



# Memorandum

Office of the Village Manager

**TO:** DDA/Village Services Agreements Review Committee  
**FROM:** Darwin D. P. McClary, Village Manager  
**DATE:** May 13, 2025

**RE:** RECALCULATION OF GENERAL ACTIVITIES BUDGET ALLOCABLE TO DDA

After further review of the General Activities Department budget of the General Fund, I have identified the following additional budget appropriations that are not allocable to the DDA as follows:

101-260-719-000	Pension	\$92,400
101-260-722-001	Workers Comp – Elected/Lifeguards	\$ 100
101-260-272-001	Election Supplies	\$ 0
101-260-956-000	Dues & Miscellaneous	\$14,560

As a result of these changes, the cost for General Activities Department allocable to the DDA for FY 2025-26 is \$18,242 instead of \$36,301. The total reasonable fee for the Village to handle and audit the funds of the DDA for FY 2025-26 should be \$62,643 instead of \$80,702.

## Darwin McClary

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**From:** Darwin McClary  
**Sent:** Friday, July 26, 2024 9:40 AM  
**To:** Matthew Gibb; Sonja Stout; Lynsey Blough; Wesley Sanchez; Mark Amundson (amundsonm@lakeorionpolice.org)  
**Subject:** DDA/Village Administrative Services Proposal  
**Attachments:** DDA Village Services Cost Analysis Notes 2024.pdf; FY 2024-25 General Fund Budget as of 7-26-2024.pdf

Matt:

Following is the proposal of the Village for administrative services. We will handle public works, parking enforcement, and police services as separate topics of discussion at later dates.

**VILLAGE MANAGER:** The Village Manager will be available for up to two (2) hours per week for general consultation, budget preparation assistance, and attendance at DDA Board meetings at a cost of 5% of the total personnel cost for the Village Manager (salary and fringe benefits). Current year's cost is **\$6,787**. *7,246*

**VILLAGE CLERK:** The Village Clerk's office will provide the same routine clerk services to the DDA up to four (4) hours per week, including attendance at DDA Board meetings and preparation of meeting notices and minutes, as are provided to other departments of the Village generally, except FOIA request management. The Clerk's office will not prepare meeting agendas or provide secretarial, research, special project, or any other administrative tasks that the director or staff of another department are generally expected to perform. The cost for these services is 10% of the total budget of the Village Clerk, currently **\$12,170**. *12,569*

**VILLAGE TREASURER:** The Village Treasurer/Finance office will provide the same routine treasury/finance services to the DDA up to four (4) hours per week as are provided to other departments of the Village generally. The cost for these services is 10% of the total budget of the Village Treasurer, currently **\$18,432**. *19,175*

**INFORMATION TECHNOLOGY:** The Village will provide necessary information technology services, software, and equipment, including maintenance, upgrade, and replacement, as are necessary to perform the administrative services under the contract for the DDA. The cost for these services is 10% of the total budget for such services, currently **\$9,355**. *5,411*

**GENERAL ACTIVITIES:** The Village's general support services costs are contained within the General Activities Department of the General Fund, including Village Hall operation, maintenance, and repair costs. The Village will provide Village Hall facilities for DDA Board regular and special meetings as part of these costs. The cost for these services will be 10% of the budget of the General Activities Department of the Village (excluding health insurance-retiree, retiree 115 trust, postage, copier lease, solid waste collection, telephone, and tax tribunal refund costs), currently **\$36,842**. The DDA will be responsible for performing its own copying, printing, telephone, and mailing services at the DDA office. *18,242*

**INSURANCE/BOND, ENGINEERING, AND LEGAL SERVICES:** The DDA will be responsible for 100% of all such costs. If the DDA requires the Village to invoice for these services, an additional 10% administrative fee will apply to all such costs. The DDA will be responsible for 100% of the cost of special audits or other special services allocable solely to the DDA.

**TOTAL FY 2024-25 COST OF ADMINISTRATIVE SERVICES** (retroactive to July 1, 2024): **\$83,586**. *62,643*

Attached is supporting information, including notes I have received from staff regarding administrative services and the current fiscal year budget. I look forward to discussing this in further detail on Tuesday. I have not any analysis, supporting information, or explanation for the DDA's proposal of a flat 18% of DDA tax capture revenue. Could you please provide that information so that my staff and I can review prior to our meeting?

Thanks!



**DARWIN D. P. McCLARY** (he, him, his)

**Village Manager**

21 East Church Street

Lake Orion, Michigan 48362-3212

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**BUDGET REPORT FOR VILLAGE OF LAKE ORION**  
calculations As of 04/30/2025

GL Number	Description	23-24 Amended Budget	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 Projected	25-26 DEPT. REQUESTED	25-26 MGR APPROVED	25-26 COUNCIL ADOPTED
<b>Fund: 101 GENERAL FUND</b>									
Department: 260 GENERAL ACTIVITIES									
101-260-701-000	Wages	47,793	44,346	44,346	25,074	36,000	46,120	46,120	0
101-260-702-000	Wages Part Time	8,813	18,526	7,651	231	2,000	0	0	0
101-260-702-001	Overtime Wages	0	0	0	0	0	0	0	0
101-260-702-002	Wages Part Time Clerk	0	0	0	0	0	0	0	0
101-260-702-003	Wages-Parks	0	0	0	0	0	0	0	0
101-260-702-004	Stipends-Interns	0	0	0	0	0	0	0	0
101-260-715-000	Social Security	4,753	4,810	4,810	1,774	2,907	3,530	3,530	0
101-260-716-000	Health Insurance- Medical	11,454	10,375	10,375	7,778	10,375	9,546	9,546	0
101-260-716-001	Health Insurance-Retirees	13,200	13,728	13,728	9,638	13,728	14,277	14,277	0
101-260-716-002	Retiree Health 115 Trust	10,000	10,000	10,000	0	10,000	10,000	10,000	0
101-260-717-000	Life & Disability Insurance	947	881	881	622	881	732	732	0
101-260-718-000	Dental Insurance	690	718	718	444	718	643	643	0
101-260-719-000	Pension *	94,476	90,610	90,610	71,406	90,610	92,400	92,400	0
MERS Recap									
MERS Report									
MERS Project to 2023									
101-260-721-000	vision Care	134	129	129	90	129	118	118	0
101-260-722-000	Worker's Comp. Insurance	3,403	4,371	4,371	1,303	2,000	4,500	4,500	0
101-260-722-001	Workers Comp-Elected/Lifeguar *	100	104	104	73	104	100	100	0
101-260-727-000	Supplies	7,897	9,149	9,149	4,127	7,000	9,515	9,515	0
Xerox lease to lump sum 2018									
101-260-727-001	Election Supplies *	0	0	0	0	0	0	0	0
101-260-728-000	Cleaning Supplies	1,300	1,300	1,300	1,203	1,300	1,352	1,352	0
101-260-729-000	Postage	4,000	5,200	5,200	3,839	5,200	5,408	5,408	0
101-260-730-000	Copier Lease	6,242	7,000	7,000	5,811	7,000	7,280	7,280	0
Xerox lease combined in 2018 copies in ac 727- lump sum									
101-260-801-000	Contractual Services	230	300	300	0	300	312	312	0
101-260-823-000	Website/Software	7,000	1,000	1,000	362	1,000	1,040	1,040	0
Web site annual hosting and updates; domain names									
Webpage update \$1859 OSC Design 2019									
101-260-830-000	Solid Waste Collection	253,712	262,495	262,495	217,983	262,495	272,995	271,719	0
FY 2025-26 RATES - \$18.56/MO; 1220 CUSTOMERS									
101-260-851-000	Telephone	8,500	9,000	9,000	5,536	8,000	9,360	9,360	0
101-260-900-000	Printing and Publication	500	500	500	71	500	520	520	0
101-260-920-000	Utilities	26,500	30,000	30,000	24,625	30,000	31,200	31,200	0
101-260-921-000	Municipal Street Lighting	47,000	42,000	42,000	37,444	42,000	43,680	43,680	0
LED street light conversion in 2018 \$46,000									
LED fixtures at Front Anderson									
101-260-922-000	Repair & Mtn-Lights	0	0	0	0	0	0	0	0
101-260-930-000	Repair and Maintenance	23,000	15,000	25,875	23,101	25,875	26,910	26,910	0
101-260-930-001	Building Renovation	7,000	60,000	60,000	0	60,000	62,400	0	0
101-260-931-000	Repair & Maintenance-Equipmen	2,500	2,600	2,600	544	2,600	2,704	2,704	0
101-260-956-000	Dues & Miscellaneous *	13,435	14,000	14,000	6,115	14,000	14,560	14,560	0
101-260-961-000	Tax Tribunal Refunds	0	0	0	0	0	0	0	0
101-260-977-000	Capital Outlay	3,500	10,700	10,700	7,070	10,700	11,128	0	0
		608,079	668,842	668,842	456,264	647,422	682,330	607,526	0
Total Department 260:		(608,079)	(668,842)	(668,842)	(456,264)	(647,422)	(682,330)	(607,526)	0
Fund 101 - GENERAL FUND:									

# BUDGET REPORT FOR VILLAGE OF LAKE ORION

Calculations As of 04/30/2025

GL Number	Description	23-24 Amended Budget	24-25 Original Budget	24-25 Amended Budget	24-25 Activity	24-25 Projected	25-26 DEPT. REQUESTED	25-26 MGR APPROVED	25-26 COUNCIL ADOPTED
<b>Fund: 101 GENERAL FUND</b>									
TOTAL ESTIMATED REVENUES									0
TOTAL APPROPRIATIONS		608,079	668,842	668,842	456,264	647,422	682,330	607,526	0
NET OF REVENUES & APPROPRIATIONS:		(608,079)	(668,842)	(668,842)	(456,264)	(647,422)	(682,330)	(607,526)	0
BEG. FUND BALANCE - ALL FUNDS		864,896	1,279,025	1,279,025	1,279,025	1,279,025	631,603	631,603	631,603
END FUND BALANCE - ALL FUNDS		256,817	610,183	610,183	822,761	631,603	(50,727)	24,077	631,603

~~288,462~~  
 less Pension - 92,400  
 less w/c Elated - 100  
 + Lifeguard  
 less Election - 0  
 Supplies  
 less Dues + Misc - 14,560  
148,402  
 X 10%  
14,840  
163,242

## **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."

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## **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:

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## **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.

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## **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.*

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### **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.

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### **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.

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## **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.

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## **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.

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## **7. SIGNATURES**

VILLAGE OF LAKE ORION

LAKE ORION DOWNTOWN  
DEVELOPMENT AUTHORITY

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Darwin McClary  
Village Manager

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Debbie Burgess  
Board Chair

Attest:

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Wes Sanchez, DPW Director

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Matthew Gibb, DDA Director



	<b>TOTAL</b>	<b>\$69,237.65</b>
Equipment Operator -(Includes fringes)	\$38.91	
Equipment Rental/Oakland County (truck & plow)	\$26.20	
Sidewalk Machine	\$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
<b>Sub Totals</b>		<b>\$291.83</b>	<b>\$188.33</b>	<b>\$78.60</b>
Snow events per year	20		<b>TOTAL</b>	<b>\$8,381.25</b>

Equipment rental (backhoe)	\$77.12
Equipment rental (5yd Dump)	\$56.15
sidewalk machine	\$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
<b>Sub Totals</b>		<b>\$778.20</b>	<b>4</b>	<b>\$1,046.35</b>
10 snow events / year			<b>TOTAL</b>	<b>\$13,684.13</b>

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

Street Light & Outlet	Hours	Wages	# of Employees	Equipment Rental
Diagnostics	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	\$827.12

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
YES				
			Sub total	\$209.28
x 48 weeks =			TOTAL	\$10,045.44

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	Hours	Wages	Equipment Rental
Light Pole Garland (2 employees)	60	\$4,669.20	\$804.60
Cutting garland, testing lights, hanging and removing			
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			
	<i>Sub Totals</i>	<b>\$11,089.35</b>	<b>\$2,011.50</b>
		<b>TOTAL</b>	<b>\$13,100.85</b>

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

Tree Trimming	Hours	Wages	Equipment Rental
2x year (1 employee)	40	\$1,556.40	\$3,788.80
5 year plan until trees mature then this will be routine maintenance			
		<b>TOTAL</b>	<b>\$5,345.20</b>

Equipment operator (includes fringe) \$38.91

Equipment rental (truck) \$13.41

Banner Installation	Hours	Wages	Equipment Rental
24 Banners (2 people)			
Installation	8	\$622.56	\$107.28
Removal	8	\$622.56	\$107.28
Misc. Repairs	4	\$311.28	\$53.64
Sub Totals		\$1,556.40	\$268.20
TOTAL			\$1,824.60

Entry Sign Rotation	Hours	Wages	Equipment Rental
Entry signs are no longer there			

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

Downtown Cleaning	Hours	Wages	Equipment Rental
Every Other Week	80	\$6,225.60	\$1,072.80
2 People			
TOTAL			\$7,298.40

Equipment operator (includes fringe) \$38.91  
 Equipment rental (truck) \$13.41  
 Equipment rental (air compressor) \$14.48

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
	<i>Subtotal</i>	<i>\$1,789.86</i>	<i>\$100.00</i>	<i>\$311.64</i>
(x2 employees)				
			<b>TOTAL</b>	<b>\$2,201.50</b>

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

Flower Baskets	Hours	Wages	Equipment Rental
Preparation (1 Person)	2	\$77.82	
Installation (2 People)	8	\$622.56	\$107.28
Removal & Emptying (2 People)	10	\$778.20	\$134.10
	<i>Sub Total</i>	<i>\$1,478.58</i>	<i>\$241.38</i>
			<b>TOTAL</b>
			<b>\$1,719.96</b>

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
	<i>Sub Total</i>	<i>\$2,412.42</i>	<i>\$388.89</i>
			<b>TOTAL</b>
			<b>\$2,801.31</b>
Barricades, 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 Corners (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>
			<b>TOTAL</b>
			\$834.48
Remove Old (When Necessary)			
Add New Mulch			

Price does not include cost of mulch

TOTALS

\$69,237.65



# ENHANCED PUBLIC SAFETY AGREEMENT

Lake Orion Downtown Development Authority

and

Village of Lake Orion

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the **Village of Lake Orion**, a Michigan municipal corporation, whose address is 21 E Church Street, Lake Orion, Michigan 48362 (hereafter "Village"), and the **Lake Orion Downtown Development Authority** whose address is 118 N. Broadway St., Lake Orion MI 48362 (hereafter "DDA").

## RECITALS

WHEREAS, the Village of Lake Orion ("Village") is responsible for providing municipal policing services to ensure public safety within its jurisdictional boundaries, including the Downtown Development District; and

WHEREAS, the Lake Orion Downtown Development Authority ("DDA") desires to enhance public safety and support economic vitality within the Downtown Development District by contracting with the Village for enhanced police services in addition to the Village's standard policing obligations; and

WHEREAS, the Village agrees to continue to provide general policing services to the entire Village, and the DDA agrees to fund the cost of the additional, enhanced police services within the Downtown Development District as set forth in this Agreement;

WHEREAS, the Village agrees to continue to provide general code enforcement services to the entire Village, and the DDA agrees to fund the cost of the additional, enhanced code enforcement services within the Downtown Development District as set forth in this Agreement;

## IT IS AGREED AS FOLLOWS:

1. **SERVICES TO BE PROVIDED** – The Village Police Department shall provide to the DDA, in addition to all general policing services performed within and for the Village, the following specific services:

- A. **Enhanced Public Safety Services:** The Village and the DDA will jointly fund the position of the DDA-designated officer as follows: An additional sworn officer will be assigned primarily to provide enhanced patrol and public safety services within the DDA boundaries. While Village-wide public safety needs may occasionally require temporary reassignment, the officer's principal duties will focus on the DDA area, including proactive patrols, community engagement, event support, and code enforcement assistance.

**Enhanced Services shall include:**

- Routine foot and vehicular patrols focused on high-traffic DDA areas during peak hours, particularly evenings and weekends.
- Focused visibility in pedestrian-heavy zones to deter nuisance behavior, address quality-of-life concerns, and provide a sense of safety for visitors, patrons, and business owners.
- Proactive outreach and routine contact with downtown business owners, managers, and employees to foster relationships, discuss concerns, and collaboratively identify solutions.
- After-hours door checks and perimeter walkthroughs to ensure business premises are secure.
- Parking enforcement related to on street and public lot parking to deter and address overnight parking violations in public spaces.
- Additional patrol coverage during post-event periods to address elevated activity in bars, restaurants, and pedestrian areas following parades, festivals, carnivals, or other events.
- Monitoring for disorderly conduct, public intoxication, traffic safety, and crowd management after special events conclude.
- Documentation and referral to Code Enforcement of observed ordinance violations related to signage, property maintenance, or other infractions.
- Participation in meetings with the DDA and Village staff to report trends, address recurring issues, and align safety initiatives with community priorities.

The Police Chief shall provide the DDA with a monthly report summarizing overall police officer activity within the DDA zone, including a general overview of services provided, incidents addressed, and proactive police services conducted. This report shall serve as supporting documentation for monthly invoices of enhanced services.

- B. The Village and the DDA will jointly fund a Full-Time Code Enforcement Officer whose primary responsibility will be to provide enhanced code enforcement services within the DDA boundaries. While the officer may address Village-wide code issues, their primary focus will be on the DDA area.

**Enhanced Services shall include:**

- Proactive enforcement of applicable ordinances with a focus on education and compliance rather than punitive action.
- Real-time inclusion of the DDA in code enforcement notifications, allowing for timely collaboration among the DDA, Code Enforcement, and property owners to resolve issues effectively.

- Regular coordination with businesses and property owners to promote a welcoming and well-maintained downtown environment, helping individuals understand requirements and offering assistance in achieving compliance.
- Bi-weekly coordination meetings with DDA executive staff and the Police Chief to provide updates on enforcement trends and align strategies impacting the DDA.
- Attendance at Lo-Down community meetings to present recurring code issues using accessible formats (e.g., PowerPoints) and to engage directly with community members.
- Participation in DDA board meetings as needed to provide updates, solicit feedback, and coordinate enforcement efforts.
- Proactive community outreach to foster strong relationships with DDA stakeholders and promote ordinance awareness and voluntary compliance.
- Assistance in developing programs and initiatives supporting property maintenance, beautification, and public safety goals aligned with the DDA's mission.
- Quarterly walk-throughs of the DDA district with DDA and Village staff to identify and address issues collaboratively.
- Establishment of a dedicated email contact for the DDA, allowing for direct communication with the Code Enforcement Officer to promptly address concerns and coordinate responses.

The Police Chief shall provide the DDA with a monthly report summarizing code enforcement activity within the DDA District. In addition to the monthly report, the DDA shall be promptly notified of relevant code infractions issued within the district. This notice shall include sufficient details to inform both the DDA and the affected property owner or complainant of the nature of the violation, along with available options for resolution, compliance guidance, and the opportunity to cure the issue. This collaborative approach is intended to support transparency, facilitate timely resolution, and promote voluntary compliance.

2. **PERSONNEL** – The Village, through its Police Chief shall employ and supervise all personnel which are necessary for the Village Police Department in the performance of its duties and functions under this Agreement. The DDA shall not be liable for the direct payment of any salaries, wages, or other compensation to any police personnel, and the DDA does hereby disclaim any liability in that regard, unless it has failed to make payment to the Village for the services rendered, except as otherwise specifically stated herein. In the event that the DDA fails to make timely payment to the Village for services rendered, the DDA shall remain obliged for all sums due and owing under the provisions of this agreement and payment by the Village for Police Department services shall not act as either an expressed or an implied waiver relative to the obligations for payment of said compensation by the DDA.

The Village shall have the responsibility for hiring, terminating, discharging, disciplining,

supervising and paying for any and all personnel as are required to provide the services under this agreement.

3. **EQUIPMENT AND TRAINING** – The Village Police Department shall be responsible for providing all necessary training for personnel assigned to enhanced services under this Agreement, for police officers and code enforcement officers. The Village shall also be responsible for the maintenance, replacement, and operational readiness of all Village-owned equipment used in the provision of these services. This includes, but is not limited to, police vehicles, uniforms, firearms, duty gear, software programs, radio equipment, bullet-resistant vests, and conducted energy weapons (e.g., Tasers).

All costs associated with the training, equipment, and operational readiness of personnel providing enhanced services within the DDA District are deemed ancillary costs and are included in the total fixed contract amount. No additional or separate charges shall be billed to the DDA for these purposes.

4. **INSURANCE** – The Village shall be responsible for the maintenance of all insurance for the protection of the Village Police Department equipment and personnel, as well as liability. Any insurance policy wherein the DDA or Village is named as insured and wherein coverage is for the Village Police Department function described in this Agreement, including but not limited to insurance for police vehicles, general liability, police professional, umbrella liability, insurance for acts or omissions of Village Police Officers, the Village may include the DDA and its Officials as an additional insured on such policies of insurance. The DDA has the right to examine all insurance policies pertaining to police work on an annual basis.

5. **COST OF SERVICES** – The cost of services provided under this agreement, which shall be funded by the Lake Orion Downtown Development Authority, shall be based upon the following:

*As to Enhanced Public Safety Services* articulated in this Agreement, the DDA agrees to pay the Village a flat monthly fee, for a total annual contract amount of **\$85,000**. This amount is fixed for the term of the Agreement and covers all personnel time, resources, and ancillary costs associated with the delivery of services. No overtime or any additional charges shall apply.

- The Village of Lake Orion shall assign one (1) full-time Police Officer whose primary responsibility will be to provide enhanced public safety services within the Downtown Development Authority (DDA) District. This officer shall be assigned to perform approximately 2,080 hours of service annually, consistent with a full-time employee schedule. This total includes any accrued time off (e.g., vacation, sick leave, or other approved absences), as defined in the POAM contract and no additional personnel will be provided to backfill during such absences.

- While this officer's primary assignment will be within the DDA district, the Village reserves the right to reassign the officer to other areas within the Village as operational needs require.
- The DDA shall reimburse the Village for eighty percent (80%) of the salary, benefits, and ancillary costs associated with the dedicated officer, reflecting the officer's primary presence and service within the DDA.
- The Village shall be responsible for the remaining twenty percent (20%) of the salary, benefits, and ancillary costs, accounting for occasional reassignment throughout the Village.
- Additional Police Department personnel may also contribute to the delivery of enhanced public safety services within the DDA, and such support is included in the total cost for enhanced services outlined in this Agreement.

As to Enhanced Code Enforcement Services articulated in this Agreement, the DDA agrees to pay the Village a flat monthly fee, for a total annual contract amount of **\$17,000**. This amount is fixed for the term of the Agreement and covers all personnel time, resources, and ancillary costs associated with the delivery of services. No overtime or any additional charges shall apply.

- The Village of Lake Orion shall assign one (1) full-time Code Enforcement Officer whose primary responsibility will be to provide enhanced code enforcement services within the Downtown Development Authority (DDA) District. This officer shall be assigned to perform approximately 2,080 hours of service annually, consistent with a full-time employee schedule. This total includes any accrued time off (e.g., vacation, sick leave, or other approved absences), as defined in the POAM contract and no additional personnel will be provided to backfill during such absences.
- While the officer's primary focus will be within the DDA boundaries, the Village may reassign the officer as needed to support code enforcement throughout the Village to ensure consistent, equitable enforcement.
- The DDA shall reimburse the Village for thirty percent (30%) of the salary, benefits, and ancillary costs associated with the assigned officer, reflecting the officer's substantial presence and duties within the DDA.
- The Village shall be responsible for the remaining seventy percent (70%) of the salary, benefits, and ancillary costs, reflecting the officer's additional responsibilities Village-wide.
- This shared cost model ensures accountability while supporting the mutual interests of the DDA and the Village in maintaining a well-managed, business-friendly downtown

environment.

- Additional Code Enforcement personnel may also contribute to the delivery of enhanced code enforcement services within the DDA, and such support is included in the total cost for enhanced services outlined in this Agreement.

6. **PAYMENT** – The DDA shall pay monthly payments by the end of the calendar month based upon the amount determined under Section 5 above.

7. **DURATION OF AGREEMENT** – This Agreement shall become effective on July 1, 2025, and shall continue in effect through June 31, 2026. However, either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party.

8. **DISPUTE RESOLUTION** – The Village Police Chief shall be responsible for the administration of this agreement and shall make every effort to resolve any differences or disagreements that may arise hereunder with the DDA. Recommendations for any changes or amendments to this Agreement may be made by the Downtown Development Authority Executive Director, the Village Manager, or the Chief of Police, subject to approval by the Village Council and DDA Board of Directors.

9. **COST RECOVERY** – All monies collected for fines, costs, and judgments for violations of local ordinances and state statutes shall be retained by the Village of Lake Orion. Such revenues shall not be credited toward or offset against the contract amount specified in this Agreement. As part of this contract, the Lake Orion Police Department will provide any redacted reports related to incidents involving property damage to DDA owned property, including any insurance information when available, at no extra cost. These reports will be sent within seven (7) business days after the incident. The Police Department will also assist the DDA in the cost recovery process when appropriate, including providing documentation necessary for insurance or restitution claims.

10. **AMENDMENT** – This agreement may be amended by the parties, only in writing and signed by all parties.

IN WITNESS, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

VILLAGE OF LAKE ORION, a  
Michigan Municipal Corporation

LAKE ORION DOWNTOWN  
DEVELOPMENT AUTHORITY (DDA)

BY: \_\_\_\_\_  
Darwin McClary  
Village Manager

BY: \_\_\_\_\_  
Debbie Burgess  
Chairperson



PROPOSED