

Dexter, Michigan
Downtown Development Authority

MEETING NOTICE

January 15, 2014

7:30 AM

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

Dexter Downtown Development Authority

Meeting Agenda
January 15, 2014 <> 7:30 AM
Dexter Senior Center
7720 Ann Arbor Street
Dexter, MI 48130

1. Call to Order:
2. Roll Call

Becker, Patrick	Bellas, Rich	Brouwer, Steve
Covert, Tom	Darnell, Don	Finn, Doug
Jones, Carol	Keough, Shawn	Model, Fred
O'Haver, Dan	Schmid, Fred	Willis, Randy
3. Approval of Minutes from the Regular December 18, 2013 Meeting
4. Approval of Agenda:
5. Pre-arranged Audience Participation: None
6. Non-Arranged Citizen Participation:
7. Treasurer's Report:
 - a) Invoices:

Universal Consolidated Enterprises	\$ 7,113.49
DTE Paid 12-19-13 to avoid late fee	\$ 134.60

Total: \$7,248.09
 - b) Approval of Treasurer's Reports- December
 - c) Review Forecast- Continue to Evaluate Capital Improvements Project Priorities
8. Correspondence / Communications: None
 - a) Updated DDA Membership Roster

9. Action Items:

1. Consideration of: Dancer's Edge Lease Extension, Pete & Valerie Potsos to attend the meeting.
2. Consideration of: Authorization to sign the Listing Agreement with Colliers dated December 27, 2013.
3. Consideration of: Request from Village Council to pay for street lighting costs associated with the Ann Arbor Street Improvement Project.

10. Discussion and Updates:

a) 3045 Broad Street Redevelopment

- Presentation of Design Standards to PC moved to **February 2014 meeting**. Attached is a rendering of the proposed redevelopment that Jim Houk is planning to use when he presents to the PC at the February 2014 meeting. This view is taken from Forest and Jeffords looking southwest.

b) Chelsea Wellness Foundation and Brownfield Updates- See memo

c) Update on demolition of 3045 Broad Street

- Anything new?

d) Discuss meeting day change to Thursday.

11. Village President

12. Chairman's Report:

Items for February 19, 2014 Agenda:

-
-

13. Non-Arranged Citizen Participation:

14. Adjournment

Dexter Downtown Development Authority

December 18, 2013 <> 7:30 AM

Dexter Senior Center
7720 Ann Arbor Street
Dexter, MI 48130

MINUTES

1. Call to Order: Called to order at 7:32 by Chairman Steve Brouwer.

2. Roll Call

Becker, Patrick-ab	Bellas, Rich	Brouwer, Steve
Covert, Tom	Darnell, Don	Finn, Doug-ab
Jones, Carol	Keough, Shawn	Model, Fred-ab
O'Haver, Dan-ab	Schmid, Fred-arrived at 7:38 AM	
Willis, Randy		

Also in attendance: Donna Dettling, Dexter Village Manager; Scott Munzel, Attorney for DDA; and Paul Cousins, Village Trustee.

3. Approval of Minutes from the Regular November 20, 2013 Meeting

Motion by Randy, second by Tom to approve the regular meeting minutes of November 20, 2013 as presented. Motion carries.

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

5. Pre-arranged Audience Participation: None

6. Non-Arranged Citizen Participation:

Paul Cousins of 7648 Forest, Dexter inquired about the DDA's participation of the banners created by local children and displayed this past summer. (Tom responded that the DDA will help with the banners.) Mr. Cousins also mentioned that the Schultz property at Jeffords and Forest is up for sale and Joe Schultz has relocated to Florida and that the Recellular building in the Dexter Research and Business Park has been sold and the new owners will be locating in Dexter.

7. Treasurer's Report:

a) Invoices: OHM invoice 144331 in the amount of \$1,107.00; US Bank invoice 3546339 in the amount of \$500.00; Munzel invoice 11194 in the amount of \$2,524.50; Scio Township invoice 15550 in the amount of \$6,378.91; and Monument Park Investments, LLC invoice 129 in the amount of \$2,500.00 for a total of \$13,010.41. *Motion by Fred S, second by Don to pay the invoices in the amount of \$13,010.41. Motion carries.*

- b) Approval of Treasurer's Reports – *Motion by Rich, second by Fred S to accept the November Treasurer's report. Motion carries.*
- c) Review Forecast – Continue to Evaluate Capital Improvements Project Priorities. .

8. Correspondence / Communications: None.

9. Action Items: None

10. Discussion Updates:

- a) 3045 Broad Street Redevelopment
 - Discuss asking price for listing the property.
 - Updates DTE substation
 - Presentation of Design Standards to PC at their January 2014 meeting

Motion by Don, second by Randy to list the DAPCO Property at 3045 Broad Street for \$1,000,000 and have Steve Brouwer communicate this to Jim Chaconas. Motion carries.

- b) Dexter Wellness Center and Chelsea Wellness Foundation. Open session updates on the purchase of the Wellness Center . Closed Session Planned with Scott Munzel, DDA Attorney.

In the Open Session the following information was given by Shawn Keough:

- *A letter was written to the Chelsea Wellness Foundation (CWF) asking for \$75,000 a year for 10 years for the loss of tax revenue and CWF countered with \$50,000 for a future project.*
- *Attended the November Strategic Fund meeting along with Paul Cousins and the Strategic Fund Board table their vote at this meeting.*
- *Met with Jeff Hardcastle on December 9 and he stated stating he didn't want to set a precedent for paying out money but did change to offer to \$78,000 (\$13,000 tax loss over 6 years).*
- *Talked to many and came up with a reimbursement for past projects – the DDA Ramp in Mill Creek Park and the Main Street Crosswalk project for a total up to \$140,000. CWF came back with 60% of this amount of \$84,000. This is being reviewed and payment of \$84,000 for the ADA Ramp will take place in the next grant cycle (did not feel that the Main Street Crosswalk project qualified).*
- *CWF are also aware of the challenge to Michigan Rehabilitation and that it is a for profit business in the facility.*
- *Closing is still on for December 19, 2013.*

- *The verbal agreement with Dexter Wellness Center is still in place to happen in the next calendar year.*
- *Will not be going to the Strategic Fund Meeting on December 18.*

Motion by Don, second by Randy to move into closed session at 8:10 AM for the purpose of discussing a document covered under Attorney/Client privilege in accordance with MCL 15.268 .

Ayes: Rich, Steve, Tom, Don, Carol, Shawn, Fred S and Randy.

Nays: None

Absent: Patrick, Doug, Fred M and Dan

Motion carries

At 8:11 Chairman Brouwer recused himself from the remainder of the meeting. In the absence of Vice-Chair Doug Finn, Past Chairman Fred Schmid assumed leadership of the meeting.

Motion by Tom, second by Don to leave closed session at 8:45 AM.

Ayes: Rich, Tom, Don, Carol, Shawn, Fred S, and Randy.

Nays: None

Absent: Patrick, Steve, Doug, Fred M and Dan

Motion carries

- c) Update on demolition of 3045 Broad Street
Anything new? Not at this time

11. Village Reports:

a) President – Nothing additional

b) Staff Support Update – None

12. Chairman's Report: None

Items for January 15, 2014 Agenda:

- *Look into changing meeting day as Wednesday's are difficult for some.*

13. Non-Arranged Citizen Participation: None

14. Adjournment: *Motion by Don, second by Randy to adjourn the meeting at 8:47 AM. Motion carries.*

Respectfully submitted,

Carol Jones
Secretary



**UNIVERSAL
CONSOLIDATED
ENTERPRISES**

17625 E. 10 MILE ROAD, ROSEVILLE, MICHIGAN 48066

Phone: (810) 772-4854 • Fax: (810) 772-5436
(586) (586)

INVOICE #014-0108-C

DATE: January 8th, 2014
ACCOUNT NO: Village of Dexter
YOUR PO. NUMBER: Award Letter
TERMS: _____
SHIP VIA: _____
FOB: _____
SALESMAN: Brad Wolfbauer

Village of Dexter Downtown Development Auth.
ATTN: Courtney Nicholls
8140 Main Street
Dexter, MI 48130

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	
	<p>DEMOLITION OF BUILDINGS LOCATED AT 3045 BROAD</p> <p>(Invoice #014-0108-01 This is an invoice for previously completed Asbestos Abatement ONLY, this invoice does NOT represent the total Contract Amount)</p> <p>Phase I Asbestos Abatement ONLY</p>			\$7,113 49
PLEASE PAY FROM THIS INVOICE		SUB TOTAL		
Seven Thousand One Hundred Thirteen Dollars and Forty-nine Cents in U.S. Funds to U.C.E., Inc.		TAX		
Thank You!		TOTAL		\$7,113 49



Global Green Service Group, LLC

27113 Powers

Dearborn Heights, MI 48125

(734) 379-2054 Phone

(313) 291-2399 Fax

September 30, 2013

Mr. Bradley Wolfbauer
Universal Consolidated Enterprise
17625 East Ten Mile
Roseville, MI 48066

RE: 3045 Broad Street Dexter, MI.

Dear Mr. Wolfbauer:

This letter is to confirm that Global Green Service Group has removed and properly disposed of ACM's from the building at 3045 Broad Street in Dexter, MI as "were identified in the Asbestos Survey provided by the Village of Dexter." Also attached to this letter is a copy of Global Green Service Group's ACM license as well as the abatement license of our onsite supervisor.



Michael Haman – GGSG Onsite Supervisor

Date

9/30/2013

Contractor Number

C38103

Expiration Date

06/19/2014

State of Michigan

Department of Licensing and Regulatory Affairs

Global Green Service Group

has satisfactorily met the requirements of Michigan Public Act 133 of 1986 as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5+ employees)
The issuance of this license does not ensure that asbestos abatement insurance coverage has been acquired by the licensee. This license is nontransferable.

MS 03/15/2011
Michigan, State of
Public Act 133 of 1986, as amended

109452

1390

MFM
4-4-13

State of Michigan

Asbestos Certified Supervisor



Michael J. Haman
14745 Kennebec Street
Southgate, MI 48196



DOB: 08/04/1968

Accreditation Number
A6022

This individual has successfully met or exceeded the requirements of Section 205 of the Toxic Substances Control Act to be accredited in the above discipline.

Accreditation card is not valid if altered. 102315

MANIFEST NUMBER
34147

EASTERN MICHIGAN LANDFILLS
NON-HAZARDOUS SPECIAL WASTE MANIFEST

13213

Directions: Print or type all information except where signature is required.
Make sure information is transmitted on all copies.

GENERATOR INFORMATION

a. Generator Name: Hillgard Dactor b. Generator Location: Building
c. Address: 5100 Main St d. Address: 3045 Broad St
Dactor MI 48813 Dactor MI
e. Phone No. 734-426-5303 f. Phone No. _____
g. Waste Control No. 48813 h. Other _____
i. Other _____
j. Special Waste Approval Number: 30691314079

k. Customers Accession Number: _____ l. Quantity: 1 Type: DRUM Units: 1
GENERATOR'S CERTIFICATION: I hereby certify that the above mentioned materials are not hazardous waste as defined by RCRA, EPCRA, or any other applicable law and have been properly classified and packaged, and in proper condition for transportation according to applicable regulations.

Signature: Michael H. ... Date: 1/23/13
Shipment Date: _____

BM	TYPE
DR	METAL DRUM
DE	PLASTIC DRUM
FB	FIBER DRUM
BG	BAG
TR	TRUCK
OT	OTHER
UN	UNITS
CU	CUBIC YARDS
TO	TONS
OT	OTHER

TRANSPORTER INFORMATION

TRANSPORTER 1		TRANSPORTER 2	
a. Name: <u>Albion Truck Service</u>	b. Name: <u>H.W. ...</u>	c. Name: <u>H.W. ...</u>	d. Name: <u>H.W. ...</u>
e. Address: <u>2713 ...</u>	f. Address: <u>780 ...</u>	g. Address: <u>780 ...</u>	h. Address: <u>780 ...</u>
i. Driver Name: <u>Michael H. ...</u>	j. Driver Name: <u>Frank ...</u>	k. Driver Name: <u>Frank ...</u>	l. Driver Name: <u>Frank ...</u>
m. Phone No. <u>734 ...</u>	n. Phone No. <u>734 ...</u>	o. Phone No. <u>734 ...</u>	p. Phone No. <u>734 ...</u>
q. Vehicle License No./State: <u>MI</u>	r. Vehicle License No./State: <u>MI</u>	s. Vehicle License No./State: <u>MI</u>	t. Vehicle License No./State: <u>MI</u>
u. Date: <u>1/23/13</u>	v. Date: <u>1/23/13</u>	w. Date: <u>1/23/13</u>	x. Date: <u>1/23/13</u>

DISPOSAL FACILITY INFORMATION

a. Name: Chickadee Forest b. Phone No. _____
c. Physical Address: 2700 ...
d. Ticket No.: _____
I hereby certify that the material described above has been accepted for disposal at this facility.
Signature: Michael H. ... Date: 1/23/13

a. Operator's Name: Michael H. ... Operator's Phone No. 313-251-2522
b. Operator's Address: 2713 ...
c. Special Handling Instructions and additional information: _____
OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.
e. Operator's Name & Title: Michael H. ... Date: 1/23/13
f. Name and address of responsible agency:
AIR QUALITY DIVISION, MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 60028
LANSING, MI 48908
g. Friable Non-friable Both Friable Non-friable
Operator refers to the company who is/are: generator contractor transporter other facility other

MULTIPLE PAYMENT COUPONS ENCLOSED

Contact Information

Gas Leak or Gas Emergency 800.947.5000
 Customer Service or Power Outage 800.477.4747
 Hearing-Impaired TDD Line 800.888.6886 (Mon-Fri 8am-5pm)
 Web Site dteenergy.com

Dancis Edge

Summary of Charges

Account Number 4667 427 0016 7

Account Balance as of Oct 30, 2013	108.67
Payment Received Nov 25, 2013 Thank You!	- 108.67
Balance Prior to Current Charges	0.00
Current Charges	
DTE Electric Company Business Electric Service	80.39
DTE Electric Company Interruptible Heating / Cooling Service	5.06
DTE Gas Company Gas Industrial	29.27
Outdoor Lighting Service	19.88
Total Current Charges	134.60
Account Balance as of <u>November 27, 2013</u>	<u>\$134.60</u>

ok to pay 12-19-13
248.248.000.935.002

Your current charges are due on December 23, 2013. A 2% late payment charge will be applied if paid after the due date.

Important Information

Monitor and manage your energy usage by accessing your electric and/or gas usage history online at dteenergy.com.

On November 14, 2013, the MPSC issued an order in Case U-17216 approving the U-17216 Revenue Decoupling Mechanism Surcharge/Credit (U-17216 RDM Surch/Credit). This surcharge is effective for December 2013 through March 2014 bills.



VILLAGE OF DEXTER

ddettling@villageofdexter.org

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: January 15, 2014
Re: DDA Board Roster

Michigan compiled law requires staggered 4-year terms.

DDA Board Member	Term
Tom Covert, Treasurer	2012-2016
Don Darnell	2012-2016
Rich Bellas	2012-2016
Steve Brouwer, Chairman	2013-2017
Doug Finn, Vice Chair	2013-2017
Fred Schmid	2013-2017
Carol Jones, Secretary	2010-2014
Fred Model	2010-2014
Randy Willis	2010-2014
Dan O'Haver	2011-2015
Patrick Becker	2011-2015
Shawn Keough	Village President Term 2016

Donna Dettling

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Sunday, January 12, 2014 9:38 AM
To: Courtney Nicholls (cnicholls@dextermi.gov); Donna Dettling (ddettling@dextermi.gov); stevebrouwer@arbrouwer.com
Subject: Conversation with Pete Potsos - Dancer's Edge lease extension

Hello Donna, Steve and Courtney,

As a follow-up to a conversation I had with Courtney on Friday, Pete Potsos and I spoke on Friday evening about getting a lease extension in place and the importance of having the DDA approve something at the next DDA meeting. Their current lease expires at the end of January. I expressed to Pete that I thought the DDA would grant an extension to the current lease under the same terms, and asked either he or Valerie to attend on Wednesday.

I also asked Pete to think about how much time they still needed before they would be moving across the street. It sounded to me like they were approximately 30 to 60 days away from being finished with everything, including final inspections and getting a Certificate of Occupancy issued. Hopefully Pete or Valerie can provide a better timeline this week. For now, the important thing is that we get an extension in place.

I think the DDA Agenda should have a consideration item for a month to month extension.

Thanks,

Shawn

Please consider the environment before printing this message.

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EXCLUSIVE LISTING AGREEMENT

Sale

Date: Friday, December 27, 2013

Dexter Downtown Development ("Seller") hereby grants to Colliers International Detroit, LLC, dba Colliers International ("Broker"), in consideration of Broker's services in offering the following described property (the "Property") for sale, the exclusive right to find a purchaser(s) for the Property during the Listing Period, defined below, and any extension of the Listing Period, and Seller agrees to pay Broker a commission or commissions ("Commission") as specified herein.

Description of the Property

Land and premises in the Village of Dexter County of Washtenaw, State of Michigan, described as: 3045 Broad Street, Dexter, MI 48130.

Sale Price

The sale price shall be One Million Dollars (\$1,000,000.00) (the "Sale Price"). Seller shall have the right to accept any other Sale Price as Seller may, in its sole discretion, deem appropriate.

Listing Period

Broker will have the exclusive right to find a purchaser(s) for the Property from the date of this agreement through December 31, 2014 (the "Listing Period") and during any extension of the Listing Period. The Listing Period may be extended by written authorization of Seller.

SELLER AGREES AND REPRESENTS AS FOLLOWS:

1. Discrimination because of religion, race, color, national origin, age, sex, disability, familial status, or marital status on the part of the real estate broker, real estate salesperson, seller, or lessor is prohibited.
2. Seller will pay to Broker a Commission if (a) during the Listing Period or any extension of the Listing Period ("the Commission Period"), the Property is sold or exchanged on any terms to any person or entity, (b) within six (6) months after the expiration of the Commission Period, the Property is sold or exchanged on any terms to a person or entity (or any affiliate of any person or entity) who, during the Commission Period, was shown the Property, or informed of its availability for sale by any person or entity, including Seller, or (c) during the Commission Period, Broker presents to Seller a person or entity who is ready, willing, and able to purchase the Property for the Sale Price, regardless of whether the Property is sold. If, during the Commission Period, any person or entity submits a written offer to purchase the Property, or enters into negotiations for the purchase of the Property, the Commission Period will be extended with respect to that person or entity until consummation of a sale or exchange or until termination of all efforts or negotiations with that person or entity. The term "affiliate" includes, but is not limited to, any agent, partner, member, shareholder, joint venturer, parent, subsidiary, successor, assign, and familial relation.
3. The Commission will be six percent (6%) of the Sale Price, with a minimum commission of Twenty Thousand (\$20,000.00) Dollars.
4. The Commission will be paid to Broker upon the first of the following to occur: (a) closing of a sale or exchange agreement, or (b) transfer of title to the Property. If a sale is not consummated because of the purchaser's failure to perform and a deposit made by the purchaser is forfeited, Seller agrees that the deposit will be applied first to reimburse the Broker for all expenses incurred by Broker on the Seller's behalf, including but not limited to abstracting charges, counsel, and fees of public officers and that one-half of the remainder of such deposit (but not in excess of the amount of the full Commission) will be retained by the Broker in full payment for services rendered in this transaction.
5. ~~Seller hereby authorizes Broker to accept monies on its behalf from any actual or potential purchaser and to apply such funds to the Commission.~~
6. Seller is the owner of the Property and has and can deliver marketable title of record to the Property, free from any restrictions and encumbrances thereon, except the following:

_____. Seller has not entered into any other listing agreement with respect to the Property that has not expired or terminated. Seller will take no action to frustrate, hinder, or prevent Broker from offering the Property during the Listing Period.



7. All inquiries or offers regarding the Property from any source whatsoever will be referred to Broker's attention, along with a copy of any written inquiry or offer.
8. Broker may show the Property to prospective purchasers during reasonable hours, erect a "For Sale" sign on the Property, and remove other "For Sale" signs from the Property. Broker is authorized to cooperate with other brokers, however, Seller is under no obligation to pay any Commission to any cooperating broker.
9. This agreement represents the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, understandings, and negotiations, written or oral, between the parties.
10. This agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties. Seller hereby acknowledges receipt of a copy of this agreement.

SELLER: Dexter Downtown Redevelopment

By: _____
Steve Brouwer Date

Its:

ACCEPTED BY
Colliers International Detroit, LLC d/b/a
COLLIERS INTERNATIONAL

By: _____
Jim Chaconas, CCIM

By: _____
Paul Choukourian
Managing Director, CCIM, RPA
Its: Broker of Record

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: DDA Board Members
From: Donna Dettling, Village Manager
Date: January 15, 2014
**Re: Consideration of cost share for lighting improvements along
Ann Arbor Street Improvement Project**

At the October DDA meeting the DDA was asked to consider paying for Street Lights on Ann Arbor Street. DDA members may recall that we discussed the development of a Comprehensive Street Lighting Plan for the DDA District at our May 15, 2013 meeting. At that time the DDA was asked to weigh-in on the suspension of Street Lighting Standards due to a Site Plan requirement for the 3rd Building at Dexter Town Center on Baker Road. The DDA made a motion to advise Village Council that the DDA supports the position that Ornamental Street Lights should not be a Private Developer's responsibility in the DDA District.

The Ann Arbor Street Improvement Project is in the DDA district and is primarily residential. The proposed lighting plan adds 12 Ornamental Street Lights and would close wide gaps in lighting along Ann Arbor Street. It would be optimal if the final decision to include the lighting is made before the project is bid, in order to avoid contractor bid adjustments if this is pulled from the contract after the bid is submitted. Patrick Droze provided an explanation of the MDOT rules that create this challenge. Patrick is continuing to investigate the village options on this matter.

In October the DDA was asked to consider paying for the lighting and at that time asked that this item be brought back on a future DDA agenda. Attached are the Ann Arbor Street Lighting Plan and an opinion of probable cost for the lighting.

It would be ideal if the DDA would make a motion that this item would be included in their 2014-15 budget committing to 100% of the cost or a portion of the cost currently estimated at \$107,637.50.

From: Droze, Patrick
Sent: Friday, January 10, 2014 10:29 AM
To: Loch, Mark
Subject: RE: AA Street Estimate

Donna:

The main issue is that if we place this in the bid, get prices, then remove the work from the contract, the Contractor may be able to file a claim and will be able to renegotiate the prices of the remaining light poles on the project (Central Street portion). The renegotiated price could be as much as 75% of the original contract value of the work. That's not to say that the contractor would absolutely go after this amount, but they potentially could. An example of how this might play out would be:

Original Bid (Ann Arbor and Central Street Lighting)			
Item	Quantity	Bid Price	
Light Poles	18	\$ 5,000.00	\$90,000.00
New Quantity after removing Ann Arbor Street Poles			
Item	Quantity	Bid Price	
Light Poles	6	\$ 5,000.00	\$30,000.00
75% of original contract quantity times contract unit price			
		\$67,500.00	
New Quantity after price negotiation			
Item	Quantity	Negotiated Bid Price	
Light Poles	6	\$11,250.00	\$67,500.00

MDOT's specification outlines how it could play out:

B. Significant Changes in the Character of Work. If alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work, cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment must be agreed upon prior to the performance of the work in accordance with subsection 109.05.

The term significant change will be construed to apply only to the following circumstances:

1. When the character of the work, as altered, differs materially in kind or nature from that involved or included in the original proposed construction.
2. When a major pay item, as defined in subsection 101.03, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for increase in quantity will apply only to that portion in excess of 125 percent of original pay item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. For decreases below 75 percent, the maximum allowable adjustment will not exceed an amount equal to 75 percent of the original contract quantity times the contract unit price.
3. When the Engineer increases the quantity of a minor pay item such that the revised quantity meets the criteria for a major pay item. The Department will make an adjustment in the contract unit price that applies only to the quantity of that pay item that exceeds the quantity meeting the criteria for a major pay item.

PATRICK M. Droze, P.E.
PROJECT ENGINEER



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

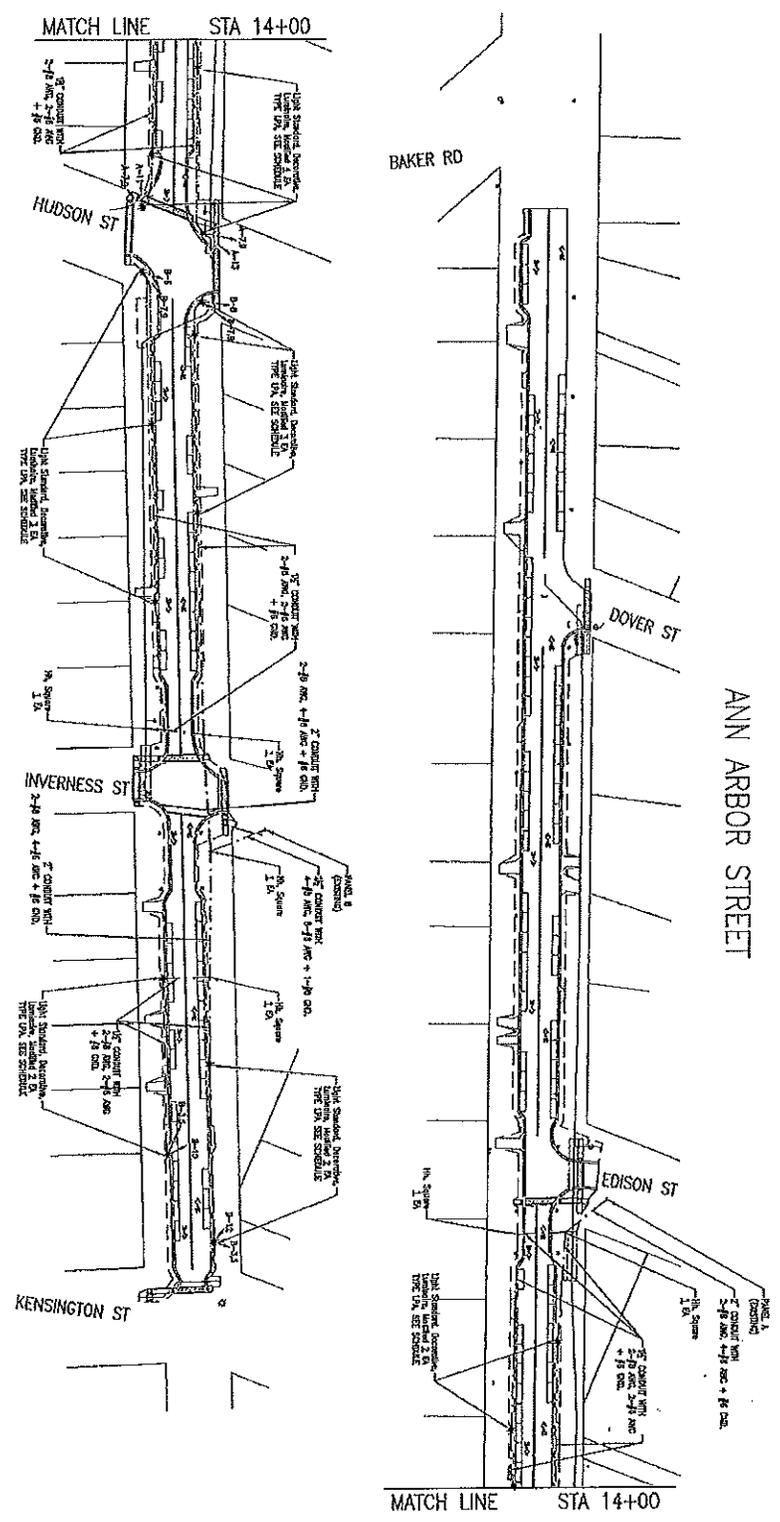
PROJECT: Ann Arbor Street Resurfacing
LOCATION: Dexter
WORK: Corridor Lighting Improvements

DATE: January 9, 2014
PROJECT #: 130130050
ESTIMATOR: zdf
CHECKED BY: pmid
CURRENT ENR: _____

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
8190146	Conduit, Schedule 40, 1 1/2 inch	Ft	2260	\$ 4.00	\$ 9,040.00
8190147	Conduit, Schedule 40, 2 inch	Ft	305	\$ 4.50	\$ 1,372.50
8190148	Conduit, Schedule 40, 2 1/2 inch	Ft	60	\$ 5.00	\$ 300.00
8190211	DB Cable, in Conduit, 600V, 1/C#6	Ft	6550	\$ 1.50	\$ 9,825.00
8190212	DB Cable, in Conduit, 600V, 1/C#8	Ft	5500	\$ 1.00	\$ 5,500.00
8190236	Cable, Equipment Grounding Wire, 1/C#6	Ft	2900	\$ 1.00	\$ 2,900.00
8190261	Hh, Square	Ea	6	\$ 600.00	\$ 3,600.00
8197050	Light Standard, Decorative Luminaire, Modified	Ea	16	\$ 4,000.00	\$ 64,000.00
8197050	Light Standard, Foundation, Modified	Ea	16	\$ 600.00	\$ 9,600.00
8197050	Metered Service, Modified	Ea	2	\$ 750.00	\$ 1,500.00
Subtotal (lighting only)					\$ 107,637.50

PANEL A		SECTION		SECTION		SECTION	
CONSTRUCTION	DATE	NO. OF SHEETS	TOTAL SHEETS	NO. OF SHEETS	TOTAL SHEETS	NO. OF SHEETS	TOTAL SHEETS
CONSTRUCTION	05/20/2014	1	1	1	1	1	1
DATE	05/20/2014	1	1	1	1	1	1
NO. OF SHEETS	1	1	1	1	1	1	1
TOTAL SHEETS	1	1	1	1	1	1	1
CONSTRUCTION	05/20/2014	1	1	1	1	1	1
DATE	05/20/2014	1	1	1	1	1	1
NO. OF SHEETS	1	1	1	1	1	1	1
TOTAL SHEETS	1	1	1	1	1	1	1

PANEL B		SECTION		SECTION		SECTION	
CONSTRUCTION	DATE	NO. OF SHEETS	TOTAL SHEETS	NO. OF SHEETS	TOTAL SHEETS	NO. OF SHEETS	TOTAL SHEETS
CONSTRUCTION	05/20/2014	1	1	1	1	1	1
DATE	05/20/2014	1	1	1	1	1	1
NO. OF SHEETS	1	1	1	1	1	1	1
TOTAL SHEETS	1	1	1	1	1	1	1
CONSTRUCTION	05/20/2014	1	1	1	1	1	1
DATE	05/20/2014	1	1	1	1	1	1
NO. OF SHEETS	1	1	1	1	1	1	1
TOTAL SHEETS	1	1	1	1	1	1	1



ANN ARBOR STREET

ANN ARBOR STREET LIGHTING PLAN SHEET 0101A-0101B-0101C-0101D-0101E-0101F-0101G-0101H-0101I-0101J-0101K-0101L-0101M-0101N-0101O-0101P-0101Q-0101R-0101S-0101T-0101U-0101V-0101W-0101X-0101Y-0101Z



VILLAGE OF DEXTER
ANN ARBOR STREET LIGHTING PLAN

PROJECT NO.	0130-13-0051
DATE	05/20/2014
PROJECT NAME	VILLAGE OF DEXTER
PROJECT LOCATION	34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427
PROJECT OWNER	VILLAGE OF DEXTER
PROJECT DESIGNER	OHM ADVISORS, INC.
PROJECT CONTRACT NO.	0130-13-0051
PROJECT CONTRACT DATE	05/20/2014
PROJECT CONTRACT VALUE	
PROJECT CONTRACT TYPE	
PROJECT CONTRACT STATUS	
PROJECT CONTRACT DESCRIPTION	
PROJECT CONTRACT TERMS	
PROJECT CONTRACT NOTES	
PROJECT CONTRACT CONTACTS	
PROJECT CONTRACT ADDRESSES	
PROJECT CONTRACT PHONE NUMBERS	
PROJECT CONTRACT FAX NUMBERS	
PROJECT CONTRACT EMAIL ADDRESSES	
PROJECT CONTRACT WEBSITE ADDRESSES	
PROJECT CONTRACT SOCIAL MEDIA ADDRESSES	
PROJECT CONTRACT OTHER CONTACTS	
PROJECT CONTRACT OTHER ADDRESSES	
PROJECT CONTRACT OTHER PHONE NUMBERS	
PROJECT CONTRACT OTHER FAX NUMBERS	
PROJECT CONTRACT OTHER EMAIL ADDRESSES	
PROJECT CONTRACT OTHER WEBSITE ADDRESSES	
PROJECT CONTRACT OTHER SOCIAL MEDIA ADDRESSES	
PROJECT CONTRACT OTHER CONTACTS	
PROJECT CONTRACT OTHER ADDRESSES	
PROJECT CONTRACT OTHER PHONE NUMBERS	
PROJECT CONTRACT OTHER FAX NUMBERS	
PROJECT CONTRACT OTHER EMAIL ADDRESSES	
PROJECT CONTRACT OTHER WEBSITE ADDRESSES	
PROJECT CONTRACT OTHER SOCIAL MEDIA ADDRESSES	





VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@vdextermi.gov

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: DDA Board
From: Donna Dettling, Village Manager
Date: January 15, 2014
Re: Updates

Chelsea Wellness Foundation Grant

At the December DDA meeting Shawn Keough informed the DDA that CWF is considering grants for past projects, which included the DDA Ramp in Mill Creek Park and the Main Street Crosswalk project up to \$140,000. CWF came back with 60% of this amount for a grant award in the next grant cycle, which would be confirmed at the next grant review committee.

On December 20, 2013, the Chelsea Wellness Foundation grant review committee approved an \$85,000 reimbursement to the DDA for the ADA ramp project, which is one of the projects that the DDA pledged to cover when the Village completed the Mill Creek Park improvements in 2012. This is great news; however, the CWF added an additional condition to the approval which was not part of the agreement reached with the Village/DDA. Council and DDA will have to discuss whether to accept this condition or not. For now, we have informed the CWF that they have proposed a change to the agreement we had and are awaiting feedback from them.

A copy of the letter that Amy Heydlauff provided along with the \$85,000 grant check is included for your review as well as the letter the village submitted in response to the additional conditions of approval. The \$85,000 check has not been deposited, as we await feedback from CWF.

Brownfield Reimbursement Agreement and DWC Donation Agreement

Included for your review is a copy of the executed amendment to the reimbursement agreement between BST Investments and the County Brownfield Authority. Nathan Voight from the County Brownfield Authority is securing the last two signatures on the amendment. Also included is a copy of the executed donation agreement between DWC, LLC and the DDA.

Scott Broshar

Larry Gobler

Pat Conlin

Kevin Dombkowski

Randy Forsch

Ken Gietzen

Nancy Graebner

Jeff Hardcastle

Amy Heydlauff

Susan Kheder

Anne Kittendorf

Kari Newman

Judy Nold

Alison Pollard

Jack Wheeler



December 27, 2013

Donna Dettling
Village Manager
8123 Main Street
Dexter, MI 48130

RE: Grant approval

Dear Ms. Dettling:

Chelsea-Area Wellness Foundation is pleased to fund the grant request in the amount of \$85,000 for a ramp providing access to Mill Creek Park & trails. The project had particular appeal to our grant committee because 1) it is consistent with our charitable and philanthropic mission 2) it completes a project that meets mission elements that CWF and the Village of Dexter share, namely, improving access to healthy opportunities to the general public in Dexter regardless of their financial resources and 3) it leverages local government money, foundation money and money from other sources to the community's advantage. As an act of good faith we are fully funding the approved grant in 2013, rather than partially in 2013 and partially in CWF's 2014-2015 fiscal year, as previously arranged by Mr. Keough and Mr. Hardcastle.

Chelsea-Area Wellness Foundation submits this letter and its payment on the basis that this grant resolves any claim of the Village of Dexter with regard to real estate taxation of the Dexter Wellness Center. Notwithstanding the prior sentence, this resolution does not include the question of property taxation of the 4.5% of Dexter Wellness Center which is leased to a for-profit physical therapy practice.

We trust this will bring about a fresh start in our relationship with the Dexter Village Council as we work together for the community's health.

Sincerely,

Amy Heydlauff, RN, MHSA
Executive Director
Chelsea-Area Wellness Foundation
734.433.4599

Cc: Shawn Keough
Jeff Hardcastle

310 N Main
Suite 203
Chelsea, MI
48118

(734)433-4599

5healthytowns.org



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

Joe Semifero
Trustee

Julie Knight
Trustee

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Dan Schlaff,
*Superintendent of
Public Services*

Marie Sherry, CPFA
*Treasurer/Finance
Director*

Courtney Nicholls
*Assistant Village
Manager*

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
dextermi.gov

January 3, 2014

Chelsea Wellness Foundation Board Members
C/O Ms. Amy Heydlauff
310 North Main Street, suite 203
Chelsea, MI 48118

Re: Grant Approval

Dear Ms. Heydlauff:

Thank you for personally delivering the \$85,000 grant check that helps cover the cost of a ramp that provides access to Mill Creek Park & trails. This project does meet many goals as you outlined in your December 27, 2013 letter, and the Village and Downtown Development Authority appreciate this early payment. That said, your letter contains some language that raises concerns.

As you know, the recent agreement between the Village and CWF was that the Village would not object to CWF's application for tax-exempt bond funding from the Michigan Strategic Fund, in exchange for CWF's consideration of certain grant requests by the Village. Jeff Hardcastle represented that these grant requests would be approved, partially in 2013 and partially in 2014. The agreement did not contain any elements regarding property tax issues, although I did discuss with Jeff that there was concern that a for-profit entity was occupying part of the building. Based on the agreement we reached, the Village communicated to the MSF that the Village would not be appearing at the hearing because the parties had reached an agreement. Thus, the Village complied with its part of the agreement.

Your letter of December 27 appears to submit the funding check with the condition that acceptance of the check resolves any claims regarding property taxation issues about the Dexter Wellness Center. This would broaden the agreement with CWF to include terms to which the Village and the DDA did not agree. The Village and the DDA do not have sufficient facts to understand how CWF operates this facility, and therefore cannot agree at this time to any resolution of property tax issues. I also note that, procedurally, such an issue would need to be considered by Council and the DDA Board.

Therefore, if your intent was to deliver the check in satisfaction of CWF's agreement with the Village without additional conditions, please communicate



VILLAGE OF DEXTER

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that and the Village will deposit the check. If not, however, the Village will return this check and await the funding consistent with our agreement; that is, partial funding in 2013 and partial funding in 2014.

We look forward to your clarification of your intentions and trust that you will honor our original agreement. Thanks for acting so quickly on your review of our projects.

Sincerely,

Shawn W. Keough
Village President, DDA Member

WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This First Amendment to Reimbursement Agreement ("Amendment") is made on November 7, 2013, between BST Investments LLC (the "Owner"), a Michigan Limited Liability Company having an address at 7444 Dexter-Ann Arbor Road, Suite F, Dexter, Michigan 48130 and the **WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY** (the "WCBRA"), a Michigan public body corporate, having the address at 110 N. Fourth Avenue, P.O. Box 8645, Ann Arbor, Michigan 48104-8645.

PREMISES

A. On July __, 2011, the Owner and the WCBRA entered into a Reimbursement Agreement ("Agreement") that anticipated that the Owner would be reimbursed for certain costs of eligible activities and the WCBRA would be paid certain administrative costs and funds placed in its local site remediation revolving fund in a combined amount not to exceed \$312,000 with projected tax increment revenues to be captured by the WCBRA pursuant to a Brownfield Plan for Owner's approximately 7.4 acre property, located at 2810 Baker Road in Dexter, Michigan, as described in the Brownfield Plan ("Property").

B. Owner has incurred costs of eligible activities on the Property and the WCBRA has incurred administrative and related costs in connection with the Brownfield Plan and the Agreement.

C. Due to circumstances arising since the date of the Agreement, tax increment revenues that will be generated by the Property under the Brownfield Plan are substantially less than originally projected.

D. Accordingly, the WCBRA and the Owner have agreed to modify the amount of reimbursement the Owner will receive for the costs of eligible activities the Owner has incurred at the Property.

NOW THEREFORE, In consideration of the premises and the mutual covenants and obligations contained in this Amendment, the Owner and the WCBRA hereby enter into this Amendment and covenant and agree as follows:

1. The amount of tax increment revenues to be captured by the WCBRA will be limited to such revenues that are available and captured through tax year 2013 (estimated to be approximately \$99,631).

2. The WCBRA first will be reimbursed from the captured tax increment revenues for its administrative costs in the amount of \$8,000 from the and will place \$16,000 of those revenues in its local site remediation revolving fund.

3. The WCBRA will reimburse Owner for costs of eligible activities it incurred on the Property pursuant to the Brownfield Plan with the remaining amount of tax increment revenues

captured through tax year 2013 after the payments to the WCBRA are made as provided in paragraph 2, above, and Owner agrees to relinquish any and all rights to reimbursement for costs of eligible activities incurred or to be incurred in excess of the amount specified in this Amendment.

4. When the payments described in paragraphs 2. and 3. above have been made, the reimbursement/payment rights and obligations of Owner and the WCBRA under the Agreement shall be terminated, and the Brownfield Plan deemed satisfied and fulfilled. All other provisions of the Agreement not in conflict with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the WCBRA and the Owner have caused this Amendment to be duly executed and delivered as of the date first written above.

Approved As To Form:

Owner

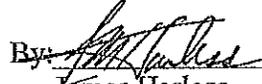
_____ Date: _____

Curtis Hedger
Corporation Counsel

 Date: 11/20/13

By: Steven Brown
Its: member

WASHTENAW COUNTY
BROWNFIELD
REDEVELOPMENT AUTHORITY

By:  Date: 11/7/13
James Harless

Its: Chair

Attested To

_____ Date: _____
Lawrence Kestenbaum
County Clerk/Register

AGREEMENT

This Agreement is made as of January 8, 2014, between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, MI 48130 (DDA), and DWC, LLC, a Michigan limited liability company, whose address is 7444 Dexter-Ann Arbor Road, Suite F, Dexter, MI 48130 (DWC).

RECITALS

- A. In 2011, BST Investments, LLC (BST) owned property located at 2810 Baker Road, Dexter, Michigan (the Property). BST desired to establish a “brownfield redevelopment project” (the Brownfield Project) at the Property in order to assist with the redevelopment of the eastern portion of the Property (the Site).
- B. At that time, BST requested that the DDA allow up to \$312,000 in tax revenues to be generated by the Property (the Funds), that otherwise would have flowed to the DDA, to be captured by the Washtenaw County Brownfield Redevelopment Authority (WCBRA). Part of the Funds, up to \$240,000, would then be disbursed by the WCBRA to BST to reimburse BST for certain eligible expenses it would incur in redeveloping the Property.
- C. In agreeing to forego the Funds, the DDA and BST operated under the assumption that after the WCBRA had captured the Funds, the DDA would begin to receive the tax revenues from the Property to be used for the DDA’s purposes.
- D. The Site is now owned by DWC, and DWC intends to sell the Site to a tax-exempt organization. Both the DDA and DWC recognize that the Site will not produce the level of future tax revenues that the DDA had envisioned when it approved the Brownfield Project.

E. Notwithstanding the sale of the Site to a tax-exempt organization, the Property will generate about \$99,000 in tax revenues in 2013 to be captured by the WCBRA, with a resulting disbursement to BST equal to \$75,000.

F. DWC acknowledges that the DDA works to improve economic development within the boundaries of the DDA, and that these efforts have created intangible benefits to DWC.

AGREEMENT

Based upon the Recitals; Ten and 0/100 Dollars (\$10.00) paid by the DDA to DWC; and for other valuable consideration received by DWC, the receipt of which is expressly acknowledged by DWC, the DDA and DWC agree as follows:

1. **Payment.** DWC shall pay to the DDA the sum of Thirty Seven Thousand Five Hundred and 0/100 Dollars (\$37,500.00), on or before May 1, 2014.

2. **Mutual Release.** Except for the obligations contained in this Agreement, the DDA releases DWC (and its officers and members), from any and all claims the DDA has or may have against DWC relating to the creation or operation of the Brownfield Project on the Site. DWC releases the DDA (and its officers and members), from any and all claims DWC has or may have against the DDA relating to the creation or operation of the Brownfield Project on the Site.

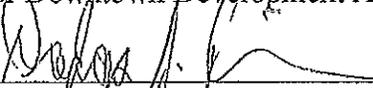
3. **Miscellaneous.** The DDA and DWC represent to the other that the signatories below have authority to sign this Agreement on behalf of each respective entity. This Agreement contains the entire agreement between the parties. In any dispute over the terms or

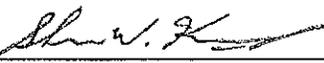
enforcement of this Agreement, the prevailing party is entitled to reimbursement of its costs, including reasonable attorneys' fees, from the non-prevailing party. This Agreement may be executed in counterparts, and taken together, they shall constitute an original. Signatures obtained by facsimile or other electronic means are binding as original signatures.

DWC, LLC

By: 
Its: *member*
Date: *1/8/14*

Dexter Downtown Development Authority

By: 
Its: *Uice Chair, DOUG FINN*
Date: *12/26/13*

By: 
Its: *Member, Shawn W. Ketur*
Date: *12/27/2013*