

INTERGOVERNMENTAL SERVICE AGREEMENT

Between the Lake Orion Downtown Development Authority and the Village of Lake Orion

This Agreement is entered into this ____ day of _____, 2025, by and between the **Lake Orion Downtown Development Authority** ("DDA"), located at 118 N. Broadway St., Lake Orion, MI 48362, and the **Village of Lake Orion** ("Village"), a Michigan municipal corporation located at 21 E. Church St., Lake Orion, MI 48362. Collectively, the DDA and the Village are referred to as the "Parties."

RECITALS

Whereas, the DDA and Village seek to collaborate on essential public works services that directly support the safety, cleanliness, and operations of the Downtown district;

Whereas, the Parties desire to define and limit the scope of services provided by the Village Department of Public Works (DPW) on behalf of the DDA;

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. TERM AND TERMINATION

a) **Initial Term.** This Agreement shall commence on **July 1, 2025**, and shall terminate on **June 30, 2026**, unless otherwise terminated in accordance with this section.

b) **Automatic Renewal.** This Agreement shall automatically renew for successive one-year terms unless either Party provides notice of termination at least **90 days** prior to the renewal date.

c) **Termination.** Either Party may terminate this Agreement for any reason by providing at least **90 days' written notice**. Upon termination, DPW will complete any in-progress services or transition responsibilities as agreed upon.

d) **Annual Review.** The Parties shall meet at least annually in May to review performance, costs, and make any necessary amendments for the following fiscal year.

2. SCOPE OF SERVICES

The Village DPW shall provide the following services to the DDA district during the term of this Agreement:

1. **Streetlight and Electrical Outlet Repair**
DPW will perform maintenance and repair of DDA-owned or designated decorative streetlights and public electrical outlets within the Downtown district, including diagnosis, bulb or fixture replacement, and minor pole repairs.
2. **Trash Pickup – Twice Weekly**
DPW will empty public trash receptacles within the DDA district **two times per week**, year-round. The DDA shall provide all required trash bags, liners, and replacement containers as needed.
3. **Tree Trimming of Streetscape Trees**
DPW will trim and maintain all trees located in DDA streetscape areas to promote safety, visibility, and overall aesthetic value.
4. **Downtown Cleaning (Sidewalk Blowing for Street Sweeping)**
Every other week, two DPW staff members will report at **4:00 a.m.** to blow debris and litter from Downtown sidewalks and hardscape surfaces into the street to be collected by the Village street sweeper during normal sweeping operations.
5. **Special Event Support**
DPW will assist with setup and breakdown of DDA-sponsored events, including barricade placement and removal, and trash collection during and after the event. Support must be coordinated with DPW at least two weeks in advance of the scheduled event.
6. **Mulching of DDA-Improved Properties**
DPW will provide and spread mulch annually in designated DDA-maintained landscaped areas, including flower beds, tree bases, and other planted features.

No additional services shall be provided under this Agreement unless formally amended in writing by both Parties.

3. COMPENSATION

The DDA shall pay the Village the sum of **\$27,210.31 annually**, to be invoiced and paid in four equal quarterly installments. This amount reflects labor and equipment costs associated with the above Scope of Services, based on current operational rates.

The DDA shall supply all consumables (e.g., trash bags, liners, mulch) related to the services provided, unless otherwise agreed in writing. The DDA will also be provided a cost for replacement electrical parts when electrical repairs are needed.

If service levels, labor rates, or material costs change significantly, either Party may request a cost renegotiation during the annual review period.

4. INSURANCE AND LIABILITY

Each Party shall maintain appropriate insurance coverage for its operations and employees. Neither Party shall be liable to the other for incidental, indirect, or consequential damages arising out of the performance of this Agreement, except in cases of gross negligence or willful misconduct.

5. DISPUTE RESOLUTION

In the event of any dispute concerning the interpretation or application of this Agreement, the Parties shall meet in good faith to resolve the issue. If resolution is not achieved, the matter shall be referred to the Village Manager for non-binding mediation.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the DDA and the Village with respect to the services herein described and supersedes any prior agreements or understandings. Amendments must be made in writing and signed by authorized representatives of both Parties.

7. SIGNATURES

VILLAGE OF LAKE ORION

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

Darwin McClary
Village Manager

Debbie Burgess
Board Chair

Attest:

Wes Sanchez, DPW Director

Matthew Gibb, DDA Director

TOTAL \$69,237.65

Equipment Operator -(Includes fringes)
 Equipment Rental/Oakland County (truck & plow)
 Sidewalk Machine

\$38.91
 \$26.20
 \$19.85

Snow Removal	Hours	Wages	Material (salt)	Equipment Rental
Upper Municipal (old whiskey's)	1	\$38.91	\$22.00	\$26.20
DDA Office (Drive and sidewalk)	0.5	\$19.46	9.925	
Sidewalk Snow/Ice Control	4	\$155.64	79.4	
Slater St. Lot (and sidewalk)	0.5	\$19.46	\$11.00	\$13.10
Fork and Pint	0.5	\$19.46	\$22.00	\$13.10
DDA parking Lot	0.5	\$19.46	\$22.00	\$13.10
54 North	0.5	\$19.46	\$22.00	\$13.10
Sub Totals		\$291.83	\$188.33	\$78.60
Snow events per year	20		TOTAL	\$8,381.25

NO

Equipment rental (backhoe)
 Equipment rental (5yd Dump)
 sidewalk machine

\$77.12
 \$56.15
 \$19.85

Snow Hauling	Hours	Wages	# of Employees	Equipment Rental
Pull Snow off Sidewalks, Haul away	5	\$389.10	2	\$561.50
pulling and loading snow	5	\$194.55	1	\$385.60
pushing snow sidewalk machine	5	\$194.55	1	\$99.25
Sub Totals		\$778.20	4	\$1,046.35
10 snow events / year			TOTAL	\$13,684.13

NO

Equipment rental (truck)
 Equipment operator (includes fringe)

\$18.41
 \$38.91

Street Light & Outlet	Hours	Wages	# of Employees	Equipment Rental
Diagnosics	2	\$155.64	2	\$12.75
Replace Bulb	0.5	\$38.91	2	\$6.71
Replace Ballast	2	\$155.64	2	\$26.82
Replace outlet	3	\$233.46	2	\$40.23
reset breakers	3	\$116.73	1	\$40.23
Sub Totals		\$700.38		
TOTAL			TOTAL	\$827.12

YES

Equipment rental (truck) \$13.41
 Equipment operator (includes fringe) \$38.91

Garbage Pickup	Hours/week	Wages	# of employees	Equipment Rental
	4	\$155.64	1	\$53.64
Sub total			Sub total	\$209.28
TOTAL		x 48 weeks =	TOTAL	\$10,045.44

YES

Equipment operator (includes fringe) \$38.91
 equipment rental (atv) \$14.43

De weeding Flower Gardens	Hours	Wages	Materials	Equipment Rental
Weed Killer (spray atv)	16	\$622.56		\$230.88
2 bottles of weed killer @159.99 EA.			\$319.98	
Includes Childrens Park (Broadway), Flint & Broadway, New parking lot. new areas since last worksheet				
Parking Lots- Slater St., Lot across from DDA, Fork and pint Lot;				

NO

TOTAL \$1,173.42

Equipment operator (includes fringe) \$38.91
Equipment rental (truck) \$13.41

Christmas Decorations

Light Pole Garland (2 employees) 60 Wages \$4,669.20 Equipment Rental \$804.60

Cutting garland, testing lights,
hanging and removing

NO

Tree Lights (2 employees) 40 \$3,112.80 \$536.40

Testing and Hanging

Removing (2 employees) 20 \$1,556.40 \$268.20

Christmas Tree (3 employees) 15 \$1,750.95 \$402.30

Retrival, installation, decoration,
removal, disposal

Sub Totals \$11,089.35 \$2,011.50

TOTAL \$13,100.85

Equipment operator (includes fringe) \$38.91
Equipment rental (truck) \$13.41
Equipment rental (chainsaw) \$6.19
Equipment rental (wood chipper) \$36.21

Tree Trimming

2x year (1 employee) 40 Wages \$1,556.40 Equipment Rental \$3,788.80

5 year plan until trees mature then this will be routine maintenance

TOTAL \$5,345.20

Equipment operator (includes fringe) \$38.91

Sprinkler System	Hours	Wages	Materials	Equipment Rental
Charge System	4	\$311.28		\$53.64
Make Repairs (heads & fittings)	16	\$1,245.12	\$100.00	\$214.56
Winterize System	3	\$233.46		\$43.44
(x2 employees)	Subtotal	\$1,789.86	\$100.00	\$311.64
			TOTAL	\$2,201.50

Equipment operator (includes fringe) \$38.91
 Equipment rental (truck) \$13.41

Flower Baskets		Hours	Wages	Equipment Rental
Preparation (1 Person)	NO	2	\$77.82	
Installation (2 People)		8	\$622.56	\$107.28
Removal & Emptying (2 People)		10	\$778.20	\$134.10
		Sub Total	\$1,478.58	\$241.38
				TOTAL
				\$1,719.96

Equipment operator (includes fringe) \$38.91
 Equipment rental (truck) \$13.41

Special Events	Hours	Wages	Equipment Rental
Flower Fair (2 People)	16	\$1,245.12	\$214.56
Resolution Run (2 people)	8	\$622.56	\$107.28
Halloween Parade (2 people)	2	\$155.64	\$26.82
Ice fest (2 people)	2	\$155.64	\$26.82
During Event Work (1 Person)	6	\$233.46	\$13.41
	Sub Total	\$2,412.42	\$388.89
			TOTAL
			\$2,801.31

Bartricates, Clean-up (before and

Batricades, Clean-up (before and

after), Set-up, break down.

Equipment operator (includes fringe) \$38.91
Equipment rental (truck) \$13.41

Mulch	Hours	Wages	Equipment Rental
Four Corhers (2 People)	4	\$311.28	\$53.64
Childrens Park (2 people)	4	\$311.28	\$53.64
Upper Municipal Lot (new)	2	\$77.82	\$26.82
<i>Sub Total</i>		<i>\$700.38</i>	<i>\$134.10</i>
		TOTAL	\$834.48

Remove Old (When Necessary)
Add New Mulch

Price does not include cost of mulch

TOTAL\$

\$69,237.65