



Village of Stockbridge
Village Clerk
Timothy Matthew Sadowski
134 East Main Street, P.O. Box 155, Stockbridge, MI 49285-0155
Office (517) 851-7435 Fax (517) 772-6222
Email: tsadowski@vil.stockbridge.mi.us

TIMELINE OF TAX INCREMENT FINANCING PLAN
2008 & 2009 AMENDMENT

1. January 17, 2008
 - SDDA adopts Resolution No S08-01-02 approving the 2008 Plan Amendment and submitting it to the Village Council for approval.
2. February 4, 2008
 - Village Council set Public Hearing on March 3, 2008 at 7:30 pm for 2008 Plan Amendment.
3. February 19, 2008
 - Public Hearing published in Sun Times News for March 3, 2008.
4. February 21, 2008
 - Public Hearing published in Sun Times News March 3, 2008.
5. February 26, 2008
 - Public Hearing published in Sun Times News March 3, 2008.
6. March 3, 2008
 - Village Council held Public Hearing. Reason for Plan Amendment change is to purchase the Herbert Street property at \$55,000 (Minix Printing Building).
7. February 2, 2009
 - Village Council set Public Hearing on March 2, 2009 at 7:15 pm for 2009 Plan Amendment.
8. February 17, 2009
 - Public Hearing published in Sun Times News for March 2, 2009.
9. February 23, 2009
 - SDDA adopts Resolution No S09-02-1 approving the 2009 Plan Amendment and submitting it to the Village Council for approval (revision eliminated metal bridge and township elevator).
10. March 2, 2009
 - Village Council canceled Public Hearing.
11. March 10, 2009
 - Public Hearing published in Sun Times News for April 1, 2009.
12. March 11, 2009
 - Village Council held Special Meeting to discuss the SDDA Plan Amendment.
13. March 24, 2009
 - Public Hearing published in the Sun Times News for April 1, 2009.
14. April 1, 2009
 - Village Council held Public Hearing at 7:30 pm.
 - Village Council adopts Ordinance No 09-04-1 adopting the 2009 SDDA Plan Amendment (incorporates 2008 SDDA Plan Amendment by reference).
15. April 29, 2009
 - Ordinance No 09-04-1 published in the Sun Times News.

Sincerely,

Timothy Matthew Sadowski
Village Clerk

RESOLUTION NO. 508-01-2

VILLAGE OF STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY
(Enacted January 17, 2008)

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE
VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY'S
DEVELOPMENT PLAN PURSUANT TO THE PROVISIONS OF ACT 197
PUBLIC ACTS OF MICHIGAN OF 1975, AS AMENDED**

WHEREAS, the Village of Stockbridge ("Village") created the Stockbridge Downtown Development Authority ("SDDA") by Ordinance in the mid-1980s and charged it with its statutory responsibility for developing and implementing a Development Plan.

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan ("Plan") in the mid-1980's, which was forwarded to the Village and subsequently approved by Ordinance, pursuant to the provisions of Act 197 of the Public Acts of Michigan of 1975, as amended (the "Act"); and

WHEREAS, the SDDA and the Village have amended the Tax Increment Finance Plan and/or the Development Plan on several occasions since its initial adoption to include, among other things, new development plans and to expand the tax increment finance district; and

WHEREAS, the SDDA determined in 2008 that the Tax Increment Finance Plan and Development Plan required additional amendments to incorporate into it additional information regarding the cost and scope of the work on the new municipal parking lot at 121 Herbert Street.

IT IS THEREFORE RESOLVED that the *SDDA 2008 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects* is approved by the SDDA and it is submitted to the Village of Stockbridge for Approval, in accordance with the Act.

Moved By: Scott Spadafore

Seconded By: Jody Leatherberry

Adopted at a Regular Meeting of the Village of Downtown Development Authority held on the 17th day of January, 2008.

YEAS: A. Howard, D. Mills, M. Severson, J. Leatherberry, S. Spadafore, Dr. Hule

NAYS: Ø

ABSENT: T. Lovachis, R. Mackinder

Village of Stockbridge Downtown Development
Authority

By: Dr. Anne Hale, DVM
Its: Chairperson

CERTIFICATION

I certify that the above is a true and complete copy of Resolution No. 508-01-2 adopted by the Village of Stockbridge Downtown Development Authority at a Regular Meeting held on the 17th of January, 2008.

Village of Stockbridge Downtown Development
Authority

By: Thomas Lovachis
Its: Secretary

Drafted by:
John L. Gormley (P53539)
Attorney for the Village of Stockbridge Downtown Development Authority
Gormley and Johnson Law Offices, PLC,
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
517.223.3758

G:\clients\Municipalities\Stockbridge DDA\Plan Amendment\2008 Plan Amendment\Resolution1.wpd\



VILLAGE OF STOCKBRIDGE
Village Council Regular Meeting
Stockbridge Township Board Room
Monday, February 4, 2008 - 7:00 p.m.
Minutes

7:00 p.m. CALL TO ORDER by President Russell Mackinder

ROLL CALL: Present – President Mackinder; Trustees Karen Kirk, Richard Mullins, Stan Daily, Joe Pena, Anne Mocerri, Jerry Kunzelman; **Absent** – None; others present – Clerk Linda Dancer, Treasurer Elizabeth Flynn, DPW Supervisor Shane Batdorff, Employees Steve Crandall and Ridge Owen and other interested citizens.

- **PLEDGE OF ALLEGIANCE**
- **APPROVAL OF AGENDA** – **Motion** Karen Kirk, **support** Richard Mullins to accept the agenda as amended – discussion; **verbal motion carries.**

MEETING MINUTES – **Motion** Karen Kirk, **support** Jerry Kunzelman to approve minutes of January 7, 2008 as presented – **verbal motion carries.**

PUBLIC COMMENT –

- **Elizabeth Flynn** – Concerns to employee benefit adjustments
- **Michael King** – Support for Dan Dancer
- **Dr. Anne Hale** – Support for Dan Dancer
- **Tom Ford** – Support for Dan Dancer
- **Kim Batdorff** – Concerns to employee benefit adjustments

FINANCIAL REPORTS:

- **Treasurer's Report** – Accept January 2008 Report as presented.
- **Invoices** – **Motion** Karen Kirk, **support** Richard Mullins to pay invoices in the amount of \$53,447.40; discussion – verbal **motion carries.**

CONSENT AGENDA:

Motion Karen Kirk, **support** Richard Mullins to approve Consent Agenda as presented – discussion; **verbal motion carries.**

COMMUNICATIONS –

- **Foster, Swift, Collins & Smith P.C.** – Informational letter

OLD BUSINESS:

- a) **08-02-1 Village Manager Ordinance** – **Motion** Russell Mackinder, **support** Karen Kirk to adopt Village Manager Ordinance 08-02-1 – discussion; **motion withdrawn and tabled to the March meeting.**

Page 2
 Regular Meeting Minutes
 February 4, 2008

- b) **Resolution 08-02-1 Amending FY 2007-2008 Budget – Motion** Karen Kirk, **support** Anne Mocerri to adopt Resolution 08-02-1 FY Budget 2007-2008 as amended– discussion; **Roll Call Vote: Yeas** – Karen Kirk, Richard Mullins, Stan Daily, Joe Pena, Anne Mocerri, Jerry Kunzelman, and Russell Mackinder; **Nays** – None; **Absent** – None. **Roll Call Vote carries 7-0.**
- c) **Interim Manager– Motion** Russell Mackinder, **support** Karen Kirk to hire Daniel Dancer according to the terms of his proposal as the Village Interim Manager – discussion; **Roll Call Vote: Yeas** – Richard Mullins, Stan Daily, Joe Pena, Anne Mocerri, Jerry Kunzelman, Karen Kirk and Russell Mackinder; **Nays** – None; **Absent** – None. **Roll Call Vote carries 7-0.**

8:00 p.m. **Motion** Russell Mackinder, support Karen Kirk to recess for 10 minutes; **verbal motion carries.** 8:17 p.m. meeting resumes


NEW BUSINESS:

- a) **Public Hearing for 2008-2009 Budget** scheduled for Monday, March 3, 2008 at 7:00 p.m.
- b) **Public Hearing for SDDA 2008 Development Plan Amendment** scheduled for Monday, March 3, 2008 at 7:30 p.m. for the purchase of the Herbert Street property.
- c) **Employee Manual Updates – Motion** Karen Kirk, **support** Anne Mocerri to accept changes to employee manual as proposed – discussion; **verbal motion carries.**
- d) **Healthy Blue Living** – Tabled.
- e) **08-02-2 Resolution SDDA FY 2008-2009 Budget – Motion** Karen Kirk, **support** Richard Mullins to adopt Resolution 08-02-2 Adopting the SDDA 2008-2009 FY Budget as proposed - discussion; **Roll Call Vote: Yeas** – Stan Daily, Joe Pena, Anne Mocerri, Jerry Kunzelman, Karen Kirk, Richard Mullins, Russell Mackinder; **Nays** – None; **Absent** – None. **Verbal Motion Carries 7-0.**
- f) **08-02-3 Resolution for Officers Compensation – Motion** Russell Mackinder, **support** Stan Daily – discussion; **Roll Call Vote: Yeas** – Joe Pena, Anne Mocerri, Jerry Kunzelman, Stan Daily, Russell Mackinder; **Nays** – Karen Kirk, Richard Mullins – **Absent** – None. **Roll Call Carries 5-2.**
- g) **Citizen on Committee – Motion** Jerry Kunzelman, **support** Stan Daily to appoint Sam Mocerri to sit on the Ordinance Committee; discussion; **verbal motion carries.**

PUBLIC COMMENT:

Suzy Greenway – All Club's Day is scheduled for September 21, 2008

ADJOURN: Motion Karen Kirk, **support** Anne Mocerri to adjourn; **verbal motion carries.**
 Meeting adjourned 8:55 p.m.


 Linda Dancer, Clerk

8002-12-2

**PUBLIC HEARING
STOCKBRIDGE VILLAGE COUNCIL**

Has called a Public Hearing for the review and approval of the 2008-2009 Fiscal budgets.

The Public Hearing will be at 7:00pm as part of the REGULAR MEETING March 3, 2008. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285.

Meeting Place: Village Township Board Room 125 South Clinton St Stockbridge, MI 49285; Village Phone 517-851-7435

LINDA DANCER, Village Clerk

**PUBLIC HEARING
STOCKBRIDGE VILLAGE COUNCIL**

Has called a Public Hearing for the review and approval of the SDDA 2008 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30pm as part of the REGULAR MEETING March 3, 2008. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285. A copy of the plan is available at the Village Office for review.

Meeting Place: Village Township Board Room 125 South Clinton St Stockbridge, MI 49285; Village Phone 517-851-7435

LINDA DANCER, Village Clerk

8002-61-2

**PUBLIC HEARING
STOCKBRIDGE VILLAGE COUNCIL**

Has called a Public Hearing for the review and approval of the 2008-2009 Fiscal budgets.

The Public Hearing will be at 7:00pm as part of the REGULAR MEETING March 3, 2008. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285.

Meeting Place: Village Township Board Room 125 South Clinton St Stockbridge, MI 49285; Village Phone 517-851-7435

LINDA DANCER, Village Clerk

**PUBLIC HEARING
STOCKBRIDGE VILLAGE COUNCIL**

Has called a Public Hearing for the review and approval of the SDDA 2008 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30pm as part of the REGULAR MEETING March 3, 2008. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285. A copy of the plan is available at the Village Office for review.

Meeting Place: Village Township Board Room 125 South Clinton St Stockbridge, MI 49285; Village Phone 517-851-7435

LINDA DANCER, Village Clerk

**STOCKBRIDGE VILLAGE COUNCIL
PUBLIC HEARING**

Has called a Public Hearing for the review and approval of the SDDA 2008 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30pm as part of the REGULAR MEETING March 3, 2008. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285. A copy of the plan is available at the Village Office for review.

Meeting Place: Village Township Board Room 125 South Clinton St Stockbridge, MI 49285; Village Phone 517-851-7435

LINDA DANCER, Village Clerk

102-26-2008



**Stockbridge Village Council
Stockbridge Township Board Room
Regular Meeting
Monday, March 3, 2008
7:00 pm
Minutes**

7:00 p.m. CALL TO ORDER by President Russell Mackinder

ROLL CALL: Present - President Russell Mackinder; Trustees Karen Kirk, Richard Mullins, Anne Mocerri, Jerry Kunzelman; **Absent** - Trustee Stan Daily, Joe Pena; Also present Clerk Linda Dancer, Interim Village Manager Daniel Dancer and other interested citizens

PLEDGE OF ALLEGIANCE

AGENDA:

- **Motion** Jerry Kunzelman, **support** Karen Kirk to approve agenda as amended-discussion; verbal motion carried.

7:05 p.m. OPEN PUBLIC HEARING 2008-2009 BUDGET – No Public Comment

7:05 p.m. Close Public Hearing

NEW BUSINESS:

12. a) Resolution 08-03-1 – Motion Karen Kirk, **support** Richard Mullins to adopt **Resolution 08-03-1 Village of Stockbridge Annual Budgets for the Fiscal Year 2008-2009** – discussion; **Roll Call: Yeas** – Karen Kirk, Richard Mullins, Anne Mocerri, Jerry Kunzelman, Russell Mackinder ; **Nays** – None; **Absent** – Stan Daily, Joe Pena. **Roll Call carries 5-0.**

MINUTES:

- **Motion** Jerry Kunzelman, **support** Anne Mocerri to approve regular meeting minutes of February 4, 2008 as written-discussion; **verbal motion carried.**

PUBLIC COMMENT:

- **Suzi Greenway – All Clubs Day:** Updates for All Clubs Day scheduled September 21, 2008; and Request for the Town Hall Players to use Veteran's Park June 19-22 for Shakespeare production of "A Midsummer Night's Dream".
- **Doug Mills** – Congratulate council on moving forward and hiring Dan Dancer. Need direction on how to proceed with re-zoning property

Page 2
 Regular Meeting Minutes
 March 3, 2008

FINANCIAL REPORTS:

- **Treasurer Report** – Addressed earlier with adoption of budget.
- **Invoices - Motion** Karen Kirk, **support** Anne Mocerri to pay invoices in the amount of \$36,150.25 – discussion; **verbal motion carried.**

CONSENT AGENDA: Motion Karen Kirk, **support** Richard Mullins to approve the consent agenda minus the DPW Report – **verbal motion carries.**

DPW Report – Discussion – need to improve on the detailed monthly report.

ZBA – No business

8:45 p.m. **Motion** Jerry Kunzelman, **support** Karen Kirk to recess for 10 minutes; **verbal motion carries.** Resume 8:55 p.m.

Open Public Hearing SDDA Plan Amendment– Dr. Anne Hale: Reason for plan amendment change is to purchase the Herbert Street property at \$55,000 (Minix Printing Building). SME has completed Phase I and beginning Phase II.
Close public hearing 8:00 p.m.

OLD BUSINESS:

- Employee Health Benefits** – Met with Jon Fillmore and the Executive Committee and reviewed and discussed 3 plans; the current BCBS plan with increases, Healthy Living and HSA programs. Recommendation from committee is to go with HSA account. Committee also recommends adding this process to the Manager to work on before the budgets. Village will pre-fill employee accounts with \$1,000 with employee responsible for the remaining \$1,500 for deductible. HSA money goes into account and will roll over into the next year.

Motion Russell Mackinder, **support** Karen Kirk to accept the recommendation of the Executive Committee and approve a HSA plan for employees of the Village – discussion; **verbal motion carries.** New Insurance will become effective 4-1-2008

Page 3
 Regular Meeting Minutes
 March 3, 2008

- b) **Employee Manual Amendments- Motion** Karen Kirk, **support** Richard Mullins move to accept the changes to the employee manual as presented by Dan Dancer - discussion; **verbal motion carries.**

NEW BUSINESS:

- b) **Resolution 08-03-02 - Motion** Karen Kirk, **support** Anne Mocerri to adopt **03-08-2 Establishing Rates, Charges and Administrative Policies** - discussion; **Roll Call - Yeas:** Anne Mocerri, Jerry Kunzelman, Karen Kirk, Richard Mullins, Russell Mackinder; **Nays - None; Absent - Stan Daily, Joe Pena. Roll Call carries 5-0.**
- c) **Resolution 03-08-3 - Motion** Karen Kirk, **support** Richard Mullins to adopt **Resolution 03-08-3 to Retain Legal Counsel** - discussion; **Roll Call: Yeas -** Jerry Kunzelman, Karen Kirk, Richard Mullins, Anne Mocerri, Russell Mackinder; **Nays - None; Absent - Stan Daily and Joe Pena. Roll Call carries 5-0.**
- d) **Appointment of Pro-Tem -** Russell Mackinder recommends the appointment of Jerry Kunzelman as Pro-Tem; **motion** Karen Kirk, **support** Richard Mullins to accept appointment of Jerry Kunzelman as Pro-Tem for the Village of Stockbridge - discussion; **verbal motion carries.**
- e) **Day in the Village -** Jon Fillmore representative for the Chamber of Commerce requesting permission to close Elizabeth and Center Streets. Would request Council to consider the extension of road closures from Elizabeth down to Water. Requesting approval to hold fireworks and concerts in the park June 13-14, 2008.

Council confirms tentative agreement to go ahead with street closures. Interim Manager Dancer will work with Jon Fillmore on working out issues with SAESA and residents involved during road closures.

PUBLIC COMMENT - None

MANAGERS REPORT - Reviewed

- Additional report items included letter from Broadstripe in regards to cable upgrades over the next few months;
- Teamsters Letter - will keep council updated.

8:54 p.m. ADJOURN - Motion Karen Kirk, **support** Richard Mullins to adjourn.


 Linda Dancer, Village Clerk

Page 3
 Regular Council Meeting
 February 2, 2009

- h) **Resolution 09-02-8 – Motion** Russell Mackinder, **support** Karen Kirk adopting **Resolution 09-02-8 amending the 2009 SDDA Rules of Procedure** as presented – discussion; **Roll Call Vote: Yeas** – Joe Pena, Jerry Kunzelman, Molly Howlett, Richard Mullins, Karen Kirk, Anne Mocerri, Russell Mackinder; **Nays** – None; **Absent** – None. **Roll Call carries 7-0.** (Exit Karen Kirk 8:28 p.m.)
- i) **Resolution 09-02-9 – Motion** Russell Mackinder, **support** Richard Mullins adopting **Resolution 09-02-9 Amending Garbage Rates** as presented – discussion; **Roll Call Vote: Yeas** – Molly Howlett, Richard Mullins, Anne Mocerri, Joe Pena, Russell Mackinder; **Nays** – Jerry Kunzelman; **Absent** – Karen Kirk. **Roll Call carries 5-1.**
- j) **Resolution 09-02-10 – Motion** Richard Mullins, **support** Anne Mocerri adopting **Resolution 09-02-10 Amending Mileage Rates** as presented – discussion; **Roll Call Vote: Yeas** – Molly Howlett, Richard Mullins, Anne Mocerri, Joe Pena, Jerry Kunzelman, Russell Mackinder; **Nays** – None; **Absent** – Karen Kirk. **Roll Call carries 6-0.**
- k) **Set Public Hearing – Motion** Richard Mullins, **support** Anne Mocerri to set the public hearing for Monday, March 2, 2009 at 7:15 p.m. for the SDDA Plan Amendment – discussion; **verbal motion carries.**
- l) **SDDA Appointments – Motion** Richard Mullins, **support** Joe Pena to appoint Tom Lovachis (term expires 2011), Dan Wilson, Sherrill Rodriguez, CG Lantis (terms expire 2012) – discussion; **verbal motion carries.**

10) **PUBLIC COMMENT** – None

11) **MANAGER'S REPORT** - None

12) **8:39 p.m. Closed Meeting – Motion** Russell Mackinder, **support** Richard Mullins to close the regular meeting and go into closed session for the purposes of discussion of collective bargaining – no discussion; **Roll Call Vote: Yeas** – Molly Howlett, Richard Mullins, Anne Mocerri, Joe Pena, Jerry Kunzelman, Russell Mackinder; **Nays** – None; **Absent** – Karen Kirk. **Roll Call carries 6-0.**

8:51 p.m. Motion Richard Mullins, **support** Anne Mocerri to close the closed session and reopen the regular meeting – no discussion; **verbal motion carries.**

13) **ADJOURN – Motion** Richard Mullins, **support** Jerry Kunzelman to adjourn. **Meeting adjourned 8:52 p.m.**



Linda Dancer, Village Clerk



SDDA

STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY

Special Meeting ~222 Western Avenue ~

Monday, February 23, 2009 ~ 7:00 PM

"Unapproved" Minutes

7:00 OATH OF OFFICE – Sherrill Rodriguez

7:01 CALL TO ORDER BY CHAIR KRISTINE LAUCKNER ~

- **ROLL CALL TAKEN - Present:** Chair Kristine Lauckner, Treasurer Scott Spadafore; Members Doug Mills, Dan Wilson, CG Lantis, Sherrill Rodriguez; Clerk Linda Dancer; Attorney John Gormley, other interested citizens. **Absent:** Vice-Chair Tom Lovachis, Secretary Annabell Howard, Russell Mackinder.
- **PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT ~ None

BUSINESS BEFORE SDDA ~

1. **Sidewalk Project, Scott Spadafore ~ Motion** Scott Spadafore, **support** CG Lantis to proceed with engineering - **Motion amended** Scott Spadafore, **support** CG Lantis and easement acquisition of the sidewalk contingent upon the approval of the Plan by the Village Council - **Motion amended** Scott Spadafore, **support** CG Lantis and Kristine Lauckner has the authority to proceed once council approves - discussion; **Roll Call: Yeas** – Scott Spadafore, Dan Wilson, Sherrill Rodriguez, Doug Mills, CG Lantis, Kris Lauckner; **Nays** – None; **Absent** – Russell Mackinder, Tom Lovachis, Annabell Howard. **Roll Call carries 6-0.**

(Enter Tom Lovachis 7:17 p.m.)

2. **Community Project/Treasure Hunt ~ Motion** Doug Mills, **support** CG Lantis to approve \$200 for promotion and materials to get the program started – discussion; **verbal motion carries.**
3. **2009 Plan Amendment ~ Motion** Scott Spadafore, **support** Tom Lovachis to approve the Resolution as amended – discussion; **Roll Call Vote: Yeas** – Dan Wilson, Sherrill Rodriguez, Doug Mills, CG Lantis, Tom Lovachis, Scott Spadafore, Kristine Lauckner; **Nays** – None; **Absent** – Russell Mackinder, Annabell Howard. **Roll Call Carries 7-0.**

ADJOURNMENT: Motion Scott Spadafore, **support** Dan Wilson to adjourn.
Meeting closed 7:30 p.m.

Linda Dancer, Recorder
Annabell Howard, Secretary

EXECUTIVE DIRECTORS REPORT

FEBRUARY-MARCH

SDDA PLAN AMENDMENT

- In your packet you will see a spreadsheet that I created that shows our money in/money out situation over the next 30 months. This is an updated sheet with more accurate information. It is also a reflection of what we can expect to encounter with our available cash. This spreadsheet does not make assumptions of contingencies or savings based on bids.
- With this spreadsheet, there are certain findings that need to be pointed out. **I WILL EXPLAIN THESE IN BETTER DETAIL AT THE UPCOMING MEETING.**
 - We cannot afford a metal bridge
 - We cannot afford the Township Elevator
 - We will need a loan in November '09 to keep us in the black
 - We will be able to pay back the loan in Oct '10

SUMMER EVENTS

- Met with Chamber and interested participants to work on Summer Event Calendar. Summer events will be held on the following dates:
 - May 3: Spring All Clubs Ride
 - May 31: BMW Showcase and Ride
 - June 19-20: A Day in the Village
 - July 18: Summertime on the Square: "Blues & BBQ"
 - *August 1: Summertime on the Square: Bikes
 - *August 22-23: Summertime on the Square: "All Star" Sport Days
 - September 19: Summertime on the Square: Bikes
 - September 20: All Clubs Day
- Currently there is \$16,500 dedicated to Community Promotions in our approved budget.

- **NOTE: I would like to divide this between these events (with \$4,000 going to A Day in the Village) so that the organizers can have an operating budget for these events.**
- **NOTE: Each event would have to have an operating budget and show invoices/ receipts to receive payments.**
- There is an effort to raise sponsorships to supplement these events.

WOOD STREET PARKING LOT

- We would transfer the deed to the Wood Street Parking Lot to the Village of Stockbridge. This is primarily so that the Village can police, ticket and monitor the parking lot in its full capacity.
- The Parking lot is already insured by the Village and this would make an easy transition.
 - **NOTE: Please consider approving the transfer of ownership of the Wood Street Parking lot to the Village of Stockbridge.**

SDDA EDUCATIONAL FLIER

- Attached you have a Rough Draft of an educational flier that could be used to inform people about the functions of the DDA.



SDDA

RESOLUTION NO. S09-02-1

VILLAGE OF STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY
(Enacted February 23, 2009)

**A RESOLUTION TO APPROVE A REVISED 2009 AMENDMENT TO THE
VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT
AUTHORITY'S DEVELOPMENT PLAN, PURSUANT TO THE PROVISIONS
OF ACT 197
PUBLIC ACTS OF MICHIGAN OF 1975, AS AMENDED**

WHEREAS, the Village of Stockbridge ("Village") created the Stockbridge Downtown Development Authority ("SDDA") by Ordinance in the mid-1980's, and charged it with its statutory responsibility for developing and implementing a Development Plan.

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan ("Plan") in the mid-1980's, which was forwarded to the Village and subsequently approved by Ordinance, pursuant to the provisions of Act 197 of the *Public Acts of Michigan of 1975*, as amended (the "Act"); and

WHEREAS, the SDDA and the Village have amended the Tax Increment Finance Plan and/or the Development Plan on several occasions since its initial adoption to include, among other things, new development plans and to expand the tax increment finance district; and

WHEREAS, the SDDA determined in 2009 that the Tax Increment Finance Plan and Development Plan required additional amendments to incorporate additional information into it regarding:

- Sidewalk Project the cost and scope of the work on Phase I of the sidewalk project along the east side of South Clinton Street (M-52), between the northeast corner of Center Street and the north entrance of 1001 South Clinton Street (Ransom's Grocery Store);

and

- Minix Building Parking Lot the SDDA purchased the property [commonly known as 121 Herbert Street] in 2008, with the intent of tearing down the existing structure and constructing a parking lot. The structure is being demolished in 2009 for under \$15,000.00, pursuant to the authority in the 2008 Plan Amendment. Thereafter, in 2011, the parking lot will be constructed at a cost of \$150,000+/- ;

and

- Asquith Property the property [commonly known as 146 South Clinton, Stockbridge] is in a dilapidated condition and is an eyesore in the business district. It is for sale by owner. The SDDA is authorized under this amendment to offer to purchase the home between \$0.00 up to \$40,000.00 in 2009. The property has a tax identification number of 33-42-16-27-233-019 and is located in the tax increment finance district. If the purchase occurs, the Plan Amendment calls for the SDDA to spend up to \$25,000.00 for demolition of the site in 2010. The SDDA would then hold the site as a green space, until a higher and better use came along. The Plan would relieve a blighted condition in the downtown district;

and

- the Plan calls for the adoption of an *Incubator Business Program* and a *Business Loan Program*, both to be further defined by future Resolutions;

and

- the Elevator Project.

WHEREAS, the SDDA originally approved the 2009 Plan Amendment on January 22, 2009. The SDDA is now considering issuing bonds/notes to finance several of the projects concurrently in the 2009 construction season. This requires additional language in the Plan Amendment. Therefore, the SDDA has determined to adopt this revised 2009 Plan Amendment at its Special February 23, 2009 meeting; and

WHEREAS, the SDDA requests the Village adjourn its currently scheduled March 3, 2009 Public Hearing on the Plan Amendment and reschedule the Public Hearing at a later date consistent to meet the requirements of MCL 125.1668 for the consideration of this revised 2009 Plan Amendment.

IT IS THEREFORE RESOLVED that the *SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects* [as revised February 23, 2009] is approved by the SDDA, and it is submitted to the Village of Stockbridge for approval, in accordance with the Act.

Moved By: Treasurer Scott Spadafore

Seconded By: Vice Chair Tom Lovachis

Adopted at a Special Meeting of the Village of Downtown Development Authority held on the 23rd day of February, 2009.

YEAS: Dan Wilson, Sherrill Rodriguez, Doug Mills, CG Lantis, Tom Lovachis, Scott Spadafore, Kristine Lauckner

NAYS: None

ABSENT: Russell Mackinder, Annabell Howard

**Village of Stockbridge
Downtown Development Authority**

By: Kristine Lauckner
Its: Chairperson

CERTIFICATION

I certify that the above is a true and complete copy of Resolution No. S09-02-1 adopted by the Village of Stockbridge Downtown Development Authority at a Special Meeting held on the 23rd of February, 2009.

**Village of Stockbridge
Downtown Development Authority**

By: Annabell Howard
Its: Secretary

Drafted by: John L. Gormley (P53539)
Attorney for the Village of Stockbridge Downtown Development Authority
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
517.223.3758

G:\clients\Municipalities\Stockbridge DDA\Plan Amendment\2009 Plan Amendment\Resolution2.wpd\



PUBLIC HEARING

STOCKBRIDGE VILLAGE COUNCIL

Has called a Public Hearing for the review and approval of the SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:15 pm as part of the REGULAR MEETING March 2, 2009. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285 or by email to ldancer@vil.stockbridge.mi.us. A copy of the plan is available at the Village Office for review.

Meeting Place: Heritage Elementary – Library, 222 Western St Stockbridge, MI 49285; Village Phone 517-851-7435

Linda Dancer, Village Clerk

**STOCKBRIDGE VILLAGE
COUNCIL
PUBLIC HEARING**

The Stockbridge Village Council has called a Public Hearing for the review and approval of the SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:15 pm as part of the REGULAR MEETING March 2, 2009. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285 or by email to ldancer@vil.stockbridge.mi.us. A copy of the plan is available at the Village Office for review.

Meeting Place: Heritage Elementary - Library, 222 Western St Stockbridge, MI 49285; Village Phone 517-851-7435

Linda Dancer, Village Clerk

2-17-09



**Village of Stockbridge
Regular Council Meeting
Heritage Elementary Library
Monday, March 2, 2009 - 7:00 pm
Minutes**

- 7:00 p.m. CALL TO ORDER** by President Russell Mackinder
- 1) a) **ROLL CALL:** Present: President Russell Mackinder, Pro-Tem Jerry Kunzelman, Anne Mocerri, Richard Mullins, Joe Pena, Karen Kirk. Absent – Molly Howlett. Also present Clerk Linda Dancer, Village Manager Daniel Dancer, Building Department Manager Dwight Crow, and interested citizens
 - b) **PLEDGE OF ALLEGIANCE**
 - c) **AGENDA: Motion** Richard Mullins, **support** Karen Kirk to approve agenda as printed – no discussion; **verbal motion carries.**
 - d) **MINUTES: Motion** Jerry Kunzelman, **support** Karen Kirk to approve regular meeting minutes of February 2, 2009 -no discussion; **verbal motion carries.**
- 2) **PUBLIC COMMENT:** None
- 3) **FINANCIAL REPORTS:**
- a) **Treasurer Report** – Accept report as presented for February, 2009.
 - b) **Invoices** – **Motion** Karen Kirk, **support** Richard Mullins to pay invoices in the amount of \$73,329.56 – discussion; **verbal motion carries.**
- 4) **CONSENT AGENDA: Motion** Karen Kirk, **support** Richard Mullins to approve the Consent Agenda as presented- no discussion; **verbal motion carries.**
- 5) **COMMUNICATIONS** – Randy Schafer – Ingham County Board of Commissioners
- 6) **ZBA** – None
- 7) **Public Hearing** - Cancelled
- 8) **OLD BUSINESS** –
- a) **Set Public Hearing for 2009 SDDA Plan Amendment - Motion** Jerry Kunzelman, **support** Richard Mullins to set the 2009 SDDA Plan Amendment public hearing for Wednesday, April 1, 2009 at 7:30 p.m. – discussion; **verbal motion carries.**

**PUBLIC HEARING
VILLAGE OF STOCKBRIDGE**

The Stockbridge Village Council has called a Public Hearing for the review and approval of the SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30 pm as part of a SPECIAL MEETING April 1, 2009. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285 or by email to ldancer@vil.stockbridge.mi.us. A copy of the plan is available at the Village Office for review or on-line at www.vil.stockbridge.mi.us.

Meeting Place: Village Council Board Room – (new office address) 134 East Main Street, Stockbridge, MI 49285; Village Phone 517-851-7435

Linda Dancer, Village Clerk

**VILLAGE OF STOCKBRIDGE
PUBLIC HEARING**

The Stockbridge Village Council has called a Public Hearing for the review and approval of the SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30 pm as part of a SPECIAL MEETING April 1, 2009. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285 or by email to ldancer@vil.stockbridge.mi.us. A copy of the plan is available at the Village Office for review or on-line at www.vil.stockbridge.mi.us.

Meeting Place: Village Council Board Room - (new office address) 134 East Main Street, Stockbridge, MI 49285; Village Phone 517-851-7435

Linda Dancer, Village Clerk

3-10-09



**Village of Stockbridge
Special Council Meeting
Village Hall - Conference Room
Wednesday, March 11, 2009 - 7:00 pm
~~XXXXXXXXXX~~ Minutes**

7:05 p.m. CALL TO ORDER by President Russell Mackinder

- 1) a) **ROLL CALL:** Present: President Russell Mackinder, Pro-Tem Jerry Kunzelman, Anne Mocerri, Richard Mullins, Joe Pena, Karen Kirk. Absent - Molly Howlett. Also present Village Manager Daniel Dancer and interested citizens
- b) **PLEDGE OF ALLEGIANCE**

2) **PUBLIC COMMENT:** None

3) **BUSINESS BEFORE COUNCIL -**

- a) **2009 SDDA Plan Amendment** - Council met to discuss current SDDA Plan Amendment.

12) ADJOURN - Motion Karen Kirk, **support** Richard Mullins to adjourn. **Meeting adjourned 8:45 p.m.**

Daniel Dancer, Village Manager

Linda Dancer
Linda Dancer, Village Clerk

**VILLAGE OF STOCKBRIDGE
PUBLIC HEARING**

The Stockbridge Village Council has called a Public Hearing for the review and approval of the SDDA 2009 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects.

The Public Hearing will be at 7:30 pm as part of a SPECIAL MEETING April 1, 2009. Citizens are welcome to attend and/or send comments in writing to the Village at PO Box 155, Stockbridge MI 49285 or by email to ldancer@vil.stockbridge.mi.us. A copy of the plan is available at the Village Office for review or on-line at www.vil.stockbridge.mi.us.

Meeting Place: Village Council Board Room – (new office address) 134 East Main Street, Stockbridge, MI 49285; Village Phone 517-851-7435

Linda Dancer, Village Clerk

3-24-2009



**Village of Stockbridge
Regular Council Meeting
Village Office Council Chambers
Wednesday, April 1, 2009 - 7:00 pm
Minutes**

7:00 p.m. CALL TO ORDER by President Russell Mackinder

- 1) **a) ROLL CALL:** Present: President Russell Mackinder, Pro-Tem Jerry Kunzelman, Anne Mocerri, Richard Mullins, Joe Pena, Karen Kirk, Molly Howlett; Absent – None. Also present Clerk Linda Dancer, Village Manager Daniel Dancer, Building Department Manager Dwight Crow, and interested citizens
 - b) PLEDGE OF ALLEGIANCE**
 - c) AGENDA: Motion** Karen Kirk, **second** Jerry Kunzelman to approve agenda as printed – no discussion; **verbal motion carries.**
 - d) MINUTES: Motion** Richard Mullins, **second** Karen Kirk to approve regular meeting minutes of March 2, 2009 -no discussion; **verbal motion carries.**
 - e) SPECIAL MINUTES: Motion** Richard Mullins, **second** Karen Kirk to approve special meeting minutes of March 11, 2009 – no discussion; **verbal motion carries.**
- 2) **PUBLIC COMMENT:** None
- 3) **FINANCIAL REPORTS:**
- a) Treasurer Report** – Accept report as presented for March, 2009.
 - b) Invoices – Motion** Karen Kirk, **second** Anne Mocerri to pay invoices in the amount of \$63,275.45 – discussion; **verbal motion carries.**
- 4) **CONSENT AGENDA: Motion** Karen Kirk, **second** Richard Mullins to approve the Consent Agenda as presented– no discussion; **verbal motion carries.**
- 5) **COMMUNICATIONS – Phyllis Stowe, Resident**
- (Agenda Order amended due to public hearing time frames)
- 8) **UNFINISHED BUSINESS ~ None**
- 9) **NEW BUSINESS**
- a) Marcus McKissic, Chamber of Commerce ~ Motion** Karen Kirk, **second** Molly Howlett to allow the Chamber of Commerce to close East Elizabeth (from Mugg & Bopps to Car Quest) to Center left up to East Main – discussion; **verbal motion carries.**

Page 2
 Regular Council Minutes
 April 1, 2009

- b) **Appointment of Planning Commission Members ~ Motion** Russell Mackinder, **second** Richard Mullins to appoint Lynn McNaught and Sandra Kay for a 3 year term – no discussion; **verbal motion carries.**
 - i) **Public Hearing 420 West Main ~ Motion** Anne Mocerri, **second** Jerry Kunzelman to set the public hearing for special use request at 420 West Main on May 4, 2009 at 7:15 p.m. – no discussion; **verbal motion carries.**
 - h) **Resolution 09-04-4 ~ Motion** Jerry Kunzelman, **support** Karen Kirk to **adopt Resolution 09-04-4 Amending Council Rules of Procedure** – discussion; **Roll Call Vote: Yeas** – Molly Howlett, Richard Mullins, Anne Mocerri, Joe Pena, Karen Kirk, Jerry Kunzelman, Russell Mackinder; **Opposed** – None; **Absent** – None. **Roll Call carries 7-0.**
 - e) **Resolution 09-04-1 ~ Motion** Jerry Kunzelman, **second** Karen Kirk to **adopt Resolution 09-04-1 Appointment of Village Clerk Linda Dancer** – no discussion; **Roll Call Vote: Yeas** – Richard Mullins, Anne Mocerri, Joe Pena, Karen Kirk, Jerry Kunzelman, Molly Howlett, Russell Mackinder; **Opposed** – None; **Absent** – None. **Roll Call carries 7-0.**
- 6) **ZBA – 7:15 p.m. Public Hearing for 122 & 125 South Clinton Family Arcade**
- Comments heard from public in support of arcade. No written correspondence received.
- 7:19 p.m. **Public Comment closed**

Motion Russell Mackinder, **support** Jerry Kunzelman to recess 7:30 p.m. – **verbal motion carries.**
Meeting resumes 7:30 p.m.

- 7) **Public Hearing – 7:30 p.m. 2009 SDDA Plan Amendment**
- No public comment or written correspondence
- 7:31 p.m. **Public Comment closed**

9) **NEW BUSINESS (Continued)**

- c) **Special Use Request – Motion** Jerry Kunzelman, **second** Richard Mullins to accept **special use request of 122 and 125 South Clinton** to open a family arcade as outlined in the application – discussion;
Amend motion Jerry Kunzelman, **support** Richard Mullins to accept application with the permit to expire after 12 months of operation - discussion; **Roll Call Vote: Yeas** – Anne Mocerri, Joe Pena, Karen Kirk, Jerry Kunzelman, Molly Howlett, Richard Mullins, Russell Mackinder; **Opposed** – None; **Absent** – None. **Roll Call carries 7-0.**

Page 3
Regular Council Minutes
April 1, 2009

- d) **Ordinance 09-04-1 – Motion Anne Mocerì , second Richard Mullins to adopt Ordinance 09-04-1 Accepting the 2009 SDDA Plan Amendment – no discussion; Roll Call Vote: Yeas – Joe Pena, Molly Howlett, Richard Mullins, Anne Mocerì, Russell Mackinder; Opposed – Karen Kirk, Jerry Kunzelman; Absent – None. Roll Call carries 5-2.**
- f) **Resolution 09-04-2 – Motion Karen Kirk, second Richard Mullins to adopt Resolution 09-04-2 Budget Amendment as presented – discussion; Roll Call Vote: Yeas – Karen Kirk, Jerry Kunzelman, Molly Howlett, Richard Mullins, Anne Mocerì, Joe Pena, Russell Mackinder; Opposed – None; Absent – None. Roll Call carries 7-0.**
- g) **Resolution 09-04-3 – Motion Karen Kirk, second Richard Mullins to adopt Resolution 09-04-3 Enterprise Funds Amendment as presented – discussion; Roll Call Vote: Yeas – Jerry Kunzelman, Molly Howlett, Richard Mullins, Anne Mocerì, Joe Pena, Karen Kirk, Russell Mackinder; Opposed – None; Absent – None. Roll Call carries 7-0.**

10) **PUBLIC COMMENT – None**

11) **MANAGER'S REPORT – Report reviewed**

- a) **Motion Russell Mackinder, second Karen Kirk to set public hearing for May 4 at 7:30 p.m. to set the millage for truth & taxation – no discussion; verbal motion carries (1 verbal opposed).**

12) **ADJOURN – Motion Karen Kirk, second Molly Howlett to adjourn. Meeting adjourned 8:19 p.m.**


Linda Dancer, Village Clerk



ORDINANCE NO. 09-04-1
VILLAGE OF STOCKBRIDGE
(Enacted April 1, 2009)

**AN ORDINANCE TO ADOPT AND APPROVE AN AMENDMENT TO THE
VILLAGE OF STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY'S
DEVELOPMENT PLAN PURSUANT TO THE PROVISIONS OF ACT 197
PUBLIC ACTS OF MICHIGAN OF 1975, AS AMENDED,**

WHEREAS, the Village of Stockbridge ("Village") created the Stockbridge Downtown Development Authority ("SDDA") by Ordinance in the mid-1980s and charged it with its statutory responsibility for developing and implementing a Development Plan.

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan ("Plan") in the mid-1980s, which was forwarded to the Village and subsequently approved by Ordinance, pursuant to the provisions of Act 197 of the Public Acts of Michigan of 1975, as amended (the "Act").

WHEREAS, the SDDA and the Village have amended the Tax Increment Finance Plan and/or the Development Plan on several occasions since its initial adoption to include, among other things, new development plans and expand the tax increment finance district.

WHEREAS, the SDDA determined in 2009 that the Development Plan required additional amendments to incorporate into it several on going projects and several proposed future projects.

WHEREAS, the Village determined that there are less than 100 persons residing in the Downtown District, as defined by the Act.

WHEREAS, the SDDA adopted by Resolution the 2008 Amendments to the Development Plan, on January 17, 2008. (Attached as Exhibit A and incorporated hereto by reference.)

WHEREAS, notice of the public hearing in front of the Village Council to consider amendments to the Development Plan were published in accordance with the statutory requirements for same and the public hearing was set for April 1, 2009 at 7:30 p.m. at the Village Hall.

THEREFORE, THE VILLAGE OF STOCKBRIDGE ORDAINS that:

1. The SDDA's Development Plan, as proposed to be amended in Exhibit A, is approved after listening to the public comment at the public hearing on April 1, 2009, reviewing the proposed Development Plan Amendments, reviewing the initial SDDA Plans and all previous amendments thereto, consulting with bond

council of their choosing, and otherwise considering all the relevant facts, because:

- 1.1 the Village has determined that the Development Plan, as amended, constitutes a public purpose.
 - 1.2 the Village has determined that the Development Plan, as amended, meets the requirements set forth in Act 197, P.A. of 1975, as amended, specifically including those in MCL 125.1667 (2).
 - 1.3 the Village has determined that the proposed method of financing and development is feasible and the Authority has the ability to arrange the financing, as set forth in the Development Plan, as amended.
 - 1.4 the Village has determined that the development outlined in the Development Plan, as amended, is reasonable and necessary to carry out the purposes of Act 197, P.A. 1975, as amended.
 - 1.5 the Village has determined that the Development Plan, as amended, is in reasonable accordance with the approved Village Zoning Ordinance and other Plans of the Village of Stockbridge.
 - 1.6 the Village has determined that the public services (such as police, fire, and utilities) are or will (after the improvements outlined in the Development Plan, as amended, are implemented) be adequate to service the development area.
 - 1.7 the Village has determined that any changes to zoning, street levels, intersections, and utilities outlined in the Development Plan, as amended, are reasonably necessary for the projects and the municipality.
 - 1.8 the Village has previously determined that no Citizens Area Development Council's input is required for this Plan Amendment.
2. Invalidity of Any Section - if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional; such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Village of Stockbridge declares that it would have passed this ordinance and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.
 3. Effective Date - This ordinance and the related rules, regulations, provisions, requirements, orders and matters established shall take effect immediately upon

publication, except any penalty provisions which shall take effect twenty (20) days after publication, pursuant to MCL 66.1; MSA 5.1271.

4. Repealer - All Ordinances or parts of Ordinances in conflict with this ordinance are repealed only to the extent necessary to give all provisions of this Ordinance full effect.

Adopted at a regular meeting of the Village Council held on the 1st day of April, 2009.

Moved By: Trustee Anne Mocerri

Seconded By: Trustee Richard Mullins

YEAS: Joe Pena, Molly Howlett, Richard Mullins, Anne Mocerri, Russell Mackinder

OPPOSED: Karen Kirk, Jerry Kunzelman

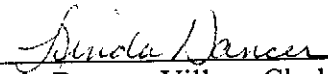
ABSENT: None



Russell Mackinder, Village President

CERTIFICATION

I certify that the above is a true and complete copy of Ordinance No. 09-04-1 adopted by the Village Council at a meeting held on the 1st day of April, 2009 and published in the Town Crier on April 28, 2009.



Linda Dancer, Village Clerk

Adopted
4/1/2009

**SDDA 2008 DEVELOPMENT PLAN
AND TAX INCREMENT FINANCING PLAN
AMENDMENT TO INCORPORATE NEW PROJECTS**

Pursuant to the requirements of MCL 125.1664 (2), the SDDA recommends the following amendments be incorporated into the SDDA's Development Plan:

1. The boundaries of the Plan's Tax Increment Finance District are set forth in the map contained on page iv of the July 3, 1995 Plan Amendment and are not altered by this Amendment.
2. The location and extent of existing streets and other public facilities within the development area are set forth in the maps contained on pages 12 - 14 of the original Plan. The FDDA's District Zoning Map is contained on page 13. The map sets forth the designated location, character, and extent of the categories of public and private land uses existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses. The legal description of the development area is described as being located in the Village of Stockbridge, County of Ingham, to wit:

**See Legal Description of the District contained in Pages 24-26 of the
July 3, 1995 Plan Amendment and are not changed in this
Amendment.**

3. The description of the existing improvements in the area to be demolished, repaired, or altered, a description of any repairs or alterations, and an estimate of the time required for completion.

The purpose of this Amendment is to incorporate the purchase of 121 Herbert Street, Stockbridge, Michigan, by the SDDA into the Plan. The SDDA proposes to purchase the property for \$55,000.00. Once acquired, the property will be demolished, leveled, and used as a gravel parking lot until future plans are firmed up for the area. It is estimated that the purchase, leveling, and graveling will occur in the 2008 calendar year.

4. The description of the location, extent, character, and estimated cost of the improvements, including rehabilitation, contemplated for the development area and an estimate of the time required for completion, signage or signalization.

The improvements are located at 121 Herbert Street. The property consists of a closed commercial building that previously housed a print shop. The SDDA proposes to conduct all necessary environmental studies prior to purchase at a cost of up to \$12,000.00 [a copy of SME's Phase I proposal is attached at Exhibit A and incorporated herein by reference]. The SDDA then proposes to purchase the building for \$55,000.00 [a copy of the purchase agreement is attached at Exhibit B and incorporated herein by reference]. As part of the purchase, the SDDA will receive a Title Policy, without exception, which the SDDA will pay for, along with a survey, at a cost not to exceed

\$7,500.00. The SDDA will then tear down the existing structure for a cost of \$15,000.00 and install a gravel parking area. The entire project should be completed in the 2008 calendar year.

5. The following is a statement of construction, or stages of construction planned, and the estimated time for completion of each stage.

5.1 The SDDA intends to complete the improvements to the new parking lot located at 121 Herbert Street in one stage of continuous construction during the 2008 calendar year. If the SDDA is unable to complete all the improvements in 2008, some of the improvements to the parking lot may be pushed off until 2009.

6. The description of any parts of the development area to be left as open space and the use contemplated for the space is contained in Section 1.1.1 of the 2001 Plan Amendment.

6.1 This section is not being amended.

7. The following is a description of any portion of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

7.1 This section is not being amended.

8. The following is a description of desired zoning changes, and changes in streets, street levels, intersections, or utilities.

8.1 This section is not being amended.

9. The following is an estimated cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.

The estimated cost of the following developments is less than \$1,200,000.00:

a.	Purchase of 121 Herbert Street	\$55,000.00
b.	Environmental Studies	\$12,000.00
c.	Title Work and Survey	\$ 5,000.00
d.	Tear Down and Gravel	\$15,000.00

The SDDA proposes to finance the project through the capture of tax increments to pay the purchase prices and construction costs. The SDDA may also utilize any of the following financing mechanisms:

- a. Any Tax increment revenue bonds issued by the Village, pursuant to Section 16(1) of the DDA Act;
- b. Any Tax increment revenue bonds issued by the SDDA, pursuant to Section 16(2) of the DDA Act;

- c. Other advances from the Village repayable from tax increment revenues of the SDDA, which advances may be financed through obligations incurred by the Village under the Local Building Authority Act or other authorizing statutes;
 - d. Tax increment revenues on a pay-as-you-go basis; and
 - e. Other Federal or State grants or contributions, not specified above.
10. The following is a designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if the information is available to the authority.
- 10.1 The SDDA intends to keep the parking lot, once completed, so there is no change to this paragraph.
11. The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there are no express or implied agreements between the authority and persons, natural, or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.
- 11.1 The SDDA intends to keep the parking lot, once completed, so there is no change to this paragraph.
12. It is estimated that there are less than 100 persons and families residing in the development area. It is estimated that zero (0) persons or families residing in the development area will be displaced.

Since the Plan does not call for the acquisition of occupied residential property, the Plan does not include a survey of the families or individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

13. The following constitutes the plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

Because of the answer to Section 12, no plan for establishing priority for relocation is required.

14. The following shall constitute the provisions for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the *Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, being Public Law 91-646, 42 U.S.C.

Sections 4601, *et seq.*

Because of the answer to Section 12, no provision for the costs of relocating persons displaced is included.

15. No persons are being relocated in the development area, but any future relocation will be done in compliance with Act No. 227 of the Public Acts of 1972, being Sections 213.321 to 213.332 of the Michigan Compiled Laws.
16. This Plan Amendment provides for no other material that the authority, local public agency, or governing body considers pertinent.
17. This Development Plan does not provide for improvement related to a qualified facility, as defined in the *Federal Facilities Development Act*, Act No. 275 of the Public Acts of 1992.
18. The original 1986 Plan states that its duration will “terminate upon the completion of those projects specified in the development schedule (Table 1).” The 1992 Plan Amendment does not appear to have addressed the duration of the Plan. The 1995 Plan Amendment states that the “duration of the Plan is limited to the implementation of the goal [sic] and objectives.” Pursuant to the 2004 Amendment, the capturing of tax increment revenues shall continue through taxes levied in 2014, or such later year when all obligations of the SDDA payable from tax increment revenues have been retired or satisfied. The Development Plan shall be effective until the purposes of the Development Plan are completed. No change is contemplated with this Amendment.
19. The estimated impact of tax increment financing on all taxing jurisdictions in which the SDDA’s Development Area is located was originally addressed by the SDDA in previous amendments. This Amendment does not provide any updated information in regard to this matter. This Amendment, therefore, relies upon the statements contained at Exhibit K of the 2004 Plan Amendment, regarding the impact of tax increment financing on all taxing jurisdictions. Additionally, the SDDA states:

Tax increment financing permits the SDDA to capture Tax Increment Revenues (as defined below) attributable to increases in the value of real and personal property in the Development Area. The tax increment finance procedure is governed by Act 197 of the Public Acts of 1975, as amended (the “DDA Act”). The procedures outlined below are the procedures provided by the DDA Act effective as of the date this Plan is adopted, but are subject to any changes imposed by future amendments to the DDA Act.

The Tax Increment Revenues are generated when the Current Assessed Value of all properties within the Development Area exceed the Initial Assessed Value of the properties. The amount in any one year by which the Current Assessed exceeds the Initial Assessed Value is the Captured Assessed Value.

Initial Assessed Value: When the Village Council enacted the Original Plan by Ordinance in 1986, the Initial Assessed Value of Development Area was established as

the assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time that Ordinance was approved, as shown by the then most recent assessment roll of the Village for which equalization had been completed, prior to the adoption of the 1986 Original Plan by Ordinance. Property exempt from taxation at the time of the determination of the Initial Assessed Value was included as zero. However, in determining the Initial Assessed Value, property for which a "specific local tax" was paid in lieu of a property tax was not considered to be property that was exempt from taxation. A "specific local tax" is defined in the DDA Act and includes "Industrial Facilities Taxes" levied under 1974 PA 198, taxes levied under the *Technology Park Development Act*, 1984 PA 385, and taxes levied on lessees and users of tax-exempt property under 1953 PA 189. The Initial Assessed Value or Current Assessed Value of property subject to a specific local tax was determined by calculating the quotient of the specific local tax paid divided by the *ad valorem* millage rate, or by other method as prescribed by the state tax commission.

Current Assessed Value: Each year the "Current Assessed Value" of the Development Area will be determined. The Current Assessed Value of the Development Area is the taxable value of the property in the Development Area.

Captured Assessed Value: The amount by which the Current Assessed Value exceeds its Initial Assessed Value in any one year is the "Captured Assessed Value."

Tax Increment Revenues: For the duration of the Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of the Development Area. The SDDA will receive that portion of the *ad valorem* tax levy of all taxing jurisdictions on the Captured Assessed Value of the taxable property in the Development Area, other than the State, local school district, intermediate school district tax levies, and specific local taxes attributable to such *ad valorem* property taxes (the "Tax Increment Revenues"), subject to limitations and exemptions which may be contained in the DDA Act, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value.

Increases in the Current Assessed Values which generate Tax Increment Revenues can result from any of the following:

- a. Construction of new developments.
- b. New rehabilitation, remodeling, alterations, or additions.
- c. Increases in property values which occur for any other reason.

Tax Increment Revenues can be used as they accrue annually, can be held to accumulate amounts necessary to make improvements described in the Plan, or can be pledged for payment of bonds or notes issued by the SDDA or the Village under the DDA Act. Further, the SDDA may not borrow money or issue revenue notes without the prior approval of the Village. The SDDA may expend tax increment revenues only in accordance with this Plan; surplus revenues revert proportionally to the respective taxing jurisdictions.

20. Adoption of these Amendments. The Village of Stockbridge, before adopting an Ordinance approving these 2008 Amendments, shall hold a public hearing on this development plan and seek input and approval from the Citizens Advisory Committee, if one forms. At the time of the hearing, the Village Council shall provide all interested persons an opportunity to be heard and shall receive and consider communications in writing with reference thereto. The hearing shall provide the fullest opportunity for expression of opinion, for argument of merits, and for introduction of documentary evidence pertinent to the development plan. The Village Council shall make and preserve a record of the public hearing, including all data presented at that time. All provision of the Original 1986 Plan, the 1992 Plan Amendment, the 1995 Plan Amendment, the 2004 Plan Amendment, and the 2006 Plan Amendment, not modified by these amendments to the Plan shall remain in full force and effect.

Drafted By:
John L. Gormley (P-53539)
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

G:\clients\Municipalities\Stockbridge DDA\Plan Amendment\2008 Plan Amendment\dda.2008amplanend01.wpd

EXHIBIT A



Soil and Materials Engineers, Inc.
2663 Eaton Rapids Road
Lansing, MI 48911-6310

tel (517) 887-9181
fax (517) 887-2666
www.sme-usa.com

Kenneth W. Kramer, PE
Chairman Emeritus

Mark K. Kramer, PE
Frank A. Henderson, PG
Timothy H. Bedenis, PE
Gerald M. Belian, PE
Chuck A. Gemayel, PE
Larry P. Jedele, PE
Starr D. Kohn, PhD, PE
Edward S. Lindow, PE
Gerard P. Madej, PE
Timothy J. Mitchell, PE
Robert C. Rabeler, PE
Daniel O. Roeser, PG

J. William Coberly, CET
Andrew J. Emmert, CPA
Sheryl K. Fountain
James M. Harless, PhD, CHMM
Davia J. Hurtburt, PE
J. Art Johnson, CET
Cheryl Kehres-Dietrich, CGWP
Jeffery M. Krusinga, PE, GE
James M. Less, CIH
Michael S. Meddock, PE
Larry W. Shook, PE
Michael J. Thelen, PE
John C. Zarzecki, CWI, CDT

January 11, 2008

Mr. John Gormley
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
P.O. Box 935
Fowlerville, Michigan 48836

RE: Proposal for a Phase I ESA
121 Herbert Street
Stockbridge, Michigan
SME Proposal No. L08-0008

Dear Mr. Gormley:

As requested, SME has prepared this proposal for a Phase I Environmental Site Assessment (ESA) for the property located at 121 Herbert Street, in the city of Stockbridge, Ingham County, Michigan, hereafter referred to as the Property. The Property is currently developed with a vacant commercial building that was historically occupied by a printing shop. SME understands that the Stockbridge Downtown Development Authority (DDA) plans on purchasing the Property, demolishing the existing building and redeveloping the Property as a parking lot.

The Phase I ESA was requested to partially satisfy the requirements for All Appropriate Inquiry (AAI) and Landowner Liability Protections (LLPs) under CERCLA prior to purchase of the Property. LLPs include the Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner, or Innocent Landowner defense to CERCLA liability. SME understands that Gormley and Johnson Law Offices, PLC and Stockbridge DDA will rely upon the professional opinions and representations contained in the report. This reliance is not to be construed as a warranty or guarantee on the part of SME.

Please note that the Prospective Purchaser is the sole party responsible for complying with AAI requirements for LLPs under CERCLA. The completion of a Phase I ESA and report, with a signed statement by an Environmental Professional (EP) that it is compliant with AAI and/or the ASTM E 1527-05 Standard, may not be sufficient to provide LLP to CERCLA.

Plymouth
Bay City
Grand Rapids
Kalamazoo
Lansing
Shelby Township
Toledo
Traverse City

© 2008 soil and materials engineers, inc.

consultants in the geosciences, materials, and the environment

Satisfying AAI is one component of the requirements for a Prospective Purchaser to qualify for the Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner, or Innocent Landowner defense to CERCLA liability. For properties known to be contaminated with hazardous substances, or petroleum, the Prospective Purchaser also must comply with the continuing obligations defined in CERCLA to maintain the LLP to CERCLA.

SCOPE OF SERVICE

The Phase I ESA will be conducted in conformance with the requirements of the ASTM Standard on Environmental Site Assessments for Commercial Real Estate, designation E 1527-05 (Standard), which by rule (40 CFR 312) satisfies the requirements of All Appropriate Inquiry (AAI) under CERCLA.

The Phase I ESA will be conducted under the supervision of an Environmental Professional (EP) as defined in the Standard. All appropriate inquiry into the past uses and potential environmental impacts associated with the Property also is a component of the Michigan Baseline Environmental Assessment process for mitigating liability for contamination existing on the Property at time of purchase, occupancy, or lease.

USER (CLIENT) RESPONSIBILITIES

Under AAI the User/Prospective Purchaser has the following statutory responsibilities, above and beyond the Phase I ESA conducted by an EP, which must be fulfilled as part of the identification of RECs on the subject property:

- **Purpose for Phase I ESA** – The User must disclose to the EP the purpose for ordering the Phase I ESA to be conducted. In the absence of this information, the EP will assume the Phase I ESA is for an LLP to CERCLA. The User can satisfy this requirement by completing the attached *User Questionnaire* carefully and completely.
- **Specialized knowledge or experience** – The User must consider any specialized knowledge or experience of activities, business practices, chemical usage, waste disposal, historical perspectives, etc. related to past uses of the property that might indicate a release or threat of release of a hazardous substance or petroleum. The User can satisfy this requirement by completing the attached *User Questionnaire* carefully and completely.
- **Presence of environmental liens** – The User must review reasonably ascertainable land title records and lien records to determine if environmental liens or activity and use limitations (AUL) have been placed on the property. The User can satisfy this requirement individually, by retaining a title professional or title company.



- **Relationship of purchase price to value if not contaminated** – The User must determine if the purchase price for the property is below market value and if that price reduction could be indicative of environmental impairment of the property. The User can satisfy this requirement by documenting this evaluation in the attached *User Questionnaire* carefully and completely.
- **Commonly known or reasonably ascertainable information about the property within the local community** – The User must identify and investigate information obtained from the local community, either through personal experience, news or broadcast media, personal conversations, hearsay, etc., that may indicate a release or threat of release of hazardous substances or petroleum on the property. The User can satisfy this requirement by documenting this information in the attached *User Questionnaire* carefully and completely.

Information collected/documented by the prospective purchaser to satisfy the above AAI responsibilities, and provided to the EP, will be incorporated into the Phase I ESA report. If all the required Prospective Purchaser information is not provided to the EP for evaluation and inclusion in the Phase I ESA report, or is not complete, the Phase I ESA report by itself likely will not be sufficient to establish an LLP to CERCLA. Instead, it will be one component of the elements the Prospective Purchaser may use to establish the LLP.

SCHEDULE AND PROFESSIONAL FEES

Upon completion of the Phase I ESA, SME will generate a report to document our assessment activities and findings. The findings, opinions, and conclusions will be based upon observed conditions, the results of our records review, interviews, and User-supplied information. The Phase I ESA will be completed within approximately three weeks of receiving approval to proceed, depending on the timeliness of responses from the current owner, owner's broker, User, and other sources. If this schedule does not meet your needs, please contact us.

The Lump Sum Fee for the Phase I ESA is \$2,700. The fee estimate assumes the following:

- One Property reconnaissance will be performed.
- A legal description of the Property and a scaled survey map that clearly depicts the Property boundaries will be provided to SME prior to project initiation.
- Issuance of draft reports and responses to third party comments are excluded from the Scope of Services.
- Reliance on the Phase I ESA is only for the parties specifically referenced herein.
- A maximum of two addresses or tax identification numbers (historical and/or current) are associated with the Property.



- The Property itself is not listed as a site of environmental contamination. If the Property is identified as a site of environmental contamination, a review of available MDEQ files will be necessary and additional fees will be required.
- Data Gaps identified during the Phase I ESA may require additional investigation to meet the requirements of the Standard. Investigation of more than one data gap will require additional fees and will be discussed with you prior to completing the additional services.

If unanticipated conditions, such as restricted access, are encountered or if site conditions or project specifics differ from the information and assumptions presented herein, additional fees will be required and you will be notified.

AUTHORIZATION AND GENERAL COMMENTS

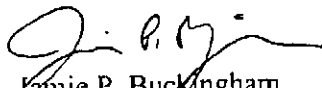
Services for the Phase I ESA will be provided in accordance with the attached General Notes and General Conditions, which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return along with the completed User Questionnaire to SME. Changes to terms and conditions provided could result in changes to scope and/or fee.

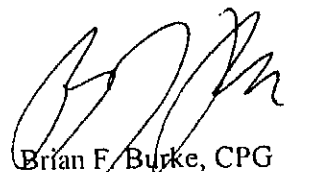
In addition to environmental consulting services, SME also offers regulatory compliance services, industrial hygiene assessments, geotechnical consulting and construction materials services. If SME can be of service to you in any of these areas, please contact us.

SME appreciates the opportunity to be of service to you on this project. If there are questions concerning this proposal or Scope of Services, please contact us.

Very truly yours,

SOIL AND MATERIALS ENGINEERS, INC.


Jamie P. Buckingham
Senior Geologist


Brian F. Burke, CPG
Senior Project Consultant

Attachments: General Notes (01/06)
General Conditions (1/04)
User Questionnaire

Enclosure: One copy

t:\prop\2008\L08-0008.doc



GENERAL NOTES

1. SME General Conditions govern all the work performed.
2. Discussion, interpretation, and consultation are charged at appropriate hourly rates.
3. SME representatives may provide observation and field-testing. The scope of services does not include job or site safety, supervision, or direction of the actual work of the contractor. The presence of SME on the job site should not be construed to relieve the contractor in any way of his obligations and responsibilities under the construction contract.
4. The Owner grants right of entry from time to time to SME, its agents, staff, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for activities at the site.
5. Client agrees to provide SME with accurate legal description and property survey.
6. Client agrees to advise us upon execution of this Agreement of any hazardous substances including subsurface contaminants and biological pollutants (mold, spores, bacteria, fungi and other byproducts of biological organisms), environmental violations, or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client/Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from: Client's/Owner's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents; Client's/Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site; changed conditions or hazardous substances or constituents introduced at the site by Client/Owner or third persons before or after the completion of services herein; allegations that SME is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law.
7. Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. Client also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against SME. Accordingly, in such situations, Client waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claim or liability for injury or loss of any type arising from SME's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by Client.
8. It is possible this assessment may fail to reveal the presence of contaminants (including subsurface contaminants, hazardous materials and biological pollutants [mold, spores, bacteria, fungi and other byproducts of biological organisms] and all other types of environmental contamination collectively referred to as "Contaminants") at sites where contaminants are assumed, or expected to exist or contaminants are inaccessible or unobservable. Client understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. Client agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell due to the site or building conditions, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, Client waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose, except to the extent caused by SME's sole negligence.



GENERAL NOTES (Continued)

9. If during the performance of services, unforeseen hazardous substances or constituents, biological pollutants or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will notify Client thereof. Subsequent to the notification, SME may, if practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal; agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or terminate the services effective on the date specified by SME in writing.
10. Client also agrees to compensate SME for any time spent and expenses incurred by SME in defense of any claims (related to Items 6, 7, and 8 above), with such compensation to be based upon SME's prevailing fee schedule and expense reimbursement policy.



_____	_____
_____	_____
_____	_____
_____	_____



PHASE I ENVIRONMENTAL ASSESSMENT – ALL APPROPRIATE INQUIRY USER QUESTIONNAIRE

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the Brownfields Amendments to CERCLA), the User of a Phase I Environmental Site Assessment (ESA) must consider the issues discussed below as part of the User's All Appropriate Inquiry (AAI) to identify Recognized Environmental Conditions (RECs) associated with the Property. This information should be provided to the Environmental Professional conducting the Phase I ESA so that a complete report can be issued.

The User may decide not to provide this information to the Environmental Professional; however, the absence of the information will be noted in the Phase I ESA report and may affect assessment conclusions. Under these circumstances, it will be the User's responsibility to determine if the Phase I ESA results, combined with results from the tasks described below, is sufficient to satisfy the requirements of All Appropriate Inquiry as defined by federal statute and regulation.

Instructions:

1. Fill in all blanks.
2. Indicate "NA" (not applicable), if appropriate.
3. Attach additional pages with your signature if additional space is required.

Property Name: _____

Property Location: _____

County: _____ State: _____

Questionnaire Completed By/Title: _____

Company/ Phone Number: _____

On Behalf Of (if applicable): _____

Planned Date of Purchase/Lease (circle one): _____

Time Period of Site Knowledge: _____

2. Recorded Environmental Cleanup Liens and Activity/Use Limitations

The User is responsible to ascertain, through personal knowledge and/or a review of reasonably ascertainable recorded land and judicial records, if any environmental liens have been filed on the Property and if any activity or use limitations (AULs) have been placed on the Property because of environmental impact. You may engage a title company or other capable professional to undertake the review of reasonably ascertainable records on your behalf.

Have you conducted, or arranged to have conducted, a review of land title records in which recorded liens and activity/use restrictions would be revealed?

Yes No

If yes, please specify who conducted the review: _____

If yes, please specify the types and locations of records reviewed: _____

Based on your personal knowledge and reviews of title records, are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?

Yes No

Yes No

If yes, identify the land use limitations/restrictions: _____

3. Specialized Knowledge and Experience

Any specialized knowledge or experience of the User that could indicate, or create suspicion of, the presence environmental contamination on the Property must be considered as part of the AAI process. Specialized knowledge or experience includes familiarity with historic activities on the Property that could result in environmental impact, personal knowledge or experience that would indicate a risk of environmental impact associated with past Property uses, knowledge of the environmental history of the Property, and any other information that could indicate environmental impact or threat of environmental impact on the Property.

As the User of this environmental site assessment, do you have any specialized knowledge or experience related to the Property or adjoining properties?

Yes No

If yes, explain briefly: _____

4. Relationship of Purchase Price to Value

Historically, environmentally contaminated properties often have been sold at prices below market value to entice buyers to acquire the property, contamination, and resultant liabilities; therefore, if a property's sale price is significantly below market value without any obvious impairments or reasons for the reduced price, the potential for environmental impact as a cause of the reduced price must be evaluated.

Does the purchase price being paid for this Property reasonably reflect the fair market value of the property?

Yes No

If there is a significant negative difference, can you identify the reason for the reduced price versus value? If "No" the Property may be assumed to be contaminated.

Yes No

If yes, explain briefly: _____

5. Commonly Known or Reasonably Ascertainable Information

Have you become aware, through conversations, rumor, etc., of any commonly known or reasonably ascertainable information within the local community that would indicate the Property could be contaminated (e.g. types of past uses, presence of storage tanks, use of chemicals, environmental cleanups, etc.) or that any past event (e.g. fire, chemical spill, accident, etc.) could have resulted in environmental impact of the Property or adjoining properties.

- Yes No

If yes, explain briefly: _____

6. Proceedings Involving the Property

Do you, the User of this environmental site assessment, based on your knowledge and experience related to the property, have any knowledge of any of the following:

- Pending, threatened, or past litigation related to hazardous substances or petroleum products in, on or arising from the Property?

- Yes No

If yes, explain briefly: _____

- Pending, threatened, or past administrative proceedings related to hazardous substances or petroleum products in, on or arising from the Property?

- Yes No

If yes, explain briefly: _____

- Notices from any governmental entity regarding any possible violation of environmental laws or regulations or possible liability relating to hazardous substances or petroleum products in, on or arising from the Property?

- Yes No

SME Project No. _____

If yes, explain briefly: _____

Printed Name

Signature

Date

EXHIBIT B

PURCHASER (legal name) Stockbridge Downtown Development Authority

PURCHASER (legal name) _____

PURCHASER(S) Current Address 115 E. Elizabeth Street, Stockbridge, Michigan 49285

SELLING OFFICE Not applicable Phone _____ Office ID _____

SELLING AGENT _____ Phone _____ License# _____

LISTING OFFICE Glenn Brooke Realty, LTD. Phone _____ Office ID 180688

LISTING AGENT Marshall Phone _____ License# 121867

1. THE UNDERSIGNED hereby offers and agrees to purchase, subject to easements and restrictive covenants of record, the following property in the CITY VILLAGE TOWNSHIP of Stockbridge, County of Ingham, Michigan described as follows: 121 Herbert Street
Stockbridge, MI also known as _____
 Tax Code# 33421626108004 together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, venetian blinds, drapery hardware, curtain rods, attached mirrors, ventilating fixtures, screens, storm doors and windows, garage door openers (including transmitter(s), water softener (rental units excepted), built in kitchen equipment, heating unit including wood stove, attached humidifier, mail box, awnings, all TV antennae including rotor equipment, landscaping, wall to wall carpet, as well as the following personal property for which a bill of sale shall be given.

Included: _____ and to pay _____
 Excluded: _____
 therefore the sum of fifty-five thousand DOLLARS (\$55,000.00)

2. THIS OFFER IS MADE SUBJECT TO FINANCING TERMS AND SATISFACTORY COMPLETION OF THE FOLLOWING CONDITIONS AS MARKED

- CASH SALE Delivery of the statutory Warranty Deed conveying a marketable title. Payment of purchase money to be made by cashier's check or money order.
- CASH SALE OR NEW MORTGAGE Delivery of a statutory warranty deed conveying a marketable title. This agreement is contingent upon the Purchaser(s) being able to secure a _____ mortgage in the amount of \$ _____ for a term of _____ years and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser further agrees to apply for such mortgage within _____ calendar days from acceptance of this offer at his/her own expense and shall comply with all requirements of said lending institution in a timely manner. Purchaser shall deliver to Seller a copy of a non-contingent commitment from the lending institution within _____ calendar days from the date of acceptance of this offer. If a commitment from the lending institution is not obtained within the time limits set forth above, this offer may be declared void by either party and, provided that the failure to obtain a commitment is due to no fault of Purchaser, the deposit shall be returned to Purchaser.
- SALE TO EXISTING MORTGAGE - MORTGAGE ASSUMPTION WITH RELEASE OF LIABILITY (See Attached Addendum)
- SALE TO EXISTING MORTGAGE - MORTGAGE ASSUMPTION WITHOUT RELEASE OF LIABILITY (See Attached Addendum)
- SALE ON LAND CONTRACT/PURCHASE MONEY MORTGAGE (See attached addendum)
- LAND CONTRACT ASSUMPTION (See Attached Addendum)
- CASH SALE WITH BRIDGE LOAN/INTERIM FINANCING (See Attached Addendum)
- CONTINGENCY ON SALE AND CLOSING OF PURCHASER'S PROPERTY (No offer pending) (See Attached Addendum)
- CONTINGENCY ON CLOSING OF SALE ON PURCHASER'S PROPERTY (Sale Pending) (See Attached Addendum)
- OTHER (See Attached Addendum)

3. EARNEST MONEY The Broker is hereby authorized to present this offer and the deposit of \$5,000.00 as indicated (CASH _____) (CHECK# _____) or (OTHER _____) to be held by the Selling Broker under the rules promulgated under the Michigan Real Estate License Law.

BROKER'S ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT Received from the above named Purchaser the deposit money mentioned above which will be applied to the purchase price at closing or will be refunded if the foregoing offer and deposit are declined. If deposit is by check, it will be refunded to Purchaser within 10 business days after deposit into Broker's account. Broker _____ By _____ and commission will be paid to the Selling Broker as offered by this is a cooperative sale with Listing Broker in MLS# 27185846

4. POSSESSION to be given on or before 0 days after closing subject to the rights of tenants, if any. From the day after closing through the day of vacating the property as agreed, Seller shall pay as indicated 0 per day. The Listing Broker shall retain from the amount due Seller at closing the amount equal to 0 days of said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by date property is vacated and keys surrendered to Listing Broker. The parties acknowledge that the Broker has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding the occupancy deposit.

5. ADDITIONAL CONDITIONS (Mark If Applicable)
- Agency Disclosure Form attached
 - Subject property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body.
 - Listing Broker shall retain \$300.00 from the Seller at closing for water/sewer charges to date of occupancy. When the final bill is paid any unused portion will be returned to the Seller.
 - (Association Dues _____) (Condominium Fees _____) (Other _____) shall be prorated and adjusted to date of closing.
 - The closing of this sale shall take place as provided in the general conditions after removal of all financing contingencies, but in no event later than 05/01/2008.
 - FHA or VA Financing Addendum required (See addendum)
 - Seller's Disclosure Form received
 - Lead-based Paint Disclosure received
 - Home Warranty (excluded) (included) (to be paid for by _____)
 - Attorney package of the closing documents required at least 3 days prior to closing.
 - Fuel in tank(s) (is included in the sale price) (is not included in the sale price and fuel shall be prorated at time of possession)
 - This offer is Void if not accepted by _____
 - This is a Back-up offer (See attached Addendum)
 - Other Addendum(s) attached
 - Electronic signatures acceptable.
 - Facsimile signatures acceptable.

6. PROPERTY INSPECTION(S) Purchaser shall have the option for ** calendar days after acceptance of this agreement to have the property inspected and tested by inspector(s) of the Purchaser's choice and at the Purchaser's expense. Purchaser (DOES) (DOES NOT) choose to have the Property inspected at Purchaser's expense. The inspection(s) and test(s) may include, but are not limited to, building structure, mechanical systems, environmental items, water, septic and pest. If Purchaser is not satisfied with the result of any inspection, Purchaser shall notify Seller, in writing within 3 days following inspections that Purchaser (a) declares this agreement is null and void and the deposit shall be returned or (b) requests Seller to make specific repairs to remedy claimed defect(s). Failure to notify Seller of a defect within this time period shall constitute a waiver of this paragraph by the Purchaser and he shall accept the property AS IS. If the Seller is timely notified of a defect, he shall notify Purchaser, in writing, within 3 days, that Seller (a) will make the requested repairs(s) or (b) is unwilling to make the requested repair(s). If the seller declares his unwillingness to make the requested repair(s), Purchaser may (a) accept the property AS IS or (b) declare this Agreement null and void and the deposit shall be returned to Purchaser.

7. TITLE INSURANCE Seller shall provide Purchaser, at Seller's expense, an owner's policy of title insurance (with standard exceptions) (without standard exceptions). (Seller) (Purchaser) to pay cost of a staked/mortgage survey, if required. ALTA 1998 Expanded Coverage (Seller) (Purchaser to pay additional cost) in the amount of the purchase price. Seller will apply for a commitment for title insurance within 7 days after the date of this agreement. Upon receipt of the commitment, Purchaser shall have 7 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If the Seller is unable to remedy the defects within 30 days, this agreement shall terminate and the earnest money deposit shall be returned to Purchaser.

Purchasers Initials _____ Sellers Initials _____



PURCHASE AGREEMENT - GENERAL CONDITIONS (Continued from page # 1)

8. DEFAULT Purchaser agrees to close within 10 days after all contingencies are removed and title commitment has been issued, unless otherwise agreed in writing by all parties hereto.

9. CLOSING COSTS Unless otherwise provided in this agreement, it is agreed that Seller shall pay all State and county transfer taxes and costs required to convey clear title.

10. PRORATED ITEMS Seller shall be responsible for all real estate taxes for years prior to the year in which the closing occurs and the Purchaser shall be responsible for all real estate taxes for years after the year in which the closing occurs.

X In lieu of the proration method set forth in paragraph 10 above, see attached Addendum A

11. FEES OR CONSIDERATIONS Purchaser and Seller hereby acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of an abstract, home warranty, loan, mortgage, life, fire, theft, title insurance or other casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

12. ENTIRE AGREEMENT This agreement supersedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the Broker(s), his/her salesperson(s) or Broker's agents concerning the fitness and condition of the property.

13. CONDITION Until possession is delivered, Seller agrees to keep the property in substantially the same condition as of the date of this agreement and agrees to maintain heating, well, septic, plumbing, electrical system and other equipment in normal working order, to keep the roof watertight and maintain the grounds.

14. PARTIES BOUND The covenants herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties.

15. ADDITIONAL CONDITIONS:

* Earnest Money Deposit to be held by John Gormley, Attorney for the Stockbridge Downtown Development Authority.

See attached Addendum.

TIME IS OF THE ESSENCE
THIS IS A LEGALLY BINDING CONTRACT AND ALL PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO HAVE AN ATTORNEY REVIEW THE TRANSACTION ON THEIR BEHALF.

WITNESS PURCHASERS
X Stockbridge Dntn Developmt. Auth. (legal signature)
Print name
DATED X by Anne Hale, It's President (legal signature)
Print name

ACCEPTANCE - TO THE ABOVE NAMED PURCHASER(S) AND BROKER : The forgoing offer is accepted and the undersigned agree to sell the described premises on the terms stated. The earnest money deposit first recited above and all other deposits paid to Selling Broker by Buyer, shall be considered and used as earnest money, and shall be held by the Selling Broker under the terms of this Agreement and according to regulation of the Michigan Department of Commerce.

WITNESS SELLERS
X (legal signature)
Print name
Date X (legal signature)
Print name

Home Address
THE UNDERSIGNED PURCHASER(S) HEREBY ACKNOWLEDGES RECEIPT OF THE SELLER'S SIGNED ACCEPTANCE OF THE FOREGOING PURCHASE AGREEMENT.
DATED X X

COUNTER OFFER AND TIME LIMIT Counter Offer made by Seller(s) shall be valid until at If said counter offer is not accepted and written notice given to Listing Agent within said date and time, this offer will be null and void and all deposit moneys may be refunded.
Counter Offer made by Purchaser(s) shall be valid until at if said counter offer is not accepted and written notice given to Listing Agent within said date and time, this offer will be null and void and all deposit moneys may be refunded.

Disclaimer: This form is provided as a service of the Livingston Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Livingston Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

MARK APPLICABLE CLAUSES

BRIDGE LOAN/INTERIM FINANCING. This offer is contingent on the Purchaser's ability to obtain interim financing (bridge loan) in the amount of \$ _____ on his/her current residence located at _____. Purchaser shall apply for such financing within _____ days of this agreement. Purchaser shall remove this contingency by providing written confirmation from a lender that a commitment has been issued in the amount specified above within _____ days of the date of this agreement. If Purchaser does not remove this contingency within the time limit specified, the Seller may, upon written request by Purchaser, extend the time limit to obtain said commitment or this agreement shall, without further action by Seller, be null and void and all deposit moneys refunded to Purchaser. In the event Purchaser is denied an interim financing commitment, Purchaser shall furnish Seller with lender's verification of denial. Upon Seller's receipt of such denial, this agreement shall become null and void and all deposits refunded to Purchaser.

MORTGAGE ASSUMPTION WITH RELEASE OF LIABILITY. This offer is contingent upon the Purchaser being accepted by (lending institution) _____ as a qualified mortgagor on or before _____ and is further contingent upon the Seller being released from any personal liability on the existing mortgage note and upon mortgage to be assumed by Purchaser. Purchaser shall remove this contingency by providing written approval from the lender within the time limit specified. If Purchaser does not remove this contingency within the time specified, the Seller may, upon written request from Purchaser, extend the time limit specified or this agreement shall, without further notice by Seller, be null and void and all deposit moneys refunded to Purchaser. Purchaser agrees to supply credit information to the lender named above no later than _____ days after the date of this agreement and to apply for assumption of the mortgage within the same period. All mortgage assumption costs to be borne by the Purchaser. In the event Purchaser's application is denied, Purchaser shall furnish Seller with lender's verification of denial. Upon Seller's receipt of such denial, this Agreement shall become null and void and all deposits refunded to Purchaser.

MORTGAGE ASSUMPTION WITHOUT RELEASE OF LIABILITY This offer is contingent upon the Purchaser being accepted by (lending institution) _____ as a qualified mortgagor on or before _____ on an existing mortgage note and mortgage to be assumed by Purchaser. Purchaser shall remove this contingency by providing written approval from the lender within the time limit specified. If Purchaser does not remove this contingency within the time limit specified, the Seller may, upon written request from Purchaser, extend the time limit specified, or this agreement shall, without further notice by Seller, be null and void and all deposit moneys refunded to Purchaser. Purchaser agrees to supply credit information to the lender named above no later than _____ days after the date of this agreement and to apply for assumption of the mortgage within the same period. In the event Purchaser's application is denied, Purchaser shall furnish Seller with lender's verification of denial. Upon Seller's receipt of such denial this Agreement shall become null and void and all deposits returned to Purchaser. All mortgage assumption costs to be borne by the Purchaser. **SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER.**

LAND CONTRACT ASSUMPTION Purchaser shall assume the obligations of Seller as vendee under an existing land contract with (land contract vendor) _____ which land contract balance is approximately \$ _____. and provides for monthly payments of \$ _____ including interest at the rate of _____% per annum. The balance on the land contract as of the date of closing shall be deducted from the purchase price and the balance shall be paid by Purchaser in cash at closing. If required under the land contract, this offer is contingent upon Purchaser being accepted by land contract vendor as an assignee on or before _____ and (_____) is (_____) is not further contingent upon the Seller being released from any personal liability on the existing land contract to be assumed by the Purchaser. Purchaser shall remove this contingency by providing written approval from the vendor within the time limit specified. If Purchaser does not remove this contingency within the time limit specified, Seller may, upon written receipt from Purchaser, extend the time limit specified or this agreement shall, without further action by Seller, be null and void and all deposit moneys refunded to Purchaser. Purchaser agrees to supply credit information to the vendor named above no later than _____ days after the date of this agreement and to apply for assumption of the land contract within the same period.

SALE ON LAND CONTRACT/PURCHASE MONEY MORTGAGE. Seller shall finance Purchaser's purchase of the property on (_____) land contract (_____) purchase money mortgage). Purchaser shall pay \$ _____ down and the balance in monthly installments of \$ _____, which includes interest at the rate of _____% per annum. Purchaser will pay the entire balance within _____ years after closing and in addition _____ 1/12 of Seller's estimated annual real estate taxes will be paid directly by Purchaser each month by (_____) add back) (_____) escrow) (_____) real estate taxes will be paid by Purchaser). This Agreement is contingent upon Seller's approval of Purchaser's credit information, which shall be provided by Purchaser no later than _____ days after the date of this agreement. If Seller does not approve Purchaser's credit in writing within _____ days of receipt of Purchaser's credit information, this agreement shall be null and void and all deposit moneys refunded to Purchaser. **SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER AN EXISTING MORTGAGE OR LAND CONTRACT TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER.**

CONTINGENCY ON SALE OF PURCHASER'S PROPERTY (No offer pending) This agreement is contingent upon the sale and closing of the sale of Purchaser's present home located at _____ within _____ days from date of acceptance of this agreement. Purchaser acknowledges that the Seller's property will continue to be advertised and shown until this contingency is removed in writing. Should Sellers receive an acceptable second written offer to purchase the property, Seller agrees to give written notice to Purchaser by hand delivery, mail delivery or FAX delivery. Upon receipt of such notice, Purchaser shall have _____ hours to remove his contingency in writing, which written notice must be accompanied by evidence satisfactory to the Seller that Purchaser will be able to close the transaction within _____ days.

CONTINGENCY ON CLOSING OF SALE ON PURCHASER'S PROPERTY (Sale Pending) This agreement is contingent upon the closing of the Purchaser's property, which is now pending, located at _____, sold under an agreement dated _____ with _____ as Purchasers. If Purchaser herein does not close this sale, or otherwise remove this contingency in writing, on or before _____, Seller may, at the request of Purchaser, extend the time limit specified or this agreement shall, without further action by Seller, be null and void and all deposit moneys refunded to Purchaser.

WITNESS

X _____

DATED _____

WITNESS

DATED _____

PURCHASERS

X _____
(LEGAL SIGNATURE)

X _____
(LEGAL SIGNATURE)

SELLERS

X _____
(LEGAL SIGNATURE)

X _____
(LEGAL SIGNATURE)



ADDENDUM "A"
SPECIFIC CONTINGENCIES/CONDITIONS

This Addendum is attached to and made part of the Purchase Agreement dated 12/17/07 between the herein undersigned parties covering property located at: 121 Herbert Street.

THE OFFER TO PURCHASE IS SUBJECT TO AND CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED: (CHECK BOXES THAT APPLY)

Unless Purchaser notifies Seller (or Seller's Agent), in writing, of Purchaser's dissatisfaction of any of the following contingencies on or before the times herein specified, the contingency will be deemed WAIVED and this transaction shall proceed to closing. Upon proper notification, in writing, of Purchaser's dissatisfaction, Seller has the option to agree to remedy the problem or either party may terminate this agreement with full refund of the earnest money.

 TOWNSHIP OR CITY VERIFICATIONS

This offer is subject to Buyer's review and approval of taxes, present and future special assessments, SEV, zoning, school district and Homestead verifications within 3 business days of Seller's acceptance

 SUBDIVISION/CONDOMINIUM BY-LAWS/RESTRICTIONS/FEES

This offer is subject to Buyer's review and approval of By-law/Restrictions. Seller to provide within 3 business days of final acceptance and Buyer shall have 3 business days from receipt to review. This offer is also subject to Purchaser's investigation of Association information regarding current fees and possible increases of fees within 6 business days of final acceptance.

 Legal Description

Listing Agent to provide complete legal description within 3 business days of final acceptance.

 WARRANTIES/PLANS

Seller agrees to provide Purchaser copies as available of any home drawings/blueprints, landscaping/sprinkler plans, septic plans, well log, surveys, and any warranty information they have on all mechanicals, appliances, etc. for Purchaser's review during inspection period. Seller further agrees to give all available items to Purchaser at closing.

APPROVAL BY ATTORNEYS

This offer is subject to Buyer's and Seller's Attorney review and approval of contract language within 3 business days of final acceptance. Unless "letter of non-approval" is received from Buyer's or Seller's Attorney within said time frame, this transaction shall proceed to closing in accordance with the terms of the Purchase Agreement.

 PRE-APPROVAL

Buyer to provide pre-approval letter from Lender within 3 business days of Seller's acceptance. If not received within time frame or found to be unacceptable by Seller, then Seller may declare this offer void with full refund of Purchaser's deposit.

 APPRAISAL

This offer is subject to the home appraising at sale price or higher. If home does not appraise at sale price or higher, Buyer shall have the option to declare this offer void with full refund of deposit.

 BACK UP OFFER

All parties acknowledge this contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Purchaser or their agent of written notification. Seller agrees to notify Purchaser's agent in writing within 48 hours of dissolution of the first contract. Purchaser may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

Purchasers' initials _____
Sellers' initials _____

SURVEY

This offer is subject to Purchaser's receipt and satisfaction of a (Stake/Mortgage Report _____) survey of the subject property at the (_____ Purchaser's _____ Seller's) expense on or before _____.

PROPERTY TAX RIDER (Applicable for counties where taxes are paid in arrears only)
Taxes will be treated as if they cover the CALENDAR year in which they are first billed. Taxes first billed in years prior to the year of closing will be paid by seller without prorating. Taxes which are first billed in the year of closing will be prorated so the seller will pay taxes from the first of the year to closing date and the purchaser will pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the date of closing, the then current Taxable Value and tax rate plus any administrative fees will be substituted and prorated.

NOTICE OF REQUIREMENTS FOR UNPLATTED LAND (IF APPLICABLE)

"A person shall not sell a parcel of unplatted land unless the deed contains a statement as to whether the right to make further divisions exempt from the platting requirements of P.A. 87 of 1997 under Section 109 is proposed to be conveyed."

The undersigned hereby acknowledges that Section 109 (3&4 of P.A. 87 of 1997, commonly known as the Land Division Act, requires in part as follows:

1. The Grantor grants to the Grantee the right to make (insert "zero", or a specific number, as appropriate) _____ division(s) under Section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967.
2. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be in use and are protected by the Michigan Right to Farm Act.

CAUTION: If the space contained in Items 1 is left blank, the deed will **NOT** grant the right to any division.

It is further agreed that in the event additional splits are subsequently approved or may be approved by the local municipality, the seller waives any interest in said splits.

The Seller and Purchaser are advised that the number of divisions inserted in the statement may represent a maximum number of divisions being conveyed, and shall not be construed as a guarantee of the of the right to make all those divisions under Section 108 of the Land Division Act. Other factors, including land conditions and local ordinances may prohibit or reduce the number of divisions permitted for any given tract or parcel..

The Seller and Purchaser acknowledge that they are not relying upon any oral or written statements by the Broker or Salesperson as to the number of divisions permissible for the property, and that any number inserted by the Broker or Salesperson is at the direction of the Seller. The Seller and Purchaser further acknowledge that they have been advised to seek the advice of a professional to assist them in determining the correct and most beneficial number of divisions to convey.

PURCHASER(S):	DATE	SELLER(S):	DATE
_____	_____	_____	_____
_____	_____	_____	_____



REMOVAL OF SPECIFIC CONTINGENCIES/CONDITIONS

We, the undersigned Seller(s) and Purchaser(s), parties to a certain purchase agreement dated _____ and covering property commonly known as: 121 Herbert Street
Hereby remove the following contingency clause(s) with regard to: (check as applicable)

_____ **TOWNSHIP OR CITY VERIFICATIONS**

This offer is subject to Buyer's review and approval of taxes, present and future special assessments, SEV, zoning, school district and Homestead verifications within 3 business days of Seller's acceptance

_____ **SUBDIVISION/CONDOMINIUM BY-LAWS/RESTRICTIONS/FEEES**

This offer is subject to Buyer's review and approval of By-law/Restrictions. Seller to provide within 3 business days of final acceptance and Buyer shall have 3 business days from receipt to review. This offer is also subject to Purchasers investigation of Association information regarding current fees and possible increases of fees within 6 business days of final acceptance.

_____ **Legal Description**

Listing Agent to provide complete legal description within 3 business days of final acceptance.

_____ **APPROVAL BY ATTORNEYS**

This offer is subject to buyer's and Seller's Attorney review and approval of contract language within 3 business days of final acceptance. Unless "letter of non-approval" is received from Buyer's or Seller's Attorney within said time frame, this transaction shall proceed to closing in accordance with the terms of the Purchase Agreement.

_____ **PRE-APPROVAL**

Buyer to provide pre-approval letter from Lender within 3 business days of Seller's acceptance. If not received within time frame or found to be unacceptable by Seller, then Seller may declare this offer void with full refund of Purchaser's deposit.

_____ **APPPRAISAL**

This offer is subject to the home appraising at sale price or higher. If home does not appraise at sale price or higher, Buyer shall have the option to declare this offer void with full refund of deposit.

_____ **BACK UP OFFER**

All parties acknowledge this contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Purchaser or their agent of written notification. Seller agrees to notify Purchaser's agent in writing within 48 hours of dissolution of the first contract. Purchaser may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

_____ **SURVEY**

This offer is subject to Purchaser's receipt and satisfaction of a (Stake/Mortgage Report _____ survey of the subject property at the (___ Purchaser's ___ Seller's) expense on or before _____.

PURCHASER(S)	DATE	SELLER(S)	DATE
_____	_____	_____	_____
_____	_____	_____	_____



VACANT LAND ADDENDUM
SPECIFIC CONTINGENCIES/CONDITIONS

This Addendum is attached to and made part of the Purchase Agreement dated _____ between the herein undersigned parties covering property located at: 121 Herbert Street.

THE OFFER TO PURCHASE IS SUBJECT TO AND CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED: (CHECK BOXES THAT APPLY)

Unless Purchaser notifies Seller (or Seller's Agent), in writing, of Purchaser's dissatisfaction of any of the following contingencies on or before the times herein specified, the contingency will be deemed WAIVED and this transaction shall proceed to closing. Upon proper notification, in writing, of Purchaser's dissatisfaction, Seller has the option to agree to remedy the problem or either party may terminate this agreement with full refund of the earnest money.

TOWNSHIP OR CITY VERIFICATIONS

This offer is subject to Buyer's review and approval of taxes, present and future special assessments, SEV, zoning, school district and Homestead verifications within 3 business days of Seller's acceptance

SUBDIVISION BY-LAWS/RESTRICTIONS/FEEES

This offer is subject to Buyer's review and approval of By-law/Restrictions. Seller to provide within 3 business days of final acceptance and Buyer shall have 3 business days from receipt to review. This offer is also subject to Purchasers investigation of Association information regarding current fees and possible increases of fees within 6 business days of final acceptance.

Legal Description

Listing Agent to provide complete legal description within 3 business days of final acceptance.

APPROVAL BY ATTORNEYS

This offer is subject to Buyer's and Seller's Attorneys review and approval of contract language within 3 business days of final acceptance. Unless "letter of non-approval" is received from Buyer's or Seller's Attorney within said time frame, this transaction shall proceed to closing in accordance with the terms of the Purchase Agreement.

PRE-APPROVAL

Buyer to provide pre-approval letter from Lender within 3 business days of Seller's acceptance. If not received within time frame or found to be unacceptable by Seller, then Seller may declare this offer void with full refund of Purchaser's deposit.

PERCOLATION TEST (Check one box below)

This offer is subject to a percolation test satisfactory to the Purchaser from the _____ County Health Department at the (___ Purchaser's ___ Seller's) expense on or before _____.

___ Purchaser acknowledges receipt of evidence of an acceptable perk test on this property and further acknowledges that this offer is not subject to any further perk test.

INSPECTION AND PURCHASER'S SATISFACTION

Purchasers to investigate what permits will be necessary for the construction of the dwelling of their choice including, but not limited to, land use permits/building restrictions, driveway and building permits on or before _____

Purchaser(s) Initials _____

Seller(s) Initials _____



VACANT LAND - REMOVAL OF SPECIFIC CONTINGENCIES/CONDITIONS

TOWNSHIP OR CITY VERIFICATIONS

This offer is subject to Buyer's review and approval of taxes, present and future special assessments, SEV, zoning, school district and Homestead verifications within 3 business days of Seller's acceptance

SUBDIVISION BY-LAWS/RESTRICTIONS/FEEES

This offer is subject to Buyer's review and approval of By-law/Restrictions. Seller to provide within 3 business days of final acceptance and Buyer shall have 3 business days from receipt to review. This offer is also subject to Purchasers investigation of Association information regarding current fees and possible increases of fees within 6 business days of final acceptance.

LEGAL DESCRIPTION

Listing Agent to provide complete legal description within 3 business days of final acceptance.

APPROVAL BY ATTORNEYS

This offer is subject to buyer's and Seller's Attorney review and approval of contract language within 3 business days of final acceptance. Unless "letter of non-approval" is received from Buyer's or Seller's Attorney within said time frame, this transaction shall proceed to closing in accordance with the terms of the Purchase Agreement.

PRE-APPROVAL

Buyer to provide pre-approval letter from Lender within 3 business days of Seller's acceptance. If not received within time frame or found to be unacceptable by Seller, then Seller may declare this offer void with full refund of Purchaser's deposit.

PERCOLATION TEST (Check one box below)

This offer is subject to a percolation test satisfactory to the Purchaser from the _____ County Health Department at the (Purchaser's Seller's) expense on or before _____.

Purchaser acknowledges receipt of evidence of an acceptable perk test on this property and further acknowledges that this offer is not subject to any further perk test

INSPECTION AND PURCHASER'S SATISFACTION

Purchasers to investigate what permits will be necessary for the construction of the dwelling of their choice including, but not limited to, land use permits/building restrictions, driveway and building permits on or before _____.

BACK UP OFFER

All parties acknowledge this contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Purchaser or their agent of written notification. Seller agrees to notify Purchaser's agent in writing within 48 hours of dissolution of the first contract. Purchaser may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

SURVEY

This offer is subject to Purchaser's receipt and satisfaction of a (Stake/Mortgage Report) _____ survey of the subject property at the (Purchaser's Seller's) expense on or before _____.

ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT REMAIN THE SAME

PURCHASERS:	DATE	SELLERS	DATE
_____	_____	_____	_____
_____	_____	_____	_____

ADDENDUM

In reference to the PURCHASE AGREEMENT, EXCHANGE AGREEMENT, LEASE,
 COUNTER OFFER- covering the real property, business, premises - commonly
known as 121 E. Herbert Street, Stockbridge, Michigan

dated December 17 2007, between

Ila Minix, esq., Seller

and Stockbridge Downtown Development Authority, By Anne Hale, It's President

the undersigned parties hereby agree as follows:

**As per Item #6, Page 1 of the Purchase Agreement attached hereto, this offer is contingent upon a satisfactory environmental inspection of the property. The inspection shall consist of a Phase I study and up to, if necessary, a BEA; all environmental testing shall be at the expense of the Purchaser and shall be completed by March 30, 2008. Seller shall provide any documentation, access, or information available and shall agree to cooperate to complete the Environmental Testing in a timely manner.

Purchaser has requested a title commitment and subsequent title policy without exceptions and with Alta 1998 Expanded coverage. Survey, if required and Title commitment shall be at the expense of the Purchaser.

Purchaser agrees to pay any Title company document preparation fees at closing; Purchaser and Seller to share equally any other closing fees that may be assessed. Seller to pay transfer tax.

Upon receipt of satisfactory Environmental Testing results and satisfactory Title Commitment without exception, the Purchaser shall authorize Attorney Gormley to release the Earnest Money Deposit in full to the Seller as a non-refundable advanced deposit. Any monies so paid shall be applied to the purchase price at closing on behalf of the Purchaser. ONLY IN THE EVENT THE SELLER DEFAULTS ON THE TRANSACTION, shall the advanced deposit be refunded in full to Purchaser. Refund of the advanced deposit shall occur within 15 days of notice of default. Should Seller fail to refund the advanced deposit within the 15 day period, Seller will agree to pay the Purchaser's actual attorney fees and costs incurred in collection of advanced deposit plus seven (7) percent interest per annum on the advanced deposit from date of receipt.

This offer is contingent upon the successful amendment of the Stockbridge Downtown Development Authority's Tax Increment Finance Plan and any matters directly relating to the amendment of the plan. The Stockbridge Downtown Development Authority agrees to begin the Plan amendment process immediately. The amendment to the plan shall be completed by April 30, 2008

All trash and debris to removed from premises prior to closing and at Seller's expense. Buyer to walk through premises 48 hours prior to closing to confirm building is free of all trash and debris.

The close of this sale shall occur on or before May 1, 2008. The date of closing may be extended by mutual agreement and for reasons pertinent to this Purchase Agreement. Should the date of closing be extended for any reason other than those directly related to this Purchase Agreement or as a result of inaction by the Purchaser, the Seller shall be responsible for the tax proration to the original date of closing, May 1, 2008.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement of Sale.

DATED: _____ TIME: _____ DATED: _____ TIME: _____

Purchaser _____ Seller

Purchaser _____ Seller
Witness _____ Agent Witness _____ Agent

Adopted
4/1/2009

**SDDA REVISED 2009 DEVELOPMENT PLAN
AND TAX INCREMENT FINANCING PLAN
AMENDMENT TO INCORPORATE NEW PROJECTS**

Pursuant to the requirements of MCL 125.1664 (2), the Stockbridge Downtown Development Authority (hereinafter, "SDDA") recommends the following amendments be incorporated into the SDDA's Development Plan:

1. The boundaries of the Plan's Tax Increment Finance District are set forth in the map contained on page iv of the July 3, 1995 Plan Amendment and are not altered by this Amendment.
2. The location and extent of existing streets and other public facilities within the development area are set forth in the maps contained on pages 12 B 14 of the original Plan. The SDDA's District Zoning Map is contained on page 13. The map sets forth the designated location, character, and extent of the categories of public and private land uses existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses. The legal description of the development area is described as being located in the Village of Stockbridge, County of Ingham, to wit:

See Legal Description of the District contained in Pages 24-26 of the July 3, 1995 Plan Amendment; and which are not changed in this Amendment.

3. The description of the existing improvements in the area to be demolished, repaired, or altered, a description of any repairs or alterations, and an estimate of the time required for completion.

The purpose of this Amendment is to incorporate three new projects into the plan:

- 3.1 Phase I of the *M-52 Pedestrian Pathway Project* – The Amendment calls for installation of sidewalks and a wooden Pedestrian Bridge over Brownell Drain along the east side of Clinton Road (M-52). Topographic mapping, design, and easement acquisition shall be completed by the end of April 2009. Engineering shall commence in April 2009 and be completed by the end of May 2009. Municipal services shall also be completed by the end May of 2009. Bids shall be awarded and demolition will be completed by the end of June 2009. Site work will be completed by the end of August 2009. Bridge construction on completion of any options shall be completed by the end of October 2009. Landscaping will be completed by April 2010. See the attached Spreadsheet labeled as **Exhibit C** for a breakdown of costs and associated timetable, which is incorporated as a substantive part of the Plan.
- 3.2 Minix Building Parking Lot B -- The SDDA purchased the Minix Building Property [commonly known as 121 Herbert Street] in 2008, with the intention of tearing down the existing structure and constructing a parking lot. The structure is being

demolished in 2009 for under \$15,000.00, pursuant to the authority in the 2008 Plan Amendment. Demolition shall proceed and be completed by the end of May 2009. Design and engineering shall commence by May 2009. Bids will be awarded in June 2009. Design and engineering shall be completed by the end of July 2009. Site work shall commence by August 2009 and be completed by November 2009. Landscaping and any other loose ends shall be completed by May 2010. See the attached Spreadsheet labeled as **Exhibit C** for a breakdown of costs and associated timetable, which is incorporated as a substantive part of the Plan.

3.3 Birchmeier Property B the property [commonly known as 146 South Clinton, Stockbridge] is vacant land, in a dilapidated condition, and is an eyesore in the business district. It is for sale by owner and is vacant. The SDDA is authorized under this Amendment to offer to purchase the home from \$0.00 up to \$40,000.00 on or after July 1, 2009. The property has a tax identification number of 33-42-16-27-233-019 and is located in the tax increment finance district. If the purchase occurs, this Plan Amendment requires the SDDA to spend up to \$12,000.00 for demolition of the site by the end of December 2009, with landscaping to be completed by April of 2010. The SDDA would then hold the site as a green space, until a higher and better use was identified. The Plan would relieve a blighted condition in the downtown district. If the SDDA explores offers to rehabilitate the structure from private developers prior to demolition, it shall make a decision about such rehabilitation and the need for demolition by the end of December 2009 so as not to push the timetable for this project back.

4. The description of the location, extent, character, and estimated cost of the improvements, including rehabilitation, contemplated for the development area and an estimate of the time required for completion, signage or signalization.

4.1 The Phase I sidewalk improvements are located on the east side of Clinton Street (M-52) from the northeast corner of Center Street south, to the north entrance to Ransom's Grocery Store [1001 South Clinton Street] (see **Exhibit A**). Except for the bridge over the Brownell Drain, the entire project is proposed to be located in the right-of-way of Clinton Street. The SDDA proposes to secure easements necessary to install the proposed bridge from private property. The project is projected to cost \$225,000.00 and to be completed by April 2010. [See the attached Spreadsheet labeled as **Exhibit C** for a breakdown of costs and associated timetable, which is incorporated as a substantive part of the Plan.] While the specifics of Phase II are being left to a future plan amendment, it is generally anticipated to continue south on Clinton Street (M-52) from the north end of 1001 South Clinton to the northeast corner of Green Street, where it will turn east and run along the north side of Green Street to its termination point on the east side of Bird Drive. A Phase II sidewalk plan has been envisioned from the north end of 1001 South Clinton to the McDonald's restaurant, but the specifics of such a plan would be the subject of a future plan amendment.

4.2 **Minix Building Parking Lot B** the SDDA purchased the Minix Building Property [commonly known as 121 Herbert Street] in 2008, with the intention of tearing down the existing structure and constructing a parking lot, which would include some green space. The structure is being demolished in 2009 for under \$15,000.00, pursuant to the authority in the 2008 Plan Amendment. The SDDA anticipates being able to complete this project for \$146,800.00. (see **Exhibit B** and the attached spreadsheet labeled as **Exhibit C** for a breakdown of costs and associated timetable, which is incorporated as a substantive part of the Plan.)

4.3 **Birchmeier Property** -- The property located at 146 South Clinton, Stockbridge is in a dilapidated condition and is an eyesore in the business district. It is for sale by owner and is vacant. The SDDA is authorized under this amendment to offer to purchase the home between \$0.00 up to \$40,000.00 on or after July 1, 2009. The property has a tax ID # of 33-42-16-27-233-019 and is located in the tax increment finance district. If the purchase occurs, the Plan Amendment calls for the SDDA to spend up to \$12,000.00 for demolition by the end of December 2009. An additional expenditure of up to \$10,000 may be made to landscape and further rehabilitate the property by April 2010. The SDDA would then hold the site as a green space, until a higher and better use was identified. The Plan would relieve a blighted condition in the downtown district. Alternatively, the SDDA may explore offers to rehabilitate the structure from private developers prior to demolition prior to the end of December of 2009.

5. The following is a statement of the construction, or stages of construction, planned and the estimated time for completion of each stage.

January 2009:

- Pedestrian Pathway Project – Topographic Mapping
- Pedestrian Pathway Project – Design

February 2009:

- Minix Building/Parking Lot – Demolition

April 2009:

- Pedestrian Pathway Project – Easements
- Pedestrian Pathway Project – Engineering Begins

May 2009:

- Pedestrian Pathway Project – Engineering Begins
- Pedestrian Pathway Project – Municipal Services
- Minix Building/Parking Lot – Design/Engineering

June 2009:

- Pedestrian Pathway Project –Demolition
- Pedestrian Pathway Project –Awarding of Bids
- Minix Building/Parking Lot – Awarding of Bids

July 2009:

- Minix Building/Parking Lot – Design/Engineering
- Birchmeier Property – Acquire Property

August 2009:

- Birchmeier Property – Demolish Property¹
- Pedestrian Pathway Project –Site Work
- Minix Building/Parking Lot –Site Work

October 2009:

- Pedestrian Pathway Project – Bridge Construction
- Pedestrian Pathway Project – Options, if any

November 2009:

- Minix Building/Parking Lot – Site Work

April 2010:

- Birchmeier Property – Landscape Property
- Pedestrian Pathway Project – Landscaping

May 2010:

- Minix Building/Parking Lot – Landscaping

6. The description of any parts of the development area to be left as open space and the use contemplated for the space is contained in Section 1.1.1 of the 2001 Plan Amendment.

6.1 On a temporary basis the Birchmeier property will be held as green space, unless it is rehabilitated. Otherwise, this section is not changed.

7. The following is a description of any portion of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

N/A

8. The following is a description of desired zoning changes, and changes in streets, street levels, intersections, or utilities.

¹ The planning for the demolition of this home can be start by the SDDA at any time after the acquisition has been completed, along with discussion about rehabilitation of the structure. The demolition or a decision to rehabilitate must be completed December 31, 2009.

8.1 This section is being amended, as set forth in the diagrams attached at **Exhibit A**, showing the new sidewalk and how it will effect streets, street levels, and intersections.

9. The following is an estimate of the costs of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing. The estimated cost of the following developments is \$433,0002:

The SDDA proposes to finance a portion of the sidewalk project, the Minix Building Park Lot project, and the Birchmeier Property Project from: 1) an intergovernmental loan, 2) the sale of tax increment bonds and/or 3) other legally permissible methods of financing.

So that funding will not be an obstacle to the timely completion of the projects described herein, the SDDA will consider obtaining an intergovernmental loan to cover any projected budgetary shortfalls during the completion of the projects. The SDDA will not delay any of the projects described herein due to a lack of funds unless it has previously brought such funding shortfall to the attention of the Village Council for discussion of an intergovernmental loan.

A bond sale would be for tax increment bonds issued by the SDDA, as approved by Resolution of the Village, for no more than \$308,120.00³ and be purchased by either: 1) a bank/lending institution, 2) a private buyer of such bonds, and/or 3) any other person or entity legally able to purchase said tax increment bonds. These bonds would be backed solely by a Tax Increment Revenue Pledge from the SDDA. The private bonds will be issued in 2009 or 2010 and have a 0 to 15 year amortization schedule, with no penalty for early re-payment. The SDDA, by resolution, will pledge its tax increment revenues towards the repayment of these bonds over the term of the bonds (0 -15 years) with a maximum interest rate not to exceed 8.5%. The SDDA shall adopt a resolution stating its intent to reimburse any expenditures on the project with proceeds from the above stated private bonds/notes. The remaining portion of the funds for these four projects will come from fund balances and tax increment revenues on a "pay as you go basis".

The proposed Business Loan Fund and the Incubator Business Fund will be funded from tax increment revenues on a "pay as you go basis".

The SDDA may also utilize any of the following financing mechanisms to finance these projects:

- a. Tax increment revenue bonds issued by the Village pursuant to Section 16(1) of the DDA Act;

² See the attached Spreadsheet labeled as Exhibit C for a complete breakdown of costs and associated timetable, which is incorporated as a substantive part of the Plan.

³ The total cost of all three projects proposed to be financed, in part with bonds, is \$593,120.00. The SDDA has available \$285,000.00 in its budget for these three projects in the 2009-2010 fiscal years. Thus, the SDDA will need to sell Tax Increment Bonds in an amount not to exceed \$308,120.00 [\$593,120.00 - \$285,000], or pursue another option, such as in intergovernmental loan, to finance all three of the above projects.

- b. Tax increment revenue bonds issued by the SDDA pursuant to Section 16(2) of the DDA Act;
- c. Other advances from the Village repayable from tax increment revenues of the SDDA, which advances may be financed through obligations incurred by the Village under the Local Building Authority Act or other authorizing statutes;
- d. Tax increment revenues on a pay-as-you-go basis; and
- e. Federal or State grants or contributions.

Given the level of the SDDA's gross tax increment revenues and the low level of the SDDA bonded indebtedness, the ability of the Authority to arrange financing of the \$308,120.00 through the above sources in 2009 or 2010 is very likely.

The maximum level of indebtedness the SDDA is authorized to incur under this Plan is Six Hundred Thousand Dollars (\$600,000.00). The SDDA currently has approximately \$215,000.00 in previously issued debt.

- 10. The following is a designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken, if the information is available to the authority.

10.1 The SDDA intends to keep the sidewalk and bridge, Birchmeier lot [unless rehabilitated], and Minix parking lot (once completed), so there is no change to this paragraph for those projects.

10.2 The SDDA intends to transfer to the Village the Wood Street Parking Lot [Parcel 33-42-16-27-233-022] for use as a public parking lot and the vacant parcel of land at the northeast corner of Main Street and Center Street [Parcel 33-42-16-26-109-006] for the future development of a public parking lot, both of which were purchased and/or created under prior plan amendments.

- 11. The procedures for bidding for the leasing, purchasing, or conveying, in any manner, of all, or a portion, of the development upon its completion, if there are no express or implied agreements between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed, in any manner, to those persons.

11.1 The SDDA intends to keep the new municipal parking lot, vacant Birchmeier lot, the new sidewalks and bridge (once completed) so there is no change to this paragraph.

11.2 The SDDA intends to transfer the Wood Street parking lot and the vacant parcel set forth in 10.2 to the Village for the operation of current and future public parking lots, so no procedure for bidding or leasing is required.

12. It is estimated that there are less than 100 persons and families residing in the development area. It is estimated that zero (0) persons or families residing in the development area will be displaced.

Since the Plan does not call for the acquisition of occupied residential property, the Plan does not include a survey of the families or individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

13. The following constitutes the plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

Because of the answer to Section 12, no plan for establishing priority for relocation is required.

14. The following shall constitute the provisions for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the *Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, being Public Law 91-646, 42 U.S.C. Sections 4601, *et seq.*

Because of the answer to Section 12, no provision for the costs of relocating persons displaced is included.

15. No persons are being relocated in the development area, but any future relocation will be done in compliance with Act No. 227 of the *Public Acts of 1972*, being Sections 213.321 to 213.332 of the Michigan Compiled Laws.

16. This Plan Amendment also provides for the following other material that the authority, local public agency, or governing body, considers pertinent:

16.1 Loan Fund

The SDDA hereby establishes a loan fund to assist existing businesses and buildings located within the SDDA's Downtown Business District. The assistance may take the form of a loan to improve an existing building to make it marketable for sale or lease within the Downtown Business District for the use in whole or part of any public or private person, corporation, or combination thereof (MCL 125.1657 (q)).

Under the terms of the SDDA Revolving Loan Fund, the SDDA will loan qualified entities money and enter into repayment contracts (notes) and take an interest in real

or personal property (security agreements), as the SDDA determines reasonably necessary to achieve the purpose of the Act and this Loan Fund Program (MCL 125.1657 (q)). The exact terms and conditions of the Revolving Loan Fund, including an application process, shall be established and amended from time to time by Resolution of the SDDA. The revenue stream the SDDA will be using to fund the above loans will come from tax increment revenues, pursuant to MCL 125.1661 (1) (e). The SDDA shall not have more than \$100,000.00 in aggregate loan fund money loaned out at any one time under this program.

16.2 Incubator Business Program:

The SDDA hereby expresses its determination to create an incubator business program, operate same, and fund it from existing tax increment revenues. The Incubator Business Program shall operate in the SDDA's downtown business district. The program shall give preference to tenants who will provide goods or services that are not currently served or that are underserved in the downtown area (MCL 125.1657 (r)).

Under the terms of the SDDA Incubator Business Program, the SDDA and the Incubated Business will enter into a written agreement that includes, but is not limited to:

- A. the lease or rental rate that may be below the fair market rate, as determined by the Board;
- B. the requirement that a tenant may lease space in the retail business incubator for a period not to exceed 18 months;
- C. the terms of a joint operating plan with one or more other businesses located in the downtown district;
- D. a copy of the business plan of the tenant that contains measurable goals and objectives;
- E. the requirement that the tenant participate in basic management classes, business seminars, or other business education programs offered by the SDDA, the local chamber of commerce, local community colleges, or institutions of higher learning.

The exact terms and conditions of the Incubator Business Program, including an application and selection process, and meeting goals A - E, shall be established and amended from time to time by Resolution of the SDDA. The revenue stream the SDDA will be using to fund the above program shall come from tax increment revenues, pursuant to MCL 125.1661 (1) (e). The SDDA shall not spend more than \$100,000.00 in aggregate incubating businesses at any one time under this program.

17. This Development Plan does not provide for improvement related to a qualified facility, as defined in the *Federal Facilities Development Act*, Act No. 275 of the *Public Acts of 1992*.

18. The original 1986 Plan states that its duration will “terminate upon the completion of those projects specified in the development schedule (Table 1).” The 1992 Plan Amendment does not appear to have addressed the duration of the Plan. The 1995 Plan Amendment states that the “duration of the Plan is limited to the implementation of the goal [sic] and objectives.” Pursuant to the 2004 Amendment, the capturing of tax increment revenues shall continue through taxes levied in 2014, or such later year when all obligations of the SDDA payable from tax increment revenues have been retired or satisfied. The Development Plan shall be effective until the purposes of the Development Plan are completed. Because this Plan anticipates a Phase II to the sidewalk project, and there are other unfinished Projects in the Plan, it is now anticipated that the Plan will need to be extended beyond 2014 to at least 2020. Therefore, this Amendment is anticipated to extend the Plan until 2020.
19. The estimated impact of tax increment financing on all taxing jurisdictions in which the SDDA’s Development Area was originally addressed by the SDDA in previous amendments. This Amendment provides updated information in regard to this matter through 2020 (see Exhibit C). Additionally, the SDDA states:

Tax increment financing permits the SDDA to capture Tax Increment Revenues (as defined below) attributable to increases in the value of real and personal property in the Development Area. The tax increment finance procedure is governed by Act 197 of the *Public Acts of 1975*, as amended (the “DDA Act”). The procedures outlined below are the procedures provided by the DDA Act effective as of the date this Plan is adopted, but are subject to any changes imposed by future amendments to the DDA Act.

The Tax Increment Revenues are generated when the Current Assessed Value of all properties within the Development Area exceed the Initial Assessed Value of the properties. The amount in any one year by which the Current Assessed exceeds the Initial Assessed Value is the Captured Assessed Value.

Initial Assessed Value: When the Village Council enacted the Original Plan by Ordinance in 1986, the Initial Assessed Value of Development Area was established as the assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time that Ordinance was approved, as shown by the then most recent assessment roll of the Village for which equalization had been completed, prior to the adoption of the 1986 Original Plan by Ordinance. Property exempt from taxation at the time of the determination of the Initial Assessed Value was included as zero. However, in determining the Initial Assessed Value, property for which a “specific local tax” was paid in lieu of a property tax was not considered to be property that was exempt from taxation. A “specific local tax” is defined in the DDA Act and includes “Industrial Facilities Taxes” levied under 1974 PA 198, taxes levied under the *Technology Park Development Act*, 1984 PA 385, and taxes levied on lessees and users of tax-exempt property under 1953 PA 189. The Initial Assessed Value or Current Assessed Value of property subject to a specific local tax was determined by calculating the quotient of the specific local tax paid divided by the *ad valorem* millage rate, or by other method as prescribed by the state tax commission.

Current Assessed Value: Each year the “Current Assessed Value” of the Development Area will be determined. The Current Assessed Value of the Development Area is the taxable value of the property in the Development Area.

Captured Assessed Value: The amount by which the Current Assessed Value exceeds its Initial Assessed Value in any one year is the “Captured Assessed Value.”

Tax Increment Revenues: For the duration of the Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of the Development Area. The SDDA will receive that portion of the *ad valorem* tax levy of all taxing jurisdictions on the Captured Assessed Value of the taxable property in the Development Area, other than the State, local school district, intermediate school district tax levies, and specific local taxes attributable to such *ad valorem* property taxes (the “Tax Increment Revenues”), subject to limitations and exemptions which may be contained in the DDA Act, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value.

Increases in the Current Assessed Values which generate Tax Increment Revenues can result from any of the following:

- a. Construction of new developments.
- b. New rehabilitation, remodeling, alterations, or additions.
- c. Increases in property values which occur for any other reason.

Tax Increment Revenues can be used as they accrue annually, can be held to accumulate amounts necessary to make improvements described in the Plan, or can be pledged for payment of bonds or notes issued by the SDDA or the Village under the DDA Act. Further, the SDDA may not borrow money or issue revenue notes without the prior approval of the Village. The SDDA may expend tax increment revenues only in accordance with this Plan; surplus revenues revert proportionally to the respective taxing jurisdictions.

20. **Adoption of these Amendments.** The Village of Stockbridge, before adopting an Ordinance approving these 2009 Amendments, shall hold a public hearing on this development plan and seek input and approval from the Citizens Advisory Committee, if one forms. At the time of the hearing, the Village Council shall provide all interested persons an opportunity to be heard and shall receive and consider communications in writing with reference thereto. The hearing shall provide the fullest opportunity for expression of opinion, for argument of merits, and for introduction of documentary evidence pertinent to the development plan. The Village Council shall make and preserve a record of the public hearing, including all data presented at that time. All provisions of the Original 1986 Plan, 1992 Plan Amendment, 1995 Plan Amendment, 2004 Plan Amendment, 2006 Plan Amendment, and 2008 Plan

Amendment not modified by these amendments to the Plan shall remain in full force and effect.

Drafted By:
John L. Gormley (P-53539)
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

G:\clients\Municipalities\Stockbridge DDA\Plan Amendment\2009 Plan Amendment\2009 plan amend rev 6.wpd

EXHIBIT A

EXHIBIT B



CIVIL ENGINEERS LAND SURVEYORS
2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9483
(810) 227-9533 FAX (810) 227-9460
EMAIL: desine@desineinc.com

**ENGINEER'S OPINION OF PROBABLE SITE CONSTRUCTION COSTS
M-52 PEDESTRIAN PATHWAY PROJECT PHASE 1
VILLAGE OF STOCKBRIDGE
INGHAM COUNTY, MICHIGAN
December 10, 2008**

This "Engineer's Opinion of Probable Site Construction Costs" has been prepared for the anticipated civil site improvements for Phase 1 of the Village of Stockbridge M-52 Pedestrian Pathway Project. The anticipated civil site improvements and estimated amounts presented herein are based on the Conceptual Development Plan for the Village of Stockbridge M-52 Pedestrian Pathway dated December 10, 2008 as prepared by Desine Inc.

The anticipated cost for Phase 1 of the Village of Stockbridge M-52 Pedestrian Pathway Project is summarized below. Please see the itemized list of work items attached herein for additional information.

WORK CATEGORIES:

ANTICIPATED COST:

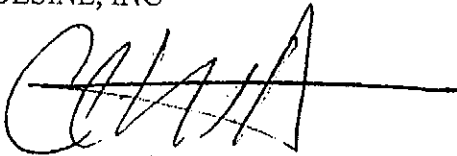
Professional and Municipal Services:	\$ 50,000.00
Demolition Work:	\$ 14,700.00
Site Work:	\$135,500.00
Landscaping and Restoration Work:	<u>\$ 16,500.00</u>
Subtotal without Options:	\$216,700.00
Contingency Fund (+/-10%):	<u>\$ 21,700.00</u>
Anticipated Total Cost without Options:	\$238,400.00
Option 1 – M-52 Decorative Crosswalk:	\$ 3,600.00
Option 2 – Center Road Decorative Crosswalk:	\$ 2,100.00
Option 3 – Apartment Driveway Decorative Crosswalk:	\$ 2,200.00
Option 4 – Trail Head Seating Area:	<u>\$ 12,300.00</u>
Subtotal with Options:	\$236,900.00
Contingency Fund (+/-10%):	<u>\$ 23,700.00</u>
Anticipated Total Cost with Options:	\$260,600.00

Village of Stockbridge
M-52 Pedestrian Pathway Phase 1
Engineer's Opinion of Probable Site Construction Costs
December 10, 2008
Page 2 of 2

The anticipated cost of work presented herein is based on published typical construction costs and/or actual bid prices received for similar civil site improvement projects within southeastern Michigan. The estimated amounts and anticipated costs outlined herein are further based upon anticipated material specifications and construction of all Phase 1 site improvements during the 2009 regular construction season. Actual costs may vary due to final engineering and design, material specifications, municipal agency requirements, permit requirements and/or time of construction.

This Engineer's Opinion of Probable Site Construction Costs has been prepared by:

DESINE, INC

A handwritten signature in black ink, appearing to read 'C.A. Grzenkowicz', with a long horizontal line extending to the right from the end of the signature.

Christopher A. Grzenkowicz, P.E.

**ENGINEER'S OPINION OF PROBABLE
SITE CONSTRUCTION COSTS
VILLAGE OF STOCKBRIDGE
M-52 PEDESTRIAN PATHWAY PHASE 1**

Item	Professional & Municipal Services	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
P1	Topographic mapping	1	LS	8,000.00	8,000.00
P2	Engineering and design	1	LS	11,500.00	11,500.00
P3	Soil borings	1	LS	2,500.00	2,500.00
P4	Construction management	1	LS	6,500.00	6,500.00
P5	Construction layout	1	LS	3,500.00	3,500.00
P6	Easement documents	1	LS	3,500.00	3,500.00
P7	Construction materials testing	1	LS	3,500.00	3,500.00
P8	Municipal plan review & permit fees	1	LS	3,000.00	3,000.00
P9	Legal / Attorney fees	1	LS	8,000.00	8,000.00
Estimated Professional & Municipal Services Cost :					\$50,000.00

Item	Demolition Work	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
D1	Saw cut back of curb	35	LF	5.00	175.00
D2	Saw cut curb cross section	4	Each	16.00	64.00
D3	Saw cut concrete sidewalk +/- 4" thick	8	LF	3.00	24.00
D4	Saw cut bituminous driveway +/- 3" thick	203	LF	1.50	304.50
D5	Saw cut concrete driveway +/- 6" thick	12	LF	4.25	51.00
D6	Remove and dispose concrete curb	37	LF	7.00	259.00
D7	Remove and dispose concrete walk	9	SY	15.00	135.00
D8	Remove and dispose bituminous driveway	215	SY	7.00	1,505.00
D9	Remove and dispose concrete driveway	129	SF	17.00	2,193.00
D10	Remove and dispose sign post & base	1	Each	350.00	350.00
D11	Remove and dispose trees including stumps	1	LS	1,660.00	1,660.00
D12	Remove utility pole (no existing lines)	1	Each	1,550.00	1,550.00
D13	Remove and dispose 12" CMP culvert	51	LF	9.50	484.50
D14	Remove and relocate street sign	1	Each	200.00	200.00
D15	Remove and relocate mailbox	11	Each	50.00	550.00
D16	Remove and relocate existing fire hydrant	3	Each	1,600.00	4,800.00
D17	Remove and relocate driveway market posts	2	Each	50.00	100.00
D18	Remove and relocate "Welcome" sign	1	Each	250.00	250.00
Estimated Demolition Work Cost :					\$14,655.00

**ENGINEER'S OPINION OF PROBABLE
SITE CONSTRUCTION COSTS
VILLAGE OF STOCKBRIDGE
M-52 PEDESTRIAN PATHWAY PHASE 1**

Item	Site Work	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
S1	Traffic control measures	1	LS	3,000.00	3,000.00
S2	Silt fence	250	LF	2.00	500.00
S3	High back concrete curb & gutter	39	LF	15.00	585.00
S4	4" Concrete sidewalk, base, subgrade prep.	5800	SF	4.00	23,200.00
S5	6" Concrete sidewalk, base, subgrade prep.	748	SF	5.00	3,740.00
S6	Cast iron detectable warning insets	9	Each	300.00	2,700.00
S7	4" Decorative concrete, base, subgrade prep.	549	SF	9.00	4,941.00
S8	3" Bituminous driveway, base, subgrade prep.	2751	SF	2.00	5,502.00
S9	2' wide Gravel shoulder 8" thick	1580	SF	1.00	1,580.00
S10	12" RCP storm sewer	60	LF	30.00	1,800.00
S11	12" RCP flared end section	2	Each	375.00	750.00
S12	Timber pedestrian bridge 8' wide	1	LS	76,000.00	76,000.00
S13	Decorative light pole 12' high Granville style	2	Each	3,500.00	7,000.00
S14	Park Bench 6' long wood w/ cast Iron supports	2	Each	1,000.00	2,000.00
S15	Trash receptacle 24" diam. decorative steel	2	Each	750.00	1,500.00
S16	Stripe cross walk	176	LF	0.50	88.00
S17	Cross walk signage	1	LS	570.00	570.00

Estimated Site Work Cost : \$135,456.00

Item	Landscaping and Restoration Work	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
L1	Maple Tree 2.5" caliper	23	Each	250.00	5,750.00
L2	Pear Tree 2" caliper	1	Each	225.00	225.00
L3	Perennial beds	191	SF	25.00	4,775.00
L4	Hedge shrubs	60	Each	50.00	3,000.00
L5	Hardwood mulch	2	CY	45.00	90.00
L6	Topsoil for plantings	3	CY	18.00	54.00
L7	Restoration - top soil, finish grade, hydro-seed	1	LS	2,600.00	2,600.00

Estimated Landscaping and Restoration Cost : \$16,494.00

**ENGINEER'S OPINION OF PROBABLE
SITE CONSTRUCTION COSTS
VILLAGE OF STOCKBRIDGE
M-52 PEDESTRIAN PATHWAY PHASE 1**

OPTION 1:					
Item	M-52 (Clinton Road) Decorative Crosswalk	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
O1	Traffic Control Measures	1	LS	500.00	500.00
O2	Saw cut deep strength bituminous pavement	66	LF	5.75	379.50
O3	Remove and dispose bituminous pavement	26	SY	16.75	435.50
O4	Excavate for base and haul spoils	26	SY	3.75	97.50
O5	Prepare subgrade, place and prepare base	26	SY	4.50	117.00
O6	Concrete accent bands 8" thick	66	SF	6.00	396.00
O7	Decorative concrete 8" thick	165	SF	10.00	1,650.00
Estimated M-52 Decorative Crosswalk Cost :					\$3,575.50

OPTION 2:					
Item	Center Road Decorative Crosswalk	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
O8	Traffic Control Measures	1	LS	250.00	250.00
O9	Saw cut bituminous pavement +/- 3" thick	52	LF	1.50	78.00
O10	Remove and dispose bituminous pavement	20	SY	7.00	140.00
O11	Excavate for base and haul spoils	20	SY	4.75	95.00
O12	Prepare subgrade, place and prepare base	20	SY	3.75	75.00
O13	Concrete accent bands 6" thick	52	SF	4.50	234.00
O14	Decorative concrete 6" thick	130	SF	8.75	1,137.50
Estimated Center Road Decorative Crosswalk Cost :					\$2,009.50

OPTION 3:					
Item	Apartment Driveway Decorative Crosswalk	Estimated Amount	Unit	Estimated Unit Price	Estimated Cost
O15	Traffic Control Measures	1	LS	150.00	150.00
O16	Saw cut bituminous pavement +/- 3" thick	58	LF	1.50	87.00
O17	Remove and dispose bituminous pavement	23	SY	7.00	161.00
O18	Excavate for base and haul spoils	23	SY	4.75	109.25
O19	Prepare subgrade, place and prepare base	23	SY	3.75	86.25
O20	Concrete accent bands 6" thick	58	SF	4.50	261.00
O21	Decorative concrete 6" thick	145	SF	8.75	1,268.75
Estimated Apartment Driveway Decorative Crosswalk Cost :					\$2,123.25

**ENGINEER'S OPINION OF PROBABILE
SITE CONSTRUCTION COSTS
VILLAGE OF STOCKBRIDGE
M-52 PEDESTRIAN PATHWAY PHASE 1**

OPTION 4:		Estimated		Estimated	Estimated
Item	Trail Head Seating Area	Amount	Unit	Unit Price	Cost
O22	4" Decorative concrete, base, subgrade prep.	271	SF	9.00	2,439.00
O23	Decorative light pole 12' high Granville style	1	Each	3,500.00	3,500.00
O24	Park Bench 6' long wood w/ cast iron supports	2	Each	1,000.00	2,000.00
O25	Trash receptacle 24" diam. decorative steel	1	Each	750.00	750.00
O26	Perennial beds	89	SF	25.00	2,225.00
O27	Hedge shrubs	25	Each	50.00	1,250.00
O28	Hardwood mulch	1	CY	45.00	45.00
O29	Topsoil for plantings	1.5	CY	18.00	27.00
Estimated Trail Head Seating Area Cost :					\$12,236.00

EXHIBIT C



CIVIL ENGINEERS LAND SURVEYORS
2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463
(810) 227-9533 FAX (810) 227-9460
EMAIL: desine@desineinc.com

January 9, 2009

Mr. Marcus McKissic
SDDA Executive Director
Village of Stockbridge
115 Elizabeth Street East
PO Box 155
Stockbridge, Michigan 49285

Re: **Village of Stockbridge DDA**
Herbert Street Parking Area Project

Dear Mr. McKissic;

Please find enclosed an Engineer's Cost Opinion for the anticipated civil site improvements associated with the anticipated Village of Stockbridge Herbert Street Parking Area Project. Please note that due to the number of unknowns associated with this project (i.e. no topographic survey or conceptual site plan has been prepared at this time) we have included a 20% contingency fund within the anticipated cost.

We are providing this document per your request. If you have any questions or should you require additional information, please contact us at your convenience.

Respectfully,

DESINE INC

A handwritten signature in black ink, appearing to read "C. Grzenkowicz", is written over a horizontal line that extends across the width of the signature.

Christopher A. Grzenkowicz, P.E.

Encl.



CIVIL ENGINEERS LAND SURVEYORS
2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463
(810) 227-9533 FAX (810) 227-9460
EMAIL: desine@desineinc.com

**ENGINEER'S OPINION OF PROBABLE SITE CONSTRUCTION COSTS
HERBERT STREET PARKING AREA
VILLAGE OF STOCKBRIDGE
INGHAM COUNTY, MICHIGAN
January, 9, 2009**

This "Engineer's Opinion of Probable Site Construction Costs" has been prepared for the anticipated civil site improvements for the Village of Stockbridge Herbert Street Parking Area Project. The work categories and anticipated cost presented herein are based on the following criteria:

- The project site includes property at 121 Herbert Street and the existing adjacent parking areas located to the immediate east and west. The project site is approximately 0.5 acres in size. Easements will need to be obtained from the adjacent landowners as a part of this project.
- The existing building and appurtenances located at 121 Herbert Street are to be demolished and removed from the site by others and is not included herein.
- The anticipated civil site improvements include construction of a +/-18,000 square foot parking area with approximately 40 parking spaces and a bituminous paved surface, curbed landscaped islands adjacent to the Herbert and Clinton Street rights of way, construction of a concrete sidewalk along the south side of Herbert Street and site lighting.
- The project site contains an existing storm sewer drainage system. No new or additional storm sewer construction is anticipated for this project other than minor adjustments to the rim elevations of the existing storm sewer structures.

The anticipated cost of the Village of Stockbridge Herbert Street Parking Area Project is summarized below:

WORK CATEGORIES:

Professional and Municipal Services:
Demolition Work:
Site Work:
Landscaping and Restoration Work:
Subtotal:
Contingency Fund (20%):
Anticipated Project Cost:

ANTICIPATED COST:

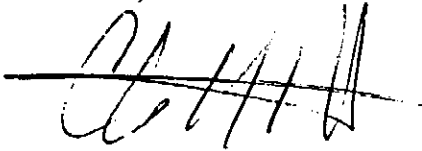
\$ 30,000.00
\$ 5,000.00
\$ 80,000.00
\$ 10,000.00
\$125,000.00
\$ 25,000.00
\$150,000.00

Village of Stockbridge
Herbert Street Parking Area Project
Engineer's Opinion of Probable Site Construction Costs
January 9, 2009
Page 2 of 2

The anticipated cost of work presented herein is based on published typical construction costs and/or actual bid prices received for similar civil site improvement projects within southeastern Michigan. The anticipated costs outlined herein are further based upon an assumed site layout, assumed material specifications and construction of the site improvements during the 2009 and/or 2010 regular construction season. No allowance for winter conditions is included. Actual costs may vary due to final engineering and design, material specifications, municipal agency requirements, permit requirements and/or time of construction.

This Engineer's Opinion of Probable Site Construction Costs has been prepared by:

DESINE, INC

A handwritten signature in black ink, appearing to read 'C. Grzenkowski', is written over a horizontal line.

Christopher A. Grzenkowski, P.E.

**ORDINANCE NO. 09-04-1
VILLAGE OF STOCKBRIDGE
AN ORDINANCE TO ADOPT AND APPROVE
AN AMENDMENT TO THE
VILLAGE OF STOCKBRIDGE DOWNTOWN
DEVELOPMENT AUTHORITY'S
DEVELOPMENT PLAN PURSUANT TO THE
PROVISIONS OF ACT 197
PUBLIC ACTS OF MICHIGAN OF 1975, AS
AMENDED.**

WHEREAS, the Village of Stockbridge ("Village") created the Stockbridge Downtown Development Authority ("SDDA") by Ordinance in the mid-1980s and charged it with its statutory responsibility for developing and implementing a Development Plan;

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan ("Plan") in the mid-1980s, which was forwarded to the Village and subsequently approved by Ordinance, pursuant to the provisions of Act 197 of the Public Acts of Michigan of 1975, as amended (the "Act");

WHEREAS, the SDDA and the Village have amended the Tax Increment Finance Plan and/or the Development Plan on several occasions since its initial adoption to include, among other things, new development plans and expand the tax increment finance district;

WHEREAS, the SDDA determined in 2009 that the Development Plan required additional amendments to incorporate into it several on-going projects and several proposed future projects;

WHEREAS, the Village determined that there are less than 100 persons residing in the Downtown District, as defined by the Act;

WHEREAS, the SDDA adopted by Resolution the 2008 Amendments to the Development Plan, on January 17, 2008. (Attached as Exhibit A and incorporated hereinto by reference.)

WHEREAS, notice of the public hearing in front of the Village Council to consider amendments to the Development Plan were published in accordance with the statutory requirements for same and the public hearing was set for April 1, 2009 at 7:30 p.m. at the Village Hall;

THEREFORE, THE VILLAGE OF STOCKBRIDGE ORDAINS that:

1. The SDDA's Development Plan, as proposed to be amended in Exhibit A, is approved after listening to the public comment at the public hearing on April 1, 2009; reviewing the proposed Development Plan Amendments, reviewing the initial SDDA Plans and all previous amendments thereto, consulting with bond council of their choosing, and otherwise considering all the relevant facts, because:

1.1 the Village has determined that the Development Plan, as amended, constitutes a public purpose.

1.2 the Village has determined that the Development Plan, as amended, meets the requirements set forth in Act 197, P.A. of 1975, as amended, specifically including those in MCL 125.1667 (2).

1.3 the Village has determined that the proposed method of financing and development is feasible and the Authority has the ability to arrange the financing, as set forth in the Development Plan, as amended.

1.4 the Village has determined that the development outlined in the Development Plan, as amended, is reasonable and necessary to carry out the purposes of Act 197, P.A. 1975, as amended.

1.5 the Village has determined that the Development Plan, as amended, is in reasonable accordance with the approved Village Zoning Ordinance and other Plans of the Village of Stockbridge.

1.6 the Village has determined that the public services (such as police, fire, and utilities) are or will (after the improvements outlined in the Development Plan, as amended, are implemented) be adequate to service the development area.

1.7 the Village has determined that any changes to zoning, street levels, intersections, and utilities outlined in the Development Plan, as amended, are reasonably necessary for the projects and the municipality.

1.8 the Village has previously determined that no Citizens Area Development Council's input is required for this Plan Amendment.

2. Invalidity of Any Section - If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional; such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Village of Stockbridge declares that it would have passed this ordinance and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.

3. Effective Date - This ordinance and the related rules, regulations, provisions, requirements, orders and matters established shall take effect immediately upon publication, except any penalty provisions which shall take effect twenty (20) days after publication, pursuant to MCL 66.1; MSA 5.1271.

4. Repealer - All Ordinances or parts of Ordinances in conflict with this ordinance are repealed only to the extent necessary to give all provisions of this Ordinance full effect.

I certify that the above is a true and complete copy adopted by the Village Council at a meeting held on the 1st day of April, 2009.

Linda Dancer, Village Clerk

4-28-2009