



**STOCKBRIDGE DOWNTOWN  
DEVELOPMENT AUTHORITIES FIVE  
YEAR REVENUE SHARING AGREEMENT  
WITH THE VILLAGE OF STOCKBRIDGE  
SPANNING MARCH 1, 2024, THROUGH  
FEBRUARY 28, 2029**

Synopsis of Agreement

Total DPW Compensation	\$26,000
Total Clerk Services	\$21,000
Total Treasurer	\$ 5,000
Total Office supplies	\$ 600
Total Office Space Rental	\$ 2,400
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Total	\$55,000

**In addition to the first year (F/Y2024-2025) proposed \$55,000 compensation for services provided by the Village.**

- 1. A one-time additional compensation of \$2,000 for Fical Year 2024-2025, after all SDDA records that have been put boxes and are intermixed with Village records, are Filed in compliance with State of Michigan / Village retention schedules.**
- 2. An additional \$4,200 reimbursement for utilizing village resources if village services are required to facilitate amending of a current SDDA Plan Amendment. Said compensation shall be authorized every and each time the SDDA attempts to amend a plan throughout the term of this 5-year agreement.**

**THIS AGREEMENT** (hereinafter, the "Agreement") is made by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE VILLAGE OF STOCKBRIDGE**, a Michigan municipal corporation (hereinafter, the "SDDA") and the **VILLAGE OF STOCKBRIDGE**, a Michigan municipal corporation (hereinafter, the "Village").

**PREMISES**

**WHEREAS**, the SDDA was created by the Village under the authority of Act No. 57 of the *Michigan Public Acts of, 2018* as amended (hereinafter, "Act 57"); and

**WHEREAS**, pursuant to Act 57 of 2018 the SDDA has prepared, and the Village has approved, a Tax Increment Finance and Downtown Development Plan (as amended and restated, hereinafter, the "Plan") for the development of the development area within the downtown district of the SDDA located in the Village as described in the Plan (hereinafter, the "Development Area"); and

**WHEREAS**, pursuant to the Plan, the SDDA has used and intends to continue to use, tax increment revenues, as defined in Act 57 (hereinafter, the "Tax Increment Revenues"), to provide for

the acquisition, construction, and financing of necessary public facilities and for other purposes permitted by Act 57 as more fully described in the Plan, for the purposes of preventing property value deterioration and encouraging economic growth in the Development Area for the benefit of the residents of the Village and all taxing units levying taxes within the Development Area; and

**WHEREAS**, the SDDA recognizes that some of the projects completed by the SDDA in the past, and those contemplated to be completed in the future, have or will increase necessary maintenance costs for which the Village is responsible, and the SDDA wishes to partially assist the Village with those necessary increased maintenance costs so as to extend the life span of such projects and not overburden the Village's limited resources; and

**WHEREAS**, these acquisitions and construction of public facilities by the SDDA referenced above must be supervised, administered, maintained, and improved from time to time, which requires project management services, labor services, basic materials/supplies, and specialized equipment not owned by the SDDA, along with the payment of utility bills for the utilities installed by the SDDA; and

**WHEREAS**, the SDDA also requires day-to-day administrative services to operate and function in a proficient manner, i.e., management, administration, clerk, and treasurer services; and

**WHEREAS**, Section 214 (MCL 125.4214) of Act 57 permits the SDDA to enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the Development Area is located, to share a portion of the captured assessed value of the district; and

**WHEREAS**, the SDDA recognizes that the Village is, and can provide valuable services to the Development Area in furtherance of the goals of the SDDA under this Agreement, which services are for the unique benefit of the SDDA and the Development Area including, but not limited to, the following services:

- (i) Village President Services
- (ii) Village Manager Services
- (iii) Village Clerk services
- (iv) Village Treasurer services
- (v) Village Department of Public Works (DPW) Services
- (vi) Village Police Services
- (vii) SDDA Joint contract Management Services

**WHEREAS**, the SDDA understands that the contracted services referenced above are for labor, general equipment usage, and general materials; but not for material or labor in new construction projects; and

**WHEREAS**, because of these contracted services provided to the Development Area by the Village, the SDDA considers it appropriate in order to continue the orderly development of the Development Area to enter into this Agreement with the Village to compensate it; and

**WHEREAS**, the Village acknowledges that it has the ability to provide services similar to those listed above to the Development Area, and that it intends to provide said services for the benefit of the Development Area during the term of this Revenue Sharing Agreement; and

**WHEREAS**, it is the intention of the parties to this Agreement to enter into an agreement to share a portion of the Tax Increment Revenues received by the SDDA pursuant to Section 14(4) of Act 197 in a manner which does not violate other Sections of Act 197; and

**WHEREAS**, in the past the SDDA has contracted with the public (Village DPW and Village staff) and/or private contractors to perform the above contracted services in the Revenue Sharing Agreement. Most recently the Village contract with the SDDA to provide these services at a cost of approximately \$52,000.00; and

**WHEREAS**, it is the intent of this Agreement to be all encompassing so that the SDDA will not be billed by the Village for any services in excess of, \$55,000.00 First year, and providing for a cost-of-living increase of three percent applied to each year thereafter for the remaining four years of the agreement resulting in \$56,650.00 Second year, \$58,349.50 Third year. \$60,099.99 Forth year, and \$61,902.99 for Fifth year.

Agreement, except:

- i. For the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.
- ii. That if the Village's annual snowfall is over One-Hundred Ten (110%) Percent of the average annual snowfall in the Village over the last three years, as determined by using the National Weather Service data for snowfall in Stockbridge, Michigan, then the parties will come back and re-negotiate the terms of this Agreement to provide some extra compensation to the Village for the extra-ordinary snowfall. The average snowfall should be calculated on a winter-by-winter basis (November - April). Therefore, the extra-compensation due the Village, if any, may not be determined until the May after each fiscal year is completed, which under this agreement is technically after this Revenue Sharing Agreement has expired. The parties agree that the obligation in this paragraph shall survive the expiration of the Agreement.
- iii. The village's is also responsible for assuring the SDDA financial activities are audited each rear at the same time the Villages financial are being audited.
- iv. It is the Villages responsibility to assist in preparing and submitting each year's financial statement to the State of Mi. as required by act 57 of 2018 on a form provided by the State within 180 of completing the previous fiscal year .

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

**ARTICLE I**  
**SHARE OF TAX INCREMENT REVENUES**

**Section 101. Agreement to Share Tax Increment Revenues.** Subject to the terms and conditions of this Agreement, for the period beginning March 1, 2024, and ending February 28, 2029, {Comprising a Five-Year Revenue Sharing Agreement}, the SDDA intends to share Tax Increment Revenues with the Village in a sliding scale annual amount with a three percent cost of living increases per year over Five-years, prorated yearly as follows:

**Sec. 101.1. Years of Revenue Sharing Agreements over Five Years:**

- I. For March 1, 2024 - February 29, 2025, the amount of \$55,000.00 under the assumption that the duties outlined in Article II will begin March 1, 2024 and end February 29, 2025, (hereinafter, the “Shared Revenues”).
- II. For March 1, 2025 - February 28, 2026, the amount of \$ 56,650.00 the assumption that the duties outlined in Article II will begin March 1, 2025 and end February 28, 2026, (hereinafter, the “Shared Revenues”).
- III. For March 1, 2026 - February 28, 2027, the amount of \$58,349.50 under the assumption that the duties outlined in Article II will begin March 1, 2026, and end February 28, 2027, (hereinafter, the “Shared Revenues”).
- III. For March 1, 2027 - February 28, 2028, the amount of \$60,099.99 under the assumption that the duties outlined in Article II will begin March 1, 2027, and end February 28, 2028, (hereinafter, the “Shared Revenues”).
- IV. For March 1, 2028 - February 28, 2029, the amount of \$61,902.99 under the assumption that the duties outlined in Article II will begin March 1, 2028, and end February 28, 2029, (hereinafter, the “Shared Revenues”).

**Sec. 101.2 Agreement, except:**

- I. For the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.
- II. The Village shall be responsible for completing the Fiscal Year Audits of the SDDA in the summer of 2024/2025, 2025/2026, 2026/2027, 2027/2028 and 2028/29 under the terms of this Agreement without additional consideration.
- JJ. The Village shall be responsible for managing the contract for mowing of pump track under the terms of this Agreement without additional consideration.
- KK. The Village shall be responsible for overseeing contractor repairs and replacement of Fire hydrants in the TIFD under the terms of this Agreement without additional consideration.

- LL. The Village shall be responsible for managing the contract for irrigation of Pump Tract landscaping under the terms of this Agreement without additional consideration.

**ARTICLE II  
DUTIES OF VILLAGE STAFF  
DURING TERM OF AGREEMENT**

**Section 201: Village Manager Services**

- 201.1 Manage the various contracts that the SDDA has entered into joint partnership with the Village: (May not be all inclusive).
  - a. Joint contract for mowing of Pump Track. The contract requires a minimum of 23 mows at \$200. per cut. It is recognized that if growing conditions result in requiring more than the 23 cuts that the additional cuts will be billed at \$200 per cut. The contract services provided include mowing , weed trimming and blowing off all walkways and of the pump track itself.
  - b. TextMyGov: The Village has entered into a contract with TextMyGov for a cost of Two Thousand Five Hundred (\$2,500.00) Dollars per year. The SDDA has agreed to reimburse the Village for one-half the annual cost or One Thousand Two Hundred Fifty (\$1,250.00) Dollars per year and the Village has agreed to host all SDDA projects on the TextMyGov site. This project will commence in 2024 and continue perpetually until the end of the service by the State of Michigan.

**Section 202: DPW shall provide the below listed services for the total compensation of \$26,000 per F/Y year. (May not be all inclusive).**

- Section 202.1. DPW Duties. The DPW shall for the compensation of:
  - One DPW employee at 40% of time: \$7,000
  - One DPW employee at 20% of time: \$3,000
  - One DPW employee at 5% of time: \$2,000
  - One DPW employee at 5% of time:\$2,000
- 202.2. Wood Street Parking Lots and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot. Compensation of \$1,000.
- 202.2 Minix Parking Lot and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this

Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot. Compensation \$1,000.

202.3 Parking lot East of Eaton Community bank. Said Parking Lot and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot. Compensation \$1,000.

202.4 Veteran's Park – Manage Contract for regular lawn mowing of the pump tract, Maintenance of storm drainage system [regular snow removal, replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance].

202.5 Weekly Emptying of trash receptacles in downtown district. Compensation \$1,500.

202.6 Bridge and Surrounding Sidewalk Maintenance - the DPW shall plow the snow and salt when appropriate on both the pedestrian walk wherever the SDDA is required under written easements to do so. The DPW shall maintain the bridge and the surrounding sidewalk areas, including any required sealing/staining, replacement of rotted or deteriorating bridge walkway planking, plantings, light or electric maintenance, repairs, or general maintenance. Compensation \$4,000 this amount is offered to allow the village to build a fund for preventive maintenance activities of bridge to extend bridge longevity.

202.7 Downtown Flowers watering of decorative flowers (Purchased and installed by the SDDA, Stores SDDA flowerpots during the winter and distributes them in the spring and removes them in the fall for storage.in the Downtown District.; and Compensation of \$500.

202.8 Mowing around Lagoons \$3,000

**Section 203:** **Cost reimbursement** for purchase of general supplies and materials necessary to carry out the maintenance necessary to complete all items herein (the below identified supplies list is not intended to be all encompassing ) **For the compensation of \$3,000 per F/Y year.**

- 1) Salt for the sidewalks.
- 2) Light bulbs for the lights no extra charge
- 3) Gasoline for the lawn mowers, 10 to 15 gallons a week.
- 4) Repair parts for lawn mower. are covered by this agreement with no additional compensation.
- 5) Repair parts for Salt spreader if it breaks when salting SDDA property, are covered by this agreement with no additional compensation.
- 6) Repair parts for frontend loader / backhoe if it breaks when being used on SDDA property. etc. are covered by this agreement with no additional compensation.

**Section 204: Clerk Services. Compensation of \$21,000 per F/Y year (equates to approximately 25% of Clerk hours per week). (May not be all inclusive).**

204.1 The SDDA shall compensate the Village for utilizing approximately 25 percent of the Village Clerks time. (This agreement this time requires the Village to track all Clerk hours. Failure to do so will result in at end of Fiscal year amount of compensation being reduced by 10 %).

204.2 Clerk services including, but not limited to:

- a. Posting and Handling of all Open Meeting Act compliance issues.
- b. Handles all SDDA: FOIA requests.
- c. Display meeting agendas and public hearing notices as required by the Open Meeting act and also with the specific requirements of the Recodified Tax Increment Financing act 57 of 2018 in prominent public places within the Village in addition to the outside of the village office.
- d. Set up SDDA meeting room.
- e. Assist the SDDA in preparing the monthly meeting packets, including payables (invoices), receivables, correspondence, etc.
- f. Collates, prints and distributes multiple meeting packets.
- g. Answers the telephone takes messages, transfers telephone calls to the SDDA personnel if they are present in the office, sends, receive and responds to emails and text messages from SDDA Directors, SDDA Chair, from the public and other taxing authorities.
- h. Collects and sends all SDDA mail, opens the mail, keep the originals of the mail with the Village records and provides the SDDA with a copy of the mail, all in a timely manner.
- i. The Clerk is the official record keeper of all SDDA documents as stipulated by ordinance.
  - i.1. The Clerk shall preserve a record of the public hearings, including all data presented thereat for the minimum amount of time that records must be kept satisfying administrative, legal i.e... for the

duration of time stipulated in the following record retention schedules: The General retention schedule #31 Local Government Financial Records, Retention and Disposal Schedules Michigan law (MCL 399.811 and 750.491), Village retention schedule approved on September 03,2002 at regular scheduled Village Council meeting and record retention requirements of act 57 of 2018 that satisfy fiscal and historical needs.

- i.2. The village shall maintain the records described in subsection in a physical location within the municipality that is open to the public.
- i.3. The clerk shall also provide timely access to those records to SDDA members and employees during normal office hours.

#### 204.3. Financials

- a. Although the Village Treasure is responsible for maintaining SDDA Financial records in compliance with State and Federal Government accounting statues. Act 57 of 2018 imposes additional accounting record keeping requirements. The Village Clerk is ultimately responsible for assuring compliance of said laws and acts.

#### 204.4. The Village Clerk shall:

##### 1. Monthly

- a) Post on the SDDA web site Agendas and meeting packet of all board meetings.
- b) Post on the SDDA web site. Unapproved minutes of all meetings shall be posted on SDDA web site .
- c) Post on the SDDA web site approved minutes with instruction to internet site manger to replace unapproved minutes with the approved.
- d) Perform a monthly review of documents required to be on internet site are actually on the site after being assured by internet site manager that they have been posted.
- e) Update current authority staff contact information as required due to directors changing duties and leaving or joining the SDDA.

#### **Section 205: Clerk additional Specialized knowledge and duties related to fulfilling the imposed requirements of the Recodified tax increment financing act 57 of 2018.**

##### 205.1. Annually

- i. Perform an audit to confirm that the below items are current and available to the public for inspection. (The SDDA authority has 180 days after the end of our fiscal year to complete the below listed tasks
- ii. Annual budget, including encumbered and unencumbered fund balances.
- iii. The Currently adopted Plan Amendment, if not included in a tax increment financing plan.
- iv. The currently adopted tax increment finance plan, if currently capturing tax increment revenues.



- v. A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority
- vi. Assure that an updated annual synopsis of activities of the authority. An updated synopsis of the activities of the authority includes all task listed in Act 57 of 2018 125.490 125.4910 Website requirements Sec. 910. (1) (h) if any.
- vii. The above record retention requirements above in addition to in subsection (1) are required for records and documents related to fiscal years as listed in Act 57 of 2018 125.490 125.4910.
- viii. The Village shall be responsible for completing the Fiscal Year Audits of the SDDA in the summer of 2024/2025, 2025/2026, 2026/2027, 2027/2028 and 2028/29 under the terms of this Agreement without additional consideration.
- ix. Informational Meetings.
  - a. Remind the SDDA board that they are required to hold not fewer than informational meetings every Calendar year (not Fiscal Year).
  - b. The clerk shall post notice of the (once dates are established) informational meeting on the SDDA website not less than 14 days before the date of the informational meeting.
  - c. The Clerk shall mail notice of the informational meeting (once dates are established) to the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act.
  - d. As an alternative to mailing notice of the informational meeting, the board of the authority may notify the clerk of the governing body of each taxing jurisdiction levying taxes that are subject to capture by an authority under this act by electronic mail.
  - e. Recommend to the SDDA board to hold the required informational meeting in conjunction with other public meetings of the authority or municipality.
- vi. On a form and in the manner prescribed by the department of treasury, shall submit to the Village Council and to the five other governing bodies of the taxing unit levying taxes subject to capture by the SDDA and to the department of treasury a report on the status of the tax increment financing account. The report shall include all information specified by section Sec. 911.(1)

**Section 206: Treasurer Services. Compensation of \$5,000 per F/Y year (equates to approximately 25% of Treasurer hours per week). (May not be all inclusive).**

206.1. The Village Treasurer shall provide the SDDA with the following services. It is estimated that the SDDA activities requires approximately 15% of Treasures time . (This agreement this time requires the Village to track all Treasure hours. Failure to do so will result in at end of Fiscal year amount of compensation being reduced by 10 %.).

- a. Pay bills within 14 days of receiving from Clerk having been duly authorized the SDDA Chair / Co-Chair.

- b. Provide Status of bills paid account balance showing deposits.
- c. Provide financial report that can be posted on the internet each month within 5 days prior to regular scheduled meetings with meeting packet.
- d. Provide quarterly report from Township detailing moneys received and provide an annual report that shows all moneys sent to SDDA from the Township.
- e. The Village shall be responsible for completing the 2024 – 2025, 2025 – 2026 and 2026- 2027, 2027-2028, and the 2028-2029 Fiscal Year Audits of the SDDA in the summer of 2025, 2026, 2027, 2028 and lastly 2029 under the terms of this Agreement without additional consideration. Includes annual cost assisting the preparing and submitting of state financial report required by act 57 of 2018.
- f. Input bills payable.
- g. Prepare monthly treasurer reports.
- h. Assist, as needed, in preparation of budget.
- i. Prepare accounts payable list 5 days prior monthly meetings.
- j. Issue all checks for signature by SDDA check signers or by the Village Clerk.
- k. Reconcile any and all checking accounts.
- l. Help in dealing with other taxing jurisdictions to ensure the correct amount is captured from each jurisdiction.
- m. Assist with audit and'.
- n. Provide CPA services if required related to submitting state required financial report required by act 57 of 2018.
- n. Provide the SDDA with any other treasurer services consistent with the spirit of his Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.

**Section 207: Village shall provide Office Services/Supplies/ Filling of SDDA records as required by record retention schedule .**

**207.1. Office Services For the compensation of \$600 per F/Y.) (List may not be all inclusive).**

- i. Provide standard postage, as necessary.
- ii. Cost of certified mailings.
- iii. Cover cost of Monthly unapproved and approved minutes being put in newspaper. If legally required I estimate each posting in a newspaper cost approximately \$200.00. Compensation of \$1,200 per year.
- iv. Provide standard office supplies not limited to: Copy paper, folders, and Binders.
- v. Use of copy machine printing both black and white and or color copies for in-house and other publications
  - a. Copying cost per sheet \$.04. total \$115.20 a year.  
Paper \$45.00 for 4000 sheets. We average about 20 sheets per meeting packet x 12 meetings a year as a minimum, equates to minimum of 2,880 sheets per year. Not taking into consideration plan amendment usage of paper and coping services.

vi. Labor cost for distributing meeting agenda throughout the village

207.2. The SDDA will compensate the Village for the first year only and an additional \$2,000 above the first-year agreement amount to properly file a backlog of SDDA records.

**Section 208: The Village shall provide SDDA Office Space. (For the compensation of \$2,400 per F/Y. Equates to \$200.00 a month)**

208.1. The Village shall provide the SDDA with office space (If available) and the use of the Village: Internet service, meeting room sound and video equipment, use of meeting hall when not booked for other activities, including use of the office equipment, computers, postage meter, etc. This shall include the Village providing the SDDA with a new computer. If the SDDA hires a Director or Accountant that is bonded access will be granted to all SDDA applicable software including accounting software used by the Village.

**Section 209: From time to time the SDDA may decide to amend the most recent Plan Amendment. (For the Compensation of \$4,200 the Village shall assist the SDDA in creating a new plan amendment). Note The Village will only be compensated the \$4,200 if the SDDA decides to amend the latest plan amendment. The \$4,200 is not included in the yearly amount. The \$4,200 shall be paid to the Village separately in addition to the annual agreed upon compensation for Village F/Y services rendered.**

209.1. The amending of an existing plan imposes a significant strain on financial and human resources of the Village. The specific Village resources impacted are listed below but may not be all inclusive.

- a. Village President \$0
- b. Village Manager \$500
- c. Village Council \$0
- d. Clerk labor \$2,000
- e. Treasurer labor. \$300
- f. Preparing 196 address labels, affixing address labels to envelopes, folding public hearing notices, inserting notices into envelopes, sealing of envelopes and affixing of postage to a minimum the 196 envelopes.\$300
- g. Labor for identifying and posting the public hearing notice in a minimum of 20 different locations in the downtown district. \$200.00
- h. Cost of \$1,000 for publication of public hearing notice 2 times in a newspaper of local circulation i.e. Lansing State Journal and Stockbridge Community News (Cost unknown estimate \$500.00).
- i. Cost of first-class mail postage for mailing (196 at .68 each \$200 public hearing notices to all property taxpayers of record within the development area.
- j. The cost for Certified mailing of letter to all 6 Taxing Jurisdictions is approximately \$200.

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Total \$4,200.

**209.2. Clerk with the assistance of the:** (SDDA Chair, SDDA Attorney, one of the SDDA Board of Directors or in the event of the SDDA hires a SDDA Director) prepares a new draft plan amendment for a public hearing in compliance with paragraph 125.4818 of the Recodified Tax Increment Financing act 57 of 2018.

- a. Sec. 818. (1) The governing body, before adoption of an ordinance approving a development plan or tax increment financing plan, shall hold a public hearing on the development plan.
  - a.1. Notice of the time and place of the hearing shall be given by publication twice in a newspaper of general circulation designated by the municipality, the first of which shall be not less than 20 days before the date set for the hearing.
  - a.2. Notice of the hearing shall be posted in at least 20 conspicuous and public places in the development area not less than 20 days before the hearing.
  - a.3. Notice shall also be mailed to all property taxpayers of record in the development area and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the tax increment financing plan is approved not less than 20 days before the hearing.
- b. Notice of the time and place of hearing on a development plan shall contain all of the following:
  1. A description of the proposed development area in relation to highways, streets, streams, or otherwise.
    - i. A statement that maps, plats, and a description of the development plan, including the method of relocating families and individuals who may be displaced from the area, if any, are available for public inspection at a place designated in the notice.
    - ii. A statement that all aspects of the development plan will be open for discussion at the public hearing.
    - iii. Other information that the governing body considers appropriate.
    - iv. At the time set for the hearing, the governing body shall provide an opportunity for interested persons to speak and shall receive and consider communications in writing. The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for consideration of documentary evidence pertinent to the development plan.
    - v. The governing body shall make and preserve a record of the public hearing, including all data presented at the hearing.

**209.3.** Provide the SDDA with any other clerk services consistent with the spirit of this Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.

**Section 210: Police Coverage**

210.1. Police - the cost of extra police presence and overtime for SDDA activities and events; are covered by this agreement with no additional compensation.

**Section 211: Utilities: (For the Compensation of \$500.00)**

211.1. The SDDA will reimburse the Village for the amount of \$500 for the cost of water used for irrigation purposes related to Pump Track grounds maintenance.

211.2. The Village shall pay the utilities for all lights in the TIF District regardless of whether the SDDA installed the lights or previously paid the electrical bill on the lights.

211.3. Utilities and Space Catch All Clause - any other utilities or space costs that might be otherwise be billed to the SDDA shall be covered by the Village to ensure that the SDDA is not billed for any other utilities or use of space, except for the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.

**Section 212: Staff “ Catch All” Clause** – any duties that might be assigned to the staff to ensure that the SDDA is not Billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.

**Section 213: The Tax Increment revenues retained by the SDDA shall be the Balance of the Tax Increment Revenues not shared with the Village pursuant to this revenue Sharing Agreement.**

**Section 214: Agreement Shall Not Impair of Existing Obligations.** The parties agree that nothing contained in this Agreement, or any amendment to this Agreement, shall prevent or impair the SDDA from fulfilling its primary obligation to meet its payment requirements on the debt service on, and, if necessary, maintain a debt service reserve fund for the obligations issued by the SDDA, outstanding as of the date of this Agreement, for which the SDDA has agreed to meet its payment requirements on the debt service.

**Section 215: Termination of the Agreement :** This Agreement shall terminate February 28, 2029, except as provided in paragraph

**Section 216: Excerpt:**

- a. For the actual hours and benefits for any administrative assistance hired by the SDDA but ran through the Village payroll system.
- b. The Village shall be responsible for completing the 2024 – 2025, 2025 – 2026, 2026- 2027, 2027-2028, and the 2028-2029 Fiscal Year Audits of the SDDA in the summer of 2025, 2026, 2027, 2028 and lastly 2029 under the terms of this Agreement without additional consideration. Includes annual cost assisting the preparing and submitting of state financial report required by act 57 of 2018.

**Section 300:** **Entire Agreement:** This agreement shall constitute the entire agreement between the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

**Section 400:** **Governing Law.** Each and every term, provision, and condition of this Agreement shall be governed and construed in all respects, whether as to matters of validity, capacity, performance, or otherwise, in accordance with the laws of the State of Michigan.

**Section 500:** **Severability.** Each term, condition, and provision of this Agreement is severable; and if any term, condition, or provision shall be determined to be illegal, invalid, and/or unenforceable, for any reason whatsoever, this agreement shall thereafter be read, construed, and enforced as though such illegal, invalid, and/or unenforceable term, condition, or provision were not included herein.

**Section 600:** **Captions.** All captions or headings preceding the text of separate paragraphs of this Agreement are solely for reference purposes and shall not affect the meaning, construction, interpretation, or effect of the text.

**Section 700:** **Notices.** All notices required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to another, shall be effective only if the same shall be in writing and shall be either personally served or sent by facsimile, U.S. mail, or air courier service with postage prepaid, to such party at its address as set forth herein to the attention of the person whose title is set forth below. Any such notice given by mail or air courier shall be deemed effective upon two (2) days following the date the same shall have been deposited in the United States mail or with the air courier service.  
SDDA:

**Section 800.** **Counterparts.** This Agreement may be signed in any number of counterparts.

Motion made by Howlett supported by Cattell to approve SDDA Revenue Sharing Agreement with the Village of Stockbridge spanned March 1, 2024, to February 28, 2029.

Roll Call:

Aye- Village President Jill Ogden  
Trustee- Mellisa Powers – Taylor  
Trustee - Kim Morehouse. T  
Trustee- Richard Mullins.  
Trustee-Molly Howlett.  
Pro - Tem. Frederick Cattell  
Trustee -Myranda Fairbotham

Nays: None

Absent: None

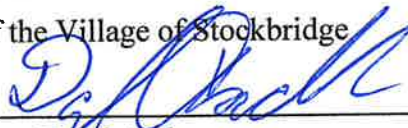
Motion Passed

Five Year Revenue sharing agreement spanning Fical years March 01, 2024, to February 28, 2029 adopted is hereby adopted at the August 05, 2024 Regular Village Council meeting.

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement as of the day and year set forth immediately beneath their respective signatures.

**DOWNTOWN DEVELOPMENT AUTHORITY**

of the Village of Stockbridge

By:   
Daryl Anderson

Its: Chairperson

Date of Execution: 8-7-2024

**VILLAGE OF STOCKBRIDGE**


By:   
Jill Ogden

Its: President

Date of Execution: 8-7-2024

### CLERK'S CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of the Revenue Sharing Agreement Spanning the Fiscal years of March 01, 2024 to Febury28, 2029 adopted by the Village Council of the Village of Stockbridge, County of Ingham, State of Michigan, at a Regular meeting held on the 05 day of August, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the *Open Meetings Act, being Act 267, Public Acts of Michigan, 1976*, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.



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Heather Armstrong  
Village Clerk  
Village of Stockbridge  
305 W. Elizabeth Street, Room 107  
Stockbridge, MI 49285  
517.851.7435 (Office)  
Email: [clerk@vosmi.org](mailto:clerk@vosmi.org)

Drafted by.

Village of Stockbridge  
Village President / Village Manager  
Jill Ogden

Downtown Development Authority of Village of Stockbridge  
SDDA Chairperson: Daryl Anderson

Reviewed by: John L. Gormley  
Attorney for the Village of Stockbridge DDA  
Post Office Box 935  
Fowlerville, Michigan 48836  
(517) 223-3758