



AGENDA

REGULAR MEETING OF THE LAKE ORION VILLAGE COUNCIL

Monday, December 11, 2023

7:30 PM

Lake Orion Village Hall Council Chambers

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 7:30 PM

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

4. Presentations

1. School Millage Proposals - Lake Orion Community Schools Superintendent Ben Kirby

5. Call to the Public

6. Consent Agenda

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



VILLAGE COUNCIL MEETING AGENDA

1. Approval to Excuse Council Member Moshier's Absence at November 20, 2023, Special Meeting
2. Receive and File Correspondence Linwood Orion LLC, Requesting Sewer Bill Reduction
3. SEMCOG Annual Membership Renewal 2023-2024
4. St Patrick's Day Celebration RESOLUTION 2024-006
5. Budget Amendment Request
6. Adopt Resolution Setting 2024 Village Council Meeting Schedule
7. Village Office Closed December 27, 2023
8. Approval of Village Council Regular Meeting Minutes-November 27, 2023
9. Approval of Village Council Special Meeting Minutes-November 22, 2023
10. Approval of Village Council Special Meeting Minutes- December 3, 2023
11. Receive and File November 2023 Police Activity Report
12. Director's Report
13. DDA Board Regular Meeting Minutes -October 17, 2023

7. 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.

8. Public Hearings

9. Agenda Items for Consideration

A. Financial Matters

1. Invoice Approval -December 11, 2023
2. Invoice Approval -Necessary Invoices to be Paid on December 20, 2023

B. Other Items

1. PUD Agreement - West Village PUD at 55 W. Elizabeth
2. Use of Unimproved Public Property Agreement - Starboard Development Project
3. Appointment to Chief of Police Position and Employment Agreement
4. Approval of Clerk-Treasurer and Deputy Clerk-Treasurer Job Descriptions
5. Appointment to Clerk/Treasurer Position and Employment Agreement

10. Call to the Public



VILLAGE COUNCIL MEETING AGENDA

- 11. Council Comments**
- 12. Village Manager Comments**
- 13. Closed Session Items**
- 14. Reconvene to Open Session**
- 15. Business From Closed Session**
- 16. Adjournment**
- 17. Action Items**
- 18. Action Items**

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.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: School Millage Proposals - Lake Orion Community Schools Superintendent Ben Kirby

BACKGROUND BRIEF:

Village Council is scheduled to receive a presentation from Lake Orion Community Schools Superintendent Ben Kirby regarding the LOCS's two millage proposals that will appear on the primary ballot in February 2024. The schools are seeking a 10-year non-homestead replacement millage and a 10-year sinking fund replacement millage.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

None

ATTACHMENTS:

Lake Orion Community Schools Millage Presentation Slides



Lake Orion
Community Schools

Non-Homestead and Sinking Fund Replacement Proposals 2024

What is on the ballot?

Two proposals

- A 10-year, non-homestead replacement millage proposal
- A 10-year, sinking fund replacement millage proposal

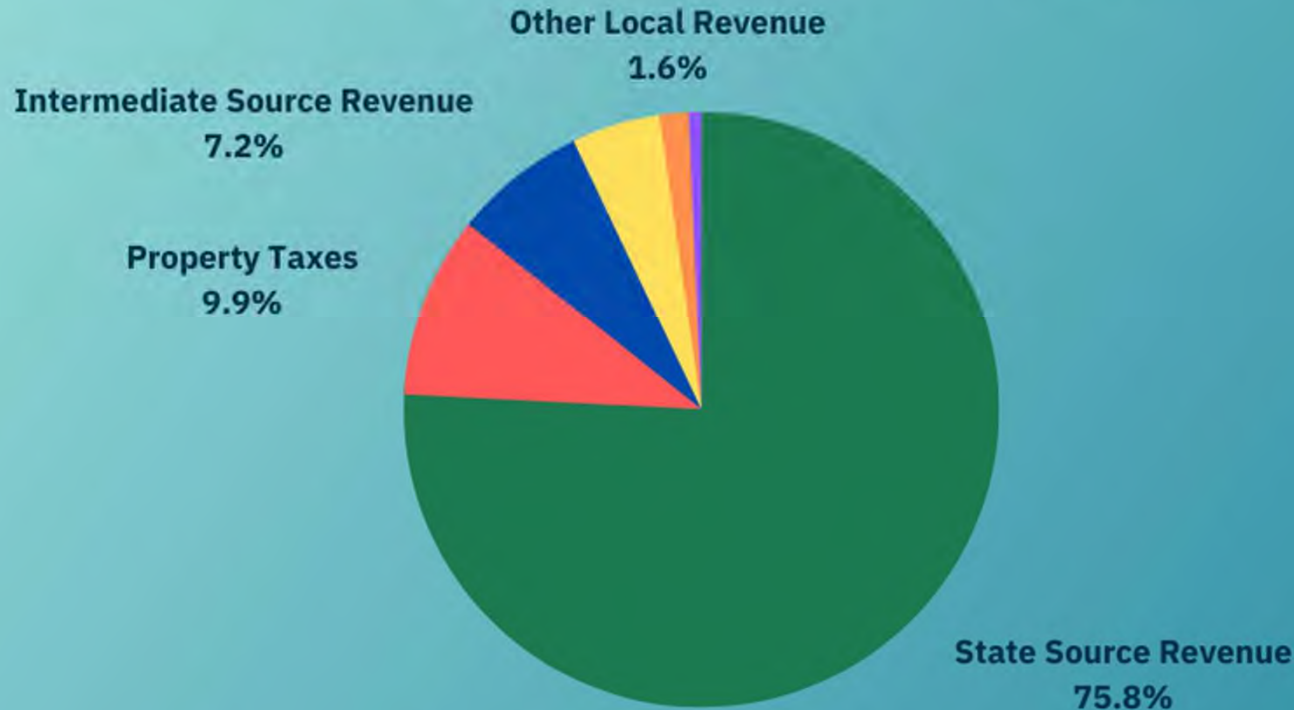
Tax levies will remain at current rate

General Fund Revenue



2024 Fiscal Year

- State Source Revenue**
State aid portion of the FA, restricted and unrestricted grants
- Property Taxes**
Applies to businesses, second homes, vacant land, and rental property
- Intermediate Source Revenue**
Payments from other public schools, ISDs, other governmental units
- Federal Source Revenue**
Restricted and unrestricted grants in aid
- Other Local Revenue**
Earnings on investments, tuition, rentals, fees
- Other Financing Sources**
Incoming transfers from other funds within same district



4.1.a
* Found allowance is revenue for stu at instruction and curriculum programming. Foundation allowance is not intended for repairing, updating/upgr constructing, remodeling scl buildings.

* Local revenue (property tax: non-homestead taxes, etc.) all Michigan scho districts to ma minor facility improvements emergency rep Funding for significant fac improvements construction requires voter approval of a sinking fund o bond proposal

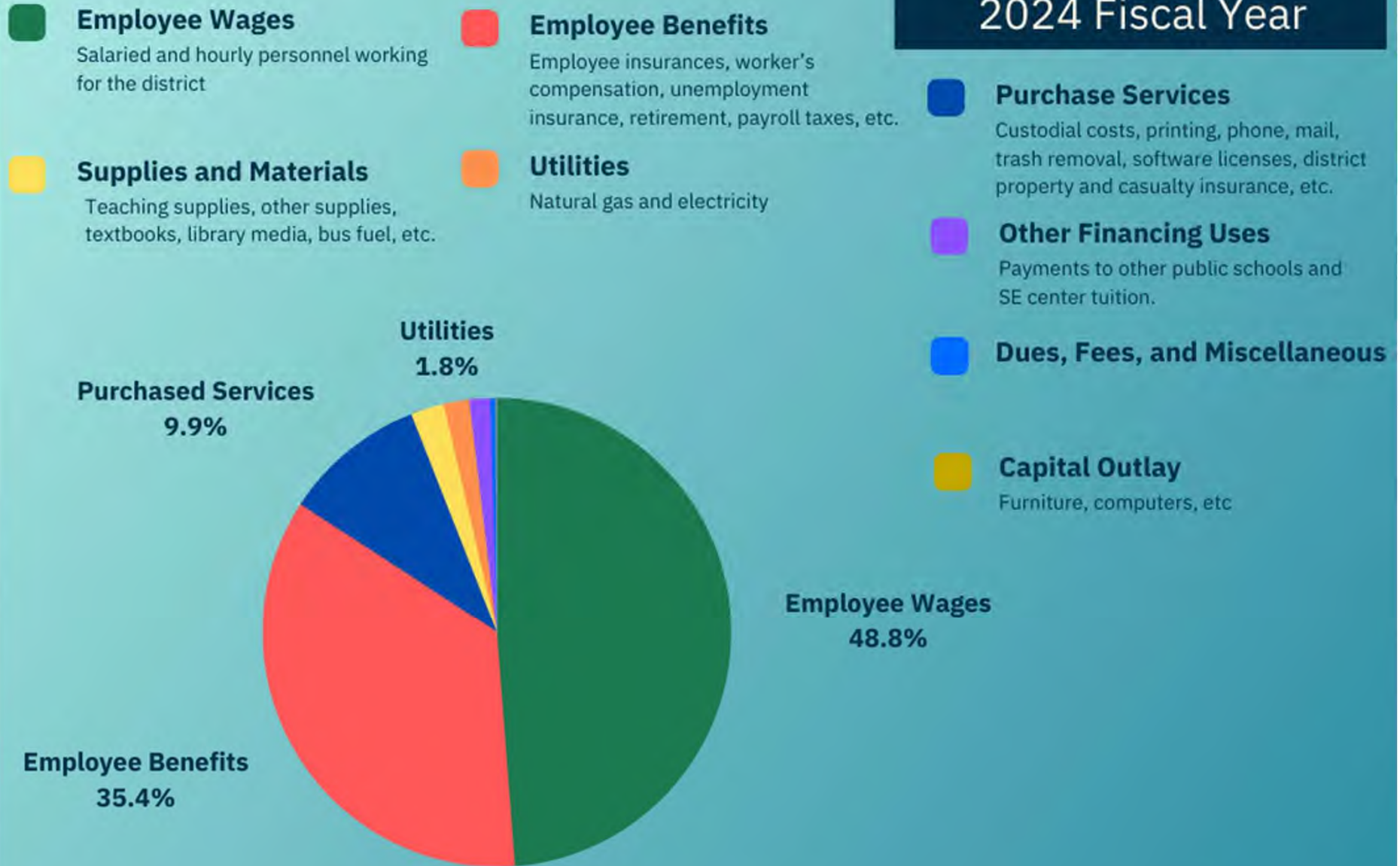
Attachment: Lake Orion Community Schools Millage Presentation Slides (6391 : School Millage

Non-Homestead and Sinking Fund Replacement Proposals

General Fund Expenditures



2024 Fiscal Year



What is a non-homestead millage?

- Supports the school district's general operating budget
- Covers everything necessary to provide educational programs and services in LOCS
- Makes up 10.4% of the school district's operating budget

What type of properties are subject to the non-homestead millage ?

Businesses

Second homes

Rental property

Vacant land



It is not levied on primary residences



Each Michigan school district is required to levy 18 mills on non-homestead properties to receive its full foundation allowance.

Why does the ballot language ask for approval of 21 mills?

- The 18-mill non-homestead levy is subject to rollbacks per the Headlee Amendment to the Michigan Constitution.
- While school districts cannot levy more than 18 mills on non-homestead property, LOCS is requesting approval of a 21-mill non-homestead levy to protect against future rollbacks when they occur.

What is a sinking fund?

- A sinking fund is a pay-as-you-go method of funding upgrades and repairs to schools and school facilities.
- Sinking funds cannot be used for operating expenses, salaries, employee benefits, or routine building maintenance.



What type of properties are subject to the sinking fund millage ?

Businesses



Second homes



Rental property



Vacant land



Primary residences

How can sinking fund revenue be used?



Purchase of school property sites



Construction or repair of school buildings



School security improvements



Purchase and support of student transportation vehicles



Acquisition or upgrading of technology

What will happen if the proposals are not approved by voters?

- If residents do not approve the non-homestead replacement millage, LOCS will not receive its full foundation allowance, which provides revenue for student instruction and curriculum programming. (A reduction of \$10,607,000 during the 2024 calendar year.)
- If residents do not approve the sinking fund replacement millage, facility repairs and updates will have to be postponed or, if necessary, paid for through the school district's operational budget. (A reduction of \$4,997,250 during the 2024 calendar year.)

LOCS Innovation



Non-Homestead and
Sinking Fund Replacement Proposals

LOCS Innovation



LOCS Innovation



GOALS FOCUS AREAS

- Academics & Programs
- Communication and Community Engagement
- Operations
- Learning Environment and Culture
- Personnel and Leadership



You have three ways to vote in this election.

- By absentee ballot
Absentee ballots can be cast through Election Day.
Call your local clerk to request an absentee ballot application or visit www.michigan.gov/vote.
- At the polls on Election Day from 7 a.m. - 8 p.m.
- Vote early during the nine-day early voting period



For more information about the ballot proposals...

- Go to LakeOrionSchools.org/SchoolElectionInformation
- Contact Superintendent of Schools Ben Kirby at 248-693-5400 or email him at Ben.Kirby@lok12.org

Share your thoughts about the
ballot proposals!

Scan the QR code below or go to
www.research.net/r/LakeOrionmillageproposals to
complete a brief survey.





COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Approval to Excuse Council Member Moshier's Absence at November 20, 2023, Special Meeting

BACKGROUND BRIEF:

Council Member Moshier is requesting that Village Council excuse her absence from the November 20, 2023, special council meeting. She did make the request prior to the special meeting, but the request was not viewed until after the meeting.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To excuse Council Member Nancy Moshier's absence at the November 20, 2023, special meeting of the Village Council.

ATTACHMENTS:

Request to Excuse Council Member Moshier Absence at November 20 Special Council Meeting

Darwin McClary

From: n moshier
Sent: Monday, November 20, 2023 5:10 PM
To: Darwin McClary
Cc: Susan Galeczka

I am sorry for the late notice however I will not be able to come to the meeting tonight. Please excuse my absence.

Thank you,
Nancy Moshier

Attachment: Request to Excuse Council Member Moshier Absence at November 20 Special Council Meeting (6437 : Approval to Excuse Council



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Receive and File Correspondence Linwood Orion LLC, Requesting Sewer Bill Reduction

BACKGROUND BRIEF:

The village received a correspondence from Linwood Orion LLC on November 29, 2023 requesting late fees on the account be waived as a one time courtesy. The correspondence states that they don't recall the exact circumstance behind the initial late payment. Late fees have been waived on the account 016-2140 twice; November 18, 2021 in the amount of \$357.90 and on May 24, 2022 in the amount of \$265.06. Late fees have been waived with the previous manager once each year and the account continues to be paid after penalties are put on consecutively each quarter after the last reduction was made on the account in May 2022.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Linwood Orion LLC current penalties are \$435.58.

RECOMMENDED MOTION:

To receive and file the correspondence from LinWood Orion LLC.

ATTACHMENTS:

Linwood Orion LLC 11.29.23 ; Acct # 016-2140

utility bill waiver request

November 29, 2023

LINWOOD ORION LLC
6632 Telegraph Rd. Suite #260
Bloomfield Hills, MI 48301

RE: ACCOUNT # 016-2140_ WATER BILL

To Whom It May Concern:

I kindly request that the late fees on the subject account be waived as a one-time courtesy.

I honestly do not recall the exact circumstances behind the initial late payment. Likely just an oversight by me. For context – I manage this commercial property on behalf of my family. Expenses at the property (especially the utilities and the taxes) are extraordinarily high given the limited rentable square footage/ space.

We do not use an exorbitant amount of water at this property yet the base commercial rates are very high. I greatly appreciate your consideration of a one time courtesy. I simply made a mistake, and it will not happen again.

If you have any questions do not hesitate to contact me.



-Ari Kurzmann
Linwood Orion LLC
248-762-8013
ari@linwood1926.com

History Detail Report

Thursday, November 30, 2023

6.2.b

1/

Location ID: S BR-000214-0000-02

Account #: 016-2140

Service Address: 214 S BROADWAY

Customer Name: LINWOOD ORION LLC

Posted	Created	Action Read	Item - or - User Usage	Amount Other Info	Balance
11/29/23	11/29/23 9:40	Penalty		\$39.60	\$435.5
11/16/23	11/16/23 13:21	Payment Posted	R23-044615	\$4102.76	\$395.9
10/05/23	10/05/23 11:53	Bill Calculated	07/01/23-09/30/23	\$4102.76	\$4498.7
10/02/23	10/04/23 9:17	Meter Read 19400	Water2 600	Auto	\$395.9
10/02/23	10/04/23 9:17	Meter Read 507400	Water 11800	Auto	\$395.9
08/23/23	08/23/23 9:50	Penalty		\$36.00	\$395.9
08/16/23	08/16/23 11:55	Payment Posted	R23-043215	\$3224.19	\$359.9
07/10/23	07/10/23 14:12	Bill Calculated	04/01/23-06/30/23	\$3224.19	\$3584.1
06/30/23	07/05/23 9:03	Meter Read 18800	Water2 600	Auto	\$359.9
06/30/23	07/05/23 9:03	Meter Read 495600	Water 11400	Auto	\$359.9
06/07/23	06/07/23 12:35	Payment Posted	R23-042028	\$3599.67	\$359.9
05/18/23	05/18/23 14:14	Penalty		\$359.98	\$3959.6
04/12/23	04/12/23 13:33	Bill Calculated	01/01/23-03/31/23	\$3599.67	\$3599.6
03/31/23	04/05/23 8:44	Meter Read 18200	Water2 500	Auto	\$0.0
03/31/23	04/05/23 8:44	Meter Read 484200	Water 15100	Auto	\$0.0
03/23/23	03/23/23 13:25	Payment Posted	R23-040656	\$3681.32	\$0.0
03/01/23	03/01/23 10:11	Penalty		\$305.75	\$3681.3
01/11/23	01/11/23 13:40	Bill Calculated	10/01/22-12/31/22	\$3057.31	\$3375.5
01/03/23	01/03/23 13:35	Payment Posted	R23-039252	\$3182.47	\$318.2
12/29/22	01/04/23 9:28	Meter Read 17700	Water2 500	Auto	\$3500.7
12/29/22	01/04/23 9:28	Meter Read 469100	Water 9900	Auto	\$3500.7
11/30/22	11/30/22 9:16	Penalty		\$318.26	\$3500.7
10/12/22	10/12/22 12:32	Bill Calculated	07/01/22-09/30/22	\$3182.47	\$3182.4
10/03/22	10/05/22 9:26	Meter Read 17200	Water2 600	Auto	\$0.0
10/03/22	10/05/22 9:26	Meter Read 459200	Water 11000	Auto	\$0.0
07/25/22	07/25/22 13:31	Payment Posted	R22-036834	\$3109.46	\$0.00

Attachment: utility bill waiver request (6454 : Approve Request from Linwood Orion LLC Waiver of Utility Bill Penalties)

07/12/22	07/12/22 11:36	Bill Calculated	04/01/22-06/30/22	\$3109.46	\$3109.46
07/01/22	07/01/22 12:21	Meter Read 16600	Water2 600	Auto	\$0.0
07/01/22	07/01/22 12:21	Meter Read 448200	Water 10300	Auto	\$0.0
05/24/22	05/24/22 10:10	Penalty Reversal	WAIVED PER KJY	-\$265.06 Reversal	\$0.0
05/19/22	05/19/22 15:19	Payment Posted	R22-036312	\$2650.54	\$265.0
05/18/22	05/18/22 10:17	Penalty		\$265.06	\$2915.6
04/01/22	04/01/22 13:36	Bill Calculated	01/01/22-03/31/22	\$2650.54	\$2650.5
03/31/22	03/31/22 9:46	Meter Read 16000	Water2 400	Auto	\$0.0
03/31/22	03/31/22 9:46	Meter Read 437900	Water 6100	Auto	\$0.0
02/28/22	02/28/22 13:03	Payment Posted	R22-034909	\$2754.84	\$0.0
01/07/22	01/07/22 10:04	Bill Calculated	10/01/21-12/31/21	\$2754.84	\$2754.8
01/03/22	01/05/22 8:52	Meter Read 15600	Water2 200	Auto	\$0.0
01/03/22	01/05/22 8:52	Meter Read 431800	Water 7300	Auto	\$0.0
11/22/21	11/22/21 13:55	Payment Posted	R21-033421	\$3578.81	\$0.0
11/18/21	11/22/21 13:55	Penalty Reversal	UB BILL WENT TO SPAM	-\$357.90 Reversal	\$3578.8
11/18/21	11/18/21 9:40	Penalty		\$357.90	\$3936.7

Total Usage: 86,900.00

Attachment: utility bill waiver request (6454 : Approve Request from Linwood Orion LLC Waiver of Utility Bill Penalties)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: SEMCOG Annual Membership Renewal 2023-2024

BACKGROUND BRIEF: The Village has received its annual membership renewal from the Southeast Michigan Council of Governments (SEMCOG). SEMCOG partners with its members on transportation, environment, economic development and housing initiatives. The cost of the renewal is as \$852.00.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT: There is money budgeted in 101-260-956-000 - Dues and Miscellaneous

RECOMMENDED MOTION: To approve the 2023-24 Village of Lake Orion membership in the Southeast Michigan Council of Governments (SEMCOG) in the amount of \$807.00 for the period of December 15, 2023, through December 15, 2024

ATTACHMENTS:

SEMCOG email

LakeOrionVillageof2023

From: Osborne, Rebecca <osborne@semcog.org>
Sent: Thursday, December 7, 2023 10:15 AM
To: Susan Galeczka
Subject: SEMCOG Membership Renewal
Attachments: LakeOrionVillageof2023.pdf

If there are any changes in billing contact, please reply to this email and let us know

Dear Ms. Galeczka,

I am very proud to be SEMCOG's Executive Director, and I look forward to continuing the important work we do in collaboration with you. In turn, I hope you are proud to belong to an organization that works every day to find locally relevant solutions to our regional challenges. Thank you for your participation in our 2022 member survey. The positive results affirm that we are continuing to delivering high-quality services throughout Southeast Michigan. We look forward to providing locally relevant and regionally impactful grant opportunities and our next chance to meet face to face. Reach out if you would like to see SEMCOG at your next board or council meeting in 2023. I hope you will continue your investment in our collective future by renewing membership. Remember to read *Regional Update*, and connect with us on social media for the latest SEMCOG data and information.

To learn more about SEMCOG Membership, please visit our [member services web page](#). Contact Amy Malmer at 313-324-3308 or by email at malmer@semcog.org.

It is an honor to serve your organization!

Best Regards,



Amy O'Leary
Executive Director

Rebecca Osborne
Specialist II, Membership
313.338.4701 | osborne@semcog.org
Subscribe to SEMCOG's [Region I Update](#)

1001 Woodward Avenue, Suite 1400
Detroit, MI 48226
Main: 313 961 4266
Visit: www.semco.org

Attachment: SEMCOG email (6459 : SEMCOG Annual Membership)



Southeast Michigan Council of Governments
 1001 Woodward Ave
 Suite 1400
 Detroit, MI 48226
 Phone: 313-961-4266

INVOICE

Billed To:
 Village Of Lake Orion
 Susan Galeczka
 21 E Church St
 Lake Orion, MI 48362-3212

DATE: 12/1/2023
 INVOICE #: INV01952
 DUE DATE: Upon Receipt
 TOTAL DUE: 852.00

CUSTOMER ACCOUNT # : 1066

ITEM DESCRIPTION	AMOUNT
2023 Annual Membership Dues	852.00
TOTAL THIS INVOICE	852.00

If you will be paying electronically, please contact us at accountspayable@semcog.org for our banking information.

Attachment: LakeOrionVillageof2023 (6459 : SEMCOG Annual Membership)

REMIT TO:

Southeast Michigan Council of Governments
 1001 Woodward Ave, Suite 1400
 Detroit, MI 48226

A copy of this invoice should accompany your check. Thank you!



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: St Patrick's Day Celebration RESOLUTION 2024-006

BACKGROUND BRIEF: Attached is an application submitted by The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar for a fund raiser, "ST. Patrick's Day Celebration" A tent covering the lot at Shadbolt and N. Anderson. 5:00 PM - Midnight on Saturday, March 16, 2024 and Noon- 9:00 PM on Sunday March 17, 2024. Setup tent on Friday, March 15,2024 after 12:00 PM. Breakdown tent, etc on Monday, March 18, 2024. The tent will cover the parking lot at Shadbolt and N Anderson at the lot behind The 313 Pizza Bar, located 37 E. Flint Street.

The person who handles this for the Village is out of the office. We are waiting for the Fire Department Review, Police Department Review, and DPW Review. They may be in her email. If Council desires, the approval can be made conditioned on them meeting all the Fire Department, Police Department and DPW requirements, submitting their insurance paperwork and copy of the Liquor Permit.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT:

RECOMMENDED MOTION: To adopted Resolutions 2024-006 , recommending approval of a special event Permit Application for The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar, dated 11/21/2023 for the St Patrick's Day Celebration to be held on March 16, 2024 5:00 PM - Midnight and March 17, 2024 Noon - 9 PM for a St. Patrick's Day Celebration and approving the Lease Agreement between the Village of Lake Orion and The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar, for the St Patrick's Day Celebration authorizing the Council President and Village Clerk to execute the agreement on behalf of the Village. This approval is contingent upon the

applicant meeting all requirements of the Police Department and Department of Public works.

Orion Township Fire Department, Jeff Williams, Fire Marshal Does not approve this event for the following reasons:

The Orion Township Fire Department has completed its review of the application for the St. Patrick's Day Celebration for the limited purpose of compliance with Village of Lake Orion's Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation: The Fire department did not approve this event.

Comments:

Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles, or internal combustion engines.

For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.

An unobstructed fire break passageway or fire road no less than 12 feet wide and free from guy ropes or other obstructions shall be maintained on all sides of all assembly tents.

Combustible refuse shall be kept in noncombustible containers with tight fitting or self-closing lids. Combustible refuse shall be removed from the event site at regular intervals to prevent an unsafe accumulation within the event site.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004
The applicant must meet all the requirements of the Fire Marshall.

Jeff Williams, Fire Marshal

ATTACHMENTS:

ST PATRICK'S DAY CELEBRATION APPLICATION 2024

ST PATRICK'S DAY CELEBRATION ROW PERMIT 2024

ST PATRICK'S DAY CELEBRATION HOLD HARMLESS 2024

ST PATRICK'S REQUEST EQUIP 2024

ST PATRICK'S DAY CELEBRATION LIABILITY INS. 2024

ST PATRICK'S DAY CELEBRATION LIQUOR INSURANCE 2024

Liquor License

Map

ST PATRICK'S DAY CELEBRATION FIRE DEPT 2024

2024-006 St Patrick's Day Celebration



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874

www.lakeorion.org

*Received
11-21-23*

EVENT PERMIT APPLICATION

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

Date of Application: 11/21/23	Date Application Fee Paid:
-------------------------------	----------------------------

Sponsoring Organization's Legal Name:	
Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar	
Phone	248-709-1755
Fax	
Email	d.ciora@mac.com
Website	
Sponsoring Organization's Agent Name:	
Drew Ciora	
Phone	248-709-1755
Fax	
Email	d.ciora@mac.com
Website	
Event Name:	
St Patrick's Day Celebration	
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)	
Setup a tent to celebrate St. Patrick's Day on Saturday night and all day Sunday. There will be live music, food and beer and wine.	
Date/Hours of Event:	
5pm - Midnight on Saturday 3/16 Noon - 9pm on Sunday 3/17	
Date/Hours of Set-up and Tear Down:	
Setup tent on Friday 3/15 after 12pm. Breakdown tent, etc on Monday 3/18.	
Event Location and Boundaries	See attached drawing.

11-21-23 \$100.- Receipt 42139



Event Location and Boundaries

See attached drawing.

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.

Tent covering the lot at Shadbolt
and N. Anderson.
5pm - Midnight on Saturday 3/16
Noon - 9pm on Sunday 3/17
Setup tent on Friday 3/15 after
12pm. Breakdown tent, etc on
Monday 3/18.

Coordinating with Another Event:

YES

☒ NO

If Yes, Event Name

Event Name/Details:

Event Information

Type of Event (See definitions attached to information page)

☐ Village Operated ☐ DDA ☒ Individual ☐ Co-Sponsored ☐ Group

Indicate Status

☐ Non-Profit* ☐ Not-for-Profit ☒ For-Profit

Plan to work with Lions Club for
volunteers and a donation back to
them.

***If the event is sponsored by a Non-Profit please provide proof of non-profit status.**



Village of Lake Orion
Special Events Permit
Page 3 of 6

<p>Annual Event: Is this event expected to occur next year? (X) 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. St. Patrick's Day again.</p>	
<p>Is this event a Fund raiser? () Yes (X) No If YES, indicate beneficiary information:</p>	
<p>Is this the first time the event is being held in the Village of Lake Orion? (X) Yes () 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 500-1000</p>	
<p>What parking arrangements will be necessary to accommodate attendance? Describe: No. Similar to Dragon on the Lake Tent.</p>	
<p>NOTE: For events over 100 people, you must submit a parking plan.</p>	
<p>How will trash be handled? Describe: Existing dumpster.</p>	



Village of Lake Orion
Special Events Permit
Page 4 of 6

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:

There will be live music Sat and Sunday. One band on Saturday night and 2-3 on Sunday. Traditional Irish to rock and roll.

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

Please see drawing.

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

Please see drawing.

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

Beer and Wine.

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

Lockhart's BBQ #2 LLC, dba 313 Pizza Bar

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:

Food from the restaurant will be sold. Very limited menu. Sandwiches, etc.

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:



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

Electrical Connections: ☒ Yes ☐ No

If yes, describe:

Will need power for lights and amplified music. How much is being determined.

Water: ☐ Yes ☒ No

If yes, describe:

Whatever is needed will be sourced from the restaurant.

Barricades and/or Traffic cones: ☐ Yes ☒ No

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

Do you have need of emergency fire equipment, such as ambulance? ☐ Yes ☒ No

If yes, describe:

Other Village services: ☐ Yes ☒ No

If yes, describe:

EVENT SIGNS

Will this event include the use of signs? ☐ 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.

11/21/23

Date


Signature of Sponsoring Organization's Agent

Drew Ciora

Print Name



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362

Tel 248.693.8391

Fax 248.693.5874

www.lakeorion.org

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

APPLICANT INFORMATION

Applicant Name: Drew Ciora Business Name: The 313 Pizza Bar
Applicant Phone #: 248-709-1755 Address: 37 E Flint St.
Applicant E-Mail: d.ciora@mac.com, 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: Tent for St. Patrick's Day Event

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) Parking Lot on Corner of Shadbolt & N. Anderson
Temporary Use of Right-of-Way Begins - Day: 3-24-24 Time: 3 pm
Temporary Use of Right-of-Way Ends - Day: 3-18-24 Time: NOON

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 checked="" type="checkbox"/> Anticipated Attendance	<input type="checkbox"/> Sketch of Project Area
<input checked="" type="checkbox"/> Event Map	<input type="checkbox"/> Hold Harmless Agreement
<input checked="" 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)	Additional Items for Excavation / Construction on Public Property
<input type="checkbox"/> Parking Plan	<input type="checkbox"/> Application Fee
<input type="checkbox"/> Sign Application (if applicable)	<input type="checkbox"/> Insurance Certificate
<input checked="" 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: _____

11-17-23

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

APPROVAL / COMMENTS BY

Police Chief: _____

Date: _____

11-25-23

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.

Fire Chief: _____

Date: _____

DPW Director: _____

Date: _____

11-27-23

Village Council: _____

Date: _____

OR

Village Manager: _____

Date: _____

Conditions of Approval: _____



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

HOLD HARMLESS AGREEMENT

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

St. Patrick's Day	March 15-15, 2024 5pm - Midnight
Activity/Event	Dates and Time
Located in the lot behind the 313 Pizza Bar on the corner of Shadbolt and Anderson	
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.

Drew Ciora
Applicant/Property Owner/Contractor Signature**

Drew Ciora
Applicant/Property Owner/Contractor Printed Name

11/17/23
Date

Dawn Rix
Witness One Signature ***

Dawn Rix
Witness One Printed Name

Michelle Ciora
Witness Two Signature ***

Michelle Ciora
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.



Village of Lake Orion

21 E. Church Street
Lake Orion, Michigan 48362
Tel 248.693.8391
Fax 248.693.5874
www.lakeorion.org

REQUEST TO USE OF VILLAGE EQUIPMENT

APPLICANT INFORMATION

Applicant Name: _____ Business Name: _____

Address: _____ City, State, Zip: _____

Applicant Phone #: _____ Applicant E-Mail: _____

EVENT / PROJECT DESCRIPTION

Describe Use/Project Activity: To close down the lot at Anderson and Shadbolt. Need barricades.

Use of Equipment Begins – Day: _____ Time: _____

Use of Equipment Ends – Day: _____ Time: _____

EQUIPMENT TO BE USED Please describe in detail below

____ Barricades ____ Temporary closure signage ____ Trash cans ____ Other

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: *Sidra / iora* Date: _____

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

Issued:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

Returned:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

Attachment: ST PATRICK'S REQUEST EQUIP 2024 (6431 : St Patrick's Day Celebration 2024)

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diebold Insurance Agency 817 W Houghton Ave PO Box 188 West Branch MI 48661	CONTACT NAME: Paula Trimble-Radloff PHONE: (989) 345-0200 FAX: (989) 345-0232 EMAIL: paula@dieboldinsurance.com ADDRESS: paula@dieboldinsurance.com														
INSURED Lockhart's BBQ #2, LLC 210 East Third St Ste 101 Royal Oak MI 48067	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Property Owners</td> <td>32905</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C: Michigan Restaurant & Lodging Fund</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Property Owners	32905	INSURER B: Auto-Owners Insurance	18988	INSURER C: Michigan Restaurant & Lodging Fund		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			33952334	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			33952334	08/31/2023	08/31/2024	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							HIRED AND NON- \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5395233400	08/31/2023	08/31/2024	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LOCKH1R	01/01/2023	01/01/2024	AGGREGATE \$ 2,000,000
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates - March 15-16, 2024

Village of Lake Orion is added as additional insured with respects to the general liability.

CERTIFICATE HOLDER

CANCELLATION

Village of Lake Orion 21 E Church St Lake Orion MI 48362	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Don Elliott</i></p>
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

6.4.f

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Diebold Insurance Agency 817 W Houghton Ave PO Box 188 West Branch MI 48661	CONTACT NAME: Paula Trimble-Radloff PHONE (A/C, No, Ext): (989) 345-0200 E-MAIL ADDRESS: paula@dieboldinsurance.com FAX (A/C, No): (989) 345-0232
INSURED Lockhart's BBQ #2, LLC 210 East Third St Ste 101 Royal Oak MI 48067	INSURER(S) AFFORDING COVERAGE INSURER A: Property Owners INSURER B: Auto-Owners Insurance INSURER C: Michigan Restaurant & Lodging Fund INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33952334	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			33952334	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			5395233400	08/31/2023	08/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	LOCKH1R	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			33952334	08/31/2023	08/31/2024	Aggregate 2,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates - March 15-16,2024
Village of Lake Orion is added as additional insured with respects to the general liability & liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Village of Lake Orion 21 E Church St Lake Orion MI 48362	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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LOCKHART'S BBQ #2, LLC
LOCKHART'S BBQ

37 E FLINT,
LAKE ORION, MI 48362



Department of Licensing
and Regulatory Affairs

STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO APRIL 20, 2023

BUSINESS ID: 240424

FILE NUMBER: D75942

LOCKHART'S BBQ #2, LLC
D/B/A LOCKHART'S BBQ

37 E FLINT ST,
LAKE ORION, MI 48362-3287

OAKLAND COUNTY
D-150
LAKE ORION VILLAGE

LICENSE # LICENSE:
L-000256604 Class C

ACT:
MCL 436.1521A(1)B
(NONTRANSFERABLE)

L-000256605 Specially Designated Merchant

TOTAL BARS: 4 OUTDOOR SERVICE AREA: 2
DIRECT-CONNECTIONS: 0 PASSENGERS:

ROOMS:

PERMIT
Social District, Additional Bar(3), Sunday Sales (AM), Sunday Sales (PM), Outdoor Service Area(2), Specific Purpose(Food) [Sunday-Sunday Hours: 7:00 AM-12:00 PM], Catering

IN WITNESS WHEREOF,

this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

Pat England
Demetrius
Anthony
Dea Gonzalez
Edna Toma

LICENSEE(S) SIGNATURE(S)

John / John

2023
2024

LICENSE EFFECTIVE MAY 1, 2023 - EXPIRES APRIL 30, 2024

Attachment: Liquor License (6431 : St Patrick's Day Celebration 2024)



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This to certify that this establishment is licensed for the sale of beer, wine, and spirits for the consumption on the premises and has the number of bars indicated at which beer, wine, and spirits are to be sold to customers, served to customers, or consumed by customers, and has also paid the required statutory fee.

ADDITIONAL BAR PERMIT

Authorized by Administrative Rule R 436.1023(3)

THIS IS NOT A LICENSE

BUSINESS ID: 240424
LOCKHART'S BBQ #2, LLC

PERMIT #:
171540 - 1

LICENSE #:
Class C L-000256604
LOCKHART'S BBQ #2, LLC

LOCKHART'S BBQ

37 E FLINT ST,
LAKE ORION, MI 48362-3287
3

This Permit Expires On The Same Date As The License Expires

2023-2024



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This to certify that this establishment is licensed for the sale of beer, wine, and spirits for the consumption on the premises and has the number of bars indicated at which beer, wine, and spirits are to be sold to customers, served to customers, or consumed by customers, and has also paid the required statutory fee.

ADDITIONAL BAR PERMIT

Authorized by Administrative Rule R 436.1023(3)

THIS IS NOT A LICENSE

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LOCKHART'S BBQ #2, LLC

PERMIT #:
171540 - 2

LICENSE #:
Class C L-000256604
LOCKHART'S BBQ #2, LLC

LOCKHART'S BBQ

37 E FLINT ST,
LAKE ORION, MI 48362-3287
3

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2023-2024



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Authorized by Administrative Rule R 436.1023(3)

THIS IS NOT A LICENSE

BUSINESS ID: 240424
LOCKHART'S BBQ #2, LLC

PERMIT #:
171540 - 3

LICENSE #:
Class C L-000256604
LOCKHART'S BBQ #2, LLC

LOCKHART'S BBQ

37 E FLINT ST,
LAKE ORION, MI 48362-3287
3

This Permit Expires On The Same Date As The License Expires

2023-2024





Charter Township of Orion

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

6.4.i

Fire Department

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

Fax: (248) 309-6993

To: Darwin McClary, Village Manager
From: Jeff Williams, Fire Marshal
Re: St. Patrick's Day Celebration
Date: November 29, 2023

The Orion Township Fire Department has completed its review of the application for the St. Patrick's Day Celebration for the limited purpose of compliance with Village of Lake Orion's Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendation:

Approved
Approved with Comments (See below)
X Not approved

Comments:

- Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles, or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.
- An unobstructed fire break passageway or fire road no less than 12 feet wide and free from guy ropes or other obstructions shall be maintained on all sides of all assembly tents.
- Combustible refuse shall be kept in noncombustible containers with tight fitting or self-closing lids. Combustible refuse shall be removed from the event site at regular intervals to prevent an unsafe accumulation within the event site.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department

Attachment: ST PATRICK'S DAY CELEBRATION FIRE DEPT 2024 (6431 : St Patrick's Day Celebration 2024)



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

**COUNCIL RESOLUTION 2024-006
ST PATRICK'S DAY CELEBRATION**

RESOLUTION APPROVING THE SPECIAL EVENTS PERMIT APPLICATION FOR 2024 ST PATRICK'S DAY CELEBRATION

RESULT:
MOVER:
SECONDER:
AYES:
EXCUSED:

RESOLVED: To approve the Event Permit Applications submitted by Drew Ciora, on behalf of The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar, dated 11/21/2023 for the St Patrick's Day Celebration to be held on March 16, 2024 5:00 PM - Midnight and March 17, 2024 Noon - 9 PM to be held at the parking lot behind The 313 Pizza Bar. Set-up of the tent on Friday, March 15, 2024 after 12:00 PM. Breakdown and clean up Monday, March 18, 2024.

FURTHER RESOLVED: To approve the License Agreement between the Village of Lake Orion and Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar and to authorize the Village President and Village Clerk to execute the Agreement on behalf of the Village.

FURTHER RESOLVED: The approval is conditioned on the following:

Administrative Requirements

1. Execution of the Lease Agreement by Lockhart's BBQ #2 LLC, dba, The 313 Pizza Bar.
2. 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 cause serious injury or damage.
3. Clean-up of the area is the responsibility of the applicant.
4. Additional trash receptacles are the responsibility of the applicant (None needed; they will be using the existing dumpster).

5. Liquor license and insurance must be provided to the village prior to the event.

NOTE: Liquor license and insurance has already been received at the village offices.

Police Department Requirements - The applicant must meet all requirements of the Police Department including but not limited to

1. The police department will direct the placement of all required barricades for parking lots and any approved street closures. DPW will provide barricades and detour signage.
2. The cellular telephone numbers of event staff and on-scene managers will be provided to the police department within twenty-four (24) hours of the event.

DPW Requirements The applicant must meet all requirements of the DPW, including but not limited to

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cords covers.
3. DPW will provide barricades for street and parking lot closure following a request from the Chief of Police.

Fire Department Requirements: *This event has NOT been approved by the Fire Department.*

The Orion Township Fire Department has completed its review of the application for the St. Patrick's Day Celebration for the limited purpose of compliance with Village of Lake Orion's Ordinance's, Michigan Building Code, and all applicable Fire Codes. Based upon the application and documentation provided, the Fire Department has the following recommendation: **The Fire department did not approve this event.**

Comments:

1. Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles, or internal combustion engines.
2. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.
3. An unobstructed fire break passageway or fire road no less than 12 feet wide and free from guy ropes or other obstructions shall be maintained on all sides of all assembly tents.

4. Combustible refuse shall be kept in noncombustible containers with tight fitting or self-closing lids. Combustible refuse shall be removed from the event site at regular intervals to prevent an unsafe accumulation within the event site.

FINALLY RESOLVED: To adopt Resolutions 2024-006 , approving a special event Permit Application for The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar, dated 11/21/2023 for the St Patrick's Day Celebration to be held on March 16, 2024 5:00 PM - Midnight and March 17, 2024 Noon - 9 PM for a St. Patrick's Day Celebration and approving the Lease Agreement between the Village of Lake Orion and The Lockhart's BBQ #2 LLC, dba The 313 Pizza Bar, for the St Patrick's Day Celebration authorizing the 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, DECEMBER 11, 2023.

Susan Galeczka, CMC MiPMC
 Village of Lake Orion

CERTIFICATION

I, Susan C. Galeczka, 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 2024-006 adopted by the Village of Lake Orion Village Council at its regular meeting held on 12TH day of December 2023.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 12TH day of December 2023.

Susan Galeczka, CMC MiPMC
 Village of Lake Orion Clerk



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Budget Amendment Request

BACKGROUND BRIEF: Administration is requesting the village council to approve a budget amendment for Dues and Miscellaneous for GL 101-260-956-000.

FINANCIAL IMPACT: The total cost for the MML dues is \$2033 and the total monthly cost of the cobra fees is \$32.09.

RECOMMENDED MOTION: To approve FY 2023-24 budget amendment # BA-23-032 to increase the budget appropriation from \$9400 to \$10600.00 to provide the necessary appropriation for village Dues and Miscellaneous for GL 101-260-956-000.0

ATTACHMENTS:

23 032

AMENDMENT # 23-032

NET CHANGE IN BUDGET:	0	1,200
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Date: _____



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Adopt Resolution Setting 2024 Village Council Meeting Schedule

BACKGROUND BRIEF: Pursuant to the Open Meetings Act public bodies are required to adopt and publish a schedule of their meetings prior to the start of each year. The Village Council, as indicated in the Village Charter, meets on the second and fourth Monday of each month, at 7:30 p.m. unless otherwise designated in its meeting schedule.

Enclosed is a proposed resolution 2024-004 for consideration by the Village Council which sets the 2024 Village Council meeting schedule and directs the Village Clerk to publish it pursuant to the Open Meetings Act.

Please note the following:

- Monday, May 27 is Memorial Day so the Council meeting has been moved to Tuesday, May 28
- Monday, November 11 is Veteran's Day so the Council meeting has been moved to Tuesday, November 12
- In the past Council has not set a second meeting for the Month of December; therefore, the resolution reflects as such.

SUMMARY OF PREVIOUS COUNCIL ACTION: N/A

FINANCIAL IMPACT: None

RECOMMENDED MOTION: To adopt Resolution 2024-004 establishing the 2024 Meeting dates for the Village Council and authorize the Clerk to publish the schedule pursuant to the Open Meetings Act.

ATTACHMENTS:

2024-004 VC 2024 Mtg Schedule



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

**COUNCIL RESOLUTION 2024-004
RESOLUTION ADOPTING THE 2024 VILLAGE COUNCIL MEETING SCHEDULE**

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:

WHEREAS, Pursuant to the Open Meetings Act public bodies are required to adopt and publish a schedule of their meetings prior to the start of each year.

WHEREAS, The Village Council, as indicated in the Village Charter, meets on the second and fourth Monday of each month, at 7:30 p.m. unless otherwise designated in its meeting schedule.

NOW, THEREFORE BE IT RESOLVED, The Lake Orion Village Council adopts its 2024 Village Council Meeting Schedule as follows:

TUESDAY, JANUARY 8, 2024	MONDAY, JANUARY 22, 2024
MONDAY, FEBRUARY 12, 2024	MONDAY, FEBRUARY 26, 2024
MONDAY, MARCH 11, 2024	MONDAY, MARCH 25, 2024
MONDAY, APRIL 9, 2024	MONDAY, APRIL 22, 2024
MONDAY, MAY 13, 2024	TUESDAY, MAY 28, 2024
MONDAY, JUNE 10, 2024	MONDAY, JUNE 24, 2024
MONDAY, JULY 8, 2024	MONDAY, JULY 22, 2024
MONDAY, AUGUST 12, 2024	MONDAY, AUGUST 26, 2024
MONDAY, SEPTEMBER 9, 2024	MONDAY, SEPTEMBER 23, 2024
MONDAY, OCTOBER 14, 2024	MONDAY, OCTOBER 28, 2024
TUESDAY, NOVEMBER 12, 2024	MONDAY, NOVEMBER 25, 2024
MONDAY, DECEMBER 9, 2024	MONDAY, DECEMBER 22, 2024 – No meeting

Village of Lake Orion
 Resolution 2024-005
 2024 Village Council Meeting Schedule
 Page 2 of 2

BE IT FURTHER RESOLVED: That all Village Council Meetings will begin at 7:30 PM, Michigan time and will be held in Village Council Chambers located in the Village of Lake Orion Administrative Office Building at 21 E. Church Street, Lake Orion, MI 48362.

BE IT FURTHER RESOLVED: The Village Clerk is directed to post the public notice of the regular meeting schedule in accordance with Section 5(2) of the Michigan Open Meetings Act.

Seconded by.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON DECEMBER 11, 2023.

Susan Galeczka, CMC MiPMC
 Village of Lake Orion

CERTIFICATION

I, Susan C. Galeczka, 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 2024-005 adopted by the Village of Lake Orion Village Council on the 11th day of December, 2023.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this 12th day of November.

Susan Galeczka, CMC MiPMC
 Village of Lake Orion



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Village Office Closed December 27, 2023

BACKGROUND BRIEF:

With the three holidays of Christmas, Christmas Eve and New Year's Eve all being observed within the week of December 25, 2023; the staff has asked if the Offices could be closed on the Wednesday December 27, 2023. The staff would use leave time; therefore this would no be an additional expense to the Village.

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT: none

RECOMMENDED MOTION: To approve the Village offices to be closed Wednesday December 27th, 2023 as presented.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Approval of Village Council Regular Meeting Minutes-November 27, 2023

RECOMMENDED MOTION: To approve the Regular Village Council Meeting Minutes of Monday, November 27, 2023, as presented.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Approval of Village Council Special Meeting Minutes-November 22, 2023

RECOMMENDED MOTION: To approve the Special Village Council Meeting Minutes of Wednesday, November 22, 2023, as presented.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Approval of Village Council Special Meeting Minutes- December 3, 2023

RECOMMENDED MOTION: To approve the Special Village Council Meeting Minutes of Sunday, December 3, 2023, as presented.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Receive and File November 2023 Police Activity Report

BACKGROUND BRIEF:

Administration is requesting that village council receive and file the monthly activity report for the Police Department.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To receive and file the November 2023 Police Department Activity Report.

ATTACHMENTS:

November 2023 Police Department Activity Report

CLR-060 Arrest Comparison report (LO)

CLEMIS

CLEMIS
CLEAR

Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month : November

Year : 2023

Include Officer Summary?: No

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023 Police Activity Report)

CLR-060 Arrest Comparison report (LO)

CLASS	Description	ADULT						JUVENILE					
		Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	
1209	ROBBERY - RESIDENCE - STRONG ARM	0	0	0%	0	1	-100%	0	0	0%	0	0	
12000	ROBBERY	0	0	0%	0	1	-100%	0	0	0%	0	0	
1313	ASSAULT/ BATTERY/SIMPLE (INCL DOMESTIC AND POLICE OFFICER	1	0	0%	9	4	125%	0	0	0%	0	0	
13001	NONAGGRAVATED ASSAULT	1	0	0%	9	4	125%	0	0	0%	0	0	
1371	AGG/FEL ASSAULT - MURDER ATTEMPT	0	0	0%	1	0	0%	0	0	0%	0	0	
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%	1	0	0%	0	0	0%	0	0	
1380	TELEPHONE USED FOR HARASSMENT, THREATS	0	0	0%	0	1	-100%	0	0	0%	0	0	
13003	INTIMIDATION/STALKING	0	0	0%	0	1	-100%	0	0	0%	0	0	
2202	B&E - BURGLARY - FORCED ENTRY - RESIDENCE - HOME INVASION	0	0	0%	1	0	0%	0	0	0%	0	0	
22001	BURGLARY -FORCED ENTRY	0	0	0%	1	0	0%	0	0	0%	0	0	
2309	LARCENY - FROM YARDS (GROUNDS SURROUNDING A BUILDING)	0	0	0%	0	1	-100%	0	0	0%	0	0	
23007	LARCENY -OTHER	0	0	0%	0	1	-100%	0	0	0%	0	0	
2501	FORGERY OF CHECKS	0	0	0%	0	1	-100%	0	0	0%	0	0	
2505	PASS COUNTERFEITED -ANY OBJECT	0	0	0%	1	0	0%	0	0	0%	0	0	
25000	FORGERY/COUNTERFEITING	0	0	0%	1	1	0%	0	0	0%	0	0	
3074	RETAIL FRAUD THEFT 2ND DEGREE	0	0	0%	1	0	0%	0	0	0%	0	0	
30002	RETAIL FRAUD -THEFT	0	0	0%	1	0	0%	0	0	0%	0	0	
3530	COCAINE -SELL	0	0	0%	1	0	0%	0	0	0%	0	0	
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	0	0	0%	1	0	0%	0	0	0%	0	0	

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-060 Arrest Comparison report (LO)

		ADULT						JUVENILE					
CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	
3550	NARCOTIC EQUIPMENT - PARAPHERNALIA	0	0	0%	0	1	-100%	0	0	0%	0	0	
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	0	1	-100%	0	0	0%	0	0	
3707	OBSCENE COMMUNICATION	0	0	0%	0	1	-100%	0	0	0%	0	0	
37000	OBSCENITY	0	0	0%	0	1	-100%	0	0	0%	0	0	
5203	CONCEALED WEAPONS - CARRYING PROHIBITED	0	0	0%	0	1	-100%	0	0	0%	0	0	
5275	POSSESSION OF FIREARM IN COMMISSION OF CRIME	1	0	0%	1	0	0%	0	0	0%	0	0	
5295	CONCEALED WEAPONS - FIREARM IN AUTO (CCW)	0	0	0%	1	0	0%	0	0	0%	0	0	
52001	WEAPONS OFFENSE- CONCEALED	1	0	0%	2	1	100%	0	0	0%	0	0	
5213	WEAPONS, FIRING OF (INCLUDES CARELESS, RECKLESS, NEEDLESS USE)	0	0	0%	0	1	-100%	0	0	0%	0	0	
52003	WEAPONS OFFENSE -OTHER	0	0	0%	0	1	-100%	0	0	0%	0	0	
	Group A Totals	2	0	0%	16	12	33.33%	0	0	0%	0	0	
2298	BURGLARY - ENTERING WITHOUT PERMISSION	0	0	0%	1	0	0%	0	0	0%	0	0	
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	1	0	0%	0	0	0%	0	0	
2606	NON-SUFFICIENT FUNDS CHECKS	0	0	0%	1	0	0%	0	0	0%	0	0	
26006	FRAUD -BAD CHECKS	0	0	0%	1	0	0%	0	0	0%	0	0	
3605	INDECENT EXPOSURE	0	0	0%	2	0	0%	0	0	0%	0	0	
36004	SEX OFFENSE -OTHER	0	0	0%	2	0	0%	0	0	0%	0	0	
4103	LIQUOR - TRANSPORT (OPEN CONTAINER, ETC)	0	0	0%	0	2	-100%	0	0	0%	0	0	
41002	LIQUOR VIOLATIONS -OTHER	0	0	0%	0	2	-100%	0	0	0%	0	0	

Report generated on: 11/15/2023 10:58:11 AM
Printed by: [redacted]
Report Title: November 2023 Police Department Activity Report (6445 : Receive and File November 2023)

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-060 Arrest Comparison report (LO)

		ADULT						JUVENILE					
CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	
5311	DISORDERLY CONDUCT	0	2	-100%	5	4	25%	0	0	0%	0	0	
5393	DISORDERLY CONDUCT (OTHER)	0	0	0%	1	1	0%	0	0	0%	0	0	
53001	DISORDERLY CONDUCT	0	2	-100%	6	5	20%	0	0	0%	0	0	
5427	OPERATING WITH B.A.C. OF .08% OR MORE OFF ROAD VEHICLE	0	0	0%	1	0	0%	0	0	0%	0	0	
5428	OPERATING UI CAUSING SERIOUS INJURY	0	0	0%	0	1	-100%	0	0	0%	0	0	
8027	OPERATING W/BLOOD ALCOHOL CONTENT OF .17% OR ABOVE	0	0	0%	1	0	0%	0	0	0%	0	0	
8041	OPERATING UNDER THE INFLUENCE OF ALCOHOL / LIQUOR OWI	0	0	0%	13	6	116.6%	0	0	0%	0	0	
80413	OPERATING UNDER THE INFLUENCE OF ALCOHOL / LIQUOR OWI 3RD OFFENSE	0	0	0%	1	0	0%	0	0	0%	0	0	
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	0	0	0%	16	7	128.5%	0	0	0%	0	0	
	Group B Totals	0	2	-100%	26	14	85.71%	0	0	0%	0	0	
C2931	DWLS OPS LICENSE SUSPENDED / REVOKED	0	0	0%	9	8	12.5%	0	0	0%	0	0	
C2933	VEHICLE REGISTRATION - IMPROPER / EXPIRED	0	0	0%	3	3	0%	0	0	0%	0	0	
C2935	DWLS 2ND OPS LICENSE SUSPENDED / REVOKED	0	1	-100%	2	3	-33.3%	0	0	0%	0	0	
C2936	OPS - NEVER ACQUIRED - NOLEA	0	1	-100%	0	1	-100%	0	0	0%	1	0	
C2937	NO OPS ON PERSON - NOP-NOLOP	0	2	-100%	0	2	-100%	0	0	0%	0	0	
2900	TRAFFIC OFFENSES	0	4	-100%	14	17	-17.6%	0	0	0%	1	0	
C3010	FELONY ARREST WARRANT (ORIGINATING AGENCY)	0	0	0%	0	1	-100%	0	0	0%	0	0	

ment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-060 Arrest Comparison report (LO)

ADULT													JUVENILE				
CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	HG				
C3020	MISDEMEANOR ARREST WARRANT (ORIGINATING AGENCY)	1	0	0%	15	18	-16.6%	0	0	0%	0	0	0%				
C3040	FELONY ARREST WARRANT - OTHER JURISDICTION	0	0	0%	0	3	-100%	0	0	0%	0	0	0%				
C3050	MISDEMEANOR ARREST WARRANT - OTHER JURISDICTION	0	2	-100%	6	25	-76%	0	0	0%	0	0	0%				
C3060	TRAFFIC ARREST WARRANT - OTHER JURISDICTION	0	0	0%	0	1	-100%	0	0	0%	0	0	0%				
C3070	CIVIL / FRIEND OF COURT ARREST WARRANT	0	0	0%	0	1	-100%	0	0	0%	0	0	0%				
3000	WARRANTS	1	2	-50%	21	49	-57.1%	0	0	0%	0	0	0%				
C3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	0	0	0%	1	0	0%	0	0	0%	0	0	0%				
3300	MISCELLANEOUS COMPLAINTS	0	0	0%	1	0	0%	0	0	0%	0	0	0%				
	Group C Totals	1	6	-83.3%	36	66	-45.4%	0	0	0%	1	0	0%				
C4015	RECKLESS DRIVING CITATION	0	0	0%	2	1	100%	0	0	0%	0	0	0%				
C4041	SPEEDING CITATION	0	0	0%	1	0	0%	0	0	0%	0	0	0%				
C4067	ALLOW UNLICENSED DRIVER TO OPERATE VEHICLE	0	0	0%	2	0	0%	0	0	0%	0	0	0%				
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	5	1	400%	0	0	0%	0	0	0%				
C4307	DROVE W/EXPIRED OPS	0	0	0%	3	1	200%	0	0	0%	0	0	0%				
C4311	OPS LIC SUSP/REVOKED CITATION	0	0	0%	1	0	0%	0	0	0%	0	0	0%				
C4312	NO-OPS ON PERSON CITATION	0	0	0%	0	1	-100%	0	0	0%	0	0	0%				
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%	4	2	100%	0	0	0%	0	0	0%				

Document: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-060 Arrest Comparison report (LO)

		ADULT						JUVENILE						
CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	
	Group D Totals	0	0	0%	9	3	200%	0	0	0%	0	0	0%	
	Grand Total	3	8	-62.5%	87	95	-8.42%	0	0	0%	1	0	0%	

November 2023

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-065 Monthly Summary Of Offenses (LO)

CLEMIS

CLEMIS
CLEAR

Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	November
Year:	2023

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023 Police Activity Report)

CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		To		FD
								Nov/2023	YTD	Nov/2022	YTD	Nov		
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0		0
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	0	0%	0	0	0	0	0		0
09004	JUSTIFIABLE HOMICIDE	0	0	0%	0	0	0%	0	0	0	0	0		0
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%	0	0	0%	0	0	0	0	0		0
09006	IN-CUSTODY DEATH	0	0	0%	0	0	0%	0	0	0	0	0		0
10001	KIDNAPPING/ABDUCTION	0	0	0%	0	0	0%	0	0	0	0	0		0
10002	PARENTAL KIDNAPPING	0	0	0%	0	0	0%	0	0	0	0	0		0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%	1	0	0%	0	0	0	0	0		0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%	0	0	0%	0	0	0	0	0		0
12000	ROBBERY	0	0	0%	0	1	-100%	0	0	0	0	0		0
12001	ROBBERY	0	0	0%	0	0	0%	0	0	0	0	0		0
13001	NONAGGRAVATED ASSAULT	1	0	0%	13	7	85.71%	1	9	0	0	1		9
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%	3	1	200%	0	1	0	0	0		1
13003	INTIMIDATION/STALKING	0	0	0%	5	1	400%	0	0	0	0	0		0
20000	ARSON	0	0	0%	0	0	0%	0	0	0	0	0		0
21000	EXTORTION	0	0	0%	0	0	0%	0	0	0	0	0		0
22001	BURGLARY -FORCED ENTRY	0	0	0%	1	0	0%	0	1	0	0	0		1
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%	0	0	0%	0	0	0	0	0		0

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		To	YTD
								Nov/2023	YTD	Nov/2022	YTD	Nov	
23001	LARCENY -POCKETPICKING	0	0	0%	0	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	0	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	0	0	0%	0	2	-100%	0	0	0	0	0	0
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	0	0%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	0	0	0%	4	6	-33.3%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%	2	2	0%	0	0	0	0	0	0
23007	LARCENY -OTHER	1	0	0%	2	5	-60%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE THEFT	0	0	0%	0	0	0%	0	0	0	0	0	0
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
24003	MOTOR VEHICLE FRAUD	0	0	0%	0	1	-100%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	0	0	0%	1	0	0%	0	1	0	0	0	1
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	0	0%	4	2	100%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0%	2	1	100%	0	0	0	0	0	0
26003	FRAUD -IMPERSONATION	0	0	0%	0	0	0%	0	0	0	0	0	0
26004	FRAUD -WELFARE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	0	1	-100%	2	3	-33.3%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	0	0%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	0	0%	0	2	-100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	0	0%	0	0	0%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	1	0	0%	8	7	14.28%	0	0	0	0	0	0
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	0	0%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	0	0	0%	1	4	-75%	0	1	0	0	0	1
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	0	0%	0	0	0	0	0	0
30004	ORGANIZED RETAIL FRAUD	0	0	0%	0	0	0%	0	0	0	0	0	0

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		To		TD
								Nov/2023	YTD	Nov/2022	YTD	Nov	Nov	
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	1	0	0%	3	1	200%	0	1	0	0	0	0	1
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0%	0	1	-100%	0	0	0	0	0	0	0
36001	SEXUAL PENETRATION NONFORCIBLE - BLOOD/AFFINITY	0	0	0%	0	0	0%	0	0	0	0	0	0	0
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0	0
37000	OBSCENITY	0	0	0%	0	2	-100%	0	0	0	0	0	0	0
39001	GAMBLING- BETTING/WAGERING	0	0	0%	0	0	0%	0	0	0	0	0	0	0
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%	0	0	0%	0	0	0	0	0	0	0
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0	0
39004	GAMBLING -SPORTS TAMPERING	0	0	0%	0	0	0%	0	0	0	0	0	0	0
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0	0
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%	0	0	0%	0	0	0	0	0	0	0
51000	BRIBERY	0	0	0%	0	0	0%	0	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	1	0	0%	2	1	100%	1	2	0	0	1	1	2
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%	0	0	0%	0	0	0	0	0	0	0
52003	WEAPONS OFFENSE -OTHER	0	0	0%	0	1	-100%	0	0	0	0	0	0	0
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%	0	0	0%	0	0	0	0	0	0	0
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%	0	0	0%	0	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	0	0%	0	0	0%	0	0	0	0	0	0	0
Group A Totals		5	1	400%	54	51	5.882%	2	16	0	0	2	2	16
01000	SOVEREIGNTY	0	0	0%	0	0	0%	0	0	0	0	0	0	0
02000	MILITARY	0	0	0%	0	0	0%	0	0	0	0	0	0	0
03000	IMMIGRATION	0	0	0%	0	0	0%	0	0	0	0	0	0	0
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%	0	0	0%	0	0	0	0	0	0	0
14000	ABORTION	0	0	0%	0	0	0%	0	0	0	0	0	0	0
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	1	0	0%	0	1	0	0	0	0	1
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%	0	0	0%	0	0	0	0	0	0	0

Attachment: November 2023 Police Department Activity Report (6445 : Receive and File November 2023

CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Tot Nov	ID
								Nov/2023	YTD	Nov/2022	YTD		
26006	FRAUD -BAD CHECKS	0	0	0%	2	0	0%	0	1	0	0	0	1
36003	PEEPING TOM	0	0	0%	0	0	0%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	0	0%	3	0	0%	0	2	0	0	0	2
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%	1	0	0%	0	0	0	0	0	0
38002	FAMILY -NONSUPPORT	0	0	0%	0	0	0%	0	0	0	0	0	0
38003	FAMILY -OTHER	0	0	0%	1	0	0%	0	0	0	0	0	0
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%	0	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	0	0	0%	1	2	-50%	0	0	0	0	0	0
42000	DRUNKENNESS	0	0	0%	0	0	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	1	0	0%	3	1	200%	0	0	0	0	0	0
49000	ESCAPE/FLIGHT	0	0	0%	0	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	0	0	0%	2	1	100%	0	0	0	0	0	0
53001	DISORDERLY CONDUCT	0	1	-100%	6	6	0%	0	6	0	0	0	6
53002	PUBLIC PEACE -OTHER	1	0	0%	6	2	200%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%	0	1	-100%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	0	0	0%	17	8	112.5%	0	16	0	0	0	16
55000	HEALTH AND SAFETY	0	0	0%	1	1	0%	0	0	0	0	0	0
56000	CIVIL RIGHTS	0	0	0%	0	0	0%	0	0	0	0	0	0
57001	TRESPASS	0	0	0%	4	5	-20%	0	0	0	0	0	0
57002	INVASION OF PRIVACY -OTHER	0	0	0%	0	0	0%	0	0	0	0	0	0
58000	SMUGGLING	0	0	0%	0	0	0%	0	0	0	0	0	0
59000	ELECTION LAWS	0	0	0%	0	0	0%	0	0	0	0	0	0
60000	ANTITRUST	0	0	0%	0	0	0%	0	0	0	0	0	0
61000	TAX/REVENUE	0	0	0%	0	0	0%	0	0	0	0	0	0
62000	CONSERVATION	0	0	0%	0	0	0%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	1	-100%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	0	0	0%	0	0	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0%	2	1	100%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Tot	FD
								Nov/2023	YTD	Nov/2022	YTD		
77000	CONSPIRACY (ALL CRIMES)	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group B Totals	2	1	100%	50	29	72.41%	0	26	0	0	0	26
2800	JUVENILE OFFENSES AND COMPLAINTS	0	0	0%	11	14	-21.4%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	3	8	-62.5%	74	102	-27.4%	0	14	0	1	0	15
3000	WARRANTS	1	2	-50%	43	51	-15.6%	1	21	0	0	1	21
3100	TRAFFIC CRASHES	6	6	0%	113	134	-15.6%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	15	13	15.38%	132	127	3.937%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	85	92	-7.60%	1522	1173	29.75%	0	1	0	0	0	1
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%	6	5	20%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	99	124	-20.1%	1347	2248	-40.0%	0	0	0	0	0	0
3600	SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%	0	0	0%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	13	14	-7.14%	199	176	13.06%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	1	2	-50%	10	27	-62.9%	0	0	0	0	0	0
3900	ALARMS	9	11	-18.1%	82	84	-2.38%	0	0	0	0	0	0
	SICK / INJURY COMPLAINT	0	0	0%	0	0	0%	0	0	0	0	0	0
	NON - CRIMINAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC CRASHES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS TRAFFIC COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ALARMS	0	0	0%	0	0	0%	0	0	0	0	0	0
	ANIMAL COMPLAINTS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC OFFENSES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group C Totals	232	272	-14.7%	3539	4141	-14.5%	1	36	0	1	1	37
2700	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	13	107	-87.8%	509	514	-0.97%	0	5	0	0	0	5
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	3	-66.6%	95	36	163.8%	0	0	0	0	0	0
4200	PARKING CITATIONS	9	1	800%	49	2	2350%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	3	-66.6%	56	46	21.73%	0	4	0	0	0	4
4400	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		To Nov	TD
								Nov/2023	YTD	Nov/2022	YTD		
4500	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	5	-100%	0	0	0	0	0	0
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4700	COMMERCIAL VEHICLE CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
4800	LOCAL ORDINANCE WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	LOCAL ORDINANCES - GENERIC	0	0	0%	0	0	0%	0	0	0	0	0	0
	WATERCRAFT CITATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS A THROUGH UUUU	0	0	0%	0	0	0%	0	0	0	0	0	0
	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	TRAFFIC WARNINGS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group D Totals	24	114	-78.9%	709	603	17.57%	0	9	0	0	0	9
5000	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group E Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	4	2	100%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	0	2	-100%	1	7	-85.7%	0	0	0	0	0	0
6200	ARREST ASSIST	0	0	0%	0	0	0%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%	0	0	0%	0	0	0	0	0	0
	CANINE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%	0	0	0%	0	0	0	0	0	0
	INVESTIGATIVE ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	COURT / WARRANT ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0
	Group F Totals	0	2	-100%	5	9	-44.4%	0	0	0	0	0	0
8000	MISCELLANEOUS DEALER ACTIVITIES	0	0	0%	0	0	0%	0	0	0	0	0	0

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CLR-065 Monthly Summary Of Offenses (LO)

CLASS	Description	Nov/2023	Nov/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		To	TD
								Nov/2023	YTD	Nov/2022	YTD	Nov	
	Group I Totals	0	0	0%	0	0	0%	0	0	0	0	0	0
	Totals for all Groups	263	390	-32.5%	4357	4833	-9.84%	3	87	0	1	3	88

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itations By Officer Per Month

Issue Date is previous month Issue Time is in range [0, 24]

	Officer Name	Officer ID	Issue Month	Count Issued	Total Base Amount	Total Amount Due
1	Erin Ioomis	badge #1	2023-11	6	\$175.00	
2	Todd Stanfield	Badge #: 150	2023-11	1	\$15.00	
3	Jeff Ward	Badge# 916	2023-11	4	\$60.00	
4	Ami Burbridge	Badge #: 602	2023-11	10	\$150.00	
Totals				21	\$400.00	

Lake Orion Police Monthly Ordinance Report

MONTH: November 2023					
Item:	Hammond	Ward			Total
Vehicles Checked		1			1
Vehicles Tagged					0
Vehicles Towed					0
Abandoned Vehicle Tickets					0
Finger Prints	1	3			4
Ticketed Ordinance Violations					0
Junk/ garbage Investigated	1				1
Ordinance Warnings	2				2
Tall Grass/Weeds Violations		1			1
Zoning Issues	3				3
Handicap Parking Tickets					0
Other Parking Tickets		4			4
Snow/ Snow Removal Violations					0
Property Maintenance/ Inspections	2	2			4
Sign Violations	4	6			10
TOTAL:	13	17			30
Hours Worked	56	105			161
Hours in HUD District (CDBG)	8	15			23



Lake Orion Police Department

Reserve Office Hours

November 2023

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	NOV Total																															
COMMAND STAFF																																																															
Cmdr BAUER												6																					6																														
Asst Cmdr TERENCE																																																															
Sgt AIELLO										13																				2.5			15																														
Sgt ROHRBORN																	8																8																														
Sgt HAMMOND										8																							8																														
RESERVE OFFICERS																																																															
Ofc CAMPO			8									4													8								20																														
Ofc DREW										6																							6																														
Ofc DUNHAM																																																															
Ofc ISAACSON																																																															
Ofc KUCHENMEISTER																																																															
Ofc MAZZOLA																																																															
Ofc MIRKU																																																															
Ofc RUFFINI																						9											9																														
Ofc WARD																																																															
Ofc WOLFF																																																															
Ofc MIHACSI		5.5	6	9			1.5		5						2	2			2	1	9												43																														
Ofc HAMM (Resigned)																																																															
Ofc SERRAIOCO										8																							8																														
NOVEMBER TOTAL																																																															
November Total		5.5	14	9			1.5		5	35		10				2	10			2	1	18			8						2.5		123	1																													

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
RESERVE COMMAND STAFF													
Cmdr BAUER	19	15	10	29	37	17	27	12	5	10	6		187
Asst Cmdr TERENCE	12	7	11	10	25	28	14	32	8	6			153
Sgt LEMING (Resigned)	16	7	8	3	13	24	7	7					85
Sgt AIELLO	13		20	15	40	23	29	22	14	9	15		200
Sgt ROHRBORN	8	7	2	12	12	22	22	19		11	8		123
Sgt HAMMOND	4	4			9	8	14		2	14	8		63
RESERVE OFFICERS													
Ofc CAMPO	16		10	9	17	8	8	17		8	20		113
Ofc DREW	4	4	2	9	16	5			8	18	6		72
Ofc DUNHAM	8	4	10		3			8					33
Ofc ISAACSON	9	9		9		15	15						57
Ofc KUCHENMEISTER	17	9	12	18	22	27			8				113
Ofc MAZZOLA	11	4	8	9	9	14	17	7					79
Ofc MIRKU					3								3
Ofc RUFFINI			2							2	9		13
Ofc WARD			2		3	4	8	6		3			26
Ofc WOLFF	7	7	6		17	4	4	13	5	6			69
Ofc MIHACSI	20	22	7	18	55	20		7	73	67	43		332
Ofc HAMM (Resigned)								7					7
Ofc SERRAIOCO					9	4	11	17		4	8		53
TOTAL RESERVE SUPPORT HOURS													
Month Total	164	99	110	141	290	223	176	174	123	158	123		
YTD Total													1781

 Medical leave
 Not on Department
 Suspended



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Director's Report

Attached: Director's Report

Recommended Motion: To receive and file the Director's Report



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: DDA Board Regular Meeting Minutes -October 17, 2023

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, October 17, 2023 as presented.

ATTACHMENT 2023-10-17 Approval of Minutes

ATTACHMENTS:

2023.10.17 minutes revised



VILLAGE OF LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
21 East Church Street, Lake Orion, MI 48362

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

MINUTES

REGULAR MEETING OF THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

Tuesday, October 17, 2023

6:30 PM

Lake Orion Village Hall Council Chambers

21 East Church Street

LAKE ORION, MI 48362

(248) 693-8391 ext. 102

I. Call to Order

The Tuesday, October 17, 2023 Regular Meeting of the Lake Orion Downtown Development Authority Board of Directors was called to order in the Lake Orion Village Hall Council Chambers located in the 21 East Church Street, Lake Orion, MI 48362 by Vice Chairperson Sam Caruso at 6:30 PM.

II. Roll Call and Determination of Quorum

Attendee Name	Organization	Title	Status	Arrived
Debbie Burgess	Village of Lake Orion	Chairperson	Excused	
Sam Caruso	Village of Lake Orion	Vice Chairperson	Present	
Matt Shell	Village of Lake Orion	Treasurer	Excused	
Henry Lorant	Village of Lake Orion	Secretary	Present	
Chris Barnett	Village of Lake Orion	Board Member	Present	
Alaina Campbell	Village of Lake Orion	Board Member	Present	
Lloyd Coe	Village of Lake Orion	Board Member	Excused	
Sally Medina	Village of Lake Orion	Board Member	Present	
Jerry Narsh	Village of Lake Orion	President	Excused	

STAFF PRESENT:

- Molly LaLone, DDA Executive Director
- Darwin McClary, Village Manager
- Sonja Stout, Director of Finance/Treasurer/Recording Secretary

Village of Lake Orion Downtown Development Authority Board of Directors Minutes
Regular Meeting, Tuesday, October 17, 2023
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III. Approval of Minutes

1. DDA Board Regular Meeting Minutes - September 19, 2023
2. DDA Board Regular Meeting Minutes - September 29, 2023

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Alaina Campbell, Board Member
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, September 19, 2023 as presented.

FURTHER RESOLVED: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, September 29, 2023 as presented.

IV. Call to the Public

Let the record show no public comments were received.

V. Consent Agenda

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

1. Annual Year End Main Street Evaluation Schedule

RESOLVED: To approve the attached Main Street Community Assessment Visit Agenda, scheduled for February 6, 2024.

2. Director's Report

RESOLVED: To receive and file the DDA Executive Director's Report for October, 2023.

3. Committee Minutes & Workplan and Event Updates

RESOLVED: To receive and File the Committee Meeting Minutes & Event updates.

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, October 17, 2023

Page 3 of 8

4. Financial Reports

RESOLVED: To receive and file the financial reports for September 2023.

VI. Approval of Agenda

1. **Motion to:** approve the Tuesday, October 17, 2023 regular meeting agenda for the Lake Orion Downtown Development Authority.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alaina Campbell, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

VII. Financial Matters

1. Bill Approval

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To approve disbursements in the amount of \$77,607.19 for September 2023.

2. DDA 2023-2024 Budget Amendment - Lake Orion Lumberyard Demolition & Land Improvement

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alaina Campbell, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To increase 301-901-950-000 Demolition & Land Improvement by \$300,000 and; To increase 301-000-671-999 Appropriation from Fund Balance by \$300,000.

Attachment: 2023.10.17 minutes revised (6442 : DDA Board Regular Meeting Minutes - October 17, 2023)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, October 17, 2023

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DDA 2023-2024 Budget Amendment - Lake Orion Lumberyard Demolition & Land Improvement

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alaina Campbell, Board Member
SECONDER:	Chris Barnett, Board Member
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To authorize forwarding the budget amendments to the Village Council for approval.

VIII. New and Old Business

1. Property Acquisition - Lake Orion Lumberyard Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alaina Campbell, Board Member
SECONDER:	Chris Barnett, Board Member
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To approve \$36,000 of Earnest money to go to Seller in exchange for due diligence phase extension and to bring the taxes current,

2. Development - Lake Orion Lumberyard Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alaina Campbell, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To hire AKA Architects to review proposals with the review team, not to exceed \$2500.00 from 301-901-950-000

Attachment: 2023.10.17 minutes revised (6442 : DDA Board Regular Meeting Minutes - October 17, 2023)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, October 17, 2023

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3. Approval of Dumpster Enclosure Construction RFQ

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Alaina Campbell, Board Member
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: To authorize DDA Director to seek a design built proposals for the dumpster enclosure next to 120 S. Broadway which will be reviewed before our next DDA meeting by the committee of Hank Lorant, Sally Medina and Chris Barnett.

4. VLO Request - Meeks Park and Children's Park Pedestrian Bridges

RESULT:	POSTPONED [UNANIMOUS]	Next: 11/21/2023 6:30 PM
MOVER:	Sam Caruso, Vice Chairperson	
SECONDER:	Henry Lorant, Secretary	
AYES:	Burgess, Caruso, Lorant, Barnett, Campbell, Medina	
ABSENT:	Matt Shell	
EXCUSED:	Lloyd Coe, Jerry Narsh	

RESOLVED: To postpone the VLO Request - Meeks Park and Children's Park Pedestrian Bridges to the next meeting.

5. VLO Request - Street Sweeping Services

RESULT:	POSTPONED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

RESOLVED: Postpone the VLO- Street Sweeping Services to a future dated meeting to be determined by the Village Manager and DDA Director.

Attachment: 2023.10.17 minutes revised (6442 : DDA Board Regular Meeting Minutes - October 17, 2023)

IX. Reports, Resolutions and Recommendations

A. Executive Director

Verbal Director Report

DDA Executive Director LaLone reported on the following:

- Outdoor movie.
- Cemetery tours.
- Halloween Extravaganza.
- 2nd annual Witches Night.
- Mainstreet evaluation meeting is February 7th, 2024.
- Thanked all person(s) appointed to the DDA board, current and past members for coming together to complete the DDA goals and vision for Lake Orion despite various challenges throughout the many years.
- November 7th, 2023 election and the spoke of the verbiage on the ballot.
- Read the postcard language that will be mailed to village residents.

B. Village Manager

Verbal Village Manager report

Village Manager reported on the following:

- Thanked Chris Barnett and Jerry Narsh for the State of the Community address that he attended.
- Thanked DDA on "Here Lies Lake Orion" cemetery tour.
- Business owners have expressed concerns to DTE in regards to recent power outages that have been affecting local business owners. DTE has possible dates available October 25, 2023 and October 26, 2023 for possible meeting dates to discuss the concerns with DTE. Coordinate with DDA director to narrow down date and times that work for business owners.

X. Call to the Public

Brian Winter, 120 S. Broadway, created the website "SavetheLakeOrionDDA.com" as an independent group. He apologized for using the DDA logo which was posted in error in the website creation state. Spoke about voting "NO" on the ballot in the future election on November 7th, 2023. Came up with the idea for the DDA to create an event to come together as a community after the election to bring everyone together.

XI. Board Comments and Training Feedback

Board member Barnett stated Lake Orion DDA would not be what it is without the investment of many hours put in by local business owners over previous years. He encouraged the residents to get educated and go out and vote on November 7th, 2023. He believes Lake Orion downtown would be devastated without the DDA. Mentioned you can vote 9 days early in the Township Hall.

Board member Medina thanked Village Manager McClary for connecting with DTE in regards to power outages for local business owners.

Secretary Lorant agreed with Board Member Barnett with the improvements that have been made in the past years for the downtown area.

Board Member Campbell spoke about the improvements in the past years in the downtown area and how the improvements have brought in more investments to the Village based on smart moves made by the DDA and the Village. She spoke about being proud of the DDA board and encourages residents to support the DDA.

Vice Chairperson Caruso spoke about major milestones that the DDA has accomplished in the past years. Went over how voting “NO” means “YES” in saving the DDA on November 7th, 2023 ballot.

XII. Next Regular Meeting - November 21, 2023

Vice Chairperson Caruso stated the next DDA regular meeting will be on November 21, 2023.

XIII. Adjournment

Motion to: adjourn the Tuesday, October 17, 2023 regular meeting of the Downtown Development Authority Board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Barnett, Board Member
SECONDER:	Henry Lorant, Secretary
AYES:	Caruso, Lorant, Barnett, Campbell, Medina
ABSENT:	Matt Shell
EXCUSED:	Debbie Burgess, Lloyd Coe, Jerry Narsh

The October 17, 2023 regular meeting of the Downtown Lake Orion Development Board adjourned at 8:15 PM.

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, October 17, 2023

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Dr. Sam Caruso
Chairperson

Susan C. Galeczka, CMC CMMC
Village Clerk

Sonja Stout
Recording Secretary

Date Approved: _____

Attachment: 2023.10.17 minutes revised (6442 : DDA Board Regular Meeting Minutes - October 17, 2023)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Invoice Approval -December 11, 2023

ITEM: Approval of Invoices for December 11, 2023.

RECOMMENDED MOTION:

RESOLVED: To approve December 11, 2023 bills in the amount of \$117,037.60, of which \$10,486.66 are DDA Bills for a net total of \$106,550.94 and to receive and file the DDA bills.

ATTACHMENTS:

VILLAGE NOV 23



COMERICA COMMERCIAL CARD SRVC
DEPARTMENT #166901
PO BOX 55000
DETROIT, MI 48255 1669

*****4944

VILLAGE OF LAKE ORION
VILLAGE OF LAKE ORION
ATTN: JOE YOUNG
21 E CHURCH STREET
LAKE ORION, MI 48362

Statement Summary

Total Amount Due	\$2,237.93	Due Date:	12/20/2023
Current Payment Due:	\$2,237.93	Billing Date:	11/30/2023
Past Due Amount:	\$0.00	Credit Limit:	\$40,000.00
Minimum Amount Due:	\$2,237.93		

Account Summary

Previous Balance:	\$4,585.58		
Purchases:	\$2,237.93	Days In This Billing Cycle:	30
Cash Advances:	\$0.00	New Cash Advances:	\$0.00
Credits:	\$0.00	Cash Advance Fee:	\$0.00
Payments:	(\$4,585.58)		
Other Charges:	\$0.00		
New Balance:	\$2,237.93		

Cardholder Summary

Cardholder Name	Amount
SUSAN GALECZKA - *6838	\$8.7
MOLLY W LALONE - *7632	\$1,325.9
DARWIN MCCLARY - *1609	\$879.9
WESLEY A SANCHEZ - *6802	\$23.3

Post Date	Tran Date	Reference Number	Merchant Description	Amount
			PURCHASES	\$2,237.93
			PAYMENTS	(\$4,585.58)
11/20/2023	11/20/2023	700000033041111111111111	AUTOMATIC PAYMENT	(\$4,585.58)

PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION:

* TRANSACTION REVIEW - NOTIFY US OF UNAUTHORIZED TRANSACTIONS OR ERRORS

Post Date	Tran Date	Reference Number	Merchant Description	Amount
			WITHIN 14 DAYS FROM THE DATE OF DISCOVERY OR THE DATE THE FIRST STATEMENT OR REPORT REFLECTING THE PROBLEM IS MADE AVAILABLE TO YOU, WHICHEVER OCCURS FIRST.	
			* GUIDE TO BENEFITS - THE GUIDE TO BENEFITS IS AVAILABLE ONLINE AT WWW.COMERICA.COM/COMMERCIALCARDGTB	
			* TRAVEL INSURANCE - IF YOUR CARD HAS BEEN PERMISSIONED FOR TRAVEL PURCHASES, YOU ARE COVERED UNDER MASTERCARD'S WORLDWIDE AUTOMATIC TRAVEL ACCIDENT & BAGGAGE INSURANCE POLICY.	
			.	
			IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR COMPANY'S PROGRAM ADMINISTRATOR.	
			SUSAN GALECZKA - *6838	\$8.71
			PURCHASES	\$8.71
11/30/2023	11/29/2023	75418233333188244287427	IONOS INC. CHESTERBROOK PA	\$8.71
			MOLLY W LALONE - *7632	\$1,325.92
			PURCHASES	\$1,325.92
11/02/2023	11/01/2023	22715653305010009645323	City of Birmingham Birmingham MI	\$6.00
11/02/2023	11/02/2023	55432863306207374334840	PARKMOBILE 770-818-9036 MI	\$3.48
11/03/2023	11/03/2023	55432863307207696346448	PARKMOBILE 770-818-9036 MI	\$4.98
11/03/2023	11/03/2023	55432863307207696346984	PARKMOBILE 770-818-9036 MI	\$6.48
11/03/2023	11/03/2023	55432863307207696347578	PARKMOBILE 770-818-9036 MI	\$6.48
11/06/2023	11/04/2023	55432863308208030902259	PARKMOBILE 770-818-9036 MI	\$6.48
11/06/2023	11/04/2023	55432863308208116842171	PARKMOBILE 770-818-9036 MI	\$6.48
11/06/2023	11/06/2023	55432863310208661081296	AMZN Mktp US*0W0PQ5MS3 Amzn.com/bill WA	\$9.99
11/08/2023	11/07/2023	15270213311000905210070	FACEBK VTRATVFP2 Menlo Park CA	\$75.00
11/08/2023	11/07/2023	82711163311000015586678	FLOWCODE PRO NEW YORK NY	\$9.95
11/09/2023	11/09/2023	55432863313209623560481	AMZN Mktp US*4D61U77X3 Amzn.com/bill WA	\$44.99
11/10/2023	11/09/2023	55432863313209719746804	Amazon Prime*TW56S96Y3 Amzn.com/bill WA	\$139.00
11/10/2023	11/10/2023	55432863314209869579798	AMZN Mktp US*GR8TM9233 Amzn.com/bill WA	\$31.98
11/13/2023	11/12/2023	25247803316000872022161	SNAPRETAIL PITTSBURGH PA	\$65.00
11/13/2023	11/11/2023	55432863315200302596639	AMZN Mktp US*FM2ZF8883 Amzn.com/bill WA	\$50.53
11/14/2023	11/14/2023	55429503318719161512902	YOURMEMBERSHIP 7278270046 FL	\$225.00
11/14/2023	11/13/2023	55432863317201021897595	TST* Pita Way - Lake O 248-690-9427 MI	\$25.50
11/15/2023	11/14/2023	55310203319083380243957	AMZN MKTP US*2R5AX99Q3 SEATTLE WA	\$79.52
11/16/2023	11/14/2023	05436843319200082551092	GFS STORE #0947 ROCHESTER HIL MI	\$60.27
11/16/2023	11/15/2023	55310203320400065000287	GREAT LAKES ACE HDWE LAKE ORION MI	\$16.00
11/20/2023	11/18/2023	75418233322187433375426	IONOS INC. CHESTERBROOK PA	\$19.00
11/22/2023	11/21/2023	55432863325200434120827	SQ *SHADRACH, MESHACH Orion Townshi MI	\$19.19
11/24/2023	11/22/2023	05436843326300366132030	KROGER #637 ORION TWP MI	\$4.85
11/24/2023	11/22/2023	55429503326715670930395	ADOBE *ACROPRO SUBS 4085366000 CA	\$21.19
11/24/2023	11/22/2023	85347033327700583112177	YATES CIDER MILL CANTE LAKE ORION MI	\$27.00
11/27/2023	11/25/2023	55432863330201999487323	TIM HORTONS #915651 LAKE ORION MI	\$11.03
11/29/2023	11/29/2023	15270213333000501031064	FACEBK 3J7PEW3PR2 Menlo Park CA	\$75.00
11/30/2023	11/29/2023	82305093333000011990259	SP TRUE IMAGE TECH EASTVALE CA	\$275.55
			DARWIN MCCLARY - *1609	\$879.99

Attachment: VILLAGE NOV 23 (6415 : Invoice Approval - December 11, 2023)

Post Date	Tran Date	Reference Number	Merchant Description	Amount
PURCHASES				\$879.99
11/20/2023	11/17/2023	85500593321900012633569	MICHIGAN MUNICIPAL LEA 734-662-3246 MI	\$425.00
11/27/2023	11/26/2023	55310203330083302240409	AMAZON.COM*206W12I13 SEATTLE WA	\$19.99
11/30/2023	11/29/2023	85500593333900013404354	MICHIGAN MUNICIPAL LEA 734-662-3246 MI	\$435.00
WESLEY A SANCHEZ - *6802				\$23.31
PURCHASES				\$23.31
11/28/2023	11/27/2023	55453703332042000073763	ADVANCE AUTO PARTS #88 LAKE ORION MI	\$23.31



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Invoice Approval -Necessary Invoices to be Paid on December 20, 2023

ITEM: Approval of Invoices for December 20, 2023 check run date.

RECOMMENDED MOTION: To authorize the Village Manager and Finance Director to pay the remainder of the December 2023 bills that are necessary to keep bills from accumulating late fees and penalties during the holiday season on the next check run date of December 20, 2023.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: PUD Agreement - West Village PUD at 55 W. Elizabeth

BACKGROUND: West Construction submitted a Planned Unit Development (PUD) request for a two-building, mixed-use complex. The applicant proposes to renovate the former Lake Orion High School (est. 1927, also known as the Ehman Community Center) into a mixed-use building which consists primarily of multiple-family dwellings. A second apartment building would also be constructed, to the west of the former High School. Improvements are also proposed across Lapeer Street for the provision of parking.

Phase 1 - Eligibility Phase - Completed

- September 7, 2021: Planning Commission recommended to Village Council eligibility approval of the 55 Elizabeth Street Apartment PUD application to the Village Council, as it satisfied the criteria of Section 11.02 of the Zoning Ordinance.
- September 7 2021: Village Council concurred with the Planning Commission's recommendation and granted eligibility approval of the 55 W Elizabeth Street Apartment PUD application as it satisfies the criteria of Section 11.02 of the Zoning Ordinance, with the condition that any requested changes be incorporated into the plan prior to Preliminary PUD Plan consideration.

Phase 2 Preliminary Plan Approval

- October 4, 2021: Planning Commission held a public hearing the Planned Unit Development (PUD) Preliminary Plan for 55 W. Elizabeth Street. Following the Public Hearing, the Planning Commission recommended conditional Preliminary PUD approval for the 55 Elizabeth Street Apartments to the Village Council as the proposed development maintains compliance with the PUD Eligibility Plan that was approved by Council and has largely addressed the 15 conditions that were previously discussed with the applicant during the Eligibility Plan and subject to the Village Manager taking the recommendation of

the possibility of purchasing the property located between the two proposed multi-family buildings to the Downtown Development Authority, further review of the use of the gymnasium for community events and the comments received during this public hearing.

Completed

- October 11, 2021: Village Council discussed the recommendation of the Planning and set a public hearing before Council on the proposed 55 W. Elizabeth Street Apartment PUD for October 25, 2021 @ 7:30 PM. **Completed**
- October 25, 2021: Village Council held a public hearing and approved the preliminary PUD Plan on October 25, 2021; this granted the applicant one (1) year to submit a final development plan to the Planning Commission for review and two (2) years to obtain final development plan approval. The applicant was also permitted by Ordinance to draft the PUD contract at this time, to be approved by the Council at a later meeting. **Completed**
- October 22, 2022: Village Council granted a one (1) year extension for submittal and approval of the final development plan to the Planning Commission. **Completed**

Phase 3 Final Development Plan Approval

- September 25, 2023: Planning Commission granted conditional approval of the final development plan and recommended approval of the PUD contract to the Village Council. **Completed**

Next Steps

- December 11, 2023: Village Council will consider approval of the PUD contract. The Council may impose conditions of approval, including, but not limited to:
 - Proof of ownership or control of all lands proposed for development, as shown in the plans, and described within the agreement.
 - In the event such proof cannot be furnished, an amended final development plan shall be submitted, reviewed, and approved by the Planning Commission prior to October 25, 2024 - the standing, extended deadline to receive such approval. An amended agreement would also be required. This does not preclude the developer from submitting

- Performance guarantee (financial surety in the form of an escrow fund or irrevocable letter of credit) for completion of improvements, in order to cover the estimated costs of such improvements.
- Final site, construction, and engineering plans shall be submitted within six (6) months of final development plan approval for administrative review. All conditions of final development plan approval and PUD contract approval shall be met during administrative review. Construction shall lawfully commence within one (1) year of final development plan approval.

RECOMMENDED MOTION: To approve the agreement between the Village of Lake Orion and West Village 55, LLC for the proposed Planned Unit Development located at 55 W. Elizabeth, conditioned upon the developer providing proof of ownership or control of all land proposed for development and further conditioned upon the developer remitting a performance guarantee in the amount of \$_____ to ensure faithful completion of proposed improvements.

ATTACHMENTS:

West Village 55 PUD Agreement_engineeers rewrite (approved_12.5.23)

McKenna PUD review 11.7.23

NF Engineer M900 LT-04 Final PUD Review #4

PUD response -West Village 11.17.23

23_12_6 PUD RESPONSE - OneDrive (sharepoint.com)

10656-2 - Site Plan

VIEW 3.1

VIEW 4.1

Exhibit A_-_55_W_Elizabeth_Street_Legal Description

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development (PUD) Agreement is by and between WEST VILLAGE 55, LLC, a Michigan limited liability company whose address is 79 Oakland Ave, Pontiac, MI 48342 (Developer), and The Village of Lake Orion 21 East Church Street, Lake Orion, MI 48362-3212, a Michigan municipal corporation (Village).

RECITALS

Whereas, Developer is the owner of the property described on the attached and incorporated Property Description Exhibit A (the Property), located in the Village of Lake Orion, Oakland County, Michigan; and

Whereas, Developer voluntarily proposed redevelopment of the Property as a PUD and has applied for approval of an amendment to the Village of Lake Orion Zoning Ordinance granting a rezoning of the Property to PUD, with such redevelopment to include renovation of the historic LO school building into 29 loft style apartments plus the construction of a new apartment building with 60 units, totaling 89 units for the PUD, including the repurposing of the gymnasium into an event space for public use; and

Whereas, Developer is the developer and proprietor of the West Village 55 Planned Unit Development (sometimes also referred to as the Development); and

Whereas, as part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined herein), which Developer and Village agree are necessary to (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) ensure compatibility with adjacent uses of land, (3) promote use of the Property in a socially and economically desirable manner, (4) meet the eligibility provisions of the Village of Lake Orion Zoning Ordinance Article 11.02 (A through F), and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.; and

Whereas, pursuant to a duly called meeting of the Village Council, the Village has reasonably considered the necessary recommendation of the Village of Lake Orion

Planning Commission and determined that it is appropriate to permit Developer to develop the Property as a PUD; and

Whereas, for the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property to the West Village 55 Planned Unit Development, the parties have entered into this Agreement to be effective on the effective date of the Village council resolution granting approval of the Planned Unit Development.

Now, therefore, as an integral part of the grant of the rezoning of the Development Parcel and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. DEFINITIONS AND COVENANTS

In addition to certain terms defined in other sections of this Agreement, the Village and Developer agree that the following definitions and covenants contained therein shall apply to this Development Agreement:

- 1.1 “Village Ordinances” means all ordinances, enactments, rules, regulations and policies of the Village, including, but not limited to, zoning and land use ordinances and requirements; building codes and standards, ordinances, uses and requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements and conditions; ordinances, rules and regulations governing utilities, roads, curb cuts, site improvements, sidewalks, lighting and similar improvements; ordinances and rules assessing tap-in fees, connection charges, use fees, and any other fees, charges and expenses; and police, safety and traffic rules and regulations.
- 1.2 “Developer’s Site Plan” means any required Site Plan submitted by the Developer, as reviewed, considered and recommended by the Village Planning Commission, and approved by the Village Council.
- 1.3 “Planned Unit Development Agreement” means this Agreement by and among the Village and Developer.
- 1.4 “Development Parcel” means the parcel(s) that are subject to the Planned Unit Development, the legal description for which is attached as Exhibit A.
- 1.5 “Improvements” means those features and actions associated with a project which are considered necessary and required by a Village permit or approval or

Ordinance to protect natural resources, or the health, safety, and welfare of the residents of the Village and future users or inhabitants of the proposed project or project area, including roadways, lighting, utilities, landscaping, parking, paving of parking and circulation areas, screening, and drainage. “Improvements” does not include the entire project which is the subject of the approval (see Sec. 2.02 Village of Lake Orion Zoning Ordinance).

- 1.6 “Party” or “Parties” means any one or more of the Village and Developer.
- 1.7 “PUD Plan” means the drawings and plans attached as Exhibit B as revised to satisfy any and all conditions imposed by the Village Council.
- 1.8 “Planned Unit Development” means the designation of the Development Parcel as a Planned Unit Development pursuant to the Zoning Ordinance provisions and developed in accordance with this Agreement, the PUD Plan and in compliance with all Laws and Village Ordinances.
- 1.9 “Transfer” or “Transferred” means the sale, exchange, assignment, conveyance, exchange, transfer, or other disposition in one or more transactions or events, directly or indirectly, of the legal or beneficial interest in all or any part of (a) the Developer’s interest in the Development Parcel, or (b) this Planned Unit Development Agreement or any beneficial interest therein; provided, however, that Developer may at any time freely (i) mortgage all or any part of the Development Parcel, or (ii) sell or lease or otherwise convey all or any part of the Development Parcel to an entity affiliated with Developer, or to any other Person or entity who agrees in writing to abide by the terms and conditions of this Planned Unit Development Agreement and the PUD Plan (each, a “Permitted Transferee”), none of which shall be prohibited by this Development Agreement or otherwise.

2. **DESCRIPTION OF PROJECT**

- 2.1 **Project Description.** The Project involves the development of the Development Parcel as contained in the PUD Plan and attached as Exhibit B. The project shall be constructed in compliance with the approved PUD Plan and owned, operated, maintained and used in compliance with this Agreement and any and all Laws and City Ordinances.
- 2.2 **Development Parcel.** The property described in Exhibit A.
- 2.3 **PUD Plan.** The Project is depicted in the PUD Plan attached as Exhibit B, which was part of the Planning Commission approval, as revised to satisfy any and all conditions imposed by the Planning Commission. The Developer shall, or shall

cause Permitted Transferees, to prepare and submit final construction documents consistent with the PUD Plan for each building (if applicable) and necessary to comply with all applicable Laws and City Ordinances.

2.4 Zoning. The Development Parcel is now hereby zoned Planned Unit Development pursuant to the Village Ordinances.

2.5 Permitted Uses. The Development parcel shall be used for the construction and development of the original school building, and its 25 classrooms, office(s) and general purpose areas of the current structure, which is approximately 41,500 square feet, into 29 loft-style apartments; and, a newly constructed building, approximately 66,500 square feet, into another 60 apartments. Also included in this plan will be a commercial use of the existing historic gymnasium. All uses are supported by parking as identified on the approved PUD Plan.

3. ESTABLISHMENT OF PUD, USE APPROVAL AND PUD PLANS

3.1 Establishment of the PUD and Approved Uses. The Development Parcel has been established as a Planned Unit Development under Article 11 of the Village Zoning Ordinance. Those uses described in Section 2, as well as, the uses identified in the PUD Plan along with such accessory and temporary uses that are customarily incidental to that permitted use as are approved by the Village under the Village Zoning Ordinance and this Agreement.

3.2 Approved Final PUD Plan. The PUD Plan consists of the individual plans listed on Exhibit B attached hereto. The PUD Plan has been approved by the Village as a Final PUD Site under the Village Zoning Ordinance.

3.3 Adherence to Plans. Developer has the authority and shall be responsible for completing the PUD in conformity with the Village Zoning Ordinance and this Agreement. The Development Parcel shall be developed in conformance with the PUD Plan, PUD Conditions and this Agreement and all future Owners shall be bound by the terms of this Agreement and Developer's authority and responsibility as stated herein.

3.4 Adherence to Ordinances. Except as otherwise provided herein, Developer shall adhere to all existing ordinances of the Village. In approving the PUD Plan, the Village has approved the deviations from the Village Zoning Ordinance that are identified in the attached Exhibit C. All improvements constructed in accordance with this Agreement, the PUD Plan and PUD Conditions shall be deemed to be conforming under the Village Zoning Ordinance, and in compliance with all ordinances of the Village as of the date of this Agreement.

- 3.5 Storm Water Drainage. Developer, at its sole expense, shall construct and maintain a storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, state laws, codes, standards (including any mutually approved operational agreements requested by the Village), and regulations, as well as all approved plan(s) referencing the PUD or project.
- 3.6 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems in accordance with the approved PUD Plan and all applicable Village, state, and county standards, codes, regulations, ordinances, and laws. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements, constructed and installed in accord with the issued permit(s) for the Development, convey and dedicate all interest in such facilities to the Village by providing and executing documents and title work in accordance with all applicable Village ordinances and requirements.
- 3.7 Drives and Parking Lots. All drives and parking lots within and for the Development shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of the Village, the PUD Documents, and the approved PUD Plan. Developer shall cooperate in the establishment and recording of necessary easements over adjoining properties in order to provide access to the Development, and to meet all parking requirements set forth in the PUD documents.
- 3.8 Timing and Phasing of Development. The timing and construction of the PUD shall be in accordance with the PUD Plan. The construction of any element (or block of units) may proceed independently of the commencement or completion of the other elements/units, provided that the construction adheres to the PUD plan, PUD Conditions and the provisions of this Agreement, and is in accord with any permit(s) issued by the Village for such timing and construction.

4. **EASEMENTS AND COVENANTS**

- 4.1 Easements, Covenants and Restrictions. Developer shall execute and record any necessary Easements, Covenants and Restrictions against the Property to establish those easements that are necessary for the development and use of the Parcels as required by the Village Engineer. Such easements shall include, without limitation: (a) easements for the benefit of the Development Parcel to tie into and use certain sanitary sewer lines located within Development Parcel, (b) easements for the benefit of Development Parcel to tie into and utilize certain water lines within the Development Parcel, (c) an easement for the benefit of Development Parcel for ingress and egress to and

from Elizabeth Street and Lapeer Street, (d) an easement for the benefit of Development Parcel for ingress and egress to and from for the benefit of Development Parcel to utilize the drainage swale, retention/detention, and drainage facilities located within the property adjoining the development parcel to the south, presently owned by Lake Orion Community Schools, (f) easements for emergency vehicles, (g) an easement to perform landscaping maintenance, (h) an easement for the benefit of Development Parcel to drain storm water through and into the Storm Drainage and Detention Facilities. There has been submitted to the Village a proposed Declaration of Easements, Covenants and Restrictions, which contains the foregoing easements, and which is on file with the Village (the "Declaration of Easements, Covenants and Restrictions"). The Village approves the form of such Declaration of Easements, Covenants and Restrictions as part of the PUD plan.

- 4.2 Dedication of Sanitary Sewer Lines and Water Lines. Developer shall dedicate the water lines and sanitary sewer lines within Development Parcel to the Village and, in connection therewith, grant to the Village easements for the maintenance, repair and replacement of such lines. Provided that such lines conform to applicable Village specifications, following the Village's inspection and approval of such lines, the Village shall accept the lines as public improvements. Upon dedication and acceptance of the water lines and sanitary sewer lines as public improvements, the Village shall take all necessary action to vacate all unnecessary water and sanitary sewer easements that the Village is grantee under, which currently burden the Property. Until such time as the water and sanitary sewer lines are dedicated to and accepted by the Village the village shall grant, for the benefit of Development Parcel, easements to utilize and maintain the water lines and sanitary sewer lines within the Development Parcel as required and verified by the Village Engineer.

5. DEFAULT AND REMEDIES

- 5.1 Default by Developer. The Developer's or Permitted Transferees' failure to perform any of its obligations under this Agreement, which remain uncured for a period of thirty (30) days following written notice by the Village, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Developer or Permitted Transferees shall be entitled to an additional period of time to cure, provided and so long as the Developer or Permitted Transferees have diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence and the Developer or Permitted Transferees continue to prosecute the cure with due diligence and in good faith until cured. If Developer is not able to cure any such default within one hundred eighty (180) days of the written notice

of default from the Village, additional time to effect a cure may only be granted by the Village Council, which such extension shall not unreasonably withheld.

5.2 Village Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, the Village may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Village Council, or such other Council, body, or official delegated by the Village Council, to allow Developer an opportunity to be heard as to why the Village should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event Village determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Village Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by Village in its discretion, Village shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Village ordinances and/or state laws:

- 5.2.1 Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the Village to be appropriate. The cost and expense of making and financing such actions by the Village, including notices by the Village and legal fees incurred by the Village shall be paid by Developer. In the discretion of the Village, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by the Village in connection with such suit if the Village prevails in collecting funds.
- 5.2.2 Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from the Village and shall be afforded an opportunity to timely correct. In the event the Village obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by the Village in connection with such suit.
- 5.2.3 Issue a stop work order as to any or all aspects of the Development, deny

the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.\

- 5.2.4 Developer shall INDEMNIFY AND SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND the same from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like, which result from or arise in the course of out of, or as a result of the performance, mis-performance, or nonperformance of Developer's obligations under this agreement or the negligent construction or operation of public improvements covered thereby until the dedication of said public improvements is accepted by the Village and after the dedication of said improvements only if the occurrence giving rise to the claim predates the dedication.
- 5.3 Default by the Village. The Village's failure to perform any of its obligations under this Agreement, which remain uncured for a period of ninety (90) days following written notice by the Developer or Permitted Transferees, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Village shall be entitled to an additional period of time to cure as reasonably determined by the Developer or Permitted Transferees, but in no event beyond one hundred eighty (180) days, provided and so long as the Village has diligently commenced the cure within thirty (30) days of Developers notice and the Village continues to prosecute the cure with due diligence and in good faith until cured.
- 5.4 Default Remedies of the Developer. Upon an occurrence of an Event of Default by the Village, which remains uncured, after notice and failure to cure pursuant to this Development Agreement, the Developer or Permitted Transferees shall be entitled to the rights and remedies available at law or in equity.
- 5.5 Non-Liability of Individuals. No Village official, officer, employee, board member council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to the Developer for any default or breach by the Village of any obligation under this Development Agreement or in any manner arising out of the performance of this Development Agreement by any party or the PUD. Moreover, no member, partner, official, officer, employee, board member, attorneys, consultants, advisors, agents, and representatives of Developer or Permitted Transferees, shall be personally liable to the Village for any default or breach by any of them of any obligation under

this Development Agreement or in any manner arising out of the performance of this Development Agreement by any Party or the PUD.

6. MISCELLANEOUS

- 6.1 Binding Effect. This PUD Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this PUD Agreement shall run with the Property.
- 6.2 Authority. This PUD Agreement has been duly authorized by all necessary action of Developer and the Village, through the approval of the Village Council at a meeting duly scheduled and after appropriate notice was given, in accordance with the laws of the State of Michigan and the ordinances of the Village, duly resolving to approve the PUD Plan and this PUD Agreement and the terms contained herein. By the execution of this PUD Agreement, the parties each warrant that they have the authority to execute this PUD Agreement and bind the Property and their respective entities to its terms and conditions.
- 6.3 Amendment. This PUD Agreement shall only be amended pursuant to an instrument executed by the Village and Developer or their successors in title. No consent to the amendment of this PUD Agreement shall be required of any other Person, including mortgagees.
- 6.4 Captions. The captions preceding the text of each Article, section and subsection are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this PUD Agreement. capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this PUD Agreement.
- 6.5 Partial Validity. Invalidation of any of the provisions contained in this PUD Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof of the application thereof to any other person and the same shall remain in full force and effect.
- 6.6 No Partnership. None of the terms or provisions of this PUD Agreement shall be deemed to create a partnership or joint venture between Developer and the Village.
- 6.6.1 Agreement Jointly Drafted: The Developer has negotiated with the Village the terms of the PUD Documents and such documentation represents the project of the joint efforts and mutual agreements of the Developer and the

Village. The Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and the Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Development or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the development. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed and are necessary in order to (A) ensure that public services and facilities necessary for the Development will be capable of accommodating the Development; (B) protect the natural environment and preserve natural resources; (C) ensure compatibility with adjacent uses of land; (D) promote use of the Development in a socially and economically desired manner; and € achieve other legitimate objectives authorized under the Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the Development and all such improvements, without exception, are substantially related to the Village's legitimate interests in protecting the public, health, safety and welfare.

6.7 Not a Public Dedication. Except as an express statement to the contrary herein, nothing contained herein shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions of this PUD Agreement.

6.8 Time. Time is of the essence to this PUD Agreement.

6.9 No Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that such party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default under this PUD Agreement. No waiver by either party of any default under this PUD Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied *from* any omission by the a party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this PUD Agreement shall not be deemed to be waiver of any subsequent default in the

performance of the same provision or any other term or provision contained in this PUD Agreement.

- 6.10 Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of the Village and its successors, Developer, all future owners, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Development Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date of the Village Council's adoption of the Ordinance Granting the West Village 55 Planned Unit Development, and shall take effect on the effective date of Village's Ordinance.

WITNESS:

Print Name:

DEVELOPER:

WEST VILLAGE 55, LLC, a Michigan
 limited liability company

 Kyle Westberg
 Its: Manager

WITNESS:

Print Name:

STATE OF MICHIGAN)
 OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, by **Kyle Westberg, the Manager** of WEST VILLAGE 55, LLC, a Michigan limited liability company, on behalf of the company.

 Notary public, State of Michigan, County of _____.
 My commission expires _____.
 Acting in the County of _____.

WITNESS:

[Name of witness, typed or printed in black ink]

WITNESS:

[Name of witness, typed or printed in black ink]

VILLAGE:

Village of Lake Orion, a Michigan municipal corporation

[Typed name of authorized signer]
 Its: **[Title of authorized signer]**

[Signature line]
[Typed name of clerk]
 Its: Clerk

STATE OF MICHIGAN)
 [COUNTY] COUNTY)

Acknowledged before me in Oakland County, Michigan, of Village of Lake Orion, a Michigan municipal corporation, on behalf of the corporation.

[Notary public's name, as it appears on application for commission]
 Notary public, State of Michigan, County of [county].
 My commission expires [date].
[If acting in county other than county of commission: Acting in the County of [county].]

Drafted by:
[Firm name]
[Signature line]

Attachment: West Village 55 PUD Agreement_engineers rewrite (approved_12.5.23) (6458 : West Village: PUD Agreement)

[Typed name of attorney (P____)]
[Address, telephone, email]

When recorded return to:
[Name], Clerk
Village of [Village]
[Address, telephone]

LIST OF EXHIBITS

- A PROPERTY DESCRIPTION
- B PUD PLAN
- C APPROVED DEVIATIONS/VARIANCES



November 7, 2023

Darwin McClary, Village Manager
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: PC 23-004: The Flats & The Lofts of West Village: PUD Site Plan, Review #4

Mr. McClary:

West Village (the "Project") is a proposed multiple-family residential planned unit development (PUD) located at 55 W. Elizabeth and consists of the redevelopment of the former Lake Orion High School/Ehman Community Center (the 'Lofts') and the construction of a new building on the same property (the 'Flats'). The Lofts will include 29 apartments, office spaces, and meeting rooms – including a repurposed gymnasium that will serve as a community center and event space. The Flats will contain an additional 60 apartments, for a total of 89 dwelling units. The property is owned by West Village Owner, LLC (the Applicant).

PROJECT HISTORY, REVIEW, AND APPROVAL PROCESS

Rezoning (Map Amendment). In June 2021, the properties received Village Council approval to be rezoned from RV, Village Single Family Residential to the RM, Multifamily Residential District; the rezoning allowed for the development of multiple family residential units on the site.

PUD Eligibility. The Project received both Planning Commission and Village Council approval for PUD Eligibility in September 2021, including approval of the concept plan with a mix of uses and 89 residential units.

Preliminary PUD Plan. The Planning Commission held a public hearing for the Preliminary PUD Plan on October 4, 2021, and following deliberation, made a recommendation to Village Council for approval. Village Council subsequently granted Preliminary PUD Plan approval later that month. Final PUD approval would need to be received within 1-year of the preliminary approval, for which a 1-year extension was granted in November 2022.

Final PUD Plan (current step). The Planning Commission approved the site plan on September 5, 2023, and recommended approval of the PUD agreement to the Village Council. The Village Council will make a final decision whether to execute the PUD agreement and allow the project to proceed as proposed. Should the Council make any conditions warranting additional Planning Commission review, an amended site plan would require approval prior to the project moving forward for permitting.

Upon final site plan approval, the Applicant has stated their desire to apply for building permits concurrently with final engineering review. Construction must commence within 1-year of final PUD approval.

Construction / Engineering Review. Once the necessary approvals have been received from the Planning Commission and Village Council, the project must undergo a detailed engineering review of proposed site improvements.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

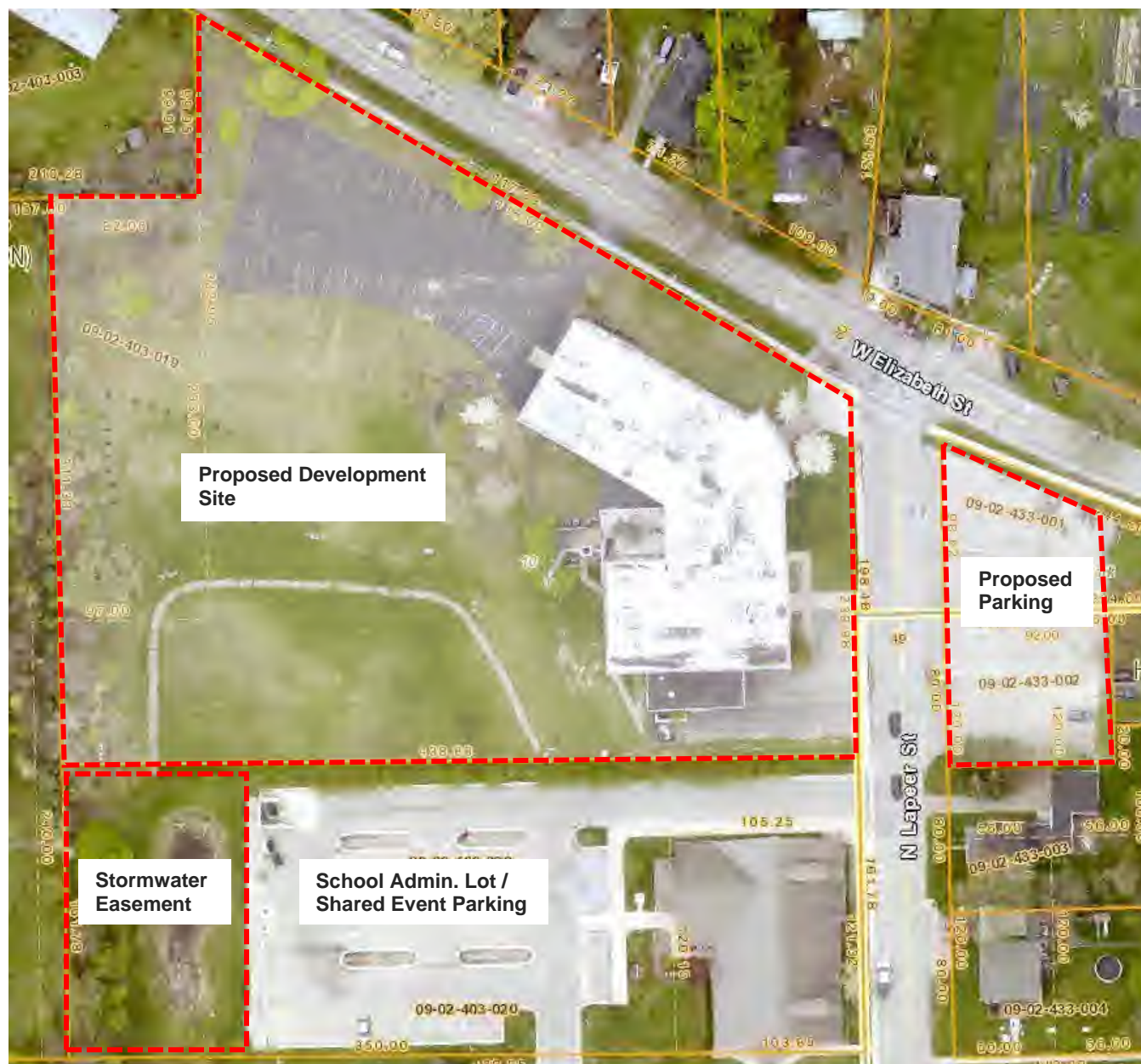
O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

Attachment: McKenna PUD review 11.7.23 (6458 : West Village: PUD Agreement)



SITE CONTEXT



Attachment: McKenna PUD review 11.7.23 (6458 : West Village: PUD Agreement)



SUMMARY OF COMPLIANCE

A summary of the site plan review findings is detailed in the table below. Further specifications, review, and recommendations regarding the site plan and various PUD considerations are detailed on the following pages.

Ordinance Standards	Compliance	Comments
Data Required	<u>May Comply</u>	Proof of ownership required.
Use / Harmonious Design	Complies	n/a
Dimensional Standards	<u>May Comply</u>	Site area discrepancy.
Natural Features / Landscaping	Complies	Mechanical equipment to be shown during engineering.
Access / Circulation	<u>May Comply</u>	Fire Department approval required for new emergency access layout; neighbor access easement recommended.
Parking / Loading	Complies.	Identify 12 on-street, off-site parking.
Building Design / Architecture	Complies	To be addressed during Building Department review.
Engineering / Stormwater Management	<u>May Comply</u>	Village Engineering review required.
Lighting	Complies	n/a



Site Plan Review

Standards for Site Plan Approval are set forth by [Article 19: Administrative Procedures and Standards](#). This project is reviewed against the Village's [Zoning Ordinance](#), Master Plan, existing site conditions, and sound planning and design principles. We offer the following comments for your consideration:

1. DATA REQUIRED

Section 19.02(D) stipulates the required information needed for site plan review. The following information remains outstanding:

1. Proof of ownership; the applicant does not yet have legal title to the annexed property (parking lot) described in the site plan. This proof of ownership or purchase option shall be provided prior to issuance of building permits. If title cannot be acquired, new data for parking and density would be required in an amended site plan and PUD agreement.

2. USE & HARMONIOUS DESIGN

Zoning Ordinance Standards: *All elements of the site must be harmoniously and efficiently designed in relation to the topography, size, and type of land, and the character of the adjacent properties and the proposed use. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding properties for uses permitted on such property.*

Findings: The site is zoned the RM, Multiple Family Residential District where the residential uses are outlined and permitted in section 5.02. The Intent section of Article 5 reads:

... to address the varied housing needs of residents of different age and family groups by providing various types and sizes of residential dwellings for ownership or rental at a higher density than is permitted in any of the Single Family Residential Districts. Multiple family housing should be located near major thoroughfares and collector streets for good accessibility and must be designed so as not to overtax existing community facilities, utilities or services.

The proposed mixed-use development, including the main component: 89 apartment units, is a suitable development type for the underlying RM, Multiple Family Residential District. The Project adheres to the accessibility intent of the district as it is located near two major thoroughfares (West Elizabeth Street and Lapeer Road). The development is also strategically designed to integrate with the sloping terrain in the middle of the site, allowing an additional lower level of living space while maintaining visual harmony with the historic Ehman Center structure and the surrounding neighborhood.

3. DIMENSIONAL STANDARDS

Zoning Ordinance Standards: *The site plan must comply with the district requirements for minimum floor area, height of building, lot size, yard space, density and all other requirements as set forth in the Schedule of Regulations.*

Findings: The Project complies with the dimensional standards of the RM, Multiple Family Residential District. The table below outlines the dimensional standards required and whether compliance has been met:



Dimensional Measurement	Required	Proposed	Comments
Min. Lot Area*	329,200 sq. ft.	~135,165 sq. ft. (3.08 acres)	<u>May Comply, see below*</u>
Min. Lot Frontage	70'	417.89'	Complies.
Front Yard Setback	25'	38.4'	Complies.
Min. Side Yard Setback	15' (each)	25.5' (west); 38'.8 (east)	Complies.
Min. Rear Yard Setback	25'	30'	Complies.
Min. Floor Area: 1-Bedroom Unit	600 sq ft.	>600 sq ft.	Complies.
Min. Floor Area: 2-Bedroom Unit	800 sq. ft.	>800 sq. ft.	Complies.
Min. Floor Area: 3-Bedroom Unit	1,000 sq ft.	>1,200 sq ft.	Complies.
Max. Building Height	40'	36' (to the roofline)	Complies, see below**
Max. Lot Coverage (Buildings)	35%	24%	Complies.

*Section 12.02(h) stipulates 15 dwelling units per acre are allowed in the RM District, which would allow up to 49.5 units under the previously assumed lot area (3.3 acres), as shown in the plans presented for preliminary PUD approval. PUDs are allowed certain density bonuses – 1.5 times (or 50%) plus 1.2 times (or 20%), per the Ordinance that was in place at the time, and which the Planning Commission and Village Council granted preliminary PUD approval in 2021, for a maximum of 89 residential units.

Previous 2023 submittals retained the 3.3-acre site area; however, the current site plan details a site area of 3.08 acres, which would allow for up to 83.7 units based on the previous Ordinance bonus percentages, or 69.3 units based on current Ordinance language. **Clarification required.**

**The site plan shows the roof line at 36-feet above grade, with parapet walls extending to 38-feet and 41.5-feet above grade. Per the Ordinance definition for 'building height' as the highest point of the roof surface, the design complies.

4. NATURAL FEATURES, SCREENING & LANDSCAPING

Zoning Ordinance Standards: *The existing natural landscape shall be preserved in its natural state as much as possible, by minimizing tree and soil removal and by topographic modifications that result in maximum harmony with adjacent properties.*

There must be reasonable visual and sound privacy. Fences, walks, barriers, and landscaping must be used, as appropriate, for the protection and enhancement of property and the safety and privacy of occupants and users.

Findings: Since the site was previously developed and consists of the former school building, sports field, and parking lot, the applicant is enhancing the property through additional landscaping, pedestrian amenities, and preserving a historic structure.



Diversity of Landscaping Materials. No single species shall consist of more than 20% of any particular type of plant material provided on a site. The proposed landscaping plan complies, as it illustrates a variety of planting types that include multiple species and sizes of deciduous, ornamental, and evergreen trees as well as shrubs, grasses, and ground covers.

Parking Lot Interior. Landscaping areas equivalent to 5% of the vehicle use area are required for all parking lots of 20 spaces or more. One deciduous tree is required for every 150 square feet of interior landscape area. The applicant has provided a breakdown of the vehicular use area for each lot and has provided more than the required amount. The applicant has provided the square footage for each parking lot landscape island and associated landscaping and complies with Zoning Ordinance standards.

Parking Lot Perimeter. Per Section 15.02, perimeter landscaping shall be provided along the edge of any parking lot facing and located within 100 feet of a public right-of-way; including a minimum of one deciduous shade tree per each 30 linear feet and a continuous hedge of deciduous or upright evergreen shrubs planted not more than 30 inches on center. The site's northern (Elizabeth Street) parking lot has approximately 144 linear feet of frontage, exclusive of driveways, requiring 5 trees and a continuous hedge of upright shrubs. This landscaping is provided.

As per our previous recommendations, the applicant has provided dense evergreen screening along the proposed parking lots to shield residential properties along with foundational landscaping for the existing school building and proposed building.

Other. The applicant has noted that mechanical equipment details will be provided once equipment specifications are finalized.

Environmentally Sensitive Design. In addition to the adaptive reuse of the former school building, the applicant proposes on-site EV charging, open green space, and landscaping improvements. The applicant has made an effort to include tree species native to Michigan (white pine, sugar maple, tulip trees, etc.) As a PUD, additional design features are encouraged. The applicant has noted that the Project will utilize geothermal heating and cooling. In addition, the project will share and expand neighboring stormwater systems to meet the needs of both properties. Complies.

5. ACCESS & CIRCULATION

Zoning Ordinance Standards: *All buildings or groups of buildings shall be so arranged as to permit convenient and direct emergency vehicle access.*

The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets or pedestrian or bicycle pathways in the vicinity of the site. Streets and drives that are a part of an existing or planned street system serving adjacent developments shall be of an appropriate width to the volume of traffic they are planned to carry and shall have a dedicated right-of-way equal to that specified in a recognized source of reference.

There shall be a pedestrian circulation system that is insulated as completely as possible from the vehicular circulation system.

Where the Planning Commission determines, after expert consultation, that public safety would be substantially promoted in a particular location by reducing the number of points of ingress and egress



between private property and an adjoining highway, cross-access may be required. Shared drive approaches between adjoining parcels may also be permitted under this Section.

Findings:

Vehicular Access. Access to the site's northern 'Lofts' parking lot (facing Elizabeth) is provided via two, 30-foot-wide, two-way drives off Elizabeth. Access to the site's southern 'Flats' parking lot (facing the southern property line) is provided via one, 26-foot-wide, two-way access drive off Lapeer. Additional parking is proposed on the east side of Lapeer in the form of two small lots, one intended for public/Village parking and the other intended for residents and guests of the Lofts.

On-street parking is also shown along Elizabeth (four spaces) and Lapeer (two spaces).

The residential neighbor (347 N Broadway Street) to the east of the 'Lofts' parking lot annex (east of Lapeer) will see vehicular access cut off to the existing gravel parking spaces on their property. The neighbor has no other vehicular access to their lot and has relied on access from the existing Village lot. The applicant has noted that the property owner will be pursuing alternative vehicle access to their property; however, we recommend that an access easement be provided.

The site plan demonstrates adequate turning for both fire trucks and garbage trucks; however, the garbage truck is shown going through the retaining wall. Given the location of the retaining wall has changed, Fire Marshal approval is required.

Pedestrian Connectivity. The site has existing concrete sidewalks along the road rights-of-way and a continuous network of interior walkways is proposed around the 'Flats,' connecting both parking lots and buildings. The site plan shows designated bike parking near the north and south parking lots.

Previously, the interior walkways ranged from 5- to 10-foot wide. Per our previous recommendation, the applicant has reduced the pavement width to a range of 5 ft to 7 ft in order to reduce non-permeable surfaces.

The applicant has proposed to install a sidewalk along the east side of Lapeer in order to improve the walkability of the site and to ensure the longevity of the landscaping, per our previous recommendation. Further, crosswalk striping and flexible bollard signage has been proposed across Lapeer Street and is subject to the approval of the Village Council. This item is subject to further review by the Village Engineer.



6. PARKING & LOADING

Zoning Ordinance Standards: *Off-street parking, loading, and unloading areas and outside refuse storage areas, or other storage areas that face or are visible from adjacent homes, or from public thoroughfares, shall be screened by walls, fencing or landscaping of effective height.*

Findings: Off-street residential parking is located within two primary lots on the site and one smaller, annexed lot across Lapeer, though this area is contested. On-street parking is proposed for the event space, in addition to the modified Village parking lot across Lapeer, existing on-street parking, and parking available in the school administration parking lot to the south of the site.

All parking is designed at 90-degree angles and meets the dimensional requirements of Article 14.

Residential Units. Section 14.02(B) requires two off-street parking spaces per dwelling unit; with 89 dwelling units proposed, 178 parking spaces are required, however, the Planning Commission can modify these requirements. During the PUD Eligibility phase, this project was approved for 136 residential parking spaces. 132 dedicated, off-street parking spaces are identified. 6 additional on-street parking spaces are identified immediately adjacent to the Lofts. We find the provided parking would meet the intent of the preliminary PUD approval.

Assembly (Event Space). One space per three persons at maximum occupancy is required, and with a capacity of 200 persons, 67 parking spaces are required. The applicant proposes 55 spaces located in the school administration lot to the south – available on nights and weekends – as well as 14 public parking spaces in the proposed Village parking lot across Lapeer Street, for a total of 69 identified parking spaces. The site plan notes 12 off-site, on-street parking spaces within 300 feet of the site; however, these are not identified in the plan. The applicant should show or explain the location of the additional 12 on-street parking spaces.

Further, the applicant has submitted a shared parking agreement with the school district for the use of the school administration lot (see Exhibit C). This shared parking agreement must be found acceptable to the Village attorney.

Loading Zone. With the proposed 3,992 sq ft. event space, one (1) loading zone is required on the site. The applicant provides one loading zone on the northwest side of the north parking lot. Although the applicant complies, we highly recommend the applicant consider moving the loading zone closer to the event space.

7. BUILDING DESIGN & ARCHITECTURE

Zoning Ordinance Standards: *Building design and architecture shall relate to and be harmonious with the surrounding neighborhood in terms of texture, scale, mass, proportion, materials, and color. Buildings should be designed with stylistic harmony and aim to serve people of all ages and abilities.*

Findings:

Building Design. The existing building on site, the former Lake Orion High School and Ehman Community Center, was built in 1927. The building, with a footprint of over 17,000 sq. ft., has a flat roof and consists of three levels. The exterior of the former school building, now the 'Lofts,' will remain largely unchanged. As such, the building will retain its historical charm, including arched entryways, faux columns, unique brickwork,



and subtle stepped cornices. By nature of the existing grade change, some of the lower-level units will have direct access outside, though most will simply retain the large windows and high ceilings of the old building.

The proposed Flats building, with a similarly sized footprint as the Lofts, is proposed to be four stories, including a lower level only visible from the east, west, and south. This design is intended to take advantage of the existing sloping terrain, providing an additional floor of living space while not exceeding building height requirements. This aids in maintaining harmony with the surrounding neighborhood and existing school building.

The proposed Flats building has a flat roof with parapet walls that vary in height across all elevations, providing relief to the large building. Patios are proposed on the lower levels with balconies on the upper levels. Balconies on the upper levels contain a decorative horizontal railing. Building materials vary across the facades, providing visual interest; however, the proposed building façades are consistent with each other.

Building Materials. The Lofts will retain the historical brick and limestone from the former school building, while the Flats will have a contemporary composition. All sides of the Flats building are consistent in terms of material type, primarily comprised of utility brick, decorative precast panels, split face blocks, 8" horizontal composite siding, and 8" vertical composite siding. Limestone bands, brick soldier course, and brick rowlock course provide transitions between materials and relief.

In terms of color, the brick and limestone should match closely with the former school building to ensure some visual consistency. The proposed colors of the composite siding include grey and blue along with limestone and red brick. The Planning Commission was provided materials, which were approved by the Planning Commission at the September 5, 2023, Planning Commission meeting. The applicant has provided colored renderings, per our previous recommendation.

Cross sections and elevations of the proposed dumpster enclosure and retaining wall have been provided. The plans note that the proposed dumpster enclosure will have 8" split-face block that will match the building and the proposed retaining wall will include a Kodah Gravity Wall, similar in color to the brick.

8. ENGINEERING / STORMWATER MANAGEMENT

Zoning Ordinance Standards: *Appropriate measures shall be taken to ensure that the removal of stormwater will not adversely affect adjoining properties or the capacity of the public storm drainage system and shall comply with State and Federal standards. Provisions shall be made for the construction of stormwater facilities, and the prevention of erosion and dust. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicles or pedestrian traffic and will not create nuisance ponding in paved areas.*

Adequate services and utilities and improvements shall be available or provided, located and constructed with sufficient capacity and durability to properly serve the development. All utilities shall be located underground unless modified by the Planning Commission based on persuasive evidence provided by the applicant indicating it is not feasible to locate utilities underground. Where possible and practical, drainage design shall recognize existing natural drainage patterns.

Findings: All stormwater and utility requirements must be addressed to the satisfaction of the Village Engineer.



9. LIGHTING

Zoning Ordinance Standards: *Exterior lighting shall be so arranged so that it is deflected away from adjoining properties and so that it does not impede vision of drivers along adjacent streets.*

Findings: Building-mounted, light pole, and bollard fixtures are proposed throughout the Project site. The manufacturer's cut sheets for all lighting types have been provided.

20-foot pole lights are proposed for the parking lots and wall-mounted lights are proposed between 7.5-feet and 13-feet high around both buildings; 3.5-foot bollard lights are proposed along the walkways.

Although the maximum proposed lighting height is 22 feet, one light fixture (F1) is proposed to be at 30 feet. However, this light fixture has been indicated to be used for security purposes and the applicant is replacing the existing light fixture.

Standards	Required	Proposed Lighting	Comments
Max. Height of Light Fixtures	Less than 22 ft., or height of building	30 ft.	Complies.
Max. Illumination at Any Given Point	10.0 fc.	10.0 fc.	Complies.
Avg. Illumination of Parking Lot	1.0 fc.	1.0 fc.	Complies.
Max. Illumination at the Property Line	0.5 fc.	0.5 fc.	Complies.



Recommendation

We appreciate the project team's efforts in revising their site plan package for the redevelopment of this site. Some outstanding items remain; however, we *recommend that the Village Council approve the site plan and PUD agreement for the proposed Lofts and Flats at West Village at 55 W. Elizabeth Street (Parcel#: 09-02-403-019), subject to the following conditions:*

- *Proof of ownership of Parcel 09-02-433-002 is provided. Should the applicant fail to prove ownership of this parcel, they shall provide an amended PUD site plan showing a recorded, permanent easement of the stormwater basin for purposes of meeting density requirements; Planning Commission and Village Council review of the amended PUD site plan will be required.*
- *Clarification of site area discrepancy is provided.*
- *Access easement and curb cut provided for 347 N. Broadway parking.*
- *All mechanical equipment is shown and screened appropriately.*
- *Village Engineer approval of stormwater, landscaping, grading, and utilities; including all necessary Oakland County permits.*
- *Village Attorney approval of shared parking agreement and density calculations.*
- *Fire Marshal approval of emergency access for the site.*
- *Building Official approval of construction plans.*

If you have any questions, please do not hesitate to contact us. Thank you.

Respectfully submitted,

McKENNA

Gage Belko, AICP
Associate Planner

Ashley E. Amey
Assistant Planner

cc: **Village Manager**, Mr. Darwin McClary (mcclaryd@lakeorion.org) 21 E. Church Street, Lake Orion, MI 48362
Village Clerk, Ms. Susan Galeczka (galeczkas@lakeorion.org)
Village Engineers, Ms. Carol Thurber and Ms. Wendy Spence
Village Fire Marshal, Mr. Jeffrey Williams
Village Attorney, Ms. Mary Kucharek

Attachment: McKenna PUD review 11.7.23 (6458 : West Village: PUD Agreement)

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

October 30, 2023

Darwin McClary
Village Manager
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Re: West Village PUD
Final PUD Review #4
NFE Job No. M900

Dear Mr. McClary:

We have reviewed the fourth submittal of Final PUD Plans for the above referenced site. Our review is consistent with the requirements of Article 11 and Article 19 of the Zoning Ordinance, Section D – Required Information, relevant sections of the Zoning Ordinance related to the zoning district, Title XV: Land Usage, of the Lake Orion Code of Ordinances, and sound engineering design principles. For clarity, we have retained the same comment numbering as for review #3 and the applicant's response to same, and have begun our comment in bold with the current status of the issue. We offer the following comments:

From preliminary PUD requirements:

1. **UNRESOLVED:** The applicant has provided another updated legal description. Again, however, inconsistencies remain between the written legal and the drawing, specifically in the leg between the point of commencement and point of beginning.

From Final PUD requirements:

1. **Resolved:** The applicant has provided corrected vehicle maneuvering paths for the Orion Township platform truck as requested.
2. **Resolved, except:** The applicant has added a garbage truck maneuvering template. We note, however, that the vehicle is shown driving through the proposed retaining wall, an apparent drawing error.
3. **Resolved:** The applicant has added curbing as requested along the east side of Lapeer Street.
4. **UNRESOLVED:** The applicant has addressed the issue of pedestrian access to the dumpsters by moving the proposed retaining wall closer to the cell tower site. However, this approach has eliminated the personnel access route previously accepted by the Fire Marshall. While conferring with the Fire Marshall on October 30, 2023, he expressed serious concerns with the "pinch point" this creates. Provide personnel access from the lower parking lot level to the rear of the existing school building.
5. **Resolved:** Parking and drive aisle dimensions have been adjusted to meet Ordinance requirements.
6. **Resolved:** Applicant has added signage as recommended.

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NFE-ENGR.COM

PHONE: 586.739.0939
FAX: 586.739.6994

7. **Resolved:** Plans now include curbing and drainage improvements to Elizabeth Street as recommended.
8. **Resolved:** Plans show Elizabeth Street right-of-way east of Lapeer Street as required and show all proposed improvements are outside of the right-of-way.
9. **Resolved, except:** The second copy of sheet SP 101 has been removed as requested but is still listed on the Drawing Index on CS 100.
10. **Resolved:** The extraneous lines have been removed.

The following items can be addressed during review of the engineering plans. Comments are provided to allow the design engineer to incorporate changes as needed in the final design.

11. **Noted:** Light pole locations have been or can be designed to avoid utility conflicts.
12. **Resolved, except:** Hydrant locations are now consistent between plans, however Design and Construction Standards adopted under Ordinance 31.26 state that *"Hydrants shall be located for double coverage, but in no case shall they be located closer than thirty-five (35') feet from a single-family residence or fifty (50') feet from other structures"*. Conferring with the Fire Marshall on October 30, 2023, he has agreed that the hydrant can be located within the end parking island which will provide approximately 43' of clearance. Bollards may be required. This can be shown in the engineering design plans. Also, we note that the pavement hatch on the Utility and Geometry Plan indicates the islands of the south parking lot are to be paved. We presume this is a drawing error, and the Landscape Planting Plan shows landscaped islands as required.
13. **Noted:** Applicant has stated that all stormwater management requirements of the OCWRC, as adopted by Lake Orion, will be met.
14. **Resolved:** Standard Notes have been revised as requested.
15. **Noted:** Applicant has stated that final grading will meet Ordinance requirements.
16. **Noted, except:**
 - The revised retaining wall location, now even closer to the tower base, places it within the cell tower easement. We maintain our concerns regarding wall construction potentially affecting structural stability of the cell tower. **In addition, the revised wall location now encumbers up to half the width of the existing access easement, which may violate the easement conditions.** Approval or a letter of no objection from the tower owner **will be required as part of the engineering review.**
 - Applicant has stated that the homeowner at 347 N. Broadway is pursuing alternate driveway access. If the applicant proves ownership of the eastern parking lot parcel, **we recommend the Village require applicant to provide an access easement** in the event that the resident is not successful in finding an alternate.
17. **Noted, except:** The existing 15' access and utility easement in favor of the cell tower owner only overlies the proposed driveway by approximately 2', with the majority of the easement covering the treed lawn area between the proposed drive and the driveway on the school district site. We recommend the applicant provide an easement over the proposed driveway to secure legal access across an actual vehicle-accessible route to the tower site.

Darwin McClary
October 30, 2023
RE: West Village Final PUD Review #4
Page 3 of 3

Due to the extent and nature of the comments above, additional comments may appear in future reviews.

Complete Engineering Plans meeting the requirements of Ordinance 31.26 and the Village of Lake Orion Design and Construction Standards must be submitted for review, and no construction shall begin prior to engineering approval.

We recommend that the plan be revised and resubmitted subject to the above comments. If you have any questions, please do not hesitate to call.

Sincerely,

Nowak & Fraus Engineers



Wendy E. Spence, PE
Sr. Project Manager

CC: Laura Haw, McKenna
Gage Belko, McKenna
Wesley Sanchez, DPW Director
Todd Stanfield, Interim Chief of Police, Lake Orion
John Pender, Assistant Chief, Orion Township Fire Department
Jeffrey Williams, Fire Marshall, Orion Township Fire Department
David Goodloe, Building Official, Orion Township
Susan Galeczka, Clerk, Lake Orion

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NOWAK & FRAUS ENGINEERS

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November 17, 2023

Village of Lake Orion Council
 21 East Church St.
 Lake Orion, MI 48362

RE: Response to consultant comments letters for PUD approval of the West Village Project.

Dear Council members.

Please accept this letter as our response to comments that we received from McKeena dated 11.7.2023 and NF Engineers dated 10.30.23. For purposes of ease, I will only comment on non-resolved issues.

McKenna Letter Recommendation Comments on page 11.

1. We have an agreement with the Lake Orion School District with an easement to expand and use their current stormwater basin for use on our project. The area of this piece of land will be used for our density calculations and with it the project will exceed the requirements as provided in the initial PUD approval. We also have an agreement with the district for them to provide 16 parking spaces to replace the 16 spaces lost due to the ownership issue of parcel 09-02-433-002. Therefore, we would like approval at this meeting to move forward with this plan. We understand that an amended site plan approval will need to occur, but we request that we do not need to receive an amended PUD approval.
2. 347 N. Broadway. Since the ownership of parcel 09-02-433-002 is not in our control, we are unable to provide a easement for this site. However, there is currently access to the driveway. The property owner is seeking a easement from the village from Elizabeth street to their property for a new driveway location.

NF Engineers comments for unresolved items:

1. The survey has been updated and submitted to NF for their review and approval. This should be resolved.
3. The fire department has access to the rear of the school building from the north parking lot. The grade on the site drops 16 feet from the north parking lot to the south parking lot. We have not provided any walkable access from the south parking lot to the back of the building in any of our plans. This was a recommendation by the fire marshal and not a requirement. We ask that you decline this recommendation.

The remaining comments from McKenna and NF engineers are either resolved or will be addressed during final engineering.

Thank you for your consideration,

Kyle Westberg

79 Oakland Ave.
 Pontiac, MI 48342

Attachment: PUD response -West Village 11.17.23 (6458 : West Village: PUD Agreement)

PUD SUBMITTAL FOR

FLATS AT WEST VILLAGE

55 ELIZABETH STREET
LAKE ORION, MI. 48362

OWNER:
WEST VILLAGE OWNER, LLC
79 OAKLAND AVE
PONTIAC, MI 48342
GENERAL CONTRACTOR:
WEST CONSTRUCTION
79 OAKLAND AVE
PONTIAC, MI 48342

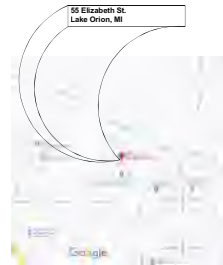
ARCHITECT:
TDG ARCHITECTS
79 Oakland Avenue
Pontiac, MI 48342
CIVIL ENGINEER
TRI-COUNTY
48701 HAYES RD.
SHELBY Twp., MI 48315

LANDSCAPE ARCHITECT
NAGY DEVLIN LAND DESIGN
31736 WEST CHICAGO AVE.
LIVONIA, MI 48150

DRAWING INDEX

CS 100	COVER SHEET
SP 101	SITE PLAN
SP 102	SITE PLAN DETAILS
SP 103	MATERIALS
SP 104	RENDERINGS
A 101	FIRST FLOOR PLANS
A 102	SECOND FLOOR PLANS
A 103	THIRD FLOOR PLANS
A 104	FOURTH FLOOR PLANS
A 301	BUILDING ELEVATIONS
A 302	BUILDING ELEVATIONS

CD-1	COVER SHEET
C.S.1.0	ALTA SURVEY
SP 101	SITE PLAN
UT1	UTILITY AND GEOMETRY PLAN
GP-1	PAVING & GRADING PLAN
DP-1	PAVING & GRADING PLAN
DR-1	STORM DRAINAGE PLAN & PROFILES
SE-1	SOIL EROSION & SEDIMENTATION CONTROL PLAN
LP-1	LANDSCAPE PLANTING PLAN
LP-2	LANDSCAPE NOTES & DETAILS
1 OF 7	WATER MAIN & STANDARD DETAILS
2 OF 7	WATER MAIN & STANDARD DETAILS
3 OF 7	WATER MAIN & SPECIAL DETAILS
4 OF 7	WATER MAIN & SPECIAL DETAILS
5 OF 7	HDPE WATER MAIN STANDARD DETAILS
6 OF 7	WATER MAIN HDPE DETAILS
7 OF 7	WATER MAIN CONCRETE WATER MAIN DETAILS
1 OF 2	SANITARY SEWER DETAILS & NOTES
2 OF 2	SANITARY SEWER DETAILS & NOTES
1 OF 1	STORM DRAIN NOTES
1 OF 1	SOIL EROSION & SEDIMENTATION CONTROL DETAILS
1 OF 1	OVERALL PHOTOMETRICS



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

- DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGER SCALE DRAWINGS SHALL GOVERN SMALLER SCALE.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON DRAWINGS AT THE JOB SITE AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE JOB.
- CONTRACTOR MUST COMPLY WITH RULES AND REGULATIONS OF AGENCIES HAVING JURISDICTION AND SHALL COMPLY TO ALL CITY, COUNTY, STATE AND FEDERAL CONSTRUCTION SAFETY AND SANITARY LAWS, CODES, STATUTES AND ORDINANCES. ALL RES. TAVERN, PERMITS, APPLICATIONS AND CERTIFICATES OF INSPECTION, AND THE PLANS OF ALL WORK WITH GOVERNMENTAL AGENCIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISTRIBUTION OF DRAWINGS TO ALL TRADES UNDER JURISDICTION WITH A FULL SET OF DRAWINGS.

- ALL WORK SHALL BE ERRECTED AND INSTALLED PLUMB, LEVEL, SQUARE, TRUE AND IN PROPER ALIGNMENT. ALL MATERIALS SHALL BE USED UNLESS AND OF THE HIGHEST QUALITY IN EVERY RESPECT, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.
- THERE SHALL BE NO SUBSTITUTION OF MATERIALS UNLESS A MANUFACTURER IS SPECIFIED, WHERE THE TERMS "EQUAL TO" OR "APPROVED EQUAL" ARE USED, THE ARCHITECT SHALL DETERMINE "EQUALITY" BASED ON INFORMATION SUBMITTED BY THE CONTRACTOR.
- ALL WORK AND MATERIALS SHALL BE GUARANTEED AGAINST DEFECTS FOR A PERIOD OF AT LEAST ONE (1) YEAR FROM APPROVAL FOR FINAL PAYMENT.
- CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH. PREMISES TO BE KEPT CLEAN DAILY OF RELATED CONSTRUCTION DEBRIS. AT THE COMPLETION OF THE WORK, LEAVE THE JOB SITE FREE OF ALL MATERIALS AND DEBRIS CLEAN.
- UPON COMPLETION OF WORK THE CONTRACTOR SHALL WALK THROUGH WITH OWNER AND COMPLETE A "PUNCH LIST" OF CORRECTIONS AND UNSATISFACTORY AND/OR INCOMPLETE WORK.



Project
FLATS AT WEST VILLAGE
55 ELIZABETH STREET
LAKE ORION, MI 48362

REVISION	DATE	BY	CHKD
01/01/2023	01/01/23	TDG	TDG
02/01/2023	02/01/23	TDG	TDG
03/01/2023	03/01/23	TDG	TDG
04/01/2023	04/01/23	TDG	TDG
05/01/2023	05/01/23	TDG	TDG
06/01/2023	06/01/23	TDG	TDG
07/01/2023	07/01/23	TDG	TDG
08/01/2023	08/01/23	TDG	TDG
09/01/2023	09/01/23	TDG	TDG
10/01/2023	10/01/23	TDG	TDG
11/01/2023	11/01/23	TDG	TDG
12/01/2023	12/01/23	TDG	TDG



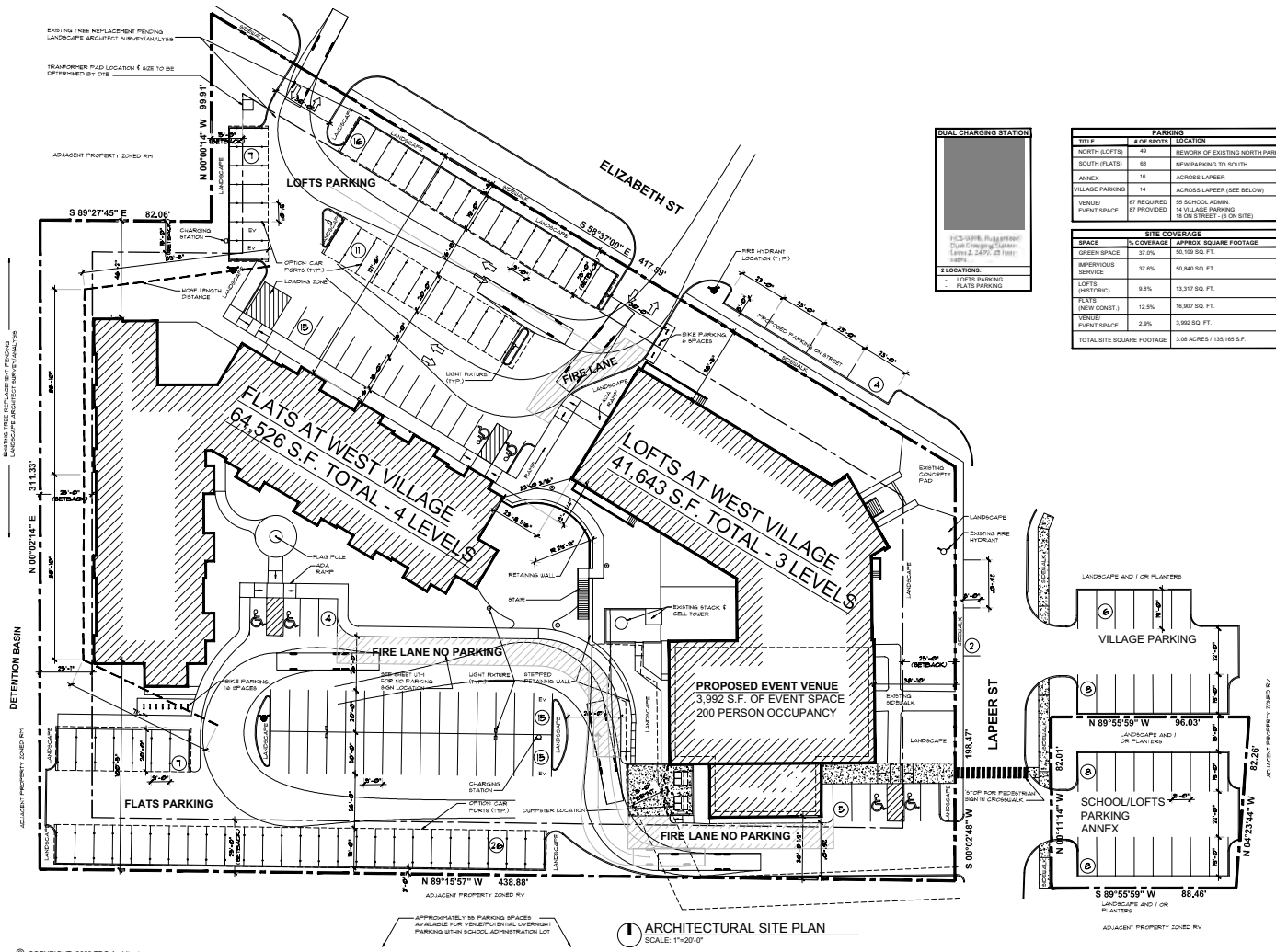
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CHECKED BY:

Project Title
COVER SHEET

Project Number
21-11

Drawing Number
CS 1

Attachment: 10656-2 - Site Plan (6458 - West Village: PUD Agreement)





UNIT INFORMATION		
1 BEDROOM	2 BEDROOM	SQUARE FT.
	UNIT 101	767
	UNIT 102	1012
	UNIT 104	1367
	UNIT 105	1395
	UNIT 106	1395
	UNIT 107	1271
	UNIT 108	721
	UNIT 109	716
	UNIT 110	716
	UNIT 111	721
	UNIT 112	585

TOTAL FLOOR SQUARE FOOTAGE	
LOWER LEVEL:	16,507 S.F.
2ND FLOOR:	15,883
3RD FLOOR:	15,883
4TH FLOOR:	15,883
TOTAL SQ. FT.:	64,526 S.F.

REVISION	
DATE	
08/02/21	CL
08/13/21	PU
08/13/21	
08/15/21	PR
11/05/21	WE
6/15/23	SIT
7/25/23	SIT
8/15/23	SIT
9/18/23	SIT
9/30/23	SD
10/12/23	SIT



DRAWN BY:
CHECKED BY:

Drawing Title

FIRST LEVEL
FLOOR PLAN

21-16

Drawing Name

A 10

Attachment: 10656-2 - Site Plan (6458 : West Village: PUD Agreement)

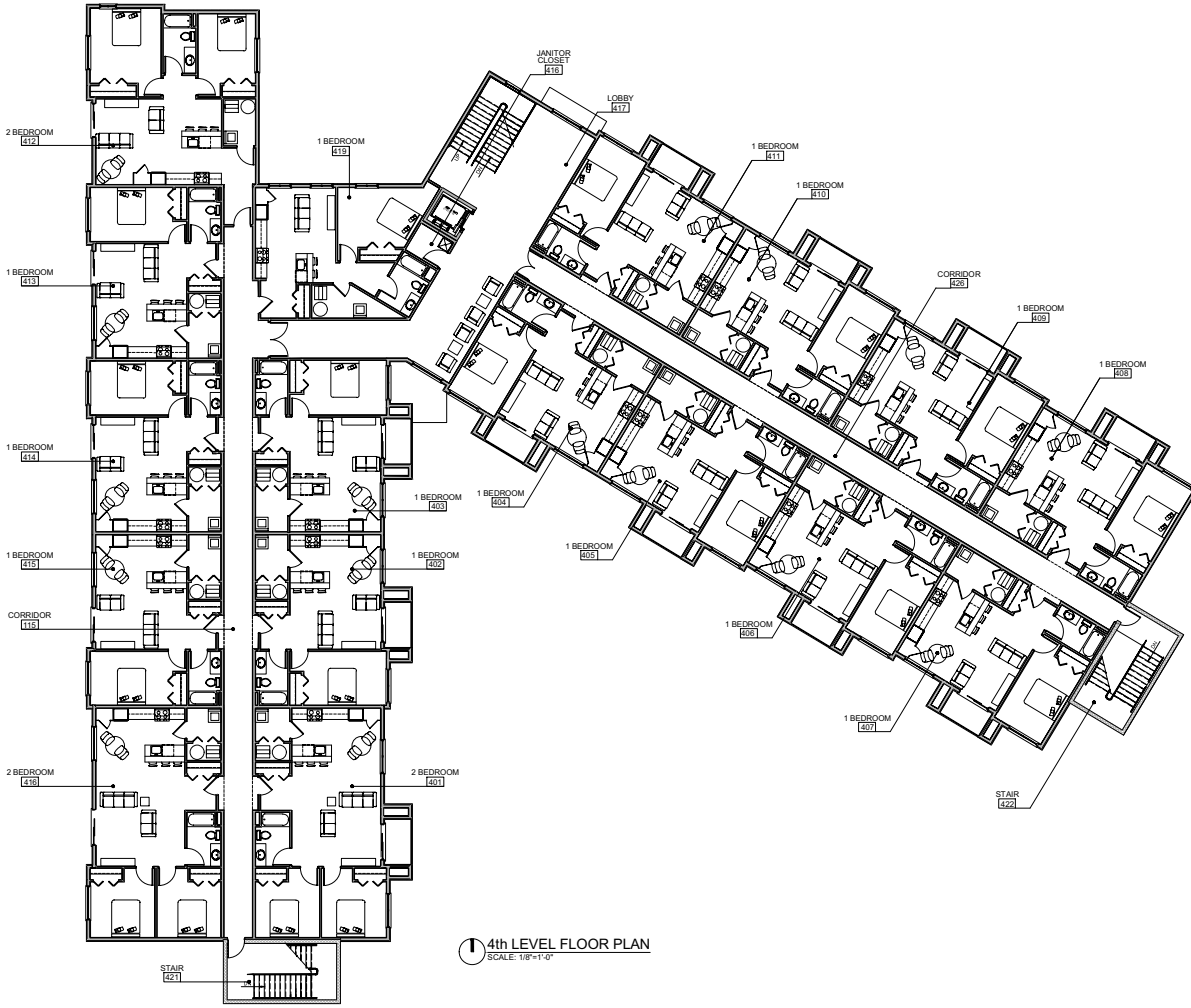




TOTAL FLOOR SQUARE FOOTAGE	
LOWER LEVEL	14,567 S.F.
2ND FLOOR	15,853
3RD FLOOR	15,853
4TH FLOOR	15,853
TOTAL SQ. FT.	64,526 S.F.


A 10;

Attachment: 10656-2 - Site Plan (6458 : West Village: PUD Agreement)





UNIT INFORMATION		
1 BEDROOM	2 BEDROOM	SQUARE FT.
UNIT 401	UNIT 401	767
UNIT 402		718
UNIT 403		715
UNIT 404		717
UNIT 405		719
UNIT 406		718
UNIT 407		718
UNIT 408		717
UNIT 409		718
UNIT 410		718
UNIT 411		717
UNIT 412	UNIT 412	767
UNIT 413		711
UNIT 414		718
UNIT 415		718
UNIT 416	UNIT 416	712
UNIT 417		713

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Project
FLATS AT WEST VILLAGE
55 ELIZABETH STREET
LAUREL PARK, MI 48060

REVISION	DATE
000001	07/11/23
000002	07/11/23
000003	07/11/23
000004	07/11/23
000005	07/11/23
000006	07/11/23
000007	07/11/23
000008	07/11/23
000009	07/11/23
000010	07/11/23

Drawn By: 
Checked By: 

Drawn Title: **FOURTH LEVEL FLOOR PLAN**

Project Number: **21-11**

Drawing Name: **A 10**

Attachment: **10656-2 - Site Plan (6458 : West Village: PUD Agreement)**

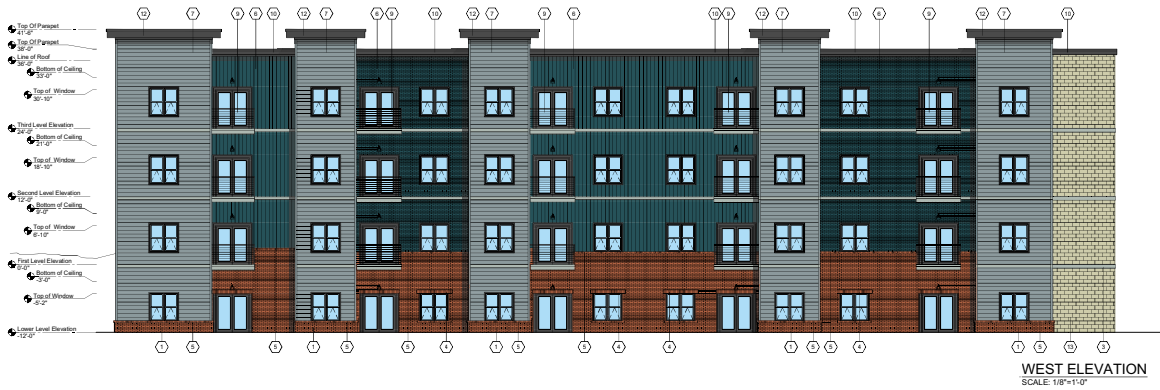
13 UNIVILLE AVE
PONTIAC, MI 48342

70 Oakland Avenue
P.O. Box 914-050
PONTIAC, MI 48302

TDGArchitects
P.O. Box 914-050
PONTIAC, MI 48302

MATERIAL LEGEND

- 1 UTILITY BRICK
- 2 COMPOSITE PANEL SYSTEM
- 3 LIMESTONE BAND
- 4 BRICK BOLDER COURSE
- 5 BRICK BOLLDOCK COURSE
- 6 8" COMPOSITE SIDING (VERTICAL)
- 7 8" COMPOSITE LAP SIDING (HORIZONTAL)
- 8 LIMESTONE CAP
- 9 DECORATIVE RAILING
- 10 COLOR MATCHED COPING
- 11 NOT USED
- 12 DECORATIVE METAL CANOPY
- 13 SPLIT FACE MASONRY



Project
FLATS AT WEST VILLAGE
55 ELIZABETH STREET
LAUREL AVENUE, MI 48060

REVISION	DATE
01/01/21	01/01/21
02/01/21	02/01/21
03/01/21	03/01/21
04/01/21	04/01/21
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11/01/22	11/01/22
12/01/22	12/01/22



DRAWN BY:
CHECKED BY:

Building Elevations

Project Number

21-11

Drawing Number

A 30

Attachment: 10656-2 - Site Plan (6458 : West Village: PUD Agreement)

Project: 10656-2
Parcel: 10656-2
PUD: 10656-2

10656-2

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PROJECT CONTACTS:

DEVELOPER
WEST CONSTRUCTION SERVICES
79 OAKLAND AVENUE
PONTIAC, MI 48342
248-758-9925

SURVEYOR
SUJAK ENGINEERING PLC
4031 COOLIDGE HWY
TROY, MI 48098
248-685-5431

ARCHITECT
TDG ARCHITECTS
79 OAKLAND AVENUE
PONTIAC, MI 48342
248-874-1420

CIVIL ENGINEER
TRI-COUNTY ENGINEERING CONSULTANTS
48701 HAYES ROAD
SHELBY, MI 48315
810-394-7887

UTILITY CONTACTS:

VILLAGE OF LAKE ORION
BUILDING DEPARTMENT
21 EAST CHURCH STREET
LAKE ORION, MI 48362
248-693-5391

ORION TOWNSHIP
PUBLIC WORKS DEPARTMENT
21 EAST CHURCH STREET
LAKE ORION, MI 48362
248-693-8391

DETROIT EDISON
800-477-4747

SEMCO ENERGY
800-624-2019

CONSUMERS ENERGY
800-477-5050

AT&T
844-723-0252

VERIZON WIRELESS
586-977-5500

COMCAST
888-266-2278

WOW
866-966-9669

OAKLAND COUNTY ROAD COMMISSION
248-858-4835

OAKLAND COUNTY WATER RESOURCES
COMMISSIONER
248-858-0958

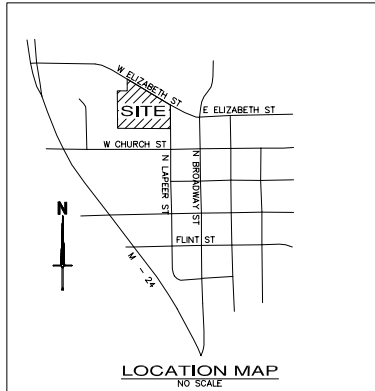
THE UTILITY LOCATIONS AS SHOWN ARE BASED ON FIELD OBSERVATIONS AND RECORD OF MUNICIPAL AND UTILITY RECORDS. ACTUAL CONDITIONS MAY VARY. WE CANNOT GUARANTEE OR IMPLY THE ACCURACY AND COMPLETENESS OF UNDERGROUND / OVERHEAD UTILITY INFORMATION AS SHOWN. CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PRIOR TO CONSTRUCTION. MAKE EVERY EFFORT TO PROTECT AND SUPPORT AS REQUIRED AT NO COST TO THE OWNER. CONTRACTOR SHALL NOTIFY ENGINEER PROMPTLY OF ALL FOUND DISCREPANCIES.

ENGINEERING PLANS FOR:**FLATS AT WEST VILLAGE****55 Elizabeth Street, Lake Orion, MI 48362****OAKLAND COUNTY, MICHIGAN****STANDARD NOTES**

1. Notify all jurisdictional agencies a minimum of 72-hours prior to the start of construction.
2. All construction must be conforming to the current standards and specifications adopted by the jurisdictional agencies.
3. Call MISS DIG (1-800-482-7171) a minimum of 72-hours prior to the start of construction.
4. All soil erosion and silt must be controlled and contained onsite.
5. All excavation under or within 3-feet of public pavement, existing or proposed, shall be backfilled and compacted with sand (Class II MDT - minimum).
6. The Contractor is responsible for all damage to existing utilities.
7. The Contractor is responsible for obtaining all permits including a permit to occupy public utility easements and public rights-of-way.

PRECEDENCE NOTE

IF ANY DISCREPANCY BETWEEN THESE PLANS AND THE JURISDICTIONAL AGENCY STANDARDS OCCURS, THE AGENCY STANDARDS SHALL GOVERN.

**SHEET INDEX**

- CO-1 COVER SHEET
- TP-1 TPO SURVEY
- SP-1 ARCH SITE PLAN
- UT-1 UTILITY & GEOMETRY PLAN
- GP-1 PAVING & GRADING PLAN
- PR-1 WATER & SEWER PROFILES
- DS-1 STORM DRAINAGE PLAN & PROFILES
- SE-1 SOIL EROSION & SEDIMENTATION CONTROL PLAN
- LP-1 LANDSCAPE PLANNING PLAN (2)
- OAKLAND COUNTY WATER MAIN STANDARD DETAILS (7)
- OAKLAND COUNTY SANITARY STANDARD DETAILS (2)
- OAKLAND COUNTY STORM DRAIN NOTES & DETAILS (1)
- OAKLAND COUNTY SOIL EROSION DETAILS (1)

ENGINEER'S CERTIFICATION

I hereby certify that I have read the Municipality Development Ordinance (and its related Engineering Standards), and I have prepared these plans in conformity with the requirements of said Ordinance.

SERGED K. SANE, P.E. #51411

WFE 01000
REVISION 0 PDS-004



TRI-COUNTY
Engineer

West Village
PUD Agreement

CLIENT: N
West Village
PUD Agreement

PROJECT: N
West Village
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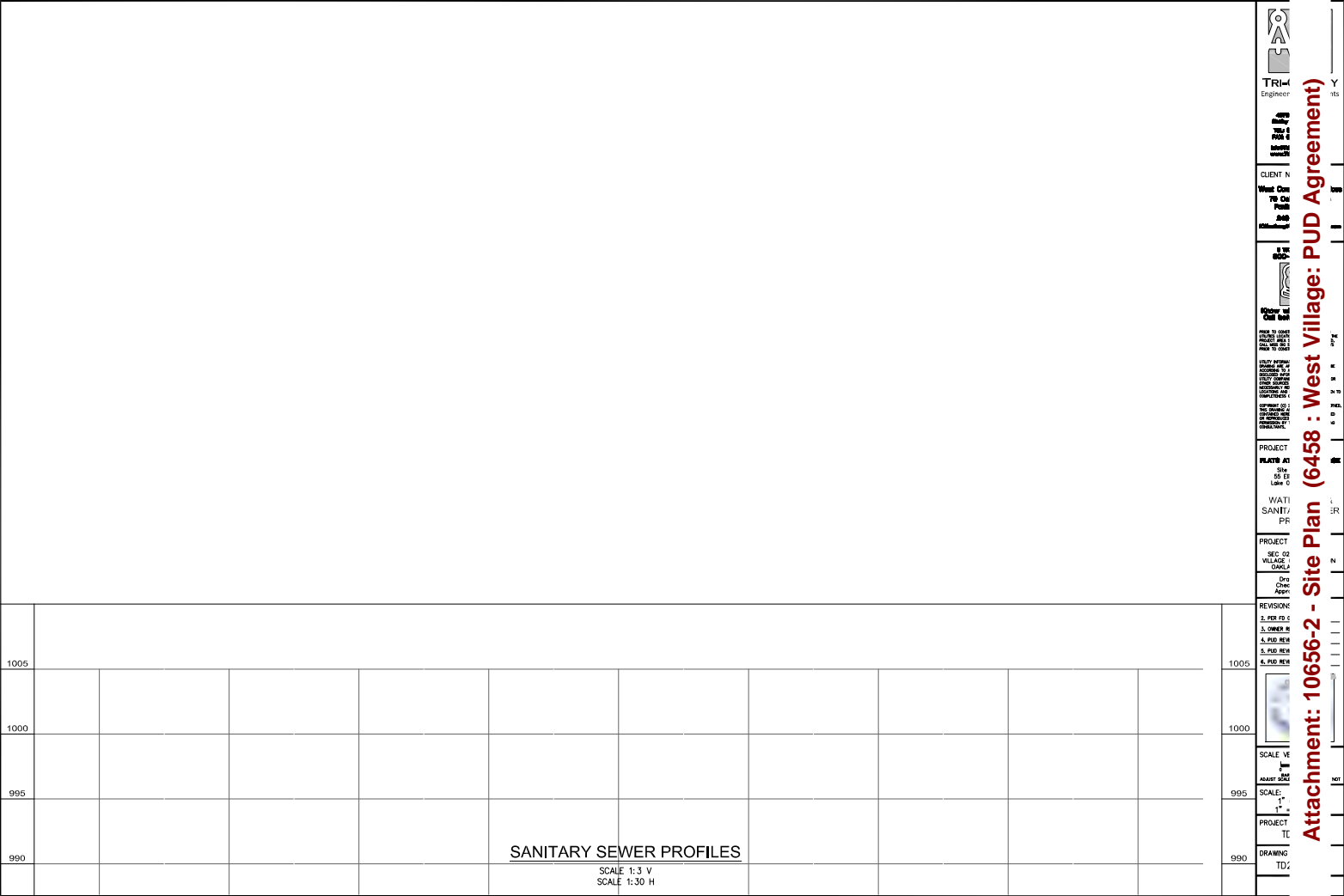
PROJECT: N
West Village
PUD Agreement

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PROJECT: N
West Village
PUD Agreement





Detention Basin Design

Site: 106556 - 106556-2 - Site Plan (6458 : West Village: PUD Agreement)
 Date: 10/1/2018
 Engineer: J. J. [Name]
 Title: Senior Engineer

Basin Capacity

Flow (cfs)	Volume (cu ft)	Time (min)
100	1000	10
200	2000	20
300	3000	30
400	4000	40
500	5000	50
600	6000	60
700	7000	70
800	8000	80
900	9000	90
1000	10000	100

Basin Capacity

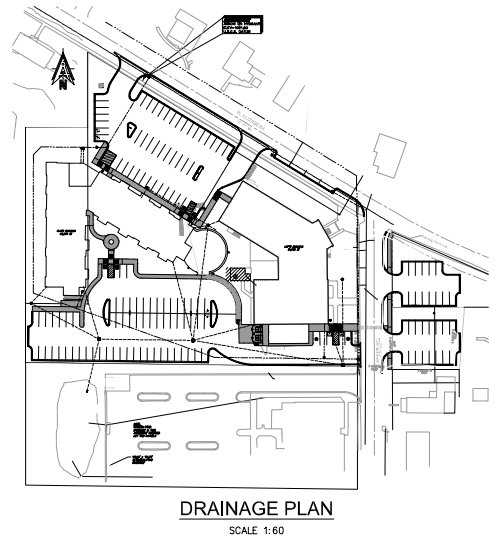
Flow (cfs)	Volume (cu ft)	Time (min)
100	1000	10
200	2000	20
300	3000	30
400	4000	40
500	5000	50
600	6000	60
700	7000	70
800	8000	80
900	9000	90
1000	10000	100

Basin Capacity

Flow (cfs)	Volume (cu ft)	Time (min)
100	1000	10
200	2000	20
300	3000	30
400	4000	40
500	5000	50
600	6000	60
700	7000	70
800	8000	80
900	9000	90
1000	10000	100

Basin Capacity

Flow (cfs)	Volume (cu ft)	Time (min)
100	1000	10
200	2000	20
300	3000	30
400	4000	40
500	5000	50
600	6000	60
700	7000	70
800	8000	80
900	9000	90
1000	10000	100



STORM SEWER PROFILES
 SCALE 1:3 V
 SCALE 1:30 H

TRI
 Engineer

CLIENT
 West Village
 106556-2 - Site Plan (6458 : West Village: PUD Agreement)

PROJECT
 106556-2 - Site Plan (6458 : West Village: PUD Agreement)

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/2018	Initial Design
2	10/1/2018	Revised Design
3	10/1/2018	Final Design

SCALE
 1" = 100'








PROJECT
 106556-2 - Site Plan (6458 : West Village: PUD Agreement)

DRAWING
 106556-2 - Site Plan (6458 : West Village: PUD Agreement)

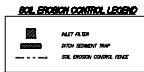
GENERAL NOTES

1. INSTALL SELF SENCE ANCHOR DEFINED PERMITS AS PER PERMITS AND PROTECT AND CONSTRUCT TEMPORARY CONSTRUCTION AREA.
2. CLEAR, GRUB & STUMP TOPSOIL IN AREAS OF EARTH EXPOSED.
3. COMPLETE LAND BALANCING OPERATIONS.
4. INSTALL UNDERLAY UTILITIES & PLACE PLANT FILTERS IN AREAS OF EARTH EXPOSED.
5. PERFORM LANDSHEDDING OPERATIONS, TREE GRADING, LANDSCAPING.
6. EROSION CONTROL MEASURES ARE NOT TO BE REMOVED UNTIL THE LOCAL MUNICIPAL AND/OR COUNTY GRANTS ITS APPROVAL.
7. EROSION CONTROL MEASURES SHALL BE PERIODICALLY MAINTAINED & MONITORED NEARLY 7 AFTER EVERY STORM EVENT.
8. PERSON(S) RESPONSIBLE FOR THE MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE IDENTIFIED IN WRITING.
9. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED APPROXIMATELY ACCORDING TO THE PROP. SCHEDULE.

PROPOSED LEGEND

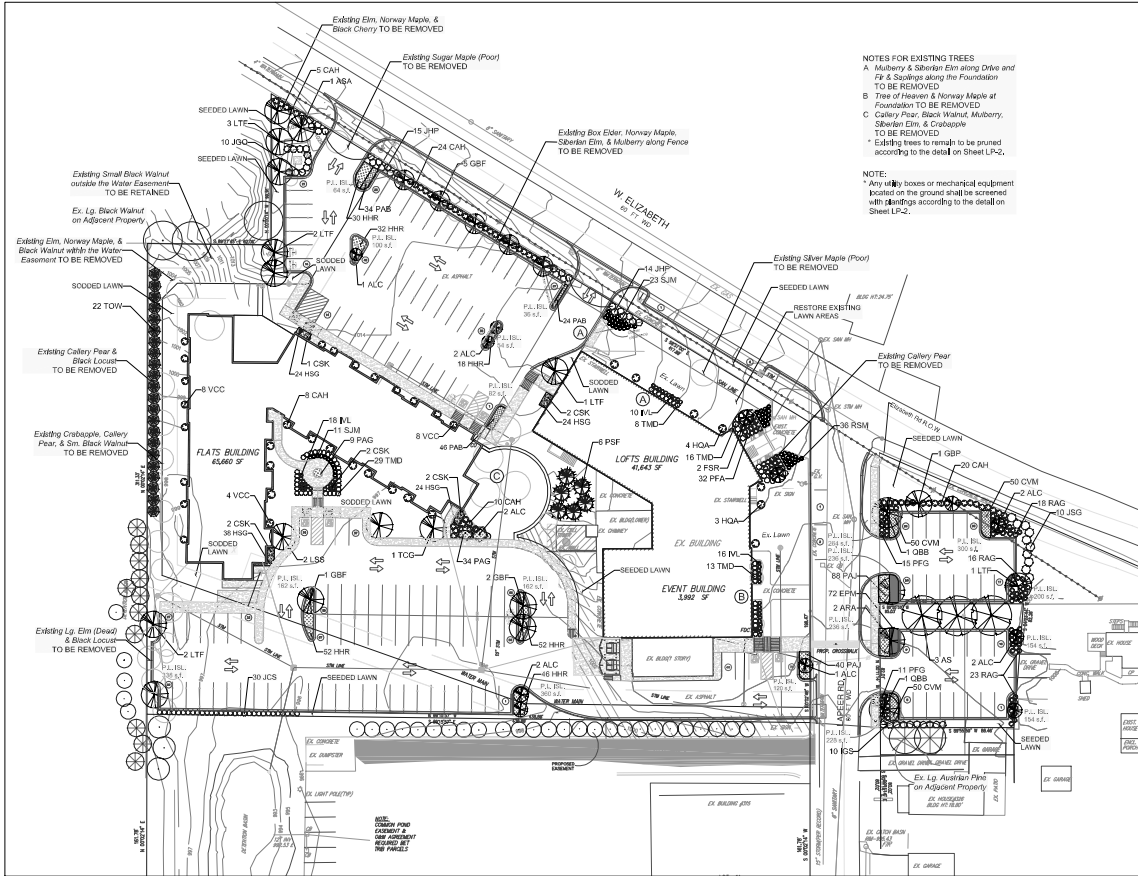
7' CATCH	TOP OF SAND ELEVATION
7' CATCH	CATCH ELEVATION
7' CATCH	TOP OF PAVEMENT ELEVATION
7' CATCH	TOP OF WALK ELEVATION
7' CATCH	PAVED AREA ELEVATION
	FLOW DIRECTION
	
	CONCRETE
	
	GRAVEL
	
	COMPACTED SAND/BAGFILL
	
	MANSTREAM
	
	SANITARY SEWER
	
	STORM SEWER
	
	CATCH BASIN
	
	PAVING
	
	OPEN SECTION
	
	SANITARY MANHOLE

330  STRUCTURE TYPE
STRUCTURE NO. 00



ESTIMATED QUANTITIES THIS SHEET		
ITEM	UNIT	QUANTITY
SILT FENCE	LF	2,200
INLET FILTER	EA	9
TEMP CONST ACCESS DRIVE	EA	1

[illegible][illegible]



PLANT LIST	KEYQTY, BOTANICAL NAME	COMMON NAME	SIZE
PARKING LOT LANDSCAPING			
South Parking Area			
ALC	3 <i>Amelanchier laevis</i> 'Cumberland'	Cumulus Albiflora Serotensis	2" x 1/2"
GBF	3 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
LTF	2 <i>Lonicera ligularis</i> 'Fastigiatum'	Fastigiate Tuberose	3" x 1/2"
LSS	2 <i>Lonicera ligularis</i> 'Fastigiatum'	Fastigiate Tuberose	3" x 1/2"
TCG	1 <i>Tilia cordata</i> 'Greenheart'	American Sweetgum	3" x 1/2"
HHR	150 <i>Hemerocallis</i> sp. 'Happy Returns'	Happy Returns Day Lily	1 gal. pot.
PAH	40 <i>Pennellium alpestris</i> 'Jambay'	Jambay Fountain Grass	1 gal. pot.
North Parking Area			
ALC	3 <i>Amelanchier laevis</i> 'Cumberland'	Cumulus Albiflora Serotensis	2" x 1/2"
GBF	3 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
LTF	2 <i>Lonicera ligularis</i> 'Fastigiatum'	Fastigiate Tuberose	3" x 1/2"
HHR	80 <i>Hemerocallis</i> sp. 'Happy Returns'	Happy Returns Day Lily	1 gal. pot.
PAH	104 <i>Pennellium alpestris</i>	Burgundy Broom	1 gal. pot.
East Parking Area			
ALC	4 <i>Amelanchier laevis</i> 'Cumberland'	Cumulus Albiflora Serotensis	2" x 1/2"
GBF	2 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
LTF	1 <i>Lonicera ligularis</i> 'Fastigiatum'	Fastigiate Tuberose	3" x 1/2"
GBB	2 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
CVM	150 <i>Conocarpus verticillatus</i> 'Moonbeam'	Moonbeam Threadleaf Conegrass	1 gal. pot.
PERIMETER PARKING LOT LANDSCAPING			
South Parking Area			
JCS	30 <i>Juncus</i> sp. 'Upright Juniper'	Skyrocket Upright Juniper	4" x 1/2"
North Parking Area			
CAH	20 <i>Cornus alternifolia</i> 'Hummigold'	Hummigold Summerhaze	24" x 1/2"
GBF	5 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
JSD	10 <i>Juncus</i> sp. 'Upright Juniper'	Grey Owl Spreading Juniper	24" x 1/2"
JHP	10 <i>Juncus</i> sp. 'Upright Juniper'	Grey Owl Spreading Juniper	24" x 1/2"
SLM	20 <i>Salix japonica</i> 'Majesty Carpet'	Majesty Carpet Salix	24" x 1/2"
East Parking Area			
CAH	20 <i>Cornus alternifolia</i> 'Hummigold'	Hummigold Summerhaze	24" x 1/2"
GBF	5 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
JSD	10 <i>Juncus</i> sp. 'Upright Juniper'	Grey Owl Spreading Juniper	24" x 1/2"
JHP	10 <i>Juncus</i> sp. 'Upright Juniper'	Grey Owl Spreading Juniper	24" x 1/2"
SLM	20 <i>Salix japonica</i> 'Majesty Carpet'	Majesty Carpet Salix	24" x 1/2"
GENERAL SITE PLANTING			
ALC	2 <i>Amelanchier laevis</i> 'Cumberland'	Cumulus Albiflora Serotensis	2" x 1/2"
GBF	3 <i>Garrya elliptica</i> 'Fastigiatum'	Fastigiate Noddy Tree	3" x 1/2"
CAH	18 <i>Cornus alternifolia</i> 'Hummigold'	Hummigold Summerhaze	30" x 1/2"
CRK	3 <i>Cornus kousa</i> 'Summer Fun'	Summer Fun Kousa Dogwood	2" x 1/2"
PSF	30 <i>Penstemon</i> sp. 'Purple Heart'	Purple Heart Penstemon	24" x 1/2"
RAG	30 <i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	24" x 1/2"
EPH	72 <i>Echinacea purpurea</i> 'Pink Madonna'	Pink Madonna Echinacea	1 gal. pot.
PAJ	68 <i>Pennellium alpestris</i> 'Jambay'	Jambay Fountain Grass	1 gal. pot.

LANDSCAPE CALCULATIONS:

PARKING LOT LANDSCAPING:

South Parking Area (19,556 sq. ft. of Vehicular Use Area)

- Landscaping area equivalent to the percent (5%) of the vehicular use area.
- 30,556 sq. ft. ÷ 5% equals 1,528 sq. ft. of required landscape area.
- One (1) deciduous shade tree shall be required for each one hundred (100) sq. ft. of landscaped area.
- 1,528 sq. ft. ÷ 100 sq. ft. equals 15.28 trees = 15 trees.

North Parking Area (19,884 sq. ft. of Vehicular Use Area)

- Landscaping area equivalent to the percent (5%) of the vehicular use area.
- 34,768 sq. ft. ÷ 5% equals 1,738 sq. ft. of required landscape area.
- One (1) deciduous shade tree shall be required for each one hundred (100) sq. ft. of landscaped area.
- 1,738 sq. ft. ÷ 100 sq. ft. equals 17.38 trees = 17 trees.

East Parking Area (19,540 sq. ft. of Vehicular Use Area)

- Landscaping area equivalent to the percent (5%) of the vehicular use area.
- 30,540 sq. ft. ÷ 5% equals 1,527 sq. ft. of required landscape area.
- One (1) deciduous shade tree shall be required for each one hundred (100) sq. ft. of landscaped area.
- 1,527 sq. ft. ÷ 100 sq. ft. equals 15.27 trees = 15 trees.

PERIMETER PARKING LOT LANDSCAPING (24,498 square feet)

- Perimeter landscaping shall be provided along the edge of any parking lot finding and located within one hundred feet (100') of a public right-of-way.
- One (1) deciduous shade tree shall be required for each thirty (30) sq. ft. of landscaped area.
- 186 sq. ft. ÷ 30 sq. ft. equals 6.2 trees = 6 trees.
- A continuous hedge of deciduous or upright evergreen shrubs shall be provided planted not more than thirty (30) inches (30") on center.
- One (1) deciduous shade tree shall be required for each thirty (30) sq. ft. of landscaped area.
- 186 sq. ft. ÷ 30 sq. ft. equals 6.2 trees = 6 trees.
- A continuous hedge of deciduous or upright evergreen shrubs shall be provided planted not more than thirty (30) inches (30") on center.

NOTE:

- See Sheet LP-2 for LANDSCAPE NOTES & DETAIL development notes, landscape planting details, or construction details.

LANDSCAPE PLAN FOR: PROJECT I
West Construction Services
79 Oakland Avenue
Pomona, Michigan 48342
Village of

LANDSCAPE PLAN BY: NAGY DESIGN LANDSCAPE
31736 West Chicago Ave.
Lombard, Michigan 48150
(734) 634-0205

LP-1: LANDSCAPE PLANTING
* Base data provided by T44 County Engineering

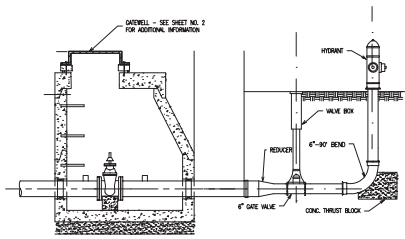
MATERIAL

1. Required landscape material shall satisfy the criteria of the American Association of Nurserymen Standards for Nursery Stock and be: a.) Northern nursery grown; b.) State Department of Agriculture Inspected; c.) No. 1 grade material with a straight, unscarred trunk, and well-developed uniform crown (park grade trees will not be accepted); d.) Staked, wrapped, watered, and mulched according to the details provided; and e.) Guaranteed for one (1) year.

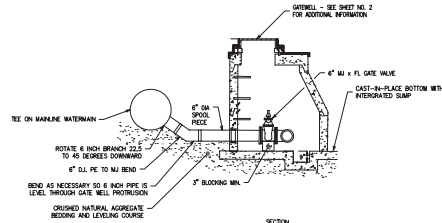
not to scale

I.P. 2: LANDSCAPE NOTES &

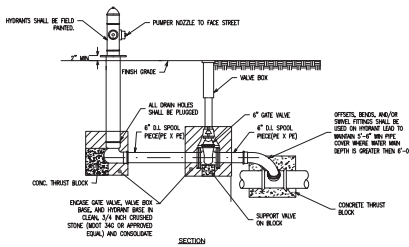
7



DEAD END BLOWOFF CONNECTION

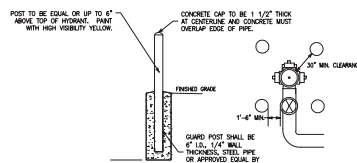


BLOW-OFF VALVE AND WELL



6" HYDRANT SIDE OUTLET

- NOTES:
1. HYDRANT EXTENSIONS BETWEEN THE STANDPIPE LOWER SECTION & STANDPIPE UPPER ARE LIMITED TO 18 INCHES.
 2. ALL HYDRANT COMPONENTS VALVES, BENDS, AND TEES TO BE FULLY RESTRAINED BY MECHANICAL JOINT RESTRAINT SYSTEM FITTING (WELDED OR APPROVED EQUAL).
 3. THRUST BLOCKS ARE REQUIRED AT ALL TEES, BENDS AND ENDS.
 4. ALL HYDRANT (GATES, VALVE, WORKERS, ETC.) FOR HYDRANT ASSEMBLIES SHALL BE COR-ALUE OR APPROVED EQUAL.



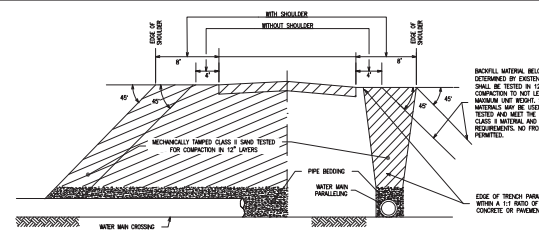
GUARD POST

- NOTES:
1. GUARD POST SHALL NOT INTERFERE WITH HYDRANT OPERATION.
 2. TO BE INSTALLED IN ALL PAVED AREAS PARKING LOTS, PARKS, PLAZAS, ETC. (NOT HIGH-OF-WAY) SPACES WHERE VEHICLE EQUIPMENT (DAMAGE TO HYDRANT IS POSSIBLE).

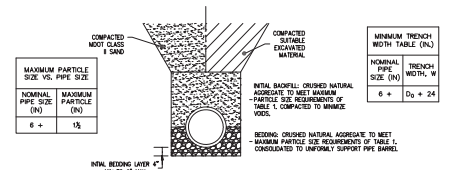
FOR PIPES									
D	A	B	C	E	W	D	A	B	C
20"	8"	4.5"	3.5"	3.5"	3.5"	20"	8"	4.5"	3.5"
18"	8"	4"	3"	3"	3"	18"	8"	4"	3"
16"	8"	3.5"	3"	3"	3"	16"	8"	3.5"	3"
14"	8"	3"	3"	3"	3"	14"	8"	3"	3"
12"	8"	2.5"	3"	3"	3"	12"	8"	2.5"	3"
10"	8"	2"	3"	3"	3"	10"	8"	2"	3"
8"	8"	1.5"	3"	3"	3"	8"	8"	1.5"	3"
6"	8"	1"	3"	3"	3"	6"	8"	1"	3"

THRUST BLOCK DETAILS

NOTE: 1. 3000 PSI CONCRETE TO BE USED. THRUST BLOCK TO MEET & REST AGAINST UNDERPAVED SOIL OR EARTH COMPACTED TO 95% MODIFIED PROCTOR.



MINIMUM BACKFILL UNDER OR NEAR PAVEMENT



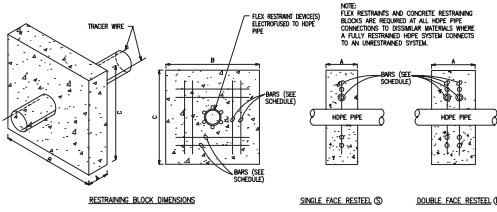
DUCTILE IRON PIPE TRENCH DETAIL

- NOTES:
1. DUCTILE IRON PIPE IS CONSIDERED A FLEXIBLE PIPE THAT WHEN INSTALLED UNDERGROUND IS DESIGNED TO DEFLECT UNDER LOAD.
 2. DO NOT COMPACT SAND OR COUPLING HOLES FROM THE INITIAL BEDDING LAYER.
 3. CAREFULLY EXCAVATE HELL OR COUPLING HOLES FROM THE INITIAL BEDDING LAYER.
 4. SHOULDER BEDDING MATERIAL IN THE MARCH AREA ALONG THE BOTTOM CIRCUMFERENCE OF THE PIPE TO CONSOLIDATE BEDDING AND UNIFORMLY SUPPORT THE PIPE BARREL.
 5. COMPACT INITIAL BACKFILL MATERIALS IN LIFTS NOT EXCEEDING 6 INCHES BY HAND TAMING AROUND AND DIRECTLY ABOVE PIPE TO MINIMIZE VOID.
 6. DO NOT USE MECHANICAL COMPACTION EQUIPMENT DURING INITIAL BACKFILL OPERATIONS UNTIL MATERIAL HAS BEEN BROUGHT TO 12 INCHES ABOVE THE TOP OF PIPE BARREL.
 7. COMPACT SAND BACKFILL AND STANDARD TRENCHES OUTSIDE OF PIPE DONE TO NOT LESS THAN BOX OF THE MAXIMUM UNIT WEIGHT IN LIFTS NOT EXCEEDING 12 INCHES.
 8. FOR MINIMUM TRENCH WIDTHS REFER TO TABLE 2, MAXIMUM TRENCH WIDTH = $D_p + 20\%$ UNLESS MINIMUM TRENCH WIDTH IS GREATER.
 9. IF THE PIPE IS LOCATED BENEATH THE GROUND WATER TABLE, THE PIPE ZONE SHALL BE WRAPPED IN A SEEPAGE SEPARATOR TO MINIMIZE MIGRATION OF SOIL INTO THE PIPE ZONE.

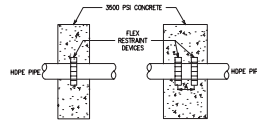
WATER MAIN STANDARD DETAILS

DATE	BY	CHKD BY	APP'D BY
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
01/11/2011	WRC	WRC	WRC
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01/11/2011	WRC	WRC	WRC

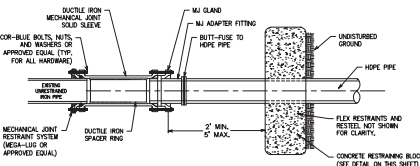




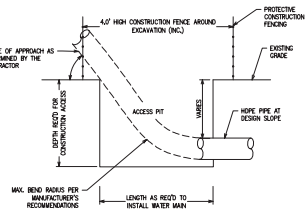
RESTRAINING BLOCK RESTEEL



RESTRAINING BLOCK RESTRAINTS



HDPE TO DUCTILE IRON TRANSITION



ACCESS PIT DETAIL

- ACCESS PIT NOTES**
- ACCESS PIT WIDTH SHALL BE KEPT TO THE MINIMUM NECESSARY TO ALLOW CONSTRUCTION ACCESS.
 - ACCESS PITS WITHIN PAVED AREAS SHALL INCLUDE BARRIER WALLS (TEMP. WATER FILLED OR CONCRETE) IN ADDITION TO THE CONSTRUCTION FENCING.
 - BRACE AND/OR SUPPORT EXCAVATION AS NECESSARY TO CONTAIN EXCAVATION TO PLANNED DIMENSIONS.
 - PROVIDE ANY NECESSARY DRAINAGING TO MAINTAIN A DRY WORKING SPACE (ING).
 - BACKFILL ACCESS PIT WITH COMPACTED CLASS II SAND BACKFILL OR SUITABLE EXCAVATED MATERIAL, IN ACCORDANCE WITH THE DETAIL ON SHEET 3 AND THE PROJECT SPECIFICATIONS.

NOMINAL PIPE SIZE (IN)	MAXIMUM PARTICLE SIZE (IN)
6 TO 8	3/4
10 TO 15	1
16+	1 1/2

NOTES:

- FLEXIBLE PIPES ARE CONSIDERED PIPES THAT WHEN INSTALLED UNDERGROUND ARE DESIGNED TO DEFLECT UNDER LOAD AND POLYPROPYLENE CHLORIDE (PPC) AND HIGH DENSITY POLYETHYLENE (HDPE) PIPES.
- DO NOT COMPACT INNER BEDDING OF INITIAL BEDDING LAYER.
- CAREFULLY EXCAVATE BELL OR COUPLING HOLES FROM THE INITIAL BEDDING LAYER.
- SHOVEL SLICE BEDDING MATERIAL IN THE WAUNCH AREA ALONG THE BOTTOM CIRCUMFERENCE OF THE PIPE TO CONSOLIDATE BEDDING AND UNIFORMLY SUPPORT THE PIPE BARRIS.
- COMPACT INITIAL BACKFILL MATERIALS IN LIFTS NOT EXCEEDING 6 INCHES BY HAND TAMPING AROUND AND DIRECTLY ABOVE PIPE TO MINIMIZE VOID.
- DO NOT USE MECHANICAL COMPACTION EQUIPMENT DURING INITIAL BACKFILL OPERATIONS UNTIL MATERIAL HAS BEEN BRADDED TO 12 INCHES ABOVE THE TOP OF PIPE BARRIS.
- COMPACT SAND BACKFILL AND STANDARD BACKFILL TRENCHES OUTSIDE OF PIPE ZONE TO NOT LESS THAN RISE OF THE MAXIMUM UNIT WEIGHT IN LIFTS NOT EXCEEDING 12 INCHES.
- FOR MINIMUM TRENCH WIDTHS, REFER TO TABLE 2. MINIMUM TRENCH WIDTH SHOULD NOT EXCEED THE MINIMUM TRENCH WIDTH BY MORE THAN 18 INCHES.
- IF THE PIPE IS LOCATED BELOW THE GROUND WATER TABLE, THE PIPE ZONE SHALL BE WRAPPED IN A DETECTABLE SEAMANTH TO MINIMIZE MIGRATION OF SOIL INTO THE PIPE ZONE.

PLASTIC PIPE TRENCH DETAIL

MINIMUM TRENCH WIDTH TABLE (IN)	TRENCH WIDTH, W (IN)
6-24	D ₀ + 12
24+	D ₀ + 24

HDPE SDR11 DIPS SIZE	A	B	C	EFFECTIVE AREA	# RESTRAINTS	REINFORC
4"	1 FT	2 FT	2 FT	3.5 S.F.	1	4 #4
6"	1 FT	2.75 FT	2.75 FT	5.5 S.F.	2	4 #4
8"	1 FT	3.75 FT	3.75 FT	10.5 S.F.	3	4 #4
10"	1 FT	4.5 FT	4.5 FT	18 S.F.	3	6 #4
12"	1.5 FT	5.25 FT	5.25 FT	27 S.F.	4	6 #4
14"	1.5 FT	6 FT	6 FT	36 S.F.	6	6 #4
16"	2 FT	7 FT	7 FT	46.5 S.F.	7	16 #6
18"	2 FT	7.75 FT	7.75 FT	58 S.F.	9	16 #6
20"	2 FT	8.5 FT	8.5 FT	71.5 S.F.	11	16 #6
24"	2 FT	10.25 FT	10.25 FT	102 S.F.	16	16 #6
30"	2.5 FT	12.75 FT	12.75 FT	197 S.F.	21	16 #6
36"	2.5 FT	15 FT	15 FT	224 S.F.	31	16 #6

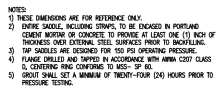
- RESTRAINING BLOCKS SHALL HAVE A MINIMUM OF 3/4" OF COVER.
- RESTRAINING BLOCK DIMENSIONS "A" AND "C" MAY BE CHANGED DUE TO DEPTH OF COVER LIMITATIONS PROVIDED THE EFFECTIVE AREA IS MAINTAINED.
- THE EFFECTIVE AREA OF ALL THE RESTRAINING BLOCKS ARE BASED ON A RESTRAINING BLOCK PRESSURE OF 250 PSI AND 1,000 PSI BEARING SOIL. SHOULD SOILS 7' ABOUT THE RESTRAINING BLOCK BE LESS THAN 1,000 PSI, PROVIDE STAMPED ENGINEERING CALCULATIONS TO DETERMINE THE APPROPRIATE EFFECTIVE AREA FOR THE RESTRAINING BLOCKS.
- THE NUMBER OF FLEX RESTRAINTS INDICATED IS BASED ON PROVIDING 7,000 LBS OF SHEAR FORCE EACH. SHOULD THE FLEX RESTRAINTS INTENDED FOR USE PROVIDE LESS THAN 7,000 LBS OF SHEAR FORCE EACH, INCLUDE STAMPED ENGINEERING CALCULATIONS FOR THE NUMBER OF RESTRAINTS REQUIRED.

HDPE MATERIAL NOTES

- HDPE WATERMAIN SHALL BE SDR11, SDR 11 MANUFACTURED FROM A PE 4710 RESIN. HDPE PIPE SHALL BE MARKED WITH A PERMANENTLY CO-EXTRUDED BLUE STR.
- HDPE FITTINGS SHALL BE MANUFACTURED FROM A PE 4710 RESIN AND SHALL HAVE A PRESSURE RATING GREATER THAN OR EQUAL TO THE PRODUCT PIPE.
- ALL FITTINGS TO COME FROM SAME MANUFACTURER UNLESS OTHERWISE APPROVED BY ENGINEER.
- HDPE WATER SERVICES SHALL BE SDR 8. HDPE WATER SERVICE SHALL NOT BE USED UNLESS IT IS CONFIRMED THAT THE BUILDING OR PREMISES THAT IS TO BE SEWED HAS AN UPDATED ELECTRICAL SYSTEM THAT IS NOT GROUNDED TO THE INTERNAL PLUMBING.
- ALL HDPE PIPING SHALL BE INSTALLED WITH TWO (2) TRACKER/LOCATION WIRES REGULATED WITH HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) SPECIFICALLY FOR DIRECT BURIAL APPLICATIONS.
- TRACKER WIRES SHALL BE ATTACHED TO THE WATERMAIN PIPE AT FIVE FOOT INTERVALS OR AS APPROVED BY THE ENGINEER. ATTACHMENT TO PIPE SHALL BE MADE IN PLASTIC CABLE TIES OR EQUIVALENT. THE USE OF TAPE IS NOT APPROVED. TRACKER WIRES SHALL BE CHECKED FOR CONTINUITY PRIOR TO PLACING THE WATERMAIN 1 SERVICE.
- HDPE JOINTING MUST BE COMPLETED USING BUTT FUSION.
 - FUSION TECHNICIAN MUST BE CERTIFIED IN ACCORDANCE WITH ASTM F2360 FOR THE USE OF HEAT FUSION EQUIPMENT AND THE STANDARD PRACTICE FOR A FUSION JOINTING OF HDPE PIPE AND FITTING IN ACCORDANCE WITH ASTM F2360.
- THE USE OF ELECTRIC FUSION IS ALLOWABLE ONLY IF APPROVED BY THE LOCAL MUNICIPALITY.
 - FUSION TECHNICIAN MUST BE CERTIFIED IN ELECTRIC FUSION JOINTING BY THE PRODUCT MANUFACTURER.
 - FUSION TECHNICIANS ARE REQUIRED TO FOLLOW GENERAL ELECTROFUSION PROCEDURE FOR FIELD JOINTING OF POLYETHYLENE PIPE AS PUBLISHED PLASTIC PIPE INSTITUTE HANDBOOK, ADVISORY BOARD AND ASTM F1001.
 - ELECTROFUSION EQUIPMENT SHALL BE CALIBRATED AND CERTIFIED PER THE PIPE MANUFACTURER'S REQUIREMENTS.
- HDPE PIPE TRANSITIONS TO DUCTILE IRON PIPE SHALL BE PERFORMED USING BUTT FUSED MECHANICAL JOINT ADAPTERS.
- THE USE OF MECHANICAL JOINT RESTRAINT SYSTEMS ON HDPE PIPE IS PROHIBITED UNLESS APPROVED BY THE LOCAL MUNICIPALITY.
- HYDROSTATIC TESTING FOR HDPE PIPE SHALL BE COMPLETED IN ACCORDANCE WITH ASTM STANDARDS AND ASTM F2194. TESTING SHALL BE PERFORMED AFTER THE 1 EXPANSION PHASE AND AFTER THE SYSTEM IS COMPLETED. THE SPECIFIC TARGET TEST PRESSURE IS 150 PSI OR 1.5 TIMES THE MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP) OF THE TEST SECTION, WHICH IS GREATER. THE TEST METHOD IS GENERALLY SUMMARIZED AS FOLLOWS:
 - 10.1. ZERO LEAKAGE ALLOWED.
 - 10.2. THE AMBIENT AIR TEMPERATURE AND SURFACE TEMPERATURE OF THE PIPE MUST BE CONSIDERED AND ADJUSTMENT TO TEST PRESSURE MAY BE APPROPRIATE.
 - 10.3. SLOWLY FILL THE TEST SECTION WITH WATER AND CAREFULLY AND COMPLETELY EXHAUST ALL OF THE AIR FROM THE TEST SECTION.
 - 10.4. ALLOW TIME FOR TEST FLUID AND PIPE TEMPERATURE TO EQUALIZE.
 - 10.5. ALLOW FOR INITIAL EXPANSION AS FINAL TEST PRESSURE IS APPLIED. THE INITIAL EXPANSION PHASE IS FOUR HOURS.
 - 10.6. REDUCE PRESSURE BY 10 PSI, OBSERVE TARGET TEST PRESSURE FOR ONE HOUR, AND IF THE PRESSURE REMAINS WITHIN SIX OF THE TARGET TEST PRESSURE THEN A PRESSING TEST IS INDICATED.
- IF LEAKS ARE DETECTED, DEPRESSURIZE MAIN AND REPAIR AS NEEDED. ALLOW THE TEST SECTION TO REMAIN DEPRESSURIZED FOR 8 HOURS BEFORE RETESTING.
- TESTING PER ASTM F2194 WILL BE REQUIRED WHEN GREATER THAN 25% OF THE TEST SECTION IS HDPE PIPE.

HDPE WATER MAIN STANDARD DETAILS	
PROJECT NO.: SHEET NO.: DATE:	SCALE: 1"=10'-0" DESIGNED BY: JDC CHECKED BY: JDC
WRC WATER RESEARCH CORPORATION 1000 W. 10TH AVE., SUITE 100 DENVER, CO 80202	



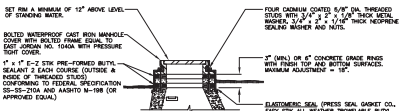


PIPE SIZE	A	B	C	D	E
16" x 8"	1/4"	7/8"	6	14-1/16"	24"
16" x 8"	1/4"	7/8"	6	14-5/16"	24"
16" x 8"	3/8"	1-1/8"	6	14-5/16"	24"
16" x 8"	3/8"	1-1/8"	6	14-9/16"	24"
16" x 12"	1/4"	7/8"	6	14-9/16"	32"
16" x 12"	1/4"	7/8"	6	14-9/16"	32"
16" x 12"	3/8"	1-1/8"	6	15-3/8"	24"
16" x 12"	3/8"	1-1/8"	6	15-3/8"	24"
16" x 12"	3/8"	1-1/8"	6	15-3/8"	32"
20" x 8"	1/4"	7/8"	6	16-1/2"	24"
20" x 8"	1/4"	7/8"	6	16-1/2"	24"
20" x 8"	3/8"	1-1/8"	6	16-1/2"	24"
20" x 8"	3/8"	1-1/8"	6	16-1/2"	24"
20" x 8"	3/8"	1-1/8"	6	16-1/2"	32"
20" x 12"	1/4"	7/8"	6	17"	24"
20" x 12"	1/4"	7/8"	6	17"	32"
20" x 12"	3/8"	1-1/8"	6	17-1/2"	24"
24" x 8"	1/4"	7/8"	6	18-3/4"	24"
24" x 8"	1/4"	7/8"	6	18-3/4"	24"
24" x 8"	3/8"	1-1/8"	6	19"	24"
24" x 12"	1/4"	7/8"	6	22-1/8"	24"
24" x 12"	1/4"	7/8"	6	22-1/8"	24"
24" x 12"	3/8"	1-1/8"	6	22-5/8"	24"
24" x 12"	3/8"	1-1/8"	6	22-5/8"	24"
24" x 12"	3/8"	1-1/8"	6	22-5/8"	32"
36" x 8"	3/8"	1-1/8"	6	25-1/2"	24"
36" x 8"	3/8"	1-1/8"	6	25-1/2"	24"
36" x 8"	3/8"	1-1/8"	6	25-1/2"	32"
36" x 12"	3/8"	1-1/8"	6	25-3/4"	24"
36" x 12"	3/8"	1-1/8"	6	25-3/4"	24"
36" x 12"	3/8"	1-1/8"	6	26"	32"
48" x 8"	3/8"	1-1/8"	6	29"	24"
48" x 8"	3/8"	1-1/8"	6	29"	24"
48" x 8"	3/8"	1-1/8"	6	29-1/8"	32"
48" x 12"	3/8"	1-1/8"	6	29-3/8"	24"
48" x 12"	3/8"	1-1/8"	6	29-3/8"	24"
48" x 12"	3/8"	1-1/8"	6	29-3/8"	32"
48" x 12"	3/8"	1-1/8"	6	29-3/4"	24"
48" x 12"	3/8"	1-1/8"	6	29-3/4"	24"
48" x 12"	3/8"	1-1/8"	6	29-3/4"	32"

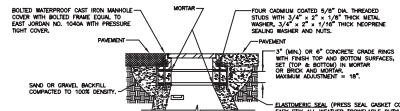
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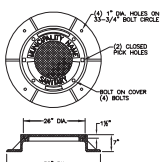
MANHOLE RING ADJUSTMENT CHART			
MANHOLE LOCATION	NO. OF RINGS	NO. OF RINGS TO BE ADJUSTED	ADJUSTMENT REQUIRED
PLAN	1	1	1/2"
SECTION	1	1	1/2"
SECTION	1	1	1/2"



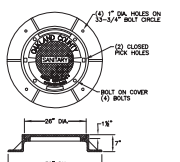
ADJUSTMENT DETAIL FOR
MANHOLE TOPS WITHIN FLOOD PRONE AREAS



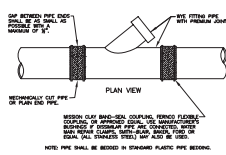
ADJUSTMENT DETAIL
MANHOLE TOPS WITHIN PAVEMENT AREAS



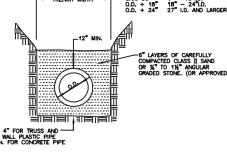
LOCAL MUNICIPALITIES MANHOLE COVER



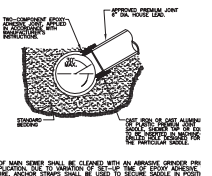
W.R.C. LETTERED MANHOLE COVER



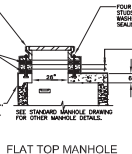
WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS
(RIGID PIPE)



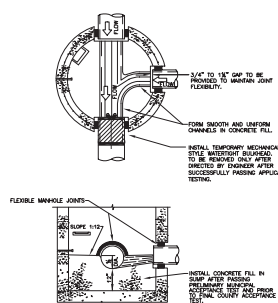
STANDARD BEDDING
(CLASS B)



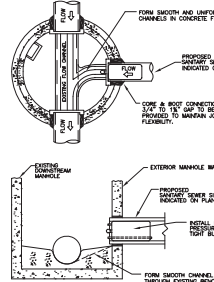
SEWER TAP-ALL SIZES OF MAIN SEWER PIPE
VITRIFIED CLAY



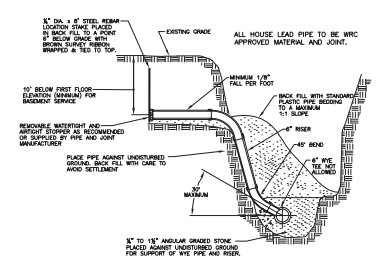
FLAT TOP MANHOLE



SUMP MANHOLE FOR TESTING,
CLEANING AND DEWATERING



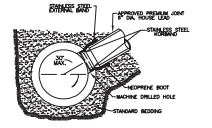
TESTING BULKHEAD WITH PIPE TAP



HOUSE LEAD DETAIL

WATER RESOURCES COMMISSIONER GRAVITY BUILDING LEAD REQUIREMENTS AND DETAILS

1. ALL BUILDING LEAD WORK MUST BE PERFORMED UNDER WATER RESOURCES COMMISSIONER (WRC) AND/OR LOCAL UNIT OF GOVERNMENT INSPECTION.
2. FOR ALL NEW-OPERATED SYSTEMS, CALL 248-888-1110 24-HOURS IN ADVANCE OF WORK TO SCHEDULE INSPECTION.
3. NO SANITARY SINKER MAY BE USED AS A DRAINAGE OUTLET.
4. WHERE AN EXISTING BUILDING LEAD IS BEING EXTENDED, DISSEMINATE TYPES AND SIZES OF PIPE SHALL BE JOINED USING AN WRC-APPROVED JOINT.
5. APPROVED BUILDING LEAD PIPE FOR GRAVITY SEWER LEADS:
 - A. AND PLASTIC, WITH SINKER, SEE SINKER SCHEDULE AL.
 - B. PVC PLASTIC, WITH SINKER, SEE SINKER SCHEDULE AL.
 - C. DUCTILE IRON PIPE, WITH SINKER, SEE SINKER SCHEDULE AL.
 - D. CLAY TILE, WITH SINKER, SEE SINKER SCHEDULE AL.
 - E. TITAN, WITH SINKER, SEE SINKER SCHEDULE AL.
 - F. TITAN, WITH SINKER, SEE SINKER SCHEDULE AL.
 - G. ANY EXISTING PIPE SPECIFIED ABOVE REQUIRE APPROVAL BY WRC.
6. ALLOWABLE TYPES OF SINKER PIPE ADAPTERS:
 - A. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - B. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - C. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - D. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - E. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - F. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - G. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - H. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - I. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - J. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - K. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - L. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - M. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - N. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - O. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - P. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - Q. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - R. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - S. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - T. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - U. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - V. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - W. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - X. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - Y. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.
 - Z. FLEXIBLE ADAPTER, WITH SINKER, SEE SINKER SCHEDULE AL.

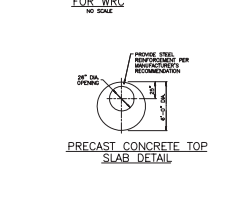
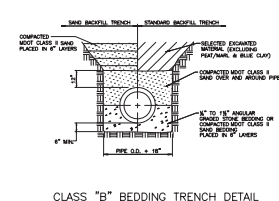
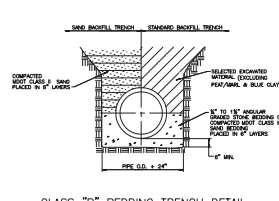
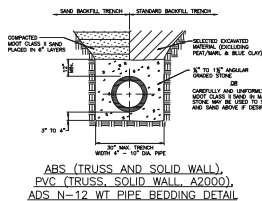
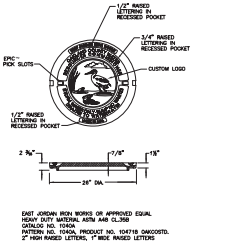
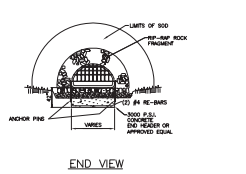
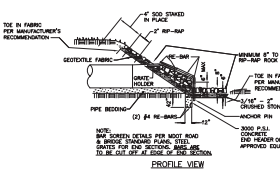
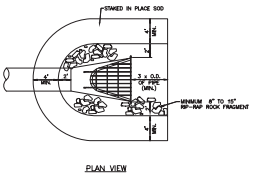
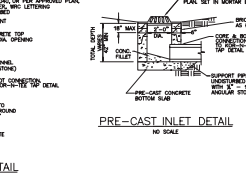
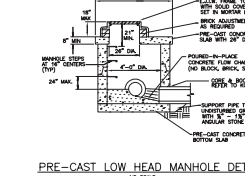
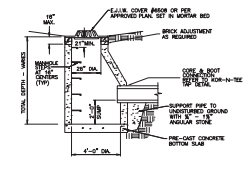
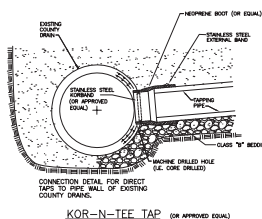
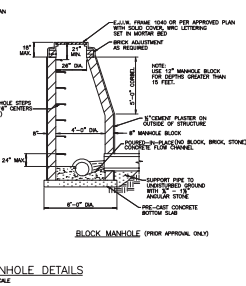
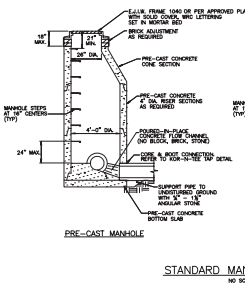
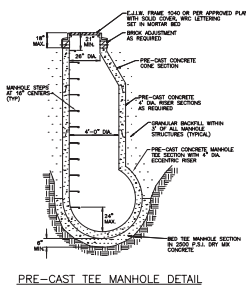
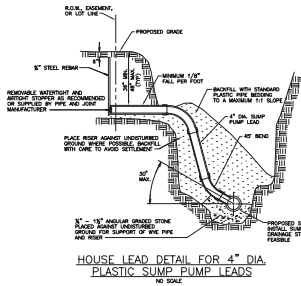


KOR-TEE TAP FOR CONCRETE PIPE

SHEET BLOCK			
Drawn By:	Revised By:	Drawn Date:	Revised Date:
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10

SANITARY SEWER DETAILS AND NOTES

DATE:	DATE:	DATE:	DATE:
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10

[illegible]

STORM DRAIN NOTE AND DETAILS			
PROJECT NAME AND LOCATION			
OWNER, PROJECT NUMBER, SHEET NO. _____			
Drawn By:	Rev.	Date:	Description:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
ORIGIN DATE: 05/09/07			
SCALE: NONE			
DESIGNED BY: WRC			
DRAWN BY: [Signature]			
 WATER RESOURCES CORPORATION			ONE PUBLIC: 07 000102
			SHEET NO. _____



Schedule							
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Wattage
	B1	18	Lithonia Lighting	BAOR LED P5 40K 5YM DDBSD	BAOR LED P5 40K 5YM DDBSD	LED	32.31
	B2	4	Lithonia Lighting	BAORF P2 40K ASY	BAORF P2 40K ASY	LED	38.0107
	B3	2	Lithonia Lighting	BAORF P1 27K 5YM HS	BAORF P1 27K 5YM HS	LED	25.4134
	C2	1	THE KUBIK COMPANY	URS-10526-3500L-WPL	URS-10526-3500L-WPL	LED	43
	F1	1	Lithonia Lighting	OSX90 LED P4 40K 70CR6 FL	OS Series Floodlight Size 3 with 0 COB P4 Luminaire Package 4000K CCT 70CRI Type P5 Distribution	LED	285.020
	P1	2	Lithonia Lighting	OSX10 LED P5 40K 70CR6 TSW	OS Series Size 0 Area Luminaire P5 Performance Package 4000K CCT 70 CRI Type S wide	LED	60.12
	P2	2	Lithonia Lighting	OSX10 LED P2 40K 70CR6 TSW	OS Series Size 0 Area Luminaire P2 Performance Package 4000K CCT 70 CRI Type S wide	LED	60.28
	P3	1	Lithonia Lighting	OSX10 LED P4 40K 19FM PWGLT HS	OSX10 LED P4 40K 19FM PWGLT with houseable shield	LED	60
	W1	3	Lithonia Lighting	ARC1 LED P1 40K	ARC1 LED WITH P1 PERFORMANCE PACKAGE, 4000K	LED	10.8751
	W2	1	Lithonia Lighting	OSX10 LED P1 40K 70CR6 19FM	OS Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 70 CRI Floodlight	LED	33.21
	W3	14	Lithonia Lighting	ARC1 LED P1 40K	ARC1 LED WITH P1 PERFORMANCE PACKAGE, 4000K	LED	10.8751
	W4	3	BECA Reverted by LUMICA v 06.02.2017 / P.L.	33 509 K4	33 509 K4	LED	13
	W5	2	BECA Reverted by LUMICA v 06.07.2017 / P.L.	33 508 K4	33 508 K4	LED	7

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 5' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

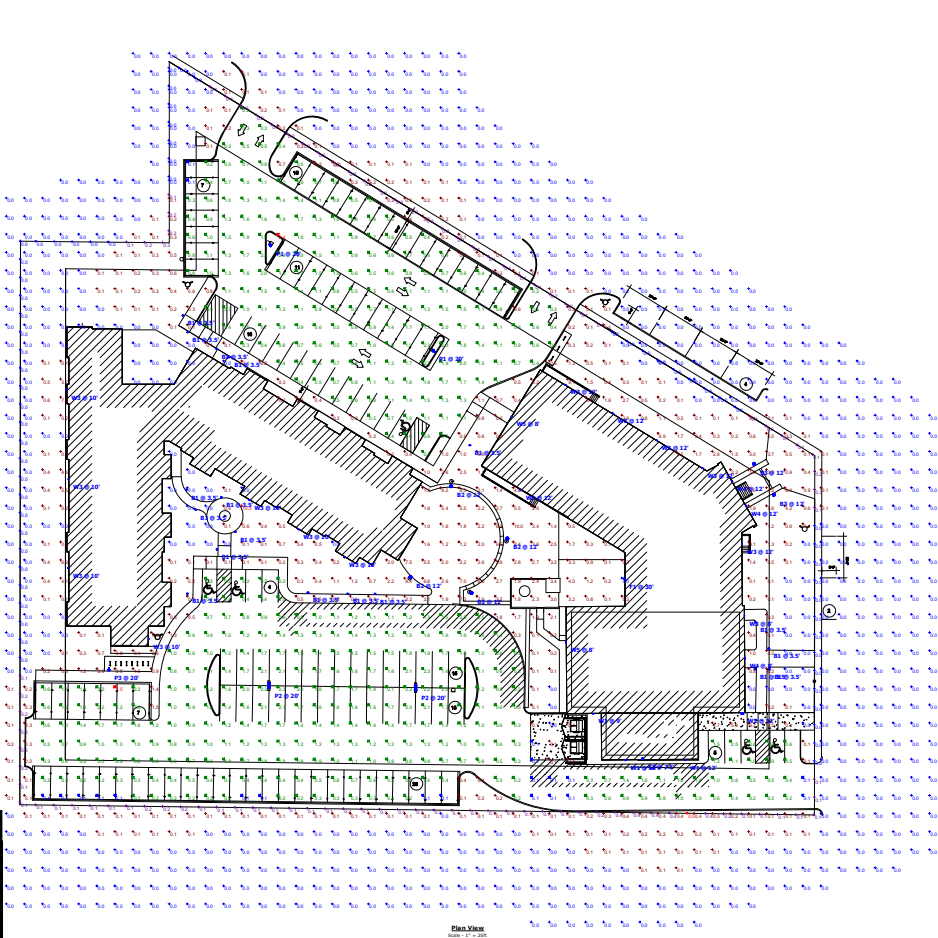
UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1-2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Statistics						
Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Grade @ 5'	+	0.6 fc	10.3 fc	0.0 fc	N/A	N/A
North Parking and Drives	✗	1.0 fc	2.4 fc	0.1 fc	10.0:1	24.0:1
Property Line	+	0.1 fc	0.5 fc	0.0 fc	N/A	N/A
South Parking and Drive	✗	1.0 fc	3.5 fc	0.1 fc	10.0:1	35.0:1



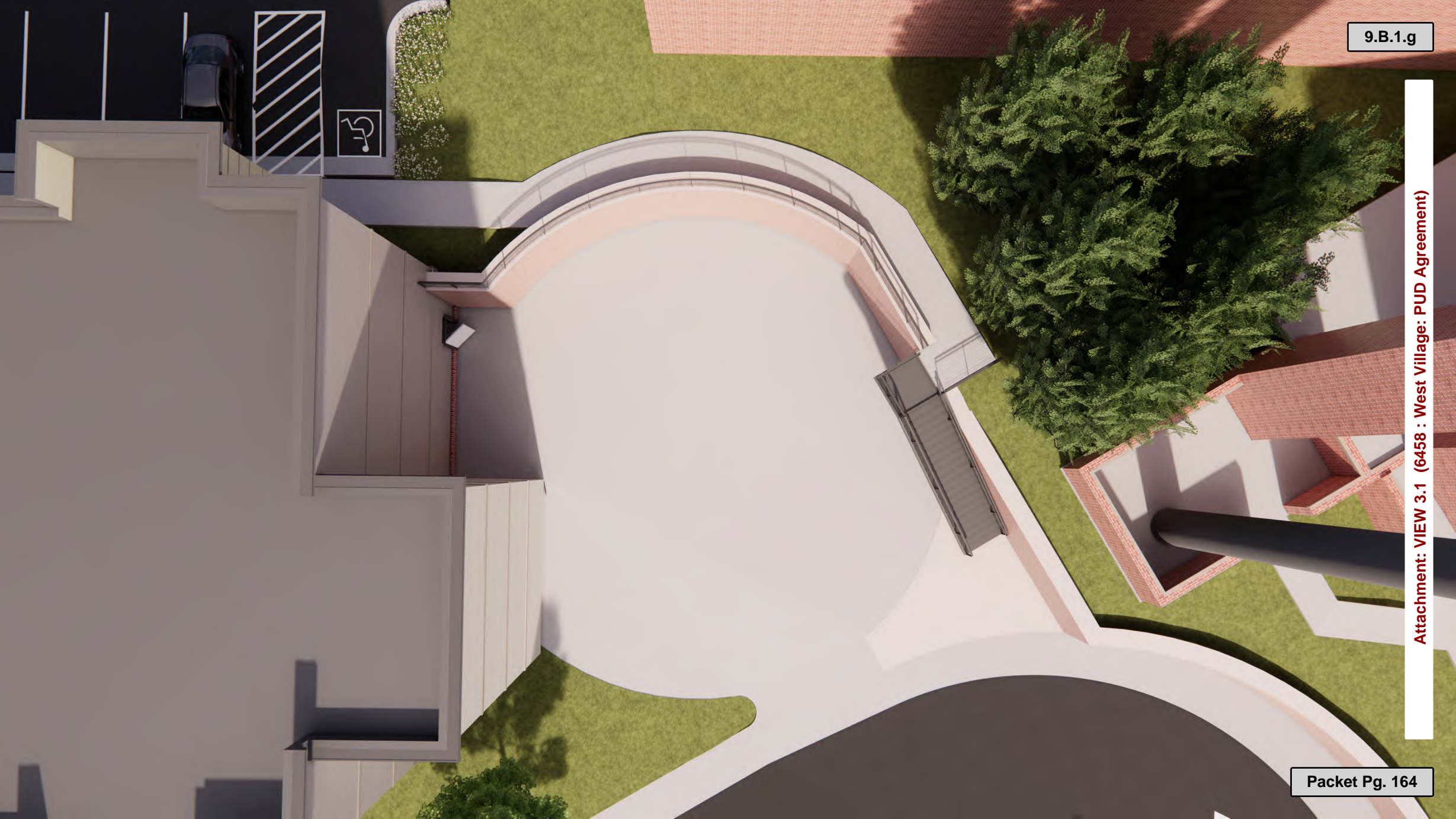




EXHIBIT A**LEGAL DESCRIPTION OF THE LAND**

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

Part of Lots 9 and 10, Supervisors Plat No. 8, as recorded in Liber 14 of Plats, Page 58, Oakland County Records, more particularly described as beginning at a point which is North 00 degrees 02 minutes 49 seconds East, along the East line of said Lots 10 and 11, 161.78 feet from the Southeast corner of said Lot 11 of Supervisors Plat No. 8; thence North 89 degrees 15 minutes 57 seconds West 438.88 feet; thence North 00 degrees 02 minutes 14 seconds East 311.33 feet to a point on the North line of said Lot 9; thence South 89 degrees 27 minutes 45 seconds East, along said North line of Lot 9, 82.06 feet to the Northeast corner of said Lot 9; thence North 00 degrees 00 minutes 14 seconds West, along the West line of said Lot 10, 99.91 feet to a point on the Northerly line of said Lot 10; thence South 58 degrees 37 minutes 00 seconds East, along said Northerly line, 417.89 feet to the Northeast corner of said Lot 10; thence South 00 degrees 02 minutes 49 seconds West, along the East line of said Lot 10, 198.48 feet to the point of beginning.

Attachment: Exhibit A - 55 W Elizabeth Street Legal Description (6458 : West Village: PUD Agreement)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Use of Unimproved Public Property Agreement - Starboard Development Project

BACKGROUND BRIEF:

The property in question is a Village-owned parcel and public right of way, also known as Green's Park, adjacent to land that is planned for high density, mixed-use, multifamily development. A portion of said parcel is not accessible by land as it protrudes northward across the shoreline and beyond an existing fence line that terminates at the shoreline. The Village Attorney, Engineer, and Planner have recommended that an access easement be explored with the Village for this portion of Green's Park.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None; however, the Council previously approved an agreement on November 27, 2023 with Starboard Orion, LLC to reconfigure the arrangement of Flint and Lake Streets. The Council approved a second agreement with Starboard Orion, LLC on November 27, 2023 to license the use of unimproved public property for emergency and pedestrian access improvements.

FINANCIAL IMPACT:

None.

RECOMMENDED MOTION:

To request the provision of land-based access onto a portion of Village property, also known as Green's Park, through the proposed Starboard Orion development, insofar that said property is otherwise inaccessible via land and such provision is not unreasonably burdensome, and to cause such access to be recorded as a permanent easement.

ATTACHMENTS:

Starboard Resubmittal 2023-09-25

Greens_Park_Access

Executive:	MP
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

Professional Seal:



Know what's below.
Call before you dig.

DATE:	ISSUE:
08.05.2022	SUBMIT FOR PRELIMINARY PUD APPROVAL
08.22.2022	REVISE FOR PRELIMINARY PUD APPROVAL
07.20.2023	SUBMIT FOR SITE PLAN APPROVAL
09.18.2023	RESUBMIT FOR SITE PLAN APPROVAL

Developed For:

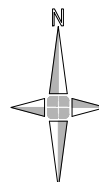
MOCERI COMPANIES
3500 UNIVERSITY DRIVE
AUBURN HILLS, MI
48326
248.340.9400

SITE AND PAVING PLAN

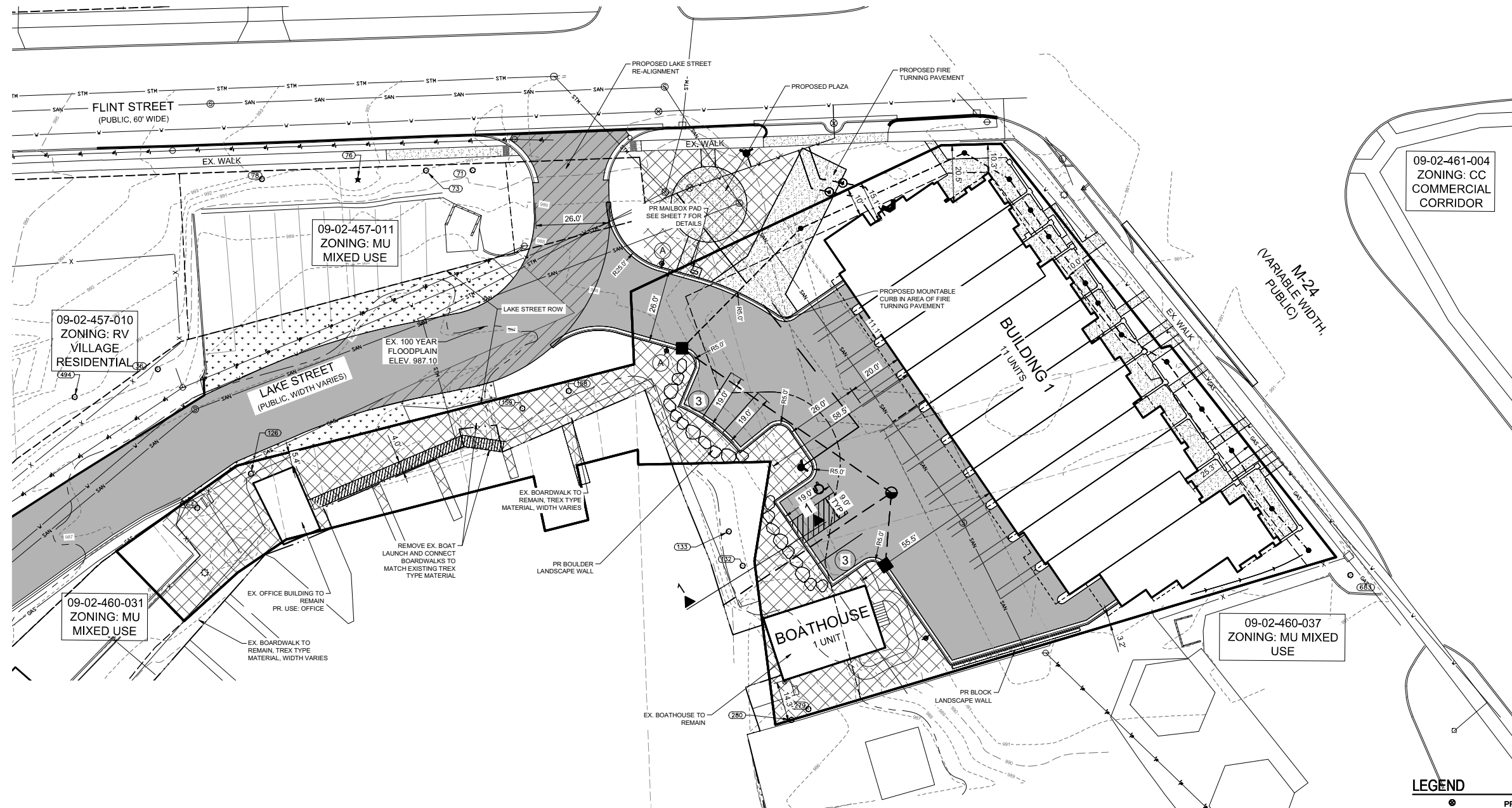
THE STARBOARD

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	08.05.2022
Scale:	1" = 20'
Sheet:	C3
Project:	20107.30



0 20' 40'
SCALE: 1" = 20'



AREA, HEIGHT, BULK AND PLACEMENT REGULATIONS:

SETBACKS

	PROPOSED	REQUIRED	EX. BOATHOUSE
M-24 FRONT	10' / 25'	10' MIN / 25' MAX	NA
LAKE ST. FRONT	10' / 15.1'	10' MIN / 25' MAX	NA
FLINT STREET FRONT	10.3' / 20.5'	10' MIN / 25' MAX	NA
WATER	58.5'	25'	0'
SIDE	3.2'	0'	14.3'

LOT COVERAGE

33%

IMPERVIOUS AREA

EXISTING:
BUILDING: 8,356 SF
PAVEMENT: 16,373 SF
TOTAL: 24,729 SF = 68%

PROPOSED:
BUILDING: 11,884 SF
PAVEMENT: 12,948 SF
TOTAL: 24,832 SF 68%

SITE PLAN NOTES:

ZONING: MU, MIXED USE (34,112 SF) 0.78 ACRES
TOTAL AREA OF BOTTOM LANDS IN MU (2,141 SF) 0.05 ACRES
TOTAL AREA FOR DENSITY 0.83 ACRES

DENSITY
MU = 15 RES./ACRE X 0.83 ACRES = 12.45 RESIDENCES

PROPOSED RESIDENCES:

THE STARBOARD 11 RESIDENCES
BOAT HOUSE 1 RESIDENCES
TOTAL 12 RESIDENCES

TOTAL OPEN SPACE REQUIRED PER MU ORDINANCE 10%

PROPOSED OPEN SPACE: 8,810 SF, 0.20 ACRES
24%

PARKING:

REQUIRED:

MULTI-FAMILY REQUIREMENTS
2 SPACES PER UNIT
12 x 2 = 24 SPACES
OFFICE
1 SPACE PER 350 SF GROSS AREA
367 SF / 350 = 1 SPACE
TOTAL REQUIRED: 25 SPACES

PROVIDED:

GARAGE SPACES 11 SPACES
DRIVEWAY SPACES 9 SPACES
OFF-STREET SPACES 6 SPACES
TOTAL SPACES 26 SPACES

PROPOSED BEDROOM BREAKDOWN:

1 BEDROOM 1 RESIDENCE
2 BEDROOMS 11 RESIDENCES
TOTAL 12 RESIDENCES

NOTES:

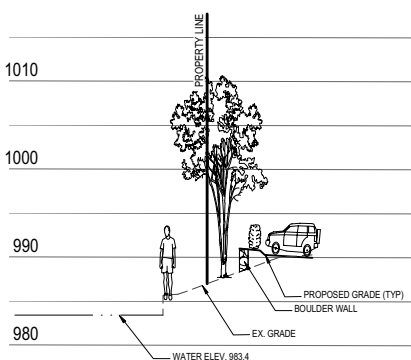
- STARBOARD IS PROPOSED MULTI-FAMILY RESIDENCE COMMUNITY.
- TRASH RECEPTACLES WILL BE STORED IN THE RESIDENCE GARAGES AND ROLLED OUT ON GARBAGE DAY.
- NO PARKING FIRE LANE SIGN

LEGEND

	PR GATE VALVE AND WELL
	PR HYDRANT
	PR VALVE AND BOX
	PR WATERMAIN
	PR STORM CATCH BASIN
	PR STORM MANHOLE
	PR STORM END SECTION
	PR STORM END SECTION
	PR RIP RAP
	PR STORM SEWER
	PR CLEAN OUT
	PR SANITARY MANHOLE
	PR SANITARY SEWER
	PR UNDERGROUND ELECTRIC SERVICE
	PR UNDERGROUND GAS SERVICE
	PR UNDERGROUND TELEPHONE SERVICE
	PR UTILITY CROSSING
	PR CONTOUR MINOR (1')
	PR CONTOUR MAJOR (5')
	PR SPOT ELEVATION
	PR SWALE
	PR CURB AND GUTTER
	PR REVERSE CURB AND GUTTER
	PR STD. DUTY ASPHALT
	PR CONCRETE PAVEMENT
	PR OPEN SPACE AREA
	BOTTOM LANDS
	PR GRASS PAVERS

SECTION 1-1

SCALE: H:1"=30', V:1"=10'



Executive:	MP
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

Professional Seal:



Know what's below.
Call before you dig.

DATE:	ISSUE:
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08.22.2022	REVISE FOR PRELIMINARY PUD APPROVAL
07.20.2023	SUBMIT FOR SITE PLAN APPROVAL
08.18.2023	RESUBMIT FOR SITE PLAN APPROVAL

Developed For:

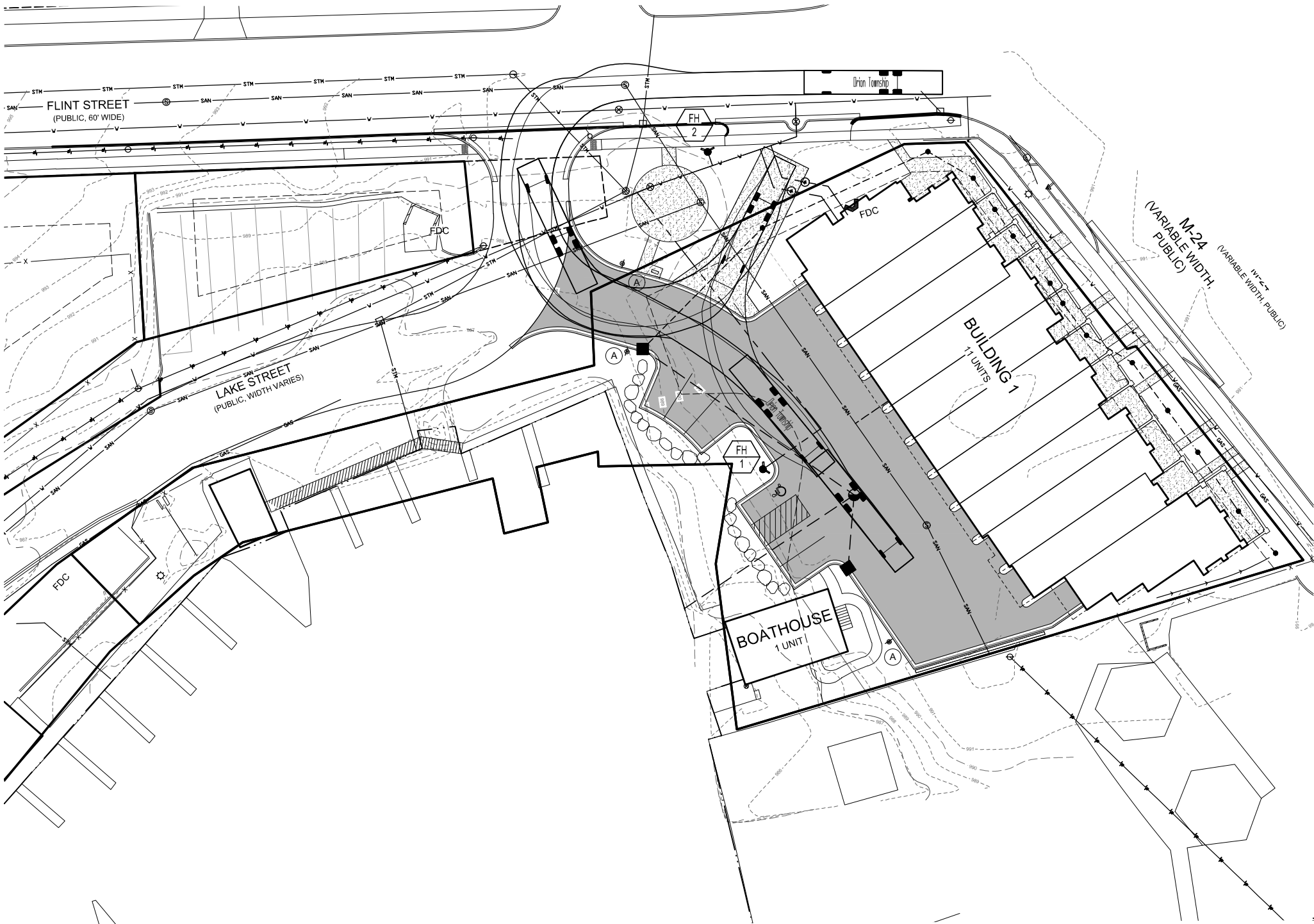
MOCERI COMPANIES
3500 UNIVERSITY DRIVE
AUBURN HILLS, MI
48326
248.340.9400

FIRE PROTECTION
PLAN

THE STARBOARD

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

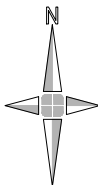
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Scale:	1" = 20'
Sheet:	C7
Project:	20107.30



- NOTES:
1. NO PARKING FIRE LANE SIGN (A)

LEGEND

- PR GATE VALVE AND WELL
- PR HYDRANT
- PR VALVE AND BOX
- PR WATERMAIN
- PR STORM CATCH BASIN
- PR STORM MANHOLE
- PR STORM END SECTION
- PR STORM END SECTION
- PR RIP RAP
- PR STORM SEWER
- PR CLEAN OUT
- PR SANITARY MANHOLE
- PR SANITARY SEWER
- PR UNDERGROUND ELECTRIC SERVICE
- PR UNDERGROUND GAS SERVICE
- PR UNDERGROUND TELEPHONE SERVICE
- PR UTILITY CROSSING
- PR CONTOUR MINOR (1')
- PR CONTOUR MAJOR (5')
- PR SPOT ELEVATION
- PR SWALE
- PR CURB AND GUTTER
- PR REVERSE CURB AND GUTTER



0 20' 40'
SCALE: 1" = 20'

Executive:	MP
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

Professional Seal:



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Developed For:

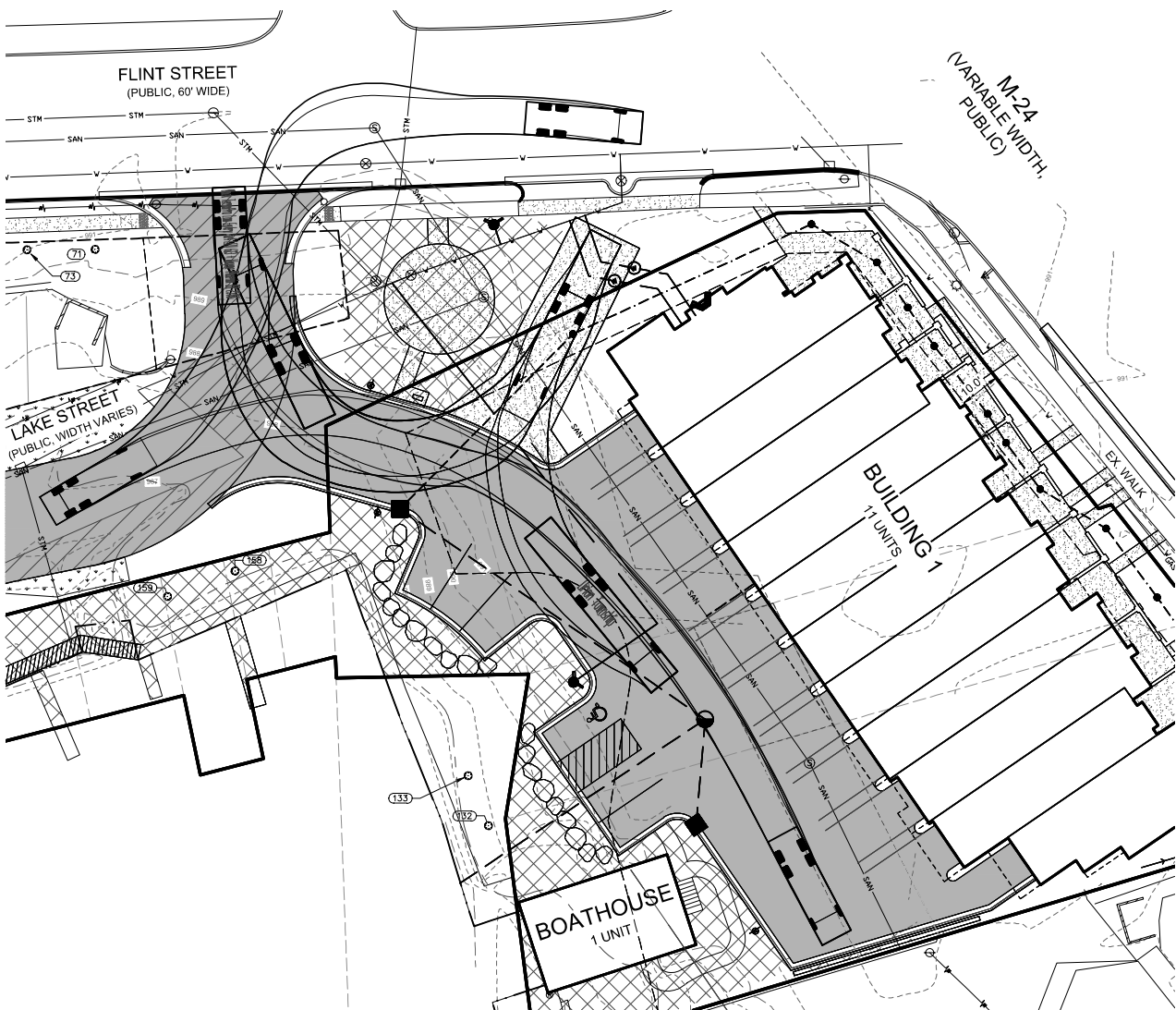
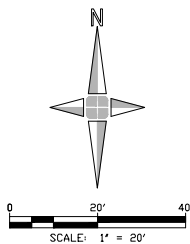
MOCERI COMPANIES
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AUBURN HILLS, MI
48326
248.340.9400

TRUCK TURNING
MOVEMENTS PLAN

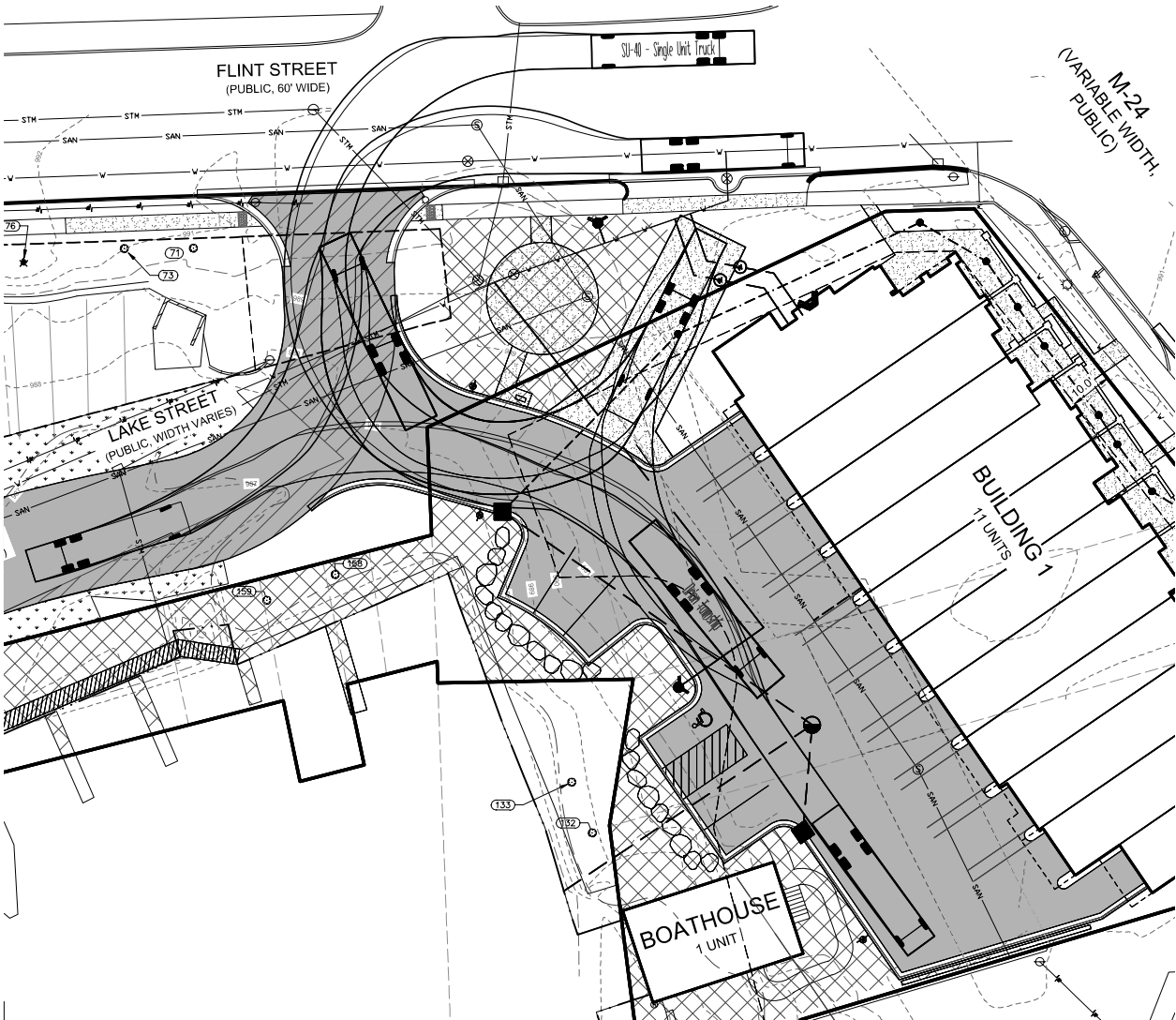
THE STARBOARD

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	08.05.2022
Scale:	1" = 20'
Sheet:	C8
Project:	20107.30



GARBAGE TRUCK TURNING MOVEMENTS



MOVING TRUCK TURNING MOVEMENTS

Executive:	MP
Manager:	NS
Designer:	-
Quality Control:	MP
Section:	2
T-04-N R-10-E	

Professional Seal:



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Developed For:

MOCERI COMPANIES
3500 UNIVERSITY DRIVE
AUBURN HILLS, MI
48326

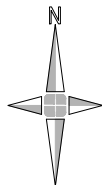
248.340.9400

LANDSCAPE PLAN

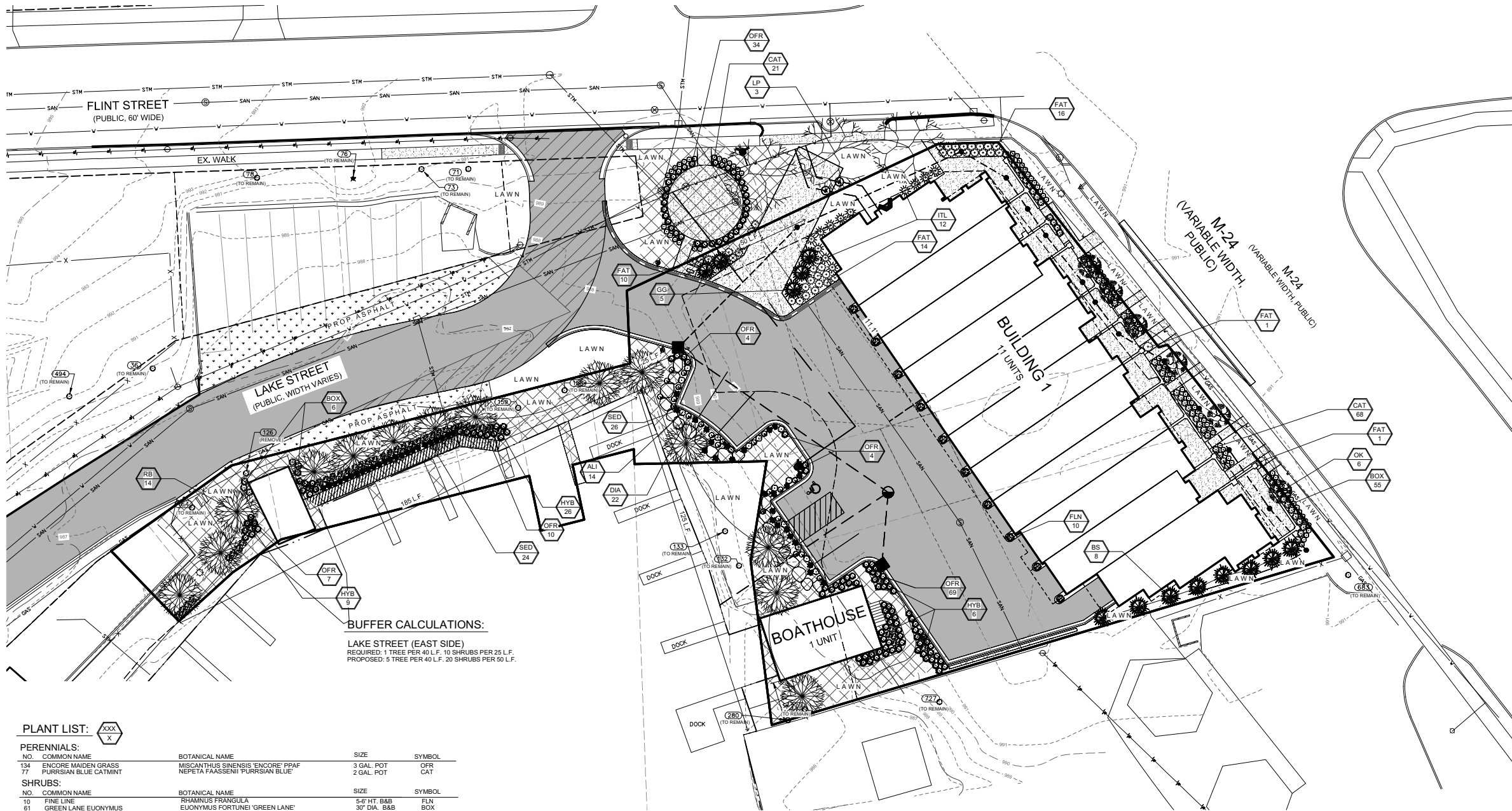
THE STARBOARD

VILLAGE OF LAKE ORION
OAKLAND COUNTY
MICHIGAN

Date:	08.05.2022
Scale:	1" = 20'
Sheet:	LA-100
Project:	20107.30



0 20' 40'
SCALE: 1" = 20'



BUFFER CALCULATIONS:
LAKE STREET (EAST SIDE)
REQUIRED: 1 TREE PER 40 L.F. 10 SHRUBS PER 25 L.F.
PROPOSED: 5 TREE PER 40 L.F. 20 SHRUBS PER 50 L.F.

PLANT LIST:

PERENNIALS:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
134	ENCORE MAIDEN GRASS	MISCANTHUS SINENSIS 'ENCORE' PP4F	3 GAL. POT	OFR
77	PURRSIAN BLUE CATMINT	NEPETA FAASSENTII 'PURRSIAN BLUE'	2 GAL. POT	CAT

SHRUBS:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
10	FINE LINE	RHAMNUS FRANGULA	5-6' HT. B&B	FLN
61	GREEN LANE EUONYMUS	EUONYMUS FORTUNEI 'GREEN LANE'	30" DIA. B&B	BOX
12	TAYLOR JUNIPER	JUNIPERUS VIRGINIANA TAYLOR	6-7' HT. B&B	ITL
42	FRANKY BOY ARBORVITAE	THUJA ORIENTALIS 'FRANKY BOY'	2 GAL. POT	FAT
22	SWEET EMOTION® ABELIA	ABELIA MOSANENSIS 'SMNAIDS' PP27370	1 GAL. POT	DIA
50	WHIPCORD ARBORVITAE	THUJA PLICATA WHIPCORD	1 GAL. POT	SED
14	HAKURO NISHIKI WILLOW	SALIX INTEGR HAKURO NISHIKI	1 GAL. POT	ALI
43	STARRY STARRY NIGHT HIBISCUS	HIBISCUS STARRY STARRY NIGHT	1 GAL. POT	HYB

TREES:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
15	GREEN GIANT ARBORVITAE	THUJA PLICATA 'GREEN GIANT'	8' HT. B&B	GG
14	CRIMSON SPIRE OAK	QUERCUS X CRIMSCHMIDT PP#9103	3-11/2" CAL. B&B	CR
3	RIVER BIRCH	BETULA NIGRA	3" CAL. B&B	RB
3	LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'BLOODGOOD'	3-3 1/2" CAL. B&B	LP

BUFFER CALCULATIONS:

LAKE STREET (EAST SIDE)
REQUIRED: 1 TREE PER 40 L.F. 10 SHRUBS PER 25 L.F.
PROPOSED: 5 TREE PER 40 L.F. 20 SHRUBS FOR 50 L.F.

LAKE STREET (WEST SIDE)
REQUIRED: 1 TREE PER 40 L.F. 10 SHRUBS PER 25 L.F.
PROPOSED: 1 TREE FOR 25 L.F. 12 SHRUBS FOR 25 L.F.

LAKE FRONT (EAST SIDE)
REQUIRED: 1 TREE PER 40 L.F. 10 SHRUBS PER 25 L.F.
PROPOSED: 4 TREE PER 125 L.F. 50 SHRUBS PER 125 L.F.

LAKE FRONT (SOUTH SIDE)
REQUIRED: 1 TREE PER 40 L.F. 10 SHRUBS PER 25 L.F.
PROPOSED: 9 TREE PER 185 L.F. 74 SHRUBS PER 185 L.F.

LEGEND

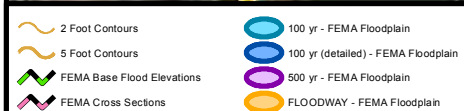
	PR GATE VALVE AND WELL
	PR HYDRANT
	PR VALVE AND BOX
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	PR STORM END SECTION
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	PR REVERSE CURB AND GUTTER
	PR STD. DUTY ASPHALT
	PR CONCRETE PAVEMENT
	PR OPEN SPACE AREA

Greens Park Easement

9.B.2.b



Attachment: Greens_Park_Access (6451 : Request for Access Easement - Starboard Development Project)



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

David Coulter
Oakland County Executive

Date Created: 12/5/19
NORTH
Packet Pg. 172



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Appointment to Chief of Police Position and Employment Agreement

BACKGROUND BRIEF:

Village Manager McClary is requesting that the Village Manager's appointment of the Chief of Police and the Police Chief employment agreement be approved.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Please refer to the attached employment agreement for details.

RECOMMENDED MOTION:

#1 - To confirm the Village Manager's appointment of Lake Orion Police Lieutenant Todd Stanfield as Chief of Police for the Village of Lake Orion effective December 12, 2023.

#2 - To approve the employment agreement for Todd Stanfield as Chief of Police as presented by the Village Manager and to authorize the Village Manager and Village Clerk to execute the agreement on behalf of the village.

ATTACHMENTS:

Police Chief Employment Agreement - Stanfield - 2023 - REVISED 12-05-23

VILLAGE OF LAKE ORION

POLICE CHIEF EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the date it is fully signed and is between the Village of Lake Orion, Oakland County, Michigan, a Michigan municipal corporation ("Village"), and Todd Stanfield, ("Police Chief").

RECITALS:

As provided in Section 3.10 of the Village Charter, the Village Council, upon the recommendation of the Village Manager, desires to employ Police Chief to hold the office of Police Chief to serve at the pleasure of the Village Council of the Village of Lake Orion; and

Todd Stanfield desires to accept employment as Police Chief of the Village of Lake Orion;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

The Village agrees to employ Police Chief and Police Chief agrees to serve as the Police Chief of the Village of Lake Orion to perform such duties as are provided for the Police Chief by state law, the Charter, the village ordinances, and the administrative directives of the Village Manager. Effective upon commencement of the Term of employment under this Agreement, Police Chief shall not maintain or be engaged in any other full or part-time employment or business, unless approved by the Village Manager and Village Council.

SECTION 2. TERM

- A. This Agreement is for an indefinite term of at-will employment that commences on December 12, 2023, subject to the provisions in Sections 4 and 5.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Council upon a recommendation of the Village Manager to terminate the services of the Police Chief at any time, subject only to the provisions in Sections 4 and 5.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Police Chief to resign at any time, subject only to the provisions set forth in Section 4C.

SECTION 3. SUSPENSION

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

SECTION 4. TERMINATION

- A. **Without Cause.** The Police Chief may be terminated without cause by the Village Manager with a majority vote of the Village Council. Such a termination shall be effective no earlier than 30 days after the Police Chief receives personal or written notice of the termination and the severance pay specified in Section 5.
- B. **With Cause.** The Police Chief may be terminated for cause by the Village Manager with a majority vote of the Village Council after the Police Chief has been given written notice stating the cause for termination at least ten (10) days prior to a hearing by the Village Council at which Police Chief shall have the opportunity to be heard. Cause for termination under this Section is defined as conviction of or plea of nolo contendere to any crime whether or not a felony; failure or refusal to perform duties or other breach of this Agreement; or a violation of a federal, state, county or other governmental law or regulation while acting as Police Chief.
- C. **Resignation.** The Police Chief may resign with or without cause effective no earlier than 30 days, or such other period of time as the Police Chief and the Village Council agree, after written notice of the resignation is given to the Village Council by delivery to the Village Clerk. Failure of the Police Chief to give the required prior notice of resignation will result in forfeiture of the right to payment for any accrued vacation, sick, compensatory or personal leave time that is otherwise payable to resigning Village department heads.

SECTION 5. TERMINATION PROVISIONS

- A. In the event the Police Chief is terminated without cause at a time when the Police Chief is willing and able to perform the duties under this Agreement, the Village agrees to pay the Police Chief a lump sum cash payment as severance pay in the amount of one (1) month of base salary. Severance pay will not be owed in the event of termination for cause by the Village or resignation by the Police Chief.
- B. In the event the Police Chief is terminated with cause, the Police Chief is entitled to no compensation or benefits beyond the salary already earned. There will be no payment other than paid time off banked or earned as provided in this agreement as of the date of termination.

- C. Upon termination from the Village employment, the Village will pay any unused vacation leave, sick leave, compensatory time and personal days hours to the designated beneficiary or in the event of none designated the Village shall pay the same to the Chief's estate.

SECTION 6. DISABILITY

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

SECTION 7. SALARY

The Village agrees to pay the Police Chief an annual salary for services rendered pursuant to this Agreement, to be distributed through the Village's normal payroll system, in an amount to be determined annually by the Village Council. The position of Police Chief is a Fair Labor Standards Act (FLSA) overtime exempt position. As of December 12, 2023, the annual salary is \$87,500.00 (\$42.0673 per hour for payroll calculation purposes). The annual determinations of the base salary for the fiscal year that begins July 1 shall be made by the Village Council upon the recommendation of the Village Manager no later than the last regular Council meeting in May of that year, taking into account the performance evaluations described in Section 8. Any increases in the base salary and/or other benefits of the Police Chief shall be in such amounts and to such extent as the Village Council may determine desirable or appropriate upon the recommendation of the Village Manager, with the Police Chief entitled to any across-the-board percentage salary increase the Village Council approves for all Village employees and the only permissible reduction in base salary being by the same or smaller percentage of any across-the-board salary reduction approved by the Village Council for all Village employees.

Field Training Officer Pay

The Police Chief Field Training Officer Pay shall be the same as the full-time police officers. The Police Chief shall be compensated \$1,200.00 per year in June for maintaining his status as a Field Training Officer and conducting such training.

SECTION 8. PERFORMANCE EVALUATIONS

The Manager shall review and evaluate the performance of the Police Chief as provided in this Section. The evaluation shall be done on an annual basis in March of each year. Performance evaluations are intended to provide a means for communication between the Village Manager and Police Chief, shall be conducted in a manner determined by the Village Manager, and shall include a review of performance since the last evaluation and an identification by the Manager and Council of goals, objectives and expectations for and of the Police Chief that will be included as criteria in the next performance evaluation.

SECTION 9. HOURS OF WORK

The duties of the Police Chief require a great deal of time outside the normal 9:00 AM to 5:00 PM office hours and include attendance at meetings which may include the Village Council, Planning Commission, Board of Zoning Appeals, Downtown Development Authority, Parks & Recreation Advisory Committee and other existing or future Village boards and commissions. With prior notice to the Village Manager, the Police Chief may designate another qualified employee or consultant of the Village to attend a meeting when the Police Chief is unable due to a conflict with other Village business, scheduled vacation, or illness.

The Village Manager acknowledges and agrees that the Chief is being employed in a bona fide executive, administrative, or professional capacity and, to that end, the Chief shall be allowed to establish an appropriate work schedule to accommodate for the duties requiring time spent outside of normal business hours.

SECTION 10. RESIDENCE

In accordance with provisions of Section 3.7 of the Village Charter allowing the Village Council to excuse the Police Chief from being a resident of the Village, and Public Act No. 212 of 1999, as amended, within 90 days of the Police Chief commencing employment under this Agreement, the Police Chief shall reside at a location that is no more than 20 miles from the nearest border of the Village unless excused or waived by subsequent action of the Council upon the recommendation of the Village Manager.

SECTION 11. AUTOMOBILE USE

The Police Chief shall be entitled to use of a police vehicle during his employment. Such vehicle use will be restricted to Village business related matters.

SECTION 12. PAID LEAVE

The Police Chief shall be entitled to paid holiday, vacation, sick, compensatory, and personal leave days/time to be taken or accrue in the same manner and subject to the same limitations as provided for the Village's department heads and in accordance with the Village's policy in effect from time to time.

The current paid leave provisions are:

SICK LEAVE: Four (4) hours per pay period to be used as needed in accordance with policies adopted from time to time by the village. Upon termination or retirement, a payout of unused sick leave of the accumulated hours will be 50% of the accumulated hours with a maximum payout of 300 hours.

VACATION LEAVE: The Police Chief shall be entitled to twenty-five (25) vacation days annually. Vacation leave time banked prior to promotion as Police Chief is frozen at the hourly rate (as Lieutenant) prior to being promoted to Chief. Payout of the frozen hourly rate banked vacation leave time may be paid out annually up to eighty (80) hours as requested by the Police Chief. The balance of banked vacation time, if any, is to be paid at separation.

From the date of promotion to Chief, vacation leave shall be used within one (1) year of being credited. Up to 80 hours can be rolled over to the next year. All vacation time earned is at regular rate of pay of the Chief. Any unused hours above the 80 hours rollover will be paid out annually. At the time of separation, any banked or unused hours shall be paid at the time of separation.

PERSONAL LEAVE: Four (4) personal business days shall be granted annually. There is no carry-over or payout at separation of unused personal leave days.

COMPENSATORY TIME: The Police Chief shall be entitled to 100 hours of compensatory time to be banked to the credit up to 100 hours in lieu of overtime pay for working in excess of 40 hours a week. Compensatory time is to be taken as vacation/leave time off. Up to 40 hours can be rolled over to the next year. All compensatory time earned shall be paid at 1 ½ times the regular rate of pay of the Chief. Any unused hours above the 40 hours rollover will be paid out annually. At the time of separation, any banked or unused hours shall be paid at the time of separation.

HOLIDAYS: The Chief shall be entitled to the 14 holidays off as per the POAM police contract, Article 45.

SECTION 13. DISABILITY, HEALTH AND LIFE INSURANCE

The Police Chief shall be entitled to benefits equal to those provided to the Village's salaried employees, which benefits are subject to the same terms and conditions as those of the other salaried employees of the Village and subject to change at any time at the sole discretion of the Village Council. Such benefits include but are not limited to the following:

- Hospitalization Insurance
- Dental Insurance
- Optical Insurance

Life Insurance \$50,000, reduces to 50% \$25,000 at age 65 per insurance coverage contract.

Short-term and long-term disability insurance

Injury on the Job

Funeral and Serious Illness Leave

In the case of serious illness or death in his immediate family, the Police Chief may be granted leave of absence with pay for a period not to exceed five days upon the approval of the Village Manager. Immediate family is defined as: wife, husband, child, brother, sister, parent, parent-in-law, grandchild, grandparent, and grandparent-in-law.

Post Retirement Health Care Benefits

When the Police Chief retires after working no fewer than twenty-five (25) years, he is eligible to participate in the Village Non-Union retiree health insurance program. The Non-Union retiree health program is single coverage for the employee and spouse with the Village contributing 75% of the premium and the employee contributing 25% of the monthly premium. This benefit currently is for the term of retirement of the Police Chief and his spouse at that time. The plan is subject to change in the employer's discretion.

SECTION 14. RETIREMENT

The Village will provide the employee pension benefits in the MERS defined benefit plan B-3, FAC 3, F55/25 plan with the employee contribution rate of five percent (5%).

SECTION 15. DUES AND SUBSCRIPTIONS

On an annual basis, the Village agrees to consider budgeting and paying for the following professional dues and subscriptions of the Police Chief and any other organizations which will contribute to the continued professional participation, growth and advancement of the Police Chief, and for the good of the Village: (1) Michigan Association of Police Chiefs, (2) Oakland County Chiefs Association, advanced police leadership training and any local civic organization membership deemed important to the Office of the Police Chief and community as agreed upon by the Village Manager.

UNIFORMS

The Village of Lake Orion shall provide the employee with a uniform and cleaning.

CELL PHONE STIPEND

The Village will provide a monthly stipend of \$28.00 to compensate the Police Chief for the use of his personal cell phone for work purposes.

SECTION 16. PROFESSIONAL DEVELOPMENT

On an annual basis, the Village agrees to consider budgeting and paying for the travel and subsistence expenses of the Police Chief for professional and office travel, meetings, and occasions which the Village deems adequate to continue the professional development of the Police Chief, and to pursue those official and other functions specifically designated by the Village which are deemed by the Village Manager and Village Council to be necessary. The adequacy of the budget and the extent of the expenses will be determined solely by the Village Manager subject to Village Council approval of budgeted funds.

SECTION 17. BONDING

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

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

SECTION 19. NOTICES

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

- (1) VILLAGE: Village Clerk, 21 East Church Street, Lake Orion, Michigan 48362.
- (2) POLICE CHIEF: Todd Stanfield, 262 Atwater Street, Lake Orion, MI 48362.

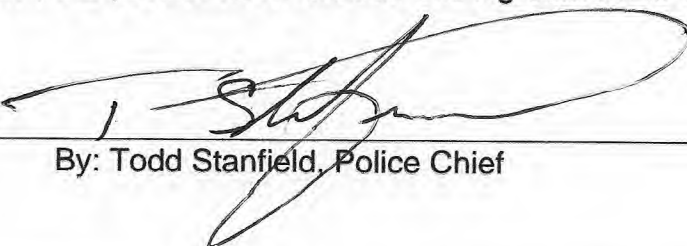
Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties, and supersedes all prior agreements or understandings between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Police Chief.
- C. If any provisions, or any portion thereof contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates indicated.

12-6-23, 2023


By: Todd Stanfield, Police Chief

_____, 2023

By: Darwin D. P. McClary, Village Manager

_____, 2023

By: Susan Galeczka, Village Clerk

APPROVED AS TO FORM AND CONTENT:

By: Mary Kucharek, Village Attorney



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Approval of Clerk-Treasurer and Deputy Clerk-Treasurer Job Descriptions

BACKGROUND BRIEF:

Administration is requesting that Village Council approve the job descriptions for the new Clerk/Treasurer and Deputy Clerk/Treasurer positions. The proposed job descriptions are attached.

SUMMARY OF PREVIOUS COUNCIL ACTION:

11/27/2023 - Council approved the combination of the Village Clerk and Finance Director positions into a new Clerk/Treasurer position, approved the creation of a Deputy Clerk/Treasurer position, and approved the salary ranges for both positions. Council requested that job descriptions for the two positions be presented to council for approval.

FINANCIAL IMPACT:

None to approve the job descriptions. The Village Manager is confident that the combination of positions and the creation of a new full time deputy position will be budget neutral with the elimination of the part-time Utility Billing Clerk position at the end of this month.

RECOMMENDED MOTION:

To approve the Village Clerk/Treasurer and Deputy Village Clerk/Treasurer job descriptions as presented.

ATTACHMENTS:

Clerk Treasurer Job Descripton

deputy clerk treasurer revised 2



VILLAGE CLERK/TREASURER JOB DESCRIPTION

SUPERVISED BY: Village Manager

SUPERVISES: All Full-time, part-time, temporary and seasonal employees of the Department

POSITION STATUS: Full-time

GENERAL SUMMARY

The Clerk/Treasurer is under the general supervision of the Village Manager (except for those duties related to acting as Clerk of the Council). Responsible for maintaining all official village records and ordinances and serves as clerk of the council and secretary to all boards and commissions. Responsible for all financial operations of the village, including ensuring accurate accounting of all village funds, investing idle cash, collecting receivables, administering payroll, administering payroll and accounts payable, assisting with debt issuance and management, and assisting in the preparation of the annual village budget. Supervises and trains employees, prepares departmental policies and procedures, prepares budget and administers the same. Performs all administrative functions for the department, Acts as the Village Manager in the absence of the manager as may be directed, and participates as a member of the village's administrative management team.

ESSENTIAL DUTIES AND JOB FUNCTIONS

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform.

Serve as clerk of the council and secretary to all boards and commissions:

- Serve as confidential secretary to the Village Council when necessary
- Prepare meeting agendas and packets, attend all council meetings and record meeting minutes according to established standards of detail and schedules
- Process or compose correspondence(s)
- Prepare draft ordinances and resolutions as required
- Prepare reports as requested by Village Council
- Publish all legal notices as required by law
- Serve as official custodian of the village seal
- Certify ordinances and resolutions
- Maintain minute books
- Provide for the periodic and timely publication and codification of ordinances
- Administer oaths of office
- Countersign and register all bonds issued.
- Assist Village Manager in the formulation of the Village Council meeting agendas and assist

other department heads with formulation of board and commission agendas.

- Prepare board and commission meeting and agendas and packets
- Attend board and commission meetings
- Prepare draft ordinances and resolutions as required
- Prepare reports requested by the Village Manager
- Maintain minute books
- Administer Oaths of Office
- Serve as official custodian of all official documents, contracts, and franchises of the village.
- Certify under the seal of the village copies of papers and records kept in the clerk's office.
- Supervise the purging of village documents in accordance with the State of Michigan and local document retention and disposal schedules and policies
- Prepare and publish legal and public notices
- Attend bid openings
- Supervise the purging of village copies of papers and records kept in the clerk's office
- Coordinate receipt, processing, and filing of planning and zoning applications and permits.

Acts as licensing agent for the village.

- Prepare and maintain proper forms for processing license and permit applications.
- Coordinate the review and processing of license and permit applications with any other departments or agencies.
- Countersign, register, and issue licenses upon approval by the appropriate official or body on such forms prepared
- Countersign, register, and issue licenses upon approval the appropriate official or body on such forms prepared and maintained by the clerk.

Serve as Freedom of Information Act (FOIA) Coordinator

- Receive and process Freedom of Information Act (FOIA) document requests.
- Coordinate the identification, retrieval, and copying of requested documents
- Prepare FOIA response letters in compliance with the Michigan Freedom of Information Act, including letters of denial.
- Coordinate the calculation of costs of FOIA requests and the collection of fees
- Release requested documents in accordance with law
- Receive, process, and coordinate FOIA appeals
- Perform all other duties required of the FOIA coordinator under state law

Serve as risk management coordinator for the village

- Provide for the periodic review and bidding of liability and property insurance policies for the village and renewals.
- Maintain strong working knowledge of liability and property insurance policies and coverages.
- Research and process insurance claims for the village and village staff
- Serve as liaison between the insurance company, claimants and the village.
- Coordinate risk management and risk minimization efforts, including training of staff
- Recommend to the Village Manager and Village Council appropriate insurance limits to be maintained by the Village
- Coordinate the review, receipt, filing and updating of contractor and organization certificates of insurance to ensure compliance with insurance requirements.
- Maintain a listing of fixed and mobile assets and their values and report changes timely to the village's insurance carriers
- Process letters of credit, surety bonds, and other similar sureties.

Assist the Village Manager with personnel and labor relations functions as required by the manager.

- Assist the Village Manager with employee recruitment and selection activities, including preparing, posting and publication of notices and advertisements.
- Prepare and assemble all personnel forms and employment packets and process and file employment documents.
- Maintain Commercial Driver License (CDL) drug testing information and arrange random testing.
- Prepare and maintain proper forms for tracking of all personnel changes
- Maintain personnel files in accordance with legal guidelines, including any necessary segregation and maintenance of benefits or insurance, employee accident/injury/damage claims, health and medical records, drug and alcohol testing results, and other sensitive employee data and records
- Process Unemployment Compensation claims, applications and maintain reports required by the State of Michigan.

Serve as Finance Director/Treasurer

- Manages the operations of the Finance and Treasury Department. Plans, schedules, coordinates, and supervises the staff and activities of the department.
- Responsible for all financial functions of the village, including cash receipting, accounts payable, payroll, employee benefits administration, grants administration, debt management, risk management, investment of funds to maximize safety, liquidity and yield, and preparation of financial reports. Responsible for monitoring the performance of employee retirement programs and maintaining compliance with plan documents and other requirements.
- Assists the Village Manager in the formulation of the Village Council agendas.
- Assists the Village Manager in the development and administration of the villages annual budget and multi-year capital planning program and assists department directors with the same.
- Oversees the disbursement of revenue to other local units as necessary participates in the annual tax settlement with the county if required.
- Performs cashier responsibilities and assists with customer service at the front counter
- Prepares or supervises the preparation of various county, state and federal forms and reports.
- Provides the Village Manager and Village Council with monthly budget performance reports and other financial reports
- Responsible for coordinating and supervising the work of the village's auditors, including assisting in the year-end closing of financial records and providing needed documentation, schedules, and information to the auditors.
- Provides information and advises the Village Manager and Village Council on financial matters, Responsible for administration of the village's Community Block Grant (CDBG) program.
- Implements, maintains, and updates departmental policies and procedures to comply with federal, state, and local requirements. Responsible for the public posting of financial notices, reports and other documentation.

Required Knowledge, skills, abilities and minimum qualifications:

The requirements listed below are representative of the knowledge, skills, abilities, and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodation may be made to enable individuals with disabilities to perform the job.

- Bachelor degree in finance, accounting, public administration, or related field, or Certified Public Accountant (CPA) with a minimum of three (3) years of municipal finance, budgeting, accounting, and supervisory experience. An additional four (4) years of work experience may waive the degree or CPA requirement at the discretion of the Village Manager.
- Valid State of Michigan driver license or ability to obtain one immediately upon hire.
- Thorough knowledge of the principles, methods, and techniques of bookkeeping, accounting, internal controls, and financial reporting.
- Considerable knowledge of computer hardware and software operating in a Windows, networking environment, including proficient working knowledge of the Microsoft Office suite of applications.
- Considerable knowledge of governmental fund accounting.
- Skill in interpreting financial data and developing operating and capital budgets.
- Skill in training and supervising others.
- Skill in answering inquiries from the public, village staff, and other governmental units regarding department operations and the financial condition of the village.
- Ability to establish effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the public, village staff, elected officials, governmental agencies, and vendors.
- Ability to communicate effectively and present ideas orally and in writing.
- Ability to work effectively under stress and with sudden changes in work priorities.
- Ability to prepare and maintain accurate records and reports and to perform mathematical computations quickly and accurately.
- Capacity to effectively lead employee work teams and ability to effectively plan, assign, supervise, evaluate, direct, instruct, and coordinate the work of others.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to be able to complete the following physical requirements:

- Regularly required to use hands to finger, handle, or feel
- Frequently required to talk or hear, walk, sit, stand, and reach with hands and arms
- Frequently required to use close vision and adjust eyesight focus
- Occasionally required to stoop, kneel, crouch, crawl, or travel to other locations
- Occasionally lift and/or move light weight items.

While performing the duties of this job, the employee will be regularly exposed to the following working conditions and environmental factors:

- Frequently exposed to typical business office environmental conditions
- Occasionally exposed to moderate noise
- Occasionally exposed to inclement weather, including rain, snow, sleet, ice, and wind when traveling.
-

Update: December 7, 2023



DEPUTY CLERK/ TREASURER JOB DESCRIPTION

SUPERVISED BY: Village Manager/Finance Director

SUPERVISES: All Full-time, part-time, temporary and seasonal employees of the Department

POSITION STATUS: Full-time

GENERAL SUMMARY

The Deputy Clerk/Treasurer is under the general supervision of the Finance Director/Treasurer; the Deputy Clerk/Treasurer will assist with all of the Clerk/Treasurer job duties as required by the Clerk/Treasurer or Village Manager and perform the specific additional duties regularly outlined in the job description.

ESSENTIAL DUTIES AND JOB FUNCTIONS

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

- Receives, screens and directs phone calls, greets and directs walk-in visitors and provides basic information about Village services and procedures.
- Processing all payment types to the Village, balances daily receipts and prepares the . bank deposit.
- Processes mail for the office, prepares typed correspondence as requested, files, copies, enters data, acts as general cashier and performs related clerical duties as assigned.
- Assists with utility billing and performs the duties of other front office staff as operational needs demand.
- Assists with maintaining the Village's office supply inventory, notifying the appropriate personnel of remaining stock and supply needs.
- Assists the Planning and Zoning Department in issuing permits according to Village codes, ordinances and established procedures.
- Assists with the maintenance of a comprehensive filing system for zoning related documents and records. Completes forms and reports and compiles data and information as assigned.
- Responds to inquiries and information requests regarding Zoning department matters, resolving routine issues and referring more complex problems to the appropriate personnel.
- Assists Clerk/Treasurer with the bi-weekly and annual payroll processes as requested performed in compliance with all local, State and Federal guidelines.
- Routine filing of documents as it relates to specific functions of local municipal government.

- Performs related work as required.
- Taking and distributing FOIA request(s).
- Putting together new hire packets, verifying new hire information.
- Process special event permits.
- Maintain Cemetery records, sets up funerals.
- Distribute dog licenses.
- Maintain and update Asset management.
- Runs Miscellaneous Receivable invoices.

Accounts Payable duties:

- Reviews all invoices for appropriate documentation and approval prior to payment.
- Distributes signed checks as required.
- Answers all vendor inquiries.
- Maintains all accounts payable reports and spreadsheets.
- Assists in monthly statements.
- Performs filing and copying.
- Performs related work as required

Utility Billing Duties:

Operates a computer to prepare water bills; checks for any apparent reading errors and calculates consumptions; computes charges and posts bills; addresses bills using computer.

- Refers unusual readings to water personnel for rereading; maintains records of malfunctioning or broken meters and repairs made; contact customers to explain errors and to notify of repair work to be done.
- Prepares records to open and close accounts; assigns account numbers and establishes appropriate records.
- Prepares work orders to turn water on or off, process final bill requests, testing and equipment verification.
- Coordinates meter reading, enters readings into computer.
- Adds new customers to systems and answer questions regarding meter readings.
- Performs related work as required.

WORKING CONDITIONS AND PHYSICAL EFFORT:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly in a typical business office setting where he or she is occasionally required to:

- Stand, walk, sit, stoop, kneel, crouch and crawl;
- Climb, balance, bend, twist and reach;
- Feel, talk and hear (normal range in normal office environment)
- Lift, carry, push/pull up to 25 pounds.

JOB REQUIREMENTS:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualification necessary to perform the essential functions of the position.

Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Qualifications:

A high school diploma or the equivalent. Some college level coursework or specialized training in office management, bookkeeping, municipal accounting or another related field is preferred.

Minimum of one or more years of related experience.

Must be 18 years of age, a citizen of the United States and possess a valid Michigan Driver's license.

Knowledge, Skills, and Abilities

- Well-developed communication skills, both oral and written.
- Ability to retain confidentiality of village employment, personnel and financial matters.
- Read, write and subtract.
- Skills in the use of computer, calculator, telephone and copy machine.
- Proficiency in software program used by the Village.
- Working knowledge of Microsoft Office software and their applications.
- Good interpersonal skills.
- Ability to work independently and in a team environment.
- Capable of meeting and dealing with the public in a pleasant manner.
- Knowledge of modern office procedures including cash handling and proper phone etiquette.
- Skill in maintaining complex records and document retention.
- Skill in responding to public inquiries and internal request with a high degree of diplomacy, accuracy and professionalism and in facilitating detailed application procedures.
- Ability to manage multiple priorities and maintain attention to detail.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with the public and other employees.
- Ability to type, enter data and perform mathematical computations with speed and accuracy.
- Ability to understand and follow complex oral and written instructions and carry them out independently.

Updated: December 7, 2023



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: December 11, 2023

TOPIC: Appointment to Clerk/Treasurer Position and Employment Agreement

BACKGROUND BRIEF:

Village Manager McClary is requesting that the Village Council approve his appointment of Finance Director Sonja Stout to the new position of Clerk/Treasurer and to approve her employment agreement.

SUMMARY OF PREVIOUS COUNCIL ACTION:

11/27/2023 - Council authorized the combination of the Village Clerk and Finance Director positions into a new position of Clerk/Treasurer, created a new position of Deputy Clerk/Treasurer, and set the FY 2023-24 salary ranges for both positions.

FINANCIAL IMPACT:

Please refer to the attached employment agreement for details.

RECOMMENDED MOTION:

#1 - To approve the Village Manager's appointment of Finance Director Sonja Stout to the new position of Clerk/Treasurer effective on January 8, 2024.

#2 - To approve the employment agreement for Sonja Stout for the position of Clerk/Treasurer and to authorize the Village Manager and Village Clerk to execute the agreement on behalf of the village.

ATTACHMENTS:

Clerk-Treasurer Employment Agreement - Sonja Stout

VILLAGE OF LAKE ORION
CLERK/TREASURER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the date it is fully signed and is between the Village of Lake Orion, Oakland County, Michigan, a Michigan municipal corporation ("Village"), and Sonja Stout ("Clerk/Treasurer").

RECITALS:

As provided in Section 3.10 of the Village Charter, the Village Council desires to employ Sonja Stout to hold the office of and serve at the pleasure of Council as Clerk/Treasurer of the Village of Lake Orion; and

Sonja Stout desires to accept employment as Clerk/Treasurer of the Village of Lake Orion under the terms and conditions hereof; and

This Agreement contains the terms, conditions, benefits and other provisions that the Village Council and Clerk/Treasurer have agreed to with respect to Clerk's employment by the Village as Clerk/Treasurer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

The Village agrees to employ Sonja Stout and Clerk/Treasurer agrees to serve as the Clerk/Treasurer of the Village of Lake Orion to perform the functions and duties of the position as specified by state law, Village charter, ordinances, policies, or by administrative directive of the Village Manager, and such other duties and functions as the Village Council shall from time to time assign.

The Clerk/Treasurer shall be an "at-will", non-union, salaried, and FLSA-exempt employee. As an FLSA-exempt employee, the Clerk/Treasurer shall not receive additional compensation beyond Clerk/Treasurer salary for hours worked over forty (40) hours per week. No representative of the Village other than the Village Council or Village Manager possesses any authority to enter into any agreement for any specific period of time or to make any agreement contrary to the foregoing. Any agreement altering the terminable "at-will" nature of the employment relationship shall be in writing and signed by the Village Council President after approval by the Village Council as the employer and Clerk/Treasurer as the employee.

The Clerk/Treasurer shall attend all meetings of the Village Council, Planning Commission, and Board of Zoning Appeals and other specific Village meetings as directed by the Village

Manager. Regular office hours are 7:00 AM to 5:00 PM unless otherwise changed by the Village. It may also be necessary as Clerk/Treasurer to work beyond and outside regular office hours to complete the normal duties of this position.

Effective upon commencement of the Term of employment under this Agreement, Clerk/Treasurer shall not maintain or be engaged in any other full or part time employment or business, unless approved by the Village Council.

SECTION 2. TERM

- A. This Agreement is for an indefinite term of at will employment that commences on January 8, 2024, subject to the provisions in Sections 4 and 5.
- B. Nothing in this Agreement shall prevent limit, or otherwise interfere with the rights of the Village Manager or Village Council to terminate the services of the Clerk/Treasurer at any time, subject only to the provisions in Sections 4 and 5.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Clerk/Treasurer to resign at any time, subject only to the provisions set forth in Section 4.

SECTION 3. SUSPENSION

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

SECTION 4. TERMINATION

- A. **Without Cause.** The Clerk/Treasurer may be terminated without cause by the Village Manager with a majority vote of the Village Council. Such a termination shall be effective no earlier than 30 days after the Clerk/Treasurer receives personal or written notice of the termination and the severance pay specified in Section 5.
- B. **With Cause.** The Clerk/Treasurer may be terminated for cause by the Village Manager or a majority vote of the Village Council after the Clerk/Treasurer has been given written notice stating the cause for termination at least ten calendar (10) days prior to a hearing by the Village Council at which Clerk/Treasurer shall have the opportunity to be heard. Cause for termination under this Section is defined as conviction of or plea of nolo contendere to any crime whether or not a felony; failure or refusal to perform duties or other breach of this Agreement; or a violation of a federal, state, county or other governmental law or regulation while acting as Clerk/Treasurer
- C. **Resignation.** The Clerk/Treasurer may resign with or without cause effective no earlier than 30 calendar days, or such other period of time as the

Clerk/Treasurer and the Village Council agree, after written notice of the resignation is given to the Village Council by delivery to the Village Manager. The Clerk/Treasurer will not be entitled to use any form of paid time off during the 30-day notice period. Failure of the Clerk/Treasurer to give the required prior notice of resignation will result in forfeiture of the right to payment for any accrued vacation, sick, compensatory or personal leave time that is otherwise payable to resigning Village department heads.

SECTION 5. DISABILITY

Subject to and consistent with, the requirements of Federal and State Law and the severance pay requirements of Section 5A, if the Clerk/Treasurer is permanently disabled or is otherwise unable to perform the duties required because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond the amount of any accrued sick, vacation, personal and compensatory leave time, the Village Council may terminate this Agreement. In the event of termination due to disability, the Village will provide reasonable support to ensure that Clerk/Treasurer receives any short-term disability and long-term disability payments the Clerk/Treasurer would otherwise be eligible for and the Clerk/Treasurer shall be compensated for any accrued sick, vacation, personal and compensatory leave time and other accrued benefits in the same manner as department heads who resign.

SECTION 6. SALARY

The Village agrees to pay the Clerk/Treasurer an annual salary for services rendered pursuant to this Agreement, to be distributed through the Village's normal payroll system, in an amount to be determined annually by the Village Council. As of January 8, 2024, the annual salary rate is \$74,500.00 (\$35.8173 hourly for payroll calculation purposes). The annual determinations of the base salary for the fiscal year that begins July 1 shall be made by the Village Council no later than the last regular Council meeting in March of that year, taking into account the performance evaluations described in Section 7. Any increases in the base salary and/or other benefits of the Clerk/Treasurer shall be in such amounts and to such extent as the Village Council may determine desirable or appropriate in its sole discretion, with the Clerk/Treasurer entitled to any across-the-board percentage salary increase to the extent the Village Council so approves for all Village employees and the only permissible reduction in base salary being by the same or smaller percentage of any across-the-board salary reduction approved by the Village Council for all Village employees.

SECTION 7. PERFORMANCE EVALUATIONS

The Village Council and Village Manager shall jointly review and evaluate the performance of the Clerk/Treasurer as provided in this Section. The evaluations shall be done on an annual basis in February of each year. Performance evaluations are intended to be provided as a means for communication between the Village Council, Village Manager, and Clerk/Treasurer, shall be conducted in a manner determined by the Village Manager, and shall include a review of performance since the last evaluation and an identification by the

Council and Manager of goals, objectives and expectations for and of the Clerk/Treasurer that will be included as criteria in the next performance evaluation.

SECTION 8. HOURS OF WORK

The duties of the Clerk/Treasurer require a great deal of time outside the normal work hours and include attendance at meetings of and providing necessary administrative support to the Village Council, Planning Commission, Board of Zoning Appeals, Downtown Development Authority, Parks & Recreation Advisory Committee and other existing or future Village boards and commissions. With prior notice to the Village Manager, the Clerk/Treasurer may designate another qualified employee or consultant to attend a meeting when the Clerk/Treasurer is unable due to a conflict with other Village business, scheduled vacation or illness.

SECTION 9. RESIDENCE

In accordance with provisions of Section 3.7 of the Village Charter allowing the Village Council to excuse the Clerk/Treasurer from being a resident of the Village, and Public Act No. 212 of 1999, as amended, the Clerk/Treasurer shall have no residency requirement.

SECTION 10. AUTOMOBILE ALLOWANCE

The Clerk/Treasurer shall be reimbursed for work-related mileage as provided in the Village of Lake Orion Travel, Education and Entertainment Policy.

SECTION 11. PAID LEAVE

- **LEAVE TIME.** Four (4) personal paid leave days shall be credited on July 1 of each year to be used prior to June 30 of the succeeding year. There is no carry-over to subsequent years or payout at separation of unused personal leave days. Holiday leave with pay shall be as provided to other non-union Village employees generally. Paid sick time shall be credited at the rate of 4 hours per payroll period to a maximum of 96 hours per fiscal year with accumulation limited to 400 hours. Upon Retirement unused sick leave will be paid at 50% of the accumulated hours with a maximum of one hundred (100) hours. Annual vacation is earned according to the length of service as a Village employee as follows:
 - 1 year through 4 years: 10 days
 - 5 years through 9 years: 15 days
 - 10 years through 19 years: 20 days
 - 20 years and above: 25 days

Vacation leave shall be credited on each anniversary date of employment, except that in the first year of employment, five (5) days of vacation shall be credited after the first six (6) months of employment and an additional five (5) days shall be credited after the second six (6) months of employment. Vacation leave shall be used within one (1) year of being credited or shall be forfeited. There shall be no carryover of vacation leave time from one year to the next unless preapproved by the Village Manager with a limit of eighty (80) hours which is to be used within six

months of the year. A payout of up to eighty (80) hours of unused vacation in excess of the annual earned amount shall be paid by the end of each year.

The Clerk/Treasurer shall be entitled to paid holiday, vacation, sick, compensatory and personal leave days/time to be taken or accrue in the same manner and subject to the same limitations as provided for the Village's department heads and in accordance with the Village's policy in effect from time to time.

BEREAVEMENT - Funeral and Serious Illness Leave

- a) In the case of serious illness or death in the immediate family, a regular employee may be granted a Leave of Absence with pay for a period not to exceed five (5) days upon the approval of the Village Manager.
- b) Immediate family is defined as wife, husband, child, stepchild, brother, sister, parent, stepparent, parent-in-law, grandparents, and grandparents-in-law and grandchildren.
- c) In the case of death of other than in the immediate family, regular employee may be granted a Leave of Absence with pay for a period not to exceed three (3) days upon the approval of the Village Manager.
- **COMPENSATORY TIME.** In lieu of overtime compensation, the Clerk/Treasurer shall be entitled to bank up to eighty (80) hours of paid leave annually as compensatory time for hours actually worked in excess of forty (40) hours each workweek. Compensatory time shall be accrued when overtime is worked. Compensatory time may be taken as vacation days. The employee may carry over up to forty (40) compensatory time annually.

SECTION 12. DISABILITY, HEALTH AND LIFE INSURANCE

The Clerk/Treasurer shall be entitled to health care, disability and life insurance benefits commensurate with those provided to the Village's salaried employees.

- **INSURANCES.** Life, disability, and dental insurance shall be provided at the same terms and levels as are provided to non-union employees which benefits are subject to the same terms and conditions as those of the other salaried employees of the Village. Health Insurance or HMO shall be provided at Clerk/Treasurer selection subject to any waiting periods, deductibles, copays, and employee contributions as are required of non-union employees generally. Future increases in rates may require Clerk/Treasurer as an employee to contribute toward funding any increase in costs. Clerk/Treasurer may apply for optional AFLAC insurance coverages at Clerk/Treasurer sole cost, premiums for which shall be deducted from Clerk/Treasurer pay. The terms and conditions of these insurance programs are subject to the applicable plan documents. The Village reserves the right to change insurance carriers or levels or types of coverage, level of employee cost contributions, or any other terms and conditions of the provision of insurance benefits.

- Hospitalization Insurance
- Dental Insurance
- Optical Insurance
- Life Insurance \$70,000, reduces to 50% (\$35,000) at age 65 per insurance coverage contract.
- Short-term and long-term disability insurance
- Injury on the Job

HEALTH INSURANCE OPT-OUT PAYMENT

In lieu of health insurance, the employee may choose to opt out of the Village provided coverage. The annual maximum amount shall be \$6,000 with quarterly payments prorated of \$1,500 payable in January, April, July and October.

SECTION 13. RETIREMENT

- The Village shall provide a MERS defined contribution retirement program. The Village shall contribute an amount equal to ten percent (10%) of Clerk/Treasurer base salary into the program. As an employee, Clerk/Treasurer are required to contribute five percent (5%) of Clerk/Treasurer base salary into the program, and such contributions shall be deducted from Clerk/Treasurer pay. Contributions to the Clerk/Treasurer retirement shall be payable in equal increments each payroll period. The Village agrees to consider periodic increases in the amount of contribution, based upon performance and taking into consideration any current statutory limitations.

SECTION 14. DUES AND SUBSCRIPTIONS

On an annual basis, the Village agrees to consider budgeting and paying for the following professional dues and subscriptions of the Clerk/Treasurer and any other organizations which will contribute to the continued professional participation, growth and advancement of the Clerk/Treasurer and for the good of the Village: (1) Michigan Association of Municipal Clerks; (2) International Institute of Municipal Clerks; and (3) Michigan Municipal Treasurers Association.

SECTION 15. PROFESSIONAL DEVELOPMENT

TUITION REIMBURSEMENT. The Village will reimburse for tuition and books upon completion of each course with a grade of B or better for courses that are job related and approved by the Village Manager prior to Clerk/Treasurer enrollment. This tuition

reimbursement benefit shall be limited to a maximum of \$700.00 per fiscal year and shall be contingent upon available budgetary appropriations.

On an annual basis, the Village agrees to consider budgeting and paying for the travel and subsistence expenses of the Clerk/Treasurer for professional and office travel, meetings, and occasions which the Village deems adequate to continue the professional development of the Clerk/Treasurer, and to pursue those official and other functions specifically designated by the Village which are deemed by the Village Council to be necessary. The adequacy of the budget and the extent of the expenses will be determined solely by the Village Council.

SECTION 16. BONDING

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

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Village Council, in consultation with the Clerk/Treasurer, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Clerk/Treasurer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter, or any other law.
- B. All provisions of the Village Charter and Code, and regulations and rules of the Village relating to other fringe benefits and working conditions, as they now exist or hereafter may be amended, also shall apply to the Clerk/Treasurer as they would to other full-time employees of the Village, except as herein provided or as specifically noted otherwise. In the event any such charter, code, regulation or rule prohibits a term or condition of this agreement, that charter, code, regulation or rule shall control.
- C. Clerk/Treasurer agrees not to commence any action or suit relating to Clerk/Treasurer employment with the Village more than one hundred eighty (180) days after the date of occurrence of the facts giving rise to the claim, or more than one hundred eighty (180) days after the date of Clerk/Treasurer termination of such employment, whichever is earlier, and to waive any longer statute of limitations to the contrary. In the event that the statute of limitations applicable to such a claim is less than one hundred eighty (180) days, Clerk/Treasurer agrees that the shorter statute of limitations shall apply.

SECTION 18. NOTICES

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

- (1) VILLAGE: Village Manager, 21 East Church Street, Lake Orion, MI 48362.

(2) Sonja Stout, 948 Mitchell Lake Road, Attica, MI 48412

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

SECTION 19. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Clerk/Treasurer.
- C. If any provisions, or any portion thereof contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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

ACCEPTED BY EMPLOYEE:

Sonja Stout
Sonja Stout

12-7-23
Date

Authorized by the Lake Orion Village Council on December 11, 2023

Darwin D. P. McClary, Village Manager

Date

Susan Galeczka, Village Clerk

Date