



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

**City Commission Meeting  
December 13, 2022  
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Public Hearing and Regular City Commission Meeting to be held Tuesday, December 13, 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:

**PUBLIC HEARING AND REGULAR CITY COMMISSION MEETING – 7:30 P.M.**

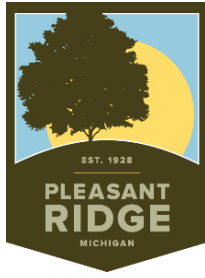
1. **Meeting Called to Order.**
2. **Pledge of Allegiance.**
3. **Roll Call.**
4. **PUBLIC DISCUSSION – items not on the Agenda.**
5. **Governmental Reports.**
6. **City Commission Liaison Reports.**
  - **Commissioner Budnik – Recreation Commission.**
  - **Commissioner Lenko – Ferndale Public Schools.**
  - **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 Regular City Commission Meeting held Tuesday, November 15, 2022.
  - b. Monthly Disbursement Report.
  - c. Agreement between the City of Pleasant Ridge and the County of Oakland appointing Michael R Lohmeier as the City's designated assessor.
  - d. Resolution regarding PA 152.
  - e. Tentative Annual Meeting Schedule for the following Commissions:
    - a. City Commission.
    - b. Historical Commission.
    - c. Planning Commission/Downtown Development Authority.
    - d. Recreation Commission.

8. **An Ordinance to amend Chapter 82, Zoning, of the Pleasant Ridge City Code, Section 82-3 – Definitions; Section 82-164 – Yard and Bulk Requirements; Section 82-197 – Special Land Use; and the addition of a new Section 82-208 – Access Management.**
  - a. **PUBLIC HEARING** – Solicitation of public comments on an Ordinance to amend Chapter 82, Zoning, of the Pleasant Ridge City Code, Section 82-3 – Definitions; Section 82-164 – Yard and Bulk Requirements; Section 82-197 – Special Land Use; and the addition of a new Section 82-208 – Access Management.
  - b. Ordinance to amend Chapter 82, Zoning, of the Pleasant Ridge City Code, Section 82-3 – Definitions; Section 82-164 – Yard and Bulk Requirements; Section 82-197 – Special Land Use; and the addition of a new Section 82-208 – Access Management.
9. **NOXX Marijuana License Application Discussion.**
10. **City Manager's Report.**
11. **Other Business.**
12. **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

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**City Commission Meeting  
November 15, 2022**

Called to order 7:33pm

Present: Commissioners Budnik, Lenko, Schmier, Mayor Scott.

Also Present: City Manager Breuckman, City Clerk Allison.

Absent: Commissioner Perry. (Commissioner Perry attended via FaceTime and was a non-participating member)

**FY2022 Annual Audit**

Mr. Dane Porter, Manier Costerisan, gave a brief presentation of the FY22 annual audit.

**22-3583**

Motion by Commissioner Budnik, second by Commissioner Lenko, that the audit of the City's financial statements for the Fiscal Year ended June 30, 2022, be received and filed.

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

**Woodward Heights Traffic Study**

Breuckman gave a brief overview of the Woodward Heights traffic study done by Toole Design.

Discussions made by: Sandy Knudson, 49 Sylvan; Howard Smith, 60 Woodward Heights; Cheri Belton-Sadler, 3 Woodward Heights; Nancy Wellinger, 12 Sylvan; Mark Kogelman, 63 Woodward Heights; Kelly Sadler, 3 Woodward Heights; Zach Zombo, 7 Sylvan; Max Darling, 16 Sylvan; Krista Reed, 46 Sylvan; Meghan Takashima, 32 Fairwood.

**22-3584**

Motion by Commissioner Budnik, second by Commissioner Lenko, that the Woodward Heights traffic study report be received and filed and that the City Commission direct staff to move to the design phase with Toole Design to develop and plan for option 5 in the accepted traffic study.

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

**Governmental Reports**

Sergeant Robert Ried, Pleasant Ridge Police Department, update on the department, encourage residents to lock their car doors.

**Public Discussion**

None.

### **City Commission Liaison Reports**

Commissioner Schmier – Historical Commission – Three open seats on the Historical Commission starting in March. Ornaments are sold out. Centennial tiles still available for sale for homes meeting the criteria. Home and Garden Tour still looking for properties. Winter Village has been set up in the museum, museum will be open extended hours for viewing.

Commissioner Budnik – Recreation Commission – treats for troops was successful, tree lighting event upcoming, dinner and photos with Santa event sign up now. Letters to Santa mailboxes at the Community Center and City Hall. Gingerbread House making event in December. 50+ Club event.

Commissioner Lenko – Ferndale Public Schools – School board meetings on YouTube, sign up for the eblast. Proposed millage vote for May 2023. [www.ferndaleschools.org/district/2023-bond](http://www.ferndaleschools.org/district/2023-bond). Marching band won the state championship.

Manager Breuckman – Planning/DDA – zoning amendments discussed and recommended for adoption by the City Commission.

### **Consent Agenda**

#### **22-3585**

Motion by Commissioner Lenko, second by Commissioner Schmier, that the Consent Agenda be approved.

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

### **Whistle Stop Café LLC Class C Liquor License Transfer Application**

Breuckman gave an overview of the transfer. Steve Grobel, attorney for petitioner, discussed the transfer and the process of transfer of ownership.

Mayor Scott opened the public hearing the public hearing at 9:06pm. With no comments or discussion closed the public hearing at 9:07pm

#### **22-3586**

Motion by Commissioner Budnik, second by Commissioner Lenko, that the owners of the Whistle Stop Cafe. LLC, 24060 Woodward Avenue, Pleasant Ridge, Michigan, for the transfer of ownership of the existing Class C Liquor License and proposed Operating Agreement, be approved, and that the Mayor, City Clerk, City Manager and City Attorney be authorized to sign the agreement.

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

### **Oakland County Community Development Block Grant Program Year 2023 Community Application and Subrecipient Agreement**

Allison gave overview of the proposed project and the request for allocation of funding. The City of Pleasant Ridge is a minimum allocation community. The planning estimate is \$7,000.00 for Pleasant Ridge projects.

Mayor Scott opened the public hearing the public hearing at 9:09pm. With no comments or Discussion, Mayor Scott closed the public hearing at 9:10pm

#### **22-3587**

Motion by Commissioner Lenko, second by Commissioner Budnik, that the Oakland County Community Development Block Grant (CDBG) Program Year 2023 Application, including the

programming of \$7,000 to the Public Services – Senior Services line item, and Subrecipient Agreement be approved, and that the Mayor be authorized to sign the agreement.

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

**Establish public hearing on Tuesday, December 13, 2022, at 7:30 p.m., for Zoning Ordinance Amendment.**

**22-3588**

Motion by Commissioner Schmier, second by Commissioner Lenko, that a public hearing be scheduled for Tuesday, December 13, 2022, at 7:30 p.m., to solicit public comments on An Ordinance to amend Chapter 82, Zoning, of the Pleasant Ridge City Code, Section 82-3 – Definitions; Section 82-164 – Yard and Bulk Requirements; Section 82-197 – Special Land Use; and the addition of a new Section 82-208 – Access Management.

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

**City Commission Rules and Procedures**

**22-3589**

Motion by Commissioner Budnik, second by Commissioner Lenko, that the City Commission rules and procedures be adopted.

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

**City Manager's Report**

Election information.

Leaf Collection ongoing.

Woodward cooperative project has been started in Ferndale.

With no further business or discussion, Mayor Scott adjourned the meeting at 9:26pm.

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Mayor Bret Scott

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Amy M. Allison, City Clerk

November 2022

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	18,873.99
ACCOUNTS PAYABLE	\$	577,846.85
TAX LIABILITIES	\$	327,109.71

<b>TOTAL</b>	<b>\$</b>	<b>923,830.55</b>
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PAYROLL

November 2, 2022	\$	53,353.23
November 16, 2022	\$	44,306.78
November 30, 2022	\$	45,502.96

<b>TOTAL</b>	<b>\$</b>	<b>143,162.97</b>
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CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
PAYROLL LIABILITIES  
November 2022

PG 1

Check Date	Check	Vendor Name	Description	Amount
11/2/2022	6410500464	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 3,090.74
11/2/2022	6410500465	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 1,262.09
11/2/2022	6410500466	FOPLC	UNION DUES	\$ 240.00
11/2/2022	6410500467	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 628.21
11/2/2022	6410500468	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,835.68
11/16/2022	6410500473	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,414.11
11/16/2022	6410500474	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 628.21
11/16/2022	6410500475	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 875.39
11/16/2022	6410500476	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,808.36
11/30/2022	6410500478	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,445.24
11/30/2022	6410500479	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 886.18
11/30/2022	6410500480	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 978.05
11/30/2022	6410500481	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,781.73
TOTAL PAYROLL LIABILITIES				<u>\$ 18,873.99</u>

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
TAX LIABILITIES  
November 2022

PG 2

Check Date	Check	Vendor Name	Description	Amount
11/15/2022	2924	CITY OF PLEASANT RIDGE-DDA	2022 TAX COLLECTIONS	\$ 1,360.18
11/15/2022	2925	CITY OF PLEASANT RIDGE-TAXES	2022 TAX COLLECTIONS	\$ 77,693.47
11/15/2022	2926	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	\$ 31,600.60
11/15/2022	2927	OAKLAND COUNTY BROWNFIELD AUTH	2022 TAX COLLECTIONS	\$ 2,190.60
11/15/2022	2928	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	\$ 50,568.26
11/30/2022	2929	CITY OF PLEASANT RIDGE-DDA	2022 TAX COLLECTIONS	\$ 6,727.26
11/30/2022	2930	CITY OF PLEASANT RIDGE-GENERAL	2022 TAX COLLECTIONS	\$ 71,061.58
11/30/2022	2931	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	\$ 35,956.80
11/30/2022	2932	KORI HARVEY	2022 SUMMER TAX OVERPAYMENT	\$ 2,060.17
11/30/2022	2933	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	\$ 47,890.79
TOTAL TAX LIABILITIES				<u>\$ 327,109.71</u>

**CHECK REGISTER FOR CITY OF PLEASANT RIDGE**  
**ACCOUNTS PAYABLE**  
November 15, 2022

PG 3

Check Date	Check	Vendor Name	Description	Amount
11/15/2022	25740	OAK ELECTRIC	TENNIS COURT LIGHT REPLACEMENT DEPOSIT	\$ 6,951.49
11/15/2022	25741	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATIONS	\$ 4,516.57
11/15/2022	25742	45TH DISTRICT COURT	TICKET EXPENSES 22PR01869-BURNETT	\$ 175.00
11/15/2022	25743	ADKISON, NEED & ALLEN P.L.L.C.	CITY ATTORNEY SERVICES	\$ 957.00
11/15/2022	25744	AQUATIC SOURCE	POOL MAINTENANCE AND REPAIRS	\$ 3,915.52
11/15/2022	25745	BADGER METER, INC.	WATER METER MONTHLY SUPPORT SERVICES	\$ 1,259.13
11/15/2022	25746	BEST CHOICE HOME SERVICES	TREE LIGHTING EXPENSES	\$ 2,920.00
11/15/2022	25747	BRILAR	SNOW REMOVAL SERVICES	\$ 14,872.50
11/15/2022	25748	BRILAR	DPW MAINTENANCE	\$ 547.06
11/15/2022	25749	BRILAR	LANDSCAPE INSTALLATION	\$ 23,555.50
11/15/2022	25750	BRILAR	EARLY LEAF COLLECTION	\$ 12,576.79
11/15/2022	25751	BRILAR	DPW SERVICES	\$ 18,343.50
11/15/2022	25752	CAMILLE COOKE	RECREATION PROGRAM CANCELLATION	\$ 40.00
11/15/2022	25753	CITY OF FERNDALE	INSPECTION SERVICES-OCTOBER 2022	\$ 3,225.00
11/15/2022	25754	DETROIT EDISON COMPANY	STREETLIGHTING EXPENSES-OCT 2022	\$ 3,963.62
11/15/2022	25755	ELIZABETH KEMPA	RECREATION PROGRAM CANCELLATION	\$ 40.00
11/15/2022	25756	EUGENE LUMBERG	COURT PROSECUTION SERVICES-OCT 2022	\$ 776.25
11/15/2022	25757	FERNDAL RECREATION	YOUTH SOCCER TEAM FEES	\$ 1,235.40
11/15/2022	25758	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE AGREEMENT	\$ 433.00
11/15/2022	25759	JC EHRLICH	EXTERMINATOR SERVICES	\$ 360.13
11/15/2022	25760	LEGAL SHIELD	PRE PAID LEGAL EXPENSES	\$ 155.40
11/15/2022	25761	MANER COSTERISAN	FY22 AUDIT PROGRESS BILLING	\$ 5,946.00
11/15/2022	25762	MICHIGAN AWARDS & GRAPHICS	ENGRAVING SERVICES	\$ 444.00
11/15/2022	25763	NYE UNIFORM	UNIFORM PURCHASES-TYLER	\$ 240.00
11/15/2022	25764	OAKLAND COUNTY TREASURER	SEWERAGE DISPOSAL SERVICES-OCT 2022	\$ 52,109.09
11/15/2022	25765	OAKLAND SCHOOLS	PRINTING AND MAILING UTILITY BILLS	\$ 698.97
11/15/2022	25766	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 2,502.00
11/15/2022	25767	PRINTING SYSTEMS, INC.	PRINTING SERVICES - ELECTIONS	\$ 2,432.21
11/15/2022	25768	ROBERT LENGIEL	HISTORICAL MUSEUM MAINTENANCE	\$ 211.17
11/15/2022	25769	SCHIEER'S ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 72.48
11/15/2022	25770	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 10,321.00
11/15/2022	25771	SOCWA	LEAD WATERLINE REPLACEMENT PROGRAM	\$ 5,575.00
11/15/2022	25772	SOCWA	WATER PURCHASES-OCT 2022	\$ 15,662.57
11/15/2022	25773	STATE OF MICHIGAN	COMMUNITY PUBLIC WATER SUPPLY ANNUAL FEE	\$ 1,521.96
11/15/2022	25774	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 982.92
11/15/2022	25775	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 200.60
11/15/2022	25776	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 659.02
11/15/2022	25777	WEX BANK	FUEL PURCHASES	\$ 2,032.72
11/15/2022	25778	TOOLE DESIGN	WOODWARD HEIGHTS TRAFFIC CALMING STUDY	\$ 21,735.89

**TOTAL ACCOUNTS PAYABLE**

**\$ 224,166.46**

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
ACCOUNTS PAYABLE  
November 30, 2022

PG 4

Check Date	Check	Vendor Name	Description	Amount
11/30/2022	25779	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 93.00
11/30/2022	25780	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 10,935.72
11/30/2022	25781	BEST CHOICE HOME SERVICES	BUILDING MAINTENANCE	\$ 2,362.50
11/30/2022	25782	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 3,144.78
11/30/2022	25783	BSN SPORTS, INC.	SOCCER NETS	\$ 329.71
11/30/2022	25784	CITY OF FERNDALE	FIRE PROTECTION AGREEMENT	\$ 21,381.72
11/30/2022	25785	ELECTION SOURCE	ELECTION EQUIPMENT TESTING	\$ 500.00
11/30/2022	25786	HARTWELL CEMENT COMPANY	CONCRETE PAVEMENT REPAIR PROGRAM	\$ 221,585.78
11/30/2022	25787	MICH.MUNICIPAL WORKER'S COMP.	WORKERS COMPENSATION PREMIUM	\$ 4,319.00
11/30/2022	25788	MOUNTAIN PAVER CONSTRUCTION INC.	GAINSBORO PARK PAVILION	\$ 3,000.00
11/30/2022	25789	NUNEZ DESIGN	LANDSCAPE DESIGN-CITY HALL	\$ 675.00
11/30/2022	25790	PLANTE MORAN GROUP BENEFIT ADVISORS	BENEFIT CONSULTING SERVICES	\$ 1,718.25
11/30/2022	25791	SCHENA ROOFING	ROOF LEAK INVESTIGATION	\$ 210.00
11/30/2022	25792	SIR SPEEDY	BUILDING DEPARTMENT SUPPLIES	\$ 41.88
11/30/2022	25793	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 9,403.84
11/30/2022	25794	SOCWA	LEAD SERVICE LINE REPLACEMENT PROJECT	\$ 744.03
11/30/2022	25795	ULINE	DPW PURCHASES	\$ 212.85
11/30/2022	25796	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 428.35
11/30/2022	25797	VINCE RIZZO	SENIOR SERVICES FOOD PURCHASES	\$ 390.00
TOTAL ACCOUNTS PAYABLE				\$ 281,476.41

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
ELECTRONIC PAYMENTS  
November 2022

PG 5

Check Date	Check	Vendor Name	Description	Amount
11/02/2022	3295	MUNICIPAL EMP. RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	44,946.98
11/03/2022	3296	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	13,628.50
11/09/2022	3340	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	13,628.50
TOTAL ACCOUNTS PAYABLE				\$ 72,203.98



## City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

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From: Amy M. Allison, Asst. City Manager/City Clerk  
To: Mayor and City Commission  
Date: December 13, 2022  
Re: Designated Assessor Interlocal Agreement with Oakland County Equalization

### Overview

The City of Pleasant Ridge contracts Property Assessing Services with Oakland County Equalization. At this time, Oakland County must comply with provisions of PA 660 of 2018. The Act requires all Michigan Counties name a Designated Assessor for each respective County. The main purpose of the Act and the Designated Assessor is to ensure all cities and townships are in substantial compliance with the General Property Tax Act. On October 20, 2022, Oakland County named Michael Lohmeier, in his capacity as the current Equalization Director for Oakland County, as the Designated Assessor for Oakland County. In order to be compliant with Public Act 660, an Interlocal Agreement is to be executed by the majority of the cities and townships within the county, the County Board of Commissioners, and the Designated Assessor.

### Requested Action

The Interlocal Agreement with Oakland County to name Michael Lohmeier, Oakland County Equalization, as the designated assessor for Oakland County, as the City's contracted assessor and that James Breuckman, City Manager be authorized to sign the agreement.

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE  
THE DESIGNATED ASSESSOR FOR THE PERIOD January 1, 2023  
THROUGH December 31, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. On December 29, 2020, Oakland County met this requirement, having a majority of the Assessing Districts in favor of the Equalization Officer serving as its Designated Assessor. On August 4, 2022, Oakland County Commissioners voted to retain Micheal R Lohmeier, MMAO as its new Equalization Officer for its Equalization Division, and as a result, the interlocal agreements were required to be revised. A majority of the Assessing Districts are in favor of the Equalization Officer serving as its Designated Assessor.

The following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

## BACKGROUND INFORMATION

Oakland County names **MICHEAL R. LOHMEIER (R-6101)**, in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County<sup>1</sup>. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

## QUALIFICATIONS OF DESIGNATED ASSESSOR

Micheal R. Lohmeier has been certified as a Michigan Master Assessing Officer since 2012. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

Micheal R. Lohmeier has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that Micheal R. Lohmeier will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

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<sup>1</sup> Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

## **1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
  - 1.3.1 Make assessments of real and personal property within the Assessing District;
  - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
  - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
  - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
  - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
  - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District

pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

## **2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS**

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:
  - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
  - 2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

### **3.0 DESIGNATED ASSESSOR COMPENSATION**

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

#### **4.0 EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, Micheal R. Lohmeier, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2027. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

#### **5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS**

It is understood by the parties that Micheal R. Lohmeier is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

#### **6.0 ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

## **7.0 AMENDMENTS**

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

## **8.0 SEVERABILITY**

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

## **9.0 GOVERNING LAW**

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

## **10.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, \_\_\_\_\_ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the \_\_\_\_\_ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

**[Signatures contained on following page]**

EXECUTED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

MICHEAL R. LOHMEIER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: \_\_\_\_\_  
Micheal R. Lohmeier  
Oakland County Equalization Officer

DATE: \_\_\_\_\_

## **ADDENDUM – SEV TOTALS**

### **OAKLAND COUNTY SEV TOTALS BY CLASS**

Class	Parcel Counts	State Equalized Values
Agricultural	392	87,150,370
Commercial	20,907	14,614,165,290
Industrial	4,441	2,896,770,040
Residential Personal Property	448,068 52,372	68,274,369,769 3,863,299,665
Special Acts	650	507,403,698



**October 20, 2022**

**RESOLUTION #2022-2106 \_ 22-350**

Sponsored By: Gwen Markham

**Equalization - Interlocal Agreement Designating Micheal Lohmeier as the Assessor for Oakland County**

Chairperson and Members of the Board:

**WHEREAS** pursuant to Public Act 660 of 2018, each county is required to notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the County's Designated Assessor; and

**WHEREAS** the Designated Assessor is part of a process to ensure that local units of government are in compliance with statutory provisions of the Audit of Minimum Assessing Requirements; and

**WHEREAS** the Designated Assessor is the individual designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the assessing districts (cities and townships) within the county, subject to final approval of the State Tax Commission; and

**WHEREAS** the Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit; and

**WHEREAS** each county must also provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within the county, and the proposed Designated Assessor for the county; and

**WHEREAS** the interlocal agreement must provide enough detail regarding the assessment responsibilities for the Designated Assessor including, but not limited to, the following:

1. Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members,
2. Duties and responsibilities for each local unit within the county, including providing the Designated Assessor with reasonable access to records, documents and information, and
3. Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement; and

**WHEREAS** an Interlocal Agreement was previously entered into between Oakland County and the participating Assessing Districts under the former Oakland County Equalization Director; and

**WHEREAS** Oakland County has a new Oakland County Equalization Director, Micheal Lohmeier,

and as a result, a new Interlocal Agreement is required with the Assessing Districts within the County that approve the Agreement; and

**WHEREAS** Oakland County Corporation Counsel is developing the Designated Assessor Interlocal Agreement to be entered into with any and all Assessing Districts within the County that approve the Agreement.

**NOW THEREFORE BE IT RESOLVED** that the Oakland County Board of Commissioners approves designating Oakland County Equalization Director Micheal Lohmeier, who is an individual qualified and certified by the State Tax Commission as a Michigan Master Assessing Officer, to be the Designated Assessor for Oakland County.

**BE IT FURTHER RESOLVED** that the Board of Commissioners approves and authorizes the Chairperson of Board to execute the required Interlocal Agreement on behalf of Oakland County upon final review and approval by Corporation Counsel.

Chairperson, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.

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David Woodward, Commissioner

Date: October 21, 2022



David Coulter, Oakland County Executive

Date: October 21, 2022



Lisa Brown, County Clerk / Register of Deeds

Date: October 26, 2022

#### COMMITTEE TRACKING

2022-10-12 Finance - Recommend to Board

2022-10-20 Full Board - Adopted

#### VOTE TRACKING

Motioned by Commissioner Michael Gingell seconded by Commissioner Kristen Nelson to adopt the attached Interlocal Agreement: Designating Micheal Lohmeier as the Assessor for Oakland County.

**Yes:** David Woodward, Michael Gingell, Michael Spisz, Karen Joliat, Kristen Nelson, Eileen Kowall, Christine Long, Philip Weipert, Gwen Markham, Angela Powell, Thomas Kuhn, Chuck Moss, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Penny Luebs, Janet Jackson, Gary McGillivray, Robert Hoffman, Adam Kochenderfer (20)

**No:** None (0)

**Abstain:** None (0)

**Absent:** (0)

**Passed**

## ATTACHMENTS

1. OC Designated Assessor Interlocal Agreement 9.16.22
- 

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on October 20, 2022, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, October 20, 2022.



*Lisa Brown, Oakland County Clerk / Register of Deeds*

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE  
THE DESIGNATED ASSESSOR FOR THE PERIOD January 1, 2023  
THROUGH December 31, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. On December 29, 2020, Oakland County met this requirement, having a majority of the Assessing Districts in favor of the Equalization Officer serving as its Designated Assessor. On August 4, 2022, Oakland County Commissioners voted to retain Micheal R Lohmeier, MMAO as its new Equalization Officer for its Equalization Division, and as a result, the interlocal agreements were required to be revised. A majority of the Assessing Districts are in favor of the Equalization Officer serving as its Designated Assessor.

The following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

## BACKGROUND INFORMATION

Oakland County names **MICHEAL R. LOHMEIER (R-6101)**, in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County<sup>1</sup>. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

## QUALIFICATIONS OF DESIGNATED ASSESSOR

Micheal R. Lohmeier has been certified as a Michigan Master Assessing Officer since 2012. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

Micheal R. Lohmeier has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that Micheal R. Lohmeier will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

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<sup>1</sup> Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

## **1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
  - 1.3.1 Make assessments of real and personal property within the Assessing District;
  - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
  - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
  - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
  - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
  - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District

pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

## **2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS**

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:
  - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
  - 2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

### **3.0 DESIGNATED ASSESSOR COMPENSATION**

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

#### **4.0 EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, Micheal R. Lohmeier, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2027. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

#### **5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS**

It is understood by the parties that Micheal R. Lohmeier is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

#### **6.0 ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

## **7.0 AMENDMENTS**

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

## **8.0 SEVERABILITY**

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

## **9.0 GOVERNING LAW**

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

## **10.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, \_\_\_\_\_ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the \_\_\_\_\_ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

**[Signatures contained on following page]**

EXECUTED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

MICHEAL R. LOHMEIER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: \_\_\_\_\_  
Micheal R. Lohmeier  
Oakland County Equalization Officer

DATE: \_\_\_\_\_

## **ADDENDUM – SEV TOTALS**

### **OAKLAND COUNTY SEV TOTALS BY CLASS**

Class	Parcel Counts	State Equalized Values
Agricultural	392	87,150,370
Commercial	20,907	14,614,165,290
Industrial	4,441	2,896,770,040
Residential Personal Property	448,068 52,372	68,274,369,769 3,863,299,665
Special Acts	650	507,403,698



# City of Pleasant Ridge

James Breuckman, City Manager

From: James Breuckman, City Manager  
 To: Mayor and City Commission  
 Date: December 5, 2022  
 Re: PA 152 – Health Care Insurance

## Overview

Attached is resolution opting out of the requirements of Michigan PA 152 of 2011 regarding limits on employer costs for employee health care.

## Background

Effective January 1, 2012, Public Act 152 of 2011, requires public employers and elected officials to contribute toward their health care benefit costs. Under this Act local governments have three options:

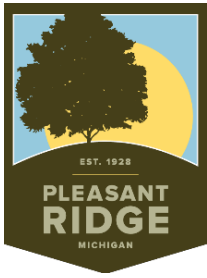
- **80/20:** Public employers may use an 80/20 cost share arrangement and limits the employer contribution to no more than 80% of the total plan cost.
- **Hard Cap:** The Bill limits the amount a public employer can pay for the annual cost or illustrative rate of benefits to an amount equal to \$7,399.47 for individuals, \$15,474.60 for individual and spouse coverage and \$20,180.43 for full family coverage, multiplied by the number of employees receiving benefits. The public employer can allocate its payments for medical benefits plan costs among its employees and elected officials as it sees fit. The limits are adjusted for medical inflation annually.
- **Exempt:** A local unit of government may exempt itself from the requirements of this act by a 2/3rds vote of the governing body.

Whatever is decided, formal action is required before January 1, 2023, and considered on an annual basis. If no action is taken, communities will be in violation of the Public Act and would lose 10% of their CVTRS monies in 2023. As you may recall, the City adopted a resolution to opt-out of this provision in years prior.

The City has exempted itself from the requirements of PA 152 and has required a 10% employee contribution for health care for the past decade. Health care costs have been stable in recent years, and our renewal for 2023 is at a comparable rate to 2022.

## Requested Action

City Commission consideration of the attached resolution opting out of the requirements of PA 152.



## City of Pleasant Ridge

23925 Woodward Avenue  
Pleasant Ridge, Michigan 48069

### RESOLUTION

#### **A RESOLUTION ELECTING TO COMPLY WITH THE PROVISIONS OF PUBLIC ACT 152 OF 2011 EXERCISING THE CITY'S RIGHT TO EXEMPT ITSELF FROM THE REQUIREMENTS OF THE ACT FOR THE NEXT SUCCEEDING YEAR**

- WHEREAS,** On September 27, 2011, the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Public Acts of Michigan of 2011 ("Act 152"), became effective on the State of Michigan; and
- WHEREAS,** Act 152 establishes standards and process with respect to medical benefit plans offered by public employers; and
- WHEREAS,** the City of Pleasant Ridge has historically recognized, in its role as steward for the public funds entrusted to it, that it must effectively manage those limited resources; and
- WHEREAS,** the City of Pleasant Ridge constantly engages in a review of expenditures in order to maximize the value it receives for goods and services; and
- WHEREAS,** the City Commission of the City of Pleasant Ridge believes that, as elected representatives for the City and answerable directly to the City's voters, it is best positioned to determine what benefits (including medical benefits) ought to be offered in order to attract and retain the best qualified City employees at the lowest overall costs; and
- WHEREAS,** the City Commission of the City of Pleasant Ridge further believes that compensation determinations for City employees are most properly the responsibility of the City's elected representatives, and not the State of Michigan or its officials; and
- WHEREAS,** to express its support for home rule government and to recognize that it is the City Commission's duty to manage City affairs in order to be most responsive to City voters, taxpayers and residents.

#### **NOW, THEREFORE, BE IT RESOLVED, that:**

1. Pursuant to Section 8 of Act 152, the City of Pleasant Ridge hereby exempts itself from requirements of Act 152 for the next succeeding year.
2. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

*I Amy M. Allison, duly certified Clerk of the City of Pleasant Ridge  
do hereby certify that the foregoing Resolution was adopted by the  
Pleasant Ridge City Commission at its Regular Meeting held  
Tuesday, December 13, 2022.*

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Amy M. Allison  
City Clerk



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY

RACHAEL EUBANKS  
STATE TREASURER

**March 22, 2022**

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS  
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2023**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2022, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$7,304.51 times the number of employees and elected public officials with single-person coverage
- \$15,276.01 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$19,921.45 times the number of employees and elected public officials with family coverage.

The limits for 2023 equal the 2022 limits increased by **1.3 percent**. The 1.3 percent is the percentage change in the medical care component from the period March 2020-February 2021 to the period March 2021-February 2022.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2023, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$7,399.47 times the number of employees and elected public officials with single-person coverage
- \$15,474.60 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$20,180.43 times the number of employees and elected public officials with family coverage.

*Rachael Eubanks*

Rachael Eubanks  
State Treasurer

March 22, 2022



# City of Pleasant Ridge

Amy M. Allison, City Clerk/Asst City Manager

From: Amy M. Allison, City Clerk/Assistant City Manager  
 To: Mayor and City Commission  
 Date: December 13, 2022  
 Re: Annual Meeting Schedule

Each year, the meeting schedules for the City Commission, Historical Commission, Planning Commission/Downtown Development Authority and Recreation Commission are placed on the City Commission Agenda for approval. The following list is the proposed schedules for 2022:

## City Commission

The Regular Meetings of the City Commission are held the second Tuesday of the month. The meetings are held at 7:30 p.m., in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue. The meetings are proposed for the following dates:

January 10, 2023  
 February 7, 2023  
 March 7, 2023  
 April 11, 2023  
 May 9, 2023  
 June 13, 2023  
 July 11, 2023  
 August 8, 2023 – could be rescheduled if an August election is called.  
 September 12, 2023  
 October 10, 2023  
 November 14, 2023  
 December 12, 2023

Also, for ease of scheduling, the fourth Tuesday of every month be set aside for Zoning Board of Appeals Meeting, Coffee with Commissioners or Work/Study sessions for the City Commission.

## Historical Commission

The Regular Meetings of the Historical Commission are held the first Wednesday of specific months. The meetings are held at 7:00 p.m., at the Pleasant Ridge Community Center, 4 Ridge Road. The meetings are proposed for the following dates:

January 11, 2023  
 March 1, 2023  
 April 12, 2023 - changed due to Passover  
 May 3, 2023  
 June 7, 2023  
 September 6, 2023

October 4, 2023  
November 1, 2023  
January 10, 2024

**Planning Commission/Downtown Development Authority**

The Regular Meetings of the Planning Commission/DDA are held the fourth Monday of specific months. The meetings are held at 7:00 p.m., in the City Commission Chambers, Pleasant Ridge City Hall. The meetings are proposed for the following dates:

January 23, 2023  
April 24, 2023  
July 24, 2023  
October 23, 2023

The fourth Monday of the non-meeting months will be set aside in case the Planning Commission/DDA has business which needs to be addressed prior to the regularly scheduled meeting.

**Recreation Commission**

The Regular Meetings of the Recreation Commission are held the last Wednesday of specific months. The meetings are held at 7:00 p.m., at the Pleasant Ridge Community Center. The meetings are proposed for the following dates:

January 25, 2023  
April 26, 2023  
July 26, 2023  
October 25, 2023

The last Wednesday of the non-meeting months will be set aside in case Recreation Commission has business which needs to be addressed prior to the regularly scheduled meeting.

Of course, special meetings and workshops are called when needed. Please feel free to contact me should you require any additional information.



# City of Pleasant Ridge

James Breuckman, City Manager

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From: Jim Breuckman, City Manager  
To: City Commission  
Date: December 8, 2022  
Re: Zoning Ordinance Amendments

## Overview

The City Commission passed a 6-month moratorium on drive-through uses at their August 9 meeting and directed the Planning Commission to consider a Zoning Ordinance amendment to prohibit future drive through uses along Woodward. The moratorium will expire in February.

The proposed amendment addresses access management standards, drive through uses, and front setback requirements along Woodward. It also includes an amendment to establish minimum open space requirements in one and two-family residential districts.

## Background

The moratorium was spurred by the recent Skymint marijuana dispensary review. That process highlighted the fact that our zoning ordinance neither permits nor specifically prohibits drive through uses along Woodward. Recent nearby experiences such as the Starbucks located at 13 and Woodward that often backs up off the site into travel lanes are an example of the impact that a drive through use can have.

## Access Management

The amendment also prohibits new driveways onto Woodward, and for the eventual elimination of existing driveways. Each driveway from an abutting property is a conflict point between people using the sidewalk and bicycle lanes and cars. The additional driveways and increased vehicle traffic associated with drive through uses negatively impact the environment for people on bikes and walking. An example of this is the two drive through restaurants on Woodward just south of downtown Ferndale, where the character of the street abruptly changes at that point. Given that we will be constructing two-way cycle tracks along much of the Woodward frontage next year consistent with our adopted complete streets plan, it would be advisable to consider limiting driveways to protect the human scale of the Woodward streetscape. It is already a challenging environment for walking and bicycling along Woodward, and anything that makes it harder to walk or bike, such as vehicle driveways, should be precluded to the greatest extent possible.

Every Woodward abutting property in Pleasant Ridge has rear alley access, meaning that a driveway onto Woodward is not required for vehicle access. Most properties along Woodward do not have a driveway onto the street, so this will have little practical impact on those properties. Properties with driveways will not be required to close the drive until the use of the property changes, or the building is expanded. If desired by

the City Commission, the trigger for the requirement to close a driveway when an existing building is expanded without a use change can be modified.

The ordinance contains a provision that allows the Planning Commission to modify the access management standards to allow for a vehicle access from Woodward to be constructed or to remain if it finds it is necessary to do so.

### *Property Value Impact*

One item of feedback received from a business owner is that requiring the driveway to be closed will negatively impact the value of the property. To test this, we conducted an examination of current assessed value per acre<sup>1</sup> of properties along Woodward in Pleasant Ridge to determine if there is a correlation between driveways and property value:

- Properties WITH a driveway have an average assessed value per acre of \$866,376
- Properties WITHOUT a driveway have an average assessed value per acre of \$1,402,613

The higher value for properties without a driveway is likely because the value of a property increases when relative building area increases. By reducing the area of a property dedicated to vehicle access and parking you can increase the area of the property that contains a building, increasing property value.

A useful comparison is between the four largest parcels along Woodward that are all about a half-acre in area:

Address	Use	Driveway	Assessed Value	Acres	Value Per Acre
23992 Woodward	Condominiums	No	\$1,749,740	0.564	\$3,101,014
24280 Woodward	Ameriprise	No	\$643,730	0.547	\$1,175,913
24028 Woodward	Comerica	Yes	\$425,560	0.511	\$832,787
23690 Woodward	Wessels & Wilk	Yes	\$489,260	0.474	\$1,033,276

There is no notable difference in value between the Ameriprise building and the Wessels & Wilk buildings, even though one has a driveway and the other does not. The Comerica site has two driveways but the lowest value per acre. Finally, the condominiums have by far the largest property value per acre, without a driveway.

It is not expected that the requirement to close the driveway will have a demonstrable impact on the value of Woodward properties that currently have a driveway if they are sold for redevelopment.

For reference, the following table shows all Woodward properties in the City, sorted by largest value per acre to smallest. Note that properties with a driveway are all in the bottom half of the table, with lower relative property values.

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<sup>1</sup> Assessed value per acre is simply the value of the property divided by its area in acres. This is a way of normalizing the value of different size properties.

Address	Use	Driveway	Assessed Value	Acres	Value Per Acre
23992 Woodward	Condominiums	No	\$1,749,740	0.564	\$3,101,014
23650 Woodward	Remax Office	No	\$357,110	0.156	\$2,287,141
24100 Woodward	Dr. Zervos	No	\$249,040	0.147	\$1,693,950
23810 Woodward	Cork	No	\$243,750	0.157	\$1,548,704
24200 Woodward	Office Building	No	\$371,200	0.260	\$1,426,607
24126 Woodward	Attorney	No	\$117,830	0.085	\$1,388,351
24280 Woodward	Ameriprise	No	\$643,730	0.547	\$1,175,913
23880 Woodward	Romano Law	No	\$440,290	0.383	\$1,151,066
23634 Woodward	Small Office	No	\$118,240	0.104	\$1,138,384
23647 Woodward	White House	No	\$236,490	0.209	\$1,129,159
24220 Woodward	Field Art Building	No	\$295,260	0.268	\$1,101,246
23900 Woodward	Tanning Salon Building	No	\$261,480	0.239	\$1,094,293
23700 Woodward	Regeneration/Office	Yes	\$336,450	0.317	\$1,062,987
23690 Woodward	Wessels & Wilk	Yes	\$489,260	0.474	\$1,033,276
23622 Woodward	Little Herbs	No	\$212,240	0.208	\$1,020,256
23760 Woodward	Dr. George	No	\$129,770	0.133	\$974,136
24052 Woodward	Whistle Stop & Apts	Yes	\$276,880	0.309	\$894,889
24028 Woodward	Comerica	Yes	\$425,560	0.511	\$832,787
23701 Woodward	Sunoco	Yes	\$299,650	0.368	\$814,530
23675 Woodward	J&L Promotions	No	\$167,400	0.207	\$808,974
23733 Woodward	Oil Change	Yes	\$180,190	0.322	\$559,790

## Summary of Proposed Amendments

### Access Management

- Section 82-3 amended to add a new definition of drive through.
- Section 82-197(b)(1) amended to eliminate items d, e, and f. Those items were design standards for driveways onto Woodward, which will no longer be allowed if the access management standards are adopted.
- Section 82-208 Access Management added. The access management standards allow current driveways to remain unless a building is expanded or the use of a building changes, at which time driveway accesses must be eliminated. Drive through uses are also prohibited by the proposed amendment.

This section includes a provision that allows the Planning Commission to modify the access management standards to allow for a vehicle access from Woodward to be constructed or to remain if it finds it is necessary to do so.

### Setback and Lot Coverage Requirements – RO and C Districts

Reducing the front setback and eliminating maximum lot coverage requirements provides greater design flexibility to match existing character and to provide parking and service areas at the rear of the property. The three-foot setback is intended to provide a door zone along the sidewalk, and to provide some space for landscaping or other amenities without creating a crowded feeling along the sidewalk.

- Section 82-164, Yard and Bulk Requirements amended to
  - Reduce front setback requirements from 10 feet to 3 feet in the C district, from 20 feet to 3 feet in the RO district, and to reduce the side yard setback in the RO district to 0 feet. There are existing zero-lot-line buildings in both the C and RO districts, so the proposed amendment is consistent with the existing character of the Woodward business district.
  - Footnote 3 is proposed to be amended to require a 10-foot rear yard setback in the RO district where the rear property line abuts a public alley. This is consistent with the 10-foot rear yard setback requirement in the C district along Woodward and will create a consistent set of requirements for all districts along Woodward.
  - Maximum lot coverage requirement is proposed to be eliminated in the RO and C districts. Lot coverage is effectively regulated by setback requirements and other provisions of the Zoning Ordinance, meaning that there is no need to also have a specific lot coverage limit.

### Minimum Open Space Requirements

Minimum open space requirements are proposed to be added in single and two-family residential districts. We currently have a maximum lot coverage standard that applies to buildings and any structures that are three feet or more above grade, but we have no standard that would prevent someone from paving their entire yard.

The proposed minimum open space requirements have been calibrated to existing open space percentages for each zoning district. There are 15 properties in the City (about 1%) that would not meet the proposed minimum open space requirement. Those properties would be existing nonconforming properties that could remain as-is. A spreadsheet with data has been provided to the Planning Commission under separate cover.

An analogous example is houses in the City that have porte-cocheres in the required side yard, or circle driveways, both of which were permitted at one time but are now prohibited. The non-conformity is allowed to remain until a homeowner chooses to remove it.

The following table shows the average lot area, the proposed minimum open requirement, the average current open space, and the minimum open space value which 95% of houses in each zoning district exceed. The table shows that the open space requirement has been calibrated based on existing conditions in each zoning district and is designed to preserve the existing character of the community rather than change it.

Zoning District	Average Lot Area (sq. ft.)	Proposed Minimum Open Space Requirement	Average Existing Open Space	Open Space Percentage that 95% of Properties Exceed	Lowest Existing Open Space Percentage
R-1A	19,280	50%	72.1%	54.2%	39.7%
R-1B	10,740	45%	64.7%	45.6%	42.1%
R-1C	7,690	35%	60.4%	39.0%	8.4%
R-1D	5,803	25%	53.4%	28.3%	18.4%
R2	6,584	25%	59.0%	36.0%	35.3%

- Section 82-3, Definitions amended to add a definition for “Open Space.”
- Section 82-164, Yard and Bulk Requirements is amended to add minimum open space requirements in the following districts:
  - R-1A: 50%
  - R-1B: 45%
  - R-1C: 35%
  - R-1D: 25%
  - R-2: 25%

### **Requested Action**

City Commission consideration of the proposed zoning ordinance amendments after the public hearing at the December 13, 2022 City Commission meeting.

City of Pleasant Ridge  
Ordinance No. \_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF PLEASANT RIDGE CODE OF ORDINANCES,  
CHAPTER 82 – ZONING

THE CITY OF PLEASANT RIDGE ORDAINS:

**Section 1. Intent and Purpose**

The City desires to amend its Zoning Ordinance to provide for access management standards for lots along Woodward Avenue, to adjust setback requirements in zoning districts which are located along Woodward Avenue, and to prohibit drive-through facilities.

**Section 2. Amendment**

1. Amend Section 82-3 to add the following new definitions:

**DRIVE THROUGH.** 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.

**OPEN SPACE.** The portion of a lot not covered by buildings, structures, or hard surfaces such as concrete, asphalt, brick, paver blocks, stone, or compacted gravel,

2. Amend Section 82-164, Yard and Bulk Requirements, as follows:

- RM front yard setback requirement changed to refer to footnote 9 of Section 82-164
- RO front yard setback reduced from 20 to 3 feet, and side (one) and side (total) setback requirements reduced to 0 feet.
- RO maximum lot coverage requirement eliminated
- C front setback requirement reduced from 10 feet to 3 feet
- C maximum lot coverage requirement eliminated
- Minimum open space requirement added for districts as follows:
  - R-1A: 50%
  - R-1B: 45%

- R-1C: 35%
- R-1D: 25%
- R2: 25%
- RM, RO, C, W, P: no minimum open space requirement
- Footnote 3 amended as follows: ~~No rear yard~~ A 10-foot rear yard is required in the RO and C districts ~~district~~ where the rear property line abuts upon a public alley.

3. Add new Section 82-208. Access Management:

(a) Intent. These access management standards are adopted to minimize the number of driveway accesses from Woodward Avenue onto abutting properties. The City has implemented or is in the process of implementing bicycle infrastructure, including two-way cycle tracks along most of the length of Woodward Avenue in the City. Individual driveway accesses for parcels along Woodward increase the number of conflict points between people using sidewalks or bicycle lanes and motorists. Furthermore, all parcels abutting Woodward Avenue also abut rear alleys which provide access to off-street parking areas. Finally, site driveways reduce the amount of on-street parking that can be provided along Woodward Avenue.

(b) Applicability. The provisions of this Section shall apply to all lots with frontage on Woodward Avenue. The standards herein apply in addition to, and simultaneously with, the other applicable regulations of the Zoning Ordinance. Permitted and special land uses on these lots shall be as regulated in the applicable zoning district, and shall meet the following additional provisions:

- (1) New driveway accesses onto Woodward Avenue are prohibited.
- (2) No building or structure shall be erected or enlarged unless existing driveway accesses onto Woodward Avenue are eliminated.
- (3) A change of use within a building shall require that existing driveway accesses onto Woodward Avenue be eliminated.

(c) Drive-Through Uses Prohibited. Drive-through uses are prohibited for any site along Woodward Avenue. This provision does not apply to instances where the customer is parked in an off-street parking space designed in accordance with the requirements of this Ordinance and the good or service is delivered to the customer by an employee outside of the building.

Existing drive-through uses may continue as nonconforming uses, subject to the requirements of Section 82-194.

(d) **Modification of Requirements.**

- (1) The Planning Commission may modify the standards of subsection (b) upon a finding that alternate off-site access points are insufficient and make it impractical to fully comply with the access management standards, or that the nature of a proposed use requires alternate circulation patterns.
- (2) The Planning Commission shall find that the proposed access point is the minimum necessary to adequately serve the use before granting a modification from this section to allow for a new access point to be constructed off Woodward, or to allow an existing access point to remain. The Planning Commission shall also determine that the proposed access point has been designed to minimize, to the greatest extent possible, conflicts with bicycle and pedestrian infrastructure.
- (3) If deemed necessary by the Planning Commission, the property owner or applicant shall provide a traffic study prepared by a qualified transportation engineer certifying that the access to Woodward Avenue is necessary because no alternative exists, and that the access point is not simply for the convenience of the development.

**Section 3. Severability.**

Should any provision or part of this Article be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Article, which shall remain in full force and effect.

**Section 4. Repealer.**

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 5. Savings clause.**

Nothing in this Article shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 6. Effective Date.**

This Ordinance shall become effective fifteen days after enactment and upon publication as provided by law.

**Section 7. Adoption.**

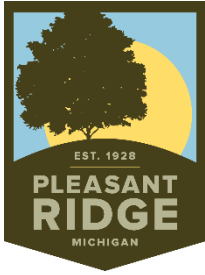
This Ordinance is hereby declared to have been adopted by the City Commission of the City of Pleasant Ridge at a meeting duly called and held on the \_\_ day of \_\_\_\_\_ 202\_\_, and ordered to be given publication in the manner prescribed by law.

Planning Commission Introduction: .....Monday, October 24, 2022  
Planning Commission Public Hearing .....Monday, October 24, 2022  
City Commission Introduction:.....Tuesday, November 15, 2022  
City Commission Public Hearing: .....  
City Commission Adoption: .....  
Published:.....  
Effective:.....

Attest:

---

Amy Allison  
City Clerk



# City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager  
To: City Commission  
Date: December 8, 2022  
Re: Noxx Marijuana License Application

## Overview

Rapid Fish 2 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 Noxx store.

The City has one remaining retailer/provisioning center license available. The City granted a retailer/provisioning center license to Skymint for this location in August, but Skymint has since withdrawn.

## Background

Noxx is applying with the same application as Skymint, including the site plan, operating agreement, and other supporting information. Their building design has changed.

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.

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. **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.
3. **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.

## Requested Action

Staff is still in the process of completing our final review of the application, so no action is being requested at the December 13 City Commission meeting. We anticipate bringing this item back to the City Commission at the January 11 meeting for consideration.



# 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: TN

## 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 |

Rapid Fish 2 LLC

D/B/A (as used in conducting business of the entity)

4140 W Maple Rd. Bloomfield Twp MI 48301 85-4309075

Entity physical location FEIN/SSN

PO Box 1927 Birmingham MI 48012 540-288-6038

Entity mailing address Entity telephone

## Applicant Information/Contact Person for Application

Thomas Nafso

Full Name

PO Box 1927 Birmingham MI 48012

Mailing Address

City

State

Zip

248-939-2727

tommy@noxx.com

Cell Phone Number

Telephone Number

Email Address

Self

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 &amp; 23616 Woodward Av

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 building

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:

☐ Microbusiness☒ Retailer☒ Provisioning Center☐ Processor☐ Safety Compliance Facility☐ 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:

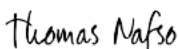
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open:	10:00 am	10:00 am	10:00 am	10:00 am	10:00 am	10:00 am	10:00 am
Close:	9:00 pm	9:00 pm	9:00 pm	9:00 pm	9:00 pm	9:00 pm	9:00 pm

## 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.



Thomas Nafso

11-02-2022

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, Thomas Nafso, 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: TN

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

Initial: TN

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: TN

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: TN

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: TN

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

Initial: TN

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: TN

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: TN

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

Initial: TN

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: TN

### 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: TN

DocuSigned by:

*Thomas Nafso*

F4C8F39B779645B...

Signature of Applicant

Thomas Nafso

Printed Name

11-2-2022

Date

## Required Attachments

Provide the following attachments to your application. **All documents, forms, and information provided must be clearly identified as “Attachment A, Attachment B,” etc.** Failure to clearly identify each document provided may constitute grounds for rejection of an application.

### Attachment A – Entity Documents

Entity formation documents must be attached. Date of issuance and/or expiration must be clearly identified. Include:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Operating agreement   | <input type="checkbox"/> Bylaws/shareholder agreement                      | <input type="checkbox"/> Partnership agreement        |
| <input type="checkbox"/> Shareholder agreement            | <input checked="" type="checkbox"/> Articles of Organization/Incorporation | <input type="checkbox"/> Certificate of good standing |
| <input checked="" type="checkbox"/> Organizational chart* | <input checked="" type="checkbox"/> Assumed name registration document(s)  |   |

\* Organizational chart must include position descriptions and the anticipated number of employees

### Attachment B – State Application Status

Has the entity been granted any of the following? If so, attach as Attachment B. Date of issuance and/or expiration must be clearly identified.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Pre-qualification approval under the MMFLA | <input type="checkbox"/> Licensure under the MMFLA |
| <input checked="" type="checkbox"/> Pre-qualification approval under the MRTMA | <input type="checkbox"/> Licensure under MRTMA     |

\* For retail delivery services to consumers, include the entity's authorization from the state to deliver to the consumer, and the number of delivery drivers/vehicles

### Attachment C – Distance to Nearest Residentially Zoned or Used Structure

Provide an aerial map indicating the distance from the proposed building in which the entity is to be located and the nearest residentially zoned or used structure in Pleasant Ridge. The proposed building must be separated at least 200 feet from any residentially used or zoned structure. For the purposes of this analysis, the measurement shall be taken in a straight line from the closest point on the exterior wall of the proposed building to the closest point on the exterior wall of the closest residentially zoned or used principal structure. Accessory structures are not included in this analysis.

### Attachment D – Property Ownership

Is the proposed location owned or leased by the applicant? ☐ Owned ☒ Leased

Attach documentation evidencing proof of ownership of the premises wherein the marijuana establishment is to be operated as Attachment D, including (as applicable):

- A copy of any deed, lease, or binding real estate interest reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease the proposed premises.
- If the applicant is not the owner of the proposed licensed premises, the applicant must provide a notarized statement of the owner of the property authorizing the use of the property for a marijuana establishment, along with evidence of ownership of the property by the person signing the notarized statement.

## Attachment E – Owner/Applicant Information

- All owners/applicants must provide a copy of the front and back of their state-issued driver's license or state identification.
- Include a list of all parties having ownership interest in the entity, including:
  - Full legal name
  - All aliases used in the most recent five years
  - Address
  - Cell phone
  - Email
  - Title
  - Percentage of ownership in the entity
  - All business occupations or employment for the most recent three years preceding the date of this application

## Attachment F – Marijuana Operations

List all marijuana operations owned or operated by any of the applicants in Michigan or any other state.

If no other marijuana operations are owned by any member of the entity, provide an attachment attesting to that fact.

For any marijuana businesses owned, provide the following information:

- Name of the business
- Name of the entity owning the business
- Business location address(es)
- Entity location address
- Owner(s) of the entity
- Dates of operation
- License types
- Summary of business profit and loss for the most recent three tax years

## Attachment G – Regulatory History

Have any of the owners/applicants ever had a regulatory license suspended or revoked by a federal, state, or local authority? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents.

## Attachment H – Tax Delinquency

Have the owners/applicants ever had filed against or have been served with a complaint or other notice filed with any public body regarding delinquency in the payment of or a dispute over the filings concerning the payment of any tax required under federal, state, or local law? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents.

## Attachment I – Other Pleasant Ridge Properties

Do any of the owners or applicants currently own or lease any real property in the City of Pleasant Ridge? ☐ Yes ☒ No

If yes, provide the following information for each owner or applicant who owns or leases real property in the City:

- Parcel address and tax ID
- Dates of ownership or lease interest
- Nature of ownership or lease interest

## Attachment J – Insurance and Security

Provide the following:

1. Quote prepared by an insurance provider for liability and casualty damage insurance in an amount of at least one million (\$1,000,000) dollars, covering the marihuana establishment and naming the city as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors.
2. A quote from security company(s) for the services provided to the proposed location(s). Must contain specific details for each piece of proposed security equipment.
3. A quote for the Knox Box service or similar service for the proposed location(s).

If applicant is awarded a city operating license, the licensee is responsible for providing the city clerk with a proof of execution as provided in Attachment L items 1); 2); and 3) no later than 30 days after the date of licensure.

## Attachment K – Bankruptcy

Have any of the owners filed for bankruptcy, personally or for a business they owned/controlled, in the most recent seven years? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents as attachment K.

## Attachment L – Capitalization

Provide an explanation and documentation regarding capitalization and means to operate the proposed establishment including, but not limited to, the source(s) of entity's capitalization to build, operate, and maintain the proposed operation; and a copy of the certified public accountant attested letter, if applicable, for licensure of a marijuana establishment.

## Attachment M – Criminal History

Have any of the owners or applicants ever been arrested, criminally charged, criminally convicted, or criminally adjudicated? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents.

## Attachment N – Regulatory Compliance

Do any of the owners or applicants have any history of noncompliance with federal, state, or local regulatory requirements in any jurisdiction? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents.

## Attachment O – Litigation

At the time of this application, are any of the owners or applicants a defendant in any litigation involving a business or business practices? ☐ Yes ☒ No

If yes, provide an explanation and accompanying documents.

## Attachment P – Chemical Storage

Is the applicant applying for a processor license? ☐ Yes ☒ No

If yes, specify in detail how the cultivation and/or processing of marihuana will be done (e.g., techniques, utilities, disposal of byproducts, etc.). A security and floor plan for indoor storage of chemicals must be provided for grower and processor applicants.

## Attachment Q – Site Plan/Neighborhood Compatibility Plan

Provide documents and plans demonstrating the site layout, operation, and neighborhood compatibility of the use, including but not limited to:

- Description of the anticipated daily patrons to the building including evidence and basis for the projected number of daily patrons.
- Site plans for the proposed location that meet all the requirements of Section 82-198(2)(b) of the Pleasant Ridge zoning ordinance. The site plans shall demonstrate compliance with all applicable site requirements of the Commercial Marijuana Facilities ordinance, including but not limited to parking requirements. The site plan must indicate how proposed traffic will flow into, through, and away from the site.
- Lighting plan demonstrating the location of each exterior light fixture, including cut sheet details of the fixture and a photometric plan for exterior lighting. If no changes are proposed to the existing exterior lighting at the proposed location, indicate such.
- Landscaping or other aesthetic improvements.
- Total capital investment to be invested, e.g. renovations to the property and surrounding area, equipment, fixtures, and other related items.
- Environmentally friendly design elements.
- Any other non-marijuana related businesses you plan to open and operate in the City of Pleasant Ridge.
- If the building is currently vacant, and what length of time the building has been vacant.

## Attachment R – Community Involvement

Describe in detail past, present, and/or proposed community involvement including, but not limited to, charitable contributions, volunteer work, or other benefits to the Pleasant Ridge community.

## Attachment S – Establishment Business Plan

Provide the business plan for the proposed marihuana establishment. Pursuant to the city's commercial marihuana ordinance, the following plans shall be included in the requested business plan:

- Waste disposal plan including, but not limited to, chemical and plant disposal.

- Security plan, including the extent of and additions to or extra security measures taken above the minimum required under state law.
- Sanitation plan including, but not limited to, measures taken to protect from marihuana being ingested by any person or animal, indication of how the waste will be stored and disposed of, and how marihuana will be rendered unusable for proper disposal.
- Odor mitigation plan identifying all equipment and methods that will be utilized to prevent the impact to adjacent areas, including assurances that no odor will be detected from outside the permitted premise.
- Succession plan in the event of the death or incapacity of an owner or applicant.



# Marijuana Facility License Application Attestation 1

## STATE OF MICHIGAN ENTITY/INDIVIDUAL PREQUALIFICATION MATERIALS AND INFORMATION DISCLOSURE (Use **BLUE** ink ONLY)

I, as the applicant submitting this application, acknowledge that if applicant is selected as a finalist for a city operating license, the applicant may then be required to produce a copy of all Michigan entity/individual prequalification application materials and all information pertaining to the State of Michigan supplemental application prequalification submitted to the State of Michigan.

I, as the applicant submitting this application, hereby certify that the City of Pleasant Ridge is authorized to receive and review all information pertaining to the State of Michigan entity/individual prequalification materials and all information pertaining to the State of Michigan supplemental application prequalification submitted by applicant to the State of Michigan.

I understand that by signing this authorization, a verification of my State of Michigan entity/individual prequalification materials and State of Michigan Supplemental Application Prequalification materials, submitted to the State of Michigan, will be performed. I authorize the State of Michigan to surrender to the City of Pleasant Ridge a complete and accurate record of all entity/individual prequalification and supplemental application prequalification materials, information, investigations, reports, results, or records related to me for the purposes of this application. I authorize the City of Pleasant Ridge to obtain, receive, review, copy, discuss, and use any such information or documents relating to me. I authorize the release of this type of information, even though such information may be designated "exempt from disclosure under the freedom of information act", "confidential", or "nonpublic" under the provisions of state or federal laws.

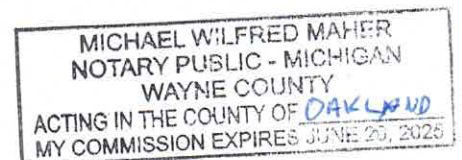
### Applicant:

Thomas Nafso Thomas Nafso 10/12/2022  
Signature of Applicant Printed Name Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher  
Notary Public Printed Name: Michael Wilfred Maher  
Acting in the County of: OAKLAND  
My Commission Expires: June 20, 2025





# Marijuana Facility License Application Attestation 2

## APPLICANT'S ACKNOWLEDGEMENT, AGREEMENT, and CONSENT

(Use **BLUE** ink ONLY)

I (applicant) hereby acknowledge that the City of Pleasant Ridge (city) may require applicant to submit supplemental materials to carry out its statutory and ordinance duties. The applicant hereby agrees to submit such supplemental materials as may be requested by the City of Pleasant Ridge in a timely manner.

I hereby acknowledge that the operation of a licensed marihuana establishment is a revocable privilege and not a right, in conformance with applicable state law. Nothing in the city's ordinance or the City of Pleasant Ridge application for a marihuana city operating license, its exhibits, attachments, and attestations, are/is to be construed to grant a property right for an individual or business entity/individual to engage in the use, distribution, cultivation, production, possession, transportation, or sale of marihuana as a commercial enterprise. Any business entity or individual which purports to have engaged in such activities either prior to or after the enactment of Pleasant Ridge City Code Chapter 18, Article VIII without obtaining the required authorization is deemed to be an illegally established use and is not entitled to legal nonconforming status. Nothing in the city's ordinance or the City of Pleasant Ridge application for a marihuana city operating license, its exhibits, attachments, and attestations, are/is to be held or construed to grant a vested right, license, permit, or privilege to marihuana operations within the City of Pleasant Ridge.

I acknowledge that, as the applicant, I have the responsibility to prove that I am eligible, suitable, and qualified to be licensed. I must accept any risk of adverse public notice, embarrassment, criticism, or other action, or financial loss, which may result from action with respect to an application or the public disclosure of information requested in this form, and expressly waive any claim for damages as a result thereof. Information not initially requested or additional information may be requested by the city.

I consent to inspections, searches, and seizures as provided in state law, MCL 333.27401 of the Michigan Medical Marihuana Facilities Licensing Act and MCL 333.27957 of the Michigan Regulation and Taxation of Marihuana Act (MCL 333.27951 et seq.); the marihuana administrative rules, and city ordinances to disclose to the city and its agents of otherwise confidential records, including tax records, held by any federal, state, or local agency, credit bureau, or financial institution, while applying for or holding a marihuana city operating license. This consent is authorization to review and inspect tax records administered under the Michigan Revenue Act, 1941 PA 122.

I declare under the penalties of perjury that the information set forth in the application for a marihuana city operating license, its exhibits, attachments, and attestations is/are true and complete to the best of my knowledge. I acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Michigan Marihuana Laws and the City of Pleasant Ridge Ordinances. I agree to provide any additional information requested by the City of Pleasant Ridge related to my application.

### Applicant:

Thomas Nafso  
Signature of Applicant

Thomas Nafso  
Printed Name

10/12/2022  
Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature:

Michael Wilfred Maher

Notary Public Printed Name:

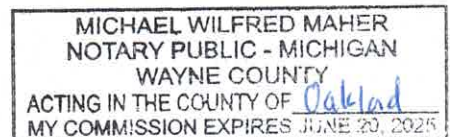
Michael Wilfred Maher

Acting in the County of:

OAKLAND

My Commission Expires:

June 20, 2025





# Marijuana Facility License Application

## Attestation 3

### APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION

(Use **BLUE** ink ONLY)

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

On behalf of:

Rapid Fish 2 LLC

name of entity

Thomas Nafso

name and title of person authorized to execute this release

I authorize the City of Pleasant Ridge (city) and its agents to conduct a full investigation into the background and activities of the applicant for purposes of determining the applicant's eligibility for a marijuana city operating license.

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

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

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

## APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION (continued)

Therefore, you are hereby authorized to release any and all information pertaining to this applicant, documentary or otherwise, as requested by any employee or agent of the City of Pleasant Ridge, provided that he or she certifies to you that said entity has an application pending before the City of Pleasant Ridge or that said entity is a licensee or other person required to be qualified under the provisions of the Michigan Medical Marihuana Act, MCL 333.26421 et seq., the Michigan Marihuana Facilities Licensing Act, MCL 333.27101 et seq., the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq., and City Ordinance.

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

### Applicant:

Thomas Nafso Thomas Nafso 10/12/2022  
Signature of Applicant Printed Name Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher

Notary Public Printed Name: Michael Wilfred Maher

Acting in the County of: OAKLAND

My Commission Expires: June 20, 2025

MICHAEL WILFRED MAHER  
NOTARY PUBLIC - MICHIGAN  
WAYNE COUNTY  
ACTING IN THE COUNTY OF OAKLAND  
MY COMMISSION EXPIRES JUNE 20, 2025



# Marijuana Facility License Application Attestation 4

## APPLICANT'S VERIFICATION & AFFIDAVIT OF FULL DISCLOSURE

(Use **BLUE** ink ONLY)

1. I am the individual responsible for submitting this application and have full authority to execute this affidavit of full disclosure.
2. I authorize to be the contact person to the City of Pleasant Ridge for the purposes of this licensure application.
3. I swear (or affirm) that the information contained in this application packet is true, complete, and accurate to the best of my knowledge and belief.
4. Except as reported in this application packet, I have no agreements or understandings with any person or entity and no present intent to hold as agent, nominee, or otherwise any interest in this application.
5. Except as reported in this application packet, I have no agreements or understanding with any person or entity and no present intent to pay any sums of money or give anything of value as including, but without limitation, a finder's fee or commission to any person or entity related to the interest of this application.
6. I understand that failure to provide true, complete, and accurate answers and information in this application packet will result in a denial of the application and no refunds of any sums paid to the City of Pleasant Ridge because of this application packet will be refunded.
7. I understand that failure to fully complete the application packet, or if applicant makes any changes to the application packet documents, will result in a denial of the application and no refunds of any sums paid to the City of Pleasant Ridge because of this application packet will be refunded.

### Applicant:

Thomas Nafso  
Signature of Applicant

Thomas Nafso  
Printed Name

10/12/2022  
Date

### Notary:

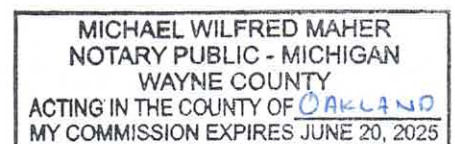
Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher

Notary Public Printed Name: Michael Wilfred Maher

Acting in the County of: OAKLAND

My Commission Expires: June 20, 2025





# Marijuana Facility License Application Attestation 5

## ACKNOWLEDGEMENT OF FEDERAL LAW AND RELEASE OF LIABILITY

(Use **BLUE** ink ONLY)

I, Thomas Nafso, (applicant) being first duly sworn upon oath or affirmation and does hereby acknowledge and agree that:

The Federal Controlled Substances Act, Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, 21 U.S.C. § 801 et seq. regulates marihuana as a Schedule I controlled substance for which there is "no currently accepted medical use in treatment in the United States." 21 U.S.C. § 812(b)(1)(B). Although the State of Michigan has recognized and authorized the licensing of marihuana establishments and use of marihuana for certain persons pursuant to the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.26421 et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. Further, the state has provided for a statewide monitoring system pursuant to the Marihuana Tracking Act, MCL 333.27901 et seq., these state authorized activities remain prohibited by federal law.

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

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

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

### Applicant:

Thomas Nafso  
Signature of Applicant

Thomas Nafso  
Printed Name

10/12/2022  
Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature:

Michael Wilfred Maher

Notary Public Printed Name:

Michael Wilfred Maher

Acting in the County of:

OAKLAND

My Commission Expires:

June 20, 2025

MICHAEL WILFRED MAHER  
NOTARY PUBLIC - MICHIGAN  
WAYNE COUNTY  
ACTING IN THE COUNTY OF OAKLAND  
MY COMMISSION EXPIRES JUNE 20, 2025



# Marijuana Facility License Application Attestation 6

## COVENANT NOT TO SUE (Use BLUE ink ONLY)

I, Thomas Nafso (applicant) being first duly sworn upon oath or affirmation and does hereby acknowledge and agree that:

I understand that granting of a city operating license to operate a marijuana establishment is a privilege and not a right and does not confer upon the applicant any business expectation or any other possible cause of action if I am denied a city operating license by the City of Pleasant Ridge.

I understand and agree that the City of Pleasant Ridge will be reviewing and granting city operating license(s) to applicant(s) based on a competitive process and I understand and agree that by choosing to submit an application to the City of Pleasant Ridge for a city operating license to operate a marijuana establishment that it is done so at my own cost, risk, and peril and that the City of Pleasant Ridge shall have no liability whatsoever if I am not granted a city operating license for any reason.

The applicant, myself, and any subsidiaries, affiliates, officers, directors, shareholders, managers, members, successors, and assigns forever covenant and agree not to sue or bring any action in law, or in equity, including, but not limited to, an action in any court, forum, tribunal or arbitration proceeding whether by original process or demand, counterclaim, cross-claim, third-party process, impleader, claim for indemnity or contribution or otherwise against the City of Pleasant Ridge, its respective employees, agents, attorneys, facilities, insurers, indemnors, successors, heirs and/or assigns, arising from, referring to, relating to, or in connection with this application or the City of Pleasant Ridge Municipal Code regarding marijuana facilities.

### Applicant:

Thomas Nafso  
Signature of Applicant

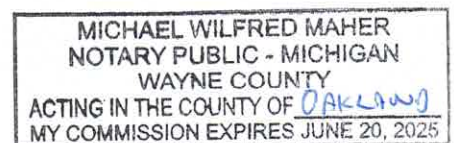
Thomas Nafso  
Printed Name

10/12/2022  
Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher  
Notary Public Printed Name: Michael Wilfred Maher  
Acting in the County of: OAKLAND  
My Commission Expires: June 20, 2025





# Marijuana Facility License Application Attestation 7

## INDEMNIFICATION, DEFEND, AND HOLD HARMLESS

(Use **BLUE** ink ONLY)

I, Thomas Nafso (applicant) being first duly sworn upon oath or affirmation and does hereby acknowledge and agree that:

The applicant, myself, and any subsidiaries, affiliates, officers, directors, shareholders, managers, members, successors, and assigns agree, at our own expense, that we shall protect, defend, indemnify and hold harmless the City of Pleasant Ridge, its council, officers, administrators, employees, attorneys, agents, affiliates, successors and assigns, from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits, and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of applicant, myself, and any subsidiaries, affiliates, officers, directors, shareholders, managers, members, successors, and assigns which may arise out of the operation of a marihuana establishment in the City of Pleasant Ridge.

In the event any suit, proceeding, claim, loss, damage, charge, or expense shall be brought against the City of Pleasant Ridge, its council, officers, administrators, employees, attorneys, agents, affiliates, successors and assigns by virtue of the above-referenced activity, the applicant, myself, and any subsidiaries, affiliates, officers, directors, shareholders, managers, members, successors, and assigns hereby covenants and agrees to assume the defense therefore and defend the same at its own expense and pay all costs, charges, attorney fees, and any other expenses thereto.

### Applicant:

Thomas Nafso  
Signature of Applicant

Thomas Nafso  
Printed Name

10/12/2022  
Date

### Notary:

Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature:

Michael Wilfred Maher

Notary Public Printed Name:

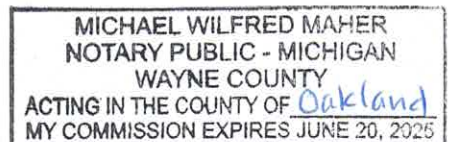
Michael Wilfred Maher

Acting in the County of:

Oakland

My Commission Expires:

June 20, 2025





# Marijuana Facility License Application

## Attestation 8

### APPLICANT'S AGREEMENT AND COVENANT TO FULFILL

(Use **BLUE** ink ONLY)

I, Thomas Nafso (applicant) hereby acknowledge that I have made representations in this application pertaining to my proposed use and activities at the location and in the City of Pleasant Ridge (City).

I swear (or affirm) that the representations and information contained in this application pertaining to my proposed use and activities at the location and in the City of Pleasant Ridge, are true, complete, and accurate to the best of my knowledge and belief and that I have full authority to make these representations.

The applicant agrees, at its own expense, that if it is granted a city operating license to operate a marijuana establishment in the City of Pleasant Ridge, that it shall fulfill and satisfy all representations and information contained in this application regarding the proposed use and activities at the location and in the City of Pleasant Ridge. The applicant agrees that these representations constitute: (1) a clear and definite promise; (2) that these promises are expected to induce reliance by the City of Pleasant Ridge and that the City of Pleasant Ridge is relying on the promises in awarding a city operating license; and (3) that injustice can be avoided only by enforcing the promises. Any approval for a city operating license to operate a marijuana establishment by the City of Pleasant Ridge shall be conditioned upon fulfillment of these representations and information contained in the application packet.

The applicant agrees that if it refuses, neglects, or otherwise fails to fulfill or satisfy any of the representations or information contained in this application regarding the proposed use and activities at the location and in the City of Pleasant Ridge, that the City of Pleasant Ridge shall have the right to suspend or revoke the city operating license.

Further, I swear (or affirm) that any or all future or presently Pleasant Ridge owned properties are not and will not be in default to the city for tax obligations or any other kind of debt owed to the City of Pleasant Ridge, on the proposed location or any other Pleasant Ridge property(ies) owned by the applicant.

#### Applicant:

[Signature]  
Signature of Applicant

Thomas Nafso  
Printed Name

10/12/2022  
Date

#### Notary:

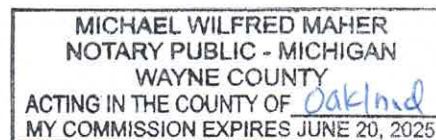
Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher

Notary Public Printed Name: Michael Wilfred Maher

Acting in the County of: Oakland

My Commission Expires: June 20, 2025





# NOXX

Andrea Hendrick  
Director of Acquisition & Data  
[a.hendrick@roundcube.org](mailto:a.hendrick@roundcube.org)  
(616) 218-7669

Wednesday, December 7, 2022

**James Breukman, City Manager**  
City of Pleasant Ridge  
23925 Woodward Ave.  
Pleasant Ridge, MI 48069

**Re: 23622 & 23616 Woodward Ave Marijuana Facility License Application**

Dear Mr. Breukman,

Thank you for coordinating this project. I have compiled responses to questions about the proposed location for your review. My responses will be italicized. Additionally, references to modified documents are referenced in each section.

## NOVEMBER 28<sup>TH</sup> CITY MANAGER REVIEW NOTES:

Delivery at this location?

*At this time, the Pleasant Ridge NOXX location will not include delivery from the Provisioning Center / Retailer direct to customers. Delivery, as mentioned in the Inventory & Record Keeping section of the Business Plan, refers to the delivery of product from licensed cannabis facilities through a secure transporter as required by state law.*

Attachment D – parking site plan attached to the declaration of restrictions and parking easement still references Skymint. Needs to be updated.

*Attachment D has been amended. See attachment.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attachment Q – site plan. Several sheets still refer to Skymint. Please update those.

NOXX.COM

4140 W Maple Rd | Bloomfield Twp, MI 48301



# NOXX

*Attachment Q has been amended. See attachment. Please note that the traffic study was performed for Skymint by Giffels Webster and used with permission.. Importantly, the traffic study is based on the same proposed use.*

Attachment R – Please fix the line spacing in the local operations management agreement.

*Attachment R has been amended. See attachment.*



## CITY COMMISSIONER QUESTIONS

On November 29<sup>th</sup>, the City Manager sent over a list of questions provided by the Commissioners. Below are the questions along with the associated answers. As previously mentioned, delivery is not proposed at this location. Therefore, these answers are provide for informational purposes only, but will not be applicable to this location. Applicant answers are indicated in italics.

### Questions

On the delivery service, can they provide data that shows % delivery-only customers, % store-only customers and % delivery/store customers, based on their experience at their GR locations?

*Since we are not proposing delivery at this location at this time, I will break the customer up into "Mobile Orders" and "In Store" orders. In store orders are customers that have not previously reviewed the menu online and work directly with staff to choose products. Average time in the store is between 8-12 minutes. Conversely, mobile orders are placed through the NOXX website or mobile app. A third-party service is used to process payments online. Therefore, no additional time in the store is required for processing the payment. However, verification of identification is still required on site. These transactions take between 3-5 minutes.*

*Mobile Orders: 30%*

*In Store Orders: 70%*

The business plan does not call out for delivery service, nor does the site plan. Are they hiring someone not mentioned?

*Delivery will not be offered at this time.*

Is there a vehicle that stays there after hours, and a parking spot dedicated for it?

*No. However we do have a branded vehicle that may come to the site from time to time. We do not plan to house this vehicle at the site.*



[NOXX.COM](http://NOXX.COM)

4140 W Maple Rd | Bloomfield Twp, MI 48301



[REDACTED]  
[REDACTED] d therefore, goods will only be carried from the vehicle to the building under surveillance.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Based on their experience, are the delivery sales incremental or substitutional? (this helps to estimate if net parking traffic is made lower or higher by delivery service). I can imagine a traffic study that shows that offering deliveries lowers parking traffic, if their net daily sales are about the same either way.

*Please reference the first City Commissioner questions above. We estimate that the shorter pickup orders will comprise 30% of the orders. This ultimately means that mobile orders will move customers in and out of the spaces quicker and create efficiency that reduces congestion issues. If delivery were to be added to this location, we do believe that this would reduce customer traffic at the site, but do not have the supporting metrics at this time.*

[REDACTED]

[REDACTED]

How many daily customers are you expecting, and what are daily average customer counts are in GR?

*28<sup>th</sup> Street: Average Daily Traffic Counts*

Day	Average Customers Per Day	Average Customer Per Hour
Monday	181.1	15
Tuesday	190.7	16
Wednesday	221.3	18
Thursday	237.8	20
Friday	260.0	22
Saturday	215.0	18



Sunday	195.7	16
--------	-------	----

*Plainfield Avenue: Average Daily Traffic Counts*

Day	Average Customers Per Day	Average Customer Per Hour
Monday	129.0	11
Tuesday	155.8	13
Wednesday	145.0	12
Thursday	173.8	14
Friday	172.2	14
Saturday	196.6	16
Sunday	113.8	9



Outside of describing their physical location, do any of the documents preclude their use of our logo and city name without our review and permission?

*We do not plan on using the City's logo. However, we should note that the location of the store, including the cities name, will appear on our website.*

Would they consider installing a DC Fast Charge EV parking spot at their location?

*Yes. We can begin exploring this and include it in our building plans. We are currently exploring this at 4140 W. Maple Road and can ask for a quote for this site.*

Lastly, the applicant plans to meet with Mayor Bret Scott on Friday, December 9<sup>th</sup> at 11:00 am in Grand Rapids. Any other elected officials, staff, or members of the public that would like to attend, are welcome.



# NOXX

## COMMUNITY OUTREACH EFFORT

The applicant met with Joseph Papelian, the owner of a nearby Ferndale property, on October 5<sup>th</sup> to discuss the proposed plans for the site. On October 6<sup>th</sup>, the applicant responded to Mr. Papelian's concerns via email. Mr. Papelian failed to respond to the correspondence.

We have continued to coordinate with the neighbors and will continue to do so throughout development.

## MARIJUANA FACILITY LICENSE HEARING

We look forward to seeing you in person at the hearing on December 13<sup>th</sup>, 2022. We understand that the hearing will be held at 23925 Woodward Ave at 7:30 pm.

Sincerely,

**Andrea Hendrick**

616-218-7669

[a.hendrick@roundcube.org](mailto:a.hendrick@roundcube.org)

[NOXX.COM](https://www.noxx.com)

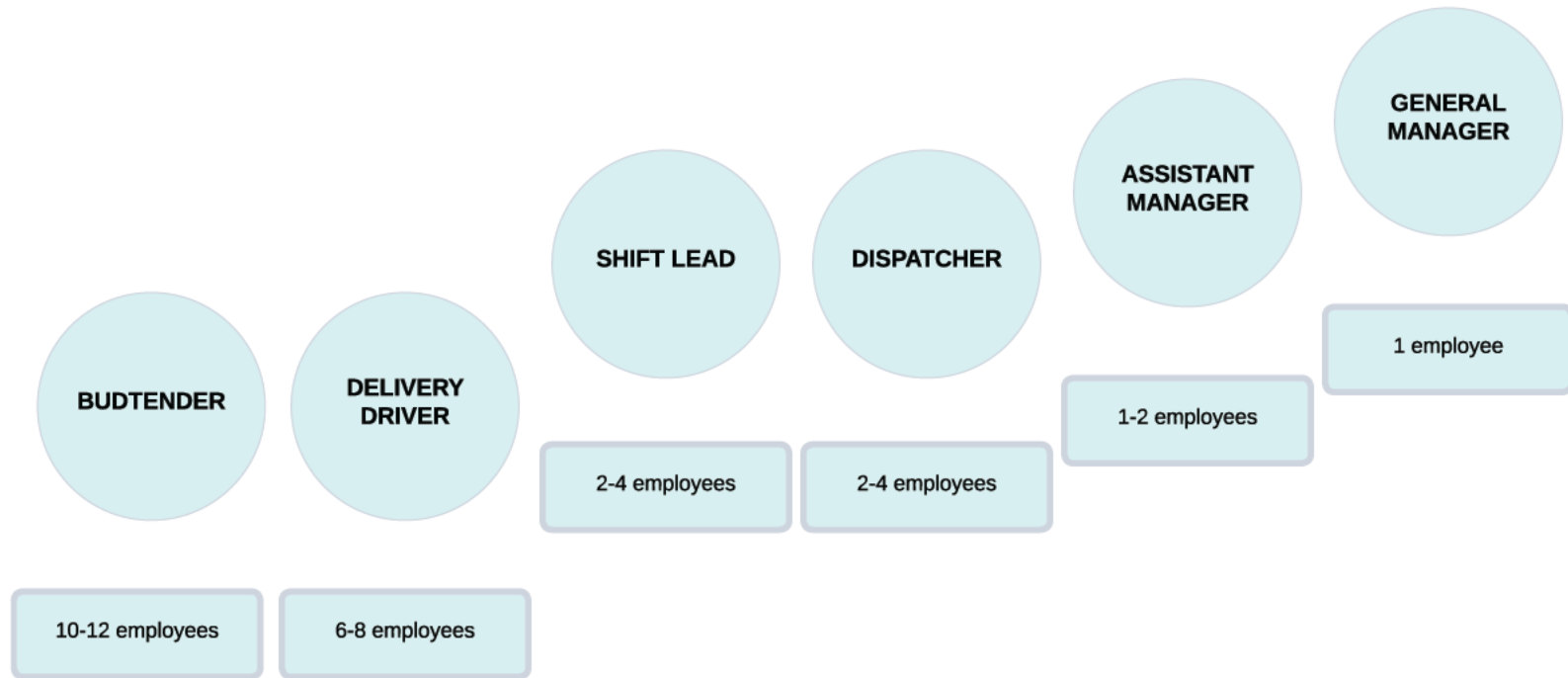
4140 W Maple Rd | Bloomfield Twp, MI 48301

# ATTACHMENT A

## Entity Documents

## NOXX Retail Organizational Chart

---



**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:

RAPID FISH 2 LLC

**Article II**

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

**Article III**

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

**Article IV**

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

1. Agent Name: THE CORPORATION COMPANY  
2. Street Address: 40600 ANN ARBOR ROAD EAST  
Apt/Suite/Other: SUITE 201  
City: PLYMOUTH  
State: MI Zip Code: 48170

3. Registered Office Mailing Address:

P.O. Box or Street Address: 40600 ANN ARBOR ROAD EAST  
Apt/Suite/Other: SUITE 201  
City: PLYMOUTH  
State: MI Zip Code: 48170

**Article v**

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

TO THE FULLEST EXTENT PERMITTED BY THE MICHIGAN LIMITED LIABILITY COMPANY ACT (THE "ACT"), NO MEMBER OF THE COMPANY SH ALL BE LIABLE FOR THE ACTS, OMISSIONS, DEBTS, OBLIGATIONS OR LIABILITIES OF THE COMPANY, AND THE MONETARY LIABILITY OF A MEMBER OF THE COMPANY FOR THE BREACH OF ANY DUTY ESTABLISHED UNDER THE ACT IS LIMITED TO THE FULLEST EXTENT PERMITTED BY THE ACT. THE COMPANY WILL INDEMNIFY AND HOLD HARMLESS THE MEMBERS FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, C LAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MEMBERS, INCLUDI NG JUDGMENTS, SETTLEMENTS, PENALTIES, FINES OR EXPENSES INCURRED IN A PROCEEDING TO WHICH A MEMBER IS A PARTY OR THREA TENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MEMBER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

WHILE SECTION 404 OF THE ACT ALLOWS FOR THE MONETARY LIABILITY OF A MEMBER TO THE LIMITED LIABILITY COMPANY FOR BREACH OF ANY DUTY, THIS PROVISION DOES NOT ELIMINATE OR LIMIT THE LIABILITY OF A MEMBER FOR ANY OF THE FOLLOWING:

- (A) THE RECEIPT OF A FINANCIAL BENEFIT TO WHICH THE MEMBER IS NOT ENTITLED;
- (B) LIABILITY UNDER SECTION 308 OF THE ACT;
- (C) A KNOWING VIOLATION OF LAW; OR

(D) AN ACT OR OMISSION OCCURRING BEFORE THE DATE WHEN THE PROVISION BECOMES EFFECTIVE.

THE INDEMNIFICATION OR ADVANCEMENT OF EXPENSES PROVIDED BY LAW IS NOT EXCLUSIVE OF OTHER RIGHTS TO WHICH A PERSON SEEKING INDEMNIFICATION OR ADVANCEMENT OF EXPENSES MAY BE ENTITLED UNDER THESE ARTICLES OF ORGANIZATION, THE OPERATING AGREEMENT OF THE COMPANY OR A CONTRACTUAL AGREEMENT.

Signed this 6th Day of January, 2020 by the organizer(s):

Signature	Title	Title if "Other" was selected
Heather Daviau	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***

RAPID FISH 2 LLC

***ID Number:*** 802400972

***received by electronic transmission on*** January 06, 2020 ***, is hereby endorsed.***

***Filed on*** January 09, 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.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of January, 2020.***

*Linda Clegg*

***Linda Clegg, Interim Director***

***Corporations, Securities & Commercial Licensing Bureau***

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

**CERTIFICATE OF AMENDMENT TO THE 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 Certificate of Amendment:*

The identification number assigned by the Bureau is:

802400972

The name of the limited liability company is:

RAPID FISH 2 LLC

The date of filing the original Articles of Organization was:

1/9/2020

(Insert any additional provision authorized by the Act.)

ARTICLE VI

THE ORGANIZATION SHALL BE MANAGER-MANAGED.

The amendment was approved by a majority in interest if an operating agreement authorizes amendment of Articles of Organization by majority vote.

This document must be signed by a member, manager, or an authorized agent:

Signed this 2nd Day of September, 2022 by:

Signature	Title	Title if "Other" was selected
Benjamin Joffe	Authorized Agent	

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*** CERTIFICATE OF AMENDMENT TO THE ARTICLES OF  
ORGANIZATION  
***for***

RAPID FISH 2 LLC

***ID Number:*** 802400972

***received by electronic transmission on*** September 02, 2022 , ***is hereby endorsed.***

***Filed on*** September 02, 2022 ***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 September, 2022.***

*Linda Clegg*

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



Form Revision Date 07/2016

## CERTIFICATE OF ASSUMED NAME

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is:

802400972

2. The name of the limited liability company is:

RAPID FISH 2 LLC

3. The assumed name under which business is to be transacted is:

NOXX

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 10th Day of May, 2022 by:

Signature	Title	Title if "Other" was selected
Julia F. Colosimo, Esq. on behalf of Tommy Nafso	Member	

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*** CERTIFICATE OF ASSUMED NAME

***for***

RAPID FISH 2 LLC

***ID Number:*** 802400972

to transact business under the assumed name of  
NOXX

***received by electronic transmission on*** May 10, 2022 ***, is hereby endorsed.***

***Filed on*** May 10, 2022 ***, 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.***

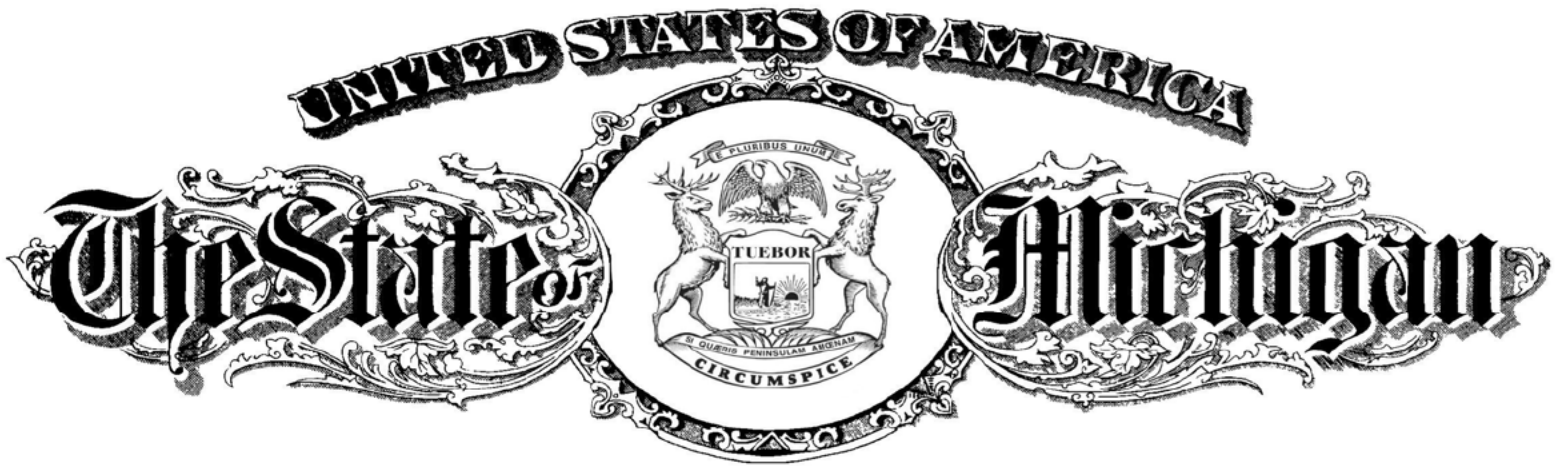
Expiration Date: December 31, 2027



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of May, 2022.***

*Linda Clegg*

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



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

*RAPID FISH 2 LLC*

*was validly authorized on January 9, 2020, 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: 22100491007

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 24th day of October, 2022.*

*Linda Clegg*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

# ATTACHMENT B

## State Application Status

GRETCHEN WHITMER  
GOVERNOR



ORLENE HAWKS  
DIRECTOR

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

Date: January 21, 2022

Addressee: Rapid Fish 2 LLC

Address: 255 S Old Woodward, Suite 320  
Birmingham, MI 48009

RE: Prequalification status for your pending application

Dear Applicant:

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

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

**Mailing Address:**

Marijuana Regulatory Agency  
Licensing Division  
Adult-Use  
P.O. Box. 30205  
Lansing, MI 48909

**In Person:**

Marijuana Regulatory Agency  
Licensing Division  
Adult-Use  
2407 North Grand River  
Lansing, MI 48906

Sincerely,

Licensing Division  
Marijuana Regulatory Agency

GRETCHEN WHITMER

GOVERNOR



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

LANSING

VIA ELECTRONIC MAIL

ORLENE HAWKS

DIRECTOR

Date: November 23, 2021

Addressee: Rapid Fish 2 LLC  
Address: 255 S Old Woodward, Suite 320  
Birmingham, MI 48009

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MMFLA and associated rules are completed. A state operating license for a marihuana facility cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status. This prequalification status will expire two years from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit an application online through the Accela Citizen Access Portal on the Agency website at [www.michigan.gov/mraonline](http://www.michigan.gov/mraonline) or your application may be submitted by mail or in person as follows:

**Mailing Address:**

Marijuana Regulatory Agency  
Medical Facilities Licensing Section  
P.O. Box 30205  
Lansing, MI 48909

**In Person:**

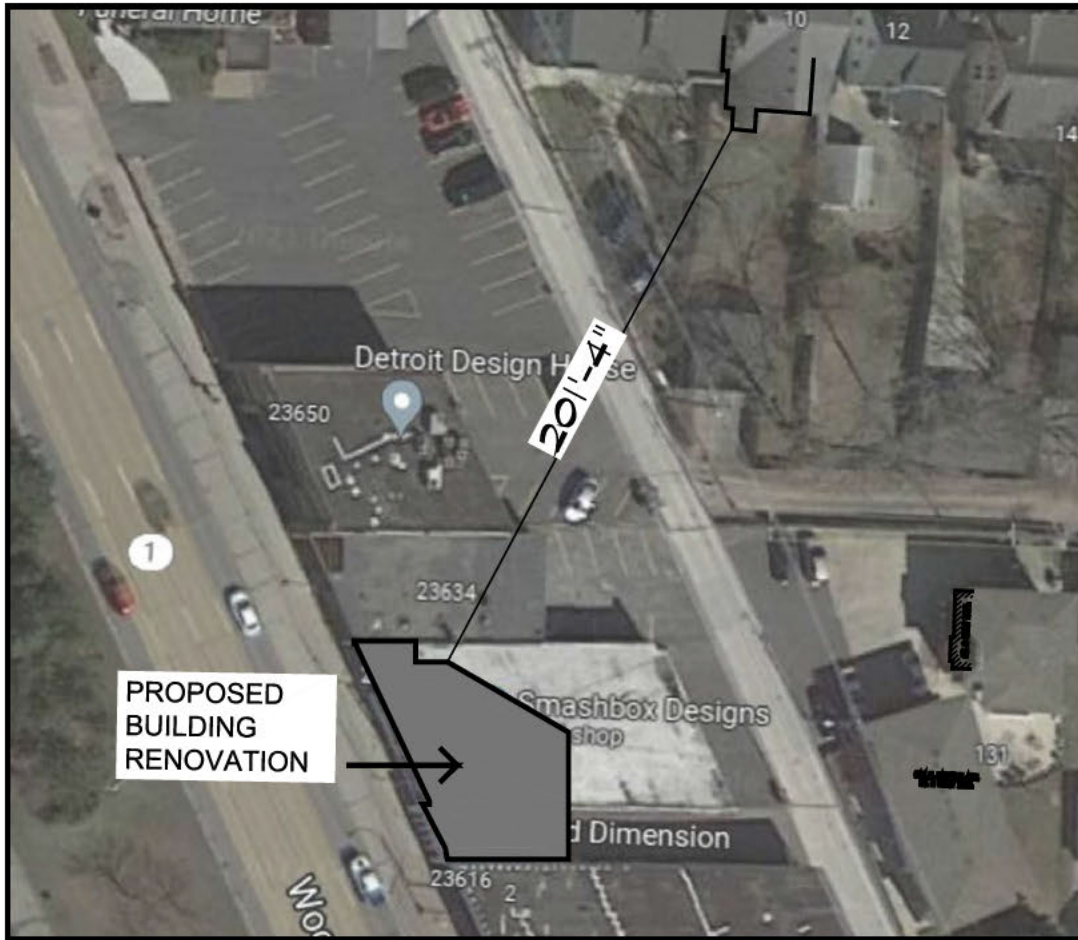
Marijuana Regulatory Agency  
Medical Facilities Licensing Section  
2407 North Grand River  
Lansing, MI 48906

Sincerely,

Licensing Division  
Marijuana Regulatory Agency

# 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

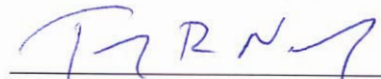
**Statement of Authorization**  
**Owner**

**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 Mahen

Printed name MICHAEL Wilfred Mahen

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

# Experienced Team



**Thomas Nafso**

Chief Executive Officer

Former President of acquired 3Fifteen.

Former SO Michigan Regulator



**Julia Colosimo**

Chief People Officer

Licensed attorney specializing in  
licensing and human resources



**Travis Harrison**

Chief Revenue Officer

Opened 28 retail stores on MI & MA

Former VP of retail for Shinola



**Ben Joffe**

General Counsel

Counsel to Fortune 100 organizations, lead attorney  
for multi-state cannabis operators



**Michael Krefman**

Chief Officer of Product & Strategic Partnerships

20 years experience in corporate retail, market  
specific pricing, brand building



**Laura Hufschmidt**

Chief Marketing Officer

Experience in digital and traditional  
marketing for Domino's, Nestle & Target



# NOXX



**Recardo Saco**

Vice President of Operations

Data Driven approach to payroll, revenue, &  
margins, Director of Operations for Amazon



**Dominic Cassisi**

Director of Ecommerce

Proven digital engagement expert specializing  
increasing revenue through CRM & analytics



# ATTACHMENT F

## Marihuana Operations

Name of Business	Name of Owner Entity	Business Location	Entity Location Address	Owner of the Entity	Dates of Operation	License Type	P & L
NOXX	Rapid Fish 2 LLC	2440 28th St SE, Grand Rapids MI	2440 28th St Grand Rapids	Thomas Nafso	09/2022 to Current	Adult Use Retailer	Attached
NOXX	Rapid Fish 2 LLC	1234 Plainfield Ave NE, Grand Rapids MI	1234 Plainfield Ave NE, Grand Rapids MI	Thomas Nafso	10/2022 to Current	Adult Use Retailer	<b><i>Opening this month</i></b>

# 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  
N/A to Applicant

# ATTACHMENT P

Chemical Storage  
N/A to Applicant

# ATTACHMENT Q

## Site Plan/Neighborhood Compatibility Plan

# NOXX CANNABIS

## PROVISIONING CENTER - RENOVATION

### PROJECT TEAM:

#### OWNER:

RAPID FISH 2 LLC

255 S. Old Woodward  
Suite 320  
Birmingham, MI 48009

917.553.9000

#### ARCHITECT:

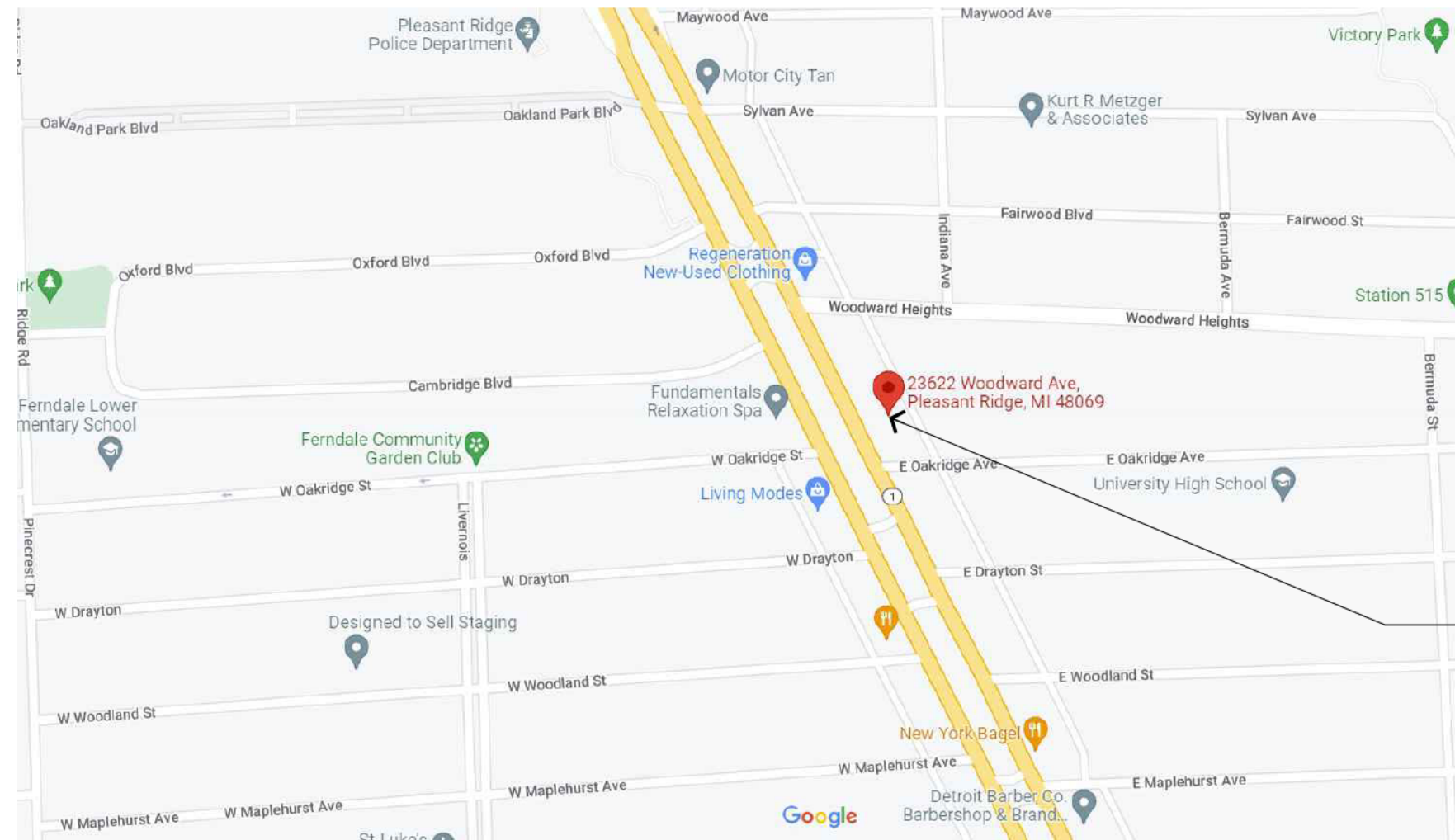
CREATE 3 ARCHITECTURE

100 Grandville Ave.  
Suite 200  
Grand Rapids, MI 49503

616.540.5175

### SHEET INDEX:

G1.0	COVER SHEET & GENERAL INFORMATION
ARCHITECTURE	
A1.1	LEVEL 1 FLOOR PLAN
A5.1	EXTERIOR ELEVATIONS
A5.2	EXTERIOR ELEVATIONS
CIVIL	
SP-1	EXISTING SITE SURVEY AND DEMOLITION
SP-2	GRAPHIC SITE PLAN, LANDSCAPE, AND PHOTOMETRIC PLAN
SP-3	SITE DETAILS AND BUFFER MAP

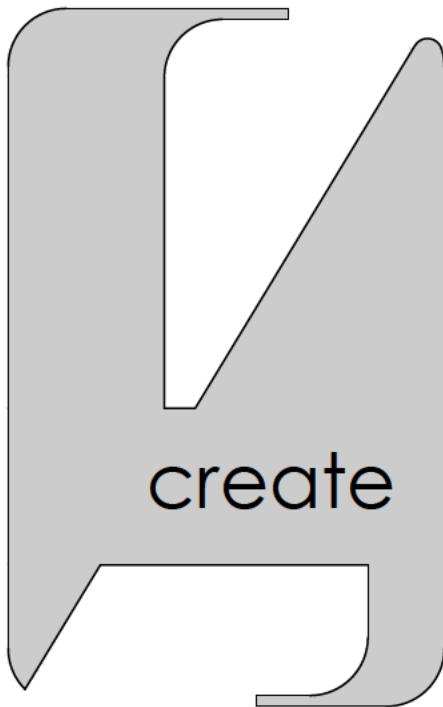


23622 WOODWARD AVE.  
PLEASANT RIDGE, MI 48069

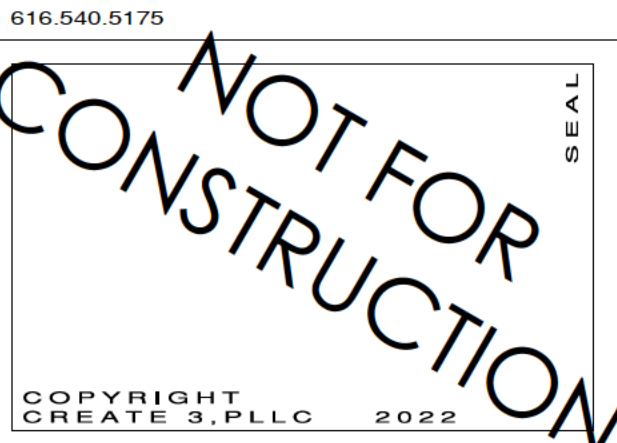
CREDIT: GOOGLE MAPS



SITE VICINITY PLAN



100 GRANDVILLE SW  
SUITE 200  
GRAND RAPIDS, MI 49503



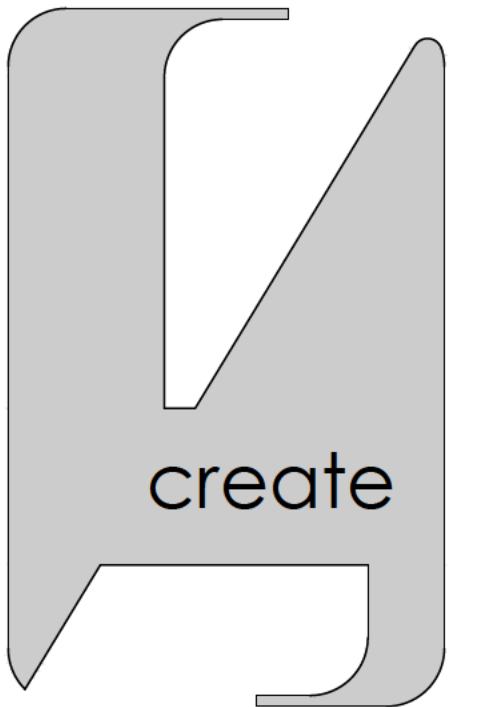
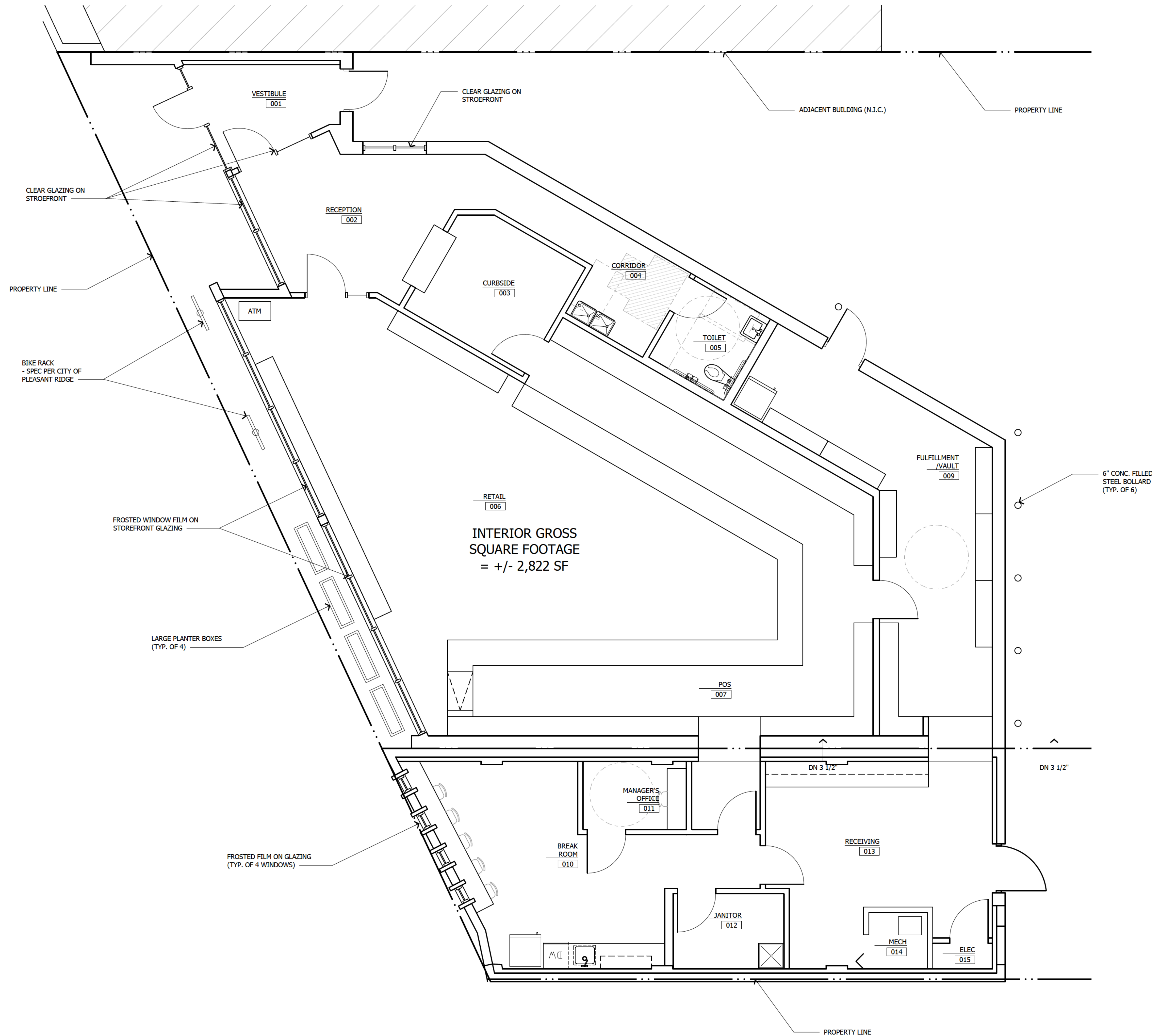
DESCRIPTION	DATE
Site Plan Approval	12/06/2022

Noxx Cannabis Provisioning Center	PROJECT
23622 Woodward Ave. Pleasant Ridge, Michigan 48069	

22-1004	PRO. #	ISSUED
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Cover Sheet & General Information	SHEET
---	-------

G1.0	NUMBER
------	--------



100 GRANDVILLE SW  
SUITE 200  
GRAND RAPIDS, MI 49503

616.540.5175

NOT FOR  
CONSTRUCTION

COPYRIGHT  
CREATE 3.P.LLC 2022

DESCRIPTION	DATE
Site Plan Approval	12/06/2022

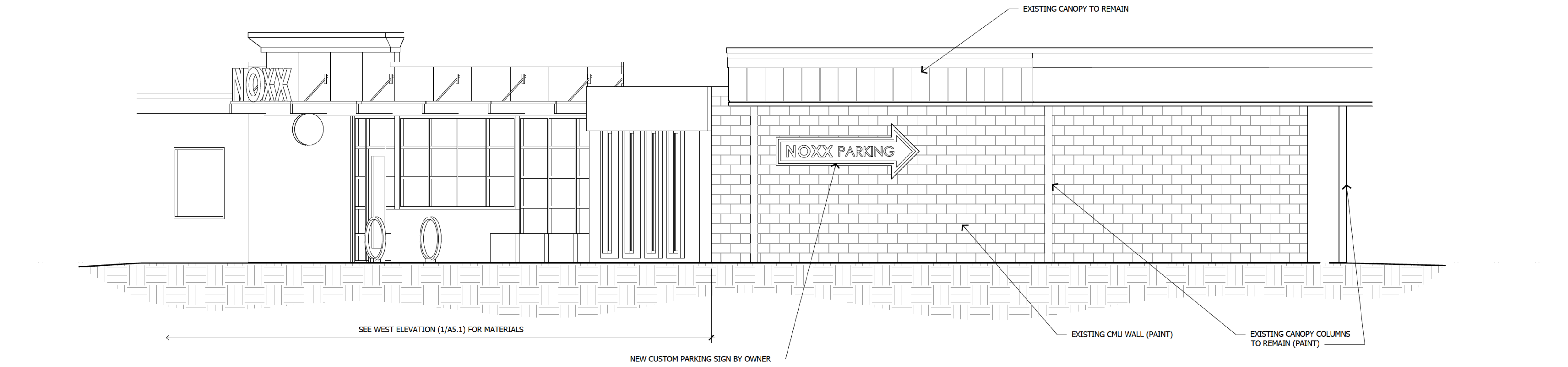
Noxx Cannabis  
Provisioning Center

23622 Woodward Ave.  
Pleasant Ridge, Michigan 48069

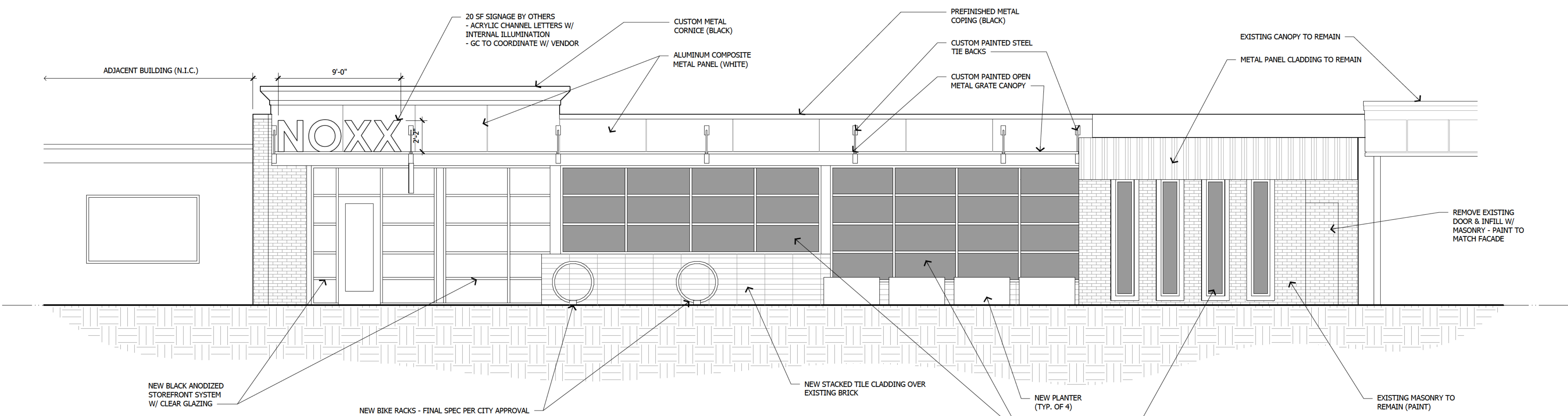
22-1004

Level 1  
Floor Plan

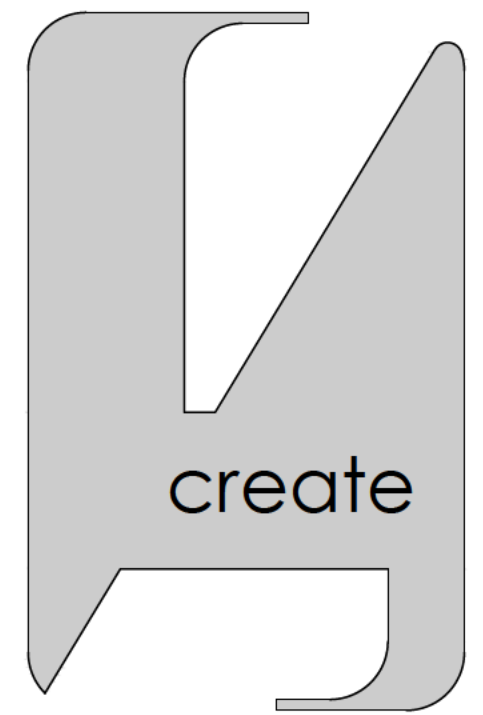
A1.1



2 SOUTH EXTERIOR ELEVATION SCALE: 1/4"= 1'-0"



1 WEST EXTERIOR ELEVATION SCALE: 1/4"= 1'-0"



100 GRANDVILLE SW  
SUITE 200  
GRAND RAPIDS, MI 49503

616.540.5175

NOT FOR CONSTRUCTION

DESCRIPTION	DATE
Site Plan Approval	12/06/2022

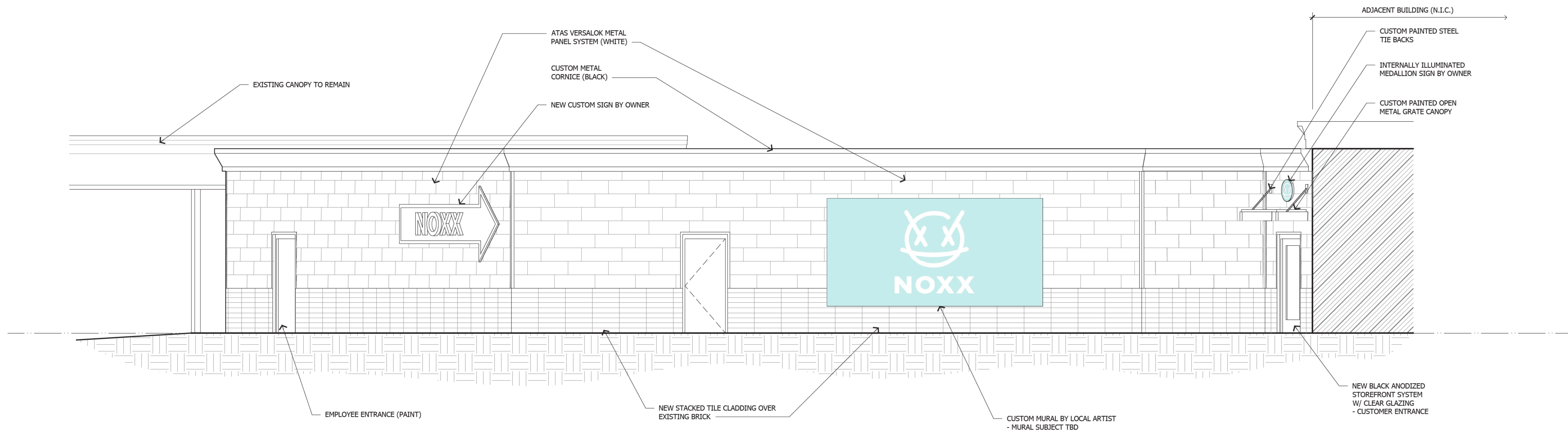
Noxx Cannabis Provisioning Center

23622 Woodward Ave.  
Pleasant Ridge, Michigan 48089

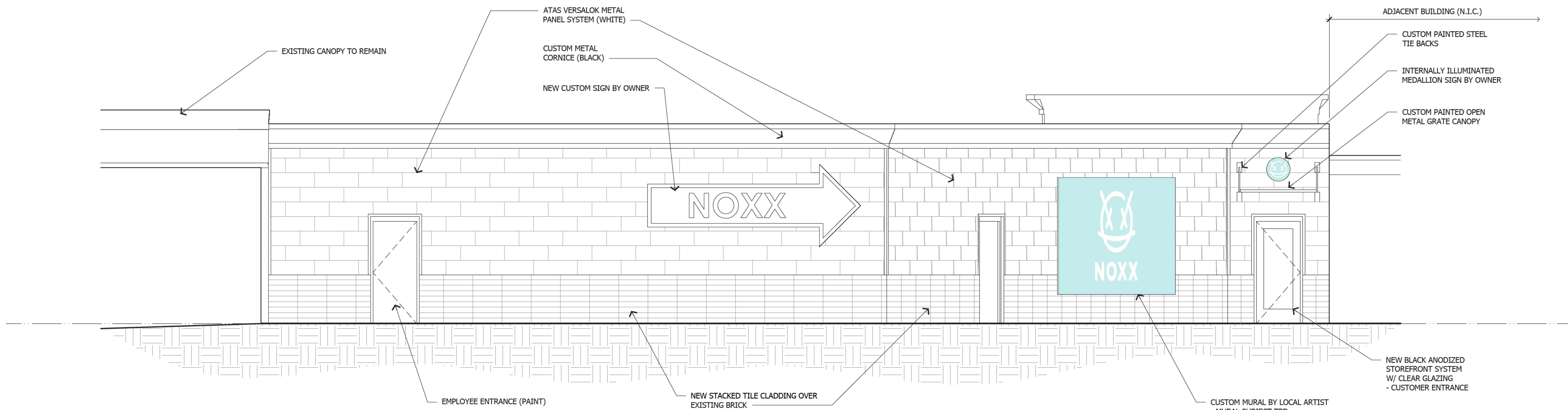
22-1004

Exterior Elevation & Perspective

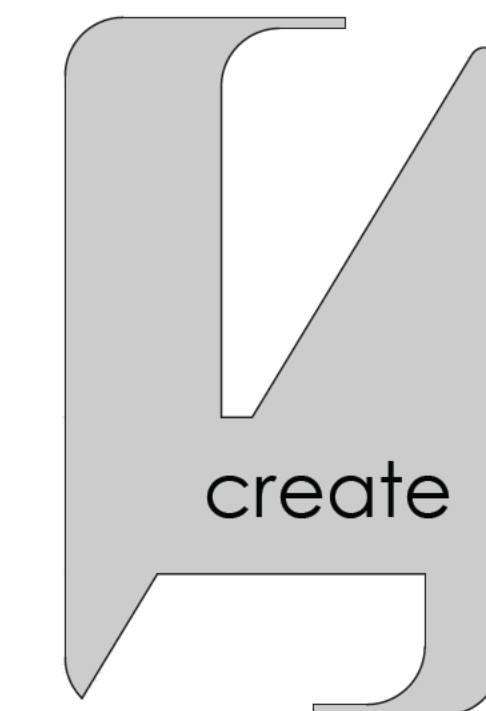
A5.1



4  
A5.2  
NORTH  
EXTERIOR ELEVATION  
SCALE: 1/4"= 1'-0"



3  
A5.2  
EAST  
EXTERIOR ELEVATION  
SCALE: 1/4"= 1'-0"



100 GRANDVILLE SW  
SUITE 200  
GRAND RAPIDS, MI 49503

616.540.5175

NOT FOR  
CONSTRUCTION

COPYRIGHT  
CREATE 3, PLLC 2022

DESCRIPTION	DATE
Site Plan Approval	12/8/2022

Noxx Cannabis  
Provisioning Center

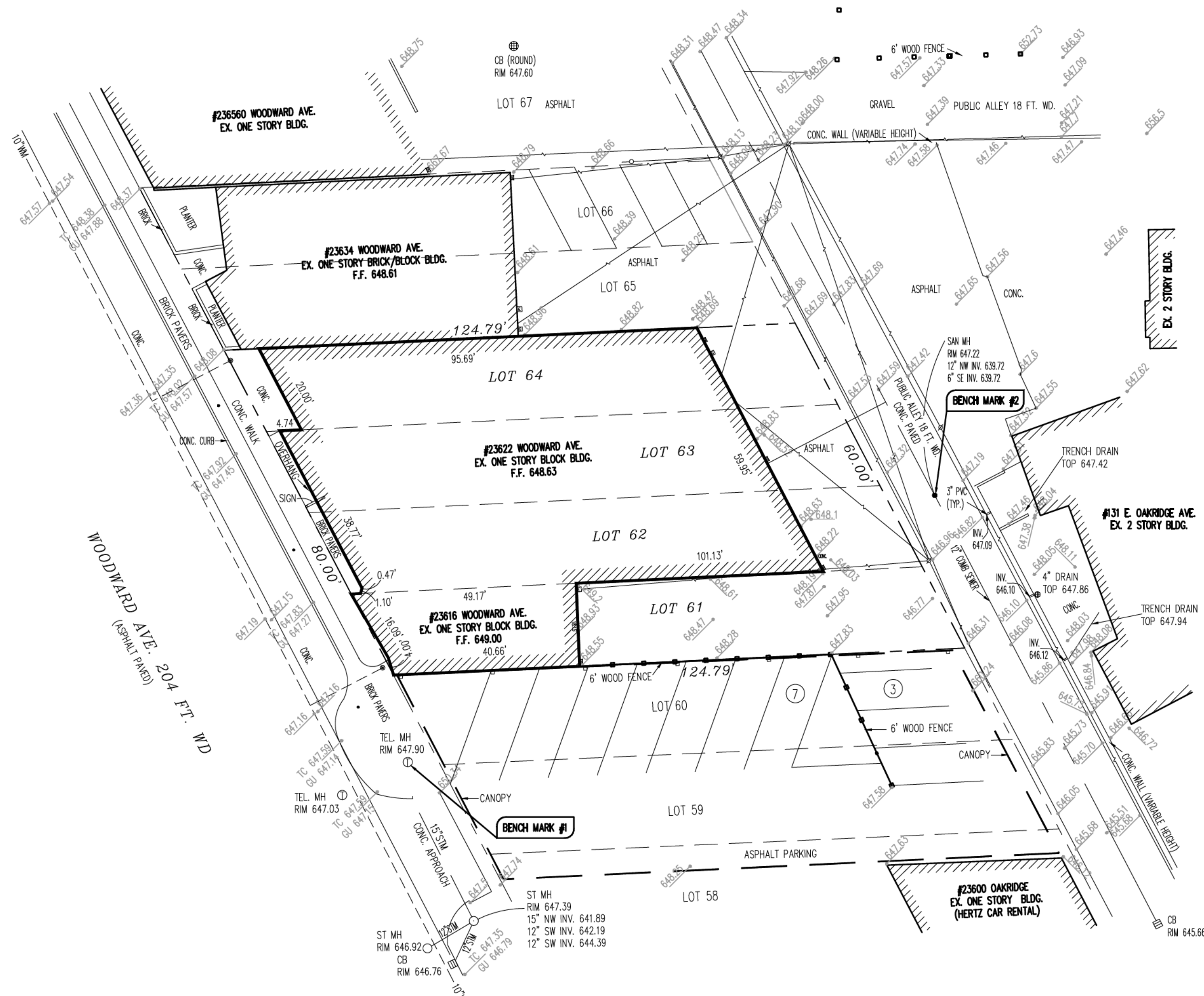
23622 Woodward Ave.  
Pleasant Ridge, Michigan 48069

22-1004

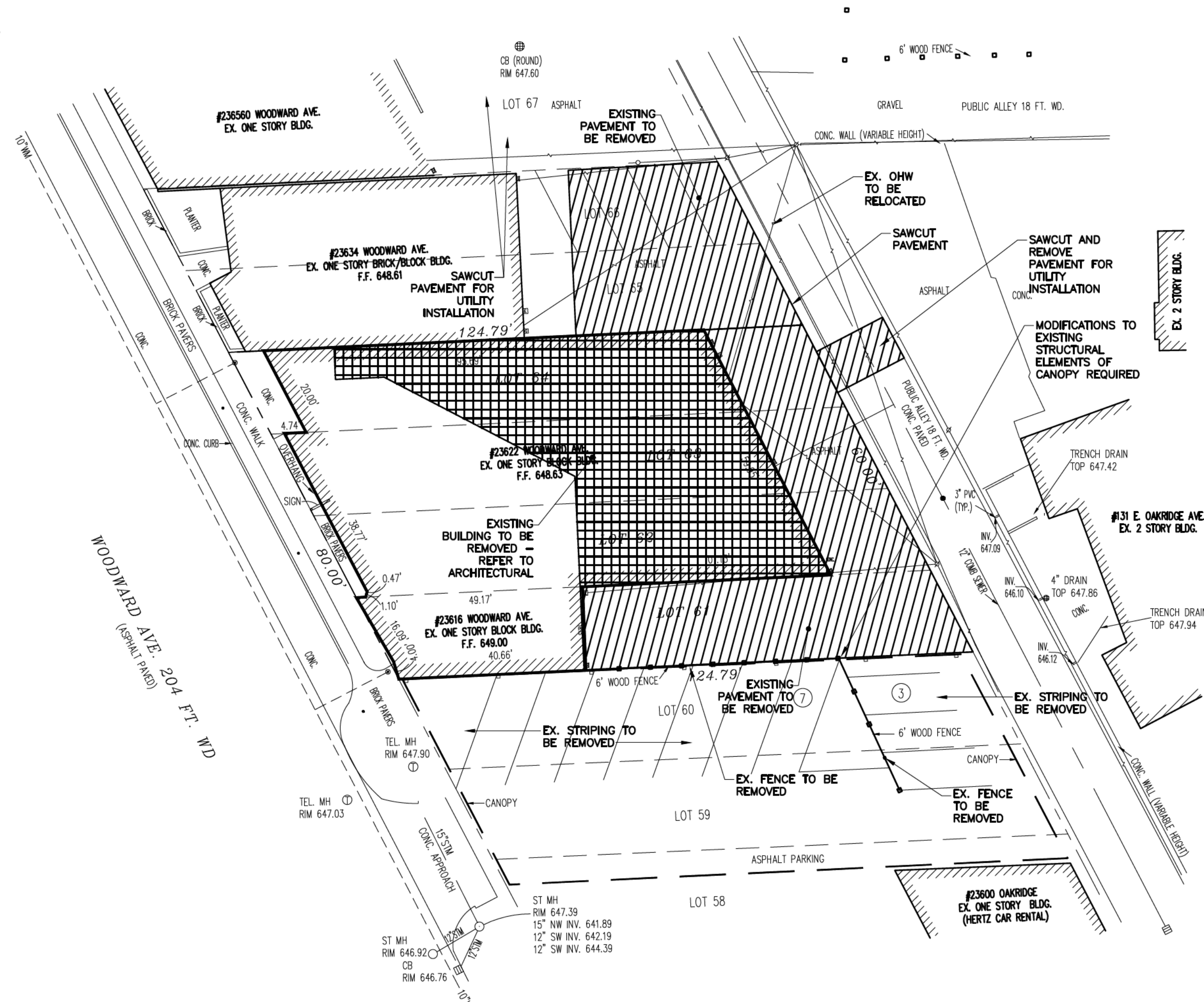
Exterior  
Elevation  
& Perspective

A5.2

# SURVEY PLAN



# REMOVAL PLAN



## REMOVAL NOTES

- 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.
- ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO STARTING REMOVALS.
- 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.
- 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.
- 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.
- ALL DEMOLITION MATERIAL SHALL BE DISPOSED OF OFF-SITE. DISPOSE OF ALL DEBRIS LEGALLY OFF-SITE.
- THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO STREETS, SIDEWALKS OTHER STRUCTURES AND ADJACENT AREAS CAUSED BY DEMOLITION OR HAULING OPERATIONS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY ACTIONS TO ENSURE WORKER SAFETY AND COMPLIANCE WITH MI-OSHA GUIDELINES.
- CONTRACTOR SHALL FULLY REMOVE ALL BUILDING STRUCTURES, SLABS AND FOUNDATIONS AS INDICATED.
- SAWCUTTING OF CONCRETE SHALL BE AT THE LOCATION INDICATED OR AT THE NEAREST JOINT.

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

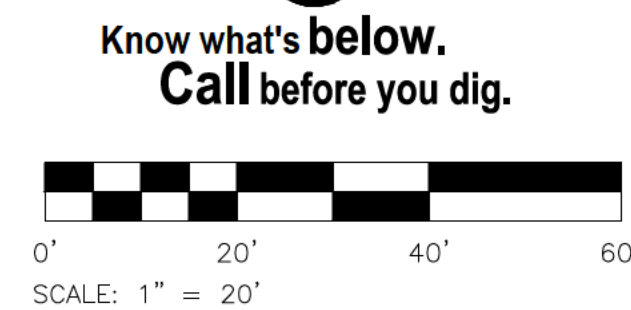
ZONING INFORMATION
ZONED: C (COMMERCIAL COMMUNITY)
SETBACKS:
FRONT: - 10'
REAR: - 10'
SIDE: - 0'

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

## LEGEND

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

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.



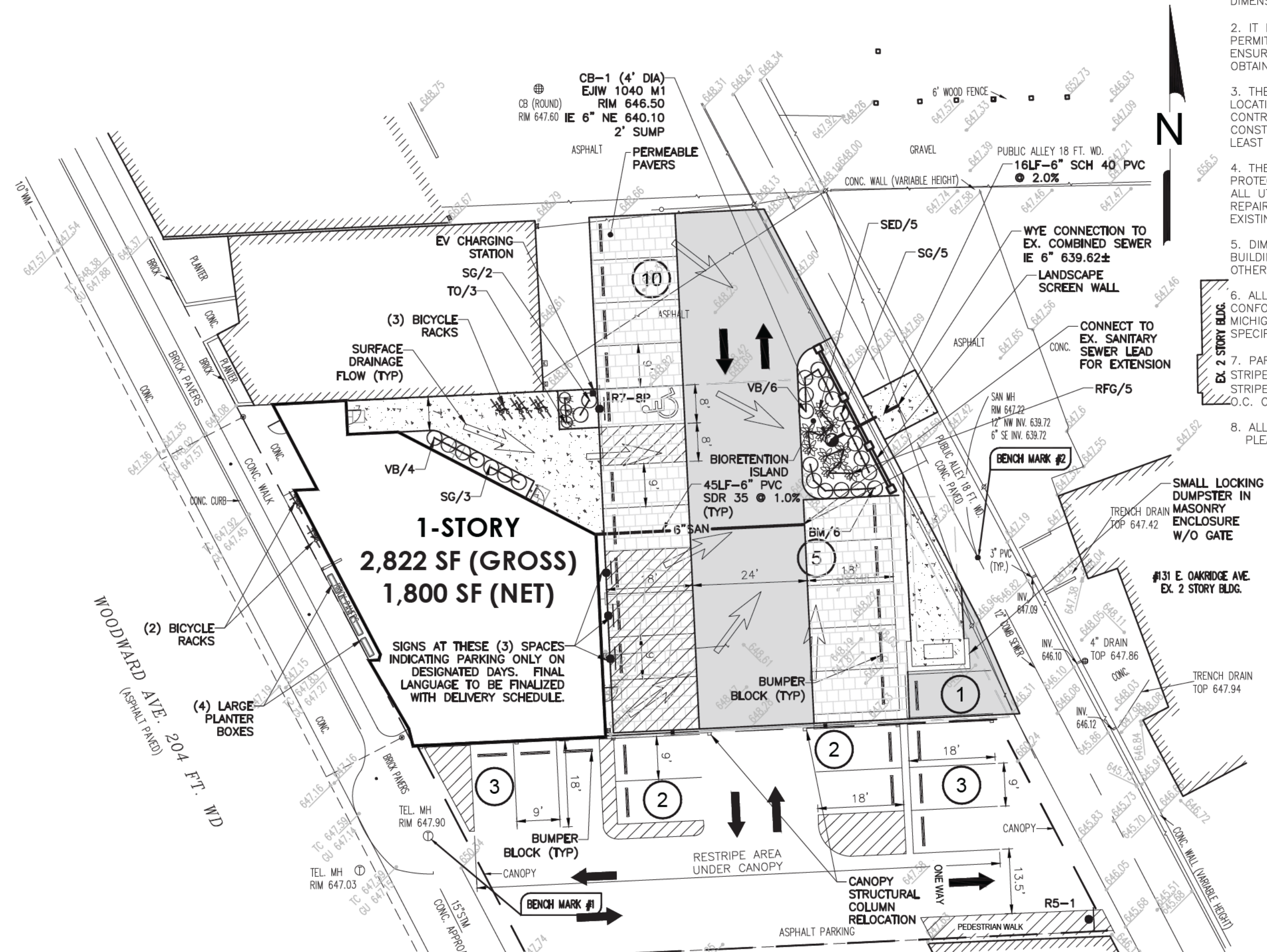
## SURVEY TECH

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

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 LAYOUT PLAN



## GENERAL NOTES

1. REFER TO ARCHITECTURAL PLANS TO VERIFY BUILDING DIMENSIONS.
2. 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.
3. 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.
4. 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.
5. DIMENSIONS ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING, EDGE OF PAVEMENT, CENTER OF STRUCTURE OR OTHERWISE INDICATED.
6. ALL PAVING MATERIALS AND OPERATIONS SHALL BE IN CONFORMANCE WITH THE CITY OF PLEASANT RIDGE AND MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.
7. PARKING STALL SPACES TO BE 4" SOLID WHITE PAINT STRIPES. HANDICAP PARKING TO BE 4" SOLID BLUE PAINT STRIPES W/ BARRIER FREE STRIPPING OF 4" SOLID BLUE @ 2' O.C. ON 45° ANGLE.
8. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF PLEASANT RIDGE STANDARDS AND SPECIFICATIONS.

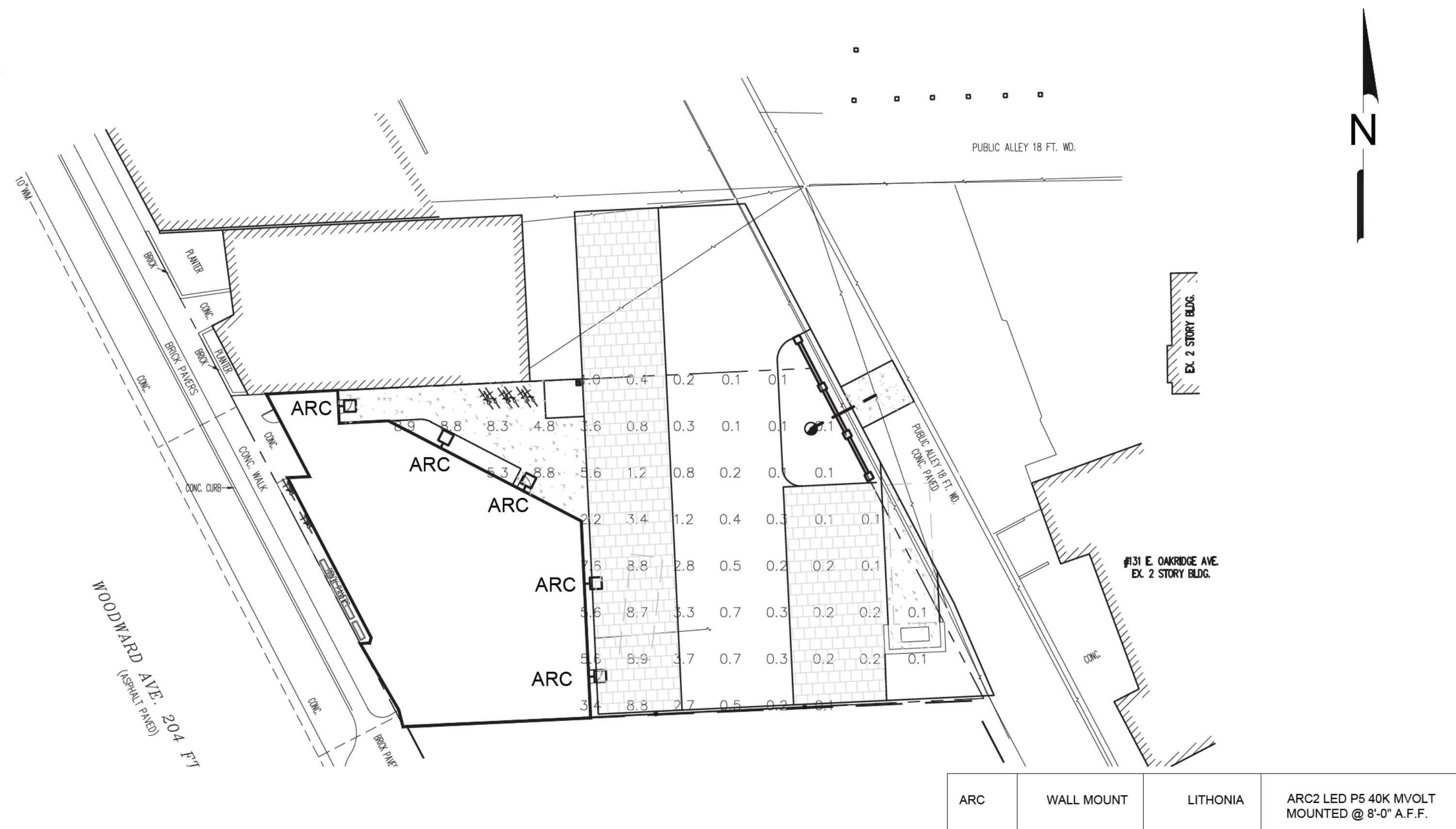
DESCRIPTION	MMUTCD
HANDICAP (VAN)	R7-8P
DO NOT ENTER	R5-1

ALL TRAFFIC SIGNAGE SHALL COMPLY WITH THE CURRENT MMUTCD STANDARDS

## SITE

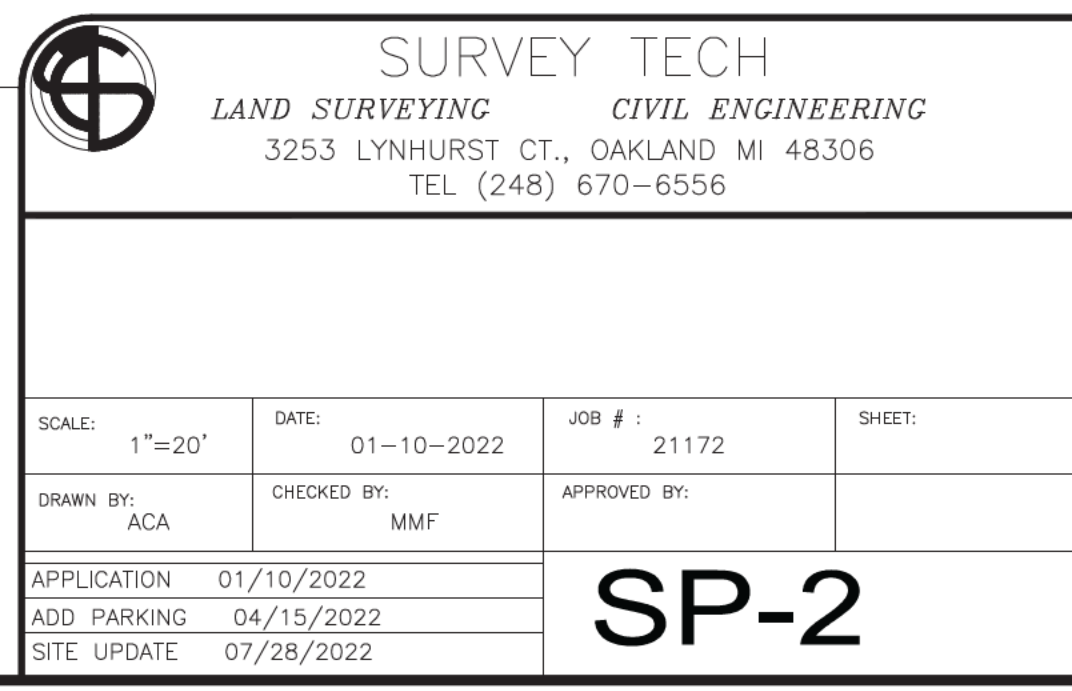
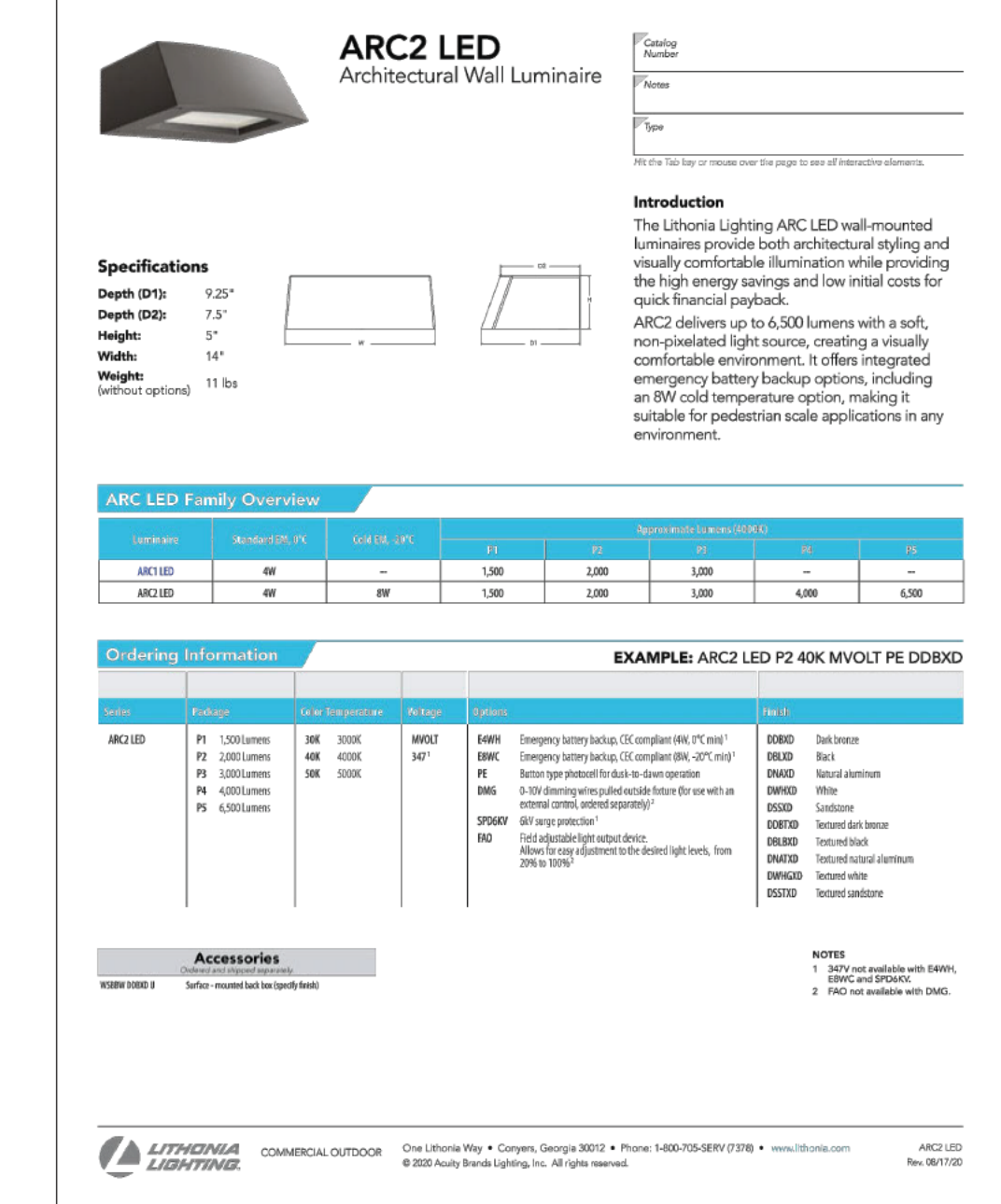
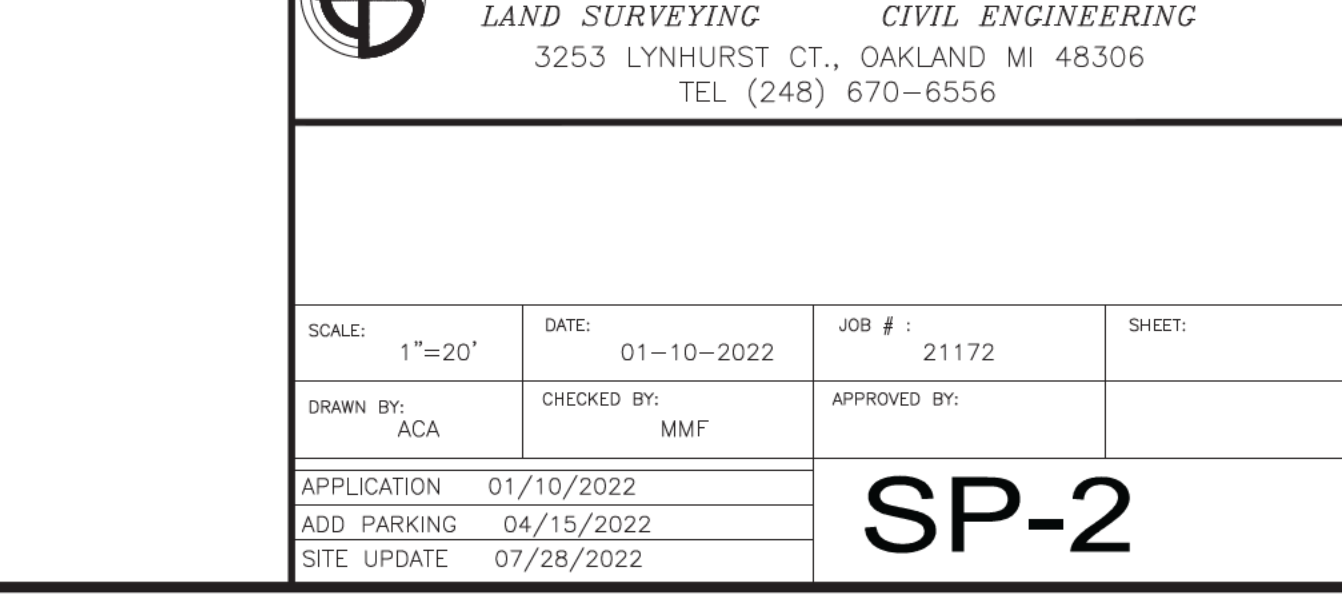
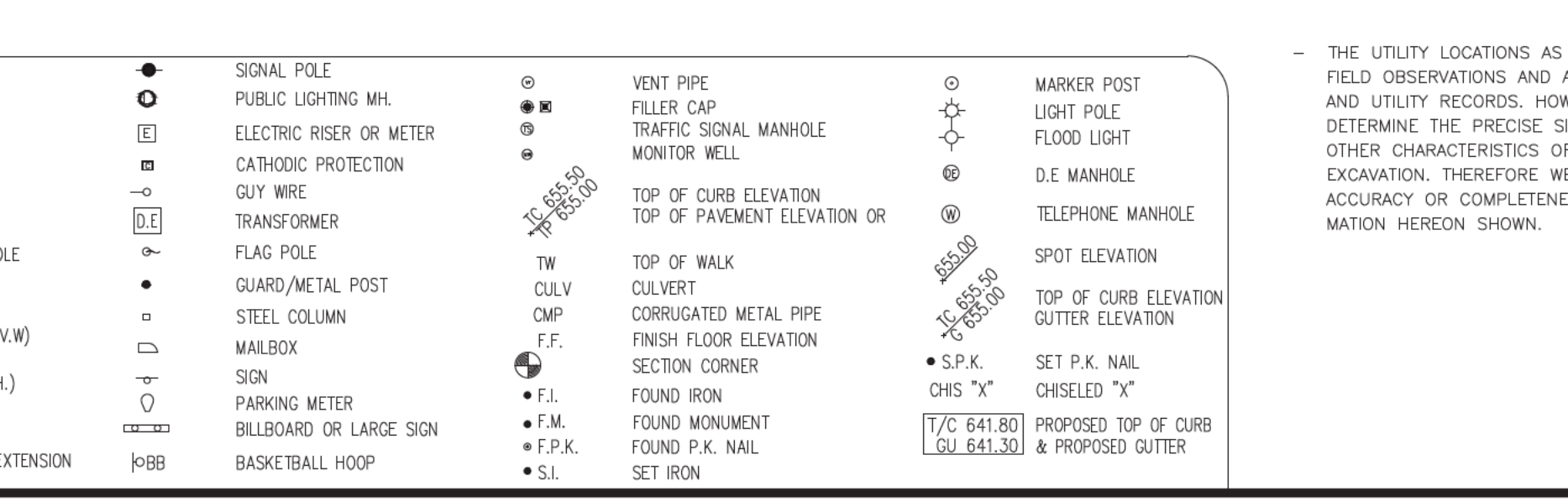
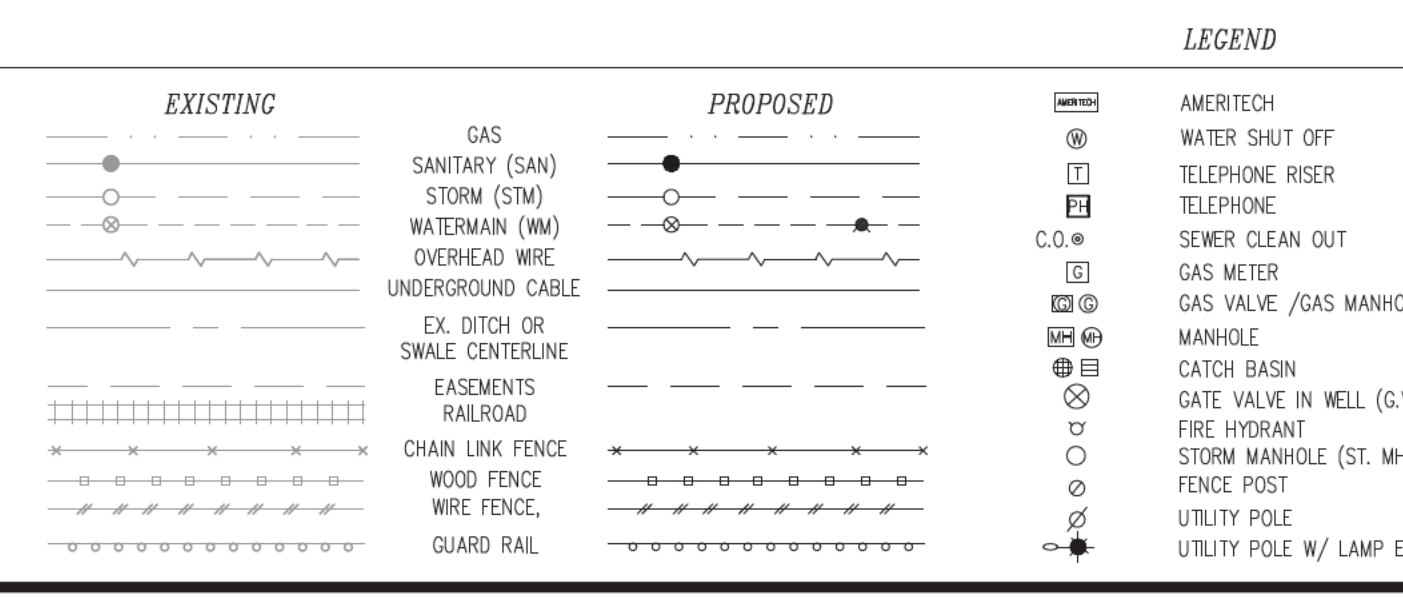
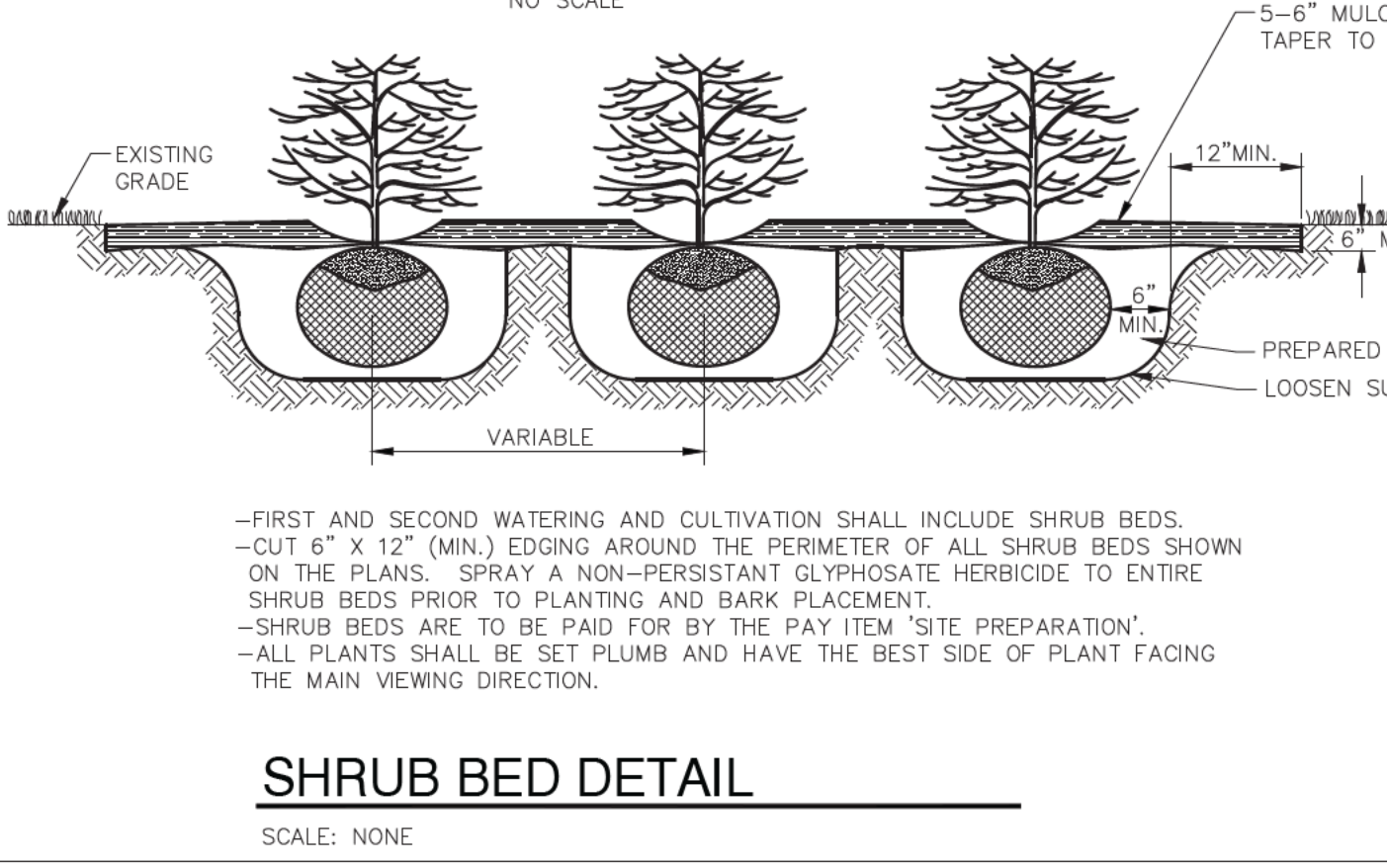
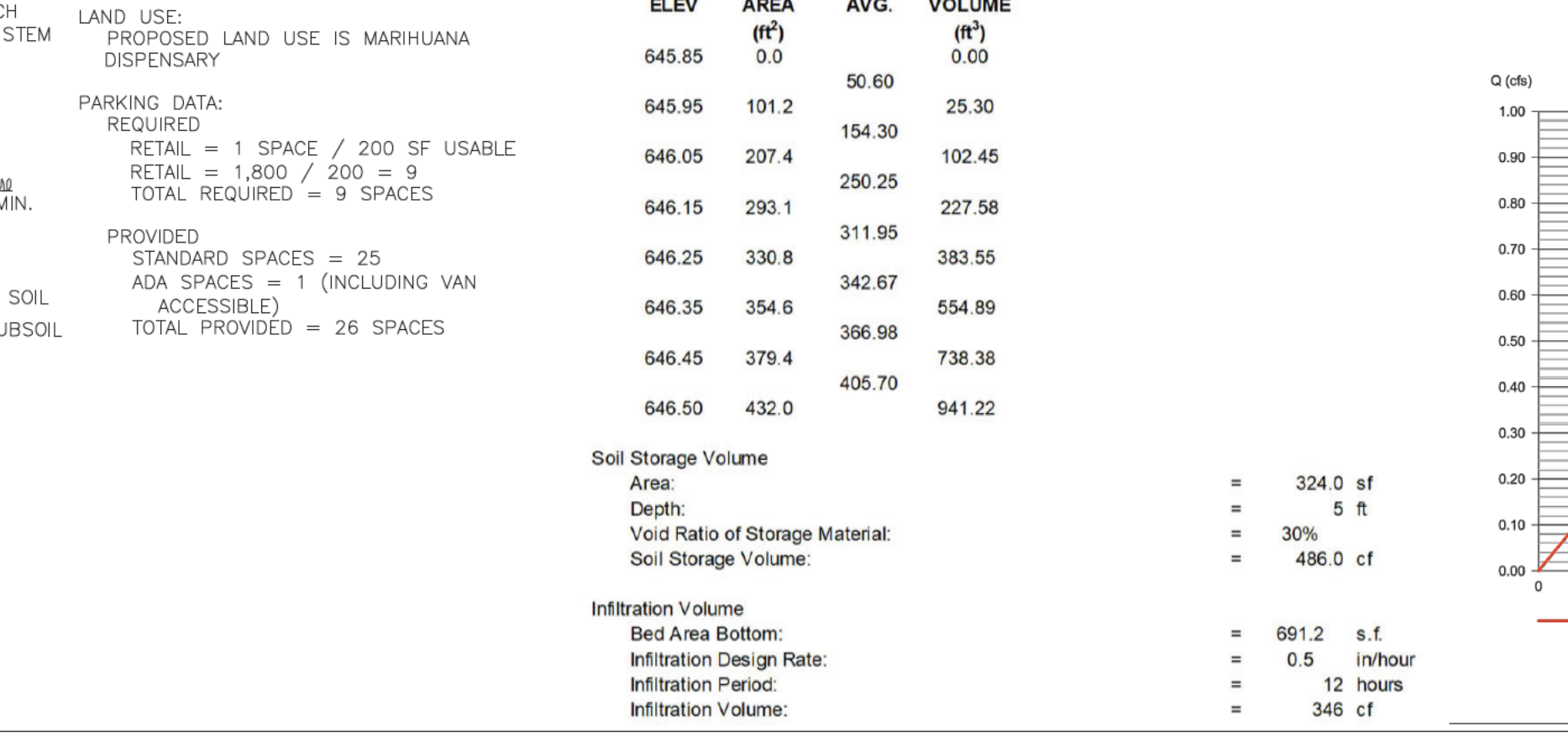
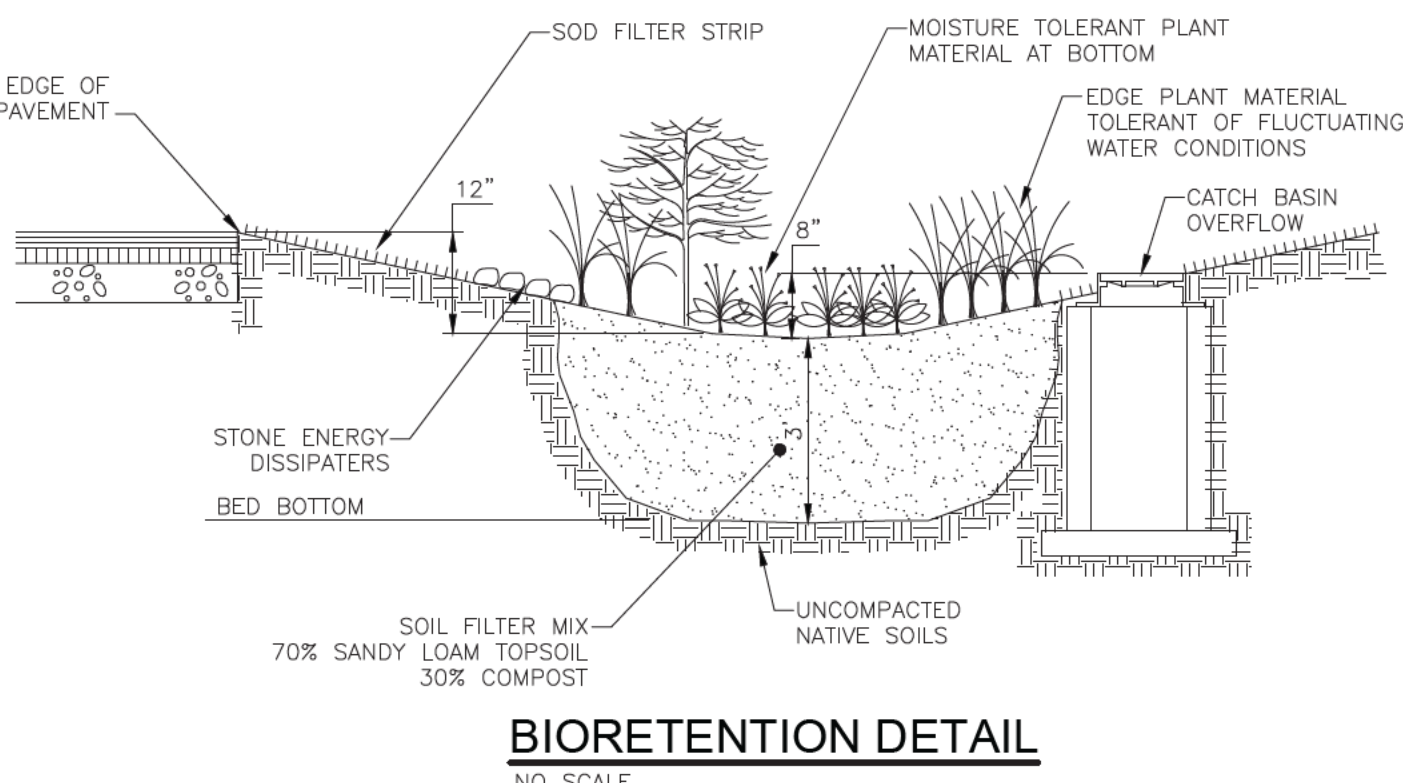
PROPERTY AREA = 9,061 S.F.  
EXISTING IMPERVIOUS AREA = 9,061 S.F.  
PROPOSED IMPERVIOUS AREA = 8,538 S.F.  
REDUCTION IN IMPERVIOUS SURFACE = -5.8%  
DRAINAGE AREA TO BIORETENTION = 10,537 (0.24 AC)

## SITE LIGHTING PLAN

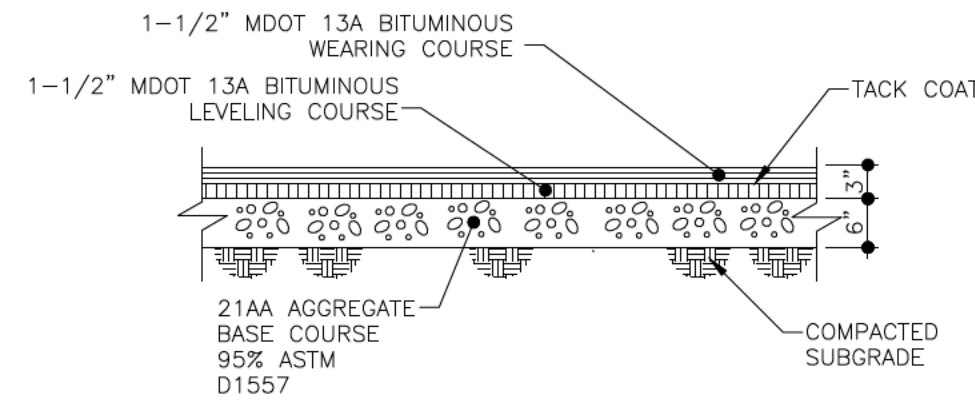


NOTE: CONTRACTOR SHALL PROVIDE INDICATED LIGHTING OR OTHERWISE APPROVED EQUAL.

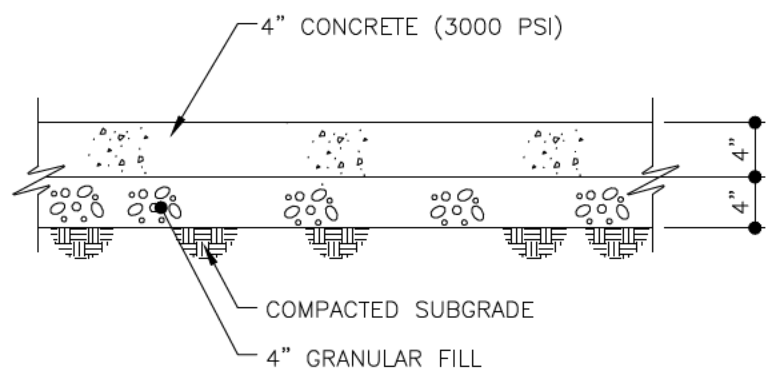
AVERAGE	MAXIMUM	MINIMUM
1.9 FC	8.9 FC	0.1 FC



SITE DETAILS

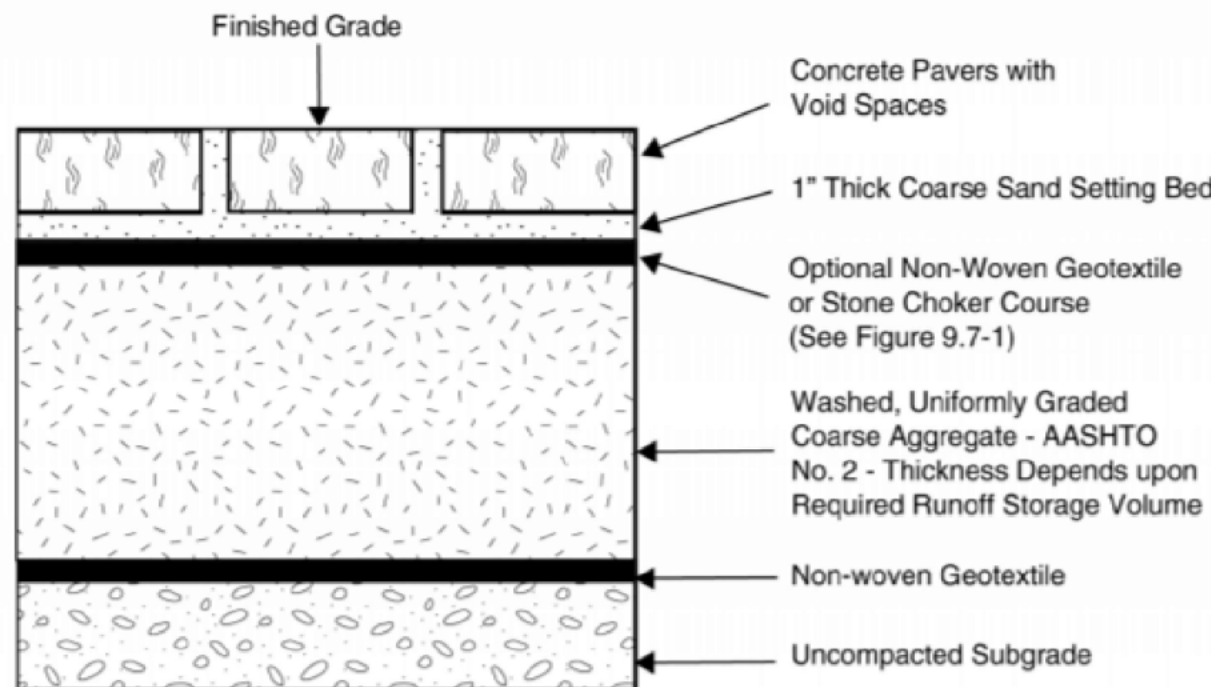


**BITUMINOUS PAVEMENT**  
NO SCALE

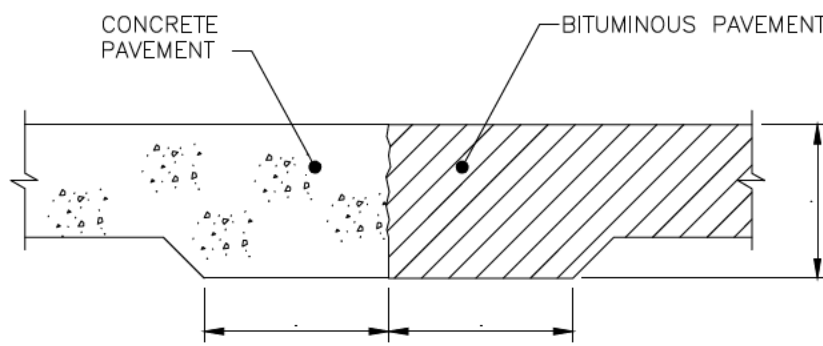


NOTE:  
CONTRACTION JOINT SHALL BE 1/4"x2 3/4" DEEP,  
SPACED AT 5'-0" INTERVALS. EXPANSION JOINTS SHALL  
BE 1/2" PREMOLDED FILLER, SPACED AT A MAXIMUM 30'  
APART. EXPANSION JOINTS TO BE PLACED BETWEEN NEW  
AND EXISTING CONCRETE.

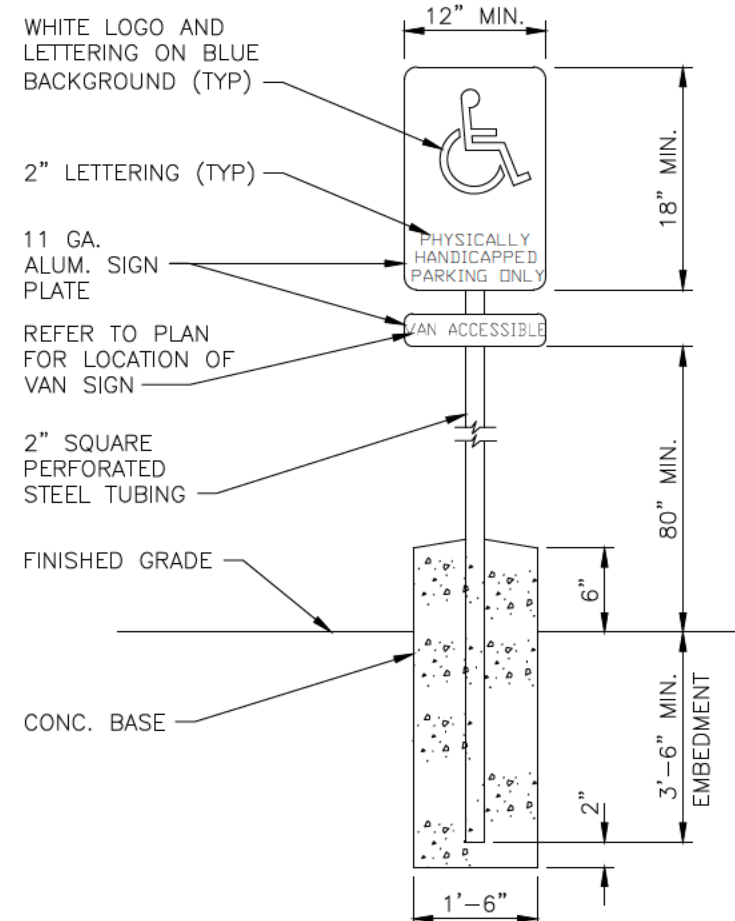
**CONCRETE WALK**  
NO SCALE



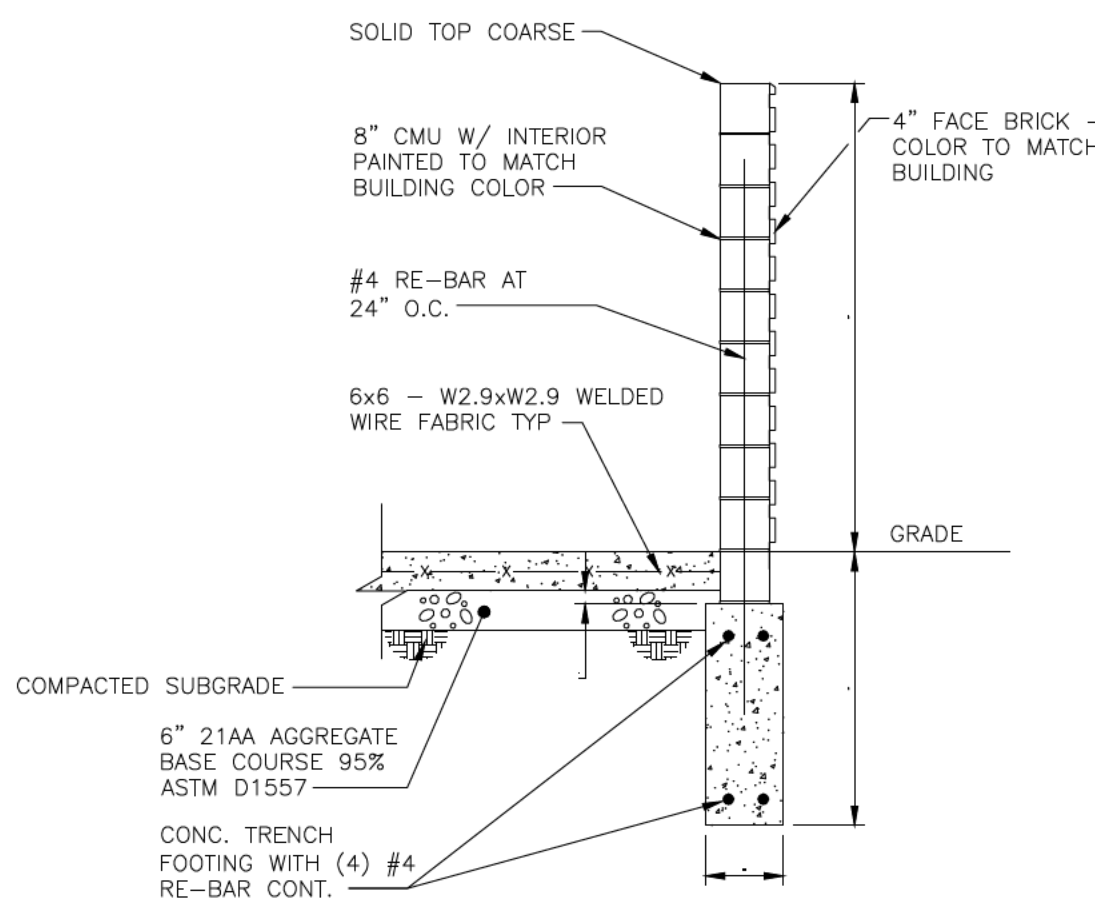
**PERMEABLE PAVER SECTION**  
NO SCALE



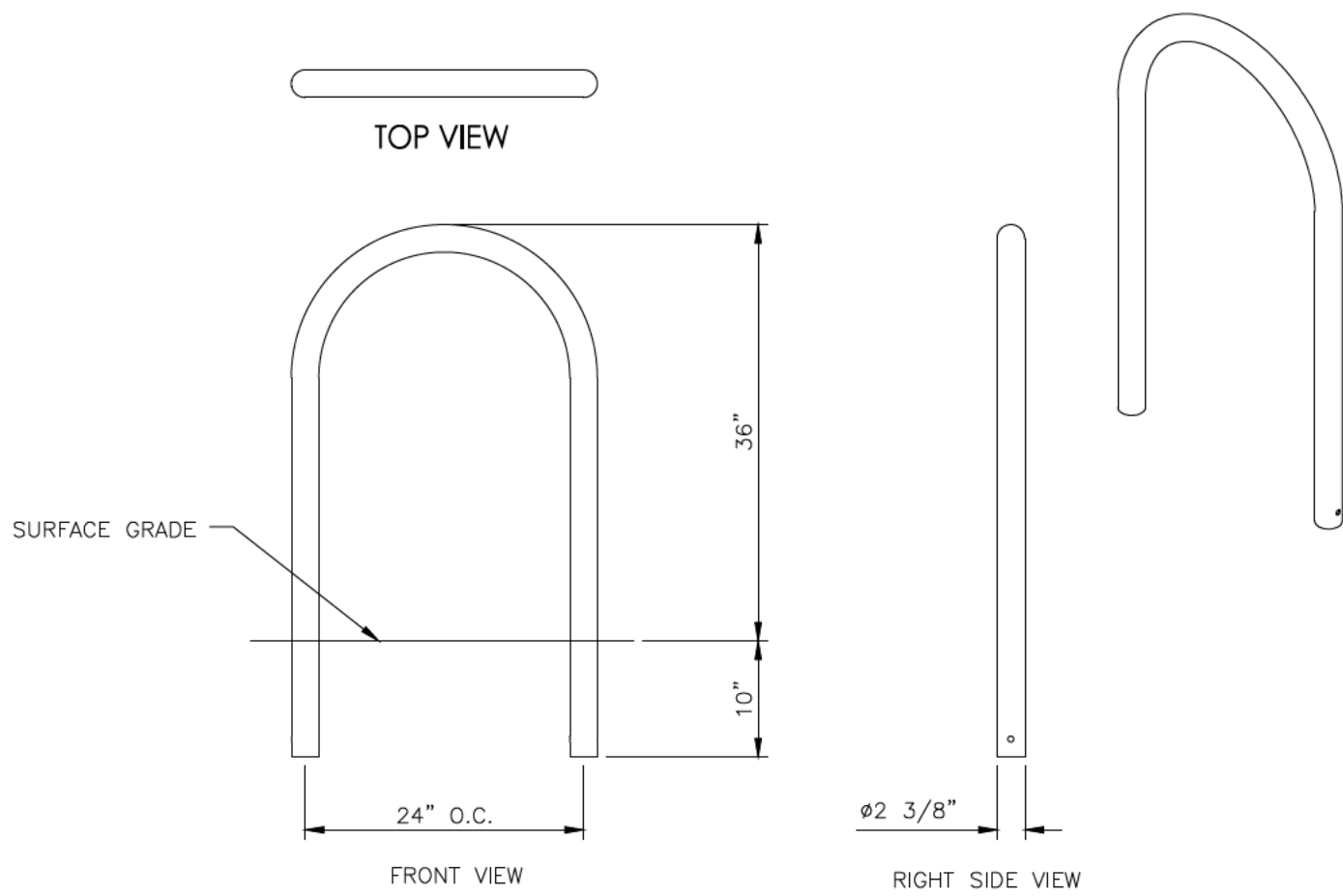
**TURNDOWN PAVEMENT SECTION**  
NO SCALE



**TYPICAL HANDICAP SIGN**  
NO SCALE



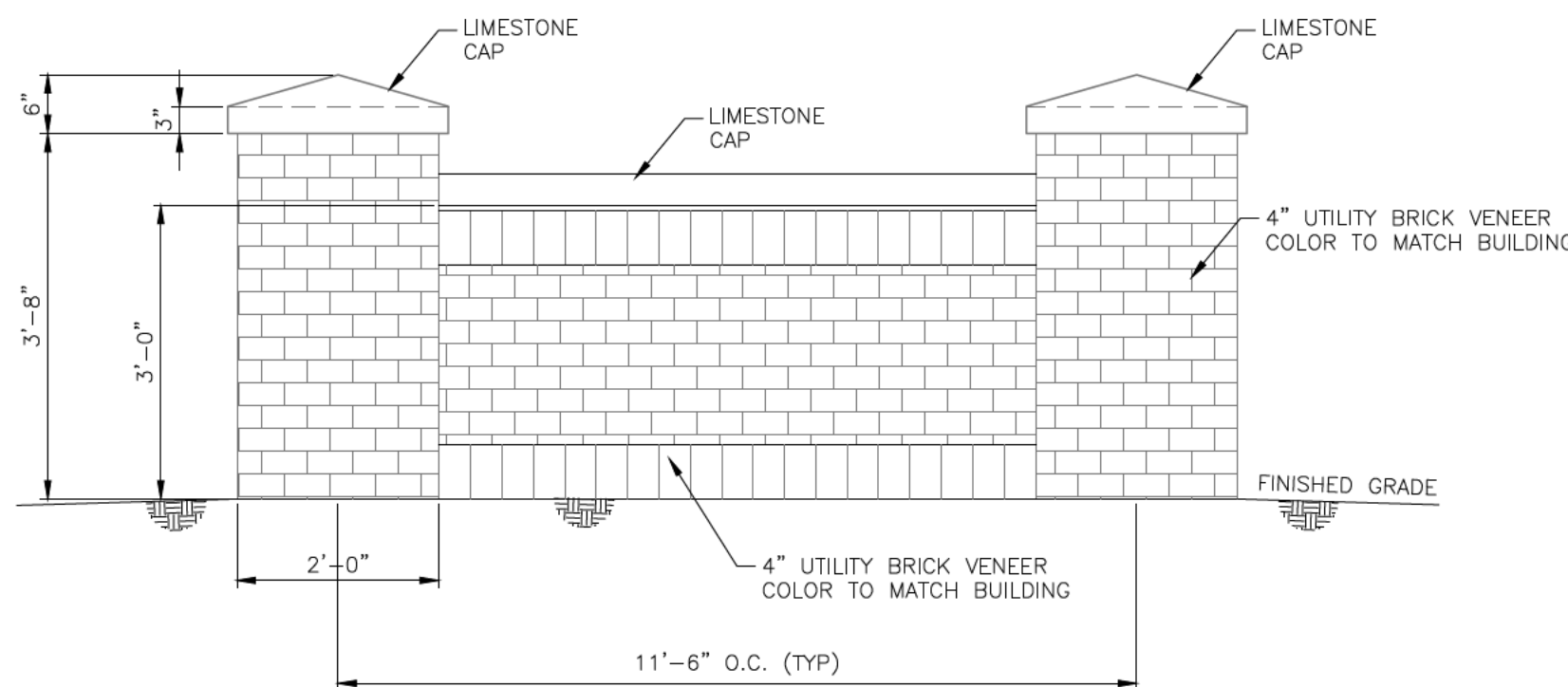
**DUMPSTER WALL**  
NO SCALE



**BIKE RACK**  
NO SCALE

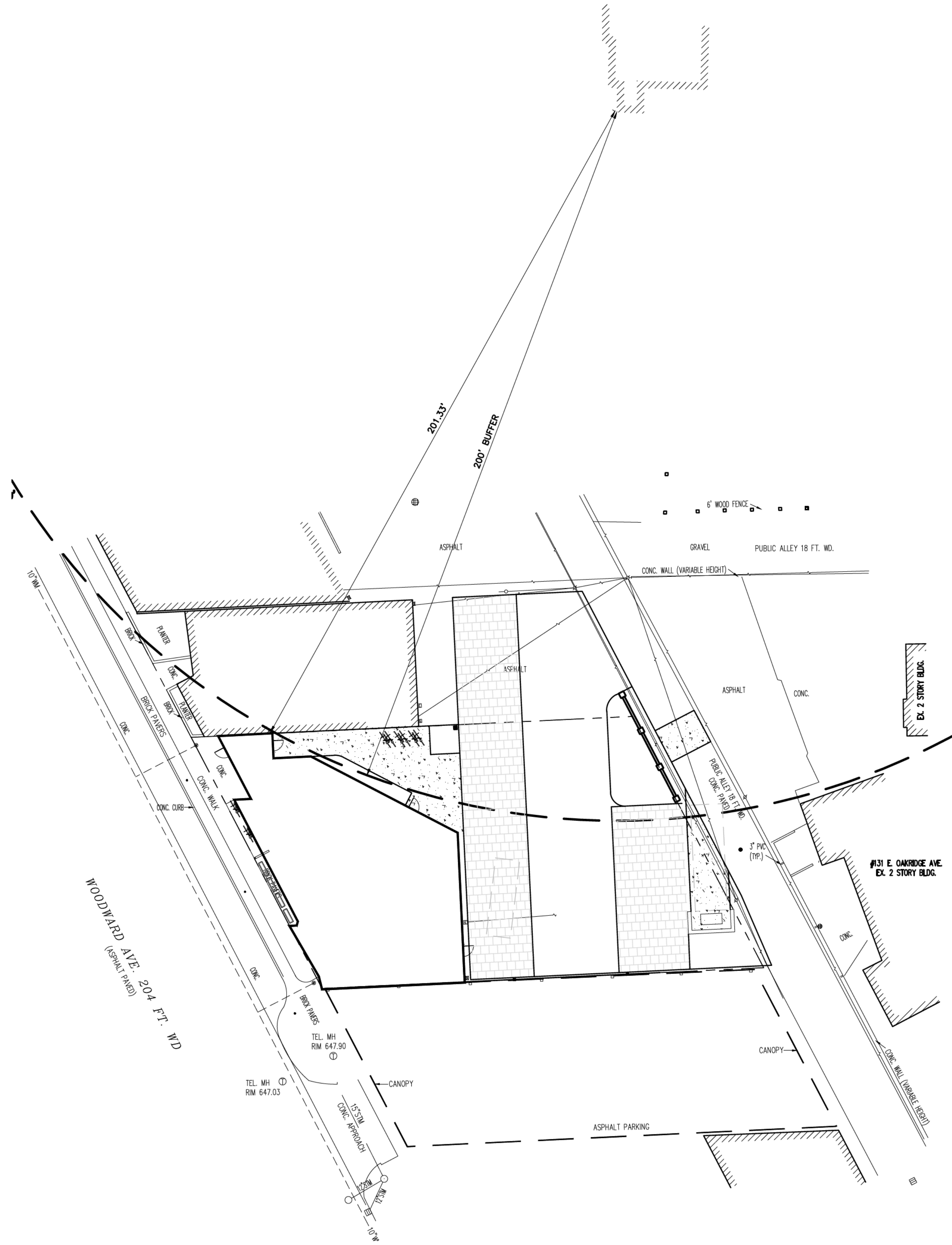
MATERIAL LIST:  
1. TUBING- Ø 2 3/8"x1.54" WALL STEEL TUBING

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



**LANDSCAPE SCREEN WALL**  
NO SCALE

BUFFER PLAN

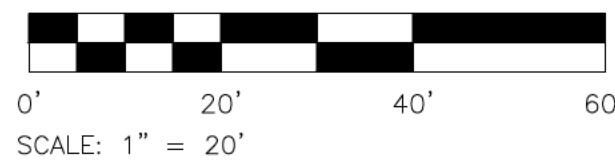


EXISTING		PROPOSED		LEGEND	
	GAS		SANITARY (SAN)		AMERITECH
	STORM (STM)		WATERMAIN (WM)		WATER SHUT OFF
	OVERHEAD WIRE		UNDERGROUND CABLE		TELEPHONE RISER
	EASEMENT		CHAIN LINK FENCE		SEWER CLEAN OUT
	RAILROAD		WOOD FENCE		GAS METER
	WIRE FENCE		GUARD RAIL		GAS VALVE / GAS MANHOLE
	GUARD RAIL				MANHOLE
					CATCH BASIN
					GATE VALVE IN WELL (G.V.W)
					FIRE HYDRANT
					STORM MANHOLE (ST. MH.)
					FENCE POST
					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
					TOP OF CURB ELEVATION
					GUTTER ELEVATION
					S.P.K.
					CHS 'X'
					SET P.K. NAIL
					CHISELED 'X'
					PROPOSED TOP OF CURB
					PROPOSED GUTTER

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 INFOR-  
MATION 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

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-3**

# PLEASANT RIDGE / WOODWARD VIEW



Property of Noxx Cannabis

# PLEASANT RIDGE / WOODWARD SIDE VIEW



Property of Noxx Cannabis

# PLEASANT RIDGE / REAR OVERVIEW



Property of Noxx Cannabis

# PLEASANT RIDGE / REAR DETAIL



Property of Noxx Cannabis

# PLEASANT RIDGE / AWNING DETAIL



Property of Noxx Cannabis



MARIJUANA RETAILER / PROVISIONING CENTER  
23622 & 23616 WOODWARD AVE,  
PLEASANT RIDGE, MI, 48069  
NEIGHBORHOOD COMPATABILITY

## BACKGROUND

**The City of Pleasant Ridge previously approved the Marijuana Facilities License for Skymint Cannabis at the subject address. Skymint no longer desires to move forward with the plans to develop 23622 & 23616 Woodward Avenue for a marijuana facility, however the property owner is prequalified through the State of Michigan to operate a Medical and Adult Use Cannabis Facility in accordance with the MRTMA & MMFLA. Therefore, the applicant has arranged to apply with very few modifications for the same location previously approved.**

## CANNABIS ORDINANCE

The proposed location is within the C Zoning District, which allows for Cannabis Dispensaries.

The proposed location is outside of the 200-foot buffer residentially zoned properties within the City of Pleasant Ridge.

All required permits will be obtained prior to demolition or construction of any structures on the site.

All signs will comply with the regulation of Section 82-196 Facilities Signs and all required permits will be obtained prior to the erection of any signs.

## TRAFFIC FLOW

The proposed site development will greatly improve interior traffic flow on the site and will not have a negative impact on the Woodward corridor. Please see the Attached traffic study for further information.

## BUILDING AESTHETICS

The modifications to the building, the front façade, and the improvement in materials throughout the site will improve the current appearance of the site. In addition, NOXX is committed to continuing to work with a Pleasant Ridge representative to design the mural on the rear of the building.

## LANDSCAPING, LIGHTING, PARKING, AND SURROUNDING AREAS

The proposed site design will create significant improvement on the site and the surrounding area by increasing green space and providing more vegetation on site. The lighting, proper grading and screening of the dumpster will beautify the site and provide additional safety.

## PARKING REQUIREMENTS

Proposed Facility:

Gross Area: 2,822 square feet

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



MARIJUANA RETAILER / PROVISIONING CENTER  
23622 & 23616 WOODWARD AVE,  
PLEASANT RIDGE, MI, 48069  
NEIGHBORHOOD COMPATABILITY

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

#### COMMUNITY OUTREACH

In addition to meeting the requirements of Ordinance No. 445 our staff representative has met with member of the public on site on October 5<sup>th</sup>, 2022, to discuss proposed development and answer any questions raised by attendees. All attendees were provided with staff contact information. To date, all questions presented by the neighbors have been answered and our staff is committed to continued communication.

# 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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## APPENDICES

- A: Turning Movement Counts
- B: Synchro Results Printouts
- C: Site Plan

**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

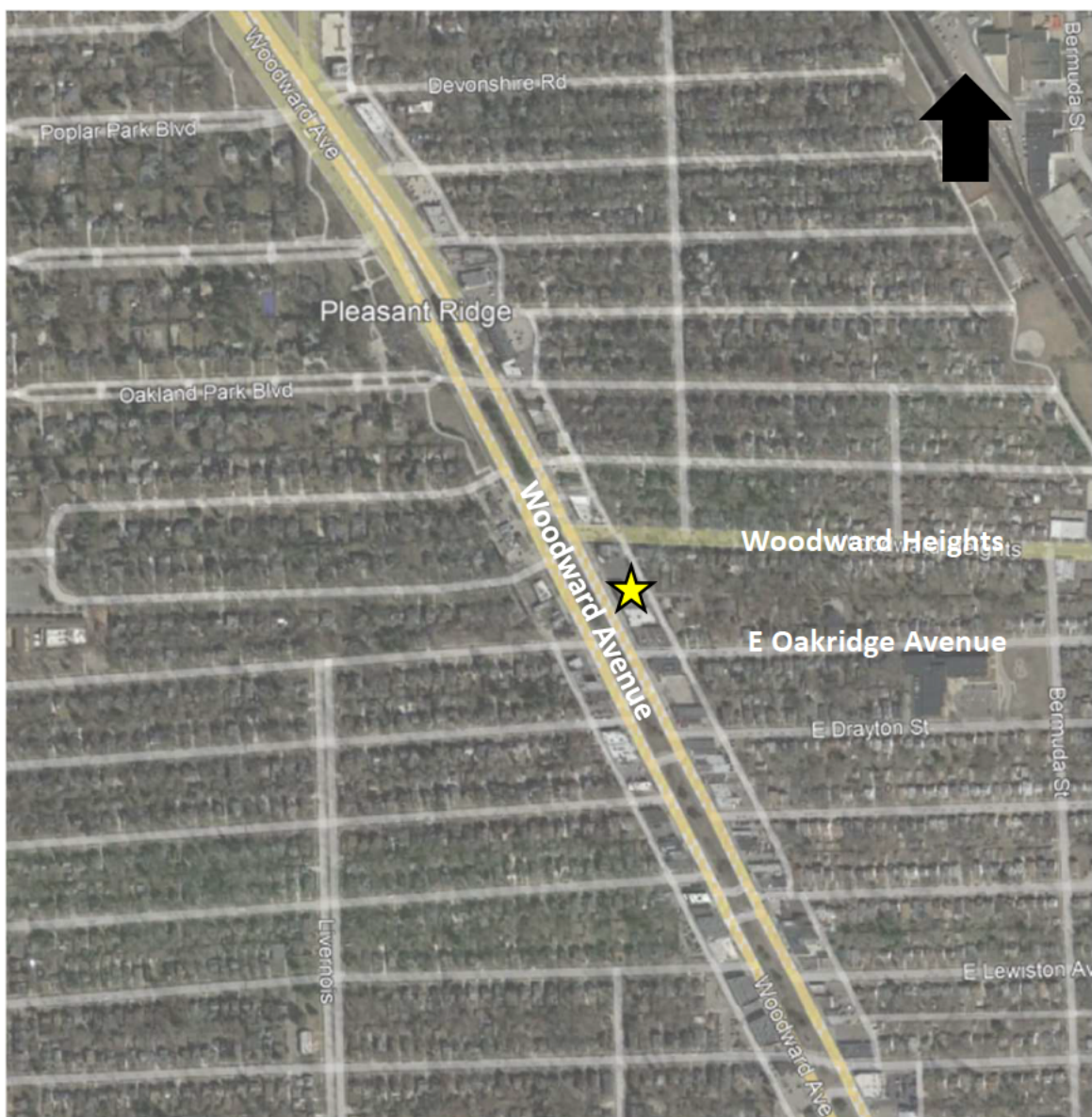
**STUDY AREA**

**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**.

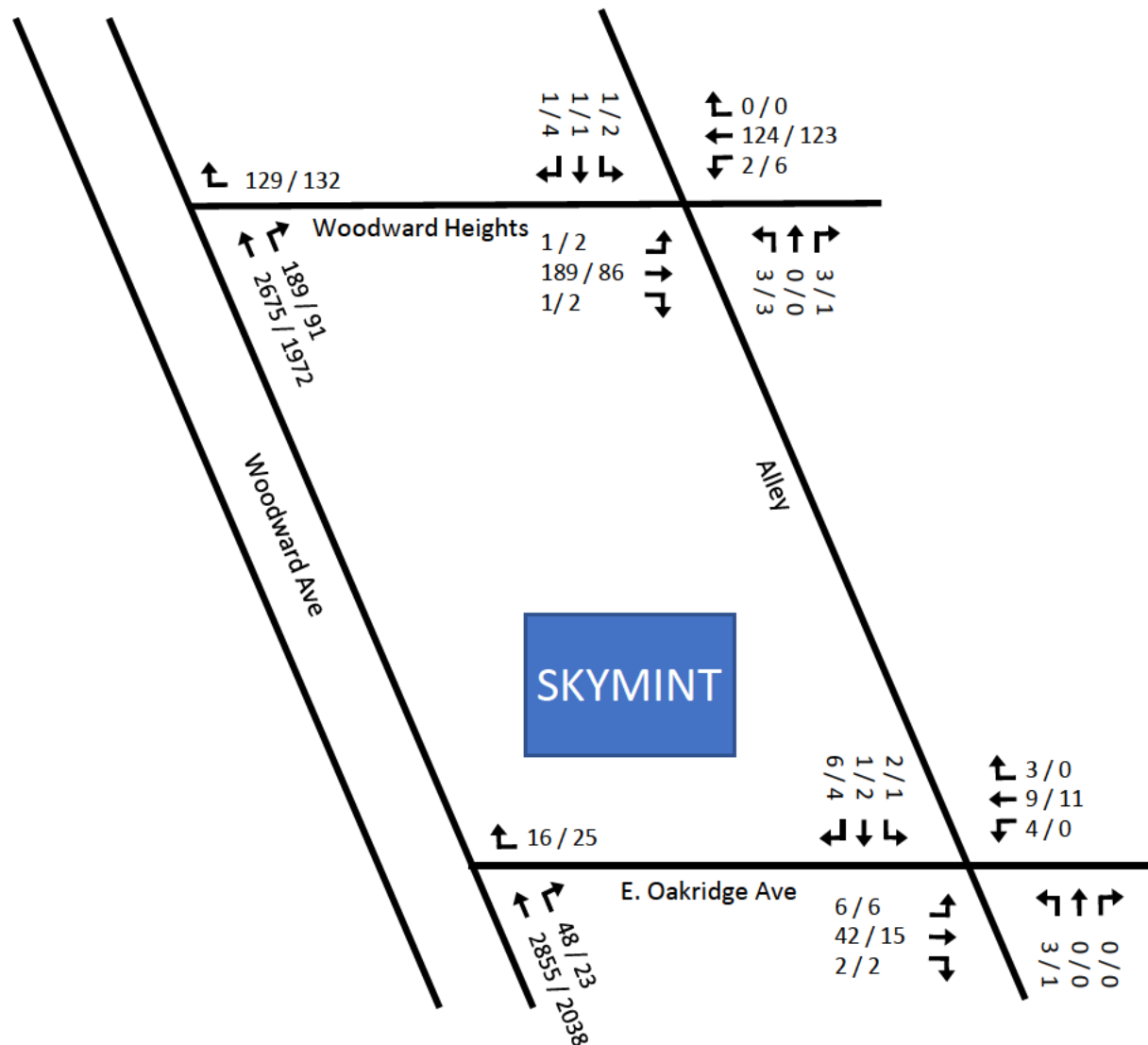
**Data Collection**

Data collection at the study intersections was performed by Quality Counts on Tuesday, July 12<sup>th</sup>, and Saturday, July 9<sup>th</sup> & 16<sup>th</sup>, 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**.



**Figure 1. Study Area**

N.T.S.



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

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 (11<sup>th</sup> 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 Summary<sup>1</sup>

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

<sup>1</sup> 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 – 11<sup>th</sup> 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.

N.T.S.

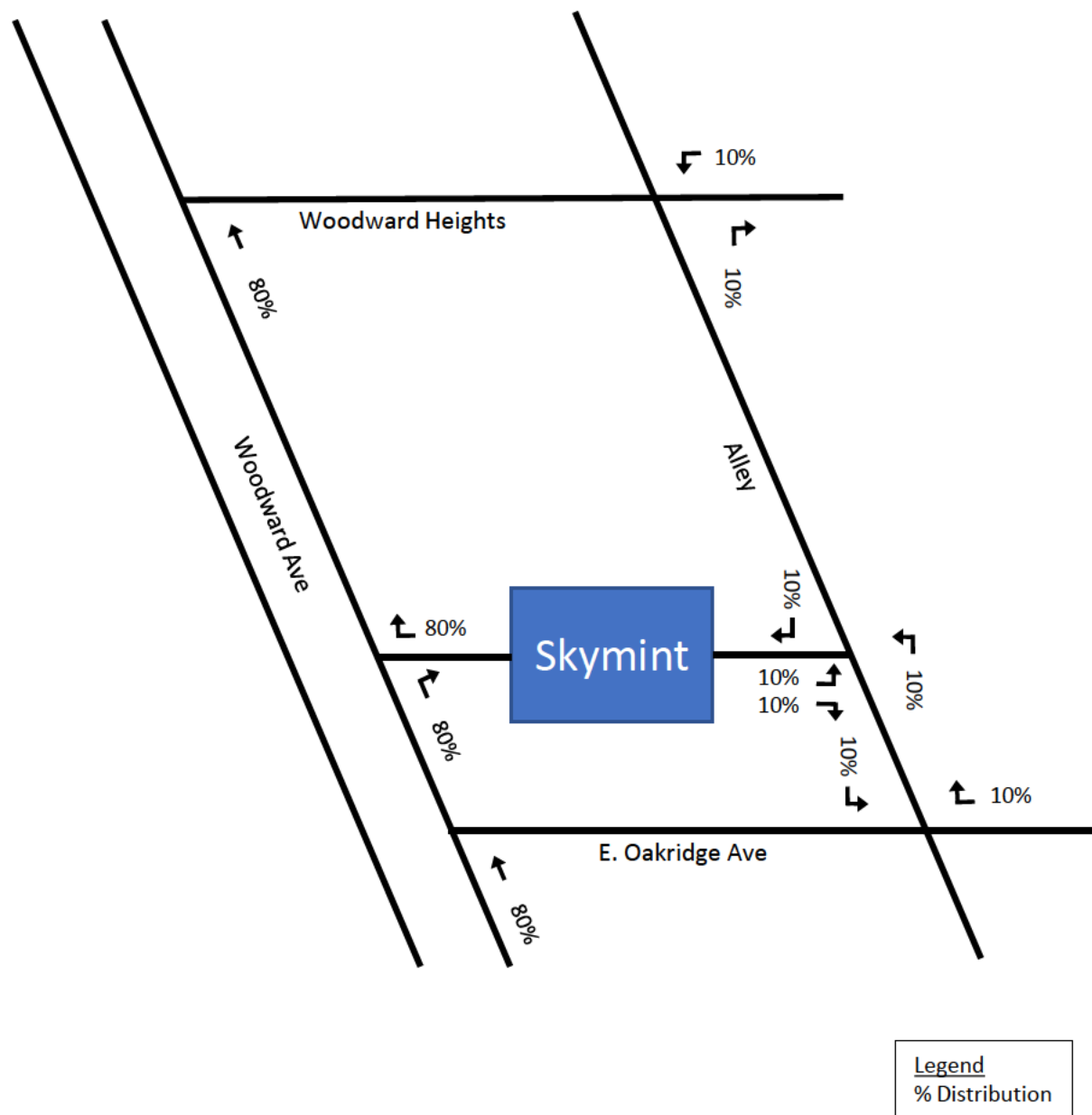
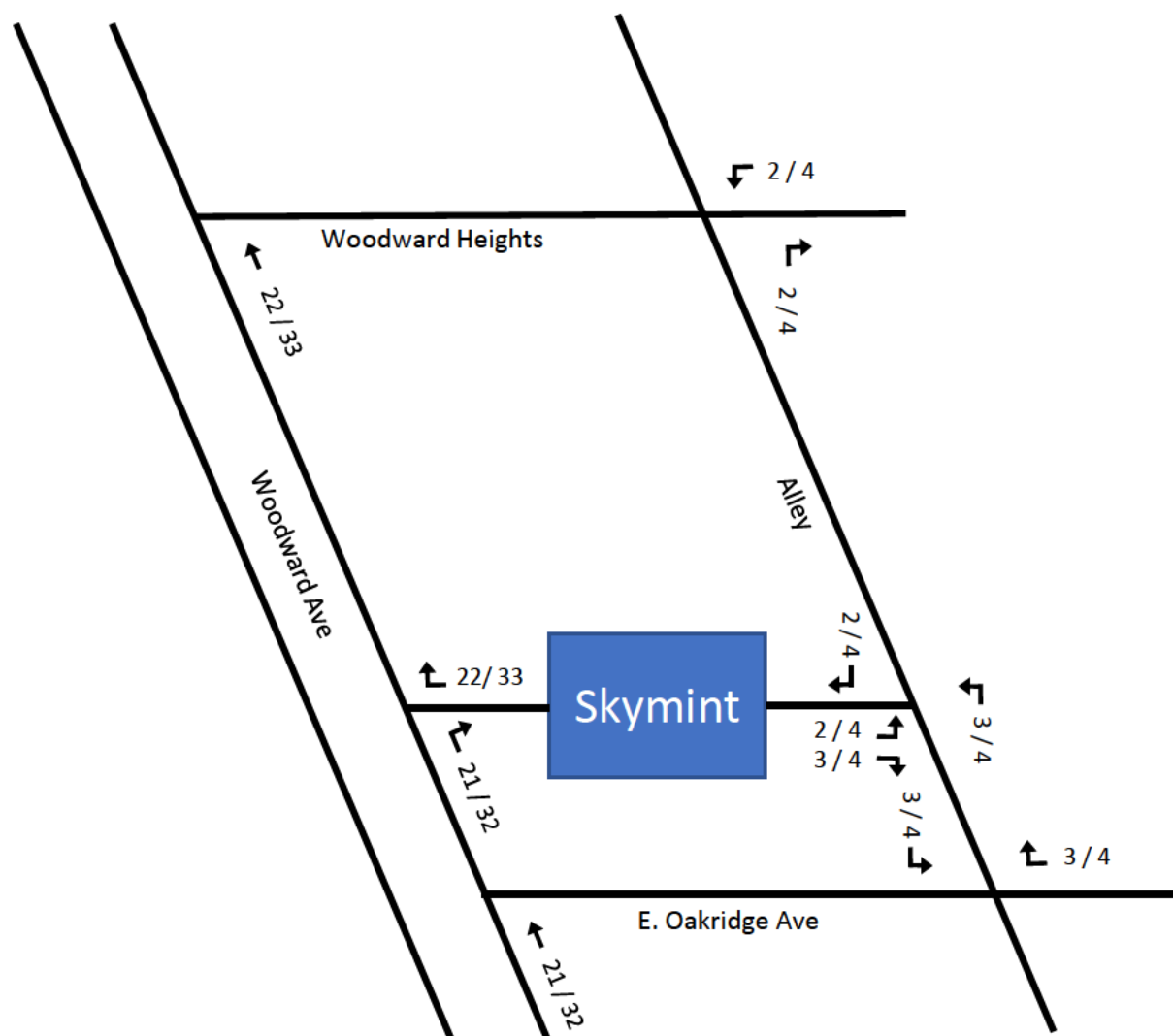


Figure 3. Trip Distribution

N.T.S.



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

Figure 4. Trip Assignment

N.T.S.

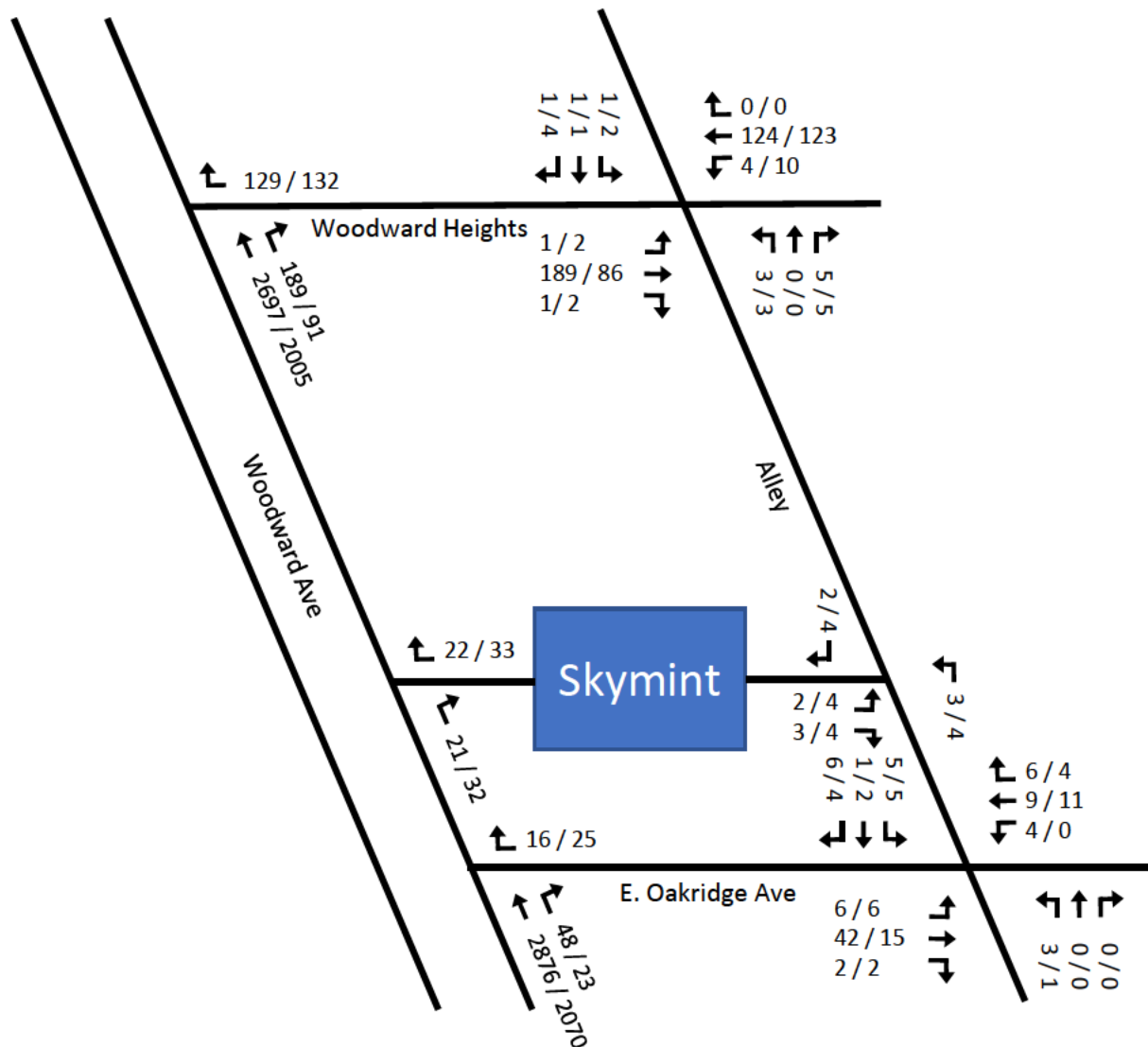


Figure 5. Future Traffic Volumes

## CONCLUSIONS AND RECOMMENDATIONS

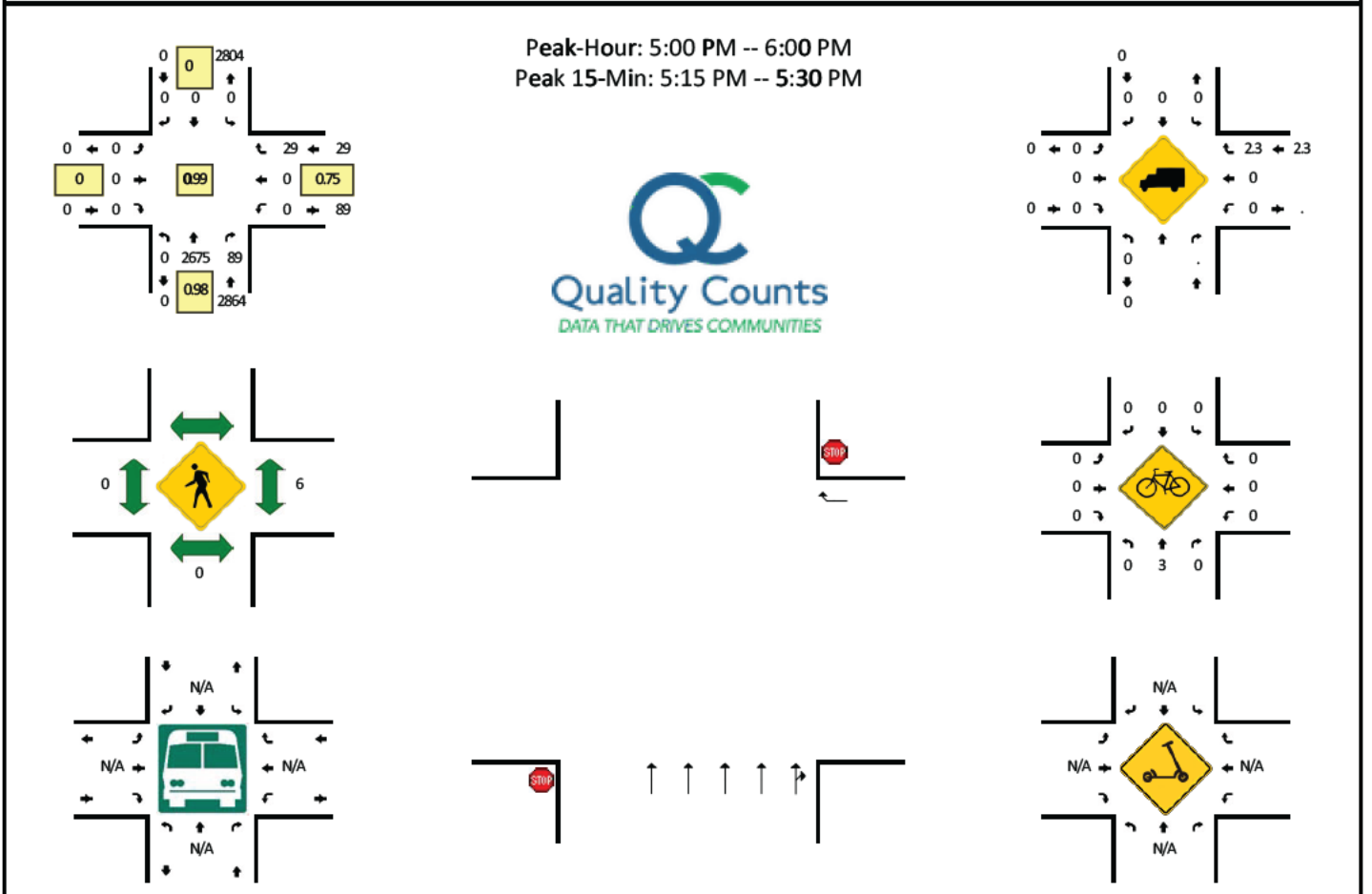
- The subject development is expected to generate a total of 53 trips (26 inbound trips and 27 outbound trips) during the weekday PM peak period and a total of 81 trips (40 inbound trips and 41 outbound trips).
- Review of transaction data from similar Skymint branches for weekday and Saturday peak hours 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 12<sup>th</sup>, and Saturday, July 9<sup>th</sup> & 16<sup>th</sup>, 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  
CITY/STATE: Pleasant Ridge, MI

QC JOB #: 15879101  
DATE: Tue, Jul 12 2022

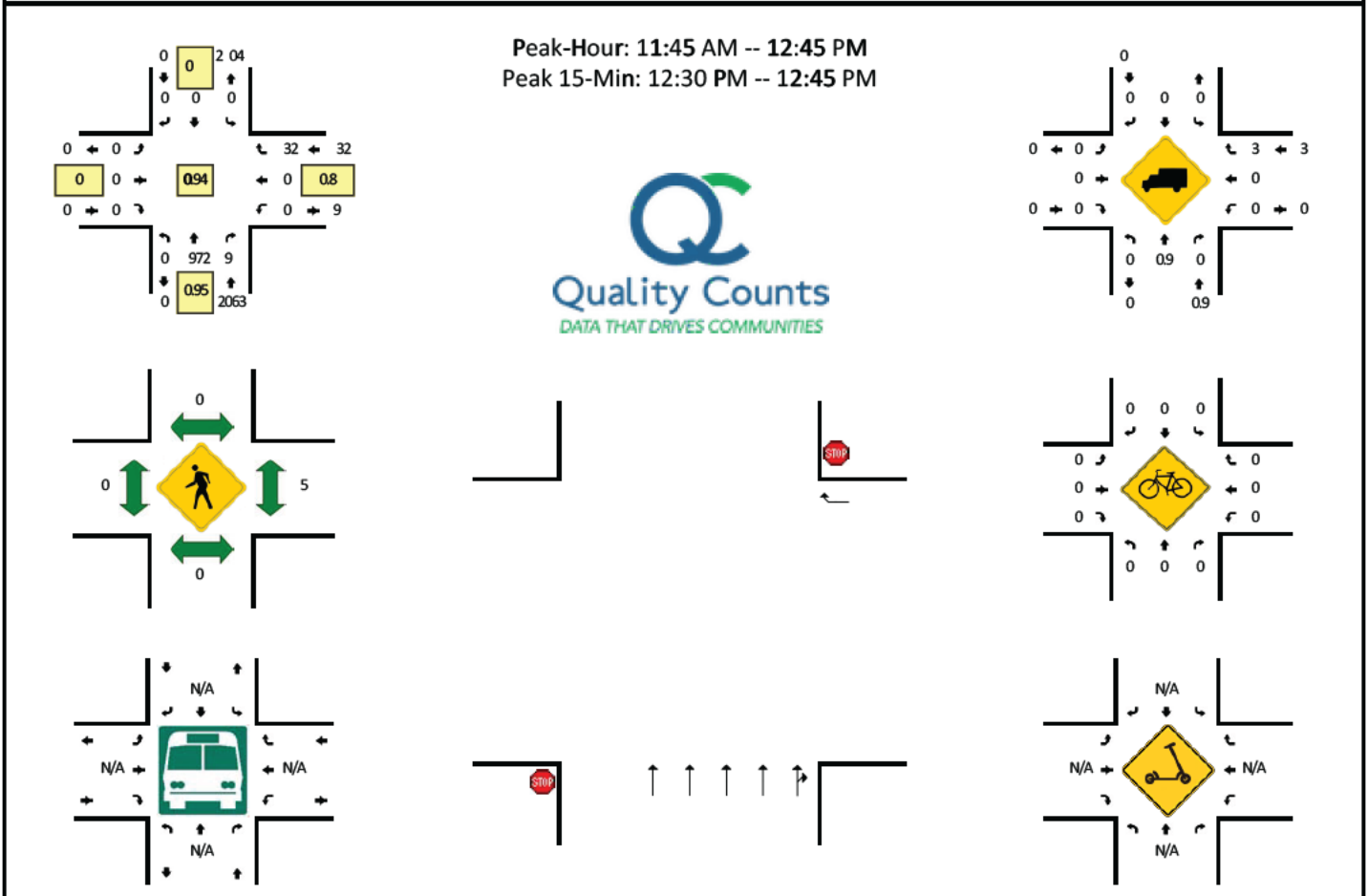


15 Min Count Period Beginning At	NB Woodward Ave (Northbound)				NB Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				ota	Hourly otas
	Left	thru	Right	U	Left	thru	Right	U	Left	thru	Right	U	Left	thru	Right	U		
4:00 PM	0	594	31	0	0	0	0	0	0	0	0	0	0	0	36	0	661	
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 Flows	Northbound				Southbound				Eastbound				Westbound				ota	
	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	0	0	0	
Bicycles	0	4	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:

LOCATION: NB Woodward Ave -- Woodward Heights  
CITY/STATE: Pleasant Ridge, MI

QC JOB #: 15879102  
DATE: Sat, Jul 9 2022



15 Min Count Period Beginning At	NB Woodward Ave (Northbound)				NB Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				Total	Hourly Total
	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	0	28	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	

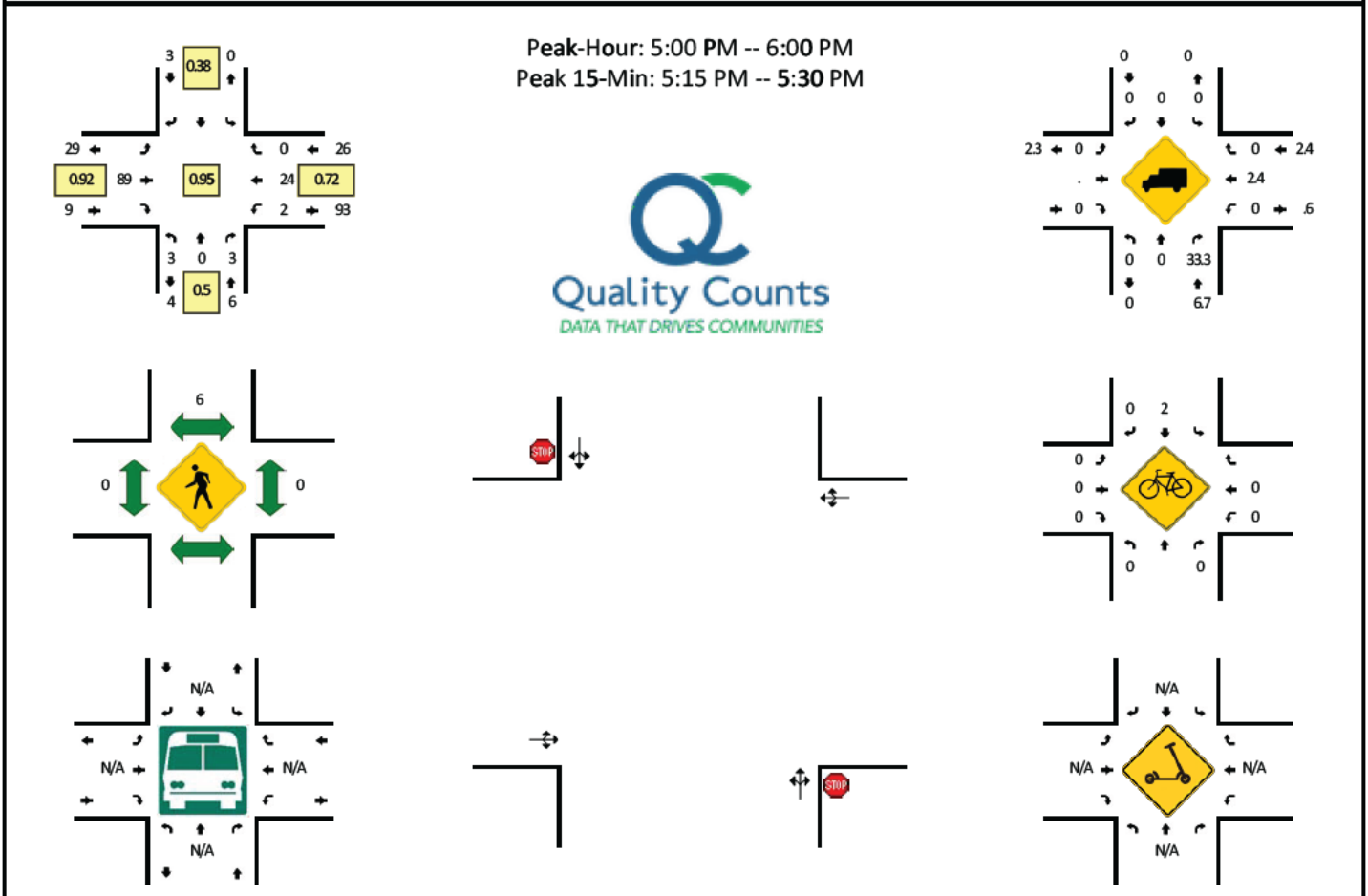
Comments:

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

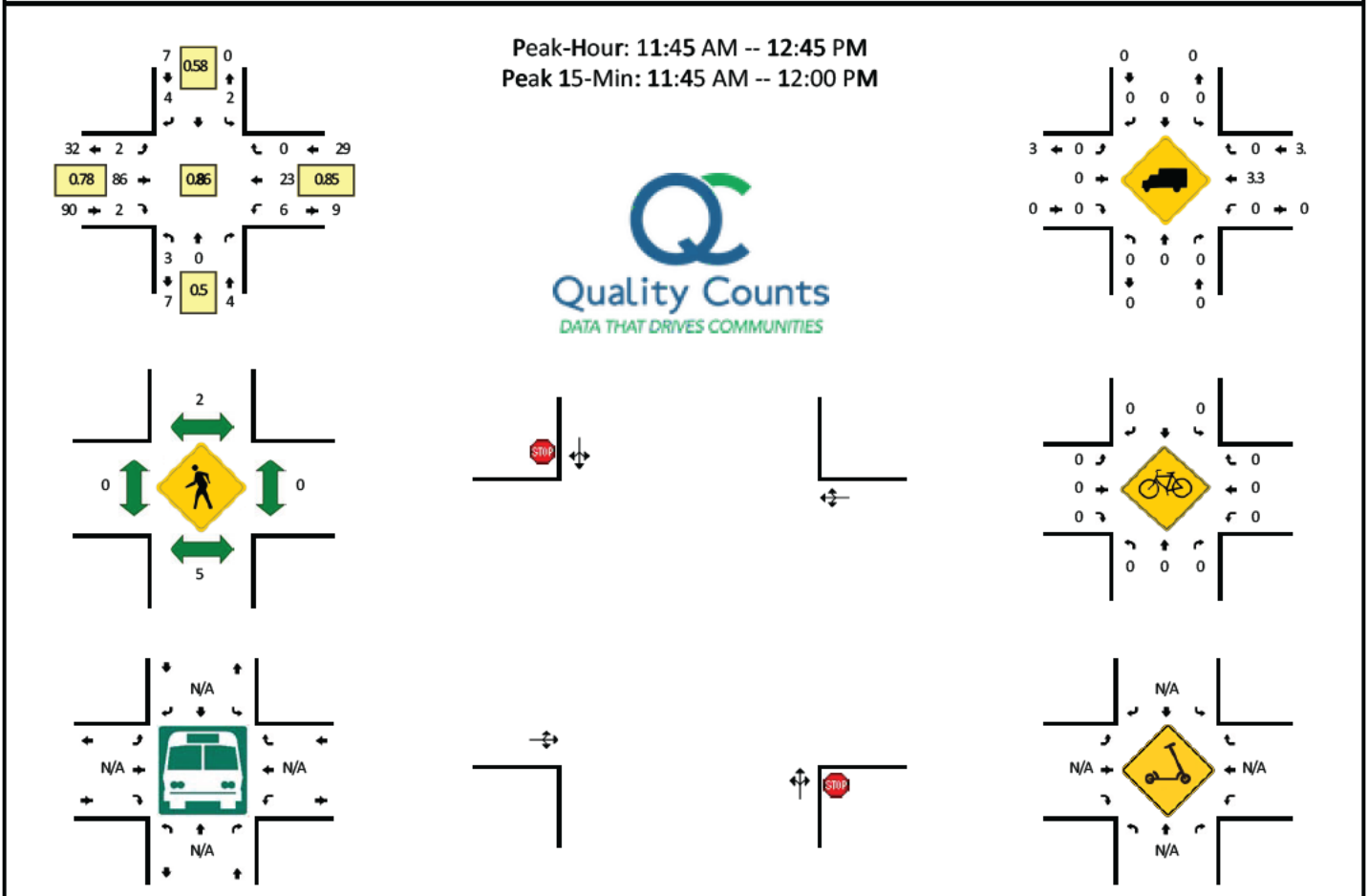


15 Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				ota	Hourly otas
	Left	thru	Right	U	Left	thru	Right	U	Left	thru	Right	U	Left	thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	25	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 Flows	Northbound				Southbound				Eastbound				Westbound				ota	
	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	
Scoters																		

Comments:

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

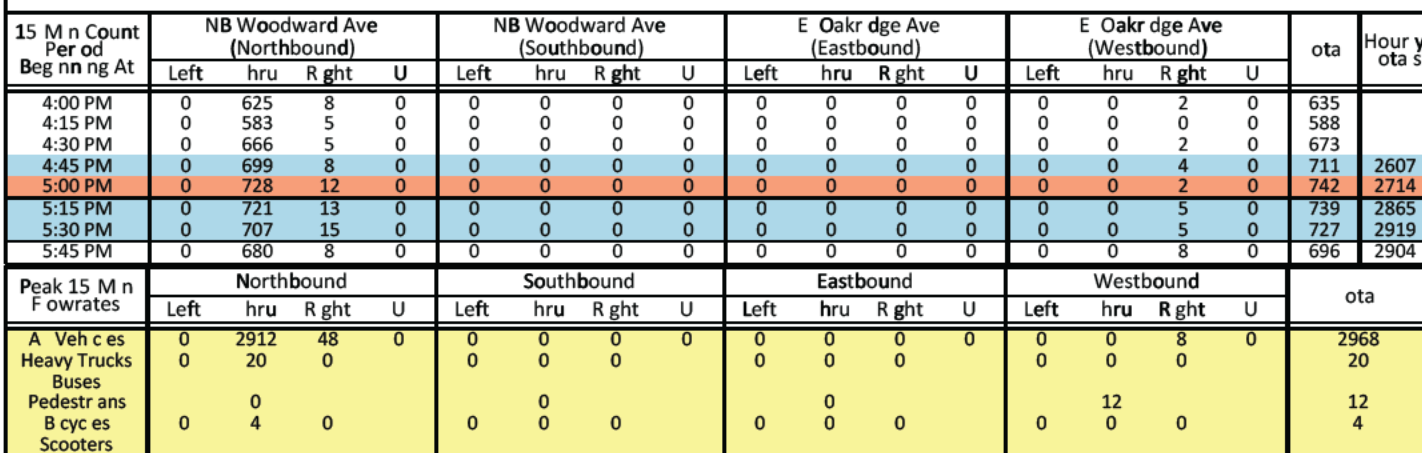
**QC JOB #:** 15879104  
**DATE:** Sat, Jul 9 2022



15 M n Count Per od Beg n n ng At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				Woodward Heights (Eastbound)				Woodward Heights (Westbound)				ota	Hour y ota s
	Left	hru	R ght	U	Left	hru	R ght	U	Left	hru	R ght	U	Left	hru	R ght	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 M n F ow rates	Northbound				Southbound				Eastbound				Westbound				ota	
	Left	hru	R ght	U	Left	hru	R ght	U	Left	hru	R ght	U	Left	hru	R ght	U		
A Veh c es	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																		
Pedestr ans		16				0				0				0			16	
B cyc es	0	0	0		0	4	0		0	0	0		0	0	0		4	
Scooters																		

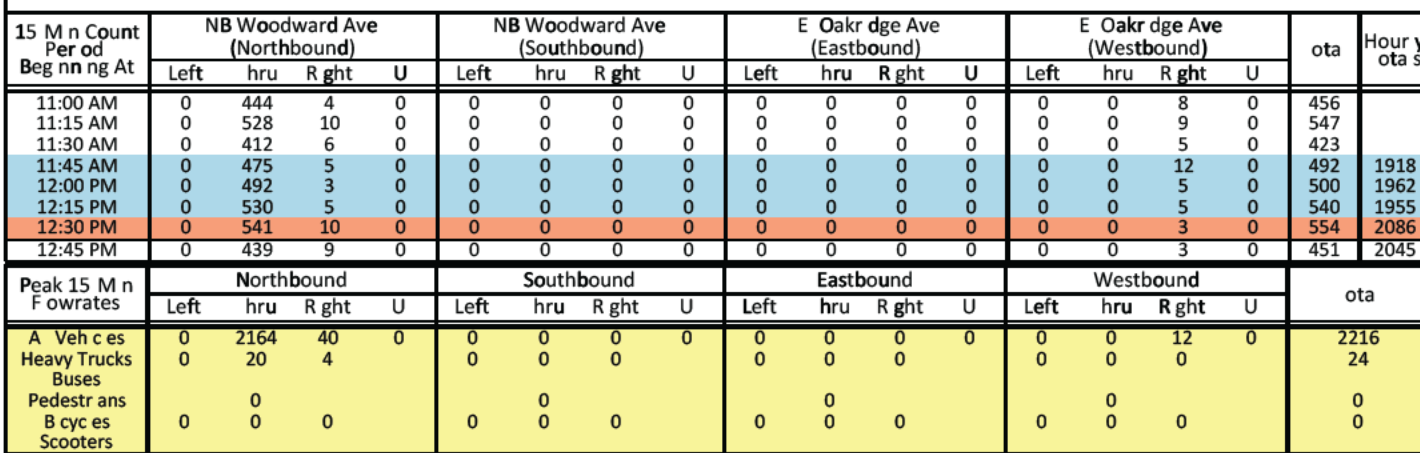
**Comments:**

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



SOURCE: Qua ty Counts, LLC ([http://www.qua\\_tycounts.net](http://www.qua_tycounts.net)) 1 877 580 2212

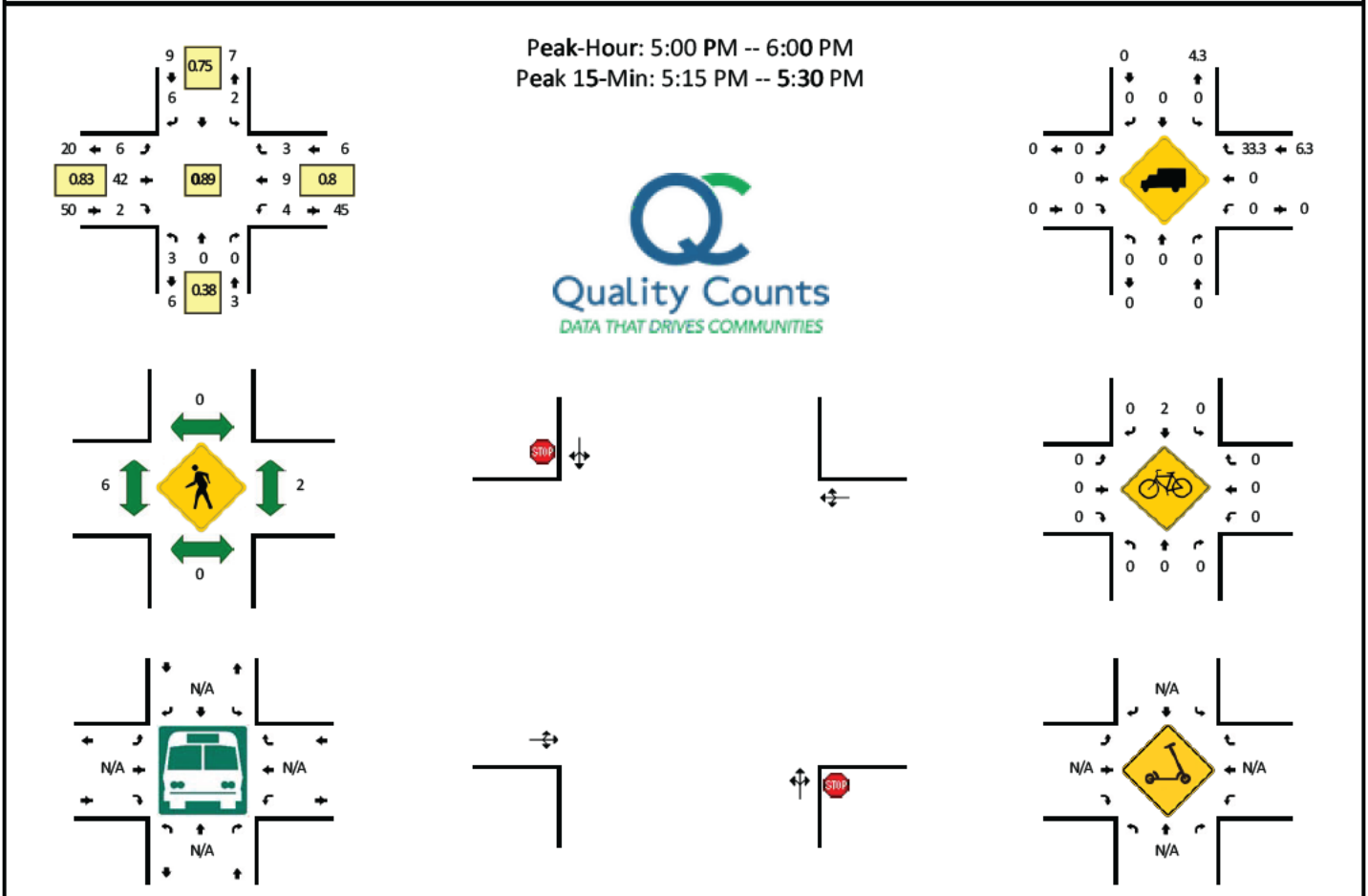
QC JOB #: 15879106  
DATE: Sat, Jul 9 2022



**Comments:**

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

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

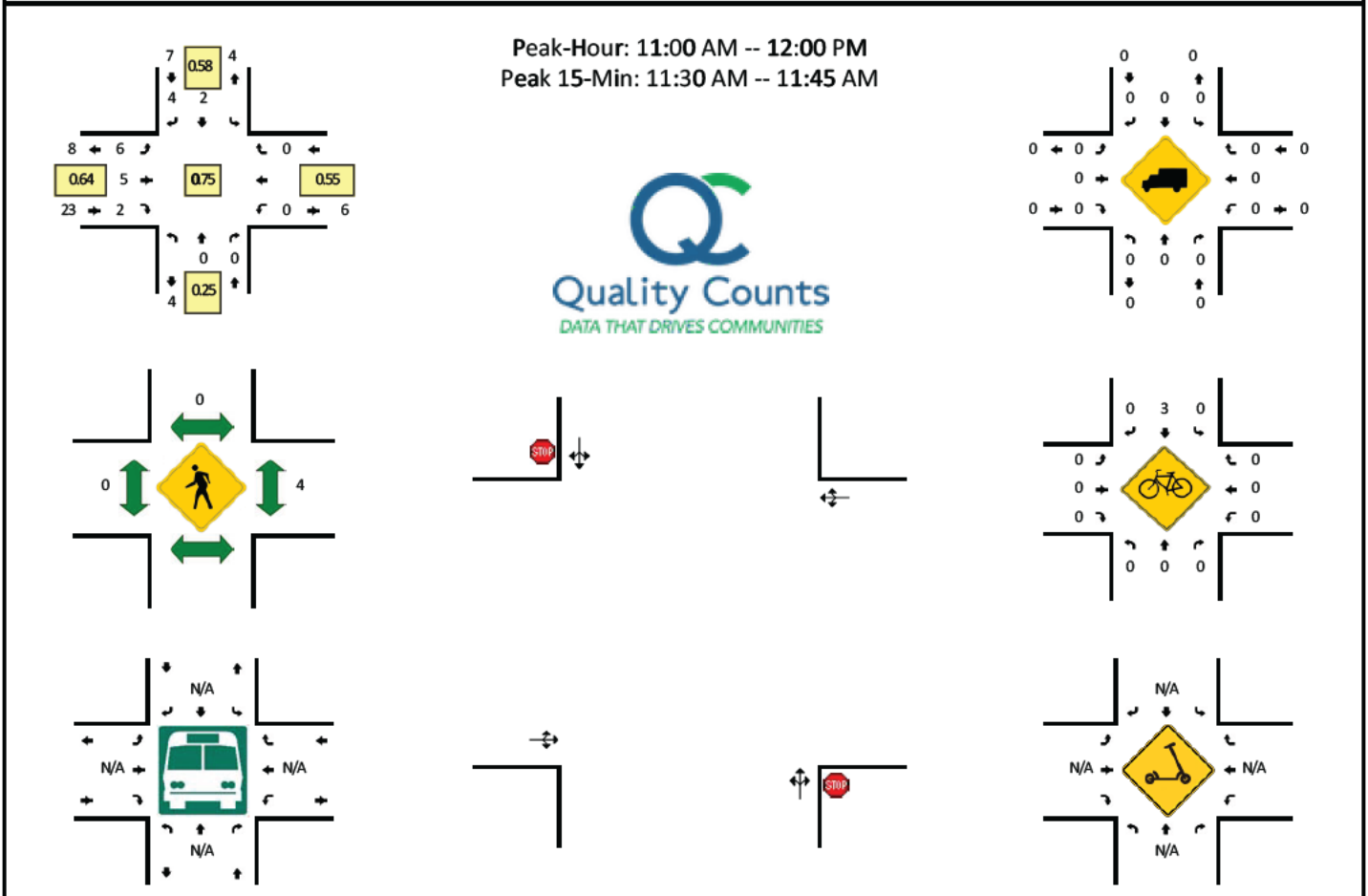


15 Min Count Period Beginning At	Alley east of Woodward Ave (Northbound)				Alley east of Woodward Ave (Southbound)				E Oakridge Ave (Eastbound)				E Oakridge Ave (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	1	0	0	0	7	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 Flows	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	0	0	0	0	0	0	0	16	0	0	0	4	0	0	20	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Scoters																		

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)				ota	Hourly otas
	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	0	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	0	1	2	0	8	30
Peak 15 Min Flows	Northbound				Southbound				Eastbound				Westbound				ota	
	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	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	12	0	0	12	
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:

## **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				

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				

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**

# ATTACHMENT R

## Community Involvement

## **LOCAL OPERATIONS MANAGEMENT AGREEMENT**

### **Rapid Fish 2 LLC – City of Pleasant Ridge Marijuana Facility License**

THIS LOCAL OPERATIONS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into on December \_\_\_, 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 Rapid Fish 2 LLC d/b/a NOXX (“Applicant”), a Michigan limited liability company, whose address is 4140 W Maple Rd. Bloomfield Twp MI 48301.

#### **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 and Provisioning Center 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 (“Application”).
3. The City held a public hearing on December 13<sup>th</sup>, 2022, to consider the Applicant’s request for the License, pursuant to Ordinance No. 455, Commercial Marijuana Facilities (“Marijuana Ordinance”).
4. Applicant’s Marijuana Retailer Facility License Application was approved, pursuant to the Marijuana Ordinance, and consistent with the Applicant’s representations and the City’s approval.

#### **Agreement**

NOW, THEREFORE, as part of the approval and issuance of the License to the Applicant for its marijuana retailer facility, IT IS AGREED as follows:

1. **Application.** All representations and promises made by Applicant in its Application, including, without limitation, the provisions of Attachment S, Establishment Business Plan, are incorporated by reference in this Agreement. In the event of any conflict between the provisions of the Agreement and any City ordinance including, without limitation, the Marijuana Ordinance, the provisions of the ordinance shall control.
2. **Compliance with Law.** The Applicant shall at all times conduct all operations and activities at the Property in accordance existing city, state, and federal laws, rules, ordinances, and regulations.
3. **Curbside Sales.** Pursuant to the City’s Marijuana 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.

4. **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 if the lease at the property is terminated, or expires and a replacement lease is not executed, that Applicant must provide the City with reasonable notice of such termination, and the City, at its discretion, may reconsider Applicant's License approval, and withdraw License approval solely on the basis of the termination and/or expiration.
5. **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 the additional parking spaces provided by the Parking Leases shall not be used to meet ordinance parking requirements for any other structures or uses on those properties, nor be actually used for those purposes. Applicant hereby agrees that if the Parking Leases are terminated, or expire and a replacement lease is not executed, Applicant must provide the City with reasonable notice of such termination or expiration. In the event of termination or expiration, or if the additional parking spaces are used in violation of this Paragraph 5, the City, at its sole discretion, may reconsider Applicant's License approval.
6. **Operational Complaints.** Applicant acknowledges, that complaints may arise regarding their operation and facility, including parking and/or traffic circulation, 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 Compliance, for the Applicant, and/or the Manager of Rapid Fish 2 LLC as needed. Applicant agrees that complaints will be addressed, through reasonable accommodation, in a timely manner.
7. **Insurance.** Applicant acknowledges that as part of its approval it is required to maintain adequate insurance as outlined in the Marijuana Ordinance. Applicant agrees that insurance as outlined in the Marijuana Ordinance will be maintained and notice given to the City regarding any cancellation or non-renewal of Applicant's insurance policies at least thirty days in advance.
8. **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.
9. **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.
10. **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.

11. **Remedies.** In the event the Applicant breaches any of the provisions of this Agreement, then the City, at its option and in its sole discretion, may choose any or all of the following options: (1) commence an action in the appropriate court with jurisdiction for violation of the Marijuana Ordinance; (2) commence an action for injunctive relief in the appropriate court with jurisdiction; (3) commence proceedings for revocation of the license pursuant to the Marijuana Ordinance and/or (4) institute any other legal remedy available to the City. The election of one option by the City shall not constitute an election of remedies nor a waiver of any legal remedy available to the City.
12. **Attorneys' Fees.** If City commences an action against the Applicant, either legal, administrative, or otherwise, arising out of or in connection with this Agreement or the Applicant's operation of its marijuana retailer facility, and the City prevails in whole or in part, it shall be entitled to have and recover from Applicant its reasonable attorney's fees and all other costs of such action.
13. **Severability.** If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.
14. **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.
15. **Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses:  
  
To City: City Manager  
City of Pleasant Ridge  
23925 Woodward Avenue  
Pleasant Ridge, Michigan 48069  
  
To Applicant: Rapid Fish 2 LLC  
4140 W Maple Rd. Bloomfield Twp MI 48301  
Birmingham, MI 48009
16. **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]

**Rapid Fish 2 LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: Thomas Nafso  
Print Title: CEO

**City of Pleasant Ridge**, a Michigan corporation

By: \_\_\_\_\_  
Print Name: Bret Scott  
Print Title: Mayor

Attested: \_\_\_\_\_  
Print Name: Amy Allison  
Print Title: City Clerk

Approved as to Substance: \_\_\_\_\_  
Print Name: James Breuckman  
Print Title: City Manager

Approved as to Form: \_\_\_\_\_  
Print Name: Gregory Need  
Print Title: City Attorney

# ATTACHMENT S

## Establishment Business Plan