



**LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION TO AUTHORIZE AGREEMENT FOR SNOW REMOVAL**

**WHEREAS** In 2020 the Lake Orion Downtown Development Authority entered a verbal agreement with the Village of Lake Orion to provide sidewalk snow removal services based upon mutual discussion and agreement; and

**WHEREAS**, the Lake Orion Downtown Development Authority has budgeted Twelve thousand Dollars (\$12,000) for snow removal in the 24-25 budget; and

**WHEREAS** the Lake Orion Downtown Development Authority, as a public body in cooperation with the Village of Lake Orion, wishes to execute and enter into an Agreement to more formally coordinate seasonal snow removal, including identifying the service area, payment per event, policy of amendment and emergency authorization.

**NOW THEREFORE BE IT RESOLVED** that the Board of the Lake Orion Downtown Development Authority accepts the terms and conditions of the Agreement for Snow Removal attached hereto, and authorizes the Executive Director to submit the approved Agreement to the Village Council for consideration and approval.

Moved by member:

Supported by member:

Ayes:

Nays:

ABSENT:

**CERTIFICATION:** I hereby certify the foregoing is a true and complete copy of a Resolution adopted by the Lake Orion Downtown Development Authority at its regular meeting held on \_\_\_\_\_, 2024, the original of which is a part of the Board minutes.

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**VILLAGE OF LAKE ORION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO AUTHORIZE AGREEMENT FOR SNOW REMOVAL**

**RESOLVED**, that the Village of Lake Orion and the Lake Orion Downtown Development Authority enter into an Agreement for Snow Removal for the general purposes and upon such terms and conditions as are set forth in an agreement between the parties as attached and incorporated hereto.

The foregoing resolution offered by Council member \_\_\_\_\_ and supported by \_\_\_\_\_.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the Village of Lake Orion, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village of Lake Orion at a regularly scheduled meeting held on \_\_\_\_\_, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

**IN WITNESS WHEREOF**, I have hereunto set my official signature this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Sonja Stout, Village Clerk

## EXHIBIT A

### AGREEMENT FOR SNOW REMOVAL

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Lake Orion, a Michigan municipal corporation, 21 E. Church st., Lake Orion MI 48362, hereinafter referred to as "Village," and Lake Orion Downtown Development Authority, 118 N. Broadway St., Lake Orion MI 48362, hereinafter referred to as "DDA"

The Village and DDA agree as follows:

#### ARTICLE I. Scope of Work

The Village agrees to furnish all of the materials, equipment and labor necessary, and to abide by all the duties and responsibilities applicable to it, for "Sidewalk Snow Removal" in accordance with the following project description:

For the 2024-25 winter season, to remove all snow and ice accumulations from the complete width of public sidewalks, including sidewalk ramps, as are abutting various addresses, and as depicted in the map approved by the parties, when the Director of the Department of Public Works for the Village has determined accumulation of snow is then equal to or exceeding three (3) inches, or upon receipt of a verbal notice to proceed from the DDA Executive Director. All instances of removal, including date and time, shall be recorded between the parties and compensated as described below.

#### ARTICLE II. Payment and Terms

**Payment.** The DDA shall pay the Village for each instance of removal ("Push") and for the performance of the contract as follows:

- a) Each instance of removal "Push" shall be charged a fee of \$608.00.
- b) This Agreement per-authorizes a maximum number if Push events of fifteen (15).

Payment shall be made upon completion of all work and acceptance of the work by the DDA. DDA shall promptly submit a purchase order/requisition not later than the second Wednesday of each month directing payment to the Village.

The Parties may agree to amend this contract in writing by mutual consent if it becomes necessary to extend the number of Push events, or to assess any equitable charges due to excessive snowfall events. All such changes in the work shall be first approved in writing prior to the start of such extra work, unless mutually authorized due emergency.

**Term.** This agreement shall commence upon execution and continue, as may be amended, by season, until mutually terminated.

**Assignment.** This contract may not be assigned or subcontracted without the written consent of both Parties.

**Choice of Law.** This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract. Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

**Relationship of the Parties.** Village and DDA agree that this is not a contract of employment or independent contract, rather an agreement between mutually operated governmental agencies. Nothing contained in this contract shall be deemed to constitute any other relationship than that of inter-agency.

**Entire Agreement.** This contract represents the entire understanding between Village and DDA and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by a signed written amendment.

Village of Lake Orion

Lake Orion Downtown  
Development Authority

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Darwin McClary  
Village Manager

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Matthew Gibb  
Executive Director

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## VILLAGE OF LAKE ORION DPW

### BID SERVICE

248-760-9792  
Wsanchez@lakeorion.org

21 E Church st  
Lake Orion, 48362

Attention: Molly LaLone  
Director lake Orion DDA

Date: 11/18/2020

Project Title: Winter services

Project Description: public downtown sidewalk snow removal

Terms: 1 year

| Description                        | Events | Hrs per event | Price per hour | Total cost |
|------------------------------------|--------|---------------|----------------|------------|
| 2020 MDOT Equipment rate 4 wheeler | 15     | 8             | \$13.26        | \$1,591.20 |
| Labor cost straight time           | 7.5    | 8             | \$25.00        | \$1,500.00 |
| Labor cost overtime                | 7.5    | 8             | \$37.50        | \$2,250.00 |
| Calcium chloride (2 pallets)       |        | 15%           | \$1,700.00     | \$1,955.00 |
|                                    |        |               |                | \$7,296.20 |
|                                    |        | Tax           |                | 25%        |
|                                    |        | Total         |                | \$9,120.25 |

Thank you for your business. It's a pleasure to work with you on your project.  
Sincerely yours,

Wesley Sanchez

DPW director pro tem

Per push = \$608 minimum 15 pushes (as listed above)

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To be clear for these proposals to go into effect we would need a winter seasonal employee to clear the sidewalks. We are already understaffed and some of our full time employees have vacation time they have to use over the next couple months or they lose it. In addition we would need a new piece of equipment with heat and snow attachments which would cost roughly \$35,000.00.

Wesley Sanchez

DPW director pro tem

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Village Hall PD

DDA added sidewalk  
snow removal streets  
Potential additional Sidewalks - connecting

Village owned lot

School Route Bus Stop

Alwater Park