



# AGENDA

## REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, September 23, 2024

7:30 PM

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

(248) 693-8391 ext. 102

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Presentations**
5. **Call to the Public**
6. **Consent Agenda**

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

- A.** Parks and Recreation Advisory Committee Resignation – Jody Hand
- B.** Receive and file correspondence from Thomas Sakala dated September 6, 2024, regarding Sewer Pump station project
- C.** 2024 Election of the Michigan Municipal League Liability & Property Pool Director Election
- D.** Approval of Special Event - 2024 Lake Orion High School Homecoming Parade
- E.** Approval of Special Event – Halloween Extravaganza
- F.** Approval of Special Event – Here Lies Lake Orion Cemetery Tour
- G.** Approval of Village Council Regular Meeting Minutes of September 9, 2024

H. Receive and File of Downtown Development Authority Board Regular Meeting Minutes of August 20, 2024

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

**8. Approval of Agenda**

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

**9. Public Hearings**

**10. Financial Matters**

A. Invoice Approval - September 23, 2024

**11. Other Items**

A. Tour on Orion and Pedal Boat Pub Boat Dock Access Management Agreements

**12. Call to the Public**

**13. Council Comments**

**14. Village Manager Comments**

**15. Closed Session Items**

**16. Business From Closed Session**

**17. Adjournment**

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

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



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC** Parks and Recreation Advisory Committee Resignation – Jody Hand

**BACKGROUND BRIEF:** Jody Hand has submitted an email resigning from her position on the Parks and Recreation Advisory Committee.

**RECOMMENDED MOTION:** To accept the resignation of Jody Hand from the Parks and Recreation Advisory Committee with regrets, and request the Village Clerk to post the vacancy of the position.

**Sonja Stout**

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**From:** jodyhand23@gmail.com  
**Sent:** Sunday, September 15, 2024 10:25 AM  
**To:** Sonja Stout  
**Subject:** Resignation

Good morning Sonia,

I am writing you to let you know that I will be resigning from the Parks and Recreation committee. This should be effective immediately. I am sorry to leave, but some changes in my work and in my life are causing me to not be able to attend on a regular basis. I hope you were able to find a suitable replacement Quickly

Thank you so very much for all of your help! Please let me know if I need to provide anything else to the village

Jody Hand  
Sent from my iPhone



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC** Receive and file correspondence from Thomas Sakala dated September 6, 2024, regarding Sewer Pump station project

### BACKGROUND BRIEF:

Pursuant to Village Council rules, Administration is requesting that Council receive and file the correspondence received from Thomas Sakala dated September 6, 2024, regarding the Sewer Pump station project. Hard copies of the correspondence were provided to Council at the September 9, 2024 meeting.

### SUMMARY OF PREVIOUS COUNCIL ACTION:

None

### FINANCIAL IMPACT:

None

### RECOMMENDED MOTION:

To receive and file the correspondence received from Thomas Sakala dated September 9, 2024, regarding the Sewer Pump station project.

**Sonja Stout**

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**From:** Lake Orion, MI <noreply@civicplus.com>  
**Sent:** Friday, September 6, 2024 6:28 PM  
**To:** Sonja Stout  
**Subject:** Sewer Pump Station Rework

Name: Thomas Sakala  
Email: tasakala@yahoo.com

Message: Dear Sonja, Please pass this message on, in its entirety, to the Village Council, and also please cc: the Village Manager, as your web site seemingly only allows "individual" emails to the respective Village personnel I am trying to reach. Thank You. Thomas Sakala 164 Bellevue Avenue Cell: (248-895-7107 Dear Village Council Members: Mr. Ken Van Portfliet, Mr. Jerry Narsh, Ms. Teresa Rutt, Mr. Stan Ford, Ms Nancy Mosier, Mr. Michael Lamb, and Mr. Carl Cyrowski, cc: Village Manager, Mr. Darwin McClary I would like to strongly suggest that the upcoming costs and fees for the much needed sewer pump station(s) rework and/or replacement be isolated on our Village Water and Sewer bills. A "Special Assessment" type isolation if you will. That way all village rate payers can relate to the scope of work involved, along with the total cost impact. Once the work is completed and the contractors and associated bills are paid, the isolated upgrade/rework billings go away. Pay as you go . . . so these associated costs are not baked into our future water/sewer bills forever. Cannot be that difficult to code into the existing system. And if your coding team needs help isolating these costs, I am more than willing

to assist. Thanks, Thomas Sakala 164 Bellevue Avenue (248)895-7107 



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC** 2024 Election of the Michigan Municipal League Liability & Property Pool Director Election

**BACKGROUND BRIEF:** A copy of the 2024 MML Workers' Compensation Fund Ballot for the re-election of two (2) Directors to three-year terms beginning January 1, 2025 has been provided in the packet with a brief biographical sketch of each candidate. The Village is obligated to cast a ballot. The ballot does need to be cast no later than November 8, 2024.

**RECOMMENDED MOTION:** To authorize the Village Clerk, Sonja Stout, to cast the Village of Lake Orion's 2024 Official Ballot for the election of the two (2) nominated Directors to the Michigan Municipal League Workers' Compensation Board of Trustees.



michigan  
municipal  
league

liability &  
property  
pool

Section 6, Item C.

1675 Green Road  
Ann Arbor, MI 48105  
P: 734-662-3246  
800-653-2483  
F: 734-662-8083  
mml.org

**To:** Members of the MML Liability & Property Pool  
**From:** Michael J. Forster, Fund Administrator  
**Date:** September 9, 2024  
**Subject:** Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8<sup>th</sup>. Alternately, you may complete your ballot online:

Go to [www.mml.org](http://www.mml.org). At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Liability & Property Pool*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Forster".

Michael J. Forster  
Pool Administrator  
mforster@mml.org

## THE CANDIDATES

Three-year terms beginning January 1, 2025

### ***Thad Beard, Manager, City of Rockford***



Thad has over 23 years' experience in municipal government and has been the city manager of Rockford since 2017. He previously served as the City of Otsego's manager for 17 years and as the City of Wayland's assistant manager for three years before that. He is a member of the Michigan Municipal Executives and former member of its Board of Directors. Thad grew up in Kalamazoo, received an undergraduate degree from Great Lakes Christian College and a master's degree from Western Michigan University. Thad is seeking election to his second term.

### ***Dan Swallow, Manager, City of Tecumseh***



Dan has more than 18 years' experience as a municipal official and has been the City Manager of Tecumseh since 2015. Previously, his government career included tenures with the Toledo Metropolitan Area Council of Governments, Van Buren Township, and as the Economic & Community Development Director for the City of Monroe. He has credentials from the American Institute of Certified Planners (AICP) and actively participates in the Michigan Association of Planning and Michigan Municipal Executives. Dan grew up in the small northeastern Michigan community of Alpena. Dan is seeking election to his second term.

Michigan Municipal League  
Liability & Property Pool

OFFICIAL BALLOT - 2024

Vote for two Directors by marking the line to the left of the name for three-year terms beginning January 1, 2025.

— Thad Beard, Incumbent  
Manager, City of Rockford

— Dan Swallow, Incumbent  
Manager, City of Tecumseh

\_\_\_\_\_  
Write-in Candidate

I hereby certify that:

\_\_\_\_\_  
(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability & Property Pool.

\_\_\_\_\_  
Official Signature  
Date:

**Ballot deadline:  
November 8, 2024**

MICHIGAN MUNICIPAL LEAGUE  
1675 GREEN RD  
ANN ARBOR MI 48105-9921

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 1251 ANN ARBOR MI  
POSTAGE WILL BE PAID BY ADDRESSEE



**NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES**





## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC:** Approval of Special Event - 2024 Lake Orion High School Homecoming Parade

### BACKGROUND BRIEF:

Lake Orion High School Homecoming parade was submitted by Lora Hogan on behalf of the Lake Orion Leadership Class - Lake Orion High School for the 2024 Lake Orion High School Homecoming Parade 2024 to be held on Sunday, October 6, 2024. Road closure to start at 3:00 PM, parade to start at 3:30 PM on various Village properties as outline in the application which is attached. This is an annual event.

### RECOMMENDED MOTION:

To adopt Resolution 2024-031 approving the LOHS Homecoming Parade 2024 Permit and the License Agreement between the Village of Lake Orion and Lake Orion Leadership Class - Lake Orion High School, Lori Hogan- Advisor for the use of public property and roads for the LOHS Homecoming Parade 24. Event to be held October 06, 2024, and authorize the Village Council President and Village Clerk to execute the document on behalf of the Village.



**VILLAGE OF LAKE ORION  
 COUNTY OF OAKLAND  
 STATE OF MICHIGAN  
 RESOLUTION 2024-031**

**A RESOLUTION APPROVING THE EVENTS PERMIT APPLICATION FOR THE 2024 LAKE ORION HIGH SCHOOL HOMECOMING PARADE AND LICENSE AGREEMENT**

**VOTING YEA:  
 VOTING NAY:  
 ABSENT:  
 MOTION:**

**RESOLVED:** To approve the Event Permit Applications submitted by Lora Hogan on behalf of the Lake Orion Leadership Class - Lake Orion High School for the 2024 Lake Orion High School Homecoming Parade 2024 to be held on Sunday, October 6, 2024. Road closure to start at 3:00 PM, parade to start at 3:30 PM on various Village properties as outlined in the application which is attached.

**FURTHER RESOLVED:** This approval is contingent on the following:

**Fire Department Requirements:** It is the recommendation of the Orion township Fire Department that the event, Lake Orion Homecoming Parade, be approved with the following conditions:

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. Parade route shall follow the approved map that was submitted with application.
3. Anderson and Front Streets shall remain open.

**FURTHER RESOLVED:** To approve the License Agreement between the Village of Lake Orion and the Lake Orion Leadership Class- Lake Orion High School, Lori Hogan- Advisor for the Lake Orion Homecoming Parade and to authorize the Village President and Village Clerk to execute the Agreement on behalf of the Village.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, SEPTEMBER 23, 2024.

Sonja Stout  
 Village of Lake Orion Clerk/Treasurer

**CERTIFICATION**

I, Sonja Stout, duly appointed Clerk/Treasurer of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-031 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 23<sup>rd</sup> day of September 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this 23<sup>rd</sup> day of September 2024.



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

DATED: September 24, 2024



## **REQUIRED DOCUMENTS FOR A SPECIAL EVENT PERMIT AND EVENT APPROVAL PROCEDURE**

The following lists all documents required for a complete submittal of a Special Event Permit application.

### **Special Events Permit**

To initiate the special event application process, event organizers must complete and sign a Special Events Permit Form. The application must include a brief description and purpose of the event, the dates and times of the event, including setup and clean-up dates, and a complete listing of contact information for the event organizer. The contact person listed will serve as the emergency contact for the event. The contact person listed must be present at the event. If not, another emergency contact person must be named.

### **Event Map**

The application form must be accompanied by an event map. The map must clearly show the location(s) for each activity during the event.

### **Hold Harmless Agreement**

A Hold Harmless Agreement is included with the application form and must be completed, signed, and returned as part of the application package. The Hold Harmless Agreement form must include TWO witness names and signatures in addition to the applicant's name and signature.

### **Insurance Certificate**

All sponsors of special events shall carry general liability insurance with coverage for bodily injury, death and property damage of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate. In addition, an event sponsor shall be required to provide a valid certificate of insurance naming the Village of Lake Orion as an additionally insured must be included in the application package. The insurance certificate policy must include the date(s) of the specified event, including set up and tear down, and the Village's address, listed as:

**Village of Lake Orion  
21 E. Church St.  
Lake Orion MI 48362**

Based on the nature of the event the applicant may be required to provide additional insurance.

### **License Agreement (if applicable)**

A License Agreement approved by Village Council is required for all events.

### **Temporary Sign Application (If applicable)**

Special events that will be erecting temporary signage before or during the event must complete a Sign Permit Application. Sign regulations including exempt signage as well as temporary sign regulations are listed in Chapter 155 of the Village of Lake Orion Code of Ordinances found on the Village of Lake Orion Website at [www.lakeorion.org](http://www.lakeorion.org). The permit application can be found here on the Village's website. Signage may have separate fees associated with it.

### **Request to Use Village Equipment (If applicable)**

Special events that will require street closures or the use of other Village equipment must complete a Request to Use Village Equipment Form.

### **Pre-Application Meeting**

Prior to submitting your Event Application Form, you will be required to set up a meeting with the Village Administration including representatives from the DPW, Fire Department, and Police Department to review your event. Please contact the Village Offices at (248) 693-8391 extension 105 or at [events@lakeorion.org](mailto:events@lakeorion.org) to set up an appointment.

## **EVENT APPROVAL PROCESS**

### **Village Administration Internal Review**

Complete Application package should be submitted in person or mailed to Village Hall located at 21 E. Church St. or via electronic mail to the Village Office at [events@lakeorion.org](mailto:events@lakeorion.org). Event applications shall be submitted 120 days in advance of your event date. Event review will not move forward until such time as all required documents for the event have been submitted.

Upon receiving complete application packages, the Village administration will begin their review. The Police Chief, Director of DPW, Orion Township Fire Marshall, and Orion Township Building Official (as needed), DDA Executive Director and Events Committee Members will be notified of the event and asked to review the application package. The applicant will be notified of any additional items required for approval.

### **Village Council Approval**

All events as require Village Council approval prior to the start of the event. The Village Council meets twice a month, typically on the second and fourth Mondays of each month. The applicant will be notified when their application will be placed on the Village Council agenda. The Village Council may approve, approve with conditions, deny, or table the special event request.

### **Preparation for Event**

Upon approval, the applicant will be required to work with applicable Village departments to ensure the success of their event. For example, this may require working with the Police Department for requested road closures and public safety measures.



21 E. Church Street  
 Lake Orion, Michigan 48362  
 Tel 248.693.8391  
 Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**EVENT PERMIT APPLICATION**

**\*\* ATTN: APPLICATION NEEDS TO BE TURNED IN 120 DAYS PRIOR TO EVENT\*\***

Date of Application: 6/24/24	Date Application Fee Paid:
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Sponsoring Organization's Legal Name: Lake Orion Leadership Class-Lake Orion High School	
Phone 248-895-8501	Fax
Email Leadership@lok12org	Website

Sponsoring Organization's Agent Name: Lori Hogan - advisor	
Phone 248-895-8501	Fax
Email Lora.hogan@lok12.org	Website

Event Name: Lake Orion High School Homecoming Parade 2024
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Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary) Lake Orion HS students will arrive to set up at 2PM Closure of Flint/Broadway at 3:15 for a 3:30 start No Parking on the street for viewers to see parade.
--

Date/Hours of Event:  Sunday, October 6, 2024, 3:30 start time
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Date/Hours of Set-up and Tear Down:  Set up begins at Blanche Sims Elementary School at 2 pm for a 3:30 start time
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<p><b>Event Location and Boundaries</b></p> <p>Blanche Sims Elementary School Florence Street Flint to Broadway Broadway to Church</p> <p><i>Include an Event Map which clearly shows the locations for each activity during the event, including but not limited to the following:</i></p> <ul style="list-style-type: none"> <li>• Tent locations - Hansens Running</li> <li>• Parking / loading areas</li> <li>• Food / drink stations</li> <li>• Streets and parking lots to be closed</li> <li>• Walk / run routes</li> <li>• Anticipated staffing</li> <li>• Loading locations</li> <li>• Porta john locations and number</li> <li>• Trash/dumpster Trash on sidewalks</li> <li>• Event staff parking</li> </ul>
<p>Will street closures and/or Parking Lot closures be necessary:    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, describe, including date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.</p> <p>Closure at 3 pm for Flint/Broadway</p>

Coordinating with Another Event: YES <input checked="" type="radio"/> NO	If Yes, Event Name
Event Name/Details:	

<h3>Event Information</h3>
Type of Event <i>(See definitions attached to information page)</i> <input type="checkbox"/> Village Operated <input type="checkbox"/> DDA <input type="checkbox"/> Individual <input type="checkbox"/> Co-Sponsored <input type="checkbox"/> Group
<b>Indicate Status</b> <input checked="" type="checkbox"/> Non-Profit* <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> For-Profit
<b>*If the event is sponsored by a Non-Profit please provide proof of non-profit status.</b>

<p>Annual Event: Is this event expected to occur next year? ( <input checked="" type="checkbox"/> ) Yes      ( <input type="checkbox"/> ) No          If yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide next year's specific dates. Event Application Form will need to be filled out for each year's event.</p>
<p>Is this event a Fund raiser? ( <input type="checkbox"/> ) Yes      ( <input checked="" type="checkbox"/> ) No          If YES, indicate beneficiary information:</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? ( <input type="checkbox"/> ) Yes      ( <input checked="" type="checkbox"/> ) No          Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? ( <input type="checkbox"/> ) Yes      ( <input checked="" type="checkbox"/> ) No          Describe:</p>
<p>Total estimated attendance each day          1000+ Spectators</p>
<p>What parking arrangements will be necessary to accommodate attendance?          Describe:          Community members will park at Blanche Sims Elementary School</p>
<p><b>NOTE: For events over 100 people, you must submit a parking plan.</b></p>
<p>How will trash be handled?          Describe:          Will contact DPW for a Plan</p>
<p>Is amplification of music or speakers planned or anticipated? ( <input checked="" type="checkbox"/> ) Yes      ( <input type="checkbox"/> ) No          If yes, describe, including the dates and times and the maximum limit and amplification:</p>

Will tents be used:       Yes       No  
If yes, indicate number of tents, use of each, location and size:

1 Tent at Hansens Running Store with Speakers

Portable restrooms:     Yes       No  
If yes, number of portable restrooms and location:

Will alcoholic beverages be served:  Yes       No  
If yes, describe:

Is liquor license issued by the State of Michigan?  Yes     No?  
If yes, whose name is the license issued to:

***Copy of License must be submitted to the Village within 15 days of the Event.***

Will food and beverages be sold:  Yes       No  
If yes, describe:

Pop & snacks on street

***All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.***

Will merchandise be sold:  Yes       No  
If yes, describe:

LOHS items from WDBC

**WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?**

Electrical Connections: ( ) Yes ( X ) No

If yes, describe:

Water: ( ) Yes ( X ) No

If yes, describe:

Barricades and/or Traffic cones: ( X ) Yes ( ) No

If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":

Do you have a need of emergency fire equipment, such as ambulance? ( ) Yes ( X ) No

If yes, describe:

Other Village services: ( X ) Yes ( ) No

If yes, describe:

Old Police Car as needed

**EVENT SIGNS**

Will this event include the use of signs? ( ) Yes ( X ) No

If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".

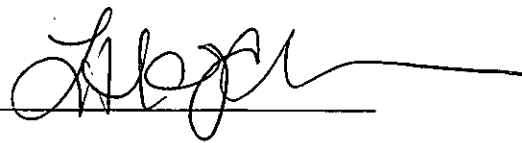
**CERTIFICATIONS AND SIGNATURES**

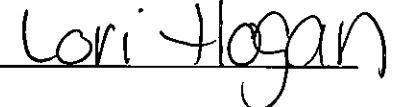
I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- I. Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. The advertisement must include a note that the advertisement is pending Village Approval.

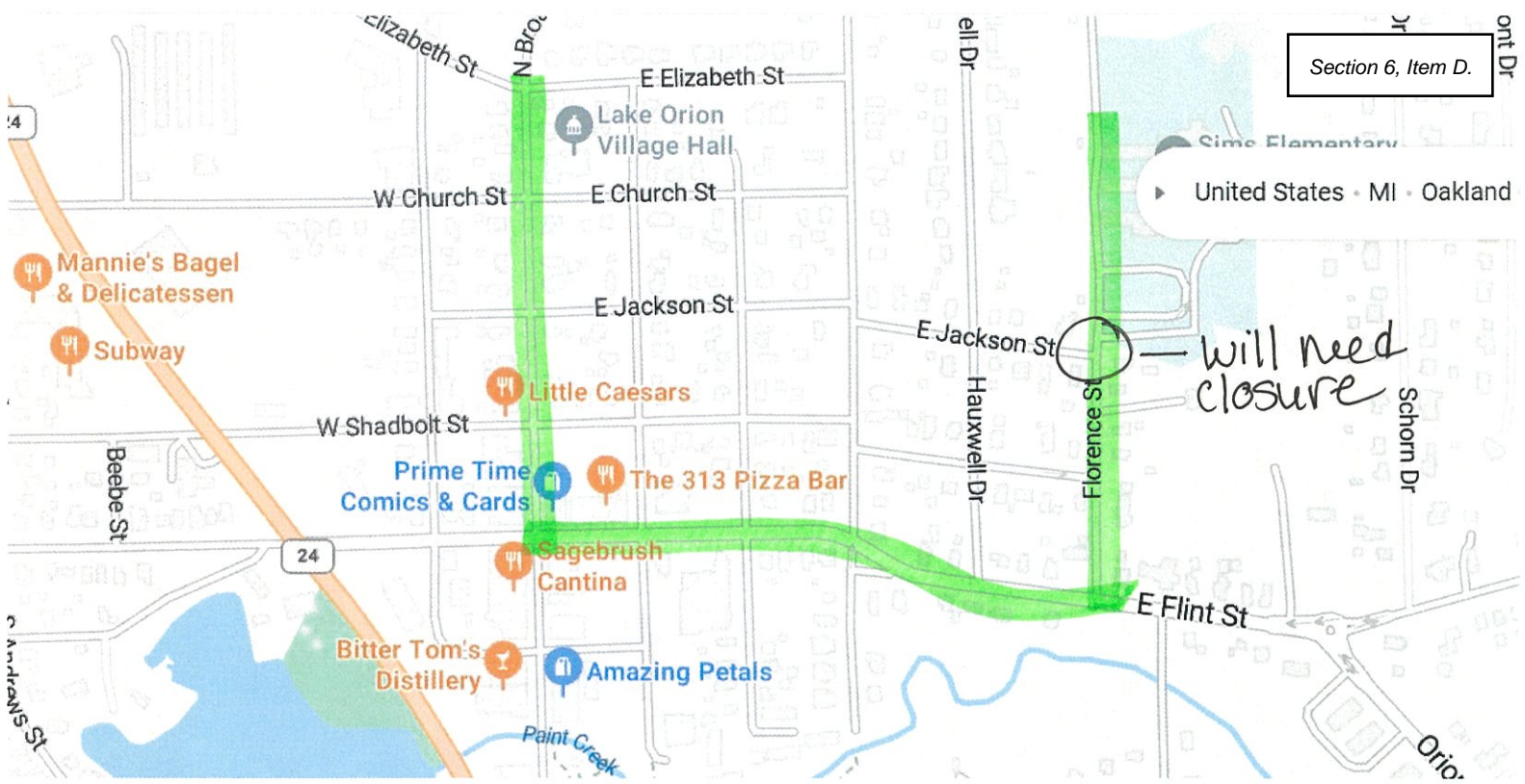
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.

\_\_\_\_\_  
6/24/24  
Date

L Hogan 

Signature of Sponsoring Organization's Agent  
Lora Hogan LOHS 

Print Name



2024 ROTHS Parade Rt.



**Village of Lake Orion**

21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**HOLD HARMLESS AGREEMENT**

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

Lake Orion 24 Hoco Parade 8/24 10/6/24  
Activity/Event Dates and Time

Parade Route 2024  
General Description of Location

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

[Signature]  
Applicant/Property Owner/Contractor Signature\*\*

Lora Hogan  
Applicant/Property Owner/Contractor Printed Name

6/24/24  
Date

[Signature]  
Witness One Signature \*\*\*

Michael Donnellon  
Witness One Printed Name

[Signature]  
Witness Two Signature \*\*\*

Corry A. HADDAD  
Witness Two Printed Name

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

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

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

**CERTIFICATE OF COVERAGE**

*Section 6, Item D.*

<p>PRODUCER</p> <p><b>SET SEG</b> 1520 Earl Avenue East Lansing, MI 48823</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
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**COMPANIES AFFORDING COVERAGE**

<p>MEMBER</p> <p><b>Lake Orion Community Schools</b> 315 N Lapeer St   Lake Orion, MI 48362</p>	<p><b>A</b> MASB-SEG Property/Casualty Pool, Inc.</p>
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THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS								
<b>A</b>	<p><b>GENERAL LIABILITY</b>  <input checked="" type="checkbox"/> Comprehensive Form  <input checked="" type="checkbox"/> Premises/Operations  <input checked="" type="checkbox"/> Products/Completed Operations  <input checked="" type="checkbox"/> Broad Form Property Damage  <input checked="" type="checkbox"/> Personal Injury</p>	PC-63230-2025-01	10/6/2024	10/6/2024	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">BI &amp; PD COMBINED OCCURRENCE</td> <td align="right">\$1,000,000</td> </tr> <tr> <td>BI &amp; PD COMBINED AGGREGATE</td> <td align="right">\$3,000,000</td> </tr> <tr> <td>PERSONAL INJURY OCCURRENCE</td> <td align="right">\$1,000,000</td> </tr> <tr> <td>PERSONAL INJURY AGGREGATE</td> <td align="right">\$3,000,000</td> </tr> </table>	BI & PD COMBINED OCCURRENCE	\$1,000,000	BI & PD COMBINED AGGREGATE	\$3,000,000	PERSONAL INJURY OCCURRENCE	\$1,000,000	PERSONAL INJURY AGGREGATE	\$3,000,000
BI & PD COMBINED OCCURRENCE	\$1,000,000												
BI & PD COMBINED AGGREGATE	\$3,000,000												
PERSONAL INJURY OCCURRENCE	\$1,000,000												
PERSONAL INJURY AGGREGATE	\$3,000,000												
<b>A</b>	<p><b>EXCESS LIABILITY</b>  <input checked="" type="checkbox"/> General Liability  <input checked="" type="checkbox"/> Automobile Liability  <input checked="" type="checkbox"/> Garage Liability</p>	PC-63230-2025-01	10/6/2024	10/6/2024	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">OCCURRENCE</td> <td align="right">\$15,000,000</td> </tr> <tr> <td>ANNUAL AGGREGATE</td> <td align="right">\$15,000,000</td> </tr> </table>	OCCURRENCE	\$15,000,000	ANNUAL AGGREGATE	\$15,000,000				
OCCURRENCE	\$15,000,000												
ANNUAL AGGREGATE	\$15,000,000												

<p><b>CERTIFICATE HOLDER</b> Village of lake Orion 21 E Church St   Lake Orion, MI 48362</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>
--	---

AUTHORIZED REPRESENTATIVE



Katie Lehman  
PROPERTY/CASUALTY DEPARTMENT

{9/18/2024}



### LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and Lake Orion Leadership Class-Lake Orion High School ("Licensee"), whose address is 495 E Scripps Road, Lake Orion, MI, 48360, for the use by Licensee of the Village parks and public roads identified on the attached LOHS Homecoming Parade fall 2024 event application and collectively referred to as the "Premises".

#### RECITALS:

A. Licensee requested Village Council approval to allow use of the Premises for the LOHS Homecoming Parade to be held on Sunday, October 06, 2024 (the "Event").

B. On September <sup>LB, 23</sup> 9, 2024, the Village Council conditionally approved Licensee's request subject to this License Agreement being signed and complied with.

#### ***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. Grant of License. For and in consideration of the benefits to the Village of the Event the Village hereby grants a revocable license to Licensee to use the Premises for the Event subject to and in accordance with all the terms and conditions of this Agreement.

2. Event Locations, Activities and Costs. The Event shall be limited to the Premises and activities on those Premises as disclosed to the Village Council. Except as otherwise approved by the Village Council, all cost and expenses of the Event on the Premises shall be borne solely by Licensee.

3. Use of Premises. Except for restricted areas, all Premises shall be open to the general public. The use rights granted in this Agreement are nonexclusive and may be suspended at any time by the Village for any public purpose or public health, safety and welfare reason, including Public Works, Police and/or Fire Department needs and operations. Licensees assume all risk of such suspension and hereby waive and release the Village from any claims for such damage.

4. Maintenance. Licensee agrees to use and maintain the Premises in a clean, safe and good condition and as required by the Police and Fire Departments and to promptly clean up and restore the Premises to the pre-Event conditions after the Event.

5. Alcohol Sales. ***Not applicable to this event.*** The sale of alcohol by Licensee, shall be in strict compliance with the required Michigan Liquor Control Commission (MLLC) license Licensee must obtain, with any violation of any condition or requirement of that license being grounds for the immediate revocation of this License for that Premises by the Village Police Chief or Manager. Licensees shall provide copies of all MLLC licenses, bonds and other documents related to such alcohol sales.

6. Indemnification. Licensee shall defend, pay on behalf of, indemnify and hold harmless the Village, its elected and appointed officials, employees and volunteers, and other persons working on behalf of the Village, from and against any and all claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including

bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected with or associated with this Agreement and the use of the Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Improvements.

7. Insurance. Licensee shall secure and maintain liability insurance for all Premises in the minimum amount of \$ 1,000,000.00 and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Narsh, Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sonja Stout, Village Clerk-Treasurer

Lake Orion Leadership Class-Lake Orion High School  
Lora Hogan-Advisor

\_\_\_\_\_  
Date

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

Its:



**Village of Lake Orion**

21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**REQUEST TO USE OF VILLAGE EQUIPMENT**

**APPLICANT INFORMATION**

Applicant Name: Lora Hagan Business Name: LOCS  
Address: 495 E. Scripps Rd City, State, Zip: LO MI 48360  
Applicant Phone #: 248-895-8501 Applicant E-Mail: lora.hagan@LoK12.org

**EVENT / PROJECT DESCRIPTION**

Describe Use/Project Activity: LOCS Hoco Parade 2024

Use of Equipment Begins – Day: 10/6/24 Time: 3:00

Use of Equipment Ends – Day: \_\_\_\_\_ Time: 4:30

**EQUIPMENT TO BE USED** Please describe in detail below

Barricades  Temporary closure signage \_\_\_\_\_ Trash cans \_\_\_\_\_ Other  
Close parade Rt. at 3pm for 3:30 start

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damaged or missed property at actual cost plus 20% for administrative costs.

Signature of Applicant: [Signature] Date: 6/24/24

\*\*\* To Be Completed by Village Administration \*\*\*

**Issued:**

Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_

By VLO Staff:: \_\_\_\_\_ Signature: \_\_\_\_\_

**Returned:**

Date / Time: \_\_\_\_\_ Received by: \_\_\_\_\_

By VLO Staff:: \_\_\_\_\_ Signature: \_\_\_\_\_

## EQUIPMENT USAGE PROVISIONS

In an effort to minimize loss of equipment or to avoid subjecting people or agencies to potential accusations, the Village is requiring all equipment such as barricades, cones, or fire hydrants to be signed out prior to usage (effective March 15, 1999).

### For street and parking lot closures:

The Lake Orion Police Department and Department of Public Works will review the application and decide if the proper equipment (barricades/cones/etc.) was requested and will make changes to the application as necessary.

### Use of fire hydrants:

Fire hydrant reducers/hose spigot will be installed on the proper hydrant by the Department of Public Works. The hydrant will be turned on upon installation. In no case shall the hydrant be tampered with. The DPW reserves the right to place a meter on all spigots to monitor water use and bill usage accordingly in the Village sees fit.

### General guidelines:

- Equipment will be delivered on site by the Department of Public Works. Locations and site map will be provided by the Police Department in the case of street/parking lot closures. The PD will be in charge of properly closing street and parking lots on the day of the event.
- The applicant will sign a release accepting responsibility for the property at the time of application.
- When the event or activity is complete, the Department of Public Works will pick up the equipment and give a proper accounting to Village Administration at which time the DPW will sign the release form indicating the date and time the property was returned. The applicant may request a copy of the completed release form for their records.
- All equipment will be picked up and returned to inventory by the Department of Public Works on the first business day following the event.
- The applicant will be responsible for any damaged or missing property and will be invoiced for same with payment due upon receipt of invoice.



**Village of Lake Orion**

21 E. Church Street  
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**TEMPORARY USE OF VILLAGE RIGHT-OF-WAY**  
 (PROPERTY, STREETS AND SIDEWALKS)

**APPLICANT INFORMATION**

Applicant Name: Lori Hogan Business Name: Lake Orion Leadership  
 Applicant Phone #: 248.895.8501 Address: 495 E. Scripps Road  
 Applicant E-Mail: lora.hogan@lok12.org City, State, Zip: MI 48360

**TYPE OF TEMPORARY USE**

Property/Right-of-way will be used for:  Building Maintenance  Business Sale/Event  Parade  Utility Installation  
 Briefly Describe Use/Project Activity: LOCS 24 Hoco Parade

**RIGHT-OF-WAY (ROW) TO BE USED**

Site Address: (Property adjacent to street/sidewalk/ROW) Parade Route  
 Temporary Use of Right-of-Way Begins – Day: Sunday Oct 6, 2024 Time: 3:00pm  
 Temporary Use of Right-of-Way Ends – Day: \_\_\_\_\_ Time: 4:30pm

**ADDITIONAL REQUIRED INFORMATION**

Please place your initials next to the items in the applicable column to acknowledge that all items are included with your application.


Required for Special Event Applications	Required for General Obstruction of Public ROW Only
<input type="checkbox"/> Anticipated Attendance	<input type="checkbox"/> Sketch of Project Area
<input type="checkbox"/> Event Map	<input type="checkbox"/> Hold Harmless Agreement
<input type="checkbox"/> Hold Harmless Agreement	<input type="checkbox"/> Barrier Plan/ Safe Route Plan
<input type="checkbox"/> License Agreement (if applicable - to be approved by Village Council)	<b>Additional Items for Excavation / Construction on Public Property</b>
<input type="checkbox"/> Parking Plan	<input type="checkbox"/> Application Fee
<input type="checkbox"/> Sign Application (if applicable)	<input type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Copy of License
<input type="checkbox"/> Approvals from all applicable outside agencies	<input type="checkbox"/> \$1,000 Escrow Deposit
	<input type="checkbox"/> Construction Detail
	<input type="checkbox"/> Soil Erosion Sedimentation Control

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damage done to any street or sidewalk and that I must fully cooperate with all Village departments. Failure to cooperate may lead to immediate revocation of this permit by the Village of Lake Orion.

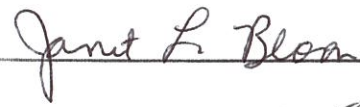
Signature of Applicant:  Date: 9/10/24/24

\*\*\* To Be Completed by Village Administration \*\*\*

APPROVAL / COMMENTS BY

Police Chief:  Date: 9/12/24

Special Events: Condition of approval is that the applicant must make arrangements for barricades and detour signs at least one week prior to event. When Flint Street is closed, temporary STOP signs must be installed on both eastbound and westbound Shadbolt at Anderson Street and any other locations that the Police Chief deems necessary.

DDA  Date: 9/12/24

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

DPW Director:  Date: 9-18-24

Village Council: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Village Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_  
\_\_\_\_\_



# Charter Township of Orion

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

Section 6, Item D.

## Fire Department

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

August 29, 2024

Village of Lake Orion  
21 E. Church Street  
Lake Orion, MI 48362

RE: Homecoming Parade\_2024

Lake Orion Village Council,

It is the recommendation of the Orion Township Fire Department that the event, Lake Orion Homecoming Parade, be approved with the following conditions.

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. The parade route shall follow the approved map that was submitted with application.
3. Anderson and Front Streets shall remain open.

*John Pender*

John Pender, Assistant Fire Chief  
Orion Township Fire Department



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC:** Approval of Special Event – Halloween Extravaganza

### BACKGROUND BRIEF:

Mackenzie Harwood and Janet Bloom from the Downtown Development Authority have submitted the Special Event application for the “Halloween Extravaganza” to be held this year on Wednesday, October 16, 2024, between 5pm and 8pm on various Village properties. This is an annual event with the addition of the parade being added to this year’s event. The parade has been a favorite amongst residents in the past and after a hiatus, this year the parade will be re-introduced with a new route with the “Halloween Extravaganza” for 2024.

### RECOMMENDED MOTION:

To adopt Resolution 2024-033 approving the “Halloween Extravaganza” Permit and the License Agreement between the Village of Lake Orion and Lake Orion Downtown Development Authority, Mackenzie Harwood/Janet Bloom. Event to be held October 16, 2024, and to authorize the Village Council President and Village Clerk to execute the document on behalf of the Village.



**VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**RESOLUTION 2024-033**

**A RESOLUTION APPROVING DOWNTOWN DEVELOPMENT AUTHORITY 2024  
HALLOWEEN EXTRAVAGANZA EVENT PERMIT AND AUTHORIZING THE  
EXECUTION OF THE LICENSE AGREEMENT**

- VOTING YEA:**
- VOTING NAY:**
- ABSENT:**
- MOTION:**

**RESOLVED:** To approve the Event Permit Applications submitted by Mackenzie Harwood on behalf of Lake Orion Downtown Development Authority, dated September 19, 2024, for the 2024 Halloween Extravaganza to be held on Wednesday, October 16, 2024, from 5:00 PM to 8:00 PM on various Village properties as outlined in the application which is attached.

**Street, Parks and Parking Lots Usage**

1. Parking Lots – Closure of Children’s Park Parking lot the morning of Oct. 16 until after 8:00 PM; Costume Parade from Village Hall to Children’s Park.
2. Village Parks - Children’s Park and Gazebo Area

**Administrative Requirements**

1. All tents and/or temporary structures shall be properly secured, in case of inclement weather or wind conditions, so that they are not blown away and perhaps cause serious injury.
2. Clean-up of the area is the responsibility of the applicant.
3. Additional trash receptacles are the responsibility of the applicant and must be arranged for by the applicant.

**Police Department Requirements**

1. The cellular telephone numbers of event staff and on-scene managers are provided to the Police Department within twenty-four (24) hours of the event.
3. Any other requirements submitted by the Police Chief pending review of the Event Application.

**DPW Requirements**

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cord covers.

3. As always, Village properties will be properly maintained before the events begin.

**Fire Department Requirements**

The Orion Township Fire Department approves the event, Halloween Extravaganza, with the following condition:

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

**BE IT FURTHER RESOLVED:** To approve the License Agreement between the Village of Lake Orion and the Lake Orion Downtown Development Authority for this event and authorize the Village Council President and Village Clerk to execute the Agreement on behalf of the Village.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, SEPTEMBER 23, 2024



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

**CERTIFICATION**

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-033 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 23<sup>rd</sup> day of September 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this 23<sup>rd</sup> day of September 2024.



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

DATED: September 24, 2024



**Village of Lake Orion**  
21 E. Church Street Lake  
Orion, Michigan 48362 Tel  
248.693.8391 Fax  
248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**REQUIRED DOCUMENTS FOR A SPECIAL EVENT PERMIT  
AND EVENT APPROVAL PROCEDURE**

The following lists all documents required for a complete submittal of a Special Event Permit application.

**Special Events Permit**

To initiate the special event application process, event organizers must complete and sign a Special Events Permit Form. The application must include a brief description and purpose of the event, the dates and times of the event, including setup and clean-up dates, and a complete listing of contact information for the event organizer. The contact person listed will serve as the emergency contact for the event. The contact person listed must be present at the event. If not, another emergency contact person must be named.

**Event Map**

The application form must be accompanied by an event map. The map must clearly show the location(s) for each activity during the event.

**Hold Harmless Agreement**

A Hold Harmless Agreement is included with the application form and must be completed, signed, and returned as part of the application package. The Hold Harmless Agreement form must include TWO witness names and signatures in addition to the applicant's name and signature.

**Insurance Certificate**

All sponsors of special events shall carry general liability insurance with coverage for bodily injury, death and property damage of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate. In addition, an event sponsor shall be required to provide a valid certificate of insurance naming the Village of Lake Orion as an additionally insured must be included in the application package. The insurance certificate policy must include the date(s) of the specified event, including set up and tear down, and the Village's address, listed as:

**Village of Lake Orion  
21 E. Church St.  
Lake Orion MI 48362**

**Based on the nature of the event the applicant may be required to provide additional insurance.**

**License Agreement (if applicable)**

A License Agreement approved by Village Council is required for all events.

**Temporary Sign Application (If applicable)**

Special events that will be erecting temporary signage before or during the event must complete a Sign Permit Application. Sign regulations including exempt signage as well as temporary sign regulations are listed in Chapter 155 of the Village of Lake Orion Code of Ordinances found on the Village of Lake Orion Website at [www.lakeorion.org](http://www.lakeorion.org). The permit application can be found here on the Village's website. Signage may have separate fees associated with it.

**Request to Use Village Equipment (If applicable)**

Special events that will require street closures or the use of other Village equipment must complete a Request to Use Village Equipment Form.

**Pre-Application Meeting**

Prior to submitting your Event Application Form, you will be required to set up a meeting with the Village Administration including representatives from the DPW, Fire Department, and Police Department to review your event. Please contact the Village Offices at (248) 693-8391 extension 105 or at [events@lakeorion.org](mailto:events@lakeorion.org) to set up an appointment.

**EVENT APPROVAL PROCESS****Village Administration Internal Review**

Complete Application package should be submitted in person or mailed to Village Hall located at 21 E. Church St. or via electronic mail to the Village Office at [events@lakeorion.org](mailto:events@lakeorion.org). Event applications shall be submitted 120 days in advance of your event date. Event review will not move forward until such time as all required documents for the event have been submitted.

Upon receiving complete application packages, the Village administration will begin their review. The Police Chief, Director of DPW, Orion Township Fire Marshall, and Orion Township Building Official (as needed), DDA Executive Director and Events Committee Members will be notified of the event and asked to review the application package. The applicant will be notified of any additional items required for approval.

**Village Council Approval**

All events as require Village Council approval prior to the start of the event. The Village Council meets twice a month, typically on the second and fourth Mondays of each month. The applicant will be notified when their application will be placed on the Village Council agenda. The Village Council may approve, approve with conditions, deny, or table the special event request.

**Preparation for Event**

Upon approval, the applicant will be required to work with applicable Village departments to ensure the success of their event. For example, this may require working with the Police Department for requested road closures and public safety measures.



**Village of Lake Orion**

21 E. Church Street  
 Lake Orion, Michigan 48362  
 Tel 248.693.8391  
 Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**EVENT PERMIT APPLICATION**

Date of Application: 9/18/2024	Date Application Fee Paid:
--------------------------------	----------------------------

<b>Sponsoring Organization's Legal Name:</b> Lake Orion DDA	
Phone 248-693-9742	Fax
Email Bloom@downtownlakeorion.org	Website downtownlakeorion.org

<b>Sponsoring Organization's Agent Name:</b> Mackenzie Harwood	
Phone 248-693-9742	Fax
Email harwood@downtownlakeorion.org	Website

<b>Event Name:</b> Halloween Extravaganza
--

<b>Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)</b>  Halloween celebration in downtown Lake Orion (Children's Park & Parking Lot) Cider & donuts, decorations, and entertainment. Businesses can set up Trick or Treat tables in their stores/parking lot. As well as costume parade from village hall to children's park.
---

<b>Date/Hours of Event:</b> Oct. 16 5-8pm	Parade Timeline: set up 5 pm, line up 5:30 pm, launch 6 pm
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<b>Date/Hours of Set-up and Tear Down:</b> Set up: Oct. 16 2-5pm Tear down: Oct. 16 8-9pm
---



**Event Location and Boundaries**  
Children's Park, Parking lot and parade route

*Include an Event Map which clearly shows the locations for each activity during the event, including but not limited to the following:*

- Tent locations
- Parking / loading areas
- Food / drink stations
- Streets and parking lots to be closed
- Walk / run routes
- Anticipated staffing
- Loading locations
- Porta john locations and number
- Trash/dumpster
- Event staff parking

Will street closures and/or Parking Lot closures be necessary:     Yes     No  
 If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Close Children's Park parking lot the morning of Oct. 16 until after 8 pm  
 and parade route closures as indicated

Coordinating with Another Event: YES <b>NO</b>	If Yes, Event Name
Event Name/Details:	

Event Information	
Type of Event <i>(See definitions attached to information page)</i>	
<input type="checkbox"/> Village Operated <input checked="" type="checkbox"/> DDA <input type="checkbox"/> Individual <input type="checkbox"/> Co-Sponsored <input type="checkbox"/> Group	
<b>Indicate Status</b>	
<input type="checkbox"/> Non-Profit* <input checked="" type="checkbox"/> Not-for-Profit <input type="checkbox"/> For-Profit	
<b>*If the event is sponsored by a Non-Profit please provide proof of non-profit status.</b>	



<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No          If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p>10/15/2025</p>
<p>Is this event a Fund raiser? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No          If YES, indicate beneficiary information:</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No          Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No          Describe:</p>
<p>Total estimated attendance each day</p> <p>300</p>
<p>What parking arrangements will be necessary to accommodate attendance?          Describe:          Use of Lots P5, P9, P8, P3, P2, P1, S1, S2, S5</p> <p><b>NOTE: For events over 100 people, you must submit a parking plan.</b></p>
<p>How will trash be handled?          Describe:          Regular use of Current bins, and additional 4 cardboard bins within the listed bounds</p>



Is amplification of music or speakers planned or anticipated?  Yes     No  
 If yes, describe, including the dates and times and the maximum limit and amplification:  
 Halloween themed music in children's park, 5-8 pm on 10/16. Volume in accordance with village ordinance.

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Will tents be used:     Yes     No  
 If yes, indicate number of tents, use of each, location and size:  
 Only if inclement weather. Responsibility of businesses to use their own 10x10 pop up tents to cover their table

---

Portable restrooms:     Yes     No  
 If yes, number of portable restrooms and location:  
 1 located near Children's park

---

Will alcoholic beverages be served:  Yes     No  
 If yes, describe:  
  
 Is liquor license issued by the State of Michigan?  Yes     No?  
 If yes, whose name is the license issued to:  
  
**Copy of License must be submitted to the Village within 15 days of the Event.**

---

Will food and beverages be sold:  Yes     No  
 If yes, describe:  
  
**All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.**

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Will merchandise be sold:  Yes     No  
 If yes, describe:



**WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?**

Electrical Connections:  Yes    ( ) No  
If yes, describe:  
we will plug into the nearest outlet for music/sound

Water:                    ( ) Yes    ( x ) No  
If yes, describe:

Barricades and/or Traffic cones:                    ( x ) Yes    ( ) No  
If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":

- 1. sign to close parking lot by children's park
- 2. Parade route closures

Do you have need of emergency fire equipment, such as ambulance? ( ) Yes    ( x ) No  
If yes, describe:

Other Village services:                    ( ) Yes    ( x ) No  
If yes, describe:  
DDA owned traffic control bike racks for use during parade

**EVENT SIGNS**

Will this event include the use of signs?                    ( x ) Yes    ( ) No  
If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".



**CERTIFICATIONS AND SIGNATURES**

I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- I. Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. Advertisement must include note that the advertisement is pending Village Approval.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.

9/19/2024  
Date

Signature of Sponsoring Organization's Agent

Mackenzie Harwood  
Print Name

# DOWNTOWN LAKE ORION PARKING



Section 6, Item E.



## Parking Lots

- P1 N. Lapeer
- P2 E. Shadbolt
- P3 S. Anderson
- P4 Children's Park
- P5 Art Center
- P6 Village/Police
- P7 Elizabeth Street
- P8 Green's Park
- P9 Slater Street
- P10 Lumberyard

- S Shared Lots**
- S1 State Farm
- S2 E. Flint (Temporarily closed)
- S3 PNC Bank
- S4 LO Schools Admin Bldg
- S5 115 N Broadway St.
- S6 Caruso Chiropractic
- C Curbside Deliver**
- 15 Min 'Quick Trip'

- Shared lots are open to the public after normal business hours.
- 15 Minute and Curbside parking spaces are located in downtown areas.
- Maximum of 23 hour parking in public lots, except for a 6-hour limit in lots P2 and P3.
- On-street downtown parking limited to 2 hours.
- No parking on downtown streets between 3 am – 6 am.



Village of Lake Orion

21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**HOLD HARMLESS AGREEMENT**

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

Halloween Extravaganza	10/16/2024 5-8pm
Activity/Event	Dates and Time
Children's park and Parking lot and parade route	
General Description of Location	

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

[Handwritten Signature]  
Applicant/Property Owner/Contractor Signature\*\*

Mackenzie Harwood  
Applicant/Property Owner/Contractor Printed Name

9/18/2024  
Date

[Handwritten Signature]  
Witness One Signature \*\*\*

Janet Bloom  
Witness One Printed Name

[Handwritten Signature]  
Witness Two Signature \*\*\*

Alaina Campbell  
Witness Two Printed Name

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

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

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

# CERTIFICATE OF INSURANCE FOR PERMITTED ACTIVITIES

## IN MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

**ALL INSURANCE INFORMATION MUST BE SUBMITTED ON FORM 2021. ANY OTHER FORM IS INVALID.**

The subscribing insurance company certifies that insurance of the types and limits of liability listed below have been issued to the insured named below for the policy period indicated.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rate, except that the insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- (1) The subscribing company agrees to give 30 days prior written notice to the Michigan Department of Transportation in the event of cancellation or reduction in coverage by the Insurance Company for reasons other than nonpayment of premium.
- (2) The subscribing company agrees to give 10 days prior written notice to the Michigan Department of Transportation in the event of cancellation by the Insurance Company for nonpayment of premium.
- (3) The subscribing company agrees to give immediate written notice to the Michigan Department of Transportation in the event the contractor cancels or reduces the coverage of any insurance certified below.

NAME OF INSURED Village of Lake Orion	TELEPHONE NUMBER 248-693-8391
--	----------------------------------

ADDRESS	Street	City	State	Zip Code
21 E. Church St.		Lake Orion	MI	48362

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES (MM/DD/YY)		CATEGORY	MIN. LIMITS	POLICY AMOUNTS			
			EFFECTIVE	EXPIRATION						
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input checked="" type="checkbox"/> OCCURRENCE	MML001238339	7/1/2024	7/1/2025	GENERAL AGGREGATE	\$ 2,000,000		<b>A</b>		
					PRODUCTS - COMP/OP AGG.					
					PERSONAL AND ADV. INJURY		\$5,000,000			
					EACH OCCURRENCE	\$ 1,000,000	\$5,000,000			
					FIRE DAMAGE (Any one fire)		\$100,000			
					MEDICAL EXP(Any one person)		\$10,000			
<b>AND</b>										
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	MML001238339	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT	\$ 1,000,000	\$5,000,000	<b>B</b>		
					<b>OR</b>					
					BODILY INJURY (Per person)	\$ 500,000		<b>C</b>		
					BODILY INJURY (Per accident)	\$ 1,000,000				
					PROPERTY DAMAGE	\$ 1,000,000				
<b>OR</b>										
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000		<b>D</b>		
					AGGREGATE	\$ 1,000,000				

**ADDITIONAL INSURED:**

Oakland (County), the Board of County Road Commissions, County Road Commission, State of Michigan, Michigan Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

<b>NAME OF INSURANCE COMPANIES AFFORDING COVERAGE</b> COMPANY Michigan Municipal League Liability and LETTER A Property Pool  COMPANY LETTER  COMPANY LETTER	<b>NAME OF AGENCY</b> Meadowbrook, Inc.  <b>ADDRESS</b> P.O. Box 2054 Southfield, MI 48037-2054
--	--

BY: (Authorized Representative Signature) 	TITLE Account Executive	DATE 6/11/2024	TELEPHONE NUMBER 248-358-1100
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INSURANCE REQUIREMENTS FOR ACTIVITIES PERFORMED  
PURSUANT TO A PERMIT ISSUED BY THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION

The permittee shall have as a minimum an insurance policy as described below, and the insurance company shall be licensed by the State of Michigan.

1. The insurance shall include, but not be limited to, coverage for:

- Underground damage to facilities due to drilling and excavating with mechanical equipment, and
- Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition, and
- According to the following formula: **A+B or A+C or D**

A. Commercial general liability: The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Combined single limit for bodily injury and property damage liability: . . . . . \$1,000,000 each occurrence

C. Automobile Liability (Minimum Limits):  
 Bodily injury: . . . . . \$500,000 per person  
 . . . . . \$1,000,000 each occurrence  
 Property damage: . . . . . \$1,000,000 each occurrence

D. The insurance limits, above, may be attained through an umbrella policy.

2. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.

3. Should the policy be canceled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right of way is deemed of no effect pending reinstatement of such policy in conformity with the above.

4. Proof of insurance shall be the Michigan Department of Transportation (MDOT) Certificate of Insurance for Permitted Activities in MDOT Right of Way form (form #2020 or 2021), or should the department elect, a copy of the policy or both.

5. All certificates of insurance will be received by the permit issuing offices unless otherwise arranged with the Lansing Utilities and Permits Section.

6. When using FORM 2021, the "Additional Insured" field (County) shall indicate the specific County where the work is proposed.



### LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan municipal corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and the Lake Orion Downtown Development Authority ("Licensee"), whose address is 118 North Broadway Street, Lake Orion, Michigan 48362, for the use by Licensee of the public Village areas as identified on the attached Halloween Extravaganza event application and collectively referred to as the "Premises".

#### RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Halloween Extravaganza Event to be held on Wednesday, October 16, 2024, between 2:00 PM- 9:00 PM (the "Event").
- B. On September 23, 2024, the Village Council conditionally approved Licensee's request subject to this License Agreement being signed and complied with.

#### ***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. Grant of License. For and in consideration of the benefits to the Village of the Event the Village hereby grants a revocable license to Licensee to use the Premises for the Event subject to and in accordance with all of the terms and conditions of this Agreement.
2. Event Locations, Activities and Costs. The Event shall be limited to the Premises and activities on those Premises as disclosed to the Village Council. Except as otherwise approved by the Village Council, all cost and expenses of the Event on the Premises shall be borne solely by Licensee.
3. Use of Premises. Except for restricted areas, all Premises shall be open to the general public. The use rights granted in this Agreement are nonexclusive and may be suspended at any time by the Village for any public purpose or public health, safety, and welfare reason, including Public Works, Police and/or Fire Department needs and operations. Licensee assumes all risk of such suspension and hereby waives and releases the Village from any claims for such damage.
4. Maintenance. Licensee agrees to use and maintain the Premises in a clean, safe and good condition and as required by the Police and Fire Departments and to promptly clean up and restore the Premises to the pre-Event conditions after the Event.
5. Alcohol Sales. *N/A to this event.* The sale of alcohol by Licensee at Children's Park Parking Lot, 165 South Broadway, Lake Orion, Michigan, shall be in strict compliance with the required Michigan Liquor Control Commission (MLLC) license Licensee must obtain, with any violation of any condition or requirement of that license being grounds for the immediate revocation of this License for that Premises by the Village Police Chief or Manager. Licensee shall provide copies of all MLLC licenses, bonds and other documents related to such alcohol sales.
6. Indemnification. Licensee shall defend, pay on behalf of, indemnify and hold harmless the Village, its elected and appointed officials, employees and volunteers, and other persons working on behalf of the Village, from and against any and all claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including

bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way or associated with this Agreement and the use of the Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Improvements.

7. Insurance. Licensee shall secure and maintain liability insurance for all Premises, Lake Orion, Michigan in the minimum amount of \$ 1,000,000.00, and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Narsh, Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sonja Stout, Village Clerk/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janet Bloom, DDA Assistant Director  
Lake Orion Downtown Development Authority



21 E. Church Street  
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Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

### SIGN PERMIT APPLICATION

#### PROPERTY INFORMATION

Sign Site Address: M-24 South of Flint St. & Children's Park Parcel ID #: \_\_\_\_\_

Name of Business at Sign Location: Autozone Zoning District: \_\_\_\_\_

#### OWNER INFORMATION

Property Owner Name: \_\_\_\_\_ Address: 85 W Flint St.

Property Owner Phone #: 248-693-3421 E-Mail: \_\_\_\_\_

#### APPLICANT INFORMATION (If applicant is NOT property owner)

Applicant Name: Mackenzie Harwood Address: 118 N Broadway

Applicant Phone #: 248-693-9742 E-Mail: harwood@downtownlakeorion.org

Applicant is: (i.e. contractor or business owner or architect, etc.) Office admin

#### TYPE AND QUANTITY OF SIGN(S)

Please indicate the quantity of each type of sign proposed.

Permanent Sign(s): \_\_\_\_\_ Wall \_\_\_\_\_ Projecting \_\_\_\_\_ Ground Sign \_\_\_\_\_ Awning \_\_\_\_\_ Other

Temporary Sign(s): \_\_\_\_\_ Banner  \_\_\_\_\_ Community Event \_\_\_\_\_ Class 1 (Adjustable Type) \_\_\_\_\_ Class 2 (A-Frame)

Temporary Display Dates: From 10/1/2024 To 10/17/2024

Name of Event: Halloween Extravaganza Date of Event: 10/16/2024

#### ADDITIONAL INFORMATION AND REQUIREMENTS

**1) Location Map:** A map identifying the location of all requested signs on the property or building must be provided or the application WILL NOT be reviewed.

**2) Sign Sketch Plan:** A scaled plan or drawing identifying the size and elements of all requested sign(s) on the property or building must be provided or the application WILL NOT be reviewed.

**3) Orion Township Building Permit:** An Orion Township building permit application must be included in order to erect any permanent signs.

I hereby agree to erect and remove (if applicable) signage exactly as approved on this application:

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant (or Contractor): Mackenzie Harwood Date: 9/18/2024



21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

### **LOCATION MAP**

A location map must include the following information:

- All property lines, buildings, fences, parking lots, driveways and adjacent streets.
- The location of all existing signs.
- The location of all proposed signs.

### **SIGN SKETCH PLAN**

A sign sketch plan must include the following information:

- All sign dimensions.
- Wording of the sign.
- Building Signs: Must show length and width of building façade from grade and include roofline.
- Draw length, width, depth, and height of sign on building façade. Include all existing and proposed signage.
- Please note if any existing signage is to be removed.
- Any proposed internal or external lighting.
- Type of material sign is constructed from.

**ALL APPLICATIONS MUST BE IN COMPLIANCE WITH THE STANDARDS OF THE VILLAGE SIGN ORDINANCE, CHAPTER 155, AS AMENDED.**



**Village of Lake Orion**

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[www.lakeorion.org](http://www.lakeorion.org)

**TEMPORARY USE OF VILLAGE RIGHT-OF-WAY**  
 (PROPERTY, STREETS AND SIDEWALKS)

**APPLICANT INFORMATION**

Applicant Name: Mackenzie Harwood Business Name: Lake Orion DDA  
 Applicant Phone #: 248-693-9742 Address: 118 N Broadway St  
 Applicant E-Mail: Harwood@downtownlakeorion.org City, State, Zip: Lake Orion, MI 48362

**TYPE OF TEMPORARY USE**

Property/Right-of-way will be used for:  Building Maintenance  Business Sale/Event  Utility Installation  
 Briefly Describe Use/Project Activity: Families trick or treat, entertainment, and parade

**RIGHT-OF-WAY (ROW) TO BE USED**

Site Address: (Property adjacent to street/sidewalk/ROW) Children's Park and Parking lot and parade route  
 Temporary Use of Right-of-Way Begins – Day: 10/16/2024 Time: 3:00 am  
 Temporary Use of Right-of-Way Ends – Day: 10/16/2024 Time: 9:00 pm

**ADDITIONAL REQUIRED INFORMATION**

Please place your initials next to the items in the applicable column to acknowledge that all items are included with your application.

Required for Special Event Applications	Required for General Obstruction of Public ROW Only
<u>MH</u> Anticipated Attendance	<input type="checkbox"/> Sketch of Project Area
<u>MH</u> Event Map	<input type="checkbox"/> Hold Harmless Agreement
<u>MH</u> Hold Harmless Agreement	<input type="checkbox"/> Barrier Plan/ Safe Route Plan
<input type="checkbox"/> License Agreement (if applicable - to be approved by Village Council)	<b>Additional Items for Excavation / Construction on Public Property</b>
<u>MH</u> Parking Plan	<input type="checkbox"/> Application Fee
<u>MH</u> Sign Application (if applicable)	<input type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Copy of License
<input type="checkbox"/> Approvals from all applicable outside agencies	<input type="checkbox"/> \$1,000 Escrow Deposit
	<input type="checkbox"/> Construction Detail
	<input type="checkbox"/> Soil Erosion Sedimentation Control

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damage done to any street or sidewalk and that I must fully cooperate with all Village departments. Failure to cooperate may lead to immediate revocation of this permit by the Village of Lake Orion.

Signature of Applicant:  Date: 9/19/2024

\*\*\* To Be Completed by Village Administration \*\*\*

**APPROVAL / COMMENTS BY**

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Special Events: Condition of approval is that the applicant must make arrangements for barricades and detour signs at least one week prior to event. When Flint Street is closed, temporary STOP signs must be installed on both eastbound and westbound Shadbolt at Anderson Street and any other locations that the Police Chief deems necessary.

DDA: \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

DPW Director: \_\_\_\_\_ Date: \_\_\_\_\_

Village Council: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Village Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

\_\_\_\_\_



## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC:** Approval of Special Event – Here Lies Lake Orion Cemetery Tour

### BACKGROUND BRIEF:

Mackenzie Harwood and Janet Bloom from the Downtown Development Authority have submitted the Special Event application for the “Here Lies Lake Orion Cemetery Tour” to be held this year on October 5, 2024 – October 6, 2024, between 4pm and 8pm at Evergreen Cemetery. This is an annual event.

### RECOMMENDED MOTION:

To adopt Resolution 2024-032 approving the “Here Lies Lake Orion Cemetery Tour” Permit and the License Agreement between the Village of Lake Orion and Lake Orion Downtown Development Authority, Mackenzie Harwood/Janet Bloom. Event to be held October 5, 2024 – October 6, 2024, and authorize the Village Council President and Village Clerk to execute the document on behalf of the Village.



**VILLAGE OF LAKE ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**RESOLUTION 2024-032**

**A RESOLUTION APPROVING THE EVENTS PERMIT APPLICATION FOR 2024 HERE LIES LAKE ORION CEMETERY TOUR AND TO APPROVE THE LICENSE AGREEMENT**

- VOTING YEA:**
- VOTING NAY:**
- ABSENT:**
- MOTION:**

**RESOLVED:** To approve the Event Permit Applications submitted by Mackenzie Harwood on behalf of Lake Orion Downtown Development Authority, dated September 18, 2024 for the Here lies Lake Orion Cemetery Tour to be held on Saturday, October 5, 2024 and Sunday, October 6, 2024 to be held from 4-8 PM at the Evergreen Cemetery for a historical tour as outlined in the application, which is attached. The tour will be guided by an Oakland County guide.

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

**FURTHER RESOLVED:** To approve the sign permit for the 2024 Here Lies Lake Orion Cemetery Tour, as submitted.

**FURTHER RESOLVED:** This approval is conditioned on the following:

**Requirements**

1. The cellular telephone numbers of event staff and on-scene managers are provided to the Police Department within twenty-four (24) hours of the event.
2. Written permission from the parking lot owner is required.

**DPW Requirements**

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cord covers.
3. As always, Village properties will be properly maintained before the events begin.

**Fire Department Requirements:** (Waiting for a response) approval is contingent on meeting all the requirements of the Fire Department.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, SEPTEMBER 23, 2024.



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

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**CERTIFICATION**

I, Sonja Stout, duly appointed Clerk/Treasurer of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-032 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 23<sup>rd</sup> day of September 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this 23<sup>rd</sup> day of September 2024.



Sonja Stout  
Village of Lake Orion Clerk/Treasurer

DATED: September 24, 2024



**Village of Lake Orion**  
21 E. Church Street Lake  
Orion, Michigan 48362 Tel  
248.693.8391 Fax  
248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**REQUIRED DOCUMENTS FOR A SPECIAL EVENT PERMIT  
AND EVENT APPROVAL PROCEDURE**

The following lists all documents required for a complete submittal of a Special Event Permit application.

**Special Events Permit**

To initiate the special event application process, event organizers must complete and sign a Special Events Permit Form. The application must include a brief description and purpose of the event, the dates and times of the event, including setup and clean-up dates, and a complete listing of contact information for the event organizer. The contact person listed will serve as the emergency contact for the event. The contact person listed must be present at the event. If not, another emergency contact person must be named.

**Event Map**

The application form must be accompanied by an event map. The map must clearly show the location(s) for each activity during the event.

**Hold Harmless Agreement**

A Hold Harmless Agreement is included with the application form and must be completed, signed, and returned as part of the application package. The Hold Harmless Agreement form must include TWO witness names and signatures in addition to the applicant's name and signature.

**Insurance Certificate**

All sponsors of special events shall carry general liability insurance with coverage for bodily injury, death and property damage of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate. In addition, an event sponsor shall be required to provide a valid certificate of insurance naming the Village of Lake Orion as an additionally insured must be included in the application package. The insurance certificate policy must include the date(s) of the specified event, including set up and tear down, and the Village's address, listed as:

**Village of Lake Orion  
21 E. Church St.  
Lake Orion MI 48362**

**Based on the nature of the event the applicant may be required to provide additional insurance.**

**License Agreement (if applicable)**

A License Agreement approved by Village Council is required for all events.

**Temporary Sign Application (If applicable)**

Special events that will be erecting temporary signage before or during the event must complete a Sign Permit Application. Sign regulations including exempt signage as well as temporary sign regulations are listed in Chapter 155 of the Village of Lake Orion Code of Ordinances found on the Village of Lake Orion Website at [www.lakeorion.org](http://www.lakeorion.org). The permit application can be found here on the Village's website. Signage may have separate fees associated with it.

**Request to Use Village Equipment (If applicable)**

Special events that will require street closures or the use of other Village equipment must complete a Request to Use Village Equipment Form.

**Pre-Application Meeting**

Prior to submitting your Event Application Form, you will be required to set up a meeting with the Village Administration including representatives from the DPW, Fire Department, and Police Department to review your event. Please contact the Village Offices at (248) 693-8391 extension 105 or at [events@lakeorion.org](mailto:events@lakeorion.org) to set up an appointment.

**EVENT APPROVAL PROCESS****Village Administration Internal Review**

Complete Application package should be submitted in person or mailed to Village Hall located at 21 E. Church St. or via electronic mail to the Village Office at [events@lakeorion.org](mailto:events@lakeorion.org). Event applications shall be submitted 120 days in advance of your event date. Event review will not move forward until such time as all required documents for the event have been submitted.

Upon receiving complete application packages, the Village administration will begin their review. The Police Chief, Director of DPW, Orion Township Fire Marshall, and Orion Township Building Official (as needed), DDA Executive Director and Events Committee Members will be notified of the event and asked to review the application package. The applicant will be notified of any additional items required for approval.

**Village Council Approval**

All events as require Village Council approval prior to the start of the event. The Village Council meets twice a month, typically on the second and fourth Mondays of each month. The applicant will be notified when their application will be placed on the Village Council agenda. The Village Council may approve, approve with conditions, deny, or table the special event request.

**Preparation for Event**

Upon approval, the applicant will be required to work with applicable Village departments to ensure the success of their event. For example, this may require working with the Police Department for requested road closures and public safety measures.



### Village of Lake Orion

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 Tel 248.693.8391  
 Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

## EVENT PERMIT APPLICATION

Date of Application: 9/18/2024	Date Application Fee Paid:
--------------------------------	----------------------------

<b>Sponsoring Organization's Legal Name:</b> Lake Orion DDA	
Phone 248-693-9742	Fax
Email bloom@downtownlakeorion.org	Website

<b>Sponsoring Organization's Agent Name:</b> Mackenzie Harwood	
Phone 248-693-9742	Fax
Email Harwood@downtownlakeorion.org	Website downtownlakeorion.org

<b>Event Name:</b> Here Lies Lake Orion Cemetery Tour
--

<b>Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)</b> Paid ticket holders (max 30 per tour, tour every hour) will meet inside Evergreen Cemetery for a historical tour with a volunteer guide. The guide will walk them along the pathways (lighting provided) to visit the graves of some prominent deceased Lake Orion residents and tell their stories. There will be displays at each grave site with photos and stories. THIS IS NOT A HAUNTED ATTRACTION.
---

<b>Date/Hours of Event:</b> October 5-6 4-8pm
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<b>Date/Hours of Set-up and Tear Down:</b> Set up: Oct. 5 12 pm Tear down: Oct. 6 9pm
---



**Event Location and Boundaries**

Evergreen Cemetery

*Include an Event Map which clearly shows the locations for each activity during the event, including but not limited to the following:*

- Tent locations
- Parking / loading areas
- Food / drink stations
- Streets and parking lots to be closed
- Walk / run routes
- Anticipated staffing
- Loading locations
- Porta john locations and number
- Trash/dumpster
- Event staff parking

Will street closures and/or Parking Lot closures be necessary:    ( ) Yes    ( X ) No  
 If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Coordinating with Another Event: YES    NO	If Yes, Event Name
Event Name/Details:	

Event Information	
Type of Event <i>(See definitions attached to information page)</i>	
( ) Village Operated    ( X ) DDA    ( ) Individual    ( ) Co-Sponsored    ( ) Group	
<b>Indicate Status</b>	
( ) Non-Profit*    ( X ) Not-for-Profit    ( ) For-Profit	
<b>*If the event is sponsored by a Non-Profit please provide proof of non-profit status.</b>	



<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes      ( ) No          If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p>October 4-5 2025</p>
<p>Is this event a Fund raiser? <input checked="" type="checkbox"/> Yes      ( ) No          If YES, indicate beneficiary information:          Raise money for Trolley Expenses</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? ( ) Yes      ( x ) No          Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? ( ) Yes      ( x ) No          Describe:</p>
<p>Total estimated attendance each day          30 participants for 8 different tours, total of 240 max participants</p>
<p>What parking arrangements will be necessary to accommodate attendance?          Describe:          Will be using 425 Indianwood parking lot, as all businesses are closed Saturday</p> <p><b>NOTE: For events over 100 people, you must submit a parking plan.</b></p>
<p>How will trash be handled?          Describe:          Use of regular bins</p>



<p>Is amplification of music or speakers planned or anticipated? <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No          If yes, describe, including the dates and times and the maximum limit and amplification:          Guide will have a personal microphone on their person. Should not be very loud, only tour group should be able to hear it.</p>
<p>Will tents be used:        <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If yes, indicate number of tents, use of each, location and size:</p>
<p>Portable restrooms:    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If yes, number of portable restrooms and location:</p>
<p>Will alcoholic beverages be served: <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If yes, describe:           Is liquor license issued by the State of Michigan? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No?          If yes, whose name is the license issued to:   <b><i>Copy of License must be submitted to the Village within 15 days of the Event.</i></b></p>
<p>Will food and beverages be sold: <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If yes, describe:   <b><i>All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.</i></b></p>
<p>Will merchandise be sold: <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No          If yes, describe:</p>



**WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?**

Electrical Connections: ( ) Yes (x) No  
If yes, describe:

Water: ( ) Yes (x) No  
If yes, describe:

Barricades and/or Traffic cones: ( ) Yes (x) No  
If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":

Do you have need of emergency fire equipment, such as ambulance? ( ) Yes (x) No  
If yes, describe:

Other Village services: ( ) Yes (x) No  
If yes, describe:

**EVENT SIGNS**

Will this event include the use of signs? (x) Yes ( ) No  
If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".



**CERTIFICATIONS AND SIGNATURES**

I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- I. Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. Advertisement must include note that the advertisement is pending Village Approval.



As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.

9/18/2024  
\_\_\_\_\_  
Date

*Mackenzie Harwood*  
\_\_\_\_\_  
Signature of Sponsoring Organization's Agent

Mackenzie Harwood  
\_\_\_\_\_  
Print Name



 -tour route  
 - parking



Village of Lake Orion  
21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**HOLD HARMLESS AGREEMENT**

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

Here Lies Lake Orion Cemetery Tour	October 5 & 6 4-8 PM
Activity/Event	Dates and Time
Evergreen Cemetery	
General Description of Location	

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

  
Applicant/Property Owner/Contractor Signature\*\*

Mackenzie Harwood  
Applicant/Property Owner/Contractor Printed Name

9/18/2024  
Date

  
Witness One Signature \*\*\*

Janet L. Bloom  
Witness One Printed Name

  
Witness Two Signature \*\*\*

Matthew Shev  
Witness Two Printed Name

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

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

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

## CERTIFICATE OF INSURANCE FOR PERMITTED ACTIVITIES IN MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

**ALL INSURANCE INFORMATION MUST BE SUBMITTED ON FORM 2021. ANY OTHER FORM IS INVALID.**

The subscribing insurance company certifies that insurance of the types and limits of liability listed below have been issued to the insured named below for the policy period indicated.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rate, except that the insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- (1) The subscribing company agrees to give 30 days prior written notice to the Michigan Department of Transportation in the event of cancellation or reduction in coverage by the Insurance Company for reasons other than nonpayment of premium.
- (2) The subscribing company agrees to give 10 days prior written notice to the Michigan Department of Transportation in the event of cancellation by the Insurance Company for nonpayment of premium.
- (3) The subscribing company agrees to give immediate written notice to the Michigan Department of Transportation in the event the contractor cancels or reduces the coverage of any insurance certified below.

NAME OF INSURED Village of Lake Orion	TELEPHONE NUMBER 248-693-8391
--	----------------------------------

ADDRESS	Street	City	State	Zip Code
21 E. Church St.		Lake Orion	MI	48362

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES (MM/DD/YY)		CATEGORY	MIN. LIMITS	POLICY AMOUNTS	
			EFFECTIVE	EXPIRATION				
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input checked="" type="checkbox"/> OCCURRENCE	MML001238339	7/1/2024	7/1/2025	GENERAL AGGREGATE	\$ 2,000,000		<b>A</b>
					PRODUCTS - COMP/OP AGG.			
					PERSONAL AND ADV. INJURY		\$5,000,000	
					EACH OCCURRENCE	\$ 1,000,000	\$5,000,000	
					FIRE DAMAGE (Any one fire)		\$100,000	
					MEDICAL EXP(Any one person)		\$10,000	
<b>AND</b>								
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	MML001238339	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT	\$ 1,000,000	\$5,000,000	<b>B</b>
					<b>OR</b>			
					BODILY INJURY (Per person)	\$ 500,000		<b>C</b>
					BODILY INJURY (Per accident)	\$ 1,000,000		
					PROPERTY DAMAGE	\$ 1,000,000		
<b>OR</b>								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000		<b>D</b>
					AGGREGATE	\$ 1,000,000		

**ADDITIONAL INSURED:**  
 Oakland \_\_\_\_\_ (County), the Board of County Road Commissions, County Road Commission, State of Michigan, Michigan Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

<b>NAME OF INSURANCE COMPANIES AFFORDING COVERAGE</b> COMPANY Michigan Municipal League Liability and LETTER A Property Pool  COMPANY LETTER  COMPANY LETTER	<b>NAME OF AGENCY</b> Meadowbrook, Inc.  <b>ADDRESS</b> P.O. Box 2054 Southfield, MI 48037-2054
--	--

BY: (Authorized Representative Signature) 	TITLE Account Executive	DATE 6/11/2024	TELEPHONE NUMBER 248-358-1100
---	----------------------------	-------------------	----------------------------------

INSURANCE REQUIREMENTS FOR ACTIVITIES PERFORMED  
PURSUANT TO A PERMIT ISSUED BY THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION

The permittee shall have as a minimum an insurance policy as described below, and the insurance company shall be licensed by the State of Michigan.

1. The insurance shall include, but not be limited to, coverage for:

- Underground damage to facilities due to drilling and excavating with mechanical equipment, and
- Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition, and
- According to the following formula: **A+B or A+C or D**

A. Commercial general liability: The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Combined single limit for bodily injury and property damage liability: . . . . . \$1,000,000 each occurrence

C. Automobile Liability (Minimum Limits):

Bodily injury: . . . . . \$500,000 per person

. . . . . \$1,000,000 each occurrence

Property damage: . . . . . \$1,000,000 each occurrence

D. The insurance limits, above, may be attained through an umbrella policy.

2. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.

3. Should the policy be canceled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right of way is deemed of no effect pending reinstatement of such policy in conformity with the above.

4. Proof of insurance shall be the Michigan Department of Transportation (MDOT) Certificate of Insurance for Permitted Activities in MDOT Right of Way form (form #2020 or 2021), or should the department elect, a copy of the policy or both.

5. All certificates of insurance will be received by the permit issuing offices unless otherwise arranged with the Lansing Utilities and Permits Section.

6. When using FORM 2021, the "Additional Insured" field (County) shall indicate the specific County where the work is proposed.



### LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and Lake Orion Downtown Development Authority ("Licensee"), whose address is 118 N Broadway Street, Lake Orion, MI, 48362, for the use by Licensee of the Village Cemetery, Evergreen identified on the attached Here Lies Lake Orion Cemetery Tour application and collectively referred to as the "Premises".

#### RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the event, Here lies Lake Orion Cemetery Tour to be held October 5 & 6, 2024 (the "Event").
- B. On September 23, 2024, the Village Council conditionally approved Licensee's request subject to this License Agreement being signed and complied with.

#### ***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. Grant of License. For and in consideration of the benefits to the Village of the Event the Village hereby grants a revocable license to Licensee to use the Premises for the Event subject to and in accordance with all of the terms and conditions of this Agreement.
2. Event Locations, Activities and Costs. The Event shall be limited to the Premises and activities on those Premises as disclosed to the Village Council. Except as otherwise approved by the Village Council, all cost and expenses of the Event on the Premises shall be borne solely by Licensee.
3. Use of Premises. Except for restricted areas, all Premises shall be open to the general public. The use rights granted in this Agreement are nonexclusive and may be suspended at any time by the Village for any public purpose or public health, safety and welfare reason, including Public Works, Police and/or Fire Department needs and operations. Licensee assumes all risk of such suspension and hereby waives and releases the Village from any claims for such damage.
4. Maintenance. Licensee agrees to use and maintain the Premises in a clean, safe and good condition and as required by the Police and Fire Departments and to promptly clean up and restore the Premises to the pre-Event conditions after the Event.
5. Alcohol Sales. *Not Applicable for this event.*
6. Indemnification. Licensee shall defend, pay on behalf of, indemnify and hold harmless the Village, its elected and appointed officials, employees and volunteers, and other persons working on behalf of the Village, from and against any and all claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected or associated with this Agreement and the use of the Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Improvements.

7. Insurance. Licensee shall secure and maintain liability insurance for all Premises in the minimum amount of \$ 1,000,000.00, and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Narsh, Council President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sonja Stout, Village Clerk/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janet Bloom, DDA Assistant Director  
Lake Orion Downtown Development Authority



21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

### SIGN PERMIT APPLICATION

#### PROPERTY INFORMATION

Sign Site Address: M-24 and Flint Street Parcel ID #: \_\_\_\_\_

Name of Business at Sign Location: Autozone Zoning District: \_\_\_\_\_

#### OWNER INFORMATION

Property Owner Name: \_\_\_\_\_ Address: 85 W. Flint St.

Property Owner Phone #: 248-693-3421 E-Mail: \_\_\_\_\_

#### APPLICANT INFORMATION (If applicant is NOT property owner)

Applicant Name: Mackenzie Harwood Address: 118 N Broadway, Lake Orion, MI 48362

Applicant Phone #: 248-693-9742 E-Mail: harwood@downtownlakeorion.org

Applicant is: (i.e. contractor or business owner or architect, etc.) office admin

#### TYPE AND QUANTITY OF SIGN(S)

Please indicate the quantity of each type of sign proposed.

Permanent Sign(s): \_\_\_\_\_ Wall \_\_\_\_\_ Projecting \_\_\_\_\_ Ground Sign \_\_\_\_\_ Awning \_\_\_\_\_ Other

Temporary Sign(s):  Banner \_\_\_\_\_ Community Event \_\_\_\_\_ Class 1 (Adjustable Type) \_\_\_\_\_ Class 2 (A-Frame)

Temporary Display Dates: From 9/24/2024 To 10/7/2024

Name of Event: Here Lies Lake Orion Cemetery Tour Date of Event: 10/5-6/2024

#### ADDITIONAL INFORMATION AND REQUIREMENTS

**1) Location Map:** A map identifying the location of all requested signs on the property or building must be provided or the application WILL NOT be reviewed.

**2) Sign Sketch Plan:** A scaled plan or drawing identifying the size and elements of all requested sign(s) on the property or building must be provided or the application WILL NOT be reviewed.

**3) Orion Township Building Permit:** An Orion Township building permit application must be included in order to erect any permanent signs.

I hereby agree to erect and remove (if applicable) signage exactly as approved on this application:

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant (or Contractor): Mackenzie Harwood Date: 9/18/2024



21 E. Church Street  
Lake Orion, Michigan 48362  
Tel 248.693.8391  
Fax 248.693.5874  
[www.lakeorion.org](http://www.lakeorion.org)

**LOCATION MAP**

A location map must include the following information:

- All property lines, buildings, fences, parking lots, driveways and adjacent streets.
- The location of all existing signs.
- The location of all proposed signs.

**SIGN SKETCH PLAN**

A sign sketch plan must include the following information:

- All sign dimensions.
- Wording of the sign.
- Building Signs: Must show length and width of building façade from grade and include roofline.
- Draw length, width, depth, and height of sign on building façade. Include all existing and proposed signage.
- Please note if any existing signage is to be removed.
- Any proposed internal or external lighting.
- Type of material sign is constructed from.

**ALL APPLICATIONS MUST BE IN COMPLIANCE WITH THE STANDARDS OF THE VILLAGE SIGN ORDINANCE, CHAPTER 155, AS AMENDED.**



**Village of Lake Orion**  
 21 E. Church Street  
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**TEMPORARY USE OF VILLAGE RIGHT-OF-WAY**  
 (PROPERTY, STREETS AND SIDEWALKS)

**APPLICANT INFORMATION**

Applicant Name: Mackenzie Harwood Business Name: Lake Orion DDA  
 Applicant Phone #: 248-693-9742 Address: 118 N Broadway St.  
 Applicant E-Mail: harwood@downtownlakeorion.org City, State, Zip: Lake Orion, MI, 48360

**TYPE OF TEMPORARY USE**

Property/Right-of-way will be used for:  Building Maintenance  Business Sale/Event  Utility Installation  
 Briefly Describe Use/Project Activity: Educational/Historical Tour

**RIGHT-OF-WAY (ROW) TO BE USED**

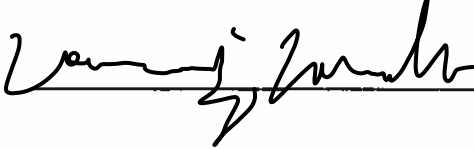
Site Address: (Property adjacent to street/sidewalk/ROW) Evergreen Cemetery  
 Temporary Use of Right-of-Way Begins – Day: Oct. 5 Time: 12 pm  
 Temporary Use of Right-of-Way Ends – Day: Oct. 7 Time: 12 pm

**ADDITIONAL REQUIRED INFORMATION**

Please place your initials next to the items in the applicable column to acknowledge that all items are included with your application.

Required for Special Event Applications	Required for General Obstruction of Public ROW Only
<u>MH</u> Anticipated Attendance	<input type="checkbox"/> Sketch of Project Area
<u>MH</u> Event Map	<input type="checkbox"/> Hold Harmless Agreement
<u>MH</u> Hold Harmless Agreement	<input type="checkbox"/> Barrier Plan/ Safe Route Plan
<input type="checkbox"/> License Agreement (if applicable - to be approved by Village Council)	<b>Additional Items for Excavation / Construction on Public Property</b>
<u>MH</u> Parking Plan	<input type="checkbox"/> Application Fee
<u>MH</u> Sign Application (if applicable)	<input type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Copy of License
<input type="checkbox"/> Approvals from all applicable outside agencies	<input type="checkbox"/> \$1,000 Escrow Deposit
	<input type="checkbox"/> Construction Detail
	<input type="checkbox"/> Soil Erosion Sedimentation Control

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damage done to any street or sidewalk and that I must fully cooperate with all Village departments. Failure to cooperate may lead to immediate revocation of this permit by the Village of Lake Orion.

Signature of Applicant:  Date: 9/18/2024

\*\*\* To Be Completed by Village Administration \*\*\*

**APPROVAL / COMMENTS BY**

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Special Events: Condition of approval is that the applicant must make arrangements for barricades and detour signs at least one week prior to event. When Flint Street is closed, temporary STOP signs must be installed on both eastbound and westbound Shadbolt at Anderson Street and any other locations that the Police Chief deems necessary.

DDA: \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

DPW Director: \_\_\_\_\_ Date: \_\_\_\_\_

Village Council: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Village Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

\_\_\_\_\_



---

## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC:** Approval of Village Council Regular Meeting Minutes of September 9, 2024

**RECOMMENDED MOTION:** To approve the September 9, 2024 Village Council Regular Meeting Minutes, as presented.



# MINUTES

## REGULAR MEETING OF THE VILLAGE COUNCIL

Monday, September 09, 2024

7:30 PM

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

(248) 693-8391 ext. 102

### 1. Call to Order

The September 9<sup>th</sup>, 2024, Village Council Regular Meeting was called to order at 7:30 PM.

### 2. Pledge of Allegiance

### 3. Roll Call and Determination of Quorum

#### PRESENT

President Jerry Narsh

President Pro Tem Teresa Rutt

Council member Carl Cyrowski

Council member Nancy Moshier

Council member Kenneth Van Portfliet

Council member Stan Ford

Council member Michael Lamb

#### STAFF PRESENT

Village Manager Darwin McClary

DPW Director Wes Sanchez

Police Chief Mark Amundson

DDA Assistant Director Janet Bloom

Village Clerk/Treasurer Sonja Stout

Village Planning and Zoning Coordinator Mario Ortega

### 4. Presentations

None.

**5. Call to the Public**

Harry Stephens spoke.

Janet Bloom spoke.

**6. Consent Agenda**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to approve the Consent Agenda, as presented.

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

**VOTING NAY:** None

**MOTION:** Carried

**A. 2024-2025 Winter Maintenance Agreement with Road Commission for Oakland County**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to approve the 2024-2025 Winter Maintenance Agreement between the Village of Lake Orion and the Road Commission for Oakland County for the Village to perform certain winter road maintenance for the Road Commission in the total amount of \$5,830.96, with the revenue to be posted to the Local Street Fund; and to authorize the Village Manager to execute the agreement on behalf of the Village.

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

**VOTING NAY:** None

**MOTION:** Carried

**B. Receive and file Village of Lake Orion Sewage Disposal System Quarter 3 Financial Report for Fiscal Year 2024 (October 1, 2023 to June 30, 2024)**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to receive and file the Village of Lake Orion Sewage Disposal System Quarter 3 Financial Report for Fiscal Year 2024 (October 1, 2023 to June 30, 2024).

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

**VOTING NAY:** None

**MOTION:** Carried

**C. Receive and file correspondence from Cory Johnston dated August 26, 2024, regarding DDA FOIA Policy and Placemaking Grant**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to receive and file the correspondence received from Cory Johnston dated August 26, 2024, regarding the DDA FOIA Policy and Placemaking Grant.

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

**VOTING NAY:** None

**MOTION:** Carried

**D. Approval of Village Council Regular Meeting Minutes of August 26, 2024**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to approve the August 26, 2024, Village Council Regular Meeting Minutes, as presented.

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

**E. Receive and File of August 2024 Police Department Activity Report**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to receive and file the August 2024 Police Department Activity Report.

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

**F. Receive and file Fall 2024 Community Newsletter**

**MOTION** made by Council member Cyrowski, Seconded by President Pro Tem Rutt, to receive and file the Village of Lake Orion 2024 Fall Community Newsletter.

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

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

**8. Approval of Agenda**

**MOTION** made by Council member Van Portfliet, Seconded by President Narsh, to approve the agenda for Monday, September 9, 2024, Village Council Regular Meeting with the addition of Item E. Administrative Approval of DDA Special Event: Outdoor Movie Night.

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

**9. Public Hearings**

None.

**10. Financial Matters**

**A. Invoice Approval - September 9, 2024**

**MOTION** made by President Pro Tem Rutt, Seconded by Council member Cyrowski, to approve the September 9, 2024 bills in the amount of \$208,584.26 of which \$109,576.68 are DDA bills for a net total of \$99,007.58 and to receive and file the DDA bills.

**VOTING YEA:** Narsh, Rutt, Cyrowski, Van Portfliet, Ford,  
**VOTING NAY:** Moshier, Lamb  
**MOTION:** Carried

**B. Financial Statements - August 2024**

**MOTION** made by President Pro Tem Rutt, Seconded by Council member Ford, to receive and file the financial reports for August 2024.

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

**11. Other Items**

**A. Supplemental Appropriation for Parks and Recreation Capital Outlay**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Lamb, to approve budget amendment BA-2025-101-751-977-000 to increase the appropriation for expenditures in Account #101-751-977-000 by \$2,757.00 from \$5,000.00 to \$7,757.00 for Parks and Recreation capital projects as requested by the Parks and Recreation Advisory Committee.

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

**B. Budget Amendment - Police Computers Installation and Email Migration**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to approve budget amendment BA-2025-207-03 to provide a supplemental appropriation from Police Fund reserves in the amount of \$10,523 for the police computer install and email migration.

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

**C. FY 2024-25 Municipal Fee Schedule**

**MOTION** made by President Narsh, Seconded by Council member Van Portfliet, to approve the Village of Lake Orion FY 2024-25 municipal fee schedule, as presented.

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

**D. Village Property Inventory and Mapping Project Phase II and Master Plan Strategic Action Plan**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Lamb, to approve Budget Amendment BA-2025-101-721-01 to increase the General Fund – Planning and Zoning expenditures by \$6,300.00 to provide appropriations for the Phase II Village Property Inventory and Mapping Project (\$1,500) and completion of the Master Plan Strategic Action Plan (\$4,800).

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

**E. Administrative Approval of DDA Special Event: Outdoor Movie Night**

**MOTION** made by Council member Van Portfliet, Seconded by Council member Cyrowski, to authorize Administration to give approval for the Special Event: Outdoor Movie Night.

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

**VOTING NAY:** None

**MOTION:** Carried

**12. Call to the Public**

Rosemary Ford spoke.

**13. Council Comments**

Council member Cyrowski spoke.

Council member Moshier spoke.

Council member Van Portfliet spoke.

Pro Tem Rutt had no comment.

Council member Ford spoke.

Council member Lamb spoke.

President Narsh spoke.

**14. Village Manager Comments**

The Village Manager provided a summary of his report which is also found on the Village Manager's page of the Village of Lake Orion's website.

**15. Closed Session Items**

**16. Business From Closed Session**

**17. Adjournment**

**MOTION** made by President Pro Tem Rutt, Seconded by President Narsh, to adjourn the September 9<sup>th</sup>, 2024 Village Council Regular Meeting.

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

**VOTING NAY:** None

**MOTION:** Carried

The September 9<sup>th</sup>, 2024, Village Council Regular Meeting adjourned at 9:02 PM.

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Jerry Narsh  
President

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Sonja Stout  
Clerk/Treasurer

Date Approved: as presented on September 23, 2024



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## COUNCIL ACTION SUMMARY SHEET

**MEETING DATE:** September 23, 2024

**TOPIC:** Receive and File of Downtown Development Authority Board Regular Meeting Minutes of August 20, 2024

**RECOMMENDED MOTION:** To receive and file the August 20, 2024 Downtown Regular Development Authority Board Meeting Minutes, as presented.



# MINUTES

## REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Tuesday, August 20, 2024

6:30 PM

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

(248) 693-8391 ext. 102

### 1. Call to Order

The August 20<sup>th</sup>, 2024 Downtown Development Authority Board Regular Meeting was called to order at 6:31 PM.

### 2. Roll Call and Determination of Quorum

#### PRESENT

- Chairperson Debbie Burgess
- Vice Chairperson Sam Caruso
- Treasurer Matt Shell
- Secretary Hank Lorant
- Board Member Sally Medina
- Board Member Alaina Campbell
- Village President Jerry Narsh

#### ABSENT

- Board Member Lloyd Coe
- Board Member Chris Barnett

#### STAFF PRESENT

- DDA Executive Director Matthew Gibb
- DDA Assistant Director Janet Bloom
- Village Manager Darwin McClary
- Deputy Clerk/Treasurer Lynsey Blough

### 3. Approval of Minutes

#### A. July 16th, 2024 DDA Regular Meeting Minutes

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to approve the Downtown Development Authority Board Regular Meeting Minutes of July 16<sup>th</sup>, 2024.

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

**4. Approval of Agenda**

**MOTION** made by Village President Narsh, Seconded by Treasurer Shell, to approve the agenda of August 20, 2024 Downtown Development Authority Board Regular Meeting, as presented.

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

**5. Call to the Public**

None.

**6. Consent Agenda**

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

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

**A. Financial Reports**

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

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

**7. Financial Matters**

**A. Bill Approval**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to approve disbursements in the amount of \$42,681.75 for July 2024.

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

**8. New and Old Business**

**A. Resolution Establishing FOIA Policy and Appointment of Coordinator**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to approve and adopt a resolution establishing Freedom of Information Act (FOIA) policies, procedures and guidelines for the Lake Orion Downtown Development Authority and to further appoint the Executive Director of the Lake Orion Downtown Development Authority as the FOIA Coordinator.

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

**B. Acceptance of Placemaking Program Grant**

**MOTION** made by Treasurer Shell, Seconded by Village President Narsh, to approve and adopt a resolution to accept grant funding from the Main Street Oakland County Placemaking and Public Spaces Program and authorize execution of the Program Agreement by Executive Director Matthew Gibb.

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

**C. Creation and Appointment of DDA Budget Task Force**

**MOTION** made by Treasurer Shell, Seconded by Board Member Campbell, to approve and appoint a DDA Budget Task Force in accord with the overview and structure presented to the Board, appointing the following persons to serve as Members:

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

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

**D. Budget Policy Resolution**

**MOTION** made by Treasurer Shell, Seconded by Village President Narsh, to refer the Letter Opinion from Robert Davis, dated August 6, 2024, to the Budget Task Force, directing the Task Force to assess the issues of budget procedure, an administrative fee, and the impact of charged services and report the results in a policy recommendation to the Board not later than September 2024.

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

**E. Approve Single Source Quote - Survey Work**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to approve the proposal from PEA Group dated August 7, 2024 in an amount not to exceed \$9,400, with funding charged to GL 301-901-950-000 Demolition.

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

**9. Reports, Resolutions and Recommendations**

**A. Executive Director’s Report**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to receive and file the Executive Director’s Report.

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

**B. Assistant Director’s Report**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to receive and file the Assistant Director’s Report.

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

**10. Board Comments**

- Board Member Medina spoke.
- Secretary Lorant spoke.
- Treasurer Shell spoke.
- Vice Chairperson Caruso spoke.
- Board Member Campbell spoke.
- President Narsh spoke.
- Chairperson Burgess spoke.

**11. Next Regular Meeting - September 17, 2024**

**12. Adjournment**

**MOTION** made by Treasurer Shell, Seconded by Secretary Lorant, to adjourn the August 20<sup>th</sup>, 2024 Downtown Development Authority Board Regular Meeting.

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

**VOTING NAY:** None

**ABSENT:** Coe, Barnett

**MOTION:** Carried

The August 20<sup>th</sup>, 2024 Downtown Development Authority Board Regular Meeting adjourned at 7:44 PM.

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Debbie Burgess  
Chairperson

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Lynsey Blough  
Deputy Clerk/Treasurer

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Sonja Stout  
Village Clerk/Treasurer

Date Approved: as presented on September 17, 2024.



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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** September 23, 2024

**TOPIC:** Invoice Approval - September 23, 2024

**RECOMMENDED MOTION:** To approve the September 23, 2024 bills in the amount of \$ 209,801.10 of which \$ 38,627.79 are DDA bills for a net total of \$ 171,173.31 and to receive and file the DDA bills.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-228-100	DUE TO STATE OF MICHIGAN -FINGER	STATE OF MICHIGAN	FINGERPRINTS	43.25	
101-000-279-000	GENERAL PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR ROSSMAN/SHANK OCTOE	826.35	
101-000-281-004	55 W ELIZABETHER PUD	MCKENNA ASSOCIATES, INC.	SERVICES AUGUST 1- AUGUST 31 2024	850.00	
Total For Dept 000 REVENUE				1,719.60	
Dept 215 VILLAGE CLERK					
101-215-900-000	SPECIAL USE PH 9/3	VIEW NEWSPAPER GROUP	POSTINGS	102.70	
Total For Dept 215 VILLAGE CLERK				102.70	
Dept 228 Information Technology					
101-228-801-000	MICROSOFT 365 AGREEMENT	VC3, INC.	MICROSOFT 365 AGREEMENT MONTHLY PAYMENI	238.60	
Total For Dept 228 Information Technology				238.60	
Dept 260 GENERAL ACTIVITIES					
101-260-728-000	CAN LINERS 379286946001	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	171.56	
101-260-730-000	7/28/24-8/21/24 BASE	XEROX CORPORATION	COPIER LEASE AUGUST	319.18	
101-260-730-000	AUGUST	XEROX CORPORATION	COPIER LEASE-BASE CHARGE	91.09	
101-260-830-000	SEPTEMBER 1 TO SEPTEMBER 30, 202	PRIORITY WASTE	MONTHLY CURBSIDE COLLECTION ACC32147	21,874.60	
101-260-921-000	STREETLIGHTS	DTE ENERGY	STREETLIGHTS AUGUST	4,074.01	
101-260-930-000	9/9/24 VILLAGE WINDOW CLEANING	ECHTINAW, WAYNE S.	VILLAGE WINDOW CLEANING	100.00	
101-260-956-000	ADMIN PRIME MEMBERSHIP ANNUAL FE	AMAZON CAPITAL SERVICES	BUSINESS PRIME MEMBERSHIP FEE 2024-202	166.34	
Total For Dept 260 GENERAL ACTIVITIES				26,796.78	
Dept 721 PLANNING AND ZONING					
101-721-829-000	PROFESSIONAL VIRTUAL OFFICE	MCKENNA ASSOCIATES, INC.	SERVICES AUGUST 1- AUGUST 31 2024	3,780.00	
101-721-832-001	PROPERTY INVENTORY & MAPPING PRO	MCKENNA ASSOCIATES, INC.	VILLAGE OWNED PROPERTY INVENTORY & MAPE	1,350.00	
101-721-840-000	MONTHLY RETAINER	MCKENNA ASSOCIATES, INC.	SERVICES AUGUST 1- AUGUST 31 2024	550.00	
Total For Dept 721 PLANNING AND ZONING				5,680.00	
Dept 851 INSURANCE AND BONDS					
101-851-911-000	MICHIGAN MUNICIPAL LEAGUE POOL R	MICHIGAN MUNICIPAL LEAGUE	MML POOL RENEWAL PREMIUM 2024-2025	70,277.00	
Total For Dept 851 INSURANCE AND BONDS				70,277.00	
Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-805-000	20	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	976.00	
Total For Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGIN				976.00	
Total For Fund 101 GENERAL FUND				105,790.68	
Fund 202 MAJOR STREET FUND					
Dept 260 GENERAL ACTIVITIES					
202-260-805-000	2	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	101.00	
Total For Dept 260 GENERAL ACTIVITIES				101.00	
Dept 463 ROUTINE MAINTENANCE					
202-463-801-000	8/31/24	CURBCO SWEEPING	STREET SWEEPING	150.00	
202-463-801-000	8/19/24 STREET SWEEPING WASTE	WASTE MANAGEMENT OF MICHIC	STREET SWEEPING WASTE	312.96	
Total For Dept 463 ROUTINE MAINTENANCE				462.96	
Total For Fund 202 MAJOR STREET FUND				563.96	
Fund 203 LOCAL STREET FUND					
Dept 260 GENERAL ACTIVITIES					
203-260-805-000	2	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	77.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Dept 260 GENERAL ACTIVITIES					
Total For Dept 260 GENERAL ACTIVITIES				77.00	
Dept 463 ROUTINE MAINTENANCE					
203-463-726-000	PHOTOCELL FOR LIGHTS 1FGWCGLWRN9	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES	76.69	
Total For Dept 463 ROUTINE MAINTENANCE				76.69	
Total For Fund 203 LOCAL STREET FUND				153.69	
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	POLICE PORTION	BLUE CROSS BLUE SHIELD OF	HEALTH COVERAGE FOR ROSSMAN/SHANK OCTOE	2,478.99	
207-301-730-000	COPY CHARGES BW-\$10.53 COLOR\$92.	APPLIED INNOVATION	POLICE COPY MACHINE SEPTEMBER 2024	106.81	
207-301-730-000	POLICE PRINTER RICOH CONTRACT SE	U.S. BANK EQUIPMENT FINANC	RICOH CONTRACT PAYMENT POLICE PRINTER	110.43	
207-301-801-000	OAKLAND COUNTY SHERIFF COVERAGE	CHARTER TOWNSHIP OF ORION	OAKLAND COUNTY PATROL 09/2024	8,500.00	
207-301-805-000	9	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	439.00	
207-301-820-000	UNIFORM EQUIPMENT - AMUNDSON	NYE UNIFORM	POLICE UNIFORM	454.50	
207-301-865-000	POLICE	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE AUGUST	583.59	
207-301-956-000	POLICE PRIME MEMBERSHIP ANNUAL F	AMAZON CAPITAL SERVICES	BUSINESS PRIME MEMBERSHIP FEE 2024-202	166.33	
Total For Dept 301 POLICE/SHERIFF/CONSTABLE				12,839.65	
Total For Fund 207 POLICE FUND				12,839.65	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-740-000	MEDICINE KIT RESPPLY	CINTAS	MEDICINE KIT RESUPPLY	111.83	
225-441-740-000	8/21/24 GREASE/GREASE HOSE	O'REILLY AUTOMOTIVE, INC.	JULY/AUGUST CREDIT CARD	180.64	
225-441-740-000	VEGETATION KILLER	TRACTOR SUPPLY CO.	SUPPLIES JULY/AUGUST	139.98	
225-441-741-000	DRILL REPAIR PARTS 1DYTNLXHQC7	AMAZON CAPITAL SERVICES	AMAZON SUPPLIES	42.69	
225-441-805-000	6	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	282.00	
225-441-821-000	UNIFORM CLEANING 09/11/2024	UniFIRST	WEEKLY DPW UNIFORM CLEANING	106.66	
225-441-865-000	7/26/24 WD 40 AND MOTOR OIL	O'REILLY AUTOMOTIVE, INC.	JULY/AUGUST CREDIT CARD	27.47	
225-441-865-000	DPW	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE AUGUST	946.04	
225-441-932-000	8/16/24 F250 BATTERY	O'REILLY AUTOMOTIVE, INC.	JULY/AUGUST CREDIT CARD	391.99	
225-441-956-000	DPW PRIME MEMBERSHIP ANNUAL FEE	AMAZON CAPITAL SERVICES	BUSINESS PRIME MEMBERSHIP FEE 2024-202	166.33	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				2,395.63	
Total For Fund 225 DEPT OF PUBLIC WORKS FUND				2,395.63	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-801-003	DPW ADMIN FEE (STATUS QUO)	VILLAGE OF LAKE ORION	DPW ADMIN FEE (STATUS QUO)	7,500.00	
248-260-801-004	STATUS QUO PA 57 ADMIN FEES (6-8	VILLAGE OF LAKE ORION	PA 57 ADMIN FEES	17,500.00	
248-260-805-000	PARTIAL INV 210705	ANDREWS HOOPER PAVLIC PLC	DDA AUDIT PARTICIPATION	1,990.00	
248-260-810-000	INV 11487 (PARTIAL)	DAVIS LISTMAN PLLC	LEGAL FEES	1,273.00	
248-260-823-000	INV 20205091569 SFTWARE	COMERICA BANK	COMERICA CREDIT CARD	178.14	
248-260-851-000	BILL# 732674 TELEPHONE	COMERICA BANK	COMERICA CREDIT CARD	185.02	
248-260-920-000	CONSUMERS 10006299537	CONSUMERS ENERGY	OFFICE UTILITY	24.10	
248-260-921-000	ACCT 920009680652 24 FRONT	DTE ENERGY	STREET LIGHT	25.47	
248-260-921-000	ACCT 910040951824 380 S BROADWAY	DTE ENERGY	STREET LIGHTS	595.45	
248-260-930-002	BUILDING MAINTENANCE	COMERICA BANK	COMERICA CREDIT CARD	165.92	
248-260-930-002	INV 91960 FLOOR MATS	DarWel ENTERPRISES LLC	FLOOR MATS	30.24	
248-260-941-000	OFFICE RENT (OCT-DEC 2024)	NICK SCHILLACE	OFFICE RENT	4,200.00	
248-260-956-000	MEMBERSHIP DUES	COMERICA BANK	COMERICA CREDIT CARD	92.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-958-000	PARTICIPANT LUNCH	COMERICA BANK	COMERICA CREDIT CARD	145.83	
Total For Dept 260 GENERAL ACTIVITIES				33,906.05	
Dept 725 ORGANIZATION					
248-725-824-000	VOLUNTEER RECOGNITION	COMERICA BANK	COMERICA CREDIT CARD	321.96	
Total For Dept 725 ORGANIZATION				321.96	
Dept 726 DESIGN					
248-726-801-000	INV 950 WATERING	ILLUMILAWN YARD SERVICES	LANDSCAPE SERVICES	180.00	
248-726-845-000	DRAGON ON THE LAKE CHALK ART-WIN	ADILANE VERNAGUS	ARTWORK IN FLINT STREET ALLEY	200.00	
Total For Dept 726 DESIGN				380.00	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-886-002	INV 2584 PARKING MAP GRAPHIC	CANOE CIRCLE GRAPHICS	PARKING MAP	60.00	
248-728-888-000	INV 732363231-01 MERCHANDISE	COMERICA BANK	COMERICA CREDIT CARD	226.13	
248-728-888-000	YARD SIGNS INV 2643	EPRINT SOLUTION LLC	SIGNS	38.00	
248-728-888-000	PRINT MARKETING VIEW INV 361159	VIEW NEWSPAPER GROUP	VILLAGE MARKETING	1,656.00	
Total For Dept 728 ECONOMIC DEVELOPMENT				1,980.13	
Dept 729 PROMOTION					
248-729-880-000	FEDEX 2010165930294723 VOTING SI	COMERICA BANK	COMERICA CREDIT CARD	74.19	
248-729-880-001	INV 1745 LOLIVE MARKETING	20 FRONT STREET CONCEPTS,	GAZEBO SERIES	300.00	
248-729-885-000	INV 121309 (REMAINDER OF SEASON)	TURNER SANITATION	PORT O JOHN	697.50	
Total For Dept 729 PROMOTION				1,071.69	
Dept 730					
248-730-975-003	REPLACE BROKEN/DANGEROUS FENCE	COMERICA BANK	COMERICA CREDIT CARD	478.87	
Total For Dept 730				478.87	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				38,138.70	
Fund 301 DOWNTOWN DEV BOND PROJECT 2023					
Dept 901 905					
301-901-950-000	CREDIT (RETURNED DEPOSIT))	COMERICA BANK	COMERICA CREDIT CARD	489.09	
Total For Dept 901 905				489.09	
Total For Fund 301 DOWNTOWN DEV BOND PROJECT 2023				489.09	
Fund 592 WATER AND SEWER FUND					
Dept 260 GENERAL ACTIVITIES					
592-260-805-000	23	ANDREWS HOOPER PAVLIC PLC	2024-2025 FINANCIAL AUDIT	1,136.00	
Total For Dept 260 GENERAL ACTIVITIES				1,136.00	
Dept 548 SEWER ACTIVITIES					
592-548-831-000	AUGUST	OAKLAND COUNTY DRAIN COMM	SEWAGE DISPOSAL -AUGUST 2024	44,603.70	
Total For Dept 548 SEWER ACTIVITIES				44,603.70	
Dept 556 WATER ACTIVITIES					
592-556-726-000	SUPPLIES	GUNNERS METERS & PARTS,	1PARTS FOR MAIN REPAIRS	581.00	
592-556-801-000	EPA 524.2 TRIHALOMETHANES 8/15/2	PARAGON LABORATORIES	WATER TESTING SERVICES	254.00	
592-556-801-000	EPA 524.2 TRIHALOMETHANES INVOIC	PARAGON LABORATORIES	WATER TESTING SERVICES	287.00	
592-556-931-002	SUPPLIES	GUNNERS METERS & PARTS,	1PARTS FOR MAIN REPAIRS	878.00	
592-556-931-003	SUPPLIES	GUNNERS METERS & PARTS,	1PARTS FOR MAIN REPAIRS	1,690.00	

09/19/2024 02:10 PM  
User: BLOUGHL  
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
EXP CHECK RUN DATES 09/24/2024 - 09/24/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Section 10, Item A.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER AND SEWER FUND					
Dept 556 WATER ACTIVITIES					
			Total For Dept 556 WATER ACTIVITIES	3,690.00	
			Total For Fund 592 WATER AND SEWER FUND	49,429.70	

09/19/2024 02:10 PM  
User: BLOUGHL  
DB: Village Of Lake

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION  
EXP CHECK RUN DATES 09/24/2024 - 09/24/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Section 10, Item A.

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

Fund 101 GENERAL FUND	105,790.68
Fund 202 MAJOR STREET FUND	563.96
Fund 203 LOCAL STREET FUND	153.69
Fund 207 POLICE FUND	12,839.65
Fund 225 DEPT OF PUBLIC	2,395.63
Fund 248 DOWNTOWN DEVELOPMENT	38,138.70
Fund 301 DOWNTOWN DEVELOPMENT	489.09
Fund 592 WATER AND SEWER	49,429.70

Total For All Funds:	<u>209,801.10</u>
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**COUNCIL ACTION SUMMARY SHEET**

**MEETING DATE:** September 23, 2024

**TOPIC** Tour on Orion and Pedal Boat Pub Boat Dock Access Management Agreements

**BACKGROUND BRIEF:**

Riva Campbell, owner of Tour On Orion, LLC, is requesting approval from the village council to use the parking lot and police boat dock at Green's Park for their pedal boat tours business operation. The business would compensate the village for the use of the Green's Park facilities in the amount of \$2.00 per person participating in the pedal boat tours. The tours would run daily from 7:00 AM to 9:30 PM from May 1 through October 31. Village Attorney Kucharek prepared a parking agreement that sets forth the conditions and requirements for the use of the boat dock, and the proposed agreement is attached. For more information on Tour On Orion, please visit their web site at <https://touronorion.com/>.

Marcella and Ken Robinette, owners of Pedal Boat Pub, LLC, are requesting approval from the village council to use the parking lot and police boat dock at Green's Park for their pedal boat tours business operation. The business would compensate the village for the use of the Green's Park facilities in the amount of \$2.00 per person participating in the pedal boat tours. The tours would run daily from 7:00 AM to 9:30 PM from May 1 through October 31. Village Attorney Kucharek prepared a parking agreement that sets forth the conditions and requirements for the use of the boat dock, and the proposed agreement is attached. For more information on Pedal Boat Pub, please visit their web site at <https://www.pedalboatpub.com/>.

Attached is the revenue report year-to-date for 2024 for the information of Council.

**SUMMARY OF PREVIOUS COUNCIL ACTION:**

None

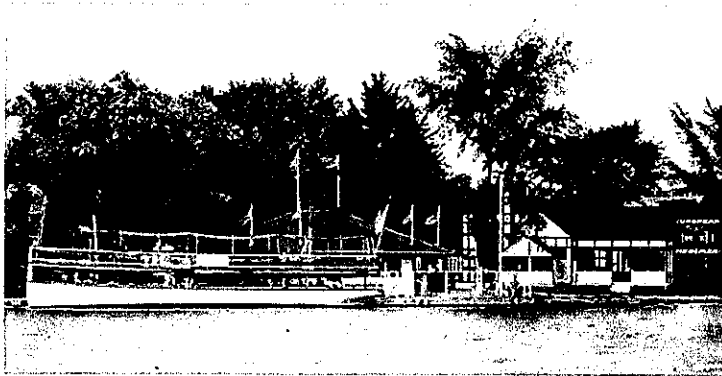
**FINANCIAL IMPACT:**

The Village received \$294.00 from Tour on Orion, LLC, during the to date during the 2024 season. The village received \$4,604 in revenue from Pedal Boat Pub, LLC, to date during the 2024 season. Total revenue to date is \$4,898. The revenue helps to offset General Fund parks and recreation expenditures, which total \$48,730 for FY 2024-25.

**RECOMMENDED MOTION:**

#1 - To approve the 2025 Green's Park Access Management Agreement between the Village of Lake Orion and Tour on Orion, LLC, for the term of May 1, 2025, through October 31, 2025, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.

#2 - To approve the 2025 Green's Park Access Management Agreement between the Village of Lake Orion and Pedal Boat Pub, LLC, for the term of May 1, 2025, through October 31, 2025, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.



**Greens Park 1890**

September 11, 2024

Dear Village of Lake Orion ,

I am requesting the renewal of my contract for *Tour on Orion*, the historical boat tour I have operated for 15 years on Lake Orion. Green's Park has proven to be the ideal location, offering accessible boarding for all guests and a direct connection to the lake's rich history, as scenic tours have been departing from this spot for over a century.

Although this season was not my strongest, I am committed to giving it another shot and continuing to offer this unique experience. I've worked successfully with Parks and Recreation and collaborated effectively with The Pedal Boat to share dock space and advertising.

I look forward to providing this service again, giving residents and visitors a chance to enjoy Lake Orion's beauty and history from the water. I would greatly appreciate your support in renewing my access to Green's Park for the upcoming season.

Thank you for your consideration:

Warm regards,

A handwritten signature in cursive script that reads "Riva Beatty". The signature is written in black ink and is positioned below the "Warm regards," text.

Riva Beatty  
Owner, *Tour on Orion*  
313-338-8787

**GREEN'S PARK ACCESS MANAGEMENT AGREEMENT  
BETWEEN THE VILLAGE OF LAKE ORION AND TOUR ON ORION**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **VILLAGE OF LAKE ORION**, whose address is 21 East Church Street, Lake Orion, MI 48362 (hereinafter referred to as the "Village") and **TOUR ON ORION, L.L.C.** a Michigan Limited Liability Company, whose address is 66 S Park Blvd, Orion Twp., MI 48362 (hereafter referred to as (the "Tour") and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the parties to this Agreement mutually desire to cooperate in the utilization of the Village owned Green's Park and boat dock for the drop off and pick up of passengers, including use of the bathrooms; and,

**WHEREAS**, the Village of Lake Orion would not be liable for pedal boat passengers, staff, equipment or operations; and,

**WHEREAS**, the patrons of the Tour on Orion shall abide by the ordinances regarding no alcohol in the Village Park or in public; and,

**WHEREAS**, the Village has agreed to provide this service at Green's Park, in the Village of Lake Orion to the patrons of the "Tour."

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. DATES/HOURS OF OPERATION.** The Village parking lot at Green's Park is accessible to the Tour from May 1, 2025, to October 31, 2025, between the hours of 7:00 a.m. and 9:30 p.m., Sunday – Saturday. Any different times than the ones listed in this provision shall only be by an additional and separate written agreement with the Village and signed by both parties.

**2. TERM:** This Agreement shall have a term from May 1, 2025, through October 31, 2025. The Village shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice.

**3. COMPENSATION.** The Tour agrees it shall provide compensation for patron access to the Village owned lot at a cost of \$2.00 per person on the Tour boat. Remittance shall be paid on the last day of each month with all payments completed in full by November 30, 2025.

**4. GOOD MORAL CHARACTER.** The Tour shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Tour has submitted proof to the Village that it meets all Village insurance requirements. Insurance, with coverage amounts at no less than the Village's minimum requirements, must be held by the Tour throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of acceptance of the terms of this Agreement.

**6. HOLD HARMLESS:** The Tour will obtain a written hold harmless agreement as provided by the Village from each passenger.

**7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Tour acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Tour recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the Village. Therefore, the Tour agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Tour shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Tour further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**8. INDEPENDENT CONTRACTOR:** The Tour and the Village agree that the Tour is acting as an independent contractor with respect to the Tour's role in providing services to the Village pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Tour nor its employees shall be construed as employees of the Village. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the Village nor the Tour shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Tour shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the Village, or be deemed an employee of the Village for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the Village.

**9. COMPLIANCE WITH LAWS:** The Tour agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the Village, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Tour is subject, the Tour hereby agrees to be bound by all Federal, State, or Village of Lake Orion ordinances, rules, regulations and policies as are amended from time to time, and including without limitation

the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the Village, by and through its Village Manager, to terminate this Agreement, or at the Village's option, the Village may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Tour.

**11. INDEMNIFICATION:** To the fullest extent permitted by law, the Tour and any entity or person for whom the Tour is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Village of Lake Orion, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Tour including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the Village.

**12. STANDARD INSURANCE REQUIREMENTS:**

The Tour shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: The Tour shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: The Tour shall complete and furnish to the Village prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: The Tour shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A)

Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The Village of Lake Orion, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the Tour shall deliver renewal certificates and/or policies to the Village at least (10) days prior to the expiration date.

E. Proof of Insurance Coverage: The Tour shall provide the Village of Lake Orion at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Village of Lake Orion, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) If so requested, Certified Copies of all policies mentioned above will be furnished.

F. Maintaining Insurance: Upon failure of the Tour to obtain or maintain such insurance coverage for the term of the Agreement, the Village of Lake Orion may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the Village of Lake Orion shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**13. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

Village: Village of Lake Orion  
ATTN: Sonja Stout, Clerk/Treasurer  
21 East Church Street  
Lake Orion, MI 48362

The Tour: Tour on Orion  
66 S Park Blvd.  
Orion Twp., MI 48362  
Attn: Riva Beatty

**14. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**15. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**16. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Tour's agreement with the Village of Lake Orion. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the Village and the Tour shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

**17. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the Village, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Tour, the Village shall have the right to terminate this Agreement without further liability to the Tour if the disqualification has not been removed within thirty (30) days after the Village has given the Tour notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**18. FAILURE TO PERFORM.** If the Tour fails to perform its obligations hereunder, the Village may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

**19. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland

County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and the Tour, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

**TOUR ON ORION, L.L.C.**  
A Michigan Limited Liability Company

By: \_\_\_\_\_  
Riva Beatty

Its: \_\_\_\_\_

STATE OF MICHIGAN    )  
  ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared Riva Beatty who acknowledged that with authority on behalf of Tour on Orion, L.L.C. to do so she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**VILLAGE OF LAKE ORION**

By: \_\_\_\_\_  
Darwin D. P. McClary,  
Village Manager

By: \_\_\_\_\_  
Sonja Stout, Clerk/Treasurer

Approved:



Mary M. Kucharek, Village Attorney  
(Approved as to form)

**GREEN'S PARK ACCESS MANAGEMENT AGREEMENT  
BETWEEN THE VILLAGE OF LAKE ORION AND PEDAL BOAT PUB, LLC**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **VILLAGE OF LAKE ORION**, whose address is 21 East Church Street, Lake Orion, MI 48362 (hereinafter referred to as the "Village") and **PEDAL BOAT PUB, L.L.C.**, a Michigan Limited Liability Company, whose address is 495 Shady Oaks St., Lake Orion, MI 48362 (hereafter referred to as (the "Pub") and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the parties to this Agreement mutually desire to cooperate in the utilization of the Village owned Green's Park and boat dock for the drop off and pick up of passengers, including use of the bathrooms; and,

**WHEREAS**, the Village of Lake Orion would not be liable for pedal boat passengers, staff, equipment or operations; and,

**WHEREAS**, the patrons of the Pedal Boat Pub shall abide by the ordinances regarding no alcohol in the Village Park or in public; and,

**WHEREAS**, the Village has agreed to provide this service at Green's Park, in the Village of Lake Orion to the patrons of the "Pub."

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. DATES/HOURS OF OPERATION.** The Village parking lot at Green's Park is accessible to the Pub from May 1, 2025, to October 31, 2025, between the hours of 7:00 a.m. and 9:30 p.m., Sunday – Saturday. Any different times than the ones listed in this provision shall only be by an additional and separate written agreement with the Village and signed by both parties.

**2. TERM:** This Agreement shall have a term from May 1, 2025, through October 31, 2025. The Village shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice.

**3. COMPENSATION.** The Pub agrees it shall provide compensation for patron access to the Village owned lot at a cost of \$2.00 per person on the Pub boat. Remittance shall be paid on the last day of each month with all payments completed in full by November 30, 2025.

**4. GOOD MORAL CHARACTER.** The Pub shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Pub has submitted proof to the Village that it meets all Village insurance requirements. Insurance, with coverage amounts at no less than the Village's minimum requirements, must be held by the Pub throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of acceptance of the terms of this Agreement.

**6. HOLD HARMLESS:** The Pub will obtain a written hold harmless agreement as provided by the Village from each passenger.

**7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Pub acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Pub recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the Village. Therefore, the Pub agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Pub shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Pub further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**8. INDEPENDENT CONTRACTOR:** The Pub and the Village agree that the Pub is acting as an independent contractor with respect to the Pub's role in providing services to the Village pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Pub nor its employees shall be construed as employees of the Village. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the Village nor the Pub shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Pub shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the Village, or be deemed an employee of the Village for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the Village.

**9. COMPLIANCE WITH LAWS:** The Pub agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the Village, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Pub is subject, the Pub hereby agrees to be bound by all Federal, State, or Village of Lake Orion ordinances, rules, regulations and policies as are amended from time to time, and including without limitation

the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the Village, by and through its Village Manager, to terminate this Agreement, or at the Village's option, the Village may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Pub.

**11. INDEMNIFICATION:** To the fullest extent permitted by law, the Pub and any entity or person for whom the Pub is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Village of Lake Orion, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Pub including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the Village.

**12. STANDARD INSURANCE REQUIREMENTS:**

The Pub shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: The Pub shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: The Pub shall complete and furnish to the Village prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: The Pub shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A)

Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: The Village of Lake Orion, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, the Pub shall deliver renewal certificates and/or policies to the Village at least (10) days prior to the expiration date.

E. Proof of Insurance Coverage: The Pub shall provide the Village of Lake Orion at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Village of Lake Orion, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) If so requested, Certified Copies of all policies mentioned above will be furnished.

F. Maintaining Insurance: Upon failure of the Pub to obtain or maintain such insurance coverage for the term of the Agreement, the Village of Lake Orion may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the Village of Lake Orion shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**13. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

Village: Village of Lake Orion  
ATTN: Sonja Stout, Clerk/Treasurer  
21 East Church Street  
Lake Orion, MI 48362

The Pub: Pedal Boat Pub, LLC  
495 Shady Oaks St.  
Lake Orion, MI 48362  
Attn: Marcella Robinette

**14. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**15. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**16. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Pub's agreement with the Village of Lake Orion. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the Village and the Pub shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

**17. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the Village, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Pub, the Village shall have the right to terminate this Agreement without further liability to the Pub if the disqualification has not been removed within thirty (30) days after the Village has given the Pub notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**18. FAILURE TO PERFORM.** If the Pub fails to perform its obligations hereunder, the Village may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

**19. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award

of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and the Pub, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

**PEDAL BOAT PUB, LLC,**  
A Michigan Limited Liability Company

By: \_\_\_\_\_  
Marcella Robinette

Its: \_\_\_\_\_

STATE OF MICHIGAN    )  
  ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared Marcella Robinette who acknowledged that with authority on behalf of Pedal Boat Pub, LLC to do so she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**VILLAGE OF LAKE ORION**

By: \_\_\_\_\_  
Darwin D. P. McClary,  
Village Manager

By: \_\_\_\_\_  
Sonja Stout, Clerk/Treasurer

Approved:



Mary M. Kucharek, Village Attorney  
(Approved as to form)

09/19/2024                      RECEIPT ITEMS REPORT FOR VILLAGE OF LAKE ORION  
 Post Date from 05/01/2023 - 09/19/2023    Open And Completed Receipts  
 Receipts Items: GP PASS,PARKPASS,PEDAL BT,TOURS

Receipt # Date	Description Received Of	Reference	Amount
<hr/>			
GP PASS	GREEN PARK DAY PASS		
39797 06/12/2023	5/6 -6/7 150 PASSENGERS PEDALBOAT PUBLLC	150 @ \$2.00 GREEN PARK DAY PA	300.00
39812 06/14/2023	PEDALBOAT BOAT PUB LLC PEDALBOAT PUB LLC	6/9/2023 103 @ \$2.00 GREEN PARK DAY PA	206.00
39847 06/21/2023	6/15-6/20 66 PASSENGERS PEDALBOAT PUB LLC	66 @ \$2.00 GREEN PARK DAY PAS	132.00
39899 07/05/2023	6/2-6/25 137 PASSENGERS PEDALBOAT PUB LLC	137 @ \$2.00 GREEN PARK DAY PA	274.00
39900 07/05/2023	6/26-7/4 177 PASSENGERS PEDALBOAT PUB LLC	177 @ \$2.00 GREEN PARK DAY PA	354.00
39925 07/10/2023	7/5-7/9 131 PASSENGERS PEDALBOAT PUB LLC	131 @ \$2.00 GREEN PARK DAY PA	262.00
39937 07/13/2023	6/9-7/12 64 PASSENGERS TOUR ON ORION LLC	64 @ \$2.00 GREEN PARK DAY PAS	128.00
39972 07/17/2023	7/12-7/16 182 PASSENGERS PEDALBOAT PUB	182 @ \$2.00 GREEN PARK DAY PA	364.00
40213 07/24/2023	170 PASSENGERS 7/18-7/23 PEDALBOAT PUB LLC	170 @ \$2.00 GREEN PARK DAY PA	340.00
40425 08/01/2023	143 PASSENGERS 7/24-7/30 PEDALBOAT PUB LLC	143 @ \$2.00 GREEN PARK DAY PA	286.00
40576 08/07/2023	179 PASSENGERS 7/31-8/16 PEDALBOAT PUB LLC	179 @ \$2.00 GREEN PARK DAY PA	358.00
40720	8/7-8/13/2023 249 PASSENGERS	249 @ \$2.00 GREEN PARK DAY PA	498.00

08/14/2023	PEDALBOAT PUB			
40976	8/1-8/20	193 @ \$2.00 GREEN PARK DAY PA		386.00
08/22/2023	PEDALBOAT PUB			
41001	8/21-8/27	161 @ \$2.00 GREEN PARK DAY PA		322.00
08/28/2023	PEDALBOAT PUB LLC			
41038	8/28-9/4 106 PASSENGERS	106 @ \$2.00 GREEN PARK DAY PA		212.00
09/05/2023	PEDALBOAT PUB LLC			
41052	9/5/-9/10 106 PASSENGERS	106 @ \$2.00 GREEN PARK DAY PA		212.00
09/11/2023	PEDALBOAT PUBLLC			
41055	PARK FEES8/12-9/9	83 @ \$2.00 GREEN PARK DAY PAS		166.00
09/12/2023	TOUR ON ORION LLC			
41069	49 PASSENGERS 9/11-9/16	49 @ \$2.00 GREEN PARK DAY PAS		98.00
09/18/2023	PEDALBOAT PUB LLC			
				4,898.00
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