



Stockbridge Downtown Development Authority
SPECIAL MEETING AGENDA
305 W Elizabeth Street, Room #112
Thursday, August 25, 2022, 6:15pm

CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Meeting Agenda August 25, 2022
- Approval of Meeting Minutes for August 15, 2022

PUBLIC COMMENT

- **FINANCIALS:**
 - a. Check register for the July 25, 2022, to August 25, 2022

COMMITTEE REPORTS:

- Event/Design Committee – Taylor, Conant, Ericka
- a. Sidewalk Sales status of implementing update.

UNFINISHED BUSINESS:

1. We need to amend approved SDDA budget and have Village Council approve an amended budget especially for the addition of the \$150,000 that was not included in approved budget.
2. Review Analysis of can we afford a full time SDDA Director position.
3. Sign for skate park needs to be approved by Village Council
4. What do you think we should do with the pamphlets we had made Approval of Director Position Full time or Part Time description
5. Establishing Salary range for Part time SDDA Director or for Full time Director
6. Go over Pump Track Design contract with Melisa comments. Purchase and instillation contract for Pump track. schedule instillation for April next year needs 25 percent down to lock in installation. soonest now date currently is March of 2023. Will need sealed drawings for pump tack also. cost of sealing drawings is unknown at this time as pump track is a more complex project.
7. Draft Purchasing Policy Re-written by moly.
8. Update on time frame for implementing new Plan Amendment. Public hearing to be held in front of Village Council on September 12, 2022

New Business

- Approve large expenditure of funds for approximately 28 Panther banners at \$70.00 each \$1,890.00
- Andrea Conway [4-Week online community engagement bootcamp](#) (FREE). It's an automated email series program that will only take you around 10 minutes per week and will equip you with tips and tricks from our participation experts and clients. Please share this with your colleagues! U.S. Engagement Specialist

PUBLIC COMMENT

NEXT MEETING Next meeting be held September 22, 2022

ADJOURNMENT



Stockbridge Downtown Development Authority
SPECIAL MEETING UNAPPROVED MINUTES
W Elizabeth Street, Room #112
Thursday, August 15, 2022, 6:15pm

CALL TO ORDER: Chair Daryl Anderson called the meeting to order at 6:17 pm.

ROLL CALL:

Present: Jon Fillmore, Mellisa Powers-Taylor, Jason Stephens, Jennifer Conant, Molly Howlett, Daryl Anderson.

Absent: Ericka Cole.

Also in attendance: Dan Cabage, P.E., Fleis and Vandenbrink

APPROVAL OF AGENDA: Motion by Howlett, second Fillmore to approve the agenda for the August 15, 2022 Special Meeting as amended. All in favor. Motion passed.

PUBLIC COMMENT: None.

COMMITTEE REPORTS: The Event/Design Committee reported on the status of the October 1, 2022 sidewalk sales which will correspond with the Harvest Festival. Ideas presented were: \$5.00 coupons given as prizes and redeemable at local businesses participating in the Sidewalk Sales event. Also suggested was a scavenger hunt.

UNFINISHED BUSINESS:

1. **Skate Ramps:** Motion by Powers-Taylor, support by Conant to accept the highest bid for the old skate ramp purchase and removal contingent upon being assured that the buyer will dismantle and remove the entire skate ramp following the DDA timeline.

Dan Cabage, P.E., Fleis and Vandenbrink, discussed how the skate ramp prints were signed and sealed and now meet AGS building department requirements.

Motion by Anderson, support by Powers-Taylor to approve \$1200 payment for the four copies of sealed documents.

Roll call:

Ayes: Conant, Stephens, Fillmore, Powers-Taylor, Howlett, Anderson.

Nay: None.

Absent: Cole.

Motion passed.

2. Motion by Powers-Taylor to table agenda items #3,5,6 until a later date, support Fillmore. All in favor. Motion passed.
3. **Checking account:** Motion by Anderson, support by Powers-Taylor to open a checking account with Conant (SDDA treasurer) as check writer. Discussion followed. Motion by Powers-Taylor, support by Anderson to table agenda items #4,7,8,9 and 11 until the regular meeting August 25, 2022 in order to meet with Village Manager regarding this matter. All in favor. Motion passed.



Stockbridge Downtown Development Authority
SPECIAL MEETING UNAPPROVED MINUTES

W Elizabeth Street, Room #112

Thursday, August 15, 2022, 6:15pm

4. Motion by Howlett support by Anderson to have Conant, Powers-Taylor, Fillmore as check signers at both Eaton Community and The State Bank. All in favor. Motion passed.
5. Motion by Fillmore, support by Anderson to have Howlett be recording secretary until further notice. All in favor. Motion passed.

NEW BUSINESS:

1. Motion by Powers-Taylor support by Howlett to have SDDA Chair be the primary controller of access to online banking account. All in favor. Motion passed.
2. Motion by Anderson support by Powers-Taylor to give Conant access to online banking account. All in favor. Motion passed.

PUBLIC COMMENT: Laura Loomis made public comment.

ADJOURNMENT: Motion by Conant, support by Stephens to adjourn at 7:43 pm. All in favor. Motion passed.

Respectfully submitted,

Molly Howlett
Recording secretary

Revised Analyses of SDDA funds and projected short fall Date August 21, 2022

Table 1: Existing Budget, recommended changes in budget and suggested new budget

Topic	Budget for 2021-2022	Recommended changes to 2021/2022 approved budget	Amount of reduction in dollars from line items	Amount of increase of 2022/2022 budget	New budget
Salary – DDA Director	\$36,000	\$36,000			\$36,000
Legal Fees	\$10,000	\$10,000			\$10,000
Contracted services	\$3,000	\$3,000			\$3,000
Professional Services web site etc.	\$6,000	\$6,000			\$6,000
Prof. Services – A. Knowles	\$25,000	\$25,000	-\$25,000		0
Engineering	\$16,300	\$16,000	0		16,000
Revenue sharing	\$48,000	\$50,000?			\$50,000?
Community promotion	\$10,000	\$3,000	-\$7,000		\$3,000
A day in the Village	\$7,500	\$7,500			\$7,500
All Clubs Day	\$1,900	\$1,900			\$1,900
All clubs ride	\$700	\$700			\$700
Harvest Festival	\$3,000	\$3,000			\$3,000
Downtown Beatification	\$25,000	\$10,000	-\$15,000		\$10,000
Festival of Lights	\$2,500	\$2,500			\$2,500
Open air Market	\$1,000	\$1,000			\$1,000
Seasonal Decorations	\$6,000	\$1,000	-\$5,000		\$1,000
5 K Run	\$800	\$800			\$800
Teen Center	\$7,000	\$7,000	-\$7,000		0
Pump track cost of approved pump track is \$288,000	\$150,000 short fall of \$150,000	\$300,000		+150,000	\$300,000
Printing and publishing	\$4,000	\$1,000	-\$3,000		\$1,000
Miscellaneous expenses	\$5,500	\$2,500	-\$3,000		\$2,500
Capital Outlay- facade IMP.	\$10,000	\$10,000			\$10,000
Capital Outlay – Banner / brackets	\$5,000	\$3,000	-\$2,000		\$3,000
Capital Outlay – Tower Camera & Maintenance	\$1,000	\$500	-\$500		\$500
Play Scape	\$100,000	\$90,000	-\$10,000		\$90,000
Totals	Total \$485,200 Plus \$150,000 for pump track Combined total \$635,200	\$547,700	-\$87,500	+\$150,000	\$547,700
Total New Budget					\$547,700
Current Bank Balance at Eaton community Bank	\$449,459				\$449,459.25
Projected additional revenue by April 28, 2023,	+\$ 99,213 \$449,459 \$548,672				\$99,213
Total projected available revenue by April 28, 2023	\$548,672				\$548,672
Funds already expended of	\$84,317				\$84,317
Projected project funds to be expended by April 2023	\$635,200 -\$84,317 \$550,883				\$547,700 -\$84,317 \$463,383
Projected available funds on April 28, 2023,	\$550,883 -\$548,672 -\$2,211				\$463,383 -\$548,672 \$85,289
Project Balance	-\$2,211				\$85,289

\$635,200 Currently needed for approved budget including the \$150,000 needed for pump track

- \$84,317 Minus funds already expended for budgeted items
- + \$550,883 Funds still needed for 2022/2023 budget
- \$449,459 Current bank balance
- \$101,424 Negative projected balance
- + \$99,213 Projected Revenue by February 28, 2023,
- \$2,211 Beginning Revenue March 01, 2023, for FY 2023/2024

Scenario 1. Existing situation.

Starting original budget \$485,200 + \$150,000 = \$635,200 of which \$84,317.10 has been expended Leaving \$550,883 required to finance original budgeted line items. Projected as of today's date \$550,883, minus current bank balance of \$449,459 combined with projected revenue \$99,213, creates a projected negative balance of **-\$2,211**

Scenario 2. Proposed New Budget

Starting new Proposed budget \$547,700 of which \$84,317.10 has been expended Leaving \$463,383 required to finance proposed new budgeted line items. Projected bank balance as of today's date of \$449,459 combined with projected additional revenue of \$99,213 by April 28, 2023, 023, creates a projected positive balance of **\$85,289**

Budget For FY 2023/2024 Funding if new recommended budget is used with part time Director

Funds projected available entering F/Y 2023 March 1, 2023, are \$85,289

Projected additional revenue to end of F/Y February 28, 2024, of \$210,985

Total projected revenue available for FY 2023/2024 is \$296,274

Estimated Revenue to for FY 2023/2024 Ending February 28, 2024, is \$296,274

Table 2: Recommended Budget for FY 2023/2024 using recommended revised budget amounts per line items

Topic	New budget	Balance
Starting estimated funds available March 01, 2023	\$85,289	
Additional estimated revenue at end of F/Y	\$210,985	
Total estimated revenue available for F/Y 2023/2024	\$296,274	
Salary – DDA Director	\$36,000	
Legal Fees	\$10,000	
Contracted services	\$3,000	
Professional Services web site etc.	\$6,000	
Prof. Services – A. Knowles	0	
Engineering	\$6,000	
Revenue sharing	\$50,000?	
Community promotion	\$3,000	
A day in the Village	\$7,500	
All Clubs Day	\$1,900	
All clubs ride	\$700	
Harvest Festival	\$3,000	
Downtown Beatification	\$10,000	
Festival of Lights	\$2,500	
Open air Market	\$1,000	
Seasonal Decorations	\$1,000	
5 K Run	\$800	
Teen Center	0	
Printing and publishing	\$1,000	
Miscellaneous expenses	\$2,500	
Capital Outlay- facade IMP.	\$10,000	
Capital Outlay – Banner / brackets	\$3,000	
Capital Outlay – Tower Camera & Maintenance	\$500	
Play Scape		
Totals	\$159,400	
Ending Ballance	\$136,874	

\$159,400 total estimated funds required to finance 2023/2024 draft budget

\$136,874 funds available to start FY 2024/2025 March 01. 2024

FY 2024/2025 budget

Table 3: Recommended Budget for FY 2024/2025 Starting March 01, 2024, is \$159,400

Estimated revenue between March 01, 2024, and February 28, 2025

Topic	New budget	Balance
Starting estimated funds available March 01, 2024	\$136,874	
Additional estimated revenue at end of F/Y	\$210,985	
Total estimated revenue available for F/Y 2023/2024 ending Feb. 28, 2025,	\$347,859	
Salary – DDA Director	\$36,000	
Legal Fees	\$10,000	
Contracted services	\$3,000	
Professional Services web site etc.	\$6,000	
Prof. Services – A. Knowles	0	
Engineering	\$6,000	
Revenue sharing	\$50,000?	
Community promotion	\$3,000	
A day in the Village	\$7,500	
All Clubs Day	\$1,900	
All clubs ride	\$700	
Harvest Festival	\$3,000	
Downtown Beatification	\$10,000	
Festival of Lights	\$2,500	
Open air Market	\$1,000	
Seasonal Decorations	\$1,000	
5 K Run	\$800	
Teen Center	0	
Printing and publishing	\$1,000	
Miscellaneous expenses	\$2,500	
Capital Outlay- facade IMP.	\$10,000	
Capital Outlay – Banner / brackets	\$3,000	
Capital Outlay – Tower Camera & Maintenance	\$500	
Play Scape		
Totals	\$159,400	

Table 4: showing dates of already collected revenue, projected addition revenue and amount and number of debits to date.

Statement date	Previous statement date	Beginning balance	Deposits	Projected remain deposits in 2022/2023	Interest	Debits to date	Ending balance
3/31/22	2/28/22	\$386,971.92	\$137,149.25		\$17.93	\$20,141.61	\$503,997.49
4/28/22	3/31/22	\$503,997.49	0		\$18.18	\$47,117.99	\$45,897.68
5/31/22	4/28/22	\$45,897.68	\$9,249.06		\$20.58	\$11,735.48	\$454,421.84
6/30/22	5/31/22	\$454,421.84	0		\$18.62	\$4,981.21	\$449,459.25
7/29/22	6/30/22	\$449,459.25	0		\$17.83	\$1,340.81	\$448,136.27
Projected Revenue	Based	On	Last	year	Deposits		
8/21/21			0	0			
9/30/21				\$5,790.15			
10/30/21				\$21,526.26			
11/30/21				\$2,645.82			
12/31/21				0			
01/11/22				\$5,847.30			
02/28/22				\$28,779.58			
Projected Revenue for FY 2022/2023			\$146,398.31	\$64,587		\$84,317.10	
Total projected revenue available on March 01, 2023				\$514,046			

Table 5: Provides a look at past Dates and amount of Revenue collected and total Revenue remaining projected to be collected

Month	Date of deposit	
01/11/22	\$5,847.30	
02/28/22	\$28,779.58	
3/31/22	\$137,149.25	
4/28/22	0	
5/31/22	\$9,249.06	
6/30/22	0	
7/29/22	0	
8/21/21		
9/30/21	\$5,790.15	
10/30/21	\$21,526.26	
11/30/21	\$2,645.82	
12/31/21	0	
Total	\$210,985	

Table 6 Budget for FY 2023/2024 using recommended revised budget with full time director at \$120,000 year which includes benefits required by law for full time employees amounts per line items

Topic	New budget	Balance
Starting estimated funds available March 01, 2023	\$85,289	
Additional estimated revenue at end of F/Y	\$210,985	
Total estimated revenue available for F/Y 2023/2024	\$296,274	
Salary – DDA Director	\$120,000	
Legal Fees	\$10,000	
Contracted services	\$3,000	
Professional Services web site etc.	\$6,000	
Prof. Services – A. Knowles	0	
Engineering	\$6,000	
Revenue sharing	\$50,000?	
Community promotion	\$3,000	
A day in the Village	\$7,500	
All Clubs Day	\$1,900	
All clubs ride	\$700	
Harvest Festival	\$3,000	
Downtown Beatification	\$10,000	
Festival of Lights	\$2,500	
Open air Market	\$1,000	
Seasonal Decorations	\$1,000	
5 K Run	\$800	
Teen Center	0	
Printing and publishing	\$1,000	
Miscellaneous expenses	\$2,500	
Capital Outlay- facade IMP.	\$10,000	
Capital Outlay – Banner / brackets	\$3,000	
Capital Outlay – Tower Camera & Maintenance	\$500	
Play Scape		
Totals	\$243,400	
Ending Ballance	\$52,874	

\$248,400 total estimated funds required to finance 2023/2024 draft budget with Full time director

\$52,874 funds available to start FY 2024/2025 March 01. 2024

F/Y 2024/2025 budget

Table 7 Budget for FY 2024/2025 Starting March 01, 2024, with full time Director is \$243,400

Topic	New budget	Balance
Starting estimated funds available March 01, 2023	\$52,874	
Additional estimated revenue at end of F/Y	\$210,985	
Total estimated revenue available for F/Y 2023/2024	\$263,859	
Salary – DDA Director	\$120,000	
Legal Fees	\$10,000	
Contracted services	\$3,000	
Professional Services web site etc.	\$6,000	
Prof. Services – A. Knowles	0	
Engineering	\$6,000	
Revenue sharing	\$50,000?	
Community promotion	\$3,000	
A day in the Village	\$7,500	
All Clubs Day	\$1,900	
All clubs ride	\$700	
Harvest Festival	\$3,000	
Downtown Beatification	\$10,000	
Festival of Lights	\$2,500	
Open air Market	\$1,000	
Seasonal Decorations	\$1,000	
5 K Run	\$800	
Teen Center	0	
Printing and publishing	\$1,000	
Miscellaneous expenses	\$2,500	
Capital Outlay- facade IMP.	\$10,000	
Capital Outlay – Banner / brackets	\$3,000	
Capital Outlay – Tower Camera & Maintenance	\$500	
Play Scape		
Totals	\$243,400	
Ending Ballance	\$30,459	

Note 1: Paying SDDA director \$120,000 a year with benefits is \$10,000 a month you will notice very little money is left to do any other projects carry over funds are needed to start a new F/Y if we hire a full-time director.

Note 2: There is no money left to provide any matching funds for grants if we hire a full time Director, a part time director is feasible because we don't have to pay benefits and by eliminating Annette Knowles it could be cost effective and frankly there is not enough work for a full-time position

Daryl

Note 3: It is my understanding the Village received a grant from the Ingham County Parks through the 5 Health Town program for \$50,000 purchase of recreation equipment the SDDA skate park was one of the line items and was funded at around \$50,000. It is further my understanding that we need to contribute \$25,000 to receive \$50,000 leaving a net increase of \$25,000

Contact Mat Pegouski for information on how to get grant money

Ingham County Parks and rec. Mat Pegouski 734 433-4599, 5 healthy towns.

Arrived last we email \$36, 101 budget 75,000 for skate park rest Initial \$395, 600

Send email to Mat matt@5 healthytowns.org with Invoice for skate park to him.

Sent 8/02/2022

SOURCEWELL BUILD AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between _____ (hereinafter called "**OWNER**"), whose principal office is located at _____, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: Veterans Memorial Park Velosolutions Asphalt Pump Track

LOCATION: Stockbridge, MI

PROJECT NUMBER: _____

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 CONSTRUCTION: Asphalt Pumptrack and bike skills track as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the asphalt pumptrack as included as Exhibits to this contract as follows:

- Exhibit A – Scope of Work
- Exhibit B – Conceptual Design

ARTICLE 2 CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **two hundred eighty-eight thousand dollars and 00/100 cents (\$ 288,000.00)**, plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 25% At Signing of Contract
- 25% Upon Mobilization
- 25% Upon Construction Kickoff
- 25% Upon Completion of Construction and Sign Off

All progress billings are due in full within 15 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.5 All pricing of the asphalt pumptrack elements is to be in line with ARC's Sourcewell contract #112420-ARC.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the Asphalt Pumptrack be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because pumptrack features were used before the Project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Michigan law and shall be determined exclusively in the Courts of Ingham County, MI without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Firm: _____

Authorized Signature: _____

Name Print: _____

Date Executed: _____

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: _____

Name Print: _____

Date Executed: _____

****** NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,
ATTACHED TO THIS AGREEMENT. ******

SCOPE OF WORK

TASK 1.0- CONSTRUCTION PHASE

1.1 INCLUDES*:

- All labor, supplies, tools, materials, and equipment required per scope of work
- Earthmoving techniques
- Pour and Finish Asphalt
- Sod in the interior islands of the pump track

1.2 EXCLUDES*:

- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Any landscaping.
- Toxic or hazardous material handling or removal.
- Dewatering, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

1.3 CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

Task 1.0 Deliverables:

- Fully constructed asphalt pump track.

****** NOTE -- EXHIBIT B, WHICH DEPICTS THE CONCEPTUAL DESIGN FOR THIS PROJECT ******



Sec. 6-231. - Permitted freestanding signs.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

General requirements.

(1)

One freestanding sign shall be permitted per premises for each road frontage.

(2)

A freestanding sign shall have a setback of 15 feet from a public road right-of-way and a setback distance equal to the height of the sign from all other property boundaries.

(b)

Specific requirements. Freestanding signs shall be permitted by district in accordance with the following requirements:

VILLAGE OF STOCKBRIDGE
Downtown Development
DRAFT PURCHASING POLICY
08-20-2022

I. Purpose/Objective

The purchasing and fiscal policy guidelines are to assure that the Village of Stockbridge Downtown Development Authority maintains lawful, prudent, and ethical methods to procure supplies, materials, equipment, contract services, and construction projects for the Village Tax Increment Financing District.

II. Purchasing

- a) All purchases prior to Stockbridge Downtown Development Authority Board approval require that the appropriate funds are budgeted, and sufficient funds are available at the time of purchase.
- b) Downtown Development Board Authority Board members village of Stockbridge must fill out a "purpose form" with attached receipts. All purchases (purpose form and receipt) must be given to the Village Clerk/Accountant of the village and approved.
- c) The Downtown Development Board Authority Chair, or if Chair is unavailable then the Vice Chair, may authorize purchase(s) of goods and services up to \$2,999. This authorization must be tied directly to the SDDA budget approved items with respective dollar limits. If said purchases are made in accordance with this policy, then they shall be noted on the SDDA monthly bills list and approved by the Board at the next regular meeting.
- d) **Expenditures greater than \$2,999** may require three quotes if deemed warranted; local businesses will be given priority; and Board approval is required prior to the purchase. (Electronically submitted quotes are acceptable). **For expenditures over \$35,000** an attempt shall be made to obtain three sealed bids (if three bids can't be obtained on initial bid distribution, then award of bid may be made based on the sealed bids available.
- e) The Chair, or the Vice Chair in the absence of the Chair, is authorized to make emergency purchase(s) of goods and services that directly affects the public health, welfare and safety of the Village accompanied with a signed purchase order. An emergency purchase is defined as "the purchase of supplies, materials, equipment or contract services that without said authorization would result inability to capture Tax Increment Financing revenues or shut down the village service and/or SDDA projects being financed by the SDDA," prior to the next scheduled SDDA meeting. If said emergency purchases are made in accordance with this policy, they shall be noted on the SDDA monthly bill list and approved by the Board at the next regular meeting.
- f) **Sole Source and Single Source good and services.** A Sole Source can be a manufacturer, software developer or service provider that sells direct and there are no other sources offering "an equal" product or service. Prior to a vendor

VILLAGE OF STOCKBRIDGE
Downtown Development
DRAFT PURCHASING POLICY
08-20-2022

being considered, a sole source letter on the vendor's letterhead must accompany the requisition when submitted to the Village Clerk detailing their single source status.

- g) One quotation must be obtained from local vendor, if possible. Documentation is required for each action in connection with procurement, especially if it was not possible to obtain a quote from a local vendor. Local vendors may be given up to a ten percent (10%) price benefit for contracts less than \$35,000. *Business must be located within the boundaries of the Stockbridge School District at the time of quote.*

III. Bid Procedure

Missing what Jon Filmore wanted to see in document (With the exception of Sole Source and single source contractual services a)

- a) A notice inviting bids shall be published in a local publication at least ten days preceding the date set for receipt of the bid for expenditures greater than \$35,000 and up. If fewer than three sealed bids are received, the SDDA has the right to accept or reject among the sealed bids.
- b) Bids shall be solicited preferably from responsible perspective suppliers who have requested that their names be added to a bidder's list. Invitations shall be limited to vendors whose commodities or services are similar in character and ordinarily handled by the trade group to which the invitations are sent.
- c) Bids of 36,000 and over shall be sealed and identified as a bid on the envelope and submitted to the Village Clerk.
- d) Late bids, at the Village's discretion, may be returned unopened to the bidder.
- e) Bid openings will take place at the next SDDA meeting unless otherwise specified in the public announcement.
- f) The respective bid criteria dollar amounts of \$2,299 and \$35,000 may be adjusted for inflation as necessary.

IV. Award of Contract and Rejection of Bid

- a) The SDDA shall have the authority to reject any and all bids.
- b) The SDDA shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the Village.
- c) In determining the best responsible bidder, in addition to price, the SDDA shall consider the ability, capacity, and skill of the bidder to perform as contracted; whether the bidder can perform in a timely manner consistent with Village requirements; the character, integrity, reputation, judgment, experience, and efficiency demonstrated by the bidder; the performance experienced with

VILLAGE OF STOCKBRIDGE
Downtown Development
DRAFT PURCHASING POLICY
08-20-2022

previous contracts; and the predictable ability of the bidder to provide future maintenance and service.

- d) As an alternative to above bidding process The SDDA may utilize the bidding process and contracts provided by and available through Sourcewell Competitively bid procedure for Government Contracts.
- e) Also, as an alternative to the above bidding process, the SDDA may utilize the bidding process and contracts provided by Michigan Intergovernmental Trade Network (MITN). bidnetdirect.com.
- f) Also, as an alternative to the above bidding processes, the SDDA may utilize the bidding process and contracts provided by MiDeal.
- g) After a bid or contract is obtained through Sourcewell, MITN or MiDEAL, a contract will be executed with the successful bidder. A performance bond, certificate of liability insurance and/or worker compensation certificate will be required if applicable and appropriate for the contracted service.

V. Services Exempt from Purchasing Policy:

The following services are exempt from this purchasing policy:

- 1) Any service the Village agrees to perform as part of a Revenue Sharing Agreement with the SDDA.
- 2) Any professional services provided to the SDDA, like engineers, lawyers, accountants, computer technicians, etc. Those services shall be independently selected and approved by the Board from time to time, as necessary. Or available through Sourcewell Competitively bid procedure for Government Contracts, MITN or MiDeal.

**Local professional services are preferred.

VI. Conflict of Interest

- a) No employee will participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest to the procurement; when a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or when any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

VILLAGE OF STOCKBRIDGE
Downtown Development
DRAFT PURCHASING POLICY
08-20-2022

- b) Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from any further participation in the transaction involved. Failure to do so could result in immediate dismissal.

Hi Daryl,

I tried reaching out a couple of times to discuss community engagement with you. I understand this topic might not sit on top of your priorities right now.

However, you could be interested in our: [4-Week online community engagement bootcamp](#) (FREE). It's an automated email series program that will only take you around 10 minutes per week and will equip you with tips and tricks from our participation experts and clients. Please share this with your colleagues!

I'd love to connect when that would make more sense. If you change your mind, feel free to give me a quick call so I can walk you through a few examples of US states and local governments with great initiatives in online community engagement.

All the best,
Andrea

P.S. You can always go ahead and [schedule a call with me](#) if you want to connect and are ready to chat!

Andrea Conway
U.S. Engagement Specialist
+12156080891
www.citizenlab.co
[Request a demo](#)