



AGENDA

REGULAR MEETING OF THE LAKE ORION VILLAGE COUNCIL

Monday, March 25, 2024

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

5. Call to the Public

6. Consent Agenda

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

1. Memorial Day Services & Parade 2024 Resolution 2024-017
2. Lake Orion Downtown Corn Hole League 2024
3. Orion Veterans Memorial Day Race, May 27, 2024 Resolution Number 2024-011
4. Special Event Permit Orion Art & Flower Fair 2024 Resolution 2024-009
5. Approval of Village Council Regular Meeting Minutes of March 11, 2024
6. DDA Board Special Meeting Minutes - February 13, 2024
7. DDA Board Regular Meeting Minutes -February 15, 2024
8. DDA Board Regular Meeting Minutes -February 20, 2024
9. Director's Report

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 - March 25, 2024

B. Other Items

1. 2024 Green's Park Access Management Agreement - Pedal Boat Pub LLC
2. 2024 Green's Park Access Management Agreement - Tour on Orion LLC
3. Deputy Clerk/Treasurer Employment Agreement
4. Adoption of 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan
5. Amendments to FY 2023-24 Municipal Fee Schedule
6. Schedule FY 2024-25 Budget Work Sessions

10. Call to the Public

11. Council Comments

12. Village Manager Comments

13. Closed Session Items

1. Clerk/Treasurer Annual Performance Evaluation
2. Village Manager Annual Performance Evaluation

14. Reconvene to Open Session

15. Business From Closed Session

16. Adjournment

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

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



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Memorial Day Services & Parade 2024 Resolution 2024-017

BACKGROUND BRIEF: This is an Annual Event "Memorial Day Parade", Sponsored by American Legion Post 233

SUMMARY OF PREVIOUS COUNCIL ACTION:

FINANCIAL IMPACT:

RECOMMENDED MOTION: To adopt Resolution 2024-017 approving the Event "Memorial Day Services & Parade 2024", and the License Agreement between the Village of Lake Orion and American Legion Post 233 for the use of public property and roads for the Event to be held Monday, May 27, 2024 and authorize the Village Council President and Village Clerk to execute the document on behalf of the Village.

ATTACHMENTS:

1. EVENT PERMIT APPLICATION MEMORIAL DAY PARADE 2024
2. TEMP USE OF RIGHT A WAY MEMORIAL DAY PARADE 2024
3. FIRE DEPT RESPONSE MEMORIAL DAY PARADE 2024
4. HOLD HARMLESS MEMORIAL DAY PARADE 2024
6. REQUEST VILLAGE EQUIP MEMORIAL DAY PARADE 2024
7. CERTIFICATE OF LIABILITY INSURANCE MEMORIAL DAY PARADE 2024

8. MEMORIAL DAY SERVICES & PARADE 2024 License Agreement

5. MAP MEMORIAL DAY PARADE 2024

9 MAP 5 MILE ORION VETERANS MEMORIAL DAY RUN WALK 2024

10 CERTIFICATE OF COVERAGE ORION VETERANS MEMORIAL DAY RUN WALK 2024

11 LICENSE AGREEMENT LAKE ORION MEMORIAL DAY WALK RUN 2024

2024-017 2024 Memorial Day Parade and Services



Village of Lake Orion

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

EVENT PERMIT APPLICATION

Date of Application: <i>25 FEB 24</i>	Date Application Fee Paid:
Sponsoring Organization's Legal Name: American Legion	
Phone 248-693-2782	Fax
Email benge170@gmail.com	Website orionlegion.org
Sponsoring Organization's Agent Name: Thomas Allport	
Phone 248-202-6198	Fax
Email benge1@gmail.com	Website
Event Name: Memorial Day Services & Parade	
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary) Ceremony East Lawn Cemetery 9:00 A.M. Rifle Salute Ceremony Children's Park 10:00 A.M Rifle Salute Memorial Day Parade from Blanch Simms school to Emman center (map attached) 11:00 A.M.	
Date/Hours of Event: <i>May 27 2024</i> 9:00 A.M. Cemetery 10:00 A.M. Childrens Park 11:00 A.M. Downtown Lake Orion	
Date/Hours of Set-up and Tear Down: No set up Needed for either cememony Line up for parade is 10:15 -11:00 No tear down or Clean up needed	

Receipt 43291 \$50.- 2/26/24.



Event Location and Boundaries

Village of Lake Orion & Eastlawn cemetery

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

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

Will street closures and/or Parking Lot closures be necessary: ☒ Yes () 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.

Blanch Simms school, parking lot needed for parade line-up until 11:10 A.M.

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

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



<p>Annual Event: Is this event expected to occur next year? (<input checked="" type="checkbox"/>) Yes () No</p> <p>If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p><u>MAY 26 2025</u></p>
<p>Is this event a Fund raiser? () Yes (<input checked="" type="checkbox"/>) No</p> <p>If YES, indicate beneficiary information:</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? () Yes (<input checked="" type="checkbox"/>) No</p> <p>Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? () Yes (<input checked="" type="checkbox"/>) No</p> <p>Describe:</p>
<p>Total estimated attendance each day</p> <p>1500-2000 People</p>
<p>What parking arrangements will be necessary to accommodate attendance?</p> <p>Describe:</p> <p>N/A</p>
<p>NOTE: For events over 100 people, you must submit a parking plan.</p>
<p>How will trash be handled?</p> <p>Describe:</p> <p>There will be no trash clean up by the American Legion. the event is not long enough to accumulate significant trash</p>



<p>Is amplification of music or speakers planned or anticipated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe, including the dates and times and the maximum limit and amplification: A P.A. System will be used just prior to the start of the parade and will be shut down approximately 15 minutes after the final parade unit passes Flint & Broadway</p>
<p>Will tents be used: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, indicate number of tents, use of each, location and size:</p>
<p>Portable restrooms: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, number of portable restrooms and location:</p>
<p>Will alcoholic beverages be served: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe:</p> <p>Is liquor license issued by the State of Michigan? <input type="checkbox"/> Yes <input type="checkbox"/> No? If yes, whose name is the license issued to: N/A</p> <p><i>Copy of License must be submitted to the Village within 15 days of the Event.</i></p>
<p>Will food and beverages be sold: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe:</p> <p><i>All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.</i></p>
<p>Will merchandise be sold: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe:</p>



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

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

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

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:
The Police and Fire will be on hand as participants in the parade at the start & end of the parade

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.

FEB 25 2024
Date


Signature of Sponsoring Organization's Agent
THOMAS F. ALLPORT
Print Name



2024-017

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: THOMAS ALLPORT Business Name: AMERICAN LEGION POST 233
 Applicant Phone #: 248-693-2782 Address: 164 S. BROADWAY LAKE ORION
 Applicant E-Mail: _____ City, State, Zip: LAKE ORION, MI 48362

TYPE OF TEMPORARY USE

Property/Right-of-way will be used for: _____ Building Maintenance ☒ Business Sale/Event _____ Utility Installation

Briefly Describe Use/Project Activity: MEMORIAL DAY PARADE

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) _____

Temporary Use of Right-of-Way Begins – Day: MAY 27 2024 Time: 10:45 A.M.

Temporary Use of Right-of-Way Ends – Day: MAY 27 2024 Time: 12:30 P.M.

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 <u>2000</u>	_____ Sketch of Project Area
<input checked="" type="checkbox"/> Event Map	_____ Hold Harmless Agreement
<input checked="" type="checkbox"/> Hold Harmless Agreement	_____ Barrier Plan/ Safe Route Plan
_____ License Agreement (if applicable - to be approved by Village Council)	Additional Items for Excavation / Construction on Public Property
_____ Parking Plan	_____ Application Fee
_____ Sign Application (if applicable)	_____ Insurance Certificate
<input checked="" type="checkbox"/> Insurance Certificate	_____ Copy of License
_____ Approvals from all applicable outside agencies	_____ \$1,000 Escrow Deposit
	_____ Construction Detail
	_____ Soil Erosion Sedimentation Control

2/26/2024 \$ 50.00 43291

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: 25 FEB 2024

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

APPROVAL / COMMENTS BY

Police Chief: _____

Date: 3-10-24

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

Fire Chief: _____

Approved with condition, See attached.

Date: 03/19/2024

DPW Director: _____

Date: 2-27-24

Village Council: _____

Date: _____

OR

Village Manager: _____

Date: _____

Conditions of Approval: _____



2024-017

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

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APPROVED WITH CONDITION, SEE ATTACHED.

Date: 03/19/2024

DPW Director: _____

Date: 2-27-24

Village Council: _____

Date: _____

OR

Village Manager: _____

Date: _____

Conditions of Approval: _____



Village of Lake Orion

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HOLD HARMLESS AGREEMENT

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

X MEMORIAL DAY PARADE X MAY 27 2024 10:45 - 12:30
 Activity/Event Dates and Time
 X
 General Description of Location
BLANCH SIMS SCHOOL FLORENCE STREET, FLINT STREET, BROADWAY ST., ELIZABETH ST.

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

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

THOMAS F. ALLPORT
Applicant/Property Owner/Contractor Printed Name

26 FEB 24
Date

[Signature]
Witness One Signature ***

Sara J Adams
Witness One Printed Name

[Signature]
Witness Two Signature ***

BARBARA A RICE
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.



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REQUEST TO USE OF VILLAGE EQUIPMENT

APPLICANT INFORMATION

Applicant Name: THOMAS ALLPORT Business Name: AMERICAN LEGION POST 233
Address: 164 S. Broadway City, State, Zip: LAKE ORION MI 48362
Applicant Phone #: 248-693-2782 Applicant E-Mail: benge170@gmail.com

EVENT / PROJECT DESCRIPTION

Describe Use/Project Activity: MEMORIAL DAY PARADE

Use of Equipment Begins – Day: MAY 27 2024 Time: ~~10:45~~ 10:45 A.M.
Use of Equipment Ends – Day: MAY 27 2024 Time: 12:30 P.M.

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:  Date: FEB 25 2024

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

Issued:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

Returned:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

EQUIPMENT USAGE PROVISIONS

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

For street and parking lot closures:

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

Use of fire hydrants:

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

General guidelines:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

6.1.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.

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 Select Underwriters 100 N. Williams Lake Road, Ste A Waterford MI 48327	CONTACT NAME: Natalie Miller PHONE (A/C, No, Ext): 248-698-7600 E-MAIL: Natalie@Selectuw.com ADDRESS: Natalie@Selectuw.com	FAX (A/C, No): 248-698-7634
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Michigan Millers Mutual Insurance Company		14508
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 779553393	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	ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		C0508972	1/8/2024	1/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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		C0508972	1/8/2024	1/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 type="checkbox"/> N/A	W0510666	1/8/2024	1/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		C0508972	1/8/2024	1/8/2025	Liquor Occurrence 1,000,000 Liquor Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Lake Orion is named additional insured with respect to general liability.

CERTIFICATE HOLDER Village of Lake Orion 21 East Church Street Lake Orion MI 48362-3212	CANCELLATION 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 <i>Tammy House</i>
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LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and ("Licensee"), Thomas Allport, agent for the American Legion, whose address is 162 S Broadway, Lake Orion, MI, 48362, for the use by Licensee of the Village parks and public roads identified on the attached Memorial Day Services & Parade application and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Memorial Day Services & Parade to be held on May 27, 2024 (the "Event").
- B. Pursuant to Council policy, the permit has been approved at the Village Council meeting, dated 03/25/24, however a condition of the approval is the execution of a License Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, Village Clerk-Treasurer

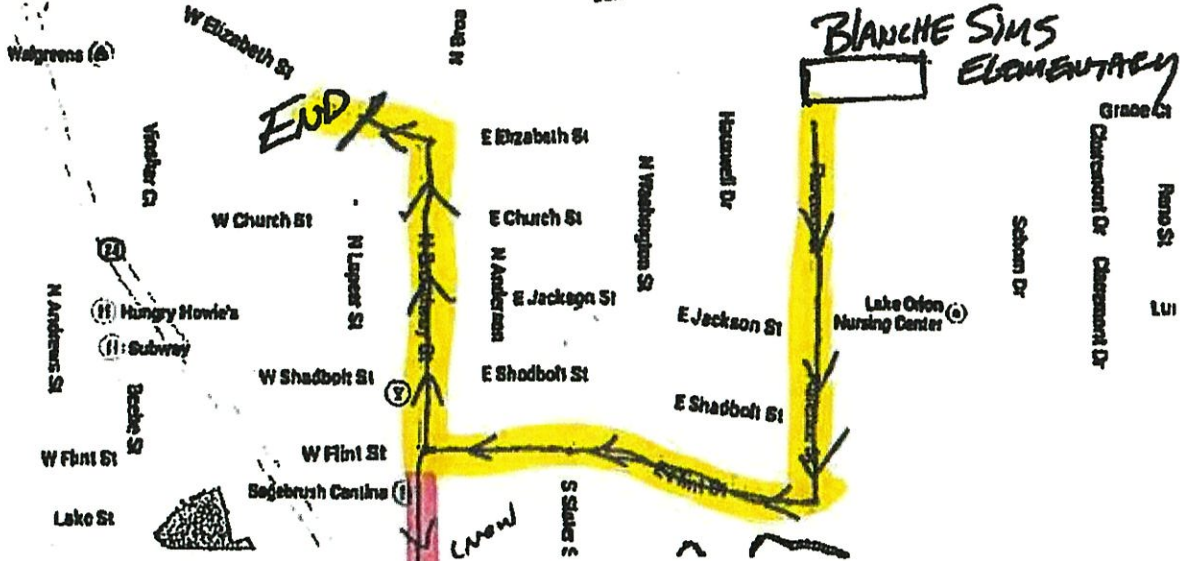
Date

American Legion
Thomas Allport

<https://www.google.com/maps/@42.7867656,-83.2375716,16>

MEMORIAL DAY PARADE ROUTE

Traffic, Bicycling, Terrain, Directions



ROUTE
TBD
AFTER APPROVAL OF
FIRE DEPARTMENT

3.5 mi
End childrens
Park
NO

Yellow Route
OK
[Signature]

[Signature]
Signature

26 FEB 2024
DATE

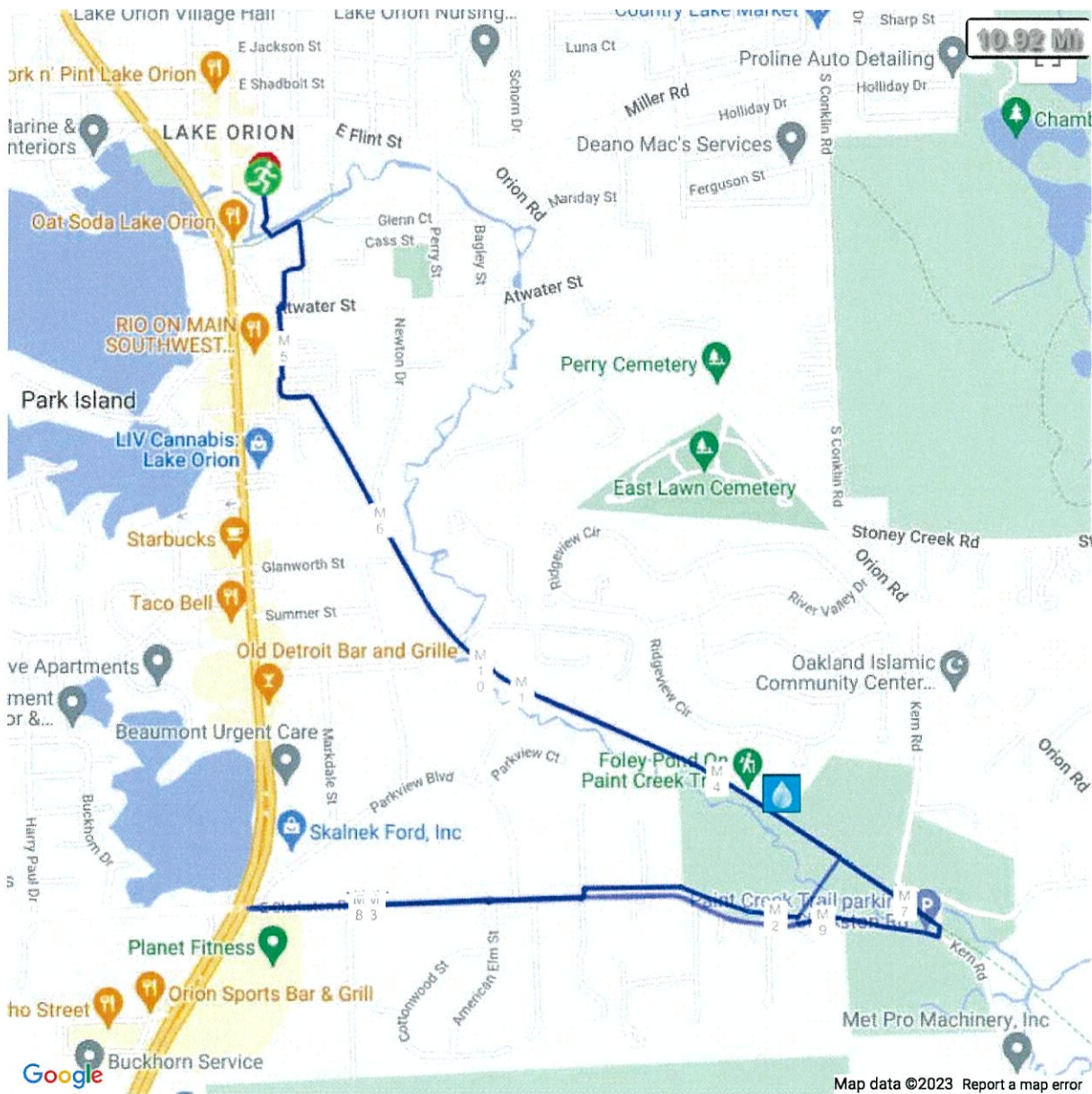
cc: BPN

Map data ©2018 Google

4/21/2015 5:14 PM

Received 2/10/22

5 Mile



RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. ☐ Information only.
5. ☒ The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
VILLAGE OF LAKE ORION EVENT PERMIT APPLICATION DATED JANUARY 12, 2024 FOR ORION VETERANS MEMORIAL DAY RACE ON MAY 27, 2024.
6. ☐ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
VILLAGE OF LAKE ORION
21 E. CHURCH STREET
LAKE ORION, MI 48362

Member:
CHARTER TOWNSHIP OF ORION
2323 JOSLYN ROAD
LAKE ORION, MI 48360

Certificate Expiration Date: July 1, 2024
Date Issued: January 17, 2024

Member Number: # M0001244
Effective Date of Membership: July 1, 1997

Distribution:
Chris Barnett, Charter Township Of Orion
MMRMA Underwriting



Authorized Representative

SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. ACTUAL CASH VALUE

means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES

means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. BODILY INJURY

means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. COVERED CONTRACT

means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. DAMAGES

means any or all of the following:

- a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;



LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and ("Licensee"), Jenny Bhatti, agent for the Charter Township of Orion, whose address is 2323 Joslyn Road, Lake Orion, MI, 48360, and Orion Veterans Memorial for the use by Licensee of the Village parks and public roads identified on the attached Orion Veterans Memorial Day Race application and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Orion Veterans Memorial Day Race to be held on May 27, 2024 (the "Event").
- B. Pursuant to Council policy, the permit has been approved at the Village Council meeting, dated 03/25/2024, however a condition of the approval is the execution of a License Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, Village Clerk-Treasurer

Charter Township of Orion/Orion Veterans Memorial
Jenny Bhatti

Date

By:

Its:



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

RESOLUTION 2024-017

A RESOLUTION APPROVING 2023 MEMORIAL DAY PARADE AND SERVICE.

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:
ABSENT:

RESOLVED: To approve the Events Permit Applications submitted by Thomas Allport on behalf of the American Legion Post 233, dated January 25, 2024, for the 2024 Memorial Day Parade & Services to be held on Monday, May 27, 2024 to be held from 9:00 AM TO 11:00 AM on various Village properties as outline in the application which is attached.

9:00 AM- Cemetery, Rifle Salute

10:00 AM – Children’s Park, Ceremony & Rifle Salute

11:00 AM – Downtown Lake Orion

10:15 AM – 11:00 AM Parade line up from Blanche Simms school to Emman Center

Street and Parks and Parking Lot Closures

1. Parking Lots - Parking at all Parking lots and Streets throughout the village, except on parade route. Route From Blanche Sims school To Emman center.
2. Street Closures - To be determined by the Lake Orion Police Department.

Administrative Requirements

1. Clean-up of the area is the responsibility of the applicant
2. Additional trash receptacles are the responsibility of the applicant and must be arranged for by the applicant.

Police Department Requirements

1. The cellular telephone numbers of event staff and on-scene managers is provided to the police department within twenty-four (24) hours of the event.

DPW Requirements

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

Fire Department Requirements

1. It is recommendation of the Orion Township Fire Department that the event, Memorial Day Parade and Services, be approved with the following condition.
 - A. Parade route will follow as indicated on the provided map from the applicant highlighted in YELLOW only.

BE IT FURTHER RESOLVED: To approve the License Agreement between the Village of Lake Orion and American Legion Post 233 for this event and authorize the Village Council President and Village Clerk to execute the Agreement on behalf of the Village.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MARCH 25, 2024.



Sonja Stout
 Village of Lake Orion

CERTIFICATION

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-017 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 25th day of March 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 25th day of March 2024.



Sonja Stout
 Village of Lake Orion Clerk/Treasurer

DATED: March 25, 2024



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Lake Orion Downtown Corn Hole League 2024

BACKGROUND BRIEF: Lloyd Coe with Sons of the American Legion and Bob Gritzinger with the American Legion have requested use of various public rights-of-way for the Lake Orion Downtown Corn Hole League event as follows:

Every Thursday night starting June 6, 2024 and ending on August 29, 2024, Between 7:00 PM & 9:00 PM

The corn hole games will be on the sidewalks behind 313 Pizza and sidewalks along Fork n' Pint, Cookies & Cream, American Legion, and Builders Custom Flooring.

No street closures or parking lot closures will be necessary.

FINANCIAL IMPACT:

RECOMMENDED MOTION: To adopt Resolution 2024-016 approving the Event "Lake Orion Downtown Corn Hole League", and the License Agreement between the Village of Lake Orion and American Legion Post 233/ Sons Of the American Legion for the use of public property and sidewalks for the Event to be held Every Thursday nights starting June 6, 2024 and ending on August 29 2024. To authorize the Village Council President and Village Clerk to execute the document on behalf of the Village.

ATTACHMENTS:

1 EVENT PERMIT APPLICATION CORN HOLE 2024

2 HOLD HARMLESS CORN HOLE 2024

3 TEMP USE OF VILLAGE RIGHT OF WAY CORN HOLE 2024

4 MAP CORN HOLE 2024

5 INSURANCE CORN HOLE 2024

6 FIRE DEPT RESPONSE CORN HOLE 2024

CORNHOLE 2024 Lic Agreement

2024-016 Corn hole league



Village of Lake Orion

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

EVENT PERMIT APPLICATION

Date of Application: 2/12/24	Date Application Fee Paid:
------------------------------	----------------------------

Sponsoring Organization's Legal Name: AMERICAN LEGION/SONS OF AMERICAN LEGION (SAL)	
Phone: 248-693-2782	Fax:
Email:	Website:

Sponsoring Organization's Agent Name: Lloyd Coe, SAL JR Vice - BOB GRITZINGER, SAL Commander	
Phone: 248-563-4839	Fax:
Email: Lloydcoe@SALglobal.net	Website:

Event Name: CORNHOLE LEAGUE

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary) CORN HOLE GAMES ON SIDE WALKS Behind 313 PIZZA, FORK & PINT, COOKIES & CREAM, AMERICAN LEGION, BUILDERS CUSTOM FLOORING, WINE SOCIAL
--

Date/Hours of Event: EVERY THURSDAY NIGHT STARTING JUNE 6TH TO AUG 29TH Between 7 + 9 PM
--

Date/Hours of Set-up and Tear Down: SAME AS ABOVE
--

Attachment: 1 EVENT PERMIT APPLICATION CORN HOLE 2024 (6637 : Lake Orion Downtown Corn Hole League Event 2024)



Event Location and Boundaries

SEE ATTACHED

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

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

Will street closures and/or Parking Lot closures be necessary: () Yes (X) No

If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Coordinating with Another Event:

YES NO

If Yes, Event Name

Event Name/Details:

Event Information

Type of Event (*See definitions attached to information page*)

() Village Operated () DDA () Individual () Co-Sponsored (X) Group

Indicate Status

(X) Non-Profit* () Not-for-Profit () For-Profit

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



<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes () No</p> <p>If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p style="font-size: 1.2em; margin-left: 40px;">THIS IS A YEARLY EVENT</p>
<p>Is this event a Fund raiser? <input checked="" type="checkbox"/> Yes () No</p> <p>If YES, indicate beneficiary information:</p> <p style="font-size: 1.2em; margin-left: 40px;">AMERICAN LEGION & SAL</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? () Yes <input checked="" type="checkbox"/> No</p> <p>Describe:</p> <p style="font-size: 1.2em; margin-left: 40px;">WE HAVE BEEN ORGANIZED FOR 4 YEARS EVERY THURS. NIGHT IN THE SUMMER</p>
<p>Was this event previously held outside the Village of Lake Orion? () Yes <input checked="" type="checkbox"/> No</p> <p>Describe:</p>
<p>Total estimated attendance each day</p> <p style="font-size: 1.5em; margin-left: 150px;">100</p>
<p>What parking arrangements will be necessary to accommodate attendance?</p> <p>Describe:</p>
<p>NOTE: For events over 100 people, you must submit a parking plan.</p> <p>How will trash be handled?</p> <p>Describe:</p> <p style="font-size: 1.2em; margin-left: 100px;">WE CLEAN AREAS OURSELVES</p>



Is amplification of music or speakers planned or anticipated? () Yes (X) No
If yes, describe, including the dates and times and the maximum limit and amplification:

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

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

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

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

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

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

WE SELL HOT DOGS ON AMERICAN LEGION PROPERTY
USING THEIR LICENSE

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 (X) No
If yes, describe:



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

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

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

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.

2/12/24
Date

Lloyd & Coe, SAL JR. Vice Commander
Signature of Sponsoring Organization's Agent

LLOYD & COE, SAL, JR Vice Commander
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

HOLD HARMLESS AGREEMENT

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

DOWNTOWN CORN HOLE LEAGUE 7-9 PM EVERY THURS. 6/6-8-29-24
Activity/Event Dates and Time

VARIOUS SIDEWALK AREAS IN DOWNTOWN. PURPOSE BEING TO GENERATE
General Description of Location

FOOT TRAFFIC + AWARENESS TO DOWNTOWN BUSINESSES + PROVIDE A FUN
OUT DOOR ACTIVITY FOR RESIDENTS

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

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

[Signature]
Witness One Signature ***

X LLOYD COE SAL
Applicant/Property Owner/Contractor Printed Name

BARBARA A RICE
Witness One Printed Name

2/26/23
Date

[Signature]
Witness Two Signature ***

CHERIE HEDRICK
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.

Attachment: 2 HOLD HARMLESS CORN HOLE 2024 (6637 : Lake Orion Downtown Corn Hole League Event 2024)



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: Lloyd Coe / Bob Geitzinger Business Name: AMERICAN LEGION / SONS OF THE AMERICAN LEGION
Applicant Phone #: 248-693-2782 Address: 164 South Broadway
Applicant E-Mail: lloydcoe@sbclglobal.net City, State, Zip: LAKE ORION, MI 48362

TYPE OF TEMPORARY USE

Property/Right-of-way will be used for: ☐ Building Maintenance ☒ Business Sale/Event ☐ Utility Installation

Briefly Describe Use/Project Activity: CORN HOLE GAMES

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) SEE ATTACHED SIDE WALK AREAS

Temporary Use of Right-of-Way Begins – Day: THURSDAY NIGHTS Time: 7PM - 9PM
SUN 6TH - AUG 8TH

Temporary Use of Right-of-Way Ends – Day: _____ Time: _____

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

Receipt # 43303

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: Royce SAL, JR Vice Commander Date: 2/26/23

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

APPROVAL / COMMENTS BY

Police Chief: [Signature] Date: 3-10-24

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

Fire Chief: _____ Date: _____

DPW Director: [Signature] Date: 2-27-24

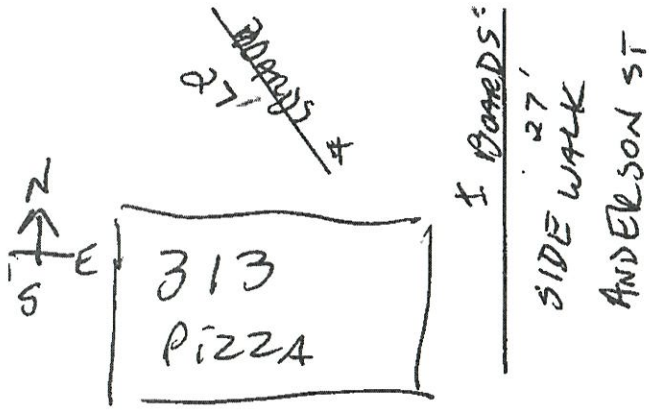
Village Council: _____ Date: _____

OR

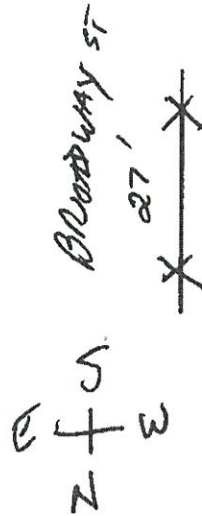
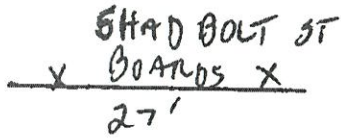
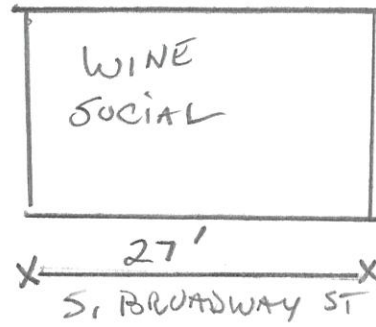
Village Manager: _____ Date: _____

Conditions of Approval: _____

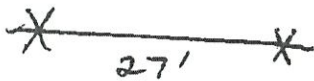
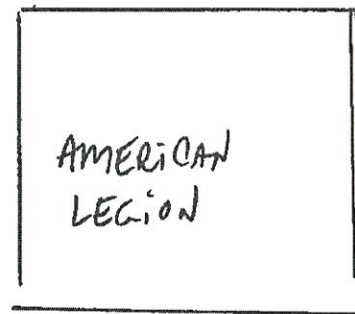
Attachment: 3 TEMP USE OF VILLAGE RIGHT OF WAY CORN HOLE 2024 (6637 : Lake Orion Downtown Corn Hole League Event 2024)



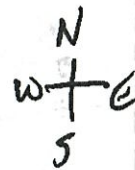
PUBLIC SIDEWALK USE REQUEST



PARKING LOT



S. BROADWAY ST



STAIRS
TO WINE
SOCIAL

PAVEMENT AREA





CERTIFICATE OF LIABILITY INSURANCE

6.2.e

DATE (MM/DD/YYYY)

12/29/2023

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 Select Underwriters 100 N. Williams Lake Road, Ste A Waterford MI 48327		CONTACT NAME: Natalie Miller PHONE (A/C, No, Ext): 248-698-7600 E-MAIL ADDRESS: Natalie@Selectuw.com FAX (A/C, No): 248-698-7634	
INSURED American Legion Charlton Polan Post 233 164 S Broadway St Lake Orion MI 48362		INSURER(S) AFFORDING COVERAGE INSURER A : Michigan Millers Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
AMERLEG-29		NAIC # 14508	

COVERAGES **CERTIFICATE NUMBER:** 779553393 **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	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			C0508972	1/8/2024	1/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			C0508972	1/8/2024	1/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W0510666	1/8/2024	1/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			C0508972	1/8/2024	1/8/2025	Liquor Occurrence 1,000,000 Liquor Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Lake Orion is named additional insured with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

Village of Lake Orion
21 East Church Street
Lake Orion MI 48362-3212

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

Tammy Hansen

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Charter Township of Orion

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

6.2.f

Fire Department

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

March 13, 2024

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

RE: LO Downtown Cornhole League_2024- American Legion

Lake Orion Village Council,

It is the recommendation of the Orion Township Fire Department that the event, Lake Orion Downtown Cornhole League-2024, be approved with the following condition.

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

John Pender

John Pender, Assistant Fire Chief
Orion Township Fire Department

Attachment: 6 FIRE DEPT RESPONSE CORN HOLE 2024 (6637 : Lake Orion Downtown Corn Hole League Event 2024)



LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and American Legion/Sons of the American Legion ("Licensee"), whose address is 164 S Broadway, Lake Orion, Michigan 48362, for the use by Licensee of the Village sidewalks and public areas identified on the attached Lake Orion Downtown Cornhole League Map and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Lake Orion Downtown Cornhole League Dragon on the Lake Community Festival to be held on every Thursday nights starting June 6, 2024, and end on Thursday, August 29, 2024 (the "Event").
- B. On March 25, 2024, the Village Council conditionally approved Licensee's request subject to this License Agreement being signed and complied with.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Improvements.

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

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, , Village Clerk - Treasurer

Date

American Legion/Sons of the American Legion
Lloyd Coe/Bob Gritzinger
Jr. Vice Commander, Commander



VILLAGE OF LAKE ORION
COUNTY OF OAKLAND
STATE OF MICHIGAN

COUNCIL RESOLUTION 2024-016

A RESOLUTION APPROVING THE EVENTS PERMIT APPLICATION FOR THE 2024 LAKE ORION DOWNTOWN CORNHOLE LEAGUE RESULT:

RESULTS
MOVER:
SECONDER:
AYES:
NAYS:
ABSENT:

RESOLVED: To approve the Events Permit Applications submitted by Lloyd Coe on behalf of the American Legion/ sons of the American Legion, dated February 12, 2024 for the 2023 Lake Orion Downtown Corn Hole Series to be held on every Thursday, starting June 6, 2024 and ending August 29, 2024, from 7:00 PM to 9:00 PM on various sidewalks in the village conditioned on the following:

Fire Department Requirements

It is the recommendation of the Orion Township Fire Department that the event, Lake Orion Downtown Cornhole League 2024, be approved with the following condition.

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

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MARCH 25, 2024.

Sonja Stout
Village of Lake Orion

CERTIFICATION

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-016 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 25th day of March 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 25th day of March 2024.



Sonja Stout
Village of Lake Orion Clerk/Treasurer

DATED: March 25, 2024



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Orion Veterans Memorial Day Race, May 27, 2024 Resolution Number 2024-011

Background Brief: The Orion Veteran's Memorial Day Run/Walk is schedule for May 27, 2024. The race starts in Downtown Lake Orion at Fire station 1 located at 93 S Anderson St, Lake Orion, MI 48362 and proceed on the Paint Creek Trail. The race is an out and back.

The 5 mile race will start at 8:00 am and the 5K will start at 8:15 am.

Set-up is approximately 7 am- 8 am, May 27, 2024.

Tear down is approximately 10 am - 11 am, May 27, 2024

Recommended Motion: Resolution # 2024-011

RESOLVED: To approve the Orion Veterans Memorial Day Race 2024 as presented. This is an annual event and is the 8th year for the event.

FURTHER RESOLVED: To approve the Sign Permit to place various signs throughout the Village.

ATTACHMENTS:

- 1 EVENT APPLICATION ORION VETERANS MEMORIAL DAY RUN WALK 2024
- 2 TEMPORARY USE OF RIGHT A WAY ORION VETERANS MEMORIAL DAY RUN WALK 2024
- 3 RESPONSE FIRE DEPT MEMORIAL DAY RUN WALK 2024
- 4 HOLD HARMLESS ORION VETERANS MEMORIAL DAY RUN WALK 2024
- 5 REQUEST FOR VILLAGE EQUIPMENT ORION VETERANS MEMORIAL DAY RUN WALK 2024
- 6 SIGN PERMIT APPLICATION ORION VETERANS MEMORIAL DAY RUN WALK 2024

7 SIGN PERMT ART 2024

8 MAP 5K ORION VETERANS MEMORIAL DAY RUN WALK 2024

9 MAP 5 MILE ORION VETERANS MEMORIAL DAY RUN WALK 2024

10 CERTIFICATE OF COVERAGE ORION VETERANS MEMORIAL DAY RUN WALK 2024

11 LICENSE AGREEMENT LAKE ORION MEMORIAL DAY WALK RUN 2024

Orion Memorial Race



2024-011
Village of Lake Orion
 21 E. Church Street
 Lake Orion, Michigan 48362
 Tel 248.693.8391
 Fax 248.693.5874
www.lakeorion.org

EVENT PERMIT APPLICATION

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

Date of Application: 1/12/24	Date Application Fee Paid:
Sponsoring Organization's Legal Name: Orion Veterans Memorial / Orion Township	
Phone 248-391-0304 ext. 1003	Fax
Email JBhatti@orion-township.org	Website www.oriontownship.org/run
Sponsoring Organization's Agent Name: Jenny Bhatti	
Phone 248-391-0304, ext. 1003	Fax
Email JBhatti@orion-township.org	Website
Event Name: Orion Veterans Memorial Day Run/Walk	
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary) 5K & Smile Run/Walk that starts on Anderson Street next to the Fire Station, and then down/back on the Paint Creek Trail	
Date/Hours of Event: 5/27/24 8am - 10am	
Date/Hours of Set-up and Tear Down: Approx. 7am - 8am and 10am - 11am	
Event Location and Boundaries	



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 → volunteers at start/finish & along Paint Creek Trail
- Loading locations
- Porta john locations and number → 3, next to horse shoe area
- Trash/dumpster
- Event staff parking

Will street closures and/or Parking Lot closures be necessary: () Yes (X) No

If yes, describe, including: date and time of closures, setup schedule and take down schedule, and time you will need the parking lot for deliveries.

Not full closures, Participants will be crossing 2 streets
(twice each street since its an out and back course) - Atwater
& Clariston Rds.

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

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



<p>Annual Event: Is this event expected to occur next year? <input checked="" type="checkbox"/> Yes () No</p> <p>If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p style="text-align: center;">May 26, 2025</p>
<p>Is this event a Fund raiser? <input checked="" type="checkbox"/> Yes () No</p> <p>If YES, indicate beneficiary information:</p> <p style="text-align: center;">Orion Veterans Memorial</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? () Yes <input checked="" type="checkbox"/> No</p> <p>Describe:</p> <p style="text-align: center;">No, this is year #8</p>
<p>Was this event previously held outside the Village of Lake Orion? () Yes <input checked="" type="checkbox"/> No</p> <p>Describe:</p>
<p>Total estimated attendance each day</p> <p style="text-align: center;">~300</p>
<p>What parking arrangements will be necessary to accommodate attendance?</p> <p>Describe: majority of our participants are either local & can walk or are family/friends and carpool together.</p> <p>NOTE: For events over 100 people, you must submit a parking plan.</p>
<p>How will trash be handled?</p> <p>Describe: we will have extra trash containers on site and will remove & dispose of after the event.</p>
<p>Is amplification of music or speakers planned or anticipated? <input checked="" type="checkbox"/> Yes () No</p> <p>If yes, describe, including the dates and times and the maximum limit and amplification:</p>

we will have a single speaker with a handheld mic to welcome participants and to kick off the start of the race.



<p>Will tents be used: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, indicate number of tents, use of each, location and size:</p> <p style="margin-left: 40px;">1 tent at the half way point - water station.</p> <p style="margin-left: 40px;">Paint Creek Trail - Kern Road / Clariston Road</p>
<p>Portable restrooms: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, number of portable restrooms and location:</p> <p style="margin-left: 40px;">3 porta Johns by the horse shoe area</p>
<p>Will alcoholic beverages be served: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, describe:</p> <p>Is liquor license issued by the State of Michigan? <input type="checkbox"/> Yes <input type="checkbox"/> No?</p> <p>If yes, whose name is the license issued to:</p> <p><i>Copy of License must be submitted to the Village within 15 days of the Event.</i></p>
<p>Will food and beverages be sold: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, describe:</p> <p><i>All food vendors must be approved by the Oakland County Health Departments. No permit is necessary where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.</i></p>
<p>Will merchandise be sold: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, describe:</p>



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

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

Water: (X) Yes (X) No
If yes, describe: *use*

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

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

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

EVENT SIGNS

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



CERTIFICATIONS AND SIGNATURES

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

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

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

Date 1/12/24

Jenny Bhatti
Signature of Sponsoring Organization's Agent
Jenny Bhatti
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: Orion Veterans Memorial / Orion Township Business Name: Orion Veterans Memorial / Orion Township

Applicant Phone #: 248-391-0304, ext. 1003 Address: 2323 Joslyn Road

Applicant E-Mail: jbhatti@oriontownship.org City, State, Zip: Lake Orion, MI 48360

TYPE OF TEMPORARY USE

Property/Right-of-way will be used for: Building Maintenance x Business Sale/Event Utility Installation

Briefly Describe Use/Project Activity: Orion Veterans Memorial Day Run/Walk

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) Anderson Street, next to the Fire Station/Art Center

Temporary Use of Right-of-Way Begins – Day: 05/27/2024 Time: 8am

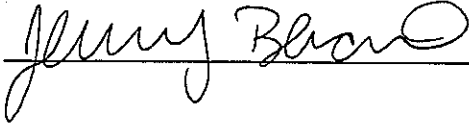
Temporary Use of Right-of-Way Ends – Day: 05/27/2024 Time: 10am

ADDITIONAL REQUIRED INFORMATION

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

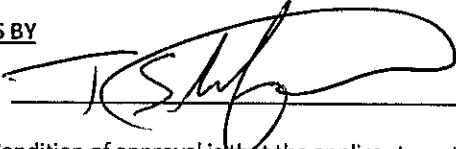
Required for Special Event Applications	Required for General Obstruction of Public ROW Only
<u>(SB)</u> Anticipated Attendance <u>~ 300</u>	<u> </u> Sketch of Project Area
<u>(SB)</u> Event Map	<u> </u> Hold Harmless Agreement
<u>(SB)</u> Hold Harmless Agreement	<u> </u> Barrier Plan/ Safe Route Plan
<u> </u> License Agreement (if applicable - to be approved by Village Council)	Additional Items for Excavation / Construction on Public Property
<u> </u> Parking Plan	<u> </u> Application Fee
<u>(SB)</u> Sign Application (if applicable)	<u> </u> Insurance Certificate
<u> </u> Insurance Certificate	<u> </u> Copy of License
<u>(SB)</u> Approvals from all applicable outside agencies	<u> </u> \$1,000 Escrow Deposit
	<u> </u> Construction Detail
	<u> </u> 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: 1/12/24

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

APPROVAL / COMMENTS BY

Police Chief:  Date: 2-22-24

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

Fire Chief: Approved See attached Date: 2-21-24

DPW Director:  Date: 2-21-24

Village Council: _____ Date: _____

OR

Village Manager: _____ Date: _____

Conditions of Approval: _____



Charter Township of Orion

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

6.3.c

Fire Department

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

February 21, 2024

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

RE: Orion Veterans Memorial Day Run / Walk

Lake Orion Village Council,

It is the recommendation of the Orion Township Fire Department that the event, Orion Veterans Memorial Day Run / Walk 2024 on May 27, 2024, be approved with the following condition.

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

John Pender

John Pender, Assistant Fire Chief
Orion Township Fire Department

Attachment: 3 RESPONSE FIRE DEPT MEMORIAL DAY RUN WALK 2024 (6632 : Orion Veterans Memorial Day Race 2024)



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 *

Orion Veterans Memorial Day Race

05/27/2024, 8am-10am

Activity/Event

Dates and Time

Start and end on Anderson Street near the Fire Station and the Paint Creek Trail

General Description of Location

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



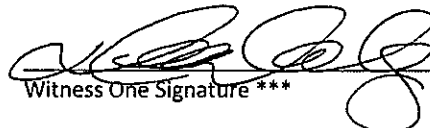
Applicant/Property Owner/Contractor Signature**

Jenny Bhatti

Applicant/Property Owner/Contractor Printed Name

01/12/2024

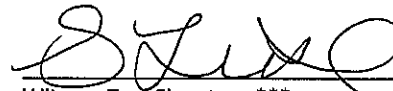
Date



Witness One Signature ***

Deanna Calloway

Witness One Printed Name



Witness Two Signature ***

Samantha Timko

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: Orion Veterans Memorial / Orion Township Business Name: Orion Veterans Memorial / Orion Township
Address: 2323 Joslyn Road City, State, Zip: Lake Orion, Mi 48360
Applicant Phone #: 248-391-0304, ext 1003 Applicant E-Mail: jhbhatti@oriontownship.org

EVENT / PROJECT DESCRIPTION

Describe Use/Project Activity: Orion Veterans Memorial Day Run/Walk

Use of Equipment Begins – Day: 5/27/24 Time: 8am
Use of Equipment Ends – Day: 5/27/24 Time: 10am

EQUIPMENT TO BE USED Please describe in detail below

☐ Barricades ☐ Temporary closure signage ☒ Trash cans ☐ Other

Event starts/ends on Anderson St, next to Fire Station and then down the Paint Creek Trail.

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:  Date: 1/27/24

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

Issued:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

Returned:

Date / Time: _____ Received by: _____

By VLO Staff:: _____ Signature: _____

EQUIPMENT USAGE PROVISIONS

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

For street and parking lot closures:

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

Use of fire hydrants:

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

General guidelines:

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



Village of Lake Orion

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

SIGN PERMIT APPLICATION

PROPERTY INFORMATION

Sign Site Address: Various location S Parcel ID #: _____

Name of Business at Sign Location: Right of ways Zoning District: _____

OWNER INFORMATION

Property Owner Name: _____ Address: _____

Property Owner Phone #: _____ E-Mail: _____

APPLICANT INFORMATION (If applicant is NOT property owner)

Applicant Name: Orion Township / Orion Veterans Memorial Address: 2323 Joslyn Rd.

Applicant Phone #: 248-391-0304 E-Mail: j.hatti@orion-township.org

Applicant is: (i.e. contractor or business owner or architect, etc.) Non-profit

TYPE AND QUANTITY OF SIGN(S)

Please indicate the quantity of each type of sign proposed.

Permanent Sign(s): _____ Wall _____ Projecting _____ Ground Sign _____ Awning _____ Other _____

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

Temporary Display Dates: From May 1 To May 27

Name of Event: Orion Veterans Memorial Day Run/Walk Date of Event: 5/27/24

ADDITIONAL INFORMATION AND REQUIREMENTS

- 1) Location Map: A map identifying the location of all requested signs on the property or building must be provided or the application WILL NOT be reviewed. Outside of Children's Park, the horse shoe area, by meeks park along the walk way
- 2) Sign Sketch Plan: A scaled plan or drawing identifying the size and elements of all requested sign(s) on the property or building must be provided or the application WILL NOT be reviewed.

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

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

Signature of Property Owner: _____ Date: _____

Signature of Applicant (or Contractor): Jerry Blaw Date: 2/20/24

TO BE COMPLETED BY VILLAGE STAFF - Date Received: _____

Fee: _____

Receipt #: _____



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LOCATION MAP

A location map must include the following information:

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

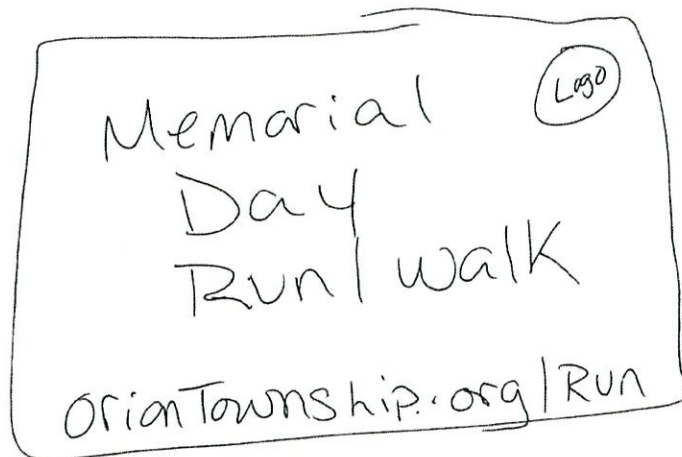
SIGN SKETCH PLAN

A sign sketch plan must include the following information:

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

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

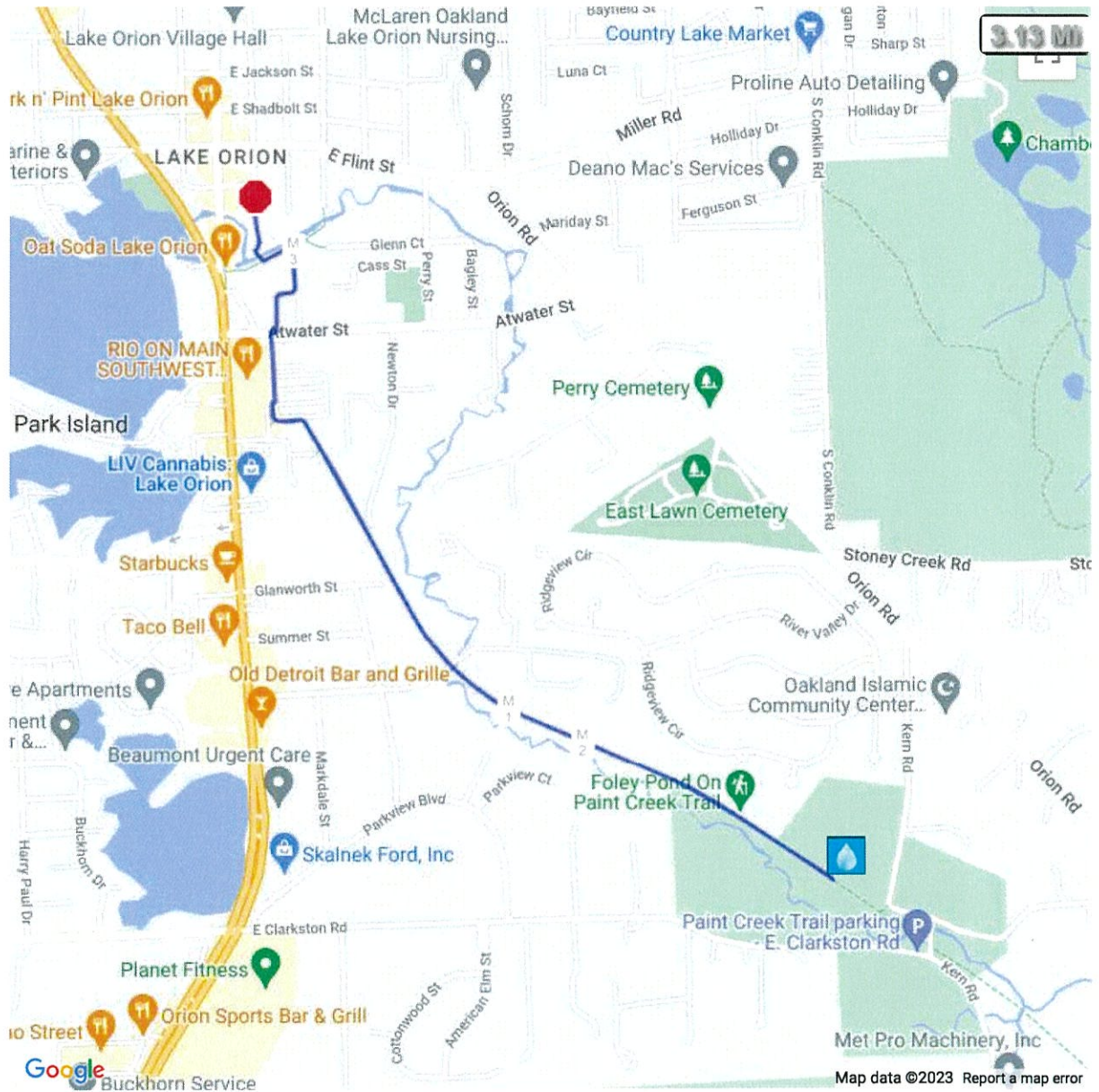
standard yard sign / campaign sized sign





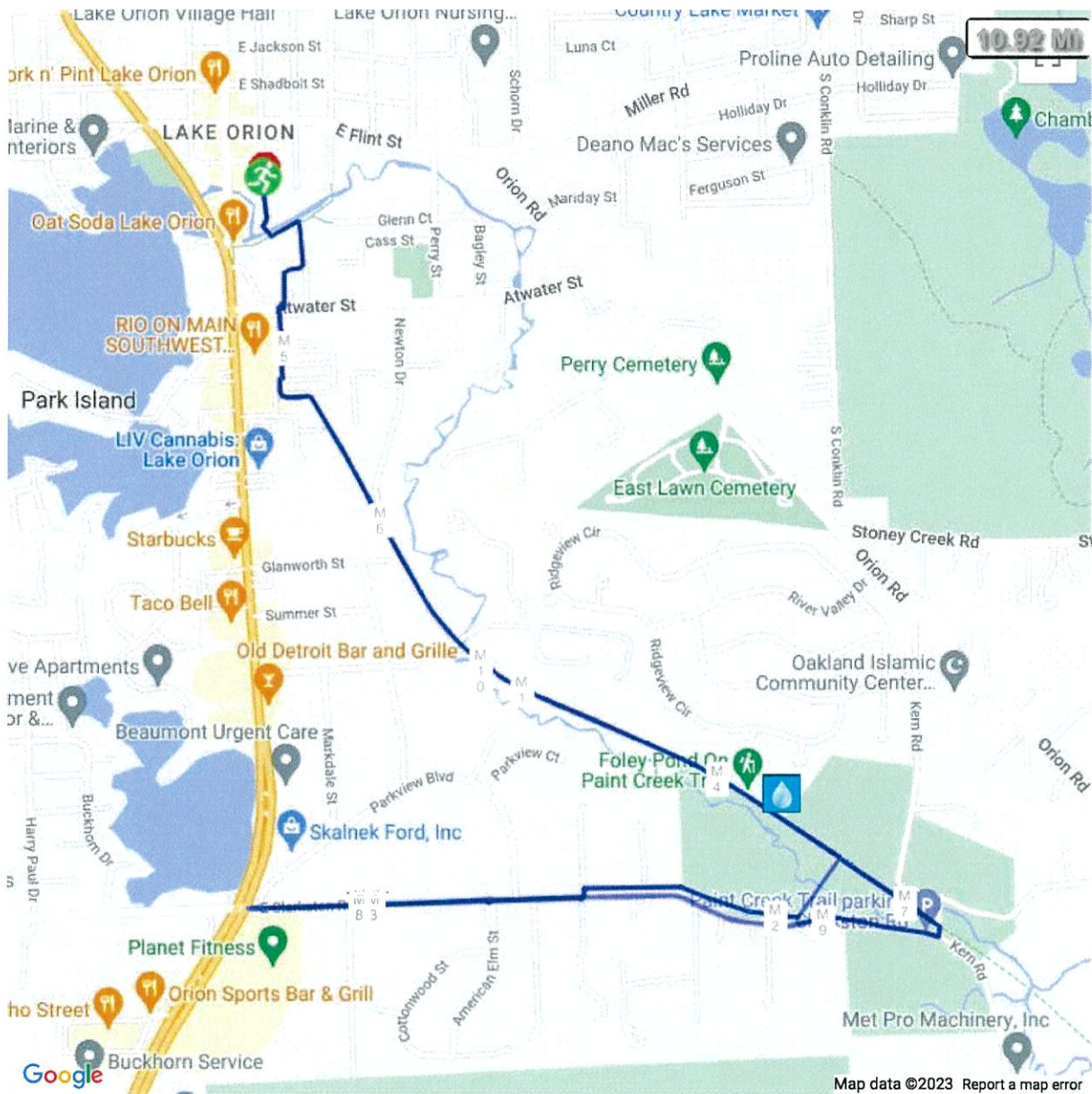
Signs are Standard campaign/yard sign size 18X24

5K



Attachment: 8 MAP 5K ORION VETERANS MEMORIAL DAY RUN WALK 2024 (6632 : Orion Veterans Memorial Day Race 2024)

5 Mile



RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. ☐ Information only.
5. ☒ The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
VILLAGE OF LAKE ORION EVENT PERMIT APPLICATION DATED JANUARY 12, 2024 FOR ORION VETERANS MEMORIAL DAY RACE ON MAY 27, 2024.
6. ☐ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
VILLAGE OF LAKE ORION
21 E. CHURCH STREET
LAKE ORION, MI 48362

Member:
CHARTER TOWNSHIP OF ORION
2323 JOSLYN ROAD
LAKE ORION, MI 48360

Certificate Expiration Date: July 1, 2024
Date Issued: January 17, 2024

Member Number: # M0001244
Effective Date of Membership: July 1, 1997

Distribution:
Chris Barnett, Charter Township Of Orion
MMRMA Underwriting



Authorized Representative

SECTION 4 DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. ACTUAL CASH VALUE

means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES

means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. BODILY INJURY

means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. COVERED CONTRACT

means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

- a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;
- b) indemnify any independent contractor or employee of any independent contractor;
- c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or
- d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. DAMAGES

means any or all of the following:

- a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;



LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and ("Licensee"), Jenny Bhatti, agent for the Charter Township of Orion, whose address is 2323 Joslyn Road, Lake Orion, MI, 48360, and Orion Veterans Memorial for the use by Licensee of the Village parks and public roads identified on the attached Orion Veterans Memorial Day Race application and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Orion Veterans Memorial Day Race to be held on May 27, 2024 (the "Event").
- B. Pursuant to Council policy, the permit has been approved at the Village Council meeting, dated 03/25/2024, however a condition of the approval is the execution of a License Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, Village Clerk-Treasurer

Charter Township of Orion/Orion Veterans Memorial
Jenny Bhatti

Date

By:

Its:



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

RESOLUTION 2024-011

A RESOLUTION APPROVING Orion Veterans Memorial Day Race, May 27, 2024

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:
ABSENT:

RESOLVED: To approve the Orion Veterans Memorial Day Race 2024 on May 27th 2024, as presented. This is an annual event and is the 8th year for the event.

Fire Department Requirements: It is the recommendation of the Orion Township Fire Department that the event, Orion Veterans Memorial Day Run/Walk, be approved with the following condition.

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

FURTHER RESOLVED: To approve the Sign Permit to place various signs throughout the Village, location map which is attached and incorporated as part of these minutes.

THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MARCH 25, 2024.

Sonja Stout
Village of Lake Orion

Attachment: Orion Memorial Race (6632 : Orion Veterans Memorial Day Race 2024)

CERTIFICATION

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-011 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 25th day of March 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 25th day of March 2024.



Sonja Stout
Village of Lake Orion Clerk/Treasurer

DATED: March 25, 2024



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Special Event Permit Orion Art & Flower Fair 2024 Resolution 2024-009

BACKGROUND BRIEF: Holly Nicosia on behalf of the Orion Art Center has submitted and Event Application for the Orion Art & Flower Fair 2024.

- **Date/Time:** Friday, May 17, 2024 9:00 AM, Shut down parking lot 3
Saturday, May 18, 2024 from 10:00 AM to 11:00 PM
Sunday, May 19, 2024 from 10:00 AM to 6:00 PM
- **Properties:** Flower Fair Vendors: N and S Broadway, W and E Flint - vendors
Vendor parking on 55 Elizabeth
Large tent to be placed parking lot 3 to shelter Beer Garden.
Large tent to be placed in parking lot 3 to shelter OAC, DIY events
Vendors tent, 10x10 on Broadway and Flint
- **Other requests:** Other requests: Set up/ Tear down
Friday, May 17, 2024- Set up in Parking lot 3, S. Anderson St. 9:00 AM
Saturday, May 18, 2024- Vendor set up 6:00 AM, Broadway & Flint
Sunday, May 19, 2024- 6:00 AM - 8:00 PM tent and vendor tear down

SUMMARY OF PREVIOUS COUNCIL ACTION: none

FINANCIAL IMPACT: none

RECOMMENDED MOTION #1: Adopt Resolution 2024-009 approving the Event application requesting the use of Public Streets, Road, and Rights-of-Way submitted by Holly Niscosia on behalf of the Orion Art Center for the Orion Art & Flower Fair to be held on Saturday, May 18, 2024 and Sunday May 19, 2024 with conditions, approving the Sign Permit and approving the License between the Village of Lake Orion and the Orion Art Center.

ATTACHMENTS:

- 1 EVENT APPLICATION ORION ART & FLOWER FAIR 2024
- 2 TEMP USE OF RIGHT OF WAY ORION ART & FLOWER FAIR
- 3 HOLD HARMLESS ORION ART & FLOWER FAIR 2024
- 4 FIRE DEPT RESPONSE ORION ART & FLOWER FAIR 2024
- 5 VILLAGE EQUIPMENT ORION ART & FLOWER FAIR 2024
- 6 SIGN PERMIT ORION ART & FLOWER FAIR 2024
- 7 BANNER & PLACEMENT ORON ART & FLOWER FAIR 2024
- 8 MAP SET UP ORION ART & FLOWER FAIR 2024
- 9 PARKING LOT MAP ORION ART & FLOWER FAIR 2024
- 10 IIC AGREEMENT ORION ART & FLOWER FAIR 2024
- 2024-009 flower fair not voted



*Received
1-2-24*

Village of Lake Orion

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

EVENT PERMIT APPLICATION

Date of Application: <div style="text-align: right;">12/22/2023</div>	Date Application Fee Paid:
Sponsoring Organization's Legal Name: <div style="text-align: center;">Orion Art Center</div>	
Phone 248-693-4986	Fax
Email director@orionartcenter.org	Website www.orionartcenter.org
Sponsoring Organization's Agent Name: <div style="text-align: center;">Holly Nicosia, Executive Director, Orion Art Center</div>	
Phone 248-693-4986	Fax
Email director@orionartcenter.org	Website www.orionartcenter.org
Event Name: <div style="text-align: center;">Orion Art & Flower Fair</div>	
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary) <div style="text-align: center;">See attached</div>	
Date/Hours of Event: Saturday, May 18, 2024 – 10:00 am – 11:00 pm, Sunday, May 19, 2024 – 10:00 am – 6:00 pm	
Date/Hours of Set-up and Tear Down: Friday, May 17, 2024 – set up in Parking Lot 3 Saturday May 18, 2024– 8:00 am vendors set up on Broadway & Flint Sunday, May 19, 2024 – 6:00 – 8:00 pm tent and vendor tear down	

Attachment: 1 EVENT APPLICATION ORION ART & FLOWER FAIR 2024 (6568 : Orion Art & Flower Fair)



Event Location and Boundaries

See attached

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: (x) 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.

See attached

Coordinating with Another Event:

YES NO x

If Yes, Event Name

Event Name/Details:

Event Information

Type of Event *(See definitions attached to information page)*

() Village Operated () DDA (x) Individual () Co-Sponsored () Group

Indicate Status

(x) Non-Profit* () Not-for-Profit () For-Profit

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



<p>Annual Event: Is this event expected to occur next year? (<input checked="" type="checkbox"/>) Yes () No</p> <p>If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event.</p> <p style="text-align: center;">May 16-18, 2025</p>
<p>Is this event a Fund raiser? (<input checked="" type="checkbox"/>) Yes () No</p> <p>If YES, indicate beneficiary information:</p> <p style="text-align: center;">Orion Art Center</p>
<p>Is this the first time the event is being held in the Village of Lake Orion? () Yes (<input checked="" type="checkbox"/>) No</p> <p>Describe:</p>
<p>Was this event previously held outside the Village of Lake Orion? () Yes (<input checked="" type="checkbox"/>) No</p> <p>Describe:</p>
<p>Total estimated attendance each day</p> <p style="text-align: center;">1,500</p>
<p>What parking arrangements will be necessary to accommodate attendance?</p> <p>Describe:</p> <p style="text-align: center;">Street and village parking lots. See attached</p>
<p>NOTE: For events over 100 people, you must submit a parking plan.</p> <p>How will trash be handled?</p> <p>Describe:</p> <p style="text-align: center;">Trash cans will be placed throughout the event. Trash will be monitored and collected by the OAC and/or its designee. Trash will be disposed in an onsite dumpster.</p>



Is amplification of music or speakers planned or anticipated? (☒) Yes (☐) No
If yes, describe, including the dates and times and the maximum limit and amplification:

Live music will be at the Beer Garden in the evenings in Parking Lot 3 and will be monitored onsite by a paid professional sound company

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

Large tent to be placed in Parking Lot 3 to shelter Beer Garden
Large tent to be placed in Parking Lot 3 to shelter OAC DIY events.
Vendor tents 10x10 – on Broadway and Flint. See Attached

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

1 @ Flint & Lapper
1 @ Shadbolt & Broadway
5 @ Parking Lot 3

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

Beer, wine, spirits

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

Orion Art Center

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:

Self contained food trucks

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:

Art, flowers, craft items



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

Electrical Connections: (☒) Yes () No

If yes, describe:

Parking lot and street power

Water: (☒) Yes () No

If yes, describe:

Water for plant material

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

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

See attached

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

If yes, describe:

Other Village services: (☒) Yes () No

If yes, describe:

Barricades and road closure signs – see attached
Trash cans to be distributed throughout event foot print – see attached

EVENT SIGNS

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

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

See attached



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.

12-22-2023

Date

Holly Nicosia

Signature of Sponsoring Organization's Agent

Holly Nicosia

Print Name



2024-089
 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: Holly Nicosia Business Name: Orion Art Center
 Applicant Phone #: 248-693-4986 Address: 115 S Anderson St, PO BOX 674
 Applicant E-Mail: director@orionartcenter.org City, State, Zip: Lake Orion, MI 48341

TYPE OF TEMPORARY USE

Property/Right-of-way will be used for: Building Maintenance x Business Sale/Event Utility Installation

Briefly Describe Use/Project Activity: Lake Orion Flower & Art Fair 2024

RIGHT-OF-WAY (ROW) TO BE USED

Site Address: (Property adjacent to street/sidewalk/ROW) see attached

Friday, May 17, 2024

9:00 AM

Temporary Use of Right-of-Way Begins – Day: Saturday May 18, 2024 Time: 6:00 AM

Temporary Use of Right-of-Way Ends – Day: Sunday, May 19, 2024 Time: 8:00PM

ADDITIONAL REQUIRED INFORMATION

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

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

Receipt # 42260 1/2/24 \$ 100.00

Bn

\$ 100.00

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: Holly Nicosia Date: 12-22-2023

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

APPROVAL / COMMENTS BY

Police Chief: [Signature] Date: 1-29-24

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

Fire Chief: SEE ATTACHED - APPROVED WITH CONDITIONS Date: 1-8-24

DPW Director: [Signature] Date: 1-4-24

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 *

2024 Lake Orion Flower & Art Fair

May 18-19, 2024

Activity/Event

Dates and Time

The Lake Orion Flower & Art Fair will take place in downtown Lake Orion with use of P3 parking lot beginning Friday, May 17, 2024

General Description of Location

Sat/Sunday vendors on Broadway between Shadbolt & Front Street, Flint Street between Lapeer & Anderson.

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.

Holly Nicosia
Applicant/Property Owner/Contractor Signature**

Julie Sugg
Witness One Signature ***

Holly Nicosia
Applicant/Property Owner/Contractor Printed Name

Julie Sugg
Witness One Printed Name

12-22-2023
Date

Jacob Nicosia
Witness Two Signature ***

Jacob Nicosia
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.

Attachment: 3 HOLD HARMLESS ORION ART & FLOWER FAIR 2024 (6568 : Orion Art & Flower Fair)



Charter Township of Orion

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

Fire Department

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

January 8, 2024

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

RE: 2024 Lake Orion Flower and Art Fair

Lake Orion Village Council,

It is the recommendation of the Orion Township Fire Department that the event, 2024 Lake Orion Flower and Art Fair, be approved with the following conditions.

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. Vendor tents shall only be placed in the parking spaces along the curb.
3. Full access shall be maintained in the center of the roads.
4. No obstructions in the intersections.
5. Event coordinator shall contact Fire Prevention Division at 248-391-0304 ext2000 prior to the event opening to the public.

John Pender

John Pender, Assistant Fire Chief
Orion Township Fire Department



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: Holly Nicosia Business Name: Orion Art Center
 Address: 115 S Anderson St, PO Box 674 City, State, Zip: Lake Orion, MI 48361
 Applicant Phone #: 248-877-5273 Applicant E-Mail: director@orionartcenter.org

EVENT / PROJECT DESCRIPTION

Describe Use/Project Activity: _____
Lake Orion Flower & Art Fair 2024
 Use of Equipment Begins -- Day: Friday, May 17, 2024 9:00 AM
Saturday, May 18, 2024 Time: 6:00 AM
 Use of Equipment Ends -- Day: Sunday, May 19, 2024 Time: 8:00 PM

EQUIPMENT TO BE USED Please describe in detail below

☒ Barricades ☒ Temporary closure signage ☒ Trash cans ☐ Other

~~Parking Lot 3 to be closed Friday, May 17, 2024 9:00 AM - 9:00 AM. Flint & Broadway Street Closures~~
 to begin Saturday, May 18, 2024 6:00 AM - Sunday, May 19, 2024 8:00 PM

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: Holly Nicosia Date: 12-22-2023 UPDATED 2/12/2024

*** 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: 5 VILLAGE EQUIPMENT ORION ART & FLOWER FAIR 2024 (6568 : Orion Art & Flower Fair)

EQUIPMENT USAGE PROVISIONS

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

For street and parking lot closures:

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

Use of fire hydrants:

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

General guidelines:

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



Village of Lake Orion

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

SIGN PERMIT APPLICATION

PROPERTY INFORMATION

Sign Site Address: M24 & Flint Street Parcel ID #: _____

Name of Business at Sign Location: Autozone Zoning District: _____

OWNER INFORMATION

Property Owner Name: Village of Lake Orion Address: 21 E. Church Street

Property Owner Phone #: 248-693-8391 E-Mail: _____

APPLICANT INFORMATION (If applicant is NOT property owner)

Applicant Name: Holly Nicosia/Orion Art Center Address: 115 S. Anderson St.

Applicant Phone #: 248-693-4986 E-Mail: info@orionartcenter.org

Applicant is: (i.e. contractor or business owner or architect, etc.) Non-Profit

TYPE AND QUANTITY OF SIGN(S)

Please indicate the quantity of each type of sign proposed.

Permanent Sign(s): _____ Wall _____ Projecting _____ Ground Sign _____ Awning _____ Other

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

Temporary Display Dates: From April 27, 2024 To May 20, 2024

Name of Event: Art and Flower Fair Date of Event: May 17, 18, 19

ADDITIONAL INFORMATION AND REQUIREMENTS

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

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

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

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

Signature of Property Owner: _____ Date: _____

Signature of Applicant (or Contractor): Holly Nicosia Date: 1-8-2024

TO BE COMPLETED BY VILLAGE STAFF - Date Received: _____

Fee: _____

Receipt #: _____



Village of Lake Orion

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

LOCATION MAP

A location map must include the following information:

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

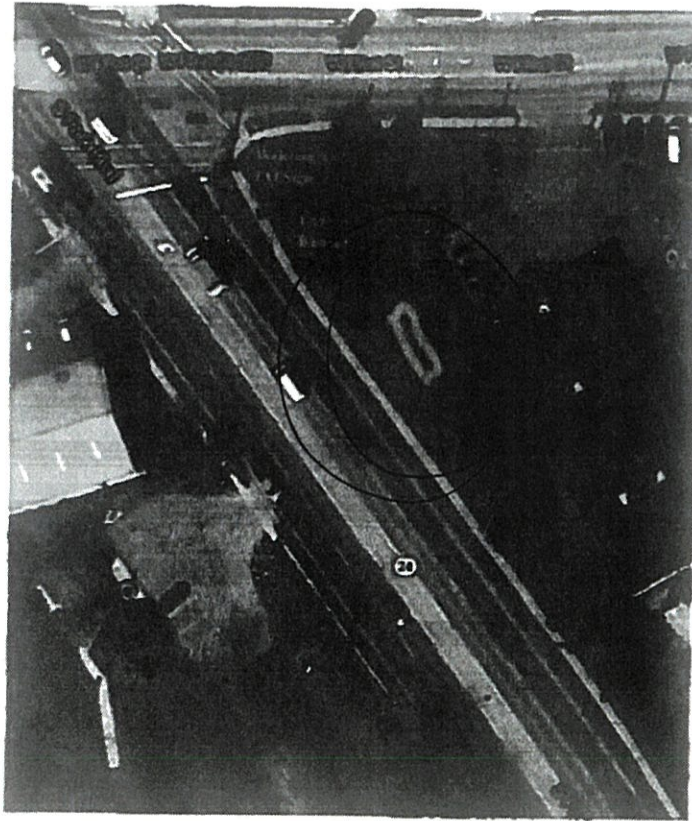
SIGN SKETCH PLAN

A sign sketch plan must include the following information:

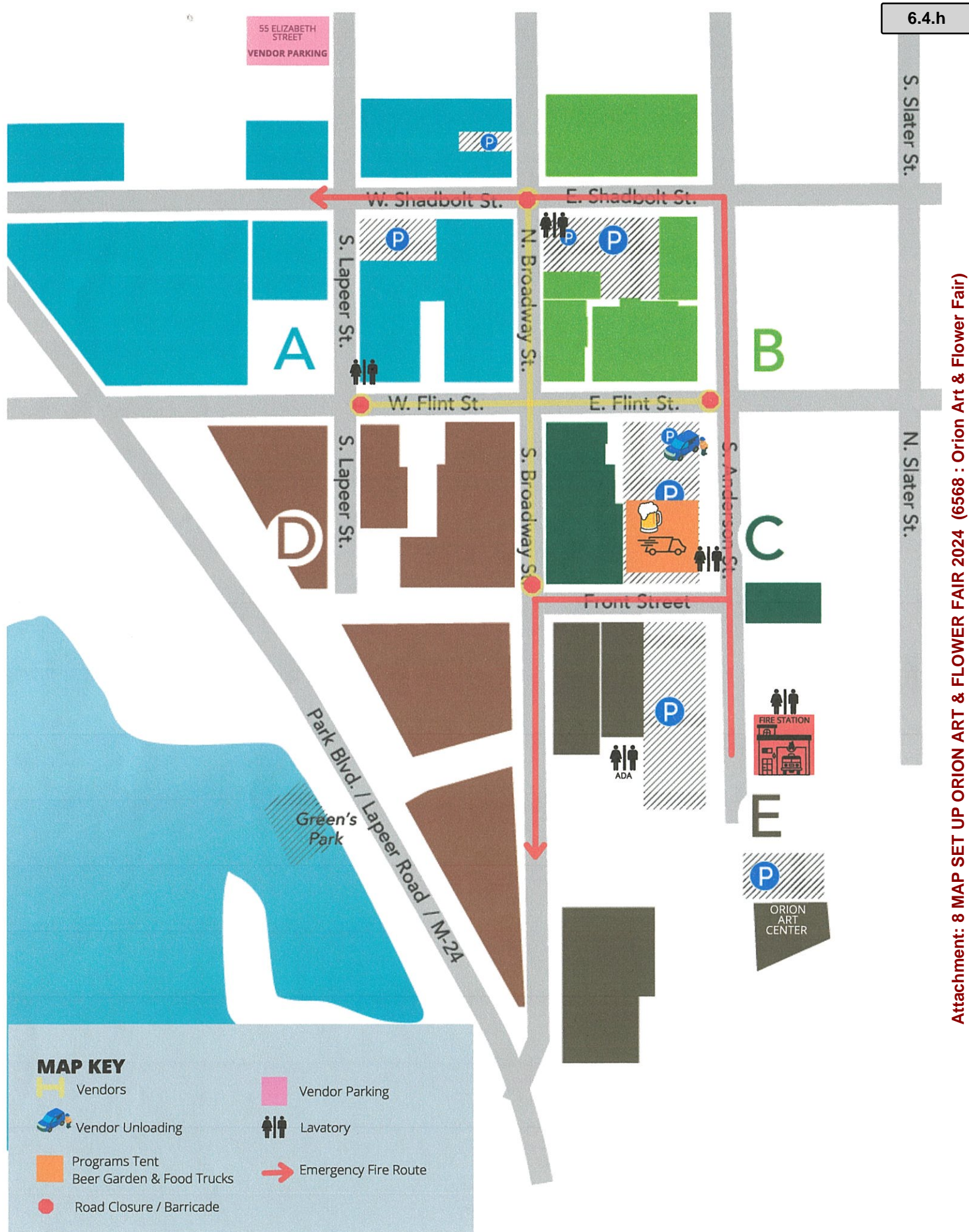
- All sign dimensions.
- Wording of the sign.
- Building Signs: Must show length and width of building façade from grade and include roofline.
- Draw length, width, depth, and height of sign on building façade. Include all existing and proposed signage.
- Please note if any existing signage is to be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

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

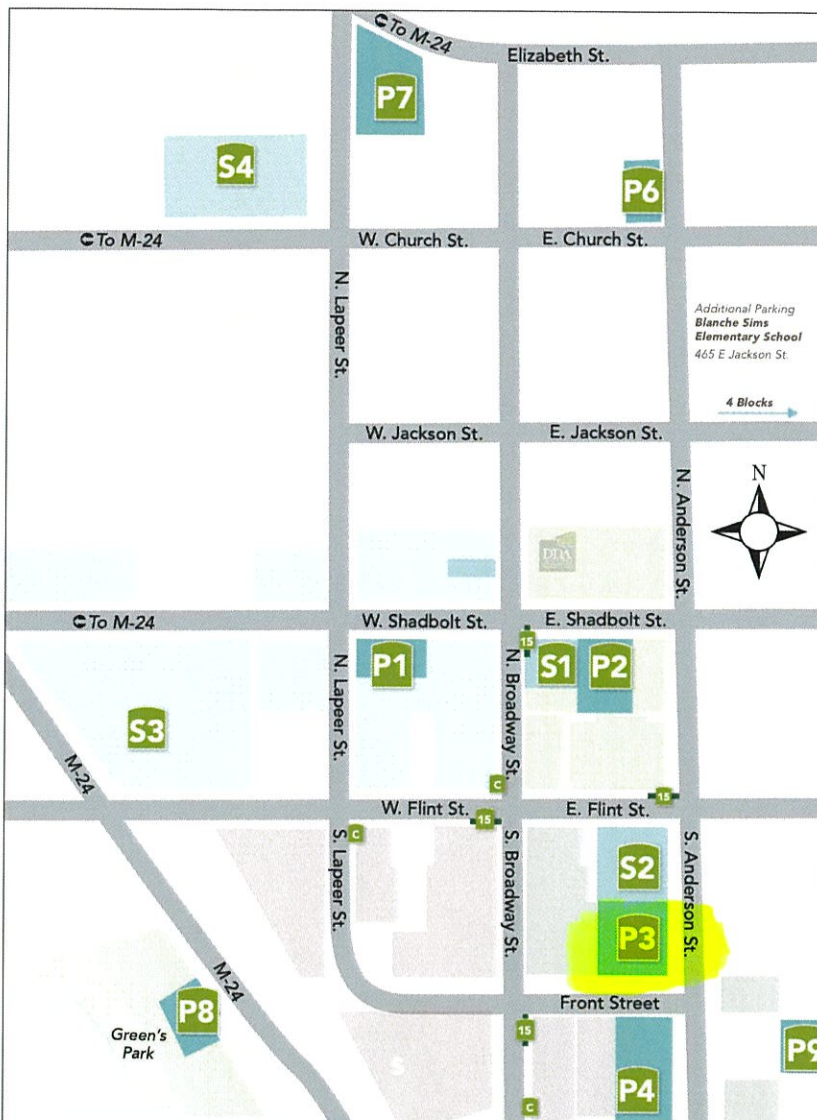




— sign location



DOWNTOWN LAKE ORION PARKING



Parking Lots

P1 N. Lapeer	S1 Lake Orion Review
P2 E. Shadbolt	S2 E. Flint
P3 S. Anderson	S3 PNC Bank
P4 Children's Park	S4 LO Schools Admin Bldg
P5 Art Center	C Curbside Delivery
P6 Village/Police	15 15 Min "Quick Trip" Parking
P7 Elizabeth Street	
P8 Green's Park	
P9 Slater Street	

- Shared lots are open to the public after normal business hours.
- 15 Minute and Curbside parking spaces are located in 8 downtown areas.
- Maximum of 23 hour parking in public lots, except for a 6-hour limit in lots P2 and P3.
- On-street downtown parking limited to 2 hours.
- No parking on downtown streets between 3 am – 5 am.
- 48-hour parking available at N Broadway and N Anderson St, as marked in green

Children's Park
Meek's Park

rev. 10/2020



LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and Orion Art Center ("Licensee"), whose address is 115 South Anderson Street, PO Box 674, Lake Orion, Michigan 48362, for the use by Licensee of the Village parks and public roads identified on the attached Orion Art & Flower Fair 2024 Map and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Orion Art & Flower Fair 2024 to be held on Saturday, May 18, 2024, through Sunday, May 19, 2024 (the "Event").
- B. Pursuant to Council policy, the permit has been approved at the Village Council meeting, dated 02/26/2024, however a condition of the approval is the execution of a License Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

7. Insurance. Licensee shall secure and maintain liability insurance for all Premises and liquor liability insurance for Premises #3 in the minimum amount of \$ 1,000,000.00 and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

Date

Jerry L. Narsh, Council President

Date

Sonja Stout, Village Clerk - Treasurer

Date

Orion Art Center, Holly Nicosia, Executive Director



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

**COUNCIL RESOLUTION 2024-009
SPECIAL EVENT PERMIT FLOWER AND ART FAIR**

RESOLUTION TO APPROVE THE APPLICATION FOR 2024 FLOWER AND ART EVENT.

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:
EXCYSED:

RESOLVED: To approve the Event Permit Application requesting the use of Public Streets and Right-of-Ways submitted by Holly Nicosia on behalf of Orion Art Center, for the 2024 Orion Art & Flower Fair, Event to be held on Saturday, May 18, 2024 through Sunday, May 19, 2024 as follows:

Date/Time: Friday, May 17, 2024 9:00 AM, Shut down parking lot 3
Saturday, May 18, 2024 from 10:00 AM to 11:00 PM
Sunday, May 19, 2024 from 10:00 AM to 6:00 PM

Properties: Flower Fair Vendors: N and S Broadway, W and E Flint - vendors
Vendor parking on 55 Elizabeth
Large tent to be placed parking lot 3 to shelter Beer Garden.
Large tent to be placed in parking lot 3 to shelter OAC, DIY events
Vendors tent, 10x10 on Broadway and Flint

Other requests: Set up/ Tear down
Friday, May 17, 2024- Set up in Parking lot 3, S. Anderson St. 9:00 AM
Saturday, May 18, 2024- Vendor set up 6:00 AM, Broadway & Flint
Sunday, May 19, 2024- 6:00 AM - 8:00 PM tent and vendor tear down

FURTHER RESOLVED: That the Village Council approves the License Agreement between the Village of Lake Orion and the Orion Art Center and authorize the President and Clerk to execute it on behalf of the Village

FURTHER RESOLVED: The Sign Permit application submitted by Holly Nicosia on behalf of the Orion Art Center is approved.

FURTHER RESOLVED: This approval is conditioned on the following:

Administrative Requirements:

1. Proof of Insurance to be provided to the Village Clerk prior to the event, as follows:
 - § General Liability - no less than \$1,000,000
 - § Liquor Liability - no less than \$1,000,000
 - § Village to be a Certificate Holder and listed as An Additional Insured on the Certificate
2. The Michigan Liquor Control Commission (MLCC) temporary permit for beer & wine sales on village property located at the municipal parking lot at the corner of Anderson and Front must be approved by the MLCC and copy of license provided must be submitted to the Village Clerk prior to the event. All alcohol sales are controlled and regulated by staff of the requesting organization. Snow fencing will be used to create secure tent entrance and exits to unauthorized activity. Event staff will provide entrance and exit security to the Beer Garden.
3. Temporary electrical wiring or equipment, if used, must be approved by the electric inspector.
4. All tents and/or temporary structures shall be properly secured in case of inclement weather or wind conditions so that they are not blown away and perhaps cause serious injury.
5. Any tents or temporary structures that may have cooking or other heating devices have a minimum of ten-pound multi-use fire extinguisher. More commonly referred to as an "ABC" fire extinguisher.
6. All food vendors must have the approval of the Oakland County Health Department
7. All food trucks must be approved by the Fire Department.
8. Clean-up of the area is the responsibility of the applicant
9. Trash cans will be placed throughout the event. Trash will be monitored and collected by Orion Art Center and/or it's designee. Trash will be disposed in an onsite dumpster.
10. Portable restrooms and location:
 - 1 @ Flint & Lapeer, 1 @ Shadbolt & Broadway and 5 @ Parking lot 3

Police Department Requirements as follows

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

Fire Department comments: Approves the event with the following conditions

Attachment: 2024-009 flower fair not voted (6568 : Orion Art & Flower Fair)

1. There shall be no parking in the Fire Station parking lot or along Anderson Street.
2. Vendor tents shall only be placed in the parking spaces along the curb.
3. Full access shall be maintained in the center of the roads.
4. No obstructions in the intersections.
5. Event coordinator shall contact Fire Prevention Division at 248-391-0304 ext 2000 prior to the event opening to the public.

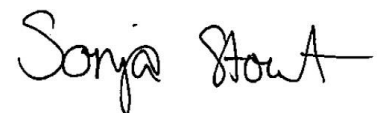
DPW Requirements

1. Use of Village Orange Cones will be based upon availability
2. DPW will not supply extension cords or cord covers.
3. As always, Village properties will be properly maintained before the events begin.
4. DPW will provide barricades for street and parking lot closure following a request from the Chief of Police.

CERTIFICATION

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-009 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 25th day of March 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this day 25th of March 2024.



Sonja Stout
 Village of Lake Orion Clerk

DATED:

Attachment: 2024-009 flower fair not voted (6568 : Orion Art & Flower Fair)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Approval of Village Council Regular Meeting Minutes of March 11, 2024

BACKGROUND BRIEF:

RECOMMENDED MOTION: To approve the March 11, 2024 Regular meeting minutes as presented.

ATTACHMENTS:

2024.03.11 minutes draft



MINUTES

REGULAR MEETING OF THE LAKE ORION VILLAGE COUNCIL

Monday, March 11, 2024

7:30 PM

Lake Orion Village Hall Council Chambers

21 East Church Street

LAKE ORION, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The Monday, March 11, 2024 Regular Meeting of the Lake Orion Village Council was called to order in the Lake Orion Village Hall Council Chambers located in the 21 East Church Street, Lake Orion, MI 48362 by President Jerry Narsh at 7:30 PM followed by the Pledge of Allegiance.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

Attendee Name	Organization	Title	Status	Arrived
Jerry Narsh	Village of Lake Orion	President	Present	
Teresa L Rutt	Village of Lake Orion	President Pro Tem	Present	
Carl Cyrowski	Village of Lake Orion	Council Member	Present	
Stan Ford	Village of Lake Orion	Council Member	Present	
Michael Lamb	Village of Lake Orion	Council Member	Present	
Nancy Moshier	Village of Lake Orion	Council Member	Present	
Kenneth VanPortfliet	Village of Lake Orion	Council Member	Present	

STAFF PRESENT:

- Village Manager Darwin McClary
- Police Chief Todd Stanfield
- DPW Director Wes Sanchez
- DDA Interim Director Janet Bloom
- Deputy Finance Director/Recording Secretary Cherie Hedrick

4. Presentations

5. Call to the Public

Let the record show there was no public comment.

6. Consent Agenda

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Carl Cyrowski, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

1. Receive and File 02/26/24 Correspondence from George Dandalides Re: Capital Improvement Plan

RESOLVED: To receive and file the correspondence from George Dandalides dated February 26, 2024, regarding the capital improvement plan.

2. Approval of Village Council Special Meeting Minutes of February 26, 2024

RESOLVED: To approve the Monday, February 26, 2024 Special meeting minutes as presented.

3. Approval of Village Council Regular Meeting Minutes of February 26, 2024

RESOLVED: To approve the Monday, February 26, 2024 regular meeting minutes as presented.

4. Receive and File February 2024 Police Department Activity Report

RESOLVED: To receive and file the February 2024 Police Department Activity Report.

7. Approval of Agenda

1. **Motion to:** approve the March 11, 2024 Village Council agenda.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Teresa L Rutt, President Pro Tem
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

8. Public Hearings**9. Agenda Items for Consideration**

A. Financial Matters

1. Financial Statements - February 2024

RESULT:	ADOPTED [6 TO 1]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Teresa L Rutt, President Pro Tem
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, VanPortfliet
NAYS:	Nancy Moshier

RESOLVED: To receive and file the financial reports for February 2024.

2. Invoice Approval - March 11, 2024

RESULT:	ADOPTED [5 TO 2]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Stan Ford, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, VanPortfliet
NAYS:	Michael Lamb, Nancy Moshier

RESOLVED: To approve March 11, 2024, bills in the amount of \$455,534.44 of which \$379,437.26 are DDA Bills for a net total of \$76,097.18 are approved for payment; and to receive and file the DDA bills.

B. Other Items

1. Introduction of Amendment to Village Code Section 130.001 - Garage Sale Permit Fees

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Lamb, Council Member
SECONDER:	Jerry Narsh, President
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

RESOLVED: To introduce and give first reading to Ordinance No. 6.24, which amends Village Code Section 130.001 SALES ON RESIDENTIAL PROPERTY; GARAGE SALES; to request that the Clerk/Treasurer publish the required notice of the same; and to schedule the proposed ordinance for second reading and consideration for adoption at Village Council's March 25, 2024, regular meeting.

2. Police Dispatch Services Agreement Renewal

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Carl Cyrowski, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

RESOLVED: To approve the 2024-2027 Police Dispatch Service Agreement between County of Oakland and Village of Lake Orion effective April 1, 2024, through March 31, 2027, and authorize the Village Manager to sign the agreement on behalf of the Village subject to approval by the Village Attorney.

3. Appointments to DDA Executive Director

RESULT:	APPROVED AS AMENDED [5 TO 2]
MOVER:	Carl Cyrowski, Council Member
SECONDER:	Teresa L Rutt, President Pro Tem
AYES:	Narsh, Rutt, Cyrowski, Ford, VanPortfliet
NAYS:	Michael Lamb, Nancy Moshier

RESOLVED: To approve the employment and fixing of compensation of Matthew Gibb as Executive Director for the Lake Orion Downtown Development Authority pursuant to Section 205 of the Michigan Recodified Tax Increment Financing Act, Public Act 57 of 2018, effective March 12, 2024, in accordance with the letter of offer of employment dated February 28, 2024; and to authorize the Village Manager to execute the offer of employment on behalf of the Village as revised by the Village Attorney.

Appointments to Assistant Executive Director Positions

RESULT:	APPROVED AS AMENDED [5 TO 2]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Kenneth VanPortfliet, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, VanPortfliet
NAYS:	Michael Lamb, Nancy Moshier

RESOLVED: To approve the employment and fixing of compensation of Janet Bloom as Assistant Executive Director for the Lake Orion Downtown Development Authority pursuant to Section 205 of the Michigan Recodified Tax Increment Financing Act, Public Act 57 of 2018, effective March 12, 2024, in accordance with the letter of offer of employment dated February 28, 2024; and to authorize the Village Manager to execute the offer of employment on behalf of the Village as revised by the Village Attorney.

4. Green's Park Schedule and Fees and Boat Dock Fees

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Carl Cyrowski, Council Member
SECONDER:	Michael Lamb, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

RESOLUTION NO. 2024-013**A RESOLUTION TO ESTABLISH GREEN'S PARK SCHEDULE AND FEES AND BOAT DOCK FEES FOR THE 2024-25 SEASON.**

RESOLVED: That Green's Park schedule and fees for the 2024-25 Season are established as follows:

SCHEDULE:**Pre-Season - No Pass Required**

October to Thursday before Memorial Day: Dawn to Dusk

NOTE: No Attendant, No Lifeguard on Duty, No Swimming, Beach Closed, Buildings Closed (**no restroom facilities**)

Summer Season - Pass Required

Day Pass: \$2.00 per Person

Seasonal Pass: \$25.00 Family (*members living in same household*)

Friday before Memorial Day to Sunday after Labor Day: Dawn to Dusk

Weather permitting swim at your own risk - (**Lifeguard on Duty at times below**).

Building restroom facilities open; surveillance video camera and site monitored by Police.

Persons wishing to fish must do so at least 100 feet away from the beach and swimming area. Fishing is not allowed on the dock.

NOTE: Attendant/Lifeguard on Duty

School Days	3:00 p.m. - 7:00 p.m.
All Other Days	
Monday - Thursday	11:00 a.m. - 7:00 p.m.
Friday/Saturday/Sunday	11:00 a.m. - 8:00 p.m.

Attachment: 2024.03.11 minutes draft (6670 : 2024-03-11 VC Regular Mtg Minutes - Draft)

Post-Season - No Pass Required

October to May: Dawn to Dusk

NOTE: No Attendant, No Lifeguard on Duty, No Swimming, Beach Closed, Buildings Closed

(No restroom facilities)

Group Use Reservation Fees (11 or more persons): (includes lifeguard)

Monday through Friday: Half Day \$100.00

Full Day \$175.00

Saturday/Sunday Available 11 am -8 pm

Half Day \$175.00

Full Day \$200.00

Event Daily no charge: \$500 fee per day

Fitness Group: \$50.00/month - requires hold-harmless agreement and insurance certificate with village named as additional insured.

Pelton's Point and Green's Park Boat Dock Passes: \$75.00/season (April 1 - October 31; includes seasonal family pass to Green's Park)

Day & Seasonal Passes, Group Reservations Permits, Park Rules & Regulations may be obtained at the Lake Orion Village Offices Monday through Thursday from 7:00 AM to 4:30 PM.

PARK AND BOAT DOCK PASSES WILL NOT BE REISSUED IF LOST

5. Schedule FY 2024-25 Goal Setting Work Session

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Stan Ford, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

RESOLVED: To schedule a work session of the Village Council for March 25, 2024, at 6:30 PM, to discuss and formulate the Village Council's FY 2024-25 goals and objectives.

6. Village Manager Annual Performance Evaluation

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Michael Lamb, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

RESOLVED: To schedule the annual performance evaluations for the Village Manager and Village Clerk/Treasurer for the following date March 25, 2024 at the regular council meeting.

10. Call to the Public

Let the record show there was no public comment.

11. Council Comments

Council Member Lamb stated that he didn't have any comments this evening.

Council Member Ford stated he is appreciative of the behind the scenes work that is completed for each meeting and he is looking forward to working with the newly appointed DDA staff members.

Pro Tem Rutt stated with the nicer weather that residents should be mindful of cyclist and children that are out and about enjoying the weather.

Council Member VanPortfliet stated that he is glad that the Village updated Children's Park as of recent; he also thanked Lisa McClain's office for all their hard work in their office. He also congratulated Bloom and Gibb on their newly appointed positions.

Council Member Moshier stated with the weather getting better she is excited to walk within the community.

Council Member Cyrowski stated he is looking forward to working with Mr. Gibb, whom he has worked with in the past, and with Janet Bloom. He is also looking forward to the Lumberyard project and their upcoming plans.

President Narsh thanked Congress member Lisa McClain's office and her help from her office to our community. He is also looking forward to working with Bloom.

12. Village Manager Comments

Village Manager McClary went over the following updates:

- FEMA flood insurance study.
- Oakland-Macomb interceptor drain odor and corrosion control project; the Village has

received a notice of a public hearing.

- FY 2024-25 Budget Preparation update will be given at the April 8th meeting.
- Sanitary Sewer Pump Stations Improvement Project Update which includes changes to the various phases to maximize the benefit of grant funding in upcoming years.
- 2024 Congressional Community projects grant update includes being awarded the \$1,750,000 which has been approved for the FY 2024.
- Sanitary Sewer Pump Stations Improvement Project Bonding update that includes a recommendation to Council to issued bonds on the Village's own rather than utilizing the county's bonding process.
- Deputy Clerk/Treasurer recruitment update; a proposed employment agreement has been offered and the administration is awaiting acceptance. Once accepted the employment agreement will be at the March 25 meeting.

13. Closed Session Items

1. Personnel Matter - Section 8(1)(A) of Michigan Open Meetings Act - MCL 15.268(1)(A)

RESULT:	ADOPTED [6 TO 1]
MOVER:	Kenneth VanPortfliet, Council Member
SECONDER:	Carl Cyrowski, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Moshier, VanPortfliet
NAYS:	Michael Lamb

RESOLVED: To convene into closed session in accordance with Section 8(1)(a) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, for the purpose of considering a personnel matter.

Went into closed session 8:35 PM.

2. **Motion to:** reconvene to Open Session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Nancy Moshier, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

14. Reconvene to Open Session at 10:05 PM.

15. Business From Closed Session

1. **Motion to:** accept the request from Todd Stanfield to resume Lieutenant duties.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Nancy Moshier, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

2. **Motion to:** authorize contract with Thomas Lindberg as Interim Police Chief.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Teresa L Rutt, President Pro Tem
SECONDER:	Nancy Moshier, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

16. Adjournment

Motion to: adjourn the Monday, March 11, 2024 regular meeting of the Village Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Lamb, Council Member
SECONDER:	Kenneth VanPortfliet, Council Member
AYES:	Narsh, Rutt, Cyrowski, Ford, Lamb, Moshier, VanPortfliet

The Monday, March 11, 2024, regular meeting of the Lake Orion Village Council adjourned at 10:08 PM.

Jerry Narsh
President

Sonja Stout
Village Clerk

Cherie Hedrick
Recording Secretary

Date Approved: as presented March 25, 2024.



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: DDA Board Special Meeting Minutes - February 13, 2024

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, February 13, 2024.

ATTACHMENTS:

2024.02.13 minutes final



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

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

Tuesday, February 13, 2024

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, February 13, 2024 Special 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 Chairperson Debbie Burgess at 6:30 PM.

II. Roll Call and Determination of Quorum

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

STAFF PRESENT:

- Janet Bloom, Interim DDA Director
- Sonja Stout, Treasurer/Clerk

III. Statement by Chairperson or Vice-Chairperson Purpose of Meeting

Attachment: 2024.02.13 minutes final (6665 : 2024-02-13 Approval of DDA Minutes)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes
Special Meeting, Tuesday, February 13, 2024
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The purpose of the meeting is to review the DDA Budget for fiscal year 2024-2025, based upon board feedback, and do a budget amendment for Brand Marketing.

IV. Public Comment

Let the record show no public comment.

V. Items for Consideration

Interim DDA Director Janet Bloom was asked to leave the room at 6:33 pm.

1. Budget - 2024-2025

The board discussed various changes to the upcoming budget 24-25 which would include the addition of a new position, Full-time Assistant Executive Director. The DDA will also be eliminating the current part time Event Coordinator position. This new Full-time position would be in responsible for the DDA marketing, event coordination and grant writing amongst various other current duties. The following changes will be made for the upcoming year 24-25 to accommodate the staffing changes for the Assistant Executive Director.

Reduce GL 248-728-888-000 Brand Marketing by \$35,000.

Reduce GL 248-260-706-000 Wages Event Coordinator by \$36,000.

Increase \$71,000 to Wages-Event Coordinator. The current GL 248-260-706-000 will be renamed to Wages-Assistant Executive Director.

There also will be changes made to the upcoming budget 24-25 to allow for the DDA Director position to have a competitive wage for the new upcoming DDA Director.

Decrease GL 248-260-801-000 Contract services - General (interns) by \$5,000.

Decrease GL 248-728-888-001 Contract services brand marketing by \$10,000.

Increase GL 248-260-701-000 Wages by \$15,000. The current GL 248-260-706-000 will be renamed Wages-Executive Director.

Interim DDA Director, Janet Bloom entered the room at 6:52 pm.

NO MOTION: DDA Board review of DDA budget based upon board feedback for fy 2024-2025 from January 30, 2024, DDA budget meeting.

Attachment: 2024.02.13 minutes final (6665 : 2024-02-13 Approval of DDA Minutes)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Special Meeting, Tuesday, February 13, 2024

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2. Budget Amendment -Brand Marketing

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Coe, Medina
EXCUSED:	Chris Barnett, Alaina Campbell, Jerry Narsh

RESOLVED: To increase 248-728-888-000 Brand Marketing by \$3,100.00 and; to reduce 248-729-880-015 Winter Activities account by \$3,100.00.

VI. Adjournment

Motion to: adjourn the Tuesday February 13, 2024 Downtown Development Authority board Special meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matt Shell, Treasurer
SECONDER:	Henry Lorant, Secretary
AYES:	Burgess, Caruso, Shell, Lorant, Coe, Medina
EXCUSED:	Chris Barnett, Alaina Campbell, Jerry Narsh

The Tuesday February 13, 2024 Downtown Development Authority Board Special meeting adjourned at 6:56 pm.

Debbie Burgess
Chairperson

Sonja Stout
Village Clerk

Date Approved: as presented March 19, 2024



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: DDA Board Regular Meeting Minutes -February 15, 2024

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular meeting minutes of Thursday, February 15, 2024.

ATTACHMENT 2024-02-15 Approval of Minutes

ATTACHMENTS:

2024.02.15 minutes final



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

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

Thursday, February 15, 2024

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 Thursday, February 15, 2024 Special 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	Board Member	Present	
Henry Lorant	Village of Lake Orion	Secretary	Present	
Chris Barnett	Village of Lake Orion	Board Member	Excused	
Alaina Campbell	Village of Lake Orion	Board Member	Excused	
Lloyd Coe	Village of Lake Orion	Board Member	Present	
Sally Medina	Village of Lake Orion	Board Member	Excused	
Jerry Narsh	Village of Lake Orion	President	Present	

III. Statement by Chairperson or Vice-Chairperson Purpose of Meeting

The purpose of the meeting is to discuss the Lake Orion DDA recommended staff plan for the remainder of fy 2023-2024 and for the upcoming fiscal year 2024-2025.

Attachment: 2024.02.15 minutes final (6666 : 2024-02-15 Approval of DDA Minutes)

IV. Public Comment

Let the record show no public comment.

V. Items for Consideration

1. DDA Staffing Plan

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

RESOLVED: to approve the DDA staffing plan, for the remainder of fy 2023-2024, and for fy 2024-2025, as presented.

2. DDA Staffing Plan Budget

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

RESOLVED: to approve the DDA staffing plan budget, for the remainder of fy 2023-2024, and for fy 2024-2025, as presented.

VI. Adjournment

Motion to: adjourn the Thursday, February 15th, 2023 Special meeting of the Lake Orion Downtown Development Authority Board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Henry Lorant, Secretary
SECONDER:	Jerry Narsh, President
AYES:	Caruso, Shell, Lorant, Coe, Narsh
EXCUSED:	Debbie Burgess, Chris Barnett, Alaina Campbell, Sally Medina

The Thursday February 15, 2023 Special meeting of the Lake Orion Downtown Development Authority Board adjourned at 6:47 PM.

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Special Meeting, Thursday, February 15, 2024

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Sam Caruso
Vice Chairperson

Sonja Stout
Village Clerk

Date Approved: as presented March 19, 2024.

Attachment: 2024.02.15 minutes final (6666 : 2024-02-15 Approval of DDA Minutes)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: DDA Board Regular Meeting Minutes -February 20, 2024

RECOMMENDED MOTION: To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, February 20, 2024.

ATTACHMENTS:

2024.02.20 minutes final



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, February 20, 2024

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, February 20, 2024 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	Excused	
Alaina Campbell	Village of Lake Orion	Board Member	Present	
Lloyd Coe	Village of Lake Orion	Board Member	Present	
Sally Medina	Village of Lake Orion	Board Member	Present	
Jerry Narsh	Village of Lake Orion	President	Present	

STAFF PRESENT:

- Janet Bloom, Interim DDA Director
- Sonja Stout, Treasurer/Clerk

III. Approval of Minutes

Attachment: 2024.02.20 minutes final (6667 : 2024-02-20 Approval of DDA Minutes)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, February 20, 2024

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1. DDA Board Regular Meeting Minutes - January 16, 2024

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

RESOLVED: To approve the Downtown Development Authority Board Regular meeting minutes of Tuesday, January 16, 2024.

2. DDA Board Special Meeting Minutes - January 23, 2024

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

RESOLVED: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, January 23, 2024.

3. DDA Board Special Meeting Minutes - January 30, 2024

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

RESOLVED: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, January 30, 2024.

4. DDA Board Special Meeting Minutes - February 6, 2024

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

RESOLVED: To approve the Downtown Development Authority Board Special meeting minutes of Tuesday, February 6, 2024.

Attachment: 2024.02.20 minutes final (6667 : 2024-02-20 Approval of DDA Minutes)

IV. Call to the Public

Let the record show no public comments received.

V. Consent Agenda

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

Consent Agenda

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

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

1. Director's Report

RESOLVED: To receive and file the DDA Executive Director's Report for February 2024.

2. Financial Reports

RESOLVED: To receive and file the financial reports for January 2024.

VI. Approval of Agenda

Motion to: approve the February 20, 2024 Downtown Development Board agenda.

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

VII. Financial Matters

1. Bill Approval

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

RESOLVED: To approve disbursements in the amount of \$23,192.41 for January 2024.

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, February 20, 2024

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2. Budget - 2024-2025

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

RESOLVED: To approve the fy 2024-2025 DDA Budget, as presented, and forward to the Village of Lake Orion Council for review and approval.

VIII. New and Old Business

1. Budget Amendment -Brand Marketing

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

RESOLVED: To increase 248-728-888-000 Brand Marketing by \$7,500 and;

To reduce 248-000-539-000 State Grants account by \$7,500.

2. DDA Staffing

Vice Chairperson Caruso read the staffing changes for the DDA which did include the following:

At a special meeting of the DDA on February 15, 2023, the DDA Board resolved to restructure its staffing and contract services. The approved restructuring includes the following changes:

1. Discontinue use of an outside marketing company (annual cost saved: \$35,000)
2. Eliminate the part-time Event Coordinator position (annual cost saved: \$36,000)
3. Create a new position of "Assistant Executive Director"
4. Increase the compensation for the Executive Director position.

Attachment: 2024.02.20 minutes final (6667 : 2024-02-20 Approval of DDA Minutes)

Village of Lake Orion Downtown Development Authority Board of Directors Minutes

Regular Meeting, Tuesday, February 20, 2024

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

RESOLVED: Hire Matt Gibb as the Lake Orion DDA Executive Director, with compensation package of \$80,000.

Motion to: Hire Janet Bloom as the Lake Orion DDA Assistant Executive Director, with a compensation package of \$71,000.

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

RESOLVED: Hire Janet Bloom as the Lake Orion DDA Assistant Executive Director, with a compensation package of \$71,000.

Motion to: To present the candidates and compensation packages to the Lake Orion Village Council on March 11, 2024 for review.

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

RESOLVED: To present the candidate and compensation package to the Lake Orion Village Council on March 11, 2024 for review.

IX. Reports

A. Executive Director

1. Verbal Director Report

Interim DDA Director Janet Bloom spoke on the following items:

- DDA passed their MSOC evaluation
- DDA received an award from Michigan Downtown Association (MDA)
- April 26 is the deadline for awards for the Oakland County Mainstreet America; actual event is June 26th, 2024; morning meeting is March 19, 2024

- Development training strategy for redevelopment ready community program will be scheduled in spring
- Went over previous meeting notes for the month of January 2024
- Hazmat group contact for lumberyard is currently on vacation
- New business Keller Williams is moving in to former Nuts about chocolate location
- Broadway Embroidery moved next to Green Hippo
- Ice Fest and its weather challenges

B. Village Manager

X. Call to the Public

Let the record show no public comments were received.

XI. Board Comments

Board member Medina stated she enjoyed joining the MSOC event this year.

Board member Lorant stated he is excited for all the upcoming building going on in the Village of Lake Orion and how great the Village has gotten rid of the blight in the community.

Board member Campbell thanked the interview committee for coming up with a great solution. She stated she is excited for the new DDA staff and believes their skillset will help tackle the upcoming projects. She also thanked Arizona and stated she has done a great job and will be giving out a recommendation for her in the future if needed.

Board member Narsh thanked the interview committee. He stated that Lake Orion has an incredible downtown and the importance of having exceptional people to help assist in the development of the downtown area. The community is rising and the value is growing in the Village.

Board member Coe congratulated Matt and Janet and thanked all the applicants that had applied.

Vice Chairperson Caruso stated he enjoyed the interview process. He found the MSOC process exciting and solidified the great things the DDA has accomplished in the past year.

XII. Next Regular Meeting - March 19, 2024

XIII. Adjournment

Village of Lake Orion Downtown Development Authority Board of Directors Minutes
Regular Meeting, Tuesday, February 20, 2024
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Motion to: adjourn the Tuesday, February 20, 2024 regular Downtown Development Authority meeting.

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

The Tuesday, February 20, 2024 regular meeting of the Downtown Development Authority adjourned at 7:22 pm.

Sam Caruso
Vice Chairperson

Sonja Stout
Village Clerk

Date Approved: as presented March 19, 2024.

Attachment: 2024.02.20 minutes final (6667 : 2024-02-20 Approval of DDA Minutes)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Director's Report

Attached: Director's Report

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

ATTACHMENTS:

ED Report_March19

MEMORANDUM

Matthew Gibb – Executive Director

March 19, 2024



The following is a general overview of insights and direction based upon a first working week as the newly appointed and confirmed Executive Director.

1. STATUS OF OFFICE/STAFFING

- a. The Event Coordinator position has been eliminated, and the employee holding the position has signed a general letter of termination and release. A letter of recommendation was drafted and signed supporting the employee's effort in finding a new position, and an exit interview conducted wherein transfer of DDA property and ongoing communication was discussed.
- b. The Assistant ED has secured a sponsored storage unit within the District and coordinated the moving of multiple tubs/boxes, as well as, shelving and other items to open space in the office for reconfiguration.

2. AGENDA/PACKET

- a. The traditional packet provided to the Board is due for updating both in how it's prepared, the staff directed for certain aspects of its content, and the ease of transparency to the public. A re-organized approach will be implemented for the next regular meeting.
 - i. The new Agenda will reflect two executive level reports; supporting the staffing design in the hiring of the Executive and Assistant Executive position. i.e. there will be reporting as to overall status and direction of the DDA, including the lumberyard and other projects, from the Executive, and the Assistant will report on event and marketing process and promotion. The balance of matters will be handled jointly.
 - ii. All business matters will have information accompanying the action that sets for the item at hand, the reason for both the need and recommendation, and the budgetary impact, if any.

3. INITIAL REVIEW

The first week has been spent absorbing the work flow, listening to staff/board/owners, attending general coordination meetings, dialogue with public critics, and diving into the historical information in the shared drive. Some initial thoughts and recommendations;

- a. Who's Who. To support and enhance the owners/public understanding of the new structure and which of the director positions is handling what, there will be

communication, possible even before the sharing of this report, on some simple yet important items:

- i. Email. We are changing email configuration to use: last name@downtownlakeorion.org.
 - ii. Announcement. We are putting out a new contact sheet, updating the web site, and within that announcement/contact information will be a narrative of the three positions on staff.
 - iii. Walking Tours. A series of walking tours to introduce the new structure and MOST IMPORTANTLY open a constructive dialogue with owners and their managers to better facilitate issue spotting, growth needs, barriers, sponsor concepts, and how to be a complete pro-active one stop environment.
 - iv. “LO-Down in the Downtown”. Concurrently with the introductory walking tours, there needs to be a regular pattern of facilitated, open, meeting event(s) with owners, creators and other assets in the District. Growth engines can only succeed where they know what we know and we are not reacting to their challenge but building off a regular course of informed content.
 - v. “Power Hour”. A more socialized version of the information sharing pulled in the above exercise.
- b. Issue and Process Development. I can see, although have not yet fully learned, that there are varying ideas and concepts of the direction, status, future of the DDA. As such, the new structure, and hiring, is the perfect time to draw out those concepts and differing collaborative ideas through facilitated learning sessions. I am hoping the Board would schedule a special work session(s) where I would set the topics, and all Board members would come ready to engage in a reflective dialogue.
- i. Board “Cant’s and Wont’s”. Until we better learn the pinch points and ‘cant’ and ‘wont’ options, the substantive work on projects like the lumber yard, and a stronger promotions approach, cannot happen. To make this work, from the beginning, we need some time with you in a facilitated, group, discussion.
- c. Lumber Yard. Initial thoughts.
- i. The concept plan included in the last Board packet doesn’t optimize the site and can quickly be enhanced. Action- Build a renewed concept plan.
 - ii. The site must have a collaborative approach to use the MDOT spillway properties to enhance and maximize walkability and integration to the downtown, otherwise it’s a destination commercial property and real loss for the community. Action – Pursue MDOT

- iii. We need an immediate approach to identifying what should be preserved, and what can go. Action - WALK THROUGH AND SALE. An open house and walk through, where we sell board foot of distressed lumber in lots, sell the remaining nails/screws, etc., and clean out the place is somewhat urgent. And CONCEPTS IN DEVELOPMENT. I will be preparing an outline of varied approaches to how investment and design concept is attracted to a site where there is no immediate anchor or use/tenant waiting under letter of intent or option.
 - d. INFLECTION POINT. The first week has been spent in significant learning and thought on the inflection point the DDA is now facing. Many things are churning that will build a plan for how this organization prepares, responds and answers what is happening;
 - i. Moceris is fencing in the site for pre-development, but we won't see occupants for more than two years. And what does \$6000 a month unit rent mean for our owners and those that lease.
 - ii. Several retail business are moving, some out, including the bike shop, Nuts, and partners.
 - iii. Owners are pushing sq ft rents above \$25
4. ACTION STEPS
- a. Schedule a series of facilitated learning meetings with the Board, Owners, and local leadership, to capture point of view and goals, against realities of sustainability and growth.
 - b. Host two events with the DDA owners/tenants/managers
 - i. Welcome the New Team
 - ii. Lets Get Down to Business
 - c. Gather insight from committee chairs, or assigned guests, on where each stands, where it works, and doesn't.
 - d. Deep dive into the overall plan for the lumber yard, with purposefully invited voices, to better understand where it is, how it got there, and most importantly, the attack program on getting it done.

Respectfully Submitted,

Mathew Gibb

gibb@downtownlakeorion.org

(248) 464-0307



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Invoice Approval - March 25, 2024

ITEM: Approval of Invoices for March 25, 2024

RECOMMENDED MOTION: To approve March 25, 2024, bills in the amount of \$93,067.52 of which \$9417.68 are DDA Bills for a net total of \$83,649.84 are approved for payment; and to receive and file the DDA bills.

ATTACHMENTS:

check reg march 26, 2024

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 101 GENERAL FUND					
Dept 000 REVENUE					
101-000-279-000	RETIREE HEALTHCARE-RETIREE PORTI	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 4-1-2024-4-30-2024	978.48	
101-000-279-000	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-APRIL 2024	442.94	
101-000-281-000	CONSTELLATION BAY	MCKENNA ASSOCIATES, INC.	SERVICES FEB 1 - FEB 29	1,500.00	
101-000-281-000	141 ELIZABETH ST	NOWAK & FRAUS ENGINEERS	M818 ELIZABETH STREET APTS	1,887.50	
101-000-281-000	CONSTRUCTION	NOWAK & FRAUS ENGINEERS	N035 MYSTIC COVE THRU FEB 25, 2024	1,393.75	
101-000-281-000	1ST AS BUILT REVIEW	NOWAK & FRAUS ENGINEERS	M775 BLANCH SIMS ELEMENTARY THRU FEB 25	187.50	
101-000-607-000	REFUND ROW PERMIT APPLICATION	MATTHEW CRAIG	REFUND ROW PERMIT APPLICATION	50.00	
Total For Dept 000 REVENUE				6,440.17	
Dept 228 Information Technology					
101-228-801-000	MICROSOFT 365 AGREEMENT	VC3, INC.	MICROSOFT 365 AGREEMENT MONTHLY PAYMENT	226.10	
101-228-801-000	MONTHLY BILLING FOR CLOUD PROT	VC3, INC.	MONTHLY BILLING CLOUD PROT MARCH	92.00	
101-228-801-000	MONTHLY BILLING FOR MARCH	VC3, INC.	MONTHLY BILLING	1,654.50	
Total For Dept 228 Information Technology				1,972.60	
Dept 260 GENERAL ACTIVITIES					
101-260-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 4-1-2024-4-30-2024	856.19	
101-260-722-000	PAYROLL AUDIT	MMI WORKERS' COMP FUND	PAYROLL AUDIT 7/1/22-7/1/23	539.00	
101-260-727-000	FOLDER, HANGING LTR GREEN	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	24.14	
101-260-801-000	LYNSEY BLOUGH	BEAUMONT URGENT CARE BY WE	PREEMPLOYMENT PHYSICAL	135.00	
101-260-920-000	20 E SHADBOLT ACCT # 1030 1598 9	CONSUMERS ENERGY	FEBRUARY BILL	938.73	
101-260-930-000	MATS FOR VILLAGE OFFICE MARCH 18	DarWel ENTERPRISES LLC	MONTHLY MAT RENTAL VILLAGE OFFICES	195.97	
101-260-930-000	3.11.2024 VILLAGE WINDOW CLEAN	ECHTINAW, WAYNE S.	VILLAGE WINDOW CLEANING	100.00	
Total For Dept 260 GENERAL ACTIVITIES				2,789.03	
Dept 721 PLANNING AND ZONING					
101-721-801-000	PROJECT 24-004 LAKE ORION STRATE	MCKENNA ASSOCIATES, INC.	PROJECT 24-004 LAKE ORION STRATEGIC PL	1,200.00	
101-721-829-000	PROFESSIONAL ON SITE OFFICE HOUR	MCKENNA ASSOCIATES, INC.	SERVICES FEB 1 - FEB 29	4,095.00	
101-721-840-000	MONTHLY RETAINER	MCKENNA ASSOCIATES, INC.	SERVICES FEB 1 - FEB 29	1,300.00	
Total For Dept 721 PLANNING AND ZONING				6,595.00	
Dept 751 PARKS AND RECREATION					
101-751-726-000	GREEN PARK PASSES	M & B GRAPHICS	GREENS PARK PASSES	51.00	
Total For Dept 751 PARKS AND RECREATION				51.00	
Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGINEER					
101-880-801-000	BACKGROUND CHECK FOR L. BLOUGH	HR MANAGEMENT GROUP	BACKGROUND CHECK FOR L. BLOUGH	147.45	
101-880-806-000	N983 PARK PARCEL	NOWAK & FRAUS ENGINEERS	N983 PARK PARCEL-LAPEER-ELIZABETH	1,500.00	
101-880-806-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 20	622.50	
101-880-806-000	M629 GENERAL ENGINEERING	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THRU	181.25	
Total For Dept 880 CONTRACT SERV - LEAGAL/ACCTING/ENGI				2,451.20	
Total For Fund 101 GENERAL FUND				20,299.00	
Fund 202 MAJOR STREET FUND					
Dept 260 GENERAL ACTIVITIES					
202-260-801-000	N885 ENGINEERING DESIGN 20%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 20	1,245.00	
Total For Dept 260 GENERAL ACTIVITIES				1,245.00	
Dept 474 TRAFFIC SERVICES					
202-474-726-000	COLD PATCH	CADILLAC ASPHALT, LLC	COLD PATCH	163.35	
202-474-726-000	COLD PATCH	CADILLAC ASPHALT, LLC	COLD PATCH	193.05	
Total For Dept 474 TRAFFIC SERVICES				356.40	

Attachment: check reg march 26, 2024 (6669 : Invoice Approval - March 25, 2024)

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
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Fund 202 MAJOR STREET FUND					
Total For Fund 202 MAJOR STREET FUND				1,601.40	
Fund 203 LOCAL STREET FUND					
Dept 260 GENERAL ACTIVITIES					
203-260-801-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 2024	622.50	
Total For Dept 260 GENERAL ACTIVITIES				622.50	
Dept 474 TRAFFIC SERVICES					
203-474-726-000	STREET SIGNS	ECONO SIGNS	STREET SIGNS	162.55	
Total For Dept 474 TRAFFIC SERVICES				162.55	
Total For Fund 203 LOCAL STREET FUND				785.05	
Fund 207 POLICE FUND					
Dept 301 POLICE/SHERIFF/CONSTABLE					
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 4-1-2024-4-30-2024	856.19	
207-301-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	ROSSMAN RETIREE HEALTHCARE-APRIL 2024	1,328.82	
207-301-865-000	POLICE	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE FEBRUARY	284.48	
207-301-932-000	FULL STRENGTH ANTIFREEZE COOLANT	AutoZone	ANTIFREEZE/COOLANT	13.29	
207-301-932-000	TIRES/LABOR AND PARTS	BELLE TIRE DISTRIBUTORS	2019 FORD TRUCK POLICE INTRCPTR	224.99	
Total For Dept 301 POLICE/SHERIFF/CONSTABLE				2,707.77	
Total For Fund 207 POLICE FUND				2,707.77	
Fund 225 DEPT OF PUBLIC WORKS FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
225-441-716-001	RETIREE HEALTHCARE	BLUE CROSS BLUE SHIELD OF	RETIREE COVERAGE 4-1-2024-4-30-2024	3,180.14	
225-441-740-000	2/9/24; PB BLASTER	O'REILLY AUTOMOTIVE, INC.	FEBRUARY CREDIT CARD	66.44	
225-441-741-000	SUPPLIES FOR LIGHT POLES	J & T ELECTRICAL SUPPLY	SUPPLIES FOR LIGHT POLES	69.88	
225-441-821-000	UNIFORM CLEANING 03/13/24	UniFIRST	WEEKLY DPW UNIFORM CLEANING	97.22	
225-441-821-000	UNIFORM CLEANING 03/06/24	UniFIRST	WEEKLY DPW UNIFORM CLEANING	97.22	
225-441-865-000	FUEL CARD FEE	7-ELEVEN MASTERCARD	FUEL PURCHASES	5.25	
225-441-865-000	DPW	ROAD COMMISSON FOR OAKLANI	FUEL FOR DPW & POLICE FEBRUARY	1,440.02	
225-441-865-000	SIDEWALK MACHINE	WEINGARTZ	HYDRAULIC OIL CHANGE AND MAINTENANCE	246.96	
225-441-920-000	333 CASS ST ACT # 1030 1701 1356	CONSUMERS ENERGY	FEBRUARY BILL	789.32	
225-441-931-000	2/6/24; WOOD CHIPPER BATTERY	O'REILLY AUTOMOTIVE, INC.	FEBRUARY CREDIT CARD	90.72	
225-441-931-000	TIRES	TIRE WAREHOUSE, INC	MOUNT 4 SMALL TRACTOR WHEELS	64.56	
225-441-931-000	REPAIR PARTS	VERMEER OF MICHIGAN, INC.	REPAIR PARTS FOR WOOD CHIPPER	265.52	
225-441-932-000	REPAIR FOR BACKHOE	AIS CONSTRUCTION EQUIP.	EMERGENCY REPAIR FOR BACKHOE	2,910.40	
225-441-932-000	2/28/24; OIL CHANGES FOR VEHICLE	O'REILLY AUTOMOTIVE, INC.	FEBRUARY CREDIT CARD	226.83	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				9,550.48	
Dept 443 PHASE II STORMWATER					
225-443-801-000	N885 ENGINEERING DESIGN 10%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 2024	622.50	
225-443-801-000	MS4 PERMIT RENEWAL	NOWAK & FRAUS ENGINEERS	M671 MS4 PERMIT ASSISTANCE THRU FEB 25, 2024	300.00	
Total For Dept 443 PHASE II STORMWATER				922.50	
Total For Fund 225 DEPT OF PUBLIC WORKS FUND				10,472.98	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-810-000	MATTHEW GIBB	BEAUMONT URGENT CARE BY WE	PREEMPLOYMENT PHYSICAL	135.00	
248-260-810-000	LEGAL FEES	DAVIS LISTMAN PLLC	LEGAL FEES	745.75	
248-260-823-000	SNAP RETAIL	COMERICA BANK	DDA MONTHLY RECONCILLIATION	347.54	
248-260-829-000	DDA DUMPSTER 3.5 HR PRINCIPAL	NOWAK & FRAUS ENGINEERS	M629 GENERAL ENGINEERNIG SERVICES THRU	52	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
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Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND					
Dept 260 GENERAL ACTIVITIES					
248-260-851-000	118 N BROADWAY	COMCAST	118 N BROADWAY MAR 7-APRIL 7, 2024	205.39	
248-260-851-000	PHONE	MISWITCH COMMUNICATIONS	MONTHLY PHONE	90.07	
248-260-920-000	118 N BROADWAY ACCT# 1000 6299 5	CONSUMERS ENERGY	FEBRUARY BILL	214.78	
248-260-921-000	380 S BROADWAY ACCT 910040951824	DTE ENERGY	DTE BILLS FEB	910.98	
248-260-930-002	MATS	DARWEL ENTERPRISES LLC	MONTHLY MAT REPLACEMENT	35.83	
248-260-942-000	AMAZON	COMERICA BANK	DDA MONTHLY RECONCILLIATION	14.52	
248-260-942-000	GIBB - BUSINESS CARDS	GRAPHIC TAKEOVER LLC	BUSINESS CARDS	40.00	
Total For Dept 260 GENERAL ACTIVITIES				3,258.86	
Dept 725 ORGANIZATION					
248-725-827-000	MEIJER	COMERICA BANK	DDA MONTHLY RECONCILLIATION	99.93	
Total For Dept 725 ORGANIZATION				99.93	
Dept 728 ECONOMIC DEVELOPMENT					
248-728-888-000	ADVERTISING	VIEW NEWSPAPER GROUP	MONTHY ADVERTISING	828.00	
248-728-888-001	CONTRACTED BRANDING/MARKETING	HUDSON COLLECTIVE	MONTHLY MARKETING/BRANDING SVC	2,245.00	
Total For Dept 728 ECONOMIC DEVELOPMENT				3,073.00	
Dept 729 PROMOTION					
248-729-880-005	WINTER ICEFEST SPONSOR BANNERS	EPRINT SOLUTION LLC	BANNERS	140.00	
248-729-880-013	CANVA	COMERICA BANK	DDA MONTHLY RECONCILLIATION	205.00	
248-729-880-015	AMAZON	COMERICA BANK	DDA MONTHLY RECONCILLIATION	127.39	
248-729-880-100	TROLLEY A-FRAM BANNER	EPRINT SOLUTION LLC	BANNERS	13.50	
Total For Dept 729 PROMOTION				485.89	
Dept 730 CAPITAL PROJECTS					
248-730-975-003	NOV 1, 2023 - OCT 31, 2024	LAKE ORION COMMUNITY SCHO	SHARED PARKING LEASE	2,500.00	
Total For Dept 730 CAPITAL PROJECTS				2,500.00	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND				9,417.68	
Fund 592 WATER AND SEWER FUND					
Dept 548 SEWER ACTIVITIES					
592-548-726-000	SILT AWAY	CHEMSEARCH	SEWER CLEANER	289.51	
592-548-801-000	02/01/2024-02/29/2024	GREAT LAKES WATER AUTHORI	INDUSTRIAL WASTE CONTROL BILL	2,467.92	
592-548-801-000	N885 ENGINEERING DESIGN 25%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 20	1,556.25	
592-548-801-000	N434 SANITARY SEWER PUMP STATION	NOWAK & FRAUS ENGINEERS	N434 SANITARY SEWER PUMP STATION IMPROV	587.50	
592-548-831-000	FEBRUARY	OAKLAND COUNTY DRAIN COMM	SEWAGE DISPOSAL -JANUARY	41,048.21	
Total For Dept 548 SEWER ACTIVITIES				45,949.39	
Dept 556 WATER ACTIVITIES					
592-556-801-000	N885 ENGINEERING DESIGN 25%	NOWAK & FRAUS ENGINEERS	N885 ENGINEERING DESIGN THRU FEB 25, 20	1,556.25	
592-556-931-002	SUPPLIES	GUNNERS METERS & PARTS,	1PARTS FOR MAIN REPAIRS	278.00	
Total For Dept 556 WATER ACTIVITIES				1,834.25	
Total For Fund 592 WATER AND SEWER FUND				47,783.64	
Total For All Funds:				93,067.52	
--- FUND TOTALS BY VENDOR ---					

Fund 101 GENERAL FUND			
000224	- BLUE CROSS BLUE SHIELD OF MI	1,834.67	
000228	- BLUE CROSS BLUE SHIELD OF MI	442.94	
000319	- CONSUMERS ENERGY	93	

Packet Pg. 135

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LAKE ORION
EXP CHECK RUN DATES 03/26/2024 - 03/26/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
		000503	- ECHTINAW, WAYNE S.	100.00	
		000851	- HR MANAGEMENT GROUP	147.45	
		003851	- M & B GRAPHICS	51.00	
		004004	- MCKENNA ASSOCIATES, INC.	8,095.00	
		004019	- MML WORKERS' COMP FUND	539.00	
		006008	- ODP BUSINESS SOLUTIONS LLC	24.14	
		009002	- DarWel ENTERPRISES LLC	195.97	
		913497	- NOWAK & FRAUS ENGINEERS	5,772.50	
		913629	- BEAUMONT URGENT CARE BY WELLSTREET	135.00	
		913642	- MATTHEW CRAIG	50.00	
		924	- VC3, INC.	1,972.60	
		TOTAL FUND 101	GENERAL FUND	20,299.00	
		Fund 202	MAJOR STREET FUND		
		000350	- CADILLAC ASPHALT, LLC	356.40	
		913497	- NOWAK & FRAUS ENGINEERS	1,245.00	
		TOTAL FUND 202	MAJOR STREET FUND	1,601.40	
		Fund 203	LOCAL STREET FUND		
		000505	- ECONO SIGNS	162.55	
		913497	- NOWAK & FRAUS ENGINEERS	622.50	
		TOTAL FUND 203	LOCAL STREET FUND	785.05	
		Fund 207	POLICE FUND		
		000116	- AutoZone	13.29	
		000224	- BLUE CROSS BLUE SHIELD OF MI	856.19	
		000228	- BLUE CROSS BLUE SHIELD OF MI	1,328.82	
		006013	- ROAD COMMISSON FOR OAKLAND CO.	284.48	
		913322	- BELLE TIRE DISTRIBUTORS	224.99	
		TOTAL FUND 207	POLICE FUND	2,707.77	
		Fund 225	DEPT OF PUBLIC WORKS FUND		
		000139	- AIS CONSTRUCTION EQUIP.	2,910.40	
		000224	- BLUE CROSS BLUE SHIELD OF MI	3,180.14	
		000319	- CONSUMERS ENERGY	789.32	
		001015	- J & T ELECTRICAL SUPPLY	69.88	
		006013	- ROAD COMMISSON FOR OAKLAND CO.	1,440.02	
		020003	- TIRE WAREHOUSE, INC	64.56	
		030010	- UniFIRST	194.44	
		040011	- VERMEER OF MICHIGAN, INC.	265.52	
		049096	- WEINGARTZ	246.96	
		913126	- O'REILLY AUTOMOTIVE, INC.	383.99	
		913497	- NOWAK & FRAUS ENGINEERS	922.50	
		913640	- 7-ELEVEN MASTERCARD	5.25	
		TOTAL FUND 225	DEPT OF PUBLIC WORKS FUND	10,472.98	
		Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY F		
		000112	- COMERICA BANK	788.38	
		000316	- COMCAST	205.39	
		000319	- CONSUMERS ENERGY	214.78	
		000403	- DTE ENERGY	910.98	
		003034	- LAKE ORION COMMUNITY SCHOOLS	2,500.00	
		004015	- MISWITCH COMMUNICATIONS	90.07	
		040025	- VIEW NEWSPAPER GROUP	828.00	
		430	- DAVIS LISTMAN PLLC	745.75	
		913069	- DARWEL ENTERPRISES LLC	35.83	
		913462	- EPRINT SOLUTION LLC	153.50	
		913493	- HUDSON COLLECTIVE	2,240.00	
		913497	- NOWAK & FRAUS ENGINEERS	52.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
		913588	- GRAPHIC TAKEOVER LLC	40.00	
		913629	- BEAUMONT URGENT CARE BY WELLSTREET	135.00	
		TOTAL FUND 248	DOWNTOWN DEVELOPMENT AUTHC	9,417.68	
		Fund 592	WATER AND SEWER FUND		
		000737	- GUNNERS METERS & PARTS, INC	278.00	
		006042	- OAKLAND COUNTY DRAIN COMMIS	41,048.21	
		723	- GREAT LAKES WATER AUTHORITY	2,467.92	
		913156	- CHEMSEARCH	289.51	
		913497	- NOWAK & FRAUS ENGINEERS	3,700.00	
		TOTAL FUND 592	WATER AND SEWER FUND	47,783.64	

Attachment: check reg march 26, 2024 (6669 : Invoice Approval - March 25, 2024)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: 2024 Green's Park Access Management Agreement - Pedal Boat Pub LLC

BACKGROUND BRIEF:

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

For more information on Pedal Boat Pub, please visit their web site at <https://www.pedalboatpub.com/>.

Attached is the revenue report for 2023 for the information of Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The village received \$4,780 in revenue from Pedal Boat Pub, LLC, during the 2023 season. The revenue helps to offset General Fund parks and recreation expenditures, which total \$46,487 for FY 2023-24.

RECOMMENDED MOTION:

To approve the 2024 Green's Park Access Management Agreement between the Village of Lake Orion and Pedal Boat Pub, LLC, for the term of May 1, 2024, through October 31, 2024, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.

ATTACHMENTS:

2024-03-25 Pedal Boat Pub.Agreement

2024-03-25 - Pedal Boat Pub and Tour on Orion Revenue Report 2023

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

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

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

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

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

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

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

1. DATES/HOURS OF OPERATION. The Village parking lot at Green's Park is accessible to the Pub from May 1, 2024, to October 31, 2024, between the hours of 7:00 a.m. and 9:30 p.m., Sunday – Saturday. Any different times than the ones listed in this provision shall only be by an additional and separate written agreement with the Village and signed by both parties.

2. TERM: This Agreement shall have a term from May 1, 2024 through October 31, 2024. The Village shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice.

3. COMPENSATION. The Pub agrees it shall provide compensation for patron access to the Village owned lot at a cost of \$2.00 per person on the Pub boat. Remittance shall be paid on the last day of each month with all payments completed in full by November 30, 2024.

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

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

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

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

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

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

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

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

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

12. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PEDAL BOAT PUB, LLC,
A Michigan Limited Liability Company

By: _____
Marcella Robinette

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

VILLAGE OF LAKE ORION

By: _____
Darwin D. P. McClary,
Village Manager

By: _____
Sonja Stout, Clerk/Treasurer

Approved:



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

Pedal boat	4/1/23-10/31/23	Tour on Orion	4/1/23-10/31/23	
5/6-6/7	\$300.00	6/9-7/12	\$128.00	
6/9-6/11	\$206.00	8/12-9/9	\$166.00	
6/15-6/20	\$132.00	9/20;9/21;9/25	\$40.00	
6/20-6/25	\$274.00			
6/26-7/4	\$354.00			
7/5-7/9	\$262.00			
7/12-7/16	\$364.00			
7/18-7/23	\$340.00			
7/24-7/30	\$286.00			
7/31-8/16	\$358.00			
8/7-8/13	\$498.00			
8/14-8/20	\$386.00			
8/21-8/27	\$322.00			
8/28-9/4	\$212.00			
9/5-9/10	\$212.00			
9/11-9/16	\$98.00			
9/17-9/23	\$124.00			
9/24-	\$52.00			
total:	\$4,780.00	total:	\$334.00	\$5,114.00



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: 2024 Green's Park Access Management Agreement - Tour on Orion LLC

BACKGROUND BRIEF:

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

For more information on Tour On Orion, please visit their web site at <https://touronorion.com/>. Attached is a copy of the 2023 revenue report for the information of Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The Village received \$334.00 from Tour on Orion, LLC, during the 2023 season. This revenue helps to offset the General Fund parks and recreation expenditures, which will be \$46,487 for FY 2023-24.

RECOMMENDED MOTION:

To approve the 2024 Green's Park Access Management Agreement between the Village of Lake Orion and Tour On Orion, LLC, for the term of May 1, 2024, through October 31, 2024, and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the village.

ATTACHMENTS:

2024-03-25 - Pedal Boat Pub and Tour on Orion Revenue Report 2023

2024-03-25 Tour On Orion.Agreement

Pedal boat	4/1/23-10/31/23	Tour on Orion	4/1/23-10/31/23	
5/6-6/7	\$300.00	6/9-7/12	\$128.00	
6/9-6/11	\$206.00	8/12-9/9	\$166.00	
6/15-6/20	\$132.00	9/20;9/21;9/25	\$40.00	
6/20-6/25	\$274.00			
6/26-7/4	\$354.00			
7/5-7/9	\$262.00			
7/12-7/16	\$364.00			
7/18-7/23	\$340.00			
7/24-7/30	\$286.00			
7/31-8/16	\$358.00			
8/7-8/13	\$498.00			
8/14-8/20	\$386.00			
8/21-8/27	\$322.00			
8/28-9/4	\$212.00			
9/5-9/10	\$212.00			
9/11-9/16	\$98.00			
9/17-9/23	\$124.00			
9/24-	\$52.00			
total:	\$4,780.00	total:	\$334.00	\$5,114.00

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

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

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

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

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

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

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

1. DATES/HOURS OF OPERATION. The Village parking lot at Green's Park is accessible to the Tour from May 1, 2024, to October 31, 2024, between the hours of 7:00 a.m. and 9:30 p.m., Sunday – Saturday. Any different times than the ones listed in this provision shall only be by an additional and separate written agreement with the Village and signed by both parties.

2. TERM: This Agreement shall have a term from May 1, 2024 through October 31, 2024. The Village shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice.

3. COMPENSATION. The Tour agrees it shall provide compensation for patron access to the Village owned lot at a cost of \$2.00 per person on the Tour boat. Remittance shall be paid on the last day of each month with all payments completed in full by November 30, 2024.

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

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

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

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

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

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

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

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

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

12. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOUR ON ORION, L.L.C.

A Michigan Limited Liability Company

By: _____
Riva Beatty

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

VILLAGE OF LAKE ORION

By: _____
Darwin D. P. McClary,
Village Manager

By: _____
Sonja Stout, Clerk/Treasurer

Approved:



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

O:\LAKE ORION - VILLAGE\Contracts - agreements\GREEN'S PARK ACCESS MANAGEMENT AGREEMENT PEDAL BOAT PUB\TOUR ON ORION\2024.02.07 Pedal Boat
Tour On Orion.Agreement.docx

Attachment: 2024-03-25 Tour On Orion.Agreement (6635 : 2024 Green's Park Access Management Agreement - Tour on Orion LLC)



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Deputy Clerk/Treasurer Employment Agreement

BACKGROUND BRIEF:

Administration is requesting that the Village Council approve the Deputy Clerk/Treasurer employment agreement as presented.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Please refer to the attached employment agreement.

RECOMMENDED MOTION:

To approve the Deputy Clerk/Treasurer Employment Agreement between the Village of Lake Orion and Lynsey Blough as presented and authorize the Village Manager and Clerk/Treasurer to execute the agreement on behalf of the Village.

ATTACHMENTS:

2024-03-25 - Deputy Clerk-Treasurer Employment Agreement - redacted

VILLAGE OF LAKE ORION

DEPUTY 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 Lynsey Blough ("Deputy Clerk/Treasurer").

RECITALS:

As provided in Section 3.10 of the Village Charter, the Village desires to employ Lynsey Blough to hold the position of and serve at the pleasure of the Village Manager as Deputy Clerk/Treasurer of the Village of Lake Orion; and

Lynsey Blough desires to accept employment as Deputy 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 and Deputy Clerk/Treasurer have agreed to with respect to Clerk's employment by the Village as Deputy 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 Lynsey Blough as Deputy Clerk/Treasurer and Lynsey Blough agrees to serve as the Deputy 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 shall from time to time assign.

The Deputy Clerk/Treasurer shall be an "at-will", non-union, salaried, and FLSA-exempt employee. As an FLSA-exempt employee, the Deputy Clerk/Treasurer shall not receive additional compensation beyond Deputy 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 Manager after approval by the Village Council as the employer and Deputy Clerk/Treasurer as the employee.

The Deputy 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. Regular office hours are 7:00 AM to 5:00 PM, Monday through Thursday, unless otherwise changed by the Village. It may also be necessary as Deputy 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, Deputy Clerk/Treasurer shall not maintain or be engaged in any other full or part time employment or business, unless approved by the Village Manager.

SECTION 2. TERM

- A.** This Agreement is for an indefinite term of at-will employment that commences on April 1, 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 to terminate the services of the Deputy 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 Deputy Clerk/Treasurer to resign at any time, subject only to the provisions set forth in Section 4.

SECTION 3. SUSPENSION

The Village Manager may suspend the Deputy Clerk/Treasurer with full pay and benefits at any time during the term of this Agreement.

SECTION 4. TERMINATION

- A.** Without Cause. The Deputy Clerk/Treasurer may be terminated without cause by the Village Manager. Such a termination shall be effective no earlier than 30 days after the Deputy Clerk/Treasurer receives personal or written notice of the termination and the severance pay specified in Section 5.
- B.** With Cause. The Deputy Clerk/Treasurer may be terminated for cause by the Village Manager after the Deputy Clerk/Treasurer has been given written notice stating the cause for termination. 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 Deputy Clerk/Treasurer.
- C.** Resignation. The Deputy Clerk/Treasurer may resign with or without cause effective no earlier than 30 calendar days, or such other period of time as the Deputy Clerk/Treasurer and the Village Manager agree, after written notice of the resignation is given by delivery to the Village Clerk/Treasurer. The Deputy Clerk/Treasurer will not be entitled to use any form of paid time off during the 30-day notice period. Failure of the Deputy 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 salaried employees.

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 Deputy 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 Manager may terminate this Agreement. In the event of termination due to disability, the Village will provide reasonable support to ensure that Deputy Clerk/Treasurer receives any short-term disability and long-term disability payments the Deputy Clerk/Treasurer would otherwise be eligible for and the Deputy Clerk/Treasurer shall be compensated for any accrued sick, vacation, personal and compensatory leave time and other accrued benefits in the same manner as other salaried employees who resign.

SECTION 6. SALARY

The Village agrees to pay the Deputy 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 Manager in accordance with budget appropriations. As of April 1, 2024, the annual salary rate is \$62,000.00 (\$29.8076 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 Manager no later than June 15 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 Deputy Clerk/Treasurer shall be in such amounts and to such extent as the Village Manager may determine desirable or appropriate in his sole discretion, except that the Deputy Clerk/Treasurer is 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 Clerk/Treasurer and Village Manager shall jointly review and evaluate the performance of the Deputy Clerk/Treasurer as provided in this Section. The evaluations shall be done on an annual basis by May of each year. Performance evaluations are intended to be provided as a means for communication between the Village Clerk/Treasurer, Village Manager, and Deputy 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 Clerk/Treasurer and Village Manager of goals, objectives and expectations for and of the Deputy Clerk/Treasurer that will be included as criteria in the next performance evaluation.

SECTION 8. HOURS OF WORK

The duties of the Deputy 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 Clerk/Treasurer, the Deputy Clerk/Treasurer may designate another qualified employee or consultant to attend a meeting when the Deputy 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 and Public Act No. 212 of 1999, as amended, the Deputy Clerk/Treasurer shall have no residency requirement.

SECTION 10. MILEAGE REIMBURSEMENT

The Deputy 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 Deputy 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 salaried employees 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 a family member 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. The Deputy Clerk/Treasurer shall be entitled to bank up to forty (40) 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 worked. Compensatory time may be taken as vacation days. Compensatory time shall be used within the year in which it is accrued and shall not be carried over from one year to the next.

SECTION 12. DISABILITY, HEALTH AND LIFE INSURANCE

The Deputy 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 Deputy 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 Deputy Clerk/Treasurer as an employee to contribute toward funding any increase in costs. Deputy Clerk/Treasurer may apply for optional AFLAC or other optional insurance coverages at Deputy Clerk/Treasurer's sole cost, premiums for which shall be deducted from Deputy Clerk/Treasurer's 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, including discontinuing such programs, at the Village's sole discretion. The following insurance programs are currently provided to full-time employees:

- 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
- Insurance opt-out: In lieu of health insurance, the employee may choose to opt out of the Village provided coverage. The annual maximum opt-out payment amount shall be \$6,000 with quarterly payments prorated at \$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 Deputy Clerk/Treasurer base salary into the program. As an employee, Deputy Clerk/Treasurer is required to contribute five percent (5%) of Deputy Clerk/Treasurer base salary into the program, and such contributions shall be deducted from Deputy Clerk/Treasurer pay. Contributions to the Deputy Clerk/Treasurer retirement shall be payable in equal increments each payroll period.

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 Deputy Clerk/Treasurer and any other organizations which will contribute to the continued professional participation, growth, and advancement of the Deputy Clerk/Treasurer and

for the good of the Village: (1) Michigan Association of Municipal Clerks; (2) Michigan Municipal Treasurers Association; and (3) International Institute of Municipal Clerks.

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 Deputy 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 Deputy Clerk/Treasurer for professional and office travel, meetings, and occasions which the Village deems adequate to continue the professional development of the Deputy Clerk/Treasurer, and to pursue those official and other functions specifically designated by the Village which are deemed by the Village Manager to be necessary. The adequacy of the budget and the extent of the expenses will be determined solely by the Village Manager.

SECTION 16. BONDING

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

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A.** The Village Manager, in consultation with the Deputy Clerk/Treasurer, shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of the Deputy 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 Deputy 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.** Deputy Clerk/Treasurer agrees not to commence any action or suit relating to Deputy 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 Deputy 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, Deputy 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 Clerk/Treasurer, 21 East Church Street, Lake Orion, MI 48362
- (2) EMPLOYEE: Lynsey Blough, [REDACTED], 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 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 Deputy 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/Treasurer, and the Deputy Clerk/Treasurer has signed this Agreement on the dates indicated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ACCEPTED BY EMPLOYEE:



Lynsey Blough, Deputy Clerk/Treasurer

Date

AUTHORIZED BY THE LAKE ORION VILLAGE COUNCIL ON _____,
2024.

Darwin D. P. McClary, Village Manager

Date

Sonja Stout, Clerk/Treasurer

Date



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Adoption of 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan

BACKGROUND BRIEF:

FEMA has approved the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan (HMP) *pending* adoption by local municipalities. **Attached is a template resolution.** Please review and modify the template as needed to prepare the document for adoption by your local legislative body. A link to the HMP approved by FEMA can be found [HERE](https://www.oakgov.com/home/showpublisheddocument/21858/638447190646170211) [<https://www.oakgov.com/home/showpublisheddocument/21858/638447190646170211>](https://www.oakgov.com/home/showpublisheddocument/21858/638447190646170211).

It is necessary that **all** local municipalities in Oakland County adopt the HMP before **February 13, 2025**. This plan is essential for identifying, assessing, and mitigating the various risks and vulnerabilities our community faces, ranging from natural disasters to human-caused incidents. The plan also enables us to access federal funding and resources for mitigation projects and initiatives. Failure to adopt the plan by the specified deadline could jeopardize grants funds for the Village of Lake Orion, including grant requests for projects from the Water Resource Commission, the Road Commission of Oakland County, or similar entities.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To adopt the following resolution approving the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan:

VILLAGE OF LAKE ORION

**COUNTY OF OAKLAND
STATE OF MICHIGAN**

Resolution No. 2024-019

**A RESOLUTION
AUTHORIZING THE ADOPTION OF THE
OAKLAND COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the mission of Oakland County and the participating jurisdiction of Village of Lake Orion include the charge to protect the health, safety, and the general welfare of the people of the County and municipalities; and

WHEREAS, Oakland County, Michigan, is subject to flooding, tornadoes, winter storms, and other natural, technological, and human-caused hazards; and

WHEREAS, pro-active mitigation of known hazards before and after a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS to remain eligible to receive mitigation monies, Oakland County prepared a Hazard Mitigation Plan (the “PLAN”) for the County and all communities in the County; and

WHEREAS, Oakland County and the Village of Lake Orion have participated in and completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of hazards, develops a mitigation strategy consistent with a set of uniform goals, and creates a plan for implementing, evaluating and revising this strategy;

NOW THEREFORE BE IT RESOLVED that the Village Council for the Village of Lake Orion:

- 1.) Adopts in its entirety the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan

(Plan)

- 2.) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Hazard Mitigation Steering Committee and continue to participate in the planning partnership as described by the Plan.
- 5.) Will help to promote and support the mitigation successes of all planning partners.

PASSED AND ADOPTED on March 25, 2024, by the following vote:

YES:

NO:

ABSENT:

ABSTAIN:

ATTEST:

ATTACHMENTS:

2024-019 Oakland County Hazard Mitigation plan



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

**Resolution No. 2024-019
A RESOLUTION
AUTHORIZING THE ADOPTION OF THE
OAKLAND COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the mission of Oakland County and the participating jurisdiction of Village of Lake Orion include the charge to protect the health, safety, and the general welfare of the people of the County and municipalities; and

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WHEREAS to remain eligible to receive mitigation monies, Oakland County prepared a Hazard Mitigation Plan (the "PLAN") for the County and all communities in the County; and

WHEREAS, Oakland County and the Village of Lake Orion have participated in and completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of hazards, develops a mitigation strategy consistent with a set of uniform goals, and creates a plan for implementing, evaluating and revising this strategy;

NOW THEREFORE BE IT RESOLVED that the Village Council for the Village of Lake Orion:

- 1.) Adopts in its entirety the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan (Plan)
- 2.) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Hazard Mitigation Steering Committee and continue to participate in the planning partnership as described by the Plan.

5.) Will help to promote and support the mitigation successes of all planning partners.

PASSED AND ADOPTED on March 25, 2024, by the following vote:

YES:

NO:

ABSENT:

ABSTAIN:

ATTEST:

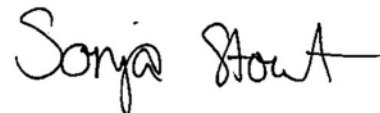
THIS RESOLUTION WAS DULY ADOPTED BY THE LAKE ORION VILLAGE COUNCIL AT ITS REGULAR MEETING HELD ON MONDAY, MARCH 25, 2024.

Sonja Stout
 Village of Lake Orion

CERTIFICATION

I, Sonja Stout, duly appointed Clerk of the Village of Lake Orion, Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-011 adopted by the Village of Lake Orion Village Council at its regular meeting held on the 25th day of March 2024.

Given under my hand and seal of the Village of Lake Orion, Oakland County, Michigan this this 25th day of March 2024.



Sonja Stout
 Village of Lake Orion Clerk/Treasurer

DATED: March 25, 2024



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Amendments to FY 2023-24 Municipal Fee Schedule

BACKGROUND BRIEF:

Administration is requesting that Village Council adopt the following amendments to the FY 2023-24 municipal fee schedule:

***Correct the per-minute rate for full-time police officer from \$0.87 to \$0.93 for Police Services-Emergency Response Fees

***Add Water Connection Permit Fee of \$100.00. This fee is commensurate with the Sewer Connection Permit Fee but was inadvertently omitted from the previous fee schedule

The revised fee schedule with proposed changes highlighted is attached for the information of Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Administration does not expect that the proposed changes will significantly impact Village revenues, as the activities subject to these fees are not routine. However, the fees accurately reflect the costs incurred by the Village to perform the related services.

RECOMMENDED MOTION:

To approve changes to the FY 2023-24 Municipal Fee Schedule to increase the full-time police officer per-minute rate fee from \$0.87 to \$0.93 and to add a new Water System Connection Permit and Inspection Fee of \$100.00.

ATTACHMENTS:

Fee Schedule 2023-24 - ADOPTED 2024-02-26 - Revised 2024-03-25



2023-24 MUNICIPAL FEE SCHEDULE

Adopted by Village Council on February 26, 2024 and as amended through _____

ADMINISTRATION

Attorney Services.....	Actual Cost
Conference Room or Council Chambers Use Fee (subject to facility availability).....	25.00 per hour
Engineering Services.....	Actual Cost
Fax Service.....	2.00 first page; 1.00 each additional page
Sidewalk Sign, Awning or Canopy Permit.....	25.00 (Village Code Sec. 92.08(A))
Street Excavation Permit Fee.....	25.00 + Actual Engineering, Public Works, and Other Costs (Village Code Sec. 92.06(A))
Street Name Change Petition.....	Actual Cost + 10% Administration Fee (Village Code Sec. 92.14)
Street Obstruction Permit Fee (not special event related).....	15.00 (Village Code Sec. 92.04)
Yard or Garage Sale Permit.....	5.00 (Village Code Sec. 130.001(B))

ANIMALS AND ANIMAL CONTROL

Chicken (backyard poultry) Permit Fees:	Village Code Sec. 26.100
Application Fee (bi-annual).....	25.00
Permit Fee (bi-annual).....	25.00
Dog or Cat Impoundment Fees.....	Determined by Oakland County Animal Control (Village Code Sec. 91.02(C))
Dog Licensing.....	Fees set by Oakland County on December 1 each year
Immunization and Licensing of Impounded Dogs Prior to Sale	Set by Oakland County Animal Control (Village Code, Sec. 91.16)

ASSESSING

Determined by Oakland County

2023-24 MUNICIPAL FEE SCHEDULE

BOARDS AND COMMISSIONS

Board and Commission Special Meeting Fee, each meeting.....	555.00
Construction Board of Appeals Fee	75.00 each meeting (Village Code Sec. 150.06)

BUILDING SERVICES

Determined by Orion Township

BUSINESS & COMMERCIAL LICENSING

Electric or Gas Supply Franchises	
Franchise Application Fee	3,500.00 (Village Code Sec. 113.20(A))
Franchise Fee	0.00 (Village Code Sec. 113.51)
Franchise Enforcement Fee	Actual Cost (Village Code Sec. 113.52)
Mobile Food Establishments Permits	
Permit Application Fee, annual.....	100.00 (Village Code Sec. 115.05(B)(5))
Township Fire Department Inspections and Processing Fees.....	Determined by Orion Township
Peddler, Solicitor, Itinerant Merchant Licenses	(Village Code Sec. 110.04(B))
Refundable Application Bond.....	250.00
Application Fee.....	50.00
Main Applicant – Per Day License (up to 5 business days).....	5.00 per day
Helper – Per Day License (up to 5 business days).....	1.00 per day
Main Applicant – 3-Month License.....	100.00
Helper – 3-Month License.....	25.00
Background Check – State Fee, per applicant.....	25.00
Permit Amendment Application Fee	25.00 (Village Code Sec. 110.06(A)(7))
Pinball Arcade License	
Pinball Arcade License Application Fee	100.00 (Village Code Sec. 111.03(A))
Pinball Arcade License Fee	10.00 per pinball machine (Village Code Sec. 111.07)

2023-24 MUNICIPAL FEE SCHEDULE

Marihuana Facilities Licenses

Medical Marihuana Provisioning Center – Application Fee.....	5,000.00 (Village Code Sec. 114.06; Resolution #2020-068)
Medical Marihuana Provisioning Center – Annual Permit Fee.....	5,000.00 (Village Code Sec. 114.11(C); Resolution #2020-068)
Adult Use Marihuana Retailer – Application Fee.....	5,000.00 (Village Code Sec. 114.06; Resolution #2020-068)
Adult Use Marihuana Retailer – Annual Permit Fee.....	5,000.00 (Village Code Sec. 114.11(C); Resolution #2020-068)

CABLE TELEVISION SERVICES

Determined by Orion Neighborhood Television (ONTV)

CEMETERY

Eastlawn Cemetery

Sites & Perpetual Care, per grave.....	Village Resident – 800.00 Non-Resident – 1,000.00
Opening & Closing Fees	
Casket.....	Without Tent - 700.00 With Tent – 800.00
Cremated Remains.....	Without Tent – 300.00 With Tent – 400.00
Baby Casket.....	Without Tent – 300.00 With Tent – 400.00
Additional Saturday Burial Fee.....	300.00
Additional Village Holiday Burial Fee.....	400.00
Cemetery Deed Transfer Fee.....	Resident to Resident - 30.00 Resident to Non-Resident (difference in grave cost + transfer fee) – 230.00 Non-Resident to Resident – 30.00 Non-Resident to Non-Resident – 30.00
Monument Foundation Fee, per square inch.....	0.75



2023-24 MUNICIPAL FEE SCHEDULE

CLERK

Certified Document Fee, each.....	2.00
Documents and Publications (pre-printed or bound).....	Actual Cost
FOIA Fee.....	In accordance with FOIA policy
Notary Fee, each notarization.....	Village Residents, Businesses, or Organizations – No Charge Non-Residents, Businesses, or Organizations – 10.00
Photostatic Copies.....	0.25 per single-sided sheet; 0.35 per double-sided sheet
Video Recording Copies, each.....	Actual personnel cost + 15.00 media storage material fee

CODE ENFORCEMENT

Noxious Weeds Nuisance Abatement	Actual Cost + 30% Administrative Fee (Village Code Sec. 95.37(C))
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COMMUNITY AND ECONOMIC DEVELOPMENT

Tax Exemption District Establishment Application Fee, all types.....	500.00
Tax Exemption Certificate Application Fee, all types.....	1/10 of 1% of total project value subject to exemption certificate

ENGINEERING SERVICES

Engineering Plan Review, Inspection, and Other Services	Actual Cost
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EVENTS AND FESTIVALS

Electricity (if street closures and multiple electrical connections required).....	50.00
Permit Application Fee	0.00
Police Services	Actual Cost (unless waived by village council)
Public Works Services	Actual Cost (unless waived by village council)
Water and Sewer Services	Actual Cost (per village rate schedule, including both readiness-to-serve and consumption charges)

2023-24 MUNICIPAL FEE SCHEDULE

FINANCE AND TREASURY

Delinquent Property Tax Penalty – if not paid by September 14.....	3% (Charter Sec. 9.14; Village Code (Sec. 31.01(B))
Delinquent Property Tax Interest – if not paid by September 14.....	1% per month – September 1 to last day in February (Charter Sec. 9.14; Village Code 31.01(B))
Property Tax Administration Fee.....	No Charge (Village Code Sec. 31.02)
Special Assessment Late Payment Collection Fee	2% of special assessment amount due on 1 st day of the 3 rd month after due date + 0.5% on each 1 st day of month thereafter (Village Code Chapter 12 - Sec. 12.5)

FIRE & EMS SERVICES

Determined by Orion Township

LIBRARY SERVICES

Determined by Orion Township Library

PARKING VIOLATIONS BUREAU

Recreational Vehicles Temporary Parking Permit.....	25.00 (Village Code Sec. 71.03(B))
Towing Fees.....	Actual cost charged by towing contractor

PARKS AND RECREATION

Children's Park Gazebo Rental	
Refundable Security Deposit.....	100.00
Rental, per hour.....	Residents – 10.00
	Township Residents – 25.00
	Others – 35.00



2023-24 MUNICIPAL FEE SCHEDULE

Attachment: Fee Schedule 2023-24 - ADOPTED 2024-02-26 - Revised 2024-03-25 (6638 : Amendments to

Green’s Park	Authorized by Village Code Sec. 96.10
Swim Seasonal Family Pass.....	25.00
Swim Day Pass, per person.....	2.00
Group Use – Green’s Park Reservation (11 persons or more); Includes lifeguard	
Monday – Friday, half day.....	100.00
Monday – Friday, full day.....	175.00
Saturday – Sunday, half day.....	175.00
Saturday – Sunday, full day.....	200.00
Event.....	500.00 daily
Fitness Group.....	50.00 monthly
Green’s Park Fireworks Pass.....	2.00 single; 5.00 family (up to 5 family members per pass)
Pelton’s Point and Green’s Park Boat Dock Permit (seasonal from April 1 – October 31; not reissued if lost).....	75.00 – includes family season pass to Green’s Park (Village Code Sec. 98.02(B))

PLANNING AND ZONING SERVICES	Plan review fees authorized by Village Code Sec. 151.022
Application Fee – all types.....	25.00
Change of Use / Change of Occupancy Review Fee (Commercial/Mixed Use; includes ownership changes).....	100.00
Construction Board of Appeals	
Village Administrative Fee.....	500.00 (Village Code Sec. 150.06)
Attorney Services – Escrow (unexpended portion refundable).....	Actual Cost; 850.00 escrow required (Village Code Sec. 150.06)
Development Inspection Fees	Engineering – Actual Cost; 500.00 escrow required (Village Code Sec. 151.035(A)) Administration – Actual Cost; 500.00 escrow required (Village Code Sec. 151.035(C))
Consultation with Village – Planning and Zoning Matters (during consultant office hours; general inquiries, sketch reviews for projects not requiring public meetings or consultant reviews, typically).....	No Charge



2023-24 MUNICIPAL FEE SCHEDULE

Fence Permits

Residential (includes inspection).....	75.00
Non-Residential (not part of a site plan; includes inspection).....	150.00

Pre-Application Meeting / Meeting with Consultants (if requested by applicant)

Village Administrative Fee.....	No Charge
Planning Consultant Escrow (unexpended portion refundable).....	450.00
Engineering Consultant Escrow (unexpended portion refundable).....	725.00
Attorney Escrow (unexpended portion refundable).....	725.00

Sign Permits

.....	Authorized by Village Code Sec. 155.09(A)(1)
Permanent Sign (ground, wall, projecting).....	150.00
Temporary Sign (portable, banner, etc.).....	75.00
Inspection Fee	Included in permit fee (Village Code Sec. 155.09(C))

Site Plan Review

Village Administrative Fee.....	600.00
Planning Consultant Services Escrow (unexpended portion refundable).....	Multiple Family – 600.00 + 10.00 per unit Nonresidential/Mixed Use – 650.00 (Fees include one written review; additional reviews charged at one-half regular fee each)
Engineering Consultant Services.....	Actual Cost – 1% of Construction Cost for escrow required
Attorney Services.....	Actual Cost – 895.00 escrow required

Land Division or Combination

Administrative Fee.....	500.00
Planning Consultant Services (if required).....	Actual Cost – 500.00 escrow required
Engineering Consultant Services (if needed).....	Actual Cost – 500.00 escrow required
Attorney Services (if needed).....	Actual Cost – 500.00 escrow required

Special Land Use

Review Fee.....	Actual Planning, Engineering, and Attorney Costs – 1,000.00 escrow required
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2023-24 MUNICIPAL FEE SCHEDULE

Variances – Board of Zoning Appeals

Review and Inspection Fee (Planner’s review includes both dimensional and use variances)..... 550.00 for single variance; 150.00 for each additional variance

Temporary Uses of Land (administrative approval)

Application Fee – Temporary Uses/Special Events..... 100.00

Temporary Uses/Special Events/Utility Plans & Rights-of-Way Work 75.00

Zoning Compliance Permits (as part of building permit application)

Residential – Single Family - deck, patio, garage, interior remodel, re-roof..... 50.00

Residential – Single Family – new house, house addition..... 75.00

Residential – Multiple Family – new or major renovation..... 250.00

Residential – Multiple Family – minor renovation..... 150.00

Commercial/Mixed Use/Industrial – new or renovation..... 225.00

Commercial/Mixed Use/Industrial – minor, accessory, or remodel 125.00

Demolition..... 300.00

Temporary Disconnect Performance Bond..... 400.00

Planned Unit Development

Administrative Fee..... 600.00

Planning Consultant Services..... Actual Cost – 850.00 escrow required

Engineering Consultant Services..... Actual Cost – 750.00 escrow required

Attorney Services..... Actual Cost – 750.00 escrow required

Zoning Amendments

Map Amendment (Rezoning)..... Actual Planning and Engineering Costs – 1,000.00 escrow required

Text Amendment (Ordinance Change)..... Actual Planning, Engineering, and Attorney Costs – 1,000.00 escrow required

2023-24 MUNICIPAL FEE SCHEDULE

POLICE SERVICES

Driving While License Suspended

1 st Offense.....	175.00
2 nd and Subsequent Offenses.....	325.00 each offense

Emergency Response Fee.....

Actual direct and reasonable cost incurred by the Village (Village Code Sec. 93.03; 93.05; 93.06)

Command Officer.....	0.94 per minute
Command Officer – Overtime.....	1.41 per minute
Full-Time Officer.....	0.87 0.93 per minute
Full-Time Officer – Overtime.....	1.31 per minute
Part-Time Officer.....	0.51 per minute
Part-Time Officer – Overtime.....	0.77 per minute
Reserve Officer.....	0.45 per minute
Records Clerk.....	0.54 per minute
Village Prosecutor.....	165.00 per hour

Fingerprinting Fee – Non-Arrest.....

25.00

Fingerprinting Fee – Concealed Pistol License (CPL).....

15.00

Freedom of Information Act (FOIA) Request.....

In accordance with Village FOIA Policy

Live Scan School.....

60.00

Municipal Civil Infraction Fines.....

Set by 52/3 Judicial District Court

Parking Tickets

Two (2) Hour Violations.....	15.00; 30.00 after 5 days
Handicap Zone Parking Violations.....	100.00; 200.00 after 5 days
All Other Parking Violations.....	40.00; 80.00 after 5 days

Precious Metals (Pawn) License.....

50.00 annually

Preliminary Breath Test (PBT).....

10.00

2023-24 MUNICIPAL FEE SCHEDULE

Security Alarm False Alarm Fees	First and Second False Alarm – No Charge
	Third False Alarm – 50.00
	Fourth False Alarm – 100.00
	Fifth and Subsequent Alarms – 150.00 each (Village Code Sec. 97.05)
Vehicle Impound Release Fee.....	30.00
Warrant Bond Posting.....	10.00

PUBLIC WORKS SERVICES

Curb Cut Permit Fee.....	75.00 (Village Code Sec. 92.03(E))
Excavation Near Trees Permit.....	25.00 (Village Code Sec. 92.28)
Shade or Ornamental Tree Permit Fee – Public Property.....	25.00 + Actual Cost of Trees, Labor, Equipment and Materials
Sidewalk Construction Permit Fee.....	_____ (Village Code Sec. 92.03(A))
Sidewalk Snow Removal Fee.....	Actual Cost + 10% Administration Fee (Village Code Sec. 92.13(D))
Trees; Covering of Surface Near; Permit.....	25.00 (Village Code Sec. 92.29)
Trees; Use as Anchor; Permit – Public Trees.....	25.00 (Village Code Sec. 92.27(D))
Trees, Shrubs & Bushes; Corner Clearance – Trimming or Removal.....	Actual Cost + 10% Administration Fee (Village Code Sec. 92.31)
Shade or Ornamental Tree Future Plantings on Public Property by Village.....	Actual Cost (Village Code Sec. 92.26(A))

RUBBISH COLLECTION SERVICES

Rubbish Collection Fee.....	51.99 per quarter per unit (Village Code Sec. 50.05)
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2023-24 MUNICIPAL FEE SCHEDULE

SANITARY SEWER SERVICES

County Sewer Interceptor Connection Fee	Established by Oakland County Water Resources Commission? Village Code Sec. 52.16(B) and (C)
County Sewer Inspection Permit Fee	Established by Oakland County Water Resources Commissioner
Sewage Usage Charges – Single Family Residential	Base Charge, per quarter – 77.02 Usage Charge Metered, per 100 c.f. – 4.53 Usage Charge Unmetered, flat rate – 231.04
Sewer Usage Charges – Multi-Family and Commercial	Base Charge 5/8", per quarter – 77.02 Base Charge 3/4", per quarter – 77.02 Base Charge 1", per quarter – 131.36 Base Charge 1.5", per quarter – 269.85 Base Charge 2", per quarter – 515.84 Base Charge 3", per quarter – 1,155.85 Base Charge for 2 nd Meter – No Charge Usage Charge Metered, per 100 c.f. – 4.53 Usage Charge Unmetered, flat rate – 238.82
Sewer Capital Connection Charge	Non-Deferred – 1,000.00 Deferred – 1,500.00 (Village Code Sec. 51.25)
Sewer Construction Permit and Inspection Fees	100.00 (Village Code Sec. 51.29)
Sewer Lateral Benefit (Tap) Fee	Non-Deferred – 2,500.00 Deferred – 3,750.00 (Village Code Sec. 51.26)
Sewer Unit Factor Fee (Commercial)	First Unit – 2,000.00 Each Additional Unit – 200.00

2023-24 MUNICIPAL FEE SCHEDULE

Industrial Waste Control and Pretreatment Program Fees (Non-Residential Only – excludes single family, apartment buildings, condominiums, townhouses, mobile homes, schools, churches, and municipal buildings), flat fee per quarter

Set by Great Lakes Water Authority
5/8" – 10.62
¾" - 15.93
1" – 26.55
1.5" – 58.41
2" – 84.96
3" – 153.99

Industrial Waste Control and Pretreatment Program Fees (Administration Only), per quarter.....

Set by Great Lakes Water Authority
5/8" – 2.67
¾" – 3.99
1" – 6.63
1.5" – 14.61
2" – 21.24
3" – 38.49

Pollutant Surcharge Rate (Industrial and Commercial Customers Only), \$ per excess pound

Set by Great Lakes Water Authority
Biochemical Oxygen Demand (BOD) in excess of 275 mg/l – 0.347
Total Suspended Solids (TSS) in excess of 350 mg/l – 0.476
Phosphorus (P) in excess of 12 mg/l – 6.368
Fats, Oil & Grease (FOG) in excess of 100 mg/l – 0.111

STORM SEWER SERVICES

County Drain Connection Fees
Storm Water System Tap-In Fee

Determined by Oakland County Drain Commission
Actual cost based on design and construction of system (Village Code Sec. 51.04)

2023-24 MUNICIPAL FEE SCHEDULE

WATER SERVICES

Bulk Water Sales	12.00 per 100 c.f.
Cross Connection Inspection Fee (Commercial Customers Only), per inspection	Actual Cost + 10% Administrative Fee
Debt Bond Charge (Township Customers)	Set by annual millage based on taxable value
Frost Plate , each	20.00
Meter Cost	5/8" Meter – 150.00 1" Meter – 250.00 1.5" Meter – 350.00
Meter Testing Fee	Actual Time and Materials Cost + 10% Administrative Fee (Village Code Sec. 53.05(J))
Meter Repairs	Actual Time and Materials Cost + 10% Administrative Fee
MXU – New , each	Actual Time and Materials Cost + 10% Administrative Fee
Public Works Overtime Charge	Actual Cost
Water Seasonal or Temporary Shut-Off and Turn-On Fee , each call	50.00 (Village Code Sec. 53.09(A))
Water Delinquent Bill Shut-Off and Turn-On , per incident.....	30.00
Water Service Inspection Turn-Off and Turn-On Fees (if unable to gain access to premises.....	Turn-Off Fee – 5.00 Turn-On Fee – 25.00 (Village Code Sec. 53.13(B))
Water Tap and Meter Fee	¾" Tap – 2,149.29 1" Tap – 2,388.19 1.5" Tap – 3,104.53 2" Tap – 4,059.78 >2" Tap – 5,373.23 + actual meter cost with 20% administration fee; customer responsible for making tap (Village Code Sec. 53.04(B))
Water Construction Permit and Inspection Fees	100.00



2023-24 MUNICIPAL FEE SCHEDULE

Water Usage Charges – All Users	Base Charge 5/8", per quarter – 44.18
	Base Charge ¾", per quarter – 44.18
	Base Charge 1" Residential, per quarter – 55.23
	Base Charge 1" Commercial, per quarter – 74.02
	Base Charge 1.5", per quarter – 154.63
	Base Charge 2", per quarter – 296.01
	Base Charge 3", per quarter – 662.75
Water Ready-To-Serve Charge (in lieu of base charge when water is turned off at curb), per quarter.....	Usage Charge, per 100 c.f. – 5.90
	10.76



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Schedule FY 2024-25 Budget Work Sessions

BACKGROUND BRIEF:

Pursuant to the FY 2024-25 Budget Preparation Calendar adopted by Council in January, Council needs to schedule the budget work sessions to review, discuss, and modify if necessary the Village Manager's Proposed FY 2024-25 Budget. Council will be receiving the proposed budget on April 8. In accordance with the budget calendar, Council should schedule at least three (3) budget work sessions between April 9 and April 16.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To schedule FY 2024-25 budget work sessions for the following dates and times:

_____.

ATTACHMENTS:

Budget Preparation Calendar



FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
December 31, 2023	Assessment Day	Oakland County Equalization Division
January 8, 2024	Approve budget preparation calendar; schedule village council goal setting work sessions; determine if water and/or sewer rate analyses need to be completed; commence bidding and special assessment processes for next year's capital improvement projects, if needed	Village Council
January 11, 2024	Distribute budget preparation instructions to department heads	Village Manager
January 9 – 31, 2024	Conduct village council goal setting work sessions	Village Council
February 29, 2024	Submit preliminary property assessments to Clerk/Treasurer	Oakland County Equalization Division
February 29, 2024	Submit departmental budget requests, fee schedules, CIP schedules, proposed water and sewer rates, proposed special assessment schedules, and supporting documentation to Village Manager	Department Directors
February 29, 2024	Submit preliminary revenue estimates to Village Manager	Clerk/Treasurer



FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
March 4 – 7, 2024	Meet with department directors to review departmental budget requests	Village Manager and Clerk/Treasurer
March 22, 2024	Submit final Board of Review property assessment figures to Clerk/Treasurer	Oakland County Equalization Division
March 25, 2024	Schedule budget work sessions	Village Council
March 25 – March 28, 2024	Meet with department directors to review necessary adjustments to departmental budget requests	Village Manager and Clerk/Treasurer
March 25 – April 4, 2024	Prepare Village Manager's final proposed budget	Village Manager and Management Team
April 1, 2024	Planning Commission review and approval of Capital Improvement Program	Village Manager, Planning Commission, and Planning and Zoning Coordinator
April 8, 2024	Present proposed budget to Village Council; schedule council budget work sessions; schedule budget and Truth-in-Taxation (if necessary) public hearing	Village Manager and Village Council
April 9 – 16, 2024	Conduct council budget work sessions	Village Council and Village Staff
April 17 – 26, 2024	Prepare final proposed budget	Village Manager and Management Team



FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
April 29, 2024	Publish public notice of budget and Truth-in-Taxation public hearing (15 days prior to adoption of budget)	Clerk/Treasurer
May 6, 2024	File and make available copy of proposed budget at Office of Clerk/Treasurer (one week prior to adoption of budget)	Clerk/Treasurer
May 13, 2024	Hold public hearing on proposed budget and Truth-in-Taxation (if required); adopt resolution approving budget, CIP, millage rates	Village Council
May 13, 2024	Certify delinquent utility bills to Clerk/Treasurer for placement on tax roll (Village Code Sec. 43.08(F)(2))	Village Council
May 16, 2024	Certification of tax levy to Assessor/County Equalization (within 3 days after adoption of budget)	Clerk/Treasurer
May 28, 2024	Introduce Water and Sewer Rates resolution (if necessary) and schedule public hearing (Village Code Secs. 51.28 and 53.08)	Village Council
May 28, 2024	Introduce annual comprehensive village fee schedule resolution	Village Council
June 10, 2024	Hold public hearing on Water and Sewer Rates resolution; adopt rates	Village Council



FY 2024-25 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
June 10, 2024	Adopt annual comprehensive village fee schedule	Village Council
June 11 – 13, 2024	Assessor to certify tax roll; Village President to affix warrant to tax roll; Clerk/Treasurer directed to collect taxes	Assessor and Village President
June 17 – 27, 2024	Prepare and mail out tax bills	Clerk/Treasurer
June 17, 2024	Publish notice in newspaper of time when taxes are due and collectable	Clerk/Treasurer
July 1, 2024	Budget takes effect	
August 31, 2024	Taxes due and payable without penalty or interest	
February 28, 2025	Last day to pay delinquent real and personal taxes to the village	
March 1, 2025	Unpaid real property taxes turned over to Oakland County Treasurer for collection	Clerk/Treasurer



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Clerk/Treasurer Annual Performance Evaluation

BACKGROUND BRIEF:

Village Council is scheduled to complete the Clerk/Treasurer's annual performance evaluation pursuant to Section 8 of her employment agreement. The Clerk/Treasurer has requested a closed meeting of the Council to conduct the evaluation in accordance with Section 8(1)(a) of the Michigan Open Meetings Act. Village Council received copies of the performance evaluation form by E-mail on March 20.

Attached is a copy of the Clerk/Treasurer's request for a closed session and employment agreement for the information of Council.

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

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

ATTACHMENTS:

2024-03-25 - Clerk-Treasurer Annual Performance Evaluation - Request for Closed Meeting

Clerk-Treasurer Employment Agreement - Stout - 2023-12-12_Redacted

Darwin McClary

From: Sonja Stout
Sent: Thursday, March 7, 2024 3:35 PM
To: Darwin McClary
Subject: Evaluation

Darwin,

Pursuant to the Open Meetings Act, I would like to have my evaluation be done in a closed meeting.

Thank you

Sonja Stout
Treasurer/Clerk



21 East Church Street
Lake Orion, MI 48362
(P): 248-693-8391 ext. 103
(F): 248-693-5874

Attachment: 2024-03-25 - Clerk-Treasurer Annual Performance Evaluation - Request for Closed Meeting (6664 : Clerk/Treasurer Annual

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, [REDACTED], 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. McClay
Darwin D. P. McClay, Village Manager

December 12, 2023
Date

Susan Galeczka
Susan Galeczka, Village Clerk

12/12/2023
Date



COUNCIL ACTION SUMMARY SHEET

MEETING DATE: March 25, 2024

TOPIC: Village Manager Annual Performance Evaluation

BACKGROUND BRIEF:

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

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

SUMMARY OF PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

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

ATTACHMENTS:

Performance Evaluation of Village Manager - March 2024 - Request for Closed Session

Employment Agreement - McClary 2022-10-25_Redacted

Mission-Vision-Values-Goals-Objectives - FY 2023-24

March 13, 2024

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

RE: VILLAGE MANAGER PERIODIC PERFORMANCE EVALUATION

Dear Honorable President Narsh:

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

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

Sincerely,



Darwin D. P. McClary

COPY

VILLAGE OF LAKE ORION VILLAGE MANAGER EMPLOYMENT AGREEMENT

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

RECITALS:

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

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

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

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

SECTION 1. DUTIES

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

SECTION 2. TERM

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



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

SECTION 3. SUSPENSION

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

SECTION 4. TERMINATION

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

SECTION 5. TERMINATION PROVISIONS

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

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

SECTION 6. DISABILITY

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

SECTION 7. SALARY

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

SECTION 8. PERFORMANCE EVALUATIONS

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

SECTION 9. HOURS OF WORK

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

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

SECTION 10. AUTOMOBILE ALLOWANCE

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

SECTION 11. HOLIDAY AND VACATION LEAVE

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

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

SECTION 12. GENERAL/SICK LEAVE

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

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

SECTION 13. DISABILITY, HEALTH AND LIFE INSURANCE

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

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

SECTION 14. RETIREMENT

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

SECTION 15. DUES AND SUBSCRIPTIONS

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

SECTION 16. PROFESSIONAL DEVELOPMENT

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

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

SECTION 17. INDEMNIFICATION

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

SECTION 18. BONDING

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

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

SECTION 20. NOTICES

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

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

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

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

SECTION 21. GENERAL PROVISIONS

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

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

October 20, 2022

By: 

Darwin D. P. McClary

October 25, 2022

By: 

Ken Van Portfliet, Village President

October 25, 2022

By: 

Susan Galeczka, Village Clerk



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

Adopted: February 13, 2023

VISION

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

MISSION

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

CORE VALUES

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

GOALS AND OBJECTIVES

- **Goal 1: Promote Sound and Prudent Financial Management**

- **Objective 1.1: Identify, classify and determine use of all Village owned properties**. Consider possible license agreement options including use agreements with property owners on the lake for the Village owned right-of-way properties. Review Village owned properties to determine if any could be sold, licensed, or leased.
- **Objective 1.2: Address parking needs of the downtown**, including pay to park- meters on street and a parking structure. Signage for employee parking areas. Consider Lumber Yard, parking deck and grants.
- **Objective 1.3: Review Infrastructure Projects and Water and Sewer Rates Review**- Review the water and sewer rates based on the four-year step increases from 2022-2026 compared to current and future costs including infrastructure improvements of water and sewer system including the lift/pump stations.

- **Goal 2: Promote Proper Management of Capital Assets and Infrastructure**

- **Objective 2.1: Water System Improvement Program - Phases 3/4**- Continue water main replacement program of the remaining old (1940) and undersized (>8") mains. \$3,090,000 authorized bond balance (\$10,000,000 total) in 2018. Design engineering needs to be completed and grants/loans financing secured. This would include the lead goose neck/galvanized service lines as well.
- **Objective 2.2: Sanitary Sewer System Improvement Program** – Prioritize a comprehensive sanitary sewer system improvement and funding plan, including repair and rehabilitation of pump/lift stations. SAD (special assessment district) option for sanitary sewer system improvements.
- **Objective 2.3: DPW Yard site renovation plan** – Prepare a DPW Building improvement/replacement plan and provide funds for future needs. Prepare a DPW Yard site plan proposal.
- **Objective 2.4: Create a comprehensive sidewalk improvement plan**
- **Objective 2.5: Promote a comprehensive capital improvement plan and look for sustainable methods for funding**
- **Objective 2.6: Replacement of Children’s Park Pedestrian Bridge** – The pedestrian bridge at Children’s Park to be replaced with bridge structure previously purchased.

- **Goal 3: Promote Quality Recreation Services and Environmental Stewardship**

- **Objective 3.1: Paint Creek Stream Bank Stabilization** – Obtain grant funding to complete necessary improvements to the Paint Creek stream banks.

- Objective 3.2: Review lake drawdown – Lake lowering every five years - next 2027; structures issues; approval of EGLE/DNR; public input on value of continuing. Infrastructure spillway issue that goes under private property. Reevaluate engineering/repair of structures or abandon. Have hydrological study conducted on options. DNR cold water bottom draw down evaluation. Consider impact of further erosion of Paint Creek, consider deferring drawdown until bank is stabilized.

- **Goal 4: Promote a Positive Community Image**

- Objective 4.1: Increase/Promote clear & frequent communication from Village Council to residents & businesses:
 - Newsletter (quarterly or more often)