

# Intergovernmental 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**, to maximize mutual support for the objectives, opportunities and responsibilities of both Parties, the DDA and Village desire to document the intergovernmental relationship between the two entities 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. TERM AND RENEWAL.

- a) Term. This agreement commences on July 1, 2025 and terminates on June 30, 2026.
- b) Renewal. This agreement shall automatically renew for consecutive one-year terms unless terminated by a Party.
- c) 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.

### 2. DEPARTMENT OF PUBLIC WORKS. 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) Services provided at no cost to the DDA. Those services outlined in **Exhibit A** provided by the village DPW Director on April 29, 2025 and **attached hereto**.
- b) Additional Services the DDA.
  - i. Hanging and removing light pole mounted flower baskets, including any necessary pole or mounting repairs, in Spring and Fall.
  - ii. Monthly street and sidewalk cleaning, including street sweeping all streets in the Downtown and power-washing sidewalks and streetscaped brick areas.
  - iii. 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.
- iv. 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.
  - v. Landscape maintenance of the DDA leased parking and office areas, including grass cutting, weeding, snow plowing, salting, and other general maintenance.
  - vi. Tree trimming of all trees within the downtown district.

c) **COST TO DDA**. The DDA shall pay a total annual sum to the Village for the above described services of \$27,210.31, in equal quarterly payments.

**3. GENERAL ADMINISTRATIVE SERVICES.** Pursuant to the PA57 of 2018, the Village is entitled to compensation for services expended in the administration of the Tax Increment Finance Plan, which services include, the following:

- a) Financial Management & TIF Administration:
  - I) Collection, distribution, and reconciliation of TIF revenues in accordance with PA 57.
  - II) Preparation of financial reports and annual budget assistance.
  - III) Processing of payments, invoices, and reimbursements related to DDA operations.
  - IV) Coordination with auditors for the annual audit and financial review of DDA accounts.
- b) Legal & Compliance Services:
  - I) Assisting the DDA with verified compliance with PA 57 and other applicable state and local laws.
  - II) Preparation and submission of required reports to the State of Michigan and other regulatory bodies.
  - III) Coordination of public notices, meetings, and record-keeping per Open Meetings Act and FOIA requirements.
- c) Administrative & Clerical Support:
  - I) Payroll and check/requisition processing.
  - II) Assistance with board meeting minutes, and record retention.
  - III) General support for DDA requests for proposal, public notifications, and policy updates, including Information Technology and software.

d) **COST TO DDA**. The DDA shall pay a total annual sum to the Village for the above described services of \$42,789.00, in equal quarterly payments.

**4. FACILITY RENTAL.** The DDA may access, and have use of, the public meeting room, conference room, and/or bulletin space at the Village Hall (21 E Church St.), on an as needed and pre-scheduled basis. The charge for use of the facility shall be \$250/hour, as set forth in a rental invoice for each scheduled use, as provided by the Clerk.

**5. 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:

- a) The Four-Wheeler, including its watering tank and other equipment
- b) Standard pick-up truck(s)
- c) Landscaping tools and equipment

**6. 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

**7. MODIFICATION.** The Parties acknowledge that this is the entire understanding between 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.

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

\_\_\_\_\_  
Debbie Burgess  
Board Chairperson

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# **EXHIBIT A**

## **Services provided in the DDA District at no additional cost to the DDA**

### Road and street maintenance

- Striping of streets
- Patching potholes
- Curb repair
- Repaving of streets

### Parking maintenance

- Striping of non DDA lots
- Striping of streetside parking

Tree trimming of trees on village easements in the district.

Weed control

Wildlife rescue or removal from public areas including paint creek

Snow plowing and salting

Leaf collection

Sign maintenance

Bridge repairs

Public sidewalk repairs

Dam maintenance and monitoring

Repairs of dumpster enclosures

Graffiti removal

Bench repairs or replacement

Park maintenance of all parks in the district

Street sweeping including street sweeping of parking lots

Storm drain maintenance and cleaning

Paint creek trail maintenance

Lawnmowing and weed whipping of all public areas

Mulching of public areas including parking lots

Tree planting

This is just a small list of services the Village provides to the DDA District without additional cost to the DDA from a DPW standpoint.