

HOLLY TOWNSHIP  
PROPOSED AGENDA  
PLANNING COMMISSION  
June 11, 2025 at 6:30 PM  
Holly Township Hall (Upstairs)  
102 Civic Dr., Holly, Michigan 48442

CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL: Glen Mitchell Ray Kerton Michael McCanney Ben Armstead  
Chuck Stoner Leslie Jorgensen Derek Sommer

AGENDA APPROVAL

PUBLIC COMMENT – For Items on the Agenda Only.

PUBLIC HEARINGS: Special Land Use Application by the Michigan Renaissance Festival to operate a Festival and other Events on parcel number 01-12-476-002 and 01-12-401-003 in an AGRE. Zoning District.

APPROVAL OF MINUTES – April 9, 2025.

COMMUNICATIONS: None.

OLD BUSINESS: None.

NEW BUSINESS:

1. Special Land Use Application by the Michigan Renaissance Festival to operate a Festival and other Events on parcel number 01-12-476-002 and 01-12-401-003 in an AGRE. Zoning District.
2. Site Plan Application by the Michigan Renaissance Festival to operate a Festival and other Events on parcel number 01-12-476-002 and 01-12-401-003 in an AGRE Zoning District.

REPORTS

PUBLIC COMMENT

ADJOURNMENT

## RULES FOR PUBLIC PARTICIPATION

Welcome to this public hearing. We appreciate your taking the time to present your opinions. Everyone will be given an opportunity to speak. In order for us to have an effective public hearing, we ask that you abide by the following rules:

1. Please wait for the Chairperson to acknowledge you before you speak.
2. Begin by stating your name and address.
3. Give us your comments, opinions, and concerns. Each speaker will have **3 minutes** to present during the public hearing.
4. Do not talk or interrupt while another person is speaking at the microphone.
5. The **commission does not respond directly to questions** during a public hearing. This is because the purpose of the public hearing is to provide time for the public to speak, not for the commission to discuss or debate the item at hand.
6. Please be respectful of the board, the applicant, and your neighbors.

Again, thank you for attending.



Holly Township  
Planning Commission – Regular Meeting  
Minutes of April 9, 2025

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**CALL TO ORDER:** Commissioner Mitchell called the regular meeting of the Holly Township Planning Commission to order at 6:30 p.m. Located at the Holly Township Offices (Upstairs), 102 Civic Drive, Holly, Michigan 48442

**PLEDGE OF ALLEGIANCE**

**Members Present**

Glen Mitchell  
Ray Kerton  
Ben Armstead  
Chuck Stoner  
Leslie Jorgensen  
Michael McCanney  
Derek Sommer

**Members Absent** – None.

**Others Present**

Karin Winchester, Clerk/Zoning Administrator  
Alexis Farrell, McKenna & Assoc.  
Joe Nawrocki, Trilogy Health

**AGENDA APPROVAL**

- **Motion by Sommer to approve the agenda as presented. Supported by Kerton. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**PUBLIC COMMENT:** For items on the agenda only.

Martin Andreski, 2105 Middle Ridge Drive addressed the Commission.

**PUBLIC HEARINGS:** None.

**APPROVAL OF MINUTES** – March 12, 2025

- **Motion by Commissioner Sommer to approve the minutes as presented. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion was carried 7/0.**

**COMMUNICATIONS:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS**

1. Site Plan Application from Trilogy Health Services 303 N. Hurstbourne Parkway, Suite 200, Louisville KY 40222 for a Planned Development that will consist of a convalescent home and independent living housing on Parcel Number 01-28-101-018.

Alexis Farrell, McKenna & Associates presented an overview of the process to date for new Commission members. The site plan application is for a 65,000 square foot, single story building with 84 units for a convalescent center with 86 beds. There will also be 30 villas on the back half of the site that will be constructed as attached condos. The reason for the amendment (New Business, Item 2) is because the site has changed slightly since the original approval. The applicant secured an additional 3 acres along the south side of the site that will mainly be used for storm water detention and at southeast they were able to add 2 additional villas. The Public Hearing has already been held. The reason for the planned development piece is that there are items that deviate from underlying zoning restrictions – a cupola that slightly exceeds height, some deviations from setbacks from internal drives. McKenna & Associates found the deviations acceptable. A pathway along the frontage is a benefit that the developers are offering. It fits into the Township's vision for creating pedestrian connections. There is also a pathway connection proposed to the northeast of the site to connect to future development on the neighboring parcel. The developers will seek separate approval for signs. The developers are not deviating from design standards. Parking slightly exceeds the requirements of the ordinance. A tree replacement program is not included in tonight's packet, so approval should be conditional on an agreeable program to be submitted to administration at a later date.

Joe Nawrocki, representing Trilogy Health, addressed the Commission. He addressed the following: the frontage pathway will be hot-mixed asphalt; there are 92 parking spaces for the campus which exceeds the ordinance requirement by 30 spaces; the primary drive will be hot-mixed asphalt (a heavy-duty product), there are many walkways on the property; there are two entrance drives. The additional acreage on the south will allow them to construct a storm water system that exceeds the county standards. All fire requirements for the site have been satisfied.

- **Motion by Commissioner Kerton to approve the Site Plan Application from Trilogy Health Services 303 N. Hurstbourne Parkway, Suite 200, Louisville KY 40222 for Planned Development that will consist of a convalescent home and independent living housing on Parcel Number 01-28-101-018 on the conditions noted in the McKenna letter dated April 1, 2025. Supported by Commissioner Sommer. A voice vote was taken. All present voted yes. The motion carried 7/0.**
- 2. Special Land Use Amendment for Trilogy Health Services 303 N. Hurstbourne Parkway, Suite 200, Louisville KY 40222 for the Approved Special Land Use for Planned Development that will consist of a convalescent home and independent living housing on Parcel Number 01-28-101-018,
  - **Motion by Commissioner McCanney to approve the Special Land Use Amendment for Trilogy Health Services 303 N. Hurstbourne Parkway, Suite 200, Louisville KY 40222 for the Approved Special Land Use for a Planned Development that will consist of a convalescent home and independent living housing on Parcel Number 01-28-101-018 based on their plans dated March 17, 2025 and based on our site plan review report dated April 1, 2025 on the condition that the compliant tree survey and replacement plan are submitted, which can be reviewed administratively. Supported by Commissioner Stoner. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**REPORTS** – No Reports.

**PUBLIC COMMENT**

Joe Nawrocki, Trilogy Health Services, addressed the Commission.

**ADJOURNMENT** – Chair Mitchell adjourned the meeting at 7:43 pm.

Submitted by Diane Hill, Recording Secretary

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Karin S. Winchester, Clerk







# Site Plan and Special Land Use Review

**TO:** Holly Township Planning Commission  
c/o Karin Winchester, Township Clerk  
102 Civic Drive,  
Holly Township, MI 48442

**FROM:** Alexis Farrell  
John Jackson, AICP

**SUBJECT:** Michigan Renaissance Festival 2025 – Review #1

**DATE:** June 3, 2025

Dear Planning Commissioners:

The Michigan Renaissance Festival (MRF) operates seven weekends a year starting in mid-August through the end of September. In 2001, the Township worked with the MRF to create permit conditions for an orderly annual review of this massive and unique event. The MRF contains over 300 acres, although about 75 acres are in neighboring Groveland Township. Traffic management improvements made since 2015 and the elimination of on-site camping in 2018 contribute to a much smoother operating season. In 2024, the Planning Commission approved the use with a variety of conditions, including:

1. Allow administrative review and approval for non-Michigan Renaissance Festival events on site with more than 1,000 attendees.
2. Allow administrative review and approval for documentation of a variety of operational items, such as dust control services, trash removal services, insurance coverage, vendor contact information and leases, and permits from the Township Building Official, Fire Department, Oakland County Health Department, or any other applicable Township official or regulatory body.
3. Attendance at regular meetings with Township officials, the Township Building Official, the North Oakland County Fire Department (NOCFA), and the Township Planning and Engineering consultants after the conclusion of the main festival season in October 2024 to discuss a timeline for completing the following items in order to obtain approval for the 2025 season.
4. The following items addressed by April 1, 2025:
  - a. Submission of revised, compliant site plans including up-to-date locations of all site features, all changes that have been made to the internal layout, such as drive lanes or internal roads, buildings, walkways, or other structures, up-to-date stormwater management plans, grading and drainage plans, and up-to-date traffic control plans.
  - b. Compliance with all condemnation notices issued by the Building Official and condemned structures marked as off-limits unless the applicant successfully obtains a Certificate of Occupancy from the Building Official.





- c. Development of a work plan and timeline for any outstanding site improvements as discussed with Township Officials that are required prior to the opening of the 2025 season.

To date, the applicant has met all the conditions from the 2024 approval. The Township continues to work and meet with the MRF staff and representatives to address on-going operational compliance concerns as noted in the NOCFA letters dated October 30, 2024, January 27, 2025, and March 3, 2025, and email from the Township Building Official dated May 8, 2025. Also included in your packets are several letters from the MRF regarding work plan progress updates.

## **2025 SPECIAL LAND USE REVIEW PROCESS**

We based our review of the Michigan Renaissance Festival (MRF) application for Site Plan Review and Special Land on the 2025 Site Plan and Special Land Use submission, correspondence from Renaissance Festival Manager Chip Schultz, previously mentioned documents from the Building Official and NOCFA, discussions between the Township and MRF, and the site plans dated April 2025. Additional comments on the plans can be found in the Site Plan Review section of this letter.

The Renaissance Festival seeks Special Land Use approval to conduct the annual seven-week festival beginning August 16, 2025, as well as 21 days spread throughout November and December 2025 for Hollydazzle. We are recommending that the approval be granted with the attached conditions, with the special land use permit expiring on June 11, 2025. If substantial changes are made to the site plan between the date of approval and the opening of the festival, a site plan shall be resubmitted to the Township for review and approval.

We reviewed the above referenced site plan and special land use applications along with the submitted response letters according to the Holly Township Zoning Ordinance, the Michigan Renaissance Festival Master Plan (dated 1989), past approvals, and sound planning practices. The subject site is zoned AGRE and has hosted the MRF since 1989. In 2023 the festival hosted 254,027 patrons during the main festival weekends and 5,933 patrons during Hollydazzle, and in 2024 hosted a total of 269,464 during the main festival weekends, and 7,119 during Hollydazzle.

We offer the following comments for your consideration.

## **SITE PLAN REVIEW**

### **Sec. 32-233. - Criteria of site plan review.**

- 1. The proposed use will not be injurious to the surrounding neighborhood.**

The Michigan Renaissance Festival has been held at this site for over thirty years. The festival will maintain the existing screening between properties and is committed to minimizing traffic impacts through an updated comprehensive traffic and parking management plan. In 2023, MRF hired a private parking company, Elite Parking Solutions Inc., which successfully reduced traffic on Dixie Highway during the 2023 and 2024 seasons. The submission indicates that the MRF will maintain private parking services in 2025. Additionally, the applicant collaborates closely with the Township to mitigate any negative effects on the surrounding neighborhood.

- 2. There is a proper relationship between major thoroughfares and proposed service drives, driveways and parking areas and provisions have been made for acceleration, deceleration and passing lanes or approaches to preserve the safety and convenience of pedestrian and vehicular traffic.**





The main entrances to the MRF are from Dixie Highway. The 2025 plan shows two entrances on the north and south sides of the festival offices and maintains the one-way out driveway and exit at the south end of the site on Dixie Highway, which was established in 2022. The MRF is currently continuing to make improvements along this exit drive, working with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to remediate wetland disturbance in the area and install culverts. The submission also includes signage plans for Dixie Highway and I-75 to direct traffic to the site.

The 2025 site plans also detail the existing parking and access to the festival grounds, including an internal perimeter drive around the southern parking area to allow for vehicle stacking. Additionally, the plan provides for a maneuvering lane within the grass parking area, a no-parking fire lane, and designated large vehicle parking for the festival.

The MRF presented a Traffic Management strategy to Groveland Township in May of 2023, which details plans to prevent traffic from stacking up along Dixie Highway and blocking access for the Groveland Township Fire Department. They presented a similar strategy in April 2024, and the Groveland Township Board granted the MRF a special use permit for the 2024 season on May 13<sup>th</sup>, 2024. For the 2025 season, the MRF sought a 3-year approval from Groveland Township at the Planning Commission (PC) meeting on May 19, 2025. Groveland Township's PC motioned to recommend that their Township Board approve this request. This item will be before Groveland Township's Board of Trustees on their June 9, 2025 meeting. We will follow up on the outcome of this to update Holly's PC at our June 11, 2025 meeting.

3. **The location of buildings, outside storage receptacles, parking areas, screen walls and utility areas are such that the adverse effects of such uses will be minimized for the occupants of that use and surrounding areas.**

The existing buildings and parking areas of the MRF are reasonably screened by the existing trees that help minimize the adverse effects of the festival for the occupants of the surrounding area.

4. **It provides for proper development of roads, easements and public utilities and protects the general health, safety, welfare and character of the township.**

There are two main internal roads for the site, the main road to the north that leads to the festival area and the south road loop that leads to parking, and ultimately back to Dixie Highway as an exit. The plan includes the location, and signage for, fire lanes throughout the site. These fire lanes must comply with the Fire Departments requirements for access, which we defer to NOCFA to address.

In 2018, the MRF began construction of a second entry into the festival, which is now fully operational. The main entrance on the north side was also widened to allow for two lanes of flow in and out of the site. In 2022, a third egress onto Dixie Highway was constructed as an exit-only drive at the very south of the property. This drive is nearly complete with the exception of several culverts being installed and wetland remediation carried out per EGLE requirements.

5. **It meets the requirements and standards for grading and surface drainage and for the design and construction of storm sewers, stormwater facilities, parking lots, driveways, water mains, sanitary sewers and for acceleration, deceleration and passing lanes or approaches as determined by the township engineers and set forth in the township design and construction standards.**

The 2025 site plan includes existing site grading and does not propose any changes at this time. It is important to understand the potential drainage patterns to determine any off-site impacts. Any future proposed changes or expansion of the festival must include proposed grading plans.





6. **Proper access to all portions of the site and all sides of any structure is provided. All structures or groups of structures shall be so arranged as to permit emergency vehicle access by some practical means to all sides. Site features such as, but not limited to, trees and other plant materials, fences, retaining walls, berms, outdoor furniture, outdoor structures, and natural and artificial water bodies shall be arranged to permit adequate emergency vehicle access.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Chief. Please refer to the Fire Chief's letters dated October 30, 2024, January 27, 2025, and March 3, 2025 for more information regarding emergency access.

7. **Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, groundwater and woodlands.**

In 2018, the festival removed trees to access the second entry and for an emergency access-only drive that is required by the Fire Department. Most of the site remains wooded. None of the trees removed are visible off site. The 2025 site plan does not show additional tree removal or cutting. Future tree removal will be subject to the Township's Woodland Protection Ordinance. Any future changes that include tree removal subject to the Woodland Protection Ordinance must be demonstrated on plans which will be reviewed in respect to natural feature preservation.

8. **The proposed development respects the natural topography to the maximum extent possible by minimizing the amount of cutting, filling and grading required.**

No changes to topography or grading are shown on the 2025 plans. Any future proposed changes must be shown on revised plans and will be re-evaluated in respect to this standard.

9. **The proposed development will not cause soil erosion or sedimentation.**

Grading or construction may require a Soil Erosion and Sedimentation Control (SESC) permit from the State of Michigan.

10. **Stormwater management systems and facilities will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible and will not substantially reduce or increase the natural retention or storage capacity of any wetland, water body or water course, or cause alterations which could increase flooding or water pollution on or off-site.**

A stormwater management plan has not been provided at this time. Once the MRF is prepared to construct the new proposed improvements for a second entrance on the west side of the site, a stormwater management plan should be included to ensure stormwater management is addressed in light of changes over the last several years and to demonstrate how the proposed improvements would affect the site area.

11. **Wastewater treatment systems, including on-site septic systems will be located and designed to minimize any potential degradation of surface water or groundwater quality.**

The property currently utilizes an on-site septic system for wastewater management. Currently, there are no plans or proposals to upgrade, modify, or expand the existing septic system. Any future changes to the



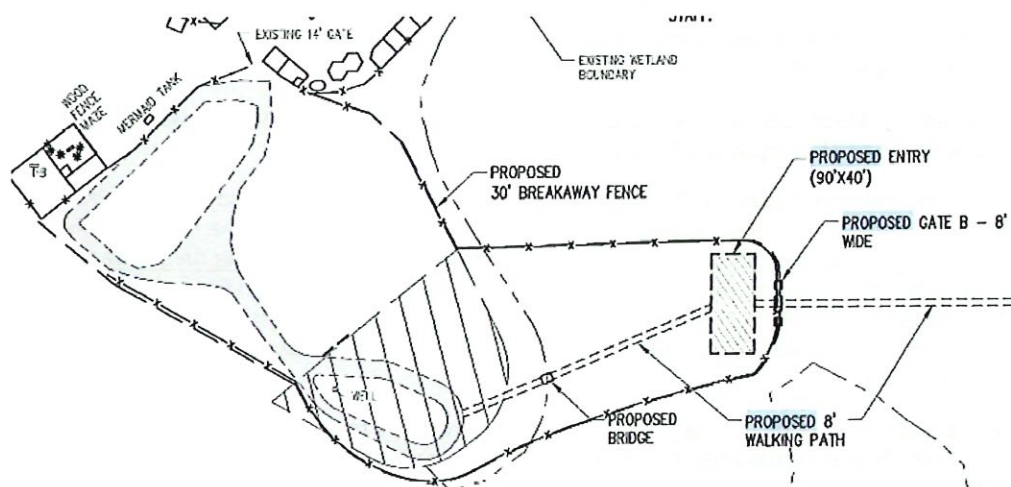
system should be included on updated site plans, which will be reviewed to ensure that this standard is met.

12. Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals will be designed to prevent spills and discharges of polluting materials to the surface of the ground, groundwater or nearby water bodies.

The applicant agrees that there will not be storage of hazardous materials or waste, fuels, salt, or chemicals. During a site walk in September 2024, while the festival was operating, there were noticeable issues with grease waste management. The MRF is working with the Building Official and NOCFA to address operational issues such as this through facility upgrades and weekly inspections during the festival operations.

13. The location of buildings, parking, drives, landscaping and other improvements on the site is appropriate and consistent with good design standards for the lot size, shape and general location.

Updated site plans, dated April 2025, have been provided. The location of all existing buildings, walkways, and driveways are noted. This includes existing infrastructure, and also a few proposed changes to the southwest area of the festival grounds to introduce a secondary entrance to the grounds. This includes the extension of the existing 30-foot breakaway fence, 8-foot wide gate, 8-foot wide walking paths and a bridge, as well as a 90 x 40 foot (3,600 square feet) gravel area for festival entrance operations.



Snippet from Sheet 3 of the site plans.

This additional pedestrian entrance to the festival grounds is supported by NOCFA to allow for a secondary pedestrian entrance and exit, which is especially important during emergencies. However, these changes are proposed in an existing floodplain and very close (if not projecting into) the wetlands. The MRF must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.





Additionally, the submission notes that building sizes are not accurate to scale. The MRF has committed to providing this and indicated that in the fall of 2025, their engineers and surveyors will be conducting a site-wide survey to capture existing dimensions and will provide a to-scale drawing. This must be submitted by December 1<sup>st</sup>, 2025.

- 14. Landscaping, including grass, trees, shrubs and other vegetation is provided to maintain and improve the aesthetic quality of the site and area.**

The applicant provides and maintains appropriate vegetation.

- 15. The proposed use follows all township ordinances and any other applicable laws.**

The use of the MRF is consistent with past reviews. Please see the Special Land Use criteria and review comments on the following pages.

### **SPECIAL LAND USE REVIEW**

Our review of the Special Land Use for the Michigan Renaissance Festival is based on the Master Plan for the Michigan Renaissance Festival, originally dated January 13, 1989, and as amended by revised drawings dated April 2025. Below is a list of the conditions that have been required for past approvals.

### **MRF MASTER PLAN**

- 1. Approval is based upon the Master Plan for the Michigan Renaissance Festival dated January 13, 1989 and as amended by revised drawings dated April 2025.**

The 2025 site plans submitted show existing features of the site, as well as several proposed changes. Please refer to the Site Plan Review section of this letter.

- 2. Appropriate building, electrical, plumbing and mechanical permits for the Township, Oakland County and the State of Michigan shall be maintained.**

The MRF is working with the Township Building Official to address outstanding compliance issues. The Building Official has provided correspondence dated May 8, 2025, which notes they are satisfied with the progress to date. This correspondence also indicates that the Building Official has given the MRF until August 1, 2026 to complete upgrades and address compliance issues based on inspections conducted during the 2024 season. The site will continue to be inspected by the Township Building Department for compliance as permits are pulled to address these items. We defer to the Building Official for additional information on this standard.

- 3. Appropriate food service, water supply, and sanitation permits from the Oakland County Health Department and Michigan Department of Health shall be maintained, with copies to Township.**

The applicant has stated that the Oakland County Health Department conducts inspections throughout the 7-week main festival. The MRF has indicated that they understand that they cannot open the Food Areas until the appropriate permits are issued.

- 4. The hours of operation shall be limited from 9:00 am to 7:00 pm for a period of seven (7) weekends, including Labor Day and School Day, starting approximately in mid-August and ending approximately September 30.**

The MRF will continue to operate under this condition, and the festival is scheduled to open this year on August 16th. The applicant desires permission to hold additional events outside of the festival. The





special use permit application indicates Hollydazzle, a winter holiday event, is being planned for the following dates in 2025:

- November 28, 29, and 30
- December 5, 6, 7, 12, 13, 14, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, and 31

It should be noted that in 2024, Hollydazzle was open until 10 PM on Fridays and Saturdays, and 9 PM on Sundays based on the MRF'S Hollydazzle website. The Special Land Use application notes that hours of operation are from 9:00 am to 7:00 pm, which are the hours that have been permitted for many years. These hours must be adhered to for both the main 7-week festival in the fall, as well as for Hollydazzle.

For any additional events larger than 1,000 attendees, operation time must be reviewed by staff, including the NOCFA to ensure the health, safety, and welfare of Township residents and visitors.

**5. Adequate trash disposal containers and collection services shall be provided to ensure the site is kept in a litter free condition during both operation and non-operational periods.**

The 2025 plans include a note on Sheet 3 regarding trash receptacles, which notes that 200 receptacles are placed throughout the site, 6 of which are located near the festival entrance. Additionally, the MRF has provided a copy of a signed agreement with the Hamady Middle / High School Marching Band, who will provide at least 15 "volunteers" at a minimum on festival days to gather and dispose of the garbage. The MRF pays the group who volunteers their time to raise funds for their uniforms, instruments, and repairs.

The trash receptacles are shown below in photos taken during the September 2024 site visit:



In years past, there have been complaints of these receptacles overflowing, resulting in litter spreading around the grounds. The MRF has shared that they are acquiring 100 additional receptacles to ensure proper waste management. If this continues to be an issue during the 2025 season, we recommend that the festival provide larger, sturdier receptacles to reduce the chance of litter and the frequency at which they must be emptied.



- 6. First-aid facilities and qualified medical personnel shall be provided during all periods of operation.**

The 2025 site plan notes that an ambulance will be on site during festival operation times, and identifies the first-aid building on the northwest end of the site.

- 7. The Festival organizers shall ensure that parking areas be occupied and utilized to the greatest extent.**

The applicant provided a parking management plan that keeps track of the number of vehicles entering and leaving the festival grounds. This will ensure that when the parking lots are full, traffic can efficiently be redirected to offsite areas using signage and attendants. The applicant hired a new parking management service in 2023 to organize cars and collect parking fees. The MRF will retain this service in 2025 after a successful process in 2023 and 2024.

- 8. The Festival buildings and booths shall not be used as dwellings for craftsman or any other participants, or in any other way that is in violation of Township Ordinances, without approval from Holly Township. No camping is permitted on-site (added 2018).**

The applicant agrees to this condition.

- 9. Landscaping shall be maintained along Lahring Road.**

In 2004, twenty evergreen trees were planted along Lahring Road to act as a screen. This landscaping appears to be maintained and still present.

- 10. Any discharges into the wetlands shall be clean and screened by a silt screen. The need for stormwater retention/ detentions plan and plan for discharge shall be determined on a year-to-year basis. Methods should be utilized to prevent tree damage due to soil compaction as well as other general public circumstances.**

The applicant has agreed to this condition. Any major proposed construction in the future will be required to meet this standard.

- 11. Annual inspections and approvals of Festivals by appropriate Fire Safety personnel shall be required.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Marshal. All required permits will be handled through NOCFA.

- 12. Extinguisher systems shall be installed in all MRF buildings to protect against fire.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Marshal. The Fire Marshal will confirm the location of extinguishers.

- 13. Blast furnace for glass blower and other open flame crafts must be extinguished each night and not left unattended for any reason.**

The applicant has agreed to this condition.

- 14. No electrical cords shall be run to individual craft sites creating a fire hazard.**

The applicant agrees to prevent electrical cords being run to individual craft sites.

- 15. The MRF shall provide an ambulance on site during operational times.**





The applicant agrees with this condition. A note exists on Sheet 3 of the 2025 site plans stating that an ambulance will be on site during operational times. In the application submission, there is also a note stating that Groveland Fire will be on site for medical assistance.

- 16. Adequate off and on-premises security and law enforcement personnel shall be provided to ensure safe and efficient traffic crowd control and enforcement of liquor laws. Further, the Festival shall have deputy sheriff on the corner of Lahring Road and Dixie Highway to ensure ingress and egress for residents along Lahring Road.**

The applicant agrees with this condition. The MRF will have an Oakland County Sheriff's Office (OCSO) at Lahring whenever there is traffic. The contract provides for total of 16-24 deputies per event date. The applicant shall comply with all applicable State of Michigan licensing requirements. The MRF seeks a 3-year contract with OCSO for 2025 which is subject to the Board of Commissioners approval. Documentation of this approval in the form of an executed agreement must be submitted prior to the start of the 2025 season.

- 17. All drives and parking areas shall be treated on a regular basis to control dust. During non-operational periods, parking areas shall be reseeded with grass to ensure stabilization and erosion and dust control.**

The 2025 site plans note on Sheet 3 that dust control will be provided a minimum of 4 times throughout the festival and additionally if required due to dry weather conditions. A receipt from Sunbelt rentals has been submitted demonstrating rental of a water trailer for treatment of gravel and unpaved drives between August 13, 2025 to October 1, 2025.

- 18. A maximum of 9,256 vehicles shall be allowed within all parking areas, including Mt. Holly, at any one time. Once the limit of 9,256 cars is reached the electronic changeable letter signs will begin to display a message to incoming vehicles that the Festival parking is at capacity. This system will allow the Festival to ensure that this maximum number is monitored and enforced.**

Included in the submission was a parking lot capacity protocol. In the event that parking reaches full capacity, festival staff will deploy proper signage and coordinate with OCSO to redirect vehicles.

However, Sheet 2 on the 2025 site plans indicate that there are a total of 9,563 parking spaces.

- 19. The MRF shall provide a traffic and parking management plan. Parking attendants will keep track of the number of vehicles entering and exiting. Changeable copy signs will be used to direct traffic to offsite parking when the parking on the festival grounds is full. Generator signs with changeable letters shall be used to direct traffic and provide timely information to incoming Festival patrons. This may include notices that total number of parking vehicles is approaching the on-site vehicle limit.**

The applicant has agreed with this condition. A changeable letter sign will also be placed on I-75. The site plan identifies the location of the offsite signage for the festival.

- 20. Traffic shall be kept to a minimum in and out of the Festival at night.**

The applicant agrees with this condition. To ensure that emergency vehicles can access Dixie Highway, the festival has provided a plan that includes important contact phone numbers and the procedure for diverting traffic.

- 21. Additional sidewalks or boardwalk areas shall be provided to improve pedestrian flow and post a crossing guard to help pedestrians across the main traffic lanes.**



As mentioned in the Site Plan Review section of this letter, a secondary entrance to the festival grounds and pedestrian pathways and bridge are proposed in the 2025 site plans in the southwest region of the site. As stated previously, the MRF must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.

- 22. All loudspeakers, public address mechanisms, generators and refrigerators, shall be directed to result in the least possible impact upon adjoining uses, with particular regard to residential uses.**

The applicant agrees with this condition.

- 23. The MRF shall submit an annual site plan by April 1st of each festival year and all applicable review fees paid.**

The applicant has met with the Township several times following the conclusion of the 2024 season. The applicant submitted the 2025 application form and fee on April 8<sup>th</sup>, 2025 which was agreed upon during meetings with the MRF and Township. The submission included a revised site plan dated April 1<sup>st</sup>, 2025. The site plan does not include to-scale depictions of the various structures on the property, which the MRF commits to providing by the end of 2025. To create this up-to-date plan with to-scale drawings, the MRF's engineer and surveyor will use drone sensor mapping to inventory existing structures, which must be done in the fall. Should the updated site plan not be submitted by the end of 2025, the applicant risks not obtaining necessary approvals in time to open the festival for 2026. The applicant must provide this plan by December 1, 2025, and all necessary submission materials for the 2026 season by April 1<sup>st</sup>, 2026 for next year's approval process to ensure they obtain necessary permits and inspections ahead of the events.

- 24. Holly Township shall be named as an additional insured on the Renaissance Festival insurance policy, at a minimum value of \$3,000,000.**

Insurance documents included in this year's submission meet requirements, however they expire on November 1, 2025. The insurance policy is renewed on an annual basis. As such, prior to the expiration of the current policy on November 1, 2025, the applicant must provide insurance documentation verifying they have coverage for the winter event, Hollydazzle, with Holly Township listed as an additional insured. Until the Township receives these, they may not be allowed to operate following the expiration of the insurance policy.

- 25. Sign application and fees shall be paid by the MRF for the large Road Commission type message boards.**

This will be completed prior to any operations by the festival.

- 26. The MRF shall keep track of visitors entering and existing the site to control maximum occupancy and provide updated attendance figures.**

The applicant has provided attendance counts for previous festivals in the years of 2019, 2021, 2022, 2023, and 2024.

- 27. The MRF shall provide copies of all leases for any booths, buildings, or any other enclosed space being leased by others, within the Festival property.**

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.





28. The MRF shall include language in all of the booth/building leases, which specifically confirms the ability of the Township and its inspector and agents to inspect all buildings and booths within the Festival property for compliance with all applicable building, electrical, plumbing, these inspections may take place at any time during which the Festival is open to the public without notice (added in 2012).

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.

29. All booth/building leases shall include a provision that guarantees a key to all leased facilities for the MRF. The MRF agrees that the Township will be able to obtain any keys necessary to access any leased facilities in accordance with the inspection provisions above.

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.

30. All required Building Use inspections for any part of the Festival property shall be completed at least one week before the Festival is open to the public.

The Building Official completed 2024 inspections during the season, and a variety of outstanding items to address have been provided in writing to the MRF and its vendors. Per the Building Official's email dated May 8<sup>th</sup>, 2025, the MRF is obtaining permits and working towards an agreed upon August 1<sup>st</sup>, 2026 completion deadline. Some progress has been made to date which the Building Official is satisfied with. On-going inspections will occur, and any areas deemed condemnable or unsafe for the public health, safety, and welfare will not be permitted to open in the 2025 season.

31. The MRF shall comply with any additional conditions as determined by the Building Inspector, Electrical Inspector, and Fire Chief as a result of future inspections.

We defer to the Township Building Official and Fire Marshal and Chief, who have all verified that the on-going progress made by the MRF is suitable to this point and will be monitoring progress as the August 1<sup>st</sup>, 2026 deadline approaches. On-going building inspections will occur, and NOCFA maintains a constant presence during the main festival operations. Any areas deemed condemnable or unsafe for public health, safety, and welfare will not be permitted to open in the 2025 season.

32. Per the September 21, 2015, letter sent by Groveland Township, a traffic and parking analysis study shall be provided with the following information:

- Analysis on the appropriate directional signage, both on and off site;
- Number of sheriff deputies necessary to manage traffic;
- Identify the total number of parking spaces available for the festival;
- Whether physical delineation of parking aisles is necessary;
- Total estimated parking demand on a per day and per hour basis (account for the large swing in usage);
- Parking management plan to maximize parking utilization and minimize conflicting traffic patterns;
- Level of Service (LOS) at all impacted intersections;
- Revised and accurate plan; and
- The basis for determining the amount for escrow to cover the payment for traffic signage and sheriff deputies.





Although the applicant has not provided a report with the above required information, they did furnish a detailed traffic and parking presentation addressing past traffic and parking issues. The applicant will work with the Oakland County Sheriff's Office to maintain access to the Lahring Road residents and to the nearby Fire Station. The parking plan has been in effect for three seasons and there has been a noticeable improvement in traffic conditions along Dixie Highway. All further concerns with this review standards are being addressed by Groveland Township, whose Board will consider granting the MRF a special use permit for the 2025 season on June 9, 2025. We will follow up on the outcome of that meeting prior to Holly's meeting on June 11, 2025 to provide an update to the Planning Commission. Any future revised site plan shall indicate compliance with these conditions.

## **SECTION 32-33 SPECIAL USES**

In addition to the above conditions, the Township's zoning ordinance has the following standards to review all Special Land Use requests:

### **(c) Basis of Determinations**

- 1. Will be harmonious and in accordance with the general objectives or any specific objectives of the Township Master Plan and will be compatible with the natural environment.**

The Michigan Renaissance Festival's continued use of the site aligns directly with the currently adopted 2024 Holly Township Master Plan's designation of the area, which is Institutional/Local Recreation.

- 2. Will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area. Will not be hazardous or disturbing to existing or future nearby uses.**

The activities contained to the existing MRF site are designed, constructed, operated, and maintained to be harmonious with the area. The MRF made improvements to their traffic and parking plan to help reduce off-site impacts.

- 3. Will be compatible with adjacent uses of land and will promote the use of land in a socially and economically desirable manner.**

The MRF's proposal aligns with neighboring properties by addressing potential traffic issues through ongoing support from a private parking management company, Elite Parking Services Inc., and the implementation of screening measures in parking zones.

- 4. Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will provide adequately any such service or facility.**

The proposed use does not place an increased demand on emergency and medical personnel from years prior. The plan presented by the MRF reduces the demand for these services to the extent practical, allowing for the site to be adequately serviced and public health, safety, and welfare maintained. The submission also includes draft agreements with Oakland County Sheriff's Office to provide additional services for the festival to ensure proper coverage, which will be finalized before the start of the season.

- 5. Will not create excessive additional public costs and will not significantly decrease property values of surrounding properties.**



The MRF has worked with the Township and Oakland County Sheriff's Office (OCSO) to limit public costs and pays for additional coverage by the OCSO which is demonstrated in their submission. The existing MRF site has been screened with trees to limit the effect on nearby properties.

**6. Will meet all the requirements and standards of this chapter and any other applicable laws, standards, ordinances, and/or regulations.**

Compliance with all requirements and standards outlined in the Special Uses chapter, as well as compliance with any other applicable laws, standards, ordinances, and regulations, have been met at this time as outlined in this review. Outstanding operational items, such as compliance with the Township's business license requirements and on-going Fire and Building code issues, are being monitored and resolved on an on-going basis with the Fire Chief, Building Official, Zoning Administrator, Township Planner, and other regulatory bodies (such as EGLE, Oakland County Health Department, etc.) as necessary. Inspections and reviews that have yet to be completed will be recorded for on-going review of the festival's compliance. Special use permit approval should be conditional on the positive outcome of these on-going inspections and additional reviews. Should the MRF be in violation of the agreed upon compliance work plan, sections or the entirety of the festival may be at risk of condemnation or the Special Land Use permit may be revoked.





## RECOMMENDATION

Based on our review of submitted materials, there are several items that must be addressed in the short and long term. Subject to the results of the public hearing, we are recommending approval of the site plan request subject to the approval of the accompanying special land use request.

We recommend approval of the special land use permit request for the 2025 season subject to the following conditions:

1. Allow administrative review and approval for events not noted in the 2025 application held on site with more than 1,000 attendees.
2. Allow administrative review and approval for the following, which the applicant must submit by July 31st, 2025. Any delay on their part may result in delayed opening of the festival for the 2025 season:
  - a. The applicant must provide a copy of the approved, executed contract with the OCSO for the 2025 season.
  - b. The applicant must comply with and receive approvals from the Building and Fire Departments and obtain the appropriate Oakland County permits for on-going site improvements.
  - c. The applicant must obtain appropriate food service, water supply, and sanitation permits from the Oakland County Health Department and Michigan Department of Health and provide copies to Township.
3. Hours of operation for the all festival operations, including the main 7-week festival and Hollydazzle, must be confined to 9:00 am to 7:00 pm per the special land use permit.
4. Following the site-wide survey to capture existing, accurate dimensions of all site buildings and features in the fall of 2025, the applicant must provide a to-scale drawing of the site. This must be submitted by December 1st, 2025 for administrative approval.
5. The applicant must provide insurance documentation once current coverage expires on November 1, 2025 verifying they have coverage for the winter event, Hollydazzle, with Holly Township listed as an additional insured.
6. The applicant must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction of the second entrance on the west side of the site. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.
7. The applicant must continue to meet with Township officials, the Township Building Official, the North Oakland County Fire Department, and the Township Planning and Engineering consultants on an on-going basis to discuss a timeline for completing the following items in order to maintain their Special Use permit:
  - a. The applicant shall comply with all condemnation notices issued by the Building Official and condemned structures shall be off-limits unless the applicant successfully obtains a Certificate of Occupancy from the Building Official.
  - b. The applicant shall work with the Township officials to address a variety of outstanding code violations and necessary site improvements, which have been provided in writing to the MRF, by August 1<sup>st</sup>, 2026 completion deadline.



8. Planning Commission approval of this application shall remain in effect for one calendar year. Should the applicant not meet the conditions of approval, their Special Use permit may be revoked per Section 32-33 of the Holly Township Zoning Ordinance.

To aid you in making a motion, we have provided recommended language below:

**Site Plan:**

*Motion to approve the site plan for the Michigan Renaissance Festival at 12600 Dixie Highway, Holly, MI 48442 based on the plans dated April 1, 2025, conditioned on the approval of the special land use permit request.*

**Special Land Use:**

*Motion to approve the special use requests for the operation of the Michigan Renaissance Festival at 12600 Dixie Highway, Holly, MI 48442 subject to the eight conditions outlined in the Planner's report dated June 3, 2025, on the findings of fact that:*

- a) The operation of the site will be harmonious and in accordance with the general and specific objectives of the Township master plan, and will be compatible with the natural environment based on the site design and operational regulations put in place by the Festival.*
- b) The site is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.*
- c) The site and operation are not hazardous or disturbing to existing or future nearby uses based on the landscape buffering and operational regulations such as parking management put in place by the Festival.*
- d) The site and operation are compatible with adjacent uses of land and will promote the use of land in a socially and economically desirable manner, based on the landscape buffering and operational regulations such as parking management put in place by the Festival.*
- e) The site and operation are served adequately by essential public services and facilities that the Michigan Renaissance Festival provides and facilitates through contracts with the Oakland County Sheriff's Office, and services provided by the North Oakland County Fire Authority and Groveland Township Fire Department adequately any such service or facility.*
- f) The site and operation will not create excessive additional public costs and will not significantly decrease property values of surrounding properties, based on the continuing investment into the site and its long-standing history in the Township.*
- g) The site and operation meets all the requirements and standards of the Holly Township Zoning Ordinance and other applicable laws, standards, ordinances, and/or regulations.*

We will be in attendance at the June 11<sup>th</sup>, 2025, Planning Commission meeting to discuss any questions you may have.

Respectfully Submitted,

**MCKENNA**



John Jackson, AICP, NCI  
President

Alexis Farrell, NCI  
Senior Planner

c: Karin Winchester, Township Clerk, Zoning Administrator  
George Kullis, Township Supervisor  
Scott Herzberg, Building Official  
North Oakland County Fire Department (NOCFA)





# Site Plan and Special Land Use Review

**TO:** Holly Township Planning Commission  
c/o Karin Winchester, Township Clerk  
102 Civic Drive,  
Holly Township, MI 48442

**FROM:** Alexis Farrell  
John Jackson, AICP

**SUBJECT:** Michigan Renaissance Festival 2025 – Review #1

**DATE:** June 3, 2025

Dear Planning Commissioners:

The Michigan Renaissance Festival (MRF) operates seven weekends a year starting in mid-August through the end of September. In 2001, the Township worked with the MRF to create permit conditions for an orderly annual review of this massive and unique event. The MRF contains over 300 acres, although about 75 acres are in neighboring Groveland Township. Traffic management improvements made since 2015 and the elimination of on-site camping in 2018 contribute to a much smoother operating season. In 2024, the Planning Commission approved the use with a variety of conditions, including:

1. Allow administrative review and approval for non-Michigan Renaissance Festival events on site with more than 1,000 attendees.
2. Allow administrative review and approval for documentation of a variety of operational items, such as dust control services, trash removal services, insurance coverage, vendor contact information and leases, and permits from the Township Building Official, Fire Department, Oakland County Health Department, or any other applicable Township official or regulatory body.
3. Attendance at regular meetings with Township officials, the Township Building Official, the North Oakland County Fire Department (NOCFA), and the Township Planning and Engineering consultants after the conclusion of the main festival season in October 2024 to discuss a timeline for completing the following items in order to obtain approval for the 2025 season.
4. The following items addressed by April 1, 2025:
  - a. Submission of revised, compliant site plans including up-to-date locations of all site features, all changes that have been made to the internal layout, such as drive lanes or internal roads, buildings, walkways, or other structures, up-to-date stormwater management plans, grading and drainage plans, and up-to-date traffic control plans.
  - b. Compliance with all condemnation notices issued by the Building Official and condemned structures marked as off-limits unless the applicant successfully obtains a Certificate of Occupancy from the Building Official.



- c. Development of a work plan and timeline for any outstanding site improvements as discussed with Township Officials that are required prior to the opening of the 2025 season.

To date, the applicant has met all the conditions from the 2024 approval. The Township continues to work and meet with the MRF staff and representatives to address on-going operational compliance concerns as noted in the NOCFA letters dated October 30, 2024, January 27, 2025, and March 3, 2025, and email from the Township Building Official dated May 8, 2025. Also included in your packets are several letters from the MRF regarding work plan progress updates.

## **2025 SPECIAL LAND USE REVIEW PROCESS**

We based our review of the Michigan Renaissance Festival (MRF) application for Site Plan Review and Special Land on the 2025 Site Plan and Special Land Use submission, correspondence from Renaissance Festival Manager Chip Schultz, previously mentioned documents from the Building Official and NOCFA, discussions between the Township and MRF, and the site plans dated April 2025. Additional comments on the plans can be found in the Site Plan Review section of this letter.

The Renaissance Festival seeks Special Land Use approval to conduct the annual seven-week festival beginning August 16, 2025, as well as 21 days spread throughout November and December 2025 for Hollydazzle. We are recommending that the approval be granted with the attached conditions, with the special land use permit expiring on June 11, 2025. If substantial changes are made to the site plan between the date of approval and the opening of the festival, a site plan shall be resubmitted to the Township for review and approval.

We reviewed the above referenced site plan and special land use applications along with the submitted response letters according to the Holly Township Zoning Ordinance, the Michigan Renaissance Festival Master Plan (dated 1989), past approvals, and sound planning practices. The subject site is zoned AGRE and has hosted the MRF since 1989. In 2023 the festival hosted 254,027 patrons during the main festival weekends and 5,933 patrons during Hollydazzle, and in 2024 hosted a total of 269,464 during the main festival weekends, and 7,119 during Hollydazzle.

We offer the following comments for your consideration.

## **SITE PLAN REVIEW**

### **Sec. 32-233. - Criteria of site plan review.**

#### **1. The proposed use will not be injurious to the surrounding neighborhood.**

The Michigan Renaissance Festival has been held at this site for over thirty years. The festival will maintain the existing screening between properties and is committed to minimizing traffic impacts through an updated comprehensive traffic and parking management plan. In 2023, MRF hired a private parking company, Elite Parking Solutions Inc., which successfully reduced traffic on Dixie Highway during the 2023 and 2024 seasons. The submission indicates that the MRF will maintain private parking services in 2025. Additionally, the applicant collaborates closely with the Township to mitigate any negative effects on the surrounding neighborhood.

#### **2. There is a proper relationship between major thoroughfares and proposed service drives, driveways and parking areas and provisions have been made for acceleration, deceleration and passing lanes or approaches to preserve the safety and convenience of pedestrian and vehicular traffic.**





The main entrances to the MRF are from Dixie Highway. The 2025 plan shows two entrances on the north and south sides of the festival offices and maintains the one-way out driveway and exit at the south end of the site on Dixie Highway, which was established in 2022. The MRF is currently continuing to make improvements along this exit drive, working with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to remediate wetland disturbance in the area and install culverts. The submission also includes signage plans for Dixie Highway and I-75 to direct traffic to the site.

The 2025 site plans also detail the existing parking and access to the festival grounds, including an internal perimeter drive around the southern parking area to allow for vehicle stacking. Additionally, the plan provides for a maneuvering lane within the grass parking area, a no-parking fire lane, and designated large vehicle parking for the festival.

The MRF presented a Traffic Management strategy to Groveland Township in May of 2023, which details plans to prevent traffic from stacking up along Dixie Highway and blocking access for the Groveland Township Fire Department. They presented a similar strategy in April 2024, and the Groveland Township Board granted the MRF a special use permit for the 2024 season on May 13<sup>th</sup>, 2024. For the 2025 season, the MRF sought a 3-year approval from Groveland Township at the Planning Commission (PC) meeting on May 19, 2025. Groveland Township's PC motioned to recommend that their Township Board approve this request. This item will be before Groveland Township's Board of Trustees on their June 9, 2025 meeting. We will follow up on the outcome of this to update Holly's PC at our June 11, 2025 meeting.

3. **The location of buildings, outside storage receptacles, parking areas, screen walls and utility areas are such that the adverse effects of such uses will be minimized for the occupants of that use and surrounding areas.**

The existing buildings and parking areas of the MRF are reasonably screened by the existing trees that help minimize the adverse effects of the festival for the occupants of the surrounding area.

4. **It provides for proper development of roads, easements and public utilities and protects the general health, safety, welfare and character of the township.**

There are two main internal roads for the site, the main road to the north that leads to the festival area and the south road loop that leads to parking, and ultimately back to Dixie Highway as an exit. The plan includes the location, and signage for, fire lanes throughout the site. These fire lanes must comply with the Fire Departments requirements for access, which we defer to NOCFA to address.

In 2018, the MRF began construction of a second entry into the festival, which is now fully operational. The main entrance on the north side was also widened to allow for two lanes of flow in and out of the site. In 2022, a third egress onto Dixie Highway was constructed as an exit-only drive at the very south of the property. This drive is nearly complete with the exception of several culverts being installed and wetland remediation carried out per EGLE requirements.

5. **It meets the requirements and standards for grading and surface drainage and for the design and construction of storm sewers, stormwater facilities, parking lots, driveways, water mains, sanitary sewers and for acceleration, deceleration and passing lanes or approaches as determined by the township engineers and set forth in the township design and construction standards.**

The 2025 site plan includes existing site grading and does not propose any changes at this time. It is important to understand the potential drainage patterns to determine any off-site impacts. Any future proposed changes or expansion of the festival must include proposed grading plans.





6. **Proper access to all portions of the site and all sides of any structure is provided. All structures or groups of structures shall be so arranged as to permit emergency vehicle access by some practical means to all sides. Site features such as, but not limited to, trees and other plant materials, fences, retaining walls, berms, outdoor furniture, outdoor structures, and natural and artificial water bodies shall be arranged to permit adequate emergency vehicle access.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Chief. Please refer to the Fire Chief's letters dated October 30, 2024, January 27, 2025, and March 3, 2025 for more information regarding emergency access.

7. **Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, groundwater and woodlands.**

In 2018, the festival removed trees to access the second entry and for an emergency access-only drive that is required by the Fire Department. Most of the site remains wooded. None of the trees removed are visible off site. The 2025 site plan does not show additional tree removal or cutting. Future tree removal will be subject to the Township's Woodland Protection Ordinance. Any future changes that include tree removal subject to the Woodland Protection Ordinance must be demonstrated on plans which will be reviewed in respect to natural feature preservation.

8. **The proposed development respects the natural topography to the maximum extent possible by minimizing the amount of cutting, filling and grading required.**

No changes to topography or grading are shown on the 2025 plans. Any future proposed changes must be shown on revised plans and will be re-evaluated in respect to this standard.

9. **The proposed development will not cause soil erosion or sedimentation.**

Grading or construction may require a Soil Erosion and Sedimentation Control (SESC) permit from the State of Michigan.

10. **Stormwater management systems and facilities will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible and will not substantially reduce or increase the natural retention or storage capacity of any wetland, water body or water course, or cause alterations which could increase flooding or water pollution on or off-site.**

A stormwater management plan has not been provided at this time. Once the MRF is prepared to construct the new proposed improvements for a second entrance on the west side of the site, a stormwater management plan should be included to ensure stormwater management is addressed in light of changes over the last several years and to demonstrate how the proposed improvements would affect the site area.

11. **Wastewater treatment systems, including on-site septic systems will be located and designed to minimize any potential degradation of surface water or groundwater quality.**

The property currently utilizes an on-site septic system for wastewater management. Currently, there are no plans or proposals to upgrade, modify, or expand the existing septic system. Any future changes to the





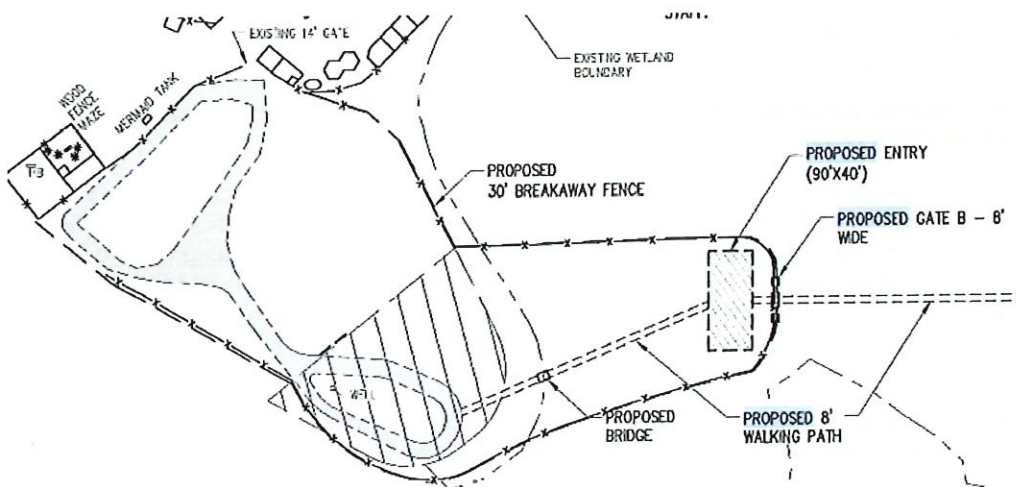
system should be included on updated site plans, which will be reviewed to ensure that this standard is met.

12. Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals will be designed to prevent spills and discharges of polluting materials to the surface of the ground, groundwater or nearby water bodies.

The applicant agrees that there will not be storage of hazardous materials or waste, fuels, salt, or chemicals. During a site walk in September 2024, while the festival was operating, there were noticeable issues with grease waste management. The MRF is working with the Building Official and NOCFA to address operational issues such as this through facility upgrades and weekly inspections during the festival operations.

13. The location of buildings, parking, drives, landscaping and other improvements on the site is appropriate and consistent with good design standards for the lot size, shape and general location.

Updated site plans, dated April 2025, have been provided. The location of all existing buildings, walkways, and driveways are noted. This includes existing infrastructure, and also a few proposed changes to the southwest area of the festival grounds to introduce a secondary entrance to the grounds. This includes the extension of the existing 30-foot breakaway fence, 8-foot wide gate, 8-foot wide walking paths and a bridge, as well as a 90 x 40 foot (3,600 square feet) gravel area for festival entrance operations.



*Snippet from Sheet 3 of the site plans.*

This additional pedestrian entrance to the festival grounds is supported by NOCFA to allow for a secondary pedestrian entrance and exit, which is especially important during emergencies. However, these changes are proposed in an existing floodplain and very close (if not projecting into) the wetlands. The MRF must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.



Additionally, the submission notes that building sizes are not accurate to scale. The MRF has committed to providing this and indicated that in the fall of 2025, their engineers and surveyors will be conducting a site-wide survey to capture existing dimensions and will provide a to-scale drawing. This must be submitted by December 1<sup>st</sup>, 2025.

14. **Landscaping, including grass, trees, shrubs and other vegetation is provided to maintain and improve the aesthetic quality of the site and area.**

The applicant provides and maintains appropriate vegetation.

15. **The proposed use follows all township ordinances and any other applicable laws.**

The use of the MRF is consistent with past reviews. Please see the Special Land Use criteria and review comments on the following pages.

### **SPECIAL LAND USE REVIEW**

Our review of the Special Land Use for the Michigan Renaissance Festival is based on the Master Plan for the Michigan Renaissance Festival, originally dated January 13, 1989, and as amended by revised drawings dated April 2025. Below is a list of the conditions that have been required for past approvals.

### **MRF MASTER PLAN**

1. **Approval is based upon the Master Plan for the Michigan Renaissance Festival dated January 13, 1989 and as amended by revised drawings dated April 2025.**

The 2025 site plans submitted show existing features of the site, as well as several proposed changes. Please refer to the Site Plan Review section of this letter.

2. **Appropriate building, electrical, plumbing and mechanical permits for the Township, Oakland County and the State of Michigan shall be maintained.**

The MRF is working with the Township Building Official to address outstanding compliance issues. The Building Official has provided correspondence dated May 8, 2025, which notes they are satisfied with the progress to date. This correspondence also indicates that the Building Official has given the MRF until August 1, 2026 to complete upgrades and address compliance issues based on inspections conducted during the 2024 season. The site will continue to be inspected by the Township Building Department for compliance as permits are pulled to address these items. We defer to the Building Official for additional information on this standard.

3. **Appropriate food service, water supply, and sanitation permits from the Oakland County Health Department and Michigan Department of Health shall be maintained, with copies to Township.**

The applicant has stated that the Oakland County Health Department conducts inspections throughout the 7-week main festival. The MRF has indicated that they understand that they cannot open the Food Areas until the appropriate permits are issued.

4. **The hours of operation shall be limited from 9:00 am to 7:00 pm for a period of seven (7) weekends, including Labor Day and School Day, starting approximately in mid-August and ending approximately September 30.**

The MRF will continue to operate under this condition, and the festival is scheduled to open this year on August 16th. The applicant desires permission to hold additional events outside of the festival. The





special use permit application indicates Hollydazzle, a winter holiday event, is being planned for the following dates in 2025:

- November 28, 29, and 30
- December 5, 6, 7, 12, 13, 14, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, and 31

It should be noted that in 2024, Hollydazzle was open until 10 PM on Fridays and Saturdays, and 9 PM on Sundays based on the MRF'S Hollydazzle website. The Special Land Use application notes that hours of operation are from 9:00 am to 7:00 pm, which are the hours that have been permitted for many years. These hours must be adhered to for both the main 7-week festival in the fall, as well as for Hollydazzle.

For any additional events larger than 1,000 attendees, operation time must be reviewed by staff, including the NOCFA to ensure the health, safety, and welfare of Township residents and visitors.

**5. Adequate trash disposal containers and collection services shall be provided to ensure the site is kept in a litter free condition during both operation and non-operational periods.**

The 2025 plans include a note on Sheet 3 regarding trash receptacles, which notes that 200 receptacles are placed throughout the site, 6 of which are located near the festival entrance. Additionally, the MRF has provided a copy of a signed agreement with the Hamady Middle / High School Marching Band, who will provide at least 15 "volunteers" at a minimum on festival days to gather and dispose of the garbage. The MRF pays the group who volunteers their time to raise funds for their uniforms, instruments, and repairs.

The trash receptacles are shown below in photos taken during the September 2024 site visit:



In years past, there have been complaints of these receptacles overflowing, resulting in litter spreading around the grounds. The MRF has shared that they are acquiring 100 additional receptacles to ensure proper waste management. If this continues to be an issue during the 2025 season, we recommend that the festival provide larger, sturdier receptacles to reduce the chance of litter and the frequency at which they must be emptied.



- 6. First-aid facilities and qualified medical personnel shall be provided during all periods of operation.**

The 2025 site plan notes that an ambulance will be on site during festival operation times, and identifies the first-aid building on the northwest end of the site.

- 7. The Festival organizers shall ensure that parking areas be occupied and utilized to the greatest extent.**

The applicant provided a parking management plan that keeps track of the number of vehicles entering and leaving the festival grounds. This will ensure that when the parking lots are full, traffic can efficiently be redirected to offsite areas using signage and attendants. The applicant hired a new parking management service in 2023 to organize cars and collect parking fees. The MRF will retain this service in 2025 after a successful process in 2023 and 2024.

- 8. The Festival buildings and booths shall not be used as dwellings for craftsman or any other participants, or in any other way that is in violation of Township Ordinances, without approval from Holly Township. No camping is permitted on-site (added 2018).**

The applicant agrees to this condition.

- 9. Landscaping shall be maintained along Lahring Road.**

In 2004, twenty evergreen trees were planted along Lahring Road to act as a screen. This landscaping appears to be maintained and still present.

- 10. Any discharges into the wetlands shall be clean and screened by a silt screen. The need for stormwater retention/ detentions plan and plan for discharge shall be determined on a year-to-year basis. Methods should be utilized to prevent tree damage due to soil compaction as well as other general public circumstances.**

The applicant has agreed to this condition. Any major proposed construction in the future will be required to meet this standard.

- 11. Annual inspections and approvals of Festivals by appropriate Fire Safety personnel shall be required.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Marshal. All required permits will be handled through NOCFA.

- 12. Extinguisher systems shall be installed in all MRF buildings to protect against fire.**

This item will be subject to the review of the North Oakland County Fire Department (NOCFA) Fire Marshal. The Fire Marshal will confirm the location of extinguishers.

- 13. Blast furnace for glass blower and other open flame crafts must be extinguished each night and not left unattended for any reason.**

The applicant has agreed to this condition.

- 14. No electrical cords shall be run to individual craft sites creating a fire hazard.**

The applicant agrees to prevent electrical cords being run to individual craft sites.

- 15. The MRF shall provide an ambulance on site during operational times.**





The applicant agrees with this condition. A note exists on Sheet 3 of the 2025 site plans stating that an ambulance will be on site during operational times. In the application submission, there is also a note stating that Groveland Fire will be on site for medical assistance.

- 16. Adequate off and on-premises security and law enforcement personnel shall be provided to ensure safe and efficient traffic crowd control and enforcement of liquor laws. Further, the Festival shall have deputy sheriff on the corner of Lahring Road and Dixie Highway to ensure ingress and egress for residents along Lahring Road.**

The applicant agrees with this condition. The MRF will have an Oakland County Sheriff's Office (OCSO) at Lahring whenever there is traffic. The contract provides for total of 16-24 deputies per event date. The applicant shall comply with all applicable State of Michigan licensing requirements. The MRF seeks a 3-year contract with OCSO for 2025 which is subject to the Board of Commissioners approval. Documentation of this approval in the form of an executed agreement must be submitted prior to the start of the 2025 season.

- 17. All drives and parking areas shall be treated on a regular basis to control dust. During non-operational periods, parking areas shall be reseeded with grass to ensure stabilization and erosion and dust control.**

The 2025 site plans note on Sheet 3 that dust control will be provided a minimum of 4 times throughout the festival and additionally if required due to dry weather conditions. A receipt from Sunbelt rentals has been submitted demonstrating rental of a water trailer for treatment of gravel and unpaved drives between August 13, 2025 to October 1, 2025.

- 18. A maximum of 9,256 vehicles shall be allowed within all parking areas, including Mt. Holly, at any one time. Once the limit of 9,256 cars is reached the electronic changeable letter signs will be used to display a message to incoming vehicles that the Festival parking is at capacity. This system will allow the Festival to ensure that this maximum number is monitored and enforced.**

Included in the submission was a parking lot capacity protocol. In the event that parking reaches full capacity, festival staff will deploy proper signage and coordinate with OCSO to redirect vehicles.

However, Sheet 2 on the 2025 site plans indicate that there are a total of 9,563 parking spaces.

- 19. The MRF shall provide a traffic and parking management plan. Parking attendants will keep track of the number of vehicles entering and exiting. Changeable copy signs will be used to direct traffic to offsite parking when the parking on the festival grounds is full. Generator signs with changeable letters shall be used to direct traffic and provide timely information to incoming Festival patrons. This may include notices that total number of parking vehicles is approaching the on-site vehicle limit.**

The applicant has agreed with this condition. A changeable letter sign will also be placed on I-75. The site plan identifies the location of the offsite signage for the festival.

- 20. Traffic shall be kept to a minimum in and out of the Festival at night.**

The applicant agrees with this condition. To ensure that emergency vehicles can access Dixie Highway, the festival has provided a plan that includes important contact phone numbers and the procedure for diverting traffic.

- 21. Additional sidewalks or boardwalk areas shall be provided to improve pedestrian flow and post a crossing guard to help pedestrians across the main traffic lanes.**



As mentioned in the Site Plan Review section of this letter, a secondary entrance to the festival grounds and pedestrian pathways and bridge are proposed in the 2025 site plans in the southwest region of the site. As stated previously, the MRF must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.

- 22. All loudspeakers, public address mechanisms, generators and refrigerators, shall be directed to result in the least possible impact upon adjoining uses, with particular regard to residential uses.**

The applicant agrees with this condition.

- 23. The MRF shall submit an annual site plan by April 1st of each festival year and all applicable review fees paid.**

The applicant has met with the Township several times following the conclusion of the 2024 season. The applicant submitted the 2025 application form and fee on April 8<sup>th</sup>, 2025 which was agreed upon during meetings with the MRF and Township. The submission included a revised site plan dated April 1<sup>st</sup>, 2025. The site plan does not include to-scale depictions of the various structures on the property, which the MRF commits to providing by the end of 2025. To create this up-to-date plan with to-scale drawings, the MRF's engineer and surveyor will use drone sensor mapping to inventory existing structures, which must be done in the fall. Should the updated site plan not be submitted by the end of 2025, the applicant risks not obtaining necessary approvals in time to open the festival for 2026. The applicant must provide this plan by December 1, 2025, and all necessary submission materials for the 2026 season by April 1<sup>st</sup>, 2026 for next year's approval process to ensure they obtain necessary permits and inspections ahead of the events.

- 24. Holly Township shall be named as an additional insured on the Renaissance Festival insurance policy, at a minimum value of \$3,000,000.**

Insurance documents included in this year's submission meet requirements, however they expire on November 1, 2025. The insurance policy is renewed on an annual basis. As such, prior to the expiration of the current policy on November 1, 2025, the applicant must provide insurance documentation verifying they have coverage for the winter event, Hollydazzle, with Holly Township listed as an additional insured. Until the Township receives these, they may not be allowed to operate following the expiration of the insurance policy.

- 25. Sign application and fees shall be paid by the MRF for the large Road Commission type message boards.**

This will be completed prior to any operations by the festival.

- 26. The MRF shall keep track of visitors entering and existing the site to control maximum occupancy and provide updated attendance figures.**

The applicant has provided attendance counts for previous festivals in the years of 2019, 2021, 2022, 2023, and 2024.

- 27. The MRF shall provide copies of all leases for any booths, buildings, or any other enclosed space being leased by others, within the Festival property.**

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.





- 28. The MRF shall include language in all of the booth/building leases, which specifically confirms the ability of the Township and its inspector and agents to inspect all buildings and booths within the Festival property for compliance with all applicable building, electrical, plumbing, these inspections may take place at any time during which the Festival is open to the public without notice (added in 2012).**

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.

- 29. All booth/building leases shall include a provision that guarantees a key to all leased facilities for the MRF. The MRF agrees that the Township will be able to obtain any keys necessary to access any leased facilities in accordance with the inspection provisions above.**

The intent of this requirement is to provide the Building Official and Fire Marshal adequate access to perform inspections in a timely manner. Contact information has been provided for each user. This standard has been met.

- 30. All required Building Use inspections for any part of the Festival property shall be completed at least one week before the Festival is open to the public.**

The Building Official completed 2024 inspections during the season, and a variety of outstanding items to address have been provided in writing to the MRF and its vendors. Per the Building Official's email dated May 8<sup>th</sup>, 2025, the MRF is obtaining permits and working towards an agreed upon August 1<sup>st</sup>, 2026 completion deadline. Some progress has been made to date which the Building Official is satisfied with. On-going inspections will occur, and any areas deemed condemnable or unsafe for the public health, safety, and welfare will not be permitted to open in the 2025 season.

- 31. The MRF shall comply with any additional conditions as determined by the Building Inspector, Electrical Inspector, and Fire Chief as a result of future inspections.**

We defer to the Township Building Official and Fire Marshal and Chief, who have all verified that the on-going progress made by the MRF is suitable to this point and will be monitoring progress as the August 1<sup>st</sup>, 2026 deadline approaches. On-going building inspections will occur, and NOCFA maintains a constant presence during the main festival operations. Any areas deemed condemnable or unsafe for public health, safety, and welfare will not be permitted to open in the 2025 season.

- 32. Per the September 21, 2015, letter sent by Groveland Township, a traffic and parking analysis study shall be provided with the following information:**

- Analysis on the appropriate directional signage, both on and off site;
- Number of sheriff deputies necessary to manage traffic;
- Identify the total number of parking spaces available for the festival;
- Whether physical delineation of parking aisles is necessary;
- Total estimated parking demand on a per day and per hour basis (account for the large swing in usage);
- Parking management plan to maximize parking utilization and minimize conflicting traffic patterns;
- Level of Service (LOS) at all impacted intersections;
- Revised and accurate plan; and
- The basis for determining the amount for escrow to cover the payment for traffic signage and sheriff deputies.



Although the applicant has not provided a report with the above required information, they did furnish a detailed traffic and parking presentation addressing past traffic and parking issues. The applicant will work with the Oakland County Sheriff's Office to maintain access to the Lahring Road residents and to the nearby Fire Station. The parking plan has been in effect for three seasons and there has been a noticeable improvement in traffic conditions along Dixie Highway. All further concerns with this review standards are being addressed by Groveland Township, whose Board will consider granting the MRF a special use permit for the 2025 season on June 9, 2025. We will follow up on the outcome of that meeting prior to Holly's meeting on June 11, 2025 to provide an update to the Planning Commission. Any future revised site plan shall indicate compliance with these conditions.

## **SECTION 32-33 SPECIAL USES**

In addition to the above conditions, the Township's zoning ordinance has the following standards to review all Special Land Use requests:

### **(c) Basis of Determinations**

- 1. Will be harmonious and in accordance with the general objectives or any specific objectives of the Township Master Plan and will be compatible with the natural environment.**

The Michigan Renaissance Festival's continued use of the site aligns directly with the currently adopted 2024 Holly Township Master Plan's designation of the area, which is Institutional/Local Recreation.

- 2. Will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area. Will not be hazardous or disturbing to existing or future nearby uses.**

The activities contained to the existing MRF site are designed, constructed, operated, and maintained to be harmonious with the area. The MRF made improvements to their traffic and parking plan to help reduce off-site impacts.

- 3. Will be compatible with adjacent uses of land and will promote the use of land in a socially and economically desirable manner.**

The MRF's proposal aligns with neighboring properties by addressing potential traffic issues through ongoing support from a private parking management company, Elite Parking Services Inc., and the implementation of screening measures in parking zones.

- 4. Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will provide adequately any such service or facility.**

The proposed use does not place an increased demand on emergency and medical personnel from years prior. The plan presented by the MRF reduces the demand for these services to the extent practical, allowing for the site to be adequately serviced and public health, safety, and welfare maintained. The submission also includes draft agreements with Oakland County Sheriff's Office to provide additional services for the festival to ensure proper coverage, which will be finalized before the start of the season.

- 5. Will not create excessive additional public costs and will not significantly decrease property values of surrounding properties.**





The MRF has worked with the Township and Oakland County Sheriff's Office (OCSO) to limit public costs and pays for additional coverage by the OCSO which is demonstrated in their submission. The existing MRF site has been screened with trees to limit the effect on nearby properties.

**6. Will meet all the requirements and standards of this chapter and any other applicable laws, standards, ordinances, and/or regulations.**

Compliance with all requirements and standards outlined in the Special Uses chapter, as well as compliance with any other applicable laws, standards, ordinances, and regulations, have been met at this time as outlined in this review. Outstanding operational items, such as compliance with the Township's business license requirements and on-going Fire and Building code issues, are being monitored and resolved on an on-going basis with the Fire Chief, Building Official, Zoning Administrator, Township Planner, and other regulatory bodies (such as EGLE, Oakland County Health Department, etc.) as necessary. Inspections and reviews that have yet to be completed will be recorded for on-going review of the festival's compliance. Special use permit approval should be conditional on the positive outcome of these on-going inspections and additional reviews. Should the MRF be in violation of the agreed upon compliance work plan, sections or the entirety of the festival may be at risk of condemnation or the Special Land Use permit may be revoked.



## RECOMMENDATION

Based on our review of submitted materials, there are several items that must be addressed in the short and long term. Subject to the results of the public hearing, we are recommending approval of the site plan request subject to the approval of the accompanying special land use request.

We recommend approval of the special land use permit request for the 2025 season subject to the following conditions:

1. Allow administrative review and approval for events not noted in the 2025 application held on site with more than 1,000 attendees.
2. Allow administrative review and approval for the following, which the applicant must submit by July 31st, 2025. Any delay on their part may result in delayed opening of the festival for the 2025 season:
  - a. The applicant must provide a copy of the approved, executed contract with the OCSO for the 2025 season.
  - b. The applicant must comply with and receive approvals from the Building and Fire Departments and obtain the appropriate Oakland County permits for on-going site improvements.
  - c. The applicant must obtain appropriate food service, water supply, and sanitation permits from the Oakland County Health Department and Michigan Department of Health and provide copies to Township.
3. Hours of operation for the all festival operations, including the main 7-week festival and Hollydazzle, must be confined to 9:00 am to 7:00 pm per the special land use permit.
4. Following the site-wide survey to capture existing, accurate dimensions of all site buildings and features in the fall of 2025, the applicant must provide a to-scale drawing of the site. This must be submitted by December 1st, 2025 for administrative approval.
5. The applicant must provide insurance documentation once current coverage expires on November 1, 2025 verifying they have coverage for the winter event, Hollydazzle, with Holly Township listed as an additional insured.
6. The applicant must obtain proper approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) prior to construction of the second entrance on the west side of the site. If, during the permitting process with EGLE, the proposed layout changes, any revised site layout must be administratively approved by Holly Township.
7. The applicant must continue to meet with Township officials, the Township Building Official, the North Oakland County Fire Department, and the Township Planning and Engineering consultants on an on-going basis to discuss a timeline for completing the following items in order to maintain their Special Use permit:
  - a. The applicant shall comply with all condemnation notices issued by the Building Official and condemned structures shall be off-limits unless the applicant successfully obtains a Certificate of Occupancy from the Building Official.
  - b. The applicant shall work with the Township officials to address a variety of outstanding code violations and necessary site improvements, which have been provided in writing to the MRF, by August 1<sup>st</sup>, 2026 completion deadline.





8. Planning Commission approval of this application shall remain in effect for one calendar year. Should the applicant not meet the conditions of approval, their Special Use permit may be revoked per Section 32-33 of the Holly Township Zoning Ordinance.

To aid you in making a motion, we have provided recommended language below:

**Site Plan:**

*Motion to approve the site plan for the Michigan Renaissance Festival at 12600 Dixie Highway, Holly, MI 48442 based on the plans dated April 1, 2025, conditioned on the approval of the special land use permit request.*

**Special Land Use:**

*Motion to approve the special use requests for the operation of the Michigan Renaissance Festival at 12600 Dixie Highway, Holly, MI 48442 subject to the eight conditions outlined in the Planner's report dated June 3, 2025, on the findings of fact that:*

- a) The operation of the site will be harmonious and in accordance with the general and specific objectives of the Township master plan, and will be compatible with the natural environment based on the site design and operational regulations put in place by the Festival.*
- b) The site is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.*
- c) The site and operation are not hazardous or disturbing to existing or future nearby uses based on the landscape buffering and operational regulations such as parking management put in place by the Festival.*
- d) The site and operation are compatible with adjacent uses of land and will promote the use of land in a socially and economically desirable manner, based on the landscape buffering and operational regulations such as parking management put in place by the Festival.*
- e) The site and operation are served adequately by essential public services and facilities that the Michigan Renaissance Festival provides and facilitates through contracts with the Oakland County Sheriff's Office, and services provided by the North Oakland County Fire Authority and Groveland Township Fire Department adequately any such service or facility.*
- f) The site and operation will not create excessive additional public costs and will not significantly decrease property values of surrounding properties, based on the continuing investment into the site and its long-standing history in the Township.*
- g) The site and operation meets all the requirements and standards of the Holly Township Zoning Ordinance and other applicable laws, standards, ordinances, and/or regulations.*

We will be in attendance at the June 11<sup>th</sup>, 2025, Planning Commission meeting to discuss any questions you may have.

Respectfully Submitted,

**MCKENNA**



John Jackson, AICP, NCI  
President

Alexis Farrell, NCI  
Senior Planner

c: Karin Winchester, Township Clerk, Zoning Administrator  
George Kullis, Township Supervisor  
Scott Herzberg, Building Official  
North Oakland County Fire Department (NOCFA)



## **HOLLY TOWNSHIP NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN**, that the Holly Township Planning Commission will hold a public hearing on:

DATE: June 11, 2025  
TIME: 6:30 PM or as soon as possible thereafter  
PLACE: HOLLY TOWNSHIP HALL (Upstairs)  
102 CIVIC DR.  
HOLLY, MI 48442  
PHONE: 248-634-9331 Ext. 301

The purpose of the public hearing is to consider a Special Land Use Permit by the following applicants:

**Michigan Renaissance Festival to operate a Festival and other Events on parcel number 01-12-476-002 and 01-12-401-003 in an AGRE Zoning District.**

The hearing is open to the public to voice their views and/or to submit written comment. Citizens are encouraged to attend and participate in the hearing. The Holly Township Planning Commission will consider any public comments received at this time. Written comments may be submitted prior to the hearing by writing to: Clerk at 102 Civic Dr., Holly, Michigan 48442.

A copy of the proposed ordinance revisions may be reviewed at the Clerk's office at the above-mentioned address during regular business hours Monday, Tuesday and Thursday, 8:30 a.m. to 4:30 p.m. and Wednesday 8:30 to 6:00 p.m. except holidays.

Handicap persons needing assistance to attend or participate in this hearing are asked to contact the Township Clerk at 248-634-9331 x 301 or by writing to the above-mentioned address at least business days prior to the meeting.

Karin S. Winchester, MMC  
Clerk/Zoning Administrator





# **HOLLY TOWNSHIP**

102 Civic Drive • Holly, Michigan 48442 • Phone (248) 634-9331 • Fax (248) 634-5482

## **APPLICATION FOR SPECIAL LAND USE**

### **Instructions to Applicant:**

Answer each question completely. Please read the additional instructions provided for this application. Incomplete submittals will not be processed.

### **For Township Use Only:**

Date Received: \_\_\_\_\_  
File No.: \_\_\_\_\_  
Administrative Fee Paid: \_\_\_\_\_  
Escrow Fee Paid: \_\_\_\_\_

### **1) Applicant Information:**

Name: Michigan Renaissance Festival (Chip Schultz General Manager)  
Address: 12600 Dixie Hwy  
City: Holly State: Mi Zip: 48442  
Phone: (Home) \_\_\_\_\_ (Office) 634-5552 (Fax) \_\_\_\_\_  
Interest: \_\_\_\_\_

### **2) All Parties of Interest (Title Holder, Contract Purchaser, Partners):**

Name: James Peterson  
Address: 1244 Canterbury Rd  
City: Shakopee State: MN Zip: 55379  
Phone: (Home) \_\_\_\_\_ (Office) 9524457361 (Fax) \_\_\_\_\_  
Interest: \_\_\_\_\_

*(If the applicant/petitioner is not the owner of record, a notarized letter of authority or Power of Attorney must be included as part of this application)*

### **3) General Property Information and Description:**

General Location: 12600 Dixie Hwy  
Acreage: 300 +  
Sidwell Number: \_\_\_\_\_  
Legal Description: Property is located west off of Dixie Hwy, south of Lahring Rd.

*(Attach metes and bounds description where applicable)*

Site Plan Application    x    \_\_\_\_\_

Submitted: Yes \_\_\_\_\_ No \_\_\_\_\_

**4) Zoning:**

Current Zoning: \_\_\_\_\_

**5) Special Land Use Requested:**

To conduct our annual 7 weekend Renaissance Festival from 9am until 7pm

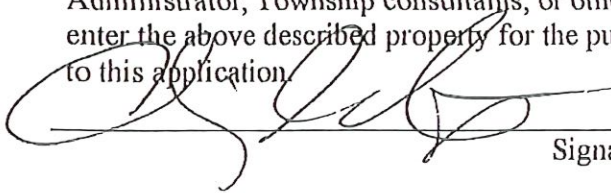
Renaissance Festival weekends and Labor Day

August 16, 17, 23, 24, 30, 31, Sept 1, 6, 7, 13, 14, 20, 21, 26, 27, and 28th

Hollydazzle tentative dates: November 28, 29, 30 December 5, 6, 7, 12, 13, 14, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, and 31st

**6) Signature:**

I, the undersigned, state that the foregoing answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. I hereby grant permission for members of the Township Board of Trustees, Township Planning Commission and the Township's Zoning Administrator, Township consultants, or other Township agents or employees, to enter the above described property for the purposes of gathering information related to this application.



Signature of Applicant

4/1/25

Date

**Instructions to Applicant:**

- 1) All applications must be accompanied by a site plan prepared in accordance with Chapter 32 Article 2 of the Holly Township Code of Ordinances.
- 2) For a special use application to be considered, fourteen (14) copies of the application, site plan and legal description must be submitted four (4) weeks prior to a regularly scheduled Planning Commission meeting.
- 3) Applications must be submitted with the application fees as set by resolution "Res 2008-02".
- 4) The Township Planning Commission will review the proposed use in terms of the standards stated within Chapter 32 Article 2. The applicant may provide a narrative describing the conformance of the proposed special use to the Holly Township Code of Ordinances, particularly in response to the Basis of Determinations set forth in Section 32-33(c).



# HOLLY TOWNSHIP

102 Civic Drive • Holly, Michigan 48442 • Phone (248) 634-9331 • Fax (248) 634-5482

## APPLICATION FOR SITE PLAN REVIEW

### Instructions to Applicant:

Answer each question completely. Please read the additional instructions provided for this application. Incomplete submittals will not be processed.

### For Township Use Only:

Date Received: \_\_\_\_\_  
File No.: \_\_\_\_\_  
Administrative Fee Paid: \_\_\_\_\_  
Escrow Fee Paid: \_\_\_\_\_

### 1) Applicant:

Name: Michigan Renaissance Festival (Chip Schultz General Manager)  
Address: 12600 Dixie Hwy  
City: Holly State: MI Zip: 48442  
Phone: (Home) \_\_\_\_\_ (Office) 6345552 (Fax) \_\_\_\_\_  
Interest: \_\_\_\_\_

### 2) All Parties of Interest (Title Holder, Contract Purchaser, Partners):

Name: James Peterson  
Address: 1244 S. Canterbury Rd  
City: Shakopee State: Mn Zip: 55379  
Phone: (Home) \_\_\_\_\_ (Office) 952445736 (Fax) \_\_\_\_\_  
Interest: \_\_\_\_\_

*(If the applicant/petitioner is not the owner of record, a notarized letter of authority or Power of Attorney must be included as part of this application)*

### 3) Designer: (Registered Engineer, Architect, Surveyor, Landscape Architect or Planner)

Name: Rowe Engineering  
Address: 540 S. Saginaw St  
City: Flint State: MI Zip: 48502  
Phone: (Home) \_\_\_\_\_ (Office) 810341750 (Fax) \_\_\_\_\_  
Interest: \_\_\_\_\_

**4) General Property Information and Description:**

General Location: 12600 Dixie Hwy Holly Mi 48442  
Acreage: 300+  
Sidwell Number:  
Legal Description:

*(Attach metes and bounds description where applicable)*

Site Plan Attached: Yes No

**5) Zoning:**

Current Zoning:

**6) Proposed and Intended Use:**

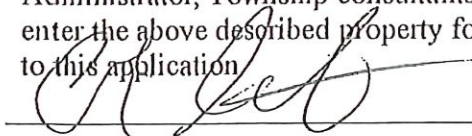
Renaissance Festival weekends and Labor Day  
August 16, 17, 23, 24, 30, 31, Sept 1, 6, 7, 13, 14, 20, 21, 26, 27, and 28th  
Hollydazzle tentative dates: November 28, 29, 30 December 5, 6, 7, 12, 13, 14, 20,  
21, 22, 23, 24, 26, 27, 28, 29, 30, and 31st  
Hours of operation are from 9am-7pm

Construction Trailer or Mobile Office on site: Yes No <sup>x</sup>

Requested Location:

**7) Signature:**

I, the undersigned, state that the foregoing answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. I hereby grant permission for members of the Township Board of Trustees, Township Planning Commission and the Township's Zoning Administrator, Township consultants, or other Township agents or employees, to enter the above described property for the purposes of gathering information related to this application.



Signature of Applicant

4/1/25  
Date

Instructions to Applicant:





12600 Dixie Hwy, Holly MI 48442  
248.634.5552  
info@michrenfest.com

## 2025 Michigan Renaissance Festival

The Michigan Renaissance Festival is a long-standing event that brings you the adventure, excitement, and spirit of the Renaissance! Travel back in time as you step into the beautiful landscape of our village. Thrill to the exploits of Jousting Knights on thundering steeds. Roam over 150 village shoppes for unique crafts as our artisans demonstrate period skills like blacksmithing and woodworking. Delight in comedy, music, magic, and more on our 17 stages of non-stop entertainment!

### 2025 Themed Weekends:

- Weekend 1: **Pirates & Pups** - Sat. Aug 16<sup>th</sup> & Sun. Aug 17<sup>th</sup>
- Weekend 2: **Highland Fling** - Sat. Aug 23<sup>rd</sup> & Sun. Aug 24<sup>th</sup>
- Weekend 3: **Viking Invasion** - Sat. Aug 30<sup>th</sup>, Sun. Aug 31<sup>st</sup> & Mon. Sept 1<sup>st</sup>
- Weekend 4: **Once Upon a Time (proposed)** - Sat. Sept 6<sup>th</sup> & Sun. Sept 7<sup>th</sup>
- Weekend 5: **Irish Bash (proposed)** - Sat. Sept 13<sup>th</sup> & Sun. Sept 14<sup>th</sup>
- Weekend 6: **Facebook Poll** - Sat. Sept 20<sup>th</sup> & Sun. Sept 21<sup>st</sup>
- Weekend 7: **Festival Friday** - Fri. Sept 26<sup>th</sup>
- Weekend 7: **Sweet Ending** - Sat. Sept 27<sup>th</sup> & Sun. Sept 28<sup>th</sup>

Daily Royal Events: (these events happen every day of the festival)

Feast of Fantasy  
Pub Crawl  
Joust Brunch  
King's Happy Hour  
Whiskey Tastings  
Hawk Walk  
Birds of Prey  
The Quest

On Site Office Address:

12600 Dixie Hwy, Holly, MI 48442

lollyDazzle light show:

November: 28<sup>th</sup>, 29<sup>th</sup>, and 30<sup>th</sup>

December 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>, 24<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>.









12600 Dixie Highway • Holly, MI 48442 • Phone (800)601-4848 • Fax (248)634-7590

## 2025 Michigan Renaissance Festival

### Special Land Use Permit

#### **Dust Control:**

The Renaissance Festival has contracted with Sunbelt rentals to have on site a 500-gallon water trailer. Festival will monitor the weather and dryness of the roads in and around the site. If needed Festival will water the areas of need no later than Friday evening prior to a festival show day.

#### **Trash Receptacles:**

This year the festival has contracted 2 separate non-profit organizations to monitor trash collections in their assigned areas of the festival grounds. Festival will also be increasing the number of trash receptacles around the festival grounds.

#### **Road Commission Signs:**

The permit process for these signs takes place in late June or early July at their request.

#### **Health Department Permits:**

Health Department inspections and licensing occurs the opening day of festival and again every two weeks.







12600 Dixie Hwy, Holly MI 48433  
248.634.5552  
info@michrenfest.com

**Michigan Renaissance Festival  
On-going Holly Township projects**

Karin,

As the first week of May comes to a close, I would like to share with you the strides that the festival is making and taking to keep up with the on-going projects here on-site. I hope you find this information to be helpful.

**Finished Projects:**

- o 100 gates demoed
- o 300 gates demoed
- o 100 area front demoed
- o 700 area front demoed
- o 700 gates demoed
- o 700 area shrubs and trees cleaned up
- o Received a bid for electrical upgrades
- o Ordered and received new metal ash cans
- o Removed dead trees from site
- o Secured General contractor for festival items.

**Current projects:**

- o Due to Weather outside work was limited.
- o Festival staff is currently reaching out to Crafters to check on status of work.
- o Grease traps have been ordered
- o Currently have contractors for crafters on site preparing to start roofing projects and other need repairs.
- o Power washing kitchen floors
- o Demoing and replacing sheeting where needed.
- o Seeking Mechanical Contractor
- o Working on 400 food areas support wall
- o Continued cleaning of leaves, fallen, and debris.
- o Waiting on material for spraying of fire-retardant material.

**Projects to finish by June 1st.**

- o 100 Area Roof
- o Removing 700 area appliances
- o 100 Area gate
- o Move soup cooker to new booth
- o Replace sheeting on Battle Axe Pub
- o Replace speakeasy deck railing
- o Trim wall sheeting on First Aid

This list is not all inclusive and can change due to weather, material availability, and manpower.

Sincerely,

*Chip Schults*

General Manager  
Michigan Renaissance Festival





## Michigan Renaissance Festival

### On-going Holly Township projects as of 4/29/25

Karin,

I would like to share with you the strides that the festival is making and taking to keep up with the on-going projects here on-site. I hope you find this information to be helpful.

#### Finished Projects:

- Due to on-going weather conditions some projects had to be put on hold.
- Entire site has been cleaned up of fallen debris, leaves, and garbage.
- Bids on large trees to be cut down.
- 700 Area appliances have been removed.
- First aid updated.
- Soup cooker moved in 400.

#### Current projects:

- Festival staff is recalling non-compliant crafters to check on status of work.
- On-going power washing kitchen floors
- New First Aid building being modified.
- Ripping off of 100 roof to start roofing next week.
- Gates ordered for 100 and 700 areas.
- Festival food areas getting painted inside and out.

#### Crafter projects:

- Contact has been made with 47 out of the 62 non-compliance crafters.
- Messages have been left with those who did not answer.
- Two more roofs were completed this week.

#### Projects to finish by June 1<sup>st</sup>.

- 100 Area Roof (First week of June will be completed)
- 100 Area gate
- Replace sheeting on Battle Axe Pub
- Replace speakeasy deck railing.

This list is not all inclusive and can change due to weather, material availability, and manpower.

Thank you  
Chip Schultz  
General Manager  
Michigan Renaissance Festival





# Michigan Renaissance Festival



12600 Dixie Hwy.  
Holly, MI 48433 • 248.634.5552  
Aug 17<sup>th</sup> thru Sep 29<sup>th</sup>  
Weekends - Sat & Sun  
Open Labor Day Sept. 2<sup>nd</sup>  
Rain or Shine

April 30, 2025

To: Alexis Farrel, Senior Planner (McKenna)  
Holly Township Clerk  
Holly Township Building Dept  
NOCFA

From: Chip Schultz  
General Manager  
Michigan Renaissance Festival

Re: Special Land Use Permit

Alexis,

Thank you for taking the time to speak with me regarding the Michigan Renaissance Festival and the above-referenced Special Land Use Permit.

Pursuant to your request, I am writing this letter on behalf of Jim Peterson and the senior management team of the Michigan Renaissance Festival, affirming our commitment to working with Holly Township to address various concerns. We have been diligently addressing the issues presented to us by both Building Inspector Scott Herzberg and Fire Marshal Doug Smith.

We previously presented a detailed work plan and targeted timeline for each issue. Attached to this letter is a copy of the plan, including status updates. Upon review, you will note that some projects have been completed, and other projects have begun. The Michigan Renaissance Festival does take these concerns seriously and we will continue to keep the Township and Fire Department up to date with on-going progress.

It is the intention of the Michigan Renaissance Festival to have all issues scheduled to be completed timely. It is of course probable that some tasks will be completed both earlier and later than the target completion date. The Michigan Renaissance Festival is committed to have all projects completed prior to August 1, 2026, as agreed to by the parties. The only departure from this date would be contingent upon the agreement of all parties.

Alexis, please let me know if you need additional information, and/or if you think it advisable if I attend any meeting.

Thank you for your time.  
Chip Schultz  
General Manager  
Michigan Renaissance Festival

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## Holly Township/NOCFA updated list: as of 4/30/2025

### Completed:

300 Food gate  
Fire retardant plywood on ceiling in 100 soda booth  
Castle ceiling tiles  
Removed stairs behind Bloody Mary Pub  
Removed stairs to the Red Lion Pub  
Cut back 25 feet of tall grass and debris behind vendor booths.  
Covered electrical outlet boxes.  
Re hung all the electrical conduit and cleaned up the turkey shack.  
Completed the electrical upgrade to the wedding and wine tents.

### Currently working on:

Demo of 100 gate  
Demo of 300 gate  
Demo front of 100 and 700 food areas  
Replacing wall sheeting where needed  
Vendors are currently contracting with Gold Metal Roofing to pull permits and replace their roofing.  
Festival is contacting all vendors who are in violation to remind them of the letter that was sent out, and to get a projected start and finish dates.  
Purchasing of metal grease traps for deep fryers and griddles  
Purchasing of mop buckets for cleanup  
Purchasing of rubber mats for area of grease (easier cleanup)



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Purchasing and installing new fryer basket brackets, to hang baskets.

Purchasing of Metal ash cans

Creating a policy and procedure for the keeping of food areas clean and free of debris.

Contracting of fire spray of vendor booths (have a copy of bid)

Meeting with Osbourne Electrical (Next week) to seek bids on updating needed electrical areas.

Have a contractor who will be pulling permits for Festival Roofs and Plumbing projects. Will be meeting with him next week to discuss projects.

Seeking a mechanical contractor to replace the CSST lines.

Seeking a sponsor to replace the joust field dais.

Power washing of area kitchens and castle floors

## Projected projects:

100 food area roofs 7/1/25

700 food area roofs 8/1/25

600 food area roofs 9/1/25

100 Gate 7/1/25

300 Gate 8/1/25

700 Gate 8/1/25

Removing 700 area appliances 8/1/25

Moving soup cooker in 400 to under a hood 8/1/25

Painting of Kitchen and castle floors 8/1/25







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2025

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	CONTACT NAME: Kim Rowe
AssuredPartners of Minnesota LLC	PHONE (A/C, No, Ext): (651) 287-1161
2685 Long Lake Road	FAX (A/C, No): (651) 644-9137
	E-MAIL ADDRESS: kim.rowe@assuredpartners.com
St. Paul	MN 55113
INSURED	INSURER(S) AFFORDING COVERAGE
Mid-America Festivals Corporation	INSURER A: Markel Insurance Company
1244 Canterbury Road #306	INSURER B: National Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
Shakopee	MN 55379
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 2024/25 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		MKP0000501166401	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			MKA0000501166801	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKX0000501166901	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 N	N/A	8V-WCC-00000330130-10	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability Sexual Abuse or Sexual Molestation			MKP0000501166401	11/01/2024	11/01/2025	Liquor-Occurr/Agg Limits \$1M/\$2M Abuse-Ea/Agg Limits \$1M/\$2M

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

RE Michigan Renaissance Festival  
Holly Township and the North Oakland County Fire Authority (NOCFA) are Additional Insureds respects General Liability per written contract or agreement

## CERTIFICATE HOLDER

## CANCELLATION

Holly Township 102 Civic Drive  Holly	MI 48440	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>Brian J. Becker</i>
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## Additional Named Insureds

### Other Named Insureds

Castle Kitchens Corporation (FOOD PROGRAM)	C Corporation, Insured Multiple Names
Castle) dba Minnesota Renaissance Festival (FOOD PR	Doing Business As
dba Minnesota Renaissance Festival	Doing Business As
dba Trail of Terror	Doing Business As
Festival Grog, Inc. DBA Festival Grog	Additional Named Insured
Festivals Incorporated	C Corporation, Insured Multiple Names
Festivals) dba Bay Area Renaissance Festival	
Kansas City Renaissance Festival Corporation	C Corporation, Insured Multiple Names
Kansas) dba Kansas City Renaissance Festival	Doing Business As
MAFBV Center, LLC	Limited Liability Company, Additional Named Insured
Michigan Renaissance Festival Corporation	C Corporation, Insured Multiple Names
Michigan) dba Michigan Renaissance Festival	Doing Business As
Scott County Ventures, LLC	Limited Liability Company, Additional Named Insured
St. Louis Renaissance Festival	Doing Business As



Michigan Renaissance Festival					
ATTENDANCE HISTORY					
	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2019</u>
Week 1: Sat	9,571	11,423	9,439	5,456	6,714
Sun	8,281	8,740	5,116	5,009	5,107
<b>Total</b>	<b>17,852</b>	<b>20,163</b>	<b>14,555</b>	<b>10,465</b>	<b>11,821</b>
Week 2: Sat	15,045	12,447	14,143	6,352	15,571
Sun	9,639	11,872	10,387	6,040	11,904
<b>Total</b>	<b>24,684</b>	<b>24,319</b>	<b>24,530</b>	<b>12,392</b>	<b>27,475</b>
Week 3: Sat	19,180	19,296	15,443	15,901	17,647
Sun	20,529	14,384	19,067	15,573	12,009
Mon	16,161	8,686	13,260	11,912	11,160
<b>Total</b>	<b>55,870</b>	<b>42,366</b>	<b>47,770</b>	<b>43,386</b>	<b>40,816</b>
<b>Sat/Sun</b>	<b>39,709</b>	<b>33,680</b>	<b>34,510</b>	<b>31,474</b>	<b>29,656</b>
Week 4: Sat	20,517	19,196	17,631	15,545	14,229
Sun	18,448	16,434	9,951	12,248	15,485
<b>Total</b>	<b>38,965</b>	<b>35,630</b>	<b>27,582</b>	<b>27,793</b>	<b>29,714</b>
Week 5: Fri					
Sat	26,121	25,627	21,957	20,652	19,826
Sun	18,488	11,857	18,850	21,490	15,702
<b>Total</b>	<b>44,609</b>	<b>37,484</b>	<b>40,807</b>	<b>42,142</b>	<b>35,528</b>
Week 6: Fri					-
Sat	21,551	23,419	20,780	13,306	20,270
Sun	19,764	21,087	14,847	19,361	15,688
<b>Total</b>	<b>41,315</b>	<b>44,506</b>	<b>35,627</b>	<b>32,667</b>	<b>35,958</b>
Week 7: Fri	11,037	9,688	7,304	7,196	5,860
Sat	18,742	22,187	26,074	21,246	14,773
Sun	16,390	17,684	22,978	10,157	14,438
<b>Total</b>	<b>46,169</b>	<b>49,559</b>	<b>56,356</b>	<b>38,599</b>	<b>35,071</b>
<b>Sat/Sun</b>		<b>39,871</b>	<b>49,052</b>	<b>31,403</b>	<b>29,211</b>
<b>YTD</b>	<b>269,464</b>	<b>254,027</b>	<b>247,227</b>	<b>207,444</b>	<b>216,383</b>
		4	4	3	1







PC#: 0237  
48595 GRAND RIVER AVE  
NOVI, MI 48374 1245  
248-348-7270

**SUNBELT RENTALS, INC.**

Salesman: 023716 MARZEC, JASON (237)  
Typed By: MSPORDER

**Job Site:**

MICHIGAN RENAISSANCE FESTIVAL  
12600 DIXIE HWY  
HOLLY, MI 48442 8416

C#: 952-445-7361 J#: 952-445-7361

**QUOTE**

Contract #.. 166380523  
Contract dt. 3/13/25  
Date out.... 3/24/25 8:00 AM  
Est return.. 4/21/25 8:00 AM  
Job Loc..... 12600 DIXIE HWY, HOLLY  
Job No..... 11- MICHIGAN RENAISS  
P.O. #..... NA  
Ordered By.. PARKER, TJ  
NET 30

**Customer: 500282**

MICHIGAN RENAISSANCE FESTIVAL  
1244 S. CANTERBURY RD STE 306  
SHAKOPEE, MN 55379

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	WATER TRAILER 500 GALLON W/ PU 0240190	156.00	156.00	456.00	924.00	924.00
<b>SALES ITEMS:</b>						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	18.010			18.01
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					18.48
1	MIHERSPC0237B	EA	18.480			
	MI 2% HEAVY EQUIPMENT SURCHARGE					138.60
	RENTAL PROTECTION PLAN					
Sub-total:						1099.09
Tax:						64.84
Total:						1163.93

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \* Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



(7) DEFINITIONS. *Authorized Individuals* are those individuals that Customer deems to be authorized to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old, hold a valid age of majority in the state, wherever it is given and we are not under the influence of any drugs, alcohol, substances or otherwise; *Business Hours* means the hours during which you have personnel, agents, officers, employees or anyone signing this Contract on your behalf; *Fiscal Year End Date* means the date charge described in Section 17, "Equipment," is the equipment end date; *Identified Items* are items identified by the equipment user as being damaged, stolen, misplaced and/or misused and all have Equipment Number, *JobSite* is any fire, explosion, theft, accident, casualty, loss, vandalism, injury, death due to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment; *Locate* means the Equipment is lost, stolen, its location is unknown, or Customers unable to retrieve after a period of 30 days; *RTR* is the Equipment's real time value on or about the date of the incident relating to the Equipment, plus any add-on features and upgrades; *Time Spent* means not more than 8 hours per day, 40 hours per week and 160 hours every fiscal period, provided that double shift will be 150% and triple shift will be 200% of the rental charge; *Spare Parts* means spare parts, *Substantial Damage* means damage to the equipment that renders the equipment totally unusable for one (1) year or more; *Tax ID#* means Taxpayer Identification Number; *Vehicle* means any vehicle used in conjunction with the Equipment; *Work Order Number* is the number Customer obtains from Suntek following the Customer's initial call to Suntek; *Rental Period* means when the Equipment is delivered to Customer or to the Site Address and continues until the Equipment is returned to Suntek; *Rental Period Extension* means when the Equipment is delivered to Customer or to the Site Address and continues until the Equipment is returned to Suntek during normal business hours; *Real Time Address* is the location that Customer reports the Equipment will be located during the Rental Period Identified area; *Size* is the Suntek size for the equipment; *Site Address* is the address where the Equipment will be located during the Rental Period; *Supervisor*, *Director*, *Employees* and *Agents*; *Transportation Surcharge* is a charge determined to defray a wide range of transportation expenses (both fixed and indirect), which are not actually recovered by other transportation charges.

2) **TERMS.** Customer's retention of this Contract of Lending possession of the Equipment (whether secured first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under these contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

**7) PERMITTED USE.** Customer agrees and warrants that (A) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer employs or engages; (B) prior to which use, Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition without defects, suitable damage or other impairment; and the Equipment is suitable for Customer's intended use; (C) Customer has access to and follows the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (D) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written notice); (E) Customer shall keep safely dry use and notify Sunbelt if the Equipment is damaged, used off, disabled or nonworking warning lights come on, loaded upon, threatened with seizure, lost, or if any incident occurs; (F) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (G) Sunbelt is not responsible for providing training or other training unless Customer specifically requests training and Sunbelt agrees to provide such training (Customer being responsible to obtain all necessary permits or licenses prior to the Equipment's use); (H) Sunbelt is not responsible for Customer's obligation to protect reasonable accommodations to any disability of its users under federal law; (I) only Authorized Users of Sunbelt are permitted to use the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (J) the Equipment shall be used and maintained in a careful manner, with the Equipment's capacity and weight limits, load capacities, regulations, as well as the operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and codes, including but not limited to, OSHA and ADA, as revised; (K) the Equipment shall be kept in secure location; and (L) Customer shall protect Sunbelt with accurate and complete information which Sunbelt uses upon to provide the appropriate Equipment to Customer.

9. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or markings on the Equipment, remove any operating or safety equipment or instructions, or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Seller's written consent; (d) use the Equipment in a hazardous, legal, unlawful or abusive manner; (e) publicly use the Equipment in any manner (including, without limitation, print, audio and video); or (f) allow the use of the Equipment by anyone other than Authorized Individuals. Customer and Authorized Individuals shall be deemed to have read and understood the terms of this Contract.

[illegible]

CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTALS CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. At any time, Customer shall (a) immediately notify Surber, the police, if necessary, and Customer's insurance carrier; (b) secure and maintain the Equipment and the accompanying premises in the condition existing at the time of such loss or damage to its agents investigate; (c) immediately reimburse all of police or other third party reports to Surber; and (d) as applicable, pay Surber, by check, cash or credit card, the rental rate for Equipment used after the repairs are completed or replaced plus either the FMV or (ii) full charges of recovery and collection. Rental rates for Equipment used after the repairs are completed or replaced shall have no effect until the complete repair, modification, retrofitting and/or replacement has been made.

NO WARRANTY. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS," AND RELEASES SUNBELT FROM ANY AND ALL CLAIMS AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT FROM ALL SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CONNECTION WITH THIS TRANSACTION, WHETHER SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE OF A PERSONAL NATURE, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF. CUSTOMER'S OBLIGATIONS HEREIN DO NOT ENDORSE OR INCURRANCES IN INFORMATION OBTAINED FROM ANY SOURCE BY CUSTOMER OR THIRD PARTY. CUSTOMER'S AGREEMENT TO THESE TERMS CONSTITUTES ACCEPTANCE OF THE EQUIPMENT AND RELEASES SUNBELT FROM ALL SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CONNECTION WITH THIS TRANSACTION, WHETHER SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE OF A PERSONAL NATURE, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF.

RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS HARMLESS ENTITIES HARMLESS AND AT SUBSULTS REQUEST, DEFENDS SUBSULT ENTITIES (WITH COUNSEL ASSISTANCE) FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) AND ANY EXPENSES HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, BURN, OR DEATH OF ANY PERSON, INCLUDING ANY SUCH CONTAMINATION, PROHIBITION OF LAY OR REGULATION CAUSED BY OR CONNECTED WITH THE (A) ACCESS, USE, POSSESSION, OR CONTROL OF THE CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER EXPLICITLY OR IMPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (B) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY IDENTIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR RESULTING FROM THE USE OF THE EQUIPMENT, TO THE EXTENT OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS RIGHTS TO COMPENSATION FROM ANY OTHER PARTY TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OR RESCINDMENT OF THIS CONTRACT.

**INSURANCE.** During the term of this Agreement, Customer shall maintain at all times in force, the following minimum insurance coverage for Customers using Equipment for non-personal use: general liability insurance of not less than \$1,000,000 per occurrence, including coverage for products and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence, including coverage for the Customer's technical assistance heretofore and hereinafter; and a release and indemnification clause (referred to as Section 8) for the Customer's non-personal use, properly insuring against loss by third parties to the Equipment, in an amount at least equal to the PGM based on total RPP is held at the first dividend and paid for prior to each dividend; (v) workers' compensation insurance as required by law; and (vi) adverse liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in Sections 4(a) and 5(b). This Equipment to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 50 days prior written notice of any cancellation or material change. Any insurance that excludes from coverage or contains a breach. Customer shall provide Sunbelt with certificates of insurance to [InsuranceCertificates@Sunbelt.com](mailto:InsuranceCertificates@Sunbelt.com) and the coverage required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt carries any insurance, coverage for such insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibility for any damage to the equipment.

[illegible]

shall cooperate with and assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, create and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure to Sunbelt such rights as Customer's expense.

(I) **RENTAL RATE** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period; (b) shown in rental rates beyond the estimated Rental Period may apply; and other amounts recovered by Customer to Sunbelt, and (c) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, taxes, permits, and other costs incurred by any other governmental agency or authority on Customer's possession and/or use of the Equipment; (ii) any additional freights to and from the Rental Shop; (iii) any damage to the Equipment caused by misuse, abuse, negligence, improper operation, pickup and unloading fees listed in this Contract; (iv) maintenance, repairs and replacements to the Equipment as provided herein; (v) all dunnage fee required; (vi) miscellaneous charges, such as fuel for fuel kits, RPP, costs to recover Equipment, emergency re-shipment or storage; (vii) fuel used during the Rental Period and for refueling Equipment as described below; (viii) first loss of dry-diesel fuel in covered Equipment; and (ix) an Environmental Services Charge (includes unpredictable costs/unforeseen events) and (x) Transportation Surcharge (includes unpredictable costs/unforeseen events). In addition, if the equipment is damaged while governmental authorities or charges are levied against the customer, the customer will be liable for the cost of the damage.

17. **PAYMENT.** Customer shall pay for the Rental of Equipment, rate of Equipment, materials and all other taxes and invoices identified in this Contract and all other amounts due, within any invoice, within 15 days of the date of the invoice, unless Surbels provides Customer's extended credit period in any application. Customer and customers who are approved by Surbels's extended payment terms shall pay, in installments, upon receipt of Surbels's invoice, either by cash, check or ACH. Customer may not provide Surbels's written of any disputed amounts, including credit card charge, within 15 days after the receipt of the invoice; and/or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Surbels's discretion, any account with a delinquent balance may be placed on a cash basis. Payments may be required and the Equipment may be placed up without notice. Due to the difficulty in finding material damage caused by late payment, Customer agrees that a invoice charge equal to the lesser of 15% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Surbels for all costs incurred in collecting any late payments, including without limitation, attorney's fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$15 for each check returned for lack of sufficient funds to terminate Surbels for its payment for processing returned payment. Deposits will only be returned after all accounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SURBELS TO CHARGE THE CREDIT OR DEBIT CARD FOR ACCOUNTS SHOWN ON THIS CONTRACT AND FOR CHARGES SUBSEQUENTLY INCURRED. CUSTOMER'S CREDIT CARD NUMBER, INCLUDING THE CARD NUMBER, EXPIRATION DATE AND NAME OF THE CARDHOLDER, IS HEREBY EXTENSION OF THE RENTAL PERIOD, EFFECTIVE June 1, 2021 and where permitted by law, Surbels may impose a surcharge (12% federal law) for credit card payments on charge accounts. This surcharge is not greater than Surbels's actual discount rate for credit card transactions and is subject to state law income brackets.

13) **RETURN OF EQUIPMENT.** Supplier may terminate this Contract at any time, for any reason. The Equipment shall be returned to Supplier (when needed for live events, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Supplier delivered the Equipment to Customer, Customer shall notify Supplier that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Receipt, which Pick-Up Receipt Customer should keep as proof of the call, provided Customer return the Eqs. for any loss, theft, damage to or destruction of the Equipment until Supplier confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Receipt is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays, and Saturday pickups are a day earlier on regular business hours. If Customer picks up the Equipment, Customer shall return Equipment to the Rental Store during the Store's normal business hours. If the Equipment is not returned by the scheduled end of the Rental Period, the Rental Period shall be extended until the Equipment is returned to the Rental Store.

14) **PURCHASES.** If this Contract verifies any Equipment, materials or other Items that is to be purchased by Customer, Sunbelt sells and delivers such Items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Item. Sunbelt retains title to the Item until Customer has paid in full.

19) **DEFAULT.** Cusler, that he is defendant of 7 Surber's debt because of (a) Cusler's (a) fails to pay a sum when due, (b) breaches any Section of this Contract, (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, loses protection from his creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any court, (d) fails to insure the Equipment as required, or otherwise fails the Equipment of Article, (f) fails to obtain Equipment or its accessories from Surber's, or (g) in failure to pay any other contract with Surber, (h) a Cusler in default occurs, Surber shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Cusler's that any part of Surber's debts, including reasonable costs of collection, travel costs, attorneys and legal fees, incurred in collecting any of its rights or remedies herein, Surber shall not be liable due to failure of Equipment by order of court and/or judicial process. **CHRISTOPHER VALLER, AND WILCOX OF TACOMA AGAINST SUEB T. FETTERER FOR RICHMOND POSSESSION**

(18) **CRIMINAL VIOLATION.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period or to acknowledge the return to criminal prosecution and obtain a release from the Rental Period to acknowledge the return to criminal prosecution.

**ENVIRONMENTAL SERVICES CHARGE:** To provide a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, such as air and water quality, and waste management and disposal. The charge is assessed on a per unit basis and is used to fund various environmental programs, including air quality, water quality, and waste management and disposal.

company with appropriate administrative regulations, in which all non-Sunbelt employees are placed. Sunbelt also must have a safe health care program (both dental and health). These expenses may include services such as medical, construction and maintenance of decontamination equipment for all decontamination equipment, as well as labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assumes an Employee Annual Service Charge, plus applicable taxes based on income and certain benefits. The Employee Annual Service Charge is not a tax, nor is it a mandatory charge, and is not designated for any particular use or placed in any trust account, but is a charge that Sunbelt collects from its employees and pays to the relevant government agency.

(b) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay Fuel Option.** Customer may purchase a full tank of fuel for the Equipment for a total, in which case a Credit Card charge will appear on the Customer's bill (satisfying the Prepay Fuel Option) and the full tank of fuel will be available to the Customer upon receipt of the Equipment; (b) **Pay on Return Option.** Customer has the full tank capacity of the Equipment per gallon rate. As an added benefit, Customer may return the Equipment full of fuel and the contracted fuel capacity will be refunded however; and (c) **Refunded Fuel.** Customer will not obtain any fuel to fill in the Equipment upon receipt. (c) **Pay on Return Option - Fuel.** Customer returns Equipment with less fuel than when received. Customer shall pay a refunding charge (calculated by multiplying gallons required to fill tank with fuel to be returned when received, by the Pay on Return per gallon rate); and (d) **Refuel Fuel Option - Fuel.** Customer returns the Equipment with at least as much fuel as when it was received (not Sublet Equipment comes with a full tank of fuel, but not a full tank of fuel). Customer may choose to refuel the Equipment. Refueling will generally be less than the Prepay Fuel Option or the Pay on Return Option. Note that there is a refund for the fuel when the Equipment is returned.

5) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

10) JURY TRIAL WAIVER IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUBSILTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUBSET, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TIED ON A CLASS ACTION BASIS.

**COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires to transport and/or operation of the Equipment outside of the U.S., Customer must obtain all necessary export permits including obtaining industry approval of substantial investment, and (b) to ensure compliance with this Contract, which may include an inspection thereof. If Customer exports or transports without complying with applicable laws, Customs requires that (i) the equipment is subject to and comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) the company, as the exporting party (herein), is responsible for (A) determining whether and obtaining necessary export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring that the Equipment is returned to the U.S. in accordance with applicable laws.

**COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer Authority provides to Suntek, including personal identifiable information and financial information, as well as the Telematics Data collected from the telematics, as provided in our Privacy Policy found at [www.suntek.com/usa/privacy-policy](http://www.suntek.com/usa/privacy-policy).

GOVERNINO LAW. The Parties expressly and irrevocably agree: (d) His Contract, including any related lost claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles; and (e) If any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

**FORCE MAJEURE.** Delay shall not be liable or responsible to the Contractor, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond the Contractor's control, including, without limitation, the following three major events (Force Majeure Events): (1) acts of God, (2) flood, fire, earthquake, epidemic, pandemic or explosion (war, invasion, hostilities (whether war is declared or not), terrorist attacks or acts, riots or other civil unrest), (3) government order, law, regulation, prohibition, or actions (i) embargoes or blockades in effect on or near the date of this Contract, (ii) national or regional emergency, (iii) strikes, labor disputes or slowdowns, or other industrial disturbances; (4) seizure of absolute power or transportation facilities; and (5) other events beyond the control of Surinco.

[illegible]

Additional terms and conditions for sharing can be found at <https://openstax.org/r/privacy-policy> and <https://openstax.org/r/terms>.



## **AGREEMENT**

This AGREEMENT is executed on this 20<sup>th</sup> day of August 2024 by and between **MICHIGAN RENAISSANCE FESTIVAL CORPORATION** (hereinafter called "Festival"), and **ELITE VALET PARKING INC. D/B/A ELITE PARKING SOLUTIONS** (hereinafter called "ELITE").

WHEREAS: FESTIVAL and ELITE entered into an agreement in August of 2023 pertaining to ELITE managing and operating parking services for the 2023 Michigan Renaissance Festival (hereinafter called "EVENT").

WHEREAS: FESTIVAL and ELITE want to enter into a similar agreement for a longer term and an increased management fee.

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants hereinafter set forth, the parties agree to the following:

### **1. Engagement**

The parties hereto agree that the 2023 Agreement executed in August of 2023 will be the basis for this Agreement and that the 2023 Agreement is incorporated herein as Exhibit E and is an integral part of this Agreement.

The terms and conditions contained in Exhibit E will be followed in this Agreement, with adjustments in fees and comparable dates used moving forward as appropriate.

### **2. Term and Termination**

The term of this Agreement is effective upon the execution of the parties hereto, and covers the period from August 1, 2024, until November 1, 2027, unless otherwise terminated.

### **3. Adjustments to Management Fees**

The following schedule indicates the revised Management Fee Numbers:

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>Fee per Clause 3.2</u>	\$27,300	\$31,500	\$37,800	\$44,100
<u>Fee per Clause 3.3</u>	\$37,700	\$43,500	\$52,200	\$60,900
<u>TOTAL:</u>	\$65,000	\$75,000	\$90,000	\$105,000

### **4. Miscellaneous**

FESTIVAL will endeavor to accommodate reasonable requests made by ELITE, such as adjusting the payment reimbursement schedule, when possible.

-----SIGNATURE PAGE FOLLOWS-----

The individual signing this Agreement have the authority to act on behalf and bind FESTIVAL and ELITE respectively:

On behalf of FESTIVAL:

By: Robert S. Beller

Name: Robert S. Beller

Title: Vice-President

On behalf of ELITE:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# **Byers Wrecker Service Inc.**

**398 SOUTH ST  
ROCHESTER, MICHIGAN 48307**

Groveland Township MI

To whom it may concern Byers Wrecker Service Inc. is Contracted with the Oakland County Sheriff's Office for Towing Service in several areas thought out the county and will be able to handle any and all towing needs that may arise at the Renaissance Festival either on grounds or surrounding roadways 24hr a day any questions please feel free to contact me.

Bill Byers

O: 248-651-4180

C: 248-789-3985







## STATE BARRICADES, INC.

24806 Industrial Dr.  
Warren, Michigan 48089  
OFFICE# 586-756-8282  
CELL# 586-405-3873  
tony@statebarr.com

Date: 3-14-25

To:

ATTN: CHIP SCHULTZ

From: TONY MAGGIANO

COMMENTS: MICHIGAN RENAISSANCE FESTIVAL

8-11-25 - 9-29-25

4 MESSAGE BOARDS: \$3500.00 EACH

TOTAL: \$14,000.00

QUOTES GOOD FOR 30 DAYS. CALL RYAN TO SCHEDULE. DAILY ALIGNMENT IS THE  
CONTRACTORS RESPONSIBILITY. STATE BARRICADES DOES NOT INTERMIX EQUIPMENT  
WITH THE CONTRACTOR, DUE TO LIABILITY ISSUES. WATER BARRICADES TO BE FILLED  
& KEPT THAWED BY CONTRACTOR



**OAKLAND COUNTY SHERIFF'S OFFICE**  
**2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT**  
**WITH THE MICHIGAN RENAISSANCE FESTIVAL**

This AGREEMENT is made and entered into between the MICHIGAN RENAISSANCE FESTIVAL, a Corporation, registered and licensed to conduct business in the State of Michigan, whose local address is 12600 Dixie Highway, Holly, Michigan, 48442 ("COMPANY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("COUNTY"). The COUNTY is also represented by the OAKLAND COUNTY SHERIFF, MICHAEL J. BOUCHARD, in his official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 E., Pontiac, Michigan 48341 ("SHERIFF"). In this AGREEMENT, when the COUNTY and SHERIFF are referred to jointly and collectively, they will be referred to as the OAKLAND COUNTY SHERIFF'S OFFICE ("O.C.S.O.").

**INTRODUCTION:**

- A. The COMPANY has a series of one day events that are open to the general public and held annually on approximately fourteen (14) acres located at 12500 Dixie Highway, Holly, Michigan 48442, which includes numerous performances, performers in period costumes, concerts, demonstrations, shows, ceremonies, and concessions featuring both eateries and drinking booths, and other activities in an effort to recreate the atmosphere of an old European village during the Renaissance era ("EVENT");
- B. The COMPANY has consulted with the local law enforcement department regarding its ability to provide sufficient LAW ENFORCEMENT SERVICES at the EVENT and regarding whether any supplemental LAW ENFORCEMENT SERVICES are desirable and/or necessary.
- C. The SHERIFF, subject to the limits of available DEPUTIES and budget constraints, is authorized by law to provide LAW ENFORCEMENT SERVICES throughout the jurisdiction and territorial limits of Oakland County.
- D. The COMPANY has approached the O.C.S.O. about the possibility of supplementing limited, local LAW ENFORCEMENT SERVICES with O.C.S.O. DEPUTIES to provide increased LAW ENFORCEMENT SERVICES at the EVENT;
- E. The same fiscal and practical restrictions that limit the availability of local police resources for LAW ENFORCEMENT SERVICES at the EVENT also limit the ability of the SHERIFF to reassign DEPUTIES to provide LAW ENFORCEMENT SERVICES at the EVENT as part of their normal shift assignments and duties. However, because of the relatively large number of DEPUTIES the O.C.S.O. employs, the O.C.S.O. may be able to provide supplemental LAW ENFORCEMENT SERVICES at the EVENT on an overtime basis.
- F. The COMPANY, in recognition of the expense to the O.C.S.O. in providing increased LAW ENFORCEMENT SERVICES at the EVENT, has agreed to pay all COUNTY costs incurred in providing DEPUTIES for increased LAW ENFORCEMENT SERVICES at the EVENT.
- G. The O.C.S.O. is agreeable to providing DEPUTIES for supplemental LAW ENFORCEMENT SERVICES at the EVENT pursuant to the terms and conditions of this AGREEMENT, provided that such LAW ENFORCEMENT SERVICES do not: (a) impair or interfere with the O.C.S.O.'s ability to meet its other law enforcement responsibilities; (b) result in any O.C.S.O. loss of operational efficiency or readiness; and/or (c) result in any increased financial burdens or the assumption of any additional liabilities to County taxpayers.

**THEREFORE,** it is mutually agreed as follows:

1. **Definitions.** In addition to the terms and expressions defined elsewhere in this AGREEMENT, the

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



following terms, whether used in the singular or plural, possessive or non-possessive, and/or within or without quotation marks, shall be defined, read, and interpreted as follows:

- 1.1. "LAW ENFORCEMENT SERVICES" means the enforcement of the general criminal laws of this state and the motor vehicle and traffic laws of this state, including, but not limited to, road patrol, crime detection, crime prevention, and criminal apprehension, and/or response to any emergency or non-emergency which, in the sole judgment of any DEPUTY, appears to require the presence, attention, or services of any DEPUTY to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or accidental injury, and related law enforcement functions as authorized and/or mandated by law. LAW ENFORCEMENT SERVICES shall not include any responsibility or job duty of the COMPANY or any COMPANY AGENT including, but not limited to, gate attendants, ticket sellers, ticket takers, ushers, directors, supervisors, parking attendants, managers, nurses, emergency medical personnel or technicians, security guards, safety personnel, complaint adjusters, or any other plant, operational, or administrative personnel who perform any general crowd control and supervision functions, search any packages and/or patrons for objects such as bottles, cans, cameras, weapons, or tape recorders, remove any objectionable patrons, signs or displays, determine any person's admissibility to the EVENT, become involved in any dispute resolution with any COMPANY AGENT and/or patron or any person attending the EVENT, or enforce any COMPANY or EVENT rule, policy, or regulation unless such activity is for the prevention of crime and the enforcement of the general criminal laws including, but not limited to, criminal property trespass.
- 1.2. "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which the O.C.S.O. becomes legally and/or contractually obligated to pay, or any other liabilities of any kind whatsoever whether direct, indirect or consequential whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "COMPANY AGENT" means any and all COMPANY officers, directors, board members, employees, managers, departments, divisions, volunteers, agents, and representatives of the COMPANY, as well as any COMPANY licensee, concessionaire, contractor, subcontractor, vendor, subsidiary, joint venturer or partner, and/or any such persons, successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them and/or the COMPANY.
- 1.4. "DEPUTY" shall be defined to include the Undersheriff, any Major, Captain, Lieutenant, Sergeant, Deputy II, Deputy I, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the SHERIFF.
- 1.5. "COUNTY AGENT" means the OAKLAND COUNTY SHERIFF, SHERIFF MICHAEL J. BOUCHARD, and any and all other COUNTY elected and/or appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, trustees, volunteers, employees (including any and all DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT shall also include any person who was a COUNTY AGENT at any time during the term of this AGREEMENT but, for any reason, is no longer employed, appointed, or elected and serving as an agent.



2. Assignment of DEPUTIES. The O.C.S.O. will assign DEPUTIES to provide LAW ENFORCEMENT SERVICES at the EVENT as follows:

2.1 Each EVENT DATE will have two shifts, for a total of sixteen to twenty-four (16-24) DEPUTIES per EVENT DATE.

DEPUTIES will be provided in accordance with the following shift schedule for August 16, 17, 23, 24, 30 and 31, and September 1 of 2025:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 6, 7, 13, 14, 20, 21, 27 and 28 of 2025:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(11)	0800-1500 hours	(9)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for August 22, 23, 29, and 30 and September 5, 6, and 7 of 2026:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 12, 13, 19, 20, 26, and 27 and October 3 and 4 of 2026:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(11)	0800-1500 hours	(9)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for August 21, 22, 28, and 29 and September 4, 5, and 6 of 2027:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 11, 12, 18, 19, 25, and 26 and October 2 and 3 of 2027:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(2)	0900-1500 hours	(2)	1500-2100 hours
DEPUTY II:	(3)	0900-1500 hours	(8)	1500-2000 hours
DEPUTY II:	(7)	1000-1500 hours	(2)	1500-2100 hours

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL

3. Event Dates. The EVENT DATES are: August 16, 17, 23, 24, 30 and 31 of 2025; September 6, 7, 13, 14, 20, 21, 27 and 28 of 2025; August 22, 23, 29, and 30 of 2026; September 5, 6, 7, 12, 13, 19, 20, 26, and 27 of 2026; October 3 and 4 of 2026; August 21, 22, 28, and 29 of 2027; September 4, 5, 6, 11, 12, 18, 19, 25 and 26 of 2027; October 2 and 3 of 2027.

4. Payment.

- 4.1. The COMPANY agrees to pay the COUNTY for each individual DEPUTY scheduled to provide LAW ENFORCEMENT SERVICES at the EVENT pursuant to this AGREEMENT an amount equal to the total number of work hour(s), including any part of any hour(s), of LAW ENFORCEMENT SERVICES to be rendered by each individual DEPUTY, multiplied by the Hourly Overtime (OT) Rate indicated below for each DEPUTY's Rank.

<u>Rank</u>	<u>2025 Hourly OT Rate</u>	<u>2026 Hourly OT Rate</u>	<u>2027 Hourly OT Rate*</u>
LIEUTENANT	\$122.50	\$133.65	\$145.81
SERGEANT	\$111.00	\$121.10	\$132.12
DEPUTY II	\$90.86	\$99.13	\$108.15

\* 2027 rates are subject to change based on the Inflation Rate Multiplier (IRM). Actual rates to be determined November 2025. IRM is provided by the Michigan State Tax Commission.

- 4.2. The PARTIES estimate that the total cost of LAW ENFORCEMENT SERVICES will be **\$570,109.26**. The PARTIES agree that this amount is an estimate only and that actual costs for the provision of LAW ENFORCEMENT SERVICES could be more or less. The COMPANY will make payments to the COUNTY according to the following schedule:

<u>2025 Due Date</u>	<u>Amount Due</u>
August 13, 2025	\$18,513.92
August 20, 2025	\$18,513.92
August 27, 2025	\$27,770.88
September 3, 2025	\$27,236.48
September 10, 2025	\$27,236.48
September 17, 2025	\$27,236.48
September 24, 2025	\$27,236.48
Estimated 2025 Total Costs	\$173,744.64

<u>2026 Due Date</u>	<u>Amount Due</u>
August 19, 2026	\$20,198.96
August 26, 2026	\$20,198.96
September 2, 2026	\$30,298.44
September 9, 2026	\$29,715.44
September 16, 2026	\$29,715.44
September 23, 2026	\$29,715.44
September 30, 2026	\$29,715.44
Estimated 2026 Total Costs	\$189,558.12

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



<u>2027 Due Date</u>	<u>Amount Due*</u>
August 18, 2027	\$20,036.92
August 25, 2027	\$22,036.92
September 1, 2027	\$33,055.38
September 8, 2027	\$32,419.32
September 15, 2027	\$32,419.32
September 22, 2027	\$32,419.32
September 29, 2027	\$32,419.32
Estimated 2027 Total Costs	\$206,806.50

If the COMPANY fails to make any of the above scheduled payments on time, the O.C.S.O. will have no further obligation to provide any LAW ENFORCEMENT SERVICES under the terms of this Agreement. If the actual cost of providing LAW ENFORCEMENT SERVICES exceeds the estimated amount, the COUNTY will submit an invoice to the COMPANY that sets forth the additional amount due for each DEPUTY'S service rendered through the end of the EVENT, and the COMPANY agrees to pay the COUNTY the full amount due and owing on any such invoice within thirty (30) days of the invoice date. Alternatively, if the actual cost of providing LAW ENFORCEMENT SERVICES is less than the estimated amount, the COUNTY will refund the difference to the COMPANY within thirty (30) days of the last scheduled EVENT DATE.

- 4.3. For purposes of computing the LAW ENFORCEMENT SERVICES costs, the total hours worked by any DEPUTY shall include not only all estimated hours worked in providing direct LAW ENFORCEMENT SERVICES for the EVENT, but shall also include any time spent on the following activities: (a) Travel time, on a daily basis, to or from the SHERIFF'S DEPARTMENT, in Pontiac, Michigan, at the beginning or end of any shift by any SHERIFF'S DEPUTY, if that SHERIFF'S DEPUTY shift starts or ends in Pontiac; (b) any time expended transporting any person arrested by any DEPUTY during the course of providing LAW ENFORCEMENT SERVICES at the EVENT to the Oakland County Jail, in Pontiac, Michigan, including any reasonable length of time spent at the Oakland County Jail by any DEPUTY while booking such person(s); (c) any minimum call-in or overtime hours guaranteed to DEPUTIES under any applicable union or employment contract, and/or (d) the performance of any LAW ENFORCEMENT SERVICES related duty or obligation which takes any DEPUTY away from the EVENT but which began or arose while any DEPUTY was providing LAW ENFORCEMENT SERVICES at the EVENT (e.g., hot pursuit, transporting a person for medical attention, an automobile accident occurring on the public road immediately outside EVENT grounds, etc.).
- 4.4. Upon Company's request, any O.C.S.O. payroll policies, payroll or attendance records, procedures, employment contracts, etc. that are applicable to the determination of the total costs to be paid to the COUNTY by the COMPANY pursuant to this AGREEMENT, shall be made available by appointment with the O.C.S.O. for inspection by the COMPANY.
- 4.5. The COMPANY has, to its satisfaction, examined the O.C.S.O.'S wage and cost structures and acknowledges and agrees that the COMPANY'S payment to the COUNTY under the terms of this AGREEMENT is not intended to result in any net financial gain or profit for the COUNTY; but is established to guarantee that the O.C.S.O. is fully reimbursed for any and all salary costs, on an overtime basis, and other fringe benefit costs and expenses that the COUNTY is required to pay to, or on behalf of, any DEPUTIES providing supplemental LAW ENFORCEMENT SERVICES for the EVENT.
5. Subject to the SHERIFF's sole discretion and judgment as to the County-wide prioritization of his law enforcement resources and law enforcement needs, the COMPANY may request from the SHERIFF

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



that he assign additional DEPUTIES to perform LAW ENFORCEMENT SERVICES at the EVENT. The SHERIFF, subject to the terms of this AGREEMENT, may assign any or all such additional requested DEPUTIES at the applicable Hourly Overtime Rate for the rank of each such additional DEPUTY assigned.

6. The O.C.S.O. and the COMPANY agree and acknowledge that the LAW ENFORCEMENT SERVICES provided for under the terms of this AGREEMENT are strictly limited to those governmental law enforcement functions authorized by law and are exclusively governmental activities and functions of the type and nature that would be normally supported by tax dollars, and that this AGREEMENT simply acknowledges the unusual circumstances and increased law enforcement needs created by the EVENT and the corresponding increased financial burden on government law enforcement agencies created by such EVENT.
7. The COMPANY acknowledges and agrees that there may be circumstances beyond the SHERIFF's control when the SHERIFF, in his sole discretion and judgment as to the prioritization of his law enforcement resources, his overall evaluation of Oakland County's immediate law enforcement needs, and his determination as to the allocation of O.C.S.O. law enforcement personnel at that time to best serve the citizens of Oakland County, may be unable to assign any or all of the DEPUTIES contemplated to provide LAW ENFORCEMENT SERVICES on any particular EVENT DATE. The COMPANY acknowledges and agrees that this AGREEMENT, does not, and is not intended to, create either any absolute right in favor of the COMPANY, or any corresponding absolute duty or obligation upon the SHERIFF or the O.C.S.O., to guarantee that any specific number or rank of DEPUTIES will be present to provide LAW ENFORCEMENT SERVICES. The COMPANY acknowledges and agrees that the O.C.S.O.'s good faith and reasonable efforts to cooperate with the COMPANY in providing LAW ENFORCEMENT SERVICES and to develop the necessary schedules, budgets and plans to enable it to provide the numbers and ranks of DEPUTIES contemplated at the anticipated EVENT DATES and the promised professionalism of the O.C.S.O. In these regards, as demonstrated throughout previous similar agreements, are appropriate and adequate consideration to justify the COMPANY'S decision to enter into this AGREEMENT. The COMPANY hereby agrees to waive any and all CLAIMS against the COUNTY, SHERIFF, or the O.C.S.O. which arise in connection with, or as a result of, any alleged O.C.S.O. failure to provide adequate LAW ENFORCEMENT SERVICES at the EVENT.
8. If the SHERIFF is unable to provide any or all DEPUTIES necessary to supplement the existing available local LAW ENFORCEMENT SERVICES on any particular EVENT DATE, he will verbally communicate that fact to the COMPANY as soon as such fact becomes reasonably known to him.
  - 8.1 In the event of staffing shortages, a shift scheduled for a Deputy II may be filled by a Sergeant or Lieutenant to minimize forcing a Deputy II to fill the shift.
9. The SHERIFF and the COUNTY reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services, and this AGREEMENT does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of either the SHERIFF, the COUNTY, and/or any DEPUTY.
10. O.C.S.O. Independent Status. The COMPANY and the O.C.S.O. agree that neither the O.C.S.O. nor any DEPUTY, by virtue of this AGREEMENT, or otherwise, shall be considered or asserted to be an employee, contractor, sub-contractor, partner, joint venturer, representative, or agent of the COMPANY, and further agree that:
  - 10.1. At all times and for all purposes relevant to this AGREEMENT, the O.C.S.O. shall remain the sole and exclusive employer of all DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the direct payment to any DEPUTY of any DEPUTY'S wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any DEPUTY'S status as an employee of the O.C.S.O.

- 10.2. The COMPANY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual DEPUTY, except that any money paid directly to the COUNTY by the COMPANY to reimburse the COUNTY for its costs pursuant to this AGREEMENT shall not be deemed consideration paid by the COMPANY to any DEPUTY.
- 10.3. This AGREEMENT does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term(s) or condition(s) of employment, of any kind or nature whatsoever, in, upon, or for any DEPUTY and/or any DEPUTY'S agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable O.C.S.O. employment and/or union contract(s); (c) any level(s) or amount(s) of DEPUTY supervision, standard(s) of performance, training and education standard(s); and/or (d) any O.C.S.O. rule(s), regulation(s), hours of work, shift assignment(s), order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and/or all conduct and actions of all DEPUTIES.
- 10.4. This AGREEMENT does not, and is not intended to, limit, modify, control, or otherwise affect in any manner the SHERIFF's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which in any way governs or controls any activity of all DEPUTIES. The COMPANY further agrees that this AGREEMENT does not obligate or require the SHERIFF or the O.C.S.O. to change, alter, modify, use, or develop any different or special LAW ENFORCEMENT SERVICES policies, practices or procedures for use at the EVENT.
- 10.5. This AGREEMENT does not, and is not intended to include any O.C.S.O. warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the COMPANY, any COMPANY AGENT(S), or any person attending the EVENT, that any LAW ENFORCEMENT SERVICES provided by the O.C.S.O. under the terms and conditions of this AGREEMENT will result in any specific reduction or prevention of any criminal activity at the EVENT, or any other such performance-based outcome.
- 10.6. Under the terms of this AGREEMENT, the COMPANY agrees and promises that no DEPUTY shall be asked or required to perform any services directly for the COMPANY or otherwise be available to perform any other work or assignments from the COMPANY or be expected to perform any acts other than LAW ENFORCEMENT SERVICES, and that no DEPUTY shall be employed in any manner or capacity by the COMPANY.
- 10.7. The COMPANY agrees that neither the COMPANY nor any COMPANY AGENT(S) shall otherwise provide, furnish or assign any DEPUTY with any job instructions, job descriptions, job specifications, or job duties, or, in any manner attempt to control, supervise, train, or direct any DEPUTY in the performance of any O.C.S.O. duty or obligation to provide LAW ENFORCEMENT SERVICES under the terms of this AGREEMENT.
11. The COMPANY agrees that this AGREEMENT does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to any LAW ENFORCEMENT SERVICES in favor of the COMPANY, any COMPANY AGENT(S), and/or any patron or other person attending the EVENT. Further the COMPANY agrees that at all times, and for any and all purposes under this AGREEMENT, the O.C.S.O. and/or any DEPUTY present at the

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



EVENT shall be present strictly and solely to perform its governmental law enforcement function authorized by law and for the benefit of the general public, and under no circumstances shall any DEPUTY undertake any activity or duty on behalf of the COMPANY or provide any particular or specific service or benefit to or for the COMPANY, any COMPANY AGENT(S), or any patron or other person attending the EVENT.

12. The COMPANY agrees that this AGREEMENT does not, and is not intended to, transfer, delegate, or assign to the COUNTY, the SHERIFF, and/or any COUNTY AGENT(S) any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the EVENT. The COMPANY agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for any and all costs, obligations, and/or civil liabilities associated with owning and operating the EVENT, including, but not limited to, the provision of any Emergency Medical Treatment, rendering any first aid or medical treatment facilities, providing or implementing any fire or emergency evacuation plans or procedures, providing for basic crowd control, security services or obligations, safety functions, and/or any other activity associated with the EVENT that is not within the definition of LAW ENFORCEMENT SERVICES or otherwise a governmental law enforcement function under the terms of this AGREEMENT and which is not under the control and direction of the O.C.S.O. The COMPANY further agrees that it shall not reduce, eliminate, or otherwise fail to provide, in any way, the same number(s) and type(s) of security, emergency, or other personnel and/or the scope of security and emergency service(s) or protection(s) that the COMPANY normally provides to any COMPANY AGENT(S) or any person attending the EVENT, due to the presence of the O.C.S.O. and/or any DEPUTY at the EVENT.
13. The COMPANY agrees that no COMPANY AGENT either as a result of or arising out of any act(s) by any person in the performance of any duty under this AGREEMENT, shall be considered or asserted to be an employee of the O.C.S.O. The COMPANY agrees that it shall be solely and completely liable for any and all COMPANY AGENT(S)' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, worker's disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any COMPANY AGENT(S)' employment status or any alleged violation of any COMPANY AGENT(S)' statutory, contractual, or constitutional rights by the COMPANY, the COUNTY or any COUNTY AGENT(S). The COMPANY agrees to indemnify and hold harmless the COUNTY and/or any COUNTY AGENT(S) from and against any and all CLAIM(S) which are imposed upon, incurred by, or asserted against the COUNTY and/or any COUNTY AGENT(S) by any COMPANY AGENT(S) which are based upon, result from, or arise from, or are in any way related to any COMPANY AGENT(S)' wages, compensation, benefits, or other employment-related rights, including, but not limited to, those described in this Paragraph.
14. The COMPANY shall be solely and exclusively responsible, during the term of this AGREEMENT, for guaranteeing that all COMPANY AGENT(S): (a) follow all lawful orders of any DEPUTY performing any duties under this AGREEMENT; (b) fully cooperate with all DEPUTIES in providing any LAW ENFORCEMENT SERVICES pursuant to this AGREEMENT; and (c) conform their activities to comply with the terms of this AGREEMENT.
15. The COMPANY freely and voluntarily consents to and agrees that the O.C.S.O. and all DEPUTIES, while providing LAW ENFORCEMENT SERVICES under the terms of this AGREEMENT, shall have free and open access to any and all premises, areas and locations at the EVENT.
16. The COMPANY, at its sole cost and expense, agrees to comply with the insurance requirements set forth in Attachment A, which is hereby fully incorporated into and made part of this AGREEMENT.
17. The COMPANY agrees to defend, indemnify and hold the COUNTY and/or any COUNTY AGENTS harmless from and against any and all CLAIMS that are imposed upon, incurred by, or asserted against the COUNTY by any person and are based upon, result from, or arise from, or are in any way related to any alleged error, mistake, negligent or intentional act(s) or omission(s) by the COMPANY and/or

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



any COMPANY AGENT(S), including, but not limited to: (a) any alleged breach of legal duty to any person by the COMPANY and/or any COMPANY AGENTS; (b) any alleged failure by the COMPANY or any COMPANY AGENTS to comply with any COMPANY duty or obligation in this AGREEMENT; (c) any other CLAIM(S) based, in any way, upon any COMPANY or COMPANY AGENTS' services, buildings, equipment, or any other event, occurrence, duty, or obligation related or attendant thereto. The COMPANY, however, shall not be obligated to pay any portion of any court ordered judgment or award for which a court has determined that the COUNTY and/or any COUNTY AGENT(S) was either solely negligent or solely at fault for any specific dollar amount of damages or loss to any person other than the COMPANY or any COMPANY AGENT(S).

- 17.1. The indemnification rights contained in this AGREEMENT are in excess and over and above any valid and collectible insurance rights/policies. If the validity or collectability of the COMPANY'S insurance is disputed by the insurance company, the COMPANY shall indemnify the COUNTY and/or any COUNTY AGENT(S) for all CLAIMS asserted against the COUNTY and/or any COUNTY AGENT(S), and if the insurance company prevails, the Company shall indemnify the COUNTY and/or any COUNTY AGENT(S) for any uncollectable accounts.
- 17.2. To the extent that the COMPANY's promise to indemnify, pay and hold harmless the COUNTY and/or any COUNTY AGENT(S) as set forth in this AGREEMENT may become unenforceable or uncollectible, the COMPANY shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law toward the payment and satisfaction of any CLAIM(S) against the COUNTY and/or any COUNTY AGENT(S).
- 17.3. COMPANY shall have no rights against the COUNTY and/or any COUNTY AGENT(S) for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the COUNTY and/or any COUNTY AGENT(S) except as expressly provided in this AGREEMENT.
18. The COMPANY agrees that all COMPANY indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations, and/or any other related obligations provided for in this AGREEMENT with regard to any acts, occurrences, events, transactions, or CLAIM(S) either occurring or having their basis in any events or transactions that occurred before the cancellation or expiration of this AGREEMENT, shall survive the cancellation or expiration of this AGREEMENT.
19. The COMPANY agrees that it may not assign, delegate, contract, subcontract or otherwise, transfer, promise, commit, or loan any O.C.S.O.'s or any DEPUTY'S LAW ENFORCEMENT SERVICES or duties under this AGREEMENT to any other person and/or public or private corporation, entity, or organization of any kind.
20. The COMPANY represents and warrants that it has reviewed all of its current or proposed lease and licensing agreements with its patrons, concessionaires, promoters, vendors, and other persons who are or may become contractually involved with the COMPANY for the EVENT, and hereby represents and warrants that the COMPANY does not have, and will not in the future have, any other contractual agreement that will in any manner restrict, interfere with, or prohibit the COMPANY, any COMPANY AGENT(S), or any other person from complying with the COMPANY's obligations and duties as set forth in this AGREEMENT.
21. The COMPANY agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the COMPANY becomes aware of which involves in any way the O.C.S.O. or any DEPUTY. The COMPANY agrees to cooperate with the O.C.S.O. in any investigation conducted by the O.C.S.O. into any act(s) or work performance of any DEPUTY.
22. Term. This AGREEMENT shall become effective on August 1, 2025 and shall remain in effect continuously until it expires without any further act or notice being required of any party at 11:59 p.m. on December 31, 2027. Either the COUNTY, the SHERIFF, or the COMPANY may cancel this

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



AGREEMENT for any reason without incurring any penalty or liability to any Party as a result, before its scheduled expiration, by delivering a written notice of cancellation of this AGREEMENT to the other two parties at least two (2) business days before the effective date of cancellation (which cancellation date shall be clearly stated in the notice), and at 11:59 P.M. on the stated effective date of cancellation, this AGREEMENT shall be canceled. COMPANY will remain obligated to reimburse the O.C.S.O. for any and all costs (e.g., minimum overtime pay, minimum contract call-in or overtime notice provisions, etc.) already incurred by the COUNTY and/or SHERIFF prior to the cancellation effective date.

23. This AGREEMENT, and any subsequent amendments, shall not become effective prior to the approval by resolution of the COUNTY Board of Commissioners. The approval and terms of this AGREEMENT shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and shall also be filed with the office of the Clerk for the COUNTY.
24. The parties shall send, by first class mail, or alternatively may deliver in person, all correspondence and written notices required or permitted by this AGREEMENT to each of the signatories of this AGREEMENT, or any signatory successor in office, to the addresses shown in this AGREEMENT. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage, with the U.S. Postal Service or delivered to such person's office during normal business hours.
25. This AGREEMENT is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this AGREEMENT is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this AGREEMENT, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
26. Absent an express written waiver, the failure of any party to pursue any right granted under this AGREEMENT shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this AGREEMENT. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
27. The COUNTY, the SHERIFF, and the COMPANY acknowledge that this AGREEMENT shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
28. This AGREEMENT sets forth the entire agreement for increased LAW ENFORCEMENT SERVICES for the EVENT between the O.C.S.O. and the COMPANY and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the O.C.S.O. and the COMPANY in any way related to the subject matter hereof, except as expressly stated herein. This AGREEMENT shall not be changed or supplemented orally and may be amended only by concurrent resolutions of the Oakland County Board of Commissioners and the COMPANY Board of Directors.
29. For and in consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this AGREEMENT, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the COMPANY hereby agree and promise to be bound by the terms and provisions of this AGREEMENT.

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL



IN WITNESS WHEREOF, JAMES H. PETERSON, President and CEO of MICHIGAN RENAISSANCE FESTIVAL hereby acknowledges that he has authority to execute this AGREEMENT on behalf of MICHIGAN RENAISSANCE FESTIVAL, and hereby accepts and binds MICHIGAN RENAISSANCE FESTIVAL to the terms and conditions of this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS:

MICHIGAN RENAISSANCE FESTIVAL  
a Corporation registered in Michigan

By: \_\_\_\_\_  
JAMES H. PETERSON  
President and CEO

IN WITNESS WHEREOF, DAVID T. WOODWARD, Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this AGREEMENT on behalf of the COUNTY OF OAKLAND, and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS:

COUNTY OF OAKLAND, a Michigan  
Constitutional and Municipal Corporation

By: \_\_\_\_\_  
DAVID T. WOODWARD, Chairperson,  
Board of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, hereby accepts and binds the Office of the Oakland County Sheriff to the terms and conditions of this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan  
Constitutional Officer

By: \_\_\_\_\_  
MICHAEL J. BOUCHARD  
Oakland County Sheriff

OAKLAND COUNTY SHERIFF'S OFFICE  
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE  
FESTIVAL

**ATTACHMENT A**  
**COMPANY PROVIDED INSURANCE**

1. The COMPANY agrees, at its sole cost and expense, to purchase and maintain the following insurance coverage(s), in the minimum coverage amounts indicated below, protecting the COUNTY and COUNTY AGENTS from any and all CLAIMS (as defined in the AGREEMENT), for the entire duration of this AGREEMENT and to provide the COUNTY with appropriate Certificates of Insurance. The COMPANY acknowledges that all insurance obligations, bonds, and/or certificates or proof of same required shall be subject to the approval of the COUNTY'S Risk Management Division.
  - a. Comprehensive General Liability Broad Form Endorsement in the minimum amount of \$3,000,000.00 C.S.L., and with the following as minimum requirements:
    - i. Broad Form Property damage;
    - ii. Premises/Operations;
    - iii. (Blanket) Broad Form Contractual;
    - iv. Personal Injury - delete contractual exclusion "A" and employee exclusion "C"; and
    - v. Additional Insured - The COUNTY OF OAKLAND, the O.C.S.O. and all COUNTY AGENT(S) as defined in this AGREEMENT to include, without limitation, all COUNTY elected and appointed officials and their employees and agents for CLAIM(S), actions, lawsuits, etc., arising out of the sole acts of the COMPANY and/or COMPANY AGENT(S).
  - b. Professional Liability (Errors and Omissions), including Police Professional Liability in the minimum amount of \$1,000,000.00; and
  - c. All Certificates of Insurance shall contain the following clauses:
    - i. "Any coverage afforded the COUNTY shall apply as primary and not excess to any insurance issued in the name of the COUNTY OF OAKLAND, et al.";
    - ii. "The insurance company(s) issuing the policy or policies shall have no recourse against the COUNTY OF OAKLAND for payment of any premiums or for assessments under any form of policy.";
    - iii. "Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the COMPANY"; and
    - iv. "There will be no additional exclusions running to the Additional Insured based upon any actions or activities of the named insured."
  - d. All Certificates of Insurance are to provide 30 days' notice of material change or cancellation. All Certificates of Insurance must be provided no less than ten (10) working days before commencement of date of this AGREEMENT to the COUNTY'S Risk Management Division. Insurance carriers, coverage(s), and policy limits are also subject to the approval of the COUNTY'S Risk Management Division as to conformity with the requirements of this AGREEMENT.
2. The COMPANY agrees that the COUNTY shall be legally subrogated to any rights to recover or any benefits the COMPANY may have in any insurance policy and to the full extent of any payment made under any insurance policy as may be required to make the COUNTY whole for any CLAIM(S). The COMPANY agrees to cooperate and do any act necessary to secure such rights for the COUNTY.



## 2025 Michigan Renaissance Festival

### Parking lot capacity protocol

In the unlikely occurrence that the Parking Lots at the Michigan Renaissance Festival are approaching capacity, the Festival will close its gates for the remainder of the day, or until sufficient parking spaces become available. The following procedures and protocols will be in place for 2025:

1. Upon notice from the on-site director of parking operations for the independent third party professional parking company retained by the Festival that the Parking Lots are likely to reach capacity in thirty minutes, the designated Festival management person will notify the Sheriff's Office Command.
2. Sheriff's Office Command will then notify those Deputies currently on Dixie Highway to prepare to close the gates.
3. Festival staff will prepare to deploy proper signage along Dixie Highway to read ***"Festival closed due to capacity"***.
4. Sheriff Deputies on Dixie Highway will be given signs to be placed by patrol cars that also read ***"Festival closed due to capacity"***.
5. Upon execution of closing the gates all signs will be placed onto Dixie Highway to advise patrons of Festival closing.
6. Festival management will change the digital signs located on I-75 and Dixie Highway to read ***"Festival closed due to capacity"***.
7. Festival management will post on all social media platforms that ***"Festival is closed due to capacity"***.
8. Sheriff's Deputies will begin the monitoring of traffic on Dixie Highway and enforce the no parking ordinances where applicable.
9. If needed Byer's towing will be dispatched to impound any vehicles that are in a no parking zone. Vehicles will be towed to the Groveland Township fire station and placed in the impound lot.
10. This protocol will continue until the parking lot has been cleared enough to safely allow parking to resume.



**FESTIVAL  
CLOSED  
DUE TO  
CAPACITY**



## Assigned Posts:

### 1. North Drive.

This is the main entrance to the venue for southbound Dixie Hwy Traffic. No Northbound Dixie Highway traffic should enter from this point. Exiting traffic will be able to go either north or southbound.

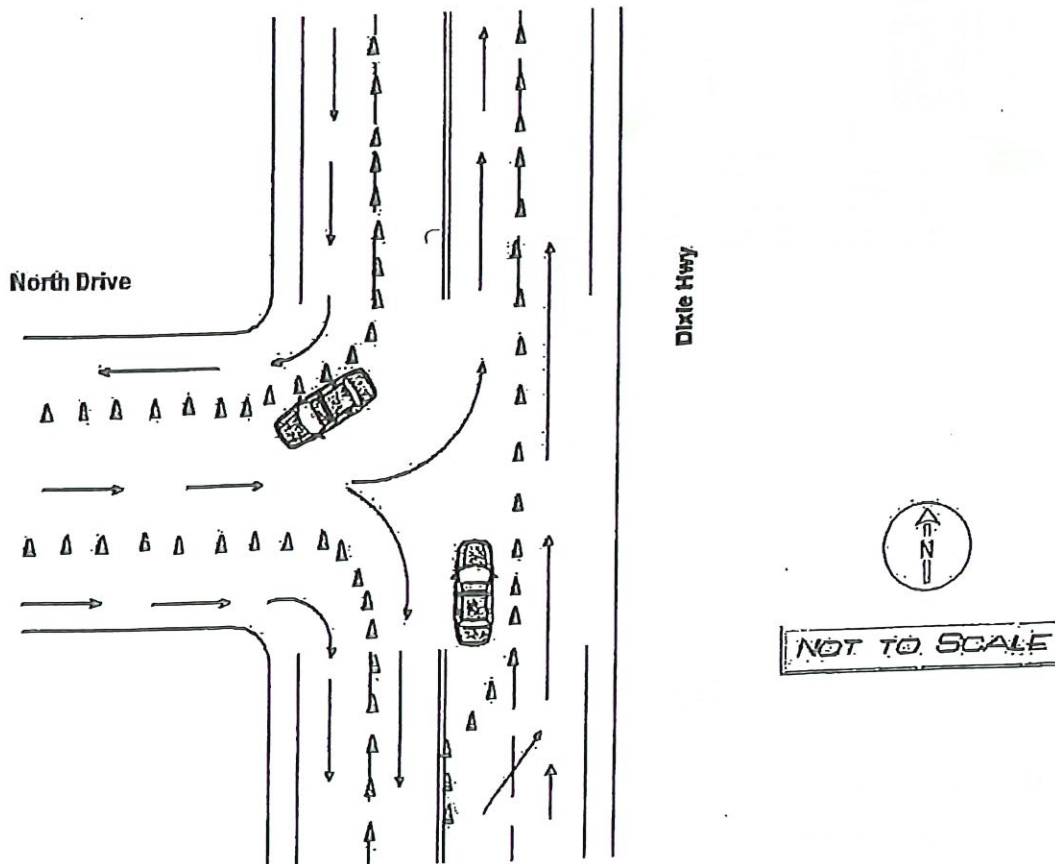


Diagram (a)

2. **South Drive**- This is the main entrance to the venue for north bound Dixie Hwy Traffic. If a vehicle needs to take a left turn from Perryville Rd to southbound Dixie Hwy, all effort will be made to accommodate that motorist as quickly and safely as possible. All traffic exiting from this point must to right and head south on Dixie Hwy.

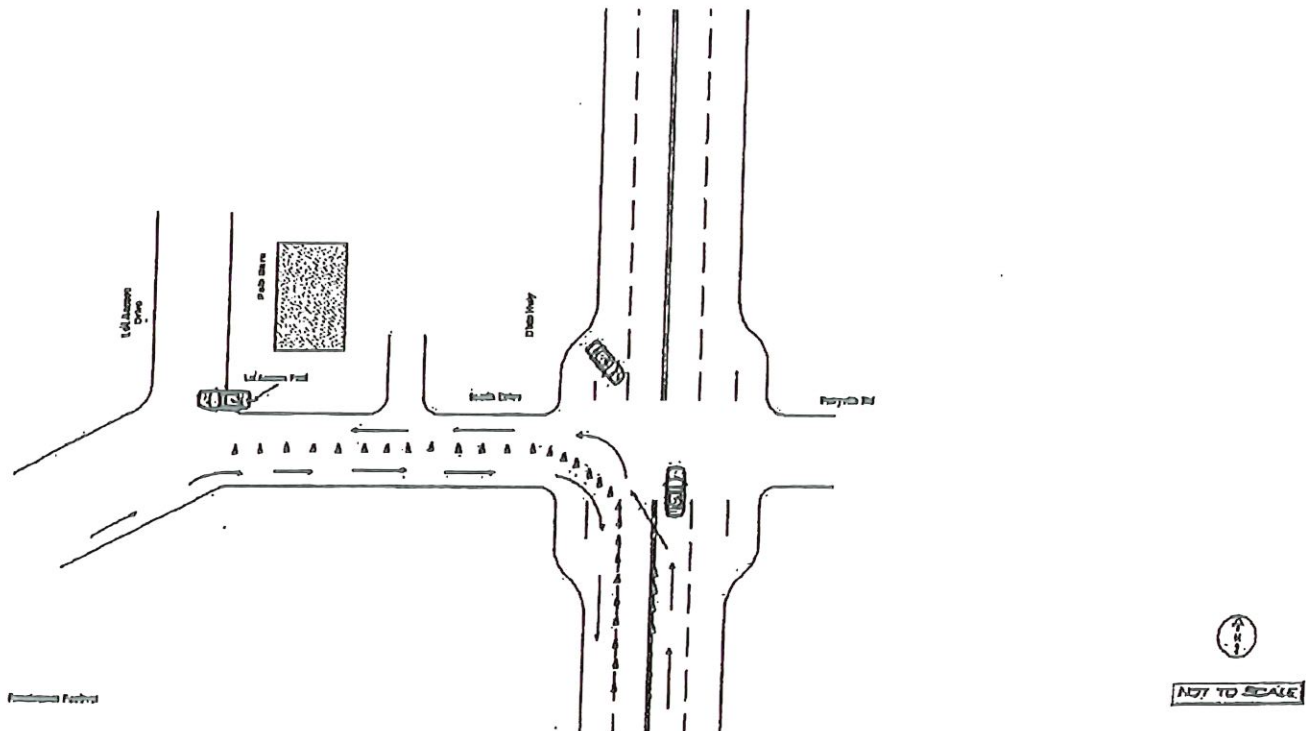
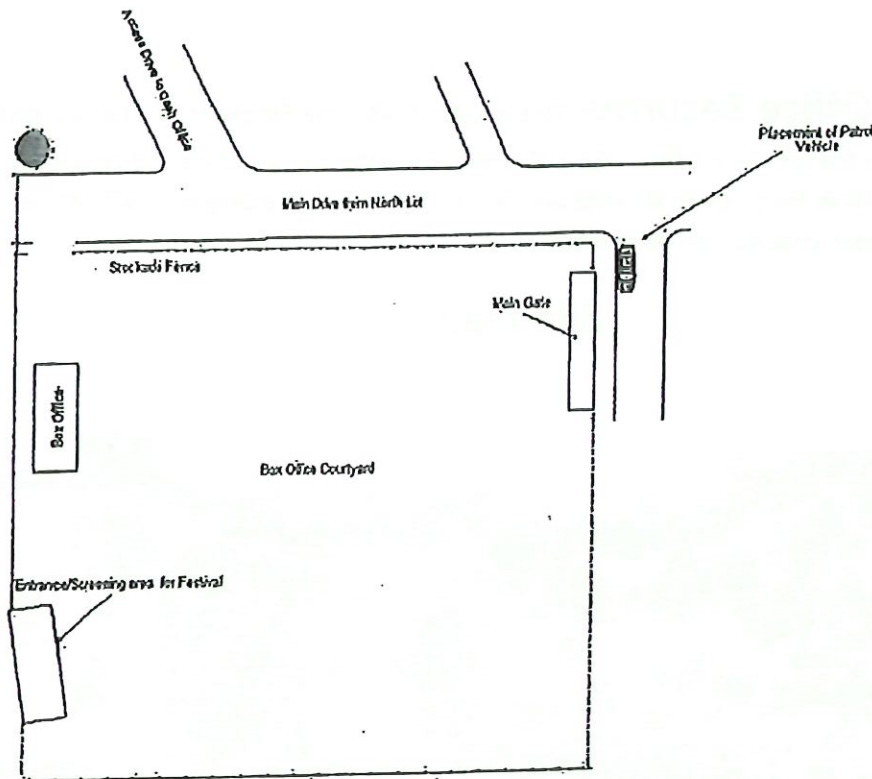


Diagram (b)

3. **Lot Access Drive**- The deputy will assist the parking lot flagger (see diagram b) with the directing of patrons to the south lot. Generally, the only vehicles allowed to access the North lot from this point would be; handicapped, festival employees, or motorcyclists. \*This can be subject to change based on the needs of Festival Management.



- 4. Box Office Security-** The Deputy will park their vehicle along Gatehouse entrance. The Deputy will maintain a highly visible presence in and around the box office courtyard area. Diagram (c)



**Diagram (C)**

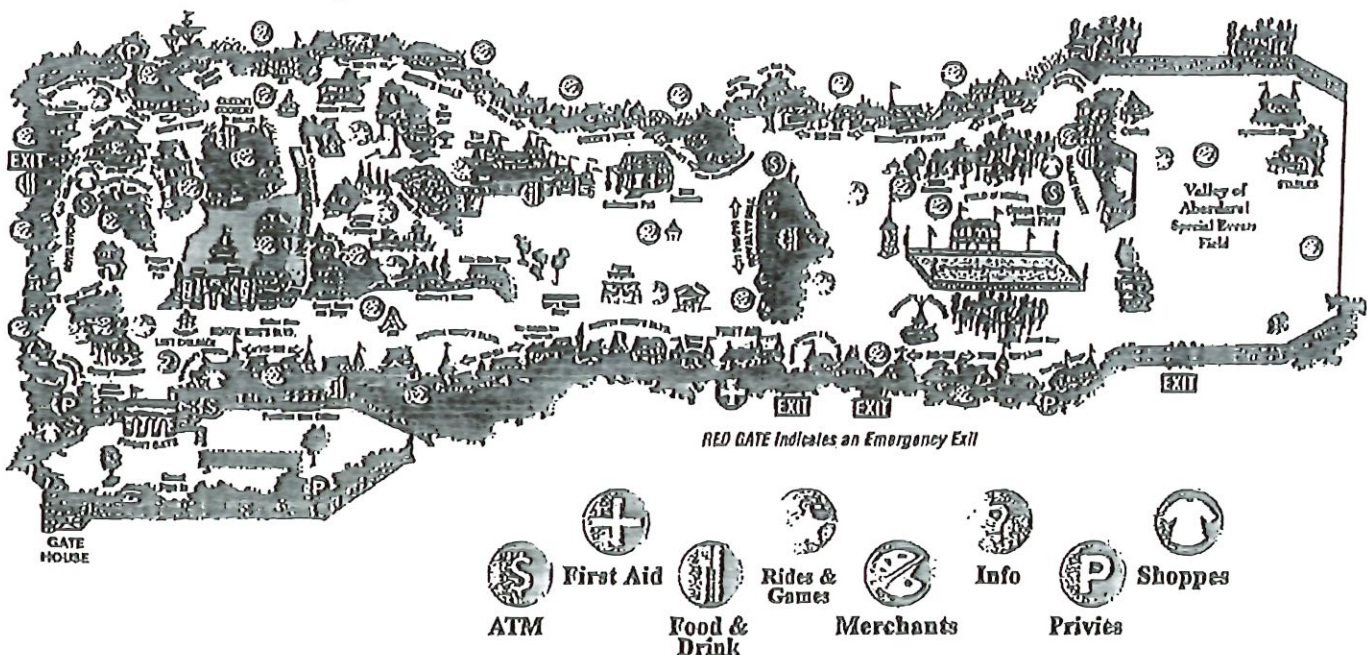
- 5. North Lot/Relief/Special Assignment-** When assigned to this position the Deputy will patrol the North Lot. They are a visual deterrent for any criminal activity that may occur. They will assist with lockouts, or helping patrons find their vehicles. During this assignment the deputy is expected to take at least one foot patrol down the board walk that connects both the north and south lots. \*PRE-LABOR DAY Assignment. after 5pm both the North and South Lot assigned Deputies will report inside the venue near the GUINNESS PUB for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

- 6. South Lot/Relief/Special Assignment-** When assigned to this position the Deputy will patrol the South Lot. They are a visual deterrent for any criminal activity that may occur. They will assist with lockouts, or helping patrons find their vehicles. During this assignment the deputy is expected to take at least one foot patrol down the board walk that connects both the north and south lots. \*PRE-LABOR DAY Assignment. after 5pm both the North and South Lot assigned Deputies will report inside the venue near the GUINNESS PUB for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

**7. Relief/Rover Assignment.** When assigned to this detail the deputy may be tasked with relieving a posted position, assisting with any additional traffic issues, or act as additional foot patrol within the venue. **LABOR DAY and POST LABOR DAY Assignment.** After 5pm the Relief/Rover assigned Deputies will report inside the venue near the **GUINNESS PUB** for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

**8. Late shift Cash Office Security-** This is staffed with one Sergeant and two deputies. This post is to provide armed security for the Cash Office. Once the proceeds have been transferred to private security, escort the vehicle out to Dixie Hwy. Once all units are clear of the venue, the Sergeant will advise dispatch that all units are clear, and the radio channel can be secured.

### Site map



**Drone policy-** The Renaissance Festival has a strict policy against the unauthorized use of drones on site. If a violation is observed. Try to identify the pilot and have them ground the drone. Write an informational report. A subject can be cited under Michigan Public Act 46 of 2016 Section 259.313 under the following:

259.321 - UNMANNED AIRCRAFT - INTERFERENCE WITH DUTIES OF PUBLIC SAFETY PERSONNEL

259.3221 - UNMANNED AIRCRAFT - OPERATING TO HARASS

259.3222 - UNMANNED AIRCRAFT - OPERATING IN VIOLATION OF RESTRAINING ORDER

259.3223 - UNMANNED AIRCRAFT - OPERATING TO SURVEIL, PHOTOGRAPH ETC. UNCLOTHED PERSON OR TO INVADE PRIVACY

259.3224 - UNMANNED AIRCRAFT - SEX OFFENDER OPERATING IN VIOLATION OF SENTENCE



\*Keep in mind, the act of flying a drone over a crowd of people is in violation of FAA rules. Currently that violation has not been adopted by MI State Law. The above violations are in CLEAR, and a citation can be issued.

**Lost and Found-** The Information booth directly inside the main gate or at the Box Office outside of the venue

**Medicals-** Groveland Fire is on scene within the venue (see map)

**Extra Patrols-** Deputies assigned to the North or South Parking Lot details (Pre-Labor Day Staffing) will be reassigned from 5pm to Closing to foot patrol around the Guinness Pub area to monitor the area for disorderly conduct. (Post Labor Day Staffing) this detail will be handled by the Relief/Rover positions. THIS IS A TWO DEPUTY DETAIL. Stay in pairs.

**Requests for public announcements via the patrol vehicle in-car Public Address system-**In the event of safety issues venue management may request information to be broadcast to patrons via the OCSO in car public address system. These requests will have prior authorization by on site Command before broadcasting. Every attempt to accommodate these requests shall be made when practical.

**Traffic Enforcement-**All Deputies shall enforce the Michigan Vehicle Traffic Code while working at this event. MCL codes of interest:

MCL 257.602- Compliance with the order or direction of a police officer.

MCL 257.606- Impound of an illegally parked vehicle.

**Reminders-** Arrive with a clean marked patrol vehicle and traffic vest. It would be a good idea to keep a spare fully charged replacement battery with you as well. Food is provided (hamburgers, hotdogs, chicken) underneath the white dining fly directly across from the Cash Office.

## Phone Numbers:

Chip Schultz: 248 343 2259

Groveland Fire: 248 634 7722 (direct)

OCSO Dispatch: 248 858 4950

LEIN: 248 858 4955

Byers Towing: 248 651-4180 (to give to the public)





# Renaissance Festival

12600 Dixie Hwy., Holly, MI 48442  
Office: 248.634.5552 • Fax: 248.634.7590

## 2025 Volunteer Grounds Cleanup Contract

The following will confirm the agreement between Michigan Renaissance Festival, hereinafter referred to as the FESTIVAL, and West Wood Heights School, hereinafter referred to as the ORGANIZATION, concerning your operation of the Grounds at the Michigan Renaissance Festival.

1. ORGANIZATION agrees, during the 2025 Michigan Renaissance Festival (Saturday's & Sunday's) August 16th thru September 28th, along with Labor Day September 1st & Festival Friday September 26th, 2025, to staff, operate and manage the entire GROUNDS CLEAN UP under the supervision of Festival. Adverse weather conditions must not interfere with the operation and costuming. The festival operates successfully during inclement weather.
2. ORGANIZATION agrees to operate said area from approximately 9:00 a.m. to 7:00 p.m. on each assigned day of the Festival with no less than 15 Employees. @ a time, if FESTIVAL is required to provide support staff for any period of time, ORGANIZATION will be charged \$100.00 a day. ORGANIZATION is required to be in matching attire such as matching T-Shirts as to be able to identify group members while on festival grounds.
3. ORGANIZATION agrees to operate said booth(s) in accordance with all FESTIVAL rules, regulations, federal, state and local municipal laws.
4. ORGANIZATION hereby authorizes the FESTIVAL, its successors or assigns to use its name or photograph(s) or facsimile for promotional purposes or trade in connection with the promotion of the Bay Area Renaissance Festival.
5. CANCELLATION POLICY: It is agreed that if notified that the FESTIVAL is unable to provide a suitable work area due to an act of God (such as natural inclement weather or other adversities), an amount equal to 1/16 of ORGANIZATION'S fees will be deducted for each date ORGANIZATION does not work.
6. MONIES: FESTIVAL shall pay ORGANIZATION \$10,000 within 45 days of the festival's end. Along with a \$2,500 bonus if said group has 15 people every day.
7. INSURANCE: If ORGANIZATION does not carry insurance valid for activities at the festival, upon request Michigan Renaissance Festival shall name ORGANIZATION as an additional insured for General Liability. Organizations carrying appropriate insurance shall name Michigan Renaissance Festival responsible as an additional insured for General Liability.
8. DISCLAIMER: Michigan Renaissance Festival shall not be responsible in any manner or form whatsoever for failure to be open or be operable for any reason or cause beyond the control of the FESTIVAL. ORGANIZATION shall be solely responsible for all damage of any nature or form caused by the operation of booth to the festival grounds, to the property of other participants and to all third parties including, but not limited to, customers of ORGANIZATION and other persons entering the festival grounds with or without consent of FESTIVAL. ORGANIZATION shall indemnify and hold Michigan Renaissance Festival harmless from any and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operation of the booth, and shall defend any lawsuits or claims brought against Michigan Renaissance Festival by any third parties of any nature or form whatsoever as a result of ORGANIZATION'S operation including attorney's fees incurred in defending such lawsuit or claim.
9. ORGANIZATION shall abide by all rules and regulations. ORGANIZATION'S signature to this agreement does signify his or her intent to cooperate with Michigan Renaissance Festival in education and direction of all persons involved in the following areas, as per the rules, regulations, and guidelines of the Festival:
  - Sanitation
  - Clean-Up
  - Preparation
  - Dialogue and Attitude

### ACCEPTED & APPROVED

Name of Organization: Hamardy Marching Band Authorized Representative: Mia Walker  
Representative Address: \_\_\_\_\_ Federal Tax ID: 38-6003120  
City: Flint State: MI Zip Code: 48505  
Email: MWalker@HamardyHawks.net Phone: 810-819-1650 Fax: \_\_\_\_\_  
Signature: Mia Walker Date: 3-18-25



Michigan Bay Area  
**Renaissance Festival**  
NON PROFIT ORGANIZATION APPLICATION

PLEASE PRINT

Organization Name: Hamody Middle High School Mocking Bird  
Address: 3333 Carpenter Tax ID #  
City: Ellet State: MI Zip: 48504

Chief Administrator: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Contact Person: Mia Walker  
Address: 717 East Alma Ave  
City: \_\_\_\_\_ State: MI Zip: 48505  
Daytime Phone: 810-819-1150 Evening Phone: Same  
Email Address: maurber155@yahoo.com

How many volunteers do you estimate your group will be able to provide for this fundraising event?  
Number of Volunteers: \_\_\_\_\_ Age Range: \_\_\_\_\_ If

your organization has participated prior to the upcoming season, please indicate which area(s) and booth(s).

Which areas are you interested in working? (You may mark more than one or none if you're not sure.)  
grounds (trash) front gate

Parking \_\_\_\_\_ Grounds \_\_\_\_\_ Food Service \_\_\_\_\_ Souvenirs \_\_\_\_\_ Beer and Wine \_\_\_\_\_

How much money does your group need to earn? \$0.00  
How will the money from this event be used? Uniforms, Instrument & repairs

Please write in the dates of the festival and circle to indicate the weekends that your organization will be able to commit to. (Dates are available at michfest.com or bayarearenfest.com or via phone.)

(Groups that can commit to all of the dates will receive preference.)



2025-2026 Enroll

WEEK 1	<u>X</u>	WEEK 2	<u>X</u>	WEEK 3	<u>X</u>
WEEK 4	<u>X</u>	WEEK 5	<u>X</u>	WEEK 6	
WEEK 7	<u>X</u>				

Signature: Mia Weir Date: 3-18-25

Michigan Renaissance Festival/Bay Area Renaissance Festival • 248.634.5552  
Jennifer Lee • jentfest@gmail.com





Date: 01/27/2025

Holly Township  
Karen Winchester, Holly Twp Clerk  
102 Civic Dr.  
Holly Michigan 48442

**RE: Review of Michigan Renaissance Festival response to the Fire Departments  
2025 Fire Safety Improvement/Upgrades requirements**

Dear Karen,

The Fire Department has reviewed the response and actions the Michigan Renaissance Festival is proposing to satisfy the joint Fire Department and Holly Township Building Department's requirements. These fire/safety & building code requirements were from observations made during the festival's 2024 operating season including carryover code requirements from the 2023 season and earlier.

The Festival's response is extensive but appears to be related to the Building Department's findings. The requirements itemized in the Fire Departments letter of 10-30-2024 and reviewed at our joint December meeting were not specifically addressed, though there is some overlap in the two reports showing partial movement toward correction. Most of the fire departments' requirements show no plan for correction.

Specific topics that need a corrective action plan are summarized in the listed below and are from the fire department's comprehensive 10-30-2024 letter. The requirement numbers, from this letter, are included next to each item for reference for ease of locating the full scope of the Fire/Life Safety issue that needs correction.

**Key Fire Safety Issues that need to be corrected as itemized in the Fire Departments' Fire Safety Review Letter, presented to the Festival during the December 2024 meeting.**

**The items listed below need a corrective action plan and timeline.**

1. Meeting the onsite water supply, Need Fire Flow (NFF).
  - **2023-09, Water Supply to Meet the Need Fire Flow (NFF) (Revised 2024)**  
*Festival will get a quote to have a well dropped and is also currently waiting to see how the current project of getting water down Dixie Hwy will work out so as to tie into the system when ready.*
2. Means of Egress, Gate Replacement finalization.
  - **2023-03, Crowd management.** *This falls in line with the current project list from Holly Township, more gates will be replaced this upcoming season.*



3. Upgrade cooking equipment, design & arrangement, and ventilation.
  - **2024-01, Commercial Cooking, Design, Arrangement and Protection.** *This line item also falls within the parameters of projects currently on-going to satisfy Holly Township*
4. Grease, Ash and Rubbish control.
  - **2024-02, Turkey Cooking Areas.** Grease management, solid fuel management and venting need substantial improvement *This line item also falls within the parameters of projects currently on-going to satisfy Holly Township*
  -
5. Electrical Upgrades, Outdoor Area 51, Stable, Wine Tent and Wedding Tent. Inside various throughout complex.
  - **2023-04, Electrical Maintenance / Upgrades. (Revised 2024)** *This line item also falls within the parameters of projects currently on-going to satisfy Holly Township We have already upgraded the electrical for the Wine and Wedding tents.*
  -
6. Tree Trimming, Shrubs, Organic Debris and Cattails control.
  - **2023-05, Trees, shrub trimming around and behind as well as general cleanup in most Crafters Area. (Revised 2024)** *This line item also falls within the parameters of projects currently on-going to satisfy Holly Township*
  - *Festival has already cut back 25-30 feet behind booths in the affected areas, will also be cleaning up any debris left behind*
7. Maintenance Repair and Housekeeping
  - **2023-13, Daily Rubbish Disposal. (Revised 2024)** *Festival has contacted 2 separate Nonprofit organizations to clean up the site and handle the removal of thrash. Will also be adding more trash receptacles prior to the opening of the season.*
8. Walking Surfaces and Slip & Fall exposure, Playground.
  - **2023-06, General Safety Issues** *This line item also falls within the parameters of projects currently on-going to satisfy Holly Township*
  -
9. The spraying of all wood in the building with an intumescent coating is still required. The spraying cycle requires application prior to the 2025 season.
  - **2023-14, Limiting Spread of Fire. (Revised)** *Festival currently has the spraying on a time schedule so as to make sure this is complete.*



Deputy Fire Chief  
Douglas Smith CSP CFPS

NORTH OAKLAND COUNTY

PO Box 129  
Holly, MI 48442

Email  
dsmith@nocfa.com

WWW.**NOCFA**.ORG  
FIRE AUTHORITY

Mobile: 248-459-8322  
Fax: 248-634-3817

10. A vehicle access drive from the former campground to the western end of the south parking lot needs to be created.

- **2023-03, Crowd management.** *Festival is currently working with EGLE to handle an ongoing wetlands project and will look at this project in the future due to the extensive wetlands. That this would effect.*

Please call my cell, 248-459-8322, at any time to review these items.

In Fire Safety,

C Douglas Smith CSP, CFPS  
Deputy Fire Chief

Matt Weil CFI  
Fire Chief

C. Chip Schultz, General Manager, Michigan Renaissance Festival

C. Scott Herzberg, Holly Township Building official

C. Alexis Farrell, Planner McKenna

C. T.J. Parker, Michigan Renaissance Festival

*Proudly Serving Holly and Rose Township*





**From:** [Karin Winchester](#)  
**To:** [Alexis Farrell](#)  
**Subject:** Fw: Mrf approval letter  
**Date:** Thursday, May 8, 2025 1:02:10 PM

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Karin S. Winchester, MMC  
Clerk/Zoning Administrator

Holly Township  
102 Civic Drive  
Holly, MI 48442  
248-634-9331 Ext. 301

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**From:** Scott Herzberg <scottherzberg1@gmail.com>  
**Sent:** Thursday, May 8, 2025 10:32 AM  
**To:** Deputy Clerk <deputyclerk@hollytownship.org>; Karin Winchester <clerk@hollytownship.org>  
**Subject:** Mrf approval letter

Good morning

Alexis from McKenna asked for a written statement of approval the the Michigan Renaissance festival 2025 season from our building department. They are moving forward with obtaining permits and working towards our August 2026 completion deadline. Some progress has been made and I am satisfied with what has been completed to this point.

Thank you





**From:** [Chip Schultz](#)  
**To:** [Alexis Farrell](#); [Karin Winchester](#); [Matt Weil](#); [Doug Smith](#)  
**Subject:** Hollydazzle  
**Date:** Thursday, May 1, 2025 3:23:19 PM

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Hello again, I don't have the Hollydazzle attendance on anything official but here is the last years attendance:

2024: Over 19 day we saw 7119 which is an average of 375/day. our lowest day was 56 and our highest day was 1124 (5k run effected this day)

2023 Over 22 days we say 5933 which averaged 270/day.

Chip Schultz  
General Manager  
Michigan Renaissance Festival

Operations/Safety Services  
Bay Area Renaissance Festival  
St. Louis Renaissance Festival  
[cschultz@michrenfest.com](mailto:cschultz@michrenfest.com)  
248-343-2259

