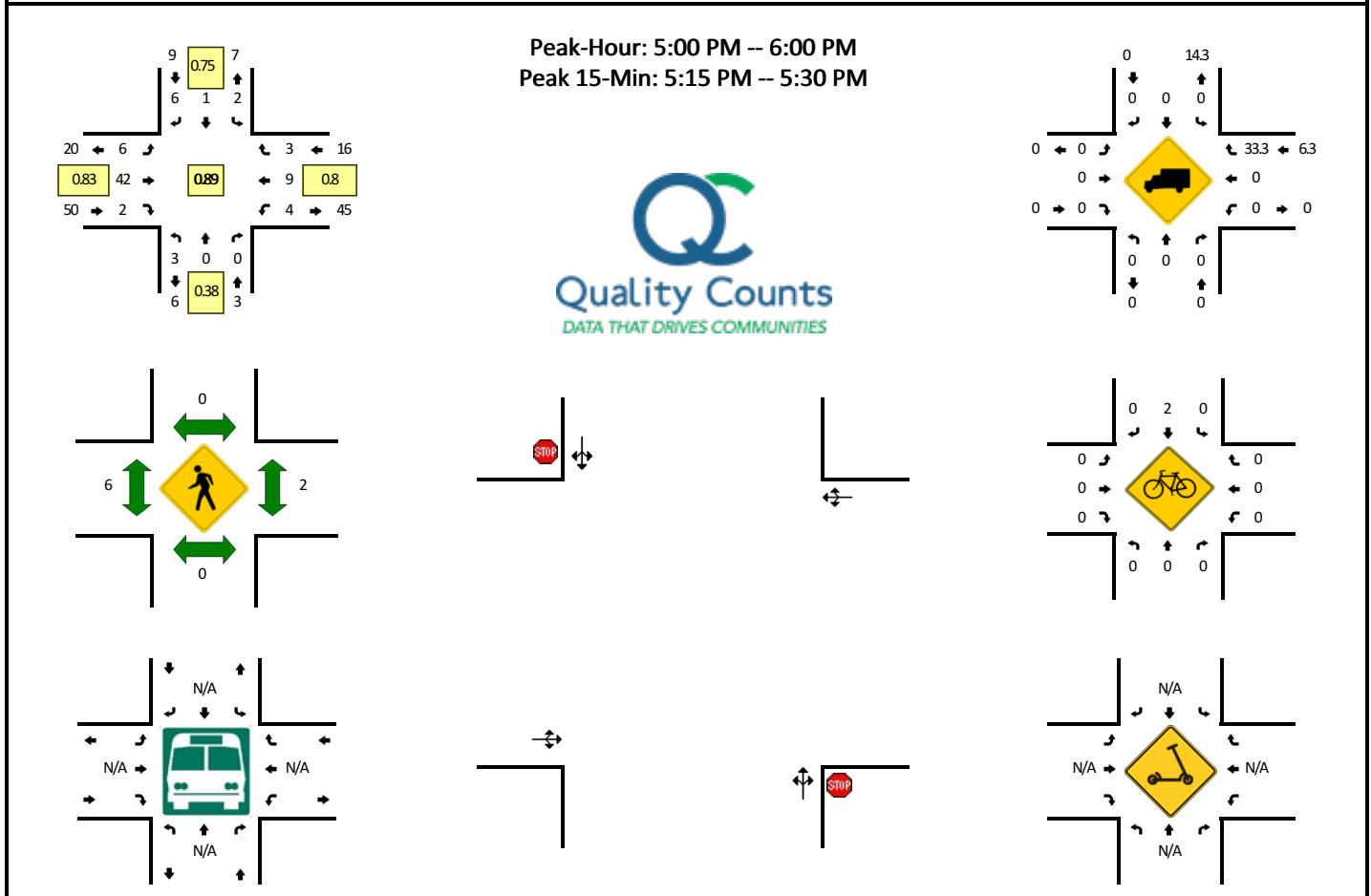
QC JOB #: 15879106
DATE: Sat, Jul 9 2022



SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LOCATION: Alley east of Woodward Ave -- E. Oakridge Ave
CITY/STATE: Ferndale, MI

QC JOB #: 15879107
DATE: Tue, Jul 12 2022

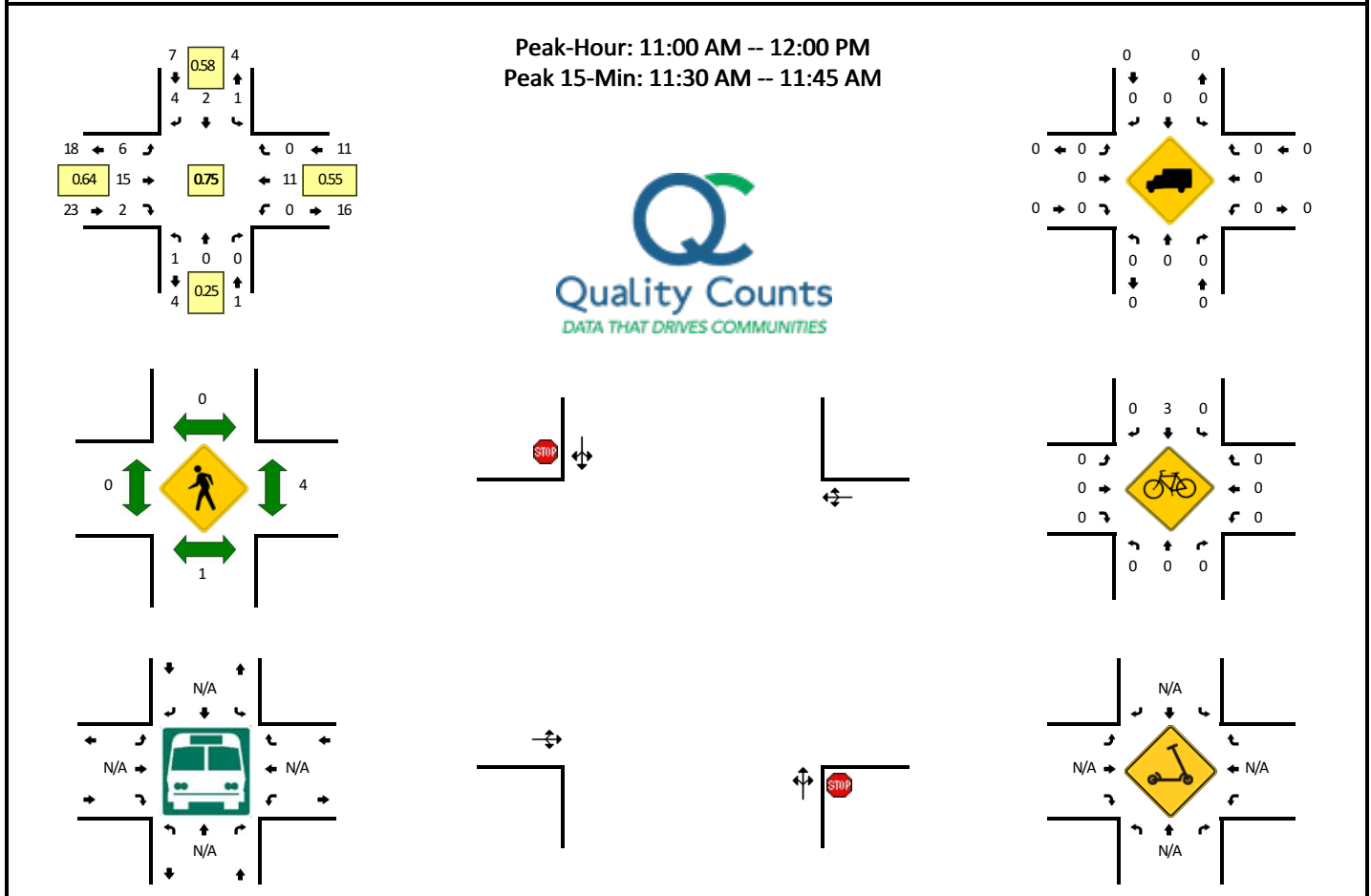


15-Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				E. Oakridge Ave (Eastbound)				E. Oakridge Ave (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	1	0	0	0	7	1	0	0	2	0	0	11	
4:15 PM	0	0	0	0	1	0	2	0	0	4	1	0	0	0	0	0	8	
4:30 PM	0	0	0	0	0	1	0	0	0	6	0	0	0	0	0	0	7	
4:45 PM	1	0	0	0	0	0	2	0	0	6	0	0	0	0	0	0	9	35
5:00 PM	0	0	0	0	0	1	0	0	2	10	0	0	2	2	0	1	18	42
5:15 PM	1	0	0	0	1	0	2	0	0	12	2	1	0	2	1	0	22	56
5:30 PM	2	0	0	0	0	0	3	0	1	13	0	0	0	1	2	0	22	71
5:45 PM	0	0	0	0	1	0	1	0	1	7	0	1	1	4	0	0	16	78
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	4	0	0	0	4	0	8	0	0	48	8	4	0	8	4	0	88	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
Buses																		
Pedestrians		0				0				16				4			20	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scooters																		

Comments:

LOCATION: Alley east of Woodward Ave -- E. Oakridge Ave
CITY/STATE: Ferndale, MI

QC JOB #: 15879108
DATE: Sat, Jul 16 2022



15-Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				E. Oakridge Ave (Eastbound)				E. Oakridge Ave (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
11:00 AM	0	0	0	0	0	0	0	0	0	8	0	1	0	2	0	0	11	
11:15 AM	1	0	0	0	1	0	2	0	0	2	0	1	0	1	0	0	8	
11:30 AM	0	0	0	0	0	1	2	0	3	3	0	0	0	5	0	0	14	
11:45 AM	0	0	0	0	0	1	0	0	1	2	2	0	0	3	0	0	9	42
12:00 PM	0	0	0	0	1	0	1	0	0	1	0	1	0	3	0	0	7	38
12:15 PM	0	0	0	0	1	0	0	0	1	4	0	0	1	0	0	0	7	37
12:30 PM	0	0	0	0	0	1	0	0	0	5	1	0	0	1	0	0	8	31
12:45 PM	0	0	0	0	0	0	0	0	0	5	0	0	1	2	0	0	8	30
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	0	4	8	0	12	12	0	0	0	20	0	0	56	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Buses																		
Pedestrians		0				0				0				12			12	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scooters																		

Comments:

APPENDIX B

SYNCHRO RESULTS PRINTOUTS

EXISTING CONDITIONS

Intersection

Int Delay, s/veh 0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑	↑↑↑			
Traffic Vol, veh/h	0	16	2855	48	0	0
Future Vol, veh/h	0	16	2855	48	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	95	95	92	92
Heavy Vehicles, %	0	0	1	0	2	2
Mvmt Flow	0	20	3005	51	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1528	0 0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	- 7.1	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	- 3.9	-
Pot Cap-1 Maneuver	0 93	-
Stage 1	0	-
Stage 2	0	-
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 93	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	WB	NB
HCM Control Delay, s	54	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	- 93
HCM Lane V/C Ratio	-	- 0.215
HCM Control Delay (s)	-	- 54
HCM Lane LOS	-	- F
HCM 95th %tile Q(veh)	-	- 0.8

HCM 6th TWSC

2: Woodward Ave & Woodward Heights

07/26/2022

Intersection						
Int Delay, s/veh	26.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑	↑↑↑			
Traffic Vol, veh/h	0	129	2675	189	0	0
Future Vol, veh/h	0	129	2675	189	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	95	95	92	92
Heavy Vehicles, %	0	2	1	1	2	2
Mvmt Flow	0	172	2816	199	0	0
Major/Minor	Minor1	Major1				
Conflicting Flow All	-	1508	0	0		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Critical Hdwy	-	7.14	-	-		
Critical Hdwy Stg 1	-	-	-	-		
Critical Hdwy Stg 2	-	-	-	-		
Follow-up Hdwy	-	3.92	-	-		
Pot Cap-1 Maneuver	0	~ 94	-	-		
Stage 1	0	-	-	-		
Stage 2	0	-	-	-		
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	-	~ 94	-	-		
Mov Cap-2 Maneuver	-	-	-	-		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Approach	WB	NB				
HCM Control Delay, s	487.7	0				
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1				
Capacity (veh/h)	-	-	-	94		
HCM Lane V/C Ratio	-	-	-	1.83		
HCM Control Delay (s)	-	-	-	487.7		
HCM Lane LOS	-	-	-	F		
HCM 95th %tile Q(veh)	-	-	-	14.3		
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

HCM 6th TWSC
3: Alley & Woodward Heights

07/26/2022

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	189	1	2	124	0	3	0	3	1	1	1
Future Vol, veh/h	1	189	1	2	124	0	3	0	3	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	72	72	72	65	65	65	65	65	65
Heavy Vehicles, %	0	1	0	0	2	0	0	0	33	0	0	0
Mvmt Flow	1	205	1	3	172	0	5	0	5	2	2	2
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	172	0	0	206	0	0	388	386	206	388	386	172
Stage 1	-	-	-	-	-	-	208	208	-	178	178	-
Stage 2	-	-	-	-	-	-	180	178	-	210	208	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.53	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.597	3.5	4	3.3
Pot Cap-1 Maneuver	1417	-	-	1377	-	-	574	551	762	574	551	877
Stage 1	-	-	-	-	-	-	799	734	-	828	756	-
Stage 2	-	-	-	-	-	-	826	756	-	797	734	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1417	-	-	1377	-	-	571	549	762	569	549	877
Mov Cap-2 Maneuver	-	-	-	-	-	-	571	549	-	569	549	-
Stage 1	-	-	-	-	-	-	798	733	-	827	754	-
Stage 2	-	-	-	-	-	-	821	754	-	791	733	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.1			10.6			10.7		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	653	1417	-	-	1377	-	-	636				
HCM Lane V/C Ratio	0.014	0.001	-	-	0.002	-	-	0.007				
HCM Control Delay (s)	10.6	7.5	0	-	7.6	0	-	10.7				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

Intersection												
Int Delay, s/veh	2.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	42	2	4	9	3	3	0	0	2	1	6
Future Vol, veh/h	6	42	2	4	9	3	3	0	0	2	1	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	80	80	80	65	65	65	75	75	75
Heavy Vehicles, %	0	0	0	0	0	33	0	0	0	0	0	0
Mvmt Flow	7	51	2	5	11	4	5	0	0	3	1	8
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	15	0	0	53	0	0	94	91	52	89	90	13
Stage 1	-	-	-	-	-	-	66	66	-	23	23	-
Stage 2	-	-	-	-	-	-	28	25	-	66	67	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1616	-	-	1566	-	-	894	803	1021	901	804	1073
Stage 1	-	-	-	-	-	-	950	844	-	1000	880	-
Stage 2	-	-	-	-	-	-	994	878	-	950	843	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1616	-	-	1566	-	-	881	797	1021	896	798	1073
Mov Cap-2 Maneuver	-	-	-	-	-	-	881	797	-	896	798	-
Stage 1	-	-	-	-	-	-	946	841	-	996	877	-
Stage 2	-	-	-	-	-	-	982	875	-	946	840	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			1.8			9.1			8.7		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	881	1616	-	-	1566	-	-	992				
HCM Lane V/C Ratio	0.005	0.004	-	-	0.003	-	-	0.012				
HCM Control Delay (s)	9.1	7.2	0	-	7.3	0	-	8.7				
HCM Lane LOS	A	A	A	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

HCM 6th TWSC
1: Woodward Ave & Oakridge

07/26/2022

Intersection

Int Delay, s/veh 0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑↑	↑↑↑↑			
Traffic Vol, veh/h	0	25	2038	23	0	0
Future Vol, veh/h	0	25	2038	23	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	65	65	94	94	92	92
Heavy Vehicles, %	0	0	1	4	2	2
Mvmt Flow	0	38	2168	24	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1096	0 0
Stage 1	- -	- -
Stage 2	- -	- -
Critical Hdwy	- 7.1	- -
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- -
Follow-up Hdwy	- 3.9	- -
Pot Cap-1 Maneuver	0 182	- -
Stage 1	0 -	- -
Stage 2	0 -	- -
Platoon blocked, %		- -
Mov Cap-1 Maneuver	- 182	- -
Mov Cap-2 Maneuver	- -	- -
Stage 1	- -	- -
Stage 2	- -	- -

Approach	WB	NB
HCM Control Delay, s	30	0
HCM LOS	D	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	- -	182
HCM Lane V/C Ratio	- -	0.211
HCM Control Delay (s)	- -	30
HCM Lane LOS	- -	D
HCM 95th %tile Q(veh)	- -	0.8

HCM 6th TWSC

2: Woodward Ave & Woodward Heights

07/26/2022

Intersection

Int Delay, s/veh 7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑↑	↑↑↑↑			
Traffic Vol, veh/h	0	132	1972	91	0	0
Future Vol, veh/h	0	132	1972	91	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	95	95	92	92
Heavy Vehicles, %	0	3	1	0	2	2
Mvmt Flow	0	165	2076	96	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1086	0 0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	- 7.16	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	- 3.93	-
Pot Cap-1 Maneuver	0 180	-
Stage 1	0	-
Stage 2	0	-
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 180	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	WB	NB
HCM Control Delay, s	99	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	- 180
HCM Lane V/C Ratio	-	- 0.917
HCM Control Delay (s)	-	- 99
HCM Lane LOS	-	- F
HCM 95th %tile Q(veh)	-	- 7

HCM 6th TWSC





3: Alley & Woodward Heights

07/26/2022

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	86	2	6	123	0	3	0	1	2	1	4
Future Vol, veh/h	2	86	2	6	123	0	3	0	1	2	1	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	85	85	85	65	65	65	65	65	65
Heavy Vehicles, %	0	0	0	0	3	0	0	0	0	0	0	0
Mvmt Flow	3	110	3	7	145	0	5	0	2	3	2	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	145	0	0	113	0	0	281	277	112	278	278	145
Stage 1	-	-	-	-	-	-	118	118	-	159	159	-
Stage 2	-	-	-	-	-	-	163	159	-	119	119	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1450	-	-	1489	-	-	675	634	947	678	633	908
Stage 1	-	-	-	-	-	-	891	802	-	848	770	-
Stage 2	-	-	-	-	-	-	844	770	-	890	801	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1450	-	-	1489	-	-	666	630	947	673	629	908
Mov Cap-2 Maneuver	-	-	-	-	-	-	666	630	-	673	629	-
Stage 1	-	-	-	-	-	-	889	800	-	846	766	-
Stage 2	-	-	-	-	-	-	832	766	-	887	799	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.3			10.1			9.7		
HCM LOS							B			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	719	1450	-	-	1489	-	-	781				
HCM Lane V/C Ratio	0.009	0.002	-	-	0.005	-	-	0.014				
HCM Control Delay (s)	10.1	7.5	0	-	7.4	0	-	9.7				
HCM Lane LOS	B	A	A	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

HCM 6th TWSC
4: Alley & Oakridge

07/26/2022

Intersection												
Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	15	2	0	11	0	1	0	0	1	2	4
Future Vol, veh/h	6	15	2	0	11	0	1	0	0	1	2	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	64	64	64	65	65	65	65	65	65	65	65	65
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	9	23	3	0	17	0	2	0	0	2	3	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	17	0	0	26	0	0	65	60	25	60	61	17
Stage 1	-	-	-	-	-	-	43	43	-	17	17	-
Stage 2	-	-	-	-	-	-	22	17	-	43	44	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1613	-	-	1601	-	-	934	835	1057	941	834	1068
Stage 1	-	-	-	-	-	-	976	863	-	1008	885	-
Stage 2	-	-	-	-	-	-	1002	885	-	976	862	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1613	-	-	1601	-	-	922	830	1057	936	829	1068
Mov Cap-2 Maneuver	-	-	-	-	-	-	922	830	-	936	829	-
Stage 1	-	-	-	-	-	-	970	858	-	1002	885	-
Stage 2	-	-	-	-	-	-	993	885	-	970	857	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.9			0			8.9			8.8		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	922	1613	-	-	1601	-	-	969				
HCM Lane V/C Ratio	0.002	0.006	-	-	-	-	-	0.011				
HCM Control Delay (s)	8.9	7.2	0	-	0	-	-	8.8				
HCM Lane LOS	A	A	A	-	A	-	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

FUTURE CONDITIONS

HCM 6th TWSC
1: Woodward Ave & Oakridge

07/27/2022

Intersection

Int Delay, s/veh 0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑	↑↑↑			
Traffic Vol, veh/h	0	16	2855	48	0	0
Future Vol, veh/h	0	16	2855	48	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	95	95	92	92
Heavy Vehicles, %	0	0	1	0	2	2
Mvmt Flow	0	20	3005	51	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1528	0 0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	- 7.1	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	- 3.9	-
Pot Cap-1 Maneuver	0 93	-
Stage 1	0	-
Stage 2	0	-
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 93	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	WB	NB
HCM Control Delay, s	54	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	- 93
HCM Lane V/C Ratio	-	- 0.215
HCM Control Delay (s)	-	- 54
HCM Lane LOS	-	- F
HCM 95th %tile Q(veh)	-	- 0.8

HCM 6th TWSC

2: Woodward Ave & Woodward Heights





07/27/2022

Intersection						
Int Delay, s/veh	26.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑ ↑ ↑ ↑				
Traffic Vol, veh/h	0	129	2675	189	0	0
Future Vol, veh/h	0	129	2675	189	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	75	75	95	95	92	92
Heavy Vehicles, %	0	2	1	1	2	2
Mvmt Flow	0	172	2816	199	0	0
Major/Minor	Minor1	Major1				
Conflicting Flow All	-	1508	0	0		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Critical Hdwy	-	7.14	-	-		
Critical Hdwy Stg 1	-	-	-	-		
Critical Hdwy Stg 2	-	-	-	-		
Follow-up Hdwy	-	3.92	-	-		
Pot Cap-1 Maneuver	0	~ 94	-	-		
Stage 1	0	-	-	-		
Stage 2	0	-	-	-		
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	-	~ 94	-	-		
Mov Cap-2 Maneuver	-	-	-	-		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Approach	WB	NB				
HCM Control Delay, s	487.7	0				
HCM LOS	F					
Minor Lane/Major Mvmt	NBT	NBRWBLn1				
Capacity (veh/h)	-	-	-	94		
HCM Lane V/C Ratio	-	-	-	1.83		
HCM Control Delay (s)	-	-	-	487.7		
HCM Lane LOS	-	-	-	F		
HCM 95th %tile Q(veh)	-	-	-	14.3		
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

HCM 6th TWSC





3: Alley & Woodward Heights

07/27/2022

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	189	1	4	124	0	3	0	5	1	1	1
Future Vol, veh/h	1	189	1	4	124	0	3	0	5	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	72	72	72	65	65	65	65	65	65
Heavy Vehicles, %	0	1	0	0	2	0	0	0	33	0	0	0
Mvmt Flow	1	205	1	6	172	0	5	0	8	2	2	2
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	172	0	0	206	0	0	394	392	206	396	392	172
Stage 1	-	-	-	-	-	-	208	208	-	184	184	-
Stage 2	-	-	-	-	-	-	186	184	-	212	208	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.53	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.597	3.5	4	3.3
Pot Cap-1 Maneuver	1417	-	-	1377	-	-	569	547	762	568	547	877
Stage 1	-	-	-	-	-	-	799	734	-	822	751	-
Stage 2	-	-	-	-	-	-	820	751	-	795	734	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1417	-	-	1377	-	-	564	544	762	559	544	877
Mov Cap-2 Maneuver	-	-	-	-	-	-	564	544	-	559	544	-
Stage 1	-	-	-	-	-	-	798	733	-	821	747	-
Stage 2	-	-	-	-	-	-	813	747	-	786	733	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.2			10.4			10.8		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	673	1417	-	-	1377	-	-	629				
HCM Lane V/C Ratio	0.018	0.001	-	-	0.004	-	-	0.007				
HCM Control Delay (s)	10.4	7.5	0	-	7.6	0	-	10.8				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0				

HCM 6th TWSC
4: Alley & Oakridge

07/27/2022

Intersection												
Int Delay, s/veh	2.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	42	2	4	9	6	3	0	0	5	1	6
Future Vol, veh/h	6	42	2	4	9	6	3	0	0	5	1	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	80	80	80	65	65	65	75	75	75
Heavy Vehicles, %	0	0	0	0	0	33	0	0	0	0	0	0
Mvmt Flow	7	51	2	5	11	8	5	0	0	7	1	8
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	19	0	0	53	0	0	96	95	52	91	92	15
Stage 1	-	-	-	-	-	-	66	66	-	25	25	-
Stage 2	-	-	-	-	-	-	30	29	-	66	67	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1611	-	-	1566	-	-	891	799	1021	898	802	1070
Stage 1	-	-	-	-	-	-	950	844	-	998	878	-
Stage 2	-	-	-	-	-	-	992	875	-	950	843	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1611	-	-	1566	-	-	879	793	1021	894	796	1070
Mov Cap-2 Maneuver	-	-	-	-	-	-	879	793	-	894	796	-
Stage 1	-	-	-	-	-	-	946	841	-	994	875	-
Stage 2	-	-	-	-	-	-	980	872	-	946	840	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			1.5			9.1			8.8		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	879	1611	-	-	1566	-	-	963				
HCM Lane V/C Ratio	0.005	0.004	-	-	0.003	-	-	0.017				
HCM Control Delay (s)	9.1	7.2	0	-	7.3	0	-	8.8				
HCM Lane LOS	A	A	A	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1				

HCM 6th TWSC
5: Woodward Ave & Site Drive

07/27/2022

Intersection

Int Delay, s/veh 0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑ ↑ ↑	↑ ↑ ↑			
Traffic Vol, veh/h	0	22	2850	21	0	0
Future Vol, veh/h	0	22	2850	21	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	24	3098	23	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1561	0 0
Stage 1	- -	- -
Stage 2	- -	- -
Critical Hdwy	- 7.14	- -
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- -
Follow-up Hdwy	- 3.92	- -
Pot Cap-1 Maneuver	0 86	- -
Stage 1	0 -	- -
Stage 2	0 -	- -
Platoon blocked, %		- -
Mov Cap-1 Maneuver	- 86	- -
Mov Cap-2 Maneuver	- -	- -
Stage 1	- -	- -
Stage 2	- -	- -

Approach	WB	NB
HCM Control Delay, s	62.3	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	- -	86
HCM Lane V/C Ratio	- -	0.278
HCM Control Delay (s)	- -	62.3
HCM Lane LOS	- -	F
HCM 95th %tile Q(veh)	- -	1

HCM 6th TWSC
1: Woodward Ave & Oakridge

07/28/2022

Intersection

Int Delay, s/veh 0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑↑	↑↑↑↑			
Traffic Vol, veh/h	0	25	2038	23	0	0
Future Vol, veh/h	0	25	2038	23	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	65	65	94	94	92	92
Heavy Vehicles, %	0	0	1	4	2	2
Mvmt Flow	0	38	2168	24	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1096	0 0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	- 7.1	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	- 3.9	-
Pot Cap-1 Maneuver	0 182	-
Stage 1	0	-
Stage 2	0	-
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 182	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	WB	NB
HCM Control Delay, s	30	0
HCM LOS	D	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	- 182
HCM Lane V/C Ratio	-	- 0.211
HCM Control Delay (s)	-	- 30
HCM Lane LOS	-	- D
HCM 95th %tile Q(veh)	-	- 0.8

HCM 6th TWSC

2: Woodward Ave & Woodward Heights

07/28/2022

Intersection

Int Delay, s/veh 7.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑	↑↑↑			
Traffic Vol, veh/h	0	132	2005	91	0	0
Future Vol, veh/h	0	132	2005	91	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	95	95	92	92
Heavy Vehicles, %	0	3	1	0	2	2
Mvmt Flow	0	165	2111	96	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 1104	0 0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	- 7.16	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	- 3.93	-
Pot Cap-1 Maneuver	0 175	-
Stage 1	0	-
Stage 2	0	-
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 175	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	WB	NB
HCM Control Delay, s	107	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	- 175
HCM Lane V/C Ratio	-	- 0.943
HCM Control Delay (s)	-	- 107
HCM Lane LOS	-	- F
HCM 95th %tile Q(veh)	-	- 7.3

HCM 6th TWSC
3: Alley & Woodward Heights

07/28/2022

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	86	2	10	123	0	3	0	5	2	1	4
Future Vol, veh/h	2	86	2	10	123	0	3	0	5	2	1	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	85	85	85	65	65	65	65	65	65
Heavy Vehicles, %	0	0	0	0	3	0	0	0	0	0	0	0
Mvmt Flow	3	110	3	12	145	0	5	0	8	3	2	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	145	0	0	113	0	0	291	287	112	291	288	145
Stage 1	-	-	-	-	-	-	118	118	-	169	169	-
Stage 2	-	-	-	-	-	-	173	169	-	122	119	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1450	-	-	1489	-	-	665	626	947	665	625	908
Stage 1	-	-	-	-	-	-	891	802	-	838	763	-
Stage 2	-	-	-	-	-	-	834	763	-	887	801	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1450	-	-	1489	-	-	654	619	947	654	618	908
Mov Cap-2 Maneuver	-	-	-	-	-	-	654	619	-	654	618	-
Stage 1	-	-	-	-	-	-	889	800	-	836	756	-
Stage 2	-	-	-	-	-	-	819	756	-	878	799	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0.6			9.5			9.7		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	811	1450	-	-	1489	-	-	771				
HCM Lane V/C Ratio	0.015	0.002	-	-	0.008	-	-	0.014				
HCM Control Delay (s)	9.5	7.5	0	-	7.4	0	-	9.7				
HCM Lane LOS	A	A	A	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

HCM 6th TWSC
4: Alley & Oakridge

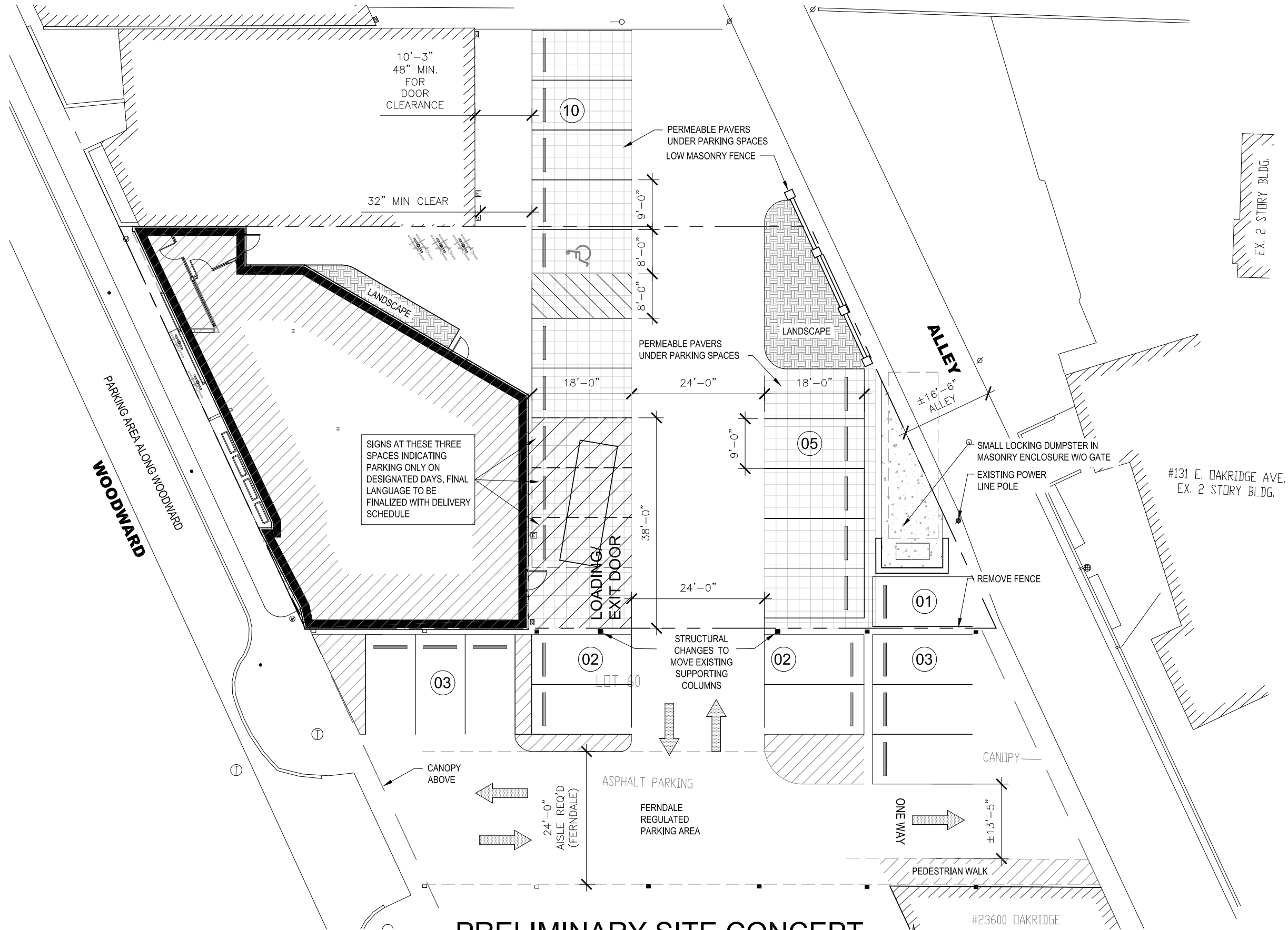
07/28/2022

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	15	2	0	11	4	1	0	0	5	2	4
Future Vol, veh/h	6	15	2	0	11	4	1	0	0	5	2	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	64	64	64	65	65	65	65	65	65	65	65	65
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	9	23	3	0	17	6	2	0	0	8	3	6
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	23	0	0	26	0	0	68	66	25	63	64	20
Stage 1	-	-	-	-	-	-	43	43	-	20	20	-
Stage 2	-	-	-	-	-	-	25	23	-	43	44	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1605	-	-	1601	-	-	930	829	1057	936	831	1064
Stage 1	-	-	-	-	-	-	976	863	-	1004	883	-
Stage 2	-	-	-	-	-	-	998	880	-	976	862	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1605	-	-	1601	-	-	918	824	1057	931	826	1064
Mov Cap-2 Maneuver	-	-	-	-	-	-	918	824	-	931	826	-
Stage 1	-	-	-	-	-	-	970	858	-	998	883	-
Stage 2	-	-	-	-	-	-	989	880	-	970	857	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.9			0			8.9			8.9		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	918	1605	-	-	1601	-	-	952				
HCM Lane V/C Ratio	0.002	0.006	-	-	-	-	-	0.018				
HCM Control Delay (s)	8.9	7.3	0	-	0	-	-	8.9				
HCM Lane LOS	A	A	A	-	A	-	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1				

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑↑↑↑	↑↑↑↑			
Traffic Vol, veh/h	0	33	2031	32	0	0
Future Vol, veh/h	0	33	2031	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	36	2208	35	0	0
Major/Minor	Minor1		Major1			
Conflicting Flow All	-	1122	0	0		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Critical Hdwy	-	7.14	-	-		
Critical Hdwy Stg 1	-	-	-	-		
Critical Hdwy Stg 2	-	-	-	-		
Follow-up Hdwy	-	3.92	-	-		
Pot Cap-1 Maneuver	0	172	-	-		
Stage 1	0	-	-	-		
Stage 2	0	-	-	-		
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	-	172	-	-		
Mov Cap-2 Maneuver	-	-	-	-		
Stage 1	-	-	-	-		
Stage 2	-	-	-	-		
Approach	WB		NB			
HCM Control Delay, s	31.4		0			
HCM LOS	D					
Minor Lane/Major Mvmt	NBT		NBRWBLn1			
Capacity (veh/h)	-		-		172	
HCM Lane V/C Ratio	-		-		0.209	
HCM Control Delay (s)	-		-		31.4	
HCM Lane LOS	-		-		D	
HCM 95th %tile Q(veh)	-		-		0.8	

APPENDIX C

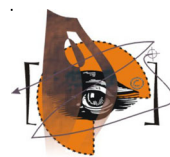
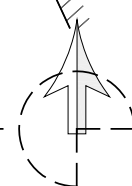
SITE PLAN



PRELIMINARY SITE CONCEPT- SKYMINT PLEASANT RIDGE, MI



NTS



studio
[intrigue]
ARCHITECTS
1114 S. WASHINGTON AVE. #100
LANSING, MI 48210
517.312.8804 PHONE
517.312.8805 FAX
WWW.STUDIOINTRIGUE.COM

The District Park LLC (Skymint) Application Forms and Documents Review

The District Park, LLC		Provided	Comments
Application Forms			
	Marijuana Facility License Application pp 1-3	X	
	Marijuana Facility License Attachment Checklist	X	
	Marijuana Facility License Attestations	X	
Required Attachments			
Attachment A: Entity Documents			
	Operating, Shareholder, Partnership Agreement/Bylaws	X	
	Articles of Organization/Incorporation	X	
	Organizational Chart/Additional Support	X	
	Certificate of Good Standing	X	
	Assumed Name Registration	X	
Attachment B: State Application Status			
	Pre-Qualification under MMFLA/MRTMA	X	
	Licensure under MMFLA/MRTMA	X	
	*Retail Delivery authorization to deliver as applicable	X	
Attachment C: Distance to Nearest Redimensionally Zoned/Used Structure			
	Aerial map/measurement	X	
Attachment D: Property Ownership			
	Deed/Lease/Real Estate Interest	X	
	Owner authorization (if not owner)	X	Provided by both current and prospective property owners
	Parking Agreements	X	Provided - 10 year terms. Addressed in operations agreement.
Attachment E: Owner/Applicant Information			
	Copies Owners/Applicants Driver's Licenses	X	
	List of Parties having Ownership in Entity	X	
Attachment F: Marijuana Operations			
	Marijuana Operations Info or Attestation of No Operations	X	
	Profit & Loss Summary	X	
Attachment G: Regulatory History			
	Regulatory History Suspensions or Revocations	X	
Attachment H: Tax Delinquency			
	Tax Delinquency Complaints/Notices re: Payment or Tax Dispute	X	
Attachment I: Other Pleasant Ridge Properties (as applicable)			
	Owned/Leased Property Info - commercial	n/a	
	Owned/Leased Property Info - residential	n/a	
Attachment J: Insurance & Security			
	Insurance Quote	X	
	Security Quote	X	
Attachment K: Bankruptcy (as applicable)			
	Bankruptcy Explanation/Accompanying documents	X	
Attachment L: Capitalization			
	Explanation/Documentation to Operate Establishment	X	
Attachment M: Criminal History (as applicable)			
	Entity/Applicant Disclosures	X	
	Personal Disclosures	X	
Attachment N: Regulatory Compliance (as applicable)			
	History of Noncompliance w/ Regulatory Requirements	X	
The District Park, LLC		Provided	Comments

Attachment O: Litigation (as applicable)			
	Explanation/Documentation as Defendant in Business Litigation	X	
Attachment P: Chemical Storage (as applicable)			
	Cultivation/Processing Plan for Processor Applicants	X	
Attachment Q: Site Plan/Neighborhood Compatibility Plan			
	Site Plans	X	
	Lighting Plan	X	
	Landscape/Other Aesthetic Improvements	X	
Attachment R: Community Involvement			
	Past, Present and Proposed Community Involvement	X	
Attachment S: Establishment Business Plan			
	Waste Disposal Plan	X	
	Security Plan	X	
	Sanitation Plan	X	
	Odor Mitigation Plan	X	
	Succession Plan	X	

The District Park LLC (Skymint) Application Forms and Documents Review

The District Park, LLC		Complies?	Comments
Section 18-292 - Location, Number, and Types of Licenses			
a.	Zoning - located in C or W district	yes	C zoning district
b.	Separated 200 feet from zoned or used residential structure	yes	At least 201 feet of separation
d.	Meets all zoning district requirements	yes	
e.	Dual licensure	yes	Applying for retailer and provisioning center license
g.	City license available	yes	1 remaining
Section 18-293 Facility Requirements			
a.	Licensing and Insurance	yes	All required information provided
b.	Operating Standards	yes	Application compiles. Facility must operate in compliance.
c.	Parking requirements	yes	10 required, 10 provided on-site, 25 total with lease agreements
d.	Security	yes	Application complies
Section 18-294 Application and Fee Requirements			
a.	Application complies with City requirements	yes	
b.	Site plans provided	yes	Site plans comply with ordinance requirements
d.	Fees provided	yes	
Section 18-295 - Application Review			
a.1	Compliance with application requirements	yes	
a.2	Compliance with ordinance requirements	yes	
a.3	Qualifications of the applicant	yes	Application demonstrates financial and operational capacity
a.4	Capitalization and means to operate the facility	yes	Documentation provided
a.5	Business history and experience	yes	At least 19 other facilities operating statewide
a.6	Business history with Pleasant Ridge	n/a	
a.7	Prior or current licensure	yes	No license issues at other facilities
a.8	Non-marijuana business interests	yes	No concerns
a.9	Regulatory compliance/legal history	yes	No violations or concerns identified
a.10	Strengenh of business plan	yes	Credible business plan provided
a.11	Integrity, moral charager, and cooperation with City	yes	No concerns identified, applicant has been professional in dealings w/City
a.12	Financial benefit to the city	yes	Small taxable value loss. Other marijuana revenues should result in net gain
a.13	Neighborhood compatibility	yes	Neighborhood compatibility concerns considered in application
a.14	Community involvement	yes	Plan provided
a.15	Proposing to replace existing business?	yes	Occupying a vacant space, no existing business will be replaced
a.16	Capital Investment	yes	Nearly \$2 million of capital investment planned
a.17	Status of Michigan licensure	yes	In good standing
a.18	Security plan	yes	Provided
a.19	Any other considerations	yes	No other considerations identified



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: July 6, 2022
 Re: Cork Liquor License

Overview

The City has received a request from Kelly Walsh, owner of the building in which Cork is located, to become involved in a dispute over the status of the liquor license. Following is Kelly Walsh's request to the City Attorney:

"Following up from our in-person meeting. Just to recap the in person meeting we had regarding status of former business know as Detroit Celtic doing business as Cork Wine Pub. Per our conversation the business has been closed since March 2019. As the landlord and main financial investor, I have been forced to assume all bills associated with the former business and building. As you can imagine I need to get a viable business back in the building ASAP. The issue is one person is holding the liquor license hostage. As you know per the City Operating Agreement the license is now in escrow. This is a clear violation of the operating agreement. Moving the license to escrow was a decision made by Kathleen without the knowledge or consent of her business partner Meredith.

What we are asking the City is to reach out to Kathleen and ask her why the license went into escrow. Inform her of the breach in the Operating Agreement and what her intentions are moving forward. Let us know your thoughts.

One other question can the City request a return of the License due to the breach?"

Please refer to the City Attorney's letter under separate cover for more information and background about this request.

Requested Action

City Commission consideration of the request by Kelly Walsh and direction to staff (refer to the City Attorney's letter for options).

REVISED OPERATION AGREEMENT

Cork Restaurant/Wine Bar Liquor License

THIS OPERATION AGREEMENT ('Agreement') is made and entered into on _____, 2014, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Meredith Marie Walsh, whose address is 767 Flowerdale, Ferndale, Michigan 48220; Kathleen G Galen, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021; and Detroit Celtic Entertainment, Inc., a Michigan corporation, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021. Meredith Marie Walsh, Kathleen G. Galen, and Detroit Celtic Entertainment, Inc. are referred to jointly in this Agreement as the "Applicant." The City and the Applicant are collectively referred to in this Agreement as the "Parties".

Recitals

- A. The Applicant desires to operate a restaurant known as Cork Wine Pub (referred to in this Agreement as the "Restaurant") located at 23810 Woodward Avenue, Pleasant Ridge, Michigan, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").
- B. The Applicant has requested that the City approve a transfer to it of the existing Class C liquor license (referred to in this Agreement as the "License") that was issued in 2010 from the City's quota of such licenses for use at the Restaurant.
- C. Under Sections 501 and 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1501 and 436.1531), it is within the City's discretion to approve the issuance of Class C liquor licenses, including transfers, and the City is neither required to approve issuance of a minimum number of Class C quota liquor licenses, nor required to approve the transfer of any existing Class C quota liquor licenses.
- D. The City has adopted Ordinance No. 391, which applies to the original City approval of the License and to the transfer presently requested by the Applicant. Said Ordinance No. 391, as it may be amended from time to time, is known and referred to in this Agreement as the "Liquor Control Ordinance."
- E. As part of the original application to the City for the License and as an inducement to the City to approve the issuance of the License for use at the Restaurant, the original applicant for that License proposed a plan of operation for the Restaurant, which is attached as Exhibit B (the "Plan"), and a site plan for the Property, which is attached as Exhibit C (the "Site Plan"), and entered into a "Development and Operation Agreement," dated December 1, 2009 (referred to in this Agreement as the "Original Operation Agreement") regarding the development and operation of the Restaurant and that included and incorporated said Plan and Site Plan.
- F. For the same purposes of inducing the City to approve the transfer and issuance of the

License to the Applicant for its use at and continued operation of the Restaurant, the Applicant acknowledges that it has voluntarily offered or accepted the restrictions regarding the operation of the Restaurant as set forth or referred to in this Agreement and is, in all respects, willing to abide by the terms of this Agreement.

- G. The City held a public hearing on January 10, 2013, to consider the Applicant's request for the License, pursuant to the Liquor Control Ordinance.
- H. The City has approved the Applicant's application for the transfer and issuance to it of the License at the Restaurant, pursuant to the Liquor Control Ordinance, and, consistent with Applicant's representations and the City's approval, the Applicant and the City enter into this Agreement.

Agreement

NOW, THEREFORE, as an integral part of the approval of the transfer and issuance of the License to the Applicant for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Agreement for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Agreement.
2. **Approval of License.** The City will, in reliance upon the Applicant's agreement herein, declare its approval of the transfer and issuance of the above quota Liquor License to the Applicant for its use at the Licensed Premises as having been finalized and will notify the MLCC of said City approval.
3. **Operation.** In connection with its operation of the Restaurant and use of the License, the Applicant agrees to comply with:
 - (a) all restrictions, limitations, requirements, representations and standards offered, proposed, set forth or otherwise identified in the Plan, the Site Plan, this Agreement, the Liquor Control Ordinance, and all other applicable federal, state and City laws, ordinances, rules and regulations (altogether the "Documents"); and
 - (b) the following additional requirements:
 - (i) employees of the Developer shall not park in the off-street parking spaces defined in the Site Plan on Fairwood Avenue;
 - (ii) neither employees of the Applicant nor Applicant's valet parking operation shall park vehicles in the off-street parking spaces defined in the Site Plan or in the on-street parking spaces along Fairwood Avenue;
 - (iii) except as provided in (iv), below, the days and hours of operation shall be

limited to 4:00 p.m. until 11:00 p.m. from Monday through Thursday, 4:00p.m. until 12:00 a.m. on Friday, 10:00 a.m. until 12:00 a.m. on Saturday through Saturday, and 10:00 a.m. until 4:00 p.m. on Sunday;

- (iv) the Restaurant may open for occasional pre-scheduled private events during other times than indicated in (iii), above, provided there shall not be more than 1such event in any seven (7) day period and no more than two (2) such events in any thirty (30) day period, and provided further that the Restaurant shall not be open to the general public during such events;
 - (v) except as specifically provided for in subsection (vi), below, there shall be no entertainment, such as performances, motion pictures, contests, patron dancing, other dancing, closed circuit television, or topless activity (as that term is defined by subsection 916(15) of the Michigan Liquor Control Code of 1998), at the Restaurant, and the Applicant hereby waives and releases the City from any claim that this mutually agreed upon restriction is unconstitutional or otherwise unenforceable; and live instrumental music may be performed inside the Restaurant, provided that (A) the sound and any vibrations generated by the performance cannot be heard or perceived on the Property outside of the Restaurant building or on any neighboring properties; (B) no performances shall occur before 6:00 p.m. or after 10:00 p.m. Monday through Thursday, before 6:00 p.m. or after 11:00 p.m. Friday through Saturday, and at no time on Sunday; (C) any state liquor law permits related to such performance(s) have been approved; and (D) the Applicant shall provide advance written notice to the City of such performances, including a full and complete description of the proposed performance activity and all information requested by the City in connection with same, and no such performances shall occur unless the City provides written notice of its approval of same to the Applicant.
 - (vi) In the event of any conflict between (a) and (b), above, the requirements in (b) shall apply. In the event of any conflict between any provisions of the Documents (other than the provisions in (b), above), the City shall have the sole discretion to determine which provision applies and shall notify Applicant of such determination in writing.
- (c) Outdoor Dining. A special land use was approved by the Pleasant Ridge Planning Commission on July 15, 2014, to permit an outdoor dining patio with 24 seats as shown on the site plans received by the City dated May 27, 2014, with the following conditions:
- (i) Location. The patio shall be designed and constructed and may operate in the area shown on the approved site plan.
 - (ii) Hours of operation. The outdoor patio may only operate during the normal business hours of the existing restaurant.
 - (iii) Dates of operation. Outdoor dining is permitted between April 15 and October 31. All furniture and fixtures must be removed immediately after October 31.
 - (iv) Disposal of wine bottles. Wine bottles will not be disposed of in an outdoor trash or recycling bin between the hours of 10pm and 9am.

- (v) Outdoor music. There shall be no live or recorded music played outdoors on the patio.
- (vi) Patio permit renewal. If the patio creates a large volume of resident complaints due to the impacts of its operation, City Staff will place the patio item on a Planning Commission agenda for re-consideration of the special land use permit prior to renewal of the outdoor dining license.
- (vii) Compliance with City Ordinances. The outdoor patio shall comply with all requirements of City Code Chapter 18, Article II, Division 1 – Accessory Outdoor Dining Areas; and City Code Section 26-13.5(q), Accessory Outdoor Dining Areas.

4. Violations; Enforcement. If Applicant fails to operate the Restaurant in compliance with all of the Documents, or uses the License in any manner that violates or does not comply with any of the Documents, the Parties agree that such noncompliance shall constitute a violation of the Liquor Control Ordinance and a breach of this Agreement, and, in such event, the Parties acknowledge and agree that the City may undertake enforcement in all or any of the following manners, in its discretion, pursuant to the Liquor Control Ordinance, other applicable ordinances of the City and applicable state law: (a) issue a misdemeanor appearance ticket, to Meredith Marie Walsh or any other officer or director of Detroit Celtic Entertainment, Inc. or manager of the Restaurant, for each such violation to be prosecuted in the District Court under the City Code of Ordinances and, in such event, each day on which any such violation shall continue shall constitute a separate and additional offense and shall be punishable as such; (b) notify the Michigan Liquor Control Commission of the violation(s) and seek nonrenewal of the License at its annual expiration date; and/or (c) seek immediate injunctive relief, specific performance, declaratory relief and other equitable and legal relief from the Oakland County Circuit Court, and Applicant agrees to be subject to the jurisdiction of the Oakland County Circuit Court and, if said Court determines that a violation of this Agreement or the Liquor Control Ordinance or any of the Documents has occurred, said Court may immediately suspend Applicant's liquor license and shall order liquidated damages to the City in the amount of \$1,000.00 for each day that the violation existed and continues to exist. With respect to (c), above, the Parties acknowledge the following: (i) this Agreement and the covenants and obligations in this Agreement are unique, and in the event of default by the Applicant, the City would not be able to be adequately or fully compensated solely by money damages, and the City shall therefore have the right to enforce the terms and provisions of this Agreement by a court action for specific performance, injunctive relief, declaratory relief and/or other equitable relief; and (ii) the burdens and costs incurred by the City in the form of administrative, police, fire, health, legal and other undertakings due to such violations are impossible to predict and the Parties have therefore agreed on the above amount of daily liquidated damages as being appropriate and reasonable in this matter. If the City prevails or is awarded any relief in any of the enforcement efforts described in this Section 4 of the Agreement, it shall be entitled to recover all reasonable court costs, expert costs and attorney fees it incurs in the course of undertaking such efforts.

5. Transfers. If Applicant seeks to transfer the License to another operator for use at the Property or another site located within the City of Pleasant Ridge, it shall comply with

Section 18-56 of the Liquor Control Ordinance, and all other applicable Documents. For this purpose, a transfer of the License shall include a transfer of a majority of the voting stock or shares of Detroit Celtic Entertainment, Inc. In the event the Applicant transfers, sells or assigns its interest in the License and/or Restaurant at the Property to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of the Documents and this Agreement, in writing, and enter into a new agreement with the City under the same terms and conditions as stated in this Agreement.

6. **Cessation of Operations.** If Applicant ceases operations of the Restaurant for more than 30 consecutive days, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531). Notwithstanding the previous sentence, if the cessation of operations is due to an emergency business interruption event, such as a fire, weather - related damage, or governmentally - declared emergency, Applicant may place the License in escrow for a period not to exceed 120 days. The Applicant may request an extension of the time parameters from the City Commission because of extenuating circumstances. If the License cannot be reactivated by Applicant within that 120-day period, Applicant shall request that the License be cancelled unless granted additional time by the City Commission.
7. **Prohibition on License in Escrow.** If Applicant determines that it does not need or cannot use the License, for whatever reason, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531), unless after a request from the Applicant, the City approves the placement of the License into escrow.
8. **Assignment to City.** If the Applicant
 - (a) determines that it desires to cancel the License and so notifies the City,
 - (b) takes action so as to cancel the License and fails to notify the City, or
 - (c) fails to take any action such that the License could be canceled by operation of law,the City shall have the right and option, upon written notice to the Applicant, to accept the assignment and transfer of the License to the City, without payment to Applicant, pursuant to the Assignment of Liquor License, attached as Exhibit D.
9. **Indemnification and Insurance.** Applicant shall defend, hold harmless and indemnify the City, its elected and appointed officials, employees, and agents, against any claims, losses, damages, demands, expenses, or other liabilities, including attorneys' fees, which are caused in any way by Applicant's operation of the Restaurant or its use of the License, or

by Applicant's employees, agents, or invitees, including but not limited to personal injury or property damage. In support of this hold harmless provision, Applicant shall secure and maintain commercial general liability insurance, insuring both personal injury and property damage, with limits not less than \$1,000,000 per occurrence. The City (and those persons named above) shall be named as additional insureds and such policies shall have a 30-day notice provision prior to cancellation, lapse or non-renewal. A certificate of such insurance, showing such parties as additional insureds, shall be provided to the City upon issuance of the Policy and upon each renewal or replacement thereof.

- 10. Waiver.** Applicant voluntarily waives and forever releases any right or option it may have under current or future state laws or regulations that are inconsistent with the terms of this Agreement, and agrees that the terms of this Agreement are reasonable and lawful.
- 11. Non-Taking.** The Applicant fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City, and Applicant shall not be permitted in the future to claim that the effect of this Agreement or the ordinances and policies of the City result in an unreasonable limitation upon use of the Property, Restaurant or License, or claim that enforcement of this Agreement or the ordinances and policies of the City causes an inverse condemnation, other condemnation or taking of all or any portion of the Property, Restaurant or License. Furthermore, it is agreed and acknowledged hereby that the terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City are clearly and substantially related to the City's legitimate interests in preserving and promoting economic development and business growth within the City, and in protecting the public health, safety, and general welfare of the City.
- 12. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect.
- 13. Amendments.** No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.
- 14. Third Parties.** It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party.
- 15. Non-Waiver; Estoppel.** A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

17. Notice. All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To Applicant: Meredith Marie Walsh, President
Kathleen G. Galen, Vice President
Detroit Celtic Entertainment, Inc.,
23801 Gratiot, Suite #8
Eastpointe, Michigan 48021

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

By: _____
Print Name: Meredith Marie Walsh
Print Title: President

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Meredith Marie Walsh, the President of Detroit Celtic Entertainment, Inc., a Michigan corporation.

Notary Public
Acting in _____, Michigan
My Commission expires:

MEREDITH MARIE WALSH, an individual

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Meredith Marie Walsh, an individual.

Notary Public
Acting in _____, Michigan
My Commission expires: _____

KATHLEEN G. GALEN, an individual

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of ____ 2014, by Kathleen G. Galen, an individual.

Notary Public
Acting in _____, Michigan
My Commission expires: _____

Signatures continued on following page

CITY OF PLEASANT RIDGE, a Michigan municipal corporation
EXECUTED:

Kurt Metzger, Mayor

ATTEST:

Amy M. Drealan, City Clerk

APPROVED AS TO SUBSTANCE:

James Breuckman, City Manager

APPROVED AS TO FORM:

Greg Need, City Attorney

Dated: _____

EXHIBIT A

Property Legal Description

Parcel Number:
60-25-27-156-002

OWNERS ADDRESS:
WALSH REALTY INVESTMENTS, LLC

23801 GRATIOT AVE STE 8
EASTPOINTE, MI 48021-1666

PROPERTY ADDRESS:
23810 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1100

DATE PRINTED: 01/14/2013

2012 LEGAL DESCRIPTION:
T1N, R11E, SEC 27 SYLVAN GARDENS SUB S 1/2 OF LOT 21, ALL OF LOTS 22, 23 &
24

EXHIBIT B

Plan of Operation

City of Pleasant Ridge, Liquor Control Ordinance No 391
Section 18-54. Plan of Operation required

A. Business Operation

The following information describes the business operations and impact to the community by the Applicant, Nancy Crutchfield, for a restaurant to be established at 23810 Woodward, owned by Crutchfield, Inc., DBA "Cork, a Wine Pub in Pleasant Ridge".

The business described above plans to operate in accordance with all State and City laws and ordinances.

B. Business Plan

Currently the 3,123 square foot one story brick building at 23810 Woodward is used as office space. The proposed Restaurant will allocate the space as follows: 771 square feet as retail, 825 square feet use for the kitchen, the balance of 1527 square feet is for dining and will be able to seat 70 guests. The perceived increase in use and intensity on City infrastructure is "after hours" relative to adjacent business use, whereby actually reducing the demand and use during the day, and using what exists during the evening when the other businesses are closed.

The restaurant will be in the style of a "Wine Bar" and serve a "small plates" type menu with light dinners during the week. On the weekend there will be an ever changing full dinner menu featuring seasonal offerings from our local markets and farmers. The restaurant plans to have a Class C liquor license enabling the service of beer, wine and other alcoholic beverages. In the retail area there will be beer and wine for sale as well as house made cheeses, olive oils, vinegars, and assorted gift items relating to the enjoyment of wine. The retail space may also serve as a room for specially booked large parties. In the event of a waiting list for persons expecting to be seated, the retail area will serve as a "waiting area" No extraordinary timeframe for outdoor loitering will be permitted. No smoking will be permitted inside the restaurant.

The hours of operation are as follows:

- 4PM -10 PM Tuesday, Wednesday, and Thursday
- 4PM - 12 Midnight on Friday and Saturday.
- The restaurant will open for special parties when pre-scheduled.

The expected peak occupancy is between 6:00 and 9:00PM. There is likely to be increased truck traffic in the rear delivery alley; however nothing loud or obtrusive is expected and we will make certain our delivery persons are reminded they are in a neighborhood setting. Deliveries to a small restaurant such as ours will be short and infrequent. We expect an average of one to two deliveries a day, which will be allowed between 8AM and 2PM only.

The adjacent residential homes are not expected to be overwhelmed to any degree. We propose a refined, casual ambiance. We are not a sports bar, music or dance hall or any other loud or invasive assembly. We will provide a quiet and dignified atmosphere, and a place to gather gracefully.

The parking provisions are as follows:

- 16 parking spaces allowed according to the City Ordinance for Site Plans
- 12 parking spaces additional, in the cut-ins on Woodward
- 4 parking spaces exist on Fairwood, west of the public alley
- Employees: are required to park in the Wellesley Public Lot

- Valet: In the event of a scheduled large party of 20+ persons that overlaps peak business hours, valet parking will be required as part of the party's contract. The valet service will pick up cars on Fairwood facing west, and drive north to the Wellesley Public Lot. Upon return the valet will bring the car south through the alley and return it to owner on Fairwood, facing west.
- There will be free weekend cab service by a chauffeur licensed driver to and from the restaurant for Pleasant Ridge residents only. A gently used car well maintained mechanically and aesthetically is owned by the restaurant for this service.

Pleasant Ridge is a safe community, however for our protection and others we will install security cameras at four entryways: front and rear entries, the side (Fairwood) entry, and the kitchen delivery door.

The employees who will serve alcoholic beverages will be required to pass the TIPS training offered by the State of Michigan and endorsed by the Liquor Control Commission (LLC) in the laws concerning the handling and service of alcohol, including liability and possibility of fines.

C. Compliance

Owner Statement: The owner and employees under rules of employment will comply with all applicable State and City Regulations; the latter understood to be outlined in the City of Pleasant Ridge Liquor Control Ordinance, No 391 as put into law on April 30, 2009. If any changes or additions are made to a State of Michigan Law or City of Pleasant Ridge Ordinance, the Owner acting as a law abiding citizen and taking responsibility for employee education of such will honor and abide by future amendments once published.

Nancy Crutchfield, cork wine pub
23810 Woodward Ave
Pleasant Ridge
September 4, 2012

Sherry Ball, City Manager and Ralph Castelli, Mayor
And City Commissioners
City of Pleasant Ridge, MI

Dear Sherry, Ralph and Commissioners:

This letter comes to you as my request to open *cork wine pub* for Sunday Business. I would like to open starting September 9, 2012. My plan is to serve a Brunch menu from 11am -3pm. As you know, the City approved me to apply for and I have held a Sunday Liquor Sales license since opening in November 2010, but have never used except for an occasional special event on a Sunday. The Sunday Sales license allows me to serve alcohol at 12Noon, and while there are exceptions that can be applied for, I see no reason to serve alcohol before 12Noon. Therefore, while I plan to open at 11 am to serve food, no alcohol would be sold prior to 12Noon.

Some local restaurants promote what they call a "bottomless" or "all you can drink" cocktail menu, usually Bloody Marys and Mimosas. I DO NOT plan to serve alcohol in this manner, nor encourage this type of alcohol consumption. Not only is it against my own principals, from a legal and ethical standpoint, I am certain the City would not approve of such consumption and risk.

Plans to operate on Sunday are as usual, with care and consideration to neighbors, understanding that Sunday is often a quiet family day for many residents. We will be diligent about noise, especially at the back of the restaurant and use extra care when accessing the recycle bins.

If there are any questions regarding my plan to operate on Sundays, please do not hesitate to call my cell phone at 248 515 1164.

I thank you in advance, and I appreciate your attention to my request.

Sincerely,

Nancy Crutchfield
Owner, *cork wine pub*



City of Pleasant Ridge

December 12, 2013

Kelly Walsh, Owner
CORK WINE BAR & RESTAURANT
23810 Woodward Avenue
Pleasant Ridge, Michigan 48069

Dear Ms. Walsh:

I would like to be the first to congratulate you on the recent approval of Saturday brunch at Cork. I am sure it will be a great value to your business and the City of Pleasant Ridge. The City has always been proud of the success of Cork Restaurant and its many achievements. Cork has become more than just a place to buy dinner, more than just a restaurant; it has become an integral part of our community where residents can meet and enjoy a fun evening with friends and family and still boast of a place that is an award-winning business in a little place like Pleasant Ridge. Just as a reminder, the City Commission approved additional hours from 10:00 am-4:00 pm on Saturdays and to open at 10:00 a.m. on Sundays.

There has been concern about the amount of refuse that is created by the restaurant currently, and as you can imagine it was brought to my attention that 7 more hours of operation will surely create more. I contacted the sanitation company, Tringali Sanitation, and they quoted a price of \$55.00 per month for an additional weekly pickup (day TBD). I would to urge you to approve this expenditure, as it will go a long way for community/resident relations. If this is a service you would like to add, please let me know so I may schedule it with Tringali.

Also, the police have once again observed the valet service employees parking vehicles belonging to restaurant patrons on Fairwood and Sylvan. Per the Agreement between the City and Cork, the valet service, as well as restaurant employees, must park in the Wellesley Municipal Parking Lot; absolutely not on the residential side streets. I ask that you please inform the valet service employees and the restaurant employees that parking on the residential side streets is strictly prohibited by the City.

Thank you for your prompt attention to these matters and congratulations. On a side note, I think the new signage looks amazing.

Sincerely,

Scott Pietrzak
Acting City Manager

Cc Meredith Walsh
 Kathy Galen
 Chief of Police



November 26, 2013
sent via email and first class mail

City of Pleasant Ridge
ATTN: Scott R. Pietrzak
Acting City Manager
23925 Woodward Ave.
Pleasant Ridge, MI 48069

Re: Cork Wine Pub - request to change and expand hours of operation

Dear Scott:

Please accept this letter as my formal request to expand the hours of operation at Cork Wine Pub from the current hours to allow us to open for Brunch on Saturdays from 10:00 a.m. until 4:00 p.m. And to expand our Sunday hours from 11:00 a.m. to 10:00 a.m. Our current hours under our agreement dated January 17, 2013 with the City are as follows:

- (iii) except as provided in (iv), below, the days and hours of operation shall be limited to 4:00 p.m. until 11:00 p.m. from Monday through Thursday, 4:00 p.m. until 12:00 a.m. from Friday through Saturday, and 11:00 a.m. until 4:00 p.m. on Sunday;*
- (iv) the Restaurant may open for occasional pre-scheduled private events during other times than indicated in (iii), above, provided there shall not be more than 1 such event in any seven (7) day period and no more than two (2) such events in any thirty (30) day period, and provided further that the Restaurant shall not be open to the general public during such events;*

We would like to continue with the current schedule only we would like to add Saturdays as above stated. Further, we would like to open on Sundays at 10:00 a.m. instead of 11:00 a.m. We have received a lot of feed back from customers that they would like to see a Brunch on both Saturdays and Sundays. Further, that 10:00 a.m. would be a better to accomodate some of our customers who have expressed a desire to come in earlier for brunch.

Please present this letter to the Mayor and City Counsel for consideration. Do we need to have a public hearing on this request? If so, can we please get this on the calendar for the next possible date.

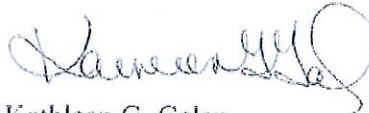
We of coarse would continue to operate in a courtesy manner towards our neighbors to minimize any impact on our neighbors. Our goal is to be an asset to the community.

We are reactivating our Sunday brunch again starting Sunday, December 1, 2013. If our request is approved, we would like to get our Saturday brunch started as soon as possible.

Please let me know if there is anything else that you would need from me to process our request.

Thank you in advance for your anticipated courtesy and cooperation. If you have any questions, please feel free to call me.

Best regards,

A handwritten signature in blue ink, appearing to read 'Kathleen G. Galen', with a large, stylized loop at the end.

Kathleen G. Galen
Vice-President, Detroit Celtic Entertainment, Inc.
dba Cork Wine Pub

KGG

EXHIBIT C

Site Plan

EXHIBIT D

Assignment of Liquor License

ASSIGNMENT OF LIQUOR LICENSE

This Assignment of Liquor License ("Assignment") is made and entered into on Jan 17, 2013, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Meredith Marie Walsh, whose address is 767 Flowerdale, Ferndale, Michigan 48220; Kathleen G Galen, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021; and Detroit Celtic Entertainment, Inc., a Michigan corporation, whose address is 23801 Gratiot, Suite #8, Eastpointe, Michigan 48021. Meredith Marie Walsh, Kathleen G. Galen, and Detroit Celtic Entertainment, Inc. are referred to jointly in this Agreement as the "Owner." The City and the Owner are collectively referred to in this Agreement as the "Parties".

Recitals

- A. The Owner desires to operate a restaurant known as Cork Wine Pub (referred to in this Agreement as the "Restaurant") located at 23810 Woodward Avenue, Pleasant Ridge, Michigan, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").
- B. The Owner has requested that the City approve a transfer to it of the existing Class C liquor license (referred to in this Agreement as the "License") that was issued in 2010 from the City's quota of such licenses for Owner's use at the Restaurant.
- C. For purposes of inducing the City to approve the transfer and issuance of the License to the Owner for its use at and continued operation of the Restaurant, the Owner voluntarily offered or accepted the restrictions regarding the operation of the Restaurant and other covenants as set forth or referred to in the Operation Agreement, dated Jan 17, 2013 (the "Operations Agreement").
- D. This Assignment is attached to the Operations Agreement and the execution of this Assignment is a principal inducement for the City to approve Owner's request for the transfer and issuance of the License to it, and as agreed under and pursuant to Section 8 of the Operations Agreement, Owner and the City enter into this Assignment.

Agreement

NOW, THEREFORE, as an integral part of the approval of the transfer and issuance of the License to the Owner for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Assignment.** If Owner either A) determines that it desires to cancel the License and so notifies the City, B) takes action so as to cancel the License and fails to notify the City; or C) fails to take any action such that the License could be canceled by operation of law ("Act of Cancellation"), Owner hereby transfers and assigns to the City all of Owner's right, title and interest in and to the License, subject only to the approval of the Michigan Liquor Control

Commission and the City's acceptance of such transfer and assignment as provided herein. The transfer and assignment under this Section shall become effective only upon the City exercising its right and option to accept the transfer and assignment by providing written notice of such acceptance to Owner within ninety (90) days of receiving written notice of the Act of Cancellation. Furthermore, upon any Act of Cancellation, Owner agrees to execute and deliver to the City any instruments necessary to effect a transfer of the License to the City.

2. **Power of Attorney.** If Owner fails to execute and deliver such instruments necessary to effect a transfer of the License to the City within three (3) business days after City's written request for such instruments, Owner hereby grants to the City an irrevocable power of attorney to execute and deliver such instruments to effect the transfer of the License to the City. This power of attorney shall not be considered executor in nature, but is fully effective as of the date of this Assignment. Owner hereby irrevocably appoints the City as its attorney-in-fact, with such appointment to be coupled with an interest, to execute any necessary documents on Owner's behalf in its name for the purposes of accomplishing the goals of this Assignment.

3. **Representations.** Owner represents and covenants to the City that its rights in the License are unencumbered; that it has executed no prior assignments of the License; that it shall not encumber or assign the License without prior written consent of the City; and that it shall do all things required to maintain the License in good standing at all times.

4. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Assignment for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Assignment.

5. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect. This Assignment shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. This Assignment shall be construed in accordance with the laws of the State of Michigan. This Assignment may be executed in counterparts and such counterparts taken together shall be construed as an original. Failure by a Party to object to a violation of the terms of this Assignment shall not be a waiver of any continuing or subsequent violation. The prevailing Party in an action to enforce the terms of this Assignment is entitled to reimbursement of its costs, including reasonable attorneys' fees, from the non-prevailing Party. Time shall be of the essence for all obligations of this Assignment.

6. **Non-Waiver; Estoppel.** A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

7. **Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To City: City Manager
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

To Applicant: Meredith Marie Walsh, President
Kathleen G. Galen, Vice President
Detroit Celtic Entertainment, Inc.,
23801 Gratiot, Suite #8
Eastpointe, Michigan 48021

8. **Effective Date.** Except as otherwise specifically provided in Section 1, above, the provisions of this Assignment shall become effective on the date, if any, that the Operation Agreement becomes effective, and any prior assignment of the License shall, as of said date, be superseded by this Assignment and of no further force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

DETROIT CELTIC ENTERTAINMENT, INC., a Michigan corporation

By: Meredith Walsh
Print Name: Meredith Marie Walsh
Print Title: President

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of Jan, 2013, by Meredith Marie Walsh, the President of Detroit Celtic Entertainment, Inc., a Michigan corporation.

AMY MICHELLE PORCS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 27, 2017
ACTING IN COUNTY OF Oakland

Amy Michelle Porcs
Notary Public
Acting in Oakland Michigan
My Commission Expires: 9-27-2017

Signatures continued on following page

MEREDITH MARIE WALSH, an individual

Meredith Walsh

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of Jan, 2013, by
Meredith Marie Walsh, an individual.

AMY MICHELLE PORCS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 27, 2017
ACTING IN COUNTY OF Oakland

Amy Michelle Porcs
Notary Public
Acting in Oakland, Michigan
My Commission Expires: 9/27/2017

KATHLEEN G. GALEN, an individual

Kathleen G. Galen
as vice president of Detroit Celtic Entertainment Inc
STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of Feb, 2013, by
Kathleen G. Galen, an individual, as vice president of Detroit Celtic
Entertainment, Inc.

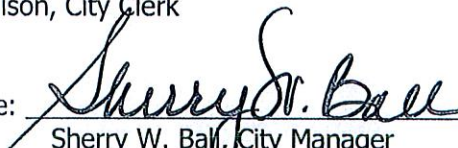
Patricia Bell
Notary Public
Acting in Macomb, Michigan
My Commission Expires: 8/26/16

Signatures continued on following page

CITY OF PLEASANT RIDGE, a Michigan municipal corporation

By: 
Ralph A. Castelli, Jr., Mayor

Attested: 
Amy M. Allison, City Clerk

Approved as to Substance: 
Sherry W. Ball, City Manager


Approved as to Form: 
Steven P. Joppich, Special Counsel for City

EXHIBIT A

Property Legal Description

Parcel Number:
60-25-27-156-002

OWNERS ADDRESS:
WALSH REALTY INVESTMENTS, LLC

23801 GRATIOT AVE STE 8
EASTPOINTE, MI 48021-1666

PROPERTY ADDRESS:
23810 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1100

DATE PRINTED: 01/14/2013

2012 LEGAL DESCRIPTION:

T1N, R11E, SEC 27 SYLVAN GARDENS SUB S 1/2 OF LOT 21, ALL OF LOTS 22, 23 &
24



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

July 6, 2022

VIA ELECTRONIC MAIL

City Commission
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, MI 48069

Re: Cork Liquor Licenses

Dear Commissioners:

Attached is an email from Kelley Walsh, with regard to the Cork liquor licenses. I understand this will be on the Commission agenda for July 12th.

For background, the Cork liquor licenses for the property at 23810 Woodward are held by Detroit Celtic Entertainment, Inc d/b/a Cork Wine Pub. The licenses include a Class C on-premise license, with Sunday sales and an outdoor service area, and an SDM off-premise retail license. Meredith Walsh (Kelley's sister) and Kathleen Galen are each a 50% shareholder. Meredith is the President and Galen the Vice-President. The real estate on which Cork is operating is owned by Walsh Realty Investments, which is owned by Kelley Walsh.

I was told that Cork has not been in operation since 2020. A dispute arose between the Walshes and Ms. Galen. Kelley Walsh indicates that she had loaned Detroit Celtic operating funds and received a promissory note from the company. Walsh Realty Investments entered into a lease in 2012 with Detroit Celtic for the Cork property. No payments were made on the promissory note or lease and the landlord issued a termination notice in 2018. At some point, Kathleen Galen placed the licenses in escrow.

I am told that Ms. Galen has not responded to any of the communications from Kelley Walsh, her sister, or attorneys representing the Walshes.

As part of the licensing for Cork in 2014, Detroit Celtic, Meredith Walsh, and Ms. Galen entered into a Revised Operation Agreement for Cork with the City (a copy is attached). Our office was not involved in this agreement. As part of this agreement, Detroit Celtic was prohibited from placing the license in escrow, but rather it would be returned to the Michigan Liquor Control Commission ("MLCC") if the restaurant ceased operations for more than 30 consecutive days (see

paragraph 6). Notwithstanding this provision of the Operation Agreement, Ms. Galen placed the license in escrow.

Please note that, about a year ago, my partner Kelly Allen represented Kelley Walsh in her dispute with Ms. Galen. Correspondence took place between Kelly Allen and Mark Makoski, an attorney representing Ms. Galen, but no resolution of the dispute was accomplished and nothing has happened on the matter since. If litigation ensues between the parties, our office would refer this to another attorney. Ms. Walsh understands that, because of our position as City attorneys, we cannot represent her in any dealings with the City and she understands that limitation.

Ms. Walsh reached out to the City Manager in late April, requesting a meeting with me to discuss the issue at their expense. Jim indicated that he had no objections. Kelley, Meredith, and her husband met with me in May and gave me the history of the matter.

Ms. Walsh has been told that we cannot take any action without getting direction from the Commission.

Summary

The following are the Commission's options:

1. Do nothing and allow the parties to attempt to settle their differences by negotiations or litigation if necessary.
2. Authorize this office to contact Ms. Galen and attempt to work out some kind of solution acceptable to all parties.
3. Take steps to address the default in the Operation Agreement, which could include declaring a default or requesting the MLCC to remove the licenses from escrow. Please note, in this regard, the Operation Agreement is a binding document between the City and the license holders, but does not necessarily bind the MLCC to take any action.

I look forward to discussing this with you. If anyone has any questions, or needs any further information, please contact me.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Gregory K. Need

/mms
Enclosures
cc: James Breuckman



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: August 4, 2022
Re: Drive-Through Facility Moratorium

Overview

Attached is a resolution to place a six-month moratorium on drive-through facilities until the Planning Commission and City Commission can consider amendments to the Zoning Ordinance to ensure proper location and regulation of drive-through facilities in the City.

Background

The Zoning Ordinance is currently silent on drive-through facilities. Given recent development applications, the notable impact of new drive through facilities in neighboring cities on Woodward Avenue, and future Woodward bike lane developments which would conflict with the additional curb cuts often necessary for sites with drive through facilities, it is an appropriate time to consider whether Pleasant Ridge should allow drive-through facilities.

Requested Action

City Commission adoption of the attached resolution establishing a moratorium on requests for approval for drive-through facilities and directing staff to prepare recommendations for amendments to the City's Zoning Ordinance, if necessary.

RESOLUTION
CITY OF PLEASANT RIDGE
Moratorium on Drive-Through Facilities

WHEREAS, the Michigan Zoning Enabling Act, 2006 PA 110, as amended, authorizes the City to adopt reasonable regulations regarding the development and use of land; and

WHEREAS, Woodward Avenue is the main north-south highway within the City, under the jurisdiction of the Michigan Department of Transportation; and

WHEREAS, the City's Zoning Ordinance currently allows drive-through facilities, as defined below, in properties along Woodward Avenue; and

WHEREAS, the City has received a study regarding traffic issues along Woodward Avenue in Ferndale and Pleasant Ridge, with a focus on enhancing bicycle and pedestrian activity; and

WHEREAS, the traffic study indicated that, among the greatest concerns on Woodward Avenue were pedestrian, bicycle, and vehicular safety and crashes; and

WHEREAS, the City Commission believes it prudent, in light of the traffic issues along Woodward Avenue, to consider amendments to its Zoning Ordinance to ensure proper location and regulation of drive-through facilities in the City; and

WHEREAS, imposing a moratorium on a limited temporary basis is reasonable and necessary in order to allow the City Commission and City Planning Commission time to fully explore, analyze, research, and develop proposed amendments to the City's Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED as follows:

1. For purposes of this Resolution "Drive-Through Facilities" shall mean a commercial facility which provides food, beverages, other products, or services directly to a customer in a motor vehicle; or where the customer drives a motor vehicle onto the property and to a window or mechanical device through which the customer is served without exiting the vehicle. Fueling stations are not considered Drive-Through Facilities.

2. The City Commission hereby adopts a six-month moratorium on all requests seeking approval of Drive-Through Facilities in the City; and, during this six-month period, neither the City Commission, Planning Commission, nor any administrative official or consultant of the City shall process or consider applications or other requests for any use which includes a Drive-Through Facility.

3. The City Commission directs the City Manager to pursue a study of the need for additional regulations on Drive-Through Facilities in the City; and, if such need is determined, to work with the City Attorney and other consultants necessary to prepare recommendations for amendments to the City's Zoning Ordinance.

4. In the event any private property owner in the City alleges to be aggrieved by this moratorium, based upon any provision of federal or state constitution or law, the administrative remedy for such party shall be as follows:

- (a) The aggrieved party shall present a petition seeking relief to the City Commission, which shall include all the following: a detailed statement of all grounds on which the party alleges to be aggrieved; the facts giving rise to the aggrieved party's claim; and expert testimony in the form of a sworn affidavit supporting the claim.
- (b) Upon receipt of such a petition, the City Commission shall make such analysis of the claims and shall thereafter notice and conduct a public hearing on the allegations.
- (c) After the public hearing, the City Commission may consider all evidence provided, and fashion a remedy to address any violation of state or federal constitution or law, or deny the petition.

Yeas:

Nays:

Absent:

IN WITNESS WHEREOF, I, Amy M. Allison, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held _____, 2022.

Amy M. Allison, City Clerk

Bret Scott, Mayor