

DRAFT FOR DISCUSSION PURPOSES

Intergovernmental Services Agreement

Lake Orion Downtown Development Authority

and

Village of Lake Orion

THIS AGREEMENT is entered into this ____ day of _____ 2025, by and between the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY (DDA), a statutorily authorized unit of the Village of Lake Orion, having an address of 118 N. Broadway St., Lake Orion MI 48362, and the Village of Lake Orion (Village), a Michigan municipal corporation, having an address of 21 E. Church St., Lake Orion MI 48362. Collectively, the DDA and the Village, may be referred to as the “Parties”.

RECITALS

Whereas, for more than 30 years the DDA and Village have collaborated and worked together to provide a safe, clean, appealing, and effective Downtown Development District (Downtown) to support the mutual core objectives of a strong quality of life, placemaking, tourism, economic vitality, business growth, and community pride and identity; and

Whereas, an effective and thriving Downtown requires a collaborative effort between the DDA and the Village, empowered with consistent communication between the Village and DDA to assure the Downtown remains both viable and vibrant; and

Whereas, to maximize mutual support for the objectives, opportunities and responsibilities of both Parties, the DDA and Village desire to document and update the intergovernmental relationship between the two entities, the continuity of certain commitments, and the roles and responsibilities of the Parties in achieving the objectives of a nationally recognized and accredited Downtown.

Therefore the DDA and the Village hereby agree as follows:

1. DDA SERVICES FOR THE DOWNTOWN. As an obligation of this Agreement, the DDA shall commit resources, and otherwise be responsible for, the following services in addition to its statutory obligations:

- I) Downtown Streetlight(s)/EV Charging/Utilities. The DDA will continue to operate, maintain, and repair the streetlights, EV Charging, and general electrical utilities associated with the Downtown Streetscape and improvements associated therewith. This obligation includes:

- I) Receipt and payment of invoicing for utility consumption related to, or

DRAFT FOR DISCUSSION PURPOSES

a part of, the street scape infrastructure and the existing decorative streetlight(s).

- II) Repair and replacement of damaged light poles, light fixtures, and electrical outlets, provided the Village shall coordinate all necessary and direct access to insurance, cost recovery, and claim process/policy supporting such responsibilities. The Village shall direct Public Safety that all tickets and/or violations, including any incident where an election is made not to pursue a citation or charge, or any issued violation that is later dismissed from record of the court, for any reason, shall include a cost recovery demand.
 - III) Management and control over any Electric Vehicle charging infrastructure. All revenues and expenses of such infrastructure shall be received and appropriated according to the DDA budget.
- II) Downtown Landscaping/Beautification/Flowers. The DDA has procured grant and other funding to implement a comprehensive streetscape and beautification design for the Downtown. To most adequately maintain the condition, aesthetic, and functionality of the Downtown beautification, the DDA will perform the following functions:
- I) Installation of Flowers and Plants. Seasonally, the DDA will procure appropriate flowers and plants and cause the public flowerpots, urns, landscape beds, and non-public park areas, to be conditioned, planted and fertilized. All flower and plant areas that generally contain annual plantings shall be updated with new design and plants on a seasonal basis. The DDA shall be responsible for the maintenance, fertilizing, watering, weeding and removal of all plantings as needed.
 - II) Hanging Baskets. The DDA shall procure, and prepare for installation, flower baskets to be hung on street poles throughout the Downtown, providing the location, to be installed by the Village as a Basic Service. The care of the baskets shall be the responsibility of, and wholly within the discretion of, the DDA.
 - III) Seasonal Décor. The DDA shall procure and install seasonal décor in the Downtown
- III) Marketing and Promotion. The DDA shall provide the following services for the Village:
- I) Marketing and promotion of the downtown district and Village-wide initiatives, including but not limited to digital and print advertising, social media management, branding efforts, and public relations campaigns.
 - II) Coordination and execution of events that support local businesses and

DRAFT FOR DISCUSSION PURPOSES

attract visitors, including seasonal festivals, markets, and other promotional activities.

- III) Engagement with local businesses, organizations, and stakeholders to foster collaborative marketing efforts.
- IV) Development and maintenance of a Village-branded website or digital platform to disseminate information regarding downtown and community events.
- V) Other marketing and event services as mutually agreed upon by the Village and the

2. VILLAGE SERVICES IN THE DOWNTOWN. As an obligation of this Agreement, the Village shall commit resources, and otherwise be responsible for, the following services in addition to its general charter obligations:

a) Basic Services:

Basic services include, and are incorporated, as those regular and ongoing standard municipal services of maintenance, repair and replacement conducted by the Village as a part of its core responsibilities to the Village, including the completion of such services within the DDA District without demand. These regular and ongoing basic services, representing the core responsibilities of the Village, are not expressly listed herein as such core responsibilities are an innumerable amount of items generally performed by the Village to ensure the Downtown is visually appealing, safe, and a pleasant environment for citizens and tourists alike. It is anticipated that the Village shall continue to maintain those core services and infrastructure needs that are historically associated with Village Management in similar municipalities in Michigan.

I) Additional DDA Basic Services. In addition to those incorporated general basic services, the Village shall be additionally, and supplementally, responsible for the following:

- i. Hanging, removing and storing, flower baskets, including any necessary pole or mounting repairs, in Spring and Fall.
- ii. Installing and removing all DDA decorations, special signage, program materials, and banners and storing them, as scheduled, or upon demand with not less than 48 hours notice.
- iii. Inspecting, maintaining and repairing benches, flower and landscape planters/beds, public sidewalks, roadway(s), streetscape

DRAFT FOR DISCUSSION PURPOSES

- brickwork and waste receptacles for public use.
 - iv. Removal of snow from Downtown along curbs, parking areas, and all public access points, subject to an annual, separate, Agreement regarding winter maintenance of sidewalks in the general Downtown.
 - v. Monthly street and sidewalk cleaning, including street sweeping all streets in the Downtown and power-washing sidewalks and streetscaped brick areas.
 - vi. Inspection and clean up of all debris and litter in the Downtown not less than monthly, including cleaning and maintain the dumpster areas presently on Village owned properties.
 - vii. Removal of all trash from, and maintenance of, the public trash receptacles in the Downtown, subject to the DDA providing any necessary replacement liners, bags, cans and supplies.
 - viii. Landscape maintenance of the DDA leased parking and office areas, as directed, including grass cutting, weeding, salting, and other general maintenance.
 - ix. Basic services provided more frequently, as agreed to, and assigned.
- b. Enhanced Services. Enhanced Services are those that go beyond Basic Services and require additional time, staffing, expertise or materials to complete an activity, or to assure a task, repair or maintenance need can be scheduled and completed in a timely manner. Enhanced Services are define for this Agreement as requests made by the DDA that go beyond Basic Service needs including all DDA requests for program/event support beyond established basic services, extra-ordinary special event set up or support, non-recurring beautification needs, dangerous conditions within the Downtown, and those occasions where the public will utilize our downtown area at an exaggerated capacity.

Examples of Enhanced Services include, by way of example but not limitation:

- I) When assets in the Downtown may require repair, replacement, updating or removal at a time sooner than planned by the Village (such as in the capital improvement plan or budget) due to unexpected or extraordinary circumstances.
- II) There may be requests by the DDA, through its various planning processes, for asset service or maintenance on an expedited basis to support a project or initiative.
- III) The power and utility connections and/or delivery may be compromised by natural conditions, other work in the Village, or other infrastructure.

Any Enhanced Service shall first be requested by the DDA and then discussed and coordinated between the Village and DDA; and only approved upon mutual consent. Knowing these tasks and projects are often time sensitive and

DRAFT FOR DISCUSSION PURPOSES

require a rapid response to planning and funding; the parties will adopt the following plan for review and decision;

- IV) Following DDA Request, the Parties will discuss the plan for repair, replacement or removal and establish whether the Village has the proper resource and time to meet the needed action.
 - V) If accepted as a project or task, the Village will provide an estimate of cost, including any materials, that would be charged to the DDA upon completion.
 - VI) The DDA would then review and approve the plan and cost estimate, whereupon the project/task would be scheduled in the Village regular day to day management plan.
 - VII) Upon completion of the project/task the Village would provide an invoice to the DDA to be paid in the next regular payment/bill run.
3. GENERAL INFRASTRUCTURE MAINTENANCE. Infrastructure is defined as streets, sidewalks, crosswalks, the Lake Orion dam and appurtenances, public restrooms, water mains, sewer mains, signs, parking lots, dumpster enclosures, and other items commonly referred to as municipal infrastructure. The Village owns the infrastructure in the Downtown, whether paid for by the Village or the DDA, and is responsible for its repair and maintenance, subject only to the schedule of DDA reimbursement(s) set forth in this Agreement. The DDA acknowledges that the Village may incorporate the infrastructure identified in this Agreement into its own maintenance and asset management plans, and as such the Parties acknowledge any item of repair and maintenance may be scheduled and planned as part of the Village Capital Improvement Plan. The DDA may seek expedited repair or maintenance of any scheduled infrastructure need as part of the process for requested Enhanced Services set forth below.
4. ACCESS TO EQUIPMENT. The DDA shall have access to certain equipment to meet its obligations under this Agreement, subject to any licensing requirement for operation and provided the timing for the use of the equipment does not materially conflict with the scheduling and needs of the Village, including but not limited to:
- I) The Four-Wheeler, including its watering tank and other equipment
 - II) Standard pick-up truck(s)
 - III) Landscaping tools and equipment
5. REVIEW AND REQUESTED CHANGES. The Parties shall meet, not less than quarterly, to complete walkthroughs of the Downtown to review how Basic and/or Enhanced services are being provided and discuss any concerns or issues. Proposed changes to the general scope of services or baseline maintenance shall be discussed by the DDA

DRAFT FOR DISCUSSION PURPOSES

and Village and the proposing party will provide a well-developed outline of the specifics of the requested change. Any such changes must be mutually agreed to.

6. PAYMENT FOR SERVICES. The Parties acknowledge that the DDA is committed and responsible for other payments to the Village, pursuant to additional service based agreements and revenue sharing for capital and public facility improvements. The terms of this Agreement are not intended to, and shall not, alter or amend any term of any contract or agreement between the DDA and the Village, unless incorporated herein by direct reference.

Subject to the foregoing, the consideration for this Agreement is as follows:

- I) Basic Services. The DDA will pay the Village for Basic Services identified in this contract for the period of July 1 to June 30. Payments will be made quarterly by the end of September, December, March and June of each year. The total amount to be paid for fiscal year 2025-26 will be \$36,000. This amount shall increase annually thereafter by the State of Michigan Proposal A inflation rate but shall not be less than 0% nor more than 3% in any year.
 - II) Enhanced Services. The DDA will also pay the Village for Enhanced Services upon acceptance of approved invoicing following the approval process set forth in this agreement. All Enhanced Services require prior discussion, a review of the estimated costs and approval by the DDA Director and/or DDA Board.
 - III) Reimbursable Cost(s). Following review and approval of the Executive Director, and as additional consideration, the DDA shall reimburse the Village for materials and hard costs associated with the completion of the Additional Basic Services set forth in Section 2.a).I), above.
7. NOTICES. Any notices regarding this agreement shall be directed to:
- Village of Lake Orion
Attn: Village Manager
21 Church St. Lake Orion, Michigan 48362
- Lake Orion Downtown Development Authority
Attn: Executive Director
118 Broadway St. Lake Orion MI 48362
8. MODIFICATION. The Parties acknowledge that this is the entire understanding between

DRAFT FOR DISCUSSION PURPOSES

them as to the subject matter hereof and that there are no other provisions or agreements, either express or implied, that have not been incorporated into this agreement. This Agreement may be modified only in writing signed by the Parties.

9. **EFFECTIVE DATE / TERM / TERMINATION.** It is expected that this agreement will be signed in multiple parts and at different times by the Parties. The agreement will be effective starting July 1, 2025 when representatives of both Parties have executed the agreement and dated the same. This agreement shall be for the period of July 1, 2025 to June 30, 2026 and shall extend for additional one (1) year terms, unless terminated by the mutual agreement of the parties or by Notice as provided herein.

- I) Notice of Termination. Either Party may terminate Agreement, for any cause, by delivering written “Notice of Termination” to the other Party not less than 90 days prior to the date of intended termination.

The individuals signing this Agreement represent that they have been duly authorized to execute the Agreement.

IN WITNESS WHEREOF, the Parties execute this agreement on the date denoted next to their respective signatures.

VILLAGE OF LAKE ORION

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

Darwin McClary
Village Manager

Matthew Gibb
Executive Director

Dated: _____

Dated: _____