

RESOLUTION NO. _____

VILLAGE OF STOCKBRIDGE
DOWNTOWN DEVELOPMENT AUTHORITY
(Enacted August 28, 2014)

**A RESOLUTION TO
APPROVE THE 2014 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, the SDDA determined in 2014 that the Tax Increment Finance Plan and Development Plan required additional amendments to outline four sidewalk repairs, replacement or new installation projects, sell property in Phase II of the industrial park, expand upon its revenue sharing program with the Village of Stockbridge, and outline various other programs the SDDA participates in or funds pursuant to assist businesses in the Downtown District.

IT IS THEREFORE RESOLVED that the *Stockbridge Downtown Development Authority 2014 Development Plan and Tax Increment Financing Plan Amendment to Incorporate New Projects*, as attached hereto and incorporated herein by reference, is approved by the SDDA and is to be submitted to the Village of Stockbridge 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 28th day of August, 2014.

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

**Village of Stockbridge
Downtown Development Authority**

By: C.G. Lantis
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 Monthly Meeting held on the 28th of August, 2014.

**Village of Stockbridge
Downtown Development Authority**

By: Jon Fillmore
Its: Secretary

**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
2014 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, the "SDDA") recommends that 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 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:
 - 3.1.1 1,400 +/- square feet of existing sidewalk around the Stockbridge State Bank to be replacement in the TIF District, the costs outlined by Desine, Inc. on June 25, 2014 (Project 3), which is attached as **Exhibit B** and incorporated herein by reference. This project will require the purchase by the SDDA of various easements for a price unknown at this time but expected to be less than \$10,000.00;
 - 3.1.2 100 linear feet of existing sidewalk around Mugg & Bopps's Sunoco Station to be replacement in the TIFA District at the costs outlined by Desine, Inc. on June 25, 2014 (Project 2), which is attached as **Exhibit C** and incorporated herein by reference. This project will require the purchase by the SDDA

of various easements for a price unknown at this time but expected to be less than \$10,000.00;

3.1.3 South Clinton Street Drainage Improvement to improve site grading to establish positive drainage away from the existing sidewalk near the bridge previously installed by the SDDA under a prior Plan Amendment located in the TIF District, the costs outlined by Desine, Inc. on June 25, 2014 (Project 1), which is attached as **Exhibit D** and incorporated herein by reference. This project will require the purchase by the SDDA of various easements for a price unknown at this time but expected to be less than \$10,000.00;

3.2 The time for completion is sometime between 2014 and 2019 construction seasons. The costs outline above are based on general sidewalk repair and replacement cost estimates per square feet prepared by Desine, Inc. on June 25, 2014, which is attached as **Exhibit A** and incorporated herein by reference;

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 This project calls for the installation of new sidewalk is the north side of West Main Street from the west end of the existing sidewalk located at 300 West Main Street, to the east side of the existing entrance to Byrum True Value Hardware located at 640 West Main Street within the Village of Stockbridge. A portion of the project is not in the TIF District and will be paid by the Village. The project as costs outlined by Desine, Inc. on June 25, 2014 (Project 4), which is attached as **Exhibit E** and incorporated herein by reference. This project will require the purchase by the SDDA of various easements for a price unknown at this time but expected to be less than \$10,000.00.

4.2 The time for completion is sometime between 2014 and 2019.

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 2014 and 2019.

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.

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.

All the sidewalks installed and/or repaired in paragraphs 3 and 4 above shall all be donated to the Village. The SDDA shall not retain any duty to maintain those sidewalks, once completed, if the Village approves this Plan Amendment.

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, other than where the sidewalks cross an intersection, ADA ramps must be installed at the intersection as outlined in **Exhibits A through E**.

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 and 4 through the capture of tax increments to pay the construction 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 16(1) of the DDA Act;
- 9.1.2. Any Tax increment revenue bonds issued by the SDDA, pursuant to Section 16(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 to listed in paragraphs 3 and 4 above are as follows:

- 9.2.1 The project anticipated in paragraph 3.1.1 is anticipated to be \$36,660.00 based on **Exhibit B**.
- 9.2.2 The project anticipated in paragraph 3.1.2 is anticipated to be \$24,300.00 based on **Exhibit C**.

- 9.2.3 The project anticipated in paragraph 3.1.3 is anticipated to be \$20,220.00 based on *Exhibit D*.
- 9.2.4 The project anticipated in paragraph 4.1 is anticipated to be \$220,080 based on *Exhibit E* with the Village paying \$18,930.00 and the SDDA paying \$201,150.00.
- 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.

No change proposed in this Plan Amendment.

- 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 Industrial Park Property - the SDDA owns approximately 20 acres east of the lots on Bird Drive in what is referred to as Phase II of the industrial park. (*Exhibit F*) The SDDA plans to list the property for sale and sell it individually or collectively for the highest competitive price and on the best terms available (cash, land contract, and/or self financed mortgage), as approved by a majority vote of the Board, without further amendment to this Plan. The authority is authorized to list the property for sale either by owner and/or with a licensed commercial realtor until all the property in Phase II is sold to private and/or public owners and placed on the tax roll under MCL 125.1667 (1)(g) and (h). There are currently no expressed or implied agreements between the Authority and any persons, natural or corporate, for the sale of the property, although there has been, and continues to be various inquiries. The SDDA has been sitting on this property since the mid to late 1990s and it is the SDDA's plan to get the remaining property sold into private hands and on the tax roll.
- 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 Attorney for SDDA - the SDDA has and will continue to contract with an Attorney of its choice for legal services on a hourly and/or contract basis. The source of funding is TIF revenues, pursuant to MCL 125.1661 (1)(e).

- 16.2 Revenue Sharing with the Village - The Village and the SDDA have entered into annual revenue sharing agreements and anticipate continuing to do so in future years, wherein the Village will be providing the SDDA with services outlined in the Agreement, please see **Exhibit G** for a sample. Each year, the SDDA shall pay the Village the amount set forth in said agreement for said services, pursuant to MCL 125.1663(4). The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).

- 16.3 Community Promotions Budget - The SDDA will be sponsoring a general advertising, marketing and brochures for the downtown district each year to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.4 A Day in the Village - The SDDA will be sponsoring a 'Day in the Village' in the downtown district each year to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.5 All Clubs Day - The SDDA will be sponsoring an 'All Clubs Day' in the downtown district each year to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.6 All Clubs Ride - The SDDA will be sponsoring an 'All Clubs Ride' in the downtown district each year to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.7 Open Air Market - The SDDA will be sponsoring an 'Open Air Market' in the downtown district each year to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.8 Printing and Publishing - The SDDA will be conducting printing and publishing to accomplish all of its goals in the Plan, as amended, in the TIF district each year, as part of its goal to bring business and customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.9 Engineer for SDDA - the SDDA has and will continue to contract from time to time, with an Engineer of its choice for engineering services on a hourly and/or contract basis. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).
- 16.10 Banner and Bracket Program - the SDDA is sponsoring a Banner and Bracket program in the downtown district each year to hang brackets onto the existing light poles, previously installed by the SDDA, to decorate the town with the intent of making the core downtown more attractive to assist businesses by drawing customers into the downtown district at a cost not to exceed \$5,000 per year. The source of funding is TIF revenues, pursuant to MCL 125.1661(1)(e).

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. The First 2009 Amendment extended the Plan until 2020. This 2014 Plan Amendment will extend 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.
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. The First 2009 Amendment provided updated information in regard to this matter through 2020 (see Exhibit C to that Plan Amendment.). 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 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:

1. Construction of new developments;
2. New rehabilitation, remodeling, alterations, or additions;
3. 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 2014 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, and the 2013 Plan Amendment not modified by these amendments to the Plan shall remain in full force and effect.

Drafted By: John L. Gormley (P-53539)
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EXHIBIT A



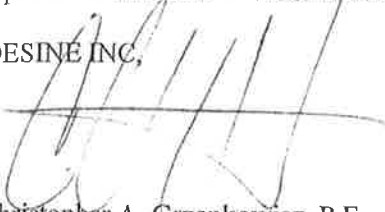
**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
 SIDEWALK IMPROVEMENT PROGRAM
 MISCELLANEOUS SIDEWALK CONSTRUCTION**

ENGINEER'S OPINION OF PROBABLE SITE CONSTRUCT COSTS
 June 25, 2014

This "Engineer's Opinion of Probable Site Construction Costs" has been prepared for the anticipated site improvements associated with the Miscellaneous Sidewalk Construction Work that may be performed as a part of the proposed Stockbridge DDA Sidewalk Improvement Program. The Stockbridge DDA may elect to remove and replace sections of damaged concrete sidewalk within the Stockbridge DDA TIFF district. The anticipated unit price construction costs associated with Miscellaneous Sidewalk Construction Work are summarized below:

<u>WORK CATEGORIES:</u>	<u>ANTICIPATED COST:</u>
Saw cut, remove and replace 4" thick concrete sidewalk: <ul style="list-style-type: none"> • Anticipated are areas not subject to vehicle traffic 	\$10.00 per Square Foot
Saw cut, remove and replace 6" thick concrete sidewalk: <ul style="list-style-type: none"> • Anticipated at residential driveway crossings 	\$12.00 per Square Foot
Saw cut, remove and replace 8" thick concrete sidewalk: <ul style="list-style-type: none"> • Anticipated at commercial driveway crossings 	\$14.00 per Square Foot
Saw cut, remove and replace ADA Barrier Free Ramps: <ul style="list-style-type: none"> • Anticipated at street intersections 	\$1,000.00 per ramp

The anticipated unit price construction costs presented herein are based on our current understanding of the anticipated scope of work to be performed for this project and assume that site construction will be performed between May 1 and October 31 of either 2014 or 2015. Actual construction costs may vary based on the actual scope of work and time of construction. The anticipated costs presented herein do not include any engineering fees, legal fees, permit fees, testing fees or other consultant fees. This Engineer's Opinion of Probable Site Construction Costs has been prepared by:

DESINE INC,


Christopher A. Grzenkowicz, P.E.

EXHIBIT B



**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
SIDEWALK IMPROVEMENT PROGRAM
PROJECT 3: STOCKBRIDGE STATE BANK SIDEWALK REPLACEMENT**

ENGINEER'S OPINION OF PROBABLE SITE IMPROVEMENT COSTS

June 25, 2014

This "Engineer's Opinion of Probable Site Improvement Costs" has been prepared for the anticipated site improvements associated with Project 3, the "Stockbridge State Bank Sidewalk Replacement", of the proposed Stockbridge DDA Sidewalk Improvement Program.

The project site is the Stockbridge State Bank located at 122 West Main Street within the Village of Stockbridge, Michigan. Anticipated site improvements associated with this project include removal and replacement of approximately 1,100 square feet of sidewalk along the north side of West Main Street. Additional site improvement may include removal and replacement of the existing Stockbridge State Bank concrete driveway approach and approximately 300 square feet of adjacent sidewalk located on the north side of West Main Street. The anticipated costs associated with the Stockbridge State Bank Sidewalk Replacement Project are summarized below:

<u>WORK CATEGORIES:</u>	<u>ANTICIPATED COST:</u>
Land Surveying and Field Investigation Services:	\$ 2,000.00
Construction Documents:	\$ 2,850.00
Easement Documents:	\$ 1,200.00
Bidding Process:	\$ 2,200.00
Permitting Process:	\$ 1,200.00
Construction Management Services:	\$ 3,450.00
Construction Material Testing Services:	\$ 1,500.00
Sidewalk Site Construction:	\$10,500.00
Entrance Site Construction:	\$ 3,700.00
Project Close Out Services:	<u>\$ 1,950.00</u>
Subtotal:	\$30,550.00
Contingency Fund (20%):	<u>\$ 6,110.00</u>
Anticipated Site Improvement Costs:	\$36,660.00

The anticipated cost of site improvements presented herein is based on our current understanding of the anticipated scope of work to be performed for this project and assumes that site construction will be performed between May 1 and October 31 of either 2014 or 2015. Actual site improvement costs may vary based on the actual scope of work and time of construction.

The work categories outlined above include the anticipated services, fees and work items described below. These services and work items are to be performed by the Engineer of Record, Material Testing Engineer, SDDA Attorney, Contractor, Village Staff, SDDA Staff and/or others as appropriate. During the progression of this project, it may be determined that some of the services, fees and work items outlined herein are not required and it may be further determined that additional services, fees and work items not outlined herein, are required.

Land Surveying and Field Investigation Services include the following:

- Initial site inspection and investigation to determine the scope of work to be performed.
- Topographic survey of the project site area.

Construction Documents include the following:

- Preparation of Civil Construction Plans and Specifications.
- Engineering consultation services.

Easement Documents include the following:

- Preparation of temporary construction easement documents.
- Coordination of easement execution.

Bidding process includes the following:

- Preparation of construction cost estimate.
- Preparation of bid documents.
- Advertisement and release of bid.
- Bid review.
- Bid award.
- Coordination of contract documents.

Permitting Process includes the following:

- Preparation of permit applications for State, County and Local Agencies.
- Submittal of permits applications, construction plans and specifications to permitting agencies for review.
- Permit fees.

Construction Management Services:

- Construction staking and layout.
- Construction observation and inspection.
- Review of pay request documents.

Construction Material Testing:

- Density testing of granular and aggregate base materials.
- Review of concrete mix design.
- Concrete material quality control testing.

Sidewalk Site Construction:

- Site mobilization.
- Installation and maintenance of temporary traffic control measures.
- Installation and maintenance of temporary soil erosion control measures.
- Saw cut and remove existing concrete walk.
- Earthwork and site grading.
- Placement of granular base material.
- Placement of concrete pavement.
- Site restoration and clean up.
- Removal of temporary soil erosion control measures.

Entrance Site Construction:

- Saw cut and remove existing concrete pavement and adjacent sidewalk.
- Earthwork and site grading.
- Placement of aggregate base material.
- Placement of concrete pavement.

Project Closeout Services:

- Perform as-built topographic survey.
- Prepare as-built drawings.
- Preparation of Engineer's Certification of Completion.
- Submit as-built drawings and Engineer's Certification to the appropriate agencies.
- Coordinate closure of permits.

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

DESINE, INC



Christopher A. Grzenkowicz, P.E.

EXHIBIT C



CIVIL ENGINEERS LAND SURVEYORS
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(810) 227-9533 FAX (810) 227-9460
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**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
SIDEWALK IMPROVEMENT PROGRAM
PROJECT 2: MUGG & BOPP'S SIDEWALK REPLACEMENT**

ENGINEER'S OPINION OF PROBABLE SITE IMPROVEMENT COSTS

June 25, 2014

This "Engineer's Opinion of Probable Site Improvement Costs" has been prepared for the anticipated site improvements associated with Project 2, the "Mugg & Bopps Sidewalk Replacement", of the proposed Stockbridge DDA Sidewalk Improvement Program.

The project site is the Mugg & Bopp's Sunoco Station located at 201 South Clinton Street within the Village of Stockbridge, Michigan. Anticipated site improvements associated with this project include removal and replacement of approximately 100 linear feet of sidewalk along the east side of South Clinton Street. The anticipated costs associated with the Mugg & Bopp's Sidewalk Replacement Project are summarized below:

<u>WORK CATEGORIES:</u>	<u>ANTICIPATED COST:</u>
Land Surveying and Field Investigation Services:	\$ 1,800.00
Construction Documents:	\$ 2,500.00
Easement Documents:	\$ 1,200.00
Bidding Process:	\$ 1,750.00
Permitting Process:	\$ 700.00
Construction Management Services:	\$ 2,100.00
Construction Material Testing Services:	\$ 1,000.00
Site Construction:	\$ 6,900.00
Project Close Out Services:	<u>\$ 1,800.00</u>
Subtotal:	\$20,250.00
Contingency Fund (20%):	<u>\$ 4,050.00</u>
Anticipated Site Improvement Costs:	\$24,300.00

The anticipated cost of site improvements presented herein is based on our current understanding of the anticipated scope of work to be performed for this project and assumes that site construction will be performed between May 1 and October 31 of either 2014 or 2015. Actual site improvement costs may vary based on the actual scope of work and time of construction.

The work categories outlined above include the anticipated services, fees and work items described below. These services and work items are to be performed by the Engineer of Record, Material Testing Engineer, SDDA Attorney, Contractor, Village Staff, SDDA Staff and/or others as appropriate. During the progression of this project, it may be determined that some of the services, fees and work items outlined herein are not required and it may be further determined that additional services, fees and work items not outlined herein, are required.

Land Surveying and Field Investigation Services include the following:

- Initial site inspection and investigation to determine the scope of work to be performed.
- Topographic survey of the project site area.

Construction Documents include the following:

- Preparation of Civil Construction Plans and Specifications.
- Engineering consultation services.

Easement Documents include the following:

- Preparation of temporary construction easement documents.
- Coordination of easement execution.

Bidding process includes the following:

- Preparation of construction cost estimate.
- Preparation of bid documents.
- Advertisement and release of bid.
- Bid review.
- Bid award.
- Coordination of contract documents.

Permitting Process includes the following:

- Preparation of permit applications for State, County and Local Agencies.
- Submittal of permits applications, construction plans and specifications to permitting agencies for review.
- Permit fees.

Construction Management Services:

- Construction staking and layout.
- Construction observation and inspection.
- Review of pay request documents.

Construction Material Testing:

- Density testing of aggregate base material.
- Review of concrete mix design.
- Concrete material quality control testing.

Site Construction:

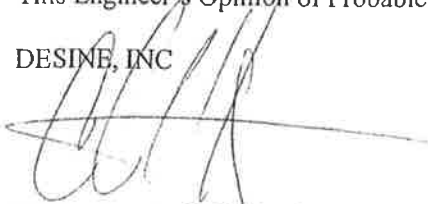
- Site mobilization.
- Installation and maintenance of temporary traffic control measures.
- Installation and maintenance of temporary soil erosion control measures.
- Saw cut and remove existing concrete walk.
- Earthwork and site grading.
- Placement of aggregate base material.
- Placement of concrete pavement.
- Site restoration and clean up.
- Removal of temporary soil erosion control measures.

Project Closeout Services:

- Perform as-built topographic survey.
- Prepare as-built drawings.
- Preparation of Engineer's Certification of Completion.
- Submit as-built drawings and Engineer's Certification to the appropriate agencies.
- Coordinate closure of permits.

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

DESINE, INC



Christopher A. Grzenkiewicz, P.E.

EXHIBIT D



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

**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
SIDEWALK IMPROVEMENT PROGRAM
PROJECT 1: SOUTH CLINTON STREET DRAINAGE IMPROVEMENTS**

ENGINEER'S OPINION OF PROBABLE SITE IMPROVEMENT COSTS
June 25, 2014

This "Engineer's Opinion of Probable Site Improvement Costs" has been prepared for the anticipated site improvements associated with Project 1, the "South Clinton Street Drainage Improvements", of the proposed Stockbridge DDA Sidewalk Improvement Program.

The project site is the existing east drainage ditch located between South Clinton Street and the existing adjacent sidewalk, south of the Brownell Drain (a.k.a. Portage Creek) and north of the north entrance to Ransom's Food Center. Anticipated site improvements associated with this project include site grading to establish positive drainage away from the sidewalk to eliminate ponding and to establish positive drainage along the ditch line from the existing culvert at Ransom's north entrance to the existing storm sewer system on the south bank of the Brownell Drain. The anticipated costs associated with the South Clinton Street Drainage Improvement Project are summarized below:

<u>WORK CATEGORIES:</u>	<u>ANTICIPATED COST:</u>
Land Surveying and Field Investigation Services:	\$ 1,200.00
Construction Documents:	\$ 1,750.00
Easement Documents:	\$ 1,750.00
Bidding Process:	\$ 1,750.00
Permitting Process:	\$ 1,900.00
Construction Management Services:	\$ 2,100.00
Site Construction:	\$ 4,600.00
Project Close Out Services:	<u>\$ 1,800.00</u>
Subtotal:	\$16,850.00
Contingency Fund (20%):	<u>\$ 3,370.00</u>
Anticipated Site Improvement Costs:	\$20,220.00

The anticipated cost of site improvements presented herein is based on our current understanding of the anticipated scope of work to be performed for this project and assumes that site construction will be performed between May 1 and October 31 of either 2014 or 2015. Actual site improvement costs may vary based on the actual scope of work and time of construction.

The work categories outlined above include the anticipated services, fees and work items described below. These services and work items are to be performed by the Engineer of Record, SDDA Attorney, Contractor, Village Staff, SDDA Staff and/or others as appropriate. During the progression of this project, it may be determined that some of the services, fees and work items outlined herein are not required and it may be further determined that additional services, fees and work items not outlined herein, are required.

Land Surveying and Field Investigation Services include the following:

- Initial site inspection and investigation to determine the scope of work to be performed.
- Topographic survey of the project site area.

Construction Documents include the following:

- Preparation of Civil Construction Plans and Specifications.
- Engineering consultation services.

Easement Documents include the following:

- Preparation of temporary construction easement documents.
- Coordination of easement execution.

Bidding process includes the following:

- Preparation of construction cost estimate.
- Preparation of bid documents.
- Advertisement and release of bid.
- Bid review.
- Bid award.
- Coordination of contract documents.

Permitting Process includes the following:

- Preparation of permit applications for State, County and Local Agencies.
- Submittal of permits applications, construction plans and specifications to permitting agencies for review.
- Permit fees.

Construction Management Services:

- Construction staking and layout.
- Construction observation and inspection.
- Storm water operator inspection services.
- Review of pay request documents.

Site Construction:

- Site mobilization.
- Installation and maintenance of temporary traffic control measures.
- Installation and maintenance of temporary soil erosion control measures.
- Remove and reinstall existing Village of Stockbridge timber sign.
- Earthwork and site grading.
- Restoration and/or replacement of existing rip rap.
- Site restoration and clean up.
- Removal of temporary soil erosion control measures.

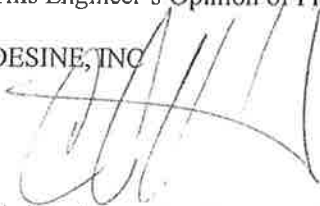
Stockbridge DDA
Sidewalk Improvement Program Project 1 -- South Clinton Street Drainage Improvement
June 25, 2014
Page 3 of 3

Project Closeout Services:

- Perform as-built topographic survey.
- Prepare as-built drawings.
- Preparation of Engineer's Certification of Completion.
- Submit as-built drawings and Engineer's Certification to the appropriate agencies.
- Coordinate closure of permits.

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

DESINE, INC

A handwritten signature in black ink, appearing to read 'C. Grzenkowicz', is written over the text 'DESINE, INC'.

Christopher A. Grzenkowicz, P.E.

EXHIBIT E



**STOCKBRIDGE DOWNTOWN DEVELOPMENT AUTHORITY
 SIDEWALK IMPROVEMENT PROGRAM
 PROJECT 4: WEST MAIN STREET SIDEWALK EXPANSION**

ENGINEER’S OPINION OF PROBABLE SITE IMPROVEMENT COSTS
 June 25, 2014

This “Engineer’s Opinion of Probable Site Improvement Costs” has been prepared for the anticipated site improvements associated with Project 4, the “West Main Street Sidewalk Expansion”, of the proposed Stockbridge DDA Sidewalk Improvement Program.

The project site is the north side of West Main Street from the west end of the existing sidewalk located at 300 West Main Street to the east side of the existing entrance to Byrum True Value Hardware located at 640 West Main Street within the Village of Stockbridge, Michigan. Anticipated site improvements associated with this project includes construction of approximately 1,635 linear feet of sidewalk along the north side of West Main Street. A portion of the project site, known as the Stockbridge Country Manor and located at 406 West Main Street, is outside of the Stockbridge DDA TIFF district. This portion of the project consists of approximately 190 linear feet (8.6%) of the total project. The cost of this portion of the project has been separated out and will need to be financed by the Village of Stockbridge and/or other public or private entity other than the Stockbridge DDA. The anticipated costs associated with the West Main Street Sidewalk Expansion Project are summarized below:

<u>WORK CATEGORIES:</u>	<u>ANTICIPATED COST:</u>
Land Surveying and Field Investigation Services:	\$ 7,500.00
Construction Documents:	\$ 10,300.00
Easement Documents:	\$ 3,500.00
Bidding Process:	\$ 4,400.00
Permitting Process:	\$ 4,000.00
Construction Management Services:	\$ 10,700.00
Construction Material Testing Services:	\$ 5,000.00
Site Construction:	\$135,000.00
Project Close Out Services:	<u>\$ 3,000.00</u>
Subtotal:	\$183,400.00
Contingency Fund (20%):	<u>\$ 36,680.00</u>
Anticipated Site Improvement Costs:	\$220,080.00
Stockbridge DDA Portion of Project (91.4%):	\$201,150.00
Village of Stockbridge Portion of Project (8.6%):	\$ 18,930.00

The anticipated cost of site improvements presented herein is based on our current understanding of the anticipated scope of work to be performed for this project and assumes that site construction will be performed between May 1 and October 31 of either 2014 or 2015. Actual site improvement costs may vary based on the actual scope of work and time of construction.

The work categories outlined above include the anticipated services, fees and work items described below. These services and work items are to be performed by the Engineer of Record, Material Testing Engineer, SDDA Attorney, Contractor, Village Staff, SDDA Staff and/or others as appropriate. During the progression of this project, it may be determined that some of the services, fees and work items outlined herein are not required and it may be further determined that additional services, fees and work items not outlined herein, are required.

Land Surveying and Field Investigation Services include the following:

- Initial site inspection and investigation to determine the scope of work to be performed.
- Topographic survey of the project site area.
- Right of Way boundary verification of the project site area.

Construction Documents include the following:

- Preparation of Civil Construction Plans and Specifications.
- Engineering consultation services.

Easement Documents include the following:

- Preparation of temporary construction easement documents.
- Preparation of permanent easements documents.
- Coordination of easement execution.

Bidding process includes the following:

- Preparation of construction cost estimate.
- Preparation of bid documents.
- Advertisement and release of bid.
- Bid review.
- Bid award.
- Coordination of contract documents.

Permitting Process includes the following:

- Preparation of permit applications for State, County and Local Agencies.
- Submittal of permits applications, construction plans and specifications to permitting agencies for review.
- Permit fees.

Construction Management Services:

- Construction staking and layout.
- Construction observation and inspection.
- Storm water operator services.
- Review of pay request documents.

Construction Material Testing:

- Material and density testing of granular fill material.
- Material and density testing of granular and aggregate base materials.
- Review of concrete and bituminous mix designs.
- Concrete material quality control testing.
- Bituminous material quality control testing.

Site Construction:

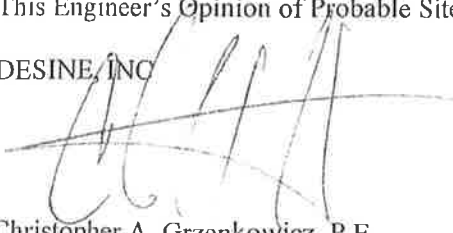
- Site mobilization.
- Installation and maintenance of temporary traffic control measures.
- Installation and maintenance of temporary soil erosion control measures.
- Saw cut and remove existing concrete curb and paved driveways.
- Relocation of existing traffic control signs.
- Earthwork and site grading.
- Storm sewer and drainage work.
- Placement of granular and aggregate base materials.
- Placement of concrete pavement.
- Placement of bituminous pavement.
- Landscaping.
- Site restoration and clean up.
- Removal of temporary soil erosion control measures.

Project Closeout Services:

- Perform as-built topographic survey.
- Prepare as-built drawings.
- Preparation of Engineer's Certification of Completion.
- Submit as-built drawings and Engineer's Certification to the appropriate agencies.
- Coordinate closure of permits.

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

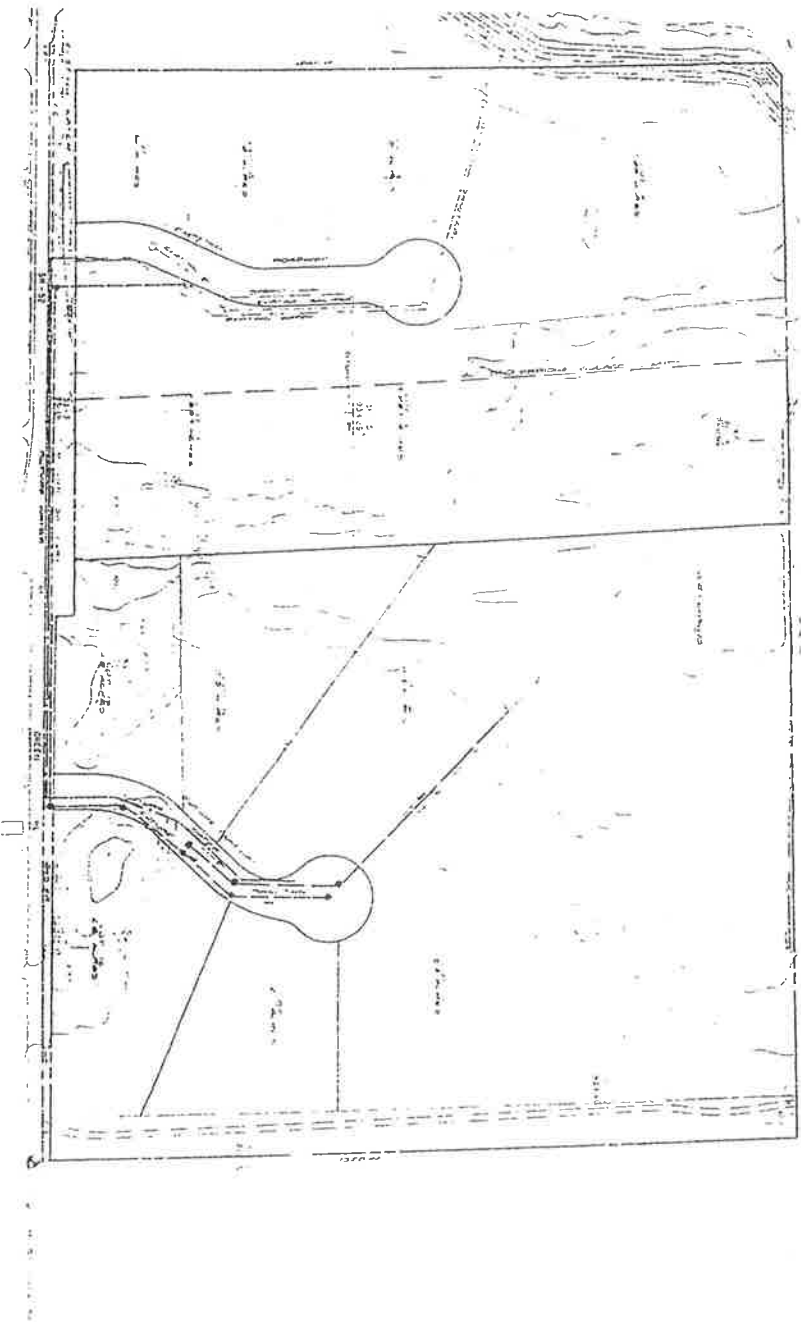
DESINE, INC



Christopher A. Grzenkowicz, P.E.

EXHIBIT F

Phases I and II



1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WOLVERINE ENGINEERS AND SURVEYORS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WOLVERINE ENGINEERS AND SURVEYORS, INC.

2. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE DESIGN OF THE PROJECT.

N

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FEB 22 1985
WOLVERINE ENGINEERS
AND SURVEYORS, INC.

DATE	1/22/85
BY	J. W. WOLVERINE
CHECKED	J. W. WOLVERINE
APPROVED	J. W. WOLVERINE
SCALE	AS SHOWN
PROJECT NO.	85-001

STOCKBRIDGE INDUSTRIAL PARK
PHASE I & II SITE PLAN



WOLVERINE
ENGINEERS AND SURVEYORS, INC.
1000 W. WOLVERINE
MUSKOGEE, ALABAMA 36454

DATE: 1/22/85
BY: J. W. WOLVERINE
CHECKED: J. W. WOLVERINE
APPROVED: J. W. WOLVERINE

EXHIBIT G

**MARCH 1, 2014 THROUGH FEBRUARY 28, 2015
FISCAL YEARS AGREEMENT
FOR REVENUE SHARING WITH VILLAGE**

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

PREMISES

WHEREAS, the SDDA was created by the Village under the authority of Act No. 197 of the *Michigan Public Acts of 1975*, as amended (hereinafter, "Act 197"); and

WHEREAS, pursuant to Act 197, the SDDA has prepared, and the Village has approved, a Tax Increment Finance and Downtown Development Plan (as amended and restated, hereinafter, the "Plan") for the development of the development area within the downtown district of the SDDA located in the Village as described in the Plan (hereinafter, the "Development Area"); and

WHEREAS, pursuant to the Plan, the SDDA has used and intends to continue to use, tax increment revenues, as defined in Act 197 (hereinafter, the "Tax Increment Revenues"), to provide for the acquisition, construction, and financing of necessary public facilities and for other purposes permitted by Act 197 as more fully described in the Plan, for the purposes of preventing property value deterioration and encouraging economic growth in the Development Area for the benefit of the residents of the Village and all taxing units levying taxes within the Development Area; and

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

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

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

WHEREAS, Section 14(4) of Act 197 permits the SDDA to enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the Development Area is located, to share a portion of the captured assessed value of the

district; and

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

- (i) Board administrative services for SDDA daily functions, including, but not limited to: clerk services (secretarial, telephone, recording and maintaining of board records), treasurer services (accounting, payables, receivables, and budgets), attending SDDA meetings when required, posting and handling of all Open Meeting Act compliance issues, use of office space and supplies, audit services, use of copy machine and other in-house publication and email services;
- (ii) Services, including, but not limited to: project management, preparation of bidding packages and the handling of letting the bid, day-to-day management of existing project and improvements, administering the Rental Assistance Program, Revolving Loan Program, and/or other programs established by the SDDA from time to time, and reports and attendance at SDDA Board Meetings;
- (iii) Veteran's Park maintenance, including, but not limited to, regular cleaning and maintaining of the bathrooms, regular lawn mowing of the park, regular snow removal from the park's parking lot¹ [replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance];
- (iv) SDDA Parking Lot and Common Area maintenance, including, but not limited to: mowing and maintenance of green areas within and surrounding parking lots, regular parking lot striping, and snow removal [replacement of asphalt, cement, curbs, or sidewalks are not included in this Agreement for regular maintenance];
- (v) Sidewalk maintenance in the TIF District, including, but not limited to, all snow removal and lawn maintenance in and around sidewalks as required by SDDA contractual obligations (like easement areas) [replacement of sidewalks are not included in this Agreement for regular maintenance];
- (vi) Industrial Park maintenance, including, but not limited to, any regular mowing of SDDA vacant lots and any required snow removal from SDDA property;
- (vii) Payment of all utilities from SDDA existing projects, including, but not limited to, water and sewer bills for Veteran's Park bathrooms, street and pedestrian light bills within the TIF District and Industrial Park,

¹ The requirement of mowing the lawn and/or plowing the snow in Veteran's Park shall not be interpreted by either side as setting a precedent as to whom is ultimately responsible for mowing and plowing the Park, when this Revenue Sharing Agreement terminates.

- and any other similar expense²;
- (viii) The maintenance of decorative flowers in the downtown district and the placement of decorative holiday decorations in the downtown district; and
 - (ix) The purchase of general supplies and materials necessary to carry out the maintenance necessary to complete items (I-viii). Included within this category would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights 3) gasoline for the lawn mowers, 4) toilet paper and cleaning supplies for the Veteran's Park bathroom, etc.

Items (I - ix) are hereinafter known as the "Contracted Services"

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

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

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

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

WHEREAS, in the past the SDDA has contracted with public (Village DPW and Village staff) and/or private contractors to perform the above contracted services in the revenue sharing agreement. Most recently the Village contract with the SDDA to provide these services at a cost of approximately \$66,000.00; and

WHEREAS, the parties anticipate some additional cost savings in the next 12 months by having all contracted services handled in-house by the Village on behalf of the SDDA under the terms of this Revenue Sharing Agreement; and

WHEREAS, it is the intent of this Agreement to be all encompassing, so that the SDDA will not be billed by the Village for any services in excess of \$5,000.00 per month (\$60,000.00 per year) during the term of this Agreement, except:

² Veteran's Park maintenance, including, but not limited to, regular cleaning and maintaining of the bathrooms, regular lawn mowing of the park, regular snow removal from the park's parking lot [replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance]

- I. For the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.
- II. That if the Village's annual snowfall is over One-Hundred Ten (110%) Percent of the average annual snowfall in the Village over the last three years, as determined by using the National Weather Service data for snowfall in Stockbridge, Michigan, then the parties will come back and re-negotiate the terms of this Agreement to provide some extra compensation to the Village for the extra-ordinary snowfall. The average snowfall should be calculated on a winter by winter basis (November - April). Therefore, the extra-compensation due the Village, if any, may not be determined until May 2015, which is technically after this Revenue Sharing Agreement has expired. The parties agree that the obligation in this paragraph shall survive the expiration of the Agreement.
- III. Village's responsibility to complete the 2014/2015 Fiscal Year Audit of the SDDA in the summer of 2015.

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

**ARTICLE I
SHARE OF TAX INCREMENT REVENUES**

Section 101. Agreement to Share Tax Increment Revenues. Subject to the terms and conditions of this Agreement, for the period beginning March 1, 2014 and ending February 28, 2015, the SDDA intends to share Tax Increment Revenues with the Village in a prorated amount of \$65,000.00 under the assumption that the duties outlined in Article II will begin March 1, 2014 and end February 28, 2015, (hereinafter, the "Shared Revenues"). The fees will be paid in equal monthly installments of \$5,416.66, except as set forth in paragraph 101.1.

101.1 Except:

- I. For the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.
- II. The final payment from the SDDA to the Village in February 2015 shall be for \$5416.67.
- III. The Village shall be responsible for completing the 2014/2015 Fiscal Year Audit of the SDDA in the summer of 2015 under the terms of this Agreement without additional consideration.

101.2 The Tax Increment Revenues retained by the SDDA shall be the balance of the Tax Increment Revenues not shared with the Village pursuant to this Revenue Sharing Agreement.

Section 102. Termination of the Agreement. This Agreement shall terminate February 28, 2015, except as provided in paragraph 101.1 (III).

Section 103. Agreement Shall Not Impair Payment of Existing Obligations. The parties agree that nothing contained in this Agreement, or any amendment to this Agreement, shall prevent or impair the SDDA from fulfilling its primary obligation to meet its payment requirements on the debt service on, and, if necessary, maintain a debt service reserve fund for, the obligations issued by the SDDA, outstanding as of the date of this Agreement, for which the SDDA has agreed to meet its payment requirements on the debt service.

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

Section 2.1. DPW Duties. The DPW shall:

- 2.1.1 Wood Street Parking Lots and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot;
- 2.1.2 Minix Parking Lot and Sidewalks - shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot;
- 2.1.3 Industrial Park Lots - shall have any trash that is dumped on the property or blows onto the property picked up routinely. Industrial Park property shall otherwise be maintained, including, but not limited to, regular mowing of SDDA vacant lots and any required snow removal from SDDA property, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal;
- 2.1.4 Veteran's Park - maintenance, including, but not limited to: regular cleaning and maintaining of the bathrooms, regular lawn mowing of park, regular snow removal from the park's parking lot³, repairs to park structures and equipment, and maintenance of the park gazebo

³ The requirement of mowing the lawn and/or plowing the snow in Veteran's Park shall not be interpreted by either side as setting a precedent as to whom is ultimately responsible for mowing and plowing the Park, when this Revenue Sharing Agreement terminates.

[replacement of park facilities and capital improvements are not included in this Agreement for regular maintenance];

- 2.1.5 Bridge and Surrounding Sidewalk Maintenance - the DPW shall plow the snow and salt when appropriate on both the pedestrian walk wherever the SDDA is required under written easements to do so. The DPW shall maintain the bridge and the surrounding sidewalk areas, including any required sealing/staining, plantings, light or electric maintenance, repairs, or general maintenance;
- 2.1.6 Downtown Flowers - the maintenance of decorative flowers in the downtown district, including watering and weeding;
- 2.1.7 Other Decorative Lights - the DPW shall maintain any other decorative lights installed by the SDDA and/or any other lights the SDDA is responsible for in the TIF District;
- 2.1.8 Holiday Decorations - the installation, removal, maintenance, and storage of all SDDA holiday decorations;
- 2.1.9 Supplies - the purchase by the DPW of general supplies and materials necessary to carry out the maintenance necessary to complete items (i-viii). Included within this would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights 3) gasoline for the lawn mowers, 4) toilet paper and cleaning supplies for the Veteran's Park bathroom, etc.; and
- 2.1.10 DPW Catch All Clause - any other duties that might be assigned to the DPW to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

Section 2.2 Village Staff Duties:

- 2.2.1 Police - the cost of extra police presence and overtime for SDDA activities and events;
- 2.2.2 Clerk - the Village Clerk shall provide the SDDA with the following services:
 - i. Answer the telephone, take messages for the SDDA, and/or transfer of telephone calls to the SDDA personnel if they are present in the office;
 - ii. Assist the SDDA in preparing the monthly meeting packets, including payables (invoices), receivables, correspondence, etc.;
 - iii. Collect all SDDA mail, open the mail, time stamp the mail, keep the originals of the mail with the Village records and provide the SDDA with a copy of the mail, all in a timely manner;
 - iv. Handle all answers to SDDA FOIA requests;

- v. Be the keeper of all SDDA original records; however, providing timely access to those records to SDDA members and employees during normal office hours; and
- vi. Provide the SDDA with any other clerk services consistent with the spirit of this Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

2.2.3 Treasurer - the Village Treasurer shall provide the SDDA with the following services:

- i. Input bills payable;
- ii. Prepare monthly treasurer reports;
- iii. Assist, as needed, in preparation of budget;
- iv. Prepare accounts payable list for monthly meeting;
- v. Issue all checks for signature by two SDDA officials;
- vi. Reconcile any and all checking accounts;
- vii. Help in dealing with other taxing jurisdictions to ensure the correct amount is captured from each jurisdiction;
- viii. Assist with audit;
- ix. Provide access to the SDDA's checking accounts, bank statements, accounts receivable list, and accounts payable list (with supporting bills) for the SDDA Chair, SDDA Treasurer, and SDDA administrative assistance during normal office hours; and
- x. Provide the SDDA with any other treasurer services consistent with the spirit of this Agreement, to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA ,but ran through the Village payroll system.

2.2.4 Audit - the Village shall pay the cost of the SDDA audit for 2014/15 fiscal year and the 2014/15 fiscal year, even though the 2014/15 fiscal year audit shall not be completed until after this Agreement expires.

2.2.5 Staff Catch All Clause - any other duties that might be assigned to the Staff to ensure that the SDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

Section 2.3 Utilities and Office Space:

2.3.1 The Village shall pay the utilities for all lights in the TIF District regardless of whether the SDDA installed the lights or previously paid the electrical bill on the lights.⁴

⁴ The requirement of paying all the light bills in the TIF District shall not be interpreted by either side as setting a precedent as to whom is ultimately responsible for said utility bills when this Revenue Sharing Agreement terminates.

- 2.3.2 The Village shall pay the water and sewer bill for any usage at the Veteran's Park Bathroom.
- 2.3.3 The Village shall provide the SDDA with office space and use of the Village meeting hall without cost, including use of the office equipment, computers, copier, postage meter, etc. This shall include the Village providing the SDDA with a new or used computer and access to all software used by the Village (accounting, email, access to web page, etc).
- 2.3.4 Utilities and Space Catch All Clause - any other utilities or space costs that might be otherwise be billed to the SDDA shall be covered by the Village to ensure that the SDDA is not billed for any other utilities or use of space, except for the actual hours and benefits for any administrative assistance hired by the SDDA, but ran through the Village payroll system.

ARTICLE III MISCELLANEOUS

Section 301. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

Section 302. Governing Law. Each and every term, provision, and condition of this Agreement shall be governed and construed in all respects, whether as to matters of validity, capacity, performance, or otherwise, in accordance with the laws of the State of Michigan.

Section 303. Severability. Each term, condition, and provision of this Agreement is severable; and if any term, condition, or provision shall be determined to be illegal, invalid, and/or unenforceable, for any reason whatsoever, this Agreement shall thereafter be read, construed, and enforced as though such illegal, invalid, and/or unenforceable term, condition, or provision were not included herein.

Section 304. Captions. All captions or headings preceding the text of separate paragraphs of this Agreement are solely for reference purposes and shall not affect the meaning, construction, interpretation, or effect of the text.

Section 305. Notices. All notices required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to another, shall be effective only if the same shall be in writing and shall be either personally served or sent by facsimile, U.S. mail, or air courier service with postage prepaid, to such party at its address as set forth herein to the attention of the person whose title is set forth below. Any such notice given by mail or air courier shall be deemed effective upon two (2) days following the date the same shall have been deposited in the United States mail or with the air courier service.

SDDA: Downtown Development Authority of Village of
Stockbridge
c/o Village of Stockbridge
210 Wood Street
Stockbridge, Michigan 49285
Attention: Chairperson C.G. Lantis

Village: Village of Stockbridge
210 Wood Street
Stockbridge, Michigan 49285
Attention: President Greg Uihlein

Section 306. Counterparts. This Agreement may be signed in any number of counterparts.

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

DOWNTOWN DEVELOPMENT AUTHORITY
of the Village of Stockbridge

By: _____
C.G. Lantis
Its: Chairperson
Date of Execution: _____

VILLAGE OF STOCKBRIDGE

By: _____
Greg Uihlein
Its: President
Date of Execution: _____

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

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