AGENDA

REGULAR MEETING OF THE VILLAGE COUNCIL

Tuesday, May 26, 2026

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**
   - **A.** Recognition of Lake Orion Lake Association (LOLA) Donation for Marine Training
   - **B.** Oakland County Local Government Investment Pool (LGIP) Presentation
   - **C.** Upcoming Fire Millage Proposal Presentation
5. **Call to the Public**
6. **Approval of Agenda**

   By order of the President/Chair, no matters will be discussed after 9:30 PM, unless the Council votes to continue the meeting.
7. **Consent Agenda**

   All items on the Consent Agenda are approved by one vote.
   - **A.** Approval of Special Event: Lake Orion Fireworks
   - **B.** Approval of Special Event: LOLive! Concert Series

C. Planning Commission Re-appointments

D. O.C.C.C.C. Appointments - Jim Zsenyuk and Tom Watson

E. Designation of Acting Village Manager - June 2, 2026, and June 9, 2026

F. Approval of Village Council Regular Meeting Minutes of May 11, 2026

G. Receive and File Board of Zoning Regular Meeting Minutes of April 2, 2026

H. Receive and File of DDA Regular Meeting Minutes of April 21, 2026

I. Receive and File Investment Report- April 2026

J. Receive and File of Orion Township Building Permit Report from April 15, 2026 to May 15, 2026

K. Receive and file Invoice Distribution Report for May 27, 2026

L. Renewal of Metro Act Permit – McLeodUSA Telecommunications Services, LLC

8. Items Removed from the Consent Agenda

9. Public Hearings

10. Other Items

A. Village-Owned Property Inventory and Mapping Report

B. Orion Villas Stormwater Management Operations and Maintenance Agreement and Grant of Easement

C. Cross Connection Program Service Agreement - HydroCorp

D. Final Recommendation from Village Disincorporation Study Committee

E. Schedule Council Work Sessions – Water and Sewer Rates, Fee Schedule, and Capital Improvement Plan

F. Schedule Public Hearing – 2026 Sidewalk Improvement Program (SWIP) District #2 Special Assessments

11. Call to the Public

12. DDA Executive Director Comments

13. Council Comments

14. Village Manager Comments

15. Closed Session Items

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.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 20, 2026

TOPIC Oakland County Local Government Investment Pool (LGIP) Presentation

BACKGROUND BRIEF:

Over the past several months, Village Council has raised questions regarding the Village's accounts and investment practices. At the April 13, 2026, regular Village Council meeting, Council directed the Village Manager to prepare a presentation outlining the Village's current investment methods, with support from the Oakland County Local Government Investment Pool (LGIP).

Clerk/Treasurer Stout recommended that representatives from the Oakland County LGIP provide the presentation in order to offer professional insight and address any questions from Council. Paul Zelenak, Investment Administrator for Oakland County Treasurer Robert Wittenberg, will provide the presentation.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Motion to receive and file the presentation from the Oakland County Local Government Investment Pool regarding the Village's current investment methods and related financial investment practices.

Oakland County Local Government Investment Pool (LGIP)
Robert Wittenberg, Treasurer

- Local Government Investment Pool - Public Act 121 of 1985

- The **Local Government Investment Pool (LGIP)** is created to provide public entities in an investment alternative that minimizes the risk of principal loss, while offering liquidity and a competitive rate of return. Through the LGIP, public entities in Oakland County can share in the benefits and advantages of large-scale institutional investment management provided by the Investment Unit of the County Treasurer's office.

- The Pool was established by Treasurer and approved by Board of Commissioners in 2002

- Only two County's in Michigan operate an LGIP (the other is Kent County)

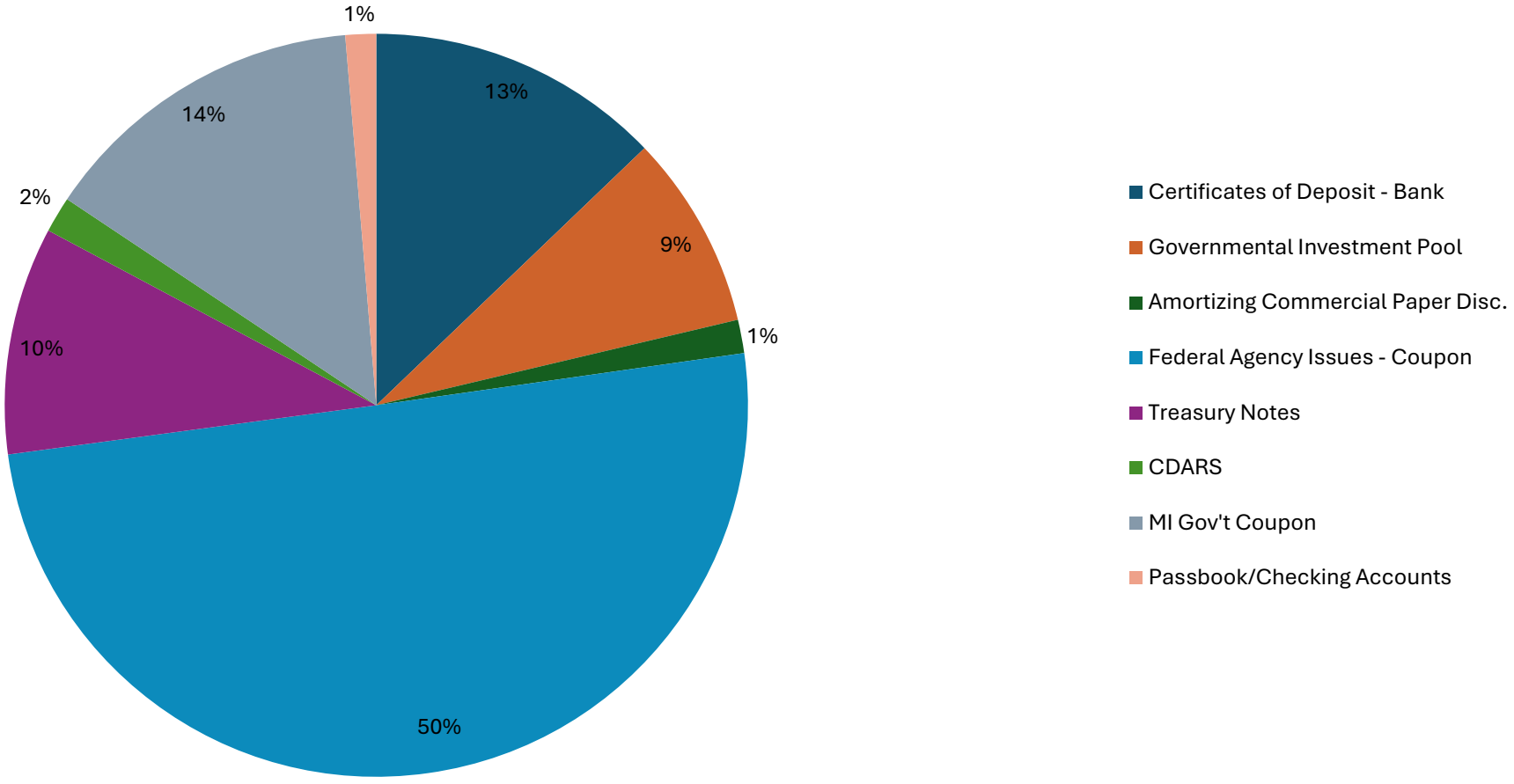
- Currently 40 Oakland County CVTs participate in the LGIP.

ADVANTAGES

The LGIP offers Oakland County public entities investment diversification, liquidity, and professional portfolio management. Through participation in the LGIP, Oakland County public entities can take advantage of:

- **Convenience and Compliance -**Participants own shares of the County's diversified portfolio, which is managed in compliance with Michigan's state statutes (PA 20 of 1943 Investment Act).
- **Cash Management -**Next day liquidity permits flexibility and fine-tuning of cash management needs.
- **Costs-** All administrative and management fees are deducted from the portfolio earnings prior to distribution of the earnings to participants; therefore, fees are totally transparent to participants. (Fee is fixed percentage at .0362% of earnings)
- **Statements-** Monthly statements include all transactions, the earnings rate, and the monthly dividend/interest.
- **Competitiveness -**The LGIP offers a competitive rate of return, which should enhance the rates offered to you on alternative investments.

Operating Portfolio Diversification



https://www.oakgov.com/government/oakland-county-treasurer-s-office/about/investors

Oakland County Investment Pool
Position Report - Landscape
Investment #77881

Oakland County Treasury

As Of May 18, 2026

Report Ver. 7.3.11

Investment #	77881		
Fund	77881		
CUSIP	SYSTEM SYS77881		
Issuer	99999 Pooled Investments		
Cert./Acct#			
Dealer		**GASB 3**	
Custodian			
Asset Class	Cash and Equivalents	**S&P**	**Moody'**
Investment Class	Book Value		

Beginning Balance Date	10/01/2025
Beginning Balance	3,593,180.56
Current Balance	5,181,800.96
Deactivate Date	

Accrued Interest from Previous Fiscal Year 11,482.91

Managed Pool Accounts (PA4)

Begin Rate	4.1010000	**Current**	4.0711514
Rates as of	04/01/2026	**Basis**	365
Interest Period	ME		
First Interest Due	11/01/2025		

☒ **Add Interest to Account Balance**

☐ **Include in Yield Calculation**
☒ **Clearing Account**

Market Price	0
Market Price Date	
Last Withdrawal Date	05/01/2026
Last Deposit Date	03/12/2026

Comment

Current Fiscal Year Interest Received to 92,182.85

Passbook Transactions

Trans. Dat	Deposit	Withdrawal	Int. Rcvd.	Balance	Rate	Cd	Receipt	Comments
10/01/2025	0.00	0.00	0.00	3,593,180.56	3.901	BB		
10/01/2025	0.00	0.00	0.00	3,593,180.56	3.583	R		Interest Earnings
11/01/2025	0.00	110.51	10,935.63	3,604,005.68		FI		Interest Earnings
11/01/2025	0.00	0.00	0.00	3,604,005.68	4.058	R		Interest Earnings
12/01/2025	0.00	107.27	12,019.16	3,615,917.57		FI		Interest Earnings
12/01/2025	0.00	0.00	0.00	3,615,917.57	4.068	R		Interest Earnings
01/01/2026	0.00	111.21	12,494.47	3,628,300.83		FI		Interest Earnings
01/01/2026	0.00	0.00	0.00	3,628,300.83	4.018	R		Interest Earnings
02/01/2026	0.00	111.59	12,380.30	3,640,569.54		FI		Interest Earnings

Passbook Transactions

Trans. Dat	Deposit	Withdrawal	Int. Rcvd.	Balance	Rate	Cd	Receipt	Comments
02/ 01/ 2026	**0. 00**	**0. 00**	**0. 00**	**3, 640, 569. 54**	**4. 003**	**R**		**I nt er est Ear ni ngs**
03/01/2026	0.00	101.13	11,179.51	3,651,647.92		FI		Interest Earnings
03/01/2026	0.00	0.00	0.00	3,651,647.92	4.052	R		Interest Earnings
03/12/2026	1,497,275.00	0.00	0.00	5,148,922.92		C		imported via financial services module
04/01/2026	0.00	142.02	15,892.00	5,164,672.90		FI		Interest Earnings
04/01/2026	0.00	0.00	0.00	5,164,672.90	4.071	R		Interest Earnings
05/01/2026	0.00	153.72	17,281.78	5,181,800.96		FI		Interest Earnings

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Upcoming Fire Millage Proposal Presentation

BACKGROUND BRIEF: Fire Chief Allen of the Orion Township Fire Department will provide a brief presentation regarding the upcoming fire millage proposal, including information on the purpose of the millage and its anticipated impact on fire and emergency services within the community.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Motion to receive and file the presentation from Fire Chief Allen regarding the upcoming fire millage proposal.

Presentation 2026

FIRE

Ryan Allen

Milestones Met Since August 2020

1

FIRST MILESTONE

ALS Delivery Model

Accomplished!



2

SECOND MILESTONE

Staffing Increased

Accomplished AND 2 additional staff per shift (total 12 per shift)



3

THIRD MILESTONE

Turnout Gear Replacement

Met AND 2nd set due to obtaining grant.



4

FOURTH MILESTONE

SCBA Air Cylinders

Accomplished!



5

FIFTH MILESTONE

Purchase New Fire Trucks

Completed (x4)



6

SIXTH MILESTONE

Purchased New Ambulances (x2)

·Completed AND an additional 3 to maintain up to date fleet



7

SEVENTH MILESTONE

Staff Vehicle Replacements (x2)

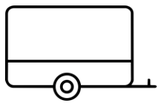
Accomplished AND replacement of 2 additional staff vehicles



8

EIGHTH MILESTONE

Replacement of Air Tender



9

NINTH MILESTONE

Station Improvements



Why Additional Funding Is Needed?



Rising operational costs



Sustained service quality



Enhanced training



Expanded station space



Staying ahead of incident volume



Reliable equipment



Improved responder well-being



Reliable apparatus and vehicles

Modern, Reliable Emergency Equipment

- Support for staffing increases
- Equipment replacement and upgrades
- Infrastructure Improvements
- Long-Term Community Benefits

- Benefits Of Modern Equipment

Equipment Type	Year	Cost
SCBAs	2029-30	$400,000.00
Ladder (quint) used	2028-29	$1,000,000.00
Ambulances (2)	2029, 2031	$1,000,000.00
Staff Vehicles (2)	2029	$150,000.00
Utility Vehicles (2)	2027, 2030	$150,000.00
Command Vehicle (1)	2031	$80,000.00
Turn out Gear	2031	$160,000.00
Gator	2028	$100,000.00
Thermal Images	2029	$100,000.00
Training Grounds	2028-29	$400,000.00

Increases Over The Last 5 Years



Rising Operational Costs

- Ambulance Costs 57%
- Engines 37%
- Insurance 52-69%
- Dispatch 71%
- Vehicle Maintenance 34%
- Admin Fees 647%
- Education 235%

1



Capital Investment Needs

Over $3.54 million needed

2



Infrastructure Upgrades

Fire station expansions & modernizations

3

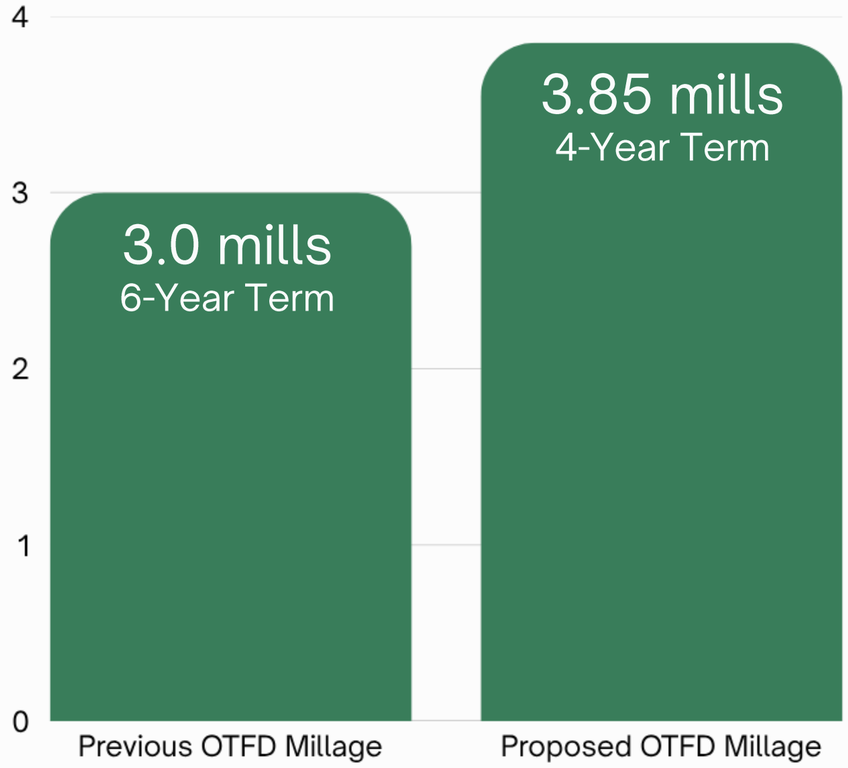


Training Facility Improvements

Updated training facilities

4

Millage Rate & Term Comparison



Local Community	Millage Rate
Oxford	5.25
Independence	3.8379
Waterford	2.4081 + 2.52 Public Safety
Brandon	4.29 + 0.6005 E&H
Holly	4.5 - 5.5
Addison	3.74/0.74 Capital



Direct Benefits For The Public

- Improved Emergency Response
- Advanced Equipment Benefits
- Additional Staffing & Utility Vehicles Replacements
- Community Safety and Economic Benefits
- Infrastructure Updates - adding to current facilities



Orion Township Fire Department

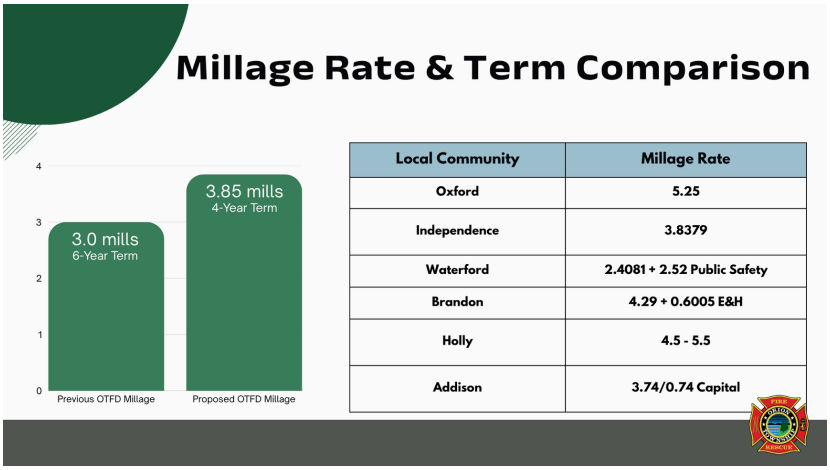
Orion Township Fire Department Operational Millage Fact Sheet

Overview

The Orion Township Fire Department is requesting a new operational millage of 3.85 over 4 years due to the previous millage term expiring on December 31, 2026.

Summary

Millage ballot date	August 4, 2026
What is the current fire department millage and what are you requesting?	The current millage is 3.0 and began in 2020. The Orion Township Fire Department is requesting 3.85 mills over a 4-year term.
Why additional funding is needed?	The millage increase helps to ensure staffing stabilization, letting the department plan for call volume increases over the incoming years. Station and facility upgrades will be completed at two of the stations and funding will allow for training grounds to be established. This millage also considers inflation corrections that are taken to adjust for real operating expenses. This millage also allows the department revenue



Local Community	Millage Rate
Oxford	5.25
Independence	3.8379
Waterford	2.4081 + 2.52 Public Safety
Brandon	4.29 + 0.6005 E&H
Holly	4.5 - 5.5
Addison	3.74/0.74 Capital

	predictability, allowing for planning instead of reactive budgeting.
How does the millage benefit the public?	The public receives a direct correlation to the fire department's millage by seeing improved emergency responses, advanced equipment benefits, and increased staffing ensuring a safer community.
What did you accomplish in the last millage?	Over the course of 4 years, Orion Township Fire Department has accomplished 9 major milestones including: ALS delivery model, staffing increased to include 2 additional staff per shift (total 12 per shift), turnout gear replacement and 2nd set due to obtaining grant, SCBA Air cylinders, purchased 4 new Fire Trucks, purchased 2 new Ambulances and additional 3 to maintain up to date fleet, two Staff Vehicle Replacements replacement of 2 additional staff vehicle, replacement of Air Tender, and station improvements.

Safer For You, Safer For Us

Safer & More Functional Fire Stations	Fire Station infrastructures include expansion to the fire station spaces, enhanced safety and compliance, operational readiness, and improved responder well-being.
Improved Staffing & Response Times	Staffing benefits include increased staffing of 9 firefighters total (3 per shift), faster response times, reduced burnout and fatigue, and sustained service quality.
Your Support Matters	Support for staffing increases, equipment replacement and upgrades, infrastructure improvements, and long term community benefits.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC: Approval of Special Event – Lake Orion Fireworks

BACKGROUND BRIEF:

The Fireworks on Lake Orion event, submitted by Robert Krefski, on behalf of the Lake Orion Fireworks Foundation Inc., is scheduled for Saturday, July 4, 2026, on the east side of Lake Orion, with a rain date of Sunday, July 5, 2026. The event is held annually and is expected to attract 10,000 attendees.

RECOMMENDED MOTION:

To adopt Resolution No. 2026-015, approving the Fireworks on Lake Orion Special Event Application and the License Agreement between the Village of Lake Orion and Robert Krefski of the Lake Orion Fireworks Foundation Inc. for the use of the east side of Lake Orion on Saturday, July 4, 2026, at 10:00PM, with a rain date of Sunday, July 5, 2026 and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.

Village of Lake Orion
EST 1859

VILLAGE OF LAKE ORION
COUNTY OF OAKLAND
STATE OF MICHIGAN

RESOLUTION NO. 2026-015

A RESOLUTION TO APPROVE THE SPECIAL EVENT PERMIT APPLICATION FOR "FIREWORKS ON LAKE ORION" AND THE ASSOCIATED LICENSE AGREEMENT

VOTING YEA:
VOTING NAY:
ABSENT:
MOTION:

RESOLVED: To approve the Special Event Permit Application submitted by Robert Krefski on behalf of the Lake Orion Fireworks Foundation Inc., for the "Fireworks on Lake Orion" event to be held on Saturday, July 4, 2026, at 10:00PM, with a rain date of July 5, 2026, on a floating platform anchored in Lake Orion, as outlined in the application.

FURTHER RESOLVED: To approve the License Agreement between the Village of Lake Orion and the Lake Orion Fireworks Foundation Inc., and to authorize the Village President and Village Clerk to execute said Agreement on behalf of the Village.

FURTHER RESOLVED: This approval is subject to the following conditions:

Administrative Requirements:

1. Due to the crowds of this event, the applicant is responsible for cleaning up any trash generated during the event.
2. Emergency vehicle access must be maintained at all times throughout the Village, especially in the downtown area.
3. Drew Espenshade of Ace Pyro, LLC shall submit the required documentation to the Michigan Department of Licensing and Regulatory Affairs (LARA).

Police Department Requirements:

1. Event staff and on-scene manager's cellular phone numbers must be provided to the

Police Department at least 24 hours before the event.

2. The applicant shall be responsible for reimbursing the Village for all police resources and related ancillary costs dedicated exclusively to this event. This policy is intended to ensure full cost recovery, and the applicant will be billed for the actual costs incurred. This includes, but is not limited to, staffing of the event, time spent on event planning, coordination meetings, site inspections, and setup.
3. At a minimum, one dedicated police officer must be assigned to the event from start to finish. The need for additional staffing will be evaluated during planning meetings with the Chief of Police or their designee.
4. Upon request, the Chief of Police may provide a preliminary cost estimate for police services. The final invoice will reflect only the actual costs of police services provided. A preliminary review of these plans appears to be for one Marine Officer and the Police Boat to be dedicated to this event.
5. A pre-planning meeting with the Chief of Police or their designee is required for all events involving dedicated police resources. To schedule this meeting, please contact Chief Mark Amundson at amundsonm@lakeorionpolice.org.

Fire Department Requirements:

1. The proposed fireworks display must comply with NFPA 1123: Code for Fireworks Display.
2. There shall be no parking in the Fire Station Lot or along Anderson Street.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MAY 26, 2026.

Sonja Stout. MiCPT
Village of Lake Orion Clerk/Treasurer

CERTIFICATION

I, Sonja Stout, duly appointed Clerk/Treasurer of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2026-015 adopted by the Village of Lake Orion Village Council at its Regular Meeting held on the 26th day of May 2026.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan on this 26th day of May 2026.

Sonja Stout, MiCPT
Village of Lake Orion Clerk/Treasurer

DATED: May 27, 2026

Village of Lake Orion

Printed: 5/21/2026

Special Event
SE-2026-011

Balance
$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Robert Krefski	**NGN-MJZ**	**Mar 26, 2026**	**May 14, 2026**	**Jul 4, 2026**	**Jul 3, 2027**	**--**

Applicant Information

APPLICANT
Robert Krefski
rkrefski@comcast.net
(586) 996-8967
852 Island Point , Lake Orion, MI 48362
Same as mailing address

Agent

AGENT
Drew Espenshade
drew@acepyro.com
(248) 622-5148
P.O. Box 2, Manchester, MI 48158
Same as mailing address

Internal

Conditions

Police Reimbursement:
The applicant shall be responsible for reimbursing the Village for all police resources and related ancillary costs dedicated exclusively to this event. This policy is intended to ensure full cost recovery, and the applicant will be billed for the actual costs incurred. This includes, but is not limited to, staffing of the event, time spent on event planning, coordination meetings, site inspections, and setup.

At a minimum, one dedicated police officer must be assigned to the event from start to finish. The need for additional staffing will be evaluated during planning meetings with the Chief of Police or their designee.

Upon request, the Chief of Police may provide a preliminary cost estimate for police services. The final invoice will reflect only the actual costs of police services provided.

A preliminary review of these plans appears to be for one Marine Officer and the Police Boat to be dedicated to this event.

Pre-Planning Meeting with Chief of Police

A pre-planning meeting with the Chief of Police or their designee is required for all events involving dedicated police resources.

To schedule this meeting, please contact Chief Mark Amundson at amundsonm@lakeorionpolice.org.

Fire Department. Please see attached memo from Fire Marshal for approval. In addition, there shall be no parking in fire station lot or along Anderson Street.

Issued By:

N/A

Internal Notes - Employee Communication

Spoke with Mr. Espenshade on 4/10/2026 and he said that he will be able to submit the rest of the documents in the next two weeks. -LBlough

Approved Event:

N/A

General Information

Event Location

Lake Orion (East of the Lake)
Lake Orion, MI 48362

Event Locations

The east side of Lake Orion, Next to Squaw Island

Zoning District

N/A

Event Name

Lake Orion Fire Works

Event Details

Fire works will launch on the lake at dusk

Date / Hours of Event

7/4/26 / 10:00 until 10:30 pm

Date / Hours of Set-up and Tear Down

7/8/26

Event Map

Image.jpg

Street Closures and / or Parking Lot closures necessary?

No

If yes, how many days?

N/A

If yes, describe

N/A

Green's Park Reservation?
No

Green's Park Reservation Date/Hours
July 4, 2026 noon

Green's Park Reservation Duration (Days)
N/A

Gazebo Rental?
No

Gazebo Rental Type
N/A

Gazebo Rental Date/Time
N/A

Gazebo Hour
N/A

Coordinating Event Details
The loading of the launch barge at Greens Park.

Coordinating with Another Event?
No

If yes, Event Name
Lake Orion Fire Works

Event Details

Type of Event
Individual

Status
Non-Profit

If Non-Profit, provide proof of non-profit status such as IRS Determination Letter 501(c)(3), IRS Form 990, or Articles of Incorporation

Image.jpg

Is this event expected to occur next year?
Yes

If Yes, provide next year's specific dates
July 4 2027

If this event a Fund raiser?
No

If YES, indicate beneficiary information
N/A

Is this the first time the event is being held in Village of Lake Orion?
No

Describe above selection
This event happens every year.

Was this event previously held outside the Village of Lake Orion?
No

Describe above selection
Always held in the village.

Event Details (continued)

Total estimated attendance each day

99

What parking arrangements will be necessary to accommodate attendance?

People do line the streets of Lake Orion to watch the free event,

Parking Plan

How will trash be handled?

There is no trash at this event.

Is amplification of music or speakers planned or anticipated?

No

If yes, describe

N/A

Will tents be used?

No

If yes, indicate number of tents, use of each, location and size

N/A

Portable restrooms

No

If yes, number of portable restrooms and location

N/A

Food / Alcohol / Merchandise

Will alcoholic beverages be served?

No

If yes, describe

N/A

Is liquor license issued by the State of Michigan?

N/A

If yes, whose name is the license issued to

N/A

Copy of License

Will food and beverages be sold?

No

If yes, describe

N/A

Will merchandise be sold?

No

If yes, describe

N/A

Request Use of Village Equipment ONLY

Use of Equipment Start (Day / Time)
N/A

Use of Equipment End (Day / Time)
N/A

Barricades/Traffic Cones
No

If yes, describe
N/A

Temporary Closure Signage
No

Trash Cans
No

Electrical Connections
No

If yes, describe
N/A

Water
No

If yes, describe
N/A

Emergency Fire Equipment, such as ambulance
No

If yes, describe
N/A

Use of Police Services
Yes

If yes, describe
Police service on Lake Orion .

Other Village Services
Yes

If yes, describe
The use of Greens park for loading launch float.

Municipal Equipment

Event Signs

Will this event include the use of signs?
Yes

Location(s) of Sign
1. Lumber yard, 2 Eds costume shop,

Sign Dimensions

1. 40 FT x 4FT 2. 20 FT x 3 FT

Sign Sketch Plan

Location Map

Temporary Display Start

Temporary Display End

Quantity of Temporary Signs

1

OLD_Quantity of Temporary Signs

N/A

Certifications and Signatures

Signature of Sponsoring Organization's Agent

Image.jpg

Certificate of Insurance naming the Village of Lake Orion as Certificate Holder and Additional Insured

Image.jpg

Hold Harmless Agreement

Hold Harmless Agreement

Image.jpg

Fees

Application Fee	$25.00
Special Event - Right Of Way	$75.00
Application Sign Fee	$25.00
Sign Fee	$75.00
TOTAL	**$200.00**
PAID	**$200.00**
BALANCE DUE	**$0.00**

Transaction Log

03/26/2026	**Payment**	Check	**$100.00**
Receipt # 54957. Check #130 paid in the office on 3/24/2026.			
04/07/2026	**Payment**	Check	**$100.00**
Receipt #55017. Check # 132 paid in the office on 4/7/2026.			

Communication

Lynsey B April 1, 1:51 PM
Hi Mr. Krefski,

During a recent review of your special event application, we noted that the required fee for the temporary signs was not collected at the time of submission.

For reference, this fee was collected for your temporary signs last year, and we have attached a copy of the receipt for your convenience. I apologize for any confusion in my previous communication.

You may submit the payment online (please note that a convenience fee will apply) or drop off a check at our office. Please let us know if you have any questions. Thank you!

Payment Receipt 2025.05.08.pdf

Kirsten B April 30, 12:36 PM
Hello Mr. Krefski,

I am assisting Lynsey with your application and noticed that the Hold Harmless Agreement was not completed and submitted. Would you please take a few minutes to complete this and send it back so we can proceed with your application process? If it's easier for you to complete this at Village Hall, you are more than welcome to stop in. Thank you!

Kirsten Barber

hold_harmless_agreement.pdf

Kirsten B April 30, 12:54 PM
Mr. Krefski,

My apologies, we also need written documentation from the DDA granting permission to place a temporary sign on the Lumberyard property. Thank you!

Workflow

1. Payment - COMPLETED
Assignee: Lynsey Blough

2. Administrative Review - COMPLETED
Assignee: Lynsey Blough

3. Dept. of Public Works Review - COMPLETED
Assignee: Wes Sanchez

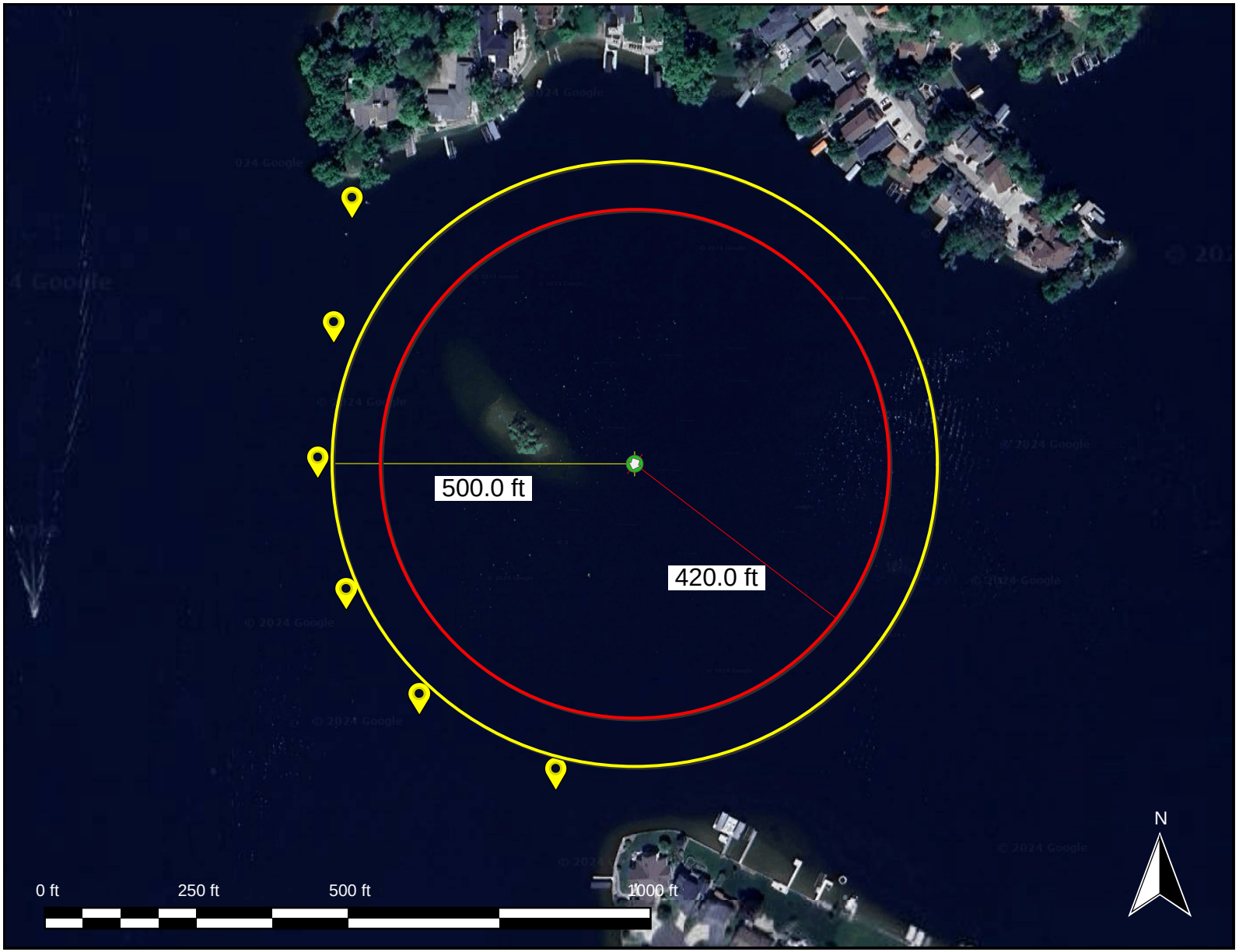
4. Public Safety Review - COMPLETED
Assignee: Mark Amundson

5. Fire Department Review - COMPLETED
Assignee: John Pender

6. Council Review - ACTIVE
Assignee: Lynsey Blough

7. Planning & Zoning Review - INACTIVE
Assignee: Sommer Nafal

8. Issue Permit - INACTIVE
Assignee: Lynsey Blough



Lake Orion

July 4, 2026
Lake Orion, MI

ACE AHJ Site Layout

Shoot site:
Lake Orion

Fireworks display company:
ACE Pyro, LLC
PO Box 2
Manchester, MI 48158

Email: info@acepyro.com
Phone: (877) 223-3552

Lake Orion Fireworks Foundation to place a buoy at the platform anchor location, and a series of buoys along the west perimeter of the secured fallout area (500ft from the platform)

ACE PYRO LLC

- Fireworks Launch Platform
- Buoy - no boats past this line
- NFPA 1123 Fallout Radius for 6" Shells
- Secured Fallout Area

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

HOLD HARMLESS AGREEMENT

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

2026 Lake Orion Fireworks on July 4, 2026 @ 10:00pm (July 5, 2026 Rain Date)
Activity/Event — Dates and Time

East Side of Lake Orion will be where the fireworks will be launched.
General Description of Location

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

Applicant/Property Owner/Contractor Signature**

Robert Krefeski
Applicant/Property Owner/Contractor Printed Name

5/21/2026
Date

Witness One Signature ***

LYNSEY BLOUGH
Witness One Printed Name

Witness Two Signature ***

KIRSTEN R. BARBER
Witness Two Printed Name

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Third Coast Insurance Company — 10713
INSURED Ace Pyro LLC 13001 E Austin Road Manchester MI 48158	**INSURER B :** Allianz Global Corporate & Specialty SE
	INSURER C : HDI Global Specialty SE
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 73754462 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC			PYTP0000021-00	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PYTA0000013-00	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			25ABEX0200	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Excess Liability #2			18HX3630	11/1/2025	11/1/2026	Each Occurance Aggregate Total Excess Limits	$5,000,000 $5,000,000 $9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract: Village of Lake Orion, Lake Orion Fireworks Foundation
Event Location: Floating platform anchored in Lake Orion
Event Date: 7/4/2026, Rain Date: 7/5/2026

The General Liability watercraft exclusion is amended above to provide coverage for: barges or other mobile work platforms, while fixed in place on water and used to prepare and provide a fireworks display.

CERTIFICATE HOLDER

Village of Lake Orion
21 E Church Street
Lake Orion MI 48362
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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~~16' X 4'~~

HAPPY BIRTHDAY AMERICA 250 YEAR'S
LAKE ORION FIREWORK'S JULY 4th

PLEASE DONATE!
GO FUND ME OR MAIL TO
LOFF LLC
540 N LAPEER #161
LAKE ORION, MI 4836.

6X3
LAKE ORION FIRE WORKS
JULY 4,
PLEASE DONATE TODAY

6X3
PLEASE DONATE TODAY
$ $ $ $ $ $
LAKE ORION FIREWORKS FOUNDATION!

DDA
LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
118 N. Broadway, Lake Orion, MI 48362
Phone: 248-693-9742 Fax: 248-693-9749
www.downtownlakeorion.org

Janet Bloom, Assistant Director

May 5, 2026

Lake Orion Fireworks Foundation
540 N. Lapeer Rd.
Box 161
Lake Orion, MI 48362

To Whom It May Concern,

The Lake Orion Fireworks Foundation has the expressed permission of the Lake Orion Downtown Development Authority to hang a 18' x 4' banner on the Lumber Yard of Paint Creek wooden sign from the dates of May 18th through July 6th.

Best Regards,

Janet L. Bloom

Janet Bloom, Assistant Director
bloom@downtownlakeorion.org

2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin,color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☑ Display Fireworks

☑ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE
(ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO: Drew Espenshade

AGE (18 YEARS OR OLDER) ☑ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO: 9700 Burmeister Rd, Saline, MI 48176

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION: ACE Pyro, LLC

ADDRESS: 9700 Burmeister Rd, Saline, MI 48176

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

Approximately 1,000 1" - 6" Aerial Display Shells

EXACT LOCATION OF DISPLAY OR USE: Floating platform anchored in Lake Orion (see attached site layout)

CITY, VILLAGE, TOWNSHIP	DATE	TIME
Lake Orion	7/4/2026 (RD: 7/5/2026)	Approx. 10:00PM

BOND OR INSURANCE FILED	AMOUNT
☑ YES ☐ NO	$10,000,000

Issued by action of the Legislative Body of the

☐ City ☑ Village ☐ Township of _____ on the _____ day of _____ , 2026.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

2026 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP

DATE

Authority: 2011 PA 256

The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ☑ Display Fireworks
- ☑ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Drew Espenshade	9700 Burmeister Rd, Saline, MI 48176	✓ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
Aaron Enzer	9700 Burmeister Rd, Saline, MI 48176	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR	ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER
Jon Nash	9700 Burmeister Rd, Saline, MI 48176	✓ YES ☐ NO

NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE
10+	100+	Michigan, Wisconsin, North Dakota, Wyoming, Illinois, Iowa, Arizona, Indiana, Pennsylvania

NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER
Drew Espenshade	9700 Burmeister Rd, Saline, MI 48176	✓ YES ☐ NO
NAME OF OTHER ASSISTANT	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER
N/A	N/A	YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

Floating platform anchored in Lake Orion (see attached site layout)

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
July 4, 2026 (Rain Date: July 5, 2026)	Dusk, Approximately 10:00PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

None, fireworks product will be brought from company storage in time for display setup.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$10,000,000	Acrisure Great Lakes Partners Insurance Services

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

223 West Grand River Ave, #1, Howell, MI 48843

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approximately 1,000	1" - 6" Aerial Display Shells

SIGNATURE OF APPLICANT	DATE
Drew Espenshade	April 25, 2026

Charter Township of Orion

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

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

Date: May 14, 2026

To: Darwin McClary, Village Manager

Re: 2026 Lake Orion Fireworks Permit Application

The Orion Township Fire Department has reviewed the proposed documentation and recommends approval of the display with the following requirements:

1. The proposed fireworks display shall be in compliance with **NFPA 1123: Code for Fireworks Display.**

If you have any questions, please contact our office at 248.391.0304.

Sincerely,

Jeffrey Williams

Jeffrey Williams, Fire Marshal
Orion Township Fire Department

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC: Approval of Special Event – Lake Orion Live Gazebo Concert Series

BACKGROUND BRIEF:

The Lake Orion Live Gazebo Concert Series, submitted by Janet Bloom, on behalf of the Lake Orion Downtown Development Authority, is scheduled to take place on Wednesdays in July and August from 6:30 PM to 8:00 PM. Setup will begin at 5:00 PM, with teardown concluding at 8:00 PM. In the case of rain, the event will be moved inside at 20 Front Street.

The annual event features live music and is expected to draw approximately 200 attendees each Wednesday evening.

RECOMMENDED MOTION:

To adopt Resolution No. 2026-016, approving the LOLive! Summer Concert Series Special Event Application and the License Agreement between the Village of Lake Orion and Janet Bloom of the Lake Orion Downtown Development Authority for the use of the Children's Park and Gazebo on Wednesdays during July and August from 6:30 PM to 8:00 PM, and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.

Village of Lake Orion
EST 1859

VILLAGE OF LAKE ORION
COUNTY OF OAKLAND
STATE OF MICHIGAN

RESOLUTION NO. 2026-016

A RESOLUTION APPROVING THE EVENTS PERMIT APPLICATION FOR LAKE ORION LIVE GAZEBO CONCERT SERIES 2025 AND TO APPROVE THE LICENSE AGREEMENT

VOTING YEA:
VOTING NAY:
ABSENT:
MOTION:

RESOLVED: To approve the Special Event Permit Application submitted by Janet Bloom on behalf of Lake Orion Downtown Development Authority, for the 2026 LOLive! Summer Concert Series scheduled to take place on Wednesdays in July and August from 6:30 PM to 8:00 PM, as outlined in the application, which is attached. In the case of rain, the event will be moved inside at 20 Front Street.

FURTHER RESOLVED: To approve the License Agreement between the Village of Lake Orion and Lake Orion Downtown Development Authority, Janet Bloom - and to authorize the Village President and Village Clerk to execute the Agreement on behalf of the Village.

FURTHER RESOLVED: To approve the Right-of-Way Permit Application, as submitted.

FURTHER RESOLVED: To approve the Sign Permit Application, as submitted.

FURTHER RESOLVED: To approve the Gazebo Rental License Agreement, as submitted.

FURTHER RESOLVED: This approval is conditioned on the following:

Administrative Requirements

1. The cellular telephone numbers of event staff and on-scene managers must be provided to the Police Department within twenty-four (24) hours of the event.

DPW Requirements

1. The use of Village orange cones will be based on availability.
2. DPW will not supply extension cords or cord covers.

3. As always, Village properties will be properly maintained before the event begins and after the event ends.

Fire Department Requirements

1. There shall be no parking in the Fire Station Parking Lot or along Anderson Street.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MAY 26, 2026.

Sonja Stout, MiCPT
Village of Lake Orion Clerk/Treasurer

CERTIFICATION

I, Sonja Stout, duly appointed Clerk/Treasurer of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of ResolutionNo. 2026-016 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 26th day of May 2026.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this 26th day of May 2026.

Sonja Stout, MiCPT
Village of Lake Orion Clerk/Treasurer

DATED: May 27, 2026

Village of Lake Orion

Printed: 5/1/2026

Special Event
7WH-1P2

Balance
$0.00

Applicant	Application #	Submitted	Issued	Starts	Expires	Identifier
Janet Bloom	**7WH-1P2**	**Apr 9, 2026**	--	--	--	--

Applicant Information

APPLICANT
Janet Bloom

bloom@downtownlakeorion.org

(248) 693-9742

118 N Broadway St, Lake Orion, MI 48362

Same as mailing address

Agent

N/A

Internal

Conditions

The Fire Department approves this event. No parking in the Fire Station Parking lot or along Anderson St.

Issued By:

N/A

Internal Notes - Employee Communication

The DDA's insurance is under the umbrella of the Village's. The Village is waiting for renewal documents from MML. Once issued, we'll attach it to this special event application. -LBlough on 4/22/2026.

This event does not require dedicated police resources. If police support becomes necessary, contact Chief Mark Amundson at amundsonm@lakeorionpolice.org to schedule a pre-planning meeting. LOPD will have officers monitor the event and stop by as time alots.

Approved Event:

N/A

General Information

Event Location

165 S BROADWAY ST
LAKE ORION, MI 48362

Event Locations

Entertainment will be in Children's Park at the gazebo. Audience will occupy the green space within Children's Park. Rain location is at 20 Front Street.

Zoning District

DC - Downtown Center

Event Name

LOLive! Summer Concert Series

Event Details

LOLive! Summer Concert Series begins with a local musician/group from 6:30 pm - 7 pm, then the main act comes on immediately after.
There is a VIP seating section provided with chairs from the DDA for Illuminators, sponsors, and VIPs. It is placed at front of seating area by gazebo.
There will be a space for a DDA information booth and spaces will be reserved for sponsor booths. These will be located by the pedestrian bridge.

Date / Hours of Event

July 8, 15, 22, 29 and Aug. 5, 12, 19, 26

Date / Hours of Set-up and Tear Down

Each date: 5:30-6:30 pm set up; 8-9pm teardown

Event Map

Special Events app map - LOLive 202...

Street Closures and / or Parking Lot closures necessary?

No

If yes, how many days?

N/A

If yes, describe

N/A

Green's Park Reservation?

No

Green's Park Reservation Date/Hours

N/A

Green's Park Reservation Duration (Days)

N/A

Gazebo Rental?

Yes

Gazebo Rental Type

Residents

Gazebo Rental Date/Time

July 8, 15, 22, 29 and Aug. 5, 12, 19, 26

Gazebo Hour

Coordinating Event Details

We need to be sure power is on, sprinklers off, and pedestrian bridge accessible since it is the only ADA entrance into park.

Coordinating with Another Event?

No

If yes, Event Name

N/A

Event Details

Type of Event

DDA

Status

Not-for-Profit

If Non-Profit, provide proof of non-profit status such as IRS Determination Letter 501(c)(3), IRS Form 990, or Articles of Incorporation

Is this event expected to occur next year?

Yes

If Yes, provide next year's specific dates

July 7, 14, 21, 18 and August 4, 11, 18, 25, for 2027

If this event a Fund raiser?

Yes

If YES, indicate beneficiary information

Lake Orion DDA to support projects and programs.

Is this the first time the event is being held in Village of Lake Orion?

No

Describe above selection

This is an annual event to bring residents and regional folks to Downtown Lake Orion for top-notch touring talent and local acts to open for the headliners. We are working with restaurants and shops to cross-promote and engage more registers ringing at each event.

Was this event previously held outside the Village of Lake Orion?

No

Describe above selection

It has always been held in Downtown Lake Orion.

Event Details (continued)

Total estimated attendance each day

150-200

What parking arrangements will be necessary to accommodate attendance?

Many attendees walk to this event and addtional parking will be allowed at The Lumber Yard at Paint Creek lot for overflow.

Parking Plan

LOLive! 2026 parking plan.docx

How will trash be handled?

Currently, trash cans onsite are adequate for crowd size. If that changes, the DDA will bring in cardboard trash containers and leave bagged trash by trash cans or dump in dumpster we have access to.

Is amplification of music or speakers planned or anticipated?

Yes

If yes, describe

20 Front Street is the sound engineer for these concerts. They have been part of the concert series and will keep the sound to an appropriate level for the music series.

Will tents be used?

Yes

If yes, indicate number of tents, use of each, location and size

Tent use will be available for the DDA and sponsor booth(s). Up to this point, we have not needed to erect a tent but did have a table and chair set up for the DDA. The same option will be available for the sponsor(s). Booth sizes are 10ftx10ft. Location would be by the pedestrian bridge as indicated on map.

Portable restrooms

Yes

If yes, number of portable restrooms and location

The public restroom will be open but we add in one handicap accessible portajohn by the picnic table between the horseshoe location and the pedestrian bridge.

Food / Alcohol / Merchandise

Will alcoholic beverages be served?

No

If yes, describe

N/A

Is liquor license issued by the State of Michigan?

If yes, whose name is the license issued to

No

N/A

Copy of License

Will food and beverages be sold?

No

If yes, describe

N/A

Will merchandise be sold?

No

If yes, describe

N/A

Request Use of Village Equipment ONLY

Use of Equipment Start (Day / Time)

July 8, 15, 22, 19 and Aug. 5, 12, 19, 26 (5:30 pm)

Use of Equipment End (Day / Time)

July 8, 15, 22, 19 and Aug. 5, 12, 19, 26 (8 pm)

Barricades/Traffic Cones

No

If yes, describe

N/A

Temporary Closure Signage

N/A

Trash Cans

Yes

Electrical Connections

Yes

If yes, describe

Electrical: Just make sure power is up and on at the gazebo.
Trash: Currently crowd size doesn't warrant additional containers. We will monitor during the season. If we need more, DDA will bring in cardboard trash boxes and put bagged trash by current receptacles or put in accessible dumpster.

Water

No

If yes, describe

N/A

Emergency Fire Equipment, such as ambulance

No

If yes, describe

N/A

Use of Police Services

Yes

If yes, describe

It has been standard practice since last year to have an officer walk through just to monitor. There have been no issues that we are aware of from this event.

Other Village Services

No

If yes, describe

N/A

Municipal Equipment

Event Signs

Will this event include the use of signs?

Yes

Location(s) of Sign

One banner by Autozone on M-24. One banner at The Lumber Yard at Paint Creek. A-frames by Children's Park pedestrian bridge, one at Flint and Broadway by Ed's, and one by bridge by Wine Social. Yard signs may be used to advertise LOLive! and yard signs are deployed at entrances to Children's Park if we have a rain date and move inside to 20 Front Street.

Sign Dimensions

banners: 9 ft wide x 3 ft tall
a-frames: 2 ft wide x 3 ft tall
yardsigns: 24" wide by 18" tall
Sign Sketch plan has 2025 information, these will be updated when we receive final schedule. Yard signs announcing concert were not used last year but will be same size with logo and Wednesday Nights, and time/location.

Sign Sketch Plan

LOLive! 2025 banner (54 x 18 in).pdf

LOLive! 2025 flyer announcement v2...

LOLive! Moved yardsigns (24 x 18 in)....

Location Map

LOLive!2026 sign plan.docx

Temporary Display Start

Jun 22, 2026

Temporary Display End

Aug 27, 2026

Quantity of Temporary Signs

11

OLD_Quantity of Temporary Signs

N/A

Certifications and Signatures

Signature of Sponsoring Organization's Agent

hold harmless LOLive 2026 and emer...

Certificate of Insurance naming the Village of Lake Orion as Certificate Holder and Additional Insured

Memo - insurance for portal.doc

Hold Harmless Agreement

Hold Harmless Agreement

hold harmless LOLive 2026 and emer...

Fees

Application Fee	$25.00
Special Event - Right Of Way	$75.00
Application Sign Fee	$25.00
Sign Fee	$825.00
Gazebo Rental Fee	$280.00
Electricity Use	$50.00
Admin Waive Fee	-$1,230.00
Admin Waive Fee	-$50.00
TOTAL	**$0.00**
PAID	**$0.00**
BALANCE DUE	**$0.00**

Communication

2026 LOLive! Summer Concert Series presented by the Lake Orion DDA.
July 8, 15, 22, 29 and August 5, 12, 19, 26
6:30 pm – 8 pm

Notes: currently, the trash cans onsite are adequate for event. VIP section will have DDA provided chairs set up. There will be a DDA booth and an area for booths for those sponsors who would like to be onsite. Parking for load in/load out currently hasn't been an issue.



Village of Lake Orion
EST 1859

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

HOLD HARMLESS AGREEMENT

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

LOLive! Summer Concert Series — July 8, 15, 22, 29 / Aug. 5, 12, 19, 26 (2026)
Activity/Event — Dates and Time

Children's Park / Gazebo
General Description of Location

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

Janet L. Bloom
Applicant/Property Owner/Contractor Signature**

Janet L. Bloom
Applicant/Property Owner/Contractor Printed Name

4/9/26
Date

Witness One Signature ***

Witness One Printed Name

Witness Two Signature ***

ERICK PHILLIPS
Witness Two Printed Name

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

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

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

Lake Orion DDA
118 N. Broadway St.
Lake Orion, MI 48362
www.downtownlakeorion.org

MEMORANDUM

DATE: April 9, 2026
FROM: Janet Bloom, Assistant Director
TO: Lynsey Blough, Deputy City Clerk
SUBJECT: Insurance for DDA events

The Lake Orion Downtown Development Authority is readying to bring residents and the greater community to Downtown Lake Orion for events in 2026.

The Special Events Form requests that a Certificate of Insurance naming the Village of Lake Orion as Certificate Holder and Additional Insured be provided and requires a submission via the online portal.

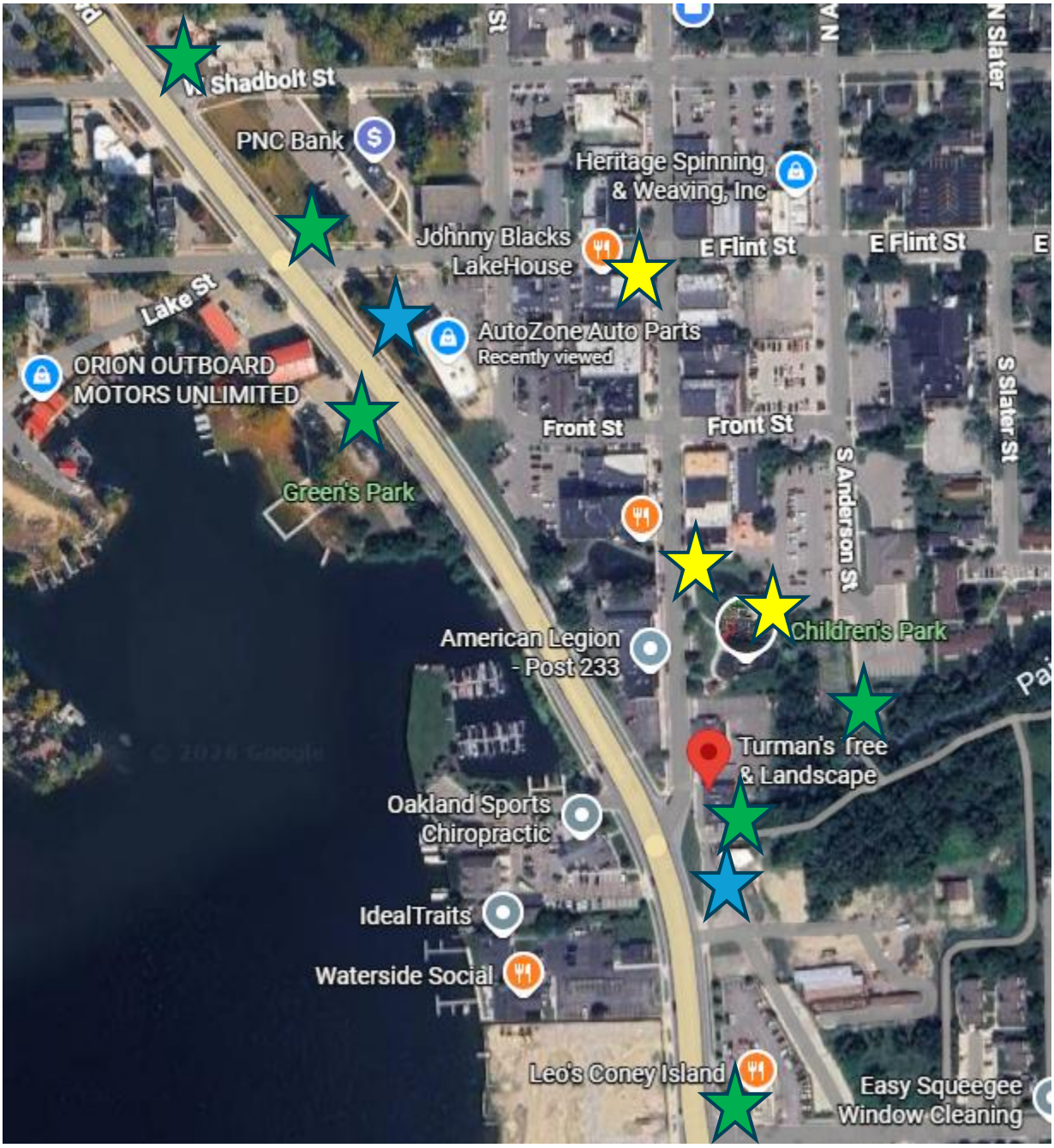
The Lake Orion DDA is under the umbrella of the Village of Lake Orion for insurance.

Please consider this memo as notice to that information and as a placeholder for the online event portal.

Please feel free to contact me if you have any questions.

2026 LOLive! Summer Concert Series
Sign Plan

★ - Banners; ★ - A-frames; ★ - Yardsigns



Lake Orion LIVE!

Wednesdays
July 9 – Aug. 27
6:30 – 8 pm
Children's Park

Hosted by:

DDA LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

Sponsored by:

Tumble to new heights! LipSpot GYMNASTICS & CHEER

FRONT STREET 20 LOCAL GOODS NATIONAL TALENT Live Music & Good Vibes

www.DowntownLakeOrion.org

Lake Orion LIVE!

Wednesdays 6:30-8pm Children's Park



Patty PerShayla
July 9
wsg/ Brett Lucas



The Rebel Eves
July 16
wsg/Jason Waggoner



Low Gap
August 6
wsg/ Rebecca Cameron



Tae and the Neighborly
July 23
wsg/ Tom Butwin



Buffalo Rose
July 30
wsg/ Ella Rose Goetz



Goldpine
August 27
wsg/ Izzy Joy



Sarah Darling
August 13
wsg/ Trey Simon



Brother Maven
August 20
wsg/ Jessey Adams

DOWNTOWNLAKEORION.ORG

Lake Orion LIVE!

TONIGHT'S CONCERT MOVED TO 20 FRONT STREET!

Doors open at 6 pm. Seating is limited. Food and Beverages are allowed.

2026 LOLive! Summer Concert Series
Parking Plan:
Overflow parking will be at The Lumber Yard at Paint Creek (215 S. Broadway).



Village of Lake Orion
EST 1859

Gazebo Information in Children's Park

Size	Twenty-five (25") feet in diameter
Capacity	50 people on the gazebo Up to 2000 on the surrounding ground north of the sidewalk Seating arrangements are not provided by the Village Bleachers and scaffolding are prohibited
Park Hours	Sunrise to sunset
Parking	On South Broadway and in the parking lot adjacent to the park
Electricity	Onsite
Restrooms	Two (2) blocks north of Village Hall during normal business hours
Playscapes	Onsite – One for 2-5-year-olds and one for 5-12-year-olds Swing set for toddlers and youngsters
Other	Natural setting next to Paint Creek with peaceful sound of flowing water
Smoking & Open flames	Not allowed
Alcohol	Not allowed
Rental Rate	Residents (hourly rate as set forth in the municipal fee schedule) Non-residents (hourly rate as set forth in the municipal fee schedule) Other (hourly rate as set forth in the municipal fee schedule) The two (2) hour minimum rental payment plus the security deposit must be paid to make a reservation.
Set-up	Anyone renting the gazebo will be allowed one (1) hour before the requested time for rest-up without charge. When setting up and/or decorating, no nails, push pins or anything that could cause damage to the gazebo may be used at any time. Decorations may not be tied or attached to trees or any other structures in the park.
Clean-up	The gazebo and park are to left clean and free of any debris, decorations, food particles or other materials. All such refuse shall be placed in the containers provided in the park. Clean-up is to be completed within one half (1/2) hour after the end of the event.
Refundable Security Deposit	As set forth in the municipal fee schedule. Will be used if Village clean-up is necessary at the hourly rate set forth in the municipal fee schedule and in minimum increments of ½ hour.

Village of Lake Orion
EST 1859

Gazebo Rental / License Agreement

Applicant Name: Janet Bloom

Organization Name: Lake Orion Downtown Development Authority

Street Address: 118 N. Broadway St.

City: Lake Orion State: MI Zip: 48362

Phone Number (day): 248-693-9742 (evening): 248-320-7599

Requested Date & Day of Week: July 8, 15, 22, 29 and Aug. 5, 12, 19, 26 Approved Date and Day: _____

Requested Hours: 5:30pm - 8:30pm (event is 6:30pm-8pm) Approved Hours: _____

Purpose/Event: LOLive! Summer Concert Series

Number of Attendees: 150-200

The applicant agrees to pay a rental fee of $_____ and a security deposit of $_____ at the time of reservation to secure & confirm the date and hours requested. Any damage or incomplete clean-up will be charged to the security deposit and the applicant/organization renting the gazebo at the rate of $_____ per man hour in minimum increments of ½ hour. The area will be inspected by the Village of Lake Orion before and at the end of the rental period. Applicant agrees that all attendees will obey all the rules and regulations.

Section 1 Introduction

A. The Village of Lake Orion has established the following policies, rules, regulations, and procedures to ensure the safe and efficient use and equitable availability of the gazebo.

B. The primary concern is to see that the gazebo is maintained for, used by, and available for Village residents.

C. Definitions:

1. Resident – a resident of the Village of Lake Orion or the owner of a tax paying business in the Village or an authorized representative of a non-profit organization located in the Village.

2. Township resident – a resident of the Charter Township or Orion or the owner of tax-paying business in the Township or an authorized representative of a non-profit organization located in the Township.

3. Other – any other person.

D. The scheduling is structured so that the gazebo is not unfairly impacted by overuse and that Children's Park is always kept open for use by the public.

E. The Village reserves the right to modify these policies, rules, regulations, and procedures as may be required for the protection of the gazebo and Children's Park and users of those facilities.

F. Although reserved use of the gazebo is permitted by this Agreement, the Village of Lake Orion shall allow any unreserved portion of Children's Park to be available for open, public recreation activity on a first come/first serve basis to the public.

G. The American Disabilities Act prohibits discrimination on the basis of disability, anyone or any group renting the gazebo agrees to abide by the provisions of that Act.

Section 2 Priority of Users

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

Section 3 Gazebo Reservations

A. Reservations must be made for a minimum of two (2) weeks in advance of the date of the event. Reservations will not be accepted if the application is filed less than two weeks beforehand.

B. Rental requests/reservations will be accepted beginning November first for events in the following calendar year.

C. Each request will be judged on its own merits.

D. Full payment of the renal fee is due at the time the Agreement form is submitted. The form will not be accepted without full payment. There are no exceptions.

E. Cancellation of the gazebo use permit by the applicant in writing thirty (30) days or more prior to the event will result in a refund of the fee minus a $10 processing fee for Village residents and a $25 fee for all others.

F. If the approved gazebo rental is cancelled by the applicant in writing less than thirty (30) days but more than fourteen (14) days prior to the event, and if the gazebo is rented by someone else for the cancelled date and time, the individual or group canceling the reservation shall receive a refund subject to the processing fee state in provision E above.

G. If the approved gazebo rental is cancelled fourteen or fewer days before the event, there shall be no refund.

H. If in judgement of the Village, an event is cancelled due to weather conditions which make an event/activity impossible or due to an Act of God beyond the control of the applicant, then either
a) a credit of the fee will be given and the event rescheduled at a mutually agreeable date or
b) the applicant may apply in writing to the Village for a refund.

Section 4 Fees and Charges

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

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

Village of Lake Orion
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Section 5 Sales of Goods and/or Services

A. The Village of Lake Orion reserves to itself the complete and exclusive right to regulate the sale of all goods and/or services sold or conducted on Village property including but not limited to souvenirs, programs, wearing apparel, records, tapes, CDs, and similar items.

B. All food concessions must be approved in advance by the Lake Orion Village Council and the Oakland County Health Department. However, cooking of any type shall not be permitted in the gazebo.

C. The sale of any goods and/or services without the express written consent of the Lake Orion Village Council is prohibited.

Section 6 Prohibited Activities

A. The sale, use, and/or possession of any State licensed substance including but not limited to alcoholic beverages, beer, wine, wine coolers, other spirits in any Village park is prohibited.

B. The sale, use, and/or possession of any uncontrolled substance including but not limited to any illegal drug as determined by Federal, State, or Oakland County law is strictly prohibited.

C. Smoking of tobacco products is prohibited.

D. Glass containers of any type are prohibited.

E. Pets are prohibited in Children's Park and on the gazebo.

F. Feeding and/or chasing the ducks is prohibited.

G. Activities that violate any Village Ordinance or other law are prohibited.

H. Open flames, including the burning of candles, are prohibited.

I. Decorations shall not be attached to the gazebo with the nails, screws, push pins or other fastening materials that do or may change the condition or appearance of the gazebo in any way. Decorations shall not be tied or attached to any trees, vegetation or structures in the park.

Section 7 Facility Use Regulations

A. Except for the temporary seating, if any, that is shown on the attached plan, this Agreement only covers the gazebo and is only for the hours requested and approved. The remainder of Children's Park and the equipment in it are and will remain open for use by the public.

B. In the event a Village function conflicts with an applicant's or organization's reservation for use of the gazebo, the Village's event shall have priority. The applicant or organization will be allowed to re-schedule its event or receive a refund of the entire amount paid without penalty.

C. The Village shall have the right and discretion to cancel this Agreement and any permission granted to the applicant to use the gazebo or to refuse to rent the gazebo to the applicant in the future if the applicant or organization fails to abide by the terms of this Agreement.

Village of Lake Orion
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D. The applicant shall leave the gazebo clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the park.

E. Children 12 years old and younger shall be always supervised by an adult, and the children are not permitted to chase or feed the ducks at any time.

Section 8 Indemnification, Damage Responsibility and Liability Insurance

A. For and in consideration of the grant by the Village of Lake Orion for the use of the gazebo in Children's Park as requested, the applicant hereby agrees to fully hold harmless, defend and indemnify the Village of Lake Orion and all of its officers, officials, and employees with respect to all claims, losses, damages, causes of action, judgements, costs, and expenses including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable, or justifiable, which may be asserted, brought, or rendered against, incurred or suffered by, and/or imposed upon the Village of Lake Orion, and/or its officers, officials, and employees by reason of or arising out of the grant or exercise of the rights granted by the Village of Lake Orion to applicant.

B. Applicant shall be responsible for any costs and expenses incurred by the Village in repairing or replacing any parts of the gazebo or other Village property in the park that is damaged during and because of the event.

C. A Certificate of Insurance naming the Village of Lake Orion as an *"Additional Insured"* and *"Certificate Holder"* and indicating comprehensive general liability coverage of not less than $1,000,000.00 is required from any organization seeking to rent the gazebo. Such certificate shall be received by the Village of Lake Orion prior to this Agreement being signed by the Village.

D. An applicant seeking to rent the gazebo shall provide to the Village a copy of his/her homeowners insurance policy with a minimum of $100,000.00 liability coverage and with an expiration date subsequent to the date for which use of the gazebo is being sought.

Section 9 Amendments

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

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

Witnesses:

Witness One Signature

Witness One Printed Name

Witness Two Signature

Sonja Stout

Witness Two Printed Name

Signed

Janet L. Bloom

Applicant Signature

Janet L. Bloom

Applicant Name

Lake Orion DDA

Organization Name & Title

Village of Lake Orion
EST 1859

Gazebo Rental Application
For Village Use Only

- ☐ Reservation Fee (two hour minimum)
- ☐ Refundable Security Deposit
- ☐ Refundable Security Deposit Refund Date _____
- ☐ Amount Paid $ _____
- ☐ Receipt # _____
- ☐ Certificate of Insurance naming the Village as Additional Insured and Certificate Holder
- ☐ Date Reviewed by Village Manager or Designee _____
- ☐ Date Approved _____ or ☐ Date Denied _____
- ☐ Signature of Manager or Designee _____
- ☐ Designee Name _____

Date Copy of this Approval or Denial (circle one) Forwarded to:

Applicant _____

Police Chief _____

DPW _____

Lynsey Blough

From: Janet Bloom
Sent: Wednesday, April 22, 2026 4:51 PM
To: Lynsey Blough
Subject: Application #7WH1P2

Application #7WH1P2

Emergency Contact Matt Gibb cell 248-464-0307
Thanks!

Janet Bloom
Assistant Director
Lake Orion Downtown Development Authority
118 N. Broadway
Lake Orion, MI 48362
248-693-9742
cell 248-320-7599
www.downtownlakeorion.org
@LakeOrionDDA

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 11, 2026

TOPIC: Planning Commission Re-appointments

BACKGROUND BRIEF:

James Zsenyuk, Larry Dunn, and Matt Craig, Planning Commissioners whose terms expired on April 30, 2026, have each expressed a desire to continue serving on the Planning Commission for an additional term.

The Planning Commission consists of nine members, six of whom are appointed by the Village President, subject to majority approval by the Village Council. President Rutt is requesting the reappointment of James Zsenyuk, Larry Dunn, and Matt Craig to three-year terms expiring on April 30, 2029, and seeks Council approval of these appointments.

RECOMMENDED MOTION:

To re-appoint James Zsenyuk to a three-year term on the Planning Commission (PC), term set to expire on April 30, 2029 subject to approval of Village Council.

To re-appoint Larry Dunn to a three-year term on the Planning Commission (PC), term set to expire on April 30, 2029 subject to approval of Village Council.

To re-appoint Matt Craig to a three-year term on the Planning Commission (PC), term set to expire on April 30, 2029 subject to approval of Village Council.

Village of Lake Orion
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COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC O.C.C.C.C.C. Appointments -Jim Zsenyuk and Tom Watson

BACKGROUND BRIEF: The term of Mr. Jim Zsenyuk, serving as the Village Representative on the Orion Community Cable Communications Commission (OCCCC), will expire on June 30, 2026. Mr. Zsenyuk has expressed his interest in continuing to serve on the Commission. OCCCC appointments are for two-year terms; if reappointed, Mr. Zsenyuk's new term would expire on June 30, 2028.

The term of Mr. Tom Watson, serving as a Joint Appointment member on the Orion Community Cable Communications Commission (OCCCC), will expire on July 1, 2026. Mr. Watson has also indicated his desire to continue serving on the Commission.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT:

RECOMMENDED MOTION: To reappoint Jim Zsenyuk as a Village Resident Representative to the Orion Community Cable Communications Commission (OCCCC) for a 2-year term to expire on June 30, 2028.

To reappoint Tom Watson as a Joint Appointment member to the Orion Community Cable Communications Commission (OCCCC) for a two-year term expiring July 1, 2028.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Designation of Acting Village Manager

BACKGROUND BRIEF:
Council is scheduled to consider designating Public Works Director Wes Sanchez as Acting Village Manager for June 2, 2026, and June 9, 2026, during the Village Manager's temporary incapacity due to surgery on those two days and to approve temporary compensation at the Village Manager's rate of pay while serving as Acting Village Manager. The Village Manager rotates such designation as needed between Village department directors to provide each with valuable knowledge and experience in the role to assist with their professional development.

Section 3.7 of the Village Charter states, in part, "...The Village Manager may, with the approval of the Council, designate an administrative officer or employee of the village to perform the duties of the Village Manager during his temporary absence or incapacity..."

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The cost for 16 hours of upgrade pay for the Director of Public Works will be $148.82, including payroll taxes.

RECOMMENDED MOTION:

To designate Public Works Director Wes Sanchez as Acting Village Manager for June 2, 2026, and June 9, 2026, from 12:01 AM to 11:59 PM on each day due to the Village Manager's scheduled surgeries and to approve an increase in hourly compensation for Director Sanchez of $8.64 for those two days.

Village of Lake Orion
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COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Approval of Village Council Regular Meeting minutes May 11, 2026

RECOMMENDED MOTION: To approve the Village Council Regular Meeting minutes May 11, 2026 as presented.

MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, May 11, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The May 11, 2026 Village Council Regular Meeting was called to order by President Rutt at 6:30 PM.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT
President Teresa Rutt
President Pro Tem Stan Ford
Council Member Nancy Moshier (arrived at 6:31 PM)
Council Member Michael Lamb (arrived at 6:31 PM)
Council Member George Dandalides
Council Member Alex Comparoni Jr
Council Member Eric Papacek

STAFF PRESENT
Village Manager Darwin McClary
Police Chief Mark Amundson
Clerk/Treasurer Sonja Stout
DPW Director Wes Sanchez

4. Presentations

A. Recognition of Lake Orion Bike and Adventure for Donation of Police E-Bikes

Lake Orion Bike Adventure was thanked by Police Chief Amundson for their support of the Police Department and for their donation of e-bikes. Chief Amundson noted the donation will assist with future special events and help fulfill a capital improvement need for the department

5. Call to the Public

Steve Samet supported the Village of Lake Orion Police Department but questioned why the police special assessment policy was being reconsidered after failing to pass at the previous meeting.

Harry Stephens stated he could not locate the proposed budget on the Village website and expressed opposition to the police special assessment.

A resident of 511 Bellevue thanked all first responders during the water emergency and expressed appreciation to the Police Chief.

Francesco Komendera thanked Village personnel for their efforts during the water emergency and spoke about infrastructure growth, increased demand, and the need to replace aging infrastructure.

A resident inquired about infrastructure concerns related to increasing demand and asked about the possibility of connecting to the Oxford Water System.

Donald Connery commented on the police special assessment and the ad hoc committee, stating the police budget is already funded within the current budget and that Council should complete the budget process before proceeding with the committee.

Donald Kindred spoke regarding the Village's current infrastructure concerns.

Ryan Allen addressed residents, thanked them for their resilience during the water emergency, and stated that Administration had been a significant help during the situation.

6. Approval of Agenda

MOTION made by President Rutt, Seconded by Pro Tem Fordto approve the agenda for the May 11, 2026, Village Council Regular Meeting with the following changes:

- Move item E. *Lot Combination- 48 and 52 Highland Avenue* to Item A.
- Add item B. *Resolution Extending the Village of Lake Orion Local State of Emergency Declaration* related to the GLWA Water Main Incident.
- Add item H. *Village Manager Performance Evaluation process*
- Add item I. *Village Council goals and objectives status check in*

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 Pro Tem Ford to approve the May 11, 2026 Village Council Regular Meeting Consent Agenda with the removal of items:

- Removal of Item F. *Receive and Fil March and April 2026 Planning and Zoning Monthly Report by McKenna.*

  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 April 22, 2026

MOTION made by President Rutt, Seconded by President Pro Tem Ford to approve the Village Council Special Meeting minutes April 22, 2026 as presented.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

B. Approval of Village Council Special Meeting Minutes of April 23, 2026
MOTION made by President Rutt, Seconded by President Pro Tem Ford to approve the Village Council Special Meeting minutes April 23, 2026 as presented.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

C. Approval of Village Council Regular Meeting minutes April 27, 2026
MOTION made by President Rutt, Seconded by President Pro Tem Ford to approve the Village Council Regular Meeting minutes April 27, 2026 as presented.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

D. Receive and File of Correspondence from James Barry dated April 22, 2026, regarding the FY 25-26 forecast and FY 26-27 projected budgets
MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file the correspondence received from James Barry dated April 22, 2026, regarding the FY 25-26 forecast and FY 26-27 projected budgets.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

E. Receive and File of Planning Commission Regular Meeting Minutes of April 6, 2026

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file the Planning Commission Regular Meeting Minutes of April 6, 2026, as presented.

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

F. Receive and File March and April 2026 Planning and Zoning Monthly Report by McKenna

Removed for further discussion.

G. Receive and File Village of Lake Orion Sewage Disposal System Financial Report for Quarter 1 Fiscal Year 2026 (October 1, 2025 to December 31, 2025)

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and File Village of Lake Orion Sewage Disposal System Financial Report for Quarter 1 Fiscal Year 2026 (October 1, 2025 to December 31, 2025)

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

H. Certification of Delinquent Utility Accounts to the 2026 Tax Roll

MOTION made by President Rutt, Seconded by President Pro Tem Ford to certify the list of delinquent utility accounts past due and authorize the Treasurer to place them on the July 1, 2026 tax bill if they are not paid prior to committing the tax roll.

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

I. Receive and file Invoice Distribution Report for May 12, 2026

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file the Invoice Distribution Report in the amount of $160,015.86 of which $19,206.97 are DDA bills for a net total of $140,808.89.

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

J. Receive and File Financial Statements- April 2026

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file the financial reports for April 2026.

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

VOTING NAY: None
ABSENT: None
MOTION: Carried

K. Receive and File Amendment to Village of Lake Orion 2002-2022 Master Plan -2025 Strategic Action Plan Amendments

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file the Village of Lake Orion 2002–2022 Master Plan – 2025 Strategic Action Plan amendments adopted by the Planning Commission at its May 4, 2026 regular meeting

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

8. Items Removed from the Consent Agenda

F. Receive and File March and April 2026 Planning and Zoning Monthly Report by McKenna

Council Member Dandalides inquired about Village-owned properties. Village Manager McClary stated he expected to receive a report during the week and that it would be available at the next Council meeting.

MOTION made by President Rutt, Seconded by President Pro Tem Ford to receive and file March and April 2026 Planning and Zoning Monthly Report by McKenna, as presented.

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

9. Public Hearings

A. FY 2026-27 Budget and Millage Rates

MOTION made by President Rutt, Seconded by President Pro Tem Ford to open the public hearing on the proposed FY 2026-27 Budget and millage rates.

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

The Public Hearing opened at 7:02 PM.

A resident spoke about school bonds and concerns related to tax allocation.

Steve Samet discussed taxpayer control, questioned why the police special assessment had returned to the agenda, and stated he did not support the special assessment.

Donald Connery spoke about special assessments, stating they reduce public input. He further stated that while the assessment may save money this year, future costs could differ, and he did not support the special assessment.

Justin Yurgens expressed opposition to the special assessment.

Harry Stephens stated he could not locate the budget on the Village website and commented that Council had not made financial adjustments other than the motor pool. He encouraged Council to further review and challenge the budget and expressed opposition to the special assessment.

A resident of 191 Park Island questioned why the special assessment was being considered while discussions regarding Village and Township consolidation were ongoing and expressed opposition to the special assessment.

Todd Spina suggested Council wait for feedback from the ad hoc committee before considering the special assessment.

Jim Barry stated he opposed the special assessment and expressed concern about financial figures being overlooked. He also stated that while the budget had been reviewed, no significant changes were made to address current infrastructure concerns.

Matt Gibb expressed concern regarding the timing of the special assessment in relation to the budget adoption process.

MOTION made by President Rutt, Seconded by President Pro Tem Ford to close the public hearing on the proposed FY 2026-27 Budget millage rates.

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

The Public Hearing closed at 7:19 PM.

10. Other Items

A. Lot Combination- 48 and 52 Highland Avenue

MOTION made by Council Member Lamb, Seconded by President Rutt to adopt Resolution No. 2026-018, approving the request submitted by Edward Sabol, on behalf of the property owner, John Gehrke, to combine the parcels located at 48 Highland Avenue (Parcel No. 09-03- 484-012) and 52 Highland Avenue (Parcel No. 09-03-484-013).

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

B. Resolution extending the Village of Lake Orion Local State of Emergency Declaration related to the GLWA Water Main Incident

Police Chief Amundson provided an update on the current water emergency. He stated the state of Michigan declared a state of emergency, but it was only valid for 7 days with an expiration date of May 17, 2026. In order to extend the state of emergency, a resolution needs to be passed by council and the maximum amount of days is 60 days.

MOTION made by President Rutt, Seconded by Council Member Dandalides to adopt the resolution extending the Village of Lake Orion Local State of Emergency declared on May 9, 2026, and reaffirmed on May 10, 2026, related to the GLWA water main incident, through July 9, 2026, unless terminated earlier by the Village Council.

Council Member Lamb thanked staff for keeping Council informed throughout the process and expressed appreciation to Chris Barnett for his leadership during the emergency. Council also thanked Administration and surrounding communities for their assistance and support.

Police Chief Amundson stated efforts were focused on assisting businesses and supporting the continuation of the Flower Fair.

A resident of 191 Park Island inquired about which businesses were permitted to remain open. Police Chief Amundson stated that, unless classified as essential, businesses would remain closed and directed residents to the Township website for clarification regarding essential operations.

Matt Pfeiffer commended staff and stated the cooperation between the Township and the Village had been positive. He also noted that community water conservation efforts had been successful.

Francesco Komendera spoke regarding public transparency and thanked the Lake Orion Police Department and Fire Department for their service during the emergency situation.

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

C. Adoption of FY 2026-27 Budget and Millage Rates

MOTION made by Council Member Lamb, Seconded by Council Member Papacek to suspend the Robert's Rules of Order to allow for discussion prior to taking action on the motion.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

Council Member Dandalides discussed the PowerPoint presentation he prepared for Council regarding the loss of infrastructure fund contributions from going to the special assessment option.

Council Member Papacek stated that reducing taxes would benefit residents and supported the reversible special assessment option as a needed change for the Village.

Council Member Lamb discussed millages, the Headlee Amendment, and police funding, noting that the General Fund covers only part of the police budget. He expressed support for reducing taxes through a special assessment.

President Rutt discussed voter approval requirements, concerns regarding future special assessment caps, and the use of infrastructure funds to offset costs associated with the water main project within the DDA district.

Council Member Dandalides stated he does not support the special assessment and believes the current 75/25 infrastructure plan is the preferred option. Council Member Lamb stated that rejecting the special assessment would maintain the status quo.

Council Member Moshier discussed infrastructure needs, expressed support for the Police Department, and supported the special assessment.

Police Chief Amundson commented on the police budget and stated that the special assessment would provide greater transparency and financial benefits.

MOTION made by Council Member Dandalides, Seconded by President Rutt to maintain the current millages and not to move forward with the proposed special assessment for fiscal yea 2026-2027.

A resident of Park Island inquired why the police millage does not fully fund the Police Department. Village Manager McClary explained that the special assessment would fully fund the Police Department and discussed the public voting process and annual public hearings associated with the special assessment.

Steve Samet stated that he supports the Police Department but does not support the special assessment.

Harry Stephens spoke against the special assessment.

Joann Patterson commented on changes within the Village over the years.

Matt Pfeiffer discussed DDA capture, maintaining Council control over the special assessment process, and fiscal responsibility related to special assessments.

A resident commented on roads located within the Township.

Donald Connery discussed the time constraints associated with adopting the special assessment close to budget adoption and suggested forming a committee in the future prior to budget adoption.

Donald Kindred commented on the Police Department.

Francesco Komendera compared the Police Department to growing infrastructure needs and expressed support for the Police Department.

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

MOTION made by President Rutt, Seconded by Pro Tem For to adopt the General Appropriations Act Resolution 2026-019 providing for the general appropriations of the Village for FY 2026-27; adopting the FY 2026-27 budget and operating tax levies pursuant to the Michigan Uniform Budgeting and Accounting Act and Village Charter; and authorizing certain transfers between budget activities.

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

D. Approval of DDA Proposed FY 2026-27 Budget

MOTION made by President Rutt, Seconded by President Pro Tem Ford To approve the Lake Orion Downtown Development Authority Proposed FY 2026-27 Budget with the Village Manager's recommended changes with police millage levies.

DDA Executive Director Gibb stated that the DDA budget should be adopted by the June meeting with the proposed changes.

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

E. Zoning Ordinance Text Amendments – Secs. 13.11 and 13.17 – Introduction and First Reading

MOTION made by President Rutt, Seconded by Council Member Lamb to introduce and give first reading to proposed Ordinance No. 26-109 amending the Village of Lake Orion Zoning Ordinance, Section 13.11, regarding accessory buildings, structures, and uses; to schedule the ordinance for second reading and consideration for adoption at Village Council's June 8, 2026, regular meeting; and to direct the Village Clerk to publish the required notices.

Council Member Comparoni Jr stated he wanted to ensure that the village still felt like a vacation and worries that changes take away that from residents. Harry Stephens addresed

challenges in the current ordinance and clerical errors. Donald Kindred spoke about the definition of vacant land.

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

MOTION made by President Rutt, Seconded by Pro Tem Ford to introduce and give first reading to proposed Ordinance No.26-110 amending the Village of Lake Orion Zoning Ordinance, Section 13.17, regarding parking and storage of of mobile homes, travel trailers, motor homes, watercraft, vessels, trucks, and other items; to schedule the ordinance for second reading and consideration for adoption at Village Council's June 8, 2026, regular meeting; and to direct the Village Clerk to publish the required public notices.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

F. Village/Township Committee-Citizen Appointments

MOTION made by Council Member Lamb, Seconded by Council Member Moshier to appoint Robert Reighard to serve on the Village/Township Consolidation Ad Hoc Committee for the purpose of investigating and reporting on potential Village/Township consolidation in support of Village Council Objective 1.3, with the committee to complete its work no later than June 30, 2026.

Council Member Lamb explained the Mr. Reighard was a business owner within the community, while Pro Tem Ford stated that the current resident has actively voiced his opinion on getting rid of the village. He wants to have some objective. Council Member Dandalides stated that the person they are looking for is objective and open minded.
VOTING YEA: Moshier, Lamb, Comparoni Jr, Papacek
VOTING NAY: Rutt, Ford, Dandalides
ABSENT: None
MOTION: Carried

MOTION made by Council Member Dandalides, Seconded by President Rutt to appoint Justin Yurgens to serve on the Village/Township Consolidation Ad Hoc Committee for the purpose of investigating and reporting on potential Village/Township consolidation in support of Village Council Objective 1.3, with the committee to complete its work no later than June 30, 2026.
VOTING YEA: Rutt, Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: None
MOTION: Carried

G. Schedule Special Closed Session Meeting – POAM and AFSCME Collective Bargaining Strategy

MOTION made by Council Member Dandalides, Seconded by President Rutt to schedule a special closed session meeting of the Village Council for Monday, June 8, 2026, at 5:30 PM, pursuant to Section 8(1)(c) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, for the purpose of collective bargaining strategy connected with the negotiation of the POAM and AFSCME collective bargaining agreements.

Council Member Dandalides stated he would like to have copies of the current agreements emailed at least one week prior to the closed session and would like to see the demands. The village manager stated he would try but it would have to comply with the closed session open meetings act.

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

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides to extend the May 11, 2026 Regular Village council meeting to 9:45 PM.

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

H. Village Manager Performance evaluation process

MOTION made by Council Member Dandalides, Seconded by President Rutt, to establish an Ad Hoc Village Manager Evaluation Process Committee comprising of three (3) Village Council members and the Village Manager to formulate and implement a process for completing the 2026 evaluation of the Village Manager's performance, with the work of the Committee to be completed by June 15, 2025.

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

Council Member Dandalides suggested the committee develop a process and evaluation tool for the Village Manager and then meet with the Village Manager McClary to reach an agreement.

Pro Tem Ford stated the Village Manager should be involved in the process immediately. Council Member Moshier agreed with Pro Tem Ford and expressed concern regarding the current timeline.

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

MOTION made by Council Member Dandalides, Seconded by Council Member Moshier to appoint Council Member Dandalides, Council Member Moshier, and President Rutt to serve on the Ad Hoc Village Manager Evaluation Process Committee.

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

I. Village Council goals and objectives status check in

Council Member Dandalides inquired about adding a Village Council goals and objectives status review to the June 8, 2026 meeting agenda, to which the Village Manager McClary responded that it was already scheduled for that meeting.

11. Call to the Public

Harry Stephens spoke about the road assessment and suggested that a road assessment petition be initiated.

13. DDA Executive Director Comments

DDA Executive Director Gibb stated that fees for the Lumberyard PUD had been submitted, but the DDA had not yet received feedback from the Engineers. He thanked Council for approving the DDA budget and thanked the Police Chief for his efforts during the water crisis.

14. Council Comments

Council Member Papacek thanked the community for rallying together during the water crisis.

Council Member Moshier thanked the public and Administration for keeping Council informed throughout the process.

Council Member Dandalides echoed previous comments and thanked Cookies & Cream for its donation during the water crisis.

President Ford commented on the press conference and expressed appreciation for Administration's responsiveness during the crisis. He also noted the success of Clean-Up Day.

Council Member Comparoni Jr. thanked everyone for their efforts during the crisis and stated that the situation served as a reminder that the Village is a vacation destination community.

MOTION made by President Rutt, Seconded by Council Member Lamb to extend the May 11, 2026 Regular Village Council meeting to 9:50 PM.
VOTING YEA: Rutt, Ford, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: Moshier
ABSENT: None
MOTION: Carried

Council Member Lamb thanked Administration and the community for coming together during the crisis and commented that Village revenue is not increasing.

President Rutt thanked everyone for their support throughout the water crisis.

15. Village Manager Comments

Village Manager McClary provided an update on ordinance codification and the extension of the constellation bay site plan approval. The rest can be found in his manager's report located online.

16. Closed Session Items

17. Business From Closed Session

18. Adjournment

Motion made by Council Member Comparoni Jr, Seconded by President Rutt to adjourn the May 11, 2026, Village Council Regular Meeting.

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

The May 11, 2026, Village Council Regular Meeting adjourned at 9:50 PM.

_____ _____

Teresa Rutt Sonja Stout, MiCPT

President Clerk/Treasurer

Date Approved: as presented on May 26, 2026

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 18, 2026

TOPIC: Receive and File Board of Zoning Regular Meeting minutes April 2, 2026

RECOMMENDED MOTION: To receive and file the April 2, 2026 Board of Zoning Regular Meeting Minutes, as presented.

MINUTES

REGULAR MEETING OF THE BOARD OF ZONING APPEALS

Thursday, April 2, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The Thursday, April 2, 2026 Regular Meeting of the Lake Orion Board of Zoning Appeals was called to order by Chairperson Mathisen at 6:30 p.m.

2. Roll Call and Determination of Quorum

PRESENT
Chairperson Brad Mathisen
Vice Chairperson Raymond Putz
Board Member Henry Lorant
Board Member Mary Chayka-Crawford

ABSENT
Secretary Brenton Bailo

STAFF PRESENT
Village Planning and Zoning Coordinator Sommer Nafal
Laura Mangan, McKenna
Recording Secretary Danielle Smith

3. Approval of Agenda

Board Member Lorant moved, Board Member Chayka-Crawford seconded, to approve the April 2, 2026 regular meeting agenda of the Board of Zoning Appeals, as presented.

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

4. First Hearing of the Public

None.

5. Approval of Minutes

A. Approval of BZA Minutes – December 4, 2025

Board Member Lorant moved, Board Member Chayka-Crawford seconded, to approve the December 4, 2025 regular meeting minutes of the Board of Zoning Appeals, as presented.

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

6. BZA Preface

Chairperson Mathisen reviewed the meeting procedures.

7. Public Hearing

A. Public Hearing: A-26-001 (356 Oak Lane) Dimensional Variance Request

Board Member Lorant moved, Board Member Chayka-Crawford seconded, to open the public hearing for case A-26-001 concerning the requested dimensional variance for an accessory mechanical unit located at 356 Oak Lane at 6:32 p.m.

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

Elyse Barry, applicant, 356 Oak Lane, Lake Orion, MI 48362, presented the request and was available to answer any questions of the Board.

Board Member Lorant moved, Board Member Mathisen seconded, to close the public hearing for case A-26-001 concerning the requested dimensional variance for an accessory mechanical unit located at 356 Oak Lane at 6:34 p.m.

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

8. Action Items

A. A-26-001 – 356 Oak Lane Dimensional Variance Request

The applicant is proposing to install a standby whole-house generator in the required street front yard. This lot has a street front yard and a lake front yard. As proposed, the installation of the generator in the required street front yard would make the use nonconforming. The location of the

proposed generator would require one (1) variance from the standards of the zoning ordinance. The applicant is requesting the following variances from the Zoning Ordinance:

ARTICLE 13, GENERAL PROVISIONS, SECTION 13.11.E - ACCESSORY MECHANICAL UNITS

Location:	Required:	Any yard other than the required front yard
	Proposed (ex):	Front yard (street)
	Variance:	**Front yard (street)**

Laura Mangan, McKenna, gave a synopsis of the request, reviewed the findings of fact and was available to answer any questions of the Board.

FINDINGS OF FACT

1. Strict compliance with restrictions governing area, setback, frontage, height, bulk, density or other non-use matters will unreasonably prevent the owner from using the property for a permitted purpose or will render ordinance conformity unnecessarily burdensome.
   - Strict compliance with side/rear yard placement is unnecessarily burdensome due to the lot having two front yards and no rear yard, a narrow width (40 ft), and required safety clearances.
   - Placement in a side yard is impractical and could conflict with electrical code requirements and the manufacturer's clearances.

2. The variance will provide substantial justice to the applicant as well as neighboring property owners.
   - Locating the generator in the proposed street front yard location increases separation from adjacent homes and reduces potential impacts compared to side yard placement.

3. The variance requested is the minimum variance needed to provide substantial relief to the applicant and/or be consistent with justice to other property owners.
   - The requested variance is the minimum necessary to allow reasonable use of the property for a permitted purpose (safe operation of a standby generator).

4. The need for a variance(s) is due to unique circumstances peculiar to the property and not generally applicable in the area or to other properties in the same zoning district.
   - The proposed location of the generator is effectively screened from the street and neighboring properties due to grade differences, a retaining wall and existing vegetation.

5. The problem and resulting need for the variance has been created by strict compliance with the zoning ordinance, and not by the applicant or applicant's predecessors; it is not self-created.
   - The hardship is not self-created; it results from ordinance constraints and site conditions rather than actions of the applicant.

6. Granting the variance will not impair the public health, safety, comfort or welfare of the inhabitants of Lake Orion.
    - Granting the variance will not negatively impact public health, safety or welfare and may reduce impacts on neighboring properties compared to a compliant location.

Board Member Mathisen stated that the survey provided in the packet does not match the survey that was submitted with the application. Ms. Barry clarified that one survey was for the street near her property while the other was a survey of her home.

MOTION
Board Member Mathisen moved, Board Member Lorant seconded, to approve the variance for 356 Oak Lane, Parcel #09-02-301-004, per the findings of fact as listed in page four of the McKenna letter.
AYES: Mathisen, Lorant, Chayka-Crawford, Putz
NAYS: None
ABSENT: Bailo
MOTION: Carried

B. Discussion of the BZA Bylaws, Including Article V: Order of Business
The Zoning Board of Appeals has requested to review the current bylaws and begin a discussion of updating them. The existing bylaws were adopted on December 7, 2023.

Board Member Mathisen shared that he would like the order of business changed to see public hearings incorporated within the cases the Board reviews.

MOTION
Board Member Mathisen moved, Board Member Chayka-Crawford seconded, to direct staff to revise the Board of Zoning Appeals Bylaws, including Article V: Order of Business, based on discussion.
AYES: Mathisen, Lorant, Chayka-Crawford, Putz
NAYS: None
ABSENT: Bailo
MOTION: Carried

9. Unfinished Business
None.

10. Second Hearing of the Public
None.

11. Board Member Comments
Board Member Lorant wished everyone a Happy Easter.

Board Member Putz wished everyone a Happy Easter.

Board Member Chayka-Crawford thanked the village planners for all they do.

Board Member Mathisen wished everyone a Happy Easter. Additionally, Board Member Mathisen shared that he does not believe the Board packet is referencing current village codes and asked the village planners to investigate further. Lastly, he shared that annual training is a requirement listed in the Board of Zoning Appeals Bylaws and would like the Board to be given training opportunities.

Planner Mangan asked Board Member Mathisen if he was looking for training opportunities to be conducted at the village or hosted by various organizations off site. Board Member Mathisen stated that he would prefer the training be held at the Village Hall.

Board Member Mathisen asked if there were any potential zoning ordinance amendments the Board should be aware of. Planner Nafal shared that a public hearing is scheduled for the April 6, 2026 Planning Commission meeting for zoning ordinance amendments to Sections 13.11 and 13.17 related to recreational vehicle parking.

Board Member Putz asked for a copy of the village's strategic plan. Planner Nafal shared that the strategic plan is an agenda item for the April 6, 2026 Planning Commission meeting. Additionally, she shared that all comments regarding the strategic plan are incorporated in the Planning Commission packet.

12. Next Regular Meeting – May 7, 2026

13. Adjournment

Board Member Lorant moved, Board Member Mathisen seconded, to adjourn the meeting at 6:55 p.m.

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

_____
Dr. Brenton Bailo
Secretary

_____
Sonja Stout
Village Clerk/Treasurer

_____
Danielle Smith
Recording Secretary

Date Approved: May 7, 2026 as presented

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC: Receive and File of DDA Regular Meeting Minutes of April 21, 2026

RECOMMENDED MOTION: To receive and file the April 21, 2026 Regular Meeting Minutes of the Downtown Development Authority Board as presented.

MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, April 21, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 21, 2026 Downtown Development Authority Regular Meeting was called to order at 6:29 PM by Chairperson Burgess.

2. Roll Call and Determination of Quorum

PRESENT
Chairperson Debbie Burgess
Vice Chairperson Sam Caruso
Treasurer Matt Shell
Secretary Hank Lorant
Board Member Lloyd Coe
Board Member Alaina Campbell
Board Member Todd Garris
President Teresa Rutt

ABSENT
Board Member Chris Barnett

STAFF PRESENT
Executive Director Matthew Gibb
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 March 17, 2026

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Minutes of March 17, 2026.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

4. Approval of Agenda

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Agenda of April 21, 2026, as presented.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

5. Call to the Public

Council Member Alex Comparoni Jr. expressed appreciation for the DDA's work and noted positive improvements in the community. As a long-time resident, he shared concerns that the pace of growth and development feels overwhelming to some and questioned whether there is a point at which it can be limited. He acknowledged the DDA's constraints and thanked the board.

Chairperson Burgess acknowledged receipt of written communication dated April 21, 2026, from Cory Johnston.

Council Member Erik Papacek expressed appreciation for the DDA's work and the value it provides for the community, including improvements such as the Lumberyard project. He noted that some residents are feeling pressure related to growth and emphasized the importance of balancing the needs of the entire Village, including residential perspectives. He recognized the challenges of budget discussions and competing priorities and thanked the DDA for its efforts.

6. Consent Agenda

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

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve the April 21, 2026, Consent Agenda by one vote, as presented.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

A. Financial Reports

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to receive and file the Financial Reports for March 2026.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

7. Financial Matters

A. Bill Approval

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve disbursements in the amount of $403,195.80 for March 2026.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

8. New and Old Business

A. Consideration of Capital Project - Atwater Basketball Court

Executive Director Gibb explained that the Atwater Basketball Court project is the first referral under the Village–DDA capital improvement funding framework established in 2022 and reaffirmed in 2024, which allocates TIF revenues for eligible public facility projects. He noted that funding is available and that the project, recommended by the Parks and Recreation Committee and Village Council, meets eligibility criteria as a public benefit and placemaking improvement, leaving approval at the DDA's discretion.

Board Member Coe questioned the cost and whether resurfacing was an option, to which President Rutt responded that the court is severely buckled and requires full reconstruction, adding that it has been a long-standing need and is heavily used, with potential increased demand due to the anticipated closure of Basketball America.

Board Member Campbell expressed strong support, emphasizing the importance of free recreational opportunities for youth and families. Vice Chairperson Caruso concurred, noting he frequently sees "tech neck" in children from excessive screen use and stressed the value of outdoor activity, adding the project supports community health and placemaking goals.

Council Member George Dandalides described the project as a strong example of Village and DDA collaboration under the 75/25 funding model and encouraged support as a worthwhile community investment.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to adopt Resolution No. 2026-001, confirming the eligibility of the proposed basketball court project as a public facility improvement consistent with the DDA Tax Increment Financing Plan, and to authorize reimbursement to the Village of Lake Orion for verified project expenses in an amount not to

exceed Fifty-Seven Thousand Nine Hundred Fifty-Seven Dollars ($57,957.00), payable from GL 248-260- 965-402, in accordance with the DDA/Village Capital Improvement Agreement and subject to standard documentation and invoicing requirements.

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

B. Request to Join Village Council Steering Committee

Executive Director Gibb explained that the item originated from Village Council's April 13 action, initiated by Council Member Dandalides, to establish a "steering" or communication committee to foster more regular and in-depth collaboration between the DDA and Council. He noted the intent is to create a more structured forum for discussing shared goals, beyond existing representation. Chairperson Burgess expressed support, noting she had previously invited such collaboration. Council Member Dandalides stated the idea arose from ongoing discussions and a need for more candid, consistent communication to better align efforts and maximize community benefit, and he expressed interest in participating. Vice Chairperson Caruso supported the initiative as a necessary and standard practice for effective governance, while Board Member Coe commended Council Member Dandalides' active downtown engagement.

Executive Director Gibb further clarified that the proposed six-month term reflects charter-related considerations discussed by Council, serving as a default timeframe that would continue if mutually agreed but expire if not extended. Chairperson Burgess questioned whether the term "steering committee" could create confusion and suggested "communication committee" for clarity. President Rutt responded that the group is intended solely for communication without decision-making authority, making terminology less critical, and added that the six-month duration also aligns with election cycles, as appointments cannot extend beyond current Council member terms and would require reconsideration after November.

Rosemary Ford asked how many members would serve on the committee. President Rutt explained it would include the Village Manager, Executive Director, Council President, one additional Council Member (Council Member Dandalides), an alternate (Council Member Alex Comparoni Jr.), and DDA representation. Deputy Clerk/Treasurer Blough asked who would be appointed from the DDA, and Executive Director Gibb clarified that the motion authorizes the Chairperson to appoint a second DDA member and an alternate, with names to be provided to the Clerk's Office. Chairperson Burgess stated she would follow up with that information.

MOTION made by Treasurer Shell, Seconded by President Rutt, that the Lake Orion Downtown Development Board approve participation in the Village Council-DDA Steering Committee, for six (6) months, or until mutually dissolved whichever is longer, further authorizing the Board Chair to appoint a member, in addition to herself, and an alternate to serve in her absence, forthwith.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None

ABSENT: Barnett
MOTION: Carried

C. Watering Trailer Purchase

Executive Director Gibb explained that the Township has been accepted into the American Bloom organization following recognition for the quality of its downtown landscaping, flowers, and façade improvements. He noted that maintaining the extensive downtown flower program has become labor-intensive and currently requires improvised methods, and cannot be sustained in its present form. He recommended purchasing specialized watering equipment at a cost not to exceed $3,800, funded through reallocated existing budget savings, to improve efficiency, reduce staff time, and ensure consistent maintenance of downtown plantings. He added that the equipment would significantly reduce watering time from approximately four to five and a half hours to about three hours, improving operational efficiency and potentially offsetting costs over time through labor savings. Vice Chairperson Caruso supported the proposal, noting the expected reduction in watering time and associated cost efficiencies.

MOTION made by Treasurer Shell, Seconded by Board Member Coe, to authorize the Director to procure a 100 gallon tow behind, gas powered watering system at a cost not to exceed $3,800, with shipping, with funding from GL 248-730-975-011 – Capital Outlay Trail Head.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

D. 2026-27 Annual Budget - Receipt and Approval

Executive Director Gibb presented the proposed FY 2026–2027 DDA budget, explaining the required statutory process. He emphasized the DDA's intent to significantly prioritize its financial commitments to the Village, including contracted services (Police, DPW, PA-57 administrative fees), utilities, debt obligations, and the 75/25 capital contribution. To meet these obligations and maintain budget balance, he recommended substantial reductions in DDA operational spending, including staffing, administration, Main Street support, and promotional activities, and reducing reliance on fund balance transfers. He also noted this restructuring results in elimination of the Assistant Director position and a shift toward a leaner staffing model, while still maintaining core functions such as marketing, façade grants, and limited capital funding. He cited broader economic constraints, declining external revenue expectations, and reduced sponsorship/grant income as drivers of the conservative revenue forecast. The budget also assumes continued but modest grant funding and includes proposed increases to several Village service contracts.

Board member Campbell discussed accountability for DPW and administrative services, with the Village Manager outlining a policy detailing cost allocations and noting revisions to include tax collection costs. Secretary Lorant stated he had reviewed the budget and believed the current approach was an improvement over prior years, conditionally pending Council workshop adjustments. Chairperson Burgess acknowledged the personal impact of staffing

reductions as difficult financial decisions. The board considered the budget for approval subject to final refinements following Council review.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to approve the budget as presented, subject to the adjustments to be made at the Thursday, April 23, 2026 budget workshop.

Executive Director Gibb made a request that the motion include language confirming compliance with statutory procedure, specifically the referral of the approved budget to the Village of Lake Orion governing body, to ensure the record reflects adherence to required statutory and policy processes.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to amend the previous motion to approve the budget as presented, subject to adjustments to be made at the Thursday, April 23, 2026 budget workshop, and to follow statutory procedure to refer the approved budget to the governing body, the Village of Lake Orion.

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

Executive Director Gibb stated that the Assistant Director position is currently budgeted through June 30, 2026, and noted that the administrative position in the front office has remained unfilled to preserve funding. He recommended that any action regarding the timing of the position's termination be deferred until the Board's final adoption of the budget, anticipated at the June meeting.

He further stated that Ms. Bloom's contributions are recognized and that, in the interim, the organization would support any transition opportunities should she pursue other employment, and would continue to acknowledge her work through the budget adoption period.

MOTION made by Board Member Coe, Seconded by Treasurer Shell, to delay any action to eliminate the Assistant Director position until after final adoption of the FY 2026–2027 budget, with the position to continue in its current funded status through at least the June meeting.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

Executive Director Gibb stated that the final motion related to the budget and reorganization would authorize him to proceed with posting updated job descriptions as part of implementing the approved changes.

MOTION made by Treasurer Shell, Seconded by Board Member Coe, that the Downtown Development Authority Board authorize the Executive Director to initiate the recruitment process for the newly established positions of Administrative Coordinator and Marketing

Coordinator, as reflected in the approved Fiscal Year 2026–2027 Budget and organizational structure.

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

9. Reports, Resolutions and Recommendations

A. Report - Legal Objection to Council Referral

Executive Director Gibb referenced a recent Council discussion regarding a proposal to dissolve and reformat the DDA as part of the Planning Commission. He noted that both a memorandum from his office and a legal opinion from Mr. Davis, included in the packet, conclude the proposal is not permissible under state statute. He stated that the intent of presenting the materials was to formally enter the legal memorandum and opinion into the public record, as they were not previously included in the Council record, and to ensure public accessibility. Erik Papacek stated he reviewed the legal opinion but offered an alternative interpretation of the statute's "created pursuant to" language, suggesting it may be descriptive rather than limiting changes to the time of formation. He argued the statute may not prohibit restructuring and suggested the issue may warrant further review, while acknowledging his view was offered for consideration.

MOTION made by Treasurer Shell, Seconded by Board Member Coe, to receive and file the Memorandum concerning the April 13, 2026, council motion seeking recommendation from the DDA Director dated April 21, 2026.

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

B. Report - Outside Attorney Opinion Requested by Council Committee

Executive Director Gibb stated that a memorandum was submitted clarifying the office's interpretation that 75-25 funds may be used for public infrastructure without amending the TIF plan. He noted that, following a request from the ad hoc committee, an outside legal opinion was obtained and transmitted to the Village Manager, and he requested that both documents be entered into the public record.

In response to a question from Vice Chairperson Caruso regarding the cost of the legal opinion, Executive Director Gibb stated that it was approximately $600 for about two hours of work, noting the attorneys' combined experience in the subject matter.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to receive and file the Opinions of the Director and Legal Counsel as provided to the Village pursuant to the recommendation and request of the Village Ad Hoc Committee on Alternative Funding.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt

VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

C. Executive Directors Report

Executive Director Gibb reported on a successful DDA open house with approximately 100 attendees and noted continued recognition of the organization's Main Street accreditation. He stated that the event will become an annual engagement opportunity.

He provided an update on the Lumberyard project, noting ongoing permitting and planned unit development preparation, and continued coordination with Orion Township staff, consultants, and contractors. He reported progress on infrastructure repairs and site preparation, with additional construction phases expected over the coming months.

Executive Director Gibb indicated that project timelines are dependent on the planned unit development approval process and stated that contracts with potential site users are being finalized for future presentation. He noted that budget planning is ongoing and will be adjusted based on updated project costs and partnerships.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant, to receive and file the April 21, 2026 Executive Director Report.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

D. Assistant Director's Report

Assistant Director Bloom reported on a successful Main Street Oakland County event, including strong participation from new Illuminators and completed business training sessions with Oakland Thrive. She highlighted upcoming events including Spring Cleanup Day (May 9), the Boutique Chic fashion fundraiser (April 27), and the Lake Orion Summer Concert Series beginning July 8.

She provided updates on Shop OC Main Streets, noting continued support for downtown businesses, as well as efforts to resolve e-newsletter delivery issues and ongoing growth in social media engagement. She announced upcoming ribbon cuttings, Downtown Lowdown events, and regional training opportunities in partnership with Main Street Oakland County and Oxford DDA.

Assistant Director Bloom also shared highlights from the Main Street Now conference in Tulsa and noted coordination with Sunrise Rotary to replace downtown flags in advance of America's 250th celebration.

MOTION made by Treasurer Shell, Seconded by President Rutt, to receive and file the Assistant Director's Report.

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

10. Board Comments and Training Feedback

Board Member Garris had no comment.

Secretary Lorant thanked the Village Council Members for attending and encouraged continued participation and engagement at future meetings.

Treasurer Shell thanked Executive Director Gibb and Assistant Director Bloom for their work during the transition.

Vice Chairperson Caruso thanked Assistant Director Bloom for her professionalism and contributions over the past two years. He also expressed appreciation for Village Council Members attending and noted the value of in-person participation in understanding DDA operations. He indicated interest in attending future Council meetings when scheduling allows.

Board Member Campbell thanked Assistant Director Bloom for her service as Interim Director and acknowledged her performance during a period of transition. She spoke to the ongoing partnership between the DDA and the community, referencing collaborative efforts including the 75-25 agreement and the basketball court capital project. She expressed pride in the Board's work and noted upcoming community engagement opportunities, including an Illuminator informational event on April 28 at Cookies and Cream.

President Rutt highlighted Ms. Bloom's contributions and leadership during her tenure. She also spoke about community initiatives such as the Illuminator program and ribbon cutting events, emphasizing continued community engagement and support for local businesses.
Member Coe expressed appreciation for Ms. Bloom's responsiveness and support. He also thanked Village Council members for attending, noting the significance of their participation.

Chairperson Burgess thanked Village Council Members for attending and expressed support for continued collaboration through the upcoming communications committee. She extended appreciation to Ms. Bloom for her service as Interim Director and contributions to the DDA during a period of transition, and thanked the Board for their continued commitment, particularly during the budget process.

11. Next Regular Meeting - May 19, 2026

12. Adjournment

MOTION made by Treasurer Shell, Seconded by Board Member Coe, to adjourn the April 21, 2026, Downtown Development Authority Board Regular Meeting.
VOTING YEA: Burgess, Caruso, Shell, Lorant, Coe, Campbell, Garris, Rutt
VOTING NAY: None
ABSENT: Barnett
MOTION: Carried

The April 21, 2026 Downtown Development Authority Board Regular Meeting adjourned at 8:07 PM.

_____
Debbie Burgess
Chairperson

_____
Lynsey Blough, CMC
Deputy Clerk/Treasurer

_____
Sonja Stout
Village Clerk/Treasurer

Date Approved: as presented on May 19, 2026

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Receive and File Investment Report- April 2026

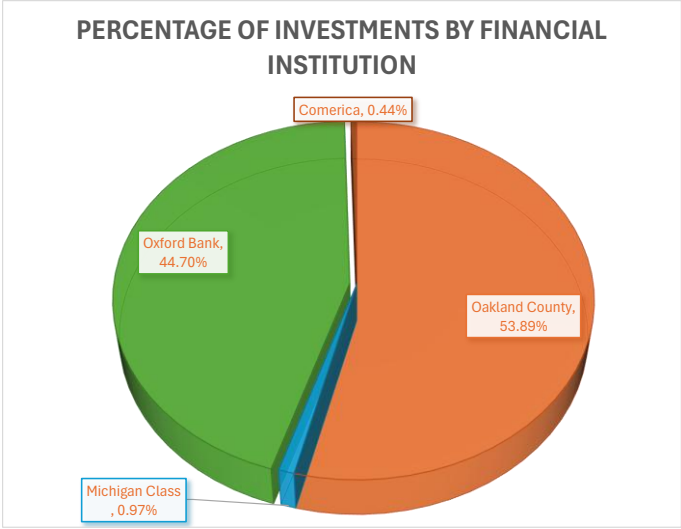
BACKGROUND BRIEF: Attached is the Investment report for April 2026 for your review.

RECOMMENDED MOTION: To receive and file the Investment report for April 2026.

Village of Lake Orion
Monthly Investment Report
Period Ending April 30, 2026

Investments by Financial Institution

Financial Institution	Investment Instrument	Beginning Balance (04/01/26)	Purchases/Deposits	Interest/Dividends	Change In Value	Withdrawals	Ending Balance (04/30/26)	Percentage of Portfolio
Oakland County	Investment Pool	$ 5,164,672.90		$ 17,128.06			$ 5,181,800.96	
	Total Oakland County	5,164,672.90	-	17,128.06	-	-	**5,181,800.96**	**53.89%**
Michigan CLASS	Investment Pool	93,038.72	-	287.01	-	-	93,325.73	
	Total Michigan CLASS	93,038.72	-	287.01	-	-	**93,325.73**	**0.97%**
Oxford Bank	Cash-Water/Sewer (4644)	2,814.81	11,001.54	1.22	-		13,817.57	0.14%
	Cash-General Checking (8494)	154,771.68	463,203.05	-	-	(304,378.74)	313,595.99	3.26%
	Cash-Genre (4611)	3,947,570.68	516,793.48	161.51	-	(542,593.18)	3,921,932.49	40.79%
	Cash-Escrow (4655)	47,943.07	800.00	10.91	-		48,753.98	0.51%
	Total Oxford	4,153,100.24	991,798.07	173.64	-	(846,971.92)	**4,298,100.03**	**44.70%**
Comerica	Cash- Payroll Savings (4736)	55,556.85	75,000.00	29.95	-	(89,897.21)	40,689.59	0.42%
	Cash- Payroll (3875)	1,728.74	80,635.44	(166.55)	-	(80,513.20)	1,684.43	0.02%
	Total Comerica	57,285.59	155,635.44	(136.60)	-	(170,410.41)	**42,374.02**	**0.44%**
	Totals	**$ 9,468,097.45**	**$ 1,147,433.51**	**$ 17,452.11**	**$ -**	**$ (1,017,382.33)**	**$ 9,615,600.74**	**100.00%**



Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC: Receive and File of Orion Township Building Permit Report from April 15, 2026 to May 15, 2026

RECOMMENDED MOTION:

To receive and file the Orion Township Building Permit Report from April 15, 2026 to May 15, 2026, as presented.

Permit List MONTHLY VILLAGE REPORT

05/18/2026

Permit #	Address	Category	Applicant Nam	Date Issued	Permit Fee
PVFS26-003	315 N LAPEER ST	FIRE SUPPRESSION - VILLAGE	Raymond M Fuller	05/08/2026	175.00
PVFS26-002	203 PORT SIDE DR	FIRE SUPPRESSION - VILLAGE	Dexter Jacques	05/08/2026	870.00
PPV26-011	614 DETROIT AVE	RES. REPAIR	KILBURN, JOEL A.	05/11/2026	425.00
PPV26-010	245 PERRY ST	RES. MISC.	Jeffrey Hunter	04/28/2026	111.00
PPV26-009	577 BAGLEY DR	RES. MISC.	James R Jory	05/05/2026	89.00
PPV26-008	66 SMITH CT	RES. MISC.	CADIEUX, SHAWN	04/15/2026	97.00
PMV26-014	137 N ANDREWS ST	RES. MISC.	CHRISTOPHER MCCARVER	05/14/2026	117.00

PMV26-013	367 OAK LN	RES. NEW HOUSE GARAGE	GEOFFREY DAY	05/11/2026	580.00
PMV26-012	308 PARK ISLAND RD	RES. ADDITION	THOMPSON, JOEL DANIEL	05/05/2026	235.00
PMV26-004	356 OAK LN	RES. MISC.	JAMES A JOHNSTON III III	04/16/2026	167.00
PEV26-020	203 PORT SIDE DR	RES. NEW HOUSE GARAGE	MARK R MEEHAN	05/14/2026	177.00
PEV26-019	614 DETROIT AVE	RES. REPAIR	Robert McChesney	05/07/2026	325.00
PEV26-017	356 OAK LN	RES. MISC.	JOSEPH BREWER	04/16/2026	127.00
PBV26-022	210 N BROADWAY ST	Re-Roof	ORIGINAL ROOFING	05/11/2026	175.00

PBV26-021	470 GLENN CT	Re-Roof	FOUR STAR ROOFING	04/28/2026	200.00
PBV26-019	229 W FLINT ST	Re-Roof	ARNOLD ROOFING	04/16/2026	200.00
PBV26-018	245 PERRY ST	Waterproofing	FOUNDATION SYSTEMS OF	05/04/2026	275.00
PBV26-016	226 CEDAR BEND DR	Deck	PALETTE BUILDERS INC	05/04/2026	25.00
PBV26-015	175 N NORTH SHORE DR	Deck	Creative Decks and Finished	05/14/2026	536.18
PBV26-012	614 DETROIT AVE	Repair	SUNGLO RESTORATION SE	04/17/2026	25.00
PBV26-010	354 N NORTH SHORE DR	Alteration	YURK CONSTRUCTION INC	05/14/2026	427.87

PBV26-009	52 HIGHLAND AVE	Demolition	Island Pointe Building Co Inc	05/05/2026	275.00
PBV26-007	45 W FLINT ST	COMMERCIAL, MISC.	Robert Bicja	05/11/2026	225.00

Number of Permits 23

Populatio All Records

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Receive and file Invoice Distribution Report for May 27, 2026

RECOMMENDED MOTION: Receive and file the Invoice Distribution Report in the amount of $143,594.27 of which $65,412.78 are DDA bills for a net total of $78,181.49.

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 000 REVENUE					
101-000-202-000	051-GARBAGE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	27.19	None
101-000-202-000	051-GARBAGE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	55.68	None
101-000-202-000	051-GARBAGE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	5.57	None
101-000-279-000	GENERAL PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR SHANK JUNE 2026	300.14	None
101-000-279-000	RETIREE HEALTHCARE-RETIREE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE JUNE 2026	1,048.72	None
101-000-281-003	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	N808 PENINSULA CONDOMINIUMS SERVICES	1,395.00	None
101-000-281-004	THROUGH APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	M900 FLATS AT WEST VILLAGE 55 ELIZABE	1,375.00	None
101-000-281-005	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	N034 CONSTELLATION BAY	200.00	None
101-000-281-011	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	N569 ORION VILLAS-597 MILLER RD APRIL	437.50	None
101-000-281-013	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	N038- CLOUD LAKE 494 S BROADWAY THROU	598.75	None
101-000-281-016	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	O929- 315 N LAPEER ST ADMIN BUILDING	500.00	None
			Total Department 000 REVENUE	5,943.55	
Department: 228 Information Technology					
101-228-801-000	MONTHLY BILLING FOR MAY	VC3, INC.	MONTHLY BILLING MAY 2026	1,895.20	None
101-228-801-000	CLOUD DATA RECOVERY - MAY	VC3, INC.	CLOUD DATA RECOVERY - MAY	236.00	None
101-228-801-000	OFFICE 365 - MAY	VC3, INC.	OFFICE 365 - MAY	316.23	None
			Total Department 228 Information Technology	2,447.43	
Department: 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE JUNE 2026	917.65	None
101-260-920-000	21 E CHURCH	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	1,442.31	None
101-260-920-000	65 S PARK	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	23.03	None
101-260-920-000	20 E SHADBOLT	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	0.00	None
101-260-920-000	20 S WASHINGTON	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	0.00	None
101-260-920-000	20 E SHADBOLT ACCT # 1030	CONSUMERS ENERGY	4/11/26 - 5/8/26 GAS BILL	23.22	None
101-260-920-000	21 E CHURCH ACCT# 1030 170	CONSUMERS ENERGY	4/11/26 - 5/8/26 GAS BILL	209.46	None
101-260-921-000	175 S BELLEVUE	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	0.00	None
101-260-930-000	MATS FOR VILLAGE OFFICE 5-	DarWel ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	247.69	None
101-260-930-000	INVOICE 492506	ORION STONE DEPOT	DOUBLE SHREDDED HARDWOOD MULCH	167.50	None
101-260-956-000	05/01/26 - 05/31/26	BASIC BENEFITS	MONTHLY COBRA FEE - MAY 2026	50.01	None
101-260-956-000	04/01/2026 - 04/30/2026	BASIC BENEFITS	MONTHLY COBRA FEE - APRIL 2026	50.01	None
			Total Department 260 GENERAL ACTIVITIES	3,130.88	
Department: 721 PLANNING AND ZONING					
101-721-801-000	BZA 05/07/26	SMITH, DANIELLE	BZA 05/07/2026	150.00	None
			Total Department 721 PLANNING AND ZONING	150.00	
Department: 751 PARKS AND RECREATION					
101-751-920-000	66 S PARK	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	79.56	None
101-751-931-000	INVOICE 492637	ORION STONE DEPOT	DOUBLE SHREDDED HARDWOOD MULCH	201.00	None
101-751-932-000	INVOICE 492512	ORION STONE DEPOT	DOUBLE SHREDDED HARDWOOD MULCH	134.00	None
			Total Department 751 PARKS AND RECREATION	414.56	
Department: 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-806-000	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	M629 - GENERAL ENGINEERING SERVICES	125.00	None
101-880-806-000	THRU APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	O816- FAILING SEA WALLS	887.50	None
			Total Department 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER	1,012.50	
			Total Fund 101 GENERAL FUND	13,098.92	
Fund: 203 LOCAL STREET FUND					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 203 LOCAL STREET FUND					
Department: 875 CONSTRUCTION					
203-875-977-000	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	P230 - 2026 STREET IMPROVEMENT PROGRA	37,876.00	None
			Total Department 875 CONSTRUCTION	37,876.00	
			Total Fund 203 LOCAL STREET FUND	37,876.00	
Fund: 207 POLICE FUND					
Department: 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	POLICE PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR SHANK JUNE 2026	900.40	None
207-301-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE JUNE 2026	917.65	None
207-301-730-000	COPY CHARGES BW-$11.87 COL	APPLIED INNOVATION	POLICE COPY MACHINE USAGE INVOICE 314	46.86	None
207-301-730-000	FREIGHT	APPLIED INNOVATION	POLICE COPY MACHINE USAGE INVOICE 314	1.87	None
207-301-801-000	MICROSOFT 365 POLICE - VC3	VC3, INC.	MICROSOFT 365 POLICE - DUE 6/18/26	370.20	None
207-301-804-000	SHERIFF DISPATCH SERVICES	OAKLAND COUNTY TREASURER	SHERIFF DISPATCH SERVICES INVOICE DAT	4,094.96	None
207-301-863-000	MILEAGE REIMBURSEMENT 182	STANFIELD, TODD	TRAVEL REIMBURSEMENT - STANFIELD	131.95	None
207-301-863-000	FOOD REIMBURSEMENT (5 DAYS	STANFIELD, TODD	TRAVEL REIMBURSEMENT - STANFIELD	61.96	None
207-301-932-000	1 TIRE REPLACEMENT - 503	BELLE TIRE DISTRIBUTORS	REPLACEMENT TIRE 503	255.99	None
			Total Department 301 POLICE/SHERIFF/CONSTABLE	6,781.84	
			Total Fund 207 POLICE FUND	6,781.84	
Fund: 225 DEPT OF PUBLIC WORKS FUND					
Department: 276 CEMETERY					
225-276-930-000	INVOICE 4875	GENESEE VALLEY VAULT INC.	FOUNDATIONS	299.00	None
225-276-985-000	INVOICE 180901-3	CHET'S RENT-ALL	COMPACTOR RENTALL	134.59	None
			Total Department 276 CEMETERY	433.59	
Department: 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BCBSM MEDICARE ADVANTAGE	RETIREE COVERAGE JUNE 2026	3,408.42	None
225-441-920-000	362 CASS	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	337.64	None
225-441-920-000	333 CASS	DTE ENERGY	DTE BILL (DPW & VILLAGE): 3.21.26 - 4	37.71	None
225-441-930-000	GAS BILL APRIL - MAY	CONSUMERS ENERGY	GAS BILL DPW	189.35	None
225-441-931-000	TIRE REPAIR AND TUBE	TIRE WAREHOUSE, INC	TIRE REPAIR	45.26	None
225-441-931-000	HYDRAULIC FILTERS, BLADES,	WEINGARTZ-WATERFORD	MAINTENANCE & UPKEEP OF MOWERS AND CH	777.26	None
225-441-931-000	IDLER PULLY AND VENTRAC OI	WEINGARTZ-WATERFORD	MAINTENANCE & UPKEEP OF MOWERS AND CH	247.30	None
225-441-931-000	SPEED FEED HEADS	BURDICK ST. LANDSCAPE SUPP	REPLACEMENT TRIMMER HEAD	79.98	None
225-441-932-000	OIL CHANGE DPW TRUCK	O'REILLY AUTOMOTIVE, INC.	MAINTENANCE DPW TRUCK	17.49	None
			Total Department 441 DEPARTMENT OF PUBLIC WORKS	5,140.41	
			Total Fund 225 DEPT OF PUBLIC WORKS FUND	5,574.00	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					
248-260-801-000	INV 13218 BOARD APPROVED (	HAUXWELL, TIMOTHY	SNOW PLOW RECONCILIATION	7,000.00	None
248-260-801-000	HOME DEPOT - DPW PURCHASED	HOME DEPOT CREDIT SERVICES	GARBAGE BAGS	119.88	None
248-260-801-000	INV 0348	PRESTIGE CLEANING MI	CLEANING SERVICE	505.00	None
248-260-823-000	FLOWCODE - BC2953D1-0049	COMERICA BANK	APRIL CC - MATT	9.95	None
248-260-823-000	SNAPRETAIL - SFTWARE	COMERICA BANK	APRIL CC - MATT	65.00	None
248-260-823-000	CLICKUP -041226	COMERICA BANK	APRIL CC - MATT	57.00	None
248-260-823-000	IONOS 202061547586	COMERICA BANK	APRIL CC - MATT	28.85	None
248-260-823-000	ADOBE - SFTWRE	COMERICA BANK	APRIL CC - MATT	21.19	None
248-260-851-000	MISWITCH - BILL# 741617	COMERICA BANK	APRIL CC - MATT	92.91	None
248-260-851-000	COMCAST	COMERICA BANK	APRIL CC - MATT	234.61	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Department: 260 GENERAL ACTIVITIES					
248-260-920-000	CONSUMERS4898574576	COMERICA BANK	APRIL CC - MATT	369.22	None
248-260-921-000	920009680652 24 FRONT ST	DTE ENERGY	STREET LIGHTS	37.71	None
248-260-930-000	ACE HRDWR - REPAIRS	COMERICA BANK	APRIL CC - MATT	18.53	None
248-260-930-000	TRACTOR SUPPLY - PUMP	COMERICA BANK	APRIL CC - MATT	228.79	None
248-260-930-000	ACE - TIE DOWN STRAPS	COMERICA BANK	APRIL CC - MATT	21.18	None
248-260-942-000	INV 98073	DarWel ENTERPRISES LLC	MATS	27.06	None
248-260-958-000	INVESTOR LUNCH - RISE LOUN	COMERICA BANK	APRIL CC - MATT	90.72	None
248-260-958-000	AMZN 111-56719600028211	COMERICA BANK	APRIL CC - MATT	25.00	None
			Total Department 260 GENERAL ACTIVITIES	8,952.60	
Department: 726 DESIGN					
248-726-801-000	UPS - COPIES/MAIL	COMERICA BANK	APRIL CC - MATT	16.03	None
248-726-801-000	UPS - COPIES/MAIL	COMERICA BANK	APRIL CC - MATT	8.01	None
248-726-801-000	UPS - COPIES/MAIL	COMERICA BANK	APRIL CC - MATT	15.14	None
248-726-845-000	VISTA - MERCHANDISE	COMERICA BANK	APRIL CC - MATT	1,474.28	None
248-726-980-001	CHNAGE ORDER - APPROVED (5	MICKEY'S CONSTRUCTION LLC	LUMBER YARD REPAIR	18,698.00	None
248-726-980-001	REIMBURSEMENT (GLASS)	MICKEY'S CONSTRUCTION LLC	LUMBER YARD REPAIR	983.00	None
			Total Department 726 DESIGN	21,194.46	
Department: 728 ECONOMIC DEVELOPMENT					
248-728-801-000	SPAREBOX - STORAGE	COMERICA BANK	APRIL CC - MATT	285.00	None
248-728-886-002	TURNER - PORTAJOHNS	COMERICA BANK	APRIL CC - MATT	180.00	None
248-728-888-000	AMZN - 11107163232263463	COMERICA BANK	APRIL CC - MATT	28.59	None
248-728-888-000	AMZN - 11135624662723436	COMERICA BANK	APRIL CC - MATT	51.75	None
			Total Department 728 ECONOMIC DEVELOPMENT	545.34	
Department: 729 PROMOTION					
248-729-880-007	VISTA PRINT - MERCH (LY)	COMERICA BANK	APRIL CC - MATT	698.53	None
			Total Department 729 PROMOTION	698.53	
			Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND	31,390.93	
Fund: 301 DOWNTOWN DEV BOND PROJECT 2023					
Department: 901 CAPITAL OUTLAY					
301-901-950-000	PLAN7 - SOFTWARE 202604P76	COMERICA BANK	APRIL CC - MATT	90.71	None
301-901-950-000	ETSY - FLOOR PLAN SET 9RES	COMERICA BANK	APRIL CC - MATT	26.39	None
301-901-950-000	ROLL OFF DUMPSTER - LY	COMERICA BANK	APRIL CC - MATT	624.00	None
301-901-950-000	INV 119827 (33,280.75)	PEA GROUP	ENGINEERING SERVICES	33,280.75	None
			Total Department 901 CAPITAL OUTLAY	34,021.85	
			Total Fund 301 DOWNTOWN DEV BOND PROJECT 2023	34,021.85	
Fund: 401 CAPITAL PROJECTS FUND					
Department: 751 PARKS AND RECREATION					
401-751-806-000	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	P231 - CHILDREN'S PARK PEDESTRIAN BRI	13,225.00	None
			Total Department 751 PARKS AND RECREATION	13,225.00	
			Total Fund 401 CAPITAL PROJECTS FUND	13,225.00	
Fund: 592 WATER AND SEWER FUND					
Department: 000 REVENUE					
592-000-275-000	034-RSEWRBASE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	49.48	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 592 WATER AND SEWER FUND					
Department: 000 REVENUE					
592-000-275-000	034-RSEWRBASE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	164.70	None
592-000-275-000	034-RSEWRBASE	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	16.47	None
592-000-275-000	064-BASE WATER	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	39.99	None
592-000-275-000	064-BASE WATER	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	97.66	None
592-000-275-000	064-BASE WATER	MOCERI LAKE ORION LLC	UB refund for account: 050-2250	7.43	None
			Total Department 000 REVENUE	375.73	
Department: 548 SEWER ACTIVITIES					
592-548-801-000	APRIL 26, 2026	NOWAK & FRAUS ENGINEERS	N434 - SANITARY SEWER PUMP STATION IM	250.00	None
592-548-801-000	THRU APRIL 26 2026	NOWAK & FRAUS ENGINEERS	M809- GRANT ASSISTANCE/GRANT WRITING	1,000.00	None
			Total Department 548 SEWER ACTIVITIES	1,250.00	
			Total Fund 592 WATER AND SEWER FUND	1,625.73	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION

EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
		101	GENERAL FUND	13,098.92	
		203	LOCAL STREET FUND	37,876.00	
		207	POLICE FUND	6,781.84	
		225	DEPT OF PUBLIC WORKS FUND	5,574.00	
		248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	31,390.93	
		301	DOWNTOWN DEV BOND PROJECT 2023	34,021.85	
		401	CAPITAL PROJECTS FUND	13,225.00	
		592	WATER AND SEWER FUND	1,625.73	
		Total For All Funds:		143,594.27	

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Renewal of Metro Act Permit – McLeodUSA Telecommunications Services, LLC

BACKGROUND BRIEF:

On April 10, 2026 the Village Clerk/Treasurer received an email requesting the extension for the current permit that has been expired.

The Attorney has reviewed the current contract and the extension letters and has recommended that council can approve the extension letters as to form.

SUMMARY OF PREVIOUS COUNCIL ACTION: On May 9, 2011 Village Council approved the amendment as presented and authorized the Village Manager to sign the amendment on behalf of the Village.

RECOMMENDED MOTION: To approve the Metro Act- Right-of-way telecommunications Permit extension as presented and authorize the Village Manager to sign on behalf of the Village.

METRO Act Unilateral Form

RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT AMENDMENT

The Right-of-Way Telecommunications Permit issued by the Village of Lake Orion on September 13, 2010, the receipt of which was acknowledged by on October 4, 2010 by Permittee, McLeodUSA Telecommunications Services, LLC d/b/a PAETEC Business Services ("PAETEC"), and on December 9, 2010 by Permittee, Oakland Schools Intermediate School District ("District"), is hereby amended to change Section 6.2 to read as follows.

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 for at least 10 days prior written notice to Municipality of cancellation for non-payment of premium and for at least 30 days prior written notice for all other cancellations. Permittee 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.

Village of Lake Orion
Pursuant to Village Council Action on May 9, 2011

May 10, 2011
Date

By: _____
Paul Zelenak, Manager

Acknowledgement of Receipt: Permittee acknowledges receipt of and agrees to this Permit Amendment approved by Municipality.

McLeodUSA Telecommunications Services, LLC d/b/a PAETEC Business Services

_____
Date

By: _____
Its: V.P. OSP

Oakland Schools Intermediate School District

_____
Date

By: Robert F Moore
Its: Deputy Superintendent

C:\NrPortbl\imanage\DOVREG\1629087_1.DOC

METRO ACT RIGHT OF WAY PERMIT EXTENSION

April 27, 2026

Sonja Stout, Village Clerk
Village of Lake Orion, MI
21 East Church Street,
Lake Orion, MI 48362

Dear Ms. Stout,

This is a letter agreement which extends the existing METRO Act Permit issued by The Village of Lake Orion, a Michigan municipal corporation, located at 21 East Church Street, Lake Orion, MI 48362, to McLeodUSA Telecommunications Services, LLC, an Iowa corporation, with corporate offices located at 4005 Rodney Parham Road, Little Rock, AR 72212, which expired on July 1, 2025. The extension is for a term to end on July 1, 2030.

If this is agreeable, please sign this extension letter agreement in the place provided below and email to Michelle Junk-Yauslin at michelle.junk-yauslin@uniti.com .

If you have any questions, please feel free to contact Michelle via email or at 319-241-3017 or myself via email at eshe.obaro@uniti.com.

Agreed to by and on behalf of
Village of Lake Orion

By: _____

Its: _____

Date: _____

Agreed to by and on behalf of
McLeodUSA Telecommunications Services, LLC

By: _____

Its: _____

Date: _____

METRO ACT RIGHT OF WAY PERMIT EXTENSION

April 27, 2026

Sonja Stout, Village Clerk
Village of Lake Orion, MI
21 East Church Street,
Lake Orion, MI 48362

Dear Ms. Stout,

This is a letter agreement which extends the existing METRO Act Permit issued by The Village of Lake Orion, a Michigan municipal corporation, located at 21 East Church Street, Lake Orion, MI 48362, to McLeodUSA Telecommunications Services, LLC, an Iowa corporation, with corporate offices located at 4005 Rodney Parham Road, Little Rock, AR 72212, which expired on July 1, 2020. The extension is for a term to end on July 1, 2025.

If this is agreeable, please sign this extension letter agreement in the place provided below and email to Michelle Junk-Yauslin at michelle.junk-yauslin@uniti.com .

If you have any questions, please feel free to contact Michelle via email or at 319-241-3017 or myself via email at eshe.obaro@uniti.com.

Agreed to by and on behalf of
Village of Lake Orion

By: _____

Its: _____

Date: _____

Agreed to by and on behalf of
McLeodUSA Telecommunications Services, LLC

By: _____

Its: _____

Date: _____

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Village-Owned Property Inventory and Mapping Report

BACKGROUND BRIEF:

Council is receiving the Village-Owned Property Inventory and Mapping Report prepared by the Village's planning consultants. The report identifies every known property owned by the Village and identifies and documents any improvements made to each parcel. This project was initiated by the previous Village Council through its FY 2023-24 goals and objectives as a result of concerns of improvements being made on public property by private individuals without permission or license from the Village and the potential liability to the Village due to such improvements. No decisions were made at the time of initiation of the project as to what action the Council may authorize as a result of the report's findings.

Administration is requesting direction from Council as to the next steps that should be undertaken pursuant to the findings of the report. Some of the questions Council may wish to consider in making a determination might be:

1. Is the improvement of public property desirable or useful?
2. Does the improvement pose a safety hazard or otherwise violate any Village or other law or policy?
3. Did the individual installing the improvement obtain the proper permits and inspections?
4. Does the Village wish to assume the cost of maintaining or removing the improvement or should the individual installing the improvement be responsible?
5. Is it appropriate to consider granting license agreements to private individuals to continue to maintain, use, and replace/remove the improvement?
6. Should the improvement be accessible by all members of the community or is it appropriate and permissible to grant an exclusive license?
7. Should the Village consider selling or otherwise disposing of the property if not prohibited or restricted by Village Charter?
8. Should the Village take no further action regarding public property private encroachments and improvements?

SUMMARY OF PREVIOUS COUNCIL ACTION:

02/13/2023 - Council adopted its FY 2023-24 goals and objectives, including an objective to identify,

classify, and determine use of all village-owned properties.

04/13/2026 – Council adopted its FY 2026-27 goals and objectives, including finishing the identification, classification, and determination of use of all village -owned properties. Council requested that the property inventory and mapping report be submitted to Council for discussion at its May 26, 2026, meeting if the report is completed by that time.

FINANCIAL IMPACT:

To be determined

RECOMMENDED MOTION:

None



Lake Orion
MICHIGAN

2026 Parcel Inventory and Mapping Project

Village of Lake Orion

Oakland County, Michigan

DRAFT May 7, 2026

Project Introduction

In 2023, McKenna proposed to conduct a comprehensive data inventory in Lake Orion to prepare a complete list of Village-owned parcels and public rights-of-way and conduct an investigation of encroachments and improvements on public land. At that time, the Oakland County Equalization was performing an audit of all tax-exempt parcels, requiring the Village to submit a comprehensive list and map of all exempt properties. Further, the Planning Department has encountered several instances in which parcel ownership or exemption status is unknown, causing friction in the administration of the Zoning Ordinance and the development review process. Finally, the Village expressed interest in cataloging all Village-owned parcels and rights-of-way, including streets, sidewalks, and bodies of water.

This project was done in coordination with the following entities:

- Lake Orion Village Council
- Lake Orion Department of Public Works
- Oakland County
- Nowak & Fraus, Village Engineers
- McKenna, Village Planners

STUDY AREAS

We divided the Village into specified geographical regions to target each area:

- Northeast Village
- Southeast Village—
  Lakeview, South of Downtown, Atwater Park, East Lawn Cemetery
- Southeast Downtown
- Northwest Downtown
- Longpointe—
  Park Properties, Surrounding Bottomlands
- Victoria Island

THE TYPES OF ENCROACHMENTS FLAGGED

Anything encroaching in the right of way, whether land or water, including but not limited to:

- Docks (permanent) for walking, sitting, or storage of watercraft (boats, jet skis, kayak/canoes, etc.)
- Docks (temporary) that may be removed or are seasonal
- Parked automobiles or trailers
- Storage
- Furniture
- Fences
- Walls
- Landscaping
- Structures (accessory)
- Structures (permanent), such as sheds and garages
- Posts or bollards
- Mailboxes
- Signs
- Encroachments on the water pump stations

THE DOCUMENTATION PROCESS

From July 7 to July 17, 2025, McKenna staff made multiple site visits to the Village of Lake Orion. We traveled around the specific site areas by foot and car, making visual inspections. Using GIS technology, we were able to record encroachments with the points of location, type of encroachment, notes, as well as take photographs on-site.

Our observations were recorded into an ArcGIS Map database. The map, "Lake Orion Encroachment Collector," contains each encroachment as a geolocation point, supplemented by the respective data and photo. After the completion of data collection, the online database was evaluated for quality assurance by checking for accuracy and organization.

In total, we found 121 items. We noted the following commonly identified encroachments:

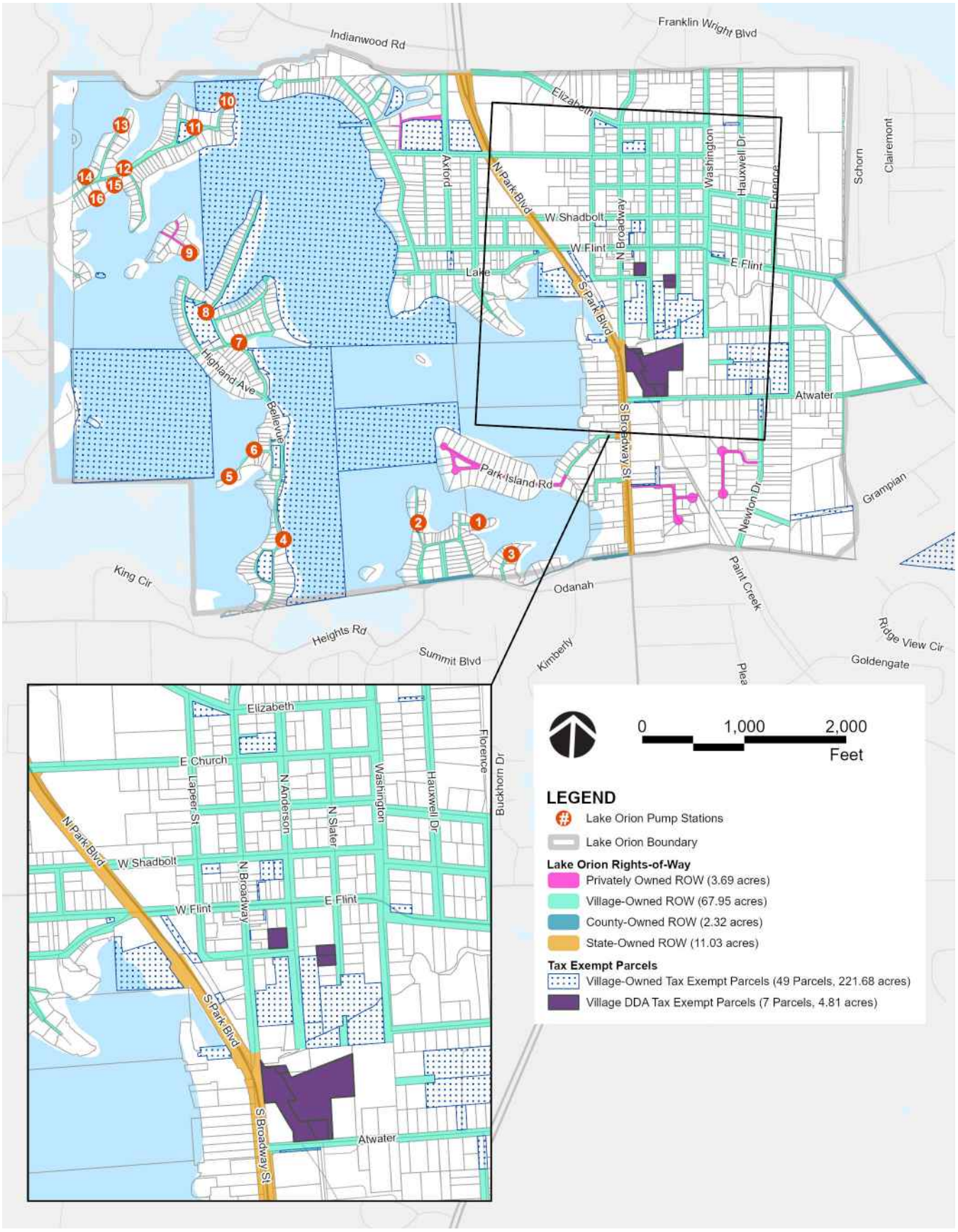
TYPE	NUMBER
Dock (permanent)	54 encroachments
Parking or storage	28 encroachments
Landscaping	12 encroachments
Miscellaneous	10 encroachments
Structure (accessory)	8 encroachments
Structure (principal)	3 encroachments
Dock (seasonal)	2 encroachments
Total	**121**

We noted encroachments based on their geographic location, with certain areas with high numbers of encroachments:

- Longpointe Dr., Bellevue Ave., Highland Ave: Docks (permanent)
- Unger Park on Highland Ave.: Parking
- Northwest Lake Orion: Parking

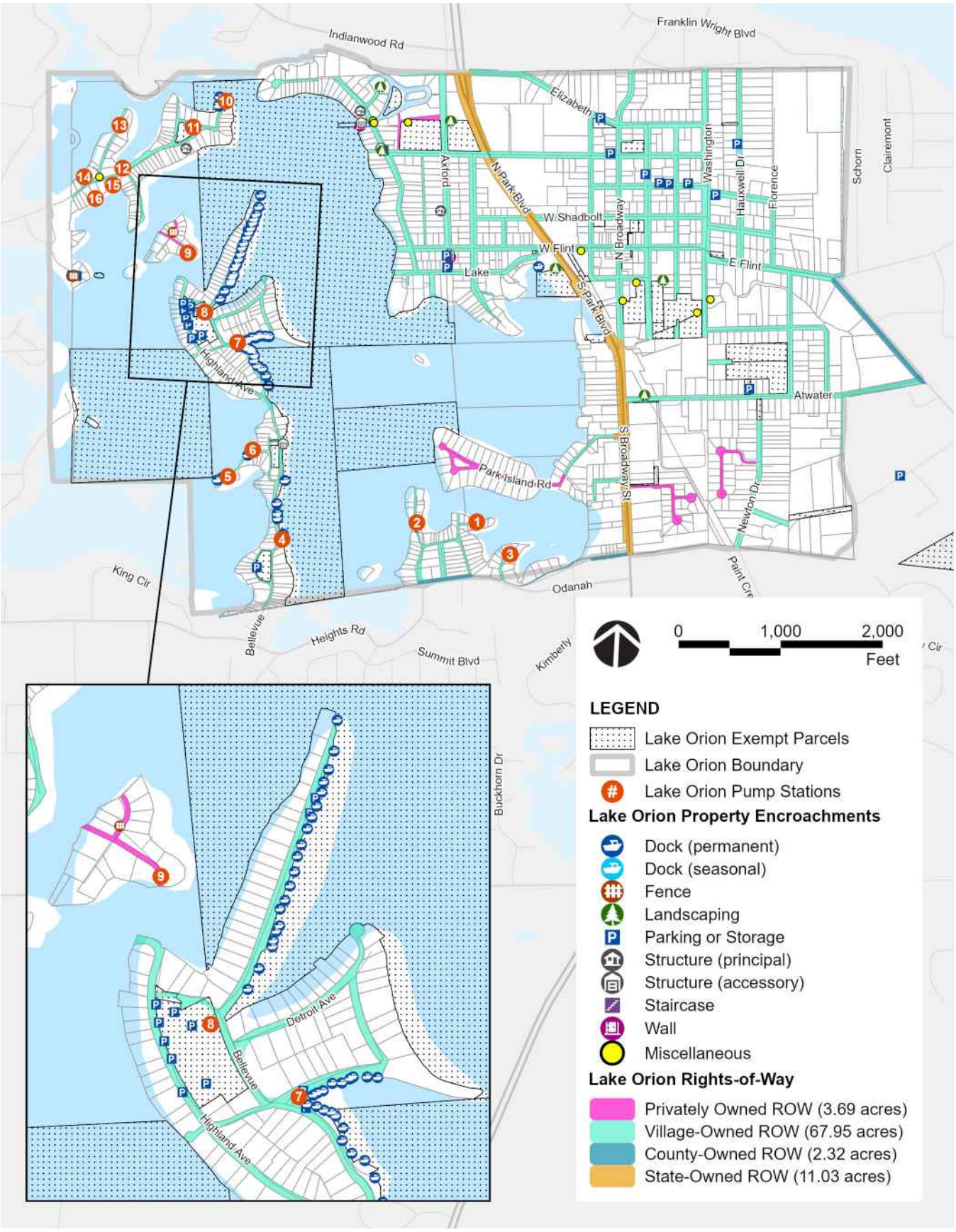
The most common type of encroachments were permanent docks. We noted several docks on the shore of the lake, many of which docked boats and watercraft. A number of docks had furniture or storage on them as well. The docks were frequently located parallel to the home or principal structure of a property separated from the lake by a road. Parking and Storage are the second most common type of encroachment. We found many instances of vehicles, trailers, construction equipment, and other items located in the right-of-way.

VILLAGE AND DDA TAX EXEMPT PARCELS AND RIGHT-OF-WAYS



3

ENCROACHMENT COLLECTOR



ENCROACHMENTS

1



Type	Dock—Permanent
Address or Location	North on the lake, 382 Oak Ln. off Barron Dr.
Notes	Wooden dock with boat, hoist

2



Type	Dock—Permanent
Address or Location	North on the lake, 382 Oak Ln. off Barron Dr.
Notes	Wooden dock

3



Type	Dock—Permanent
Address or Location	North on the lake, 382 Oak Ln. off Barron Dr.
Notes	Dock with boat hoist

4



Type	Dock—Permanent
Address or Location	400 Bellevue Ave. PIN: 09-11-108-009
Notes	Boat hoist, located in front of pump station

ENCROACHMENTS

5



Type	Dock—Permanent
Address or Location	392 Bellevue Ave. PIN: 09-11-108-009
Notes	Dock with boat hoist

6



Type	Dock—Permanent
Address or Location	370 Bellevue Ave. PIN: 09-11-108-009
Notes	Wooden dock, appears abandoned

7



Type	Dock—Permanent
Address or Location	370 Bellevue Ave. PIN: 09-11-108-009
Notes	Wooden dock, looks abandoned/sunken

8



Type	Dock—Permanent
Address or Location	330 Bellevue Ave. PIN: 09-11-108-009
Notes	Dock, stored jet-ski

ENCROACHMENTS

9



Type	Dock—Permanent
Address or Location	571 Westpointe Ct., off of Bellevue Ave.
Notes	Stairs to dock with ladder

10



Type	Dock—Permanent
Address or Location	599 Westpointe Ct., off of Bellevue Ave.
Notes	Wooden dock, appears abandoned

11



Type	Dock—Permanent
Address or Location	599 Westpointe Ct., off of Bellevue Ave.
Notes	Dock with built structure

12



Type	Dock—Permanent
Address or Location	620 Longpointe Dr., off Bellevue Ave.
Notes	Dock with ramp and boat

ENCROACHMENTS

13



Type	Dock—Permanent
Address or Location	610 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with boat, accessories, and cement blocks

14



Type	Dock—Permanent
Address or Location	600 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with boat hoist

15



Type	Dock—Permanent
Address or Location	596 Longpointe Dr., off of Bellevue Ave.
Notes	Dock and boat hoists

16



Type	Dock—Permanent
Address or Location	592 Longpointe Dr., off of Bellevue Ave.
Notes	Docks with boat hoist

ENCROACHMENTS

17



Type	Dock—Permanent
Address or Location	584 Longpointe Dr., off of Bellevue Ave.
Notes	Two docks, one with chairs, one with ladder

18



Type	Dock—Permanent
Address or Location	576 Longpointe Dr., off of Bellevue Ave.
Notes	Two docks, with boat, seating

19



Type	Dock—Permanent
Address or Location	568 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with chairs, attached boat hoist

20



Type	Dock—Permanent
Address or Location	568 Longpointe Dr., off of Bellevue Dr.
Notes	Parking block, dock

Lake Orion MICHIGAN

ENCROACHMENTS

21



Type	Dock—Permanent
Address or Location	560 Longpointe Dr., off of Bellevue Ave.
Notes	Stairs to a dock, metal storage

22



Type	Dock—Permanent
Address or Location	552 Longpointe Dr., off of Bellevue Ave.
Notes	Two wooden docks, one looks to be abandoned, landscaping, stones/wood

23



Type	Dock—Permanent
Address or Location	548 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with boat, storage, landscaping pots

24



Type	Dock—Permanent
Address or Location	44 Longpointe Dr., off of Bellevue Ave.
Notes	Multiple docks, boat hoists, metal poles

ENCROACHMENTS

25



Type	Dock—Permanent
Address or Location	540 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with steps and railing, lamppost, landscaping

26



Type	Dock—Permanent
Address or Location	532 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with railing, bench

27



Type	Dock—Permanent
Address or Location	120 Bellevue Ave., corner of Buena Vista Ave. PIN: 09-11-103-001
Notes	Permanent dock with seating, parking

28



Type	Dock—Permanent
Address or Location	120 Bellevue Ave.
Notes	Dock with boat lift

ENCROACHMENTS

29



Type	Dock—Permanent
Address or Location	528 Longpointe Dr., off of Bellevue Ave.
Notes	Cement/dock area with chairs

30



Type	Dock—Permanent
Address or Location	520 Longpointe Dr., off of Bellevue Ave.
Notes	Wooden dock with ladder, cement path, pots

31



Type	Dock—Permanent
Address or Location	512 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with ladder

32



Type	Dock—Permanent
Address or Location	504 Longpointe Dr., off of Bellevue Ave.
Notes	Dock with ladder

ENCROACHMENTS

33



Type	Dock—Permanent
Address or Location	600 Buena Vista Ave.
Notes	Built wall area, with dock, boat hoist, fence

34



Type	Dock—Permanent
Address or Location	124 Bellevue Ave.
Notes	Dock with jet ski, built structure

35



Type	Dock—Permanent
Address or Location	124 Bellevue Ave.
Notes	Dock with boat hoist, permanent structure, landscaping, ladder

36



Type	Dock—Permanent
Address or Location	132 Bellevue Ave.
Notes	Built dock with table and chairs and jet ski

ENCROACHMENTS

37



Type	Dock—Permanent
Address or Location	138 Bellevue Ave.
Notes	Pavement to a dock, boat, and boat hoist, landscaping

38



Type	Dock—Permanent
Address or Location	146 Bellevue Ave.
Notes	Pavement, dock with ladder, chairs, landscaping

39



Type	Dock—Permanent
Address or Location	152 Bellevue Ave.
Notes	Cement, dock, storage, boat stored

40



Type	Dock—Permanent
Address or Location	164 Bellevue Ave.
Notes	Paved area, steps and railing down to dock with boat hoist and jet ski

ENCROACHMENTS

41



Type	Dock—Permanent
Address or Location	170 Bellevue Ave. PIN: 09-11-103-001
Notes	Steps down to a dock, boat hoist

42



Type	Dock—Permanent
Address or Location	310 Bellevue Ave. PIN: 09-11-108-005
Notes	Dock with boat and picnic table

43



Type	Dock—Permanent
Address or Location	150 S. Park Blvd. off Lake St.
Notes	Docks were built by a private owner and transferred to Moceri during the purchase. Docks are on village-owned property.

44



Type	Dock—Seasonal
Address or Location	382 Oak Ln. PIN: 09-02-302-001
Notes	Temporary swimming accessory

ENCROACHMENTS

45



Type	Dock—Seasonal
Address or Location	587 Westpointe Ct. off of Bellevue Ave.
Notes	Dock and boat in water

46



Type	Fence
Address or Location	817 and 815 Fairview St. off Central Dr.
Notes	Wire fence separating residential properties

47



Type	Fence
Address or Location	664 Victoria Island
Notes	Wood fence

48



Type	Landscaping
Address or Location	281 S. Broadway St. off Atwater St.
Notes	Overgrown vegetation/ weeds

ENCROACHMENTS

49



Type	Landscaping
Address or Location	S. Slater/Parking lot behind 51 S. Anderson St.
Notes	Overgrown landscaping/ shrubs

50



Type	Landscaping
Address or Location	382 Oak Ln. PIN: 09-02-302-001
Notes	Planter pot

51



Type	Landscaping
Address or Location	382 Oak Ln.
Notes	Planter pot

52



Type	Landscaping
Address or Location	690 Central Dr. on the corner of Peninsular Ave.
Notes	Overgrown vegetation surrounding a pump station

ENCROACHMENTS

53



Type	Landscaping
Address or Location	817 and 815 Fairview St. off Central Dr.
Notes	Overgrown vegetation

54



Type	Landscaping
Address or Location	330 Hill St. off N. North Shore Dr.
Notes	Overgrown vegetation

55



Type	Landscaping
Address or Location	191 N. North Shore Dr. at the intersection of W. Church St.
Notes	Not structural encroachment, but mowing is sign of private maintenance of the easement

56



Type	Landscaping
Address or Location	425 N. Park Blvd. next to the cemetery
Notes	Overgrown vegetation

ENCROACHMENTS

57



Type	Landscaping
Address or Location	10 S. Park Blvd. off Lake St.
Notes	Overgrown vegetation

58



Type	Landscaping
Address or Location	10 Victoria Island
Notes	Landscaping

59



Type	Landscaping
Address or Location	754 Central Dr.
Notes	Tree/planter

60



Type	Miscellaneous—Sign
Address or Location	20 Front St., off S. Anderson St.
Notes	REVIEW: A-frame sign; may be permitted

ENCROACHMENTS

61



Type	Miscellaneous—Sign
Address or Location	135 S. Broadway St.
Notes	REVIEW: A-frame sign; may be permitted.

62



Type	Miscellaneous—Sign
Address or Location	85 W. Flint St., corner of S. Lapeer St.
Notes	Makeshift sign, encroaching on sidewalk

63



Type	Miscellaneous
Address or Location	River behind 123 S. Slater Rd.
Notes	Furniture in the creek

64



Type	Miscellaneous
Address or Location	River behind 95 Washington St. PIN: 09-01-355-002
Notes	REVIEW: Fireworks debris and trash; not a permanent encroachment but implies private use of public property.

ENCROACHMENTS

65



Type	Dock—Permanent
Address or Location	600 Buena Vista Ave.
Notes	Picnic table and dock with boat

66



Type	Dock—Permanent
Address or Location	612 Buena Vista Ave.
Notes	Stored items and dock with boat

67



Type	Parking
Address or Location	679 Grampian Ave. off of Orion Rd.
Notes	Parked car on grass

68



Type	Parking
Address or Location	387 Atwater St.
Notes	Parked cars on grass

ENCROACHMENTS

69



Type	Dock—Permanent
Address or Location	382 Oak Ln.
Notes	Stairs, dock with boat

70



Type	Miscellaneous
Address or Location	382 Oak Ln.
Notes	Back up generator

71



Type	Structure—Accessory
Address or Location	224 Lookout Ln. off Algene Dr. and Lakeview Dr.
Notes	Shed structure encroaching on pump station

72



Type	Storage
Address or Location	444 Bellevue Ave.
Notes	Trailer in shrubbery on side of road

ENCROACHMENTS

73



Type	Structure—Accessory and Parking/Storage
Address or Location	246 Bellevue Ave., along the water
Notes	Shed-like structure built on shore of the lake, along with a parked car and items stored

74



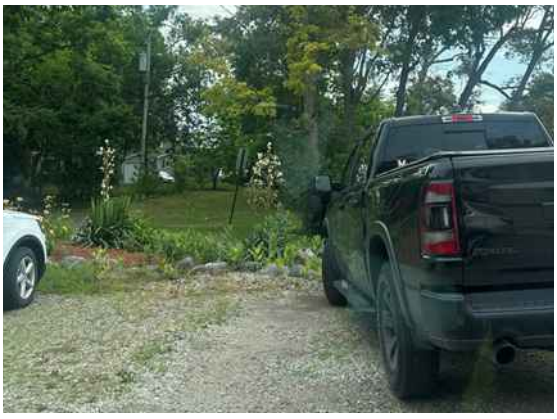
Type	Parking/Storage
Address or Location	50 Highland Ave., Open green space along Bellevue Ave.
Notes	Parked cars on grass

75



Type	Parking/Storage
Address or Location	50 Highland Ave., Open green space along Bellevue Ave.
Notes	Parked cars along grass on gravel area

76



Type	Parking/Storage
Address or Location	36 Highland Ave., Open green space along Bellevue Ave.
Notes	Parked cars along grass on gravel area

ENCROACHMENTS

77



Type	Parking/Storage
Address or Location	24 Highland Ave., Open green space along Bellevue Ave.
Notes	Parked cars in gravel area/ road

78



Type	Parking/Storage
Address or Location	27 Bellevue Ave., open green space along Bellevue Ave.
Notes	Parked car in grass

79



Type	Parking/Storage
Address or Location	27 Bellevue Ave., open green space along Bellevue Ave.
Notes	Parked cars along grave area on side of road

80



Type	Parking/Storage
Address or Location	27 Bellevue Ave., open green space along Bellevue Ave.
Notes	Parked cars along grave area on side of road

ENCROACHMENTS

81



Type	Parking/Storage
Address or Location	27 Bellevue Ave., open green space along Bellevue Ave.
Notes	Construction machinery and equipment

82



Type	Parking/Storage
Address or Location	596 Longpointe Dr.
Notes	Dock with boat hoist, jet skis

83



Type	Parking/Storage
Address or Location	540 Longpointe Dr.
Notes	Parked car

84



Type	Parking/Storage
Address or Location	532 Longpointe Dr.
Notes	Parked car

ENCROACHMENTS

85



Type	Parking/Storage
Address or Location	281 W. Flint St. along the corner of S. Axford St.
Notes	Wood posts/bollards around pump station

86



Type	Parking/Storage
Address or Location	819 Fairview St.
Notes	Driveway

87



Type	Structure—Accessory
Address or Location	819 Fairview St.
Notes	Shed Garage

88



Type	Structure—Accessory
Address or Location	819 Fairview St.
Notes	Mailbox

ENCROACHMENTS

89



Type	Parking/Storage
Address or Location	803 Fairview St.
Notes	Paved over parts of the cul-de-sac

90



Type	Parking/Storage
Address or Location	628 Buena Vista Ave. off Bellevue Ave.
Notes	Construction materials, trailer, porta potty

91



Type	Dock—Permanent
Address or Location	616 Buena Vista Ave.
Notes	Dock, built structures in grass, sand pit

92



Type	Miscellaneous—Sign
Address or Location	690 Central Dr. on the corner of Peninsular Dr.
Notes	Advertising sign

ENCROACHMENTS

93



Type	Parking/Storage
Address or Location	365 Hauxwell Dr., North of E. Jackson St.
Notes	Parked car

94



Type	Parking/Storage
Address or Location	144 N. Washington St. on the corner of W. Washington St.
Notes	Parked car

95



Type	Parking/Storage
Address or Location	209 E. Jackson St.
Notes	Parked car

96



Type	Parking/Storage
Address or Location	207 N. Slater off E. Jackson St.
Notes	Parked car

ENCROACHMENTS

97



Type	Parking/Storage
Address or Location	105 E. Jackson St., on the corner of N. Anderson
Notes	Parked trailer and cones

98



Type	Parking/Storage
Address or Location	45 E. Jackson St., on N. Anderson
Notes	Parked construction equipment and traffic cones

99



Type	Parking/Storage
Address or Location	330 W. Elizabeth St. by intersection of N. Broadway St.
Notes	Parked car

100



Type	Miscellaneous
Address or Location	340 N. Shore Dr. on the corner of Hill St.
Notes	Mailbox

ENCROACHMENTS

101



Type	Miscellaneous
Address or Location	320 N. Shore Dr.
Notes	Mailbox

102



Type	Parking/Storage
Address or Location	305 N. Broadway St. on W. Church St.
Notes	Parked Car

103



Type	Miscellaneous
Address or Location	341 N. Shore Dr.
Notes	Unknown concrete structure

104



Type	Wall
Address or Location	327 N. Shore Dr.
Notes	Retaining wall/seawall

ENCROACHMENTS

105



Type	Structure—Principal
Address or Location	349 N. Shore Dr.
Notes	House located within right-of-way

106



Type	Structure—Principal
Address or Location	565 Central Dr., around corner of Park Ave.
Notes	House located within right-of-way

107



Type	Parking/Storage
Address or Location	396 W. Church St., corner of N. Shore Dr.
Notes	Gravel parking area

108



Type	Structure—Accessory
Address or Location	305 N. Shore St., intersection of W. Church St.
Notes	Shed/garage

ENCROACHMENTS

109



Type	Miscellaneous
Address or Location	Cemetery on N. Church St., N. Channel St., near 399 N. Axford St.
Notes	Vandalized stone; not sure if part of the cemetery since it's far from other plots

110



Type	Parking/Storage
Address or Location	32 S. Axford St., on the corner of Lake St.
Notes	Parking gravel area

111



Type	Miscellaneous—Wall
Address or Location	295 Lake St., intersection of S. Axford St.
Notes	Stone bollards in yard

112



Type	Parking/Storage
Address or Location	317 W. Flint St. on S. Axford St.
Notes	Parked car

ENCROACHMENTS

113



Type	Principal—Structure
Address or Location	69 N. Axford St., North of W. Flint St.
Notes	House located within right-of-way

114



Type	Dock—Permanent & Parking/ Storage
Address or Location	601 Buena Vista Ave.
Notes	Dock, boat, furniture, items, rocks in yard

115



Type	Dock—Permanent
Address or Location	612 Buena Vista Ave.
Notes	Dock with boat lift and floating dock in water

116



Type	Dock—Permanent
Address or Location	628 Buena Vista Ave.
Notes	Dock with boat

ENCROACHMENTS

117



Type	Dock—Permanent
Address or Location	638 Buena Vista Ave.
Notes	Boat, chairs, dock, rocks

118



Type	Dock—Permanent & Parking/ Storage
Address or Location	638 Buena Vista Ave.
Notes	Boat, dock, chairs, storage, gravel parking area

119



Type	Miscellaneous—Storage
Address or Location	638 Buena Vista Ave.
Notes	Kayaks and storage next to pump station

120



Type	Dock—Permanent
Address or Location	120 Bellevue Ave.
Notes	Dock with boat

ENCROACHMENTS

121



Type	Dock—Permanent
Address or Location	120 Bellevue Ave.
Notes	Parked Car

Recommendations, Implementation, and Corrective Action

Following the conclusion of the investigation, the Village of Lake Orion may take any of the following corrective actions, but is not limited to any:

- **Condemnation**
  - » It is recommended that the Village give notice to all property owners participating of their encroachment by public notice. The Village may provide corrective options for the property owners, such as a removal of encroachment by a set number of days from the date of notice. The Village might also give property owners the option to apply for a permit, written agreement, land transfer, or variance for allowance of the encroachment. The Village may request professional surveys to determine the extent of platted bottomlands, accreted land, and "no-man's" land (unknown owner, unrecorded land), and to establish legal descriptions ensuring accurate assessment of existing encroachments.

ALTERNATE OPTIONS

- **Courts**
  - » The Village may choose to write citations or charge legal fines to the property owners with encroachments.
  - » The Village may decide to threaten legal action or take legal action to property owners with nonconforming uses.
- **Demolition**
  - » The Village may investigate the possibility of removal or demolition of any encroachments, e.g., towing vehicles parked illegally.

The Village may refer to the Lake Orion Zoning Ordinance Article 17 Nonconformities for guidance, including issues and their respective requirements. Section 17.05 provides actions the Village Council may employ.

Further, corrective actions should be prioritized to ensure the best use of Village resources that best preserves and promotes the health, safety, and welfare of the entire community.

IMPLEMENTATION

The Village of Lake Orion should submit a comprehensive list and map of all exempt properties to the Oakland County Equalization Department to fulfill the request for the tax-exempt parcel audit.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Orion Villas Stormwater Management Operations and Maintenance Agreement and Grant of Easement

BACKGROUND BRIEF:

Village Engineer Spence is requesting that Council approve a Storm Water Management Agreement for the Orion Villas condominium development on the east border of the Village located at 601 E. Flint Street. The Agreement requires that the property owner, and successor Orion Villas Condominium Association, install and maintain a storm water system on the property in accordance with approved plans and conditions. The Agreement also permits the Village to access the property to conduct inspections of the storm water system and to perform maintenance and repairs at the property owner's expense if the property owner fails to maintain the system. The Agreement also requires the property owner to record the Agreement with Oakland County Register of Deed serving notice of this Agreement for any subsequent title search.

The Village Engineer has reviewed the Stormwater Operations and Maintenance Plan (SWM Plan) and Agreement submitted by the developer for the Orion Villas condominium project and determined that the SWM Plan, exhibits, and Agreement are complete and correct. The Village Engineer recommends approval and execution of the Agreement and recording of the Memorandum of Agreement.

The Village Attorney has also reviewed and approved the Agreement as to form.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To approve the Village of Lake Orion "Orion Villas" #3021.171 Stormwater Management Operations and Maintenance Agreement and the Memorandum of Stormwater Management Operations and Maintenance Agreement and Grant of Easement for the Orion Villas condominium development located at 601 E. Flint Street, Lake Orion, Michigan, Tax Parcel Number 09-01-338-005, as reviewed and

approved by the Village Engineer and approved as to form by the Village Attorney, and to authorize the Village Manager to execute the Agreement and Memorandum of Agreement on behalf of the Village.

NF ENGINEERS

Civil Engineers | Land Surveyors | Land Planners | Geospatial Engineers

48680 Van Dyke, Ste 200 Shelby Twp, MI 48317 | P: 844-416-3364 | www.nfe-engr.com

May 8, 2026

Mr. Darwin McClary
Village Manager
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

RE: Orion Villas Final SWM Plan and Agreement
NFE Job No. N569

Dear Mr. McClary:

We have reviewed the Stormwater Operations and Maintenance Plan (SWM Plan) and Agreement provided by Robby Gjokaj, developer of the Orion Villas condominium. We find that the SWM Plan and all other Exhibits to the Agreement are complete and correct, and the Agreement includes all required aspects.

We recommend the Village sign the Agreement, as approved by the Village Attorney, and the Memorandum of Agreement be signed and recorded.

Please feel free to call or email with any questions.

Sincerely,
NOWAK & FRAUS ENGINEERS



Wendy E. Spence, PE
Sr. Project Manager

CC: Sonja Stout, Clerk/Treasurer

W:\G500-Z000 Files\N000-FILES\N569\Office\Correspondence\N569 LT-15 Recommendation to VLO SWM Plan and Agreement.docx

Village of Lake Orion "Orion Villas" #2021.171

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on May __, 2026, by and between Village of Lake Orion, a Michigan municipal corporation (the "Village"), whose address is 21 E. Church Street Lake Orion, Michigan 48362 and Robert/Justini Co LLC, a Michigan limited liability company, whose address is 969 N. Conklin Road, Lake Orion, Michigan 48362 ("Owner").

Village and Owner agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as 601 E. Flint Street, Lake Orion, Michigan 48362 (the "Subject Property"). The legal description of the Subject Property is set forth on the attached Exhibit "A."

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is described on the attached Exhibit "B."

2.2 After construction has been verified and accepted by the Village for the Stormwater System, the Owner shall file with the Village the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit "B" in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" as set forth on the attached Exhibit "C."

3.2 The Stormwater O&M plan is subject to approval by the Village and their Engineer.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its sole expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the Village and its Engineer.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Village and their Engineer.

3.6 The Owner shall retain the services of a qualified inspector as described in Requirement 1) of the attached Exhibit "C" to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the Village records of inspections (including but not limited to: logs, invoices, reports, data), maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The Village agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, and such enforcement may require compliance with a Village ordinance.

Article IV. Access and Enforcement.

4.1 The Village or its designee is authorized, at any time, to access the property as necessary to conduct inspections of the Stormwater System, implementation of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement. Upon written notification by the Village or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame as determined by the Village. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvements damaged. If the Village undertakes any maintenance or repairs for the public health, safety or welfare, or for any emergency actions, the Owner will reimburse the Village for any and all costs associated with such actions.

4.2 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete

maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the Village is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment and will be done at the Owner's sole expense.

4.3 In the case of an emergency, as determined by the Village, no notice shall be required prior to the Village performing emergency maintenance or repairs. The Village may levy the costs and expenses of such inspections, maintenance or repairs against the Owner. The Village, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Village may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including actual attorney fees.

4.4 The Owner conveys to the Village an easement over, on and in the property described in Exhibit "A" for the purpose of access to the Stormwater System for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased, to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits "B" and "C" and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at Exhibit "D" to this Agreement (the "Memorandum").

Article VII. Claims and Authority.

7.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold

Village and its employees, volunteers, appointees and/or elected officials harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever ("Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement, except if arising out of the Village's actions or in actions. This indemnity and hold harmless shall include any costs, expenses and actual attorney fees incurred by Village in connection with such Claims or the enforcement of this Agreement.

7.2 Following the completion of the installation of the stormwater system described in paragraph 3.1 above, and recording of the Master Deed establishing a condominium on the Subject Property, and PROVIDED the ongoing obligations for maintenance, inspection and repair obligations of the stormwater system are acknowledged in writing in the Memorandum by the Orion Villas Association, a Michigan nonprofit corporation, the entity created for operation and administration of the condominium (the "Association") the remaining obligations of the Owner herein with respect to the inspections, maintenance and repair of the stormwater system shall transfer to the Association.

7.3 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties.

SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW:

BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

The Owner and Village have executed this agreement on the day and year first above.

Owner:

Robert/Justini Co LLC, a Michigan limited liability company.

By: _____
Name: Robert Gjokaj
Its: Authorized Member

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on May 12, 2026 by Robert Gjokaj, Authorized Member of Robert/Justini Co LLC, a Michigan limited liability company, on behalf of the company.

_____
BARBARA A RICE, Notary Public
Oakland County
Acting in Oakland County
My Commission expires: June 29, 2030

BARBARA A RICE
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 29, 2030
Acting in the County of Oakland

Village

Village of Lake Orion, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

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

_____
_____, Notary Public
_____ County
Acting in Oakland County
My Commission expires: _____

The Association joins in execution of this Agreement for the purpose of acknowledging and agreeing to its obligation set forth in paragraph 7.2 above.

Association:

Orion Villas Association, a Michigan nonprofit corporation

By: _____
Robert Gjokaj
Its: President

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on May 12 2026 by Robert Gjokaj, President of Orion Villas Association, a Michigan non-profit corporation, on behalf of the corporation.

_____
BARBARA A RICE, Notary Public
Oakland County
Acting in Oakland County
My Commission expires: June 29, 2030

BARBARA A RICE
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 29, 2030
Acting in the County of Oakland

KIEFT ENGINEERING, INC.
PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS
5852 South Main Street, Ste #1
Clarkston, Michigan 48346
Tel: 248-625-5251
Fax: 248-625-7110
www.kiefteng.com

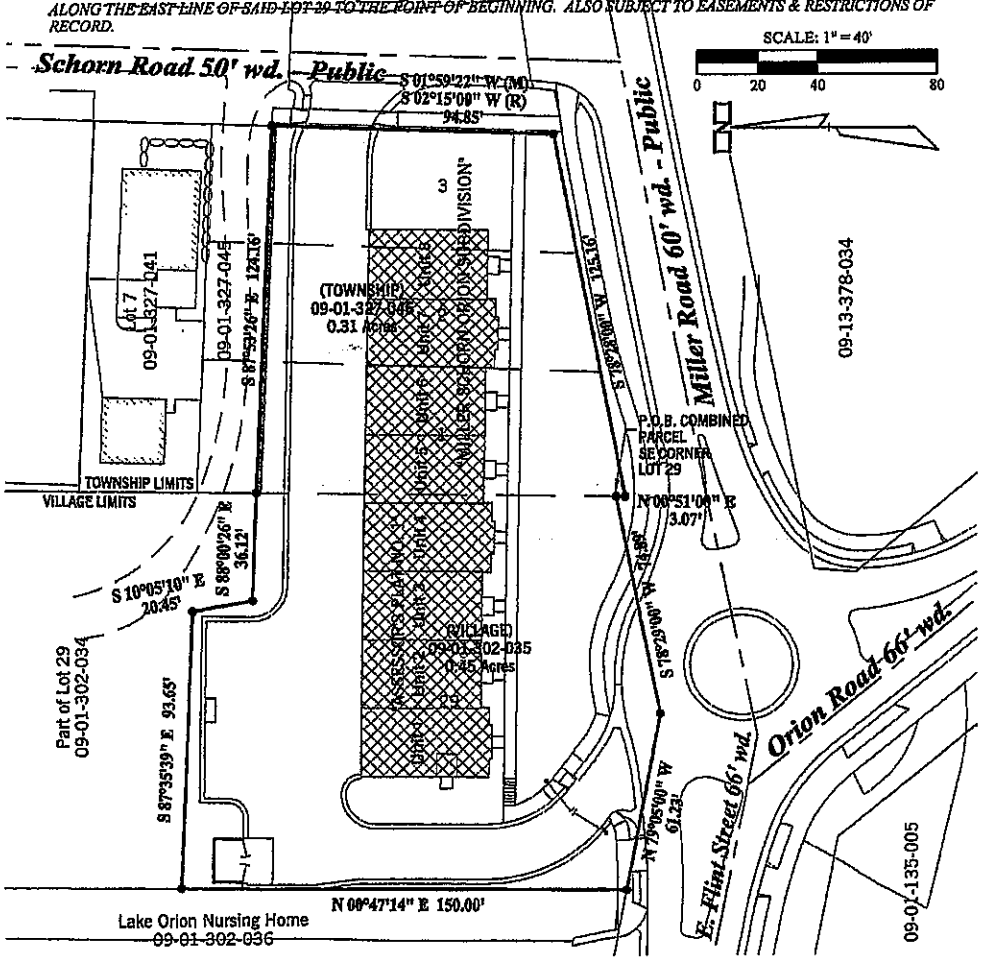
STATE OF MICHIGAN
WILLIAM JERRILL NORMAN II
NO. 4001046680
LICENSED PROFESSIONAL SURVEYOR

Survey for ROBERT GOJKAJ Date Rev. 4-11-2024 2-12-2024
Address 969 N. CONKLIN ROAD, LAKE ORION, MICHIGAN 48362 Job No. 2021.171

Sheet 1 of 1

Exhibit "A"
Orion Villas

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.



KIEFT ENGINEERING, INC.
PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS
5852 South Main Street, Ste #1
Clarkston, Michigan 48346
Tel: 248-625-5251
Fax: 248-625-7110
www.kiefteng.com

STATE OF MICHIGAN
WILLIAM JERRILL NORMAN II
NO. 4001046680
LICENSED PROFESSIONAL SURVEYOR

Survey for ROBERT GOJKAJ Date REV. 5-1-2024 2-12-2024

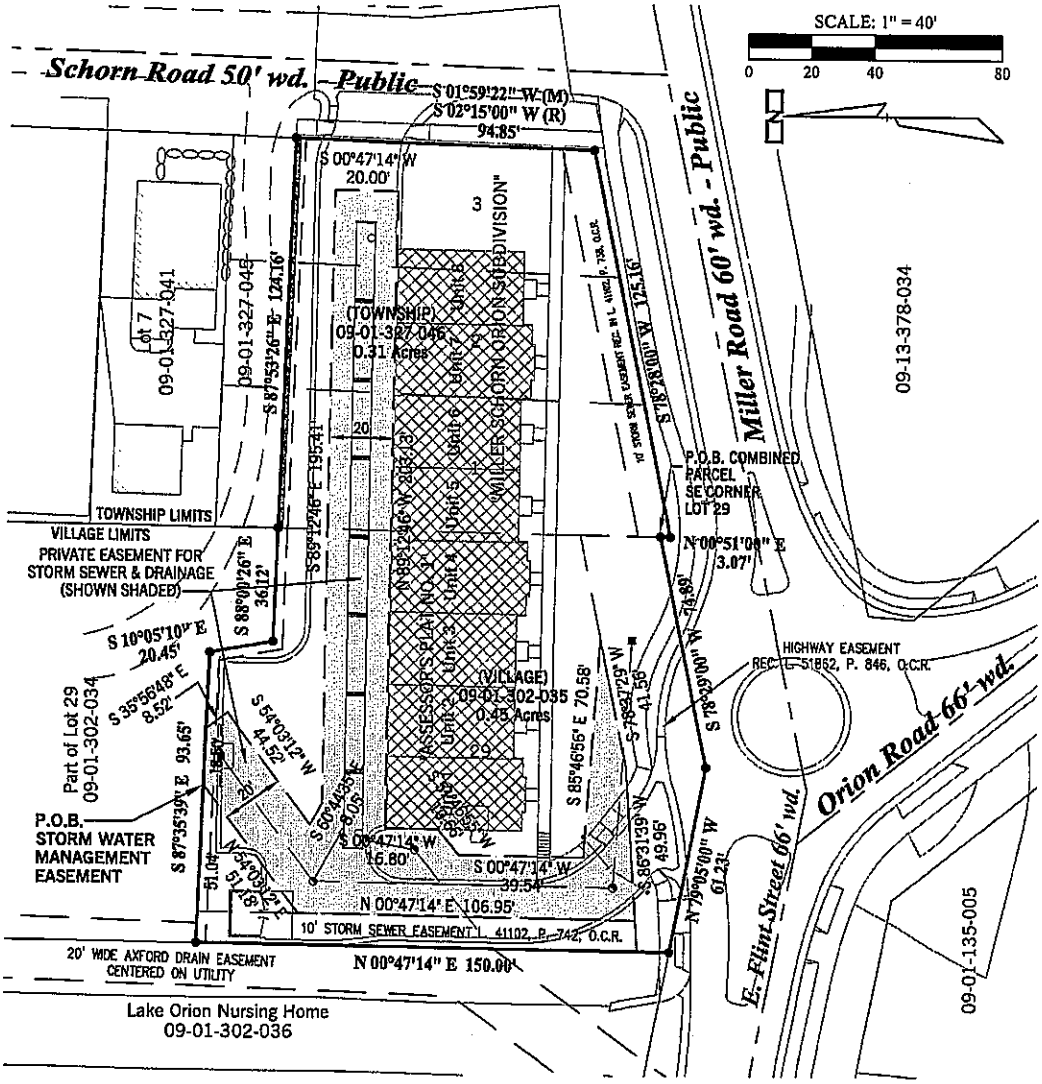
Address 969 N. CONKLIN ROAD, LAKE ORION, MICHIGAN 48362 Job No. 2021.171

Sheet 1 of 1

Exhibit "B"

Storm Water Management Easement, "Orion Villas":

A VARIABLE WIDTH EASEMENT FOR STORM WATER MANAGEMENT OVER PART OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT LOCATED S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF LOT 29 & N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29 & S 87°35'39" E 51.04 FT FROM THE SE CORNER OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS; TH CONTINUING S 87°35'39" E 18.50 FT; TH S 35°56'48" E 8.52 FT; TH S 54°03'12" W 44.52 FT; TH S 60°44'35" E 8.05 FT; TH S 89°12'46" E 195.41 FT; TH S 00°47'14" W 20.00 FT; TH N 89°12'46" W 203.13 FT; TH S 00°47'14" W 16.80 FT; TH S 51°46'55" W 10.66 FT; TH S 00°47'14" W 39.54 FT; TH S 85°46'56" E 70.58 FT; TH S 78°37'29" W 41.56 FT; TH S 86°31'39" W 49.96 FT; TH N 00°47'14" E 106.95 FT; TH N 54°03'12" E 51.18 FT TO THE POINT OF BEGINNING.



STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Exhibit "C"
STORM WATER FACILITES MAINTENANCE PLAN

The "Robert/Justini Co, LLC." owner shall be responsible for the maintenance of all storm water facilities. These facilities include the following:

- **72" Diameter Underground Detention Basin System**
- **Pretreatment Structure Manhole.**
- **Manholes, Catch Basins & Connecting Pipe Work**

The owner shall hire a qualified contractor to do the following Maintenance Schedule (including report kept on record):

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS: Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Underground Detention System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas		FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging	X	X	X	X	X		Annually
Inspect for Floatables, Dead Vegetation & Debris	X	X	X	X	X		Annually & After Major Events
Inspect for Erosion & Integrity of System	X				X		Annually & After Major Events
Inspect All Components During Wet weather & Compare	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X		Annually
Preventative Maintenance							
Remove Accumulated sediments	X	X	X	X	X		As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X	X			X		As Needed
Sweeping of Paved Surfaces					X		As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X				X		As Needed
Replace Dead Plantings & Reseed Bare Areas	X						As needed
Structural Repairs	X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X		As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

Contech® CMP Detention Inspection and Maintenance Guide

Underground stormwater detention and infiltration systems must be inspected and maintained at regular intervals for purposes of performance and longevity.

Inspection

Inspection is the key to effective maintenance of CMP detention systems and is easily performed. Contech recommends ongoing, annual inspections. Sites with high trash load or small outlet control orifices may need more frequent inspections. The rate at which the system collects pollutants will depend more on-site specific activities rather than the size or configuration of the system.

Inspections should be performed more often in equipment washdown areas, in climates where sanding and/or salting operations take place, and in other various instances in which one would expect higher accumulations of sediment or abrasive/corrosive conditions. A record of each inspection is to be maintained for the life of the system.

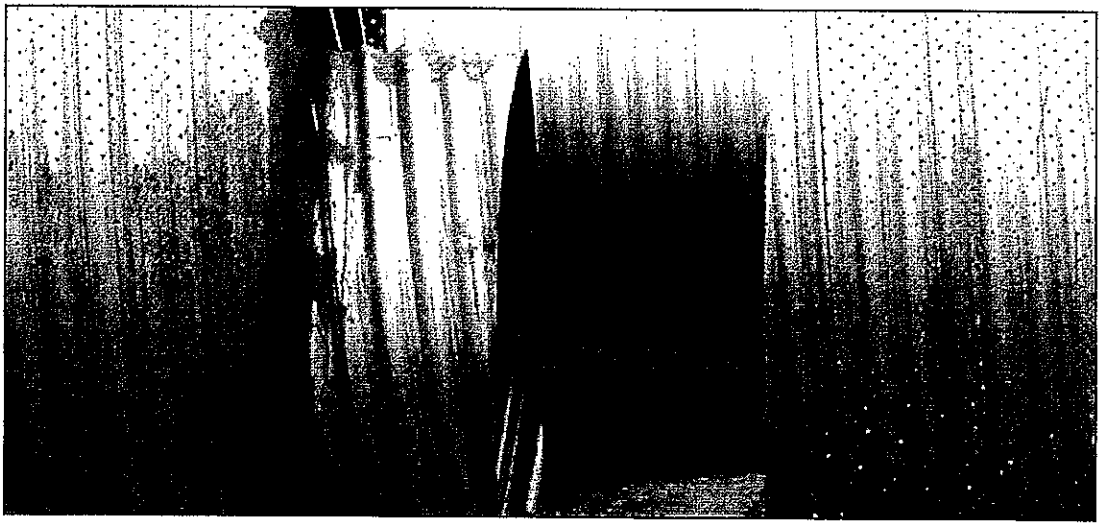
Maintenance

CMP detention systems should be cleaned when an inspection reveals accumulated sediment or trash is clogging the discharge orifice. Accumulated sediment and trash can typically be evacuated through the manhole over the outlet orifice. If maintenance is not performed as recommended, sediment and trash may accumulate in front of the outlet orifice. Manhole covers should be securely seated following cleaning activities. Contech suggests that all systems be designed with an access/inspection manhole situated at or near the inlet and the outlet orifice. Should it be necessary to get inside the system to perform maintenance activities, all appropriate precautions regarding confined space entry and OSHA regulations should be followed.

Annual inspections are best practice for all underground systems. During this inspection if evidence of salting/de-icing agents is observed within the system, it is best practice for the system to be rinsed, including above the spring line soon after the spring thaw as part of the maintenance program for the system.

Maintaining an underground detention or infiltration system is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather.

The foregoing inspection and maintenance efforts help ensure underground pipe systems used for stormwater storage continue to function as intended by identifying recommended regular inspection and maintenance practices. Inspection and maintenance related to the structural integrity of the pipe or the soundness of pipe joint connections is beyond the scope of this guide.



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CMP MAINTENANCE GUIDE 10/10 EDF

CONTECH
CMP DETENTION SYSTEMS

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ENGINEERED SOLUTIONS

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CONTECH®
ENGINEERED SOLUTIONS

Cascade Separator® Inspection and Maintenance Guide



CASCADE
separator®

Maintenance

The Cascade Separator® system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

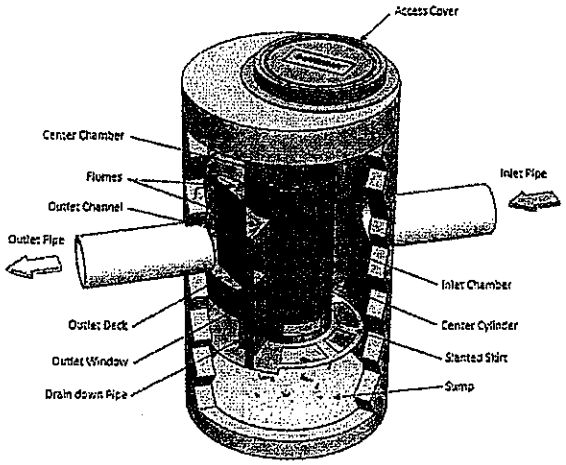
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



Cascade Separator® Maintenance Indicators and Sediment Storage Capacities

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y^3	m^3
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	2.5	0.8	0.7	0.5
CS-5	5	1.3	3	0.9	1.1	0.8
CS-6	6	1.8	3.5	1	1.6	1.2
CS-8	8	2.4	4.8	1.4	2.8	2.1
CS-10	10	3.0	6.2	1.9	4.4	3.3
CS-12	12	3.6	7.5	2.3	6.3	4.8

Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.

Cascade Separator® Inspection & Maintenance Log

Cascade Model:			Location:		
Date	Depth Below Invert to Top of Sediment[1]	Floatable Layer Thickness[2]	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The depth to sediment is determined by taking a measurement from the manhole outlet invert (standing water level) to the top of the sediment pile. Once this measurement is recorded, it should be compared to the chart in the maintenance guide to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

SUPPORT

- Drawings and specifications are available at www.ContechES.com.
- Site-specific design support is available from our engineers.

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Exhibit "D"

Memorandum of Stormwater Management Operations and Maintenance Agreement and Grant of Easement.

Robert/Justini Co LLC, a Michigan limited liability company, whose address is 969 N. Conklin Road, Lake Orion, Michigan 48362 ("Owner"), and the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 E. Church Street Lake Orion, Michigan 48362 ("Village") have entered into a Stormwater Management Operations and Maintenance Agreement dated May ___, 2026 ("Agreement") for the real property located in Village of Lake Orion, County of Oakland, State of Michigan, legally described as follows:

PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, ALSO PART OF LOTS 1, 2 & 3, "MILLER SCHORN ORION SUBDIVISION" OF PART OF THE W 1/2 OF THE E 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 36 OF PLATS, PAGE 29, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & TH N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 150.00 FT ALONG THE WEST LINE OF SAID LOT 29; TH S 87°35'39" E 93.65 FT; TH S 10°05'10" E 20.45 FT; TH S 88°00'26" E 36.12 FT TO A POINT ON THE WEST LINE OF SAID LOT 1; TH S 87°53'26" E 124.16 FT TO A POINT ON THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SCHORN ROAD; TH S 01°59'22" W (REC. AS S 02°15'00" W) 94.85 FT ALONG SAID EAST AND WEST LINES TO THE SE CORNER OF LOT 3; TH S 78°28'00" W 125.16 FT ALONG THE SOUTH LINE OF SAID LOTS 1, 2 & 3; TH N 00°51'00" E 3.07 FT TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES. SUBJECT TO A HIGHWAY EASEMENT OVER PART OF LOT 29, "ASSESSOR'S PLAT NO. 1" A SUBDIVISION OF PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 1, T4N, R10E, VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 53 OF PLATS, PAGE 52, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 29; TH S 78°29'00" W 74.89 FT & N 79°05'00" W 61.23 FT ALONG THE SOUTH LINE OF SAID LOT 29; TH N 00°47'14" E 10.25 FT ALONG THE WEST LINE OF SAID LOT 29 ; TH N 86°31'39" E 59.99 FT; TH N 78°37'29" E 75.34 FT TO A POINT ON THE EAST LINE OF SAID LOT 29; TH S 00°51'00" W 25.39 FT ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING. ALSO SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

More commonly known as: 601 E. Flint Street (the "Property")
Tax Parcel Number: 09-01-338-005

The Agreement provides for a stormwater management operation and maintenance plan for a stormwater system located on the Property. Owner also grants the Village an easement in gross, across the Property for

The Owner and Village have executed this agreement on the day and year appearing below their respective signatures.

Owner:

Robert/Justini Co LLC, a Michigan limited liability company.

By: _____
Name: Robert Gjokaj
Its: Authorized Member

Dated: May 12, 2026

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on May 12, 2026 by Robert Gjokaj, Authorized Member of Robert/Justini Co LLC, a Michigan limited liability company, on behalf of the company.

_____
BARBARA A RICE, Notary Public
Oakland County
Acting in Oakland County
My Commission expires: June 29, 2030

BARBARA A RICE
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 29, 2030
Acting in the County of _____

purpose of inspection, maintenance and management of the stormwater system should Owner and its successors and assigns in interest fail to abide by the terms of the Agreement.

The Agreement runs with the land, binds all current and future owners of the Property, and serves the Property in perpetuity.

The Village reserves the right to record a photocopy or original executed copy of the Agreement should it become necessary to enforce the obligations of the parties as set forth in the Agreement.

The Orion Villas Association, a Michigan non-profit corporation ("Association"), the entity created for operation and administration of the condominium contemplated to be developed on the Property, joins in the execution of this Memorandum to acknowledge its assumption of the Owner's responsibilities under the Agreement following the recording of the Master Deed for the Property.

SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW:

BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

Village:

Village of Lake Orion, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

Dated: _____, 2026

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

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

_____
_____, Notary Public
_____ County
Acting in Oakland County
My Commission expires: _____

The Association joins in execution of this Agreement for the purpose of acknowledging and agreeing to its obligation set forth in paragraph 7.2 above.

Association:

Orion Villas Association, a Michigan nonprofit corporation

By: _____
Robert Gjokaj
Its: President

Dated: _____, 2026

STATE OF MICHIGAN)
) ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on May ___, 2026 by Robert Gjokaj, President of Orion Villas Association, a Michigan non-profit corporation, on behalf of the corporation.

_____
BARBARA A RICE, Notary Public
OAKLAND County
Acting in Oakland County
My Commission expires: June 29, 2030

Drafted by and when recorded return to:

George A. Contis, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Road, Suite 1000
Troy, Michigan 48084

BARBARA A RICE
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 29, 2030
Acting in the County of OAKLAND

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC: 2026/2027 Cross Connections Program Services Agreement

BACKGROUND BRIEF: The Village of Lake Orion is required to maintain a Cross-Connection Control Program in accordance with requirements established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to protect the public water supply from contamination caused by backflow and cross-connections.

During a recent sanitary survey conducted by EGLE, the Village received positive recognition for ongoing infrastructure and asset management improvements, including water main replacement projects, lead service line replacement efforts, hydrant and valve maintenance, and overall system planning.

As part of the survey, EGLE also identified deficiencies within the Village's existing Cross-Connection Control Program, including the need to improve inspection tracking, compliance documentation, reporting procedures, and overall program administration consistent with Rule 1404 requirements.

Staff reviewed available providers capable of assisting the Village with administration and management of the Cross-Connection Control Program. After evaluating available options, staff determined that HydroCorp provides the most comprehensive turnkey program management solution currently identified for the Village's operational and compliance needs.

The proposed agreement includes residential and non-residential inspections, compliance tracking and reporting, customer notifications, inventory management, ordinance and program assistance, and ongoing technical support. The agreement is structured as a multi-year service contract with annual billing to support long-term regulatory compliance and program continuity.

FINANCIAL IMPACT:

Year	Annual Amount
Year 1	$22,278.01
Year 2	$23,169.13
Year 3	$24,095.90
Year 4	$25,059.74

Year	Annual Amount
Year 5	$26,062.13

RECOMMENDED MOTION: Authorize the Village Manager to enter into an agreement with HydroCorp for implementation and administration of a comprehensive Cross-Connection Control Program consistent with EGLE sanitary survey findings and Michigan Safe Drinking Water Act requirements.

HYDROCORP®

THE SAFE WATER AUTHORITY®

State of Michigan Cross Connection Control Requirements

Prepared By:
Paul Patterson, Senior Vice President
DIRECT LINE: 248.250.5022
EMAIL: ppatterson@hydrocorpinc.com



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HydroCorp Headquarters
5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com

1. Background/History of Cross Connection Rules

- State of Michigan Public Act (PA) 399, Part 14 (Michigan Safe Drinking Water Act) was codified in 1979 and has been updated several times since, most recently in 2015.

- P.A. 399, Part 14 (included in next section) requires all type 1 water systems to establish a comprehensive program to eliminate all unprotected cross connections that could potentially compromise the public water supply.

- To comply with Part 14, all water utilities are required to have a written cross connection control plan and to implement the plan. The plan must establish a time frame for certain activities. The following items are examples of what is required:

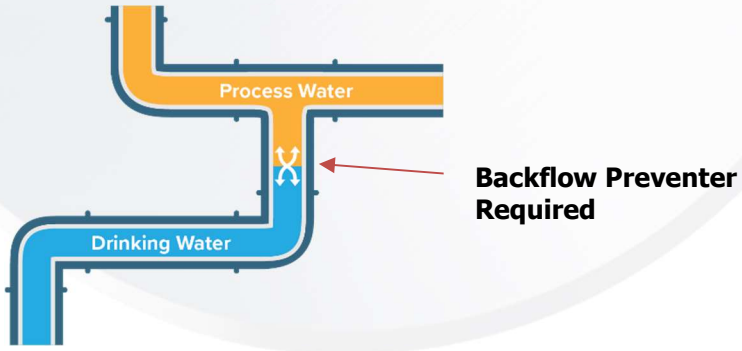
    - Annual inspection of all High Hazard water customers. Typical high hazard customers would include, but not be limited to, manufacturing plants, mortuaries, car washes, dry cleaners, and certain medical facilities.

    - A defined inspection frequency for all Low Hazard non-residential water customers (typically once every five years). Typical low hazard customers would include, but not be limited to, retail shops, office buildings/space, restaurants, and churches.

    - A defined inspection frequency for all residential water customers (typically every five to ten years).

    - Enforcement actions for non-compliant water customers via local ordinance. This typically includes water termination or a fine/fee schedule.

    - Testing requirements for all backflow prevention assemblies.



HydroCorp Headquarters
5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com

2. Public Act 399, Part 14

R 325.11401 Definitions. Rule 1401. As used in this part: (a) "Backflow" means water of questionable quality, wastes, or other contaminants entering a potable water supply system due to a reversal of flow. (b) “Unprotected cross connection” means a cross connection between a potable and non-potable system where inadequate methods are provided to prevent backflow.

History: 1979 AC; 2015 AACS.

R 325.11402 Compliance with regulations and local codes. Rule 1402. A connection with a public water supply system shall comply with existing laws, ordinances, codes, and rules including: (a) All sections of the Michigan plumbing code or the Michigan residential code pertaining to backflow and cross connection control. The codes allow for existing plumbing systems to stay as currently installed, providing they were installed properly according to the code in effect at the time of installation and they do not currently present a safety hazard. (b) Local ordinances or rules providing acceptable protection against cross connections.

History: 1979 AC; 2009 AACS; 2015 AACS.

R 325.11403 Cross-connections prohibited. Rule 1403. (1) A temporary or permanent unprotected cross connection between a public water supply system and any source, piping, or system that may contain non-potable water or other substances is prohibited. (2) Subrule (1) of this rule applies to all customer types, such as, industrial, commercial, institutional, governmental, and single and multi-unit residential. (3) Piping configurations creating the potential for water from a public distribution system to flow through a private water main or customer site piping and back into the public system are prohibited. Areas of private water main served by two or more service connections, where flow through the private system can re-enter the public system shall have cross connection control protection installed at each connection point to the public system.

History: 1979 AC; 2015 AACS.

R 325.11404 Local cross connection control programs. Rule 1404. (1) A type 1 public water supply shall develop a comprehensive control program for the elimination and prevention of all cross connections. The plan for the program shall be submitted to the department for review and approval. Supplies may use the best practices manual for cross connection control prepared by the department, office of drinking water and municipal assistance, listed in R 325.10113 when developing a cross connection control program. When the plan is approved, the water supply shall implement the program for removal of all existing cross connections and prevention of all future cross connections. (2) At a minimum, the program shall include all of the following: (a) A complete description of the method of administering the program, including the designation of inspection and enforcement agency or agencies. The local authority for implementation of the program shall be indicated, preferably by ordinance. (b) A time schedule for

inspection and reinspection of all water supply customers' premises for possible cross connections. The periodic reinspection shall be to ascertain if safe air gaps or required backflow preventers are in place. (c) A description of the methods and backflow preventers, as approved by the department, used to protect the public water supply. (d) A time schedule for the testing of all testable backflow preventers. The schedule contained in the program shall require testing at least once every 3 years. Backflow preventers installed on lawn irrigation systems with no chemical treatment may be tested once every 5 years if specified within the approved local cross connection control program. (e) A description of the time allowed for a customer to complete necessary corrections. (f) A description of the record keeping methods. (3) Upon receiving written notice from the department, a public water supply shall provide an updated program within 6 months. (4) A water supply shall report annually to the department on the status of the cross connection control program on a form provided by the department.

History: 1979 AC; 1998 AACS; 2009 AACS; 2015 AACS.

R 325.11405 Backflow preventers; tester qualifications and corrections. Rule 1405. (1) Backflow preventers shall meet the applicable ASSE or CSA standards. (2) Beginning January 1, 2018, test results of backflow preventers are valid only if testing was performed by individuals holding an active ASSE 5110 certification. (3) The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed or properly protected, after a reasonable period of time, the water supply shall shut off the water supply to the premises or physically separate the public water supply system from the onsite piping system in a manner that the 2 systems cannot again be connected by any unauthorized person.

History: 1979 AC; 1998 AACS; 2009 AACS; 2015 AACS.

R 325.11406 Piping identification. Rule 1406. When a secondary water source is used in addition to a public water supply system, exposed public water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety. If piping is so installed that it is impossible to trace it in its entirety, it will be necessary to protect the public water supply at the service connection in a manner acceptable to the department.

History: 1979 AC; 1998 AACS.

R 325.11407 Private water storage tanks. Rule 1407. A private water storage tank supplied from a public water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.

History: 1979 AC.

APPENDIX B: Sample Educational Brochure

protecting the safety of your home's drinking water

MICHIGAN

From the Hazards of Cross-Connections and Backflow



HYDROCORP®

THE SAFE WATER AUTHORITY®

What is a Cross Connection?

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution. State plumbing codes require approved backflow prevention methods to be installed at every point of potable water connection and use. Cross-Connections must be properly protected or eliminated.

Backsiphonage

May occur due to a loss of pressure in the municipal water system during a fire fighting emergency, a water main break or system repair. This creates a siphon in your plumbing system which can draw water out of a sink or bucket and back into your water or the public water system.

Backpressure

May be created when a source of pressure (such as a boiler) creates a pressure greater than the pressure supplied from the public water system. This may cause contaminated water to be pushed into your plumbing system through an unprotected cross-connection.

How does contamination occur?

When you turn on your faucet, you expect the water to be as safe as when it left the treatment plant. However, certain hydraulic conditions left unprotected within your plumbing system may allow hazardous substances to contaminate your own drinking water or even the public water supply.

Water normally flows in one direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: backsiphonage and backpressure.

Insights to protect your drinking water



Do...

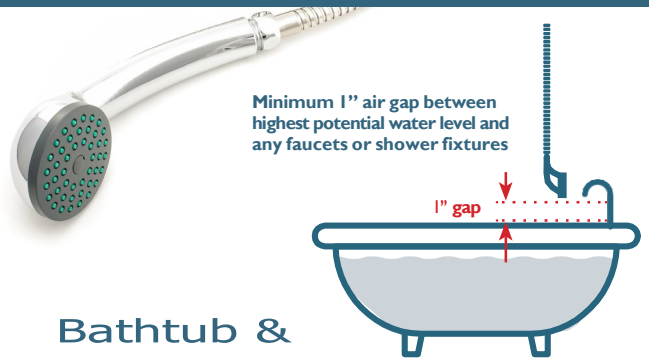
- Ensure that lawn irrigation systems have proper backflow protection. Backflow Prevention Assemblies must be tested at appropriate intervals by a certified tester, as required by your local water provider and plumbing codes.
- Verify and install a simple hose bibb vacuum breaker on all threaded faucets around your home.
- Make sure water treatment devices such as water softeners have the proper "air gap", which is a minimum of one inch above any drain.

Don't...



- Submerge hoses in buckets, pools, tubs, sinks or ponds.
- Use spray attachments without a backflow prevention device.
- Connect waste pipes from water softeners or other treatment systems directly to the sewer or submerged drain pipe. Always be sure there is a one-inch "air gap" separation.

AVOIDING BACKFLOW THROUGHOUT THE HOME

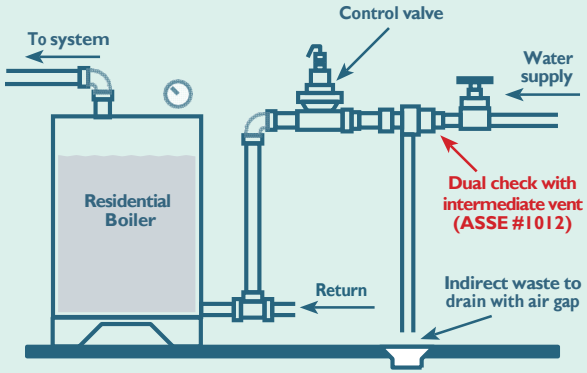


Bathtub & Shower Fixtures

A hand-held shower fixture is compliant if:

- **When shower head is hanging freely, it is at least 1" above top of the flood level rim of the bathtub**
- **Complies with ASSE#1014**
- **Has the ASME code A112.18.1 stamped on the handle**

Boilers

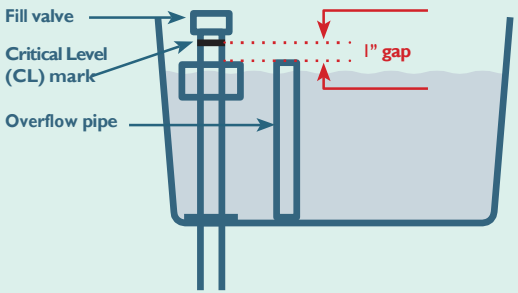


Boilers with chemical additives require an ASSE #1013 – Reduced Pressure Principle Backflow Prevention Assembly.

Toilet Tanks

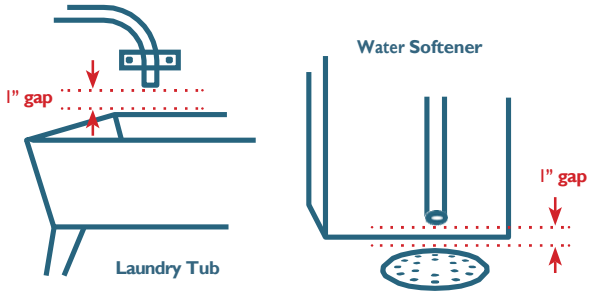
There are many unapproved toilet tank fill valve products sold at common retailers which do not meet the state plumbing code requirements for backflow prevention.

- **Look for the ASSE #1002 Standard symbol on the device and packaging.**
- **Replace any unapproved devices with an ASSE #1002 approved anti-siphon fill valve device. Average cost is typically $12 to $22 at home improvement stores.**
- **Verify overflow tube is one inch below critical level (CL) marking on the fill valve.**



Elsewhere in the Home

Always maintain an air gap of at least 1 inch between the end of drain hoses and the highest potential water level.



Home Exterior

Verify all outside faucets are protected with a hose bibb vacuum breaker of the ASSE-certified types shown below.



DID YOU KNOW?

Your water can become contaminated if connections to your plumbing system are not properly protected! The purpose of the local Cross-Connection Control Program is to ensure that everyone in the community has safe, clean drinking water.

public Health & Safety....

To avoid contamination, backflow preventers are required by state plumbing codes wherever there is an actual or potential hazard for a cross-connection. The Michigan Department of Environmental Quality (MDEQ) requires all public water suppliers to maintain an on-going Cross-Connection Control Program involving public education, onsite inspections, and if required, corrective actions by building and home owners.

For more detailed information about cross-connection control and backflow prevention in Michigan, please visit **www.hydrocorpinc.com/residential**

CORPORATE OFFICE
5700 Crooks Rd., Ste. 100
Troy, MI 48098
800.690.6651 or 248.250.5000

www.hydrocorpinc.com

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Village of Lake Orion

Village of Lake Orion
EST 1859

Agenda

- Recap/Critical Issues for Lake Orion
- HydroCorp Overview
- Project Plan
- Q&A - Confirm next steps



Critical Issues for Lake Orion

Current State/Challenges

- Compliance
  - EGLE has recently mandated that Lake Orion implement a residential CCC program adding to the existing commercial existing program.
- Labor/Administrative Burden
  - Wesley manages a team of 5 men to take care of the entire village's public works duties. Adding a residential ccc program would cause a significant labor burden.
  - The current process of entering test/inspection results manually into Silver Smith GIS system is already a tall task for the admin team, adding the residential CCC program would create an administrative nightmare.
  - Wesley wants to offload the entire program to a third party to ensure compliance with EGLE while alleviating himself and his team to focus on other priority tasks within the village.
- Accurate Records
  - Without inspections of current facilities there is a likely chance of unknown backflow prevention assemblies/ devices or potential cross connections.
- Backflow Risks
  - Unknown cross-connections

How We Address

- Initial on-site visual surveys
- Test tracking management
  - HydroCorp generates test notices (on city's official letterhead)
  - HydroCorp fields questions from customers with 1-800# on notice
- Non-compliance follow up
- Customized reporting for EGLE

Experience on Your Side

1983
Serving public works departments for more than 40 years

575
Trusted by public water systems nationwide

150
Backed by experienced team including nationally certified inspectors & surveyors

100,000+
Cross-connection surveys conducted annually

100%
Customers surveyed felt their system was safer

Project Plan

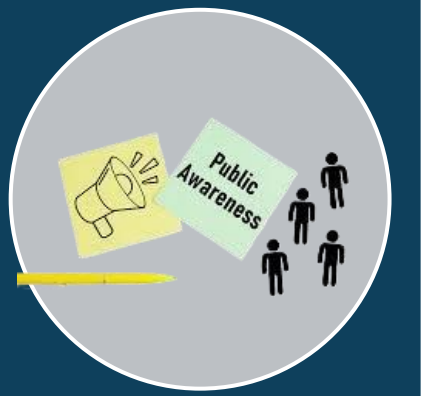


HydroCorp Turn-Key Program



Existing Plan Assessment

- Plan Review
- Ordinance Review



Public Awareness

- Program Announcement
- Establish wording and timing
- Social Media Content/Technical Images
- FAQ Webpage



On-site Inspections

- Prioritize
- Schedule
- Visual Review
- Documentation
- Corrective Action



Enforcement

- Violation Reports
- Compliance Re-inspections

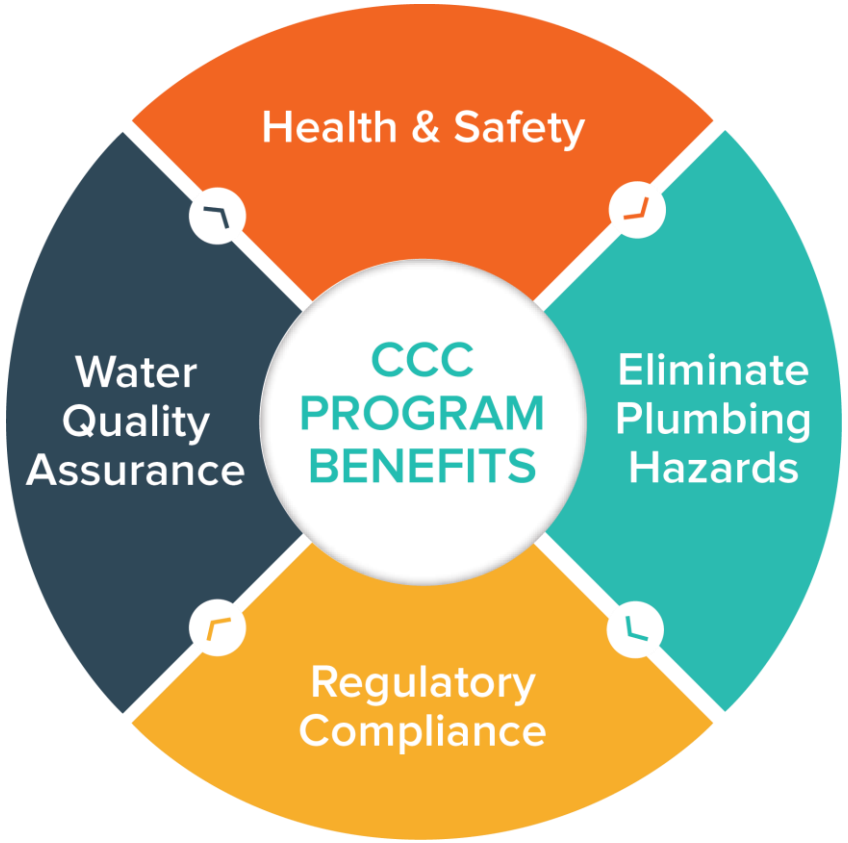


Program Management

- Dedicated Support Team
- Maintains Program Data
- Test tracking
- Annual/as needed reviews

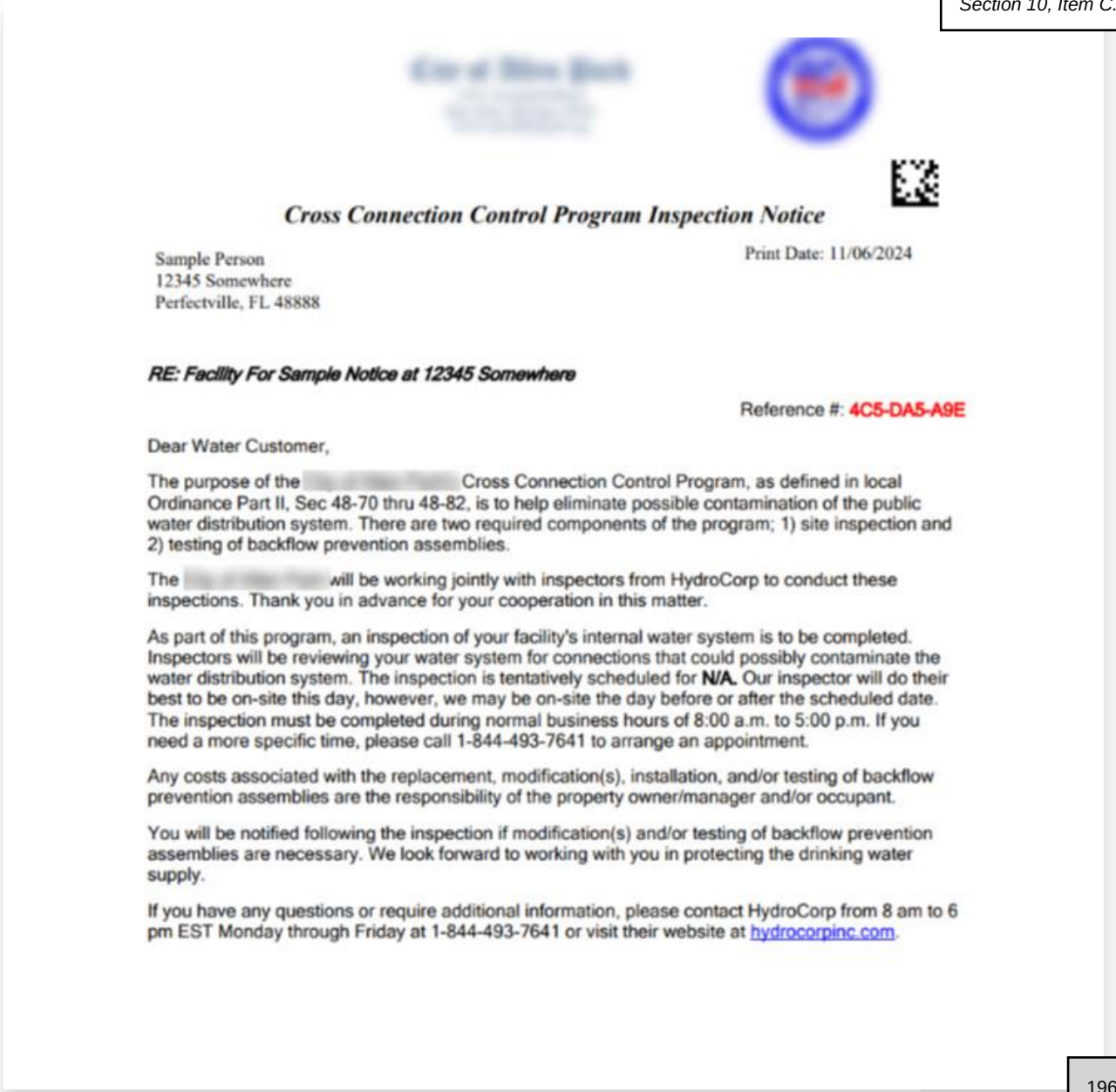
Public Awareness Toolkit includes:

1. Common Definitions and Code references
2. Sample Cross-Connection Control Program Announcement Letter
3. Digital Tri-Fold Educational Brochure - Printed versions available for fee
4. Pre-written Social Media posts/links
5. Technical images for use on Utility/City website and Social Media posts
6. Link to online video explaining the Cross-Connection Control Program
7. Public Awareness/FAQ Web Page hosted by HydroCorp (client example)



HydroCorp extends limited permission use of these digital and intellectual resources to HydroCorp clients for the duration of a Cross-Connection Control Program Service Contract.

Inspection Notice Example



Cross Connection Control Program Inspection Notice

Sample Person
12345 Somewhere
Perfectville, FL 48888

Print Date: 11/06/2024

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5-DA5-A9E

Dear Water Customer,

The purpose of the [redacted] Cross Connection Control Program, as defined in local Ordinance Part II, Sec 48-70 thru 48-82, is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

The [redacted] will be working jointly with inspectors from HydroCorp to conduct these inspections. Thank you in advance for your cooperation in this matter.

As part of this program, an inspection of your facility's internal water system is to be completed. Inspectors will be reviewing your water system for connections that could possibly contaminate the water distribution system. The inspection is tentatively scheduled for **N/A.** Our inspector will do their best to be on-site this day, however, we may be on-site the day before or after the scheduled date. The inspection must be completed during normal business hours of 8:00 a.m. to 5:00 p.m. If you need a more specific time, please call 1-844-493-7641 to arrange an appointment.

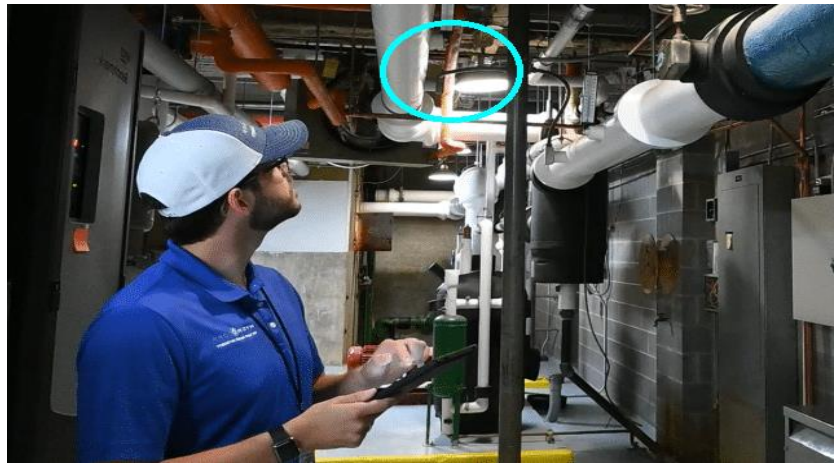
Any costs associated with the replacement, modification(s), installation, and/or testing of backflow prevention assemblies are the responsibility of the property owner/manager and/or occupant.

You will be notified following the inspection if modification(s) and/or testing of backflow prevention assemblies are necessary. We look forward to working with you in protecting the drinking water supply.

If you have any questions or require additional information, please contact HydroCorp from 8 am to 6 pm EST Monday through Friday at 1-844-493-7641 or visit their website at hydrocorpinc.com.

Facility Survey/Inspection

Visual Review & Documentation



- Numerous surveys daily in a designated client community
- Greets building owner/occupant and explains the purpose of the site visit and expectations.
- Using a tablet, surveys/assesses, and documents exiting backflow prevention devices and/or assemblies.
- Documents each backflow preventer location, size, manufacturer, model # and serial # and investigates to verify most recent test of BFP assembly
- Documents any mandatory corrective action into the HydroSoft client database

Violation Notice Example

Cross Connection Control Inspection Non-Compliance Notice

John Smith
P.O. Box 123
Perfectville, MI 48098

Print Date: 7/15/2019

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Reference Number: **933-DB1-3DB**

Dear Water Customer,

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in Local Ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

An inspection of your facility's internal water distribution system was completed on [LASTSURVEYDATE]. Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. ***All testable assemblies must be tested immediately at the time of installation.***

These requirements must be completed by [RESPONSEDATE]. After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to comply could result in discontinuation of water service.

To arrange for compliance review or if you require additional information, please contact HydroCorp at 1-844-493-7641 or visit their website at www.hydrocorpinc.com

Order #	Device Type	Qty	Comment
2	HBVB		Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose bibb by slop sink in restroom. - Re: Michigan Plumbing Code, Section 608.15.4.2.
4	VMBP		Install Backflow Preventer for Beverage Dispensing Equipment (ASSE #1022) in supply to cappuccino machine. - RE: Michigan Plumbing Code section 608.16.10

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Inspection Report

HYDROCORP
SOFTWARE BY HydroSoft

ZZ Sample-Com
Organization Inspections Conducted
Criteria:5/1/2024 - 6/7/2024

Welcome to Perfectville
POPULATION: 1
FOUNDED: 1972

Inspection Summary:

Inspections Conducted:	0	**Compliant:**	0	**Cancelled:**	0	**Initial Inspections:**	0
Facilities Inspected:	9	**Non Compliant:**	0	**Vacant:**	0	**Compliance Inspections:**	0
Scheduled:	37	**Rescheduled:**	0	**Inactive:**	0	**ReInspections:**	0
To Be Scheduled:	0	**Delayed:**	0	**Shutoff:**	0		

Inspection Detail:

Facility Name	Service Address	Scheduled	Inspected	Type	Status	Inspector
(JM) Car Wash	555 Main	05/16/2024	05/16/2024	Re-Inspection	Scheduled	Sample Sync
Circle K (Sample)	123 St.	05/16/2024	05/16/2024	Initial Inspection	Scheduled	Sample Sync
(TU) Gas Station	555 Main	05/23/2024	05/23/2024	Re-Inspection	Scheduled	Sample Sync
7 Main LLC ED X	7 N Main St	05/23/2024	05/23/2024	Initial Inspection	Scheduled	Sample Sync
Easy Bake Desserts	1919 Bakers Avenue	05/30/2024	05/30/2024	Re-Inspection	Scheduled	Select Your Name
Inspector Training - A	123 Train St.	06/04/2024	06/04/2024	Initial Inspection	Scheduled	Sample Sync
Inspector Training - C	125 Train St.	06/04/2024	06/04/2024	Initial Inspection	Scheduled	Sample Sync
Jimbobs Liquor	12345 Drunkard Ct	06/04/2024	06/04/2024	Re-Inspection	Scheduled	James Simon
K-Tool Corp	31111 Wixom RD	06/04/2024	06/05/2024	Re-Inspection	Scheduled	Select Your Name

Violation Report

HYDROCORP
SOFTWARE BY HydroSoft

ZZ Sample-Com
Violations
Criteria:5/1/2024 - 6/6/2024

Welcome to Perfectville
POPULATION: 1

Violation Summary:

Total Violations:	16
Total Facilities with Violations:	8

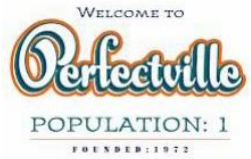
Violation Details:

Facility Name	Service Address	Order #	Location/Comments
(JM) Dry Cleaner	555 Main	1	Adjust (2) existing Anti-Siphon Ballcocks (ASSE 1002) in water closets of women's (1) and men's (1) restroom on the first floor and/or cut overflow pipe in order to provide a minimum of a 1" air gap measured from the critical level (C-L) of the device to the full opening of the overflow pipe. RE: Michigan Plumbing Code section 425.3.1
(JM) Dry Cleaner	555 Main	5	Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose threads of Hose drop located next to tire machine.
(JM) Dry Cleaner	555 Main	7	Repair/Replace missing top cover of built in atmospheric vacuum break on faucet fixture outside of wash room.
(JM) Dry Cleaner	555 Main	9	Adjust existing Anti-Siphon Ballcock (ASSE 1002) in water closet of Women's restroom and/or cut overflow pipe in order to provide a minimum of a 1" air gap measured from the critical level (C-L) of the device to the full opening of the overflow pipe. RE: Michigan Plumbing Code section 425.3.1
(JV) Sample Inspection #21	555 Main St	3	Install Anti-Frost Hose Bibb Vacuum Breaker (ASSE #1011, Watts NF8 or Equal) On Outside Hose Bibb - Re: Michigan Plumbing Code, Section 608.15.4.2.
(TU) Gas Station	555 Main	2	Install Backflow Preventer for Beverage Dispensing Equipment (ASSE #1022) in supply to carbonated beverage machine - Re: Michigan Plumbing Code table 608.16.1
Easy Bake Desserts	1919 Bakers Avenue	20	Install 1" air gap on drain of ice maker in
Jimbobs Liquor	12345 Drunkard Ct	2	DCV needed for fire protection bypass above the RPBP
Jimbobs Liquor	12345 Drunkard Ct	5	Install Reduced Pressure Backflow Prevention Assembly (ASSE #1013) in supply to water back-up sump pump.NOTE: RPBP will replace inappropriate existing vdcv
JJ's Auto Repair	555 Main St	3	Install Hose Bibb Vacuum Breaker (ASSE #1011) on hose threads of hose drop located next to tire machine
JJ's Auto Repair	555 Main St	5	Repair/replace missing top cover of built in atmospheric vacuum breaker on faucet fixture outside wash room

Address/Device Report

HYDROCORP
SOFTWARE BY HydroSoft

(TU) Dental Clinic
555 Main
Sample
Cross Connection Control Program



Backflow Preventer Summary:

Count of Existing:	7	**Initial Inspection Date:**	04/14/2017	**Last Notice Sent:**	Non Com 2
Count of Required:	3	**Last Inspection Date:**	04/14/2017	**Last Notice Date:**	12/05/2017
Inspection Freq:	12	**Current Survey Status:**	Non-Compliant	**Facility Type:**	Dental

Existing Backflow Preventers:

Ord #	Device Type	Protection	Manufacturer	Model #	Serial #	Size	RO #	Last Test	Comments
4	RRF	Restroom Fixtures	- N/A -	- N/A -		0			Restroom fixtures (4) in restrooms (4)
5	PVB	Lawn Sprinkler System	Watts	800	394623.2	1			Lawn Sprinkler System on outside east wall
6	HBIVB	Outside Hose Bibb	- N/A -	- N/A -		0			Outside Hose Bibb (2) north and south walls
7	AVB	X-ray Developer	- N/A -	- N/A -		0			X-ray developer
8	AG	Isolation	- N/A -	NA		0			Model grinder
9	HBVB	Slop Sink	- N/A -	- N/A -		0			Slop Sink in utility room
10	AVB	Isolation	- N/A -	- N/A -		0			Vacuum pump

Required Backflow Preventers:

Ord #	Device Type	Protection	Size	Comments
1	RRF	Restroom Fixtures	0	Adjust (Cut) Overflow Pipe in Water Closet of unisex Restroom in Order to Provide a Minimum of a 1" Air Gap Measured From the Critical Level (C-L) of the Existing Anti-Siphon Ballcock to the Full Opening of the Overflow Pipe. RE: Michigan Plumbing Code Section 425.3.1
2	RPBP	Dental Chair	0	Install Reduced Pressure Backflow Prevention Assembly (ASSE #1013) in supply to Dental Chairs

Project Fees – Non-res CCC Program

5 year – 1,500 Commercial Facilities & Residential Properties
Includes supplying vacuum breakers to both businesses and homeowners

Number of Inspections	# of Months	Yr 1 Annual Cost*
214/year 178 initial 36 compliance	60	$22,278.01

*Pricing based on 5-year commitment with 4% increase annually
*see proposal document for additional details
*Proposed pricing is valid for 90 days from the receipt of this proposal.

Questions/Next Steps

- Engage additional stakeholders
- Collaborate on mutually agreed project plan
- Talk through budget process
- Establish target timeline

At HydroCorp, we are committed to excellence in service and technical expertise that sets us apart as a trusted partner in protecting drinking water for communities nationwide.

HYDROCORP®

SERVICE AGREEMENT

DEVELOPED FOR

Wes Sanchez
Village Of Lake Orion, MI

17000 CROSWELL ST
West Olive, MI, 49460

3/26/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES

- Cross-Connection Control Programs
- Backflow Preventer Test Tracking
- Water Meter Replacement & Testing
- Piping Schematics
- Water Quality Management & Sampling



Corporate Office
5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646
info@hydrocorpinc.com
hydrocorpinc.com

SCOPE OF WORK..... 3-4

PROFESSIONAL SERVICE AGREEMENT..... 5-9

APPENDIX - QUALIFICATIONS..... 10

Statement of Work

HydroCorp™ ("Company") will provide the following services to the Village Of Lake Orion, MI ("Client"). This project is a beginning effort for an ongoing Cross-Connection Control Program and will provide the Village Of Lake Orion, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Village Of Lake Orion, MI and HydroCorp, you may expect completion of the following elements within a 60 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting**.** Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
  - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential & Residential Interior initial inspections, compliance inspections, and re-inspections at individual residential, industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

(a) Prioritize and schedule inspections
(b) Notify users of inspections and backflow device installation/testing requirements, if applicable
  i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
  ii. All testers are required to register & process results online
  iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
(c) Monitor inspection compliance using Company's online software management program
(d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
(e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. ***Any development work to enter facility listing in Company database will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested***. Information to include:

(a) Account Listing: Village Of Lake Orion, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
(b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
(c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
  i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review Client's comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelops for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential, industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 290 non-residential inspections and 780 residential inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of $138.60 for non-residential inspections and $103.17 for residential inspections. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract*.

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division . Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per Residential facility and up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per Non-Residential facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Annual Amount
Year 1	$22,278.01
Year 2	$23,169.13
Year 3	$24,095.90
Year 4	$25,059.74
Year 5	$26,062.13
Contract Total	$120,664.91

Contract Amount is based upon a 60 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Annually Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 7/1/2026.

Village Of Lake Orion, MI

_____

By:

Title:

HydroCorp



_____

By: Paul M. Patterson

Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "**Terms**") are the only terms which govern the provision of the professional services ("**Services**") by HydroCorp, LLC, a Michigan limited liability company ("**Company**") to the customer named on the attached statement of work, order form, proposal, or purchase order ("**Client**", and together with Company the "**Parties**" and each individually a "**Party**"). The attached statement of work, order form, proposal, or purchase order (the "**Proposal**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "**Company Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "**Deliverables**" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "**Intellectual Property Rights**" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars ($1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars ($1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business in located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business in located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections ***annually***.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Final Recommendation from Village Disincorporation Study Committee

BACKGROUND BRIEF:

The Village Disincorporation Study Committee has concluded its work and has voted to make the following recommendation to the Village Council:

> ***"TO RECOMMEND TO VILLAGE COUNCIL THAT NO ACTION BE TAKEN BY COUNCIL REGARDING DISINCORPORATION UNLESS OR UNTIL A CERTIFIED PETITION ON DISINCORPORATION IS SUBMITTED TO COUNCIL."***

Attached are the meeting minutes, agenda packet, and other distribution materials from the Committee meeting.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To accept and approve the recommendation of the Village Disincorporation Study Committee recommendation that the Village Council take no action regarding disincorporation unless or until a certified petition on disincorporation is submitted to Council.

VILLAGE DISINCORPORATION STUDY COMMITTEE

MEETING MINUTES

May 18, 2026

CALL TO ORDER

Village Manager McClary called the meeting to order at 5:00 Pm

ROLL CALL AND DETERMINATION OF QUORUM

PRESENT: Ford, Lamb, McClary, Papacek

ABSENT: Reighard, Yurgens

OTHERS PRESENT: Mark Amundson, Chief of Police
Harry Stephen, resident

It was determined that a quorum of the Committee was present for the conduct of business.

CALL TO THE PUBLIC

No comments were received from the public.

APPROVAL OF AGENDA

MOTION BY FORD, SECOND BY LAMB, TO APPROVE THE MEETING AGENDA AS PRESENTED.

Vote: Unanimous **Motion:** Carried

ELECTION OF COMMITTEE CHAIR

McClary asked for nominations for Chairperson.

Lamb nominated Papacek for the position of Chairperson. No other nominations were made.

Committee Member Papacek was elected Chairperson by unanimous consent of the Committee. Papacek assumed the Chair.

DISCUSSION ON VILLAGE DISINCORPORATION

The Committee reviewed and discussed at length the relevant provisions of the General Law Village Act regarding the process for disincorporating a village. The consensus of the

Committee is that state law provides two procedural options for Council if a certified petition is submitted to it for consideration: (1) take no action, in which case the question of whether the Village should be disincorporated would be placed on the next special or general election ballot for approval by 2/3 vote of Village electors voting on the question; or (2) adopt a resolution electing to proceed with disincorporation under Section 23 of the Act, in which case a disincorporation commission would be created, a disincorporation plan developed, and election on approval of the disincorporation plan held. Under option 2, a simply majority vote on the disincorporation plan is required. The consensus of the Committee is that Council would need legal counsel to advise it of its options prior to deciding on the process to be followed.

The Committee reviewed and discussed the charge of the Committee as contained in the minutes of the regular meeting of the Village Council held on April 27, 2026. The charge of the Committee is "to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3". McClary noted that Council Goals and Objectives #1.3 refers to investigating the imbalance between water volume purchased from the Township and sanitary sewerage volume discharged to the COSDS collection and treatment system. The objective does not appear to be relevant to the issue of Village disincorporation. The Committee concurred.

The Committee discussed concerns of some members about the role of the Village in disseminating information to the public should the matter of disincorporation be scheduled for a vote. The Committee concurred that the Village Council and Administration may be able to disseminate neutral, factual information relating to the matter but cannot advocate in favor or against the proposal. Individual Village Council members, however, may be able to take a position provided it is in their personal capacity and not as a Council Member.

MOTION BY MCCLARY, SECOND BY LAMB, TO RECOMMEND TO VILLAGE COUNCIL THAT NO ACTION BE TAKEN BY COUNCIL REGARDING DISINCORPORATION UNLESS OR UNTIL A CERTIFIED PETITION ON DISINCORPORATION IS SUBMITTED TO COUNCIL.

Vote: Unanimous **Motion:** Carried

The Committee discussed the absence from the meeting of the two citizen members of the Committee and whether a second meeting should be held for them prior to submitting the Committee's recommendation to Council. McClary stated that the Council set a deadline of June 30 to complete its work and report to Council. The second Council meeting in June is scheduled for June 22. The Committee would need to have its work done and a recommendation prepared the week prior. McClary also questioned whether the

recommendation of the Committee would be any different after a second meeting given the clear, specific language of State law relating to the disincorporation process and Council's role or options. The consensus of the Committee was to provide the absent members with the meeting minutes and materials distributed at this meeting but not to hold a second meeting.

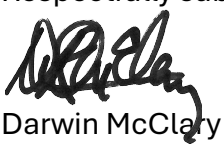
ADJOURNMENT

MOTION BY FORD, SECOND BY PAPACEK, TO ADJOURN THE COMMITTEE MEETING.

Vote: Unanimous **Motion;** Carried

The meeting of the Village Disincorporation Study Committee was adjourned at 6:13 PM.

Respectfully submitted,



Darwin McClary

Village Disincorporation Study Committee Meeting

Date | time: 5/18/2026 5:00 PM | *Location:* Village Hall Conference Room

Meeting called by: Village Manager McClary

Type of meeting: Committee

Attendees: Ford, Lamb, McClary, Papacek, Reighard, Yurgens

Please read: State Statute Excerpts

Please bring: None

Agenda Items

	Topic	Presenter	Time allotted
☐	Call to Order	Village Manager	1 min
☐	Roll Call and Determination of Quorum	Village Manager	1 min
☐	Call to the Public	Village Manager	5 min
☐	Approval of Agenda	Committee	2 min
☐	Election of Chair	Committee	5 min
☐	Discussion on Village Disincorporation	Committee	45 min
☐			
☐			
☐			
☐	Adjournment	Chair	1 min

Other Information

Special notes:

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.18a Disincorporation of village; procedure.

Sec. 18a.

(1) To initiate the disincorporation of a village, a petition signed by not less than 15% of the registered electors of the village requesting a vote on the question of whether the village shall disincorporate shall be filed with the township clerk.

(2) A petition shall designate the township or townships into which the village is proposed to be disincorporated. A village shall be disincorporated into the township or townships in which it is located, along existing township boundaries.

(3) After the petition is filed with the township clerk a petition affecting the village shall not be filed with the state boundary commission and a petition requesting disincorporation of the village into a different township shall not be filed under this act until the disincorporation process provided for by this act has concluded.

(4) Not more than 14 days after the petition is filed, the township clerk shall verify the signatures and determine the sufficiency of the petition. Unless the council proceeds under sections 23 to 23i of this chapter, if the clerk determines that the petition is sufficient, the question of the disincorporation of the village shall appear on the ballot at the next general or special election to be held in the village, subject to the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992. The township clerk shall prepare the ballot language, in substantially the following form:

"Shall incorporation of the village of _____ be vacated?

( ) Yes

( ) No".

(5) The county election commission of the county in which the greatest number of electors of the village reside shall provide ballots for the election.

(6) The clerk and election officials of each township into which the village is proposed to be disincorporated shall conduct the election on the proposed disincorporation in the village and the portions of the township outside the boundaries of the village, respectively.

(7) If the election on the proposed disincorporation is to be held in conjunction with a general election or a state primary election immediately before a general election, the notices of close of registration and election shall be published as provided for by the state election laws. Otherwise, the county clerk of the county in which the greatest number of electors of the village reside shall publish the notices of close of registration and election. The notice of close of registration shall include the ballot language of the proposal.

(8) The results of the election on the proposed disincorporation shall be canvassed by the board of county canvassers of the county in which the village is located.

(9) The disincorporation of the village shall take place under this section only if 2/3 of the electors voting on the questions vote "yes". If the disincorporation is approved, the council shall immediately cause a transcript of all the proceedings in the case to be certified to both of the following:

(a) The county clerk of the county in which the village or the principal part of the village is located.

(b) The secretary of state.

History: Add. 1988, Act 33, Imd. Eff. Feb. 25, 1988 ;-- Am. 1998, Act 254, Imd. Eff. July 13, 1998 ;-- Am. 2003, Act 305, Eff. Jan. 1, 2005 ;-- Am. 2013, Act 52, Imd. Eff. June 11, 2013

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.23e Disincorporation plan; elements to be included; findings.

Sec. 23e.

(1) The disincorporation commission may adopt a disincorporation plan for the village. Adoption of a disincorporation plan requires the affirmative vote of 2/3 of the members representing the village and 2 of the members representing each township of the disincorporation commission.

(2) The disincorporation plan shall provide an orderly process for disincorporation of the village. The disincorporation plan shall include all of the following elements:

(a) An interim land use plan and interim zoning of the property within the limits of the village.

(b) Provision for payment of all indebtedness of the village, including any outstanding judgments, or judgments that may result from pending or future litigation to which the village may become a party.

(c) Disposition of real and personal property and other assets, including funds, deposits, and investments.

(d) Disposition of all public records of the village in accordance with a records retention plan as provided by law, including files, books, and papers.

(e) Transfer or termination of employees, and contracts of employment, and disposition of employee benefits, including retirement, health and life insurance, unemployment compensation, accrued sick and vacation leave, and any other benefits.

(f) Jurisdiction over streets, roads, bridges, alleys, sidewalks, and any public easements in the village, and for their maintenance and repair, including street lights and snow removal.

(g) Jurisdiction over traffic control and traffic control devices.

(h) Provision for any special assessments or special assessment districts within the village, including, but not limited to, street maintenance, street sweeping, and private road service.

(i) The transfer or termination of public utilities and public services of the village, including, but not limited to, water, sewer, drainage, cable television, street lighting, electric service, and garbage and refuse service.

(j) Regulation or orderly transfer of responsibility for any special districts, including, but not limited to, established historic districts, downtown development districts, tax increment financing districts, and land subject to any land transfer agreements.

(k) Provision for any authorities that the village has established or in which the village is a member.

(l) Findings as to the fiscal impact of dissolution upon the township or townships into which the village is proposed to be disincorporated and the residents of the village, including the estimated revenues gained by the township and losses to each municipality from property taxes and from state revenue sharing and from gas and weight tax revenues distributed by this state to the village and any township into which the village is proposed to be disincorporated.

(m) A process for the resolution of any dispute that may arise over the implementation of the plan, if adopted, and the procedure that a party to any such dispute may utilize for this process.

(3) The disincorporation commission may make findings as to the effect of disincorporation upon collateral matters including, but not limited to, property values, public service levels and costs, and local property tax rates.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.23f Disincorporation plan; submission; ratification.

Sec. 23f.

A disincorporation plan adopted under section 23e shall be submitted to the council and to the township board of each affected township. The council and township board or boards may ratify the disincorporation plan. If the council and the township board of each affected township ratify the plan, the question of disincorporation pursuant to the plan shall be placed on the ballot pursuant to section 23g of this chapter. If the council or the township board of each affected township fails to ratify the disincorporation plan, the question of disincorporation shall be submitted to the electorate as described in section 18a of this chapter not more than 1 year after the date the disincorporation was filed under section 18a of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.23g Disincorporation plan; approval; ballot; form; special election; failure of commission to adopt plan.

Sec. 23g.

(1) If the disincorporation plan is approved under section 23f of this chapter, the clerk of the disincorporation commission shall prepare and certify to the county clerk of each county where the village is located ballot language describing the proposed disincorporation and that includes the following in substantially the following form:

"Shall the village of _____ be disincorporated pursuant to the plan adopted by the disincorporation commission?

( ) Yes

( ) No".

(2) The clerk of the disincorporation commission shall certify the proposed disincorporation for inclusion on the ballot at the next general election, the state primary immediately preceding the general election, or a special election not occurring within 45 days of a state primary or a general election, as specified by the clerk of the disincorporation commission. However, the clerk of the disincorporation commission shall not certify the proposed disincorporation for inclusion on the ballot at either of the following:

(a) An election to be held less than 60 days after the date of certification.

(b) An election to be held more than 1 year after the township clerk verifies the petition signatures and determines that the petition is sufficient under section 18a of this chapter.

(3) If a special election is requested by the clerk of the disincorporation commission, the county clerk of the county in which the greatest number of electors of the village reside shall schedule the election in compliance with section 641 of the Michigan election law, 1954 PA 116, MCL 168.641. The proposal shall be submitted to the qualified and registered electors residing in the village and each township into which the village is proposed to be disincorporated at that election.

(4) If a disincorporation commission fails to adopt a plan under section 23e of this chapter or the clerk of the disincorporation commission does not certify the proposed disincorporation for inclusion on the ballot under this section, the question of disincorporation shall be submitted to the electors as described in section 18a of this chapter not more than 1 year after the date the disincorporation petition was filed under section 18a of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998 ;-- Am. 2003, Act 305, Eff. Jan. 1, 2005

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.23h Disincorporation; approval by electors.

Sec. 23h.

(1) The proposed disincorporation is approved by the electors and shall take place pursuant to the plan adopted under section 23e of this chapter only if a majority of each of the following votes cast on the question of the proposed disincorporation are in favor of the disincorporation:

(a) The votes cast by electors of the village.

(b) The votes cast by the electors of each township into which the village is proposed to be disincorporated, counted separately, and excluding votes cast by residents of the village.

(2) Unless the proposed disincorporation is approved as provided in subsection (1), the proposed disincorporation pursuant to a plan adopted under section 23e of this chapter is disapproved by the electors and the village shall not be disincorporated pursuant to the plan.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

THE GENERAL LAW VILLAGE ACT (EXCERPT)

Act 3 of 1895

74.23i Filing new petition; limitation.

Sec. 23i.

A new petition shall not be filed under section 18a of this chapter less than 2 years after the election if the disincorporation is disapproved by the electors at an election held pursuant to section 18a or 23g of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.13 Repealed. 1998, Act 254, Imd. Eff. July 13, 1998.

Compiler's Notes: The repealed section pertained to effect of reincorporation relating to elections.

74.15 Repealed. 1998, Act 254, Imd. Eff. July 13, 1998.

Compiler's Notes: The repealed section pertained to effect of reincorporation relating to platted and subdivided land.

74.17, 74.18 Repealed. 1988, Act 33, Imd. Eff. Feb. 25, 1988.

Compiler's Notes: The repealed sections pertained to vacating incorporation of village.

74.18a Disincorporation of village; procedure.

Sec. 18a.

(1) To initiate the disincorporation of a village, a petition signed by not less than 15% of the registered electors of the village requesting a vote on the question of whether the village shall disincorporate shall be filed with the township clerk.

(2) A petition shall designate the township or townships into which the village is proposed to be disincorporated. A village shall be disincorporated into the township or townships in which it is located, along existing township boundaries.

(3) After the petition is filed with the township clerk a petition affecting the village shall not be filed with the state boundary commission and a petition requesting disincorporation of the village into a different township shall not be filed under this act until the disincorporation process provided for by this act has concluded.

(4) Not more than 14 days after the petition is filed, the township clerk shall verify the signatures and determine the sufficiency of the petition. Unless the council proceeds under sections 23 to 23i of this chapter, if the clerk determines that the petition is sufficient, the question of the disincorporation of the village shall appear on the ballot at the next general or special election to be held in the village, subject to the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992. The township clerk shall prepare the ballot language, in substantially the following form:

"Shall incorporation of the village of _____ be vacated?

( ) Yes

( ) No".

(5) The county election commission of the county in which the greatest number of electors of the village reside shall provide ballots for the election.

(6) The clerk and election officials of each township into which the village is proposed to be disincorporated shall conduct the election on the proposed disincorporation in the village and the portions of the township outside the boundaries of the village, respectively.

(7) If the election on the proposed disincorporation is to be held in conjunction with a general election or a state primary election immediately before a general election, the notices of close of registration and election shall be published as provided for by the state election laws. Otherwise, the county clerk of the county in which the greatest number of electors of the

village reside shall publish the notices of close of registration and election. The notice of close of registration shall include the ballot language of the proposal.

(8) The results of the election on the proposed disincorporation shall be canvassed by the board of county canvassers of the county in which the village is located.

(9) The disincorporation of the village shall take place under this section only if 2/3 of the electors voting on the questions vote "yes". If the disincorporation is approved, the council shall immediately cause a transcript of all the proceedings in the case to be certified to both of the following:

(a) The county clerk of the county in which the village or the principal part of the village is located.

(b) The secretary of state.

History: Add. 1988, Act 33, Imd. Eff. Feb. 25, 1988 ;-- Am. 1998, Act 254, Imd. Eff. July 13, 1998 ;-- Am. 2003, Act 305, Eff. Jan. 1, 2005 ;-- Am. 2013, Act 52, Imd. Eff. June 11, 2013

74.19 Vacating incorporation of village; submission of transcript to county board of commissioners.

Sec. 19.

Upon receiving the transcript of the proceedings in submitting to a vote of the electors the question of vacating the incorporation of any village as provided in section 18a of this chapter, the county clerk shall submit the transcript to the county board of commissioners, which shall at its next regular annual meeting pass a resolution vacating the incorporation of the village.

History: Add. 1897, Act 182, Imd. Eff. May 29, 1897 ;-- CL 1897, 2952 ;-- CL 1915, 2836 ;-- CL 1929, 1745 ;-- CL 1948, 74.19 ;-- Am. 1998, Act 254, Imd. Eff. July 13, 1998

74.20 Vacation of village incorporation; disposition of village property; assessment; levy; placement in separate fund.

Sec. 20.

(1) Upon the vacation of the incorporation of any village under sections 18a and 19 of this chapter, the officers of the village shall immediately deposit all books, papers, records, and files relating to the organization of or belonging to the village that are in their custody as village officers with the county clerk of the county in which the village or the principal part of the village is located for safe keeping and reference. The indebtedness of the vacated village, whether bonded or otherwise, shall be assessed, levied, and collected upon the territory embraced within the boundaries of the village immediately prior to the vacation. The township board of the township or townships in which the territory formerly embraced within the limits of the vacated village shall levy upon the assessment roll or rolls of the township upon the property formerly embraced within the limits of the village, the indebtedness of the village, or such portion of the village that is apportioned to the part of the territory formerly constituting the village that lies within the township as provided in subsection (2). This levy shall be made not more than 1 year after the date that the village incorporation is vacated. However, if the indebtedness falls due at a specified time, an assessment shall be made that will satisfy the indebtedness when it falls due.

(2) The taxes assessed and levied under subsection (1) shall be collected the same as other taxes, and shall be placed in a separate fund and applied to the payment of such indebtedness.

The manner of the payment of the indebtedness shall be fixed by resolution of the township board or boards described in subsection (1).

History: Add. 1897, Act 182, Imd. Eff. May 29, 1897 ;-- CL 1897, 2953 ;-- CL 1915, 2837 ;-- CL 1929, 1746 ;-- CL 1948, 74.20 ;-- Am. 1998, Act 254, Imd. Eff. July 13, 1998

74.21 Vacation of village incorporation; apportionment of indebtedness; village in more than one township or county.

Sec. 21.

(1) If the territory formerly embraced within a village vacated pursuant to sections 18a and 19 of this chapter consists of territory of 2 or more townships in the same county, the township boards shall apportion, among their townships, the amount of the indebtedness of the vacated village that each township shall bear.

(2) If a village vacated pursuant to sections 18a and 19 of this chapter was comprised of territory from 2 different counties, the county boards of commissioners of the 2 counties shall determine what portion of the indebtedness of the vacated village each county shall bear, using as a basis the last preceding assessment roll of the vacated village before its vacation. The indebtedness, when so apportioned, shall be assessed, levied, and collected as provided in section 20 of this chapter.

History: Add. 1897, Act 182, Imd. Eff. May 29, 1897 ;-- CL 1897, 2954 ;-- CL 1915, 2838 ;-- CL 1929, 1747 ;-- CL 1948, 74.21 ;-- Am. 1998, Act 254, Imd. Eff. July 13, 1998

74.22 Placing property outside corporate limits; procedure; resolution, board of supervisors.

Sec. 22.

In case any person or persons want their property placed without the corporate limits of any village, they may make application to the board of supervisors of the county in which such village is located, to change the boundaries thereof in such manner as will place the property of the person or persons applying therefor without the corporate limits of such village. Such application shall be filed with the county clerk of each county at least 10 days prior to the annual session in October of such board of supervisors, and shall be signed by 100 taxpayers of the village, or by 1/10 of the taxpayers of such village. Any person intending to apply to the board of supervisors to have his property placed without the corporate limits of any village shall give or cause to be given at least 15 days' notice of such application to the clerk of said village and by posting the same in at least 3 conspicuous public places within such village. Upon receiving the application aforesaid, the board of supervisors shall have power, by resolution, to change the boundaries of such village, as described and mentioned in such application.

History: Add. 1897, Act 182, Imd. Eff. May 29, 1897 ;-- CL 1897, 2955 ;-- CL 1915, 2839 ;-- CL 1929, 1748 ;-- CL 1948, 74.22

74.23 Resolution for election of procedures.

Sec. 23.

Not later than the next meeting of council held after the clerk verifies the petition signatures and determines the sufficiency of the petition under section 18a of this chapter, the

council may by resolution elect to proceed under this section and sections 23a to 23i of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23a Disincorporation commission; composition; appointment of members.

Sec. 23a.

(1) A disincorporation commission shall be composed of 3 members representing each township into which the village is proposed to be disincorporated and a number of members representing the village equal to the number of members representing townships.

(2) The village president with approval of the village council, shall appoint the members representing the village. The township supervisor of a township, with approval of the township board, shall appoint the members representing the township.

(3) Disincorporation commission members may be village or township officials.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23b Disincorporation commission; oath of office; vacancy.

Sec. 23b.

(1) An individual appointed to the disincorporation commission shall take the constitutional oath of office.

(2) A vacancy in the disincorporation commission is created in the manner provided in section 3 of 1846 RS 15, MCL 201.3.

(3) If a member of a disincorporation commission vacates office, the vacancy shall be filled by appointment in the same manner as provided in subsection (1).

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23c Disincorporation commission; chairperson; secretary; officers; bylaws; quorum; conducting business at public meetings.

Sec. 23c.

(1) The president of the village shall appoint 1 of the village members as chairperson of the disincorporation commission.

(2) The village clerk shall call the first meeting of the disincorporation commission and shall serve as secretary of the commission and keep its minutes and records.

(3) At its first meeting, the disincorporation commission shall elect such other officers it considers advisable.

(4) The disincorporation commission shall adopt bylaws to govern the conduct of its business.

(5) A majority of the members of the disincorporation commission constitute a quorum for the transaction of business at a meeting of the commission. A majority of the members are required for official action of the disincorporation commission.

(6) The disincorporation commission shall conduct its business at a public meeting held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275.

(7) A writing prepared, owned, used, in possession of, or retained by the disincorporation commission in the performance of an official function is subject to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23d Disincorporation commission; contract for consultants and advisors; funds.

Sec. 23d.

(1) The disincorporation commission may contract for such consultants and advisors as may be reasonably necessary in its discretion to carry out its responsibilities.

(2) The village council shall appropriate for the disincorporation commission sufficient funds for the commission to reasonably carry out its responsibilities.

(3) The disincorporation commission may accept any private or public funding.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23e Disincorporation plan; elements to be included; findings.

Sec. 23e.

(1) The disincorporation commission may adopt a disincorporation plan for the village. Adoption of a disincorporation plan requires the affirmative vote of 2/3 of the members representing the village and 2 of the members representing each township of the disincorporation commission.

(2) The disincorporation plan shall provide an orderly process for disincorporation of the village. The disincorporation plan shall include all of the following elements:

(a) An interim land use plan and interim zoning of the property within the limits of the village.

(b) Provision for payment of all indebtedness of the village, including any outstanding judgments, or judgments that may result from pending or future litigation to which the village may become a party.

(c) Disposition of real and personal property and other assets, including funds, deposits, and investments.

(d) Disposition of all public records of the village in accordance with a records retention plan as provided by law, including files, books, and papers.

(e) Transfer or termination of employees, and contracts of employment, and disposition of employee benefits, including retirement, health and life insurance, unemployment compensation, accrued sick and vacation leave, and any other benefits.

(f) Jurisdiction over streets, roads, bridges, alleys, sidewalks, and any public easements in the village, and for their maintenance and repair, including street lights and snow removal.

(g) Jurisdiction over traffic control and traffic control devices.

(h) Provision for any special assessments or special assessment districts within the village, including, but not limited to, street maintenance, street sweeping, and private road service.

(i) The transfer or termination of public utilities and public services of the village, including, but not limited to, water, sewer, drainage, cable television, street lighting, electric service, and garbage and refuse service.

(j) Regulation or orderly transfer of responsibility for any special districts, including, but not limited to, established historic districts, downtown development districts, tax increment financing districts, and land subject to any land transfer agreements.

(k) Provision for any authorities that the village has established or in which the village is a member.

(l) Findings as to the fiscal impact of dissolution upon the township or townships into which the village is proposed to be disincorporated and the residents of the village, including the estimated revenues gained by the township and losses to each municipality from property taxes and from state revenue sharing and from gas and weight tax revenues distributed by this state to the village and any township into which the village is proposed to be disincorporated.

(m) A process for the resolution of any dispute that may arise over the implementation of the plan, if adopted, and the procedure that a party to any such dispute may utilize for this process.

(3) The disincorporation commission may make findings as to the effect of disincorporation upon collateral matters including, but not limited to, property values, public service levels and costs, and local property tax rates.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23f Disincorporation plan; submission; ratification.

Sec. 23f.

A disincorporation plan adopted under section 23e shall be submitted to the council and to the township board of each affected township. The council and township board or boards may ratify the disincorporation plan. If the council and the township board of each affected township ratify the plan, the question of disincorporation pursuant to the plan shall be placed on the ballot pursuant to section 23g of this chapter. If the council or the township board of each affected township fails to ratify the disincorporation plan, the question of disincorporation shall be submitted to the electorate as described in section 18a of this chapter not more than 1 year after the date the disincorporation was filed under section 18a of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23g Disincorporation plan; approval; ballot; form; special election; failure of commission to adopt plan.

Sec. 23g.

(1) If the disincorporation plan is approved under section 23f of this chapter, the clerk of the disincorporation commission shall prepare and certify to the county clerk of each county where the village is located ballot language describing the proposed disincorporation and that includes the following in substantially the following form:

"Shall the village of _____ be disincorporated pursuant to the plan adopted by the disincorporation commission?

( ) Yes

( ) No".

(2) The clerk of the disincorporation commission shall certify the proposed disincorporation for inclusion on the ballot at the next general election, the state primary immediately preceding the general election, or a special election not occurring within 45 days of a state primary or a general election, as specified by the clerk of the disincorporation commission. However, the clerk of the disincorporation commission shall not certify the proposed disincorporation for inclusion on the ballot at either of the following:

(a) An election to be held less than 60 days after the date of certification.

(b) An election to be held more than 1 year after the township clerk verifies the petition signatures and determines that the petition is sufficient under section 18a of this chapter.

(3) If a special election is requested by the clerk of the disincorporation commission, the county clerk of the county in which the greatest number of electors of the village reside shall schedule the election in compliance with section 641 of the Michigan election law, 1954 PA 116, MCL 168.641. The proposal shall be submitted to the qualified and registered electors residing in the village and each township into which the village is proposed to be disincorporated at that election.

(4) If a disincorporation commission fails to adopt a plan under section 23e of this chapter or the clerk of the disincorporation commission does not certify the proposed disincorporation for inclusion on the ballot under this section, the question of disincorporation shall be submitted to the electors as described in section 18a of this chapter not more than 1 year after the date the disincorporation petition was filed under section 18a of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998 ;-- Am. 2003, Act 305, Eff. Jan. 1, 2005

74.23h Disincorporation; approval by electors.

Sec. 23h.

(1) The proposed disincorporation is approved by the electors and shall take place pursuant to the plan adopted under section 23e of this chapter only if a majority of each of the following votes cast on the question of the proposed disincorporation are in favor of the disincorporation:

(a) The votes cast by electors of the village.

(b) The votes cast by the electors of each township into which the village is proposed to be disincorporated, counted separately, and excluding votes cast by residents of the village.

(2) Unless the proposed disincorporation is approved as provided in subsection (1), the proposed disincorporation pursuant to a plan adopted under section 23e of this chapter is disapproved by the electors and the village shall not be disincorporated pursuant to the plan.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.23i Filing new petition; limitation.

Sec. 23i.

A new petition shall not be filed under section 18a of this chapter less than 2 years after the election if the disincorporation is disapproved by the electors at an election held pursuant to section 18a or 23g of this chapter.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.24 Modification of act.

Sec. 24.

A village incorporated under this act may locally modify this act by complying with the provisions governing the amendment of a charter under the home rule village act, 1909 PA 278, MCL 78.1 to 78.28.

History: Add. 1998, Act 254, Imd. Eff. July 13, 1998

74.25 Short title.

Sec. 25.

This act shall be known and may be cited as "the general law village act".

History: Add. 1994, Act 87, Eff. Oct. 1, 1994

Chapter XV

ELECTIONS FOR BORROWING MONEY AND ISSUING BONDS; ISSUANCE OF BONDS AND LEVY OF A TAX TO PAY PRINCIPAL AND INTEREST THEREOF.

75.1-75.12 Repealed. 1974, Act 4, Imd. Eff. Jan. 30, 1974.

Darwin McClary

From: George Dandalides
Sent: Wednesday, May 20, 2026 9:58 PM
To: Darwin McClary; Michael Lamb; Eric Papacek; Stan Ford; motorcitydirect@gmail.com; robert@printyourfile.com
Cc: Teresa Rutt; Sonja Stout; cannatech360@gmail.com
Subject: Request to include this email in the meeting packet for Tuesday's (4/26) regular council meeting
Attachments: 2026-05-18 Minutes - Village Disincorporation Study Committee 2026.pdf; Meeting Minutes - Regular Meeting - Estabilsh the Committee - 4-27-2026.pdf; Meeting Minutes - Special Meeting Goals - 4-13-2026.pdf

TO: Village Disincorporation Study Committee
FROM: Councilman George Dandalides

It is my understanding (based on the meeting minutes from the committee's May 18, 2026 meeting) that the committee has met once, concluded to take no action, and plans to make that recommendation at the upcoming regular council meeting on Tuesday May 26, 2026. ***After reading the minutes, it is clear to me that the committee did not fulfill the direction nor intent of the committee as stated by council and should reconvene to complete the task.***

Per the minutes of the Special Meeting of the Village Council held April 13, 2026 to Finalize FY 2026-27 Goals and Objectives:

> **"Objective 1.3 – Form a committee to investigate and report on Cityhood/Township consolidation.** Council Member Comparoni, Jr. expressed concern that the topic could present an ethical issue. President Rutt and Council Member Dandalides clarified that the intent was to evaluate the potential benefits and drawbacks of consolidation for taxpayers. President Rutt suggested establishing a timeframe for the work, and Council Member Dandalides indicated that the review could be completed through a subcommittee. Chief Amundson emphasized the importance of addressing the matter promptly, noting concerns that ongoing rumors could negatively affect staffing and morale. Council Member Dandalides also requested obtaining a legal opinion. Council Member Lamb discussed the general process for consolidating the Village with the Township. Council modified the objective to read: Form a committee to investigate and report on Village/Township consolidation by June 30, 2026."

Per the discussion of council at the April 13 meeting, the committee has not evaluated the potential benefits and drawbacks of consolidation for taxpayers, nor was a legal opinion obtained.

Per the minutes of the Regular Meeting of the Village Council held April 27, 2026 where the Committee was established:

> **"D. Establish Ad Hoc Village/Township Consolidation Study Committee (requested by Dandalides)**

Council Member Dandalides introduced the item as a follow-up to the Council's Annual G noted a desire to move the process forward in a timely manner, and proposed establishing an ad hoc subcommittee.

MOTION made by Council Member Dandalides, Seconded by Council Member Papacek, to establish a Council subcommittee to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3. The subcommittee would include three Council Members and the Village Manager.

Council Member Lamb suggested amending the proposed subcommittee to include two Village residents, noting that a prior committee on Cityhood benefited from resident participation and diverse perspectives, which contributed to a successful process.

President Pro Tem Ford and Council Member Papacek supported exploring the issue, noting public interest and the value of reaching a clear, informed conclusion, while Ford also expressed a personal preference for maintaining the Village. Council Member Comparoni Jr. opposed the effort, viewing it as unnecessary and counter to preserving the Village, while Council Member Moshier questioned revisiting the topic and raised concerns about cost and redundancy.

Harry Stephens suggested that meaningful analysis would require participation from both Township and Village representatives, while DDA Executive Director Gibb recommended focusing on potential shared services or cost-saving collaborations rather than full consolidation. Rosemary Ford cautioned that residents may underestimate financial implications, particularly regarding existing Village debt.

Council Member Dandalides clarified that the subcommittee's role would be limited to evaluating the process, pros, and cons, not making a final decision, before determining whether further study involving the Township is warranted.

MOTION made by Council Member Dandalides, Seconded by Council Member Lamb, to amend the previous motion and to establish a Council subcommittee to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3. The subcommittee would include three Council Members, Village Manager, and two Village residents. VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek VOTING NAY: Comparoni Jr ABSENT: Rutt MOTION: Carried

President Pro Tem Ford noted the need to select three Council members for the subcommittee. Council Members Lamb, Papacek, and Dandalides volunteered, and Council Member Dandalides noted that President Rutt had also expressed interest but was willing to defer. Council Member Lamb initially moved to appoint himself, Council Members Papacek, and Dandalides. However, the motion did not receive a second. Council Member Dandalides recommended President Pro Tem Ford for broader perspectives.

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni, to recommend Council Members Lamb, Papacek and President Pro Tem Ford to be the three Council Members for the Ad Hoc Village/Township Consolidation Study Committee. VOTING YEA: Moshier, Lamb, Dandalides, Papacek VOTING NAY: Ford ABSENT: Rutt MOTION: Carried

Council discussed the process for selecting two citizen members for the subcommittee. Co
Lamb suggested soliciting volunteers, and President Pro Tem Ford agreed, recommending outreach to the public with a set deadline for interest. Council Member Papacek noted that interested residents could also submit their names electronically. Village Manager McClary recommended directing applicants to the Clerk's Office and posting the opportunity on the Village website with an application process. Council Member Lamb then moved to have the Village Manager solicit citizen applications through the website. However, the motion did not receive a second.

Council agreed in discussion to set a timeline aligned with the next Council meeting for selecting citizen members. During discussion, Justin Yurgens volunteered to serve, and Council agreed to seek an additional interested resident."

Per the discussion of council at the April 27 meeting, the committee has not evaluated the process beyond the opinions of some of the committee members, nor evaluated the pros and cons of consolidation. Furthermore, after the recommendation of one of the committee members with full support of council, it was agreed to include two village residents, who were selected by application and a vote of council, and later excluded from the one and only meeting of the committee. Per the minutes of the Committee Meeting on May 18, 2026, those committee members in attendance rationalized the residents being excluded with:

"The Committee discussed the absence from the meeting of the two citizen members of the Committee and whether a second meeting should be held for them prior to submitting the Committee's recommendation to Council. McClary stated that the Council set a deadline of June 30 to complete its work and report to Council. The second Council meeting in June is scheduled for June 22. The Committee would need to have its work done and a recommendation prepared the week prior. McClary also questioned whether the recommendation of the Committee would be any different after a second meeting given the clear, specific language of State law relating to the disincorporation process and Council's role or options. The consensus of the Committee was to provide the absent members with the meeting minutes and materials distributed at this meeting but not to hold a second meeting."

Again, per the discussion of council at their April 13 and April 27, 2026 meetings, the residents' input that was highly valued in the discussion, was rationalized away by timing constraints that were self-imposed by council (and easily revised if needed to obtain the resident's input and fully complete the task), and based on the committee's interpretation of the process without obtaining legal opinion.

Respectfully submitted,

George Dandalides, Councilman

VILLAGE DISINCORPORATION STUDY COMMITTEE

MEETING MINUTES

May 18, 2026

CALL TO ORDER

Village Manager McClary called the meeting to order at 5:00 Pm

ROLL CALL AND DETERMINATION OF QUORUM

PRESENT: Ford, Lamb, McClary, Papacek

ABSENT: Reighard, Yurgens

OTHERS PRESENT: Mark Amundson, Chief of Police
Harry Stephen, resident

It was determined that a quorum of the Committee was present for the conduct of business.

CALL TO THE PUBLIC

No comments were received from the public.

APPROVAL OF AGENDA

MOTION BY FORD, SECOND BY LAMB, TO APPROVE THE MEETING AGENDA AS PRESENTED.

Vote: Unanimous **Motion:** Carried

ELECTION OF COMMITTEE CHAIR

McClary asked for nominations for Chairperson.

Lamb nominated Papacek for the position of Chairperson. No other nominations were made.

Committee Member Papacek was elected Chairperson by unanimous consent of the Committee. Papacek assumed the Chair.

DISCUSSION ON VILLAGE DISINCORPORATION

The Committee reviewed and discussed at length the relevant provisions of the General Law Village Act regarding the process for disincorporating a village. The consensus of the

Committee is that state law provides two procedural options for Council if a certified petition is submitted to it for consideration: (1) take no action, in which case the question of whether the Village should be disincorporated would be placed on the next special or general election ballot for approval by 2/3 vote of Village electors voting on the question; or (2) adopt a resolution electing to proceed with disincorporation under Section 23 of the Act, in which case a disincorporation commission would be created, a disincorporation plan developed, and election on approval of the disincorporation plan held. Under option 2, a simply majority vote on the disincorporation plan is required. The consensus of the Committee is that Council would need legal counsel to advise it of its options prior to deciding on the process to be followed.

The Committee reviewed and discussed the charge of the Committee as contained in the minutes of the regular meeting of the Village Council held on April 27, 2026. The charge of the Committee is "to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3". McClary noted that Council Goals and Objectives #1.3 refers to investigating the imbalance between water volume purchased from the Township and sanitary sewerage volume discharged to the COSDS collection and treatment system. The objective does not appear to be relevant to the issue of Village disincorporation. The Committee concurred.

The Committee discussed concerns of some members about the role of the Village in disseminating information to the public should the matter of disincorporation be scheduled for a vote. The Committee concurred that the Village Council and Administration may be able to disseminate neutral, factual information relating to the matter but cannot advocate in favor or against the proposal. Individual Village Council members, however, may be able to take a position provided it is in their personal capacity and not as a Council Member.

MOTION BY MCCLARY, SECOND BY LAMB, TO RECOMMEND TO VILLAGE COUNCIL THAT NO ACTION BE TAKEN BY COUNCIL REGARDING DISINCORPORATION UNLESS OR UNTIL A CERTIFIED PETITION ON DISINCORPORATION IS SUBMITTED TO COUNCIL.

Vote: Unanimous **Motion:** Carried

The Committee discussed the absence from the meeting of the two citizen members of the Committee and whether a second meeting should be held for them prior to submitting the Committee's recommendation to Council. McClary stated that the Council set a deadline of June 30 to complete its work and report to Council. The second Council meeting in June is scheduled for June 22. The Committee would need to have its work done and a recommendation prepared the week prior. McClary also questioned whether the

recommendation of the Committee would be any different after a second meeting given the clear, specific language of State law relating to the disincorporation process and Council's role or options. The consensus of the Committee was to provide the absent members with the meeting minutes and materials distributed at this meeting but not to hold a second meeting.

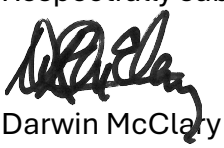
ADJOURNMENT

MOTION BY FORD, SECOND BY PAPACEK, TO ADJOURN THE COMMITTEE MEETING.

Vote: Unanimous **Motion;** Carried

The meeting of the Village Disincorporation Study Committee was adjourned at 6:13 PM.

Respectfully submitted,



Darwin McClary

MINUTES

REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, April 27, 2026

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 27, 2026 Village Council Regular Meeting was called to order at 6:30 PM by President Pro Tem Ford.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT
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

ABSENT
President Teresa Rutt

STAFF PRESENT
Village Manager Darwin McClary
Police Chief Mark Amundson
DPW Director Wes Sanchez
Deputy Clerk/Treasurer Lynsey Blough
DDA Executive Director Matthew Gibb

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni Jr., to excuse President Rutt from the April 27, 2026, Village Council Regular Meeting.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt

MOTION: Carried

4. Presentations

None.

5. Call to the Public

None.

6. Approval of Agenda

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni Jr., to approve the agenda for April 27, 2026, Village Council Regular Meeting with the following change:

- Addition of item 10E Brief Discussion of Additional CIP Funding

Council Member Dandalides questioned the need for further discussion, noting that four prior lengthy budget work sessions had already been held. Council Member Lamb responded that the Council would briefly address a few remaining outstanding topics in order to finalize them.

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

7. Consent Agenda

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

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve the April 27, 2026 Village Council Regular Meeting Consent Agenda, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

A. Receive and File the Planning Commission 2025 Annual Report and 2026 Work Plan

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to receive and file the Planning Commission 2025 Annual Report and 2026 Work Plan.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

B. Receive and File of Orion Township Building Permit Report from March 15, 2026 to April 15, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to receive and file the Orion Township Building Permit Report from March 15, 2026 to April 15, 2026, as presented.

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

C. Acceptance of Donation – (2) Electric Bicycles

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to accept the donation of two electric bicycles valued at $9,200 from Lake Orion Bike Shop along with in-kind signage services from Wildfire Signs.
Voting Yea: President Pro Tem Ford, Council Member Moshier, Council Member Lamb, Council Member Dandalides, Council Member Comparoni Jr, Council Member Papacek

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

D. Acceptance of Donated Funds from LOLA to support attendance of the Michigan Sheriffs Association (MSA) Marine Training for LOPD

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to accept a $1,300 donation from the Lake Orion Lake Association (LOLA) to support Marine Training Academy attendance for Lake Orion Police Department personnel and to approve Budget Amendment BA-2026-207-003 increasing 207-000-694-000 (Miscellaneous Revenue) by $1,300, 207301-957-000 (Education and Training) by $400, and 207-301-863-000 (Travel Expense) by $900.

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

E. Approval of Special Event – Downtown Lake Orion Cornhole League

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to adopt Resolution No. 2026-013 to approve Downtown Lake Orion Cornhole League Special Event Application and the License Agreement between the Village of Lake Orion and Lloyd Coe of the American Legion and the Sons of American Legion for the use of various Village properties scheduled every Thursday night, beginning June 4, 2026, until September 10, 2026, between 6:45PM and 9:30PM, and to authorize the Village Council President and Village Clerk to execute the agreement on behalf of the Village.

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

F. Approval of Village Council Regular Meeting Minutes April 13, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve the Village Council Regular Meeting Minutes of April 13, 2026, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

G. Approval of Village Council Special Meeting Minutes April 13, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve the Village Council Special Meeting Minutes of April 13, 2026, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

H. Approval of Village Council Special Meeting Minutes April 15, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve the Village Council Special Meeting Minutes of April 15, 2026, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

I. Approval of Village Council Special Meeting Minutes April 20, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve the Village Council Special Meeting Minutes of April 20, 2026, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

J. Receive and File of DDA Regular Meeting Minutes of March 17, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to receive and file the March 17, 2026 Regular Meeting Minutes of the Downtown Development Authority Board, as presented.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek

VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

K. Budget Amendment – Firehouse Subs Public Safety Foundation Grant (Can-Am Defender)

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to approve Budget Amendment BA-2026-207-004, increasing revenue account 207-000-528000 (Grants – Other) and expenditure account 207-301-977-000 (Capital Outlay) in the amount of $24,750, to recognize grant funding and appropriate funds for the purchase of a Can-Am Defender utility vehicle for public safety use.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

L. Receive and File of Invoice Distribution Report for April 28, 2026

MOTION made by Council Member Lamb, Seconded by Council Member Dandalides, to receive and file the bills in the amount of $195,305.30 of which $16,931.62 are DDA bills for a net total of $176,373.68and to receive and file the DDA bills.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

8. Items Removed from the Consent Agenda

9. Public Hearings

None.

10. Other Items

A. Revised Policy Assessing a Reasonable Fee for the Handling and Auditing of DDA Funds

DDA Executive Director Gibb stated for the record that the administrative fee, historically set by mutual agreement, was changed last year by Village policy with limited DDA input and now encompasses broad operational costs, including a new tax collection charge. He emphasized that while the DDA does not levy taxes, the revised fee structure significantly increases costs, approaching $78,000 when including tax collection, which has required internal budget reductions, including staffing impacts.

Village Manager McClary clarified that the base fee increase is from $62,000 to $69,000, consistent with the policy adopted after prior negotiations, and noted that similar fees existed historically. He explained that although the DDA does not levy taxes, it receives a substantial

share of collected taxes and should pay a proportional share of collection costs. He also stated that the Village cannot subsidize DDA operations and that the fee is reasonable under state law.

President Pro Tem Ford summarized that both the Village and DDA are working to manage limited resources, acknowledging the financial impact on both sides and expressing support for the DDA's contributions to the downtown while recognizing the difficulty in balancing these interests.

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni Jr, to adopt the revised Resolution Assessing a Reasonable Pro Rata Share of the Funds of the Lake Orion Downtown Development Authority for the Cost of Handling and Auditing the Funds of the DDA Against the Funds of the Authority Pursuant to MCL 125.4228(2).

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

B. Police Services Special Assessment Proposal

Village Manager Darwin McClary presented the Police Services Special Assessment proposal. He provided background on current police millages, funding structure, and the impact of DDA capture on police revenues. He explained that transitioning to a special assessment under Public Act 33 would eliminate DDA capture of police funds, fully fund police operations and capital needs, and reduce overall costs to taxpayers. He reviewed the proposed millage reductions, special assessment structure, and associated financial impacts, including effects on the DDA and long-term funding sustainability.

Council Member Alex Comparoni Jr. inquired about the impact on DDA-funded infrastructure. Village Manager McClary responded that certain funding would decrease, but alternative funding sources such as grants, utility funds, and special assessments could be utilized depending on the type of project.

Council Member Eric Papacek asked whether the projected cost savings to taxpayers would be sustainable in future years. Village Manager McClary stated that special assessments would generally remain less costly than millages, though future rates would be subject to Council determination.

Council Member Michael Lamb confirmed that the proposal would reduce overall costs to taxpayers and provide full funding for police services, and he expressed support for the proposed approach.

Council Member George Dandalides sought clarification on the calculation of taxpayer savings. Village Manager McClary clarified the distinction between comparisons to the current year and the proposed budget year, noting that while savings are shown against the proposed millage rates, the reduction compared to the prior year would be smaller.

Council Member Dandalides further distributed a comparative analysis of the proposed police special assessment and the existing millage structure. He reviewed projected taxpayer savings, impacts to the Village Infrastructure Fund (75/25), and long-term revenue implications, noting that the proposal would reduce 75/25 contributions from approximately $247,000 to $1,026 for Fiscal Year 2026–2027 and decrease cumulative 75/25 funding through 2039. He expressed concern that the proposal would provide Council greater authority to adjust funding levels without voter approval and stated he could not support the change.

Council Member Comparoni Jr. stated that while he supported the concept of fully funding police services, he shared concerns regarding the flexibility of future special assessment increases and the absence of fixed limitations. Council Member Papacek stated support for the proposal, noting the potential taxpayer savings and suggesting that safeguards or limitations could be adopted to prevent excessive future increases.

Council Member Michael Lamb voiced support for the proposal, stating that it would fully fund police services, reduce taxpayer costs, and eliminate DDA capture of police-related revenues. He characterized the annual approval process as an adequate safeguard. President Pro Tem Ford noted concerns regarding long-term infrastructure funding needs, particularly related to future water main improvements within the DDA district and questioned whether short-term taxpayer savings would outweigh future funding impacts. Village Manager Darwin McClary responded that water and sewer infrastructure improvements would continue to be funded through utility rates and advised that estimated future water main improvements could cost between $7 million and $7.5 million.

Additional Council discussion focused on balancing taxpayer savings, police funding stability, DDA infrastructure impacts, and future fiscal flexibility.

Steve Samet expressed opposition to the proposal, citing concerns that it would reduce DDA infrastructure funding, create future opportunities for increased assessments, and circumvent Headlee limitations. Harry Stevens recommended additional study of the proposal and suggested that any such change should be presented to voters as a ballot question. Rosemary Ford expressed concern regarding the increasing use of special assessments, uncertainty surrounding future increases, and the potential loss of long-term funding stability. Justin Yurgens opposed the proposal, citing concerns regarding long-term financial planning, reliance on special assessments, and transferring future rate-setting authority from voters to Council. Steve Samet reiterated that the residents present opposed the proposed change and urged Council to consider that feedback in its decision-making.

MOTION made by Council Member Lamb, Seconded by Council Member Papacek, to direct the Village Manager to prepare the final Proposed FY 2026-27 Budget reflecting the levy of special assessments for police services and capital needs rather than tax levies in accordance with the Village Manager's presentation.

VOTING YEA: Moshier, Lamb, Papacek
VOTING NAY: Ford, Dandalides, Comparoni Jr
ABSENT: Rutt
MOTION: Failed

Village Manager Darwin McClary acknowledged Council's direction and stated that administration would proceed accordingly.

C. Council Training on Meeting Decorum (requested by Dandalides)

Council Member Dandalides introduced the idea of training on meeting decorum, procedures, and Robert's Rules of Order, noting uncertainty around proper practices and expressing that such training would benefit the Council.

Council Member Papacek and Council Member Comparoni Jr. agreed that training would be beneficial, particularly for newer members, but both raised concerns about potential costs. President Pro Tem Ford supported the concept and suggested first exploring costs and possibly creating a resource for future Council members. Council Member Moshier acknowledged the value of training but emphasized budget constraints and suggested considering lower-cost or internal options.

Council Member Lamb supported additional training and advocated reinstating an orientation binder or educational materials for new members. Village Manager McClary noted that training is available through the Michigan Municipal League and that approximately $2,800 remains in the Council's training budget. Overall, Council expressed general support for training, with consensus to evaluate costs and available resources before moving forward.

MOTION made by Council Member Dandalides, Seconded by Council Member Lamb, to direct the Village Manager to investigate training possibilities for council and make a recommendation back to Council with cost consideration.

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

D. Establish Ad Hoc Village/Township Consolidation Study Committee (requested by Dandalides)

Council Member Dandalides introduced the item as a follow-up to the Council's Annual Goal Setting, noted a desire to move the process forward in a timely manner, and proposed establishing an ad hoc subcommittee.

MOTION made by Council Member Dandalides, Seconded by Council Member Papacek, to establish a Council subcommittee to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3. The subcommittee would include three Council Members and the Village Manager.

Council Member Lamb suggested amending the proposed subcommittee to include two Village residents, noting that a prior committee on Cityhood benefited from resident participation and diverse perspectives, which contributed to a successful process.

President Pro Tem Ford and Council Member Papacek supported exploring the issue, noting public interest and the value of reaching a clear, informed conclusion, while Ford also

expressed a personal preference for maintaining the Village. Council Member Comparoni Jr. opposed the effort, viewing it as unnecessary and counter to preserving the Village, while Council Member Moshier questioned revisiting the topic and raised concerns about cost and redundancy.

Harry Stephens suggested that meaningful analysis would require participation from both Township and Village representatives, while DDA Executive Director Gibb recommended focusing on potential shared services or cost-saving collaborations rather than full consolidation. Rosemary Ford cautioned that residents may underestimate financial implications, particularly regarding existing Village debt.

Council Member Dandalides clarified that the subcommittee's role would be limited to evaluating the process, pros, and cons, not making a final decision, before determining whether further study involving the Township is warranted.

MOTION made by Council Member Dandalides, Seconded by Council Member Lamb, to amend the previous motion and to establish a Council subcommittee to investigate and report on Village/Township consolidation by June 30th in support of 2026-2027 Village Council Objective 1.3. The subcommittee would include three Council Members, Village Manager, and two Village residents.

VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: Comparoni Jr
ABSENT: Rutt
MOTION: Carried

President Pro Tem Ford noted the need to select three Council members for the subcommittee. Council Members Lamb, Papacek, and Dandalides volunteered, and Council Member Dandalides noted that President Rutt had also expressed interest but was willing to defer. Council Member Lamb initially moved to appoint himself, Council Members Papacek, and Dandalides. However, the motion did not receive a second. Council Member Dandalides recommended President Pro Tem Ford for broader perspectives.

MOTION made by Council Member Lamb, Seconded by Council Member Comparoni, to recommend Council Members Lamb, Papacek and President Pro Tem Ford to be the three Council Members for the Ad Hoc Village/Township Consolidation Study Committee.

VOTING YEA: Moshier, Lamb, Dandalides, Papacek
VOTING NAY: Ford
ABSENT: Rutt
MOTION: Carried

Council discussed the process for selecting two citizen members for the subcommittee. Council Member Lamb suggested soliciting volunteers, and President Pro Tem Ford agreed, recommending outreach to the public with a set deadline for interest. Council Member Papacek noted that interested residents could also submit their names electronically. Village Manager McClary recommended directing applicants to the Clerk's Office and posting the opportunity on the Village website with an application process. Council Member Lamb then moved to have the

Village Manager solicit citizen applications through the website. However, the motion did not receive a second.

Council agreed in discussion to set a timeline aligned with the next Council meeting for selecting citizen members. During discussion, Justin Yurgens volunteered to serve, and Council agreed to seek an additional interested resident.

E. Brief Discussion of Additional CIP Funding

Council Member Lamb discussed potential approaches to funding additional CIP needs, stating that prior budget sessions revealed no surplus without service reductions. He suggested exploring revenue generation instead of staffing cuts, focusing on economic development and future tax base growth from properties coming off tax abatements or previously underutilized, including several large redevelopment sites, like the Ehman Center. He proposed reviewing whether certain properties could be removed from the TIF to increase Village tax revenue and noted prior legal opinions he believes support that approach. He also emphasized this as an alternative to budget cuts affecting personnel or services and encouraged Council consideration of these revenue strategies.

11. Call to the Public

None.

12. DDA Executive Director Comments

DDA Executive Director Gibb announced an upcoming Downtown Cleanup Day on May 9, encouraging public participation and noting strong volunteer turnout in the prior year. He also provided updates on DDA activities, including support for the upcoming Flower Fair, appreciation for Council attendance at a recent DDA meeting, and progress on the Lumberyard development project, which is moving toward planning commission review. He added that the DDA is on track to finalize its budget with the Village earlier than usual and encouraged community involvement in upcoming events.

13. Council Comments

Council Member Lamb thanked Village Manager McClary for his cost-saving efforts, emphasized that Council decisions are made in residents' best interests despite disagreements, and noted the budget process went smoothly while highlighting the need for adequate funding to sustain services, staffing and infrastructure.

Council Member Comparoni Jr. said that the evening's decision was difficult and preferred broader public input, potentially through a ballot measure. He thanked the DDA for the basketball court, noted that infrastructure upgrades can raise property values, and praised the Village's character and safety, while expressing concern that rapid growth is becoming overwhelming.

Council Member Dandalides highlighted the basketball court as a strong example of effective collaboration between the Village and DDA, noting that previously unavailable funding became feasible through DDA infrastructure funds and expressing appreciation for the DDA's support.

Council Member Moshier thanked attendees and staff, shared feedback from residents regarding toddler-friendly features at Atwater Park and concerns about pump station noise and infrastructure projects, and encouraged greater public participation in meetings. She also expressed appreciation for Village Manager McClary's presentation and acknowledged Village staff for their work.

Council Member Papacek noted the value of the evening's balanced discussion and public input, highlighted the contribution of Lake Orion Lake Association (LOLA) and Lake Orion Bike & Adventure o of local developments approved in the consent agenda, and expressed enthusiasm for local businesses, community events, and increased activity in the downtown area.

President Pro Tem Ford provided updates on Paint Creek Trail operations, including bike patrol staffing, maintenance activities, and upcoming infrastructure improvements and art installations along the trail system. He also noted increasing trail usage and rising concerns related to e-bike speed and enforcement challenges, and discussed potential education and signage efforts in partnership with local businesses. Ford supported the use of DDA and Village funds for the basketball court and emphasized continued investment across the Village while balancing multiple ongoing projects.

14. Village Manager Comments

Village Manager McClary reported on ongoing Public Works operations, including the gradual raising of Lake Orion, completion of water system flushing, and the finalization of engineering and contract documents for the Atwater Park basketball court project. He also provided updates on upcoming budget steps, the start of police collective bargaining negotiations, and noted that Council goals and objectives have been posted publicly.

DPW Director Sanchez announced that the final week of village-wide leaf pickup is underway, with a focus on Section 3 and a final pass through the entire Village, urging residents to have remaining leaves out for collection.

15. Closed Session Items

16. Business From Closed Session

17. Adjournment

MOTION made by Council Member Dandalides, Seconded by Council Member Comparoni Jr., to adjourn the April 27, 2026, Village Council Regular Meeting.
VOTING YEA: Ford, Moshier, Lamb, Dandalides, Comparoni Jr, Papacek
VOTING NAY: None
ABSENT: Rutt
MOTION: Carried

The April 27, 2026, Village Council Regular Meeting adjourned at 9:03 PM.

_____
Teresa Rutt
President

_____
Lynsey Blough, CMC
Deputy Clerk/Treasurer

_____
Sonja Stout
Clerk/Treasurer

Date Approved: as presented on May 11, 2026

MINUTES

SPECIAL MEETING OF THE VILLAGE COUNCIL

Monday, April 13, 2026

5:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The April 13, 2026 Village Council Special Meeting was called to order by President Rutt at 5:30 PM.

2. 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
Clerk/Treasurer Sonja Stout
DPW Director Wes Sanchez

3. Call to the Public

Frank Komendera shared his support for the Village of Lake Orion.

4. Other Items

A. Finalize FY 2026-27 Village Council Goals and Objectives

President Rutt stated that Council should review the items flagged by the Village Manager, which included the following objectives requiring additional clarity: Objectives 1.2, 1.4, 2.1, 2.2, 3.2, 4.1 through 4.3, and 4.6. President Rutt noted that Council could review any other goals or objectives as desired but should prioritize the items identified.

Objective 1.2 – Establish a revised process for budget development, including pre-set expenditure targets.
Council decided to eliminate this objective.

Objective 1.3 – Form a committee to investigate and report on Cityhood/Township consolidation.
Council Member Comparoni, Jr. expressed concern that the topic could present an ethical issue. President Rutt and Council Member Dandalides clarified that the intent was to evaluate the potential benefits and drawbacks of consolidation for taxpayers. President Rutt suggested establishing a timeframe for the work, and Council Member Dandalides indicated that the review could be completed through a subcommittee. Chief Amundson emphasized the importance of addressing the matter promptly, noting concerns that ongoing rumors could negatively affect staffing and morale. Council Member Dandalides also requested obtaining a legal opinion. Council Member Lamb discussed the general process for consolidating the Village with the Township.
Council modified the objective to read: *Form a committee to investigate and report on Village/Township consolidation by June 30, 2026.*

Objective 1.4 – Water Usage and Sewer Discharge Analysis.
Council modified the objective to read: *Investigate the imbalance between purchased water usage and sewer discharge and determine and quantify sources of discrepancy by December 31, 2026.*

Objective 2.1 – Analyze 75/25 Infrastructure Funding by June 30, 2026.
The Village Manager inquired whether the goal was to determine how the funds should be spent. President Rutt clarified that the intent was to identify potential projects and align them with the CIP Plan. Council Member Dandalides stated that revenues should be matched with the CIP Plan for the fiscal year. Council Member Dandalides also raised the question of timing relative to CIP planning meetings. The Village Manager explained that CIP discussions typically occur in May or June, and that discussions regarding 75/25 infrastructure funding should occur prior to those meetings.

Objective 2.2 – Investigate Alternative Funding Strategies.
Council discussed whether this objective should remain, noting that evaluating funding strategies is typically an annual process and could potentially fall under the mission, core values, or vision. Council ultimately determined to leave the objective as written.

Objective 3.1 – Children's Park Bridge and Bank Stabilization.
Council determined that these should be separated into two objectives. Objective 3.1 was modified to *Replace Children's Park Bridge.*
Objective 3.2 was modified to *Bank stabilization, prioritizing the most critical areas and identifying the most efficient method to address them.*

Objective 3.3 – Investigate and Plan for the Water Drawdown Structure Repair.
Council discussed revising the wording. The modified objective will read: *Investigate and plan for the Lake drawdown structure repair, including the development of a formal policy and implementation plan.*

Frank Komendera inquired whether sewage infrastructure was related to the drawdown structure. Council responded that sewage infrastructure is not related to this objective.

Objective 3.4 – Promote and Support Increased Funding for Parks and Recreation Programs.
Council discussed various funding opportunities, including pursuing grant funding. Council agreed to retain the objective and modify it to read*: Promote and support increased funding for Parks and Recreation programs, consider Parks and Recreation funding requests during budget sessions, and explore grant funding opportunities*

Objective 4.1 – Positive Collaborative Relationships with the DDA and Township.
Council Member Lamb stated that this matter was primarily an administrative concern rather than a Village Council responsibility, though it also reflects a political relationship. President Rutt explained that, in the past, the Village President, Village Manager, DDA Chairperson, and DDA Executive Director met monthly to maintain communication and coordination. She acknowledged past concerns regarding Council members not being included but stated that participation by the President and DDA Chairperson allowed both organizations to remain aligned. She indicated that she wanted to ensure Council supported continuing that practice.

Council Member Dandalides stated that the relationship requires improvement and suggested designating a Village Council representative to attend Township meetings to strengthen collaboration. He volunteered to serve in that capacity. Council Member Comparoni, Jr., and Pro Tem Ford expressed support for the idea.

Frank Komendera also commented on the importance of collaboration between the Village and Township.
Council agreed to leave the objective unchanged.

Objective 4.2 – Approachability and Transparency.
Council Member Lamb suggested establishing clearer rules during Council meetings regarding requests from the public for responses during public comment, noting that other municipalities handle this differently. President Rutt stated that procedures already exist and that she attempts to explain them during public comment periods. Council Member Dandalides described how the Township handles public comment. Council noted that the Village Manager often addresses questions during Village Manager comments, and Council Members may respond during Council comments.

Council Member Dandalides further suggested establishing a policy requiring all meetings to be held in Council Chambers, recorded, and live streamed, or alternatively outfitting the conference room with similar capabilities. He also suggested that the Village create a Facebook page similar to the Police Department's page. President Rutt noted potential legal and administrative concerns, including the resources required to monitor social media. Police Chief Amundson added that maintaining the Police Department's page is time-consuming.

MOTION was made by Council Member Dandalides, Seconded by Council Member Lamb, to adopt a policy requiring all Village Council meetings, both regular and special, to be held in a venue capable of being live streamed, recorded, and documented on the Village website.

President Rutt expressed concern about voting on the motion without first consulting with ONTV regarding feasibility. Council Member Dandalides stated that he had previously spoken with ONTV but requested that the item be placed on the next agenda, indicating that he would make the motion again at that time.

Council Member Lamb also requested that an agenda item be added to allow Village Council comments directed to the public. Frank Komendera suggested adjusting meeting times and expressed support for live streaming special meetings.

The *motion was withdrawn* with the intent to place the matter on a future agenda.

Objective 4.3 – Enhance and Support DPW, Police, and DDA.
Council eliminated this objective.

Objective 4.4 – Complete Ordinance Codification.
Council retained this item and renumbered it as *Objective 4.3 – Complete Ordinance Codification.*

Objective 4.5 – Finalize Engineering Standards, Ordinance Revisions, and Operations Protocol by June 30, 2026.
Council Member Lamb inquired about the timeline. The Village Manager stated that he is awaiting two additional ordinances from the attorney and believes the timeframe is attainable. The objective was renumbered to *Objective 4.4.*

Objective 4.6 – Continue to Enhance Code Enforcement Efforts.
Council eliminated this objective.

Objective 4.7 – Finish Identifying, Classifying, and Determining Use of All Village-Owned Properties.
Council renumbered this objective to *Objective 4.6* and discussed establishing a completion date. Council suggested completing the task by the first meeting in May 2026. The Village Manager noted that the final report from the planners is required before completion. President Rutt asked whether the planners could provide the report by the second meeting in May. The Village Manager responded that he would attempt to obtain the report by that time.

5. Call to the Public

6. Adjournment

MOTION made by Council Member Comparoni Jr, Seconded by President Rutt to adjourn the April 13, 2026, Village Council Special Meeting.

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

The April 13, 2026, Village Council Special Meeting adjourned at 6:28 PM.

_____ _____

Teresa Rutt
President

Sonja Stout
Clerk/Treasurer

Date Approved: as presented April 27, 2026

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Schedule Council Work Sessions – Water and Sewer Rates, Fee Schedule, and Capital Improvement Plan

BACKGROUND BRIEF:

Administration is requesting that Council schedule at least two work sessions to finalize the proposed FY 2026-27 water and sewer rates and comprehensive municipal fee schedule and the 2026-2032 Capital Improvement Plan. The work sessions should conclude by June 11 to provide time for publication of the required public notice for a public hearing on water and sewer rates to be held on June 22.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To schedule Council work sessions for the following dates and times to finalize the proposed FY 2026-27 water and sewer rates and comprehensive municipal fee schedule and the proposed 2026-2032 Capital Improvement Plan; to schedule a public hearing on the proposed FY 2026-27 water and sewer rates for Monday, June 22, 2026, at 6:30 PM; and to direct the Village Clerk to publish the required public hearing notice.

Village of Lake Orion
EST 1859

COUNCIL ACTION SUMMARY SHEET

MEETING DATE: May 26, 2026

TOPIC Schedule Public Hearing – 2026 Sidewalk Improvement Program (SWIP) District #2 Special Assessments

BACKGROUND BRIEF:

Council is being requested to schedule the public hearing on the 2026 Sidewalk Improvement Program (SWIP) District #2 special assessments for Monday, June 8, 2026, at 6:30 PM. Administration has advertised for bids for the project, and bids will be opened on May 28. Administration will then prepare the proposed special assessment list based on the results of the bids. As time is of the essence, it is necessary to schedule the public hearing at this time so that required notices can be published and mailed in time for the June 8 hearing and to permit adequate time to submit the special assessment list to the Township Assessor for inclusion on the July 2026 tax roll.

SUMMARY OF PREVIOUS COUNCIL ACTION:

02/23/2026 – Council scheduled the needs public hearing for the 2026 Sidewalk Improvement Program (SWIP) District #2 project for Monday, March 23, 2026, at 6:30 PM.

03/23/2026 – Council held the public hearing on necessity for the 2026 Sidewalk Improvement Program (SWIP) District #2 project and determined that the project was necessary.

FINANCIAL IMPACT:

The only cost to schedule the public hearing is the cost of publication and mailing of the required public hearing notices. Cost is estimated to be less than $250.00.

RECOMMENDED MOTION:

To schedule a public hearing on the 2026 Sidewalk Improvement Program (SWIP) District #2 proposed special assessments for Monday, June 8, 2026, at 6:30 PM and to direct the Village Clerk to publish and mail the required public hearing notices.

Adjoining Address	Parcel ID	Slabs (flags)	Area_sqft_4"	Area_sqft_6"	Total Area (sqft)	Total Cost	Description	Additional Notes
140 Saber Way	9-11-230-007	2	50		50	$705.00	Settling	
153 Atwater	9-11-228-005	2	125		125	$1,762.50	Cracked	
155 Atwater St	9-11-228-005	10	160		160	$2,256.00	Settling, Cracking	
199 S. Broadway	9-11-228-027	3	75		75	$1,057.50	Settling	
212 Atwater St	9-11-229-011	11	220		220	$3,102.00	Alligator Cracking, Cracking	
227 Atwater St	9-11-228-024	6	96	40	136	$2,011.60	Cracked, Uneven Surface, Settling	
237 Atwater St	9-11-228-025	7	112		112	$1,579.20	Cracked, Settling	
244 N. Broadway	9-02-438-001	2	32		32	$451.20	Uneven Surfaces	
262 Atwater	9-12-151-001	2		32	32	$526.40	Cracking, Settling	
281 S. Broadway	9-11-228-026	3	75		75	$1,057.50	Settling, Cracked	
295 S Broadway	9-11-278-070	3	72t	50t	122	$2,952.40	Heaving	Paint Creek Trail
295 S. Broadway	9-11-278-070	3	75		75	$1,057.50	Cracking	Paint Creek Trail
300 Atwater	9-12-151-010	1		16	16	$263.20	Settling	
315 Atwater	9-12-102-003	5	48	40	88	$1,334.80	Cracks	
316 Newton Dr	9-12-151-044	1	16		16	$225.60	Heaving	
319 Newton Dr	9-12-153-039	2	32		32	$451.20	Alligator Cracking	
324 Atwater	9-12-151-041	2	32		32	$451.20	Settling	
325 Atwater St	9-12-102-004	3	48	60	108	$1,663.80	Water Pooling, Settling	
338 Atwater	9-12-151-042	2	32		32	$451.20	Settling	
339 Atwater	9-12-102-005	4	48	20	68	$1,005.80	Cracks, Settling, Uneven Surfaces	
339 Newton Dr	9-12-153-018	2	32		32	$451.20	Settling	
344 Newton Dr	9-12-151-015	7	112		112	$1,579.20	Heaving	
345 Newton Dr	9-12-153-019	2	32		32	$451.20	Settling	
348 Atwater	9-12-151-005	2	32		32	$451.20	Cracks	
356 Newton Dr	9-12-151-064	2	32		32	$451.20	Alligator Cracking	
383 S. Broadway	9-11-278-036	3	50	25	75	$1,116.25	Heaving	changed from 2 to 3
387 Atwater St	9-12-102-009	2	32		32	$451.20	Settling, Water Pooling	
388 Atwater St	9-12-151-043	9	104	80	184	$2,782.40	Cracked, Settling	
399 S. Broadway	9-11-278-013	1	20		20	$282.00	Cracking	Deleted
406 Atwater St	9-12-151-043	1	16		16	$225.60	Settling	
418 Atwater St	9-12-153-038	1	20	16	36	$545.20	Settling	
435 S. Broadway	9-11-278-039	1	0	25	25	$411.25	Uneven Surfaces	
436 Atwater St	9-12-153-004	1	16		16	$225.60	Settling	
448 Atwater St	9-12-153-034	3	60		60	$846.00	Alligator Cracking, Cracks	
471 S. Broadway	9-11-278-029	6	150		150	$2,115.00	Cracking, Spalling	
490 Glenn	9-12-101-007	2	32		32	$451.20	Cracked	
504 Atwater St	9-12-153-007	1	20		20	$282.00	Settling	
509 Atwater St	9-12-103-016	1	16		16	$225.60	Spallings	
520 Atwater St	9-12-153-008	1	20		20	$282.00	Settling	
529 Atwater St	9-12-103-017	1	16		16	$225.60	Settling	
536 Atwater St	9-12-153-035	3	60		60	$846.00	Settling, Cracks	
537 Atwater St	9-12-103-018	6	150		150	$2,115.00	Settling, Missing	
543 Atwater St	9-12-103-027	5	125		125	$1,762.50	Settling , Heaving	changed from 2 to 5
584 Atwater St	9-12-153-015	4	80		80	$1,128.00	Settling, Pooling, Cracks, Alligator Cracking	
587 Bagley	9-12-104-005	2	50		50	$705.00	Settling, Uneven Surfaces	
607 Atwater	9-12-126-001	5	125		125	$1,762.50	Heaving, Uneven surfaces	changed from 4 to 5
674 Orion Rd.	9-01-356-014	3	75		75	$1,057.50	Settling, Cracking	
750 Orion Rd	9-12-126-006	8	200		200	$2,820.00	Settling, Pooling, Heaving, Cracking	
750 Orion RD	9-12-126-006	10	250		250	$3,525.00		
Atwater Ball Field		3	100		100	$1,410.00	Settling, Uneven Surfaces, Crack	
Atwater Park - Atwater Frontage	9-12-102-012	2	146		146	$2,058.60		
Atwater Park - Internal Walk	9-12-102-012	1	125		125	$1,762.50	Cracking	
Atwater Park - Perry Frontage	9-12-102-012	7	96	35	131	$1,929.35	Cracked	
						$61,098.45	total est cost	

Sidewalk District Map

Village of Lake Orion

