

**AGREEMENT BETWEEN THE VILLAGE OF LAKE ORION AND
THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
REGARDING RESPONSIBILITIES AND COST ALLOCATION FOR
CAPITAL IMPROVEMENT PROJECTS WITHIN THE DOWNTOWN
DEVELOPMENT DISTRICT**

This Agreement is made and entered this _____ day of _____, 2025 by and between the Village of Lake Orion, a Michigan municipal corporation, whose address is 21 E. Church Street, Lake Orion, MI 48362, ("Village"), and the Lake Orion Downtown Development Authority, organized and existing pursuant to the authority of Part 2, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, being MCL 125.4201, et seq, whose address is 118 N. Broadway St. Lake Orion MI 48362, ("DDA"), for the purpose of fixing the rights and obligations of the parties relative to the construction of "public facilities" improvements ("Projects") within the boundaries of the Downtown Development District.

Whereas, the Village and the DDA have passed and certified Resolutions, attached as Exhibit B, designating that a portion of the annual Tax Increment Finance Plan (TIFP) revenue, derived from the approved Tax Increment Finance Plan Amendment No. 4, shall be provided as funding support for capital improvement Projects that qualify as "public facilities" improvements under MCL 125.4201 et seq and as described in the TIFP; and

Whereas, the Village and the DDA have reached an understanding with each other regarding their respective responsibilities for an annual appropriation of TIFP revenue to a dedicated Capital Improvement Project Fund ("Fund"), the administration of Project management and cost, financing and reimbursement to the Village, and desire to enter into this Agreement to memorialize that understanding.

THEREFORE, in consideration of the premises, the mutual understandings of the parties and in conformity with applicable law, the Village and the DDA agree as follows:

1. **Incorporation of Enabling Resolutions.** Each Resolution for Designation of Tax Increment Revenues from the DDA TIF Capture to be Dedicated for Public Facility Infrastructure in the DDA District, which were adopted and certified by the Village on November 28, 2022 and the DDA on December 13, 2022, is hereby incorporated and made a part of this Agreement.
2. **Capital Improvement Project Fund.** The DDA shall create the Fund within its annual budget, to hold and appropriate seventy-five percent (75%) of all future

captured revenue deriving from the annual increase in ad valorem value within the Downtown District. The calculation methodology of the appropriations to the Fund are included in Exhibit A.

The Parties shall mutually account for the annual contribution into the Fund, including the review and approval of any necessary audit, equalization or related revenue support. The contribution shall be budgeted and transferred to the Fund not less than quarterly, with a report provided to the Village Council and DDA Board by their respective representatives.

3. **Identification and Selection of Project(s)**. The Village and the DDA shall undertake and complete the identification and selection of Project(s) to construct, renovate, repair, remodel, rehabilitate, restore, preserve or reconstruct “public facilities” as defined by MCL 125.4201, et seq, within the DDA District, restricting such Project(s) to those necessary and appropriate to the execution of the TIFP no later than February 28 of each calendar year.
4. **Project Management**. The Village will enter into, and be solely responsible for, any necessary contracts with any and all contractors, suppliers, professionals, or material providers, for the Project(s). The Village will administer and manage all contracts and related work necessary for the completion of the Project(s). In all contracts, agreements, work orders, or similar instruments used for the planning, development and completion of selected Project(s), the Village shall require that the contracted party indemnify the DDA for any claims or lawsuits by third parties arising from the work and must require the contracted party to name the DDA as additionally insured on a general liability insurance policy(s).
5. **Project Reimbursement**. The DDA is responsible for funding, by invoiced reimbursement, its identified share of the Project(s) in accordance with the following;
 - a. The Village, prior to initiating a selected Project, shall submitted to the DDA a Project plan, estimated total cost, proposed timeline, proposed DDA share of cost, whereupon the DDA shall timely review and approve the project.
 - b. The Village shall provide financing for the project as defined in the Project Plans and be responsible to pay all Project expenses in a timely fashion.
 - c. Upon completion of the Project, or at another time as set forth in the Project plan, the Village will invoice the DDA for its share of the Project costs, as authorized in the approved Project plan, The DDA will remit said funds within thirty (30) days of receipt of an invoice from the Village.
 - d. The parties agree that management and contracting of the Project will be the sole responsibility the Village.
 - e. The Project cost allocated to the DDA, as set forth in an approved Project Plan, is fixed and binding between the parties and cannot be changed except by written

Amendment to the Project Plan and re-approval of the amended plan.

6. **Miscellaneous.**

- a. This Agreement constitutes the complete agreement between the parties on the subjects contained herein and there are no other agreements between the parties concerning these subjects.
- b. Any prior agreements on the matters addressed in this Agreement are hereby rescinded, revoked or terminated.
- c. Other than as specifically set forth herein, this Agreement may be modified or amended only by a written agreement approved by the governing body of each of the Parties.
- d. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
- e. This Agreement shall be governed by the laws of the State of Michigan and shall be interpreted in a manner consistent with applicable law.
- f. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.
- g. Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
- h. The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

VILLAGE OF LAKE ORION,
A Michigan municipal corporation

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

By: Darwin McClary
Its: Manager

By: Matthew Gibb
Its: Executive Director

EXHIBIT A
FORMULA FOR ANNUAL CAPITAL IMPROVEMENT ALLOCATION

Calculating 75% of the captured revenue

Reported Revenue:

2022 Tax Capture Billed Revenue	\$896,788
2023 Tax Capture Billed Revenue	\$963,680
2024 Tax Capture Billed Revenue	\$1,019,833

Allocating 75% of increased TIF revenue capture:

2023 Reported Revenue	\$963,680
Base Annual Revenue Capture	<u>\$896,788</u>

$$2023 \text{ CIF Due} \quad \$ 66,892 \times .75 = \$50,169$$

2024 Reported Revenue	\$1,019,833
Base Annual Revenue Capture	<u>\$896,788</u>

$$2024 \text{ CIF Due} \quad \$ 123,045 \times .75 = \$92,284$$

“CATCH UP” FUND TRANSFER AMOUNT - \$142,453

EXHIBIT B
ADOPTED AND CERTIFIED ENABLING RESOLUTIONS