



AGENDA

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, August 20, 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. July 16th, 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. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair. 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.

A. Financial Reports

7. Financial Matters

A. Bill Approval

8. New and Old Business

A. Resolution Establishing FOIA Policy and Appointment of Coordinator

- B.** Acceptance of Placemaking Program Grant
- C.** Creation and Appointment of DDA Budget Task Force
- D.** Budget Policy Resolution
- E.** Approve Single Source Quote - Survey Work

9. Reports, Resolutions and Recommendations

- A.** Executive Director’s Report
- B.** Assistant Director’s Report

10. Board Comments

11. Next Regular Meeting - September 17, 2024

12. Adjournment

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

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.



DDA SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC: July 16th, 2024 DDA Minutes

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular Meeting Minutes of July 16th, 2024, as presented.



MINUTES

REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, July 16, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. Call to Order

The July 16th, 2024 Downtown Development Authority Board of Directors Regular Meeting was called to order at 6:29 PM.

2. Roll Call and Determination of Quorum

PRESENT

Chairperson Debbie Burgess

Vice Chairperson Sam Caruso

Secretary Hank Lorant

Board Member Lloyd Coe (arrived at 6:36 PM)

Board Member Sally Medina

Board Member Alaina Campbell

Village President Jerry Narsh

ABSENT

Treasurer Matt Shell

Board Member Chris Barnett

STAFF PRESENT

DDA Executive Director Matthew Gibb

DDA Assistant Director Janet Bloom

Clerk/Treasurer Sonja Stout

Village Manager Darwin McClary

3. Approval of Minutes

A. June 18th, 2024 DDA Regular Meeting Minutes

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to approve the Downtown Development Authority Board Regular meeting minutes of June 18th, 2024.

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

VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

B. July 8th, 2024 DDA Special Meeting Minutes

MOTION made by Board Member Campbell, Seconded by Village President Narsh to approve the Downtown Development Authority Board Special meeting minutes of July 8th, 2024.

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

4. Approval of Agenda

MOTION made by Village President Narsh, Seconded by Secretary Lorant to approve the agenda of July 16th, 2024, Downtown Development Authority Board Regular meeting as presented.

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

MOTION made by Village President Narsh, Seconded by Secretary Lorant to amend the previous motion to approve the agenda of July 16th, 2024, Downtown Development Authority Board Regular meeting to include adding item D. Social District Application.

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

5. Call to the Public

None.

6. Consent Agenda

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to approve the Consent Agenda approved by one vote.

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

A. Financial Reports

MOTION made by Vice Chairperson Caruso, Seconded by Secretary Lorant to receive and file the financial reports for June 2024.

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

VOTING NAY: None
ABSENT: Shell, Barnett, Coe
MOTION: Carried

7. Financial Matters

A. Bill Approval

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to approve the disbursements in the amount of \$20,992.50 for June 2024.

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

Board member Coe arrived at 6:36 PM.

8. New and Old Business

A. Offer to Purchase - Vacant Land

MOTION made by Village President Narsh, Seconded by Board Member Coe to approve the purchase of vacant land known as the Waltman Parcel, on the terms and conditions set forth in the attached Purchase Agreement, authorizing the Board Chair and Executive Director to execute the agreement and effect a closing on its terms not to exceed \$7,000. All funding for the purchase from GL 404-901-971-000 Capital Outlay-Building.

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

B. Discussion and Decision - Lumber Yard Project Name

MOTION made by Board Member Campbell, Seconded by Secretary Lorant to adopt "Lumberyard at Paint Creek" as the official name for the public project at the Lumber Yard and directing the Executive Director to develop a branding guide and logo for use in marketing, plan development and funding.

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

C. Discussion and Decision - Nonprofit Organization

MOTION made by Village President Narsh, Seconded by Secretary Lorant to proceed with diligence on the creation of the non-profit arm for the Downtown Development Authority Board and to direct staff to move forward on the prior approval of Heritage Consulting for advising services.

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

D. Social District Application

MOTION made by Board Member Coe, Seconded by Secretary Lorant to authorize the Lake Orion DDA Executive Director to present the Social District Permit and accompanying information to the Lake Orion Village Council for review and determination of application to MLCC.

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

VOTING NAY: None

ABSENT: Shell, Barnett,

MOTION: Carried

9. Reports, Resolutions and Recommendations

A. Executive Director’s Report

MOTION made by Village President Narsh, Seconded by Secretary Lorant to receive and file the Executive Director's Report.

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

VOTING NAY: None

ABSENT: Shell, Barnett,

MOTION: Carried

B. Assistant Director’s Report

MOTION made by Village President Narsh, Seconded by Secretary Lorant to receive and file the Assistant Director's Report.

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

VOTING NAY: None

ABSENT: Shell, Barnett,

MOTION: Carried

10. Board Comments and Training Feedback

Board member Medina spoke.

Secretary Lorant spoke.

Vice Chairperson Caruso spoke.

Board member Campbell spoke.

President Narsh spoke.

Board member Coe spoke.

Chairperson Burgess spoke.

11. Next Regular Meeting - August 20, 2024

12. Adjournment

Motion made by Board Member Campbell, Seconded by Secretary Lorant to adjourn the July 16th, 2024 Downtown Development Authority Board Regular meeting.

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

The July 16th, 2024 Downtown Development Authority Board Regular meeting adjourned at 8:06 PM.

Debbie Burgess
Chairperson

Sonja Stout
Village Clerk/Treasurer

Lynsey Blough
Deputy Clerk/Treasurer, CMC

Date Approved: as presented on August 16, 2024.



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 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 July 2024.

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	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	0.00	0.00	987,129.00	0.00
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	14.08	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	0.00	0.00	2,500.00	0.00
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	(1,167.06)	(1,167.06)	1,167.06	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	190.00	190.00	34,810.00	0.54
248-000-685-100	Transportaion Sponsorship	17,500.00	0.00	0.00	17,500.00	0.00
248-000-686-000	Downtown Events	18,500.00	0.00	0.00	18,500.00	0.00
248-000-686-002	Flower Fair Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-003	New Year Resolution Run Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-004	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	0.00	0.00	500.00	0.00
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	40.00	40.00	2,460.00	1.60
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	(922.98)	(922.98)	1,298,987.98	(0.07)
TOTAL REVENUES		1,298,065.00	(922.98)	(922.98)	1,298,987.98	(0.07)
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
248-260-701-000	Executive Director Wages	80,000.00	6,153.92	6,153.92	73,846.08	7.69
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	0.00	0.00	37,188.00	0.00
248-260-706-000	Asst. Executive Director wages	71,000.00	5,461.60	5,461.60	65,538.40	7.69
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	985.50	985.50	4,414.50	18.25
248-260-711-013	OVERTIME	0.00	0.00	0.00	0.00	0.00
248-260-715-000	Social Security	14,810.00	963.99	963.99	13,846.01	6.51
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	634.80	634.80	685.20	48.09
248-260-718-000	Dental Insurance	770.00	0.00	0.00	770.00	0.00
248-260-719-000	Pension	5,632.00	0.00	0.00	5,632.00	0.00
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	0.00	0.00	15,000.00	0.00

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	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	0.00	0.00	30,000.00	0.00
248-260-801-004	Contract Services - GF Admin Fee	70,000.00	0.00	0.00	70,000.00	0.00
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	0.00	0.00	20,000.00	0.00
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	0.00	0.00	2,500.00	0.00
248-260-810-000	Legal Services	8,000.00	0.00	0.00	8,000.00	0.00
248-260-823-000	Website/Software	6,000.00	0.00	0.00	6,000.00	0.00
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	0.00	0.00	3,500.00	0.00
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	25.80	25.80	4,474.20	0.57
248-260-921-000	Municipal Street Lighting	6,500.00	0.00	0.00	6,500.00	0.00
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	0.00	0.00	400.00	0.00
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	4,200.00	4,200.00	9,800.00	30.00
248-260-942-000	Office Expenses	4,500.00	0.00	0.00	4,500.00	0.00
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	0.00	0.00	1,545.00	0.00
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	0.00	0.00	350.00	0.00
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	18,425.61	18,425.61	586,098.39	3.05
Dept 725 - ORGANIZATION						
248-725-822-000	Newsletter	1,800.00	0.00	0.00	1,800.00	0.00
248-725-824-000	Volunteer Recognition & Dvp.	1,000.00	0.00	0.00	1,000.00	0.00
248-725-825-000	Gift Certificate Redemption	5,000.00	0.00	0.00	5,000.00	0.00
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	0.00	0.00	1,500.00	0.00
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	0.00	0.00	11,300.00	0.00
Dept 726 - DESIGN						
248-726-745-000	Beautification Supplies	1,500.00	0.00	0.00	1,500.00	0.00

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	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	30.24	30.24	5,469.76	0.55
248-726-843-000	Facade Program	23,680.00	0.00	0.00	23,680.00	0.00
248-726-845-000	Public Art Program	2,500.00	0.00	0.00	2,500.00	0.00
248-726-883-000	Banners and Holiday Lighting	10,000.00	0.00	0.00	10,000.00	0.00
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	30.24	30.24	52,649.76	0.06
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	0.00	0.00	750.00	0.00
248-728-888-000	Brand Marketing	50,000.00	0.00	0.00	50,000.00	0.00
248-728-888-001	Contractual Services Brand Marketing	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		133,218.00	0.00	0.00	133,218.00	0.00
Dept 729 - PROMOTION						
248-729-880-000	Event Promotion	2,000.00	0.00	0.00	2,000.00	0.00
248-729-880-001	Event Promo - Gazebo Series	11,000.00	0.00	0.00	11,000.00	0.00
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	0.00	0.00	3,500.00	0.00
248-729-895-000	Event Promo-Comm. Sponsorships	0.00	0.00	0.00	0.00	0.00
248-729-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - PROMOTION		69,350.00	0.00	0.00	69,350.00	

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	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	0.00	0.00	5,500.00	0.00
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	Captial 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	0.00	0.00	519,284.00	0.00
TOTAL EXPENDITURES		1,390,356.00	18,455.85	18,455.85	1,371,900.15	1.33
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		1,298,065.00	(922.98)	(922.98)	1,298,987.98	0.07
TOTAL EXPENDITURES		1,390,356.00	18,455.85	18,455.85	1,371,900.15	1.33
NET OF REVENUES & EXPENDITURES		(92,291.00)	(19,378.83)	(19,378.83)	(72,912.17)	21.00
BEG. FUND BALANCE		498,200.06	498,200.06			
NET OF REVENUES/EXPENDITURES - 2023-24			(143,395.39)		(143,395.39)	
END FUND BALANCE		405,909.06	335,425.84			

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	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	0.00	0.00	900.00	0.00
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	0.00	0.00	420,609.00	0.00
TOTAL REVENUES		420,609.00	0.00	0.00	420,609.00	0.00
Expenditures						
Dept 901 - 905						
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	0.00	0.00	500,000.00	0.00
301-901-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
301-901-971-000	Capital Outlay - Buildings	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - 905		500,000.00	0.00	0.00	500,000.00	0.00
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	0.00	0.00	60,000.00	0.00
301-905-992-004	2023 DDA BONDS TAX EXEMPT	150,000.00	0.00	0.00	150,000.00	0.00
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	0.00	0.00	419,710.00	0.00
TOTAL EXPENDITURES		919,710.00	0.00	0.00	919,710.00	0.00
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:						
TOTAL REVENUES		420,609.00	0.00	0.00	420,609.00	0.00
TOTAL EXPENDITURES		919,710.00	0.00	0.00	919,710.00	0.00
NET OF REVENUES & EXPENDITURES		(499,101.00)	0.00	0.00	(499,101.00)	0.00
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	2,794,812.47			

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

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 07/31/2024	ACTIVITY FOR MONTH 07/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 404 - DDA PROPERTY ACQUISITION						
Revenues						
Dept 000 - REVENUE						
404-000-664-000	Interest Earnings	0.00	0.00	0.00	0.00	0.00
404-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
404-000-699-248	Interfund Transfer In - DDA	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
Dept 901 - 905						
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	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		169,436.00	0.00	0.00	169,436.00	0.00
NET OF REVENUES & EXPENDITURES		(169,436.00)	0.00	0.00	(169,436.00)	0.00
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	169,464.87			
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		1,718,674.00	(922.98)	(922.98)	1,719,596.98	0.05
TOTAL EXPENDITURES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		2,479,502.00	18,455.85	18,455.85	2,461,046.15	0.74
NET OF REVENUES & EXPENDITURES		(760,828.00)	(19,378.83)	(19,378.83)	(741,449.17)	2.55
BEG. FUND BALANCE - ALL FUNDS		5,769,990.44	5,769,990.44			
END FUND BALANCE - ALL FUNDS		5,009,162.44	3,299,703.18			

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 07/31/2023	PERIOD ENDED 07/31/2024
*** 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	5,112.20	(250.00)
	CASH CHECKING	5,562.20	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	67,490.20	(78,812.65)
248-000-010-000	Investment/LGIP County Inv	400,000.13	407,318.87
248-000-011-000	Cash - Payroll Savings	11,316.57	7,000.66
	CASH SAVINGS	478,806.90	335,506.88
Unclassified			
	Unclassified	0.00	0.00
	Total Assets	484,369.10	335,825.84
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
248-000-213-000	Accrued Property Tax - Est Chargebacks	400.00	400.00
	ACCRUED AND OTHER LIAB	400.00	400.00
ACCOUNTS PAYABLE			
248-000-202-000	Accounts Payable	8,231.62	0.00
	ACCOUNTS PAYABLE	8,231.62	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
	Unclassified	0.00	0.00
	Total Liabilities	8,631.62	400.00
*** 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
Unclassified			

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 07/31/2023	PERIOD ENDED 07/31/2024
*** Fund Balance ***			
	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		(143,395.39)
	*23-24 End FB/24-25 Beg FB	354,804.67	
	Net of Revenues VS Expenditures - Current Year	(22,462.58)	(19,378.83)
	Ending Fund Balance	475,737.48	335,425.84
	Total Liabilities And Fund Balance	484,369.10	335,825.84

* Year Not Closed

Fund 301 DOWNTOWN DEV BOND PROJECT 2023

GL Number	Description	PERIOD ENDED 07/31/2023	PERIOD ENDED 07/31/2024
*** Assets ***			
CASH CHECKING			
301-000-001-000	Cash	0.00	56,386.80
	CASH CHECKING	0.00	56,386.80
CASH SAVINGS			
301-000-002-000	CASH	4,944,222.82	2,739,060.32
	CASH SAVINGS	4,944,222.82	2,739,060.32
Total Assets		4,944,222.82	2,795,447.12
*** Liabilities ***			
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
301-000-214-101	Due to General Fund	0.00	634.65
	DUE TO INTERFUND	0.00	634.65
Total Liabilities		0.00	634.65
*** Fund Balance ***			
FUND BALANCE			
301-000-390-000	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		(726.86)	0.00
Ending Fund Balance		4,944,222.82	2,794,812.47
Total Liabilities And Fund Balance		4,944,222.82	2,795,447.12

* Year Not Closed

Fund 404 DDA PROPERTY ACQUISITION

GL Number	Description	PERIOD ENDED 07/31/2023	PERIOD ENDED 07/31/2024
*** 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.	326,858.76	169,464.87
	CASH SAVINGS	326,858.76	169,464.87
Unclassified			
	Unclassified	0.00	0.00
Total Assets		326,858.76	169,464.87
*** 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			
*23-24 End FB/24-25 Beg FB		169,464.87	(157,375.83)
Net of Revenues VS Expenditures - Current Year		18.06	0.00
Ending Fund Balance		326,858.76	169,464.87
Total Liabilities And Fund Balance		326,858.76	169,464.87

* Year Not Closed



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 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 \$42,681.75 for July 2024.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 000 REVENUE					
248-000-681-000	REPLACEMENT POLE	ELECTRICAL SYSTEMS, INC.	35 N BROADWAY REPLACEMENT POLE	1,167.06	33467
248-000-681-000	13' COLONIAL LIGHT POLE	ELECTRICAL SYSTEMS, INC.	CLAIM REIMBURSEMENT LIGHT POLE	6,208.00	33517
248-000-681-000	POLE AND GLOBE INSTALL	ELECTRICAL SYSTEMS, INC.	CLAIM REIMBURSEMENT	925.48	33517
Total For Dept 000 REVENUE				8,300.54	
Dept 260 GENERAL ACTIVITIES					
248-260-823-000	FLOWCODE SFTWARE (RECURRING)	COMERICA BANK	CREDIT CARD STATEMENT	571.38	256
248-260-920-000	ACCT 8529101420028897	COMCAST	INTERNET SERVICE	410.54	33508
248-260-920-000	INV 100062995376 UTILITIES	CONSUMERS ENERGY		25.80	33511
248-260-920-000	INV 910040951659 STREET LIGHT	DTE ENERGY	STREET LIGHT/EV	821.39	33514
248-260-920-000	INV 920054227607 STREET LIGHT	DTE ENERGY	STREET LIGHTS	304.61	33514
248-260-920-000	INV 910018071613 - 118 S BROADWA	DTE ENERGY	OFFICE ELECTRIC	138.53	33515
248-260-941-000	OFFICE RENT	NICK SCHILLACE	OFFICE RENT	4,200.00	33524
248-260-942-000	CVS - SUPPLIES	COMERICA BANK	CREDIT CARD STATEMENT	93.42	256
248-260-942-000	INVOICE 2686 - OFFICE CLEANING	CARPET SHINE	CONTRACTUAL SERVICE - CLEANING	150.00	33505
248-260-956-000	INV 01701427-00 - DANIEL PAVELIC	BEAUMONT URGENT CARE BY WF	DANIEL PAVELICH	135.00	33498
Total For Dept 260 GENERAL ACTIVITIES				6,850.67	
Dept 725 ORGANIZATION					
248-725-822-000	SNAPRETAIL (RECURRING)	COMERICA BANK	CREDIT CARD STATEMENT	65.00	256
248-725-825-000	CERTS 4453, 3975	ALAINA CAMPBELL	COOKIES AND CREAM	50.00	33457
248-725-825-000	CERT #4550, 4524, 4469, 4468	ANITA'S KITCHEN	DOWNTOWN DOLLARS REDEMPTION	100.00	33459
248-725-827-000	MSOC MAIN EVENT AWARD PROG	COMERICA BANK	CREDIT CARD STATEMENT	70.00	256
Total For Dept 725 ORGANIZATION				285.00	
Dept 726 DESIGN					
248-726-745-000	6/7/24 DDA TRASHBAGS	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES JUNE	219.76	33470
248-726-745-000	HOME DEPOT - 2743_06/09/24	COMERICA BANK	CREDIT CARD STATEMENT	70.57	256
248-726-745-000	61 1 GALLON HOSTAS	GARDENING BY SINDY	61 1 GALLON HOSTAS	371.79	33520
248-726-801-000	INVOICE 2686 - FIRE STATION REST	CARPET SHINE	CONTRACTUAL SERVICE - CLEANING	300.00	33505
248-726-801-000	INV 91417 - OFFICE MAT SERVICE	DarWel ENTERPRISES LLC		30.24	33512
Total For Dept 726 DESIGN				992.36	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-860-000	TROLLY PROGRAM - NOTA INV 190,19	NORTH OAKLAND TRANSPORTATI	TROLLY PROGRAM	4,769.67	33525
248-728-888-000	INVOICE 2567 - LOLIVE	CANOE CIRCLE GRAPHICS	BANNERS AND GUIDES	345.00	33504
248-728-888-000	INVOICE 358432	VIEW NEWSPAPER GROUP	ADVERTISING	1,656.00	33543
Total For Dept 728 ECONOMIC DEVELOPMENT				6,770.67	
Dept 729 PROMOTION					
248-729-880-000	BEST BUY - EQUIPMENT#6513554	COMERICA BANK	CREDIT CARD STATEMENT	137.79	256
248-729-885-000	PORT O JOHN	TURNER SANITATION	PORT O JOHNS	155.00	33537
Total For Dept 729 PROMOTION				292.79	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				23,492.03	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	HOME DEPOT - SECURITY SUPPLIES (COMERICA BANK	CREDIT CARD STATEMENT	246.78	256
301-901-950-000	INV 2568 - SIGNS	EPRINT SOLUTION LLC	PRINTING/SIGNS	188.00	33518
301-901-950-000	INVOICE 168	K&D PHILLIPS CONTRACTING I	SITE PREP	9,500.00	33500
301-901-950-000	INVOICE 1361	TIMBER BEAST TREE SERVICE	TREE AND BRUSH REMOVAL	8,000.00	33500
Total For Dept 901 905				17,934.78	

08/01/2024 10:52 AM
User: BLOUGHL
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
EXP CHECK RUN DATES 07/01/2024 - 07/31/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/3

Section 7, Item A.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
			Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023	17,934.78	

08/01/2024 10:52 AM
User: BLOUGHL
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
EXP CHECK RUN DATES 07/01/2024 - 07/31/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Section 7, Item A.

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

Fund 248 DOWNTOWN DEVELC	23,492.03
Fund 301 DOWNTOWN DEV BC	17,934.78
Total For All Funds:	41,426.81

June 2024 Credit Card Report				
Trans Date	Merchant	GL#	Explanation	Amount
6/4/2024	MSOC Main Event	248-725-827-000	MSOC Main Event Award Program	\$ 70.00
6/10/2024	Flowcode	248-260-823-000	Website/software	\$ 9.95
6/11/2024	Home Depot	248-726-745-000	supplies	\$ 70.57
6/11/2024	Amazon	248-260-942-000	supplies	\$ 72.80
6/12/2024	Network Solutions	248-260-823-000	website/software	\$ 458.24
6/13/2024	SnapRetail	248-725-822-000	Newsletter	\$ 65.00
6/13/2024	Clickup	248-260-823-000	Website/software	\$ 57.00
6/17/2024	Best Buy	248-729-880-000	equipment	\$ 137.79
6/20/2024	CVS	248-260-942-000	supplies	\$ 20.62
6/20/2024	IONOS	248-260-823-000	Website/software (web hosting)	\$ 25.00
6/21/2024	Home Depot	301-901-950-000	security supplies	\$ 211.04
6/21/2024	Great Lakes Ace	301-901-950-000	supplies	\$ 35.74
6/24/2024	Adobe	248-260-823-000	Website/software (Acrobat Pro)	\$ 21.19
			TOTAL	\$ 1,254.94



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Resolution Establishing FOIA Policy and Appointment of Coordinator

BACKGROUND BRIEF:

The DDA was recently informed that it would be preferred by the Village if we acted as our own Public Body for purposes of the Freedom of Information Act. This arose from attempts to coordinate a FOIA response regarding the EV Charging stations near Children’s Park.

FINANCIAL IMPACT:

The DDA is only incurring additional time for the Executive Director to act as the coordinator and respond to requests. There will be fees charged to the public for the FOIA response that will be added to the revenue side of the budget. We may prefer to add a new revenue GL line for this purpose.

RECOMMENDED MOTION:

Move to approve and adopt a RESOLUTION ESTABLISHING FREEDOM OF INFORMATION ACT (FOIA) POLICIES, PROCEDURES AND GUIDELINES FOR THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY and to further APPOINT THE EXECUTIVE DIRECTOR OF THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY AS THE FOIA COORDINATOR.



FOIA Procedures and Guidelines

It is the public policy of the Lake Orion Downtown Development Authority (DDA) that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

**FOIA COORDINATOR
Matthew Gibb, Executive Director
118 N. Broadway St.
Lake Orion MI 48362
(248) 693-7942
gibb@downtownlakeorion.org**

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, as amended, the following is the Written Public Summary of the Lake Orion Downtown Development Authority's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of the DDA's FOIA Procedures and Guidelines. For more details and information, copies of the DDA's FOIA Procedures and Guidelines are available at no charge at the DDA Office and on the DDA's website www.downtownlakeorion.org

1. How do I submit a FOIA request to the DDA?

- A request must sufficiently describe a public record to enable the DDA to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the DDA in providing a prompt response. The DDA has a FOIA Request form for your convenience on their website www.downtownlakeorion.org
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the DDA may be submitted on the DDA's FOIA Request form or in any other form of writing (letter, fax, email, etc.).
 - No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the DDA's website www.downtownlakeorion.org
- Written requests may be delivered to the FOIA Coordinator's Office in person or by mail to: **Matthew Gibb, Executive Director/FOIA Coordinator, 118 N. Broadway St., Lake Orion MI 48362.**

Requests may be emailed to: gibb@downtownlakeorion.org. To ensure a prompt response, email requests must contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request the DDA will issue a response. If a request is received by email, the request is deemed to have been received on the following business day.

The DDA will respond to your request in one of the following ways:

- Grant the request;
 - Issue a written notice denying the request;
 - Grant the request in part and issue a written notice denying in part the request;
 - Issue a notice indicating that due to the nature of the request the DDA needs an additional 10 business days to respond; or
 - Issue a written notice indicating that the requested public record is available at no charge on the DDA's website
- For instances where the requested public record is available on the DDA's website, the DDA will so indicate.
 - If the request is granted, or granted in part, the DDA will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
 - If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the DDA will require a deposit before processing the request.

3. What are the DDA's deposit requirements?

- If the DDA has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the DDA may require that you provide a deposit in the amount of 50% of the total estimated fee. When the DDA requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If the DDA receives a request from a person who has not paid the DDA for copies of public records made in fulfillment of a previously granted written request, the DDA may require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in the DDA's possession;
 - The public records were made available to the individual, subject to payment, within the best effort time frame estimated by the DDA to provide the records;
 - Ninety (90) days have passed since the DDA notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to the DDA; and
 - The DDA has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The DDA will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to the DDA;
 - The DDA is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the DDA.

4. How does the DDA calculate FOIA processing fees?

The Michigan FOIA statute permits the DDA to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the DDA's website if you ask for the DDA to make copies.
- The cost of flash drives or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the DDA's website if you ask for the DDA to make copies.
- The cost to mail or send a public record to a requester.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid DDA employee capable of doing the work in the specific fee category, regardless of who actually performs work and will also include a 40% charge to cover or partially cover the cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requester; overtime costs will not be used to calculate the fringe benefit cost.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the DDA. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the DDA's usual FOIA requests, because of the nature of the request in the particular instance. The DDA must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

The DDA must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as flash drives or other digital media devices, the actual and most reasonably economical cost for the non-paper media will be charged.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The DDA may charge for the least expensive form of postal delivery confirmation.
- The DDA may charge for expedited shipping or insurance if such method of delivery has been requested by the requester.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The DDA may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

The DDA will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from the DDA twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is a sworn statement, acknowledged by a public notary.

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal the FOIA Coordinator's decision by filing a written appeal of the denial with the DDA Board Chair at the following: **Lake Orion Downtown Development**

Authority, DDA Board Chair, 118 N. Broadway St., Lake Orion MI 48362.

The appeal must be in writing, specifically state the word "appeal," and identify the reason or reasons you are seeking a reversal of the denial.

Within 10 business days of receiving the appeal the DDA Board Chair will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the DDA Board Chair, you may file a civil action in Circuit Court.

Appeal of a FOIA Processing Fee

If you believe that the fee charged by the DDA to process your FOIA request exceeds the amount permitted by state law, you may appeal the FOIA Coordinator's decision by filing a written appeal for a fee reduction to the office of the DDA Board Chair or Circuit Court.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the DDA Board Chair will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the DDA will respond to the written appeal.

After receiving notice of the DDA Board Chair's determination of the processing fee appeal, you may commence a civil action in Circuit Court for a fee reduction.

[Your Name]
[Street Address]
[City, ST ZIP Code]

[Date]

Matthew Gibb, FOIA Coordinator
LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
118 n. Broadway St
Lake Orion MI 48362

Dear Mr. Gibb:

Under the **Michigan Freedom of Information Act § 15.231 et seq.**, I am requesting an opportunity to inspect or obtain copies of public records that **[Describe the records or information sought with enough detail for the public agency to respond. Be as specific as your knowledge of the available records will allow. But it is more important to describe the information you are seeking.]**

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$_____. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public’s understanding of _____. I have reviewed the policy for such a waiver believe this request is eligible for the following reasons:

This information is not being sought for commercial purposes.

The Michigan Freedom of Information Act requires a response to this request within five days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records. If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Thank you for considering my request.

Sincerely,

[Your Name]

[Your Phone number]



POLICY RESOLUTION NO. 2024 - 01

RESOLUTION ESTABLISHING FREEDOM OF INFORMATION ACT (FOIA) POLICIES, PROCEDURES AND GUIDELINES FOR THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, from time to time, the Lake Orion Downtown Development Authority will receive Freedom of Information Act ("FOIA") requests; and

WHEREAS, these FOIA requests must be responded to in adherence with the Freedom of Information Act, being MCL 15.231, *et seq* (the "Act"); and

WHEREAS, due to the necessity of having a policy to ensure that FOIA requests are addressed in an efficient and consistent manner and to establish procedures and guidelines to implement charges for responding to FOIA requests; and

WHEREAS, there were significant changes in the FOIA procedures and requirements adopted pursuant to 2014 PA 563, to be effective July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Lake Orion Downtown Development Authority, by this Resolution of its Board, hereby adopts the following Freedom of Information Act Policies, Procedures, and Guidelines:

1. The Executive Director is hereby designated the FOIA Coordinator for the Lake Orion Downtown Development Authority (the "DDA") and is responsible for accepting and processing all FOIA requests in accordance with these Policies, Procedures, and Guidelines.
2. Unless otherwise agreed to in writing by the person making the request, the FOIA Coordinator shall respond to the request not more than five (5) business days after the request has been received, unless a 10 business day extension has been issued, in which case the FOIA Coordinator shall respond within 15 business days after the request has been received.
3. The response shall either grant the request, deny the request, or grant the request in part and deny the request in part.

4. If the request is granted in whole or in part, the response shall:
- (1) State the fees, if any, for the public record search, for the necessary copying of a public record for inspection, or for providing a copy of the public record. The fees shall be charged in accordance with the Act, which is incorporated herein. The fees charged shall be itemized on a form in accordance with the Act. If the FOIA Coordinator has failed to respond within the time frames set forth herein and either the delay was willful and intentional or the request was properly identified as a FOIA request pursuant to Section 4(9)(a)(ii) of the Act, the charges for labor costs set forth in this resolution and the attachments shall be reduced by 5% for each day the DDA exceeded the time for a response, with a maximum of a 50% reduction.
 - (2) State the amount of any deposit required pursuant to the terms of this resolution and the Act.
 - (3) Contain a best efforts estimate setting forth the time frame it will take the FOIA Coordinator to comply with the request.
 - (4) Explain which, if any, of the requested documents or information is available on the DDA's website, including the DDA's web page address and location on the website where the information can be located. The FOIA Coordinator shall identify separately the charges to receive copies of those documents that are available on the DDA's website.
 - (5) Fully explain the right to file a "fee appeal" to the DDA Board Chair or commence an action in circuit court if fees are charged in excess of the amount permitted by the Act or these policies and procedures, including the possibility of being awarded all or a portion of the requesting person's attorney fees if the court reduces the fees by 50% or more of the total fee.
 - (6) Include a website link to these policies, procedures and guidelines on the DDA's website.
 - (7) Include a signature of the FOIA coordinator.
5. If the request is denied in whole or in part, the response shall:
- (1) Explain the statutory basis for the determination that the public

record, or a part thereof, is exempt, if that is the reason for denying all or part of the request.

- (2) Certify that the public record does not exist under the name given by the requestor or any other name reasonably known to the DDA, if that is the reason for denying all or part of the request.
 - (3) Describe any material that has been separated or deleted as required by the Act.
 - (4) Fully explain the requesting person's right to appeal to the DDA Board Chair or seek judicial review of the denial in circuit court, including the right to receive attorney fees if the court determines that the DDA has not complied with the Act and orders disclosure of all or a portion of the public record.
 - (5) Include a website link to these policies, procedures and guidelines on the DDA's website.
 - (6) Include a signature of the FOIA coordinator.
6. A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the FOIA Coordinator determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public. In addition, a public record search shall be made and a copy of a public record shall be furnished without charge for the first \$20.00 of the fee for each request by either of the following:
- (a) An individual who is entitled to information under this Act and who submits an affidavit stating that the individual is indigent and receiving specific public assistance or, if not receiving public assistance, stating facts showing inability to pay the cost because of indigency. If the requestor is eligible for a requested discount, the public body shall fully note the discount on the detailed itemization described under subsection (4). If a requestor is ineligible for the discount, the FOIA Coordinator shall inform the requestor specifically of the reason for ineligibility in the written response. An individual is ineligible for this fee reduction if any of the following apply:

- (i) The individual has previously received discounted copies of public records under this subsection from the same public body twice during that calendar year.
 - (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. The FOIA Coordinator may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.
 - (b) A nonprofit organization formally designated by the State to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99- 319, or their successors, if the request meets all of the following requirements:
 - (i) Is made directly on behalf of the organization or its clients.
 - (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, being MCL 330.1931.
 - (iii) Is accompanied by documentation of its designation by the State, if requested by the public body.
7. Fees for the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information shall not be charged unless failure to charge a fee would result in unreasonably high costs to the DDA because of the nature of the request in the particular instance and the DDA specifically identifies the nature of these unreasonably high costs. The costs to the DDA shall be deemed unreasonably high if, because of the nature of the request in the particular instance, the amount of time needed to complete the search, examination, and review, or the deletion and separation of exempt from nonexempt information, will exceed 30 minutes.
8. If a DDA employee receives a verbal request for information that the employee believes is available on the DDA's website, the employee shall, where practicable, to the best of the employee's knowledge, inform the requestor about the DDA's website address. The

DDA employee shall otherwise inform the requestor of the ability to file a written FOIA request with the DDA.

9. The FOIA Coordinator shall require a good-faith deposit from the requestor of $\frac{1}{2}$ of the total estimated fee before providing public records if the entire fee estimate or charge, as detailed on the form attached hereto as Attachment B, exceeds \$50.00. The FOIA Coordinator shall require a deposit of 100% of the estimated fee if the requestor is more than 90 days and less than 365 days delinquent in paying the fees for and receiving records from a prior request and if all of the following apply:
 - (1) The final fee for the prior written request was not more than 105% of the estimated fee.
 - (2) The public records made available contained the information being sought in the prior request and are still in the DDA's possession.
 - (3) The public records were made available to the individual, subject to payment, within the time frame estimate provided to the individual.
 - (4) Ninety days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing.
 - (5) The individual is unable to show proof of payment.
 - (6) The fees for the current request are itemized.
 - (7) The individual does not subsequently pay in full the applicable fees for the prior request.

10. The DDA Board Chair is designated the head of the DDA for purposes of all appeals made pursuant to the Act. The following appeals, together or independently, may be made to the DDA Board Chair.
 - (a) Fee appeals. A person may appeal the fee by submitting to the DDA Board Chair a written appeal for a fee reduction by specifically stating the word "appeal" and identifying how the required fee exceeds the amount permitted under these policies and procedures or the Act.



Section 8, Item A.

Cost
 Bill

Freedom of Information Act Request Itemized Cost Worksheet

Date: _____ Prepared for Requester: _____ Date Request Received: _____

The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the DDA's FOIA Policies and Guidelines.

1. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requester on non-paper physical media or through the Internet or other electronic means as stipulated by the requester.

This shall not be more than the hourly wage of the DDA's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments as set by the FOIA Coordinator** (for example: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage : \$ _____
 Fringe Benefit Multiplier: 40%
 Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)

Overtime rate charged as stipulated by Requester (*overtime is not used to calculate the fringe benefit cost*)

Total Time

 Number of 15
 minute
 increments
 (rounded down)

Increment x
 Charge per
 increment =
1.
Labor Cost
 \$ _____

2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to the DDA that are excessive and beyond the normal or usual amount for those services compared to the DDA's usual FOIA requests.**

The DDA will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in **15-minute time increments as set by the FOIA Coordinator** (for example: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage : \$ _____
 Fringe Benefit Multiplier: 40%
 Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)

Overtime rate charged as stipulated by Requester (*overtime is not used to calculate the fringe benefit cost*)

Total Time

 Number of 15
 minute
 increments
 (rounded down)

Increment x
 Charge per
 increment =
2.
Labor Cost
 \$ _____

<p>3. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):</p> <p>The DDA will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.</p> <p>This fee is being charged because failure to do so will result in unreasonably high costs to the DDA that are excessive and beyond the normal or usual amount for those services compared to the DDA's usual FOIA requests.</p> <p>This is the cost of labor of a DDA employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the DDA's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15 -minute time increments as set by the FOIA Coordinator (for example: 15-minutes or more); all partial time increments must be rounded down. <i>If the number of minutes is less than one increment, there is no charge.</i></p> <p>Hourly Wage : \$ _____ Fringe Benefit Multiplier: <u>40%</u> Total Hourly Wage with Fringe Benefit Cost: \$ _____ / 4 = \$ _____ (Charge per increment)</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requester (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>	<p>Total Time _____</p> <p>Number of 15 minute increments (rounded down) _____</p>	<p>Increment x Charge per increment = <u>3</u> Labor Cost \$ _____</p>
<p>4. Copying / Duplication Cost:</p> <p>Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (<i>for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection</i>).</p> <p>The DDA will utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.</p> <p>If the public body has included the website address for a record in its written response to the requester, and the requester thereafter stipulates that the public record be provided to him or her in a paper format or <u>non-paper physical digital media</u>, the DDA will provide the public records in the specified format and will charge copying costs to provide those copies.</p> <p>No more than the actual cost of a sheet of paper or 10 cents per sheet for Letter (8 ½ x 11 –inch) and Legal (8 ½ x 14-inch) sized paper, single and double -sided.</p> <p>No more than the <u>actual</u> cost of a sheet of paper for <u>other</u> paper sizes as detailed in the DDA's FOIA Policy.</p> <p>Actual and most reasonably economical cost of non-paper physical digital media:</p> <ul style="list-style-type: none"> - CD/DVD – Actual Cost as determined by DDA \$ _____ - Flash Drive – Actual Cost as determined by DDA \$ _____ 	<p>a. Number of 8 ½ “ x 11” and 8 ½ “ x 14 Sized Sheets: _____</p> <p>b. Number of Other Paper Size Sheets: _____</p> <p>c. Cost of Non-Paper Digital Media: \$ _____</p>	<p>(a. x \$.10) + (b. x \$ _____) + c. = <u>4</u> Total Copy Cost \$ _____</p>

5. Mailing Cost:

The DDA will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required. The DDA **may** charge for the least expensive form of postal delivery confirmation. The DDA **cannot** charge more for expedited shipping or insurance unless specifically requested by the requester.

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
\$ _____ per pound

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

Expedited Shipping or Insurance as Requested: \$ _____

Requester has requested expedited shipping or insurance

Cost of Envelope and/or Package
+
Cost of all Postage
=
5.
Total Mailing Cost
\$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:
_____ (days or date)

The time frame estimate is nonbinding upon the DDA, but the DDA is providing the estimate in good faith. Providing an estimated time frame does not relieve the DDA from any of the other requirements of this act.

1. Labor Cost for Copying: \$ _____
2. Labor Cost to Locate: \$ _____
3. Labor Cost to Redact: \$ _____
4. Copying/Duplication Cost: \$ _____
5. Mail Cost: \$ _____
Subtotal: \$ _____

Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requester is ineligible for the discount, the public body shall inform the requester specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- 1) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, **OR**
- 2) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requester in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Eligible for Indigence Discount

Subtotal Fees After Discount (subtract \$20): \$ _____

<p>Discount: <u>Nonprofit Organization</u></p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <ol style="list-style-type: none"> 1) Is made directly on behalf of the organization or its clients. 2) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931. 3) Is accompanied by documentation of its designation by the state, if requested by the DDA. <p style="text-align: right;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p>Deposit: <u>Good Faith</u></p> <p>The DDA will require a good-faith deposit <u>before providing the public records to the requester if the entire fee estimate or charge authorized under this section exceeds \$50.00</u>, based on a good-faith calculation of the total fee. The deposit will total 50% of estimated fee.</p>	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Amount Required:</p> <p>\$ _____</p>
<p>Deposit: <u>Increased Deposit Due to Previous FOIA Fees Not Paid In Full</u></p> <p>After the DDA has granted and fulfilled a written request from an individual under this act, if the DDA has not been paid in full the total amount of fees for the copies of public records that the DDA made available to the individual as a result of that written request, the DDA may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <ol style="list-style-type: none"> 1) The final fee for the prior written request was not more than 105% of the estimated fee. 2) The public records made available contained the information being sought in the prior written request and are still in the DDA's possession. 3) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. 4) Ninety (90) days have passed since the DDA notified the individual in writing that the public records were available for pickup or mailing. 5) The individual is unable to show proof of prior payment to the DDA. 6) The DDA calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit. <p>A public body can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <ol style="list-style-type: none"> 1) The individual is able to show proof of prior payment in full to the DDA, OR 2) The DDA is subsequently paid in full for the applicable prior written request, OR 3) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the DDA. 	<p>Date Paid:</p> <p>_____</p>	<p>Percent Deposit Required:</p> <p>_____ %</p> <p>Deposit Required:</p> <p>\$ _____</p>

<p><u>Late Response Labor Costs Reduction</u></p> <p>If the DDA does not respond to a written request in a timely manner as required under MCL 15.235(2), the DDA must do the following:</p> <p>a) Reduce the charges for labor costs otherwise permitted by 5% for each day the DDA exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>1) The late response was willful and intentional, OR</p> <p>2) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Deadline:</p> <p>_____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction:</p> <p>_____</p>	<p>Total Labor Costs</p> <p>\$ _____</p> <p>Minus Reduction</p> <p>\$ _____</p> <p>= Reduced Total Labor Costs</p> <p>\$ _____</p>
<p>The Public Summary of the DDA's FOIA Procedures and Guidelines is available free of charge from: Website: www.downtownlakeorion.org Email: gibb@downtownlakeorion.org Phone: 248-693-9742 Address: 118 N. Broadway St., Lake Orion MI 48362</p> <p style="text-align: center;">Request Will Be Processed, But <u>Balance Must Be Paid Before</u> Copies May Be Picked Up, Delivered or Mailed</p>	<p>Date Paid:</p> <p>_____</p>	<p>Total Balance Due:</p> <p>\$ _____</p>

Revised: 08/2024



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Acceptance of Placemaking Program Grant

BACKGROUND BRIEF:

The Main Street Oakland County team developed a new Program seeking projects that would enhance public spaces in the County. The “Placemaking and Public Spaces Program” provided a very short application window and the DDA applied for support in bringing the “Lumber Yard at Paint Creek” forward for potential funding. The application was accepted “In Full” and recommended for approval by the Oakland County Board of Commissioners.

The Lake Orion DDA, in partnership with the Village of Lake Orion, was awarded \$595,823.00. To accept this award the DDA must agree to provide its own funding of not less than \$1,313,983.00 and adopt the reporting terms and grant conditions contained in the Program Agreement.

The DDA presently has retained approximately \$2,300,000 of project funding, all of which is dedicated to the elements set forth in the Program Grant Application. Therefore, this grant award is not a traditional match, but a committed dedication of existing funds to a project scope that now has a significantly solved gap shortfall. In short, we would spend the budget funding on this project anyway, but now we get to make the public space enhancements even better and more integrated with the principles of Main Street.

FINANCIAL IMPACT:

There will be certain additional administrative functions tied to the project management as a result of the grant, particularly in the form of documenting expenditures that are tied to ARPA based infrastructure funding. This is not only expected, but would be part of our general project administration. We can absorb the staff cost of reporting and administration of the grant without budget impact, and the dedication of DDA budget funds to project specific reporting is expected.

RECOMMENDED MOTION:

Move to approve and adopt a RESOLUTION TO ACCEPT GRANT FUNDING FROM THE MAIN STREET OAKLAND COUNTY PLACEMAKING AND PUBLIC SPACES PROGRAM and authorize execution of the Program Agreement by Executive Director Matthew Gibb.



LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION TO ACCEPT GRANT FUNDING FROM THE MAIN STREET OAKLAND COUNTY PLACEMAKING AND PUBLIC SPACES PROGRAM

WHEREAS Oakland County has established the Main Street Oakland County Placemaking and Public Spaces Program providing opportunity for grant funding supporting the mission of the Program; and

WHEREAS the Village of Lake Orion, with, by and through the Lake Orion Downtown Development Authority, has submitted an application for grant funding to Oakland County in support of the project known as “The Lumber Yard at Paint creek”; and

WHEREAS the Lake Orion Downtown Development Authority, as a public body in cooperation with the Village of Lake Orion, wishes to execute and enter into a Program Agreement with Oakland County for grant funding.

NOW THEREFORE BE IT RESOLVED that the Board of the Lake Orion Downtown Development Authority hereby authorizes the Lake Orion Downtown Development Authority Executive Director, Matthew Gibb, to execute the Placemaking and Public Spaces Program Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and the Village of Lake Orion as public body 2 in the Agreement.

BE IT FURTHER RESOLVED that the Board of the Lake Orion Downtown Development Authority acknowledges execution of the Program Agreement accepts and binds the Lake Orion Downtown Development Authority to the terms and conditions of the Agreement.

Moved by member:
Supported by member:
Ayes: Nays:

CERTIFICATION: I hereby certify the foregoing is a true and complete copy of a Resolution adopted by the Lake Orion Downtown Development Authority at its regular meeting held on August 13, 2024, the original of which is a part of the Board minutes.

**PLACEMAKING AND PUBLIC SPACES PROGRAM AGREEMENT FOR LOCAL FISCAL
RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
VILLAGE OF LAKE ORION AND LAKE ORION DOWNTOWN DEVELOPMENT
AUTHORITY**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the (1) Village of Lake Orion and (2) Lake Orion Downtown Development Authority (DDA) ("Public Body 1 and 2") 21 E Church Street Lake Orion, MI 48362. County and Public Body may be referred to individually as a "Party" and jointly as "Parties". Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee.

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

Placemaking creates quality places essential to dynamic and vibrant communities. Assistance with Placemaking plans will provide economic benefits to the Public Body and the County.

On December 7, 2023, in Miscellaneous Resolution #2023-3615 _ 23-164, the Oakland County Board of Commissioners authorized an appropriation in the amount of Five Million \$5,000,000 dollars from the American Rescue Plan Act, Local Fiscal Recovery Funds, for the Main Street Oakland County Placemaking and Public Services Program to combat the negative economic impacts still lingering in our communities as a result of the COVID-19 pandemic. This Agreement is funded through that program.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - 1.2 **Application** means a properly submitted written request by a Public Body to the County for an award of Grant Funds.

- 1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5 **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6 **Exhibits** mean the following exhibits, which are attached to this Agreement and incorporated by reference therein, or added later by a formal amendment to this Agreement:
- Exhibit A, Grant Award Payments
- Exhibit B, Reporting Requirements
- Exhibit C, Grant Application, Scope of Work and Budget
- 1.7 **Grantee** means the Public Body [City, Village or Township, as defined in 1.11 below] receiving Grant Funds from the County under this Agreement in the manner provided in Section 2, below, which is an entity created by state or local authority or which is primarily funded through state or local authority, including, but not limited to, its Council, Board, its departments, divisions, elected and appointed officials, directors, Board members, Council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers and/or any such person's or entities' successors.
- 1.8 **Grant Funds** means the monetary funds awarded by the County to the Grantee under this Agreement.
- 1.9 **Grantee Funds** means the monetary funds that the Grantee raises on its own for this program.
- 1.10 **Points of Contact** means the individuals designated by the Grantee and County to act as primary contacts for communication and other purposes described herein.
- 1.11 **Public Body** means the Village of Lake Orion and Lake Orion DDA including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.
- 1.12 **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative

or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.

2.1 County will distribute \$595,823.00 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibits A and C.**

2.2 PUBLIC BODY UNIQUE ENTITY IDENTIFIER: FF55CJ8S1VN3.

2.3 FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640

2.4 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027

2.5 FEDERAL AWARD DATE: May 28, 2021

2.6 PERIOD OF PERFORMANCE END: September 30, 2026.

2.7 AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.

2.8 INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.

2.9 CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: John Bry, unless another person is designated in writing by the County.

2.10 DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

3.1 Public Body's grant match requirements are detailed in **Exhibit A**, which is attached hereto and incorporated as part of this Agreement.

3.2 Public Body shall invoice the County for the grant amount listed in 2.1. after this Agreement is executed.

3.3 Public Body shall submit to Oakland County a status report on the grant funds as provided in **Exhibit B**, including:

3.4 Project progress reports, including completion of deliverables included in project scope;

3.5 Accounting of incurred expenses and grant funds expended; and

3.6 Any other relevant information or records, to be determined by County.

3.7 Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:

3.8 Project completion report;

3.9 Full accounting of its expenditure of grant funds;

3.10 Certification of its use of grant funds and fulfillment of the terms of the Agreement; and

- 3.11 Any other relevant information, records or other pertinent documentation, which may be requested by the County. If requested by the County, the Public Body shall provide information concerning the Grant Award to the County in a web based format.
- 3.12 Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.13 Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.
- 3.14 Public Body may only use Grant Funds for purposes consistent with those specified by the Public Body in its approved Grant Application, Scope of Work and Budget (**Exhibit C**).

4. **COUNTY'S RESPONSIBILITIES.**

- 4.1 County has reviewed the Public Body's Grant Application and determined that the Public Body is eligible to receive Grant Funds. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 4.2 County may use, access, and disclose information concerning this Agreement and the award of Grant Funds described herein to comply with the law, such as a subpoena, court order or Freedom of Information Act request. County may refer all such requests to the Public Body's Point of Contact for their response within the required time frame if the information requested relates to records held by the Public Body.
- 4.3 County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above and **Exhibit B** to ensure timely reporting, accurate accounting, and verification of final certification.
- 4.4 County shall pay the Grant Funds to the Public Body in the manner and upon the conditions set forth in **Exhibit A**. As stated therein, it is understood between the Parties that under no circumstances shall the County be responsible for greater than Forty percent (40%) of the total development cost and that by accepting Grant Funds, the Public Body thereby commits to contributing Grantee Funds in an amount sufficient to fully fund the development cost of the project approved by the County pursuant to its Grant Application, Scope of Work and Budget (**Exhibit C**).

5. **PUBLIC BODY AFFIRMATIONS.**

- 5.1 Public Body affirms that all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- 5.2 Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- 5.3 Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States,

except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- 5.4 Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
- 5.5 Public Body shall use all grant funds it receives under this Agreement by September 30, 2026. Any grant funds not used by that date must be returned to County.
- 6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body’s use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
- 7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
- 8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
- 9. **ACCESS TO RECORDS AND AUDIT.**

- 9.1 Grantee shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, and the Grantee shall utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - 9.2 In addition to the Grantor, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to the Grantor, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the audit requirements will constitute a violation of this Agreement.
 - 9.3 Grantee must establish and maintain effective internal control over the Federal award that provides reasonable assurance that they are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.
 - 9.4 Grantee shall provide a final report that is due to Grantor upon the completion of the project. Grantee agrees to submit a detailed and timely grant report covering expenses related to each outlined purpose.
10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
- 10.1 Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive, or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
 - 10.2 Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
 - 10.3 Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
 - 10.4 Public Body must register at sam.gov.
 - 10.5 Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency),

disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

10.6 Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable.

11. DURATION OF INTERLOCAL AGREEMENT.

11.1 This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

11.2 This Agreement shall remain in effect until September 30, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. ASSURANCES.

12.1 **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

12.2 **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

12.3 **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

12.4 **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.

12.5 **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

12.6 **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. TERMINATION OR CANCELLATION OF AGREEMENT.

13.1 County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.

- 13.2 Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County all grant funds it has received.
- 13.3 If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. SETOFF OR RETENTION OF FUNDS

14.1 In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

14.2 Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

- 15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
- 20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not

intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

- 21. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1** If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328. the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328 and to the individual designated by the County as its Point of Contact.
- 21.2** If Notice is sent to Public Body, it shall be addressed to: 21 E Church Street Lake Orion, MI 48362.
- 22. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 23. SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 24. ENTIRE AGREEMENT.**
- 24.1** This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds and supersedes all other oral or written agreements between the Parties. Any amendment to this Agreement shall be in writing, and duly executed by the appropriate authority for each Party.
- 24.2** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, (1) Darwin McClary, Village Manager and (2) Matthew Gibb, Executive Director, Village of Lake Orion DDA hereby acknowledges that he/she has been authorized by a resolution of the Village of Lake Orion and Lake Orion DDA, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
(1) Darwin McClary, Village Manager
Village of Lake Orion

DATE: _____

EXECUTED: _____
(2) Matthew Gibb, Executive Director
Village of Lake Orion DDA

DATE: _____

WITNESSED: _____
Sonja Stout, Village Clerk

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

Grant Award Payments

It is understood that under no circumstances shall the County be responsible for greater than 40% of the total development cost and that by accepting County Grant Funds, the Public Body thereby commits to contributing Grantee Funds in an amount sufficient to fully fund the development cost of the project as approved by the County pursuant to the Grant Application, Scope of Work and Budget (Exhibit C).

First Grant Award Payment

Within 45 days of the execution of this Interlocal Agreement between Oakland County and the Public Body the County will transfer seventy five percent (75%) of the total grant award to the Public Body.

Final Grant Award Payment

Within 30 days of the County receiving and approving documentation from the Public Body that demonstrates that eligible project development cost expenditures of a minimum amount of two times the first grant award payment have been made by the Public Body, the County will transfer the remaining balance of the total grant award to the Public Body.

Application Number: MSPM2406 – Lake Orion

Total Development Costs: \$1,909,806.00

Total Local Funds: \$1,313,983.00

Total Grant Award: \$595,823.00 Percent of Total Development Costs: 31%

First Grant Award Payment: \$446,867.25 (75% of the Total Grant Award)

Final Grant Award Payment: \$148,955.75 (25% of the Total Grant Award)

EXHIBIT B

Reporting Requirements

The Public Body receiving grant funds must submit Status Reports throughout the project construction process and a final report within 30 days of the end of the Agreement, or project completion, whichever date is sooner. The final report shall include a full accounting of its expenditure of grant funds, certification of its use of grant funds and fulfillment of the terms of the agreement, along with any other relevant information, records or other pertinent documentation.

The first Status Report covers the reporting period from the date the Interlocal Agreement is executed through December 31, 2024. The first Status Report must be submitted to the County no later than January 31, 2025. Subsequent Status Reports cover quarterly reporting periods based on the calendar year starting on January 1, 2025, and continuing through the completion of the project construction. These Status Reports are due to the County no later than the last day of the month following the end of each quarterly reporting period. The Outcome Report is due to the County one year after the completion of construction. Oakland County will provide an online form for submitting both the Status Reports and Outcome Report.

Status Report Content

All Status Reports must include documentation of expenditures, project narrative and project photographs.

Documentation of Expenditures

Documentation of Expenditures includes all funds, county and local, spent on the project within the reporting period. A spreadsheet template will be provided to the Public Body for this purpose. The spreadsheet will require the following information be entered by the Public Body:

- Date of the Expenditure
- Amount of the Expenditure
- Line Item from the PROJECT BUDGET submitted as part of the Grant Application
- Purpose/Description of the Expenditure
- Paid Invoice Reference

Documentation of Expenditures

No.	Date	Amount	PROJECT BUDGET Line Item	Purpose/Description of the Expenditure	Paid Invoice Reference
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

PDF copies of paid invoices or other Public Body payment transfer records that document that the expenditures itemized in the Excel file have been made. Provide a means (Paid Invoice Reference) for the County to associate the documentation that payment was made with the expenditures.

Status Narrative

Describe the progress made toward implementing the project. The narrative should include describing actions taken that are associated with the expenditures. Include any obstacles or setbacks that have occurred during the reporting period. Also, explain plans or actions to be taken to address any obstacles or setbacks. Highlight positive aspects of the project such as public support and awareness of the project and any new supportive partnerships that may have evolved.

Status Photographs

Include site photographs that show the progress made and illustrate the project expenditures and project narrative.

Outcome Report Content

The Outcome Report is due to the County one year after the completion of construction. This report will document the success the project has had in meeting the measurable outcomes included in the Public Body grant application. It also will include a narrative and supporting photographs of how the public space is being used and programed.

Measurable Outcomes

Include data that support the following outcomes:

- Number of visitors and residents who utilize the newly created public space on an annual basis during special events and functions in the district.
- Number of activities and functions that take place in the public space in the district to draw foot traffic, users and tourists to the district.
- Number of private partners, private contributions and in-kind contributions that supported the completion of the project and on-going programing and maintenance.
- Number of new businesses, or business expansions in the district following the completion of the public space project.

Also, include data for all additional outcomes included in the submitted grant application.

Outcome Narrative

Describe how well the project has advanced the Measurable Outcomes. What aspects of the project have been most successful and what aspects least successful. Describe how the resident and business community have embraced the project. Include a brief description of how the space is being programmed for use. Finally, as guidance for other communities pursuing public space and placemaking projects provide any lessons learned and/or what would you do differently next time undertaking a similar project.

Outcome Photographs

Include site photographs that show the completed project and community residents and visitors using the public space.

EXHIBIT C: Grant Application, Scope of Work and Budget

APPLICANT INFORMATION

Application Number: MSPM2406

QA1. Placemaking and Public Spaces Project Name:

Lumber Yard at Paint Creek

QA2. Municipality Name:

Village of Lake Orion

QA3. Employer Identification Number (EIN):

38-6007183

QA4. Municipality Mailing Address:

Address	21 E Church St
City	Lake Orion
State	MI
ZIP Code	48362

QA5. Point of Contact - Individual that will be responsible for managing this grant.

First Name	Matthew
Last Name	Gibb
Title/Position	Executive Director
Phone	(248) 464-0307
Email Address	gibb@downtownlakeorion.org
Organization (if different from above)	Lake Orion Downtown Development Authority
Name	Lake Orion DDA
Address	118 N Broadway

City

State

Zip Code

QA6. Describe the project management experience of the individual responsible for managing this grant. (100 words maximum)

Matthew Gibb will be managing this grant. Mr. Gibb has written, accepted and managed more than 20 federal/state based grants, personally, and has held oversight management of local and county departmental organizations that acted as manager, sub-recipient, and overall administrative reporting agent. He has personally managed more than 50 large development projects, including all aspects of remediation, preservation and incentive based financing.

QA7. Individual submitting this application (If different than above).

First Name

Last Name

Title/Position

Phone Number

Email

ACKNOWLEDGMENTS

QA8. All of the information submitted is accurate and that I have the approval to submit this application on behalf of city/village/township identified above

I acknowledge this statement

QA9. If awarded a grant the city/village/township will be required to enter into an Interlocal Agreement with Oakland County.

I acknowledge this statement

QA10. If awarded a grant and the local DDA or CIA is providing local funding, the DDA or CIA may also be required to enter into the Interlocal Agreement with Oakland County.

I acknowledge this statement

QA11. Obtaining all required local, county and/or state permits, inspections or approvals will be the responsibility of the applicant city/village/township.

I acknowledge this statement

QA12. If awarded a grant the ARPA grant funds will be spent and the County funded elements of the project completed by September 30, 2026.

I acknowledge this statement

PROJECT INFORMATION

QB1. Location - use the applicable fields below and must enter data in at least ONE of the three fields.

Site Address(s)	215 S Broadway St Lake Orion MI 48362
Parcel Identification Number(s)	09-11228-016, 09-11-228-020, 09-11-228-004
Written Description (ie. The project sites located within, and along, the Elm Street right-of-way between First and Second Streets)	The original Lumber Yard property, consisting of 4.1 acres, sitting on the North East corner of M-24 and Atwater St

QB2. Site Ownership - Does the applicant city/village/township own the entire project site(s)? If "NO" describe who owns what portions of the project site(s).

YES

NO

QB3. Site and Surrounding Uses Map - Upload the Site and Surrounding Uses Map provided by Oakland County.

[Lake Orion Project Map_County.pdf](#)
1.6MB

application/pdf

QB4. Project Description - Provide a brief overview of the public spaces project.
(250 words maximum)

This opportunity will reinvent where the community hosts its large gatherings and festivals, while building start-up space for under-served entrepreneurs, a dynamic trailhead for the north end of the Paint Creek Trail, outdoor seating, walk-able access to the downtown district, and public art in both structure and programming. The signature feature is the rehabilitation and activation of three key historic structures, the large original barn and rack pavilion, the coal and yard office, and the canopy of the first supply building. These restored structures will become the bones of a new farmers market, art shows, retro food trailers, private event uses (i.e. weddings at the Lumber Yard) and relaxing mornings. The original railroad will be pulled up and restored into a public history walkway that will lead visitors into and through the site. A new large timber frame pavilion will be erected to host large events, moving the current "tent" area used for festivals out of a parking lot in front of the fire station and Children's Park and eliminating that impediment to the movement of people and safety in the downtown. The original lumber yard office (NW Corner) will be saved and re-imagined into an available space for a gallery, boutique or market. The frontage on M-24 will match a private partner to create a gateway, architecturally modeling the facade(s) of the original structures. This description derives from and improves the design concept plans attached.

To answer the next three questions:

Describe how the proposed public spaces project will address the adverse public health and economic impacts of the pandemic and support improved public health & welfare and overall economic recovery going forward. Frame your response in terms of the downtown district, small businesses, and public health & welfare.

QB5. Downtown District - How will this project positively impact the district?
(100 words maximum)

Beautifying our gateway to downtown is the bonus of activating a new, permanent location for festivals, events and new public markets. Festivals like Dragon on the Lake bring more than 15,000 region wide guests to the district, with temporary structures covering parking and blocking pathways. Replacing rented tents, and gateway blight, with preserved history and open air spaces has a multiplying impact on property values and commerce. The project also allows the connection of bicycles, runners, and visitors to complete their journey into the district, opening more attention to the Paint Creek, and a start up space for small business.

QB6. Small Businesses - How will the project positively impact small businesses in the district?
(100 words maximum)

The project has a solid focus on easing the cost of entry for new artists and entrepreneurs to find a "starting" location, building into its design several spaces intended to diversify our business community, and allowing the DDA to help with rent, location and resources. Our existing small business community is often burdened instead of enhanced as events squeeze into town. These issues are eased by moving the focus of significant pieces of events from our roadways to the lumber yard, adding a new walk-able customer as the project is within 500 steps from the district. Growth through the destination aspects of a regional trailhead and marketplace.

QB7. Public Health & Welfare - How will the project positively impact public health and welfare?
(100 words maximum)

The cleaning up of a 100 year old lumber yard, and its decades of use and impacts on soil, water table, and building contamination, will provide a safe, clean place to gather, shop for produce, listen to music and support community based business and art. Beyond clean soil and safe buildings, programming will be focused on opening community interaction and simply enjoying each others company, pushing back the lingering effects of isolation caused by the pandemic, fighting against depression, and maybe inspiring a bit more walking and biking and all their benefits. There is no greater health impact than a welcoming third place, a coffee, and kind words.

QB8. Describe how the proposed public space project will be primarily utilized (events, concerts, markets, open space, recreation space, etc.). Briefly describe each primary use.
(100 words maximum)

The main pavilion will serve as the gathering spot for large community events, a stage for music, entertainment, vendors, and lots of dancing and laughter. It will also host larger programming for car shows, flower markets, and when not used, ease parking constraints in the district. The restored barn and supply house will be designed for public/private events, weddings, scout ceremonies, reunions, art shows, and groups. The lumber rack will be restored into stalls, allowing regular summer/winter market(s) for regional vendors. Food trucks, canopies, and conversations, a park with a cool market, all building from the original design plans attached.

QB9. Describe how the County ARPA funds be utilized within the scope of the proposed public space project. (100 words maximum)

ARPA funds will provide capital to assist in building ADA appropriate restroom facilities, pathways for pedestrian movement in and out of the site, and utility placement, including a trailhead water and care station. All additional ARPA funds will be applied towards community gathering assets such as seating, shade canopies, and public art projects.

QB10. Outline the timetable for completion of the County funded elements of the proposed public spaces project by September 30, 2026. (100 words maximum)

Site demolition and clean up has commenced and final site plans for the development stage of the project will be approved by the Village of Lake Orion in October 2024. It is anticipated that necessary County permitting will be completed by December 2024. The County funded elements, and the project, are anticipated to be completed by October 2025. We are anticipating any delay caused by nature or unknown conditions would extend our anticipated all final date for the full project to January 2026.

QB11. Describe how the proposed public spaces project will be maintained and managed once completed. (100 words maximum)

The DDA will provide both organizational programming and maintenance. The DDA currently maintains, and funds, several contracts for general maintenance of owned property in the district. Those would be extended, as applicable, as well as our existing general services agreement with the Village of Lake Orion DPW to provide infrastructure maintenance. We employ seasonal grounds workers and incorporate maintenance and use clauses in all contracts. By separate grant, a DDA established/companion non-profit will be assigned general roles in supportive fundraising and programming for community specific goals and small business support.

. Measurable Outcomes

Tracking the measurable outcomes listed below will be required as part of the Interlocal Agreement:

- Number of visitors and residents who utilize the newly created public space on an annual basis during special events and functions in the district.
- Number of activities and functions that take place in the public space in the district to draw foot traffic, users and tourists to the district.
- Number of private partners, private contributions and in-kind contributions that supported the completion of the project and on-going programming and maintenance.
- Number of new businesses, business expansions, and/or public/private investment in the district following the completion of the public space project.

QB12. In addition to tracking those listed above, describe any measurable outcomes unique to the public space project that will be tracked.
(100 words maximum):

In addition to the above, during development will be tracking in kind and service based project support, and will continue that tracking to better build programming and support tools for the success of the Lumber Yard. To better understand why, where and how people are coming to the project, we will be using AI based data to track attendees ,location, distance and method of transportation.

PROJECT PLANS

QC1. Upload project plans, construction drawings, engineering documents, renderings, etc. Combine all documents into one PDF and name **ProjectNameProjectPlans.pdf**.

Lumber Yard at Paint Creek Plans.pdf
22.7MB
application/pdf

QC2. Upload photographs that show the existing site conditions and context from various vantage points. Combine photos onto 8.5 x 11 PDF pages, then into a combined document. Include a name or description on each photo and name the document **ProjectNamePhotos.pdf**.

LumberYard at Paint Creek Photos.pdf
29.8MB
application/pdf

BUDGET

QD1. Upload the **PROJECT BUDGET FORM (Excel File)**, name **ProjectNameBudget.xlsx**.

Lumber Yard at Paint Creek Budget.xlsx
19.2KB
application/vnd.openxmlformats-officedocument.spreadsheetml.sheet

QD2. Enter the following amounts from the **PROJECT BUDGET (Excel File)**

Total Development Costs (Green Cell)	<input type="text" value="\$1,909,806.00"/>
Total Local Funds (Purple Cell)	<input type="text" value="\$1,313,983.00"/>
Requested County ARPA Funds (Orange Cell) (Not to exceed 40% of Total Development Cost)	<input type="text" value="\$595,823.00"/>

NOTE: The amounts shown above have been edited to match the approved amounts included in Exhibit A and the Project Budget Form.

QD3. Upload proof of funding commitment for each source of local funds listed in the **PROJECT BUDGET**. Proof of funding commitment can include local government, CIA and DDA resolutions, letters of financial commitment, copies of approved budget documents and documentation of other grant awards that are

specified to be used for the public space project. Combine documents into one PDF file, assign A-F to each source and name **ProjectNameFundingProofA_F.pdf**.

Lumber Yard at Paint Creek Funding Proof A-F.pdf
3.1MB
application/pdf

PROJECT SUPPORT

QE1. Upload any documentation of local support. Documentation of local support can include resolutions and/or letters of support from local government, DDAs, CIAs, community and business organizations, schools, and businesses. Please combine all letters into one PDF document to upload and name **ProjectNameSupport.pdf**.

Lumber Yard at Paint Creek Support.pdf
9.4MB
application/pdf

ADDITIONAL SUPPORT

QF1. Upload any additional support items for this project here and name **ProjectNameAdditionalSupport.pdf**.

Lumber Yard at Paint Creek Additional Support.pdf
3.9MB
application/pdf



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Creation of DDA Budget Task Force

BACKGROUND BRIEF:

A budget task force can be an effective strategy for managing financial resources and planning. Here are several reasons why it's a good idea:

1. **Expertise and Focus:** A task force typically comprises individuals with specialized knowledge or experience in finance, budgeting, or related areas. This concentrated expertise allows for more informed decision-making and strategic planning.
2. **Comprehensive Analysis:** By bringing together diverse perspectives, a task force can conduct a thorough analysis of financial data, identify inefficiencies, and recommend improvements. This helps ensure that all aspects of the budget are considered.
3. **Improved Accountability:** A dedicated group is more likely to hold itself and others accountable for financial decisions and performance. Clear roles and responsibilities within the task force can enhance oversight and ensure that budget goals are met.
4. **Enhanced Communication:** A task force can serve as a central point of communication for budget-related issues. This streamlines the process of reporting and discussing financial matters with stakeholders, making it easier to address concerns and make adjustments.
5. **Strategic Planning:** With a focus on long-term goals and financial health, a budget task force can help align budget planning with organizational strategy. This ensures that resources are allocated in a way that supports overall objectives.
6. **Flexibility and Adaptability:** Task forces can be agile and responsive to changing financial conditions or emerging needs. This flexibility allows for quick adjustments and more dynamic budget management.
7. **Collaborative Problem-Solving:** The collaborative nature of a task force encourages brainstorming and innovative solutions to budgeting challenges. Different viewpoints can lead to creative approaches and more effective problem-solving.

Overall, a budget task force can enhance the efficiency and effectiveness of budget management, leading to better financial outcomes and more strategic use of resources.

FINANCIAL IMPACT:

No budget impact, except good policy decisions.

RECOMMENDED MOTION:

Move to approve and appoint a DDA Budget Task Force in accord with the overview and structure presented to the Board, appointing the following persons to serve as Members:

Vice Chair	Sam Caruso
Treasurer	Matthew Shell
Member at Large	Hank Lorant
Executive Director	Matthew Gibb
Assistant Director	Janet Bloom



**LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
BUDGET TASK FORCE
(Proposed Structure for Adoption)**

General Purpose:

The Budget Task Force shall be charged with recommending scenarios for a three to five-year sustainable fiscal plan for the Lake Orion Downtown Development Authority (the “DDA”). A sustainable fiscal plan is defined as a financial and budgetary forecast that uses realistic assumptions for revenue and expenditure growth that allow the DDA to meet its statutory obligations and TIF Capital/Plan, while providing exemplary services that meet district and community expectations. The projected fiscal plan shall consider, as an example, alternative revenue sources; fixed administrative charging; modified service agreements; contracting out/partnering of services, as well as other measures. The fiscal plan shall include both operational and capital budgets for the DDA. The Budget Task Force shall consult with pertinent resources and community partners as it formulates its plan.

The Budget Task Force shall present its findings and recommendations to the DDA Board, with an invitation to the Lake Orion Village Council no later than December 31, 2024.

Section 2: Tasks and Responsibilities

- Collect data on revenue and expenditure historical trends, and project future estimates based on trends and various assumptions.
- Benchmark municipal and private contractor performance, programs, expenditures, and revenues with comparable municipalities.
- Examine potential revenue sources; alternative budgetary structures; exclusions; and alternative revenue sources in compliance with the generally accepted accounting standards, including a review of cost, feasibility, potential savings, and other impacts.
- Explore all aspects of statutory budget requirements and finance techniques from comparable communities, including any restrictive administrative fee planning.
- Analyze capital project funding needs and impacts, including long term large capital projects.
- Assess the impact of the capital sharing resolutions done in cooperation with the Village, including the impact of debt service related to large capital projects, operational costs, and inter-agency service agreements.
- Include both operational and capital budgets in the fiscal plan recommendations.

Section 3: Membership and Meetings

1. The DDA Board does hereby establish the Budget Task Force as a temporary working group consisting of five (5) members:

- Vice-Chair of the DDA Board
 - Treasurer of the DDA Board
 - DDA Board Member at Large
 - DDA Executive Director
 - DDA Assistant Director
2. The Select Board shall reserve the right to continue the Budget Task Force after its task is complete in order to adjust the plan due to changing circumstances and to provide continuing oversight of the budget process and tracking.
 3. The Budget Task Force shall meet at a time and place mutually agreeable to its membership.
 4. Voting Power: All duly appointed members shall have full voting power.
 5. A quorum shall consist of four (4) members.
 6. The election of officers including a Chair, Vice-Chair, and Clerk shall be by a majority vote of the Budget Task Force.
 7. The recording of minutes and votes of all meetings as prescribed by the Open Meetings Act. Copies of the minutes shall be prepared, approved and retained according to Open Meetings Act.



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Budget Policy Resolution

BACKGROUND BRIEF:

The 24-25 Budget process revealed several questions as to what is the statutory process for the DDA to create and adopt a budget. Our organization needs to do better and needs to be very closely aligned with the direction provided by Act 57. It is the goal of this action item to get this right moving forward.

During the course of the procedural effort between the DDA Board and the Village Council, it was suggested by the Village Manager that we seek legal opinion and assistance so this Board could implement a strong, statutory compliant policy regarding two areas of significance as we move forward through the Lumber Yard project and the allocation of capital for Village directed public infrastructure:

1. What is the proper and permanent procedure to be followed in preparing and adopting a DDA Budget.
2. What is the statutory option for the Village regarding the inclusion of an administrative fee in the DDA budget.

This office took that advice and has been working closely with legal counsel who has offered a draft opinion on these important issues. It is made clear that the basic elements in answer to these questions.

1. What is the proper and permanent procedure to be followed in preparing and adopting a DDA Budget.
 - a. Answer: The law prescribes that a budget is derived in a process that consists of
 - i. The Executive Director prepares a budget
 - ii. The budget is presented to the DDA board who, after public comment and deliberation, approves it in consensus.
 - iii. The proposed DDA budget is referred to the Village Council where it can do one of three things: adopt is as presented, reject it and send it back, or adopt it with the addition of a fee covering the Village cost for administration of the TIF.
 - iv. If adopted, with or without an admin fee, it goes back to the DDA Board for adoption.
 - v. If rejected, it goes back through the process.

2. What is the statutory option for the Village regarding the inclusion of an administrative fee in the DDA budget.
 - a. Answer: the village is entitled to a fee covering the administrative acts it incurs by processing and administering the TIF funds.

So, what is this Board being asked? If the Board is inclined to create and populate a Budget Task Force, refer this to that body for further examination with legal counsel, directing that the matter be brought back for possible adoption of policy at the September meeting.

RECOMMENDED MOTION:

Motion to refer the Letter Opinion from Robert Davis, dated August 6, 2024, to the Budget Task Force, directing the Task Force to assess the issues of budget procedure, an administrative fee, and the impact of charged services and report the results in a policy recommendation to the Board not later than September 2024.



ROBERT CHARLES DAVIS
t: (586) 469-4300
f: (586) 469-4303
rdavis@dbsattorneys.com
www.dbsattorneys.com

August 6, 2024

Village of Lake Orion DDA Director
118 N. Broadway Street
Lake Orion, Michigan 48362

DRAFT

**Re: Opinion of Legal Counsel on DDA
Budget Process and Role of the Director,
The Board and the Village Council**

Dear DDA Director:

I. THE STATUTORY BUDGET PROCESS FOR THE DDA

This memorandum focuses on the statutory steps set forth at MCL 125.4228 (**Exhibit 1**) for the DDA budget process. The DDA budget process is set forth and controlled by state statute. The steps are clear and defined.

A. Step 1 -- The DDA Director Prepares A Budget.

The first step is for the DDA Director to prepare and submit for the approval (not adoption) of the DDA Board a budget (“Budget”) for the operation of the DDA for the ensuing fiscal year. This language is clear and concise.

“(1) The director of the authority shall prepare and submit for the approval of the board a budget for the operation of the authority for the ensuing fiscal year.” (Exhibit 1 -- MCL 125.4228)
(Emphasis Added)

As guidance to the DDA Director, MCL 125.4228 states that the Budget shall be prepared in the manner and contain the information required of municipal departments. No other statutory guidance is provided. This language is clear and concise.

“The budget shall be prepared in the manner and contain the information required of municipal departments.” (Exhibit 1 -- MCL 125.4228) (Emphasis Added)

B. Step 2 -- The Budget is Submitted To The Village Council.

Prior to the DDA Board “Adopting” the Budget, the second step is for the Budget to be approved by the Village Council. MCL 125.4228 states that, “before the budget may be adopted by the board, it shall be approved by the governing body of the municipality.” This language is clear and concise.

“Before the budget may be adopted by the board, it shall be approved by the governing body of the municipality.” (Exhibit 1 -- MCL 125.4228) (Emphasis Added)

C. Step 3 -- The Budget is Submitted To The Village Council.

The third step provides the role and what actions the Village Council (governing body) may take when it receives the proposed Budget from the DDA Board. The statutorily permitted actions of the Village Council are limited and defined.

Under the statute, the Village Council may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the authority. MCL 125.4228 is clear and concise. The statute does not state, permit or authorize any actions by the Village Council beyond a reasonable assessment for the purpose stated.

“(2) The governing body of the municipality may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the authority, other than those committed,” (Exhibit 1 -- MCL 125.4228) (Emphasis Added)

D. Step 4 -- The Assessment Is Assigned As A Budget Line Item For Payment Annually.

MCL 125.4228 further states that the assessed cost for the handling and auditing of the funds shall be paid annually by the DDA Board pursuant to an appropriate item in the Budget.

“ . . .cost shall be paid annually by the board pursuant to an appropriate item in its budget.” (Exhibit 1 -- MCL 125.4228) (Emphasis Added)

E. Step 5 -- The Budget Is Adopted By The DDA Board.

After the DDA Budget is approved by the governing body, it is then adopted by the DDA Board in the manner as approved by the Village Council.

II. CONCLUSIONS

The DDA Budget process is governed and controlled by state law. The role of the DDA Director is defined. The role of the DDA Board is defined. The role of the governing body (Village Council) is defined. It is my opinion that these roles are not expanded, modified or adjusted under any other state law.

The governing body (Village Council) may (not mandatory) review the DDA submitted budget and assess a cost amount for the “handling and auditing” of the funds of the DDA that are not already committed. This language is binding and controlling. The cost must then be paid by the DDA to the Village “pursuant to an appropriate item in the its budget”. Thus, the DDA Budget, if an authorized assessment is imposed by the Village Council, should contain a line item entitled “Village Assessment under MCL 125.4228(2)”. This would be consistent with the controlling law.

Any imposed assessment issued by the Village Council under a “may” standard must be “reasonable” and be for the cost of “handling and auditing” the funds against the funds of the DDA. This language is controlling and specific with respect to the sole assessment allowed to be imposed by the Village Council against the budget of the DDA.

It is my opinion the only reasonable assessment allowed by law is for the costs incurred by the governing body for the handling and the auditing of the DDA funds. All other expenses the DDA incurs for services provided by the governing body should be invoiced by the governing

body to the DDA if and when such expenses are incurred. Those expenses should not be “projected” and included as line items in the DDA Budget.

For purposes of reviewing these statutory provisions, the Michigan Rules of Statutory Construction are attached at **Exhibit 2**. The process may be summarized as follows:

1. **Director prepares DDA Budget.**
2. **DDA approves (not adopts) the Budget for submittal to the Governing Body (Village Council).**
3. **Village Council reviews the DDA Budget and may impose a reasonable assessment for the defined purpose of handling and auditing the funds against the funds of the authority.**
4. **Village Council approves the DDA Budget.**
5. **DDA Board adopts the approved Budget.**

Robert Charles Davis
Village of Lake Orion
DDA Attorney

EXHIBIT # 1

RECODIFIED TAX INCREMENT FINANCING ACT (EXCERPT)
Act 57 of 2018

125.4228 Budget; cost of handling and auditing funds.

Sec. 228. (1) The director of the authority shall prepare and submit for the approval of the board a budget for the operation of the authority for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the board, it shall be approved by the governing body of the municipality. Funds of the municipality shall not be included in the budget of the authority except those funds authorized in this part or by the governing body of the municipality.

(2) The governing body of the municipality may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the authority, other than those committed, which cost shall be paid annually by the board pursuant to an appropriate item in its budget.

History: 2018, Act 57, Eff. Jan. 1, 2019.

EXHIBIT # 2

Statutory Construction Rules

The rules of statutory construction are central to the matter.

Rule 1 -- A court's obligation is to discern and give effect to the Legislature's intent as expressed in the words of the statute. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 2 -- The words of a statute are given their plain and ordinary meaning. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 3 -- Where the language of a statute is unambiguous courts presume that the Legislature intended the meaning clearly expressed. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 4 -- Where the language of a statute is unambiguous the statute must be enforced as written. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 5 -- Courts may not speculate about an unstated purpose where the unambiguous text plainly reflects the intent of the Legislature. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 6 -- When parsing a statute, Courts presume every word is used for a purpose. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 7 -- The Court may not assume that the Legislature inadvertently made use of one word or phrase instead of another. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 8 -- Courts must take care to avoid a construction that renders any part of the statute surplusage or nugatory. (**Pohutski v. City of Allen Park**, 465 Mich. 675, 683, 641 N.W.2d 219, 226, (2002).)

Rule 9 -- As a general rule of statutory construction, the word “shall” is used to designate a mandatory provision. (**Howard v. Bouman**, 251 Mich. App. 136, 145; 650 N.W.2d 114, 118, (2002).)

Rule 10 -- When examining legislation, courts give the ordinary and accepted meaning to the mandatory word "shall" and the permissive word "may.". (**In re 53 HORSES**, Unpublished Opinion Per Curiam of the Court of Appeals, decided [October 21, 2006] (Docket No. 258470).)



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 2024

TOPIC Approve Single Source Quote – Survey Work

BACKGROUND BRIEF:

The Lumber Yard has been working off of a boundary survey, without staked corners, site conditions, or other important details. The legal descriptions for the entire property have been pulled from title information, and are not based on a land title based survey, or the detail that would provide working insight into the prescriptive easements for the utilities. The only known easement area is shown as an estimated path for the municipal sanitary lines running through the easterly third of the site.

This office has been working with several firms to coordinate quotes for the necessary survey work needed to induce proposals for public private partnership development concepts, as well as, the work needed to start site engineering the public space project for which we were awarded the MSOC grant.

To date: We received proposal information on survey related work from three sources and have contacted five in total;

1. Kennedy Survey. They have significant personal knowledge of the location, but would need to perform substantial background research to pull together legal descriptions and begin to unravel the railway lease/row issues. They have not provided a price.
2. OHM. They have the ability to complete the necessary survey and have submitted a service detail quote that would estimate the cost of the proposed work to fall between \$8,100 and \$10,400.
3. Wightman. Verbally responded but unable to start any work of the extent needed until October.
4. KEBS. No response received.
5. PEA Group. Will reconcile the discrepancies in legal descriptions, assess all adjoining lands to prefect boundary issues, complete planimetric survey and pre-design work, provide surveyed locational information for the preservation buildings, include additional preparation work for the Leo's lot redesign, and provide design survey information for the entirety of the paint creek trail adjacent to the site. THEY CAN START THE WEEK OF AUGUST 19 AND FINISH BY SEPTEMBER 1. They have quoted all work for \$9400.

FINANCIAL IMPACT:

This approval would be a single source quote, within the discretion of the Executive Director, but requiring review and approval of the DDA Board.

Basis for approving a single source for this scope of survey work.

1. Based on discussions with other groups, we would expect an additional two weeks to pull quotes for this work, all of which would range between \$6,000 and \$10,000.
2. Most firms would only be able to start and finish this work in September and October.
3. PEA completed and provided the rough boundary survey/plot plan that the DDA relied on to scope and close the acquisition.
4. PEA has already pulled historical information that will allow for a more robust planimetric approach to the survey rather than a base boundary and location survey.
5. PEA can start the work August 21, 2024 and conclude within two weeks (weather permitting).
6. The delay in seeking additional quotes, and the delay in completing this important part of site design and finding a PPP partner would likely cost the project an additional delay in engineering design, with additional quotes likely to be only marginally more competitive.

RECOMMENDED MOTION:

Move to approve the proposal from PEA Group dated August 7, 2024 in an amount not to exceed \$9,400, with funding charged to GL 301-901-950-00 Demolition.

PEA GROUP



844.813.2949
PEAGROUP.COM

August 7, 2024
Proposal No: 20-0164-PR1

via email: gibb@downtownlakeorion.org

Mr. Matthew Gibb
Lake Orion Downtown Development Authority
118 N. Broadway St.
Lake Orion, MI. 48326

**RE: Proposal for Boundary Survey
Lake Orion Lumber, 215 S. Broadway
Lake Orion, Oakland County, MI.**

Dear Mr. Gibb:

PEA, Group is pleased to provide this proposal for surveying services for the above-referenced project in the Lake Orion Michigan

Project Description

PEA Group understands that the Lake Orion Downtown Development Authority (DDA) would like to redevelop the former Lake Orion Lumber yard site located at the northeast corner of Atwater and Lapeer Rd (M-24) into a historic park facility. The subject parcels include several lots in the “Assessor’s Plat of Deckers Addition” established in 1931, which was bisected by the former Michigan Central Railroad. Due to the convoluted nature of this property, PEA Group completed a preliminary boundary review for a perspective developer in 2020. In 2001 PEA Group was instrumental in the development of the Atwater Commons site located on the south side of Atwater Street adjacent to this property, providing both surveying and civil design services.

You have informed PEA Group that the DDA will eventually require surveying, engineering and environmental services, but to start the redevelopment process you have requested this proposal for a boundary survey, including limited planimetric mapping to develop conceptual site plans for the project.

Based on the above information, PEA proposes the following scope of services and associated fees:

Scope of Services

A. Boundary Survey

PEA will research the property descriptions of the subject and surrounding parcels at both the local and county level. We will also gather any pertinent information obtained for the Atwater Commons project located on the south side of Atwater Street and review the title documents already provided. Using the information obtained PEA will perform a boundary survey to reconcile the boundaries of the prospective and adjoining parcels to produce an overall perimeter boundary of the potential

development. If an unusual boundary conflict is discovered the DDA will be contacted to review the matter prior to proceeding. Due to the potential future construction on the property, missing property corners will not be re-set. These corners can be re-set, post-demolition/re-construction under a later contract.

PEA Group will review the provided easements and restrictions of record and plot them on the final survey.

B. Limited Planimetric Mapping

In conjunction with the boundary survey PEA Group will collect a limited amount of planimetric (no topographic elevations) mapping information to aid in the development of the site plans. You have indicated that the DDA would like to preserve several existing buildings, namely the main barn, office and possibly the supply shed. These buildings will be accurately surveyed, while the remaining buildings on the site will only be located in a generalized fashion. PEA Group will also map the location of the Paint Creek Trail and extent of the Leo’s parking area adjoining the site.

C. Deliverables

PEA Group will provide client a full sized (24"x36") PDF depicting the boundary information, applicable easements per the documents provided, and the planimetric mapping. Plots of the survey can be provided upon request. Additional fees for the plots will be based on reimbursable expenses outlined in the attached exhibit A. PEA Group can also provide the survey in electronic (AutoCAD) format upon request and payment of any outstanding invoices

Fee Schedule

PEA proposes to provide the above-referenced service in accordance with the following fee schedule:

Boundary Survey & Mapping	\$ 9,400.00	Lump Sum
---------------------------	-------------	----------

We thank you for the opportunity to submit this proposal. Upon receipt of this signed proposal, arrangements will be made to begin the project. PEA Group requests that a site contact be notified of our impending site visit.

Based on our current workload PEA anticipates providing client a preliminary survey approximately 4 weeks from authorization to proceed.

Additional Services

PEA Group can provide a scope and fee for the following services upon request:

- ALTA/NSPS Land Title Survey
- Topographic & tree Survey
- Civil Engineering / site planning
- Phase 1 / Brownfield assistance
- Parcel Consolidation & Easement exhibits
- Landscape Architecture
- Construction Layout

Assumptions and Understandings

The following assumptions and understandings apply to this project:

- Client understands that the scope of this survey should not be considered an ALTA survey or a design grade topographic survey and is solely intended to be used for conceptual site plans. These services can be proposed as the project moves forward.
- Pricing is based on the site being generally clean and free of overgrown vegetation and lumberyard debris
- This proposal does not include services related to making “significant” modifications to the survey as a result of the review of a third party. These revisions, if any, shall be considered an additional service and billed on a Time & Material basis according to the attached hourly rate schedule.
- Underground utilities will be based upon observed evidence only, and may not include all utilities. A utility survey can be performed during any future topographic surveys
- This proposal is valid for a period of 45 days from the date of this proposal.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Hourly Rate Schedule.

We thank you for the opportunity to submit this proposal. When signing this proposal, Client understands and accepts the fact that payment for services rendered is due within 30 days of the date of our invoice. Client agrees that payments to PEA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings.

Mr. Gibb, if this proposal and the attached *Exhibit "A"* (*Hourly Rate Schedule and Standard Agreement for Professional Services*) are acceptable to you, please sign below and return one copy.

Sincerely,

PEA Group



Kevin T. Roach, P.S.
Survey Project Manager

Attachment: Exhibit "A"

Lake Orion Downtown Development Authority

"Client"

Signatory is responsible for payment

By: _____

Printed
Name: _____

Title: _____

Dated: _____

Email: _____

Phone: _____



EXHIBIT "A"
2024 HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES
 (Hourly Rate Schedule is subject to annual increases)

ADMINISTRATIVE SERVICES	\$80.00	PROJECT SURVEYOR	\$150.00
CAD TECHNICIAN I	100.00	SENIOR PROJECT SURVEYOR	155.00
CAD TECHNICIAN II	105.00	STAFF ENGINEER I	120.00
CAD TECHNICIAN III	110.00	STAFF ENGINEER II	130.00
ECOLOGICAL TECHNICIAN I	120.00	STAFF ENGINEER III	140.00
ECOLOGICAL TECHNICIAN II	125.00	SENIOR STAFF ENGINEER / STAFF ENGINEER IV	150.00
ECOLOGICAL TECHNICIAN III	130.00	STAFF SURVEYOR I	115.00
ECOLOGICAL TECHNICIAN IV	135.00	STAFF SURVEYOR II	120.00
ENGINEERING TECHNICIAN I	100.00	STAFF SURVEYOR III	125.00
ENGINEERING TECHNICIAN II	110.00	SENIOR STAFF SURVEYOR	125.00
ENGINEERING TECHNICIAN III	115.00	SURVEY CAD TECH I	80.00
ENGINEERING TECHNICIAN IV	125.00	SURVEY CAD TECH II	85.00
ENGINEERING TECHNICIAN V	130.00	SURVEY CAD TECH III	110.00
LANDSCAPE DESIGNER I	95.00	SURVEY CREW CHIEF I	110.00
LANDSCAPE DESIGNER II	110.00	SURVEY CREW CHIEF II	115.00
LANDSCAPE DESIGNER III	120.00	SURVEY CREW CHIEF III	120.00
LANDSCAPE DESIGNER IV	130.00	1 PERSON SURVEY CREW	155.00
LANDSCAPE ARCHITECT	135.00	2 PERSON SURVEY CREW	195.00
SENIOR LANDSCAPE ARCHITECT	140.00	3 PERSON SURVEY CREW	250.00
PROJECT COORDINATOR I	145.00	SURVEY TECHNICIAN I	85.00
PROJECT COORDINATOR II	150.00	SURVEY TECHNICIAN II	90.00
PROJECT COORDINATOR III	160.00	SURVEY TECHNICIAN III	115.00
SENIOR PROJECT COORDINATOR	165.00	SURVEY TECHNICIAN IV	125.00
PROJECT DESIGNER I	125.00	SURVEY TECHNICIAN V	130.00
PROJECT DESIGNER II	155.00	FIELD TECHNICIAN	115.00
PROJECT ENGINEER	155.00	FIREPROOFING OBSERVATION	100.00-130.00
SENIOR PROJECT ENGINEER	165.00	CERTIFIED WELDING INSPECTOR	100.00-130.00
PROJECT MANAGER I	155.00	CONSTRUCTION INSPECTOR	115.00
PROJECT MANAGER II	165.00	PROFESSIONAL WETLAND SCIENTIST	165.00
PROJECT MANAGER III	175.00	REGISTERED ROOF OBSERVER	100.00-130.00
SENIOR PROJECT MANAGER	190.00	PRINCIPAL	225.00

GEOTECHNICAL ENGINEERING & CONSTRUCTION MATERIALS TESTING UNIT PRICES

LABORATORY TESTING	UNIT RATE	CMT PROFESSIONAL LABOR & EQUIPMENT	UNIT RATE
MOISTURE DENSITY RELATIONSHIP/ASTM D1557	\$190.00 Per Test	ON-SITE OBSERVATION	\$350.00 Half Day
GRADATION ANALYSIS-SIEVE/ASTM C117/C136	165.00 Per Test	ON-SITE OBSERVATION	670.00 Full Day
MOISTURE CONTENT DETERMINATION/ASTM D2216	25.00 Per Test	ON-SITE OBSERVATION (With Nuke)	405.00 Half Day
ATTERBURG LIMIT DETERMINATION/ASTM D4318	160.00 Per Test	ON-SITE OBSERVATION (With Nuke)	725.00 Full Day
ASPHALT MARSHALL DENSITY/ASTM D6926/D2726	300.00 Per Test	ON-SITE OBSERVATION/WEEKEND OVERTIME/HOLIDAY	105.00 Hourly
ASPHALT EXTRACTION/SIEVE ANALYSIS/ASTM D2172	300.00 Per Test	NUCLEAR DENSITY GAUGE	55.00 Per Day
LOSS ON IGNITION/ASTM D2974	65.00 Per Test	FLOOR FLATNESS GAUGE (F-Meter)	750.00 Per Day
CONCRETE BEAMS/ASTM C293	50.00 Per Beam	UTILITY LOCATING SERVICES	UNIT RATE
CONCRETE COMPRESSIVE STRENGTH/ASTM C39.(4in)	23.00 Per Cylinder	UTILITY LOCATING SERVICES	\$900.00 Half Day
CONCRETE COMPRESSIVE STRENGTH/ASTM C39 (6in)	28.00 Per Cylinder	UTILITY LOCATING SERVICES	1,600.00 Full Day
MORTAR COMPRESSIVE STRENGTH/ASTM C109	30.00 Per Test	UTILITY LOCATING SERVICES – 2 MAN CREW	1,250.00 Half Day
GROUT COMPRESSIVE STRENGTH/C1019	30.00 Per Test	UTILITY LOCATING SERVICES – 2 MAN CREW	2,200.00 Full Day
		UTILITY LOCATING SERVICES/PREMIUM RATE	295.00 Per Hour
		UTILITY LOCATING SERVICES/WEEKEND/HOLIDAY	2,200.00 Full Day

Expert Testimony and/or Depositions 50% added to Hourly Rate Schedule.
 This Hourly Rate Schedule represents standard rates for the hours between 7:00 am and 6:00 pm daily, Monday through Friday.
 Premium rates (one and one-half times the standard rate) may be charged for over eight (8) hours in a day, time on weekends and/or Holidays.
 Credit Card payments made within 30 days of the invoice date will not be assessed a processing fee. Any credit card payments made after 30 days will be assessed a 3.5% charge for credit card payment processing.

REIMBURSABLE EXPENSES

The following expenses, when incurred in direct connection with the Project, will be charged at the rate shown:

Transportation, lodging and subsistence for out-of-town travel	Cost + 10% Administration Fees
Photographs, shipping and express delivery charges, and Project related purchases	Cost + 10% Administration Fees
Vehicle Mileage from PEA Group offices, exceeding a 30-mile radius will be charged at	\$0.70 per Mile
Obtain Subcontractors/Subconsultants to perform specialty work	Consultant Fee + 15% Administration
Fees for printing and reproduction	PEA Group Cost
Application Fees	Cost + 10% Administration Fees

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I – AGREEMENT. This Agreement between the parties identified herein consists of the terms in the “Standard Agreement for Professional Services”, the Hourly Rate Schedule and the Proposal. PEA Group refers to Professional Engineering Associates, Inc., which includes all Departments of PEA Group. CLIENT refers to person or entity with which PEA Group has contracted to perform professional services. Project refers to the scope of services outlined in the Proposal. PEA Group agrees not to begin work until the Proposal is executed by both parties.

ARTICLE II – SCOPE OF SERVICES. PEA Group’s professional services under this Agreement extend only to those services specifically described in the Proposal. Other services will be considered as Additional Services. Should changes be made in the plan or phasing or implementation of the plan following initiation of the effort included within the scope of work, the CLIENT accepts that the extra effort and expenses necessary due to these changes will be treated as Additional Services. If upon the request of the CLIENT, PEA Group agrees to perform Additional Services, then CLIENT agrees to pay PEA Group for the performance of such Additional Services in accordance with the Hourly Rate Schedule. PEA Group will not accrue fees for Additional Services without further authorization from the Client. All meetings and/or site visits requested beyond the maximum number indicated in the Scope-of-Work shall be billed on a Time and Material basis as Additional Services based on the Hourly Rate Schedule for Professional Services.

PEA Group may incorporate “Performance Specifications” as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, Subcontractors, Manufacturer and/or Supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment, or materials. The Contractor, their Subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the CLIENT for loss or damage caused by defective or deficient design, manufacture, or performance. PEA Group’s shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

If PEA Group’s services are delayed or suspended in whole or in part by CLIENT, act of God or other reason beyond PEA Group’s control, or if PEA Group’s services are extended by Contractor’s actions or inactions for more than 90 days through no fault of PEA Group, PEA Group shall be entitled to equitable adjustment of rates and amounts of compensation and extension of deadline provided for elsewhere in this Agreement to reflect reasonable costs incurred by PEA Group in connection with, among other things, such delay or suspension and reactivation.

ARTICLE III – CONFIDENTIALITY. PEA Group shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PEA Group is required to disclose by law or order of a court, administrative agency, or other legal authority. Unless otherwise agreed, PEA Group may use and publish CLIENT’S name and a general description of the Services in describing PEA Group’s experience to other CLIENTS or potential CLIENTS.

ARTICLE IV – STANDARD OF CARE. PEA Group shall perform or furnish professional engineering and related services as outlined in the Proposal for all phases of the Project to which this Agreement applies. PEA Group may employ Consultants, as PEA Group deems necessary to assist in the performance or furnishing of the services. PEA Group will assist the CLIENT in preparing applications and supporting documents for the CLIENT to secure permits and approvals from agencies having jurisdiction over the Project. The CLIENT agrees to pay all application and review fees. PEA Group shall perform the Services with the care and skill ordinarily exercised by members of PEA Group’s profession practicing in the same locality under similar conditions. PEA Group makes no other warranty or guarantee, express or implied, in connection with this Agreement, the performance of the services or in any report, opinion or other document developed as part of the Services.

PEA Group and CLIENT shall comply with applicable Laws or Regulations. This Agreement is based on these requirements as of the Proposal date. Changes to these requirements after the Proposal date of this Agreement may be the basis for modifications to CLIENT’S responsibilities or to PEA Group’s scope of services, times of performance, or compensation.

Information Provided by Others: Where PEA Group indicates to the CLIENT the information needed for rendering of services hereunder, the CLIENT shall provide PEA Group such information as is available to the CLIENT and the CLIENT’S Consultants and Contractors, and PEA Group shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for PEA Group to assure the accuracy, completeness and sufficiency of such information including aerial surveys, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PEA Group harmless from any claim, liability, or cost (including reasonable attorneys’ fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT or its agents or contractors to the PEA Group.

In consideration of the benefits to the CLIENT of employing the “fast track process” (in which some of PEA Group’s design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to PEA Group, the CLIENT agrees to waive all claims against PEA Group for design changes and modifications of portions of the work already constructed due to the CLIENT’S decision to employ the “fast track process”.

CLIENT shall be responsible for, and PEA Group may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PEA Group pursuant to this Agreement.

ARTICLE V – SITE ACCESS, SUBSURFACE HAZARDS, AND SITE DATA. CLIENT shall provide PEA Group with lawful access to the site(s) where the services are to be performed. CLIENT shall defend PEA Group from any challenge to such right-of-entry and shall indemnify and hold PEA Group harmless from any claims of trespass which may occur, and all costs and attorneys’ fees incurred by PEA Group as a result of any such claim. PEA Group will take reasonable measures to minimize damage to the site and disruption resulting from operations thereon; however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (i.e., soil borings, test pits, surveying, etc.), the correction of which shall not be PEA Group’s responsibility unless otherwise agreed to by the parties. CLIENT shall supply PEA Group with information available in CLIENT’S file on the existence and location of underground utilities, structures, and other hazards, including hazardous wastes or hazardous substances, at any site where the services are to be performed. PEA Group shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of services. PEA Group shall not be liable for damage to underground utilities or structures not disclosed in writing to PEA Group.

In accepting this Agreement for consulting services, it is acknowledged by both parties that PEA Group’s scope of services does not include any services related to a Hazardous Environmental Condition. In the event PEA Group or any other party encounters a Hazardous Environmental Condition, PEA Group may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

ARTICLE VI – BILLING, PAYMENTS, AND COLLECTION. Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PEA Group’s Proposal and this Agreement.

Retainage – Should the CLIENT be required to make an initial payment (Retainer) as indicated in the Proposal this retainer shall be held by PEA Group and applied against the final invoice. PEA Group reserves the right to apply the retainer to invoices that are past due upon which occurrence the CLIENT agrees to reinstate the retainer prior to PEA Group resuming work.

Invoicing – Progress invoices will be submitted to the CLIENT approximately once a month and a final bill will be submitted upon completion of the services. Invoices shall be considered PAST DUE if not paid within 30 calendar days of the invoice date. CLIENT agrees that the periodic billing from PEA Group to CLIENT are correct, conclusive, binding on CLIENT and due and payable in full unless CLIENT, within 10 calendar days from the date of receipt of such billing, notifies PEA Group in writing of alleged inaccuracies, discrepancies, or errors in billing. Any portion of the invoice not included in the notification shall be paid within 30 days of receipt of the invoice. It is agreed that all invoices 30 days past due cannot be contested. Payments shall also be received directly from the CLIENT with no delay due to any third-party agreements.

Late Fees – If payment is not received by PEA Group within 30 calendar days of the invoice date, the CLIENT shall pay interest on the PAST DUE amount at the rate of 18% per annum (for business entities) or 7% per annum (for individuals), as the case may be. Payment thereafter shall first be applied to costs of collection, then to interest and then to the unpaid contract amount.

Collection Costs – CLIENT shall pay to PEA Group all costs of collection (including the costs and fees of both in-house and outside counsel), whether other proceeding is commenced. In the event legal action is necessary to enforce the payment provisions of this Agreement. PEA Group shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney’s fees, court costs and expenses incurred by PEA Group in connection therewith and, in addition, the reasonable value of PEA Group’s time, consultant’s fees, and expenses spent in connection with such collection action, computed at PEA Group’s prevailing Hourly Rate Schedule and expense policies.

Suspension of Services – If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, then PEA Group may, in addition to its other rights and remedies hereunder and under applicable law, terminate or suspend performance of services upon 7 calendar days’ notice to the CLIENT. PEA Group shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Failure to make payment within 60 days of invoice date shall constitute a release of PEA Group from any and all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Lien Rights – PEA Group hereby notifies CLIENT that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of PEA Group, CLIENT agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq. The CLIENT agrees that the services by PEA Group are considered property improvements and the CLIENT waives the right to any legal defense to the contrary.

ARTICLE VII – LIMITATION OF LIABILITY. It is expressly agreed that the CLIENT’s maximum recovery against PEA Group relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of PEA Group’s fee and that an award of damages not to exceed such fee is CLIENT’s sole and exclusive remedy against PEA Group. Under no circumstance shall PEA Group be liable for CLIENT’S loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where PEA Group’s fee exceeds \$250,000 CLIENT’s maximum recovery against PEA Group will not exceed \$250,000.

ARTICLE VIII – INDEMNIFICATION. Subject to Article VII above, PEA Group shall indemnify and hold harmless CLIENT, CLIENT’S officers, directors, partners, employees, consultants and its agents from and against any and all costs, losses, and damages (including but not limited to all actual and reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PEA Group or PEA Group’s officers, directors, partners, employees, consultants, contractors or agents, in the performance and furnishing of PEA Group’s services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA Group, PEA Group’s officers, directors, partners, employees, consultants and its agents, from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’S officers, directors, partners, employees, consultants, contractors or agents, with respect to this Agreement or the Project.

To the fullest extent permitted by law, PEA Group’s total liability to CLIENT and anyone claiming by, threw, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PEA Group and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PEA Group’s negligence bears to the total negligence of CLIENT, PEA Group, and all other negligent entities and individuals.

In addition to the indemnity provided in this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA Group and its officers, directors, partners, employees, consultants and its agents, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom.

ARTICLE IX – WORKSITE SAFETY / PEA GROUP SITE VISITS. PEA Group will comply with CLIENT’S reasonable rules and regulations governing PEA Group’s activities on CLIENT’S premises to the extent that the same are provided to PEA Group prior to the start of the Services. PEA Group will be responsible only for the on-site activities of its employees.

If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PEA Group shall assume no responsibility or authority for supervision or control over any Contractor’s work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing, or procedures of construction. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT’S agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PEA Group and consultants shall be indemnified and shall be listed as additional insureds under the General Contractor’s General Liability Insurance Policy.

PEA Group shall not be responsible for the acts or omissions of any Contractor(s), Subcontractor or Supplier, or of any of the Contractor’s agents or employees or any other persons (except PEA Group’s own employees) at the Site or otherwise furnishing or performing any of the Contractor’s work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PEA Group. PEA Group neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the Contract Documents.

ARTICLE X – CONSTRUCTION PHASE SERVICES. Should CLIENT provide Construction Phase services with either CLIENT’S representatives or a third party, PEA Group’s basic services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the attached Proposal.

Under these conditions it is understood and agreed that PEA Group’s basic services under this Agreement do not include project observation, or review of the Contractor’s performance, or any other Construction Phase services, and that such services will be provided by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against PEA Group that may be in any way connected thereto.

Should the CLIENT or CLIENT’S representative encounter a conflict during construction between plans and specifications or field inspection, either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, CLIENT shall seek clarification in writing from PEA Group before commencement of construction. Failure to do so shall relieve PEA Group from any and all liability resulting in this matter.

ARTICLE XI – REUSE OR ALTERATION OF DOCUMENTS. Documents prepared by PEA Group are instruments of its services and PEA Group retains all common law, statutory and other reserved rights, including copyright. Subject to the timely payment and performance by CLIENT of its obligations hereunder, PEA Group grants to CLIENT a limited license to use such document in connection with the Project.

Reuse of Documents: All documents, including but not limited to the calculations, drawings, and specifications prepared by PEA Group pursuant to this Agreement, whether in hard copy or machine-readable form, are related exclusively to the Projects described herein. No documents prepared by PEA Group pursuant to this Agreement are intended or represented to be suitable for use by the CLIENT or others on extensions of this current Project, or for reuse in any other location.

Further, in the event that PEA Group’s services under this Agreement are terminated for any reason prior to completion of the services described herein, then PEA Group shall not be responsible for any incomplete documents. Any continued use of PEA Group’s documents on this Project, whether in hard copy or machine readable form, or any use on any other location, with or without changes or adaptations, made after the termination of PEA Group prior to completion of PEA Group’s services according to this Agreement will be at the CLIENT’S sole risk and without liability or legal recourse to PEA Group; and the CLIENT shall indemnify and hold PEA Group harmless from all claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of resulting therefrom.

The CLIENT recognizes that changes or modifications to PEA Group’s instruments of professional service introduced by anyone other than PEA Group may result in adverse consequences that PEA Group can neither predict nor control. Therefore, in consideration of PEA Group’s Agreement to deliver its instruments of professional service in machine-readable form, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify PEA Group from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney’s fees, arising out of or in any way connected in the modification, misinterpretation, misuse, or reuse by other of the machine readable information and data provided by PEA Group under this Agreement. The foregoing indemnification applies to any use of the Project documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by PEA Group.

Ownership and the right to exclusive possession of all documents, including but not limited to reports, letters, applications, drawings, and specifications, prepared by PEA Group pursuant to this Agreement whether in hard copy or machine-readable form, belong to PEA Group until payment has been made in full by CLIENT pursuant to either the Fixed Fee Agreement or the Hourly Rate Agreement, as invoiced by PEA Group to CLIENT.

Photographs of any completed Project embodying the services of PEA Group provided hereunder may be considered as its property, and may be used in publications, marketing materials, and other literature prepared by or on behalf of PEA Group.

ARTICLE XII – PROGRESSION OF WORK. Neither CLIENT nor PEA Group shall be liable for any fault or delay caused by any contingency beyond but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, work performed out of sequence or demands or requirements of governmental agencies.

ARTICLE XIII – DISPUTE RESOLUTION – for Professional Liability.

Mediation – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of PEA Group’s services, PEA Group may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

PEA Group and CLIENT shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be made by a written notice to the other party to this Agreement and to the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitrations or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator’s fee and any filing fees equally. The mediation shall be held in a place where the Project is located unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

Any claim, dispute, and other matters in question between the parties that are not resolved by mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be conducted at the Southfield, Michigan, offices of the American Arbitration Association before a panel of three (3) arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made more than one (1) year after the matter on which such demand is based first arose, or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter is question would be barred by the applicable statute of limitations whichever is less. No claim or defense by CLIENT against PEA Group predicated on an allegation of professional negligence by PEA Group may be asserted unless accompanied by a written opinion by a duly licensed expert in PEA Group’s field of expertise setting forth such expert’s opinion that, considering all of the facts and circumstances evaluated by such expert, the acts or omissions of PEA Group materially deviated from the applicable industry standard of care. Such a written opinion shall be a condition precedent to filing or otherwise asserting any claim or defense predicated on professional negligence, and CLIENT’s failure to include such an opinion with any such claim or defense shall entitle PEA Group to an immediate summary dismissal with prejudice of such claim or defense for failure to state a claim or defense upon which relief may be granted.

No arbitration arising out of or relating to the Project shall include, by consolidation or joinder or in any other manner, PEA Group, PEA Group’s employees or consultants, except by written consent containing specific reference to the Agreement and signed by PEA Group, the CLIENT, the contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the CLIENT, contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the CLIENT or the contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described therein or with a person or entity not named or described therein. The foregoing Agreement to arbitrate and other agreement to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Expense of Litigation – If litigation or arbitration related to the services performed is initiated against PEA Group by the CLIENT, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to PEA Group, the CLIENT shall reimburse PEA Group its reasonable attorney’s fees, reasonable experts’ fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by PEA Group’s normal hourly billing rates, of the time devoted to the proceedings by PEA Group’s employees.

ARTICLE XIV – SUSPENSION OF WORK. The CLIENT may suspend services performed by PEA Group with cause upon 7 days written notice. PEA Group shall submit an invoice for services up to the effective date of the work suspension and the CLIENT shall pay PEA Group all outstanding invoices within 14 days. If the work suspension exceeds 30 days from the effective work suspension date, PEA Group shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

ARTICLE XV – TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon 7-calendar day’s written notice. Upon receipt of notice of termination from CLIENT, PEA Group shall immediately cease work and take all reasonable steps to minimize costs relating to termination. In the event of any termination, PEA Group will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by PEA Group as a result of such termination. In the event PEA Group’s compensation under this Agreement is a Fixed Fee/Lump Sum, upon such termination the amount payable to PEA Group for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by PEA Group, the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

ARTICLE XVI – SUCCESSOR, ASSIGNS. This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

PEA Group shall not be required to sign any documents, no matter by whom requested, that would result in PEA Group’s having to certify, guarantee or warrant the existence of conditions whose existence that PEA Group cannot ascertain. CLIENT agrees not to make resolution of any dispute with PEA Group or payment of any amount due to the PEA Group in any way contingent upon PEA Group’s signing any such certification.

ARTICLE XVII – SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the CLIENT and PEA Group will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

ARTICLE XVIII – APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the party’s consent to exclusive jurisdiction of all disputes hereunder in the State of Michigan.

ARTICLE XIX – ENTIRE AGREEMENT. CLIENT, by signing the attached Proposal, acknowledges that this Agreement has been read, understands it, and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PEA Group Proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings, and agreements. The CLIENT is expressly prohibited during the term of, and for one year following the expiration or termination of this Agreement, and it will be considered a material breach of this Agreement, to solicit for the purposes of employment an employee of PEA Group without the prior written consent of PEA Group. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PEA Group shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. Each person signing the Proposal represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 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

August 20, 2024



I. NEWS AND UPDATES

OFFICE – In preparation for hosting our DDA family in celebration of our 17th consecutive Main Street Accreditation, we rebuilt the rotted and collapsing fencing between our property and the Little Ceasars. We also rebuilt the stairs on the front porch from reclaimed supplies out of the Lumber Yard. The rear roof and gutters were cleaned, and we had a mold test done from the dampness in the old basement. This was done by the Exec Dir and Daniel.

SERVICE AGREEMENT – The Village Manager has provided an outline of potential service charges and the transfer of other costs to the DDA. We are analyzing that information, pulling details of the prior expenses and how they were paid, and attempting to calculate forecasted expenses. One of the difficult areas is trying to model previous years expenses in areas like DTE and Consumers. Previous to this leadership, the Village paid utility expenses out of our budget, but as part of their administration of the TIF. When we were hired, they transferred the review and payment of utilities to our review, BUT, there are no historic expense records to build a comparison or trend. This is true for several line items, so we are building it from other details. The whole matter is requested to be referred to the Budget Task force.

BANNERS. We partnered with the Township to “borrow” time and a bucket truck and got all the banners hung along M24.

GREASE TRAPS. We partnered with the new Chief of Police to forego ordinance tickets mailed to the grease trap haulers, allowing our office to inform the property owners (Sagebrush and Johnny Blacks) of the issues and begin a final resolution effort.

44 E Flint St. We provided in person support of the project at this vacant lot in downtown. Our support includes the shared opportunity of a dumpster solution for the east side of downtown. The project is moving forward towards initial construction.

Flint Street Alley. We pulled down the signs on either end o the Alley and in partnership with the Art Center are having the lettering repainted prior to Dragon on the Lake.

Façade Grant Program. We began distributing the new facade grant materials and have several businesses interested and applying for possible support to update their image and façade.

Flowers. We need help now that Daniel has gone back to College.

II. TO DO'S AND MORE

On tonight's agenda is a snapshot of the larger policy work being done, including a new FOIA policy, Budget Task Force, sourcing for Lumber Yard, and budgetary process.

III. LUMBER YARD

The project is moving forward despite a myriad of community "spys" who seem bent on bringing the whole thing down. We wont let that happen.... Of significant note, the following work being conducted is:

- a. We have meetings upcoming with three well qualified builders specializing in historic preservation and public spaces. These firms are coming to provide insight as to what exactly we can pull off, the process to bring in a firm, how to approach re-construction, and other aspects of design service.
- b. The roof for what we are saving is shot, and badly rotting. We have had four firms in to possibly quote, and all have declined. We have three other firms working towards a decision and interest, and two of the historic preservation builders coming in also have roofing expertise.
- c. We have had not less than 120 people through the site by guided tour in the past three weeks. This has been informative but has also caused the false gossip. We are about to call all further access done, and let the public know they missed their chance.
- d. We have submitted for a demo and debris removal permit.
- e. We have obtained quotes on alta and conditions based survey work.
- f. The environmental firm AKT has provided budget for the initial due care plans for demo and the broader full site assessment.
- g. We have four private firms doing diligence on possible PPP development concepts.
- h. The owner of Leo's has agreed to participate in the redesign of access and parking.

IV. MAIN STREET COMMITTEE WORK / POWER HOUR

The initial schedule for Power Hour, and business supported topics will be rolled out by September.

Respectfully Submitted,
 Matthew Gibb
gibb@downtownlakeorion.org
 (248) 464-0307



DDA ACTION SUMMARY SHEET

MEETING DATE: August 20, 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

August 20, 2024

Completed Events:

July 17, 24, 31 and August 7 and 14– LOLive! Concert Series at Children’s Park (DDA), 6:30 – 8 pm

Storybook Stroll – Summer book pages are down. Next installation to be in October with a Halloween book.

Upcoming Events:

August 23-25 – Dragon on the Lake (Orion Art Center)

Special Note: We will have a booth onsite by Flint St. Alley. The Lake Orion DDA and Oxford DDA are participating in the Dragon Boat Races under the team name “DDA Legends”.

August 23 – Lighted Boat Parade (LOLA)

August 28 – LOLive! Concert Series at Children’s Park (DDA), 6:30 – 8 pm

See the list of 2024 DDA events attached listing upcoming Fall and Winter events.

Social Media Stats

Downtown Lake Orion Facebook:

Followers: April 9,938; May 10,116; June 10,141; July 10,166; Now: 10,209

Estimated Reach: Previous: 132,000 (last 90 days); Current: 110,519 (# of people who saw content at least once)

Engagement: Previous: 38,387; Current: 37,035 (last 90 days) (reactions, comments, shares, or clicks on our posts)

Demographics: 78.6% female/21.4% male

Top post: Meet the team photos 3,589 reach (August)

Downtown Lake Orion Business Group:

124 members

Instagram:

4,006 Followers (added 17)

X (formerly Twitter):
1,588 Followers

Ribbon Cutting/Networking Events in Downtown

Orion Area Chamber – Summer Networking Mixer - August 21, 4 – 6 pm at **Bitter Tom’s** (120 S. Broadway St., Lake Orion); free to attend; appetizers and cash bar.

Orion Area Chamber – Ribbon Cutting – **Diamond Dave’s Creative Jewelers** – September 19, 4:30 -6:30 pm. Location: 416 S. Broadway St., Lake Orion.

O’Cigar Bar opening. Visit them at 34 S. Broadway, Lake Orion.

We invite you to come support these businesses!

Other items

Hanging Baskets:

We are replacing 9 hanging baskets that didn’t fair so well during the hot summer days.

Committees:

The four committees, Design, Promotion, Economic Vitality, and Organization, have been restarted beginning August 2024.

Design will have a new role, adding in Façade Grant Review as a new task. Training will be scheduled and reviews to begin immediately after. Applications are already being received and queued.

Respectfully Submitted,

Janet Bloom

bloom@downtownlakeorion.org

cell (248) 320-7599

2024 Lake Orion Events - DRAFT

LAKE ORION DDA RUN EVENTS

#StrongerTogether Events

OXFORD ONLY EVENTS

January

Jan. 1 - Resolution Run (Hanson's)

Jan. 1 - Jan. 31 - Local Lens Contest

February

Feb. 3 - Ice Golf Challenge (Rotary)

Feb. 10 - Icefest

Feb. 24-Mar. 3 - #StrongerTogether Restaurant Week

March

Mar. 1-31 - #StrongerTogether Shopping Passport

Mar. 16 - #StrongerTogether St. Paddy's Day Pre-Game Pub Crawl

April

Apr. 1-30 - #StrongerTogether Letterboxing

May

May 4 - Free Comic Book Day (Prime)

May 17 - Mystery Art Stroll (Orion Art Center)

May 18-19 - Art & Flower Fair (Orion Art Center)

May 27 - Memorial Day Parade, Ceremonies, Walk/Run (Am. Legion/Orion Tsp.& Village)

June

June 14 - #StrongerTogether 80's Night Ladies Night Ladies Night

June 20-23 - Lake Orion Jubilee Carnival/Beer Tent (LO Lions Club)

June 24-30 - Restaurant Week - LO American Summer (LOAS)

June 28 - Pub Crawl - LO American Summer (LOAS) - Lake Orion and Oxford

July

July 10 - LOLive!

July 17 - LOLive!

July 24 - LOLive!

July 31 - LOLive!

August**(relaunch committee meetings)**

August 7 - LOLive!

August 12 - MSOC accreditation presentation (6 pm Porch Party at DDA/7:30pm at VC Mtg.)

August 14 - LOLive!

August 23 - Lighted Boat Parade (LOLA)

August 23-25 - Dragon on the Lake (Orion Art Center) (DDA booth onsite/retail event)

August 25 - Dragon Boat Races

August 28 - LOLive! - Last one of the season

FALL DÉCOR INSTALL (Oxford - 9/13 install)

September

September 14 - #StrongerTogether Oktoberfest

September 21 - Zombie Walk & Poker Run

September 27 - Movie Night

September 28 - Michigan DOWNTOWN DAY

TBD - Lucky's B-day Celebration

October

Oct. 5-6 - Here Lies Lake Orion - need event partner/John Bry unavailable

Oct. 16 - Halloween Extravaganza

Oct. 25 - Witches Night (OXFORD ONLY)

WINTER DÉCOR INSTALL

November

Nov. 16 - Ladies Night

Nov. 21 - Sing & Stroll Tree Lighting with Horse & Carriage Rides

Nov. 30 - Shop Small Saturday with Horse & Carriage Rides

Nov. 30 - Dec. 31 - Hometown Holidays Shopping Passport Contest

December

Dec. 1 - 31 - (cont.) Hometown Holidays Shopping Passport Contest

Dec. 7 - Orion Lighted Christmas Parade w trolley

Dec. 14 - Polar Express (trolley)