



AGENDA

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, March 24, 2025

7:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE VILLAGE COUNCIL: Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Presentations**
5. **Call to the Public**
6. **Approval of Agenda**

By order of the President/Chair, no matters will be discussed after 10:30 p.m., unless council/board/commission votes to continue the meeting.

7. **Consent Agenda**

All items on the Consent Agenda are approved by one vote.

- A. Approval of Village Council Regular Meeting minutes of March 10, 2025.
- B. Receive and File of Parks & Recreation Advisory Committee Regular Meeting Minutes of October 1, 2024
- C. Receive and File of Board of Zoning Appeals Special Meeting Minutes of December 12, 2024
- D. Receive and File of Downtown Development Authority Board Regular Meeting Minutes of February 18, 2025

- E. Receive and File of Public Infrastructure Fund Ad-Hoc Committee Meeting Minutes of February 27, 2025
- F. Receive and File of Public Infrastructure Fund Ad-Hoc Committee DRAFT Meeting Minutes of March 13, 2025
- G. Approval of Special Event: Art and Flower Fair
- H. Receive and File of Invoice Distribution Report for March 25, 2025
- I. Acceptance of LOLA Donation for MSA Marine Training

8. Items Removed from the Consent Agenda

9. Public Hearings

10. Other Items

- A. Appointments to Board of Ethics
- B. Sidewalk Improvement Program District #1 – Preparation of Special Assessment Roll
- C. DDA Public Infrastructure Fund Calculations and Agreement
- D. Green’s Park Schedule and Fees and Boat Dock Fees
- E. Community Newsletter
- F. DIA Inside Out – Public Art Program
- G. Village Manager Performance Evaluation Process

11. Call to the Public

12. Council Comments

13. Village Manager Comments

14. Closed Session Items

15. Business From Closed Session

16. Adjournment

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Approval of Village Council Regular Meeting Minutes of March 10, 2025

RECOMMENDED MOTION: To approve the March 10, 2025 Village Council Regular Meeting Minutes, as presented.



MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, March 10, 2025

7:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The March 10, 2025, Village Council Regular meeting was called to order at 7:30 PM by President Rutt.

PRESENT

President Teresa Rutt

President Pro Tem Stan Ford

Council member Carl Cyrowski

Council member Michael Lamb

Council member George Dandalides

Council member Alex Comparoni Jr

ABSENT

Council member Nancy Moshier

STAFF PRESENT

Village Manager Darwin McClary

Police Chief Mark Amundson

DDA Executive Director Matthew Gibb

Clerk/Treasurer Sonja Stout

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

MOTION made by President Rutt, Seconded by Council member Dandalides to excuse Council member Moshier from the March 10, 2025, Village Council Regular Meeting.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

4. Presentations

None.

5. Call to the Public

Linda Crane suggested exploring heated sidewalk technology as part of the bidding process for the sidewalk improvement project. She reviewed various communities that have implemented heated sidewalks and highlighted their benefits.

Matt Gibb provided an update on the lumberyard, discussed the shared St. Patrick's Day event with Oxford, and mentioned the \$60,000 grant application he and the police chief submitted, with a decision expected by April 1st. He also reviewed the accreditation process and noted that the DDA is being recognized for 18 years of service.

Donald Kindred expressed concerns about water flowing beneath local properties.

6. Approval of Agenda

MOTION made by Council member Cyrowski, Seconded by Council member Lamb to approve the March 10, 2025 Village Council Regular Meeting Agenda, as presented.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

7. Consent Agenda

All items on the Consent Agenda are approved by one vote.

MOTION made by Council member Dandalides, Seconded by Council member Lamb to approve the consent agenda with the removal of items C. Request from Council Member Dandalides to extend Duties and Term of DDA public infrastructure fund committee to formulate proposed Village-DDA services agreement, D. Receive and File Financial Statements- February 2025 and E. Receive and File of Invoice Distribution report for March 11, 2025, for further discussion.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

A. Approval of Village Council Regular Meeting Minutes of February 24, 2025

MOTION made by Council member Dandalides, Seconded by Council member Lamb to approve the February 24, 2025 Village Council Regular Meeting Minutes, as presented.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

B. Approval of Special Event: Memorial Day Services and Parade

MOTION made by Council member Dandalides, Seconded by Council member Lamb to adopt Resolution 2025-005 to approve the Memorial Day Services and Parade Special Event Application and the License Agreement between the Village of Lake Orion and Stephen Hauxwell of the American Legion Squadron #233 for the use of various Village properties on May 26, 2025, and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

C. Request from Council Member Dandalides to Extend Duties and Term of DDA Public Infrastructure Fund Committee to Formulate Proposed Village-DDA Services Agreement

Removed for further discussion.

D. Receive and File Financial Statements- February 2025

Removed for further discussion.

E. Receive and File of Invoice Distribution Report for March 11, 2025

Removed for further discussion.

F. Receive and File February 2024 Police Department Activity Report

MOTION made by Council member Dandalides, Seconded by Council member Lamb to receive and file the February 2025 Police Department Activity Report.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

8. Items Removed from the Consent Agenda

C. Request from Council Member Dandalides to Extend Duties and Term of DDA Public Infrastructure Fund Committee to Formulate Proposed Village-DDA Services Agreement

Council Member Dandalides provided a brief overview of the joint Ad-Hoc meeting, emphasizing its collaborative and productive nature. He noted that the next meeting is scheduled for March 13, 2025, and explained the rationale for using the same sub-committee to finalize the pending DDA/Admin services agreement.

MOTION made by Council member Dandalides, Seconded by Council member Lamb to expand the scope of duties of the 2025 DDA Public Infrastructure Fund Committee, subject to approval

by the DDA Board of Directors, to include the review, formulation, and recommendation of a proposed Village-DDA Services Agreement for consideration by the Village Council; and to extend the term of the Committee from March 31, 2025, to April 15, 2025.

- VOTING YEA:** Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr
- VOTING NAY:** None
- ABSENT:** Moshier
- MOTION:** Carried

Pro Tem Ford asked about the Village’s current status regarding the agreements. Village Manager McClary summarized the past year’s process and stated that he has no concerns with the current proposal. Council Member Lamb agreed, expressing his alignment with the Village Manager’s perspective.

D. Receive and File Financial Statements- February 2025

Council Member Dandalides referenced page 56 of the packet, noting that the grants revenue line remains blank. He then asked Village Manager McClary if he had any concerns regarding recent news about grant funding. Village Manager McClary stated that there have been no indications from the EPA suggesting any reason for concern.

MOTION made by Council member Dandalides, Seconded by President Pro Tem Ford to receive and file the financial reports for February 2025.

- VOTING YEA:** Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr
- VOTING NAY:** None
- ABSENT:** Moshier
- MOTION:** Carried

Council Member Lamb inquired about the usage and procedures for department heads using the company credit card. Village Manager McClary reviewed the credit card policy, outlining the process for department heads and explaining the required documentation procedures.

E. Receive and File of Invoice Distribution Report for March 11, 2025

Council Member Dandalides inquired about the Alerus charges listed on the Invoice Distribution Report. Village Manager McClary explained that Alerus is a subsidiary of MERS and is available only to full-time employees across various departments. He clarified that only active employees receive this pension.

MOTION made by Council member Dandalides, Seconded by Council member Cyrowski to receive and file the bills in the amount of \$551,635.24 of which \$407,525.54 are DDA bills for a net total of \$144,109.70 and to receive and file the DDA bills.

- VOTING YEA:** Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr
- VOTING NAY:** None
- ABSENT:** Moshier
- MOTION:** Carried

9. Public Hearings

None.

10. Other Items

A. Amendment to Village Policy on Waiving Fees and Charges to Address Water and Sewer Billing Disputes

MOTION made by Council member Lamb, Seconded by Council member Dandalides to adopt the resolution as presented amending the Village's formal policy on the waiving of Village fees and charges for programs and services to address water and sewer billing disputes.

VOTING YEA: Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr

VOTING NAY: None

ABSENT: Moshier

MOTION: Carried

Council member Lamb and Council member Dandalides shared their support for this agenda item.

11. Call to the Public

Matt Gibb expressed his willingness to collaborate on the proposed extension of the sub-committee to help finalize the DDA-Administrative Services agreement. He suggested that the committee could assist in developing a plan for funding the police department's portion.

12. Council Comments

Council Member Lamb praised the productivity of the new council and its commitment to achieving goals. He expressed hope for significant changes in police funding and shared a personal story, thanking the police for their support.

Council Member Cyrowski suggested the Village consider quarterly mailings, referencing a past inquiry about Mail Tech Inc., which could send newsletters to 1,200 addresses for under \$300. He asked the Clerk to follow up and provided the details.

Council Member Comparoni, Jr. emphasized the importance of including lake residents in discussions, as meetings often focus on the Downtown District. He encouraged them to voice concerns for council consideration.

Council Member Dandalides supported extending the sub-committee for the DDA/Administrative Services agreement. He announced the Ad-Hoc subcommittee meeting on March 13, 2025, at 5:30 PM, aiming to finalize the Capital Improvement Infrastructure program discussions. He also noted a boater safety class on April 5, 2025, at the Township Library and shared information on boat shrink wrap recycling from *Orion Living*.

Pro Tem Ford reported that Paint Creek Trail signs will soon be installed to prevent bikes from damaging soft ground.

President Rutt echoed Ford’s concerns, advising caution on soft and icy surfaces and reminding residents to stay safe during St. Patrick’s Day events.

13. Village Manager Comments

Village Manager McClary provided updates on several key topics. He discussed upcoming goal-setting work sessions and the progress of the Ad-Hoc Public Infrastructure Fund Committee in calculating contributions to the DDA Public Infrastructure Fund. He noted that major advertisements for the Sidewalk Improvement Program have been released, with the project set for March 20, 2025, and the bid opening scheduled for 2:30 PM that day. Sidewalk connection improvements will be delayed until District 2 due to necessary engineering design work.

He also provided updates on the sanitary sewer pump station improvement project and the Orion Township Paint Creek storm drainage project. Additionally, he mentioned that the Board of Ethics currently has four members and that a special meeting is scheduled for March 24, 2025, at 6:30 PM. The council agreed to move the meeting to 6:00 PM.

MOTION made Council Member Dandalides, seconded by Council Member Comparoni, Jr. to change the Special Meeting time on March 24, 2025 from 6:30 pm to 6:00 pm.

- VOTING YEA:** Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr
- VOTING NAY:** None
- ABSENT:** Moshier
- MOTION:** Carried

14. Closed Session Items

15. Business From Closed Session

16. Adjournment

MOTION made by Council member Comparoni Jr, Seconded by Council member Lamb to adjourn the March 10, 2025 Village Council Regular Meeting.

- VOTING YEA:** Rutt, Ford, Cyrowski, Lamb, Dandalides, Comparoni Jr
- VOTING NAY:** None
- ABSENT:** Moshier
- MOTION:** Carried

The March 10, 2025, Village Council Regular Meeting adjourned at 8:33 PM.

Teresa Rutt
President

Sonja Stout
Village Clerk/Treasurer

Date Approved: as presented on March 24, 2025.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of Parks & Recreation Advisory Committee Regular Meeting Minutes of October 1, 2024

RECOMMENDED MOTION: To receive and file of Parks & Recreation Advisory Committee Regular Meeting Minutes of October 1, 2024, as presented.

Village of Lake Orion Parks and Recreation Advisory Committee
Regular Meeting: Tuesday, October 1, 2024, 6:30 p.m.

1. Call to Order by the Chairperson

The Tuesday, Oct. 1, 2024, Regular Meeting of the Village of Lake Orion Parks and Recreation Advisory Committee was called to order at Village Hall by Rosemary Ford at 6:45pm.

2. Roll Call and Determination of Quorum

Present: Chairperson: Rosemary Ford
Secretary: Cristy Garbacik
Member: Erin Crane
Absent: Council Member: Teresa Rutt
Vice Chairperson: Jody Hand
Vacancies: One
Also in attendance: DPW director Wes Sanchez

3. Approval of Minutes

Meeting Minutes – August 20, 2024

By Cristy Garbacik,

RESOLVED: That the regular minutes of the Aug. 20, 2024, meeting of the Parks & Recreation Advisory Committee be approved.

Seconded by Erin Crane and adopted: AYES: 3; NAYS: 0; ABSENT: 2.

4. Call to the Public

Michael Lamb, Village Council member, attended, however his intentions were unclear. Prior to the call to order, he asked if any of us were interested in hearing his political views. During the call to the public, he mentioned he attended because he has never been to a meeting. He said he would like to support us and give us more money. During the rest of the meeting, he interrupted multiple times and was asked to discontinue sharing his negative opinions about other members of village council. Also, he asked which parks were in the village and where they were located. He referred to Meek’s Park in a very derogatory way. He wanted to know what was on our budget, even though our minutes are submitted and approved by Village council each month.

5. Approval of Agenda

By Rosemary Ford,

RESOLVED: To approve the Agenda of the Tuesday, Oct. 1, 2024, Parks and Recreation Advisory Committee with the addition of 7d Ken Van Portfliet discussion on grants and run and 7e Approved contracts.

Seconded by Erin Crane and adopted AYES: 3; NAYS: 0; ABSENT: 2.

8.A Report – Atwater Basketball Court

Moved to an earlier time to allow Wes Sanchez to present.

A Sept. 21, 2024 proposal from Hutch Paving was presented for \$33,965.00. This includes traffic control, engineering of layout, asphalt removal, and a 4-inch thick (68x50) 3,400 square foot basketball court installed including two hoops and painted lines.

Based on a previous suggestion by DPW, Erin Crane received a quote on May 28, 2024 from Birmingham Seal for \$35,455.00 for a (50x50) 2,500 square foot basketball court.

Previous minutes Aug. 20, July 23, June 25, May 28, April 16, and Feb. 28, 2024.

6. Pending Business

A. Parks Maintenance.

An updated parks maintenance needs list is presented on a word document **which is attached and incorporated as part of these minutes.**

Wes acknowledged he will have a goal of placing a part- or full-time employee to maintain the 6 parks.

Added:

-Unger Park – Small slide pole moves on ground base.

Removed:

-Children's Park – Remove playground equipment Twist and cover. (by DPW)

-Children's Park – Benches to be placed on stone feet. (by DPW)

-Meek's Park – Weed garden (by Teresa Rutt and family)

-Unger and Swiss Village – New sign poles were repainted (by DPW)

B. Budget Review

An updated budget list is presented on an excel document **which is attached and incorporated as part of these minutes.**

7. New Business

A. Oakland County Grants

This item was tabled due to lack of time in the schedule and will be revisited at the next meeting. See April 16, 2024, minutes for previous information.

B. Supplemental Appropriation

Village Council approved our rollover request for supplemental appropriations of our current funds of \$2,757. This rollover places $2,757+5,000=\$7,757$ into Park's and Rec capital outlay funds.

C. Meeting Schedule 2025

By Cristy Garbacik

RESOLVED: To adopt the 2025 Regular Meeting Schedule for the Lake Orion Village Parks and Recreation Advisory Committee as Follows: 6:30pm on Feb. 25, March 25, April 22, May 27, June 24, July 22, Aug. 26, Sept. 23, and Oct. 28, 2025.

BE IT FURTHER RESOLVED: To direct the Village Clerk to post the Public Notice of the Regular Meeting Schedule in accordance with Section 5(2) of the Michigan Open Meetings Act.

Seconded by Erin Crane and adopted: AYES: 3; NAYS: 0; ABSENT: 2.

D. Ken Van Portfliet discussion on grants and run

1. Suggested researching Otillo Swimrun held at Mackinac Island. Possibly a Green's Park event.
2. Tower in the Village is not currently being used. Suggested using it for camera services, Wi-Fi, and/or Internet services.
3. Suggested researching DNR Fisheries Habitat Grant Program for the Paint Creek through Green's and Meek's Park.
4. Suggested researching Michigan Invasive Species Program (MISGP) Grant Funds. This Cisma Oakland program is designed to control plants like Japanese Knotweed.
5. Cristy Garbacik mentioned the vending machine for sale outside Snug Harbor, Ken offered to donate it to Green's Park.

E. Approved Contracts

Rosemary Ford shared that contracts with Orion Tours and Pedal Boat Pub were approved at the September 23 Village Council meeting.

8. Reports

A. Atwater basketball court

(see above)

B. Paint Creek Bank Stabilizing Options

No updates were available.

Previous minutes Aug. 20, 2024, May 28, 2024, April 16, 2024, Oct. 24, 2023, and Sept. 26, 2023.

C. Green's Park Docks

Green's Park docks were not completed due to incorrect materials purchased by DPW. Cristy Garbacik expressed her frustration with DPW. She previously contacted John Jones from Walk on Water to complete the project of leveling docks, installing dock cleats, and capping dock poles. John confirmed he would complete the job as quoted below with materials purchased by DPW. The DPW confirmed the materials purchased matched the materials requested. Upon arriving, John stated the materials were different and he was uncomfortable installing them due to future damage to the docks.

Previously, August 20, 2024, Wes approved the motion below and informed us the money could come from a different account in Park and recreation vs. capital outlay. Cristy volunteered to contact John Jones and set up the project.

Previously, July 23, 2024, A motion was made to receive a quote and hire John Jones from Walk on Water to install the cleats, bolts, and nuts (previously purchased by DPW). Insert poles caps (in DPW possession). Level the dock. As well as, purchase and install 12 pole bumpers (piling fenders).

Previously, Wes reported he purchased cleats, caps, and bumpers. These would be installed next.

In May Cristy Garbacik contacted John Jones from Walk on Water, the company who installed the new docks at Green's Park. He met her at the docks to discuss cleats. Cristy took notes, pictures, and videos of the explanation and materials. There are 3 docks with 4 cleats needed on each, equaling 12 cleats needed. Suggested 8 inch Mxeol Marine Stainless cleats (can be purchased on Amazon). Stainless steel bolts 3 inches and nylon nuts equaling 24 bolts and 24 nuts (can be purchased at Ace Hardware). Additionally, John mentioned he originally offered to attach cleats when installing the docks, he again offered when approached last summer, and offered again to install for \$200 if we purchase materials. All information was sent to Wes and Jose. John also noticed the dock closest to the park was dipping towards the water and was not even. He explained how to adjust the clamp. Additionally, 4 pole covers are missing. Wes mentioned he has the 2-inch black plastic caps to place on top of the dock poles.

D. Event Collection (Dragon on the Lake)

Dragon on the Lake was billed \$500/day for 3 days for the use of Green's Park. Per Darwin, we are continuing to wait for payment from the Orion Art Center.

F. Year-to-date Revenue Report

Revenue report from 1-1-24 to 9-30-24 has a total of \$14,110.00 with revenue from park passes, Tour on Orion, and Pedal Boat.

This money is placed in the general Parks and Recreation Fund with the use at the discretion of the Manager and Director. Money available for the Park's and Recreation Committee is \$5,000/year.

9. Items to Be Placed on Next Agenda

- Pending Business
 - Parks Maintenance
 - Budget Review
- New Business
 - Oakland County Grants
- Reports
 - Atwater basketball court
 - Paint Creek Bank Stabilization
 - Green’s Park Docks
 - Event collection (Dragon on Lake)

10. Date of Next Meeting

Tuesday, Feb. 25, 2025, Village Hall. *Concluding meeting of the season and change in schedule*

11. Committee Member Comments

We would like to thank Jodi Hand for her time and ten-year commitment to the P&R committee! We would like to acknowledge her resignation and celebrate during the holidays.

Rosemary sent the Orion Review a picture of the Daisy Group and their beach mat at Green’s Park.

12. Adjournment

On a motion by Cristy Garbacik, seconded by Rosemary Ford, the Parks and Recreation Advisory Committee Meeting adjourned at 8:40pm.

Rosemary Ford, Chairperson
Date Approved: _____

Cristy Garbacik, Recording Secretary

**Village of Lake Orion Parks & Recreation Committee Budget
2024-2025 Possible Budget Items for Planning**

	Budget Item	Priority Level	Cost Estimate	Cost Actual	Notes	Voted & Agreed
1	Children's and Meek's Park - Bank Stabilization	High				
2	DPW Assigned daily maintenance employee on grounds	High	\$2,500	7-24 DDA seasonal helper \$18.25 hour x 8 hours=\$146/week x 20 weeks =\$2,920.	Motion and contact DDA	Yes 6-25-24 7-24 denied manager and DPW Director Sanchez
3	Atwater Park Basketball Court - 4"	High	\$6,000	5-28-24 Birmingham Seal \$30,733.00 (50x50 2,500sf) removal +\$4,700 9-21-24 Hutch Paving \$33,965.00 (68x50 3,400sf) and removal	DPW to look into cost 6-25-24	
4	Green's Park Pavilion at SW of basketball court	High				
5	Atwater Additional Swings	Medium	1200-1500			
6	Children's Additional Shade Sail(s) (1-3)	Medium	1200 each			
7	Green's Park Retaining Wall	Medium				
8	Children's Park Bridge	Medium				
9	Unger Park Basketball court	Medium		Birmingham Seal \$15,000.00 5-28-24 (quarter court)		

Lake Orion Village Parks Maintenance Items

Section 7, Item B.

Updated Per October 1, 2024, Meeting

Red =1st Priority, Orange =2nd Priority, Blue = 3rd Priority

All Parks

- 1 – Power wash and weed all parks monthly or as needed.

Children's Park

- 1 – Add woodchips next to the red slide by new spirilla – two have died.
- 1 – Playground equipment Twist is broken, needs to be raised – (Landscape Structures)
- 2 – Stones that create the walls are disintegrating.
- 3 – Picnic table multiple seats cracked (close to parking lot) – DPW to replace with wood

Meek's Park

- 1 – Bank stabilization needed! – eroding very close to sidewalk – Teresa/Darwin/grant – DPW/permit
- 2 – Attach sign to granite block – Wes DPW/Rose
- 2 – Adjust placement of new sign from Atwater to new pedestrian bridge.

Green's Park

- 1 - (5/26/15) East-West seawall is failing.
- 1 – Cleats, caps, bumpers need to be installed for new docks – Wes DPW repurchased and ready to install
- 1 – Repair and restore sprinklers to water lawn – (motion / DPW working on a quote)
- 1 – Verify locks for bathrooms – Teresa to check with Darwin
- 2 – Move Mobi beach mat to be placed on the north end of the beach (closer to the bathrooms).
- 2 – Sign for park with rules, directional map, passes required, & “for park users only” – dock time limit?
- 2 – Directional map at park entrance – Riva to create and share
- 2 – Installing security video cameras for docks and outside bathrooms (funded with boat passes)
- 3 – Remove small wooden and small concrete seawall inside beach on south side.

Swiss Village Park

- 3 – Border around playground.

Unger Park

- 1 – Japanese Knotweed needs to be removed.
- 3 – Small slide pole moves on ground base.

Atwater Park

- 1 – Basketball court needs to be replaced (Erin received quotes/Wes to requote/Rose contact Orion Twp)
- 2 – Concerns about the increase of dog waste in the baseball field (Ordinance Chapter 96.09)
- 3 – Paint top of main sign.
- 3 – Chairs crooked around tables.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of BZA Special Meeting Minutes of December 12, 2024

RECOMMENDED MOTION: To receive and file the BZA Special Meeting Minutes of December 12, 2024, as presented.



MINUTES

SPECIAL MEETING OF THE BOARD OF ZONING APPEALS

Thursday, December 12, 2024

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The Thursday, December 12, 2024 Special Meeting of the Lake Orion Board of Zoning Appeals was called to order by Chairperson Mathisen at 6:30 p.m.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Brad Mathisen

Vice Chairperson Raymond Putz

Secretary Brenton Bailo

Board Member Mary Chayka-Crawford

Board Member Henry Lorant

ABSENT

None

STAFF PRESENT

Village Planning and Zoning Coordinator Gage Belko

Recording Secretary Danielle Smith

3. Approval of Agenda

Board Member Chayka-Crawford moved, Board Member Lorant seconded, to approve the December 12, 2024 Special Meeting Agenda of the Board of Zoning Appeals, as presented.

AYES: Mathisen, Putz, Lorant, Chayka-Crawford, Bailo

NAYS: None

ABSENT: None

MOTION: Carried

4. First Hearing of the Public – Public Comment on Non – Agenda Items Only

None.

5. Approval of Minutes

A. Approval of BZA Minutes – October 3, 2024

Board Member Chayka-Crawford moved, Board Member Lorant seconded, to approve the October 3, 2024 regular meeting minutes of the Board of Zoning Appeals, as presented.

- AYES:** Mathisen, Putz, Lorant, Chayka-Crawford, Bailo
- NAYS:** None
- ABSENT:** None
- MOTION:** Carried

6. BZA Preface

There being no cases or amendments to the agenda, Chairperson Mathisen did not review the meeting procedures.

7. Public Hearing

None.

8. New Business

A. Adopt the 2025 Board of Zoning Appeals Meeting Schedule

Pursuant to the Open Meetings Act, public bodies are required to adopt and publish a schedule of their meetings prior to the start of each year. Currently the BZA meets on the first Thursday of each month at 6:30 p.m., unless otherwise designated in its meeting schedule.

Board Member Chayka-Crawford moved, Board Member Lorant seconded, to adopt the 2025 Board of Zoning Appeals meeting schedule.

- AYES:** Mathisen, Putz, Lorant, Chayka-Crawford, Bailo
- NAYS:** None
- ABSENT:** None
- MOTION:** Carried

9. Unfinished Business

None.

10. Second Hearing of the Public – Public Comment on Non-Agenda Items Only

None.

11. Board Member Comments

Board Member Lorant wished everyone a Merry Christmas and thanked everyone for their hard work. Board Members Chayka-Crawford and Bailo echoed Board Member Lorant’s sentiments.

Chairperson Mathisen thanked Planner Belko for the updated zoning ordinance and asked if there were any training sessions scheduled for next year. Planner Belko stated that no training sessions were currently scheduled, but he would be happy to take comments and/or recommendations.

Chairperson Mathisen inquired as to whether there were any cases scheduled to come before the board at next month’s meeting. Planner Belko said there may be, but the applicant would need to apply first.

Chairperson Mathisen wished everyone a Merry Christmas.

Board Member Putz stated that he thought the training last year was excellent.

12. Next Regular Meeting – January 9, 2025

13. Adjournment

Board Member Lorant moved, Chairperson Mathisen seconded, to adjourn the meeting at 6:36 p.m.

- AYES:** Mathisen, Putz, Lorant, Chayka-Crawford, Bailo
- NAYS:** None
- ABSENT:** None
- MOTION:** Carried

Dr. Brenton Bailo
Secretary

Sonja Stout
Village Clerk/Treasurer

Danielle Smith
Recording Secretary

Date Approved: March 6, 2025



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of DDA Regular Meeting Minutes of February 18, 2025

RECOMMENDED MOTION: To receive and file the DDA Regular Meeting Minutes of February 18, 2025, as presented.



MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, February 18, 2025

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The February 18, 2025 Downtown Development Authority Regular Meeting was called to order at 6:30 PM by Chairperson Burgess.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Debbie Burgess
Vice Chairperson Sam Caruso
Secretary Hank Lorant
Board Member Sally Medina
Board Member Alaina Campbell
President Teresa Rutt

ABSENT

Treasurer Matt Shell
Board Member Lloyd Coe
Board Member Chris Barnett

STAFF PRESENT

Clerk/Treasurer Sonja Stout

3. Approval of Minutes

A. Approval of DDA Regular Meeting Minutes of January 21, 2025

MOTION made by President Rutt, Seconded by Secretary Lorant to receive and file the Minutes for the January 21, 2025.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt

VOTING NAY: None

ABSENT: Coe, Barnett, Shell

MOTION: Carried

B. Special Meeting Minutes - February 3 2025

MOTION made by President Rutt, Seconded by Secretary Lorant to receive and file the Minutes for the Special Meeting of February 3, 2025.

- VOTING YEA:** Burgess, Caruso, Lorant, Medina, Campbell, Rutt
- VOTING NAY:** None
- ABSENT:** Coe, Barnett, Shell
- MOTION:** Carried

4. Approval of Agenda

MOTION made by President Rutt, Seconded by Secretary Lorant to approve the agenda for February 18, 2025 with the addition of item 8E. Budget Amendment-Streetlights.

- VOTING YEA:** Burgess, Caruso, Lorant, Medina, Campbell, Rutt
- VOTING NAY:** None
- ABSENT:** Coe, Barnett, Shell
- MOTION:** Carried

5. Call to the Public

Mokshith Essam from Troop 125 was attending the meeting to learn how local government works.

6. Consent Agenda

All items on the Consent Agenda are approved by one vote.

MOTION made by President Rutt, Seconded by Secretary Lorant to approve the agenda of February 18, 2025 as presented.

- VOTING YEA:** Burgess, Caruso, Lorant, Medina, Campbell, Rutt
- VOTING NAY:** None
- ABSENT:** Coe, Barnett, Shell
- MOTION:** Carried

A. Financial Reports

MOTION made by President Rutt, Seconded by Secretary Lorant to receive and File the financial reports for January 2025.

- VOTING YEA:** Burgess, Caruso, Lorant, Medina, Campbell, Rutt
- VOTING NAY:** None
- ABSENT:** Coe, Barnett, Shell
- MOTION:** Carried

B. Snow Removal Contract – Budget and Payment

MOTION made by President Rutt, Seconded by Secretary Lorant to authorize the Executive Director to sign the AGREEMENT FOR SEASONAL SNOW REMOVAL AND TREATMENT, approving a budget amendment transferring \$5,000 from GL 248-260-801-000 contracted Services to GL 248-260-801-033 – Contracted Services Snow Removal, and authorizing payment on the contract in the amount of \$17,000 forthwith.

- VOTING YEA:** Burgess, Caruso, Lorant, Medina, Campbell, Rutt

VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

7. Financial Matters

A. Bill Approval

MOTION made by President Rutt, Seconded by Secretary Lorant to approve disbursements in the amount of \$115,525.27 for January 2025.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

8. New and Old Business

A. Village Capital Improvement Fund

Chairperson Burgess opened up the floor for conversation and stated her recommendation would be to have the Joint Ad-Hoc DDA/Village Committee review the agenda items and make their recommendation to the Downtown Development Board after the committee has met.

MOTION made by Board Member Campbell, Seconded by President Rutt to appoint Vice Chairperson Caruso, Treasurer Shell, and Secretary Lorant to the Joint Ad-Hoc Village/DDA Committee, as representatives on behalf of the DDA.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

A discussion took place between Chairperson Burgess, President Rutt, Board Member Campbell, Board Member Medina, Secretary Lorant, and DDA Executive Director Matt Gibb, covering several key topics, including:

- Future funding for the DDA
- The potential consequences of funding
- Budgeting considerations
- Concerns regarding Act PA-57 and its impact on spending
- The possibility of changes to Act PA-57 in the future
- Clarification on whether the 75/25 Resolution addresses the tax dollars captured, specifically distinguishing between actual versus projected tax dollars
- A deeper understanding of Model 1 and Model 2.

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to refer the entire agenda item to the Joint Ad-Hoc Village/DDA Committee with note to use the actual captured dollars when collaborating.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

B. Lumber Yard Progress Report

MOTION made by President Rutt, Seconded by Secretary Lorant to Receive and File the Progress Report dated January 21, 2025.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

C. Requests for Proposal - Architectural Services

MOTION made by Vice Chairperson Caruso, Seconded by President Rutt to **POSTPONE** the bid tabulations until the March 18th, 2025 Regular Downtown Development Authority meeting.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

D. 2025 Strategic Plan - Schedule Final Review

No action was taken. A Doodle poll will be sent to Board Members to gather availability and schedule the final review for this item.

E. Budget Amendment- Streetlights

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to reduce GL 248-730-975-011 Trail extension by \$4,700 and increase GL 248-260-921-000 by \$4,700.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt
VOTING NAY: None
ABSENT: Coe, Barnett, Shell
MOTION: Carried

9. Reports, Resolutions and Recommendations

A. Executive Directors Report

Along with his report in the Agenda Packet, DDA Executive Director Matthew Gibb provided an update from behind the scenes, which included the following:

- The Village Capital Fund
- Budget Development
- Service Agreements between the Village and DDA
- Snow Removal Agreement
- Mainstreet accreditation, scheduled for Thursday, February 20, 2025

- Emphasis on prioritizing sponsorships for the next fiscal year and the need for staff annual reviews.

MOTION made by President Rutt, Seconded by Secretary Lorant to receive and file the Executive Directors Report for February 2025.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt

VOTING NAY: None

ABSENT: Coe, Barnett, Shell

MOTION: Carried

B. Assistant Director’s Report

DDA Executive Director Matthew Gibb explained that Janet, DDA Executive Assistant Director, was absent due to preparations for Thursday’s Mainstreet accreditation event. He briefly reviewed her report, which is included in the DDA Agenda Packet, highlighting the following points:

- The success of the recent IceFest event
- A new volunteer assisting with social media accounts
- The value of having Emily, the new employee, working flexible hours and potentially learning the PO system.

MOTION made by Board Member Campbell, Seconded by President Rutt to Receive and File the Assistant Director’s Report.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt

VOTING NAY: None

ABSENT: Coe, Barnett, Shell

MOTION: Carried

10. Board Comments and Training Feedback

Board Member Medina stated she appreciates the environmental benefits of electric vehicles (EV) and is excited about future Ice Fest activities.

Secretary Lorant stated he is eager to collaborate with the Ad-hoc committee that involves both the Village and DDA.

Board Member Campbell stated she had a great time at the ice sculpture event, though she’ll miss Thursday’s accreditation meeting due to a prior commitment.

President Rutt stated she sees great potential in the partnership between the Village and DDA and is excited for future accomplishments.

Chairperson Burgess stated she is excited about the upcoming accreditation process, praised the success of the LOdown event, and expressed gratitude for the hard work of Janet, the DDA Executive Assistant and Matt, the DDA executive. She also mentioned she won’t attend the next meeting due to health reasons.

11. Next Regular Meeting - March 18, 2025

12. Adjournment

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to adjourn the February 18, 2025, Downtown Development Authority Board Regular Meeting.

VOTING YEA: Burgess, Caruso, Lorant, Medina, Campbell, Rutt

VOTING NAY: None

ABSENT: Coe, Barnett, Shell

MOTION: Carried

The February 18, 2025 Downtown Development Authority Board Regular Meeting adjourned at 8:11 PM.

Debbie Burgess
Chairperson

Sonja Stout
Clerk/Treasurer

Date Approved: as presented on March 18, 2025.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of Public Infrastructure Fund Ad-Hoc Committee Meeting Minutes of February 27, 2025

RECOMMENDED MOTION: To receive and file the Public Infrastructure Fund Ad-Hoc Committee Meeting Minutes of February 27, 2025, as presented.



MEETING MINUTES - FINAL

COUNCIL/DDA PUBLIC INFRASTRUCTURE FUND AD HOC COMMITTEE

Thursday, February 27, 2025

9:00 AM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE COMMITTEE: Each person wishing to address the committee shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. Call to Order

The February 27, 2025 Council/DDA Public Infrastructure Fund Ad Hoc Committee Meeting was called to order at 9:00 AM by Village Manager McClary

2. Roll Call and Determination of Quorum

PRESENT:

Council member Michael Lamb
Council member George Dandalides
Council member Stan Ford
DDA Board member Matt Shell
DDA Board member Sam Caruso
DDA Executive Director Matt Gibb
Village Manager McClary

ABSENT :

DDA Board Member Lorant

STAFF PRESENT:

DPW Director Wes Sanchez
Village Deputy Clerk/Treasurer Lynsey Blough
DDA Assistant Director Janet Bloom

There were no residents in attendance.

3. Call to the Public (non-agenda items)

There were no public comments

4.A Other Items: Election of Committee Chair and Secretary

Motion: Councilman Dandalides volunteered to lead the team as Chairman. There were no other volunteers or nominations.

Motion carried by (7) Yes, (0) No.

Motion: Councilman Dandalides volunteered to act as Recording Secretary. There were no other volunteers or nominations.

Motion carried by (7) Yes, (0) No.

CHAIRMAN DANDALIDES BEGAN CHAIRING THE MEETING

Motion: Motion made by Committee Member Shell, supported by Committee Member Gibb to approve the agenda as presented.

Motion carried by (7) Yes, (0) No.

4.B. Other Items: Review of the Committee Purpose and Formulation on Use of DDA Public Infrastructure Fund Monies

There was a brief review of the purpose given by Village Council and the DDA Board to the committee and the expected outcome:

- “Review proposed projects and available funding and to recommend to the Village Council and DDA Board of Directors projects for funding for FY 2025-26 through FY 2030-31 for including in the Village Capital Improvement Plan and FY 2025-26 Budget.”
- Agree on a method of calculation of annual capital improvement funding.
- Conduct a joint review of the resolution presented by the Executive Director at the DDA February meeting and arrive at a joint recommendation.

This was followed by a review of the two resolutions passed by Council (2022-043) and the DDA Board (2022-001) in December of 2022.

- There was agreement that the two resolutions are the same.
- DDA Executive Director commented that although the resolutions provide the framework for the Infrastructure Fund, they do not act as an operating agreement and there will still need to be an agreement worked out to execute the intent of the resolution(s).

Motion: Motion made by Executive Director Gibb, seconded by Councilman Lamb that the Committee acknowledges and confirms that the resolutions are the identical and stated as “resolutions of intent”, and that a process would be established to share the future revenues and used to fund infrastructure projects within the DDA district.

Motion carried by (7) Yes, (0) No.

Calculation Method of the Annual Capital Improvement Funding:

The following points were made during discussion:

- The provisions for the calculation of the incremental increase in future tax revenues captured from the DDA TIF are outlined in both the Village resolution 2022-043 and DDA resolution 2022-001. Those resolutions also identified the baseline established commencing from the execution of the resolutions by both the Village Council and the DDA Board (November 28, 2022, and December 13, 2022, respectively).
- Calculations for the 2023-24 and 2024-25 fiscal years have been calculated by Village Manager McClary using projected incremental revenues.
- Alternatively, similar calculations were made by the DDA Executive Director. Those calculations were made based on actual revenue into the TIF. The Executive Director also made two calculations, the first (Method 1) based on an annual (year over year) calculation, and second (Method 2) based on a cumulative approach.
- The committee agreed that Method 1 (year over year) did not meet the intent of the resolutions.
- The use of actual revenues would be the more accurate method, but actual data was not available when budgets were being developed by both the Village and the DDA.
- Councilman Lamb made the proposal to use projected revenues to develop the fiscal year budgets, then make budget adjustments when actual revenues are available. This proposal would include the following steps:
 - Projected revenues would be established by the Village Manager each year and used by both the Village and the DDA in the preparation of their respective fiscal year budgets.
 - Budget adjustments would be calculated midyear when actual revenue values were available from the county, after the Township has credited the actual collections, and the county has then credited any delinquent collections for the previous fiscal year.

- Budget reconciliation and adjustments would be made in both the Village and DDA budgets to reflect the actual revenues no later than December 31 for the prior fiscal year.

Motion: Motion made by Village Manager McClary, seconded by Councilman Ford, to recommend to Village Council and the DDA Board a tax sharing agreement where the DDA contributes to the Public Infrastructure Fund the required contribution no later than December 31 for the prior fiscal year and that calculation be based on the actual tax revenue.

Motion carried by (7) Yes, (0) No.

Motion: Motion made by Executive Director Gibb, seconded by DDA Board Member Shell, for the Village Manager and the DDA Executive Director to work together to calculate the catch-up commencing with the base year (FY 22-23) through fiscal year 23-24. This would be taken to Village Council and the DDA Board for approval and adoption.

Motion carried by (7) Yes, (0) No.

Discussion of Potential Infrastructure Projects to be Recommended for Funding:

The following points were made during discussion:

- Potential projects must be within the boundaries of the DDA District.
- Potential projects should be from those referenced within the DDA TIF Plan Amendment 4 of 2020.
- This was followed by discussion of potential projects.

Motion: Motion made by Village Manager McClary, seconded by Councilman Lamb, that the recommendation of the committee be to use the funding through fiscal year 23-24 (catch-up) for the sidewalk gaps and the Paint Creek bank stabilization. This would be taken to Village Council and the DDA Board for approval and adoption.

Motion carried by (7) Yes, (0) No.

5. Call to the Public

There were no public comments

6. Committee Comments

There were no additional council comments

7. Next Committee Meeting

There will be two items on the committee’s next agenda:

1. Presentation of the calculations for the three fiscal years by the Village Manager and Executive Director:
 - a. FY 2023-2024 (catch-up)
 - b. FY 2024-2025 (projection for the current FY pending the availability of actuals)
 - c. FY 2025-2026 (projection to be used in the budget currently being developed)
2. A proposed agreement between the Village and the DDA (to be prepared jointly by the VM and DDA ED) for the execution of the intent of the 2022 resolution(s). This will include the annual process by which future Infrastructure Committees would follow.

The next meeting will be held on Thursday March 13, 2025 at 5:30 pm in the Lake Orion Village Hall conference room.

8. Adjournment

Motion: Motion made by DDA Board Member Shell, seconded by Councilman Lamb to adjourn

Motion carried by (7) Yes, (0) No.

The meeting was adjourned by Committee Chairman Dandalides at 10:40 AM

George Dandalides 3/13/2025

George Dandalides
Committee Chairman

George Dandalides 3/13/2025

George Dandalides
Committee Recording Secretary



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of Public Infrastructure Fund Ad-Hoc Committee DRAFT Meeting Minutes of March 13, 2025

RECOMMENDED MOTION: To receive and file the Public Infrastructure Fund Ad-Hoc Committee DRAFT Meeting Minutes of March 13, 2025, as presented.



MEETING MINUTES - DRAFT

AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE

Thursday March 13, 2025

5:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE COMMITTEE: Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. Call to Order

The March 13, 2025 Council/DDA Public Infrastructure Fund Ad Hoc Committee Meeting was called to order at 5:34pm by Chairman/Recording Secretary Dandalides.

Chairman Dandalides thanked the committee for the spirit of cooperation, collaboration, and teamwork that has gone into the work accomplished thus far. He went on to inform the committee that a proposal was made and supported by the Village Council at its March 10th meeting to expand the scope of the committee to include the Administrative Services Agreement between the Village and the DDA. This had unanimous support at Council and is planned to be presented for support by the DDA and its March 18th meeting.

2. Roll Call and Determination of Quorum

PRESENT:

Council member Michael Lamb
Council member George Dandalides
Council member Stan Ford
DDA Board member Matt Shell
DDA Board member Sam Caruso
DDA Board Member Lorant
DDA Executive Director Matt Gibb
Village Manager McClary

STAFF PRESENT:

Police Chief Mark Amundson
DDA Board President Debbie Burgess
DDA Assistant Director Janet Bloom

There were no residents in attendance:

3. Call to the Public

There were no public comments

4. Approval of Agenda

Motion: Motion made by Committee Member Lamb, supported by Village Manager McClary to approve the agenda with the re-addition of Topic 8, Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s).

Motion carried by (8) Yes, (0) No.

5. Approval of the Minutes from the February 27, 2025 Committee Meeting

Motion: Motion made by Village Manager McClary, supported by Committee Member Lamb to approve the minutes of the February 27, 2025 committee meeting as presented.

Motion carried by (8) Yes, (0) No.

6. Reconsideration of Method of Calculation of Annual DDA Public Infrastructure Fund Contributions

Village Manager McClary reviewed the contents of his Memorandum to the Committee dated March 10, 2025, identifying his concerns with using actual tax revenue collected. Based on this analysis, the Village Manager is recommending using the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15th of each year for the then current fiscal year. Calculation based on actual tax revenue collected would be inaccurate, and require repeated recalculations and tracking. The Manager’s Memorandum is included as part of the minutes as Attachment 1.

Motion: Motion made by DDA Executive Director Gibb, supported by Committee Member Lamb to reconsider the previously proposed method of calculation using actual tax revenue to what is now recommended by the Village Manager using the amount billed by the Oakland County Assessor to taxpayers. The new “catch-up” amount is calculated at \$142,453.

Motion carried by (8) Yes, (0) No.

7. Infrastructure Fund Calculations for Fiscal Years 2023 through 2026

Based on the discussion of calculation method and motion passed in Topic 6. above, the “catch up” amount is \$142,453 and includes Fiscal Years 2023-2024 and 2024-2025. The calculation for Fiscal Year 2025-2026 will be done in May 2025 as part of the budget process. The “catch up” calculation is included in the minutes in Attachment 2, Exhibit A.

8. Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s)

A proposed agreement was reviewed by the committee for recommendation. This proposed agreement was drafted by the Village Manager, the DDA Executive Director, and members of the committee. The proposed agreement is included as part of the minutes as Attachment 2.

Motion: Motion to approve the agreement as presented was made by Village Manager McClary, supported by Committee Member Lorant.

Motion carried by (8) Yes, (0) No.

9. Call to the Public

There were no public comments

10. Next Meeting

The initial assignment of the committee has been completed and the recommendations of the committee will be taken back to the Village Council and DDA Board for discussion and approval. The committee recommendations include:

- The committee recommends that the “catch up” funding to be used for the completion of the sidewalk gaps and Paint Creek bank stabilization.
- The committee recommends that the method of calculation of the infrastructure fund be based on the amount billed by the Oakland County Assessor to taxpayers. The “catch-up” amount is calculated at \$142,453.
- The committee recommends that the Agreement Between the Village and DDA Regarding Responsibilities and Cost Allocation for Capital Improvement Projects Within the Downtown Development District as included as Attachment 2 of these minutes be adopted by the Village and the DDA.

A follow up meeting will be scheduled by Chairman Dandalides if the expansion of the committee is supported by the DDA when presented at their March 18th meeting.

11. Committee Comments

There were no additional committee comments

12. Adjournment

Motion: Motion made to adjourn made by Committee Member Lorant, supported by DDA Executive Director Gibb.

Motion carried by (8) Yes, (0) No.

The meeting was adjourned by Committee Chairman Dandalides at 6:52 PM.

George Dandalides
Committee Chairman

George Dandalides
Committee Recording Secretary

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.

ATTACHMENT 1

DRAFT



Memorandum

Office of the Village Manager

TO: DDA Public Infrastructure Fund Committee
FROM: Darwin D. P. McClary, Village Manager
DATE: March 10, 2025

RE: **RECOMMENDATION ON CALCULATION OF DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTIONS**

Based upon a review of the Oakland County Assessing Office’s billed taxes for the DDA, the Annual Reports on Status of Tax Increment Financing Plan, and annual audit reports for the DDA for the past several years, it is my recommendation that the actual annual contributions from the DDA to the DDA Public Infrastructure Fund be based upon the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15 of each year for the then current fiscal year.

This recommendation deviates from the motion adopted by the Committee at its February 27, 2025, meeting in that the Committee approved a calculation each year based on the tax revenue actually collected by the DDA for that year. It is my finding that such a method would be inaccurate and would require repeated recalculations and tracking to be accurate. As is illustrated in the various reports attached to this memo, the audited tax collections appear to reflect fluctuations in collections for previously delinquent taxes. The most accurate method of calculating the annual amount of the contribution would be based on the July 1 and December 1 tax billings from the County Assessor each year.

Estimates for the ensuing fiscal year should be based on the post-Board of Review taxable values and estimated captured millage rates.

Attached please find my calculation sheets based on actual billed taxes for the fiscal years 2022-23, 2023-24, and 2024-25, as well as the estimated 2025-26 contribution based on pre-Board of Review taxable values for the DDA District and anticipated captured millage rates.

A reconsideration of the motion adopted on February 27 will be necessary if the Committee agrees with my recommendations.

I have discussed my findings with DDA Executive Director Gibb and look forward to discussing them with the Committee at your March 13, 2025, meeting.

ATTACHMENT 2

DRAFT

AGREEMENT BETWEEN THE VILLAGE OF LAKE ORION AND THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY REGARDING RESPONSIBILITIES AND COST ALLOCATION FOR CAPITAL IMPROVEMENT PROJECTS WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT

This Agreement is made and entered this _____ day of _____, 2025 by and between the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 E. Church Street, Lake Orion, MI 48362, ("Village"), and the Lake Orion Downtown Development Authority, organized and existing pursuant to the authority of Part 2, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, being MCL 125.4201, et seq, whose address is 118 N. Broadway St. Lake Orion MI 48362, ("DDA"), for the purpose of fixing the rights and obligations of the parties relative to the construction of "public facilities" improvements ("Projects") within the boundaries of the Downtown Development District.

Whereas, the Village and the DDA have passed and certified Resolutions, attached as Exhibit B, designating that a portion of the annual Tax Increment Finance Plan (TIFP) revenue, derived from the approved Tax Increment Finance Plan Amendment No. 4, shall be provided as funding support for capital improvement Projects that qualify as "public facilities" improvements under MCL 125.4201 et seq and as described in the TIFP; and

Whereas, the Village and the DDA have reached an understanding with each other regarding their respective responsibilities for an annual appropriation of TIFP revenue to a dedicated Capital Improvement Project Fund ("Fund"), the administration of Project management and cost, financing and reimbursement to the Village, and desire to enter into this Agreement to memorialize that understanding.

THEREFORE, in consideration of the premises, the mutual understandings of the parties and in conformity with applicable law, the Village and the DDA agree as follows:

1. **Incorporation of Enabling Resolutions.** Each Resolution for Designation of Tax Increment Revenues from the DDA TIF Capture to be Dedicated for Public Facility Infrastructure in the DDA District, which were adopted and certified by the Village on November 28, 2022 and the DDA on December 13, 2022, is hereby incorporated and made a part of this Agreement.
2. **Capital Improvement Project Fund.** The DDA shall create the Fund within its annual budget, to hold and appropriate seventy-five percent (75%) of all future

captured revenue deriving from the annual increase in ad valorem value within the Downtown District. The calculation methodology of the appropriations to the Fund are included in Exhibit A.

The Parties shall mutually account for the annual contribution into the Fund, including the review and approval of any necessary audit, equalization or related revenue support. The contribution shall be budgeted and transferred to the Fund not less than quarterly, with a report provided to the Village Council and DDA Board by their respective representatives.

3. **Identification and Selection of Project(s)**. The Village and the DDA shall undertake and complete the identification and selection of Project(s) to construct, renovate, repair, remodel, rehabilitate, restore, preserve or reconstruct “public facilities” as defined by MCL 125.4201, et seq, within the DDA District, restricting such Project(s) to those necessary and appropriate to the execution of the TIFP no later than February 28 of each calendar year.
4. **Project Management**. The Village will enter into, and be solely responsible for, any necessary contracts with any and all contractors, suppliers, professionals, or material providers, for the Project(s). The Village will administer and manage all contracts and related work necessary for the completion of the Project(s). In all contracts, agreements, work orders, or similar instruments used for the planning, development and completion of selected Project(s), the Village shall require that the contracted party indemnify the DDA for any claims or lawsuits by third parties arising from the work and must require the contracted party to name the DDA as additionally insured on a general liability insurance policy(s).
5. **Project Reimbursement**. The DDA is responsible for funding, by invoiced reimbursement, its identified share of the Project(s) in accordance with the following;
 - a. The Village, prior to initiating a selected Project, shall submitted to the DDA a Project plan, estimated total cost, proposed timeline, proposed DDA share of cost, whereupon the DDA shall timely review and approve the project.
 - b. The Village shall provide financing for the project as defined in the Project Plans and be responsible to pay all Project expenses in a timely fashion.
 - c. Upon completion of the Project, or at another time as set forth in the Project plan, the Village will invoice the DDA for its share of the Project costs, as authorized in the approved Project plan, The DDA will remit said funds within thirty (30) days of receipt of an invoice from the Village.
 - d. The parties agree that management and contracting of the Project will be the sole responsibility the Village.
 - e. The Project cost allocated to the DDA, as set forth in an approved Project Plan, is fixed and binding between the parties and cannot be changed except by written

Amendment to the Project Plan and re-approval of the amended plan.

6. **Miscellaneous.**

- a. This Agreement constitutes the complete agreement between the parties on the subjects contained herein and there are no other agreements between the parties concerning these subjects.
- b. Any prior agreements on the matters addressed in this Agreement are hereby rescinded, revoked or terminated.
- c. Other than as specifically set forth herein, this Agreement may be modified or amended only by a written agreement approved by the governing body of each of the Parties.
- d. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
- e. This Agreement shall be governed by the laws of the State of Michigan and shall be interpreted in a manner consistent with applicable law.
- f. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.
- g. Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
- h. The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

VILLAGE OF LAKE ORION,
A Michigan municipal corporation

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

By: Darwin McClary
Its: Manager

By: Matthew Gibb
Its: Executive Director

EXHIBIT A

FORMULA FOR ANNUAL CAPITAL IMPROVEMENT ALLOCATION

Calculating 75% of the captured revenue

Reported Revenue:

2022 Tax Capture Billed Revenue	\$896,788
2023 Tax Capture Billed Revenue	\$963,680
2024 Tax Capture Billed Revenue	\$1,019,833

Allocating 75% of increased TIF revenue capture:

2023 Reported Revenue	\$963,680
Base Annual Revenue Capture	<u>\$896,788</u>
2023 CIF Due	\$ 66,892 x .75 = \$50,169
2024 Reported Revenue	\$1,019,833
Base Annual Revenue Capture	<u>\$896,788</u>
2024 CIF Due	\$ 123,045 x .75 = \$92,284

“CATCH UP” FUND TRANSFER AMOUNT - \$142,453

EXHIBIT B
ADOPTED AND CERTIFIED ENABLING RESOLUTIONS



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Approval of Special Event – Art and Flower Fair

BACKGROUND BRIEF:

The Art and Flower Fair, organized by Holly Nicosia on behalf of the Orion Art Center, will take place on Saturday, May 17, 2025, from 10:00 AM to 6:00 PM, and Sunday, May 18, 2025, from 10:00 AM to 4:00 PM, at various Village properties.

This year, 100-125 art and flower vendors are expected to participate in the Downtown Area. The event will feature live music, artist demonstrations, and family-friendly activities, including crafts and music at Children’s Park.

Setup, including vendor load-in at Flint and Broadway Streets, will begin at 6:00 AM on May 17, 2025. Teardown, including vendor load-out, will take place from 4:00 PM to 6:00 PM on May 18, 2025. This event is held annually.

RECOMMENDED MOTION:

To adopt Resolution 2025-006 to approve the Art and Flower Special Event Application and the License Agreement between the Village of Lake Orion and Orion Art Center for the use of various Village properties on May 17, 2025 through May 18, 2025, and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.



**VILLAGE OF LAKE ORION
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION 2025-007

**A RESOLUTION APPROVING THE SPECIAL EVENT PERMIT APPLICATION FOR
ART AND FLOWER FAIR AND TO APPROVE THE LICENSE AGREEMENT**

**VOTING YEA:
VOTING NAY:
MOTION:**

RESOLVED: To approve the Special Event Permit Application submitted by Holly Nicosia on behalf of the Orion Art Center for the Art and Flower Fair to be held on Saturday, May 17, 2025 at 10:00AM – 6:00PM and Sunday, May 18, 2025 at 10:00AM – 4:00PM at various Village properties, as outlined in the application.

FURTHER RESOLVED: To approve the License Agreement between the Village of Lake Orion and the Orion Art Center and to authorize the Village President and Village Clerk to execute the Agreement on behalf of the Village.

FURTHER RESOLVED: This approval is conditioned on the following:

Administrative Requirements

1. The applicant is responsible for cleaning up any trash generated during the event.
2. All tents and temporary structures must be securely anchored to withstand inclement weather or wind conditions to prevent potential injury.
3. Any temporary electrical wiring or equipment used must be approved by the electrical inspector.
4. Tents or temporary structures with cooking or heating devices must have a minimum 10-pound multi-purpose fire extinguisher (commonly referred to as an “ABC” fire extinguisher).
5. All food vendors must be approved by the Oakland County Health Department.
6. All food trucks must be approved by the Orion Township Fire Department.
7. Portable restrooms must be removed after the event.

DPW Requirements

- 1. Village Orange Cones will be provided based on availability.
- 2. The DPW will not supply extension cords or cord covers.
- 3. The DPW will provide barricades and detour signage for street and parking lot closures.
- 4. Village properties will be properly maintained before and after the event.

Fire Department Requirements

- 1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
- 2. Vendor tents must only be placed in the parking spaces along the curb.
- 3. Full access must be maintained in the center of the roads.
- 4. No obstructions are allowed in intersections, including blocking alleys.
- 5. The event coordinator shall contact the Fire Prevention Division at (248) 391-0304, ext. 2000, prior to the event opening to the public.
- 6. The event coordinator must ensure that any food trucks have a valid 2025 operating permit.

Police Department Requirements

- 1. Event staff and on-scene manager’s cellular phone numbers must be provided to the Police Department at least 24 hours before the event.
- 2. The Police Department will direct the placement of all required barricades for parking lot and any approved street closures.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MARCH 10, 2025.



Sonja Stout
Village of Lake Orion Clerk/Treasurer

CERTIFICATION

I, Sonja Stout, duly appointed Clerk/Treasurer of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2025-007 adopted by the Village of Lake Orion Village Council at its Regular Meeting held on the 24th day of March 2025.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan on this 24th day of March 2025.



Sonja Stout
Village of Lake Orion Clerk/Treasurer

DATED: March 25, 2025



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

EVENT PERMIT APPLICATION

**** ATTN: APPLICATION NEEDS TO BE TURNED IN 120 DAYS PRIOR TO EVENT****

Date of Application:	Date Application Fee Paid:
----------------------	----------------------------

Sponsoring Organization's Legal Name:
Orion Art Center

Phone 248-693-4986	Fax
Email info@orionartcenter.org	Website orionartcenter.org

Sponsoring Organization's Agent Name:
Amy Cole

Phone 248-693-4986	Fax
Email info@orionartcenter.org	Website

Event Name:
Art and Flower Fair

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)
100- 125 Art and Flower Vendors will fill the streets of downtown Lake Orion to celebrate the spring season. There will be live music and artist demonstrations. Children's park for family friendly fun including crafts and music.

Date/Hours of Event:
Saturday May 17, 2025 10:00 am to 6:00 pm
Sunday May 18, 2025 10:00 am to 4:00 pm

Date/Hours of Set-up and Tear Down:
Saturday May 17, 2025 6:00 am Vendor load in at Flint and Broadway streets
Sunday May 18, 2025 4:00 pm vendor load out at Flint and Broadway Streets

Event Location and Boundaries



Include an Event Map which clearly shows the locations for each activity during the event, including but not limited to the following:

- Tent locations
- Parking / loading areas
- Food / drink stations
- Streets and parking lots to be closed
- Walk / run routes
- Anticipated staffing
- Loading locations
- Porta john locations and number
- Trash/dumpster
- Event staff parking

Will street closures and/or Parking Lot closures be necessary: Yes No
 If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Saturday May 17, 2025 6:00 am Vendor load in at Flint and Broadway streets will need streets closed until end of event.
 Sunday May 18, 2025 4:00 pm to 6:00 pm vendor load out at Flint and Broadway Streets

Coordinating with Another Event: YES NO <input checked="" type="checkbox"/>	If Yes, Event Name
---	--------------------

Event Name/Details:

Event Information

Type of Event *(See definitions attached to information page)*
 Village Operated DDA Individual Co-Sponsored Group

Indicate Status
 Non-Profit* Not-for-Profit For-Profit

***If the event is sponsored by a Non-Profit please provide proof of non-profit status.**



<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes () No If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event. May 15, 16, 17</p>
<p>Is this event a Fund raiser? <input checked="" type="checkbox"/> Yes () No If YES, indicate beneficiary information: Orion Art Center</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? () Yes (X) No Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? () Yes (X) No Describe:</p>
<p>Total estimated attendance each day 1,500</p>
<p>What parking arrangements will be necessary to accommodate attendance? Describe: Street and village parking lots</p> <p>NOTE: For events over 100 people, you must submit a parking plan.</p>
<p>How will trash be handled? Describe: Trash cans will be placed throughout the event. Trash will be monitored and collected by the OAC and/or its designee. Trash will be disposed in an onsite dumpster.</p>
<p>Is amplification of music or speakers planned or anticipated? <input checked="" type="checkbox"/> Yes () No If yes, describe, including the dates and times and the maximum limit and amplification:</p>



Music at the four corners provided by a acoustic acts they will have a small amp.

Will tents be used: Yes No
If yes, indicate number of tents, use of each, location and size:
Large tent in Children's park for Kids crafts
Vendor tents 10 X 10 on broadway and Flint

Portable restrooms: Yes No
If yes, number of portable restrooms and location:
2 @ Flint anf Lapeer
2 @ Shadbolt and
Broadway

Will alcoholic beverages be served: Yes No
If yes, describe:

Is liquor license issued by the State of Michigan?) Yes () No?
If yes, whose name is the license issued to:

Copy of License must be submitted to the Village within 15 days of the Event.

Will food and beverages be sold: Yes No
If yes, describe:
Self contained food trucks

All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.

Will merchandise be sold: Yes No
If yes, describe:
Art, flowers and handmade items



WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?

Electrical Connections: Yes () No
If yes, describe:
street power

Water: Yes () No
If yes, describe:
Water for plant materials

Barricades and/or Traffic cones: Yes () No
If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":
Form included

Do you have need of emergency fire equipment, such as ambulance? () Yes No
If yes, describe:

Other Village services: Yes () No
If yes, describe:
Barricades and road closure signs

EVENT SIGNS

Will this event include the use of signs? Yes () No
If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".
Form included



CERTIFICATIONS AND SIGNATURES

I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- I. Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. Advertisement must include note that the advertisement is pending Village Approval.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.









1/15/25
Date

Amy Cole
Signature of Sponsoring Organization's Agent
Amy Cole
Print Name

Section 7, Item G.



MAP LEGEND

-  Orion Art Center
-  Vendor Marketplace Street Closed
-  Dragon Pub
-  Information Booth
-  Art and Flower Fair Street Closed
-  First Aid
-  Fire Station
-  Restroom



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the granting by the Village of Lake Orion to permit/allow *

2025 Art and Flower Fair

May 17, 18, 2025

Activity/Event

Dates and Time

Downtown Lake Orion: Flint and Broadway Streets, Childrens Park and Parking Lot 3

General Description of Location

as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the Village of Lake Orion, and all of its officers, officials, agents and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the Village of Lake Orion and/or its officers, officials, agents and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the Village of Lake Orion to the undersigned.

Amy Cole
Applicant/Property Owner/Contractor Signature**

Holly Nicosia
Witness One Signature ***

Amy Cole
Applicant/Property Owner/Contractor Printed Name

Holly Nicosia
Witness One Printed Name

1/15/25
Date

Julie Sugg
Witness Two Signature ***

Julie Sugg
Witness Two Printed Name

* Applicant MUST provide information regarding what the activity is, date(s), times activity will be held and the areas (public sidewalks, streets, parking spaces, etc.) that are affected.

** If the activity is obstructing public right-of-way for work on private property, the property owner or contractor MUST provide their signature.

*** The signatures from two (2) witnesses are required.



CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item G.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service PHONE (A/C, No. Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Orion Art Center Amy Cole 115 S Anderson St. Lake Orion, MI 48362	INSURER A: Houston Casualty Company	NAIC # 42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** TM414851 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			H24SE00172/TM414851	05/17/2025 12:01AM	05/19/2025 2:01AM	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
	<input checked="" type="checkbox"/> Host Liquor Liability	Y					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Art Exhibit/Show to be held on 05/17/2025 - 05/18/2025 with 2000 attendees at Downtown Village of Lake Orion Broadway & Flint Streets Lake Orion, MI 48341. Additional Insureds include: Downtown Village of Lake Orion Broadway & Flint Streets Lake Orion, MI 48341; Village of Lake Orion.

CERTIFICATE HOLDER **CANCELLATION**

Downtown Village of Lake Orion Broadway & Flint Streets Lake Orion MI, 48341	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

SIGN PERMIT APPLICATION

PROPERTY INFORMATION

Sign Site Address: M24 & Flint Street Parcel ID #: _____
Name of Business at Sign Location: Autozone Zoning District: _____

OWNER INFORMATION

Property Owner Name: Village of Lake Orion Address: 21 E. Church St.
Property Owner Phone #: 248-693-8391 E-Mail: _____

APPLICANT INFORMATION (If applicant is NOT property owner)

Applicant Name: Orion Art Center/Amy Cole Address: 115 S. Anderson St.
Applicant Phone #: 248-693-4986 E-Mail: info@orionartcenter.org
Applicant is: (i.e. contractor or business owner or architect, etc.) Non-Profit

TYPE AND QUANTITY OF SIGN(S)


Please indicate the quantity of each type of sign proposed.

Permanent Sign(s): ___ Wall ___ Projecting ___ Ground Sign ___ Awning ___ Other
Temporary Sign(s): ___ Banner Community Event ___ Class 1 (Adjustable Type) ___ Class 2 (A-Frame)
Temporary Display Dates: From 4-27-2025 To 5-20-2025
Name of Event: Art and Flower Fair Date of Event: May 16, 17, 18

ADDITIONAL INFORMATION AND REQUIREMENTS

- 1) **Location Map:** A map identifying the location of all requested signs on the property or building must be provided or the application WILL NOT be reviewed.
- 2) **Sign Sketch Plan:** A scaled plan or drawing identifying the size and elements of all requested sign(s) on the property or building must be provided or the application WILL NOT be reviewed.
- 3) **Orion Township Building Permit:** An Orion Township building permit application must be included in order to erect any permanent signs.

I hereby agree to erect and remove (if applicable) signage exactly as approved on this application:

Signature of Property Owner:  Date: 1/15/25
Signature of Applicant (or Contractor): _____ Date: _____



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Fax 248.693.5874
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LOCATION MAP

A location map must include the following information:

- All property lines, buildings, fences, parking lots, driveways and adjacent streets.
- The location of all existing signs.
- The location of all proposed signs.

SIGN SKETCH PLAN

A sign sketch plan must include the following information:

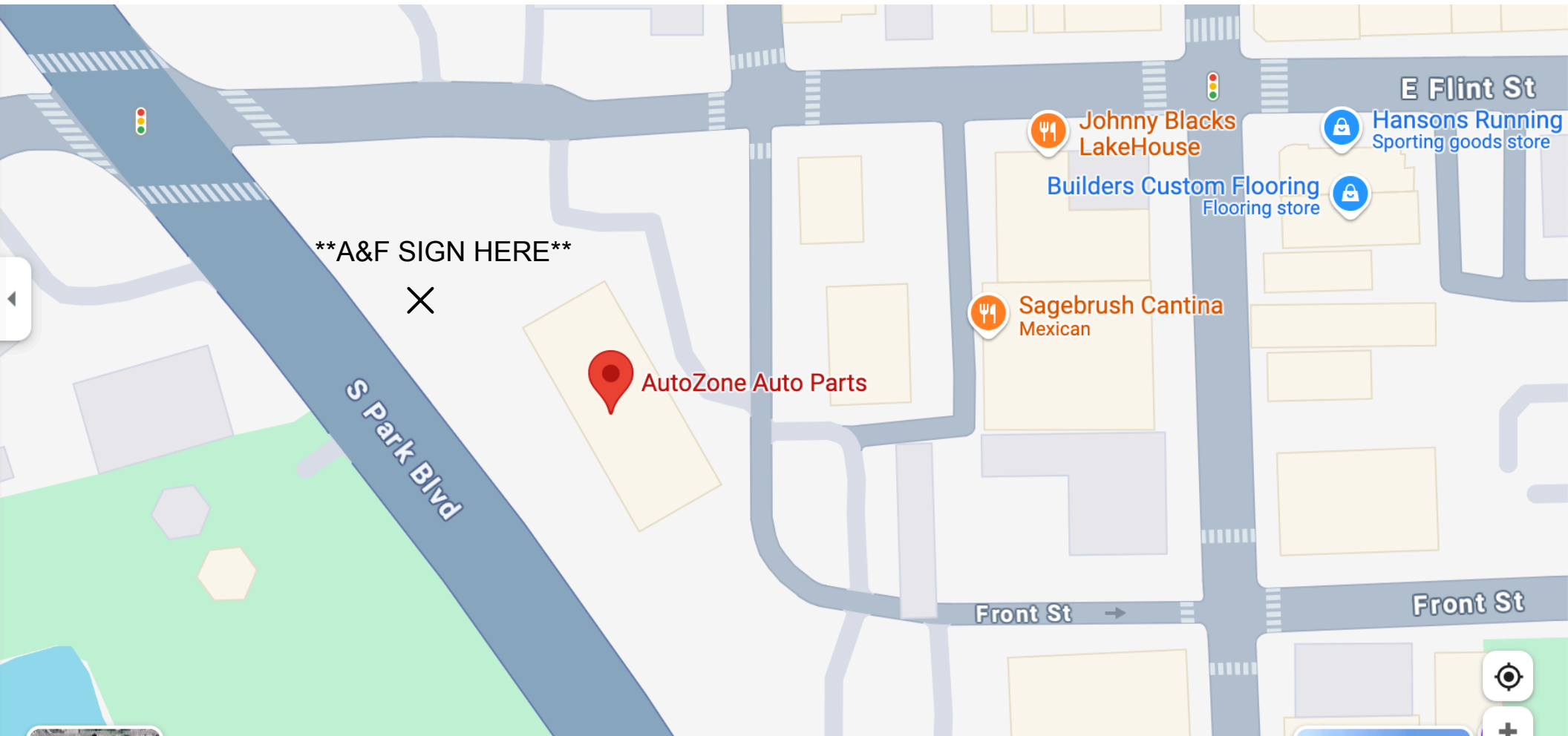
- All sign dimensions.
- Wording of the sign.
- Building Signs: Must show length and width of building façade from grade and include roofline.
- Draw length, width, depth, and height of sign on building façade. Include all existing and proposed signage.
- Please note if any existing signage is to be removed.
- Any proposed internal or external lighting.
- Type of material sign is constructed from.

**ALL APPLICATIONS MUST BE IN COMPLIANCE WITH THE STANDARDS OF THE VILLAGE SIGN ORDINANCE, CHAPTER 155,
AS AMENDED.**



art & flower
fair 2025

may 17-18 downtown lake orion
presented by Orion Art Center





Gazebo Rental / License Agreement

Applicant Name Amy Cole

Organization Name Orion Art Center

Street Address 115 S. Anderson

City Lake Orion State MI ZIP 48362

Phone Number (day) 248-693-4986 (eve) 248-693-4986

Requested Date & Day of Week May 17 & 18 Sat. & Sun Approved Date and Day _____

Requested Hours May 17 12pm to 6pm May 18 12pm to 4 pm Approved Hours _____

Purpose/Event Art and Flower Fair

Number of Attendees 200

The applicant agrees to pay a rental fee of \$ 350 and a Security Deposit of \$ 100 at the time of reservation to secure & confirm the date and hours requested. Any damage or incomplete clean up will be charged to the Security Deposit and the person/organization renting the Gazebo at the rate of \$ 35 per man hour in minimum increments of 1/2 hour. The area will be inspected by the Village of Lake Orion before and at the end of the rental period. Applicant agrees that all attendees will obey all the rules and regulations.

Section 1 Introduction

- A The Village of Lake Orion has established the following policies, rules, regulations and procedures to ensure the safe and efficient use and equitable availability of the Gazebo.
- B The primary concern is to see that the Gazebo is maintained for, used by and available for Village residents.
- C Definitions:
 1. Resident – a resident of the Village of Lake Orion or the owner of a tax paying business in the Village or an authorized representative of a non-profit organization located in the Village.
 2. Township resident – a resident of the Charter Township of Orion or the owner of tax paying business in the Township or an authorized representative of a non-profit organization located in the Township.
 3. Other – any other person

- D The scheduling is structured so that the Gazebo is not unfairly impacted by over use and that Children's Park is kept open for use by the public at all times.
- E The Village reserves the right to modify these policies, rules, regulations and procedures as may be required for the protection of the Gazebo and Children's Park and users of those facilities.
- F Although reserved use of the Gazebo is permitted by this Agreement, the Village of Lake Orion shall allow any unreserved portion of Children's Park to be available for open, public recreation activity on a first come/first served basis to the public.
- G The American Disabilities Act prohibits discrimination on the basis of disability, anyone or any group renting the Gazebo agrees to abide by the provision of that Act.

Section 2 Priority of Users

- First – Village residents – in priority order - residents then businesses and non-profit organizations
- Second –Township residents – in priority order - residents then business and non-profit organizations
- Third – all others

Section 3 Gazebo Reservations

- A Reservations must be made a minimum of two (2) weeks in advance of the date of the event. Reservations will not be accepted if the application is filed less than the two weeks before hand.
- B Rental requests/reservations will be accepted beginning November first for events in the following calendar year.
- C Each request will be judged on its own merits.
- D Full payment of the rental fee is due at the time the Rental Agreement form is submitted. The form will not be accepted without full payment. There are no exceptions.
- E Cancellation of the Gazebo Use permit by the applicant in writing thirty (30) days or more prior to the event will result in a refund of the fee minus a \$10 processing fee for Village residents and a \$25 fee for all others.
- F If the Gazebo Use permit is cancelled by the applicant in writing less than thirty (30) days but more than fourteen (14) days prior to the event, and if the Gazebo is rented by someone else for the cancelled date and time, the individual or group canceling the reservation shall receive a refund subject to the processing fee stated in provision E above.
- G If the Gazebo Use permit is cancelled fourteen or fewer days before the event, there shall be no refund.
- H If, in the judgment of the Village, an event is cancelled due to weather conditions which make an event/activity impossible or due to an Act of God beyond the control of the applicant, then either
 - a) a credit of the fee will be given and the event rescheduled at a mutually agreeable date or
 - b) the applicant may apply in writing to the Village for a refund.

Section 4 Fees and Charges

- A The most recent schedule of fees for use of the Gazebo as adopted by the Lake Orion Village Council shall be attached to and considered part of this Agreement by reference.

- B In the event an individual or organization requires or requests special security needs or additional maintenance, the Village may negotiate a fee to cover the added expense to the Village.

Section 5 Sales of Goods and/or Services

- A The Village of Lake Orion reserves to itself the complete and exclusive right to regulate the sale of all goods and/or services sold or conducted on Village property including by not limited to souvenirs, programs, wearing apparel, records, tapes, CDs and similar type items.
- B All food concessions must be approved in advance by the Lake Orion Village Council and the Oakland County Health Department. However, cooking of any type shall not be permitted in the Gazebo.
- C The sale of any goods and/or services without the express written consent of the Lake Orion Village Council is prohibited.

Section 6 Prohibited Activities

- A The sale, use and/or possession of any State licensed substance including but not limited to alcoholic beverages, beer, wine, wine coolers, other spirits in any Village park is prohibited.
- B The sale, use and/or possession of any controlled substance including but not limited to any illegal drug as determined by Federal, State or Oakland County law is strictly prohibited.
- C Smoking of tobacco products is prohibited.
- D Glass containers of any type are prohibited.
- E Pets are prohibited in Children's Park and on the Gazebo.
- F Feeding and/or chasing the ducks is prohibited.
- G Activities that violate any Village Ordinance or other law are prohibited.
- H Open flames including the burning of candles is prohibited.
- I Decorations shall not be attached to the Gazebo with nails, screws, push pins or other fastening materials that do or may change the condition or appearance of the Gazebo in any way. Decorations shall not be tied or attached to any trees, vegetation or structures in the Park.

Section 7 Facility Use Regulations

- A Except for the temporary seating, if any, that is shown on the attached plan, this Agreement only covers the Gazebo and is only for the hours requested and approved. The remainder of Children's Park and the equipment in it are and will remain open for use by the public.
- B In the event a Village function conflicts with an individual's or organization's reservation for use of the Gazebo, the Village's event shall have priority. The individual or organization will be allowed to re-schedule its event or receive a refund of the entire amount paid without penalty.
- C The Village shall have the right and discretion to cancel this Agreement and any permission granted to the applicant to use the Gazebo or to refuse to rent the Gazebo to the applicant in the future if the individual or organization fails to abide by the terms of this Agreement.



- D The applicant shall leave the Gazebo clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the Park.
- E Children 12 years old and younger shall be supervised by an adult at all times, and the children are not permitted to chase or feed the ducks at any time.

Section 8 Indemnification, Damage Responsibility and Liability Insurance

- A For and in consideration of the grant by the Village of Lake Orion for the use of the Gazebo in Children's Park as requested, the Applicant hereby agrees to fully hold harmless, defend and indemnify the Village of Lake Orion and all of its officers, officials and employees with respect to all claims, losses, damages, causes of action, judgments, costs and expenses including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon the Village of Lake Orion, and/or its officers, officials and employees by reason of or arising out of the grant or exercise of the rights granted by the Village of Lake Orion to Applicant.
- B Applicant shall be responsible for any costs and expenses incurred by the Village in repairing or replacing any parts of the Gazebo or other Village property in the Park that is damaged during and as a result of the Event.
- C A Certificate of Insurance naming the Village of Lake Orion as an "additional insured" and "Certificate Holder" and indicating comprehensive general liability coverage of not less than \$1,000,000.00 is required from any organization seeking to rent the Gazebo. Such certificate shall be received by the Village of Lake Orion prior to this Agreement being signed by the Village.
- D An individual seeking to rent the Gazebo shall provide to the Village a copy of his homeowners insurance policy with a minimum of \$100,000.00 liability coverage and with an expiration date subsequent to the date for which use of the Gazebo is being sought.

Section 9 Amendments

The Village of Lake Orion reserves the right to amend the terms of this Agreement as conditions warrant it. The applicant will be notified if such amendment in any way impacts on the use of the Gazebo for the date(s) indicated above.

I acknowledge and represent that I have read the terms of this Agreement, that all persons using the Gazebo and Park shall abide by all terms of this Agreement and that if I am signing on behalf of an organization, that I have the legal authority to do so and bind that organization to this Agreement.

Witnesses: (Print names below signatures)

Cherie Hedrick

CHERIE HEDRICK

LB

LYNSEY BLOUGH

Signed Amy Cole
Signature

Amy Cole
Print name

President - Orion Art Center
Organization & Title



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

REQUEST TO USE OF VILLAGE EQUIPMENT

APPLICANT INFORMATION

Applicant Name: Amy Cole Business Name: Orion Art Center

Address: 115 S. Anderson St. City, State, Zip: Lake Orion, MI 48362

Applicant Phone #: 248-693-4986 Applicant E-Mail: info@orionartcenter.org

EVENT / PROJECT DESCRIPTION

Describe Use/Project Activity: _____

2025 Art and Flower Fair

Use of Equipment Begins – Day: Friday May 16, 2025 Time: 9 am (Parking lot 3 only)

Use of Equipment Ends – Day: Sunday May 18, 2025 Time: 8 pm

EQUIPMENT TO BE USED Please describe in detail below

Barricades Temporary closure signage Trash cans Other

~~Parking lot 3 will need to be closed for set-up roads will not need to be closed until Saturday~~
May 17 at 6 am.

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damaged or missed property at actual cost plus 20% for administrative costs.

Signature of Applicant: *Amy Cole* Date: 1/15/25

*** To Be Completed by Village Administration ***

Issued:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

Returned:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

EQUIPMENT USAGE PROVISIONS

In an effort to minimize loss of equipment or to avoid subjecting people or agencies to potential accusations, the Village is requiring all equipment such as barricades, cones, or fire hydrants to be signed out prior to usage (effective March 15, 1999).

For street and parking lot closures:

The Lake Orion Police Department and Department of Public Works will review the application and decide if the proper equipment (barricades/cones/etc.) was requested and will make changes to the application as necessary.

Use of fire hydrants:

Fire hydrant reducers/hose spigot will be installed on the proper hydrant by the Department of Public Works. The hydrant will be turned on upon installation. In no case shall the hydrant be tampered with. The DPW reserves the right to place a meter on all spigots to monitor water use and bill usage accordingly in the Village sees fit.

General guidelines:

- Equipment will be delivered on site by the Department of Public Works. Locations and site map will be provided by the Police Department in the case of street/parking lot closures. The PD will be in charge of properly closing street and parking lots on the day of the event.
- The applicant will sign a release accepting responsibility for the property at the time of application.
- When the event or activity is complete, the Department of Public Works will pick up the equipment and give a proper accounting to Village Administration at which time the DPW will sign the release form indicating the date and time the property was returned. The applicant may request a copy of the completed release form for their records.
- All equipment will be picked up and returned to inventory by the Department of Public Works on the first business day following the event.
- The applicant will be responsible for any damaged or missing property and will be invoiced for same with payment due upon receipt of invoice.



Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

SPECIAL EVENTS EMERGENCY CONTACT LIST

This information will be provided to Department of Public Works, Lake Orion Police Department, Fire Department, and Village Staff in order to assist with any event day emergencies. Please list important contacts for the areas of your event.

Contact Name	Cell Phone	Event Area (ex: food tent, boat launch, etc)
Holly Nicosia	248-941-2604	General Event Staff
Amy Cole	248-877-5273	General Event Staff
Julie Sugg	248-884-5097	General Event Staff



Village of Lake Orion

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www.lakeorion.org

TEMPORARY USE OF VILLAGE RIGHT-OF-WAY
 (PROPERTY, STREETS AND SIDEWALKS)

APPLICANT INFORMATION

Applicant Name: Amy Cole Business Name: Orion Art Center
 Applicant Phone #: 248-693-4986 Address: 115 S. Anderson St. PO BOX 674
 Applicant E-Mail: info@orionartcenter.org City, State, Zip: Lake Orion, MI 48362

TYPE OF TEMPORARY USE

Property/Right-of-way will be used for: Building Maintenance Business Sale/Event Utility Installation
 Briefly Describe Use/Project Activity: Art and Flower Fair 2025

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) Downtown Lake Orion
 Temporary Use of Right-of-Way Begins – Day: Saturday May 17, 2025 Time: 6:00 am
 Temporary Use of Right-of-Way Ends – Day: Sunday May 18, 2025 Time: 8:00 pm

ADDITIONAL REQUIRED INFORMATION

Please place your initials next to the items in the applicable column to acknowledge that all items are included with your application.

Required for Special Event Applications	Required for General Obstruction of Public ROW Only
<input type="checkbox"/> Anticipated Attendance	<input type="checkbox"/> Sketch of Project Area
<input type="checkbox"/> Event Map	<input type="checkbox"/> Hold Harmless Agreement
<input type="checkbox"/> Hold Harmless Agreement	<input type="checkbox"/> Barrier Plan/ Safe Route Plan
<input type="checkbox"/> License Agreement (if applicable - to be approved by Village Council)	Additional Items for Excavation / Construction on Public Property
<input type="checkbox"/> Parking Plan	<input type="checkbox"/> Application Fee
<input type="checkbox"/> Sign Application (if applicable)	<input type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Copy of License
<input type="checkbox"/> Approvals from all applicable outside agencies	<input type="checkbox"/> \$1,000 Escrow Deposit
	<input type="checkbox"/> Construction Detail
	<input type="checkbox"/> Soil Erosion Sedimentation Control

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damage done to any street or sidewalk and that I must fully cooperate with all Village departments. Failure to cooperate may lead to immediate revocation of this permit by the Village of Lake Orion.

Signature of Applicant: Amy Cole Date: 1/15/25

*** To Be Completed by Village Administration ***

APPROVAL / COMMENTS BY

Police Chief: [Signature] Date: 2-26-25

Special Events: Condition of approval is that the applicant must make arrangements for barricades and detour signs at least one week prior to event. When Flint Street is closed, temporary STOP signs must be installed on both eastbound and westbound Shadbolt at Anderson Street and any other locations that the Police Chief deems necessary.

Fire Chief: _____ Date: _____

DPW Director: [Signature] Date: 2-26-25

Village Council: _____ Date: _____

OR

Village Manager: _____ Date: _____

Conditions of Approval: _____



Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Fire Department
Phone: (248) 391-0304, ext. 2000
Fax: (248) 309-6993

March 18, 2025

Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362

RE: 2025 Lake Orion Flower and Art Fair

Lake Orion Village Council,

It is the recommendation of the Orion Township Fire Department that the event, 2025 Lake Orion Flower and Art Fair, be approved with the following conditions.

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. Vendor tents shall only be placed in the parking spaces along the curb.
3. Full access shall be maintained in the center of the roads.
4. No obstructions in the intersections, this includes no blocking of any alleys.
5. The event coordinator shall contact Fire Prevention Division at 248-391-0304 ext2000 prior to the event opening to the public.
6. Event coordinator shall ensure that any food trucks have a valid 2025 permit for operation.

John Pender

John Pender, Assistant Fire Chief
Orion Township Fire Department

VILLAGE OF LAKE ORION

Receipt: 0000048894 03/20/25

Section 7, Item G.

21 E CHURCH
LAKE ORION, MI 48362-3287
United States

(248) 693-8391

Cashier: BLOUGHL
Received Of: ORION ART CENTER

115 S ANDERSON
LAKE ORION MI 48362

The sum of: 350.00

APPL FEE	2 @ 25			50.00
		101-000-607-000	50.00	
UTSPROW	1 @ 75			75.00
		101-000-607-000	75.00	
SIGNTMP2	1 @ 75			75.00
		101-000-607-000	75.00	
ELEC FEE	1 @ 50			50.00
		101-000-607-000	50.00	
GAZEBORT	GAZEBO RENTAL SECURITY			100.00
		101-000-653-000	100.00	
			Total	350.00

TENDERED:	CREDIT CARD	pi_3R4jUMGbbNaN9o2	350.00
TENDERED:	Credit Card Fee	pi_3R4jUMGbbNaN9o2	10.83

Signed: _____



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC: Receive and File of Invoice Distribution Report for March 25, 2025

RECOMMENDED MOTION:

To receive and file the bills in the amount of \$81,873.60 of which \$ 26,337.30 are DDA bills for a net total of \$55,536.30 and to receive and file the DDA bills.

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item H.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 000 REVENUE					
101-000-279-000	RETIREE HEALTHCARE-RETIREE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE APRIL 2025	1,028.72	None
101-000-281-004	VLO 23-04 WEST VILLAGE PUD	MCKENNA ASSOCIATES, INC.	SERVICES JAN 1- JAN 31	382.50	None
101-000-281-004	PUD 55 ELIZABETH	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU FEBRUAY	503.25	None
101-000-281-012	MYSTIC COVE	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU FEBRUAY	181.50	None
101-000-281-018	PENINSULA PRE CONSTRUCTION	MCKENNA ASSOCIATES, INC.	SERVICES JAN 1- JAN 31	202.50	None
101-000-607-000	VARIANCE REVIEW REFUND	AUER DESIGN	424 ALGENE VARIANCE REVIEW REFUND	150.00	None
101-000-607-000	VARIANCE REVIEW REFUND	AUER DESIGN	424 ALGENE VARIANCE REVIEW REFUND	150.00	None
Total Department 000 REVENUE				2,598.47	
Department: 215 VILLAGE CLERK					
101-215-801-000	S-13 PAGES	AMERICAN LEGAL PUBLISHING	2025 S-14 SUPPLEMENTAL PAGES	688.80	None
101-215-801-000	SHIPPING AND HANDLING	AMERICAN LEGAL PUBLISHING	2025 S-14 SUPPLEMENTAL PAGES	46.78	None
101-215-801-000	BZA MINUTES MAR 6 25	SMITH, DANIELLE	MARCH 6, 2025 BZA MEETING MINUTES	150.00	None
101-215-960-000	MILEAGE \$0.70/MI X 266	BLOUGH, LYNSEY	MMAC 2025 CLERK INSTITUTE TRAINING MI	186.20	None
Total Department 215 VILLAGE CLERK				1,071.78	
Department: 253 FINANCE TREASURY					
101-253-957-000	LYNSEY BLOUGH - FOIA TRAIN	THE ROSSOW GROUP	FREEDOM OF INFORMATION ACT TRAINING	205.00	None
Total Department 253 FINANCE TREASURY				205.00	
Department: 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE APRIL 2025	900.15	None
101-260-722-000	CLERICAL OFFICE 6.38%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	238.42	None
101-260-722-000	ELECTED OFFICIALS .26%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	9.72	None
101-260-722-000	MUNICIPAL EMPLOYEE 1.28%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	47.83	None
101-260-722-001	LIFEGUARDS .98%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	36.62	None
101-260-727-000	TOILET PAPER VILLAGE HALL	AMAZON CAPITAL SERVICES	TOILET PAPER	60.53	None
101-260-730-000	01/21/25-2/21/25 BASE 0227	XEROX CORPORATION	COPIER LEASE FEBRUARY	241.22	None
101-260-730-000	COLOR 022736473	XEROX CORPORATION	COPIER LEASE FEBRUARY	172.92	None
101-260-730-000	B/W 022736473	XEROX CORPORATION	COPIER LEASE FEBRUARY	18.84	None
101-260-730-000	BASE CHARGE 022736474	XEROX CORPORATION	COPIER LEASE FEBRUARY	91.09	None
101-260-920-000	20 E SHADBOLT ACCT # 1030	CONSUMERS ENERGY	MARCH BILL	18.00	None
101-260-920-000	21 E CHURCH ACCT# 1030 170	CONSUMERS ENERGY	MARCH BILL	1,833.98	None
101-260-930-000	VILLAGE OFFICE JAN-FEB	PL CARPET CLEANING	MONTHLY CLEANING JANUARY -FEBRUARY	1,344.00	None
101-260-930-000	ACCT 28473094 VILLAGE MONT	ORKIN PEST CONTROL	MONTHLY PEST BILL APRIL 2025	114.00	None
101-260-930-000	MATS FOR VILLAGE OFFICE 3/	Darwe1 ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	205.45	None
Total Department 260 GENERAL ACTIVITIES				5,332.77	
Department: 721 PLANNING AND ZONING					
101-721-829-000	PROFESSIONAL VIRTUAL HOURS	MCKENNA ASSOCIATES, INC.	SERVICES JAN 1- JAN 31	1,732.50	None
101-721-832-001	PROFESSIONAL ON SITE HOURS	MCKENNA ASSOCIATES, INC.	SERVICES JAN 1- JAN 31	2,880.00	None
101-721-832-001	JAN 1-JAN 31	MCKENNA ASSOCIATES, INC.	VILLAGE OWNED PROPERTY INVENTORY & MA	1,220.50	None
101-721-832-001	JAN 1- JAN 31 2025	MCKENNA ASSOCIATES, INC.	STRATEGIC ACTION PLAN PROJECT # 24-00	825.00	None
101-721-840-000	MONTHLY RETAINER	MCKENNA ASSOCIATES, INC.	SERVICES JAN 1- JAN 31	1,750.00	None
Total Department 721 PLANNING AND ZONING				8,408.00	
Department: 751 PARKS AND RECREATION					
101-751-801-000	PARKS & RECREATION 3.45%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	128.93	None
101-751-931-000	DOCK CLEATS	AMAZON CAPITAL SERVICES	DOCK CLEATS	25.88	None
101-751-931-000	DOCK CLEAT	AMAZON CAPITAL SERVICES	DOCK CLEATS	26.88	None
Total Department 751 PARKS AND RECREATION				181.69	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item H.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-806-000	M629 GENERAL ENGINEERING	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THR	812.50	None
101-880-811-000	101	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU FEBRUAY	2,014.50	None
101-880-811-000	FEES	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU FEBRUAY	47.68	None
Total Department 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER				2,874.68	
Total Fund 101 GENERAL FUND				20,672.39	
Fund: 202 MAJOR STREET FUND					
Department: 260 GENERAL ACTIVITIES					
202-260-722-000	STREET OPERATONS 11.87%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	443.58	None
Total Department 260 GENERAL ACTIVITIES				443.58	
Total Fund 202 MAJOR STREET FUND				443.58	
Fund: 203 LOCAL STREET FUND					
Department: 260 GENERAL ACTIVITIES					
203-260-722-000	STREET OPERATIONS 11.87%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	443.58	None
Total Department 260 GENERAL ACTIVITIES				443.58	
Total Fund 203 LOCAL STREET FUND				443.58	
Fund: 207 POLICE FUND					
Department: 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE APRIL 2025	900.15	None
207-301-722-000	POLICE OFFICERS 33.5%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	1,251.90	None
207-301-722-000	VOLUNTEER POLICE OFFICERS	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	325.12	None
207-301-730-000	POLICE PRINTER RICOH CONTR	U.S. BANK EQUIPMENT FINANC	RICOH CONTRACT PAYMENT POLICE PRINTER	119.72	None
207-301-730-000	COPY CHARGES BW-\$13.92 COL	APPLIED INNOVATION	POLICE COPY MACHINE USAGE MARCH	71.07	None
207-301-730-000	FREIGHT	APPLIED INNOVATION	POLICE COPY MACHINE USAGE MARCH	2.84	None
207-301-801-000	LIVE SCAN FINGERPRINT SERV	STATE OF MICHIGAN	LIVE SCAN INV. 551-652803	84.00	None
207-301-802-000	PROSECUTIONS	BEIER HOWLETT, P.C.	PROSECUTIONS-SERVICES THRU FEBRUARY 2	6,656.62	None
207-301-802-000	POLICE	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU FEBRUAY	297.00	None
207-301-804-000	SHERIFF DISPATCH SERVICES	OAKLAND COUNTY TREASURER	SHERIFF DISPATCH SERVICES FEBRUARY IN	3,840.00	None
207-301-865-000	POLICE	ROAD COMMISSON FOR OAKLAND	FUEL FOR DPW & POLICE FEBRUARY 2025	657.01	None
207-301-932-000	OIL CHANGE / MAINT VEHIC	SKALNEK FORD	POLICE VEHICLE 503/502 OIL CHANGE /	80.85	None
207-301-932-000	OIL CHANGE / MAINT VEHIC	SKALNEK FORD	POLICE VEHICLE 503/502 OIL CHANGE /	80.85	None
207-301-957-000	SARAH KIMBALL - FOIA TRAIN	THE ROSSOW GROUP	FREEDOM OF INFORMATION ACT TRAINING	205.00	None
207-301-977-000	GLOCK 9MM PISTOLS MODEL 45	KIESLER POLICE SUPPLY	POLICE FIREARM PURCHASE	7,215.00	None
Total Department 301 POLICE/SHERIFF/CONSTABLE				21,787.13	
Total Fund 207 POLICE FUND				21,787.13	
Fund: 225 DEPT OF PUBLIC WORKS FUND					
Department: 000 REVENUE					
225-000-634-000	BRIGGS/FLEMING TENT REFUND	MODETZ FUNERAL HOME	TENT REFUNDS	200.00	None
Total Department 000 REVENUE				200.00	
Department: 276 CEMETERY					
225-276-740-000	BLACK 20.5" BLADES	WEINGARTZ-WATERFORD	LANDSCAPE SUPPLIES	155.94	None
225-276-740-000	10W-40 4 CYCLE OIL	WEINGARTZ-WATERFORD	LANDSCAPE SUPPLIES	27.96	None
225-276-740-000	OIL FILTER	WEINGARTZ-WATERFORD	LANDSCAPE SUPPLIES	39.98	None
225-276-740-000	BLACK DIAMOND TRIMMER LINE	WEINGARTZ-WATERFORD	LANDSCAPE SUPPLIES	79.99	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item H.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 225 DEPT OF PUBLIC WORKS FUND					
Department: 276 CEMETERY					
225-276-740-000	REDMAX 2 CY OIL 5.2 OZ 2 G	WEINGARTZ-WATERFORD	LANDSCAPE SUPPLIES	65.97	None
225-276-748-000	24X12 FOUNDATIONS	GENESEE VALLEY VAULT INC.	FOUNDATION	70.00	None
225-276-748-000	36X16 FOUNDATIONS	GENESEE VALLEY VAULT INC.	FOUNDATION	66.00	None
225-276-748-000	30X16 FOUNDATIONS	GENESEE VALLEY VAULT INC.	FOUNDATION	100.00	None
225-276-801-000	CEMETERY OPERATIONS 4.48%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	167.42	None
225-276-930-000	GRAVEL 21AA LIMESTONE	LOU'S TRANSPORT	21AA GRAVEL LIMESTONE	187.46	None
225-276-930-000	TRUCKING DELIVERY	LOU'S TRANSPORT	21AA GRAVEL LIMESTONE	273.98	None
225-276-930-000	FUEL SURCHARGE	LOU'S TRANSPORT	21AA GRAVEL LIMESTONE	10.96	None
Total Department 276 CEMETERY				1,245.66	
Department: 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE APRIL 2025	3,343.42	None
225-441-722-000	BUILDING OPERATIONS 8.74%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	325.61	None
225-441-740-000	BOLTS	GREAT LAKES ACE HARDWARE	MISC FASTENERS	0.89	None
225-441-740-000	WASHER FLUID	O'REILLY AUTOMOTIVE, INC.	REPAIR AND MAINTENANCE	19.74	None
225-441-740-000	PROPANE FOR ASPHALT MACHIN	LAKE ORION EQUIPMENT RENTA	PROPANE	19.25	None
225-441-740-000	MASTER KEY AND DPW KEY COP	COMERICA BANK	KEYS FOR VILLAGE HALL	80.00	None
225-441-741-000	WAND END PRESSURE WASHER	WEINGARTZ-WATERFORD	EQUIPMENT REPAIR	107.70	None
225-441-820-000	VEST	UHAN'S DEPARTMENT STORE	CLOTHING ALLOWANCE	67.50	None
225-441-820-000	WINTER HAT	UHAN'S DEPARTMENT STORE	CLOTHING ALLOWANCE	30.00	None
225-441-820-000	GLOVES	UHAN'S DEPARTMENT STORE	CLOTHING ALLOWANCE	9.50	None
225-441-821-000	INVOICE 1390354714	UniFIRST	UNIFORM CLEANING	123.91	None
225-441-821-000	INVOICE 1390353040	UniFIRST	UNIFORM CLEANING	106.66	None
225-441-821-000	INVOICE 1390356391	UniFIRST	UNIFORM CLEANING	106.66	None
225-441-821-000	INVOICE 1390351186	UniFIRST	UNIFORM CLEANING	106.66	None
225-441-865-000	DPW	ROAD COMMISSON FOR OAKLAND	FUEL FOR DPW & POLICE FEBRUARY 2025	796.76	None
225-441-865-000	FUEL TRUCK 6	COMERICA BANK	FUEL	55.47	None
225-441-920-000	362 CASS ACCT# 1030 1701 1	CONSUMERS ENERGY	MARCH BILL	1,330.84	None
225-441-920-000	333 CASS ST ACT # 1030 170	CONSUMERS ENERGY	MARCH BILL	0.00	None
225-441-930-000	C300 ENTRY LEVERS	COMERICA BANK	REPAIR SECURITY DOOR HANDLES	320.00	None
225-441-930-000	RE KEY LOCKS ON HANDLES	COMERICA BANK	REPAIR SECURITY DOOR HANDLES	40.00	None
225-441-930-000	CC FEE	COMERICA BANK	REPAIR SECURITY DOOR HANDLES	10.80	None
225-441-932-000	WINDOW RIGHT FRONT	WEINGARTZ-WATERFORD	EQUIPMENT REPAIR	356.74	None
225-441-932-000	TRIM SEAL DOUBLE BULB	WEINGARTZ-WATERFORD	EQUIPMENT REPAIR	70.99	None
225-441-932-000	FITTING	O'REILLY AUTOMOTIVE, INC.	REPAIR AND MAINTENANCE	4.69	None
225-441-932-000	WIPER BLADES	O'REILLY AUTOMOTIVE, INC.	REPAIR AND MAINTENANCE	66.48	None
225-441-932-000	HEADLIGHT CAPSULE	O'REILLY AUTOMOTIVE, INC.	REPAIR AND MAINTENANCE	30.39	None
225-441-932-000	REPAIR PARTS AND LABOR OF	MOTO-MEDIC INC.	EMERGENCY REPAIR	2,055.31	None
Total Department 441 DEPARTMENT OF PUBLIC WORKS				9,585.97	
Total Fund 225 DEPT OF PUBLIC WORKS FUND				11,031.63	
Fund: 231 PARKING METER/SYSTEM FUND					
Department: 333 PARKING					
231-333-722-000	PARKING METERS .96%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	35.88	None
Total Department 333 PARKING				35.88	
Total Fund 231 PARKING METER/SYSTEM FUND				35.88	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item H.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					
248-260-851-000	ACCT 8529101420028897	COMCAST	TELEPHONE/INTERNET	205.78	None
248-260-920-000	ACCT 100062995376	CONSUMERS ENERGY	FEB 7 - MARCH 7 2025	341.57	None
248-260-921-000	ACCT 920009543389 - 910 S	DTE ENERGY	STREET LIGHTS	179.32	None
248-260-921-000	ACCT 910018071993 - 165 S	DTE ENERGY	STREET LIGHTS	25.46	None
248-260-921-000	ACCT 920009680652 - 24 FR	DTE ENERGY	STREET LIGHTS	19.35	None
248-260-921-000	ACCT 910040951824 - 380 S	DTE ENERGY	STREET LIGHTS	79.59	None
248-260-921-000	ACCT 910040951774 - 38 S W	DTE ENERGY	STREET LIGHTS	111.71	None
248-260-921-000	ACCT 910040951725 - 22 SHA	DTE ENERGY	STREET LIGHTS	533.34	None
248-260-921-000	ACCT 910040951659 - 38 E F	DTE ENERGY	STREET LIGHTS	1,105.77	None
248-260-921-000	ACCT 910040951600 - 491 BR	DTE ENERGY	STREET LIGHTS	194.41	None
248-260-941-000	OFFICE RENT - APRIL, MAY J	NICK SCHILLACE	RENT - APRIL-JUNE	4,200.00	None
248-260-942-000	LAKE ORION DDA	CRYSTAL WATER COMPANY	WATER	25.00	None
Total Department 260 GENERAL ACTIVITIES				7,021.30	
Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				7,021.30	
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023					
Department: 901 905					
301-901-950-000	FINAL DEMOLITION	PETERSON BROTHERS CO	FINAL DEMOLITION	19,316.00	None
Total Department 901 905				19,316.00	
Total Fund 301 DOWNTOWN DEV BOND PROJECT 2023				19,316.00	
Fund: 592 WATER AND SEWER FUND					
Department: 548 SEWER ACTIVITIES					
592-548-722-000	SEWER OPERATION .28%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	10.46	None
592-548-801-000	FEBRUARY 2025	GREAT LAKES WATER AUTHORIT	INDUSTRIAL SPECIFIC RETAIL	840.72	None
Total Department 548 SEWER ACTIVITIES				851.18	
Department: 556 WATER ACTIVITIES					
592-556-722-000	WATER OPERATIONS 7.25%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT	270.93	None
Total Department 556 WATER ACTIVITIES				270.93	
Total Fund 592 WATER AND SEWER FUND				1,122.11	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item H.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
101			GENERAL FUND	20,672.39	
202			MAJOR STREET FUND	443.58	
203			LOCAL STREET FUND	443.58	
207			POLICE FUND	21,787.13	
225			DEPT OF PUBLIC WORKS FUND	11,031.63	
231			PARKING METER/SYSTEM FUND	35.88	
248			DOWNTOWN DEVELOPMENT AUTHORITY FUND	7,021.30	
301			DOWNTOWN DEV BOND PROJECT 2023	19,316.00	
592			WATER AND SEWER FUND	1,122.11	
Total For All Funds:				<u>81,873.60</u>	



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24th, 2025

TOPIC: Acceptance of donated funds from LOLA to support attendance of the Michigan Sheriffs Association (MSA) Marine Training for LOPD.

BACKGROUND BRIEF:

On March 19, 2025, the Lake Orion Lake Association (LOLA) approved funding in the amount of \$1,300 to be donated to the Lake Orion Police Department to support the attendance of two marine officers at an advanced Marine Training Academy in Holland, Michigan. The funding will cover the officers' tuition, lodging, food, and transportation expenses, while LOPD will cover officer salary and benefits. The training will provide essential instruction on a variety of key topics, including Marine Safety Laws, Arrest Powers and Limitations, Navigation, Officer Safety on the Lake, Trailering and Towing a Boat, Search and Rescue Operations, Boat Handling, Rescue Operations, Accident Investigation, and Boat Inspections. This training is designed to enhance the skills and knowledge of local marine officers, ensuring greater safety and effectiveness in responding to boating incidents and emergencies on Lake Orion.

The training will provide a valuable return on investment by enhancing the capabilities of our marine unit, improving boating safety, and ensuring more effective response to emergencies on Lake Orion.

RECOMMENDED MOTION:

Administration is requesting that Village Council accept \$1,300 donation from LOLA to fund 2 officers to attend the MSA State Marine Training Academy.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC Appointments to Board of Ethics

BACKGROUND BRIEF:

On October 9, 2023, Council adopted the Ethics Ordinance. Section 30.66 (a)(4) states that the Board of Ethics shall be made up of three (3) persons who may or may not be residents of the Village who have legal, administrative or other desirable qualifications. The purpose of the Board of Ethics is when there is a question or complaint as to the applicability of any provision of this code to a particular situation, that question or complaint shall be directed to the Board of Ethics. It shall then be the function of the Board of Ethics to conduct hearings and/or issue an Advisory Opinion, as applicable. The Village has received two (2) applications for the Board of Ethics, and the Board of Ethics posting has been posted several times throughout the past year in the Oakland Press and the Lake Orion Review. Administration is preparing to advertise the position again in the hopes of obtaining at least one more application.

The Village Council has scheduled interviews for Board applicants for March 24, 2025, beginning at 6:00 PM. The Village has received six (6) applications for the Board positions. One applicant is not eligible due to his residence out of state and inability to attend meetings in person as required by the Michigan Open Meetings Act. One application was received after interviews were scheduled.

Board of Ethics members serve for three-year staggered terms, except that the first appointments shall be for one-, two-, and three-year terms. Board of Ethics members shall hold no other Village office. A supermajority of Council must vote in the affirmative to approve an appointment to the Board. Council may also appoint up to two alternates to the Board to serve in the absence or abstention of a regular member.

SUMMARY OF PREVIOUS COUNCIL ACTION:

10/09/2023 – Council adopted the Ordinance creating the Board of Ethics and establishing an ethics policy for the Village.

07/22/2024 – Council received the two applications and requested that administration research appropriate interview questions and to bring back to Village Council at a Special Meeting, to be determined at a later date, which appropriate questions to ask in upcoming Ethics Board Interviews.

02/10/2025 – Council authorized the Village Manager to continue to advertise for the Board of Ethics for two more months, approved the interview questions as presented, and scheduled interviews with all available Board of Ethics candidates on March 24, 2025 at 6:30 PM.

03/10/2025 – Council changed the Special Meeting time on March 24, 2025 from 6:30 pm to 6:00 pm.

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

#1 – To appoint _____ to the Board of Ethics for a term of one (1) year to expire on June 30, 2026.

#2 – To appoint _____ to the Board of Ethics for a term of two (2) years to expire on June 30, 2027.

#3 – To appoint _____ to the Board of Ethics for a term of three (3) years to expire on June 30, 2028.

#4 – To appoint _____ to the Board of Ethics as an alternate member for a term of one (1) year to expire on June 30, 2026.

#5 – To appoint _____ to the Board of Ethics as an alternate member for a term of two (2) years to expire on June 30, 2027.



Village of Lake Orion
 21 E. Church Street
 Lake Orion, MI 48362

OFFICE USE ONLY	
Meets Required	<u>Section 10, Item A.</u>
Will Attend / Unable to Attend	

APPLICATION FOR VILLAGE OF LAKE ORION ETHICS BOARD

Thank you for your interest in serving on the Ethics Board. The purpose of this form is to provide the Village of Lake Orion with basic information about applicants considered for appointment. NOTE: Completed applications are included in the Village Council agenda packet. The information included on this form is open to the public. All Board members are subject to the provisions of the Ethics Ordinance (Chapter 30 §30.60).

(Please print clearly)

Name Craig Beaulieu

Phone [REDACTED]

Residential Address [REDACTED]

Email * [REDACTED]

Residential City, Zip [REDACTED]

Length of Residence 15 years

Business Address 30200 Telegraph Rd
Suite 300

Occupation Manager at non-profit

Business City, Zip Bingham Farms, MI 48025

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

My education and work experience in the mental health and medical fields have provided me with a variety of moral and ethical issues that have been addressed and confronted during my professional career.

List your related employment experience After obtaining both my Bachelor's and Master's degrees, and having worked in leadership positions for the past 25 years, I have been a part of numerous ethical dilemmas and conversations

List your related community activities Volunteer work with elderly and work with local food pantries.

List your related educational experience Bachelor's degree and Master's degree. Previous attendance at ethics seminars and conferences

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Lake Orion from which you or they derive direct compensation or financial benefit?

N/A

If yes, please explain: _____

Do you currently have a relative serving on any Village of Lake Orion boards/committees to which you have applied?
No

Are you an elector (registered voter) in the Village of Lake Orion? Yes

Signature of Applicant Craig Beaulieu 

2/13/25
Date

Return the completed and signed application form to: Village of Lake Orion, Village Clerk, 21 Church Street, Lake Orion, MI 48362

Updated 11/21/2025

*By providing your email to the Village, you agree to receive news & notifications from the Village of Lake Orion.

APPLICANT: [Name]
ADDRESS: [Address]
CITY: [City]

Village of Lake Orion
Planning Department
15000 Lakeshore Drive
Lake Orion, MI 48450

APPLICANT'S STATEMENT OF WORK - ORIGINAL PROJECT DESCRIPTION

The applicant is requesting a change in the project description for the proposed development. The original project description was submitted on [Date]. The proposed change is detailed below.

(Continued on next page)

Project Name: [Name]
Address: [Address]
City: [City]
State: [State]
Zip: [Zip]

The applicant is requesting a change in the project description for the proposed development. The original project description was submitted on [Date]. The proposed change is detailed below.

The applicant is requesting a change in the project description for the proposed development. The original project description was submitted on [Date]. The proposed change is detailed below.

The applicant is requesting a change in the project description for the proposed development. The original project description was submitted on [Date]. The proposed change is detailed below.

The applicant is requesting a change in the project description for the proposed development. The original project description was submitted on [Date]. The proposed change is detailed below.

RECEIVED
FEB 18 2025
VILLAGE OF LAKE ORION

David M. Carlson, PhD



February 22 2025

Village Hall
21 E. Church Street
Lake Orion MI 48362

Dear Sirs:

I would be very happy and privileged to join the Board of Ethics. Here are a few of my credentials and some background that I think will qualify me as a potential member:

- I graduated from Lake Orion Community High School (LOCHS) in 1958.
- I served 2 tours of duty with the US Army; the second tour of which was during the early Vietnam war.
- In 2019 I was inducted into the LOCHS Hall of Fame for high school alumni.
- I received a BS (Math), a MS (Industrial Administration), and a PhD (Engineering) from the University of Michigan (UoM). I have also done post-doctoral course work at UoM, Pepperdine University and Stanford.
- I currently teach at the University of California-Irvine and Chapman University. My course at Chapman includes classes on ethics.
- I am enclosing my book, *Death by Ego*, and direct your attention to the Appendix on Ethics.
- My father (Martin Carlson) published the Lake Orion Review for more than 20 years and his fanatical belief in the free press and ethics helped form my own views.

My schedule is very flexible and my use of zoom and other remote online collaboration tools is extensive.

I look forward to hearing from you and am ready to serve on this very important body.

A handwritten signature in cursive script that reads "David M. Carlson".

Enc: *Death by Ego*

Dr. J. M. Conner, PhD
209 Forest Hill
Leominster, MA 01453
508-535-2222

February 25, 2025

Village Hall
21 E. Church Street
Lake Orion, Michigan
48046

Dear Dr. Conner,
I am writing to you regarding the information you provided regarding your research on the impact of climate change on the environment. I am very interested in your findings and would like to discuss them further.

In 2019, I was introduced to your work through a presentation at a conference. I was particularly impressed by the data you presented and the conclusions you drew. I would like to know more about the methodology you used and the implications of your findings.

I am currently working on a project related to climate change and would like to see if there are any opportunities for collaboration. I would be happy to discuss this further and explore how we might work together.

Please let me know if you are available for a meeting. I can be reached at [phone number] or [email address]. I look forward to hearing from you soon.

Thank you for your time and consideration. I am sure we will find a way to work together on this important issue.

Sincerely,
[Name]
[Title]

RECEIVED
FEB 27 2025
VILLAGE OF LAKE ORION



Village of Lake Orion

21 E. Church Street
Lake Orion, MI 48362

OFFICIAL
Meets Required <u>Section 10, Item A.</u>
Will Attend / Unable to Attend

APPLICATION FOR VILLAGE OF LAKE ORION ETHICS BOARD

Thank you for your interest in serving on the Ethics Board. The purpose of this form is to provide the Village of Lake Orion with basic information about applicants considered for appointment. NOTE: Completed applications are included in the Village Council agenda packet. The information included on this form is open to the public. All Board members are subject to the provisions of the Ethics Ordinance (Chapter 30 §30.60).

(Please print clearly)

Name Lisa M. Flynn

Phone [REDACTED]

Residential Address [REDACTED]

Email * [REDACTED]

Residential City, Zip [REDACTED]

Length of Residence 4 months

Business Address _____

Occupation Physician (retired)

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I recently

moved back to MI from AZ (8yrs). I am eager to get involved in my new community. I have formal education in ethics and board member experience. I am retired and available as needed.

List your related employment experience Chair Ethics Committee Harper Hospital (DMC), Commander Army Forward Surgical Team, Various hospital leadership roles, Board member Assoc of Physician Leadership in Care Mgt (APLCM) (2019-2021)

List your related community activities Board member Oakland University Alumni Assoc (2005 to 2015), Court Appointed Special Advocate (CASA) in Arizona (2021-2024)

List your related educational experience Master's degree in Healthcare Ethics from Creighton University, teaching ethics to surgical residents at Wayne State University School of Medicine

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Lake Orion from which you or they derive direct compensation or financial benefit? No

If yes, please explain: _____

Do you currently have a relative serving on any Village of Lake Orion boards/committees to which you have applied? No

Are you an elector (registered voter) in the Village of Lake Orion? No (Orion Twp)

Signature of Applicant Lisa M. Flynn

Date 17 FEB 25

Return the completed and signed application form to: Village of Lake Orion, Village Clerk, 21 Church Street, Lake Orion, MI 48362

RECEIVED
FEB 20 2025
VILLAGE OF LAKE ORION



Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362

OFFICE USE ONLY	
Meets Required	Section 10, Item A.
Will Attend / Unable to Attend	

APPLICATION FOR VILLAGE OF LAKE ORION ETHICS BOARD

Thank you for your interest in serving on the Ethics Board. The purpose of this form is to provide the Village of Lake Orion with basic information about applicants considered for appointment. NOTE: Completed applications are included in the Village Council agenda packet. The information included on this form is open to the public. All Board members are subject to the provisions of the Ethics Ordinance (Chapter 30 §30.60).

(Please print clearly)

Name Skip KOHN Phone [REDACTED]
 Residential Address [REDACTED] Email * [REDACTED]
 Residential City, Zip [REDACTED] Length of Residence 15 years
 Business Address [REDACTED] Occupation RETIRED

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

non-attorney Montana City Judge in the towns of Darby, Stevensville & Pinedale for 14 years.

List your related employment experience City Judge, realtor, property manager.

List your related community activities Lake Orion Library volunteer for 15 years. Oxford Fish

List your related educational experience Fourteen years of extensive judicial education, Associate Degree in Social Work. Licensed realtor & property manager.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Lake Orion from which you or they derive direct compensation or financial benefit?

If yes, please explain: _____

Do you currently have a relative serving on any Village of Lake Orion boards/committees to which you have applied?
NO

Are you an elector (registered voter) in the Village of Lake Orion? yes

Signature of Applicant B. Kohn Date 02-21-25

RECEIVED
FEB 24 2025
VILLAGE OF LAKE ORION

27 E FLINT STREET, 2ND FLOOR
LAKE ORION, MICHIGAN 48362
(248) 814-9470 PH
(248) 814-8231 FX

OF COUNSEL
KENNETH R. SASSE
CAROLE M. STANYAR
BARBARA A. PATEK
RHONDA SPENCER POZEHL

January 29, 2024

Village Clerk
Village of Lake Orion
21 E Church St
Lake Orion MI 48362

re: Application for Village Ethics Board

Dear Clerk:

Enclosed please find my application to be a member of the Village of Lake Orion Ethics Board.

Thank you in advance for your consideration of this application.

Sincerely,



Kenneth M. Mogill

//
encl



Village of Lake Orion

21 E. Church Street
Lake Orion, MI 48362

OFFICE

Section 10, Item A.

Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR VILLAGE OF LAKE ORION ETHICS BOARD

Thank you for your interest in serving on the Ethics Board. The purpose of this form is to provide the Village of Lake Orion with basic information about applicants considered for appointment. NOTE: Completed applications are included in the Village Council agenda packet. The information included on this form is open to the public. All Board members are subject to the provisions of the Ethics Ordinance (Chapter 30 §30.60).

(Please print clearly)

Name Kenneth M Mogill Phone [REDACTED]
Residential Address [REDACTED] Email * Kmogill@mizethicslaw.com
Residential City, Zip [REDACTED] Length of Residence 38 yrs
Business Address 27 E Flint St, 2nd Floor Occupation Attorney

Business City, Zip Lake Orion MI 48362

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
See Attached

List your related employment experience _____

List your related community activities _____

List your related educational experience _____

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Lake Orion from which you or they derive direct compensation or financial benefit? No

If yes, please explain: N/A

Do you currently have a relative serving on any Village of Lake Orion boards/committees to which you have applied? No

Are you an elector (registered voter) in the Village of Lake Orion? No - Registered Voter

Signature of Applicant _____ Date 1/29/2024

Return the completed and signed application form to: Village of Lake Orion, Village Clerk, 21 Church Street, Lake Orion, MI 48362 Updated 11/21/2023

*By providing your email to the Village, you agree to receive news & notifications from the Village of Lake Orion.

Reason for interest:

For over 30 years, my law practice has been concentrated in the field of professional ethics, including providing ethics advice to municipal law departments, prosecutors' and defender offices, judges and private attorneys and law firms on a broad range of ethics issues.

Related employment:

I have been in private practice for 52 years, with my office being located in the Village for the past 21 years. Since 2002, I have been an adjunct professor at Wayne State University Law School, where I have taught legal ethics since 2006.

Related community activities:

I have long been active in the State Bar of Michigan and other bar-related activities. I am a past chairperson of the State Bar's Standing Committee on Professional Ethics and have been a member of various State Bar and Michigan Supreme Court *ad hoc* committees addressing ethics-related issues. I am currently a member of the Michigan Supreme Court's Justice for All Task Force. I am also a long-time member of the local Federal Bar Association's Ethics Committee. I am a frequent speaker at conferences and seminars on issues related to legal ethics and have written multiple journal articles on various aspects of legal ethics.

Educational experience:

I earned my bachelor of arts degree with honors in honors political science from the University of Michigan in 1968 and my juris doctor degree from the University of Michigan Law School in 1971.



Village of Lake Orion
21 E. Church Street
Lake Orion, MI 48362

OFFICE	Section 10, Item A.
Meets Required	
Will Attend / Unable to Attend	

APPLICATION FOR VILLAGE OF LAKE ORION ETHICS BOARD

Thank you for your interest in serving on the Ethics Board. The purpose of this form is to provide the Village of Lake Orion with basic information about applicants considered for appointment. NOTE: Completed applications are included in the Village Council agenda packet. The information included on this form is open to the public. All Board members are subject to the provisions of the Ethics Ordinance (Chapter 30 §30.60).

(Please print clearly)

Name Chad Scribner
 Residential Address [REDACTED]
 Residential City, Zip [REDACTED]
 Business Address 958 Walden Rd

Phone [REDACTED]
 Email [REDACTED]
 Length of Residence 4 years
 Occupation Real Estate Agent

Business City, Zip Lake Orion, 48359

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied, With my experience of inspecting millions of dollars worth of life-saving drugs and Michigan real estate education and business, I will provide a fair, impartial, and independent perspective that will benefit the people.

List your related employment experience Pharmaceutical quality assurance, Michigan real estate agent code of ethics, equal opportunity, and fair housing training.

List your related community activities Election Inspector for Lake Orion.

List your related educational experience Bachelor of Science in Biochemistry and MBA; includes college-level ethics course.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Lake Orion from which you or they derive direct compensation or financial benefit?

If yes, please explain: No

Do you currently have a relative serving on any Village of Lake Orion boards/committees to which you have applied? No

Are you an elector (registered voter) in the Village of Lake Orion? No

Signature of Applicant Chad Scribner

Date 05 July 2024

Return the completed and signed application form to: Village of Lake Orion, Village Clerk, 21 Church Street, Lake Orion, MI 48362

LM on 2/4/2025 - LB



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC Sidewalk Improvement Program District #1 – Preparation of Special Assessment Roll

BACKGROUND BRIEF:

Administration solicited competitive sealed bids for the District #1 sidewalk improvements. A total of 502 companies were notified of the bid opportunity, 57 companies downloaded the bid documents, and 13 companies submitted bids. Bids were required to be submitted electronically. One company submitted their bid by hard copy in person, and the bid was rejected and not opened. The bids were opened publicly on March 20. Attached are the bid results. The bids are good for 90 days (until June 18, 2025).

Administration recommends using the bid unit prices from low bid #3 due to the fact that the Village has not yet verified the qualifications of the low bidder and because the Council can always reduce the unit costs for special assessments but would need to hold another special assessment public hearing if the Council needed to increase the unit costs. If Council finds these costs acceptable, Council should direct the Assessor to prepare the proposed special assessment roll and schedule a public hearing for April 28. If the Council determines to proceed with the project and approves the special assessment roll, the Council will also award the contract for the project.

SUMMARY OF PREVIOUS COUNCIL ACTION:

01/27/2025 – Council adopted the Village of Lake Orion Sidewalk Improvement Program Policy as presented and authorized Village Administration to begin work on the preparation of the FY 2025-26 sidewalk improvement project and special assessment processes as outlined in the Village Manager’s project schedule. Council also adopted the resolution setting a needs public hearing on proposed sidewalk improvements to the Village of Lake Orion Sidewalk Improvement Program District #1 and directed the Village Clerk to publish and mail a notice of the same to affected real property owners.

02/10/2025 – Council adopted a finding that the public convenience or necessity requires that the Sidewalk Improvement Program District #1 as proposed by the Department of Public Works shall be considered for improvement and directed the Village Manager to file with the Village Clerk an estimate in writing showing the number of square feet of sidewalk required to be built or rebuilt adjacent to each lot or parcel or parcels of land.

02/24/2025 – Council accepted the report from Administration detailing the estimated costs for Sidewalk Improvement Program (SWIP) District #1 showing the number of square feet of sidewalk required to be built or rebuilt adjacent to each lot or parcel or parcels of land that will be subject to special assessment; and directed the Village Manager to prepare bid specifications and contract documents and to proceed to competitively bid the District #1 sidewalk improvement project, with bid results to be presented to Council for consideration for further action.

FINANCIAL IMPACT:

If, after public hearing on the proposed special assessment roll, Council determines to proceed with the sidewalk improvement project, the District #1 sidewalk repairs will cost \$17,607 if the contract is awarded to the apparent low bidder. The costs will be covered through special assessments and contributions from the Village’s General Fund.

RECOMMENDED MOTION:

#1 – To direct the Assessor to prepare the proposed special assessment roll for the 2025 Sidewalk Improvement Program – District #1 utilizing the unit costs contained in low bid #3 from JS Development LLC for the purpose of calculating the proposed special assessments for each parcel.

#2 – To schedule a public hearing on the proposed special assessment roll for 2025 Sidewalk Improvement Program (SWIP) – District #1 for Monday, April 28, 2025, at 7:30 PM, and direct the Village Clerk to publish and mail the required notices regarding the same.



VILLAGE OF LAKE ORION
2025 SIDEWALK IMPROVEMENTS

BID DATE: 20-Mar-25
PROJECT # O676

BIDDERS ----->
12 BIDDERS
5 ITEMS

Section 10, Item B.

BETTER2ENTERPRISE	BIRMINGHAM SEALCOAT	FERGUSON MANSONRY, INC.	GREAT LAKES CONTRACTING	JS DEVELOP
47001 FEATHERED COUNTRY SHELBY TOWNSHIP, MI 48316 315 555 7915	47000 VAN DYKE AVE SHELBY TOWNSHIP, MI 48317 555 732 1885	3000 MILETT AVE STERLING HEIGHTS, MI 48312 555 555 2375	3175 SIMONE INDUSTRIAL DRIVE SHELBY TOWNSHIP, MI 48316 555 557 1155	15210 WEST STAR BLVD SHELBY TOWNSHIP, MI 48315 555 732 1535

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	
1	Sidewalk, Remove	2,427	SF	\$2.50		\$6,067.50	\$9.30		\$22,571.10	\$7.00		\$16,989.00	\$5.00		\$12,135.00	\$2.50		\$6,067.50	
2	Sidewalk, Conc, 4"	1,951	SF	\$10.00		\$19,510.00	\$9.20		\$17,949.20	\$15.00		\$29,265.00	\$8.50		\$16,583.50	\$6.50		\$12,681.50	
3	Sidewalk, Conc, 6"	164	SF	\$12.00		\$1,968.00	\$18.00		\$2,952.00	\$18.00		\$2,952.00	\$9.50		\$1,558.00	\$8.50		\$1,394.00	
4	Sidewalk, Conc, 4" w/ Thickened Edge	160	SF	\$15.00		\$2,400.00	\$16.00		\$2,560.00	\$18.00		\$2,880.00	\$11.00		\$1,760.00	\$8.50		\$1,360.00	
5	Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF	\$65.00		\$9,880.00	\$19.50		\$2,964.00	\$24.00		\$3,648.00	\$18.00		\$2,736.00	\$14.50		\$2,204.00	
-	Aggregate Base 21 AA	3	CY	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			
-	MDOT 5E/4E HMA Remove & Replace, 3"	25	SF	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			
-	Trimming Tree Roots	20	Ea	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			
-	Restoration	5	SY	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			
BASE BID TOTALS ----->						\$39,825.50			\$48,996.30			\$55,734.00			\$34,772.50			\$23,707.00	
BID SECURITY (5% MINIMUM) ADDENDA ACKNOWLEDGED REMARKS				X N/A				X N/A				X N/A				X N/A			

**DRAFT
LOW BID 3**

**DRAFT BID TABULATION
ORGANIZED IN OPENING ORDER
NO ADDRESS INFORMATION**



VILLAGE OF LAKE ORION
2025 SIDEWALK IMPROVEMENTS

BID DATE: 20-Mar-25
PROJECT # O676

BIDDERS ----->
12 BIDDERS
5 ITEMS


Section 10, Item B.

L ANTHONY CONSTRUCTION	LUIGI FERDINANDI & SON	OROZCO'S CONCRETE & CONST.	PRIME CONSTRUCTION & EXCAV.	SANTOS CE
00000 DEMO ROAD BELLEVILLE, MI 48111 784 481 1300	45100 VAN DYKE SHELBY TOWNSHIP, MI 48814 588 738 8100	1000 SAK TRAIL OXFORD, MI 48870 210 320 2201	00021 GRATZ AVENUE NEW HAVEN, MI 48840 500 710 0000	2701 AUBURN AUBURN HILLS, MI 48000 248 350 7075

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT
1	Sidewalk, Remove	2,427	SF	\$6.00		\$14,562.00	\$1.73		\$4,198.71	\$2.00		\$4,854.00	\$1.00		\$2,427.00	\$1.50		\$3,640.50
2	Sidewalk, Conc, 4"	1,951	SF	\$12.00		\$23,412.00	\$7.90		\$15,412.90	\$11.00		\$21,461.00	\$11.00		\$21,461.00	\$5.50		\$10,730.50
3	Sidewalk, Conc, 6"	164	SF	\$10.00		\$1,640.00	\$10.74		\$1,761.36	\$12.50		\$2,050.00	\$12.50		\$2,050.00	\$6.00		\$984.00
4	Sidewalk, Conc, 4" w/ Thickened Edge	160	SF	\$10.00		\$1,600.00	\$11.44		\$1,830.40	\$12.50		\$2,000.00	\$15.00		\$2,400.00	\$6.00		\$960.00
5	Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF	\$14.00		\$2,128.00	\$18.54		\$2,818.08	\$20.00		\$3,040.00	\$25.00		\$3,800.00	\$8.50		\$1,292.00
-	Aggregate Base 21 AA	3	CY	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL		
-	MDOT 5E/4E HMA Remove & Replace, 3"	25	SF	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL		
-	Trimming Tree Roots	20	Ea	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL		
-	Restoration	5	SY	INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL			INCIDENTAL		
	BASE BID TOTALS ----->					\$43,342.00			\$26,021.45			\$33,405.00			\$32,138.00			\$17,607.00
	BID SECURITY (5% MINIMUM) ADDENDA ACKNOWLEDGED REMARKS			X N/A			X N/A			X N/A			X N/A			X N/A		

**DRAFT
LOW BID 1**

**DRAFT BID TABULATION
ORGANIZED IN OPENING ORDER
NO ADDRESS INFORMATION**

 VILLAGE OF LAKE ORION 2025 SIDEWALK IMPROVEMENTS				STAFFORD LANDSCAPING & IRRIG.			TRESEMER CONCRETE & EXCAV.										
BID DATE: 20-Mar-25 PROJECT # 0676				BIDDERS -----> 12 BIDDERS 5 ITEMS				374 DOVE ROAD FORT HURON, MI 48838 810 387 3838			4076 WEEBROOK CASSC, MI 48834 388 727 1888			(VILAGE'S ESTIMATE) per DPW 00001 using HFE items		AVERAGE UNIT PRICE (BIDDER 1-3 ONLY)	
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	BIDDER'S AMOUNT	COMPUTED AMOUNT	UNIT PRICE	AMOUNT		Unit Cost	Unit Cost	Unit Cost		
													SANTOS	STAFFORD	JS DEVEL.		
1	Sidewalk, Remove	2,427	SF	\$1.25		\$3,033.75	\$3.50		\$8,494.50		\$1.75		\$1.50	\$1.25	\$2.50	Sidewalk, Remove	
2	Sidewalk, Conc, 4"	1,951	SF	\$8.00		\$15,608.00	\$7.00		\$13,657.00	\$14.42	\$28,133.42	\$6.67	\$5.50	\$8.00	\$6.50	Sidewalk, Conc, 4"	
3	Sidewalk, Conc, 6"	164	SF	\$8.50		\$1,394.00	\$8.00		\$1,312.00	\$15.42	\$2,528.88	\$7.67	\$6.00	\$8.50	\$8.50	Sidewalk, Conc, 6"	
4	Sidewalk, Conc, 4" w/ Thickened Edge	160	SF	\$8.00		\$1,280.00	\$8.00		\$1,280.00	\$14.42	\$2,307.20	\$7.50	\$6.00	\$8.00	\$8.50	Sidewalk, Conc, 4" w/ Thickened Edge	
5	Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF	\$8.75		\$1,330.00	\$8.00		\$1,216.00	\$15.42	\$2,343.84	\$10.58	\$8.50	\$8.75	\$14.50	Curb Ramp, Conc, 6" w/ Detectable Warning	
-	Aggregate Base 21 AA	3	CY	INCIDENTAL			INCIDENTAL			INCIDENTAL							
-	MDOT 5E/4E HMA Remove & Replace, 3"	25	SF	INCIDENTAL			INCIDENTAL			INCIDENTAL			\$7.00	\$9.25	\$9.00	Cost per SF 4" including removal	
-	Trimming Tree Roots	20	Ea	INCIDENTAL			INCIDENTAL			INCIDENTAL			\$7.50	\$9.75	\$11.00	Cost per SF 6" including removal	
-	Restoration	5	SY	INCIDENTAL			INCIDENTAL			INCIDENTAL							
BASE BID TOTALS ----->						\$22,645.75			\$25,959.50		\$35,313.34						
BID SECURITY (5% MINIMUM) ADDENDA ACKNOWLEDGED REMARKS				X N/A	DRAFT LOW BID 2				X N/A	DPW total	\$38,611.40						

**DRAFT BID TABULATION
ORGANIZED IN OPENING ORDER
NO ADDRESS INFORMATION**

2025 DISTRICT 1 SIDEWALK IMPROVEMENTS LOCATION LIST

140 E Jackson	32						
207 N Slater	120						
	152						
	2427						

Property Address	Flags Needed	Description	Link to photo
101 W Church St	3	Sinking	https://ast.silversmithinc.com/maintenance.php?deviceId=43950175&districtId=300
103 N Broadway St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563885&districtId=300
111 E Flint St	3	Uneven surfaces, Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43952785&districtId=300
111 W Church St	8	Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43949993&districtId=300
117 E Church St	4	Alligator cracking	https://ast.silversmithinc.com/maintenance.php?deviceId=43563928&districtId=300
120 S Broadway St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952724&districtId=300
123 S Slater St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952811&districtId=300
140 E Flint St.	1	Settling, Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43952813&districtId=300
140 E Flint St.	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952814&districtId=300
140 E Jackson St	2	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952827&districtId=300
144 N Washington St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952839&districtId=300
144 N Washington St	1	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952840&districtId=300
144 N Washington St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952841&districtId=300
145 Hauxwell Dr	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952838&districtId=300
165 S Broadway St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952715&districtId=300
17 S Broadway St	1	Vertical displacement	https://ast.silversmithinc.com/maintenance.php?deviceId=43952722&districtId=300
201 N Lapeer St	4	Cracks, Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43563879&districtId=300
207 N Slater St	6	Heaving, Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43563919&districtId=300
209 E Flint St	1	settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952795&districtId=300
209 E Flint St	2	Settling, Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43952797&districtId=300
209 E Jackson St	2	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952830&districtId=300
21 E Church St	4	Cracked	https://ast.silversmithinc.com/maintenance.php?deviceId=43563843&districtId=300
211 E Church St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563927&districtId=300
218 N Anderson St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563917&districtId=300
225 E Shadbolt St	1	Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43563901&districtId=300
229 E Jackson St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952831&districtId=300
229 E Jackson St	1	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952832&districtId=300
230 E Church St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563921&districtId=300
240 E Flint St	2	settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952808&districtId=300

242 N Anderson St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952846&districtId=300
248 N Lapeer St	2	Cracked	https://ast.silversmithinc.com/maintenance.php?deviceId=43952857&districtId=300
248 N Lapeer St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952861&districtId=300
249 N Lapeer St	2	uneven surface/heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43950318&districtId=300
250 N Park Blvd	2	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43563864&districtId=300
28 N Slater St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952794&districtId=300
28 N Slater St.	6	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952792&districtId=300
305 E Jackson	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952834&districtId=300
305 E Jackson St	2	Settling, Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952836&districtId=300
317 E Jackson St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952837&districtId=300
330 N Anderson St	4	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563914&districtId=300
357 E Flint St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952771&districtId=300
357 E Flint St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952772&districtId=300
40 N Washington St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952804&districtId=300
42 W Church St	2	Cracked	https://ast.silversmithinc.com/maintenance.php?deviceId=43952850&districtId=300
437 e Flint St	3	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952774&districtId=300
44 E Shadbolt St	2	uneven surface	https://ast.silversmithinc.com/maintenance.php?deviceId=43563887&districtId=300
44 E Shadbolt St	2	Not Selected	https://ast.silversmithinc.com/maintenance.php?deviceId=43563896&districtId=300
44 N Slater St	4	Cracks, Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952788&districtId=300
450 N Park Blvd	1	Cracked	https://ast.silversmithinc.com/maintenance.php?deviceId=43563859&districtId=300
47 E Flint St	8	Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43563931&districtId=300
505 E Flint St	1	Settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952753&districtId=300
505 E Flint St	2	Settling, Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952755&districtId=300
52 S Slater St	2	settling	https://ast.silversmithinc.com/maintenance.php?deviceId=43952812&districtId=300
55 W Elizabeth St	2	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43563855&districtId=300
566 E Flint St	1	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952760&districtId=300
567 E Flint St	4	Heaving	https://ast.silversmithinc.com/maintenance.php?deviceId=43952758&districtId=300
59 N Washington St	2	Cracks	https://ast.silversmithinc.com/maintenance.php?deviceId=43952800&districtId=300
80 Perry St	2	pooling	https://ast.silversmithinc.com/maintenance.php?deviceId=44998841&districtId=300

Sidewalk Connections list

District 1 Village of Lake Orion

Church St- between Broadway and Lapeer St s. side of Rd.

Hauxwell St – from Flint St both sides all the way north

N Slater St.- from Jackson to church east side of Rd.

Washington St.- from Shadbolt to Jackson east side of Rd.

Florence St- Flint St north into Blanche Simms Elementary

DISTRICT #1 SIDEWALK PROJECT SCHEDULE

1. **January 27, 2025** – Adoption of Sidewalk Improvement Program Policy
2. **January 27, 2025** – Adopt resolution scheduling Sidewalk Improvement Program District #1 Project needs public hearing for February 10, 2025, to provide an opportunity for affected property owners to protest the need to repair sidewalk abutting their properties
3. **January 28, 2025** – Administration will mail out notices to affected property owners regarding the public hearing and the proposed improvements to sidewalk abutting their properties
4. **February 10, 2025** – Village Council conducts a needs public hearing, receives comments on the proposed sidewalk improvements from affected property owners, and either adopts, rejects, or modifies and adopts a resolution determining that the public convenience or necessity requires that any sidewalk shall be considered for improvement and directing the Village Manager to file with the Village Clerk an estimate in writing showing the number of square feet of sidewalk required to be built or rebuilt adjacent to each lot or parcel or parcels of land
5. **February 20, 2025** – Village Administration submits to the Village Clerk an estimate in writing showing the number of square feet of sidewalk required to be built or rebuilt adjacent to each lot or parcel or parcels of land named in the Council resolution
6. **February 21, 2025** – Village Clerk delivers copy of Council resolution and Village Administration’s estimate to each affected property owner
7. **February 24, 2025** – Village Administration submits estimate to the Village Council for consideration; Council accepts or rejects estimate, and, if accepting, directs the Village Manager to prepare bid specifications and contract documents and to proceed to competitively bid the sidewalk improvement project
8. **March 24, 2025** – Village Administration submits bid results to Village Council, together with an estimate of the cost of improvement to sidewalk abutting each affected property; Council directs the Village Assessor to prepare special assessment roll; Council schedules public hearing on special assessment roll for April 28, 2025
9. **March 25, 2025** – Village Clerk sends notice of special assessment roll public hearing together with description of sidewalk improvements abutting each affected property together with estimate of cost
10. **April 28, 2025** – Council conducts special assessment roll public hearing and adopts resolution determining to proceed with project; Council awards contract for sidewalk improvements
11. **July 1, 2025** – Special assessments billed with taxes; due by August 31, 2025
12. **July – August 2025** – Sidewalk Improvement Project District #1 improvements completed

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

VILLAGE OF LAKE ORION
DEPARTMENT OF PUBLIC WORKS

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1



BIDS DUE:
Thursday, March 20, 2025
Time: 2:00 p.m.
Village Clerk's Office
21 E. Church St.
Lake Orion, MI 48362

PRE-BID MEETING:
NONE

ENGINEER

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
(248) 332-7931

NFE Job No. O676

CONTRACT DOCUMENTS
2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

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Plans Sheet 1 of 1

MDOT Detail R-28-J

Appendix A – Location of the Work

**VILLAGE OF LAKE ORION
ADVERTISEMENT FOR BIDS**

Proposals will be received virtually by the office of the Village Clerk via www.bidnetdirect.com at **2:00 p.m., local time, Thursday, March 20, 2025**, after which time the bids will be publicly opened at **2:30 p.m. local time, Thursday, March 20, 2025 in person** at 21 E. Church St., Lake Orion, Michigan 48362, and read by the Clerk and the amounts of the bids noted for the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

The Village of Lake Orion is seeking bids for replacement of sidewalk flags with non-reinforced concrete pavement at various marked locations in District #1 in the northeast area of the Village. Work includes removal and replacement of individual concrete sidewalk flags. Flags have been marked by the Village.

The estimated quantities involved in this work consist principally of the following:

Sidewalk, Remove	2427	SF
Sidewalk, Conc, 4"	1951	SF
Sidewalk, Conc, 6"	164	SF
Sidewalk, Conc, 4" w/ Thickened Edge	160	SF
Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF
Aggregate Base 21 AA	3	CY
MDOT 5E/4E HMA Remove & Replace, 3"	25	SF
Trimming Tree Roots	20	Ea
Restoration	5	SY

Starting Thursday, March 6, 2025, Bidding Documents must be obtained online from the Michigan Inter-Governmental Trade Network (MITN) website via BidNet Direct www.bidnetdirect.com. For questions about MITN, refer to [Purchasing & Bidding | Lake Orion, MI](#). **All information regarding the bidding for this project must be obtained on the BidNet Direct/MITN website only.**

A certified check or a satisfactory surety bid bond for a sum not less than five (5) percent of the amount of the proposal will be required with each proposal as a guarantee of good faith and same to be subject to the conditions stipulated in the Instructions to Bidders. **A pdf version of this Certified Check or Bid Bond must be included with your Electronic Bid Submission Response.** The successful bidder will be required to furnish the original certified bid check, satisfactory performance, labor and material, and maintenance and guarantee bonds in the amount of 100% of the project prior to award.

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for Village of Lake Orion residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids.

The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the Village.

**BY THE ORDER OF:
DARWIN D.P. McCLARY, VILLAGE MANAGER
VILLAGE OF LAKE ORION**

**WESLEY SANCHEZ, DPW DIRECTOR
VILLAGE OF LAKE ORION**

INSTRUCTIONS TO BIDDERS

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- 8. Agency
- 9. Bid Deposit
- 10. INTENTIONALLY LEFT BLANK
- 11. Statement of Bidder's Qualifications
- 12. Payments
- 13. Time of Completion
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- 15. Award of Contract
- 16. Obligation to Execute Contract
- 17. Bonds
- 18. Indemnification and Insurance
- 19. Pre-Bid Meeting
- 20. Non-Discrimination Provision

INSTRUCTION TO BIDDERS

1. PROPOSALS TO BE RECEIVED

Bids or proposals for the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

will be received **virtually** by the office of the Village Clerk of the Village of Lake Orion, Michigan until **2:00 p.m., local time, on Thursday, March 20, 2025**, and thereafter will be publicly opened and read. The public opening will be held **in person** at the Village Hall, 21 E. Church St, Lake Orion, MI at **2:30 p.m., local time, on Thursday, March 20, 2025**.

Each BID must be submitted electronically on the forms provided by the Owner. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully executed when submitted and not modified in any way.

Any bid received after the stated hour specified for receipt will not be considered.

Bidders must register as a vendor on the Michigan Intergovernmental Trade Network (MITN) bid system AT NO COST in order to view the Village of Lake Orion bid opportunities and submit proposals for consideration. For questions about MITN, refer to [Purchasing & Bidding | Lake Orion, MI](#).

No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Village of Lake Orion, herein after also referred to as the Village, and the BIDDER.

2. LOCATION OF THE WORK

Various marked locations throughout District #1 in the Village of Lake Orion, further described as: See map and location list in APPENDIX A. Flags to be replaced have been marked in the field by the Village.

3. INSPECTION OF THE SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect his work.

4. CONFORMITY TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Plans, Specifications, and any Addendum for the work now on file in the office of the Village Manager. The CONTRACT DOCUMENTS contain the provisions required for the

construction of the PROJECT. Information obtained from an officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

5. BASIS ON WHICH PROPOSALS ARE SOLICITED

A. PROPOSAL SOLICITATION

Proposals may be solicited on the basis of unit prices, lump sum, or a combination of both. The proposal will clearly state which basis is used.

The lump sum price, when applied to the project, or the unit prices, when applied to the several demolition or salvage items, are to make up the total price for the entire work, exclusive of those things which are to be done or furnished by the Village, finished and complete in every particular, according to the Plans and Specifications appertaining to such work, which have been approved by the Village Council and are now on file in the office of the village Manager.

Where Proposals are solicited on the basis of unit prices for certain construction units, which are clearly set forth in the Form of Proposal, the Bidder shall state a unit price for each and every item listed in the Proposal and such prices shall be extended and totaled. If during the review of the Proposals, the Village finds any errors in any extension or total, the Village will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern. Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

The unit price for each of the several items in the Proposal shall be such that the whole of the unit prices will represent a balanced bid. Any Proposal, in which the unit prices bid for any of the several items are deemed by the Village to be manifestly unbalanced, will be subject to instant rejection.

B. STATEMENT OF QUANTITIES

The quantities indicated in the proposal show the Engineer's estimate of the construction quantities involved in the job, and bids will be computed, tested, and compared by the quantities given in the proposal. Although estimated carefully and with as much accuracy as is practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the Contract, but rather as information furnished to bidders concerning the approximate extent of the several items and as a basis for comparing bids. The Village may increase or decrease the original contract price without renegotiation of the Unit Prices.

C. MATERIALS TO BE FURNISHED BY THE VILLAGE

The Village will furnish to the Contractor, delivered at the site: **NONE**. The Contractor will receive and be responsible for all these materials from the time of their delivery to him until the time when they are received back by the Village as part of the completed and accepted structure.

D. EXTRA WORK

All extra work that may be required of the Contractor will be estimated and paid for under provisions of the General Conditions, contained within this document, which govern such work.

E. ALTERNATES

When the Proposal so provides, a price shall be stated for each listed alternate. Unsolicited alternates are not to be submitted and, if so, will not be considered in the award of the Contract and may cause the entire bid to be rejected.

Selection of whether to award the Contract on the basis of the Base Bid or utilizing one or more of the Alternates will be made on the basis of value engineering and the Village's need to keep project costs within the project budget. The Village reserves full right to make this selection. After making such selection, the award shall be made on the basis of the lowest responsive bid utilizing the Alternates selected, and evaluated in accordance with the provisions of the Purchasing Ordinance of the Village, in accordance with Article 15 of the Instructions to Bidders.

F. LEGAL CONDITIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

G. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

H. UTILITIES

Unless otherwise provided in these Specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions, and services.

6. FORM OF PROPOSALS (Pages 12 through 15)

All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the office of the Village of Lake Orion Department of Public Works.

All prices stated in the Proposal must be plainly expressed in figures only, and in the proper space or spaces provided. Prices shall be filled in, in ink or typewritten. Any corrections shall be initialed by the Bidder.

All information called for on the Proposal must be furnished to enable a fair comparison of the bids to be made. (Also see Instructions to Bidders, Section 10.)

The place of residence and phone number of each bidder, or the official address and phone number in the case of a firm or company, with County and State, must be given with the signature.

When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs or any other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

7. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

8. AGENCY

Anyone signing a proposal as agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

9. BID DEPOSIT

When the Advertisement states that security is required with the Proposal to ensure the acceptance and execution of the Contract and Bonds, no bid will be considered complete unless so guaranteed.

Each proposal must be accompanied by a certified check of guaranty or a bid bond in an amount not less than five percent (5%) of the total price, drawn upon a solvent bank to the order of the Village Treasurer of the Village of Lake Orion, or if a bond, executed by a surety

company acceptable to the Village, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

A single certified check or guaranty (bidder's) bond may serve to cover two or more alternative proposals when such alternative proposals are submitted by the same bidder.

10. INTENTIONALLY LEFT BLANK

11. STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intention of the Village to award the Contract for this job to a Contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for a statement of bidder's experience and ability in this particular class of work, and for references concerning his/her business standing and capacity. Contractor shall list the names, addresses and phone numbers of references. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If Contract is awarded to a foreign company, a certificate of authority to do business in this State must accompany the executed Contract.

The low BIDDER shall supply the names, addresses and phone numbers of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the VILLAGE.

12. PAYMENTS

Partial payments will be made to the Contractor during the satisfactory progress of the work, calculated at the rate of ninety percent (90%) of the dollar amount of the work completed, until fifty percent (50%) of the established contract amount is in place. After fifty percent (50%) of the work is in place, additional retainage shall not be withheld unless the Contractor's progress is unsatisfactory, all in accordance with Article 13 of the General Conditions hereof and Act 524 of 1980.

13. TIME OF COMPLETION

This work to be done under the proposed Contract is to begin on or before the date stipulated in the Notice to Proceed and must be completed within **120 calendar days**, unless the date for completion is extended by the Contract Documents. Time shall be considered to be of the essence of this Contract.

14. RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Village reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous to the Village to do so. In particular, any alteration, erasure, or interlineation in the Form of Contract in the Specifications which are attached hereto and made a part, specifically, of these Instructions, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the Village of Lake Orion. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred

to therein. Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the Village of Lake Orion.

15. AWARD OF CONTRACT

The Contract will be awarded to the qualified Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder's qualification and responsiveness shall be determined by the Village of Lake Orion. The Bidder to whom the award is made will be notified at the earliest possible date. The Village reserves the right to reject all bids and not award the Contract, at its sole discretion.

16. OBLIGATION TO EXECUTE CONTRACT

The Bidder whose proposal is accepted will be required to execute the Contract, in the form attached hereto, and to furnish sureties as hereafter specified, within ten days (Sundays and legal holidays excepted), after receiving notice of acceptance of bid and preparation Contract forms is completed, and in case of the successful bidder's refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award, and their certified check or guaranty (bidder's) bond may be declared to be forfeited to the Village as liquidated damages and not a penalty, and the Contract may be awarded to another.

17. BONDS

The successful bidder will be required to execute surety bonds, with sureties acceptable to the Village. One such bond shall be a Performance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 22 and 23 of the specifications. Another such bond shall be a Labor and Material Bond in the amount of 100 percent of the Contract Price on the form attached as pages 24 and 25 of the specifications. The Contractor shall also provide a Maintenance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 26 and 27 of the specifications.

18. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the VILLAGE OF LAKE ORION and the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, their elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the VILLAGE OF LAKE ORION and/or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the VILLAGE OF LAKE ORION or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, their elected and appointed officials, employees, consultants, volunteers or others working on behalf of the VILLAGE OF LAKE ORION and/or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The successful bidder shall purchase and maintain in a company or companies licensed to do business in the State of Michigan, such insurance as will protect him from claims set forth

below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts are associated with the project by any of them, may be liable.

a. **Workers Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with the limits of liability not less than **\$2,000,000**, per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; and (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions. if applicable.

c. **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of the contract, Motor Vehicles Liability Insurance, including Michigan No-Fault coverage, with limits of not less than **\$2,000,000**, per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles and all hired vehicles.

d. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insured"**. *"THE VILLAGE OF LAKE ORION, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS; ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES SPECIFICALLY INCLUDING THE DOWNTOWN DEVELOPMENT AUTHORITY, AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS" AND NOWAK & FRAUS ENGINEERS, the project consultant.* (This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.)

e. **Cancellation Notice:** Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: *"IT IS UNDERSTOOD AND AGREED THAT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION AND/OR MATERIAL CHANGE SHALL BE SENT TO: VILLAGE OF LAKE ORION, VILLAGE CLERK, 21 EAST CHURCH STREET., LAKE ORION, MICHIGAN, 48362"*.

f. **Owner's and Contractor's Protective Liability:** The contractor shall procure and maintain during the life of this contract, a separate Owner's and Contractor's Protective Liability insurance coverage of not less than **\$2,000,000**, per occurrence and/or aggregate, combined single limit, Personal Liability, Bodily Injury, and Property Damage. The Village

of Lake Orion shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

The successful bidder shall not commence work until he has obtained the insurance required under this section, nor shall the successful bidder permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates of Insurance, along with copies of original policies where applicable, acceptable to the Village, shall be filed with the Village of Lake Orion, Village Clerk, ten (10) days prior to commencement of the contract.

19. PRE-BID MEETING

NONE

20. NON-DISCRIMINATION PROVISION

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), the bidder and any subcontractors agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or due to a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. The Bidder agrees to comply with the Village of Lake Orion Human Rights Ordinance and Title VI Non-Discrimination Plan; information may be found at [DEI & Title VI Compliance | Lake Orion, MI](#) . The Bidder must include these provisions in any subcontracts associated with the project work.

CONTRACTOR: _____

EMAIL: _____

FORM OF PROPOSAL

Date: _____

To the Honorable Village Manager
Village of Lake Orion, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the 2025 SIDEWALK IMPROVEMENTS – DISTRICT #1 in full accordance with and conformity to the specifications for this work now on file in the office of the Village Department of Public Works at and for the following named prices, to wit:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Sidewalk, Remove	2427	SF	\$	\$
2	Sidewalk, Conc, 4"	1951	SF	\$	\$
3	Sidewalk, Conc, 6"	164	SF	\$	\$
4	Sidewalk, Conc, 4" w/ Thickened Edge	160	SF	\$	\$
5	Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF	\$	\$
-	Aggregate Base 21 AA	3	CY	INCIDENTAL	\$ 0.00
-	MDOT 5E/4E HMA Remove & Replace, 3"	25	SF	INCIDENTAL	\$ 0.00
-	Trimming Tree Roots	20	Ea	INCIDENTAL	\$ 0.00
-	Restoration	5	SY	INCIDENTAL	\$ 0.00

TOTAL BASE BID AMOUNT: _____

The Village of Lake Orion reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the Village, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addenda:

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Village of Lake Orion its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said Village of Lake Orion, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said Village and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said Village; and to furnish to the said Village of Lake Orion a Maintenance Bond.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of:

_____ **Dollars (\$** _____ **)**

as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said Village of Lake Orion may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said Village as liquidated damages and not as a penalty; but, otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of such contract and the acceptance of Bonds.

The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

List of Intended Rental Equipment

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

—

The undersigned refers the said Village to the following named parties for information concerning his experience, skill and business standing:

NAME, ADDRESS AND PHONE NUMBER:

Dated and signed at _____, MI on _____
(City) (Date)

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

Phone#: _____ Fax#: _____

Federal Tax I.D. Number (_____)

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Signature

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal,
and _____ as Surety, are
hereby held and firmly bound unto the Village of Lake Orion, Michigan, as OWNER in
the penal sum of:

_____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns. Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has
submitted to the Village of Lake Orion, Michigan, a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

_____ (L.S.)
Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 540 as amended) and be authorized to transact business in the State of Michigan.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the Village of Lake Orion, Oakland County, Michigan, party of the first part, hereafter called the Village, and _____, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the Village.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same within **120 calendar days**, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

_____ (\$ _____)

unless the contract price is duly changed by the contract documents.

5. The VILLAGE shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. AGREEMENT
- B. BID BOND
- C. PERFORMANCE BOND
- D. LABOR AND MATERIAL BOND

- E. MAINTENANCE BOND
- F. CHANGE ORDER (Pursuant to General Conditions, Section 9)
- G. ADDENDA:
 - No. _____, dated _____, 20 ____ .
 - No. _____, dated _____, 20 ____ .
 - No. _____, dated _____, 20 ____ .
- H. ADVERTISEMENT
- I. INSTRUCTIONS TO BIDDERS
- J. BIDDER'S PROPOSAL (Incl. final Compliance Plan as accepted by OWNER)
- K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))
- L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))
- M. PLANS
- N. NOTICE OF AWARD
- O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original, on the date first above written.

**CONTRACT AGREEMENT BETWEEN
THE VILLAGE OF LAKE ORION
AND CONTRACTOR**

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

CONTRACTOR: _____

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____

By: _____

2) _____

Its: _____

VILLAGE OF LAKE ORION

WITNESSES:

VILLAGE MANAGER

1) _____

By: _____

Darwin D.P. McClary Date

2) _____

WITNESSES:

DEPARTMENT OF PUBLIC WORKS

1) _____

By: _____

Wesley Sanchez Date

2) _____

Approved as to form:

By: _____

_____, Village Attorney

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.*

Corporate Seal

Signature

* Attach copy of corporate resolution verifying authorization of individuals named above.

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ as principal, and

_____, as surety, are held and
firmly bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the
sum of:

good and lawful money of the United States of America, to be paid to said Village of Lake Orion, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, and each and every one of them, jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to-wit:

TO COMMENCE AND COMPLETE the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if the above named principal or their legal representatives or successors, shall in all things well and truly keep and perform the covenants, conditions, and agreements in the manner and form and at the time agreed upon to be kept and performed as provided by said contract, and plans, drawings, and specifications, referred to in said contract, and as may be required by the changes, alterations, and modifications thereof, as provided in said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____(L.S.)
_____(L.S.)
_____(L.S.)

LABOR AND MATERIAL BOND TO THE VILLAGE OF LAKE ORION, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS, That _____
_____ as principal, and _____
_____, as surety, are held and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

_____ good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20_____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20_____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporation, as the same may become due and payable, all indebtedness which may arise from said principal to a subcontractor or party performing labor or furnishing materials and supplies, or any subcontractor to any person, firm or corporation on account of any labor performed or materials and supplies furnished in connection with the contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 ____.

Signed, Sealed and Delivered in the Presence of:

_____(L.S.)
_____(L.S.)
_____(L.S.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
_____ as principal, and _____

_____, as surety, are held

and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE construction of: _____

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the Village of Lake Orion that for a period of **TWO** year(s) from the date of payment of Final Estimate, to keep in good order and repair all the work, done under said contract, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the Village Engineer of the Village of Lake Orion by notice served in writing, either personally or by mail, on the principal at:

_____ or _____

legal representative, or successors, or on the surety at: _____

_____ WILL PROCEED at once to make such

repairs as directed by said Village Engineer; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Village of Lake Orion shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Village may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the Village Engineer is final and conclusive. If the said principal for a period of **TWO** year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall, whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Village of Lake Orion for any expense incurred by making such repairs, should the principal or their surety do so as hereinbefore specified, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____(L.S.)
_____(L.S.)
_____(L.S.)

GENERAL CONDITIONS

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GENERAL CONDITIONS

Article 1 - DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed. (See 1.8)
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, Labor and Material, and Maintenance Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 VILLAGE/OWNER - The Village of Lake Orion, Michigan, or its properly authorized representatives; and whenever the term "Village Council", "Village Clerk", "Director of Finance", "Village Engineer", or "Engineer", is used, it shall be understood to mean the Council, Village Manager, Clerk/Treasurer, or Engineer of the said Village.
- 1.8 LEFT BLANK INTENTIONALLY
- 1.9 CONTRACT DOCUMENTS - The Contract, including ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, BID BOND, AGREEMENT, LABOR & MATERIAL BOND, PERFORMANCE BOND, MAINTENANCE BOND, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, PLANS, SPECIFICATIONS, ADDENDA, and any other documents specifically set forth in the Agreement.

- 1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME - The number of calendar days or the completion date stated in the CONTRACT DOCUMENTS for the completion of the WORK in the CONTRACT DOCUMENTS; or the number of calendar days from the date established in the NOTICE TO PROCEED to the DATE stated in the CONTRACT DOCUMENTS for the completion of all of the WORK of the TOTAL CONTRACT; or both.
- 1.12 CONTRACTOR - The person, firm or corporation with whom the VILLAGE has executed the Agreement, or its legal representatives.
- 1.13 ENGINEER - The Village Engineer and/or the person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the VILLAGE to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the VILLAGE to the CONTRACTOR authorizing them to proceed with the WORK and establishing the date of commencement of the WORK in accordance with the CONTRACT DOCUMENTS.
- 1.17 OPEN TO TRAFFIC - That date as certified by the ENGINEER, when the WORK (PROJECT) or any section thereof is in a suitable condition for safe travel. The term "SUITABLE CONDITION FOR SAFE TRAVEL" shall be construed to mean that all work, INCLUDING the Leveling Course of Bituminous Material and all Concrete Work are complete. The PROJECT, or any portion thereof may be designated as "Accepted for Traffic" prior to completion of the whole project, and shall be opened to traffic as may be directed by the ENGINEER. In general, the term "OPEN TO TRAFFIC" shall be in accordance with Section 107.21 of the MDOT 2020 Standard Specifications for Construction.
- 1.18 **THIS SECTION IS LEFT INTENTIONALLY LEFT BLANK.**
- 1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

- 1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the VILLAGE who is assigned to the PROJECT site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship (may include SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS).
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WORK ORDER - A written order to the CONTRACTOR causing a change in WORK involving the authorization to undertake additional work at existing contract unit prices or at new contract unit prices for new items of work.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

Article 2 - PLANS AND SPECIFICATIONS

The location of the structures, roads, systems, utilities, appurtenances and improvements which are to be built, reconstructed, rehabilitated or made under this Contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawings, specifications and details in the Contract Document entitled:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

These drawings constitute the Plans according to which the work of this Contract is to be done. Additional drawings may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. All such additional drawings, made in elaboration or explanation of the original drawings, are to be considered as part and parcel of the Plans and shall be respected and followed as such by the Contractor.

The Plans are supplemented and explained by a set of technical specifications, which are appended hereto, and which describe and define the quality of materials and the character of workmanship which are to enter into the work of this Contract. These are the Specifications which are referred to in Article 1, and elsewhere in this Contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. Such additional specifications are to be considered as part and parcel of the specifications under this Contract, and shall be respected and followed as such by the Contractor.

Both Plans and Specifications are considered as essential parts of this Contract, and are intended to be cooperative. They shall be construed as supplementary each to the other, and any work called for in the Plans and not particularly mentioned in the Specifications, or described in the Specifications and not specially shown on the Plans, is to be regarded as included under this Contract the same as if fully set forth in the Specifications and exhibited on the Plans. Wherever figures or definite dimensions are given on the Plans or in the Specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in the Specifications or Plans, or if in any place the meaning of either or both shall be obscure or uncertain or in dispute, the Village Engineer shall decide as to the true intent and the Village Engineer’s decision shall be final and binding. Any such inconsistencies, omissions, or conflict noted should be called to the attention of the Engineer, and a decision on the same obtained in advance.

Article 3 – PRE-CONSTRUCTION MEETING

A pre-construction meeting will be held prior to the beginning of any work. The Engineer will schedule the meeting as soon as possible after acceptable executed contract documents are received from the Contractor.

Notice of the meeting will be made to the Owner, the Contractor, and to the following entities, contingent upon their interest in the project:

- a) Utility Companies

- b) County Road Commission
- c) Michigan Dept. of Transportation
- d) Michigan Dept. of Labor - Safety Division
- e) Other State, Local and County Agencies

The purpose of the pre-construction meeting is to discuss particular procedures and potential problem areas. The Contractor is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The Contractor shall submit in writing at the pre-construction meeting the following information:

- a) Schedule of Construction
- b) Sources of Materials-Additions or Changes from Original Submission
- c) List of Sub-Contractors-Additions or Changes from Original Submission
- d) The Designated Safety Officer on the Job including all Phone Numbers
- e) Superintendent for the Project including all Phone Numbers
- f) Foreman in Charge on the Job Site including all Phone Numbers
- g) Emergency Phone Numbers for Contractor

As noted above, the Contractor is required to submit an outline of the proposed order of work and to indicate the schedule for completion of the major categories of the work consistent with the period of time specified under Time of Completion.

Approval by the Engineer and Owner of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule and shall not under any circumstances give rise to a cause of action for damages by the Contractor.

The Contractor's schedule of construction shall indicate a critical path for completing the work consistent with the period of time specified under Time of Completion. The schedule shall indicate the numbers and types of crews that will be employed at various times on the project.

Article 4 – TESTING AND SAMPLING

- a) Where called for in the specifications, samples of materials in the quantity named shall be submitted to Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and

their certificate therefore submitted to the Engineer.

- b) The Engineer and/or the Owner shall determine which materials are required by the specifications to be factory inspected or to have chemical or physical analysis or other inspection or test. The Contractor shall furnish to the Engineer and/or Owner two copies of orders for all materials requiring such inspection or test as soon as placed. Such orders shall contain complete information, including that as to quantity, quality, dimensions, sizes, capacities and types, and shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.
- c) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by the Engineer and/or Owner at any and all times during the manufacture or construction, and at any and all places where such manufacture or construction is carried on. The Engineer and/or Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and Contractor shall promptly segregate and remove the rejected material from the premises by the contractor who was responsible for the defects in the material. If Contractor fails to proceed at once with replacement of rejected material and correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may immediately terminate the contract.
- d) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all inspections and tests that may be required by the Engineer. All inspections and tests by the Engineer and/or Owner shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. Contractor shall be charged with any additional cost of inspection when material or workmanship is not ready at the time inspection is requested by the Contractor.
- e) Should it be considered necessary or advisable by the Engineer and/or Owner any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or their subcontractor, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet requirements of the contract, the actual cost involved in the examination and replacement shall be allowed the Contractor, and they shall, in addition, if completion of the work has been delayed

thereby, be granted a suitable extension of time on account of the additional work involved.

- f) Inspection of material and finished articles to be incorporated in the work at the site may be made at place of production, manufacture or shipment stated in the specifications; and such inspections and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Article 5 - SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that they have reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3.1 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Article 6 – ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

Contractor shall examine and check all drawings and specifications furnished by Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify the Engineer, in writing, of any and all errors, omissions or discrepancies they may discover by examining and checking of same. Contractor shall not be allowed to take advantage of any such error, omission or discrepancy, as full instructions will be furnished by the Engineer, and Contractor shall carry out such instructions as if originally specified. In no case shall Contractor proceed with the work in uncertainty, and any work done by Contractor after discovery

of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

Article 7- MATERIALS AND WORKMANSHIP

It is mutually understood that all materials and workmanship furnished under this Contract shall be of the highest quality, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall bring only first class materials to the work, and they shall furnish suitable tools and equipment and shall employ competent labor to perform the work to be done. Any materials or labor or tools or equipment that shall not, in the judgment of the Engineer, be suitable or competent to produce the desired result, may be ordered from the work by the Engineer, and such materials or labor or tools or equipment shall be promptly substituted therefor by the Contractor as will meet with the approval of the Engineer. Wherever a brand or name is given, it is for the purpose of defining or establishing a type or quality of material only.

7.1 Defective Materials

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the Plans and Specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

7.2 Stored Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted directly by the Village or by other Contractors the Village employs or with street drainage, or with fire hydrants or with access thereto, and not to unreasonably inconvenience the public from access to or use of their property.

7.3 Property Rights in Surplus Materials

All excess materials excavated during the progress of the work and not required for backfilling, all timber except tree stumps cut from the right-of-way, and all other materials which have been encountered and handled during construction operations, and which constitute a disposable surplus at the end of the construction period, shall be the property of the Contractor, unless otherwise directed by the Village or its Engineer. Such materials shall be hauled and neatly piled, or hauled and dumped at the places designated by the Engineer, at no extra compensation.

7.4 Water Supply

Water for construction purposes may be taken from the Village water system from a hydrant approved by the Village, with backflow preventer as required.

Article 8 - SUPERINTENDENCE BY CONTRACTOR

8.1 Except where the Contractor is an individual and gives their personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Village and the Engineer, on the work at all times during working hours with full authority to act for the Contractor. Any orders by the Engineer given to and received by said superintendent shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of their work. The Contractor shall maintain a complete set of plans and specifications at the site.

8.2 The Contractor may set up and establish an office on or near the site. On certain large projects, the Engineer may direct the Contractor to set up an office.

8.3 The Contractor shall lay out their own work and they shall be responsible for all work executed by them under the Contract. They shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from their failure to do so.

8.4 Disorderly Employees

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

8.5 Relation to Other Contractors

The Contractor shall so conduct their operations as not to interfere with or injure the work of other Contractors or work personnel employed by the Village on adjoining or related work, and they shall promptly make good any injury or damage which may be done to such work by them or their employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on any one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being and which shall continue or whether the work on both contracts shall continue at the same time and in what manner. In case the territory of one contract should be the necessary means of access to another

contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as they may adjudge to be necessary or expedient and in the best interests of the Village. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the Village. Any difference of opinion or conflict of interest which may arise between this Contractor and other Contractors or work personnel of the Village in regard to adjoining work shall be determined and adjusted by the Engineer.

8.6 Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by the Plans and Specifications or by the express provisions of this Contract; the Engineer may, however, make such reasonable requirements as may, in their judgement, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, the Contractor shall strictly conform.

8.7 Sunday, Holiday, Night Work and Hours of Operation

No Sunday or Holiday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done, and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily, no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of their intentions to carry on such emergency work and of the time and place of doing it.

Work hours of operation will be in accordance with Village ordinances.

Article 9 - ENGINEERING SUPERVISION

The work covered by this Contract will be executed under the engineering supervision of the Village Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the Plans and Specifications that may be necessary, to supply supplementary or additional plans or specifications as they may

deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work and the Contractor shall provide such labor and assistance as the said Engineer may require in setting the same. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this Contract, by assistants under their direction or otherwise, as they may deem to be advisable or expedient; but no inspection shall relieve the Contractor of their fundamental obligation to fully respect all the requirements of their Contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

The Engineer and their duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which the Engineer may have access to such parts of the work as may be required.

Article 10 - VILLAGE'S RIGHT TO COMPLETE; SUSPENSION OR TERMINATION

It is agreed that the Village has the right, when it shall become satisfied that the work provided for in this Contract will not be completed within the time limit, to furnish additional labor and material if necessary and render such other assistance as it may deem advisable, for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings.

It is agreed that the Village Manager has the right to determine finally all questions as to proper performance of this Contract, or any part or portion thereof, and in case of improper, dilatory or imperfect performance thereof, to suspend the work at any time and to order the partial or entire reconstruction of the same, and if at any time the said Contractor shall abandon the work of this Contract or become habitually negligent of their obligations under it, or shall fail to prosecute the work with reasonable diligence, so that the time of final completion of the work shall be unnecessarily and intolerably delayed, or if they shall violate any of the provisions of the Contract, then and in such case the Village Manager may declare this Contract forfeited and may, at address given in the proposal, notify them to discontinue all work under this Contract, or any part thereof, and thereupon they shall discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the Village shall thereupon have the

right to complete the work or any part thereof by Contract or otherwise, as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances, and equipment as may be found upon the work, and to charge the expense thereof to the Contractor. Power is hereby given the Village Manager to determine all such questions under this Contract, according to the true intent and meaning thereof.

All expenses charged under this provision shall be deducted and paid by the Village of Lake Orion out of any monies then due to the Contractor under this Contract, or any part thereof, and in such accounting the Village of Lake Orion shall not be held to obtain the lowest figures for the work of completing the contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor and in case such expenses shall exceed the said sums, the Contractor shall pay the amount of the excess to the Village of Lake Orion.

Article 11 - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract, or subcontract any part of the work embraced in it, except with the written consent of the Village Manager to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all provisions of this Contract exactly as if performed by the Contractor and their immediate employees and work personnel. No such letting of the work shall, in any way, diminish or weaken the responsibility of the Contractor for all parts of the work or lessen their obligation under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Village Manager.

Article 12 - EXTRA WORK AND MODIFICATION

It is agreed that the said Contractor shall do such incidental or extra work in connection with this Contract as the Village Manager may especially order in writing. If such extra work or any part thereof be of such character that it may be definitely covered by construction items for which unit prices are named in the proposal of this Contract, then and in that case the Village will pay, and the Contractor will accept as full compensation for such extra work, or such part thereof, the amount computed by applying the unit prices to the quantities of extra work falling under the several items. Also, such extra work may be paid for at prices mutually agreed upon at the time by the Village and the Contractor. But if such extra work, or any part thereof, be of a kind which may not be definitely covered by the regular pay items of this contract, and if no price therefor has been mutually agreed upon in advance, or if the work is of such a nature that it cannot be estimated with fair exactness in advance, then the Village will pay, and the Contractor will accept as full compensation for such, an amount equal to the actual and necessary net cost in

money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen percent (15%) of such net cost for superintendence, power, the use of tools, and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor will furnish to the Village Engineer, at the end of each day, suitable time slips showing the name of and the number of hours worked by each work person employed thereon, the nature of work performed by them, and their rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price paid or to be paid therefor.

The Village may, at its discretion, furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the Village.

And it is further agreed that no claim against the Village on account of extra work shall be valid unless such extra work has been previously ordered in writing by the Village Manager, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

When it becomes necessary in the prosecution of any work or improvement under contract to make minor alterations or modifications of such contract or the plans and specifications thereof, such alterations, changes or modifications shall be made only on the written order of the Village Manager.

No such order shall be made until the price to be paid for the work or material or both and the credits, if any, to be allowed by the Village under the altered and modified Contract shall have been agreed upon in writing and signed by the Contractor and by the Village Manager.

Article 13 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

If any inconsistency, omission, or conflict is discovered in either the plans or the specifications, or if in any place the meaning of either the plans or the specifications, or both, is obscure, or uncertain, or in dispute, the Engineer will decide as to the true intent.

In case the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, or due to changed or altered conditions, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before beginning work on which the Contractor intends to base a claim and shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to give such notification or to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except that consideration will be given to claims to the extent that they are substantiated by Village records. The determination of extra compensation made by the Village, where the Contractor has failed to give proper notice of their claim for extra compensation as provided herein or has failed to afford the Engineer proper facilities for keeping strict account of actual costs, shall be final and binding on the Contractor. The filing of such notice by the Contractor and the monitoring of cost by the Engineer for said notice of claim, shall not in any way be construed to establish the validity of the claim. When the extra work in question has been completed, the Contractor shall file the claim for extra compensation with the Engineer.

Such claims shall be filed with the Engineer in accordance with the MDOT 2020 Standard Specifications for Construction. A written decision will be given to the Contractor in a timely manner, regarding the approval, partial approval, or disapproval of the Contractor's claim for extra compensation. The Village will determine procedures for reviewing the Contractor's claim.

Article 14 - EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Village because of any emergency or public necessity, or by reason of extra work ordered by the Village Engineer, or by any act, neglect, delay, or default on the part of the Village, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall be, in such case, entitled to such extensions or advancement of the time period specified in the Agreement as the Village Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this Article.

In case the Contractor shall be delayed in the fulfillment of his obligations under this Contract, from any cause whatsoever, and in case the Village shall acquiesce in the Contractor's prosecution and completion of the work, or any part of it, after the date at which it should have been finished, such acquiescence shall not operate as a waiver of any of the Village's rights under this Contract, nor shall it invalidate or in any way weaken the Contractor's bonds.

Article 15 - LIQUIDATED DAMAGES

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the Contract, and in the event that said Contractor shall fail in the due performance of the entire work to be performed under this Contract, by and at the time herein mentioned and referred to in the Agreement, or within some other certain date subsequent to this to which the time limit for completion of the work may have been advanced under provisions of Article 11, the said Contractor shall pay unto the Village as and for liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$ 1,000.00)** for each and every calendar day that the said Contractor shall be in default.

Said sum of **One Thousand Dollars (\$ 1,000.00)** per day, in view of the difficulty of estimating such damages with exactness, is agreed upon as the damages which will be suffered by the Village by reason of such default. It is also understood and agreed by the parties to this Contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this Contract; which said sum the Village shall have the right to deduct from any monies in its possession, otherwise due, or to become due to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for. (See also any Special Provisions for Liquidated Damages.)

Said liquidated damages are in addition to any actual damages which the Village may recover under the provisions of the contract.

Article 16 - PAYMENTS TO THE CONTRACTOR

16.1 Contractor's Obligation Prior to Payment

It is agreed that before the Contractor shall demand partial or final estimates or payments, the Village may require them to furnish the Village satisfactory evidence that all persons that have supplied labor or materials for the work embraced under this Contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the Village may deem necessary to meet the lawful claims of the persons aforesaid be retained by the Village from any monies that may be due or become due to them under this Contract until such liabilities shall be fully discharged and evidence thereof be furnished to the Village. The Contractor agrees to make prompt settlement for all repair expenses made by the Village as a result of the Contractor's work. Consent of the Contractor's surety will be required prior to final payment.

16.2 Village's Obligation to Pay

It is agreed that, in consideration of the faithful and entire performance by the Contractor of their obligations under this Contract, the Village shall pay to them, at the times and in the manner stipulated, the total sum as determined by calculations from the unit prices in the proposal, but diminished by such amount as the Village may lawfully retain as liquidated damages under the provisions of Article 15 herein; and the Contractor shall accept the payment of such sum as full compensation for their work under this Contract.

16.3 Progress Estimates and Payments

Progress payments shall comply with Act No. 524 Public Acts of 1980. At about the first of each month, during which satisfactory progress has been made toward the final completion of the work, the Engineer will make up an estimate of the amount and value of the work which has been done under this Contract since the date of the last preceding estimate, and will report such estimate in writing to the Village Director of Finance. Such estimates shall not be required to be made by strict measurements, or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any progress estimate may be allowed for or corrected in any subsequent estimate.

Following the rendering of such estimate by the Engineer, and as soon as practicable thereafter, the Village will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of such work. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the Village determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the Village so determines, the Village may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

The Director of Finance may require the Contractor, before the payment of any estimate, to file an affidavit showing the unpaid bills for materials or supplies of any kind furnished for this work.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of this Contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of this Contract, and not merely supplementary to it.

Disputes under this provision may be submitted to the decision of an agent, at the option of the Village, pursuant to Section 4 of Act 524 of 1980. (MCLA 125.1564).

16.4 Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and their estimates, based upon such measurements, shall be final and conclusive evidence of the amount of work performed under this Contract.

16.5 Final Estimate and Payment

As soon as practicable after the satisfactory completion of all the work included under this Contract, the Engineer will make final inspection of all the work and will make up a final estimate of the amount due to the Contractor under the terms of this Contract. At this time the Contractor shall file with the Director of Finance an affidavit stating that all bills have been paid in full for all materials, supplies and labor of every kind that have been furnished for this work, or stating the balance due for such materials, supplies and labor (See sample on Page 52). The Contractor shall file with the Village Engineer the Contractor's Declaration found on Page 51, stating that all claims for extra payments have been satisfactorily settled and there will be no further claims. Consent of the Contractor's surety shall also be filed. The Engineer will then certify this estimate to the Village Director of Finance and the Contractor will be paid the amount of said estimate, less the amounts previously paid; excepting that the Village may, at its option, reserve such amount as it may deem necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this work until such obligation shall have been paid.

Article 17 - WARRANTY MAINTENANCE

If, at any time during a two-year period from the date of payment of the final estimate, the need of any repair or replacement becomes apparent, the Village will at once notify the Contractor in writing, either personally or by mail at the address given in the proposal; and if within one week after such notification the Contractor has not made the necessary repairs, the Village may proceed to do the required work and to charge the cost thereof against the Contractor, excepting that in the case of a repair necessary to be made at once to protect life and property, then and in that case the Village may take immediate steps to repair or barricade such defects without notice to the Contractor.

Following the performance of any such repair work by the Village, and as soon as practicable thereafter, an itemized statement of the cost of such work will be sent to the Contractor by the Village. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefor shall be charged to the Contractor.

Article 18 - MICHIGAN NON-DISCRIMINATION STATUTE

It is agreed that the Contractor and their subcontractors will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor further agrees to comply with the Village of Lake Orion Human Rights Ordinance and Title VI Non-Discrimination Plan; information may be found at [DEI & Title VI Compliance | Lake Orion, MI](#) . Breach of this covenant may be regarded as a material breach of the Contract.

Article 19 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all laws of the State of Michigan relating to the employment of labor on public work, and all the charter provisions and ordinances of the Village of Lake Orion regulating or in respect to public improvements.

Article 20 - PATENTS, PATENT RIGHTS, AND TRADEMARKS

The Contractor shall indemnify, protect, defend and save the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, harmless against all claims or actions brought against the Village by reason of any actual or alleged infringement upon patent, trademark or service mark right in any article, material, process, machine or appliance used by him in this work.

Article 21 - WORK WITHIN RAILROAD, PRIVATE, STATE OR COUNTY RIGHTS-OF-WAY

All construction work within railroad, private, State or County highway rights-of-way shall be performed by the Contractor in accordance with the requirements of the rights-of-way agreement and of the railroad or highway department having jurisdiction; including procedures of excavating, backfilling, removing and replacing pavement, maintaining and safeguarding traffic, inspection procedures of jacking pipes and encasing pipes under railroads and highways, etc. All required construction permits and surety bonds shall be furnished by the Contractor before commencing work. At the conclusion of the work, the Contractor shall furnish a written statement from the railroads and highway departments that work in rights-of-way under their jurisdiction has been completed to their satisfaction.

Article 22 - PROTECTION AND SAFETY

22.1 Protection Against Accident

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and watchmen, when necessary, as will effectively prevent any accident in consequence of their work, and they shall be liable for all accidents and damages occasioned in any way by their acts or neglect, or by the acts or neglect of their agents, employees, or workmen.

22.2 Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Village, and shall turn the finished work over to the Village in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all these elements included as extra work under this Contract in exactly the same manner as the regular work is covered.

22.3 Responsibility for Adjoining Structures

The Contractor shall have full responsibility for the protection of all property, driveways, buildings, fences, and other structures, and their foundations, along (or near) the line of the work, and shall indemnify, defend and save harmless the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, against all damages or alleged damages to any such structure arising out of their work.

No driveway shall be entirely closed to travel, even temporarily, except with the written consent of the Engineer, previously obtained. Highways must be suitably posted during the period in which construction work is in progress in them, and the Contractor shall be responsible for this precaution. Suitable bridges must be built across trenches at highway crossings to facilitate travel, and this same requirement shall apply likewise to private roadways.

22.4 Responsibility for Water Courses

The Contractor shall maintain in continuous and effective service all drains and water courses touched during the progress of the work. If it should become necessary, temporarily, to divert or obstruct the flow of any such water course or

drain, written consent must first be obtained from the Engineer, and the Contractor shall assume full responsibility for the consequences.

22.5 Responsibility for Utilities

Certain underground structures and utilities have been shown as an aid to the Contractor, but the Village does not guarantee their location or that other underground structures or utilities may not be encountered. It shall be the responsibility of the Contractor to make all arrangements with the owners of the respective utilities for the establishment of their location, prior to beginning the construction.

The Contractor shall assume full responsibility for the protection of all utilities, water, sewer, gas, telephone, or any other, either public or private, along or near the line of work, and will be held responsible for any damages to such utilities arising from their operations. If for the Contractor's convenience they desires that any portion of the utilities be moved to facilitate their operations, they shall make all necessary arrangements with the owner of the respective utilities, and pay all costs resulting from this work.

In cases where utilities, water, sewer, gas, telephone or any other, either public or private, are directly in the line of the structures being constructed, such as those being within the permissible limits of a sewer excavation or pavement excavation, and the Village deems it necessary that the said utility be moved, the said company or companies, agents or superintendents will be notified by the Village Engineer to remove the same within a specified time. The Contractor shall not interfere with said utility or any portion thereof until the expiration of the time specified in said notice. The Contractor will not be held responsible for any costs resulting from this work.

In all cases where there is a dispute between the Contractor and the owner of the respective utility as to necessity of moving or repairing same within Village-owned right of way, the Village Engineer shall make the final decision in the matter, which decision shall be binding on the respective parties, and order the respective parties to proceed accordingly.

22.6 Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery from injury by work personnel, teams, or other agencies connected with their work. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins if, in the judgment of the Engineer, such precautions are necessary.

22.7 Protection of Reference Points

The Contractor shall carefully preserve monuments, bench marks, reference points and stakes and, in case of willful or careless destruction, they shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

22.8 Removal of Water

The Contractor shall provide all necessary pumps, pipes, drains, ditches, dikes, and other means for adequately protecting the work from damage by water, and he shall so protect it during the entire construction period. No direct payment will be made to the Contractor for removing or pumping water, or for any of the means employed in protecting the work against damage by water, but compensation therefor shall be considered as being included in the unit prices fixed in this Contract for the several structures.

Water pumped or delivered from trenches and excavations shall be disposed of in such manner as will not injure the public health, nor damage public or private property, nor injure any work complete or in progress.

22.9 Dust Control

The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by their operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of their responsibility.

Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited unless authorized by the Engineer.

No direct payment will be made for any such work performed or material used to control dust under this Contract.

22.10 Control of Noise

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent

ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

22.11 Erosion Control

The Contractor shall comply with the Soil Erosion and Sedimentation Control Act, Act 347 of 1972, as amended by Act 197, Public Acts of 1974 and local Village or County soil erosion control programs. Also, should the local agency determine that the construction operation is in violation of the act and cites the Village, the Contractor shall take immediate action, as directed by the Village, to insure compliance with the Act.

22.12 First Aid

The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.

22.13 Ventilation and Safety in Gas

Positive and approved means shall be provided by the Contractor for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, then ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no flame or other open light shall be used on the work. The Contractor shall be required to enforce a "no smoking" ban on all work-personnel present.

22.14 Sanitary Regulations

The Contractor shall provide for their employees an abundant and convenient supply of drinking water, taken from the Village water system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any other water in the neighborhood known to be prejudicial to the health of the workers.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of sanitary conveniences, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and conditions of maintenance of these utilities must at all times be such as will meet the approval of the Engineer.

Article 23 - CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in neat condition all the premises which they have occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, and rubbish, and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the grounds, they shall replace or put in good repair all fences, telephone poles and lines, roadways, and other property that may have been damaged by them during the progress of the work. Damage to crops within the limits of the right-of-way or street will be paid by the Village, but the Contractor must assume responsibility for all damages outside of this right-of-way.

Article 24 - PROGRESS SCHEDULE

The CONTRACTOR shall submit a Progress Schedule to the Village for review and approval prior to the pre-construction meeting.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period of _____

to _____ A.D., 20 ____ , performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Village of Lake Orion or his agents, in addition to the regular items set forth in the contract named or numbered **2025 SIDEWALK IMPROVEMENTS – DISTRICT #1** and dated _____ A.D., 20 ____ , for _____

executed between myself and the Village of Lake Orion, and in the Change Orders for work issued by the Village in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF)

The undersigned _____, hereby represents that on _____, he (it) was awarded a contract by the Village of Lake Orion, hereinafter called the Owner, to _____

_____ in accordance with the terms and conditions of Contract **2025 SIDEWALK IMPROVEMENTS – DISTRICT #1** and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D. 20 _____.

Contractor: _____
By: _____
Title: _____

Subscribed and sworn and to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____ A.D. 20 _____.

Notary Public
My Commission expires: _____

**NOTICES TO BIDDERS, SPECIFICATIONS
AND
SPECIAL PROVISIONS**

VILLAGE OF LAKE ORION

NOTICE TO BIDDERS

GENERAL REQUIREMENTS

1 of 1

NFE: JAC

04/26/22

All work shall be done in accordance with the Village of Lake Orion Standards and the Michigan Department of Transportation 2020 Standard Specifications for Construction and the latest revisions to the Standard Details as published by MDOT except as specifically modified in the Contract Documents and Supplemental Specifications.

SUPPLEMENTAL SPECIFICATIONS

These Specifications are supplemental to and form a part of the contract herewith attached, and are intended to technically describe the nature of the materials equipment, and workmanship required to complete in a workmanlike manner, the construction included in this contract. Where any conflict arises between the Supplemental Specifications and the Standard Specifications, the Supplemental Specifications shall control.

1. SIDEWALK, REMOVE

The contractor will be responsible to remove and replace only the concrete sidewalk that is marked to be removed. Existing concrete walks that are to be removed to the nearest adjacent formed joint. If no joint is in existence within five feet of the new work, a joint for breaking may be saw-cut with the approval of the inspector. All saw-cuts shall be made with a concrete saw. Payment for saw-cutting shall be considered incidental to the removal and included with the contract.

The Contractor shall exercise care when removing walks adjacent to the adjoining areas of driveways and sidewalks that are not to be removed. Any walks, drives or similar structures not intended to be removed that are broken by the Contractor shall be removed to the nearest joint and replaced at no cost to the Village.

2. CONTRACTOR'S STAMP

All concrete sidewalks shall have the Contractor's stamp imprinted in the surface at the beginning and ending flag of the replacement length. Failure to stamp the sidewalk shall be reason to remove said slabs and replace with new concrete with the stamp imprinted. The stamp shall be approximately four inches by six inches (4" x 6") outside measurements, containing the name of the Contractor and the current year in legible characters one quarter inch (1/4") deep and one inch (1") high. This stamp shall be approved by the Village prior to construction.

3. CURB RAMP, CONC 6" W/ DETECTABLE WARNING

Curb Ramp shall be constructed per MDOT 2020 Standard Specifications and detail R-28-J with a detectable warning surface, red in color, complying with ADA requirements included in the unit price for the Curb Ramp. Match ADA detectable warning surface found at existing locations within District #1 – see intersection of Jackson Street and Anderson Street.

4. SIDEWALK BASE

All new walks shall be placed only on 4" MDOT CL-II sand, smoothed, compacted and leveled to the grades established by the Inspector. All base shall be thoroughly compacted and leveled to grade. The cost for 4" MDOT CL-II sand shall be included with the unit price for Sidewalk, Conc, 4" and Sidewalk, Conc, 6".

Prior to placing the concrete, all debris, stones, dirt, roots, etc., shall be removed from the sub base. The base shall be moistened with water in such a manner as to thoroughly wet the material without forming puddles or pockets of water. No concrete shall be placed on frozen sub base.

5. AGGREGATE BASE 21 AA

All new sidewalk with thickened edge shall be placed on 4" MDOT 21AA aggregate base, compacted and leveled to the grades established by the Inspector. All aggregate base shall be thoroughly compacted and leveled to grade. The cost for MDOT 21AA aggregate shall be included with the unit price for Sidewalk, Conc, 4" with Thickened Edge.

6. HMA REMOVE AND REPLACE

All new Sidewalk, Conc, 4" with Thickened Edge shall include sawcut, removal and replacement of existing asphalt surface according to the Contract Documents or to a width necessary to form and place the sidewalk section. Wearing and Leveling courses shall be MDOT 5E ML and 4E ML properly compacted. The cost for removal and replacement of existing asphalt surface shall be included with the unit price for Sidewalk, Conc, 4" with Thickened Edge.

7. UNDERCUT AND FILL

“UNDERCUT” shall consist of any excavation beneath the excavation for 4” or 6” sidewalk. The Inspector will determine the amount of undercut after inspecting the subgrade. Fill material, if required, shall be restricted to MDOT CL-II sand.

“FILL” shall include all fill required to replace the undercuts mentioned above, and to place the walk at the proposed grade. “FILL” shall include the placement of MDOT CL-II sand material and all necessary grading to bring the sub-base to the proper elevation for the thickness of pavement and final grade as directed by the inspector. Fill shall be placed and compacted to the required lines, grades, and cross-sections in lifts not to exceed six (6) inches in compacted depth. Each layer shall be uniformly compacted to at least 95% of maximum density as determined by the AASHTO T-180, modified proctor moisture density test at optimum moisture content ±2% by roller or vibratory equipment suitable for the type of material encountered. Payment for “UNDERCUT” and “FILL” shall be included in the contract as an incidental item, and not paid separately.

8. DUST CONTROL

The contractor shall provide adequate measures to control dust caused by this operation. The methods employed, and frequency of application shall be as approved by the Inspector. Payment for “DUST CONTROL” shall be included in the contract as an incidental item, and not paid separately.

9. DISPOSAL OF EXCESS EARTH, CONCRETE, ASPHALT, AND TREE ROOTS

Unwanted or unsuitable excavated material and tree roots will become the property of the contractor and shall be disposed of by him at no additional cost. In no case shall the mixer or transit truck be flushed out into the street pavement, into a catch basin or sewer manhole, or in any public right-of-way. Disposal sites shall comply with the provisions of Act 641 P.A. 1978, as administered by the Michigan Department of Environmental Quality.

10. RESTORATION

After the concrete has gained sufficient strength, all rails, forms, stakes and wood supports shall be removed in a manner so as not to injure the finished concrete. All exposed edges of the concrete shall be backfilled immediately. The remaining disturbed public area between the sidewalk and curb, also between the sidewalk and property line, or in areas where “FILL” has been placed, shall be finished graded to meet the existing grade. Surplus excavation and materials shall be removed from the site and the job left in a neat and workmanlike manner. All areas disturbed by the Contractor or construction activities shall be restored with 4” topsoil, seed, mulch and fertilizer as directed by the inspector. Restoration adjacent to sidewalk, and/or as a result of construction activities shall be incidental to the contract.

Topsoil shall be screened and free of all rocks, roots, and foreign debris and shall meet the following requirements:

- It shall be fertile, friable, and representative of productive soils, capable of sustaining vigorous plant growth and shall be free of clay lumps, subsoil, weeds, or other foreign matter.
- Acidity range shall be between pH 5.0 and 7.5.
- Organic content shall be not less than 5% and not greater than 30%.
- Clay content shall range between 5% and 25%.

All seed and fertilizer shall be supplied by the Contractor as part of the Project.

A. Seed

Name	Proportion	Purity	Germination
Baron Bluegrass	35%	95%	80%
Pennlawn Fescue	40%	97%	80%
Perennial Rye	25%	97%	90%

A statement of dealer guarantee of mixture, composition and purity, and germination percentages shall be furnished to the inspector. Weed content shall be 0.50 of 1%.

B. Fertilizer

Fertilizer shall be commercial, meeting the following chemical analysis: 20% nitrogen, 10% phosphorous, 10% potash, and shall conform to applicable fertilizing laws. It shall be delivered to the site in unopened containers that bear the manufacturer's statement of chemical analysis. Storage shall be in weatherproof locations to insure dryness and effectiveness. Verification of the amount of fertilizer placed must be provided to the Village in the form of tickets prior to placement.

C. Methods:

All areas to receive seed shall be smooth, uniform and free of surface irregularities. All foreign matter shall be removed.

Method of seeding is the option of the contractor; however, it shall be approved by the inspector prior to seeding operations. Fertilizer shall be applied evenly with a mechanical spreader at the rate of 20 pounds per thousand square feet and thoroughly worked into the top 2" of topsoil.

Specified seed shall be sown at the rate of 6 pounds per thousand square feet and lightly worked into surface of seedbed. The contractor shall repair any irregularities to the surface resulting from seeding operations. Verification of the amount of seed placed shall be verified in the form of tickets prior to placement.

Straw mulch shall be applied to all seeded areas. Mulch must be crimped in or tacked down.

No seeding shall be done between June 15 and August 15.

D. Establishment:

It shall be the responsibility of the contractor to provide a dense stand of specified lawn. Any area failing to produce uniform germination shall be reseeded and remulched until permanency is maintained at no additional cost to the Village. Final payment will not be made until all areas disturbed are restored with fertilizer, seed, and mulch, root systems are well established and areas are free of weed growth. The contractor shall be responsible for the maintenance (including watering) of all seeded areas until growth is established and the Village accepts the areas.

Where sidewalk is to be placed through an existing gravel driveway, any disturbance to the gravel driveway shall be restored to pre-construction condition or better with MDOT 22A gravel.

11. PROPERTY IRONS

All property irons and monuments disturbed or destroyed by the Contractor's operations shall be replaced by a Registered Land Surveyor provided by or caused to be provided by the Contractor at the Contractor's expense.

12. MAILBOXES, ETC.

Contractor shall protect all mailboxes, decorative landscaping, yard lights, stone pavers or headwalls, and the like, located in the area of sidewalk removal and replacement. Any such items located in the public right-of-way displaced by construction activities shall be carefully salvaged and placed on the property owner's property. Mailboxes shall be reinstalled in their original location by the Contractor at no additional cost to the Village.

13. FENCING

If any fencing is disturbed due to the Contractor's operations, he shall provide temporary snow fencing for the protection of the public and he shall replace the disturbed fence with a similar type at original location unless otherwise noted on the plans.

14. TREE PROTECTION

It is the Contractor's responsibility during construction to protect trees and perform tree trimming only at the direction of the inspector. Tree trimming is to be done at the property line to a height of eight feet from final grade of sidewalk and is considered to be incidental. Tree removal will not be allowed, unless noted.

15. TRIMMING TREE ROOTS

This work shall consist of cutting removing, and disposing of all stumps, trunks, and tree roots as required. Trees to remain shall be protected from damage from the construction operations. In areas of repair where existing tree roots have caused the surface to uplift and where directed by the Engineer, the Contractor shall trim the tree roots to a level of 6" below the subbase of the pavement. Tree root trimming shall be done with a power root or stump grinder in a neat fashion so as to minimize damage to the tree. No tearing or breaking of the roots with power equipment or hand tools will be allowable. All neatly trimmed roots shall be swept clean and painted with an approved pruning dressing prior to final grading and pavement placement. Payment for "TRIMMING TREE ROOTS" shall be included in the contract as an incidental item, and not paid separately.

16. EXCAVATION

Excavation shall consist of removing from the ground all roots, any other parts of trees protruding into the proposed sidewalk area, logs, brush, matted roots and debris of any nature within the areas designated on the plan and the subsequent disposal of all spoil materials from the project. Excavation shall be to the depth required for placement of base material and to a width that will allow for forming.

Excavation shall be included in the unit price for sidewalk, and not paid separately.

All brush, shrubs, roots or any other parts of trees protruding into the sidewalk areas, logs, matted roots, other vegetation, and debris located within the project limits shall be completely removed from the ground surface and disposed of off site.

All holes remaining after the excavation operation shall have the sides broken down or leveled, and shall be refilled with acceptable material, moistened and properly compacted in layers by tampers or rollers. The same construction procedure shall be applied to all holes remaining in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

Absolutely no additional payment will be considered due to the contractor's failure to properly identify the full extent of excavation required.

17. SOIL EROSION AND SEDIMENTATION CONTROL AND CLEAN-UP

Soil Erosion and Sedimentation Control (SESC) and Clean-up shall include the installation of temporary SESC measures, the removal of said temporary SESC measures after the project has been completed, the regular maintenance, repair, cleaning and/or replacement of the temporary SESC measures during the course of the project, etc.

Temporary soil erosion measures shall be placed at the back of curb and/or along the property line, in any catch basins that may be affected by construction activity, and as directed by the inspector to prevent sediment from being deposited on private property or in the public right-of-way.

18. PRIVATE LAWN IRRIGATION SYSTEMS

The Contractor is advised that some properties may contain lawn irrigation systems between the proposed sidewalk and the edge of street pavement or property line. Property owners will be notified at least two weeks in advance of any work on the Project and requested to relocate any irrigation system to areas outside of the public right-of-way.

If the property owner fails to relocate any irrigation system located in the public right-of-way, the Contractor will not be held responsible for any damage to such system. If the Contractor cuts the system during construction, Contractor shall cap the system pipe and witness the location of the cap with a wooden stake for the property owner's use and place any salvaged sprinkler heads on the property owner's property. Capping and marking shall be incidental to the sidewalk work, and at no additional cost to the Village.

If the property owner flags the location of all sprinkler lines and heads located near the sidewalk and the Contractor cuts the system outside the limit of the public right-of-way during construction, Contractor shall be responsible for repairing the damage at no additional cost to the Village.

19. WATER STOP BOXES

A PVC sleeve shall be provided around all water stop boxes located in the proposed sidewalk construction. Payment for "WATER STOP BOX" shall be included in the contract as an incidental item, and not paid separately.

20. PERMITS

Oakland County Water Resources Commissioner (OCWRC): The Contractor shall secure a "SOIL EROSION PERMIT" from the OCWRC prior to commencing construction. Any expenses for bond, permit and administrative fees, inspection and testing required by the OCWRC shall be paid for by a lump sum cost.

21. INCIDENTAL COSTS

Unless otherwise indicated on the Drawings or in these Specification, all site restoration, including, but not limited to, ditch restoration; minor line or grade adjustments; soil erosion and sedimentation control and clean-up; fence removal and replacement; mailbox removal and replacement; brush or tree (under 6" dia.) removal, tree trimming, traffic control; road, shoulder, driveway repair shall be completed by the Contractor in accordance with the Contract Documents.

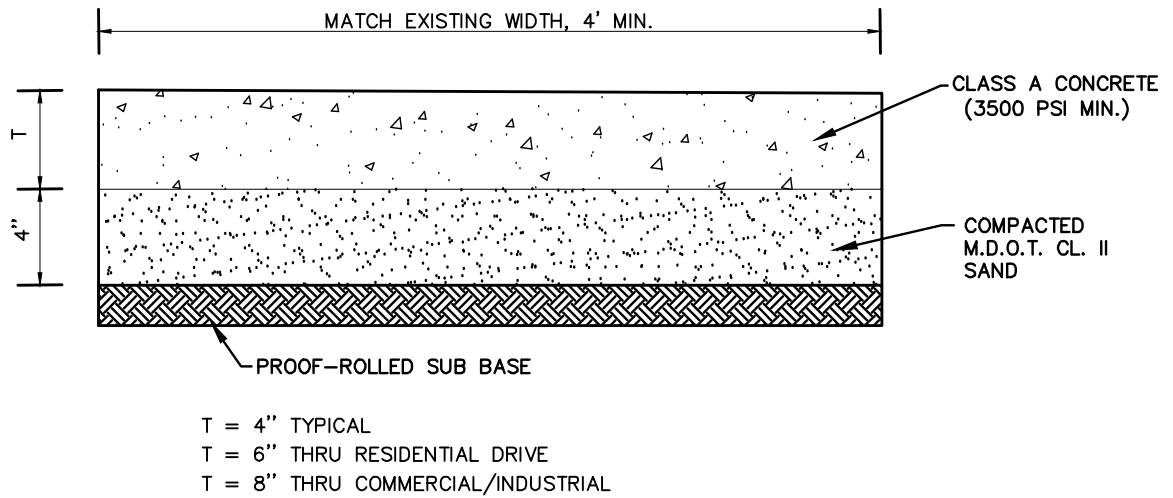
22. TRAFFIC CONTROL

This work includes all labor, equipment, and materials necessary to construct the necessary traffic control measures. Traffic is to be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) current edition, and MDOT Standard Plans and Specifications. All proposed traffic control plans require approval from the engineer and the jurisdictional agency prior to implementation.

The contractor shall coordinate this work with other contractors performing work within the construction influence are or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contractor work.

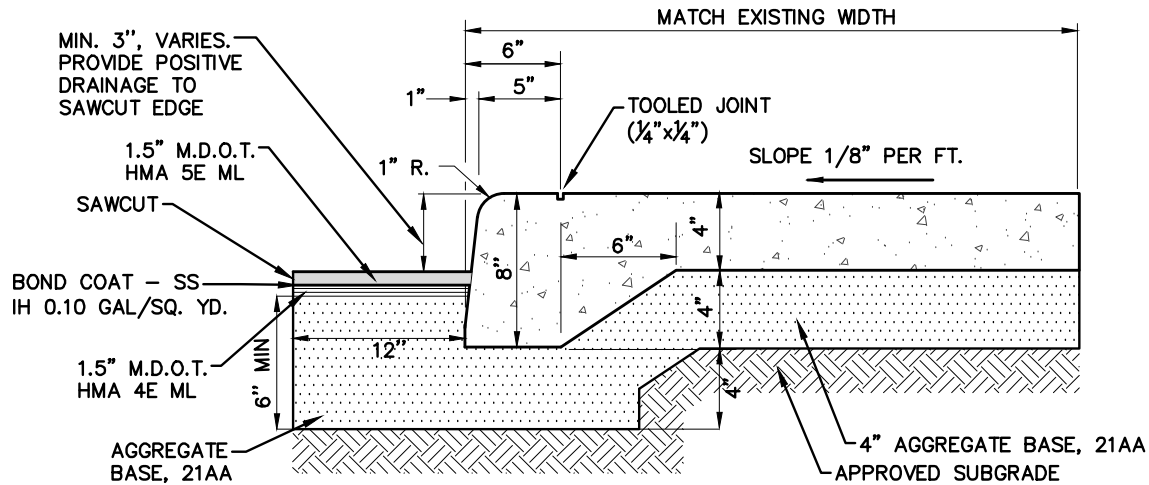
Local access to all business and private properties shall be maintained at all times. Payment for "TRAFFIC CONTROL" shall be included in the contract as an incidental item, and not paid separately.

VILLAGE OF LAKE ORION 2025 SIDEWALK IMPROVEMENT - DISTRICT #1



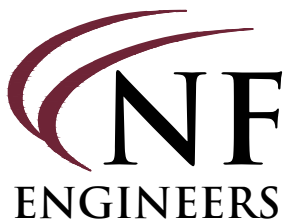
CONCRETE SIDEWALK SECTION

N.T.S.



SIDEWALK, CONC, 4" w/ THICKENED EDGE

N.T.S.



NF ENGINEERS
NOWAK & FRAUS ENGINEERS
48680 VAN DYKE, SUITE 200
SHELBY TWP., MI 48317
TEL. (586) 739-0939
WWW.NFE-ENGR.COM

PREPARED FOR:
VILLAGE OF LAKE ORION

DATE
03-05-25

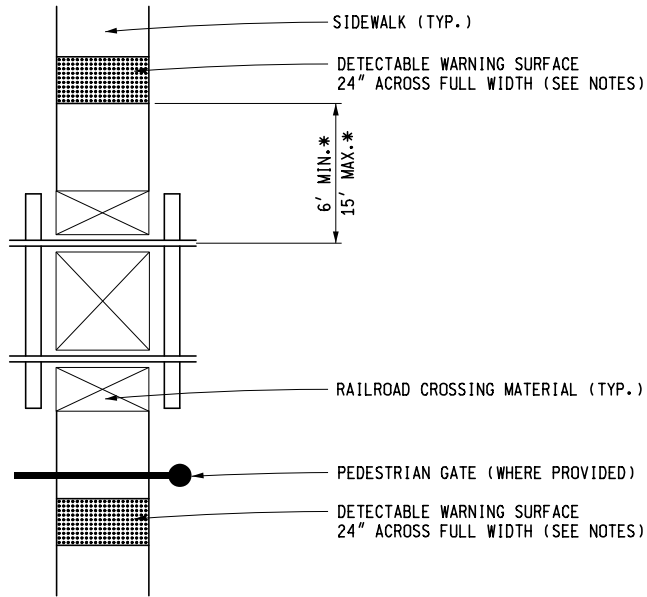
DRAWN
A. SUCHOSKI

JOB NO.
O676

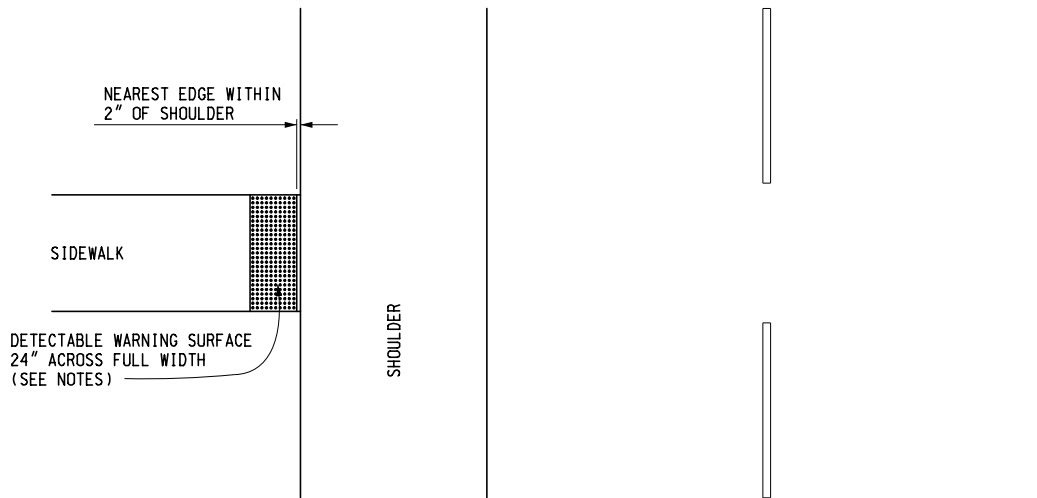
SHEET
1 of 1

SIDEWALK DETAILS

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

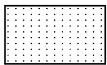







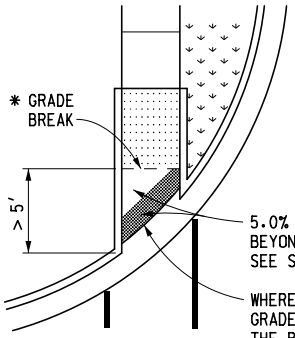
DETECTABLE WARNING AT RAILROAD CROSSING



DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR
**SIDEWALK RAMP AND
 DETECTABLE WARNING DETAILS**

	SLOPED SURFACE
	DETECTABLE WARNING
	"NON-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



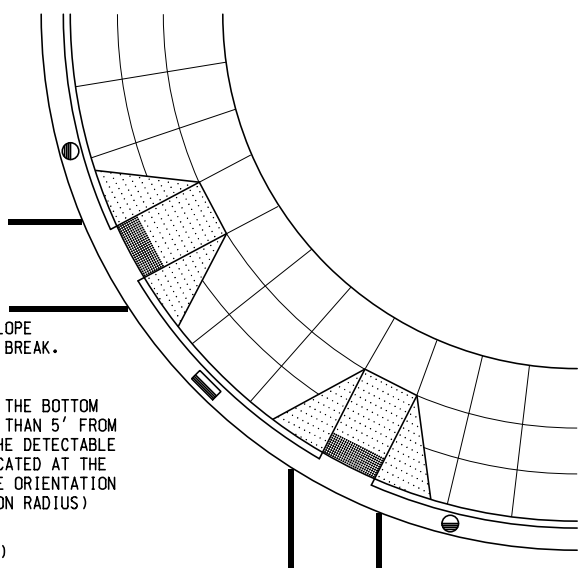
* GRADE BREAK

> 5'

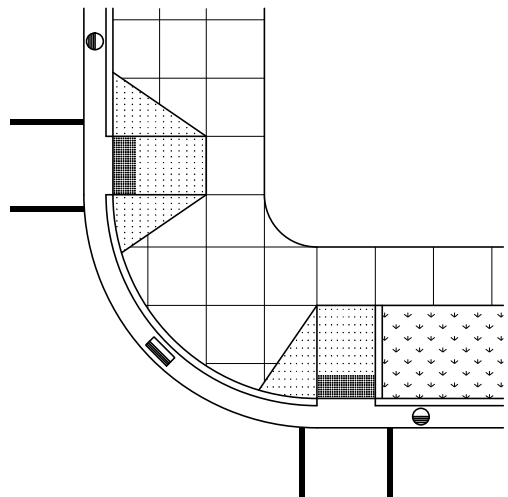
5.0% MAX. RUNNING SLOPE BEYOND BOTTOM GRADE BREAK. SEE SECTION B-B

WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THAN 5' FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED AT THE BACK OF CURB. (DOME ORIENTATION IS NOT SIGNIFICANT ON RADIUS)

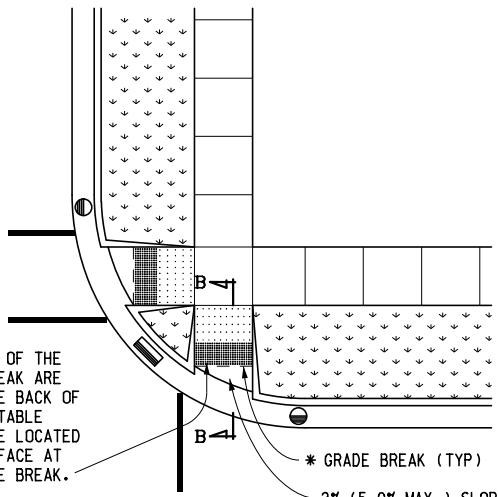
SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET GREATER THAN 5')



SIDEWALK RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)
(USE WITH RADIAL CURB WHEN THE CROSSWALK AND SIDEWALK RAMP ARE NOT ALIGNED)



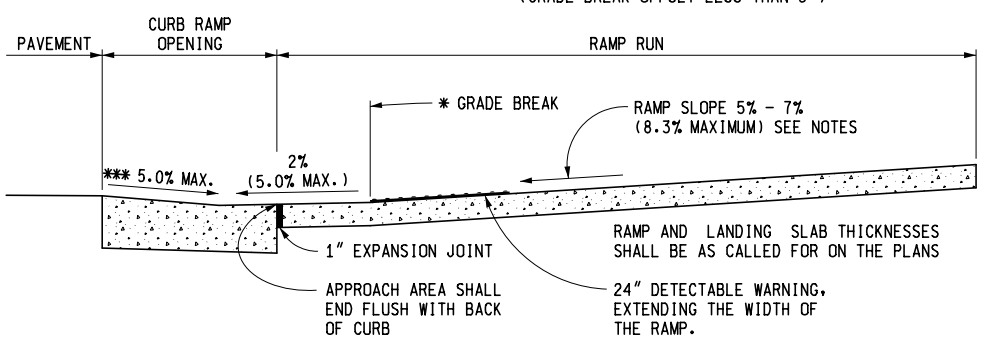
SIDEWALK RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)



WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK ARE WITHIN 5' OF THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK.

* GRADE BREAK (TYP.)
2% (5.0% MAX.) SLOPE BEYOND BOTTOM GRADE BREAK

SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET LESS THAN 5')



* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.

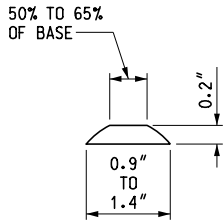
SECTION B-B

SIDEWALK RAMP ORIENTATION

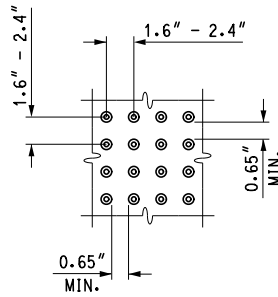
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

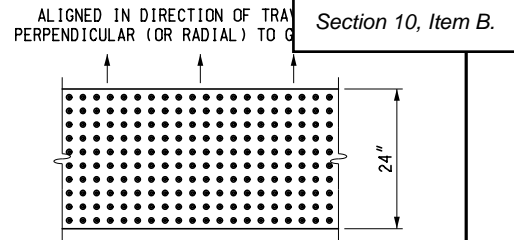
F.H.W.A. APPROVAL	12-11-2017 PLAN DATE	R-28-J	SHEET 6 OF	173
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DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE $\leq 5\%$ DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	12-11-2017 PLAN DATE	R-28-J	SHEET 7 OF	174
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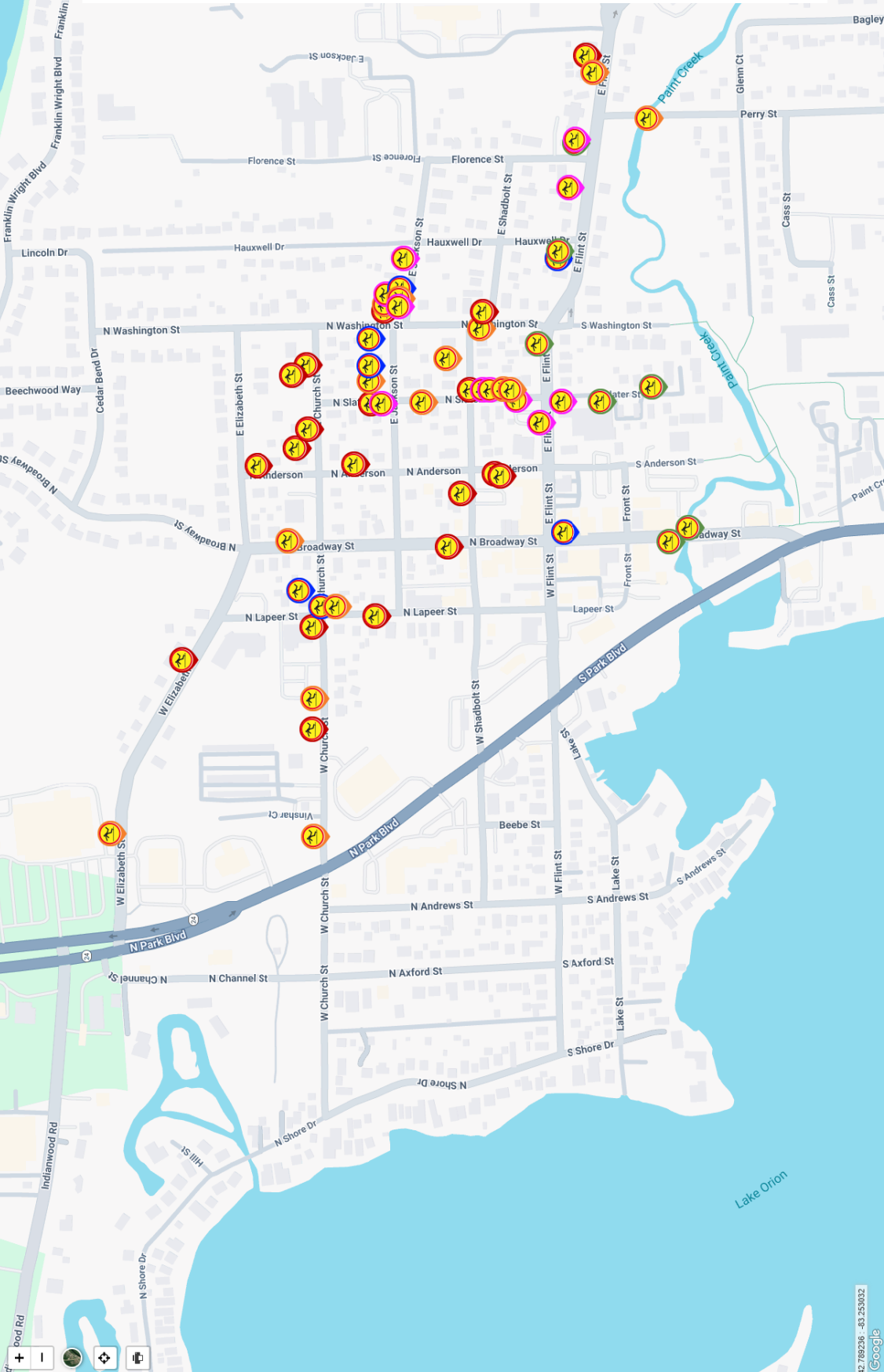
APPENDIX A 2025 SIDEWALK IMPROVEMENTS DISTRICT #1 - LOCATION MAP

Section 10, Item B.

Lake Orion, MI

silversmith data
crafting critical information systems

- Maintenance
- Work Order
- Reports
- Search
- Settings
- Schedules



42.789236 -83.253032
Google

? Help Legend

APPENDIX A

2025 DISTRICT 1 SIDEWALK IMPROVEMENTS LOCATION LIST

<u>ADDRESS</u>	<u>Est. Area (SF)</u>	<u>Section</u>	<u>ADDRESS</u>	<u>Est. Area (SF)</u>	<u>Section</u>
101 W Church	48	4"	248 N Lapeer	32	4"
103 N Broadway	50	4"	248 N Lapeer	16	4"
111 E Flint	48	4"	249 N Lapeer	64	4"
111 W Church	128	4"	250 N Park Blvd	40	4"
117 E Church	64	4"	28 N Slater	96	4"
120 S Broadway	40	4"	28 N Slater	32	4"
123 S Slater	16	4"	305 E Jackson	40	4"
140 E Flint	16	4"	305 E Jackson	32	4"
140 E Flint	20	4"	317 E Jackson	16	4"
140 E Jackson	32	Ramp 6"	330 N Anderson	80	4"
144 N Washington	16	4"	357 E Flint	32	4"
144 N Washington	16	4"	357 E Flint	32	4"
144 N Washington	16	4"	40 N Washington	40	4"
145 Hauxwell	32	4"	42 W Church	32	4"
165 S Broadway	32	4"	437 E Flint	48	4"
17 S Broadway	16	4"	44 E Shadbolt	32	4"
201 N Lapeer	64	6"	44 E Shadbolt	32	4"
207 N Slater	120	Ramp 6"	44 N Slater	64	4"
209 E Flint	16	6"	450 N Park Blvd	20	4"
209 E Flint	32	4"	47 E Flint	160	Thick 4"
209 E Jackson	32	4"	505 E Flint	16	4"
21 E Church	100	4"	505 E Flint	40	4"
211 E Church	32	4"	52 S Slater	40	4"
218 N Anderson	16	4"	540 E Flint	25	4"
225 E Shadbolt	16	4"	55 W Elizabeth	50	4"
229 E Jackson	32	4"	567 E Flint	64	6"
229 E Jackson	16	4"	59 N Washington	32	4"
230 E Church	32	4"	80 Perry	50	4"
240 E Flint	40	4" / 6"			
242 N Anderson	32	6"	TOTALS	2427	



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC DDA Public Infrastructure Fund Calculations and Agreement

BACKGROUND BRIEF:

The 2025 DDA Public Infrastructure Fund Committee has completed its work and has formulated its recommendations for the method of calculation of the required annual contributions from the DDA to the Public Infrastructure Account and a proposed formal agreement governing the responsibilities of each entity and cost allocation. Attached are the approved minutes of February 27, 2025, and the draft minutes from the Committee’s March 13, 2025, meeting containing the Committee’s recommendations.

The DDA Board met on March 19, 2025, and approved the recommendations of the Committee. The DDA Board did not approve the expansion of the scope of duties of the Committee to perform work on the Village/DDA services agreement as was previously approved by Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

01/27/2025 - Council established an ad hoc 2025 DDA Public Infrastructure Fund Committee to review proposed projects and available funding and to recommend to the Village Council and DDA Board of Directors projects for funding for FY 2025-26 through FY 2030-31 for inclusion in the Village Capital Improvement Plan and FY 2025-26 Budget, with said Committee to comprise the Village Manager, DDA Executive Director, three (3) members of the Village Council selected by the Council and three (3) members of the DDA Board of Directors selected by the Board, and with the Committee to complete its work and disband on or before March 31, 2025. Council appointed the following three (3) Village Council members to serve on the ad hoc 2025 DDA Public Infrastructure Fund Committee: President Pro Tem Ford, Council member Dandalides and Council member Lamb.

FINANCIAL IMPACT:

The total catch-up required contribution from the DDA to the Public Infrastructure Account for FY 2023-24 and FY 2024-25 is \$142,453. The preliminary estimated FY 2025-26 contribution is \$139,710.

RECOMMENDED MOTION:

#1 – To adopt the method of calculation of the annual contributions from the DDA to the Public Infrastructure Account pursuant to the resolutions adopted by the Village Council on November 28,

2022, and the DDA Board of Directors on December 13, 2022, as follows: (1) the estimated contribution amount for the ensuing fiscal year shall be calculated based on the post-March Board of Review captured taxable value within the DDA district multiplied by the estimated millage rates for all captured taxing units (total current tax captured revenue) less the base year 2022-23 tax revenue as billed by the Assessor (\$896,788) and then multiplied by 75%; and (2) the actual annual contribution amount shall be calculated based on the total DDA captured tax revenue billed by the Assessor in July and December less \$896,788 and then multiplied by 75%.

#2 – To approve the “Agreement Between the Village of Lake Orion and the Lake Orion Downtown Development Authority Regarding Responsibilities and Cost Allocation for Capital Improvement Projects Within the Downtown Development District” as recommended by the 2025 DDA Public Infrastructure Fund Committee and authorize the Village Manager to execute the Agreement on behalf of the Village.

#3 – To adopt the recommendation of the 2025 DDA Public Infrastructure Fund Committee to approve the sidewalk gaps and Paint Creek Bank stabilization as the priority projects within the DDA district for use of the DDA Public Infrastructure Account.



MEETING MINUTES - DRAFT

COUNCIL/DDA PUBLIC INFRASTRUCTURE FUND AD HOC COMMITTEE

Thursday, February 27, 2025

9:00 AM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE COMMITTEE: Each person wishing to address the committee shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. Call to Order

The February 27, 2025 Council/DDA Public Infrastructure Fund Ad Hoc Committee Meeting was called to order at 9:00 AM by Village Manager McClary

2. Roll Call and Determination of Quorum

PRESENT:

- Council member Michael Lamb
- Council member George Dandalides
- Council member Stan Ford
- DDA Board member Matt Shell
- DDA Board member Sam Caruso
- DDA Executive Director Matt Gibb
- Village Manager McClary

ABSENT :

- DDA Board Member Lorant

STAFF PRESENT:

- DPW Director Wes Sanchez
- Village Assistant Clerk/Treasurer Lynsey Blough
- DDA Assistant Director Janet Bloom

There were no residents in attendance.

3. Call to the Public (non-agenda items)

There were no public comments

4.A Other Items: Election of Committee Chair and Secretary

Motion: Councilman Dandalides volunteered to lead the team as Chairman. There were no other volunteers or nominations.

Motion carried by (7) Yes, (0) No.

Motion: Councilman Dandalides volunteered to act as Recording Secretary. There were no other volunteers or nominations.

Motion carried by (7) Yes, (0) No.

CHAIRMAN DANDALIDES BEGAN CHAIRING THE MEETING

Motion: Motion made by Committee Member Shell, supported by Committee Member Gibb to approve the agenda as presented.

Motion carried by (7) Yes, (0) No.

4.B. Other Items: Review of the Committee Purpose and Formulation on Use of DDA Public Infrastructure Fund Monies

There was a brief review of the purpose given by Village Council and the DDA Board to the committee and the expected outcome:

- “Review proposed projects and available funding and to recommend to the Village Council and DDA Board of Directors projects for funding for FY 2025-26 through FY 2030-31 for including in the Village Capital Improvement Plan and FY 2025-26 Budget.”
- Agree on a method of calculation of annual capital improvement funding.
- Conduct a joint review of the resolution presented by the Executive Director at the DDA February meeting and arrive at a joint recommendation.

This was followed by a review of the two resolutions passed by Council (2022-043) and the DDA Board (2022-001) in December of 2022.

- There was agreement that the two resolutions are the same.
- DDA Executive Director commented that although the resolutions provide the framework for the Infrastructure Fund, they do not act as an operating agreement and there will still need to be an agreement worked out to execute the intent of the resolution(s).

Motion: Motion made by Executive Director Gibb, seconded by Councilman Lamb that the Committee acknowledges and confirms that the resolutions are the identical and stated as “resolutions of intent”, and that a process would be established to share the future revenues and used to fund infrastructure projects within the DDA district.

Motion carried by (7) Yes, (0) No.

Calculation Method of the Annual Capital Improvement Funding:

The following points were made during discussion:

- The provisions for the calculation of the incremental increase in future tax revenues captured from the DDA TIF are outlined in both the Village resolution 2022-043 and DDA resolution 2022-001. Those resolutions also identified the baseline established commencing from the execution of the resolutions by both the Village Council and the DDA Board (November 28, 2022, and December 13, 2022, respectively).
- Calculations for the 2023-24 and 2024-25 fiscal years have been calculated by Village Manager McClary using projected incremental revenues.
- Alternatively, similar calculations were made by the DDA Executive Director. Those calculations were made based on actual revenue into the TIF. The Executive Director also made two calculations, the first (Method 1) based on an annual (year over year) calculation, and second (Method 2) based on a cumulative approach.
- The committee agreed that Method 1 (year over year) did not meet the intent of the resolutions.
- The use of actual revenues would be the more accurate method, but actual data was not available when budgets were being developed by both the Village and the DDA.
- Councilman Lamb made the proposal to use projected revenues to develop the fiscal year budgets, then make budget adjustments when actual revenues are available. This proposal would include the following steps:
 - Projected revenues would be established by the Village Manager each year and used by both the Village and the DDA in the preparation of their respective fiscal year budgets.
 - Budget adjustments would be calculated midyear when actual revenue values were available from the county, after the Township has credited the actual collections, and the county has then credited any delinquent collections for the previous fiscal year.

- Budget reconciliation and adjustments would be made in both the Village and DDA budgets to reflect the actual revenues no later than December 31 for the prior fiscal year.

Motion: Motion made by Village Manager McClary, seconded by Councilman Ford, to recommend to Village Council and the DDA Board a tax sharing agreement where the DDA contributes to the Public Infrastructure Fund the required contribution no later than December 31 for the prior fiscal year and that calculation be based on the actual tax revenue.

Motion carried by (7) Yes, (0) No.

Motion: Motion made by Executive Director Gibb, seconded by DDA Board Member Shell, for the Village Manager and the DDA Executive Director to work together to calculate the catch-up commencing with the base year (FY 22-23) through fiscal year 23-24. This would be taken to Village Council and the DDA Board for approval and adoption.

Motion carried by (7) Yes, (0) No.

Discussion of Potential Infrastructure Projects to be Recommended for Funding:

The following points were made during discussion:

- Potential projects must be within the boundaries of the DDA District.
- Potential projects should be from those referenced within the DDA TIF Plan Amendment 4 of 2020.
- This was followed by discussion of potential projects.

Motion: Motion made by Village Manager McClary, seconded by Councilman Lamb, that the recommendation of the committee be to use the funding through fiscal year 23-24 (catch-up) for the sidewalk gaps and the Paint Creek bank stabilization. This would be taken to Village Council and the DDA Board for approval and adoption.

Motion carried by (7) Yes, (0) No.

5. Call to the Public

There were no public comments

6. Committee Comments

There were no additional council comments

7. Next Committee Meeting

There will be two items on the committee’s next agenda:

- 1. Presentation of the calculations for the three fiscal years by the Village Manager and Executive Director:
 - a. FY 2023-2024 (catch-up)
 - b. FY 2024-2025 (projection for the current FY pending the availability of actuals)
 - c. FY 2025-2026 (projection to be used in the budget currently being developed)
- 2. A proposed agreement between the Village and the DDA (to be prepared jointly by the VM and DDA ED) for the execution of the intent of the 2022 resolution(s). This will include the annual process by which future Infrastructure Committees would follow.

The next meeting will be held on Thursday March 13, 2025 at 5:30 pm in the Lake Orion Village Hall conference room.

8. Adjournment

Motion: Motion made by DDA Board Member Shell, seconded by Councilman Lamb to adjourn

Motion carried by (7) Yes, (0) No.

The meeting was adjourned by Committee Chairman Dandalides at 10:40 AM



MEETING MINUTES - DRAFT

AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE

Thursday March 13, 2025

5:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

ADDRESSING THE COMMITTEE: Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

1. Call to Order

The March 13, 2025 Council/DDA Public Infrastructure Fund Ad Hoc Committee Meeting was called to order at 5:34pm by Chairman/Recording Secretary Dandalides.

Chairman Dandalides thanked the committee for the spirit of cooperation, collaboration, and teamwork that has gone into the work accomplished thus far. He went on to inform the committee that a proposal was made and supported by the Village Council at its March 10th meeting to expand the scope of the committee to include the Administrative Services Agreement between the Village and the DDA. This had unanimous support at Council and is planned to be presented for support by the DDA and its March 18th meeting.

2. Roll Call and Determination of Quorum

PRESENT:

- Council member Michael Lamb
- Council member George Dandalides
- Council member Stan Ford
- DDA Board member Matt Shell
- DDA Board member Sam Caruso
- DDA Board Member Lorant
- DDA Executive Director Matt Gibb
- Village Manager McClary

STAFF PRESENT:

- Police Chief Mark Amundson
- DDA Board President Debbie Burgess
- DDA Assistant Director Janet Bloom

There were no residents in attendance:

3. Call to the Public

There were no public comments

4. Approval of Agenda

Motion: Motion made by Committee Member Lamb, supported by Village Manager McClary to approve the agenda with the re-addition of Topic 8, Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s).

Motion carried by (8) Yes, (0) No.

5. Approval of the Minutes from the February 27, 2025 Committee Meeting

Motion: Motion made by Village Manager McClary, supported by Committee Member Lamb to approve the minutes of the February 27, 2025 committee meeting as presented.

Motion carried by (8) Yes, (0) No.

6. Reconsideration of Method of Calculation of Annual DDA Public Infrastructure Fund Contributions

Village Manager McClary reviewed the contents of his Memorandum to the Committee dated March 10, 2025, identifying his concerns with using actual tax revenue collected. Based on this analysis, the Village Manager is recommending using the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15th of each year for the then current fiscal year. Calculation based on actual tax revenue collected would be inaccurate, and require repeated recalculations and tracking. The Manager’s Memorandum is included as part of the minutes as Attachment 1.

Motion: Motion made by DDA Executive Director Gibb, supported by Committee Member Lamb to reconsider the previously proposed method of calculation using actual tax revenue to what is now recommended by the Village Manager using the amount billed by the Oakland County Assessor to taxpayers. The new “catch-up” amount is calculated at \$142,453.

Motion carried by (8) Yes, (0) No.

7. Infrastructure Fund Calculations for Fiscal Years 2023 through 2026

Based on the discussion of calculation method and motion passed in Topic 6. above, the “catch up” amount is \$142,453 and includes Fiscal Years 2023-2024 and 2024-2025. The calculation for Fiscal Year 2025-2026 will be done in May 2025 as part of the budget process. The “catch up” calculation is included in the minutes in Attachment 2, Exhibit A.

8. Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s)

A proposed agreement was reviewed by the committee for recommendation. This proposed agreement was drafted by the Village Manager, the DDA Executive Director, and members of the committee. The proposed agreement is included as part of the minutes as Attachment 2.

Motion: Motion to approve the agreement as presented was made by Village Manager McClary, supported by Committee Member Lorant.

Motion carried by (8) Yes, (0) No.

9. Call to the Public

There were no public comments

10. Next Meeting

The initial assignment of the committee has been completed and the recommendations of the committee will be taken back to the Village Council and DDA Board for discussion and approval. The committee recommendations include:

- The committee recommends that the “catch up” funding to be used for the completion of the sidewalk gaps and Paint Creek bank stabilization.
- The committee recommends that the method of calculation of the infrastructure fund be based on the amount billed by the Oakland County Assessor to taxpayers. The “catch-up” amount is calculated at \$142,453.
- The committee recommends that the Agreement Between the Village and DDA Regarding Responsibilities and Cost Allocation for Capital Improvement Projects Within the Downtown Development District as included as Attachment 2 of these minutes be adopted by the Village and the DDA.

A follow up meeting will be scheduled by Chairman Dandalides if the expansion of the committee is supported by the DDA when presented at their March 18th meeting.

11. Committee Comments

There were no additional committee comments

12. Adjournment

Motion: Motion made to adjourn made by Committee Member Lorant, supported by DDA Executive Director Gibb.

Motion carried by (8) Yes, (0) No.

The meeting was adjourned by Committee Chairman Dandalides at 6:52 PM.

George Dandalides
Committee Chairman

George Dandalides
Committee Recording Secretary

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.

ATTACHMENT 1

DRAFT



Memorandum

Office of the Village Manager

TO: DDA Public Infrastructure Fund Committee
FROM: Darwin D. P. McClary, Village Manager
DATE: March 10, 2025

RE: **RECOMMENDATION ON CALCULATION OF DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTIONS**

Based upon a review of the Oakland County Assessing Office’s billed taxes for the DDA, the Annual Reports on Status of Tax Increment Financing Plan, and annual audit reports for the DDA for the past several years, it is my recommendation that the actual annual contributions from the DDA to the DDA Public Infrastructure Fund be based upon the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15 of each year for the then current fiscal year.

This recommendation deviates from the motion adopted by the Committee at its February 27, 2025, meeting in that the Committee approved a calculation each year based on the tax revenue actually collected by the DDA for that year. It is my finding that such a method would be inaccurate and would require repeated recalculations and tracking to be accurate. As is illustrated in the various reports attached to this memo, the audited tax collections appear to reflect fluctuations in collections for previously delinquent taxes. The most accurate method of calculating the annual amount of the contribution would be based on the July 1 and December 1 tax billings from the County Assessor each year.

Estimates for the ensuing fiscal year should be based on the post-Board of Review taxable values and estimated captured millage rates.

Attached please find my calculation sheets based on actual billed taxes for the fiscal years 2022-23, 2023-24, and 2024-25, as well as the estimated 2025-26 contribution based on pre-Board of Review taxable values for the DDA District and anticipated captured millage rates.

A reconsideration of the motion adopted on February 27 will be necessary if the Committee agrees with my recommendations.

I have discussed my findings with DDA Executive Director Gibb and look forward to discussing them with the Committee at your March 13, 2025, meeting.

ATTACHMENT 2

DRAFT

AGREEMENT BETWEEN THE VILLAGE OF LAKE ORION AND THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY REGARDING RESPONSIBILITIES AND COST ALLOCATION FOR CAPITAL IMPROVEMENT PROJECTS WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT

This Agreement is made and entered this _____ day of _____, 2025 by and between the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 E. Church Street, Lake Orion, MI 48362, ("Village"), and the Lake Orion Downtown Development Authority, organized and existing pursuant to the authority of Part 2, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, being MCL 125.4201, et seq, whose address is 118 N. Broadway St. Lake Orion MI 48362, ("DDA"), for the purpose of fixing the rights and obligations of the parties relative to the construction of "public facilities" improvements ("Projects") within the boundaries of the Downtown Development District.

Whereas, the Village and the DDA have passed and certified Resolutions, attached as Exhibit B, designating that a portion of the annual Tax Increment Finance Plan (TIFP) revenue, derived from the approved Tax Increment Finance Plan Amendment No. 4, shall be provided as funding support for capital improvement Projects that qualify as "public facilities" improvements under MCL 125.4201 et seq and as described in the TIFP; and

Whereas, the Village and the DDA have reached an understanding with each other regarding their respective responsibilities for an annual appropriation of TIFP revenue to a dedicated Capital Improvement Project Fund ("Fund"), the administration of Project management and cost, financing and reimbursement to the Village, and desire to enter into this Agreement to memorialize that understanding.

THEREFORE, in consideration of the premises, the mutual understandings of the parties and in conformity with applicable law, the Village and the DDA agree as follows:

1. **Incorporation of Enabling Resolutions.** Each Resolution for Designation of Tax Increment Revenues from the DDA TIF Capture to be Dedicated for Public Facility Infrastructure in the DDA District, which were adopted and certified by the Village on November 28, 2022 and the DDA on December 13, 2022, is hereby incorporated and made a part of this Agreement.
2. **Capital Improvement Project Fund.** The DDA shall create the Fund within its annual budget, to hold and appropriate seventy-five percent (75%) of all future

captured revenue deriving from the annual increase in ad valorem value within the Downtown District. The calculation methodology of the appropriations to the Fund are included in Exhibit A.

The Parties shall mutually account for the annual contribution into the Fund, including the review and approval of any necessary audit, equalization or related revenue support. The contribution shall be budgeted and transferred to the Fund not less than quarterly, with a report provided to the Village Council and DDA Board by their respective representatives.

3. **Identification and Selection of Project(s)**. The Village and the DDA shall undertake and complete the identification and selection of Project(s) to construct, renovate, repair, remodel, rehabilitate, restore, preserve or reconstruct “public facilities” as defined by MCL 125.4201, et seq, within the DDA District, restricting such Project(s) to those necessary and appropriate to the execution of the TIFP no later than February 28 of each calendar year.

4. **Project Management**. The Village will enter into, and be solely responsible for, any necessary contracts with any and all contractors, suppliers, professionals, or material providers, for the Project(s). The Village will administer and manage all contracts and related work necessary for the completion of the Project(s). In all contracts, agreements, work orders, or similar instruments used for the planning, development and completion of selected Project(s), the Village shall require that the contracted party indemnify the DDA for any claims or lawsuits by third parties arising from the work and must require the contracted party to name the DDA as additionally insured on a general liability insurance policy(s).

5. **Project Reimbursement**. The DDA is responsible for funding, by invoiced reimbursement, its identified share of the Project(s) in accordance with the following;
 - a. The Village, prior to initiating a selected Project, shall submitted to the DDA a Project plan, estimated total cost, proposed timeline, proposed DDA share of cost, whereupon the DDA shall timely review and approve the project.
 - b. The Village shall provide financing for the project as defined in the Project Plans and be responsible to pay all Project expenses in a timely fashion.
 - c. Upon completion of the Project, or at another time as set forth in the Project plan, the Village will invoice the DDA for its share of the Project costs, as authorized in the approved Project plan, The DDA will remit said funds within thirty (30) days of receipt of an invoice from the Village.
 - d. The parties agree that management and contracting of the Project will be the sole responsibility the Village.
 - e. The Project cost allocated to the DDA, as set forth in an approved Project Plan, is fixed and binding between the parties and cannot be changed except by written

Amendment to the Project Plan and re-approval of the amended plan.

6. **Miscellaneous.**

- a. This Agreement constitutes the complete agreement between the parties on the subjects contained herein and there are no other agreements between the parties concerning these subjects.
- b. Any prior agreements on the matters addressed in this Agreement are hereby rescinded, revoked or terminated.
- c. Other than as specifically set forth herein, this Agreement may be modified or amended only by a written agreement approved by the governing body of each of the Parties.
- d. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
- e. This Agreement shall be governed by the laws of the State of Michigan and shall be interpreted in a manner consistent with applicable law.
- f. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.
- g. Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
- h. The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

VILLAGE OF LAKE ORION,
A Michigan municipal corporation

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

By: Darwin McClary
Its: Manager

By: Matthew Gibb
Its: Executive Director

EXHIBIT A

FORMULA FOR ANNUAL CAPITAL IMPROVEMENT ALLOCATION

Calculating 75% of the captured revenue

Reported Revenue:

2022 Tax Capture Billed Revenue	\$896,788
2023 Tax Capture Billed Revenue	\$963,680
2024 Tax Capture Billed Revenue	\$1,019,833

Allocating 75% of increased TIF revenue capture:

2023 Reported Revenue	\$963,680
Base Annual Revenue Capture	<u>\$896,788</u>
2023 CIF Due	\$ 66,892 x .75 = \$50,169
2024 Reported Revenue	\$1,019,833
Base Annual Revenue Capture	<u>\$896,788</u>
2024 CIF Due	\$ 123,045 x .75 = \$92,284

“CATCH UP” FUND TRANSFER AMOUNT - \$142,453

EXHIBIT B
ADOPTED AND CERTIFIED ENABLING RESOLUTIONS

DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTION WORKSHEET

Base Year (2022) DDA Captured Taxable Value: \$37,328,840.00
Base Year (2022) DDA Captured Millages: 24.0290
Base Year (2022) Tax Revenue: \$896,787.17

Current Year Taxable Value: **2025-26** **\$53,828,360.00**
less Base Year 1985 Taxable Value: \$10,230,700.00
Current Year Captured Taxable Value: \$43,597,660.00
Current Year Captured Millage Rates: **24.8423**
Current Year Tax Revenue (estimated): \$1,083,066.15
Current Year Tax Revenue (actual tax billing July 1 and December 1): **\$1,083,066.15**
Difference in Tax Revenue from Base Year (2022) - estimated: \$186,278.98
Difference in Tax Revenue from Base Year (2022) - actual: \$186,278.98

DDA Contribution to Public Infrastructure Fund: \$139,709.23 estimated

DDA Contribution to Public Infrastructure Fund: \$139,709.24 actual

DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTION WORKSHEET

Base Year (2022) DDA Captured Taxable Value: \$37,328,840.00
Base Year (2022) DDA Captured Millages: 24.0290
Base Year (2022) Tax Revenue: \$896,787.17

Current Year Taxable Value: 2024-25 \$51,342,010.00
less Base Year 1985 Taxable Value: \$10,230,700.00
Current Year Captured Taxable Value: \$41,111,310.00
Current Year Millage Rates: 24.8423
Current Year Tax Revenue \$1,021,299.50
Current Year Tax Revenue Billed: \$1,019,832.61
Difference in Tax Revenue from Base Year (2022) \$124,512.33

DDA Contribution to Public Infrastructure Fund: \$92,284.08

DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTION WORKSHEET

Base Year (2022) DDA Captured Taxable Value: \$37,328,840.00
Base Year (2022) DDA Captured Millages: 24.0290
Base Year (2022) Tax Revenue: \$896,787.17 Actual billed

Current Year Taxable Value: 2023-24 \$49,764,990.00
less Base Year 1985 Taxable Value: \$10,230,700.00
Current Year Captured Taxable Value: \$39,534,290.00
Current Year Millage Rates: 25.9344
Current Year Tax Revenue \$1,025,298.09
Current Year Actual Billed: \$963,697.94
Difference in Tax Revenue from Base Year (2022) \$128,510.92

DDA Contribution to Public Infrastructure Fund: \$50,183.08

02/28/2025
03:02 PM

DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

J4 75
Page: 1/1
DB: Ori
Section 10, Item C.

All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----			-----DDA/LDFA: OL-D1-LKOR-1985-----	
TOTAL PARCELS: 669	GENERAL OPERATE	501,147.75	401,633.10	99,514.65
TAXABLE VALUE: 51,436,200	VOTED POLICE	135,508.42	108,599.42	26,909.00
EASE VALUE: 10,230,700	HDLEE OVR POLICE	10,308.02	8,260.50	2,047.52
CAPTURED VALUE: 41,048,580	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	646,964.19	518,493.02	128,471.17
PRE/MBT TAXABLE: 22,082,015			-----CAPTURED TAXES BREAKDOWN-----	
NON PRE/MBT TAXABLE: 29,354,185			POSITIVE CAPTURE	NEGATIVE CAPTURE
PRE/MBT CAPTURED: 18,664,990	GENERAL OPERATE		416,631.40	-14,998.30
NON-PRE/MBT CAPTURED: 22,383,590	VOTED POLICE		112,655.25	-4,055.83
COM. PERS. TAXABLE: 1,643,240	HDLEE OVR POLICE		8,569.46	-308.96
IND. PERS. TAXABLE: 0	MILLAGE SPECIALS		0.00	0.00
SPEC. ACT PERS. TAXABLE: 0	TOTALS----->		537,856.11	-19,363.09
COM. PERS. CAPTURED: 717,140				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

1,019,832.61

DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		
TOTAL PARCELS: 669	GENERAL OPERATE	501,147.75	401,633.10	99,514.65
TAXABLE VALUE: 51,436,200	VOTED POLICE	135,508.42	108,599.42	26,909.00
BASE VALUE: 10,230,700	HDLEE OVR POLICE	10,308.02	8,260.50	2,047.52
CAPTURED VALUE: 41,048,580	TOTALS----->	646,964.19	518,493.02	128,471.17
PRE/MBT TAXABLE: 22,082,015	-----CAPTURED TAXES BREAKDOWN-----			
NON PRE/MBT TAXABLE: 29,354,185		POSITIVE CAPTURE	NEGATIVE CAPTURE	
PRE/MBT CAPTURED: 18,664,990	GENERAL OPERATE	416,631.40	-14,998.30	
NON PRE/MBT CAPTURED: 22,383,590	VOTED POLICE	112,655.25	-4,055.83	
COM. PERS. TAXABLE: 1,643,240	HDLEE OVR POLICE	8,569.46	-308.96	
IND. PERS. TAXABLE: 0	TOTALS----->	537,856.11	-19,363.09	
SPEC. ACT PERS. TAXABLE: 0				
COM. PERS. CAPTURED: 717,140				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL	
-----DDA/LDFA: OL-D1-LKOR-1985-----		-----DDA/LDFA: OL-D1-LKOR-1985-----			
TOTAL PARCELS:	669	LO SCHOOL DEBT	383,681.19	0.00	383,681.19
TAXABLE VALUE:	51,436,200	LO SCHOOL OPERAT	538,234.77	0.00	538,234.77
BASE VALUE:	10,230,700	STATE EDUCATION	307,315.68	0.00	307,315.68
CAPTURED VALUE:	41,048,580	OAK ISD ALLOCATE	9,596.07	0.00	9,596.07
PRE/MBT TAXABLE:	22,082,015	OAK ISD VOTED	151,949.82	0.00	151,949.82
NON PRE/MBT TAXABLE:	29,354,185	OAK COMM COLLEGE	75,986.58	60,896.79	15,089.79
PRE/MBT CAPTURED:	18,664,990	OAKLAND COUNTY	202,513.61	162,299.02	40,214.59
NON-PRE/MBT CAPTURED:	22,383,590	SCHOOL OPER FC	0.00	0.00	0.00
		LO SINKING FUND	96,259.35	0.00	96,259.35
		MILLAGE SPECIALS	0.00	0.00	0.00
		TOTALS----->	1,765,537.07	223,195.81	1,542,341.26
COM. PERS. TAXABLE:	1,643,240	-----CAPTURED TAXES BREAKDOWN-----			
IND. PERS. TAXABLE:	0		POSITIVE CAPTURE	NEGATIVE CAPTURE	
SPEC. ACT PERS. TAXABLE:	0				
COM. PERS. CAPTURED:	717,140	LO SCHOOL DEBT	0.00	0.00	
IND. PERS. CAPTURED:	0	LO SCHOOL OPERAT	0.00	0.00	
SPEC. ACT PERS. CAPTURED:	0	STATE EDUCATION	0.00	0.00	
		OAK ISD ALLOCATE	0.00	0.00	
		OAK ISD VOTED	0.00	0.00	
		OAK COMM COLLEGE	63,171.24	-2,274.45	
		OAKLAND COUNTY	168,360.04	-6,061.02	
		SCHOOL OPER FC	0.00	0.00	
		LO SINKING FUND	0.00	0.00	
		MILLAGE SPECIALS	0.00	0.00	
		TOTALS----->	231,531.28	-8,335.47	

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
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SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985			
TOTAL PARCELS:	669	LO SCHOOL DEBT	383,681.19	0.00	383,681.19
TAXABLE VALUE:	51,436,200	LO SCHOOL OPERAT	538,234.77	0.00	538,234.77
BASE VALUE:	10,230,700	STATE EDUCATION	307,315.68	0.00	307,315.68
CAPTURED VALUE:	41,048,580	OAK ISD ALLOCATE	9,596.07	0.00	9,596.07
PRE/MBT TAXABLE:	22,082,015	OAK ISD VOTED	151,949.82	0.00	151,949.82
NON PRE/MBT TAXABLE:	29,354,185	OAK COMM COLLEGE	75,986.58	60,896.79	15,089.79
PRE/MBT CAPTURED:	18,664,990	OAKLAND COUNTY	202,513.61	162,299.02	40,214.59
NON PRE/MBT CAPTURED:	22,383,590	SCHOOL OPER FC	0.00	0.00	0.00
		LO SINKING FUND	96,259.35	0.00	96,259.35
		TOTALS----->	1,765,537.07	223,195.81	1,542,341.26

-----CAPTURED TAXES BREAKDOWN-----

		POSITIVE CAPTURE	NEGATIVE CAPTURE
COM. PERS. TAXABLE:	1,643,240		
IND. PERS. TAXABLE:	0		
SPEC. ACT PERS. TAXABLE:	0		
COM. PERS. CAPTURED:	717,140	LO SCHOOL DEBT	0.00
IND. PERS. CAPTURED:	0	LO SCHOOL OPERAT	0.00
SPEC. ACT PERS. CAPTURED:	0	STATE EDUCATION	0.00
		OAK ISD ALLOCATE	0.00
		OAK ISD VOTED	0.00
		OAK COMM COLLEGE	63,171.24
		OAKLAND COUNTY	168,360.04
		SCHOOL OPER FC	0.00
		LO SINKING FUND	0.00
		TOTALS----->	231,531.28
			-2,274.45
			-6,061.02
			0.00
			0.00
			-8,335.47

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----			-----DDA/LDFA: OL-D1-LKOR-1985-----	
TOTAL PARCELS: 669	COUNTY PARKS	33,290.45	26,679.33	6,611.12
TAXABLE VALUE: 51,436,200	METRO PARKS	10,558.95	8,461.65	2,097.30
BASE VALUE: 10,230,700	ZOO AUTHORITY	4,817.40	0.00	4,817.40
CAPTURED VALUE: 41,048,580	ART AUTHORITY	9,918.77	0.00	9,918.77
PRE/MBT TAXABLE: 22,184,785	GENERAL FUND	44,163.93	35,393.52	8,770.41
NON PRE/MBT TAXABLE: 29,251,415	FIRE FUND 1	150,443.89	120,569.18	29,874.71
PRE/MET CAPTURED: 18,747,590	POLICE FUND	0.00	0.00	0.00
NON-PRE/MBT CAPTURED: 22,300,990	SAFETY PATH	11,270.92	9,031.91	2,239.01
COM. PERS. TAXABLE: 1,643,240	LIBRARY OPERATE	67,248.32	123.67	67,124.65
IND. PERS. TAXABLE: 0	OAKLAND TRANSIT	48,471.48	38,845.81	9,625.67
SPEC. ACT PERS. TAXABLE: 0	TWP PARKS	48,712.14	39,038.71	9,673.43
	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	428,896.25	278,143.78	150,752.47
			-----CAPTURED TAXES BREAKDOWN-----	
COM. PERS. CAPTURED: 717,140			POSITIVE CAPTURE	NEGATIVE CAPTURE
IND. PERS. CAPTURED: 0	COUNTY PARKS		27,675.84	-996.51
SPEC. ACT PERS. CAPTURED: 0	METRO PARKS		8,778.09	-316.44
	ZOO AUTHORITY		0.00	0.00
	ART AUTHORITY		0.00	0.00
	GENERAL FUND		36,715.63	-1,322.11
	FIRE FUND 1		125,071.95	-4,502.77
	POLICE FUND		0.00	0.00
	SAFETY PATH		9,369.71	-337.80
	LIBRARY OPERATE		123.67	0.00
	OAKLAND TRANSIT		40,296.85	-1,451.04
	TWP PARKS		40,496.90	-1,458.19
	MILLAGE SPECIALS		0.00	0.00
	TOTALS----->		288,528.64	-10,384.86

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DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

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Section 10, Item C.

All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		
TOTAL PARCELS: 674	GENERAL OPERATE	486,918.28	382,984.66	103,933.62
TAXABLE VALUE: 49,764,990	VOTED POLICE	133,860.40	105,287.11	28,573.29
BASE VALUE: 10,230,700	HDLEE OVR POLICE	10,015.13	7,876.84	2,138.29
CAPTURED VALUE: 39,534,290	TOTALS----->	630,793.81	496,148.61	134,645.20
-----CAPTURED TAXES BREAKDOWN-----				
PRE/MBT TAXABLE: 20,513,345			POSITIVE CAPTURE	NEGATIVE CAPTURE
NON PRE/MBT TAXABLE: 29,251,645				
PRE/MBT CAPTURED: 17,278,760	GENERAL OPERATE	397,627.10	-14,642.44	
NON PRE/MBT CAPTURED: 22,255,530	VOTED POLICE	109,312.81	-4,025.70	
COM. PERS. TAXABLE: 1,558,960	HDLEE OVR POLICE	8,178.48	-301.64	
IND. PERS. TAXABLE: 0	TOTALS----->	515,118.39	-18,969.78	
SPEC. ACT PERS. TAXABLE: 0				
COM. PERS. CAPTURED: 632,860				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----				
TOTAL PARCELS:	674			
TAXABLE VALUE:	49,764,990			
BASE VALUE:	10,230,700			
CAPTURED VALUE:	39,534,290			
PRE/MBT TAXABLE:	20,513,345			
NON PRE/MBT TAXABLE:	29,251,645			
PRE/MBT CAPTURED:	17,278,760			
NON-PRE/MBT CAPTURED:	22,255,530			
COM. PERS. TAXABLE:	1,558,960			
IND. PERS. TAXABLE:	0			
SPEC. ACT PERS. TAXABLE:	0			
COM. PERS. CAPTURED:	632,860			
IND. PERS. CAPTURED:	0			
SPEC. ACT PERS. CAPTURED:	0			
	LO SCHOOL DEBT	372,786.97	0.00	372,786.97
	LO SCHOOL OPERAT	535,883.37	0.00	535,883.37
	STATE EDUCATION	298,589.94	0.00	298,589.94
	OAK ISD ALLOCATE	9,358.43	0.00	9,358.43
	OAK ISD VOTED	148,182.53	0.00	148,182.53
	OAK COMM COLLEGE	74,102.78	58,284.64	15,818.14
	OAKLAND COUNTY	197,495.06	155,338.77	42,156.29
	SCHOOL OPER FC	0.00	0.00	0.00
	LO SINKING FUND	93,864.36	0.00	93,864.36
	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	1,730,263.44	213,623.41	1,516,640.03
	-----CAPTURED TAXES BREAKDOWN-----			
		POSITIVE CAPTURE	NEGATIVE CAPTURE	
	LO SCHOOL DEBT	0.00	0.00	
	LO SCHOOL OPERAT	0.00	0.00	
	STATE EDUCATION	0.00	0.00	
	OAK ISD ALLOCATE	0.00	0.00	
	OAK ISD VOTED	0.00	0.00	
	OAK COMM COLLEGE	60,513.36	-2,228.72	
	OAKLAND COUNTY	161,278.02	-5,939.25	
	SCHOOL OPER FC	0.00	0.00	
	LO SINKING FUND	0.00	0.00	
	MILLAGE SPECIALS	0.00	0.00	
	TOTALS----->	221,791.38	-8,167.97	

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
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SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

TOTAL PARCELS:	674	LO SCHOOL DEBT	372,786.97	0.00	372,786.97
TAXABLE VALUE:	49,764,990	LO SCHOOL OPERAT	535,883.37	0.00	535,883.37
BASE VALUE:	10,230,700	STATE EDUCATION	298,589.94	0.00	298,589.94
CAPTURED VALUE:	39,534,290	OAK ISD ALLOCATE	9,358.43	0.00	9,358.43
PRE/MBT TAXABLE:	20,513,345	OAK ISD VOTED	148,182.53	0.00	148,182.53
NON PRE/MBT TAXABLE:	29,251,645	OAK COMM COLLEGE	74,102.78	58,284.64	15,818.14
PRE/MBT CAPTURED:	17,278,760	OAKLAND COUNTY	197,495.06	155,338.77	42,156.29
NON PRE/MBT CAPTURED:	22,255,530	SCHOOL OPER FC	0.00	0.00	0.00
		LO SINKING FUND	93,864.36	0.00	93,864.36
		TOTALS----->	1,730,263.44	213,623.41	1,516,640.03

-----CAPTURED TAXES BREAKDOWN-----

COM. PERS. TAXABLE: 1,558,960
IND. PERS. TAXABLE: 0
SPEC. ACT PERS. TAXABLE: 0

COM. PERS. CAPTURED: 632,860
IND. PERS. CAPTURED: 0
SPEC. ACT PERS. CAPTURED: 0

	POSITIVE CAPTURE	NEGATIVE CAPTURE
LO SCHOOL DEBT	0.00	0.00
LO SCHOOL OPERAT	0.00	0.00
STATE EDUCATION	0.00	0.00
OAK ISD ALLOCATE	0.00	0.00
OAK ISD VOTED	0.00	0.00
OAK COMM COLLEGE	60,513.36	-2,228.72
OAKLAND COUNTY	161,278.02	-5,939.25
SCHOOL OPER FC	0.00	0.00
LO SINKING FUND	0.00	0.00
TOTALS----->	221,791.38	-8,167.97

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----		-----DDA/LDFA: OL-D1-LKOR-1985-----		
TOTAL PARCELS: 674	COUNTY PARKS	17,072.00	13,427.03	3,644.97
TAXABLE VALUE: 49,764,990	METRO PARKS	10,299.08	8,099.94	2,199.14
BASE VALUE: 10,230,700	ZOO AUTHORITY	4,700.25	0.00	4,700.25
CAPTURED VALUE: 39,534,290	ART AUTHORITY	9,676.72	0.00	9,676.72
PRE/MBT TAXABLE: 20,583,975	GENERAL FUND	43,029.49	33,843.94	9,185.55
NON PRE/MBT TAXABLE: 29,181,015	FIRE FUND 1	146,570.35	115,284.29	31,286.06
PRE/MBT CAPTURED: 17,349,220	POLICE FUND	0.00	0.00	0.00
NON-PRE/MBT CAPTURED: 22,185,070	SAFETY PATH	10,980.60	8,636.05	2,344.55
COM. PERS. TAXABLE: 1,558,960	LIBRARY OPERATE	65,518.23	124.01	65,394.22
IND. PERS. TAXABLE: 0	OAKLAND TRANSIT	47,274.45	37,183.00	10,091.45
SPEC. ACT PERS. TAXABLE: 0	TWP PARKS	47,458.18	37,327.66	10,130.52
	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	402,579.35	253,925.92	148,653.43
		-----CAPTURED TAXES BREAKDOWN-----		
COM. PERS. CAPTURED: 632,860			POSITIVE CAPTURE	NEGATIVE CAPTURE
IND. PERS. CAPTURED: 0	COUNTY PARKS		13,940.81	-513.78
SPEC. ACT PERS. CAPTURED: 0	METRO PARKS		8,410.08	-310.14
	ZOO AUTHORITY		0.00	0.00
	ART AUTHORITY		0.00	0.00
	GENERAL FUND		35,138.30	-1,294.36
	FIRE FUND 1		119,692.23	-4,407.94
	POLICE FUND		0.00	0.00
	SAFETY PATH		8,966.69	-330.64
	LIBRARY OPERATE		124.01	0.00
	OAKLAND TRANSIT		38,604.80	-1,421.80
	TWP PARKS		38,755.22	-1,427.56
	MILLAGE SPECIALS		0.00	0.00
	TOTALS----->		263,632.14	-9,706.22

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL	
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985			
TOTAL PARCELS:	674	COUNTY PARKS	17,072.00	13,427.03	3,644.97
TAXABLE VALUE:	49,764,990	METRO PARKS	10,299.08	8,099.94	2,199.14
BASE VALUE:	10,230,700	ZOO AUTHORITY	4,700.25	0.00	4,700.25
CAPTURED VALUE:	39,534,290	ART AUTHORITY	9,676.72	0.00	9,676.72
PRE/MBT TAXABLE:	20,583,975	GENERAL FUND	43,029.49	33,843.94	9,185.55
NON PRE/MBT TAXABLE:	29,181,015	FIRE FUND 1	146,570.35	115,284.29	31,286.06
PRE/MBT CAPTURED:	17,349,220	POLICE FUND	0.00	0.00	0.00
NON PRE/MBT CAPTURED:	22,185,070	SAFETY PATH	10,980.60	8,636.05	2,344.55
COM. PERS. TAXABLE:	1,558,960	LIBRARY OPERATE	65,518.23	124.01	65,394.22
IND. PERS. TAXABLE:	0	OAKLAND TRANSIT	47,274.45	37,183.00	10,091.45
SPEC. ACT PERS. TAXABLE:	0	TWP PARKS	47,458.18	37,327.66	10,130.52
		TOTALS----->	402,579.35	253,925.92	148,653.43
			-----CAPTURED TAXES BREAKDOWN-----		
			POSITIVE CAPTURE	NEGATIVE CAPTURE	
COM. PERS. CAPTURED:	632,860	COUNTY PARKS	13,940.81	-513.78	
IND. PERS. CAPTURED:	0	METRO PARKS	8,410.08	-310.14	
SPEC. ACT PERS. CAPTURED:	0	ZOO AUTHORITY	0.00	0.00	
		ART AUTHORITY	0.00	0.00	
		GENERAL FUND	35,138.30	-1,294.36	
		FIRE FUND 1	119,692.23	-4,407.94	
		POLICE FUND	0.00	0.00	
		SAFETY PATH	8,966.69	-330.64	
		LIBRARY OPERATE	124.01	0.00	
		OAKLAND TRANSIT	38,604.80	-1,421.80	
		TWP PARKS	38,755.22	-1,427.56	
		TOTALS----->	263,632.14	-9,706.22	

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DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

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All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985			SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985	
TOTAL PARCELS: 679	GENERAL OPERATE	460,003.30	356,252.30	103,751.00
TAXABLE VALUE: 47,014,210	VOTED POLICE	126,460.98	97,937.77	28,523.21
BASE VALUE: 10,230,700	HDLEE OVR POLICE	9,461.42	7,326.79	2,134.63
CAPTURED VALUE: 36,783,510	TOTALS----->	595,925.70	461,516.86	134,408.84
PRE/MBT TAXABLE: 19,900,096			-----CAPTURED TAXES BREAKDOWN-----	
NON PRE/MBT TAXABLE: 27,114,114			POSITIVE CAPTURE	NEGATIVE CAPTURE
PRE/MBT CAPTURED: 16,614,561	GENERAL OPERATE		370,307.74	-14,055.44
NON PRE/MBT CAPTURED: 20,168,949	VOTED POLICE		101,802.08	-3,864.31
COM. PERS. TAXABLE: 1,821,400	HDLEE OVR POLICE		7,616.34	-289.55
IND. PERS. TAXABLE: 0	TOTALS----->		479,726.16	-18,209.30
SPEC. ACT PERS. TAXABLE: 0				
COM. PERS. CAPTURED: 895,300				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----			-----DDA/LDFA: OL-D1-LKOR-1985-----	
TOTAL PARCELS: 679	LO SCHOOL DEBT	352,180.94	0.00	352,180.94
TAXABLE VALUE: 47,014,210	LO SCHOOL OPERAT	498,982.44	0.00	498,982.44
BASE VALUE: 10,230,700	STATE EDUCATION	282,085.26	0.00	282,085.26
CAPTURED VALUE: 36,783,510	OAK ISD ALLOCATE	8,840.82	0.00	8,840.82
PRE/MBT TAXABLE: 19,900,096	OAK ISD VOTED	139,991.82	0.00	139,991.82
NON PRE/MBT TAXABLE: 27,114,114	OAK COMM COLLEGE	70,006.22	54,216.32	15,789.90
PRE/MBT CAPTURED: 16,614,561	OAKLAND COUNTY	186,577.96	144,495.98	42,081.98
NON-PRE/MBT CAPTURED: 20,168,949	SCHOOL OPER FC	0.00	0.00	0.00
	LO SINKING FUND	88,675.70	0.00	88,675.70
	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	1,627,341.16	198,712.30	1,428,628.86

COM. PERS. TAXABLE: 1,821,400
IND. PERS. TAXABLE: 0
SPEC. ACT PERS. TAXABLE: 0

-----CAPTURED TAXES BREAKDOWN-----

COM. PERS. CAPTURED: 895,300
IND. PERS. CAPTURED: 0
SPEC. ACT PERS. CAPTURED: 0

POSITIVE CAPTURE NEGATIVE CAPTURE

LO SCHOOL DEBT	0.00	0.00
LO SCHOOL OPERAT	0.00	0.00
STATE EDUCATION	0.00	0.00
OAK ISD ALLOCATE	0.00	0.00
OAK ISD VOTED	0.00	0.00
OAK COMM COLLEGE	56,355.69	-2,139.37
OAKLAND COUNTY	150,197.13	-5,701.15
SCHOOL OPER FC	0.00	0.00
LO SINKING FUND	0.00	0.00
MILLAGE SPECIALS	0.00	0.00
TOTALS----->	206,552.82	-7,840.52

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
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SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		
TOTAL PARCELS:	679	LO SCHOOL DEBT	352,180.94	0.00
TAXABLE VALUE:	47,014,210	LO SCHOOL OPERAT	498,982.44	0.00
BASE VALUE:	10,230,700	STATE EDUCATION	282,085.26	0.00
CAPTURED VALUE:	36,783,510	OAK ISD ALLOCATE	8,840.82	0.00
PRE/MBT TAXABLE:	19,900,096	OAK ISD VOTED	139,991.82	0.00
NON PRE/MBT TAXABLE:	27,114,114	OAK COMM COLLEGE	70,006.22	54,216.32
PRE/MBT CAPTURED:	16,614,561	OAKLAND COUNTY	186,577.96	144,495.98
NON PRE/MBT CAPTURED:	20,168,949	SCHOOL OPER FC	0.00	0.00
		LO SINKING FUND	88,675.70	0.00
		TOTALS----->	1,627,341.16	198,712.30
				1,428,628.86

-----CAPTURED TAXES BREAKDOWN-----

		POSITIVE CAPTURE	NEGATIVE CAPTURE
COM. PERS. TAXABLE:	1,821,400	LO SCHOOL DEBT	0.00
IND. PERS. TAXABLE:	0	LO SCHOOL OPERAT	0.00
SPEC. ACT PERS. TAXABLE:	0	STATE EDUCATION	0.00
		OAK ISD ALLOCATE	0.00
COM. PERS. CAPTURED:	895,300	OAK ISD VOTED	0.00
IND. PERS. CAPTURED:	0	OAK COMM COLLEGE	56,355.69
SPEC. ACT PERS. CAPTURED:	0	OAKLAND COUNTY	150,197.13
		SCHOOL OPER FC	0.00
		LO SINKING FUND	0.00
		TOTALS----->	206,552.82
			-7,840.52

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL	
-----DDA/LDFA: OL-D1-LKOR-1985-----		-----DDA/LDFA: OL-D1-LKOR-1985-----			
TOTAL PARCELS:	679	COUNTY PARKS	16,128.17	12,489.79	3,638.38
TAXABLE VALUE:	47,014,210	METRO PARKS	9,729.55	7,534.25	2,195.30
BASE VALUE:	10,230,700	ZOO AUTHORITY	4,440.49	0.00	4,440.49
CAPTURED VALUE:	36,783,510	ART AUTHORITY	9,141.88	0.00	9,141.88
PRE/MBT TAXABLE:	19,975,916	GENERAL FUND	40,650.57	31,481.21	9,169.36
NON PRE/MBT TAXABLE:	27,038,294	FIRE FUND 1	138,468.43	107,237.06	31,231.37
PRE/MBT CAPTURED:	16,674,211	POLICE FUND	0.00	0.00	0.00
NON-PRE/MBT CAPTURED:	20,109,299	SAFETY PATH	10,373.56	8,032.95	2,340.61
COM. PERS. TAXABLE:	1,821,400	LIBRARY OPERATE	61,896.59	124.01	61,772.58
IND. PERS. TAXABLE:	0	OAKLAND TRANSIT	44,661.09	34,587.35	10,073.74
SPEC. ACT PERS. TAXABLE:	0	TWP PARKS	45,286.29	35,071.39	10,214.90
		MILLAGE SPECIALS	0.00	0.00	0.00
		TOTALS----->	380,776.62	236,558.01	144,218.61
			-----CAPTURED TAXES BREAKDOWN-----		
COM. PERS. CAPTURED:	895,300		POSITIVE CAPTURE	NEGATIVE CAPTURE	
IND. PERS. CAPTURED:	0	COUNTY PARKS	12,982.94	-493.15	
SPEC. ACT PERS. CAPTURED:	0	METRO PARKS	7,831.96	-297.71	
		ZOO AUTHORITY	0.00	0.00	
		ART AUTHORITY	0.00	0.00	
		GENERAL FUND	32,723.67	-1,242.46	
		FIRE FUND 1	111,468.29	-4,231.23	
		POLICE FUND	0.00	0.00	
		SAFETY PATH	8,350.32	-317.37	
		LIBRARY OPERATE	124.01	0.00	
		OAKLAND TRANSIT	35,952.17	-1,364.82	
		TWP PARKS	36,455.49	-1,384.10	
		MILLAGE SPECIALS	0.00	0.00	
		TOTALS----->	245,888.85	-9,330.84	

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
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SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

TOTAL PARCELS:	679	COUNTY PARKS	16,128.17	12,489.79	3,638.38
TAXABLE VALUE:	47,014,210	METRO PARKS	9,729.55	7,534.25	2,195.30
BASE VALUE:	10,230,700	ZOO AUTHORITY	4,440.49	0.00	4,440.49
CAPTURED VALUE:	36,783,510	ART AUTHORITY	9,141.88	0.00	9,141.88
PRE/MBT TAXABLE:	19,975,916	GENERAL FUND	40,650.57	31,481.21	9,169.36
NON PRE/MBT TAXABLE:	27,038,294	FIRE FUND 1	138,468.43	107,237.06	31,231.37
PRE/MBT CAPTURED:	16,674,211	POLICE FUND	0.00	0.00	0.00
NON PRE/MBT CAPTURED:	20,109,299	SAFETY PATH	10,373.56	8,032.95	2,340.61
COM. PERS. TAXABLE:	1,821,400	LIBRARY OPERATE	61,896.59	124.01	61,772.58
IND. PERS. TAXABLE:	0	OAKLAND TRANSIT	44,661.09	34,587.35	10,073.74
SPEC. ACT PERS. TAXABLE:	0	TWP PARKS	45,286.29	35,071.39	10,214.90
		TOTALS----->	380,776.62	236,558.01	144,218.61

-----CAPTURED TAXES BREAKDOWN-----

			POSITIVE CAPTURE	NEGATIVE CAPTURE
COM. PERS. CAPTURED:	895,300	COUNTY PARKS	12,982.94	-493.15
IND. PERS. CAPTURED:	0	METRO PARKS	7,831.96	-297.71
SPEC. ACT PERS. CAPTURED:	0	ZOO AUTHORITY	0.00	0.00
		ART AUTHORITY	0.00	0.00
		GENERAL FUND	32,723.67	-1,242.46
		FIRE FUND 1	111,468.29	-4,231.23
		POLICE FUND	0.00	0.00
		SAFETY PATH	8,350.32	-317.37
		LIBRARY OPERATE	124.01	0.00
		OAKLAND TRANSIT	35,952.17	-1,364.82
		TWP PARKS	36,455.49	-1,384.10
		TOTALS----->	245,888.85	-9,330.84

DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----			-----DDA/LDFA: OL-D1-LKOR-1985-----	
TOTAL PARCELS: 678	GENERAL OPERATE	431,056.74	328,152.73	102,904.01
TAXABLE VALUE: 44,055,740	VOTED POLICE	118,503.20	90,212.84	28,290.36
BASE VALUE: 10,230,700	HDLEE OVR POLICE	8,865.95	6,748.47	2,117.48
CAPTURED VALUE: 33,825,040	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	558,425.89	425,114.04	133,311.85
PRE/MBT TAXABLE: 17,975,674			-----CAPTURED TAXES BREAKDOWN-----	
NON PRE/MBT TAXABLE: 26,080,066			POSITIVE CAPTURE	NEGATIVE CAPTURE
PRE/MBT CAPTURED: 14,765,864	GENERAL OPERATE		342,435.58	-14,282.85
NON-PRE/MBT CAPTURED: 19,059,176	VOTED POLICE		94,139.67	-3,926.83
COM. PERS. TAXABLE: 1,876,890	HDLEE OVR POLICE		7,042.69	-294.22
IND. PERS. TAXABLE: 0	MILLAGE SPECIALS		0.00	0.00
SPEC. ACT PERS. TAXABLE: 0	TOTALS----->		443,617.94	-18,503.90
COM. PERS. CAPTURED: 950,790				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

Collected 740,526
65,465 - went to delinquent taxes?

02/28/2025
03:17 PM

DDA/LDFA Report (Detail) FOR VILLAGE OF LAKE ORION

All Records
Special Population: DDA/LDFA Parcels
Village, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985		
TOTAL PARCELS: 678	GENERAL OPERATE	431,056.74	328,152.73	102,904.01
TAXABLE VALUE: 44,055,740	VOTED POLICE	118,503.20	90,212.84	28,290.36
BASE VALUE: 10,230,700	HDLEE OVR POLICE	8,865.95	6,748.47	2,117.48
CAPTURED VALUE: 33,825,040	TOTALS----->	558,425.89	425,114.04	133,311.85
PRE/MBT TAXABLE: 17,975,674	-----CAPTURED TAXES BREAKDOWN-----			
NON PRE/MBT TAXABLE: 26,080,066		POSITIVE CAPTURE	NEGATIVE CAPTURE	
PRE/MBT CAPTURED: 14,765,864	GENERAL OPERATE	342,435.58	-14,282.85	
NON PRE/MBT CAPTURED: 19,059,176	VOTED POLICE	94,139.67	-3,926.83	
COM. PERS. TAXABLE: 1,876,890	HDLEE OVR POLICE	7,042.69	-294.22	
IND. PERS. TAXABLE: 0	TOTALS----->	443,617.94	-18,503.90	
SPEC. ACT PERS. TAXABLE: 0				
COM. PERS. CAPTURED: 950,790				
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----		-----DDA/LDFA: OL-D1-LKOR-1985-----		
TOTAL PARCELS:	678	LO SCHOOL DEBT	330,019.01	0.00
TAXABLE VALUE:	44,055,740	LO SCHOOL OPERAT	480,702.52	0.00
BASE VALUE:	10,230,700	STATE EDUCATION	264,334.44	0.00
CAPTURED VALUE:	33,825,040	OAK ISD ALLOCATE	8,377.07	0.00
PRE/MBT TAXABLE:	17,975,674	OAK ISD VOTED	132,649.48	0.00
NON PRE/MBT TAXABLE:	26,080,066	OAK COMM COLLEGE	66,332.32	50,496.39
PRE/MBT CAPTURED:	14,765,864	OAKLAND COUNTY	176,802.35	134,594.39
NON-PRE/MBT CAPTURED:	19,059,176	SCHOOL OPER FC	0.00	0.00
COM. PERS. TAXABLE:	1,876,890	LO SINKING FUND	84,046.98	0.00
IND. PERS. TAXABLE:	0	MILLAGE SPECIALS	0.00	0.00
SPEC. ACT PERS. TAXABLE:	0	TOTALS----->	1,543,264.17	185,090.78
COM. PERS. CAPTURED:	950,790	-----CAPTURED TAXES BREAKDOWN-----		
IND. PERS. CAPTURED:	0	POSITIVE CAPTURE NEGATIVE CAPTURE		
SPEC. ACT PERS. CAPTURED:	0	LO SCHOOL DEBT	0.00	0.00
		LO SCHOOL OPERAT	0.00	0.00
		STATE EDUCATION	0.00	0.00
		OAK ISD ALLOCATE	0.00	0.00
		OAK ISD VOTED	0.00	0.00
		OAK COMM COLLEGE	52,694.69	-2,198.30
		OAKLAND COUNTY	140,452.89	-5,858.50
		SCHOOL OPER FC	0.00	0.00
		LO SINKING FUND	0.00	0.00
		MILLAGE SPECIALS	0.00	0.00
		TOTALS----->	193,147.58	-8,056.80

All Records
Special Population: DDA/LDFA Parcels
Summer, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
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SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985

TOTAL PARCELS:	678	LO SCHOOL DEBT	330,019.01	0.00	330,019.01
TAXABLE VALUE:	44,055,740	LO SCHOOL OPERAT	480,702.52	0.00	480,702.52
BASE VALUE:	10,230,700	STATE EDUCATION	264,334.44	0.00	264,334.44
CAPTURED VALUE:	33,825,040	OAK ISD ALLOCATE	8,377.07	0.00	8,377.07
PRE/MBT TAXABLE:	17,975,674	OAK ISD VOTED	132,649.48	0.00	132,649.48
NON PRE/MBT TAXABLE:	26,080,066	OAK COMM COLLEGE	66,332.32	50,496.39	15,835.93
PRE/MBT CAPTURED:	14,765,864	OAKLAND COUNTY	176,802.35	134,594.39	42,207.96
NON PRE/MBT CAPTURED:	19,059,176	SCHOOL OPER FC	0.00	0.00	0.00
		LO SINKING FUND	84,046.98	0.00	84,046.98
		TOTALS----->	1,543,264.17	185,090.78	1,358,173.39

-----CAPTURED TAXES BREAKDOWN-----

			POSITIVE CAPTURE	NEGATIVE CAPTURE	
COM. PERS. TAXABLE:	1,876,890	LO SCHOOL DEBT	0.00	0.00	
IND. PERS. TAXABLE:	0	LO SCHOOL OPERAT	0.00	0.00	
SPEC. ACT PERS. TAXABLE:	0	STATE EDUCATION	0.00	0.00	
COM. PERS. CAPTURED:	950,790	OAK ISD ALLOCATE	0.00	0.00	
IND. PERS. CAPTURED:	0	OAK ISD VOTED	0.00	0.00	
SPEC. ACT PERS. CAPTURED:	0	OAK COMM COLLEGE	52,694.69	-2,198.30	
		OAKLAND COUNTY	140,452.89	-5,858.50	
		SCHOOL OPER FC	0.00	0.00	
		LO SINKING FUND	0.00	0.00	
		TOTALS----->	193,147.58	-8,056.80	

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
-----DDA/LDFA: OL-D1-LKOR-1985-----			-----DDA/LDFA: OL-D1-LKOR-1985-----	
TOTAL PARCELS: 678	COUNTY PARKS	15,284.79	11,635.20	3,649.59
TAXABLE VALUE: 44,055,740	METRO PARKS	9,200.69	7,003.37	2,197.32
BASE VALUE: 10,230,700	ZOO AUTHORITY	4,209.35	0.00	4,209.35
CAPTURED VALUE: 33,825,040	ART AUTHORITY	8,355.07	0.00	8,355.07
PRE/MBT TAXABLE: 18,097,094	GENERAL FUND	38,480.08	29,293.12	9,186.96
NON PRE/MBT TAXABLE: 25,958,646	FIRE FUND 1	131,067.74	99,777.86	31,289.88
PRE/MBT CAPTURED: 14,873,284	POLICE FUND	0.00	0.00	0.00
NON-PRE/MBT CAPTURED: 18,951,756	SAFETY PATH	9,821.81	7,476.28	2,345.53
COM. PERS. TAXABLE: 1,876,890	LIBRARY OPERATE	58,587.23	125.26	58,461.97
IND. PERS. TAXABLE: 0	NOTA	10,302.11	7,841.85	2,460.26
SPEC. ACT PERS. TAXABLE: 0	TWP PARKS	42,868.13	32,633.53	10,234.60
	MILLAGE SPECIALS	0.00	0.00	0.00
	TOTALS----->	328,177.00	195,786.47	132,390.53
			-----CAPTURED TAXES BREAKDOWN-----	
COM. PERS. CAPTURED: 950,790			POSITIVE CAPTURE	NEGATIVE CAPTURE
IND. PERS. CAPTURED: 0	COUNTY PARKS		12,142.09	-506.89
SPEC. ACT PERS. CAPTURED: 0	METRO PARKS		7,308.67	-305.30
	ZOO AUTHORITY		0.00	0.00
	ART AUTHORITY		0.00	0.00
	GENERAL FUND		30,568.53	-1,275.41
	FIRE FUND 1		104,121.09	-4,343.23
	POLICE FUND		0.00	0.00
	SAFETY PATH		7,802.17	-325.89
	LIBRARY OPERATE		125.26	0.00
	NOTA		8,183.64	-341.79
	TWP PARKS		34,054.32	-1,420.79
	MILLAGE SPECIALS		0.00	0.00
	TOTALS----->		204,305.77	-8,519.30

All Records
Special Population: DDA/LDFA Parcels
Winter, Real & Personal Property
DDA/LDFA Chosen: OL-D1-LKOR-1985, Adjusted Values (All Adjustments Included)
Include: All Parcels

PARCEL INFORMATION	TAX HEADING	TAX BILLED	CAPTURED TAX	NET TOTAL
SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985			SCHOOL: 63230, DDA/LDFA: OL-D1-LKOR-1985	
TOTAL PARCELS: 678	COUNTY PARKS	15,284.79	11,635.20	3,649.59
TAXABLE VALUE: 44,055,740	METRO PARKS	9,200.69	7,003.37	2,197.32
BASE VALUE: 10,230,700	ZOO AUTHORITY	4,209.35	0.00	4,209.35
CAPTURED VALUE: 33,825,040	ART AUTHORITY	8,355.07	0.00	8,355.07
PRE/MBT TAXABLE: 18,097,094	GENERAL FUND	38,480.08	29,293.12	9,186.96
NON PRE/MBT TAXABLE: 25,958,646	FIRE FUND 1	131,067.74	99,777.86	31,289.88
PRE/MBT CAPTURED: 14,873,284	POLICE FUND	0.00	0.00	0.00
NON PRE/MBT CAPTURED: 19,951,756	SAFETY PATH	9,821.81	7,476.28	2,345.53
COM. PERS. TAXABLE: 1,876,890	LIBRARY OPERATE	58,587.23	125.26	58,461.97
IND. PERS. TAXABLE: 0	NOTA	10,302.11	7,841.85	2,460.26
SPEC. ACT PERS. TAXABLE: 0	TWP PARKS	42,868.13	32,633.53	10,234.60
COM. PERS. CAPTURED: 950,790	TOTALS----->	328,177.00	195,786.47	132,390.53
IND. PERS. CAPTURED: 0				
SPEC. ACT PERS. CAPTURED: 0				
			-----CAPTURED TAXES BREAKDOWN-----	
			POSITIVE CAPTURE	NEGATIVE CAPTURE
	COUNTY PARKS		12,142.09	-506.89
	METRO PARKS		7,308.67	-305.30
	ZOO AUTHORITY		0.00	0.00
	ART AUTHORITY		0.00	0.00
	GENERAL FUND		30,568.53	-1,275.41
	FIRE FUND 1		104,121.09	-4,343.23
	POLICE FUND		0.00	0.00
	SAFETY PATH		7,802.17	-325.89
	LIBRARY OPERATE		125.26	0.00
	NOTA		8,183.64	-341.79
	TWP PARKS		34,054.32	-1,420.79
	TOTALS----->		204,305.77	-8,519.30

Annual Report on Status of Tax Increment Financing Plan

Send completed form to: Treas-StateSharePropTaxes@michigan.gov	Enter Municipality Name in this cell	TIF Plan Name	For Fiscal Years ending in
Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of authority's fiscal year ending in 2024. MCL 125.4911(2)			2024
	Year AUTHORITY (not TIF plan) was created:	1985	
	Year TIF plan was created or last amended to extend its duration:	2020	
	Current TIF plan scheduled expiration date:	2040	
	Did TIF plan expire in FY24?	NO	
	Year of first tax increment revenue capture:	1986	
	Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?	NO	
	If yes, authorization for capturing school tax:		
	Year school tax capture is scheduled to expire:		

Revenue:	Tax Increment Revenue	\$	-
	Property taxes - from DDA millage only	\$	-
	Interest	\$	7,753
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$	15,971
	Other income (grants, fees, donations, etc.)	\$	83,571
	Total	\$	107,295

Tax Increment Revenues Received

	Revenue Captured	Millage Rate Captured
From counties	\$ 176,598	
From cities	\$ -	
From townships	\$ 195,092	
From villages	\$ 496,149	
From libraries (if levied separately)		
From community colleges	\$ 58,285	
From regional authorities (type name in next cell) Oakland Transit	\$ 37,183	
From regional authorities (type name in next cell)	\$ -	
From regional authorities (type name in next cell)	\$ -	
From local school districts-operating	\$ -	
From local school districts-debt	\$ -	
From intermediate school districts	\$ -	
From State Education Tax (SET)	\$ -	
From state share of IFT and other specific taxes (school taxes)	\$ -	
Total	\$ 963,306	

Expenditures

	Administration - Personnel	\$	161,591
	Administration - Non-Personnel	\$	316,482
	Organization	\$	5,569
	Design	\$	17,311
	Economic Development	\$	77,766
	Promotions	\$	44,855
	Capital Outlay	\$	8,742
	Inter Fund Transfer (Bond Project)	\$	422,709
	Debt Service and other charges	\$	157,500
		\$	-
		\$	-
Transfers to other municipal fund (list fund name)	Police Service Fund	\$	60,000
Transfers to other municipal fund (list fund name)	Public Works Service Fund	\$	29,400
	Transfers to General Fund	\$	70,000
	Total	\$	1,371,925

Total outstanding non-bonded Indebtedness	Principal	\$	-
	Interest	\$	-
Total outstanding bonded Indebtedness	Principal	\$	4,745,000
	Interest	\$	1,997,459
	Total	\$	6,742,459
Bond Reserve Fund Balance		\$	-
Unencumbered Fund Balance		\$	-
Encumbered Fund Balance		\$	-

Annual Report on Status of Tax Increment Financing Plan

<p>Send completed form to: Treas-StateSharePropTaxes@michigan.gov Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of authority's fiscal year ending in 2022. MCL 125.4911(2)</p>	<p>Enter Municipality Name in this cell</p>	<p>TIF Plan Name</p>	<p>For Fiscal Years ending in</p> <p>2023</p>
	<p>Year AUTHORITY (not TIF plan) was created:</p>	<p>1985</p>	
	<p>Year TIF plan was created or last amended to extend its duration:</p>	<p>2020</p>	
	<p>Current TIF plan scheduled expiration date:</p>	<p>2040</p>	
	<p>Did TIF plan expire in FY22?</p>	<p>NO</p>	
	<p>Year of first tax increment revenue capture:</p>	<p>1986</p>	
	<p>Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?</p>	<p>NO</p>	
	<p>If yes, authorization for capturing school tax:</p>		
	<p>Year school tax capture is scheduled to expire:</p>		

Revenue:

Tax Increment Revenue		
Property taxes - from DDA millage only	\$	-
Interest	\$	2,813
State reimbursement for PPT loss (Forms 5176 and 4650)	\$	10,094
Other income (grants, fees, donations, etc.)	\$	104,910
Total	\$	117,817

Tax Increment Revenues Received

	Revenue Captured	Millage Rate Captured
From counties	\$ 164,709	
From cities	\$ -	
From townships	\$ 181,946	
From villages	\$ 461,517	
From libraries (if levied separately)	\$ -	
From community colleges	\$ 54,216	
From regional authorities (type name in next cell)	NOTA \$ 34,587	
From regional authorities (type name in next cell)	\$ -	
From regional authorities (type name in next cell)	\$ -	
From local school districts-operating	\$ -	
From local school districts-debt	\$ -	
From intermediate school districts	\$ -	
From State Education Tax (SET)	\$ -	
From state share of IFT and other specific taxes (school taxes)	\$ -	
Total	\$ 896,976	

Expenditures

Administration-Personnel Costs	\$ 126,254
Administration-Non Personnel Costs	\$ 290,350
Organization	\$ 14,829
Design	\$ 22,461
Economic Development	\$ 78,538
Promotions	\$ 78,538
Capital Outlay	\$ 324,733
	\$ -
	\$ -
	\$ -
	\$ -
Police Services Fund	\$ 60,000
Public Works Services Fund	\$ 30,000
Transfers to General Fund	\$ 70,000
Total	\$ 1,095,703

Total outstanding non-bonded indebtedness

Principal	\$ 100,000
Interest	\$ 10,000

Total outstanding bonded indebtedness

Principal	
Interest	
Total	\$ 110,000

Bond Reserve Fund Balance \$ -

Unencumbered Fund Balance \$ -

Encumbered Fund Balance \$ -

PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed Value	Captured Value	Overall Tax rates captured by TIF plan	
				TIF Revenue	
Ad valorem PRE Real	\$ 18,154,516	\$ 3,293,360	\$ 14,861,156	24.0290000	\$357,098.72
Ad valorem non-PRE Real	\$ 26,571,114	\$ 6,011,240	\$ 20,559,874	24.0290000	\$494,033.21
Ad valorem industrial personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem commercial personal	\$ 1,821,400	\$ 926,100	\$ 895,300	24.0290000	\$21,513.16
Ad valorem utility personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem other personal	\$ 1,015,210	\$ 2,700	\$ 1,012,510	24.0290000	\$24,329.60
IFT New Facility real property, 0% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 50% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 100% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on industrial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on commercial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property, all other	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax New Facility	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT Replacement Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Neighborhood Enterprise Zone Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Obsolete Property Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Exempt (from all property tax) Real Property	\$ -	\$ -	\$ -	0.0000000	\$0.00
Total Captured Value	\$ 45,740,840	\$ 10,233,400	\$ 37,328,840	Total TIF Revenue	\$896,974.70

Annual Report on Status of Tax Increment Financing Plan

Section 10, Item C.

Send completed form to: Treas-StateSharePropTaxes@michigan.gov	Enter Municipality Name in this cell	TIF Plan Name	For Fiscal Years ending in
<small>Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of authority's fiscal year ending in 2022. MCL 125.4911(2)</small>	Downtown Development Authority		2022
Year AUTHORITY (not TIF plan) was created:		1985	
Year TIF plan was created or last amended to extend its duration:		2020	
Current TIF plan scheduled expiration date:		2040	
Did TIF plan expire in FY22?		no	
Year of first tax increment revenue capture:		1986	
Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?		no	
If yes, authorization for capturing school tax:			
Year school tax capture is scheduled to expire:			

Revenue:	Tax Increment Revenue	\$ -
	Property taxes - from DDA millage only	\$ -
	Interest	\$ 2,458
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$ 8,015
	Other income (grants, fees, donations, etc.)	\$ 62,529
	Total	\$ 73,002

Tax Increment Revenues Received	Revenue Captured	Millage Rate Captured
From counties	\$ 153,233	
From cities	\$ -	
From townships	\$ 191,604	
From villages	\$ 425,114	
From libraries (if levied separately)	\$ -	
From community colleges	\$ 50,496	
From regional authorities (type name in next cell)	NOTA \$ 7,842	
From regional authorities (type name in next cell)	\$ -	
From regional authorities (type name in next cell)	\$ -	
From local school districts-operating	\$ -	
From local school districts-debt	\$ -	
From intermediate school districts	\$ -	
From State Education Tax (SET)	\$ -	
From state share of IFT and other specific taxes (school taxes)	\$ -	
Total	\$ 828,290	

Expenditures	Administration- Personnel Costs	\$ 120,517
	Administration- Non Personnel Costs	\$ 105,727
	Organization	\$ 42,020
	Design	\$ 33,449
	Economic Development	\$ 59,411
	Promotions	\$ 64,428
	Capital Outlay	\$ 93,203
		\$ -
		\$ -
		\$ -
		\$ -
Transfers to other municipal fund (list fund name)	Police Services Fund	\$ 60,000
Transfers to other municipal fund (list fund name)	Public Works Services Fund	\$ 26,196
	Transfers to General Fund	\$ 97,004
	Total	\$ 701,955

Total outstanding non-bonded Indebtedness	Principal	\$ 100,000
	Interest	\$ 12,500
Total outstanding bonded Indebtedness	Principal	\$ -
	Interest	\$ -
	Total	\$ 112,500

Bond Reserve Fund Balance	\$ -
Unencumbered Fund Balance	\$ -
Encumbered Fund Balance	\$ -

CAPTURED VALUES

PROPERTY CATEGORY	Current Taxable Value		Initial (base year) Assessed Value		Captured Value	Overall Tax rates	TIF Revenue
alorem PRE Real	\$ 16,220,204	\$ 2,169,815	\$	\$	14,050,389	24.0384000	\$337,748.87
alorem non-PRE Real	\$ 25,578,046	\$ 7,134,785	\$	\$	18,443,261	24.0384000	\$443,346.49
alorem industrial personal	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
alorem commercial personal	\$ 1,876,890	\$ 926,100	\$	\$	950,790	24.0384000	\$22,855.47
alorem utility personal	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
alorem other personal	\$ 1,015,210	\$ 2,700	\$	\$	1,012,510	24.0384000	\$24,339.12
ew Facility real property, 0% SET exemption	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
ew Facility real property, 50% SET exemption	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
ew Facility real property, 100% SET exemption	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
ew Facility personal property on industrial class land	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
ew Facility personal property on commercial class land	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
ew Facility personal property, all other	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
mercial Facility Tax New Facility	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
replacement Facility (frozen values)	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
mercial Facility Tax Restored Facility (frozen values)	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
mercial Rehabilitation Act	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
hborhood Enterprise Zone Act	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
lete Property Rehabilitation Act	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
le Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
capt (from all property tax) Real Property	\$ -	\$ -	\$ -	\$ -	-	0.0000000	\$0.00
Captured Value		\$ 10,233,400		\$	34,456,950	Total TIF Revenue	\$828,289.95

Section 10, Item C.

Annual Report on Status of Tax Increment Financing Plan

<p>Send completed form to: Treas-StateSharePropTaxes@michigan.gov</p>	<p>Village of Lake Orion</p>	<p>TIF Plan Name</p>	<p>For Fiscal Years ending in</p>
<p>Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of authority's fiscal year ending in 2021.</p>	<p>Downtown Development Authority</p>		<p>2021</p>
<p>Year AUTHORITY (not TIF plan) was created:</p>	<p>1985</p>		
<p>Year TIF plan was created or last amended to extend its duration:</p>	<p>2020</p>		
<p>Current TIF plan scheduled expiration date:</p>	<p>2040</p>		
<p>Did TIF plan expire in FY21?</p>	<p>No</p>		
<p>Year of first tax increment revenue capture:</p>	<p>1986</p>		
<p>Does the authority capture taxes from local or intermediate school districts, or capture the state education tax? Yes or no?</p>	<p>No</p>		
<p>If yes, authorization for capturing school tax:</p>			
<p>Year school tax capture is scheduled to expire:</p>			

Revenue:	Tax Increment Revenue	\$ -
	Property taxes - from DDA levy	\$ -
	Interest	\$ 2,620
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$ 8,128
	Other income (grants, fees, donations, etc.)	\$ 79,778
	Total	\$ 90,526

Tax Increment Revenues Received	From counties	\$ 137,533
	From municipalities (city, twp, village)	\$ 596,606
	From libraries (if levied separately)	\$ -
	From community colleges	\$ 47,786
	From regional authorities (type name in next cell) NOTA	\$ 7,422
	From regional authorities (type name in next cell)	\$ -
	From regional authorities (type name in next cell)	\$ -
	From local school districts-operating	\$ -
	From local school districts-debt	\$ -
	From intermediate school districts	\$ -
	From State Education Tax (SET)	\$ -
	From state share of IFT and other specific taxes (school taxes)	\$ -
	Total	\$ 789,347

Expenditures	<u>Administration- Personnel Costs</u>	\$ 103,828
	<u>Administration- Non-Personnel Costs</u>	\$ 52,997
	<u>Organization</u>	\$ 16,741
	<u>Design</u>	\$ 13,884
	<u>Economic Vitality</u>	\$ 83,655
	<u>Promotions</u>	\$ 32,091
	<u>Capital Outlay</u>	\$ 42,991
		\$ -
		\$ -
		\$ -
		\$ -
Transfers to other municipal fund (list fund name)	<u>Police Services Fund</u>	\$ 85,429
Transfers to other municipal fund (list fund name)	<u>Public Works Services Fund</u>	\$ 31,200
	<u>Transfers to General Fund</u>	\$ 95,738
	Total	\$ 558,554

Outstanding non-bonded Indebtedness	Principal	\$ 120,000
	Interest	\$ 14,900
Outstanding bonded Indebtedness	Principal	\$ -
	Interest	\$ -
	Total	\$ 134,900

Bond Reserve Fund Balance		\$ -
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CAPTURED VALUES

PROPERTY CATEGORY	Current Taxable Value	Initial (base year) Assessed Value	Captured Value	Overall Tax rates captured by TIF plan	TIF Revenue
Ad valorem PRE Real	\$ 15,183,366	\$ 2,169,815	\$ 13,013,551	24.2749000	\$315,902.65
Ad valorem non-PRE Real	\$ 24,607,924	\$ 7,134,785	\$ 17,473,139	24.2749000	\$424,158.70
Ad valorem industrial personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem commercial personal	\$ 1,906,710	\$ 926,100	\$ 980,610	24.2749000	\$23,804.21
Ad valorem utility personal	\$ -	\$ -	\$ -	0.0000000	\$0.00
Ad valorem other personal	\$ 1,052,410	\$ 2,700	\$ 1,049,710	24.2749000	\$25,481.61
IFT New Facility real property, 0% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 50% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility real property, 100% SET exemption	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on industrial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property on commercial class land	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT New Facility personal property, all other	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax New Facility	\$ -	\$ -	\$ -	0.0000000	\$0.00
IFT Replacement Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Commercial Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Neighborhood Enterprise Zone Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Obsolete Property Rehabilitation Act	\$ -	\$ -	\$ -	0.0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$ -	\$ -	\$ -	0.0000000	\$0.00
Exempt (from all property tax) Real Property	\$ -	\$ -	\$ -	0.0000000	\$0.00
Total Captured Value		\$ 10,233,400	\$ 32,517,010		\$789,347.17 Total TIF Revenue

Village of Lake Orion

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Component Unit – DDA

Year Ended June 30, 2024

	Downtown Development Authority	DDA Property Acquisition Fund	Total
Revenues			
Property taxes	\$ 805,579	\$ -	\$ 805,579
Other taxes	15,971	-	15,971
Operating grants and contributions	201,996	-	201,996
State grants	3,500	-	3,500
Interest	7,629	124	7,753
Other revenues	35,802	-	35,802
Total revenues	1,070,477	124	1,070,601
Expenditures			
Community development	1,048,183	-	1,048,183
Debt service:			
Principal	-	300,000	300,000
Interest and other charges	-	15,000	15,000
Capital outlay	8,742	-	8,742
Total expenditures	1,056,925	315,000	1,371,925
Excess (deficiency) of revenues over expenditures	13,552	(314,876)	(301,324)
Other financing sources (uses)			
Transfers in	-	157,500	157,500
Transfers out	(157,500)	-	(157,500)
Total other financing sources (uses)	(157,500)	157,500	-
Net change in fund balance	(143,948)	(157,376)	(301,324)
Fund balance at beginning of year	500,759	326,841	827,600
Fund balance at end of year	\$ 356,811	\$ 169,465	\$ 526,276

Reconciliation to statement of activities:

Net change in fund balance as of June 30, 2023 \$ (301,324)

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This amount represents capital outlay in excess of depreciation in the current period.

Capital outlay	3,534
Depreciation expense	(114,325)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This amount is the net effect of these differences in the treatment of long-term debt.

	Principal repayments	300,000
Change in net position – component unit		\$ (112,115)

Village of Lake Orion

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Component Unit – DDA

Year Ended June 30, 2023

	Downtown Development Authority	DDA Property Acquisition Fund	Total
Revenues			
Property taxes	\$ 935,037	\$ -	\$ 935,037
Other taxes	10,094	-	10,094
Operating grants and contributions	15,927	-	15,927
State grants	2,813	-	2,813
Interest	4,973	190	5,163
Other revenues	102,097	-	102,097
Total revenues	1,070,941	190	1,071,131
Expenditures			
Community development	669,716	-	669,716
Debt service:			
Principal	-	100,000	100,000
Interest and other charges	-	10,000	10,000
Capital outlay	324,733	-	324,733
Total expenditures	994,449	110,000	1,104,449
Excess (deficiency) of revenues over expenditures	76,492	(109,810)	(33,318)
Other financing sources (uses)			
Transfers in	-	214,178	214,178
Transfers out	(214,178)	-	(214,178)
Total other financing sources (uses)	(214,178)	214,178	-
Net change in fund balance	(137,686)	104,368	(33,318)
Fund balance at beginning of year	638,445	222,473	860,918
Fund balance at end of year	\$ 500,759	\$ 326,841	\$ 827,600

Reconciliation to statement of activities:

Net change in fund balance as of June 30, 2023 \$ (33,318)

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This amount represents capital outlay in excess of depreciation in the current period.

Capital outlay	237,879
Depreciation expense	(128,269)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This amount is the net effect of these differences in the treatment of long-term debt.

	Principal repayments	100,000
Change in net position – component unit		\$ 176,292

Village of Lake Orion

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Component Unit – DDA

Year Ended June 30, 2022

	Downtown Development Authority	DDA Property Acquisition Fund	Total
Revenues			
Property taxes	\$ 740,526	\$ -	\$ 740,526
Other taxes	8,015	-	8,015
Operating grants and contributions	87,764	-	87,764
State grants	3,688	-	3,688
Interest	2,297	161	2,458
Other revenues	58,841	-	58,841
Total revenues	901,131	161	901,292
Expenditures			
Community development	579,752	-	579,752
Debt service:			
Principal	-	100,000	100,000
Interest and other charges	-	12,500	12,500
Capital outlay	93,203	-	93,203
Total expenditures	672,955	112,500	785,455
Excess (deficiency) of revenues over expenditures	228,176	(112,339)	115,837
Other financing sources (uses)			
Transfers in	-	120,000	120,000
Transfers out	(149,000)	-	(149,000)
Total other financing sources (uses)	(149,000)	120,000	(29,000)
Net change in fund balance	79,176	7,661	86,837
Fund balance at beginning of year	559,269	214,812	774,081
Fund balance at end of year	\$ 638,445	\$ 222,473	\$ 860,918

Reconciliation to statement of activities:

Net change in fund balance as of June 30, 2022 \$ 86,837

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This amount represents capital outlay in excess of depreciation in the current period.

Capital outlay	-
Depreciation expense	(125,891)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This amount is the net effect of these differences in the treatment of long-term debt.

	Principal repayments	100,000
Change in net position – component unit		\$ 60,946

Village of Lake Orion

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Component Unit – DDA

Year Ended June 30, 2021

	Downtown Development Authority	DDA Property Acquisition Fund	Total
Revenues			
Property taxes	\$ 697,980	\$ -	\$ 697,980
Other taxes	8,128	-	8,128
Operating grants and contributions	95,649	-	95,649
State grants	32,418	-	32,418
Interest	2,482	138	2,620
Other revenues	43,078	-	43,078
Total revenues	879,735	138	879,873
Expenditures			
Community development	501,463	-	501,463
Debt service:			
Principal	120,000	-	120,000
Interest and other charges	-	-	-
Capital outlay	42,991	-	42,991
Total expenditures	664,454	-	664,454
Excess (deficiency) of revenues over expenditures	215,281	138	215,419
Other financing sources (uses)			
Transfers in	-	14,250	14,250
Transfers out	(43,250)	-	(43,250)
Total other financing sources (uses)	(43,250)	14,250	(29,000)
Net change in fund balance	172,031	14,388	186,419
Fund balance at beginning of year	387,238	200,424	587,662
Fund balance at end of year	\$ 559,269	\$ 214,812	\$ 774,081

Reconciliation to statement of activities:

Net change in fund balance as of June 30, 2021 \$ 186,419

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This amount represents capital outlay in excess of depreciation in the current period.

Capital outlay	19,530
Depreciation expense	(125,893)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This amount is the net effect of these differences in the treatment of long-term debt.

	Principal repayments	120,000
Change in net position-component unit		\$ 200,056



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC Green’s Park Schedule and Fees and Boat Dock Fees

BACKGROUND BRIEF:

Administration is requesting that Village Council adopt a resolution establishing the annual fees for Green's Park passes and Village boat dock passes. Administration is proposing no changes to the 2024-25 fee schedule.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The Village realized \$16,278 in park fees and \$15,000 in boat dock fees for the previous fiscal year 2023-24. The same level of revenue is anticipated for FY 2025-26.

RECOMMENDED MOTION:

To adopt the following resolution establishing Green's Park Schedule and Fees and Boat Dock fees for the 2025-26 season:

RESOLUTION NO. 2025-__

**VILLAGE OF LAKE ORION
COUNTY OF OAKLAND
STATE OF MICHIGAN**

A RESOLUTION TO ESTABLISH GREEN’S PARK SCHEDULE AND FEES AND BOAT DOCK FEES FOR THE 2025-26 SEASON.

RESOLVED: That Green’s Park schedule and fees for the 2025-26 Season are established as follows:

SCHEDULE:

Pre-Season - No Pass Required

October to Thursday before Memorial Day: Dawn to Dusk

NOTE: No Attendant, No Lifeguard on Duty, No Swimming, Beach Closed, Buildings Closed (**no restroom facilities**)

Summer Season - Pass Required

Day Pass: \$2.00 per Person

Seasonal Pass: \$25.00 Family (*members living in same household*)

Friday before Memorial Day to Sunday after Labor Day: Dawn to Dusk

Weather permitting swim at your own risk - (**Lifeguard on Duty at times below**).

Building restroom facilities open; surveillance video camera and site monitored by Police.

Persons wishing to fish must do so at least 100 feet away from the beach and swimming area.

Fishing is not allowed on the dock.

NOTE: Attendant/Lifeguard on Duty

School Days 3:00 p.m. - 7:00 p.m.

All Other Days

Monday - Thursday 11:00 a.m. - 7:00 p.m.

Friday/Saturday/Sunday 11:00 a.m. - 8:00 p.m.

Post-Season - No Pass Required

October to May: Dawn to Dusk

NOTE: No Attendant, No Lifeguard on Duty, No Swimming, Beach Closed, Buildings Closed (**No restroom facilities**)

Group Use Reservation Fees (11 or more persons): (includes lifeguard)

Monday through Friday: Half Day \$100.00

Full Day \$175.00

Saturday/Sunday Available 11 am -8 pm

Half Day \$175.00

Full Day \$200.00

Event Daily no charge: \$500 fee per day

Fitness Group: \$50.00/month - requires hold-harmless agreement and insurance certificate with village named as additional insured

Pelton's Point and Green's Park Boat Dock Passes: \$75.00/season (April 1 - October 31; includes seasonal family pass to Green's Park)

Day & Seasonal Passes, Group Reservations Permits, Park Rules & Regulations may be obtained at the Lake Orion Village Offices Monday through Thursday from 7:00 AM to 4:30 PM.

PARK AND BOAT DOCK PASSES WILL NOT BE REISSUED IF LOST



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC Community Newsletter

BACKGROUND BRIEF:

Council members Cyrowski and Lamb have requested that the community newsletter be placed on the Council’s meeting agenda for discussion. As Council is aware, the Village currently issues an electronic newsletter quarterly in Spring, Summer, Fall, and Winter. The newsletter can be found under the GOVERNMENT tab on the web site. The newsletter is uploaded to the Village’s web site, and there are no printing or postage costs associated with this electronic newsletter. Labor costs are limited to the actual preparation and posting of the electronic document. Council Member Cyrowski has proposed creating a hard copy newsletter that can be mailed to all residents due to concerns that some senior citizens do not have access to the Village’s web site. Council Member Cyrowski’s recommended vendor price quote is for 1,200 addresses and appears to only include mailing and mail preparation services but not printing.

Administration has been reviewing the most cost-effective ways to produce a hard copy newsletter that can be mailed to every household and has determined that printing and mailing the newsletter with each utility bill results in the lowest cost. Approximately 1,500 newsletters would be printed and mailed each quarter.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

A hard copy, mailed newsletter would incur the following additional in-house annual costs for the Village: (1) printing of color copies ($\$0.085 \times 4 \times 1,500 \times 4$) - \$2,040; alternatively, the cost of printing black and white copies ($\$0.008 \times 4 \times 1,500 \times 4$) - \$192; (2) paper - \$60; and (3) labor cost for folding and stuffing envelopes (10 hours per year) - \$283. Total cost would range from \$535 to \$2,383 for a 4-page newsletter. To utilize the vendor proposed by Council Member Cyrowski only provides the mailing services and preparation for mailing. The services do not appear to include printing. The Village would need to deliver the copies to Mail-Tek. The cost for these mailing services would be approximately \$1,540 versus the Village’s \$283 for mail preparation and mailing. If utilizing Mail-Tek, the total cost would range from approximately \$1,792 to \$3,640.

RECOMMENDED MOTION:

To be determined

Darwin McClary

From: Michael Lamb
Sent: Tuesday, March 11, 2025 8:03 PM
To: Darwin McClary
Cc: c cyrowski; Sonja Stout; Mark Amundson (amundsonm@lakeorionpolice.org); Wesley Sanchez
Subject: Requesting Village Newsletter be added to next agenda

Darwin,

Carl and I would like to bring the newsletter forward to the Council on the next agenda. We have been asking for some time.

- What should we consider for content?
- Can we produce and mail inhouse? We have the new super copier.
- Do we get a preferential postage rate? Never thought to ask before.
- What content should be include? Black/white, Color.
- My thoughts would be something a person might put on their household info board and leave to hang until the next one arrived.

Thank you,

Mike Lamb

Darwin McClary

From: mtek116@aol.com
Sent: Tuesday, March 11, 2025 2:22 PM
To: Sonja Stout; Darwin McClary
Cc: Lynsey Blough
Subject: Re: Inquiry Regarding Mailer Services and Pricing

Sonja,

Here are some numbers based on the info I had from previous quote:

Mailing roughly 1200 addresses to a 11x17 newsletter folded down to finished size of 5.5 x 8.5.

Services quote if customer list supplied in excel format:

- List setup: \$ 35
- NCOA list: \$ 50
- Apply 2 tabs to newsletters: \$ 50
- Inkjet address newsletters, sort, tray: \$ 65
- Deliver to Post Office: \$ 50

Services: Net 10 days

Postage, presorted standard rates: roughly \$.36/ea

(note: all postage funds are due before delivery of mail to the Post Office)

We accept business checks and all major credit cards for remittance (Credit card payments will have an added 4 % surcharge for postage amounts and any applicable taxes and a \$ 1.00 transaction fee)

Newsletters must meet postal specs as far as folding requirements. Would need a PDF of address side of newsletter and know where the folds are before printing. We would need our permit imprint added to the address side before printing also.

All materials must be delivered, if overs are needed back you must make arrangements for picking up or we would charge to ship back.

Turnaround after we get list and materials in house 1 to 3 working days to get to the Post Office.

You can call me if you have any questions.

Sincerely,

Richard
Mail-Tek
248-536-5575



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC DIA Inside Out – Public Art Program

BACKGROUND BRIEF:

Your Downtown Development Authority was successful in securing the opportunity to host the 2025 Detroit Institute of Arts “Inside-Out” Public Art Program. This program, now 16 years old, is a competitive process amongst the regional communities participating in the supportive funding for the DIA. It brings important cultural and educational installations of carefully reproduced gallery art to public spaces and walkable locations within a community where the public can enjoy and learn about these master works in a welcoming and safe setting.

The Village of Orion last hosted the program in 2019 with great success and support from our residents.

What is before the council is the approval of the location map, chosen and requested by the DIA representative who walked and examined the community, and the cooperative installation of these public art installations throughout the community. A list of the selected pieces and the proposed location is attached.

SUMMARY OF PREVIOUS COUNCIL ACTION:

This program, in an identical form, was approved in 2019

FINANCIAL IMPACT:

There is no financial component of this program. It is awarded through competitive application and the only cost is the imbedded aspects of helping with any installation questions.

RECOMMENDED MOTION:

To accept and approve the 2025 Detroit Institute of Arts Inside Out Program at the ten (10) locations described in the DIA Reproduction Inventory, with all installations to be installed with the advice of the Department of Public Works Director and removed not later than October 31, 2025.



Inside|Out

The Inside|Out program by the Detroit Institute of Arts has been turning Macomb, Oakland, and Wayne counties into a giant, outdoor gallery every spring and summer since 2010. It brings reproductions from the museum's art collection to life in the streets, parks, and public spaces with high-quality reproductions.

This initiative makes art easy and fun to explore, right where people live and hang out. It's all about connecting people with art in a friendly, accessible way, showing that art is for everyone and everywhere. The program is a big part of the museum's mission to get out into the community and make art a shared experience that brings us all closer.

Applications for Inside | Out are currently closed. Watch for updates on our 2025 sites in March 2025!











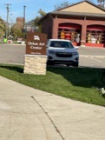

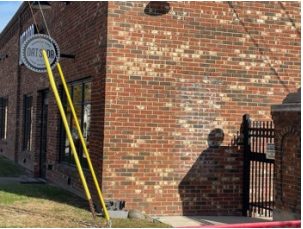

Village of Lake Orion 2025 – 10 reproductions (Site Visit: 2024)








Janet Bloom, DDA



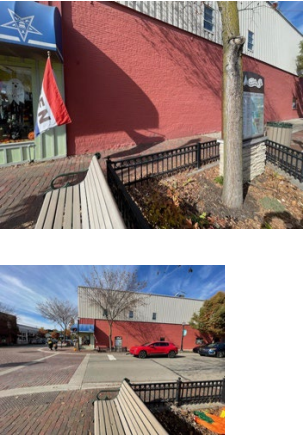

118 N. Broadway St., Lake Orion, 48362

248.693.9742, bloom@downtownlakeorion.org

SITE	LOCATION/ADDRESSES	IMAGE IDEAS	SIZE	WM/FS
<p>(1)</p> 	<p>Lake Orion Village Hall 21 E. Church Street Lake Orion, MI 48362</p>	 <p>Violinist and Young Woman Edgar Degas</p>	<p>28 ¼ x 32 ¾</p>	<p>FS</p>
<p>(2)</p> 	<p>Children's Park 201 S Broadway Lake Orion, 48362</p>	 <p>Irises and Calla Lilies Maria Oakey Dewing</p>	<p>18 ½ x 15 ½</p>	<p>FS</p>
<p>(3)</p>	<p>Children's Park</p>		<p>19 x 39 ½</p>	

  Reference	<p>201 S Broadway Lake Orion, 48362</p>	 <i>Young Girl Sleeping</i> Eberhart Keilhau		
<p>(4)</p>   Reference	<p>Lake Orion Art Center</p>	 <i>Lovers on a Balcony During Monsoon</i> – Unknown Artist	<p>11 ¼ X 8 ½</p>	
<p>(5)</p> 	<p>Oat Soda 197 S. Broadway Lake Orion, 48362</p>			

		Hard Ball III Robert Moskowitz		
(6) 	Lucky's Natural Foods 101 S. Broadway St., Lake Orion, 48362	 Merrymakers Carolus-Duran	27 x 42	WM
(7)  	24 West Flint Street Lake Orion, MI 48362	 Cycles Norval Morrisseau	59 x 93	WM
(8) 			59 x 63	WM

		Untitled Karin Kneffel		
(9)  Reference		 Love Flight of a Pink Candy Heart Florine Stettheimer	60 x 40	WM
(10) 		 Reeds and Cranes Suzuki Kitsu	36 x 75	WM



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 24, 2025

TOPIC Village Manager Performance Evaluation Process

BACKGROUND BRIEF:

Village Manager McClary is requesting that Council establish an ad hoc committee to work with him on formulating and implementing the 2025 Village Manager performance evaluation process. The Village Manager’s evaluation is governed by Section 8 of his employment agreement. The Village Manager’s employment agreement is available online at <https://www.lakeorion.org/media/3486>.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

#1 - To establish an ad hoc Village Manager Evaluation Process Committee comprising the Village Manager and three (3) Council Members to formulate and implement a process for completing the 2025 evaluation of the Village Manager’s performance, with the work of the Committee to be completed by April 30, 2025.

#2 – To appoint the following Council Members to serve on the Village manager Evaluation Process Committee: _____, _____, and _____.