

Dexter, Michigan
Downtown Development Authority

MEETING NOTICE

July 17, 2013 Amended
7:30 AM

**DEXTER SENIOR CENTER
7720 ANN ARBOR STREET
DEXTER, MICHIGAN 48130**

Dexter Downtown Development Authority

Meeting Agenda
July 17, 2013 <> 7:30 AM
Dexter Senior Center
7720 Ann Arbor Street
Dexter, MI 48130

1. Call to Order:

2. Roll Call

Bellas, Rich	Brouwer, Steve	Covert, Tom
Darnell, Don	Finn, Doug	Jones, Carol
Keough, Shawn	Lundy, Dick	Model, Fred
O'Haver, Dan	Schmid, Fred	Willis, Randy

3. Approval of Minutes from the Regular June 19, 2013.

4. Approval of Agenda:

5. Pre-arranged Audience Participation: None

6. Non-Arranged Citizen Participation:

7. Treasurer's Report: **Included**

a) Invoices: **ASTI \$206.56, Mastercraft Plumbing \$2,094.00**
Metro Environmental \$620.00

Total: \$2,920.56

b) Approval of Treasurer's Reports- June

c) Review Forecast- Continue to Evaluate Capital Improvements Project Priorities

8. Correspondence / Communications:

- a) Letter dated June 25, 2013 to Mr. Tupper re: Notice of demolition work at 3045 Broad Street.

9. Action Items:

- a) Consideration of: Appoint Fred Schmid to Facility Committee

b) Consideration of: Amended Proposal submitted by Bird Houk/OHM

- c) Consideration of: Request made by Valerie Potsos for an extension of the lease agreement.

10. Discussion and Updates:

- a) 3045 Broad Street Redevelopment
 - The Team has not met since April 24, 2013. Set up a team meeting to coordinate with effort included in the proposed OHM Work Plan.

11. Village President

12. Chairman's Report:

Items for August Agenda:

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-

13. Non-Arranged Citizen Participation:

14. Adjournment

Dexter Downtown Development Authority

June 19, 2013 <> 7:30 AM

Dexter Senior Center

7720 Ann Arbor Street

Dexter, MI 48130

MINUTES

1. Call to Order: Called to order at 7:31 a.m. by Chairman Steve Brouwer.

2. Roll Call

Bellas, Rich	Brouwer, Steve	Covert, Tom-ab
Darnell, Don	Finn, Doug	Jones, Carol
Keough, Shawn	Lundy, Dick-ab	Model, Fred-ab
O'Haver, Dan-ab	Schmid, Fred-ab	Willis, Randy

Also in attendance: Donna Dettling, Dexter Village Manager; Courtney Nicholls, Assistant Village Manager; and Jim Carson, Village Trustee

3. Approval of Regular Minutes from May 15, 2013: *Motion by Don, second by Rich to approve the regular meeting minutes of May 15, 2013 as presented. Motion carries.*

4. Approval of Agenda: *Motion by Doug, second by Don to approve the agenda as presented. Motion carries.*

5. Arranged Audience Participation: None

6. Non-Arranged Citizen Participation: None

7. Treasurer's Report:

a) Invoices: DTE for gas & electric for \$370.28 (pre-paid on June 17, 2013 to avoid late fees); DTE for Forest Utility Disconnect for \$720.00; ASTI invoice #22792H for \$2,873.22; Washtenaw County invoice #100210 for \$3,036.44 and US Bank invoice #3407074 for \$500 for a total of \$7,499.94. *Motion by Randy, second by Doug to pay the invoices in the amount of \$7,499.94. Motion carries.*

b) Approval of Treasurer's Reports – *Motion by Shawn, second by Don to accept the May Treasurer's report as written. Motion carries.*

c) Review Forecast – Continue to evaluate Capital Improvements Project Priorities.

8. Correspondence / Communications:

a) ASTI Report of May 15, 2013 – 3045 Broad Street Capping Activity

b) ASTI Report of May 14, 2013 – Final Indoor Air Sampling Report for 3045 Broad Street.

9. Action Items:

a) Consideration of: Demolition bid for 3045 Broad Street

Motion by Don, second by Doug to proceed with the demolition of the first phase of 3045 Broad Street and to authorize Donna Dettling to negotiate with the top three bidders to get the best deal. Motion carries.

b) Council requests a DDA member to sit on the Facility Committee. DDA to appoint one member to this committee.

Discussion followed but no action was taken.

c) Establishment of vision for 3045 Broad.

Shawn, Tom and Steve discussed that before Jim Chaconas can set an asking price for the property the DDA needs to establish some vision of what they want the property to look like. The value of the land can change based on whether it is 100 residential unit, an office building, etc. Some sort of footprint and square footage estimate needs to be completed. This will likely be done by accepting phase II of the Bird Houk proposal.

This also lead to the question of what the current residential limits are (have they been officially adopted?) and what the difference is between the residential and industrial standard. ASTI will need to explain the difference in the standard, and the likely difference in type of clean-up necessary, to determine whether residential is even feasible for the site.

Possible motion: Request a proposal from Bird Houk/OHM to complete a footprint and square footage estimates.

Discussion followed and a request was to bring back a proposal from Bird Houk/OHM for the July meeting.

10. Discussion Updates:

a) Tax Revenue Capture – Downtown Development Authority Boundaries.

At the May 22, 2013 work session, Council was made aware of a discrepancy between the Downtown Development Authority District and the area that was actually captured. In reviewing the situation it was determined that when the development area boundaries established in 1993 were expanded in 2007 to include the whole district, Scio Township's records were not updated. For the past five tax years, the DDA has not been capturing all the revenue that it should have been from the taxing authorities. Marie Sherry, Courtney Nicholls, Village President Shawn Keough, DDA Treasurer Tom Covert, and DDA Chairman Steve Brouwer met with Tom Colis of Mill Canfield to review the issue. The notices that were provided for the plan adoption in 2007 were sufficient to fulfill the requirements of the law, so the current development plan was adopted properly. Tom Colis indicated that we are under no statutory requirement to recoup the funds that were not captured by the taxing authority over the five years. We were unable to locate a legal description of the entire district, so OHM created a map based on the descriptions from the 1993 development plan and the 1986 amendment to the district. We are currently reviewing the map to confirm some areas that are unclear, likely due to the expansion of the Village

boundary over this same time period. Once we have the parcel map complete it will be turned over to Jim Merte so he can update his records. We will then verify that list with our parcel list on an annual basis. President Keough suggested sending a letter to all residents and businesses in the DDA to let them know that they are in the DDA, what a DDA is, what the DDA has done for the community over the past years, and soliciting for a new board member.

Motion by Doug, second by Randy to accept and acknowledge the DDA map as presented. Motion carries.

b) DDA 2013-14 Budget accepted at the May 28, 2013 Council meeting.

c) 3045 Broad Street Redevelopment

The Team has not met since April 24, 2013. Set a meeting for after June DDA meeting. *Will wait for the Bird Houk/OHM proposal to meet. There is an issue with the Dancer's Edge space with a water heater and collapsed sewer. So far expenses for this are near \$10,000.*

11. Village Reports:

a) President - *Shawn reported that Doug Finn, Fred Schmid and Steve Brouwer have agreed to continue on the DDA Board and that this will be presented at the June 24th Village Council Meeting for approval. He also reported that the Mill Creek Park project is basically wrapped up with just fixing some of the concrete and submitting ADA drawings to finish the project.*

b) Staff Support Update – None

12. Chairman's Report: None

Items for the July Agenda –
Bird Houk/OHM proposal

13. Non-Arranged Citizen Participation: None

14. Adjournment: *Motion by Rich and second by Randy to adjourn the meeting at 8:18 AM. Motion carries.*

Respectfully submitted,

Carol Jones
Secretary



Environmental Services
Since 1985

ASTI Environmental
P.O. Box 2160
Brighton, MI 48116-2160
810-225-2800
Fax 810-225-3800

INVOICE

Village of Dexter DDA
8140 Main Street
Dexter, MI 48130
Ms. Donna Dettling

Invoice No.: 22900H
Project No.: 2-6555

Invoice Date: 6/19/13

Environmental Investigation of 3045 Broad Street in Dexter, Michigan. (ASTI Project Number 2-6555)

****Note: 2% Discount for Net 10 Days****
Terms: Net 30 Days

For attendance of bid meeting on May 29, 2013 per request of Village of Dexter Downtown Development Authority.

<u>Meeting, travel, & Mileage</u>	<u>\$206.56</u>
Total Due	\$206.56

MASTERCRAFT PLUMBING INC.

7879 E. M-36
 Whitmore Lake MI 48189
 810-231-3330

Invoice

DATE	INVOICE #
6/14/2013	15065

BILL TO
Village Of Dexter . 8123 Main Street Dexter michigan 48130

P.O. NO.	TERMS	LOT	SUBDIVISION
	Due on receipt	Dance Studio	

DESCRIPTION	QTY	RATE	AMOUNT
SO-7267; Install a new Bradford White 6 gallon water heater,install a pan and rain in case of a leak,Install a anti siphon valve, new ball valves	1	945.00	945.00
Repair 2 inch sprinkler line SO+7277	1	562.00	562.00
SO7249; Remove toilet and repair broken toilet flange, re set toilet	1	349.00	349.00
Rebuild toilet, new fill valve and flapper	1	189.00	189.00
Service call	1	49.00	49.00

Total			\$2,094.00
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Memo

To: Dexter DDA
From: Thomas Covert
Date: 7.16.13
Re: Treasurer's Report – July 2013

Invoicing

<u>Date</u>	<u>Invoice No.</u>	<u>From</u>	<u>Project / For</u>	<u>Amount</u>	<u>Budget</u>	<u>Project/Budget Number</u>
6.19.13	22900H	ASTI	Tupper	206.56	Y	
6.14.13	15065	Master Craft	Tupper	2094.00	Y	
4.22.13	4.12.13	Metro Env. Services	Tupper/Dance	620.00	Y	
			Total	\$2,920.56		

Cash Status

- Current worksheets attached (through June 30,2013; FY 12/13)
 - Total DDA Pooled Account - \$160,762.49
 - Total DDA CD's - \$729,355.45
 - Total DDA Cash - \$890,117.94
 - Projected Year End Cash – \$890,117.94 (FY 12/13 Bond Payments = \$336,000)

Budget FY 12/13

- Anticipated Revenues - \$657,220
- Anticipated Expenditures - \$431,258
 - July – None
 - August – None
 - September – None
 - October - \$108,962.51 (Bonds)
 - November – \$39,151.92 (Bond)
 - December – None
 - January – None
 - February - \$45,087.22
 - March - \$13,337.95
 - April - \$2,003.08
 - May - \$39,876.09
 - June - \$ 7,499.94
 - July - \$2,920.56 (June Invoice)
- Anticipate Bond Payments FY13/14 - \$337,955
- Budget amendments – None at this time

Budget FY 13/14

- Anticipated Revenues - \$370,500

- Anticipated Expenditures - \$370,500
- Anticipate Bond Payments FY13/14 - \$337,100
- Budget amendments – None at this time

Annual Report

- Publish FY 13/14 by February 2014

DDA Project Summaries – *None at this time*

Debt Fund Summary / Forecast – *Nothing new at this time*

- Current Forecast Date – 1.22.13

Bond Restructuring – *Nothing new at this time*

- Next step - Re-evaluate restructuring Bond – 2008 T Bond

Banking Strategy

- Re-evaluate Q3 2013

Tupper Study (Steve B. Board Rep. / Donna D. Staff Rep.) – *Nothing new at this time*

- Scope and fee for work was approved with \$850.00 to complete base mapping (BRI)
- We anticipate paying this fee from budget line 803.000 (FY 10/11)
- Paid \$332.50 with October 2011 invoices; Budget remaining \$517.50 (FY 10/11)

Brownfield TIF Projects – *Nothing new at this time*

- Wellness Center – estimated at \$68,000 in revenue once project is realized and Brownfield TIF is paid back; Current worksheets attached
- LaFontaine – estimated at \$54,000 additional revenue once Brownfield TIF is paid back; Current worksheets attached

Tax Capture Update

- Property Tax Capture Estimates as corrected attached
- Would like a list by property address, and tax id number (Something Village staff can provide?)

Misc. - Nothing

**DDA Cash Balances Report
6-30-13**

Fund	Account Name	General Ledger Balance	Notes
248 - DDA General	DDA Pooled Account	\$ 147,483.55	
394 - DDA Debt	DDA Pooled Account	\$ 1,093.52	
494 - DDA Project	DDA Pooled Account	\$ 12,185.42	
	Total DDA Pooled Account	\$ 160,762.49	
248 - DDA General	Bank of Northern Michigan	\$ 200,000.00	For general use - Matures 1/17/2017 @ .75%
394 - DDA Debt	Ann Arbor State Bank CD	\$ 80,930.77	For general debt use - Matures 9/3/2013 @ .50%
394 - DDA Debt	Ann Arbor State Bank CD	\$ 121,135.99	For 11/13 Bond Payment - Matures 08/20/2013 @ .50%
394 - DDA Debt	United Bank CD	\$ 127,288.69	For 5/14 Bond Payment - Matures 5/22/2014 @ .30%
494 - DDA Project	Flagstar Bank	\$ 200,000.00	For projects - Matures 1/13/2014 @ .55%
	Total Certificates of Deposit	\$ 729,355.45	
Total General Cash		\$ 147,483.55	
Total Debt Cash		\$ 730,448.97	
Total Project Cash		\$ 12,185.42	
		\$ 890,117.94	
Month End Cash		\$ 890,117.94	
Reserved for State Capture Refund		\$ -	
Projected FY 12/13 Revenue All Funds		\$ -	
Projected FY 12/13 Expenditures All Funds		\$ -	
Due to Other Units		\$ -	
Projected Year End Cash		\$ 890,117.94	

GL NUMBER	DESCRIPTION	2012-13		2012-13		YTD BALANCE 06/30/2013	AVAILABLE BALANCE (ABNORMAL)	% BSGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)			
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
Dept 000.000-ASSETS, LIABILITIES & REVENUE								
248-000.000-415.000	TAX CAPTURE REVENUE	363,700.00	363,700.00			350,115.26	13,584.74	96.26
248-000.000-665.000	INTEREST EARNED	500.00	500.00			816.92	(316.92)	163.38
248-000.000-665.003	DAFCO CD INTEREST	266,900.00	266,900.00			264,908.31	1,991.69	99.25
248-000.000-667.000	RENTS (GENERAL)	38,000.00	38,000.00			25,853.75	12,146.25	68.04
248-000.000-671.000	OTHER REVENUE	0.00	0.00			1,368.52	(1,368.52)	100.00
Total Dept 000.000-ASSETS, LIABILITIES & REVENUE		669,100.00	669,100.00			643,062.76	26,037.24	96.11
TOTAL Revenues		669,100.00	669,100.00			643,062.76	26,037.24	96.11
Expenditures								
Dept 248.000-ADMINISTRATION								
248-248.000-803.000	CONTRACTED SERVICES	1,500.00	1,500.00			1,530.00	(30.00)	102.00
248-248.000-820.000	PLANNING CONSULTING	2,000.00	2,000.00			0.00	2,000.00	0.00
248-248.000-880.000	DOWNTOWN EVENTS	500.00	500.00			500.00	0.00	100.00
248-248.000-935.002	DAFCO BUILDING MAINTENANCE	40,258.00	40,258.00			11,552.80	28,705.20	28.70
248-248.000-957.002	DDA CAPTURE REFUNDS	5,000.00	5,000.00			3,036.44	1,963.56	60.73
Total Dept 248.000-ADMINISTRATION		49,258.00	49,258.00			16,619.24	32,638.76	33.74
Dept 442.000-DOWNTOWN PUBLIC WORKS								
248-442.000-803.015	VILLAGE MAINTENANCE	7,500.00	7,500.00			7,500.00	0.00	100.00
248-442.000-970.000	CAPITAL IMPROVEMENTS	0.00	0.00			0.00	0.00	0.00
Total Dept 442.000-DOWNTOWN PUBLIC WORKS		7,500.00	7,500.00			7,500.00	0.00	100.00
Dept 965.000-TRANSFERS OUT - CONTROL								
248-965.000-999.394	TR OUT FOR BOND PAYMENTS - 394	342,000.00	342,000.00			336,500.00	5,500.00	98.39
248-965.000-999.494	TR TO DDA PROJECT FUND - 494	32,500.00	32,500.00			0.00	32,500.00	0.00
Total Dept 965.000-TRANSFERS OUT - CONTROL		374,500.00	374,500.00			336,500.00	38,000.00	89.85
TOTAL Expenditures		431,258.00	431,258.00			360,619.24	70,638.76	83.62
Fund 248:								
TOTAL REVENUES		669,100.00	669,100.00			643,062.76	26,037.24	96.11
TOTAL EXPENDITURES		431,258.00	431,258.00			360,619.24	70,638.76	83.62
NET OF REVENUES & EXPENDITURES		237,842.00	237,842.00			282,443.52	(44,601.52)	118.75

PERIOD ENDING 06/30/2013

GL NUMBER	DESCRIPTION	2012-13		2012-13		YTD BALANCE 06/30/2013	AVAILABLE		
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		BALANCE	% BDGT USED	
Fund 394 - DDA DEBT FUND									
Revenues									
Dept 000.000-ASSETS, LIABILITIES & REVENUE									
394-000.000-665.000	INTEREST EARNED	1,000.00	1,000.00			1,573.44	(573.44)	157.34	
394-000.000-671.000	OTHER REVENUE	0.00	0.00			80,000.00	(80,000.00)	100.00	
394-000.000-695.248	TRANSFER IN FROM DDA FUND 248	342,000.00	342,000.00			336,500.00	5,500.00	98.39	
		343,000.00	343,000.00			418,073.44	(75,073.44)	121.89	
Total Dept 000.000-ASSETS, LIABILITIES & REVENUE									
		343,000.00	343,000.00			418,073.44	(75,073.44)	121.89	
TOTAL Revenues									
Expenditures									
Dept 850.000-LONG-TERM DEBT									
394-850.000-992.000	BOND FEES	1,000.00	1,000.00			500.00	500.00	50.00	
394-850.000-997.001	DDA 2001 BOND (\$900K)	0.00	0.00			0.00	0.00	0.00	
394-850.000-997.003	DDA 2008 TAXABLE BOND (\$1.6M)	138,653.00	138,653.00			137,546.26	1,106.74	99.20	
394-850.000-997.004	DDA 2008 BOND (\$2+M)	121,279.00	121,279.00			120,378.76	900.24	99.26	
394-850.000-997.005	2011 REFUNDING BOND (\$620K)	80,728.38	80,728.38			76,838.71	3,889.67	95.18	
		341,660.38	341,660.38			335,263.73	6,396.65	98.13	
Total Dept 850.000-LONG-TERM DEBT									
		341,660.38	341,660.38			335,263.73	6,396.65	98.13	
TOTAL Expenditures									
Fund 394:									
TOTAL REVENUES		343,000.00	343,000.00			418,073.44	(75,073.44)	121.89	
TOTAL EXPENDITURES		341,660.38	341,660.38			335,263.73	6,396.65	98.13	
NET OF REVENUES & EXPENDITURES		1,339.62	1,339.62			82,809.71	(81,470.09)	6,181.58	

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER
 PERIOD ENDING 06/30/2013

GL NUMBER	DESCRIPTION	2012-13 ORIGINAL BUDGET	2012-13 AMENDED BUDGET	YTD BALANCE 06/30/2013 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 494 - DDA PROJECT FUND						
Revenues						
Dept 000.000-ASSETS, LIABILITIES & REVENUE						
494-000.000-665.000	INTEREST EARNED	0.00	100.00	44.77	55.23	44.77
494-000.000-671.000	OTHER REVENUE	0.00	250,000.00	250,000.00	0.00	100.00
494-000.000-695.248	TRANSFER IN FROM DDA FUND 248	32,500.00	32,500.00	0.00	32,500.00	0.00
Total Dept 000.000-ASSETS, LIABILITIES & REVENUE		32,500.00	282,600.00	250,044.77	32,555.23	88.48
TOTAL Revenues						
TOTAL Revenues		32,500.00	282,600.00	250,044.77	32,555.23	88.48
Expenditures						
Dept 248.000-ADMINISTRATION						
494-248.000-820.000	PLANNING CONSULTING	0.00	0.00	0.00	0.00	0.00
Total Dept 248.000-ADMINISTRATION		0.00	0.00	0.00	0.00	0.00
Dept 908.000-TUPPER REDEVELOPMENT						
494-908.000-810.000	ATTORNEY FEES	0.00	11,000.00	10,820.00	180.00	98.36
494-908.000-830.000	ENGINEERING CONSULTING	13,500.00	13,500.00	13,213.00	287.00	97.87
494-908.000-830.008	ENVIRONMENTAL STUDY	19,000.00	29,000.00	17,826.35	11,173.65	61.47
Total Dept 908.000-TUPPER REDEVELOPMENT		32,500.00	53,500.00	41,859.35	11,640.65	78.24
TOTAL Expenditures						
TOTAL Expenditures		32,500.00	53,500.00	41,859.35	11,640.65	78.24
Fund 494:						
TOTAL REVENUES		32,500.00	282,600.00	250,044.77	32,555.23	88.48
TOTAL EXPENDITURES		32,500.00	53,500.00	41,859.35	11,640.65	78.24
NET OF REVENUES & EXPENDITURES		0.00	229,100.00	208,185.42	20,914.58	90.87
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		1,044,600.00	1,294,700.00	1,311,180.97	(16,480.97)	101.27
NET OF REVENUES & EXPENDITURES		805,418.38	826,418.38	737,742.32	88,676.06	89.27
NET OF REVENUES & EXPENDITURES		239,181.62	468,281.62	573,438.65	(105,157.03)	122.46

	2013 Taxable Value	Base Value	2013 Captured Taxable Value	2013 Estimated Millage Rates	2013 Estimated Tax Capture
Village Operating	31,937,108	13,039,409	18,897,699	9.8665	186,454
Village Streets	31,937,108	13,039,409	18,897,699	2.8874	54,565
Washtenaw County	31,937,108	13,039,409	18,897,699	5.7654	54,476 **
Scio Township	31,937,108	13,039,409	18,897,699	1.4460	27,326
Dexter District Library	31,937,108	13,039,409	18,897,699	1.1286	21,328
Washtenaw Community College	31,937,108	13,039,409	18,897,699	3.4576	65,341
Brownfield Capture (Dexter Wellness)					(47,701) ***
Brownfield Capture LaFontaine)					(30,578) ***
Estimated 2012 Capture					\$ 331,211

Estimated millage = estimated 2013 for Village and actual 2012 for everything else. No IFTs.

** Capture is (Taxable Value x millage rate)/2

***See Individual Brownfield Worksheets

	Recommended Budget FY 13-14	
Fund 248 Downtown Development Authority		
Revenues		
415.000 Tax Capture Revenue	\$348,000.00	
665.000 Interest Earned	\$500.00	
667.000 Rent	\$22,000.00	
Total	\$370,500.00	
Total Revenues \$370,500.00		
Expenditures		
Department 248 Administration		
803.000 Contracted Services	\$1,500.00	Audit
802.000 Professional Services	\$7,000.00	Consulting to the DDA
880.000 Downtown Events	\$700.00	Sponsorship of Events
957.002 DDA Capture Refunds	\$8,600.00	
935.002 DAPCO Maintenance	\$5,000.00	
Total	\$22,800.00	
Department 442 Downtown Public Works		
803.015 Village Maintenance	\$10,000.00	
970.000 Capital Improvements	\$0.00	
Total	\$10,000.00	
Department 965 Transfers Out		
999.012 Transfer Out for Bond Payments - 394	\$257,100.00	
999.014 Transfer Out to DDA Project Fund - 494	\$80,600.00	
Total	\$337,700.00	
Total Expenditures \$370,500.00		
Net Effect for Downtown Development Authority 248		
	\$0.00	

		Recommended Budget FY13-14
Fund 494 DDA Project Fund		
Revenues		
665.000	Interest Earned	\$200.00
671.000	Other Revenue	\$0.00
	Use of Reserves in Fund	\$9,200.00
695.006	Transfer In from DDA Fund 248	\$80,600.00
	Total Revenues	\$90,000.00
Projects		
	Tupper Redevelopment	\$50,000.00
	ADA Ramp	\$20,000.00
	House Purchase Payback	\$20,000.00
	Total Expenditures	\$90,000.00
		\$0.00



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
Trustee

Donna Fisher
Trustee

Jutte Knight
Trustee

Joe Semifero
Trustee

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Allison Bishop, AICP
Community Development Manager

Dan Schlaff
Public Services Superintendent

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.dextermi.gov

June 25, 2013

Willis Tupper
Tupper Properties LLC
2500 Bishop Circle East
Dexter, MI 48130

Dear Mr. Tupper:

In accordance with the License Agreement Regarding Environmental Work entered into by the Dexter Downtown Development Authority (DDA) and Tupper Properties LLC on February 12, 2013, this letter serves as notice that the Downtown Development Authority is preparing to demolish the buildings located 3045 Broad in two phases. The first phase will remove all of the building with the exception of the area leased by Dancer's Edge. This is expected to occur in late July. The second phase will remove the rest of the building once the Dancer's Edge lease ends in early 2014. The demolition will not include removal of the concrete foundations, pads, or paved areas in accordance with the Due Care Plan and Restrictive Covenant.

If you have any questions about this work, please feel free to contact me.

Sincerely,

Donna Dettling
Village Manager

cc: Dexter Automatic Products Company
Scott Munzel, DDA Attorney
Brian Kuberski, ASTI Environmental

VILLAGE OF DEXTER

ddettling@vdextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: DDA Board
From: Donna Dettling, Village Manager
Date: July 16, 2013 Amended Version
Re: Proposal from OHM- 3045 Broad Street Property Sale

At the June 19, 2013 DDA Meeting, a motion was made to request a proposal from Bird Houk/OHM to complete a footprint and square footage estimates. Attached is a proposal from OHM presented in two work steps. At this time it is unclear how this proposal will overlap or possibly duplicate effort that Jim Chaconas will bring to the DDA through the listing agreement, it would make sense to approve Work Step One, 3 tasks top end of the fee range \$4,000 at this time and further refine the DDA's needs on this project.

On July 16, 2013 Steve Brower, Jim Carson and I met with Jim Houk to review his proposal. From this review an amended version of the proposal is presented for your review. For Work Step One- Task 1, the group discussed getting together as soon as possible with a leadership group comprised of at least 2 members from Council, DDA, Planning, and Parks. Jim Houk and Jim Chaconas would help facilitate a goals and objectives discussion, with the intent to leave that initial meeting having made decision to allow moving forward with tasks 2-4.

Jim added a task 4 to Work Step One- Design Standard. This task will establish a set of design standards and guidance for the developer. Jim Houk felt that Work Step One, Task 1-4 would set us up for a Public Meeting to share information with the public. A public meeting is not included in the total cost for Work Step One. Jim Houk showed the total \$6,500 for tasks 1-4, but it only includes on rendering. If we want more than one rendering it would be another \$1,500.



ARCHITECTS. ENGINEERS. PLANNERS.

July 15, 2013

Ms. Donna Dettling
Village Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: 3045 Broad Street Property Sale

Dear Donna:

The following is an outlined scope of services with fee ranges regarding the Broad Street property sale.

SCOPE OF SERVICES:

WORK STEP ONE: REFINE PROGRAM AND GRAPHICS:

TASK 1: Meet with Village and Jim Chaconas of Colliers International to discuss goals and objectives for the development and sale of the Broad Street Property:

Fee Range: \$750- \$1,000

Task 2: Refine program and site plan based on the results of Task 1 and any change in site conditions;

Fee Range: \$1,200-\$1500

TASK 4 - DESIGN STANDARDS 2,500

Task 3: Prepare 1-2 artist renderings of the proposed redevelopment:

Fee Range: \$1,200 -\$1,500 per sketch

TOTAL \$6,500*

* ASSUMING 1 SKETCH

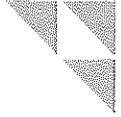
WORKSTEP TWO: ASSIST IN PREPERATION OF A RFP FOR POTENTIAL REDEVELOPMENT:

Task 1: Meet with Village to assist in determining potential incentives available for redevelopment.

Fee Range: \$1,200-\$1,500

Task 2: Working with Jim Chaconas of Colliers International, prepare Draft RFP document to include:

- Written goals and objectives for the re development
- Dexter Market overview



- required design standards
- Potential incentives from the Village
- Plan and rendering graphics
- Review with Village and refine.

If required to assist Colliers International's efforts in marketing the property, we will prepare this document in a "brochure" format for presentation to potential purchasers.

FEE Range: \$3,000-3,500

Task 3: Review and provide written recommendation to the Village on any development proposals

Fee Range: Hourly to be quoted based on complexity of submittal.

I have tried to outline the services that I believe would be very useful to the Village in obtaining the "right" use on the property. I do not know what budget you have allocated or how much detail you would like use to provide. Please give me your thoughts and I can adjust our scope accordingly. Should you have any questions, please give me a call.

Thanks again for your request.

Best Regards,

James M. Houk, ASLA, AICP
Vice President, Planning and Design Development

VILLAGE OF DEXTER

ddettling@vdextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: DDA Board

From: Donna Dettling, Village Manager

Date: July 16, 2013

Re: Request from Valerie Potsos of Dancer's Edge for an extension of her lease

I received the attached letter from Valerie Potsos of Dancer's Edge on July 16, 2013 and have included it for your review. I also attached a copy of the current lease with Dancer's Edge. Ms. Potsos is requesting a 6-month extension of the lease as well as a reduction in rent or a waiver of rent to assist in her transition.

As I mentioned at the meeting last month, there are several invoices for repairs to this lease space. An invoice from Master Craft Plumbing for a water heater, toilet repair, sprinkler line repair \$2,904.00 and an invoice from Metro Environmental to jet the sanitary sewer line \$620.00, both invoices are on the agenda for payment. We got an estimate to repair the collapsed sanitary sewer \$3,500.00 but plan to monitor and jet it when needed instead of making this repair.

Staff met with Valerie on June 24, 2013 to discuss her lease space and her future plans with the purchase of the former Jolly Pumpkin building. We suggested she write the letter requesting an extension, but we didn't discuss a reduction of rent or a rent waiver.



Valerie Potsos - Dancer's Edge @ Studio D
3045 Broad St.
Dexter, MI 48130 – (734) 424-2626 – DextersDancersEdge.com

Dear Dexter Downtown Development Authority,

As a business owner in the Village of Dexter for 10 years now, I believe that small businesses help attract customers from surrounding areas to have an impact on the local economy. For example, we have 400+ families that travel to our studio from areas like Jackson, Chelsea, Saline, Ann Arbor, Brighton, Howell, Grand Blanc and even more. Some of these families are in our studio 3-5 times a week. They visit and patronize local establishments like Aubrees, Dairy Queen, Busch's and many more. To help accommodate the expanding needs of my business, I have recently purchased a building in the village as I plan on being a lifelong tenant bringing valuable taxable dollars to the community.

As you know, I have a lease with the village through Dec. 31st, 2013. I can take possession of the new building in Feb. 2014. Then, we will have to prepare the facility for teaching classes. I would like to request permission for an extension of the current lease through June 30th, 2014. This will help us prep the new building as well as complete the dance season for 2013-2014. We anticipate being able to move out of the current building by June 15th, 2014. The extra time allotted is to allow for any certificates of occupancy to pass or unexpected surprises.

Our clients and customers are valuable patrons to the community. They are fully aware of our transition into the new facility and the DDA's exciting plans for the future with our current space! However, any interruption in their child's dance education will not be viewed as favorable for the community. Since we will be paying on the new building in Feb. 2014, we would also appreciate a reduction in rent or a waiver of our rent to assist us in this process until it is complete.

I truly appreciate the DDA's continued support of our programs. I look forward to meeting with you next week!

Sincerely,
Valerie Stead Potsos
Dancer's Edge @ Studio "D"
University of Michigan Dance Team, Head Coach

7-16-13

DANCER'S EDGE

Village of Dexter
Commercial Real Estate Lease for 3045 Broad Street (the Property)

This Commercial Real Estate (the Lease) is made and executed this _____ day of _____, 2012, between the Village of Dexter, a municipal corporation, located at 8123 Main Street, Dexter, MI (whose mailing address is 8140 Main Street Dexter MI, 48130) (the Landlord), and “**Dancer’s Edge Studio**”, whose address is Suite #10, 11, & 12, 3045 Broad St. Dexter, MI 48130 (the Tenant). (The Landlord and Tenant are referred to collectively as the Parties.)

The Village of Dexter and the Downtown Development Authority are undertaking an aggressive redevelopment effort for the Property.. This redevelopment effort will establish short and long term financially feasible options associated with the use and reuse of the Property. The Landlord will keep the Tenant updated as this redevelopment effort evolves. In order to maximize the potential for a successful redevelopment of the Property, the lease duration available to any tenant must remain more flexible than might otherwise be expected.

1. **DESCRIPTION:**

In consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, the Landlord hereby leases Suite #10, 11, & 12 of the Property to the Tenant , containing approximately **6,405 square feet** (the Premises), further described in the sketch of Premises attached hereto.

2. **TERM:** The term of the Lease shall be **16 months** and commence on September 1, 2012. The term of the Lease will end on December 31, 2013.

3. **RENT.**

The total for this 16 month contract shall be **\$59,780.00** in lawful money of the United States payable in monthly **installments of \$3,736.25 each**. This represents a per square foot rental rate of \$7.00. The first payment of \$3,736.25 is due on the date of execution of this Lease, and subsequent payments are due on the first of each month thereafter (the Due Date), commencing on October 1, 2012 and continuing through **December 31, 2013.**

If Tenant fails to pay the rent within seven (7) days from the due date, Landlord reserves the right to impose a Fifty and 0/100 Dollar (\$50.00) late fee to reimburse it for the additional expenses it will incur because of the late payment of the rent.

4. **FAILURE BY TENANT TO PAY AN OBLIGATION:**

If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under this Lease, the Landlord may at its option make

such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing Due Date after Landlord invoices Tenant for reimbursement of such expenses, together with interest at the lesser of seven percent (7%) per annum from the date of such payment or expenditure by the Landlord. On default in such payment the Landlord shall have the same remedies as on default in payment of rent.

5. RENT PAID TO:

All payments of rent or other sums shall be made to: Village of Dexter/DDA.

6. USE AND OCCUPANCY:

Tenant agrees and represents that the Premises during the continuance of this Lease shall be used and occupied for a Dance Studio & Education Classes, and for no other purpose or purposes without the written consent of the Landlord. Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this Lease forthwith and reenter and repossess the Premises. Furthermore, Tenant represents that it will not store, dispose of, handle, or receive any substance or material that is considered hazardous or dangerous under any applicable Federal, State or local statutes or regulations.

Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all applicable Federal, State or local laws, orders, regulations, or ordinances affecting the Premises and the use thereof, or the cleanliness, safety, occupation and use of same.

7. PARKING

Tenant has the right to use the parking area on the Property for itself and its customers, although there are no assigned parking spaces. Furthermore, Landlord reserves the right to limit the amount of parking spaces available to Tenant if Tenant's use unreasonably infringes on the ability of other tenants to use the parking area.

8. OUTSIDE STORAGE

Open or outside storage of materials and products on the Premises is not permitted.

9. CONDITION OF PREMISES AND IMPROVEMENTS:

Tenant acknowledges that it has occupied the Premises for at least one year and has examined the Premises and accepts the same as suitable for its intended purpose and use. Tenant understands that the **Premises are leased "as is" and that Landlord has no plans for improvements to the Premises or the Property.** Tenant shall at the end of the term return the Premises to Landlord in the same condition as of the beginning of this Lease, except for normal wear and tear.

10. MAINTENANCE AND REPAIRS.

Tenant shall, at its expense, maintain the Premises and every part thereof in good repair, reasonable use and normal wear and tear thereof excepted, and damage by the elements

excepted. The Tenant shall not perform any acts or carry on any practices which may injure the Property or Premises, or is a nuisance or menace to other tenants in the Property, and shall keep the Premises clean and free from rubbish at all times.

The Landlord, after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workers, agrees to keep in good order and repair the roof and the four outer walls of the Premises, including the doors and components, and the windows and components. The Landlord also agrees to maintain the heating, ventilation, air conditioning, plumbing, major electrical panels, sidewalks and parking lots.

Landlord will remove snow from the parking area, sidewalks and entrance to the Property. Landlord will mow the grounds and maintain landscaping.

Notwithstanding the above, Tenant shall be responsible for the cost of repair or replacement of any damage beyond normal wear and tear that Tenant or its customers, agents, or employees causes to the Property or Premises.

11. UTILITIES:

Tenant shall pay all utilities which are separately metered to it, including but not limited to: phone service, water, sewer, refuse, gas, and electric. For all utility services not separately metered to Tenant, Landlord shall pay such utility charges and shall allocate such charges to the tenants within the Property based on the square footage rented by each tenant as that compares to the square footage of the whole Property. Landlord reserves the right, if it determines that one tenant is using a disproportionately higher amount of a utility, to adjust the pro rata utility charges to reflect that higher use.

Tenant will be responsible for cable or high speed internet service charges as well as any costs associated with the installation of cable or high speed internet service.

12. PROPERTY INSURANCE & LIABILITY

The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Property, or for any loss or damage resulting to the Tenant or Tenant's property from bursting, stoppage, or leaking water, gas, sewer or steam pipes.

Landlord shall not be responsible for damage to Tenant's personal property from any cause whatsoever. Tenant shall, at its expense, insure the Premises against risk of loss or damage for personal property on or about the Premises, and shall name Landlord as an additional insured on such policy. The Tenant shall provide liability insurance coverage with a minimum policy of \$1,000,000. Tenant shall provide proof of such insurance, which shall also provide that Landlord be notified at least 30 days prior to any cancellation of or material change in such insurance coverage.

Tenant shall in addition defend, hold harmless, and indemnify Landlord from any liability or claim for damages because of any accident or casualty occurring in or about the Premises, except for those caused by Landlord's negligence.

Landlord shall provide building insurance for the Property against fire and damages due to the elements.

13. ALTERATIONS:

The Tenant shall not make any alterations, additions or improvements to the Premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the Parties upon the Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease.

The Tenant covenants and agrees that if the Premises consist of only part of a structure owned or controlled by the Landlord, the Landlord may enter the Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Property.

14. ASSIGNMENT AND SUBLET:

The Tenant may not assign, transfer, or mortgage this Lease, nor sublet the Premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, mortgage or subletting without written consent shall give the Landlord the right to terminate this Lease and to reenter and repossess the Premises.

15. BANKRUPTCY AND INSOLVENCY:

The Tenant agrees that if the estate created hereby is taken in execution, or by other process of law, or if the Tenant is declared bankrupt or insolvent, according to law, or any receiver is appointed for the business and property of the Tenant, or if any assignment is made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be canceled at the option of the Landlord.

16. PERSONAL PROPERTY TAXES

Tenant shall pay any personal property taxes that are assessed based on any personal property located within the Premises.

17. DAMAGE OR DESTRUCTION

If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, the Landlord shall elect (by written notice delivered to Tenant within 30 days of the date of such casualty) whether to repair or demolish the Premises. If the Landlord elects to demolish the Premises, the Lease shall terminate. If Landlord elects to repair the Premises, then Landlord shall repair and restore the Premises to good and tenantable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Premises are

restored to tenantable condition. Notwithstanding the above if the Tenant fails to adjust its own insurance or to remove its damaged goods, wares, equipment or property within a reasonable time, and as a result thereof repair and restoration is delayed, rent shall not abate during the period of such resulting delay. Furthermore, rent shall not abate if such fire or other cause damaging or destroying the Premises resulted from the negligence or willful act of the Tenant, its agents or employees, and provided further that if the Tenant shall use any part of the Premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant.

18. QUIET-ENJOYMENT.

Landlord covenants that if Tenant faithfully performs all of the covenants and agreements herein contained, that Tenant may peacefully and quietly have, hold, occupy and enjoy the Premises for and during the term hereof.

19. ADVERTISING DISPLAY:

All signs and advertising displayed in and about the Premises shall only advertise the business carried on upon the Premises and shall comply with all sign and advertising ordinances of the Village of Dexter. Landlord shall control the character and size thereof, and no sign shall be displayed except as approved in writing by the Landlord. No awning shall be installed or used on the exterior of the Property unless approved in writing by the Landlord.

20. ACCESS TO PREMISES:

The Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, he may demand that the Tenant make access to the Premises available to workers. If the Tenant refuses or neglects forthwith to allow such repairs to commence or to be completed with reasonable dispatch, the Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's business by reason thereof.

21. RE-ENTRY:

In case any rent or other amount due is and unpaid for a period of 30 days or if Tenant defaults in any of the covenants herein contained, or if the Premises are deserted or vacated, then the Landlord, its attorney, heirs, representatives and assigns, may reenter into and, repossess the Premises and the Tenant and each and every occupant to remove and put out, all consistent with Michigan law.

22. REMEDIES NOT EXCLUSIVE:

Each and every right, remedy and benefit provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.

23. WAIVER:

One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a future breach of the same covenant or condition.

24. DELAY OF POSSESSION:

If the Tenant is unable to enter into and occupy the Premises at the time above provided, because the Premises are not ready for occupancy, or because any previous occupant of the Premises held over, or because of any cause or reason beyond the direct control of the Landlord, then Landlord shall not be liable in damages to the Tenant, but during the period the Tenant is unable to occupy the Premises, the rent shall be abated. The Landlord is the sole judge as to when the Premises are ready for occupancy.

25. DEFAULT AND TERMINATION.

The Tenant shall be in default under this Lease if the Tenant fails two or more times in any twelve (12) consecutive months to pay rent on or before the seventh (7th) day after the Due Date, or if the Tenant fails to take action to commence and diligently complete other Tenant obligations, pursuant to this Lease, within twenty-one (21) days of delivery of written notice of the Landlord. Tenant shall also be in default, as stated in Paragraph 21, if it fails to pay rent within 30 days from the date such rent is due.

If the Tenant defaults, Landlord may, at Landlord's option, terminate the Lease, upon seven (7) days written notice to Tenant. In the event of termination by Landlord, Tenant shall remain responsible for all Tenant obligations through the effective date of termination.

26. BINDING.

This Lease shall be binding upon the heirs, assigns, representatives and assigns of the Parties.

27. NOTICES.

All notices required this Lease shall be made to the addresses shown here, or such other address as either Party may designate by written notice to the other Party, and personally delivered or sent by certified mail. Such notice shall be deemed given as of the date it is personally delivered or the date it is sent by certified mail.

TENANT: Valerie Potsos

LANDLORD: Village of Dexter

**Business: 3045 Broad Street
Suite 10, 11 & 12
Dexter, MI 48130**

**Mailing: 8140 Main Street
Dexter, MI 48130**

**Other: 3630 Meadowview
Dexter, MI 48130**

**Office Location: 8123 Main Street
Dexter, MI 48130**

28. TERMINOLOGY:

The word "he" shall be used as synonymous with the words "she", "it" and "they" and the word "his" synonymous with the words "her", "its" and "their".

29. ENTIRE AGREEMENT.

This Lease contains the entire agreement and understanding between the Parties. All prior understandings, terms, or conditions, are deemed merged in this Lease, and this Lease cannot be changed or supplemented orally.

30. SEVERABILITY.

This Lease shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Lease shall be deemed severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

TENANT:

Dancer's Edge Studio

By: _____
Valerie Stead Potsos

Date _____

LANDLORD:

**Village of Dexter
8140 Main Street
Dexter, MI 48130**

By: _____
Donna Dettling
Village Manager

Date _____

Witness: