



AGENDA

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, October 15, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

2. Roll Call and Determination of Quorum

3. Approval of Minutes

A. September 17th, 2024 DDA Regular Meeting Minutes

4. Approval of Agenda

5. Call to the Public

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

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

6. Consent Agenda

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

7. Financial Matters

A. Financial Reports

B. Bill Approval

8. New and Old Business

A. Request for Proposals _ Demolition of Lumber Yard

B. Request for Proposals - Deconstruction and Salvage

C. Update on Vacant Land w/ Recommendation

D. Request for Proposals - Tarr Lot

9. Reports, Resolutions and Recommendations

A. Executive Director's Report

B. Assistant Director's Report

C. Committee Reports

D. Budget Report

10. Board Comments and Training Feedback

11. Next Regular Meeting -

12. Adjournment



DDA SUMMARY SHEET

MEETING DATE: October 15th, 2024

TOPIC: September 17th, 2024 DDA Regular Meeting Minutes

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular Meeting Minutes of September 17th , 2024, as presented.



MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, September 17, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The September 17th, 2024 Downtown Development Authority Board Regular Meeting was called to order at 6:30 PM.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Debbie Burgess

Vice Chairperson Sam Caruso

Treasurer Matt Shell

Secretary Hank Lorant

Board Member Sally Medina

Board Member Alaina Campbell

Village President Jerry Narsh

ABSENT

Board Member Lloyd Coe

Board Member Chris Barnett

STAFF PRESENT

DDA Executive Director Matthew Gibb

DDA Assistant Director Janet Bloom

Village Manager Darwin McClary

Clerk/Treasurer Sonja Stout

3. Approval of Minutes

A. August 20th, 2024 DDA Regular Meeting Minutes

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to approve the Downtown Development Authority Board Regular Meeting Minutes of August 20th, 2024.

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

4. Approval of Agenda

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to approve the agenda of September 17, 2024, Downtown Development Authority Board Regular Meeting, with the addition of agenda item 9.B.1, Debris and Dangerous Material Removal-Lumberyard.

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

5. Call to the Public

Mike Lamb spoke.

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to receive and file the written correspondence from Cory Johnston.

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

6. Consent Agenda

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to approve the Consent Agenda approved by one vote.

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

A. Financial Reports

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to receive and file the financial reports for August 2024.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh
VOTING NAY: None
ABSENT: Coe, 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 \$15,581.40 for August 2024 .

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh

VOTING NAY: None

ABSENT: Coe, Barnett

MOTION: Carried

8. New and Old Business

9. Reports, Resolutions and Recommendations

A. Budget Task Force

MOTION made by Treasurer Shell, Seconded by Vice Chairperson Caruso to receive and file the Minutes of the Budget Task Force Meeting held on September 11, 2024, including the exhibits thereto.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh

VOTING NAY: None

ABSENT: Coe, Barnett

MOTION: Carried

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to move and direct that the Executive Director, with assistance of counsel, prepare and present a policy resolution for a step by step basis for all future budget preparation and approval(s), as set forth in the attorneys letter of August 19, 2024, such Resolution be presented at the next available meeting of the DDA Board.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh

VOTING NAY: None

ABSENT: Coe, Barnett

MOTION: Carried

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to move and direct that the Executive and Assistant Director complete such necessary research so that the DDA Board, with the advice of counsel, may discuss and consider an appropriate and reasonable basis for including a “reasonable administrative fee”, as set forth in PA 57, in all future budgets, with all other charges and expenses contained within a fully considered contract or agreement.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh

VOTING NAY: None

ABSENT: Coe, Barnett

MOTION: Carried

B. Executive Directors Report

MOTION made by Treasurer Shell, Seconded by Vice Chairperson Caruso to receive and file the Executive Directors Report.

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

C. Assistant Director’s Report

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to receive and file the Executive Directors Report.

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

D. Committee Reports

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to receive and file the Executive Directors Report.

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

10. Board Comments

Board Member Medina spoke.

Secretary Lorant spoke.

Treasurer Shell spoke.

Vice Chairperson Caruso spoke.

Board Member Campbell spoke.

President Narsh spoke.

Chairperson Burgess spoke.

11. Next Regular Meeting - October 15, 2024

12. Adjournment

MOTION made by Treasurer Shell, Seconded by Secretary Lorant to adjourn the September 17, 2024 Downtown Development Authority Board Regular Meeting.

VOTING YEA: Burgess, Caruso, Shell, Lorant, Medina, Campbell, Narsh

VOTING NAY: None

ABSENT: Coe, Barnett

MOTION: Carried

The September 17, 2024 Downtown Development Authority Board Regular Meeting adjourned at 8:04 PM.

Debbie Burgess
Chairperson

Sonja Stout
Clerk/Treasurer

Date Approved: as presented on October 15, 2024.



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Financial Reports

See attached Reports:

248 Fund Balance Sheet (General DDA Fund)

301 Fund Balance Sheet (DDA Bond 2023 Fund)

404 Fund Balance Sheet (Property Acquisition Fund)

Revenue and Expenditure Report

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

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

RECOMMENDED MOTION: Receive and File the financial reports for September 2024.

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 09/30/2023	PERIOD ENDED 09/30/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
248-000-001-000	Cash	450.00	568.96
248-000-007-000	Payroll-checking	(350.00)	(250.00)
	CASH CHECKING	100.00	318.96
DUE FROM OTHER AGENCY			
	DUE FROM OTHER AGENCY	0.00	0.00
CASH INVESTMENTS			
	CASH INVESTMENTS	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
248-000-002-000	Cash Savings	500,800.66	525,726.25
248-000-010-000	Investment/LGIP County Inv	401,102.73	409,334.98
248-000-011-000	Cash - Payroll Savings	6,382.99	4,430.07
	CASH SAVINGS	908,286.38	939,491.30
Unclassified			
	Unclassified	0.00	0.00
	Total Assets	908,386.38	939,810.26
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
248-000-213-000	Accrued Property Tax - Est Chargebacks	400.00	400.00
248-000-232-000	Life Insurance Payable	0.00	156.49
	ACCRUED AND OTHER LIAB	400.00	556.49
ACCOUNTS PAYABLE			
248-000-202-000	Accounts Payable	2,902.37	0.00
	ACCOUNTS PAYABLE	2,902.37	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
	Unclassified	0.00	0.00
	Total Liabilities	3,302.37	556.49
*** Fund Balance ***			
FUND BALANCE			
248-000-390-000	Fund Balance - Unassigned	498,200.06	498,200.06
	FUND BALANCE	498,200.06	498,200.06

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 09/30/2023	PERIOD ENDED 09/30/2024
*** Fund Balance ***			
Unclassified			
	Unclassified	0.00	0.00
Total Fund Balance		498,200.06	498,200.06
Beginning Fund Balance		498,200.06	498,200.06
Net of Revenues VS Expenditures - 23-24			
	*23-24 End FB/24-25 Beg FB	354,251.12	(143,948.94)
Net of Revenues VS Expenditures - Current Year		406,883.95	585,002.65
Ending Fund Balance		905,084.01	939,253.77
Total Liabilities And Fund Balance		908,386.38	939,810.26

* Year Not Closed

Fund 301 DOWNTOWN DEV BOND PROJECT 2023

GL Number	Description	PERIOD ENDED 09/30/2023	PERIOD ENDED 09/30/2024
*** Assets ***			
301-000-001-000	CASH CHECKING Cash	0.00	56,386.80
	CASH CHECKING	0.00	56,386.80
301-000-002-000	CASH SAVINGS CASH	2,767,381.24	2,626,948.76
	CASH SAVINGS	2,767,381.24	2,626,948.76
	Total Assets	2,767,381.24	2,683,335.56
*** Liabilities ***			
	ACCOUNTS PAYABLE		
	ACCOUNTS PAYABLE	0.00	0.00
301-000-214-101	DUE TO INTERFUND Due to General Fund	6.15	1,969.18
	DUE TO INTERFUND	6.15	1,969.18
	Total Liabilities	6.15	1,969.18
*** Fund Balance ***			
301-000-390-000	FUND BALANCE Fund Balance - Unassigned	4,944,949.68	4,944,949.68
	FUND BALANCE	4,944,949.68	4,944,949.68
	Total Fund Balance	4,944,949.68	4,944,949.68
	Beginning Fund Balance	4,944,949.68	4,944,949.68
	Net of Revenues VS Expenditures - 23-24		(2,150,137.21)
	*23-24 End FB/24-25 Beg FB	2,794,812.47	
	Net of Revenues VS Expenditures - Current Year	(2,177,574.59)	(113,446.09)
	Ending Fund Balance	2,767,375.09	2,681,366.38
	Total Liabilities And Fund Balance	2,767,381.24	2,683,335.56

* Year Not Closed

Fund 404 DDA PROPERTY ACQUISITION

GL Number	Description	PERIOD ENDED 09/30/2023	PERIOD ENDED 09/30/2024
*** Assets ***			
CASH CHECKING			
	CASH CHECKING	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
404-000-002-000	Cash-Savings-DDA Property Acq.	169,383.79	169,492.19
	CASH SAVINGS	169,383.79	169,492.19
Unclassified			
	Unclassified	0.00	0.00
Total Assets		169,383.79	169,492.19
*** Liabilities ***			
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
FUND BALANCE			
404-000-390-000	Fund Balance - Unassigned	326,840.70	326,840.70
	FUND BALANCE	326,840.70	326,840.70
Total Fund Balance		326,840.70	326,840.70
Beginning Fund Balance		326,840.70	326,840.70
Net of Revenues VS Expenditures - 23-24			(157,375.83)
	*23-24 End FB/24-25 Beg FB	169,464.87	
	Net of Revenues VS Expenditures - Current Year	(157,456.91)	27.32
	Ending Fund Balance	169,383.79	169,492.19
	Total Liabilities And Fund Balance	169,383.79	169,492.19

* Year Not Closed

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
Dept 000 - REVENUE						
248-000-402-000	Current Real Property Taxes	987,129.00	651,126.17	651,126.17	336,002.83	65.96
248-000-402-100	Property Tax - Twp DDA Capture	0.00	0.00	0.00	0.00	0.00
248-000-405-000	Property Tax - Personal	0.00	0.00	0.00	0.00	0.00
248-000-412-000	Property Tax - DPPT P/Y & C/Y	0.00	0.00	0.00	0.00	0.00
248-000-441-000	Local Community Stabilization Share Tax	15,000.00	14.08	0.00	14,985.92	0.09
248-000-445-000	Penalties & Interest on Taxes	2,000.00	0.00	0.00	2,000.00	0.00
248-000-539-000	State Grants	43,500.00	0.00	0.00	43,500.00	0.00
248-000-582-000	Intergovernment - Police	0.00	0.00	0.00	0.00	0.00
248-000-664-000	Interest Earned	2,500.00	2,046.50	25.92	453.50	81.86
248-000-671-999	Appropriation from Fund Balance	0.00	0.00	0.00	0.00	0.00
248-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
248-000-676-404	Transfer From Prop Acq Fund	169,436.00	0.00	0.00	169,436.00	0.00
248-000-676-592	Reimbursement -Admin Fee - W&S	0.00	0.00	0.00	0.00	0.00
248-000-681-000	Reimburse - Insurance Claims	0.00	16,706.94	17,874.00	(16,706.94)	100.00
248-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
248-000-685-000	Sponsorships	35,000.00	2,190.00	2,000.00	32,810.00	6.26
248-000-685-100	Transportaion Sponsorship	17,500.00	1,643.80	0.00	15,856.20	9.39
248-000-686-000	Downtown Events	18,500.00	20.00	20.00	18,480.00	0.11
248-000-686-002	Flower Fair Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-003	New Year Resolution Run Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-004	OktoberFest Revenue	1,500.00	0.00	0.00	1,500.00	0.00
248-000-686-005	Babes On Broadway	1,500.00	0.00	0.00	1,500.00	0.00
248-000-686-006	Electrical Vehicles	500.00	418.59	0.00	81.41	83.72
248-000-687-000	Merchandise Sales	1,000.00	0.00	0.00	1,000.00	0.00
248-000-688-000	Gift Certificate Sales	500.00	0.00	0.00	500.00	0.00
248-000-692-000	Rent	0.00	0.00	0.00	0.00	0.00
248-000-694-000	Miscellaneous	2,500.00	7,620.07	250.00	(5,120.07)	304.80
248-000-696-000	PROCEEDS FROM THE SALE OF BONDS/NOTES	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		1,298,065.00	681,786.15	671,296.09	616,278.85	52.52
TOTAL REVENUES		1,298,065.00	681,786.15	671,296.09	616,278.85	52.52
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
248-260-701-000	Executive Director Wages	80,000.00	18,461.76	6,153.92	61,538.24	23.08
248-260-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
248-260-704-000	Wages - Administrative Coordinator	37,188.00	3,586.32	1,937.63	33,601.68	9.64
248-260-706-000	Asst. Executive Director wages	71,000.00	16,384.80	5,461.60	54,615.20	23.08
248-260-706-001	Marketing Coordinator	0.00	0.00	0.00	0.00	0.00
248-260-707-000	Wages - Grounds Coordinator	5,400.00	2,276.69	438.00	3,123.31	42.16
248-260-711-013	OVERTIME	0.00	0.00	0.00	0.00	0.00
248-260-715-000	Social Security	14,810.00	3,114.26	1,070.29	11,695.74	21.03
248-260-716-000	Health Insurance- Medical	12,000.00	0.00	0.00	12,000.00	0.00
248-260-717-000	Life & Disability Insurance	1,320.00	952.20	158.70	367.80	72.14
248-260-718-000	Dental Insurance	770.00	0.00	0.00	770.00	0.00
248-260-719-000	Pension	5,632.00	1,365.40	0.00	4,266.60	24.24
248-260-720-000	Unemployment	0.00	0.00	0.00	0.00	0.00
248-260-721-000	Vision Care	143.00	0.00	0.00	143.00	0.00
248-260-722-000	Worker's Comp. Insurance	0.00	0.00	0.00	0.00	0.00
248-260-801-000	Contractual Services	15,000.00	10.00	10.00	14,990.00	0.07

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
248-260-801-002	Contr Services - Police Admin Fee	60,000.00	0.00	0.00	60,000.00	0.00
248-260-801-003	Contract Services - DPW Admin Fee	30,000.00	7,500.00	7,500.00	22,500.00	25.00
248-260-801-004	Contract Services - GF Admin Fee	70,000.00	17,500.00	17,500.00	52,500.00	25.00
248-260-801-005	Contractual Services- Township	2,700.00	0.00	0.00	2,700.00	0.00
248-260-801-012	Contractual Services-Parking Code Enforc	21,000.00	0.00	0.00	21,000.00	0.00
248-260-801-022	Cont Service-Police Crowd Control	20,000.00	461.90	0.00	19,538.10	2.31
248-260-801-023	Contract Services-DPW event support	10,000.00	0.00	0.00	10,000.00	0.00
248-260-801-033	Contract Services-DPW snow removal	12,000.00	0.00	0.00	12,000.00	0.00
248-260-805-000	Audit Fees	2,500.00	1,990.00	1,990.00	510.00	79.60
248-260-810-000	Legal Services	8,000.00	2,821.97	2,821.97	5,178.03	35.27
248-260-823-000	Website/Software	6,000.00	399.17	399.17	5,600.83	6.65
248-260-823-001	Municipal Software	3,800.00	0.00	0.00	3,800.00	0.00
248-260-829-000	Planner Services	3,500.00	0.00	0.00	3,500.00	0.00
248-260-851-000	Telephone	3,500.00	380.61	185.02	3,119.39	10.87
248-260-900-000	Printing and Publication	500.00	0.00	0.00	500.00	0.00
248-260-920-000	Utilities	4,500.00	1,487.59	24.10	3,012.41	33.06
248-260-921-000	Municipal Street Lighting	6,500.00	1,476.35	620.92	5,023.65	22.71
248-260-930-000	Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
248-260-930-002	Building Maintenance	400.00	226.40	196.16	173.60	56.60
248-260-940-000	Equipment Rental	250.00	0.00	0.00	250.00	0.00
248-260-941-000	Office Rent	14,000.00	8,400.00	4,200.00	5,600.00	60.00
248-260-942-000	Office Expenses	4,500.00	120.07	120.07	4,379.93	2.67
248-260-942-019	Covid Office Expenses	0.00	0.00	0.00	0.00	0.00
248-260-946-000	Credit Card Fees	100.00	0.00	0.00	100.00	0.00
248-260-955-001	Credit Card Fees	0.00	0.00	0.00	0.00	0.00
248-260-956-000	Dues & Miscellaneous	1,545.00	92.88	92.88	1,452.12	6.01
248-260-957-000	Education & Training	5,000.00	0.00	0.00	5,000.00	0.00
248-260-958-000	General Activities Misc	350.00	145.83	145.83	204.17	41.67
248-260-958-019	Covid General Activities	0.00	0.00	0.00	0.00	0.00
248-260-961-000	Tax Tribunal Refunds	0.00	0.00	0.00	0.00	0.00
248-260-962-000	Mileage	1,000.00	0.00	0.00	1,000.00	0.00
248-260-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-401	Transfer to Capital Imp Fund	67,616.00	0.00	0.00	67,616.00	0.00
248-260-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-260-974-000	Capital Outlay - Equipment	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 260 - GENERAL ACTIVITIES		604,524.00	89,154.20	51,026.26	515,369.80	14.75
Dept 725 - ORGANIZATION						
248-725-822-000	Newsletter	1,800.00	65.00	65.00	1,735.00	3.61
248-725-824-000	Volunteer Recognition & Dvp.	1,000.00	321.96	321.96	678.04	32.20
248-725-825-000	Gift Certificate Redemption	5,000.00	120.00	0.00	4,880.00	2.40
248-725-826-000	Historic Celebration/Education	1,000.00	0.00	0.00	1,000.00	0.00
248-725-827-000	Awareness Program	1,500.00	149.73	0.00	1,350.27	9.98
248-725-827-019	Covid Awareness Program/Organization	0.00	0.00	0.00	0.00	0.00
248-725-864-000	Grant & Scholarship Distribution	0.00	0.00	0.00	0.00	0.00
248-725-881-000	Merchandise to Sell	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 725 - ORGANIZATION		11,300.00	656.69	386.96	10,643.31	5.81
Dept 726 - DESIGN						
248-726-745-000	Beautification Supplies	1,500.00	213.73	72.83	1,286.27	11.25

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
248-726-746-000	Hanging Baskets	4,000.00	0.00	0.00	4,000.00	0.00
248-726-801-000	Contractual Services	5,500.00	710.24	180.00	4,789.76	12.91
248-726-843-000	Facade Program	23,680.00	273.96	273.96	23,406.04	1.16
248-726-845-000	Public Art Program	2,500.00	200.00	200.00	2,300.00	8.00
248-726-883-000	Banners and Holiday Lighting	10,000.00	10.58	0.00	9,989.42	0.11
248-726-975-001	Capital Outlay - Beautification	5,000.00	0.00	0.00	5,000.00	0.00
248-726-975-002	Capital Outlay - Streets	500.00	0.00	0.00	500.00	0.00
248-726-975-019	Covid Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 726 - DESIGN		52,680.00	1,408.51	726.79	51,271.49	2.67
Dept 728 - ECONOMIC DEVELOPMENT						
248-728-801-000	Contractual Services	34,500.00	0.00	0.00	34,500.00	0.00
248-728-860-000	Trolley Expense	22,000.00	0.00	0.00	22,000.00	0.00
248-728-861-000	Survey Expense	468.00	0.00	0.00	468.00	0.00
248-728-862-000	Training Materials	500.00	0.00	0.00	500.00	0.00
248-728-864-000	Grant & Scholarship Distribution	12,500.00	0.00	0.00	12,500.00	0.00
248-728-886-000	Marketing Materials	2,500.00	0.00	0.00	2,500.00	0.00
248-728-886-001	Blight Reduction	0.00	0.00	0.00	0.00	0.00
248-728-886-002	Social District	750.00	60.00	60.00	690.00	8.00
248-728-888-000	Brand Marketing	50,000.00	3,033.13	1,920.13	46,966.87	6.07
248-728-888-001	Contractual Services Brand Marketing	10,000.00	134.89	134.89	9,865.11	1.35
Total Dept 728 - ECONOMIC DEVELOPMENT		133,218.00	3,228.02	2,115.02	129,989.98	2.42
Dept 729 - PROMOTION						
248-729-880-000	Event Promotion	2,000.00	404.71	395.96	1,595.29	20.24
248-729-880-001	Event Promo - Gazebo Series	11,000.00	600.00	300.00	10,400.00	5.45
248-729-880-004	Event Promo - Halloween Parade	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-005	Event Promo - Hmtwn/Holiday Vill	7,500.00	0.00	0.00	7,500.00	0.00
248-729-880-006	Event Promo - New Years Res. Run	0.00	0.00	0.00	0.00	0.00
248-729-880-007	Event Promo - Flower Fair	0.00	0.00	0.00	0.00	0.00
248-729-880-008	Event Promo-Photo Contest	250.00	0.00	0.00	250.00	0.00
248-729-880-009	Event Promo-Lake Orion Love Shop to Win	0.00	0.00	0.00	0.00	0.00
248-729-880-010	Babes On Broadway	1,500.00	0.00	0.00	1,500.00	0.00
248-729-880-011	Restaurant week	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-012	Sing & Stroll Tree Lighting	12,100.00	0.00	0.00	12,100.00	0.00
248-729-880-013	SD Nights- Stronger Together Winter	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-014	Octoberfest	1,500.00	0.00	0.00	1,500.00	0.00
248-729-880-015	Winter Activities	12,000.00	0.00	0.00	12,000.00	0.00
248-729-880-016	Athletic Events-other	2,500.00	0.00	0.00	2,500.00	0.00
248-729-880-017	Movie Night	3,000.00	0.00	0.00	3,000.00	0.00
248-729-880-019	Covid Event Promotion	0.00	0.00	0.00	0.00	0.00
248-729-880-100	Stronger Together- smr fall	5,000.00	0.00	0.00	5,000.00	0.00
248-729-885-000	Port-A-Johns	3,500.00	852.50	697.50	2,647.50	24.36
248-729-895-000	Event Promo-Comm. Sponsorships	0.00	0.00	0.00	0.00	0.00
248-729-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - PROMOTION		69,350.00	1,857.21	1,393.46	67,492.79	

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
Dept 730						
248-730-253-885	Knox Box Grant Program	0.00	0.00	0.00	0.00	0.00
248-730-885-100	Knox Box Grant Program	2,000.00	0.00	0.00	2,000.00	0.00
248-730-931-000	Repair & Maintenance-Equipment	0.00	0.00	0.00	0.00	0.00
248-730-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-301	Interfund TRF 2023 DDA Bond Project	419,709.00	0.00	0.00	419,709.00	0.00
248-730-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-592	Transfers To Water/Sewer Fund	0.00	0.00	0.00	0.00	0.00
248-730-975-000	Capital Outlay	53,075.00	0.00	0.00	53,075.00	0.00
248-730-975-003	DDA Capital Outlay	5,500.00	478.87	478.87	5,021.13	8.71
248-730-975-005	DDA Capital Outlay- Wayfinding/Lighting	0.00	0.00	0.00	0.00	0.00
248-730-975-006	DDA Capital Outlay - Parking	0.00	0.00	0.00	0.00	0.00
248-730-975-009	Capital Outlay - Dumpsters	30,000.00	0.00	0.00	30,000.00	0.00
248-730-975-011	Capital Outlay - Trail Extensi	9,000.00	0.00	0.00	9,000.00	0.00
248-730-975-015	Capitall Outlay- Outdoor Sound	0.00	0.00	0.00	0.00	0.00
248-730-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
248-730-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
248-730-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 730		519,284.00	478.87	478.87	518,805.13	0.09
TOTAL EXPENDITURES		1,390,356.00	96,783.50	56,127.36	1,293,572.50	6.96
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		1,298,065.00	681,786.15	671,296.09	616,278.85	52.52
TOTAL EXPENDITURES		1,390,356.00	96,783.50	56,127.36	1,293,572.50	6.96
NET OF REVENUES & EXPENDITURES		(92,291.00)	585,002.65	615,168.73	(677,293.65)	633.87
BEG. FUND BALANCE		498,200.06	498,200.06			
NET OF REVENUES/EXPENDITURES - 2023-24			(143,948.94)		(143,948.94)	
END FUND BALANCE		405,909.06	939,253.77			

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023						
Revenues						
Dept 000 - REVENUE						
301-000-300-001	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-300-002	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-664-000	Interest Earnings	900.00	436.47	108.50	463.53	48.50
301-000-671-999	Appropriation from Fund Balanc	0.00	0.00	0.00	0.00	0.00
301-000-699-301	TRF in from DDA	419,709.00	0.00	0.00	419,709.00	0.00
Total Dept 000 - REVENUE		420,609.00	436.47	108.50	420,172.53	0.10
TOTAL REVENUES		420,609.00	436.47	108.50	420,172.53	0.10
Expenditures						
Dept 901 - 905						
301-901-805-000	Audit fees	0.00	0.00	0.00	0.00	0.00
301-901-930-000	Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
301-901-950-000	Demolition & Land Improvement	500,000.00	9,028.06	1,334.53	490,971.94	1.81
301-901-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
301-901-971-000	Capital Outlay - Buildings	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - 905		500,000.00	9,028.06	1,334.53	490,971.94	1.81
Dept 905 - Downtown Dev Bond 2023						
301-905-301-000	Bond Issuance Expense	0.00	0.00	0.00	0.00	0.00
301-905-731-000	2023 Bond Taxable Issuance Expenses	0.00	0.00	0.00	0.00	0.00
301-905-731-001	2023 Tax exempt Bond Issuance Expense	0.00	0.00	0.00	0.00	0.00
301-905-745-001	Property taxes-Orion Twp	0.00	0.00	0.00	0.00	0.00
301-905-920-000	Utilities	0.00	0.00	0.00	0.00	0.00
301-905-992-003	2023 DDA bonds Taxable	60,000.00	38,454.50	38,454.50	21,545.50	64.09
301-905-992-004	2023 DDA BONDS TAX EXEMPT	150,000.00	66,400.00	66,400.00	83,600.00	44.27
301-905-993-001	2023 DDA bond taxable interest	76,910.00	0.00	0.00	76,910.00	0.00
301-905-993-002	2023 DDA tax exempt bond interest	132,800.00	0.00	0.00	132,800.00	0.00
Total Dept 905 - Downtown Dev Bond 2023		419,710.00	104,854.50	104,854.50	314,855.50	24.98
TOTAL EXPENDITURES		919,710.00	113,882.56	106,189.03	805,827.44	12.38
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:						
TOTAL REVENUES		420,609.00	436.47	108.50	420,172.53	0.10
TOTAL EXPENDITURES		919,710.00	113,882.56	106,189.03	805,827.44	12.38
NET OF REVENUES & EXPENDITURES		(499,101.00)	(113,446.09)	(106,080.53)	(385,654.91)	22.73
BEG. FUND BALANCE		4,944,949.68	4,944,949.68			
NET OF REVENUES/EXPENDITURES - 2023-24			(2,150,137.21)		(2,150,137.21)	
END FUND BALANCE		4,445,848.68	2,681,366.38			

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 404 - DDA PROPERTY ACQUISITION						
Revenues						
Dept 000 - REVENUE						
404-000-664-000	Interest Earnings	0.00	27.32	7.00	(27.32)	100.00
404-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
404-000-699-248	Interfund Transfer In - DDA	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	27.32	7.00	(27.32)	100.00
TOTAL REVENUES		0.00	27.32	7.00	(27.32)	100.00
Expenditures						
Dept 901 - 905						
404-901-805-000	Audit Fees	0.00	0.00	0.00	0.00	0.00
404-901-901-000	Debt Service- Parking Deck	0.00	0.00	0.00	0.00	0.00
404-901-930-000	Repair & Maintenance - Bldg	0.00	0.00	0.00	0.00	0.00
404-901-950-000	Demolition & Land Improvement	0.00	0.00	0.00	0.00	0.00
404-901-956-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
404-901-971-000	Capital Outlay - Building	169,436.00	0.00	0.00	169,436.00	0.00
404-901-980-248	Prop Acq Transfer to DDA	0.00	0.00	0.00	0.00	0.00
404-901-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
404-901-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - 905		169,436.00	0.00	0.00	169,436.00	0.00
TOTAL EXPENDITURES		169,436.00	0.00	0.00	169,436.00	0.00
Fund 404 - DDA PROPERTY ACQUISITION:						
TOTAL REVENUES		0.00	27.32	7.00	(27.32)	100.00
TOTAL EXPENDITURES		169,436.00	0.00	0.00	169,436.00	0.00
NET OF REVENUES & EXPENDITURES		(169,436.00)	27.32	7.00	(169,463.32)	0.02
BEG. FUND BALANCE		326,840.70	326,840.70			
NET OF REVENUES/EXPENDITURES - 2023-24			(157,375.83)		(157,375.83)	
END FUND BALANCE		157,404.70	169,492.19			
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		1,718,674.00	682,249.94	671,411.59	1,036,424.06	39.70
NET OF REVENUES & EXPENDITURES		2,479,502.00	210,666.06	162,316.39	2,268,835.94	8.50
BEG. FUND BALANCE - ALL FUNDS		(760,828.00)	471,583.88	509,095.20	(1,232,411.88)	61.98
END FUND BALANCE - ALL FUNDS		5,769,990.44	5,769,990.44			
		5,009,162.44	3,790,112.34			



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Bill Approval

ATTACHED:

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

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

RECOMMENDED MOTION: (Roll Call)

To approve disbursements in the amount of \$150,562.50 for September 2024.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-801-000	I CHAT BACKGROUND CHECK HARWOOD D	COMERICA BANK	CREDIT CARD-SONJA AUGUST	10.00	262
248-260-801-003	DPW ADMIN FEE (STATUS QUO)	VILLAGE OF LAKE ORION	DPW ADMIN FEE (STATUS QUO)	7,500.00	33773
248-260-801-004	STATUS QUO PA 57 ADMIN FEES (6-8	VILLAGE OF LAKE ORION	PA 57 ADMIN FEES	17,500.00	33773
248-260-805-000	PARTIAL INV 210705	ANDREWS HOOPER PAVLIC PLC	DDA AUDIT PARTICIPATION	1,990.00	33739
248-260-810-000	INV 11447 - LEGAL FEES	DAVIS LISTMAN PLLC	LEGAL FEES - BUDGET	1,548.97	33691
248-260-810-000	INV 11487 (PARTIAL)	DAVIS LISTMAN PLLC	LEGAL FEES	1,273.00	33749
248-260-823-000	FLOWCODE - BC2953D1-0028	COMERICA BANK	CREDIT CARD BILL JULY	221.03	260
248-260-823-000	RECURRING SFTWRE (MONTHLY)	COMERICA BANK	COMERICA CREDIT CARD	178.14	264
248-260-851-000	BILL# 732674 TELEPHONE	COMERICA BANK	COMERICA CREDIT CARD	185.02	264
248-260-920-000	ACCT 910018071213	DTE ENERGY	BUILDING & EV CHARGE STATION (PARTIAL)	290.86	33694
248-260-920-000	ACCT 016-1650 165 S BROADWAY	VILLAGE OF LAKE ORION	WATER BILL	335.29	33724
248-260-920-000	CONSUMERS 10006299537	CONSUMERS ENERGY	OFFICE UTILITY	24.10	33746
248-260-921-000	ACCT 910018084269 65 S PARK	DTE ENERGY	STREET LIGHTS AND POLE OUTLETS	225.72	33693
248-260-921-000	ACCT 920009680652 24 FRONT	DTE ENERGY	STREET LIGHT	25.47	33750
248-260-921-000	ACCT 910040951824 380 S BROADWAY	DTE ENERGY	STREET LIGHTS	595.45	33750
248-260-930-002	BUILDING MAINTENANCE	COMERICA BANK	COMERICA CREDIT CARD	165.92	264
248-260-930-002	INV 91960 FLOOR MATS	DarWel ENTERPRISES LLC	FLOOR MATS	30.24	33748
248-260-941-000	OFFICE RENT (OCT-DEC 2024)	NICK SCHILLACE	OFFICE RENT	4,200.00	33757
248-260-942-000	UPS - OFFICE	COMERICA BANK	CREDIT CARD BILL JULY	120.07	260
248-260-956-000	MEMBERSHIP DUES	COMERICA BANK	COMERICA CREDIT CARD	92.88	264
248-260-958-000	PARTICIPANT LUNCH	COMERICA BANK	COMERICA CREDIT CARD	145.83	264
Total For Dept 260 GENERAL ACTIVITIES				36,657.99	
Dept 725 ORGANIZATION					
248-725-822-000	SNAP RETAIL (RECURRING) 252478	COMERICA BANK	CREDIT CARD BILL JULY	65.00	260
248-725-824-000	VOLUNTEER RECOGNITION	COMERICA BANK	COMERICA CREDIT CARD	321.96	264
248-725-825-000	DOWNTOWN DOLLARS 4535	GREEN HIPPO GIFTS	DOWNTOWN DOLLARS 4535	25.00	33696
248-725-825-000	DOWNTOWN DOLLARS 949	OAT SODA	DOWNTOWN DOLLARS 949	20.00	33708
Total For Dept 725 ORGANIZATION				431.96	
Dept 726 DESIGN					
248-726-745-000	HOME DEPOT - FLOWER SUPPLIES	COMERICA BANK	CREDIT CARD BILL JULY	72.83	260
248-726-745-000	REIMBURSE FOR ALLEY WORK	ORION ART CENTER	REIMBURSE FOR ALLEY WORK	56.35	33712
248-726-801-000	INV 950 WATERING	ILLUMILAWN YARD SERVICES	LANDSCAPE SERVICES	180.00	33754
248-726-843-000	AMZN - SUPPLIES FACADE PROG 113-	COMERICA BANK	CREDIT CARD BILL JULY	273.96	260
248-726-845-000	DRAGON ON THE LAKE CHALK ART-WIN	ADILANE VERNAGUS	ARTWORK IN FLINT STREET ALLEY	200.00	33737
Total For Dept 726 DESIGN				783.14	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-886-002	INV 2584 PARKING MAP GRAPHIC	CANOE CIRCLE GRAPHICS	PARKING MAP	60.00	33743
248-728-888-000	INV 732363231-01 MERCHANDISE	COMERICA BANK	COMERICA CREDIT CARD	226.13	264
248-728-888-000	YARD SIGNS INV 2643	EPRINT SOLUTION LLC	SIGNS	38.00	33752
248-728-888-000	PRINT MARKETING VIEW INV 361159	VIEW NEWSPAPER GROUP	VILLAGE MARKETING	1,656.00	33772
248-728-888-001	INVOICE 0004 PAST DUE	ORION TOWNSHIP LIBRARY	STORYWALK BOOK PROGRAM	134.89	33714
Total For Dept 728 ECONOMIC DEVELOPMENT				2,115.02	
Dept 729 PROMOTION					
248-729-880-000	MEIER (DUCK TAPE, GATOR GOLF, CA	JANET BLOOM	DRAGON ON THE LAKE SUPPLIES	321.77	33700
248-729-880-000	FEDEX 2010165930294723 VOTING SI	COMERICA BANK	COMERICA CREDIT CARD	74.19	264
248-729-880-001	INV 1745 LOLIVE MARKETING	20 FRONT STREET CONCEPTS,	GAZEBO SERIES	300.00	33736
248-729-885-000	INV I20964	TURNER SANITATION	ADA UNIT (CHILDRENS PARK)	155.00	
248-729-885-000	INV 121309 (REMAINDER OF SEASON)	TURNER SANITATION	PORT O JOHN	697.50	

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 DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
 EXP CHECK RUN DATES 09/01/2024 - 09/30/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Section 7, Item B.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 729 PROMOTION					
Total For Dept 729 PROMOTION				1,548.46	
Dept 730					
248-730-975-003	REPLACE BROKEN/DANGEROUS FENCE	COMERICA BANK	COMERICA CREDIT CARD	478.87	264
Total For Dept 730				478.87	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				42,015.44	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	UHAUL CONTRACT NO 88706561 - REN	COMERICA BANK	CREDIT CARD BILL JULY	845.44	260
301-901-950-000	CREDIT (RETURNED DEPOSIT))	COMERICA BANK	COMERICA CREDIT CARD	489.09	264
Total For Dept 901 905				1,334.53	
Dept 905 DOWNTOWN Dev Bond 2023					
301-905-992-003	TAXABLE SERIES B	HUNTINGTON NATIONAL BANK	TAXABLE SERIES B ACCT#3584310103	38,454.50	33699
301-905-992-004	TAX EXEMPT SERIES A	HUNTINGTON NATIONAL BANK	TAX EXEMPT SERIES A ACCT#3584310005	66,400.00	33699
Total For Dept 905 DOWNTOWN Dev Bond 2023				104,854.50	
Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023				106,189.03	

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
EXP CHECK RUN DATES 09/01/2024 - 09/30/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Section 7, Item B.

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

Fund 248 DOWNTOWN DEVELC	42,015.44
Fund 301 DOWNTOWN DEV BC	106,189.03
Total For All Funds:	<u>148,204.47</u>

August 2024 Credit Card Report				
Trans Date	Merchant	GL#	Explanation	Amount
8/1/2024	Michigan Historic	248-260-956-000	Membership	\$ 92.88
8/2/2024	MISwitch Comm	248-260-851-000	Phones	\$ 185.02
8/5/2024	Home Depot	301-901-950-000	Lumberyard supplies	\$ 336.32
8/5/2024	Home Depot	248-260-930-002	Building Maintenance	\$ 34.28
8/7/2024	Roll Off Dumpster	301-901-950-000	Lumberyard	\$ 100.00
8/8/2024	Flowcode	248-260-823-000	Website/software (monthly)	\$ 9.95
8/8/2024	U-Haul	301-901-950-000	Lumberyard (truck rental)	\$ 25.21
8/13/2024	Anita's Kitchen	248-725-824-000	Main St. Accred./Vol. App. Porch Party	\$ 259.00
8/13/2024	SnapRetail	248-260-823-000	Website/software (monthly)	\$ 65.00
8/13/2024	ClickUP	248-260-823-000	Software (monthly)	\$ 57.00
8/14/2024	Home Depot	248-730-975-003	supplies (replace broken fence)	\$ 478.87
8/14/2024	Home Depot	301-901-950-000	Return (deposit)	\$ (122.44)
8/14/2024	Home Depot	248-260-930-002	Return (returned parts)	\$ (42.15)
8/14/2024	Home Depot	248-260-930-002	Building Maintenance	\$ 173.79
8/14/2024	Home Depot	301-901-950-000	Truck Rental Deposit	\$ 150.00
8/19/2024	IONOS	248-260-823-000	Software	\$ 25.00
8/21/2024	OTC Brands	248-728-888-000	Merchandise	\$ 226.13
8/23/2024	Adobe	248-260-823-000	Website/software (Acrobat Pro)	\$ 21.19
8/26/2024	Kroger	248-725-824-000	Volunteer Recognition	\$ 62.96
8/26/2024	Jimmy John's	248-260-958-000	DOTL Participant Lunch	\$ 145.83
8/26/2024	FedEx Office	248-729-880-000	DOTL Booth materials	\$ 74.19
			TOTAL	\$ 2,358.03



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Request for Proposals _ Demolition of Lumber Yard

BACKGROUND BRIEF:

Following the acceptance of the grant for Placemaking and Public Spaces this office placed a priority on securing an accurate and baseline planimetric survey. The survey is now done and in hand (to be shown at the DDA Board meeting) and an assessment of what is ready for demolition completed. Hazardous Materials Testing is complete, as is a Baseline Environmental Assessment.

This Board authorized debris removal, which was completed by removing 21 full semi dump loads of wood, metal and other dangerous debris. The site is now ready for demo, so that it can be secured and made ready for the final environmental, engineering and planning processes.

FINANCIAL IMPACT:

No financial impact until award, which in the event of a successful bid process, will be brought back for review and approval at the Boards' November meeting.

RECOMMENDED MOTION:

Move to direct and authorize the DDA Executive Director to issue and publish DDA RFP 24-01 in the form presented, making available all resources to secure qualified proposals for the demolition and other services outlined in the Request for Proposals.



Request for Proposals (“RFP”)
Former Lake Orion Lumber Company
Partial Demolition

Property Location: 215 S. Broadway St. Lake Orion MI 48362

RFP NO. 24-001

EVENT	DATE
Issuance of RFP	Thursday, October 17, 2024
Publication Date	Thursday, October 17, 2024
Pre-Proposal Meeting/Tour (2:00 p.m.)	Tuesday, October 29, 2024
RFP Question Deadline (5:00 p.m.)	Tuesday, November 5, 2024
Proposal Submission Deadline (3:00 p.m.)	Tuesday, November 12, 2024
Consideration/Award	Wednesday, November 13, 2024

A **Pre-Proposal Meeting/Tour** is scheduled to discuss requirements under this RFP and tour the property described in this RFP. While attendance is at the discretion of the Proposer, those who do not attend will be deemed to have attended and to have received the information provided at the meeting/tour.

INTENT

The Lake Orion Downtown Development Authority (hereinafter referred to as “DDA”) is requesting sealed proposals from qualified individuals or businesses interested in contracting with DDA to provide demolition and clean-up services of multiple barns, collapsed sheds, semi-trailer enclosures, and general debris interior to the same, such structures consisting of approximately 2 sq. ft. located at **215 S. Broadway St., Lake Orion MI 48362**. All proposals must be submitted on the form provided by DDA, and further must be properly executed in the space(s) provided. The demolition site area and structure(s) are identified on the aerial maps and pictures attached to this RFP.

The demolition must be completed within 60 days of proposal acceptance.

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and one (1) copy** of their proposal on the RFP Submission Form provided by DDA. The original proposal must be clearly marked “**Proposal for DDA RFP No. 24 - 01**” and include an original signature, in ink, to be accepted. Proposals must be received in DDA’s Office at 118 N. Broadway St., Lake Orion, Michigan no later than **3:00 p.m. (EST) on Tuesday, November 12, 2024**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each proposal received will be read aloud for public record. *Any proposal received after 3:00 p.m. on the above-referenced date shall not be considered.*

Proposals should be prepared simply, providing straightforward, concise description(s) of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

Hand-Deliver to:

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

Electronic Mail to:

gibb@downtownlakeorion.org
It is the senders’ responsibility to verify all file types and sizes are deliverable via email.

Ship to (FedEx, UPS, etc.):

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

PRE-PROPOSAL MEETING/TOUR

A pre-proposal tour and meeting to discuss DDA’s requirements pursuant to this RFP will be held on **Tuesday October 29, 2024 at 2:00 p.m. (EST)** at the demolition site located at **215 S. Broadway St. Lake Orion MI 48362**. Attendance at this pre-proposal meeting/tour **IS NOT** mandatory but interested parties are **STRONGLY** encouraged to attend. Those needing any accommodation should contact the DDA Office prior to the scheduled tour date for assistance.

CHANGES, QUESTIONS, AND INQUIRIES

All questions regarding this RFP must be submitted in writing and e-mailed to Matthew Gibb at gibb@downtownlakeorion.org. All e-mails must indicate “DDA RFP No. 24-01” in the subject line. It is the sender’s responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (EST) on Tuesday, November 5, 2024**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.downtownlakeorion.org. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addendums will be posted on the DDA website.

METHOD OF AWARD

Proposals will be evaluated by DDA. DDA will consider the completeness of a proposal and how well the proposal meets the needs of DDA. This RFP may be awarded to the Proposer who will provide the demolition services at the best value for DDA, in compliance with Michigan law.

DDA reserves the right to waive any informalities or technical errors or consider alternate proposals and award on an individual basis, or any combination that in its judgment will best serve the interests of DDA.

DDA reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

DDA reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with DDA based on DDA’s standard contract terms and conditions, attached hereto as Exhibit “A” to this RFP.

SCOPE OF WORK

Salvage of Materials – The Proposer shall take ownership and responsibility of all scrap/salvage materials not otherwise stored for DDA use in the project. It is the intention of the DDA to have deconstructed such salvage and usable materials prior to the commencement of demolition services. In the event such deconstruction is ongoing, the contract upon acceptance of proposal shall reflect an adjusted timeline, not to interfere with Proposer’s schedule.

Demolition – The Proposer will be responsible for demolition, removal, and proper disposal of the structures, concrete foundation and slabs, and all contents of all identified structures **within sixty (60) days of proposal acceptance**. The Proposer will be responsible for all costs of transport and proper disposal of all demolition debris.

The demolition and disposal includes, but is not limited to;

- Fifteen (15), wood constructed structures, with either metal or asphalt roofing. The structures range in size from garden shed(s) to wood frame barn(s). the total base square footage of all structures is approximately 10,758.
- Four (4) semi-trailer converted storage units, three with wheels and axels, one sitting on grade.
- All wood structures are constructed either on grade or on slab. Some have a short stem wall. On grade concrete areas.
- Several structures scheduled for demolition contain construction products, lumber, fasteners, doors, and other materials formerly for sale as a lumber yard. All of this debris must be removed as part of the contract.

Certifications and permits – The Proposer will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory and governmental agencies.

Utility Locates and Disconnects – The proposer will be responsible for affirming, coordinating and ensuring utility locates and disconnects. DDA has disconnected DTE Services at the site.

Reuse of Materials – Unless specifically identified in writing by the parties, and included in a separate executed agreement addended to the principal contract, no materials from the project are proposed for reuse by DDA. All materials will belong to Proposer who shall be solely responsible for proper removal and disposal.

Extent of Underground Demolition and Site Grading – There is no underground demolition anticipated beyond the concrete foundation(s)/slab/stem wall(s) of any structure. The Proposer will be responsible for the demolition of the foundation and any grading necessary to provide positive surface drainage away from the demolition area. Upon completion of demolition and clean-up, the property shall be returned to its natural state - leveled to grade and free of construction material and debris.

Responsibility for Temporary Facilities – The Proposer will be responsible for all temporary facilities necessary to successfully complete the project. Portable restrooms and site fencing are required.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property and to ensure that existing structures in the area can operate normally without significant disruption during demolition activities. Any required property access shall be approved by DDA at least 48 hours in advance. Any damage to road surface (rutting) or adjacent infrastructures will be at the responsibility of the Proposer.

Storm Water Containment- To block solids in storm water runoff to all nearby stormwater and detention areas, the Proposer must secure any necessary permitting, including soil erosion, and use silt screens or secure loose dirt by using approved methods to avoid discharge. Storm water best management practices must be implemented.

Safety- The Proposer shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA and Worker's Compensation Regulations. Precautions and safety measures shall be provided for the safety of all workers. The Proposer shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, personal injury, occupational disease, or damage to property, materials, supplies, or equipment. Proposer shall provide information describing the specific safety measures/plans to be used in this project to protect personnel, public, structures, and infrastructure.

Hazardous Materials – Preliminary inspections of the site have been performed to visually identify any contamination related to hazardous materials, and Proposer acknowledges the receipt of the presently available reports to assess the proper and lawful handling of all hazardous materials that are associated with any aspect of this scope of work. **Proper handling and disposal of all hazardous materials is a material condition of the contract.**

EVALUATION CRITERIA

The following criteria will be used by DDA staff to evaluate the proposals:

- **Qualifications/Experience** – The qualifications and experience of the Proposer in demolition services for historic properties. The proposal should describe Proposer’s qualifications, including any experience or approach that would benefit the project as a whole. The proposal should include examples of similar projects and any concepts where Proposer’s unique ability might benefit the project.
- **Schedule/Fee:** The Proposer shall provide an estimated project schedule and timeline to complete the scope of work. Proposer shall provide DDA with a lump sum price for performing the work, taking ownership of all materials in the demolition process, and grade restoration of the effected property.

Only Proposals meeting the following base information will be considered:

- An authorized representative must sign the proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- The name and mailing address of the business and the signature of at least one of the owners must be shown.
- DDA reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself, as well as, insurance documentation. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- A Proposer’s prior performance on similar contracts may be considered in evaluating proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. DDA reserves the right to negotiate a best and final offer with the selected Proposer.

THE FOLLOWING ATTACHMENTS MUST BE COMPLETED AND INCLUDED IN ANY PROPOSAL

DDA RFP NO. 24 - 01
Submission Form

RFP No: 24-01
RFP Due Date: 3:00 P.M. (EST)
November 12, 2024

Submit to: LAKE ORION DOWNDOWN DEVELOPMENT AUTHORITY
c/o Matthew Gibb, Executive Director
118 N. Broadway St.
Lake Orion, MI 48362

As outlined in the Evaluation Criteria of this RFP, please be sure to attach evidence of the following:

- Qualifications and experience
- References
- Any deviations or alterations form the scope of work
- Timeline for completion of Scope of Work
- Itemized Cost breakdown
- Current Insurance Certificates (General Liability / Worker’s Compensation)

Company Name: _____

Principle Contact: _____ Title: _____

Contact Number: _____ Email: _____

The undersigned certifies that the information provided in its submission of response to DDA RFP 24 - 01 is a true representation of its company’s qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ADDITIONAL CONDITIONS AND TERMS

Instructions:

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to DDA, unless otherwise specified elsewhere in this proposal request.

RFP Return

Unless submitting via electronic mail, **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with a best offer price extended.

Proposal must be sealed, and to ensure proper recognition upon its arrival, list the Proposal Number, Proposal Description (Lake Orion Lumber Demo) and the Proposal Opening Date on the outside of the envelope.

Late Proposals:

Proposals must be received prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

Acceptance:

DDA reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **to obtain the best value for DDA.**

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- Failure to follow instructions furnished by DDA;
- Lack of signature by an authorized representative on the proposal form;
- Failure to properly complete the proposal;
- Evidence of collusion among proposers; or
- Unauthorized alteration of proposal form. DDA reserves the right to waive any informality or irregularity.

All proposers are hereby notified that DDA shall consider all factors it believes to be relevant in selecting the offer that provides the best value for DDA including, but not limited to the offer price, the proximity of the proposer, proposer's ability to perform the contract for DDA, the delivery date and timeline to complete the scope of work, the reputation of the proposer, prior performance of contracts with DDA, the proposer's compliance with ordinances and regulations, and any relevant criteria specifically listed in this request for proposal. The contract may be awarded either to the highest responsible proposer or to the proposer who provides services at the best value for DDA. The decision of DDA shall be final. DDA prefers to award the entire contract to a single proposer.

Upon acceptance and award of the RFP, DDA shall promptly issue its proposed contract which shall be in accord with all general industry standards. The contract shall not be assignable and shall comply with the insurance requirements of the Village of Lake Orion. Proposer shall be responsible for adherence to all environmental laws and regulations that apply to the scope of work under the contract.

Firm Offer Price:

Proposers must hold their proposal offer price firm for 60 days after the proposal opening date to allow DDA sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold its proposal offer price firm for the duration of the Contract. Sealed competitive proposals may not be negotiated, amended or changed after the proposal opening date.

Lump Sum Proposals:

Lump sum proposals will only be accepted. DDA will not accept payment on terms under this Request for Proposal.

Liability:

Proposer shall be liable for all damages incurred while in performance of the work to be performed hereunder. Proposer assumes full responsibility for the work to be performed hereunder, dangerous as it is, and hereby releases, relinquishes, and discharges DDA, its officers, directors, agents, employees, and members from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, proposer, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with Proposer's work, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, PROPOSER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DDA AND EACH OF ITS AFFILIATES AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE "DDA INDEMNITEES") FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE DDA INDEMNITEES (EACH A "CLAIM"), ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GOODS, SERVICES, DELIVERABLES OR BY ANY ACT OR OMISSION OF PROPOSER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION, INTENTIONAL MISCONDUCT OF PROPOSER AND ANY OF ITS SUBCONTRACTORS OR SUPPLIERS, IN THEIR PERFORMANCE OF THIS CONTRACT OR ANY RELATED STATEMENT OF WORK; (C) PROPOSER'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS CONTRACT OR ANY RELATED PURCHASE ORDER OR STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS AND REGULATIONS IN THE PERFORMANCE OF PROPOSER'S WORK; (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY GOODS, SERVICES, OR DELIVERABLES DELIVERED PURSUANT TO THIS CONTRACT OR ANY PURCHASE ORDERS AND STATEMENTS OF WORK; AND/OR (E) ANY CLAIMS FOR PAYMENT BY PROPOSER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS, WHICH INDEMNIFICATION OBLIGATION FOR SUCH CLAIMS SHALL INCLUDE REIMBURSING DDA INDEMNITEES FOR ALL COSTS ASSOCIATED WITH THE RELEASE OR EXTINGUISHMENT OF ANY LIENS THAT MAY ARISE DUE TO CLAIMED NON-PAYMENT TO PROPOSER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN CONNECTION WITH THE GOODS, SERVICES AND DELIVERABLES UNDER THIS CONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 15. IN NO EVENT WILL PROPOSER ENTER INTO ANY SETTLEMENT WITHOUT DDA INDEMNITEE'S PRIOR WRITTEN CONSENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND ANY APPLICABLE PURCHASE ORDERS AND STATEMENTS OF WORK.

Conflict of Interest:

By doing business or seeking to do business with DDA, Proposer acknowledges that there is no real or perceived conflict of interest with Proposer’s pursuit of this Request for Proposal.

Insurance

The Proposer shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of its work hereunder. Proposer will maintain during the life of this Contract at least the following types and limits of insurance:

Commercial General Liability Insurance covering all operations under the Contract shall have limits not less than \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for property damage, and with limits of \$2,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Automobile Liability Insurance on any and all motor vehicles used in connection with the Contract, whether owned, non-owned, rented or hired, shall have limits for bodily injury or death of not less \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. The required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Workers' Compensation and Employers' Liability Insurance, as required by law, covering all its employees who perform any of the obligations of the Proposer under the Contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

DDA is to be included as an additional insured on Proposer’s Commercial General Liability and Automobile Liability policies to the extent of the Proposer’s obligations under the Contract. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to DDA. Upon formation of this Contract, Proposer’s insurance company or agent will directly provide DDA with a Certificate of Insurance evidencing the foregoing required coverage which shall provide not less than thirty (30) days prior written notice to DDA of any cancellation or material change in the insurance and upon renewal of the policies describes above.

Prior to the commencement of any work a Certificate of Insurance evidencing the required coverage must be provided by email directly from Proposer’s insurance company or agent.

Non-Discrimination Clause:

In the performance of any contract or purchase order resulting wherefrom, the contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the village regulating or applying to public improvements. Furthermore, the contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, gender identity, sexual orientation, height, weight, marital status, or physical or mental disability, except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The contractor further agrees that every subcontract

entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

Ethics Policy:

Gratuities: It shall be unethical for any person to offer, give, or agree to give any village employee or former village employee, or for any village employee or former village employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ADA Compliance:

The Lake Orion Downtown Development Authority will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the Dda and the Village of Lake Orion. Individuals with disabilities requiring such auxiliary aids or services should contact the Village of Lake Orion by writing or calling:

Sonja Stout, Village Clerk
(248) 693-8391 x 102
21 E. Church St. Lake Orion, MI 48362.

- ATTACHMENTS:**
- SITE INVENTORY**
 - SITE MAP**
 - HAZARDOUS MATERIALS TESTING REPORT Select Portions**
 - PHASE II Select Portions**
 - FULL BASELINE ENVIRONMENTAL ASSESSMENT**
 - AVAILABLE ON REQUEST**

IN ADDITION TO THE ATTACHED:

DOCUMENTS SUPPORTING THIS DDA RFP NO. 24-01 CAN BE FOUND at www.downtownlakeorion.org on the page titled LUMBER YARD

BUILDING 1

Approx Sq Ft: 720
Utilities: Disconnected
Materials: Wood sitting on wood platform



BUILDING 2

Approx Sq Ft: 420
Utilities: Never Connected
Materials: Used Semi Trailer on wheels and blocks



BUILDING 3

Approx Sq Ft: 710
Utilities: No Electric, former propane Heater removed/disconnected
Materials: Wood structure on slab



BUILDING 4

Approx Sq Ft: 100
Utilities: Never Connected
Materials: Wood Shed



BUILDING 5

Approx Sq Ft: 340
Utilities: Never connected
Materials: Wood on slab



BUILDING 6

Approx Sq Ft: 420
Utilities: Never connected
Materials: Used semi-trailer on wheels and blocks



BUILDING 7

Approx Sq Ft: 1260
Utilities: Exterior electric disconnected
Materials: Wood on slab



BUILDING 8

Approx Sq Ft: 464
Utilities: Disconnected
Materials: Wood on slab



BUILDING 9

Approx Sq Ft: 120
Utilities: Never connected
Materials: Wood Shed



BUILDING 10

Approx Sq Ft: 1200
Utilities: Never connected
Materials: Wood on posts



BUILDING 11

Approx Sq Ft: 1480
Utilities: Never connected
Materials: Wood on posts



BUILDING 12

Approx Sq Ft: 100
Utilities: Never connected
Materials: Wood Shed



BUILDING 13

Approx Sq Ft: 700
Utilities: Never connected
Materials: Old Semi Trailer on blocks



BUILDING 14

Approx Sq Ft: 320
Utilities: Never connected
Materials: Wood on wood platform



BUILDING 15

Approx Sq Ft: 120
Utilities: Never connected
Materials: Wood Shed



BUILDING 16

Approx Sq Ft: 120
Utilities: Never connected
Materials: Wood shed



BUILDING 17

Approx Sq Ft: 960
Utilities: Disconnected
Materials: Wood on slab



BUILDING 18

Approx Sq Ft: 1170
Utilities: None
Materials: Wood, stem wall, filled with doors, etc



BUILDING 19

Approx Sq Ft: 600
Utilities: None
Materials: Wood, subject to salvage by DDA prior



Michael Baker

I N T E R N A T I O N A L

Airside Office Park
100 Airside Drive
Moon Township, PA 15108

Hazardous Material Report for the Former Lake Orion Lumber Yard



Prepared for:
Village of Lake Orion
Downtown Development Authority

Date: April 11, 2024

April 11, 2024

Village of Lake Orion Downtown Development Authority
Matthew Gibb
Executive Director
118 N Broadway Street
Lake Orion, MI 48362

Re: Pre-Demolition Hazardous Materials and Asbestos Survey

Dear Matthew Gibb:

I am pleased to provide you with this letter report, detailing the environmental sampling services that Michael Baker International, Inc. (Michael Baker) has recently provided for your department.

Scope of Work

Michael Baker was requested to conduct limited hazardous material inspections for the presence of asbestos-containing materials (ACM), lead-containing paint (LCP), and other hazardous materials within thirty-two (32) buildings of the former Lake Orion Lumber Yard, located at 215 South Broadway, in the village of Lake Orion, Oakland County, in Michigan. The purpose of the inspection was to meet the requirements of the United States Environmental Protection Agency (USEPA), State of Michigan, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) standards. The NESHAP standard (40 CFR, Part 61) requires that an asbestos inspection be conducted prior to renovation/demolition activities of any structure or dwelling. The buildings that were inspected during this project were Buildings 1-17, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22, 23, 24, 25A, 25B, 25C, and 26.

Field Visit Investigation

The survey was conducted during February 29 and March 1, 2024, by a Michigan-licensed Asbestos Inspector (Gary R. Case – Michigan License A13352). The Michael Baker field inspector identified fifty-three (53) suspected building materials from the trailers. The bulk material samples were collected and analyzed for the presence of asbestos. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for bulk material analysis for asbestos. The bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM), Environmental Protection Agency (EPA) Method for Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 (7/93 Edition). The specific information for all of the building components that were sampled as suspected ACM is provided in Attachment A.

Matthew Gibb
April 11, 2024
Page 2

Findings and Recommendations

Asbestos Survey

As for the building materials recorded in Table 1 which is the Summary of ACM, the laboratory analyses of the material samples indicated that three (3) of the sampled materials contained asbestos greater than the EPA criteria level of 1% asbestos by weight and/or in accordance with USEPA NESHAP regulations. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment B.

The ACM is listed below.

Building	Material Number	Material	Location(s)	Quantity
1	#11	Thermal Insulation Board (White)	Room1	4 Square Feet
1	#15	Vinyl Floor Tile and Floor Adhesive (12"x12" White VFT & Black FA)	Room3	20 Square Feet
24	#49	Asphaltic Roofing Material (Gray Rolled Sheeting and Tar Materials)	Roof	600 Square Feet

While the materials can be managed in-place with little potential hazard, due to the proposed demolition project, all of the ACM that will be impacted or disturbed should be safely removed and disposed of, accordingly, by an asbestos abatement firm that is licensed by the State of Michigan. Abatement plans for the regulated ACM should be designed in accordance with USEPA and other federal, state, and local regulations and/or using appropriate guidelines by an Asbestos Project Designer. All abatement activities should be overseen and managed by an experienced and licensed Asbestos Supervisor. Removal notifications, activities, and disposal must be completed in accordance with USEPA (40 CFR Part 61), OSHA (29 CFR 1926.1101), and Michigan regulations, as well as other applicable federal, state, and local regulations.

Paint Survey

Based upon the age of the selected buildings, the buildings contain building components that are coated with LCP (see Table 2). The exterior and interiors of the selected buildings had areas of damaged or deteriorated paint. If the buildings are demolished, the selected contractor should be responsible for the safe and proper handling of the painted items according to all federal, state, and local regulations. All of the activities should be overseen and managed by an experienced supervisor and trained workers. The contractor should comply with the OSHA lead standard, which regulates occupational exposure to lead.

Matthew Gibb
April 11, 2024
Page 3

Other Hazardous Materials Survey

An investigation for evidence of mold, water intrusion, other hazardous materials, safety issues, and other hazards was conducted in the buildings. Several items, such as thermostats and fluorescent lights that may contain mercury, and ballasts that may contain PCBs were searched for throughout the buildings. The results of the investigation for other hazards and the field data to support the following environmental and safety hazard concerns are documented within Table 3. All of the items should be corrected and/or handled prior to the proposed demolition project to ensure that the current building conditions do not represent any safety concerns during the project.

Michael Baker was pleased to assist with this project and to work with your fine employees. Should you have any questions regarding this report, please do not hesitate to contact me at (412) 260-1280.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Gary R. Case
Project Manager

Attachment(s)

Disclaimer

The information that is presented in this report reflects the conditions that were observed in the building(s) during the time frame this inspection was conducted. Although every effort was made to identify the potential suspect building materials and components, there is no guarantee that additional building materials in these damaged buildings are not present. Conditions may exist in the building(s), such that inaccessible materials may only become apparent during demolition activities. If any hidden, suspicious material is encountered, it is recommended that the material be analyzed to confirm its asbestos content.



SOURCE: GOOGLE 04/2017

SCALE: 0 70

S.O. NO.: 199511

DSN/DWN:

DATE: MARCH 2024

FILE: 199511_ORION_01

CHK:

Michael Baker
 INTERNATIONAL
 MICHAEL BAKER INTERNATIONAL
 MOON TOWNSHIP, PENNSYLVANIA

OVERALL BUILDING LAYOUT
 HAZARDOUS MATERIAL SURVEY
 LAKE ORION LUMBER COMPANY
 LAKE ORION, MICHIGAN

TABLE 1

SURVEY OF ASBESTOS-CONTAINING MATERIALS

FORMER LAKE ORION LUMBER YARD
LAKE ORION, MICHIGAN

Homogeneous Material Number	Material Type	Material Description	Category of ACM	Approximate Quantity of Asbestos	Condition of Material
11	Thermal Insulation Board	White	Friable ACM	4 Square Feet	Damaged
15	Vinyl Floor Tile and Floor Adhesive	12" x 12" White VFT and Black FA	Category I Non-friable ACM	20 Square Feet	Damaged
49	Asphaltic Roofing Material	Gray Roll Sheeting and Tar Materials	Category I Non-friable ACM	600 Square Feet	Damaged

TABLE 2

SURVEY OF LEAD PAINT

**FORMER LAKE ORION LUMBER YARD
LAKE ORION, MICHIGAN**

Buildings	Component	Locations	Color	Substrate	Condition	Findings	Recommendations
All Buildings	All painted components	Interior and Exterior	All Paint Colors	All Substrates	All Conditions	All paint contains at least a trace of lead and must be addressed according to OSHA requirements.	If impacted by demolition activities, proper handling and/or removal of the lead-containing paint is needed.

* The requirements of the Occupational Safety and Health Administration (OSHA) Construction Standards need to be invoked if any metal content is present in the paint that may be affected by renovation activities. OSHA does not provide a minimum concentration criteria level for lead; however, it requires precautions and protection for workers and the working environment be taken at any work place where an exposure to airborne metals may occur.

TABLE 3

SUMMARY OF OTHER POTENTIALLY HAZARDOUS WASTE

**FORMER LAKE ORION LUMBER YARD
LAKE ORION, MICHIGAN**

Buildings	Light Bulbs	Ballasts	Thermostats	Other Hazardous Materials	Recommendations
1	4 - 4' bulbs	1	1	Various bottles, cans, and containers of normal commercial and industrial products (such as cleaners, solvents, and oils) were located in the buildings.	If impacted by demolition activities, proper handling and/or removal of these components is needed.
3	6 - 4' bulbs	3	0		
All of the Other Buildings	0	0	0		
----	----	----	----	There are three propane tanks near Building 11.	
----	----	----	----	There is a plastic 5-gallon gas container within Building 13.	
----	----	----	----	There is a propane tank within Building 25B.	
----	----	----	----	There are two aboveground fuel storage tanks located on site.	
----	----	----	----	There is a large tanker truck and a motorcycle located on site.	

NOTE: These are approximate quantities tallied at the time of the survey. Actual quantities should be field verified upon removal and/or demolition of the buildings.

ATTACHMENT A

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 1

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
1	Wall and Ceiling Plaster	White Top Coat with Tan Base Coat	Throughout the Building	No	LC - 01A (M) LC - 01A (SC) LC - 01B (M) LC - 01B (SC) LC - 01C (M) LC - 01C (SC)	None Detected None Detected None Detected None Detected None Detected None Detected	Room 2 Room 2 Room 2 Room 2 Room 2 Room 2	No	Not Applicable	Not Applicable
2	Wall and Ceiling Board	White, with White Joint Compound	Throughout the Building	No	LC - 02A LC - 02B	None Detected None Detected	Room 3 Room 3	No	Not Applicable	Not Applicable
3	Vinyl Floor Tile and Floor Adhesive	9" x 9" Brown and Red Streaks VFT and Black FA	Room 1	No	LC - 03A LC - 03B (VFT) LC - 03B (FA)	None Detected None Detected None Detected	Room 1 Room 1 Room 1	No	Not Applicable	Not Applicable
4	Floor Adhesive	Black, under 9" x 9" Wood Floor Tiles	Throughout the Building	No	LC - 04A LC - 04B	None Detected None Detected	Room 4 Room 4	No	Not Applicable	Not Applicable

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 1

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
5	Ceiling Tile	14" x 14" Solid	Throughout the Building	Yes	LC - 05A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 05B	None Detected	Room 1			
6	Ceiling Tile	14" x 32" Solid	Throughout the Building	Yes	LC - 06A	None Detected	Room 3	No	Not Applicable	Not Applicable
					LC - 06B	None Detected	Room 3			
7	Ceiling Tile	1' x 1' Solid	Throughout the Building	Yes	LC - 07A	None Detected	Room 4	No	Not Applicable	Not Applicable
					LC - 07B	None Detected	Room 4			
8	Ceiling Tile Adhesive	Brown, under 14" x 14" Solid	Throughout the Building	No	LC - 08A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 08B	None Detected	Room 1			
9	Ceiling Tile Adhesive	Brown, under 14" x 32" Solid	Throughout the Building	No	LC - 09A	None Detected	Room 3	No	Not Applicable	Not Applicable
					LC - 09B	None Detected	Room 3			
10	Ceiling Tile Adhesive	Brown, under 1' x 1' Solid	Throughout the Building	No	LC - 10A	None Detected	Room 4	No	Not Applicable	Not Applicable
					LC - 10B	None Detected	Room 4			
11	Thermal Insulation Board	White	Room 1	Yes	LC - 11A	20% Chrysotile	Room 1	Yes	4 Square Feet	Damaged
					LC - 11B	Not Analyzed	Room 1			
					LC - 11C	Not Analyzed	Room 1			

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ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 1

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
12	Caulking	White	Throughout the Building	No	LC - 12A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 12B	None Detected	Room 1			
13	Asphaltic Roofing Material	Brown Shingles	Exterior Roof over Side Door	No	LC - 13A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 13B	None Detected	Roof			
14	Asphaltic Roofing Material	Black Membrane and Black Tar	Exterior Roof	No	LC - 14A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 14B	None Detected	Roof			
15	Vinyl Floor Tile and Floor Adhesive	9" x 9" White VFT and Black FA	Room 1	No	LC - 15A (VFT)	2% Chrysotile	Room 1	Yes	20 Square Feet	Damaged
					LC - 15A (FA)	None Detected	Room 1			
					LC - 15B (VFT)	Not Analyzed	Room 1			
					LC - 15B (FA)	None Detected	Room 1			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 2

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
16	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 16A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 16B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 3

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
17	Wall and Ceiling Board	White, with White Joint Compound	Throughout the Building	No	LC - 17A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 17B	None Detected	Room 1			
18	Ceiling Tile	2' x 2' Wavy	Throughout the Building	Yes	LC - 18A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 18B	None Detected	Room 1			
19	Asphaltic Roofing Material	Green Shingles	Exterior Roof	No	LC - 19A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 19B	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 27

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
20	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 20A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 20B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 4

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
21	Wall and Ceiling Board	White, with White Joint Compound	Throughout the Building	No	LC - 21A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 21B	None Detected	Room 1			
22	Asphaltic Roofing Material	Black Roll	Exterior Roof	No	LC - 22A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 22B	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 5

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 6

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
23	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 23A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 23B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 7

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
24	Wall and Ceiling Board	White, with White Joint Compound	Throughout the Building	No	LC - 24A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 24B	None Detected	Room 1			
25	Asphaltic Roofing Material	Black Tar Paper	Throughout the Building	No	LC - 25A	None Detected	Room 1	No	Not Applicable	Not Applicable
					LC - 25B	None Detected	Room 1			
26	Asphaltic Roofing Material	Gray Shingles	Exterior Roof	No	LC - 26A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 26B	None Detected	Roof			
27	Asphaltic Roofing Material	Red/Gray Shingles	Exterior Roof	No	LC - 27A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 27B	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 8

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
28	Asphaltic Roofing Material	Green Shingles	Exterior Roof	No	LC - 28A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 28B	None Detected	Roof			
29	Asphaltic Roofing Material	Red Shingles	Exterior Roof	No	LC - 29A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 29B	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 9

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 10

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
30	Asphaltic Siding	Red Shingles	Exterior	No	LC - 30A	None Detected	Exterior	No	Not Applicable	Not Applicable
					LC - 30B	None Detected	Exterior			
31	Asphaltic Roofing Material	Black Roll	Exterior Roof	No	LC - 31A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 31B	None Detected	Roof			
32	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 32A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 32B	None Detected	Roof			

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 11

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
33	Asphaltic Roofing Material	Green Shingles	Exterior Roof	No	LC - 33A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 33B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 12

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
34	Asphaltic Roofing Material	Gray Shingles	Exterior Roof	No	LC - 34A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 34B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 13

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
35	Asphaltic Roofing Material	Red Shingles	Exterior Roof	No	LC - 35A (S) LC - 35A (T) LC - 35B	None Detected None Detected None Detected	Roof Roof Roof	No	Not Applicable	Not Applicable

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 14

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 15

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 16

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
36	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 36A (S)	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 36A (T)	None Detected	Roof			
					LC - 36B (S)	None Detected	Roof			
					LC - 36B (T)	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 17

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 18A

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
37	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 37A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 37B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 18B

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
38	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 38A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 38B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 19A

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
NO SUSPECT MATERIALS IDENTIFIED IN THIS BUILDING.										

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 19B

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
39	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 39A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 39B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 20A

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
40	Asphaltic Roofing Material	Rubber Membrane and Sealant	Exterior Roof	No	LC - 40A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 40B	None Detected	Roof			
41	Asphaltic Roofing Material	Black Shingles	Exterior Roof	No	LC - 41A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 41B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 20B

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
42	Asphaltic Roofing Material	Red Shingles	Exterior Roof	No	LC - 42A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 42B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 21A

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
43	Asphaltic Roofing Material	Gray Membrane and Glue	Exterior Roof	No	LC - 43A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 43B	None Detected	Roof			
44	Asphaltic Roofing Material	Green Shingles	Exterior Roof	No	LC - 44A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 44B	None Detected	Roof			

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ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 21B

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
45	Asphaltic Roofing Material	Gray Membrane and Glue	Exterior Roof	No	LC - 45A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 45B	None Detected	Roof			
46	Asphaltic Roofing Material	Green Shingles	Exterior Roof	No	LC - 46A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 46B	None Detected	Roof			

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ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 22

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
47	Asphaltic Roofing Material	Gray Roll	Exterior Roof	No	LC - 47A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 47B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 23

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
48	Asphaltic Roofing Material	Brown Shingles	Exterior Roof	No	LC - 48A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 48B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 24

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
49	Asphaltic Roofing Material	Gray Roll Sheeting and Tar Materials	Exterior Roof	No	LC - 49A LC - 49B	4% Chrysotile Not Analyzed	Roof Roof	Yes	600 Square Feet	Damaged

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 25A

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
50	Asphaltic Roofing Material	Gray Shingles	Exterior Roof	No	LC - 50A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 50B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 25B

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
51	Asphaltic Roofing Material	Gray Shingles	Exterior Roof	No	LC - 51A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 51B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 25C

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
52	Asphaltic Roofing Material	Gray Roll	Exterior Roof	No	LC - 52A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 52B	None Detected	Roof			

ASBESTOS SURVEY MATERIAL SUMMARY

FORMER LAKE ORION LUMBER YARD LAKE ORION, MICHIGAN

BUILDING 26

Homogeneous Material Number	Material Type	Material Description	Material Locations	Friable	Sample Numbers	Sample Results	Sample Locations	Asbestos-Containing Material	Approximate Quantity of Asbestos	Condition of Material
53	Asphaltic Roofing Material	Gray Shingles	Exterior Roof	No	LC - 53A	None Detected	Roof	No	Not Applicable	Not Applicable
					LC - 53B	None Detected	Roof			

PHASE II ENVIRONMENTAL SITE ASSESSMENT

215 S. Broadway Street, Lake Orion, Michigan
AKT Peerless Project No. 9984F-3-20

1.0 Introduction

Village of Lake Orion Downtown Development Authority (DDA; Client) retained AKT Peerless to conduct a Phase II Environmental Site Assessment (ESA) of the property located at 215 S. Broadway Street in Lake Orion, Oakland County, Michigan (the subject property). This Phase II ESA was conducted in accordance with AKT Peerless’ Proposal for a Phase II ESA (Proposal Number PF-31525), dated November 10, 2022, and is based on ASTM International Standard Practice E 1903-19, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* (ASTM Standard Practice E 1903).

The Phase II ESA scope of work was intended to evaluate the recognized environmental conditions (RECs) identified by AKT Peerless during its November 2022 Phase I ESA (see Section 2.4).

AKT Peerless’ Phase II ESA report documents the field activities, sampling protocols, and laboratory results associated with this assessment. AKT Peerless’ Phase II ESA was performed for the benefit of Village of Lake Orion DDA, who may rely on the contents and conclusions of this report.

2.0 Background

2.1 Site Description and Physical Setting

The subject property is located in the northeast ¼ of Section 11 in the Village of Lake Orion (T.4N./R.10E.), Oakland County, Michigan. The subject property is located on the east side of South Broadway Street between Atwater Street and Paint Creek.

See the following table for additional subject property details. For ease of reference in this report, AKT Peerless has designated each of the subject property parcels with a letter. These designations have no relevance to legally recorded data about the subject property.

Subject Property Identifiers

Parcel	Address	Tax Identification Number	Owner of Record	Approximate Acreage
A	215 S. Broadway Street	09-11-228-016	John Nowels	1.28
B	215 S. Broadway Street	09-11-228-004	John R. Nowels	0.26
C	215 S. Broadway Street	09-11-228-020	Lake Orion Lumber Co.	2.57

Parcel A is improved with one 1,408-square foot commercial building (Subject Building 1), currently used as the Lake Orion Lumber office, and one 1,280-square foot storage building (Subject Building 2). In

addition, Parcel C is improved with seven outbuildings. Outbuildings 1, 5, and 6 are currently used for miscellaneous equipment storage. Outbuildings 2, 3, and 4 were formerly used as office space, but are no longer used for a significant or obvious purpose. Outbuilding 7 contains a saw room as well as lumber storage. Several other lean-to structures are present on Parcel C, which are currently used for lumber storage, as well as the remains of two collapsed sheds.

Refer to Figure 1 for a topographic site location map. See Figure 2 for a site map.

2.2 Subject Property History and Land Use

The subject property has operated as a lumberyard since at least 1900, and has contained the subject buildings, associated outbuildings, and woodsheds since at least 1926. Parcels A and C of the subject property additionally operated as a coal yard from at least 1926 until at least the late 1970s, while Parcel B was occupied by a bulk gasoline storage facility from at least 1926 until approximately 1980.

2.3 Adjacent Property Land Use

The adjoining properties have included various residential and commercial developments since at least 1926. The southern adjoining property (i.e., M-24 & Atwater; 295 South Broadway Street; and 303 S. Broadway Street) operated as a gasoline station with four bulk gasoline storage tanks in addition to three gasoline underground storage tanks (USTs) in the 1930s and 1940s, and the southwestern adjoining property (261 S. Broadway Street) operated as a gasoline station in the 1930s through 1950s.

2.4 Previous Environmental Investigations

On November 9, 2022, AKT Peerless prepared a Phase I ESA of the subject property in accordance with United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiry [(AAI), 40 Code of Federal Regulations (CFR) Part 312] and ASTM International Standard Practice E 1527-21 (ASTM Standard Practice E 1527).

At the time of the assessment, Subject Building 1 was used as offices by Lake Orion Lumber. Subject Building 2 was leased out by Lake Orion Lumber to an auto parts sales business, which utilized the building for storage. Parcel B was undeveloped, heavily vegetated, and not used for a significant or obvious purpose. Parcel C contained numerous outbuildings used for storage by Lake Orion Lumber, some of which were in considerable disrepair. The uses of these outbuildings is summarized in Section 2.1 above.

The following RECs were identified in connection with the subject property:

REC 1 - Parcels A and C of the subject property have been used for lumber storage since at least 1926.

Lumber storage during this time period typically involved the placement and/or processing of chemically treated wood often on unpaved surfaces. In addition to lumber, coal was formerly stored at the subject property for sale and consumptive use (i.e., Subject Building 1 historically utilized coal heating). The long-term exterior storage of lumber and other materials and the storage of coal on Parcels A and C represents an REC.

REC 2 - Parcel A contained a rail line from at least 1926 until 1980, with rail spurs extending from the rail line across Parcel A and the northwestern portion of Parcel C, terminating near Subject Building 2 and Outbuilding 1. The construction of rail lines and spurs may include the use of fill material of unknown origin as ballast to support the ties and rails. Furthermore, maintenance of rail lines

and spurs may include the use of dust control agents. The potential also exists for leaks or spills of hazardous materials or petroleum products associated with the use of rail lines and spurs. The presence of a rail line on Parcel A and rail spurs on Parcel A and the northwestern portion of Parcel C therefore represents an REC.

- REC 3** - Parcel B was historically used as a bulk gasoline station from at least 1926 until the mid-1980s, with up to five aboveground storage tanks (ASTs) present on the parcel prior to their apparent removal in the mid-1980s. The bulk gasoline station also included a pump house and automotive service garage. No information regarding the removal of the bulk gasoline station or subsequent subsurface investigations were identified during this assessment. It is also unknown as to whether the bulk gasoline station utilized USTs. According to aerial photographs, Parcel B was used for exterior storage of lumber and other materials following removal of the ASTs by 1990. The historical use of Parcel B as a bulk gasoline station and subsequent use of Parcel B for exterior materials storage therefore represents an REC.
- REC 4** - Based on a review of fire insurance maps and aerial photographs, an oil house was located on the northwestern portion of Parcel C in 1926 and up to four ASTs were present on the eastern portion of Parcel C from approximately 1976 until approximately 1999. The contents of these ASTs were not identified during this assessment, although, according to the subject property owner, at least some of these ASTs were replaced by two USTs containing diesel and kerosene. The former presence of an oil house on the northwestern portion of Parcel C and up to four bulk ASTs on the eastern portion of Parcel C represents an REC.
- REC 5** - The southern adjoining property (i.e., M-24 and Atwater; 295 South Broadway Street; and 303 S. Broadway Street) was operated as a bulk gasoline station from at least the 1930s through the 1950s. The total number of ASTs and USTs historically present on this adjoining property is unknown; however, at least four orphan USTs were discovered on the property between 1993 and 2003 and fire insurance maps depict four gasoline ASTs. Subsurface investigations on the adjoining property confirmed the presence of volatile organic compounds (VOCs) and lead in soil and groundwater at concentrations in excess of Part 201 Residential Cleanup Criteria (RCC). Contaminated soil remains present on the southern adjoining property and groundwater is expected to flow northeast toward the subject property. Therefore, the historical use of, and documented contamination at, the southern adjoining property represents an REC.
- REC 6** - A gasoline station with between two and four USTs was historically present on the southwestern adjoining property (i.e., 261 S. Broadway Street) from at least 1934 until at least 1963. No information regarding the removal of these USTs or subsequent subsurface investigations were identified during this assessment. The historical use of the southwestern adjoining property as a gasoline station therefore represents an REC.

AKT Peerless recommended further investigation to evaluate the nature, extent, magnitude, and materiality of the above-identified RECs.

In addition to the RECs identified above, the following historical recognized environmental condition (HREC) was identified in connection with the subject property:

- HREC 1** - According to Michigan Department of Licensing and Regulatory Affairs (LARA) Bureau of Fire Services (BFS) records and the subject property owner, one 20,000-gallon diesel UST (Tank 1) and one 20,000-gallon kerosene UST (Tank 2) were installed on the northeastern portion of Parcel C

of the subject property in January 1986 to replace ASTs that were removed in 1985. Tanks 1 and 2 were removed from the ground in June 2000, at which time a confirmed release (C-0516-00) was reported. Insight Environmental Services, Inc. completed a Leaking Underground Storage Tank (LUST) Closure Report in July 2000. Ten soil samples were collected from the sidewalls of the excavation and one groundwater sample was collected from the floor of the excavation. Analytical results indicated that 1,2,4-trimethylbenzene (1,2,4-TMB) was detected in one soil sample at a concentration above the Part 201 Generic Cleanup Criteria for Groundwater Surface Water Interface Protection (GSIP). In addition, 1,2,4-TMB was detected in the groundwater sample at a concentration above Part 201 Generic Cleanup Criteria for Groundwater Surface Water Interface (GSI) and Drinking Water (DW). This investigation associated with the confirmed release was administratively closed on November 1, 2000, and unrestricted residential use of the subject property was granted. A Risk-Based Corrective Action (RBCA) Pathway Analysis was completed as part of the Closure Report. The RBCA evaluated all possible exposure pathways and determined further remediation was not necessary. The “closed” status of the confirmed release investigation therefore represents an HREC.

AKT Peerless did not recommend further evaluation of this HREC.

3.0 Phase II Environmental Site Assessment Activities

The following sections summarize the subsurface investigation activities conducted by AKT Peerless.

3.1 Scope of Assessment

To further evaluate the RECs identified in Section 2.4, AKT Peerless conducted a subsurface investigation at the subject property that included: (1) the advancement of nineteen soil borings (SB-1 through SB-19); (2) the installation of eight temporary groundwater monitoring wells (SB-2-GW, SB-6-GW, SB-9-GW, SB-12-GW, SB-14-GW, SB-16-GW, SB-17-GW, and SB-18-GW); and (3) the collection of seventeen soil samples and eight groundwater samples. The following samples were submitted for laboratory analyses:

- Seventeen soil samples for VOCs, semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), polychlorinated biphenyls (PCBs), one or more of the Michigan Ten Metals (i.e., arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), creosote acid extractables, ethylene glycol, pesticides, and/or vanadium.
- Eight groundwater samples for VOCs, SVOCs, PNAs, one or more of the Michigan Ten Metals (dissolved), creosote, ethylene glycol, and/or pesticides.

The following table summarizes each REC, the site investigation activities performed to address each REC, and the laboratory parameters used to address each REC.

Summary of Investigation Activity

REC #	Environmental Concern	Investigation Activity	Analytical Parameters
1	Historical use of Parcels A and C as a lumber yard, including lumber storage (interior and exterior), coal storage, and other exterior materials storage.	SB-4*, SB-5*, SB-7, SB-8, SB-9, SB-9-GW, SB-10, SB-11, SB-12, SB-12-GW	VOCs, PNAs, SVOCs, Michigan Ten Metals, vanadium, PCBs, creosote, and/or pesticides
2	Historical presence of a rail line and/or rail spurs on Parcels A and C.	SB-1, SB-3, SB-4*, SB-5*	VOCs, PNAs, Michigan Ten Metals, vanadium, PCBs, and/or creosote
3	Historical use of Parcel B as a bulk gasoline station with up to five bulk ASTs and subsequent use of Parcel B for exterior lumber and other materials storage.	SB-13, SB-14, SB-14-GW SB-15, SB-16, SB-16-GW	VOCs, PNAs, PCBs, ethylene glycol, cadmium, chromium, and/or lead
4	Former presence of an oil house on the northwestern portion of Parcel C and up to four bulk ASTs on the eastern portion of Parcel C.	SB-6, SB-6-GW, SB-18, SB-18-GW, SB-19	VOCs, PNAs, cadmium, chromium, lead, and/or PCBs
5	Historical use of the southern adjoining property (i.e., 295 S. Broadway Street) as a bulk gasoline station, with documented contamination in soil and groundwater.	SB-17-GW	VOCs, PNAs, lead
6	Historical use of the southwestern adjoining property (i.e., 261 S. Broadway Street) as a gasoline station with up to four USTs.	SB-2-GW	VOCs, PNAs, lead

*Note: Soil boring intended to evaluate more than one REC.

3.1.1 Soil Evaluation

On December 6 and December 7, 2022, AKT Peerless advanced nineteen soil borings at the subject property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) procedures following the guidance outlined in ASTM Standard Practice E 1903. AKT Peerless collected continuous soil samples from the soil borings to depths of up to 20 feet below ground surface (bgs), the maximum depth explored. AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location.

Refer to Figure 2 for a site map with soil boring locations. Boring logs are provided in **Appendix A**.

3.1.2 Groundwater Evaluation

AKT Peerless encountered groundwater in eight of the soil borings advanced at the subject property (i.e., at soil boring locations SB-2, SB-6, SB-9, SB-12, SB-14, SB-16, SB-17, and SB-18). AKT Peerless installed a

temporary groundwater monitoring well at these soil boring locations. A one-inch polyvinyl chloride (PVC) riser with a five-foot screen was utilized for each temporary groundwater monitoring well.

Refer to Figure 2 for a site map with the temporary groundwater monitoring well locations.

3.2 Quality Assurance/Quality Control

To ensure the accuracy of data collected during on-site activities, AKT Peerless implemented proper quality assurance/quality control (QA/QC) measures. The QA/QC procedures included, but were not limited to, (1) decontamination of sampling equipment before and between sampling events, (2) calibration of field equipment, (3) documentation of field activities, and (4) sample preservation techniques.

3.2.1 Decontamination of Equipment

During sample collection, AKT Peerless adhered to proper decontamination procedures. Sampling equipment was decontaminated using the following methods to minimize potential cross-contamination of soil and groundwater samples:

- Steam-cleaning or washing and scrubbing the equipment with non-phosphate detergent
- Rinsing the equipment
- Air-drying the equipment

3.2.2 Calibration of Field Equipment

AKT Peerless utilized an organic vapor meter/photoionization detector (OVM/PID) during subsurface investigation activities at the subject property. The OVM/PID was maintained in a calibrated condition using 100 parts per million (ppm) isobutylene span gas prior to subsurface investigation activities.

3.2.3 Documentation of Activities

During AKT Peerless' subsurface investigation activities, subject property conditions (i.e., soil boring locations, weather conditions) were documented. AKT Peerless visually inspected the soil and groundwater samples and prepared a geologic log for each soil boring. The logs include soil characteristics such as (1) color, (2) composition (e.g., sand, clay, or gravel), (3) soil moisture and water table depth, and (4) signs of possible contamination (i.e., stained or discolored soil, odors). Soil types were classified in accordance with ASTM Standard Practice D-2488, *Unified Soil Classification System*. All soil and groundwater samples were delivered to Fibertec Environmental Services' analytical laboratory in Holt, Michigan under chain-of-custody documentation.

See **Appendix B** for AKT Peerless' soil boring logs. See Figure 2 for a site map with soil boring locations.

3.2.4 Sample Preservation Techniques

AKT Peerless collected soil samples according to USEPA Publication SW-846, *Test Methods for Evaluating Solid Waste*. Soil and groundwater samples were collected into laboratory-supplied containers, stored on ice or at approximately four degrees Celsius, and submitted under chain-of-custody documentation.

Soil samples collected for VOCs analyses were field preserved with methanol in accordance with USEPA Method 5035. Soil samples collected for PNAs, SVOCs, PCBs, and metals analyses were stored in unpreserved, eight-ounce wide-mouth jars.

Groundwater samples collected from the temporary monitoring wells were collected with a peristaltic pump and dedicated tubing. Groundwater samples for VOCs analyses were collected with zero headspace into 40-mL glass vials and preserved with hydrochloric acid. Groundwater samples for metals analyses were collected into high-density polyethylene (HDPE) bottles and preserved with nitric acid. Groundwater samples collected for analysis of PNAs, SVOCs, creosote, pesticides, and ethylene glycol were collected into 250-mL amber glass jars.

3.3 Laboratory Analysis and Methods

AKT Peerless submitted seventeen soil samples and eight groundwater samples for laboratory analyses. The following table summarizes the location, depth, matrix, and laboratory analyses for each sample.

Sample Collection Summary

Sample Identification	Sample Matrix	Sample/Well Screen Depth Interval (feet bgs)	Laboratory Analytical Parameter(s)
SB-1	Soil	(1'-2')	VOCs, PNAs, Michigan Ten Metals, PCBs, creosote
SB-2-GW	Groundwater	(10'-15')	VOCs, PNAs, lead
SB-3	Soil	(1.5'-2.5')	VOCs, PNAs, Michigan Ten Metals, PCBs, creosote
SB-4	Soil	(1'-2')	VOCs, PNAs, Michigan Ten Metals, PCBs, creosote, vanadium
SB-5	Soil	(1.5'-2.5')	VOCs, PNAs, Michigan Ten Metals, PCBs, creosote, vanadium
SB-6	Soil	(2'-3')	VOCs, PNAs, PCBs
SB-6-GW	Groundwater	(10'-15')	VOCs, PNAs, cadmium, chromium, lead
SB-7	Soil	(3.5'-4.5')	VOCs, SVOCs, Michigan Ten Metals, PCBs, creosote, pesticides
SB-8	Soil	(5'-6')	VOCs, SVOCs, Michigan Ten Metals, PCBs, creosote, pesticides
SB-9	Soil	(9.5'-10.5')	VOCs, SVOCs, Michigan Ten Metals, creosote, pesticides
SB-9-GW	Groundwater	(9'-14')	VOCs, SVOCs, Michigan Ten Meals, creosote, pesticides

Sample Identification	Sample Matrix	Sample/Well Screen Depth Interval (feet bgs)	Laboratory Analytical Parameter(s)
SB-10	Soil	(1'-2')	VOCs, SVOCs, Michigan Ten Meals, creosote, pesticides
SB-11	Soil	(0.5'-1.5')	VOCs, SVOCs, Michigan Ten Meals, creosote, pesticides
SB-12	Soil	(7'-8')	VOCs, SVOCs, Michigan Ten Metals, PCBs, creosote, pesticides
SB-12-GW	Groundwater	(6'-11')	VOCs, SVOCs, Michigan Ten Meals, creosote, pesticides
SB-13	Soil	(6.5'-7.5')	VOCs, PNAs, lead
SB-14	Soil	(1.5'-2.5')	VOCs, PNAs, lead
SB-14-GW	Groundwater	(9'-14')	VOCs, lead
SB-15	Soil	(2'-3')	VOCs, PNAs, lead
SB-16	Soil	(2.5'-3.5')	VOCs, PNAs, PCBs, cadmium, chromium, lead, ethylene glycol
SB-16-GW	Groundwater	(3'-8')	VOCs, PNAs, cadmium, chromium, lead, ethylene glycol
SB-17-GW	Groundwater	(9'-14')	VOCs, PNAs, lead
SB-18	Soil	(6.5'-7.5')	VOCs, PNAs, lead
SB-18-GW	Groundwater	(6'-11')	VOCs, PNAs, lead
SB-19	Soil	(0.5'-1.5')	VOCs, PNAs, lead

The laboratory analyzed the samples for: (1) VOCs in accordance with USEPA Method 8260D; (2) PNAs, SVOCs, and creosote acid extractables in accordance with USEPA Method 8270E; (3) metals in accordance with USEPA Methods 6020B, 7470A, and 7471B; (4) PCBs in accordance with USEPA Method 8082A; pesticides in accordance with USEPA Method 8081B; and ethylene glycol in accordance with USEPA Method 8015C.

4.0 Evaluation and Presentation of Results

4.1 Subsurface Conditions

The following sections summarize the physical soil and groundwater conditions at the subject property.

4.1.1 Soil and Groundwater Conditions based on Published Material

According to the United States Department of Agriculture (USDA) Soil Conservation Service’s (SCS) publication, *Soil Survey of Oakland County, Michigan* (1982), the soil at the subject property is classified as the Urban land-Spinks-Oshtemo group, which is described as urban land and nearly level to rolling, well drained sandy soils; on outwash plains, beach ridges, and moraines.

According to the Michigan Department of Natural Resources (MDNR) Geological Survey Division’s publication, *Quaternary Geology of Southern Michigan* (1982), the Quaternary geology at the subject property is classified as “Glacial outwash sand and gravel and postglacial alluvium,” described as pale brown to pale reddish brown, fine to coarse sand alternating with layers of small gravel to heavy cobbles, mixed lithology of sedimentary, igneous, and metamorphic rocks, well to poorly-sorted, well-stratified, in places cross-bedded. Occurs as fluvial terraces along present and abandoned drainage ways, as fans and sheets flanking end moraines, and as deltas along glacial lake margins. Soil thickness ranges from three to 60 feet. Typically, glacial outwash sand and gravel are associated with moderate to high hydraulic permeability and may allow the movement of contaminants through groundwater.

AKT Peerless did not identify site-specific groundwater information in published material.

4.1.2 Soil and Groundwater Conditions based on Field Observations

During subsurface investigation activities, AKT Peerless encountered the following soil types:

- FILL from below the pavement/concrete slab or topsoil to approximately two feet bgs. This fill appeared generally as a poorly graded gravel and was found with a dark brown or black sand. In one boring location (SB-5) brick was noted.
- SAND from below the gravel to 20 feet bgs, the maximum depth explored. This sand consisted of a brown silty/fine-grained sand.
- CLAY from below the sand layer to 20 feet bgs, the maximum depth explored. This clay was only encountered in borings on Parcel B and consisted of a soft gray clay, coarse enough to be silt in some places.

AKT Peerless encountered groundwater at select soil boring locations at depths between 3.5 feet bgs and 12 feet bgs. Groundwater appeared to be consistent across the site.

With the exception of the fill material encountered, subsurface soils at the subject property are consistent with the description of “glacial outwash sand and gravel and postglacial alluvium” as described in *Quaternary Geology of Southern Michigan*.

See Figure 2 for a site map with soil boring locations. See **Appendix A** for AKT Peerless’ soil boring logs.

4.2 Laboratory Analytical Results

AKT Peerless collected soil and groundwater samples for the purpose of evaluating general site environmental conditions and to support future land use planning. When appropriate, analytical results were compared to Part 201 Generic RCC provided in Michigan Administrative Rules 299.1 through 299.50.

4.2.1 Soil Analytical Results

AKT Peerless submitted seventeen soil samples laboratory analyses of VOCs, SVOCs, PNAs, PCBs, one or more of the Michigan Ten Metals, creosote, ethylene glycol, pesticides, and/or vanadium. The results of the laboratory analyses of the soil samples are summarized in the table below:

Summary of Soil Analytical Results

Parameter	Chemical Abstract Service (CAS) Number	Sample Identification with Criteria Exceedance (depth)	Part 201 Generic RCC Exceeded/Established Criteria (µg/kg)	Maximum Concentration (µg/kg)/Sample Location
Arsenic	7440-38-2	SB-1 (1'-2') SB-3 (1.5'-2.5') SB-5 (1.5'-2.5') SB-7 (3.5'-4.5') SB-8 (5'-6')	GSIP / 4,600 DWP / 4,600 DC / 7,600	9,800 / SB-1, SB-2
Chromium (total)	7440-47-3	SB-1 (1'-2') SB-3 (1.5'-2.5') SB-4 (1'-2') SB-5 (1.5'-2.5') SB-7 (3.5'-4.5') SB-8 (5'-6') SB-9 (9.5'-10.5') SB-10 (1'-2') SB-11 (0.5'-1.5') SB-12 (7'-8') SB-16 (2.5'-3.5')	GSIP / 3,300	16,000 / SB-7
Mercury	7439-97-6	SB-1 (1'-2') SB-3 (1.5'-2.5') SB-4 (1'-2')	GSIP / 50	240 / SB-1
Selenium	7782-49-2	SB-1 (1'-2')	GSIP / 400	470 / SB-1
Benzo(a)pyrene	50-32-8	SB-1 (1'-2')	DC / 2,000	2,600 / SB-1
Benzene	71-43-2	SB-15 (2'-3')	DWP / 100	780 / SB-15
n-Butylbenzene	104-51-8	SB-15 (2'-3')	DWP / 1,600	9,600 / SB-15
sec-Butylbenzene	135-98-8	SB-15 (2'-3')	DWP / 1,600	4,100 / SB-15
Ethylbenzene	100-41-4	SB-15 (2'-3')	DWP / 1,500 GSIP / 360	1,700 / SB-15
Isopropyl benzene	98-82-8	SB-15 (2'-3')	GSIP / 3,200	3,500 / SB-15
2-Methylnaphthalene	91-57-6	SB-15 (2'-3')	GSIP / 4,200	5,100 / SB-15

Parameter	Chemical Abstract Service (CAS) Number	Sample Identification with Criteria Exceedance (depth)	Part 201 Generic RCC Exceeded/Established Criteria (µg/kg)	Maximum Concentration (µg/kg)/Sample Location
Naphthalene	91-20-3	SB-15 (2'-3')	GSIP / 730	9,700 / SB-15
n-Propylbenzene	103-65-1	SB-15 (2'-3')	DWP / 1,600	20,000 / SB-15
1,2,4-Trimethylbenzene	95-63-6	SB-15 (2'-3')	DWP / 2,100 GSIP / 570	3,500 / SB-15
Xylenes	1330-20-7	SB-15 (2'-3')	GSIP / 980	4,100 / SB-15

Notes:

Sample identification: SB-# indicates soil boring location and (#-#) indicates sample depth interval in feet bgs.

µg/kg – micrograms per kilogram

GSIP – Groundwater Surface Water Interface Protection Cleanup Criteria

DWP – Drinking Water Protection Cleanup Criteria

DC –Direct Contact Cleanup Criteria

In addition to the parameters identified in the table above, barium, cadmium, copper, lead, vanadium, zinc, benzo(a)anthracene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, fluoranthene, indeno(1,2,3-cd)pyrene, phenanthrene, pyrene, toluene, 1,2,3-trimethylbenzene, and 1,3,5-trimethylbenzene were detected in one or more soil samples collected from the subject property at concentrations above analytical laboratory method detection limits (MDLs), but below Part 201 Generic RCC. Ethylene glycol, PCBs, pesticides, creosote acid extractables, and other SVOCs beyond PNAs were not detected in soil samples collected from the subject property at concentrations above laboratory MDLs or Part 201 Generic RCC.

Refer to Figure 3 for a site map with soil analytical results exceeding Part 201 Generic RCC. Refer to Table 1 for a summary of soil analytical results. Refer to **Appendix B** for a complete analytical laboratory report.

4.2.2 Groundwater Analytical Results

AKT Peerless submitted eight groundwater samples for laboratory analysis of VOCs, SVOCs, PNAs, one or more of the Michigan Ten Metals, creosote, ethylene glycol, and/or pesticides. The results of the laboratory analyses of the groundwater samples are summarized in the table below:

Summary of Groundwater Analytical Results

Parameter	CAS Number	Sample Identification with Criteria Exceedance (well screen depth interval)	Part 201 Generic RCC Exceeded/Established Criteria (µg/L)	Maximum Concentration (µg/L)/Sample Location
Chromium (total)	7440-47-3	SB-16-GW (3'-8')	GSI / 11	18 / SB-16-GW
Lead (total)	7439-92-1	SB-14-GW (4'-9') SB-16-GW (3'-8') SB-17-GW (4'-9') SB-18-GW (6'-11')	DW / 4.0	46 / SB-16-GW

Notes:

Sample identification: SB-#-GW indicates temporary monitoring well location and (#-#) indicates well screen depth interval in feet bgs.

µg/L – micrograms per liter

DW – Drinking Water Cleanup Criteria

GSI – Groundwater Surface Water Interface Cleanup Criteria

AKT Peerless notes that, with the exception of the groundwater sample collected from temporary groundwater monitoring well SB-14-GW, each groundwater sample collected for metals analyses was analyzed for total metals and dissolved metals. While the groundwater sample collected from temporary monitoring well SB-14-GW was not analyzed for dissolved metals, dissolved metals were not identified at concentrations above analytical laboratory MDLs or Part 201 Generic RCC in the remaining samples, therefore indicating that the detected total metals in groundwater samples are likely due to the presence of entrained sediment within the groundwater samples and are not likely due to an environmental release.

In addition to the parameters listed in the table above, barium, cadmium, and zinc were detected in the groundwater samples at concentrations above laboratory MDLs, but below Part 201 Generic RCC. Remaining target parameters were not detected in the groundwater samples collected from the subject property at concentrations above laboratory MDLs.

Refer to Figure 4 for a site map with groundwater analytical results exceeding Part 201 Generic RCC. Refer to Table 2 for a summary of groundwater analytical results. Refer to **Appendix B** for a complete analytical laboratory report.

5.0 Summary, Conclusions, and Recommendations

The following sections summarize the investigation conducted by AKT Peerless at the subject property.

5.1 Summary of Environmental Concerns

Based on AKT Peerless' November 2022 Phase I ESA, the following RECs were identified:

- Historical use of Parcels A and C as a lumber yard, including lumber storage (interior and exterior), coal storage, and other exterior materials storage;
- Historical presence of a rail line and/or rail spurs on Parcels A and C;

- Historical use of Parcel B as a bulk gasoline station with up to five bulk ASTs and subsequent use of Parcel B for exterior lumber and other materials storage;
- Former presence of an oil house on the northwestern portion of Parcel C and up to four bulk ASTs on the eastern portion of Parcel C;
- Historical use of the southern adjoining property (i.e., 295 S. Broadway Street) as a bulk gasoline station, with documented contamination in soil and groundwater; and
- Historical use of the southwestern adjoining property (i.e., 261 S. Broadway Street) as a gasoline station with up to four USTs.

5.2 Summary of Subsurface Investigation

On December 6 and December 7, 2022, AKT Peerless conducted a subsurface investigation at the subject property to evaluate the RECs identified in AKT Peerless' November 2022 Phase I ESA. During the investigation, AKT Peerless: (1) advanced 19 soil borings (SB-1 through SB-19); (2) installed eight temporary groundwater monitoring wells (SB-2-GW, SB-6-GW, SB-9-GW, SB-12-GW, SB-14-GW, SB-16-GW, SB-17-GW, and SB-18-GW); and (3) collected 17 soil samples and eight groundwater samples for laboratory analyses.

5.3 Conclusions

AKT Peerless conducted soil and groundwater sampling in areas most likely to be impacted by contaminants based on the past use of the subject property and select adjoining properties. The results of the investigation indicate the following:

- Arsenic was detected in the soil samples collected from soil boring locations SB-1, SB-3, SB-5, SB-7, and SB-8 (Parcels A and C) at concentrations exceeding the Part 201 Generic Cleanup Criterion for DWP, GSIP, and/or DC.
- Chromium (total) was detected in the soil samples collected from soil boring locations SB-1, SB-3, SB-4, SB-5, SB-7, SB-8, SB-9, SB-10, SB-11, SB-12, and SB-16 (Parcels A, B, and C) at concentrations exceeding the Part 201 Generic Cleanup Criterion for GSIP.
- Mercury was detected in the soil samples collected from soil boring locations SB-1, SB-3, and SB-4 (Parcel A) at concentrations exceeding the Part 201 Generic Cleanup Criterion for GSIP.
- Selenium was detected in the soil sample collected from soil boring location SB-1 (Parcel A) at a concentration exceeding the Part 201 Generic Cleanup Criterion for GSIP.
- Benzo(a)pyrene was detected in the soil sample collected from soil boring location SB-1 (Parcel A) at a concentration exceeding the Part 201 Generic Cleanup Criterion for DC.
- Benzene, n-butylbenzene, sec-butylbenzene, ethylbenzene, isopropyl benzene, 2-methylnaphthalene, naphthalene, n-propylbenzene, 1,2,4-trimethylbenzene, and xylenes were detected in the soil sample collected from soil boring location SB-15 (Parcel B) at concentrations exceeding the Part 201 Generic Cleanup Criteria for DWP and/or GSIP.
- Chromium (total) was detected in one shallow groundwater sample collected from the temporary monitoring well installed at soil boring location SB-16 (Parcel B) at a concentration exceeding the Part 201 Generic Cleanup Criterion for GSI.
- Lead (total) was detected in four shallow groundwater samples collected from the temporary monitoring wells installed at soil boring locations SB-14, SB-16, SB-17, and SB-18. (Parcels B and C) Lead was identified at a concentration exceeding the Part 201 Generic Cleanup Criterion for DW at each of these locations.

Based on laboratory analytical results, Parcels A, B, and C of the subject property meet the definition of a “facility,” as defined in Part 201 of the NREPA.

5.4 Recommendations

AKT Peerless recommends any future owner(s)/operator(s) prepare a Baseline Environmental Assessment (BEA). Section 26(1)(c) of Part 201 provides certain liability protections to a person who becomes an owner or operator of a “facility” on, or after June 5, 1995 if they comply with both of the following, or unless other defenses apply: a BEA is conducted prior to or within 45 days after the earlier of the date of purchase, occupancy, or foreclosure, and the owner or operator discloses the results of the BEA to Michigan Department of Environment, Great Lakes, and Energy (EGLE) Remediation and Redevelopment Division (RRD) and subsequent purchaser or transferee.

In addition, because the subject property meets the definition of a “facility,” AKT Peerless recommends that the current subject property owner conduct a Section 20107(a) Compliance Analysis to assure compliance with Due Care obligations. Due Care obligations include:

- Undertaking measures to prevent exacerbation of existing contamination.
- Exercising Due Care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that protects health and safety.
- Taking reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to EGLE and others in regard to mitigating fire and explosion hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource use restrictions employed at the facility in connection with response activities.

6.0 Limitations

The information and opinions obtained in this report are for the exclusive use of Village of Lake Orion DDA. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given in light of that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and Village of Lake Orion DDA.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or

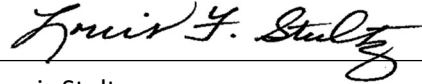
guarantee that the information provided is exhaustive or that the information provided by Village of Lake Orion DDA or third parties is complete or accurate.

7.0 Signatures of Environmental Professionals

The following individuals contributed to the completion of this report.



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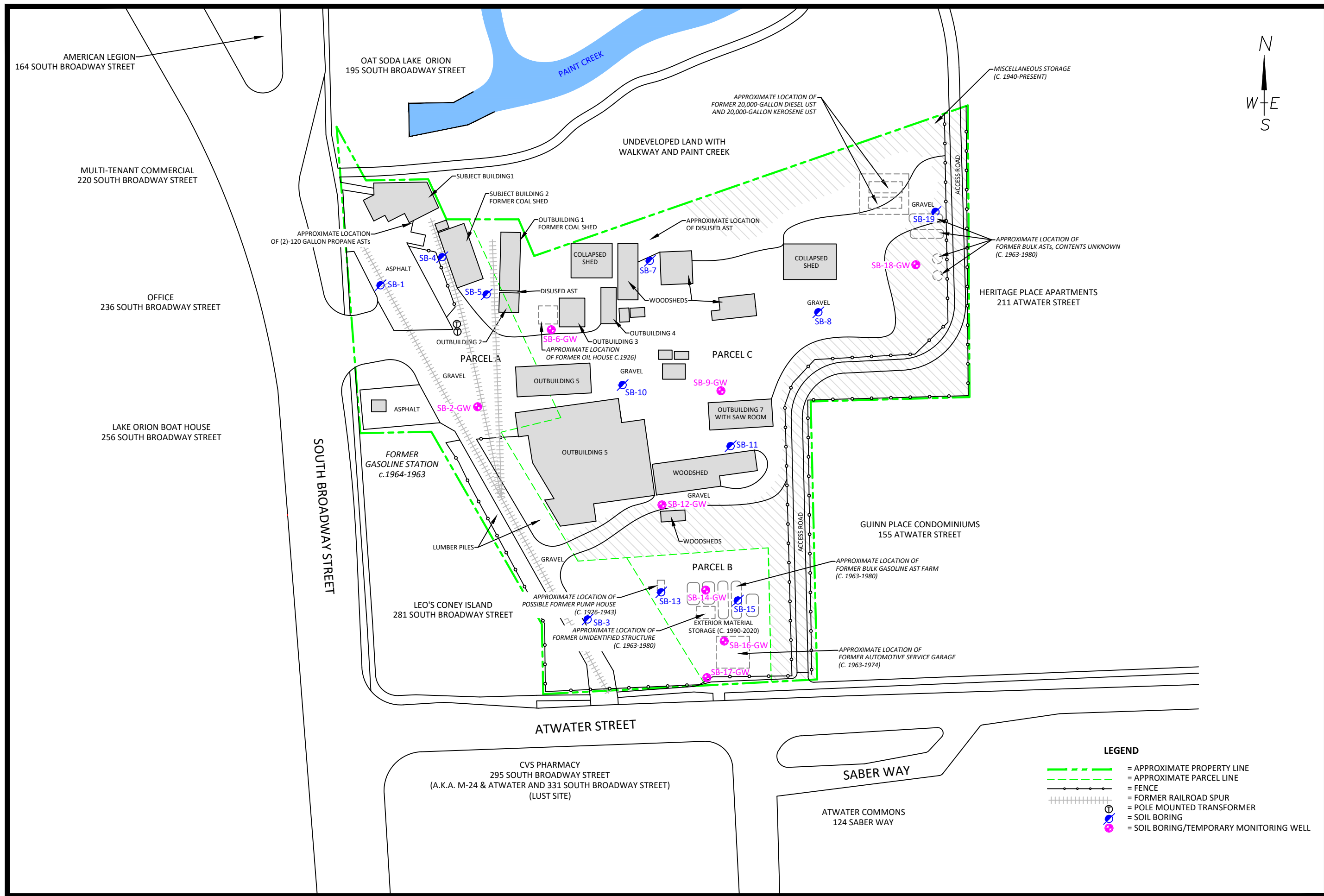


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stultzl@aktpeerless.com



Sean Brick
Environmental Consultant
AKT Peerless
Farmington, Michigan Office

DRAWN BY: OGO
 DATE: 12/29/21
 SCALE: 1" = 80'
 FIGURE 2



LEGEND

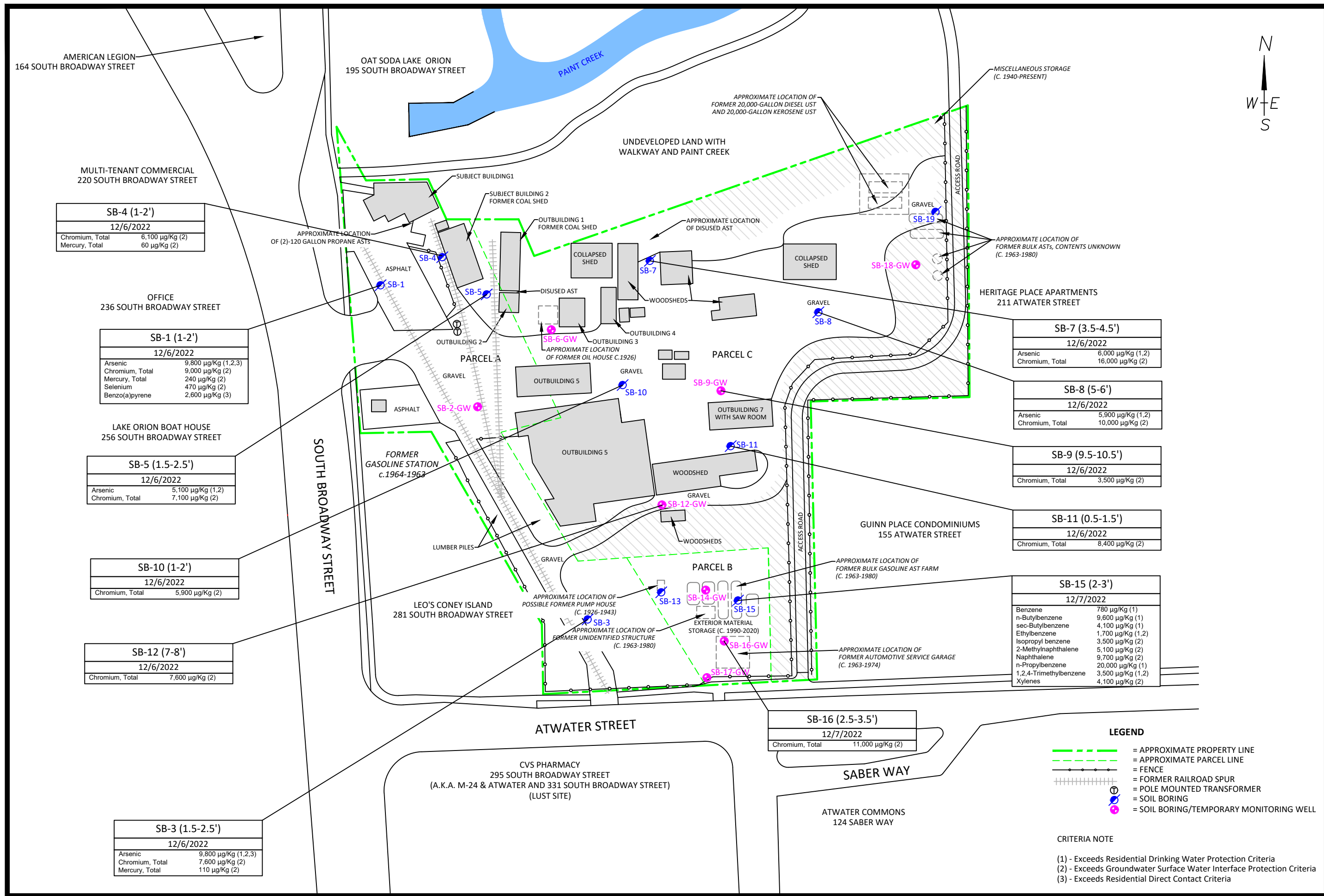
- = APPROXIMATE PROPERTY LINE
- - - = APPROXIMATE PARCEL LINE
- = FENCE
- | = FORMER RAILROAD SPUR
- + = POLE MOUNTED TRANSFORMER
- = SOIL BORING
- = SOIL BORING/TEMPORARY MONITORING WELL

SAMPLE LOCATION MAP
 215 SOUTH BROADWAY STREET
 LAKE ORION, MICHIGAN
 PROJECT NUMBER: 9984F-3-20

DRAWN BY: OGO
DATE: 01/09/22

SCALE: 1" = 80'

FIGURE 3



SB-4 (1-2')	
12/6/2022	
Chromium, Total	6,100 µg/Kg (2)
Mercury, Total	60 µg/Kg (2)

SB-1 (1-2')	
12/6/2022	
Arsenic	9,800 µg/Kg (1,2,3)
Chromium, Total	9,000 µg/Kg (2)
Mercury, Total	240 µg/Kg (2)
Selenium	470 µg/Kg (2)
Benzo(a)pyrene	2,600 µg/Kg (3)

SB-5 (1.5-2.5')	
12/6/2022	
Arsenic	5,100 µg/Kg (1,2)
Chromium, Total	7,100 µg/Kg (2)

SB-10 (1-2')	
12/6/2022	
Chromium, Total	5,900 µg/Kg (2)

SB-12 (7-8')	
12/6/2022	
Chromium, Total	7,600 µg/Kg (2)

SB-3 (1.5-2.5')	
12/6/2022	
Arsenic	9,800 µg/Kg (1,2,3)
Chromium, Total	7,600 µg/Kg (2)
Mercury, Total	110 µg/Kg (2)

SB-7 (3.5-4.5')	
12/6/2022	
Arsenic	6,000 µg/Kg (1,2)
Chromium, Total	16,000 µg/Kg (2)

SB-8 (5-6')	
12/6/2022	
Arsenic	5,900 µg/Kg (1,2)
Chromium, Total	10,000 µg/Kg (2)

SB-9 (9.5-10.5')	
12/6/2022	
Chromium, Total	3,500 µg/Kg (2)

SB-11 (0.5-1.5')	
12/6/2022	
Chromium, Total	8,400 µg/Kg (2)

SB-15 (2-3')	
12/7/2022	
Benzene	780 µg/Kg (1)
n-Butylbenzene	9,600 µg/Kg (1)
sec-Butylbenzene	4,100 µg/Kg (1)
Ethylbenzene	1,700 µg/Kg (1,2)
Isopropyl benzene	3,500 µg/Kg (2)
2-Methylnaphthalene	5,100 µg/Kg (2)
Naphthalene	9,700 µg/Kg (2)
n-Propylbenzene	20,000 µg/Kg (1)
1,2,4-Trimethylbenzene	3,500 µg/Kg (1,2)
Xylenes	4,100 µg/Kg (2)

SB-16 (2.5-3.5')	
12/7/2022	
Chromium, Total	11,000 µg/Kg (2)

- LEGEND**
- = APPROXIMATE PROPERTY LINE
 - - - = APPROXIMATE PARCEL LINE
 - = FENCE
 - = FORMER RAILROAD SPUR
 - ⊕ = POLE MOUNTED TRANSFORMER
 - = SOIL BORING
 - = SOIL BORING/TEMPORARY MONITORING WELL

- CRITERIA NOTE**
- (1) - Exceeds Residential Drinking Water Protection Criteria
 - (2) - Exceeds Groundwater Surface Water Interface Protection Criteria
 - (3) - Exceeds Residential Direct Contact Criteria

SITE MAP WITH SOIL ANALYTICAL RESULTS EXCEEDING EGLE RCC

215 SOUTH BROADWAY STREET
LAKE ORION, MICHIGAN
PROJECT NUMBER: 9984F-3-20



DRAWN BY: OGO
DATE: 01/09/22

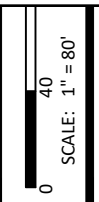
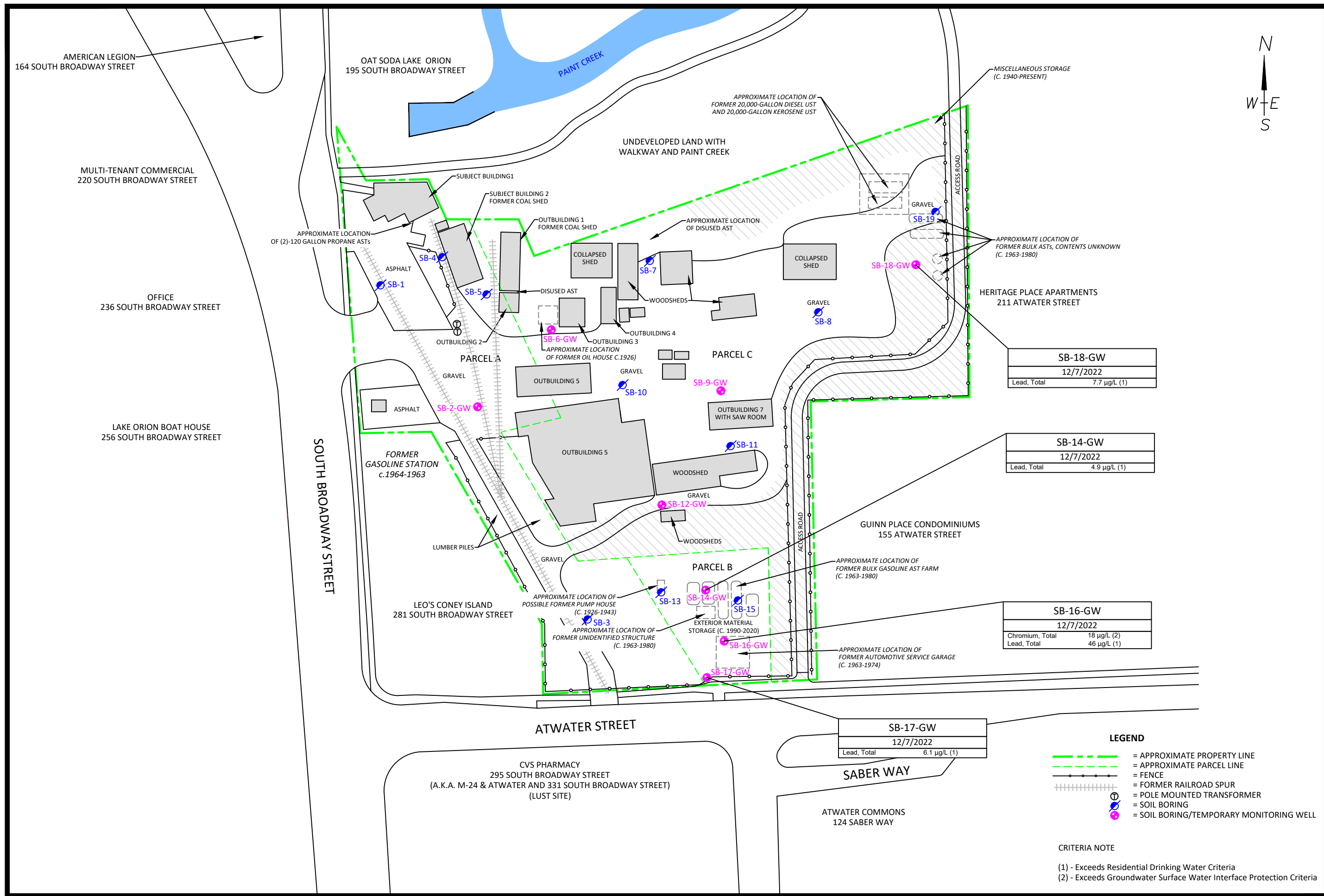


FIGURE 3



SB-18-GW	
12/7/2022	
Lead, Total	7.7 µg/L (1)

SB-14-GW	
12/7/2022	
Lead, Total	4.9 µg/L (1)

SB-16-GW	
12/7/2022	
Chromium, Total	18 µg/L (2)
Lead, Total	46 µg/L (1)

SB-17-GW	
12/7/2022	
Lead, Total	6.1 µg/L (1)

- LEGEND**
- = APPROXIMATE PROPERTY LINE
 - - - = APPROXIMATE PARCEL LINE
 - = FENCE
 - + + + + + = FORMER RAILROAD SPUR
 - ⊕ = POLE MOUNTED TRANSFORMER
 - = SOIL BORING
 - = SOIL BORING/TEMPORARY MONITORING WELL

CRITERIA NOTE

(1) - Exceeds Residential Drinking Water Criteria
(2) - Exceeds Groundwater Surface Water Interface Protection Criteria

SITE MAP WITH GROUNDWATER ANALYTICAL RESULTS EXCEEDING EGLE RCC

215 SOUTH BROADWAY STREET
LAKE ORION, MICHIGAN
PROJECT NUMBER: 9984F-3-20





DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Request for Proposals _ Deconstruction and Salvage

BACKGROUND BRIEF:

Prior to demolition of non-usable and dangerous structures, there is a need and opportunity to salvage materials that will be favorable to preservation of the structures we have committed to repurpose as part of our Public Spaces Grant. The cost of this work is substantially less than seeking to acquire materials for purchase.

The secondary aspect of the RFP is to pull all of the exterior, and certain interior, materials away from the office building so we can complete a full assessment as to whether it can be saved, and if so, in a condition and use that will produce value beyond what could be achieved by demolition and new construction.

FINANCIAL IMPACT:

No financial impact until award, which in the event of a successful bid process, will be brought back for review and approval at the Boards' November meeting.

RECOMMENDED MOTION:

Move to direct and authorize the DDA Executive Director to issue and publish DDA RFP 24-02 in the form presented, making available all resources to secure qualified proposals for the deconstruction, salvage and other services outlined in the Request for Proposals.



Request for Proposals (“RFP”)
Former Lake Orion Lumber Company
Deconstruction and Salvage of Materials

Property Location: 215 S. Broadway St. Lake Orion MI 48362

RFP NO. 24-02

EVENT	DATE
Issuance of RFP	Thursday, October 17, 2024
Publication Date	Thursday, October 17, 2024
Pre-Proposal Meeting/Tour (4:00 p.m.)	Tuesday, October 29, 2024
RFP Question Deadline (5:00 p.m.)	Friday, November 1, 2024
Proposal Submission Deadline (3:00 p.m.)	Thursday, November 7, 2024
Consideration/Award	Friday, November 8, 2024

A **Pre-Proposal Meeting/Tour** is scheduled to discuss requirements under this RFP and tour the property described in this RFP. While attendance is at the discretion of the Proposer, those who do not attend will be deemed to have attended and to have received the information provided at the meeting/tour.

INTENT

The Lake Orion Downtown Development Authority (hereinafter referred to as “DDA”) is requesting sealed proposals from qualified individuals or businesses interested in contracting with DDA to provide deconstruction and salvage services of multiple barns and the original office building at the Lake Orion Lumber Company. The structures are located at **215 S. Broadway St., Lake Orion MI 48362**. All proposals must be submitted as directed by DDA in this RFP, and must be properly executed. The demolition areas and structure(s) are identified on the maps and pictures attached to this RFP.

The demolition and storage of salvaged materials must be completed within 45 days of proposal acceptance.

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and one (1) copy** of their proposal in accord with the instruction provided by DDA in this RFP. The original proposal must be clearly marked “**Proposal for DDA RFP No. 24 - 02**” and include an original signature, in ink, to be accepted. Proposals must be received in DDA’s Office at 118 N. Broadway St., Lake Orion, Michigan no later than **3:00 p.m. (EST) on Thursday, November 7, 2024**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each proposal received will be read aloud for public record. *Any proposal received after 3:00 p.m. on the above-referenced date shall not be considered.*

Proposals should be prepared simply, providing straightforward, concise description(s) of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

Hand-Deliver to:

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

Electronic Mail to:

gibb@downtownlakeorion.org
It is the senders’ responsibility to verify all file types and sizes are deliverable via email.

Ship to (FedEx, UPS, etc.):

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

PRE-PROPOSAL MEETING/TOUR

A pre-proposal tour and meeting to discuss DDA’s requirements pursuant to this RFP will be held on **Tuesday October 29, 2024 at 4:00 p.m. (EST)** at the site located at **215 S. Broadway St. Lake Orion MI 48362**. Attendance at this pre-proposal meeting/tour **IS NOT** mandatory but interested parties are **STRONGLY** encouraged to attend. Those needing any accommodation should contact the DDA Office prior to the scheduled tour date for assistance.

CHANGES, QUESTIONS, AND INQUIRIES

All questions regarding this RFP must be submitted in writing and e-mailed to Matthew Gibb at gibb@downtownlakeorion.org. All e-mails must indicate “DDA RFP No. 24-02” in the subject line. It is the sender’s responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (EST) on Friday, November 1, 2024**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.downtownlakeorion.org. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addendums will be posted on the DDA website.

METHOD OF AWARD

Proposals will be evaluated by DDA. DDA will consider the completeness of a proposal and how well the proposal meets the needs of DDA. This RFP may be awarded to the Proposer who will provide the demolition services at the best value for DDA, in compliance with Michigan law.

DDA reserves the right to waive any informalities or technical errors or consider alternate proposals and award on an individual basis, or any combination that in its judgment will best serve the interests of DDA.

DDA reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

DDA reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with DDA based on DDA's standard contract terms and conditions, attached hereto as Exhibit "A" to this RFP.

SCOPE OF WORK

Salvage of Barn Materials – The DDA has accepted a grant and undertaken a project to restore certain barns and aspects of the Lumber Yard site into a public space and event area. To achieve the preservation and re-incorporation of the original construction and aesthetic of the lumber yard, it is necessary to deconstruct elements of barn structures that will not be saved as part of the project. The scope of this element of this RFP includes, but is not limited to:

- Removal of multiple barn doors, including hardware and mounting/slider equipment
- Removal of partial walls of collapsing structures to preserve certain historic siding material
- Removal of plank siding boards
- Removal of roofing boards, including the removal of asphalt shingling such that the original roof boards are salvaged

All materials deconstructed and salvaged will be stored in a location on site. Proposer should note that the barn wood being salvaged was originally painted in an era when lead paint was prevalent, and therefore any Proposer is expected to have knowledge of working with such materials in a proper and safe manner. All liability for such conditions will be the responsibility of the Proposer.

Deconstruction of Original Lumber Company Office Building – The original office building is located on the Northwest Corner of the site and is presently sided with 1980's era vinyl/plastic siding. The DDA intends to attempt a restoration of this structure and repurpose it into a usable commercial/office building, showcasing the original design and materials as a historic gateway into the downtown. The scope of this element of this RFP includes, but is not limited to:

- Removal of all siding and other non-original exterior material, such that a complete assessment of the condition and opportunity for preservation can be completed.

- Removal of flooring and ceiling materials such that a complete assessment of the interior of the main office space can be assessed for preservation and reuse.

Certifications and permits – The Proposer will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory and governmental agencies.

Utility Locates and Disconnects – The proposer will be responsible for affirming, coordinating and ensuring necessary utility locates and disconnects. DDA has disconnected DTE Services at the site.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property and to ensure that existing structures in the area can operate normally without significant disruption during demolition activities. Any required property access shall be approved by DDA at least 48 hours in advance. Any damage to road surface (rutting) or adjacent infrastructures will be at the responsibility of the Proposer.

Safety- The Proposer shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA and Worker’s Compensation Regulations. Precautions and safety measures shall be provided for the safety of all workers. The Proposer shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, personal injury, occupational disease, or damage to property, materials, supplies, or equipment. Proposer shall provide information describing the specific safety measures/plans to be used in this project to protect personnel, public, structures, and infrastructure.

Hazardous Materials – Preliminary inspections of the site have been performed to visually identify any contamination related to hazardous materials, and Proposer acknowledges the receipt of the presently available reports to assess the proper and lawful handling of all hazardous materials that are associated with any aspect of this scope of work. **Proper handling and disposal of all hazardous materials is a material condition of the contract.**

EVALUATION CRITERIA

The following criteria will be used by DDA staff to evaluate the proposals:

- Qualifications/Experience – The qualifications and experience of the Proposer in salvage services for historic properties. The proposal should describe Proposer’s qualifications, including any experience or approach that would benefit the project as a whole. The proposal should include examples of similar projects and any concepts where Proposer’s unique ability might benefit the project.
- Schedule/Fee: The Proposer shall provide an estimated project schedule and timeline to complete the scope of work. Proposer shall provide DDA with a lump sum price for performing the work.

Only Proposals meeting the following base information will be considered:

- An authorized representative must sign the proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.

- The name and mailing address of the business and the signature of at least one of the owners must be shown.
- DDA reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself, as well as, insurance documentation. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- A Proposer's prior performance on similar contracts may be considered in evaluating proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. DDA reserves the right to negotiate a best and final offer with the selected Proposer.

THE FOLLOWING ATTACHMENTS MUST BE COMPLETED AND INCLUDED IN ANY PROPOSAL

DDA RFP NO. 24 - 01
Submission Form

RFP No: 24-02
RFP Due Date: 3:00 P.M. (EST)
November 7, 2024

Submit to: LAKE ORION DOWNDOWN DEVELOPMENT AUTHORITY
c/o Matthew Gibb, Executive Director
118 N. Broadway St.
Lake Orion, MI 48362

As outlined in the Evaluation Criteria of this RFP, please be sure to attach evidence of the following:

- Qualifications and experience
- References
- Any deviations or alterations form the scope of work
- Timeline for completion of Scope of Work
- Itemized Cost breakdown
- Current Insurance Certificates (General Liability / Worker’s Compensation)

Company Name: _____

Principle Contact: _____ Title: _____

Contact Number: _____ Email: _____

The undersigned certifies that the information provided in its submission of response to DDA RFP 24 - 02 is a true representation of its company’s qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ADDITIONAL CONDITIONS AND TERMS

Instructions:

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to DDA, unless otherwise specified elsewhere in this proposal request.

RFP Return

Unless submitting via electronic mail, **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with a best offer price extended.

Proposal must be sealed, and to ensure proper recognition upon its arrival, list the Proposal Number, Proposal Description (Lake Orion Lumber Demo) and the Proposal Opening Date on the outside of the envelope.

Late Proposals:

Proposals must be received prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

Acceptance:

DDA reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **to obtain the best value for DDA.**

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- Failure to follow instructions furnished by DDA;
- Lack of signature by an authorized representative on the proposal form;
- Failure to properly complete the proposal;
- Evidence of collusion among proposers; or
- Unauthorized alteration of proposal form. DDA reserves the right to waive any informality or irregularity.

All proposers are hereby notified that DDA shall consider all factors it believes to be relevant in selecting the offer that provides the best value for DDA including, but not limited to the offer price, the proximity of the proposer, proposer's ability to perform the contract for DDA, the delivery date and timeline to complete the scope of work, the reputation of the proposer, prior performance of contracts with DDA, the proposer's compliance with ordinances and regulations, and any relevant criteria specifically listed in this request for proposal. The contract may be awarded either to the highest responsible proposer or to the proposer who provides services at the best value for DDA. The decision of DDA shall be final. DDA prefers to award the entire contract to a single proposer.

Upon acceptance and award of the RFP, DDA shall promptly issue its proposed contract which shall be in accord with all general industry standards. The contract shall not be assignable and shall comply with the insurance requirements of the Village of Lake Orion. Proposer shall be responsible for adherence to all environmental laws and regulations that apply to the scope of work under the contract.

Firm Offer Price:

Proposers must hold their proposal offer price firm for 60 days after the proposal opening date to allow DDA sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold

its proposal offer price firm for the duration of the Contract. Sealed competitive proposals may not be negotiated, amended or changed after the proposal opening date.

Lump Sum Proposals:

Lump sum proposals will only be accepted. DDA will not accept payment on terms under this Request for Proposal.

Liability:

Proposer shall be liable for all damages incurred while in performance of the work to be performed hereunder. Proposer assumes full responsibility for the work to be performed hereunder, dangerous as it is, and hereby releases, relinquishes, and discharges DDA, its officers, directors, agents, employees, and members from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, proposer, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with Proposer’s work, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, PROPOSER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DDA AND EACH OF ITS AFFILIATES AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE “DDA INDEMNITEES”) FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE DDA INDEMNITEES (EACH A “CLAIM”), ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GOODS, SERVICES, DELIVERABLES OR BY ANY ACT OR OMISSION OF PROPOSER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION, INTENTIONAL MISCONDUCT OF PROPOSER AND ANY OF ITS SUBCONTRACTORS OR SUPPLIERS, IN THEIR PERFORMANCE OF THIS CONTRACT OR ANY RELATED STATEMENT OF WORK; (C) PROPOSER’S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS CONTRACT OR ANY RELATED PURCHASE ORDER OR STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS AND REGULATIONS IN THE PERFORMANCE OF PROPOSER’S WORK; (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS BY ANY GOODS, SERVICES, OR DELIVERABLES DELIVERED PURSUANT TO THIS CONTRACT OR ANY PURCHASE ORDERS AND STATEMENTS OF WORK; AND/OR (E) ANY CLAIMS FOR PAYMENT BY PROPOSER’S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS, WHICH INDEMNIFICATION OBLIGATION FOR SUCH CLAIMS SHALL INCLUDE REIMBURSING DDA INDEMNITEES FOR ALL COSTS ASSOCIATED WITH THE RELEASE OR EXTINGUISHMENT OF ANY LIENS THAT MAY ARISE DUE TO CLAIMED NON-PAYMENT TO PROPOSER’S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN CONNECTION WITH THE GOODS, SERVICES AND DELIVERABLES UNDER THIS CONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 15. IN NO EVENT WILL PROPOSER ENTER INTO ANY SETTLEMENT WITHOUT DDA INDEMNITEE’S PRIOR WRITTEN CONSENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND ANY APPLICABLE PURCHASE ORDERS AND STATEMENTS OF WORK.

Conflict of Interest:

By doing business or seeking to do business with DDA, Proposer acknowledges that there is no real or

perceived conflict of interest with Proposer’s pursuit of this Request for Proposal.

Insurance

The Proposer shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of its work hereunder. Proposer will maintain during the life of this Contract at least the following types and limits of insurance:

Commercial General Liability Insurance covering all operations under the Contract shall have limits not less than \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for property damage, and with limits of \$2,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Automobile Liability Insurance on any and all motor vehicles used in connection with the Contract, whether owned, non-owned, rented or hired, shall have limits for bodily injury or death of not less \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. The required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Workers' Compensation and Employers' Liability Insurance, as required by law, covering all its employees who perform any of the obligations of the Proposer under the Contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

DDA is to be included as an additional insured on Proposer’s Commercial General Liability and Automobile Liability policies to the extent of the Proposer’s obligations under the Contract. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to DDA. Upon formation of this Contract, Proposer’s insurance company or agent will directly provide DDA with a Certificate of Insurance evidencing the foregoing required coverage which shall provide not less than thirty (30) days prior written notice to DDA of any cancellation or material change in the insurance and upon renewal of the policies describes above.

Prior to the commencement of any work a Certificate of Insurance evidencing the required coverage must be provided by email directly from Proposer’s insurance company or agent.

Non-Discrimination Clause:

In the performance of any contract or purchase order resulting wherefrom, the contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the village regulating or applying to public improvements. Furthermore, the contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, gender identity, sexual orientation, height, weight, marital status, or physical or mental disability, except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The contractor further agrees that every subcontract entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

Ethics Policy:

Gratuities: It shall be unethical for any person to offer, give, or agree to give any village employee or former village employee, or for any village employee or former village employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ADA Compliance:

The Lake Orion Downtown Development Authority will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the Dda and the Village of Lake Orion. Individuals with disabilities requiring such auxiliary aids or services should contact the Village of Lake Orion by writing or calling:

Sonja Stout, Village Clerk
(248) 693-8391 x 102
21 E. Church St. Lake Orion, MI 48362.

- ATTACHMENTS:**
- SITE INVENTORY**
 - SITE MAP**
 - HAZARDOUS MATERIALS TESTING REPORT Select Portions**
 - PHASE II Select Portions**

 - FULL BASELINE ENVIRONMENTAL ASSESSMENT**
 - AVAILABLE ON REQUEST**

IN ADDITION TO THE ATTACHED:

DOCUMENTS SUPPORTING THIS DDA RFP NO. 24-01 CAN BE FOUND at www.downtownlakeorion.org on the page titled LUMBER YARD

THE FINAL SCOPE OF MATERIAL SALVAGE WILL BE DEFINED BY WALK THROUGH IDENTIFICATION WITH THE SELECTED PROPOSER. ACCURACY IN THE SUBMISSION OF A PROPOSAL WILL BE GREATLY ENHANCED BY ATTENDING THE PRELIMINARY WALK THROUGH TOUR.

THE FOLLOWING DESCRIBES THE GENERAL AREAS AND MATERIAL INTENDED FOR SALVAGE

BUILDING 7

The roofing boards on the south roof
All barn doors and hardware



BUILDING 17

The plank siding on the west wall
All barn doors and hardware
Flooring in the cutting room



BUILDING 18

The north wall and other small width siding



BUILDING 19

All plank siding





DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Update on Vacant Land Purchase _ Recommendation

BACKGROUND BRIEF:

The Board previously approved this office to extend an offer to purchase a vacant parcel of land lying adjacent to the original office building at the lumber yard, at a cost not exceed \$7,000. That offer was submitted and accepted.

A title commitment for the property (attached) shows that title is vested in the Waltman's Trust without encumbrance, which is good, but also shows that the precise location of the parcel is made difficult by the fact that the easements describing the MDOT spillway compete against the boundary measurements of the properties lying to the north of the pathway. This has resulted in an exception in the proposed title commitment that asks for a full survey of this small lot.

We have completed a full and painstakingly detailed survey and legal description of the entire purchased lumber yard property. We now have a very solid and defensible survey and legal for our owned property. This effort took nearly 9 weeks as the north boundary presented a challenge due to the varying monuments used to locate certain parcels and easements to the north. Those parcels, which are out of our control, impact the ability to pinpoint the precise north boundary of the Waltman piece. This line falls somewhere within the bike path to our north and represents the detail that title has reserved an exception.

What does this mean? We can solve this by demanding a survey, However, I strongly recommend that we shouldn't demand, or push for, a survey of the Waltman piece, instead we need to decide if the property is of sufficient value to close on the parcel description "as is".

Why do I say that? If we demand that a closing can only occur if we have a survey that is sufficient to eliminate the exception on the title commitment, we will force the opening of description analysis of multiple parcels and easements to the north, including the MDOT easements for storm water. We should let sleeping dogs lay there and rely on good legal judgment. Our use of the property is not compromised if there is ever a question of the precise location of that north boundary line.

What is my recommendation? Let's close, on the parcel description, and take title as to the conveyance, knowing that the legal description of the north boundary is unclear. The parcel allows immediate and substantial walkability for the development of the site, and while we could do this without it, it is substantially better with the parcel.

What is the risk? Well, without a survey we cannot defend the exact boundary locations. But that doesn't really hurt us as any dispute would place the nearly 20 year pathway location in jeopardy and we would have the assigned rights of the Waltmans who can claim a decades long prescriptive right to the parcel description. Without a pretty aggressive redevelopment action by the state of Michigan for the entire area, this land should sit "as is" for our lifetimes. While nothing is guaranteed, even if the most remote challenge happens, the use of the area for walkability, and the very substantial fact that even a challenge would result in only re-design, not taking or exclusion, means the risk is minimal.

The cost of undoing the northerly boundaries of the various parcels is too great, both in monetary cost and an immense risk that we open a pandora's box of time and delay (weeks for our main survey likely turns into months, and we carry our bond cost). With our main parcel set legally, taking title to this vacant lot is worth the risk, and no great things ever happen without some risk taking.

FINANCIAL IMPACT:

The board has authorized \$7000 to add this vacant parcel.

RECOMMENDED MOTION:

Move to direct and authorize the DDA Executive Director to close on the Waltman parcel, subject to title exceptions concerning the lack of a survey, at a total cost not to exceed \$7,000, as previously approved.

TITLE SUMMARY

Vacant Land, Lake Orion Village, MI 48362

Seller	Buyer
Carl L. Waltman and Peggy Waltman	Lake Orion Downtown Development Authority

YIELD

Outstanding Curative Items - Medium Risk

Current Owner

Trustee(s) of the Carl L. Walman and Peggy A. Walman Trust dated January 18, 2002

Outstanding Curative Items – HIGH RISK

- None

Outstanding Curative Items – Medium Risk

- Survey Required Prior To Closing
Status: Documentation Needed - Vanguard Title (VCM) Needs Copy for Review & Approval
- Trust as Seller - Submit Current Certificate of Trust (additional requirements may result)
Status: Documentation Needed - Vanguard Title (VCM) Needs Copy for Review & Approval

Outstanding Curative Items – Common

- Taxes Due After Commitment Date (if any)
Status: Tax Confirmation - Needed
- Taxes - Pay Current Year (2024 Summer - OL 09-11-228-019) (Originally to 2024 Summer - OL 09-11-228-019 in the amount of \$25.56)
Status: Tax Confirmation - Needed
- Taxes - Pay Current Year (2024 Village - OL 09-11-228-019) (Originally to 2024 Village - OL 09-11-228-019 in the amount of \$7.69)
Status: Tax Confirmation - Needed
- Deed - Seller (Authorized Signor of Trust) to Buyer
Status: Sign at Closing - Document to be Provided by Vanguard Title (VCM)
- Trust - Submit Affidavit Regarding Trustee Powers
Status: Sign at Closing - Document to be Provided by Vanguard Title (VCM)

- Affidavit - No Open Security Deeds/Deeds of Trust/Mortgages/Liens
Status: Sign at Closing - Document to be Provided by Vanguard Title (VCM)
- Vacant Land Transaction
Status: Identity Verification - Required - ID Verification Needed

Cleared Curative Items

- Affidavits - Submit For Removal of Standard Exceptions on Policy B-II (additional requirements may result)
Status: Sign at Closing - Provided by Vanguard Title (VCM)

TITLE INSURANCE COMMITMENT

Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Through Its Agent

VANGUARD TITLE INSURANCE AGENCY, LLC

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota Corporation (“Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By [Signature] President
Attest [Signature] Secretary

This jacket was created electronically and constitutes an original document



This page is only a part of a 2021-2024 ALTA® Commitment for Title Insurance issued by the above noted underwriter. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 DA (07/01/2021)

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;[and]
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.



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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.



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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.



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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition

Issuing Agent: **Vanguard Title Insurance Agency, LLC**
Issuing Office: **Old Republic National Title Insurance Company**
Issuing Office's ALTA® Registry ID: **1066741**
Loan ID Number:
Commitment Number: **VCM431084**
Property Address: **Vacant Land, Lake Orion Village, MI 48362**
Revision Number:]

**SCHEDULE A
COMMITMENT**

1. Commitment Date: August 8, 2024 at 8:00AM
(Last Revised August 20, 2024 8:16AM)
2. Policy to be issued:
 - a. [2021 Owner's Policy]
Proposed Insured: **Lake Orion Downtown Development Authority**
Proposed Amount of Insurance: **\$7,000.00**
The estate or interest to be insured: Fee Simple
 - b. [2021 Loan Policy]
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in **Trustee(s) of the Carl L. Walman and Peggy A. Walman Trust dated January 18, 2002** and, as described in the Public Records, has been since 4/15/2002
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

Old Republic National Title Insurance Company



John L. Apostol, Authorized Signatory
Vanguard Title Insurance Agency, LLC
2100 Coe Court, Auburn Hills, MI 48326



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**SCHEDULE B, PART I - REQUIREMENTS
COMMITMENT**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. REQUIREMENT: Submission prior to closing of satisfactory ALTA survey.

NOTE: Upon review, additional requirements may result.

6. REQUIREMENT: Submission prior to or at closing of satisfactory affidavits will result in the removal of Items 1 through 5 on Schedule B of the Owner's Policy to be issued.

NOTE: Upon review, additional requirements may result.

7. REQUIREMENT: Prior to closing, submit to Vanguard Title Insurance Agency, LLC, for recording, the Certificate of Trust as shown on Schedule A.

NOTE: Upon review, additional requirements may result.

8. REQUIREMENT: Record deed executed by Current Trustee(s) of the Carl L. Walman and Peggy A. Walman Trust dated January 18, 2002 to Lake Orion Downtown Development Authority.

9. NOTE: A search of the Oakland County Records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If there are any existing open mortgages, disclosed by the owner, or reflected on a credit report, please contact the Company immediately so that the commitment can be revised accordingly.

10. REQUIREMENT: Pay any unpaid property taxes:

Tax ID #: OL 09-11-228-019

Property Address: Vacant Land, Lake Orion Village, MI 48362

2024 Summer in the amount of \$25.56 are Due.

2024 Village in the amount of \$7.69 are Due.

2023 Winter in the amount of \$4.74 are Paid.

Any amounts shown as unpaid do not include collection fees, penalties or interest.



This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by the above noted underwriter. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 DA (07/01/2021)



**SCHEDULE B, PART II – EXCEPTIONS
COMMITMENT**

Section 8, Item C.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas, and minerals in and under and that may be produced from the captioned Land.
10. Rights of the United States, State of Michigan, and the public for commerce, navigation, recreation and fishery in any portion of the land comprising the bed or waters of Lake Orion.
11. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners, and the public in and to the use of waters of Lake Orion.
12. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
13. Easements, Setback Lines, IF ANY, as shown on recorded plat.



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14. Building and use restrictions as contained in the instrument recorded in Liber 215, Page 31; Liber 525, Page 1973, Page 490, Oakland County Records. Section 8, Item C.
15. Easement for highway as disclosed by instrument(s) recorded in Liber 7066, Page 416, Oakland County Records.
16. Easement for highway as disclosed by instrument(s) recorded in Liber 10028, Page 813; Liber 10344, Page 326; Liber 10379, Page 139, Oakland County Records.
17. Terms and conditions contain in Resolution recorded in Liber 1538, Page 250, Oakland County Records.



This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by the above noted underwriter. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 DA (07/01/2021)

**SCHEDULE C
COMMITMENT**

Legal Description

The Land is described as follows:

Land situated in the Village of Lake Orion, County of Oakland, State of Michigan, more particularly described as:

That part of Lot 88, of "ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY", according to the plat thereof recorded in Liber 52, Page(s) 17 of Plats, Oakland County Records lying Southerly of a line described as beginning at a point distant South 03 degrees 44 minutes 12 seconds East 87.94 feet from the Northwest lot corner; thence East 148.33 feet; thence South 21 degrees 00 minutes 00 seconds East 40 feet; thence East 143 feet to the end at the Southeast corner of Lot 88.



This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by the above noted underwriter. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 DA (07/01/2021)

PRIVACY POLICY NOTICE

Vacant Land, Lake Orion Village, MI 48362

Seller	Buyer
Carl L. Waltman and Peggy Waltman	Lake Orion Downtown Development Authority

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Vanguard Title Insurance Agency, LLC.

Types of Information Collected

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you or authorized representative such as on applications or other forms;
- Information about your transactions we secure from our files, our affiliates or others;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our website, and your activity while using or reviewing our websites;
- Information we receive from the public records maintained by governmental entities that we either obtained directly from those entities, or from our affiliates, or others; and
- Information we receive from a consumer reporting agency.

We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information from unauthorized access and intrusion. We limit access to your nonpublic personal information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

Disclosure of nonpublic personal information

We may disclose your nonpublic personal information with our affiliates, such as insurance companies and other real estate settlement service providers. We may also disclose nonpublic personal information to:

- Agents, brokers, representatives, support organization, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- Third-party contractors or service providers who provide services or perform marketing or other functions on our behalf;
- Insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or governmental investigation;
- Lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing; and/or

- Others with whom we enter into joint marketing agreements for products and services that we believe you may find of interest.

In addition, we will disclose your nonpublic personal information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your nonpublic personal information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Disclosure to Affiliated Companies. We are permitted by law to share your name, address and facts about your transaction with other Vanguard Title Insurance Agency, LLC companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliate or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties. We do not disclose personal information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply. We may store such information indefinitely, including the period after which any customer relationship ceased. Such information may be used for an internal purpose, such as quality control efforts, auditing and customer analysis.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Vanguard Title Insurance Agency, LLC is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit Vanguard Title Insurance Agency, LLC or its affiliates' web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. Vanguard Title Insurance Agency, LLC uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Links to Other Websites

The site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high

standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites. If you choose to link to websites not controlled by Vanguard Title Insurance Agency, LLC we are not responsible for the privacy or security of these sites, including the accuracy, completeness, reliability or suitability of their information. If you are asked to provide information on one of these websites we strongly urge you to carefully study their privacy policies before sharing your information.

Section 8, Item C.

Cookies

Some of Vanguard Title Insurance Agency, LLC web sites may make use of “cookie” technology to measure site activity and to customize information to your personal tastes. Cookies are pieces of information stored directly on the computer you are using. Vanguard Title Insurance Agency, LLC may place cookies or similar files on your hard drive for security purposes, to facilitate site navigation and to personalize your experience while visiting our site. Cookies allow us to collect technical and navigational information, such as browser type, time spent on our site and pages visited. Cookies and other technologies provide us the capability to monitor the use of our site so we can continually improve the design and functionality to better serve you. Cookies and similar files do not contain or capture unencrypted personally identifiable data.

If you do not accept these cookies, you may experience some inconvenience in your use of some online products.

Looking out for children

Vanguard Title Insurance Agency, LLC does not knowingly market to or solicit information from children under 13 without parental consent. We recognize that protecting children’s identities and privacy online is important, and that the responsibility to do so rests with both the online industry and with parents. While Vanguard Title Insurance Agency, LLC works to protect your personal information, you also have responsibility. Learn how to protect your information.

Internet Safety for Children. The Internet is a public network. Children’s access to the Internet can allow them to visit inappropriate websites and be exposed to unwanted risks. COPPA, the Children’s Online Privacy Protection Act, protects children under the age of 13 from the online collection of personal information. Learn more about COPPA on the Federal Trade Commission’s website. Parents can be proactive by installing filtering software that gives them more control over their family’s Internet experience.

We recommend that minors 13 years of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet.

Changes to the Online Practices Privacy Policy

This policy is subject to change. If we make changes to the Online Practices Privacy Policy, we will revise the last updated date. Please review periodically.

If you have any questions about this Privacy Policy Notice, please contact us by writing to:

Vanguard Title Insurance Agency, LLC
2100 Coe Court
(248) 751-1000

INVOICE #VCM431084

Fees are based upon information provided to Vanguard Title Insurance Agency, LLC.

These fees are subject to change and additional fees could occur.

USE CAUTION IF USING THIS DOCUMENT AS A BASIS FOR CLOSING DISCLOSURES

Vacant Land, Lake Orion Village, MI 48362

Seller
Carl L. Waltman and Peggy Waltman

Buyer
Lake Orion Downtown Development Authority

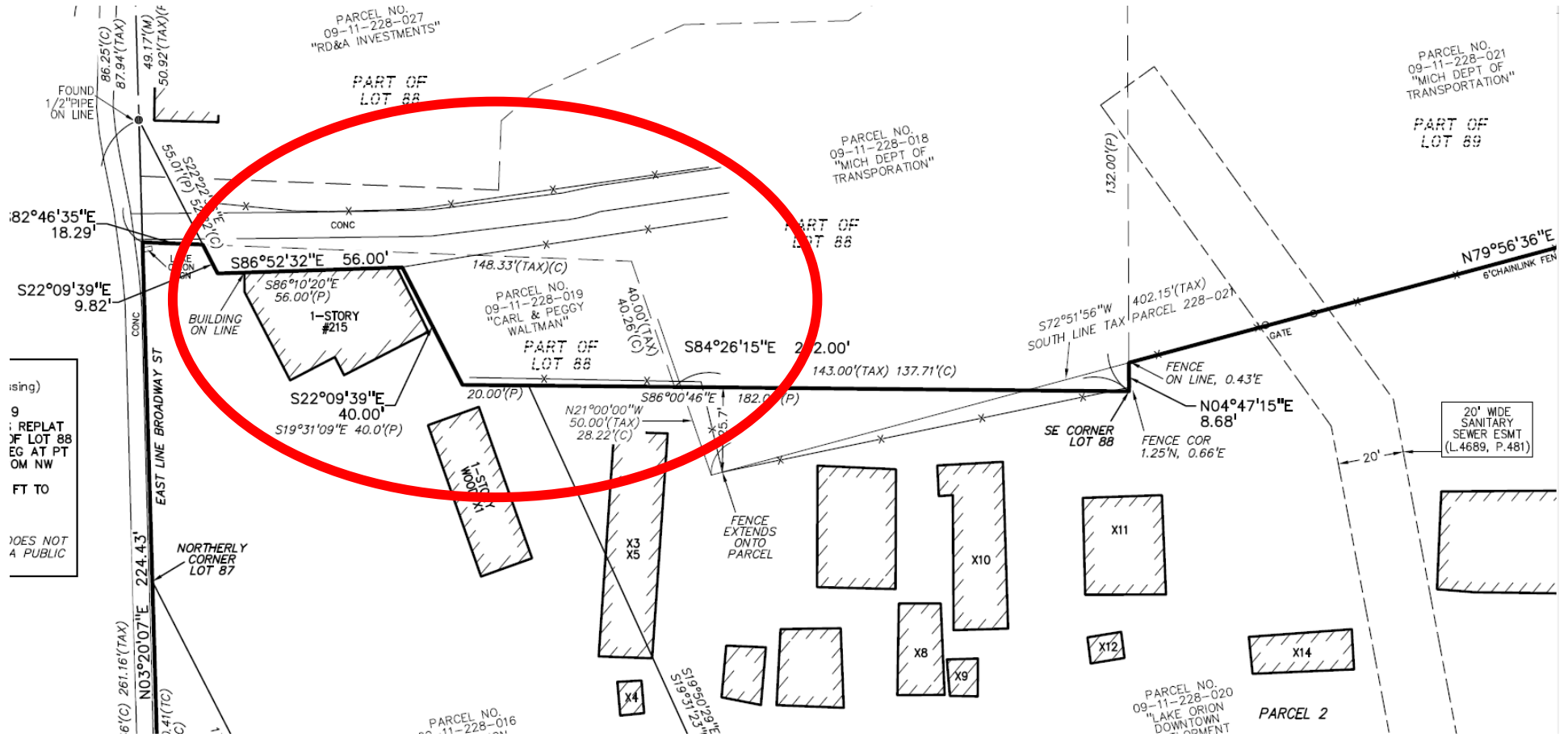
Ordered By: Walk In

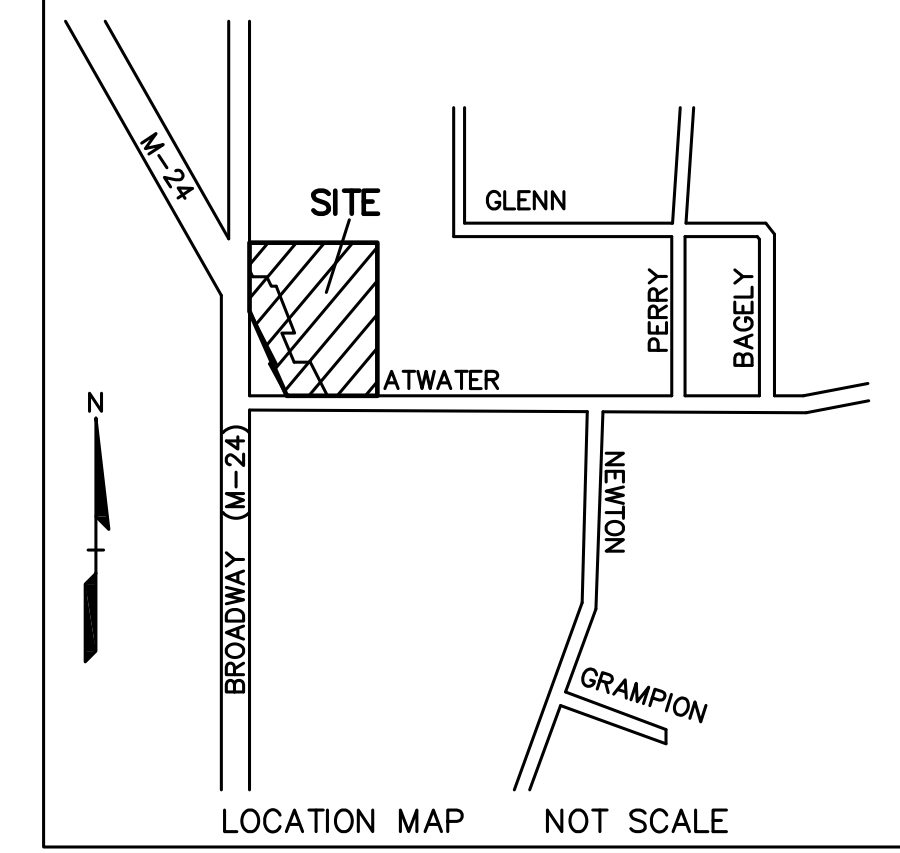
Based on Owner's Policy Amount of: \$7,000.00

Title Charges	Buyer Charge	Seller Charge
Settlement or closing fee to Vanguard Title Insurance Agency, LLC	\$400.00	\$400.00
Owner's coverage \$7,000.00 Premium \$750.00 to Vanguard Title Insurance Agency, LLC		\$750.00
Title - Recording Service Fee (Buyer) to Vanguard Title Insurance Agency, LLC	\$50.00	
Title - Release Tracking Fee to Vanguard Title Insurance Agency, LLC		\$50.00
Title - Payoff Processing Fee (Seller) to Vanguard Title Insurance Agency, LLC		\$50.00

Estimated Recording Fees	Buyer Charge	Seller Charge
Recording Fees: Mortgage	\$30.00	
County tax/stamps: Deed \$7.70		\$7.70
State tax/stamps: Deed \$52.50		\$52.50
Recording Fees, Warranty/Covenant Deed	\$35.00	

Additional Charges, ONLY if Applicable		
Document Prep Fee (charged per document, i.e. Quit Claim Deed, Discharge of Lien, Addendum)		\$50.00
Proceeds Wire Fee (per Wire)		\$35.00
Overnight/Wire Payoff Processing (per Payoff)		\$50.00
Construction Draw Fee		\$500.00





LEGAL DESCRIPTION

(Per First American Title Insurance Company, File No. 976326, Dated October 10, 2023)

The Land referred to herein below is situated in the Village of Orion, County of Oakland, State of Michigan, and is described as follows:

PARCEL 1: Part of Lot 87, of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, according to the plat thereof as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records, described as follows: Beginning at the most Northerly lot corner; thence S22°36'31"E 135.70 feet; thence N85°05'28"W 58.8 feet; thence N03°04'00"E 120.41 feet to point of beginning; ALSO Outlot C, of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, according to the plat thereof as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records, EXCEPT a portion described as follows: Beginning at Southeast corner of Lot 85; thence S22°25'06"W 135.02 feet; thence S85°05'28"E 39.41 feet; to the Southeast corner of Lot 85; thence S22°36'37"E 64.58 feet; thence S04°08'30"W 62.68 feet; N85°05'28"W 6.10 feet to the point of beginning.

EXCEPT the following described parcel: That part of the following described Tract 'A' lying Northerly of a line, 10 feet Southerly of (measured at right angles and parallel to) a line described as follows: Commencing at a monument purported to be the Northwest corner of Lot 88 of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, a subdivision of part of the Northeast Quarter of Section 11, and part of the Southeast Quarter of Section 2, Town 4 North, Range 10 East, the Village of Lake Orion, Oakland County, Michigan, EXCEPT that part in M-24 Highway right of way, as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records, said point also being on the North line of said Section 11; thence S87°45'07"W along the North line of Section 11, 127.50 feet to the survey centerline of Highway M-24; thence S29°12'27"E along said survey centerline, 66.47 feet to the point of curvature of a 08°00'00" curve to the right; thence Southerly along the arc of said curve (having a central angle of 29°28'15") a distance of 16.76 feet to the point of beginning of this described line, the East 120 feet, more or less, to the point of ending.

TRACT 'A': Land in the Village of Lake Orion, County of Oakland, State of Michigan, described as: All that parcel of land situated in part of the Northeast Quarter of Section 11, Township 4 North, Range 10 East, in the Village of Lake Orion, County of Oakland, and State of Michigan being Outlot C (as occupied) and part of Lot 87 of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY as recorded in Liber 52 of Plats, pages 17 and 17A of Oakland County Records, more particularly described according to the plan of survey made by Kieft Engineering, Inc., dated March 25, 1982, as follows: Beginning at the Southeast corner of Lot 85 of said ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; thence N22°55'06"W, 135.02 feet; thence S85°05'28"E, 39.41 feet; thence N22°26'59"W, 135.02 feet; thence N85°05'28"W, 69.62 feet to the East line of South Broadway Avenue; thence N03°04'00"E, 120.41 feet; thence N03°06'20"E, 151.02 feet; thence S22°19'28"E, 61.44 feet; thence S87°14'39"E, 53.02 feet; thence S23°04'02"E, 40.11 feet; thence S84°20'29"E, 20.00 feet; thence S19°21'11"E, 200.70 feet; thence N85°05'28"W, 55.17 feet; thence S22°26'59"E, 135.02 feet; thence S85°05'28"E, 43.91 feet; thence S21°59'46"E, 134.51 feet; thence N85°05'28"W, 151.77 feet to the point of beginning, EXCEPTING THEREOUT AND THEREFROM that triangle shaped portion of the parcel of land hereinbefore described identified as part of Lot 87 of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY as recorded in Liber 52 of Plats, pages 17 and 17A, of said Oakland County Records, also excepting any part of Lots 88 and 89 of said ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, that may be included in above description.

PARCEL 2: Part of Lot 89, of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, according to the plat thereof as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records, described as: That part of Lot 89 lying Southerly of a point commencing at the Northeast corner of said Lot 89, said point commencing being located S87°45'07"W along the North line of Section 11, Village of Lake Orion, Town 4 North, Range 10 East, Oakland County, Michigan, 256.02 feet from the Northeast corner of said Section 11; thence S00°52'10"W, along the East line of Lot 89, 53.40 feet to the point of this described line; thence S72°51'56"W, 402.15 feet; thence N21°00'00"W, 50 feet, more or less, to the point of ending.

PARCEL 3: Lot 90, of ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, according to the plat thereof as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records.

LEGAL DESCRIPTION

(As Surveyed by PEA Group)

OVERALL PARCEL (Parcel No. 09-11-228-016, 09-11-228-020 and 09-11-228-004).

A parcel of land over part of Lot 87, part of Lot 89, All of Lot 90 and Outlot "C" ASSESSOR'S REPLAT OF DECKERS ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY, according to the plat thereof as recorded in Liber 52 of Plats, pages 17 and 17A, Oakland County Records, being a parcel of land in the Northeast 1/4 of Section 11, Town 4 North, Range 10 East, Lake Orion, Oakland County, Michigan, being more particularly described as: Commencing at the northeast corner of said Section 11; thence along the north line of said section, N85°06'32"W, 256.02 feet to the northeast corner of said Lot 89; thence along the east line of said Lot 89, S05°50'07"W, 53.40 feet to the POINT OF BEGINNING; thence continuing along said east line, S05°50'07"W, 249.30 feet to the northeast corner of Lot 91 of said Replat; thence along the north line of said Lot 91, N85°03'30"W, 146.02 feet; thence along the west line of said Lot 91, S05°50'07"W, 249.67 feet to the north line of Atwater Street (variable width); thence along said north line, N85°03'30"W, 146.02 feet; thence along the west line of said Lot 91, S05°50'07"W, 249.67 feet to the north line of Atwater Street (variable width); thence N22°09'39"W, 197.82 feet along the east lines of Lots 86 & 87, and the southerly extension thereof; thence N85°03'30"W, 69.40 feet to the east line of Broadway Street/M-24 (58' half width); thence along said east line, N03°20'07"E, 224.43 feet; thence S82°46'35"E, 18.29 feet to a point on the easterly line of said Outlot C; thence along said easterly line, S22°09'39"E, 9.82 feet to the northerly line of said Outlot; thence along said northerly line, S88°52'15"E, 58.00 feet to the easterly line of said Outlot; thence along said easterly line, S22°09'39"E, 40.00 feet to a northerly line of said Outlot; thence along said northerly line and a northerly line of said Lot 89, S84°26'15"E, 202.00 feet to the southeast corner of Lot 89; thence along the east line of said Lot 89, N04°47'15"E, 8.68 feet; thence N79°56'36"E, 271.08 feet to the POINT OF BEGINNING. Containing 4.12 acres of land, more or less.



CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS GIVEN BY THE CONTRACTOR AS TO THE EXACT LOCATION AND ELEVATION PRIOR TO THE START OF CONSTRUCTION.

CLIENT LAKE ORION DOWNTOWN AUTHORITY 116 N. BROADWAY ST. LAKE ORION, MI 48362

PROJECT TITLE LAKE ORION LUMBER 215 SOUTH BROADWAY LAKE ORION, MI

REVISIONS

Table with 2 columns: No., Description. Contains one revision entry.

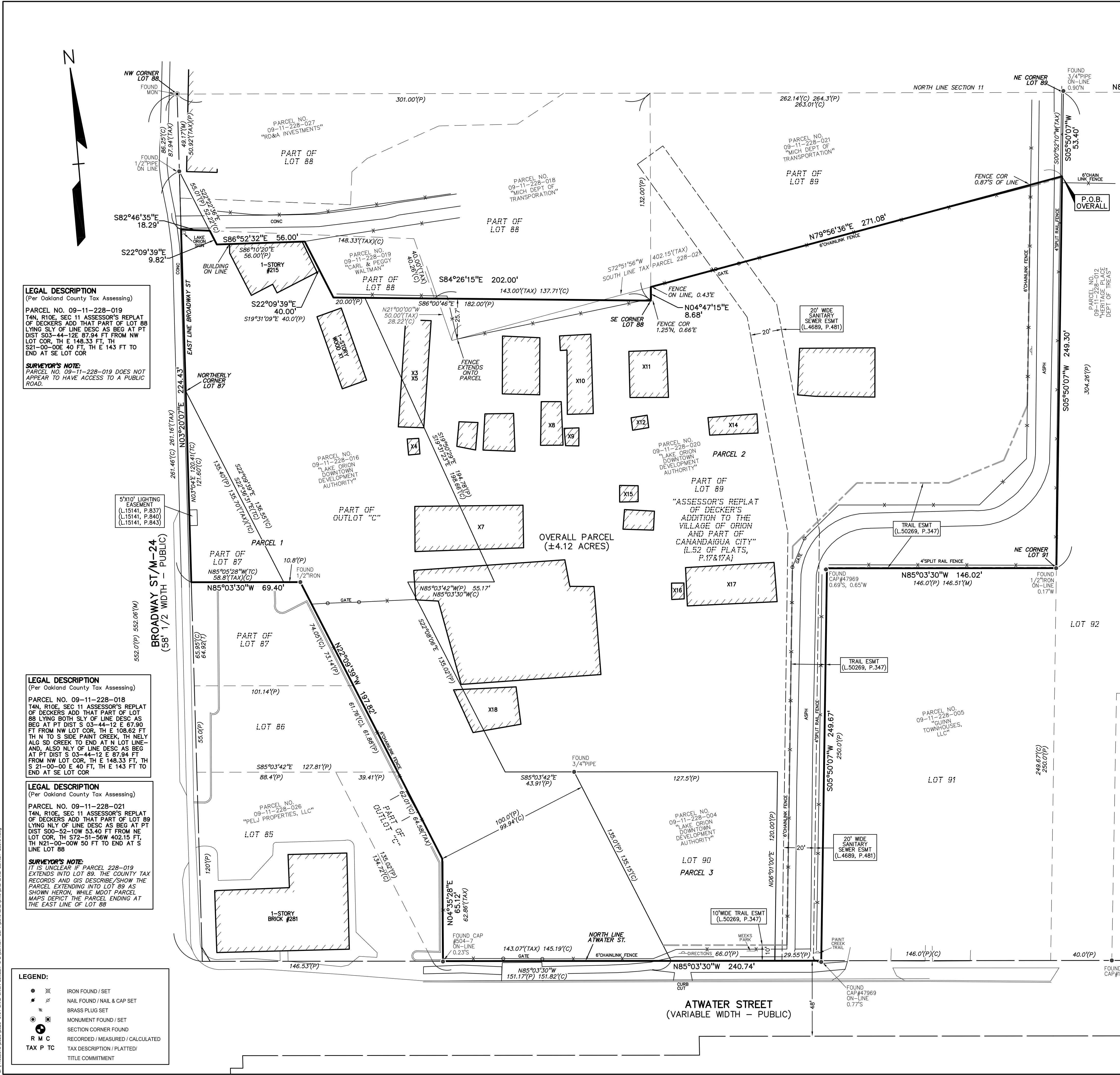
ORIGINAL ISSUE DATE: OCTOBER 9, 2024

BOUNDARY SURVEY

PEA JOB NO. 20-0164

P.M. KTR DN, ENH SUR, KTR

DRAWING NUMBER:



LEGAL DESCRIPTION (Per Oakland County Tax Assessing) PARCEL NO. 09-11-228-019 TAN, RIDE, SEC 11 ASSESSOR'S REPLAT OF DECKERS ADD THAT PART OF LOT 88 LYING SLY OF LINE DESC AS BEG AT PT DIST S03-44-12E 87.94 FT FROM NW LOT COR, TH E 148.33 FT, TH S21-00-00E 40 FT, TH E 143 FT TO END AT SE LOT COR SURVEYOR'S NOTE: PARCEL NO. 09-11-228-019 DOES NOT APPEAR TO HAVE ACCESS TO A PUBLIC ROAD.

LEGAL DESCRIPTION (Per Oakland County Tax Assessing) PARCEL NO. 09-11-228-018 TAN, RIDE, SEC 11 ASSESSOR'S REPLAT OF DECKERS ADD THAT PART OF LOT 88 LYING BOTH SLY OF LINE DESC AS BEG AT PT DIST S 03-44-12 E 67.90 FT FROM NW LOT COR, TH E 108.62 FT TH N TO S SIDE PAINT CREEK, TH NELY ALG SD CREEK TO END AT N LOT LINE- AND, ALSO NLY OF LINE DESC AS BEG AT PT DIST S 03-44-12 E 87.94 FT FROM NW LOT COR, TH E 148.33 FT, TH S 21-00-00 E 40 FT, TH E 143 FT TO END AT SE LOT COR

LEGAL DESCRIPTION (Per Oakland County Tax Assessing) PARCEL NO. 09-11-228-021 TAN, RIDE, SEC 11 ASSESSOR'S REPLAT OF DECKERS ADD THAT PART OF LOT 89 LYING NLY OF LINE DESC AS BEG AT PT DIST S00-52-10W 53.40 FT FROM NE LOT COR, TH S72-51-56W 402.15 FT TH N21-00-00W 50 FT TO END AT S LINE LOT 88 SURVEYOR'S NOTE: IT IS UNCLEAR IF PARCEL 228-019 EXTENDS INTO LOT 89. THE COUNTY TAX RECORDS AND GIS DESCRIBE/SHOW THE PARCEL EXTENDING INTO LOT 89 AS SHOWN HEREON, WHILE MDTOT PARCEL MAPS DEFINE THE PARCEL ENDING AT THE EAST LINE OF LOT 88

- LEGEND: Iron Found / Set, Nail Found / Nail & Cap Set, Brass Plug Set, Monument Found / Set, Section Corner Found, Recorded / Measured / Calculated, Tax P T C, Title Commitment



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Request for Proposals – Tar Lot

BACKGROUND BRIEF:

Pursuant to our lease agreement for the Tarr Parking Lot (across from the DDA Office) we have a general obligation for maintenance. A request has been made from the owner of the lot that we perform patching and asphalt maintenance on the lot. Inspection does reveal that there are large areas of crumbling asphalt that present trip and other hazards. While this open and obvious, we do have a standard we want to present, and a liability we want to avoid.

The owner has made it clear they are interpreting our lease as this maintenance being our responsibility.

FINANCIAL IMPACT:

This office desires to inquire of the market as to both the scope of what contractors would deem necessary for repair, and its cost

RECOMMENDED MOTION:

Move to direct and authorize the DDA Executive Director to issue and publish DDA RFP 24-03 in the form presented, making available all resources to secure qualified proposals for the parking lot repair and other services outlined in the Request for Proposals.



REQUEST FOR PROPOSAL

DDA RFP 24 - 03

PARKING LOT REPAIR AND MAINTENANCE – TARR LOT

Location: 115 N. Broadway St., Lake Orion MI 48362

The Lake Orion Downtown Development Authority (hereinafter “DDA”) anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified vendor or for other purposes deemed to result in added value:

- RFP Released Thursday October 17, 2024
- Pre-proposal Questions Due Monday October 28, 2024 at 3:00pm
- Proposals Due Monday, November 4, 2024 at 3:00 PM
- Board Award Tuesday November 19, 2024

DDA is accepting firm, sealed proposals for Parking Lot Reconstruction in front of the new lab located in Howell, Michigan.

Your proposal and two copies marked “**DDA RFP 24-03 TARR LOT**” must be delivered no later than Monday November 4, 2024 at 3:00 p.m., to the Lake Orion Downtown Development Authority at 118 N. Broadway St., Lake Orion MI 48362. All bids will be publicly opened immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than 3:00pm, Monday October 28, 2024 (at no other time prior to the RFP opening will questions/concerns be addressed or accepted) and may be emailed as a Word document to: gibb@downtownlakeorion.org.

The contents of RFP and Bidder’s (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by the District is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor’s Proposal and final approval if the same by the Village of Lake Orion.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Village of Lake Orion of the Lake Orion DDA.

The Lake Orion Downtown Development Authority reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

OVERVIEW

This is a Request for Proposal with the primary objective of reconstructing and repairing portions and areas of deteriorated pavement at the lot located at 115 N. Broadway St. in Lake Orion. All repairs should be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats and striping included. This will include all excavation that will be needed.

OWNER EXPECTATIONS

The Owner is seeking a vendor with experience in providing similar services to other educational institutions. It is anticipated that the selected vendor will have extensive experience.

CONFIDENTIAL INFORMATION

As a public entity, DDA is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

COMPLIANCE OF AWARDED VENDOR

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the vendor's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded vendor will provide adequate insurance per the requirements stated herein.

RIGHT TO REQUEST ADDITIONAL INFORMATION

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

RIGHT OF REFUSAL

The DDA reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low vendor; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

COSTS

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the vendor performing the work. Fees quoted must include all expenses for this project.

CONTRACT REQUIREMENTS

DDA considers this RFP legally binding and will require that this Request for Proposal and the resulting vendor proposal be included as addenda to any subsequent contracts between the vendor and the Owner. It should be understood by the vendor that this means DDA expects the vendor to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposal or the lack thereof shall be considered acceptance of all of the specifications as presented in the RFP.

SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither the vendor nor anyone, with whom the vendor shall contract, shall discriminate against any person employed or applying for employment concerning the performance of the vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the vendor of this Agreement.

INSURANCE AND INDEMNIFICATION

The vendor agrees to indemnify, hold harmless and defend DDA and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of vendor employees or Agents. The promise to indemnify, defend and hold harmless shall not apply to liability which results from the sole negligence or willful misconduct of DDA, its employees or agents. The vendor must provide DDA adequate insurance throughout this project as follows: Satisfactory Workers' Compensation coverage and General Liability and Property Damage Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in Aggregate must be carried and paid for by vendor who undertakes the work on this contract. Insurance coverage must also include automobile insurance of at least \$1,000,000.00.

STANDARD FORMS AND CONTRACTS

Any forms and contracts the vendor proposes to include, as part of any agreement resulting from this RFP between the vendor and DDA must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

NON-COLLUSION COVENANT

The vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the vendor agrees that a duly authorized vendor representative will sign a non-collusion affidavit, in a form acceptable to DDA that the Vendor has received no incentive or special payments, or considerations not related to the provision of services described in this Agreement.

SCOPE

DDA is soliciting proposals from qualified vendors for a parking lot repair and reconstruction of deteriorated pavement at 115 N. Broadway St., Lake Orion Michigan. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T, which includes all bonding agents and stripping of the parking lot. This will include all excavation that will be needed.

PROPOSAL FORM

DUE: Monday November 4, 2024 at 3:00pm
PROPOSAL: DDA RFP 24 - 003 TARR LOT

We propose to professionally reconstruct and reinstall _____ square feet of deteriorated pavement. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats included. This will include all excavation that will be needed.

THE SCHEDULE OF WORK AND COST IS ATTACHED HERETO IN A SINGLE SHEET

BIDDER'S FIRM NAME _____

ADDRESS _____

CITY/STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX # _____

Primary Contact _____ TITLE _____

E-MAIL ADDRESS _____

THREE REFERENCES

Company	Person to Contact	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXCEPTIONS TO SPECIFICATIONS:

Interested vendors will note by separate attachment any additional information, criteria or contingencies affecting their proposal, understanding that this additional information, criteria or contingency may be utilized in the evaluation process and subsequent award.

The undersigned certifies that the information provided in its submission of response to DDA RFP 24 - 03 is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

DDA RFP NO. 24-03
NON-COLLUSION CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person or business herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to DDA for consideration in the award of a contract on the improvement described as follows:

(Name of Firm)

By: _____ (Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2024.

Notary Public



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Executive Director’s Report

Attached: Executive Director’s Report

RECOMMENDED MOTION:

To Receive and File the Executive Director’s Report

EXECUTIVE DIRECTOR REPORT

Matthew Gibb – Executive Director

October 15, 2024



I. NEWS AND UPDATES

Tracking.Prior.Work.in.Progress;

- a. The public parking signs have been replaced at the Front St lot to meet the agreement with Sagebrush, meaning we added “Generously Donated by Sagebrush Cantina” to the sign. .
- b. The watering and management of flowers and décor is ongoing, and we are now consolidating hanging baskets as they die off from the cold weather.
- c. Fall décor was negotiated to below wholesale cost and installed in the downtown.
- d. Effort was made to obtain final signatures on the PUD and Addendum for the West Village project at the Ehman Center, the Village is presently questioning the approval of the PUD from last year, and the language agreements reached in that process, and are withholding signed documents.
- e. Continuing the process of cleaning up the website. Event promotion is now on the home page, and links to event details and Facebook event pages are added. A FOIA section is built, but the page where our reportable records are kept needs updating and our current budget and financials correctly made accessible. We need to pull out the multitude of Save the DDA elements out of the site and make the URL’s work better for search.
- f. Our new staffer, Mackenzie Harwood, is no longer new. The excellent work of pulling and organizing 15 years of content on our shared drives is now falling back on the directors. We are actively seeking a replacement.
- g. DTE invoicing remains in a weekly review. The current delivery of invoices from the Village, a new practice starting when we were sworn in, to thoroughly decipher what’s actually ours and why our utility invoicing is substantially above our historic budgeting for utilities. This is a problem and still needs clarity.
- h. Accounting problems for programs like STRIPE are resolved.
- i. Weekly PO processing has become more clear as we learned that checks are only run on two days in the month from the Village. We are now coordinating all invoicing and payment to those schedules.
- j. Investment tracking is ongoing and we are remaining compliant with our reporting requirements for main street accreditation (present report is attached).
- k. We participated in the State of the Community Luncheon (presentation deck is attached)

II. TO DO'S AND MORE

There remain three critical working groups that must get started,

1. Leadership Development – this can be a town hall, program or event, but we need to start recruiting more committee members, volunteer leadership people and general help in working hands and ideas.
2. TIF Plan/Capital Plan – There needs to be a group approach to re-learning the TIF plan and what we are obligated to perform, and how we can implement the 75-25 split approved by resolution in the Save the DDA campaign effort.
3. Design/Façade Review – we implemented a newly designed façade grnt program, have applications, we need to get this moving. However, our last two called meetings only one attendee. This needs to be populated with new and additional faces, trained, and accelerated.

We must restart Power Hour

III. LUMBER YARD

All of the core documents, to date, are in process of being catalogued on our website.

HIGHLIGHTS:

1. The survey is finally done.
2. 840 yards of surface debris was removed from the site.
3. Next step RFP's are on tonights agenda.

Respectfully Submitted,

Matthew Gibb

gibb@downtownlakeorion.org

(248) 464-0307



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Assistant Director’s Report

Attached: Assistant Director’s Report

RECOMMENDED MOTION:

To Receive and File the Assistant Director’s Report

MEMORANDUM

Janet Bloom – Assistant Director

October 15, 2024



Recent Events/Activities:

Diamond Dave's Ribbon Cutting (Sept. 19) – Orion Area Chamber of Commerce

Zombie Walk & Poker Run (Sept. 21) – Estimated 70 participants this year, highest to date. (Ed's Broadway Gift and Costume for Orion Lighted Parade fundraiser).

Social Media Training with Oakland Thrive (Sept. 23) partnered with Oxford DDA. Around 12 total participants, two from Lake Orion. This program is going to be expanded with additional trainings to be offered.

Outdoor Movie Night (Sept. 27) – A free showing of The Garfield Movie with the support of Cookies and Cream, Oakview CyberDragons as a whole crew of volunteers, and Your Food Dude for screen services. Over 200 parents and kids joined in the evening. We offered free popcorn, Cookies and Cream ice cream cart onsite with a movie tie-in featured ice cream, Pin the Tail on Garfield, Cat Collar Ring Toss, The Cat's Meow Chalk Art Contest (with 14 entries) with the top three winners receiving Downtown Dollar Gift Certificates. We also had Garfield DIY Cat Ear headbands, Garfield tattoos, and Garfield coloring pages. We had a face painter onsite along with a Garfield Raffle basket (ok, Garfield plushes, blanket, and games in a new litter box), and a visit by Garfield himself.

Michigan Downtown Day (Sept. 28) – Marketing push to encourage residents and visitors downtown to show Lake Orion support and Shop Local.

State of the Community (Oct. 3) – Orion Area Chamber of Commerce; Speakers included DDA Board Member Jerry Narsh in his Village Council President role, and Lake Orion DDA Executive Director Matt Gibb.

MSOC Board of Directors Training (Oct. 3) – Christina Sheppard-Decius of POW! Strategies, Inc. was brought in by MSOC to conduct board training. Board member Sally Medina and DDA Vice-Chair Sam Caruso were able to join Matt Gibb and Janet Bloom at the event. More details will be presented to all the board members for internal training purposes soon. It includes an organizational assessment tool and other materials.

Here Lies Orion Cemetery Tours (Oct. 5-6) – John Bry launched the tour in 2023 but was unable to participate this year. With the overwhelming support of the Orion Historical Society, we were able to continue with the Evergreen Cemetery Tour. OHS stepped up and did a wonderful job. Our thanks to Sharon Konieczny, Karen Smith, Carol Bacak-Egbo, Allan Allgaier and his wife for the preparation, research, image preparation and onsite participation.

ONTV Interview (Oct. 8) – Matt Gibb and Janet Bloom were interviewed on upcoming events and Lumberyard.

MSOC Managers' Retreat (Oct. 10) – held at Eastern Market and presented by Main Street Oakland County. It was a day of presenters sharing about operational best practices, economic development discussions, personal assessment reviews, and work-life balance methods. It concluded with a networking event.

Storybook Stroll (Oct. 11) – Partnership with the Orion Township Public Library. Seventeen (17) retailers offered space in their windows to display a page or two of a Halloween-themed children's book. A map is created to encourage families to go store window to store window to read the full story. This month's book is "The Little Witch Who Lost Her Broom" by Elaine Bickell and Raymond McGrath.

Upcoming Events:

Oct. 16 – Halloween Extravaganza with Kids Costume Parade
 Oct. 25 – Witches Night (#strongertogether with Downtown Oxford)
 Nov. 16 (10 am - 2 pm) - Ladies Shopping Day (#strongertogether with Downtown Oxford)
 Nov. 21 (5 - 7 pm) - Sing and Stroll Tree Lighting Ceremony (plus horse and carriage rides)
 Nov. 30 (10 am - 2 pm) - Shop Small Saturday (plus horse and carriage rides)
 Nov. 30 - Dec. 31 - Hometown Holidays Shopping Passport Contest
 Dec. 7 (6 - 9 pm) - Orion Lighted Parade (orionlightedparade.org)
 Dec. 14 (Noon - 3 pm) - Polar Express Trolley Storytime Rides

Sub-committee to meet soon on 2025 event schedule. Plan is to have it set by November.

Social Media Stats

Downtown Lake Orion Facebook:

Followers: April 9,938; May 10,116; June 10,141; July 10,166; August: 10,209; September: 10,255; October: 10,304.

Estimated Reach: Previous: 109,300; Current: 32,375
 (# of people who saw content at least once)

Engagement: Previous: 30,728; Current: 6,269 (reactions, comments, shares, or clicks on our posts)

Video views: Current: 1,760

Demographics: 78.5% female/21.5% male

Downtown Lake Orion Business Group:

Previous: 124 members; Current: 132 members

Instagram:

4,024 Followers (added 11)

X (formerly Twitter):

1,588 Followers

Ribbon Cutting/Networking Events in Downtown

Orion Area Chamber – Ribbon Cutting – **Amazing Petals Florist** – October 24, 4:30 - 6:30 pm. Location: 125 S. Broadway St., Lake Orion.

Other items

DIA Inside|Out 2025 – The Lake Orion DDA was selected as a community to receive the DIA Inside|Out community art program for 2025. The first meeting is slated for Oct. 28 to review proposed site selections. We will be forming programming, including community organizations and partners, for this activity in 2025.

Respectfully Submitted,

Janet Bloom

bloom@downtownlakeorion.org

cell (248) 320-7599



DDA ACTION SUMMARY SHEET

MEETING DATE: October 15, 2024

TOPIC Budget Report

BACKGROUND BRIEF:

As a new feature of our regular monthly Board Meeting, the Executive Director will provide a short verbal update as to Budget.

FINANCIAL IMPACT:

Trends: We are tracking several budget items that require attention as the pace of spending is projecting an imbalance. Particularly of note,

Street lights/Utilities: We are currently averaging \$840/month in street light cost, which projects to more than \$10,000 in annual expense. The utility line seems to be trending as budgeted, but water service charges will push this line over my spring.

Capital Plan: We currently have not adopted a capital plan for current needs, e.g. the Tarr Parking lot needs repair, the wall at 20 Front is failing, the trees are outgrowing their decorative grating, etc.

Equipment Rental: We are absorbing more traditional DPW service work, caused by the estimates that the DPW has allocated (without verification) more than \$63,000 of its time towards the DDA from January through May of this calendar year. This is not even remotely trackable as there is very little visual work, and we have only recently asked for specific project tasks.

Office Repair: We have spent this budget line and will need to assess other repair issues. We are planning a walk through with the owner of the building.

Office Supplies/Equipment: Due to the restrictions in access and use of village hall and its equipment, we are absorbing more cost in copying and other supply issues. We are in need of better printing and copying equipment and will need to have a better means of communication, all costs we have not planned for.

Village/DDA Budget: We are ready to commit a proposal and start the process of resolving the Act 57 admin fee, as well as, the service charging. What we are looking at is attempting to identify specific contract work, e.g. snow removal, mulching, grass cutting, and specifically limiting that type of service to DDA specific property and statutory obligation. That will be brought to the Budget Task Force in November and presented to the Village Manager.

There will be a series of budget adjustment recommendations at the November Meeting

RECOMMENDED MOTION:

Move to receive and file the October 2024 Budget Report.

User: GIBBM

DB: Village Of Lake

Section 9, Item D.

Calculations as of 06/30/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 06/30/24	2024-25 ACTIVITY	2024-25 COUNCIL ADOPTED BUDGET
248-000-402-000	Current Real Property Taxes	804,104	651,126	987,129
248-000-402-100	Property Tax - Twp DDA Capture			
248-000-405-000	Property Tax - Personal			
248-000-412-000	Property Tax - DPPT P/Y & C/Y	1,475		
248-000-441-000	Local Community Stabilization Sha	15,971	14	15,000
248-000-445-000	Penalties & Interest on Taxes			2,000
248-000-539-000	State Grants	3,500		43,500
248-000-582-000	Intergovernment - Police	201,996		
248-000-664-000	Interest Earned	7,629	3,277	2,500
248-000-671-999	Appropriation from Fund Balanc			
248-000-673-000	Gain/Loss on Sale of Assets			
248-000-676-404	Transfer From Prop Acq Fund			169,436
248-000-676-592	Reimbursement -Admin Fee - W&S			
248-000-681-000	Reimburse - Insurance Claims	(5,870)	16,707	
248-000-683-000	Reimbursements-Other			
248-000-685-000	Sponsorships	11,476	2,190	35,000
248-000-685-100	Transportaion Sponsorship	21,907		17,500
248-000-686-000	Downtown Events	5,121	20	18,500
248-000-686-002	Flower Fair Revenue	305		
248-000-686-003	New Year Resolution Run Revenue			
248-000-686-004	OktoberFest Revenue			1,500
248-000-686-005	Babes On Broadway			1,500
248-000-686-006	Electrical Vehicles	1,078	419	500
248-000-687-000	Merchandise Sales			1,000
248-000-688-000	Gift Certificate Sales	430		500
248-000-692-000	Rent			
248-000-694-000	Miscellaneous	1,355	8,156	2,500
248-000-696-000	PROCEEDS FROM THE SALE OF BONDS/N			
248-260-701-000	Executive Director Wages	60,861	21,539	80,000
248-260-701-019	COVID 19 PAYROLL			
248-260-704-000	Wages - Administrative Coordinato	35,878	4,250	37,188
248-260-706-000	Asst. Executive Director wages	41,898	19,116	71,000
248-260-706-001	Marketing Coordinator			
248-260-707-000	Wages - Grounds Coordinator	3,211	2,277	5,400
248-260-711-013	OVERTIME			
248-260-715-000	Social Security	10,809	3,609	14,810
248-260-716-000	Health Insurance- Medical	2,878		12,000
248-260-717-000	Life & Disability Insurance	331	1,068	1,320
248-260-718-000	Dental Insurance	222		770
248-260-719-000	Pension	5,457	1,365	5,632
248-260-720-000	Unemployment			
248-260-721-000	Vision Care	46		143
248-260-722-000	Worker's Comp. Insurance			
248-260-801-000	Contractual Services	18,000	10	15,000
248-260-801-002	Contr Services - Police Admin Fee	60,000		60,000
248-260-801-003	Contract Services - DPW Admin Fee	29,400	7,500	30,000
248-260-801-004	Contract Services - GF Admin Fee	70,000	17,500	70,000
248-260-801-005	Contractual Services- Township	2,700		2,700
248-260-801-012	Contractual Services-Parking Code	21,000		21,000
248-260-801-022	Cont Service-Police Crowd Control	20,000	462	20,000
248-260-801-023	Contract Services-DPW event suppo	10,000		10,000
248-260-801-033	Contract Services-DPW snow remova	15,600		12,000
248-260-805-000	Audit Fees	2,950	1,990	2,500
248-260-810-000	Legal Services	17,497	2,822	8,000
248-260-823-000	Website/Software	5,711	399	6,000
248-260-823-001	Municipal Software	3,676		3,800
248-260-829-000	Planner Services	675		3,500
248-260-851-000	Telephone	3,392	381	3,500
248-260-900-000	Printing and Publication			500
248-260-920-000	Utilities	9,601	1,488	4,500
248-260-921-000	Municipal Street Lighting	6,418	1,476	6,500
248-260-930-000	Repair and Maintenance	58		
248-260-930-002	Building Maintenance	375	226	400
248-260-940-000	Equipment Rental			250
248-260-941-000	Office Rent	12,000	8,400	14,000
248-260-942-000	Office Expenses	3,427	120	4,500
248-260-942-019	Covid Office Expenses			
248-260-946-000	Credit Card Fees			100
248-260-955-001	Credit Card Fees			
248-260-956-000	Dues & Miscellaneous	1,505	93	1,545
248-260-957-000	Education & Training	4,360		5,000
248-260-958-000	General Activities Misc		146	350
248-260-958-019	Covid General Activities			
248-260-961-000	Tax Tribunal Refunds			
248-260-962-000	Mileage	38		1,000
248-260-965-101	Transfer Out - General Fund			
248-260-965-401	Transfer to Capital Imp Fund			

User: GIBBM

Section 9, Item D.

DB: Village Of Lake

Calculations as of 06/30/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 06/30/24	2024-25 ACTIVITY	2024-25 COUNCIL ADOPTED BUDGET
248-260-965-404	Transfer Out - DDA Property Acq F	157,500		
248-260-974-000	Capital Outlay - Equipment	1,235		2,000
248-725-822-000	Newsletter	650	65	1,800
248-725-824-000	Volunteer Recognition & Dvp.		322	1,000
248-725-825-000	Gift Certificate Redemption	3,210	120	5,000
248-725-826-000	Historic Celebration/Education	580		1,000
248-725-827-000	Awareness Program	918	150	1,500
248-725-827-019	Covid Awareness Program/Organizat			
248-725-864-000	Grant & Scholarship Distriubution			
248-725-881-000	Merchandise to Sell	211		1,000
248-726-745-000	Beautification Supplies	2,736	214	1,500
248-726-746-000	Hanging Baskets	3,443		4,000
248-726-801-000	Contractual Services	5,127	710	5,500
248-726-843-000	Facade Program	5	274	23,680
248-726-845-000	Public Art Program		200	2,500
248-726-883-000	Banners and Holiday Lighting	6,000	11	10,000
248-726-975-001	Capital Outlay - Beautification			5,000
248-726-975-002	Capital Outlay - Streets			500
248-726-975-019	Covid Capital Outlay			
248-728-801-000	Contractual Services	6,313		34,500
248-728-860-000	Trolley Expense	23,903		22,000
248-728-861-000	Survey Expense			468
248-728-862-000	Training Materials			500
248-728-864-000	Grant & Scholarship Distriubution			12,500
248-728-886-000	Marketing Materials			2,500
248-728-886-001	Blight Reduction			
248-728-886-002	Social District	1,000	60	750
248-728-888-000	Brand Marketing	23,296	3,033	50,000
248-728-888-001	Contractual Services Brand Market	23,255	135	10,000
248-729-880-000	Event Promotion	473	405	2,000
248-729-880-001	Event Promo - Gazebo Series	10,170	600	11,000
248-729-880-004	Event Promo - Halloween Parade	2,451		2,500
248-729-880-005	Event Promo - Hmtwn/Holiday Vill	8,014		7,500
248-729-880-006	Event Promo - New Years Res. Run			
248-729-880-007	Event Promo - Flower Fair			
248-729-880-008	Event Promo-Photo Contest			250
248-729-880-009	Event Promo-Lake Orion Love Shop			
248-729-880-010	Babes On Broadway			1,500
248-729-880-011	Restaurant week			2,500
248-729-880-012	Sing & Stroll Tree Lighting	11,754		12,100
248-729-880-013	SD Nights- Stronger Together Wint	349		2,500
248-729-880-014	Octoberfest			1,500
248-729-880-015	Winter Activities	7,019		12,000
248-729-880-016	Athletic Events-other			2,500
248-729-880-017	Movie Night	999		3,000
248-729-880-019	Covid Event Promotion			
248-729-880-100	Stronger Together- smr fall	1,522		5,000
248-729-885-000	Port-A-Johns	2,104	853	3,500
248-729-895-000	Event Promo-Comm. Sponsorships			
248-729-975-020	Capital Outlay Parks & rec			
248-730-253-885	Knox Box Grant Program			
248-730-885-100	Knox Box Grant Program			2,000
248-730-931-000	Repair & Maintenance-Equipment			
248-730-965-101	Transfer Out - General Fund			
248-730-965-301	Interfund TRF 2023 DDA Bond Proje	422,709		419,709
248-730-965-404	Transfer Out - DDA Property Acq F			
248-730-965-592	Transfers To Water/Sewer Fund			
248-730-975-000	Capital Outlay	1,636		53,075
248-730-975-003	DDA Capital Outlay	5,871	479	5,500
248-730-975-005	DDA Capital Outlay- Wayfinding/Li			
248-730-975-006	DDA Capital Outlay - Parking			
248-730-975-009	Capital Outlay - Dumpsters			30,000
248-730-975-011	Capital Outlay - Trail Extensi			9,000
248-730-975-015	Captial Outlay- Outdoor Sound			
248-730-975-020	Capital Outlay Parks & rec			
248-730-992-000	Bond Principal			
248-730-995-000	Bond Interest			
301-000-300-001	2023 Downtown Dev Tax Exempt Bond			
301-000-300-002	2023 Downtown Dev Tax Exempt Bond			
301-000-664-000	Interest Earnings	1,917	436	900
301-000-671-999	Appropriation from Fund Balanc			
301-000-699-301	TRF in from DDA	422,709		419,709
301-901-805-000	Audit fees			
301-901-930-000	Repair and Maintenance			
301-901-950-000	Demolition & Land Improvement	26,827	9,028	5
301-901-956-000	Dues & Miscellaneous			
301-901-971-000	Capital Outlay - Buildings	2,120,875		

Section 9, Item D.

Calculations as of 06/30/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 06/30/24	2024-25 ACTIVITY	2024-25 COUNCIL ADOPTED BUDGET
301-905-301-000	Bond Issuance Expense			
301-905-731-000	2023 Bond Taxable Issuance Expen	1,000		
301-905-731-001	2023 Tax exempt Bond Issuance Exp	1,000		
301-905-745-001	Property taxes-Orion Twp	3,353		
301-905-920-000	Utilities			
301-905-992-003	2023 DDA bonds Taxable	75,000	38,455	60,000
301-905-992-004	2023 DDA BONDS TAX EXEMPT	180,000	66,400	150,000
301-905-993-001	2023 DDA bond taxable interest	60,931		76,910
301-905-993-002	2023 DDA tax exempt bond interest	105,778		132,800
404-000-664-000	Interest Earnings	124	27	
404-000-694-000	Miscellaneous Revenue			
404-000-699-248	Interfund Transfer In - DDA	157,500		
404-901-805-000	Audit Fees			
404-901-901-000	Debt Service- Parking Deck			
404-901-930-000	Repair & Maintenance - Bldg			
404-901-950-000	Demolition & Land Improvement			
404-901-956-000	Miscellaneous			
404-901-971-000	Capital Outlay - Building			169,436
404-901-980-248	Prop Acq Transfer to DDA			
404-901-992-000	Bond Principal	300,000		
404-901-995-000	Bond Interest	15,000		
ESTIMATED REVENUES - ALL FUNDS		1,652,727	682,372	1,718,674
APPROPRIATIONS - ALL FUNDS		4,104,191	217,751	2,479,502
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		(2,451,464)	464,621	(760,828)
BEGINNING FUND BALANCE - ALL FUNDS		5,769,990		3,318,526
ENDING FUND BALANCE - ALL FUNDS		3,318,526	464,621	2,557,698