

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

**City Commission Meeting
February 14, 2023
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, February 14, 2023, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the Agenda for your consideration:

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

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

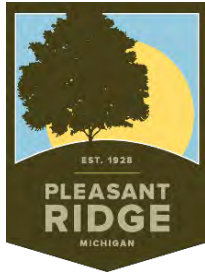
All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from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

 - a. Minutes of the Regular City Commission Meeting held Tuesday, January 10, 2023
 - b. Monthly Disbursement Report.
8. **NOXX Marijuana License Application.**
9. **Communication Consultant Selection.**
10. **Devonshire Alley Vacation.**
11. **Oakland County Senior Center Grant.**
12. **City Manager's Report.**

13. Other Business.

14. Adjournment.

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



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

City Commission Meeting January 10, 2023

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

Present: Commissioners Lenko, Perry, Schmier, Mayor Scott.
 Also Present: City Manager Breuckman, City Attorney Need, City Clerk Allison.
 Absent: Commissioner Budnik.

Public Discussion

None

Governmental Reports

Chief Theresa Robinson, Ferndale Fire Department gave an update regarding winter fire safety, reminding residents to clear snow from dryer vents and avoid piling snow around hydrants. Increased use of Carbon Monoxide Detectors has resulted in more calls to Ferndale Fire for Carbon Monoxide alarms. Ferndale Fire has hired 3 new firefighters.

Chief Kevin Nowak, Pleasant Ridge Police Department gave an update regarding the Ferndale Fire Department regarding winter fire safety and the Pleasant Ridge Police Department regarding package delivery and storage. Identity theft safety information.

Shawnie Stamper, Recreation Director, updates regarding programs related to the Recreation Department. Swim registration is going on now through March 30. The Recreation Department is hiring summer staff. Reminder to check fobs for the wellness center during business hours if they have not been used recently. The winter issue of *The Ridger* has been distributed.

City Commission Liaison Reports

Commissioner Lenko – Ferndale Public Schools – Sign up for the eblast. Ferndale Schools newsletter is in mailboxes.

Commissioner Perry – Planning/DDA – next meeting will be January 23, 2023. Vacancies on Planning Commission/DDA will be filled in March 2023. Applications are available on the City's website or at City Hall.

Commissioner Schmier – Historical Commission - Home and Garden Tour scheduled for September, preparations are ongoing. There will be three vacancies to be filled in March 2023. Museum will be open on 1/21.

Consent Agenda

23-3592

Motion by Commissioner Schmier, seconded by Commissioner Perry that the consent agenda be approved.

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

Dog Park Lighting

Manager Breuckman gave an overview of the proposals received for installation of lighting at the Dog Park. Funding for this project is not currently budgeted in the FY23 budget. Discussion was held regarding the proposals and the next steps. A questionnaire will be created for the users of the dog park to gauge interest in the increase to the user costs to pay for the proposed lighting.

City Manager's Report

Noxx still needs to submit additional application information before they will be added to the agenda for further consideration, projected for February meeting.

Other Business

Reminder that salt delivery is the third Tuesday of the month, November – April.
Unbundled brush pickup is on the third Tuesday of every month.

With no further business or discussion, Mayor Scott adjourned the meeting at 8:01pm.

Mayor Bret Scott

Kersten Emsley, Deputy City Clerk

January 2023

ACCOUNTS PAYABLE

| | | |
|---------------------|----|------------|
| PAYROLL LIABILITIES | \$ | 31,344.77 |
| ACCOUNTS PAYABLE | \$ | 404,982.80 |
| TAX LIABILITIES | \$ | 463,042.48 |

| | | |
|--------------|-----------|-------------------|
| TOTAL | \$ | 899,370.05 |
|--------------|-----------|-------------------|

PAYROLL

| | | |
|------------------|----|-----------|
| January 11, 2023 | \$ | 70,096.20 |
| January 25, 2023 | \$ | 43,181.31 |

| | | |
|--------------|-----------|-------------------|
| TOTAL | \$ | 113,277.51 |
|--------------|-----------|-------------------|

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
January 2023

PG 1

| Check Date | Check | Vendor Name | Description | Amount |
|---------------------------|------------|--------------------------|--------------------------|---------------------|
| 1/11/2023 | 6410500494 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 2,661.43 |
| 1/11/2023 | 6410500495 | ALERUS FINANCIAL | HCSP CONTRIBUTIONS | \$ 1,036.92 |
| 1/11/2023 | 6410500496 | FOPLC | UNION DUES | \$ 240.00 |
| 1/11/2023 | 6410500497 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 21,874.92 |
| 1/11/2023 | 6410500498 | MISSION SQUARE FINANCIAL | 401A LOAN PAYMENT | \$ 209.05 |
| 1/11/2023 | 6410500499 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 613.20 |
| 1/25/2023 | 6410500500 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 2,251.47 |
| 1/25/2023 | 6410500501 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 208.21 |
| 1/25/2023 | 6410500502 | ALERUS FINANCIAL | HCSP CONTRIBUTIONS | \$ 1,032.82 |
| 1/25/2023 | 6410500503 | MISSION SQUARE FINANCIAL | 401A LOAN PAYMENT | \$ 209.05 |
| 1/25/2023 | 6410500504 | ALERUS FINANCIAL | RETIREMENT CONTRIBUTIONS | \$ 1,007.70 |
| TOTAL PAYROLL LIABILITIES | | | | <u>\$ 31,344.77</u> |

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
TAX LIABILITIES
January 2023

PG 2

| Check Date | Check | Vendor Name | Description | Amount |
|-----------------------|-------|--------------------------------|------------------------------|----------------------|
| 01/11/2023 | 2943 | BIRMINGHAM TITLE | 2022 WINTER TAX OVERPAYMENT | \$ 245.05 |
| 01/11/2023 | 2944 | CITY OF PLEASANT RIDGE-DDA | 2022 TAX COLLECTIONS | \$ 3,554.87 |
| 01/11/2023 | 2945 | CITY OF PLEASANT RIDGE-TAXES | 2022 TAX COLLECTIONS | \$ 25,024.84 |
| 01/11/2023 | 2946 | CORELOGIC CENTRALIZED REFUNDS | 2022 WINTER TAX OVERPAYMENTS | \$ 1,012.62 |
| 01/11/2023 | 2947 | FERNDALE SCHOOL DISTRICT | 2022 TAX COLLECTIONS | \$ 14,486.08 |
| 01/11/2023 | 2948 | OAKLAND COUNTY TREASURER | 2022 TAX COLLECTIONS | \$ 42,848.65 |
| 01/25/2023 | 2949 | CITY OF PLEASANT RIDGE-DDA | 2022 TAX COLLECTIONS | \$ 3,674.41 |
| 01/25/2023 | 2950 | CITY OF PLEASANT RIDGE-TAXES | 2022 TAX COLLECTIONS | \$ 102,863.69 |
| 01/25/2023 | 2951 | FERNDALE SCHOOL DISTRICT | 2022 TAX COLLECTIONS | \$ 43,268.04 |
| 01/25/2023 | 2952 | NIKOLAS UHLMANN | 2022 TAX OVERPAYMENT | \$ 539.19 |
| 01/25/2023 | 2953 | OAKLAND COUNTY BROWNFIELD AUTH | 2022 TAX COLLECTIONS | \$ 341.66 |
| 01/25/2023 | 2954 | OAKLAND COUNTY TREASURER | 2022 TAX COLLECTIONS | \$ 225,183.38 |
| TOTAL TAX LIABILITIES | | | | <u>\$ 463,042.48</u> |

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
January 11, 2023

PG 3

| Check Date | Check | Vendor Name | Description | Amount |
|------------|-------|--------------------------------|--|--------------|
| 01/11/2023 | 25843 | 21ST CENTURY MEDIA-MICHIGAN | LEGAL NOTICE PUBLICATIONS | \$ 751.48 |
| 01/11/2023 | 25844 | ACCUSHRED, LLC | SHREDDING SERVICES | \$ 93.00 |
| 01/11/2023 | 25845 | ADKISON, NEED & ALLEN P.L.L.C. | CITY ATTORNEY SERVICES | \$ 946.75 |
| 01/11/2023 | 25846 | ADVANCED MARKETING PARTNERS, I | WINTER TAX STATEMENT AND 1099'S | \$ 373.00 |
| 01/11/2023 | 25847 | AMY LEIGH | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25848 | BADGER METER, INC. | WATER METER SUPPORT SERVICES | \$ 1,259.13 |
| 01/11/2023 | 25849 | BEST CHOICE HOME SERVICES | JANITORIAL SERVICES | \$ 2,057.50 |
| 01/11/2023 | 25850 | BRILAR | SNOW REMOVAL SERVICES | \$ 14,872.50 |
| 01/11/2023 | 25851 | CITY OF FERNDALE | INSPECTION SERVICES-DECEMBER 2022 | \$ 2,925.00 |
| 01/11/2023 | 25852 | DAVEY TREE EXPERT COMPANY | TREE MAINTENANCE SERVICES | \$ 40,880.00 |
| 01/11/2023 | 25853 | DETROIT EDISON COMPANY | STREETLIGHTING-DECEMBER 2022 | \$ 4,701.66 |
| 01/11/2023 | 25854 | EUGENE LUMBERG | PROSECUTOR SERVICES | \$ 776.25 |
| 01/11/2023 | 25855 | GREAT AMERICA FINANCIAL SRV | TELEPHONE LEASE SERVICES | \$ 433.00 |
| 01/11/2023 | 25856 | GREG CALBECK | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25857 | HOME DEPOT CREDIT SERVICES | BUILDING MAINTENANCE SUPPLIES | \$ 146.93 |
| 01/11/2023 | 25858 | J & J AUTO TRUCK CENTER | VEHICLE MAINTENANCE | \$ 59.24 |
| 01/11/2023 | 25859 | JAMES BREUCKMAN | CLOTHING REIMBURSEMENT | \$ 900.00 |
| 01/11/2023 | 25860 | JC EHRLICH | EXTERMINATOR SERVICES | \$ 136.73 |
| 01/11/2023 | 25861 | KERSTEN EMSLEY | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25862 | KEVIN NOWAK | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25863 | O'REILY AUTO PARTS | VEHICLE MAINTENANCE | \$ 16.98 |
| 01/11/2023 | 25864 | OAKLAND COUNTY CLERKS ASSOC. | MEMBERSHIP DUES-EMSLEY | \$ 35.00 |
| 01/11/2023 | 25865 | OAKLAND COUNTY TREASURER | BS&A TAX SUPPORT FEES | \$ 344.38 |
| 01/11/2023 | 25866 | OAKLAND COUNTY TREASURER | SEWERAGE DISPOSAL-DECEMBER 2022 | \$ 52,109.09 |
| 01/11/2023 | 25867 | OAKLAND SCHOOLS | TAX AND UTILITY BILL PRINTING | \$ 1,530.55 |
| 01/11/2023 | 25868 | PLANTE & MORAN PLLC | ACCOUNTING SERVICES | \$ 8,157.50 |
| 01/11/2023 | 25869 | VOID CHECK | VOID CHECK | \$ - |
| 01/11/2023 | 25870 | SHAWNIE STAMPER | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25871 | SOCRRA | REFUSE COLLECTION AGREEMENT | \$ 10,321.00 |
| 01/11/2023 | 25872 | SOCWA | WATER PURCHASES | \$ 12,132.93 |
| 01/11/2023 | 25873 | SOLTMAN HEATING & COOLING | PARTIAL REFUND OF PERMIT FEES P22-0497 | \$ 25.00 |
| 01/11/2023 | 25874 | TIMOTHY SCHULTZ | PERFORMANCE BONUS | \$ 600.00 |
| 01/11/2023 | 25875 | TOSHIBA FINANCIAL SERVICES | COPIER LEASE AGREEMENT | \$ 982.92 |
| 01/11/2023 | 25876 | UNIFIRST CORPORATION | MAT RENTAL AND JANITORIAL SUPPLIES | \$ 427.60 |
| 01/11/2023 | 25877 | VIRTUAL ACADEMY | TRAINING SERVICES-POLICE DEPARTMENT | \$ 315.00 |
| 01/11/2023 | 25878 | WEX BANK | FUEL PURCHASES | \$ 1,857.55 |

TOTAL ACCOUNTS PAYABLE

\$ 163,167.67

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
January 25, 2023

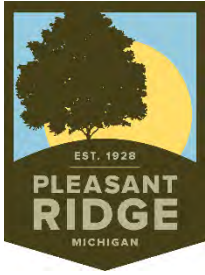
PG 4

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------------------|-------|------------------------------------|--|----------------------|
| 01/25/2023 | 25879 | ANDERSON, ECKSTEIN & WESTRICK | ENGINEERING SERVICES | \$ 818.08 |
| 01/25/2023 | 25880 | BEAUMONT URGENT CARE | PRE EMPLOYMENT SERVICES | \$ 135.00 |
| 01/25/2023 | 25881 | BENDZINSKI AND COMPANY | BOND CONTINUING DISCLOSURE FIELDWORK | \$ 1,000.00 |
| 01/25/2023 | 25882 | BLUE CROSS BLUE SHIELD OF MICHIGAN | HEALTHCARE BENEFITS | \$ 2,801.70 |
| 01/25/2023 | 25883 | CITY OF BERKLEY | DISPATCH SERVICES AGREEMENT | \$ 9,750.00 |
| 01/25/2023 | 25884 | CITY OF FERNDALE | FIRE SERVICES AGREEMENT | \$ 21,381.72 |
| 01/25/2023 | 25885 | CREGGER COMPANY | INSTALLATION OF HWH | \$ 16,299.50 |
| 01/25/2023 | 25886 | FERNDALE PIZZA CO., INC. | RECREATION PROGRAM SUPPLIES | \$ 134.94 |
| 01/25/2023 | 25887 | G2 CONSULTING GROUP | ENGINEERING SERVICES | \$ 1,655.00 |
| 01/25/2023 | 25888 | HUNTINGTON WOODS RECREATION | RECREATION PROGRAM REIMBURSEMENT | \$ 170.00 |
| 01/25/2023 | 25889 | J & J AUTO TRUCK CENTER | VEHICLE MAINTENANCE | \$ 1,636.48 |
| 01/25/2023 | 25890 | LEGAL SHIELD | PRE PAID LEGAL SERVICES | \$ 77.70 |
| 01/25/2023 | 25891 | MICHIGAN MUNICIPAL LEAGUE | Q4 UNEMPLOYMENT CONTRIBUTIONS | \$ 6.16 |
| 01/25/2023 | 25892 | VOID CHECK | VOID CHECK | \$ - |
| 01/25/2023 | 25893 | MPARKS | CONFERENCE REGISTRATIONS | \$ 1,120.00 |
| 01/25/2023 | 25894 | OAKLAND COUNTY TREASURER | NOV ELECTION RELATED EXPENSES | \$ 1,403.39 |
| 01/25/2023 | 25895 | OC WATER RESOURCES COMMISSIONER | DPW SERVICE AGREEMENT-WATER/SEWER | \$ 53,615.00 |
| 01/25/2023 | 25896 | ROYAL OAK SCHOOLS | SWIM TEAM FACILITIES RENTAL | \$ 4,200.00 |
| 01/25/2023 | 25897 | TEPEL BROTHER PRINTING | COMMUNITY NEWSLETTER AND MAGNET | \$ 4,916.00 |
| 01/25/2023 | 25898 | ALL ABOUT PLUMBING | SEWER REPAIR BOND RETURN - 38 RIDGE RD | \$ 2,500.00 |
| 01/25/2023 | 25899 | CREGGER COMPANY | SEWER BOND RETURN - 19 POPLAR PARK | \$ 2,500.00 |
| 01/25/2023 | 25900 | KBJ GROUP LLC | BERME BOND RETURN FOR WATER LINE | \$ 2,500.00 |
| TOTAL ACCOUNTS PAYABLE | | | | \$ 128,620.67 |

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
January 2023

PG 5

| Check Date | Check | Vendor Name | Description | Amount |
|------------------------|-------|------------------------------------|--------------------------|----------------------|
| 01/02/2023 | 3642 | HEALTH EQUITY | HSA CONTRIBUTIONS 2023 | \$ 6,750.00 |
| 01/04/2023 | 3701 | MUNICIPAL EMP.RETIREMENT SYST. | RETIREMENT CONTRIBUTIONS | \$ 45,357.15 |
| 01/12/2023 | 3702 | BLUE CROSS BLUE SHIELD OF MICHIGAN | HEALTHCARE BENEFITS | \$ 15,686.95 |
| 01/26/2023 | 3703 | MUNICIPAL EMP.RETIREMENT SYST. | RETIREMENT CONTRIBUTIONS | \$ 45,400.36 |
| TOTAL ACCOUNTS PAYABLE | | | | <u>\$ 113,194.46</u> |



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: February 9, 2023
 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 chose not to proceed with this location.

Background

Noxx's proposal is nearly identical to Skymint's, 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. The minimum parking requirement for the site is 9 spaces. 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 parking spaces, with 16 on-site spaces and 10 additional spaces leased from the neighboring Ferndale site. 22 are directly accessible from Woodward without requiring patrons to use the alley. The 16 on-site parking spaces exceed both ordinance requirements and expected peak parking demand, and the 26 total parking spaces further exceed the requirement and anticipated 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

The application is complete and meets the submittal requirements of our Commercial Marijuana Facility ordinance. The City Commission may act on this application at your discretion.

February 3, 2023


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

Re: 23622 & 23616 Woodward Ave Marijuana Facility License Application

Dear Mr. Breuckman,

Please accept the attached supplemented information in response to your requests for additional information.

We appreciate your time and attention to this matter. Please let me know if you have any questions.



Julia Colosimo
Noxx

RAPID FISH 2, LLC
CITY OF PLEASANT RIDGE
MARIJUANA FACILITY LICENSE

23622 & 23616 WOODWARD AVE
PLEASANT RIDGE, MI 48069

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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 [REDACTED] 9075

Entity physical location FEIN/SSN

PO Box 1927 Birmingham MI 48012 [REDACTED]

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

[REDACTED]

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 & 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:

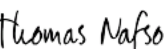
| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|----------|----------|----------|-----------|----------|----------|----------|
| Open: | 10:00 am | 10:00 am | 10:00 am | 10:00 am | 10:00 am | 10:00 am | 10:00 am |
| Close: | 9:00 pm | 9:00 pm | 9:00 pm | 9:00 pm |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

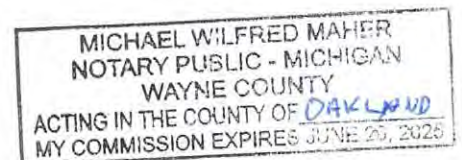
Applicant:

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

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 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:

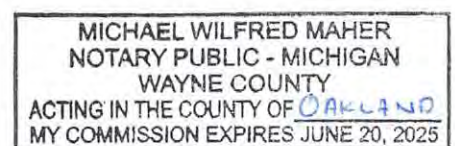
Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

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

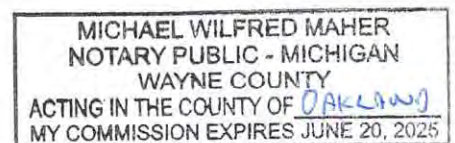
Thomas Nafso
Printed Name

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:

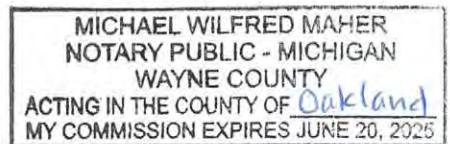
Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

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 marihuana 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 marihuana 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:

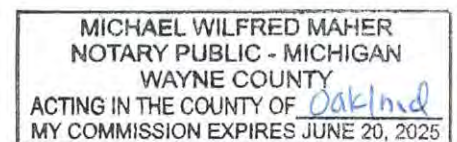
Subscribed and sworn to by (applicant name): Thomas Nafso before me on (date): 10-12-2022

Notary Public Signature: Michael Wilfred Maher

Notary Public Printed Name: Michael Wilfred Maher

Acting in the County of: Oakland

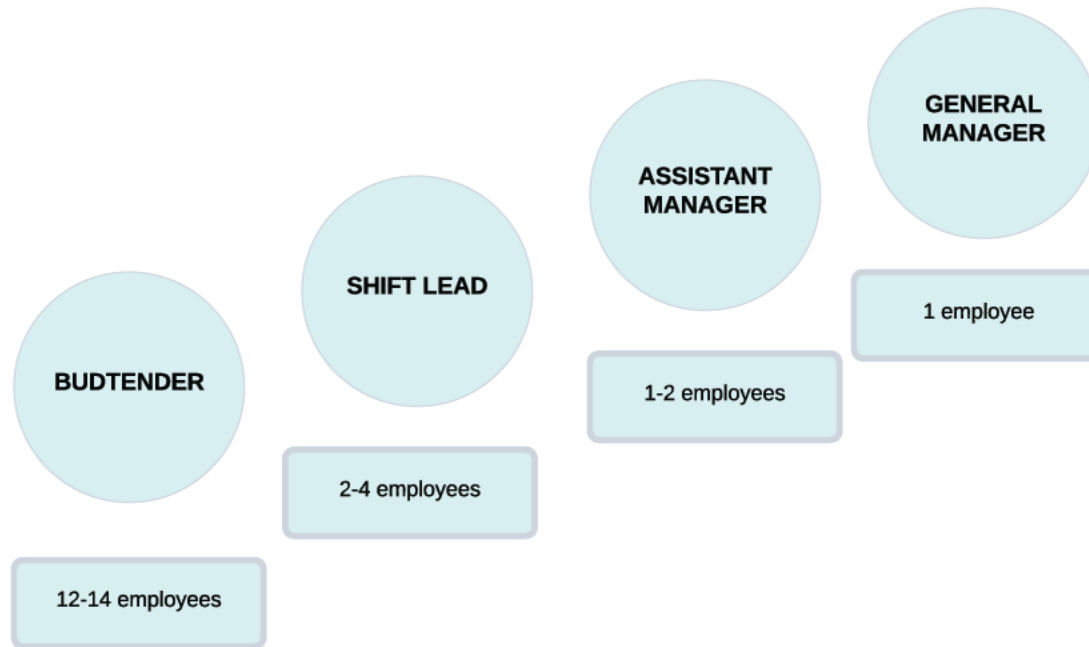
My Commission Expires: June 20, 2025



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 SHALL 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, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MEMBERS, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES OR EXPENSES INCURRED IN A PROCEEDING TO WHICH A MEMBER IS A PARTY OR THREATENED 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

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

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.

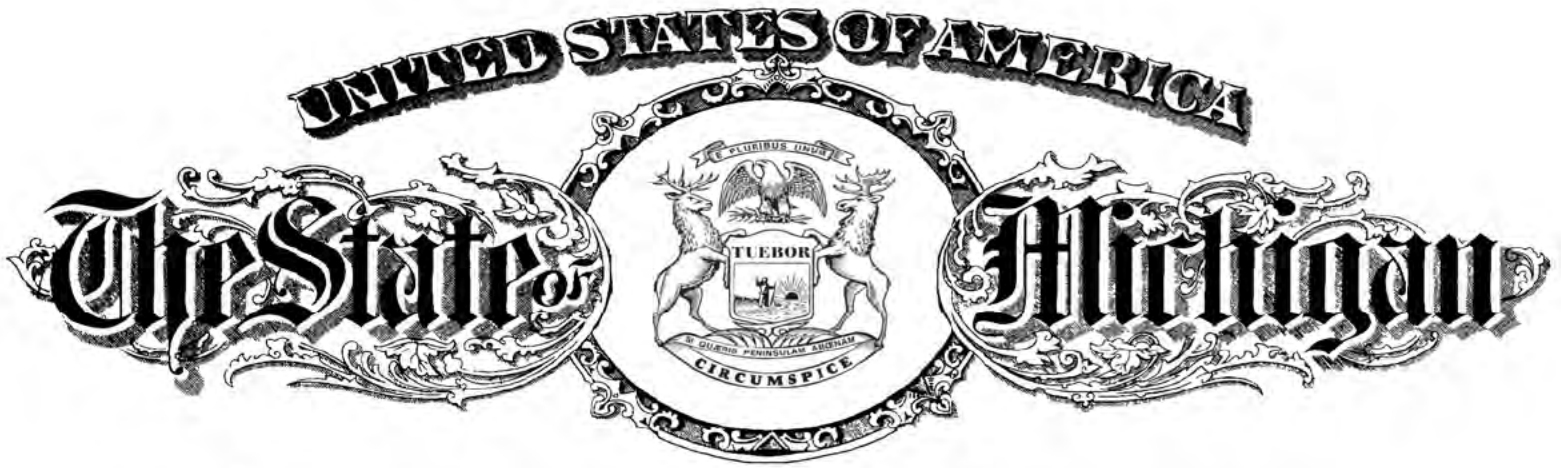
Expiration Date: December 31, 2027



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

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:

DUKE CAPITAL 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:

To engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act.

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 RD E
Apt/Suite/Other: STE 201
City: PLYMOUTH
State: MI Zip Code: 48170-4675
3. Registered Office Mailing Address:
P.O. Box or Street Address: 40600 ANN ARBOR RD E
Apt/Suite/Other: STE 201
City: PLYMOUTH
State: MI Zip Code: 48170-4675

Signed this 30th Day of January, 2020 by the organizer(s):

| Signature | Title | Title if "Other" was selected |
|---------------|-----------|-------------------------------|
| Carrie Wright | 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

DUKE CAPITAL LLC

ID Number: 802411121

received by electronic transmission on January 30, 2020 ***, is hereby endorsed.***

Filed on January 31, 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 31st 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 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:

RED TRIANGLE 1 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 E.
Apt/Suite/Other: SUITE 201
City: PLYMOUTH
State: MI Zip Code: 48170-4675
3. Registered Office Mailing Address:
P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State: Zip Code:

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 SHALL 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, CLAIMS, AND DEMANDS SUSTAINED BY REASON OF ANY ACTS OR OMISSIONS OR ALLEGED ACTS OR OMISSIONS OF THE MEMBERS, INCLUDING JUDGMENTS, SETTLEMENTS, PENALTIES, FINES OR EXPENSES INCURRED IN A PROCEEDING TO WHICH A MEMBER IS A PARTY OR THREATENED TO BE MADE A PARTY BECAUSE THE PERSON IS OR WAS A MEMBER TO THE FULLEST EXTENT PERMITTED BY LAW OR CONTRACT.

NOTWITHSTANDING THE FOREGOING, AS PROVIDED IN SECTION 404 OF THE ACT, 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 28th Day of March, 2019 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

RED TRIANGLE 1 LLC

ID Number: 802305008

received by electronic transmission on March 28, 2019 ***, is hereby endorsed.***

Filed on March 29, 2019 ***, 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 29th day of March, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

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:

JNTN OPERATIONS 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: JULIA F. COLOSIMO
2. Street Address: 43155 MAIN STREET
Apt/Suite/Other: SUITE 2310-C
City: NOVI
State: MI

Zip Code: 48375

3. Registered Office Mailing Address:

P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State:

Zip Code:

Signed this 14th Day of July, 2020 by the organizer(s):

| Signature | Title | Title if "Other" was selected |
|-------------------|-----------|-------------------------------|
| Julia F. Colosimo | 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

JNTN OPERATIONS LLC

ID Number: 802480578

received by electronic transmission on July 14, 2020 ***, is hereby endorsed.***

Filed on July 14, 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 14th day of July, 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 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:

FORTY ACRES INVESTMENTS, 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: DAREL ROSS, II

2. Street Address: 1444 32ND STREET, SE

Apt/Suite/Other:

City: GRAND RAPIDS

State: MI

Zip Code: 49508

3. Registered Office Mailing Address:

P.O. Box or Street Address: PO BOX 230103

Apt/Suite/Other:

City: GRAND RAPIDS

State: MI

Zip Code: 49525

Signed this 14th Day of December, 2020 by the organizer(s):

| Signature | Title | Title if "Other" was selected |
|----------------|-----------|-------------------------------|
| Darel Ross, II | 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

FORTY ACRES INVESTMENTS, LLC

ID Number: 802570645

received by electronic transmission on December 14, 2020 ***, is hereby endorsed.***

Filed on December 18, 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 18th day of December, 2020.

Linda Clegg

Linda Clegg, Interim 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 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 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

ZP RE MI WOODWARD, LLC
STATEMENT OF AUTHORIZATION

Property Owner

February 2, 2023

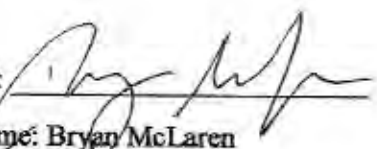
**RE: Written Authorization for Proposed Marihuana Facility at 23622 and 23616
Woodward Ave, Pleasant Ridge, MI 48069 (the "Property")**

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


This letter is to confirm that ZP RE MI Woodward, LLC 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.

ZP RE MI WOODWARD, LLC

Dated: 02-02-2023

By: 
Name: Bryan McLaren
Its: Authorized person

Subscribed and sworn to me by Bryan McLaren before me on this 2nd day of February 2023.

Notary Signature 

Printed name Scott Jenkins

Notary public, State of Arizona, County of Maricopa.

My commission expires 11/4/2025



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 | Attached |
| Cookies GR | Rapid Fish 2 LLC | 330 Ann St NW, Grand Rapids, MI | 330 Ann St NW, Grand Rapids, MI | Thomas Nafso | 01/2023 to Current | Adult Use Retailer | Opened as of 01/24/23 |
| | | | | | | | |

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

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

NEIGHBORHOOD COMPATIBILITY PLAN SITE PLAN



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 5th, 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.

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:

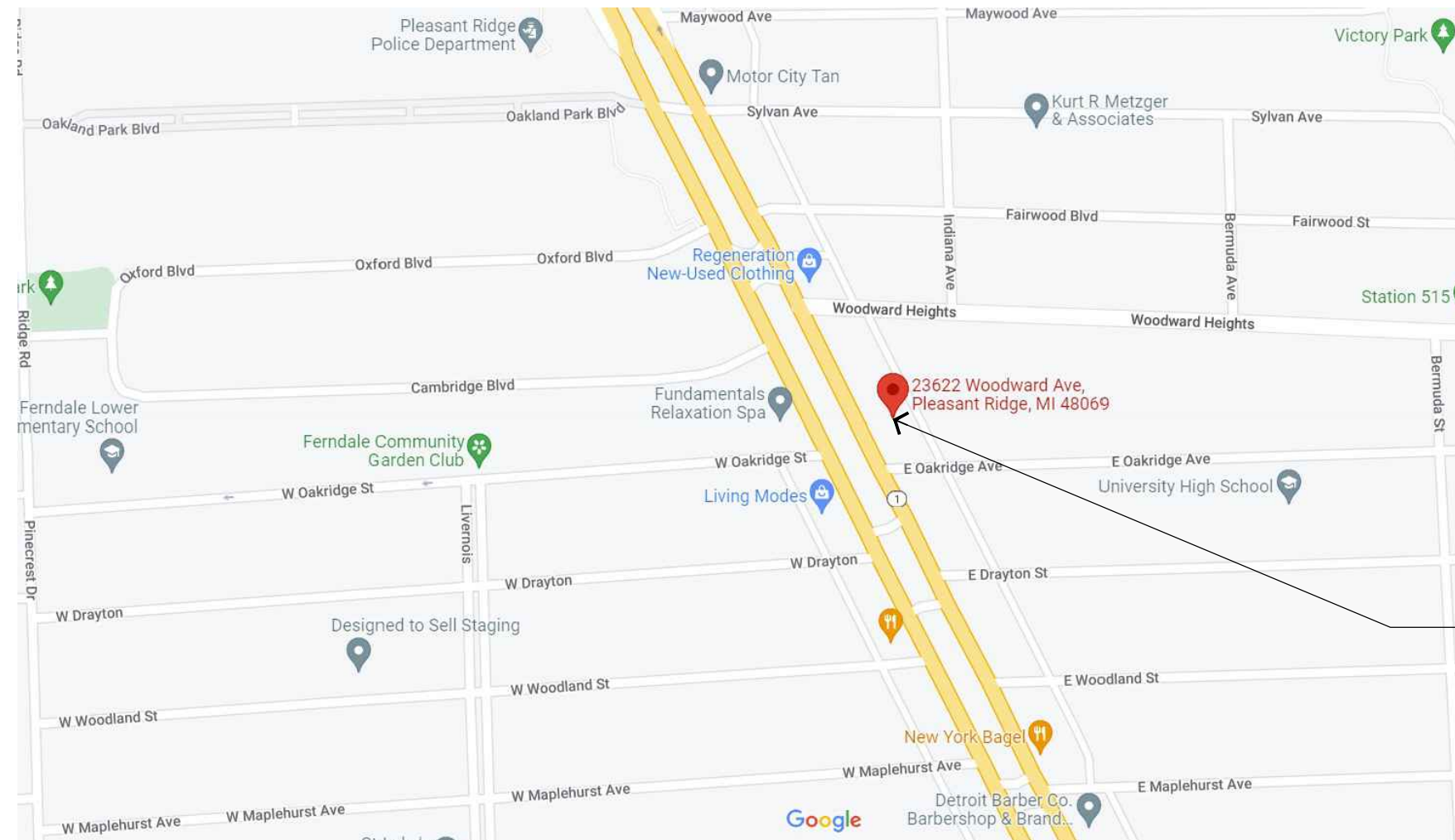
CREATE 3 ARCHITECTURE

100 Grandville Ave.
Suite 200
Grand Rapids, MI 49503

616.540.5175

SHEET INDEX:

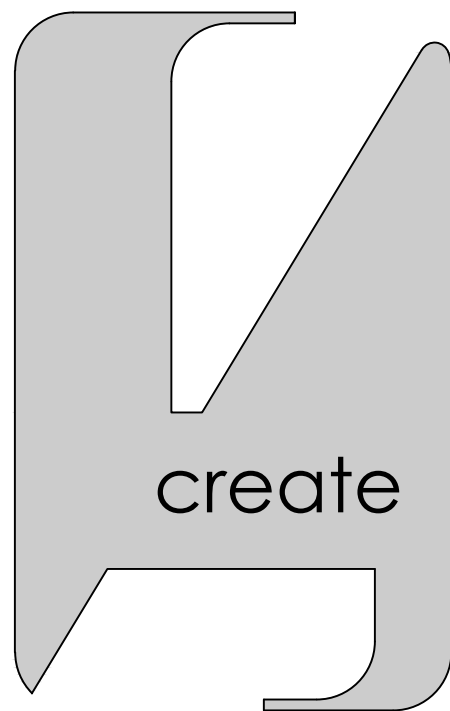
| | |
|--------------|--|
| G1.0 | COVER SHEET & GENERAL INFORMATION |
| ARCHITECTURE | |
| A1.1 | LEVEL 1 FLOOR PLAN |
| A5.1 | EXTERIOR ELEVATIONS |
| A5.2 | EXTERIOR ELEVATIONS |
| CIVIL | |
| SP-1 | EXISTING SITE SURVEY AND DEMOLITION |
| SP-2 | GRAPHIC SITE PLAN, LANDSCAPE, AND PHOTOMETRIC PLAN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



CREDIT: GOOGLE MAPS

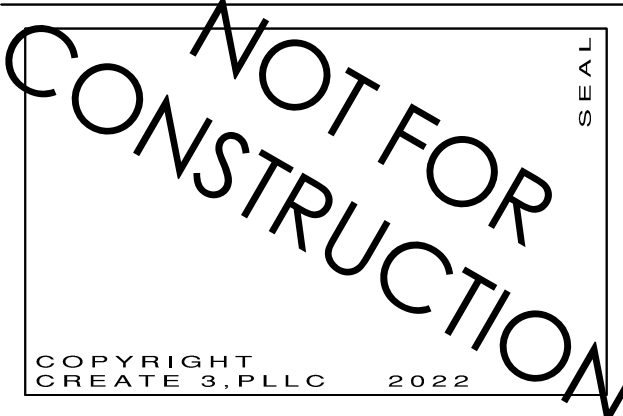


SITE VICINITY PLAN



100 GRANDVILLE SW
SUITE 200
GRAND RAPIDS, MI 49503

616.540.5175



COPYRIGHT
CREATE 3, PLLC 2022

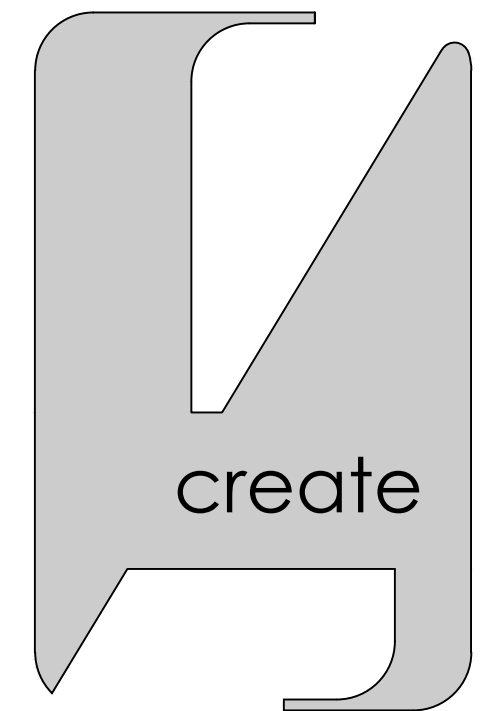
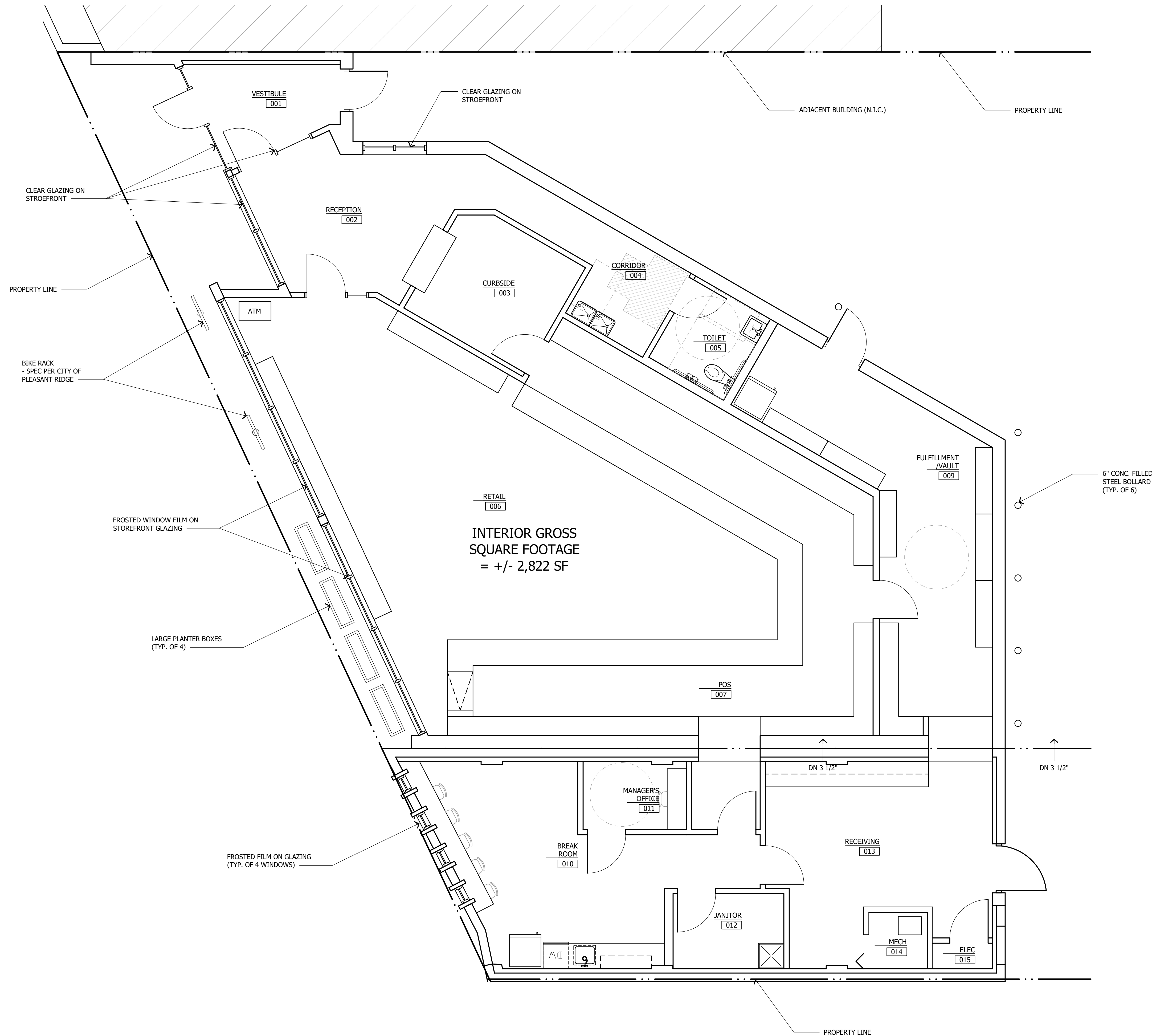
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|--------------------|------------|
| Site Plan Approval | 12/06/2022 |
| | |
| | |
| | |
| | |

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

| | | |
|---------|---------|--------|
| 22-1004 | PROJ. # | ISSUED |
|---------|---------|--------|

| | |
|---|-------|
| Cover Sheet & General Information | SHEET |
|---|-------|

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



100 GRANDVILLE SW
SUITE 200
GRAND RAPIDS, MI 49503

616.540.5175

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CONSTRUCTION

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CREATE 3.P.LLC 2022

| DESCRIPTION | DATE |
|--------------------|------------|
| Site Plan Approval | 12/06/2022 |
| | |
| | |
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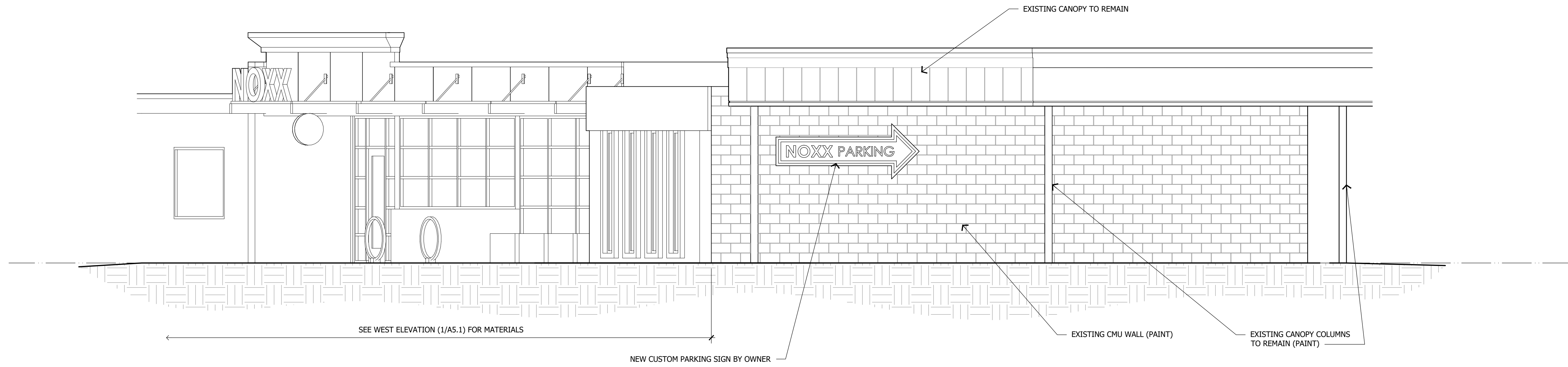
Noxx Cannabis
Provisioning Center

23622 Woodward Ave.
Pleasant Ridge, Michigan 48069

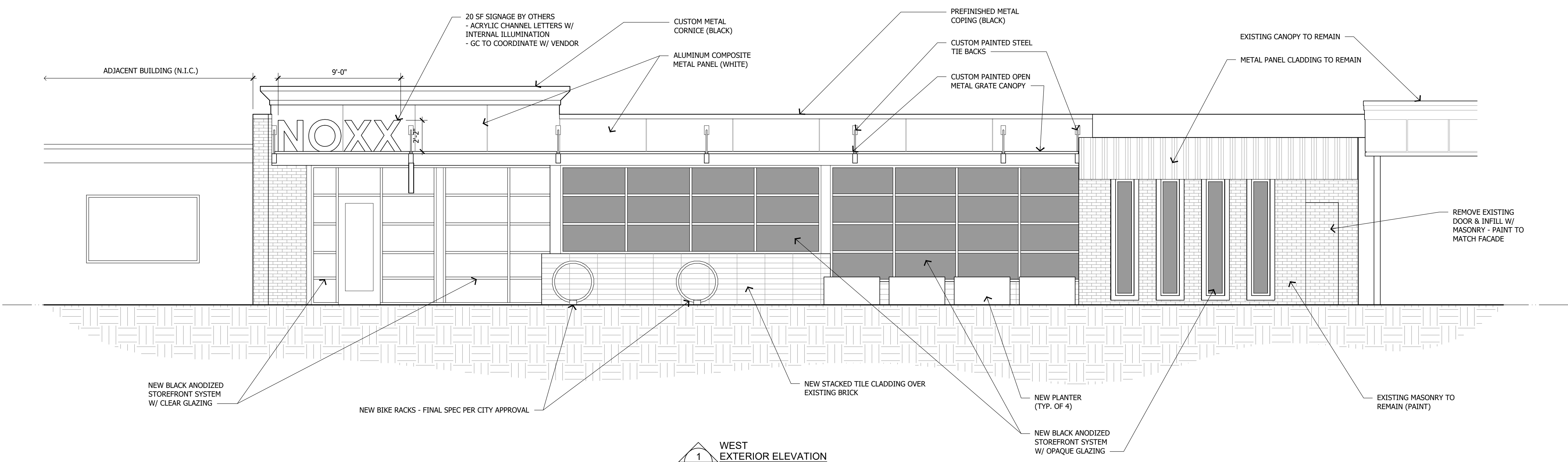
22-1004

Level 1
Floor Plan

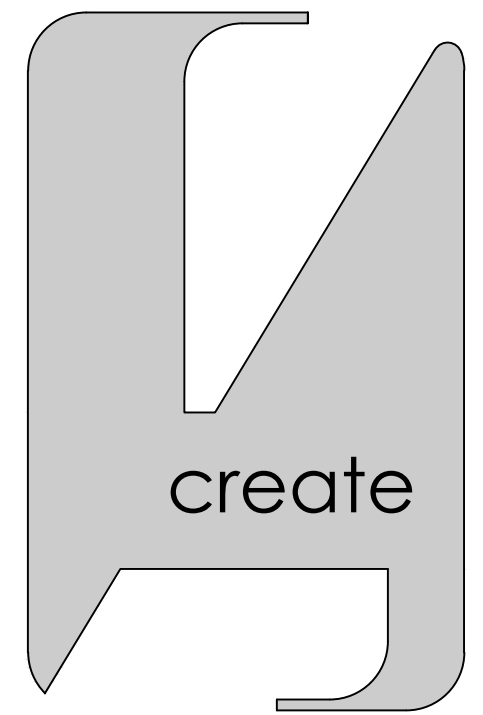
A1.1



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

| | |
|----------------------------------|------------|
| NOT FOR CONSTRUCTION | |
| COPYRIGHT CREATE 3.P.LLC 2022 | |
| DESCRIPTION | DATE |
| Site Plan Approval | 12/06/2022 |
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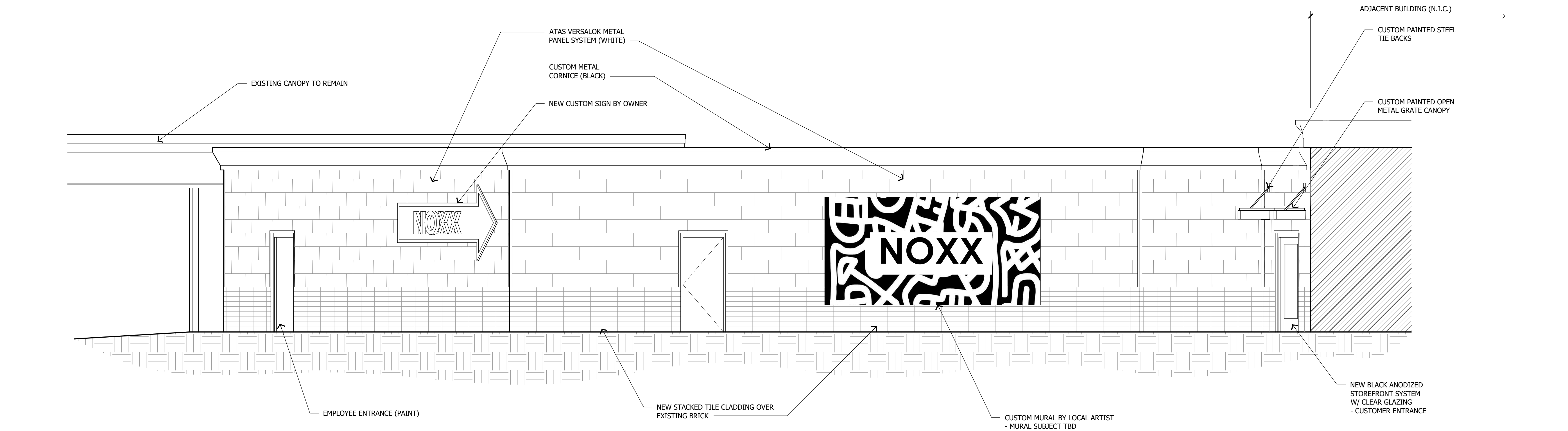
Noxx Cannabis
Provisioning Center

23622 Woodward Ave.
Pleasant Ridge, Michigan 48069

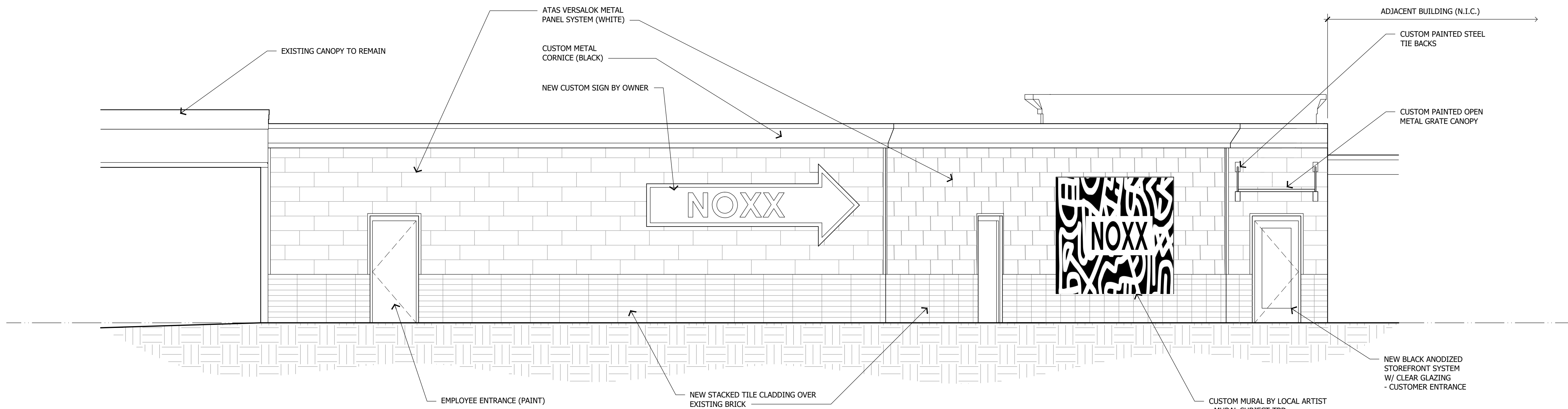
22-1004

Exterior
Elevation
& Perspective

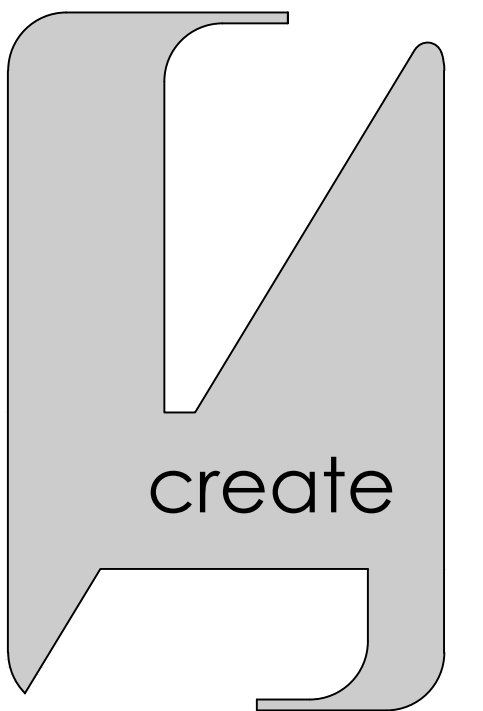
A5.1



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
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CONSTRUCTION

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CREATE 3, PLLC 2022

| DESCRIPTION | DATE |
|--------------------|-----------|
| Site Plan Approval | 12/8/2022 |
| | |
| | |
| | |
| | |

Noxx Cannabis
Provisioning Center

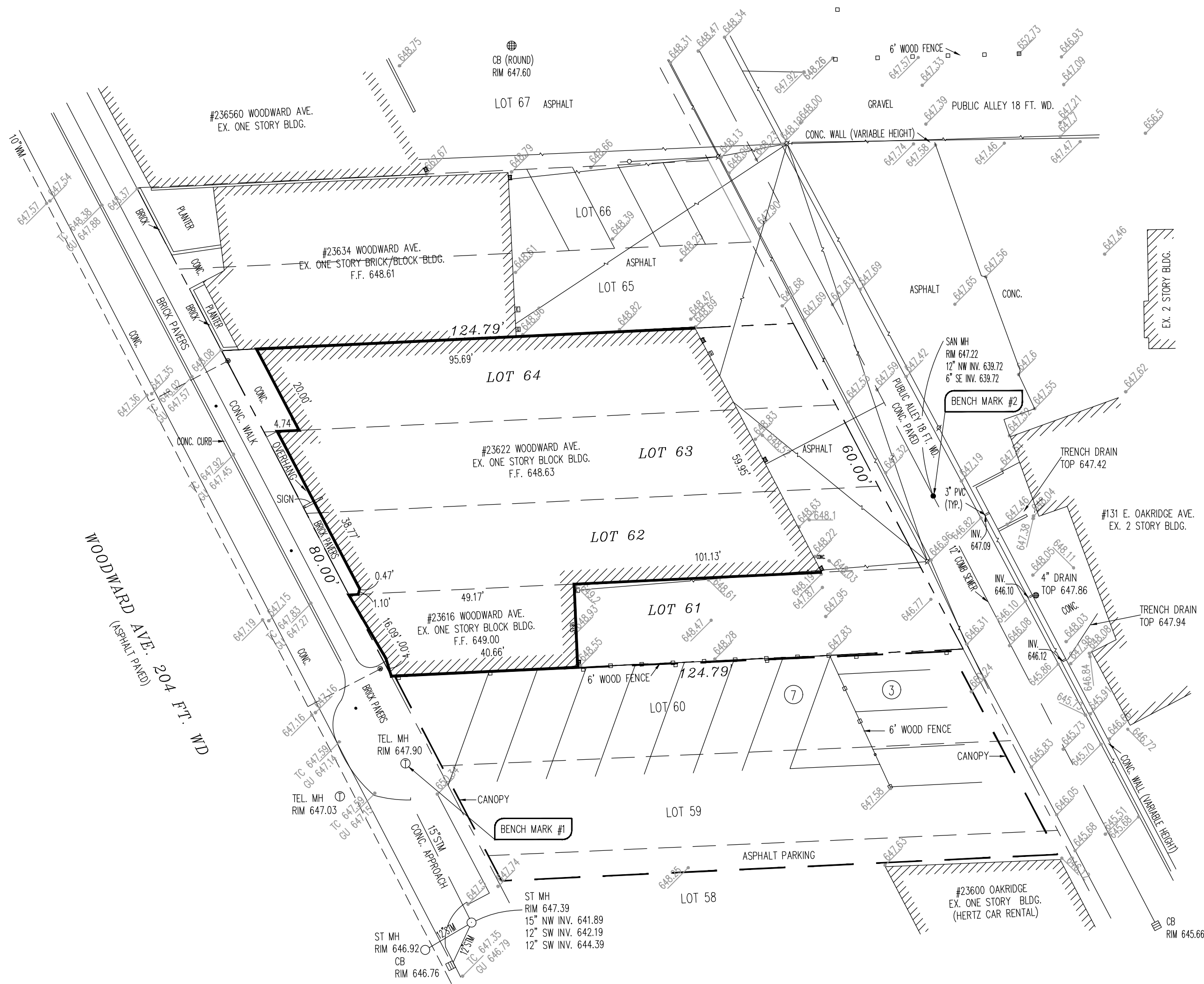
23622 Woodward Ave.
Pleasant Ridge, Michigan 48069

22-1004

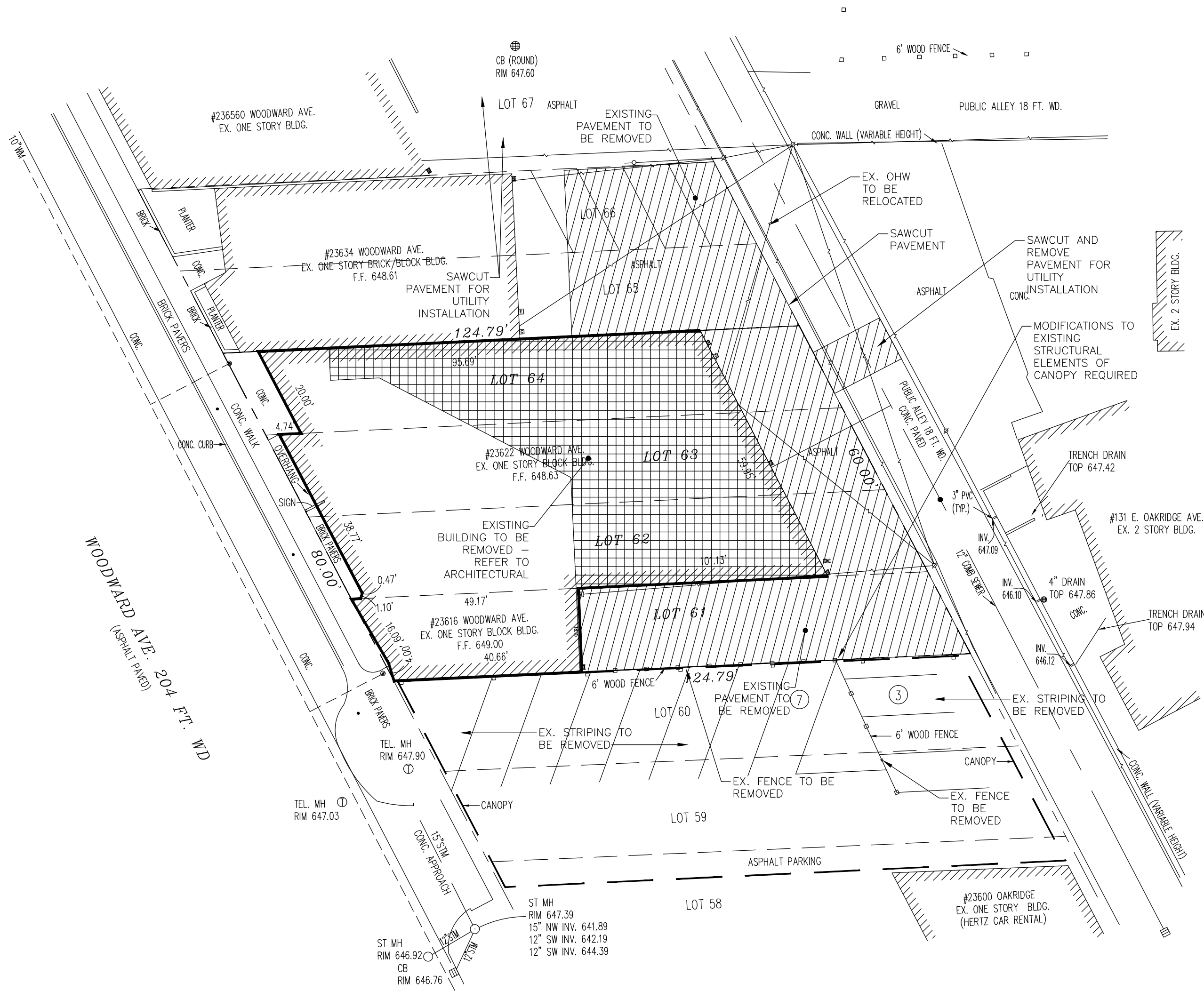
Exterior
Elevation
& Perspective

A5.2

SURVEY PLAN



REMOVAL PLAN



REMOVAL NOTES

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

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

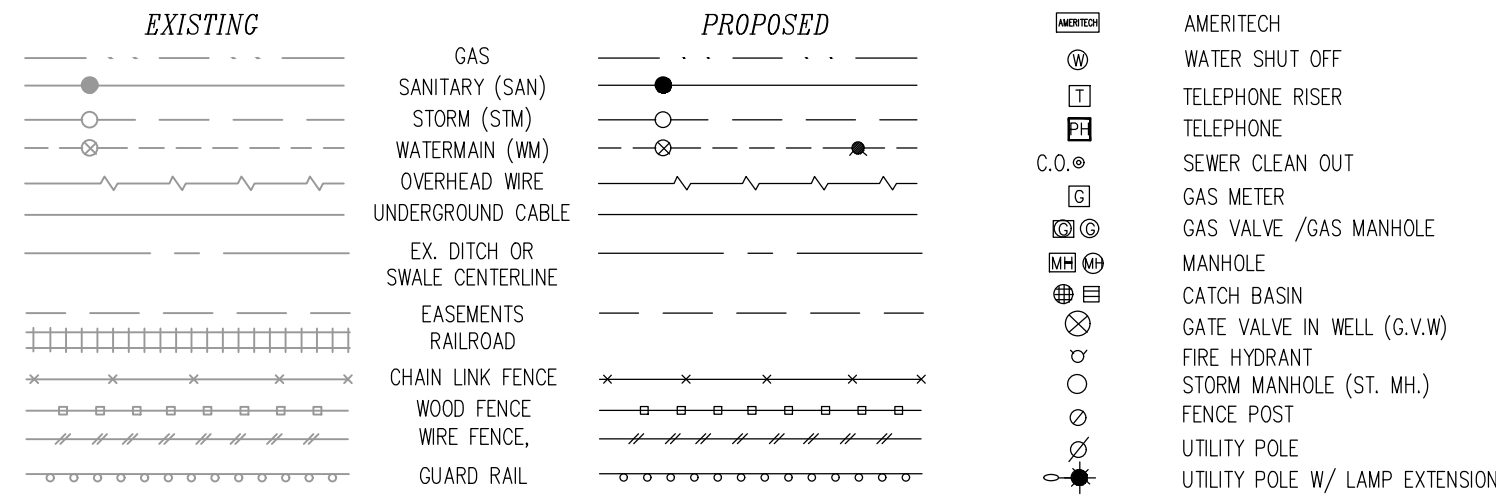
ZONED- C (COMMERCIAL COMMUNITY)
SETBACKS-
FRONT: - 10'
REAR: - 10'
SIDE: - 0'

BENCHMARKS

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

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

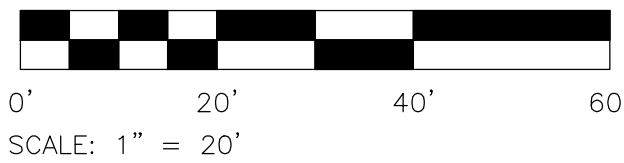
LEGEND



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



Know what's below.
Call before you dig.



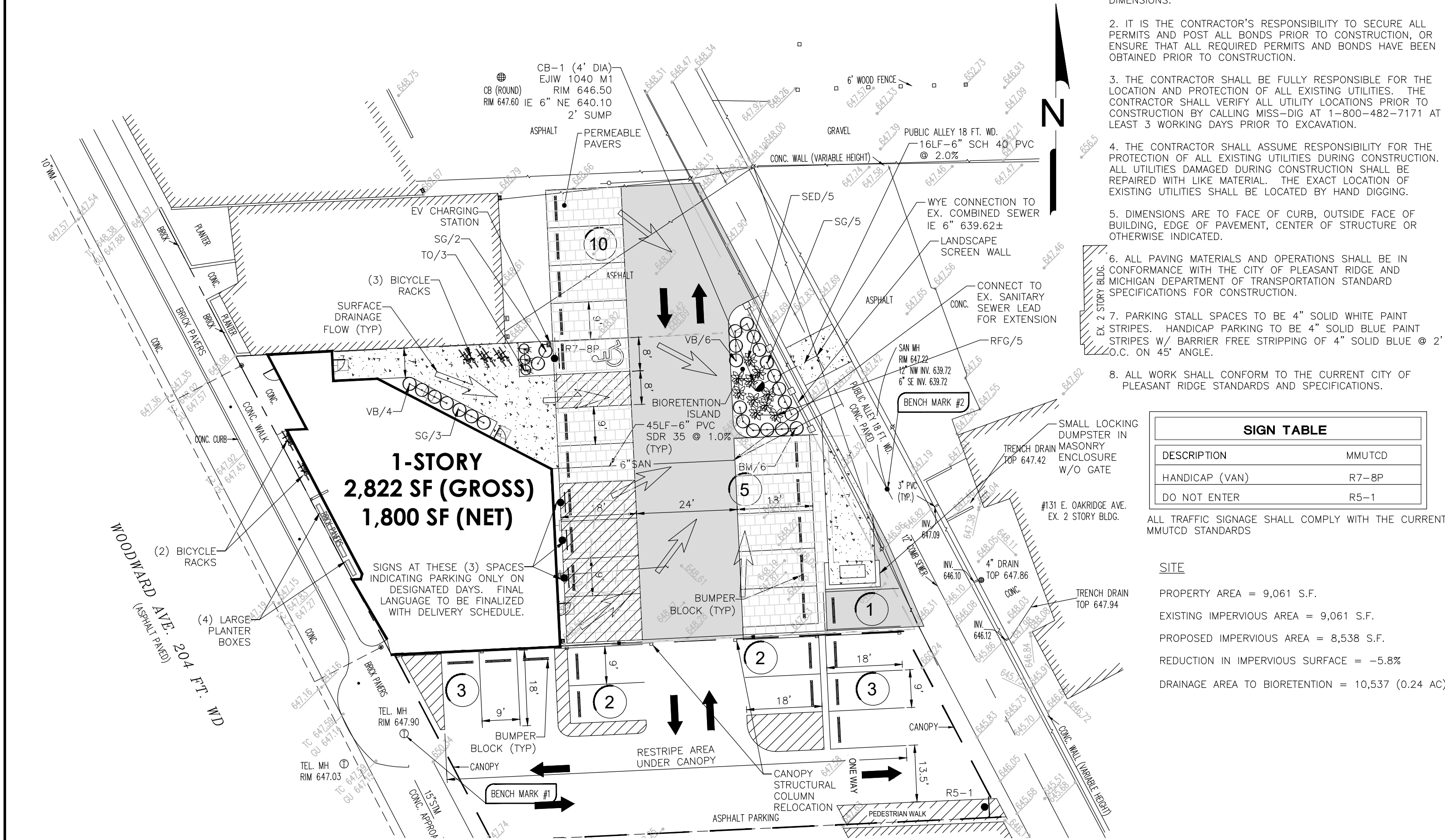
SURVEY TECH
LAND SURVEYING CIVIL ENGINEERING
3253 LYNHURST CT., OAKLAND MI 48306
TEL (248) 670-6556

NOXX

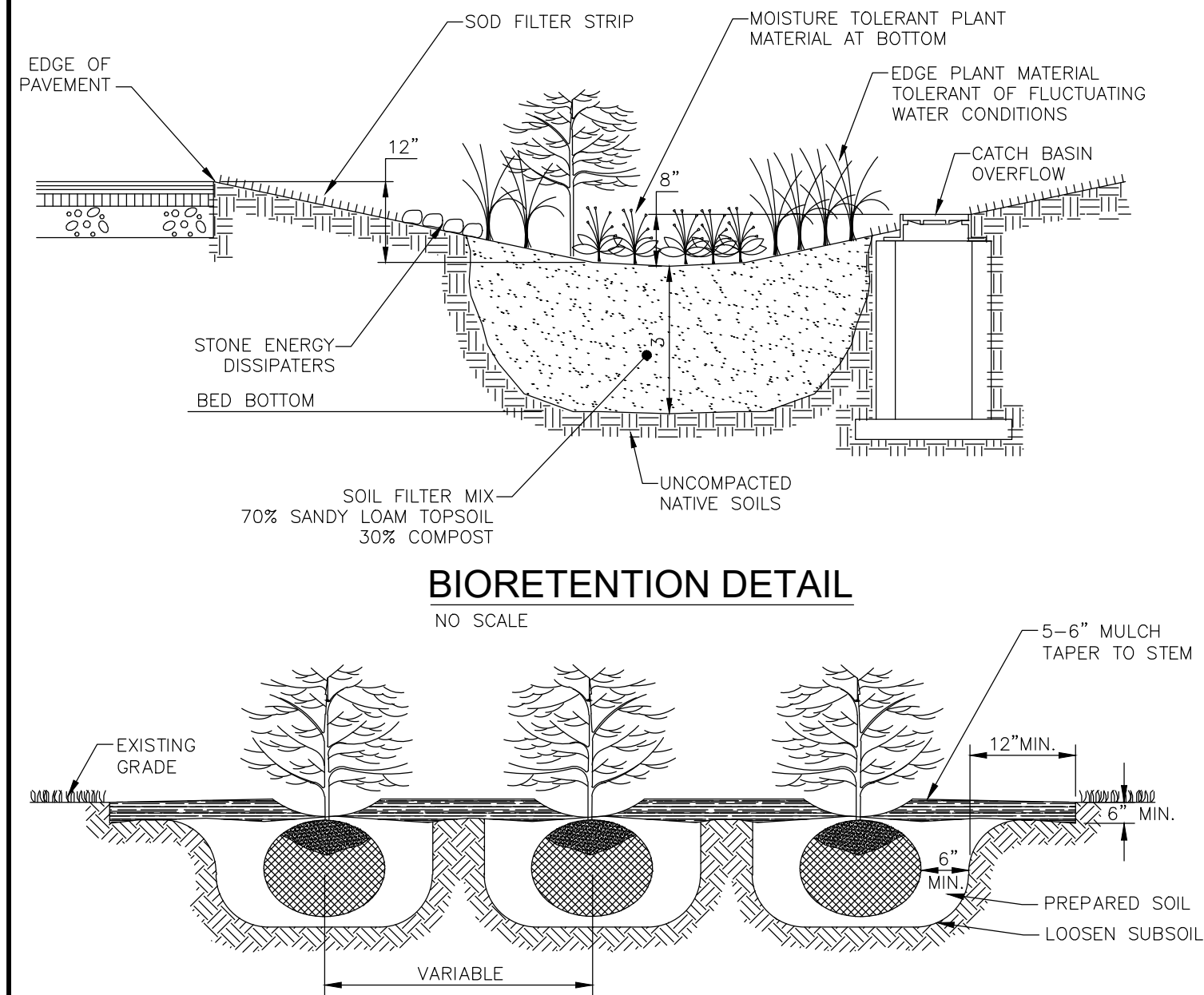
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|------------------------|------------------|---------------|--------|
| SCALE: 1"=20' | DATE: 01-10-2022 | JOB # : 21172 | SHEET: |
| DRAWN BY: ACA | CHECKED BY: MMF | APPROVED BY: | |
| APPLICATION 01/10/2022 | | | |
| ADD PARKING 04/15/2022 | |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

SP-1

SITE LAYOUT PLAN



PLANTING LIST



PAVEMENT INFORMATION

| | |
|--|---------------------|
| | BITUMINOUS PAVEMENT |
| | CONCRETE PAVEMENT |
| | PERMEABLE PAVERS |

SITE INFORMATION

ZONING:
COMMERCIAL

LAND USE:
PROPOSED LAND USE IS MARIHUANA DISPENSARY

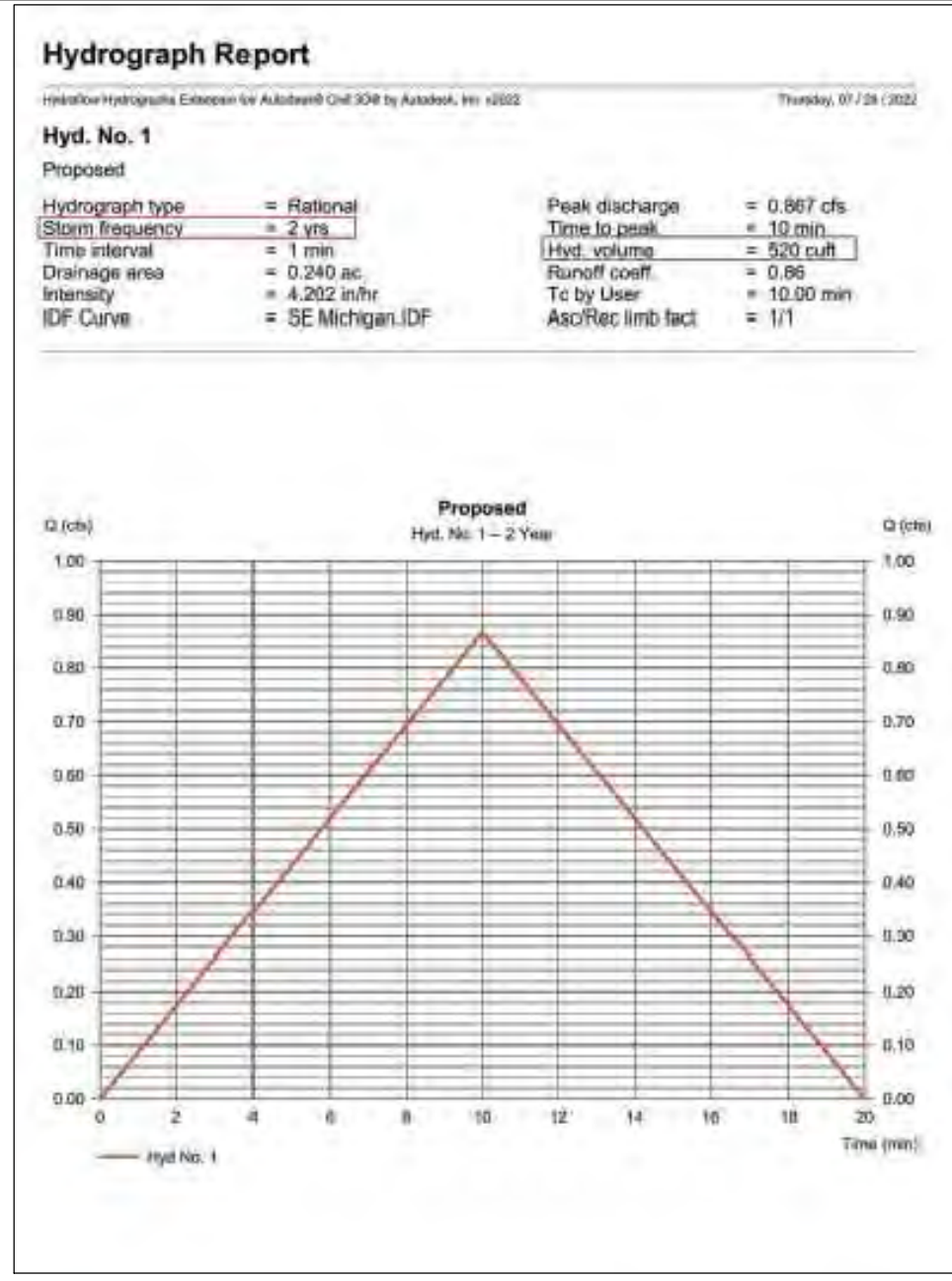
PARKING DATA:
REQUIRED
RETAIL = 1 SPACE / 200 SF USABLE
RETAIL = 1,800 / 200 = 9
TOTAL REQUIRED = 9 SPACES

PROVIDED
STANDARD SPACES = 25
ADA SPACES = 1 (INCLUDING VAN ACCESSIBLE)
TOTAL PROVIDED = 26 SPACES

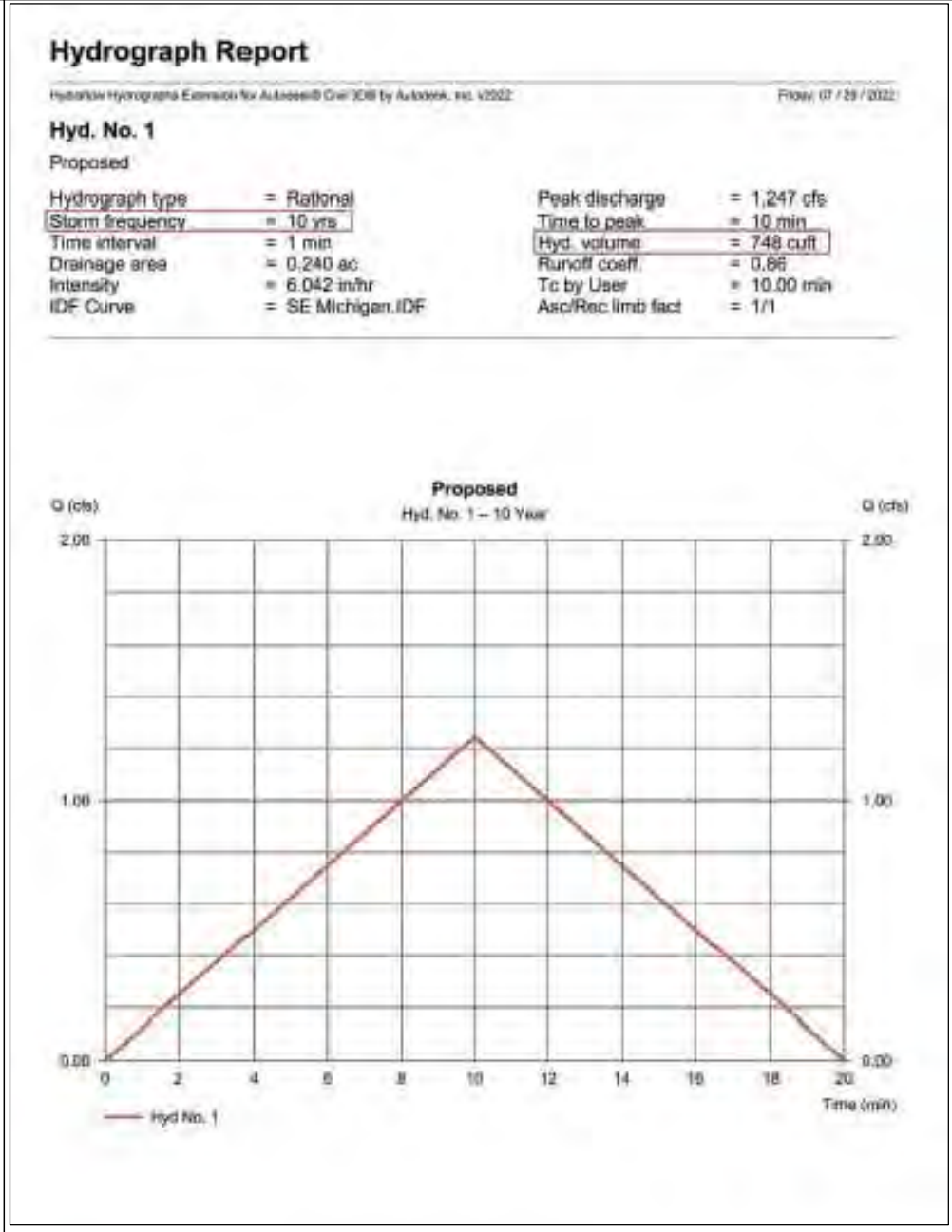
BIORETENTION CALCULATION

| BIORETENTION | | | | |
|--|-------------------------|--------------------------------|--|-------------|
| I. Water Quality Control | | | | |
| 1) Developed area contributing runoff (a) | | | | 0.24 acres |
| (Including Pervious Paved Area) | | | | |
| 2) Required Proposed 2-Year Storm Water Quality Volume | | | | 520 cf |
| 3) Required Proposed 10-Year Storm | | | | 748 cf |
| II. Bioretention Storage Volume | | | | |
| Bioretention Volume = Surface Storage Volume + Soil Storage Volume + Infiltration Volume | | | | 1,773 cf |
| Surface Storage Volume | | | | |
| ELEV | AREA (ft ²) | AVG. VOLUME (ft ³) | | |
| 645.85 | 0.0 | 50.80 | | |
| 645.95 | 101.2 | 154.30 | | |
| 646.05 | 207.4 | 250.25 | | |
| 646.15 | 293.1 | 227.58 | | |
| 646.25 | 330.8 | 311.95 | | |
| 646.35 | 354.6 | 342.67 | | |
| 646.45 | 379.4 | 366.98 | | |
| 646.50 | 432.0 | 941.22 | | |
| Soil Storage Volume | | | | |
| Area: | | | | 324.0 sf |
| Depth: | | | | 5 ft |
| Void Ratio of Storage Material: | | | | 30% |
| Soil Storage Volume: | | | | 486.0 cf |
| Infiltration Volume | | | | |
| Bed Area Bottom: | | | | 581.2 sf |
| Infiltration Design Rate: | | | | 0.5 in/hour |
| Infiltration Period: | | | | 12 hours |
| Infiltration Volume: | | | | 348 cf |

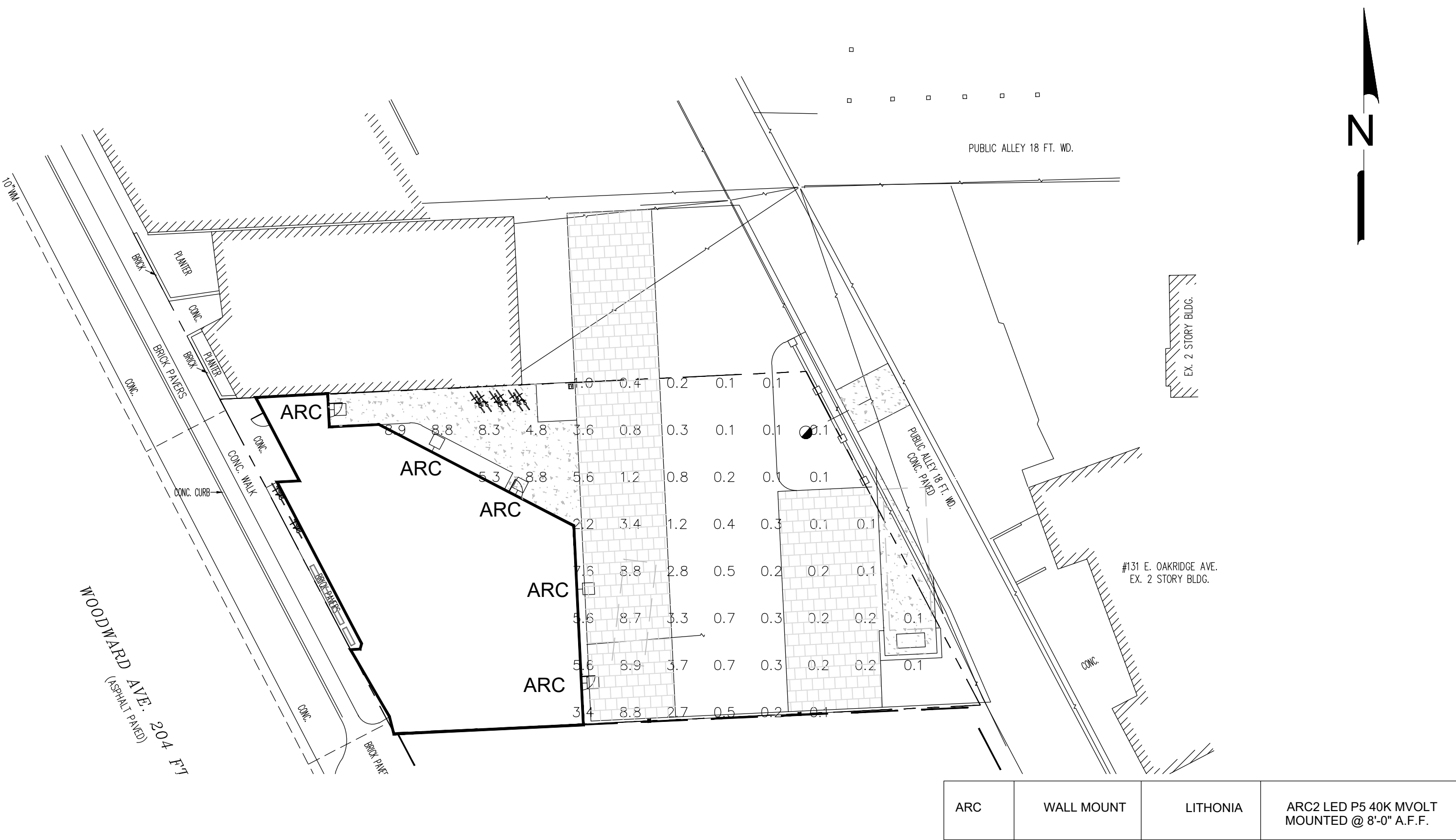
PROPOSED 2-YEAR EVENT



PROPOSED 10-YEAR EVENT

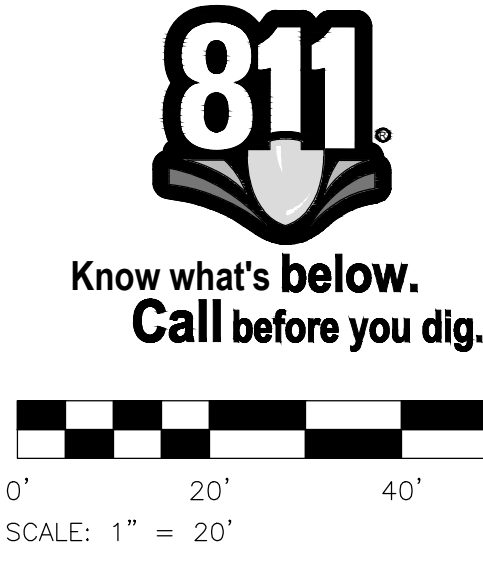
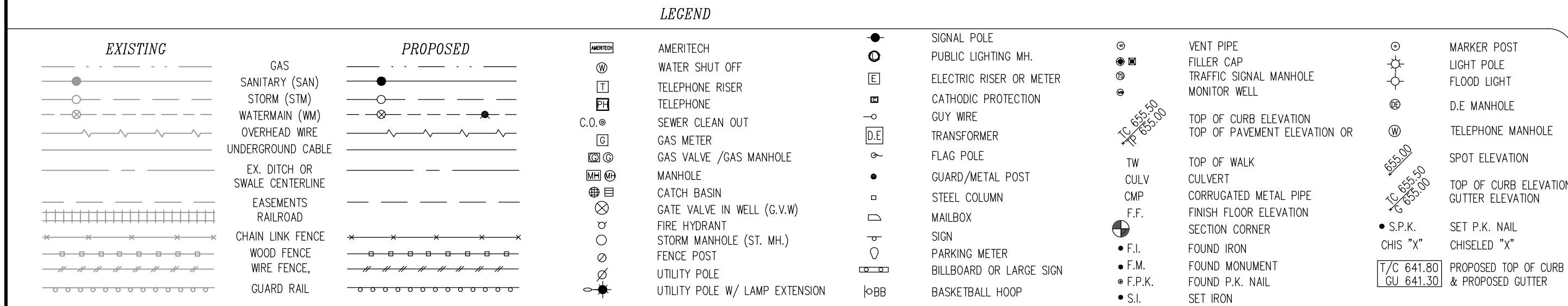


SITE LIGHTING PLAN



SHRUB BED DETAIL

SCALE: NONE



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

NOXX

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-2

SITE DETAILS



NO SCALE



NO SCALE



NO SCALE



NO SCALE



NO SCALE

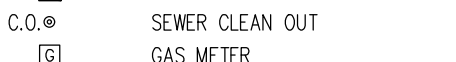
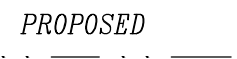
NOTES:
APEX BIKE RACK BY SITE SCAPES,
PRODUCT NO. AP2-02-EM
PLACE RACK MINIMUM OF 24" FROM



NO SCALE



NO SCALE



- 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

NOXX

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

SP-3

PLEASANT RIDGE / WOODWARD VIEW



Property of Noxx Cannabis

PLEASANT RIDGE / WOODWARD SIDE VIEW



Property of Noxx Cannabis

PLEASANT RIDGE / REAR OVERVIEW



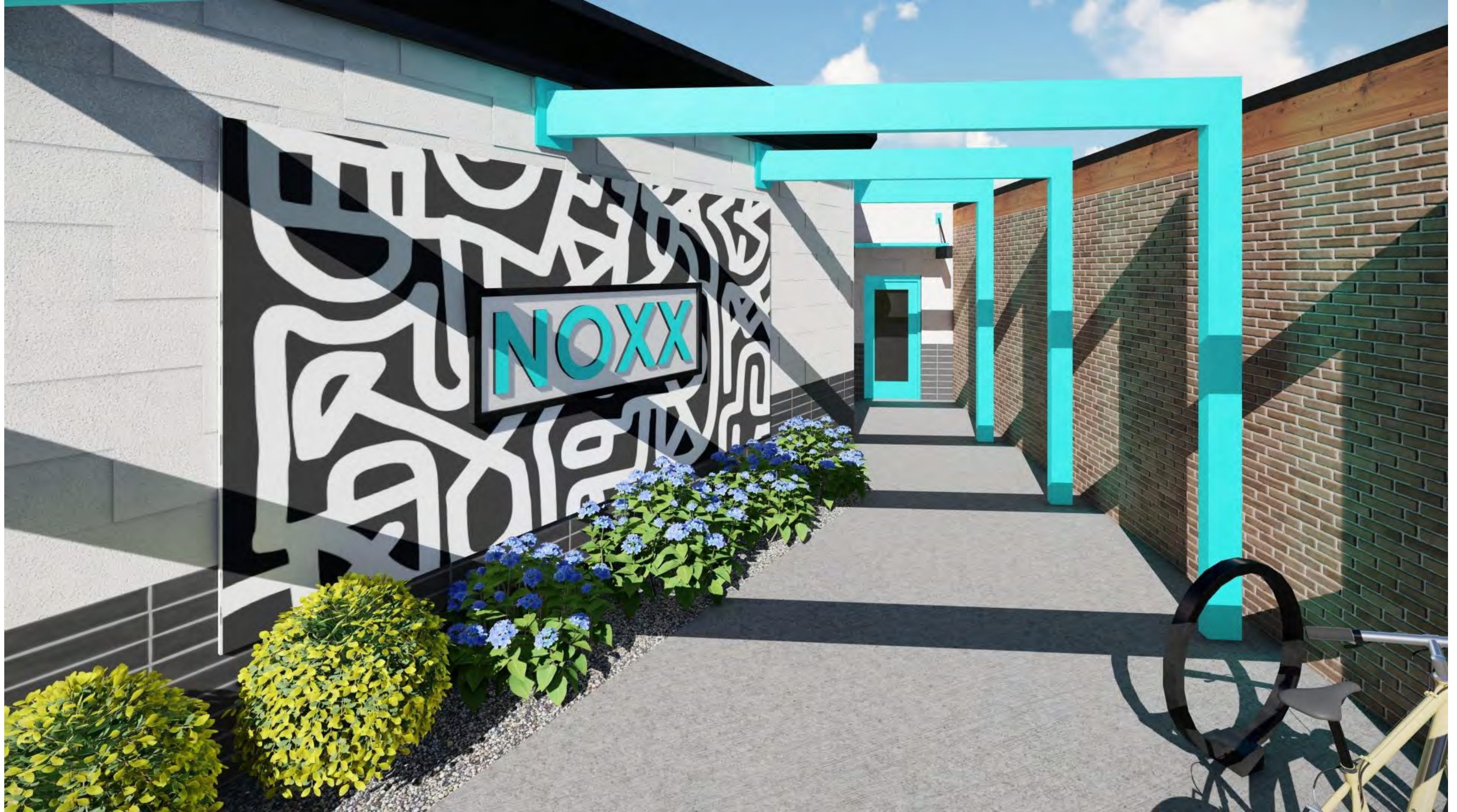
Property of Noxx Cannabis

PLEASANT RIDGE / REAR DETAIL



Property of Noxx Cannabis

PLEASANT RIDGE / AWNING DETAIL



Property of Noxx Cannabis

Traffic Impact Assessment

FOR

23616 Woodward Avenue
Pleasant Ridge, MI

PREPARED FOR
Noxx

BY
GIFFELS WEBSTER
DETROIT, MI

PROJECT 20206.10
January 2023

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| INTRODUCTION..... | 2 |
| STUDY AREA | 2 |
| EXISTING CONDITIONS..... | 5 |
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| TRIP DISTRIBUTION AND ASSIGNMENT | 7 |
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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

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

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

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

STUDY AREA

Roadway Network

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

Data Collection

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

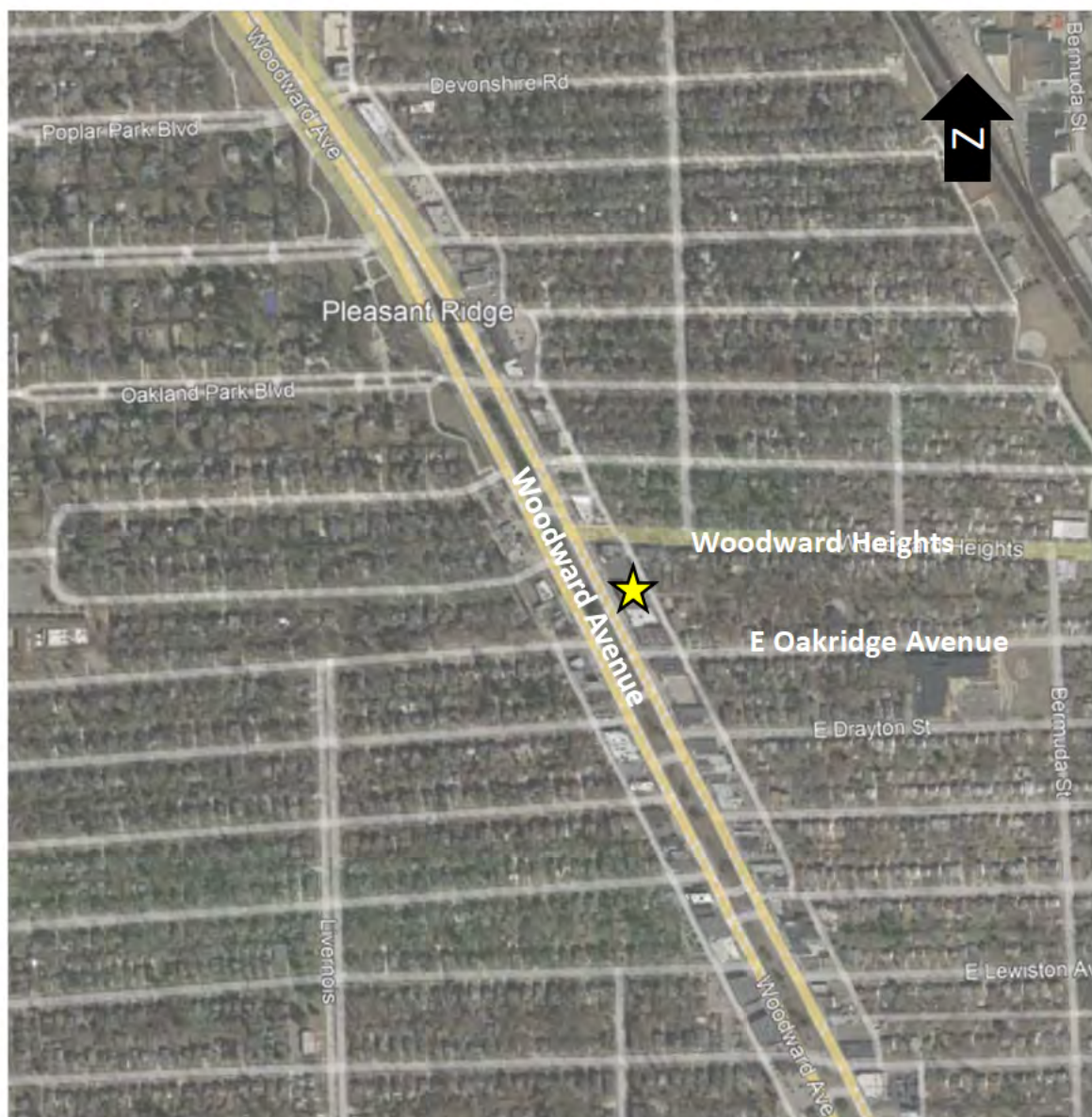


Figure 1. Study Area

N.T.S.

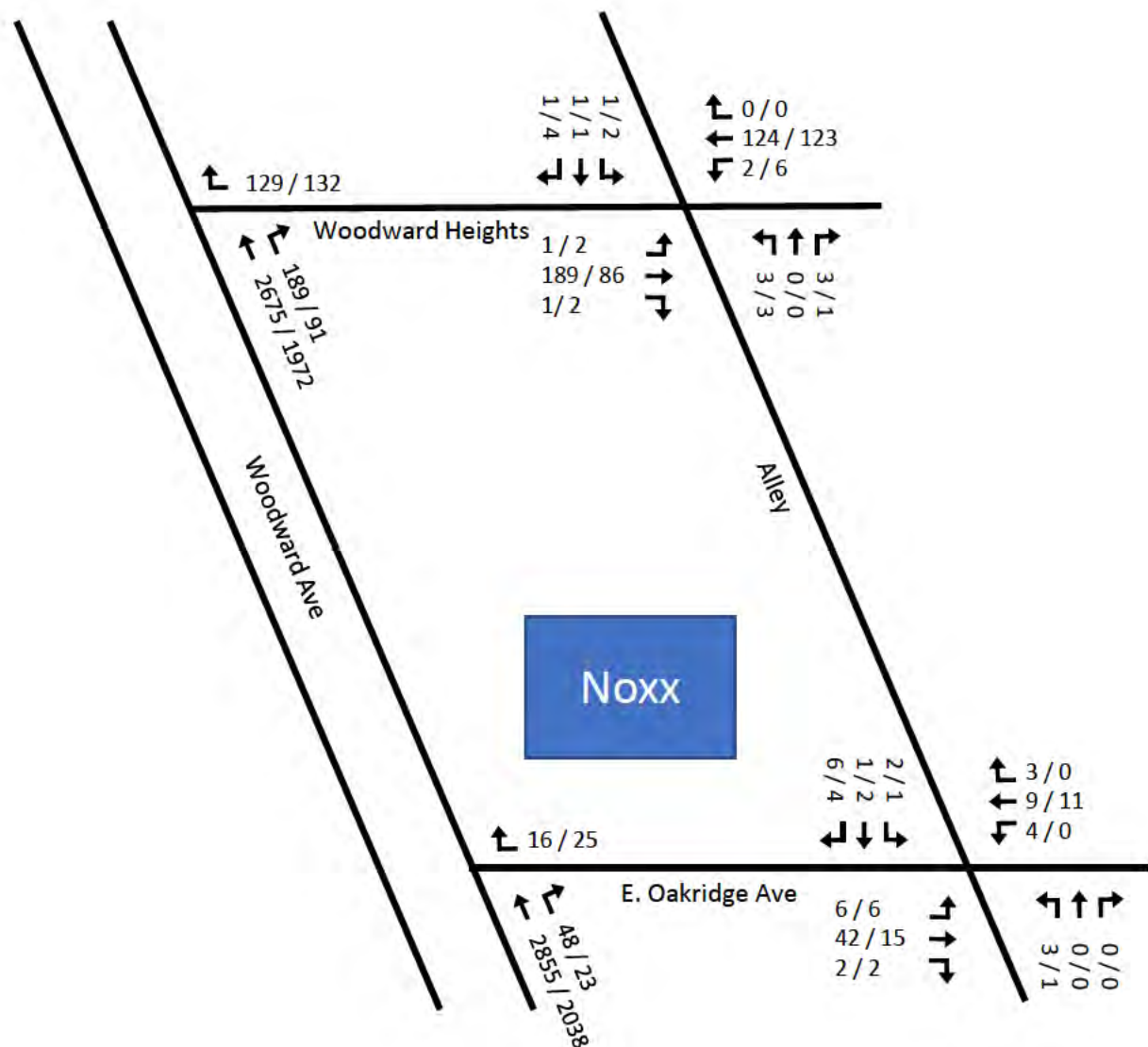


Figure 2. Existing Traffic Volumes

EXISTING CONDITIONS

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

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

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

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

Table 1: Level of Service Criteria

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

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

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

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

Table 2: Existing Conditions Capacity Analysis

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

TRIP GENERATION

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

Table 3: Trip Generation Summary

| Use | ITE Land Use Code | Size | Units | PM Peak-Hour Trips ¹ | | | SAT Peak-Hour Trips | | |
|--|-------------------------|-------|-------|------------------------------------|-----|-------|------------------------|-----|-------|
| | | | | In | Out | Total | In | Out | Total |
| Proposed Noxx in Pleasant Ridge, MI | | | | | | | | | |
| Marijuana Dispensary | 882 | 2,822 | SF | 26 | 27 | 53 | 40 | 41 | 81 |
| Similar use locations in Michigan (Peak Hourly Transactions) | | | | | | | | | |
| Location 1 – Hazel Park | | | | 19 | 19 | 38 | 18 | 19 | 37 |
| Location 2 – Ann Arbor | | | | 13 | 13 | 26 | 17 | 17 | 34 |
| Location 3 – Lansing | | | | 17 | 17 | 34 | 13 | 13 | 26 |

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

The subject development is expected to generate a total of 53 trips (26 inbound trips and 27 outbound trips) during the weekday PM peak period and a total of 81 trips (40 inbound trips and 41 outbound trips). As shown on Table 3, transaction data from similar use locations in Michigan for weekday and Saturday peak hours shows a lower actual or surveyed number of trips than that of ITE data for a 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.

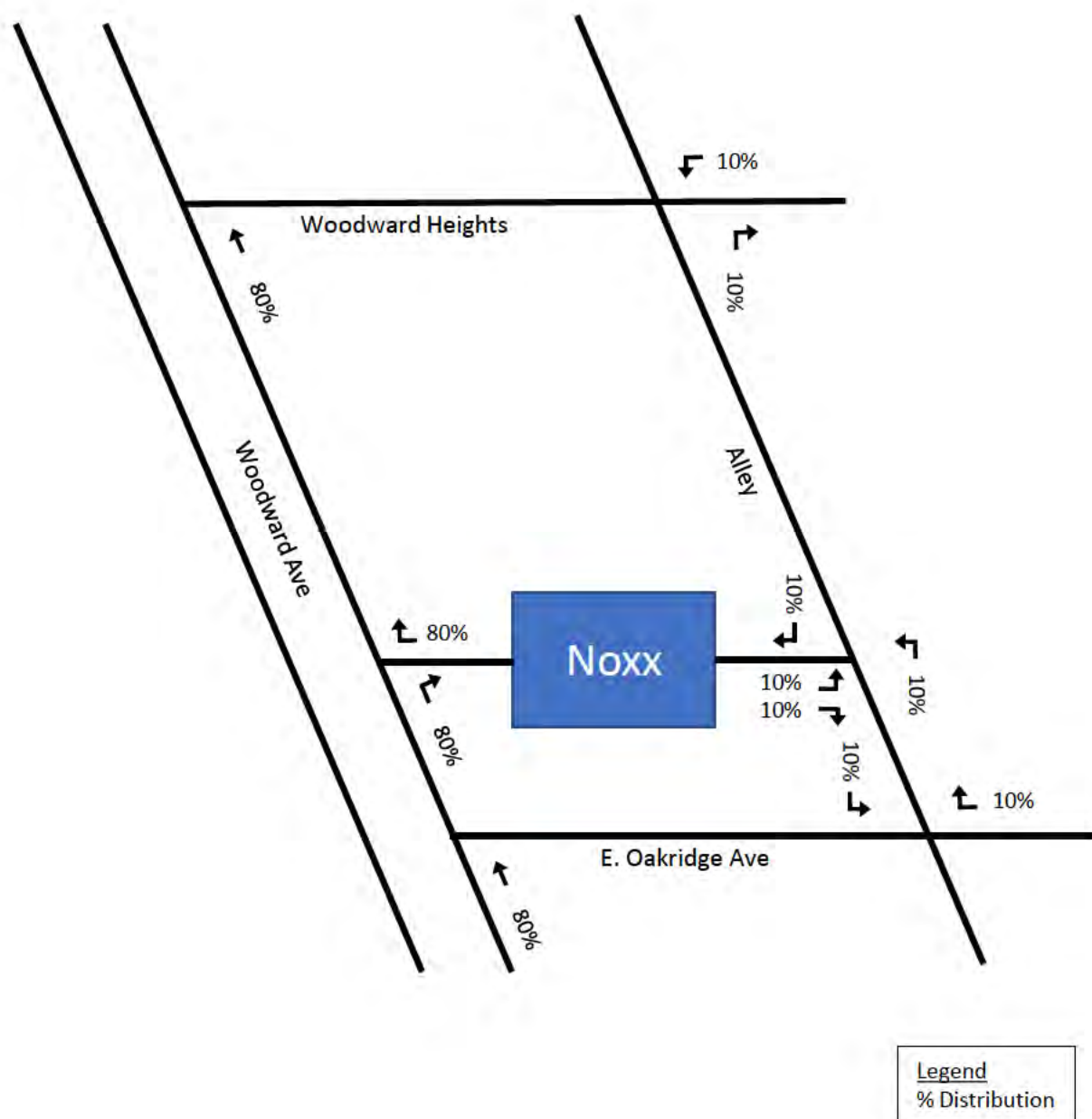
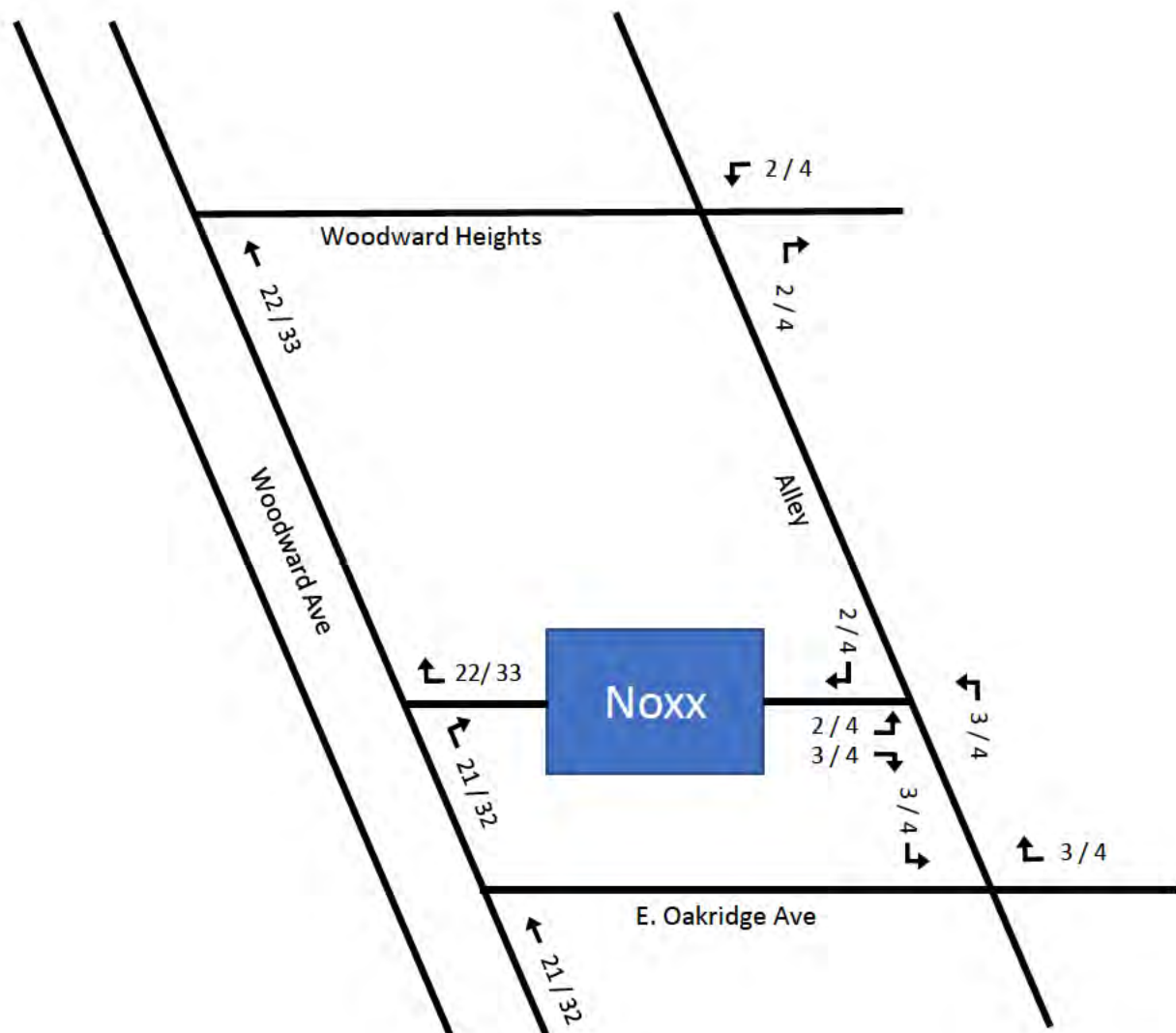


Figure 3. Trip Distribution

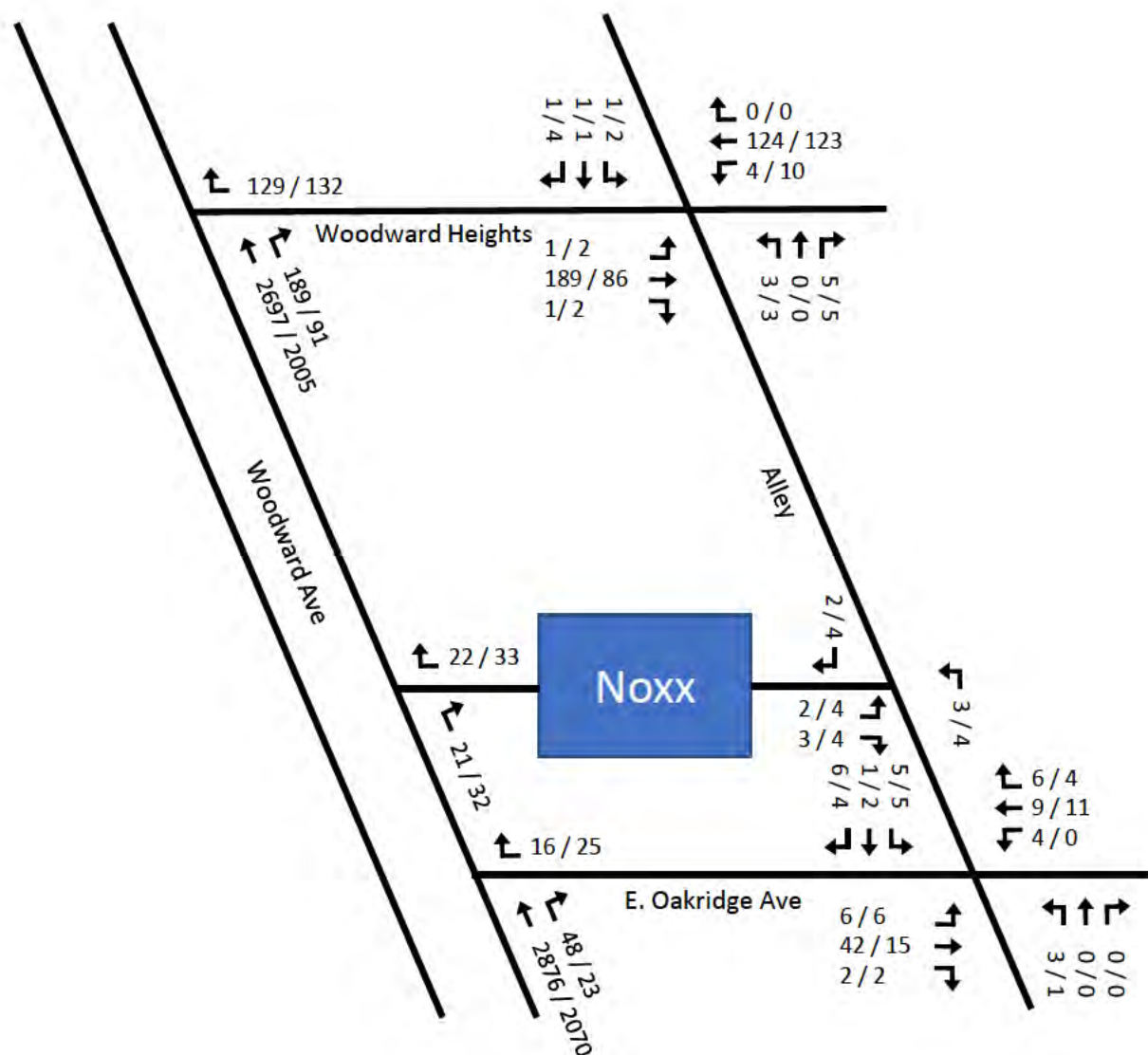
N.T.S.



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

Figure 4. Trip Assignment

N.T.S.



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

Figure 5. Future Traffic Volumes

CONCLUSIONS AND RECOMMENDATIONS

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

APPENDIX A

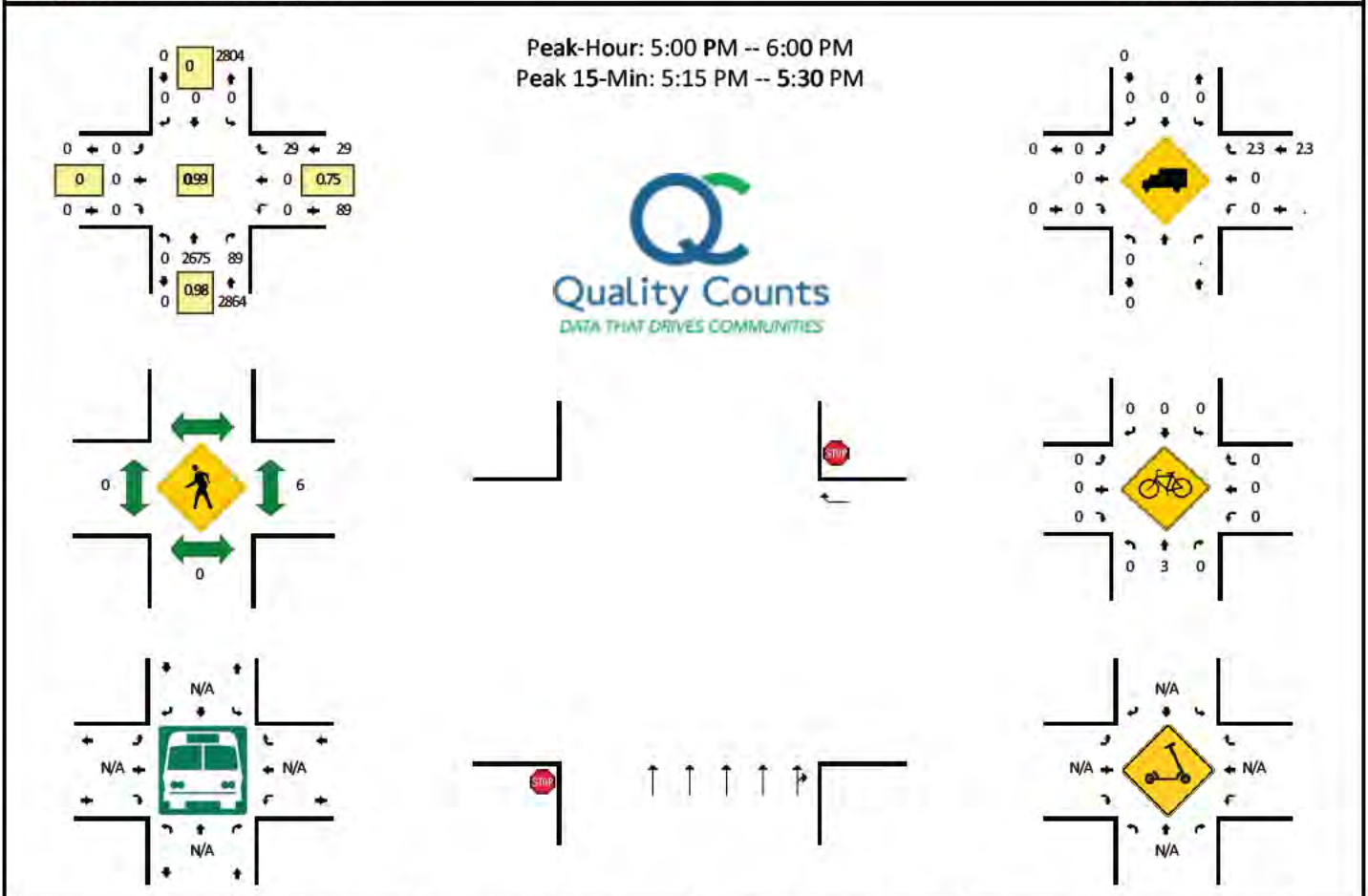
TURNING MOVEMENT COUNTS

LOCATION: NB Woodward Ave -- Woodward Heights

QC JOB #: 15879101

CITY/STATE: Pleasant Ridge, MI

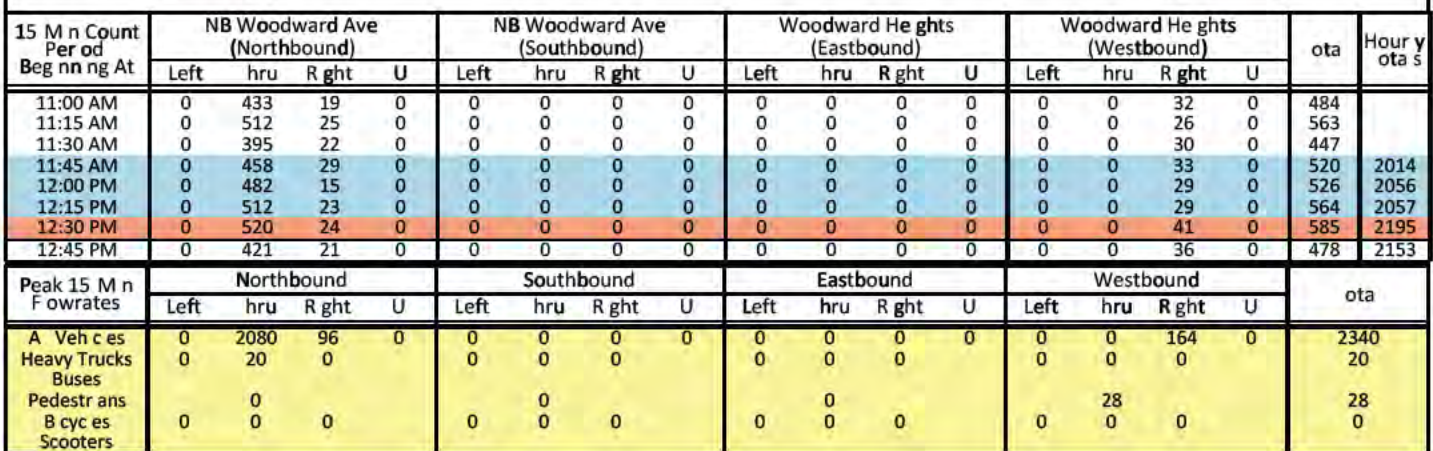
DATE: Tue, Jul 12 2022



| 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 Flowrates | 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 | 8 | |
| Bicycles | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| Scoters | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

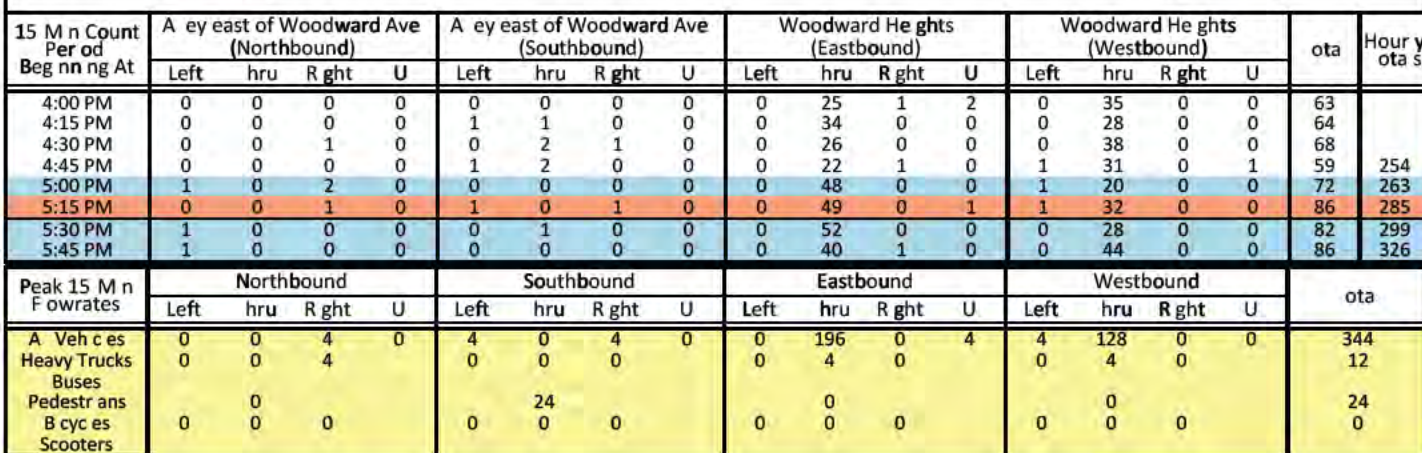
Comments:

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



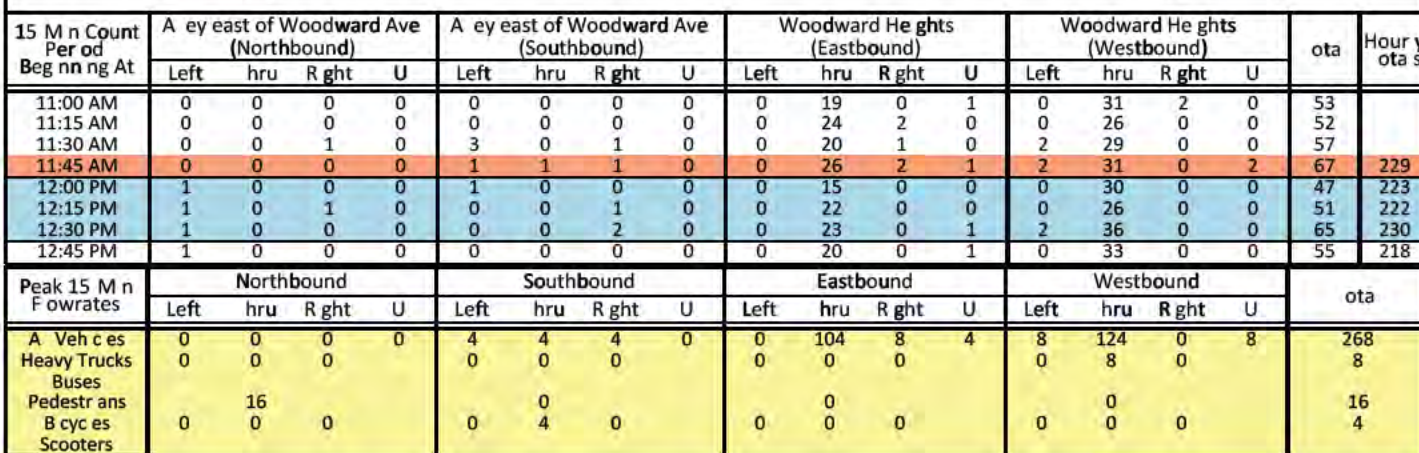
SOURCE: Qua ty Counts, LLC (<http://www.qua-tycounts.net>) 1 877 580 2212

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



SOURCE: Qua ty Counts, LLC (<http://www.qua-tycounts.net>) 1 877 580 2212

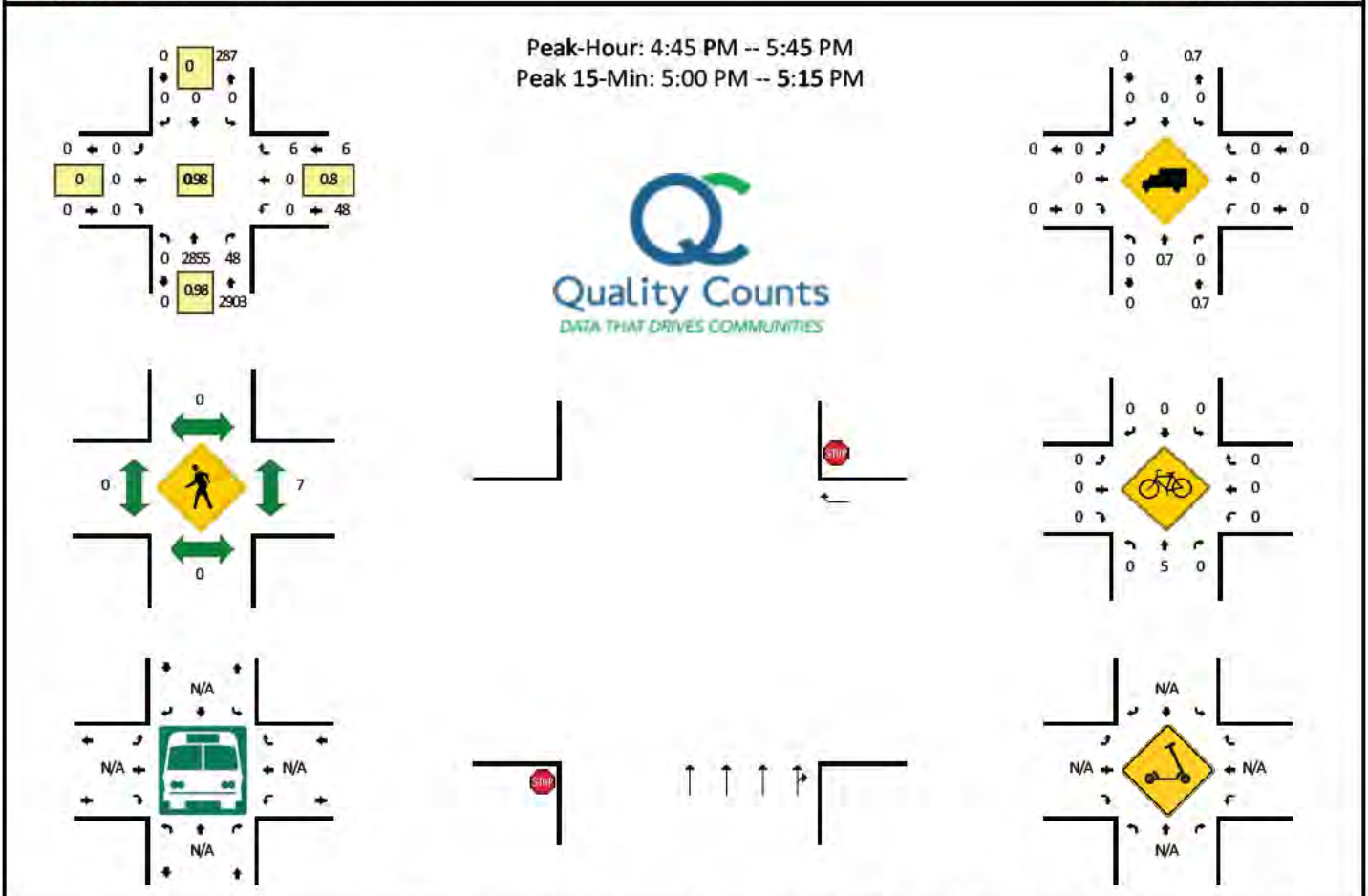
QC JOB #: 15879104
DATE: Sat, Jul 9 2022



SOURCE: Qua ty Counts, LLC (<http://www.qua-tycounts.net>) 1 877 580 2212

LOCATION: NB Woodward Ave -- E. Oakridge Ave
CITY/STATE: Ferndale, MI

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

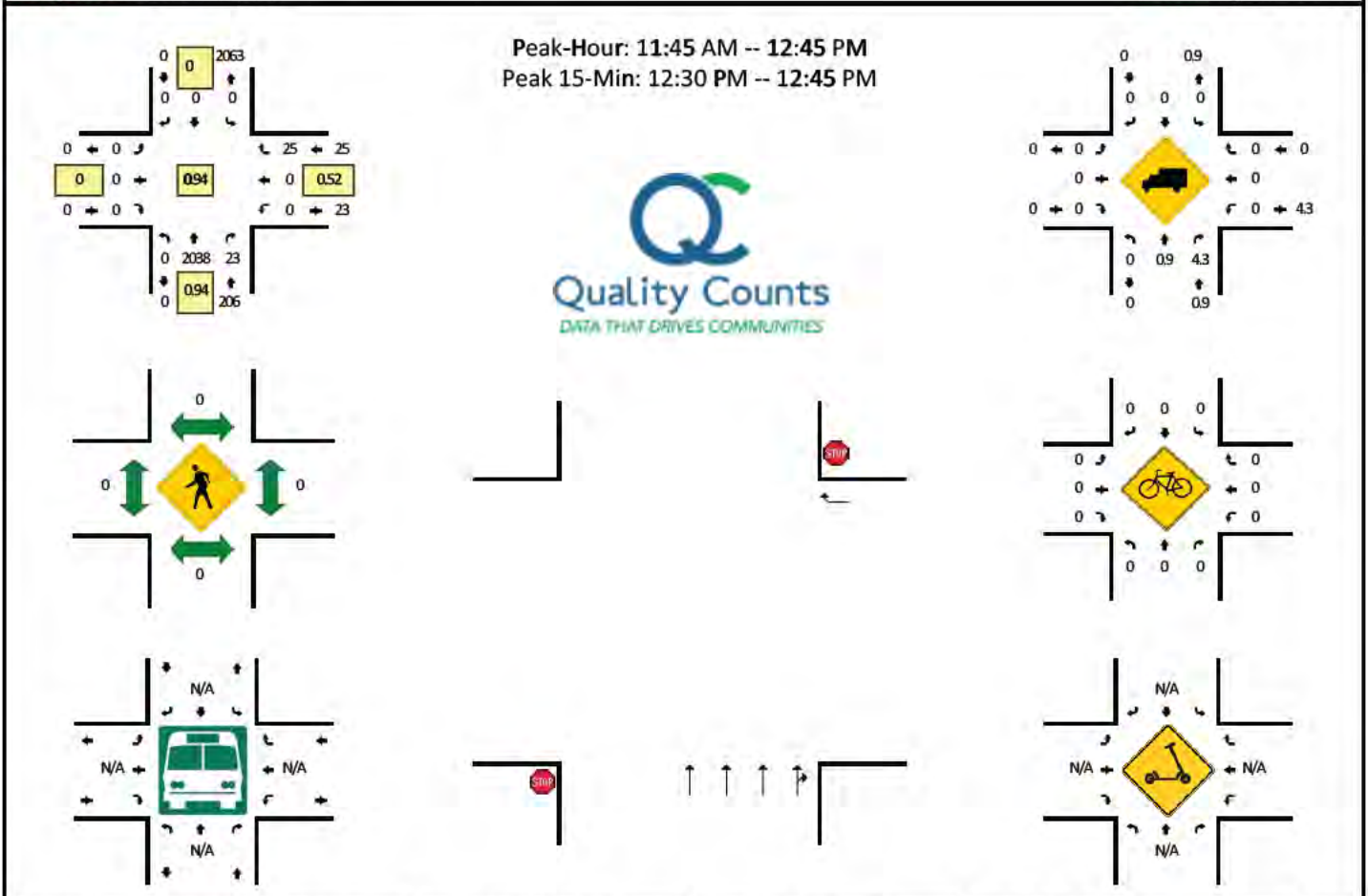


| 15 Min Count Period Beginning At | NB Woodward Ave (Northbound) | | | | NB Woodward Ave (Southbound) | | | | E Oakridge Ave (Eastbound) | | | | E Oakridge Ave (Westbound) | | | | ota | Hourly otas |
|--|---------------------------------|------|-------|---|---------------------------------|------|-------|---|-------------------------------|------|-------|---|-------------------------------|------|-------|---|------|----------------|
| | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | | |
| 4:00 PM | 0 | 625 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 635 | |
| 4:15 PM | 0 | 583 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 588 | |
| 4:30 PM | 0 | 666 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 673 | |
| 4:45 PM | 0 | 699 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 711 | 2607 |
| 5:00 PM | 0 | 728 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 742 | 2714 |
| 5:15 PM | 0 | 721 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 739 | 2865 |
| 5:30 PM | 0 | 707 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 727 | 2919 |
| 5:45 PM | 0 | 680 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 696 | 2904 |
| Peak 15 Min Flowrates | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | | ota | |
| | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | | |
| All Vehicles | 0 | 2912 | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 2968 | |
| Heavy Trucks | 0 | 20 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | | 20 | |
| Buses | | | | | | | | | | | | | | | | | | |
| Pedestrians | 0 | | | | 0 | | | | 0 | | | | 12 | | | | 12 | |
| Bicycles | 0 | 4 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | | 4 | |
| Scooters | | | | | | | | | | | | | | | | | | |

Comments:

LOCATION: NB Woodward Ave -- E. Oakridge Ave
CITY/STATE: Ferndale, MI

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

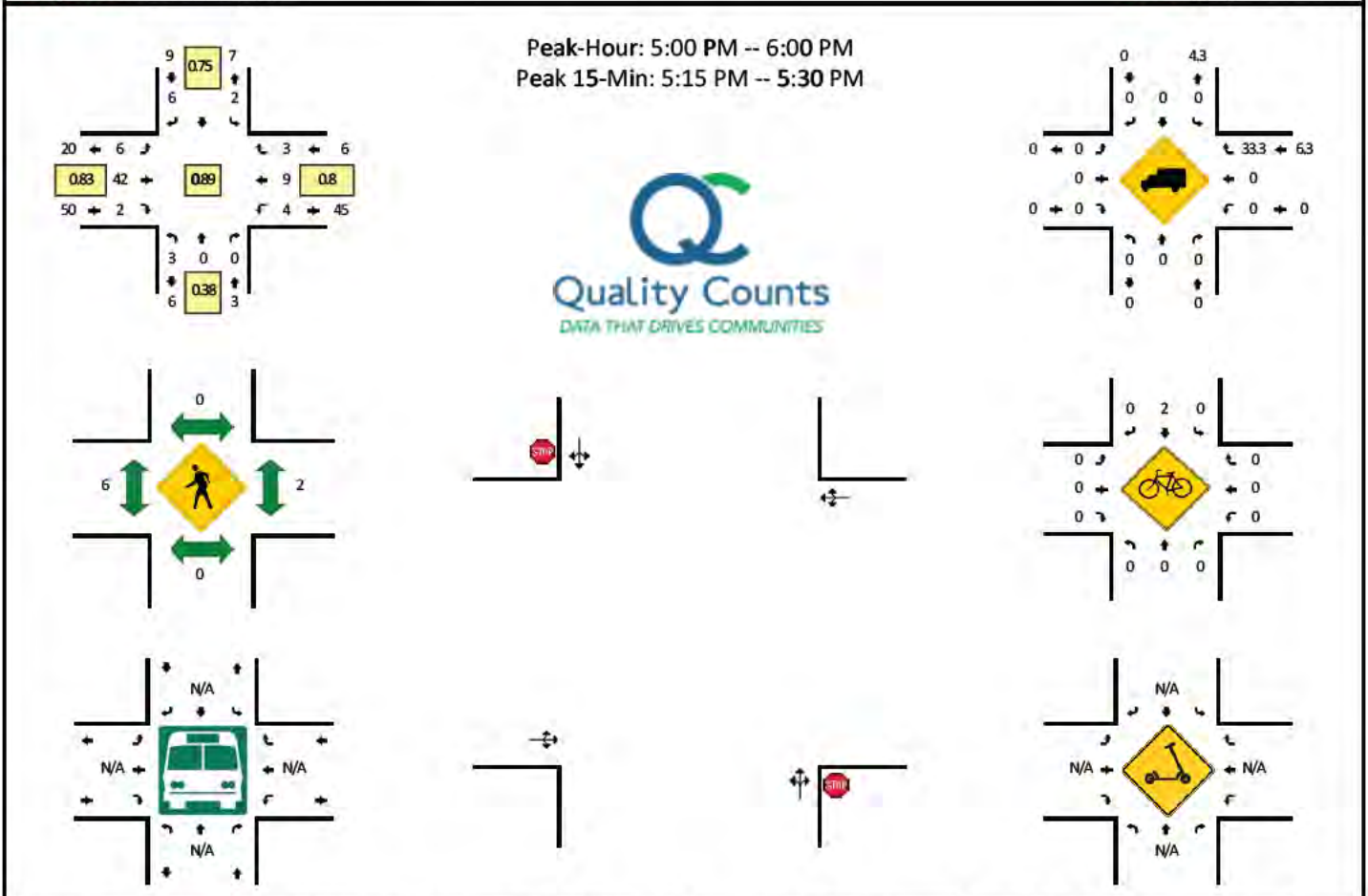


| 15 Min Count Period Beginning At | NB Woodward Ave (Northbound) | | | | NB Woodward Ave (Southbound) | | | | E Oakridge Ave (Eastbound) | | | | E Oakridge Ave (Westbound) | | | | ota | Hourly otas |
|--|---------------------------------|------|-------|---|---------------------------------|------|-------|---|-------------------------------|------|-------|---|-------------------------------|------|-------|---|------|----------------|
| | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | | |
| 11:00 AM | 0 | 444 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 456 | |
| 11:15 AM | 0 | 528 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 547 | |
| 11:30 AM | 0 | 412 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 423 | |
| 11:45 AM | 0 | 475 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 492 | 1918 |
| 12:00 PM | 0 | 492 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 500 | 1962 |
| 12:15 PM | 0 | 530 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 540 | 1955 |
| 12:30 PM | 0 | 541 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 554 | 2086 |
| 12:45 PM | 0 | 439 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 451 | 2045 |
| Peak 15 Min Flowrates | Northbound | | | | Southbound | | | | Eastbound | | | | Westbound | | | | ota | |
| | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | Left | thru | Right | U | | |
| All Vehicles | 0 | 2164 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 2216 | |
| Heavy Trucks | 0 | 20 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | |
| 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 | 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:

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

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

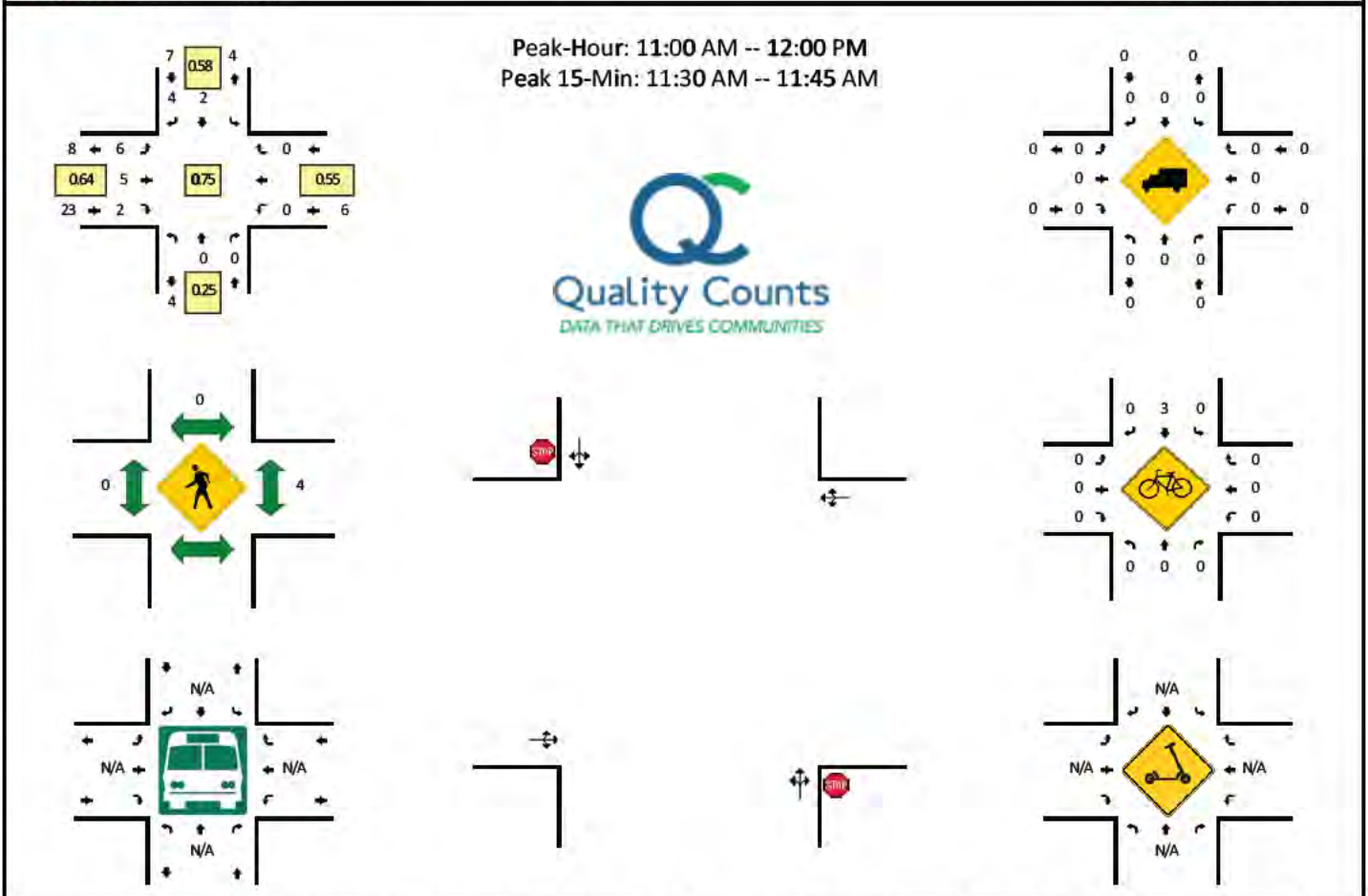


| 15 Min Count Period Beginning At | Alley east of Woodward Ave (Northbound) | | | | Alley east of Woodward Ave (Southbound) | | | | E Oakridge Ave (Eastbound) | | | | E Oakridge Ave (Westbound) | | | | ota | Hourly otas |
|--|--|------|-------|---|--|------|-------|---|-------------------------------|------|-------|---|-------------------------------|------|---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

Comments:

APPENDIX B

SYNCHRO RESULTS PRINTOUTS

EXISTING CONDITIONS

Intersection

Int Delay, s/veh 0.4

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

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


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

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

HCM 6th TWSC

2: Woodward Ave & Woodward Heights

07/26/2022

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

HCM 6th TWSC
3: Alley & Woodward Heights

07/26/2022

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

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

| 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 | | | | |

HCM 6th TWSC
5: Woodward Ave & Site Drive

07/27/2022

Intersection

Int Delay, s/veh 0.5

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

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

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

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

HCM 6th TWSC
1: Woodward Ave & Oakridge

07/28/2022

| Intersection | | | | | | |
|--------------------------|------|------|------|------|------|-------|
| Int Delay, s/veh | 0.5 | | | | | |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | | ↑↑↑↑ | ↑↑↑↑ | | | |
| Traffic Vol, veh/h | 0 | 25 | 2038 | 23 | 0 | 0 |
| Future Vol, veh/h | 0 | 25 | 2038 | 23 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 16979 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 65 | 65 | 94 | 94 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 1 | 4 | 2 | 2 |
| Mvmt Flow | 0 | 38 | 2168 | 24 | 0 | 0 |

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

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

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

HCM 6th TWSC

2: Woodward Ave & Woodward Heights

07/28/2022

Intersection

Int Delay, s/veh 7.4

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

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

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

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

HCM 6th TWSC

3: Alley & Woodward Heights

07/28/2022

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

HCM 6th TWSC
4: Alley & Oakridge

07/28/2022

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

Intersection

Int Delay, s/veh 0.5

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|--------------------------|------|------|------|------|------|-------|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 33 | 2031 | 32 | 0 | 0 |
| Future Vol, veh/h | 0 | 33 | 2031 | 32 | 0 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 16979 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 0 | 36 | 2208 | 35 | 0 | 0 |

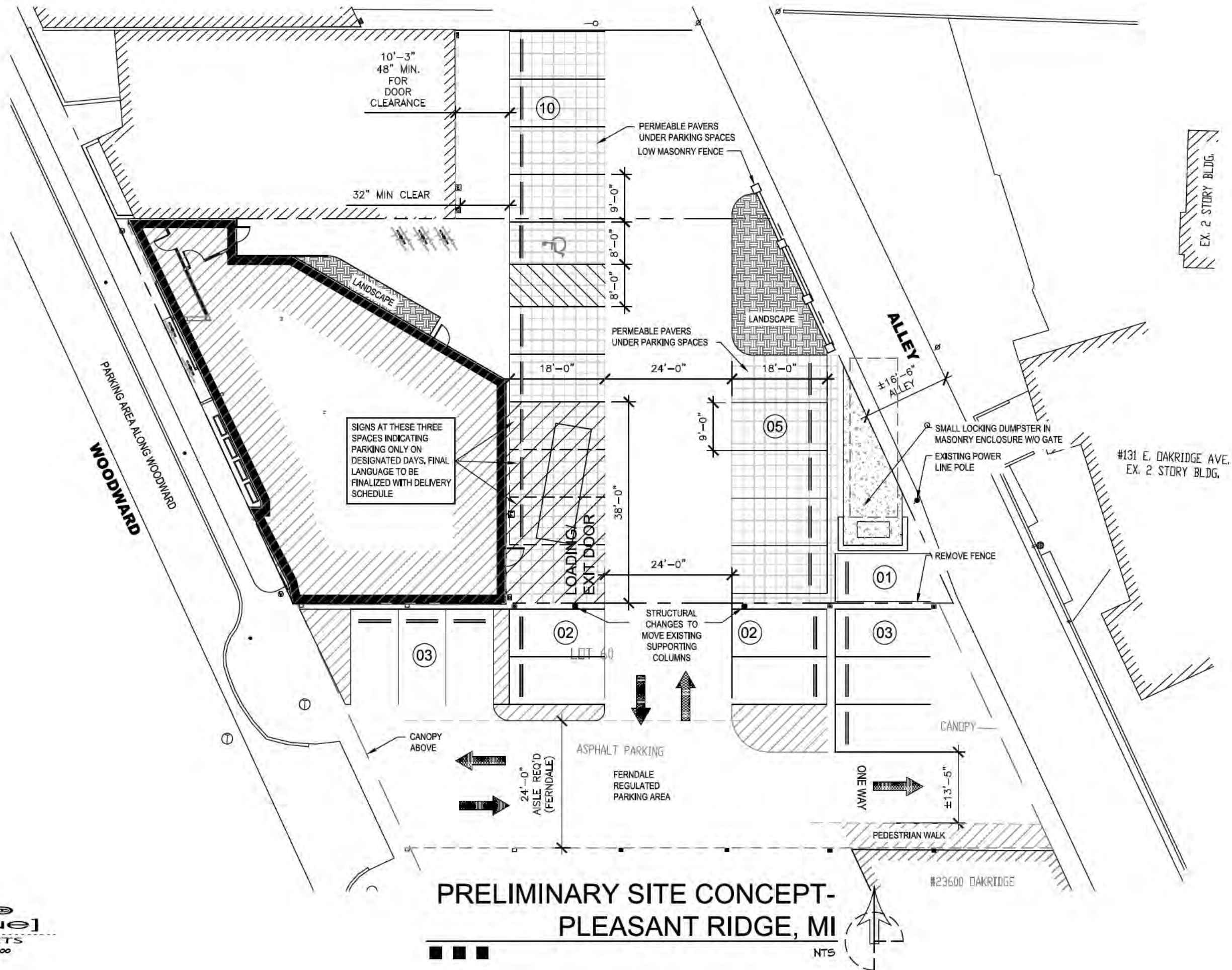
| Major/Minor | Minor1 | Major1 |
|----------------------|--------|--------|
| Conflicting Flow All | - 1122 | 0 0 |
| Stage 1 | - | - |
| Stage 2 | - | - |
| Critical Hdwy | - 7.14 | - |
| Critical Hdwy Stg 1 | - | - |
| Critical Hdwy Stg 2 | - | - |
| Follow-up Hdwy | - 3.92 | - |
| Pot Cap-1 Maneuver | 0 172 | - |
| Stage 1 | 0 | - |
| Stage 2 | 0 | - |
| Platoon blocked, % | | - |
| Mov Cap-1 Maneuver | - 172 | - |
| Mov Cap-2 Maneuver | - | - |
| Stage 1 | - | - |
| Stage 2 | - | - |

| Approach | WB | NB |
|----------------------|------|----|
| HCM Control Delay, s | 31.4 | 0 |
| HCM LOS | D | |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 |
|-----------------------|-----|----------|
| Capacity (veh/h) | - | - 172 |
| HCM Lane V/C Ratio | - | - 0.209 |
| HCM Control Delay (s) | - | - 31.4 |
| HCM Lane LOS | - | - D |
| HCM 95th %tile Q(veh) | - | - 0.8 |

APPENDIX C

SITE PLAN



studio
[Intrigue]
ARCHITECTS
1114 S. WASHINGTON AVE #100
LANSING, MI 48210
313.572.8804 PHONE
313.572.8805 FAX
WWW.STUDIOINTRIGUE.COM

ATTACHMENT R

Community Involvement

LOCAL OPERATIONS MANAGEMENT AGREEMENT

Rapid Fish 2 LLC d/b/a/ NOXX – City of Pleasant Ridge Marijuana Facility License

THIS LOCAL OPERATIONS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into on February __, 2023, 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 1938 Burdette St. Suite 221, Ferndale, MI 48220.

Recitals

1. The Applicant desires to operate a marijuana retailer and provisioning center 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 February 14, 2023, 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 Retail Operations, for the Applicant, and/or the Director of Compliance 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 operates its licensed facility in the City, to be used at the City's discretion, for the purposes of benefitting the community. Additionally, Applicant is actively working towards providing community members with fast and safe electric vehicle charging stations. Applicant commits to incorporate electric car charging onsite. In addition to the two level 2 chargers already present, Applicant will use its best efforts to evaluate the possibility of adding a Direct Current Fast Charging (“DCFC”) station and then implement such DCFC station.
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
 PO Box 1927
 Birmingham, MI 48012

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: Manager

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

NOXX Application Forms and Documents Review

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

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

NOXX Application Forms and Documents Review

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



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: February 9, 2023
Re: Communications Consultant

Overview

The City Commission identified bringing a communications consultant on board as a priority action item for FY23. We prepared a request for proposals after completing an extensive review process, 98Forward is the recommended communications consultant partner for the City.

Background

The city received several responses to our request for proposals, which was narrowed down to three finalists. The city interviewed and requested additional information from three respondents. 98Forward was identified as the preferred consultant partner for the City through that process.

All three of the finalists were very well regarded and provided excellent proposals. The proposed contract is on an hourly basis. Services will be provided each year up to the amount budgeted for communications services. For the current FY23 the City Commission budgeted \$60,000 for communications consulting services. Our annual communications spend will be considered and set by the City Commission as part of the budget process each year.

Requested Action

City Commission approval of the attached contract with 98Forward for communications consulting services.



Request for Proposals Communications & Consulting Services



98Forward
3011 W. Grand Blvd., Suite 2225 | Detroit, MI 48202

(313) 872-2202

hello@98forward.com

98Forward.com

EXECUTIVE SUMMARY

Creating and executing award-winning, effective, impactful and cohesive communications and community engagement plans for local, city governments is our expertise. In fact, city government is the foundation which our agency was built upon. We understand the diverse audiences, stakeholders, challenges, opportunities, and politics communities like Pleasant Ridge may face.

98Forward is an award-winning, Detroit-based, Black-owned, woman-led, full-service public relations and communications agency. Based in Detroit, we approach every client with clear objectives and a relentless drive to deliver results. Our agency has 24 years of experience working with city governments and organizations that have shaped the quality of life in metropolitan Detroit and the region.

Our experience and expertise have earned our firm a reputation for working seamlessly with clients to understand their needs and goals and translating that information into effective strategies and deliverables. In partnership with our clients, we have designed and implemented communications programs that resonate with numerous audiences that are intentionally inclusive of diverse audiences. From grass-top stakeholders to the grassroots community, and through media relations, social media, community relations, and organizational positioning, we successfully navigate them all.

WE MEET COMMUNITIES WHERE THEY ARE

If you hire a coach to help you train for a marathon, they will assess where you are and create a plan to help you reach your goal – and we take a similar approach. Creating and implementing an effective plan must make sense to the client and the audiences, and have clear goals and objectives. We understand that Pleasant Ridge has a foundation of communications and outreach tactics we can build upon to reach your goals. Additionally, we are proud that our agency has done extensive community engagement in Oakland, Wayne, and Macomb Counties, and across the state. We know and understand the region's audiences and key entities, like Pleasant Ridge, that serve its residents, businesses and neighboring municipalities.

Our team specializes in delivering the right message in the right way at the right time. We approach every client with clear objectives and a relentless drive to deliver results. We immerse ourselves in your goals, organization, landscape and world to develop, implement and execute cohesive and authentic communications and community outreach strategies with you and each of your audiences. Our award-winning work results from adventurous clients who trust and empower us to think big, push the envelope and execute with enthusiasm.

CULTURAL COMPETENCY AROUND COMMUNITY ENGAGEMENT WORK

Our efforts are built around our commitment to executing communications initiatives reflecting our cultural competency in community engagement work. Our team has successfully found ways to ensure everyone is informed thoughtfully and respectfully regardless of age, ethnicity, language or literacy barriers.

A PART OF THE COMMUNITY

Our commitment to the community is paramount. Our philosophy is not to simply work from our offices in Detroit, but to be deeply ingrained in the communities where we do business. It should be noted that every outside firm will move through an onboarding process, the time during which we build an understanding of your communications protocols and priorities, target audiences and recent successes and challenges. With our vice president, Kelsey Hartung residing in Pleasant Ridge, we are confident that

we can minimize onboarding. However, we felt it was important to note this because we will need time from you and your team to provide insight into Pleasant Ridge's communications needs. As outlined below, 98Forward will also audit your current communications activities and tools as part of this process.

WHY WE ARE BEST QUALIFIED TO PROVIDE THESE SERVICES

We understand city, state and federal government and have managed communications for municipalities across Metro Detroit for more than 24 years. We have successfully performed all RFP-specified tasks before for many clients including the City of Birmingham, Mich., the City of Detroit, Wayne County, Detroit Water and Sewerage Department, Public Lighting Authority, Detroit Housing Commission, SMART, Detroit Institute of Arts and many more. In fact, we have worked with more than 150 clients in a wide range of industries and have provided an array of customized communications services, including:

- Public and Media Relations
- Community Relations
- Issues and Crisis Management
- Social Media
- Storytelling
- Executive and organizational Positioning
- Event Planning & Production
- Multimedia & Video Production
- Digital Strategy
- Creative Services
- Research
- Public Affairs

EVERYTHING YOU NEED

One of our greatest assets is that we have everything you need in-house. Our nine-member team has a combined 139 years of community engagement and communications experience. Many firms will say they are full service, but few truly have all of these services together, driven by full-time, experienced practitioners. We offer 24/7 PR and crisis support, community engagement, strategy, event planning and production, video production, creative and advertising, writing, social and digital, and even executive counsel. By having this all in-house, it leads to a better, more consistent product for you, at a greater value.

As the responsibilities and objectives of successful public relations and community outreach plans were outlined in the RFP, our team will not only capture all tactical elements but take an "always on" and nimble approach to ensure we are always adapting, building from, and capitalizing on proactive and reactive efforts. We will also work closely with the Pleasant Ridge team to align on key performance indicators that will guide us at every step of our strategy.

We look forward to the opportunity to support the City of Pleasant Ridge through these disciplines.



SCOPE OF SERVICES

After understanding your current needs and scope better, 98Forward will develop strategies to reach your immediate and overall organizational goals. Our approach to supporting the City of Pleasant Ridge communications will proceed through the following stages:

STAGE 1: ONBOARDING

98Forward will meet with key Pleasant Ridge staff and as appropriate, elected officials, to establish project protocols, including meeting schedule, chain of approval, reporting, information requests, and other related onboarding tasks to ensure we are on the same page to best support the City of Pleasant Ridge and its goals.

STAGE 2: COMMUNICATIONS AUDIT

The communications audit will help 98Forward understand your current communications presence, which will provide a valuable tool to establish future strengths and goals and develop benchmarks for growth as we develop the communications strategy. The audit examines elements such as:

- Your communications efforts, tools, channels, materials, messaging and tactics
- A current communication calendar
- A current social media calendar
- Resident preferences for communications
- Your general media presence and public perception
- Your leadership, expertise, and position in the community, market, region, state and other arenas
- Key audiences and opportunities to leverage engagement and public presence
- Your crisis plans and protocols
- Your metrics, identifying strengths and growth areas

STAGE 3: COMPREHENSIVE ANNUAL STRATEGIC COMMUNICATIONS PLAN

Building on the information and direction from the communications audit, 98Forward will develop and deliver the strategic communications Plan to the City of Pleasant Ridge. This plan will provide a blueprint for the City of Pleasant Ridge to accomplish its communication goals using the tools and tactics outlined to implement the proposed high-level strategies. We aim to develop a plan in which strategic planning, messaging, community engagement, media initiatives, and leadership preparedness are seamlessly integrated and implemented to produce optimal results.

After building a strong understanding of Pleasant Ridge through the audit, 98Forward will develop a strategic communication plan that will include:

MESSAGE DEVELOPMENT

98Forward will work with City of Pleasant Ridge to build, refine and develop, overarching key messages that resonate with your diverse community of residents and stakeholders. We may recommend supplementing or refining content in your current materials to make the most impactful statements to help drive results.

MATERIAL DEVELOPMENT

Utilizing input from our communications audit, 98Forward will work with the City of Pleasant Ridge to refine and develop, if necessary, overarching key messages that resonate with your residents and your

diverse community of stakeholders. We may recommend supplementing or refining content in your current materials to make the most impactful statements to help drive results. We will also collaborate with the Pleasant Ridge team to stay abreast of progress so that we are informed and ready to support any media or marketing needs. Materials may include:

- Quarterly Newsletter, The Ridger
- Website content
- Social media content
- Email updates to residents and businesses
- Mailed postcards, letters and other information to residents and businesses
- Communications post-City Commission meetings – message from Mayor
- Press materials to support each announcement, including a press release, fact sheet or one-page brief, and media advisory.
- After a careful review of the audit, we may recommend a minor brand “refresh,” where we will develop new, eye-catching materials that infuse new energy into the brand and complement a public splash to announce a new Pleasant Ridge brand.
- Talking points/must-airs for any interviews or speaking opportunities

COMMUNITY OUTREACH AND ENGAGEMENT

Our agency strives to make an impact and ensure that our communications techniques are implemented to meet communities where they are, and include all voices, communities, and interested parties. Since 1998, 98Forward has worked in the community relations and community engagement space— including Wayne, Oakland and Macomb counties. We connect with residents and other community members, secure buy-in, gather perspectives and assure they have a true sense of involvement at every stage of the vision. We connect with all community members and confront and surmount any potential barriers to engagement, whether they involve cultural, ethnic, language, transportation, time, location or other factors.

To start shifting perspectives and to be more ingrained in the community, we will work with Pleasant Ridge from the ground up to best serve your goals and create strategies that positively address your community engagement and reputation efforts. As mentioned in the communications audit section, our approach will also draw on our extensive research – and in tandem with creating other elements in the communications plan — we will align the community engagement component to expand trust and goodwill in the neighborhood.

We will dive deep into the community to identify and address specific needs, wants and visions. Since each street may be unique — all having diverse needs and interests — our project team will develop a comprehensive strategic community engagement plan and tailor outreach strategies specific to each location. For example, residents on the east side of Woodward may be more interested in the Woodward Heights Traffic study than folks on the west side. We would certainly bring awareness to all residents, but we may look at specific tactics to implement directly to affected residents. We will also look at lead line replacement, enhancements to Woodward, marijuana dispensaries interested in doing business here and other capital improvement projects and concerns in the neighborhood that your residents and businesses may have. These efforts could include community mixers and events, door hangers, direct mail pieces, text messaging, robocalls, emails, and knocking on doors – there is no cookie-cutter answer for each situation.

MEDIA RELATIONS

98Forward will look at ways to proactively create opportunities to keep reporters engaged and focus on all aspects of Pleasant Ridge. We will also devise a compelling content strategy to further enable efforts including shareable social media graphics, refreshed press kit materials, media pitching, press releases, statements, press conferences, and videos - all to enhance the media's ability to tell the Pleasant Ridge story. We will also explore opportunities and ways to take Pleasant Ridge to the statewide and if applicable, national stage.

EXECUTIVE POSITIONING

We will develop a plan to elevate key leaders' roles by using an integrated approach, bringing together marketing, media relations, and community relations to give executives a holistic market presence. Tactics will include:

- Positioning your City Manager as a Subject Matter Expert
- Positioning the Mayor and City Commissioners as thought leaders
- Identifying local and regional media and speaking opportunities
- Developing op-eds, talking points and speechwriting
- Identifying and securing speaking engagements
- Local and industry recognition & awards
- Exploring national media and speaking opportunities

PRESENTATION AND SPOKESPERSON TRAINING

As needed, we will facilitate tailored presentation media training for elected officials, and key city spokespeople (City Manager, Police Chief, Mayor, City Commission, etc.) to elevate the Pleasant Ridge brand, profiles of key staff, and any relevant stakeholders. This training will allow speakers to hone their speaking and interview skills and practice integrating key messaging into their areas of expertise. 98Forward tailors the content of each training to our client's individual needs.

STAKEHOLDER OUTREACH AND ENGAGEMENT

98Forward will help Pleasant Ridge see its message through its multiple stakeholders' lenses while also stewarding the core of your vision and mission. 98Forward has worked with many clients to ensure their organization's public profile includes a clearly articulated mission that is well-communicated and drives impact in their communities. Efforts to connect with identified stakeholders must be prioritized.

Additionally, another key element of elevating an organization's brand is positioning it and its leaders as industry and thought leaders. Our strategies for positioning include identifying Pleasant Ridge's target publications and the industry, related business organizations, and developing strategies to pursue the opportunities that provide leverage for the City. Our efforts will be focused on recognitions that reinforce Pleasant Ridge's corporate profile.

OWNED MEDIA - SOCIAL CONTENT

98Forward will work with Pleasant Ridge to increase and cultivate its social media presence and implement strategies to help create and increase engagement and brand recognition through audience research. We will make recommendations on what platforms to prioritize and develop a social media calendar that strengthens Pleasant Ridge's social media presence, some of which may apply to other channels, including the website, emails and more. Content may include:

- Success and human-interest stories featuring residents, businesses, city staff, mayor, commission, and other related stakeholders
- Traditional or video blogs
- Infographics or checklists highlighting critical data points, related announcements, industry trends, and more

Key objectives will focus on developing and elevating owned content and news coverage and increasing Pleasant Ridge's social media following and engagement across its existing social media accounts.

VIDEO AND PHOTO STORYTELLING

Digital storytelling, including video and photography, are strong tools to engage and inform stakeholders. 98Forward offers can provide the services of videographers and photographers and manages this production for many clients.

ISSUES/CRISIS MANAGEMENT

98Forward has considerable experience navigating clients through crises but also works to implement strategies so that we can best anticipate and address crises before they happen or hit the news. Our crisis strategies consider all audiences, from employees to residents, community stakeholders, and all communication elements, including media relations, marketing, and social media.

At the onset of our work with Pleasant Ridge, we will review your crisis plans and protocols and make recommendations that ensure that if (and when) a crisis occurs, systems are in place to respond rapidly. From this point, we can serve as your on-call 24/7 crisis team members.

EVENT PLANNING, MANAGEMENT AND PRODUCTION

98Forward is one of the best event planners in the business. Besides ensuring event logistics are seamless, we understand the importance of having the right people in the room. Invitations could include residents, businesses, investors, local and state officials, public agencies, and more. Event planning may include:

- Run of show development
- Talking point development
- Management of event rentals and set-up
- Development of visuals
- Invitation and registration management
- On-site logistics and management

PRESS CONFERENCES

98Forward has successfully planned and executed press conferences that include groundbreakings, grand openings, ribbon-cuttings, hard-hat tours, and crisis response. And, if circumstances change, we can adjust quickly.

METRICS, REPORTING, AND EVALUATION

Communication and outreach metrics draw on various elements, skills and tools. To ensure we are moving lockstep with Pleasant Ridge, we will not only meet regularly to provide status updates, but together we will define what it means to be successful, what the value is, and how to measure and evaluate what matters.

Whether monitoring an issue to manage brand reputation, ongoing monthly or weekly reports on success metrics, on an annual report, our team is always on and ready with the data you need. Our reports are customized based on campaign and organization needs, objectives, goals and specific KPIs, including but not limited to:

- Press clippings
- Media impressions
- Content analysis
- Social media mentions
- Level of engagement
- Community impact

STAGE 4: IMPLEMENTATION & ONGOING ENGAGEMENT

We will implement the strategies developed in the plan, all aligned with the key messages for each target audience. In addition, we will conduct regular check-ins, pursue timely op-ed opportunities, generate blog posts, video, and social media content, review and conduct a review period to update the strategy with the City of Pleasant Ridge, identify opportunities that may arise, and more.

98FORWARD – PLEASANT RIDGE COMMUNICATIONS TEAM

The 98Forward team is powered by nine associates with expertise, experience, passion, and relationships that serve our clients' needs and reflect the communities our clients serve. We have preliminarily assembled a team of associates with the experience and expertise best aligned to serve Pleasant Ridge and its communications goals:

Kelsey Hartung, Vice President

313.872.2202, kelsey@98forward.com



- Pleasant Ridge Resident
- Strategic planning, counsel, content Development and Community Engagement
- Extensive experience supporting Detroit Public Lighting Authority
- Experience supporting Detroit Water and Sewerage Department
- Extensive experience with Detroit developments
- 15+ Years' Experience

Kelsey has 15 years of experience in public relations, community engagement, and event planning and management. Before 98Forward, Hartung managed corporate communications for Ilitch Holdings, Inc. in Detroit, led communications and event planning and for the 350-member legal staff at General Motors, and also served as director of communications and public affairs for the Detroit Public Lighting Authority (PLA).

Hartung received a Bachelor of Arts in journalism from Oakland University. She has expertise in media relations, crisis communication, executive communication, strategy, community engagement, and event planning and management.

She currently supports the Detroit Water and Sewerage Department (DWSD), PLA and Public Housing Department client work.

Mark Lane, Senior Director

313.872.2202, mark@98forward.com



- Content development, community engagement, media relations, presentation and media training, and video production
- Extensive experience working in City Government and with its departments
- Detroit Water and Sewerage Department
- Well established in supporting corporate and automotive clients, nonprofits, transportation and community organizations

Mark Lane is an award-winning communications and marketing specialist with more than 25 years of experience generating and creating engagement opportunities. As a results-driven expert in building relationships, leading communication teams, and creating and implementing communication and outreach strategies, Lane has extensive PR agency experience providing account management oversight and execution for local and global clients. He offers a wealth of experience in creating internal and external static and video content having worked with the General Motors Marketing & Communications Division & Customer Care & Aftersales, Community Foundation, Detroit Water and Sewerage Department and the American Rental Association

Before his agency tenure, Lane served as the director of PR and special events for Goodwill Industries of Greater Detroit for more than nine years, where he planned and managed PR and special events across all the organization's programs, retail stores, business services, social ventures, advertising, and all other media. Lane's expertise is in developing and executing strategic marketing and engagement plans, media relations, community engagement, internal and external communications, video production, social media development and event management.

He currently leads client work for Detroit Water and Sewerage Department and ScriptGuideRX.

COST PROPOSAL TERMS AND CONDITIONS

The work outlined in this RFP demands considerable engagement between the City of Pleasant Ridge and our agency. To successfully implement and execute the communications work outlined, we are happy to extend our blended government rate of \$175 per hour.

OUT-OF-POCKET EXPENSES

Agency's routine out-of-pocket expenses—for items such as photocopies, incidental postage, faxes, telephone calls, and the like—will be covered as part of professional service fees.

Significant out-of-pocket expenses, including but not limited to: award submission fees, PR Newswire and media, copying costs (in excess of 10 pieces @ \$.59 per copy), postage charges (in excess of 10 pieces), telephone charges and mileage (\$.50 per mile), travel and lodging are reimbursable expenses and will be billed in addition to professional fees. Expenses in excess of \$250.00 will be submitted to the client as an

“expense authorization” for prior approval. All billable expenditures will include a 15 percent handling fee. Any large items ordered by our agency under your direction and authorization will be billed directly to you.

PRODUCTION COSTS

Professional service fees do not cover production costs, such as graphic design and artwork charges, photography, audio-visual, printing, catering charges, purchasing advertising time or space, film and video production and entertainment. Production costs are reimbursable expenses and will be described in an “expense authorization” submitted to you for prior approval and billed in addition to the professional fees.

YOUR CONTACTS AT 98FORWARD

For notices and inquiries by the City of Pleasant Ridge, please contact Marilyn Horn, 98Forward president & CFO, marilyn@98forward.com and Kelsey Hartung, 98Forward vice president, kelsey@98forward.com.

This AGREEMENT, made February 14, 2023 by and between CITY OF PLEASANT RIDGE, having its principal municipal office at 23925 Woodward Avenue, Pleasant Ridge, MI 48069 (“City”) and 98Forward having its principal office at **4219 Woodward Avenue, Suite 203**, Detroit MI 48201 (“Contractor”), agree as follows:

WITNESSETH:

WHEREAS, the City of Pleasant Ridge is in need of professional communications consulting services, hereafter referred to as the “Project.”

WHEREAS, the City has issued and advertised a request for proposals (“Request for Proposal or RFP”) including certain instructions, specifications, and terms and conditions for the procurement and performance of design services for the Project.

WHEREAS, the Contractor has professional qualifications that meet the Project requirements and has made a bid in accordance with such request for cost proposals for the Project and which bid has been accepted by the City.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

SERVICES

- 1) It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal and the Contractor's proposal shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence over the RFP.
- 2) The Contractor shall provide requested services per City's Request for Proposals.
- 3) The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 4) The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party except as specifically outlined herein. Neither the City nor the Contractor shall be considered or

construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

- 5) The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

COMPENSATION

- 6) The City shall pay the Contractor \$175 per hour for all services performed under the terms of this Agreement. Other expenses shall be billed as described in the Contractor's proposal.
- 7) The Contractor shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and shall be submitted in summary form with each invoice.

OWNERSHIP OF DOCUMENTS

- 8) Upon completion or termination of this Agreement, all documents prepared by the Contractor, including tracings, drawings, estimates, specifications, field notes, investigations, studies, and reports shall become the property of and, at the option of the City, be delivered to the City. The City acknowledges that the documents are prepared for the Project. Prior to completion of the contracted services the City shall have a recognized proprietary interest in the work product of the Contractor.

COMPLIANCE REQUIREMENTS

- 9) This Agreement shall be governed by and performed, interpreted, and enforced in

accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state, and federal laws and regulations.

- 10) If any provision of this Agreement is declared invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
- 11) This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
- 12) The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

INSURANCE/INDEMNIFICATION

- 13) The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - a. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- c. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Pleasant Ridge including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be considered to be primary, and any other insurance maintained by the additional insureds shall be considered to be excess and noncontributing with this insurance required from the Contractor under this section.
 - e. Professional Liability: Professional liability insurance with limits of not less than \$500,000 per occurrence, if Contractor will provide services that are customarily subject to this type of coverage.
 - f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City Manager, City of Pleasant Ridge, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069.
 - g. Proof of Insurance Coverage: The Contractor shall provide the City with Certificates of Insurance for all policies listed above, or at the request of the City, certified copies of all policies. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal Certificates of Insurance and/or policies to the City at least ten (10) days prior to the expiration date.
 - h. Coverage Expiration: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- 14) To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Pleasant Ridge, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal

injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

TERMINATION OF AGREEMENT OR REMEDIES FOR NON-PERFORMANCE

- 15) This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach. The City may terminate this agreement if it decides not to proceed with the Project. If the Project is terminated for reasons other than breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- 16) If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the RFP, any general specifications or otherwise permitted by law.

NOTICES

- 17) All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Pleasant Ridge
Attn: City Manager
23925 Woodward
Pleasant Ridge, MI 48069

CONTRACTOR
98Forward
Attn: Kelsey Hartung
4219 Woodward Avenue, Suite 203 Detroit, MI 48201

CLAIMS

- 18) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 45th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Act 371, Michigan Public Acts of 2012 and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and

administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §691.1681 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. If the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 45th District Court.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed.

For Contractor:

By: _____

Date: _____

Its: _____

For City of Pleasant Ridge:

By: _____
Bret Scott, Mayor

Date: _____

By: _____
Amy Leigh, City Clerk

Date: _____

Approved as to form and content:

By: _____
Gregory Need, City Attorney

Date: _____

Approved as to substance:

By: _____
James Breuckman, City Manager

Date: _____



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: February 9, 2023
Re: Devonshire Alley Vacation

Overview

Attached is a resolution to vacate a remaining alley in the Stevenson-Barber Royal Oak Subdivision No. 2, between Devonshire and Kensington on the east side of Indiana. Refer to the map attached to this agenda summary for a visual depiction of the alley in question.

Background

The alley addressed by the attached resolution is the last remaining unused alley in the City. All other alleys have been vacated, most recently all of the remaining ones along the east side of Maplefield in December, 2021. If approved, only the Kensington and Woodward Heights alleys would remain, both of which are actively used.

If vacated, title to the alley property is transferred to the owner of abutting property in the subdivision, in this case, it would be transferred to 35 Devonshire. The north half of the alley has already been vacated and transferred to the property at 56 Kensington.

Under Michigan law, the City has jurisdiction of all of the streets and alleys within our boundaries (with the exception of Woodward, I-696, Main Street, and 10 Mile Road). When a city determines that it no longer has need to maintain a street or alley as public, it can abandon the public interest by adopting the appropriate resolution. If the Commission adopts the resolution, it becomes effective upon recording with the Oakland County Register of Deeds and sending a copy to the State Treasurer.

Requested Action

City Commission consideration of the attached resolution to vacate the alley in the Stephenson-Barber Royal Oak Subdivision No. 2.

RESOLUTION

CITY OF PLEASANT RIDGE

Vacating Alley in the Stephenson Barber Royal Oak Subdivision No. 2

RECITALS:

- A. The City has received a request by a resident to vacate a certain alley within the Assessor's Replat of Stephenson Barber Royal Oak Subdivision No. 2 ("Subdivision"); and
- B. The alley is shown in blue on Exhibit 1 and described as follows:

That part of the alley, 9 feet wide, being adjacent to the north of Lot 186, Stephenson Barber Royal Oak Subdivision No. 2; and
- C. According to Michigan law, MCL 560.256, a resolution vacating alleyways is effective upon recording at the Oakland County Register of Deeds within 30 days; and
- D. By operation of Michigan law, title for the vacated portion of a road vests in the owners of the abutting lot in the subdivision plat and become part of that abutting lot.

NOW THEREFORE, BE IT RESOLVED that:

- 1. The alley described as follows is declared to be vacated, discontinued, and abolished: that part of the alley, 9 feet wide, being adjacent to the north of Lot 186, Stephenson Barber Royal Oak Subdivision No. 2.
- 2. The City Clerk is directed to, within 30 days, record a certified copy of this Resolution with the Oakland County Register of Deeds and send a copy to the State Treasurer as required by statute.
- 3. Upon recording, this Resolution shall have the force and effect of vacating, discontinuing, and abolishing the alley described above.

Yeas:

Nays:

Absent:

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

Amy M. Allison, City Clerk

35 Devonshire





City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: February 9, 2023
Re: Oakland County ARPA Senior Center Grant

Overview

The City has been awarded a \$40,083.16 matching grant from Oakland County. The grant is ARPA funds that have been dedicated by the County for COVID-related senior programs and projects. City recreation staff applied for the grant to offset programmed Community Center and recreation improvements that will benefit our senior population.

Background

The grant is a matching grant, meaning there is a 1:1 match requirement by the City for each grant dollar. Alternately stated, the grant will pay for 50% of eligible project costs. We applied for grant funding for projects totaling \$80,166.32 which have been approved by the City Commission or are otherwise in progress:

- Community Center backup generator project - \$42,658
- Tennis Court LED lighting replacement - \$19,261
- Dog Park lighting - \$14,560
- New portable tables and chairs for 4 Ridge - \$3,686

Note that we applied for the dog park lighting project as part of this grant to have that funding available to us if we proceed with the project. If we choose to not proceed with that project, our final grant amount would be lowered to reflect the avoided \$14,560 cost.

Requested Action

City Commission approval of the attached resolution authorizing the City Manager to sign the interlocal agreement on behalf of the City to accept the \$40,083.16 matching grant.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Pleasant Ridge - Community Center**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pleasant Ridge ("Public Body"), 23925 Woodward Avenue, Pleasant Ridge, MI 48069. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners approved amended Miscellaneous Resolution #22-280 and assigned \$5,000,000 in ARPA LFRF funds to support Oakland Together Senior Initiatives, a grant program to provide Oakland County local governments and nonprofit senior organizations with financial assistance for senior center enhancements, such as capital, technology, infrastructure, equipment improvements, and/or professional development.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Pleasant Ridge - Community Center including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$40,083.16 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER):
DVK4JJDPBYN4
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END: May 28, 2021 – December 31, 2024
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson, unless another person is designated in writing by the County.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B**, which is attached hereto and incorporated as part of this Agreement.

- b. Public Body shall invoice the County for the grant amount listed in 2.a. after this Agreement is executed.
- c. Public Body shall submit to Oakland County quarterly reporting on the grant funds, including:
 - 1. Project progress reports, including completion of deliverables included in project scope;
 - 2. Accounting of incurred expenses and grant funds expended; and
 - 3. Any other relevant information or records, to be determined by County.
- d. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

4. COUNTY'S RESPONSIBILITIES.

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.
- b. County shall pay the invoice provided by the Public Body within 30 days of receiving it from the Public Body.

5. PUBLIC BODY AFFIRMATIONS.

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and

management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and

secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. TERMINATION OR CANCELLATION OF AGREEMENT.

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has received.
- c. If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. SETOFF OR RETENTION OF FUNDS

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **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, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328.
 - b. If Notice is sent to Public Body, it shall be addressed to: 23925 Woodward Avenue, Pleasant Ridge, MI 40869
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT**.
 - a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, James Breuckman, City Manager hereby acknowledges that he has been authorized by a resolution of the Pleasant Ridge City Commission, 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.

EXECUTED: _____
James Breuckman, City Manager

DATE: _____

WITNESSED: _____
Amy Leigh, City Clerk

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: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

EXHIBIT B

Response # 111464 submitted on 12/05/2022 10:47:18 AM

Contact Information

| | | | |
|-------------------|---------------------------|--------------------|------------------------|
| Organization Type | City / Village / Township | Grantee Legal Name | City of Pleasant Ridge |
| Address Line 1 | 4 Ridge Road | Address Line 2 | <i>No answer given</i> |
| City | Pleasant Ridge | State | Michigan |
| Zip Code | 48069 | | |

Contact Person

| | | | |
|----------------|-------------------|-------|----------------------------------|
| Contact Person | Shawsheen Stamper | Title | Recreation Director |
| Telephone | 2485412902 | Email | sstamper@cityofpleasantridge.org |

Grant Funding Request

Funding Category Requested (check all that apply)

Infrastructure Improvements

Requested Funding Amount: 40,083.16

Grant Purpose

▼ Describe how the Senior Centers Grant Program funding will address the impacts of the Covid-19 pandemic and benefit Oakland County Seniors in your community?

During COVID, the senior population of the City of Pleasant Ridge grew to be very active outdoors. Many of them found new activities to healthy, active, and social during the pandemic all while remaining socially distant. Since restrictions have been lifted, residents are continuing to visit the Pleasant Ridge parks and remain outside year round doing the activities they have grown to love.

At the Pleasant Ridge Community Center, we will be adding a building generator which will fulfill many needs during a crisis, like the Covid-19 pandemic. It will allow for the staff to continue to work to help residents during trying times. This will allow for the

staff and residents to have access to normal community resources during severe weather, power outages or a disaster. We will be purchasing new tables and chairs for the center to seat seniors during trying times as well as for the day-to-day programming and outdoor activities.

We are committed to keep the Pleasant Ridge Senior population thriving during the lingering effects of the Covid-19 Pandemic. Receiving the Cares Grant funds will help to ensure we can provide safe and healthy programming.

▼ Please identify the long-term benefits of this program for the community.

Adding these features to our existing facilities greatly impacts the quality of experience of the time our residents spend outdoors socializing and in a safe community space with neighbors at the Community Center.

Municipal Matching Requirement

Matching Amount: \$ 40,083.16

▼ Please indicate the planned use of the matching funds.

During COVID, the senior population of the City of Pleasant Ridge grew to be very active outdoors. Many of them adopted a dog for companionship, and many of learned to play a new sport. This allowed them to stay healthy, active, and social during the pandemic all while remaining socially distant. Since restrictions have been lifted, residents are continuing to visit the Pleasant Ridge Dog Park and tennis courts in Gainsboro Park. We are excited for this trend, that we are replacing the tennis court lights with LED lighting and adding lighting at the Dog Park to provide for a fun and safe recreation experience.

At the Pleasant Ridge Community Center, we will be adding a building generator which will fulfill many needs during a crisis, like the pandemic. It will allow for the staff to continue to work to help residents during trying times. This will allow for the staff and residents to have access to normal community resources during severe weather, power outages or a disaster. We will be purchasing new tables and chairs for the center to seat seniors during trying times as well as for the day-to-day programming and outdoor activities.

The City has contracted with Oak Electric of Waterford, MI to do the installation of the Dog Park lighting, tennis court lighting and installation of the building generator at the Community Center. The total cost of the three (3) projects is \$ 77,079.40. These are current projects, expected to be completed by June 1, 2023. The estimated cost of the new tables and chairs is +/- \$4,000. This equipment will be purchased and delivered when stock is available. Please see attached invoices and quote.

Upload Interlocal Agreement DOC120122-12012022155144.pdf

Upload Interlocal Agreement Exhibits (Supplement) DOC120122-12012022155144.pdf

Attached Files

- DOC120122-12012022155144.pdf (attachment link available in spreadsheet)
- DOC120122-12012022155144.pdf (attachment link available in spreadsheet)
- DOC120122-12012022155144.pdf (attachment link available in spreadsheet)

► Response #111333

► Response #110708

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044



Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Quote #: q25396

Bill to
City of Pleasant Ridge
4 Ridge Rd
Pleasant Ridge, MI 48069

Ship to
City of Pleasant Ridge
4 Ridge Rd
Pleasant Ridge, MI 48069

Email Address: Citymanager@cityofpleasatridge.org

Phone Number: (248) 541-2901

Transaction Date: 7/11/2022

Quote Expiration Date: 8/10/2022

Sales Rep: Gary P.

| Quantity | Description | Price | Amount |
|----------|---|-------------|-------------|
| 1 | Furnish & Install 48 kW Generac liquid-cooled generator (1) 400 Amp ATS: electric wiring, gas piping, permits and inspections, Precast concrete (Hurricane) pad, 5 year factory warranty, block heater included, factory start-up, labor and all material. *Generator will back-up Panel DP2 If you choose to proceed: The next step would be to click on "View your quote" and accept the option(s) you choose. Then choose Pay Other Amount when the option to pay deposit appears - we ask that you please pay a 35% deposit. **IF APPLICABLE**Does NOT include/ Oak is not liable for: Gas meter upgrade by utility company - payment, requests, follow-up and scheduling are to be completed by homeowner. Screening, sprinkler related repairs/tasks and drywall repair NOT included. NOT responsible for existing code violations and/or work done by others. No verbal agreements have been made. 1st year of upgraded Oak monitoring included. | \$42,658.00 | \$42,658.00 |

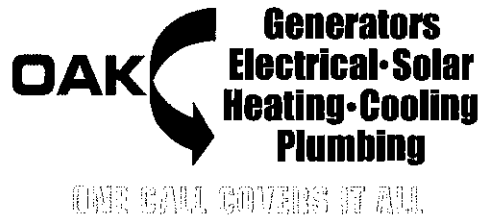
Total: \$42,658.00

Payments: \$0.00

Balance Due: \$0.00

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044



Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Quote #: q25396

Authorization

I hereby authorize Oak Electric Service, Inc to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Oak Electric is not liable for any existing work that does not meet electrical and/or mechanical municipal code requirements. I understand that this may result in a code violation upon the inspection for Oak Electric's work completed. I agree that as the homeowner, I am responsible and liable for any conditions and/or work that existed prior to Oak Electric's work and may incur additional expenses as a result. Cancellation is subject to admin fee/permit costs.

SUPPLY CHAIN ISSUES MAY CAUSE PRODUCT DELAYS.

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329



Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044

WE CALL IT OVER IT ALL

Quote #: q27268

Bill to
City of Pleasant Ridge
4 Ridge Rd
Pleasant Ridge, MI 48069

Ship to
92 Amhurst
92 Amhurst
Pleasant Ridge, MI 48069

Transaction Date: 10/15/2022

Quote Expiration Date: 11/14/2022

Sales Rep: Gary P.

| Quantity | Description | Price | Amount |
|----------|--|----------|------------|
| 8 | Replace (8) 1000 Watt MH lamps Tennis courts | \$310.00 | \$2,480.00 |
| 8 | Replace (8) 1000 Watt MH Ballasts | \$505.00 | \$4,040.00 |
| 2 | EQUIPMENT RENTAL * ELECTRIC LIFT | \$490.70 | \$981.40 |
| Total: | | | \$7,501.40 |

| Quantity | Description | Price | Amount |
|----------|--|------------|-------------|
| 8 | Install LED flood fixtures 1000 watt MH equivalent replacing existing fixtures Tennis courts | \$2,285.00 | \$18,280.00 |
| 2 | EQUIPMENT RENTAL * ELECTRIC LIFT | \$490.70 | \$981.40 |
| Total: | | | \$19,261.40 |

| Quantity | Description | Price | Amount |
|----------|---|-------------|-------------|
| 1 | Dog Park -Install 30' Light Pole with Concrete Base -Install (3) Head LED fixtures with photocell control -Trench/backfill conduit and wire with 20 amp 240 volt circuit from existing panel to light pole base -Crane Rental | \$14,560.00 | \$14,560.00 |
| Total: | | | \$14,560.00 |

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329



Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044

ONE CALL COVERS IT ALL

Quote #: q27268

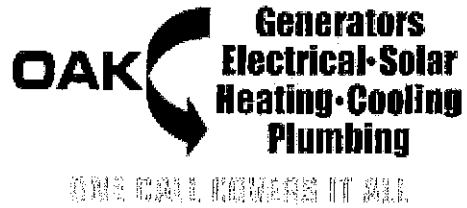
Authorization

I hereby authorize Oak Electric Service, Inc to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Oak Electric is not liable for any existing work that does not meet electrical and/or mechanical municipal code requirements. I understand that this may result in a code violation upon the inspection for Oak Electric's work completed. I agree that as the homeowner, I am responsible and liable for any conditions and/or work that existed prior to Oak Electric's work and may incur additional expenses as a result. Cancellation is subject to admin fee/permit costs.

SUPPLY CHAIN ISSUES MAY CAUSE PRODUCT DELAYS.

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329



Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044

Quote #: q27268

Attachments

1. [77000A-Spec.pdf](#)

Gregory Calbeck

From: The Restaurant Store <no-reply@therestaurantstore.com>
Sent: Thursday, December 1, 2022 1:31 PM
To: Gregory Calbeck
Subject: Custom Quote



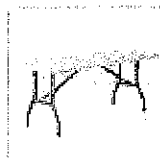
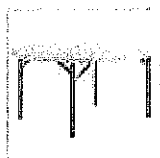
THE RESTAURANT STORE

**Thank you for requesting a custom quote from
TheRestaurantStore.com**

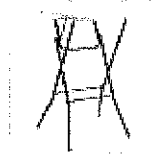
Quote Name: Municipal Government
Quote ID: #104971

To add your quote to your cart, please visit "My Quotes" in the "My Account" section.

Please note this quote will expire **12/15/2022 at 11:59PM ET.**

| # | Item | Price | Qty | Total | |
|---------------|---|---|----------|------------|------------|
| 1 | Lancaster Table & Seating 30" x 72" Heavy-Duty Granite White Plastic Folding Table 384YCZ7230 |  | \$58.99 | 10 | \$589.90 |
| Item Total | | | | \$589.90 | |
| 2 | Lancaster Table & Seating 60" Round Heavy-Duty Granite White Plastic Folding Table 384YCZ60RND |  | \$116.86 | 12 | \$1,402.32 |
| Item Total | | | | \$1,402.32 | |

3 Lancaster Table & Seating 32" Round
Granite White Heavy-Duty Blow Molded Bar
Height Plastic Folding Table
384YCZ32RNDB



\$58.53

4

\$234.12

**Item
Total**

\$234.12

4 Lancaster Table & Seating Black Vinyl
Folding Chair with Padded Seat
384DGBKVIN



\$24.00

50

\$1,200.00

**Item
Total**

\$1,200.00

Subtotal \$3,426.34

Estimated Tax \$205.58

Estimated
Shipping and
Handling \$55.00

Total \$3,686.92

To provide accurate pricing, all quotes must be associated with a store location. To purchase your quote, you must set your home store in [My Account](#) to match the store associated with your quote prior to checking out.

The tax and shipping provided are only estimates. Actual tax and shipping will be calculated at the time the quote is purchased and may vary from the amount stated.

If you have any questions about your quote or wish to modify your request, you can speak to a Customer Support Specialist by contacting us at (717) 392-7261 or email help@therestaurantstore.com.

Thank you for your interest and we hope to serve you again soon!

mgray
(717) 392-7261

Thank you,

The Restaurant Store

Please do not reply to this email, as we will not receive it. If you have any questions regarding an order you are picking up, please contact customer service at 717-392-7261 or email help@therestaurantstore.com.

EXHIBIT B

| Maximum Grant Award | Local Match |
|---------------------|-------------|
| \$40,083.16 | \$40,083.16 |

The Pleasant Ridge City Commission acknowledges that the costs of project planning will be split evenly between the grant award and village funds. is further acknowledges and that the grant award will equal the local match up to \$40,083.16 and that the grant award will not exceed said amount.



Dear Senior Center Stakeholder,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that your Senior Center has been selected for a Senior Center Matching Grant Award.

The purpose of this funding is to provide matching grants to local governments to assist their senior centers with improvements such as capital, technology, infrastructure, and equipment improvements or professional development.

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund to Oakland County.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Also, I have attached a sample template for Exhibit B that may be helpful to you. Please let me know if you have any questions. I can be reached at 248-858-0485 or at dobsonk@oakgov.com.

Regards,

Kenneth Dobson
American Rescue Plan - Director
Executive Office Building
2100 Pontiac Lake Rd
Waterford, MI 48328