



# AGENDA

## REGULAR MEETING OF THE VILLAGE COUNCIL

Tuesday, May 28, 2024

7:30 PM

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

(248) 693-8391 ext. 102

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

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call and Determination of Quorum**

**4. Presentations**

**A.** Village President's Proclamation Recognizing Rebecca Shank's Years of Service and Retirement

**B.** Presentation – Introduction of New Full-Time Police Officer and Reserve Officers

**C.** Presentation – Lake Orion Lake Association - LOLA President George Dandalides

**D.** Presentation – Boating and Personal Watercraft Regulations – Police Reserve Sergeant Ray Hammond

**5. Call to the Public**

**6. Consent Agenda**

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

**A.** Appointment of Acting Village Manager During Manager's Temporary Absence

**B.** Certification of Delinquent Utility Accounts to the 2024 Tax Roll

**C.** Approval of Village Council Regular Meeting Minutes of May 13, 2024

**7. Items Removed from the Consent Agenda**

## **8. Approval of Agenda**

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

## **9. Public Hearings**

## **10. Financial Matters**

A. Invoice Approval - May 28, 2024

## **11. Other Items**

A. Approval of 2024 Sanitary Sewer System Improvements Contract with Oakland County

B. Introduction of FY 2024-25 Water and Sewer Rates Resolution and Scheduling of Public Hearing

C. Resolution Approving FY 2024-25 Non-Union Pay Ranges and Pay Rates

D. Phone System and Cable Services Contract – MISwitch Communications

## **12. Call to the Public**

## **13. Council Comments**

## **14. Village Manager Comments**

## **15. Closed Session Items**

A. Periodic Performance Evaluation – Village Manager

## **16. Business From Closed Session**

## **17. Adjournment**

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

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

CERTIFICATION OF APPRECIATION

Presented to

REBECCA SHANK

*In recognition of your outstanding dedication, professionalism, and exemplary service to the Lake Orion Police Department. Your commitment to excellence and unwavering support contribute significantly to the success of our department's mission.*

*Your attention to detail, organizational skills, and positive attitude have not gone unnoticed. Your efforts behind the scenes ensure the smooth operation of daily tasks and play a crucial role in maintaining the efficiency of our department.*

*Thank you for your tireless efforts, hard work, and continued dedication to serving our community. Your contributions are invaluable, and we are grateful for your service.*

MAY 28, 2024

Village of Lake Orion  
EST 1859

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Jerry Narsh, President

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Tom Lindberg, Interim  
Chief of Police



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC** Presentation – Introduction of New Full-Time Police Officer and Reserve Officer

**BACKGROUND BRIEF:**

Chief Lindberg will be introducing to Village Council and the community our new full-time Lake Orion police officer Keith Quick and new police reserve officers Ryan Hammond and Shane Stalker.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTION:**

None



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC** Presentation – Lake Orion Lake Association - LOLA President George Dandalides

**BACKGROUND BRIEF:**

Lake Orion Lake Association (LOLA) President George Dandalides is scheduled to give a brief presentation to the Village Council and community on LOLA.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTION:**

None

# Lake Orion Lake Association (LOLA)

Section 4, Item C.

Presentation to the Lake Orion Village Council  
May 28, 2024

# Lake Orion Lake Association (LOLA)

- What is LOLA?
- 2023 LOLA Goals and Accomplishments
- 2024 LOLA Priorities
- Where do we need help?

# What Is LOLA?

- Lake Association for Lake Orion made up of:
  - Riparian lake property owners
  - Residents of the Lake Orion surrounding area
  - Users of the lake (daily use and marina tenants)
- Led by a volunteer board of 11 members
- Voluntary membership
- \$20 annual membership dues



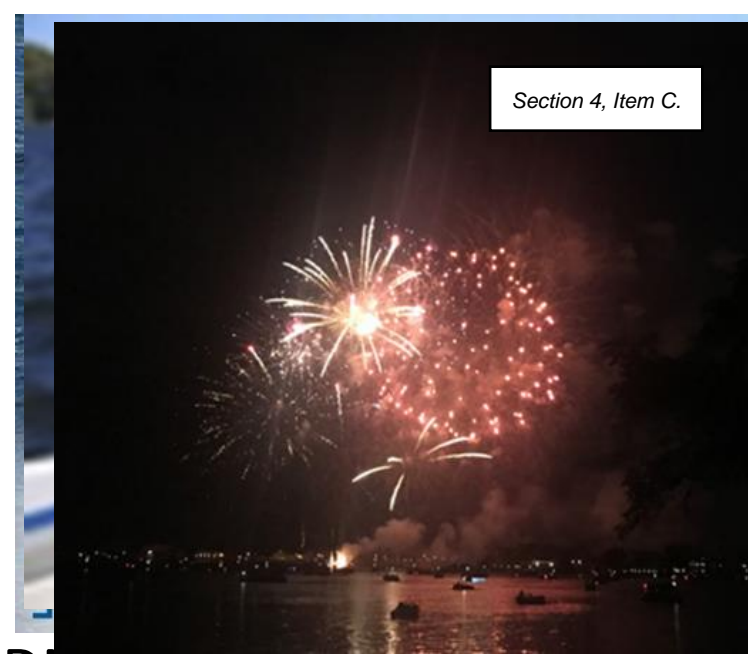
# What Is LOLA?

- LOLA's Purpose:

The Purpose of this association shall be to provide effective **communication** between its members and governmental agencies relating to all activities that may affect its members. To **promote, advocate, and protect** the best interests of the area through preservation of the natural beauty of the environment. To **support** all propositions that assists the orderly and proper development of our community in general and our immediate area in particular.

# What Is LOLA?

- LOLA Annual Activities and Community Support:
  - Maintenance and deployment of the 17 No-Wake buoys
  - Multiple seasonal water samplings w/submission to the DNR
  - Support of the Lake Orion Dragon on the Lake Event
  - Lighted Boat Parade
  - Donation to the Lake Orion Fireworks
  - The voice of the lake residents on matters that impact the lake (water quality, water safety)



# 2023 Goals and Accomplishments

## 2023 LOLA Goals & Objectives – June 26, 2023

### 1. Membership

- 135 LOLA members in 2023

### 2. Communication

- Began publishing a LOLA Newsletter

### 3. Lake Overcrowding (Safety)

- Began discussion with both the Village and Township on “Keyholing”
- Meeting w/local law enforcement to discuss boating safety initiatives

# 2024 LOLA Priorities

- Membership
  - Continue the membership drive from 2023
  - 115 members as of 5/20
- Communication
  - Continue the LOLA Newsletter
  - Redesign & relaunch of the LOLA Website [www.lolainfo.org](http://www.lolainfo.org)
  - Use of social media
- Water/Boater Safety
  - Continued discussion with local law enforcement on safety issues
  - LOLA sponsored Boaters Safety course in partnership with the Oakland County Sheriff Marine Division – Saturday June 29<sup>th</sup> at the Library

# 2024 LOLA Priorities

- **Major concerns of our members:**
  - Lake overcrowding
    - Keyholing
    - Issuance of marina permits by the DNR
  - Observance of No-Wake laws
    - Marked no-wake areas
    - 100 foot no-wake from any shoreline, dock, marked swim area, or other watercraft
  - High energy wake damage to shoreline and lake bottom from wake boats operating in high energy wake mode
  - Blight
    - Fallen trees in the water
    - Dilapidated docks & other structures left to deteriorate in the water

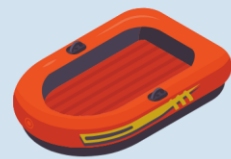
# Where Do We Need Help?

- Membership
  - Are You a Member?
- Lake Overcrowding
  - DNR/EGLE stated position is that this falls under local authority, not the state.
- Enforcement of Ordinance 50
  - No-Wake rules
  - No waterskiing, wakeboarding, tubing, and high speed operation one hour after sunset to one hour before sunrise
  - Maximum lake speed limit of 40 mph
- High Energy Wake Mode of Wake Boats
  - Support of Michigan House Bill 5532 (HB-5532 supports the DNR recommendation of 500' no-wake and 15' minimum water depth in high energy wake mode)
- Blight
  - Are there blight ordinances in the Village and Township, and if so, who enforces them?

# BOATER SAFETY CLASS

Date: Saturday, June 29, 2024  
Time: 10am to 4pm  
Location: Orion Twp Library

PRESENTED BY: OAKLAND COUNTY SHERIFF & LAKE ORION LAKE ASSOCIATION



**FREE ADMISSION**  
LUNCH WILL BE PROVIDED



## REGISTRATION

STUDENTS MUST PRE-REGISTER ONLINE

<https://michigan.storefront.kalkomey.com/em/events/7138>

It is encouraged that each student register with their own unique email address. By using their own email address this will allow them to retrieve their Boating Safety Certificate in the DNR elicense system if they need a replacement copy.

## WHO NEEDS BOATER SAFETY CERTIFICATE

- Boat - Everyone born after June 30, 1996
- PWC - Everyone born after December 31, 1978
- Everyone can benefit from a boating class



Scan QR to register



Lake Orion Lake Association



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## Welcome to Lake Orion Lake Association

The Lake Orion Lake Association (LOLA) is comprised of hundreds of lake residents and visitors who care deeply about Lake Orion. Our members support LOLA activities and actions that preserve the natural amenities of the lake, as well as the public trust.

Lake Orion is a 505 acre lake nestled in the heart of [Lake Orion, Michigan](#), within the picturesque landscapes of northern Oakland County. Lake Orion is a captivating waterbody retreat for residents and visitors alike. With its clear water and scenic shores, Lake Orion is a haven for water enthusiasts. The lake boasts a blend of charming homes and recreational facilities, making it a desirable destination for those seeking a peaceful lakeside lifestyle. Lake Orion stands as a timeless gem within Michigans natural beauty.

The Lake Orion Lake Association is dedicated to maintaining and improving the quality of Lake Orion for the health of its residents and its fish and wildlife through monitoring and education.

[» Learn More](#)



## Quick Links

[» What We Do](#)

[» Contact Us](#)



Thank You!

# Back-Up Slides

# Regulation of the number of boats, docks, etc. DNR/EGLE position on who owns regulation

FW: EGLE Permit for site: 63-440 South Broadway-Lake Orion/WRP040325 v1.0 Inbox x

→ Primeau, Robert (EGLE) <PRIMEAUR@michigan.gov> Mar 1, 2024, 12:06 PM ☆ 😊 ↶ ⋮

to me, Andrew ▾

We do appreciate that comments that you submitted. Under Part 301, Inland Lakes and Streams, of the Natural Resources and Environmental Protection Act (PA 451 of 1994 as amended), when we review marina projects, we are reviewing whether the physical structures proposed are a potential harm to natural resources, public navigation, or riparian rights. The boats themselves, or number of boats on Lake Orion, or any given lake, the State does not regulate. If it is, that is usually handled locally by local government or a lake association.

Warren, MI 48092  
(586) 256-7274 / [primeaur@michigan.gov](mailto:primeaur@michigan.gov)

# Charter Township of Orion

## Ordinance No. 50

### Watercraft Lake Orion (Speed of Vessels)

Adopted August 7, 1978

## Ordinance No. 50

## Watercraft - Lake Orion (Speed of Vessels)

Section 4, Item C.

AN ORDINANCE TO REGULATE THE SPEED OF VESSELS AND TO PROVIDE FOR THE SAFE USE OF THE WATERS IN ORION TOWNSHIP, OAKLAND COUNTY; ENACTED UNDER THE AUTHORITY OF ACT 303, PUBLIC ACTS OF 1967, AS AMENDED (M.S.A. 18.1287[17]), BEING IDENTICAL TO STATE ADMINISTRATIVE RULES FILED IN THE OFFICE OF THE SECRETARY OF STATE.

### Section I

All words and phrases used in this Ordinance shall be construed and have the same meanings as those words and phrases defined in Act 303, PA 1967, as amended, M.S.A. 18.1287(8).

### Section II

Regulation No. 63 Oakland County.  
R 281.763.9. Lake Orion; prohibited conduct.

#### Rule 9.

- (1) On the waters of Lake Orion and the canals and channels connected thereto, Sections 2, 3, 10, and 11, T4N, R10E, Village of Lake Orion and Orion Township, Oakland County, it is unlawful for the operator of a vessel to exceed a slow-no wake speed when within one hundred (100) feet of any shore, dock, raft, buoyed or occupied bathing area, or vessel moored or at anchor, except when water skiers are being picked up or dropped off if that operation is otherwise conducted with due regard to the safety of persons and property and in accordance with the laws of this state.
- (2) On the waters of Lake Orion and the canals and channels connected thereto, Sections 2, 3, 10, and 11, T4N, R10E, Village of Lake Orion and Orion Township, Oakland County, it is unlawful, during the period of one (1) hour after sunset to one (1) hour before sunrise, to:
  - (a) Operate a vessel at high speed.
  - (b) Have in tow, or otherwise assist in the propulsion of, a person on water skis, a water sled, kite, surfboard, or other similar contrivance.
- (3) On the waters of Lake Orion and canals and channels connected thereto, Sections 2, 3, 10, and 11, T4N, R10E, Village of Lake Orion and Orion Township, Oakland County, it is unlawful at any time to operate a vessel at a speed in excess of 40 miles per hour (64 kilometers per hour).

### Section III

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

### Section IV

Violations of this Ordinance are a misdemeanor and may be punished by a fine not to exceed One Hundred Dollars (\$100) together with costs of prosecution or imprisonment in the County Jail or such other place of detention as the court may prescribe, for a period not to exceed ninety (90) days, or said fine, costs of prosecution, and imprisonment, at the discretion of the court.

### Section V

This Ordinance and the various parts, sections, subsections, provisions, sentences and clauses are severable. If any part of this Ordinance is found to be unconstitutional or invalid, it is declared the remainder of this Ordinance shall not be affected hereby.

### Section VI - Effective Date

This Ordinance shall become effective upon publication, as provided by law.



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC** Presentation – Boating and Personal Watercraft Regulations – Police Reserve Sergeant Ray Hammond

**BACKGROUND BRIEF:**

Lake Orion Police Reserve Sergeant Ray Hammond is scheduled to give a brief presentation to the Village Council and community on boating and personal watercraft regulations and answer any questions.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTION:**

None



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC** Appointment of Acting Village Manager During Manager’s Temporary Absence

**BACKGROUND BRIEF:**

Village Manager McClary is requesting that the Village Council approve the Village Manager's designation of Clerk/Treasurer Sonja Stout as Acting Village Manager for the period of June 15 through June 23, 2024, during the Village Manager's absence from the village due to vacation and to approve temporary compensation for the Clerk/Treasurer at the Village Manager's rate of pay while serving as Acting Village Manager. It is the Village Manager’s intent whenever possible to rotate appointments as Acting Village Manager among department directors to enhance the professional development, skills, and abilities of management team members.

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

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

The Clerk/Treasurer will receive a temporary increase in hourly compensation of \$7.91 for 40 hours to perform the duties of Acting Village Manager, for a total cost of \$340.61, including payroll taxes.

**RECOMMENDED MOTION:**

To approve, pursuant to Section 3.7 of the Village Charter, the Village Manager's designation of Clerk/Treasurer Sonja Stout as Acting Village Manager during the Village Manager's temporary absence from the village due to vacation for the period of Saturday, June 15, 2024, at 12:01 AM to Sunday, June 23, 2024, at 11:59 PM and to approve an increase in hourly pay of \$7.91 for 40 hours for the Acting Village Manager during such period.



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC** Certification of Delinquent Utility Accounts to the 2024 Tax Roll

**BACKGROUND BRIEF:** Chapter 53, section 53.08, item G of the Village’s Code of Ordinances states that utility accounts delinquent for a period of six months or more may be certified to the Village Treasurer by the Village Council and assessed against the property on the July 1<sup>st</sup> Village tax roll.

Attached is a list of utility accounts that are past due as of December 31, 2023. There are 57 delinquent accounts totaling \$74,185.92 for Village residents and 19 delinquent accounts totaling \$8481.31 for Township residents for a grand total of \$82,667.23.

Last year there were 61 delinquent accounts totaling \$44,813.22 for Village residents and 27 delinquent accounts totaling \$9,898.59 for Township residents for a grand total of \$54,711.81.

**RECOMMENDED MOTION:** To certify the list of delinquent utility accounts past due and authorize the Treasurer to place them on the July 1, 2024 tax bill if they are not paid prior to committing the tax roll.

# VILLAGE OF LAKE ORION      UB TO VILLAGE TAX 2024

Name	Address	Account	Parcel Number	Water	Sewer	Garbage	
CONNER, BRANDEN	30 S ANDREWS	005-0300	OL-09-02-455-007	\$ 657.62	\$ 720.44	\$ 187.4	53
SPARKS, KELLY	252 ATWATER	006-2520	OL-09-11-229-008	\$ 730.39	\$ 784.17	\$ 193.51	\$ 1,708.07
GAZELL, JAMEY	536 ATWATER	006-5360	OL-09-12-153-035	\$ 99.68	\$ 252.90	\$ 61.32	\$ 413.90
HASSINGER, ALFRED	30 N AXFORD	007-0300	OL-09-02-404-017	\$ 831.50	\$ 761.83	\$ 296.44	\$ 1,889.77
FODOR, ADAM	33 N AXFORD	007-0330	OL-09-02-334-016	\$ 664.10	\$ 728.44	\$ 193.51	\$ 1,586.05
KIRKMAN, LAUREN	419 N AXFORD	007-4190	OL-9-02-328-005	\$ 448.12	\$ 489.04	\$ 185.25	\$ 1,122.41
ROBBINS, CHRISTIAN	544 BAGLEY	009-5440	OL-09-12-103-010	\$ 632.60	\$ 684.89	\$ 193.51	\$ 1,511.00
CURTIS, NICOLE	120 BELLEVUE	012-1200	OL-09-11-101-017	\$ 90.33			\$ 90.33
BENNETT, FRANK	370 BELLEVUE	012-3700	OL-09-11-151-029	\$ 11.72	\$ 13.88	\$ 19.89	\$ 45.49
GLOTKOWSKI, MARK	515 BELLEVUE	012-5150	OL-09-11-303-004	\$ 230.77			\$ 230.77
GOOD VIBE GETAWAYS	520 BELLEVUE	012-5200	OL-09-	\$ 128.86	\$ 188.77	\$ 102.63	\$ 420.26
INGOLIA, DAVID	161 BRIDGE	013-1610	OL-09-03-434-019	\$ 650.99	\$ 821.18	\$ 193.51	\$ 1,665.68
HOWELL, BRIAN	208 BRITAIN	014-2080	OL-09-11-257-015	\$ 239.04	\$ 368.18	\$ 193.51	\$ 800.73
ZARAGA, DAN	30 N BROADWAY	015-0300	OL-09-02-477-002	\$ 128.92	\$ 150.94	\$ 114.38	\$ 394.24
FORK & PINT	51 N BROADWAY	015-0510	OL-09-02-476-013	\$ 1,508.22	\$ 1,348.59		\$ 2,856.81
SHEAR DIMENSIONS	103 N BROADWAY	015-1030	OL-09-02-441-010	\$ 1,875.49	\$ 1,883.50	\$ 1,087.58	\$ 4,846.57
BANKS, OLIVIA	325 N BROADWY	015-3250	OL-09-02-433-007	\$ 469.03	\$ 518.34	\$ 148.07	\$ 1,135.44
M&B GRAPHICS	183 S BROADWAY	016-1830	OL-09-02-483-010	\$ 101.12	\$ 119.00		\$ 220.12
LEO'S CONEY ISLAND	281 S BROADWAY	016-2810	OL-09-11-228-026	\$ 5,125.37	\$ 3,610.74	\$ 740.03	\$ 9,476.14
LUCIANO, STACY	707 BUENA VISTA	017-7070	OL-09-11-101-013	\$ 226.06	\$ 358.21	\$ 193.51	\$ 777.78
MILLMAN, BRADLEY	774 CENTRAL	019-7740	OL-09-03-429-019	\$ 345.65	\$ 459.72	\$ 193.51	\$ 998.88
MILLMAN, BRADLEY	775 CENTRL	019-7750	OL-09-03-434-004	\$ 2,568.55	\$ 2,119.05	\$ 148.07	\$ 4,835.67
CLARK, SUZANNE	117 E CHURCH	020-1170	OL-09-02-435-004	\$ 238.51	\$ 303.39	\$ 42.37	\$ 584.27
SECONTINE, MARC & KELLE	242 E CHURCH	020-2420	OL-09-02-440-004	\$ 632.20	\$ 646.85	\$ 148.07	\$ 1,427.12
EBERHARD, ALISON	42 W CHURCH	021-0420	OL-09-02-433-004	\$ 780.00	\$ 814.19	\$ 193.51	\$ 1,787.70
RUSHFORD, DAMARIS	421 CONVERSE CT	023-4210	OL-09-11-278-058	\$ 436.11	\$ 491.45	\$ 148.07	\$ 1,075.63
CHARTRANT, KYLE	140 EVERGREEN	097-1400	OL-09-11-230-055	\$ 162.09	\$ 166.62	\$ 57.19	\$ 385.90
PIAZZA, ADAM	181 EVERGREEN	097-1810	OL-09-11-230-047	\$ 294.69	\$ 308.12	\$ 102.63	\$ 705.44
MCCOIG, HEATHER	437 E FLINT	032-4370	OL-09-01-354-007	\$ 16.15	\$ 187.17	\$ 57.19	\$ 260.51
MORFITT, JACOB	505 E FLINT	032-5050	OL-09-01-302-023	\$ 424.97	\$ 550.33	\$ 189.52	\$ 1,164.82
HODAK, DONNA	573 E FLINT	032-5730	OL-09-01-302-028	\$ 568.16	\$ 637.02	\$ 193.51	\$ 1,398.69
TIGNANELLI, ADELICIA	576 E FLINT	032-5760	OL-09-01-356-004	\$ 988.58	\$ 1,000.16	\$ 193.52	\$ 2,182.26
WINDWISKI, CHRISTINE	203 W FLINT	033-2030	OL-09-02-457-007	\$ 312.58	\$ 407.28	\$ 102.63	\$ 822.49

Section 6, Item B.



LAATZ, RICHARD	211 W FLINT	033-2110	OL-09-02-457-006	\$ 358.63	\$ 469.69	\$ 193.51	\$ 1,021.83
DYER, KELLY	132 FLORENCE	034-1320	OL-09-01-302-038	\$ 198.44	\$ 222.23	\$ 57.16	\$ 477.86
PLONKA, JACK	525 GRAMPIAN	040-5250	OL-09-12-154-028			\$ 102.63	Section 6, Item B. 53
SITERLET, JOSEPH	465 HAUXWELL	042-4650	OL-09-01-301-018	\$ 188.52	\$ 253.43	\$ 102.63	\$ 544.58
DETROIT RENOVATIONS	115 HIGHLAND	044-1150	OL-09-11-101-002	\$ 353.07	\$ 468.65	\$ 193.51	\$ 1,015.23
DETROIT RENOVATIONS	129 HIGHLAND	044-1290	OL-09-11-101-004	\$ 245.53	\$ 373.16	\$ 193.51	\$ 812.20
EDWARDS, LARRY	137 HIGHLAND	044-1370	OL-09-11-101-007	\$ 9.20	\$ 11.36	\$ 52.89	\$ 73.45
SPEZIA, CATHLEEN	105 E JACKSON	047-1050	OL-09-02-439-003	\$ 221.63	\$ 192.39	\$ 163.15	\$ 577.17
CREAMER, HANS	228 LAKE STREET	050-2280	OL-09-02-457-005	329.42	401.63	102.63	\$ 833.68
LAKE STREET PROPERTY LLC	318 LAKE STREET	050-3180	OL-09-02-377-010	\$ 266.87	\$ 377.87	\$ 205.26	\$ 850.00
OCCUPANT	340 LAKE STREET	050-3400	OL-09-02-377-013	\$ 595.04	\$ 660.89	\$ 193.51	\$ 1,449.44
GARCIA, JOSE & MARGARET	127 LAPEER STREET	052-1270	OL-09-02-406-023	\$ 396.25	\$ 527.64	\$ 193.51	\$ 1,117.40
AZELBORN, CHRIS	351 NEWTON DR	062-3510	OL-09-12-153-020	\$ 2,275.69	\$ 1,974.69	\$ 193.51	\$ 4,443.89
JOHNSON, MARK	317 NORTH SHORE	064-3170	OL-09-02-329-003	\$ 20.57	\$ 22.73	\$ 5.20	\$ 48.50
CHENNAULT, JONAS	41 PARK COURT	071-0413	OL-09-11-253-003	437.9	535.39	193.51	\$ 1,166.80
CHENNAULT, JONAS	41 PARK COURT	071-0411	OL-09-11-253-003	\$ 452.73	\$ 553.24	\$ 193.51	\$ 1,199.48
CHENNAULT, JONAS	41 PARK COURT	071-0412	OL-09-11-253-003	\$ 464.78	\$ 559.25	\$ 193.51	\$ 1,217.54
CHENNAULT, JONAS	41 PARK COURT	071-0410	OL-09-11-253-003	\$ 637.22	\$ 704.57	\$ 193.51	\$ 1,535.30
EDGAR, JAMES	132 PARK GREEN DR	098-1320	OL-09-11-230-032	\$ 20.43	\$ 20.84	\$ 6.10	\$ 47.37
WILLIAMS, ANTHONY	224 PARK GREEN DR	098-2240	OL-09-11-230-072	\$ 354.08	\$ 416.96	\$ 193.51	\$ 964.55
CIARAMELLA, JACOB	272 PARK GREEN DR	098-2720	OL-09-11-230-064	\$ 318.97	\$ 339.14	\$ 109.70	\$ 767.81
HOUGHTON, ROBERT	209 PERRY	075-2090	OL-09-12-103-001	\$ 345.65	\$ 459.72	\$ 193.51	\$ 998.88
GOEKE, BJOERN	180 SABER WAY	099-1800	OL-09-11-230-002	\$ 420.37	\$ 472.70	\$ 193.51	\$ 1,086.58
MURDOCK, DEBORAH	205 E SHADBOLT	078-2050	OL-09-02-444-005	\$ 542.66	\$ 597.40	\$ 193.51	\$ 1,333.57
AUSTERMANN, HANS	346 N WASHINGTON	089-3460	OL-09-01-301-007	\$ 113.71			\$ 113.71
				\$ 32,185.53	\$ 32,509.96	\$ 9,490.43	\$ 74,185.92

## Township Properties

## 2024

MISSENTZIS, ANTHONY	538 BELLEVUE	012-5380	O--09-11-302-005	\$ 427.86			\$ 427.86
MAKOWSKI, COURTNEY	84 GOLDENGATE	039-0840	O--09-11-477-018	\$ 276.84			\$ 276.84
JENKINS, JOE & MARTHA	85 GOLDENGATE	039-0850	O--09-11-430-016	\$ 544.18			\$ 544.18
COX, JON	220 GOLDENGATE	039-2200	O--09-11-478-006	\$ 341.16			\$ 341.16
THUSS, JASON	215 HEIGHTS RD	043-2150	O--09-11-410-008	\$ 661.44			\$ 661.44
BOGEN, RONALD	321 HEIGHTS RD	043-3210	O--09-11-327-015	\$ 395.41			\$ 395.41

SCHMIDT, KAI	573 HEIGHTS RD	043-5730	0--09-11-306-026	\$ 256.73			\$ 256.73
SINTA, LEANN	741 MARIDAY	057-7410	0---09-01-378-049	\$ 358.17			\$ 358.17
GRIFFITH, SHARON	802 MARKDALE	058-8020	0--09-11-477-024	\$ 561.84			\$ 561.84
TEAGUE, JAMES	824 MARKDALE	058-8240	0--09-11-477-026	\$ 620.32			\$ 620.32
PRICE, STACEY	874 MARKDALE	058-8740	0--09-11-477-030	\$ 43.79			\$ 43.79
GABRIAU, MONICA	708 MILLER RD	060-7080	0--09-01-378-045	\$ 69.94			\$ 69.94
FITZGIBBON, SHERRIE	726 MILLER RD	060-7260	0--09-01-378-047	\$ 413.32			\$ 413.32
MILKOVIE, MATTHEW	309 NORLAND	063-3090	0--09-12-128-037	\$ 1,035.29			\$ 1,035.29
DELANEY, ELIZABETH	803 ORION RD	068-8030	0--09-12-201-046	\$ 170.64			\$ 170.64
CURTIS, RODNEY	871 ORION RD	068-8710	0--09-12-201-005	\$ 121.97			\$ 121.97
ANDERSON, AMY D	75 SUMMER AVE	085-0750	0--09-11-429-012	\$ 645.09			\$ 645.09
LARSON, VERNON	87 SUMMER AVE	085-0870	0--09-11-429-013	\$ 379.03			\$ 379.03
CHMURA, CHRISTOPHER	110 SUMMER AVE	085-1100	0--09-11-430-024	\$ 184.54			\$ 184.54
FINNIGAN, ELMO	391 SUMMIT	086-3910	0--09-11-337-066	\$ 973.75			\$ 973.75
				\$ 8,481.31			\$ 8,481.31

Section 6, Item B.



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC:** Approval of Village Council Regular Meeting Minutes of May 13, 2024.

**RECOMMENDED MOTION:** To approve the May 13, 2024 Village Council Regular Meeting Minutes as presented.



# MINUTES

## REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, May 13, 2024

7:30 PM

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

(248) 693-8391 ext. 102

### 1. Call to Order

The May 13<sup>th</sup>, 2024 Village Council Meeting was called to order at 7:30 PM.

### 2. Pledge of Allegiance

### 3. Roll Call and Determination of Quorum

#### PRESENT

President Jerry Narsh

Council member Carl Cyrowski

Council member Kenneth Van Portfliet

Council member Stan Ford

Council member Michael Lamb

#### ABSENT

President Pro Tem Teresa Rutt

Council member Nancy Moshier

#### STAFF PRESENT

Village Manager Darwin McClary

Interim Police Chief Tom Lindberg

DDA Executive Director Matthew Gibb

DDA Assistant Director Janet Bloom

Deputy Clerk/Treasurer Lynsey Blough

Clerk/Treasurer Sonja Stout

**MOTION** made by President Narsh, Seconded by Council member Ford, to excuse Pro Tem Rutt and Council member Moshier from the May 13<sup>th</sup>, 2024 Village Council Meeting.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**4. Presentations**

**A. Presentation on Boating Regulations – Oakland County Sheriff’s Office Marine Deputy Bill Hughes**

The presentation has been postponed to a future date because Oakland County Sheriff’s Office Marine Deputy Bill Hughes could not attend.

**5. Call to the Public**

Harry Stephens spoke.

**6. Consent Agenda**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the consent agenda with the removal of both the Approval of Special Event and Use of Rights-of-Way Permit Applications – 2024 Dirt Road Derby and Budget Amendments for various funds for further discussion.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**A. Receive and File Bond Counsel Letter of Engagement – Sanitary Sewer Pump Stations Improvement Project**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the bond counsel engagement letter dated May 3, 2024, from Jeffrey Aronoff of Miller Canfield relating to the issuance of revenue bonds for the financing of the Village of Lake Orion Sanitary Sewer Pump Stations Improvement Project.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**B. Approval of Special Event and Use of Rights-of-Way Permit Application – 2024 Dirt Road Derby**

Removed for further discussion.

**C. Budget Amendments**

Removed for further discussion.

**D. Authorize Payment of 2022 Outstanding Invoice for Hydrant Nozzle Caps – Fontana Construction**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to authorize and approve the payment of the April 9, 2022, Invoice #015682 from Fontana Construction, Inc., in the amount of \$6,960.00 that remains unpaid for 24 hydrant nozzle caps delivered to the Village.

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

**E. Approval of Village Council Regular Meeting Minutes of April 22, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the April 22, 2024 Village Council Regular Meeting Minutes as presented.

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

**F. Approval of Village Council Special Meeting Minutes of May 1, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the May 1, 2024 Village Council Special Meeting Minutes as presented.

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

**G. Receive and File of BZA Regular Meeting Minutes of February 1, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the February 1, 2024 Regular Meeting Minutes of the Board of Zoning Appeals as presented.

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

**H. Receive and File of Parks and Recreation Advisory Committee Regular Meeting Minutes of March 19, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the March 19, 2024 Regular Meeting Minutes of the Parks and Recreation Advisory Committee as presented.

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

**I. Receive and File of Planning Commission Regular Meeting Minutes of February 5, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the February 5, 2024 Regular Meeting Minutes of Planning Commission as presented.

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

**J. Receive and File of DDA Regular Meeting Minutes of March 19, 2024**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the March 19, 2024 Regular Meeting Minutes of the Downtown Development Authority Board as presented.

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

**K. Receive and File April 2024 Police Department Activity Report**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the April 2024 Police Department Activity Report.

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

**7. Items Removed from the Consent Agenda**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Lamb, to postpone the adoption of Resolution #2024-015, which would approve the Special Event and Use of Rights-of-Way Permit Applications and License Agreement for the 2024 Dirt Road Derby dated March 11, 2024, submitted by Anne Marie Gealy on behalf of Main Street Bicycles, to May 28, 2024 with a request to submit additional alternate plans that would include no road closures.

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

**MOTION** made by Council member Lamb, Seconded by President Narsh, to approve the Budget Amendment requests for various funds.

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

## 8. Approval of Agenda

**MOTION** made by Council member Ford, Seconded by Council member Cyrowski, to approve the agenda for Monday, May 13<sup>th</sup>, 2024 Village Council Meeting as presented.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

## 9. Public Hearings

### A. Public Hearing on Proposed FY 2024-25 Budget and 2024 Millage Rates

President Narsh opened the Public Hearing at 7:47 PM.

Harry Stephens spoke.

Hearing no further comments, President Narsh closed the Public Hearing at 7:53 PM.

## 10. Financial Matters

### A. Invoice Approval - May 13, 2024

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve the May 13, 2024 bills in the amount of \$226,947.38 of which \$5,045.32 are DDA bills for a net total of \$221,902.06, and to receive and file the DDA bills.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford

**VOTING NAY:** Lamb

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

### B. Financial Statements - April 2024

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to receive and file the financial reports for April 2024.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

## 11. Other Items

### A. Police Copier Lease

**MOTION** made by Council member Van Portfliet, Seconded by Council member Lamb, to authorize the Village Manager to enter into a lease agreement with Applied Innovations to lease the Ricoh IM C400srf copier/printer/fax/scanner for the Police Department's use.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier



**MOTION:** Carried

**B. Adoption of FY 2024-25 Budget and 2024 Millage Rates – General Appropriations Act**

**MOTION** made by President Narsh, Seconded by Council member Van Portfliet, to adopt the Village of Lake Orion FY 2024-25 General Appropriations Act Resolution as presented.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford

**VOTING NAY:** Lamb

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**C. Termination of Construction License and Lease Agreement – Public Safety Communications Tower**

**MOTION** made by President Narsh, Seconded by Council member Lamb, to authorize the Village Manager to execute, on behalf of the Village, the acknowledgement of the letter dated April 1, 2024, regarding the Termination of Construction License and Lease Agreement dated December 9, 2004. Make this an agenda item in a future meeting to discuss factors such as public opinion, maintenance cost, tear-down cost, etc., before seeking sealed competitive bids for the demolition of the former public safety communications tower.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**12. Call to the Public**

George Dandalides spoke.

**13. Council Comments**

Council member Lamb spoke.

Council member Ford spoke.

Council member Van Portfliet spoke.

Council member Cyrowski spoke.

President Narsh spoke.

Council member Cyrowski exited the room at 9:00 PM.

**14. Village Manager Comments**

Council member Cyrowski returned at 9:02 PM.

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

**15. Closed Session Items**

**A. Periodic Performance Evaluation – Village Clerk**

**MOTION** by President Narsh, Seconded by Council member Van Portfliet, to convene into Closed Session in accordance with Section 8(1)(a) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended for the purpose of the Periodic Performance Evaluation of the Village Clerk.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**B. Periodic Performance Evaluation – Village Manager**

**MOTION** by President Narsh, Seconded by Council member Van Portfliet, to convene into Closed Session in accordance with Section 8(1)(a) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended for the purpose of the Periodic Performance Evaluation of the Village Manager.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

The Village Council convened to Closed Session at 9:03 PM.

**16. Reconvene to Open Session**

**MOTION** by President Narsh, Seconded by Council member Ford, to reconvene into Open Session.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

The Village Council reconvened to Open Session at 9:27 PM.

**17. Business From Closed Session**

**A. Periodic Performance Evaluation – Village Clerk**

**MOTION** made by President Narsh, Seconded by Council member Cyrowski, to follow the Village Manager Recommendation for the Periodic Performance Evaluation of the Village Clerk.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**B. Periodic Performance Evaluation – Village Manager**

**MOTION** made by President Narsh, Seconded by Council member Cyrowski, to postpone the Village Manager Evaluation to May 28, 2024 Village Council Regular Meeting.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

**18. Adjournment**

**MOTION** made by President Narsh, Seconded by Council member Lamb, to adjourn the May 13<sup>th</sup>, 2024 Village Council Regular Meeting.

**VOTING YEA:** Narsh, Cyrowski, Van Portfliet, Ford, Lamb

**VOTING NAY:** None

**ABSENT:** Rutt, Moshier

**MOTION:** Carried

The May 13<sup>th</sup>, 2024 Village Council Regular Meeting adjourned at 9:30 PM.

\_\_\_\_\_  
Jerry Narsh  
President

\_\_\_\_\_  
Lynsey Blough  
Deputy Clerk/Treasurer

\_\_\_\_\_  
Sonja Stout  
Clerk/Treasurer

Date Approved: as presented May 28, 2024



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC:** Invoice Approval - May 28, 2024

**RECOMMENDED MOTION:** To approve the May 28, 2024 bills in the amount of \$113,744.82 of which \$17,391.54 are DDA bills for a net total of \$96,353.28 and to receive and file the DDA bills.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-279-000	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-JUNE 2024	442.94	
101-000-279-000	RETIREE HEALTHCARE-RETIREE PORTI	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 6/1-6/31	978.48	
101-000-281-000	136 AXFORD VARIANCE REV #1 AND #	MCKENNA ASSOCIATES, INC.	SERVICES APR 1- APR 30	550.00	
101-000-281-001	PRINCIPAL	NOWAK & FRAUS ENGINEERS	N930 44 FLINT ST THRU APRIL 28, 2024	300.00	
101-000-281-005	SITE PLAN & CONSTRUCTION PLAN RE	NOWAK & FRAUS ENGINEERS	N034 CONSTELLATION BAY THRU APRIL 28,	1,025.00	
101-000-281-006	141 ELIZABETH ST	NOWAK & FRAUS ENGINEERS	M818 ELIZABETH STREET APTS THRU APRIL	531.25	
101-000-281-008	SNUG HARBOR REV #2	MCKENNA ASSOCIATES, INC.	SERVICES APR 1- APR 30	384.00	
101-000-281-008	PRINCIPAL	NOWAK & FRAUS ENGINEERS	O039-SNUG HARBOR APRIL 28, 2024	637.50	
101-000-281-011	PRINCIPAL	NOWAK & FRAUS ENGINEERS	N569 ORION VILLAS-597 MILLER RD THRU AF	1,287.50	
101-000-281-012	MYSTIC COVE FINAL SITE PLAN	MCKENNA ASSOCIATES, INC.	SERVICES APR 1- APR 30	642.00	
101-000-281-012	SITE PLAN, CONTRUCTION PLAN,	NOWAK & FRAUS ENGINEERS	N035 MYSTIC COVE THRU APR 28, 2024	12,900.75	
101-000-281-013	CLOUD RETAIL #4 FINAL	MCKENNA ASSOCIATES, INC.	SERVICES APR 1- APR 30	432.00	
101-000-281-013	1ST REVIEW	NOWAK & FRAUS ENGINEERS	N038- CLOUD LAKE 494 S BROADWAY THUR AF	1,951.25	
Total For Dept 000 REVENUE				22,062.67	
Dept 215 VILLAGE CLERK					
101-215-719-000	VILLAGE CONTRIBUTIONS TO DC	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	476.92	
101-215-900-000	300 PARK PASSES	RIGHT HOOK BRANDED MERCHAN	PARK PASSES 2024	54.06	
101-215-957-000	JULY 15 - JULY 16	OHIO MUNICIPAL CLERKS ASSC	TRAINING CONFERENCE FOR CLERKS	300.00	
Total For Dept 215 VILLAGE CLERK				830.98	
Dept 253 FINANCE TREASURY					
101-253-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	573.09	
101-253-801-000	GENERAL PORTION	CHARTER TOWNSHIP OF ORION	ORION TOWNSHIP TAX COLLECTION	9,600.00	
101-253-960-000	MILEAGE .67 X 250	STOUT, SONJA	TREASURERS CONFERENCE MILEAGE	167.50	
Total For Dept 253 FINANCE TREASURY				10,340.59	
Dept 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 6/1-6/31	856.19	
101-260-719-000	VILLAGE CONTRIBUTIONS TO DC	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	367.36	
101-260-727-000	WALL ORGANIZER	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES	51.43	
101-260-727-000	VILLAGE WATER RENTAL	CRYSTAL WATER COMPANY	VILLAGE WATER APRIL	37.00	
101-260-727-000	BINDER CLIPS	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	119.55	
101-260-727-000	SCISSORS	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	4.63	
101-260-728-000	BATHROOM TISSUE	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	198.17	
101-260-830-000	JUNE	GFL ENVIRONMENTAL USA	MONTHLY WASTE PICKUP ACCT # 001661554	21,142.60	
101-260-851-000	TELEPHONES	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES	381.42	
101-260-920-000	20 E SHADBOLT ACCT # 1030 1598 9	CONSUMERS ENERGY	MAY BILL	334.10	
101-260-930-000	MATS FOR VILLAGE OFFICE 5/13/202	DarWel ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	224.81	
101-260-930-000	04-15-2024 VILLAGE WINDOW CLEAN	ECHTINAW, WAYNE S.	VILLAGE WINDOW CLEANING	100.00	
Total For Dept 260 GENERAL ACTIVITIES				23,817.26	
Dept 721 PLANNING AND ZONING					
101-721-801-000	PROJECT 24-004 LAKE ORION STRATE	MCKENNA ASSOCIATES, INC.	PROJECT 24-004 LAKE ORION STRATEGIC PLF	300.00	
101-721-801-000	MAY 6 2024 PC MINUTES	SMITH, DANIELLE	PLANNING COMMISSION MEETING MINUTES 5.6	150.00	
101-721-829-000	MONTHLY RETAINER	MCKENNA ASSOCIATES, INC.	SERVICES APR 1- APR 30	5,843.75	
Total For Dept 721 PLANNING AND ZONING				6,293.75	
Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-806-000	M629 GENERAL ENGINEERING	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THRU	900.00	
101-880-806-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	582.50	
Total For Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGIN				1,482.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Total For Fund 101 GENERAL FUND				64,827.75	
Fund 202 MAJOR STREET FUND					
Dept 260 GENERAL ACTIVITIES					
202-260-801-000	N885 ENGINEERING DESIGN 20%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	1,165.00	
Total For Dept 260 GENERAL ACTIVITIES				1,165.00	
Dept 463 ROUTINE MAINTENANCE					
202-463-719-000	VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	214.65	
Total For Dept 463 ROUTINE MAINTENANCE				214.65	
Dept 474 TRAFFIC SERVICES					
202-474-719-000	VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	80.49	
Total For Dept 474 TRAFFIC SERVICES				80.49	
Dept 478 WINTER MAINTENANCE					
202-478-719-000	VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	429.29	
Total For Dept 478 WINTER MAINTENANCE				429.29	
Total For Fund 202 MAJOR STREET FUND				1,889.43	
Fund 203 LOCAL STREET FUND					
Dept 260 GENERAL ACTIVITIES					
203-260-801-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	582.50	
Total For Dept 260 GENERAL ACTIVITIES				582.50	
Dept 463 ROUTINE MAINTENANCE					
203-463-719-000	VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	402.46	
Total For Dept 463 ROUTINE MAINTENANCE				402.46	
Dept 474 TRAFFIC SERVICES					
203-474-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	107.32	
Total For Dept 474 TRAFFIC SERVICES				107.32	
Dept 478 WINTER MAINTENANCE					
203-478-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	509.78	
Total For Dept 478 WINTER MAINTENANCE				509.78	
Total For Fund 203 LOCAL STREET FUND				1,602.06	
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-JUNE 2024	1,328.82	
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 6/1-6/31	856.19	
207-301-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	582.19	
207-301-727-000	REAM OF PAPER POLICE	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	59.34	
207-301-740-000	REIMBURSEMENT FOR CABLE	RAYMOND M. HAMMOND	REIMBURSEMENT FOR COMPUTER CABLE	12.71	
207-301-801-000	STALKER	ALPHA PSYCHOLOGICA SERVICE	PSYCHOLOGICAL SERVICES	775.00	
207-301-801-000	HAMMOND	ALPHA PSYCHOLOGICA SERVICE	PSYCHOLOGICAL SERVICES	775.00	
207-301-801-000	RYAN HAMMOND	BEAUMONT URGENT CARE BY WF	PREEMPLOYMENT PHYSICAL	540.00	
207-301-801-000	POLICE PORTION	CHARTER TOWNSHIP OF ORION	ORION TOWNSHIP TAX COLLECTION	2,700.00	
207-301-801-000	INTERVIEWER FOR POLICE CHIEF	DAVID E MOLLOY	INTERVIEWER FOR POLICE CHIEF POSITION	500.00	
207-301-801-000	INTERVIEWER FOR POLICE CHIEF	MARK CLEMENCE	INTERVIEWER FOR POLICE CHIEF POSITION	500.00	
207-301-801-000	ADVANCE POLICE TRAINING TUITION	OAKLAND COMMUNITY COLLEGE,	POLICE TRAINING	664.40	
207-301-820-000	BOOTS FOR PATROL OFFICER	KEITH QUICK	REIMBURSEMENT FOR BOOTS	133.55	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-820-000	LEATHER GEAR BELT FOR OFFICERS	NYE UNIFORM	POLICE CLOTHING	18.50	
207-301-851-000	POLICE PHONES	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	190.64	
207-301-851-000	TELEPHONES	MISWITCH COMMUNICATIONS	VILLAGE & POLICE PHONES	381.41	
207-301-932-000	ANTIFREEZE	AutoZone	AUTO ZONE SINGLE PURCHASE	9.63	
207-301-932-000	WHEEL ALIGNMENT	SKALNEK FORD	POLICE INTERCEPTER WHEEL ALIGNMENT	149.95	
207-301-932-000	CRASH REPAIRS	SKALNEK FORD	POLICE INTERCEPTER CRASH REPAIRS	1,094.11	
Total For Dept 301 POLICE/SHERIFF/CONSTABLE				11,271.44	
Total For Fund 207 POLICE FUND				11,271.44	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 276 CEMETERY					
225-276-740-000	CARBURETOR-SQUARE MAGNUM	BURDICK ST. LANDSCAPE SUP	CARBURATOR MAGNUM GATORLINE	58.49	
225-276-930-000	SUN AND SHADE	DAFOE'S LLC	SUN SHADE GRASS SEED	87.50	
225-276-930-000	SUN AND SHADE	DAFOE'S LLC	SUN SHADE GRASS SEED	80.00	
Total For Dept 276 CEMETERY				225.99	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 6/1-6/31	3,180.14	
225-441-719-000	VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	134.15	
225-441-740-000	4/11/24; VENT WRAP GLAS REP	O'REILLY AUTOMOTIVE, INC.	APRIL CREDIT CARD	23.14	
225-441-821-000	UNIFORM CLEANING 05/15/24	UniFIRST	WEEKLY DPW UNIFORM CLEANING	112.37	
225-441-851-000	DPW PHONES	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	44.54	
225-441-865-000	FUEL CARD FEE	7-ELEVEN MASTERCARD	FUEL PURCHASES	5.25	
225-441-920-000	362 CASS ACCT# 1030 1701 1398	CONSUMERS ENERGY	MAY BILL	267.18	
225-441-931-000	4/25/24; LAWN MOWER SPARK PLUGS	O'REILLY AUTOMOTIVE, INC.	APRIL CREDIT CARD	18.48	
225-441-932-000	WELDING SUPPLIES	HARBOR FREIGHT	DPW SUPPLIES	152.97	
225-441-932-000	4/23/24; OIL CHANGE/SPARK PLUG	O'REILLY AUTOMOTIVE, INC.	APRIL CREDIT CARD	293.93	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				4,232.15	
Dept 443 PHASE II STORMWATER					
225-443-801-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	582.50	
225-443-801-000	MS4 PERMIT RENEWAL PRINCIPAL	NOWAK & FRAUS ENGINEERS	M671 MS4 PERMIT ASSISTANCE THRU APRIL 2	675.00	
Total For Dept 443 PHASE II STORMWATER				1,257.50	
Total For Fund 225 DEPT OF PUBLIC WORKS FUND				5,715.64	
Fund 231 PARKING METER/SYSTEM FUND					
Dept 333 PARKING					
231-333-851-000	PARKING	AT&T MOBILITY	DPW/POLICE/PARKING PHONES	44.54	
Total For Dept 333 PARKING				44.54	
Total For Fund 231 PARKING METER/SYSTEM FUND				44.54	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	546.16	
248-260-801-005	DDA PORTION	CHARTER TOWNSHIP OF ORION	ORION TOWNSHIP TAX COLLECTION	2,700.00	
248-260-823-000	CLICKUP	COMERICA BANK	COMERICA	113.14	
248-260-851-000	INTERNET/EQUIPMENT	COMCAST	INTERNET	195.23	
248-260-920-000	ACCT 1000 6299 5376/ 4.10.24 TO	CONSUMERS ENERGY	GAS	90.19	
248-260-920-000	491 S BROADWAY/ACCT 910040951600	DTE ENERGY	STREETLIGHT ENERGY	148.48	
248-260-920-000	24 FRONT/5.2.24 TO 5.30.24	DTE ENERGY	MONTHLY ELECTRIC	883.97	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-930-002	MATS	DARWEL ENTERPRISES LLC	MATS	30.29	
248-260-942-000	313 PIZZA BAR	COMERICA BANK	MONTHLY RECONCILLIATION	512.99	
248-260-942-000	AMAZON #111-6545520-9767422	COMERICA BANK	COMERICA	8.99	
248-260-942-000	SUPPLIES/PAPER	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	74.89	
248-260-956-000	MICHIGAN RETAILERS ASSN	COMERICA BANK	COMERICA	161.13	
248-260-957-000	EXPEDIA	COMERICA BANK	COMERICA	2,098.50	
248-260-957-000	EDUCATION/TRAINING CONFERENCE EX	JANET BLOOM	REIMBURSEMENTS	111.98	
Total For Dept 260 GENERAL ACTIVITIES				7,675.94	
Dept 725 ORGANIZATION					
248-725-822-000	SNAPRETAIL	COMERICA BANK	COMERICA	65.00	
248-725-825-000	CERT#4490	BROADWAY EMBROIDERY	DOWNTOWN DOLLARS REIMBURSEMENT	25.00	
248-725-825-000	CERTS 4439; 4539; 4540	PRIME TIME CARDS & COMICS	DOWNTOWN DOLLARS REDEMPTION	75.00	
Total For Dept 725 ORGANIZATION				165.00	
Dept 726 DESIGN					
248-726-745-000	THANK YOU FOR FLOWERS	EPRINT SOLUTION LLC	BANNERS	58.00	
248-726-745-000	BEAUTIFICATION SUPPLIES FOR DOWN	JANET BLOOM	REIMBURSEMENTS	84.80	
248-726-745-000	MULCH FOR DOWNTOWN	ORION STONE DEPOT	MULCH	165.00	
248-726-745-000	POTTING SOIL	RENE KALSO-SAMET	REIMBURSEMENT FOR FLOWER URN SUPPLIES	18.01	
Total For Dept 726 DESIGN				325.81	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-801-000	SHOP OAKLAND ANNUAL FEE	MEMBER MARKETPLACE, INC.	SHOP OAKLAND	1,562.50	
248-728-886-002	LD PRODUCTS/TONER	COMERICA BANK	COMERICA	119.66	
248-728-886-002	SOCIAL DISTRICT LABELS	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	138.96	
248-728-888-000	MONTHLY ADVERTISING	20 FRONT STREET CONCEPTS,	MONTHLY ADVERTISING	300.00	
248-728-888-000	BUSINESS NAME ON CORNHOLE BOARDS	AMERICAN LEGION POST #233	CORNHOLE BOARD SPONSORSHIP	250.00	
248-728-888-000	AMAZON	COMERICA BANK	COMERICA	225.18	
248-728-888-000	DINING & SHOPPING GUIDE	LO PRINTING	PRINTING	45.00	
Total For Dept 728 ECONOMIC DEVELOPMENT				2,641.30	
Dept 729 PROMOTION					
248-729-880-000	EVENT PROMOTION	BROADWAY EMBROIDERY	HEAT TRANSFER FEE	28.00	
248-729-880-100	AMAZON #111-6545520-9767422	COMERICA BANK	COMERICA	139.99	
248-729-885-000	CHILDREN'S PARK ADA UNIT	TURNER SANITATION	PORT-A-JOHN	155.00	
Total For Dept 729 PROMOTION				322.99	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				11,131.04	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	215 S. BROADWAY/PROJECT 199511	BAKER AND ASSOCIATES	HAZARDOUS MATERIALS SURVEY	6,260.50	
Total For Dept 901 905				6,260.50	
Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023				6,260.50	
Fund 592 WATER AND SEWER FUND					
Dept 548 SEWER ACTIVITIES					
592-548-801-000	N885 ENGINEERING DESIGN 25%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	1,456.25	
Total For Dept 548 SEWER ACTIVITIES				1,456.25	
Dept 556 WATER ACTIVITIES					
592-556-719-000	VILLAGE CONTRIBUTION	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS	804.92	



INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
 EXP CHECK RUN DATES 05/29/2024 - 05/29/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

Section 10, Item A.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER AND SEWER FUND					
Dept 556 WATER ACTIVITIES					
592-556-726-000	NOZZLE CAP FOR HYDRANTS 50%	FONTANA CONSTRUCTION, INC	APPROVED BY COUNCIL TO PAY FROM 3/28/22	3,480.00	
592-556-801-000	N434 SANITARY SEWER PUMP STATION	NOWAK & FRAUS ENGINEERS	N434 SANITARY SEWER PUMP STATION IMPROV	325.00	
592-556-801-000	N885 ENGINEERING DESIGN 25%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU APRIL 28,	1,456.25	
592-556-931-001	NOZZLE CAP FOR HYDRANTS 50%	FONTANA CONSTRUCTION, INC	APPROVED BY COUNCIL TO PAY FROM 3/28/22	3,480.00	
Total For Dept 556 WATER ACTIVITIES				9,546.17	
Total For Fund 592 WATER AND SEWER FUND				11,002.42	

05/23/2024 12:11 PM  
User: BLOUGHL  
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
EXP CHECK RUN DATES 05/29/2024 - 05/29/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Section 10, Item A.

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

Fund 101 GENERAL FUND	64,827.75
Fund 202 MAJOR STREET FU	1,889.43
Fund 203 LOCAL STREET FU	1,602.06
Fund 207 POLICE FUND	11,271.44
Fund 225 DEPT OF PUBLIC	5,715.64
Fund 231 PARKING METER/8	44.54
Fund 248 DOWNTOWN DEVELC	11,131.04
Fund 301 DOWNTOWN DEV BC	6,260.50
Fund 592 WATER AND SEWEI	11,002.42

Total For All Funds:	<u>113,744.82</u>
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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC** Approval of 2024 Sanitary Sewer System Improvements Contract with Oakland County

**BACKGROUND BRIEF:**

Administration is requesting that Village Council adopt a resolution approving the 2024 Sanitary Sewer System Improvements Contract with Oakland County. The contract provides for the approval of the acquisition, construction, and financing of the sanitary sewer system pump stations and force main improvements, authorizes the County to administer the project according to the submitted plans and cost estimates, provides for the terms of payment by the Village to the County for the project, and sets forth other terms and conditions for the County to administer the project.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

The total cost of the Sanitary Sewer Pump Stations Improvement Project is estimated to be \$9,103,000 including a 10% contingency. The project will be constructed in phases over two or three years and will be funded through a combination of grant funding and issuance of revenue bonds.

**RECOMMENDED MOTION:**

To adopt the following resolution approving the 2024 Sanitary Sewer System Improvements Contract between the County of Oakland and Village of Lake Orion:

**VILLAGE OF LAKE ORION**

**COUNTY OF OAKLAND**

**STATE OF MICHIGAN**

**A RESOLUTION APPROVING THE 2024 SANITARY SEWER SYSTEM IMPROVEMENTS CONTRACT BETWEEN THE COUNTY OF OAKLAND AND VILLAGE OF LAKE ORION; PROVIDING FOR THE PAYMENT OF THE COST THEREOF; APPROVING THE PRELIMINARY PLANS AND COST ESTIMATES FOR THE PROJECT; AND AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE THE CONTRACT**

At a regular meeting of the Village Council of the Village of Lake Orion, Oakland County, Michigan (the "Village Council"), held on May 28, 2024.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The Clerk presented to the Village Council a form of contract between the County of Oakland (the "County") and the Village of Lake Orion (the "Village") relative to the acquisition, construction and financing of additions and improvements to the Village of Lake Orion Sewer System (the "Project"), and the plans and estimates of the cost and period of usefulness thereof.

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED by the Village Council of the Village of Lake Orion, Oakland County, Michigan, that:

1. The Village Council hereby approves the contract between the County and the Village relating to the Project (the “Contract”) and providing for the payment of the cost thereof by the Village to the County in cash from available funds and other matters relating to the Project, all under and pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended.

2. The Village Council hereby approves the preliminary plans for the Project, and the estimates of the cost and period of usefulness thereof, as contained in Exhibits A and B to the Contract.

3. The Village Manager and the Village Clerk are authorized and directed to execute and deliver the Contract for and on behalf of the Village in such number of counterparts as may be desirable.

4. A copy of the Contract as presented to the Village Council and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Village Clerk and made available for examination by any interested person during normal business hours.

RESOLUTION DECLARED ADOPTED.

YEAS: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

STATE OF MICHIGAN )

)ss

COUNTY OF OAKLAND )

I, the undersigned Village Clerk of the Village of Lake Orion, Oakland County, Michigan, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council at a regular meeting duly called and held on May 28, 2024, the original of which resolution is on file in my office.

---

Sonja Stout, Village Clerk

OAKLAND COUNTY VILLAGE OF LAKE ORION 2024  
SANITARY SEWER SYSTEM IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of the 1<sup>st</sup> day of January, 2024, by and between the COUNTY OF OAKLAND, a county corporation in the State of Michigan (hereinafter sometimes referred to as the “County”), by and through its Water Resources Commissioner, County Agency, party of the first part, and the VILLAGE OF LAKE ORION, a home rule village located in the County (hereinafter sometimes referred to as the “Village”), party of the second part.

W I T N E S S E T H:

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (hereinafter sometimes referred to as “Act 342”), the County has designated the Oakland County Water Resources Commissioner as the county agency for the Village of Lake Orion Sewer System (hereinafter sometimes referred to as the “System”) with all powers and duties with respect thereto as are provided by Act 342 (said Water Resources Commissioner being hereinafter sometimes referred to as the “County Agency”); and

WHEREAS, under and subject to the terms of Act 342, the County is authorized, through the County Agency, to acquire and construct the System improvements and facilities hereinafter described (the “Project”), the County and the Village are authorized to enter into a contract, as hereinafter provided, for the acquisition and construction of the Project by the County and for the payment of the cost thereof by the Village in cash from available funds; and

WHEREAS, there is an urgent need of such sanitary sewer system improvements and facilities to provide sanitary sewer services to the Village in order to promote the health and welfare of the residents thereof, which improvements would likewise benefit the County and its

residents, and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the County through the exercise of the powers conferred by Act 342, and especially section 5 thereof; and

WHEREAS, preliminary plans for the Project and estimates of the cost and period of usefulness thereof have been prepared, all of which have been submitted to and approved by the Board of Commissioners of the County and the governing body of the Village and placed on file with said Board of Commissioners in the office of the County Agency, said estimates being set forth in Exhibit B hereunto attached; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the County and for other related matters, it is necessary for the parties hereto to enter into this contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as herein provided, under and pursuant to Act 342. The Village by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project within its corporate boundaries and to the use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and the Village further agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.



2. The Project shall consist of additions and improvements to a portion of the System shown and described on Exhibit A, which is attached hereto and is made a part hereof, and as are more particularly set forth in the preliminary plans which have been prepared and submitted by the consulting engineers which plans are on file with the County Agency and are approved and adopted. The Project may be acquired and constructed in one or more phases and shall be acquired and constructed substantially in accordance with said preliminary plans and in accordance with final plans and specifications to be prepared and submitted by the consulting engineers, but variations therefrom that do not materially change the location, capacities or overall design of the Project, and that do not require an increase in the total estimated cost of the Project, may be permitted on the authority of the County Agency. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Village and if provisions required by paragraph 4 hereof are made for payment of any resulting increase in the total estimated cost. The estimate of the cost of the Project and the estimate of the period of usefulness thereof as set forth in Exhibit B are approved and adopted.

3. The County Agency will obtain construction bids for the Project and, subject to the receipt of a cash payment to be made under this contract by the Village, shall enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan. The County Agency may, in its sole discretion, retain the services of a third-party engineering firm to perform contract administration of the Project, and payment for such services shall be the responsibility of the Village as part of the cost of the Project as described in paragraph 5 hereof. All certificates for required payments to contractors shall be approved by the consulting engineers before presentation to the County Agency and the latter shall be entitled to rely on such approval in making payments.

4. Except as otherwise provided herein, in the event that it shall become necessary to increase the estimated cost of the Project for any reason, or if the actual cost of the Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, the County Agency shall not be obligated to pay such increased or excess cost unless the governing body of the Village shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by increased or additional payments to be made by the Village to the County in the manner acceptable to the County Agency.

5. The Village shall pay to the County the entire cost of the Project not defrayed by grants and funds available from other sources in cash not later than the effective date of the County Agency's award of the first construction contract for the Project. If acquisition and construction of the Project is performed in phases, then for each phase of the Project, the Village shall pay to the County the entire cost of each respective phase of the Project not defrayed by grants and funds available from other sources in cash not later than the effective date of the County Agency's award of the first construction contract for each respective phase of the Project. The Village hereby acknowledges that no County general funds shall be appropriated or pledged pursuant to this contract or for the Project. The County's role in the Project is strictly limited to that set forth in Act 342, and the Village shall be solely responsible for all administration and construction costs (including attorney fees and all dispute resolution costs), all costs of operation and maintenance of the Project, all costs and expenses relating to lawsuits as described in paragraph 12 hereof and all items of cost described in paragraph 6 hereof. Payments shall be made by the Village when due whether or not the Project has then been completed or placed in operation.

6. The County Agency is hereby authorized, but not required, to utilize County personnel for the administration of the Project. The Village agrees that the costs of contract administration, auditing and financial services shall be part of the cost of the Project for purposes

of paragraph 5 hereof, whether such services are provided by County personnel or third parties. In the case of County personnel, the costs attributed to the Project shall include the allocable share of such personnel's salary and fringe benefits to the Project as determined by the County Agency.

7. If the Project is abandoned for any reason, the Village shall pay, or reimburse the County for the payment of, all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project, and the Village shall be entitled to all plans, specifications and other engineering data and materials.

8. After completion of the Project, the Village shall own the Project, and the County shall operate and maintain the Project as part of the System in accordance with applicable agreements between the County and the Village.

9. It is understood and agreed by the parties hereto that the Project is to serve the Village and not the individual property owners and users thereof, unless by special arrangement between the County Agency and the Village. The responsibility of requiring connection to and use of the Project and/or providing such additional facilities as may be needed shall be that of the Village wherein such property is located and such Village shall cause to be constructed and maintained, directly or through the County, any such necessary additional facilities. The County shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

10. The County shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by contract. The Village shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System by constructing or extending sewers or related facilities, connecting the same to the System, and

otherwise improving the System. It is expressly agreed, nevertheless, that no such connection shall be made to the System and no improvements, enlargements or extensions thereof shall be made without first securing a permit therefor from the County. Any such permit may be made conditional upon inspection and approval of new construction by the County.

11. To the fullest extent permitted by law, and except as covered by the contractor's liability insurance, the Village shall indemnify and hold harmless the County and the County Agency, and agents and employees of each of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from design or construction work relating to the Project, including, without limitation, claims for damage to public or private property and for injuries to or death of any person or persons, excluding, however, any claims or causes of action resulting from the County's or the County Agency's sole negligence.

12. The parties hereto agree that the costs and expenses of any lawsuits or Claims (as hereinafter defined) arising directly or indirectly out of this contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the Village in the same manner as herein provided with respect to other costs of the Project. In the event of such litigation or claims, the County Agency shall consult with the Village and shall retain legal counsel agreeable to the County and the Village to represent the County; provided that if the County and the Village cannot agree as to such representation within a reasonable time, the County Agency shall exercise its discretion as to the retention of such counsel. In this contract, "Claims" means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, 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 imposed on, incurred by, or assessed against the County, County Agency or Village, or

for which the County, County Agency or Village 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. This paragraph shall not apply to a lawsuit instituted by the Village to enforce its rights under this contract.

13. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency, for and on behalf of the County, unless otherwise provided by law or in this contract.

14. In the event that any one or more of the provisions of this contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. This contract shall become effective after its execution by each party hereto. This contract shall terminate one (1) year from the date of final acceptance of completion of construction of the Project by the County Agency, unless terminated earlier by mutual agreement of the parties hereto in writing. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This contract may be executed in any number of counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered by the undersigned, being duly authorized by the respective governing body of such parties.

COUNTY OF OAKLAND

Executed on \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Jim Nash  
Its: County Water Resources Commissioner  
(County Agency)

VILLAGE OF LAKE ORION

By: \_\_\_\_\_  
Darwin McClary  
Its: Village Manager

Executed on \_\_\_\_\_, 2024

And: \_\_\_\_\_  
Sonja Stout  
Its: Clerk

EXHIBIT A

Oakland County Village of Lake Orion 2024 Sanitary Sewer System Improvements

Project Description and Map

Acquisition and construction of various improvements to the Village of Lake Orion Sanitary Sewer System (the “System”) located in the Village of Lake Orion, consisting, without limitation, of the rehabilitation of sixteen (16) sanitary lift stations, including, without limitation, demolition of the existing equipment within twelve (12) ejector stations and four (4) centrifugal pump stations, and all other related equipment, installation of new pumping equipment, air compressors, air storage tanks, motors, air manifolds, valves, piping, pipe fittings, ventilation blowers, level transducers, electrical panels and wiring/conduit, control panels, equipment racks, new DTE electric meters, generator transfer receptacles, power distribution cabinets, manual transfer switches, and main service disconnect switches, new sump pumps, piping and valves, new lighting, and facilities and site structures, as well as the restoration of property, curbs, streets, rights-of-way, driveways, sidewalks, and easements affected by the improvements and all other work and equipment necessary and incidental to the improvements.

*[Map on following page]*

# Oakland County Village of Lake Orion 2024 Sanitary Sewer System Improvements

## Map

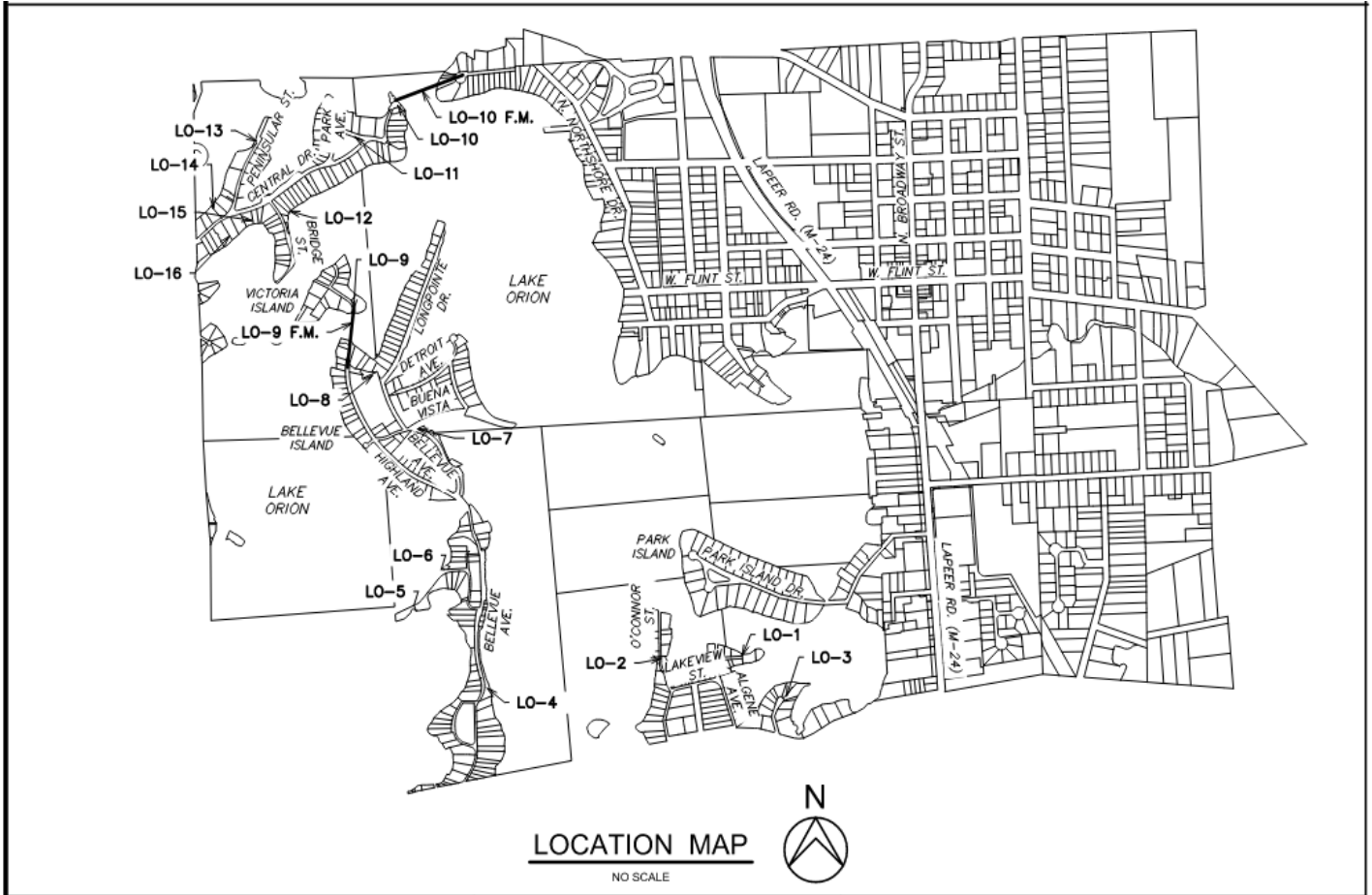





EXHIBIT B  
Estimate of Cost and Period of Usefulness

Project Cost Estimate for  
Lake Orion Lift Stations  
PRJ1-3381  
December 2023

	Total Cost
1) <b>Construction (FAC)</b>	
Project Construction Cost (Est)	\$ 7,246,000
	Sub-Total \$ 7,246,000
2) <b>Project Development: Engineering Consulting (ENG CON)</b>	
Preliminary Design	\$ -
Design	\$ 242,000
CCA	\$ 124,800
Scheduling Consultant	\$ -
Additional Special Services	\$ -
	Sub-Total \$ 367,000
3) <b>Project Financing &amp; Legal (LEGAL)</b>	
Project Insurance	\$ -
Bond Issuance (Legal)	\$ 24,500
Bond Issuance (Financial Consultant)	\$ 19,200
Bond Ratings-Official Statement	\$ 25,000
Legal Fees (contract agreements)	\$ 30,000
Wetland Mitigation	\$ -
	Sub-Total \$ 99,000
3) <b>Right-of-Way Services (ROW)</b>	
Easement Fees	\$ 30,000
Legal Fees (easement)	\$ 50,000
Permits	\$ 5,000
County Personnel Time	\$ 42,703
	Sub-Total \$ 128,000
4) <b>Exclusive County Services:</b>	
Administration (ADM)	\$ -
Engineering-OCWRC (ENG)	\$ 153,748
Construction Inspection (INS)	\$ 253,446
Surveying (SUR)	\$ 9,117
O&M/Equipment Startup and Training/Corrections-OCWRC (STD)	\$ 18,003
	Sub-Total \$ 435,000
5) <b>Subtotal:</b>	<b>\$ 8,275,000</b>
6) <b>Contingency (10%)</b>	<b>\$ 828,000</b>
	<b>Total Project Cost \$ 9,103,000</b>

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be 20 years and upwards.

By:   
\_\_\_\_\_  
Jennifer Cook  
Project Engineer



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** May 28, 2024

**TOPIC** Introduction of FY 2024-25 Water and Sewer Rates Resolution and Scheduling of Public Hearing

**BACKGROUND BRIEF:**

Administration will be introducing the proposed FY 2024-25 water and sewer rates at Tuesday's Council meeting with a brief presentation and will request that Council schedule a public hearing on the proposed rates in accordance with ordinance requirements for Monday, June 10, 2024.

Council will receive the rates resolution and presentation at Tuesday's meeting.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

Water ready-to-serve charge will increase by 10.52% while commodity charge will increase by 7.25%. Sewer ready-to-serve charge will increase by 4.70%, while commodity charge will increase by 13.43%.

**RECOMMENDED MOTION:**

To schedule a public hearing on the proposed FY 2024-25 water and sewer rates and charges for Monday, June 10, 2024, at 7:30 PM, and request that the Village Clerk public the required notice of the public hearing.

VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

RESOLUTION NO. 2024-\_\_

A RESOLUTION ESTABLISHING SEWER AND WATER FEES AND CHARGES PURSUANT TO  
CHAPTERS 51 AND 53 OF THE VILLAGE OF LAKE ORION CODE OF ORDINANCES.

**WHEREAS,** Chapter 51 of the Village of Lake Orion Code of Ordinances permits the village council to establish certain sewer fees and charges by resolution of the village council at a regular meeting after a public hearing; and

**WHEREAS,** Chapter 53 of the Village of Lake Orion Code of Ordinances permits the village council to establish certain water fees and charges by resolution of the village council at a regular meeting after a public hearing; and

**WHEREAS,** The Village Manager has submitted recommendations on necessary adjustments to water and sewer fees and charges; and

**WHEREAS,** The Lake Orion village council held a public hearing on the proposed water and sewer fees and charges pursuant to village code on June 10, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the Lake Orion village council does hereby establish the following sewer and water fees and charges pursuant to Chapters 51 and 53 of the Village of Lake Orion Code of Ordinances effective July 1, 2024, unless otherwise indicated:

**SEWER FEES AND CHARGES**

**1. Capital Connection Charges:**

- a. \$1,000.00 per connection if paid in cash; \$1,500.00 per connection if payment deferred (pursuant to Section 51.25(A))
- b. ~~\$2,000.00~~ **2,060.00** for the first residential equivalent unit (REU); ~~\$200.00~~ **206.00** for each additional unit or fraction thereof (pursuant to Section 51.25(B)) effective upon adoption of this resolution and to increase by three percent (3%) on each July 1 thereafter

**2. Lateral Benefit Fees:**

- a. \$2,500.00 per connection if paid in cash; \$3,750.00 per connection if payment deferred (pursuant to Section 51.26(A))

- b. ~~\$3,605.00~~ **3,713.00** per connection (pursuant to Section 51.26(B)), with said fee to increase by three percent (3%) on each July 1 thereafter

**3. Sewage Disposal Charges:**

**a. Metered usage charges:**

- i. ~~\$6.32~~ **7.17** per unit

**b. Residential Unmetered usage charges (equal to base cost and cost for 33.42 units plus 10%):**

- i. ~~\$305.81~~ **372.44** per quarter

**c. Quarterly base surcharge (per quarter):**

- i. Residential water off - ~~\$94.52~~ **98.96**
- ii. Residential metered up to 1" - ~~\$94.52~~ **98.96**
- iii. Multi-Family and Commercial metered up to ¾" - ~~\$94.59~~ **99.04**
- iv. Multi-Family and Commercial metered 1" - ~~\$168.16~~ **176.07**
- v. Multi-Family and Commercial metered 1.5" - ~~\$378.36~~ **396.15**
- vi. Multi-Family and Commercial metered 2" - ~~\$672.65~~ **704.26**
- vii. Multi-Family and Commercial metered 3" - ~~\$1,513.45~~ **1,584.59**

**d. Industrial Waste Control (IWC) Charges** – Set by Great Lakes Water Authority (schedule attached)

**e. Pollutant Surcharges** – Set by Great Lakes Water Authority (schedule attached)

**4. Debt charges** – Included in ready-to-serve charge

**5. Permit and inspection fees** – Set by Oakland County Water Resources Commissioner's Office

**6. Service or Repairs to Private Property or Lines** – Set by Oakland County Water Resources Commissioner's Office

**WATER FEES AND CHARGES**

**1. Water Tap and Meter Fees:**

- a. ¾" tap - ~~\$2,150.00~~ 2,215.00
- b. 1" tap - ~~\$2,389.00~~ 2,460.00
- c. 1-1/2" tap - ~~\$3,105.00~~ 3,198.00
- d. 2" tap - ~~\$4,060.00~~ 4,182.00
- e. Greater than 2" tap - ~~\$5,374.00~~ 5,535.00 tap fee. Customer is responsible for making the tap and to pay for the meter at cost plus 20% administrative fee

**2. Quarterly Ready to Serve Charges (per quarter):**

- a. Residential water off - ~~\$72.37~~ 79.98
- b. Residential metered up to ¾" - ~~\$72.37~~ 79.98
- c. Residential metered 1" - ~~\$90.47~~ 99.98
- d. Residential unmetered - ~~\$90.47~~ 99.98
- e. Multi-Family and Commercial metered 1" - ~~\$90.47~~ 99.98
- f. Multi-Family and Commercial metered 1.5" - ~~\$253.28~~ 279.92
- g. Multi-Family and Commercial metered 2" - ~~\$484.86~~ 535.85
- h. Multi-Family and Commercial metered 3" - ~~\$1,085.57~~ 1,199.74

**3. Water Usage Charges:** ~~\$6.32~~ 6.78 per unit

~~**4. Fire Hydrant Standby Water Charge to Township** - \$16.39 per fire hydrant~~

**5. Water Turn-On and Turn-Off Charge** - \$75.00

**6. Cross Connection Inspection Fee** - Actual contractor cost plus 10% administrative fee

**7. Service or Repairs to Private Property, Meters, or Lines** - Actual labor, material, and equipment cost plus ten percent (10%) administrative fee; contractual overtime labor charges apply outside of regular working hours

**BE IT FURTHER RESOLVED** that these rates shall automatically adjust annually by three percent (3%) unless council establishes other rates by resolution at a regular meeting after a public hearing.

**Great Lakes Water Authority  
 Approved FY 2025 Sewage Disposal System  
 Industrial Specific Retail Charges  
 Effective Date: July 1, 2024**

**Industrial Waste Control Charges**

<b>Meter Size</b>	<b>Full Charge</b>	<b>Admin Only Charge</b>
<u>inches</u>	<u>\$/mo</u>	<u>\$/mo</u>
5/8	3.72	0.93
3/4	5.58	1.40
1	9.30	2.33
1-1/2	20.46	5.12
2	29.76	7.44
3	53.94	13.49
4	74.40	18.60
6	111.60	27.90
8	186.00	46.50
10	260.40	65.10
12	297.60	74.40
14	372.00	93.00
16	446.40	111.60
18	520.80	130.20
20	595.20	148.80
24	669.60	167.40
30	744.00	186.00
36	818.40	204.60
48	892.80	223.20

**Pollutant Surcharges**

<u>Pollutant</u>	<u>Charge</u>
	<u>\$/lb</u>
BIOCHEMICAL OXYGEN DEMAND (BOD) for concentrations > 275 mg/l	0.392
TOTAL SUSPENDED SOLIDS (TSS) for concentrations > 350 mg/l	0.525
PHOSPHORUS (P) for concentrations > 12 mg/l	7.571
FATS, OIL AND GREASE (FOG) for concentrations > 100 mg/l	0.125
SEPTAGE DISPOSAL FEE Per 500 gallons of disposal	38.00

FINAL ANALYSIS RATE CALCULATION - CURRENT FISCAL YEAR		2024				RTS CHARGE		VOLUME CHARGE	
Lake Orion Water	ANNUAL BUDGET	PERCENT FIXED EXPENSES	ASSIGNED AS FIXED EXPENSES	ANTICIPATED ANNUAL METER EQUIVALENTS	COST PER METER EQUIVALENT	ASSIGNED AS VARIABLE EXPENSES	ANTICIPATED EQUIVALENT UNITS	\$ COST PER 100 CUBIC FEET	
OPERATING EXPENSES	\$420,749	40%	\$168,300	6,883	\$24.45	\$252,449	115,823	\$2.190	
PURCHASED WATER	\$499,653	0%	\$0	6,883	\$0.00	\$499,653	115,823	\$4.314	
OPERATION & MAINTENANCE EXPENSES	\$920,402		\$168,300		\$24.45	\$752,102		\$6.494	
<b>DEBT - PRINCIPAL &amp; INTEREST ANNUAL PAYMENTS</b>									
2017 water srfl	\$360,214	100.00%	\$360,214	6,883	\$52.33	\$0	115,823	\$0.00	
ANNUAL DEBT PAYMENTS PRINCIPAL & INTEREST	\$360,214		\$360,214		\$52.33	\$0		\$0.00	
ANNUAL O & M + DEBT	\$1,280,616		\$528,514		\$76.78	\$752,102		\$6.49	
NON SALES INCOME	\$0	40%	\$0		\$0.00	\$0		\$0.000	
REVENUE COLLECTED THROUGH RATES	\$1,280,616		\$528,514			\$752,102			
<b>CALCULATED RATE O &amp; M + DEBT</b>		<b>METER EQUIVALENT</b>		<b>QUARTER</b>				<b>\$76.78</b>	<b>\$6.49</b>
				<b>CURRENT RATE</b>				<b>\$72.37</b>	<b>\$6.32</b>
<b>RESERVES</b>									
EQUIPMENT REPLACEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$25,000	40%	\$10,000	6,883	\$1.45	\$15,000	115,823	\$0.13	
EQUIPMENT REPLACEMENT & RESERVE REQUIREMENTS	\$25,000		\$10,000		\$1.45	\$15,000		\$0.13	
CAPITAL IMPROVEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$30,000	40%	\$12,000	6,883	\$1.74	\$18,000	115,823	\$0.16	
CAPITAL + EQUIPMENT & RRI RESERVES	\$55,000		\$22,000		\$3.20	\$33,000		\$0.28	
ADOPTED BUDGET	\$1,335,616		\$550,514	6,883		\$785,102	115,823		
REVENUE COLLECTED CALCULATED RATES	\$1,335,616	40.00%	\$550,514			\$785,102			
REVENUE COLLECTED CURRENT RATES	\$1,332,197								
<b>CALCULATED RATE PER METER EQUIVALENT</b>					<b>PER QUARTER</b>	<b>\$79.98</b>	<b>RATE PER 100 CUFT</b>		<b>\$6.78</b>
ANNUAL METER EQUIVALENTS / REV'S COUNT	6,883		CURRENT RATES		\$72.37			\$6.32	
ANTICIPATED EQUIVALENT GALLONS / UNITS	115,823		PERCENT INCREASE		10.52%			7.25%	
INVOICES PER YEAR	4		INCREASE OF		\$7.61			\$0.46	
TOTAL NUMBER OF CUSTOMERS / METERS	1,460				0			\$6.78	
ANTICIPATED UNITS INVOICED	11,562,298								
GALLONS USED	4,000								
AMOUNT OF BILL	\$293.34								
PERCENT INCREASE	8%					EVERY MILLION GALLONS GENERATES REVENUE OF		\$6,778	
NOTES	PERCENT RESERVE		4.1%						

MICHIGAN RURAL WATER ASSOCIATION RATE EVALUATION PROGRAM

Section 11, Item B.

FINAL ANALYSIS RATE CALCULATION - CURRENT FISCAL YEAR		2024				RTS CHARGE			
Village of Lake Orion Sanitary sewer System	ANNUAL BUDGET	PERCENT FIXED EXPENSES	ASSIGNED AS FIXED EXPENSES	ANTICIPATED ANNUAL METER EQUIVALENTS	COST PER METER EQUIVALENT	ASSIGNED AS VARIABLE EXPENSES	ANTICIPATED EQUIVALENT UNITS	CHARGE \$ COST PER 100 CUBIC FEET	
OPERATING EXPENSES	\$1,063,452	40%	\$425,381	5,774	\$73.67	\$638,071	89,010	\$7.169	
PURCHASED WATER		40%	\$0	5,774	\$0.00	\$0	89,010	\$0.000	
OPERATION & MAINTENANCE EXPENSES	\$1,063,452		\$425,381		\$73.67	\$638,071		\$7.169	
<b>DEBT - PRINCIPAL &amp; INTEREST ANNUAL PAYMENTS</b>									
All Sewer Bonds 2010A, 2011, 2013A, 2014A, 2015, 2015-SAW, 2019A, 2019B, 2020A	\$86,013	100.00%	\$86,013	5,774	\$14.90	\$0	89,010	\$0.00	
<b>NEW ANTICIPATED CAPITAL LOANS</b>									
LO Pump Station, Sewer and Manhole CIP	\$60,000	100%	\$60,000	5,774	\$10.39	\$0	89,010	\$0.00	
	\$0	100%	\$0	5,774	\$0.00	\$0	89,010	\$0.00	
	\$0	100%	\$0	5,774	\$0.00	\$0	89,010	\$0.00	
	\$0	100%	\$0	5,774	\$0.00	\$0	89,010	\$0.00	
ANNUAL DEBT PAYMENTS PRINCIPAL & INTEREST	\$146,013		\$146,013		\$25.29	\$0		\$0.00	
ANNUAL O & M + DEBT	\$1,209,465		\$571,394		\$98.96	\$638,071		\$7.17	
NON SALES INCOME	\$0	40%	\$0		\$0.00	\$0		\$0.000	
REVENUE COLLECTED THROUGH RATES	\$1,209,465		\$571,394			\$638,071			
<b>CALCULATED RATE O &amp; M + DEBT</b>					METER EQUIVALENT	QUARTER		\$98.96	\$7.17
					CURRENT RATE			\$94.52	\$6.32
<b>RESERVES</b>									
CAPITAL IMPROVEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$0	40%	\$0	5,774	\$0.00	\$0	89,010	\$0.00	
CAPITAL + EQUIPMENT & RRI RESERVES	\$0		\$0		\$0.00	\$0		\$0.00	
ADOPTED BUDGET	\$1,209,465		\$571,394	5,774		\$638,071	89,010		
REVENUE COLLECTED CALCULATED RATES	\$1,209,465	40.00%	\$571,394			\$638,071			
REVENUE COLLECTED CURRENT RATES	\$1,148,109								
<b>CALCULATED RATE PER METER EQUIVALENT</b>					PER QUARTER	\$98.96	RATE PER 100 CUFT		\$7.17
ANNUAL METER EQUIVALENTS / REV'S COUNT	5,774		CURRENT RATES		\$94.52			\$6.32	
ANTICIPATED EQUIVALENT GALLONS / UNITS	89,010		PERCENT INCREASE		4.70%			13.43%	
INVOICES PER YEAR	4		INCREASE OF		\$4.44			\$0.85	
TOTAL NUMBER OF CUSTOMERS / METERS	1,318		sewer usage multi commercial		\$99.04			\$7.17	
ANTICIPATED UNITS INVOICED	8,901,022								
GALLONS USED	3,000								
AMOUNT OF BILL	\$314.02								
PERCENT INCREASE	11%					EVERY MILLION GALLONS GENERATES REVENUE OF		\$7,169	
NOTES	PERCENT RESERVE		0.0%						



2024 SUMMARY OF NEW CHARGES "ALL ENTITIES" YEAR 1

Lake Orion Water					
	CURRENT	NEW	DIFFERENCE		
PER 100 CUFT	\$6.32	\$6.78			\$0.46
<b>2024</b>					
METER SIZE IN INCHES	CURRENT	NEW	READY TO SERVE PER QUARTER	METER EQUIVALENT FACTOR	DIFFERENCE PER QUARTER
3/4	\$72.37	\$79.98	\$79.98	1.00	\$7.61
1	\$90.47	\$99.98	\$99.98	1.25	\$9.51
1 1/2	\$253.28	\$279.92	\$279.92	3.50	\$26.64
2	\$484.86	\$535.85	\$535.85	6.70	\$50.99
3	\$1,085.57	\$1,199.74	\$1,199.74	15.00	\$114.17
4	\$0.00	\$0.00	\$0.00	0.00	\$0.00

2024 SUMMARY OF NEW CHARGES "ALL ENTITIES" YEAR 1

		Village of Lake Orion Sanitary sewer System						sewer usage multi commercial		Non residential IWC	
	CURRENT	NEW	DIFFERENCE		CURRENT	NEW		CURRENT	NEW	CURRENT	NEW
PER 100 CUFT	\$6.32	\$7.17	\$0.85					\$6.32	\$7.17	\$0.00	\$7.17
<b>2024</b>	<b>CURRENT</b>	<b>NEW</b>	<b>DIFFERENCE PER QUARTER</b>		<b>CURRENT</b>	<b>NEW</b>	<b>DIFFERENCE PER QUARTER</b>	<b>CURRENT</b>	<b>NEW</b>	<b>CURRENT</b>	<b>NEW</b>
METER SIZE IN INCHES	READY TO SERVE PER QUARTER	READY TO SERVE PER QUARTER	METER EQUIVALENT FACTOR		READY TO SERVE PER QUARTER	READY TO SERVE PER QUARTER		READY TO SERVE PER QUARTER	READY TO SERVE PER QUARTER	READY TO SERVE PER QUARTER	
3/4	\$94.52	\$98.96	1.00	\$4.44	\$94.59	\$99.04		\$94.59	\$99.04	\$13.04	\$13.66
1	\$0.00	\$175.93	1.78	\$175.93	\$168.16	\$176.07		\$168.16	\$176.07	\$23.19	\$24.28
1 1/2	\$0.00	\$395.85	4.00	\$395.85	\$378.36	\$396.15		\$378.36	\$396.15	\$52.17	\$54.62
2	\$0.00	\$703.73	7.11	\$703.73	\$672.65	\$704.26		\$672.65	\$704.26	\$92.75	\$97.11
3	\$0.00	\$1,583.40	16.00	\$1,583.40	\$1,513.45	\$1,584.59		\$1,513.45	\$1,584.59	\$208.68	\$218.49
4	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00



**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC** Resolution Approving FY 2024-25 Non-Union Pay Ranges and Pay Rates

**BACKGROUND BRIEF:**

The Village Manager is recommending that the Village Council adopt a resolution establishing FY 2024-25 salary and pay ranges for administrative officer and non-union positions of the Village as well as a 5% salary or wage adjustment for employees currently filling those positions. The salary and wage increase is commensurate with the increases proposed or approved for the POAM and AFSCME employees. The adjustments to the salary or wage ranges is commensurate with the Michigan Department of Treasury inflation rate of 5.1% for the past year.

Attached is the proposed resolution for consideration by Council.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

Please refer to the attached resolution. Wage and salary increases will also result in commensurate increases in payroll taxes (7.65% of the increased pay) and contributions to employee defined contribution retirement programs (10% of the increase in the base pay).

**RECOMMENDED MOTION:**

To adopt the following resolution approving the FY 2024-25 non-union pay ranges and rates:

VILLAGE OF LAKE ORION  
 COUNTY OF OAKLAND  
 STATE OF MICHIGAN

COUNCIL RESOLUTION

**A RESOLUTION SETTING THE FY 2024-25 PAY RANGES AND PAY RATES OF ADMINISTRATIVE OFFICERS AND NON-UNION EMPLOYEES OF THE VILLAGE OF LAKE ORION PURSUANT TO SECTION 3.10 OF THE VILLAGE CHARTER.**

**WHEREAS**, Section 3.10 of the Village of Lake Orion charter requires the village council to set the salaries for the administrative officers of the village in accordance with budgetary appropriations; and

**WHEREAS**, the current administrative officers of the village are the Village Manager, Clerk/Treasurer, Deputy Clerk/Treasurer, Attorney, Finance Director/Treasurer, Police Chief, and Public Works Director; and

**WHEREAS**, the Village Attorney is currently an independent contractor position rather than a full-time position of the village and is compensated under a separate professional services contract; and

**WHEREAS**, the village council desires to establish the pay ranges and pay rates for the administrative officer and non-union positions of the village except for the Village Attorney;

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Section 3.10 of the Village of Lake Orion charter, and in accordance with budget appropriations, the village council for the Village of Lake Orion does hereby establish the FY 20224-25 pay ranges and pay rates for the administrative officers and non-union positions of the village effective July 1, 2024, as follows:

<u>POSITION</u>	<u>MINIMUM SALARY</u>	<u>MAXIMUM SALARY</u>	<u>SALARY</u>
	<u>5% Adjustment</u>	<u>5% Adjustment</u>	<u>5% Adjustment</u>
Village Manager	<del>85,000</del> 89,250	<del>104,000</del> 109,200	<del>90,950</del> Pending Evaluation
Clerk/Treasurer	<del>66,000</del> 69,300	<del>83,000</del> 87,150	<del>74,500</del> 78,225
Deputy Clerk/ Treasurer	<del>59,000</del> 61,950	<del>76,000</del> 79,800	<del>62,000</del> 65,100
Deputy Finance Director/Treasurer	<del>24.04 per hour</del> 25.24 per hour	<del>31.25 per hour</del> 32.81 per hour	<del>24.04 per hour</del> 25.24 per hour
Office Coordinator	<del>20.00 per hour</del>	<del>24.00 per hour</del>	<del>22.96 per hour</del>
Account Clerk	21.00 per hour	25.20 per hour	24.11 per hour
Utility Billing Clerk			
Public Works Director	<del>66,000</del> 69,300	<del>83,000</del> 87,150	<del>67,662</del> 71,045

Police Chief	<del>70,000</del> 73,500	<del>89,000</del> 93,450	VACANT
Police Lieutenant	<del>30.92 per hour</del> 32.47 per hour	<del>38.47 per hour</del> 40.39 per hour	<del>35.47 per hour</del> 37.24 per hour
Lifeguard Supervisor			<del>19.00 per hour</del> 20.00 per hour
Lifeguard – Returning	<del>10.00 per hour</del>	<del>16.00 per hour</del>	<del>17.00 per hour</del> 18.00 per hour
Lifeguard – New	<del>10.00 per hour</del>	<del>16.00 per hour</del>	<del>16.00 per hour</del> 17.00 per hour

**BE IT FURTHER RESOLVED** that the Village Council hereby authorizes the Village Manager to make the necessary adjustments to the FY 2024-25 Budget to provide the necessary appropriations to implement and administer this pay plan on behalf of the village.

- AYES:
- NAYS:
- ABSENT:

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL DURING ITS REGULAR MEETING HELD ON MAY 28, 2024.

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Sonja Stout, Village Clerk



**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC** Phone System and Cable Services Contract – MISwitch Communications

**BACKGROUND BRIEF:**

Administration is requesting that Village Council approve the Village Hall phone system contract renewal with MISwitch Communications and to approve a transfer of administration of cable television and internet services to MISwitch. The phone system contract expires on May 31, 2024, and the new contract would be a 3-year contract running from June 1, 2024, through June 30, 2027, to align with the Village’s fiscal year. The Village currently receives cable television and internet services directly through Comcast, but transferring administration of the service to MISwitch will allow the company to more effectively manage the Village’s cable and internet services and will result in lower costs. Comcast will still serve as the cable and internet provider for Village Hall.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

**FINANCIAL IMPACT:**

The Village currently pays \$599.68 per month for phone services and \$678.35 per month for cable services, for a total of \$1,278.03 per month. MISwitch Communications is proposing to continue to provide phone services for \$552.70 per month and cable television and internet services for \$406.62 per month, for a total of \$959.32 monthly. The Village would realize a cost savings of \$318.71 per month (\$11,792.27 over the life of the 3 years and one month of the new contract).

**RECOMMENDED MOTION:**

To approve a contract renewal for Village Hall phone system services to MISwitch Communications in accordance with its proposal dated May 28, 2024, in the total estimated amount of \$552.70 monthly and to approve a contract with MISwitch Communications in accordance with its proposal dated May 28, 2024, for Village Hall cable television and internet services in the total estimated monthly amount of \$406.62, with both contracts to run from June 1, 2024, through June 30, 2027. Governmental fees and taxes are not included in these contract amounts. The Village Manager is authorized to execute all necessary documents related to these contract awards.

## Monthly Savings Analysis

Section 11, Item D.



**Customer:**  
**Agent:**  
**Date Prepared:**

The Village of Lake Orion
Jack Farstvedt, MISWITCH Communications
5/28/2024

<b>TOTAL ESTIMATED BILLING MISWITCH:</b>	<b>\$406.62</b>
<b>Estimated Monthly Savings with MISWITCH</b>	<b>\$271.73</b>
<b>Estimated 12 Month Savings (1)</b>	<b>\$3,260.76</b>
<b>Estimated 36 Month Savings (1)</b>	<b>\$9,782.28</b>

Carrier	Current Comcast Bill	Rate	Cost
Service Address	21 E Church Street, lake orion, MI 48362		
BTN			
	Business Internet 1gig, 1 mobility line		\$524.95
	Promotional Discount		-\$149.95
	TV Select		\$39.95
	Wifi Pro & Expanded Coverage		\$44.85
	Security Edge		\$29.95
	2 Mobility Voice Lines		\$89.90
	TV Adapter and Equipment Fees		\$63.25
	Broadcast Service Fees		\$35.45
			\$678.35

Carrier	Updated Comcast Bill	Rate	Cost
Service Address	21 E Church Street, lake orion, MI 48362		
BTN			
	Business Internet Gigabit Extra, Security Edge,1 mobility line		\$414.00
	Promotional Discount		-\$189.00
	2 Mobility Lines		\$50.00
	TV Select		\$57.95
	Wifi Pro - 2 Access Points		\$52.85
	Equipment & Fees		\$49.80
	TV & Line Bundle Promotion		-\$28.98
			\$406.62

**Monthly      One Time Charges**

- NOTES:**
- 1) This side by side comparison of your telephone bill is an estimate for one month only. Actual savings may differ depending on month over month usage patterns or changes to your services over time.
  - 2) Comparison is based on invoice information provided to MISWITCH. If customer has other features that are not indicated on the bill, this may result in additional charges.
  - 3) Prices represent preliminary qualification of services. Actual availability cannot be determined until order placement. This proposal is also contingent upon final engineering and site survey (if required) to confirm facility availability to the specific locations. If special construction necessitates additional charges, the customer will have the option to accept the additional charges within ten (10) business days or cancel the order without penalty.
  - 4) Any Early Termination Fee ("ETF") estimates listed in proposal are only estimates. MISWITCH assumes no responsibility for omissions or if actual ETF's differ from estimates. It is the customer's responsibility to fully understand its contract structure(s) with its current carrier(s). Spectrotel will not reimburse early termination fees unless the customer receives written approval from MISWITCH specifying the amount. Customer must present the bill showing the ETF charge to MISWITCH to receive reimbursement credit. Early termination fees are not applicable if the customer is not on a term contract with their underlying carrier.
  - 5) Analysis does not include governmental taxes, surcharges or fees.
  - 6) Pricing is valid for 30 days.

Monthly Savings Analysis



Customer:  
Agent:  
Date Prepared:

The Village of Lake Orion  
Jack Farstvedt, MISWITCH Communications  
5/28/2024

<b>TOTAL ESTIMATED BILLING MISWITCH:</b>	<b>\$552.70</b>
Estimated Monthly Savings with MISWITCH	\$46.98
Estimated 12 Month Savings (1)	\$563.76
Estimated 36 Month Savings (1)	\$1,691.28

Carrier	Current Phone System Price	Rate	Cost
Service Address	21 E Church Street, lake orion, MI 48362		
BTN			
4	MiConnect Basic Seat	\$11.64	\$46.56
18	MiConnect PLUS Seat	\$26.99	\$485.82
15	MiConnect Virtual Extensions	\$2.99	\$44.85
1	E911 Service Charge	\$2.50	\$2.50
1	Instant Fax ATA Service	\$19.95	\$19.95
			\$599.68

Carrier	Updated Phone System Renewal Price	Rate	Cost
Service Address	21 E Church Street, lake orion, MI 48362		
Qty			
19	MiConnect Standard Seat	\$24.99	\$474.81
6	MiConnect Virtual Extensions	\$2.99	\$17.94
25	Compliance and Administration Recovery Charge	\$1.50	\$37.50
1	E911 Service Charge	\$2.50	\$2.50
1	Instant Fax ATA Service	\$19.95	\$19.95
			\$552.70





Home



Users



Conferences



Auto Attendants



Call Queues



Time Frames



Music On Hold



Inventory



Reporting

# Business Phone System



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MISWITCH provides simple to use and reliable PBX service, along with many new features.

 <p><b>MOBILE APP</b></p> <p>Run your business from your mobile phone. Using our mobile app, you can seamlessly move calls from your business line to your cell phone.</p>	 <p><b>SMS</b></p> <p>Activate SMS capabilities to send and receive text messages from your business number!</p>	 <p><b>FAX</b></p> <p>Integrated Fax to email and Fax adapters allow you to eliminate expensive analog lines and improve productivity.</p>	 <p><b>ENHANCED VOICEMAIL</b></p> <p>Get voicemails delivered directly to your email or as an SMS message right to your cell phone.</p>
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COMMUNICATIONS

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**UNMATCHED RELIABILITY**

MISWITCH operates on redundant Infrastructure as a service hosted in Dallas, Atlanta, and Las Vegas. With seamless failover, our network architecture guarantees the highest uptime.

**Geo-Redundant Network**

ATL Geo-Node      DAL Geo-Node      LAS Geo-Node

**PRODUCTS FOR EVERY NEED**



**CLOUD VOICE/HOSTED PBX**

Take full advantage of the SIP network architecture to deliver a comprehensive set of Class 5 and IP-Centrex calling features in a flexible, efficient and future-proof format.



**CONTACT AND CALL CENTER**

Offers carrier class contact and call center service to businesses of all sizes and industries. The all-in-one virtual contact center suite offers ACD with Call Queuing, self-service via Interactive Voice Response (IVR), predictive outbound dialing, recording, administrative tools and extensive integration capabilities.



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Streamline communication and customer engagement with quick and effective messaging supported by business SMS. This integrated internal system is a top sell for UCaaS providers, allowing anyone to text using a business identity—even from a personal device.



**VIRTUAL FAX**

Virtual faxing (or cloud faxing) is an excellent way for resellers to replace analog fax machines with quick and effective fax servers. Improve success with an innovative online method for sending and receiving electronic transmissions. Features include a mobile app.



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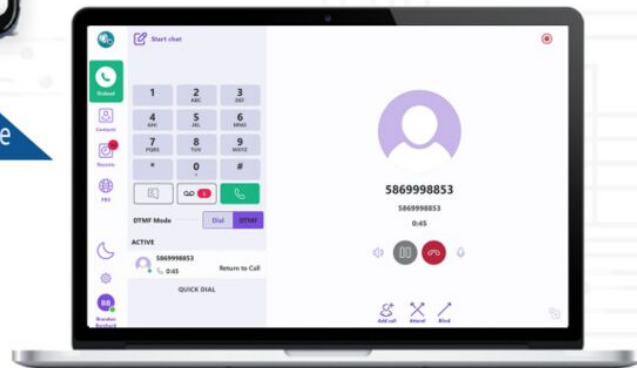
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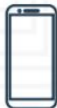
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<p>Conferencing</p>	<p>Yealink CP925</p> 	<p>Yealink CP935</p> 	<p>Yealink CP965</p> 
<p>Wireless</p>	<p>Yealink W73H DECT</p> 	<p>Yealink WH62-UC Mono/Duo</p> 	<p>Yealink WH67</p> 
<p>Accessories</p>	<p>Yealink CP700</p> 	<p>Yealink CP900</p> 	<p>Yealink BLT60 Busy Light</p> 

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**MISWITCH COMMUNICATIONS**

118 Indianwood Rd Unit 6  
 Lake Orion, MI 48362  
 United States

T: (248) 929-9950

**Prepared for** Village of Lake Orion  
 Darwin McClary  
 21 E Church St  
 Orion Township, MI 48362  
 United States

T: (248) 693-8391 ext. 101  
 E: mcclaryd@lakeorion.org

<b>Quote #</b>	2237 v2
<b>Date</b>	28 May 2024
<b>Expires</b>	19 Aug 2024
<b>Contact</b>	Brandon Burchard

**ACCEPT QUOTE**

## MISWITCH Proposal Summary

### Monthly Fees

Item	Qty	Price	Total
<b>MISWITCH Standard Seat - 3 Year Term</b>	19	\$24.99	<b>\$474.81</b>
<u>Unlimited Support and Configuration Changes:</u> Unlimited Support and Configuration Changes			
<b>MISWITCH Virtual Extension with Enhanced VM &amp; DN</b>	6	\$2.99	<b>\$17.94</b>
<b>Compliance and Administration Recovery Charge</b>	25	\$1.50	<b>\$37.50</b>
<b>E911 Service Charge</b>	1	\$2.50	<b>\$2.50</b>
<b>Instant Fax ATA Service</b>	1	\$19.95	<b>\$19.95</b>

Please contact us if you have any questions.

**Total Monthly** **\$552.70 USD**

**ACCEPT QUOTE**

### Cost Breakdown

Category	Monthly Fees
Monthly Recurring Services / Seats and Extensions	\$474.81
Monthly Recurring Services / Software Applications	\$17.94
Monthly Recurring Services / Fees	\$40.00
Monthly Recurring Services / Faxing	\$19.95
<b>Total</b>	<b>\$552.70 USD</b>

### Additional Details

**Agent:** View 1334 Jack Farstvedt

**Order Type:** Renewal



**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** May 28, 2024

**TOPIC** Periodic Performance Evaluation – Village Manager

**BACKGROUND BRIEF:**

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

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

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

04/22/2024 – Council removed performance evaluation from agenda due to absence of some council members.

05/13/2024 – Council convened into closed session and then reconvened into open session and moved the evaluation to Council’s May 28, 2024, meeting.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTION:**

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



March 13, 2024

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

**RE: VILLAGE MANAGER PERIODIC PERFORMANCE EVALUATION**

Dear Honorable President Narsh:

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

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

Sincerely,



Darwin D. P. McClary

## VILLAGE OF LAKE ORION VILLAGE MANAGER EMPLOYMENT AGREEMENT

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

### RECITALS:

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

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

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

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

### SECTION 1. DUTIES

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

### SECTION 2. TERM

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



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

**SECTION 3. SUSPENSION**

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

**SECTION 4. TERMINATION**

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

**SECTION 5. TERMINATION PROVISIONS**

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

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

**SECTION 6. DISABILITY**

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

**SECTION 7. SALARY**

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

**SECTION 8. PERFORMANCE EVALUATIONS**

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

**SECTION 9. HOURS OF WORK**

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

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

**SECTION 10. AUTOMOBILE ALLOWANCE**

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

**SECTION 11. HOLIDAY AND VACATION LEAVE**

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

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

**SECTION 12. GENERAL/SICK LEAVE**

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

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

**SECTION 13. DISABILITY, HEALTH AND LIFE INSURANCE**

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

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

**SECTION 14. RETIREMENT**

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

**SECTION 15. DUES AND SUBSCRIPTIONS**

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

**SECTION 16. PROFESSIONAL DEVELOPMENT**

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

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

**SECTION 17. INDEMNIFICATION**

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

**SECTION 18. BONDING**

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

**SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

**SECTION 20. NOTICES**

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

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

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

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

**SECTION 21. GENERAL PROVISIONS**

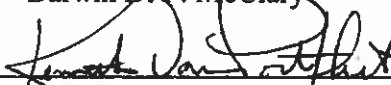
- A. The text herein shall constitute the entire Agreement between the parties.
- B. No modification of this agreement shall be valid unless such modification is approved by the Council, in writing and signed by the Village and Manager.
- C. This Agreement shall be binding upon and inure to the benefit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

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

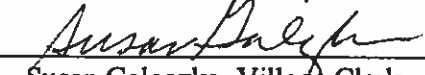
October 20, 2022

By:   
Darwin D. P. McClary

October 25, 2022

By:   
Ken Van Portfliet, Village President

October 25, 2022

By:   
Susan Galeczka, Village Clerk





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

Adopted: February 13, 2023

### VISION

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

### MISSION

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

### CORE VALUES

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

**GOALS AND OBJECTIVES**

- **Goal 1: Promote Sound and Prudent Financial Management**
  - **Objective 1.1: Identify, classify and determine use of all Village owned properties**. Consider possible license agreement options including use agreements with property owners on the lake for the Village owned right-of-way properties. Review Village owned properties to determine if any could be sold, licensed, or leased.
  - **Objective 1.2: Address parking needs of the downtown**, including pay to park- meters on street and a parking structure. Signage for employee parking areas. Consider Lumber Yard, parking deck and grants.
  - **Objective 1.3: Review Infrastructure Projects and Water and Sewer Rates Review**- Review the water and sewer rates based on the four-year step increases from 2022-2026 compared to current and future costs including infrastructure improvements of water and sewer system including the lift/pump stations.
  
- **Goal 2: Promote Proper Management of Capital Assets and Infrastructure**
  - **Objective 2.1: Water System Improvement Program - Phases 3/4**- Continue water main replacement program of the remaining old (1940) and undersized (>8”) mains. \$3,090,000 authorized bond balance (\$10,000,000 total) in 2018. Design engineering needs to be completed and grants/loans financing secured. This would include the lead goose neck/galvanized service lines as well.
  - **Objective 2.2: Sanitary Sewer System Improvement Program** – Prioritize a comprehensive sanitary sewer system improvement and funding plan, including repair and rehabilitation of pump/lift stations. SAD (special assessment district) option for sanitary sewer system improvements.
  - **Objective 2.3: DPW Yard site renovation plan** – Prepare a DPW Building improvement/replacement plan and provide funds for future needs. Prepare a DPW Yard site plan proposal.
  - **Objective 2.4: Create a comprehensive sidewalk improvement plan**
  - **Objective 2.5: Promote a comprehensive capital improvement plan and look for sustainable methods for funding**
  - **Objective 2.6: Replacement of Children’s Park Pedestrian Bridge** – The pedestrian bridge at Children’s Park to be replaced with bridge structure previously purchased.
  
- **Goal 3: Promote Quality Recreation Services and Environmental Stewardship**
  - **Objective 3.1: Paint Creek Stream Bank Stabilization** – Obtain grant funding to complete necessary improvements to the Paint Creek stream banks.

- **Objective 3.2: Review lake drawdown** – Lake lowering every five years - next 2027; structures issues; approval of EGLE/DNR; public input on value of continuing. Infrastructure spillway issue that goes under private property. Reevaluate engineering/repair of structures or abandon. Have hydrological study conducted on options. DNR cold water bottom draw down evaluation. Consider impact of further erosion of Paint Creek, consider deferring drawdown until bank is stabilized.
  
- **Goal 4: Promote a Positive Community Image**
  - **Objective 4.1: Increase/Promote clear & frequent communication from Village Council to residents & businesses:**
    - Newsletter (quarterly or more often)