



## **AGENDA**

### **AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE**

**Tuesday April 29, 2025**

**6:00 PM**

**Village Hall – 21 East Church Street, Lake Orion, MI 48362**

**(248) 693-8391 ext. 102**

**ADDRESSING THE COMMITTEE:** Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

- 1. Call to Order**
- 2. Roll Call and Determination of Quorum**
- 3. Call to the Public**
- 4. Approval of Agenda**
- 5. Approval of the Minutes of the March 13, 2025 Committee Meeting**
- 6. Administration Services Agreement**
- 7. DPW Services Agreement**
- 8. Police Services Agreement**
- 9. Call to the Public**
- 10. Next Meeting**
- 11. Committee Comments**
- 12. Adjournment**

*In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.*

*En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.*



## MEETING MINUTES - DRAFT

### AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE

Thursday March 13, 2025

5:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

**ADDRESSING THE COMMITTEE:** Each person wishing to address the village council shall be afforded an opportunity to do so. If you wish to comment, please stand or raise a hand to indicate that you wish to speak. When recognized, give your name and address and direct your comments to the Chair.

#### 1. Call to Order

The March 13, 2025 Council/DDA Public Infrastructure Fund Ad Hoc Committee Meeting was called to order at 5:34pm by Chairman/Recording Secretary Dandalides.

Chairman Dandalides thanked the committee for the spirit of cooperation, collaboration, and teamwork that has gone into the work accomplished thus far. He went on to inform the committee that a proposal was made and supported by the Village Council at its March 10<sup>th</sup> meeting to expand the scope of the committee to include the Administrative Services Agreement between the Village and the DDA. This had unanimous support at Council and is planned to be presented for support by the DDA and its March 18<sup>th</sup> meeting.

#### 2. Roll Call and Determination of Quorum

##### **PRESENT:**

Council member Michael Lamb  
Council member George Dandalides  
Council member Stan Ford  
DDA Board member Matt Shell  
DDA Board member Sam Caruso  
DDA Board Member Lorant  
DDA Executive Director Matt Gibb  
Village Manager McClary

##### **STAFF PRESENT:**

Police Chief Mark Amundson  
DDA Board President Debbie Burgess  
DDA Assistant Director Janet Bloom

**There were no residents in attendance:**

### **3. Call to the Public**

There were no public comments

### **4. Approval of Agenda**

**Motion:** Motion made by Committee Member Lamb, supported by Village Manager McClary to approve the agenda with the re-addition of Topic 8, Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s).

**Motion carried by (8) Yes, (0) No.**

### **5. Approval of the Minutes from the February 27, 2025 Committee Meeting**

**Motion:** Motion made by Village Manager McClary, supported by Committee Member Lamb to approve the minutes of the February 27, 2025 committee meeting as presented.

**Motion carried by (8) Yes, (0) No.**

### **6. Reconsideration of Method of Calculation of Annual DDA Public Infrastructure Fund Contributions**

Village Manager McClary reviewed the contents of his Memorandum to the Committee dated March 10, 2025, identifying his concerns with using actual tax revenue collected. Based on this analysis, the Village Manager is recommending using the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15<sup>th</sup> of each year for the then current fiscal year. Calculation based on actual tax revenue collected would be inaccurate, and require repeated recalculations and tracking. The Manager's Memorandum is included as part of the minutes as Attachment 1.

**Motion:** Motion made by DDA Executive Director Gibb, supported by Committee Member Lamb to reconsider the previously proposed method of calculation using actual tax revenue to what is now recommended by the Village Manager using the amount billed by the Oakland County Assessor to taxpayers. The new "catch-up" amount is calculated at \$142,453.

**Motion carried by (8) Yes, (0) No.**

### **7. Infrastructure Fund Calculations for Fiscal Years 2023 through 2026**

Based on the discussion of calculation method and motion passed in Topic 6. above, the "catch up" amount is \$142,453 and includes Fiscal Years 2023-2024 and 2024-2025. The calculation for Fiscal Year 2025-2026 will be done in May 2025 as part of the budget process. The "catch up" calculation is included in the minutes in Attachment 2, Exhibit A.

## **8. Agreement Between the Village and DDA for the Execution of the 2022 Resolution(s)**

A proposed agreement was reviewed by the committee for recommendation. This proposed agreement was drafted by the Village Manager, the DDA Executive Director, and members of the committee. The proposed agreement is included as part of the minutes as Attachment 2.

**Motion:** Motion to approve the agreement as presented was made by Village Manager McClary, supported by Committee Member Lorant.

**Motion carried by (8) Yes, (0) No.**

## **9. Call to the Public**

There were no public comments

## **10. Next Meeting**

The initial assignment of the committee has been completed and the recommendations of the committee will be taken back to the Village Council and DDA Board for discussion and approval. The committee recommendations include:

- The committee recommends that the “catch up” funding to be used for the completion of the sidewalk gaps and Paint Creek bank stabilization.
- The committee recommends that the method of calculation of the infrastructure fund be based on the amount billed by the Oakland County Assessor to taxpayers. The “catch-up” amount is calculated at \$142,453.
- The committee recommends that the Agreement Between the Village and DDA Regarding Responsibilities and Cost Allocation for Capital Improvement Projects Within the Downtown Development District as included as Attachment 2 of these minutes be adopted by the Village and the DDA.

A follow up meeting will be scheduled by Chairman Dandalides if the expansion of the committee is supported by the DDA when presented at their March 18<sup>th</sup> meeting.

## **11. Committee Comments**

There were no additional committee comments

## 12. Adjournment

**Motion:** Motion made to adjourn made by Committee Member Lorant, supported by DDA Executive Director Gibb.

**Motion carried by (8) Yes, (0) No.**

The meeting was adjourned by Committee Chairman Dandalides at 6:52 PM.

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George Dandalides  
Committee Chairman

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George Dandalides  
Committee Recording Secretary

*In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.*

*En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.*

## **ATTACHMENT 1**



# Memorandum

Office of the Village Manager

**TO:** DDA Public Infrastructure Fund Committee  
**FROM:** Darwin D. P. McClary, Village Manager  
**DATE:** March 10, 2025

**RE:** **RECOMMENDATION ON CALCULATION OF DDA PUBLIC INFRASTRUCTURE FUND CONTRIBUTIONS**

Based upon a review of the Oakland County Assessing Office's billed taxes for the DDA, the Annual Reports on Status of Tax Increment Financing Plan, and annual audit reports for the DDA for the past several years, it is my recommendation that the actual annual contributions from the DDA to the DDA Public Infrastructure Fund be based upon the amount billed by the Oakland County Assessor to taxpayers and that contributions be made by June 15 of each year for the then current fiscal year.

This recommendation deviates from the motion adopted by the Committee at its February 27, 2025, meeting in that the Committee approved a calculation each year based on the tax revenue actually collected by the DDA for that year. It is my finding that such a method would be inaccurate and would require repeated recalculations and tracking to be accurate. As is illustrated in the various reports attached to this memo, the audited tax collections appear to reflect fluctuations in collections for previously delinquent taxes. The most accurate method of calculating the annual amount of the contribution would be based on the July 1 and December 1 tax billings from the County Assessor each year.

Estimates for the ensuing fiscal year should be based on the post-Board of Review taxable values and estimated captured millage rates.

Attached please find my calculation sheets based on actual billed taxes for the fiscal years 2022-23, 2023-24, and 2024-25, as well as the estimated 2025-26 contribution based on pre-Board of Review taxable values for the DDA District and anticipated captured millage rates.

A reconsideration of the motion adopted on February 27 will be necessary if the Committee agrees with my recommendations.

I have discussed my findings with DDA Executive Director Gibb and look forward to discussing them with the Committee at your March 13, 2025, meeting.

## **ATTACHMENT 2**

**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

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By: Darwin McClary  
Its: Manager

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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 CIF Due	\$ 66,892 x .75 = \$50,169
2024 Reported Revenue	\$1,019,833
Base Annual Revenue Capture	<u>\$896,788</u>
2024 CIF Due	\$ 123,045 x .75 = \$92,284

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

**EXHIBIT B**  
**ADOPTED AND CERTIFIED ENABLING RESOLUTIONS**



## AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE ACTION SHEET

**MEETING DATE:** April 29, 2025

**TOPIC:** Administration Services

**BACKGROUND BRIEF:** The DDA utilizes the services of the Village Administration. The Ad Hoc Committee has been tasked with agreeing on the services to be provided by the village, and if those services fall within the scope of what would normally be provided by any resident (at no charge), or if they are specific at the request and requirement of the DDA and therefore budgeted by the DDA for reimbursement to the village. The Ad Hoc Committee will then prepare a proposed Administrative Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.

**RECOMMENDED ACTION:** Agree on the Administrative services to be provided by the village to the DDA and prepare a proposed Administrative Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.

## Draft List of Administration Services Provided to the DDA

Service	DDA Requested	Financial Responsibility	
		Village	DDA
<b>Financial Management &amp; TIF Administration</b>			
Collection, distribution, and reconciliation of TIF revenues	X		X
Preparation of financial reports and annual budget assistance	X		X
Processing of payments, invoices, and reimbursements related to DDA operations	X		X
Coordination with auditors for the annual audit and financial review of DDA accounts	X		X
<b>Legal &amp; Compliance Services</b>			
Assisting the DDA with verified compliance with PA 57 and other applicable state and local laws	X		X
Preparation and submission of required reports to the State of Michigan and other regulatory bodies	X		X
Coordination of public notices, meetings, and record-keeping per Open Meetings Act and FOIA requirements	X		X
<b>Administrative &amp; Clerical Support</b>			
Assistance with board meeting minutes, and record retention	X		X
General support for DDA requests for proposal, public notifications, and policy updates	X		X
Oversight of DDA agreements, contracts, and funding mechanisms	X		X

# DRAFT FOR DISCUSSION PURPOSES

Section 8, Item D.

## ADMINISTRATIVE 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, the DDA was established and remains statutorily authorized pursuant to PA 57 of 2018, as amended, to promote economic growth and revitalization within the Downtown District; and

WHEREAS, the Village provides various administrative services necessary for the effective operation of the DDA, including but not limited to financial management, tax increment financing (TIF) fund administration, legal compliance, and recordkeeping; and

WHEREAS, PA 57 authorizes the levying of an administrative fee to reimburse the municipality for services rendered in managing DDA-related financial and administrative responsibilities; and

WHEREAS, the Parties desire to define the scope of administrative services provided by the Village and to establish the compensation structure for such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. ADMINISTRATIVE SERVICES PROVIDED BY THE VILLAGE. The Village shall provide the DDA with the following administrative services, including but not limited to:
  - 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.

## DRAFT FOR DISCUSSION PURPOSES

Section 8, Item D.

- 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. Assistance with board meeting minutes, and record retention.
    - ii. General support for DDA requests for proposal, public notifications, and policy updates.
    - iii. Oversight of DDA agreements, contracts, and funding mechanisms.
2. ADMINISTRATIVE FEE STRUCTURE. In consideration of the administrative services provided, the DDA agrees to pay the Village an annual administrative fee in the amount of TEN PERCENT (10%) of the annual TIF Revenue Capture, as reported on the state of Michigan PA57 Annual Report, as may be adjusted from time to time. The administrative fee shall be paid in quarterly installments on or before the following dates each year:
- June 30
  - September 30
  - December 31
  - March 31
3. TERM & TERMINATION. This Agreement shall be effective as of July 1, 2025, and shall remain in effect for a period of one (1) year, with automatic annual renewals unless terminated in accordance with this section. Either Party may terminate this Agreement with or without cause by providing 180 days' written notice to the other Party. In the event of termination, the DDA shall compensate the Village for any services rendered up to the termination date.
4. GOVERNING LAW & DISPUTE RESOLUTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. Any disputes arising under this Agreement shall first be resolved through good faith negotiations. If unresolved, disputes shall be subject to binding arbitration pursuant to the Michigan Uniform Arbitration Act.

**DRAFT FOR DISCUSSION PURPOSES**

Section 8, Item D.

- 5. MODIFICATIONS. This Agreement may be modified only in writing, signed by authorized representatives of both Parties.
- 6. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties regarding administrative services and supersedes any prior agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Village of Lake Orion

\_\_\_\_\_

By: Darwin McClary  
Title: Village Manager

Date: \_\_\_\_\_

Lake Orion Downtown Development Authority

\_\_\_\_\_

By: Matthew Gibb  
Title: Executive Director

Date: \_\_\_\_\_



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## AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE ACTION SHEET

**MEETING DATE:** April 29, 2025

**TOPIC:** DPW Services

**BACKGROUND BRIEF:** The DDA utilizes the services of the Village DPW. The Ad Hoc Committee has been tasked with agreeing on the services to be provided by the village, and if those services fall within the scope of what would normally be provided by any resident (at no charge), or if they are specific at the request and requirement of the DDA and therefore budgeted by the DDA for reimbursement to the village. The Ad Hoc Committee will then prepare a proposed DPW Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.

**RECOMMENDED ACTION:** Agree on the DPW services to be provided by the village to the DDA and prepare a proposed DPW Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.

## Draft List of DPW Services Provided to the DDA

Service	DDA Requested	Financial Responsibility		
		Village	DDA	Prop Own
<b>Downtown Streetlights &amp; EV Charging Stations</b>				
Receipt and payment for utility consumption of street scape infrastructure and edecorative streetlights	X		X	
Repair and replacement of damaged light poles, light fixtures, and electrical outlets	X		X	
Management and control over any EV charging infrastructure	X		X	
<b>Downtown Landscaping/Beautification/Flowers</b>				
Installation of Flowers and Plants	X		X	
Hanging baskets	X		X	
Seasonal décor	X		X	
<b>Marketing and Pormotion</b>				
Marketing and promotion of the downtown district and Village-wide initiatives	X		X	
Coordination and execution of events that support local businesses and attract visitors	X		X	
Engagement with local businesses, organizations, and stakeholders to foster collaborative marketing efforts	X		X	
Development and maintenance of a Village-branded website or digital platform to disseminate information regarding downtown and community events	X		X	
Other marketing and event services as mutually agreed upon by the Village and the DDA	X		X	
<b>Basic Services</b>				
Hanging, removing and storing, flower baskets, including any necessary pole or mounting repairs, in Spring and Fall	X	X		
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	X	X		
Inspecting, maintaining and repairing benches, flower and landscape planters/beds, public sidewalks, roadway(s), streetscape brickwork and waste receptacles for public use	X	X		
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	X	X		X
Monthly street and sidewalk cleaning, including street sweeping all streets in the Downtown and power-washing sidewalks and streetscaped brick areas	X	X		
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	X	X		
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	X	X		
Landscape maintenance of the DDA leased parking and office areas, as directed, including grass cutting, weeding, salting, and other general maintenance	X	X		

## Draft List of DPW Services Provided to the DDA

Service	DDA Requested	Financial Responsibility		
		Village	DDA	Prop Own
<b>Enhanced Services</b>				
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	X		X	
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	X		X	
The power and utility connections and/or delivery may be compromised by natural conditions, other work in the Village, or other infrastructure	X		X	
<b>General Infrastructure Maintenance</b>				
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	X	X		
<b>Snow Removal (snow removal and salting)</b>				
All downtown Major Streets	X			
All downtown Minor Streets	X			
All village owned parking lots	X			
All DDA owned & leased parking lots	X			
DDA office parking lot	X			
Residential sidewalks				X
Sidewalks adjacent to businesses downtown				X
<b>Other Services</b>				
Weeding of flower gardens				
Holiday decorations (including but not limited to Christmas)				
Tree trimming				
Banner installation				
Entry sign rotation				
Downtown cleaning (see basic services above)				
Sprinkler system				
Flower baskets (see beautification above)				
Special events (barricades, set-up, clean-up, break-down)				
Mulch				
Lawnmowing				
Trash collection (see basic services above)				

## 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

- 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

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.

l) 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

- 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

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

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**

Section 8, Item D.

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.

l) 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: \_\_\_\_\_



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## AD HOC DDA PUBLIC INFRASTRUCTURE FUND COMMITTEE ACTION SHEET

**MEETING DATE:** April 29, 2025

**TOPIC:** Police Services

**BACKGROUND BRIEF:** The DDA utilizes the services of the Village Police Department. The Ad Hoc Committee has been tasked with agreeing on the services to be provided by the village, and if those services fall within the scope of what would normally be provided by any resident (at no charge), or if they are specific at the request and requirement of the DDA and therefore budgeted by the DDA for reimbursement to the village. The Ad Hoc Committee will then prepare a proposed Police Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.

**RECOMMENDED ACTION:** Agree on the police services to be provided by the village to the DDA and prepare a proposed Police Services Agreement for those services to be presented to both the Village Council and DDA Board for approval.



# Draft For Discussion Purpos

## VILLAGE OF LAKE ORION AND THE LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY FOR PUBLIC SAFETY SERVICES

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").

IT IS AGREED AS FOLLOWS:

1. **SERVICES TO BE PROVIDED** – The Village Police Department shall provide to the DDA the following specific services:

- A. Road/foot patrol, inspection, engaged interaction, and public safety oversight of business establishments within the Lake Orion Downtown Development Authority district, at such times and dates as may be considered an enhanced presence and level of policing within the district, services to include all state authorized policing powers and the necessary training, preparation, reporting, testimony and other factors required to enforce local and state laws.

A Monthly report shall be submitted to the DDA setting forth the dates and time the enhanced services were performed, including a summary of all incidents, actions taken and any follow up required with a business or property owner in the district. Cost shall be evidenced and supported by this monthly report.

- B. Coordinated ordinance enforcement, including a minimum of eight (8) hours per week of in person enforcement of Village ordinances and applicable state law relating to the Village's zoning ordinance, use regulations, building codes, and any and all other codes or ordinances of the Village, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and issuance of citations, as necessary and within the District. Services include possible testimony in court, if necessary, and attendance at meetings with Village and DDA staff, as required.

The enforcing officer shall prepare and submit a monthly report to the DDA summarizing all general and special activity within the DDA District from the previous thirty-day period. Prior to the issuance of the monthly report, notice and detail of each infraction shall be provided to the DDA within 24 hours of issuance, with sufficient instruction as to the means and opportunity for the notified property owner/complainant to receive information, advice and direction as to the opportunity to cure the allegations in the notice, or such procedural information so as to inform both the owner/complainant and the DDA of the potential or actual violation and the actions open for cure or resolution.

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Post contact availability of an enforcement officer, with knowledge and authority over the matter noticed, shall be not less than Monday through Friday between 9am and 4:30pm.

The above services will be provided in a manner, which is comparable to similar police protection services for the Village.

2. **CONTROL OF POLICE DEPARTMENT** – The Village, through its Chief of Police, shall have full authority in responding to and handling police protection matters within the Downtown Development Authority district.

3. **PERSONNEL** – The Village shall employ 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, and 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 officer 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 and firing, discharging and supervising and paying for any and all personnel as are required to provide the services under this agreement.

4. **EQUIPMENT** – The Village shall be responsible for the maintenance of all Village Police Department equipment, including but not necessarily limited to, police cars, uniforms, officers' equipment, radio equipment, as well as providing the police station storage facilities for police cars belonging to the Village Police Department.

5. **INSURANCE** – The Village shall be responsible for the maintenance of all insurance of each and every kind 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.

6. **ADMINISTRATION OF DEPARTMENT** – The Village shall provide administration of the Village Police Department in all respects, including obtaining of court dates. All prosecutions of criminal or ordinance offenses occurring in the Downtown Development Authority district shall include a demand for cost recovery for the benefit of, and in reimbursement of, the DDA. All prosecutions for offenses, including property casualty or ordinance based citation, within the District shall be managed and performed by either the Oakland County Prosecutor of the Village

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Attorney as may be applied.

7. **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 methodology:

- A. *As to DDA Enhanced Policing:* a monthly billing of the equivalent of \_\_\_\_\_ ( ) hours of road/foot patrol in the DDA, and up to an additional \_\_\_\_\_ ( ) hours of police call response and general police services in the DDA at the rate of \$ \_\_\_\_\_ per hour, for a total cost not to exceed \$86,000.00 over the term of this agreement.
- B. *As to Coordinated Ordinance Enforcement.* a monthly billing of the equivalent of \_\_\_\_\_ ( ) hours of ordinance inspection, enforcement and remedy in the DDA, and up to an additional \_\_\_\_\_ ( ) hours of general administrative services in the DDA at the rate of \$ \_\_\_\_\_ per hour, for a total cost not to exceed \$17,000.00 over the term of this agreement.

8. **PAYMENT** – The DDA shall pay monthly payments net 30 days from the date of the Village invoice for services rendered based upon the amount determined under Section 7 above.

9. **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.

10. **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.

11. **PERFORMANCE STANDARDS** – The Village has established certain standards for the conduct and performance of its officers, which standards are spelled out in the personnel rules and regulations of the Village. The Village agrees to furnish a copy of the rules and regulations to the DDA upon request.

12. **COST RECOVERY** – All monies which are paid for fines, costs and judgments for violations of local ordinances and state statutes shall inure to the governmental unit wherein the violation occurred. Such monies shall in no way affect the accounting, budgeting, or payments provided herein.

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

**Draft For Discussion Purposes**

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

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

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

Acknowledged and attested:

\_\_\_\_\_  
Matthew Gibb  
Executive Director