



AGENDA

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, November 24, 2025

6:30 PM

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

(248) 693-8391 ext. 102

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

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

By order of the President/Chair, no matters will be discussed after 9:30 p.m., unless council/board/commission votes to continue the meeting.

7. **Consent Agenda**

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

- A. Approval of Village Council Special Meeting Minutes of November 10, 2025
- B. Approval of Village Council Regular Meeting Minutes of November 10, 2025
- C. Receive and File of DDA Regular Meeting Minutes of October 21, 2025
- D. Receive and File of Downtown Development Authority Special Meeting of November 11, 2025
- E. Receive and file Invoice Distribution Report for November 24, 2025
- F. Extend Term and Appointments for Ad Hoc Legal Services Review Committee

- [G.](#) METRO Act Permit Application – Metro Fibernet LLC
- [H.](#) DDA PA 57 Semi-Annual Informational Meeting
- [I.](#) Schedule a Special Meeting – Lions Club Jubilee Special Event

8. Items Removed from the Consent Agenda

9. Public Hearings

10. Other Items

- [A.](#) Review of Draft Ordinance – Amendments to Chapter 53 – Outdoor Irrigation Metering
- [B.](#) NOTA Alternate Delegate Appointment
- [C.](#) DDA Executive Director Contract Amendment

11. Call to the Public

12. DDA Executive Director Comments

- [A.](#) Executive DDA Director Memo

13. Council Comments

14. Village Manager Comments

15. Closed Session Items

- [A.](#) AFSCME and POAM Collective Bargaining Strategy Session

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: November 24, 2025

TOPIC: Approval of Village Council Special Meeting Minutes of November 10, 2025

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



MINUTES

SPECIAL MEETING OF THE VILLAGE COUNCIL - CIP

Monday, November 10, 2025

5:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The November 10, 2025 Village Council Special Meeting was called to order at 5:30 PM by President Rutt.

2. Roll Call and Determination of Quorum

PRESENT

President Teresa Rutt

President Pro Tem Stan Ford

Council Member Nancy Moshier

Council Member Michael Lamb - arrived at 5:31 PM

Council Member George Dandalides

Council Member Alex Comparoni Jr

Council Member Eric Papacek

STAFF PRESENT

Village Manager Darwin McClary

Police Chief Mark Amundson

DPW Director Wes Sanchez

Deputy Clerk/Treasurer Lynsey Blough

PURPOSE OF SPECIAL MEETING: Review and authorize 2026 Capital Improvement Projects (CIP).

3. Call to the Public

Brenda Beyer raised concerns about incomplete sidewalk repairs, unanswered trip hazards, and unfinished ADA ramps in District 1. She questioned funding and resident notifications and urged the Village to prioritize sidewalk safety and improve transparency.

4. Other Items

A. 2026 Capital Improvement Projects

Village Manager McClary reviewed upcoming capital projects. The Atwater Park Basketball Court, initially budgeted at \$40,000, is expected to cost \$65,000–\$70,000, with additional funding likely from General Fund reserves. The Children’s Park Bridge Replacement remains budgeted at \$100,000, and Council confirmed proceeding with engineering design. DDA Capital Improvement Funds, currently designated for sidewalks and Paint Creek Bank Stabilization, could be considered for reallocation.

Facility projects include the Lake Bypass Outfall Structure and Gate and upgrades to the Village Hall Security and Camera Systems. Cost estimates are pending. Police Chief Amundson reported discussions with a community donor about a potential Village-wide CCTV system and coordination with the DDA and local businesses, while Premisys Security System upgrades are being evaluated at higher-than-anticipated costs.

For Major Streets, crack sealing equipment (\$21,000) and the PAMP Treatment Program A (\$58,000) for portions of Elizabeth, Shadbolt, and Broadway Streets will proceed, funded half through the Major Street Fund and half via special assessments.

Local street improvements total \$547,000, offset by a \$250,000 grant, with \$297,000 to be specially assessed. Council Member Lamb raised concerns about drainage on North Shore Drive. DPW Director Sanchez will continue property owner outreach. DDA infrastructure funds of \$113,000 are budgeted, and parcel/frontage data will be provided at the next meeting.

The sidewalk program has \$30,000 seed funding from the General Fund and \$17,000 collected via special assessments from District 1. District 2 will begin following updated specifications. Brenda Beyer raised concerns about unfinished work and spending, leading to a brief procedural interruption. President Rutt advised her that the DPW Director oversees the project and maintained order in the meeting. Council confirmed inclusion of concrete material testing and the potential to add additional repairs if property owners are included in the special assessment district.

The lead service line replacement program budgets \$30,000 annually, with over 60 lines remaining and completion expected in roughly 10 years. Total replacement at once would cost \$300,000. Council Member Papacek raised safety concerns, and DPW Director Sanchez confirmed that all affected residents have been notified and interim measures such as faucet filters are available.

Phase Two of the Sanitary Sewer Pump Station Project is planned at \$5.4 million, funded through reserves, bonding, and grants. Council Members Lamb and Dandalides raised concerns about the impact on water and sewer rates and emphasized the need to review the budget to identify savings before increasing expenditures. DPW Director Sanchez noted estimated bond payments would add approximately \$50–\$60 per quarter per \$300,000 payment.

Village Manager McClary indicated project approvals, engineering proposals, and special assessment processes will return to Council at the November 24 meeting.

5. Call to the Public

6. Adjournment

MOTION made by Council Member Comparoni Jr, Seconded by Council Member Papacek, to adjourn the November 10, 2025 Village Council Special Meeting.

VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek

VOTING NAY: None

ABSENT: None

MOTION: Carried

The November 10, 2025 Village Council Special Meeting adjourned at 6:27 PM.

Teresa Rutt
President

Lynsey Blough, CMC
Deputy Clerk/Treasurer

Sonja Stout
Clerk/Treasurer

Date Approved: as presented on November 24, 2025



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

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

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



MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, November 10, 2025

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The November 10, 2025 Village Council Regular Meeting was called to order at 6:32 PM by President Rutt.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT

President Teresa Rutt

President Pro Tem Stan Ford

Council Member Nancy Moshier

Council Member Michael Lamb

Council Member George Dandalides

Council Member Alex Comparoni Jr

Council Member Eric Papacek

STAFF PRESENT

Village Manager Darwin McClary

Police Chief Mark Amundson

DPW Director Wes Sanchez

Deputy Clerk/Treasurer Lynsey Blough

DDA Executive Director Matthew Gibb

Village Engineer Carol Thurber

4. Presentations

A. Village of Lake Orion Stormwater Management Program – Carol Thurber, NFE

Village Engineer Thurber presented the Stormwater Management Plan, required under the Village's MPDES permit. The plan outlines the Village's stormwater monitoring, education, and maintenance practices, with the full document available on the Village website.

Council Member Papacek asked about the importance of stormwater management. Village Engineer Thurber said the program prevents pollutants from entering local waterways and confirmed the Village remains in full compliance with testing. Council Member Lamb inquired about E. coli and other contaminants, and Village Engineer Thurber reported no exceedance. Pro Tem Ford raised concerns about the MDOT drainage basin near Paint Creek, which Village Engineer Thurber said is MDOT's responsibility. Council Member Dandalides asked about funding and possible tax overlap with the Township. Village Manager McClary explained the Village funds its own program through local revenues. Village Engineer Thurber added that the Village partners with the Clinton River Watershed Council for education and outreach.

Rosemary Ford expressed concern about the long-standing drainage issue at the MDOT basin near Meeks Park and suggested a resident letter campaign urging state action. Peter King proposed dredging and reopening the marina for paddleboat use, adding amenities at Green's Park, and improving storm drain maintenance. He also shared a creative safety concept called "Balance the Bubble or Be in Trouble."

5. Call to the Public

Ingrid Kliffel, the new Manager of the Paint Creek Trail, introduced herself to Council and offered to maintain open communication regarding trail-related matters. She thanked Village staff for their assistance and provided brochures about the Paint Creek Trailways program.

Brenda Beyer raised concerns about delayed sidewalk repairs and uneven prioritization between residential and Village areas. She also questioned late water bill mailings, unclear late fee allocations, and rising water rates.

Donald Kindred stated that his prior disorderly conduct charge was dismissed and expressed ongoing frustration with the Lake Orion Police Department. He requested that a removed meeting room camera be reinstalled, citing transparency concerns. He also reported being "swatted" twice recently and criticized what he viewed as harassment and violations of his freedom of speech.

Matt Craig reported a year-long issue with a neighbor building a retaining wall on his property without a permit. Despite multiple contacts with zoning staff and the police confirming the violation, he has received little response from Village officials. He requested guidance on how to resolve the matter.

6. Approval of Agenda

Council Member Lamb and President Rutt emphasized that previously noticed public meetings should not be rehashed for absent residents. Meetings are recorded, and residents can request audio or attend in person. Council Member Dandalides acknowledged the concern but noted he had hoped to explore a possible solution.

MOTION made by Council Member Dandalides, Seconded by Council Member Comparoni Jr, to approve the agenda for the November 10, 2025, Village Council Regular Meeting with the following change:

- Addition of Updates on Council Items from the Village Manager

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

7. Consent Agenda

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

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to approve the November 10, 2025, Village Council Regular Meeting Consent Agenda with the following changes:

- Removal of Item J (*Receive and File of Cityhood Study Committee Final Report*)
- Removal of Item K (*Receive and File of Steeple Committee Final Report*)
- Removal of Item L (*O.C.C.C Appointment - Joseph Belanger as the Village Representative to a Two-Year Term to Expire June 30, 2027*)

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

A. Approval of Village Council Special Meeting Minutes of October 27, 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to approve the October 27, 2025, Village Council Special Meeting Minutes, as presented.

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

B. Approval of Village Council Regular Meeting Minutes of October 27, 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to approve the October 27, 2025, Village Council Regular Meeting Minutes, as presented.

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

C. Receive and File of Parks & Recreation Regular Meeting Minutes of September 23, 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the September 23, 2025, Parks & Recreation Regular Meeting Minutes, as presented.

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

D. Receive and File of Board of Zoning Appeals Regular Meeting Minutes of October 2, 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the Board of Zoning Appeals Regular Meeting Minutes of October 2, 2025, as presented.

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

E. Receive and File Investment of Report for September 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the Investment Report for September 2025.

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

F. Receive and File of Financial Statements for October 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the Financial Statements for October 2025.

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

G. Receive and File of Invoice Distribution Report for November 12, 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the bills in the amount of \$ 166,110.02 of which \$ 16,480.64 are DDA bills for a net total of \$ 149,629.38 and to receive and file the DDA bills.

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

H. Receive and File of Police Activity Report for October 2025

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to receive and file the October 2025 Police Department Activity Report.

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

I. Approval of Special Event – Polar Express

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to adopt Resolution No. 2025-041 approving the “Polar Express” Special Event Permit and the License Agreement between the Village of Lake Orion and the Lake Orion Downtown Development Authority, represented by Emily Dziegielewski, for the event to be held on December 13, 2025, and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.

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

J. Receive and File of Cityhood Study Committee Final Report

Removed for further discussion.

K. Receive and File of Steeple Committee Final Report

Removed for further discussion.

L. O.C.C.C. Appointment - Joseph Belanger as the Village Representative to a Two-Year Term to Expire June 30, 2027

Removed for further discussion.

M. Budget Amendment for Appropriation of Funds for Purchase of Pavement Crack Sealing Equipment

MOTION made by President Rutt, Seconded by President Pro Tem Ford, to approve the Budget Amendment BA-2025-225-441-01 for the appropriation of \$17,275 from the Public Works Fund Balance for the purchase of pavement crack sealing equipment and authorize the Department of Public Works to proceed with procurement.

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

8. Items Removed from the Consent Agenda

J. Receive and File of Cityhood Study Committee Final Report

Council Member Lamb reported that the Cityhood Committee, which last met on October 20, 2025, concluded that there are insufficient economic or social benefits to pursue cityhood. The committee’s duties are now complete.

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni Jr., to receive and file the memorandum.

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

K. Receive and File of Steeple Committee Final Report

Council Member Lamb reported that the Steeple Committee successfully oversaw the removal of the steeple, roof restoration, and storage of the original steeple for possible future use. The project was completed on time and on budget, and the dangerous gazebo was removed at no cost. Thanks were given to contractor John Healy of Durable Construction, Inc and the DPW team. Citizens noted remaining concerns about the aging roof, lack of ventilation, and potentially inadequate insulation, which staff will address as part of normal maintenance. The committee has completed its work.

MOTION made by Council Member Lamb, Seconded by President Rutt, to receive and file the committee report.

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

Council Member Lamb asked when the next phase of ceiling repairs, including substructure and insulation issues, would begin. Village Manager McClary responded that work is planned for the winter months and is considered routine maintenance, not a CIP project. Brenda Beyer questioned prior costs and Village Manager McClary noted \$50,000 spent on steeple removal/roof repairs, with additional maintenance expected, stressing the building’s historic nature requires careful, costly repairs.

L. O.C.C.C. Appointment - Joseph Belanger as the Village Representative to a Two-Year Term to Expire June 30, 2027

Council Member Lamb asked to confirm with Council Member Moshier that the Cable Commission includes two council members and one citizen member. He suggested inviting citizen member Mr. Belanger to a future meeting to introduce himself.

MOTION made by Council Member Lamb, Seconded by President Rutt, to reappoint Joseph Belanger as a Village Resident Representative to the Orion Community Cable Communications Commission (OCCCC) for a 2-year term to expire on June 30, 2027.

VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek

VOTING NAY: None

ABSENT: None

MOTION: Carried

9. Public Hearings

None.

10. Business From Closed Session

11. Other Items

A. Grant Writing Opportunities

The Council discussed how to more actively pursue grant funding for Village projects. Village Manager McClary reviewed current practices, noting that most grant applications have been done in-house or with consultants at minimal cost, resulting in over \$2 million in funding in the past three years. He recommended continuing to rely on consultants for grant writing rather than hiring new staff, to maintain flexibility and control over limited resources.

Council Member Dandalides proposed redirecting a recently approved part-time Administrative Assistant to focus on grant writing within the existing \$30,000 budget, but the motion received no support. Council Member Lamb suggested a non-financial approach, formally having existing staff dedicate small, scheduled amounts of time each month to identify grant opportunities, and using consultants for application preparation as needed. President Rutt supported this approach, noting that it aligns with prior Council intent without disrupting current staffing plans.

Village Manager McClary emphasized that staff already proactively pursue grants and that additional responsibilities require resource allocation. He also confirmed that the Township cannot provide consistent grant-writing support.

Brenda Beyer clarified the history of the Village’s four-day workweek and the need for additional staffing to return to five-day operations.

MOTION moved by Council Member Lamb, Seconded by President Rutt, to direct Administration to develop a plan for utilizing existing staff to prioritize research and identification of grant opportunities, while continuing to rely on consultants for preparation of grant applications as needed, and to report back to the Council with recommendations.

VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek

VOTING NAY: None

ABSENT: None

MOTION: Carried

B. Updates on Council Items from the Village Manager

Council Member Dandalides requested updates on three items: the Lions Club Jubilee event, the Village Sign Ordinance and Village property inventory.

Village Manager McClary responded that the Lions Club application had been reviewed, the Fire Department rejected it, and it is expected to return to the Council Agenda on November 24th. The property inventory report is in the final stages and is expected for the first December meeting. The report will provide a comprehensive overview of Village-owned properties, including location, existing improvements, and potential conformity with ordinances, but not recommendations. Those would come later in a potential Phase IV. Council Member Lamb emphasized he wants details on property location, use, and conformity included to ensure nothing is missing.

Village Manager McClary clarified that Phase III would document properties and improvements, and any further action such as addressing unauthorized improvements or considering license agreements with neighbors would require Council direction. Council Member Lamb urged the report to be brought forward promptly to move toward decision-making without unnecessary delay.

12. Call to the Public

Brenda Beyer expressed frustration over her rising water and sewer bills, questioned unexplained charges, criticized budget transparency, and urged action to make utility costs more manageable, suggesting monthly billing as a solution.

Jackie Doran expressed concern over her unexpectedly high \$700 water bill, noting she lives alone and is rarely home. She attributed the increase to sewer charges from lawn irrigation and asked for an update on the Village's discussion about allowing residents to install a second irrigation meter, which she understood was to be revisited at this meeting. She was told to follow up with Administration.

13. DDA Executive Director Comments

DDA Executive Director Gibb provided an update on DDA activities and collaboration with the Village. He highlighted improved coordination with Village Administration, including DPW, Police, and Code Enforcement, and praised recent successes in Code Enforcement. The DDA is pursuing three specific grants for placemaking and bank stabilization projects and is exploring ways to maximize collaboration within the existing TIF plan using available technical assistance funds. He also updated Council on the Lumberyard site, including stormwater management, coordination with MDOT, and preservation of historic structures. He emphasized efficient use of resources, working collaboratively, and following proper communication channels, and noted upcoming community events such as "Sing and Stroll."

14. Council Comments

Council Member Lamb recognized the 250th anniversary of the U.S. Marine Corps, sharing personal reflections about his late father's service and expressing pride in the Marine Corps' traditions. He then addressed water and sewer rates, explaining that increases are necessary to fund critical infrastructure repairs and bond obligations. He emphasized that while costs will continue to rise for all residents, the Council and staff are working to find ways to reduce the financial burden where possible.

Council Member Comparoni Jr. wished everyone a Happy Veterans Day and thanked the Village Manager for his strong leadership and effective work. He cautioned against micromanaging staff, noting that the department is doing well with the resources it has. He also raised concerns about water and sewer billing discrepancies, suggesting a study to verify accuracy and ensure no one is bypassing meters. He closed by thanking everyone for their hard work.

Pro Tem Ford thanked the public for their comments and acknowledged the shared frustrations over water and sewer issues. He expressed appreciation for the DDA Executive Director's project updates and the Administration's efforts, noting that staff are working hard and following Council's direction to address the community's concerns.

Council Member Dandalides apologized for his earlier wording, explaining his strong feelings about the Village's financial situation. He emphasized the need to both reduce costs and find new revenue sources without increasing taxes or utility rates. He stated he is confident that savings can be found in the budget and is committed to helping to pursue these goals.

Council Member Moshier thanked the public for attending and expressed appreciation for the Administration and Village Manager McClary, noting that staff handle many responsibilities behind the scenes. She said she was glad to see Mr. Belanger reappointed to the Cable Commission, praised his insight, and shared that she would be attending a professional convention in Washington, D.C. next week. She ended with a lighthearted "happy winter" remark.

Council Member Papacek expressed appreciation for the Village Administration, noting the positive relationship and their expertise. He also reminded everyone to recognize Veterans Day and to thank and reach out to veterans in appreciation of their service.

President Rutt thanked veterans for their service and acknowledged the sacrifices of military members. She also thanked the DDA Director for the updates and reminded residents that water bills are due Thursday. She noted that she, too, feels the financial strain of rising utility costs but emphasized that maintaining the water and sewer systems is necessary. She clarified that the \$3,000 sidewalk fund represents prepaid costs later reimbursed by residents, not new Village spending. Lastly, she acknowledged ongoing issues like the fence concern and expressed confidence that the Village Manager will follow up.

15. Village Manager Comments

Village Manager McClary explained that recent rate increases stem from nearly \$10 million in required water and sewer upgrades spread over only 1,500 customers. A draft ordinance for

Outdoor Irrigation Metering is under review and expected in December. He reported 48 applicants for the part-time Administrative Assistant position, with interviews underway and possible delay of five-day office hours to mid-December. Updates were also given on the Dam Inspection Action Plan, Legal Services Review, and upcoming dates.

16. Closed Session Items

17. Adjournment

MOTION made by Council Member Comparoni Jr, Seconded by President Pro Tem Ford, to adjourn the November 10, 2025, Village Council Regular Meeting.

VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek

VOTING NAY: None

ABSENT: None

MOTION: Carried

The November 10, 2025, Village Council Regular Meeting adjourned at 8:25 PM.

Teresa Rutt
President

Lynsey Blough, CMC
Deputy Clerk/Treasurer

Sonja Stout
Clerk/Treasurer

Date Approved: as presented on November 24, 2025



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC: Receive and File of DDA Regular Meeting Minutes of October 21, 2025

RECOMMENDED MOTION: To receive and file the Downtown Development Authority Regular Meeting Minutes of October 21, 2025, as presented.



MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, October 21, 2025

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The October 21, 2025 Downtown Development Authority Regular Meeting was called to order at 6:30 PM by Chairperson Burgess.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Debbie Burgess
Vice Chairperson Sam Caruso
Treasurer Matt Shell - arrived at 6:36 PM
Secretary Hank Lorant
Board Member Lloyd Coe
Board Member Chris Barnett
President Teresa Rutt

ABSENT

Board Member Sally Medina
Board Member Alaina Campbell

STAFF PRESENT

Assistant Director Janet Bloom
Village Manager Darwin McClary
Deputy Clerk/Treasurer Lynsey Blough

3. Approval of Minutes

A. Approval of DDA Regular Meeting Minutes of September 16, 2025

MOTION made by Board Member Barnett, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Minutes of September 16, 2025, as

presented.

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

4. Approval of Agenda

MOTION made by President Rutt, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Agenda of October 21, 2025, as presented.

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

5. Call to the Public

Francesco Komandera, a resident of Oakland County, praised the Village Council President for handling of the previous meeting and proposed an off-campus AV program at the Ehman Center for students, focusing on special effects and CGI. He urged more support for youth and arts initiatives, better safety for downtown workers, especially those walking alone at night and suggested designated parking for late-shift employees. He also highlighted the hard work of those behind downtown events and called for better accommodation for them.

6. Consent Agenda

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

MOTION made by President Rutt, Seconded by Secretary Lorant, to approve the October 21, 2025, Consent Agenda by one vote, as presented.

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

A. Financial Reports

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

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

7. Financial Matters

A. Bill Approval

MOTION made by Board Member Barnett, Seconded by Treasurer Shell, to approve disbursements in the amount of \$217,424.31 for September 2025.

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

8. New and Old Business

A. Holiday Lights Installation - Award of Contract

Assistant Director Bloom provided a comparison of three bids for holiday lights and decorations from Santa's Light Crew, Timberland, and Eradico, with Santa's Light Crew offering the lowest bid.

MOTION made by Treasurer Shell, Seconded by Board Member Barnett, to award Santa's Light Crew the contract for the installation, maintenance, and removal of holiday lights and garland for the Lake Orion DDA during the 2025-2026 holiday season, at a total cost not to exceed \$11,100. The funding will come from GL 248-726-883-000 for \$6,100 (for banners and holiday lights) and the remaining \$5,000 from GL 248-729-880-012 (Sing-and-Stroll Tree Lighting).

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

Assistant Director Bloom presented two bids for roofline lighting. The DDA suggested covering 10% of the cost for businesses interested in participating, with pricing based on linear footage. There was discussion on whether to gather more information from businesses before moving forward, particularly about costs and interest in year-round lighting versus seasonal. Concerns were raised about electric bills, potential price changes with fewer participants, and the need for a more comprehensive understanding of the project before making a decision. Some board members felt this might be better suited as a project for next year.

MOTION made by President Rutt, Seconded by Secretary Lorant, to direct DDA directors to investigate further the roofline lighting to get more clarity.

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

9. Reports, Resolutions and Recommendations

A. Executive Director Report

Board Member Barnett expressed frustration over delays and lack of cooperation between the DDA and the Village. Village Manager McClary attributed the issues to the DDA's side,

particularly Executive Director Matt Gibb’s overwhelm and lack of delegation. Board Member Barnett urged Village Manager McClary to take a more active role, scheduling regular meetings with Executive Director Gibb to address the problems. Village Manager McClary agreed but emphasized the need for direct communication from the DDA to resolve issues effectively.

George Dandalides echoed concerns about communication problems between the DDA and the Village. He proposed giving the DDA Executive Director a regular spot on the Village Council agenda to improve transparency and communication. He committed to addressing issues raised by the DDA and supporting better collaboration.

Francesco Komandera expressed concern about transparency and accountability within the DDA, noting confusion over who is in control of ongoing projects. He said it appeared that the DDA director was acting independently without coordination with the Village or Township leadership. He emphasized the need for clearer oversight and communication to ensure the community understands who is responsible for decision-making.

MOTION made by Board Member Barnett, Seconded by President Rutt, to receive and file the Executive Directors Report for October 2025.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Barnett, Rutt

VOTING NAY: None

ABSENT: Coe, Campbell

MOTION: Carried

B. Resolution - Lumber Yard Project Authorization

Assistant Director Bloom presented a resolution to authorize the Lumberyard at Paint Creek Public Market to submit application materials for zoning and permitting, contingent on the formation of a nonprofit board. Treasurer Shell confirmed the nonprofit has been formed but emphasized the board must be appointed before moving forward.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve this resolution subject to a board being appointed for the nonprofit corporation.

President Rutt expressed hesitancy, requesting more details on the legal framework and operations of the entity before proceeding. The board discussed tabling the resolution or calling a special meeting to gather more information, ensuring the right people and answers are present for a more informed decision.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to amend the motion to table and request a special meeting to be planned once Executive Director Gibb returns from vacation.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Barnett, Rutt

VOTING NAY: None

ABSENT: Coe, Campbell

MOTION: Carried

C. Assistant Director’s Report

Assistant Director Bloom recapped recent and upcoming downtown events, including a successful Movie Night, Halloween Extravaganza, and the America in Bloom. She highlighted strong community engagement, partnerships, and merchant participation. Upcoming events include Witches Night, the Storybook Stroll, holiday festivities, and the removal of the DIA art installation. She also announced a new sponsorship portal, recognized two local businesses for winning county grants, and invited merchants to an Oct. 27 meeting to discuss downtown needs and involvement.

Treasurer Shell suggested coordinating with local elementary schools next year to avoid scheduling conflicts, noting that one school held a trunk-or-treat event on the same night as the downtown Halloween parade. While the overlap may not be entirely avoidable, early communication could help. He also acknowledged the parade's success despite missing it himself.

MOTION made by Treasurer Shell, Seconded by Board Member Barnett, to receive and file the Assistant Director's Report.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Barnett, Rutt

VOTING NAY: None

ABSENT: Coe, Campbell

MOTION: Carried

10. Board Comments and Training Feedback

President Rutt praised the Halloween event for drawing over 800 attendees, many from outside the area, and highlighted its success. She joked about donut consumption, suggested featuring Wes as Bluey in the next newsletter, and emphasized continued teamwork to improve downtown.

Vice Chairperson Caruso praised the Halloween event's vibrant, magical atmosphere and strong turnout, highlighting downtown's welcoming vibe. He strongly supported the Lumberyard project as a major step forward, emphasized the board's transparency, and defended Executive Director Gibb's alignment with board direction. He expressed enthusiasm for future downtown developments.

Treasurer Shell acknowledged Executive Director Gibb's overwhelm due to ongoing, unwarranted public attacks and FOIA requests from a Village Council Member despite DDA approval. He called for these actions to stop, citing wasted time and hindered progress, though he doubted they would.

Secretary Lorant shared similar concerns about disruptive behavior from a Council Member during a recent meeting but praised the Village President for restoring order. He also complimented downtown's appearance and the Halloween event's turnout and efforts by the Orion Arts Center.

Board Member Medina expressed disappointment over unprofessional behavior and a Council Member walking out on a speaker at a recent meeting. She emphasized the value of volunteer time, shared personal motivations for joining the board, and highlighted positive community events. Despite frustrations, she expressed love for the town and hope for moving past conflicts to achieve great things.

Board Member Barnett voiced frustration over meetings marked by deception and disrespect. He stressed that Board Members volunteer out of love for downtown, condemned false accusations, praised local business owners, and called for accountability for officials who lie or violate their oath. He appreciated the Executive Director’s efforts and urged collaboration to support a thriving downtown despite challenges.

Chairperson Burgess thanked the board for their dedication and stressed teamwork’s power to achieve more. She expressed optimism about the Lumberyard as a community comeback, highlighted family participation and community spirit at Halloween, and urged respect, accountability, and positive examples for future generations. She encouraged focusing on successes, owning mistakes, and working together, ending with excitement for upcoming downtown events.

11. Next Regular Meeting - Nov. 18, 2025

12. Adjournment

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to adjourn the October 21, 2025 Downtown Development Authority Board Regular Meeting.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Barnett, Rutt

VOTING NAY: None

ABSENT: Coe, Campbell

MOTION: Carried

The October 21, 2025 Downtown Development Authority Board Regular meeting adjourned at 7:40 PM.

Debbie Burgess
Chairperson

Lynsey Blough, CMC
Deputy Clerk/Treasurer

Sonja Stout
Village Clerk/Treasurer

Date Approved: as presented on November 18, 2025



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC: Receive and File of DDA Special Meeting Minutes of November 11, 2025

RECOMMENDED MOTION: To receive and file the Downtown Development Authority Special Meeting Minutes of November 11, 2025, as presented.



MINUTES

SPECIAL MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, November 11, 2025

5:00 PM

Downtown Development Authority Office – 118 N Broadway Street, Lake Orion, MI 48362

(248) 693-9742

1. Call to Order

The Tuesday, November 11, 2025, Special Meeting of the Lake Orion Downtown Development Authority Board of Directors was called to order in the Lake Orion Downtown Development Authority Conference Room located at 118 N. Broadway Street, Lake Orion, MI 48362 by Chairperson Debbie Burgess at 5:02 PM.

2. 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	Present	
Alaina Campbell	Village of Lake Orion	Board Member	Absent	
Lloyd Coe	Village of Lake Orion	Board Member	Absent	
Sally Medina	Village of Lake Orion	Board Member	Absent	
Teresa Rutt	Village of Lake Orion	Council President	Present	

STAFF PRESENT:

Matthew Gibb, DDA Executive Director

3. Approval of Agenda

Motion to approve the agenda moved by Matthew Shell, Treasurer, and seconded by Hank Lorant, Secretary. Ayes: Burgess, Shell, Lorant, Barnett, Caruso and Rutt. Absent: Coe, Campbell, Medina. Motion adopted.

4. New and Old Business

A. Concrete Services – Consider and Award

Move to accept and approve the proposal from JAH Services for the preparation and finish of approximately 2900 sq ft of concrete surface in the main barn, at a cost not to exceed \$36,260, with funding from GL 248-726-980-001 – Public Spaces Grant – General.

Moved by Matthew Shell, Treasurer, and seconded by Hank Lorant, Secretary. Ayes: Burgess, Shell, Lorant, Barnett, Caruso, and Rutt. Absent: Coe, Medina and Campbell. Motion adopted.

5. Call to the Public

Let the record show no public comments were received.

6. Adjournment

Motion to adjourn the Tuesday, November 11, 2025, Special Meeting of the Downtown Development Authority Board.

Moved by Matthew Shell, Treasurer, and seconded by Hank Lorant, Secretary. Ayes: Burgess, Shell, Lorant, Barnett, Caruso, and Rutt. Absent: Medina, Coe and Campbell. Motion adopted.

The Tuesday, November 11 2025, Special Meeting of the Downtown Development Authority Board adjourned at 5:35 PM.

Debbie Burgess
Chairperson

Janet Bloom
Recording Secretary
DDA Assistant Director

Date Approved: _____



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC Receive and file Invoice Distribution Report for November 24, 2025

RECOMMENDED MOTION: Receive and file the Invoice Distribution Report in the amount of \$322,726.26 of which \$222,255.63 are DDA bills for a net total of \$100,470.63.

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 11/25/2025 - 11/25/2025

POSTED AND UNPOSTED

OPEN

Section 7, Item E.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 000 REVENUE					
101-000-123-000	CLERICAL OFFICE 8%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	324.88	None
101-000-123-000	PARKS & RECREATION 1%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	40.61	None
101-000-123-000	LIFEGUARDS 1%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	40.61	None
101-000-202-000	051-GARBAGE	KITE, JENNIFER	UB refund for account: 004-0340	35.72	None
101-000-228-100	DUE TO STATE OF MICHIGAN -	STATE OF MICHIGAN	FINGERPRINTS PRINTED SEPTEMBER	40.00	None
101-000-228-100	KRETSCHMER PRINTED 9.8.25	STATE OF MICHIGAN	FINGERPRINTS PRINTED SEPTEMBER	42.00	None
101-000-228-100	PANCHALINGAM PRINTED 9.11.	STATE OF MICHIGAN	FINGERPRINTS PRINTED SEPTEMBER	42.00	None
101-000-228-100	ZSENYUK	STATE OF MICHIGAN	FINGERPRINTS PRINTED OCTOBER	42.00	None
101-000-279-000	RETIREE HEALTHCARE-RETIREE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE DECEMBER 2025	1,028.72	None
101-000-279-000	GENERAL PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR SHANK DEC 2025	300.14	None
101-000-281-003	THRU OCT 26 2025	NOWAK & FRAUS ENGINEERS	N808- PENNISULA CONDO	406.25	None
101-000-281-004	THROUGH OCTOBER 26	NOWAK & FRAUS ENGINEERS	M900 FLATS AT WEST VILLAGE 55 ELIZABE	3,025.00	None
101-000-281-007	AS BUILT REVIEW	NOWAK & FRAUS ENGINEERS	M775 BLANCHE SIMS ELEMENTARY THRU NOV	363.75	None
101-000-281-008	OCTOBER 26 2025	NOWAK & FRAUS ENGINEERS	O039-SNUG HARBOR OCTOBER 26 2025	625.00	None
101-000-281-018	THRU OCT 26 2025	NOWAK & FRAUS ENGINEERS	0853 EASTPORT VILLAGE - JACOBSON'S	812.50	None
			Total Department 000 REVENUE	7,169.18	
Department: 215 VILLAGE CLERK					
101-215-900-000	OAKLAND PRESS AD APPLICANT 21C ADVERTISING		OAKLAND PRESS AD ADMIN ASSISTANT	499.00	None
			Total Department 215 VILLAGE CLERK	499.00	
Department: 228 Information Technology					
101-228-801-000	INVOICE 228010	VC3, INC.	MONTHLY BILLING FOR NOVEMBER	1,895.20	None
			Total Department 228 Information Technology	1,895.20	
Department: 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE DECEMBER 2025	900.15	None
101-260-727-000	VILLAGE WATER RENTAL	CRYSTAL WATER COMPANY	VILLAGE WATER	37.00	None
101-260-727-000	CORDLESS VACUUM RETURN	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	(113.99)	None
101-260-727-000	CORDLESS VACUUM	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	113.99	None
101-260-727-000	WALL CALENDAR	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	10.99	None
101-260-920-000	20 E SHADBOLT ACCT # 1030	CONSUMERS ENERGY	NOVEMBER BILL	18.70	None
101-260-920-000	21 E CHURCH ACCT# 1030 170	CONSUMERS ENERGY	NOVEMBER BILL	426.30	None
101-260-921-000	STREETLIGHTS	DTE ENERGY	OCTOBER BILL STREETLIGHTS	4,293.43	None
101-260-930-000	CLR RUST REMOVER INVOICE 1	GREAT LAKES ACE HARDWARE	BUILDING REPAIRS	26.59	None
101-260-930-000	11/10/25 VILLAGE WINDOW CL	ECHTINAW, WAYNE S.	VILLAGE WINDOW CLEANING	100.00	None
101-260-930-000	VILLAGE OFFICE NOVEMBER	PL CARPET CLEANING	CARPET CLEANING NOVEMBER	350.00	None
101-260-930-000	ACCT 28473094 VILLAGE MONT	ORKIN PEST CONTROL	MONTHLY PEST BILL DECEMBER	114.00	None
101-260-956-000	2026 LOCAL GOVT MEMBERSHIP	CLINTON RIVER WATERSHED CO	2026 LOCAL GOVT MEMBERSHIP DUES	667.00	None
			Total Department 260 GENERAL ACTIVITIES	6,944.16	
Department: 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-806-000	M629 GENERAL ENGINEERING O	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THR	187.50	None
			Total Department 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER	187.50	
			Total Fund 101 GENERAL FUND	16,695.04	
Fund: 202 MAJOR STREET FUND					
Department: 000 REVENUE					
202-000-123-000	STREET OPERATONS 10%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	406.10	None
			Total Department 000 REVENUE	406.10	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 11/25/2025 - 11/25/2025

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Section 7, Item E.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 202 MAJOR STREET FUND					
Department: 463 ROUTINE MAINTENANCE					
202-463-726-000	ASPHALT PATCH 08761	HOME DEPOT CREDIT SERVICES	MAINTENANCE CONCRETE ASPHALT AND SHRI	112.85	None
202-463-801-000	INVOICE 61724	CURBCO SWEEPING	STREET SWEEPING	770.00	None
Total Department 463 ROUTINE MAINTENANCE				882.85	
Total Fund 202 MAJOR STREET FUND				1,288.95	
Fund: 203 LOCAL STREET FUND					
Department: 000 REVENUE					
203-000-123-000	STREET OPERATIONS 10%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	406.10	None
Total Department 000 REVENUE				406.10	
Department: 478 WINTER MAINTENANCE					
203-478-726-000	METAL SALT SCOOP INVOICE 1	AMAZON CAPITAL SERVICES	SALT SCOOPS & BOAT TRAILER FENDERS	178.14	None
Total Department 478 WINTER MAINTENANCE				178.14	
Total Fund 203 LOCAL STREET FUND				584.24	
Fund: 207 POLICE FUND					
Department: 000 REVENUE					
207-000-123-000	POLICE OFFICERS 42%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	1,705.62	None
Total Department 000 REVENUE				1,705.62	
Department: 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE DECEMBER 2025	900.15	None
207-301-716-001	POLICE PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR SHANK DEC 2025	900.40	None
207-301-730-000	POLICE PRINTER CONTRACT 56	U.S. BANK EQUIPMENT FINANC	RICOH CONTRACT PAYMENT POLICE PRINTER	110.43	None
207-301-730-000	COPY CHARGES BW-\$21.88 COL	APPLIED INNOVATION	POLICE COPY MACHINE USAGE INVOICE 297	133.81	None
207-301-730-000	FREIGHT	APPLIED INNOVATION	POLICE COPY MACHINE USAGE INVOICE 297	5.35	None
207-301-802-000	PROSECUTIONS INVOICE 11890	BEIER HOWLETT, P.C.	PROSECUTIONS-SERVICES THRU OCTOBER 31	4,282.00	None
207-301-804-000	SHERIFF DISPATCH SERVICES	OAKLAND COUNTY TREASURER	SHERIFF DISPATCH SERVICES INVOICE DAT	3,965.42	None
207-301-956-000	OCACP DUES AMUNDSON	OAKLAND CTY ASSN OF CHIEFS	OCACP DUES AMUNDSON	30.00	None
207-301-957-000	SADP ADVANCE POLICE TRAINI	OAKLAND COMMUNITY COLLEGE/	POLICE TRAINING CONSORTIUM FEE WINTER	628.80	None
207-301-957-002	DRUNK AND DRUGGED DRIVING	WOLFHOUD COP TRAINING	TRAINING CLASS	259.00	None
207-301-977-000	REMOVAL FROM 501 WATCHGUAR	OAKLAND COUNTY TREASURER	DECOMISSION AND REMOVAL OF 501 EQUIPM	339.51	None
207-301-977-000	VEHICLE GRAPHICS 505	ARCTICFX GRAPHICS, LLC	GRAPHICS FOR VEHICLE 505	800.00	None
207-301-977-000	DESIGN FEE (1 TIME FEE)	ARCTICFX GRAPHICS, LLC	GRAPHICS FOR VEHICLE 505	200.00	None
Total Department 301 POLICE/SHERIFF/CONSTABLE				12,554.87	
Total Fund 207 POLICE FUND				14,260.49	
Fund: 225 DEPT OF PUBLIC WORKS FUND					
Department: 000 REVENUE					
225-000-123-000	BUILDING OPERATIONS 15%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	609.15	None
225-000-123-000	CEMETERY OPERATIONS 5%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	203.05	None
Total Department 000 REVENUE				812.20	
Department: 276 CEMETERY					
225-276-748-000	INVOICE 4109	GENESEE VALLEY VAULT INC.	CEMETERY FOUNDATIONS	401.00	None
225-276-930-000	CONCRETE INVOICE 18808	HOME DEPOT CREDIT SERVICES	MAINTENANCE CONCRETE ASPHALT AND SHRI	35.88	None
Total Department 276 CEMETERY				436.88	
Department: 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE DECEMBER 2025	3,343.42	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

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Section 7, Item E.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 225 DEPT OF PUBLIC WORKS FUND					
Department: 441 DEPARTMENT OF PUBLIC WORKS					
225-441-740-000	CEMENT TROWEL INVOICE 8208	GREAT LAKES ACE HARDWARE	VARIOUS SUPPLIES	22.78	None
225-441-740-000	GFCI OUTLET INVOICE 8220	GREAT LAKES ACE HARDWARE	VARIOUS SUPPLIES	30.39	None
225-441-740-000	EARPLUGS INVOICE 8222	GREAT LAKES ACE HARDWARE	VARIOUS SUPPLIES	10.62	None
225-441-740-000	BRAKE CLEAN & PENETRANT IN	O'REILLY AUTOMOTIVE, INC.	SUPPLIES	45.06	None
225-441-740-000	WIPES SHRINK WRAP INVOICE	HOME DEPOT CREDIT SERVICES	MAINTENANCE CONCRETE ASPHALT AND SHRI	87.27	None
225-441-740-000	TRIM SCREWS BIT SET INVOIC	GREAT LAKES ACE HARDWARE	BUILDING REPAIRS	56.02	None
225-441-741-000	GRINDER NUT 19J6-GVXN-3KTJ	AMAZON CAPITAL SERVICES	SALT SCOOPS & BOAT TRAILER FENDERS	8.43	None
225-441-741-000	LEAF RAKE INVOICE 7012867	GREAT LAKES ACE HARDWARE	BUILDING REPAIRS	68.41	None
225-441-820-000	BOOTS HOODIE WES 658762	UHAN'S DEPARTMENT STORE	UNIFORM BOOT ALLOWANCE	265.50	None
225-441-820-000	BOOTS CHRIS 658761	UHAN'S DEPARTMENT STORE	UNIFORM BOOT ALLOWANCE	248.00	None
225-441-820-000	WINTER COAT JOSE 137896	UHAN'S DEPARTMENT STORE	UNIFORM BOOT ALLOWANCE	60.00	None
225-441-865-000	PLOW FLUID INVOICE 283638	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	120.00	None
225-441-920-000	362 CASS ACCT# 1030 1701 1	CONSUMERS ENERGY	NOVEMBER BILL	330.17	None
225-441-920-000	333 CASS ST ACT # 1030 170	CONSUMERS ENERGY	NOVEMBER BILL	0.00	None
225-441-931-000	TRAILER FENDERS 1FRQ-D3J6-	AMAZON CAPITAL SERVICES	SALT SCOOPS & BOAT TRAILER FENDERS	69.73	None
225-441-931-000	FILTER KIT INV#283638	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	83.08	None
225-441-931-000	ANGLE RAM INV#283638	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	443.06	None
225-441-931-000	HPU COVER INV#283638	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	97.07	None
225-441-931-000	HPU COVER RETURN INV# 2836	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	(97.07)	None
225-441-931-000	BOTTOM RESERVOIR INVOICE 2	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	137.02	None
225-441-931-000	BLADE GUIDES INVOICE 28363	BOSTICK TRUCK CENTER	PLOW REPAIR HYDRAULICS	130.72	None
225-441-957-000	HAZARD CONTROL CONFERENCE	MICHIGAN RURAL WATER ASSOC	TRAINING EVENT CHRIS ALEKS	470.00	None
Total Department 441 DEPARTMENT OF PUBLIC WORKS				6,029.68	
Total Fund 225 DEPT OF PUBLIC WORKS FUND				7,278.76	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					
248-260-920-000	1000 6299 5376	CONSUMERS ENERGY	1000 6299 5376	140.26	None
248-260-921-000	38 S WASHINGTON	DTE ENERGY	STREET LIGHTS	49.31	None
248-260-921-000	22 E SHADBOLT	DTE ENERGY	STREET LIGHTS	143.20	None
248-260-921-000	38 E FLINT	DTE ENERGY	STREET LIGHTS	425.99	None
248-260-921-000	491 S BROADWAY	DTE ENERGY	STREET LIGHTS	72.07	None
248-260-921-000	380 S BROADWAY	DTE ENERGY	STREET LIGHTS	36.83	None
248-260-957-000	ANNUAL CONF INV E3522	MICHIGAN DOWNTOWN ASSOC	INV # E3522	295.00	None
Total Department 260 GENERAL ACTIVITIES				1,162.66	
Department: 726 DESIGN					
248-726-883-000	INV 2939 BANNERS	EPRINT SOLUTION LLC	BANNERS FOR POLAR XPRESS AND SING AND	273.00	None
248-726-980-001	ORDER 25-007 CODE REQUIRME	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	4,053.27	None
248-726-980-001	ORDER 25-0-08 SALVAGE/STRU	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	7,752.00	None
248-726-980-001	ORDER 25-010 SNOW GUARD	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	4,142.68	None
248-726-980-001	ORDR 25-011 SOFFIT/CODE RO	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	5,660.00	None
248-726-980-001	MATERIAL REIMBURSE/BASE IN	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	4,500.00	None
248-726-980-001	INSTALL WINDOWS/UPPER WALL	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	1,700.00	None
248-726-980-001	RECEIPT - 11.11.25 LUMBER	AARON BARTOS	PURCHASE OF SALVAGE LUMBER	3,000.00	None
Total Department 726 DESIGN				31,080.95	
Department: 728 ECONOMIC DEVELOPMENT					
248-728-888-000	INV 389965	VIEW NEWSPAPER GROUP	INV 389965	1,353.00	None
248-728-888-000	INV 017080	HARVEST TIME	INV 017080 STRAW, STALKS, PUMPKINS	530.00	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 11/25/2025 - 11/25/2025

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Section 7, Item E.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 728 ECONOMIC DEVELOPMENT					
248-728-888-000	PRINT AD INV 391573-202512	BEST VERSION MEDIA	AD PRINTING - NEIGHBORS OF ORION	440.50	None
Total Department 728 ECONOMIC DEVELOPMENT				2,323.50	
Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				34,567.11	
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023					
Department: 901 CAPITAL OUTLAY					
301-901-950-000	INV 25-0193	TBD CONSTRUCTION SERVICES,	INV 25-0193 FENCING	4,500.00	None
301-901-950-000	ORDER 25-009 - DEMO	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	5,210.00	None
301-901-950-000	CONCRETE/FORMS/MATERIALS 2	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	6,481.98	None
301-901-971-000	FINAL BALANCE - BID 963867	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	125,000.00	None
301-901-971-000	ORDER 25-006 - PLU,MBING	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	500.00	None
301-901-971-000	ORDER 25-0012 FOUNDATION R	MICKEY'S CONSTRUCTION LLC	FINAL - PHASE 1 RESTORATION	9,736.54	None
301-901-971-000	ESTIMATE 1011725 - CONCRET	JAH SERVICES	BOARD APPROVED - CONCRETE (LY)	36,260.00	None
Total Department 901 CAPITAL OUTLAY				187,688.52	
Total Fund 301 DOWNTOWN DEV BOND PROJECT 2023				187,688.52	
Fund: 592 WATER AND SEWER FUND					
Department: 000 REVENUE					
592-000-123-000	WATER OPERATIONS 8%	MML WORKERS' COMP FUND	QUARTERLY PAYMENT 3RD QUARTER 25-26	324.88	None
592-000-275-000	032-RSEW USE	KITE, JENNIFER	UB refund for account: 004-0340	50.51	None
592-000-275-000	034-RSEWRBASE	KITE, JENNIFER	UB refund for account: 004-0340	105.63	None
592-000-275-000	064-BASE WATER	KITE, JENNIFER	UB refund for account: 004-0340	62.64	None
Total Department 000 REVENUE				543.66	
Department: 548 SEWER ACTIVITIES					
592-548-801-000	THRU OCTOBER 26 2025	NOWAK & FRAUS ENGINEERS	N434 SANITARY SEWER PUMP STATION	1,937.50	None
592-548-831-000	OCTOBER 2025	OAKLAND COUNTY TREASURER	SEWAGE DISPOSAL SERVICES OCTOBER 2025	49,646.70	None
592-548-992-000	BOND FEES	OAKLAND COUNTY TREASURER	SERIES 2020A,2020B, 2025	6.30	None
592-548-995-000	INTEREST 20A,20B,25	OAKLAND COUNTY TREASURER	SERIES 2020A,2020B, 2025	5,377.19	None
Total Department 548 SEWER ACTIVITIES				56,967.69	
Department: 556 WATER ACTIVITIES					
592-556-801-000	WATER TESTING INVOICE 2707	PARAGON LABORATORIES	WATER TESTING	254.00	None
592-556-801-000	COMMUNITY WATER SUPPLY ANN	EGLE	ANNUAL FEE FOR VILLAGE WATER SUPPLY	1,710.30	None
592-556-801-000	THROUGH OCTOBER 26 2025	NOWAK & FRAUS ENGINEERS	0823 LEAD SERVICE LINE REPLACEMENT	887.50	None
Total Department 556 WATER ACTIVITIES				2,851.80	
Total Fund 592 WATER AND SEWER FUND				60,363.15	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 11/25/2025 - 11/25/2025

POSTED AND UNPOSTED
OPEN

Section 7, Item E.

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
101			GENERAL FUND	16,695.04	
202			MAJOR STREET FUND	1,288.95	
203			LOCAL STREET FUND	584.24	
207			POLICE FUND	14,260.49	
225			DEPT OF PUBLIC WORKS FUND	7,278.76	
248			DOWNTOWN DEVELOPMENT AUTHORITY FUND	34,567.11	
301			DOWNTOWN DEV BOND PROJECT 2023	187,688.52	
592			WATER AND SEWER FUND	60,363.15	
Total For All Funds:				322,726.26	



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC Extend Term and Appointments for Ad Hoc Legal Services Review Committee

BACKGROUND BRIEF:

Legal Services Review Committee Chairman McClary is requesting an extension of the Committee term and appointments to the Committee from the first regular meeting of Council in December 2025 to the second regular meeting in January 2026, to permit the Committee to complete the work charged to it by the Council. The Committee is in the process of reviewing and rating the proposals of the six responsive firms, preparing interview questions, and establishing an interview schedule for finalists. The impending Thanksgiving and Christmas holidays, together with other scheduling commitments of Committee members, make it necessary to extend the time for completing the Committee’s work.

SUMMARY OF PREVIOUS COUNCIL ACTION:

10/27/2025 – Council created an Ad Hoc Legal Services Review Committee consisting of three (3) Council members, the Village Manager, and the Chief of Police to establish the criteria for rating legal services firms; review the proposals received on October 22, 2025, and rate each; prepare interview questions and interview firms and rate each firm’s interview presentation; and formulate a recommendation to Council on selection of the most qualified firm no later than the first regular meeting of the Village Council in December 2025.

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To extend the expiration of the term of the Ad Hoc Legal Services Review Committee and the appointments thereto from the first regular meeting of the Village Council in December 2025 to the second regular meeting of the Village Council in January 2026.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC METRO Act Permit Application – Metro Fibernet LLC

BACKGROUND BRIEF:

Council is scheduled to consider approving the METRO Act permit application from Metro Fibernet LLC of Evansville, Indiana, for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Village for a telecommunications system.

On March 14, 2002, three bills were signed into law in Michigan to stimulate the availability of affordable high-speed Internet connections. Act 48 of the Public Acts of 2002 created the Metropolitan Extension Telecommunication Rights-of-Way Oversight (METRO) Authority, whose purpose was to assist telecommunication providers in cutting through red tape to obtain permits without having to pay excessive fees or endure unnecessary delays. Under Public Act 88 of 2014, the Local Community Stabilization Authority assumed the role of the METRO Authority.

Village Attorney Kucharek has reviewed the company’s application. She finds that the application complies with the requirements of the METRO Act and recommends approval.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Metro Fibernet LLC paid to the Village the required \$500.00 application fee for consideration for approval of their METRO Act application.

RECOMMENDED MOTION:

To approve the METRO Act application dated September 5, 2025, from Metro Fibernet LLC of Evansville, Indiana, for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Village for a telecommunications system; and to authorize the Village Manager and Village Clerk to execute all necessary documents on behalf of the Village relating to the issuance of this permit.

**METRO Act Permit Application Form
Revised February 2, 2015**

Village of Lake Orion

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Metro Fibernet, LLC
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Village of Lake Orion

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By

Metro Fibernet, LLC
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: September 5, 2025

1.2 Applicant's legal name: Metro Fibernet, LLC
Mailing Address: 3701 Communications Way
Evansville, IN 47715
Telephone Number: (812) 461-1234
Corporate website: www.metronet.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Ed Hoffman
Project Director
1868 Holloway Dr.
Holt, MI 48842
Email: ed.hoffman@metronet.com
Telephone: (586) 746-6536

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: Metronet

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Nevada

1.5.2 Date of incorporation/formation: February 11, 2011

1.5.3 If a subsidiary, name of ultimate parent company; Metronet Holdings, LLC

1.5.4 Chairperson: John Cinelli, President/CEO: Dave Heimbach, Secretary: John Campbell and Treasurer: Sarah Overbaugh

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

See Exhibit "A" attached

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? **No**. If yes, describe: _____

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant’s most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Metro Fibernet, LLC currently holds a license to provide basic local exchange service.

See Exhibit “B” attached

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

See Exhibit “B” attached

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Applicant intends to provide a variety of communications and voice related services to residential and commercial customers, including local and long-distance phone

services, virtual branch exchange, and broadband connectivity. Applicant intends to provide the foregoing services over a fiber network infrastructure.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant’s existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

See Exhibit “C” attached

2.4 Please provide an anticipated or actual construction schedule.

Construction will be performed November, 2025 through May, 2025

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Metro Fibernet, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant’s facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

**David Fritz
Senior Director, Construction
Grand Rapids, MI 49504
Email: David.fritz@metronet.com
Telephone: (812) 213-1534**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant’s nearest local office;

1601 W. Hamlin Road, Rochester Hills, MI 48309

3.2 Location of all records and engineering drawings, if not at local office;

3701 Communications Way, Evansville, IN 47715

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

David Fritz
Senior Director, Construction
Grand Rapids, MI 49504
Email: David.fritz@metronet.com
Telephone: (812) 213-1534

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

See Exhibit "D" attached

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Applicant has multiple partners that are under contract. It is too early to know without first setting the schedule when closer to starting. Once Applicant gets closer to starting construction, it can provide more specific information.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Metro Fibernet, LLC

09/05/25

Date

By: George Mastrogianakis
George Mastrogianakis
VP of Construction



Exhibit A

Annual Report and Certificate of Good Standing

LARA Corporations
Online Filing System
 Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL STATEMENT
 For use by **FOREIGN LIMITED LIABILITY COMPANY**
 (Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 802284808

Annual Statement Filing Year: 2025

1. Limited Liability Company Name:
 METRO FIBERNET, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:
 1. Resident Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
 2. Street Address: 3410 BELLE CHASE WAY
 Apt/Suite/Other: STE 600
 City: LANSING
 State: MI Zip Code: 48911
 3. Mailing address of the registered office:
 P.O. Box or Street Address: 3410 BELLE CHASE WAY STE. 600
 Apt/Suite/Other:
 City: LANSING
 State: MI Zip Code: 48911

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 13th Day of December, 2024 by:

Signature	Title	Title if "Other" was selected
Ed Corr	Other	Vice President Tax

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.
 Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2025 ANNUAL STATEMENT

for

METRO FIBERNET, LLC

ID Number: 802284808

received by electronic transmission on December 13, 2024 **, is hereby endorsed.**

Filed on December 13, 2024, **by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

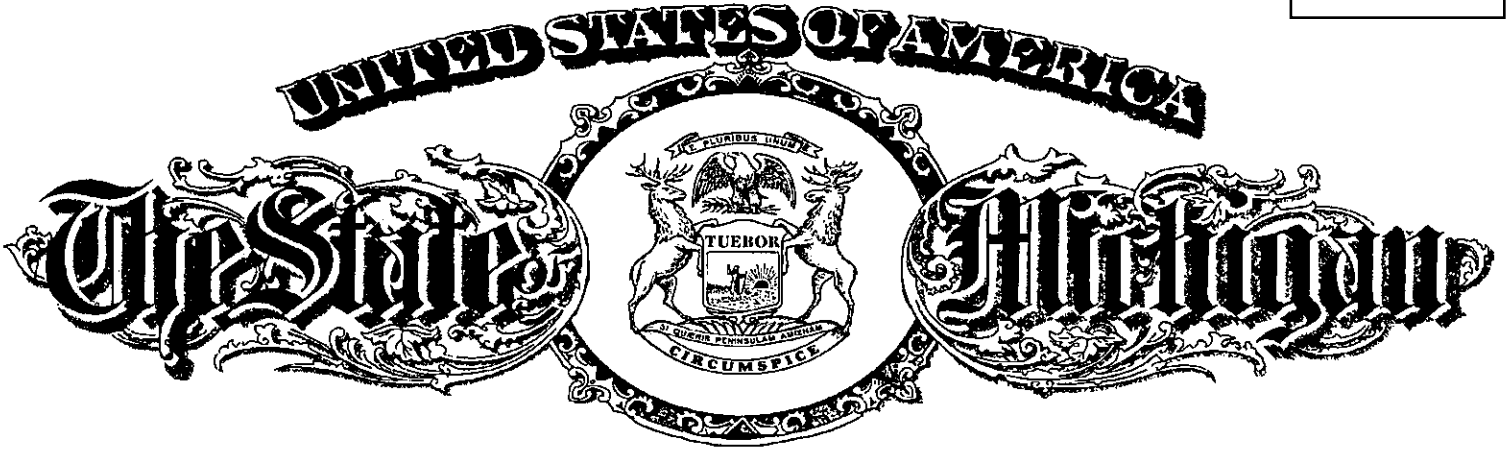


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of December, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

METRO FIBERNET, LLC

a(n) Nevada FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on February 8, 2019, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 3rd day of February, 2025.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 25020007505

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

Exhibit B

Basic Local Exchange License



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION

ORLENE HAWKS
DIRECTOR

TREMAINE PHILLIPS
COMMISSIONER

DAN SCRIPPS
CHAIR

KATHERINE PERETICK
COMMISSIONER

July 27, 2022

Metro FiberNet, LLC
Mr. Randy Kiesel
3701 Communications Way
Evansville, IN 47715

Dear Mr. Kiesel:

The permanent license of Metro FiberNet, LLC to provide basic local exchange service in Michigan is enclosed. This license is being issued in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179, as amended MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Michigan Public Service Commission. The licensee, Metro FiberNet, LLC, shall retain a copy of the license at its principal place of business and make the license and tariff available for public review.

You can contact me at (517) 284-8340 by phone and by email at thelenL4@michigan.gov should you have any questions.

Sincerely,

Lori Thelen

Lori Thelen

Enclosure



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION

ORLENE HAWKS
DIRECTOR

TREMAINE PHILLIPS
COMMISSIONER

DAN SCRIPPS
CHAIR

KATHERINE PERETICK
COMMISSIONER

Basic Local Exchange Service License

I, Lisa Felice, Executive Secretary, Michigan Public Service Commission, certify that on July 18, 2019, in Case No. U-20507, the Michigan Public Service Commission granted Metro FiberNet, LLC a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, order, and regulations of the Commission.

I further certify that on August 21, 2019, Commission staff officially approved the tariffs filed by Metro FiberNet, LLC as a precondition to commencing basic local exchange service in the state of Michigan.

This license shall not be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. Metro FiberNet, LLC may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on July 19, 2022.

Lisa Felice
Executive Secretary

Exhibit C

Route Map

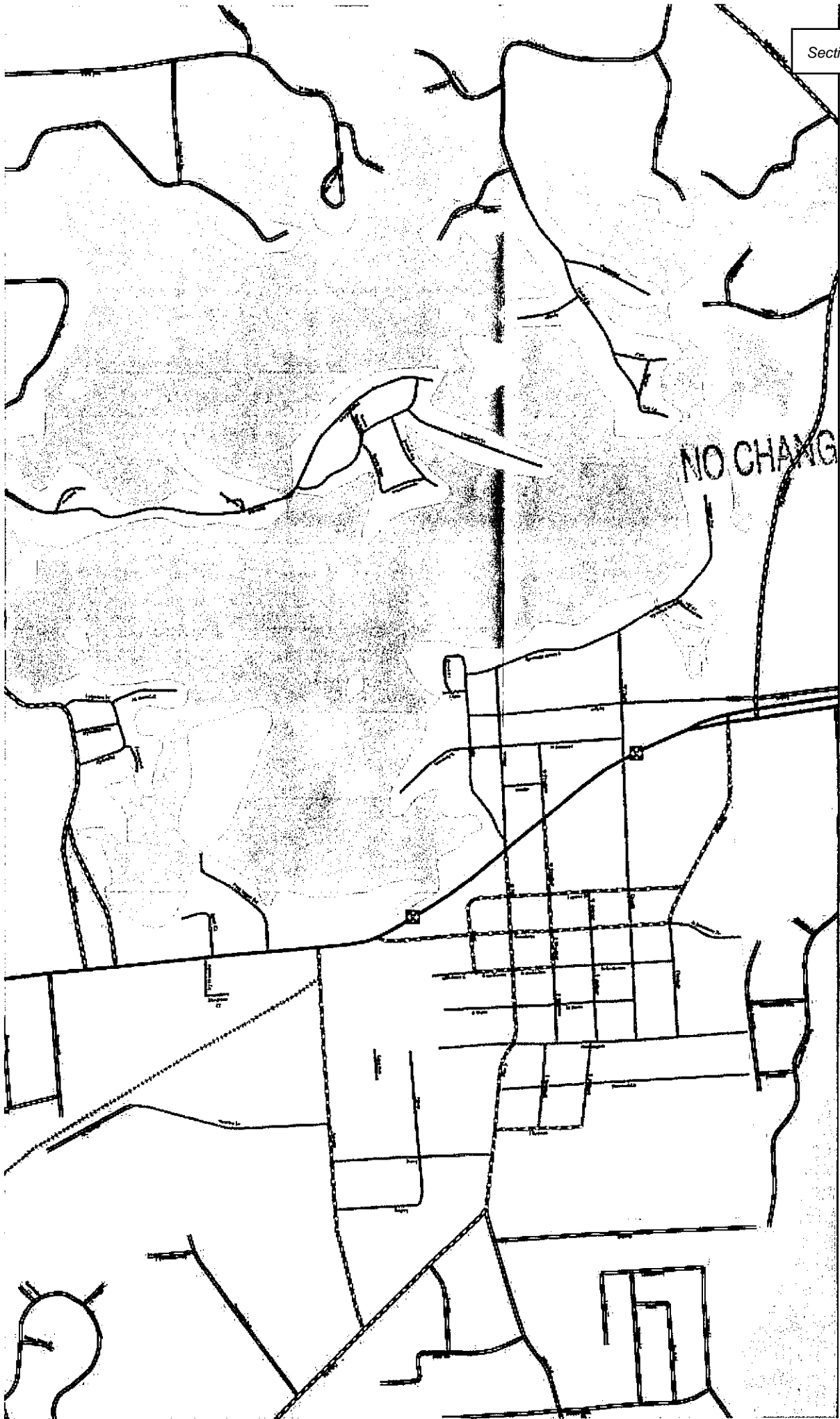


Exhibit D

Certificate of Insurance

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Metro Fibernet, LLC organized under the laws of the State of Nevada whose address is 3701 Communications Way, Evansville, IN 47715.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Village's Manager or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Village of Lake Orion, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is:

Ed Hoffman
Project Director
1868 Holloway Dr.
Holt, MI 48842
Email: ed.hoffman@metronet.com
Telephone: (586) 746-6536

3.1.1 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is:

Mark Stevens
Sr. Director Fiber Design
3701 Communications Way
Evansville, IN 47715
Email: mark.stevens@metronet.com
Tel: 812-916-4450

3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

David Fritz
Senior Director, Construction
Grand Rapids, MI 49504
Email: David.fritz@metronet.com
Telephone: (812) 213-1534

3.1.3 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

Metronet NOC
Email: mfn-noc@metronet.com
Tel: 833-673-1215

3.1.4 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

Metronet NOC
Email: mfn-noc@metronet.com
Tel: 833-673-1215

3.1.5 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having

agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. Unless Municipality agrees otherwise in writing, Company shall complete the restoration within ninety-six (96) hours or, if the work occurs in the winter, no later than the earlier of the date the winter weight load limits are lifted or May 1st. In the event that Company, its contractors or subcontractors fail to make such repair within the indicated time frames, Municipality may make the repair, and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the

Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all

times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in

Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company’s contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers’ compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company’s policies).
- 6.6 Insurance Primary. Company’s insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively “them”). Any insurance or self-insurance maintained by any of them shall be in excess of Company’s insurance and shall not contribute to it (where “insurance or self-insurance maintained by any of them” includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:
 - 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
 - 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond

requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

- 12.1.1 If to Municipality, to

- Darwin D. P. McClary**
Village Manager
21 East Church Street
Lake Orion, MI 48362

- 12.1.2 If to Permittee, to **Metronet-Legal@metronetinc.com**, with a copy to

- General Counsel**
11800 College Blvd, Suite 100
Overland Park, KS 66210

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Village of Lake Orion

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Metro Fibernet, LLC

george mastrogianakis

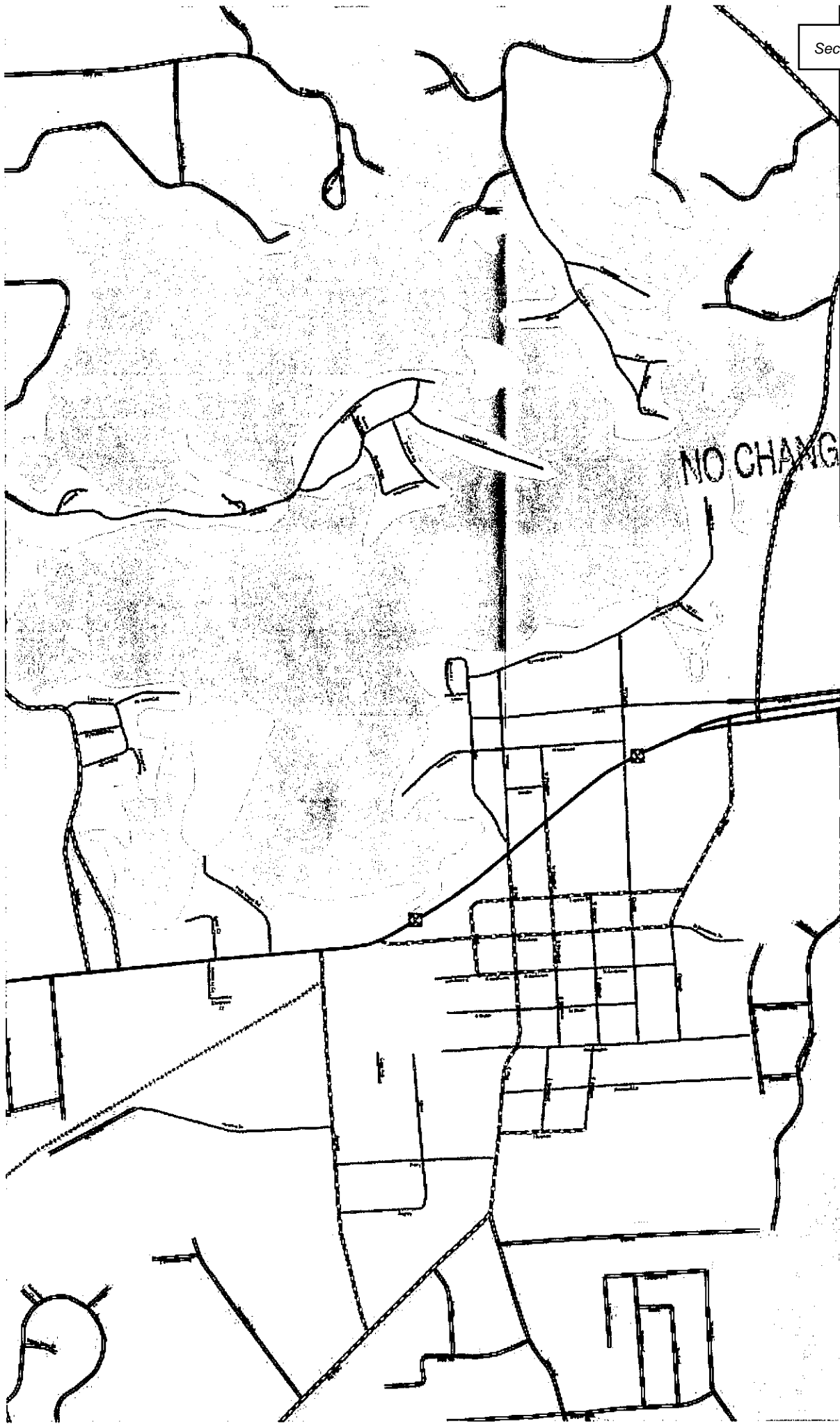
By: George Mastrogianakis
Its: VP of Construction

Date: 09/05/25



Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities





COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC DDA PA 57 Semi-Annual Informational Meeting

BACKGROUND BRIEF:

The Lake Orion Downtown Development Authority (DDA) is requesting that Council schedule a special meeting for the DDA PA 57 informational meeting.

Section 910(4) of the Michigan Recodified Tax Increment Financing Act, Public Act 57 of 2018, states as follows:

(4) Each year, the board of an authority shall hold not fewer than 2 informational meetings. Notice of an informational meeting shall be posted on the municipality's or authority's website not less than 14 days before the date of the informational meeting. Not less than 14 days before the informational meeting, the board of an authority shall mail notice of the informational meeting to the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act. As an alternative to mailing notice of the informational meeting, the board of the authority may notify the clerk of the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act by electronic mail. The informational meetings may be held in conjunction with other public meetings of the authority or municipality.

The DDA is requesting that Council schedule the informational meeting for Monday, December 8, 2025, at 5:30 PM.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To schedule a special meeting of the Village Council for Monday, December 8, 2025, at 5:30 PM, for the purpose of holding a joint meeting with the Lake Orion Downtown Development Authority Board of

Directors for a semi-annual informational meeting as required of the DDA by Section 910(4) of the Michigan Recodified Tax Increment Financing Act, Public Act 57 of 2018.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC: Schedule a Special Meeting – Lions Club Jubilee Special Event

BACKGROUND BRIEF:

The Lake Orion Lions Club has submitted a Special Event Application for the annual Lions Club Jubilee. Additional review and action by the Village Council are required to address event logistics, and safety concerns.

To ensure adequate time for Council review and to meet the event preparation timeline, Administration recommends scheduling a Special Meeting on Monday, January 12, 2026, at 5:30 PM. The Village Council will then take action related to the Special Event Application, including approval of the final event agreement and any related conditions at the Regular Meeting on Monday, January 12, 2026, at 6:30 PM.

RECOMMENDED MOTION:

To schedule a Special Meeting of the Village Council for Monday, January 12, 2026, at 5:30 PM, for the purpose of reviewing the Lions Club Jubilee Special Event.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC Review of Draft Ordinance – Amendments to Chapter 53 – Outdoor Irrigation Metering

BACKGROUND BRIEF:

Pursuant to the direction of the Village Council, Administration has prepared a draft ordinance permitting the Village’s water and sewer customers to install outdoor irrigation meters to be able to deduct outdoor water consumption from sanitary sewer charges. The draft ordinances accomplishes the following:

- Authorizes separate outdoor irrigation metering
- Establishes the process and procedures for application, installation, and approval of outdoor irrigation meters
- Establishes the process and procedures for reading irrigation meters, adjusting sewerage bills, and reversion of billing if irrigation lines or meters are modified or bypassed without approval
- Establishes maintenance, ownership, and responsibility for irrigation meters by the Village, and protection of irrigation meters; prohibits tampering with irrigation meters, seals, or services lines; and establishes penalties for tampering
- Requires compliance with cross-connection and backflow prevention control regulations of the Village and State
- Provides for enforcement, penalties, and service termination for noncompliance
- Authorizes the setting of fees by resolution of Council for application for separate irrigation meters, irrigation meter installation or deposit, meter testing, turn-off and turn-on, late payments, backflow prevention device inspections or verification, and other fees

Attached is the rough draft of the ordinance for initial review by the Village Council.

It should be noted that outdoor irrigation metering under this proposed ordinance will be permitted for all customers, whether residential, commercial, or industrial.

Administration is requesting that Council review the draft ordinance provisions to ensure that they meet Council’s expectations prior to engaging the Village Attorney to prepare the ordinance in final form for introduction.

SUMMARY OF PREVIOUS COUNCIL ACTION:

10/27/2025 – Council directed the Village Manager to come up with a proposal for separate metering for irrigation systems and the cost of that for a resident with any additional costs for the Village for that.

FINANCIAL IMPACT:

Administration will be able to provide the costs for irrigation meters and administration of the program at the time the ordinance is introduced. It is anticipated that the Village will recover its costs, including meters, through appropriate application and meter fees established annually by resolution of Council. However, no data is available on water consumption for outdoor irrigation, resulting impact on sanitary sewer revenue due to deduction of outdoor water use, or cost to customers for individual installation of irrigation service lines.

RECOMMENDED MOTION:

To direct the Village Manager to proceed to have the Village Attorney prepare the outdoor irrigation metering ordinance in final form as soon as is practicable for consideration for introduction by the Council.

(New Section 53.30 et. Seq.) OUTDOOR IRRIGATION METERING

The Village of Lake Orion ordains:

Section 1. Findings and Purpose

The Village Council finds that:

1. The Village operates a public water supply system for the benefit of residents and businesses, in accordance with the Municipal Code and Michigan law.
2. Outdoor irrigation (landscape, lawn, ornamental watering) constitutes a considerable portion of water consumption, which may not flow into the sanitary sewer system and thus is distinct in cost and infrastructure impact from indoor/domestic water usage.
3. It is in the public interest to allow property owners the option of separate metering of irrigation use so as to promote fairness in billing (e.g., segregating water that does not enter sanitary collection), encourage water conservation, and provide transparency of water usage.
4. It is necessary to adopt standards and procedures to ensure that installation of separate irrigation meters complies with the Village’s metering, service connection, and cross-connection and backflow prevention ordinances and State requirements.
5. This ordinance is adopted under the Village’s authority to regulate its water service, meter installations, service fees, and protective plumbing and backflow-control measures, in conjunction with the Michigan Safe Drinking Water Act, the Michigan Administrative Code (including R 325.11403 et seq.), and other applicable statutes and regulations.

Section 2. Amendment of Chapter 53: Definitions

Chapter 53 of the Village Code is hereby amended to add the following definitions:

Backflow Prevention Device means an assembly, device or method approved by the Village and in accordance with Michigan Administrative Code R 325.11403 and R 325.11404 designed to prevent backflow or backsiphonage into the potable water supply.

Bypass means any plumbing configuration or connection that allows water use without passing through the applicable meter.

Irrigation Meter means a meter installed on the irrigation service line (or branch) that measures the volume of water used exclusively for outdoor irrigation, separate from the main domestic water meter.

Irrigation Service Line means a dedicated service line or branch which supplies water exclusively for outdoor lawn, landscape, ornamental irrigation or similar uses and which is separate from the interior domestic plumbing.

Main Service Meter means the primary water meter through which all water entering the premises from the Village system is measured, unless separated by approved irrigation meter(s).

Owner means the person or entity who owns the property served by water from the Village system, or who is responsible for the payment of water service and maintaining the plumbing of the premises.

User means the occupant of a property served by the Village water system who uses water service, whether residential, commercial or institutional.

Section 3. Authorization for Separate Irrigation Metering

1. The Village hereby authorizes property owners to make application to the Village to install a separate Irrigation Meter for the sole purpose of measuring outdoor irrigation water use.
2. All such installations shall be subject to the requirements set forth in this ordinance, applicable plumbing codes, cross-connection control requirements, and the provisions of Chapter 53.

Section 4. Application, Installation and Approval

1. Application. An owner or authorized agent shall file an application with the Village Clerk or designated Village Water Department on forms provided by the Village. The application shall include:
 - a. A site plan or plumbing schematic showing the layout of the irrigation service line, meter location, connection to the main service line, and backflow prevention device(s).
 - b. Documentation of compliance or proposed compliance with cross-connection/backflow prevention requirements.
 - c. An agreement by the owner to pay all costs, fees or deposits established by Village Resolution for the irrigation meter installation, inspection, maintenance, testing and monitoring.
 - d. Certification that the irrigation system will be so plumbed that all water used for outdoor irrigation passes through the Irrigation Meter (no unauthorized bypass).
2. Approval. The Village Manager or designee shall review the application for compliance with Village’s water service and metering standards, the Code of Ordinances, and Michigan cross-connection rules. If approved, the Village will authorize the installation of the meter subject to the owner fulfilling installation prerequisites.
3. Installation. After approval, the owner shall arrange and complete the installation of the Irrigation Meter and associated plumbing modifications to ensure:
 - a. The meter is furnished by the Village (or as designated by the Village) and remains property of the Village, consistent with § 53.05 of the Code. [American Legal Publishing+1](#)
 - b. The meter is set in a location, orientation and configuration acceptable to the Village as per § 53.05 of the Code. [American Legal Publishing+1](#)
 - c. All irrigation water usage passes through the meter; no bypass or unauthorized connection is permitted.
 - d. Backflow prevention devices (vacuum breakers, double-check assemblies, or as required by state regulations) are installed, tested and certified in accordance with the Michigan Administrative Code and the Village’s cross-connection ordinance.

- e. The owner is responsible for piping modifications, frost protection, meter pit or enclosure if required, and until inspection and acceptance by the Village, no irrigation service may be billed as “metered irrigation.”
- 4. Inspection and Acceptance. The Village shall inspect the installed meter, service line and backflow prevention device. If acceptable, the Village will activate billing under the separate meter. If unacceptable, the owner shall correct deficiencies at the owner’s expense.
- 5. The Village shall not be responsible for damage or loss resulting from the owner’s private plumbing work or irrigation system installation.

Section 5. Billing, Rates and Usage Charges

- 1. Meter Reading and Billing. The Irrigation Meter shall be read on the same schedule as the main service meter (or as otherwise determined by the Village). Usage recorded on the Irrigation Meter shall be billed separately from the main service meter usage.
- 2. Adjustment. The Village shall exclude sewage usage billing on irrigation-only water usage if the Village can reasonably determine that irrigation flow does not enter sanitary sewer. Base or ready-to-serve sewer charges shall not be adjusted.
- 3. Main Meter Billing. The main service meter shall continue to measure indoor/domestic water usage and be billed accordingly under the regular rates established by the Village.
- 4. Reversion. If the Irrigation Meter is removed or bypassed, or the irrigation service line is modified without approval, the Village may revert to billing all usage through the main meter at standard rates and may impose back-billing for unmetered irrigation flows.

Section 6. Maintenance, Ownership and Responsibility

- 1. Ownership. The Irrigation Meter shall remain the property of the Village, consistent with § 53.05(C) of the Code. [American Legal Publishing](#)
- 2. Maintenance by Village. The Village shall maintain, test and replace the meter as needed, unless replacement is necessary due to neglect, freezing, unauthorized modification or failure to protect the meter, in which case the owner shall bear the costs. (§ 53.05(H)) [American Legal Publishing](#)
- 3. Access. The owner shall allow access by Village personnel or designated agents for reading, inspection, maintenance or testing of the meter and related equipment.
- 4. Protection. The owner is responsible for protecting the meter, piping and backflow prevention device from freezing, damage or vandalism, and for repairs to private-side piping downstream of the meter. (§ 53.09(B), (C)) [American Legal Publishing](#)
- 5. Tampering. It shall be unlawful for any person other than authorized Village personnel to remove, alter, bypass or tamper with the meter, seals or service lines. Unauthorized tampering may result in service shut-off, penalties and billing adjustments. (§ 53.05(I)) [American Legal Publishing](#)
- 6. The owner shall notify the Village immediately if the irrigation meter or associated plumbing is damaged, frozen, or otherwise inoperable.

Section 7. Cross-Connection and Backflow Prevention Compliance

1. The owner shall comply fully with the Village's cross-connection control program and the Michigan Administrative Code (R 325.11403, R 325.11404) regarding backflow prevention devices.
2. Proof of annual or other periodic testing of the backflow prevention device (if required) must be submitted to the Village by the owner or tester. Failure to submit or maintain certification may result in suspension of the irrigation service until compliance is achieved.
3. The owner must ensure that the irrigation system is physically isolated or plumbed appropriately so that no cross-connection exists between the irrigation service line and any non-potable source or untreated water supply.
4. The Village may inspect the irrigation plumbing prior to meter installation and periodically thereafter to verify compliance with cross-connection and backflow requirements.

Section 8. Enforcement, Penalties and Service Termination

1. Any violation of this ordinance or the provisions of Chapter 53 related to metering, bypassing, tampering, backflow prevention, non-payment of bills, or unauthorized changes to the irrigation service line may result in:
 - a. Reversion to billing all water usage through the main service meter, including any sewer charges, and back-billing retroactively for unmetered irrigation usage.
 - b. Late-payment fees, shut-off of water service, re-connection fees, or other sanctions as provided in Chapter 53 (e.g., § 53.26 in the Village Code relates to violations).
 - c. A fine and/or penalty as permitted under state law and local ordinance for each day the violation continues, and recovery by the Village of its costs for meter removal/repair, inspection, remediation, legal fees, and other administrative costs.
2. In the event of service termination, the owner shall bear all costs of reconnection, including installation of a proper Irrigation Meter or correction of plumbing as required.
3. The Village Manager shall refuse to permit, or shall revoke authorization for, separate irrigation metering if the owner fails to maintain compliance with this ordinance, Chapter 53 or state regulations.

Section 9. Fees

The Village Council shall by resolution adopt and may from time to time revise:

1. Application fee for separate irrigation metering permit.
2. Installation fee or deposit for the Irrigation Meter (if applicable).
3. Meter testing fee.
4. Turn-off / turn-on fees, late payment fees, and other applicable charges as per Chapter 53.
5. Fees for backflow prevention device inspection or verification if imposed by the Village.

Section 10. Transition and Effective Date

1. Properties with pre-existing separate irrigation meters approved by the Village shall be subject to the provisions of this ordinance and any transitional arrangements the Village may adopt.

2. This ordinance shall take effect shall become effective immediately upon the publication of a synopsis as required by Village Charter.

Section 11. Severability

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC: NOTA Alternate Delegate Appointment

BACKGROUND BRIEF:

The Village of Lake Orion is a Participating Government in the North Oakland Transportation Authority (NOTA), which provides regional transportation services to Addison Township, Orion Township, Oxford Township, and the Villages of Leonard, Oxford, and Lake Orion.

Under Section III(B)(2) of the Intergovernmental Contracted Services Agreement, each Participating Government must appoint its Governmental Member(s) to the NOTA Board and may also appoint alternate Governmental Members. Alternates are permitted to serve as voting members whenever the primary Governmental Member is absent or when a vacancy exists.

The Village of Lake Orion has already appointed Council Member Moshier as its primary NOTA representative. To ensure consistent representation and voting authority at NOTA Board meetings, the Village now needs to appoint alternate members who can serve in her absence.

Appointing alternates ensures uninterrupted participation, maintains the Village’s voting rights on transportation matters, and keeps the Village in compliance with the NOTA Agreement.

FINANCIAL IMPACT:

None.

RECOMMENDED MOTION:

To appoint the following individual(s) _____, _____, as Alternate Governmental Member(s) to the North Oakland Transportation Authority (NOTA) Board, to serve at the pleasure of the Village Council, and to act as voting member(s) when Council Member Moshier is absent or when a vacancy exists.

First Amended and Restated Intergovernmental Contracted Services Agreement

between

The Charter Township of Orion
The Charter Township of Oxford
The Township of Addison

and

The North Oakland Transportation Authority

WHEREAS the Charter Township of Orion, a Michigan municipal corporation (“Orion”), the Charter Township of Oxford, a Michigan municipal corporation (“Oxford”), the Township of Addison, a Michigan municipal corporation (“Addison”)(referred to as “Contracting Governments”) and the North Oakland Transportation Authority, Inc. (“NOTA”), a Michigan non-profit corporation, entered into an Intergovernmental Agreement (“Agreement”) on March 30, 2018 for the provision of transportation services in the municipalities; and

WHEREAS, the Agreement was for the provision of transportation services in the municipalities for all persons classified as being a resident of Orion Township, Oxford Township or Addison Township being age 60 or over, disabled, or low income qualified residents who meet the low income standards of up to 150% of the poverty guidelines as set annually by the health and human standards or are classified as limited clientele or entitled to presumed benefits under Federal Community Development Block Grant (CDBG) regulations for all persons qualifying for Temporary Assistance to Needy Families (TANF) in accordance with State of Michigan funding, available through the Michigan Department of Transportation (MDOT) for disabled persons, and for any and all other persons the participating municipalities deemed appropriate; and

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28, permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might lawfully exercise separately; and

WHEREAS, one lawful mechanism to join political subdivisions to allow for the parties to exercise a power jointly is by Interlocal Agreement; and

WHEREAS, the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq. ("Act"), provides the legal process and the authorization for an Interlocal Agreement in Michigan; and

WHEREAS, the Act defines "Interlocal Agreement" at MCL 124.502(a) and that definition is adopted in full by reference herein; and

WHEREAS, each unit of government participating in this Interlocal Agreement is a local unit of government as defined in the Act at MCL 124.502(b); and

WHEREAS, each unit of government participating in this Interlocal Agreement is a "Public Agency" as defined in the Act at MCL 124.502(e); and

WHEREAS, under the Act, a Public Agency may exercise jointly with another Public Agency, any power, privilege, or authority that the participating Public Agencies share in common and that each participating Public Agency might exercise separately; and

WHEREAS, under the Act, a joint exercise of power under the Act shall be made by a contract in the form of an Interlocal Agreement that is otherwise consistent with the requirements under the Act; and

WHEREAS, the participating units of government named herein now wish to approve, adopt and become parties to this Agreement in the form of an Interlocal Agreement consistent with the rights set forth in the Act and the terms and provisions set forth in this Agreement. Each participating unit of government herein agrees that a decision

enter into this Agreement shall be by a majority vote of that unit of government's legislative body with a public hearing under MCL 124.505a(3) of the Act consistent with the Open Meetings Act; and

WHEREAS the Contracting Governments anticipated the Townships adequately represent the Villages contained within their boundaries for the purposes of this Agreement; and

WHEREAS, the Contracting Governments expect the participation of the Village of Leonard, the Village of Lake Orion, and the Village of Oxford in this Agreement to the limited extent that the Villages of Leonard, Lake Orion, and Oxford plan to contribute their Suburban Mobility Authority for Regional Transportation (SMART) municipal credits to the NOTA Transportation Fund defined under Section VII of this Agreement and to provide representatives for the NOTA Governing Board; and

WHEREAS the Contracting Governments agree to contribute to the NOTA Transportation Fund as well as Suburban Mobility Authority for Regional Transportation (SMART) municipal credits making transportation available to eligible persons described above as set forth below; and

WHEREAS the Agreement provided the term of the Agreement was for eight (8) years which term ends on December 31, 2025; and

WHEREAS the Agreement provides that the Contracting Governments may, at the time for expiration of the Agreement, agree in writing to extend the term of it; and

WHEREAS Oakland County passed a ten (10) year Transit Millage running from 2022 through 2032; and

WHEREAS Oakland County has contracted with NOTA to provide transportation services to all residents in Orion, Oxford, and Addison Townships along with Independence, Springfield, and Brandon Townships, and the City of the Village of Clarkston, which increases the service area for transportation services being provided by NOTA; and

WHEREAS the Contracting Governments and NOTA desire to amend and restate the Agreement for an additional eight (8) year term and provide changes and modifications to the Agreement as set forth herein.

NOW THEREFORE, the Contracting Governments and NOTA agree to this First Amended and Restated Intergovernmental Services Agreement ("First Amended Agreement) and the Village of Leonard, the Village of Lake Orion and the Village of Oxford agree to participate in this Intergovernmental Contracted Services Agreement with NOTA to the extent described below along with all the terms and conditions set forth below:

I. PURPOSE

To provide transportation services for Eligible Persons in the Service Area.

II. DEFINITIONS

A. CDBG – Community Development Block Grant (a Federal Program).

B. Contracting Governments – Township of Addison, Charter Township of Orion, and Charter Township of Oxford.

C. "Cumulative Historical Contributions" means the documented cash contributions, documented municipal in-kind contributions, identified SMART credits applied on behalf of a Contracting Government, and capital asset contributions (including vehicles) made by a Contracting Government.

D. Eligible Persons – all residents of Orion, Oxford or Addison, Independence, Springfield and Brandon

Townships, and the City of the Village of Clarkston for transportation services. Notwithstanding eligibility, priority of shall be given to those residents that are either persons with disabilities, aged 55 or over, persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal Community Development Block Grant regulations, for all persons qualifying for Temporary Assistance to Needy Families (TANF) in accordance with State of Michigan guidelines for grant funding available through the Michigan Department of Transportation (MDOT), , veterans, for other transit-dependent persons and for any and all other persons the Contracting Governments deem appropriate with trip fulfillment at the discretion of NOTA, and subject to NOTA's capacity to accommodate trips. NOTA shall not change trip priority rules or materially reduce service to the Contracting Governments that would reduce service below historical average levels without 90 days' written notice to the affected Contracting Governments and the written approval of those Contracting Governments.

- E. Participating Governments – Township of Addison, Charter Township of Orion and Charter Township of Oxford including the Villages of Leonard, Lake Orion, and Oxford.
- F. County Millage Governments- Township of Independence, Township of Springfield, Township of Brandon, and the City of the Village of Clarkston.
- G. Service Area – the area in which the users of the Transportation System must live in order to receive service and is defined by the boundaries of Addison, Orion and Oxford, Independence, Springfield and Brandon Townships and the incorporated areas of those Townships, and the boundaries of the City of Village of Clarkston and, as capacity allows residents of bordering Oakland County communities, coordinating transfers with partner providers (including but not limited to WOTA, OPC, SMART) and those areas as may be provided by separate contract with non-participating governments pursuant to the approval of the Contracting Governments.
- H. Transportation Service – the transportation service created by this Agreement.

III. GOVERNING BODY COMPOSITION

- A. The governing body of the North Oakland Transportation Authority (NOTA) shall be the NOTA Board.
- B. The NOTA Board shall be composed as follows:
 - 1. Nine members shall consist of members of the Township Boards and Village Councils of the Participating Governments, respectively “Governmental Members”. The Townships of Addison, Orion, and Oxford – two (2) members each. The Villages of Leonard, Lake Orion and Oxford – one (1) member each.
 - 2. The Governmental Members of the NOTA Board shall be appointed by the respective legislative body of each of the Participating Governments for four-year terms for Township Members and two-year terms for Village Members following the election for said Township and Village officials. Each Governmental Member shall serve at the pleasure of the appointing legislative body and may be removed for cause by that legislative body. The Participating Governments shall also appoint Alternate Governmental Members. Such Members appointed pursuant to this Section may serve as a voting Governmental Member at any time the primary Governmental Member is absent or when a vacancy exists in their seat on the Board.
 - 3. In the event of a vacancy in one of the seats allocated to a Governmental Member on the NOTA Board, the legislative body of the Participating Government selecting such Member shall fill the vacancy for the unexpired term.

4. Once the nine Governmental Members have been appointed, they may appoint up to three (3) additional voting members of the NOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the discretion of the Governmental Members.
 5. The Governmental Members and the Non-Governmental Members shall together compose the entire NOTA Board.
 6. The NOTA Board may appoint any number of non-voting Advisory Members.
- C. Within thirty (30) days after each Participating Government signs this Agreement, each Participating Government shall select its representatives on the NOTA Board to serve for the terms provided above.

IV. NOTA OFFICERS

- A. The Chairperson of the NOTA Board shall be the presiding officer. Except as otherwise provided, the Chairperson shall not have any executive or administrative functions other than as a member of the NOTA Board.
- B. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws.
- C. The Secretary shall keep or cause to be kept a book of minutes as the principal office of NOTA or such other place as the Board may order. The minutes shall contain the proceedings of all meetings of the Board with the time and place of holding whether regular or special, and if special, how authorized, the notice given, the names of those present at the Board meetings and the proceedings.

The Secretary shall give or cause to be given notice of all meetings of the Board required by the NOTA Bylaws or by law to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- D. The Treasurer shall keep or cause to be kept all financial records at the principal office of NOTA or such other place as the Board may order. The Treasurer shall make regular reports of the receipt and disbursement of all funds and the financial status of NOTA and cause the books and records of NOTA to be audited on an annual basis. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws.
- E. In the case of temporary absence or disability of any officer, the Board may appoint another member to act in his or her stead.
- F. The officers of the NOTA Board shall have such powers and duties as conferred by the NOTA Board.

V. NOTA BOARD MEETINGS

- A. If the NOTA Board elects to have regular meetings, these meetings shall be held at such time and place as shall be prescribed by resolution of the NOTA Board and in accordance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended.
- B. The NOTA Board shall meet as necessary but not less than six (6) times a year with the date, place and time of each meeting pre-determined by the Board and sent out in written form as may be approved by the Board to ensure proper notification.

- C. At each organizational meeting, held every two (2) years in December of even-numbered years, the NOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer who shall be members of the NOTA Board. These officers shall serve until the next organizational meeting or until their respective successors shall be selected and qualify.
- D. Special meetings may be called by the Chairperson or any two (2) voting members by serving written notice at least eighteen (18) hours in advance of the time, place and purpose of the special meeting to each member of the Board.
- E. Each voting NOTA Board member shall have one (1) vote.
- F. At all meetings, the Board shall act by motion or resolution. For the passage of any resolution including the execution of any contract, there shall be required a majority vote of all the members of the Board. For all other matters, a vote of a majority of the members present at any meeting at which a quorum is present shall be sufficient for passage.
- G. The NOTA Board shall keep a record of its minutes which shall be signed by the Secretary. All votes concerning financial matters and resolutions of the Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

VI. SPECIFIC POWERS OF NOTA BOARD

The NOTA Board shall have the following specific powers:

- A. The NOTA Board shall have such powers, responsibilities, duties and limitations as specified in NOTA’s Articles of Incorporation and Bylaws governing the procedures and affairs of the transportation service which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions.
- B. The NOTA Board may hire a Director to manage the day-to-day affairs of NOTA on behalf of the Board, and who shall have such duties and responsibilities as designated by the Board.
- C. The NOTA Board shall prepare, approve and submit to the Contracting Governments for approval an annual budget covering the proposed expenditures to be made for operating the transportation services and the allocation of each Participating Government’s funds in order to meet that budget for the next fiscal year.
- D. The Budget shall contain an allocation for petty cash and minor expenditures above other contemplated expenditures. The Treasurer, Chairperson, Vice-Chairperson, and Executive Director shall have the authority to authorize minor expenditures with a dollar limit on expenditures as set by the Board. Such expenditures shall be done on NOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the Board at a regular meeting.
- E. In extraordinary circumstances or emergency situations, the NOTA Board shall have the ability to apply to the Participating Governments for additional monies to be contributed to the NOTA Transportation Fund defined in Section VII. This sub-section in no way obligates the Participating Governments to transfer additional monies to NOTA above their yearly obligation described in Section VII A without the approval of each Participating Government.
- F. The NOTA Board is without authority or power to commit any Contracting Government to any transportation service or other obligation which would incur a debt and/or other financial responsibility beyond that provided for in the budget approved pursuant to Section VI C without the authorization of

each Contracting Government.

- G. The NOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Participating Governments, then such rules and regulations shall not become effective unless approved by the legislative body of said Participating Government.
- H. Services provided on a contractual basis to a non-Participating Government shall be governed by agreed upon terms within such a contract subject to mutually agreed upon charges as may be approved by the NOTA Board and the Contracting Governments.
- I. The NOTA Board shall have the responsibility to manage all transportation funds including the investment of funds not needed for immediate use, and to hire and dismiss employees including drivers, dispatchers as determined by the NOTA Board.
- J. The NOTA Board shall have all such other powers as will be necessary to accomplish the duties contained within this Agreement and to conduct the business of the transportation service.

VII. FUNDING

- A. Contributions to the NOTA Transportation Fund by the Participating Governments shall be suspended for such time as the County Millage is in place unless otherwise agreed to in writing by each Participating Government by separate agreement which shall state the amount and types of each Participating Government's contribution amount. Notwithstanding any suspension of periodic contributions while the County Millage is in place, the determination of each Contracting Government's proportional share for purposes of asset distribution, allocation on dissolution, or other retrospective adjustments shall be based on Cumulative Historical Contributions made by the Contracting Governments to date, unless otherwise agreed in writing by the affected Contracting Governments. For avoidance of doubt, Cumulative Historical Contributions shall be supported by NOTA's audited financial statements as described in Section VII.C.

1. The Contracting Governments shall contribute to the NOTA Transportation Fund ("Fund") the following:
 - a. A portion of all Community Development Block Grant ("CDBD") funds available to provide transportation services to eligible persons.
 - b. Transportation-to-Work and/or TANF grant funds available to provide transportation services to eligible persons.
 - c. SMART Municipal Credit Funds.
 - d. Other available grant funds that provide transportation services to eligible persons.
 - e. General fund monies from each Contracting Government in an amount approved by each Contracting Government to provide transportation services to eligible persons.
2. The NOTA operating budget for the coming year shall then be allocated based on these two percentages.
3. The calculation and operating budget allocation shall be done by August each year and presented to the NOTA Board for approval at the next meeting. The approved budget allocation figures shall be forwarded to the Contracting Governments no later than September 22 of each year.

4. The Villages of Leonard, Lake Orion and Oxford and the County Millage Governments, in order to participate in the transportation services available under this Agreement, shall contribute SMART Municipal Credits and may also contribute additional funds as determined by each Village government and each County Millage Government to the NOTA Transportation Fund.
 5. Millage Revenue dedicated to NOTA received from local millage elections.
- B. This Fund shall be managed by the NOTA Board. The monies contributed to this Fund shall pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, other operating and administrative costs of the transportation service and other operational, administrative and other general costs of the NOTA Board.
 - C. The monies contributed to this Fund shall be deposited into a financial institution(s) of the Treasurer's choosing subject to NOTA board prior approval. All withdrawals from this Fund will require the signatures of two (2) members the NOTA Board as designated by the Board or the Executive Director of NOTA and one (1) member the NOTA Board as designated by the Board.
 - D. NOTA may proceed to obtain and use state, federal and private grants and other donations available to it as well as monies received from contracts for transportation services as long as the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of the Participating Governments.

VIII. **PROPERTY ACQUISITION**

- A. Any purchase of equipment to be used for Transportation Service for those Eligible Persons for whom CDBG funding is available shall be made in accordance with the bid procedures adopted by the Contracting Governments according to regulations at 24 CFR 85.36, entitled "Administrative Requirements for the Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". If the Contracting Governments' procedures conflict with 24 CFR 85.36 in any way, the procedures set forth in the CFR shall be followed. All applicable Federal, State and local laws, regulations, rules, policies and procedures shall be adhered to, as each funding source requires.

IX. **VEHICLES**

- A. NOTA will carry all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each van in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and a Ten Million Dollar (\$10,000,000) Excess/Umbrella policy along with any required endorsements as may be required by the terms of any grant program or contract.
- B. When NOTA determines that a vehicle, purchased in with Section VIII may no longer be used for transportation services under this contract, the vehicle shall be disposed according to the appropriate rules and/or regulation that is applied by the funding source.

X. **VEHICLE SERVICE RESTRICTIONS**

- A. Any **vehicle** purchased with CDBG program funds (in accordance with Section VIII A) shall only be used to provide transportation service for persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. This restriction shall only apply to the vehicle purchased with CDBG program funds or other vehicles purchased with CDBG program funds. (This section mandated by CDBG program.)

1. In order to ensure that the service is used by persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations, the van shall contain a sign-in sheet for all users to enter their name, whether they are a senior citizen or

disabled, and address. NOTA may adopt additional procedures in order to ensure that those being served by vehicles being purchased with CDBG program funds are persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. (This section is mandated by CDBG program.)

2. NOTA, with the approval of the Contracting Governments, may refund the CDBG portion of the current fair market value of the van to the CDBG program in order to expand service to other individuals besides those persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. (This section is mandated by CDBG program.)
- B. Any vans purchased in accordance with Transportation-to-Work Contract funds (in accordance with Section VIII B) shall only be utilized to provide transportation service to TANF recipients and other transit-dependent individuals in accordance with the appropriate Sections and Attachments of the Transportation-to-Work Contract.
 - C. Any vehicle not purchased with CDBG funding or with Transportation-to-Work Contract funds need not comply with the service restrictions set forth in this Section.
 - D. NOTA, per the NOTA Board, may charge fees for the transportation service; however, no fee shall be set so as to prevent low-income and targeted users from using the service. The fee charged shall not provide a profit to NOTA or to the Participating Governments.

XI. STORAGE AND SECURITY OF VEHICLES

- A. Vehicles purchased according to the provisions set forth in Section VIII shall be stored in a place designated by NOTA.,
- B. NOTA may adopt such additional procedures it determines necessary to ensure the safety and security of the transportation vehicles.

XII. MUTUAL OBLIGATION

The Participating Governments agree to follow all regulations set forth in the Americans with Disabilities Act of 1991 (ADA) and any subsequent amendments. NOTA will operate the transportation services in accordance with ADA guidelines.

XIII. TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF GOVERNMENTS

- A. The term of this First Amended Agreement is for an eight (8) year period commencing on _____, (“Effective Date”) through December 31, 2033. A Contracting Government may not withdraw before the end of a current fiscal year of NOTA for which NOTA has an approved budget. Notice of withdrawal should occur at least ninety (90) days before the end of NOTA’s then current fiscal year. The Village of Leonard, the Village of Lake Orion, and/or the Village of Oxford may decline representation on the NOTA Board with ninety (90) days notice to the other Participating Governments.
- B. This Agreement shall be reviewed by members of the NOTA Board in December of even-numbers years to ensure it continues to meet the needs of the Participating Governments or the next regularly scheduled meeting.
- C. In the event that one of the Participating Governments withdraws pursuant to this Section XIV, the Contracting Governments shall amend this Agreement as appropriate to reconfigure the composite membership of the NOTA Board and reallocate the obligations under this Agreement to reflect the

withdrawal of this Participating Government.

- D. In the event one of the Contracting Governments withdraws pursuant to this Section XIV, then residents of that Contracting Government shall no longer be eligible to receive transportation services from NOTA. However, residents of that Contracting Government who are clients of an organization that provides funding to NOTA shall be eligible to receive transportation services as long as that funding remains.
- E. If additional municipalities join this Agreement their representation on the NOTA Board shall be as follows: Township – two (2) members; Villages – one (1) member. In order to maintain representation, a Participating Government must contribute funds to the NOTA budget as determined by the adopted funding formula.
- F. The Contracting Governments and Participating Governments may, at the time for expiration of this Agreement, agree in writing to extend the term of it.

XIV. DISSOLUTION OF NOTA AND DISTRIBUTION OF ASSETS

- A. In the event enough of the Contracting Governments withdraw from NOTA pursuant to Section XIV so that NOTA is not able to be a viable entity, the vehicles of NOTA shall be distributed as follows:
 1. Any vehicles obtained through a grant of any type shall be returned to the granting organization. The remaining vehicle, if any, shall be allocated to the Contracting Governments in the same proportion as the most recent funding allocation.
 2. If the proportioning results in partial vans, the Contracting Governments may agree among themselves on how to allocate those vans, or the Contracting Governments may agree to sell those vans and apportion the results funds.
 3. For purposes of Sections XIV.A and XIV.B, distribution of vehicles, proceeds or remaining funds shall be made in accordance with each Contracting Government's Cumulative Historical Contributions, except for grant-restricted assets which shall be handled per the applicable grant terms and Oakland County provided assets.
- B. In the event of dissolution of NOTA, the Contracting Governments shall set aside sufficient funds to pay all employees the monies due them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Contracting Governments in the same proportion as the most recent funding allocation.
- C. The NOTA Board shall give notice to the Participating Governments and to all funding agencies and to clients of the intention to dissolve. Such notice shall be given at least sixty (60) days before NOTA is dissolved.

XV. LIMITATION OF LIABILITY

The Contracting Governments (Addison Township, Orion Township and Oxford Township) and NOTA agree to indemnify, defend and save harmless each other, their supervisors and Board, officials, officers, employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind and nature arising or alleged to have arisen out of the breach of the duties of the respective Townships and/or NOTA to be performed hereunder to the extent not otherwise covered by insurance.

XVI. QUORUM

At least a majority of the members of the NOTA Board with a minimum of one (1) elected representative from each Township member shall be required for a quorum.

XVII. MISCELLANEOUS PROVISIONS

A. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor
Addison Township
1440 Rochester Road
Leonard, MI 48367

Supervisor
Charter Township of Orion
2323 Joslyn Road
Lake Orion, MI 48360

Supervisor
Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371

Director
North Oakland Transportation Authority
675 S. Glaspie Street
Oxford, MI 48371

or such other address as any party shall designate by written notice.

- B. If one of the Participating Governments has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Government may bring that issue or complaint before the NOTA Board for resolution. The NOTA Board shall work with the Participating Government and other parties as necessary to develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.
- C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment or facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Contracting Governments or NOTA; provided however, that they shall not be obligated to make payment to NOTA with respect to any services not actually rendered by NOTA due to any cause contemplated in this paragraph.
- D. If any term or provision of the Agreement shall to any extent be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- F. Upon and after its effective date, this Agreement shall supersede all prior intergovernmental agreements between the Contracting Governments on the same subject.
- G. This Agreement may be modified only by resolution adopted by the governing body of each Contracting Government. Such amendments shall take effect immediately after adoption by all Contracting Governments.
- H. The parties hereby agree that this written Agreement constitutes the complete Agreement.
- I. The Contracting Governments and NOTA shall endeavor to keep themselves fully informed of all

existing and future Federal, State, and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these matters. Neither the Contracting Governments nor NOTA shall assign any rights acquired hereby nor mortgage this Agreement without first obtaining the written consent of the other parties which may be withheld for good cause stated.

XVIII. ADDING GOVERNMENTAL MEMBERS

- A. This Agreement may be modified at any time so as to permit any city, village, township or charter township to become a member of the NOTA Board if such modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Contracting Government.
- B. If a municipality, pursuant to Paragraph A of this Article becomes a voting member of the NOTA Board, that municipality shall be obligated to pay for its proportionate share of the NOTA Transportation Fund described in Section VII to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in NOTA-designated improvements to the system.

XIX. AMENDMENTS

This First Amended Agreement may be amended by the written approval of the governing body of each Participating Government to the proposed amendment. Such amendment shall not take effect until approved by all Participating Governments.

XX. EFFECTIVE DATE

This First Amended Agreement shall become effective upon the signing of it by the designated representative of each of the Participating Governments and NOTA below. If a currently Participating Government decides not to sign this Agreement, then the Agreement shall be re-drafted excluding that Participating Government.

IN WITNESS THEREOF, Addison Township, the Charter Township of Orion, the Charter Township of Oxford, the Village of Leonard, the Village of Lake Orion, the Village of Oxford and the North Oakland Transportation Authority by authorized officials have executed this Agreement on the _____, 2025.

CHARTER TOWNSHIP OF ORION

By _____
Chris Barnett
Township Supervisor

CHARTER TOWNSHIP OF OXFORD

By _____
Jack Curtis
Township Supervisor

TOWNSHIP OF ADDISON

By _____
Bruce Pearson
Township Supervisor

VILLAGE OF LAKE ORION

By _____
Teresa Rutt
Village Council President

VILLAGE OF OXFORD

By _____
Kelsey Cooke
Village Council President

VILLAGE OF LEONARD

By _____
William Moore
Village Council President

NORTH OAKLAND TRANSPORTATION AUTHORITY

By _____

Summary of Boards of Commissions and Committees					
Board/Commission/Committee	Number of Representatives	Currently Serving	Meeting date	Meeting time	Meeting Location
Downtown Development Authority (DDA)	Village Council President	Teresa Rutt	3rd Tuesday of Month	6:30 PM	Village Hall
Planning Commission	1 Council Member in addition to Village Council President	Teresa Rutt, Mike Lamb	1st Monday of the month	6:30 PM	Village Hall
Parks & Recreation Advisory Committee	1 Council Member	George Dandalides	4th Tuesday of the month	6:30 PM	Sept-Oct Village Hall; April - August: Different Park each month; No meetings Nov. -Feb
Orion Community Cable Communications Commission	2 Council Member	Eric Papacek, Nancy Moshier	2nd Thursdays of even months	7:00 PM	ONTV Studio 1349 Joslyn (Orion Community Center)
Paint Creek Trailways Commission	1 Representative; 1 Alternative	Stan Ford, Alex Comparoni (A)	3rd Tuesday of each month	7:00 PM	Either the Paint Creek Cider Mill, or the City of Rochester Municipal Offices
North Oakland Transportation Authority (NOTA)	1 Representative 1 Alternate	Nancy Moshier	3rd Thursday of each month	4:30 PM	Rotate between Lake Orion Village Offices, Orion Township, NOTA Business, Oxford Village Offices, Oxford Township and Addison Township
Southeast Michigan Council of Government (SEMCOG)	1 Delegate; 1 Alternate	Stan Ford (D), Alex Comparoni (A)	General Assembly meets 3 times a year (Oct, June, Mar)	late afternoon	At locations throughout the region



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC DDA Executive Director Contract Amendment

BACKGROUND BRIEF:

The DDA Board, through its Executive Committee, has conducted an annual review of the Executive Director. At its November 18, 2025 regular meeting, the DDA Board has considered a recommendation from the Executive Committee following the review process set forth by the Board.

The DDA, by action of the Board, has recommended that the Executive Directors terms of compensation be adjusted to reflect a 5% wage increase over its current contracted amount, and to extend the term of the contract through and including June 30, 2027.

This amendment shall be effective July 1, 2025

SUMMARY OF PREVIOUS COUNCIL ACTION:

The terms of employment of the leadership of the DDA was previously approved by the Council.

FINANCIAL IMPACT:

The approved DDA budget anticipated at least a 3% increase and that amount is budgeted. The DDA approved 5% increase in salary requires an additional \$1,600 be adjusted within the DDA Budget, which the DDA Board took action to move \$1600 from GL 248-260-958-000 to GL 2 48-260-701--000

RECOMMENDED MOTION:

Move to accept and approve the Amendment to the Executive Directors Contract as unanimously approved by the Board of Directors of the Lake Orion DDA; to approve the current budget amendment as approved and recommended by the DDA Board; and to authorize the Village Manager to execute the amendment to the DDA Executive Director’s employment agreement on behalf of the Village.

AMENDMENT TO EMPLOYMENT AGREEMENT

(Downtown Development Authority – Executive Director)

This Amendment (“Amendment”) to the Employment Agreement between the Lake Orion Downtown Development Authority (“DDA”) and Matthew Gibb (“Employee”), originally approved on March 11–12, 2024, is made and entered into as of the dates executed below.

1. Purpose of Amendment

The purpose of this Amendment is to modify certain terms of the Employee’s compensation as set forth in the original Employment Agreement. All other terms and conditions of the Employment Agreement not otherwise altered or amended herein remain unchanged and in full force and effect.

2. Salary Adjustments

- a. Effective July 1, 2025, Employee’s annual base salary shall increase by five percent (5%).
- b. Employee’s annual base salary shall increase by five percent (5%) on each subsequent July 1 during the term of the Employment Agreement.
- c. Annual adjustments shall continue until the Agreement either expires on June 30, 2027, or employee is terminated for cause.

3. Insurance Opt-Out Stipend

The stipend amount for opting out of Village-provided health-insurance coverage shall be the amount established by formal action of the Village Council pursuant to then existing policy applicable to employees of similar grade, and shall adjust automatically with any changes adopted by the Village Council. Employee must continue to provide proof of alternative qualifying coverage as required under Village policy.

4. No Other Amendments

Except as expressly stated herein, all provisions of the Employment Agreement remain unchanged and in full force and effect.

SIGNATURES ACKNOWLEDGING APPROVAL AND ADOPTION ON THE FOLLOWING PAGE

Lake Orion DDA Board:

Debbie Burgess, Chair

Date: _____

Village of Lake Orion:

Darwin McClary, Village Manager

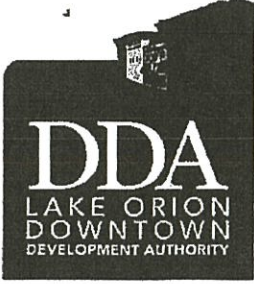
Date: _____

Employee:

Matthew Gibb

Date: _____

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



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

February 28, 2024

To: Mr. Matthew Gibb

From: Debbie Burgess, Lake Orion DDA Board Chair

RE: Offer of Employment for Downtown Development Authority Executive Director position

Dear Mr. Gibb:

Please allow this letter to serve as an offer of employment for the position of the Village of Lake Orion's Downtown Development Authority (DDA) Executive Director. This offer is subject to successful completion of a background check, and physical examination and drug screen paid for by the Lake Orion DDA and the Village of Lake Orion ("Village"). In addition, this offer is subject to final approval by the Lake Orion Village Council.

You shall perform all of the functions and duties of the position as specified by state law, the Downtown Development Authority job description, and the Village ordinance, as well as any other duties that may be assigned to you from time to time. You shall be an at-will, non-union, salaried and FLSA-exempt employee. As an FLSA-exempt employee, you shall not receive additional compensation beyond your salary for hours worked over forty (40) hours per week. No representative of the DDA Board or Village Council possesses any authority to enter into any agreement for any specific period of time or to make any agreement contrary to the foregoing. Any agreement altering the terminable at-will nature of the employment relationship shall be in writing and signed by the DDA Chairperson as the employer and you as the employee, and subject to final approval of the Lake Orion Village Council. If you need further clarification of the at-will status of this position, please do not hesitate to contact me.

You shall attend all meetings of the Downtown Development Authority board, as well as specific Village Council meetings as necessary. It may also be necessary for you to work beyond and outside of regular (40 hours per week) office hours to complete the normal duties of this position.

Employment benefits associated with this position include:

- INSURANCES. Life, disability, and dental insurance shall be provided at the same terms and levels as are provided to non-union employees of the Village generally. Blue Cross Blue Shield PPO or HSA health insurance shall be provided at your selection subject to any waiting periods, deductibles, copays, and employee contributions as required of non-union employees generally. Future increases in rates may require you as an employee to contribute toward funding any

increase in costs. You may apply for optional AFLAC insurance coverages at your sole cost, premiums for which shall be deducted from your pay. The terms and conditions of these insurance programs are subject to the applicable plan documents. The Village reserves the right to change insurance carriers or levels or types of coverage, level of employee cost contributions, or any other terms and conditions of the provision of insurance benefits. Currently, the Village pays a \$6,000 annual stipend if you decline health benefits and provide proof of other health coverage.

- LEAVE TIME. Four (4) personal leave days shall be credited on July 1 of each year to be used prior to June 30 of the succeeding year. Holiday leave with pay shall be as provided to other non-union Village employees generally. Sick time shall be credited at the rate of 4 hours per payroll period (bi-weekly) to a maximum of 96 hours per fiscal year with unlimited accumulation. However, no compensation shall be given for unused leave time for personal, sick, or holiday leave upon retirement or separation as an employee from the Village. Annual vacation is earned according to the length of service as a Village employee as follows:
 - o 1 year through 4 years: 20 days
 - o 5 years and above: 25 days

Vacation leave shall be credited on each anniversary date of employment, except that in the first year of employment, five (5) days of vacation shall be credited after the first month of employment, an additional five (5) days shall be credited after the third month of employment, and an additional ten (10) days shall be credited after the sixth month of employment. Vacation leave shall be used within one (1) year of being credited or shall be forfeited. There shall be no carryover of vacation leave time from one year to the next or upon separation as an employee.

- TUITION REIMBURSEMENT. The Village will reimburse you for tuition and books upon completion of each course and with a grade of B or better for courses that are job related and approved by the Village Manager prior to your enrollment. This tuition reimbursement benefit shall be limited to a maximum of \$700.00 per fiscal year end and shall be contingent upon available budgetary appropriations.
- RETIREMENT. The Village shall provide a MERS defined contribution retirement program. The Village shall contribute an amount equal to ten percent (10%) of your base salary into the program. As an employee, you are required to contribute five percent (5%) of your base salary into the program, and such contributions shall be deducted from your pay.
- BONDING. You agree that you are bondable. The Village shall secure fidelity of other bonds as may be required for your employment and offer indemnification for your performance of duties as Executive Director.
- STARTING SALARY. Your initial salary shall be \$80,000.00 annually commencing on March 12, 2024, payable in prorated equal biweekly installments at the same time as normal payroll for employees of the Village generally. You shall be eligible for consideration for annual salary increases as recommended by the DDA Board and Village Council during the annual budget approval process. Please also note the annual stipend mentioned in the insurances section above.

- COMPENSATORY TIME. In lieu of overtime compensation, you shall be granted an additional forty (40) hours of paid leave annually as compensatory time. Compensatory Time shall be credited on July 1 of each year. Compensatory time may be taken as vacation days, but shall not be paid for unused time upon retirement or separation as an employee.
- RESIGNATION. You may resign your position at any time upon providing at least thirty (30) days advanced written notice to the DDA Chairperson. Such advanced notice shall not include any vacation or personal leave time or other time as discussed above. Your failure to provide said notice will result in the forfeiture of any accrued leave time of any type and may result in a determination by the DDA Board that your separation from Lake Orion DDA employment was not in good standing.
- MODIFICATION. This employment agreement may be modified in writing by the personnel policies duly adopted by the Village Council and in effect at any given time. Additionally, the Village reserves the right to alter, increase, decrease, or eliminate any term of this agreement subject to applicable law.
- LAWSUITS. You agree not to commence any action of suit relating to your employment with the Village more than one hundred eighty (180) days after the date of occurrence of the facts giving rise to the claim, or more than one hundred eighty (180) days after the date of your termination of such employment, whichever is earlier, and to waive the longer statute of limitations to the contrary. In the event that the statute of limitations applicable to such a claim is less than one hundred eighty (180) days, you agree that the shorter statute of limitations shall apply.
- OTHER TERMS AND CONDITIONS. All other terms and conditions of employment shall be governed by personnel policies adopted by the Village Council for non-union employees of the Village.

This employment agreement shall be effective commencing on March 12, 2024 upon approval by the Village Council, the DDA Board and acceptance by you. If you have any questions regarding this offer of employment, please do not hesitate to contact me.

Sincerely,

Debbie Burgess,
Chair
Lake Orion DDA Board of Directors

Village Council Approval:



Per Village Council Action March 11, 2024.
Darwin McClary, Village Manager

Date: March 12, 2024

DDA Board Approval:

Debbie Burgess, Chair, DDA Board

Date: _____

Accepted:

Matthew Gibb

Date: _____



MEMORANDUM

TO: Lake Orion DDA Board
FROM: Matthew Gibb, Executive Director
DATE: November 18, 2025
RE: Discretion under Michigan DDA/TIF Law to Use Tax Increment Revenues for Public Infrastructure Not Itemized by Name in the TIF/Development Plan

I. Issues Presented

1. **Whether a Downtown Development Authority (DDA) in Michigan may use tax increment revenues (TIF) to finance public infrastructure improvements such as water and sewer lines within the district when those projects are not expressly listed by name in the DDA’s development and tax increment financing (TIF) plan.**
2. **Whether and to what extent the DDA board has discretion to interpret the scope of already-approved plan categories (e.g., “public facilities,” “utilities,” “public improvements”) in deciding which specific projects to undertake without formally amending the plan.**

II. Brief Answer

Under Part 2 of Michigan’s **Recodified Tax Increment Financing Act, 2018 PA 57**, a DDA clearly has authority to plan, construct, and finance **“public facilities”** within the downtown district, and the statutory definition of “public facility” **expressly includes utility lines or pipes**, which covers water and sewer infrastructure.

The statute also provides that the DDA board may undertake such public facilities as are, **“in the opinion of the board,”** necessary or appropriate to carry out the development plan and aid in the economic growth of the downtown district. This “in the opinion of the board” standard is an explicit grant of board-level judgment and discretion, so long as expenditures remain **“pursuant to”** the approved tax increment financing plan.

Neither Act 57 nor Michigan case law expressly requires that every individual road, sidewalk, water main, or sewer lateral be itemized by name in the TIF plan. What the statute requires is that:

- the **development plan** describe the **categories, location, extent, character and estimated cost of the improvements**, and
- the **TIF plan** describe the capture mechanism, duration, and overall development program to be financed.

So long as a proposed water/sewer or other infrastructure project:

- lies within the DDA district;
- fits within the plan’s categories of “public facilities,” “utilities,” “public improvements,” or similar;
- is consistent with the purposes and cost estimates of the plan; and
- does not materially alter the amount/duration of tax capture in a way that would require an amendment,

The board has a strong argument that it may approve and fund the project under its existing statutory authority and plan, **without** first amending the plan to name the specific project.

III. Statutory Framework

A. DDA Purpose and Legislative Findings

Part 2 of Act 57 (MCL 125.4201 et seq.) recodifies and updates the former Downtown Development Authority Act. The Act’s legislative findings state that tax increment financing is intended to promote economic growth by dedicating a portion of the increased tax base to **“facilities, structures, or improvements within development areas”** so as to halt deterioration of property values and encourage redevelopment. In other words, the Legislature explicitly framed TIF as a tool to finance **public and private improvements inside the development area**, not just narrowly-defined or pre-named projects.

B. Definition of “Public Facility”

For DDAs, **“public facility”** is broadly defined in MCL 125.4201. The definition (as summarized in recent compilations and DDA handbooks) includes:

- Streets, plazas, pedestrian malls, and improvements to them (lighting, beautification, etc.);
- Parks, parking and recreational facilities, rights-of-way, bridges, waterways, etc.;
- **“Utility line or pipe”** and associated buildings and access routes; and
- Improvements to facilities used by the public or public agencies.

Thus, **water mains, sanitary sewer lines, storm sewer, and related utility infrastructure fall squarely within “public facilities”** that a DDA may plan, construct, and finance under Act 57.

C. Express Board Powers – “In the Opinion of the Board”

MCL 125.4207 (Sec. 207) sets out the powers of the DDA board. Among other things, the board may:

- **“Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building,**

or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, *in the opinion of the board*, aids in the economic growth of the downtown district.”

- “Plan, propose, and implement an improvement to a public facility, existing building, or multiple-family dwelling unit” in the downtown district.

The italicized “*in the opinion of the board*” language is critical. It signals that the Legislature intended to vest the board with **discretionary judgment** about which public facilities are “necessary or appropriate” to execute the plan and promote economic growth, rather than limiting the board to a strictly enumerated checklist.

D. Development Plan Contents (MCL 125.4217)

When a DDA finances a project using bonds or TIF, it must prepare a **development plan** containing, among other items:

- **Designation of boundaries** of the development area;
- The **location and extent of existing streets and other public facilities**;
- A description of **existing improvements to be demolished, repaired, or altered**;
- The **location, extent, character, and estimated cost of the improvements** contemplated, and the estimated time for completion;
- A description of any desired **changes in streets, street levels, intersections, or utilities**; and
- “**Other material that the authority, local public agency, or governing body considers pertinent.**”

Note that the statute focuses on **categories and characteristics** of improvements (“location, extent, character, and estimated cost”), not on naming each individual utility segment or pipe.

E. TIF Plan & Use of TIF Revenues (MCL 125.4215 & 125.4219)

The **tax increment financing plan** is primarily a **financial** document: it must describe the development area, the tax increment procedure, the estimated capture, and the duration of the program.

MCL 125.4215(2) then provides:

- The authority “**shall expend the tax increment revenues received for the development program only pursuant to the tax increment financing plan.**”

This ties expenditures to the **development program** described in the plan but does **not** say that expenditures are limited only to projects individually named in the plan, so long as they are “**pursuant to**” and consistent with that program.

IV. Legal Authority & Interpretive Support for Board Discretion

A. Statutory Discretion – “In the Opinion of the Board”

As noted above, Section 207 authorizes the board to plan and propose public facilities needed for a plan that **“in the opinion of the board”** aids economic growth. [Walker, MI+1](#)

This is unusually explicit discretion language. Courts and agencies typically treat such phrases as **delegating judgment to the local body**, subject to reasonableness and consistency with the statute. It is strong textual support for the proposition that:

- It is **the board’s role** to determine which specific public facilities are “necessary or appropriate” to execute the plan;
- That judgment is based on the board’s view of what aids economic growth; and
- So long as the chosen projects fit within the plan’s categories and purposes, the board is not required to amend the plan for every specific, implementing project.

B. Broad “Public Improvements” Purpose – MEDC and State Guidance

The Michigan Economic Development Corporation’s DDA fact sheet (updated and re-issued post-Act 57) expressly states that a DDA’s TIF mechanism **“can be used to fund public improvements in the downtown district.”** [MEDC+1](#)

Other local and state educational materials repeat this formulation: TIF revenues can be used to fund **public improvements** (including infrastructure) within the district, with no suggestion that each such infrastructure component must be separately named in the TIF plan. [Revize+1](#)

While these materials are not binding law, they show the **prevailing interpretation** among state economic-development agencies and local governments: DDA TIF is a tool for public improvements broadly, so long as they are located in the district and tied to the adopted plan.

C. Judicial Descriptions of TIF Purpose

In discussing Michigan tax increment financing, courts have characterized TIF as a **financing program that dedicates growth in the tax base to “facilities, structures, or improvements within a development area” to facilitate economic growth and development.** Again, this general description underscores that the focus is on **improvements within the area consistent with the plan**, not narrow project-name lists.

V. Application to Water, Sewer, and Other Public Infrastructure

A. Water and Sewer Are Statutory “Public Facilities”

Because “public facility” includes an “**utility line or pipe**” and improvements to facilities used by the public, water and sewer mains in the downtown district are **textbook examples of eligible public facilities** under Act 57.

Thus, if the development plan references construction or improvement of **public facilities, utilities, or infrastructure** in the district, water/sewer work is within that statutory and plan category—even if the plan does not say “install 8-inch water main along X Street.”

B. “Pursuant to the TIF Plan” Does Not Require Naming Every Facility

The statutory requirement that TIF revenues be spent “**only pursuant to the tax increment financing plan**” means that expenditures must be consistent with:

- the development program described in the plan;
- the geographic boundaries and scope of the development area;
- the financial assumptions and capture duration; and
- the public purpose findings made when the plan was adopted.

But nothing in the text of MCL 125.4215 or 125.4217 states that:

“The authority may only fund projects that are *explicitly named by title* in the plan.”

Instead, the statute requires description of the “**location, extent, character, and estimated cost**” of contemplated improvements and allows the inclusion of “**other material ... considered pertinent.**” That structure is consistent with common municipal practice:

- The plan describes categories and examples (e.g., “streetscape improvements,” “public facilities and utilities,” “undergrounding of utilities,” “parking and access improvements”).
- The board later selects specific sites and projects to implement those categories (e.g., “replace water and sewer lines in Block A of the district in conjunction with streetscape work”).

C. When an Amendment *Is* More Likely Needed

Act 57 does require that **amendments** to a development or TIF plan be approved by the governing body with notice and hearing.

Practically, an amendment is more clearly required when:

- The DDA proposes **new types of projects** not reasonably implied by the existing plan categories;

- The DDA seeks to materially **extend the duration** or **change the boundaries** of the development area; or
- The DDA wants to significantly **increase or reallocate the capture** beyond what the plan contemplated.

By contrast, using TIF revenues to replace undersized water and sewer mains, or to add new utility lines within the district:

- is within the statutory definition of “public facility”;
- usually falls under plan language about public infrastructure or utilities; and
- often fits within the existing cost and phasing estimates, especially if the plan anticipated “ongoing” or “phased” public facilities work.

In those circumstances, the board can reasonably argue it is **implementing**, not **amending**, the plan.

VI. Conclusions and Practical Guidance

1. Statutory Authority Exists

- Michigan law **expressly authorizes** DDAs to construct and improve “public facilities,” including **utility lines and pipes**, within the downtown district.
- The board may undertake such facilities as it deems, **“in the opinion of the board,”** necessary or appropriate to execute the development plan and promote economic growth.

2. TIF Use Is Tied to the Development Program, Not a Project Name List

- TIF revenues must be spent **pursuant to** the TIF plan, but the statute does not require naming every individual project; it requires describing categories and characteristics of improvements and the overall financing program.

3. Water and Sewer in the District are Eligible Public Improvements

- Because utility lines/pipes are expressly included in the definition of public facility, water/sewer work within the DDA boundaries is generally an eligible TIF use if the plan contemplates public facilities/infrastructure work.

4. Board Discretion Is Built into the Statute

- The “in the opinion of the board” language is a statutory acknowledgment that **the board**, not other taxing jurisdictions, interprets which specific public facilities are necessary or appropriate within the boundaries of the adopted plan.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: November 24, 2025

TOPIC AFSCME and POAM Collective Bargaining Strategy Session

BACKGROUND BRIEF:

Council is scheduled to convene into closed session for the purpose of considering bargaining strategy connected with the negotiation of the AFSCME and POAM union contracts. Both contracts expire on June 30, 2026. Administration is seeking input from the Village Council on specific contract provisions in each contract in advance of Administration developing management’s initial bargaining proposals.

The union contracts are available on the Village’s web site for review and reference at:

AFSCME (Public Works employees) - <https://www.lakeorion.org/media/1301>

POAM (Police Officers and Records Clerk) - <https://www.lakeorion.org/media/2161>

Council members should be prepared to discuss desired areas of contract negotiations, if any, during the closed session.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To convene into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, being MCL 15.268(1)(c), for the purpose of a strategy session connected with the negotiation of the AFSCME and POAM collective bargaining agreements.