RESOLUTION NO._____

VILLAGE OF STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY
(Enacted December 17, 2020)

A RESOLUTION TO APPROVE THE 2021 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 (hereinafter, the "Village") created the Stockbridge Downtown Development Authority (hereinafter, the "SDDA") by Ordinance in the mid-1980's, and charged it with its statutory responsibility for developing and implementing a Development Plan; and

WHEREAS, the SDDA adopted a proposed Development Plan and Tax Increment Finance Plan (hereinafter, the "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 (hereinafter, 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, Act 197 of the *Public Acts of Michigan of 1975*, as amended was replaced with Public Act 57 of 2018, which is now referred to as the "Act".

WHEREAS, the SDDA determined in 2020 that the Tax Increment Finance Plan and Development Plan required additional Amendments to incorporate additional information into it regarding the SDDA's proposals as outlined in the 2021 Plan attached hereto, including fire hydrant repair and replacement, mini-storage building purchase, and numerous other services and programs outlined in paragraph 16.

WHEREAS, it was so late in the 2020 calendar year by the time the SDDA was ready to consider adopting a Resolution to Approve the Plan Amendment, that the SDDA realize that the Village would never be able to adopt the Plan Amendment before calendar year 2021, so the SDDA took to calling this Amendment the 2021 Plan Amendment.

IT IS THEREFORE RESOLVED that the *Stockbridge Downtown Development Authority 2021 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects and/or Expand Existing Projects*, as attached hereto, is approved by the SDDA and is to be submitted to the Village for approval, in accordance with the Act.

Moved By: _____

Seconded By: _____

Adopted at a Regular Meeting of the Village of Downtown Development Authority held on the 17th day of December, 2020.

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Village of Stockbridge
Downtown Development Authority

_____

By: Daryl Anderson
Its: Chairperson

CERTIFICATION

I certify that the above is a true and complete copy of Resolution No. _____ adopted by the Village of Stockbridge Downtown Development Authority at a Regular Meeting held on the 17th day of December, 2020.

Village of Stockbridge
Downtown Development Authority

_____

By: Naomi Carson
Its: Secretary

Drafted by:
John L. Gormley (P53539)
Attorney for the Village of Stockbridge DDA
Gormley and Johnson Law Offices, PLC
101 East Grand River Avenue
Fowlerville, Michigan 48836
517.223.3758

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STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
2021 DEVELOPMENT PLAN
AND TAX INCREMENT FINANCING PLAN
AMENDMENT TO INCORPORATE NEW PROJECTS

Pursuant to the requirements of MCL 125.4214 (5) and MCL 125.4217 (2), the Stockbridge Downtown Development Authority (hereinafter, the "SDDA") recommends that the following Amendments be incorporated into the SDDA's Development Plan and Tax Increment Finance Plan:

1. The boundaries of the Plan's Tax Increment Finance District (Development 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 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.

   3.1 The SDDA proposes to repair and alter the following existing improvements within the TIF District:

      3.1.1 Fire Hydrants: The SDDA intends to repair seven fire hydrants that are broken in the TIF District at a cost not to exceed $10,000.00. (Exhibit A) Additionally, the SDDA intends to replace five (5) fire hydrants that are broke beyond repair in the TIF District at a cost not to exceed $40,000.00. Exhibit A. The project is anticipated to be done between 2020 and 2021, but could take until the end of 2022.

   3.2 The time for completion of most of these projects is specified in the above subsection. However, the time frame may be expanded due to extenuating circumstances but in no case shall it be later than between the 2020 and 2022 construction seasons. The costs outlined above are based upon general

repair, construction, and replacement cost, with at least a 10% contingency fee built into each individual estimate.

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 SDDA proposes the following new improvements within the development district:

4.1.1 Mini-Storage Building: The SDDA proposes to buy a mini storage building at a cost not to exceed $4,225 and spend up to another $4,000 on concrete under the building footprint. The building will be located adjacent to the Village of Stockbridge DPW Garage/Office, which is located in the TIF District. The building will be used to store exterior decorations for holidays, banners, and similar items the SDDA has purchased and owns that are displayed in the TIF district throughout the year.

4.2 The time for completion of most of these projects is sometime between the 2020 and 2022 construction seasons, but the projects could be done as late as the 2025 construction season. The costs outlined above are based on general purchase, construction, and installation costs.

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

Each proposed project will be done in one complete stage of construction which is anticipated to be completed in one construction season (spring to fall of a given year). Each project will be completed in one construction season sometime between 2020 and 2025.

6. The description of any part 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.

No change proposed in this Plan Amendment.

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.

The SDDA proposes to donate the cost of the repaired fire hydrants Paragraph 3.1.1 above to the Village of Stockbridge, which provides the fire hydrants to the public. Ancillary beneficiaries are the Fire and Ambulance Authority (S.E.A.S.A), the businesses who depend upon that fire hydrants, businesses in the TIF District, and the public generally.

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

No change proposed in this Plan Amendment.

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.

9.1 The SDDA proposes to finance the projects set forth in Paragraphs 3, 4, and 16 through the capture of tax increments to pay the costs. The SDDA may also utilize any of the following financing mechanisms:

9.1.1 Any Tax increment revenue bonds issued by the Village, pursuant to Section 216(1) of the DDA Act;
9.1.2. Any Tax increment revenue bonds issued by the SDDA, pursuant to Section 216(2) of the DDA Act;
9.1.3. 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;
9.1.4 Tax increment revenues on a pay-as-you-go basis; and
9.1.5. Other Federal or State grants or contributions, not specified above.

9.2 The costs of the specific projects listed in Paragraphs 3,4 and 16 of this Plan are as follows:

9.2.1 The project anticipated in paragraph 3.1.1 is anticipated to be a one time cost of $50,000.00.
9.2.2 The project anticipated in paragraph 4.1.1 is anticipated to be a one time cost of $8,225.00.
9.2.3 The projects estimated in paragraph 16 is $47,940.90 for the first year and then many of these programs continue annually thereafter at a cost of $39,480.90.

9.3 The SDDA has the ability to arrange financing, as it is anticipated each project will be fully funded from tax increment revenues saved up by the SDDA on a pay-as-you-go basis before the project is started.

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 primary beneficiary of the fire hydrant project outlined in paragraph 3.1.1 is the Village of Stockbridge, which provides the fire hydrants to the public. Ancillary beneficiaries are the Fire and Ambulance Authority (S.E.A.S.A), the businesses who depend upon that fire hydrant, and the public generally.

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.

While some of these projects have generally been undertaken for public benefit and/or the Village's benefit, the SDDA does not intend to lease, sell, or convey them to the Village in any manner other than a general donation for the fire hydrant repair/replacement and maintenance programs as explained in Paragraphs 3.1.1, 3.1.2, 10.1 and 10.2 above.

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 Main Street Services - The SDDA has determined to join the Main Street America program with an annual cost of $295.00 for a general membership. The SDDA recognizes that every community and commercial district is different, with its own distinctive assets and sense of place. The Main Street America offers community-based revitalization initiatives with a practical, adaptable framework for downtown transformation that is easily tailored to local conditions. The Main Street America helps communities get started with revitalization, and grows with them over time. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board.

16.2 Retail Market Study by Gibbs - The SDDA has contracted with Gibbs Planning Group ("GPG") for a retail market study to determine the amounts and types of retail development that are presently supportable in the downtown. During this study, GPG will collect third party demographic data, including household income and consumer expenditure potential by retail category, for the estimated trade areas of the Village. Utilizing GIS mapping, field analysis and interviews with Stockbridge state-holder, village personnel, and related persons. The cost of this study is $5,000.00. See Exhibit B.

16.3 Internet Web Services by Total Local - The SDDA will be using Total Local to provide its web page services. The costs are $360.00 set up fee and a cost not to exceed $270.00 per month thereafter. The first month charge of $360.000 was to complete any initial changes and optimize the site, the charge was based on an estimated 4 hours worth of work. This would include

meeting with the stakeholders and going over requested improvements and additional recommendations. To maintain the site, it would be $90.00 an hour as needed, not to exceed $270.00 per month. Therefore, the SDDA determined to pay $3,600.00 for the first year, then $3,240.00 per year until the SDDA determines to terminate the contract. Also see paragraph 16.6. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board. See Exhibit C.

16.4 Bridge to the Future Campaign - Was a Go Fund Me Campaign for downtown businesses to assist with the fallout from the business shut downs due to Covid-19 in 2020. The Cost was about $2,000.00 and was a one-time fee.

16.5 Michigan Downtown Association - The SDDA has determined to join the Michigan Downtown Association (MDA) at an annual cost of $200.00. Founded in 1980, the Michigan Downtown Association (MDA) is a state-wide, non-profit organization and a driving force in the interest and growth of downtowns and communities throughout Michigan. The MDA encourages the development, redevelopment and continuing improvement of Michigan communities and downtowns. Its members support economic development within the State of Michigan and include: Cities, Townships, Villages, Business Improvement Districts, Principal Shopping Districts, Chambers of Commerce, Downtown Development Authorities, Brownfield Redevelopment Authorities, Local Development Financing Authorities, Tax Increment Financing Authorities, Consultants and Consulting Firms, and other Individuals. The mission of the Michigan Downtown Association is to strengthen downtowns. The vision of the Michigan Downtown Association is to be the leader in preserving and enhancing downtowns through education and advocacy. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board.

16.6 Website Support Services: These are services that are in addition to Total Local's contract, but required for Total Local to provide its services to the SDDA.

16.6.1 Stockbridgedda.org - premium plan business unlimited at an annual cost of $324.00 yearly. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board.

16.6.2 Domain Name at annual cost of $23.90. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board.

16.6.3 My Site Platform - This is an internet platform for email managment for SDDA board members costing a maximum of $65.00 month or $780.00 year.

16.7 Yeo & Yeo Accounting Services - PA 57 of 2018 requires additional annual accounting and disclosures be made by the SDDA. The SDDA determined that these calculations are best performed by a licensed accountant. The SDDA determined to contract with Yeo & Yeo in January 2020 to perform these services as outlined in Exhibit B. The fee for this service is $1,500 or less for the fiscal year ending February 28, 2021. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board. See Exhibit D.

16.8 Annette Knowles Professional Consulting Contract - The SDDA has entered into an annual contract for professional downtown management services on a consulting basis with Annette M. Knowles, pursuant to the terms of a contract attached as Exhibit C. The rate of pay is $175.00 per hour for a maximum of 150 hours annually. Additionally, Ms. Knowles is entitled to miscellaneous expenses of $500.00 per year. The SDDA intends to spend not more than $26,250 on this contracted services annually. The SDDA intends to consider annual renewals of this same contract, until the service is terminated by a majority vote of the SDDA Board. See Exhibit E.

16.9 Delights Decorations - the SDDA has entered into a contract for professional installation of holiday tree decoration (14 trees) beginning in 2018 at a cost of $6,500 for 2018 and then $5,400 for every year thereafter. A copy of the contract with Delights Christmas Light Installation and Holiday Decoration is attached as Exhibit D. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board. See Exhibit F.

16.10 T.C. Enterprise Contract - the SDDA has entered into a contract with TC Enterprises to install various holiday and seasonal banners on the SDDA's light poles in the downtown at a cost of not to exceed $1,200 per fiscal year. This is done because the Village does not own a bucket truck nor have the DPW personnel available to install these banners throughout the year. The SDDA intends to incur this fee every year going forward, until the service is terminated by a majority vote of the SDDA Board.

17. This Development Plan does not provide for improvements 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 years 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. The First 2009 Amendment extended the Plan until 2020. The 2014 Plan Amendment extended the duration of the Tax Increment Finance and Development Plan until 2039 to complete the implementation of the goals and objectives contained herein in the Plan, as amended. This current Plan Amendment does not extend the duration beyond 2039.

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 and updated in the 2016 Plan Amendment as Exhibit F thereto. This Amendment does not provide any updated information in regards to this matter. Exhibit F to the 2016 Plan Amendment is incorporated herein by reference. 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 57 of the *Public Acts of 2018*, as amended (the "Recodified Tax Increment Finance Act, Part 2 Downtown Development Authorities" or commonly know as 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 the 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; and
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 2021 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 to 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, 2008 Plan Amendment, the First 2009 Plan Amendment, the Second 2009 Plan Amendment, the 2011 Plan Amendment, the 2013 Plan Amendment, the 2014 Plan Amendment, the 2016 Plan Amendment, the 2017 Plan Amendment and the 2019 Plan Amendment not modified by these Amendments to the Plan shall remain in full force and effect.

Drafted By: John L. Gormley (P-53539)
Attorney for the Village of Stockbridge DDA
Gormley and Johnson Law Offices, PLC
101 East Grand River Ave.
Fowlerville, Michigan 48836
(517) 223-3758

EXHIBIT A

MAP OF FIRE HYDRANTS TO BE REPAIRED OR REPLACED

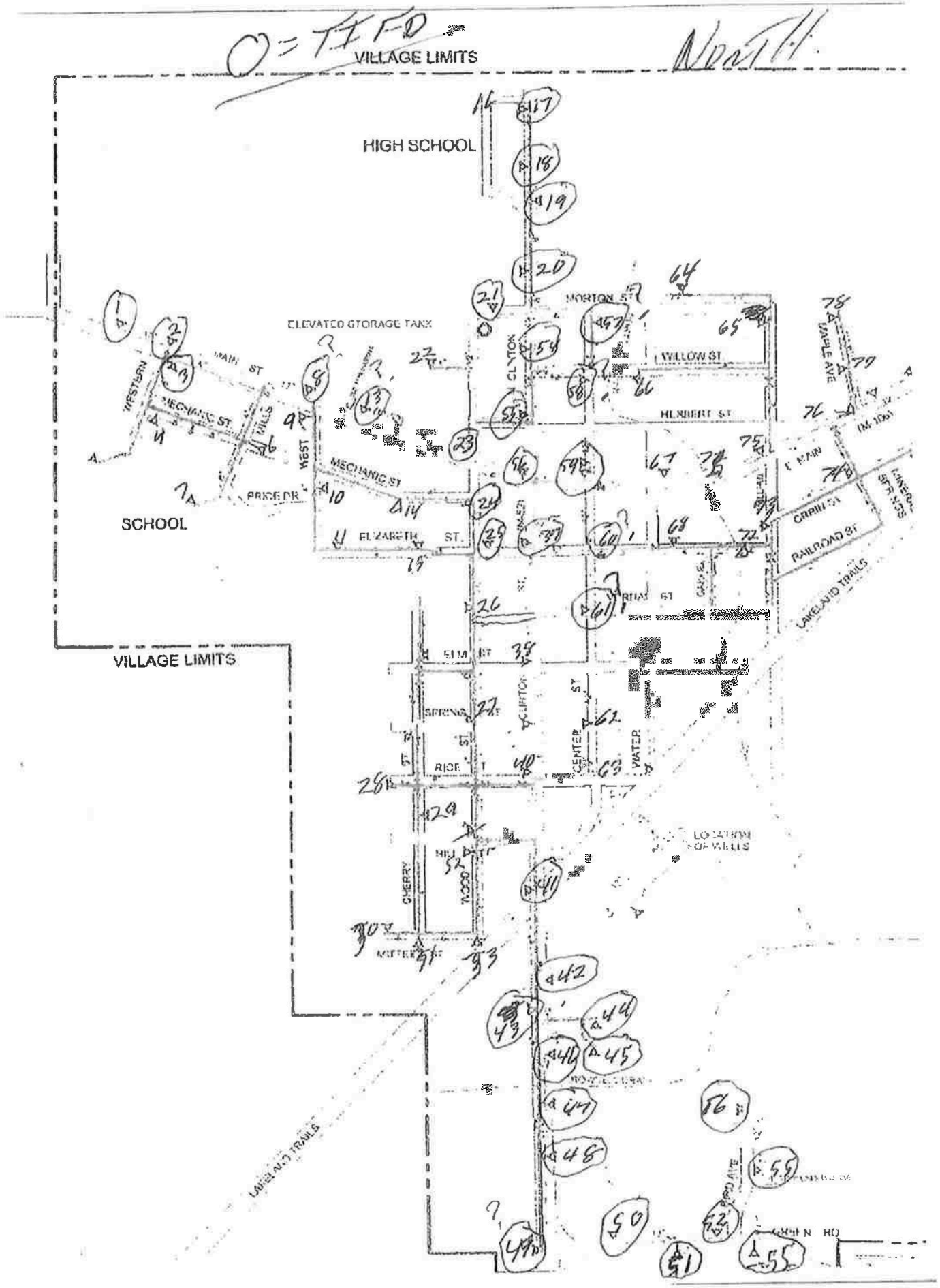
Fire hydrants to be repaired and or replaced in the TIFD

Fire Hydrants that can be repaired

Fire hydrant Repair	Number	Problem	Estimated Cost
Fire hydrant	17	Bad 2 ½" port on right	$425.00
Fire hydrant	18	Bad 2 ½" port on right	$425.00
Fire hydrant	37	Bad 4" port on right	$525.00
Fire hydrant	60	Bad 2 ½" port on right	$425.00
Fire hydrant	70	Bad 2 ½" and 4" ports	$950.00
Fire hydrant	38	Bad 2 ½" and 4" ports	$950.00
Fire hydrant	46	Replace hydrant extension	$3,500.00
		Total cost for repairs	$7,200.00

Fire Hydrants that need to be replaced

Fire hydrant Replaced	Number	Problem	Estimated Maximum Cost	Estimated Minimum cost
Fire hydrant	20	Frozen shut	$7, 947.00	$6,200.00
Fire hydrant	56	Frozen shut	$7, 947.00	$6,200.00
Fire hydrant	55	Frozen shut	$7, 947.00	$6,200.00
Fire hydrant	2	Frozen shut	$7, 947.00	$6,200.00
Fire hydrant	20	Frozen shut	$7, 947.00	$6,200.00
		Total	$39,735.00	$31,000


O = T.I.F.D.
VILLAGE LIMITS
HIGH SCHOOL
ELEVATED GTORAGE TANK
MORTON ST
WILLOW ST
HENBERT ST
MAIN ST
MECHANIC ST
WESTERN
WELLS
WEST
PRICE DR
SCHOOL
ELIZABETH ST
CLYTON
OAKLEAF AVE
E MAIN
CRAIG ST
RAILROAD ST
LAKELAND TRAILS
VILLAGE LIMITS
ELM ST
SPRING ST
RIDGE ST
CENTER ST
WATER
CHERRY
WOOD
MEETER ST
LOCATION OF WELLS
LAKELAND TRAILS

VILLAGE OF STOCKBRIDGE
T.I.F.D.

NO SCALE
9/12/02



Hydrant #	
16 NOT TIED Replace	Frozen Shut
17 TIED	Bad 2'1/2 on Right
18 TIED	Bad 2'1/2 on Right
2 TIED	Valved off ?
20 TIED Replace	Frozen Shut
11 NOT TIED Replace	Frozen Shut
15 NOT TIED Replace	Frozen Shut
37 TIED	BAD 4"
58 NOT TIED	Bad 2'1/2" on right
57 NOT TIED	Bad 2'1/2 on Left
64 NOT TIED ~~[illegible]~~	Low Flow 4" main
65 NOT TIED	Low Flow 4" MAIN
66 NOT TIED Replace	Frozen Shut
60 TIED	Bad 2'1/2" Right
70 TIED	Bad 4", 2'1/2 on Right
[redacted] TIED Replace	Frozen
30 NOT TIED	Bad 4"
27 NOT TIED	Broken Stem
33 NOT TIED Replace	Frozen
38 TIED ? [illegible]	Bad 4" & 2'1/2 Cap
80 NOT TIED	Replace Cap on 2'1/2
46 NOT ENTERED	3/60
47 NOT ENTERED	3/60
43 ~~NOT TIED~~ NOT 220 REPD	3/60

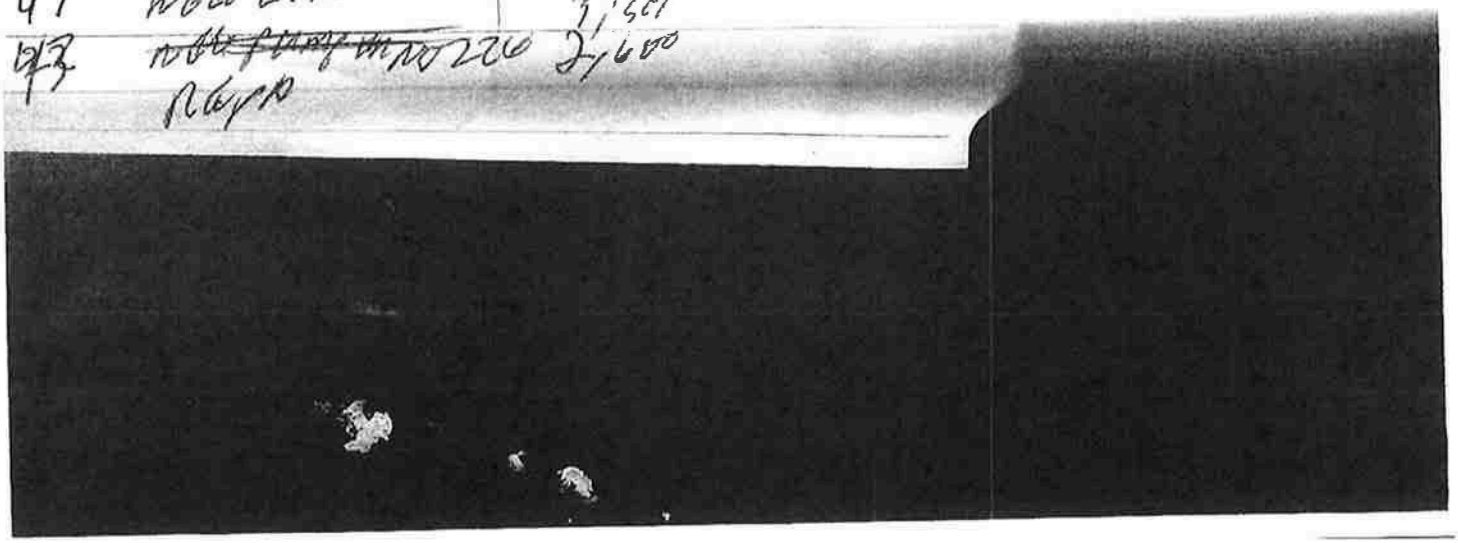


EXHIBIT B

GIBBS PLANNING GROUP

Gibbs
Planning Group

28 August 2020

Geri Uihlein, Vice Chair
Stockbridge Downtown Development Authority
305 W. Elizabeth Street- Room 107
Stockbridge, Michigan 49285

Dear Ms. Uihlein
On behalf of Gibbs Planning Group, Inc. (GPG), I am pleased to respond to your request to provide retail market research consulting services for the Village of Stockbridge. GPG is familiar with Stockbridge's historic downtown and we have been researching its unique character during the past year as a model for Michigan communities. Our proposed services will build on our prior Stockbridge research and become part of a book I am writing about historic Michigan villages and towns. I have outlined below two optional proposed market research services for the Village's consideration:

Proposed Scope of Services

Option 1: Retail Market Void Analysis: ($1,000) *Approved* _____
This study is designed to provide the village with an estimated demand/void for additional retail spending in 2020. As a part of this research, GPG shall purchase demographic, retail spending and sales data for the Stockbridge market conditions. The deliverable shall be a 2-page summary and table outlining the retail and restaurant demand for Stockbridge in 2020.

Option 2: Retail Market Study ($5,000) *Approved*
This study is designed to provide the village with a detailed estimate of the amounts and types of retail development that are presently supportable in the downtown and the greater Stockbridge area in 2020 and 2025. During this study, GPG will collect third party demographic data, including household income and consumer expenditure potential by retail category, for the estimated trade areas of the village. Utilizing GIS mapping, field analysis and interviews with Stockbridge state-holders, village departments and business owners. GPG will also visit Stockbridge residential neighborhoods, downtown and commercial centers to estimate the village's trade areas and existing-potential market trade areas.

GPG will also analyze 25 retail types including apparel, books, department goods, electronics, gifts, grocery, hardware, home furnishings, pharmacies, sporting goods and restaurants. The final deliverable of Option 2 will be shall be a 20-25 page illustrated report describing Stockbridge's demographics, lifestyle segments, shopping districts and retail-restaurant demand, sales and square footages for additional commercial in 2020 and 2025.

In addition, as a part of this study, GPG will continue to work with the Stockbridge community for 12 months and to update its market findings with 2 revised demand tables to gauge the COVID-19 pandemic impacts on the Stockbridge market demand.

Meetings & Presentations: GPG shall be available to meet with the Stockbridge DDA and community stakeholders to present our findings as mutually agreed.

240 Martin Street Birmingham, Michigan 48009
Tel. 248.642.4800

Proposed Professional Fees
GPG proposes completing the above Option 1 market study for a total lump sum of **$1,000** or Option 2 for **$5000,** both including all expenses.

Schedule
GPG proposes completing the above market research within **60 days** or as mutually agreed.

Conditions of Agreement:

a. GPG is an independent contractor and shall be responsible for all overhead, taxes and employee benefits.
b. All invoices shall be paid by the Village within 40 days of receipt.
c. GPG does not imply or warrant that the findings of this consulting will include any minimal amounts or types of real estate development or outcomes at the subject site.

Thank you for your consideration and I am looking forward to working with you and the Stockbridge community in the near future.

Sincerely,
GIBBS PLANNING GROUP, INC.

Above Proposal Conditions Approved and Authorized:

Signature Date

Title Representing

Robert J. Gibbs, FASLA, AICP
President
rgibbs@gibbsplanning.com

References:
We offer the following recommendations for our market research services for your consideration:

Kevin Anderson
City Manager
PO Box 430
241 S. Front Street
Dowagiac, Michigan 49047
269 783-2530
citymanager@dowagiac.org

Troy Langer
Planning Director
2655 Clark Road
Hartland, Michigan 48353
810 632-7498
TLanger@hartlandtwp.com

Rob Kalman, Mayor
City of Keego Harbor
2025 Beechmont Street
Keego Harbor, Michigan 48320
248-505-4377
khcouncil@gmail.com

EXHIBIT C

TOTAL LOCAL

Teresa Miller
tmiller@totallocal.com

total LOCAL
Community Guides & Marketing Services

Stockbridge DDA

Sold To
Stockbridge DDA
305 W Elizabeth St
Stockbridge, MI 49285

Bill To
Stockbridge DDA
305 W Elizabeth St
Stockbridge, MI 49285

Proposal #: 2340
Date: Sep 23, 2020
Account Rep: Teresa Miller

Billing Email
guihlein@stockbridgedda.org

Product	Rate	Discount	Taxable	Net
Marketing Projects Additional Marketing Services				
MSS+1 - Marketing Strategy Session - Each Additional Hour Deliver Date: Nov 01, 2020	$90.00	$0.00		$90.00
MSS - Marketing Strategy Session; 3 hours (1 prep, 2 with client) Deliver Date: Nov 01, 2020	$270.00	$0.00		$270.00

Sub Total: $360.00

Sub Total	$360.00
Discount	$0.00
Tax	$0.00
Total	**$360.00**

NOTES/AMENDMENTS
I've been asked by Geri to provide a proposal for managing their website. Since the site is hosted on Wix, I do not recommend changing the platform and having Total Local host it at this time on our servers. We can manage the site on the Wix platform. You would pay Wix directly for hosting. Your current provider should be able to let you know how much that is or let me have privileges and at that point I could tell you how much hosting is monthly.

For the first month and to complete any initial changes and optimize the site, I would recommend 4 hours worth of work, which is indicated by the strategy session line item and one additional hour. This would include meeting with the stakeholders and going over requested improvements and additional recommendations.

Then to maintain the site, it would be $90 a hour as needed. Most minor changes take 15 minutes and we bill in 15 minute increments. We could set a budget monthly based on how you want the site management, or I can provide estimates on a per project basis (such as updating the site for Day in the Village).

Terms and Conditions

BY SIGNING THIS CONTRACT, I agree that the amount shown in the "Total Balance" field will be paid as outlined above. ALL INVOICES ARE NET 15. Past due accounts will lose any discounts previously offered and will be subject to a monthly finance charge of 1.5% of the outstanding balance.

I UNDERSTAND that if I have an outstanding past due balance for a period exceeding 90 days, Total Local may forward my account to a collection agency and that I will be liable for all costs associated with this process.

I UNDERSTAND that, if I have requested Proof Approval fro my advertising I will be provided with three (3) opportunities to approve my ad(s). If I have not approved the advertising or am not currently working with the production department to resolve any issues, by the deadline, I understand that my ad(s) will run "as is".

BY EXECUTION OF THIS AGREEMENT, the parties consent to venue in Eaton County, Michigan of any action brought to enforce the terms of this agreement or to collect any monies due under it. This advertising agreement may be canceled by either party within 10 days of the date signed. After 10 days, all ad space becomes non-cancelable and no refunds will be offered.

[Signature] SDDA

Stockbridge DDA Representative

EXHIBIT D

YEO AND YEO ACCOUNTING CONTRACT

YEO & YEO
CPAs & BUSINESS CONSULTANTS
800.968.0010 | yeoandyeo.com

November 17, 2020

Daryl Anderson
Village of Stockbridge Downtown Development Authority
PO Box 155
Stockbridge, MI 49285

Enclosed is an addendum to our engagement letter dated January 10, 2020. You have requested that Yeo & Yeo, P.C. provide additional services identified in the table below.

Please sign below accepting the additional services to be provided.

Services to be Provided	Estimated Fee, If Applicable
Assist with the preparation of the annual DDA reporting for the year ended February 28, 2021.	Fees not to exceed $1,500.

You agree to assume all management responsibilities for the services listed above; oversee the services by designating one or more individuals, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the amendment to the term of our engagement. If you have any questions, please let us know. If you agree with the terms described in this letter, please sign this letter in the space indicated and return it to our office.

Sincerely,

Yeo & Yeo, P.C.

Yeo & Yeo, P. C.
CPAs & Business Consultants

Accepted and Agreed:

Daryl Anderson
DDA Chair

EXHIBIT E

ANNETTE KNOWLES CONTRACT

Annette M. Knowles, BA, CMSM, MSP
2726 Riverside Drive
Trenton, Michigan 48183
(734) 558-1923

Proposal to Stockbridge DDA

4th September 2020

OVERVIEW

The Stockbridge Downtown Development Authority is seeking professional downtown management on a consulting basis to assist with implementation of several projects over several months, to include a community survey, market analysis and recruitment of a permanent Executive Director. As a seasoned professional with a diverse background in all facets of downtown management, I am able and willing to provide these services to the Stockbridge DDA.

GOALS

1. Facilitate the hiring process for acquiring a retail market analysis.
2. Work with selected company to create and execute survey needed for same purpose
3. Research and develop strategic plan for the recruitment of a permanent DDA Director
4. Determine the value of the Stockbridge DDA's participation in the Michigan Main Street Program; recommend a path forward and corresponding implementation plan
5. Create business and building inventories for the DDA district including contact information
6. Assist with process to support application to participate in the Michigan Economic Development Corporation's Redevelopment Ready Communities Program, if supported by the Planning Commission and/or Village Council of the Village of Stockbridge
7. Make regular reports to the Stockbridge DDA about progress with the preceding goals

SPECIFICATIONS

It is estimated that the work described above may be accomplished over a period of 100 hours. Work may be accomplished remotely or onsite as mutually agreed upon. I will attend monthly board meetings virtually if at all possible. Compensation will amount to $175 an hour for eight hours per week for up to twelve weeks. Biweekly invoices with dates and hours worked shall be submitted. Work shall be completed as an independent contractor and I will be responsible for

payroll and other taxes. The proposal may be extended for up to four weeks if both parties concur that progress has been satisfactory.

I recognize that I will not accrue any benefits, insurance or vacation compensation. Mileage shall be paid at the current federal rate.

QUALIFICATIONS

- Bachelor's Degree in Liberal Studies, University of Michigan-Dearborn. With Distinction
- Certified Main Street Manager. National Main Street Center
- Master Citizen Planner, Michigan State University - Extension
- Twenty-five years of progressively-responsible experience in downtown management in three Michigan communities - Allen Park, Farmington and Monroe
- Michigan Downtown Association, Board of Directors Member, Chair of Professional Development Committee and 2019 Volunteer of the Year
- Member, Urban Land Institute and Main Street America

MILESTONES

Effective Period

Work shall commence immediately upon acceptance of the proposal. I will make a site visit within the first thirty days to meet with board members individually. Work shall conclude when goals are achieved or after the end of twelve weeks, or until another time established by both parties.

INDEMNIFICATION

The Stockbridge DDA shall defend, hold harmless and indemnify Annette Knowles against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the course and scope of Ms. Knowles duties as an independent contractor or resulting from the exercise of judgment or discretion in connection with the performance of her duties or responsibilities, unless the act of omission involved willful or wanton misconduct.

APPROVALS

Stockbridge DDA

By: Dan Anderson

Its: Chair SDDA

Date: 9/25/20

By: Ceri Vihlein

Its: VP SDDA

Date: 09/25/2020 07:25 PM GMT

For Annette M. Knowles

Annette M. Knowles

Date: September 22, 2020

EXHIBIT F

DELIGHTS LIGHTING CONTRACT