



AGENDA

SPECIAL MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD

Monday, February 03, 2025

5:00 PM

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

(248) 693-8391 ext. 102

1. Call to Order

2. Roll Call and Determination of Quorum

3. Approval of Agenda

4. New and Old Business

A. AGREEMENT FOR SEASONAL SNOW REMOVAL AND TREATMENT

5. Call to the Public

The DDA welcomes comments related to the work and spirit of the DDA on non-agenda items. Each person wishing to address the DDA Board shall be afforded an opportunity to do so. When recognized, give your name and address and direct your comments to the Chair. Comments on the agenda items may be allowed upon the calling of the item.

COMMENTS ARE LIMITED TO THREE (3) MINUTES, OR AS ALLOWED BY THE BOARD CHAIR.

6. 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.



DDA ACTION SUMMARY SHEET

MEETING DATE: February 3, 2025

TOPIC AGREEMENT FOR SEASONAL SNOW REMOVAL AND TREATMENT

BACKGROUND BRIEF:

Discussions have been positively held between the Executive Director and the Village DPW Director and a solution has been proposed to allow the DDA to continue its maintenance and safety effort regarding snow and ice in the Downtown for the remaining 2024-25 winter season.

This is being proposed as the change in the course of snow and ice removal towards our community continues to cause conflict and a long-term, permanent change to snow removal/salt/etc. would be better suited as part of budget and strategic planning. The solution is fair to both DPW and the DDA, it is an expense the DDA budgeted for and was anticipating, and the DPW and DDA have agreed this works... for now. Which is why the contract states it is for this season only, and would require a reassessment and renewal if it were to continue next year.

FINANCIAL IMPACT:

The DDA has \$12,000 budgeted in GL248-260-801-033 – Contractual Services DPW Snow Removal. If approved by the DDA Board, the entire effort would then be based on approval of Village Council. Therefore the motion is subject to approval by the village Council on February 10, 2025.

IF COUNCIL APPROVES – at the February 18, 2025 DDA Board meeting a Motion will be brought forward to amend the budget to increase funding in GL 248-260-801-033 to \$17,000, and authorizing immediate lump sum payment. (there is no reason to adjust our budget until Council approves)

RECOMMENDED MOTION:

To approve the AGREEMENT FOR SEASONAL SNOW REMOVAL AND TREATMENT as presented, subject to the presentment and approval of the Lake Orion Village Council at its February 10, 2025 meeting, with funding to be authorized at the Next Available DDA Board meeting following Village council approval.

AGREEMENT FOR SEASONAL SNOW REMOVAL AND TREATMENT

THIS AGREEMENT is made on the _____ day of _____, 2025, by and between the Village of Lake Orion, a Michigan municipal corporation, 21 E. Church St., Lake Orion MI 48362, for and on behalf of its Department of Public Works (hereinafter referred to as “Village”) and Lake Orion Downtown Development Authority, 118 N. Broadway St., Lake Orion MI 48362 (hereinafter referred to as “DDA”)

The Village and DDA agree as follows:

1. **Scope of Work.** When the Director of the Department of Public Works for the Village has determined that a seasonal snow/ice event has occurred of sufficient depth, or as such event creates a hazardous condition, the Village, by its Department of Public Works, shall;
 - a. Remove all snow and ice accumulations from the complete width of the sidewalks, including sidewalk ramps, and areas abutting general addresses, in all areas shown and depicted in the map(s) approved by the parties and attached hereto as Exhibit A, including pedestrian access thereto.
 - b. Remove all snow and ice accumulation from five (5) parking areas for which the DDA maintains a contractual, or development, obligation to provide seasonal maintenance, as identified on Exhibit B, including pedestrian access thereto.
 - c. Scatter and apply salt, or other ice melt product in the DPW Directors discretion, to all areas affected, in sufficient amount to provide reasonable and safe movement on all treated surfaces.
2. **Equipment and Materials.** The Village agrees to furnish all of the materials, equipment and labor necessary, and to abide by all the duties and responsibilities applicable to completing the scope of work.
3. **Emergency/On-Call Treatment.** The scope of service in this Agreement includes a reasonable amount of on-call, spot treatment of surfaces as conditions dictate. On mutual direction of the parties, the Village shall promptly provide materials and service to individually identified areas, as agreed between the DPW Director and the DDA Director.
4. **Term.** This agreement shall commence on February 1, 2025 and continue through and including all snow/ice events in the 2024-2025 winter season, but not later than June 30, 2025.
 - a. **Non-Perpetual.** This Agreement is not perpetual and shall not automatically renew prior to the Winter season in 2025-2026. The parties agree that the non-public areas contained in this Agreement will not be serviced by the Village in the absence of a renewed and executed agreement, which may contain revised terms, including costs and fees.

5. **Fee and Payment.** The DDA will pay the Village a lump sum of \$17,000 for the snow removal and salting services obligated herein.
 - a. The DDA shall process a Purchase Order for the entire seasonal amount upon approval and execution of this Agreement, noting that the services herein shall commence prior to that final action of approval. In the event this Agreement is rejected by either body, and any services described herein have been performed during the time of the effective date and the date of rejection, the DPW shall submit an invoice to the DDA for time and materials, based on its prior estimate of cost, which shall be timely paid by the DDA. Thereafter this Agreement shall be null and void.
6. **Assignment.** This contract may not be assigned or subcontracted without the written consent of both Parties.
7. **Choice of Law.** This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract. Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.
8. **Relationship of the Parties.** Village and DDA agree that this is not a contract of employment or independent contract, rather an agreement between mutually operated governmental agencies. Nothing contained in this contract shall be deemed to constitute any other relationship than that of inter-agency.
9. **Entire Agreement.** This contract represents the entire understanding between Village and DDA and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by a signed written amendment.

Village of Lake Orion

Lake Orion Downtown
Development Authority

Darwin McClary
Village Manager

Matthew Gibb
Executive Director

EXHIBIT A Snow/Ice Removal Map



LEGEND: PINK LINES – PUBLIC SIDEWALKS, APPROACHES, RAMPS
 GREEN LINES –STREETScape MAINTENANCE AND PEDESTRIAN AREAS

EXHIBIT B

PARKING AREAS INCLUDED IN DDA MAINTENANCE CONTRACTS

