



AGENDA

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, September 15, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

2. Roll Call and Determination of Quorum

3. Approval of Minutes

A. Approval of DDA Regular Meeting Minutes of August 18, 2026

4. Approval of Agenda

5. Call to the Public

The DDA welcomes comments related to the work and spirit of the DDA on non-agenda items. Each person wishing to address the DDA Board shall be afforded an opportunity to do so. When recognized, give your name and address and direct your comments to the Chair. Comments on the agenda items may be allowed upon the calling of the item.

COMMENTS ARE LIMITED TO THREE (3) MINUTES, OR AS ALLOWED BY THE BOARD CHAIR.

6. Consent Agenda

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

7. Financial Matters

A. Financial Reports

B. Bill Approval

8. New and Old Business

A. Lumber Yard Budget - Site Development / Cost to Complete

- B. Budget Adjustment – Lumber Yard
- C. Mickey’s Construction reconciliation and Triple R Electric invoices
- D. HVAC System – Lumber Yard
- E. Budget Adjustment – Lumber Yard
- F. PUD Development Agreement – Lumber Yard
- G. Horse and Wagon Rides – Sing & Stroll Event

9. Reports, Resolutions and Recommendations

- A. Main Street Committee Minutes
- B. Executive Directors Report

10. Board Comments and Training Feedback

11. Next Regular Meeting -

12. 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.



DDA SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC: Approval of DDA Regular Meeting Minutes of August 18, 2026

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular Meeting Minutes of August 18, 2026, as presented.



MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, August 18, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The August 18, 2026 Downtown Development Regular Meeting was called to order at 6:35 PM by Chairperson Burgess.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Debbie Burgess
Vice Chairperson Sam CARUSO
Secretary Hank Lorant
Board Member Lloyd Coe
Board Member Alaina Campbell
Board Member Todd Garris
Board Member Chris Barnett

ABSENT

Treasurer Matt Shell
President Teresa Rutt

STAFF PRESENT

Executive Director Matthew Gibb
Administrative Coordinator Tracy Woodrum
Deputy Clerk/Treasurer Lynsey Blough

3. Approval of Minutes

A. Approval of DDA Regular Meeting Minutes of July 21, 2026

MOTION made by Board Member Coe, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Minutes of July 21, 2026, as

presented.

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

4. Approval of Agenda

MOTION made by Board Member Coe, Seconded by Vice Chairperson Caruso, to approve the Downtown Development Authority Regular Meeting Agenda of August 18, 2026, with the addition of the following items under 8. New and Old Business:

- E. Textedly Elite – Annual Plan
- F. Website Repair
- G. PEA – Lumber Yard Final PUD Engineering Invoice
- H. Lumber Yard – Web/Vendor Portal
- I. Payroll Issue – T. Woodrum
- J. Paint Creek Bank Stabilization

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

5. Call to the Public

Police Chief and Acting Village Manager Amundson provided an update on the Village’s disincorporation process, noting that the question was not included on Oakland County’s August 14, 2026, list of ballot proposals and did not appear to be proceeding to the ballot. He emphasized the importance of communication between the Village and DDA regarding the matter.

6. Consent Agenda

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

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Coe, to approve the Consent Agenda in one vote.

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

A. Financial Reports

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Coe, to receive and file the financial reports for July 2026.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Campbell, Garris, Barnett

VOTING NAY: None
ABSENT: Rutt, Shell
MOTION: Carried

B. Reimbursement - As Needed Labor

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Coe, to allow reimbursement to Matthew Gibb in the amount of \$450.00, upon presentment to the Village Clerk of three signed statements verifying the labor incurred, with fund from GL 248-260-958-000 General Activities.

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

7. Financial Matters

A. Bill Approval

Executive Director Gibb noted that sponsorships substantially offset the annual expense of the LOLive! Gazebo Series, making the event nearly cost-neutral, and reported an average attendance of approximately 500 people per concert. The Board expressed appreciation for the sponsorship support and event success.

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to approve disbursements in the amount of \$63,704.98 for July 2026.

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

8. New and Old Business

A. Interior Market Barn Painting

Executive Director Gibb recommended awarding the Market Barn interior painting project to Wessel’s Painting, which submitted the lowest of three quotes and had previously completed the exterior painting.

MOTION made by Board Member Campbell, Seconded by Secretary Lorant, to accept the estimate from Wessel’s Painting dated 7.28.26, and authorize the DDA Director to procure the services and materials at a cost not to exceed \$11,890 payable from 301-901-971-000 Capital Outlay Buildings.

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

Executive Director Gibb expressed concern regarding delays in payments to DDA contractors, noting that a previous payment to Wessel’s Painting took several weeks to process. He stated that he would submit the necessary documentation to request payment and emphasized the importance of timely payment to maintain positive relationships with local contractors.

Vice Chair Caruso agreed that contractors should be paid promptly, particularly when providing competitive pricing and quality work. Board Member Campbell questioned why payments for approved and budgeted expenses were being delayed.

George Dandalides encouraged the Village-DDA joint committee to use its upcoming meeting to identify and address administrative roadblocks and improve coordination between the organizations. Chairperson Burgess emphasized the importance of paying community contractors in a timely manner.

B. Code Compliance - Demolition and Clean Up

Executive Director Gibb requested a waiver of the three-quote process and authorization to contract with K&D Phillips for site cleanup at the Lumber Yard. The work would include removing the deteriorated barbed-wire fencing, concrete, and debris to address safety and appearance concerns while the project approval process continues.

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to accept the estimate from K&D Phillips Contracting LLC dated 8.7.26, and authorize the DDA Director to procure the services and materials at a cost not to exceed \$8,050 payable from 301-901-971-000 Capital Outlay – Buildings, and waive the three-quote process.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Campbell, Garris, Barnett

VOTING NAY: None

ABSENT: Rutt, Shell

MOTION: Carried

Board Member Barnett expressed support for the proposed cleanup and asked whether additional site work or cleanup would be required. Executive Director Gibb explained that the proposed work would be the final cleanup prior to site development under the approved PUD site plan, with only the potential relocation of the existing coal shed remaining. He noted that no additional cleanup work was anticipated before site development and that a development schedule was being prepared.

C. Travel – America in Bloom

Executive Director Gibb requested consideration for a staff representative to attend the America in Bloom symposium to learn more about the program and evaluate its potential for continued participation. He noted that the expense could be covered within the existing education and training budget.

MOTION made by Board Member Barnett, Seconded by Secretary Lorant, to approve Executive Director Gibb’s attendance with the cost not to exceed \$1,500 payable from GL 248-260-957-

000 Education and Training.

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

Chairperson Burgess asked whether Lake Orion’s Downtown was being considered for any America in Bloom awards. Executive Director Gibb stated that the DDA had submitted nominations and that the organization’s evaluators had also nominated the community for several awards. He noted that awards recognize overall community aesthetics, public spaces, and efforts to create a welcoming Downtown.

D. Renewal – SeeMyLegacy

Executive Director Gibb requested renewal of the DDA’s SeeMyLegacy membership, explaining that the platform can streamline sponsorships, volunteer registrations, payments, event campaigns, and sponsor impact reporting. He noted the platform was underutilized the previous year due to staffing limitations but could now be better utilized for upcoming events and Lumber Yard initiatives. SeeMyLegacy offered a \$500 renewal discount and additional campaign publication services at no cost. Chairperson Burgess requested that staff report on the platform’s usage if renewed, and Executive Director Gibb confirmed that monthly updates would be added to the DDA agenda. Vice Chairperson Caruso asked about existing content and noted the program’s potential, while Board Member Campbell asked about its ability to provide sponsor impact and ROI reports. Executive Director Gibb confirmed that the platform could assist with compiling attendance, social media, and other engagement data into sponsor reports.

MOTION made by Board Member Campbell, Seconded by Secretary Lorant, to approve a renewal of the membership with SeeMyLegacy at the offered reduced rate of \$1,999, annual, with funding from GL 248-729-880-015 Winter Activities and directing staff to add a monthly report item to the DDA Board agenda to track its use.

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

E. Textedly Elite – Annual Plan

Executive Director Gibb reported that staff was reviewing recurring subscriptions to identify and eliminate unnecessary expenses and introduced a recommendation to utilize Textedly to improve communication with businesses, volunteers, and the community. Administrative Coordinator Woodrum explained that the platform would provide text messaging capabilities, a centralized contact/CRM database, and up to 6,000 messages per month, supplementing rather than replacing email communications. Executive Director Gibb noted it would be funded through the \$10,000 Oakland County Main Street Technology Grant awarded to the DDA. Vice Chairperson Caruso expressed support and asked about the funding and monthly cost, which Executive Director Gibb clarified.

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Campbell, to authorize enrollment in Textedly Elite at a cost not to exceed \$2,124 payable from GL 248-260-958-000, either in an annual payment or monthly installments not to exceed \$177.00

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

F. Website Repair

Executive Director Gibb presented a proposal from Web Vitality to assess and improve the DDA website, including its backend, forms, plugins, and overall performance. He explained that the website had undergone significant improvements but still had mobile compatibility and form-submission issues, and that the work was included as part of the DDA’s \$10,000 Oakland County Main Street Technology Grant.

Board Member Garris briefly left the meeting at 7:17 PM and returned at 7:18 PM.

Board Member Barnett questioned the remaining contractual services budget and expressed concern about approving expenses beyond the proposal. Vice Chairperson Caruso confirmed that the work would be covered by the technology grant.

Discussion clarified that the engagement was a fixed fee of \$1,050, including the assessment, recommendations, and specified website improvements, with the fee reduced by \$525 if the website was determined to be unrepairable.

Board Member Barnett moved to approve the Web Vitality engagement at a cost not to exceed \$1,050, noting that he did not support authorizing additional expenditures without further approval.

Executive Director Gibb agreed that \$1,050 was sufficient for the proposed work. Chairperson Burgess asked about the technology grant, and Executive Director Gibb reported that approximately \$2,300 of the \$10,000 grant had been spent to date. Chairperson Burgess emphasized that the discussion was consistent with the Board’s commitment to transparency.

MOTION made by Board Member Barnett, Seconded by Board Member Coe, to authorize a contract with WebVitality at a cost not to exceed \$1,050 payable from GL 248-728-801-000 Contracted Services.

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

G. PEA – Lumber Yard Final PUD Engineering Invoice

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Campbell, to authorize payment of Invoice(s) 120374 and 121889 at a cost not to exceed \$12,422.50 payable from GL 301-901-971-000 Capital Outlay – Buildings.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Campbell, Garris, Barnett

VOTING NAY: None

ABSENT: Rutt, Shell

MOTION: Carried

H. Lumber Yard – Web/Vendor Portal

Executive Director Gibb presented two Trail Forge expenditures to begin developing branding, a website, and vendor portal for the public market, noting that the work needs to begin in the fall in preparation for a spring opening. Board Member Barnett asked whether the \$500 retainer was a one-time expense, and Executive Director Gibb confirmed it was. Board Member Campbell asked about the scope of the website and whether a formal project proposal had been submitted. Executive Director Gibb explained that the initial work would include approximately eight pages, branding, and strategic communication support.

Board Member Barnett asked whether the market website would be connected to the DDA website and whether the future market organization would operate independently. Executive Director Gibb explained that the website would initially be DDA-owned and connected to the DDA, while the long-term concept is to establish a separate nonprofit organization to operate the public market and related facilities, although no final structure has been established. Executive Director Gibb stated that he was seeking Board approval to confirm the expenditures as reasonable for initiating the project.

MOTION made by Board Member Campbell, Seconded by Secretary Lorant, to authorize payment of Invoice(s) 0065 and 0066 at a cost not to exceed \$1,400 payable from GL 248-726-980-001 Public Space Grant General.

VOTING YEA: Burgess, Caruso, Lorant, Coe, Campbell, Garris, Barnett

VOTING NAY: None

ABSENT: Rutt, Shell

MOTION: Carried

I. Payroll Issue – T. Woodrum

Executive Director Gibb reported that he had authorized Administrative Coordinator Woodrum to work additional hours as the DDA prepares for the fall, noting that funds remain available due to delays in filling previously budgeted positions. He stated that Administrative Coordinator Woodrum had not been paid for the additional hours worked because of an issue with the timesheet approval process and asserted that withholding payment for authorized hours worked would violate state and federal wage laws. Executive Director Gibb advised that he had historically approved staff time through email and that the Village Attorney agreed with his position. He stated that the matter was informational and that, if Administrative Coordinator Woodrum was not paid in the next payroll cycle, he intended to pursue the matter through law enforcement.

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Campbell, to receive and file the information.

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

Board Member Barnett questioned whether the 70-hour limit for Administrative Coordinator Woodrum was sufficient given the DDA’s workload and expressed concern about continued overtime and public scrutiny. Executive Director Gibb stated that additional staff hours were necessary to meet the DDA’s current workload and explained that the two-person structure was handling responsibilities previously divided among multiple positions, including event coordination, communications, and administrative duties. He recommended that the Board’s Executive Committee or a small committee immediately review the staffing structure and determine whether additional hours, administrative support, or a different employment structure was needed.

Board Member Campbell supported forming a committee, noting the significant workload associated with the DDA’s events and expressing concern about staff burnout. Board Member Barnett agreed that the staffing issue should be addressed promptly, while emphasizing the need to remain mindful of public scrutiny and the Board’s previously established 70-hour limit. He also suggested that the Village Council address ongoing communication and administrative issues between the DDA and Village staff.

Executive Director Gibb reiterated that the immediate issue could be addressed by maintaining the existing 70-hour limit while the Executive Committee reviews the DDA’s staffing needs and identifies how the workload can be managed within the budget. Board Member Barnett suggested that the Chair or officers meet with the Village representatives and DDA Director to develop a staffing recommendation for the Board.

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Campbell, to direct the Executive Team to meet within six days to discuss the DDA’s staffing, workload, and payroll-hour needs and return to the Board with a recommendation for resolution.

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

J. Paint Creek Bank Stabilization

Executive Director Gibb presented Caleb Campbell’s preliminary report regarding bank stabilization along the creek near the Meeks Park Trail, noting that continued erosion could eventually damage the trail and require its closure. He recommended further exploration of the proposal and coordination with EGLE, and other interested parties, noting that there was no immediate cost but that the project could be considered for future 75-25 infrastructure funding. Board Member Campbell noted that Parks and Recreation would review the proposal and referenced a 2019 Clinton River Watershed Council bank stabilization plan for Children’s

Park. Rosemary Ford, Chairperson of the Parks and Recreation Advisory Committee, expressed support for pursuing the project and indicated that the committee could assist with plantings and volunteers. Board Member Barnett noted potential SEMCOG grant funding and previously available CDBG funding that could potentially support the project.

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Campbell, to receive and file Caleb Campbell’s report.

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

9. Reports, Resolutions and Recommendations

A. Report – Main Street Committees

Executive Director Gibb reported that the August 4 all-committee meeting was well attended and that the DDA’s committees, particularly those that had previously seen lower participation, had been re-energized. He noted that Plaud is being used to record meetings and assist with preparing minutes, allowing staff to more efficiently document committee activities and progress. The Board was encouraged to review the committee minutes included in the agenda packet. He described the increased committee engagement as a positive development for the DDA’s Main Street program.

MOTION made by Board Member Barnett, Seconded by Secretary Lorant, to receive and file the August 18, 2026 Committee Report.

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

B. Executive Directors Report

Executive Director Gibb reported on ongoing downtown operations, including improved coordination with DPW, completion of banner installation, award submissions, upcoming seasonal contracts, and continued in-house marketing efforts. He noted strong attendance at recent concerts and movie nights and encouraged Board members to support Dragon Boat sponsorships. He also reported that staff is exploring temporary use of an undeveloped lot for additional downtown parking and that promotional metrics will be reported more strategically beginning in September.

He reported that the Lumber Yard project remains financially feasible but continues to experience delays due to plan reviews and permitting requirements. He stated that final plans and project information have been posted to the website and that staff is continuing to work toward finalizing the budget and project approvals.

MOTION made by Vice Chairperson Caruso, Seconded by Board Member Coe, to receive and file the August 18, 2026 Executive Director Report.

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

Board Member Barnett asked for an update on the proposed bakery tenant. Executive Director Gibb reported that the prospective tenant remains interested but has experienced delays with another store under construction and is awaiting the DDA’s final plans before proceeding. He noted that no lease or pricing has been approved and that any agreement would be brought before the Board for approval. Board Member Barnett emphasized the importance of moving forward with a tenant for the space. Executive Director Gibb explained that the bakery requires a rear addition for its cooler system and that the build-out was delayed pending final site plan approval.

Board Member Barnett also asked about the final payment and Planning Commission schedule. Executive Director Gibb reported that the project is scheduled for Planning Commission review on September 8, with McKenna still targeting completion of its review by October. He also noted that a Fire Marshal comment regarding the plans had been received and would be addressed.

C. Special Meetings / Sub-Committees

Executive Director Gibb provided an update on staffing, the Lumberyard project, grant opportunities, and the Great American Main Street process. He noted the need to review Lumberyard budget and construction costs and determine the most viable path forward. He also recommended forming a small working group to develop a purposeful plan for the Wilson grant and emphasized that grant funds should be strategically allocated. He encouraged Board and community participation in these efforts.

Board Member Coe briefly left the meeting at 8:24 PM and returned at 8:24 PM.

No action was requested or taken by the Board.

10. Board Comments and Training Feedback

Board Member Barnett highlighted the SEMCOG Green Infrastructure Grant and offered assistance with pursuing eligible projects. He also emphasized the need for clear community communication regarding DDA projects, funding, and local services, particularly in light of recent voter concerns, and encouraged the Board to remain focused on building community trust and support.

Board Member Garris expressed strong support for the staff and Board, commending their daily efforts and dedication to the Downtown. He expressed concern regarding payroll discrepancies affecting employees and urged that the matter be corrected promptly. He encouraged staff to remain committed and assured them of the Board’s support.

Secretary Lorant highlighted the upcoming Dragon on the Lake event, noting the scheduled entertainment, beer tent, boat activities, and Downtown shopping app. He reported that planning was progressing well and encouraged everyone to hope for favorable weather.

Vice Chairperson Caruso expressed appreciation for the Board and staff’s efforts and noted the continued positive activity and appearance of Downtown. He expressed gratitude for serving on the Board and optimism for continued progress and future projects.

Board Member Campbell recognized the strong participation and dedication of the Illuminators volunteers and invited current and prospective members to attend an ice cream social on August 28 from 5:00 PM –7:00 PM at Cookies and Cream during Dragon on the Lake.

Board Member Coe announced the 12th Annual Zombie Walk, scheduled for September 17, and noted that proceeds support the Christmas Parade. He encouraged the community to participate in the event, which includes a downtown pub crawl and poker run.

Chairperson Burgess encouraged the Board and staff to remain committed to the strategic plan despite current challenges. She emphasized the importance of transparency and collaboration, noted the continued strong community support and downtown activity, and expressed confidence that the organization would overcome its challenges together. She thanked everyone for their commitment and partnership with the Township.

11. Next Regular Meeting - September 15, 2026

12. Adjournment

Motion made by Board Member Barnett, Seconded by Secretary Lorant.

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

The August 18, 2026 Downtown Development Authority Board Regular Meeting adjourned at 8:39 PM.

Debbie Burgess

Chairperson

Lynsey Blough, CMC

Deputy Clerk/Treasurer

Sonja Stout, MiCPT

Village Clerk/Treasurer

Date Approved: as presented on September 15, 2026



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Financial Reports

See attached Reports:

Revenue and Expenditure Report (August 2026)

248 Fund Balance Sheet (General DDA Fund)

301 Fund Balance Sheet (DDA Bond 2023 Fund)

404 Fund Balance Sheet (Property Acquisition Fund)

Revenue and Expenditure Report

The following items will be the same on the balance sheet and the revenue and expenditure report for each fund (248, 301, or 404)

- Beginning Fund Balance
- Net of Revenues & Expenditures
- Appropriation of Fund Balance
- Ending Fund Balance

RECOMMENDED MOTION: Receive and File the financial reports for September 2026

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LAKE ORION

Balance As of 08/31/2026
 % Fiscal Year Completed: 16.99

Section 7, Item A.

GL Number	Description	26-27 Amended Budget	YTD Balance 08/31/2026	Activity For 08/31/2026	Available Balance 08/31/2026	% Bdg Used
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Account Category: Revenues						
Department: 000 REVENUE						
248-000-402-000	Current Real Property Taxes	1,215,385.00	25,421.04	0.00	1,189,963.96	2.09
248-000-402-100	Property Tax - Twp DDA Capture	0.00	0.00	0.00	0.00	0.00
248-000-405-000	Property Tax - Personal	0.00	0.00	0.00	0.00	0.00
248-000-412-000	Property Tax - DPPT P/Y & C/Y	1,700.00	1,490.53	1,490.53	209.47	87.68
248-000-441-000	Local Community Stabilization Share	13,570.00	0.00	0.00	13,570.00	0.00
248-000-445-000	Penalties & Interest on Taxes	0.00	0.00	0.00	0.00	0.00
248-000-539-000	State Grants	5,000.00	0.00	0.00	5,000.00	0.00
248-000-540-000	COUNTY/FEDERAL PROGRAM GRANTS PUBLIC	55,000.00	0.00	0.00	55,000.00	0.00
248-000-582-000	PROPERTY TAXES OTHER UNITS	0.00	0.00	0.00	0.00	0.00
248-000-664-000	Interest Earned	17,800.00	1,174.82	0.00	16,625.18	6.60
248-000-671-999	Appropriation from Fund Balanc	12,658.00	0.00	0.00	12,658.00	0.00
248-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
248-000-676-404	Transfer From Prop Acq Fund	0.00	0.00	0.00	0.00	0.00
248-000-676-592	Reimbursement -Admin Fee - W&S	0.00	0.00	0.00	0.00	0.00
248-000-681-000	Reimburse - Insurance Claims	16,500.00	0.00	0.00	16,500.00	0.00
248-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
248-000-685-000	Sponsorships	15,000.00	14,360.00	9,360.00	640.00	95.73
248-000-685-100	Transportaion Sponsorship	0.00	0.00	0.00	0.00	0.00
248-000-686-000	Downtown Events	8,000.00	0.00	0.00	8,000.00	0.00
248-000-686-002	Flower Fair Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-003	New Year Resolution Run Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-004	ST EVENT REVENUE	1,750.00	0.00	0.00	1,750.00	0.00
248-000-686-005	ST SPONSOR REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
248-000-686-006	EV CHARGING	8,000.00	0.00	0.00	8,000.00	0.00
248-000-687-000	Merchandise Sales	2,740.00	0.00	0.00	2,740.00	0.00
248-000-688-000	Gift Certificate Sales	4,500.00	48.25	0.00	4,451.75	1.07
248-000-692-000	Rent	16,000.00	0.00	0.00	16,000.00	0.00
248-000-694-000	Miscellaneous	4,500.00	600.00	0.00	3,900.00	13.33
248-000-696-000	PROCEEDS FROM THE SALE OF BONDS/NOTE	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		1,399,103.00	43,094.64	10,850.53	1,356,008.36	3.08
Revenues		1,399,103.00	43,094.64	10,850.53	1,356,008.36	3.08
Account Category: Expenditures						
Department: 260 GENERAL ACTIVITIES						
248-260-701-000	Executive Director Wages	88,200.00	13,535.76	6,784.00	74,664.24	15.35
248-260-704-000	Wages - Administrative Coordinator	29,120.00	9,728.75	5,666.25	19,391.25	33.41
248-260-706-000	Asst. Executive Director wages	0.00	546.16	0.00	(546.16)	100.00
248-260-706-001	Marketing Coordinator	47,900.00	0.00	0.00	47,900.00	0.00
248-260-707-000	Wages - Grounds Coordinator	20,000.00	2,351.61	1,228.25	17,648.39	11.76
248-260-711-013	OVERTIME	0.00	0.00	0.00	0.00	0.00
248-260-715-000	Social Security	19,890.00	2,001.41	1,046.40	17,888.59	10.06
248-260-716-000	Health Insurance- Medical	8,200.00	(1,042.96)	0.00	9,242.96	(12.72)
248-260-717-000	Life & Disability Insurance	1,600.00	92.20	80.70	1,507.80	5.76
248-260-718-000	Dental Insurance	680.00	(89.48)	0.00	769.48	(13.16)
248-260-719-000	Pension	8,800.00	0.00	0.00	8,800.00	0.00
248-260-720-000	Unemployment	3,500.00	0.00	0.00	3,500.00	0.00
248-260-721-000	Vision Care	720.00	(15.38)	0.00	735.38	(2.14)

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Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Account Category: Expenditures						
Department: 260 GENERAL ACTIVITIES						
248-260-722-000	Worker's Comp. Insurance	0.00	0.00	0.00	0.00	0.00
248-260-801-000	CONTRACTUAL SERVICES- DOWNTOWN	20,000.00	1,434.66	1,184.93	18,565.34	7.17
248-260-801-002	CONTRACTUAL SERVICES - PUBLIC SAFETY	106,090.00	0.00	0.00	106,090.00	0.00
248-260-801-003	CONTRACT SERVICES - DPW FEE	29,000.00	0.00	0.00	29,000.00	0.00
248-260-801-004	CONTRACTUAL SERVICES - PA57	69,841.00	0.00	0.00	69,841.00	0.00
248-260-801-005	Contractual Services- Township	7,560.00	5,944.98	5,944.98	1,615.02	78.64
248-260-801-012	Contractual Services-Parking Code En	0.00	0.00	0.00	0.00	0.00
248-260-801-022	SPECIAL SERVICES- EVENTS	0.00	0.00	0.00	0.00	0.00
248-260-801-023	Contract Services-DPW event support	0.00	0.00	0.00	0.00	0.00
248-260-801-033	Contract Services-DPW snow removal	0.00	0.00	0.00	0.00	0.00
248-260-805-000	Audit Fees	500.00	0.00	0.00	500.00	0.00
248-260-810-000	Legal Services	4,500.00	0.00	0.00	4,500.00	0.00
248-260-823-000	website/Software	3,900.00	399.03	399.03	3,500.97	10.23
248-260-823-001	Municipal Software	2,000.00	0.00	0.00	2,000.00	0.00
248-260-829-000	Planner Services	500.00	0.00	0.00	500.00	0.00
248-260-851-000	Telephone	3,800.00	328.30	328.30	3,471.70	8.64
248-260-900-000	Printing and Publication	3,700.00	0.00	0.00	3,700.00	0.00
248-260-920-000	Utilities	6,240.00	0.00	0.00	6,240.00	0.00
248-260-921-000	Municipal Street Lighting	14,700.00	1,786.89	1,786.89	12,913.11	12.16
248-260-930-000	Repair and Maintenance	1,200.00	0.00	0.00	1,200.00	0.00
248-260-930-002	Building Maintenance	900.00	0.00	0.00	900.00	0.00
248-260-940-000	Equipment Rental	1,500.00	52.90	52.90	1,447.10	3.53
248-260-941-000	Office Rent	20,400.00	4,620.00	0.00	15,780.00	22.65
248-260-942-000	Office Expenses	5,500.00	478.53	444.47	5,021.47	8.70
248-260-942-019	Covid Office Expenses	0.00	0.00	0.00	0.00	0.00
248-260-946-000	Credit Card Fees	0.00	0.00	0.00	0.00	0.00
248-260-955-001	Credit Card Fees	0.00	0.00	0.00	0.00	0.00
248-260-956-000	Dues & Miscellaneous	1,900.00	0.00	0.00	1,900.00	0.00
248-260-957-000	Education & Training	4,500.00	0.00	0.00	4,500.00	0.00
248-260-958-000	General Activities Misc	5,150.00	414.13	414.13	4,735.87	8.04
248-260-961-000	Tax Tribunal Refunds	0.00	0.00	0.00	0.00	0.00
248-260-962-000	Mileage	500.00	0.00	0.00	500.00	0.00
248-260-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-401	Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-403	TRANSFER TO-DDA PUBLIC INFRASTRUCTUR	238,948.00	0.00	0.00	238,948.00	0.00
248-260-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-260-974-000	Capital Outlay - Equipment	2,000.00	720.19	720.19	1,279.81	36.01
Total Dept 260 - GENERAL ACTIVITIES		783,439.00	43,287.68	26,081.42	740,151.32	5.53
Department: 725 ORGANIZATION						
248-725-822-000	Newsletter	1,645.00	0.00	0.00	1,645.00	0.00
248-725-824-000	Volunteer Recognition & Dvp.	1,950.00	0.00	0.00	1,950.00	0.00
248-725-825-000	Gift Certificate Redemption	2,500.00	150.00	25.00	2,350.00	6.00
248-725-826-000	Historic Celebration/Education	1,985.00	58.50	0.00	1,926.50	2.95
248-725-827-000	Awareness Program	2,700.00	190.68	190.68	2,509.32	7.06
248-725-864-000	Grant & Scholarship Distriubution	1,000.00	0.00	0.00	1,000.00	0.00
248-725-881-000	Merchandise to Sell	1,600.00	0.00	0.00	1,600.00	0.00
Total Dept 725 - ORGANIZATION		13,380.00	399.18	215.68	12,980.82	

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Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Account Category: Expenditures						
Department: 726 DESIGN						
248-726-745-000	Beautification Supplies	7,620.00	1,190.46	1,190.46	6,429.54	15.62
248-726-746-000	Hanging Baskets	4,600.00	0.00	0.00	4,600.00	0.00
248-726-801-000	Contractual Services	4,780.00	0.00	0.00	4,780.00	0.00
248-726-843-000	Facade Program	10,000.00	0.00	0.00	10,000.00	0.00
248-726-845-000	Public Art Program	0.00	0.00	0.00	0.00	0.00
248-726-883-000	Banners and Holiday Lighting	8,650.00	0.00	0.00	8,650.00	0.00
248-726-975-001	Capital Outlay - Beautification	2,100.00	0.00	0.00	2,100.00	0.00
248-726-975-002	Capital Outlay - Streets	500.00	0.00	0.00	500.00	0.00
248-726-980-001	PUBLIC SPACE GRANT-GENERAL	20,000.00	2,520.00	2,520.00	17,480.00	12.60
248-726-980-002	PUBLIC SPACE GRANT-DEVELOPMENT & PRO	11,326.00	1,499.00	1,499.00	9,827.00	13.24
Total Dept 726 - DESIGN		69,576.00	5,209.46	5,209.46	64,366.54	7.49
Department: 728 ECONOMIC DEVELOPMENT						
248-728-801-000	Contractual Services	12,000.00	2,219.00	0.00	9,781.00	18.49
248-728-860-000	Trolley Expense	0.00	0.00	0.00	0.00	0.00
248-728-861-000	DATA AND METRICS	500.00	0.00	0.00	500.00	0.00
248-728-862-000	Training Materials	1,100.00	0.00	0.00	1,100.00	0.00
248-728-864-000	Grant & Scholarship Distribution	0.00	0.00	0.00	0.00	0.00
248-728-886-000	Marketing Materials	2,500.00	0.00	0.00	2,500.00	0.00
248-728-886-001	Blight Reduction	0.00	0.00	0.00	0.00	0.00
248-728-886-002	Social District	1,950.00	0.00	0.00	1,950.00	0.00
248-728-888-000	Brand Marketing	27,325.00	3,239.00	3,239.00	24,086.00	11.85
248-728-888-001	Contractual Services Brand Marketing	8,000.00	0.00	0.00	8,000.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		53,375.00	5,458.00	3,239.00	47,917.00	10.23
Department: 729 PROMOTION						
248-729-880-000	Event Promotion	3,000.00	6.29	6.29	2,993.71	0.21
248-729-880-001	Event Promo - Gazebo Series	14,900.00	13,000.00	0.00	1,900.00	87.25
248-729-880-004	Event Promo - Halloween Parade	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-005	Event Promo - Hmtwn/Holiday Vill	3,000.00	0.00	0.00	3,000.00	0.00
248-729-880-006	Event Promo - New Years Res. Run	0.00	0.00	0.00	0.00	0.00
248-729-880-007	Event Promo - Flower Fair	1,500.00	0.00	0.00	1,500.00	0.00
248-729-880-008	EVENT PROMO-ICE FEST	4,800.00	0.00	0.00	4,800.00	0.00
248-729-880-009	Event Promo-Lake Orion Love Shop to	0.00	0.00	0.00	0.00	0.00
248-729-880-010	PARTNERED EVENTS	1,500.00	0.00	0.00	1,500.00	0.00
248-729-880-011	Restaurant week	1,000.00	0.00	0.00	1,000.00	0.00
248-729-880-012	Sing & Stroll Tree Lighting	7,000.00	0.00	0.00	7,000.00	0.00
248-729-880-013	STRONGER TOGETHER-WINTER	1,000.00	0.00	0.00	1,000.00	0.00
248-729-880-014	STRONGER TOGETHER- SUMMER/FALL	1,000.00	0.00	0.00	1,000.00	0.00
248-729-880-015	Winter Activities	5,175.00	1,999.00	1,999.00	3,176.00	38.63
248-729-880-016	MISC EVENTS-OTHER	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-017	Movie Night	4,780.00	1,760.00	1,760.00	3,020.00	36.82
248-729-880-100	Stronger Together- smr fall	1,000.00	0.00	0.00	1,000.00	0.00
248-729-885-000	Port-A-Johns	1,950.00	0.00	0.00	1,950.00	0.00
248-729-895-000	Event Promo-Comm. Sponsorships	0.00	0.00	0.00	0.00	0.00
248-729-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - PROMOTION		56,605.00	16,765.29	3,765.29	39,839.71	29.62

Department: 730

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Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Account Category: Expenditures						
Department: 730						
248-730-253-885	Knox Box Grant Program	0.00	0.00	0.00	0.00	0.00
248-730-885-100	Knox Box Grant Program	0.00	0.00	0.00	0.00	0.00
248-730-931-000	Repair & Maintenance-Equipment	0.00	0.00	0.00	0.00	0.00
248-730-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-301	Interfund TRF 2023 DDA Bond Project	422,420.00	0.00	0.00	422,420.00	0.00
248-730-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-592	Transfers To Water/Sewer Fund	0.00	0.00	0.00	0.00	0.00
248-730-975-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
248-730-975-003	DDA Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
248-730-975-005	DDA Capital Outlay- wayfinding/Light	0.00	0.00	0.00	0.00	0.00
248-730-975-006	DDA Capital Outlay - Parking	0.00	0.00	0.00	0.00	0.00
248-730-975-009	Capital Outlay - Dumpsters	0.00	0.00	0.00	0.00	0.00
248-730-975-011	Capital Outlay - Trail Extensi	0.00	0.00	0.00	0.00	0.00
248-730-975-015	Capital Outlay- Outdoor Sound	0.00	0.00	0.00	0.00	0.00
248-730-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
248-730-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
248-730-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 730		432,420.00	0.00	0.00	432,420.00	0.00
Expenditures		1,408,795.00	71,119.61	38,510.85	1,337,675.39	5.05
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		1,399,103.00	43,094.64	10,850.53	1,356,008.36	3.08
TOTAL EXPENDITURES		1,408,795.00	71,119.61	38,510.85	1,337,675.39	5.05
NET OF REVENUES & EXPENDITURES:		(9,692.00)	(28,024.97)	(27,660.32)	18,332.97	
BEG. FUND BALANCE		385,962.46	385,962.46			
NET OF REVENUES/EXPENDITURES - 25-26		(49,127.37)	(49,127.37)			
END FUND BALANCE		327,143.09	308,810.12			

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Fund: 301 DOWNTOWN DEV BOND PROJECT 2023						
Account Category: Revenues						
Department: 000 REVENUE						
301-000-300-001	2023 Downtown Dev Tax Exempt Bond Pr	0.00	0.00	0.00	0.00	0.00
301-000-300-002	2023 Downtown Dev Tax Exempt Bond Pr	0.00	0.00	0.00	0.00	0.00
301-000-664-000	Interest Earnings	500.00	94.22	0.00	405.78	18.84
301-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
301-000-699-301	TRF in from DDA	422,420.00	0.00	0.00	422,420.00	0.00
Total Dept 000 - REVENUE		422,920.00	94.22	0.00	422,825.78	0.02
Revenues		422,920.00	94.22	0.00	422,825.78	0.02
Account Category: Expenditures						
Department: 901 CAPITAL OUTLAY						
301-901-805-000	Audit fees	0.00	0.00	0.00	0.00	0.00
301-901-930-000	Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
301-901-950-000	Demolition & Land Improvement	0.00	308.00	308.00	(308.00)	100.00
301-901-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
301-901-971-000	Capital Outlay - Buildings	0.00	53,357.50	37,482.50	(53,357.50)	100.00
Total Dept 901 - CAPITAL OUTLAY		0.00	53,665.50	37,790.50	(53,665.50)	100.00
Department: 905 Downtown Dev Bond 2023						
301-905-301-000	Bond Issuance Expense	0.00	0.00	0.00	0.00	0.00
301-905-731-000	2023 Bond Taxable Issuance Expenses	500.00	500.00	500.00	0.00	100.00
301-905-731-001	2023 Tax exempt Bond Issuance Expens	500.00	500.00	500.00	0.00	100.00
301-905-745-001	Property taxes-Orion Twp	0.00	0.00	0.00	0.00	0.00
301-905-920-000	Utilities	0.00	0.00	0.00	0.00	0.00
301-905-992-003	2023 DDA BONDS TAXABLE PRINCIPAL SER	65,000.00	0.00	0.00	65,000.00	0.00
301-905-992-004	2023 DDA BONDS TAX EXEMPT PRINCIPAL	165,000.00	0.00	0.00	165,000.00	0.00
301-905-993-001	2023 DDA BOND TAXABLE INTEREST SERIE	70,933.00	0.00	0.00	70,933.00	0.00
301-905-993-002	2023 DDA TAX EXEMPT BOND INTEREST A	120,400.00	0.00	0.00	120,400.00	0.00
Total Dept 905 - Downtown Dev Bond 2023		422,333.00	1,000.00	1,000.00	421,333.00	0.24
Expenditures		422,333.00	54,665.50	38,790.50	367,667.50	12.94
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:						
TOTAL REVENUES		422,920.00	94.22	0.00	422,825.78	0.02
TOTAL EXPENDITURES		422,333.00	54,665.50	38,790.50	367,667.50	12.94
NET OF REVENUES & EXPENDITURES:		587.00	(54,571.28)	(38,790.50)	55,158.28	
BEG. FUND BALANCE		2,580,888.81	2,580,888.81			
NET OF REVENUES/EXPENDITURES - 25-26		(432,991.04)	(432,991.04)			
END FUND BALANCE		2,148,484.77	2,093,326.49			

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Fund: 403 DDA PUBLIC INFRASTRUCTURE FUND						
Account Category: Revenues						
Department: 000 REVENUE						
403-000-664-000	Interest Earnings	0.00	11.39	0.00	(11.39)	100.00
403-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
403-000-699-248	Interfund Transfer In - DDA	238,948.00	0.00	0.00	238,948.00	0.00
Total Dept 000 - REVENUE		238,948.00	11.39	0.00	238,936.61	0.00
Revenues		238,948.00	11.39	0.00	238,936.61	0.00
Account Category: Expenditures						
Department: 901 CAPITAL OUTLAY						
403-901-971-001	SIDEWALK IMPROVEMENT PROGRAM	0.00	0.00	0.00	0.00	0.00
403-901-971-002	PAINT CREEK BANK STABILIZATION PROJE	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00
Expenditures		0.00	0.00	0.00	0.00	0.00
Fund 403 - DDA PUBLIC INFRASTRUCTURE FUND:						
TOTAL REVENUES		238,948.00	11.39	0.00	238,936.61	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		238,948.00	11.39	0.00	238,936.61	
BEG. FUND BALANCE		142,459.99	142,459.99			
NET OF REVENUES/EXPENDITURES - 25-26		113,071.25	113,071.25			
END FUND BALANCE		494,479.24	255,542.63			

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Fund: 404 DDA PROPERTY ACQUISITION						
Account Category: Revenues						
Department: 000 REVENUE						
404-000-664-000	Interest Earnings	0.00	0.01	0.00	(0.01)	100.00
404-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
404-000-699-248	Interfund Transfer In - DDA	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.01	0.00	(0.01)	100.00
Revenues		0.00	0.01	0.00	(0.01)	100.00
Account Category: Expenditures						
Department: 901 CAPITAL OUTLAY						
404-901-805-000	Audit Fees	0.00	0.00	0.00	0.00	0.00
404-901-901-000	Debt Service- Parking Deck	0.00	0.00	0.00	0.00	0.00
404-901-930-000	Repair & Maintenance - Bldg	0.00	0.00	0.00	0.00	0.00
404-901-950-000	Demolition & Land Improvement	0.00	0.00	0.00	0.00	0.00
404-901-956-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
404-901-971-000	Capital Outlay - Building	0.00	0.00	0.00	0.00	0.00
404-901-980-248	Prop Acq Transfer to DDA	0.00	0.00	0.00	0.00	0.00
404-901-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
404-901-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00
Expenditures		0.00	0.00	0.00	0.00	0.00
Fund 404 - DDA PROPERTY ACQUISITION:						
TOTAL REVENUES		0.00	0.01	0.00	(0.01)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES:		0.00	0.01	0.00	(0.01)	
BEG. FUND BALANCE		169,578.15	169,578.15			
NET OF REVENUES/EXPENDITURES - 25-26		(169,355.50)	(169,355.50)			
END FUND BALANCE		222.65	222.66			
Report Totals:						
TOTAL REVENUES - ALL FUNDS		2,060,971.00	43,200.26	10,850.53	2,017,770.74	2.10
TOTAL EXPENDITURES - ALL FUNDS		1,831,128.00	125,785.11	77,301.35	1,705,342.89	6.87
NET OF REVENUES & EXPENDITURES:		229,843.00	(82,584.85)	(66,450.82)	312,427.85	
BEG. FUND BALANCE - ALL FUNDS		3,278,889.41	3,278,889.41			
NET OF REVENUES/EXPENDITURES - 25-26		(538,402.66)	(538,402.66)			
END FUND BALANCE - ALL FUNDS		2,970,329.75	2,657,901.90			

BALANCE SHEET REPORT FOR VILLAGE OF LAKE ORION
Balance As of 08/31/2026

Section 7, Item A.

GL Number	Description	YTD Balance 08/31/2025	08/31/2026
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND			
*** Assets ***			
Account Classification: CASH CHECKING			
248-000-001-000	Cash	568.96	13,717.14
248-000-007-000	Payroll-checking	(250.00)	(250.00)
	CASH CHECKING	318.96	13,467.14
Account Classification: CASH SAVINGS			
248-000-002-000	Cash Savings	(353,349.78)	6,365.94
248-000-010-000	Investment/LGIP County Inv	425,644.07	340,277.67
248-000-011-000	Cash - Payroll Savings	(10,956.82)	(53,273.67)
	CASH SAVINGS	61,337.47	293,369.94
	Total Assets	61,656.43	306,837.08
*** Liabilities ***			
Account Classification: ACCOUNTS PAYABLE			
248-000-202-000	Accounts Payable	(2,013.84)	(2,261.92)
	ACCOUNTS PAYABLE	(2,013.84)	(2,261.92)
Account Classification: ACCRUED AND OTHER LIAB			
248-000-213-000	Accrued Property Tax - Est Chargebacks	400.00	400.00
248-000-228-001	FICA W/H - Medicare	(21.06)	(21.06)
248-000-228-002	FICA- Social Security withheld	(90.06)	(90.06)
	ACCRUED AND OTHER LIAB	288.88	288.88
	Total Liabilities	(1,724.96)	(1,973.04)
*** Fund Equity ***			
Account Classification: FUND BALANCE			
248-000-390-000	Fund Balance - Unassigned	385,962.46	385,962.46
	FUND BALANCE	385,962.46	385,962.46
	Total Fund Equity	385,962.46	385,962.46
Total Fund 248:			
TOTAL ASSETS		61,656.43	306,837.08
BEG. FUND BALANCE - 25-26		385,962.46	385,962.46
+ NET OF REVENUES/EXPENDITURES - 25-26		0.00	(49,127.37)
+ NET OF REVENUES & EXPENDITURES		(322,581.07)	(28,024.97)
= ENDING FUND BALANCE		63,381.39	308,810.12
+ LIABILITIES		(1,724.96)	(1,973.04)
= TOTAL LIABILITIES AND FUND BALANCE		61,656.43	306,837.08

BALANCE SHEET REPORT FOR VILLAGE OF LAKE ORION
Balance As of 08/31/2026

Section 7, Item A.

GL Number	Description	YTD Balance 08/31/2025	08/31/2026
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023			
*** Assets ***			
Account Classification: CASH CHECKING			
301-000-001-000	Cash	56,386.80	56,386.80
	CASH CHECKING	56,386.80	56,386.80
Account Classification: CASH SAVINGS			
301-000-002-000	CASH	2,465,613.12	2,075,628.35
301-000-011-000	Cash - Payroll Savings	(20,148.52)	(36,719.48)
	CASH SAVINGS	2,445,464.60	2,038,908.87
Total Assets		2,501,851.40	2,095,295.67
*** Liabilities ***			
Account Classification: DUE TO INTERFUND			
301-000-214-101	Due to General Fund	1,969.18	1,969.18
	DUE TO INTERFUND	1,969.18	1,969.18
Total Liabilities		1,969.18	1,969.18
*** Fund Equity ***			
Account Classification: FUND BALANCE			
301-000-390-000	Fund Balance - Unassigned	2,580,888.81	2,580,888.81
	FUND BALANCE	2,580,888.81	2,580,888.81
Total Fund Equity		2,580,888.81	2,580,888.81
Total Fund 301:			
TOTAL ASSETS		2,501,851.40	2,095,295.67
BEG. FUND BALANCE - 25-26		2,580,888.81	2,580,888.81
+ NET OF REVENUES/EXPENDITURES - 25-26		0.00	(432,991.04)
+ NET OF REVENUES & EXPENDITURES		(81,006.59)	(54,571.28)
= ENDING FUND BALANCE		2,499,882.22	2,093,326.49
+ LIABILITIES		1,969.18	1,969.18
= TOTAL LIABILITIES AND FUND BALANCE		2,501,851.40	2,095,295.67

BALANCE SHEET REPORT FOR VILLAGE OF LAKE ORION
Balance As of 08/31/2026

Section 7, Item A.

		YTD Balance	
GL Number	Description	08/31/2025	08/31/2026
Fund: 403 DDA PUBLIC INFRASTRUCTURE FUND			
*** Assets ***			
Account Classification: CASH SAVINGS			
403-000-002-000	CASH	142,474.80	255,542.63
	CASH SAVINGS	142,474.80	255,542.63
	Total Assets	142,474.80	255,542.63
*** Fund Equity ***			
Account Classification: FUND BALANCE			
403-000-390-000	Fund Balance - Unassigned	142,459.99	142,459.99
	FUND BALANCE	142,459.99	142,459.99
	Total Fund Equity	142,459.99	142,459.99
Total Fund 403:			
TOTAL ASSETS		142,474.80	255,542.63
BEG. FUND BALANCE - 25-26		142,459.99	142,459.99
+ NET OF REVENUES/EXPENDITURES - 25-26		0.00	113,071.25
+ NET OF REVENUES & EXPENDITURES		14.81	11.39
= ENDING FUND BALANCE		142,474.80	255,542.63
+ LIABILITIES		0.00	0.00
= TOTAL LIABILITIES AND FUND BALANCE		142,474.80	255,542.63

BALANCE SHEET REPORT FOR VILLAGE OF LAKE ORION
Balance As of 08/31/2026

Section 7, Item A.

		YTD Balance	
GL Number	Description	08/31/2025	08/31/2026
Fund: 404 DDA PROPERTY ACQUISITION			
*** Assets ***			
Account Classification: CASH SAVINGS			
404-000-002-000	Cash-Savings-DDA Property Acq.	169,595.78	222.66
	CASH SAVINGS	169,595.78	222.66
	Total Assets	169,595.78	222.66
*** Fund Equity ***			
Account Classification: FUND BALANCE			
404-000-390-000	Fund Balance - Unassigned	169,578.15	169,578.15
	FUND BALANCE	169,578.15	169,578.15
	Total Fund Equity	169,578.15	169,578.15
Total Fund 404:			
TOTAL ASSETS		169,595.78	222.66
BEG. FUND BALANCE - 25-26		169,578.15	169,578.15
+ NET OF REVENUES/EXPENDITURES - 25-26		0.00	(169,355.50)
+ NET OF REVENUES & EXPENDITURES		17.63	0.01
= ENDING FUND BALANCE		169,595.78	222.66
+ LIABILITIES		0.00	0.00
= TOTAL LIABILITIES AND FUND BALANCE		169,595.78	222.66



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Bill Approval

See Attached Reports:

Invoice Register: These are the disbursements that took place last month.

Credit Card Report: Lists the details for the credit charges shown in the invoice register.

RECOMMENDED MOTION: (Roll Call) To approve disbursements in the amount of \$69,033.06 for August 2026

Gibb's August 2026 Credit Card		
Trans Date	Description	Amount
8/20226	CUSTOM INK RCPT 90138827 (638.01) 248-729-880-010	\$638.01
8/20/2026	CUSTOM INK PCPT 90138827 (90.29) 248-729-880-010	\$90.29
8/24/2026	EXXON GAS 248-726-745-000	\$11.32
8/25/2026	COMCAST (8.24.26) 248-260-851-000	\$235.06
8/25/2026	HOME DEPOY (SHELVNIG_8.25.26) 248-260-942-000	\$127.16
8/30/2026	DROP BOX 5R2MYW9G4DZ8 248-728-801-000	\$199.00
8/30/2026	OPENAI - 2792-7918-7195 248-260-823-000	\$20.00
8/28/2026	HOME DEPOT FLOWERS 248-726-745-000	\$188.00
8/1/2026	MISWITCH PHONES 8.1.26 248-260-851-000	\$93.46
8/1/2026	ADOBE 0484620956 248-260-823-000	\$54.04
8/3/2026	MEIJER - OFFCIE SUPPLIES 8.3.25 248-260-942-000	\$54.14
8/4/2026	UPS - COPIES 8.4.26 248-728-862-000	\$41.74
8/5/2026	AMZN- SERVING GLOVES 8.4.26 248-729-880-016	\$8.99
8/4/2026	VISTAPRINT VP-OPVJ7047 248-725-827-000	\$30.22
8/4/2026	CVS - WATER FOR LY CREW 248-725-824-000	\$6.56
8/4/2026	SHELL - GAS CAN 248-726-801-000	\$19.07
8/4/2026	SHELL GAS 248-726-801-000	\$50.00
8/7/2026	FLOWCODE BC2953D1 248-260-823-000	\$9.95
8/7/2026	EXXON GAS 248-726-801-000	\$7.79
8/12/2026	AMZN - MOVIE NIGHT SUPPLIES 248-729-880-017	\$60.67
8/12/2026	SNAPRETAIL - EMAIL SYSTEM 248-260-823-000	\$65.00

8/12/2026 CLICKUP - 081226 248-260-823-000	\$38.00
8/12/2026 AUTOZONE - 4 WHEELER PARTS 248-726-801-000	\$136.99
8/14/2026 KRGER WATER MOVIE NIGHT 248-729-880-017	\$7.98
8/14/2026 LITTLE CEASARS MOVIE NIGHT 248-729-880-017	\$16.37
8/14/2026 GQT - POPCRON MOVIE NIGHT 248-729-880-017	\$59.90
8/17/2026 TURNER SANITATION729363338796 248-729-885-000	\$155.00
8/18/2026 AMZN - OFFICE SUPPLIES 248-260-942-000	\$38.98
Total	\$2,463.69

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 08/01/2026 - 08/31/2026

POSTED AND UNPOSTED
OPEN AND PAID

Section 7, Item B.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 000 REVENUE					
248-000-228-000	Remittance	MICHIGAN DEPARTMENT OF TRE	Remittance Check	566.92	452
248-000-228-001	Remittance	IRS	Remittance Check	88.32	448
248-000-228-001	Remittance	IRS	Remittance Check	88.32	448
248-000-228-001	Remittance	IRS	Remittance Check	110.01	450
248-000-228-001	Remittance	IRS	Remittance Check	110.01	450
248-000-228-002	Remittance	IRS	Remittance Check	377.66	448
248-000-228-002	Remittance	IRS	Remittance Check	377.66	448
248-000-228-002	Remittance	IRS	Remittance Check	470.41	450
248-000-228-002	Remittance	IRS	Remittance Check	470.41	450
248-000-230-000	Remittance	IRS	Remittance Check	387.15	448
248-000-230-000	Remittance	IRS	Remittance Check	484.66	450
248-000-231-002	Remittance	PRINCIPAL LIFE INSURANCE C	Remittance Check	(7.66)	36237
248-000-232-000	Remittance	AMERICAN UNITED LIFE INSUR	Remittance Check	80.70	36231
248-000-237-002	Remittance	EMPOWER TRUST CO. LLC	Remittance Check	169.60	447
248-000-237-002	Remittance	EMPOWER TRUST CO. LLC	Remittance Check	169.60	449
Total Department 000 REVENUE				3,943.77	
Department: 260 GENERAL ACTIVITIES					
248-260-801-000	DDA TRASHBAGS 4010696	HOME DEPOT CREDIT SERVICES	VARIOUS REPAIR ITEMS	129.85	36206
248-260-801-000	AMZN 7.13.26 SOAP	COMERICA BANK	COMERICA CC - MATT JULY 2026	69.99	374
248-260-801-000	JULY FIRESTATION CLEAN&SUP	PRESTIGE CLEANING MI		575.00	36270
248-260-801-000	AUG FIRESTATION CLEANING I	PRESTIGE CLEANING MI		500.00	36270
248-260-801-000	HOME DEPOT INV 11569	HOME DEPOT - LAKE ORION	GARBAGE BAGS - DPW	39.94	36261
248-260-801-005	CONTRIBUTION - VILLAGE TAX	VILLAGE OF LAKE ORION	CONTRIBUTION TO VILLAGE TAX COLLECTIO	5,944.98	36285
248-260-823-000	OPEN AI INV UPV06D46 JUNE	COMERICA BANK	COMERICA CC - MATT JULY 2026	20.00	374
248-260-823-000	ADOBE INV HD04846209561	COMERICA BANK	COMERICA CC - MATT JULY 2026	54.04	374
248-260-823-000	ADOBE CREDIT	COMERICA BANK	COMERICA CC - MATT JULY 2026	0.00	374
248-260-823-000	INJA FLUENT FORMS #WPMN251	COMERICA BANK	COMERICA CC - MATT JULY 2026	55.30	374
248-260-823-000	FLOWCODE - 7.7.26	COMERICA BANK	COMERICA CC - MATT JULY 2026	9.95	374
248-260-823-000	SNAPRETAIL INV 18022	COMERICA BANK	COMERICA CC - MATT JULY 2026	65.00	374
248-260-823-000	CLICKUP 7.12.26	COMERICA BANK	COMERICA CC - MATT JULY 2026	38.00	374
248-260-823-000	SIGNUPGENIUS (ANNUAL)	COMERICA BANK	COMERICA CC - MATT JULY 2026	107.89	374
248-260-823-000	IONOS INV 20263462784	COMERICA BANK	COMERICA CC - MATT JULY 2026	28.85	374
248-260-823-000	CHATAI INV UPV06D46-0013	COMERICA BANK	COMERICA CC - MATT JULY 2026	20.00	374
248-260-851-000	MISWITCH 7.1.26	COMERICA BANK	COMERICA CC - MATT JULY 2026	93.50	374
248-260-851-000	COMCAST - INTERNET/PHONE	COMERICA BANK	COMERICA CC - MATT JULY 2026	234.80	374
248-260-921-000	7-28-26, ACCT#9100-4095-18	DTE ENERGY		28.47	36254
248-260-921-000	7-28-26, ACCT#9100-4095-16	DTE ENERGY		377.68	36254
248-260-921-000	7-28-26, ACCT#9100-4095-17	DTE ENERGY		87.19	36254
248-260-921-000	7-28-26, ACCT#9100-4095-17	DTE ENERGY		43.88	36254
248-260-921-000	8-17-26, ACCT#9200 095 433	DTE ENERGY		106.79	36254
248-260-921-000	24 FRONT STREET LIGHTS	DTE ENERGY		19.09	36254
248-260-921-000	ACCT#910040951725, 8-26-26	DTE ENERGY		180.98	36254
248-260-921-000	ACCT#910040951774, 8-26-26	DTE ENERGY		93.48	36254
248-260-921-000	ACCT#910040951824, 8-26-26	DTE ENERGY		60.01	36254
248-260-921-000	ACCT#910040951659, 8-26-26	DTE ENERGY		789.32	36254
248-260-940-000	UHAUL 7.11 EQUIPMENT	COMERICA BANK	COMERICA CC - MATT JULY 2026	26.45	374
248-260-940-000	UHAUL EQUIPMENT 7.14.26	COMERICA BANK	COMERICA CC - MATT JULY 2026	26.45	374
248-260-942-000	DDA OFFICE MATS	DarWeI ENTERPRISES LLC		27.06	36253
248-260-942-000	2 WATER BOTTLES FOR DDA OF CRYSTAL WATER COMPANY			14.00	36251

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 08/01/2026 - 08/31/2026

POSTED AND UNPOSTED
OPEN AND PAID

Section 7, Item B.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					
248-260-942-000	GREAT LAKES ACE (MISSING)	COMERICA BANK	COMERICA CC - MATT JULY 2026	14.18	374
248-260-942-000	AMZN - 7.13.26 DISPENSER	COMERICA BANK	COMERICA CC - MATT JULY 2026	26.00	374
248-260-942-000	AMZN - 7.22.26 BINS	COMERICA BANK	COMERICA CC - MATT JULY 2026	181.98	374
248-260-942-000	AMZN 7.23.26 INK COFFEE	COMERICA BANK	COMERICA CC - MATT JULY 2026	97.68	374
248-260-942-000	AMZN 723.26 CHARGERS	COMERICA BANK	COMERICA CC - MATT JULY 2026	7.99	374
248-260-942-000	AMZN 7.26.26 E STORAGE	COMERICA BANK	COMERICA CC - MATT JULY 2026	61.58	374
248-260-942-000	AMZN RETURN	COMERICA BANK	COMERICA CC - MATT JULY 2026	0.00	374
248-260-942-000	2 BOTTLES OF WATER FOR DDA	CRYSTAL WATER COMPANY		14.00	36251
248-260-958-000	DOMAINLISTINGS (MISSING RE	COMERICA BANK	COMERICA CC - MATT JULY 2026	288.00	374
248-260-958-000	CAFEPRESS - APPAREL	COMERICA BANK	COMERICA CC - MATT JULY 2026	126.13	374
248-260-974-000	EQUIPMENT & SUPPLIES, INV#	GREAT LAKES ACE HARDWARE		720.19	36257
Total Department 260 GENERAL ACTIVITIES				11,405.67	
Department: 725 ORGANIZATION					
248-725-825-000	DOWNTOWN DOLLAR REDEMPTION	GREEN HIPPO GIFTS		25.00	36259
248-725-827-000	NATIONAL MAIN STREET (GAMS	COMERICA BANK	COMERICA CC - MATT JULY 2026	150.00	374
248-725-827-000	UPS - GROUND	COMERICA BANK	COMERICA CC - MATT JULY 2026	40.68	374
Total Department 725 ORGANIZATION				215.68	
Department: 726 DESIGN					
248-726-745-000	PNT BRUSH FLAT 3INCH HP GO	GREAT LAKES ACE HARDWARE	LIGHT POLE PAINT	5.69	36257
248-726-745-000	PAINT	GREAT LAKES ACE HARDWARE	LIGHT POLE PAINT	188.04	36257
248-726-745-000	EXXON GASS WHEELER	COMERICA BANK	COMERICA CC - MATT JULY 2026	10.81	374
248-726-745-000	EXXON GAS 4WHEELER	COMERICA BANK	COMERICA CC - MATT JULY 2026	10.91	374
248-726-745-000	EXXON GAS 4WHEELR	COMERICA BANK	COMERICA CC - MATT JULY 2026	10.18	374
248-726-745-000	BEAUTIFICATION SUPPLIES, I	GREAT LAKES ACE HARDWARE		17.65	36257
248-726-745-000	BEAUTIFICATION SUPPLIES, I	GREAT LAKES ACE HARDWARE		15.18	36257
248-726-745-000	ROCHESTERPOLLINATORS,MEEKS	TRENT CREATIVE		932.00	36279
248-726-980-001	ROLL OFF (\$100-7.1.26)	COMERICA BANK	COMERICA CC - MATT JULY 2026	100.00	374
248-726-980-001	ROLL OFF (\$100 7.7.26)	COMERICA BANK	COMERICA CC - MATT JULY 2026	100.00	374
248-726-980-001	TIMBER BEAST - BRUSH CLEAN	COMERICA BANK	COMERICA CC - MATT JULY 2026	920.00	374
248-726-980-001	WEBSITE FOR LUMBERYARD, IN	TRAILFORGE MARKETING	WEBSITE, VENDOR PORTAL FOR PUBLIC MAR	900.00	36278
248-726-980-001	LUMBERYARD MARKETING, INV	TRAILFORGE MARKETING	WEBSITE, VENDOR PORTAL FOR PUBLIC MAR	500.00	36278
248-726-980-002	ROLL OFF (CEMENT DUMPSTER	COMERICA BANK	COMERICA CC - MATT JULY 2026	875.00	374
248-726-980-002	ROLL OFF (GENERAL DUMPSTER	COMERICA BANK	COMERICA CC - MATT JULY 2026	624.00	374
Total Department 726 DESIGN				5,209.46	
Department: 728 ECONOMIC DEVELOPMENT					
248-728-888-000	AMERICA250 7/1, LOLIVE BAC	VIEW NEWSPAPER GROUP		2,657.00	36284
248-728-888-000	ADVERTISING: INVOICE #2465	ORION AREA CHAMBER OF COMM		450.00	36267
248-728-888-000	DOTL BANNER INV#3131	EPRINT SOLUTION LLC		132.00	36255
Total Department 728 ECONOMIC DEVELOPMENT				3,239.00	
Department: 729 PROMOTION					
248-729-880-000	AMZN - CLIKERS	COMERICA BANK	COMERICA CC - MATT JULY 2026	6.29	374
248-729-880-015	ANNUAL SUBSCRIPTION, INV#2	SEEMYLEGACY	PLATFORM FOR SPONSORSHIPS, VOLUNTEER	1,999.00	36272
248-729-880-017	SWANK - MOVIE LICENSES	COMERICA BANK	COMERICA CC - MATT JULY 2026	1,260.00	374
248-729-880-017	TEEN MOVIE NIGHT EQUIP, IN	SPARKFUSION MARKETING	TEEN MOVIE NIGHT EQUIPMENT FOR VIEWIN	500.00	36275
Total Department 729 PROMOTION				3,765.29	
Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				27,778.87	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 08/01/2026 - 08/31/2026

POSTED AND UNPOSTED

OPEN AND PAID

Section 7, Item B.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023					
Department: 901 CAPITAL OUTLAY					
301-901-950-000	LUMBERYARD PORTAJOHNN,INV#I	TURNER SANITATION		250.00	36280
301-901-950-000	LUMBERYARD PORTAJOHNN, INVI	TURNER SANITATION		58.00	36280
301-901-971-000	EST #6222 V- DDA BOARD APP	WESSEL'S PAINTING INC	PAINTING SERVICES	5,120.00	36227
301-901-971-000	CODE COMPL-DEMO/CLEANUP IN	K&D PHILLIPS CONTRACTING L	DEMOLITION AND CLEANUP FOR CODE COMPL	8,050.00	36263
301-901-971-000	ENG- LUMBERYARD PUD, INV#1	PEA GROUP	FINAL ENGINEERING INVOICE	12,422.50	36268
301-901-971-000	LUMBERYARD INTERIOR PAINT,	WESSEL'S PAINTING INC	INTERIOR PAINT INSIDE THE MARKET BARN	11,890.00	36289
Total Department 901 CAPITAL OUTLAY				37,790.50	
Department: 905 Downtown Dev Bond 2023					
301-905-731-000	TAXABLE ANNUAL ADMIN FEE I	ARGENT INSTITUTIONAL TRUST		500.00	36243
301-905-731-001	TAX EXEMPT ANNUAL ADMIN FE	ARGENT INSTITUTIONAL TRUST		500.00	36243
Total Department 905 Downtown Dev Bond 2023				1,000.00	
Total Fund 301 DOWNTOWN DEV BOND PROJECT 2023				38,790.50	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 08/01/2026 - 08/31/2026

POSTED AND UNPOSTED

OPEN AND PAID

Section 7, Item B.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
		248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	27,778.87	
		301	DOWNTOWN DEV BOND PROJECT 2023	38,790.50	
		Total For All Funds:		66,569.37	



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Lumber Yard Budget - Site Development / Cost to Complete

The Executive Director recommends that the Board approve a \$1,653,500 working budget for the two remaining Lumber Yard cost elements presented in the attached reports: site development and the identified work needed to put the site into operation. Against \$1,900,000 in assumed available funds, that leaves \$246,500 uncommitted. Approval establishes a budget and procurement direction; it does not award the unbid work.

Site development

The DDA planning estimate is \$1,250,406 before combined-bid savings, with a procurement target of approximately \$1.20 million. The Village Engineer estimates \$1,025,568 including a 15% contingency, but excludes \$168,000 for landscaping and remaining electrical work included in our scope. Adding those items produces a comparable engineer figure of \$1,193,568, closely aligned with the proposed \$1.20 million allocation. The attached comparison explains the different utility rates, grading assumptions and scope items that must be reconciled before final bidding.

Cost to complete

The second report carries the contracted fire-suppression system at \$74,000 and seven additional completion categories totaling \$330,000: bakery electrical service and heating (\$60,000); irrigation cisterns and system (\$35,000); concession-shed relocation and buildout (\$85,000); barn, market-shed and trailhead lighting (\$55,000); signage (\$40,000); furnishings and operational equipment (\$30,000); and professional fees, permits, testing and closeout (\$25,000). A separate 15% contingency on those seven categories is \$49,500. The \$330,000 consists of planning allowances, not contractor bids.

BUDGET NOTE: We have asked the Village Auditor to confirm our 301/404 Fund Balance, which we believe is approximately \$2.1 million according to the BSA running reports we receive monthly from the Village Treasurer. This would imbed an additional \$200,000 in contingency budget.

Overall funding plan

Budget element	Amount
Site development budget	\$1,200,000
Fire suppression system under contract	\$74,000
Seven additional completion categories	\$330,000
15% contingency on additional categories	\$49,500
Total proposed budget	\$1,653,500
Uncommitted balance of assumed \$1,900,000	\$246,500

The separate structures package is excluded from this funding schedule. Accordingly, the \$246,500 should not be represented as funding for building shells or restrooms unless those obligations are separately reconciled with the \$1,900,000 available-funds figure. Staff will confirm there is no overlap among the site electrical scope, lighting allowances and contracted suppression work, and will return individual contracts for Board action where required by procurement policy.

RECOMMENDED MOTION

I move to approve the Lumber Yard at Paint Creek Site Development Budget Comparison Report and Cost-to-Complete Budget Report as the basis for a combined working budget of \$1,653,500, consisting of \$1,200,000 for site development, \$74,000 for the contracted fire-suppression system, \$330,000 for the seven identified completion categories and \$49,500 in contingency; to retain \$246,500 of the assumed \$1,900,000 in available funds as uncommitted reserve; and to direct staff to reconcile scope, confirm the treatment of excluded structures, and bring contracts back for Board approval as required under applicable procurement policies.

BOARD REPORT

Lumber Yard at Paint Creek

Cost-to-Complete Budget

Remaining Site Elements and Project Funding Plan | September 2026

Purpose. This report presents a comprehensive budget for the remaining elements required to complete and operationalize the Lumber Yard at Paint Creek. It is intended to accompany the separate Site Development Budget Comparison Report and provide the Board with a single funding framework for review and approval.

Conclusion. Based on \$1.90 million in available funds, the \$1.20 million site-development package, the contracted \$74,000 fire-suppression system, and \$379,500 for the remaining completion work and related contingency, the project retains an uncommitted reserve of \$246,500.

Executive Funding Summary

Budget Component	Amount
Available project funds	\$1,900,000
Site-development package	(\$1,200,000)
Contracted fire-suppression system	(\$74,000)
Seven remaining completion categories	(\$330,000)
15% contingency on remaining completion categories	(\$49,500)
Total projected project use	\$1,653,500
Uncommitted project reserve	\$246,500

Funding position. The proposed budget commits approximately 87.0% of available funds and preserves approximately 13.0% as an unassigned reserve. The reserve should remain under Board control until pricing is confirmed for the most variable remaining scopes.

Added Completion Budget

Remaining Category	Planning Allowance
1. Bakery-building electrical service and heating	\$60,000
2. Irrigation cisterns, pumps, controls and irrigation system	\$35,000
3. Relocation and buildout of concession shed	\$85,000
4. Exterior and interior lighting fixtures	\$55,000
5. Site, building, wayfinding and regulatory signs	\$40,000
6. Furnishings, equipment and operational items	\$30,000
7. Professional fees, testing, permits and closeout	\$25,000
Added-work subtotal	\$330,000

Remaining Category	Planning Allowance
Cost-to-complete contingency - 15%	\$49,500
Total added completion budget	\$379,500

Budget basis. The category amounts are planning allowances for Board budgeting. They are not contract awards. The separate 15% contingency is applied to the \$330,000 added-work subtotal and is not embedded within the individual line items.

1. Bakery-Building Electrical Service and Heating

Component	Allowance
Electrical service connection, meter and disconnect	\$9,000
Electrical panel and distribution equipment	\$6,000
Interior branch wiring, receptacles and dedicated equipment circuits	\$10,000
Interior, exterior and emergency lighting	\$7,000
Two-zone mini-split heating and cooling system	\$18,000
Controls, ventilation and miscellaneous HVAC work	\$4,000
Electrical and mechanical permits	\$3,000
Testing, startup and contractor closeout	\$3,000
Bakery-building total	\$60,000

Scope assumption. Assumes retail occupancy without commercial ovens or a commercial kitchen. Specialized tenant equipment and future food-service improvements are excluded.

2. Irrigation Cisterns, Pumps and Distribution

Component	Allowance
Water-storage cisterns and associated fittings	\$9,000
Tank bases and anchoring	\$3,000
Pump, pressure tank and pump enclosure	\$6,000
Filtration, backflow protection and controls	\$4,000
Irrigation mainline, lateral piping and valves	\$7,000
Drip irrigation and planting-zone distribution	\$3,000
Trenching, electrical connection and restoration	\$2,000
Testing, programming and winterization setup	\$1,000
Irrigation-system total	\$35,000

Scope assumption. Assumes a water-efficient, drip-oriented system serving the principal landscaped areas rather than full lawn irrigation.

3. Concession-Shed Relocation and Buildout

Component	Allowance
Utility disconnections and preparation for relocation	\$4,000
Structural bracing, lifting and building relocation	\$14,000
New foundation, piers or slab	\$12,000
Exterior and roof repairs following relocation	\$8,000
Doors, service window and security hardware	\$7,000
Electrical service, panel, outlets and lighting	\$10,000
Interior wall, ceiling and floor finishes	\$9,000
Service counter, cabinets and shelving	\$9,000
Basic refrigeration and non-cooking concession equipment	\$5,000
Permits, inspections and miscellaneous connections	\$4,000
Accessibility and minor site-transition work	\$3,000
Concession-shed total	\$85,000

Scope assumption. Assumes a non-food-preparation concession operation selling packaged products and beverages. Commercial cooking equipment, a hood, grease interceptor and full kitchen improvements are excluded.

4. Exterior and Interior Lighting Fixtures

Component	Allowance
Main barn exterior gooseneck fixtures	\$10,000
Main barn interior event and market lighting	\$10,000
Market shed exterior fixtures	\$7,000
Market stall interior fixtures	\$7,000
Trailhead and pedestrian-area fixtures	\$7,000
Public-art and feature lighting	\$4,000
Poles, brackets and specialty mounting hardware	\$4,000
Photocells, timers, dimming and lighting controls	\$3,000
Installation adjustments and fixture commissioning	\$3,000
Lighting-fixture total	\$55,000

Scope assumption. Limited to decorative and operational fixtures not already included in the site-development and electrical package.

5. Site, Building, Wayfinding and Regulatory Signs

Component	Allowance
Primary Lumber Yard identification sign	\$9,000
Building-identification signs	\$5,000
Vehicular and pedestrian wayfinding signs	\$7,000
Parking, ADA and regulatory signs	\$5,000
Trailhead and trail-connection signs	\$4,000
Historic and interpretive signage	\$5,000
Sign supports, foundations and installation	\$5,000
Signage total	\$40,000

6. Furnishings, Equipment and Operational Items

Component	Allowance
Movable tables, chairs and event seating	\$9,000
Benches and miscellaneous outdoor furnishings	\$4,000
Waste and recycling receptacles	\$3,000
Portable barriers, stanchions and crowd-control equipment	\$3,000
Storage racks, carts and maintenance equipment	\$4,000
Wi-Fi, communications and basic event technology	\$3,000
Safety equipment, first-aid stations and supplies	\$2,000
Opening inventory and miscellaneous operational supplies	\$2,000
Furnishings and equipment total	\$30,000

7. Professional Fees, Testing, Permits and Closeout

Component	Allowance
Supplemental architectural and engineering services	\$6,000
Construction observation and field coordination	\$4,000
Materials, soil and utility testing	\$3,000
Building, electrical, mechanical and sign permits	\$4,000
Final inspections and systems commissioning	\$2,000
Survey, record drawings and closeout documentation	\$3,000

Component	Allowance
Legal, administrative and contract closeout expenses	\$3,000
Professional and closeout total	\$25,000

Budget Controls and Implementation

- Treat the seven category totals as maximum planning allocations unless the Board approves a transfer or amendment.
- Obtain competitive proposals or bids in accordance with applicable DDA and Village procurement requirements.
- Credit unused balances within a category back to the project reserve rather than automatically reallocating them.
- Return contracts and purchases requiring Board approval under existing policy to the Board before commitment.
- Confirm that lighting fixtures and electrical work are not duplicated in the site-development package.
- Maintain the \$246,500 reserve until major variable scopes are bid and project closeout exposure is better defined.

Principal Cost Variables

The following scopes present the greatest potential for movement from the planning allowances:

- Condition of the concession shed after lifting and relocation, including foundation and repair requirements.
- Final electrical-service needs and heating-load calculations for the bakery building.
- Cistern capacity, irrigation coverage, trenching distances and final landscape-zone design.
- Final fixture quantities, mounting conditions, control systems and avoidance of overlap with the base electrical contract.
- Fabrication and installation requirements for primary identification and interpretive signage.

Recommended Board Action

Recommended approval. Approve the Lumber Yard at Paint Creek cost-to-complete funding framework, including the \$1.20 million site-development budget, the existing \$74,000 fire-suppression contract, \$330,000 in planning allowances for the seven remaining completion categories, and a \$49,500 cost-to-complete contingency, while retaining \$246,500 as an uncommitted project reserve.

Relationship to accompanying report. The separate Site Development Budget Comparison Report documents the basis for the \$1.20 million site-development budget. This report addresses the remaining site elements and the overall funding available to complete the project.

BOARD REPORT

Lumber Yard Site Development Budget Comparison

DDA Planning Estimate and Village Engineer Cost Estimate | September 2026

Purpose and conclusion. This report compares the DDA's preliminary site-development budget with the Village Engineer's opinion of probable construction cost for the Lumber Yard at Paint Creek. Although the headline totals initially appear significantly different, the estimates use different scopes, pricing assumptions, and contingency methods. After accounting for landscaping and remaining electrical work included in the DDA budget but omitted from the engineer's estimate, the two estimates align closely and support an overall construction procurement target of approximately \$1.20 million.

Executive Comparison

Estimate	Amount
DDA stand-alone planning estimate	\$1,250,406
DDA target after combined-bid savings	\$1,195,000-\$1,210,000
Village Engineer's construction subtotal	\$891,798
Engineer's 15% contingency	\$133,770
Engineer's total	\$1,025,568
Landscaping and electrical omitted by engineer	\$168,000
Adjusted engineer total	\$1,193,568

Key finding. The adjusted engineer total is only \$1,432 below the bottom of the DDA target range and \$16,432 below the top. This provides strong independent support for the approximately \$1.20 million procurement goal.

Package Comparison

For comparison, the engineer's demolition, erosion-control, and miscellaneous categories are grouped with the DDA's site-preparation and mass-grading package.

Work Category	DDA Estimate	Engineer Estimate	Difference
Site preparation, grading and related work	\$160,000	\$93,961	+\$66,039
Roads, parking and concrete	\$447,000	\$405,782	+\$41,218
Sanitary sewer	\$103,330	\$85,235	+\$18,095

Work Category	DDA Estimate	Engineer Estimate	Difference
Water main	\$217,065	\$159,835	+\$57,230
Storm sewer and drainage	\$155,011	\$146,985	+\$8,026
Common-scope subtotal	\$1,082,406	\$891,798	+\$190,608
Native landscaping	\$70,000	Not included	+\$70,000
Remaining electrical	\$98,000	Not included	+\$98,000
Contingency	Not separate	\$133,770	Engineer only

Comparison basis. The DDA common-scope estimate is approximately 21.4% higher than the engineer's pre-contingency subtotal. After applying the engineer's 15% contingency, the difference on common work falls to approximately \$56,838, or 5.5%.

1 Water main pricing

The DDA uses substantially more conservative water-main installation rates. These pipe rates account for most of the \$57,230 difference in this category.

Item	DDA Unit Rate	Engineer Rate
8-inch ductile iron main	\$160/LF	\$90/LF
6-inch ductile iron main	\$145/LF	\$75/LF
1-inch copper service	\$40/LF	\$30/LF
Hydrant assembly	\$9,000	\$8,500

The engineer carries higher costs for gate-valve wells and tapping sleeves, but those increases do not offset its lower pipe rates.

2 Sanitary sewer pricing and grease traps

The DDA uses \$80/LF for 8-inch sanitary sewer, \$65/LF for 6-inch sewer, and \$7,000 per manhole, compared with the engineer's respective rates of \$50/LF, \$35/LF, and \$4,500. The engineer also includes two 1,000-gallon grease traps totaling \$20,000, which are likely not required and are not separately included in the DDA estimate. If later required, they should be added or assigned to the future commercial-building packages.

3 Storm sewer scope

The totals are close, but the underlying scopes differ. The engineer includes a \$25,000 water-quality unit and 1,777 LF of underdrain valued at \$35,540. The DDA estimate instead separately includes six cleanouts, miscellaneous connections and fittings, testing and inspection coordination, mobilization, and cleanup.

The DDA's basic rates for storm pipe, catch basins, manholes, and the outlet-control structure are higher. The engineer's \$60,540 water-quality and underdrain allowance largely offsets those lower rates. Both scope and pricing should be reconciled before bidding.

4 Site preparation and grading

The engineer carries \$25,000 as a lump-sum earthwork allowance. Its combined demolition, erosion-control, and miscellaneous categories total approximately \$93,961. The DDA's \$160,000 package is broader and includes:

- Mobilization, layout, grade control, and site controls
- Mass excavation, cut-to-fill operations, and compaction
- South parking-area structural fill and imported granular fill
- Drainage, swale, and basin earthwork
- Rough grading of future roads and parking
- Temporary stabilization, supervision, and cleanup

This more developed grading scope accounts for much of the \$66,039 difference.

5 Updated demolition conditions

The engineer's estimate includes removal of 6,953 SF of concrete, 8,162 SF of asphalt, 57 LF of curb and gutter, and 1,119 LF of fencing. The DDA estimate reflects the updated condition that the concrete and debris have already been removed and approximately 4,500 SF of old asphalt remains.

The engineer's demolition allowance should therefore be updated, while its earthwork allowance should be reviewed against the DDA's grading and structural-fill scope.

6 Pavement and concrete

The DDA estimate is \$447,000, compared with the engineer's \$405,782 - a difference of \$41,218, or approximately 10.2%. The engineer uses plan quantities for asphalt, aggregate, sidewalks, curb and gutter, the dumpster pad, and the asphalt path. The DDA carries broader allowances for final subgrade preparation, proof-roll corrections, ADA improvements, miscellaneous concrete, signs, structure adjustments, and mobilization.

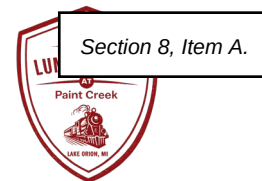
The following items should be confirmed in the final scope and bid documents:

- Water-quality treatment unit and 1,777 LF of underdrain
- Whether grease traps are required and, if so, which package carries them
- Timber retaining wall and chain-link gates
- Updated demolition quantities
- South parking-area structural fill
- Final landscaping and remaining electrical work
- Public-art and trailhead lighting
- Treatment of mobilization, contractor general conditions, and related overhead

Recommendation to the Board

Maintain a working construction budget of \$1.20 million. The estimates do not indicate a fundamental disagreement about anticipated project cost. The engineer relies on detailed plan quantities, lower unit prices, and a separate 15% contingency. The DDA uses more conservative utility rates, a more comprehensive grading allowance, and includes \$168,000 of landscaping and electrical work omitted from the engineer's estimate.

Adding those omitted packages to the engineer's total produces an adjusted estimate of approximately \$1.194 million. The \$1.20 million budget should therefore remain the Board-level procurement goal, subject to reconciliation of the identified scope items before bid documents are issued.



Lumber Yard at Paint Creek

Board Budget Summary - Site Development Infrastructure

Purpose. This summary consolidates the current stand-alone planning estimates for the major site-development packages and identifies the procurement savings expected from coordinated or combined bidding. The estimates are intended for budgeting and bid evaluation; final cost will be established through competitive procurement.

Construction Package	Planning Estimate	Budget Basis
Site Preparation / Mass Grading	\$160,000	Open site; limited demolition; rough grading only
Water Main	\$217,065	2026 planning rates; open-site installation
Sanitary Sewer	\$103,330	Open granular site; includes manholes and connections
Storm Sewer / Drainage	\$155,011	Aggressive target based on open-site conditions
Roads / Parking / Concrete	\$447,000	Reduced aggregate-base assumption; final paving package
Native Landscaping	\$70,000	Native/natural approach; irrigation tank excluded
Remaining Electrical	\$98,000	Existing barn/market wiring and DTE service excluded; includes \$10,000 art/trailhead lighting contingency
TOTAL - STAND-ALONE ESTIMATE	\$1,250,406	Before combination deducts

Procurement Target

Stand-alone planning estimate	\$1,250,406
Expected combined-bid savings	\$40,000-\$55,000
Target total after deducts	\$1,195,000-\$1,210,000
Board-level procurement goal	Approximately \$1.20 million

Recommended Bid Strategy

Bid each package with clear stand-alone pricing, while requiring bidders to state combination deducts. The strongest expected savings are from combining grading, water, sanitary and storm work under one qualified civil contractor. Roads/parking/concrete should remain separately measurable so pavement responsibility and warranty remain clear. Landscaping should generally remain a specialty package. Electrical savings should be pursued through trench/conduit coordination while the site remains open.

Budget Notes

- The \$98,000 electrical estimate reflects work already completed: DTE service is on site, the Main Barn and Market Rack are wired, and core panels/infrastructure are in place.
- The electrical estimate includes a \$10,000 Owner-controlled contingency for public-art and trailhead accent lighting.
- The native landscaping estimate excludes the 2,000-gallon irrigation tank.
- Combination deducts are alternatives, not cumulative; overlapping deducts should not be added together.

NOWAK AND FRAUS ENGINEERS

Section 8, Item A.



48680 Van Dyke, Shelby Township, MI 48317
(586) 739-0939

PROJECT: Lake Orion Lumber PRELIMINARY ESTIMATE OF COST
PROJECT NO: M917-01

DATE: 8/25/2026
PREPARED BY: DMT
REVIEWED BY: CT

ESTIMATE OF COST SUMMARY

DEMOLITION	\$41,676.33
PAVEMENT	\$405,782.00
SANITARY SEWER	\$85,235.00
WATERMAIN	\$159,835.00
STORM SEWER	\$146,985.00
EROSION CONTROL	\$17,995.00
MISCELLANEOUS	<u>\$34,290.00</u>
 SUBTOTAL SITE IMPROVEMENTS	 \$891,798.33
 15% CONTINGENCY	 \$133,769.75
 TOTAL SITE IMPROVEMENTS	 \$1,025,568.08

THE ABOVE IS AN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR THE SITE. NO GUARANTEE IS EXPRESSED OR IMPLIED CONCERNING THEIR ACCURACY OR COMPLETENESS. FINAL/ACTUAL CONSTRUCTION COSTS WILL VARY FROM THE NUMBERS PRESENTED HEREIN SINCE ACTUAL CONSTRUCTION COSTS WILL BE DETERMINED BY CONTRACTORS THROUGH A BIDDING PROCESS OR OTHER OWNER SELECTION PROCESS.



48680 Van Dyke, Shelby Township, MI 48317
(586) 739-0939

PROJECT: Lake Orion Lumber PRELIMINARY ESTIMATE OF COST
PROJECT NO: M917-01

DATE: 8/25/2026

NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
DEMOLITION					
1	REMOVE CONCRETE PAVEMENT	6,953	SF	\$2.00	\$13,906.00
2	HAUL AWAY EXCESS MILLINGS	372	CY	\$10.00	\$3,723.33
3	REMOVE ASPHALT PAVEMENT	8,162	SF	\$2.50	\$20,405.00
4	REMOVE CONCRETE CURB AND GUTTER	57	LF	\$5.00	\$285.00
5	REMOVE FENCE	1,119	LF	\$3.00	\$3,357.00
DEMOLITION TOTAL =					\$41,676.33
PAVEMENT					
6	6" CONCRETE WITH 6" 21AA AGG. BASE	410	SY	\$30.00	\$12,300.00
7	9" CONC. PAVT. W/ INTEGRAL CURB	140	SY	\$50.00	\$7,000.00
8	4" ASPHALT PAVEMENT on 8" 21AA BASE	4,935	SY	\$50.00	\$246,750.00
9	8" 22A AGGREGATE	3,080	SY	\$16.00	\$49,280.00
10	4" CONCRETE SIDEWALK WITH 4" SAND BASE	3,760	SF	\$8.50	\$31,960.00
11	6" CONCRETE SIDEWALK WITH 4" SAND BASE	310	SF	\$12.00	\$3,720.00
12	18" CONCRETE CURB AND GUTTER	1,170	LF	\$30.00	\$35,100.00
13	8" REINFORCED CONCRETE DUMPSTER PAD	1,480	SF	\$10.00	\$14,800.00
14	6" ASPHALT PAVEMENT (PATH)	406	SF	\$12.00	\$4,872.00
PAVEMENT TOTAL =					\$405,782.00
SANITARY SEWER					
15	6" SANITARY SEWER, PVC SDR 23.5	274	LF	\$35.00	\$9,590.00
16	8" SANITARY SEWER, PVC SDR 26	440	LF	\$50.00	\$22,000.00
17	CLEANOUT WITH BOX	7	EA	\$1,235.00	\$8,645.00
18	4' DIAMETER MANHOLE	4	EA	\$4,500.00	\$18,000.00
19	1000 GALLON GREASE TRAP	2	LS	\$10,000.00	\$20,000.00
20	TAP/CONNECTION	2	EA	\$3,500.00	\$7,000.00
SANITARY SEWER TOTAL =					\$85,235.00
WATERMAIN					
21	1" COPPER 'K'-DOMESTIC SERVICE	428	LF	\$30.00	\$12,840.00
22	6" DUCTILE IRON WATER MAIN, CLASS 54	77	LF	\$75.00	\$5,775.00
23	8" DUCTILE IRON WATER MAIN, CLASS 54	708	LF	\$90.00	\$63,720.00
24	8" GATE VALVE IN WELL	4	EA	\$8,000.00	\$32,000.00
25	12"X8" TSV & WELL	3	EA	\$9,500.00	\$28,500.00
26	STANDARD HYDRANT ASSEMBLY	2	EA	\$8,500.00	\$17,000.00
WATERMAIN TOTAL =					\$159,835.00



48680 Van Dyke, Shelby Township, MI 48317
(586) 739-0939

PROJECT: Lake Orion Lumber PRELIMINARY ESTIMATE OF COST
PROJECT NO: M917-01

DATE: 8/25/2026

NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
STORM SEWER					
27	6" PVC SCH. 40 STORM SEWER	260	LF	\$22.00	\$5,720.00
28	8" PVC SCH. 40 STORM SEWER	11	LF	\$24.00	\$264.00
29	12" STORM SEWER, RCP C-76 CLASS IV	291	LF	\$40.00	\$11,640.00
30	15" STORM SEWER, RCP C-76 CLASS IV	407	LF	\$48.00	\$19,536.00
31	18" STORM SEWER, RCP C-76 CLASS IV	45	LF	\$55.00	\$2,475.00
32	24" STORM SEWER, RCP C-76 CLASS IV	193	LF	\$70.00	\$13,510.00
33	4' DIA. CATCH BASIN W/ 2' SUMP	12	EA	\$1,900.00	\$22,800.00
34	4' DIA. MANHOLE	2	EA	\$1,900.00	\$3,800.00
35	6' DIA. OUTLET CONTROL UNIT	1	EA	\$5,000.00	\$5,000.00
36	WATER QUALITY UNIT	1	EA	\$25,000.00	\$25,000.00
37	24" CONCRETE END SECTION	2	EA	\$850.00	\$1,700.00
38	6" UNDERDRAIN	1,777	LF	\$20.00	\$35,540.00
STORM SEWER TOTAL =					\$146,985.00
EROSION CONTROL					
39	INLET FILTERS	12	EA	\$170.00	\$2,040.00
40	SILT FENCE	1,862	LF	\$2.50	\$4,655.00
41	SEED AND MULCH	3,100	SY	\$3.00	\$9,300.00
42	GRAVEL MUD MAT	1	EA	\$2,000.00	\$2,000.00
EROSION CONTROL TOTAL =					\$17,995.00
MISCELLANEOUS					
43	TIMBER RETAINING WALL	170	SF	\$32.00	\$5,440.00
44	PAVEMENT MARKINGS	1	LS	\$2,800.00	\$2,800.00
45	CHAIN LINK MANGATE	2	EA	\$525.00	\$1,050.00
46	EARTHWORK	1	LS	\$25,000.00	\$25,000.00
MISCELLANEOUS TOTAL =					\$34,290.00
SITE IMPROVEMENT TOTAL =					<u>\$891,798.33</u>

THE ABOVE IS AN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR THE SITE. NO GUARANTEE IS EXPRESSED OR IMPLIED CONCERNING THEIR ACCURACY OR COMPLETENESS. FINAL/ACTUAL CONSTRUCTION COSTS WILL VARY FROM THE NUMBERS PRESENTED HEREIN SINCE ACTUAL CONSTRUCTION COSTS WILL BE DETERMINED BY CONTRACTORS THROUGH A BIDDING PROCESS OR OTHER OWNER SELECTION PROCESS.



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Budget Adjustment – Lumber Yard

It was reported to the Board that the Director would be presenting a final cost to complete budget, under which a request would be made to move the bulk of the remaining bond project funds into a capital account within the 301 budget framework from which his office could then expend final sums to complete the project. This is in lieu of creating multiple GL lines, and with the intent to maintain running fund balance ledger for all future expenditures and reporting.

This is that request

RECOMMENDED MOTION

I move to amend the adopted Fund 301 budget to appropriate \$1,900,000 of available Fund 301 fund balance for the Lumber Yard at Paint Creek project and to increase the appropriation in account 301-901-971-000, Capital Outlay – Buildings, by \$1,900,000. I further move to direct the Village’s finance staff to record the corresponding planned use of fund balance and adjust the projected ending Fund 301 fund balance in the budget. This action establishes budget authority; individual contracts and expenditures remain subject to applicable procurement requirements and Board approval where required.

BALANCE SHEET REPORT FOR VILLAGE OF LAKE ORION

Balance As Of 08/31/2026

GL Number	Description	YTD Balance 08/31/2025	YTD Balance 08/31/2026
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023			
*** Assets ***			
Account Classification: CASH CHECKING			
301-000-001-000	Cash	56,386.80	56,386.80
	CASH CHECKING	56,386.80	56,386.80
Account Classification: CASH SAVINGS			
301-000-002-000	CASH	2,465,613.12	2,075,628.35
301-000-011-000	Cash - Payroll Savings	(20,148.52)	(36,719.48)
	CASH SAVINGS	2,445,464.60	2,038,908.87
Total Assets		2,501,851.40	2,095,295.67
*** Liabilities ***			
Account Classification: DUE TO INTERFUND			
301-000-214-101	Due to General Fund	1,969.18	1,969.18
	DUE TO INTERFUND	1,969.18	1,969.18
Total Liabilities		1,969.18	1,969.18
*** Fund Equity ***			
Account Classification: FUND BALANCE			
301-000-390-000	Fund Balance - Unassigned	2,580,888.81	2,580,888.81
	FUND BALANCE	2,580,888.81	2,580,888.81
Total Fund Equity		2,580,888.81	2,580,888.81
Total Fund 301:			
TOTAL ASSETS		2,501,851.40	2,095,295.67
BEG. FUND BALANCE - 25-26		2,580,888.81	2,580,888.81
+ NET OF REVENUES/EXPENDITURES - 25-26		0.00	(432,991.04)
+ NET OF REVENUES & EXPENDITURES		(81,006.59)	(54,571.28)
= ENDING FUND BALANCE		2,499,882.22	2,093,326.49
+ LIABILITIES		1,969.18	1,969.18
= TOTAL LIABILITIES AND FUND BALANCE		2,501,851.40	2,095,295.67



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Mickey's Construction reconciliation and Triple R Electric invoices

The Director recommends approval of the attached Mickey's Construction reconciliation and the three Triple R Electric change order invoices for work at the Lumber Yard at Paint Creek. The Mickey's settlement is needed to document and close out restoration work associated with the grant performance deadline of September 30, 2026. The electrical work made the barn and deck lighting ready for connection while DTE service installation was underway on site. Approval should be subject to the payment and documentation checks stated below.

Contractor amounts presented for approval

Contractor and reference	Work and reconciliation	Amount
Mickey's Construction	Change orders 26004–26008: \$38,630.83, less \$9,700 already paid toward Exhibit E. Stated remaining balance; subject to payment verification.	\$28,930.83
Triple R Electric 26-DAA-CO#8	Main Barn exterior gooseneck layout, boxes, cable, supports and south-wall conduit.	\$4,213.32
Triple R Electric 26-DAA-CO#7	Barn lighting home runs, courtyard-lighting connection run and removal of old wiring and lights.	\$2,396.66
Triple R Electric 26-DAA-CO#6	Deck/sliding-door lighting layout, cable and connection to lighting home run.	\$798.43
Total of stated balances	Mickey's balance plus three Triple R invoices; not a finding that the full Mickey's amount is immediately payable.	\$36,339.24

Mickey's Construction reconciliation

The reconciliation brings five previously documented change orders into one closeout record for barn restoration and related site work. The May 19 Board action summary describes work under existing repair permits, including utility preparation, security fencing and west-wall work. Settling the ledger now supports a clear grant file before the September 30 performance deadline and separates prior payments from the remaining obligation. The form states that other work and claims through September 1 are included or waived; any final release should be supported by the contractor's signature and the underlying contract terms.

The attached form lists Exhibits A and E as partial. It has no contractor signature, leaves its contract and payment-summary fields uncompleted, and references an Exhibit D payment made in May without stating a credit. Before disbursement, staff should verify the \$9,700 prepayment, determine whether the May payment is already reflected in the \$28,930.83 figure, document treatment of unfinished work, and obtain the contractor's signed reconciliation. Any correction that increases the Board-approved ceiling should return for approval.

Triple R Electric changes

The three August 31 invoices document rough-in and connections for exterior gooseneck, barn, courtyard and deck lighting. This work coordinates lighting runs and drops with the electrical rooms and service infrastructure while DTE crews were already on site installing service. Making these pathways ready at that stage reduces the likelihood of reopening finished barn surfaces or duplicating mobilization later, and supports eventual safe illumination of public circulation areas when fixtures are installed and inspected. The invoices document preparatory electrical work, not a claim that the final lighting is energized or that DTE performed the billed work. Finance should verify the material sales-tax charges and confirm that the invoices have not been paid previously.

RECOMMENDED MOTION

I move to approve the Mickey's Construction change order reconciliation for the Lumber Yard at Paint Creek in an amount not to exceed \$28,930.83 as the stated remaining balance, and Triple R Electric invoices 26-DAA-CO#8, 26-DAA-CO#7 and 26-DAA-CO#6 in the aggregate amount of \$7,408.41, for a combined stated amount not to exceed \$36,339.24; to authorize the Executive Director to execute the completed reconciliation and process properly supported payments from the approved Lumber Yard budget, particularly GL 301-901-971-000, Capital Outlay – Buildings ; and to require, before any payment to Mickey's, verification of all prior payments and credits, resolution or express reservation of incomplete Exhibit A and E work, and the contractor's signature. Any adjustment increasing these ceilings shall return to the Board.



CHANGE ORDER RECONCILIATION

Section 8, Item C.

Project and Change Order Ledger

Lake Orion Downtown Development Authority

1. PROJECT INFORMATION

PROJECT NAME		PROJECT LOCATION	
Lumber Yard at Paint Creek		215 S Broadway St	
CONTRACTOR	CONTRACT NUMBER	RECONCILIATION THROUGH DATE	
Mickey's Construction		September 1, 2026	

2. CONTRACT AMOUNT RECONCILIATION

ORIGINAL CONTRACT	APPROVED ADDS	APPROVED CREDITS	NET CO TOTAL	REVISED CONTRACT

3. CHANGE ORDER LEDGER - ENTER ADDITIONS AS POSITIVE AND DEDUCTIONS AS NEGATIVE

CO NO.	DATE	DESCRIPTION / SCOPE	STATUS	AMOUNT	TIME +/- DAYS
26004	5.10.26	Exhibit A	Partial see note	6850	
26005	5.14.26	Exhibit B	Complete	3850	
26006	5.10.26	Exhibit C	Complete	8643	
26007	5.12.26	Exhibit D	Complete	3850.88	
26008	5.14.26	Exhibit E	Partial See note	15436.95	
			Total	38,630.83	
		Prepaid Applied to Exhibit E		(-9700)	
			Amended total	28,930.83	
		Exhibit A -Barn doors, Siding, Floor Seal, incompl.	No Chargeback		
		Exhibit D - Payment on footings/concrete paid in May 2026	Credit		

LEDGER NOTES / REFERENCE DOCUMENTS



CHANGE ORDER RECONCILIATION

Section 8, Item C.

Financial Closeout and Certifications

Lake Orion Downtown Development Authority

4. PAYMENT AND BALANCE RECONCILIATION

REVISED CONTRACT AMOUNT

VALUE OF WORK COMPLETED AND ACCEPTED

LESS RETAINAGE

LESS PRIOR PAYMENTS

CURRENT PAYMENT DUE

REMAINING CONTRACT BALANCE

28,930.83

5. PENDING, DISPUTED OR UNRESOLVED ITEMS

☐ No pending, disputed or unresolved change order items remain.

☐ Items remain and supporting documentation is attached.

DESCRIBE UNRESOLVED ITEMS, RESPONSIBILITY, PROPOSED AMOUNT AND NEXT ACTION

6. SCHEDULE AND CLOSEOUT

ORIGINAL COMPLETION DATE

APPROVED REVISED COMPLETION DATE

NET APPROVED CALENDAR-DAY CHANGE

CLOSEOUT CONDITIONS, PUNCH-LIST ITEMS, WARRANTIES, RELEASES OR REQUIRED DELIVERABLES

All other work through September 1, 2026 deemed included and all claims waived.

7. MUTUAL RECONCILIATION AND CERTIFICATION

By signing below, the Contractor and the Lake Orion Downtown Development Authority acknowledge that the approved change orders, credits, contract amount, payment status and schedule adjustments shown on this form are accurately reconciled through the date above. Except for items expressly identified in Section 5, each party confirms that it is not aware of any additional change order claim requiring inclusion in this reconciliation. This form documents reconciliation only and does not waive obligations that survive under the contract.

CONTRACTOR AUTHORIZED REPRESENTATIVE

Signature / typed name

Signature date

Representative title

LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

Matthew Gibb

Matthew Gibb, Executive Director - signature / typed name

9/6/2026

Date

PENDING

Board approval / reference (if required)



CHANGE ORDER

Trail head building
Project Name
215 S BROADWAY
Project Address

2024
Change Order Number
26004
Change Order Date

Contractor

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

CHANGE: Trim out wood floor as needed
Frame in 4 windows and install plexie glass in each.
CHANGE: Repair siding on exterior. Trim as needed
Framed in new electrical room with 2 doors
Install pole barn steel ~~on exterior~~ Trim as needed
rebuild 2 10x10 barn doors, and secure them to the wall.
PRICE DETAIL: TOTAL: 6850.00

PRICE. These changes (select one):
☐ raise the price of the contract to
☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):
☐ extend ☐ shorten the duration of the project _____ days.
☐ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is:

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature
Matthew Gibb
Printed Name Date

Contractor Signature
MVP BATES
Printed Name Date 5-10-26





CHANGE ORDER

Section 8, Item C.

Project Name

215 S BROADWAY

Project Address

Change Order Number

2024
26-005

Change Order Date

Contractor

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

EVENT BARN.

CHANGE: South wall interior

CHANGE: FRAME garage doors in / frame new man
door w/ frame, install Perlin's - install

PRICE DETAIL: Steel siding w/ trim

TOTAL:

\$3850.00

PRICE. These changes (select one):

☐ raise the price of the contract to

☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☐ extend ☐ shorten the duration of the project _____ days.

☐ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is:

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature

Matthew Gibb

Printed Name

Date

Contractor Signature

M. K. Bockos

Printed Name

5-14-24

Date





CHANGE ORDER

Event Barn
Project Name
215 S BROADWAY
Project Address

2024
Change Order Number
26-006
Change Order Date

Contractor

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

CHANGE: Pickup + drop off Barn siding (Hand unloaded)

CHANGE: Install Barn siding on southern exterior wall of event Barn Trim exterior man door and three garage doors Supply rough sawn Trim as needed.

PRICE DETAIL: TOTAL: 8,643.00

PRICE. These changes (select one):
☐ raise the price of the contract to
☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):
☐ extend ☐ shorten the duration of the project _____ days.
☐ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is:

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature
Matthew Gibb
Printed Name
Date

Contractor Signature
Mike Bactor
Printed Name
Date 5-10-26





CHANGE ORDER

Mechanical Room Event Barn
Project Name
215 S BROADWAY
Project Address

2026
Change Order Number
26007
Change Order Date

Contractor

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

CHANGE: Event Barn Mechanical Room
Frame in new mechanical room with 2x6 studs
CHANGE: Frame in ceiling with 2x6 studs
Sheet exterior with OSB
Supply and install new 36 man door with hardware lockset
Install Pole Barn steel over OSB exterior of the room
PRICE DETAIL: Trim as needed. TOTAL: 3,850.88

PRICE. These changes (select one):

☐ raise the price of the contract to

☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☐ extend ☐ shorten the duration of the project _____ days.

☐ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is:

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature

Matthew Gibb

Printed Name

Date

Contractor Signature

Mike Butler

Printed Name

5-12-26

Date





CHANGE ORDER

Section 8, Item C.

2025- / 2024 - 008
Change Order Number

Project Name

215 S BROADWAY

Project Address

Change Order Date

Contractor

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

EVELT BARN

CHANGE: Frame West end of EVELT BARN with
CHANGE: w/ 1- 8x7 garage door, 1- 3' min door &
glass above header to match other end
Dg & Below footing as needed

PRICE DETAIL:

TOTAL:
\$15,436.95

PRICE. These changes (select one):

- ☐ raise the price of the contract to
- ☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

- ☐ extend ☐ shorten the duration of the project _____ days.
- ☐ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is:

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature

Matthew Gibb

Printed Name

Date

Contractor Signature

[Signature]

Printed Name

Date

Mike Barts 5-14-26





DDA ACTION SUMMARY SHEET

MEETING DATE: May 19, 2026

TOPIC Lumber Yard – Expense Reconciliation

BACKGROUND BRIEF:

There are two areas of continuing work, grant and engineering

1. **Repair and Restoration – Existing structures:** Following a lengthy winter shutdown, work has recommenced under our previously approved zoning compliance permits and township building permits to repair and restore the existing structures as part of our Public Spaces Grant. We re-started work that was underway in November when frost hit and that work is now nearing completion. When that happens work will pause until PUD approvals occur. These are the expenses under the existing permits:
 - Preparation of access and land for installation of water service and a farmers well \$500, due to Mickey's Construction.
 - Preparation of underground electrical conduit runs to preemptively prepare for the formal service installation following DTE service plan adoption. Labor and materials \$4,850 due to Mickeys Construction.
 - Correct security fencing adjacent to MDOT spillway area. Labor and materials \$3,648 due to Mickeys Construction.
 - Framing, siding and door/glass preparation of West wall, matching east wall. Mickeys construction agreed to match last years pricing despite substantial increases in a material costs. \$9,700 due to Mickeys construction.
 - Quote price for Plexiglass panels to complete est wall. \$980 due to Branden Glass of Clarkston.
 - Materials and labor for production of hardware, locking and door pulls for main barn, 16 sets, \$2080.00 due to Michael Mack.



Triple R Electric, Inc.
4581-A South Lapeer Road
Lake Orion, MI 48359

Invoice

Invoice # 26-DAA-CO#8

Date 8/31/2026

P.O. No. Main Barn Exterior

Project 26-DDA-9 Main Barn Lighting

Bill To
DDA Lake Orion
Village of Lake Orion
21 E. Church Street

Matt Gibb

Job Description				
Item	Description	Rate	Qty	Amount
	1. Layout eight Goosenecks on the East wall and two Goosenecks on West wall. 2. Drilled holes for lights. 3. Ran MC cable and installed bell boxes. 4. Cut 2x4's to support boxes on old planks. 5. Installed pipe for the exterior lighting on the South wall.			
Labor	Labor	100.00	36	3,600.00
Material	Material	578.60		578.60T

Subtotal	\$4,178.60
Sales Tax (6.0%)	\$34.72
Total	\$4,213.32
Payments/Credits	\$0.00

Balance Due

\$4,213.32

Phone # (248) 276-0400

E-mail

info@tripleelectric.net

Fax # (248) 276-0882



Triple R Electric, Inc.
4581-A South Lapeer Road
Lake Orion, MI 48359

Invoice

Invoice # 26-DAA-CO#7

Date 8/31/2026

P.O. No. Main Barn Lighting

Project 26-DDA-9 Main Barn Lighting

Bill To
DDA Lake Orion
Village of Lake Orion
21 E. Church Street

Matt Gibb

Job Description

Item	Description	Rate	Qty	Amount
	1. Run the lighting home runs from the loft into the main barn and brought them to the electrical room. 2. Brought the other run down the North end of the barn to connect to the outside and courtyard lights. 3. Demo all old existing wire and lights in the main barn area.			
Labor	Labor	100.00	19.5	1,950.00
Material	Material	421.38		421.38T

Subtotal	\$2,371.38
Sales Tax (6.0%)	\$25.28
Total	\$2,396.66
Payments/Credits	\$0.00

Balance Due

\$2,396.66

Phone # (248) 276-0400

E-mail

info@triplerelectric.net

Fax # (248) 276-0882



Triple R Electric, Inc.
4581-A South Lapeer Road
Lake Orion, MI 48359

Invoice

Invoice # 26-DAA-CO#6

Date 8/31/2026
P.O. No. Deck Lighting
Project 26-DDA-7 Deck Lighting

Bill To
DDA Lake Orion
Village of Lake Orion
21 E. Church Street

Job Description **Matt Gibb**

Item	Description	Rate	Qty	Amount
	1. Layout lighting by the sliding doors. 2. Drill holes to poke out MC Cable. 3. Ran MC cable and tied into lighting home run.			
Labor	Labor	100.00	6	600.00
Material	Material	187.20		187.20T

Subtotal \$787.20
Sales Tax (6.0%) \$11.23
Total \$798.43
Payments/Credits \$0.00

Balance Due

\$798.43

Phone # (248) 276-0400

E-mail info@tripleelectric.net

Fax # (248) 276-0882



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC HVAC System – Lumber Yard

I recommend Thermal Care Heating and Air Conditioning at \$19,245 for the Lumber Yard bakery building, subject to confirming adequate capacity, duct distribution and utility connections for retail use. Its price is \$19,342 below the next lowest quote. The expenditure would be charged to Fund 301, GL 301-901-971-000 Capital Outlay - Buildings, the account in the Board's budget transfer.

Comparison of Proposals

Contractor	Principal scope and qualifications	Price
Thermal Care	60,000 BTU Trane gas furnace; 2-ton A/C; new duct system, removal of old ductwork, gas line from meter, bath vent and permits. Assumes usable gas and electrical connections.	\$19,245.00
Oakland Heating & Cooling	60,000 BTU Rheem gas furnace; 3-ton A/C; main-floor spiral supply and central return. Engineering and 120/220V wiring excluded.	\$38,587.00
Lake Orion Plumbing Heating & Cooling	80,000 BTU gas furnace and 3-ton heat pump; distribution to main floor, stairs and basement. All-electric alternative \$44,621.47. Gas service and electrical by others.	\$42,736.25

Recommendation and Award Conditions

These are not equivalent systems: Thermal Care proposes 2 tons of cooling, Oakland 3 tons, and LOPHC a higher-efficiency heat pump with explicit basement and stair coverage. Thermal Care's quote assumes gas and electrical connections can be used, but LOPHC reports no gas supply at the building. Before award, obtain written confirmation that the \$19,245 scope includes adequate retail-floor, stair and basement distribution and that gas/meter, electrical and venting requirements can be met. Any added cost or material scope change should return to the Board.

Recommended Motion

I move to approve Thermal Care Heating and Air Conditioning estimate No. 3259 for heating, cooling and ductwork at the Lumber Yard bakery building, in an amount not to exceed \$19,245 from Fund 301, GL 301-901-971-000 Capital Outlay - Buildings; and authorize the Executive Director to execute the agreement after written confirmation of adequate capacity and distribution for retail use and available gas, electrical, venting and permits within that price. Any increase or material scope change shall return to the Board.

Oakland Heating & Cooling 697 South Lapeer Road Suite B , Oxford, MI 48371
 2489531385 | jrsmechanicalinc@gmail.com



Estimate #654

Estimate for Matthew Gibb

For:

Expires on: Fri Oct 09, 2026

215 South Broadway Street, Lake Orion, MI 48362

Financing available

Option #1

Approve

\$38,587.00 total or as low as

\$509.72 / month*

Services	Qty	Unit price	Amount
Oakland Heating & Cooling Comfort system Rheem 60,000 btu 95% Furnace.	1.00	\$38,587.00	\$38,587.00
Rheem 3 ton 13.4 Seer air conditioning system with cased evaporator coil			
Supply duct, spiral duct on the perimeter on the main floor			
Return duct, central return on the main floor			
Venting of the basement bathroom exhaust fan			
Demo existing ductwork in the basement			
2-Year labor warranty			
Warranties			

5-year parts, 5-year compressor, Lifetime Heat Exchanger Warranty,

Excluded: Engineering, 120/220 volt wiring,

Included Services

- . New equipment pad
- . New drain line
- . Reconnect gas lines
- . Reconnect vent pipe
- . Reconnect make-up air
- . New thermostat
- . New line set
- . Recycle old equipment
- . Startup, safety check and check system operation

Services subtotal	\$38,587.00
-------------------	-------------

Subtotal	\$38,587.00
----------	-------------

Total	\$38,587.00
or monthly payments as low as	\$509.72 / month

i Prequalification process not started

Prequalify to find out how much you can borrow within minutes and pay as low as \$509.72 / month*. Your credit score will not be affected. **i**

Prequalify for financing

ESTIMATE

Thermal Care Heating And Air
Conditioning
545 Grampian Ave
Lake Orion, MI 48362

ThermalCareHeatAir@gmail.com
+1 (586) 291-1118
www.thermalcareheatair.com



Section 8, Item D.

DDA Lake Orion

Bill to
Matthew Gibb
215 S Broadway St.
Lake Orion
MI
48362

Estimate details

Estimate no.: 3259
Estimate date: 08/28/2026
Expiration date: 09/28/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	08/28/2026	Furnace S9X1 (96% 60,000 BTU)	Labor and materials to remove and replace existing system with new Trane (S9X1) 96% 60,000 BTU single stage furnace. Includes removal and disposal of old equipment, drain line, venting, adapting to existing sheet metal (new transition if needed), re-use existing filter cabinet (new filter), gas, and electrical, new programable thermostat (non WIFI). Trane Warranty Heat Exchanger: Lifetime Functional Parts: 10 years	1	\$5,450.00	\$5,450.00
2.	08/28/2026	S9X2 (2-Stage)	Upgrade to 2-stage furnace	1	\$250.00	\$250.00
3.	08/28/2026	A/C Install (2 Ton TRANE 454-B)	Labor and materials to remove and replace existing system with new TRANE 2 ton 13 SEER2 (XR13) 454-B split system with matching cased TXV coil. Includes mitigation control & wiring, new refrigerant line set, pad, whip, disconnect (if necessary), low voltage, drain line, new custom sheet metal transition (if necessary) Trane Warranty Functional Parts: 10 years	1	\$5,900.00	\$5,900.00

4.	08/28/2026	Ductwork (new)	Labor and materials to supply and install complete forced air duct system. Includes supply and return trunk line, branch ducts with manual dampers, return air boot & drop with 1" filter slot, stamped steel registers & grilles. All ductwork to be sealed properly to the latest code. *INCLUDES DEMOING OLD DUCT*	1	\$6,100.00	\$6,100.00
Section 8, Item D.						
5.	08/28/2026	DiversiTech Condensate pump	Labor and materials to supply and install condensate pump. Includes new GFI switch/plug combo, discharge tubing to laundry sink or sump pump basin.	1	\$200.00	\$200.00
6.	08/28/2026	Gas line (3/4)	Labor and materials to install new 3/4" gas line from meter to furnace.	1	\$600.00	\$600.00
7.	08/28/2026	Make up air (6")	Labor and materials to supply and install 6" make up air kit into ductwork.	1	\$275.00	\$275.00
8.	08/28/2026	Bathroom Exhaust	Labor and materials to install bathroom exhaust vent to exteriors. *FANS NOT INCLUDED UNLESS OTHERWISE SPECIFIED*	1	\$170.00	\$170.00
9.	08/28/2026	permit(s) fees	Permit(s) fees.	1	\$300.00	\$300.00
Total						\$19,245.00
				Expiry date	09/28/2026	

Accepted date

Accepted by

Lake Orion Plumbing, Heating &
Cooling
40 Engelwood
Ste i
Lake Orion, MI 48359



Phone: (248) 693-
Fax: (248) 693-88
Service@lophc.com
www.LOPHC.com

Section 8, Item D.

Bill to
Village of Lake Orion DDA
215 S Broadway
Lake Orion, MI 48362

Ship to
Village of Lake Orion DDA
215 S Broadway
Lake Orion, MI 48362

Phone Number: (248) 464-0307

Quote #: q19820

Sales Rep:

Job Name:

Quote Expiration Date: 9/27/2026

Item	Description	Quantity	Price	Amount
------	-------------	----------	-------	--------

Lake Orion Plumbing, Heating &
Cooling
40 Engelwood
Ste i
Lake Orion, MI 48359



Phone: (248) 693-
Fax: (248) 693-88
Service@lophc.com
www.LOPHC.com

Section 8, Item D.

Item	Description	Quantity	Price	Amount
Summary of Work	Service Call Notes Remove existing furnace and ductwork from building. Relocate HVAC system to center of basement along north wall. Install duct trunk across basement and install supply branches to new locations to condition main level, stairway and basement. Insulate supply branches that run through unconditioned crawlspace area. Install three floor return grills and ducted return air to furnace. Condenser will be located on East side of building. Furnace venting will be through North wall. Building currently has no gas supply. Two options for the HVAC system are provided one using natural gas/LP and second option will be for electric heat If gas service is brought to building either natural gas or LP, price includes installation of gas supply from meter/secondary regulator to furnace only. Additional gas outlets will be an additional cost. Electrical for furnace and AC condenser will need to be ran by electrical contractor of customers choice at an additional cost. LOPHC will provide all specs for electrical requirements for electrical contractor based on which option for the HVAC system is chosen. Price includes all labor, materials and associated permit fees for all HVAC related work for each option. Option 1- Navian NPF700 80k BTU 97% efficient furnace with Navian NAZ17v-36 19.5 SEER2 Heat pump system. \$42736.25 Option 2- Navian NASS36 Air handler and 15kw electric heat kit with Navian NAZ17v-36 19.5SEER2 heat pump system. \$44621.47 Both options are high efficiency variable capacity heat pump systems and the dual fuel system utilizes a high efficiency furnace.	1	\$0.00	\$0.00

Tax: \$0.00 Total: \$0.00 **Pending**

Lake Orion Plumbing, Heating &
Cooling
40 Engelwood
Ste i
Lake Orion, MI 48359



Phone: (248) 693-
Fax: (248) 693-88
Service@lophc.com
www.LOPHC.com

Section 8, Item D.

Authorization

I hereby authorize Lake Orion Plumbing, Heating & Cooling (LOPHC) to complete the proposed service, repair, or replacement. I agree to pay the invoiced amount upon completion. These repairs are based on a visual inspection and cannot guarantee that no additional problems will be found once repair begins. The price may change should other problems be found.

Acceptance

I accept the services performed by Lake Orion Plumbing, Heating & Cooling are to my satisfaction. The repairs performed by LOPHC are based on a visual inspection of the reported problem. LOPHC cannot guarantee that no additional problems will be discovered once repair is complete. LOPHC is not responsible for damages or leaks caused by existing conditions or existing source of damage.



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Budget Adjustment – Lumber Yard

Background

In 2024, the Lake Orion Downtown Development Authority, in partnership with the Village of Lake Orion, was awarded **\$595,823 through Oakland County's Placemaking and Public Spaces Program** for the Lumber Yard at Paint Creek project. The grant is supported with federal **American Rescue Plan Act (ARPA)** funds and was incorporated into an approved overall project development budget of **\$1,909,806**, including approximately \$1.314 million in identified local funding.

The grant was awarded to support the DDA's redevelopment of the historic Lumber Yard property into a permanent downtown public gathering and placemaking destination. The project includes the adaptive reuse of historic structures for an event and market venue, vendor and entrepreneurial spaces, trailhead amenities, public restrooms, pedestrian improvements, utilities and supporting infrastructure, public art, seating and other improvements intended to connect the Paint Creek Trail with Downtown Lake Orion and create a flexible community gathering space.

The grant agreement requires the DDA to document both County grant expenditures and the local investment supporting the project and to provide periodic status reports describing project progress, expenditures, challenges, upcoming work and photographic documentation. The grant performance period concludes **September 30, 2026**.

Staff has completed a comprehensive reconciliation of project expenditures and the required quarterly reporting. **Status Reports 1 through 8**, together with the associated expenditure schedules and project progress/photo documentation, provide the complete reporting record for the grant period.

As part of the final reconciliation, eligible project expenditures have been allocated between County grant funds and DDA/local project funds consistent with the approved project and grant requirements. The reconciliation accounts for the **entire \$595,823 Oakland County grant award**, resulting in a **\$0 remaining grant balance**. The final expenditure was accounted for prior to the September 30, 2026 performance deadline.

Board acceptance of the completed reporting and expenditure reconciliation will allow staff to submit the final grant documentation to Oakland County and complete any remaining administrative, financial or accounting actions required for formal grant closeout. Because County review may result in requests for minor classifications, supporting documentation, accounting entries or other administrative

corrections, authorization is also requested for the Executive Director to make any non-material adjustments necessary to reconcile the DDA's records with the final County-approved grant accounting, provided that such adjustments do not increase the grant award, create a new DDA financial obligation, or materially alter the Board-approved project budget.

Recommended Motion

Motion to accept and approve Oakland County Placemaking and Public Spaces Program Status Reports 1 through 8 and the accompanying expenditure reconciliation for the Lumber Yard at Paint Creek project; to acknowledge that the DDA has accounted for the full \$595,823 grant award through eligible project expenditures incurred within the grant performance period; and to authorize the Executive Director to submit all final reports, expenditure schedules, certifications, supporting documentation and other materials necessary to complete grant closeout with Oakland County.

Further, to authorize the Executive Director to make such administrative, accounting, funding-source allocation, classification and reconciliation entries as may be necessary or requested by Oakland County to document the proper use and final disposition of the grant funds and close the associated grant accounts, provided that such actions do not increase the grant award, materially increase the DDA's approved project budget, or create a new financial obligation requiring Board approval.

Lumber Yard at Paint Creek

OAKLAND COUNTY PLACEMAKING AND PUBLIC SPACES PROGRAM

STATUS REPORT NO. 1

Reporting Period: August 28, 2024 - December 31, 2024

Application Number	MSPM2406 - Lake Orion
County Grant Award	\$595,823.00
Approved Development Cost	\$1,909,806.00
County Expenditures This Period	\$15,595.00
Local / DDA Expenditures This Period	\$68,559.07
Total Project Expenditures This Period	\$84,154.07

Report Purpose

This Status Report documents project expenditures and implementation activity during the first reporting period under the Interlocal Agreement. The detailed expenditure schedule is provided as Attachment A and is organized using the Project Budget line items required by Oakland County.

Project Status Narrative

During the initial reporting period, the DDA advanced the Lumber Yard at Paint Creek from early site preparation into active project implementation. Work during this period concentrated on cleanup and site control, salvage and preservation activity, demolition and construction support, engineering and professional services, environmental due-care work, and preparation for the larger restoration and public-space improvements contemplated by the approved project.

Project expenditures reflect continued physical cleanup and stabilization of the site. Costs included roll-off dumpsters, equipment and truck rental, Lumber Yard supplies, contractor work, and salvage activity. The DDA also incurred engineering and field-service costs associated with planning and implementation, together with title and other professional services necessary to advance the site and its redevelopment.

Environmental conditions were addressed as part of the redevelopment process. The reporting period includes expenditures for a hazardous-material due-care plan, environmental engineering/planning, and hazardous-waste disposal. These activities allowed the DDA to continue cleanup and redevelopment while addressing site conditions in an organized manner consistent with the overall project plan.

Oakland County grant proceeds were used during this period for project salvage work and grant-related photographic documentation. The DDA simultaneously invested substantial local/bond funds in the project. For this reporting period, County-funded expenditures totaled \$15,595.00 and local/DDA expenditures totaled \$68,559.07, for total reported project expenditures of \$84,154.07.

Obstacles / Setbacks and Response

The principal implementation issues reflected in the expenditures for this period involved site cleanup, environmental due-care requirements, hazardous-material disposal, and the professional/engineering work necessary to prepare the property for subsequent restoration and public-space construction. The DDA addressed these matters directly through contracted services, disposal work, field and office engineering, and continued site preparation. No change to the overall public-space objective is reflected in the reporting-period records.

Next Steps

Following this initial reporting period, the project was positioned to continue demolition and debris removal, structural stabilization and restoration, engineering and site-plan development, and preparation of the historic structures and site for the trailhead, market/event, accessibility, utility, and other public-space improvements included in the approved project.

Expenditure Summary by Project Budget Line Item

Project Budget Line Item	Reported Amount
General Conditions	\$46,753.64
Site Improvements	\$1,922.00
Carpentry	\$461.53
Architectural & Engineering	\$14,635.90
Other Professional Fees	\$7,499.00
Other Environmental Mitigation	\$12,882.00
TOTAL	\$84,154.07

Attachment A - Detailed Expenditure Schedule

The accompanying Excel schedule identifies each expenditure by date, amount, approved Project Budget line item, purpose/description, paid invoice reference, and funding source.

Supporting Payment Documentation

Attach the applicable paid invoices, GL/payment-transfer records, or other payment documentation using the Paid Invoice Reference shown in Attachment A so the County can readily associate the supporting record with the reported expenditure. Representative reporting-period site photographs should also be included with the submission.

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 2

Reporting Period: January 1, 2025 - March 31, 2025

County Grant Expenditures	\$0.00
Local / DDA Expenditures	\$102,026.61
Total Project Expenditures	\$102,026.61
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the first quarter of 2025, the Lumber Yard remained in the initial clean-up, deconstruction and site-preparation phase, with substantial progress made in clearing the property and protecting the historic structures intended for adaptive reuse. The work continued the hazardous-material management, salvage and demolition effort begun in late 2024 and moved the site toward the design, engineering and construction phases of the public-space project.

January work included continued preservation and protection of salvageable structures and materials, security fencing, and construction services associated with the original Lumber Yard buildings. The contemporaneous January progress report documents asbestos removal and lawful disposal, disposal of approximately 900 containers of paint, stain and other waste products, salvage of historic siding and other reusable materials, and approved work to weather-protect and structurally stabilize the original office building. The Board also approved security fencing and additional deconstruction and preservation work as site conditions were identified.

By February, demolition and site clean-out were actively progressing after weather and hazardous-material disposal delayed the original start. The demolition contractor continued Phase 1 demolition and debris removal, while the DDA simultaneously issued a formal Request for Proposals for architectural services for the Main Barn, Supply Canopy and Coal Office. Site engineering, access, utilities, infrastructure, roofing and private-partner development were identified as the next major planning and implementation steps.

EXPENDITURES DURING THE REPORTING PERIOD

Project expenditures during the quarter totaled \$102,026.61, all of which were funded from DDA/local project resources during this reporting period. The expenditures principally supported demolition and debris removal, construction and preservation services, site security fencing, and incidental project costs. No County grant-account expenditures were recorded in the DDA's County grant expenditure worksheet during this quarter. The absence of a County-funded charge during the quarter does not reflect inactivity; rather, substantial local resources were being deployed to advance the same County-approved Lumber Yard project.

The largest expenditures were associated with the demolition and site-cleanout phase, including the Board-approved demolition contract and final initial debris-removal work. Other expenditures supported security fencing and preservation/construction services needed to stabilize and protect structures that were being retained for adaptive reuse. These activities are consistent with the approved Project Budget categories for demolition, site improvements and construction/structure work.

OBSTACLES, RESPONSE AND NEXT STEPS

Weather and the sequencing of hazardous-material disposal delayed the planned start of above-grade demolition. Once those conditions were addressed, demolition and debris removal proceeded. Site investigation also revealed previously filled areas associated with the historic rail/coal operation and remnants of earlier foundations, reinforcing the need to coordinate demolition, engineering and future site design as field conditions became known.

The next phase focused on completing demolition and site security, advancing site engineering and architectural services, developing access and utility plans, preparing for roofing and structural rehabilitation of retained buildings, and moving the project toward formal site-plan review and construction design.

PUBLIC AWARENESS AND DOCUMENTATION

The DDA continued documenting the Lumber Yard transformation through Board progress reports and project photographs. The January and February 2025 reports provide contemporaneous descriptions and photographic documentation of the clean-up, environmental work, demolition, salvage and site conditions. These materials, together with the expenditure schedule and payment records, support the work reported for this quarter.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 2

Attachment B - January 2025 Lumber Yard Progress Report / photographs

Attachment C - February 2025 Lumber Yard Progress Report / photographs

Attachment D - Supporting payment records maintained by the DDA

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 3

Reporting Period: April 1, 2025 - June 30, 2025

County Grant Expenditures	\$285,194.67
Local / DDA Expenditures	\$60,160.22
Total Project Expenditures	\$345,354.89
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the second quarter of 2025, the Lumber Yard moved decisively from the initial clean-up and deconstruction phase into structural repair, rehabilitation, reroofing and active site-plan development. By mid-April, the original demolition contract had been completed, obsolete concrete pads, footings and foundations had been removed, and the disturbed portions of the site had been regraded to provide safe working access and sediment/runoff protection.

The project then transitioned into repair of the historic structures that form the core of the public-space plan. The DDA advanced structural repairs to the Market Shed, Supply Shed, Main Barn and historic Coal Office. The Market Shed was strengthened and prepared as a multi-stall market/vendor pavilion; the Supply Shed began its transformation into the centerpiece of the Paint Creek Trail trailhead; and the Coal Office received roofing, window and structural work consistent with its 1917 character.

By June, repair and reconstruction work was being coordinated with building officials and inspections. A new metal roof had been installed on the Market Shed, footing repairs were underway at the Main Barn to support the future roof and structural system, replacement windows had been installed in the original office, and a new code-compliant roof had been completed there. The topographical survey was also completed and site-plan and engineering work had begun.

EXPENDITURES DURING THE REPORTING PERIOD

Total project expenditures for the quarter were \$345,354.89, consisting of \$285,194.67 in County grant-account expenditures and \$60,160.22 in DDA/local project expenditures. The County-funded expenditures were concentrated in structural and roof repair, Coal Office window and roofing work, construction draws, supplies and accumulated demolition/new-condition change orders. Local expenditures supplemented the same project with survey and engineering work, tree removal, fencing, construction materials, site facilities, additional structure work and other active-site costs.

This quarter represents the first substantial drawdown of County grant funds after the initial 2024 activity. The expenditures correspond directly with the physical work documented in the DDA's April, May and June progress reports: completion of demolition and grading, stabilization and rehabilitation of retained historic structures, roofing and window work, site security and the transition into engineering and site-plan development.

OBSTACLES, RESPONSE AND NEXT STEPS

Field conditions continued to require adjustments as the historic structures were opened and repaired. Footing and structural conditions at the Main Barn required additional review and repair, and the original office window package required correction before installation could be completed. Environmental conditions identified in the baseline assessment continued to be managed through the established soils-management process, while erosion and sediment controls were installed around disturbed areas.

The next phase was to continue Main Barn structural and roofing work, complete exterior rehabilitation of the retained buildings, advance the public-space plan, and move the completed topographical survey into formal site-plan and engineering development. The project was also preparing for the next phase of access, utilities, pedestrian improvements and final public-space amenities.

PUBLIC AWARENESS AND DOCUMENTATION

The DDA continued to maintain a public project archive and to report progress to its Board through illustrated monthly progress reports. The April, May and June 2025 reports provide contemporaneous descriptions and photographs of demolition completion, grading, fencing, building stabilization, roof and window work, footing repairs and the developing site plan. These reports provide the principal photographic and narrative support for the work summarized in this quarterly report.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 3

Attachment B - April 2025 Lumber Yard Progress Report / photographs

Attachment C - May and June 2025 Lumber Yard Progress Reports / photographs

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 4

Reporting Period: July 1, 2025 - September 30, 2025

County Grant Expenditures	\$170,413.62
Local / DDA Expenditures	\$147,770.33
Total Project Expenditures	\$318,183.95
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the third quarter of 2025, the Lumber Yard advanced from initial structural stabilization into visible reconstruction of the retained historic buildings and preparation for the permanent public-space improvements. The July progress report documented reconstruction and repair nearing completion on major portions of the retained structures, including extensive debris removal, roof and wall repairs, structural beam and bracing work, footing repairs and reuse of original materials.

Work continued through the quarter on the Main Barn, North Deck/Supply Shed trailhead area and historic office. By September, the original office roof was substantially complete, design work was advancing for its future tenant addition, and the North Deck work was moving through footing and zoning/code coordination. As-built documentation and design work were also being advanced to support the next construction and site-development phases.

EXPENDITURES DURING THE REPORTING PERIOD

Total project expenditures for the quarter were \$318,183.95, consisting of \$170,413.62 in County grant-account expenditures and \$147,770.33 in DDA/local project expenditures.

Quarter expenditures supported active construction, structural and roofing work, materials, engineering/design, site preparation and related project costs. The expenditure schedule preserves each transaction from the DDA's prepared historical project records as a separate actual expenditure.

OBSTACLES, RESPONSE AND NEXT STEPS

Rehabilitation of the century-old structures continued to expose footing, framing and structural conditions that required field adjustments and change-order work. The DDA addressed these conditions through targeted structural repairs, engineering/design review, footing support and continued coordination with building and zoning requirements.

Next steps included completion of remaining structural and exterior work, electrical and utility planning, advancement of as-built and site-plan documents, interior market design, pedestrian/ADA planning and continued preparation of the trailhead and event/market areas.

PUBLIC AWARENESS AND DOCUMENTATION

The DDA continued public documentation of the project through illustrated progress reports and its online Lumber Yard archive. The July and September 2025 reports provide contemporaneous photographs and

descriptions of the structural rehabilitation, roof and wall work, footing repairs, office improvements, trailhead work and design development summarized in this report.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 4

Attachment B - July 2025 Lumber Yard Progress Report / photographs

Attachment C - September 2025 Lumber Yard Progress Report / photographs

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 5

Reporting Period: October 1, 2025 - December 31, 2025

County Grant Expenditures	\$69,699.43
Local / DDA Expenditures	\$193,449.58
Total Project Expenditures	\$263,149.01
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the fourth quarter of 2025, work continued on the rehabilitation and adaptive reuse of the Lumber Yard's retained historic structures while the project moved deeper into site-development, access, utility and code-planning work. The November progress documentation shows the Supply Shed/trailhead structure substantially restored and framed, with pedestrian and access planning being integrated into the next phase.

At the Market/Event Barn, footing repairs, garage-door market access, floor preparation, pre-electrical work and as-built documentation were progressing. The North Deck area was nearing completion apart from electrical and painting work, with ADA access incorporated into the developing site plan. Site-development planning also addressed stormwater, grading, fire access, DTE service and hydrant/utility considerations.

EXPENDITURES DURING THE REPORTING PERIOD

Total project expenditures for the quarter were \$263,149.01, consisting of \$69,699.43 in County grant-account expenditures and \$193,449.58 in DDA/local project expenditures.

These expenditures supported the continuing building rehabilitation and the transition toward the permanent site infrastructure needed for the public market, event space and trailhead. The detailed schedule preserves the individual County and DDA/local transactions from the DDA's prepared historical project records.

OBSTACLES, RESPONSE AND NEXT STEPS

The principal project challenge remained coordinating rehabilitation of existing historic structures with the engineering, code, utility and access requirements for their new public uses. Rather than treating those items as separate projects, the DDA incorporated structural repairs, ADA access, fire access, utility planning, grading and stormwater considerations into the developing site plan and construction sequence.

Next steps were to complete remaining building work, advance electrical and utility service, finalize pedestrian and ADA connections, continue site-plan/PUD and engineering work, and prepare for the 2026 phase of permanent site improvements and public-space buildout.

PUBLIC AWARENESS AND DOCUMENTATION

The November 2025 progress reporting provides the principal contemporaneous photographic record for the quarter, showing the restored trailhead structure, Market/Event Barn work, North Deck improvements and the developing site/access plan. The DDA also continued to maintain the public Lumber Yard project archive.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 5

Attachment B - November 2025 Lumber Yard Progress Report / photographs

Attachment C - Supplemental November 2025 project/site-development exhibits and photographs

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 6

Reporting Period: January 1, 2026 - March 31, 2026

County Grant Expenditures	\$1,869.49
Local / DDA Expenditures	\$955.59
Total Project Expenditures	\$2,825.08
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the first quarter of 2026, the project moved from the 2025 stabilization and rehabilitation phase into final-plan development, utility coordination and the formal Planned Unit Development review process. The March 2026 progress report documents completion of the Traffic Impact Analysis, coordination with MDOT on access and traffic-flow issues, DTE work orders and on-site preliminary power planning, and renewed architectural work for floor plans and elevations.

On March 2, 2026, the Village Planning Commission recommended PUD eligibility for the project. The preliminary plan was not acted upon at that meeting, and Village Council took no action on March 9 because only four members were present. In response, the DDA continued to advance the technical information needed for a conventional final-plan submission rather than allowing the approval delay to stop project development.

The DDA also issued an electrical-contractor RFP for Phase 1 design-assist and service planning. A March 4 site walk drew three firms, and proposals were received in March. The scope focused on DTE coordination, service location, electrical distribution, feeder routing, panel strategy, phasing and the infrastructure necessary to serve the Event Barn, Market Shed, trailhead and public site.

EXPENDITURES DURING THE REPORTING PERIOD

Total project expenditures for the quarter were \$2,825.08, consisting of \$1,869.49 in County grant-account expenditures and \$955.59 in DDA/local expenditures.

Posted expenditures during the quarter were relatively limited and were primarily associated with maintaining the active project site and advancing basic project requirements, including permit/code costs, portable site facilities, water service and project credit-card expenditures. The comparatively low spending level is consistent with a quarter focused heavily on plan development, regulatory coordination and procurement for the next construction phase.

OBSTACLES, RESPONSE AND NEXT STEPS

The principal obstacle was the timing and structure of the Village approval process. Although PUD eligibility was recommended, the project did not receive preliminary-plan direction, increasing schedule pressure and requiring the DDA to prepare more complete floor plans, elevations and site documentation before receiving certainty on final approval.

The DDA responded by continuing traffic, MDOT, DTE, architectural and electrical-design work in parallel. Next steps were to secure electrical design-assist, develop the service plan with DTE, complete floor plans/elevations and continue the final PUD/site-plan submission process.

PUBLIC AWARENESS AND DOCUMENTATION

The March 17, 2026 progress report and its exhibits provide the principal contemporaneous documentation for the quarter. The report includes the PUD status, traffic and DTE coordination, electrical RFP materials, architectural/design proposals and supporting project-development exhibits.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 6

Attachment B - March 2026 Lumber Yard Progress Report and exhibits

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 7 - REVISED

Reporting Period: April 1, 2026 - June 30, 2026

County Grant Expenditures	\$52,959.77
Local / DDA Expenditures	\$59,905.88
Total Project Expenditures	\$112,865.65
County Grant Award	\$595,823.00

PROJECT STATUS AND PROGRESS

During the second quarter of 2026, the Lumber Yard entered a more intensive infrastructure and final-plan phase. The work reflected the design-assist path established in March: traffic and permitting work continued, electrical service planning moved forward, plumbing and underground work were undertaken, and site-plan, engineering and material expenditures increased substantially.

The electrical design-assist program was structured around coordination with DTE, load calculations, a preliminary one-line diagram, a campus distribution layout, feeder and trench routing, panel locations, service sizing and future-phase capacity. The project also incurred costs for lighting equipment, site plans, permits, fire doors, door installation, wall work and construction materials as the retained historic structures were prepared for their intended public uses.

Quarter activity also included continued debris management and roll-off service, reflecting the overlap between construction, code compliance and final site preparation while the DDA was advancing the permanent infrastructure.

EXPENDITURES DURING THE REPORTING PERIOD

Total project expenditures for the quarter were \$112,865.65, consisting of \$52,959.77 allocated to the County grant and \$59,905.88 allocated to DDA/local funding. All actual expenditures dated April 9, 2026 and June 4, 2026 are allocated to the County ARPA grant in this revised report.

The revised allocation assigns all April 9, 2026 and June 4, 2026 expenditures to the County grant. The April 9 expenditures include the soil erosion permit, traffic study, plumbing work and electrical service planning. The June 4 expenditures include project electrical work and the expenditure identified by Invoice 12627. The underlying transaction dates, amounts, purposes and payment references are unchanged; only the funding-source allocation has been revised.

Other County expenditures during the quarter include siding materials, the approved May change order and glass-related costs. Remaining DDA/local expenditures include underground work, planning and engineering fees, lighting equipment, site plans, dumpsters, fire doors, wall and door work, permit renewals and project construction materials.

The 2026 schedule uses posted AP activity from BS&A. Corresponding encumbrance and purchase-order entries are not counted a second time; the June lighting-equipment void and replacement invoice are shown so the accounting trail remains complete.

OBSTACLES, RESPONSE AND NEXT STEPS

The project continued to manage the practical effect of delayed final-plan approval while construction-season work and utility coordination needed to proceed. Rather than suspend all work, the DDA advanced items that were

necessary regardless of the final build sequence, including service planning, permits, structural/building preparation and site infrastructure.

Next steps were to complete and install the core electrical service, continue final engineering and PUD preparation, address remaining code-compliance work, and position the Event Barn, Market Shed and site infrastructure for the final public-space buildout.

PUBLIC AWARENESS AND DOCUMENTATION

The March 2026 progress package remains the primary design and procurement record leading into this quarter and includes the electrical design-assist scope and proposed April-June schedule. The BS&A expenditure record documents the actual posted costs incurred as that work moved forward.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 7 (Revised)

Attachment B - March 2026 Progress Report / electrical and architectural design exhibits

Attachment C - Triple R electrical service estimate and site distribution exhibit

LUMBER YARD AT PAINT CREEK

OAKLAND COUNTY PLACEMAKING & PUBLIC SPACES PROGRAM

STATUS REPORT NO. 8 – FINAL ARPA GRANT ACCOUNTING

Reporting Period: July 1, 2026 - September 4, 2026

County / ARPA Grant Expenditures	\$90.65
Local / DDA Expenditures	\$57,593.85
Total Project Expenditures	\$57,684.50
County Grant Award	\$595,823.00

Final ARPA accounting note: The expenditure detail available for this report runs through September 4, 2026. The \$90.65 County/ARPA allocation in this report completes accounting for the full \$595,823.00 grant award before the September 30, 2026 performance deadline. Remaining County/ARPA grant balance: \$0.00.

PROJECT STATUS AND PROGRESS

During the third quarter of 2026 through September 4, the project advanced from service planning into installation, final engineering and final-site-plan submission. Triple R Electric completed electrical service work and additional field changes while crews and equipment were mobilized on site. The DDA Board subsequently approved the bundled field-change work, recognizing that completing the work during mobilization reduced cost and avoided remobilization.

On August 7, 2026, the DDA submitted the final PUD Site/Engineering Plans to the Village and awaited scheduling for review. At the same time, the project continued to address code-compliance and site-cleanup work, engineering charges, interior Main Barn finishing and remaining infrastructure. The August Board packet states that the Main Barn interior was nearing completion before fire-suppression installation, center-floor repair/reconstruction and lighting.

Fire suppression also became an important life-safety component of the final buildout. The Fire Marshal strongly recommended suppression and alarm protection for the Main Barn's intended assembly/event use. The DDA issued an RFP, conducted a site walkthrough and obtained competitive proposals, while a water-flow test remained necessary to finalize the system.

EXPENDITURES DURING THE REPORTING PERIOD

Posted project expenditures through September 4 were \$57,684.50. Of that amount, \$90.65 is allocated to the County/ARPA grant and \$57,593.85 is allocated to DDA/local funds.

For final ARPA accounting, \$90.65 of an August 19, 2026 roll-off dumpster expenditure is allocated to the County/ARPA grant. All other Report 8 expenditures are allocated to DDA/local funds. Report 8 project costs include site cleanup and dumpsters, electrical work, code-compliance demolition/cleanup, PUD engineering, interior Main Barn painting, portable facilities and project communications.

The expenditure schedule includes only actual AP activity posted through September 4. Open encumbrances are excluded unless and until they become posted expenditures. Together with \$595,732.35 in County/ARPA expenditures accounted for through revised Status Report No. 7, the \$90.65 allocation in this report brings cumulative County/ARPA expenditures to exactly \$595,823.00—the full grant award.

GRANT EXPENDITURE COMPLETION: The Lake Orion DDA has accounted for and expended the entire \$595,823.00 Oakland County ARPA grant award on Lumber Yard at Paint Creek project expenditures incurred before the September 30, 2026 performance deadline. Remaining grant balance: \$0.00.

OBSTACLES, RESPONSE AND NEXT STEPS

The principal schedule issue remained final PUD/site-plan approval. By August, the final plans had been submitted, but the DDA was awaiting scheduling while the 2026 construction season and the County grant performance period were approaching their end. Fire-suppression design also required confirmation of available water flow along M-24.

The DDA continued work that could responsibly proceed in advance of final plan action: electrical infrastructure, site cleanup/code compliance, engineering, interior finishing and fire-suppression procurement. Remaining work for the balance of September was expected to focus on eligible posted expenditures, final approvals and the permanent public-space improvements that could be completed within the grant period.

PUBLIC AWARENESS AND DOCUMENTATION

The August 2026 Board materials provide detailed contemporaneous support for this period, including Board action on electrical field changes, the fire-suppression RFP, Main Barn interior painting, code-compliance cleanup and the August 7 final PUD/site-engineering submission. The Triple R electrical exhibit illustrates the service and panel distribution serving the Event Barn, Market Shed, public restrooms, stage/lot lighting and related site infrastructure.

ATTACHMENTS

Attachment A - Documentation of Expenditures, Status Report No. 8 - Final ARPA Grant Accounting (through 09/04/2026)

Attachment B - August 2026 DDA Board materials - Lumber Yard project excerpts

Attachment C - Fire Suppression and Triple R Electrical Field Change memoranda / electrical exhibit

Lumber Yard at Paint Creek - Status Report No. 3

Reporting Period: April 1, 2025 through June 30, 2025

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	04/08/2025	\$105.99	General Conditions	COMERICA BANK	11	Local / DDA Bond
2	04/08/2025	\$320.31	General Conditions	COMERICA BANK	11	Local / DDA Bond
3	04/09/2025	\$6,261.24	Doors/Windows/Glass	MATERIALS - WINDOWS LUMBERYARD	25-4465	County Grant
4	04/09/2025	\$9,790.00	Doors/Windows/Glass	LABOR & MATERIAL - WINDOWS, Coal Office	25-4466	County Grant
5	04/24/2025	\$100,000.00	General Conditions	1st Draw - GC structural / roof repair	SUMMARY AP 04/24/2025	County Grant
6	04/24/2025	\$6,600.00	Carpentry	Installation - Lumber Yard grant work	25-4510	County Grant
7	05/07/2025	\$154.93	General Conditions	Supplies and equipment	25-4563	County Grant
			Roofing/Metal/Siding/Insulation/Caulking			
8	05/08/2025	\$17,572.50	ing	Roofing / construction - Coal Office	25-4571	County Grant
9	05/08/2025	\$2,259.13	Survey	Survey work	SUMMARY AP 05/08/2025	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
10	05/08/2025	\$4,250.00	Tree removal	Tree removal	SUMMARY AP 05/08/2025	Local / DDA Bond
11	05/08/2025	\$2,485.73	General Conditions	Construction materials	COMERICA BANK	Local / DDA Bond
12	05/22/2025	\$100,000.00	General Conditions	2nd Draw - GC	25-4631	County Grant
			Structures (pergola, retaining walls, stage, bathrooms)			
13	05/22/2025	\$12,000.00	New conditions / construction change order	New conditions / construction change order	SUMMARY AP 05/22/2025	Local / DDA Bond
			Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)			
14	05/22/2025	\$280.00	Portable facilities - active construction site	Portable facilities - active construction site	SUMMARY AP 05/22/2025	Local / DDA Bond
15	05/27/2025	\$14,500.00	Architectural & Engineering	PEA Group site / engineering services	20-0164-PR3	Local / DDA Bond
16	06/02/2025	\$2,889.09	General Conditions	May project credit card expenditures	25-4659	Local / DDA Bond
			Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)			
17	06/05/2025	\$4,500.00	Site fencing	Site fencing	25-4703	Local / DDA Bond
18	06/05/2025	\$3,228.29	General Conditions	Project expenditures	COMERICA BANK	Local / DDA Bond
19	06/05/2025	\$4,500.00	General Conditions	Project construction / site expenditure	SUMMARY AP 06/05/2025	Local / DDA Bond
20	06/18/2025	\$280.00	General Conditions	Active-site portable facilities	25-4735	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
21	06/30/2025	\$44,816.00	Accumulated change orders - demolition / new conditions	Accumulated change orders - demolition / new conditions	25-4826	County Grant
22	06/30/2025	\$339.20	General Conditions	June credit card refund entry	25-4829	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
23	06/30/2025	\$315.63	PEA demolition-related posting	PEA demolition-related posting	25-4835	Local / DDA Bond
			Permits/Tap Fees/Bond/Cost			
24	06/30/2025	\$6.31	Certification	Project tax / fee posting	25-4840	Local / DDA Bond
25	06/30/2025	\$6,752.54	Doors/Windows/Glass	Windows and construction materials	25-4865	Local / DDA Bond
26	06/30/2025	\$1,148.00	General Conditions	Project reimbursements	25-4887	Local / DDA Bond
27	06/30/2025	\$339.20	General Conditions	May credit card accounting entry	25-4659	Local / DDA Bond
28	06/30/2025	-\$339.20	General Conditions	June 2025 Comerica accounting entry	JUNE 2025	Local / DDA Bond

Quarter Summary	Amount
County Grant Expenditures	\$285,194.67
Local / DDA Expenditures	\$60,160.22
Total Project Expenditures	\$345,354.89
Transaction Count	28

Lumber Yard at Paint Creek - Status Report No. 2

Reporting Period: January 1, 2025 through March 31, 2025

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	01/09/2025	\$159.99	General Conditions	December 2024 credit card - Lumber Yard project costs	25-4060	Local / DDA
2	01/09/2025	\$6,500.00	Site Improvements	Lumber Yard security fencing	25-4058	Local / DDA
3	01/22/2025	\$12,300.00	Structures	TBD Construction Services - Lumber Yard construction services	25-4095	Local / DDA
4	02/04/2025	\$50.62	General Conditions	Miscellaneous Lumber Yard reimbursement	25-4205	Local / DDA
5	02/06/2025	\$14,400.00	Structures	Construction / preservation work - approved project work	SUMMARY AP 02/06/2025	Local / DDA
6	03/06/2025	\$9,300.00	Demolition	Board-approved demolition contract expenditure	25-4312	Local / DDA
7	03/06/2025	\$40,000.00	Demolition	Board-approved demolition and site clean-out work	SUMMARY AP 03/06/2025	Local / DDA
8	03/20/2025	\$19,316.00	Demolition	Final initial debris removal / demolition expenditure	SUMMARY AP 03/20/2025	Local / DDA

Quarter Summary	Amount
County Grant Expenditures	\$0.00
Local / DDA Expenditures	\$102,026.61
Total Project Expenditures	\$102,026.61
Transaction Count	8

Lumber Yard at Paint Creek - Status Report No. 1

Reporting Period: August 28, 2024 through December 31, 2024

Oakland County Placemaking and Public Spaces Program | Application MSPM2406

No.	Date of Expenditure	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	08/29/2024	\$35.82	General Conditions	UHAUL CONTRACT NO 88706561 - RENTAL	24-3474	Local / DDA Bond
2	08/29/2024	\$574.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	ROLLOFF DUMPSTER INV 748392-007	24-3474	Local / DDA Bond
3	08/29/2024	\$21.18	General Conditions	GREAT LAKES ACE - LY SUPPLIES	24-3474	Local / DDA Bond
4	08/29/2024	\$114.44	General Conditions	GREAT LAKES ACE - LY SUPPLIES	24-3474	Local / DDA Bond
5	08/29/2024	\$100.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	ROLLOFF DUMPSTER INV 748392-0007	24-3474	Local / DDA Bond
6	09/04/2024	\$35.82	General Conditions	COMERICA BANK	JULY2024	Local / DDA Bond
7	09/04/2024	\$574.00	General Conditions	COMERICA BANK	JULY2024	Local / DDA Bond
8	09/04/2024	\$21.18	General Conditions	COMERICA BANK	JULY2024	Local / DDA Bond
9	09/04/2024	\$114.44	General Conditions	COMERICA BANK	JULY2024	Local / DDA Bond
10	09/04/2024	\$100.00	General Conditions	COMERICA BANK	JULY2024	Local / DDA Bond
11	09/12/2024	\$336.32	Carpentry	LUMBER YARD SUPPLIES	24-3525	Local / DDA Bond
12	09/12/2024	\$100.00	Carpentry	INV 748392-007 LUMBER YARD	24-3525	Local / DDA Bond
13	09/12/2024	\$25.21	Carpentry	UHAUL (TRUCK RENTAL) LUMBER YARD	24-3525	Local / DDA Bond
14	09/12/2024	\$150.00	General Conditions	TRUCK RENTAL DEPOSIT	24-3525	Local / DDA Bond
15	09/12/2024	\$122.44	General Conditions	PO: 24-3525, COMERICA BANK	24-3525	Local / DDA Bond
16	09/12/2024	\$336.32	General Conditions	COMERICA BANK	AUG2024	Local / DDA Bond
17	09/12/2024	\$100.00	General Conditions	COMERICA BANK	AUG2024	Local / DDA Bond
18	09/12/2024	\$25.21	General Conditions	COMERICA BANK	AUG2024	Local / DDA Bond
19	09/12/2024	-\$122.44	General Conditions	COMERICA BANK	AUG2024	Local / DDA Bond
20	09/12/2024	\$150.00	General Conditions	COMERICA BANK	AUG2024	Local / DDA Bond
21	09/25/2024	\$8,600.00	General Conditions	K&D PHILLIPS CONTRACTING LLC	187	Local / DDA Bond
22	10/03/2024	\$5,900.00	Architectural & Engineering	PEA GROUP FIELD	24-3616; inv 108702	Local / DDA Bond
23	10/03/2024	\$3,500.00	Architectural & Engineering	PEA GROUP OFFICE	inv 108702	Local / DDA Bond
24	10/10/2024	\$8,600.00	General Conditions	INV 188 - PHASE 2 - K&D PHILLIPS	24-3653	Local / DDA Bond
25	10/10/2024	\$8,200.00	General Conditions	INV 191 - PHASE 3 - K&D PHILLIPS	24-3653	Local / DDA Bond
26	10/24/2024	\$7,000.00	Other Professional Fees	VANGUARD TITLE CO	OCTOBER2024	Local / DDA Bond
27	11/07/2024	\$574.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	ROLL OFF DUMPSTER AND LED STRING LIGHTS	24-0140	Local / DDA Bond
28	11/07/2024	\$674.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	ROLL OFF DUMPSTER AND LED STRING LIGHTS	24-3775	Local / DDA Bond
29	11/07/2024	\$674.00	General Conditions	SUMMARY AP 11/07/2024	11	Local / DDA Bond
30	11/07/2024	\$603.57	General Conditions	COMERICA BANK	OCTOBER 2024	Local / DDA Bond
31	12/04/2024	\$499.00	Other Professional Fees	DDA TITLE WORK FROM VANGUARD TITLE	24-3890	Local / DDA Bond
32	12/04/2024	\$2,635.90	Architectural & Engineering	HAZARDOUS DUE CARE PLAN	24-3878	Local / DDA Bond
33	12/04/2024	\$12,882.00	Other Environmental Mitigation	WASTE DISPOSAL (HAZARDOUS)	24-3891	Local / DDA Bond
34	12/05/2024	\$15,000.00	General Conditions	SALVAGE CONTRACT / SUMMARY AP 12/05/2024	10	County Grant
35	12/16/2024	-\$0.03	General Conditions	NOVEMBER CREDIT CARD - DDA	24-0143	Local / DDA Bond

36	12/16/2024	\$26.36 General Conditions
37	12/16/2024	\$2,600.00 Architectural & Engineering
38	12/16/2024	\$2,650.00 General Conditions
39	12/17/2024	\$26.33 General Conditions
40	12/30/2024	\$595.00 General Conditions

NOVEMBER CREDIT CARD - DDA
 ENVIRONMENTAL ENGINEERING PLANNING
 SUMMARY AP 12/16/2024
 COMERICA BANK
 PHOTO DOCUMENTATION FOR GRANT

24-3950
 24-3944
 11
 DECEMBER 2024
 24-3986

Local / DDA Bond
 Local / DDA Bond
 Local / DDA Bond
 Local / DDA Bond
 County Grant

Financial Amount	
County	\$15,595.00
Local / I	\$68,559.07
Total Pr	\$84,154.07



Item

Reporting period
County-funded expenditures
Local/DDA expenditures
Total expenditures
Supporting payment records

Supporting narrative
Photographs
Classification standard
Source treatment

Status Report No. 1 - Submission Notes

Status / Note

08/28/2024 - 12/31/2024

\$15,595.00

\$68,559.07

\$84,154.07

Attach GL/payment records or paid invoices keyed to the Paid Invoice Reference column.

Initial project implementation: site cleanup, salvage, demolition/site preparation, engineering, title/professional work, environmental due care and hazardous waste disposal, plus grant photo
Attach representative site photographs from the reporting period.

reporting, not audit-level cost accounting.

Each line from the DDA-prepared reports is treated as a separate actual expenditure, per DDA



Lumber Yard at Paint Creek - Status Report No. 4

Reporting Period: July 1, 2025 through September 30, 2025

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	07/02/2025	\$339.20	General Conditions	JUNE CREDIT CARD REFUND	25-4819	Local / DDA Bond
2	07/02/2025	-\$339.20	General Conditions	JUNE CREDIT CARD REFUND	25-4819	Local / DDA Bond
3	07/02/2025	\$339.20	General Conditions	JUNE CREDIT CARD REFUND	25-4820	Local / DDA Bond
4	07/02/2025	-\$339.20	General Conditions	JUNE CREDIT CARD REFUND	25-4820	Local / DDA Bond
5	07/09/2025	\$11,806.64	General Conditions	CONSTRUCTION MATERIALS_SUMMARY AP 07/10/2025	25-4874	County Grant
6	07/09/2025	\$9,612.50	Roofing/Metal/Siding/Insulation/Caulking	ROOFING REPAIR_SUMMARY AP 07/10/2025	25-4873	County Grant
7	07/09/2025	-\$148.40	Installation of Public Art (Historic Signs)	SIGNS	25-4870	Local / DDA Bond
8	07/09/2025	\$148.40	Installation of Public Art (Historic Signs)	SIGNS	25-4870	Local / DDA Bond
9	07/09/2025	\$13,815.63	Survey	SUMMARY AP 07/10/2025 TOPOGRAPHICAL SURVEY	25-4871	Local / DDA Bond
10	07/18/2025	\$218.75	Permits/Tap Fees/Bond/Cost Certification	SOIL EROSION INV 00230-2025-CO	25-4922	Local / DDA Bond
11	07/18/2025	\$125.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	PORTABLES	25-4924	Local / DDA Bond
12	07/23/2025	\$13,815.59	Demolition (Include Lead & Asbestos Abatement)	DEMO - STRUCTURE REPAIR, previously unknown cond	25-4949	County Grant
13	07/23/2025	\$32,500.00	Demolition (Include Lead & Asbestos Abatement)	DEMO - STRUCTURE REPAIR	25-4949	Local / DDA Bond
14	07/23/2025	\$4,850.08	Carpentry	PAIBT LUMBER YARD RENOVATION	25-4950	Local / DDA Bond
15	07/23/2025	\$22,824.00	Architectural & Engineering	DESIGN SPECIFICATIONS PKG	25-4948	Local / DDA Bond
16	08/06/2025	\$1,402.24	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Dumpsters_Site containers (credit card)	25-5017	County Grant
17	08/06/2025	\$1,286.82	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Dumpsters,Materials, Equipment(CC)	25-5017	County Grant
18	08/06/2025	\$3,401.25	General Conditions	MATT CC	25-5017	Local / DDA Bond
19	08/06/2025	\$3,392.35	General Conditions	Comerica	25-5017	Local / DDA Bond
20	08/07/2025	\$100,000.00	Structures (pergola, retaining walls, stage, bathrooms)	3rd Draw- GC _ Structural Restoration	25-5023	County Grant
21	08/07/2025	\$125.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	PORTABLES	25-5021	Local / DDA Bond
22	08/21/2025	\$20,485.00	Roofing/Metal/Siding/Insulation/Caulking	SIDING INSTALLATION_Coal Office	25-5061	County Grant
23	09/03/2025	\$38.03	Painting/Decorating	REIMB Hardware_Paint	25-5101	County Grant
24	09/03/2025	\$52.95	General Conditions	Supplies_cleaning equip	25-5099	County Grant
25	09/03/2025	\$59.89	General Conditions	REIMB MATT GIBB	25-5101	Local / DDA Bond
26	09/03/2025	\$1,511.39	General Conditions	Equioment/Materials	25-5099	Local / DDA Bond
27	09/04/2025	\$125.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	PORTABLES	25-5117	Local / DDA Bond
28	09/15/2025	\$24,500.00	General Conditions	PROPOSAL (HOLD CHECK FOR PICKUP PLE	25-5140	Local / DDA Bond

29	09/17/2025	\$11,913.85	Demolition (Include Lead & Asbestos Abatement)	VARIOUS DEMO, REPAIR CHANGE ORDER(S)_SUMMARY AP 09/18/2025	25-5174	County Grant
30	09/17/2025	\$120.15	General Conditions	EQUIPMENT	25-5169	Local / DDA Bond
31	09/17/2025	\$750.00	Other Environmental Mitigation	INVASIVE SPECIES CONTROL	25-5173	Local / DDA Bond
32	09/17/2025	\$36,196.84	Demolition (Include Lead & Asbestos Abatement)	VARIOUS DEMO, REPAIR CHANGE ORDER(S)	25-5174	Local / DDA Bond
33	09/24/2025	\$3,255.00	Accessory Buildings/Garages	SHIPPING CONTAINERS FOR STORAGE ON	25-5188	Local / DDA Bond

Quarter Summary	Amount
County Grant Expenditures	\$170,413.62
Local / DDA Expenditures	\$147,770.33
Total Project Expenditures	\$318,183.95
Transaction Count	33

Lumber Yard at Paint Creek - Status Report No. 6

Reporting Period: January 1, 2026 through March 31, 2026

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	01/08/2026	\$225.00	Permits/Tap Fees/Bond/Cost Certification	Project permit / code-related expenditure (GL description: 000230-2025-CO)	SUMMARY AP 01/08/2026	Local / DDA Bond
2	01/08/2026	\$100.00	General Conditions	January project credit-card expenditure	COMERICA BANK	Local / DDA Bond
3	01/22/2026	\$150.00	General Conditions	Portable restroom / active-site facility	SUMMARY AP 01/22/2026	Local / DDA Bond
4	02/05/2026	\$125.00	General Conditions	Portable restroom / active-site facility	SUMMARY AP 02/05/2026	Local / DDA Bond
5	02/05/2026	\$346.08	Site Utilities	Lumber Yard water utility expenditure	SUMMARY AP 02/05/2026	Local / DDA Bond
6	02/12/2026	\$9.51	General Conditions	January 2026 project credit-card expenditure	JAN2026-DDAGIBB	Local / DDA Bond
7	02/12/2026	\$297.08	General Conditions	January 2026 Lumber Yard grant credit-card expenditure	JAN2026-DDAGIBB	County Grant
8	02/12/2026	\$44.99	General Conditions	January 2026 Lumber Yard grant credit-card expenditure	JAN2026-DDAGIBB	County Grant
9	02/12/2026	\$33.64	General Conditions	January 2026 Lumber Yard grant credit-card expenditure	JAN2026-DDAGIBB	County Grant
10	02/12/2026	\$618.20	General Conditions	January 2026 Lumber Yard grant development/program expenditure	JAN2026-DDAGIBB	County Grant
11	02/12/2026	\$875.58	General Conditions	January 2026 Lumber Yard grant development/program expenditure	JAN2026-DDAGIBB	County Grant

Quarter Summary	Amount
County Grant Expenditures	\$1,869.49
Local / DDA Expenditures	\$955.59
Total Project Expenditures	\$2,825.08
Transaction Count	11

Prepared from 2026 BS&A GL Activity Reports using actual AP activity only. ENC/PO entries are not separately counted; AP voids/reversals are retained. Budget line-item classifications are reporting mappings based on the GL descriptions.

Lumber Yard at Paint Creek - Status Report No. 5

Reporting Period: October 1, 2025 through December 31, 2025

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	10/02/2025	\$125.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	PORTABLES	25-5231	Local / DDA Bond
2	10/06/2025	\$18,897.83	Structures (pergola, retaining walls, stage, bathrooms)	CHANGE ORDER: Materials, unknown conditions_ SUMMARY AP 10/09/2025	25-5249	County Grant
3	10/06/2025	\$218.75	Permits/Tap Fees/Bond/Cost Certification	PERMIT NO. 000230-2025-CO	25-5248	Local / DDA Bond
4	10/07/2025	\$879.19	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Dumpsters_ Site containers (credit card)	25-5273	County Grant
5	10/07/2025	\$70.00	General Conditions	Supplies (CC)	25-5273	County Grant
6	10/07/2025	\$3,386.28	General Conditions	MATT CC SEPTEMBER	25-5273	Local / DDA Bond
7	10/09/2025	\$2,000.00	Roofing/Metal/Siding/Insulation/Caulking	ROOFING TO COVER WEST BAY_ SUMMARY AP 10/09/2025	25-5275	County Grant
8	10/09/2025	\$292.88	Site Utilities	WATER BILL 215 S BROADWAY	25-5277	Local / DDA Bond
9	10/29/2025	\$120.15	General Conditions	INV 167664	25-5347	Local / DDA Bond
10	10/30/2025	\$125.00	General Conditions	Comerica	25-5356	Local / DDA Bond
11	11/05/2025	\$1,791.88	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Dumpsters_ Site Supply_ PortaJohn (credit card)	25-5384	County Grant
12	11/05/2025	\$1,368.00	General Conditions	CC NOV	25-5384	Local / DDA Bond
13	11/06/2025	\$6,775.12	Doors/Windows/Glass	Menards: Doors, Parts	25-5384	County Grant
14	11/10/2025	\$2,148.00	Doors/Windows/Glass	LUMBERYARD WINDOW MATERIALS_ SUMMARY AP 11/10/2025	25-5399	County Grant
15	11/10/2025	\$2,900.00	Roofing/Metal/Siding/Insulation/Caulking	LUMBERYARD GUTTER MATERIALS_ SUMMARY AP 11/10/2025	25-5400	County Grant
16	11/17/2025	\$4,500.00	General Conditions	INV 25-0193	25-5408	Local / DDA Bond
17	11/20/2025	\$3,000.00	Carpentry	PURCHASE OF SALVAGE LUMBER_ SUMMARY AP 11/20/2025	25-5454	County Grant
18	11/20/2025	\$27,807.95	Structures (pergola, retaining walls, stage, bathrooms)	FINAL - PHASE 1 RESTORATION_ SUMMARY AP 11/20/2025	25-5451	County Grant
19	11/20/2025	\$11,691.98	Structures (pergola, retaining walls, stage, bathrooms)	FINAL - PHASE 1 RESTORATION	25-5451	Local / DDA Bond
20	11/20/2025	\$36,260.00	Building Concrete/Masonry	BOARD APPROVED - CONCRETE (LY)	25-5448	Local / DDA Bond
21	11/20/2025	\$135,236.54	Structures (pergola, retaining walls, stage, bathrooms)	FINAL - PHASE 1 RESTORATION	25-5451	Local / DDA Bond
22	12/03/2025	\$125.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	PORTABLES	25-5506	Local / DDA Bond
23	12/04/2025	\$3,429.46	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Dumpsters_ Site Supplies_ Paint (credit card)	10	County Grant

Quarter Summary	Amount
County Grant Expenditures	\$69,699.43
Local / DDA Expenditures	\$193,449.58
Total Project Expenditures	\$263,149.01
Transaction Count	23

Lumber Yard at Paint Creek - Status Report No. 7

Reporting Period: April 1, 2026 through June 30, 2026

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
			Permits/Tap Fees/Bond/Cost			
1	04/09/2026	\$225.00	Certification	Soil erosion permit	SUMMARY AP 04/09/2026	County Grant
2	04/09/2026	\$3,078.77	Architectural & Engineering	Traffic study - Lumber Yard	SUMMARY AP 04/09/2026	County Grant
3	04/09/2026	\$11,500.00	Plumbing/Electrical/Fire	Plumbing - Lumber Yard	SUMMARY AP 04/09/2026	County Grant
4	04/09/2026	\$12,500.00	Additional Site Electrical	Electrical service planning	SUMMARY AP 04/09/2026	County Grant
			Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)			
5	05/07/2026	\$1,400.00	Lighting equipment - poles / globes	Lighting equipment - poles / globes	SUMMARY AP 05/07/2026	Local / DDA Bond
6	05/07/2026	\$5,292.40	Site Utilities	Change order P26-DDA-C01 - underground work	SUMMARY AP 05/07/2026	Local / DDA Bond
7	05/07/2026	\$750.00	Architectural & Engineering	Engineer fees	SUMMARY AP 05/07/2026	Local / DDA Bond
8	05/07/2026	\$750.00	Other Professional Fees	Attorney services	SUMMARY AP 05/07/2026	Local / DDA Bond
9	05/07/2026	\$850.00	Other Professional Fees	Planning fees	SUMMARY AP 05/07/2026	Local / DDA Bond
			Roofing/Metal/Siding/Insulation/Caulking			
10	05/07/2026	\$2,250.00	ng	Materials - siding	SUMMARY AP 05/07/2026	County Grant
11	05/20/2026	\$90.71	General Conditions	Project planning software	SUMMARY AP 05/20/2026	Local / DDA Bond
12	05/20/2026	\$26.39	Architectural & Engineering	Restroom floor-plan set	SUMMARY AP 05/20/2026	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
13	05/20/2026	\$624.00	Roll-off dumpster - Lumber Yard	Roll-off dumpster - Lumber Yard	SUMMARY AP 05/20/2026	Local / DDA Bond
			Project expenditure - Invoice 119827 (description preserved from GL)			
14	05/21/2026	\$33,280.75	General Conditions	Project expenditure - Invoice 119827 (description preserved from GL)	SUMMARY AP 05/21/2026	Local / DDA Bond
15	05/21/2026	\$18,698.00	General Conditions	Approved change order dated 5/19/26	SUMMARY AP 05/21/2026	County Grant
16	05/21/2026	\$983.00	Doors/Windows/Glass	Glass reimbursement / related change-order amount	SUMMARY AP 05/21/2026	County Grant
17	06/04/2026	\$2,975.00	Additional Site Electrical	Invoice P26-RRR-56B - project electrical work	SUMMARY AP 06/04/2026	County Grant
18	06/04/2026	\$750.00	General Conditions	Invoice 12627 - project expenditure	SUMMARY AP 06/04/2026	County Grant
19	06/15/2026	\$304.26	Architectural & Engineering	UPS - site plans	COMERICA BANK	Local / DDA Bond
20	06/15/2026	\$1,182.96	Doors/Windows/Glass	Fire doors - Lumber Yard	COMERICA BANK	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
21	06/15/2026	\$100.00	Roll-off dumpster extension	Roll-off dumpster extension	COMERICA BANK	Local / DDA Bond
			Permits/Tap Fees/Bond/Cost			
22	06/15/2026	\$124.36	Certification	Orion Township building permit renewal	COMERICA BANK	Local / DDA Bond
23	06/15/2026	\$21.41	General Conditions	Menards material samples	COMERICA BANK	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
24	06/15/2026	\$100.00	Roll-off dumpster extension	Roll-off dumpster extension	COMERICA BANK	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
25	06/15/2026	\$624.00	Roll-off dumpster return / rental	Roll-off dumpster return / rental	COMERICA BANK	Local / DDA Bond
			Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)			
26	06/17/2026	-\$1,400.00	Void - lighting equipment transaction	Void - lighting equipment transaction	PORT 818, LLC	Local / DDA Bond
			Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)			
27	06/17/2026	\$1,400.00	Replacement invoice - lighting equipment transaction	Replacement invoice - lighting equipment transaction	PORT 818, LLC2	Local / DDA Bond
28	06/18/2026	\$5,736.95	Carpentry	Modified change order - west wall 26-08	SUMMARY AP 06/18/2026	Local / DDA Bond
29	06/18/2026	\$1,200.00	Doors/Windows/Glass	Door installation	SUMMARY AP 06/18/2026	Local / DDA Bond
			Permits/Tap Fees/Bond/Cost			
30	06/30/2026	\$450.00	Certification	Permit 000230-2025-CO / soil erosion permit	SUMMARY AP 06/30/2026	Local / DDA Bond
31	06/30/2026	\$6,697.69	General Conditions	Menards - project materials	SUMMARY AP 06/30/2026	Local / DDA Bond
			Demolition (Include Lead & Asbestos Abatement)			
32	06/30/2026	\$100.00	Roll-off dumpster extension fee	Roll-off dumpster extension fee	SUMMARY AP 06/30/2026	Local / DDA Bond

33	06/30/2026	\$100.00	Demolition (Include Lead & Asbestos Abatement)	Roll-off dumpster extension fee	SUMMARY AP 06/30/2026	Local / DDA Bond
34	06/30/2026	\$100.00	Demolition (Include Lead & Asbestos Abatement)	Roll-off dumpster extension fee	SUMMARY AP 06/30/2026	Local / DDA Bond

Quarter Summary	Amount
County Grant Expenditures	\$52,959.77
Local / DDA Expenditures	\$59,905.88
Total Project Expenditures	\$112,865.65
Transaction Count	34

Final allocation: all expenditures dated 04/09/2026 and 06/04/2026 are allocated to the Oakland County ARPA grant. Transaction dates, amounts, purposes and invoice references are unchanged.

Lumber Yard at Paint Creek - Status Report No. 8 - Final ARPA Grant Accounting

Reporting Period: July 1, 2026 through September 4, 2026 | Grant performance deadline: September 30, 2026

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference	Funding Source
1	07/23/2026	\$15,875.00	Additional Site Electrical	Triple R Electric - electrical service installation	SUMMARY AP 07/23/2026	Local / DDA Bond
2	08/06/2026	\$5,120.00	General Conditions	Board-approved project estimate #6222 V	SUMMARY AP 08/06/2026	Local / DDA Bond
3	08/19/2026	\$250.00	General Conditions	Lumber Yard portable restroom invoices	SUMMARY AP 08/19/2026	Local / DDA Bond
4	08/19/2026	\$58.00	General Conditions	Lumber Yard portable restroom invoice	SUMMARY AP 08/19/2026	Local / DDA Bond
5	08/19/2026	\$90.65	Demolition (Include Lead & Asbestos Abatement)	Roll-off - 7/7/26 - ARPA grant portion	SUMMARY AP 08/19/2026	County Grant
6	08/19/2026	\$9.35	Demolition (Include Lead & Asbestos Abatement)	Roll-off - 7/7/26 - DDA/local portion	SUMMARY AP 08/19/2026	Local / DDA Bond
7	08/19/2026	\$100.00	Demolition (Include Lead & Asbestos Abatement)	Roll-off - 7/1/26	SUMMARY AP 08/19/2026	Local / DDA Bond
8	08/19/2026	\$920.00	Site Improvements (walks, drives, landscaping, fencing, lights, and drainage)	Timber Beast - brush clean-up	SUMMARY AP 08/19/2026	Local / DDA Bond
9	08/19/2026	\$875.00	Demolition (Include Lead & Asbestos Abatement)	Roll-off cement dumpster	SUMMARY AP 08/19/2026	Local / DDA Bond
10	08/19/2026	\$624.00	Demolition (Include Lead & Asbestos Abatement)	Roll-off general dumpster	SUMMARY AP 08/19/2026	Local / DDA Bond
11	08/20/2026	\$900.00	General Conditions	Lumber Yard website development / public project information	SUMMARY AP 08/20/2026	Local / DDA Bond
12	08/20/2026	\$500.00	General Conditions	Lumber Yard marketing / project communication	SUMMARY AP 08/20/2026	Local / DDA Bond
13	08/20/2026	\$8,050.00	Demolition (Include Lead & Asbestos Abatement)	Code compliance - demolition / cleanup	SUMMARY AP 08/20/2026	Local / DDA Bond
14	08/20/2026	\$12,422.50	Architectural & Engineering	Engineering - Lumber Yard PUD, invoices 120374 & 121889	SUMMARY AP 08/20/2026	Local / DDA Bond
15	46254	11890	Painting	Lumber Yard interior painting, invoice 6308	SUMMARY AP 08/20/2026	Local / DDA Bond

Quarter Summary	Amount
County / ARPA Grant Expenditures	\$90.65
Local / DDA Expenditures	\$57,593.85
Total Project Expenditures	\$57,684.50
Transaction / Allocation Li	15

County/ARPA expenditures equal the full \$595,823.00 grant award. Remaining County/ARPA grant balance: \$0.00. All other Status Report No. 8 expenditures are allocated to DDA/local funds.



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC PUD Development Agreement – Lumber Yard

Requested action

It is recommend that the Board adopt the Director’s draft Planned Unit Development (PUD) Agreement for the Lumber Yard at Paint Creek, authorize the Director to incorporate all edits and revisions recommended directly by the Village Attorney, and authorize execution of the resulting agreement on behalf of the DDA following Village approval. The draft agreement is included with the agenda materials for the Board’s review.

Purpose and principal terms

The agreement establishes the land-use framework for redevelopment of the approximately 4.19-acre property at 215 South Broadway Street. It incorporates the approved PEA Group final site plans and permits an integrated mix of adaptive reuse, commercial space, public gathering and event areas, market activity, trail amenities, parking, utilities, landscaping and future buildings. Its central purpose is to preserve the approved development concept while allowing construction and operation to proceed in practical phases as funding, tenants and final designs are available.

The draft treats the site as one coordinated campus. Parking, circulation, utilities, stormwater facilities, pedestrian connections and other shared improvements may serve multiple buildings and future parcels. It also permits separate development parcels, leases or transfers, including to a DDA-affiliated nonprofit, while keeping the applicable rights and responsibilities tied to the property. Future building locations and uses are established at the PUD level without requiring every future building to be constructed now.

The agreement distinguishes site and land-use approval from construction approvals. Building-specific engineering, fire suppression, emergency access, accessibility and life-safety details are reviewed under applicable law when each phase or building seeks permits or occupancy. It authorizes ordinary markets, events and programming as part of the development, while preserving independently required licenses and permits, including those for alcohol, food service and regulated temporary structures. Routine adjustments may be handled administratively; a change that materially alters the overall development concept requires a formal PUD amendment.

The draft also addresses infrastructure phasing, interim site conditions, ownership transfers, shared-facility obligations, notice and cure of defaults, and recording so that the agreement gives notice to future owners. Adoption by the DDA Board would establish the DDA's position on the attached draft; the agreement becomes effective only upon approval and execution by both parties.

RECOMMENDED MOTION

I move that the Lake Orion Downtown Development Authority Board adopt the draft Planned Unit Development Agreement for the Lumber Yard at Paint Creek, as prepared by the Executive Director and included in the Board agenda packet; authorize the Executive Director to complete and incorporate all necessary edits and revisions recommended directly by the Village Attorney; and authorize the Executive Director to execute and deliver the final agreement on behalf of the Authority following Village approval, together with any related exhibits and documents reasonably necessary to implement and record the agreement.

PLANNED UNIT DEVELOPMENT AGREEMENT
LUMBER YARD AT PAINT CREEK

215 South Broadway Street, Village of Lake Orion, Michigan

This Planned Unit Development Agreement (“Agreement”) is entered into by and between the **Village of Lake Orion**, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362 (“Village”), and the **Lake Orion Downtown Development Authority**, a Michigan downtown development authority organized and existing pursuant to Michigan law, whose address is 118 North Broadway Street, Lake Orion, Michigan 48362 (“Developer” or “DDA”).

The Village and Developer may individually be referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. Developer owns, controls, or is authorized to develop certain real property commonly known as 215 South Broadway Street, Lake Orion, Michigan, consisting of approximately 4.19 acres, as more particularly described in Exhibit A attached hereto (the “Property”).
- B. The Property is the site of the historic Lake Orion lumber company and contains existing buildings and improvements associated with the former lumber-yard use.
- C. Developer proposes to redevelop and reactivate the Property as the **Lumber Yard at Paint Creek**, a mixed-use development incorporating the adaptive reuse of existing structures, new commercial and mixed-use buildings, public gathering and event spaces, market and concession activities, trail-related amenities, public restrooms, parking, pedestrian improvements, landscaping, utilities and related improvements (collectively, the “Development”).
- D. The Development is intended to preserve and interpret the historic character of the Property while establishing a unique community destination connecting downtown Lake Orion with Paint Creek and the surrounding trail and recreational network.
- E. The Development is designed to accommodate a combination of public, commercial, recreational, community and event-oriented uses within an integrated site rather than as a collection of unrelated individual parcels or buildings.
- F. The Parties acknowledge that the Development is anticipated to occur in phases over time, and that certain buildings and improvements depicted on the Approved Plans represent future development opportunities that may be constructed as funding, market conditions, public needs and other circumstances permit.
- G. The Developer submitted final site plans prepared by PEA Group, PEA Job No. 20-0164, originally issued March 31, 2026 and bearing a Final Site Plan Approval revision date of July 28, 2026, together with related landscape, architectural and supporting materials (collectively, the “Approved Plans”).

H. The Approved Plans establish the overall development concept, site configuration, permitted improvements and principal development parameters for the Property, while recognizing that final construction details and certain building-specific requirements will be determined through subsequent engineering, building-permit and other applicable governmental review processes.

I. The Village has determined that the Development, subject to the terms and conditions of this Agreement, represents an appropriate planned development of the Property and advances the Village's objectives for economic development, downtown revitalization, recreation, historic preservation, public gathering space, pedestrian connectivity and community vitality.

J. The Parties desire to memorialize the conditions governing development and use of the Property and to establish a reasonable process through which the Development may be constructed, occupied, modified and completed in phases.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

SECTION 1
PROPERTY, PARTIES AND PURPOSE

1.1 Property.

This Agreement applies to the real property commonly known as 215 South Broadway Street, Lake Orion, Michigan, consisting of approximately 4.19 acres (182,516 square feet) and legally described in Exhibit A.

The Property is presently zoned MU – Mixed Use District and shall be developed and used in accordance with the PUD approval, this Agreement and the Approved Plans, subject to the flexibility and modification provisions expressly provided herein.

1.2 Developer.

The Lake Orion Downtown Development Authority is the owner, applicant and developer of the Development for purposes of this Agreement.

References to “Developer” shall include the DDA and, where applicable, its successors, assigns, lessees, tenants, licensees, operators and other parties acquiring an interest in all or any portion of the Property, subject to the provisions of this Agreement governing transfers and continuing obligations.

1.3 Development Name.

The Development shall be known as the “**Lumber Yard at Paint Creek**” or such substantially similar name as may subsequently be adopted by Developer.

A change in the marketing, branding or operating name of the Development shall not constitute an amendment to the PUD or this Agreement.

1.4 Purpose of Development.

The purpose of the Development is to create an integrated mixed-use and community-oriented destination incorporating adaptive reuse, commercial activity, recreation, public gathering spaces, events, market activities, pedestrian and trail connectivity and complementary uses within a coordinated development.

The Development is specifically intended to permit the Property to function as an integrated campus in which individual buildings, outdoor areas, parking facilities, pedestrian areas and public spaces may support and serve multiple uses throughout the Property.

1.5 Intent of Agreement.

This Agreement is intended to:

- a. establish the approved overall development concept and development parameters for the Property;
- b. identify the uses, buildings, site improvements and public amenities authorized as part of the Development;
- c. memorialize approved PUD development standards and deviations from otherwise applicable conventional zoning standards;
- d. permit the Development to proceed in reasonable phases;
- e. distinguish land-use and site-plan approvals from building-specific construction, fire, life-safety and other code approvals;
- f. provide reasonable administrative flexibility for modifications that do not materially alter the approved character or function of the Development; and
- g. establish the rights and obligations of the Village, Developer and future parties having an interest in the Property.

1.6 Integrated Planned Development.

The Property and all improvements located or constructed thereon are approved under this Agreement as a single, integrated planned development notwithstanding the existence or future creation of separate parcels, lots, condominium units, development parcels, pad sites, leasehold interests or other separate ownership or possessory interests within the Property.

The buildings, uses, parking facilities, drives, access points, pedestrian facilities, utilities, stormwater facilities, landscaping, open spaces, public spaces, event areas, trail connections and other improvements within the Development may serve, support and benefit the Development collectively and shall not be required to serve or relate exclusively to the particular parcel or portion of the Property upon which they are physically located.

Accordingly, unless expressly required by this Agreement or by applicable state or federal law, compliance with requirements relating to parking, access, vehicular circulation, emergency access, loading, pedestrian circulation, landscaping, open space, stormwater management, utilities and similar site-development standards may be demonstrated and maintained on a Development-wide basis rather than separately for each building, tenant, use, parcel or ownership interest.

Developer may, subject to the provisions of this Agreement, divide, condominiumize, ground lease, sell, convey, transfer or otherwise establish separate ownership or possessory interests in portions of the Property. The subsequent division, condominiumization, ground leasing, sale, conveyance, transfer or separate ownership of any portion of the Property shall not alter the treatment of the Property as an integrated planned development for purposes of this Agreement and shall not, by itself, require amendment, reconsideration or reapproval of the PUD.

No Development Parcel or other separately owned portion of the Property shall be required to independently satisfy otherwise applicable requirements concerning minimum lot area, lot width, building setbacks, parking, loading, access, landscaping, open space or similar site-development standards where the applicable requirement is satisfied by the Development as a whole in accordance with this Agreement and the Approved Plans.

Developer and subsequent owners may establish reciprocal easements, shared-access agreements, parking agreements, utility easements, stormwater agreements, maintenance agreements, declarations, condominium documents or other instruments reasonably necessary or appropriate to preserve the integrated operation of the Development. Such instruments may allocate among owners the use, maintenance, repair, replacement and cost of shared facilities without requiring amendment of the PUD.

The creation or transfer of separate ownership interests shall not eliminate, reduce or relocate any material Development-wide function required by the Approved Plans unless an equivalent arrangement is provided elsewhere within the Development or the change is otherwise authorized pursuant to the administrative-modification provisions of this Agreement.

Each separately owned or controlled portion of the Property shall remain subject to the provisions of this Agreement applicable to that portion of the Property, and the rights and benefits established by this Agreement, including the right to participate in and utilize shared Development facilities, shall run with the applicable portions of the Property as provided herein.

Nothing in this Section shall prohibit Developer or a subsequent owner from obtaining a separate tax parcel identification number, legal description, address, utility service, building permit, certificate of occupancy, financing or other separate governmental or private identification for an individual Development Parcel or building. The existence of any such separate identification shall not affect the status of the Property as an integrated planned development under this Agreement.

1.7 Affiliated Development Entity.

Developer may form, organize, sponsor or control one or more nonprofit corporations or other nonprofit entities for the purpose of owning, developing, financing, constructing, operating, maintaining or managing all or any portion of the Development (an “Affiliated Development Entity”).

Developer may assign, convey, delegate or otherwise transfer to an Affiliated Development Entity all or any portion of Developer's rights, interests, development rights, ownership interests and responsibilities arising under this Agreement or the Approved Plans, including the right to acquire, own, lease, finance, develop, construct, operate or manage all or any portion of the Property or Development.

Any such transfer to an Affiliated Development Entity shall be deemed an authorized implementation of the approved PUD and shall not constitute a change of developer, change of ownership requiring PUD approval, material amendment to the PUD, or other event requiring additional discretionary land-use approval by the Village.

For purposes of this Section, an “Affiliated Development Entity” means an entity organized for nonprofit purposes that is formed, sponsored or controlled by the Lake Orion Downtown Development Authority, including an entity for which the DDA possesses the right to appoint or approve a majority of its governing body.

The use of an Affiliated Development Entity shall not alter the permitted uses, development standards, development envelopes or other rights established by this Agreement.

SECTION 2 APPROVED PUD AND GOVERNING PLANS

2.1 Approval of Planned Unit Development.

The Village hereby recognizes and approves the Property for development as the **Lumber Yard at Paint Creek Planned Unit Development**, subject to this Agreement, the Approved Plans and applicable law.

The PUD approval authorizes the overall Development and the buildings, uses, infrastructure, public spaces and improvements described herein and depicted on the Approved Plans.

2.2 Approved Plans.

The Development shall be constructed, maintained, renovated, restored, occupied and developed in substantial conformity with the plans, drawings, materials and other documents approved by the Village and incorporated into or recognized by this Agreement, including, as applicable:

- a. the Final Site Plan set prepared by PEA Group, PEA Job No. 20-0164, bearing a Final Site Plan Approval revision date of July 28, 2026;

- b. the approved Landscape Plan;
- c. approved architectural plans, elevations, design materials and related building plans depicting proposed, future or subsequently constructed buildings and improvements within the Development;
- d. approved as-built plans, permit plans, restoration plans and related plans, drawings or documentation depicting existing buildings, previously approved improvements, restoration work, or improvements constructed, renovated or restored prior to or in connection with approval and implementation of this PUD, including, as applicable, plans relating to the existing barns, Bakery Building and other existing structures within the Development;
- e. approved utility, grading, drainage, stormwater, paving, parking, access and circulation plans;
- f. approved plans or documentation relating to site infrastructure, landscaping, lighting, signage, pedestrian improvements, trail connections and other site improvements; and
- g. such additional plans, drawings, specifications or documents as the Parties may specifically identify as exhibits to this Agreement or subsequently approve in accordance with the administrative-modification provisions of this Agreement.

The foregoing plans, drawings and materials are collectively referred to herein as the “Approved Plans.” The Parties acknowledge that the Approved Plans include documents serving different purposes and prepared at different stages of the Development. Architectural and related plans for proposed or future improvements establish the general design and development authorized by this PUD, while permit plans, restoration plans and as-built plans may document existing conditions, previously authorized work and improvements previously constructed, renovated or restored.

The incorporation or recognition of previously approved permit plans, restoration plans or as-built plans as Approved Plans shall recognize and document previously authorized or completed improvements and shall not, solely by reason of approval of this PUD, require such improvements to be redesigned, reconstructed, removed or otherwise modified to conform to subsequently adopted design standards or requirements, except to the extent modification is required by applicable law as a result of future construction, alteration or a future change in use or occupancy.

The inclusion of a plan or document within the Approved Plans shall not convert conceptual, architectural, engineering or as-built information contained therein into a separate construction obligation except where such obligation is expressly established by this Agreement, required as a condition of approval, or required by applicable law in connection with the particular improvement or phase being constructed. Where an existing building or improvement is depicted differently among an earlier permit or restoration plan, a subsequent approved as-built plan, and the Final Site Plan, the most recently approved document accurately depicting the completed improvement shall govern as to the existing physical condition, unless this Agreement or a subsequent Village approval expressly provides otherwise.

Nothing in this Section shall prevent the Approved Plans from being supplemented, refined or administratively modified as expressly permitted by this Agreement.

2.3 Function of Approved Plans.

The Approved Plans establish the overall development concept, general building locations, development envelopes, site circulation, parking arrangement, pedestrian connections, public spaces, landscaping concept, utility infrastructure and principal physical characteristics of the Development. Except where this Agreement expressly provides otherwise, the Approved Plans shall not be interpreted as requiring every depicted building or improvement to be constructed simultaneously or within a particular sequence.

The depiction of a future building or improvement on the Approved Plans constitutes approval of that building or improvement as part of the overall Development, subject to subsequent construction-document review and applicable permits when Developer elects to proceed with that building or improvement.

2.4 Substantial Conformity.

Developer shall maintain substantial conformity with the Approved Plans. “Substantial conformity” shall mean consistency with the overall character, use, function, circulation and development concept approved through the PUD and shall not require exact conformity with every dimension, utility location, landscape element, architectural detail or construction feature depicted on the Approved Plans. Minor field adjustments and administrative modifications authorized under this Agreement shall be considered consistent with the Approved Plans and shall not constitute amendments to the PUD.

2.5 Construction Documents.

The Parties acknowledge that the Approved Plans constitute land-use and site-development approval documents and are not intended to substitute for final construction documents. Final structural plans, mechanical systems, electrical systems, plumbing systems, fire-protection systems, interior layouts, tenant improvements, occupancy-specific improvements, foundation plans and similar construction details may be developed or modified following PUD approval and shall be reviewed through the applicable permitting process.

Nothing contained in the Approved Plans or this Agreement shall be interpreted as establishing final approval of such construction details prior to submission of the permits for which those details are required.

2.6 Conflict Among Documents.

In the event of a conflict between this Agreement and the Approved Plans, this Agreement shall control. In the event of a conflict among the Approved Plans, the more specifically applicable approved plan shall control; provided, however, that a later approved administrative modification shall control over the corresponding portion of an earlier plan.

2.7 No Implied Requirement to Construct.

Approval of a building, use, amenity or improvement as part of the PUD establishes the Developer's right to construct or establish that component subject to this Agreement and applicable permits, but shall not, standing alone, obligate Developer to construct every approved building or improvement.

Required site improvements expressly identified in this Agreement or required to support a particular phase shall be completed in accordance with the phasing provisions of this Agreement.

SECTION 3 PERMITTED USES AND DEVELOPMENT COMPONENTS

3.1 General Authorization.

The Property may be developed and used for the uses depicted on the Approved Plans, the uses expressly authorized by this Agreement, and customary accessory and incidental uses associated therewith. The uses permitted by this Section are intended to operate collectively within the Development and may occur within buildings, outdoor public spaces, market areas, decks, plazas and other appropriate portions of the Property.

3.2 Existing and Adaptive-Reuse Buildings.

The PUD authorizes the continued use, renovation, rehabilitation, adaptive reuse and improvement of existing structures within the Development, including:

- a. the existing Event Barn;
- b. the existing Market Shed;
- c. the existing Supply Shed (trail head);
- d. the existing Coal Office;
- e. existing retail structures; and
- f. other existing accessory structures or improvements depicted for preservation or reuse on the Approved Plans.

Such structures may be improved and adapted for permitted uses without requiring a PUD amendment, subject to applicable construction permits and the administrative-modification provisions of this Agreement.

3.3 Future Development Components.

The PUD further authorizes construction and occupancy of the future buildings and improvements generally depicted on the Approved Plans, including:

- a. proposed retail building or buildings;
- b. proposed mixed-use building or buildings;

- c. proposed bike shop, bicycle-oriented commercial use or trail-support use;
- d. public restroom facilities;
- e. market and concession facilities;
- f. decks, patios, plazas and outdoor seating areas;
- g. trailhead and trail-support improvements;
- h. public gathering and event spaces; and
- i. accessory structures and improvements reasonably related to the operation of the Development.

The location and footprint of a future building shown on the Approved Plans shall constitute an approved development envelope, subject to administrative adjustment as permitted under this Agreement.

3.4 Commercial and Mixed Uses.

Permitted commercial and mixed uses may include retail sales and services, food and beverage establishments, restaurants, cafés, bakeries, markets, professional or service businesses, bicycle and recreational businesses, artisan and maker uses, office uses, studios and other uses compatible with the character and purpose of the Development and permitted within the underlying district or determined by the Village to be substantially similar thereto.

3.5 Public, Community and Event Uses.

The Development is expressly intended to accommodate regular public and community programming.

Permitted activities include, without limitation:

- a. farmers markets and public markets;
- b. artisan, maker and vendor markets;
- c. concerts and live entertainment;
- d. festivals and community celebrations;
- e. public and private events;
- f. educational and cultural programming;
- g. recreational and trail-related programming;
- h. seasonal activities;
- i. temporary vendor activities;
- j. food and beverage service;
- k. outdoor dining and seating;
- l. community organization activities; and
- m. other substantially similar activities consistent with the purpose and character of the Development.

The occurrence of such activities within areas designed or reasonably suited for them shall be considered part of the approved operation of the Development and shall not constitute a change in use or require amendment of the PUD solely because programming, vendors, participants or event configurations change from time to time.

3.6 Temporary and Seasonal Activities.

Temporary tents, vendor booths, food service units, mobile concessions, temporary stages, event equipment, seasonal displays, temporary furnishings and similar items may be utilized in connection with authorized events and programming, subject to applicable fire, building, health and safety requirements. Such temporary or seasonal activities shall not constitute permanent modifications to the Approved Plans.

3.7 Outdoor Areas.

Outdoor public spaces, decks, plazas, lawn areas, market areas, pedestrian areas and similar spaces may be utilized flexibly for public gathering, dining, vending, recreation, entertainment and community activities. Furniture, tables, chairs, umbrellas, temporary shade structures, planters, event equipment and similar movable amenities may be installed, removed or relocated without amendment of the PUD.

3.8 Accessory Uses.

Customary accessory uses and improvements are permitted throughout the Development, including parking, loading, storage, refuse facilities, mechanical equipment, utility facilities, signage, lighting, landscaping, public art, bicycle parking and repair facilities, pedestrian amenities, information kiosks and similar improvements.

**SECTION 4
DEVELOPMENT STANDARDS AND APPROVED PUD CONDITIONS**

4.1 Approved Development Standards.

The Development shall be governed by the development standards established by this Agreement and the Approved Plans. Where a standard depicted on the Approved Plans differs from a dimensional or site-development standard otherwise applicable within the underlying zoning district, the standard approved as part of the PUD shall govern. Such approved conditions shall constitute components of the PUD approval and shall not require separate variances.

4.2 Site Area and Development Intensity.

The Approved Plans identify the Property as approximately 4.19 acres (182,516 square feet).

The Approved Plans presently identify approximately 17,524 square feet of building footprint, representing approximately 9.76 percent building lot coverage.

The foregoing building footprint and lot coverage figures describe the Development as presently depicted and shall not constitute maximum development limitations. Building footprint, lot coverage and development intensity may be increased within the approved development envelopes to the extent permitted by the Village Zoning Ordinance or other applicable regulations in effect at the time of development, subject to the administrative modification provisions of this Agreement.

4.3 Building Height.

The building heights depicted on the Approved Plans represent the buildings presently contemplated by Developer and shall not constitute maximum building heights or otherwise limit the height of future buildings authorized by this PUD.

Each existing, proposed or future building within the Development may be constructed, reconstructed, expanded or modified to a height not exceeding the maximum building height permitted by the Village Zoning Ordinance or other applicable Village ordinance or regulation in effect at the time the applicable zoning, site plan, building or construction approval is sought, including any greater height permitted by right or through an administrative, special land use, planned development or other approval procedure generally available under the Village's then-current ordinances.

No amendment to this Agreement or the PUD shall be required solely because the height of a building exceeds the height depicted on the Approved Plans, provided the proposed height does not exceed the maximum height then lawfully permitted or approved under applicable Village ordinances.

Nothing in this Agreement shall be construed to establish the building heights depicted on the Approved Plans, including the presently depicted maximum building height of approximately twenty-six and one-half (26.5) feet, as a permanent limitation upon development of the Property.

4.4 Building Setbacks and Locations.

The building locations and setbacks depicted on the Approved Plans are approved as part of the PUD notwithstanding any difference from otherwise applicable conventional zoning setbacks. The Parties specifically acknowledge that the integrated nature, historic development pattern, adaptive reuse objectives, public-space configuration and mixed-use character of the Development warrant the building locations shown on the Approved Plans.

No separate variance shall be required for an approved building location or setback depicted on the Approved Plans.

4.5 Parking.

The Approved Plans calculate a total conventional parking requirement of approximately **104 parking spaces** and depict approximately **123 parking spaces**, including six (6) barrier-free spaces, four (4) of which are identified as van accessible.

Parking within the Development shall be considered shared parking serving the Development as a whole. No particular parking space shall be permanently allocated to a particular building, tenant or use unless expressly required by the Approved Plans or subsequently agreed by Developer. Changes in tenants, programming or the internal allocation of uses among approved buildings shall not automatically require recalculation of parking or amendment of the PUD provided the overall parking supply remains reasonably adequate for the Development.

Parking spaces located anywhere within the Development may satisfy parking associated with any building, use or Development Parcel, regardless of ownership, provided appropriate parking rights are preserved by ownership, easement, agreement or other legally enforceable arrangement where necessary.

4.6 Barrier-Free Access.

Barrier-free parking, accessible routes and other accessibility improvements shall be provided in accordance with the Approved Plans and applicable law. Final building-specific accessibility requirements shall be determined through applicable building-permit review.

4.7 Vehicular Circulation.

Vehicular access and circulation shall generally conform to the Approved Plans, including internal drives, parking aisles, fire-access routes, loading areas and connections to the adjoining street system. Minor modifications required by final engineering, field conditions, emergency-access requirements or construction sequencing may be approved administratively where they do not materially impair overall site circulation.

4.8 Pedestrian and Trail Connectivity.

Pedestrian circulation and trail connectivity are fundamental elements of the Development. The Development may include sidewalks, crosswalks, paths, trail connections, bicycle facilities, pedestrian plazas, decks and other improvements intended to facilitate movement between the Development, downtown Lake Orion, Paint Creek and the surrounding trail system.

Minor modifications to pedestrian routes may be administratively approved where equivalent or improved connectivity is maintained.

4.9 Public and Common Areas.

Public gathering spaces, event areas, market areas, plazas, decks, landscaped areas, trailhead facilities and similar common areas depicted on the Approved Plans may serve the Development collectively and may be modified in their day-to-day configuration to accommodate programming and operations. Temporary changes in furniture, vendor layout, seating, event equipment or similar operational arrangements shall not constitute amendments to the PUD.

4.10 Landscaping.

Landscaping shall be installed generally in accordance with the Approved Landscape Plan. The Approved Landscape Plan presently includes preservation of existing trees, proposed trees, lawn areas, prairie or native seed areas, landscaped public spaces and related site improvements. Plant species, quantities and locations may be reasonably substituted or adjusted due to availability, site conditions, utility conflicts, survivability, maintenance considerations or equivalent landscape-design considerations, provided the overall quality and intent of the approved landscaping are maintained.

4.11 Site Lighting.

Site and building lighting shall be designed to support safe pedestrian and vehicular circulation, public use of the Development and the historic/industrial character of the Lumber Yard at Paint Creek. Fixture styles, locations and specifications may be refined through final design and construction without amendment of the PUD, provided lighting remains compatible with the overall Development and applicable Village requirements.

4.12 Signage.

The Development is intended to incorporate a coordinated signage and wayfinding program appropriate to its mixed-use, commercial, public, recreational and event-oriented character. Signage may identify the Lumber Yard at Paint Creek as a destination, identify individual buildings and tenants, direct vehicular and pedestrian circulation, identify public amenities and provide information concerning events, programming and the historic character of the Property.

Without limiting the foregoing, the PUD specifically authorizes the following general categories and locations of signage:

- a. **Main Barn Signage.** One or more wall-mounted, projecting, dimensional-letter, logo or similar identification signs may be installed upon the existing Event Barn/Main Barn, including signage identifying the Lumber Yard at Paint Creek and signage associated with the use or operation of the building.
- b. **West Entrance Monument Sign.** A monument or similar freestanding identification sign may be located at or near the principal west entrance to the Development from South Broadway Street for identification of the Lumber Yard at Paint Creek and, where appropriate, identification of tenants, businesses, activities or destinations located within the Development.
- c. **Atwater Street Entrance Sign.** A monument, gateway or similar freestanding identification sign may be located at or near the Atwater Street entrance to the Development and may identify the Lumber Yard at Paint Creek and, where appropriate, tenants, businesses, activities or destinations within the Development.

d. Tenant and Building Signage. Each commercial, retail, restaurant, bakery, market, concession, recreational, office or other tenant or occupant within the Development may have signage identifying its business or use at the building or portion of a building occupied by that tenant. Such signage may include wall signs, projecting signs, awning signs, window signs, blade signs, entrance identification and other sign types otherwise appropriate to the architecture and character of the Development.

e. Market and Concession Signage. The Market Shed, market concession areas and individual vendors or operators may utilize permanent, temporary or changeable identification signage appropriate to their operations.

f. Directional and Wayfinding Signage. Vehicular and pedestrian directional signage may be located throughout the Property identifying parking areas, building entrances, public restrooms, the trailhead, Paint Creek Trail connections, public spaces, market areas, event areas, bicycle facilities and other destinations within or adjoining the Development.

g. Event and Programming Signage. Temporary, portable, changeable or seasonal signage may be utilized to advertise or identify concerts, markets, festivals, community events, private events, seasonal programming and other activities authorized within the Development.

h. Historic, Interpretive and Public Information Signage. Signs, plaques, displays and similar features may be installed to interpret the history of the lumber yard, Paint Creek, railroad or industrial heritage of the Property, public art, trail connections and other community or historic information.

i. Regulatory and Operational Signage. Parking, loading, fire-lane, accessibility, traffic-control, safety and other regulatory or operational signage may be installed as reasonably necessary or required by applicable authorities.

The general sign types and locations authorized by this Section constitute part of the approved PUD. The precise dimensions, materials, illumination, graphics, copy and final placement of individual signs may be determined through final design and applicable sign-permit review and shall not require amendment of the PUD.

Changes in tenant names, business names, logos, branding, event information or sign copy shall not require amendment of the PUD. Signs may be internally or externally illuminated where permitted by applicable ordinance. Architectural and decorative lighting associated with signs may also be utilized where consistent with the character of the Development. Minor relocation, replacement, redesign or modification of an approved sign or sign type shall not constitute a PUD amendment, provided the signage remains generally consistent with the coordinated signage program and applicable Village sign requirements.

Nothing in this Section shall be construed to require installation of every sign authorized herein or to require that all signage be installed simultaneously. Signage may be installed, replaced or

modified as individual buildings, tenants and phases of the Development are completed and occupied.

4.13 Public Art and Site Amenities.

Public art, historic interpretation, benches, bicycle racks, planters, decorative lighting, waste receptacles, bollards, informational displays and similar amenities may be installed or relocated throughout the Development without amendment of the PUD where consistent with the character and operation of the Development.

4.14 Site-Wide Compliance.

Because the Property constitutes an integrated planned development, compliance with parking, landscaping, circulation, open-space and similar requirements may be evaluated on a site-wide basis rather than separately for each building, tenant, phase or use, except where a specific code or law requires otherwise.

4.15 Effect of Approved PUD Standards.

The standards established by this Section and depicted on the Approved Plans constitute the approved development standards for the Property. Future review of individual buildings, tenants, phases or construction permits shall not be used to require modification of an approved PUD development standard unless:

- a. Developer proposes a material amendment to the PUD;
- b. modification is necessary to comply with a subsequently applicable state or federal law or mandatory code provision; or
- c. Developer voluntarily agrees to the modification.

Nothing herein shall prevent application of building, fire, accessibility, health or other codes properly applicable to the construction or occupancy of a particular building or improvement at the time the applicable permit is sought.

4.16 Development Parcels and Pad Sites.

The Parties acknowledge that the Development has been designed and approved as an integrated planned development but that Developer may determine that separate ownership, financing or development of certain building sites is appropriate or necessary to facilitate completion of the Development. Accordingly, Developer may, in its discretion and subject to applicable requirements governing the legal division or conveyance of real property, establish separate development parcels, condominium units, pad sites, ground lease areas or other legally recognized interests within the Property (collectively, “Development Parcels”).

Without limiting the foregoing, Developer may establish Development Parcels corresponding generally to the approved development envelopes for the proposed commercial buildings and bakery building depicted or authorized as part of the Development.

Developer may sell, convey, lease, ground lease, finance or otherwise transfer a Development Parcel to a third-party developer, business, operator or other entity for development in accordance with this Agreement and the Approved Plans. The precise boundaries, dimensions and legal descriptions of Development Parcels may be established by Developer based upon financing, development, utility, access, operational and market considerations and shall not require amendment of the PUD, provided that:

- a. the resulting Development Parcels remain subject to this Agreement;
- b. the overall Development remains in substantial conformity with the Approved Plans;
- c. necessary access, parking, utilities, drainage, emergency access and pedestrian connections are preserved through ownership, easements, agreements or other legally enforceable arrangements as appropriate; and
- d. creation or transfer of a Development Parcel does not materially increase the overall intensity of development authorized by the PUD.

A Development Parcel shall not be required to independently satisfy lot area, lot width, setback, parking, open-space, landscaping, access or similar zoning or site-development requirements where such requirements are satisfied by the Development as a whole pursuant to this Agreement. The creation, sale, conveyance, lease or financing of a Development Parcel in accordance with this Section shall constitute implementation of the approved PUD and shall not, by itself, constitute a material amendment to the PUD or require additional discretionary land-use approval.

Nothing in this Section shall exempt a Development Parcel from applicable procedures required by state law for the creation, division, conveyance or recording of an interest in real property.

SECTION 5
PHASED DEVELOPMENT

5.1 Phased Development Authorized.

The Parties acknowledge and agree that the Development is intended and approved to be constructed, improved, occupied and operated in multiple phases over time. Developer shall have reasonable discretion to determine the timing, sequence, scope and combination of individual phases based upon funding availability, grants, financing, market conditions, tenant opportunities, construction considerations, public programming needs and other factors affecting implementation of the Development.

Except as expressly provided in this Agreement, no particular sequence of development shall be required.

5.2 No Requirement for Simultaneous Construction.

Approval of the PUD and Approved Plans shall not require Developer to construct all buildings, site improvements, public amenities or other components of the Development simultaneously. Developer may construct or complete individual buildings, Development Parcels, public spaces, infrastructure improvements or other components independently or in combination with other improvements.

The issuance of a permit or certificate of occupancy for one building, phase or portion of the Development shall not be conditioned upon construction or completion of a future building or improvement that is not reasonably necessary for the safe operation, access, utility service or code compliance of the building, phase or portion then being constructed or occupied.

5.3 Developer Determination of Phasing.

The precise composition of each phase need not be established at the time of PUD approval. Developer may determine or modify the composition and sequence of phases without amendment of the PUD, provided that each phase:

- a. remains consistent with the overall Development authorized by this Agreement;
- b. provides the access, emergency access, parking, utilities and other facilities reasonably necessary to support the improvements and uses included within that phase;
- c. does not materially interfere with the safe use and operation of previously completed portions of the Development; and
- d. does not materially prevent implementation of the remaining portions of the Approved Plans.

A modification in the timing, sequencing or composition of a phase shall not, by itself, constitute a material amendment to the PUD.

5.4 Infrastructure Serving Individual Phases.

Site infrastructure and improvements may be constructed incrementally as necessary to serve individual phases of the Development. Developer shall not be required to construct utility, parking, roadway, pedestrian, landscaping, stormwater or other infrastructure intended primarily to serve a future building or phase until such infrastructure is reasonably required to support the construction or occupancy of that building or phase, except where earlier installation is expressly required by the Approved Plans or this Agreement as part of a Development-wide improvement. Infrastructure may be sized and designed to accommodate future phases notwithstanding that the future phases are not constructed simultaneously.

5.5 Interim Conditions.

During phased construction, portions of the Property may temporarily remain vacant, unimproved, under construction or in an interim condition. Developer may establish temporary parking areas, construction access, staging areas, temporary pedestrian routes, temporary utility

arrangements, construction fencing and other temporary facilities reasonably necessary to facilitate phased construction, provided such conditions comply with applicable health and safety requirements and do not unreasonably interfere with occupied portions of the Development.

An interim condition resulting from authorized phased development shall not constitute a violation of the PUD solely because it differs from the ultimate condition depicted on the Approved Plans.

5.6 Landscaping and Site Improvements by Phase.

Landscaping and other site improvements associated primarily with a particular building, Development Parcel or phase may be installed in conjunction with completion of that building, Development Parcel or phase. Developer shall not be required to install landscaping or site improvements within an area reasonably expected to be disturbed by subsequent construction merely to satisfy an interim condition, provided the affected area is maintained in a safe and orderly condition until final improvements are installed.

5.7 Transfer or Development of Individual Phases.

A phase may be developed by the DDA, an Affiliated Development Entity, a purchaser or lessee of a Development Parcel, or another party authorized pursuant to this Agreement. Separate ownership or development of a phase shall not affect the validity or continuing approval of the remainder of the PUD.

5.8 No Expiration Based Upon Phasing.

The Parties acknowledge that the Development represents a significant long-term public redevelopment project and that completion may depend upon future public funding, grants, private investment, tenant commitments and other circumstances not entirely within Developer's control.

Accordingly, the failure to construct a particular future building, Development Parcel or phase within a particular period shall not, by itself, constitute abandonment of the PUD or cause the approval of the remaining unconstructed portions of the Development to expire, except to the extent expiration is expressly required by applicable law and cannot lawfully be modified by this Agreement.

**SECTION 6
EXISTING IMPROVEMENTS AND FUTURE DEVELOPMENT**

6.1 Existing Development Components.

The Parties acknowledge that the Property contains existing buildings and improvements that are intended to remain, be rehabilitated, be adaptively reused or be incorporated into the Development. Such improvements include, without limitation, the Event Barn/Main Barn,

Market Shed, Supply Shed/trailhead, Coal Office, existing retail structures and related site improvements identified in Section 3.2 and the Approved Plans.

These existing improvements may continue to be repaired, renovated, rehabilitated, altered, occupied and adaptively reused for uses authorized by this Agreement, subject to permits applicable to the particular work being undertaken.

6.2 Future Buildings and Improvements.

The Approved Plans identify future buildings and improvements that may be constructed as subsequent phases of the Development, including the proposed commercial, retail, mixed-use, bike-related, bakery and other improvements authorized by this Agreement. The depiction and authorization of such future buildings constitutes approval of their general use, location and development envelope as part of the PUD. The fact that a future building has not yet been constructed shall not affect the validity of the PUD approval applicable to that building or Development Parcel.

6.3 Approved Development Envelopes.

The building footprints depicted on the Approved Plans for future buildings shall constitute approved development envelopes rather than final construction footprints. A building may be designed and constructed within or generally corresponding to an approved development envelope without amendment of the PUD, subject to the administrative-modification provisions of this Agreement. Final building dimensions, internal configuration, entrances, service areas, architectural details and similar features may be established during final design and permitting.

6.4 Future Building Uses.

A future building or Development Parcel may be occupied by any use authorized by Section 3 of this Agreement that is reasonably compatible with the building, Development Parcel and surrounding portions of the Development. A change from one authorized commercial or mixed use to another authorized use shall not constitute a PUD amendment solely because the precise tenant or use differs from that contemplated when the Approved Plans were prepared.

6.5 Development by Third-Party Purchaser.

Where a Development Parcel is sold, conveyed, leased or otherwise transferred pursuant to Section 4.16, the purchaser, lessee or other transferee may construct the building and improvements authorized for that Development Parcel. Such purchaser, lessee or transferee shall receive the benefit of the development rights, permitted uses, approved development envelope, shared parking, access, signage rights and other PUD entitlements applicable to the Development Parcel, subject to the obligations of this Agreement applicable thereto.

The transfer of a Development Parcel shall not require the purchaser or transferee to obtain a new PUD approval solely because ownership or development responsibility has changed.

6.6 Final Architecture and Building Design.

Architectural elevations or building concepts included within the Approved Plans or supporting materials establish the general architectural intent and character of the Development but shall not require exact duplication in final construction. Final building architecture may be refined to accommodate tenant requirements, construction methods, available materials, building systems, financing, cost considerations and other reasonable design considerations, provided the resulting building remains generally compatible with the historic, commercial and industrial character intended for the Development. Changes in exterior materials, doors, windows, roof configuration, architectural detailing and similar features may be administratively approved and shall not require amendment of the PUD unless the change materially alters the overall character of the Development.

6.7 No Premature Construction Requirements.

Approval of a future building or Development Parcel as part of the PUD shall not require Developer or a subsequent owner to prepare final construction documents or install building-specific improvements before Developer or such owner elects to proceed with construction of that building. Without limiting the foregoing, final structural systems, foundations, mechanical systems, electrical systems, plumbing systems, fire-protection systems, utility connections, interior layouts, tenant improvements and occupancy-specific improvements may be determined at the time construction of the applicable building is proposed.

6.8 Preservation of Future Development Rights.

Construction or occupancy of one phase shall not reduce or eliminate the development rights associated with a future building or Development Parcel depicted or authorized by the PUD, provided that Developer maintains or provides the Development-wide facilities reasonably necessary to support the Development as contemplated by this Agreement.

Administrative modifications to an earlier phase shall not be interpreted to eliminate a future development envelope unless Developer expressly agrees in writing to such elimination. No certificate of occupancy, administrative approval, site modification, parcel transfer or other approval associated with an earlier phase shall be interpreted as a waiver, abandonment or relinquishment of an approved future development envelope or use unless Developer expressly agrees to such waiver, abandonment or relinquishment in writing.

SECTION 7
BUILDING PERMITS; FIRE PROTECTION; BUILDING AND LIFE-SAFETY CODE COMPLIANCE

7.1 Distinction Between PUD Approval and Construction-Code Approval.

The Parties acknowledge that this Agreement and the Approved Plans constitute zoning, land-use and site-development approvals and are not intended to constitute final building, construction, fire-code or occupancy approvals for buildings or improvements that have not yet

proceeded to final construction-document review. Each building or improvement shall be subject to the building, construction, fire, accessibility and other codes lawfully applicable to the particular work when the applicable permit or approval is sought.

7.2 Building-Specific Review at Time of Construction.

Final review of building-specific construction requirements shall occur when construction, alteration or occupancy of the particular building or improvement is proposed.

Such review may include, as applicable:

- a. building-code classification;
- b. use and occupancy classification;
- c. allowable area and construction type;
- d. occupant load and means of egress;
- e. structural design;
- f. accessibility requirements;
- g. mechanical, electrical and plumbing systems;
- h. fire alarm and detection systems;
- i. fire suppression or automatic sprinkler systems;
- j. emergency lighting and exit signage;
- k. kitchen, hood or specialized suppression systems;
- l. utility connections; and
- m. other construction or life-safety requirements applicable to the particular building or use.

The absence of final determinations concerning such matters at the time of PUD approval shall not prevent approval or continued validity of the PUD.

7.3 Fire Suppression and Automatic Sprinkler Systems.

The Parties acknowledge that the requirement for, design of and extent of any automatic sprinkler, fire suppression or other building-specific fire-protection system may depend upon the final use, occupancy classification, construction type, building area, building configuration and other conditions existing when construction or occupancy of a particular building is proposed.

Accordingly, except for a fire-protection improvement expressly identified on the Approved Plans as a site-wide improvement, final requirements for automatic sprinklers, fire suppression, fire alarms and similar building-specific systems shall be determined through review of the applicable building or construction permit under the codes then lawfully applicable to that building and proposed occupancy. The depiction or approval of a future building on the Approved Plans shall not, by itself, require installation of a fire-suppression system within that building before construction or occupancy of the building is otherwise proposed.

7.4 Existing Buildings.

Existing buildings may continue to be used, renovated, rehabilitated or adaptively reused in accordance with this Agreement. Alterations or changes in occupancy shall be reviewed under the codes and procedures legally applicable to the particular alteration or change in occupancy.

Nothing in this Agreement shall be construed as independently requiring an existing building to be upgraded to standards applicable to new construction except to the extent such upgrade is required by applicable law as a result of the work or change in occupancy actually proposed.

7.5 Site Fire Protection and Emergency Access.

Notwithstanding the building-specific review contemplated by this Section, Developer shall provide the site-wide fire-protection and emergency-access improvements required by the Approved Plans and necessary to serve completed and occupied phases of the Development. Such improvements may include fire lanes, emergency vehicle access, hydrants, water-main improvements, fire-lane signage and related site infrastructure.

Site-wide fire-protection improvements may be constructed in phases consistent with Section 5, provided completed and occupied portions of the Development have the emergency access and fire-protection infrastructure required by applicable law.

7.6 Future Changes in Codes.

Except where prohibited by law, a future amendment to a building, fire or construction code shall apply to a future building or improvement only to the extent that such code is legally applicable when the permit for that work is sought. A subsequent change in a construction or life-safety code shall not, by itself, constitute an amendment to the PUD or require reconsideration of the land-use approval granted by this Agreement.

Where compliance with a subsequently applicable mandatory code requires a reasonable modification to the design of a future building or related site improvement, such modification may be approved administratively to the maximum extent permitted by law.

7.7 Certificates of Occupancy.

A certificate of occupancy or other authorization for occupancy may be issued separately for each completed building, tenant space, Development Parcel or phase when the requirements applicable to that building, space, parcel or phase have been satisfied. Issuance of a certificate of occupancy shall not be conditioned upon completion of an unrelated future building or phase except where the incomplete improvement is reasonably necessary for the lawful and safe occupancy of the completed building or phase.

7.8 Tenant Improvements and Changes in Occupancy.

Tenant improvements, interior alterations and changes between uses authorized by this Agreement shall not require amendment of the PUD. Such work shall remain subject to building, fire, health and other permits legally applicable to the particular tenant improvement or occupancy.

7.9 Administrative Adjustments Required for Code Compliance.

Where final building, fire, accessibility or other code review requires modification of a building footprint, entrance, sidewalk, utility connection, fire-access feature, mechanical-equipment location or similar feature depicted on the Approved Plans, the modification may be approved administratively where it does not materially alter the overall Development concept. Developer shall not be required to obtain a PUD amendment solely to accommodate a modification reasonably necessary to comply with an applicable construction or life-safety code.

7.10 No Waiver of Applicable Codes.

Nothing in this Agreement is intended to waive or supersede a mandatory provision of the Michigan Building Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Fire Code, applicable accessibility requirements or other state or federal law that the Village or other governmental authority is legally required to enforce. Rather, the intent of this Section is to establish the appropriate time and stage of review for building-specific construction and life-safety requirements and to distinguish such requirements from the zoning and site-development approvals granted through the PUD.

**SECTION 8
SITE INFRASTRUCTURE AND UTILITIES**

8.1 General Infrastructure.

The Development shall be served by the public and private infrastructure and utility systems generally depicted on the Approved Plans, including, as applicable, water, sanitary sewer, stormwater management and drainage facilities, electrical service, natural gas, telecommunications, site lighting, paving, parking, sidewalks, pedestrian facilities and related improvements. The Approved Plans establish the general location, configuration and intent of such infrastructure. Final locations, dimensions, materials, connections, elevations and engineering details may be refined through final engineering, permitting and construction in accordance with this Agreement.

8.2 Phased Installation of Infrastructure.

Consistent with Section 5, infrastructure and utility improvements may be constructed and placed into service in phases. Developer shall be required to construct only those infrastructure and utility improvements reasonably necessary to serve, support and provide safe operation of the building, Development Parcel, use or phase then being constructed or occupied, together with

any Development-wide improvement expressly required by the Approved Plans to be completed in connection with that phase.

Infrastructure intended primarily to serve a future building, Development Parcel or phase shall not be required to be constructed solely because the future building or improvement is depicted on the Approved Plans. Nothing herein shall prevent Developer from constructing infrastructure in advance of the phase it is ultimately intended to serve where Developer determines that doing so is efficient, economical or otherwise desirable.

8.3 Water System.

Water mains, service lines, hydrants and related improvements shall be installed generally in accordance with the Approved Plans and applicable requirements of the governmental or utility authority having jurisdiction. Water infrastructure may be installed, extended or modified incrementally as individual phases or Development Parcels are developed. Final building service sizes, meter locations, connections and similar building-specific details shall be determined in connection with the design and permitting of the building or use to be served.

8.4 Sanitary Sewer.

Sanitary sewer mains, laterals, service connections and related facilities shall be installed generally in accordance with the Approved Plans and applicable requirements of the governmental or utility authority having jurisdiction. Final service locations, sizes and connections may be modified to accommodate final building design, Development Parcel boundaries, tenant requirements, field conditions or other engineering considerations without amendment of the PUD.

8.5 Stormwater Management; MDOT Spillway.

The Parties acknowledge and agree that stormwater management for the Development is proposed to be accomplished through the collection and conveyance of stormwater from the Property to and through the existing Michigan Department of Transportation (“MDOT”) spillway and associated drainage infrastructure (the “Stormwater System”).

The Stormwater System shall be designed, permitted, constructed and operated in accordance with the permits, approvals and requirements of MDOT, the State of Michigan and any other state agency possessing jurisdiction over the use of the MDOT spillway or associated State drainage infrastructure. The Parties specifically acknowledge that the technical design and engineering review of the Stormwater System, including the means and location of discharge, connection to or use of the MDOT spillway, conveyance facilities, pipe sizes, elevations, structures, outlet conditions, flow requirements and other engineering criteria regulated as part of the State permitting process, shall be determined through the applicable State of Michigan and MDOT permitting and approval process.

To the fullest extent permitted by law, technical review and approval by the Village or its consulting engineer shall not be required for those components of the Stormwater System that

are reviewed, regulated and approved by MDOT or another State of Michigan agency having jurisdiction. The Village shall not require duplicative engineering review, separate technical approval, or modification of an engineering design that has been approved by the State or MDOT solely for purposes of obtaining or maintaining approval under this PUD.

The Village's review of the Stormwater System shall be limited to confirming that:

- a. the required State or MDOT permit or approval has been obtained before construction, connection or discharge where such permit or approval is legally required;
- b. the Stormwater System does not materially alter the building locations, Development Parcels, access, circulation or other principal land-use elements approved by this Agreement; and
- c. any requirement imposed by the Village is within the Village's jurisdiction and is not preempted, superseded or otherwise committed to the jurisdiction of MDOT or another State agency.

The Village shall not condition PUD approval, site-plan approval, issuance of a building permit, approval of a Development Parcel, or other Village approval upon separate approval of the technical design of the Stormwater System by the Village engineer where the applicable design or component has been approved by MDOT or another State agency having jurisdiction, except to the extent such additional review or approval is expressly required by applicable law and may not lawfully be waived or addressed through this Agreement.

Approval of this PUD shall not be conditioned upon completion of the MDOT or State stormwater permitting process. Developer shall instead obtain the State or MDOT permits and approvals legally required for the Stormwater System before construction, connection, discharge or operation of the applicable regulated improvements, at the time required by the issuing agency. Any Stormwater System design, plan or engineering modification required or approved by MDOT or another State agency having jurisdiction shall be deemed consistent with this Agreement and the Approved Plans and shall not require a PUD amendment, amended site-plan approval, or separate discretionary approval by the Village, provided the modification does not materially alter the overall land-use and development concept established by this Agreement.

Developer may make engineering modifications to the Stormwater System in response to State or MDOT review, permitting requirements, field conditions, construction conditions or coordination with the State drainage infrastructure without Village engineering approval to the extent such matters are within the jurisdiction of MDOT or another State agency and the resulting Stormwater System remains authorized by the applicable State permit or approval.

If MDOT or another State agency requires an alternative means, location, configuration or method of stormwater conveyance or discharge as a condition of approval, Developer may implement the State-approved alternative without amendment of the PUD or further discretionary Village approval, provided the alternative:

- a. complies with the applicable State permit or approval;
- b. does not materially interfere with the approved building locations, Development Parcels, vehicular access or principal public spaces; and

c. does not materially alter the overall development concept established by this Agreement.

The Stormwater System may serve the Property as a single integrated system notwithstanding the future creation, sale, conveyance, lease or separate ownership of Development Parcels. No Development Parcel shall be required to construct a separate stormwater detention, retention, treatment or discharge system where stormwater from that Development Parcel is lawfully accommodated by the Development-wide Stormwater System. Developer and subsequent owners may establish such drainage easements, rights of discharge, access rights, maintenance agreements, cost-sharing agreements, declarations or other instruments as are reasonably necessary to preserve the collection, conveyance, discharge, maintenance, repair and continued operation of the Stormwater System following creation or transfer of Development Parcels.

Nothing in this Agreement grants Developer the right to use MDOT property, the MDOT spillway or other State infrastructure without obtaining any permit or authorization required by the State of Michigan. Nothing herein shall prevent the Village from exercising authority that is expressly conferred upon it by applicable law and that cannot lawfully be limited by this Agreement.

8.6 Utility Easements.

Developer may grant, relocate, modify, expand or establish public or private utility easements reasonably necessary to serve the Development. The precise location or dimensions of an easement may be modified from those depicted on the Approved Plans where necessary to accommodate final engineering, utility-provider requirements, Development Parcel boundaries or field conditions, provided the modification does not materially impair the overall Development. Such modifications shall not require amendment of the PUD.

8.7 Shared Utility Infrastructure.

Utility infrastructure may serve multiple buildings, Development Parcels, tenants or ownership interests within the Development. The subsequent division, sale, lease or separate ownership of a Development Parcel shall not require otherwise functional Development-wide utility infrastructure to be duplicated solely to provide an independent system for each Development Parcel, except where separate facilities are required by applicable law or the utility provider having jurisdiction. Developer and subsequent owners may establish reciprocal easements, utility agreements, maintenance agreements, cost-sharing agreements or other instruments reasonably necessary to provide and maintain shared utility service.

8.8 Utility Service to Development Parcels.

Each Development Parcel may receive separate or shared water, sanitary sewer, electrical, natural gas, telecommunications or other utility service as determined through final design and coordination with the applicable utility provider. A Development Parcel may have separate meters, service connections, accounts or other utility arrangements without affecting the treatment of the Property as an integrated planned development.

8.9 Private and Public Infrastructure.

Nothing in this Agreement shall require the Village to accept ownership or maintenance responsibility for a private drive, utility, stormwater facility, parking facility, sidewalk, landscaping area or other improvement unless the Village separately and expressly accepts such improvement in accordance with applicable law and Village procedures. Likewise, depiction of an improvement on the Approved Plans shall not, standing alone, constitute dedication or acceptance of that improvement by the Village.

8.10 Final Engineering Adjustments.

Developer may make reasonable modifications to utility locations, pipe sizes, structures, grades, drainage facilities, pavement sections, connections, easements and similar engineering details where necessary or desirable due to final engineering, field conditions, utility-provider requirements, construction methods, Development Parcel boundaries or applicable governmental requirements. Such modifications may be approved administratively and shall not require amendment of the PUD where they do not materially alter the overall Development concept or materially impair the functionality of the approved infrastructure. Notwithstanding the foregoing, modifications to the Stormwater System governed by Section 8.5 that are within the jurisdiction of and approved or authorized by MDOT or another State agency shall be governed exclusively by Section 8.5 and shall not require separate administrative engineering approval by the Village except to the extent expressly required by applicable law.

8.11 Existing Infrastructure and Previously Completed Work.

Existing utility and infrastructure improvements that have previously been constructed, restored, relocated, repaired or approved may remain and be incorporated into the Development. Approval of this PUD shall not, solely by reason of such approval, require previously approved or completed infrastructure to be reconstructed or relocated unless modification is required by applicable law as a result of subsequent development or is reasonably necessary to serve a later phase.

8.12 Development Parcel Transfers.

Where a Development Parcel is sold, conveyed, leased or otherwise transferred, the parties to the transfer may allocate responsibility for construction, connection, operation, maintenance, repair and replacement of infrastructure serving that Development Parcel. Such allocation shall not require amendment of the PUD. Where infrastructure serves more than one Development Parcel or the Development as a whole, appropriate easements, agreements, declarations or other legally enforceable arrangements may be established to preserve continued service and access.

8.13 Outside Agency and Utility Approvals.

Nothing in this Section eliminates permits or approvals legally required from a county, state agency, utility provider or other governmental authority having jurisdiction over a particular infrastructure improvement. A modification required by such authority may be approved

administratively under this Agreement where the modification does not materially alter the overall Development concept. The requirement for such outside approval shall not, by itself, reopen or require reconsideration of the underlying PUD approval. With respect to the Stormwater System described in Section 8.5, the specific provisions of Section 8.5 shall control over any inconsistent or additional review requirement contained in this Section.

SECTION 9 FIRE DEPARTMENT ACCESS AND EMERGENCY SERVICES

9.1 Purpose and Relationship to Section 7.

This Section governs site-wide fire department access, emergency circulation, hydrants and related site infrastructure serving the Development. Building-specific fire protection, automatic sprinkler systems, fire suppression systems, fire alarm systems, occupancy classifications, occupant loads, means of egress and other building or life-safety requirements shall be governed by Section 7 and determined in connection with the applicable building, construction or occupancy review.

Nothing in this Section shall be interpreted to accelerate or otherwise alter the timing of building-specific review established by Section 7.

9.2 Emergency Vehicle Access.

The Development shall provide fire department and emergency vehicle access generally in accordance with the Approved Plans and applicable requirements for the buildings, uses and phases actually constructed and occupied. Emergency access may utilize internal drives, parking aisles, designated fire lanes and other paved or approved access areas within the Development.

9.3 Phased Emergency Access.

Fire department access and emergency-service infrastructure may be provided in phases consistent with the phased development authorized by Section 5. Before occupancy of a building or phase, Developer or the owner of the applicable Development Parcel shall provide the emergency vehicle access and site fire-protection infrastructure legally required to serve that building or phase. Developer shall not be required to construct emergency-access improvements intended solely to serve an unconstructed future building or Development Parcel until such improvements are reasonably required for construction or occupancy of that future building or Development Parcel.

9.4 Fire Lanes.

Fire lanes and other designated emergency-access areas shall be established generally in accordance with the Approved Plans and applicable fire-code requirements. Required fire-lane signage, pavement markings or other identification may be installed as individual phases are completed. The precise configuration, alignment or designation of a fire lane may be modified in response to final site design, field conditions, building configuration, Development Parcel

boundaries, construction sequencing or requirements of the fire authority having jurisdiction, provided legally required emergency access is maintained. Such modifications may be approved administratively and shall not require amendment of the PUD where they do not materially alter the overall Development concept or materially impair emergency access to completed and occupied portions of the Development.

Nothing in this Section shall be construed to require separate engineering approval by the Village or its consulting engineer for a fire-lane modification where the applicable configuration is otherwise approved by the fire authority having jurisdiction and no separate Village engineering approval is expressly required by applicable law.

9.5 Hydrants and Water Supply.

Fire hydrants, water mains and other site-wide fire-water infrastructure shall be provided generally in accordance with the Approved Plans and applicable requirements of the fire authority, water-system authority or other governmental authority having jurisdiction. Hydrant locations, water-main connections and related fire-water improvements may be adjusted through final design and review by the fire authority or water-system authority having jurisdiction without amendment of the PUD, provided legally required fire protection is maintained for completed and occupied portions of the Development. Such adjustments may include changes in location, spacing, connection point, service configuration or other related design details reasonably required by final building design, Development Parcel boundaries, field conditions, construction sequencing or requirements of the applicable authority.

Nothing in this Section shall be construed to require separate technical or engineering approval by the Village or its consulting engineer where the applicable hydrant or fire-water improvement has been approved by the authority having jurisdiction and no separate Village engineering approval is expressly required by applicable law.

Nothing in this Section shall establish or determine whether a particular building requires an automatic sprinkler, standpipe, fire-suppression or other building-specific fire-protection system. Any such determination shall be made pursuant to Section 7 in connection with the construction or occupancy of the particular building or improvement.

9.6 Access Across Development Parcels.

Emergency vehicle access, fire lanes, hydrants and related facilities may serve multiple buildings or Development Parcels and may cross separately owned portions of the Property. The subsequent creation or transfer of a Development Parcel shall not terminate, obstruct or materially impair emergency access required to serve another portion of the Development. Where necessary following separate ownership, Developer and subsequent owners shall establish appropriate access easements, emergency-access easements or other legally enforceable rights sufficient to preserve required emergency access throughout the Development.

9.7 Temporary Emergency Access During Construction.

During phased construction, Developer may establish temporary emergency access routes or make temporary modifications to permanent access routes where necessary to accommodate construction. Any temporary arrangement shall provide the access legally required for buildings and portions of the Development that remain occupied during construction. Temporary construction conditions shall not constitute a PUD amendment merely because the temporary emergency-access configuration differs from the ultimate Approved Plans.

9.8 Gates, Bollards and Access-Control Devices.

Bollards, gates, removable barriers or other access-control devices may be installed where appropriate for pedestrian safety, event operations, traffic management or protection of public spaces, provided required emergency access is maintained. Where an access-control device is located within a required emergency route, it shall incorporate such emergency-access capability as may be required by the authority having jurisdiction.

9.9 Event Operations and Emergency Access.

Temporary events, markets, concerts, festivals, vendor activities and other programming authorized by this Agreement may temporarily modify ordinary vehicular circulation, parking or use of outdoor areas. Temporary event layouts shall maintain such fire lanes, emergency routes and emergency access as are legally required for the event and occupied portions of the Development. The use of temporary tents, stages, vendor booths, seating, food-service units or similar event equipment shall not require amendment of the PUD merely because the arrangement differs from ordinary day-to-day site configuration.

9.10 Fire Department Review of Individual Buildings.

Review by the fire authority in connection with construction or occupancy of an individual building shall be limited to matters within that authority's jurisdiction and applicable to the building, use, Development Parcel or phase then proposed. Such review shall not, solely because an individual building proceeds to construction, require completion of unrelated future buildings or improvements except where a particular improvement is legally necessary to provide required emergency access or fire protection to the building or phase under review.

9.11 Modifications Required for Emergency Access.

If final building design, construction conditions or applicable fire-code review requires a reasonable modification to a drive, fire lane, hydrant, sidewalk, parking area, building entrance or similar site feature, such modification may be approved administratively where it does not materially alter the overall Development concept. A PUD amendment shall not be required solely to accommodate a site modification reasonably necessary to provide legally required emergency access or fire protection.

9.12 No Waiver of Applicable Fire Requirements.

Nothing in this Section is intended to waive a mandatory fire-code requirement or prevent the fire authority having jurisdiction from enforcing a requirement legally applicable to a building, use, event or phase. The purpose of this Section is to establish that site-wide emergency access and fire-protection infrastructure may be implemented in coordination with phased development, while building-specific fire and life-safety requirements remain subject to the review process established in Section 7.

SECTION 10 OWNERSHIP, TRANSFERS, SUCCESSORS AND ALLOCATION OF RESPONSIBILITY

10.1 Transfers Permitted.

Developer may sell, convey, assign, lease, ground lease, finance, mortgage or otherwise transfer all or any portion of the Property, any Development Parcel, building, leasehold interest, development right or other interest within the Development, subject to the terms of this Agreement. Except as otherwise expressly provided herein, no such transfer shall constitute an amendment to the PUD, change in developer requiring approval, or other event requiring additional discretionary land-use approval by the Village.

Nothing in this Section shall eliminate any approval, recording, land-division, condominium or other procedure expressly required by applicable law for the legal creation or transfer of the particular real-property interest.

10.2 Transfer to Affiliated Development Entity.

Without limiting Section 1.7, Developer may transfer all or any portion of the Property, Development, development rights or responsibilities under this Agreement to an Affiliated Development Entity. Such transfer shall constitute an authorized implementation of the PUD and shall not require amendment, reconsideration or reapproval of the PUD. An Affiliated Development Entity may thereafter exercise the rights of Developer applicable to the property or responsibilities transferred to it, including the right to own, develop, finance, construct, operate, lease, sell or otherwise transfer Development Parcels or other portions of the Development in accordance with this Agreement.

10.3 Development Parcel Transfers.

Developer or an Affiliated Development Entity may establish and transfer Development Parcels in accordance with Sections 1.6 and 4.16. A purchaser, lessee or other transferee of a Development Parcel shall be entitled to the benefit of the development rights established by this Agreement and the Approved Plans that are applicable to the transferred property, including, as applicable:

- a. the approved development envelope;

- b. permitted uses;
- c. building-height and development standards;
- d. shared parking rights;
- e. vehicular and pedestrian access;
- f. utility and stormwater rights;
- g. signage rights;
- h. rights to participate in or utilize shared Development facilities; and
- i. administrative-modification and other development rights established by this Agreement.

A transferee shall not be required to obtain a new PUD approval solely because ownership, development responsibility, financing or occupancy of a Development Parcel has changed.

10.4 Agreement Runs With the Land.

The provisions of this Agreement that relate to the use, development, operation or maintenance of the Property shall run with the land to the extent permitted by law and shall bind and benefit the Parties and their respective successors and assigns. Following the lawful creation or transfer of a Development Parcel, the rights and obligations of this Agreement applicable specifically to that Development Parcel shall run with and benefit that Development Parcel.

The creation of separate ownership interests shall not terminate or diminish Development-wide rights expressly established by this Agreement, including shared parking, access, circulation, utility, drainage, stormwater, emergency-access and similar rights necessary for continued operation of the integrated Development.

10.5 Assumption of Parcel-Specific Obligations.

Upon transfer of a Development Parcel, the transferee shall assume responsibility for compliance with those obligations under this Agreement that are specifically attributable to the ownership, development, construction, occupancy, operation or maintenance of the transferred Development Parcel from and after the effective date of the transfer. Such obligations may include, as applicable, construction of the building and parcel-specific improvements, building and fire-code compliance, maintenance, landscaping, snow removal, signage, utility connections and other obligations arising from the transferee's ownership or use of the Development Parcel.

Except as otherwise expressly agreed in writing, a transferee shall not assume obligations attributable exclusively to another Development Parcel or to portions of the Development that it does not own or control.

10.6 Release of Developer From Transferred Parcel Obligations.

Upon transfer of a Development Parcel and assumption by the transferee of the obligations applicable to that Development Parcel, Developer shall be released from responsibility under this

Agreement for acts, omissions, construction obligations, maintenance obligations, code compliance, operational requirements and other obligations arising exclusively from the ownership, development, construction, occupancy or use of the transferred Development Parcel occurring after the effective date of the transfer. Developer shall not be responsible for a subsequent owner's failure to construct an approved building, complete parcel-specific improvements, maintain the transferred property, comply with permits or codes, maintain signage or landscaping, or otherwise perform an obligation attributable exclusively to the transferred Development Parcel.

Nothing herein shall release Developer from an obligation attributable to Developer's ownership or conduct occurring before the effective date of the transfer or from a Development-wide obligation that Developer expressly retains following the transfer.

10.7 Retained Development-Wide Responsibilities.

Following transfer of one or more Development Parcels, Developer or an Affiliated Development Entity may continue to own, operate and maintain common or Development-wide facilities, including parking areas, drives, pedestrian areas, public spaces, landscaping, stormwater facilities, utilities, event areas, trail facilities and other common improvements. Responsibility for such facilities may be allocated or transferred through deeds, easements, declarations, reciprocal easement agreements, maintenance agreements, condominium documents or other legally enforceable instruments.

Nothing in this Agreement requires the DDA to retain permanent ownership or maintenance responsibility for a Development-wide facility where responsibility is lawfully transferred or otherwise allocated to another party.

10.8 Shared Facilities and Reciprocal Rights.

Developer, an Affiliated Development Entity and subsequent owners may establish reciprocal easements, cross-access agreements, shared-parking agreements, utility easements, stormwater and drainage easements, emergency-access easements, maintenance agreements, declarations, cost-sharing arrangements and other instruments reasonably necessary or desirable to implement and preserve the integrated Development. Such instruments may establish rights and obligations concerning:

- a. shared parking;
- b. vehicular and pedestrian access;
- c. emergency access and fire lanes;
- d. utilities;
- e. stormwater collection and conveyance;
- f. landscaping and common areas;
- g. snow and ice removal;
- h. lighting and signage;
- i. maintenance, repair and replacement of shared facilities; and

j. allocation of costs associated with shared facilities.

The establishment, amendment or replacement of such private agreements shall not require amendment of the PUD provided the resulting arrangements continue to preserve the Development-wide functions required by this Agreement.

10.9 Separate Responsibility for Violations and Defaults.

A violation, default, code violation, permit violation or failure to perform attributable exclusively to a particular Development Parcel, owner, tenant or operator shall be enforced against the responsible owner, tenant, operator or Development Parcel and shall not constitute a default by Developer, an Affiliated Development Entity, another Development Parcel owner, or the Development as a whole. The Village shall not suspend, revoke, withhold or condition a permit, certificate of occupancy, approval or other entitlement relating to an otherwise compliant portion of the Development solely because of an unrelated violation or default occurring upon another separately owned Development Parcel.

Nothing herein shall prevent the Village from taking enforcement action against a shared or Development-wide facility where the violation actually affects that facility or against another portion of the Development to the extent necessary to address an immediate threat to public health or safety.

10.10 No Cross-Default.

There shall be no cross-default among separately owned Development Parcels solely by virtue of their inclusion within the same PUD. A default by the owner or operator of one Development Parcel shall not:

- a. constitute a default by the owner or operator of another Development Parcel;
- b. constitute abandonment or default of the PUD as a whole;
- c. terminate or impair the development rights applicable to another Development Parcel;
- d. prevent issuance of otherwise available permits or certificates of occupancy for another Development Parcel; or
- e. require another owner to cure the default,

unless the default concerns a shared facility or obligation for which that other owner has expressly assumed responsibility.

10.11 Enforcement Following Transfer.

Following transfer of a Development Parcel, notices concerning an alleged violation or default attributable exclusively to that Development Parcel shall be directed to the then-current owner or responsible party for that Development Parcel. Developer shall not be required to enforce this Agreement against a subsequent owner on behalf of the Village, nor shall Developer be required to cure a subsequent owner's parcel-specific default as a condition of maintaining the PUD approval applicable to the remainder of the Development.

10.12 Transfer of Unconstructed Development Parcels.

A Development Parcel may be transferred before construction of the building or improvements authorized for that parcel. The transferee may thereafter proceed with design, permitting and construction in accordance with the Approved Plans, approved development envelope and this Agreement. The fact that Developer does not itself construct the building depicted or authorized for a Development Parcel shall not constitute abandonment of that building, Development Parcel or the applicable development rights.

10.13 Financing and Security Interests.

Developer, an Affiliated Development Entity and subsequent Development Parcel owners may mortgage, pledge, encumber or otherwise use their respective interests in the Property or Development as security for financing. The granting, modification, refinancing or enforcement of a mortgage or other security interest shall not, by itself, constitute an amendment to or termination of the PUD. A lender, mortgagee or other secured party acquiring title through foreclosure, deed in lieu of foreclosure or similar proceeding shall succeed to the PUD rights applicable to the acquired property, subject to the obligations of this Agreement applicable to such property from and after acquisition.

10.14 No Village Approval of Private Transfer Terms.

Except for approvals expressly required by applicable law, the Village shall have no approval authority over the purchase price, financing terms, lease terms, ground-lease terms, ownership structure or other private economic terms associated with a transfer authorized by this Agreement. The Village shall not condition recognition of a transfer or continued exercise of PUD rights upon approval of such private economic terms.

10.15 Notice of Transfer.

Developer shall provide the Village reasonable written notice following a transfer of fee ownership of a Development Parcel identifying the transferred property and the name and notice address of the transferee. Such notice shall be for administrative and enforcement purposes only and shall not constitute a request for Village consent or approval of the transfer. Failure to provide such notice shall not invalidate the conveyance or terminate the development rights applicable to the transferred property, provided Developer or the transferee supplies the information following written request by the Village.

10.16 Continuing Effect of Integrated PUD.

Notwithstanding any transfer, subdivision, condominiumization, ground lease, separate financing or creation of multiple ownership interests, the Development shall continue to constitute the integrated planned development established by Section 1.6. Separate ownership shall not require recalculation or independent satisfaction of Development-wide parking, access, circulation, landscaping, open-space, stormwater, utility or similar standards except where expressly required by this Agreement or applicable law.

10.17 No Modification of PUD Rights Through Transfer Review.

No administrative process associated solely with a transfer, parcel identification, addressing, utility account, land division, condominium document, deed, mortgage or similar instrument shall be used to impose new land-use conditions, reduce an approved development envelope, eliminate an authorized use or otherwise modify the substantive PUD rights established by this Agreement, except to the extent expressly required by applicable law or agreed to in writing by the affected property owner.

SECTION 11 PUBLIC SPACES, EVENTS AND OUTDOOR OPERATIONS

11.1 Approved Event Operations.

The Parties acknowledge that recurring public and private events, markets, concerts, festivals, community programming, recreational activities and similar uses are intended and approved components of the Lumber Yard at Paint Creek. Such activities may occur within the Event Barn/Main Barn, Market Shed, outdoor gathering areas, lawns, plazas, decks, market and concession areas, trail-related areas, parking or circulation areas temporarily devoted to event use, and other portions of the Development reasonably suited to such activities. The occurrence of such activities shall not constitute a change in use or require amendment of the PUD solely because the event type, operator, sponsor, vendor composition, attendance, admission structure or configuration changes from time to time.

The operation and programming of such spaces for the uses authorized by this Agreement constitutes an approved principal function of the Development and not a series of temporary or special land uses requiring recurring Village authorization.

11.2 Event Frequency and Configuration.

Events and programming may occur on a recurring, seasonal or occasional basis as determined by Developer or the applicable owner or operator. Unless a specific limitation is expressly established by this Agreement, approval of the PUD shall not establish a separate limitation upon the number or frequency of events conducted within the Development. Event layouts may be modified from time to time, including changes in vendor locations, seating, stages, tents, temporary structures, pedestrian areas and similar operational features, provided legally required emergency access and accessibility are maintained. Such temporary configurations shall not constitute amendments to the Approved Plans or the PUD.

11.3 Alcoholic Beverage Service.

Alcoholic beverages may be sold, served, consumed or otherwise provided within authorized portions of the Development in connection with restaurants, tenants, concessions, public or private events, or other activities authorized by this Agreement, subject to all licenses, permits and approvals required by the Michigan Liquor Control Commission or other authority having

jurisdiction. Nothing in this Agreement independently authorizes the sale or service of alcoholic beverages without a license or permit otherwise required by law.

The issuance, transfer, modification or renewal of an alcoholic beverage license applicable to an otherwise authorized use or activity shall not, by itself, require amendment of the PUD.

11.4 Event-Related Parking and Circulation.

In connection with events and programming authorized by this Agreement, Developer or the applicable owner or operator may temporarily close, reserve, reconfigure or utilize parking spaces, internal drives, circulation areas, loading areas, lawns, plazas or other portions of the Development for event operations, vendors, stages, pedestrian areas, public safety, loading or similar purposes. Such temporary arrangements shall maintain legally required emergency access and accessibility. Temporary event-related parking and circulation arrangements shall not constitute amendments to the Approved Plans or require amendment of the PUD.

The issuance of a certificate of occupancy or other approval for a particular building, tenant or Development Parcel shall not permanently allocate Development-wide parking spaces to that building, tenant or Development Parcel or otherwise prevent those spaces from being used as part of the shared parking system or for temporary event operations authorized by this Agreement.

11.5 Operation of Public Spaces; No Event Approval Required.

The operation, management and programming of the public spaces, market areas, Event Barn/Main Barn, Market Shed and other event and gathering areas within the Development for the uses and activities authorized by this Agreement are hereby approved as part of the PUD. Developer shall have discretion to schedule, organize, sponsor, produce, manage and operate events, markets, concerts, festivals, community activities, recreational programming, private events and other activities authorized by this Agreement, and to determine the frequency, duration, attendance, vendors, participants, sponsors, programming and operational configuration thereof.

No separate Village event permit, special-event approval, site-plan approval, land-use approval or other discretionary Village review shall be required solely because Developer conducts, sponsors, authorizes or permits an event, market, program or activity that is within the uses and operations authorized by this Agreement. The Village shall not require Developer to obtain recurring or event-by-event approval for the ordinary operation or programming of the Development, nor shall the Village condition the occurrence of an otherwise authorized event upon discretionary review of its programming, vendors, participants, sponsorship, attendance, layout, frequency or similar operational matters.

For purposes of this Section, activities conducted directly by Developer, or conducted by another person or entity with Developer's authorization as part of the operation, programming or intended use of the Development, shall constitute activities of the Development and shall be entitled to the protections of this Section.

11.6 Independently Required Permits and Legal Requirements.

Notwithstanding Section 11.5, an event or activity shall remain subject to a permit, license, inspection or approval only to the extent that the particular event or activity includes a component, condition or operation for which such permit, license, inspection or approval is independently required by applicable law. Such requirements may include, by way of example, a liquor license or permit, food-service license, permit for a temporary structure where legally required, closure or use of a public street or right-of-way outside the Property, or a building, fire, health or life-safety requirement specifically applicable to the particular condition or activity proposed.

Any such review shall be limited to the specific matter giving rise to the independent legal requirement and shall not constitute or be administered as reconsideration, approval or review of the event itself, the authorized use of the Property, the frequency or nature of programming, or the land-use and operational rights granted by this Agreement. The existence of an independently required permit, license or approval shall not authorize the Village to impose additional event conditions unrelated to the legal requirement giving rise to such permit, license or approval or to require modification of an activity otherwise authorized by this Agreement.

Nothing in this Section shall waive a mandatory requirement of state or federal law or a Village requirement that is independently applicable to the specific regulated component, condition or operation of the particular event or activity and that cannot lawfully be modified, satisfied or addressed through this Agreement.

SECTION 12 ADMINISTRATIVE MODIFICATIONS AND AMENDMENTS

12.1 Purpose.

The Parties acknowledge that the Development will be implemented over time and that reasonable changes in design, engineering, construction, tenants, uses, ownership, operations and field conditions may occur. The purpose of this Section is to distinguish changes that are already authorized by this Agreement, changes that may be approved administratively, and changes that constitute material amendments to the PUD.

12.2 Changes Requiring No Additional PUD Approval.

A change expressly authorized by this Agreement or identified herein as not requiring amendment of the PUD shall require no additional discretionary PUD, site-plan, Planning Commission or Village Council approval solely because the change differs from a detail depicted on an Approved Plan.

Nothing in this Section shall require administrative approval for an activity or modification that another provision of this Agreement expressly authorizes without Village approval.

12.3 Administrative Modifications.

Where this Agreement provides that a modification may be approved administratively, such modification may be reviewed and approved by the Village official charged with administration of the Village zoning ordinance or such other Village administrative employee designated to perform that function, without Planning Commission or Village Council review. Administrative approval under this Section shall not require review or approval by the Village consulting engineer unless the particular modification involves a technical matter for which such engineering review is expressly required by applicable law or another provision of this Agreement.

12.4 Standard for Administrative Review.

Administrative review shall be limited to determining whether the proposed modification:

- a. remains substantially consistent with the uses, character and overall development concept authorized by this Agreement;
- b. does not materially impair required Development-wide access, parking, emergency access, utilities or other shared functions;
- c. does not create a use prohibited by this Agreement; and
- d. does not constitute a Material PUD Amendment under Section 12.6.

Administrative review shall not be used to reconsider the desirability of the Development, impose new discretionary conditions unrelated to the proposed modification, or modify a development right previously granted by this Agreement.

12.5 Outside-Agency and Code-Required Modifications.

A modification required by a governmental agency, utility provider, building official, fire authority or other authority having lawful jurisdiction may be approved administratively where approval is required under this Agreement. Where another provision of this Agreement provides that such modification requires no Village approval, including applicable modifications governed by Section 8.5, that more specific provision shall control.

12.6 Material PUD Amendment.

For purposes of this Agreement, a “**Material PUD Amendment**” means a proposed modification that would materially alter the overall land-use character or principal development concept approved by this Agreement.

A Material PUD Amendment may include:

- a. introduction of a principal use not authorized by this Agreement and materially inconsistent with the approved mixed-use, commercial, public, recreational or community character of the Development;

- b. a material relocation or elimination of a principal Development-wide access point or public-space component without an equivalent replacement;
- c. a material increase in development intensity that cannot be accommodated within the rights and development standards otherwise authorized by this Agreement; or
- d. another modification that substantially changes the overall nature or function of the Development rather than merely refining its implementation.

A modification shall not constitute a Material PUD Amendment merely because it changes a dimension, building design, tenant, Development Parcel boundary, construction sequence, engineering detail, event configuration or other matter otherwise authorized by this Agreement.

12.7 Formal Amendment.

A Material PUD Amendment shall be processed in accordance with the Village procedure legally applicable to amendment of a PUD at the time the amendment is requested. Review of a Material PUD Amendment shall be limited to the portion or subject matter proposed to be amended and shall not reopen portions of this Agreement or the Approved Plans unaffected by the proposed amendment except to the extent required by applicable law.

**SECTION 13
DEFAULT, NOTICE AND ENFORCEMENT**

13.1 Default.

A Party, Development Parcel owner or other person or entity subject to an obligation under this Agreement shall be considered in default only upon failure to perform a material obligation expressly applicable to that person or entity under this Agreement. A disagreement concerning interpretation of this Agreement or a good-faith dispute concerning the applicability of a requirement shall not, by itself, constitute a default.

13.2 Notice and Opportunity to Cure.

Except in the case of an immediate threat to public health or safety, no enforcement action based upon an alleged default under this Agreement shall be commenced until written notice has been provided to the responsible Party or property owner describing the alleged default with reasonable specificity. The responsible Party shall have thirty (30) days after receipt of notice to cure the default. If the nature of the default reasonably requires more than thirty (30) days to cure, no default shall be deemed continuing if the responsible Party commences corrective action within the thirty-day period and thereafter proceeds with reasonable diligence toward completion.

13.3 Parcel-Specific Enforcement.

Enforcement shall be directed against the owner, operator, tenant, Development Parcel or other party responsible for the alleged violation. Nothing in this Section shall create cross-default liability among separate Development Parcels or expand the obligations of Developer beyond those otherwise established by Section 10.

13.4 No Withholding of Unrelated Approvals.

The Village shall not withhold, suspend or condition an otherwise available permit, certificate of occupancy or approval for a compliant building, Development Parcel or portion of the Development solely as leverage to obtain correction of an unrelated default attributable to another separately responsible party or parcel.

13.5 Emergency Conditions.

Nothing in this Agreement shall prevent the Village or another governmental authority from taking action authorized by law to address an actual and immediate threat to public health or safety. Emergency action shall be limited to the condition giving rise to the immediate threat and shall not constitute reconsideration or suspension of the PUD as a whole.

13.6 Remedies.

Subject to the notice and cure provisions above, the Parties may pursue remedies available under applicable law or this Agreement. Any remedy shall, to the extent practicable, be directed toward curing the specific violation and shall not impair unrelated development rights established by this Agreement.

SECTION 14 TERM AND CONTINUING EFFECT OF PUD APPROVAL

14.1 Effective Date.

This Agreement shall become effective upon approval and execution by the Parties and shall remain effective as provided herein.

14.2 Continuing PUD Approval.

The PUD approval and development rights established by this Agreement shall continue in effect notwithstanding phased construction, changes in ownership, transfer of Development Parcels, changes in tenants or operators, or the passage of time, subject to applicable law. Nothing in this Section shall alter the specific protections concerning phasing and future development rights established elsewhere in this Agreement.

14.3 Completed Improvements and Exercised Rights.

A building, improvement, Development Parcel, use or phase lawfully constructed, established, transferred or occupied pursuant to this Agreement shall remain entitled to the benefit of the PUD rights applicable thereto notwithstanding later changes elsewhere within the Development.

14.4 Subsequent Ordinance Changes.

A subsequent amendment to the Village Zoning Ordinance or other Village regulation shall not retroactively eliminate or reduce a development right, permitted use, approved development envelope, PUD standard or other entitlement expressly established by this Agreement, except to the extent application of the subsequent requirement is mandated by law.

Nothing herein shall prevent Developer from electing to utilize a later ordinance provision that provides greater development flexibility or rights where this Agreement expressly permits such use.

14.5 No Abandonment by Nonuse.

Nonconstruction or nonuse of an approved future building, Development Parcel, use or improvement shall not constitute abandonment or relinquishment of the applicable PUD entitlement unless Developer or the owner of the affected Development Parcel expressly agrees in writing to such abandonment or relinquishment or applicable law mandates otherwise.

14.6 Survival of Agreement.

This Agreement shall remain binding upon the Property and applicable Development Parcels until amended or terminated in accordance with its terms and applicable law. Termination or amendment affecting one Development Parcel shall not terminate rights applicable to another Development Parcel unless expressly stated.

SECTION 15 GENERAL PROVISIONS

15.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.2 Notices.

Any notice required under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified United States mail, return receipt requested, to the addresses stated in this Agreement or to such other address as a Party may designate by written notice. Notice to the owner of a Development Parcel may be directed to the address identified in the Village property records or in a notice of transfer provided pursuant to Section 10.

15.3 Entire Agreement.

This Agreement, together with the Approved Plans and exhibits incorporated herein, constitutes the agreement of the Parties concerning the PUD and supersedes prior understandings concerning the matters expressly governed hereby. Previously issued permits, approvals, restoration plans, as-built plans and other approvals recognized by this Agreement shall not be extinguished merely because they predate execution of this Agreement.

15.4 Conflict.

In the event of conflict between this Agreement and an Approved Plan, Section 2.6 shall control.

15.5 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. The Parties intend that any invalid provision be limited or severed rather than causing invalidation of the Agreement as a whole.

15.6 Waiver.

Failure of a Party to enforce a provision of this Agreement on one occasion shall not constitute a waiver of that provision or the right to enforce it on a later occasion. No waiver shall be effective unless in writing by the Party against whom the waiver is asserted.

15.7 Amendment.

Except for modifications expressly authorized without formal amendment pursuant to this Agreement, this Agreement may be amended only in accordance with Section 12 and applicable law.

15.8 Successors and Assigns.

This Agreement shall bind and benefit the Parties and their respective successors and assigns as provided in Section 10.

15.9 No Third-Party Beneficiaries.

Except for successors, assigns, Development Parcel owners and other parties expressly granted rights under this Agreement, nothing herein is intended to create enforceable rights in any person or entity that is not a Party or successor to a Party's rights or obligations hereunder.

15.10 Authority.

Each person executing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the entity identified in the applicable signature block.

15.11 Headings.

Section and subsection headings are for convenience only and shall not limit or expand the substantive provisions of this Agreement.

15.12 Interpretation.

This Agreement shall be interpreted as a whole and in a manner that gives effect to each provision. Specific provisions governing a particular subject shall control over more general provisions addressing the same subject.

15.13 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic or reproduced signatures may be accepted to the extent permitted by law.

**SECTION 16
EXECUTION AND RECORDING**

16.1 Approval and Execution.

This Agreement is executed pursuant to approval of the Lumber Yard at Paint Creek Planned Unit Development by the Village and authorization by the Lake Orion Downtown Development Authority.

16.2 Recording.

Following execution, this Agreement, or a memorandum of this Agreement sufficient to provide record notice of the PUD and the continuing rights and obligations established herein, shall be recorded with the Oakland County Register of Deeds so that the existence and effect of the PUD are reflected in the chain of title to the Property.

16.3 Effect of Recording.

Recording shall provide notice of the rights and obligations established by this Agreement but shall not alter the allocation of obligations among Developer, Development Parcel owners, tenants, operators or other parties established herein.

16.4 Future Development Parcels.

Following creation or conveyance of a Development Parcel, Developer may record deeds, easements, declarations, reciprocal easement agreements, maintenance agreements or other instruments necessary to implement the multi-owner Development authorized by this Agreement. No amendment of this Agreement shall be required solely to record such instruments where they are consistent with the rights and obligations established herein.

16.5 Exhibits.

The exhibits attached to and incorporated into this Agreement shall include, as applicable:

- Exhibit A** – Legal Description of the Property
- Exhibit B** – Approved Final Site Plan
- Exhibit C** – Such other plans or documents expressly identified by the Parties as incorporated exhibits.

The absence of a historical permit, restoration or as-built document shall not invalidate a prior governmental approval otherwise recognized under Section 2.2.

SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE

**VILLAGE OF LAKE ORION,
a Michigan municipal corporation**

By: _____
Name: _____
Title: _____

Date: _____

**LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY,
a Michigan downtown development authority**

By: _____
Name: _____
Title: _____

Date: _____

**STATE OF MICHIGAN)
COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, as _____ of the Village of Lake
Orion, a Michigan municipal corporation, on behalf of the Village.

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

**STATE OF MICHIGAN)
COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, as _____ of the Lake Orion
Downtown Development Authority, on behalf of the Authority.

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____



118 N. Broadway, Lake Orion, MI 48362
 Phone: 248-693-9742 Fax: 248-693-9749
www.downtownlakeorion.org

Matthew Gibb, Executive Director

August 20, 2026

Village Attorney
 Village of Lake Orion
 21 East Church Street
 Lake Orion, Michigan 48362

VIA ELECTRONIC MAIL

Re: Lumber Yard at Paint Creek – Proposed Planned Unit Development Agreement

Dear Village Attorney:

On behalf of the Lake Orion Downtown Development Authority, I am submitting the enclosed proposed Planned Unit Development Agreement for the Lumber Yard at Paint Creek for your review and comment.

As you know, the Lumber Yard is somewhat different from a conventional single-phase private development. The project combines the adaptive reuse of existing structures, public gathering and event spaces, market and trail-related uses, future commercial development, and substantial public infrastructure within a single coordinated development. It is also anticipated to be implemented over time as funding, grants, private investment and tenant opportunities become available.

The proposed Agreement is intended to memorialize the approved development concept and provide a practical framework for implementing the project over that period. In preparing the draft, we have attempted to clearly distinguish the land-use and site-plan approvals established through the PUD from building-specific construction, fire, life-safety and other regulatory reviews that will appropriately occur when individual buildings or phases proceed to permitting.

The Agreement also addresses the realities of the project's long-term implementation, including phased construction, continued adaptive reuse of existing improvements, future development parcels, shared site infrastructure and facilities, and the potential participation of private development partners. At the same time, it preserves the Lumber Yard as a single integrated planned development.

Because the public gathering, market and event functions are fundamental components of the project, the Agreement also seeks to clearly establish those activities as approved uses and ordinary operations of the Lumber Yard, while preserving permits and regulatory review independently required by law for particular activities or components. Our objective is to have a comprehensive agreement that provides certainty to both the Village and DDA while avoiding the need to repeatedly return for PUD amendments as the details of individual phases, tenants and improvements are finalized within the approved development framework.

Letter to Village Attorney
Lumber Yard at Paint Creek PUD
August 20, 2026
Page 2

Please review the enclosed draft and provide any comments or proposed revisions. I would be happy to meet with you after your initial review to work through any provisions requiring discussion. Where possible, I would appreciate receiving proposed changes in redline form so that we can efficiently identify and address specific language.

Thank you for your assistance with this project. We look forward to working with you to finalize the Agreement and move the Lumber Yard at Paint Creek toward implementation.

Sincerely,



Matthew Gibb
Executive Director
Lake Orion Downtown Development Authority

cc. Debbie Burgess, DDA Chair

Enclosure:

Proposed Planned Unit Development Agreement – Lumber Yard at Paint Creek



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Horse and Wagon Rides – Sing & Stroll Event

I recommend that the Board approve horse-drawn carriage rides as a recurring element of our holiday programming and authorize the attached 2026 agreement with Blackstone Stables Horse Drawn Carriage Co. The rides are scheduled for Light Up Lake Orion, the rebranded Sing & Stroll celebration, on November 19 and Shop Small Saturday on November 28. They give visitors another reason to spend time downtown during both events and continue an established holiday attraction.

2026 Agreement and Budget

The proposal provides one team and wagon for November 19, 2026, from 5:00 to 7:00 p.m., and November 28, 2026, from 10:00 a.m. to 2:00 p.m. The total contract price for both dates is \$2,200. This expense was planned and is budgeted in GL 248-729-880-012, Sing & Stroll Tree Lighting. The account retains its current name although the November 19 event is being rebranded “Light Up Lake Orion” at the direction of the Promotion Committee.

Before signing, the Director will confirm the route and loading area, nearby staging parking, event logistics and the deposit schedule. The submitted form refers to both a 20% and a 50% booking deposit; the final agreement should state one consistent amount without changing the \$2,200 total. Any material increase in price or expansion in scope would return to the Board.

RECOMMENDED MOTION

I move to approve horse-drawn carriage rides as a recurring component of the DDA’s Light Up Lake Orion and Shop Small Saturday programming; approve the Blackstone Stables Horse Drawn Carriage Co. agreement for November 19 and November 28, 2026, in an amount not to exceed \$2,200, charged to GL 248-729-880-012, Sing & Stroll Tree Lighting; and authorize the Executive Director to finalize the route, staging, schedule and internally consistent deposit terms and execute the agreement, provided the total price and material scope do not change.
Attachment: Blackstone Stables Carriage Ride Contract for November 19 and November 28, 2026.

Carriage Ride Contract

Location: Tracy with Downtown Lake Orion 118 N Broadway
248-693-9742 or 248-882-6631

Date(s) of Event: 11/19/2026 11/28/2026

Time: 11/19 5pm-7pm
11/28 10am-2pm

Type: 1 Team & Wagon

Total Cost: \$2,200.00

Deposit Due: 50% OF TOTAL COST OF EVENT - NON-REFUNDABLE

Remaining balance is due on the day of the event before the event starts.

Signature of Recipient of Services: _____ Date: _____

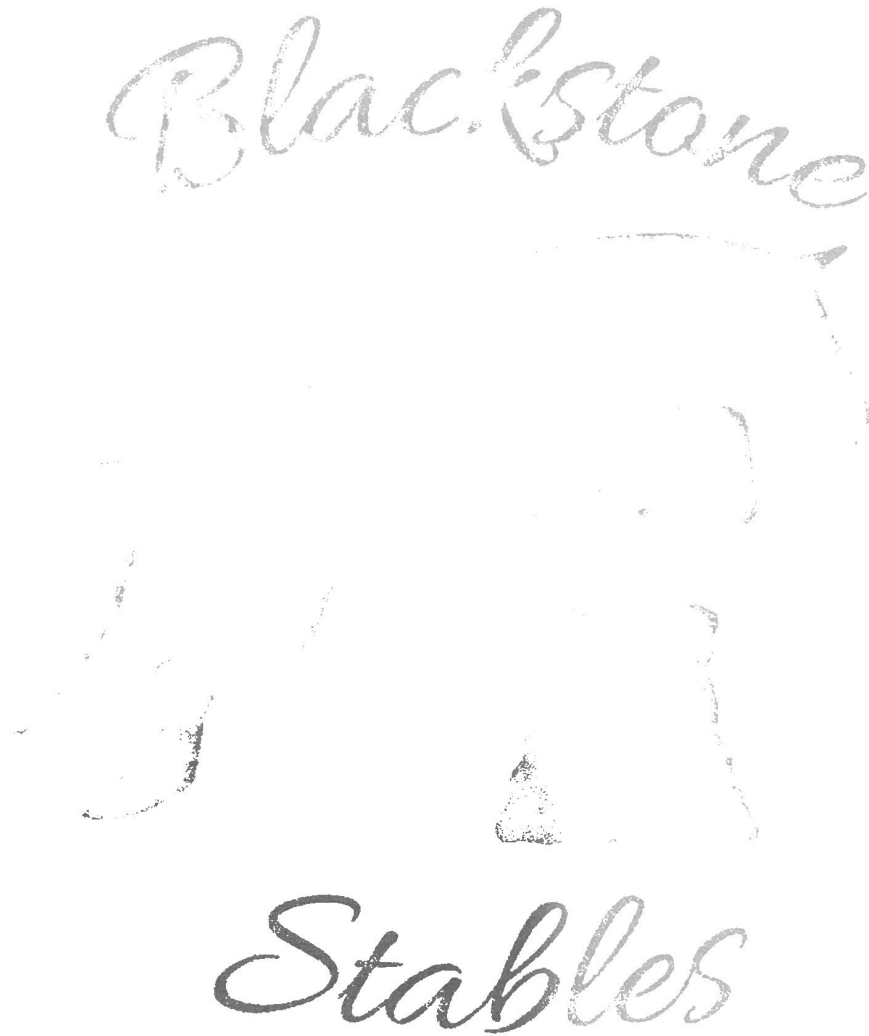
By signing this contract, the recipient of services acknowledges that a 20% deposit of total cost of event is due at booking to reserve their day/time and the remaining balance is due the day of the event before the event starts. If remaining balance is not paid by the day of the event before the event starts, late fees will be incurred on remaining balance.

Terms and Conditions:

***Parking must be provided for 2 trucks & trailers close to the event.**

- Blackstone Stables Horse Drawn Carriage Co, also referred to "We"
- We operate under the guidelines of the full Michigan Equine Liability Act { 1994 P.A. 351 }. Stating in summary equine professionals are not liable for an injury to or death of a participant in an equine activity resulting from the inherent risk of the equine activity.
- Hills, Mileage, and route must be agreed upon prior to accepting. If deemed unsafe the route may be altered.

- We CAN NOT cross major roads, unless it is a special event such as a parade where the road is blocked off with proper road closures/ traffic co



- Horses move much slower than cars, therefore we will NOT TRAVEL on expressways or interstates.
- Blackstone Stables Horse Drawn Carriage Co. will work in most weather. If deemed unsafe, we reserve the right to reschedule the event.

- All deposits are Non-Refundable

- We will charge an additional fee for an event that runs over the scheduled time.

- Parking for the truck and trailer must be located on a low- or no-traffic side street or a parking lot. We need approximately 15 parking spaces to park and set up. We must be 1/4 miles or less from the event.

- We will not be responsible for any negligence of the passengers on the carriage. All passengers must remain seated while the carriage is moving. Children under 12 years old must be accompanied by a parent or guardian.
 Signature of Recipient of Services: _____ Date: _____

By signing this contract, the recipient of services acknowledges that a 50% deposit of total cost of event is due at booking to reserve their day/ time and the remaining balance is due the day of the event before the event starts. If remaining balance is not paid by the day of the event before the event starts, late fees will be incurred on remaining balance. A 50% deposit is required to secure your date. Deposits are non-refundable.

Payments can be made to Blackstone Stables mailed to 4770 Green Rd. Howell, MI 48855 if mailing in, online payment options are listed below.
 ellessehelene@yahoo.com /// blackstonestables@aol.com
 Travis Fleming - 406-570-1726
 Payments can be made through: Zelle - 248-390-6831
 Venmo -- @Ellesse-schwartz

A 50% deposit is required to secure your date. Deposits are non-refundable.

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DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Main Street Committee Minutes

Attached:

Promotions Committee Minutes

Design Committee Minutes

RECOMMENDED MOTION

Move to Receive and File



The mission of the Lake Orion DDA is to enhance economic potential and preserve the historical character of the Lake Orion DDA District, *the heart and hub of the Orion Community*, through promotional activities and an organizational structure that focuses on community involvement with local businesses, residents and other stakeholders.

Section 9, Item A.

The **Main Street Approach** is a unique economic development strategy that focuses on leveraging existing social, economic, physical and cultural assets to energize community revitalization efforts and help manage success for the long term.

Promotion: Creates a positive image of the downtown to instill community pride and encourage commercial activity and investment in the area. Promotions such as advertising, retail and special events, marketing and social media campaigns can be used to communicate the unique characteristics of a downtown to residents and visitors — sparking interest in shopping, dining, living or investing and creating a business in the community.

Promotion Committee Agenda

September 3, 2026

10 am – 11 am

Lake Orion DDA Office, 118 N. Broadway, Lake Orion, MI 48362

In Attendance: Chair Lloyd Coe, Holly Nicosia, Kristin Berry, Annalise Costantino, Aerial Brenner, Drea Hodge, Mary Jo D'Onofrio, Pastor Linda Cochran & Maddie DDA: Matt Gibb, Tracy Woodrum

I. Updates on upcoming events

a. Movie Nights:

Kids/Family: Zootopia 2 – Friday, September 18th

- Starting at 6:00 PM. Red Piano Music Studio is sponsoring \$500 of the cost and will manage pre-movie activities. Messy Designs is sponsoring popcorn.

Adults: Solo Mio – Friday, October 2nd

- Attendees with a receipt from a downtown business dated that day will receive a gift.
-Still looking for sponsors.

b. Halloween Extravaganza – Wednesday, October 21st

- 6:00 PM to 8:00 PM.

- Parade: The parade will line up at 5:30 PM and start at 6:00 PM, proceeding down Broadway with a police-led "rolling stop."

- Activities: The parade will conclude at Children's Park, which will feature a DJ, photo ops, and ceramic painting crafts by the Orion Arts Center. To support local businesses, attendees will receive a map directing them to trick-or-treat downtown storefronts. The DDA will not set up competing activities in the park.

- Business & Community Participation: Business owners expressed a strong preference for trick-or-treating to occur at downtown businesses. Lake Orion United Methodist Church will be added to the official trick-or-treat map as a designated stop.

- Supplies & Volunteers: The group needs to find a sponsor for cider and donuts (estimated cost ~\$500+). Volunteers are needed for crossing guards and crowd control.

c. Witches Night - in collaboration with Oxford DDA – Saturday, October 24th

- Retail-focused event on Saturday, October 24th, from 5:00 PM to 9:00 PM, is coordinated with Oxford as a "Stronger Together" event.

- 13-14 businesses are participating. Broadway Embroidery is donating swag bags – need businesses to provide the swag, and Sick Town Hall is hosting a dance party.

- Check-in will be in the Flint St. alley with a photo op option.

- Attendees will receive a map and a bingo card for door prizes.
- A trolley service is being explored. Sponsors are necessary for this option.

II. Volunteer Needs for September/October

- Kids' Movie Night
 - Set up/clean up
 - Fill popcorn bags
- Halloween Extravaganza:
 - Crown control/safety
 - Pass out donuts/cider
 - Set up/Clean
- Witches' Night
 - Check-in/alley
 - Event photographer/socials
 - Clean up

III. Late Fall DDA Events:

For each event: Purpose Statement, How it ties to our Strategic Plan, Volunteer Needs, Next Steps

Sing & Stroll – Thursday, November 19th

Defined purpose (attract visitors, business visibility, community engagement)

Holly will be the lead for this event.

Sing & Stroll / Rebranding to "**Light Up Lake Orion**":

- The event is scheduled for Thursday, November 19th, from 5:00 PM to 7:00 PM.
- It was proposed to rebrand the event to "Light Up Lake Orion" to serve as a kick-off for the holiday shopping season and incorporate a formal town lighting ceremony. The traditional "Singing & Stroll" elements like caroling would become part of this larger event.
- It will include Santa and Mrs. Claus, horse and wagon rides (provided by Blackstone Stables), and scout-run s'more stations. A challenge is that the downtown electrical grid lacks a single switch for a coordinated lighting.
- Sponsors are still needed for this event.

Shop Small Saturday - Saturday, November 28th

Defined purpose (economic boost for businesses)

Llyod & Annalise will take the lead on this event.

- - It will feature horse and wagon rides from 10:00 AM to 2:00 PM, with Mr. and Mrs. Claus and hot chocolate available from 11:00 AM to 6:00 PM.
- Promotional efforts will include flyers with holiday specials and QR codes in store windows.

Polar Express - Saturday, December 12th

Defined purpose (attract visitors, community partnership, community engagement)

- - This will be a joint event with Oxford.
- The plan involves using trolleys to loop between the towns, with stops for Santa, hot chocolate, and a holiday market. The art center was suggested as a possible check-in location.

IV. Partner Events

Zombie Walk – Saturday, September 19th

Lake Orion Homecoming Parade – Sunday, October 4th @ 3:30pm

Here in Lies Lake Orion, with the Historical Society – Saturday, October 3rd

Lighted Christmas Parade – Saturday, December 5th

- For the Lighted Christmas Parade, the Methodist church will be open with crafts and refreshments.

Action items/commitments and assigned owners:

- Halloween Extravaganza
 - Create and distribute trick-or-treat map (including Methodist Church): [DDA:Matt/Tracy]
 - Secure sponsor for music, cider, and donuts: [All Committee Members]
 - Contact Lions Club for possible sponsorship: [Llyod]
 - Recruit and confirm volunteers: [DDA - Tracy]
- Witches Night Out
 - Compile final tally of participating businesses, create map, and finalize bingo card: [Aeriel, Annalise, Drea]
 - Look into dance team or theater students for possible flash mob: [Aeriel]
 - Discuss updated trolley pricing and potential dispensary sponsorships: [Sherry & Tracy]
- Contact Rite-way billboard to advertise fall events: [Llyod]
- Coordinate leadership for "Light Up Lake Orion": [Holly]
- Coordinate leadership for Shop Small Saturday: [Llyod & Annalise]
- Check with design committee on holiday lighting plan: [DDA: Matt/Tracy]
- Investigate the lighting circuit for a downtown lighting ceremony: [DDA: Matt]
- Contact Maria regarding Great Lakes Crossing billboard for October events [Holly]
- Contact high school regarding student volunteer opportunities: [Tracy]

V. Next Promotions Committee Meeting October 1, 2026, 10 am at DDA Office



The mission of the Lake Orion DDA is to enhance the economic potential and preserve the historical character of the Lake Orion DDA District, *the heart and hub of the Orion Community*, through promotional activities and an organizational structure that focuses on community involvement with local businesses, residents and other stakeholders.

Section 9, Item A.

The **Main Street Approach** is a unique economic development strategy that focuses on leveraging existing social, economic, physical and cultural assets to energize community revitalization efforts and help manage success for the long term.

Design: Capitalizes on and enhances the visual aspects of downtown commercial areas to create a safe, appealing and inviting atmosphere. The physical elements such as storefronts and building architecture, streetscape, public art, street furniture, parking areas, and public spaces are used to convey a positive image for the downtown. Quality maintenance practices such as historic building rehabilitation, adaptive use, appropriate new development, design review process and long-term planning are also strategies used to enhance the physical appearance of a downtown.

Design Committee Minutes

September 8, 2026

1:00pm – 2:00pm

Lake Orion DDA Office, 118 N. Broadway, Lake Orion, MI 48362

Attendees: Angela Aycock, Brian Renaud, Amy Silvester, Dave Vance (from Santa's Crew)

DDA: Matt Gibb, Tracy Woodrum

- **Fall Design Turnover** – design plan, schedule date
 - Proposed fall setup date: Saturday morning, September 26 (conflicts noted; Matt & Tracy out of town Sept 25–26); final date pending board/Debbie coordination and material availability.
- **Christmas Lights** – discussion/direction for this season, recommendations to bring to DDA Board meeting
 - - Santa's Crew performance last year was professional and efficient; outages largely due to GFI issues and buried outlets, not strand failures. The GFI issues have been resolved with the help of the DPW.
 - The DDA's older, thicker garland was unreliable; wind exposure led to sagging and failures; trunk-only tree light wraps lacked "wow factor." Cedar roping at the main intersection was well received; trees (especially bald cypress) have grown and are costly/difficult to wrap fully.
 - Consider spotlights for trees; trunk-mounted options discussed to mitigate snow burial, but poles remain preferred due to secure power and uniformity.
 - - Consensus to prioritize decorating light poles with Dave's commercial-grade lighted garland; request per-pole pricing and bows options.
 - Continue lighting approximately ten large intersection trees (branch highlights), pending Dave's quote; avoid widespread small-tree trunk wraps.

- - Request per-pole pricing with volume tiers; first-year cost ~\$240–\$300 per pole (new garland second-year reinstallation ~\$75 per pole; new 9-foot garland strand ~\$120; contractor replaces 5–10% annually under lease.

- - Reuse older garland/lights at secondary locations (e.g., lumberyard, bridge, Children’s Park) to stretch budget- - Light color decision pending (warm white vs bright white); interest in adding large red bows or lighted bows to poles; avoid sparse “Charlie Brown” drapes.

- Target “Light Up Lake Orion” illumination event on 11-19-26; aim for synchronized activation of pole, tree, and community tree lights.

- **Updates on Façade Grant Applications/Investments**

1. **Messy Designs** – Back-alley entrance

2. **Prime Time Comics** – Awning replacement

-Due to a longer conversation on the Christmas lights discussion on Façade Grants will take place at the October meeting.

- **Volunteer Needs for September/October**

-Help with fall decorating downtown.

-Someone to photograph/document décor for reference next year.

- **Follow-up:**

- Team to map and count target light poles (Main Street, side streets, village hall, dragon sign, gateways) and send to Dave by next week for quoting; reassess budget based on per-pole pricing. [Owner: Matt/Tracy/Open to All Committee Members; with 9-15-26 due date]

-Connect with Clip Away owner regarding cornstalks & pumpkins for downtown fall décor. [Owner: Amy; Deadline: 9-14-26]

-Confirm date for downtown fall decorating after checking with Debbie & Alaina. [Owner: Matt; Deadline: 9-14-26]

- - Provide per-pole pricing for garland installation and bows options [Owner: Dave; Deadline: prior to 9-14-26].

- - Provide quote for wrapping ~10 large trees; recount specific trees [Owner: Dave; Deadline: with revised proposal, mid-September].

- Price large community tree frame [Owner: Dave; Deadline: with revised proposal].

- Investigate trunk-mounted spotlight options, mounting/strapping, and off-ground cable routing [Owner: Dave; Deadline: with revised proposal].

- Choose enhancements (bows, ornaments, spotlights) based on remaining budget/volunteer capacity [Owner: Committee; Deadline: post-proposal approval].

- **Next Design Meeting: Tuesday, October 6, 2026 @ 1:00pm**



DDA ACTION SUMMARY SHEET

MEETING DATE: September 15, 2026

TOPIC Executive Directors Report

Attached:

Executive Directors Report September 2026

RECOMMENDED MOTIONe

Receive and file the Report

LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

TO: Lake Orion Downtown Development Authority Board of Directors
FROM: Matthew Gibb, Executive Director
DATE: September 2026
RE: Executive Director's Report – September 2026

PURPOSE

The purpose of this memorandum is to provide the Board with a consolidated report of significant activities, accomplishments, project work, community partnerships, and initiatives undertaken by the DDA and Lake Orion Main Street program during the current reporting period.

This has been an exceptionally active period for the organization. In addition to substantial advancement of the Lumber Yard at Paint Creek, staff, Board members, committees, Illuminators, businesses, sponsors, and community partners have undertaken significant work in national Main Street recognition, community engagement, special events, business support, sponsorship development, marketing, and preparation for the fall and holiday seasons.

BY THE NUMBERS

Measure	Current Impact / Result
Great American Main Street Award interview supporters	Nearly 50
Illuminators participating in the program	80+
Fully sponsored Illuminators Dragon Boat teams	2
LOLive summer concert attendance	Nearly 3,500
Estimated print marketing reach	80,000+
Estimated social media impressions	60,000+
Email communications distributed through DDA and partners	35,000+
LOLive concerts produced	8
Major fall/holiday programs currently being produced or supported	10+
Major Lumber Yard project areas currently being advanced	15+

These numbers provide only a snapshot of the broader activity occurring through the DDA. Increasingly, the impact of the organization is being multiplied through partnerships with businesses, sponsors, volunteers, community organizations, artists, and other organizations that extend the reach of DDA investments well beyond the direct expenditure of DDA funds.

1. GREAT AMERICAN MAIN STREET AWARD – NATIONAL INTERVIEW

Lake Orion completed its formal interview with the national Main Street program as part of the selection process for the Great American Main Street Award (GAMSA).

Nearly 50 business leaders, community leaders, residents, volunteers, and supporters were assembled to demonstrate the depth of community support behind Lake Orion's Main Street program.

Board Chair Debbie Burgess and Executive Director Matthew Gibb participated in the formal interview with the national organization. The interview provided an opportunity to tell Lake Orion's broader story – including its economic performance, community resilience, volunteer engagement, business partnerships, preservation efforts, programming, public investment, and the community's continued commitment to its downtown.

The interview went exceedingly well and provided an opportunity to demonstrate that the success of Downtown Lake Orion extends well beyond the DDA itself. We expect to learn the results of the selection process shortly. Regardless of the ultimate award decision, reaching this stage represents significant national recognition of nearly two decades of Main Street work in Lake Orion.

2. DRAGON ON THE LAKE – COMMUNITY ENGAGEMENT

The DDA participated extensively in Dragon on the Lake, using the festival both as a community celebration and an opportunity to engage residents and visitors regarding the future of Downtown Lake Orion.

The DDA helped transform the Flint Street Alley into a large family activity and community-engagement area. Participants were invited to provide ideas regarding future infrastructure and public improvements, streetscape and aesthetic improvements, business recruitment and retention, public gathering spaces, arts and cultural opportunities, events and programming, and additional downtown amenities.

The feedback gathered through this effort will help inform future DDA, committee, and Transformation Strategy priorities.

3. ILLUMINATORS – COMMUNITY PARTICIPATION IN ACTION

The continued growth of the Illuminators was highly visible during Dragon on the Lake. The DDA successfully populated two fully sponsored Illuminators Dragon Boat teams, bringing together dozens of volunteers, businesses, sponsors, commercial partners, and community supporters.

Despite extremely rainy conditions on Sunday, both teams competed and generated significant participation and visibility. The Illuminators now include more than 80 participants and increasingly represent an important bridge between residents who want to become involved downtown and the formal work of the DDA's Board and committees.

4. LOLIVE SUMMER CONCERT SERIES – IMPACT & REACH

The 2026 LOLive summer concert series concluded with strong attendance and significant exposure for Downtown Lake Orion. All committed sponsorship revenues for the series have been affirmed and deposited.

Preliminary results indicate nearly 3,500 attendees across the eight-concert season, 80,000+ print marketing recipients, 60,000+ social media impressions through DDA and partner efforts, and 35,000+ email communications distributed through DDA, 20 Front Street, artists, businesses, and participating partners.

Staff will prepare a comprehensive Marketing and Promotional Impact Report documenting attendance, sponsorship, print distribution, email reach, social impressions, partner promotion, earned exposure, and other measurable impacts.

5. TURNING EVENTS INTO ECONOMIC DEVELOPMENT

The DDA continues to emphasize that successful programming must ultimately create opportunities for downtown businesses. Businesses such as Michigan By The Bottle and others have actively taken advantage of audiences generated through concerts and other downtown activities.

Staff continues to encourage businesses to coordinate promotions, extended hours, special offerings, cross-promotions, and other activities around major events. The objective is not simply to produce successful events, but to introduce new customers to Downtown Lake Orion and provide our businesses with opportunities to convert those visitors into customers and repeat visitors.

6. SPONSORSHIP DEVELOPMENT

The DDA continues to expand private sponsorship as an important component of programming. Additional sponsorship has been secured for Children’s Movie Night, and all sponsorship revenue associated with the LOLive/Gazebo concert series has been affirmed and deposited.

Sponsorship development is also underway or has been completed for other fall programming, Witches Night, Illuminators activities, Dragon on the Lake participation, and holiday programming. This strategy allows the DDA to expand the quality and reach of programming while leveraging private investment alongside public resources.

7. COMMUNITY EVENT & PARTNER SUPPORT

The DDA continues to provide promotional, logistical, coordination, volunteer, and other support to programs produced by community partners. Recent or upcoming programs include Children’s Movie Night, Sick Car Check-In, Zombie Walk, Downtown/Homecoming Parade activities, Massive Fallout mountain biking event, Here Lies Lake Orion, Halloween Extravaganza, Witches Night, Light Up Lake Orion, Shop Small Saturday, Polar Express activities, and other business and community-led programming.

8. FALL & HOLIDAY PROGRAMMING

Staff is actively preparing for one of the busiest programming periods of the year. Work includes sponsorship development, permits, vendor coordination, volunteer assignments, entertainment, marketing, public safety coordination, site logistics, business participation, and licensing requirements.

As part of this work, the traditional Sing & Stroll program is being repositioned as Light Up Lake Orion, providing a stronger identity for the beginning of the downtown holiday season. The horse-and-carriage experience will continue as a recurring component of Light Up Lake Orion and Shop Small Saturday, consistent with prior programming and the adopted event budget.

9. LUMBER YARD AT PAINT CREEK – PROJECT ADVANCEMENT

Significant staff time continues to be devoted to advancing the Lumber Yard at Paint Creek toward completion and public activation.

During this reporting period, work has included comprehensive project budget reconciliation; cost-to-complete analysis; contractor change-order reconciliation; electrical invoice review; site-development cost comparisons; roadway and parking planning; water and sanitary sewer budgeting; stormwater infrastructure; aggregate and pathway planning; electrical distribution; site lighting and illumination;

native landscaping and irrigation; restroom construction; Bakery building improvements; bike shop/commercial building planning; concession structure planning; trailhead improvements; public-art infrastructure; and development of remaining project contingencies.

A comprehensive comparison of available project resources against anticipated remaining expenditures has now been prepared for Board consideration as part of this month's agenda.

10. LUMBER YARD – PUD & DEVELOPMENT AGREEMENT

A draft Planned Unit Development Agreement for the Lumber Yard at Paint Creek has been prepared for Board consideration. The agreement establishes a framework for phased development of the property while allowing building-specific construction and code requirements to be addressed through final design and permitting.

Particular attention has been given to fire suppression, infrastructure responsibilities, future commercial buildings, phased construction, code compliance, and maintaining sufficient flexibility as individual components move toward construction. Staff will continue coordinating any necessary revisions directly with the Village Attorney and appropriate Village departments.

11. LUMBER YARD – BUILDINGS, UTILITIES & INFRASTRUCTURE

Staff has continued advancing the remaining structures and infrastructure required to activate the Lumber Yard, including the public restroom building, Bakery building, bike shop/commercial building, concession area, market structures, trailhead amenities, and potential secondary restroom solutions.

Competitive HVAC proposals have been obtained for the Bakery building, and a recommendation is included separately within the Board agenda. Electrical planning has also continued. DTE service is now available at the site, with substantial panel and distribution infrastructure already installed.

12. LUMBER YARD – LIGHTING, LANDSCAPING & PUBLIC REALM

Staff continues development of the comprehensive site illumination plan, including architectural building lighting, market lighting, parking areas, pedestrian pathways, public art, trailhead areas, bollards, and other exterior illumination.

Design work also continues around native landscaping, irrigation, railroad-inspired pedestrian treatments, signage, gathering areas, shade structures, building colors and finishes, and public art. The objective remains to create a development that reflects the historic lumber and railroad character of the property while functioning as a modern public marketplace, community gathering space, trailhead, event venue, and economic-development catalyst connecting Downtown Lake Orion with the Paint Creek Trail.

13. MAIN STREET COMMITTEES & FOUR-POINT APPROACH

The DDA has renewed its focus on organizing work through the Main Street Four-Point Approach – Organization, Promotion, Design and Economic Vitality. Following the August all-committee meeting, participation has strengthened and additional working meetings have occurred.

Staff is working with committee leadership to translate the Transformation Strategy into specific projects and measurable objectives. The growing Illuminators network also provides an opportunity to connect volunteers with project-specific work occurring through the four committees.

14. MARKETING, WEBSITE & COMMUNICATIONS

The DDA continues to expand its communications infrastructure and its ability to market Downtown Lake Orion. Recent work has included website improvements, event-calendar integration, development of the Illuminators web presence, mobile website optimization, online forms, email infrastructure, event landing pages, sponsor promotion, and improved email authentication and delivery.

These efforts are increasingly being viewed as one integrated communications system rather than individual event promotions. The long-term objective is to consistently market Downtown Lake Orion as a destination while providing businesses, events, organizations, and community partners with an audience they can leverage.

15. BUSINESS SUPPORT & ECONOMIC VITALITY

Staff continues regular interaction with downtown businesses regarding events, promotions, development opportunities, physical improvements, operational issues, marketing, and opportunities generated by DDA programming.

Our broader economic-development strategy continues to connect these activities: Improve the place → create reasons to visit → market those opportunities → generate visitors → connect those visitors with businesses → create repeat customers and investment.

16. NEXT 30–60 DAYS

Immediate priorities include completion of fall programming; Children’s Movie Night; Zombie Walk; Halloween programming; Witches Night; Light Up Lake Orion; Shop Small Saturday; continued expansion of the Illuminators; completion of the LOLive marketing-impact analysis; advancement of remaining Lumber Yard contracts and infrastructure; PUD coordination; and continued planning for activation of the Lumber Yard at Paint Creek.

We also anticipate learning the outcome of Lake Orion’s Great American Main Street Award selection process.

SUMMARY

This reporting period illustrates the breadth of work now occurring through the Lake Orion DDA and Main Street program. The organization is simultaneously advancing a major redevelopment project, supporting downtown businesses, producing and supporting community programming, attracting private sponsorship, expanding volunteer participation, strengthening its communications infrastructure, implementing the Main Street Four-Point Approach, and representing Lake Orion at the national Main Street level.

Most importantly, these accomplishments increasingly represent community accomplishments rather than DDA accomplishments alone. The involvement of our Board, committees, more than 80 Illuminators, businesses, sponsors, Village partners, residents, artists, and community organizations substantially multiplies the impact of the resources invested through the DDA.

The objective remains consistent: create a stronger business environment, an exceptional downtown experience, and more reasons for residents, visitors, businesses, and investors to choose Downtown Lake Orion.