



## AGENDA

### REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, July 16, 2024

6:30 PM

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

(248) 693-8391 ext. 102

1. **Call to Order**
2. **Roll Call and Determination of Quorum**
3. **Approval of Minutes**
  - A. June 18th, 2024 DDA Regular Meeting Minutes
  - B. July 8th, 2024 DDA Special Meeting Minutes
4. **Approval of Agenda**
5. **Call to the Public**

The DDA welcomes comments related to the work and spirit of the DDA on non-agenda items. Each person wishing to address the DDA Board shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair. Comments on the agenda items may be allowed upon the calling of the item.

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

6. **Consent Agenda**

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

- A. Financial Reports

7. **Financial Matters**

- A. Bill Approval

8. **New and Old Business**

- A. Offer to Purchase - Vacant Land
- B. Discussion and Decision - Lumber Yard Project Name
- C. Discussion and Decision - Nonprofit Organization

**9. Reports, Resolutions and Recommendations**

- A. Executive Director's Report
- B. Assistant Director's Report

**10. Board Comments and Training Feedback**

**11. Next Regular Meeting - August 20, 2024**

**12. Adjournment**

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

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



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## DDA SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC:** June 18<sup>th</sup>, 2024 DDA Minutes

**RECOMMENDED MOTION:** To approve the Downtown Development Authority Board Regular Meeting Minutes of June 18<sup>th</sup>, 2024.



# MINUTES

## REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, June 18, 2024

6:30 PM

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

(248) 693-8391 ext. 102

### 1. Call to Order

The June 18<sup>th</sup>, 2024 Downtown Development Authority Board of Directors Regular Meeting was called to order at 6:30 PM.

### 2. Roll Call and Determination of Quorum

#### PRESENT

Chairperson Debbie Burgess  
Vice Chairperson Sam Caruso  
Secretary Hank Lorant  
Board Member Lloyd Coe  
Board Member Sally Medina

#### ABSENT

Treasurer Matt Shell  
Board Member Alaina Campbell  
Board Member Chris Barnett  
Village President Jerry Narsh

#### STAFF PRESENT

DDA Executive Director Matthew Gibb  
DDA Assistant Director Janet Bloom  
Clerk/Treasurer Sonja Stout  
Deputy Clerk/Treasurer Lynsey Blough

### 3. Approval of Minutes

#### A. May 21, 2024 DDA Minutes

**MOTION** made by Secretary Lorant, Seconded by Board Member Coe, to approve the Downtown Development Authority Board Regular Meeting Minutes of May 21<sup>st</sup>, 2024.

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

**B. May 30, 2024 DDA Minutes**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Special Meeting Minutes of May 30<sup>th</sup>, 2024.

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

**4. Approval of Agenda**

**MOTION** made by Board Member Coe, Seconded by Secretary Lorant, to approve the agenda of June 18<sup>th</sup>, 2024, Downtown Development Authority Board Regular Meeting.

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

**5. Call to the Public**

None.

**6. Consent Agenda**

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

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

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

**A. New Office Lease**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to approve, receive and file the executed Lease Agreement between Nick Shillace, landlord, and the Lake Orion DDA, tenant, dated June 10, 2024, with rent paid from GL 248-260-941-000.

- VOTING YEA:** Burgess, Caruso, Lorant, Coe, Medina

**VOTING NAY:** None  
**ABSENT:** Shell, Campbell, Barnett, Narsh  
**MOTION:** Carried

**B. Financial Reports**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to receive and file the Financial Reports of May 2024.

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

**7. Financial Matters**

**A. Bill Approval**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to approve disbursements in the amount of \$25,881.44 for May 2024.

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

**8. New and Old Business**

**A. Update Façade and Preservation Grant Guidelines**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to approve the New Historic Preservation and Façade improvement Grant Program Guidelines and Application as presented, to be effective July 1, 2024.

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

**B. Lumber Yard – Tree and Brush Removal**

**MOTION** made by Board Member Coe, Seconded by Secretary Lorant, to approve the quote and invoice of Timber Beast Tree Service in the amount of \$8,000, directing payment on the invoice from GL 301-901-950-000 Demolition and Land Improvement.

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

**C. Lumber Yard – Parking and Drive Material**

**MOTION** made by Board Member Coe, Seconded by Secretary Lorant, to ratify and approve the single source quote for services and material to clean, secure and balance the westerly areas inside the existing lumber yard fencing, allowing safe, temporary parking prior to and through visitor heavy summer event schedules, in the amount of \$9,500 applying such expense to GL 301-901-950-000.

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

**9. Reports, Resolutions and Recommendations**

**A. Executive Director's Report**

**MOTION** made by Secretary Lorant, Seconded by Board Member Coe, to receive and file the Executive Director’s Report, as presented.

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

**B. Assistant Director’s Report**

**MOTION** made by Vice Chairperson Caruso, Seconded by Secretary Lorant, to receive and file the Assistant Director’s Report, as presented.

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

**10. Board Comments and Training Feedback**

- Board Member Medina spoke.
- Secretary Lorant spoke.
- Vice Chairperson Caruso spoke.
- Board Member Coe spoke.
- Chairperson Burgess spoke.

**11. Next Regular Meeting - July 16, 2024**

**12. Adjournment**

**MOTION** made by Secretary Lorant, Seconded by Board Member Coe, to adjourn the June 18<sup>th</sup>, 2024 Downtown Development Authority Board Regular Meeting.

**VOTING YEA:** Burgess, Caruso, Lorant, Coe, Medina

**VOTING NAY:** None

**ABSENT:** Shell, Campbell, Barnett, Narsh

**MOTION:** Carried

The June 18<sup>th</sup>, 2024 Downtown Development Authority Board Regular Meeting adjourned at 7:21 PM.

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Debbie Burgess  
Chairperson

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Sonja Stout  
Village Clerk/Treasurer

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Lynsey Blough  
Deputy Clerk/Treasurer

Date Approved: as presented on July 16, 2024.





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## DDA SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC:** July 8<sup>th</sup>, 2024 DDA Minutes

**RECOMMENDED MOTION:** To approve the Downtown Development Authority Board Special Meeting Minutes of July 8<sup>th</sup>, 2024.



# MINUTES

## SPECIAL MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Monday, July 08, 2024

8:00 PM

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

(248) 693-8391 ext. 102

### 1. Call to Order

The July 8th, 2024 Downtown Development Authority Board of Directors Special Meeting was called to order at 8:01 PM.

### 2. Roll Call and Determination of Quorum

#### PRESENT

Chairperson Debbie Burgess  
Vice Chairperson Sam Caruso  
Secretary Hank Lorant  
Board Member Lloyd Coe  
Board Member Alaina Campbell  
Board Member Chris Barnett

#### ABSENT

Treasurer Matt Shell  
Board Member Sally Medina  
Village President Jerry Narsh

#### STAFF PRESENT

DDA Executive Director Matthew Gibb  
DDA Assistant Director Janet Bloom

### 3. Call to the Public

None.

### 4. New and Old Business

A. Budget discussion, Approval of Revised Council Adopted Budget - Fiscal Year 24-25

**MOTION** made by Board Member Coe, Seconded by Board Member Barnett to approve the resolution to adopt the Executive Director's recommendation on the DDA Budget.

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

**5. Adjournment**

**MOTION** made by Secretary Lorant, Seconded by Board Member Barnett to adjourn the July 8<sup>th</sup>, 2024 Downtown Development Authority Board Special Meeting.

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

The July 8th, 2024 Downtown Development Authority Board Special Meeting adjourned at 8:26 PM.

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Debbie Burgess  
Chairperson

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Janet Bloom  
DDA Assistant Director

Date Approved: as presented on July 16, 2024.



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## DDA ACTION SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC** Financial Reports

**See attached Reports:**

**248 Fund Balance Sheet** (General DDA Fund)

**301 Fund Balance Sheet** (DDA Bond 2023 Fund)

**404 Fund Balance Sheet** (Property Acquisition Fund)

**Revenue and Expenditure Report**

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

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

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

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

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 06/30/2024	ACTIVITY FOR MONTH 06/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Revenues						
Dept 000 - REVENUE						
248-000-402-000	Current Real Property Taxes	903,236.00	804,104.22	17,189.01	99,131.78	89.02
248-000-402-100	Property Tax - Twp DDA Capture	0.00	0.00	0.00	0.00	0.00
248-000-405-000	Property Tax - Personal	0.00	0.00	0.00	0.00	0.00
248-000-412-000	Property Tax - DPPT P/Y & C/Y	0.00	1,474.57	0.00	(1,474.57)	100.00
248-000-441-000	Local Community Stabilization Share Tax	10,000.00	15,970.70	0.00	(5,970.70)	159.71
248-000-445-000	Penalties & Interest on Taxes	2,000.00	0.00	0.00	2,000.00	0.00
248-000-539-000	State Grants	109,028.00	3,500.00	0.00	105,528.00	3.21
248-000-582-000	Intergovernment - Police	0.00	201,995.92	0.00	(201,995.92)	100.00
248-000-664-000	Interest Earned	2,500.00	6,743.55	0.00	(4,243.55)	269.74
248-000-671-999	Appropriation from Fund Balance	107,459.00	0.00	0.00	107,459.00	0.00
248-000-673-000	Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
248-000-676-404	Transfer From Prop Acq Fund	0.00	0.00	0.00	0.00	0.00
248-000-676-592	Reimbursement -Admin Fee - W&S	0.00	0.00	0.00	0.00	0.00
248-000-681-000	Reimburse - Insurance Claims	0.00	1,263.00	(5,955.00)	(1,263.00)	100.00
248-000-683-000	Reimbursements-Other	0.00	0.00	0.00	0.00	0.00
248-000-685-000	Sponsorships	102,400.00	11,476.22	0.00	90,923.78	11.21
248-000-685-100	Transportaion Sponsorship	28,000.00	21,907.00	0.00	6,093.00	78.24
248-000-686-000	Downtown Events	20,000.00	5,120.51	0.00	14,879.49	25.60
248-000-686-002	Flower Fair Revenue	0.00	305.00	0.00	(305.00)	100.00
248-000-686-003	New Year Resolution Run Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-004	OktoberFest Revenue	0.00	0.00	0.00	0.00	0.00
248-000-686-005	Babes On Broadway	0.00	0.00	0.00	0.00	0.00
248-000-686-006	Electrical Vehicles	0.00	1,078.41	0.00	(1,078.41)	100.00
248-000-687-000	Merchandise Sales	10,000.00	0.00	0.00	10,000.00	0.00
248-000-688-000	Gift Certificate Sales	5,000.00	430.00	75.00	4,570.00	8.60
248-000-692-000	Rent	0.00	0.00	0.00	0.00	0.00
248-000-694-000	Miscellaneous	0.00	1,355.00	590.00	(1,355.00)	100.00
248-000-696-000	PROCEEDS FROM THE SALE OF BONDS/NOTES	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - REVENUE		1,299,623.00	1,076,724.10	11,899.01	222,898.90	82.85
TOTAL REVENUES		1,299,623.00	1,076,724.10	11,899.01	222,898.90	82.85
Expenditures						
Dept 260 - GENERAL ACTIVITIES						
248-260-701-000	Executive Director Wages	73,272.00	57,783.97	6,153.92	15,488.03	78.86
248-260-701-019	COVID 19 PAYROLL	0.00	0.00	0.00	0.00	0.00
248-260-704-000	Wages - Administrative Coordinator	34,278.00	35,878.15	2,108.70	(1,600.15)	104.67
248-260-706-000	Asst. Executive Director wages	46,852.00	39,166.71	5,461.60	7,685.29	83.60
248-260-706-001	Marketing Coordinator	0.00	0.00	0.00	0.00	0.00
248-260-707-000	Wages - Grounds Coordinator	5,150.00	2,448.88	629.63	2,701.12	47.55
248-260-711-013	OVERTIME	0.00	0.00	0.00	0.00	0.00
248-260-715-000	Social Security	9,708.00	10,306.42	1,098.07	(598.42)	106.16
248-260-716-000	Health Insurance- Medical	7,451.00	2,877.74	0.00	4,573.26	38.62
248-260-717-000	Life & Disability Insurance	1,220.00	330.67	0.00	889.33	27.10
248-260-718-000	Dental Insurance	700.00	222.13	0.00	477.87	31.73
248-260-719-000	Pension	8,039.00	5,457.47	546.16	2,581.53	67.89
248-260-720-000	Unemployment	0.00	0.00	0.00	0.00	0.00
248-260-721-000	Vision Care	130.00	45.91	0.00	84.09	
248-260-722-000	Worker's Comp. Insurance	0.00	0.00	0.00	0.00	
248-260-801-000	Contractual Services	16,499.00	18,000.00	0.00	(1,501.00)	109.10

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

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	06/30/2024	MONTH 06/30/2024	BALANCE	USED
<b>Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND</b>						
<b>Expenditures</b>						
248-260-801-002	Contr Services - Police Admin Fee	60,000.00	60,000.00	2,800.00	0.00	100.00
248-260-801-003	Contract Services - DPW Admin Fee	30,000.00	29,400.00	1,086.36	600.00	98.00
248-260-801-004	Contract Services - GF Admin Fee	70,000.00	69,999.96	5,833.33	0.04	100.00
248-260-801-005	Contractual Services- Township	2,700.00	2,700.00	0.00	0.00	100.00
248-260-801-012	Contractual Services-Parking Code Enforc	21,000.00	21,000.00	980.00	0.00	100.00
248-260-801-022	Cont Service-Police Crowd Control	20,000.00	20,000.00	933.37	0.00	100.00
248-260-801-023	Contract Services-DPW event support	10,000.00	10,000.00	466.63	0.00	100.00
248-260-801-033	Contract Services-DPW snow removal	15,000.00	15,600.00	1,300.00	(600.00)	104.00
248-260-805-000	Audit Fees	2,950.00	2,950.00	0.00	0.00	100.00
248-260-810-000	Legal Services	17,984.15	17,496.90	0.00	487.25	97.29
248-260-823-000	Website/Software	6,000.00	5,139.16	683.13	860.84	85.65
248-260-823-001	Municipal Software	3,501.00	3,675.50	0.00	(174.50)	104.98
248-260-829-000	Planner Services	1,829.00	675.00	0.00	1,154.00	36.91
248-260-851-000	Telephone	3,500.00	3,392.33	205.23	107.67	96.92
248-260-900-000	Printing and Publication	100.00	0.00	0.00	100.00	0.00
248-260-920-000	Utilities	10,445.00	7,925.89	991.77	2,519.11	75.88
248-260-921-000	Municipal Street Lighting	6,500.00	6,418.22	0.00	81.78	98.74
248-260-930-000	Repair and Maintenance	1,000.00	58.00	0.00	942.00	5.80
248-260-930-002	Building Maintenance	500.00	375.14	0.00	124.86	75.03
248-260-940-000	Equipment Rental	0.00	0.00	0.00	0.00	0.00
248-260-941-000	Office Rent	12,000.00	12,000.00	0.00	0.00	100.00
248-260-942-000	Office Expenses	3,313.00	3,110.95	36.58	202.05	93.90
248-260-942-019	Covid Office Expenses	0.00	0.00	0.00	0.00	0.00
248-260-946-000	Credit Card Fees	100.00	0.00	0.00	100.00	0.00
248-260-955-001	Credit Card Fees	0.00	0.00	0.00	0.00	0.00
248-260-956-000	Dues & Miscellaneous	1,500.00	1,370.13	0.00	129.87	91.34
248-260-957-000	Education & Training	4,412.00	4,360.34	1,230.48	51.66	98.83
248-260-958-000	General Activities Misc	0.00	0.00	0.00	0.00	0.00
248-260-958-019	Covid General Activities	0.00	0.00	0.00	0.00	0.00
248-260-961-000	Tax Tribunal Refunds	0.00	0.00	0.00	0.00	0.00
248-260-962-000	Mileage	500.00	37.65	0.00	462.35	7.53
248-260-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-401	Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00	0.00
248-260-965-404	Transfer Out - DDA Property Acq Fund	157,500.00	157,500.00	0.00	0.00	100.00
248-260-974-000	Capital Outlay - Equipment	1,235.00	1,234.84	0.00	0.16	99.99
<b>Total Dept 260 - GENERAL ACTIVITIES</b>		<b>666,868.15</b>	<b>628,938.06</b>	<b>32,544.96</b>	<b>37,930.09</b>	<b>94.31</b>
<b>Dept 725 - ORGANIZATION</b>						
248-725-822-000	Newsletter	1,720.00	585.00	65.00	1,135.00	34.01
248-725-824-000	Volunteer Recognition & Dvp.	0.00	0.00	0.00	0.00	0.00
248-725-825-000	Gift Certificate Redemption	5,000.00	2,610.00	0.00	2,390.00	52.20
248-725-826-000	Historic Celebration/Education	580.00	579.74	0.00	0.26	99.96
248-725-827-000	Awareness Program	1,200.00	848.28	615.67	351.72	70.69
248-725-827-019	Covid Awareness Program/Organization	0.00	0.00	0.00	0.00	0.00
248-725-864-000	Grant & Scholarship Distribution	0.00	0.00	0.00	0.00	0.00
248-725-881-000	Merchandise to Sell	500.00	211.01	0.00	288.99	42.20
<b>Total Dept 725 - ORGANIZATION</b>		<b>9,000.00</b>	<b>4,834.03</b>	<b>680.67</b>	<b>4,165.97</b>	<b>53.71</b>
<b>Dept 726 - DESIGN</b>						
248-726-745-000	Beautification Supplies	4,000.00	2,074.23	1,100.71	1,925.77	51.89

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

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 06/30/2024	ACTIVITY FOR MONTH 06/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
248-726-746-000	Hanging Baskets	3,443.00	3,443.00	0.00	0.00	100.00
248-726-801-000	Contractual Services	5,200.00	4,827.00	752.00	373.00	92.83
248-726-843-000	Facade Program	7,800.00	5.00	0.00	7,795.00	0.06
248-726-845-000	Public Art Program	0.00	0.00	0.00	0.00	0.00
248-726-883-000	Banners and Holiday Lighting	6,557.00	5,999.66	0.00	557.34	91.50
248-726-975-001	Capital Outlay - Beautification	0.00	0.00	0.00	0.00	0.00
248-726-975-002	Capital Outlay - Streets	0.00	0.00	0.00	0.00	0.00
248-726-975-019	Covid Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 726 - DESIGN		27,000.00	16,348.89	1,852.71	10,651.11	60.55
Dept 728 - ECONOMIC DEVELOPMENT						
248-728-801-000	Contractual Services	16,472.00	6,312.50	0.00	10,159.50	38.32
248-728-860-000	Trolley Expense	28,000.00	19,132.84	0.00	8,867.16	68.33
248-728-861-000	Survey Expense	0.00	0.00	0.00	0.00	0.00
248-728-862-000	Training Materials	0.00	0.00	0.00	0.00	0.00
248-728-864-000	Grant & Scholarship Distribution	0.00	0.00	0.00	0.00	0.00
248-728-886-000	Marketing Materials	0.00	0.00	0.00	0.00	0.00
248-728-886-001	Blight Reduction	0.00	0.00	0.00	0.00	0.00
248-728-886-002	Social District	1,000.00	1,000.00	509.78	0.00	100.00
248-728-888-000	Brand Marketing	23,831.12	21,294.55	1,637.45	2,536.57	89.36
248-728-888-001	Contractual Services Brand Marketing	24,200.00	23,255.00	0.00	945.00	96.10
Total Dept 728 - ECONOMIC DEVELOPMENT		93,503.12	70,994.89	2,147.23	22,508.23	75.93
Dept 729 - PROMOTION						
248-729-880-000	Event Promotion	500.00	335.65	0.00	164.35	67.13
248-729-880-001	Event Promo - Gazebo Series	10,170.07	10,170.07	0.00	0.00	100.00
248-729-880-004	Event Promo - Halloween Parade	2,500.00	2,450.61	0.00	49.39	98.02
248-729-880-005	Event Promo - Hmtwn/Holiday Vill	8,355.85	8,014.27	79.98	341.58	95.91
248-729-880-006	Event Promo - New Years Res. Run	0.00	0.00	0.00	0.00	0.00
248-729-880-007	Event Promo - Flower Fair	0.00	0.00	0.00	0.00	0.00
248-729-880-008	Event Promo-Photo Contest	0.00	0.00	0.00	0.00	0.00
248-729-880-009	Event Promo-Lake Orion Love Shop to Win	0.00	0.00	0.00	0.00	0.00
248-729-880-010	Babes On Broadway	0.00	0.00	0.00	0.00	0.00
248-729-880-011	Restaurant week	0.00	0.00	0.00	0.00	0.00
248-729-880-012	Sing & Stroll Tree Lighting	12,000.00	11,753.72	0.00	246.28	97.95
248-729-880-013	SD Nights- Stronger Together Winter	600.00	348.99	0.00	251.01	58.17
248-729-880-014	Octoberfest	0.00	0.00	0.00	0.00	0.00
248-729-880-015	Winter Activities	7,100.00	7,019.39	0.00	80.61	98.86
248-729-880-016	Athletic Events-other	0.00	0.00	0.00	0.00	0.00
248-729-880-017	Movie Night	998.81	998.81	0.00	0.00	100.00
248-729-880-019	Covid Event Promotion	0.00	0.00	0.00	0.00	0.00
248-729-880-100	Stronger Together- smr fall	3,300.00	1,491.38	629.00	1,808.62	45.19
248-729-885-000	Port-A-Johns	2,200.00	1,948.51	0.00	251.49	88.57
248-729-895-000	Event Promo-Comm. Sponsorships	0.00	0.00	0.00	0.00	0.00
248-729-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - PROMOTION		47,724.73	44,531.40	708.98	3,193.33	

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

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 06/30/2024	ACTIVITY FOR MONTH 06/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND						
Expenditures						
Dept 730						
248-730-253-885	Knox Box Grant Program	0.00	0.00	0.00	0.00	0.00
248-730-885-100	Knox Box Grant Program	4,000.00	0.00	0.00	4,000.00	0.00
248-730-931-000	Repair & Maintenance-Equipment	0.00	0.00	0.00	0.00	0.00
248-730-965-101	Transfer Out - General Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-301	Interfund TRF 2023 DDA Bond Project	422,709.00	422,709.00	422,709.00	0.00	100.00
248-730-965-404	Transfer Out - DDA Property Acq Fund	0.00	0.00	0.00	0.00	0.00
248-730-965-592	Transfers To Water/Sewer Fund	0.00	0.00	0.00	0.00	0.00
248-730-975-000	Capital Outlay	23,969.00	1,636.00	0.00	22,333.00	6.83
248-730-975-003	DDA Capital Outlay	5,871.00	5,871.00	0.00	0.00	100.00
248-730-975-005	DDA Capital Outlay- Wayfinding/Lighting	0.00	0.00	0.00	0.00	0.00
248-730-975-006	DDA Capital Outlay - Parking	0.00	0.00	0.00	0.00	0.00
248-730-975-009	Capital Outlay - Dumpsters	11,813.00	0.00	0.00	11,813.00	0.00
248-730-975-011	Capital Outlay - Trail Extensi	0.00	0.00	0.00	0.00	0.00
248-730-975-015	Captial Outlay- Outdoor Sound	0.00	0.00	0.00	0.00	0.00
248-730-975-020	Capital Outlay Parks & rec	0.00	0.00	0.00	0.00	0.00
248-730-992-000	Bond Principal	0.00	0.00	0.00	0.00	0.00
248-730-995-000	Bond Interest	0.00	0.00	0.00	0.00	0.00
Total Dept 730		468,362.00	430,216.00	422,709.00	38,146.00	91.86
TOTAL EXPENDITURES		1,312,458.00	1,195,863.27	460,643.55	116,594.73	91.12
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND:						
TOTAL REVENUES		1,299,623.00	1,076,724.10	11,899.01	222,898.90	82.85
TOTAL EXPENDITURES		1,312,458.00	1,195,863.27	460,643.55	116,594.73	91.12
NET OF REVENUES & EXPENDITURES		(12,835.00)	(119,139.17)	(448,744.54)	106,304.17	928.24
BEG. FUND BALANCE		498,200.06	498,200.06			
END FUND BALANCE		485,365.06	379,060.89			



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

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 06/30/2024	ACTIVITY FOR MONTH 06/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023						
Revenues						
Dept 000 - REVENUE						
301-000-300-001	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-300-002	2023 Downtown Dev Tax Exempt Bond Projec	0.00	0.00	0.00	0.00	0.00
301-000-664-000	Interest Earnings	0.00	1,769.64	0.00	(1,769.64)	100.00
301-000-671-999	Appropriation from Fund Balanc	2,755,000.00	0.00	0.00	2,755,000.00	0.00
301-000-699-301	TRF in from DDA	0.00	422,709.00	422,709.00	(422,709.00)	100.00
Total Dept 000 - REVENUE		2,755,000.00	424,478.64	422,709.00	2,330,521.36	15.41
TOTAL REVENUES		2,755,000.00	424,478.64	422,709.00	2,330,521.36	15.41
Expenditures						
Dept 901 - 905						
301-901-930-000	Repair and Maintenance	0.00	0.00	0.00	0.00	0.00
301-901-950-000	Demolition & Land Improvement	296,646.64	8,891.98	381.72	287,754.66	3.00
301-901-956-000	Dues & Miscellaneous	0.00	0.00	0.00	0.00	0.00
301-901-971-000	Capital Outlay - Buildings	2,200,000.00	2,120,874.70	0.00	79,125.30	96.40
Total Dept 901 - 905		2,496,646.64	2,129,766.68	381.72	366,879.96	85.31
Dept 905 - Downtown Dev Bond 2023						
301-905-301-000	Bond Issuance Expense	0.00	0.00	0.00	0.00	0.00
301-905-731-000	2023 Bond Taxable Issuance Expenses	1,000.00	1,000.00	500.00	0.00	100.00
301-905-731-001	2023 Tax exempt Bond Issuance Expense	1,000.00	1,000.00	500.00	0.00	100.00
301-905-745-001	Property taxes-Orion Twp	3,353.36	3,353.36	0.00	0.00	100.00
301-905-920-000	Utilities	0.00	0.00	0.00	0.00	0.00
301-905-992-003	2023 DDA bonds Taxable	75,000.00	75,000.00	0.00	0.00	100.00
301-905-992-004	2023 DDA BONDS TAX EXEMPT	180,000.00	180,000.00	0.00	0.00	100.00
301-905-993-001	2023 DDA bond taxable interest	62,000.00	60,931.02	0.00	1,068.98	98.28
301-905-993-002	2023 DDA tax exempt bond interest	106,000.00	105,777.78	0.00	222.22	99.79
Total Dept 905 - Downtown Dev Bond 2023		428,353.36	427,062.16	1,000.00	1,291.20	99.70
TOTAL EXPENDITURES		2,925,000.00	2,556,828.84	1,381.72	368,171.16	87.41
Fund 301 - DOWNTOWN DEV BOND PROJECT 2023:						
TOTAL REVENUES		2,755,000.00	424,478.64	422,709.00	2,330,521.36	15.41
TOTAL EXPENDITURES		2,925,000.00	2,556,828.84	1,381.72	368,171.16	87.41
NET OF REVENUES & EXPENDITURES		(170,000.00)	(2,132,350.20)	421,327.28	1,962,350.20	1,254.32
BEG. FUND BALANCE		4,944,949.68	4,944,949.68			
END FUND BALANCE		4,774,949.68	2,812,599.48			

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

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 06/30/2024	ACTIVITY FOR MONTH 06/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 404 - DDA PROPERTY ACQUISITION						
Revenues						
Dept 000 - REVENUE						
404-000-664-000	Interest Earnings	150.00	115.09	0.00	34.91	76.73
404-000-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
404-000-699-248	Interfund Transfer In - DDA	483,750.00	157,500.00	0.00	326,250.00	32.56
Total Dept 000 - REVENUE		483,900.00	157,615.09	0.00	326,284.91	32.57
TOTAL REVENUES		483,900.00	157,615.09	0.00	326,284.91	32.57
Expenditures						
Dept 901 - 905						
404-901-901-000	Debt Service- Parking Deck	168,750.00	0.00	0.00	168,750.00	0.00
404-901-930-000	Repair & Maintenance - Bldg	0.00	0.00	0.00	0.00	0.00
404-901-950-000	Demolition & Land Improvement	0.00	0.00	0.00	0.00	0.00
404-901-956-000	Miscellaneous	0.00	0.00	0.00	0.00	0.00
404-901-971-000	Capital Outlay - Building	0.00	0.00	0.00	0.00	0.00
404-901-980-248	Prop Acq Transfer to DDA	0.00	0.00	0.00	0.00	0.00
404-901-992-000	Bond Principal	300,000.00	300,000.00	0.00	0.00	100.00
404-901-995-000	Bond Interest	15,000.00	15,000.00	0.00	0.00	100.00
Total Dept 901 - 905		483,750.00	315,000.00	0.00	168,750.00	65.12
TOTAL EXPENDITURES		483,750.00	315,000.00	0.00	168,750.00	65.12
Fund 404 - DDA PROPERTY ACQUISITION:						
TOTAL REVENUES		483,900.00	157,615.09	0.00	326,284.91	32.57
TOTAL EXPENDITURES		483,750.00	315,000.00	0.00	168,750.00	65.12
NET OF REVENUES & EXPENDITURES		150.00	(157,384.91)	0.00	157,534.91	14,923.27
BEG. FUND BALANCE		326,840.70	326,840.70			
END FUND BALANCE		326,990.70	169,455.79			
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		4,538,523.00	1,658,817.83	434,608.01	2,879,705.17	36.55
TOTAL EXPENDITURES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		4,721,208.00	4,067,692.11	462,025.27	653,515.89	86.16
NET OF REVENUES & EXPENDITURES		(182,685.00)	(2,408,874.28)	(27,417.26)	2,226,189.28	1,318.59
BEG. FUND BALANCE - ALL FUNDS		5,769,990.44	5,769,990.44			
END FUND BALANCE - ALL FUNDS		5,587,305.44	3,361,116.16			

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 06/30/2023	PERIOD ENDED 06/30/2024
*** Assets ***			
ACCOUNTS RECEIVABLE			
	ACCOUNTS RECEIVABLE	0.00	0.00
CASH CHECKING			
248-000-001-000	Cash	450.00	568.96
248-000-007-000	Payroll-checking	(43.51)	(250.00)
	CASH CHECKING	406.49	318.96
DUE FROM OTHER AGENCY			
	DUE FROM OTHER AGENCY	0.00	0.00
CASH INVESTMENTS			
	CASH INVESTMENTS	0.00	0.00
PREPAID EXPENDITURES			
248-000-123-000	Prepaid Expense	5,696.22	0.00
	PREPAID EXPENDITURES	5,696.22	0.00
CASH SAVINGS			
248-000-002-000	Cash Savings	135,149.36	(29,110.87)
248-000-010-000	Investment/LGIP County Inv	399,886.25	406,434.72
248-000-011-000	Cash - Payroll Savings	0.00	3,425.28
	CASH SAVINGS	535,035.61	380,749.13
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Assets</b>	<b>541,138.32</b>	<b>381,068.09</b>
*** Liabilities ***			
ACCRUED AND OTHER LIAB			
248-000-208-000	Payroll Liabilities	3,279.51	0.00
248-000-213-000	Accrued Property Tax - Est Chargebacks	400.00	400.00
248-000-228-000	State W/H	186.62	600.12
248-000-228-001	FICA W/H - Medicare	124.88	0.00
248-000-228-002	FICA- Social Security Withheld	533.90	0.00
248-000-230-000	Federal W/H	391.30	0.00
248-000-232-000	Life Insurance Payable	70.99	0.00
248-000-237-002	Pension Deferred Defined Contr	97.24	0.00
248-000-240-000	ICMA Deduction	21.76	0.00
248-000-247-000	Health Insurance	495.57	0.00
	ACCRUED AND OTHER LIAB	5,601.77	1,000.12
ACCOUNTS PAYABLE			
248-000-202-000	Accounts Payable	37,336.49	1,007.08
	ACCOUNTS PAYABLE	37,336.49	1,007.08
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
Unclassified			
	Unclassified	0.00	0.00
	<b>Total Liabilities</b>	<b>42,938.26</b>	<b>2,007.20</b>

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND

GL Number	Description	PERIOD ENDED 06/30/2023	PERIOD ENDED 06/30/2024
*** Fund Balance ***			
FUND BALANCE			
248-000-390-000	Fund Balance - Unassigned	638,446.44	498,200.06
	FUND BALANCE	<u>638,446.44</u>	<u>498,200.06</u>
Unclassified			
	Unclassified	<u>0.00</u>	<u>0.00</u>
	<b>Total Fund Balance</b>	<b>638,446.44</b>	<b>498,200.06</b>
	<b>Beginning Fund Balance</b>	<b>638,446.44</b>	<b>498,200.06</b>
	<b>Net of Revenues VS Expenditures</b>	<b>(140,246.38)</b>	<b>(119,139.17)</b>
	<b>Ending Fund Balance</b>	<b>498,200.06</b>	<b>379,060.89</b>
	<b>Total Liabilities And Fund Balance</b>	<b>541,138.32</b>	<b>381,068.09</b>

Fund 301 DOWNTOWN DEV BOND PROJECT 2023

GL Number	Description	PERIOD ENDED 06/30/2023	PERIOD ENDED 06/30/2024
*** Assets ***			
CASH CHECKING			
301-000-001-000	Cash	(1,000.00)	56,386.80
	CASH CHECKING	(1,000.00)	56,386.80
CASH SAVINGS			
301-000-002-000	CASH	5,011,799.68	2,756,600.55
	CASH SAVINGS	5,011,799.68	2,756,600.55
<b>Total Assets</b>		<b>5,010,799.68</b>	<b>2,812,987.35</b>
*** Liabilities ***			
ACCOUNTS PAYABLE			
301-000-202-000	Accounts Payable	65,850.00	0.00
	ACCOUNTS PAYABLE	65,850.00	0.00
DUE TO INTERFUND			
301-000-214-101	Due to General Fund	0.00	387.87
	DUE TO INTERFUND	0.00	387.87
<b>Total Liabilities</b>		<b>65,850.00</b>	<b>387.87</b>
*** Fund Balance ***			
FUND BALANCE			
301-000-390-000	Fund Balance - Unassigned	0.00	4,944,949.68
	FUND BALANCE	0.00	4,944,949.68
<b>Total Fund Balance</b>		<b>0.00</b>	<b>4,944,949.68</b>
<b>Beginning Fund Balance</b>		<b>0.00</b>	<b>4,944,949.68</b>
<b>Net of Revenues VS Expenditures</b>		<b>4,944,949.68</b>	<b>(2,132,350.20)</b>
<b>Ending Fund Balance</b>		<b>4,944,949.68</b>	<b>2,812,599.48</b>
<b>Total Liabilities And Fund Balance</b>		<b>5,010,799.68</b>	<b>2,812,987.35</b>

Fund 404 DDA PROPERTY ACQUISITION

GL Number	Description	PERIOD ENDED 06/30/2023	PERIOD ENDED 06/30/2024
*** Assets ***			
CASH CHECKING			
	CASH CHECKING	0.00	0.00
PREPAID EXPENDITURES			
	PREPAID EXPENDITURES	0.00	0.00
CASH SAVINGS			
404-000-002-000	Cash-Savings-DDA Property Acq.	326,840.70	169,455.79
	CASH SAVINGS	326,840.70	169,455.79
Unclassified			
	Unclassified	0.00	0.00
<b>Total Assets</b>		<b>326,840.70</b>	<b>169,455.79</b>
*** Liabilities ***			
ACCOUNTS PAYABLE			
	ACCOUNTS PAYABLE	0.00	0.00
DUE TO INTERFUND			
	DUE TO INTERFUND	0.00	0.00
<b>Total Liabilities</b>		<b>0.00</b>	<b>0.00</b>
*** Fund Balance ***			
FUND BALANCE			
404-000-390-000	Fund Balance - Unassigned	222,473.45	326,840.70
	FUND BALANCE	222,473.45	326,840.70
<b>Total Fund Balance</b>		<b>222,473.45</b>	<b>326,840.70</b>
<b>Beginning Fund Balance</b>		<b>222,473.45</b>	<b>326,840.70</b>
<b>Net of Revenues VS Expenditures</b>		<b>104,367.25</b>	<b>(157,384.91)</b>
<b>Ending Fund Balance</b>		<b>326,840.70</b>	<b>169,455.79</b>
<b>Total Liabilities And Fund Balance</b>		<b>326,840.70</b>	<b>169,455.79</b>



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## DDA ACTION SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC** Bill Approval

**ATTACHED:**

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

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

**RECOMMENDED MOTION:** (Roll Call)

To approve disbursements in the amount of \$20,992.50 for June 2024.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 000 REVENUE					
248-000-681-000	POLE AND GLOBE KIT	ELECTRICAL SYSTEMS, INC.	37 E FLINT ST REPLACEMENT POLE	5,955.00	33407
Total For Dept 000 REVENUE				5,955.00	
Dept 260 GENERAL ACTIVITIES					
248-260-719-000	DC VILLAGE CONTRIBUTIONS	ALERUS FINANCIAL	DC VILLAGE CONTRIBUTIONS JUNE	546.16	
248-260-823-000	FLOWCODE BC2953D1-0026	COMERICA BANK	CREDIT STATEMENT - MAY 2024	143.13	250
248-260-823-000	WEBSITE HOSTING	BRIGHTWAY MARKETING	WEBSITE	540.00	33347
248-260-851-000	ACCT 8529101420028897 - PHONE/IN	COMCAST	PHONE/WEB	205.23	33351
248-260-851-000	PHONE	MISWITCH COMMUNICATIONS	PHONE	89.89	33371
248-260-920-000	90 S ANDERSON 920009543389	DTE ENERGY	90 S ANDERSON	220.17	33357
248-260-920-000	165 S BROADWAY 910018071993	DTE ENERGY	165 S BROADWAY	45.68	33357
248-260-920-000	920054227607	DTE ENERGY	215 S BROADWAY	7.01	33358
248-260-920-000	118 N BROADWAY 910018071613	DTE ENERGY	118 N BROADWAY	57.92	33358
248-260-920-000	GAS UTILITY	CONSUMERS ENERGY	GAS UTILITY - 118 N BROADWAY	34.19	33403
248-260-920-000	DTE ACCT 910040951659	DTE ENERGY	STREET LIGHTS	532.14	33406
248-260-920-000	DTE ACCT NO 920009680652	DTE ENERGY	STREETLIGHTS-24 FRONT ST AND 491 S BROF	94.66	33406
248-260-942-000	STONES ACE - OFFICE SUPPLY	COMERICA BANK	CREDIT STATEMENT - MAY 2024	6.34	250
248-260-942-000	OFFICE MATS	DarWel ENTERPRISES LLC	OFFICE MATS	30.24	33405
248-260-957-000	EDUCATION/TRAINING CONFERENCE EX	JANET BLOOM	REIMBURSEMENTS	242.53	33410
248-260-957-000	AIRLINE TICKETS BLOOM/GIBB	MATTHEW GIBB	TRAVEL REIMBURSEMENT CONFERENCE	987.95	33411
Total For Dept 260 GENERAL ACTIVITIES				3,783.24	
Dept 725 ORGANIZATION					
248-725-822-000	SNAP RETAIL 18022	COMERICA BANK	CREDIT STATEMENT - MAY 2024	65.00	250
248-725-825-000	CERTS 4426 & 4520	GREEN HIPPO GIFTS	DOWNTOWN DOLLARS REDEMPTION	50.00	33368
248-725-827-000	ORION CHAMBER	COMERICA BANK	CREDIT STATEMENT - MAY 2024	60.00	250
248-725-827-000	5/13/24 DDA TRASH BAGS	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MAY	255.69	33369
248-725-827-000	DDA FLOWER WATERING	TRACTOR SUPPLY CO.	SUPPLIES	299.98	
Total For Dept 725 ORGANIZATION				730.67	
Dept 726 DESIGN					
248-726-745-000	FOGLERS FLOWERS	COMERICA BANK	CREDIT STATEMENT - MAY 2024	144.31	250
248-726-745-000	FLOWERS/GOODS	GARDENING BY SINDY	LANDSCAPING	386.90	33365
248-726-745-000	MULCH INVOICE 467476	ORION STONE DEPOT	MULCH	469.00	33379
248-726-745-000	MULCH	ORION STONE DEPOT	MULCH	100.50	33412
248-726-746-000	HANGING BASKETS & PARTS FOR DOWN	JOS. KUTCHEY & SONS, LLC	FLOWERS	3,443.00	33370
248-726-801-000	GROUNDS SUPPORT INV 2024-01	DAVID KOCHIS	WATERING/REPAIR	252.00	33356
248-726-801-000	DDA CLEANING MAY	PL CARPET CLEANING	MONTHLY CLEANING	500.00	33381
Total For Dept 726 DESIGN				5,295.71	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-886-002	5/6/24 DDA ELECTRICAL	HOME DEPOT CREDIT SERVICES	DPW MULTIPLE PURCHASES MAY	348.84	33369
248-728-886-002	TRAFFIC SAFETY A FRAMES DDA	COMERICA BANK	CREDIT CARD-POLICE MAY	160.94	
248-728-888-000	AMZN 111-9165707-7362637	COMERICA BANK	CREDIT STATEMENT - MAY 2024	189.45	250
248-728-888-000	MARKETING	20 FRONT STREET CONCEPTS,	ADVERTISING MARKETING	300.00	33341
248-728-888-000	MARKETING	VIEW NEWSPAPER GROUP	MARKETING - FLOWER FAIR	1,148.00	33413
Total For Dept 728 ECONOMIC DEVELOPMENT				2,147.23	
Dept 729 PROMOTION					
248-729-880-005	WATERING EQUIPMENT	AMAZON CAPITAL SERVICES	DDA FLOWER WATERING	79.98	33402
248-729-880-100	2563- LETTERBOXING	CANOE CIRCLE GRAPHICS	GRAPHIC DESIGN	75.00	
248-729-880-100	INVOICE 2566	EPRINT SOLUTION LLC	BANNERS	244.00	
248-729-880-100	EVENT CLEAN UP	CURBCO SWEEPING	EVENT CLEAN UP	310.00	



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 DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
 EXP CHECK RUN DATES 06/01/2024 - 06/30/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Section 7, Item A.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 729 PROMOTION					
Total For Dept 729 PROMOTION				708.98	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				18,620.83	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	RIGHT HOOK BS19002221A	COMERICA BANK	CREDIT STATEMENT - MAY 2024	381.72	250
Total For Dept 901 905				381.72	
Dept 905 DOWNTOWN Dev Bond 2023					
301-905-731-000	TAXABLE SERIES B INVOICE 64019	HUNTINGTON NATIONAL BANK	1ANNUAL ADMIN FEE	500.00	33409
301-905-731-001	INVOICE 64018 TAX EXEMPT SERIES	HUNTINGTON NATIONAL BANK	ADMIN FEE TAX EXEMP	500.00	33408
Total For Dept 905 DOWNTOWN Dev Bond 2023				1,000.00	
Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023				1,381.72	

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User: BLOUGHL  
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
EXP CHECK RUN DATES 06/01/2024 - 06/30/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Section 7, Item A.

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

Fund 248 DOWNTOWN DEVELC	18,620.83
Fund 301 DOWNTOWN DEV BC	1,381.72
Total For All Funds:	<u>20,002.55</u>

May 2024 Credit Card Report				
Trans Date	Merchant	GL#	Explanation	Amount
5/7/2024	Flowcode	248-260-823-000	Website/software	\$ 9.95
5/12/2024	SnapRetail	248-725-822-000	Newsletter	\$ 65.00
5/13/2024	Clickup	248-260-823-000	Website/software	\$ 57.00
5/10/2024	Google	248-260-823-000	Website/software (Google storage)	\$ 29.99
5/10/2024	Orion Area Chamber	248-725-827-000	Awareness (Women's Luncheon)	\$ 60.00
5/15/2024	Amazon	248-728-888-000	Marketing (Flower Fair)	\$ 140.73
5/15/2024	Amazon	248-728-888-000	Marketing (Flower Fair)	\$ 48.72
5/15/2024	(Right Hook) PFG ProForma	301-901-950-000	Lumberyard signs	\$ 139.92
5/15/2024	Fogler's Greenhouse	248-726-745-000	Beautification Supplies	\$ 59.51
5/17/2024	The Home Depot	248-726-745-000	Adopt-A-Garden (soil/mulch)	\$ 84.80
5/18/2024	IONOS	248-260-823-000	Website/software (web hosting)	\$ 25.00
5/22/2024	Adobe	248-260-823-000	Website/software (Acrobat Pro)	\$ 21.19
5/22/2024	QRFY.COM	301-901-950-000	Lumberyard (QR Code)	\$ 241.80
5/23/2024	Stones Ace of Oxford	248-260-942-000	Office supplies (yard bags)	\$ 6.34
			<b>TOTAL</b>	<b>\$ 989.95</b>



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## DDA ACTION SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC** Offer to Purchase – Vacant Land

### **BACKGROUND BRIEF:**

There is a parcel of land immediately adjacent to the original office building at the Lumber Yard project site that was not included in the original purchase. This lot is owned by Carl Waltman, a legacy family in Lake Orion having owned various businesses downtown. Some discussion was had as to whether this property might be donated by the Waltman Family, or otherwise acquired, but ultimately it was determined that the only means to acquire the land is via purchase.

The property is located such that its inclusion in the site will be a substantial benefit to the allocation of land and space for both the public project and, importantly, for any partnered development to create the gateway in a manner consistent to the concepts and ideas gathered in the many public forums about the site. In short, it makes for a much better site. It is identified on the attached site map.

### **FINANCIAL IMPACT:**

It is recommended the DDA purchase the parcel for \$7000, subject to the Purchase Agreement prepared by our Executive Director.

The offered price is actually a negotiated price for the property, subject to all standard closing conditions including title. This parcel was included in the site mapping for the concept plans, likely inadvertently but with an understanding that the piece really should/had to go with the larger site. It has therefore been tacitly inspected for environmental conditions. It is not intended to be a place where foundations or other structures would be built, rather, adding necessary square footage to the overall site layout to assist with parking and other greenspace calculations. As such, it is neither at a cost or risk to warrant detailed environmental study beyond the due care plan for the entire site. This recommendation to rely on due care and caution in future development is supported by the fact that the property has been fenced and used since the installation of the MDOT spillway and no activity would be found in completing a Phase 1 or 2 study.

The cost to size of the parcel is very favorable to the DDA and is well under the square foot price paid for the purchase of the larger lumber yard parcels. It adds significant value to the frontage parcel and

the DDA would realize a positive return (likely more than 3x) through its inclusion in a development plan. This is a good deal when all factors are weighed.

The DDA has ample funding available for this purchase in the capital appropriation in the 404 fund

**RECOMMENDED MOTION:**

Move to approve the purchase of vacant land known as the Waltman Parcel, on the terms and conditions set forth in the attached Purchase Agreement, authorizing the Board Chair and Executive Director to execute the agreement and effect a closing on its terms. All Funding for the purchase from GL 404-901-971-000 Capital Outlay – Building.

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (Agreement) is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (Effective Date), by and between CARL L. WALTMAN AND PEGGY WALTMAN, whose address is 4393 Beechwood Lake Dr Naples, FL 34112-6157 (Seller), and LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY whose address is 118 N Broadway St., Lake Orion MI 48362 (Purchaser).

For valuable consideration received, the parties agree as follows:

1. *Agreement for Purchase and Sale.* Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the following (collectively, the "Property"):

- (a) Certain land situated in the City of Pontiac, Oakland County, Michigan, and more particularly described as

T4N, R10E, SEC 11 ASSESSOR'S REPLAT OF DECKERS ADD THAT PART OF LOT 88 LYING SLY OF LINE DESC AS BEG AT PT DIST S 03-44-12 E 87.94 FT FROM NW LOT COR, TH E 148.33 FT, TH S 21-00-00 E 40 FT, TH E 143 FT TO END AT SE LOT COR 10/26/87 FR 008T4N, R10E, SEC 11 ASSESSOR'S REPLAT OF DECKERS ADD THAT PART OF LOT 88 LYING SLY OF LINE DESC AS BEG AT PT DIST S 03-44-12 E 87.94 FT FROM NW LOT COR, TH E 148.33 FT, TH S 21-00-00 E 40 FT, TH E 143 FT TO END AT SE LOT COR 10/26/87 FR 008

Parcel No. OL-09-11-228-019

together with the buildings and all other improvements of every kind and nature, all fixtures of every kind and nature located in or on the Land, or any such improvements and all appurtenances and hereditaments thereto (collectively, the "Improvements").

- (b) All of Seller's rights, title, and interest in and to all plans, specifications, drawings, and other architectural or engineering data relating to the Property (collectively, the "Plans")
- (c) Seller shall provide a survey of the property as a contingency of closing
- (d) All warranties, guaranties, sureties, and indemnifications received by or inuring to the benefit of Seller in connection with the ownership, improvement, alteration, repair, restoration, replacement, maintenance, operation, or use of the Property or any portion of it (collectively, the "Warranties")
- (e) All other claims and causes of action of Seller relating to the design, construction, maintenance, repair, restoration, replacement, improvement, use, damage, or destruction of the Property or any portion of it.

2. *Purchase Price.* The purchase price for the Property (Purchase Price) shall be **Seven Thousand Dollars (\$7,000.00)**, payable in cash at the Closing.

- (a) As security for closing, an earnest money deposit of \$2,000.00 shall be held in escrow, pursuant a standard escrow agreement, at Old Woodward Title Co, or its affiliated entity. The escrowed purchase funds shall be applicable to the purchase price at closing and non-refundable as set forth herein.

### 3. Condition of Property/Right to Inspect.

(a) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations; (ii) the suitability of the Property for any or all of Purchaser's activities and uses; (iii) the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirements of any applicable governmental authority or body (collectively, the "Laws"), including, without limitation, compliance with any applicable zoning ordinance; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Property; (v) to the best of Seller's knowledge, existence in, on, under, or over the Property of any Hazardous Materials (defined below); or (vi) any other matter with respect to the Property. Additionally, no person acting on behalf of Seller is authorized to make, and by execution of this Agreement Purchaser acknowledges that no person has made, any representation, agreement, statement, warranty, guaranty, or promise regarding the Property, and no representation, warranty, agreement, guaranty, statement, or promise, if any, made by any person acting on behalf of Seller shall be valid or binding on Seller unless expressly set forth in this Agreement or in any of the Closing documents. "Hazardous Materials" means any substance that is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC 9601 et seq.), or any regulations promulgated under CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq.) or regulations promulgated under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 et seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

(b) Purchaser acknowledges that the property is being sold as is.

(c) This contract is completely contingent upon the purchaser completing, at purchaser's expense, a satisfactory inspection of the premises. If purchaser is not satisfied for any reason and advises the seller within thirty (30) business days from the effective date hereof, this contract shall be null and void and the closing deposit shall be immediately returned to purchaser. If purchaser does not act on this contingency within thirty (30) business days, this contingency shall be automatically removed. Seller shall cooperate in providing access to the premises to purchase, any delay or interference in such access will serve to extend the contingency period herein in like amount.

4. *Closing Adjustments.* The following items of expense are to be adjusted and prorated between Seller and Buyer as of 11:59 P.M. on the day preceding the Closing Date, based upon a 365-day year, and the net amount thereof shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Cash Payment:

(a) *Taxes.* Real estate taxes, school taxes, special assessments, business improvement district charges, vault charges, and water and sewer taxes, ground rents and other charges for the Premises ("**Taxes and Assessments**") due and owing as of the Closing Date shall be paid by the Purchaser.

(b) *Miscellaneous.* Such other apportionments and adjustments shall be made as are customarily made in similar types of property in the county in which the Property is located.

5. *Title Insurance/Objection.* As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser within 10 days of the Effective Date a commitment for an owner's policy of title insurance issued by Old Woodward Title Company of 470 N Old Woodward Ave Suite 250A, Birmingham, MI 48009 (Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, together with legible copies of all recorded documents with the owner's policy to be issued at closing pursuant to the commitment insuring marketable title to the Property in Purchaser's name.

On receipt of the commitment for title insurance and recorded documents, Purchaser will have five (5) days to provide Seller with written notice of any objections to title. All matters of title must be satisfactory to Purchaser in Purchaser's sole discretion. At Purchaser's request, Seller will then have 30 days after receiving the written notice to remedy the objection to Purchaser's satisfaction. If Seller is unable to remedy the objection within those 30 days, Purchaser will have the option of proceeding and closing the transaction or declaring this Agreement null and void and having the closing deposit immediately refunded in its entirety to Purchaser.

For purposes of this Agreement, *marketable title* means fee simple title free and clear of any and all liens and encumbrances whatsoever, except standard exceptions: recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which appear in the title commitment and will not constitute title defects or render the title to the Property unmarketable. However, Purchaser, at Purchaser's sole option, may elect to accept title in whatever condition it may be in, notwithstanding the condition would not meet the above definition of *marketable title* and, in such event, *marketable title* will mean the condition of title that Purchaser has elected to accept

6. *Closing.* The transactions contemplated under this Agreement shall be consummated at a closing (Closing) to be held within five (5) days of Purchaser's acceptance of Title as set forth in section 5, or the expiration of Purchaser's period of inspection, whichever is later. At Closing,

(a) Seller shall

(i) execute and deliver to Purchaser a Warranty Deed to the Real Property;

(ii) execute and/or deliver affidavits and other documents that may be reasonably required by the Title Insurance Company (Title Company) for the issuance of a title insurance policy pursuant to Title Insurance Commitment No. \_\_\_\_\_ issued by the Title Company (Title Policy), except that any UCC, bankruptcy, or judgment lien searches or the like shall be done at the sole effort, cost, and expense of Purchaser;

(iii) cause the Title Company to be paid the premium for the issuance of the Title Policy;

(iv) pay the real estate transfer taxes imposed under Michigan law in connection with the recordation of the Deed;

(v) execute, at Purchaser's option, a Michigan Real Estate Transfer Tax Valuation Affidavit;

(vi) execute and deliver to Purchaser an Affidavit of nonforeign status;

(viii) deliver to Purchaser, to the extent within Seller's or its agent's possession or control, originals of all Plans and Warranties; and



(ix) deliver all keys to and exclusive possession of the Property to Purchaser, free and clear of the possessory rights of any person or entity and in the same condition as exists on the date of Purchaser's execution of this Agreement.

(b) Purchaser shall pay to Seller the Purchase Price, as adjusted pursuant to Paragraph 5, by wire transfer of immediately available funds.

(c) Seller and Purchaser shall execute a mutually acceptable Closing Statement.

#### *7. Default and Remedies.*

(a) If Seller fails to perform in accordance with this Agreement or if any representation or warranty of Seller in this Agreement is untrue when made or at Closing, Seller shall be in default. In the event of a default by Seller, Purchaser may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement. If Purchaser elects to terminate the earnest money shall be refunded forthwith.

(b) In the event of a default under this Agreement by Purchaser, Seller may, as its sole and exclusive remedy, elect to terminate this Agreement. If Seller elects to terminate the earnest money shall be refunded forthwith.

#### *8. Representations and Warranties.*

(a) Seller warrants and represents to Purchaser that as of the date of this Agreement and at Closing

(i) Seller owns good and marketable fee simple title to the Real Property;

(ii) this Agreement constitutes a legal, valid, and binding agreement of Seller;

(iii) to Seller's actual knowledge, (A) the Property has not been used for the generation, storage, treatment, or disposal of Hazardous Materials, (B) no Hazardous Material is located in, on, or beneath the Property, including but not limited to any underground storage tanks, and (C) no underground storage tank was previously removed from the Property;

(iv) to Seller's actual knowledge, (A) there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of it, and (B) there is no pending or threatened bankruptcy proceeding involving Seller;

(v) to Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it;

(vi) Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it;

(vii) there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Purchaser or the Property subsequent to Closing;

(viii) Seller is authorized and existing under the laws of the State of Michigan; neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Seller is bound; and, the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller has knowledge of and is a party or bound or violate any law.

(b) Purchaser represents and warrants to Seller as of the date of this Agreement and at Closing that

(i) Purchaser is authorized to complete the transaction;

(ii) neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Purchaser is bound; and

(iii) the execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

9. *Broker.* Seller and Buyer expressly acknowledge that if either Party has contracted a broker with respect to the Transaction, and with respect to this Agreement, such obligated Party shall pay any brokerage commission due to their respective Broker in accordance with the separate agreement between the Party and Broker. Each Party agrees to hold the other harmless and indemnify the other from and against any and all Liabilities (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by the Party as a result of any claims by the represented Party's Broker or any other party claiming to have represented that Party in connection with the Transaction. The provisions of this section shall survive the Closing (and not be merged therein) or the earlier termination of this Agreement

10. *Notice.* Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be given and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given, (b) placed in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, or (c) deposited with a nationally recognized overnight courier service. The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of this Agreement.

11. *Entire Agreement.* This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

13. *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.

14. *Binding Effect.* All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

16. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement on the date listed on the first page.

**SELLER:**  
**CARL L. WALTMAN**  
**PEGGY WALTMAN**  
**4393 BEECHWOOD LAKE DR**  
**NAPLES, FL 34112-6157**

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**Carl L Waltman**

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**Peggy Waltman**

**PURCHASER:**  
**LAKE ORION DOWNTOWN**  
**DEVELOPMENT AUTHOROITY**

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**Matthew Gibb**  
**Executive Director**

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**Debbie Burgess**  
**Board Chair**

**EXHIBIT A Legal Description**

**To be provided by the Title Company**

**EXHIBIT B Form of Deed**

**To be provided by the Title Company**

# WALTMAN PARCEL – REAR OF 215 S BROADWAY (LUMBER YARD)





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## DDA ACTION SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC** Discussion and Decision – Lumber Yard Project Name

**BACKGROUND BRIEF:**

There is a time sensitive need to adopt a permanent identity to the project at the Lumber Yard. The background is set forth in the attached memo.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTION:**

Move to adopt “\_\_\_\_\_” as the official name for the public project at the Lumber Yard and directing the Executive Director to develop a branding guide and logo for use in marketing, plan development and funding.



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

MEMORANDUM

To: Board of Directors  
From: Executive Director

Date: Meeting of the Board  
July 16, 2024

TOPIC: **LUMBER YARD MARKETING AND PROJECT IDENTITY**

The DDA is about to move into the demolition, clean up and planning phase of the Lumber Yard Project. As part of that effort our office is planning several things:

1. A Volunteer Walk through and sign up day
2. Clean out of the Office Building and Main Barn
3. Engaging engineering to draw building footprints/build areas
4. Finishing Due Care plans for ground remediation and demolition activity
5. Deconstruction of certain walls and roof areas in pre-demo building prep to save material
6. New construction barrier fencing for security
7. Possible grant acceptance and inter-local agreement(s)

These are just a scratch of the surface of the next steps. To better coordinate people, access, and identity, applications, etc., we need to confirm the project name and identity. This would allow the following:

- a. Design and Order t shirts with the name and project so people on site are identified for safety purposes.
- b. Production of marketing and promotion materials for the attraction of a private partner for the gateway frontage.
- c. Unifying current and anticipated application materials for grants, plan approvals, demo permits, etc.
- d. Lots more.....

The following pages are an outline of the questions we should answer to settling on a final project name, which will become the permanent identity, along with my recommendation.

## **How to Develop a Project Name**

Developing a project name involves several key considerations. Here are some questions to guide the process:

1. Historical Significance:
  - a. What is the historical significance of the lumber yard?
  - b. Are there any notable events or figures associated with the site?
2. Location:
  - a. How does the location next to a creek influence the character of the project?
  - b. Are there any local landmarks or geographical features that could be incorporated into the name?
3. Purpose and Vision:
  - a. What is the main purpose of the project (e.g., community space, commercial development)?
  - b. What is the overall vision or theme of the project?
4. Target Audience:
  - a. Who is the primary audience or community that the project will serve?
  - b. What image or feeling do you want the project name to convey to this audience?
5. Aesthetic and Style:
  - a. What aesthetic or style are you aiming for (e.g., vintage, modern, rustic)?
  - b. How do you want the name to reflect the architectural and design elements of the project?
6. Naming Conventions:
  - a. Are there any naming conventions or traditions in the area that should be considered?
  - b. Do you want to include words like "historic," "preservation," or "heritage"?
7. Practical Considerations:
  - a. Is the name easy to remember and pronounce?
  - b. Is the name unique and not already in use by another project or business?
8. Emotional and Cultural Impact:
  - a. What emotions or cultural significance do you want the name to evoke?
  - b. How does the name honor the history and culture of the area?
9. Stakeholder Input:
  - a. What feedback or input do stakeholders, such as local residents, historians, and business owners, have about potential names?
  - b. How can you incorporate their suggestions and concerns into the final decision?
10. Future Growth and Flexibility:
  - a. Will the name be flexible enough to accommodate future growth or changes in the project?
  - b. Does the name allow for potential expansion or additional phases of development?

Answering these questions will help create a meaningful and effective project name that aligns with our goals and resonates with the community.



## **RECOMMENDATION**

With no pressure or expectation of automatic adoption, our office has been using “Lumber Yard at Paint Creek”. This is a simple title that is easy to say, remember and recall. It doesn’t have a persons name, and while seemingly general, it identifies the historic name of the site and its placement along the Paint Creek.

It is the hope of the project charettes, and much of the dialogue in this year, that the project open up better access and sue of the Paint Creek, the pedestrian path/bridge and improvement of the MDOT owned property. Using a title that pulls together location and history, allows the project to become a greater destination.

We don’t go to “Sandusky Amusement Park” we go to “Cedar Point”

We don’t go to "Orion Township Amphitheater" we go to “Wildwood”

---

It is recommended that we adopt “Lumber Yard at Paint Creek” as the official project name and apply that title to all marketing, application and other materials to begin building an identity around the project. **THIS IS ONLY A RECOMMENDATION**

What steps could we take?

1. Refer this to a sub-committee
2. Host a brainstorm meeting with Main Street Committee members
3. Adopt a name at this meeting (Preferred)

If we do move forward with “Lumber Yard at Paint Creek” what would it look like on day one...



Lumber Yard at Paint Creek





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## DDA ACTION SUMMARY SHEET

**MEETING DATE:** July 16, 2024

**TOPIC** Discussion and Decision – Nonprofit Organization

**BACKGROUND BRIEF:**

As stated in the Executive Directors Memo

**FINANCIAL IMPACT:**

There will be a cost to organizing a nonprofit corporation in Michigan, estimated at less than \$1500 if the Board elects to use the Executive Director for drafting of organizing documents

**RECOMMENDED MOTION:**

FOLLOWING consideration and answering of the questions in the Agenda Memo

Move to authorize and direct the Executive Director to prepare and file articles of organization for a newly created nonprofit organization to be called “ \_\_\_\_\_ ” at a cost not to exceed \$1500 payable from GL 248-260-810-000 (Legal Services) and directing that a package of organizational bylaws and statement of purpose be brought back to the Board for review, consideration, input and approval not later than its September 2024 meeting



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

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## MEMORANDUM

To: Board of Directors  
From: Executive Director

Date: Meeting of the Board  
July 16, 2024

TOPIC: NON-PROFIT ORGANIZATION (LUMBER YARD/FUNDRAISING)

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In 2019 the Executive Director brought forward to the DDA Board a concept of developing and incorporating a Non-Profit Corporation that would act as an ancillary and supportive arm of the work performed by the DDA on a daily basis. The concept was formalized in proposed Articles of Incorporation and Bylaws, but never moved past the discussion stage.

With the development of the Lumber Yard, this concept now becomes even more prescient. The public space project contemplated by the DDA, with input and charge from the public, will result in a project requiring management and day to day operational support. It also begs for a more attractive basis for fund raising through foundational support and private donation (many of which seek the trust and benefits of non-profit status and organization).

The Main Street America program emphasizes several benefits of having a nonprofit arm for local Main Street organizations. These include:

- **Enhanced Fundraising and Grant Opportunities:** Nonprofits can access a broader range of funding sources, including grants, donations, and sponsorships, which can significantly bolster the financial resources available for revitalization efforts.
- **Increased Community Engagement:** Nonprofit status can enhance credibility and trust within the community, encouraging greater volunteer involvement and partnerships with local businesses and civic groups.
- **Sustainable Organizational Structure:** A nonprofit framework provides a stable and sustainable organizational structure, enabling long-term planning and consistent program implementation. This helps ensure that revitalization efforts are continuous and not dependent on fluctuating public or private support.
- **Tax Benefits and Incentives:** Nonprofit status offers tax advantages, such as tax exemptions and eligibility for certain tax credits, which can further support financial stability and growth.

These benefits collectively help Main Street programs achieve their goals of economic vitality, design improvements, effective promotion, and strong organizational foundations, leading to the successful revitalization of downtown areas.

The concept brought to the Board in 2019 was well founded, and would now provide a substantial benefit to the effort and work in the Downtown and this District.

### **HERITAGE CONSULTING**

In January 2024 the interim director, Janet Bloom, brought forth a grant for tech services from MSOC in the amount of \$7500, and asked the Board to approve an additional \$4373 from GL 248-260-829-000 (Planning Services) to engage Donna Harris in the development of a fundraising and broader partner network for support, grants, and funding. This is ready to move forward, BUT, after meetings and discussion with Ms. Harris about the direction of the Lumber yard and the Downtown, it has been mutually and strongly suggested that this effort be the backbone of developing a non-profit based arm to enhance programming and access to fund raising efforts.

This would not be a replacement of the DDA, nor would it in any way diminish the work of this organization. It would be a strong arm for finding resources and talents to bring the TIF based work we do to life through greater partnerships and funding,

### **DECISIONS NEEDED**

1. Should we pursue and create a Non-Profit Organization?
  
2. Should the Executive Director prepare the organizational documents and proposed bylaws for review at our August meeting?
  
3. What would be the purposes of the organization? Is it a thriving Downtown entity, or just focused on the operations and management of the Lumber Yard?
  
4. What should we call this entity?
  
5. How should it be populated?



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

**DDA Board Meeting**

**DATE:** January 16, 2024  
**FROM:** Janet Bloom, Interim DDA Executive Director  
**SUBJECT:** Main Street Oakland County (MSOC) Tech Visit - Fundraising Proposal

**Background Information:** Lake Orion DDA can participate in the Main Street Oakland County (MSOC) Tech Visit program where funds of \$7,500 will apply to a Tech Visit from MSOC.

The Lake Orion DDA board had approved a Tech Visit from MSOC as a fundraising proposal, which MSOC researched and have brought forth a proposal for review. The Lake Orion DDA has budgeted \$5,000 in account #248-260-829-000, Planning Services, for this activity.

The proposal would use a consultant, Heritage Consulting, Inc., to prepare a comprehensive fundraising plan. The plan would help the Lake Orion DDA diversity their revenue sources by looking at the use of a 501(c)3, member/investor/individual donor campaigns, furthering sponsorship, special events, grants, fundraising events, government appropriations, review DDA/TIF revenue, merchandise sales, and examine the property acquisition project.

**The Heritage Consulting, Inc. Proposal Summary:**

Scope of Work:

Create Fundraising Committee (3-5 people) - *Diane*  
FIRST Site Visit – review current revenue resources (discuss current pros/cons)/work with committee on new ideas/create draft workplans/501(c)3 discussion

*talk w/ Janet / Events / Diane  
way to ↑ revenue  
10/15/2023*

Present first draft of fundraising plan within two weeks. Revisions due from committee in 7 days.

Final plan due within ten days of final revisions from committee.

Optional Zoom Trainings:

- A) 60-minute training on investor/membership campaign/growing donor base over time
- B) 60-minute training on starting Year End Giving campaign, and growing this revenue
- C) 60-minute training on fundraising events for downtown organizations

*methodology*

If Capital Campaign is likely, committee and subcommittee formation and guidance will be provided.

SECOND Site Visit: 90-minute committee training presentation on planning and implementing a capital campaign with newly established committee. The visit will also include follow-up with fundraising committee meeting, and a first meeting with Capital Campaign Committee.

Complete Fundraising Plan will include sample documents and 2024 calendar of new fundraising events.

Optional proposals available:

- 1) Specific coaching on one or more fundraising activities.
- 2) Review IRS Form 1023 complete by attorney prior to submission to the IRS.

**Anticipated Project Timeline:**

March 2024 project launch: Initial call and first onsite visit.

April 2024: Draft of Fundraising Plan, Committee feedback

May 2024: Second onsite visit, trainings/visits with committees; Revise Fundraising Plan and send final along with sample documents to Lake Orion DDA. — meet Chris/Sally (after we know about pension)

*Handwritten notes:*  
→ then decide  
proj; mgn  
↓  
decide work  
plan  
for  
revis  
at year

**Cost Breakdown:**

\$1000 per day with Donna Ann Harris, along with employed interns who assist. Project is based on ten (10) days work.

Estimated travel for two visits: \$1,873

Personnel: \$10,000

Total entire project: \$11,873

MSOC funds at \$7,500

Final Cost to Lake Orion DDA: \$4,373

(May modify scope to \$7500 value, so all MSOC funds cover the cost.)

**Recommended Motion:** To approve the fundraising proposal by Heritage Consulting, Inc. at the cost of \$11,873, of which, \$7,500 will be covered by MSOC funds, for a final total for Lake Orion DDA of \$4,373. The Lake Orion DDA will remit the remainder of the funds, \$4,373, from account #248-260-829-000, Planning Services.

**Alternative Motion:** To approve the fundraising proposal by Heritage Consulting, Inc. with modifications to the scope so the total cost is \$7,500, of which, MSOC will cover the entire cost.



# Heritage Consulting Inc.

**Donna Ann Harris** - Principal  
donna@heritageconsultinginc.com

**www.HeritageConsultingInc.com**  
o. 215.546.1988 c. 267.251.5444  
422 South Camac St., Philadelphia, PA 19147

January 2, 2024

Tim Colbeck  
Senior Planner  
Planning and Local Business Development  
Economic Development  
Oakland County, Michigan  
Executive Office Building 41W  
2100 Pontiac Lake Rd.  
Waterford, MI 48328-2762

Via Email: colbeckt@OakGov.com

Dear Tim:

Thank you for speaking with me on December 15, 2023, and for supplying me with the following six items: the Lake Orion DDA November 2023 Revenue/Expense report, work plans for fundraising and the property acquisition, Board roster, 2023 yearlong sponsorship brochure, and the annual status on TIF DDA form. If there is a Strategic Plan, I would like to see it.

### **Project Understanding**

During our call you told me that Molly Lalone had recently left for another job in Oakland County, and that the Board was looking for her replacement. They have hired a consulting firm to serve as an interim director who will manage the organization's day-to-day affairs while they search for a new Executive Director. You answered my questions about the recent referendum and noted that Lake Orion voters decided to retain the DDA.

You also explained that the Lake Orion DDA wishes to diversify their revenue sources to permit them to take on larger scale projects. You mentioned that the organization is currently classified as a 501(c)(6) entity. They will need to create a companion 501(c)(3) nonprofit organization (perhaps a Friends of Lake Orion DDA) as a tax-exempt entity to carry forth their fundraising activities. You also mentioned that Main Street Oakland County may be able to provide funds to pay for an attorney to file IRS form 1023 Application for Recognition of Tax-Exempt Status for Lake Orion to create this new tax-exempt entity.

The Lake Orion DDA Board is seeking advice to create a comprehensive fundraising plan, which would including work plans for all or some of the following traditional Main Street revenue sources:

1. Membership/investor/individual donor campaign, Giving Tuesday or End of Year Giving: I am uncertain if the organization uses any of these fundraising tools for individual donations.
2. Sponsorship: review of current sponsorship program with Events staff to determine if any changes are needed.
3. Special events designed to introduce people to the downtown and often to raise money: review of existing profit and loss statements with Events staff to determine if any changes are needed.
4. Fundraising events designed to raise money only: I am uncertain if the organization hosts these events
5. Grants from government (all levels), tourism grants, and grants from other sources including public, family, or community foundations: You mentioned that the Lake Orion DDA gets GM Partnership grants.
6. Government appropriations from local, Township, or County government: I am uncertain if the organization receives any governmental appropriations.
7. DDA/IIF revenue: review this revenue source with Board President to determine growth over time
8. Merchandise sales: review with staff who manages this revenue source to see if any changes are needed.
9. Property Acquisition Project: Discuss with Fundraising Committee how this project is currently conceived, the current status, key activities, and entities needed to move the project forward. Determine what kind of future individual fundraising and grant writing may be needed, and the considerable advance work needed to plan a capital campaign. Update the Work plan with new information from Committee.

#### **Fundraising Plan Scope of Work**

- The Lake Orion DDA will create a small Fundraising Committee (3 to 5 people) in advance of my visit to work with me on the creation of the Fundraising Plan. Ideally, the committee should include the Board President, MSOC staff, Event staff person, and two or three additional Board members interested and willing to lead potential fundraising projects.
- During the first visit to Lake Orion, review the current revenue sources with the Fundraising Committee. Discuss the pros/cons of each revenue source on the list above with the Committee. Committee to meet in the evening of the first day of my visit for 2-3 hours and an hour in the morning the next day.
- During the evening meeting, decide with the Fundraising Committee which new fundraising activities seem most appropriate. Donna will create draft work plans for these activities for the Committee to review within two weeks of the visit. Provide sample documents (such as membership brochures, fundraising event work plans, yearlong sponsorship solicitations, Year End Gifts calendars, sample solicitation letters etc.) from my files for each new revenue source in the Fundraising Plan final document.
- During the evening meeting, discuss the creation of a companion 501(c)(3) organization to manage fundraising activities. Main Street Oakland County may be able to provide funds to pay for an attorney to file IRS form 1023 Application for Recognition of Tax-Exempt Status. Morning meeting with Board President and MSOC staff to discuss creation of new 501(c)(3) entity, timing, and information needed.
- After the visit, create the first draft of the Fundraising Plan within two weeks. Committee members to supply revisions to me within seven (7) days of submission. I will revise work plans and the final Fundraising Plan will include sample documents from my files and 2024 calendar of new activities for



Bill Presenter

Comm. - volunteer work

the year. This final Fundraising Plan will be available within ten days of receipt of revisions from the Committee.

- Optional: If the Committee is interested, provide a 60-minute training presentation on starting an investor/membership campaign, and growing your donor base over time. This training can be conducted on Zoom.
- Optional: If the Committee is interested, provide a 60-minute training presentation on starting Year End Giving campaign, and growing this revenue source over time. This training can be conducted on Zoom.
- Optional: If the Committee is interested, provide a 60-minute training presentation on fundraising events for downtown organizations. This training can be conducted on Zoom.
- If a capital campaign is likely, create another Committee specifically for that work. In the Work Plan I will advise about Committee membership and subcommittees needed.
- During the second visit to Lake Orion, provide a 90-minute committee training presentation about planning and implementation of a capital campaign with the new committee. Training will focus on identifying potential donors, cultivating them over time, and the most effective process for making "The ASK," the direct solicitation to donors. Ideally, this training should be done in person in Lake Orion as it involves two exercises not conducive to Zoom. Combine this visit with a follow-up Fundraising Committee meeting to talk about progress, and a first meeting to create a new Capital Campaign Committee.
- Complete Final Fundraising Plan. The final Fundraising Plan will include sample documents from my files as mentioned above, and 2024 calendar of new fundraising activities for the year.
- If the Lake Orion DDA seeks specific coaching on one or more of the new fundraising activities, I can create another proposal if desired.
- If the Lake Orion DDA wishes me to review the IRS form 1023 completed by the attorney before it is submitted to the IRS, I can create another proposal if desired.

**Personnel and Qualifications**

Heritage Consulting Inc. is well known as a fundraising expert in the Main Street world. Donna also considerable historic preservation, facilitation, nonprofit organizational development, and expertise in creating revolving loan funds. Donna has helped create new loan funds for Joplin MO (a local Main Street organization), Columbus OH Landmarks Foundation, and is currently finishing a project with Historic Denver Inc. Donna is chairing (as a volunteer) the Revolving Loan Fund Committee for the Preservation Alliance for Greater Philadelphia which is creating a \$640,000 Revolving Loan Fund for Philadelphia homeowners of locally landmarked properties in 2024.

**About Donna**

Donna Ann Harris is the principal of Heritage Consulting Inc., founded in 2004, which is a Philadelphia-based Women's Business Enterprise (WBE) consulting firm. Heritage Consulting aids non-profit organizations and government agencies nationwide in the following practice areas: downtown and commercial district revitalization, historic preservation, tourism product development, and non-profit organizational development.

Prior to starting her firm 19 years ago, Donna was State Coordinator for the Illinois Main Street program for two years and the Manager of the Illinois suburban Main Street program for four years. During her tenure as State Coordinator, Ms. Harris served 56 Illinois Main Street communities, led a staff of 12, and managed a budget of over a million dollars. Since 2004, Donna has worked with state, countywide, and local Main Street programs in 28 states. She has spoken at every National Main Street Center annual conference since 2004, and at the International Downtown Association annual meetings in 2008, 2009, 2013, 2018, and 2019.

Prior to her Main Street career, Donna spent 15 years as an executive director of three start-ups and two mature historic preservation organizations. In these positions in New Jersey, Pennsylvania, and Illinois, she began membership drives; led strategic planning efforts, public relations activities, and a capital campaign; raised more than \$3.75 million in grants; managed staffs ranging in size from two to ten; and was responsible for organizational, project, and endowment budgets of up to \$2.6 million.

Donna Ann Harris's experience includes work with real estate-oriented preservation organizations. For eight years in the 1990s, Donna managed, marketed, and monitored the 130-building easement portfolio at the Philadelphia Historic Preservation Corporation (now Preservation Alliance for Greater Philadelphia).

Donna is best known as a fundraising trainer to the Main Street movement. She has presented for Main Street America at their certification institute, and she recorded three 90-minute training webinars on Funding Revitalization Programs for Main Street America, which are available on-demand for a fee on the Main Street America website, see [Course Descriptions - Main Street America](#) . Donna has provided fundraising training at the National Main Street Center Conference, at more than 20 state Main Street conferences, and for local organizations on the following topics:

1. Diversify Your Revenue Sources
2. Make More Money from Investor Campaigns
3. Turning Supporters into Donors
4. 135 Downtown Fundraising Events
5. Why Aren't you Asking For Year End Gifts?
6. Creating Yearlong Sponsorship Programs
7. Planning for a Capital Campaign
8. The Ask: Getting your Board More Comfortable with Direct Solicitation
9. I Hate Fundraising: Removing Anxiety and Boosting Board Participation
10. Creating a Fundraising Plan and Calendar
11. Seeking Big Donations? Cultivate Donors First
12. Is an Improvement District Feasible in Your Town?

Donna has undertaken a research and writing project for Main Street Oregon in 2021 on MAIN STREET HANDBOOK Increasing Your Main Street's Financial Stability: A Guide to Turning Supporters into Donors. See the handbook here [MainStreetWorkbookTurningSupportersIntoDonors 7-3 pdf.pdf](#) ([heritageconsultinginc.com](http://heritageconsultinginc.com))

Donna has also consulted with communities to establish downtown incentive programs, including façade improvements and design guidelines. The firm's work on the Haddon Heights, NJ Design Guidelines (2022) won the Preservation Education Award from the Preservation Alliance for Greater Philadelphia and the Education Award from Preservation New Jersey in 2021. The firm's work on a digital history project for the

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

City of Camden Heritage Tourism Interactive Touch Screen Kiosk won the 2023 Preservation New Jersey David H. Knights New Preservation Initiatives Award.

Donna is also well known in the preservation community for her 2007 book, *New Solutions for House Museums: Ensuring the Long-Term Preservation of America's Historic Houses*, published by AltaMira Press. The book has been the best-selling title for the American Association for State and Local History since its publication. A considerably expanded and updated second edition was published in 2020 by Rowman and Littlefield Publishers/AASLH.

**Timeline**

We are assuming that the work will start this Spring, likely in March 2024.

*First month*

Zoom call with Board President, MSOC staff, and Interim Executive Director in advance of first visit. Prepare for and host call. Set date for visit.

First Visit will be 1.5 to 2 days. Meet with Fundraising Committee in evening, and again next morning.

*Second Month*

Prepare draft Fundraising Plan, send to Committee to review, receive comments back within a week

Optional: conduct zoom training Membership/investor/individual fundraising campaigns.

Optional: conduct zoom training Year End Giving/ Giving Tuesday.

Optional: conduct zoom training Fundraising events for downtowns.

*Third month*

Second Visit, 1 day, conduct training on Planning for a Capital Campaign, meet with Fundraising Committee on progress and meet with newly formed Capital Campaign Committee

Revise Fundraising Plan, collect sample documents, send final to Lake Orion DDA

Total with optional trainings 10 days

**Billing Rates**

Heritage Consulting Inc. will undertake this project as a fixed fee. Heritage Consulting's billing rate is \$1000 a day for this project. Heritage Consulting Inc. employs interns to assist us in various parts of this project and these costs have been included in our fee. Donna Ann Harris, principal of Heritage Consulting Inc. will work on this project as indicated in the scope of the work.

**Costs**

**Personnel**

I have estimated my work to take a total of 10 days and have detailed the estimated costs at \$1873 for travel for two visits to Lake Orion.

Zoom call with Board President, MSOC staff in advance of first visit, preparation and call	.5 day
First Visit: 1.5 to 2 days	2 days
Prepare draft Fundraising Plan	3.5 days
Optional: conduct zoom training Membership	.5 day
Optional: conduct zoom training Year End Giving	.5 day
Optional: conduct zoom training Fundraising events for downtowns.	.5 day
Second Visit: Provide training on Capital Campaigns, meet with Fundraising Committee and newly formed Capital Campaign Committee	1 day
Revise Fundraising Plan, collect sample documents, send to Lake Orion	1.5 days
Total with optional trainings	10 days

**Estimated travel costs**

Airfare 2 visits @ \$350 each	700
Cab to/from airport Phila x 2	140
Car rental in MI, insurance, taxes, 3 days @ \$90	270
Gas tolls parking estimate x 2 trips @ \$40	80
Baggage fee \$35 x 4, 2 trips	140
Per diem GSA rate \$64 day x 3 days	192
Hotel GSA rate \$117 x 3 days	351
Total estimated travel costs	\$1873

Personnel \$10,000

Travel allowance \$1873

**Total entire project \$11,873**

**Payment Schedule**

Heritage Consulting Inc. will submit invoices billed monthly. Our monthly fee will be based on the entire amount of professional fees to be paid to Donna Ann Harris in equal installments divided by the three (3) months of the project, or \$3,333.33 monthly. Payment is preferred in fifteen days, but due within 30 days. Travel costs will be billed in the month they are incurred.

**Insurance**

Heritage Consulting Inc. maintains a \$2 million-dollar general liability policy and can list Main Street Oakland County as an additional insured during the project if desired.

**Proprietary Proposal**

The contents of this proposal are proprietary information and, as such, should not be distributed  
*Proposal Fundraising Plan for Lake Orion, Heritage Consulting Inc. 1/1/2024*

beyond Main Street Oakland County and the Board President of Lake Orion DDA without the written consent of Donna Ann Harris. This proposal and the information presented herein remain valid for 30 days or until a contract is signed. If any services are requested outside of the scope of work described herein, Heritage Consulting Inc. will bill hourly at current rates on a time and-materials basis along with any associated expenses incurred.

**Authorization and Agreement**

Please send a copy of this page with the original signature as our authorization to proceed with this project. Please call if there are any questions, or if you require further information. Thank you for considering Heritage Consulting Inc. for this assignment.

Sincerely yours,



Donna Ann Harris, Principal  
Heritage Consulting Inc.

\_\_\_\_\_  
Main Street Oakland County Representative

\_\_\_\_\_  
Date

Attached

Heritage Consulting Inc. Firm Biography  
Donna Ann Harris Vita

MainStreetWorkbookTurningSupportersIntoDonors 7-3 pdf.pdf (heritageconsultinginc.com)

**SAMPLE OF A FORM OF SUB-ORGANIZATION  
WE WOULD CREATE UNDER A GENERAL  
NON-PROFIT FOR THE DOWNTOWN  
(Gibb created and advised in Pontiac)**

**BYLAWS OF  
PONTIAC FARMERS MARKET NONPROFIT  
A Michigan Non Profit Corporation**

**Adopted:**

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**PONTIAC FARMERS MARKET NONPROFIT  
BYLAWS  
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**BYLAWS  
PONTIAC FARMER'S MARKET NONPROFIT  
A Michigan Non Profit Corporation**

**MISSION STATEMENT: To improve the health and wellbeing of Pontiac residents through food access, health education, and entrepreneurship, while creating a diverse, health-conscious community.**

**ARTICLE I**

**Authority**

- 1.1 Name of Corporation. The name of the nonprofit corporation shall be PONTIAC FARMERS MARKET NONPROFIT (the "Market").
- 1.2 Registered Office and Registered Agent. The registered office of the Market shall be located at such place in the State of Michigan as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law. The registered agent shall have a business office identical with such registered office.
- 1.3 Other Offices. The Board of Directors may at any time in the future establish such other satellite offices (branch or subordinate) at any place or places where the Market is qualified to do business.
- 1.4 Fiscal Year. The Market's fiscal year shall be the calendar year beginning January 1 and ending December 31.

**ARTICLE II**

**Purpose**

- 2.1 Purpose & Objectives. The purpose and objectives for which this Market is organized are within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986. In the furtherance of said purpose and objectives:
- 2.1.1 The Market shall further its purpose by:
- (i) increasing the demand for fresh, local produce and promoting access to fresh, local produce to the general populace by providing an outlet for local agricultural producers to sell their products directly to customers;
  - (ii) assisting vendors to become certified for local and state programs that provide financial support to residents and enroll in applicable food stamp program (s) in order to provide access to fresh, locally grown produce to the low income community of the Bluffton area;
  - (iii) providing nutritional education to the general populace by distributing information on the benefits of fresh, locally grown produce and providing instruction on the healthy preparation of such produce;
  - (iv) improving the general business climate of Pontiac, Michigan, challenging and averting community deterioration, by providing event(s) to draw individuals and business to the downtown area.
  - (v) assisting farmers, entrepreneurs, food vendors, creators, chefs, and residents by providing information and connecting them to a variety of resources.
- 2.1.2 the Market is specifically authorized to receive and hold by gift, bequest, devise, purchase, lease, or other transfer any real or personal property and to manage, invest, and reinvest the same and to use and dispose of the any such funds, property, or assets for such purposes as above stated;

2.1.3 to hold funds and property of all kinds subject only to such limitations as are imposed by law; and to exercise any and all powers which a nonprofit corporation organized under the laws of the State of Michigan may exercise for the foregoing purposes.

2.1.4 The Market shall perform all things reasonably necessary for the accomplishment of the abovepurposes which are not in conflict with the laws of the United States or the State of Michigan.

2.2 Acceptance of Funds.

2.2.1 The Market may accept funds or assets which are not restricted in purpose or effect from individuals, private organizations, or public organizations; further, the Market shall not accept any funds from any governmental source whatsoever that may hinder the purpose above stated or disqualify the Market in any way from its tax exempt status under the Internal Revenue Code of 1986 or any law of liketenor and effect, the laws of the United States, or the laws of the State of Michigan; nor shall the Market accept donations of any assets of a restricted nature from any denominational affiliation.

2.2.2 The Market may accept funds, real or personal property, any negotiable instruments, and any other assets by way of donations, contributions, gifts and grants (including those from other corporations) and also including such deferred and conditional gifts, the acceptance of which shall be determined by theBoard of Directors to be in the best interests of the Market.

2.3 Resource Dedication. No part of any earnings or resources of the Market shall inure to the benefit of any director or officer of the Market, except that reasonable compensation may be paid for services rendered to or for theMarket to effect one of its purposes. No director or officer of the Market or any private individual shall be entitled toshare in the distribution of any of the Market assets on dissolution of the Market. Notwithstanding any other provision of the articles of incorporation or these bylaws, the Market shall not conduct, or carry on, any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist, or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2). Upon the dissolution of the Market or the terminationof its affairs, the assets of the Market or the termination of its affairs, the assets of the Market shall be distributed according to provision stated in the articles of incorporation.

**ARTICLE III**  
**Powers of Market**

3.1. Powers. Subject to the foregoing statement of purposes, the Market shall have the following powers:

3.1.1 To accept, acquire, receive, take, and hold by bequest, devise, grant gift, purchase, exchange, lease, transfer, judicial order or decree, or otherwise, for any of its objects and purposes, any property, bothreal and personal, of whatever kind, nature, or description and wherever situated;

3.1.2 To seal, exchange, convey, mortgage, lease, transfer, or otherwise dispose of any such property, both real and personal, as the objects and purposes of the Market may require, subject to such limitations asbe prescribed by law;

3.1.3 To borrow money and, from time to time, to make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the Market for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Market, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other instrument of trust, or by other lien upon assignment of or agreement in regard to all or any port of the property, rights, or privileges of the Market of the Market wherever situated, whether now owned or hereafter to be acquired;

3.1.4 To invest and reinvest its funds in such stock, commons or preferred, bonds, debentures, mortgages, or in such other securities and property as the Board of Directors shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant, or gift, provided such limitations and conditions are not in conflict with the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist, or as they may hereafter be amended;

3.2 Limitations and Conditions. In general, and subject to such limitations and conditions as are, or may be, prescribed by law, to exercise such other powers which now are, or hereafter may be, conferred by law upon a corporation organized for the purpose herein above set forth, or necessary or incidental to the powers so conferred, or conducive to the attainment of the purposes of the Market, subject to the further limitation and condition that, notwithstanding any other provision of the articles or these bylaws, only such powers shall be exercised as are in furtherance of the tax-exempt purposes of the Market and as may be exercised by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist, or as they may hereafter be amended, and by an organization to which contributions are deductible under Section 170(c)(2) of such code and regulations as they now exist, or as they may hereafter be amended.

#### **ARTICLE IV** **Corporate Activities**

4.1 Nonpartisan Activities. This Market has been formed under the Michigan Nonprofit Corporation law for the purposes described above, and it shall be nonprofit and nonpartisan. No part of the activities of the Market shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Market shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause of measure being submitted to the people for a vote. The Market shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

4.2 Means. The Market shall accomplish its objectives through working with other non-profit groups having similar purposes in order to accomplish the Market's objectives; accepting, by donation, gift, devise, or otherwise, private contributions of money or other property from individuals, corporations, or other groups; pursuing grants from local, state or federal agencies, or any other means necessary and advisable to accomplish the purposes described above.

#### **ARTICLE V** **Membership**

5.1 Member Classifications. Pursuant to the qualifications, and in a manner, set forth by the Board of Directors, a person or organization joins the Market by becoming a member of one of the three following categories of membership.

5.1.1 *Individual Member.* Any person may become an Individual Member of the Market by providing the requested member information and paying the membership fees established by the Board of Directors. Benefits of Individual Membership may include a newsletter, discounts for products and events, and other benefits as established by the Board of Directors.

5.1.2 *Supporting Organization.* Any legal entity may become a Supporting Organization of the Market by providing the requested member information and paying the membership fees established by the Board of Directors. Benefits may include free Individual Membership(s), and may include discounts on additional Individual Memberships for employees of the Supporting Organization, and other benefits as established by the Board of Directors. In addition, Supporting Organization members receive all the benefits of an Individual Member.

5.1.2 *Student Member.* Any full time student at an accredited educational institution may become a

Student Member of the Market by providing the requested member information and paying the membership fees established by the Board of Directors. Benefits of Student Membership may include a newsletter, discounts for products and events, and other benefits as established by the Board of Directors.

5.2 Standards for Membership. The Board of Directors may establish reasonable standards for membership in the Market as part of the Market's Rules and Procedures.

5.3 Renewal/Dissolution. The right of renewal shall rest in the Board of Directors. The Board of Directors may place reasonable conditions and limitations on the renewal of any membership. The offer of renewal of membership, including any limitation or condition, shall be established by transmitting to the member notice that the dues for the ensuing year are due and payable to the Market. The payment of such dues shall constitute an acceptance of the offer. Any conditions or limitations placed upon any renewal may be removed at any time as determined by the Board of Directors. Dissolution or non-renewal of any member Supporting Organization shall terminate its membership and all individual memberships associated thereto. Any member may resign by providing notice to Market.

5.4 Voting. Each member, individual or entity, shall appoint one representative, hereafter known as a "Voting Representative," who shall act as the representative of that member entity in all Market meetings. A "Voting Representative" must be the individual member or a current officer, director, employee, retiree or other designee of the member entity. A Voting Representative may designate in writing a proxy for a meeting if the proxy is also a current officer, director, employee, retiree, or other designee of the member entity. A person can only be a Voting Representative for one member entity at a time. Any question of the status of a Voting Representative or proxy shall be decided by the Board in closed special session prior to the meeting.

5.5 Member Meetings.

5.5.1 *Regular Meetings.* The Market shall hold at least one (1) regular meeting of the members per year, one (1) of which shall be designated the annual meeting by the President. The Vice-President or the Executive Secretary shall provide written notice of the regular meeting(s) to the members. At each annual meeting, directors shall be elected and any other business shall be transacted that may come before the meeting

5.5.2 *Special Meetings.* Special meetings of the members may be called by the President or a majority of the Board. Notice of such meetings should state the purpose or purposes of the special meeting.

5.5.3 *Quorum.* A quorum shall consist of those Voting Representatives present in-person or by proxy at a regularly scheduled meeting or special meeting of the members.

5.5.4 *Rules of Order.* Meetings shall generally follow Roberts Rules of Order.

## **ARTICLE VI**

### **Board of Directors**

6.1 Composition of Board. The management of all the affairs, property, and interests of the Market shall be vested in a Board of Directors which shall be composed of no less than three (3) and no more than fifteen (15), including the initial board. The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of reducing the required number of directors to less than three (3) directors.

6.2 Classes. The Board of Directors elected at the initial meeting of the Board shall be divided into three classes (Class A, Class B and Class C) each consisting, as nearly as possible, of one-third (1/3) of

the total number of directors elected at that time. The term of office of Class A directors shall expire at the second annual meeting following the meeting at which they are elected. The term of office of the Class B directors shall expire at the next annual meeting thereafter. The term of the Class C directors shall expire at the fourth annual meeting following the annual meeting at which they are elected. At each annual meeting after the initial annual meeting, directors shall be elected for a term of two (2) years to succeed the directors whose terms expire at such meetings.

6.3 Term. Except for the Class B and Class C directors forming the initial Board, Directors serve two-year terms and may be elected for a second two-year term. Each Director serves until the close of the Annual Meeting of the Board, at which time replacements are elected. No person may serve more than two consecutive full two-year terms as a Director, except that if an individual is also serving as an officer of the Market, his or her term as an officer will not be taken into account for purposes of the two consecutive full two-year term limitation.

6.4 Qualification of Directors. All members of the board of directors shall be natural persons.

6.5 Election. The Directors shall be elected by a majority vote of a quorum of the Board of Directors. Each Director shall hold office until the end of his or her term and until a successor shall have been elected and qualified.

6.6 Committees. The Chairman of the Board shall name such committees deemed necessary for the expeditious transaction of the affairs of the Market; such committees may be comprised of or include persons not members of the Board or of the Market; however, the chairman of the committee must be a member of the Board of Directors.

6.7 Directors Duties.

6.7.1 The Board of Directors shall be responsible for the business affairs of the Market and shall fulfill all other responsibilities outlined in these bylaws or the articles of incorporation. It shall have the authority to perform all acts and transact all business for, or on behalf of, the Market, and to manage the property, affairs, work and activities of the organization. Such authority may be delegated to such Officers or other qualified individuals as the Board determines.

6.7.2 All meetings of the Board of Directors may be conducted according to any medium of communication where all directors may simultaneously speak and be heard by all other directors.

6.8 Discipline & Removal. A director can be disciplined or removed as follows:

6.8.1 Two-thirds Vote. A director may be removed without cause by the vote of two-thirds (2/3) of the directors then in office, excluding the director proposed to be removed.

6.8.2 Failure to Attend Meetings of the Board. A director may be removed by the vote of two thirds (2/3) of the directors then in office, excluding the director proposed to be removed, for failing to attend two-thirds (2/3) of the total of any regular or special meetings held within any twelve (12) month period.

6.8.3 Violation of Bylaws. A director shall be removed for violating any of the provisions of the Market's by-laws, as set forth herein, or the articles of incorporation.

6.8.4 Fraudulent or Dishonest Conduct. A director shall be removed for engaging in fraudulent or dishonest conduct, or gross abuse of authority or discretion, with respect to the Market.

6.8.5 Director Conflict of Interest. A director may be removed by majority vote of the other directors for a violation of the Market's Conflicts of Interest Policy

6.8.6 Removal by Judicial Proceeding. A director may be removed pursuant to a judicial proceeding as provided under Section 33-31-810 of the South Carolina Nonprofit Corporations Act of 1994, as amended.

6.9 Resignation of Director.

6.9.1 A director may resign at any time by delivering written notice to the board of directors, its presiding officer, or to the president or secretary.

6.9.2 A resignation is effective when the notice is effective unless the notice specifies a later effective date. If a resignation is made effective at a later date, the board may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

6.10 Vacancies. Any vacancy on the board of directors may be filled by an affirmative vote of a majority of all the directors remaining in office; provided, however, if a vacancy on the board of directors results in fewer than three (3) remaining directors, the board of directors shall fill such vacancy by an affirmative vote of a majority of the remaining directors.

6.11 Standard of Conduct for Directors.

6.11.1 *General Standards.* A director shall discharge his duties as a director, including his duties as a member of a committee in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the director reasonably believes to be in the best interests of the Market.

6.11.2 *Reliance on Third Party Information.* In discharging his or her duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the Market who the director reasonably believes is reliable and competent in the matters presented, (ii) legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or (iii) a committee of the board of which the director is not a member, as to matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

6.11.3 *Limitation of Third Party Reliance.* A director is not acting in good faith if the director has knowledge concerning the matter in question that make reliance otherwise permitted by Article 5.11.2 unwarranted.

6.11.4 *No Trustee Relationship.* A director shall not be deemed a trustee with respect to the Market or with respect to any property held or administered by the Market, including, without limit, property that may be subject to restrictions imposed by the donor or transferor of the property.

6.12 Compensation. Directors shall not receive any compensation from the Market for their services, but by resolution of the Board of Directors may be reimbursed for the expense of attending meetings of the Board or other activities related to the affairs of the Market.

## **ARTICLE VII**

### **Meetings of Board**

7.1 Place of Meeting. Meetings of the Board of Directors may be held at any place within or outside the State of Michigan, as set forth in the notice thereof or in the event of a meeting held pursuant to a waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the Market.

7.2 Meetings.

7.2.1 *Annual Meeting.* At a mutually convenient time, the Board of Directors will host an Annual Meeting for such purposes as organization and the transaction of any other business as may come before the Board. In addition to conducting such other business as may be appropriate, the Board will meet to review the past year's accomplishments, assess plans for the future and receive comments.

7.2.2 *Regular Meetings.* Regular meetings of the board may be held from time to time between annual meetings at such times and at such places as shall be fixed by the board of directors.

7.2.3 *Special Meetings.* Special meetings of the board of directors for any purpose may be called at any time by the president or any two Directors in office at that time with proper notification of such call to the Secretary or other corporate officer in charge of issuing notice to all Directors.

Notice for special meetings shall include a description of the matter for which the meeting is called.

7.3 Notice of Meetings. Unless waived in accordance with Section 6.4, notice for all meetings of the board shall be properly given in accordance with the following:

7.3.1 *Method and Timing of Notice.* Written notice of the time and place of any meeting must be given by the Secretary either personally, by telephone, by mail, by telegram, or by other electronic communication in accordance with the following:

- (i) Annual Meeting. Not less than ten (10) days prior to such meeting, if notice is by first class mail, or thirty (30) days prior to such meeting if notice is mailed other than by first class, nor more than fifty (50) days prior to such meeting.
- (ii) Regular Meetings. Not less than two (2) days or more than thirty (30) days prior to such meeting.
- (iii) Special Meetings. Not less than twenty-four (24) hours prior to such meeting.

7.3.2 *Effectiveness of Notice.* Written notice, if comprehensible, is effective at the earliest of the following:

- (i) When received;
- (ii) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;
- (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on the behalf of the addressee;
- (iv) fifteen (15) days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed;

7.3.3 *Adjournment of Meetings.* If an annual, regular, or special meeting of members is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If the new date, time or place is not announced at the meeting before adjournment, notice of the new date, time and place of the meeting must be given in accordance with this Article 6.3.

7.3.4 *Notice of Purpose of Meeting.* When giving notice of an annual, regular or special meeting of the Board, the Association shall give notice of a matter a Board member intends to raise at the meeting if:

- (i) requested in writing to do so by a person entitled to call a special meeting; and
- (ii) the request is received by the Secretary or President of the Association at least ten (10) days before the Association gives notice of the meeting.

7.4 Waiver of Notice. Notice to a board member is waived by such member upon either of the following:

7.4.1 *Written Waiver by Member.* A board member may waive any notice required by this Article 6.3 before or after the date and time stated in the notice. The waiver must be in writing, be signed by the board member entitled to the notice, and be delivered to the Board for inclusion in the minutes or filing with the Board's records.

7.4.2 *Attendance at Meeting.* A member's attendance at a meeting:

- (i) waives objection to lack of notice or defective notice of the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting;
- (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice; unless the member objects to considering



the matter when it is presented.

7.5 Action Without Meeting. Action required or permitted to be taken at a board of directors meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken. Action taken under this Article 6.5 is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this Article 6.5 has the effect of a meeting vote and may be described as such in any document.

7.6 Quorum. A quorum of the Board of Directors shall consist of not less than a majority of the board of directors duly appointed to the board.

7.7 Proxy Voting. When a member of the Board cannot attend a meeting, he or she may authorize another member of the Market Board to cast his/her ballot provided:

7.7.1 The absent Board member has been informed of the issues to be considered, and

7.7.2 a signed statement by the absent member is presented authorizing the designated person to cast his/her vote.

7.8 Mail or Facsimile Vote. When a situation arises that requires that action of the full Board between the scheduled meeting dates and a special meeting is not required, a mail and/or facsimile vote may be utilized. Such a vote must be ratified at the next regular meeting of the Board and designated in the minutes.

7.9 Electronic Media / Communications. When a situation arises that requires action of the full Board between the scheduled meeting dates and a special meeting is not required, a meeting held by conference call or other communication equipment may be utilized; provided, however, meetings held by call or other communications equipment must permit all persons participating in the meeting to communicate with each other.

7.10 Minutes. Minutes which accurately reflect the events of each meeting will be prepared by or under the direction of the secretary and placed in a permanent book which he/she will maintain.

7.11 Rules of Order. In the absence of any provisions in these bylaws to the contrary, all meetings of the Board of Directors shall be governed by the parliamentary rules and usages contained in the then current edition of Robert's Rules of Order.

## **ARTICLE VIII** **Powers and Duties of the Board**

8.1 Specific Powers and Duties. Without prejudice to any general powers designated in these bylaws or the laws of the state of Michigan, the Board shall have the following specific powers and duties:

8.1.1 *Appointment of Agents.* To appoint and at its discretion remove such officers or agents as it shall deem proper and to prescribe their duties.

8.1.2 *Business Transactions.* To sue and be sued, complain and defend in its corporate name: to borrow money and give its notes or other obligations therefore; to pledge, encumber, or mortgage and property it may own; to sell, convey, or dispose of any property it may own; to receive and administer funds for religious purposes; to receive, take title to, hold, and use the proceeds and income of stocks, bonds, obligations, or other securities; to take and hold by bequest, devise, gift, purchase, or lease, either absolutely or in trust, any property, real personal, or mixed, without limitation as to amount or value; to reject any or all gifts, benefits, or devises which it deems not in the best interest of the objectives and purposes of the Market. No director or officer of the Market shall have any liability for debt or obligations of the Market, or for any act performed in good faith on behalf of the Market.

8.1.3 *Records.* To maintain records of Board proceedings and of the activities of its officers and agents.

8.1.4 *Reports.* To cause at the president's direction to be prepared annually in writing to be distributed at the annual meeting a report of the business and activities of the Market. The annual report shall express the financial condition of the Market. In addition, on a quarterly basis, the president shall prepare or have prepared a financial statement for the Market. The Board of Directors may cause audit or a review to be made of the financial affairs of the Market if such a review is deemed necessary by a unanimous board. The president will also prepare for presentation at the annual meeting a statement of both short and long term goals and plans for the Market during the next fiscal year.

8.2 General Power and Duties. In addition to the powers and authorities expressly conferred upon it in these Bylaws and the Articles of Incorporation, the Board of Directors may exercise all such powers of the Market and do all such lawful acts and things that are not otherwise prohibited by statute or by the Articles of Incorporation or by these Bylaws.

## **ARTICLE IX**

### **Officers of the Market**

9.1 Officers. The officers of the Market shall be a president, a secretary, and treasurer. The Market may also have vice-presidents; assistant secretaries, assistant treasurers, and such other officers as may be appointed by the president and approved by a two-thirds vote of the Board of Directors. Any number of offices may be held by the same person, except that the same individual may not concurrently hold both the office of president and secretary or president and treasurer.

9.2 Election and Term of Office. The officers of the corporation shall be elected by a majority of the votes of the Board of Directors and shall serve for terms of one (1) year and until their successors have been elected and qualified, or until their earlier death, resignation, removal, retirement, or disqualification.

9.3 Responsibilities of Officers.

9.3.1 *President.* The President of the Market presides at all meetings of the Board of Directors. The President is also an ex officio member of all committees of the board of directors; appoints, and reappoints the coordinators and chairpersons of all committees; and recommends individuals directors to be hired in staff positions. The President has the responsibility for conducting the correspondence of the organization and, with concurrence of the Board, appointing or creating committees and similar advisory groups and councils. In addition, the president shall perform all duties incident to the office of the president and any such other duties as may be required by law, the articles of incorporation, or by these bylaws, or which may be approved from time to time by the board of directors. Notwithstanding any other provision of these bylaws, the articles of incorporation, or the laws of the state of Michigan, the president's service may be terminated immediately by the affirmative vote of two-thirds of the board of directors.

9.3.2 *Secretary.* The secretary shall have responsibility for the corporate minute book. The secretary shall keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors or committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present as such meetings, and the proceedings of such meetings. The book shall also contain all such information required by Michigan law to be kept by the Market in such book. The secretary shall give, or cause to be given, notice of all meetings of the Board of Directors. The secretary shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or the president may from time to time delegate.

9.3.3 *Treasurer.* The treasurer shall attend to the following:

(i) *Accounting Records.* The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records and accounts of the properties and business transactions of the Market, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of accounts shall be open to inspection by any director at all reasonable times in accordance with the laws regarding such inspection.

(ii) *Deposit and disbursement of money and valuables.* The treasurer shall deposit all and other valuables in the name and to the credit of the Market with such depositories as may be designated by the board of directors; shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Market; and shall have other powers and perform such other duties as may be prescribed by the board directors or the bylaws. In addition, the Treasurer shall disburse the funds of the Market in accordance with the direction and policies established by the Board of Directors.

(iii) *Bond.* If required by the board of directors, the treasurer shall give the Market a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his office and for restoration to the Market of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office. The premium for such surety bond shall be paid by the Market.

(iv) *Other Duties.* The treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or the president may from time-to-time delegate.

9.3.4 *Delegation.* If any officer of the Market is absent or unable to act and no other person is authorized to act in such officer's place by the provisions of these Bylaws, the Board of Directors may from time-to-time delegate the powers or duties of such officer to any other officer or any director or any other person it may select.

#### 9.4 Standard of Conduct for Officers.

9.4.1 *General Standards of Conduct.* An officer of the Market with discretionary authority shall discharge his duties under that authority in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in the manner the officer reasonably believes to be in the best interests of the Market.

9.4.2 *Reliance on Third Party Information.* In discharging his or her duties, an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more officers or employees of the Market who the officer reasonably believes to be reliable and competent in the matters presented or legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

9.4.3 *Limitation based on Actual Knowledge.* An officer is not acting in good faith if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by Article 8.4.2 unwarranted.

9.4.4 *Officer Not Liable.* An officer is not liable to the Market or other person for any action taken or not taken as an officer, if the officer acted in compliance with this Article 8.4.

#### 9.5 Resignation and Removal of Officers.

9.5.1 *Resignation.* An officer may resign at any time by delivering notice to the Market. The resignation is effective when the notice is received unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Market accepts the future effective

date, the board of directors may fill the pending vacancy before the effective date provided; however, that the successor does not take office until the effective date.

9.5.2 *Removal.* The board by majority vote may remove an officer at any time with or without cause. The board shall remove an officer for a violation of the Market's by-laws, as set forth herein, or the articles of incorporation. The board shall remove an officer for failure to meet the standard of conduct as set forth in Section 33-31-842 of the South Carolina Nonprofit Corporation Act of 1994, as amended.

9.6 Vacancies. If there exists a vacancy in one or more of the officer positions:

9.6.1 *Vacancy in the Office of President.* If the President dies, resigns or becomes otherwise disqualified, the Vice President, if any, shall become President for the balance of the unexpired term. If there is no Vice President, the Board shall appoint a Board Member to serve as interim President for the balance of the unexpired term. If such tenure is less than six months, the new President may be reelected to serve a full one-year term.

9.6.2 *Other Officer Vacancies.* The Board of Directors shall fill any vacancy of the office of Secretary, Treasurer or any other officer positions by the election of another such officer receiving a majority of the votes of the directors entitled to vote.

## **ARTICLE X** **Other Staff**

As the Market grows in its needs and resources, other staff may be appointed by the president pursuant to the approval of the Board of Directors. The duties and responsibilities of these staff shall be set forth by the board of directors with the president's input. They may be removed by the president with or without cause.

## **ARTICLE XI** **Committees**

11.1 Committees, Councils, Task Forces and Advisory Groups. As the Market grows in its needs and resources, the Board of Directors may establish from time to time one or more standing or special committees, councils, task forces and/or advisory groups. The Board of Directors of the Market, with the input of the President, may establish such committees, councils, task forces and advisory groups as may be necessary to accomplish the mission and purpose of the Market. Members of such committees, councils, task forces and advisory groups may be Board members, Non-Board members, and others dedicated to the mission and purposes of the Market.

11.2 Policies and Procedures. Committees and other groups duly convened under these bylaws will be given duties, responsibilities, terms and rules for operating at the time they are established by the Board of Directors. All such entities will be governed by the policies and procedures applicable to the Board itself as stated within these bylaws.

## **Article XII** **Manner of Acting**

The act of a majority of the Directors, Committee members, Councils or other groups duly established by the Market, at a duly called meeting at which a quorum is present shall be the act of that body, unless the act of a greater number is required by law, the Articles of Incorporation of the Market, or these bylaws.

## **ARTICLE XIII** **Distributions and Disbursements**

13.1 Distributions and Disbursements. The Board of Directors, not less frequently than annually, shall (a) determine all distributions to be made from net income and principal of the Market pursuant to provisions of the Articles of Incorporation and these bylaws; (b) make, or authorize and direct the payments to organizations or persons to whom payments are to be made, in such amounts and at such

times as it deems necessary to assure use for the charitable purposes and in the manner intended; and (c) determine all disbursements to be made for administrative expenses incurred by the Market and direct payments thereof.

13.2 Manner of Acting. All such determinations shall be made by the affirmative vote of a majority of Directors present at a meeting duly called at which a quorum is present, unless otherwise expressly provided in these bylaws or by direction of the donor as a condition of the gift.

#### ARTICLE XIV

##### Conflicting Interest Transactions

The Board shall adopt and enforce a Conflicts of Interest Policy.

#### ARTICLE XV

##### Indemnification of Board of Directors, Officers, Employees and Agents

Unless otherwise provided in the articles of incorporation the Board of Directors, Officers, employees and agents shall be immune from suit arising from the conduct of the affairs of the Market; provided, however, this immunity from suit shall not apply when such conduct amounts to willful, wanton, or gross negligence. Nothing in this Article shall be construed to grant immunity to the Market. The Market shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Market or who is or was serving at the request of the Market as an officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, or employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity or arising out of any status as such, whether or not the Market would have the power to indemnify such person against such liability under the provisions of this Article.

#### ARTICLE XVI

##### Books and Records, Contracts, Checks and Deposits

16.1 Books and Records. The Market shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors; and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its directors, giving the names and addresses of all directors.

16.2 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Market, in addition to the officers so authorized under these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Market. Such authority must be in writing and may be general or confined to specific instances or purposes.

16.3 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Market shall be signed by such officer or officers agent or agents, of the Market and in such other manner as may from time to time be determined by resolution of the Board of Directors. In absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of the Market.

16.4 Deposits. All funds of the Market shall be deposited from time to time to the credit of the Market in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE XVII

##### Miscellaneous

17.1 Construction. As used herein, the neuter gender shall also denote the masculine and feminine, the masculine gender shall also denote the feminine and neuter, and the feminine gender the masculine or neuter.

17.2 Severability. If any portion of these bylaws shall be invalid or inoperative, then, so far as is

reasonable and possible (a) the remainder of these bylaws shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

17.3 Table of Contents; Headings. The table of contents and headings are for organization, convenience and clarity only.

17.4 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the Articles of Incorporation.

17.5 References to Internal Revenue Code. All references in these bylaws to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any applicable future United State Internal Revenue Law, and to all regulations issued under such sections and provisions.

**ARTICLE XVIII**  
**Tax Exempt Status**

18.1 Tax-Exempt Status. The affairs of the Market at all times shall be conducted in such a manner as to assure the Market's status as an organization qualifying for exemption from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

18.2 Dissolution. The Market may be dissolved and liquidated at any time by a unanimous affirmative vote of all of the Directors at a meeting of the Board of Directors duly called with notice for that purpose.

18.3 Liquidation on Dissolution. In the event of the dissolution of the Market, after paying all liabilities, the Board of Directors shall dispose of the remaining assets in accordance with the Articles of Incorporation.

**ARTICLE XIX**  
**Amendments**

Amendments to these Bylaws shall be made only at a regular meeting of the Board of Directors where the amendment was presented to each board member at least five (5) days prior to the meeting and three-fourth (3/4) of the board affirmatively votes to adopt such an amendment. This is to certify that the foregoing is a true and correct copy of the Bylaws of the Pontiac Farmer's Market Nonprofit, a Michigan non-profit corporation, and that such revised bylaws were duly adopted by the board of directors of said corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By:  
Secretary



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**DDA ACTION SUMMARY SHEET**

**MEETING DATE:** July 16, 2024

**TOPIC** Executive Director’s Report

**Attached:** Executive Director’s Report

**RECOMMENDED MOTION:**

To Receive and File the Executive Director’s Report

# EXECUTIVE DIRECTOR REPORT

Matthew Gibb – Executive Director

July 16, 2024



## I. NEWS AND UPDATES

STAFFING – ADMINISTRATIVE COORDINATOR Following the retirement of Diane Kochis, who preformed a multitude of tasks beyond her job description, we have posted this position and sent the description out to various channels. We have received more than 40 applications and resumes, with a few being a partial/strong match. We are completing final recruitment of interest and moving forward with interview with an anticipated hire and start by August 1.

**WORK IN PROGRESS:** Interviews are being scheduled for the week of July 22, 2024. If board members are interest5ed in sitting in, or participating, anyone is welcome.

SERVICE AGREEMENT – We had our initial meeting with Village Manager and staff on July 9, 2024. At this meeting we were again informed of the position of the Village Manager that the time tracked by Village departments exceeds the charged time in the budget and expired service agreement. We have taken a two pronged approach to better analyzing and approaching the methodology of how this new structure can get done.

➡ **LUMP SUM OFFER** – We have offered the Village to change the statutory admin fee to a lump sum, by percentage of our Tif capture revenues. This approach is very common amongst other DDA’s in Michigan. As example, the Rochester DDA has a single lime item for admin fees that amount to approximately 11% of its capture revenues, with an added line for DPW specific services as they would request. While not outright rejected, the Village Manager did not open a dialogue on this concept, instead indicating he would provide data supporting the village status quo.

➡ **HOURLY ACCOUNTING** – the manner in which the Village wants the DDA to continue paying for scheduled services amounts to an hourly tracking system. We are awaiting their first submission of data that will assert what time they believe applies to DDA services, and at what rate. We will analyze whether this is functionally reasonable, or accurate, and on conclusion build a tracking procedure that would change the format of how theses service fees are charged from a monthly draw to an invoiced payable.

**WORK IN PROGRESS:** An example of how difficult this will become is as follows: The Village is asserting that from January through May 2024 the DDA has benefitted from just over \$63,000 in charged DDA service time. This does not rationally make sense, and does not in any fashion balance against actual requested services or known functions under the expired contract. We are anticipating a lengthy process to unravel that approach.



**II. TO DO'S AND MORE**

- Asset Mapping / Parking Agreement(s): All contracts for parking have been pulled and are being reviewed and planned for updating. We have asked the Village for an asset map that identifies ownership, control and responsibility for owned public space and parking areas.
  - There will be an analysis of parking leases, and more importantly, the public lots and ROW areas that the DDA has long been shouldered with cleaning, while paying a service fee to the Village for the same service. This will be assessed as part of the renewed service agreement approach.
- DDA Office: Our new lease is signed and approved. We are completing a small aesthetic improvement along the southerly boundary of the property, meaning, we are replacing the long broken and rotted fencing.
  - The new fencing will be less than \$500 and complete our goal of making the office an example for other properties to be clean and open for business.
- HERITAGE CONSULTING: Outreach has now happened as the principal at Heritage has returned from an obligation out of the country. We are planning an initial work-process meeting via zoom/teams before April 19, 2024 and from that meeting will announce a timeline and deliverable needs.
  - ➡ There needs to be a 501(c)(3) organization formed, which we can accomplish, but the focus of the identity and purpose must be refined.

**WORK IN PROGRESS:** This is on tonight's Agenda.

- Gift Certificates: We accumulate funds from the Downtown Dollars program, via credit card / debit pay, in a separate account. This needs to have a better control and audit mechanism, which is being reviewed.
  - The Resolution to allow access to the PNC account has been completed.

**III. BUDGET.** The board, at its special meeting approved the Revised and Adopted Budget for 24-25 as submitted to us by the Village. During this process, the Village asked that we obtain an opinion from outside counsel as t the budget proceed. We did that, and it was exactly as our Executive Director previously asserted:

1. Step 1 – the Executive Director prepares a budget based upon the anticipated revenues and expenses of the DDA.
2. Step 2 – the Executive Directors budget is considered by the DDA Board, who app[roves the final budget after all considerations from the Board.
3. Step 3 – the DDA Board approved budget is sent to the Village Council who can then take one of three actions:
  - a. Approve the budget as submitted by the DDA Board.

- b. Approve the budget, with the addition of a reasonable fee for administration as allowed by PA57.
  - c. Reject the budget and send it back to the DDA Board for additional consideration.
4. Step 4 – After the budget is approved by the Village Council (with whatever process of rejection or the adding of an admin fee solved) the DDA Board then adopts the budget for the new fiscal year.

➡ What is not included in the process is any procedure for the Village to create their own budget on behalf of the DDA and ask that the DDA Board adopt the budget they have created. This process MUST be fixed prior to the next budget.

**WORK IN PROGRESS:** Our office is now assessing necessary budget adjustments, pending the resolution of the Service Agreement and admin charging. The Board will need to consider amendments at its August 2024 meeting.

#### IV. LUMBER YARD

The development project is moving forward as all the details get organized and gathered. Of significant note to the initial analysis work being conducted:

PICK AND DONATE. WE CANCELLED THIS EVENT FOLLOWING ADVICE FROM OUR ENVIRONMENTAL FIRM, AND THE LEGAL COUNSEL OF OUR EXECUTIVE DIRECTOR.

MDOT PERCOLATION BASIN. This area is now being attacked with the help of Congresswoman McClain’s office. We have discovered that the basin is actually a vernal pond and there is a question of wet lands designation. Progress is being made.

FUNDING RESOURCE PLANNING. Concepts that include possible RTA access, multi-modal grant support, land lease revenue planning, optimization of PPP offerings, and other ideas are being compiled. Contact has been made with multiple developers, planning experts from outside the region, interviews conducted with local voices, and debt service options are being constructed.

ENVIRONMENTAL INSPECTIONS. We are now fully up to speed with the entire baseline environmental report and its findings on the site. AKT Peerless who performed the initial investigatory work, is preparing a final due care plan.

DECONSTRUCTION. We plan to continue deconstruction and plan to:

- OFFICE: We are cleaning out the office and assessing whether it can be saved.
- SIGNS: Carefully, and without liability, remove and store the artwork sign and the lumber yard sign. We want to deconstruct the main triangle sign and store the panels. **DONE**
- Clear vegetation away from structures. **DONE**
- Commence historic architecture work with County. **DONE**

SMALL LOT ON SITE. A proposal to offer \$7000 is on tonight's agenda.

**VOLUNTEER WALK THROUGH AT THE LUMBER YARD - JULY 24 5:30pm-7:30pm**

Sign up of volunteers, walk through the site, identify scheduled work, needed work, and clean up task lists. Those that attend can sign up for Volunteer Day's which will occur the first week of August.

**VOLUNTEER DAYS – August 1-4 10:00am – 8:00pm**

**V. MAIN STREET COMMITTEE WORK / POWER HOUR**

**There is a need to re-start both committee work and the Power Hour Series.**

The small board meetings held with leadership were excellent. Several concept questions arose that are now being formulated in strategic planning:

- How can we build a better identity?
- What is our approach to maintaining cleanliness and readiness to address changes?
- How can we communicate better, and more directly to a broader audience.
- Is there a mechanism to draw together our building owners to define a better vision for the overall identity and diversity if downtown?
- Is there a means to draw more hands on resources to start up and second stage businesses to help growth and long term stability?
- Can we apply data better?
- Communication, Communication, Communication, from all sources and listeners.

Respectfully Submitted,

Matthew Gibb

[gibb@downtownlakeorion.org](mailto:gibb@downtownlakeorion.org)

(248) 464-0307



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**DDA ACTION SUMMARY SHEET**

**MEETING DATE:** July 16, 2024

**TOPIC** Assistant Director’s Report

**Attached:** Assistant Director’s Report

**RECOMMENDED MOTION:**

To Receive and File the Assistant Director’s Report



# MEMORANDUM

Janet Bloom – Assistant Director

July 16, 2024

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## Completed Events:

**Lions Club Jubilee Carnival and Beer Tent** (June 20-23). Extreme heat and some heavy downpours impacted crowds but those who attended had a great time. We connected with Chris from the Lions Club a few days beforehand and we worked through logistical information so we could notify our merchants. We plan to connect earlier and work hand-in-hand as they begin plans for next year's event.

**Lake Orion's American Summer Restaurant Week** (June 24 - 30). This was a great way to widen the audience to area restaurants. Top comment was many restaurants were only offering their usual specials. We will be working with organizer on this topic and ways that we can synergize with our restaurants and patrons for this event.

**American Summer Pub Crawl (Lake Orion and Oxford)** (June 28). This was the first year LOAS included Oxford businesses. Over 200 attendees and organizer was pleased with the results of the event. Again, we will be reviewing this event with the organizer to see how we can work together more cohesively next year.

**Flare Night** (July 5). The timing of a rain storm impacted participation this year. We haven't heard final fundraising outcome on this event. We hope it was successful.

**Lake Orion Fireworks** (July 6). A favorite event for the area! It helped having additional parking at the Lumberyard. With the various fundraisers, we hope the fireworks committee was able to reach their goal. The show was spectacular and it was great seeing so many residents and visitors sharing their photos and videos online.

**Kickoff Concert Lake Orion Live! Concert Series** (July 10). Remnants of Hurricane Beryl forced the party indoors to 20 Front Street but it was standing room only and a great 5-piece band of Adrian and Meredith got the crowd into high spirits. Thank you, 20 Front Street for making accommodations and providing a unique space to make the event special. We appreciate the support of our sponsors: Flipspot Gymnastics, Sparebox Storage, and sponsor/producer 20 Front Street. A special thanks to Cookies and Cream and Wee Bean Coffee Co. for being gracious hosts to all the attendees and band members.

## Upcoming Events:

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

July 28 – Lake Orion Cops & Kids Car Show

August 7, 14, 28 – LOLive! Concert Series at Children’s Park (DDA), 6:30 – 8 pm

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

**Special Note:** the Lake Orion DDA and Oxford DDA are participating in the Dragon Boat Races. Oxford DDA has pulled together a sponsor and 10 paddlers. If you are interested in joining the Lake Orion DDA team and/or being a sponsor for the #StrongerTogether Dragon Boat, reach out to Janet Bloom, bloom@downtownlakeorion.org.

Fall and Winter events (September – December) are in the planning stages with more details to come.

### **Social Media Stats**

#### **Downtown Lake Orion Facebook:**

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

**Estimated Reach:** Previous: 104,000 (last 90 days); Current: 132,000 (# of people who saw content at least once)

**Engagement:** Previous: 33,004; Current: 38,387 (last 90 days) (reactions, comments, shares, or clicks on our posts)

**Demographics:** 78.6% female/21.4% male

**Top post:** Beer Cup photo in streets during Jubilee 12,700 reach (June)

#### **Downtown Lake Orion Business Group:**

124 members (added 1)

#### **Instagram:**

3,989 Followers (added 23)

#### **X (formerly Twitter):**

1,588 Followers (added 1)

### **Ribbon Cuttings in Downtown**

**Sawdust & Cider Trading Co.** is celebrating a grand reopening, Saturday, **July 13**, at 3 pm. Address is 12 N. Broadway, Lake Orion, MI 48362.

The Orion Area Chamber of Commerce is hosting a Ribbon Cutting with Gwen Daubenmeyer at **Keller Williams Collaborative** on Thursday, **July 18**, 4:30 pm – 5:30 pm. Address is 59 S. Broadway, Lake Orion, MI 48362.

We invite you to come support these businesses at their openings!

### **Streetlight Banners**

The majority of banners were installed by DPW recently. They ran out of time to do the ones needing a hired lift truck prior to preparations for fireworks, etc. An estimate on a rental was around \$300 so we will do preparations to get those installed shortly.

### **Other items**

DDA Office Clean Up:

There is continued brush and weed clean up at the office. Gutter and clearing the roof of debris are also needed. A day or two will need to be devoted to shed and basement clean out. Due to the retaining wall by basement door giving way, efforts will be made to go through basement items and move what we can to the storage unit and pitch anything no longer needed.

DDA Storage Unit:

With the shelving up, we can now go through and organize the contents of the storage unit. I anticipate this to be a one to two day project.

Respectfully Submitted,

Janet Bloom

[bloom@downtownlakeorion.org](mailto:bloom@downtownlakeorion.org)

cell (248) 320-7599