



AGENDA

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, April 22, 2024

7:30 PM

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

(248) 693-8391 ext. 102

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Presentations**
 - A. Proclamation Celebrating Professional Municipal Clerks Week 2024
 - B. Check presentation for Roses of Silverbell
 - C. AED Donation by VFW
5. **Call to the Public**
6. **Consent Agenda**

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

- A. Receive and File Correspondence from Cory Johnston dated February 20, 2024, regarding DDA Budget
- B. Parks and Recreation Committee Term Appointments
- C. Approval of Village Council meeting minutes of April 8, 2024.
- D. Approval of Village Council Special Meeting Minutes of April 10, 2024.
- E. Approval of Village Council Special Meeting Minutes of April 11, 2024.

F. Approval of Village Council Special Meeting Minutes of April 15, 2024.

G. DDA March 19th, 2024 Minutes

7. Items Removed from the Consent Agenda

8. Approval of Agenda

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

9. Public Hearings

10. Financial Matters

A. Invoice Approval - April 22, 2024

11. Other Items

A. Resolution Authorizing Notice of Intent to Issue Revenue Bonds – Sanitary Sewer Pump Stations Improvement Project

B. Extension of Intergovernmental Law Enforcement Services Contract with Orion Township

C. Police Chief Recruitment Process and Budget Amendment

12. Call to the Public

13. Council Comments

14. Village Manager Comments

15. Closed Session Items

A. Periodic Performance Evaluation – Village Manager

16. Business From Closed Session

17. Adjournment

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

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles

de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Proclamation Celebrating Professional Municipal Clerks Week 2024

BACKGROUND BRIEF:

Village Council President Jerry Narsh is scheduled to present his proclamation celebrating the week of May 5 through May 11, 2024, as “Professional Municipal Clerks Week” and expressing the Village’s appreciation to Village Clerk Sonja Stout, Deputy Clerk Lynsey Blough, and all professional municipal clerks for their outstanding service to the community.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

None

Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 5 - 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Jerry Narsh, Council President of the Village of Lake Orion, on behalf of the entire Lake Orion Village Council, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend the Village Council's and community's appreciation to our Professional Municipal Clerk, Sonja Stout, and Deputy Clerk Lynsey Blough, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this Twenty-Second day of April, 2024

Village Council President

Attest: -----



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Check presentation for Roses of Silverbell

BACKGROUND BRIEF:

Downtown Lake Orion DDA business, Roses of Silverbell, is the awardee of the Spirit of Main Street Micro Business Startup Grant Program. The Spirit of Main Street award is supported by Genisys Credit Union. This grant program supports the attraction, retention and growth of small businesses in historic downtowns and commercial corridors. It complements other MSOC economic vitality efforts and supports entrepreneurship at the local community level.

The grant is open to businesses within a Main Street District and they are in their Startup phase (0 to 1 year) or Existing phase(1 to 5 years old). Eligible activities are location renovations and preparations, equipment purchases, required permits and fees, rent assistance programs, outdoor improvements, or other uses deemed appropriate to support the creation, relocation or expansion of a micro business.

The Lake Orion Downtown Development Authority congratulates Kevin West and Roses of Silverbell for their grant award of \$1550 from Genisys Credit Union and the Main Street Oakland County program.

NOTE: Theresa Doan from Genisys Credit Union will present the check to Kevin West with Roses of Silverbell. John Bry, of MSOC, may also say a few words. Matt Gibb and Janet Bloom of the Lake Orion DDA plan to be in attendance.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: 04/22/2024

TOPIC AED Donation by VFW

BACKGROUND BRIEF:

Brief presentation from Interim Chief Lindberg in regards to how the AED was donated by the VFW for the Lake Orion Police Department.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Receive and File Correspondence from Cory Johnston dated February 20, 2024, regarding DDA Budget

BACKGROUND BRIEF:

Council is scheduled to receive and file the correspondence from Cory Johnston dated February 20, 2024, and received by Village Council on April 12, 2024, regarding the DDA Budget.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To receive and file the correspondence from Cory Johnston dated February 20, 2024, and received by Village Council on April 12, 2024, regarding the DDA budget.

DDA February 20, 2024 Meeting - Public Comments

I will not be able to attend the meeting in person and based on the past policies of the Board, I will not be allowed to make comments on specific agenda items when they are presented, contrary to what is implied by the agenda for addressing the DDA Board. In addition, the budget as presented cannot be adequately addressed in the limited time generally allowed, even though no time limit is specified. For these reasons, I am putting my comments in writing.

The January 30, 2024 Special Meeting Minutes (Packet Pg. 18) state that there was to date \$12,425.98 spent on attorney fees, presumably to try and stop the vote on the citizen petition to amend the DDA funding. The legal procedure failed but the actual vote went in favor of the DDA therefore these costs served no public purpose and were decided in closed meetings. These taxpayer funded expenses were unknown to the public as you attempted to stop a constitutional right to petition the government. Based on the financial information provided for this meeting (Packet Pg. 90 and 100), the entire legal budget amount has now been used even though there are five more months in the fiscal year. Assuming the DDA follows Michigan law for accounting purposes, this means no legal matter can be addressed by the DDA attorney until a budget amendment is made as funds need to be budgeted prior to incurring costs.

Related to this is that the proposed budget information does not reflect the legal costs to date showing an activity of only \$5,340 (Packet Pg. 107) versus the actual of \$16,484.14 with the current billing which happens to be the exact amount of the available balance of \$662.39 (Packet Pg. 90 and 100).

The proposed budget is the most troubling and something I have been following since first presented with the hope that someone on the board or within the Village government would comment on prior to any final approval. The budget, as presented, has the mandatory bond payment coming from as of yet non-existent funds derived from Capital Campaign Fundraising (Packet Pg. 114) and declares the "This fund is balanced" (Packet Pg. 104) even though balanced by a fictional non-existent amount equal to the bond payment. Meanwhile, costs for programs and other expenses are significantly increased which means funds will not be available to make the mandatory bond payment if adequate fundraising does not occur. You will certainly recall that the approval of the bond was predicated on the DDA having adequate secured funds to pay basic operating expenses and the bond. It now appears you are not going to allocate those funds in the manner you are legally required to do.

I have other concerns about the proposed budget as noted in the attached partial copy of the meeting information. The Lumberyard plan and cost is still unknown, undefined, and unapproved. The Executive Director who headed up the bond and property purchase is gone, the architect that did the planning and design is no longer with the firm you hired, and there is no known project manager or management team. Even the current use of the property is unknown and still signed as parking for Oat Soda. All of this at the taxpayer's expense. The status of the downtown trash enclosures is not stated, has undefined construction, unknown cost, an undefined approval process and requirements, and an unknown process for implementation. My previous comments on bidding policy and information for this project remain unaddressed while trash remains in the public view, in the public right of way, and in violation of the Village Zoning Ordinance requirements.

I don't expect a response, but I did want my concerns to be on the record.

C. W. Johnston

Cory Johnston, PE
108 Evergreen Trail
Lake Orion, Michigan

- Increased funds to build dumpster enclosures in all quadrants including the gateway property. **Funds are inadequate based on previous bidding and bid documents are at best vague. What is the status of current bid?**
- Ridgeline lighting and Spanner lights on building near main intersection
- Façade grants for business and property owners in Downtown Lake Orion
- Increased funds for marketing and the marketing contracts
- Matching funds for potential grants the DDA may apply for
- Funds for Interns and other contractual staff
- Funds for public art and Historic building signs
- More holiday lights and fall décor.

301 Fund, Downtown Development Bond Project 2023: This fund is balanced. The DDA worked with the VLO Finance Director to develop the proper GL numbers for this fund. The initial budget includes a capital campaign goal which matches the annual bond payment. The LO Gateway Committee has discussed offering naming rights and private developer public benefit to help reach this goal. Additionally, the DDA Board voted to request a tech visit paid for by MSOC for additional fundraising assistance. Tim Colbeck, MSOC, has provided an initial quote for this tech visit for review.

How do you provide a "balanced" budget based solely on non-existent funding? The funds do not currently exist to make the mandatory bond payment while additional funds are budgeted for programs.

404 Fund, DDA Property Acquisition and Improvements: This fund shows no activity for the upcoming fiscal year. Director M. LaLone recommended identifying a specific gateway project for which to use the funds. Per PA 57 of 2018, funds are not meant to sit, but instead to be used for public benefit.

No property acquisition or existing property improvements are planned for the upcoming budget year?

Recommended Motion 1:

To approve the fy 2024-2025 DDA Budget, as presented, and forward to the Village of Lake Orion Council for review and approval.

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY ESTIMATED REVENUES											
Dept 000 - REVENUE											
							80/20 bond	1.00%	1.00%	1.00%	Projection increase (1%) per Oak Cty Equalization Best Practice
248-000-402-000	Property Tax - Current Real	304,910	322,661	658,713	934,065	903,236	912,268	921,391	930,605	939,911	Tax rebate for 120 S. Broadway (PA210) until 2030, Land Bank payment from taxes until 2025, Property sales affect tax income
248-000-402-100	Property Tax - Twp DDA Capture	344,763	372,527	392,840							
248-000-405-000	Property Tax - Personal										
248-000-412-000	Property Tax - DPPT P/Y & C/Y	866	678	(3,397)	972						
248-000-441-000	Local Community Stabilization Share T	18,059	8,128	8,015	10,094	10,000	10,000	10,000	10,000	10,000	
248-000-445-000	Penalties & Interest on Taxes	2,063	2,113	2,022	0	2,000	2,000	2,000	2,000	2,000	
248-000-539-000	State Grants	5,000	32,418	3,688	2,813	109,028	?				MSOC, MEDC, etc
248-000-582-000	Intergovernment - Police	81,030	95,649	87,764	15,927						
248-000-664-000	Interest Earned	7,068	2,482	2,297	4,973	2,500	2,500	2,500	2,500	2,500	
248-000-671-999	Appropriation from Fund Balanc					107,459	?				\$20,000 for facade grant
248-000-673-000	Sale Of Fixed Assets				0						
248-000-681-000	Reimburse - Insurance Claims				12,465						insurance payment for street light damage
248-000-683-000	Reimbursements-Other	6,500			10,000						
248-000-685-000	Sponsorships	7,000	17,210	17,283	38,750	102,400	?				as of 23-24 on: goal to cover expenses for departments Economic Vitality and Promotion minus Trolley, see below minus contract for grant writing, see above
248-000-685-100	Transportation sponsorship				16,183	28,000	28,000	28,000	28,000	28,000	100% sponsorship for Trolley
248-000-686-000	Downtown Events				19	20,000	18,500	18,500	18,500	18,500	fundraising beyond event budget
248-000-686-002	Flower Fair Revenue	(8)	2660								
248-000-686-003	New Year Resolution Run Revenue										
248-000-686-004	OktoberFest Revenue			13,309	20,361		1,500	1,500	1,500	25,000	Oktoberfest on hold until property can be used. Trolley pub crawl income is here too.
248-000-686-005	Babes On Broadway										
248-000-686-006	Electrical Vehicles				16		500	500	500	500	
248-000-687-000	Merchandise Sales	25	1255	3,563	195	10,000	?	1,000	1,000	1,000	
248-000-688-000	Gift Certificate Sales	1,000	21913	20,900	3,425	5,000	?	500	500	500	
248-000-694-000	Miscellaneous	1,874	40	3,786	683						
248-000-696-000	PROCEEDS FROM THE SALE OF BC	500,000									
Totals for dept 000 - REVENUE		1,280,150	879,734	1,210,783	1,070,941	1,299,623	976,768	985,891	995,105	1,027,911	

IS THIS BUDGET OR ACTIVITY FOR THE YEAR?

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DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
TOTAL ESTIMATED REVENUES		1,280,150	879,734	1,210,783	1,070,941	1,299,623	976,768	985,891	995,105	1,027,911	

Why such a large difference between budget revenue? Is 2023-2024 actual or only budget?

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
APPROPRIATIONS											
Dept 260 - GENERAL ACTIVITIES											
248-260-701-000	Wages	54,449	55,386	55,602	56,354	60,248	65,000	67,145	69,361	71,650	full time director salary (with COLA)
248-260-704-000	Wages - Administrative Coordinator	12,664	14,719	24,068	18,680	36,000	36,000	37,188	38,415	39,683	\$22/hour, up to 32 hours weekly
248-260-706-000	Wages - Event Coordinator	13,707	14,117	22,633	23,842	33,280	36,000	37,188	38,415	39,683	\$22/hour, up to 32 hours weekly
248-260-707-000	Wages - Grounds Coordinator	2,038	1,782	1,255	792	5,000	5,400	5,400	5400	5400	May - August, \$18/hr 20 hours weekly
248-260-715-000	Social Security	5,886	6,579	7,929	7,601	9,688	10,657	11,722	12,895	14,184	full time director benefits
248-260-716-000	Health Insurance- Medical	5,865	5,500	6,828	6,698	7,200	7,920	8,712	9,583	10,542	full time director benefits
248-260-717-000	Life & Disability Insurance	911	1,070	971	927	1,200	1,320	1,452	1,597	1,757	full time director benefits
248-260-718-000	Dental Insurance	472	463	489	480	700	770	847	932	1,025	full time director benefits
248-260-719-000	Pension	3,782	3,561	636	5,003	5,120	5,632	6,195	6,815	7,496	full time director benefits
248-260-721-000	Vision Care	96	108	107	100	130	143	157	173	190	full time director benefits
248-260-722-000	Worker's Comp. Insurance	Increase in costs for DDA staff but no budgeted increase for police, DPW, and administrative?									
248-260-801-000	Contractual Services - general		1,599			15,000	20,000	20,600	21,218	21,855	Interns (\$5,000/qtr) & Interim Staff
248-260-801-002	Contr Services-Police Dtn Law Enforce	81,030	85,429	60,000	60,000	60,000	60,000	60,000	60,000	60,000	Change to original approval
248-260-801-003	Contract Services-DPW maintenance	31,200	31,200	26,196	30,000	30,000	30,000	30,000	30,000	30,000	Change to original approval
248-260-801-004	Contractual Services - administrative	1,739	66,738	68,004	70,000	70,000	70,000	70,000	70,000	70,000	Change to original approval
248-260-801-005	Contractual Services - Township			2,700	2,700	2,700					Change to reflect costs
248-260-801-012	Contr Services-Police Dtn parking & Code enforcement			20,004	21,000	21,000	21,000	21,000	21,000	21,000	Change to original approval
248-260-801-022	Contr Services-Police Crowd Control			9,996	20,000	20,000	20,000	20,000	20,000	20,000	Change to original approval
248-260-801-023	Contract Services-DPW event support			5,004	10,000	10,000	10,000	10,000	10,000	10,000	Change to original approval
248-260-801-033	Contract Services-DPW snow removal			12,000	15,000	15,000	15,000	15,000	15,000	15,000	Change to original approval
248-260-805-000	Audit Fees	2,200	1,839	1,560	1,545	2,000	2,000	2,000	2,000	2,000	Shared cost with VLO
248-260-810-000	Legal Services	3,152	4,364	6,868	12,132	5,340	5,000	5,000	5,000	5,000	Mr. Davis, legal counsel
248-260-823-000	Website/Software	2,645	5,862	4,968	6,706	6,000	6,000	6,000	6,000	6,000	downtownlakeorion.org
248-260-823-001	Municipal Software	3,599	1,249	4,035	1,248	5,000	5,000	5,000	5,000	5,000	Minutetrace, BS&A etc shared cost with
248-260-829-000	Planner Services	14,074			950	5,000	5,000	5,000	5,000	5,000	
248-260-851-000	Telephone	3,362	2,535	3,452	3,247	3,500	3,535	3,570	3,606	3,642	To reflect increase in cost
248-260-900-000	Printing and Publication	82	76	90	182	100	100	100	100	100	
248-260-920-000	Utilities	3,734	3,004	3,084	3,922	4,000	3,500	3,535	3,570	3,606	To reflect increase in cost utility bill plus light pole replacement (from fund balance as needed)
248-260-921-000	Municipal Street Lighting	20,039	7,645	6,782	28,967	6,500	6,500	6,565	6,631	6,697	Office Related
248-260-930-000	Repair and Maintenance	270	438	1,092	705	0	500	500	500	500	DDA Office Maintenance
248-260-930-002	Building Maintenance			47	1,019	0	500	500	500	500	
248-260-940-000	Equipment Rental				70	0	0	0	0	0	
248-260-941-000	Office Rent	12,000	12,000	12,000	12,000	12,000	15,000	15,000	15,000	15,000	New contract 24-25, recommend three year lease if possible

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2023-2024 Legal Services amount does not agree with financial information

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
248-260-942-000	Office Expenses	3,468	3,550	5,689	4,979	4,000	5,000	5,050	5,101	5,152	
248-260-946-000	Credit Card Fees	477	168	65	9	100	50	50	50	50	for when DDA is paying cc fees from VLO instead customer
248-260-956-000	Dues & Miscellaneous	3,096	1,257	947	1,036	1,500	1,545	1,560	1,576	1,592	MDA, MSA, Chamber,
248-260-957-000	Education & Training	4,811	2,359	4,379	8,784	1,000	5,000	5,050	5,101	5,152	Main Street Now, MDA, Oak Cty
248-260-958-000	General Activities Misc	1,017	1,186	168	739	150	150	150	150	150	
248-260-961-000	Tax Tribunal Refunds										from Fund Balance if needed
248-260-962-000	Mileage	266	7	794	1,537	500	1,500	1,500	1,500	1,500	
248-260-965-101	Transfer Out - General Fund	66,738		120,000							
248-260-965-401	Transfer to Capital Imp Fund										
248-260-965-404	Transfer Out - DDA Property Acq Fund		14,250		110,000	157,500					2020 Parking Debt Service transfers to 404-000-699-248. Final payment paid August 17, 2023
248-260-974-000	Capital Outlay - Equipment	32	260	1,587	1,174	1,500	2,000	2,020	2,040	2,061	computer equipment upgrades
Totals for dept 260 - GENERAL ACTIVITIES		358,901	350,300	502,029	550,128	617,956	482,722	490,758	499,228	508,165	

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28		
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes	
Dept 725 - ORGANIZATION												
248-725-822-000	Newsletter	509	984	1,125	817	1,800	1,800	1,800	1,800	1,800	snapretail, flowcode, canva volunteer appreciation luncheon and other recognition Consider offering limited time offer dbi redemption to businesses Orion Historical Society building signs research and website info. Chamber luncheon, job advertisements, other board and committee related expenses MSOC and MSA pass through Shop OC Main Streets E-commerce merch	
248-725-824-000	Volunteer Recognition & Dvp.	1,129	41	373	0	0	1,000	1,010	1,020	1,030		
248-725-825-000	Gift Certificate Redemption	2,900	15,270	29,601	9,365	5,000	5,000	5,000	5,000	5,000		
248-725-826-000	Historic Celebration/Education				1,588	500	2,500	2,525	2,550	2,576		
248-725-827-000	Awareness Program	942	400	1,209	1,637	1,200	1,500	1,515	1,530	1,545		
248-725-864-000	Grant & Scholarship Distriubution		32,011	1,188	1,000	0		0				
248-725-881-000	Merchandise to Sell	1,140	46	137	75	500	5,000	5,050	5,101	5,152		
Totals for dept 725 - ORGANIZATION		6,620	48,752	33,633	14,482	9,000	16,800	16,900	17,001	17,103		
Dept 726 - DESIGN												
248-726-745-000	Beautification Supplies	1,484	1,796	1,302	1,574	1,500	1,500	1,515	1,530	1,545		Main Intersection urns
248-726-746-000	Hanging Baskets		4,652		3,353	3,400	3,502	3,537	3,572	3,608	Summer flower on streetlights	
	To be added						1,500	1,515	1,530	1,545	September - October decorations to complement Oxford's Scarecrow Festival. Piechnik's is a likely sponsor/supplier	
248-726-801-000	Contractual Services	1,625	3,555	2,285	5,172	5,200	5,252	5,305	5,358	5,411	cleaning: office and pub restroom at fire hall	
248-726-843-000	Facade Program	20,150			0	7,800	25,680	45,419	36,186	28,552	Façade grant offered to businesses at Max \$20,000 per grant	
248-726-845-000	Public Art Program			780	2,250	0	5,000	5,050	5,101	5,152	Window art, mural, matching funds for art related grant	
248-726-883-000	Banners and Holiday Lighting	30,685	3,881	9,962	9,639	6,600	10,000	50,000	50,500	51,005	purchase light, installation, banners, and sponsor offset. Recommend 3 year contract. Added funds for spanner and ridgeline lights	
248-726-975-001	Capital Outlay - Beautification	8,247	4,557	253	473		5,000	5,050	5,101	5,152	adopt a garden program, MSOC grant received, piechnik's supplier	
248-726-975-002	Capital Outlay - Streets					0	500	505	510	515	Parklet creation, park benches, trash cans, cigarette urns	
Totals for dept 726 - DESIGN		62,191	18,441	14,582	22,461	24,500	57,934	117,896	109,387	102,485		

substantial increase

G:\Budget\FY 2024-25\DDA Budget 24-25 initial dec 23

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
Dept 728 - ECONOMIC DEVELOPMENT											
248-728-801-000	Contractual Services				5,563	34,500	34,500	34,500	34,500	34,500	G&G Grant services
248-728-802-000	Trolley Expense				28,064	28,000	28,000	28,000	28,000	28,000	Daily costs plus Maintenance paid through sponsorship then remaine split 50/50 Oxford/LODDA
248-728-861-000	Survey Expense				0	0	468	473	477	482	Survey Monkey ind plan Advantage Annual
248-728-862-000	Training Materials	817			457	0	1,500	1,515	1,530	1,545	Volunteer handbook, DDA Board handbook, other training/reference materials
248-728-864-000	Grant & Scholarship Distriubution	14,544	10				15,000	15,150	15,302	15,455	Pass Through for third party Grants awarded to dtn businesses and DDA funds to fulfill match requirements for grants applied for by DDA
248-728-886-000	Marketing Materials	4,113	1,575		1,325	0	1,500	1,515	1,530	1,545	used to be prosper mag, now E-commerce fee
248-728-886-001	Blight Reduction				0	0					
248-728-886-002	Social District		175	1,731	3,390	1,000	750	750	750	750	Fire wood, fire pits, propane, etc.
248-728-888-000	Brand Marketing	21,795	31,564	16,090	28,976	20,000	50,000	50,500	51,005	51,515	Banners, Signs, Graphics, news ads, media boosts, direct mail, Orion Living Mag, event related marketing,etc
248-728-888-001	Contractual Services Brand Marketing	21,000	18,320	17,748	29,545	29,700	75,000	75,750	76,508	77,273	Hudson Marketing - contract ends 6/30/2023. recommend adding crisis communication in addition to normal branding and a Pay to Play option for Businesses based upon frequency requested
Totals for dept 728 - ECONOMIC DEVELOPMENT		62,269	51,644	35,569	97,320	113,200	206,718	208,153	209,602	211,065	

substantial increase

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
Dept 729 - PROMOTION											
248-729-880-000	Event Promotion	1,038	17,898	2,655	1,796	500	2,500	1,000			Pop-up events
248-729-880-001	Event Promo - Gazebo Series	7,726	7,152	13,389	17,342	10,000	10,000	10,000	10,000	10,000	LOLive! 7 concerts, July 10 to August 28. Partial Sponsor by 20 Front Street
248-729-880-004	Event Promo - Halloween Parade	1,003	2,373	2,848	2,015	2,500	2,500	2,525	2,550	2,576	Halloween Extravaganza
+	Event Promo - Hmtwn/Holiday Vill	6,620	1,019	11,204	8,215	8,500	7,500	7,575	7,651	7,727	Horse & Carriage rides, Shop Small Sat
248-729-880-006	Event Promo - New Years Res. Run					0	0	0			
248-729-880-007	Event Promo - Flower Fair	1,084				0	0	0			
248-729-880-008	Event Promo-Photo Contest					0	250	50	50	50	
248-729-880-009	Event Promo-Lake Orion Love Shop to Win				0	0	0	0			
248-729-880-010	Babes On Broadway	372					0	0			
248-729-880-011	Restaurant week					0	2,500	2,525	2,550	2,576	ticketed event has giveaway and branded print materials for the restaurants (table tents, menus)
248-729-880-012	Sing & Stroll Tree Lighting	28	999	1,470	12,212	12,000	12,120	12,241	12,364	12,487	Production Co, marshmallow roasting supplies, Cocoa cups, candy canes. Once property is available for use, production may cost less.
248-729-880-013	Stronger together Winter		2400	3,629	682	600	2,500	2,525	2,550	2,576	letterboxing, passport
**248-729-880-014	Octoberfest			11,350	22,704		2,500	2,525	2,550	20,000	#ST trolley crawl (ticketed) until property can be used for full event. Free gift with purchase of ticket.
**248-729-880-015	Winter Activities			10,219	8,618	10,200	15,000	15,150	15,302	15,455	IceFest
248-729-880-016	Athletic Events - other					0	2,500	2,525	2,550	2,576	May Fitness month and July summer event
248-729-880-017	Movie Night				2,044	1,700	3,500	3,535	3,570	3,606	
248-729-880-100	Stronger Together -smr and fall				351	3,500	5,000	5,050	5,101	5,152	Giveaways for the following ticketed events: OktoberFest Trolley Crawl stein = \$1,250 plus costs for scavenger hunts or retail events during events like jubilee and dragon on the lake (both close roads)
248-729-885-000	Port-A-Johns	180		310	2,125	2,200	5,000	5,050	5,101	5,152	in children's Park May to Nov and additional at gateway property
248-729-895-000	Event Promo-Comm. Sponsorships	250	250	500	43	0	0	0	0	0	
Totals for dept 729 - PROMOTION		18,301	32,091	57,574	78,147	51,700	73,370	72,276	71,888	89,931	

substantial increase

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
Dept 730 - CAPITAL PROJECTS											
248-730-253-885	Knox Box Grant Program										
248-730-885-100	Knox Box Grant Program		2,680		0	4,000	4,000	5,000	6,000	10,000	Orion Twp Fire Dept collaboration for public safety
248-730-931-000	Repair & Maintenance-Equipment	2,235	999		3,146			0	0	0	
248-730-965-101	Transfer Out - General Fund	29,000	29,000	19,333							
248-730-965-301	Interfund TRF 2023 DDA Bond Project					422,709		0	0	0	Bond paid through 301 fund
248-730-965-404	Transfer Out - DDA Prop Acq Fund	35,000			104,178						Used to pay other debt, currently no other debt
248-730-965-592	Transfers To Water/Sewer Fund	124,800			0						Used to pay other debt specifically from VLO
248-730-975-000	Capital Outlay				387	23,969	53,075	37,584	44,494	51,474	for Village use within district (TIF Rev minus \$871,279)*.75 plus funds unused at end of current fiscal year. But also correct for TIF revenue at end of year for the unused funds
248-730-975-003	DDA Capital Outlay	4,419	5,271	2,324	2,521	5,000	5,150	5,305	5,464	5,628	Shared Lease payments: Caruso, 115 S. Broadway, Anderson/Flint lot, LO Community Schools
248-730-975-005	DDA Capital Outlay - Wavfinding/Lighting	1,050			39,266	0	0	0	0	0	
248-730-975-006	DDA Capital Outlay - Parking	544,374	32,903	1,056	251,182	0	0	0	0	0	Maintenance of lots
248-730-975-009	Capital Outlay - Dumpsters			155	0	30,000	75,000	30,000	30000	30000	Dumpsters in each quadrant of downtown and 1-2 on new property
248-730-975-011	Capital Outlay - Trail Extensi					10,000	2,000	2,020	2,040	2,061	Trail connector, bike lot, and fix it stations maintenance
248-730-975-015	Capital Outlay - Outdoor Sound				0						
248-730-975-020	Capital Outlay Parks & rec				25,705						
248-730-992-000	Bond Principal		120,000								
248-730-995-000	Bond Interest		14,900								
Totals for dept 730 - CAPITAL PROJECTS		740,878	205,753	22,868	426,385	495,678	139,225	79,909	87,998	99,162	#REF!
TOTAL APPROPRIATIONS		1,249,160	706,981	666,255	1,188,923	1,312,034	976,769	985,891	995,105	1,027,911	matches 248-000-671-999
NET OF REVENUES/APPROPRIATIONS - FUND 248		30,990	172,753	544,528	(117,982)	(12,411)	(0)	0	0	(0)	
BEGINNING FUND BALANCE		354,248	387,237	559,269	638,446	520,464	508,053	508,052	508,052	508,053	
FUND BALANCE ADJUSTMENTS		1,998									

? 75,000
status?
? 2,000

7.2.a

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
ENDING FUND BALANCE		387,236	559,269	638,446	520,464	508,053	508,052	508,052	508,053	508,052	fund balance uses the cents we don't show to round up or down. Calcululations are based upon percentages.

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023											
											To be developed with input from finance director
											Fund 301 - Bond issuance 6/29/23
Revenues											
Dept 000 - REVENUE											
301-000-300-001	2023 Downtown Dev Tax Exempt					-					
301-000-300-002	2023 Downtown Dev Taxable Bond					-					
301-000-664-000	Interest Earnings					1,000	800	640	512	410	less interest as funds are spent
301-000-671-999	Appropriation from Fund Balance						500,000	500,000	500,000	444,950	disbursement of bond revenue
ADD	Capital Campaign Fundraising						419,709	420,721	421,333	423,115	Equal to total bond payments
301-000-699-301	TRF in from DDA					-					Transfer from 248-730-965-301
Total Dept 000 -	Revenue					1,000	920,509	921,361	921,845	868,475	
TOTAL REVENUES						1,000	920,509	921,361	921,845	868,475	
Dept 901-905											
301-901-930-000	Repair and Maintenance										What happens if this amount is not raised?
301-901-950-000	Demolition & Land Improvement					300,000	500,800				What is not going to be done?
301-901-956-000	Dues & Miscellaneous					0					What if available funds have already been spent when the bond payment is due?
301-901-971-000	Capital Outlay - Buildings					2,200,000			500,512		
ADD	Capital Outlay - Parking							250,640			
ADD	Capital Outlay - Infrastructure							250,000		445,360	
Total Dept 901-905						2,500,000	500,800	500,640	500,512	445,360	
Expenditures											
Dept 905 - Downtown Dev Bond 2023											
301-905-301-000	Bond Issuance Expenses					0	-	-			
301-905-731-000	2023 Bond Taxable Issuance					1,000					
301-905-731-001	2023 Tax exempt Bond Issuance					1,000					
301-905-992-003	2023 DDA bonds Taxable					75,000	60,000	60,000	65,000	70,000	
301-905-992-004	2023 DDA BONDS TAX EXEMPT					180,000	150,000	160,000	165,000	170,000	
301-905-993-001	2023 DDA bond taxable interest					62,000	76,909	73,921	70,933	69,315	
301-905-993-002	2023 DDA tax exempt bond interest										
						106,000	132,800	126,800	120,400	113,800	
Total Dept 905 - Downtown Dev Bond 2023						425,000	419,709	420,721	421,333	423,115	This is a mandatory payment prior to paying anything else.
TOTAL EXPENDITURES						2,925,000	920,509	921,361	921,845	868,475	
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:											

7.2.a

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
GL NUMBER	DESCRIPTION										
TOTAL REVENUES						1,000	920,509	921,361	921,845	868,475	
NET OF REVENUES & EXPENDITURES						(2,924,000)	0	0	0	(0)	
BEG. FUND BALANCE					4,944,950	4,944,950	2,020,950	1,520,950	1,020,950	520,950	
Adjustment to fund balance							(500,000)	(500,000)	(500,000)	(444,950)	removing appropriation from fund balance shown in revenue
END FUND BALANCE					4,944,950	2,020,950	1,520,950	1,020,950	520,950	75,999	

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
Fund 404 - DDA PROPERTY ACQUISITION & IMPROVEMENTS											
ESTIMATED REVENUES											
Dept 000 - REVENUE											
404-000-664-000	Interest Earnings	138	138	162	150	150	0	0	0	0	
404-000-699-248	Interfund Transfer In - DDA	35,000	14,250	120,000	214,178	483,750	0	0	0	0	transfer from 248-260-965-404
Totals for dept 000 - REVENUE		35,138	14,388	120,162	214,328	483,900	0	0	0	0	
TOTAL ESTIMATED REVENUES		35,138	14,388	120,162	214,328	483,900	0	0	0	0	
No property improvements for the next 4 years?											
APPROPRIATIONS											
Dept 901 - CAPITAL OUTLAY											
248-901-971-000	Capital Outlay - Building					168,750	0	0	0	0	
404-901-901-000	Debt Service - Parking Deck					300,000	0	0	0	0	Debt Service - Road improvements
404-901-992-000	Bond Principal			100,000	300,000	15,000	0	0	0	0	Interest - Road Improvements
404-901-995-000	Bond Interest			12,500	10,000		0	0	0	0	
Totals for dept 901 - CAPITAL OUTLAY				112,500	310,000	483,750	0	0	0	0	
TOTAL APPROPRIATIONS				112,500	310,000	483,750	0	0	0	0	
NET OF REVENUES/APPROPRIATIONS - FUND 404		35,138	14,388	7,662	(95,672)	150	0	0	0	0	
BEGINNING FUND BALANCE		165,286	200,424	214,812	222,474	126,802	126,952	126,952	126,952	126,952	
Fund Balance Adjustments											
ENDING FUND BALANCE		200,424	214,812	222,474	126,802	126,952	126,952	126,952	126,952	126,952	

DDA Budget	2023-2024	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	Board Request	PROJECTION	PROJECTION	PROJECTION	Notes
ALL FUNDS - 248, 301 AND 404											
ESTIMATED REVENUES - ALL FUNDS		1,315,288	894,122	1,330,945	1,285,269	1,784,523	1,897,277	1,907,252	1,916,950	1,896,386	
APPROPRIATIONS - ALL FUNDS		1,249,160	706,981	778,755	1,498,923	4,720,784	1,897,278	1,907,252	1,916,950	1,896,386	
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		66,128	187,141	552,190	(213,654)	(2,936,261)	(0)	0	0	(1)	
BEGINNING FUND BALANCE - ALL FUNDS		519,534	587,661	774,081	860,920	5,592,215	2,655,954	2,155,953	1,655,954	1,155,954	
FUND BALANCE ADJUSTMENTS - ALL FUNDS		1,998	0			0	(500,000)	(500,000)	(500,000)	(444,950)	
ENDING FUND BALANCE - ALL FUNDS		587,660	774,081	860,920	5,592,215	2,655,954	2,155,953	1,655,954	1,155,954	711,003	

This is predicated on raising an additional \$420,000 every year. Those funds do not exist and there is no guarantee they ever will making this budget make believe and putting the public at risk for the DDA's actions.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Parks and Recreation Committee Term Appointments

BACKGROUND BRIEF: The Parks & Recreation Advisory Committee consists of four Village residents and one Council Member appointed by Council. Terms are two years and members are appointed by Council.

Jody Hand, Vice Chair, term expired on March 31, 2024 and she has agreed to serve another term which would expire March 31, 2026.

Erin Crane, committee member, term expired on March 31, 2024 and she has agreed to serve another term which would expire March 31, 2026.

Cristy Garbacik, Secretary, term expired on March 31, 2024 and she has agreed to serve another term which would expire March 31, 2026.

RECOMMENDED MOTION:

Motion #1: To re-appoint Jody Hand to a two year term, Vice Chair on the Parks and Recreation Advisory Committee with the term to expire on March 31, 2026.

Motion #2: To re-appoint Erin Crane to a two year term on the Parks and Recreation Advisory Committee with the term to expire on March 31, 2026.

Motion #3: To re-appoint Cristy Garbacik to a two year term, Secretary, on the Parks and Recreation Advisory Committee with the term to expire on March 31, 2026.

Village of Lake Orion Parks and Recreation Advisory Committee
Regular Meeting: Tuesday, March 19, 2024 6:30 p.m.

1. Call to Order by the Chairperson

The Tuesday, March 19, 2024 Regular Meeting of the Village of Lake Orion Parks and Recreation Advisory Committee was called to order at Village Hall by Rosemary Ford at 6:40pm.

2. Roll Call and Determination of Quorum

Present: Chairperson: Rosemary Ford
 Vice Chairperson: Jody Hand
 Secretary: Cristy Garbacik
 Member: Erin Crane
 Council Member: Teresa Rutt

Absent: None

Vacancies: None

Also in attendance: DPW employee Jose Licea

3. Approval of Minutes

Meeting Minutes – Feb. 28, 2024

By Erin Crain,

RESOLVED: That the regular minutes of the February 28, 2024 meeting of the Parks & Recreation Advisory Committee be approved.

Seconded by Cristy Garbacik and adopted: AYES: 5; NAYS: 0; ABSENT: 0.

4. Call to the Public

Kathryn Kennedy (arrived around 8:00pm once the DDA meeting adjourned)

Comments and concerns about Orion Township’s Master Plan specifically with building too close to the wetlands and road improvements. The committee explained the Village is a separate entity and we have our own Village of Lake Orion Master Plan.

5. Approval of Agenda

By Cristy Garbacik,

RESOLVED: To approve the Agenda of the Tuesday, March 19, 2024 Parks and Recreation Advisory Committee with the adoption of 7E Oakland County Grants and adjusting our next meeting to April 16.

Seconded by Jody Hand and adopted AYES: 5; NAYS: 0; ABSENT: 0.

6. Pending Business

A. Parks Maintenance.

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

Added:

-Children’s Park – Picnic table seat cracked (close to parking lot).

-Children’s and Meek’s Parks - Grant plaque installed per Master plan grant application.

Removed:

-Children’s Park – DPW Removed trees by horseshoes.

B. Budget Review

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

Added:

- DPW – Assigned DPW maintenance employee to facilitate grounds daily.
- Children’s and Meek’s park – Bank Stabilization
- Green’s Park – Retaining wall
- Children’s Park – Bridge

7. New Business

A. Committee Terms

Three motions were made to reappoint Jody Hand, Vice Chair, to a two-year term to Parks and Recreation Advisory Committee, term to expire 3/31/26. Furthermore to reappoint Erin Crane, to a two-year term to Parks and Recreation Advisory Committee, term to expire 3/31/26. Furthermore to reappoint Cristy Garbacik, Secretary, to a two-year term to Parks and Recreation Advisory Committee, term to expire 3/31/26.

By Teresa Rutt,

Seconded by Rosemary Ford and adopted AYES: 5; NAYS: 0; ABSENT: 0.

B. Green’s Park beach mat and trees

Rosemary contacted the Daisy Project who offered a beach mat at Green’s Park. The ADA Mobi Mat only comes on a straight cut, so the diagonal measurement needed to be reevaluated before paperwork could be submitted.

During our February meeting DPW director, Wes, offered to receive quotes on trees and bushes. This business has been delayed due to DPW approval of purchasing. The previous motion from August, requesting council to approve the purchase of trees and bushes for the parks, came back with Darwin McClary requesting we work with DPW to prepare a schematic of the proposed planting and cost estimate report. This would be required before the consideration of the motion be approved. The previous motion recommended...

Green’s Park – One Sugar Maple tree (about \$500) to replace pine tree north of the U dock and closer to the water edge.

Children’s Park – One River Birch tree (between \$250-625 depending on size) to replace the fallen tree on the north side of the Paint Creek by Cookies and Cream. One Sugar Maple tree (about \$500) to support bank stabilization on the south side of the Paint Creek by the gazebo. Three Spirella bushes (about \$50 each) to landscape next to the red slide to reduce erosion.

C. Atwater basketball court

Our Lake Orion Village Parks Maintenance and possible budget items includes the replacement of Atwater’s basketball court. Additionally, Cristy suggested replacing Swiss Village’s basketball court and creating a basketball court in Unger Park. Wes suggested contacting Birmingham Seal Coat for a quote of 4”. Additionally, contacting the DDA’s new assistant Janet B. as she mentioned having ideas for grants in this area. Erin volunteered to measure Atwater’s basketball court and contact Birmingham.

D. Pedal Boat bus parking

This item was tabled due to needing more clarity of information from the Pedal Boat Pub.

E. Oakland County Grants

Rosemary Ford received and sent email material from Shanna LaBair with Oakland County Parks. She shared information about RAPP (Recreation Assistance Partnership Program) which is a grant system. The program can provide mobile recreation units and/or nature education offerings.

8. Reports

A. Master Plan Update

Darwin McClary received an email on March 5, 2024 from Merrie Carlock of the Michigan Department of Natural Resources (DNR) declaring our five-year recreation/master plan has been approved. 3 – Grant plaque installed per Master plan grant application (Program recognition #) – Darwin/Wes

B. Paint Creek Bank Stabilizing Options

Teresa discussed with Wes (DPW) with reaching out to Carol in Engineering to receive approval for Coir logs to be placed at anytime regardless of the permanent stabilization options based on the grant. Especially along the Paint Creek in Children’s Park close to the gazebo and in Meek’s Park where the erosion is close to the sidewalk. Teresa will discuss with Darwin our application with the Community Development Block Grant (CDBG).

9. Items to Be Placed on Next Agenda

Pending Business

Parks Maintenance

Budget Review

New Business

Green’s Park beach mat and trees

Atwater basketball court

Pedal Boat bus parking

Oakland County Grants

Reports

Paint Creek Bank Stabilization

10. Date of Next Meeting

Tuesday, April 16, 2024 at Children’s Park.

11. Committee Member Comments

Rosemary Ford sent thank you notes to the Sons of the American Legion for their monetary donation towards the basketball net at Atwater Park. Additionally, a thank you note was sent to Motor City Granite for their granite block donation for the recognition sign at Meek’s Park (by Oat Soda).

Rosemary Ford discussed the idea of adult fitness spaces. She suggested areas by Meek’s Parks and the future DDA lumber yard. She shared Game Time catalogs and pictures.

12. Adjournment

On a motion by Erin Crane, seconded by Rosemary Ford, the Parks and Recreation Advisory Committee Meeting adjourned at 8:35pm.

Rosemary Ford, Chairperson

Cristy Garbacik, Recording Secretary

Date Approved: as presented April 16, 2024.

Lake Orion Village Parks Maintenance Items

Updated Per March 19, 2024 Meeting

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

Children's Park

- 1 – Relandscape next to the red slide with spirella – Jody quotes at Sherwood / Wes DPW
- 1 – Replacement 2 trees for Children's Park – Jody contact Sherwood / Wes DPW
- 1 – Shorten pole with rules sign by parking lot
- 2 - Stones that create the walls are disintegrating
- 3 – North hill lack of grass (caused by bikes, etc.) and eroding – mulch and landscaping (bushes)
- 3 – Picnic table seat cracked (close to parking lot)
- 3 – Grant plaque installed per Master plan grant application (Program recognition 26-01692) – Darwin/Wes

Meek's Park

- 1 – Bank stabilization needed – eroding very close to sidewalk – Teresa/Darwin/grant – DPW/permit
- 2 - Weed garden and sign attached to granite block – Wes DPW/Rose
- 2 – Adjust placement of new sign from Atwater to new pedestrian bridge.
- 3 – Grant plaque installed per Master plan grant application (Program recognition 26-01497) – Darwin/Wes

Green's Park

- 1 - (5/26/15) East-West seawall repair is failing.
- 1 – Explore goose poop prevention methods
- 1 – Volleyball court and end of large slide needs sand
- 1 – Cleats need to be installed for new docks – ordered 4/23 (possible large plastic cleats would work)
- 1 – Repair and restore sprinklers to water lawn – (motion / DPW working on a quote)
- 1 – Verify locks for bathrooms – Teresa to check with Darwin
- 1 – Border around playground – maybe wood boarder like Unger (DPW plan to work on this by next week)
- 1 – Plant New Tree that won't kill grass - Jody quotes at Sherwood / Wes DPW
- 2 – Sign for park with rules, directional map, passes required, & “for park users only” – dock time limit?
- 2 – Directional map at park entrance – Riva to create and share
- 2 – Installing security video cameras for docks and outside bathrooms (funded with boat passes)

Swiss Village Park

- 3 – Border around playground
- 3 – Rubber mulch – requested by resident

Unger's Park

- 1 – Japanese Knotweed needs to be removed

Atwater Park

- 1 – Basketball court needs to be replaced
- 2 – Concerns about the increase of dog waste in the baseball field (Ordinance Chapter 96.09)

2023-2024 Possible Budget Items for Planning						
	Budget Item	Priority Level	Cost Estimate	Cost Actual	Notes	Voted & Agreed
1	Children's and Meek's Park - Bank Stabilization	High				
2	Atwater Park Basketball Court - 4"	High	\$6,000		One quote received, look into DPW cost	
3	DPW Assigned daily maintenance employee on grounds	High				
4	Green's Park Pavillion at SW of basketball court	High				
5	Green's Park Playground Borders	High				
6	Atwater Additional Swings	Medium	1200-1500			
7	Children's Additional Shade Sail(s) (1-3)	Medium	1200 each			
8	Green's Park Retaining Wall	Medium				
9	Children's Park Bridge	Medium				
10	Unger Park Basketball court	Medium				



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Approval of Village Council meeting minutes of April 8, 2024.

RECOMMENDED MOTION: To approve the April 8, 2024 meeting minutes as presented.



MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, April 08, 2024

7:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 8th, 2024 Village Council meeting was called to order at 7:30 PM.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT

- President Jerry Narsh
- President Pro Tem Teresa Rutt
- Council member Carl Cyrowski
- Council member Nancy Moshier
- Council member Stan Ford
- Council member Michael Lamb

ABSENT

- Council member Kenneth Van Portfliet

STAFF PRESENT

- Village Manager Darwin McClary
- Village Treasurer/Clerk Sonja Stout
- Interim Police Chief Tom Lindberg
- DPW Director Wes Sanchez
- Village Planning and Zoning Coordinator Gage Belko
- Deputy Clerk/Treasurer Lynsey Blough

MOTION made by President Narsh, Seconded by Council member Ford to exclude Council member Van Portfliet from the April 8th, 2024 Village Council meeting.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

4. Presentations

5. Call to the Public

Dominic Mocerri spoke.

6. Consent Agenda

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to approve the consent agenda.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

A. Receive Village Manager’s Proposed FY 2024-25 Budget and Schedule Budget and Truth-in-Taxation Public Hearing

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to receive the Village Manager’s Proposed FY 2024-25 Budget in accordance with Section 8.2 of the Village of Lake Orion Charter, schedule a budget and Truth-in-Taxation public hearing for Monday, May 13, 2024, at 7:30 PM, and to request that the Clerk/Treasurer publish the required public hearing notice.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

B. Approval of Chief of Police Job Description

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to approve the job description for the position of the Chief of Police as presented by the Village Manager.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

C. Lake Orion Fireworks Association 2024 Fireworks Display Permit Application

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to adopt Resolution No. 2024-020 approving the application for a public display of Fireworks from floating platforms secured in the waters of Lake Orion, with conditions, to be held on Saturday, July 6, 2024, with Sunday, July 7, 2024 as the rain date beginning at dusk (approximately 10:00 p.m.) on either day, submitted by Robert Krefski on behalf of the Lake Orion Fireworks Association (LOFA).

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

D. Receive and File FY 2024 Quarter 1 Village of Lake Orion Sewage Disposal Financial Report

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to receive and file the FY 2024 Quarter 1 Village of Lake Orion Sewage Disposal System Financial Report prepared and submitted by the Oakland County Water Resources Commissioner’s Office.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet
- MOTION:** Carried

E. Approval of Village Council meeting minutes of March 25, 2024.

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to approve the March 25, 2024 meeting minutes as presented.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet
- MOTION:** Carried

F. Receive and File March 2024 Police Department Activity Report

MOTION made by Council member Lamb, Seconded by President Pro Tem Rutt to receive and file the March 2024 Police Department Activity Report.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet
- MOTION:** Carried

7. Items Removed from the Consent Agenda

8. Approval of Agenda

MOTION made by President Pro Tem Rutt, Seconded by Council member Lamb to approve the agenda for the Monday, April 8th, 2024 Village Council Meeting as presented.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet
- MOTION:** Carried

9. Public Hearings

10. Financial Matters

A. Financial Statements-March 2024

MOTION made by President Pro Tem Rutt, Seconded by Council member Lamb to receive and file the financial reports for March 2024.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet

MOTION: Carried

B. Invoice Approval - April 8, 2024

MOTION made by President Pro Tem Rutt, Seconded by Council member Ford to approve the April 8, 2024 bills in the amount of \$82,338.52 of which \$3,521.15 are DDA bills for a net total of \$78,817.37 and to receive and file the DDA bills.

VOTING YEA: Narsh, Rutt, Cyrowski, Ford,

VOTING NAY: Moshier, Lamb

ABSENT: Van Portfliet

MOTION: Carried

11. Other Items

A. Second Reading and Adoption of Amendment to Village Code Section 130.001 - Garage Sale Permit Fees

MOTION made by President Pro Tem Rutt, Seconded by President Narsh to give second reading to, and adopt, Ordinance No. 6.24, which amends Village Code Section 130.001 SALES ON RESIDENTIAL PROPERTY; GARAGE SALES; and to request that the Clerk/Treasurer publish the required notice of the same.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

B. Orion Villas Condominium Review

MOTION made by Council member Ford, Seconded by President Pro Tem Rutt to approve the Orion Villas Condominium development as proposed and direct the applicant to record the necessary documents with the Oakland County Register of Deeds as soon as practicable.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

C. Peninsula Condominium Review

MOTION made by President Narsh, Seconded by Council member Cyrowski to approve the Peninsula Condominium development project as proposed and direct the applicant to record the necessary documents with the Oakland County Register of Deeds as soon as practicable.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

D. Peninsula Right-of-Way (ROW) License Agreement

MOTION made by President Pro Tem Rutt, Seconded by Council member Ford to approve the Peninsula Condominium Right-of-Way License Agreement to permit the developer to perform landscaping and grading work within the Lake Street right-of-way and authorize the Village Manager to execute the license agreement on behalf of the Village.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

E. Building Inspection Services Agreement – Orion Township

MOTION made by Council member Ford, Seconded by President Pro Tem Rutt to approve the Building Inspection Services Agreement between the Village of Lake Orion and the Charter Township of Orion and authorize the Village Manager and Village Clerk to execute the agreement on behalf of the Village.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

MOTION made by Council member Ford, Seconded by President Narsh to direct the Village Administration to pursue with the Village Engineers, engineering design and construction standards and processes for the grading of land relating to the construction of single homes.

VOTING YEA: Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb

VOTING NAY: None

ABSENT: Van Portfliet

MOTION: Carried

12. Call to the Public

None.

13. Council Comments

Council member Cyrowski spoke.

Council member Moshier spoke.

Pro Tem Rutt spoke.

Council member Ford spoke.

Council member Lamb spoke.

President Narsh spoke.

14. Village Manager Comments

The Village Manager provided a summary of his report which is also found in the Village Manager’s Page of the Village of Lake Orion’s website.

15. Closed Session Items

16. Business From Closed Session

17. Adjournment

MOTION made by Council member Cyrowski, Seconded by Council member Lamb to adjourn April 8th, 2024 Village Council meeting.

- VOTING YEA:** Narsh, Rutt, Cyrowski, Moshier, Ford, Lamb
- VOTING NAY:** None
- ABSENT:** Van Portfliet
- MOTION:** Carried

The April 8th, 2024 Village Council meeting adjourned at 8:35 PM.

Jerry Narsh
President

Sonja Stout
Village Clerk/Treasurer

Date Approved: as presented April 22, 2024.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Approval of Village Council Special Meeting Minutes of April 10, 2024.

RECOMMENDED MOTION: To approve the April 10, 2024 Special Meeting Minutes as presented.



MINUTES

SPECIAL MEETING OF THE VILLAGE COUNCIL

Wednesday, April 10, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 10th, 2024 Village Council Special Meeting was called to order at 6:30 PM.

2. Roll Call and Determination of Quorum

PRESENT

President Jerry Narsh

President Pro Tem Teresa Rutt

Council member Kenneth Van Portfliet

Council member Stan Ford

ABSENT

Council member Carl Cyrowski

Council member Nancy Moshier

Council member Michael Lamb

STAFF PRESENT

Village Manager Darwin McClary

Village Clerk/Treasurer Sonja Stout

Interim Police Chief Tom Lindberg

DPW Director Wes Sanchez

Deputy Clerk/Treasurer Lynsey Blough

MOTION made by President Narsh, Seconded by Pro Tem Rutt to excuse Council member Cyrowski, Council member Lamb, and Council member Moshier.

VOTING YEA: Narsh, Rutt, Ford, Van Portfliet

VOTING NAY: None

ABSENT: Cyrowski, Lamb, Moshier

MOTION: Carried

3. Call to the Public

George Dandalides spoke.

4. Other Items

A. Review and Discuss Proposed FY 2024-25 Budget

Council received the presentations for 101 (General Fund), 207 (Police Fund), 231 (Parking Meter/System Fund), 701 (Escrow Fund), and 737 (OPEB Trust Fund). Council made changes on the following:

- Rename GL from Executive Director Wages to Wages in General Expenditures
- Increase millage for Police Revenue

5. Call to the Public

George Dandalides spoke.

6. Adjournment

MOTION made by President Pro Tem Rutt, Seconded by Council member Ford to adjourn the April 10, 2024 Village Council Special Meeting.

VOTING YEA: Narsh, Rutt, Ford, Van Portfliet

VOTING NAY: None

ABSENT: Cyrowski, Lamb, Moshier

MOTION: Carried

The April 10th, 2024 Village Council Special Meeting adjourned at 8:36 PM.

Jerry Narsh
President

Sonja Stout
Village Clerk/Treasurer

Lynsey Blough
Deputy Clerk/Treasurer

Date Approved: as presented April 22, 2024.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Approval of Village Council Special Meeting Minutes of April 11, 2024.

RECOMMENDED MOTION: To approve the April 11, 2024 Special Meeting Minutes as presented.



MINUTES

SPECIAL MEETING OF THE VILLAGE COUNCIL

Thursday, April 11, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 11th, 2024 Village Council Special Meeting was called to order at 6:30 PM.

2. Roll Call and Determination of Quorum

PRESENT

President Jerry Narsh

President Pro Tem Teresa Rutt

Council member Carl Cyrowski

Council member Kenneth Van Portfliet

ABSENT

Council member Nancy Moshier

Council member Stan Ford

Council member Michael Lamb

STAFF PRESENT

Village Manager Darwin McClary

Village Clerk/Treasurer Sonja Stout

DPW Director Wes Sanchez

Deputy Clerk/Treasurer Lynsey Blough

MOTION made by President Narsh, Seconded by President Pro Tem Rutt to excuse Council member Moshier, Council member Ford, and Council member Lamb.

VOTING YEA: Narsh, Rutt, Cyrowski, Van Portfliet

VOTING NAY: None

ABSENT: Moshier, Ford, Lamb

MOTION: Carried

3. Call to the Public

None.

4. Other Items

- A. Review and Discuss Proposed FY 2024-25 Budget in regard to funds 225 (Public Works), 151 (Cemetery Perpetual Care), 202 (Major Street), 203 (Local Street), 592 (Water and Sewer). There were no changes made to the Proposed FY 2024-25 Budget.

5. Call to the Public

George Dandalides spoke.

6. Adjournment

MOTION made by President Narsh, Seconded by Council member Van Portfliet to adjourn the April 11, 2024 Village Council Special Meeting.

VOTING YEA: Narsh, Rutt, Cyrowski, Van Portfliet

VOTING NAY: None

ABSENT: Moshier, Ford, Lamb

MOTION: Carried

The April 11th, 2024 Village Council Special Meeting adjourned at 8:01 PM.

Jerry Narsh
President

Sonja Stout
Village Clerk/Treasurer

Lynsey Blough
Deputy Clerk/Treasurer

Date Approved: as presented April 22, 2024.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Approval of Village Council Special Meeting Minutes of April 15, 2024.

RECOMMENDED MOTION: To approve the April 15, 2024 Special Meeting Minutes as presented.



MINUTES

SPECIAL MEETING OF THE VILLAGE COUNCIL

Monday, April 15, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 15th, 2024 Village Council Special Meeting was called to order at 7:05 PM.

2. Roll Call and Determination of Quorum

PRESENT

President Jerry Narsh
 President Pro Tem Teresa Rutt
 Council member Kenneth Van Portfliet
 Council member Stan Ford

ABSENT

Council member Carl Cyrowski
 Council member Nancy Moshier
 Council member Michael Lamb

STAFF PRESENT

Village Manager Darwin McClary
 Village Clerk/Treasurer Sonja Stout
 DDA Executive Director Matthew Gibb
 DDA Assistant Executive Director Janet Bloom
 Deputy Clerk/Treasurer Lynsey Blough

MOTION made by President Narsh, Seconded by President Pro Tem Rutt to excuse Council member Cyrowski, Council member Moshier, and Council member Lamb.

VOTING YEA: Narsh, Rutt, Van Portfliet, Ford

VOTING NAY: None

ABSENT: Cyrowski, Moshier, Lamb

MOTION: Carried

3. Call to the Public

None.

4. Other Items

- A. Review and Discuss Proposed FY 2024-25 Budget with discussion in regard to funds 248 (Downtown Development Authority), 301 (DDA Bond project fund) and 404 (Property Acquisition Fund).

The Village Manager went over the DDA public infrastructure fund contribution worksheet and calculations as it pertains to contributions from the DDA to that public infrastructure fund in the FY 23-24 and upcoming year 24-25. The Village Manager reviewed the DDA funds and recommended changes to the following:

- Increase in Current Real Property Tax revenue line to \$1,006,403; increase Local Community Stabilization sharing to \$15,000.
- Increase Social Security expenditures to \$14,810; Recommended increased amounts for contract services to Police (\$149,040), DPW (\$80,000), and GF Admin fee (\$76,440) pending future negotiations.
- Include Public Infrastructure transfer of \$101,344 for FY 24-25 and include transfer fund of \$67,508 for FY 23-24; include DDA Bond payment of \$419,709 for interfund transfer to DDA Bond project.
- Recommended closing out the 404 Property Acquisition Fund and moving monies of the current fiscal year (\$169,436) back to the 248 Revenue Account.

5. Call to the Public

George Dandalides spoke.

6. Adjournment

MOTION made by President Narsh, Seconded by Council member Van Portfliet to adjourn the April 15, 2024 Village Council Special Meeting.

VOTING YEA: Narsh, Rutt, Van Portfliet, Ford

VOTING NAY: None

ABSENT: Cyrowski, Moshier, Lamb

MOTION: Carried

The April 15th, 2024 Village Council Special Meeting adjourned at 8:38 PM.

Jerry Narsh
President

Sonja Stout
Village Clerk/Treasurer

Lynsey Blough
Deputy Clerk/Treasurer

Date Approved: as presented April 22, 2024.



DDA SUMMARY SHEET

MEETING DATE: April 16, 2024

TOPIC March 19th, 2024 Minutes

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular meeting minutes of March 19th, 2024.



**VILLAGE OF LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
21 East Church Street, Lake Orion, MI 48362**

*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.*

MINUTES

REGULAR MEETING OF THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

Tuesday, March 19, 2024

6:30 PM

Lake Orion Village Hall Council Chambers

21 East Church Street

LAKE ORION, MI 48362

(248) 693-8391 ext. 102

I. Call to Order

The Tuesday, March 19, 2024 Regular Meeting of the Lake Orion Downtown Development Authority Board of Directors was called to order in the Lake Orion Village Hall Council Chambers located in the 21 East Church Street, Lake Orion, MI 48362 by Chairperson Debbie Burgess at 6:36 PM.

II. Roll Call and Determination of Quorum

Attendee Name	Organization	Title	Status	Arrived
Debbie Burgess	Village of Lake Orion	Chairperson	Present	
Sam Caruso	Village of Lake Orion	Vice Chairperson	Present	
Matt Shell	Village of Lake Orion	Treasurer	Present	
Henry Lorant	Village of Lake Orion	Secretary	Present	
Chris Barnett	Village of Lake Orion	Board Member	Absent	
Alaina Campbell	Village of Lake Orion	Board Member	Present	
Lloyd Coe	Village of Lake Orion	Board Member	Present	
Sally Medina	Village of Lake Orion	Board Member	Present	
Jerry Narsh	Village of Lake Orion	President	Present	

STAFF PRESENT:

- Janet Bloom, Assistant DDA Director/Recording Secretary

III. Approval of Minutes

1. DDA Board Special Meeting Minutes - February 13, 2024

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, February 13, 2024.

2. DDA Board Regular Meeting Minutes -February 15, 2024

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To approve the Downtown Development Authority Board Regular meeting minutes of Thursday, February 15, 2024.

3. DDA Board Regular Meeting Minutes -February 20, 2024

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, February 20, 2024.

IV. Call to the Public

Let the record show no public comment was received.

V. Approval of Agenda

1. **Motion to:** approve the March 19, 2024 Downtown Development Board agenda.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

VI. Consent Agenda

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

Motion to: approve the March 19, 2024 Downtown Development Board consent agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

1. Director's Report

RESOLVED: To receive and file the DDA Executive Director's Report for March 2024.

2. Meeting & Committee Minutes and Website Updates

RESOLVED: To receive and File the Committee Meeting Minutes & Website updates.

3. Financial Reports

RESOLVED: To receive and file the financial reports for February 2024.

VII. Financial Matters

1. Bill Approval

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To approve disbursements in the amount of \$18,260.75 for February 2024 with the removal of vendor Alerus financial in the amount of \$814.35, Andrews Hooper Pavlic in the amount of \$950 and DTE energy 380 S. Broadway in the amount of \$998.05 to receive clarification from administration in the amount of \$2,762.40. The amount of

\$15,498.35 is approved for payment.

VIII. New and Old Business

1. Budget Amendment -Legal Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Lloyd Coe, Board Member
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To increase 248-260-810-000 Legal Services by \$1,500 and;

To reduce 248-260-829-000 Planner Services account by \$1,500.

2. Budget Amendment -Parking Lot Leases

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jerry Narsh, President
SECONDER:	Matt Shell, Treasurer
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To increase 248-730-975-003 DDA Capital Outlay by \$871.00 and;

To reduce 248-260-829-000 Planner Services account by \$871.00.

3. Lake Orion LOLive! Music Concert Series

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To hire 20 Front Street for the booking, marketing, and management of the live music entertainment in Children's Park at the Gazebo for the LOLive Summer Concert Series, for a cost not to exceed \$10,000 from Event Promo-Gazebo Series account 248-729-880-001.

4. Hanging Baskets - 2024

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jerry Narsh, President
SECONDER:	Matt Shell, Treasurer
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

RESOLVED: To purchase the 2024 hanging baskets with plant material plus fertilizer, from Jos. Kutchey & Sons, LLC for \$2,740 plus the anticipated cost of \$77 per larger basket requested for one intersection for a total of four large baskets, and an additional cost of replacing 15 liners not to exceed \$3,400 for the 2024 season.

IX. Reports, Resolutions and Recommendations

A. Executive Director

1. Verbal Director Report

B. Assistant Executive Director Report

X. Call to the Public

George Dandalides, 226 Bellevue Ave, made a cost suggestion for the DDA.

Assistant Executive Director Bloom addressed the cost suggestion concern.

Matt Pfeiffer, 497 Bellevue, welcomed Matt Gibb to the Lake Orion DDA.

Francesco Komendera, addressed the board about several concerns he had.

Kathryn Kennedy, addressed her concerns about the agenda and also addressed concerns about the DDA.

Scott Gabriel, 941 Joslyn, welcomed both the Executive and Assistant DDA Directors.

XI. Board Comments

Board member Medina thanked the public for their comments. She also discussed her thoughts on getting feedback from committees at the meetings.

Secretary Lorant stated he is excited for the new leadership team and he looks forward to what they can accomplish.

Treasurer Shell stated he is excited for the new leadership team and to see what they can do to make sure the DDA addresses the concerns that were brought up in the meeting and to make sure Lake Orion has the best DDA.

Vice Chairperson Caruso addressed some of the public comments in regards to the concerns they had about the DDA.

Board member Campbell thanked the public for being involved. She also spoke about some challenges to the local businesses in the DDA.

Board member Narsh spoke about how the DDA has changed over the years.

Board member Coe thanked the public for coming out and speaking their concerns and welcomed the new leadership team.

Chairperson Burgess thanked the public for coming out to the meeting and welcomes their comments in the future.

XII. Next Regular Meeting - April 16, 2024

XIII. Adjournment

Motion to: adjourn the Tuesday, March 19, 2024 Regular meeting of the Downtown Development Authority Board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Campbell, Coe, Medina, Narsh
ABSENT:	Chris Barnett

The Downtown Development Authority Board Regular meeting of Tuesday, March 19, 2024 adjourned at 8:03 PM.

Debbie Burgess
Chairperson

Janet Bloom
Assistant Executive Director/Recording Secretary

Sonja Stout
Village Clerk

Date Approved: as presented April 16, 2024.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC: Invoice Approval - April 22, 2024

RECOMMENDED MOTION: To approve the April 22, 2024 bills in the amount of \$209,073.46 of which \$7,372.66 are DDA bills for a net total of \$201,700.80 and to receive and file the DDA bills.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-279-000	RETIREE HEALTHCARE-RETIREE PORTI	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 5-1 THRU 5/31	978.48	
101-000-279-000	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-MAY 2024	442.94	
101-000-281-000	ESCROW	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU MARCH 31,	651.75	
101-000-281-000	PENINUSULA SITE PLAN REVIEW #4	MCKENNA ASSOCIATES, INC.	SERVICES MAR 1-MAR 31	1,017.50	
Total For Dept 000 REVENUE				3,090.67	
Dept 215 VILLAGE CLERK					
101-215-801-000	FOLIO/INTERNET/SUPPLEMENT PAGES	AMERICAN LEGAL PUBLISHING	FOLIO/INTERNET/SUPPLEMENT PAGES	195.00	
Total For Dept 215 VILLAGE CLERK				195.00	
Dept 228 Information Technology					
101-228-801-000	MONTHLY BILLING FOR APRIL	VC3, INC.	MONTHLY BILLING	1,654.50	
101-228-801-000	MICROSOFT 365 AGREEMENT	VC3, INC.	MICROSOFT 365 AGREEMENT MONTHLY PAYMENT	226.10	
101-228-801-000	MONTHLY BILLING FOR CLOUD PROT	VC3, INC.	MONTHLY BILLING CLOUD PROT MARCH	98.00	
Total For Dept 228 Information Technology				1,978.60	
Dept 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 5-1 THRU 5/31	856.19	
101-260-727-000	VILLAGE WATER RENTAL	CRYSTAL WATER COMPANY	VILLAGE WATER MARCH	8.00	
101-260-727-000	AP LASER CHECKS	PRINTING SYSTEMS, INC.	CHECKS	180.20	
101-260-730-000	1/21/24-02/21/24	XEROX CORPORATION	COPIER LEASE	387.53	
101-260-900-000	OAKLAND PRESS AD APPLICANTS BD O	21C ADVERTISING	OAKLAND PRESS AD	123.09	
101-260-920-000	20 E SHADBOLT ACCT # 1030 1598 9	CONSUMERS ENERGY	APRIL BILL	973.84	
101-260-920-000	21 E CHURCH	VILLAGE OF LAKE ORION	WATER BILLS Q1	312.88	
101-260-921-000	STREETLIGHTS	DTE ENERGY	STREETLIGHTS MARCH	4,119.01	
101-260-930-000	AIR FILTERS	AMAZON CAPITAL SERVICES	AMAZON	78.29	
101-260-930-000	AIR FILTERS	AMAZON CAPITAL SERVICES	AMAZON	148.43	
101-260-930-000	AIR FILTERS	AMAZON CAPITAL SERVICES	AMAZON	89.03	
101-260-930-000	AIR FILTERS	AMAZON CAPITAL SERVICES	AMAZON	92.68	
101-260-930-000	MATS FOR VILLAGE OFFICE 4/15/202	DarWel ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	195.97	
101-260-930-000	04-15-2024 VILLAGE WINDOW CLEAN	ECHTINAW, WAYNE S.	VILLAGE WINDOW CLEANING	100.00	
101-260-956-000	4/1/2024-4/30/2024	BASIC BENEFITS	MONTHLY COBRA FEE- APRIL	33.97	
Total For Dept 260 GENERAL ACTIVITIES				7,699.11	
Dept 721 PLANNING AND ZONING					
101-721-801-000	PROJECT 24-004 LAKE ORION STRATE	MCKENNA ASSOCIATES, INC.	PROJECT 24-004 LAKE ORION STRATEGIC PLF	225.00	
101-721-829-000	PROFESSIONAL ON SITE OFFICE HOUR	MCKENNA ASSOCIATES, INC.	SERVICES MAR 1-MAR 31	4,050.00	
101-721-840-000	MONTHLY RETAINER	MCKENNA ASSOCIATES, INC.	SERVICES MAR 1-MAR 31	550.00	
Total For Dept 721 PLANNING AND ZONING				4,825.00	
Dept 751 PARKS AND RECREATION					
101-751-920-000	66 N PARK BLVD	VILLAGE OF LAKE ORION	WATER BILLS Q1	145.92	
101-751-932-000	TOPSOIL 4YD	ORION STONE DEPOT	BEACH SAND	166.00	
101-751-932-000	TOPSOIL 4YD	ORION STONE DEPOT	BEACH SAND	160.00	
101-751-977-000	SIGNS FOR PARKS	M & B GRAPHICS	SIGNS FOR PARKS	700.00	
Total For Dept 751 PARKS AND RECREATION				1,171.92	
Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-811-000	101 LEGAL SERVICES	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU MARCH 31,	800.25	
Total For Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGIN				800.25	
Total For Fund 101 GENERAL FUND				19,760.55	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
202-463-726-000	ROAD PATCHING	CADILLAC ASPHALT, LLC	COLD PATCH	237.60	
				<hr/>	
Total For Dept 463 ROUTINE MAINTENANCE				237.60	
Dept 474 TRAFFIC SERVICES					
202-474-726-000	REPLACEMENT BULB FOR STREET LIGH	J & T ELECTRICAL SUPPLY	REPLACEMENT BULB FOR STREET LIGHT	405.00	
				<hr/>	
Total For Dept 474 TRAFFIC SERVICES				405.00	
<hr/>					
Total For Fund 202 MAJOR STREET FUND				642.60	
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 5-1 THRU 5/31	856.19	
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-MAY 2024	1,328.82	
207-301-730-000	POLICE PRINTER RICOH CONTRACT PA	U.S. BANK EQUIPMENT FINAN	RICOH CONTRACT PAYMENT POLICE PRINTER	108.45	
207-301-802-000	PROSECUTIONS	BEIER HOWLETT, P.C.	PROSECUTIONS-SERVICES THRU MARCH 31,202	2,237.50	
207-301-802-000	POLICE	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU MARCH 31,	1,279.50	
207-301-804-000	SHERIFF DISPATCH SERVICES	OAKLAND COUNTY TREASURER	SHERIFF DISPATCH SERVICES	3,840.00	
207-301-807-000	MEMBERSHIP USAGE FEE JAN-MAR 202	OAKLAND COUNTY TREASURER	CLEMIS MEMBERSHIP JAN-MARCH 2024	3,225.75	
207-301-820-000	POLICE HAT	BROADWAY EMBROIDERY	POLICE APPAREL FOR CHIEF	60.58	
207-301-865-000	POLICE	ROAD COMMISSON FOR OAKLAN	FUEL FOR DPW & POLICE MARCH	432.40	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASHES	96.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASH POLICE	80.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASH POLICE	80.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASHES FOR MARCH -JULY 2022	105.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASHES	60.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASHES FOR DECEMBER 2022	20.00	
207-301-932-000	Repair & Maint - Vehicles	LAKE ORION AUTO WASH LLC	CAR WASHES FROM AUGUST TO DEC 2022	110.00	
				<hr/>	
Total For Dept 301 POLICE/SHERIFF/CONSTABLE				13,920.19	
<hr/>					
Total For Fund 207 POLICE FUND				13,920.19	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 276 CEMETERY					
225-276-920-000	1060 ORION	VILLAGE OF LAKE ORION	WATER BILLS Q1	253.28	
				<hr/>	
Total For Dept 276 CEMETERY				253.28	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 5-1 THRU 5/31	3,180.14	
225-441-740-000	3/15/24; DEGREASER	O'REILLY AUTOMOTIVE, INC.	MARCH CREDIT CARD	29.65	
225-441-740-000	WRITING PADS/FILE POCKETS	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	97.76	
225-441-820-000	CHRIS CARPENTER	UHAN'S DEPARTMENT STORE	UNIFORMS	235.00	
225-441-821-000	UNIFORM CLEANING 04/10/2024	UniFIRST	WEEKLY DPW UNIFORM CLEANING	97.22	
225-441-821-000	UNIFORM CLEANING 04/17/2024	UniFIRST	WEEKLY DPW UNIFORM CLEANING	116.02	
225-441-865-000	FUEL CARD FEE	7-ELEVEN MASTERCARD	FUEL PURCHASES	5.25	
225-441-865-000	DPW	ROAD COMMISSON FOR OAKLAN	FUEL FOR DPW & POLICE MARCH	786.75	
225-441-920-000	333 CASS ST ACT # 1030 1701 1356	CONSUMERS ENERGY	APRIL BILL	782.31	
225-441-920-000	362 CASS	VILLAGE OF LAKE ORION	WATER BILLS Q1	250.16	
225-441-931-000	REPAIR FOR BACKHOE	AIS CONSTRUCTION EQUIP.	EMERGENCY REPAIR FOR BACKHOE	1,078.50	
225-441-931-000	03/01/24; SWITCH FOR WOOD CHIPPE	O'REILLY AUTOMOTIVE, INC.	MARCH CREDIT CARD	163.15	
225-441-932-000	02/29/24; OIL CHANGES	O'REILLY AUTOMOTIVE, INC.	MARCH CREDIT CARD	125.05	
				<hr/>	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				6,946.96	
<hr/>					
Total For Fund 225 DEPT OF PUBLIC WORKS FUND				7,200.24	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-810-000	DDA	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU MARCH 31,	132.00	
248-260-851-000	118 N BROADWAY	COMCAST	118 N BROADWAY APR 7-MAY6	195.23	
248-260-920-000	118 N BROADWAY ACCT# 1000 6299 5	CONSUMERS ENERGY	MARCH BILL	193.78	
248-260-920-000	380 S BROADWAY ACCT 910040951824	DTE ENERGY	DTE BILLS MAR	860.52	
248-260-920-000	165 S BROADWAY	VILLAGE OF LAKE ORION	WATER BILLS Q1	322.65	
248-260-921-000	24 FRONT ST ACCT 9200 096 8065 2	DTE ENERGY	24 FRONT ST DTE	19.35	
248-260-930-002	MONTHLY MAT REPLACEMENT	DARWEL ENTERPRISES LLC	MATS	35.83	
Total For Dept 260 GENERAL ACTIVITIES				1,759.36	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-860-000	INVOICE 163 / NOVEMBER 2023	NOTA	NOVEMBER 2023 TROLLEY	2,497.62	
248-728-888-000	ORION LIVING	CHARTER TOWNSHIP OF ORION	SPRING 2024 ORION LIVING	1,395.68	
248-728-888-000	MONTHLY ADVERTISING	VIEW NEWSPAPER GROUP	MONTHLY ADVERTISING	1,656.00	
Total For Dept 728 ECONOMIC DEVELOPMENT				5,549.30	
Dept 729 PROMOTION					
248-729-880-013	ST LETTERBOXING	EPRINT SOLUTION LLC	A-FRAME BANNERS	64.00	
Total For Dept 729 PROMOTION				64.00	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				7,372.66	
Fund 592 WATER AND SEWER FUND					
Dept 548 SEWER ACTIVITIES					
592-548-831-000	MARCH	OAKLAND COUNTY DRAIN COMM	SEWAGE DISPOSAL -MARCH	41,048.21	
592-548-831-000	QUARTERLY SEWAGE OPER/MAINT/CIP	WATER RESOURCES COMMISSION	SEWAGE DISPOSAL JANUARY 1-MARCH 31 2024	115,035.00	
592-548-995-000	INTEREST ON BONDS	OAKLAND COUNTY TREASURER	INTEREST ON BONDS SERIES 2020A	3,846.51	
Total For Dept 548 SEWER ACTIVITIES				159,929.72	
Dept 556 WATER ACTIVITIES					
592-556-813-000	SEWER	BEIER HOWLETT, P.C.	GENERAL MATTERS SERVICES THRU MARCH 31,	247.50	
Total For Dept 556 WATER ACTIVITIES				247.50	
Total For Fund 592 WATER AND SEWER FUND				160,177.22	

04/18/2024 12:21 PM
User: BLOUGHL
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
EXP CHECK RUN DATES 04/23/2024 - 04/23/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Section 10, Item A.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	19,760.55
Fund 202 MAJOR STREET F	642.60
Fund 207 POLICE FUND	13,920.19
Fund 225 DEPT OF PUBLIC	7,200.24
Fund 248 DOWNTOWN DEVELC	7,372.66
Fund 592 WATER AND SEWEI	160,177.22

Total For All Funds:	<u>209,073.46</u>
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COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Resolution Authorizing Notice of Intent to Issue Revenue Bonds – Sanitary Sewer Pump Stations Improvement Project

BACKGROUND BRIEF:

Administration is requesting that Village Council adopt a resolution authorizing the publication of a Notice of Intent to issue revenue bonds and to reimburse the Village from the proceeds of the bonds for the acquisition, construction, furnishing, and equipping improvements to the sewer system of the Village of Lake Orion Water Supply and Sewage Disposal System relating to the Village’s Sanitary Sewer Pump Stations Improvement Project. The resolution and notice do the following:

- Expresses the determination of the Village that the project is necessary
- Expresses the intent of the Village to issue revenue bonds pursuant to the Michigan Revenue Bond Act, Public Act 94 of 1933, in a total amount not to exceed nine million dollars (\$9,000,000)
- Expresses the intent of the Village to reimburse itself from the proceeds of the bonds for any expenditures undertaken by the Village for the project prior to the issuance of the bonds
- Authorizes the Village Clerk to publish the notice in the Lake Orion Review
- Provides notice to the public of the right of referendum on the issuance of the bonds

Attached is a copy of the resolution. Also attached is the slide presentation providing important information regarding the project. A representative from Miller Canfield, the legal firm handling the bond issue, will be present at Monday’s meeting to answer any questions.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The only financial impact to publish the notice of intent is the cost of publication of the notice, which is estimated at \$200. The cost will be borne by the Water and Sewer Fund. The Village intends to issue revenue bonds in the total amount of between \$3 million and \$9 million depending upon the total amount of grant funding the Village receives for the project. The project is estimated to cost \$10.1

million, and the Village has been awarded \$1.75 million to date through the 2024 Congressional Community Projects Grant Program.

RECOMMENDED MOTION:

To adopt the Resolution Authorizing Notice of Intent and Declaring Intent to Reimburse (Revenue Bonds) as presented relating to the Village of Lake Orion Sanitary Sewer Pump Stations Improvement Project.

**RESOLUTION AUTHORIZING NOTICE OF INTENT AND
DECLARING INTENT TO REIMBURSE
(REVENUE BONDS)**

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

Minutes of a regular meeting of the Village Council of the Village of Lake Orion, County of Oakland, State of Michigan, held on the 22nd day of April, 2024, at 7:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Village of Lake Orion, County of Oakland, State of Michigan (the “Village”), has determined that it is necessary for the public health, safety and welfare of the Village to acquire, construct, furnish and equip improvements to the water and sewer supply system of the Village’s existing Water Supply and Sewage Disposal System (the “System”), including rehabilitating lift stations; replacement of pumps, valves, compressors and motors, electrical improvements, and SCADA upgrades; improvements to sewer pipes and manholes, including open cut replacement, lining, spot repair, and pressure testing and joint repairs, together with all related appurtenances and attachments thereto (the “Project”); and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of senior lien bonds payable from revenues of the System under Act 94 in a total amount not to exceed Nine Million Dollars (\$9,000,000) (the “Bonds”), for the purpose of financing all or part of the Project represents the most practical means to that end; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the Village intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the Village for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Lake Orion Review*, a newspaper of general circulation in the Village.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The Village Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the Village and users of the System, and is the method best calculated to give them notice of the Village's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The Village makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Village reasonably expects to reimburse the Village for the expenditures described in (b) below with proceeds of debt to be incurred by the Village.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$9,000,000.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Sonja Stout, Village Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Lake Orion, County of Oakland, State of Michigan, at a regular meeting held on April 22, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Sonja Stout, Village Clerk

EXHIBIT A

**NOTICE TO TAXPAYERS AND ELECTORS OF THE VILLAGE OF LAKE ORION
AND TO USERS OF THE VILLAGE’S WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
OF INTENT TO ISSUE REVENUE BONDS AND THE
RIGHT OF REFERENDUM RELATING THERETO**

PLEASE TAKE NOTICE that the Village Council of the Village of Lake Orion, County of Oakland, State of Michigan (the “Village”), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in a total amount not to exceed Nine Million Dollars (\$9,000,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the sewer system of the Village’s existing Water Supply and Sewage Disposal System, including rehabilitating lift stations; replacement of pumps, valves, compressors and motors, electrical improvements, and SCADA upgrades; improvements to sewer pipes and manholes, including open cut replacement, lining, spot repair, and pressure testing and joint repairs, together with all related appurtenances and attachments thereto.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the Village from the operations of the Water Supply and Sewage Disposal System (the “System”). The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the Village Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the System, to pay the principal of and interest on the bonds and to pay other obligations of the System.

BOND DETAILS

THE REVENUE BONDS will be payable in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE VILLAGE IS FILED WITH THE VILLAGE CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE VILLAGE VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

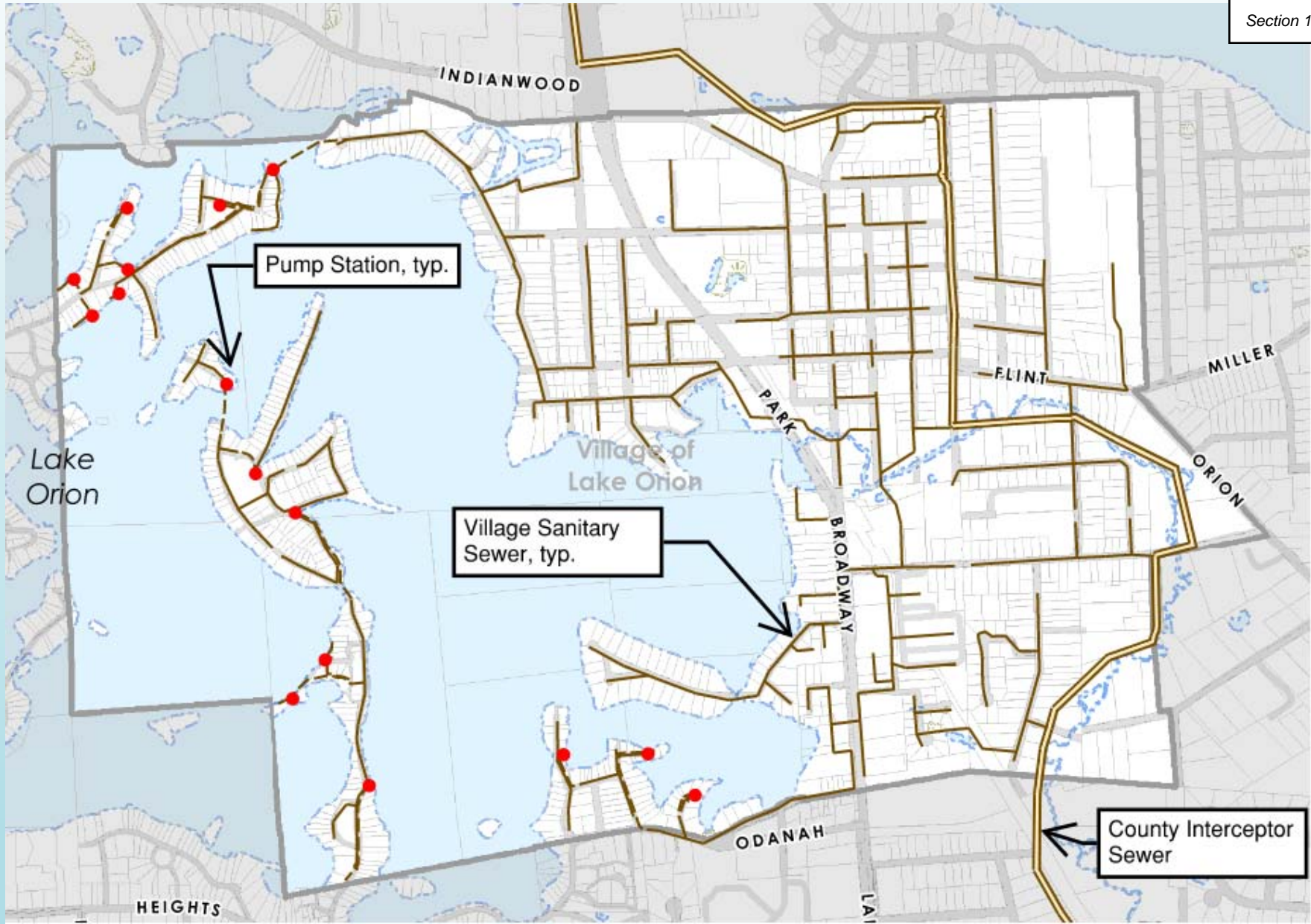
ADDITIONAL INFORMATION will be furnished at the office of the Village Clerk upon request.

Sonja Stout
Village Clerk, Village of Lake Orion

Pump Station Improvements



Village of Lake Orion
January 2024



Sewer System Map

History of Project

- ❖ **Sanitary system constructed in the early 1970's to address widespread septic system failures**
- ❖ **County maintains the system, no major capital improvements to stations in past 50 years.**
- ❖ **VLO received SAW Grant October 2015 to develop an Asset Management Plan (AMP)**
- ❖ **Asset Management Plan and Capital Improvement Plan (CIP) finalized and presented November 2018**
- ❖ **Findings: all 16 Pump Stations have exceeded design life, require complete rehabilitation**

Recap Specific Problems

- ❖ **50-Year-Old Lift Stations and Force Mains**
 - **Equipment obsolete, parts unavailable**
 - **Electrical no longer code compliant, impedes access**
 - **Corrosion of structure & components**
 - **Risk of failure and potential contamination**



Project Recap & Update

- ❖ October 2022 HRC engaged to design rehabilitation plans & specifications, est. \$6.4 Million
- ❖ May 2023 Village applied for CWSRF low interest loan, est. \$7.3 Million
- ❖ October 2023 final Project Priority List issued, VLO project not funded by CWSRF
- ❖ December 2023 100% Design Plans and Specifications received, FINAL EST. \$9.1 Million
- ❖ Project bid approximately March 2024
- ❖ Construction to begin summer 2024

Cost Discussion

- ❖ **40% Design Estimate \$6.4 Million**
 - Did not include Force Main replacement
- ❖ **CWSRF Estimate \$7.3 Million**
 - Did not include Full Updated Electrical
 - *2020 SCADA update expected to reuse “as is”*
- ❖ **100% Design Estimate \$9.1 Million**
 - Includes Force Main replacement at lake crossings
 - *Initially placed on lakebed surface, no cover/protection*
 - Includes Full Updated Electrical
 - *SCADA Replacement (more cost effective than reconfiguration)*
 - *Separate Power and Controls Cabinets*
 - *Relocated Emergency Power switch & receptacle*
 - **Additional Scope & Inflation**
 - *Includes lining suction piping while accessible*
 - *Pump Equipment, Electrical & Controls costs increased ~40%*

Cost Estimate 100% Design

	Total Cost	% of Construction
1) Construction Project Construction Cost (Est)	\$ 7,246,000	
2) Project Development: Engineering Consulting	\$ 367,000	5.06%
3) Project Financing & Legal	\$ 99,000	1.37%
3) Right-of-Way Services	\$ 128,000	1.77%
4) Exclusive County Services	\$ 435,000	6.00%
5) Subtotal:	\$ 8,275,000	
6) Contingency (10%)	\$ 828,000	11.43%
	Total Project Cost	Total % Admin & Contingency
	\$ 9,103,000	25.63%

Current Project Funding

❖ 2024 Congressional Community Projects Funding

- \$1.75 Million funding recommendation
- Awaiting final Congressional Approval, Signature

❖ Water and Sewer Fund

- Fund Balance not sufficient for Project
- Rate increases necessary

❖ CWSRF Low-interest Loan

- Project Plan good for 5 years, can reapply if phased
- Priority Rating unlikely to rise **UNLESS** system failure occurs

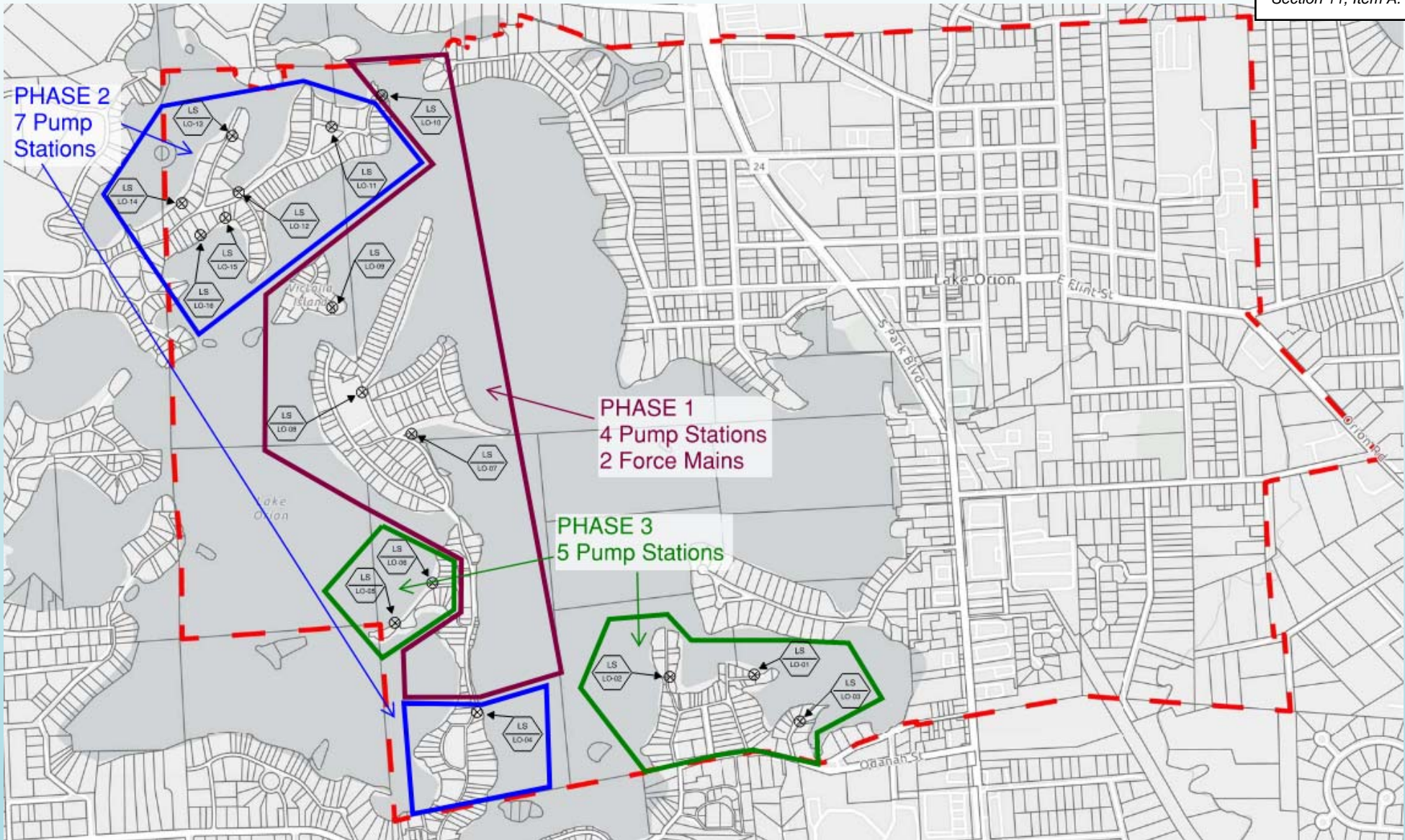
❖ Bond Sale Required

- \$9.1 Million* - \$1.75 Million = \$7.35 Million Village Cost

***Assumes project bid and constructed under a single contract / phase this year**

Potential Phasing / Funding

- ❖ **Congressional Community Projects Funding**
 - Apply for Congressional Projects Funding in 2025 and 2026
 - If received, CPF grants allowed to cover up to 80% of project costs
 - **HOWEVER**, phasing increases overall project costs
 - *Inflation, labor & materials*
 - *Additional bonding, contracting, administrative costs*
- ❖ **Pursue CWSRF Low-interest Loans**
 - Revise Project Plan, limit to Phase 2 and Phase 3
 - *Additional Cost to Village for revisions*
 - Priority Rating unlikely to rise **UNLESS** system failure occurs
- ❖ **Project Phasing would allow rate increases to be phased over time as well**



Potential Project Phasing

Worst-Case Phasing Cost

❖ Phase 1 – 2024

Phase 1 (LO-9 through LO-7 & LO-10, FM 9 and FM 10, Victoria Island & Bellevue peninsula minus Westpointe, excludes LO-4)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Phase Cost	CPF Grant	Final Cost
\$2,020,000	\$517,684	\$30,300	\$0	\$2,567,984	\$1,750,000	\$817,984

❖ Phase 2 – 2025

Phase 2 (LO-16 through LO-11, All of Central & Peninsular, plus LO-4 on Bellevue)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Phase Cost	CPF Grant	Final Cost
\$3,015,000	\$772,682	\$45,225	\$603,000	\$4,435,907	\$0	\$4,435,907

❖ Phase 3 - 2026

Phase 3 (LO-1 through LO-3 plus LO-5 and LO-6)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Phase Cost	CPF Grant	Final Cost
\$2,211,000	\$566,634	\$33,165	\$442,200	\$3,252,999	\$0	\$3,252,999

Total 3-year cost \$8,506,890

Potential Additional Costs if NO grants received \$1,153,890

❖ Analysis based on project bid and constructed in three phases, no additional CPF Grants

Best-Case Phasing Cost

❖ Phase 1 – 2024

Phase 1 (LO-9 through LO-7 & LO-10, FM 9 and FM 10, Victoria Island & Bellevue peninsula minus Westpointe, excludes LO-4)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Phase Cost	CPF Grant	Final Cost
\$2,020,000	\$517,684	\$30,300	\$0	\$2,567,984	\$1,750,000	\$817,984

❖ Phase 2 – 2025

Phase 2 (LO-16 through LO-11, All of Central & Peninsular, plus LO-4 on Bellevue)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Program Cost	80% CPF Grant	Final Cost
\$3,015,000	\$772,682	\$45,225	\$603,000	\$4,435,907	\$3,548,726	\$887,181

❖ Phase 3 - 2026

Phase 3 (LO-1 through LO-3 plus LO-5 and LO-6)

Construction Costs	25.63% "Admin"	1.50% Add'l Bonding	20.00% Inflation	Program Cost	80% CPF Grant	Final Cost
\$2,211,000	\$566,634	\$33,165	\$442,200	\$3,252,999	\$2,602,399	\$650,600

Total 3-year cost \$2,355,765

Potential Savings if MAXIMUM grants received \$4,997,235

❖ Analysis based on project bid and constructed in three phases, maximum add'l CPF Grants

Phasing Risks / Rewards

❖ RISKS

- **Additional costs to Village residents > \$1,150,000**
- **Larger increase in sewer rates**
- **Increased risk of failure due to deferred rehab**
- **Potential for emergency response costs**

❖ REWARDS

- **Possible savings to Village up to \$4,990,000**
- **Lower increase in sewer rates**
- **Rate increases spread over three year project**

Thank You



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Extension of Intergovernmental Law Enforcement Services Contract with Orion Township

BACKGROUND BRIEF:

Police Chief Lindberg is requesting that Village Council authorize a 60-day extension of the Village's contract with the Charter Township of Orion for Oakland County Sheriff's Office (OCSO) police patrol services to allow the Lake Orion Police Department additional time to bring police staffing to the necessary level. The current contract expires on May 3, 2024, unless extended by mutual written agreement. If authorized by Council, the Village Manager will contact the Orion Township Supervisor to arrange for an extension.

SUMMARY OF PREVIOUS COUNCIL ACTION:

02/26/2024 – Council authorized the Village Manager to request from the Charter Township of Orion an extension of the Intergovernmental Law Enforcement Services Contract effective December 3, 2023, for an additional period of sixty (60) days from March 4, 2024, until May 3, 2024, and authorized the Village Manager to execute the agreement for extension on behalf of the Village after approval by the Village Attorney.

FINANCIAL IMPACT:

The cost for patrol services through Orion Township and OCSO is approximately \$41,000 per month. Costs are partially offset by the wage and benefit appropriations in the Police Fund for currently vacant positions. Costs in excess of those offset by existing appropriations will be covered by the Police Fund unrestricted reserves. The costs for OCSO patrol services continue to decrease as Village police department staffing increases.

RECOMMENDED MOTION:

To authorize the Village Manager to request from the Charter Township of Orion an extension of the Intergovernmental Law Enforcement Services Contract effective December 3, 2023, for an additional period of sixty (60) days from May 4, 2024, until July 3, 2024, and further to authorize the Village Manager to execute the agreement for extension on behalf of the Village after approval by the Village Attorney.

STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF ORION AND VILLAGE OF LAKE ORION
INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES CONTRACT

AGREEMENT, by and between the Charter Township of Orion, a Michigan municipal corporation, whose address is 2323 Joslyn Road, Lake Orion, Michigan 48360 ("Orion") and the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362 ("Lake Orion").

RECITATIONS:

WHEREAS, Lake Orion is situated wholly within Orion, and Lake Orion is desirous of providing law enforcement services, for persons and property located in the Village, but is temporarily unable to maintain its current police department because of current staffing issues; and

WHEREAS, Orion currently contracts with Oakland County and the Oakland County Sheriff’s Office (OCSO) for the provision of law enforcement services within Orion Township; and

WHEREAS, Orion is willing and able to provide, and Lake Orion is desirous for, law enforcement services for Lake Orion on a temporary basis as provided for in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Besides the terms "Orion" and "Lake Orion," which are defined above and are referred to herein together as the "parties," the parties agree that for all purposes, as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or non-possessive: and/or either within or without quotation marks, shall be defined and interpreted as provided herein.

- a. The term "County Contract" shall mean and include that certain "Oakland County Sheriff’s Office Law Enforcement Services Agreement with the Charter Township of Orion," a copy of which has been attached hereto and incorporated herein by this reference, as well as any future amendments thereto and any and all future renewals or new contracts between the OCSO and Orion for the provision of law enforcement services in Orion.
- b. The term “law enforcement services" shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and Lake Orion ordinances, including the writing of tickets for motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of Sheriff’s Deputies, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law, as limited by and to the extent of the Number(s) and Rank(s) of Sheriff’s Deputies

contracted for or by Orion under the County Contract The law enforcement services contemplated and to be provided under this Agreement are strictly limited to those governmental law enforcement services authorized by law and by the County Contract to be performed by the OCSO. Such services are non-exclusive to the extent that the Sheriff's Deputies performing services under this Agreement shall simultaneously continue to provide such services to Orion pursuant to the County Contract.

- c. The terms "Oakland County Sheriff's Office," "OCSO," "Sheriff," "Sheriff's Deputy," "County," and "County Official," shall carry the same definition, meaning and interpretation as set forth in the County Contract, attached hereto, and which definitions are incorporated herein and made a part hereof by this reference.
- d. The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies: liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

2. Commencing on Sunday, December 3, 2023, at 7:00 A.M., and for the term of this Agreement, Orion shall, by and through those Sheriff's Deputies assigned to Orion under a County Contract, furnish law enforcement services to Lake Orion, to the best of its ability, subject to and in accordance with the terms and provisions of this Agreement and the terms and provisions of the County Contract applicable at the time of providing such services. Specifically, Orion shall provide two (2) eight-hour shifts of coverage during afternoon and midnight shifts from 3:00 P.M. until 7:00 A.M. Monday through Friday and three (3) eight-hour shifts of coverage on Saturdays and Sundays. Lake Orion Police Department will provide one (1) eight-hour shift of coverage from 7:00 A.M. until 3:00 P.M. Monday through Friday. The Lake Orion Police Department may request additional coverage from Orion if needed due to staffing constraints. Should the Lake Orion Police require added coverage, said representative of Lake Orion Police shall call the Oakland County Sheriff's Command desk as well as the Orion Township Substation Commander in a reasonable amount of time to assure coverage is available. The Lake Orion Police Department, with the approval of the Village Manager, may request a reduction or cessation in coverage from Orion at any time with reasonable notice to Orion as Lake Orion Police Department increases its own workforce. This Agreement can be terminated at any time by either party with or without cause in writing with fourteen (14) days' notice of termination.

3. In consideration for providing law enforcement services, Lake Orion shall pay to Orion an amount equivalent to the overtime rate of the rank of Deputy II (as based on the regular rate set forth in Attachment A) for services rendered to Lake Orion, this includes all law enforcement services provided to Lake Orion during the duration of the Agreement, Lake Orion is responsible for any legal fees accrued with this Agreement. Payments will be due on the 1st of each month. If all or any portion of any payment under this Agreement is not made within 30 days of its due date, a fee in the amount of 5.0% of the unpaid amount (such fee being referred to herein as the "late fee") shall be added to the amount due and owing at that time and an additional late fee shall thereafter be added for each subsequent 30 day period that any portion of the quarterly payment plus accumulated late fees remains unpaid. Orion shall invoice Lake Orion monthly for all such costs.

4. Under the terms of this Agreement, those Sheriff's Deputies assigned to Orion pursuant to the County Contract shall provide law enforcement services in both Orion and Lake Orion. It is understood and acknowledged that ~~no~~ deputies will be hired on overtime from the Orion Township Substation for purposes of this agreement. It is further acknowledged and understood, that the Sheriff retains the right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate law enforcement efforts to meet particular law enforcement priorities and needs, and the Sheriff shall assign shifts to Sheriff's Deputies contracted for under County Contract so as to provide the broadest possible coverage of law enforcement services.

5. Lake Orion agrees that the Sheriff shall assign Sheriff's Deputies, in such number(s) and rank(s) as provided for in the County Contract, to perform any and all law enforcement services contemplated in this Agreement within the corporate limits of Lake Orion and Orion. Law enforcement services, as defined above, shall not include police related "support services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the Oakland County Sheriff's Department now provides on a county-wide basis. Nevertheless, such additional "support services" shall continue to be made available, at no additional cost to Lake Orion, to the same extent that the OCSO continues to make such law enforcement "support services" available, at no additional charge, to all other communities within Oakland County.

a. Lake Orion acknowledges that, except as provided for under the terms of this Agreement and the County Contract, the Sheriff has only limited responsibility for law enforcement services in Lake Orion and is not otherwise required, except as provided herein, to assign any specific or additional number(s) or rank(s) of Sheriff's Deputies to provide law enforcement services to Lake Orion.

b. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guarantee, either express or implied, or of any kind or nature whatsoever, in favor of Lake Orion and/or any other person or Lake Orion resident that the provision of law enforcement services under this Agreement will result in any specific reduction or prevention of criminal activity within Lake Orion or any other performance based outcome.

c. Lake Orion acknowledges that neither Orion nor the OCSO is required to increase the number of Sheriff's Deputies assigned to the Orion Substation for purposes of this Agreement.

6. Orion and Lake Orion agree that the sole and exclusive purpose of this Agreement is to provide temporary law enforcement services in and for Lake Orion to the extent and in the manner provided in this Agreement. Except as otherwise expressly provided for in this agreement, Lake Orion agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to OCSO's law enforcement services in favor of or to the benefit of any particular person(s) beyond the OCSO's and/or any Sheriff's Deputy's law enforcement officer duty, as established under existing law, to the general public. Lake Orion shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any law enforcement services, duties, or obligations to any other public or private person, corporation, entity, or organization of any kind.

7. The Sheriff’s Deputies shall continue to operate out of the existing Orion substation. No separate substation shall be offered or provided by or in Lake Orion. Orion shall be responsible for the provision of the substation facilities in accordance with the terms of the County Contract.

8. At the discretion of Oakland County Sherriff Department and as allowed by law, appearance tickets or any other violation will be written in accordance with the applicable Lake Orion ordinances, Orion ordinances or State law. For purposes of this temporary agreement, Oakland County Sherriff Deputies will not be required to issue any ticket, appearance ticket or other violation under Lake Orion ordinances, unless mutually agreed between the parties. Rather, Oakland Sherriff Deputies shall issue tickets and all other violations under the applicable ordinances or statutes at their discretion and as allowed by law. Any administrative cost, court or prosecution costs associated with the violations or tickets issued under Lake Orion ordinances will be the responsibility of Lake Orion.

9. Copies of Lake Orion's ordinances and any stationery, notices, forms, Lake Orion ordinance appearance tickets, etc. which are required to bear the name of Lake Orion, shall be supplied to the OCSO by Lake Orion at Lake Orion's sole cost and expense.

10. Except as expressly provided for in this Agreement, Lake Orion agrees that this Agreement does not, and is not to, transfer, delegate, or assign to Orion, the County, the Sheriff, and/or any Sheriff’s Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Lake Orion under existing law.

11. Except as expressly provided for under the terms of this Agreement, no Sheriff’s Deputy while acting under the terms of this Agreement shall perform and services directly or otherwise be available to perform any work or assignments, and no Sheriff’s Deputy shall be otherwise employed or utilized, in any manner or capacity, by Lake Orion.

12. In the event of any questions or concerns with respect to the law enforcement services provided to Lake Orion under this Agreement, Lake Orion, through its Village Manager, shall communicate such concerns and questions to the Orion Supervisor, and visa versa. Lake Orion shall not provide, furnish, or assign any Sheriff’s Deputy any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff’s Deputy in the performance of any duty or obligation under the terms of this Agreement.

13. Lake Orion agrees to promptly notify and/or provide the Sheriff with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Sheriff’s Deputy. Lake Orion also agrees that it shall promptly deliver to the Sheriff written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which Lake Orion becomes aware of regarding any Sheriff’s Deputy. Lake Orion agrees to cooperate with OCSO in any investigation conducted by the Sheriff into the character or fitness of any Sheriff’s Deputy.

14. The Term of this Agreement shall be from the date of commencement of law enforcement services as set forth in Paragraph 2, above, and shall remain in effect until Sunday, March 3, 2024, at 10:59 P.M. unless extended by written mutual agreement of the parties for additional thirty (30) day periods or until the County Contract expires or terminates by its terms or otherwise, whichever occurs first. In the event the County

Contract expires or terminates by its terms and a renewal or new County Contract is entered into for the continuation of law enforcement services in Orion, this Agreement shall, unless otherwise terminated by either party as stated in Paragraph 2, be extended under the terms of this Agreement, and shall be subsequently extended in the same manner thereafter in the event of additional future renewals or new County Contracts for such services. With each such extension of this Agreement, Orion shall provide to Lake Orion a copy of the renewal or new County Contract and the parties agree that the County Contract attached hereto at the time shall be replaced with the renewal or new County Contract, and such replacement County Contract shall be and is hereby automatically incorporated herein and made a part of this Agreement without further action by either of the parties.

15. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of the County Contract. Lake Orion has received and reviewed the current County Contract, a copy of which is attached hereto, and accepts and acknowledges that it shall undertake no act nor make any omission that would result in a violation, breach, termination, default: obfuscation, limitation or reduction of the terms, provisions and/or requirements of that County Contract or any future County Contract, as defined in this Agreement, and/or Orion's obligations and benefits under said County Contract, with the sole exception being the provision to Lake Orion of law enforcement services by Sheriff's Deputies assigned to the Orion substation.

16. It is understood and agreed that the Sheriff and the County reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services. This Agreement does not, and is not intended to, diminish, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, or immunity of the parties hereto or any of the officers or employees of the parties hereto. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either party.

17. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim.

18. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced: and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.

19. Absent any express waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power, or privilege.

20. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Lake Orion and Orion, and upon their successors and assigns: and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF ORION,
a Michigan Municipal Corporation

THE VILLAGE OF LAKE ORION,
a Michigan Municipal Corporation

Chris Barnett, Township Supervisor



Darwin D. P. McClary, Village Manager

Penny Shults, Township Clerk

Susan Galeczka, Village Clerk

Dated: _____

Dated: _____

Attachment A

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Lieutenant	\$96.89	\$98.83	\$100.81
Sergeant	\$87.94	\$89.70	\$91.49
Deputy II	\$75.60	\$77.09	\$78.62
Deputy I	\$68.53	\$69.90	\$71.30



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Police Chief Recruitment Process and Budget Amendment

BACKGROUND BRIEF:

Administration is requesting that Village Council approve a budget amendment to allow the Village Manager to engage the services of EMPCO to conduct an in-basket assessment exercise for Police Chief candidates to help assess the knowledge, skills, and abilities of applicants as part of the recruitment and selection process for a new Police Chief. The supplemental appropriation also covers the costs for background investigation, psychological evaluation, preemployment physical examination, oral board lunch, and meet-and-greet reception. The Village Manager intends to undertake the following recruitment and selection process for the position:

- Position opening has been advertised in the Lake Orion Review, Oakland Press, Michigan Municipal League web site, and Michigan Association of Chiefs of Police web site
- First review of applications will be undertaken on May 3, 2024
- Semifinalists will complete an in-basket assessment through EMPCO and will be scored
- Semifinalists with passing scores on the in-basket assessment will be interviewed by an oral board consisting of the Interim Police Chief, Police Lieutenant, a Police Chief or retired chief outside of the area, and a Police Department employee selected by POAM; the oral board will score the interviewees and submit the top three (3) candidates to the Village Manager for consideration; background investigations on the three finalists will be completed
- The Village Manager will conduct interviews of the three finalists and hold a meet-and-greet of the finalists with Village staff, council members, and the public; attendees will have an opportunity to submit their confidential written comments and observations to the Village Manager for consideration
- The Village Manager will make a selection and negotiate employment contract terms
- The Village Manager will present his selection to the Village Council for confirmation

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The estimated cost for the recruitment and selection process is \$10,000, including \$3,400 for the EMPCO in-basket assessment and up to \$5,250 for background investigations.

RECOMMENDED MOTION:

To approve a budget amendment to increase the appropriation to Account #207-301-801-000 Police Fund-Contractual Services in the amount of \$10,000 from \$6,700 to \$16,700 for the costs of the Police Chief position recruitment and selection process, with monies for this supplemental appropriation to come from the Police Fund reserves.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: April 22, 2024

TOPIC Periodic Performance Evaluation – Village Manager

BACKGROUND BRIEF:

Village Council is scheduled to complete the Village Manager's annual performance evaluation pursuant to Section 8 of the Village Manager's employment agreement. The Village Manager has requested a closed meeting of the Council to conduct the evaluation in accordance with Section 8(1)(a) of the Michigan Open Meetings Act. Village Council received copies of the performance evaluation form by E-mail on March 20. The Village Manager has also requested that Village employees complete a 360-degree evaluation of his performance, with evaluations to be submitted directly to the Clerk/Treasurer for distribution to Council.

Attached is a copy of the Village Manager's letter of request for a closed session, Village Manager's employment agreement, and the Council's FY 2023-24 adopted goals and objectives for the information of Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To convene into closed session for the purpose of considering the periodic performance evaluation of the Village Manager in accordance with Section 8(1)(a) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended.

March 13, 2024

Hon. Jerry Narsh, President
c/o Sonja Stout, Clerk/Treasurer
VILLAGE OF LAKE ORION
21 East Church Street
Lake Orion, MI 48362

RE: VILLAGE MANAGER PERIODIC PERFORMANCE EVALUATION

Dear Honorable President Narsh:

Pursuant to Section 8(1)(a) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, I hereby request a closed meeting of the Village Council to consider my periodic performance evaluation as Village Manager. I believe strongly that a closed meeting provides the best and most beneficial opportunity for the Village Council and Village Manager to discuss performance matters through open, honest, and unfettered dialogue.

I look forward to the opportunity to discuss my performance with the Village Council and to receive the Council's valuable and helpful feedback and suggestions.

Sincerely,



Darwin D. P. McClary

**VILLAGE OF LAKE ORION
VILLAGE MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made as of the date it is fully signed and is between the Village of Lake Orion, Oakland County, Michigan, a Michigan municipal corporation, whose address is 21 East Church Street, Lake Orion, Michigan 48362, hereinafter referred to as "Village", and Darwin D. P. McClary, whose address is [REDACTED], Ypsilanti, MI 48197, hereinafter referred to as "Manager."

RECITALS:

WHEREAS, pursuant to Section 3.7 of the Village Charter, the Village Council desires to employ Manager to hold the office of and serve at the pleasure of the Council, as Village Manager of the Village of Lake Orion; and,

WHEREAS, Manager has been selected by the Council on the basis of training, experience and ability in work which would qualify him for the position of Village Manager, and Manager desires to accept employment as Village Manager of the Village of Lake Orion; and,

WHEREAS, the Parties to this Agreement desire to set forth the terms, conditions, benefits and other provisions that the Village Council and Manager have agreed upon with respect to Manager's employment by the Village as Village Manager;

NOW THEREFORE, in consideration of the promises and mutual agreements herein, the parties agree as follows:

SECTION 1. DUTIES

The Village agrees to employ Manager and Manager agrees to serve as the Village Manager of the Village of Lake Orion to perform the functions and duties specified in the Charter and Code of Ordinances for and of the Village of Lake Orion, and such other legally permissible and proper duties and functions as the Village Council shall from time to time assign to the Manager. Effective upon commencement of the Term of employment under this Agreement, Manager shall not maintain or be engaged in any other full or part time employment or business.

SECTION 2. TERM

- A. The term of this Agreement shall be for an indefinite term commencing on the date the Manager begins employment with the Village and the Manager shall serve at the pleasure of the Village Council, subject to the provisions in Sections 4 and 5.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Council to terminate the services of the Manager at any time, subject to the provisions in Sections 4 and 5.



- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time, subject only to the provisions set forth in Section 5.

SECTION 3. SUSPENSION

The Village may suspend the Manager with full pay and benefits at any time during the term of this Agreement by a majority vote of the Village Council.

SECTION 4. TERMINATION

- A. The Manager shall serve at the pleasure of the Village Council and may be terminated without cause by a majority vote of the Village Council. Such a termination shall be effective no earlier than 30 days after the Manager receives written notice of the termination and the severance pay specified in Section 5.
- B. The Manager may be terminated for cause by a majority vote of the Village Council after the Manager has been given written notice stating the cause for termination at least ten (10) days prior to a hearing by the Village Council at which Manager shall have the opportunity to be heard. Cause for termination under this Section is defined as a failure to perform duties, after written notice from the Village and reasonable opportunity to correct performance or for a conviction of a crime, a violation of the standards of conduct for public officers under MCL 15.342, breach of this Agreement, malfeasance, misfeasance, and nonfeasance, or a violation of any federal, state, county or other governmental law or regulation while acting as Village Manager. In the event the Manager is terminated based upon cause, the Village shall have no obligation to pay the Manager any severance pay or payment for any accrued vacation, PTO, holiday, sick, compensatory or personal leave time that may otherwise be payable to the Manager.

SECTION 5. TERMINATION PROVISIONS

- A. In the event the Manager is terminated without cause at a time when the Manager is willing and able to perform the duties under this Agreement, the Village agrees to pay the Manager a lump sum cash payment equal to six (6) months' base salary as severance pay.
- B. The Manager may resign effective no earlier than 30 days, or such other period of time as the Manager and Village Council agree, after written notice of the resignation is given to the Village Council by delivery to the Village Clerk. Failure of the Manager to give the required 30 day prior notice of resignation will result in forfeiture of the right to payment for any accrued vacation, PTO, holiday, sick, compensatory or personal leave time that may otherwise payable to resigning Village department heads.

- C. By agreement of the Manager and Village Council, the Manager may continue to serve as Village Manager after the otherwise effective date of a termination without cause or resignation in which event the Manager's then-current salary and benefits shall be continued.

SECTION 6. DISABILITY

Subject to and consistent with, the requirements of federal and state law and the severance pay requirements of Section 5A, if the Manager is permanently disabled or is otherwise unable to perform the duties required because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond the amount of any accrued sick, vacation, personal and compensatory leave time, the Village Council may terminate this Agreement. In such case, the Village will take steps necessary to ensure that Manager receives any short term disability and long term disability payments the Manager would be eligible for and the Manager shall be compensated for any accrued sick, vacation, personal and compensatory leave time and other accrued benefits in the same manner as department heads who resign.

SECTION 7. SALARY

The Village agrees to pay the Manager an annual salary for services rendered pursuant to this Agreement, to be distributed through the Village's normal payroll system, in an amount to be determined annually by the Village Council. Upon commencement of Manager's employment under this Agreement, the annual base salary shall be \$85,000.00. The annual determinations of the base salary for the fiscal year that begins July 1 shall be made by the Village Council no later than the last regular Council meeting in March of that year, taking into account the performance evaluations described in Section 8. Any increases in the base salary and/or other benefits of the Manager shall be in such amounts and to such extent as the Village Council may determine desirable or appropriate.

SECTION 8. PERFORMANCE EVALUATIONS

The Village Council shall review and evaluate the performance of the Manager as provided in this Section. During the first year of service, the evaluation shall be done after six (6) months, and then on an annual basis in March of each year. Performance evaluations are intended to provide a means for communication between the Village Council and Manager, and shall be conducted in a manner determined by the Village Council. The review shall include a review of performance since the last evaluation and an identification by the Council of goals, objectives and expectations for and of the Manager that will be included as criteria in the next performance evaluation. The performance evaluation tools and methods shall be mutually agreed upon.

SECTION 9. HOURS OF WORK

The duties of the Manager require a great deal of time outside the normal established Village operating days and hours, and include attendance at meetings and providing necessary administrative support to the Village Council, Planning Commission, Board of Zoning Appeals, Downtown Development Authority, Parks & Recreation Advisory Committee and other existing or future Village boards and

commissions. With prior notice to the Village Council, the Manager may designate another employee or consultant of the Village to attend a meeting when the Manager is unable due to a conflict with other Village business, scheduled vacation or illness. The Village Clerk is to be notified of scheduled vacation, personal, sick or other times the Manager is out of the office. The Village acknowledges and agrees that the Manager is being employed in a bonafide, executive, administrative and professional capacity and to that end the Manager shall be allowed to establish an appropriate work schedule to accommodate for the duties requiring time spent outside of normal business hours.

SECTION 10. AUTOMOBILE ALLOWANCE

The Manager shall receive a monthly automobile allowance of \$600.00 for the use of his personal vehicle for village business, payable with the first payroll each month. Such allowance shall be used to purchase, lease, or own, operate, and maintain a vehicle. The monthly allowance shall be increased annually by 5%. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

SECTION 11. HOLIDAY AND VACATION LEAVE

The Manager shall be entitled to thirteen (13) paid holidays to be taken in the same manner and subject to the same limitations as provided for the Village's department heads and in accordance with the Village's policy in effect from time to time. These include the Day before New Year's Day, New Year's Day, Martin Luther King, Jr., Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas Day and Christmas Day.

In addition, the Manager shall receive 25 days of paid PTO leave per year, increased by 5 days per year thereafter up to maximum of 40 days to be used at his discretion credited on the first day of employment and on the anniversary date of each year thereafter. No carryover of PTO days will be allowed and payment shall not be received for any unused PTO days at the time of termination of employment.

SECTION 12. GENERAL/SICK LEAVE

The Manager shall be credited with 40 hours of sick leave on the first day of employment and annually thereafter. Sick leave will be carried over at the end of each fiscal year.

Upon termination from Village employment, retirement or death, the Village will pay 50% of the unused sick leave hours to the Manager or the Manager's designated beneficiary up to the maximum of 100 hours, or, in the event of no designated beneficiary, the Village shall pay the same to the Manager's estate.

SECTION 13. DISABILITY, HEALTH AND LIFE INSURANCE

The Manager shall be entitled to the Group Term Life Insurance Benefits for a Class 1 Employee under the Village of Lake Orion's Group Policy held with American United Life Insurance Company.

The Manager shall be entitled to health and disability benefits equal to those provided to the Village's salaried employees. If the Manager elects not to accept the village's health insurance, a health insurance opt out payment equal to 40% of the health insurance premium that would have been paid by the Village for that full-time Employee for health insurance during the prior calendar year shall be paid to any full-time Employee who received no health insurance benefit during said year, (quarterly) in a separate check by the first pay period in January, April, July and October. The reimbursement will be a maximum of \$6,000 per calendar year. An opt out form must be signed by the Manager and it shall remain in effect until it is rescinded by the Manager. If the Manager signed the opt out form subsequently has a spouse who loses his/her health insurance coverage, the Manager may opt into the Village's health insurance plan and be paid on a pro-rata basis for the months he/she opted out. Manager, according to Blue Cross/Blue Shield requirements, must opt in within 30 days of loss of coverage or wait until the new open enrollment period.

SECTION 14. RETIREMENT

The Village agrees to an immediate vesting contribution on behalf of the Manager, in an amount which is equal to 15% of the Village Manager's base salary to a legal and appropriate retirement program as selected by the Manager and the Village Council. Contributions to the Manager retirement shall be payable in equal increments each payroll period. The Village agrees to consider periodic increases in the amount of contribution, based upon performance and taking into consideration any current statutory limitations. This shall be the sole retirement program that the Village that will be providing to the Manager. The Manager shall not be entitled to participate in the Michigan Employment Retirement System ("MERS") or any other retirement program otherwise provided to any other Village employee.

SECTION 15. DUES AND SUBSCRIPTIONS

On an annual basis, the Village agrees to paying for the following professional dues and subscriptions of the Manager and any other organizations, upon approval of Council, which will contribute to the continued professional participation, growth and advancement of the Manager, and for the good of the Village: (1) Michigan Municipal Executives and (2) International City/County Management Association; and (3) The Michigan Public Employer Labor Relations Association.

SECTION 16. PROFESSIONAL DEVELOPMENT

On an annual basis, the Village agrees to pay for the Manager's travel and subsistence expenses for his attendance at the ICMA annual conference and MME Winter Institutes and agrees to consider budgeting and paying for the travel and subsistence expenses of the Manager for other professional and office travel, meetings, and occasions which the Village deems adequate to

continue the professional development of the Manager, and to pursue those official and other functions specifically designated by the Village which are deemed by the Village Council to be necessary. The adequacy of the budget and the extent of the expenses will be determined solely by the Village Council.

SECTION 17. INDEMNIFICATION

The Village shall defend, save harmless and indemnify the Manager against any professional liability claim and demand or other legal action by a third party whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Managers duties. The Village may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Notwithstanding anything herein to the contrary, the Village will not indemnify the Manager for any acts which are determined by judgment of a court to be criminal acts or intentional torts.

SECTION 18. BONDING

The Village shall bear the full cost of any fidelity or any other bonds required of the Manager under any law or ordinance.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Village Council, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any other law.
- B. All provisions of the Village Charter and Code, and regulations and rules of the Village relating to other fringe benefits and working conditions, as they now exist or hereafter may be amended, also shall apply to the Manager as they would to any other full-time employee of the Village, except as herein provided or as specifically noted otherwise.

SECTION 20. NOTICES

Notices pursuant to this Agreement shall be given in writing either personally or by certified mail with the United States Postal Service, postage pre-paid to:

(1) VILLAGE: Village Clerk, 21 East Church Street, Lake Orion, Michigan 48362.

(2) MANAGER: Darwin D. P. McClary, [REDACTED], Ypsilanti, MI 48197

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS

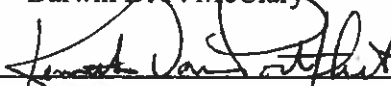
- A. The text herein shall constitute the entire Agreement between the parties.
- B. No modification of this agreement shall be valid unless such modification is approved by the Council, in writing and signed by the Village and Manager.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Manager and the Village.
- D. If any provisions, or any portion thereof contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement shall be governed by the laws of the State of Michigan, County of Oakland.

IN WITNESS WHEREOF, the Village of Lake Orion has caused this Agreement to be signed on its behalf by its Village President and Village Clerk, and the Manager has signed this Agreement on the dates indicated.

October 20, 2022

By: 
Darwin D. P. McClary

October 25, 2022

By: 
Ken Van Portfliet, Village President

October 25, 2022

By: 
Susan Galeczka, Village Clerk



2023-24 VISION, MISSION, VALUES, GOALS AND OBJECTIVES

Adopted: February 13, 2023

VISION

The Village of Lake Orion is a desirable, vital, vibrant, safe, sustainable small community that cherishes its local culture, heritage and history as it moves forward into the future. Encouraging innovation and continuous improvement promoted by the diversity of its citizens and businesses through their involvement in local governance who understand their responsibility for protecting its special natural resources creating a unique place by which its citizens and businesses are proud to call "home".

MISSION

The Mission of the Village of Lake Orion is to foster the reemergence of our community with a vibrant downtown and a high quality of life that is enhanced by our historic character, trails and waterway features.

CORE VALUES

- **Trust.** We will maintain the highest levels of transparency, honesty, integrity, truthfulness, and ethical conduct.
- **Quality.** We will strive for excellence, professionalism, quality, and pride from public officials in the conduct of our work and the provision of our programs and services.
- **Innovation.** We will encourage and support new, creative ideas and reasonable risk taking, take advantage of unique and beneficial opportunities that advance our community.
- **Respect for all individuals.** We will respect individuals, embrace tolerance and diversity, treat all citizens fairly, and seek involvement and participation from individuals from all levels of the village government and from the community at large.
- **Teamwork.** We recognize and value the importance of working together to accomplish community goals.
- **Effective Service.** We strive to be trendsetters and value timely, courteous, cooperative, responsive, efficient, and effective public service.
- **Future Orientation.** We make decisions that stand the test of time, that help us to control our own destiny, that cultivate and sustain family heritage while encouraging intergenerational connection, that promote the viability and sustainability of our community for the long term, and provide a place that all citizens and businesses are proud to call "home".

GOALS AND OBJECTIVES

- **Goal 1: Promote Sound and Prudent Financial Management**
 - **Objective 1.1: Identify, classify and determine use of all Village owned properties**. Consider possible license agreement options including use agreements with property owners on the lake for the Village owned right-of-way properties. Review Village owned properties to determine if any could be sold, licensed, or leased.
 - **Objective 1.2: Address parking needs of the downtown**, including pay to park- meters on street and a parking structure. Signage for employee parking areas. Consider Lumber Yard, parking deck and grants.
 - **Objective 1.3: Review Infrastructure Projects and Water and Sewer Rates Review**- Review the water and sewer rates based on the four-year step increases from 2022-2026 compared to current and future costs including infrastructure improvements of water and sewer system including the lift/pump stations.

- **Goal 2: Promote Proper Management of Capital Assets and Infrastructure**
 - **Objective 2.1: Water System Improvement Program - Phases 3/4**- Continue water main replacement program of the remaining old (1940) and undersized (>8”) mains. \$3,090,000 authorized bond balance (\$10,000,000 total) in 2018. Design engineering needs to be completed and grants/loans financing secured. This would include the lead goose neck/galvanized service lines as well.
 - **Objective 2.2: Sanitary Sewer System Improvement Program** – Prioritize a comprehensive sanitary sewer system improvement and funding plan, including repair and rehabilitation of pump/lift stations. SAD (special assessment district) option for sanitary sewer system improvements.
 - **Objective 2.3: DPW Yard site renovation plan** – Prepare a DPW Building improvement/replacement plan and provide funds for future needs. Prepare a DPW Yard site plan proposal.
 - **Objective 2.4: Create a comprehensive sidewalk improvement plan**
 - **Objective 2.5: Promote a comprehensive capital improvement plan and look for sustainable methods for funding**
 - **Objective 2.6: Replacement of Children’s Park Pedestrian Bridge** – The pedestrian bridge at Children’s Park to be replaced with bridge structure previously purchased.

- **Goal 3: Promote Quality Recreation Services and Environmental Stewardship**
 - **Objective 3.1: Paint Creek Stream Bank Stabilization** – Obtain grant funding to complete necessary improvements to the Paint Creek stream banks.

- **Objective 3.2: Review lake drawdown** – Lake lowering every five years - next 2027; structures issues; approval of EGLE/DNR; public input on value of continuing. Infrastructure spillway issue that goes under private property. Reevaluate engineering/repair of structures or abandon. Have hydrological study conducted on options. DNR cold water bottom draw down evaluation. Consider impact of further erosion of Paint Creek, consider deferring drawdown until bank is stabilized.

- **Goal 4: Promote a Positive Community Image**
 - **Objective 4.1: Increase/Promote clear & frequent communication from Village Council to residents & businesses:**
 - Newsletter (quarterly or more often)