

City Council Study Session Agenda

Monday, October 04, 2021 at 6:00 PM Remote Meeting via Zoom

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 840 6570 2473

Password: 428223

CLICK HERE: https://us06web.zoom.us/j/81979518287?pwd=UzljNldMZnJkSk5HLzBseGxoNXBCUT09

Telephone: 646.558.8656 or 312.626.6799 CLICK HERE: Public Comment Form Link

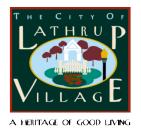
In accordance with Emergency Orders issued bylocal officials, and State of Michigan legislation, which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup's City Council will be meeting electronically using www.Zoom.us for videoconference and public access.

1. **Call to Order** by Mayor Garrett (in accordance with PA 254 of 2020, the members should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely).

2. Discussion Items

- A. Speed Bumps & Traffic Controls Red River/Morningside Circle Area
- B. Tower Lease Agreement American Tower 19625 Sunnybrook
- C. Discussion Cannabis Draft Application and Scoring Criteria
- 3. Mayor and Council Comments
- 4. Public Comments
- 5. Adjourn

^{*}Study Session immediately followed by a meeting of the Election Commission



Dr. Sheryl L. Mitchell Theriot City Administrator

City of Lathrup Village 27400 Southfield Road | Lathrup Village, MI 48076 smitchell@lathrupvillage.org Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members **FR:** Sheryl Mitchell Theriot, City Administrator

DA: October 4, 2021

RE: Speed Bumps & Traffic Controls - Red River/Morningside Circle Area

There have been several requests from residents and council members regarding a need for traffic control due to vehicles speeding along residential streets.

Individuals invited to discuss options include:

- Alexander Rucinski, Traffic Engineer, Road Commission for Oakland County
- Scott Ringler, Engineer, Giffels Webster
- Chief Scott McKee, Lathrup Village Police Department

Material from the Road Commission regarding Speed Humps and the petition process that is available to townships is included in the agenda packet. Note: the RCOC has jurisdiction over the township roads.

In addition, a request was received to discuss the interest of residents in the Red River\Morningside Circle area for traffic controls. It was noted that there seemed to be consensus that they would like the temporary stop signs at the Red River\Morningside Circle to become permanent. Residents in that area report that speeding is a big problem and that these signs help.

Several residents suggested that the speeding issue would be greatly diminished if the city removed the barricade at San Jose where it meets Evergreen. Currently, there is an entrance to LV from Evergreen, but there is a barricade 20 feet in to prevent cars from entering the city. It is believed that a lot of these speeders are driving fast because they have to get to 11 Mile Road (going the opposite direction) in order to get to Evergreen, or alternatively, need to come into the city via 11 Mile Road when Evergreen is quicker to their homes.

One benefit of removing the barricade is that it would provide Emergency Services with a quick way in/out of the city, given there is not currently an entrance to LV from Evergreen. Although, no records were identified regarding the original reasons for installing the barricade, it is reasonable to assume it was to deter any increase in traffic to and from Evergreen Road.

EMAIL FROM CHUCK KELLER - CHIEF TRAFFIC ENGINEER - TRAFFIC IMPROVEMENT ASSOCIATION

From: Keller, Chuck (TIA)

Sent: Thursday, September 30, 2021 9:35 AM **To:** Scott McKee <policechief@lathrupvillage.org>

Cc: 'Yesh, Monica (TIA)' < myesh@tiasafety.us">myesh@tiasafety.us; Santilli, James (TIA) < santilli@tiasafety.us>

Subject: RE: Speed bumps

Good morning Chief McKee:

I received your request for information on Speed Humps. The first place I suggest you look is at Federal Highway Administration (FHWA) website: https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm. The info on Speed Humps, Speed Tables, etc. is under the section "Toolbox of Individual Traffic Calming Measures".

Traffic Calming ePrimer is a free, online resource openly available for public use. The ePrimer presents a thorough review of current traffic calming practice and contains the information needed to understand this complex field. The ePrimer is presented in eight distinct modules developed to allow the reader to move between each to find the desired information, without a cover-to-cover reading. The ePrimer presents:

- a definition of traffic calming, its purpose, and its relationship to other transportation initiatives (like complete streets and context sensitive solutions);
- illustrations and photographs of 22 different types of traffic calming measures;
- considerations for their appropriate application, including effects and design and installation specifics;
- research on the effects of traffic calming measures on mobility and safety for passenger vehicles; emergency response, public transit, and waste collection vehicles; and pedestrians and bicyclists;
- examples and case studies of both comprehensive traffic calming programs and neighborhoodspecific traffic calming plans;
- case studies that cover effective processes used to plan and define a local traffic calming program or project and assessments of the effects of individual and series of traffic calming measures.

In regard to the normal material used to construct speed humps, speed tables, etc. it is asphalt for the permanent one and then some preformed material for the temporary ones.

Attached is a copy of temporary speed bump and hump devices from Tapco, Inc.

Hopefully the above FHWA website helps.

Attached is a TIA Fact Sheet on Speed Bumps which is old and needs updating which will be done soon, however the information contained in this older document is still good. The newer version of the document will contain information on "Speed Humps" which some communities use. The speed hump is different than the speed bump because it's a less intrusive device which still allows most vehicles to travel over them at the posted speed of 25 MPH without experiencing too much discomfort.

Attached is a copy of the City of Rochester Hills Traffic Safety Program which is an example of a program for residential streets.

Below is a link to the City of Ann Arbor's program if you want to look into it which is another good example.

https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Pages/default.aspx

The City of Farmington Hills also has a speed hump program, but I was unable to locate it on their website. You could contact their engineering department for a copy. This is a link I just received for the Farmington Hills Process. <u>Farmington Hills, MI - Traffic Safe-te3 Program (fhgov.com)</u>

RCOC has a Standard Operating Proceedure for speed humps which you could obtain from their Traffic-Safety Department.

Hope this information helps.

Chuck Keller, P.E.

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Chief Traffic Engineer
Transportation Improvement Association
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Troy, Michigan 48083
(248) 334-4971 Office
(248) 475-3434 Fax
ckeller@tiasafety.us
www.tiasafety.us



COMMISSION TO DAKLAND COUNTY

ROAD COMMISSION REGULATION

BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY

FEB 1 1 2019

EFFECTIVE DATE:

47

NUMBER

PREPARING ORGANIZATION

Traffic-Safety Department

SUPERCEDES Op Instruction NUMBER: 12 – Revision 1

DATED: 12/8/2008

SUBJECT:

INSTALLATION OF SPEED HUMPS

PURPOSE:

To establish guidelines for the installation of speed humps on subdivision streets.

INFORMATION

There have been several instances where vehicles utilize residential subdivision streets rather than mile type roads, in an apparent attempt to bypass congested intersections, avoid gravel roads or take advantage of perceived "short cuts". In addition, such vehicles often travel at speeds that significantly exceed the residential speed limits.

In some of these situations, speed humps have been shown to be an effective countermeasure to address such concerns. Speed humps are raised pavement sections that are between 3 to 4 inches in height and approximately 14 feet in length. When designed properly and installed in warranted locations, speed humps have been proven to reduce vehicle speeds and/or "cut through" traffic on subdivision streets.

In order for speed humps to be warranted, the 85th percentile speed should be equal to or greater than 35 miles per hour. In addition, the following criteria should be considered:

- 1. Traffic volumes in excess of 1,000 vehicles a day, which includes a minimum of 25% "cut through" traffic.
- 2. Acceptable vertical and horizontal curvature.
- 3. Pavement width less than or equal to 40 feet.

The specific factors giving rise to residents' concerns for safety and issues with traffic in residential subdivisions are often unique to each area. However, in order to ensure consistency for speed humps which are installed on subdivision streets, the following procedure has been established:

A homeowners' association or interested residents (Requestors) may submit a written request to RCOC Traffic-Safety Department (T-S), for speed humps or other traffic calming countermeasure designed to alleviate a perceived traffic concern within a subdivision.

Upon receipt of such request, T-S staff shall consult with the Requestors, the Township, and local law enforcement (collectively, the Parties), and review the various countermeasures available, including the installation of speed humps.

If it is agreed that speed humps are a countermeasure of interests, T-S staff shall conduct a preliminary review of traffic speeds, volumes and alleged "cut through" traffic in the area, and will advise the Parties as to whether speed humps are recommended.

Item 2A.

DIRECTIVE TYPE PREPARING ORGANIZATION **EFFECTIVE DATE NUMBER 47 SUPERCEDES** PAGE 2 OF 2 Regulation Traffic-Safety Department OI 12, Revision 1 12/08/2008 FEB 1 1 2019 Installation of speed humps are subject to the following: A Petition in support of the installation must be submitted to RCOC, signed by at least 75% of the homeowners on the subject segment of street(s), on which the proposed speed humps would be installed. The subject segment of the street(s) shall be the segment(s) determined by T-S staff, as being that portion of the street(s) which would be significantly impacted by the proposed humps. An appropriate Township Board Resolution supporting the installation of the speed humps must also be submitted. The speed humps must be designed by an appropriate consultant and constructed by a contractor, at locations approved by T-S staff; with all work being done subject to the approval of T-S staff and subject also to the permit requirements of the RCOC Permit Division. All costs associated with the speed humps design, installation, signing and pavement markings, shall be the responsibility of someone other than RCOC. The RCOC will be responsible for maintenance of the speed humps, associated signs and pavement markings until such time, at the sole discretion of the RCOC they can no longer can be maintained and will be removed. Following installation, the RCOC may conduct follow-up studies to determine the effectiveness of the speed humps.

Approved:

Managing Director

2/11/19 Date

100%

RECYCLED

Rubber Speed Bumps

- Manufactured from earth-friendly, 100% recycled tires
- Embedded "cat's eye" reflectors enhance visibility and alert drivers well in advance
- Pre-drilled for anchoring spikes or lag bolts
- Resistant to UV, moisture, oil and temperature
- Easily handled and installed by one person
- Flexible, conforms to uneven road surfaces
- 5-year warranty
- Dimensions: 12¼" x 2¼"

o' Speed Bump with Lag Bolts (for Concrete)	1485-00031	\$ 139 95	
6' Speed Bump with Spikes (for Asphalt)	1485-00021		
4' Speed Bump with Lag Bolts (for Concrete)	1485-00032	¢40005	
4' Speed Bump with Spikes (for Asphalt)	1485-00022	\$109 ⁹⁵	
End Cap (Compatible with 6' and 4')	1485-00029	\$2495	





Plastic Speed Bumps

- 100% post-consumer, post-industrial recycled plastic
- Lightweight and maintenance-free
- High visibility safety yellow
- Cable channels run entire width of speed bump
- Standard (10"W x 2"H)
- Deluxe (12"W x 2¼"H)

		Concrete Install (Lag Bolts)	Asphalt Install (with Spikes)	
4' Standard Plastic S	peed Bump with cable channels	1321-00002	1321-00001	\$9295
🤰 6' Standard Plastic S	peed Bump with cable channels	1321-00004	1321-00003	\$11995
8' Standard Plastic S	peed Bump with cable channels	1321-05208LBK	<u>1321-05208SK</u>	\$18495
9' Standard Plastic S	peed Bump with cable channels	1321-00006	1321-00005	\$18995
10' Standard Plastic	Speed Bump with cable channels	1321-05210LBK	1321-05210SK	\$22995
12' Standard Plastic	Speed Bump with cable channels	1321-05212LBK	<u>1321-05212SK</u>	\$27995
4' Deluxe Plastic Spe	ed Bump with cable channels	1321-00008	<u>1321-00007</u>	\$9695
6' Deluxe Plastic Spe	ed Bump with cable channels	<u>1321-00010</u>	1321-00009	\$ 149 95



Vulcanized Rubber Speed Hump

- Manufactured from recycled materials
- Main section: 35½"W x 19½"L x 2"H
- Embedded durable reflective tape
- Interlocking tongue & groove system
- Includes installation hardware
- End caps protect main section edge from wear & tear
- 3 year warranty

Vulcanized Rubber Speed Hump Main Section	1485-00040	\$7995
Vulcanized Rubber Speed Hump Male End Cap	1485-00041	¢.con
Vulcanized Bubber Speed Hump Female End Can	1485-00042	\$6995

RECYCLED MATERIAL

RECYCLED

Traffic Calming Solutions

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The purpose of traffic calming is to improve neighborhood livability by reducing the speed of traffic on residential roads. When implemented properly, traffic calming creates a safer environment for all users of residential streets.

- Manufactured from recycled rubber
- Units are pre-molded to spec, conform to ITE standards and are MUTCD compliant
- Extremely durable and lightweight easy to install and transport
- Module units have patented interlocking system (patent # US 7,591,605 B2)
- Devices can be used as a permanent and / or temporary solution
- Won't crack or fade like asphalt; requires minimal maintenance
- Molded tape has much longer lifespan than paint
- Solutions are ideal for: municipalities, private communities, corporate campuses, universities, industrial parks, etc.



More items available online! www.tapconet.com

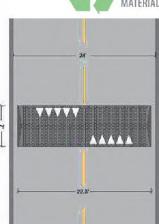
7' Speed Hump

Recommended for 10 MPH speed zones

Our 7' speed hump is frequently used by private communities. This solution is often installed in front of security gates where motorists are expected to drive at very slow speeds or with great caution. They are also very popular for locations with high pedestrian traffic.

12'L x 7'W x 3"H Speed Hump	1485-00054A-12	\$199500
13.5'L x 7'W x 3"H Speed Hump	1485-00054A-13.5	\$219500
22.5'L x 7'W x 3"H Speed Hump	1485-00054	\$299500
24'L x 7'W x 3"H Speed Hump	1485-00054A-24	\$319500
25.5'L x 7'W x 3"H Speed Hump	1485-00054A-25.5	\$332500
34.5'L x 7'W x 3"H Speed Hump	1485-00054A-34.5	\$439000





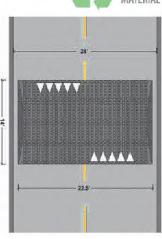
14' Speed Hump

Recommended for 15-18 MPH speed zones

Our 14' speed hump works best for 15-18 MPH roads. While speed tables have a flat surface, our speed humps are parabolic in shape and design. This product rises from 0" to 4" in 7', then it slopes back to 0" in another 7'.

12'L x 14'W x 4"H Speed Hump	<u>1485-01214</u>	\$389500
22.5'L x 14'W x 4"H Speed Hump	<u>1485-00056</u>	\$649500
24'L x 14'W x 4"H Speed Hump	<u>1485-02422</u>	\$699500





Ph (800) 236-0112

RECYCLED

Speed Tables & Cushions

14' Speed Table

Recommended for 25 MPH speed zones



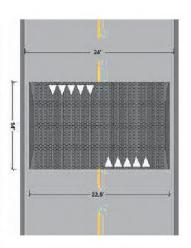
This is one of our most popular traffic calming devices. Our 14' speed table is 3" high and has a 7' flat-topped table in the center. It is designed to slow vehicles to around 25 MPH, a common speed limit on many residential roadways. This speed table encourages motorists to slow down while allowing drivers to continue on their way without having to stop.

14' Speed Table

1485-00058

\$609500





21' Speed Table

Recommended for 30 MPH speed zones



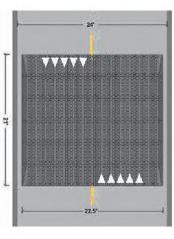
This solution provides the smoothest ride of all our traffic calming devices. With a 14' long table in the center of the device, this speed table is often used on roads where vehicle speed and volume are higher than on smaller residential streets.

21' Speed Table

1485-00060

\$909500





Speed Cushions

Recommended for 25 MPH speed zones



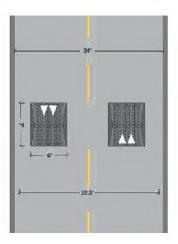
This unique solution was designed to slow down residential motorists while allowing emergency-vehicles to pass with ease. They are placed only in the lane of traffic with gaps in between for emergencyresponse vehicles to straddle. Residential vehicles have a narrower wheelbase forcing them to drive over the device. Includes lag bolts 7'L x 6'W x 3"H, 402 lbs.

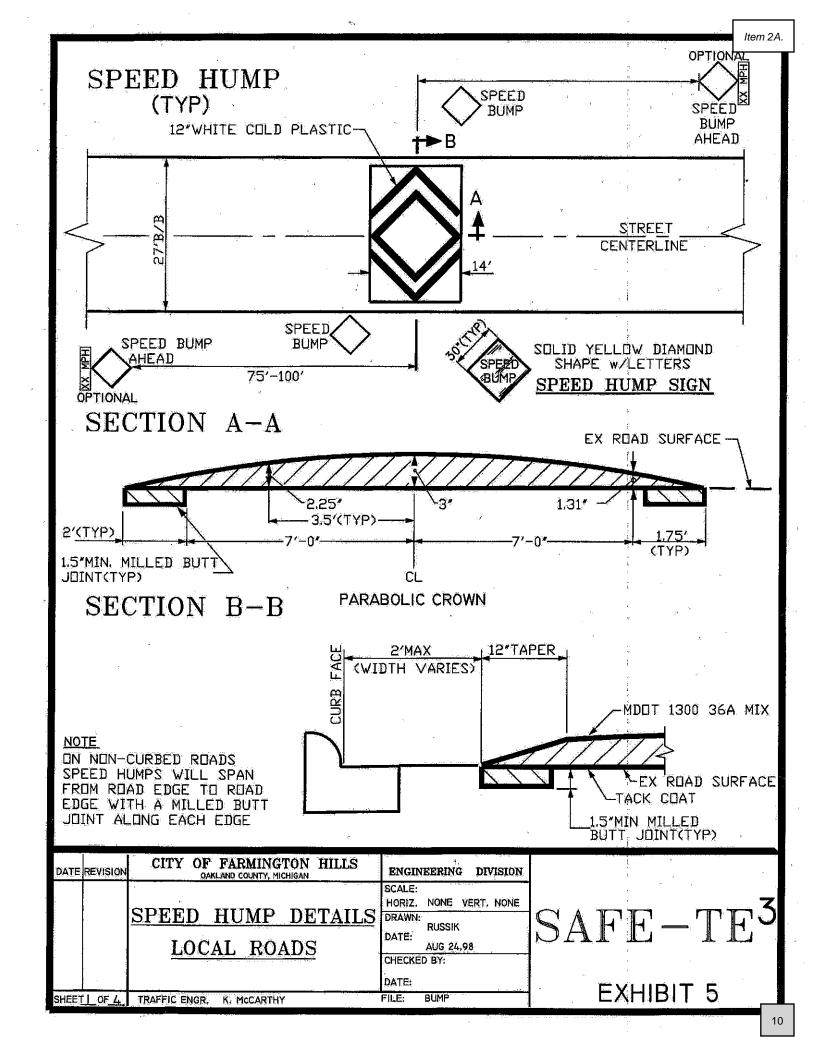
Speed Cushion per section

1485-00062

\$97500









"SOME COMMUNITIES USE 'SPEED BUMPS', WHY CAN'T WE?"

A speed bump is a bump of asphalt about a foot wide, 3 to 4 inches high, and placed laterally across the traveled portion of the road. The speed bump poses an increased hazard to the unwary....A challenge to the daredevil....A disruption of the movement of emergency vehicles.... The cause of an undesirable increase in noise....And a real problem for snow removal.

Because speed bumps have considerable potential for liability suits, Michigan has officially rejected them as a standard traffic control device on public streets.

Tests of various experimental designs have demonstrated the physical inability of a speed bump to successfully control the speeds of all types of vehicles. The purpose of a speed bump is to make the ride over it uncomfortable for drivers, thus encouraging them to reduce their speed. The driver of a softsprung sedan can experience a more comfortable ride over a speed bump at a low or high speed, because of the vehicles' suspension system. On the other hand, a vehicle with tighter suspension (school bus, fire engine, moving van, etc.) must virtually stop before going over a speed bump.

Often these devices are suggested to combat speeding or "through" vehicles. If speeding is the alleged problem, studies must be conducted to determine the extent of the problem. Other, more effective steps can be taken to decrease the speeds of vehicles or number of speeders. Often, there are a few speeders who cause most of the problems. If "through" traffic is the problem, it is often the symptom of a traffic related problem on a nearby major street. The real problem should be determined, analyzed and corrected.

The control of speeding in residential neighborhoods is a widespread concern which requires resident compliance and patience, and persistent law enforcement efforts....Not speed bumps.

City or Rochester Hills Traffic Safety Program

Traffic & Safety

Traffic Safety Program

The Rochester Hills Neighborhood Traffic Safety Program was created to address neighborhood traffic safety concerns while enabling citizens and/or community groups to become actively involved in the improvement process. This program allows city staff and the community to work together to create safe and pleasant conditions in our residential areas for motorists, bicyclists, pedestrians and residents.

Issues Addressed

- Accidents
- Speeding
- Pedestrian safety
- Cut-through traffic
- Sight distance

How We Started

- 1. Identify traffic concerns in your neighborhood.
- 2. Discuss possible solutions with your neighbors or the neighborhood association.
- 3. Fill out the <u>Traffic Information Survey</u> form and submit the form to the City's Traffic Safety Division.
- 4. Attend the Informational Meeting to hear more about the Neighborhood Traffic Safety Program.
- 5. Form a Core Group of residents who will be advocates for the safety improvements.

Program Phases

The program is divided into three phases which must occur in order.

Phase I - Informational Meeting / Problem Identification

The purpose of phase one is to:

- Collect data in the form of speed studies and field review
- Gain the support of a core group of residents
- Identify the problem
- Provide for a complete explanation of the program

Informational Meeting & Problem Identification

Residents with a traffic safety concern can contact the city. In return they receive a <u>traffic information survey form</u>. You are requested to discuss traffic concerns with your neighbors and/or the neighborhood association. If there is interest, the city will host an informational meeting and present the program.

After the Meeting

From the informational meeting, a group of residents or core group will be formed to work with the city to gather information. Speed studies will be performed at locations identified by the residents. In addition, traffic counts will be taken and other operational areas will be studied. All of the data gathering will be done with resident volunteers working together in partnership with city employees. This information, jointly collected, will establish base data from which Phase II and Phase III of the program will stem.

Phase II - Problem Solving

Overview

Phase II is the development of a plan combining elements of educational, enforcement and engineering measures. Based on the specific findings of the field review, a plan will be agreed upon to continue in the process.

Target Area & Audience

Past enforcement activities in the city have found that most violations of traffic ordinances within a residential area are the residents of that area. Therefore, much of the following activities will be directed towards friends and neighbors.

Education

Three educational programs are currently proposed. The extent to which each will be used will be determined by city staff and the core group. They are:

- The Neighborhood Traffic Safety Campaign
 This involves the distribution of brochures describing techniques that pedestrians and parents can use to help address speeding issues and to become better aware of their driving habits.
- Use of the Smart Trailer (Speed Monitoring Awareness Radar Trailer)
 This program consists of a portable, unmanned trailer equipped with radar speed detection equipment. The unit obtains speeds of oncoming vehicles and displays them on a digital display board visible to the passing motorist. The intent is to show motorists their actual travel speed. The program can be combined with Sheriff

 Department enforcement activity.
- The Ownership Letter Campaign
 This program involves citizens collecting speed data for vehicles in their neighborhood.
 After recording the speed and vehicle information, the city obtains the registered owner's name and address through Michigan's Secretary of State's system. City staff then sends letters to these motorists explaining the community's desire for a safe neighborhood and

encouraging them to drive 25 mph. This program actively involves citizens in addressing the speeding concerns in their neighborhood.

Enforcement

The enforcement plan includes the selective enforcement of specific traffic controls and vehicle movements by our detachment of the <u>Sheriff Department</u>. Following current practice, the core group identifies specific time periods and locations that the Sheriff deputies can target for specific ordinance enforcement (i.e. speeding, disobeying stop signs, improper parking, etc.)

Monitoring Effectiveness

Once these measures are taken, the effectiveness is monitored and a re-evaluation of the location is completed. If the measures prove to be effective and the speeding problem is reduced to an acceptable level, the core group will notify the neighborhood of their success and encourage the continuation of safe driving. If, however, these measures prove ineffective, the location then qualifies for consideration of Phase III of the program.

Engineering

In conjunction with the other components discussed in the education and enforcement information, the city staff will conduct a complete engineering review of the neighborhood. The review will include consideration of placing new or modifying existing traffic controls.

Phase III - Construction

Purpose

Phase III involves the installation of actual physical control devices in the roadway. These devices are designed to make it less comfortable for the motorist to speed and/or inhibit cutthrough traffic. But they are expensive and involve a measure of liability to the city, so it is extremely important that these devices only be installed after exhausting the alternatives provided in Phase I and II. There are specific criteria for the installation of each type of device, and their use is determined by traffic engineering analysis.

Physical Control Devices

Take a more in-depth view at the physical control devices at the <u>Institute of Transportation</u> <u>Engineers website</u>. The devices most used in the program include:

- Entrance / exit barriers
- Slow points
- Speed bumps
- Traffic circles

Neighborhood Support

Once the core group and city staff have determined a plan for physical devices, it is presented to residents at a community meeting. Input from the residents is incorporated into the plan. Neighborhood support is absolutely essential during the entire process, even more so if physical traffic control devices are to be installed.

Cost

The cost to install physical traffic control devices will be borne by the neighborhood, shared by way of the city's special assessment district procedures. Support for installation must be by petition of at least 67% of residents in the affected area.

City Council Acceptance

After petitions have been received and verified, the City Council will be notified of the recommended project. Implementation of the plan is based on acceptance by City Council, after review of budget limitations. Following this approval step, the device(s) will be designed and constructed.



Safety Awareness For Everyone Through Education, Enforcement and Engineering

INFORMATION BROCHURE

What is the Traffic SAFE-TE³ Program?

Traffic SAFE-TE³ is an acronym for "Safety Awareness for Everyone Through Education, Enforcement, and Engineering." The Farmington Hills Traffic SAFE-TE³ Program was created to address neighborhood traffic safety concerns while enabling citizens and/or community groups to become actively involved in the improvement process. This program allows City staff and the community to work together to create safe and pleasant conditions in our residential areas for motorists, bicyclists, pedestrians and children.

What types of issues can the program address?

SpeedingCut-through trafficSight distance

Collisions

How does the program work?

The program is divided into three phases that must occur in order.

Phase I - PROBLEM IDENTIFICATION/INFORMATIONAL MEETING

Phase I identifies the problem, provides for a complete explanation of the Traffic SAFE-TE³ Program, gains the support of a Core Group of residents, and collects benchmark data in the form of speed studies or other traffic engineering information.

Residents with a traffic safety concern can contact the City. In return they receive a Program Information Brochure and a Traffic Information Survey Form. Information in the brochure directs the resident to discuss traffic concerns with neighbors and/or the neighborhood association. If there is interest, the City hosts an informational meeting to present the program.

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From the informational meeting, a sub-group of residents or Core Group will be formed to work with the City to gather information. Speed studies will be performed at locations identified by the residents. In addition, traffic counts may be taken and other operational areas studied. All of the data gathering will be done in partnership; City employees and resident volunteers working together. This information, jointly collected, will establish baseline data from which Phase II and Phase III of the program will stem.

Phase II - EDUCATION AND ENFORCEMENT

Phase II is the development of an education and enforcement plan based on the specific findings of the field review. Past enforcement activities in the City have found that most violations of traffic ordinances within a residential area are the residents of that area. Therefore, much of the following activities will be directed towards neighbors and possibly friends.

EDUCATION

Currently, two educational programs are in use. City staff and the Core Group will determine the extent to which each will be used. They are:

1. THE NEIGHBORHOOD TRAFFIC SAFETY CAMPAIGN

This involves the distribution of a brochure or letter describing the findings of the data collection, providing techniques that pedestrians and parents can use to create a safer neighborhood and encourage motorists to become better aware of their driving habits.

2. USE OF THE SPEED MONITORING AWARENESS RADAR TRAILER

This program consists of a portable, unmanned trailer equipped with radar speed detection equipment. The unit obtains speeds of oncoming vehicles and displays them on a digital display board visible to the passing motorist. The intent is to show motorists their actual travel speed. This program can be combined with Police Department enforcement activity.

ENFORCEMENT

The enforcement plan includes the selective enforcement of specific traffic controls and vehicle movements by our Police Department. Following current practice, the Core Group would identify specific time periods and locations from the collected data and field review that the Police will target for strict traffic ordinance enforcement. (i.e. speeding, disobeying stop signs, improper parking, etc.)

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After implementation of the education and enforcement measures, the effectiveness is monitored, re-measured, and re-evaluated. If the measures prove to be effective and the speeding situation is reduced, the Core Group will notify the neighborhood of their success and encourage the continuation of safe driving. If however, these measures prove ineffective, the location then qualifies for consideration of Phase III of the program.

Phase III – ENGINEERING

Phase III involves the installation of actual physical speed control devices in the roadway. Because the devices are designed to make it less comfortable for the motorist to speed, it is extremely important that these devices only be installed after exhausting the alternatives provided in Phase I and II. Installation is determined by traffic engineering analysis and four main factors:

- 1. Residential street must be functionally classified as a local roadway.
- 2. 85th percentile speeds of 35 mph or greater (the speed at which 85% of the traffic is traveling at or below).
- 3. Topography (i.e. hills, curves and intersections).
- 4. Presence of existing traffic controls (i.e. traffic signals, stop signs).

Proper engineering analysis and judgement must be included prior to installation of any physical devices. These devices can include, speed humps, traffic circles, slow points, entrance/exit barriers, pavement markings and traffic control signing.

Once the Core Group and City staff has determined the best traffic control plan, it is presented to residents at a community meeting. Input from the residents is incorporated into the plan. Neighborhood support is absolutely essential during the entire process, but especially if traffic control devices are to be installed. Before implementation, 75% support from residents on the segment of roadway being considered is required, through petitions. After petitions have been received and verified, the City Council will be notified of the recommended project. Funds can only be allocated based on acceptance by City Council, after review of budget limitations. Following this approval step, the device(s) will be designed and constructed.

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How do we get started?

- 1. Identify traffic concerns in your neighborhood.
- 2. Discuss possible solutions with your neighbors and the neighborhood association.
- 3. Fill out the attached "Traffic Information Survey" Form and mail to the City's Engineering Division.
- 4. Attend the Informational Meeting to hear more about the Traffic SAFE-TE³ Program.
- 5. Form a Core Group of residents who will be advocates for the safety improvements.

Let's begin...

We want to work with you and your neighbors to make your neighborhood streets safer. Please take the first step in achieving this by filling out the enclosed Traffic Information Survey providing us with your concerns and indicating what solutions you feel would be appropriate for your neighborhood.

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City of Farmington Hills TRAFFIC INFORMATION SURVEY

Contact Name:	Phone:
Address:	Date:
Neighborhood/Subdivision:	
List names & phone numbers of interested neigh	bors:
Location(s) of Concern:	
What concerns have you identified with the above	location?
Please identify the specific time periods that the t (For example form 4:00 p.m. to 6:00 p.m.)	raffic concern takes place
What solutions do you feel would address your co	ncerns? (Check one or more)
 Brush trimming/Corner clearing Signing Pavement markings Police Enforcement 	Speed reduction devices Other
Thank you for taking the time to fill out the Traffic Survey, you will be contacted by City staff to estal	olish a meeting date and location.
FOR OFFICE USE ONLY	Initial Meeting Date:

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Dr. Sheryl L. Mitchell Theriot City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members **FR:** Sheryl Mitchell Theriot, City Administrator

DA: October 4, 2021

RE: Tower Lease Agreement – American Tower – 19625 Sunnybrook

The City is in receipt of a communication from American Tower. With T-Mobile having completed their merger with Sprint. T-Mobile has announced 25,000 Sprint sites are to be terminated along with an additional 10,000 T-Mobile sites. This has caused major network evaluations and also resulted in new Master Leases being negotiated between the carriers and Tower companies.

We have not received notice of the Lathrup Village site being terminated. However, two options are being presented for our consideration.

Current Lease Agreement:

- Commenced Feb. 1998 for 5 years
- Option for 4 additional 5-year terms
- Rent increases by cumulative CPI for the prior 5 years
- 2 carrier customers on tower: ATT & T-Mobile (not Verizon)
- Current rent: \$1,763.29/month

Option 1: The escalator in the Lease is stated as CPI not to exceed 5% per year and paid as a term escalator which is why they have it listed as 25%. They are seeking getting the escalator to a fixed 10% per term. The carrier contracts are limited to a 10% per term escalation. American Tower is asking to match the escalator rate to the 10% of the carrier contracts. The next escalation period would go into effect February 2023. In 2019, Council authorized me to present a counter-proposal to their \$300,000 buyout offer of \$1.2 million. At that time, they also offerred a 2% escalation with a \$5,000 signing bonus. The current offer is:

- Escalation reduction from 25% to 10%
- Reduce rent by \$200/month (negotiable to \$100/month)
- \$1,500 cooperation bonus
- Ex.

LA.						
Rate	Increase	Monthly	New	Annual Amt	20 years	30 years
	%	Amt	Monthly			
\$1,763.29	Current			\$21,159.48	\$423,190	\$634,784
\$1,763.29	25%	\$440	\$2,204.11	\$26,449.25	\$528,987	\$793,478
\$1,763.29	10%	\$176	\$1,939.61	\$23,275.42	\$465,508	\$698,263
\$1,563.29	10%	\$156	\$1,875.94	\$22,511.76	\$450,227	\$675,352

Option 2:

- Lease Buy-out \$825,000; comparable to:
 - \$41,250/yr for 20 years
 - \$27,500/yr for 30 years
- 60-year term easement
- No leases or carrier payments
- Minimizes risk

In regards to Electronic Vehicles (EV), it is understood that they are moving to the 5G network, which does not require the tall "macro" towers. Instead, are utilizing more "micro" installations which can do on light poles, etc. They have a contract with the postal service to install these on all of their facilities.

Would like some direction from Council as to which (if any) option they prefer to pursue.





September 27, 2021

City of Southfield Lathrop Village Site 310966

Dear Ms. Mitchell,

So much has changed in the industry since we last spoke. We are asking Landowners to review the information below and work with us to make this site's economics work.

Changes in the Wireless Industry:

Today, operating costs continue to escalate and have become a major focus for carriers. Carrier mergers, lease buyout programs, fewer tenants to which sites can be marketed, and the move to smaller repeater/micro towers are affecting the industry. T-Mobile announced 25,000 Sprint sites were to be terminated along with an additional 10,000 T-Mobile sites. These factors have led to industry wide network evaluations.

Eliminating Risk and Increasing Value:

As a result, American Tower is re-evaluating its portfolio in conjunction with network engineers to review which communications facilities are likeliest to remain active in the network.

Criteria for Cellular Site Retention:

American Tower would like to include this site in its long-term portfolio. To retain the current tenants and attempt to market to others we need to keep the site viable from a financial standpoint. Our goal is to secure cooperation to address the economics of this site allowing us to maintain it in our long-term portfolio.

There are two options to achieve that goal and can improve the long-term security of the Tower Site:

- 1. Escalation Reduction
- Reduce Term escalation from 25% to current Carrier Contract 10% term
- Reduce Rent \$200.00 per month
- We can offer a \$1,500 cooperation bonus for this accommodation
- Agreement is executed as an amendment to the lease.

2. Lease Buyout

We can again consider the lease Buy-out option. Lease Buyouts place all future risk on the Tower company. They are executed as easement agreements. The Current "value" for a onetime payment bases on TMO remaining at this location would be approximately \$825,000.00

As this site was flagged in my data for immediate attention, please contact me prior to **October 12, 2021.** I would like to do what we can to get the site off the "radar" so it can continue as a positive asset for both you and American Tower.

Best Regards,

Laurene

Laurene Franklin

Senior Lease Consultant,

Tower Alliance LLC (An Authorized Vendor of American Tower)

479-981-2155 Office

Ifranklin@toweralliancellc.com

^{**}PLEASE NOTE: Offers subject to change, with required final approval by American Tower, and are for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all.

GROUND LEASE AGREEMENT (CORPORATE)

1: Definitions of Terms Used in this Document

1.1 Landlord's Contact Person Mr. Jeff Bremer City Administrator Lathrup Village (248) 557-2600

1.2 Landlord

City of Lathrup Village 27400 Southfield Rd. Lathrup Village, MI 48076 (248) 557-2600

WITH A COPY TO:

Matthew C. Quinn. Esq.

Cooper, Shifman, Gabe, et al.

1026 W. Eleven Mile Rd.

Royal Oak, MI 48067-2451

1.3 Name and Address for Payment of Rent

City of Lathrup Village 27400 Southfield Rd. Lathrup Village, MI 48076

1.4 <u>Taxpayer Identification Number</u> 38-6021195

1.5 Property Identification Number 24-14-355-039

1.6 Leased Property

The leased real estate including easements which has a common address of 19625 Sunnybrook and which are legally described on Exhibit A and are marked on the sketches described on Exhibit B.

munileas.frm 10/97

1.7 Commencement Date February 18, 1998

1.8 Initial Term

Five (5) years

1.9 Term

The Initial Term and any extension year term described in Sections 2 and 3

1.10 Lease

This Ground Lease Agreement includ B, and C.

1.11 Initial Rent

\$13,000.00 annually, payable \$1,083.00 monthly

1.12 Tenant

Detroit SMSA Limited Partnership

1.13 Tenant's Contact Person

Janine Halushka, Manager/Real Estate 810-737-6658

1.14 Tenant's Address

Detroit SMSA Limited Partnership c/o Ameritech Cellular Services Real Estate Department 32255 Northwestern Highway, Suite 1 Farmington Hills, MI 48334 with a copy to: Ameritech Cellular Services Legal Department, 3H78 2000 W. Ameritech Center Drive Hoffman Estates, IL 60195-5000



2. Terms and Options to Extend

- 2.1 <u>Initially</u>. Landlord leases the Property to Tenant for the Initial Term and on the terms and condibeginning on the Commencement Date at the Initial Rent.
- 2.2 Option to Extend. Tenant has the option, provided that Tenant is not in default on the date of exe of any provision hereof, to extend the term of this Lease for four (4) additional five (5) year terms at the annual renta and conditions of this Lease below by giving the Landlord written notice of Tenant's intention to do so at least sixty the end of the then current term.
- 2.3 Rent During Extension Term. The annual rental for years one (1) through five (5) of the extension term shall be increased by the cumulative Consumers Price Index (CPI), for the prior five years as set forth below, payable installments; and for years six (6) through ten (10) of the extension term shall be increased by the cumulative CPI years, as set forth below, payable in equal monthly installments; and for years eleven (11) through fifteen (15) of shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments.

Landlord and Tenant agree that in consideration of rental payments paid in advance by Tenant to Landlord payments paid in advance by Tenant to Landlord, the actual rental payment to be paid by Tenant during the five (5 shall be One Thousand, Eighty-three Dollars (\$1,083.00) per month. However, all CPI calculations under the lease state of One Thousand Five Hundred Dollars (\$1,500.00) per month for that first five (5) years.

For purposes of this Agreement, the term "CPI" shall mean the Revised Consumer Price Index for All published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City A (1982-84=100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 avera be used. Landlord and Tenant shall select a means to adjust such revised index which would produce results equival to those which would have been obtained if the CPI has bot been so revised. If the CPI shall become unavailable to the publication is discontinued or otherwise, Landlord and Tenant shall select a comparable substitute index based upon cost of living or purchasing power of the consumer dollar published by any other governmental agency, or, if no such be available, a comparable index published by a major bank or other financial institution or by a university or a republication. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frees that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the print the CPI for the sixty (60) month period beginning with the closest month preceding the period in question for available. The CPI shall be calculated on a five (5) year term basis, and shall not exceed five percent (5%) for therein.

STANDARD PROVISIONS

3: Additional Yearly Terms

If at the end of the last extension term, this Lease has not been terminated by Landlord giving written in Landlord's intention to terminate this Lease at least six (6) months prior to the end of that term, then, unless Tenant term giving written notice to Landlord prior to the end of that term, the Term of this Lease shall automatically continue in for terms and conditions for a further term of one (1) year and for subsequent annual terms and on the same terms at terminated either by Landlord giving written notice to Tenant of its intention to terminate this Lease at least six (6) month of an annual term, or by Tenant giving written notice of termination before the end of the applicable term. Rent for the periods shall be increased by the cumulative CPI, for the prior five years as set forth above, payable in equal monthly each successive annual period thereafter shall be increased annually by the CPI, for the prior year, as set for above monthly payments.



4: Methods of Payment

- 4.1 Rent Payment. On or prior to the Commencement Date, Tenant shall pay Landlord rent for the first the Initial Term, adjusted on a pro rata basis from the Commencement Date.
- 4.2 <u>Subsequent Monthly Rent Payments.</u> Effective with the first (1st) day of the second (2nd) caled Initial Term, rent shall be payable monthly in advance on the first (1st) day of each calendar month.
- 4.3 <u>Location for Payment</u>. All rent shall be paid to Landlord at the Address for Payment of Rent or to ar or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent rental payments made fourteen (14) days or later after they are due will be assessed interest at a rate of five percent (5%)

5: Use of Property

- 5.1 <u>Tenant's Use of Property</u>. Tenant may construct and operate an antenna tower and equipment enchanged telecommunications equipment on and at the property, as specified in this Lease, in accordance with local rules regulations.
- 5.2 <u>Landlord's Use of Property.</u> Subject to the terms of a sublease between the parties, Landlord shal use the Property and the tower, on a nonprofit basis, to conduct broadcast operations for public health, safety, an municipal governmental functions.

6: Tenant's Installation

- 6.1 Improvements. Tenant may install, subject to compliance with local ordinances and regulations required permits and approvals, an antenna structure, antennae, equipment enclosures, equipment, other personal propert transmission lines, and utilities and make the other improvements shown on the site plan dated Feb. 2. 1998(the 'which is attached hereto as Exhibit C. Tenant may from time to time replace any of these items with new or different it or different specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordered and provided that with respect to the antennae tower and equipment enclosure building any replacements therefor she beight and width dimensions shown in the Plans unless otherwise approved by Landlord in writing.
- 6.2 <u>Workmanlike Construction</u>. Tenant agrees that the installation will be completed in a neat, wo consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extended service to Tenant's equipment, will be paid by the Tenant.
- 6.3 <u>Title to Various Items</u>. Landlord shall, at all times, be the sole and exclusive owner of the Property at all times be the sole and exclusive owner of the antenna structure, antennae, equipment enclosures, equipment, other fixtures, cables, and transmission lines and other improvements installed by Tenant on the Property.
- 6.4 <u>Ingress and Egress</u>. Tenant and its authorized representatives shall have the right of ingress and egree Property twenty-four (24) hours a day, seven (7) days a week.

7: Taxes; Insurance; Indemnification

7.1 Taxes. Tenant shall be solely responsible for and shall timely pay all personal property taxes le against it or its personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upor Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to it

- 7.2 Insurance, Indemnification and Waiver. Tenant shall carry the following insurance coverage, with reasonably acceptable to Landlord, or provide Landlord with satisfactory evidence that Tenant is adequately self-insured may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall with proof of insurance annually.
- (a) Workers' Compensation Insurance: Tenant shall procure and maintain during the life of this Lease, wor insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.
- (b) <u>Commercial General Liability Insurance</u>: Tenant shall procure and maintain during the life of this general liability insurance on an "occurrence basis" with limits of liability not less than \$1.000,000.00 per occurrence combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contributes and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions (v) deletion of all explosion, collapse and underground exclusions.
 - (c) Motor Vehicle Liability Insurance: Tenant shall procure and maintain, during the life of this Lease, mo insurance, including Michigan no-fault coverages, with limits of liability of not less than \$2,000,000, combined single limit for bodily injury and property damage. Coverage shall include all owned, non vehicles.
- (d) Additional Insured: The commercial general liability and motor vehicle coverage as described in paragrashall include endorsements stating the following shall be "Additional Insureds": City of Latinup Village, all employees boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- (e) <u>Indemnification</u>: Tenant shall indemnify, defend and hold Landlord harmless from and against any claim expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from the use and occupancy of the Leased Property by Tenant or its agents; excepting, however, such claims or damages a caused by the acts or omissions of Landlord or its agents. Landlord shall indemnify, defend and hold Tenant harmless any claim of liability, loss or expense (including, without limitation, reasonable attorney fees from personal injury or resulting from or arising out of any condition of the Leased Property or any use and occupancy of the Leased Property agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Tenant or party shall have any obligations under this paragraph unless notified in writing of any such claim or loss within thirty (3 receipt by the other party of notice of such claim or loss.
- (f) Waiver of Subrogation: Landlord and Tenant hereby release each other from any and all liability or recother or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to propor any other casualties insured against or required to be insured against hereunder (including deductible portions), cother casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party mand each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each part insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of resubrogation against the other party hereunder in connection with any loss or damage covered by such policy.

8: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the dat throughout its Term, as follows:

8.1 <u>Title.</u> Landlord possesses a right-of-way interest in the Property which is not subject to any encumbrances, easements, or judgments. However, the property may be subject to covenants and restrictions of the which the Property is located. Landlord does not have any knowledge of other title exceptions which might take precedents.

interest in the Property or impair Landlord's ability to lease the Property to Tenant except for items disclosed in writing Tenant.

- **8.2** Authority. Landlord has full authority to execute, deliver, and perform this Lease.
- **Zoning.** The Property is in compliance with applicable zoning laws.
- 8.4 Solvency. Neither Landlord nor, if Landlord is more than one person, any party constituting a particle or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) a state or federal bankruptcy, insolvency or other similar laws. Neither Landlord, nor, if Landlord is more than one constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate pro-
 - 8.5 No Condemnation. There are no condemnation proceedings threatened or instituted against the pro-
- **8.6** No Litigation. There is no litigation or other proceeding pending or threatened affecting title to or the Property.
 - 8.7 No Unrecorded Easements or Agreements. There are no unrecorded easements or agreements affer

9: Easements

- 9.1 Granted. For the Term of this Lease. Landlord grants Tenant the Access Easements, Util Transmission Line Easements, if any, described in Exhibits A. B or C of this Lease and the Riders to the Memorandum shall maintain the easements so that each is reasonably available for Tenant's intended use. If Landlord is unable to required easements, then, at Tenant's option, this Lease may be terminated. A termination pursuant to this Section obligation on the part of Tenant under the Termination provisions of this Lease.
- 9.2 Modifications. If as of the date of this Lease a Transmission Line Easement, an Access Easeme separate Utility Easement has not yet been finally located. Landlord agrees that upon the location of the easements. E this Lease and to the Riders to the Memorandum of Lease shall be amended to include these easements. In addition, date of this Lease it is determined by Tenant that any Access. Transmission Line or Utility Easement obtained docadequately serves the Property and Tenant's use thereof, Landlord shall grant or obtain relocated easements as necess release any easements which are no longer necessary. If Landlord is unable to grant or obtain any of the necessary ease the location of any of them as required above, then at Tenant's option this Lease may be terminated. A termination p shall not create any obligation on the part of Tenant to pay rental pursuant to the Termination part of this Lease.

10: Assignment

The Tenant may sublease or assign this Lease, or any of its rights under this Lease to an affiliate of Tenant. A or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld of such assignment Tenant's liability under this Lease shall cease. As used herein, the term affiliate shall mean any proporation or other corporate affiliate of the general partner of Tenant or to another partnership having Tenant or a parties as a general or limited partner (each party hereinafter referred to individually as a "Permitted Assignee"), or Assignee to any other Permitted Assignee.

11: Defaults

11.1 <u>By Tenant</u>. In the event of default under this Lease by Tenant, Landlord shall be entitled to remed this Lease and as shall then be provided by Law except that Landlord shall not be entitled to distrain any personal fixtures) on the Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, La Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the

cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after re within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default and terminate this Lease, Landlord may do so effective three (3) months following Tenant's receipt of written notice to thowever, that Tenant shall pay 110% of the then current monthly rental during the six (6) month period. The parties ack purpose of the six (6) month period is to provide the Tenant sufficient lead time to obtain an alternate acceptable site.

11.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, Tenant shall be er provided under this Lease and as shall then be provided by Law; and provided that prior to, and as a condition precedent any remedy, Tenant shall give to Landlord written notice of default to Landlord and the nature of the default and Landlor (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. It cure a default and Tenant elects to terminate this Lease. Tenant may do so effective three (3) months following Tenant's notice to terminate provided, however, that in any instance that Landlord's default shall have resulted in Tenant's loss approval required to conduct its broadcast operations at the Property, Tenant may terminate this Lease effective as of the or subsequent thirty day cure period specified above.

12: Condemnation

Intentionally deleted.

13: Casualty

In the event the Property is destroyed or damaged in whole or in part by casualty during the term of this Lease not repaired and restored within ninety (90) days from the date of casualty, then, at Tenant's option (exercised by notice Lease may be terminated as of the date of the event and no further rent (other than accrued but unpaid rent) shall Termination Section or any other Section of this Lease.

14: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peahold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference be other person, and Landlord shall perform all of its obligations under this Lease.

15: Subordination, Non-Disturbance and Attornment

- 15.1 Existing Encumbrances. Tenant recognizes that Landlord has delivered to Tenant document demonstrate that any interest in the Leased Property held by the County of Oakland, State of Michigan, was reverted Landlord's incorporation. Landlord shall deliver to Tenant executed originals of non-disturbance and attornment agree in form satisfactory to Tenant, in Tenant's reasonable discretion, from any other existing mortgage holder or other party in the Leased Property, other than County of Oakland, State of Michigan, which may take precedence over Tenant's int Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement, within thirty execution of this Lease, shall entitle Tenant, at Tenant's option, to terminate this Lease at any time thereafter and to obtain any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other at Lease until Landlord delivers the executed non-disturbance and attornment agreement.
- 15.2 <u>Subsequent Financing</u>. Tenant shall enter into recordable subordination, non-disturbance and attorwith the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of agreements are in form satisfactory to Tenant.

15.3 No Franchise Fee. The Landlord shall at no time, during this Agreement or any extens charge or be entitled to any franchise fee of any kind to Tenant, or any other fee, tax. surcharge, cost, obligation or de other than any payments set forth herein, provided the facilities subject to the Lease are utilized only for rac communication technologies and services.

16: Termination

- 16.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's necessary zoning and/or governmental approvals for the uses of the Premises specified, or (ii) Tenant's having obtainers shows building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.
- 16.2 Removal of Equipment. Upon the expiration of this Lease, or the earlier termination and cancellation any reason. Tenant may remove all of its improvements, antennae, antennae structure, equipment enclosure, other perfixtures, including but not limited to transmitting and receiving equipment, transmitting and receiving antennae and transmitting. Tenant shall remove the antenna structure foundation to one foot below ground level. All such removals shall ninety (90) days after the effective date of expiration or other termination. Tenant shall pay Landlord the then currend advance for each thirty (30) day period, or a portion thereof (to a maximum of three (3) payments), Tenant requirements as requested.

17: Cooperation

Landlord agrees to cooperate with Tenant in any effort by Tenant to secure any governmental permits no Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant of this Lease Landlord shall take no action which adversely affects the uses permitted on the Property.

18: Lease Construction

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provare legally unenforceable, the other provisions shall remain in effect.

19: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease m orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until Landlord and Tenant.

20: Successors; Separability

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

21: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termina in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address (or any other address within the United States that the party to be notified may have designated to the sender by

22: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) days' prior written request by the oth requesting party a statement in writing certifying that his Lease is unmodified and in full force and effect (or, if more modified and setting forth the modifications and the dates of the modifications), the dates to which rent and other charge and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in p agreement contained in this Lease, and, if so, specifying each default and whether there are any counterclaims.

23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenan Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memoran parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance

Time is of the essence in this Lease.

25: Broadcast Interference

- 25.1 <u>Definition</u>. As used in this Lease, "interference" with a broadcasting activity means:
 - (A) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
 - (B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.
- 25.2 <u>Removal.</u> Tenant shall take reasonable actions to prevent and properly remove any interferent activities of Landlord or other tenants of Landlord caused by Tenant's use of the Property. Landlord shall take reaprevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlessees, licensees, invitees, or agents.
- 25.3 <u>Subsequent Tenants.</u> Subsequent Tenant's towers shall be located no less than 500 feet from Tenant's broadcast activities shall always take precedence over the broadcast activities of any Subsequent Tenant. If Subsequent Tenant shall immediately cease broadcast activities are interfering with Tenant's broadcast activities, Subsequent Tenant shall immediately cease broadcast activities are interference has been removed to the satisfaction of Tenant.

Tenant will make all reasonable efforts to cooperate with, and will negotiate in good faith with, any subseque by Landlord for like broadcast operations at the same location. It is understood and agreed that (1) Tenant does not war constructed by it is structurally capable of supporting the equipment of a subsequent tenant; (2) Tenant shall at all times its equipment at one hundred (100) feet elevation on any tower constructed on the Leased Property, unless otherwise agrany equipment of a subsequent tenant shall not be placed within twenty (20) vertical feet of Tenant's equipment associated with constructing a replacement tower, including all costs associated with placement of Tenant's equipment be the full responsibility of the subsequent tenant, and Landlord agrees that it will require the recognition of, and ac provision by any subsequent tenant as part of their lease.

26: Environmental Matters

- 26.1 <u>Definition</u>. For purposes of this Lease, "Hazardous Material: includes any hazardous, toxic or substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous we material as now or at any time hereafter in effect.
- 26.2 No Hazardous Material. Neither the Landlord nor, to the best knowledge of Landlord, any other caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Property or a any other real property legally or beneficially owned (or any interest the beneficial interest in which is owned), in whole Landlord, and neither the Property, any part thereof nor any other real property legally or beneficially owned (or any which is owned) by the Landlord (including, without limitation, any property owned by a land trust the beneficial ir owned, in whole or in part, by the Landlord) has ever been used (whether by the Landlord or, to the best knowledge of any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.
- **Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless fro and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, spillage, discharge, emission, discharging, or release from the Property or into or upon any land, the atmosphere, or any of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, claims asserted or arising under the Comprehensive Environmental Response. Compensation and Liability Act a "Superfund" or "Superlien" law, Michigan Act 307, or any other federal, state or local statute, law, ordinance, code, rule or decree regulating, relating to or imposing liability or standards on conduct concerning any Hazardous Material) control of Tenant.
- 26.4 <u>Landlord's Indemnity</u>. Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, claims asserted or arising under the Comprehensive Environmental Response. Compensation and Liability Act a "Superfund" or "Superlien" law, Michigan Act 307 or any other federal, state or local statute, law, ordinance, code, rule or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material)cause of the Landlord.
- 26.5 <u>Survival.</u> The provisions of and undertakings and indemnifications set out in this Section shall surv of this Lease.

27: Arbitration

Any disputes arising under, out of or in connection with, or in any manner related to, this Agreement we arbitration, to be conducted in Lathrup Village, Michigan, in accordance with the rules and procedures of the An Association, as amended from time to time.

The arbitration panel shall consist of three (3) arbitrators (the "Panel"). Each of the parties to this Agreement arbitrator and the two (2) arbitrators will select a third. A vote by two (2) of the three (3) arbitrators will constitute a dec

DET-RN

The Panel will have the power and authority to make such decisions and monetary awards as it deems appropriating damages and costs (including fees and expenses of the Panel and counsel) to the prevailing party, except that have the authority to award punitive damages, to grand equitable relief, or to alter or modify any of the provisions of arising at its decisions, the Panel will be free to consider all such matters, facts and principles as the Panel, in its sidetermine relevant to the dispute.

Any decision and award of the Panel will be final, binding and conclusive upon all the parties, and said decis be entered as a final judgment of any court of competent jurisdiction. It is expressly agreed that arbitration as p Agreement will be the exclusive means for determination of all matters as provided above, and none of the parties will or proceeding in any court of law or equity, state, federal or international, other than respecting enforcement of the P this provision. The foregoing sentence will be a bona fide defense in any action or proceeding contrary to this provision

The arbitration procedures, including without limitation, determinations as to which items, if any, can arbitration, will be determined in accordance with the laws of the State of Michigan, without giving effect to the principle of Michigan.

AGREED as of the later of the two dates below:

By: 1 1

LANDLORD

The City of Lathrup Village

TENANT

Detroit SMSA Limited Partnership, a partnership, by its sole general partner, Amer Service of Detroit, Inc., a Pelaware corporati

Robert J. Leger
Director-Network Design

WITNESSED

By: JULY ALLES HOUSE

By: Amber Aduson Print Name: AMBER JOHNSON

Date: 3/2/98

LANDLORD'S ACKNOWLEDGMENT

STATE	OF MICHIGAN)
) ss
COUN	TY OF OAKLAND)
Fran	I, THE UNDERSIGNED, a Notary Public in and for the County, in the State aforesaid, DO HERE As M. Brock Jr. is personally known to me to be the Mayor
the sam he/she s	of Lathrup Village, a municipality and body politic organized under the laws of the State of Me person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed, sealed and delivered the instrument as his/her free and voluntary act on behalf of such corporation, for the set forth.
Giv en u	under my hand and official seal, this 3 day of Silver, 1998.
Votary	Affe Hotelic
Cellon	County, Michigan
My Co	mmission Expires: <u>05/04/300</u> 0

EXHIBITS

TO

GROUND LEASE AGREEMENT

TABLE OF EXHIBITS:

Exhibit A - Legal Description of Property

Exhibit B - Sketch of the Property

Exhibit C - Site Plan

LEGAL DESCRIPTION OF LEASED PROPERTY AND EASEMENTS

LEGAL DESCRIPTION PARCEL "A"

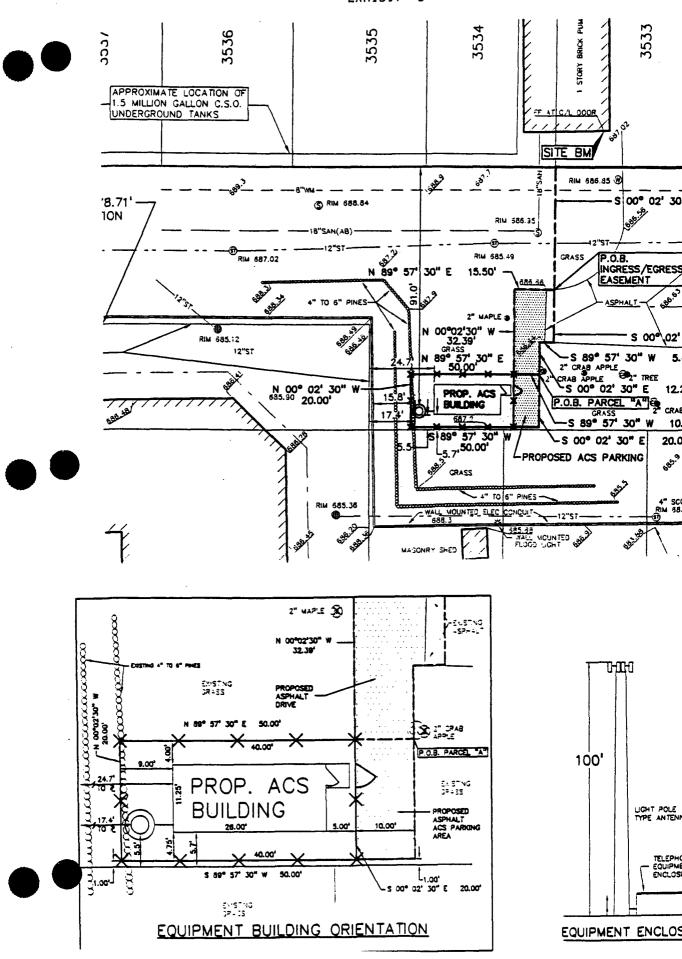
Part of Sunnybrook Avenue of "Louise Lathrup's California Bungalow Sub. No. 6" of par Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan 41, Page 32 Oakland County Records); commencing at the Southwest corner of Lot 35 S 00°02′30" W, 66.74 feet; thence S 89°57′30" W, 5.48 feet; thence S 00°02′30" E, 12.27 feet to the Point of Beginning: Thence continuing S 00°02′30" E, 20.00 feet; thence N 89°57′30" E, 50.00 feet; thence N 00°02′30" W, 20.00 feet; thence N 89°57′30" E, 50.00 feet to the Point of Beginning, containing 1,000.0 square feet or 0.023 acres an easements and restrictions of record.

LEGAL DESCRIPTION INGRESS/EGRESS EASEMENT

An ingress/Egress Easement over part of Sunnybrook Avenue of "Louise Lathrup's Calife Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lat Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), commen at the Southwest corner of Lot 3533; thence S 00°02'30" W, 46.61 feet to the Point Beginning: Thence continuing S 00°02'30" W, 20.13 feet; thence S 89°57'30" W, 5.48 feet; thence S 00°02'30" E, 12.27 feet; thence S 89°57'30" W, 10.00 feet; thence N 00°02'30" W, 32.39 feet; thence N 89°57'30" E, 15.50 feet to the Point of Beginnin

LEGAL DESCRIPTION PUBLIC UTILITIES EASEMENT

A Public Utilities Easement over part of Lot 3534 of "Louise Lathrup's California Bunga Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Villag Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), described as the 10 feet of the West 16 feet of the South 68 feet of said Lot 3534.



LEASE AGREEMENT

EXHIBIT C

SITE PLAN

City of Lathrup Village



27400 SOUTHFIELD ROAD • LATHRUP VILLAGE, MICHIGAN 48076 • (248) 557-2600

February 12, 1998

Jeffrey Bremer city Administrator City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076

Re: Revised Ameritech Site Plan

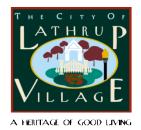
Dear Mr. Bremer:

I have reviewed the revised proposed site plan for the Ameritech Tower as requested and fire that it compilies with Ordinance #97-326 requirements.

Sincerely,

Arthur Salatka Building Official

City of Lathrup Village



Dr. Sheryl L. Mitchell Theriot City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council MembersFR: Sheryl Mitchell Theriot, City Administrator

DA: October 4, 2021

RE: Discussion Cannabis – Draft Application and Scoring Criteria

City Council requested further discussion on the application and scoring process for the implementation of the cannabis ordinances. Attached is a draft copy of the application with scoring criteria and points for your review and comment.

The Security Plan section includes the suggestion received of the applicant being required to present a documented training program for all management and employees of each facility.

Currently, most items are assigned 1 pt. for the sake of ease, but additional feedback is needed. Also, it is anticipated that the Community Benefits section might change based on the results of the Community Benefits survey (https://www.surveymonkey.com/r/VS79BKZ). So far, the feedback is centered on improving the playgrounds and police facilities.

Would appreciate guidance from City Council, particularly on language highlighted in green, including:

- Items identified for scoring
- the associated point values
- Are any there any items that should be added (ex. Traffic improvement study, if volume or site warrants)

Rough draft of distribution of applications points:

SECTION	POINTS
Community Health & Education	2
Business Plan (Co-Located Cannabis Business)	9
Community Benefits	27
Security Plan	4
Building & Site Improvements	53
TOTAL AVAILABLE POINTS	95

Contents

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Application Instructions

Pursuant to the license application standards detailed in Section 18-285, the City of Lathrup Village has developed the following application packet for individuals/organizations interested in establishing a cannabis facility in the city. Efforts have been made to provide clear and concise expectations to help applicants prepare their submissions. Each section has its own checklist to help applicants remain organized.

To ensure a successful application, please note the following:

- Required information shall be provide in the order in which it is listed on the application. In some cases, this may result in providing duplicate information; however, this will ensure applications are found to meet all criteria.
- Applications will not be reviewed until the 30-day application period has closed
- Applicants will not be allowed to provide missing information after the application is submitted.
- Applications submitted after the 30-day application period will not be reviewed.
- If the applicant does not have a prequalification from the state, the application will not be processed by the city.
- Incomplete applications will not be reviewed

Scoring Criteria

Care was taken to develop an objective application process and balanced scoring criteria which does not unduly favor any applicant over another. All complete applications are eligible to receive points. Criteria with points associated are denoted in green, (points noted). To be considered for a license, applicants must achieve 85% of the available points. It is up to applicants to best determine how their points are achieved. Applicants should be familiar with the city's Comprehensive Plan & Implementation Strategies, as well as the city's Capital Improvement Plan.

Points are available in the following sections:

SECTION	POINTS
Community Health & Education	2
Business Plan (Co-Located Cannabis Business)	9
Community Benefits	27
Security Plan	4
Building & Site Improvements	53
TOTAL AVAILABLE POINTS	95

Required Submittal Information

All submittals must include the following:

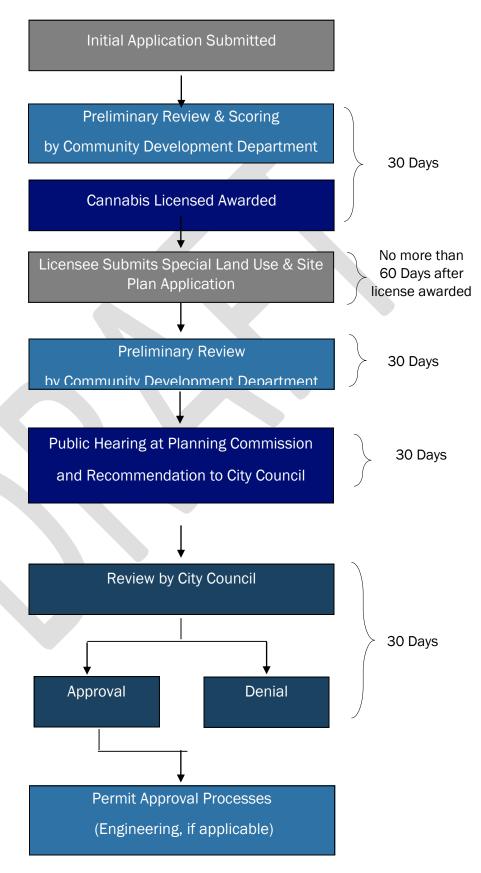
- One (1) Hard Copies Cannabis Facility Applications
- One (1) Hard Copies Cannabis Facility Checklist and all required attachments
- Electronic file of complete application packet
- Application Fees (\$5,000 per application)

Questions

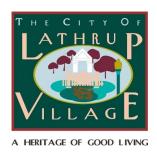
The city's website (www.lathrupvillage.org/cannabis) has the most up-to-date information related to Cannabis Facilities in the City of Lathrup Village. Applicants are encouraged to review the information available online prior to contacting the city. All questions regarding the Cannabis Facility Application and ordinances may be directed to Community & Economic Development Director at sstee@lathrupvillage.org.



Process & Timeline



2021 09 30 v5



City of Lathrup Village 27400 Southfield Road Lathrup Village, MI 48076 248-557-2600

www.lathrupvillage.org

Cannabis Facility Application

	mact & 1 1	operty into	mation				
Project Location							
Proposed Busines	ss Name:						
Subject Property	Address:						
Subject Property	Parcel Number	r:					
Facility Type:							
Primary Point	of Contact l	Information					
Name:							
Address:				State:		Zip Code:	
Phone Number:				Cell:			
Email Address:							
Date of Birth:			Interest in Property:				
Driver's License/State ID:					•		
Emergency Contact Name:							
Emergency Contact Number:							

Stakeholder C	ontact Infor	mation			
Name:					
Address:				State:	Zip Code:
Phone Number:				Cell:	
Email Address:					
Date of Birth:			Interest in Property:		
Driver's License/S	State ID:				
Emergency Conta	ict Name:				
Emergency Conta	ct Number:				
Stakeholder Contact Information					
Name:					
Address:				State:	Zip Code:
Phone Number:				Cell:	
Email Address:					
Date of Birth:			Interest in Property:		
Driver's License/State ID:					
Emergency Conta	ct Name:				
Emergency Conta					

For a privately held corporation, list all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of ten percent or less, and their spouses.

For a partnership or limited liability partnership, list all partners and their spouses; all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of ten percent or less and who does not exercise control over or participate in the management of the partnership, and their spouses.

For a limited liability company, list all members and managers, not including a member holding direct or indirect ownership interest of ten percent or less and who does not exercise control over or participate in the management of the company, and their spouses;

Section 2: Pro	perty Owner	rship Information			
Property Owner In	formation				
Name:					
Address:			State:		Zip Code:
Phone Number:			Cell:		
Email Address:					
Signatures &					
information, knowled processing this application conducted as representative been materially. By signing below, I/w ascertain whether the substances. By signing below, I/w dispensing, testing, sarrules, and regulations	lge, and belief. I und cation and agree that ented and may be vous faults or misleading e authorize the City e applicant and stake e acknowledge and afety compliance, tray, and that the appropriations and that the appropriations are the same afety that the appropriations are the same are th	estly and fairly describe the natural lerstand that City Officials and that any resulting decisions or approvided or modified in the event any series of Lathrup Village Police Depart eholders have any convictions in understand that all matters related ansporting, distribution, and use event and penalties associated rements and penalties associated.	ne City Cou ovals may by such repr ment to pe volving dis red to cann are curren	uncil will re be condition esentation erform a cri shonesty, the abis, growintly subject not exonera	ly upon my representations in ned upon the use being may later be determined to iminal background check to neft, fraud, or controlled ng, cultivation, possession, to state and federal laws,
Applicant's Printe	ed Name				
Applicant's Signat	ture				
Date:					
Property Owner's	Printed Name				
Property Owner's	s Signature				

Date:	



Section 1 Checklist: Contact & Property Information

For all applicants

	Resume that includes any prior experience with a cannabis business, for the primary point of contact and/or for each stakeholder
	Photocopy of a valid Driver's License or State Identification card for the primary point of contact and/or for each stakeholder
	The name, date of birth, address, copy of photo identification, and email address for any operator or employee if other than the applicant
If the a	applicant is not an individual
	Articles of incorporation or organization
	Internal Revenue Service SS-4 EIN confirmation letter
	Operating agreement or bylaws of the applicant, if a limited liability company or corporation
Sect	ion 2 Checklist: Ownership of Property and/or Business

Se

☐ Proof of ownership of the premises wherein the cannabis business will be operated OR

written consent from the property owner to use the premises for a cannabis business requiring licensure under this article, and a copy of any lease agreement
An affirmation that neither the applicant nor any stakeholder is in default to the city and that the applicant or stakeholder has not failed to pay any past-due property taxes, special assessments, fines, fee or other financial obligation to the city
An affirmation whether the applicant or operator has ever had a City of Lathrup Village business license revoked or suspended, and if revoked or suspended, provide the reason for such revocation or suspension
A copy of the applicant's notice of current prequalification status issued by the Michigan Cannabis Regulatory Agency of LARA to operate a medical cannabis facility or adult-use cannabis establishment. Note: prequalification is only good for two (2) years.
This shall include a full and complete copy of the prequalification application materials, together with any and all supporting documents and attachments, that were submitted to

- the State of Michigan, Department of Licensing and Regulatory Affairs, Bureau of Marihuana Regulation, Medical Marihuana Facilities, in the application for an entity/individual prequalification application packet under the MMFLA and the administrative rules ☐ Proof of insurance covering the business and naming the City of Lathrup, its elected and
- appointed officials, employees, and agents, as additional insured parties, primary and noncontributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- At least \$2,000,000.00 for property damage;
- At least \$2,000,000.00 for injury to one person; and
- At least \$2,000,000.00 for injury to two or more person resulting from the same occurrence. The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the city shall be notified by the insurance carrier 30 days in advance of any cancellation or reduction in coverages.

Section 3: Community Health & Education

Maintaining the health and well-being of Lathrup Village residents and visitors is essential. With respect to any cannabis retail establishment, provide the following:

Ц	for by the applicant and made available for the public
	Description of the training and education that the applicant will provide to employees of the cannabis business
	An estimate of the number and type of jobs that the cannabis business is expected to create
	Compensation expected to be paid for such jobs
	Projected annual budget and revenue of the cannabis business
	Description of the community outreach/education plans and strategies that are beyond what is required, if any (2pts)
Sect	ion 4: Business Plan
consid	iled business plan is a key predictor of future success. To ensure that Lathrup Village is ering high-quality candidates, applicants must provide a business plan. Additional points e earned for business plans that include the following elements:
	Financial structure and financing of the proposed cannabis business (1 pt.)
	Financial balance sheets and cash flow projections (1 pt.)
	Short and long-term goals and objectives (1 pt.)
	Plan outlining what supply chains will be used to provide product for the cannabis business, accompanied by any tentative supply agreements with state certified suppliers. (1 pts.)
	A proposed recordkeeping plan that will track payment method, amount of payment, time of sale, product quantity, and other product descriptors (1 pts.)
	Marketing strategy & methodology (1 pt.)

- ☐ Types of products proposed (1 pt.)
- ☐ Competitor Analysis (1 pt.)
- ☐ Sales structure delivery, in-person, concierge (1 pt.)

For co-located cannabis business

- ☐ An explanation of the integration of such businesses
- ☐ Floorplan, to scale, showing the relationship between the businesses being co-located, including floor area and the separation provided between such facilities, including identification of any points of entry, ingress or egress, and controls at each location



Section 5: Community Benefits

Cannabis facilities locating in the city are expected to provide tangible community benefits that improve the quality of life for those who live, work, and/or play in Lathrup Village. The scoring criteria is described below.

A plan identifies at least one local charitable organization (501 c3) that will benefit from the business operation in the city. A summary of the charitable organization's impact in the City of Lathrup Village shall be included. (1 pt.)
The business will contribute annually to the city's capital improvement fund (1 pt.)
At least 25% of the business is minority and/or women-owned – provide certification from the state of Michigan (1 pt.)
At least 25% of the business owners have a primary residence in Lathrup Village (provide property tax record that shows good standing) (1 pt.)
At least 25% of the employees of the facility will have a primary residence in Lathrup Village. (1 pt.)
The average wages for employees, excluding management, is 50% higher than the State of Michigan minimum wage. (1 pt.)
Mixed-Use Parking Structure (a la Ferndale DOT) disassociated from building (20 pts)
Other Community Benefits not listed (1 pts per)

Section 6: Security Plan

A security plan shall address security measures related to the transportation and disposal of product and employee and customer safety. Video surveillance is required, and the camera system shall be equipped with software allowing local authorities to login securely to cameras remotely.

The Lathrup Village Police Department shall review the security plan prior to acceptance of the application.

Section 6 Checklist: Security Plan

At a minimum, the security plan shall address the following:

All cannabis waste shall be disposed of in a manner consistent with federal, state, and local laws so that the cannabis waste is destroyed properly and rendered unusable. All waste containers must be maintained within the secure facility and must be equipped with locks and tamper resistant seals until they are removed by an authorized waste disposal company.
To the extent applicable, the security plan should include additional strategies for onsite protection from power outages, fire, chemical spills, and address other applicable issues such as storage, access control, credentialing, security officers, cameras, alarms, and internal theft
The plan shall address surveillance methods, access control strategies, territorial reinforcement, maintenance, and target hardening; including the experience of customers, employees, and neighbors (residents, offices, businesses, etc.).
An explanation of how the video surveillance system will be operated, including who is responsible for monitoring the video footage and storing any video recordings.
A diagram showing where all cameras are located and assigning a number to each camera for identification purposes. The diagram shall be to scale and shall be correlated with a camera index for all assigned cameras. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the licensed premises and allows for the clear and certain identification of any person and activities in all areas required to be recorded. Cameras must be placed in all rooms with exterior windows, exterior walls, and roof hatches. Entrances and exits to the premises or site shall be recorded from both indoor and outdoor vantage points. Recording distance/range of each camera should be identified on the site plan.
Areas where cannabis products are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises shall be recorded, as well as limited-access areas, security room(s) and area storing the surveillance system storage device.
Licensed retailers shall record point-of-sale areas and areas where cannabis products are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or

selling cannabis products, or any person in the retail area, with enough clarity to determine identity.

- ☐ Provide training program for all management and employees of each facility for the following common adverse situations:
 - Armed Robbery Procedures (1 pt.)
 - Diversion Training to identify and report suspected theft (1 pt.)
 - Active Shooter/Workplace Violence Training (1 pt.)
 - Fire Emergency Procedures (1 pt.)



Section 7: Building & Site Improvements

The city anticipates the implementation of building & site improvements for proposed cannabis facilities. Applicants shall consult the city's newly adopted Comprehensive Master Plan and zoning ordinance when developing plans.

Additional Site Improvements Point Scale

0 pts - no improvements

2 pts - energy efficiency & wastewater recycling improvements

5 pts - improvements less than 50% of the taxable value within 12 months

5 pts - per low impact design feature

20 pts - improvements that provides additional/shared parking for surrounding businesses

15 points – new construction or substantially new construction (over 50% of taxable value) within 12 months

Section 7: Checklist Building & Site Improvements

- Dimensioned floor plan prepared and sealed by a licensed engineer or architect (1 pt.)
- ☐ Scaled diagram illustrating the property upon which the cannabis business will be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible.
 - Dimensioned survey prepared and sealed by a licensed surveyor or engineer that includes all site improvements, including building dimensions, setbacks, parking spaces and landscaped areas. (1 pt.)
 - Illustrations of existing conditions & proposed improvements (1 pt.)
 - Any proposed elevation drawings, and photographs or other depiction of materials to be visible on the exterior of the proposed cannabis business. (1pt)
- ☐ Elevation renderings that illustrate changes to the façade of the building, including signage
 - Site plan renderings that illustrate other changes to the site, including landscaping, parking improvements and lighting (1 pt.)
- ☐ Evidence of how the proposed project results in site improvements that are consistent with the city's Comprehensive Plan.
- ☐ List of planned building improvements

Estimated cost of projects	
Timeline of improvements	
Current Taxable Value of the proposed location	
Scaled location area map containing all schools, childcare centers, publicly owned parks or playgrounds, temporary emergency shelters, Substance Use Disorder Programs, Residential Districts, and any marihuana facilities within one-thousand (1,000) feet of the proposed location;	
 Distance from the above is provided property line to property line and prepared and sealed by a licensed surveyor or engineer based on currently available public data. (1 pt.) 	
A sanitation plan designed to protect against any cannabis being ingested on the premises by any person or animal. At a minimum, the sanitation plan must address the following:	;
 Indicate how the waste and byproduct will be stored and disposed 	
 Indicate how any cannabis will be rendered unusable upon disposal 	
 Describes how and how frequently waste will be removed 	
 Describes what materials can be recycled and how recycling will be managed 	
An odor control plan designed to protect against any odors related to the cannabis facility being emitted beyond the premises. It will describe how air filtration will control odors within the building and on the premises.	,
A utility plan designed to encourage energy efficiency and wastewater recycling. It will describe how the facility will efficiently use energy and water. (1 pt.)	
Building improvements include energy efficient and water recycling. (2 pts. per)	
Building improvements include other low impact development techniques such as green roof, solar panels, electric vehicle charging. (5 pts. per)	n