



**OFFICE OF COMMUNITY DEVELOPMENT**

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

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**Dexter Downtown Development Authority**

**REVISED Agenda**

December 18, 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, Chair
Covert, Tom, Treasurer	Darnell, Don	Finn, Doug
Jones, Carol, Secretary	Keough, Shawn, Mayor	Model, Fred
O'Haver, Dan	Schmid, Fred	Willis, Randy

**3. Approval of Minutes from the Regular November 20, 2014 meeting**

**Pg. 1-4**

**4. Approval of Agenda**

**5. Pre-arranged Audience Participation:** None

**6. Non-Arranged Citizen Participation**

*Participants addressing the Board will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives*

**7. Treasurer's Report:**

**Pg. 5-10**

**a) Invoices:**

- **December Total: \$6,736.53**

**b) Approval of Treasurer's Report- December, 2014**

**8. Correspondence / Communications:**

**a) None**

**9. Action Items:**

**a) Fourth Amendment to the Mill Creek Terrace Development Agreement**

**Pg. 11-40**

**b) Ann Arbor Street Lighting Project Cost Reimbursement to City**

**Pg. 41-42**

**10. Discussion and Updates:**

**a) None**

**11. Village President and Staff Reports**

**Pg. 43-49**

**12. Chairman's Report:**

- Items for January 15, 2015 Agenda

**13. Non-Arranged Citizen Participation:**

**14. Adjournment**

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Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Office at (734) 426-8303, at least forty-eight hours prior to the meeting. City staff will be please to make the necessary arrangements.



# Dexter Downtown Development Authority

November 20, 2014 <> 7:30 AM

**Dexter Senior Center**

7720 Ann Arbor Street

Dexter, MI 48130

## MINUTES

1. Call to Order: Called to order at 7:30 on November 20, 2014 by Chairman Steve Brouwer

2. Roll Call

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

Also in attendance: Courtney Nichols, City Manager.

3. Approval of Minutes from the Regular October 16, 2014 Meeting:  
*Motion by Tom, second by Randy to approve the regular meeting minutes of October 16, 2014 as presented. Motion carries.*

4. Approval of Agenda:  
*Motion by Shawn, second by Randy to approve the agenda with the change under invoices to read November instead of September. Motion carries.*

5. Pre-arranged Audience Participation:

*None*

6. Non-Arranged Citizen Participation:

*None*

7. Treasurer's Report:

a) November Invoices: Invoice from Scott Munzel, legal fees for October 2014, for \$2,433.75; invoice from PNC Bank for \$41,264.57 for the 2011 Refunding Bond and invoice from Todd's Services for Brick Paver Work in the Downtown for \$12,285.00 for a total of invoices for \$55,983.32.

*Motion by Rich, second by Carol to pay the November invoices in the amount of \$55,983.32. Motion carries.*

b) Approval of November Treasurer's Reports – *Motion by Shawn, second by Rich to accept the November Treasurer's report as presented. Motion carries.*

c) Budget Amendments – *Motion by Patrick, second by Randy to approve the Budget Amendments for the Brick Paver project and a correction for the Bond pay down approved last month. Motion carries.*

8. Correspondence / Communications:

a) Anticipated City Millage Rates

b) Conlin, McKenney & Philbrick, P.C. letter dated November 11, 2014  
Re: Potential Capture by TIF Agencies of Road Millage Funds Levied Pursuant to MCL 224.20.

c) Email from Village Manager dated November 18, 2014 Re: Dexter Chamber of Commerce request to install temporary banners to promote it's Summer Concert Series.  
*Discussion followed regarding the banners and the need for more information from the Chamber.*

d) Scio Township 2014 Master Plan (on CD).

9. Action Items:

a) Revisit Parking Lot Restriping – Discussion and possible action to consider a request to remove two barrier free parking spaces provided an easement is granted to allow public use of barrier free spaces directly adjacent to the Monument Park Building.

*It was noted that the parking lot in question is owned by Monument Park Investments and not AR Brouwer.*

*Motion by Tom; second by Randy to approve the changing of two handicapped spaces in the parking lot to three regular spaces and to develop easement language for the shared usage of the parking area. Motion carries.*

10. Discussion Updates:

a) ASTI Environmental – Additional Remediation Options Analysis Report. *Discussion followed on ideas to market the property with cleanup and infrastructure improvements to the site. It was suggested to do a marketing study using the budgeted monies on the north end of the property.*

11. City Mayor and Staff Reports

a) Mayor

*Shawn announced that we are a City. Ms. Nicholls will be taking a copy of the Charter to the Office of the Great Seal today as well as to Washtenaw County. There will be a reception on Monday, November 24*

*at 6:30 PM prior to the Council Meeting to recognize the Charter Commission.*

*Shawn spoke about the venture-Local forum held recently and the power of local investing in the community.*

- b) Staff Support Update – Michelle Aniol report was included in the packet.

12. Chairman's Report:

Items for December 17 Agenda –

13. Non-Arranged Citizen Participation: None

14. Closed Session – Discussion of pending litigation

*Motion by Tom; second by Randy to move into closed session for the purpose of discussing pending litigation in accordance with MCL 15.268 at 8:36 AM.*

*Ayes: Patrick Becker, Rich Bellas, Steve Brouwer, Tom Covert, Carol Jones, Shawn Keough and Randy Willis.*

*Nays: None*

*Absent: Don Darnell, Doug Finn, Fred Model, Dan O'Haver, and Fred Schmid*

*At this point Steve Brouwer recused himself from the meeting.*

*Motion by Tom; second by Patrick at leave closed session at 9:00 AM.*

*Ayes: Patrick Becker, Rich Bellas, Tom Covert, Carol Jones, Shawn Keough and Randy Willis.*

*Nays: None*

*Absent: Steve Brouwer, Don Darnell, Doug Finn, Fred Model, Dan O'Haver and Fred Schmid*

15. Adjournment

*Motion by Shawn, second by Rich to adjourn the meeting at 9:01 AM.  
Motion carries.*

Respectfully submitted,  
Carol Jones  
Secretary





Michigan

8140 Main Street • Dexter, Michigan 48130-1092  
 (734) 426-8303 • Fax (734) 426-5614  
 www.dextermi.gov

**Memo**

**To:** Dexter DDA  
**From:** Thomas Covert, DDA Treasurer and Marie Sherry, City Treasurer  
**Date:** December 11, 2014  
**Re:** Treasurer's Report – December 2014

**Invoice Approval Notes**

- ASTI Environmental, for revised remediation options analysis of 3045 Broad St. \$500
- Scio Township, for Winter 2015 taxes on 3045 Broad St. \$4,371.15
- Scott Munzel PC, for Dexter Wellness Tax Tribunal. \$1,365.38
- US Bank, for bond fees. \$500
- Combined total due for all invoices is \$6,736.53

12/16/2014 INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER  
 POST DATES 12/01/2014 - 12/31/2014  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: DDA

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							
Dept 248 ADMINISTRATION							
248-248-810.000	ATTORNEY FEES	SCOTT E. MUNZEL, PC	LEGAL FEES - DDA PORTION	1439	01/06/15	1,365.38	
248-248-843.000	PROPERTY TAXES	SCIO TOWNSHIP	WINTER TAXES	15116	12/18/14	4,371.15	
Total For Dept 248 ADMINISTRATION						5,736.53	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY						5,736.53	
Fund 394 DDA DEBT FUND							
Dept 850 LONG-TERM DEBT							
394-850-992.000	BOND FEES	US BANK CORPORATE TRUS	BOND FEES - SERIES 2008B	3834692	12/18/14	500.00	
Total For Dept 850 LONG-TERM DEBT						500.00	
Total For Fund 394 DDA DEBT FUND						500.00	
Fund 494 DDA PROJECT FUND							
Dept 908 TUPPER REDEVELOPMENT							
494-908-802.000	PROFESSIONAL SERVICES	ASTI ENVIRONMENTAL SER	REVISED REMEDIATION OPTIONS 3045 BRO. 25655H		12/18/14	500.00	
Total For Dept 908 TUPPER REDEVELOPMENT						500.00	
Total For Fund 494 DDA PROJECT FUND						500.00	
Fund Totals:							
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY						5,736.53	
Fund 394 DDA DEBT FUND						500.00	
Fund 494 DDA PROJECT FUND						500.00	
Total For All Funds:						6,736.53	
--- TOTALS BY GL DISTRIBUTION ---							
	248-248-810.000		ATTORNEY FEES			1,365.38	
	248-248-843.000		PROPERTY TAXES			4,371.15	
	394-850-992.000		BOND FEES			500.00	
	494-908-802.000		PROFESSIONAL SERVICES			500.00	

**Cash Status**

- Excess cash was placed into a certificate of deposit at Ann Arbor State Bank on December 10, 2014.

**DDA Cash Balances Report**  
**11-30-14**

Fund	Account Name	General Ledger Balance	Notes
248 - DDA General	TCF Pooled Account	\$ 250,904.00	Excess funds invested in a CD 12/10/2014
394 - DDA Debt	TCF Pooled Account	\$ 991.58	
494 - DDA Project	TCF Pooled Account	\$ -	
<b>Total DDA Pooled Checking</b>		<b>\$ 251,895.58</b>	
248 - DDA General	TCF Money Market Account	\$ 228,936.40	
394 - DDA Debt	TCF Money Market Account	\$ -	
494 - DDA Project	TCF Money Market Account	\$ -	
<b>Total DDA Pooled Savings</b>		<b>\$ 228,936.40</b>	
248 - DDA General	UBT Money Market Account	\$ 49,551.60	
394 - DDA Debt	UBT Money Market Account	\$ -	
494 - DDA Project	UBT Money Market Account	\$ 202,916.35	
<b>Total DDA Pooled Savings</b>		<b>\$ 252,467.95</b>	
Certificates of Deposit		\$ -	
<b>Total Non-Pooled</b>		<b>\$ -</b>	
Total General Cash		\$ 529,392.00	
Total Debt Cash		\$ 991.58	
Total Project Cash		\$ 202,916.35	
		<b>\$ 733,299.93</b>	
Month End Cash		\$ 733,299.93	
Projected FY 14/15 Revenue All Funds		\$ 514,866.81	
Projected FY 14/15 Expenditures All Funds		\$ (817,669.87)	
Projected Year End Cash		<b>\$ 430,496.87</b>	

**Budget FY 14/15**

- Following are the Fiscal Year 2014-2015 Revenue and Expenditure Reports through November 30th.

12/11/2014		REVENUE AND EXPENDITURE REPORT FOR CITY OF DEXTER				
		PERIOD ENDING 10/31/2014				
		% Fiscal Year Completed: 33.70				
GL NUMBER	DESCRIPTION	2014-15 ORIGINAL BUDGET	2014-15 AMENDED BUDGET	YTD BALANCE 10/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000-ASSETS, LIABILITIES & REVENUE						
248-000-415.000	TAX CAPTURE REVENUE	295,000.00	295,000.00	216,186.83	78,813.17	73.28
248-000-665.000	INTEREST EARNED	300.00	300.00	381.70	(81.70)	127.23
Total Dept 000-ASSETS, LIABILITIES & REVENUE		295,300.00	295,300.00	216,568.53	78,731.47	73.34
TOTAL Revenues		295,300.00	295,300.00	216,568.53	78,731.47	73.34
Expenditures						
Dept 248-ADMINISTRATION						
248-248-802.000	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	5,000.00	0.00
248-248-803.000	CONTRACTED SERVICES	1,500.00	1,500.00	0.00	1,500.00	0.00
248-248-810.000	ATTORNEY FEES	0.00	10,000.00	5,756.50	4,243.50	57.57
248-248-843.000	PROPERTY TAXES	7,200.00	7,200.00	2,762.67	4,437.33	38.37
248-248-880.000	DOWNTOWN EVENTS	0.00	0.00	300.73	(300.73)	100.00
248-248-957.002	DDA CAPTURE REFUNDS	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 248-ADMINISTRATION		18,700.00	28,700.00	8,819.90	19,880.10	30.73
Dept 442-DOWNTOWN PUBLIC WORKS						
248-442-803.015	VILLAGE MAINTENANCE	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 442-DOWNTOWN PUBLIC WORKS		5,000.00	5,000.00	0.00	5,000.00	0.00
Dept 965-TRANSFERS OUT - CONTROL						
248-965-999.394	TR OUT FOR BOND PAYMENTS - 394	336,000.00	336,000.00	122,188.65	213,811.35	36.37
248-965-999.494	TR TO DDA PROJECT FUND - 494	231,800.00	231,800.00	9,300.00	222,500.00	4.01
Total Dept 965-TRANSFERS OUT - CONTROL		567,800.00	567,800.00	131,488.65	436,311.35	23.16
TOTAL Expenditures		591,500.00	601,500.00	140,308.55	461,191.45	23.33
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		295,300.00	295,300.00	216,568.53	78,731.47	73.34
TOTAL EXPENDITURES		591,500.00	601,500.00	140,308.55	461,191.45	23.33
NET OF REVENUES & EXPENDITURES		(296,200.00)	(306,200.00)	76,259.98	(382,459.98)	24.91

Fund 394 - DDA DEBT FUND

Revenues

Dept 000-ASSETS, LIABILITIES & REVENUE						
394-000-665.000	INTEREST EARNED	200.00	200.00	395.51	(195.51)	197.76
394-000-695.248	TRANSFER IN FROM DDA FUND 248	336,000.00	336,000.00	122,188.65	213,811.35	36.37
Total Dept 000-ASSETS, LIABILITIES & REVENUE		336,200.00	336,200.00	122,584.16	213,615.84	36.46
TOTAL Revenues		336,200.00	336,200.00	122,584.16	213,615.84	36.46

Expenditures

Dept 850-LONG-TERM DEBT						
394-850-992.000	BOND FEES	1,000.00	1,000.00	0.00	1,000.00	0.00
394-850-997.003	DDA 2008 TAXABLE BOND (\$1.6M)	135,400.00	360,400.00	285,166.88	75,233.12	79.13
394-850-997.004	DDA 2008 BOND (\$2+M)	118,500.00	118,500.00	46,720.63	71,779.37	39.43
394-850-997.005	2011 REFUNDING BOND (\$620K)	81,100.00	81,100.00	41,264.57	39,835.43	50.88
Total Dept 850-LONG-TERM DEBT		336,000.00	561,000.00	373,152.08	187,847.92	66.52
TOTAL Expenditures		336,000.00	561,000.00	373,152.08	187,847.92	66.52

Fund 394 - DDA DEBT FUND:

TOTAL REVENUES	336,200.00	336,200.00	122,584.16	213,615.84	36.46
TOTAL EXPENDITURES	336,000.00	561,000.00	373,152.08	187,847.92	66.52
NET OF REVENUES & EXPENDITURES	200.00	(224,800.00)	(250,567.92)	25,767.92	111.46

Fund 494 - DDA PROJECT FUND

Revenues

Dept 000-ASSETS, LIABILITIES & REVENUE						
494-000-665.000	INTEREST EARNED	200.00	200.00	180.50	19.50	90.25
494-000-695.248	TRANSFER IN FROM DDA FUND 248	231,800.00	231,800.00	9,300.00	222,500.00	4.01
Total Dept 000-ASSETS, LIABILITIES & REVENUE		232,000.00	232,000.00	9,480.50	222,519.50	4.09
TOTAL Revenues		232,000.00	232,000.00	9,480.50	222,519.50	4.09

Expenditures

Dept 908-TUPPER REDEVELOPMENT						
494-908-802.000	PROFESSIONAL SERVICES	50,000.00	50,000.00	10,469.50	39,530.50	20.94
494-908-830.008	ENVIRONMENTAL STUDY	0.00	0.00	900.00	(900.00)	100.00
Total Dept 908-TUPPER REDEVELOPMENT		50,000.00	50,000.00	11,369.50	38,630.50	22.74
Dept 965-TRANSFERS OUT - CONTROL						
494-965-999.002	TRANSFER OUT TO GENERAL FUND - HOUSES	20,000.00	20,000.00	0.00	20,000.00	0.00
494-965-999.101	TRANSFER OUT TO GENERAL FUND	110,000.00	110,000.00	0.00	110,000.00	0.00
Total Dept 965-TRANSFERS OUT - CONTROL		130,000.00	130,000.00	0.00	130,000.00	0.00
TOTAL Expenditures		180,000.00	180,000.00	11,369.50	168,630.50	6.32

Fund 494 - DDA PROJECT FUND:

TOTAL REVENUES	232,000.00	232,000.00	9,480.50	222,519.50	4.09
TOTAL EXPENDITURES	180,000.00	180,000.00	11,369.50	168,630.50	6.32
NET OF REVENUES & EXPENDITURES	52,000.00	52,000.00	(1,889.00)	53,889.00	3.63

TOTAL REVENUES - ALL FUNDS	863,500.00	863,500.00	348,633.19	514,866.81	40.37
TOTAL EXPENDITURES - ALL FUNDS	1,107,500.00	1,342,500.00	524,830.13	817,669.87	39.09
NET OF REVENUES & EXPENDITURES	(244,000.00)	(479,000.00)	(176,196.94)	(302,803.06)	36.78

**Debt Fund Summary / Forecast – Unchanged from August 2014**

**Bond Restructuring – Nothing new at this time**

- Consider refinancing bond if Broad Street sale not eminent

**DDA Project Summaries – Nothing new at this time**

**Required Reporting**

- Form 5176 – Request for State Reimbursement of Tax Increment Finance Authority. Deadline to file for 2014 is August 29<sup>th</sup>, and for 2015 is June 15<sup>th</sup> – *has been filed for 2014.*
- Form 2604 – Tax Increment Financing Plan Report for Capture of Property Taxes (deadline to file is July 31<sup>st</sup> of each year) has been filed for Fiscal Year 2013-2014.
- Qualifying Statement – File the Fiscal Year 2013-2014 Qualifying Statement by December 31, 2014.
- The audit for Fiscal Year 2013-2014 commenced in late September, with a filing deadline of December 31, 2014.
- Publish the Fiscal Year 2014-2015 Annual Report by February 2015.

**Banking Strategy – Nothing new at this time**

**Tax Capture Update - Nothing new at this time**

- Work on verifying parcel inclusion has been substantially completed. Next step is to analyze the data with assessor.



### Memorandum

**To:** Chairman Brouwer and DDA Board of Directors  
Courtney Nicholls, City Manager

**From:** Michelle Aniol, Community Development Manager

**Re:** Fourth Amendment to the Development Agreement for the Mill Creek Terrace Project

**Date:** December 16, 2014

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The Mill Creek Terrace final site plan was originally approved by the then Village Council on November 26, 2007. Since then, based on recommendations from the Planning Commission, Council has approved the extension of the final site plan for Mill Creek Terrace three times; December 2009, 2010 and 2012.

On Monday, December 8, 2014 the City Council voted unanimously to approve an extension of the Mill Creek Terrace final site plan to December 1, 2016, subject to the following conditions:

1. Consultant recommendations; and
2. DDA approval to extend Development Agreement.

Attached for your review and consideration is the draft Fourth Amendment to the Development Agreement between the Dexter DDA and Mill Creek Terrace, LLC. The draft has been reviewed by DDA Attorney, Scott Munzel. You will also find the original Development Agreement, along with the first, second and third amendments.

Subsequent to the DDA's approval of the Third Amendment, Mr. Schulz put the property on the market and moved his business to Florida. The applicant, Mr. Overhiser, on behalf of Mill Creek Terrace, LLC indicated that the approved site plan called for a 3 story building with retail uses on the first floor, office use on the second floor and residential use on the 3<sup>rd</sup> floor. Mr. Overhiser stated that the office market is still depressed, following the great recession. As such, he anticipated that both the 2<sup>nd</sup> and 3<sup>rd</sup> floors would be developed for residential use. At the meeting he distributed a conceptual layout of residential units on the 2<sup>nd</sup> floor and a conceptual front elevation that showed balconies added to the 2<sup>nd</sup> floor. Both concepts are attached to this memo. Mr. Overhiser also stated that Mr. Schulz continues to seek financing and tenants, as well as a co-developer for the project.



**~~THIRD-FOURTH~~ AMENDMENT TO DEVELOPMENT AGREEMENT**

**Mill Creek Building Project**

This ~~Third-Fourth~~ Amendment to Development Agreement ("~~Third-Fourth~~ Amendment") is made ~~November 15, 2012~~ December 18, 2014, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("DDA"); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 ("Developer"). (The DDA and Developer are collectively referred to as the "Parties.").

- A. The Developer and the DDA entered into a Development Agreement, dated May 8, 2008, related to land and a development project located in the City, formerly Village of Dexter (the "Agreement").
- B. The Agreement contained a schedule for tasks to be completed by both the DDA and the Developer; not all such tasks have been completed within the schedule.
- ~~C. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this First Amendment.~~ The original Agreement has been amended by a First Amendment, dated November 19, 2009, a Second Amendment, dated November 18, 2010, and a Third Amendment, dated November 15, 2012.
- ~~C.D. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this Fourth Amendment.~~

**Agreement to Amend**

THEREFORE, based upon the Recitals and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree to amend the Agreement on the following terms:

- 1. **Project Schedule.** Section 2 of the Agreement shall be amended as follows:
  - 2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the ~~Village-City~~ Property to Developer; or 3) the date Developer obtains financing

for the Project. Developer shall complete construction of the Project by no later than December 1, ~~2014~~2016, subject to Sections 6, 10.9 & 10.12. "Completion of construction" shall mean completion of the Building core and shell and site improvements.

- 2. **Miscellaneous.** Except as modified above, all terms of the Agreement remain in effect. This ~~Second~~Fourth Amendment may be executed in counterparts and such counterparts taken together shall be construed as an original.

Mill Creek Terrace, LLC

By: \_\_\_\_\_  
Joe Schulz

Dated: \_\_\_\_\_, 2014 Its: \_\_\_\_\_  
Member

Dexter Downtown Development Authority

By: \_\_\_\_\_  
Steve Brouwer

Dated: December 18, 2014 Its: \_\_\_\_\_  
Chairperson

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**

**Mill Creek Building Project**

This Fourth Amendment to Development Agreement ("Fourth Amendment") is made December 18, 2014, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("DDA"); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 ("Developer"). (The DDA and Developer are collectively referred to as the "Parties.").

- A. The Developer and the DDA entered into a Development Agreement, dated May 8, 2008, related to land and a development project located in the City, formerly Village of Dexter (the "Agreement").
- B. The Agreement contained a schedule for tasks to be completed by both the DDA and the Developer; not all such tasks have been completed within the schedule.
- C. The original Agreement has been amended by a First Amendment, dated November 19, 2009, a Second Amendment, dated November 18, 2010, and a Third Amendment, dated November 15, 2012.
- D. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this Fourth Amendment.

**Agreement to Amend**

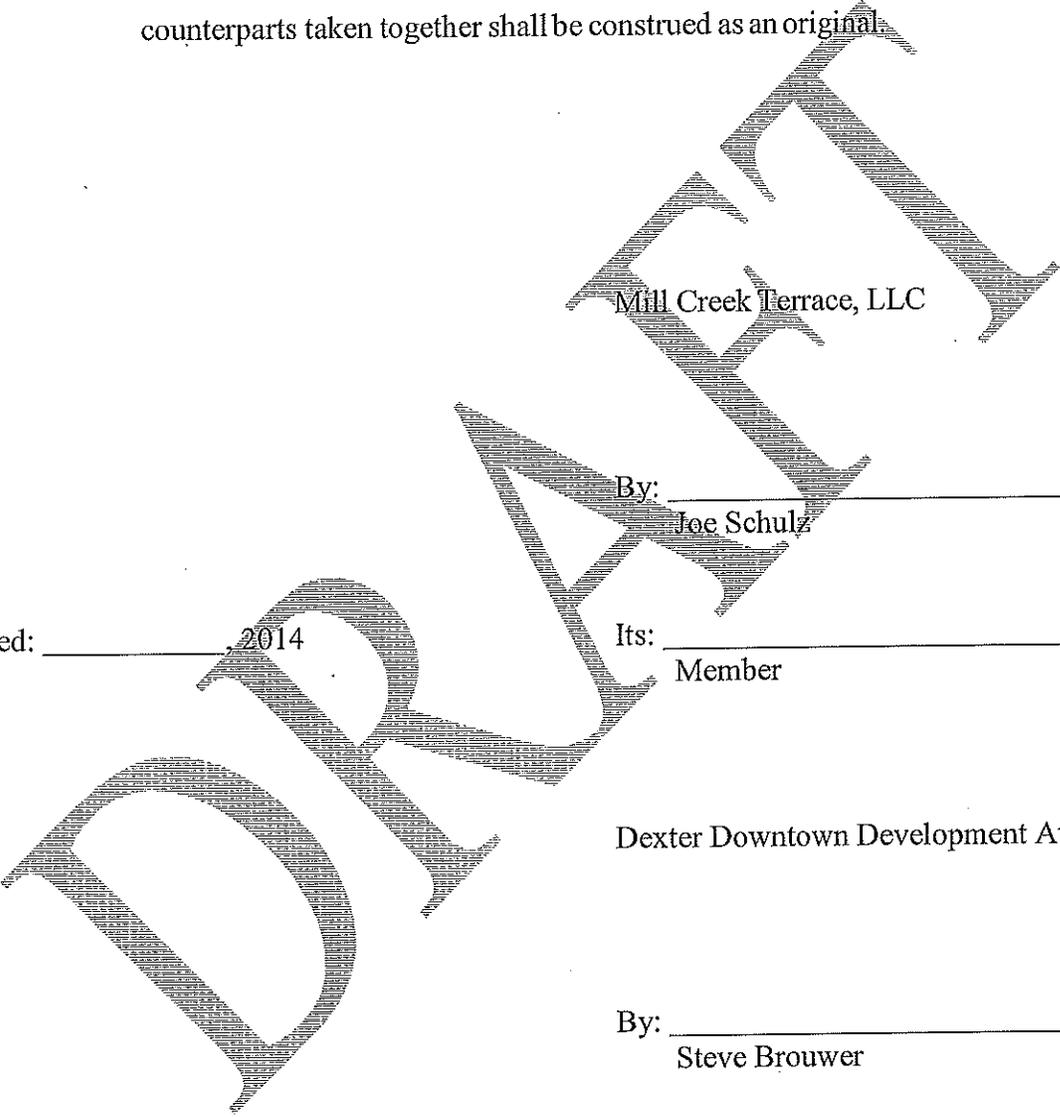
THEREFORE, based upon the Recitals and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree to amend the Agreement on the following terms:

- 1. **Project Schedule.** Section 2 of the Agreement shall be amended as follows:

2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the City Property to Developer; or 3) the date Developer obtains financing for the Project. Developer shall complete construction of the Project by no later than

December 1, 2016, subject to Sections 6, 10.9 & 10.12. "Completion of construction" shall mean completion of the Building core and shell and site improvements.

- 2. **Miscellaneous.** Except as modified above, all terms of the Agreement remain in effect. This Fourth Amendment may be executed in counterparts and such counterparts taken together shall be construed as an original.


  
 Mill Creek Terrace, LLC

By: \_\_\_\_\_  
 Joe Schulz

Dated: \_\_\_\_\_, 2014

Its: \_\_\_\_\_  
 Member

Dexter Downtown Development Authority

By: \_\_\_\_\_  
 Steve Brouwer

Dated: December 18, 2014

Its: \_\_\_\_\_  
 Chairperson

## THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

### Mill Creek Building Project

This Third Amendment to Development Agreement (“Third Amendment”) is made November 15, 2012, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 (“DDA”); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 (“Developer”). (The DDA and Developer are collectively referred to as the “Parties.”)

#### Recitals

- A. The Developer and the DDA entered into a Development Agreement, dated May 8, 2008, related to land and a development project located in the Village of Dexter (the “Agreement”).
- B. The Agreement contained a schedule for tasks to be completed by both the DDA and the Developer; not all such tasks have been completed within the schedule.
- C. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this First Amendment.

#### Agreement to Amend

THEREFORE, based upon the Recitals and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree to amend the Agreement on the following terms:

1. **Project Schedule.** Section 2 of the Agreement shall be amended as follows:
  - 2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the Village Property to Developer; or 3) the date Developer obtains financing for the Project. Developer shall complete construction of the Project by no later than December 1, 2014, subject to Sections 6, 10.9 & 10.12. “Completion of construction” shall mean completion of the Building core and shell and site improvements.
2. **Miscellaneous.** Except as modified above, all terms of the Agreement remain in effect. This Second Amendment may be executed in counterparts and such counterparts taken together shall be construed as an original.

Mill Creek Terrace, LLC

By: \_\_\_\_\_  
Joe Schulz

Its: Member

Dated: \_\_\_\_\_, 2012

DexterDowntown Development Authority

By: \_\_\_\_\_  
Steve Brouwer

Its: DDA Chairperson

Dated: November 15, 2012

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

### Mill Creek Building Project

This Second Amendment to Development Agreement ("Second Amendment") is made November 18, 2010, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("DDA"); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 ("Developer"). (The DDA and Developer are collectively referred to as the "Parties.")

#### Recitals

A. The Developer and the DDA entered into a Development Agreement, dated May 8, 2008, related to land and a development project located in the Village of Dexter (the "Agreement").

B. The Agreement contained a schedule for tasks to be completed by both the DDA and the Developer; not all such tasks have been completed within the schedule.

C. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this First Amendment.

#### Agreement to Amend

THEREFORE, based upon the Recitals and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree to amend the Agreement on the following terms:

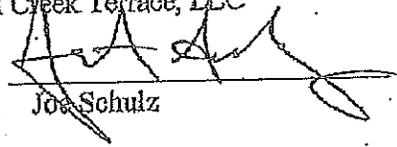
1. **Project Schedule.** Section 2 of the Agreement shall be amended as follows:

2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the Village Property to Developer; or 3) the date Developer obtains financing for the Project. Developer shall complete construction of the Project by no later than December 1, 2012, subject to Sections 6, 10.9 & 10.12. "Completion of construction" shall mean completion of the Building core and shell and site improvements.

2. **Miscellaneous.** Except as modified above, all terms of the Agreement remain in effect. This Second Amendment may be executed in counterparts and such counterparts taken together shall be construed as an original.

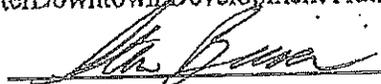
Dated: November 18, 2010

Mill Creek Terrace, LLC

By:   
Joe Schulz

Its: Member

DexterDowntown Development Authority

By:   
Steve Brouwer

Dated: November 18, 2010

Its: DDA Chairperson

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

### Mill Creek Building Project

This First Amendment to Development Agreement ("First Amendment") is made 11-19, 2009, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("DDA"); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 ("Developer"). (The DDA and Developer are collectively referred to as the "Parties.")

#### Recitals

- A. The Developer and the DDA entered into a Development Agreement, dated May 8, 2008, related to land and a development project located in the Village of Dexter (the "Agreement").
- B. The Agreement contained a schedule for tasks to be completed by both the DDA and the Developer; not all such tasks have been completed within the schedule.
- C. The Parties desire to extend the schedule for all uncompleted tasks, upon the terms contained in this First Amendment,

#### Agreement to Amend

THEREFORE, based upon the Recitals, and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree to amend the Agreement on the following terms:

- 1. **Project Schedule.** Section 2 of the Agreement shall be amended as follows:

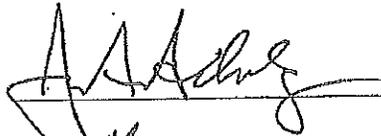
2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the Village Property to Developer; or 3) the date Developer obtains financing for the Project. Developer shall complete construction of the Project by no later than December 1, 2010, subject to Sections 6, 10.9 & 10.12. "Completion of construction" shall mean completion of the building core and shell and Village acceptance of site improvements.

2.2 The DDA shall coordinate construction of the Public Improvements with the Developer, and shall complete the Public Improvements as set forth in Exhibit 4A; specifically Phase 1 improvements shall be completed by November 1, 2008 and Phase 2 improvements shall be completed no later than December 1, 2009, subject to Sections 7, 10.9 & 10.12, so as to allow the Developer to complete the construction of the Project within the timeframe required by Section 2.1.

2. **Miscellaneous.** Except as modified above, all terms of the Agreement remain in effect. This First Amendment may be executed in counterparts and such counterparts taken together shall be construed as an original.

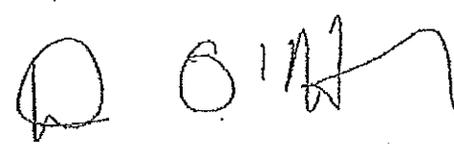
Mill Creek Terrace, LLC

Dated: November 20, 2009

By:   
Its: Member

Dexter Downtown Development  
Authority

Dated: November 19, 2009

By:   
Its: Chair person

## DEVELOPMENT AGREEMENT

### Mill Creek Building Project

This Development Agreement ("Agreement") is made May 3, 2008, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("DDA"); and Mill Creek Terrace, LLC, a Michigan limited liability company, whose address is 150 S. Fifth Avenue, Suite 203, Ann Arbor, Michigan 48104 ("Developer"). (The DDA and Developer are collectively referred to as the "Parties.") The "Effective Date" of this Agreement shall be the date on which the last of the Parties executes this Agreement, which shall be inserted into Section 12.10.

#### Recitals

- A. The Developer owns land in the Village of Dexter (Tax Parcel No. 08-06-210-007 and referred to hereinafter as "Parcel 007"), described in the attached Exhibit 1, which it desires to re-develop, and to construct a mixed-use building, as more specifically described below (the "Project").
- B. To construct the Project, Developer must obtain additional land owned by the Village of Dexter ("Village Property"), which includes Parcels HD 08-06-210-006 and HD-08-06-210-050 and certain land that is located within a platted public alley and right-of-way ("Vacated Property")(the "Village Property" hereinafter includes the Vacated Property and is described on Exhibit 2 attached hereto). Because of the benefits the Project will create for the Village, the Village desires to convey the Village Property to Developer pursuant to a Purchase Agreement for the Village Property.
- C. To construct the Project, Developer seeks assistance from the DDA for certain public improvements, and because of the benefits the Project will create for the DDA and the Village, the DDA desires to complete such improvements, upon the terms contained in this Agreement.

#### Agreement

THEREFORE, based upon the Recitals, and for valuable consideration, the sufficiency and receipt of is acknowledged, the Parties agree on the following terms:

**1. Description of and Uses within the Project.** The Project and the uses within the Project are described as:

1.1 The Developer shall construct the Project, described in the Developer's site plan, which was previously approved by the Village and is depicted on Exhibit 3 attached hereto (the "Site Plan"). The Project is further described as A) constructing all utilities required for the Project; B) constructing a first class, brick-clad, three story mixed use building, containing approximately 27,000 square feet, whose highest elevation shall not exceed 42 feet above Forest or Jeffords Streets (the "Building")(the southern portion of which will be located

within the public right of way which is part of the Vacated Property); C) constructing a private bituminous surface parking lot, related circulation drives, and 10 covered parking spaces on Parcel 007; D) installing landscaping and pedestrian areas at the south end of the Building (which improvements will be located within the public right of way which is part of the Vacated Property); E) constructing and/or upgrading water and sanitary sewer service leads and providing water service dedicated to a fire protection system; and F) connecting the Project to the existing underground storm detention system.

1.2 In support of the Project, the DDA shall construct certain improvements in and around Jeffords Street and Forrest Street. The "Public Improvements" are shown on the DDA Site Plans attached as Exhibit 4, and consist of a demolition plan (sheet C 2.1), sidewalk and street work (sheet C 3.1), relocation and installation of public utilities (sheet C 5.1), landscape installation (sheet L 1.1) and irrigation system (sheet L 2.1). The Public Improvements shall also include completing improvements to Jeffords Street, including applying final wearing course and re-establishing two-way traffic. The Public Improvements shall be constructed according to the phasing described in Exhibit 4A.

1.3 The uses within the Building and the Project shall comply with the Village of Dexter Zoning Ordinance, Section 15.A.

**2. Project Schedule.** The Parties shall act according to the following schedule (the "Project Schedule"):

2.1 Developer shall commence construction on the Project within 90 days after the later of: 1) the Effective Date of this Agreement; 2) the conveyance of the Village Property to Developer; or 3) the date Developer obtains financing for the Project. Developer shall complete construction of the Project by no later than September 30, 2009, subject to Sections 6, 9.9 & 9.12. "Completion of construction" shall mean approval by the Washtenaw County Building Department of a Certificate of Occupancy for the Building core and shell and site improvements.

2.2 The DDA shall coordinate construction of the Public Improvements with the Developer, and shall complete the Public Improvements as set forth in Exhibit 4A; specifically Phase 1 improvements shall be completed by November 1, 2008 and Phase 2 improvements shall be completed no later than July 30, 2009, subject to Sections 7, 9.9 & 9.12, so as to allow the Developer to complete the construction of the Project within the timeframe required by Section 2.1.

2.3 If Developer or DDA fails to comply with the Project Schedule and the requirements contained in Paragraphs 2.1 and 2.2 as described above, the performing party may provide written notification of such failure, and if the non-performing party does not cure such failure within ten (10) days after receipt of such notice, the non-performing party shall be in default under this Agreement ("Default"), and subject to all the remedies for default contained in Sections 6 or 7.

### 3. Contingencies to Agreement

If Developer fails to obtain confirmation from the Village that all rights of the public have been vacated as to the Vacated Property, or fails to close on the Village Property, within 60 days following the Effective Date of this Agreement, Developer may, at its sole discretion, elect in writing to terminate this Agreement by providing notice to the DDA, at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the 60 day period. If Developer elects to terminate this Agreement pursuant to this Section, the Parties shall have no further rights or obligations under this Agreement.

**4. Representations and Warranties.** As of the date of the execution of this Agreement, the Parties represent and warrant to each other, to the best of their knowledge:

4.1 Each Party has full power and authority to execute this Agreement, and perform its obligations under this Agreement;

4.2 Developer is duly organized under the laws of the State of Michigan and is in good standing;

4.3 Developer has no notice of any litigation or administrative action which would affect Developer's ability to perform its obligations under this Agreement;

4.4 Developer is financially capable of undertaking and successfully completing the Project.

4.5 Developer owns Parcel 007.

4.6 The DDA has approved the Public Improvements attached as Exhibit 4, and there are no known encumbrances to proceeding with the Public Improvements.

4.7 The DDA has obtained all necessary approvals from the Village of Dexter to construct the Public Improvements.

**5. Indemnification.** The Parties shall indemnify, defend and hold harmless the other, and their successors and assigns, from and against any and all claims, expenses, costs, damages, losses and liabilities suffered by the other, as a result of, on account of or arising from any breach of any representation, warranty, document, or agreement by the other, or (b) any act or omission by the other related to the Project or the Public Improvements.

**6. DDA's Default.** In the event the DDA defaults in the performance of the terms and conditions of the Agreement, Developer may complete the Public Improvements and be reimbursed by the DDA for its actual and reasonable costs. In the event of the DDA's Default and if Developer agrees to complete the Public Improvements as provided herein, Developer's obligations to complete construction as set forth in Section 2.1 shall be extended by the number of days it takes to complete the DDA's Public Improvements, but such extension shall not be more than six (6) months after the original completion date.

7. **Developer's Default.** In the event Developer defaults in the performance of the terms and conditions of this Agreement, the DDA shall have no obligation to complete the Public Improvements.

8.1. **Option to Purchase Developer's Property.** The Developer grants to the DDA an exclusive option to purchase the Village Property and Parcel 007 according to the following terms: A) the option only becomes effective at such time as the Developer is in Default pursuant to Section 7; B) the option terminates at such time as the Developer begins above-grade framing of the Building; C) the price to purchase the Village Property and Parcel 007 shall be the actual costs paid by Developer (or its predecessors or organizers) to acquire the Village Property and Parcel 007, plus five percent (5%) of that total cost, and the actual costs incurred by Developer for improving and developing the Village Property and Parcel 007 as of the date of the closing pursuant to this option; and D) if the DDA chooses to exercise its option, it shall so notify the Developer within 15 business days after the Default, and the Parties shall close on the transaction within 45 days of the DDA's exercise of the option.

9. **Compliance with Laws.** Developer must comply with all applicable laws, ordinances, and regulations of the Village of Dexter and any other governmental entity having jurisdiction over the Project.

10. **Miscellaneous.**

10.1 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any way, then all the remaining provisions of the Agreement shall remain in full force and effect to the extent permitted by law.

10.2 **Written Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing sent to the appropriate party and counsel for the parties at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending. Offers, acceptances and notices required by this Agreement may be delivered by facsimile followed by mail.

To DDA: Dan O'Haver  
Chairperson  
Dexter Downtown Development Authority  
c/o Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130  
Fax: (734) 426-5614

With a copy to: John Iacoangeli  
Planning Consultant Beckett & Raeder  
535 W. William Street  
Ann Arbor, Michigan 48103

Fax: (734) 663-6759

With a copy to: Scott E. Munzel  
 Counsel for the DDA 121 W. Washington Street, Suite 400  
 Ann Arbor, Michigan 48104  
 Fax: (734) 994 6615

To Developer: Joseph Schulz  
 Schulz Development II, LLC  
 150 S. Fifth Avenue, Suite 203  
 Ann Arbor, Michigan 48104  
 Fax: (734) 213-0553

With a copy to: Mark V. Heusel  
 Counsel for Developer: Butzel Long  
 350 S. Main St., Ste 300  
 Ann Arbor, Michigan 48104  
 Fax: (734) 995-1777

10.3 Binding Effect. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Parties.

10.4 Construction. This Agreement shall be construed in accordance with the laws of the State of Michigan.

10.5 Integration. This Agreement constitutes the entire agreement of the Parties with respect to the transaction contemplated herein and supersedes all prior understandings or agreements between the Parties. There are no promises, conditions, agreements, undertakings, warranties or representations, oral or written, express or implied, with respect to the Property other than as set forth in this Agreement. This Agreement may be modified only by a writing signed by all of the Parties or their respective successors in interest. This Agreement shall not modify, waive, alter, or change any terms and conditions between the Village and Developer, which are set forth in a certain Purchase Agreement for the Village Property.

10.6 Time is of the Essence. Time shall be of the essence in this Agreement.

10.7 Survival. The representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the Closing.

10.8 Execution in Counterparts. This Agreement may be executed in counterparts and such counterparts taken together shall be construed as an original.

10.9 Day of Completion. If a day for the performance of an event under this Agreement occurs on a weekend or on a holiday on which normal business is not transacted, the day for performance shall be delayed until the next week day which is not a weekend or a holiday.

10.10 Effective Date. The Effective Date is the date on which the last of the Parties executes this Agreement, which is May 7, 2008.

10.11 Waiver of Violation. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

10.12 Force Majeure. No party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, unavailability of or interruption by third parties, or any cause beyond its reasonable control.

Dated: May 8, 2008

Mill Creek Terrace, LLC

By: [Signature]

Its: Managing Member

Dexter Downtown Development Authority

Dated: May 8, 2008

By: Dan O'Haver

[Signature]

Its: Chair person

**EXHIBIT 1****Legal Description of Purchaser's Property**

Land in the Village of Dexter, County of Washtenaw, Michigan, described as:

Parcel 1: A part of Lot B in Block 18 of said Village of Dexter, Beginning at a point on the northerly side of said Lot B 104.75 feet westerly from the NE corner of said Lot B; thence N 59.75 degrees West; 82 feet to an alley 20 feet wide; thence S 20.50 degrees West along said alley 40.50 feet; thence S 55.50 degrees East, 82 feet; thence Northeasterly on line parallel with said alley to the Place of Beginning.

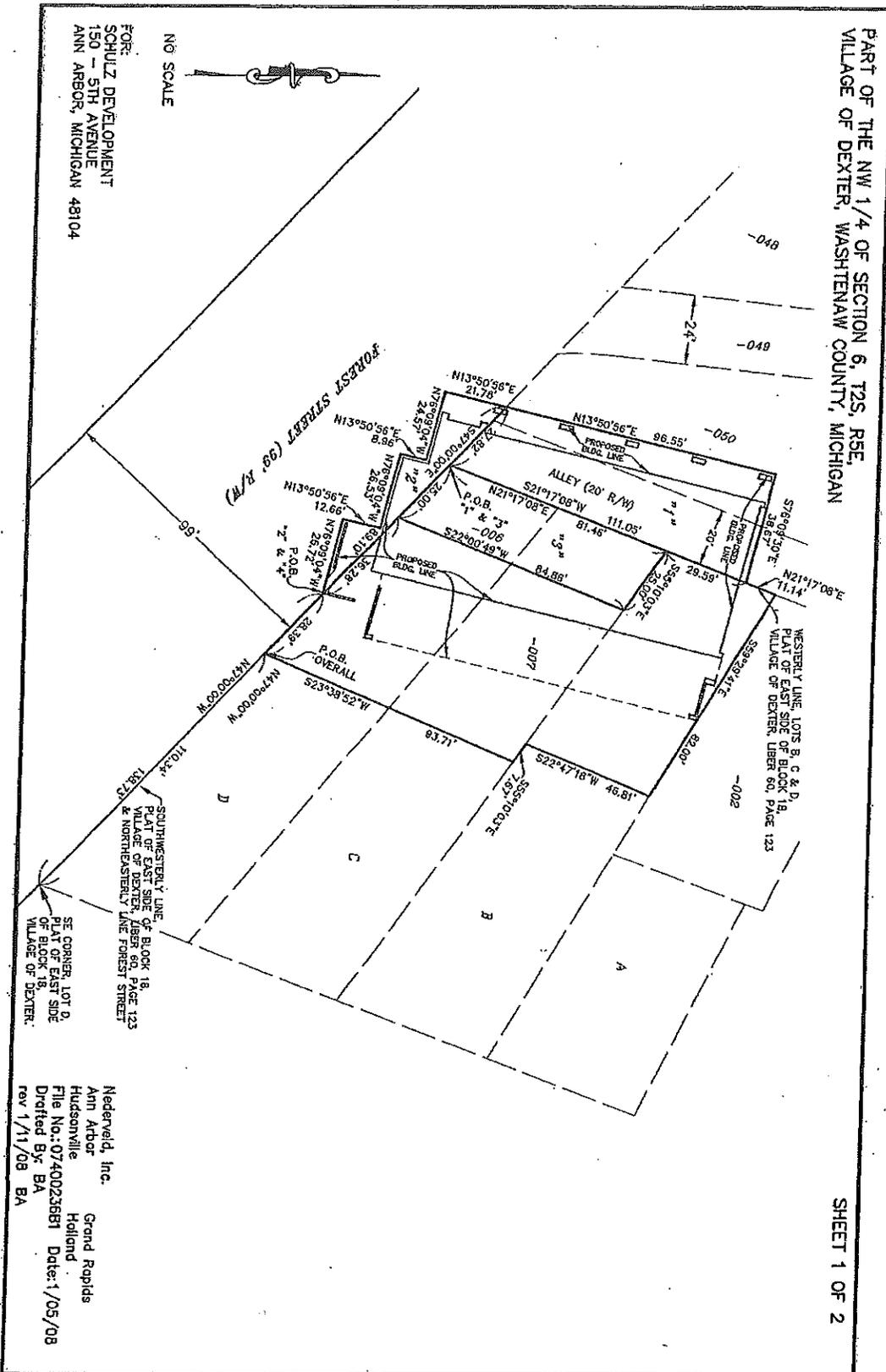
Parcel II: The Southeasterly 64 feet and 8 inches of the Northwesterly 89 feet and 8 inches on Lots "C" and "D" in Block 18, according to the recorded plat of the East side of Block 18, Village of Dexter, Washtenaw County, Michigan, as recorded in Liber 60 of Deeds, Page 122, Washtenaw County Records.

Address: 8140 Forest Street

EXHIBIT 2

PART OF THE NW 1/4 OF SECTION 6, T2S, R5E,  
VILLAGE OF DEXTER, WASHITENAW COUNTY, MICHIGAN

SHEET 1 OF 2

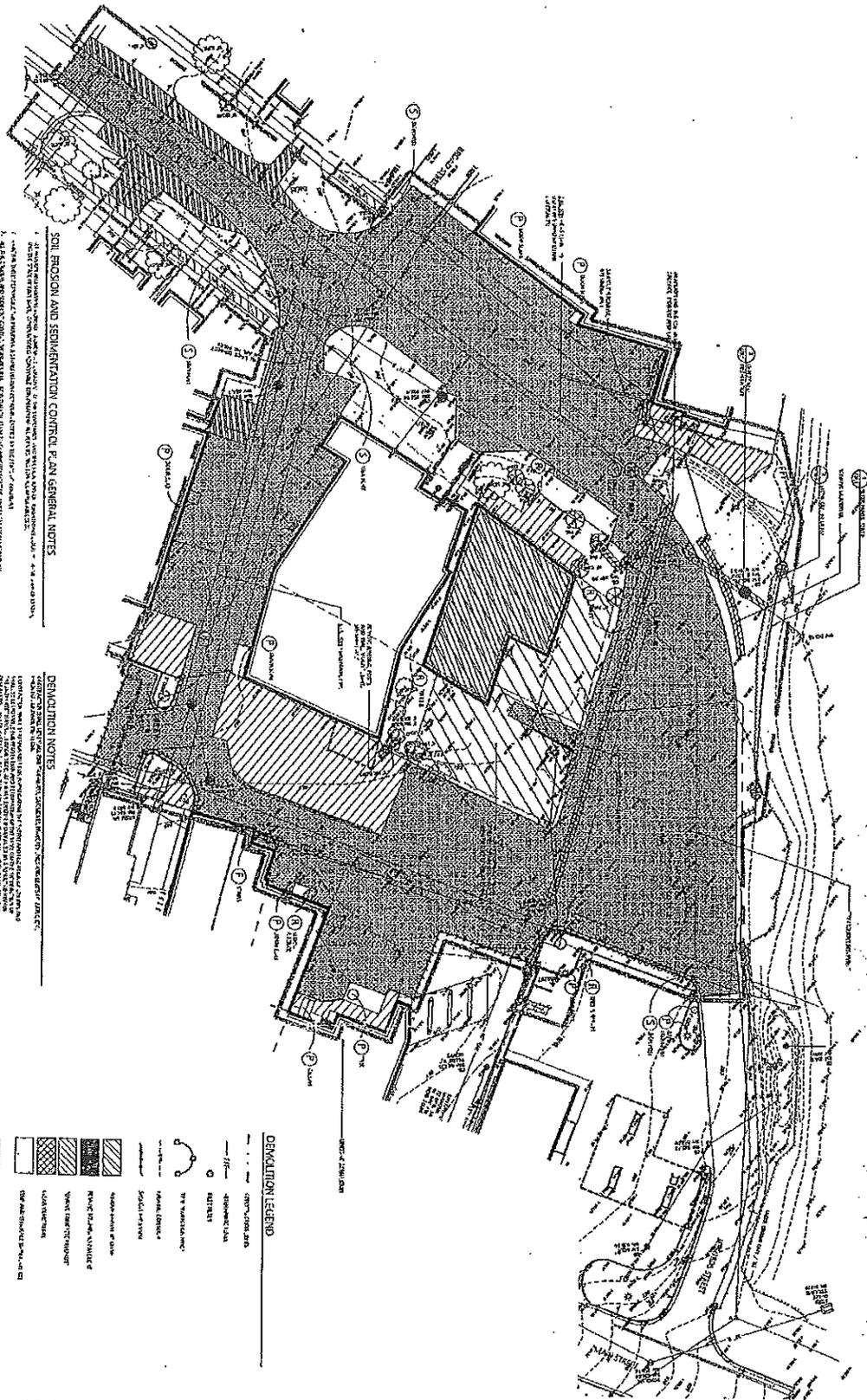


NO SCALE  
FOR:  
SCHULZ DEVELOPMENT  
150 - 5TH AVENUE  
ANN ARBOR, MICHIGAN 48104

Nederveld, Inc.  
Ann Arbor Grand Rapids  
Hudsonville Holland  
File No.: 07-40023681 Date: 1/05/08  
Drafted By: BA  
rev 1/11/08 BA







**SOIL PROSOM AND REMEDIATION CONTROL PLAN GENERAL NOTES**

1. ALL SOILS TO BE REMEDIATED SHALL BE CLASSIFIED AS EITHER "C" OR "D" BASED ON THE RESULTS OF THE SOIL SAMPLING AND ANALYSIS.
2. ALL SOILS TO BE REMEDIATED SHALL BE CLASSIFIED AS EITHER "C" OR "D" BASED ON THE RESULTS OF THE SOIL SAMPLING AND ANALYSIS.
3. ALL SOILS TO BE REMEDIATED SHALL BE CLASSIFIED AS EITHER "C" OR "D" BASED ON THE RESULTS OF THE SOIL SAMPLING AND ANALYSIS.
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10. ALL SOILS TO BE REMEDIATED SHALL BE CLASSIFIED AS EITHER "C" OR "D" BASED ON THE RESULTS OF THE SOIL SAMPLING AND ANALYSIS.

**DEMOLITION NOTES**

1. ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE DEMOLITION PLAN.
2. ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE DEMOLITION PLAN.
3. ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE DEMOLITION PLAN.
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10. ALL STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE DEMOLITION PLAN.

**DEMOLITION LEGEND**

	EXISTING STRUCTURE
	STRUCTURE TO BE DEMOLISHED
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION AND RETAINING WALL
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION, RETAINING WALL, AND DRIVEWAY
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION, RETAINING WALL, DRIVEWAY, AND SIDEWALK
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION, RETAINING WALL, DRIVEWAY, SIDEWALK, AND PARKING AREA
	STRUCTURE TO BE DEMOLISHED WITH FOUNDATION, RETAINING WALL, DRIVEWAY, SIDEWALK, PARKING AREA, AND UTILITY LINES

**PROJECT INFORMATION**

**PROJECT NAME:** Village of Center East Street and Alderney Improvements

**CLIENT:** Essex, Michigan

**DATE:** 11/20/2018

**SCALE:** 1" = 20'

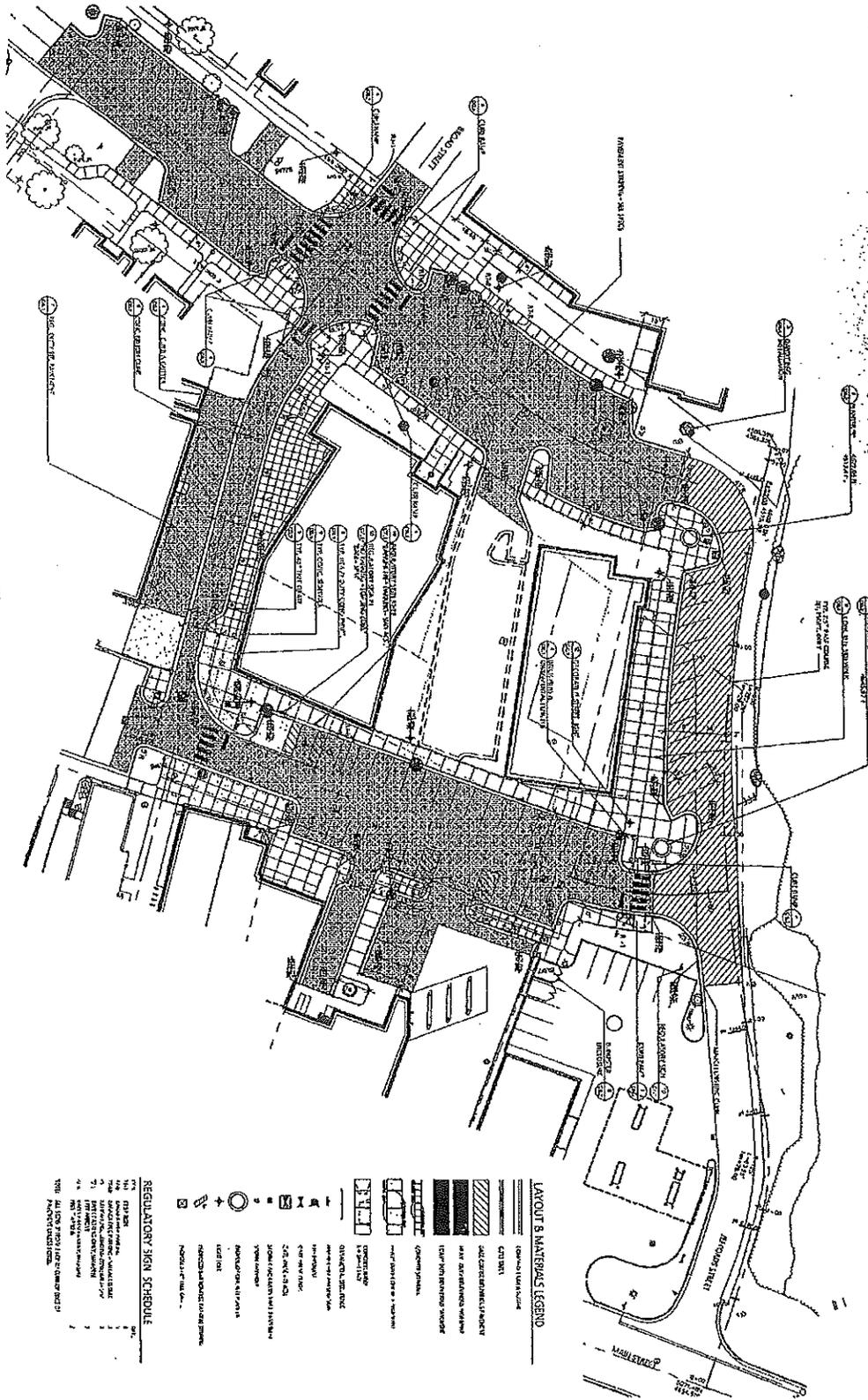
**DRAWN BY:** [Name]

**CHECKED BY:** [Name]

**APPROVED BY:** [Name]

DATE PLOTTED: 11/20/2018 10:00 AM

PLotted by: [Name]



LAYOUT NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS APPROVED BY THE ARCHITECT.
4. ALL UTILITIES SHALL BE AS SHOWN ON THE UTILITIES PLAN.
5. ALL LANDSCAPING SHALL BE AS SHOWN ON THE LANDSCAPE PLAN.
6. ALL LIGHTING SHALL BE AS SHOWN ON THE LIGHTING PLAN.
7. ALL SIGNAGE SHALL BE AS SHOWN ON THE SIGNAGE PLAN.
8. ALL FURNISHINGS SHALL BE AS SHOWN ON THE FURNISHINGS PLAN.
9. ALL PAINTS SHALL BE AS SHOWN ON THE PAINT SCHEDULE.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DECKER ZONING ORDINANCES.

**REGULATORY SIGN SCHEDULE**

NO.	DESCRIPTION	TYPE
1	STOP SIGN	REGULATORY
2	YIELD SIGN	REGULATORY
3	NO LEFT TURN SIGN	REGULATORY
4	NO RIGHT TURN SIGN	REGULATORY
5	NO U-TURN SIGN	REGULATORY
6	NO THROUGH TRUCKS SIGN	REGULATORY
7	NO TRUCKS OVER 10,000 LBS SIGN	REGULATORY
8	NO TRUCKS OVER 10 FEET SIGN	REGULATORY
9	NO TRUCKS OVER 7 FEET SIGN	REGULATORY
10	NO TRUCKS OVER 4 FEET SIGN	REGULATORY
11	NO TRUCKS OVER 2 FEET SIGN	REGULATORY
12	NO TRUCKS OVER 1 FEET SIGN	REGULATORY
13	NO TRUCKS OVER 6 INCHES SIGN	REGULATORY
14	NO TRUCKS OVER 3 INCHES SIGN	REGULATORY
15	NO TRUCKS OVER 1 1/2 INCHES SIGN	REGULATORY
16	NO TRUCKS OVER 3/4 INCHES SIGN	REGULATORY
17	NO TRUCKS OVER 1/2 INCHES SIGN	REGULATORY
18	NO TRUCKS OVER 1/4 INCHES SIGN	REGULATORY
19	NO TRUCKS OVER 1/8 INCHES SIGN	REGULATORY
20	NO TRUCKS OVER 1/16 INCHES SIGN	REGULATORY
21	NO TRUCKS OVER 1/32 INCHES SIGN	REGULATORY
22	NO TRUCKS OVER 1/64 INCHES SIGN	REGULATORY
23	NO TRUCKS OVER 1/128 INCHES SIGN	REGULATORY
24	NO TRUCKS OVER 1/256 INCHES SIGN	REGULATORY
25	NO TRUCKS OVER 1/512 INCHES SIGN	REGULATORY
26	NO TRUCKS OVER 1/1024 INCHES SIGN	REGULATORY
27	NO TRUCKS OVER 1/2048 INCHES SIGN	REGULATORY
28	NO TRUCKS OVER 1/4096 INCHES SIGN	REGULATORY
29	NO TRUCKS OVER 1/8192 INCHES SIGN	REGULATORY
30	NO TRUCKS OVER 1/16384 INCHES SIGN	REGULATORY
31	NO TRUCKS OVER 1/32768 INCHES SIGN	REGULATORY
32	NO TRUCKS OVER 1/65536 INCHES SIGN	REGULATORY
33	NO TRUCKS OVER 1/131072 INCHES SIGN	REGULATORY
34	NO TRUCKS OVER 1/262144 INCHES SIGN	REGULATORY
35	NO TRUCKS OVER 1/524288 INCHES SIGN	REGULATORY
36	NO TRUCKS OVER 1/1048576 INCHES SIGN	REGULATORY
37	NO TRUCKS OVER 1/2097152 INCHES SIGN	REGULATORY
38	NO TRUCKS OVER 1/4194304 INCHES SIGN	REGULATORY
39	NO TRUCKS OVER 1/8388608 INCHES SIGN	REGULATORY
40	NO TRUCKS OVER 1/16777216 INCHES SIGN	REGULATORY
41	NO TRUCKS OVER 1/33554432 INCHES SIGN	REGULATORY
42	NO TRUCKS OVER 1/67108864 INCHES SIGN	REGULATORY
43	NO TRUCKS OVER 1/134217728 INCHES SIGN	REGULATORY
44	NO TRUCKS OVER 1/268435456 INCHES SIGN	REGULATORY
45	NO TRUCKS OVER 1/536870912 INCHES SIGN	REGULATORY
46	NO TRUCKS OVER 1/1073741824 INCHES SIGN	REGULATORY
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57	NO TRUCKS OVER 1/2199023258752 INCHES SIGN	REGULATORY
58	NO TRUCKS OVER 1/4398046517504 INCHES SIGN	REGULATORY
59	NO TRUCKS OVER 1/8796093035008 INCHES SIGN	REGULATORY
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61	NO TRUCKS OVER 1/35184372140032 INCHES SIGN	REGULATORY
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63	NO TRUCKS OVER 1/140737488560128 INCHES SIGN	REGULATORY
64	NO TRUCKS OVER 1/281474977120256 INCHES SIGN	REGULATORY
65	NO TRUCKS OVER 1/562949954240512 INCHES SIGN	REGULATORY
66	NO TRUCKS OVER 1/1125899908481024 INCHES SIGN	REGULATORY
67	NO TRUCKS OVER 1/2251799816962048 INCHES SIGN	REGULATORY
68	NO TRUCKS OVER 1/4503599633924096 INCHES SIGN	REGULATORY
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70	NO TRUCKS OVER 1/18014398537696384 INCHES SIGN	REGULATORY
71	NO TRUCKS OVER 1/36028797075392768 INCHES SIGN	REGULATORY
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85	NO TRUCKS OVER 1/59029581127234710912 INCHES SIGN	REGULATORY
86	NO TRUCKS OVER 1/118059162254469421824 INCHES SIGN	REGULATORY
87	NO TRUCKS OVER 1/236118324508938843648 INCHES SIGN	REGULATORY
88	NO TRUCKS OVER 1/472236649017877687296 INCHES SIGN	REGULATORY
89	NO TRUCKS OVER 1/944473298035755374592 INCHES SIGN	REGULATORY
90	NO TRUCKS OVER 1/1888946596071510749184 INCHES SIGN	REGULATORY
91	NO TRUCKS OVER 1/3777893192143021498368 INCHES SIGN	REGULATORY
92	NO TRUCKS OVER 1/7555786384286042996736 INCHES SIGN	REGULATORY
93	NO TRUCKS OVER 1/15111572768572085993472 INCHES SIGN	REGULATORY
94	NO TRUCKS OVER 1/30223145537144171986944 INCHES SIGN	REGULATORY
95	NO TRUCKS OVER 1/60446291074288343973888 INCHES SIGN	REGULATORY
96	NO TRUCKS OVER 1/120892582148576687947776 INCHES SIGN	REGULATORY
97	NO TRUCKS OVER 1/241785164297153375895552 INCHES SIGN	REGULATORY
98	NO TRUCKS OVER 1/483570328594306751791104 INCHES SIGN	REGULATORY
99	NO TRUCKS OVER 1/967140657188613503582208 INCHES SIGN	REGULATORY
100	NO TRUCKS OVER 1/193428131437722700716448 INCHES SIGN	REGULATORY

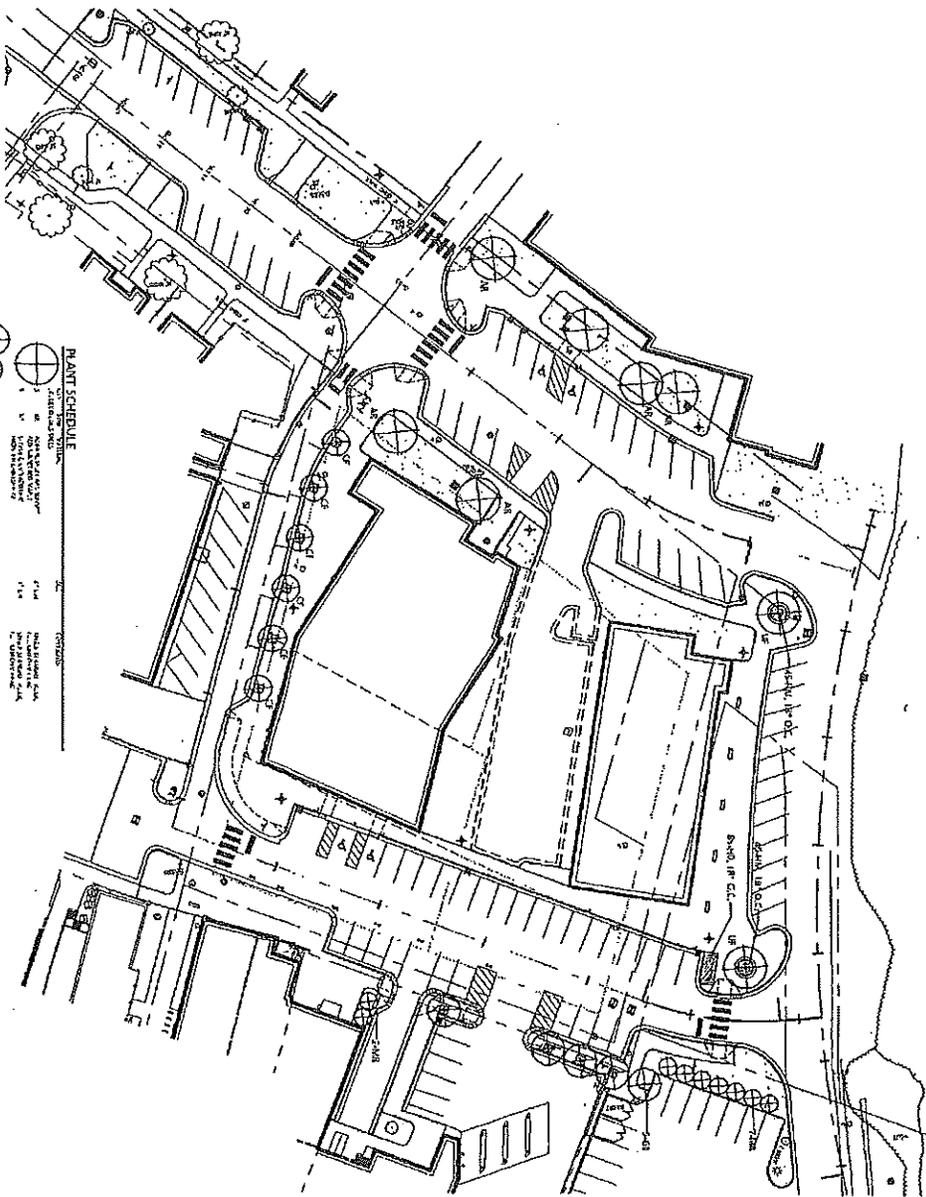
**LAYOUT & MATERIALS LEGEND**

NO.	DESCRIPTION
1	CONCRETE
2	ASPHALT
3	GRAVEL
4	PAVEMENT
5	LANDSCAPE
6	PLANTING
7	LIGHTING
8	SITE FURNISHINGS
9	ROOF
10	WALL
11	FLOOR
12	CEILING
13	DOOR
14	WINDOW
15	STAIR
16	ELEVATOR
17	MECHANICAL
18	ELECTRICAL
19	PLUMBING
20	HEATING
21	Cooling
22	INSULATION
23	GLASS
24	METAL
25	WOOD
26	BRICK
27	STONE
28	CONCRETE BLOCK
29	CMU
30	EIFS
31	STUCCO
32	PLASTER
33	PAINT
34	FINISH
35	TEXTURE
36	GLAZE
37	SEALANT
38	ADHESIVE
39	FASTENER
40	ANCHOR
41	SCREW
42	NAIL
43	PLATE
44	BRACKET
45	SHIM
46	WEDGE
47	SPACER
48	STOP
49	FLASHING
50	TRIM
51	MOULDING
52	BASEBOARD
53	CROWN MOULDING
54	TOE KICK
55	TRANSOM
56	TRANSOM GLASS
57	TRANSOM PANEL
58	TRANSOM FRAME
59	TRANSOM GLAZING
60	TRANSOM FINISH
61	TRANSOM SEALANT
62	TRANSOM ADHESIVE
63	TRANSOM FASTENER
64	TRANSOM ANCHOR
65	TRANSOM SCREW
66	TRANSOM NAIL
67	TRANSOM PLATE
68	TRANSOM BRACKET
69	TRANSOM SHIM
70	TRANSOM WEDGE
71	TRANSOM SPACER
72	TRANSOM STOP
73	TRANSOM FLASHING
74	TRANSOM TRIM
75	TRANSOM MOULDING
76	TRANSOM BASEBOARD
77	TRANSOM CROWN MOULDING
78	TRANSOM TOE KICK
79	TRANSOM TRANSOM GLASS
80	TRANSOM TRANSOM PANEL
81	TRANSOM TRANSOM FRAME
82	TRANSOM TRANSOM GLAZING
83	TRANSOM TRANSOM FINISH
84	TRANSOM TRANSOM SEALANT
85	TRANSOM TRANSOM ADHESIVE
86	TRANSOM TRANSOM FASTENER
87	TRANSOM TRANSOM ANCHOR
88	TRANSOM TRANSOM SCREW
89	TRANSOM TRANSOM NAIL
90	TRANSOM TRANSOM PLATE
91	TRANSOM TRANSOM BRACKET
92	TRANSOM TRANSOM SHIM
93	TRANSOM TRANSOM WEDGE
94	TRANSOM TRANSOM SPACER
95	TRANSOM TRANSOM STOP
96	TRANSOM TRANSOM FLASHING
97	TRANSOM TRANSOM TRIM
98	TRANSOM TRANSOM MOULDING
99	TRANSOM TRANSOM BASEBOARD
100	TRANSOM TRANSOM CROWN MOULDING

**REGULATORY SIGN SCHEDULE**

NO.	DESCRIPTION	TYPE
1	STOP SIGN	REGULATORY
2	YIELD SIGN	REGULATORY
3	NO LEFT TURN SIGN	REGULATORY
4	NO RIGHT TURN SIGN	REGULATORY
5	NO U-TURN SIGN	REGULATORY
6	NO THROUGH TRUCKS SIGN	REGULATORY
7	NO TRUCKS OVER 10,000 LBS SIGN	REGULATORY
8	NO TRUCKS OVER 10 FEET SIGN	REGULATORY
9	NO TRUCKS OVER 7 FEET SIGN	REGULATORY
10	NO TRUCKS OVER 4 FEET SIGN	REGULATORY
11	NO TRUCKS OVER 2 FEET SIGN	REGULATORY
12	NO TRUCKS OVER 1 FEET SIGN	REGULATORY
13	NO TRUCKS OVER 6 INCHES SIGN	REGULATORY
14	NO TRUCKS OVER 3 INCHES SIGN	REGULATORY
15	NO TRUCKS OVER 1 1/2 INCHES SIGN	REGULATORY
16	NO TRUCKS OVER 3/4 INCHES SIGN	REGULATORY
17	NO TRUCKS OVER 1/2 INCHES SIGN	REGULATORY
18	NO TRUCKS OVER 1/4 INCHES SIGN	REGULATORY
19	NO TRUCKS OVER 1/8 INCHES SIGN	REGULATORY
20	NO TRUCKS OVER 1/16 INCHES SIGN	REGULATORY
21	NO TRUCKS OVER 1/32 INCHES SIGN	REGULATORY
22	NO TRUCKS OVER 1/64 INCHES SIGN	REGULATORY
23	NO TRUCKS OVER 1/128 INCHES SIGN	REGULATORY
24	NO TRUCKS OVER 1/256 INCHES SIGN	REGULATORY
25	NO TRUCKS OVER 1/512 INCHES SIGN	REGULATORY
26	NO TRUCKS OVER 1/1024 INCHES SIGN	REGULATORY
27	NO TRUCKS OVER 1/2048 INCHES SIGN	REGULATORY
28	NO TRUCKS OVER 1/4096 INCHES SIGN	REGULATORY
29	NO TRUCKS OVER 1/8192 INCHES SIGN	REGULATORY
30	NO TRUCKS OVER 1/16384 INCHES SIGN	REGULATORY
31	NO TRUCKS OVER 1/32768 INCHES SIGN	REGULATORY
32	NO TRUCKS OVER 1/65536 INCHES SIGN	REGULATORY
33	NO TRUCKS OVER 1/131072 INCHES SIGN	REGULATORY
34	NO TRUCKS OVER 1/262144 INCHES SIGN	REGULATORY
35	NO TRUCKS OVER 1/524288 INCHES SIGN	REGULATORY
36	NO TRUCKS OVER 1/1048576 INCHES SIGN	REGULATORY
37	NO TRUCKS OVER 1/2097152 INCHES SIGN	REGULATORY
38	NO TRUCKS OVER 1/4194304 INCHES SIGN	REGULATORY
39	NO TRUCKS OVER 1/8388608 INCHES SIGN	REGULATORY
40	NO TRUCKS OVER 1/16777216 INCHES SIGN	REGULATORY
41	NO TRUCKS OVER 1/33554432 INCHES SIGN	REGULATORY
42	NO TRUCKS OVER 1/67108864 INCHES SIGN	REGULATORY
43	NO TRUCKS OVER 1/134217728 INCHES SIGN	REGULATORY
44	NO TRUCKS OVER 1/268435456 INCHES SIGN	REGULATORY
45	NO TRUCKS OVER 1/536870912 INCHES SIGN	REGULATORY
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47	NO TRUCKS OVER 1/2147483648 INCHES SIGN	REGULATORY
48	NO TRUCKS OVER 1/4294967296 INCHES SIGN	REGULATORY
49	NO TRUCKS OVER 1/8589934592 INCHES SIGN	REGULATORY
50	NO TRUCKS OVER 1/17179869184 INCHES SIGN	REGULATORY
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52	NO TRUCKS OVER 1/68719476736 INCHES SIGN	REGULATORY
53	NO TRUCKS OVER 1/137438953472 INCHES SIGN	REGULATORY
54	NO TRUCKS OVER 1/274877907120256 INCHES SIGN	REGULATORY
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57	NO TRUCKS OVER 1/2199023256962048 INCHES SIGN	REGULATORY
58	NO TRUCKS OVER 1/4398046513924096 INCHES SIGN	REGULATORY
59	NO TRUCKS OVER 1/8796093027848192 INCHES SIGN	REGULATORY
60	NO TRUCKS OVER 1/17592186556963384 INCHES SIGN	REGULATORY
61	NO TRUCKS OVER 1/35184373113926768 INCHES SIGN	REGULATORY
62	NO TRUCKS OVER 1/70368746227853536 INCHES SIGN	REGULATORY
63	NO TRUCKS OVER 1/140737492557107072 INCHES SIGN	REGULATORY
64	NO TRUCKS OVER 1/281474985114214144 INCHES SIGN	REGULATORY
65	NO TRUCKS OVER 1/562949970228428288 INCHES SIGN	REGULATORY
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67	NO TRUCKS OVER 1/225179988114513152 INCHES SIGN	REGULATORY
68	NO TRUCKS OVER 1/450359976229026304 INCHES SIGN	REGULATORY
69	NO TRUCKS OVER 1/900719952458052608 INCHES SIGN	REGULATORY
70	NO TRUCKS OVER 1/1801439904916105216 INCHES SIGN	REGULATORY
71	NO TRUCKS OVER 1/3602879809832210432 INCHES SIGN	REGULATORY
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73	NO TRUCKS OVER 1/1441151923932841728 INCHES SIGN	REGULATORY
74	NO TRUCKS OVER 1/2882303847865683456 INCHES SIGN	REGULATORY
75	NO TRUCKS OVER 1/5764607695731366912 INCHES SIGN	REGULATORY
76	NO TRUCKS OVER 1/11529215383462733824 INCHES SIGN	REGULATORY
77	NO TRUCKS OVER 1/23058430766925467648 INCHES SIGN	REGULATORY
78	NO TRUCKS OVER 1/46116861533850935296 INCHES SIGN	REGULATORY
79	NO TRUCKS OVER 1/92233723067701870	





**PLANT SCHEDULE**

SYMBOL	PLANT NAME	QUANTITY	NOTES
(Symbol)	1. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	2. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	3. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	4. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	5. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	6. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	7. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	8. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	9. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	10. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	11. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	12. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	13. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	14. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	15. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	16. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	17. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	18. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	19. 10' SPREADER	1	PLANTING IN PARKING LOT
(Symbol)	20. 10' SPREADER	1	PLANTING IN PARKING LOT

**LANDSCAPE NOTES**

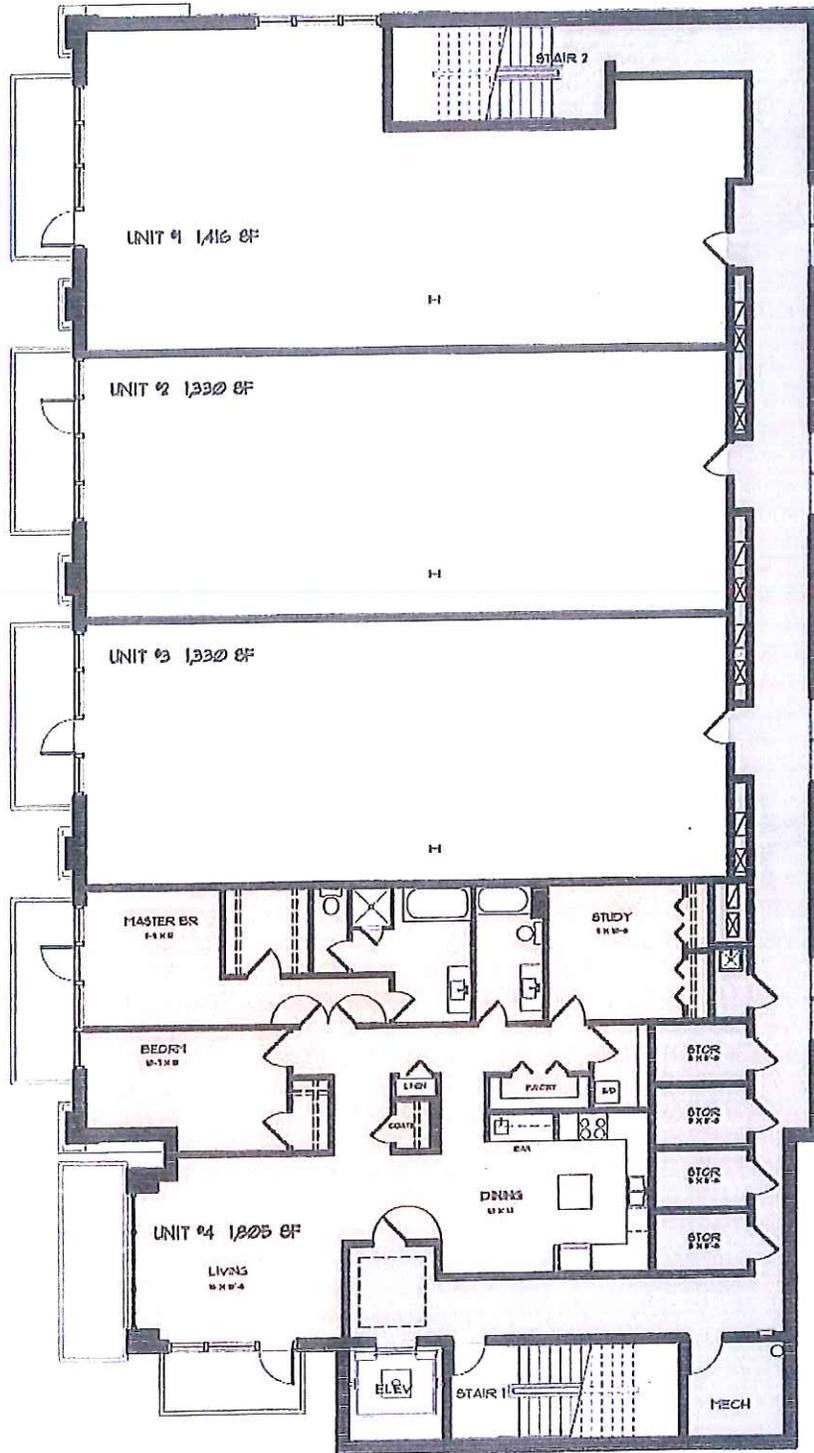
1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
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7. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
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9. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.
10. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PRACTICE MANUAL AND THE ILLUSTRATED GUIDE TO PLANTING.

Village of Danier  
Public Street and Alleyway  
Improvements  
Plan, Schedule

Project No. 15-001  
Date: 11/15/15

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/15
2	ISSUED FOR CONSTRUCTION	11/15/15
3	ISSUED FOR AS-BUILT	11/15/15
4	ISSUED FOR FINAL	11/15/15

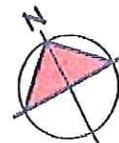


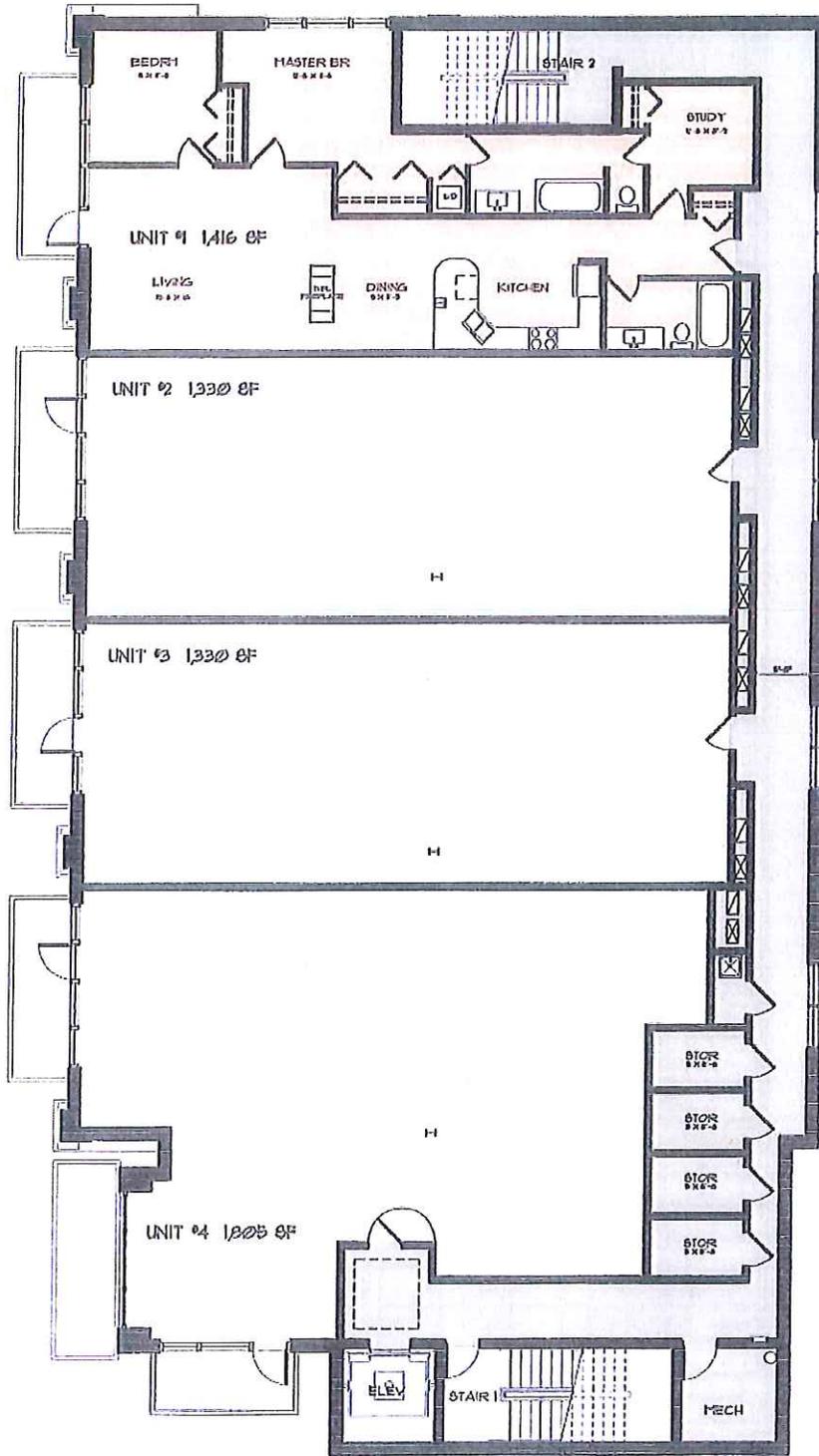


SECOND FLOOR PLAN - UNIT# 4

SCALE: 1/16" = 1'-0"

1,805 SQ FT

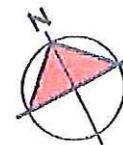




SECOND FLOOR PLAN - UNIT# 1

SCALE: 1/16" = 1'-0"

1,416 SQ FT





FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

M I L L C R E E K

Dexter  
Michigan

## OFFICE OF COMMUNITY DEVELOPMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

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**Memorandum**

**To:** Chairman Brouwer and DDA Board of Directors  
Courtney Nicholls, Village Manager

**From:** Michelle Aniol, Community Development Manager

**Re:** Ann Arbor Street Lighting Project Cost Repayment

**Date:** December 18, 2014

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On February 20, 2014, based on a request from the then Village Council, the DDA voted to "approve up to, but not exceed \$110,000 for the street lighting project on Ann Arbor Street." You will recall the Ann Arbor Street Improvement Project is located in a primarily residential area within the DDA District. The lighting plan called for the installation of Ornamental Street Lights to close wide gaps in lighting along Ann Arbor Street.

Attached you will find a worksheet from OHM that breaks down the cost for installing 16 decorative street lights along Ann Arbor Street, as part of the Ann Arbor Street Improvement Project, which was completed this past summer. The total actual cost of the street lighting portion of the project was \$111,128.00, and exceeds the amount approved by the DDA by \$1,128. It must be noted that the DDA's approval of the not to exceed amount was based on an engineer's estimate, and was prior to the City obtaining bids for the project.

Over the course of the project this summer, the City paid the invoices and is now requesting that the DDA reimburse it for expense. The DDA is being asked to:

- 1) approved an additional \$1,128.00 for street lighting along Ann Arbor Street, and
- 2) authorize a transfer of funds, in the amount of \$111,128 in order to repay the City for the installation of street lighting along Ann Arbor Street.



Client: CITY OF DEXTER  
 Project: 2014 MDOT Projects  
 OHM JN: 0130-13-0064  
 Sheet: Ann Arbor Street Lighting Totals  
 Date: 12/10/2014 By: PMD  
 Checked: \_\_\_\_\_

**PROJECT WORK SHEET**

architects. engineers. planners.

Item	Units	Quantity Placed	Unit Price	Total Cost
_ Light Standard, Decorative Luminaire, Modified	Ea	16	\$3,500.00	\$56,000.00
_ Light Std, Fdn, Modified	Ea	16	\$625.00	\$10,000.00
_ Metered Service, Modified	Ea	2	\$4,900.00	\$9,800.00
Cable, Equipment Grounding Wire, 1/C#6	Ft	2,871.00	\$1.00	\$2,871.00
Conduit, Schedule 40, 1 1/2 inch	Ft	2,176.00	\$5.00	\$10,880.00
Conduit, Schedule 40, 2 1/2 inch	Ft	155	\$7.00	\$1,085.00
Conduit, Schedule 40, 2 inch	Ft	520	\$6.00	\$3,120.00
DB Cable, in Conduit, 600V, 1/C#6	Ft	7,152.00	\$1.25	\$8,940.00
DB Cable, in Conduit, 600V, 1/C#8	Ft	5,732.00	\$1.00	\$5,732.00
Hh, Square	Ea	5	\$540.00	\$2,700.00
<b>DDA Lighting Total</b>				<b>\$111,128.00</b>

248-965-999-101

SUBJECT	BY	SHEET NO.	JOB NUMBER
	DATE 12/10/2014	1 of 1	.

(print date)

**Michigan OFFICE OF COMMUNITY DEVELOPMENT**8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

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**Memorandum**

**To:** Chairman Brouwer and DDA Board of Directors  
Courtney Nicholls, City Manager

**From:** Michelle Aniol, Community Development Manager

**Re:** Report for December 18, 2014 DDA Board Meeting

**Date:** December 16, 2014

---

**RRC UPDATES**

1. RRC Draft Evaluation Report: Staff met with MEDC representatives on Thursday, December 4<sup>th</sup>, to review the DRAFT RRC Evaluation Report. As you will recall, the RRC evaluation is based on a set of 6 Best Practices; Community Plan and Public Outreach, Zoning Policy and Regulations, Development Review Process, Education and Training, Redevelopment Ready Sites, and Community Prosperity. These six standards were developed in conjunction with public and private sector experts and address key elements of community and economic development. If we endeavor to become RRC Certified, we would have to demonstrate we meet these best practice criteria.

The RRC team conducts research, observation and interviews, as well as obtaining consulting advice and technical expertise from the RRC Advisory Council, in order to measure a community to the best practices. The team analyzes a community's development materials, including, but not limited to the following:

- master plan;
- redevelopment strategy;
- capital improvements plan;
- budget;
- public participation plan;
- zoning regulations;
- development procedures;
- applications;
- economic development strategy;
- marketing strategies; and
- website.

MEDC researchers observe the meetings of the community's governing body, planning commission, zoning board of appeals and other committees as applicable. In confidential interviews, the team also records the input of local business owners and developers who have worked with the community. A community's degree of attainment for each best practice criteria is visually represented in the report by the following:

	Green indicates the best practice component is currently being met by the community.
	Yellow indicates some of the best practice component may be in place, but additional action is required.
	Red indicates the best practice component is not present or outdated.

The RRC Evaluation Report contains recommended actions for Certification and provides an estimated timeline for completion. The feedback we received in the draft RRC Report and during my meeting with the MEDC is that the City has done and continues to do an **excellent job!** The feedback received in the draft report are recommendations for improving on recognized best practices, **if we want to obtain Redevelopment Ready Certification.** Copies of the report will be distributed at your meeting. Staff is meeting with CWA on Wednesday, December 17<sup>th</sup> to discuss MEDC funding assistance for implementing best practice recommendations in the RRC Draft Evaluation Report, including zoning ordinance amendments.

2. RRSites Final Presentation: The date of the final presentation of the RRSites Study report, by UM Professor Peter Allen and his students, has been scheduled for Tuesday, January 13, 2015 from 7:00 -8:30 pm at the Dexter District Library.

Professor Allen must submit this report to MEDC before the end of January 2015, so having a date in the middle of the month will give him and his student time to make any final adjustments, edits, etc., before the deadline. Please **RSVP** to [maniol@dextermi.gov](mailto:maniol@dextermi.gov) or by phone (734-426-8303) by Friday, January 9, 2015. Light refreshments will be served.

### Planning Commission Update

- The Planning Commission is recommending that Council approve a proposal submitted by CWA to amend Articles 7, Signs and 2, Definitions and reformat the entire zoning ordinance in a more user friendly document with easy to read text and graphics. Council has not yet been presented with the information, as staff recently learned that there may be funding available through MEDC, as part of the Redevelopment Ready Communities program to help off-set the cost of amending the ordinance. Staff anticipates the Council will consider the request at its first meeting in January.
- Staff prepared an outline and flowchart to assist the Planning Commission with a potential future amendment to Article 19, PUD Planning and Development Regulations for Planned Unit Development District. Attached to this memo you will find an outline and flowchart of the current regulations, as well as the potential outline and flowchart for an amended Article 19, titled Planned Development Overlay Districts. No action was taken, as the Planning Commission wants to continue to review and discuss ways to improve and streamline PUD Regulations and Procedures. Funding through MEDC is again an option that needs to be further investigated. Staff is meeting with our planning consultant, as they are an approved MEDC vendor.

## ZBA Update

The ZBA considered two cases at its December 15, 2014.

- ZBA 2014-06, was a request on behalf of Dexter Crossing Associates, LLC/Oxford Management, for an interpretation and possible variance from the City of Dexter Zoning Ordinance for 7061 Dexter-Ann Arbor Road, HD-08-08-200-021:
  1. An interpretation of Section 7.03, sub-section (1)A and D to determine the number of ground signs allowed within non-residential zoning districts and business centers; and
  2. Depending on the interpretation, a variance from sub-section (1) D to allow 1 additional ground sign.

Based on the information submitted by the applicant at the meeting, and the discussion by the Board, the ZBA decided to postpone action to its January 19, 2015 and to allow the applicant to clean up the request. The Board was concerned with the size of the signs compared to other signs in town, such as Dexter Town Center and Busch's, and the location of the ground and tenant signs. The Board also wanted additional input from staff and the consultant.

- ZBA 2014-07, was a request on behalf of Walkabout Creek LDHA LP, for a variance from Section 7.09 (3)A.4 of the City of Dexter Zoning Ordinance for 2425 Dongara Drive, to allow the re-erect a new non-conforming ground sign that would cost more than fifty (50) percent of the replacement cost of the original non-conforming sign.

The ZBA granted approval to waive the requirements of Section 7.09(3)A.4 to allow the re-erection of a new ground sign that would cost more than fifty percent (50%) of the replacement cost of the original non-conforming sign, based on the discussion by the Board, upon a determination there was a practical difficulty and substantial justice could be achieved by reducing the non-conformity by 50%, provided the height of the sign shall not exceed 4 feet 9 inches, the sign area shall not exceed 70 square feet per side and a setback of 14 feet shall be maintained from the road.

## Business Development Update

Northern United Brewing Company has indicated an interest in adding a kitchen to its tasting room, in order to grow the business. Initially staff thought a pre-application meeting with NUBC would provide the information NUBC would need, regarding the City's development review process and procedures. However, staff has come to the conclusion that a thorough review of the project's history should occur first and then shared with the Planning Commission and City Council. This seems like a more logical first step, especially considering that there have been a number of new appointments to the Commission, since NUBC first applied for a tasting room, at its facility in the Dexter Business and Research Park.

**OUTLINE for Article XIX**

**PUD PLANNING AND DEVELOPMENT  
REGULATIONS FOR PLANNED UNIT  
DEVELOPMENT DISTRICTS**

**Section 19.01 PURPOSE AND INTENT**

**Section 19.02 PUD REGULATIONS**

**Section 19.03 GENERAL PROVISIONS**

- A. Residential Density.
- B. Mixed Use Projects
- C. Open Space Regulations
- D. Preservation of Natural Resources and Natural Features.

**Section 19.04 DESIGN STANDARDS**

- A. Setbacks in the PUD Project.
- B. Vehicular and Pedestrian Circulation.
- C. Parking and Loading Regulations
- D. Utilities.
- E. Storm water Drainage/Erosion Control.
- F. Design Elements.

**Section 19.05 PUD CONDITIONS**

**Section 19.06 PHASING**

**Section 19.07 PRE-APPLICATION CONFERENCE**

**Section 19.08 AREA PLAN REQUIREMENTS**

- A. Procedure for Petition and Area Plan Approvals for PUD.
- B. Information Required for Area Plan
- C. Standards for Petition and Area Plan Review.
- D. Effect of Approval of Petition and Area Plan Approval of the petition and area plan by the Village Council

**Section 19.09 PRELIMINARY SITE PLAN REQUIREMENTS**

**Section 19.10 FINAL SITE PLAN REQUIREMENTS**

**Section 19.11 SUBDIVISION PLATS**

**Section 19.12 COMMON AREAS AND FACILITIES**

**Section 19.13 AMENDMENT AND REVISION**

**Section 19.14 EXPIRATION OF PLAN APPROVALS**

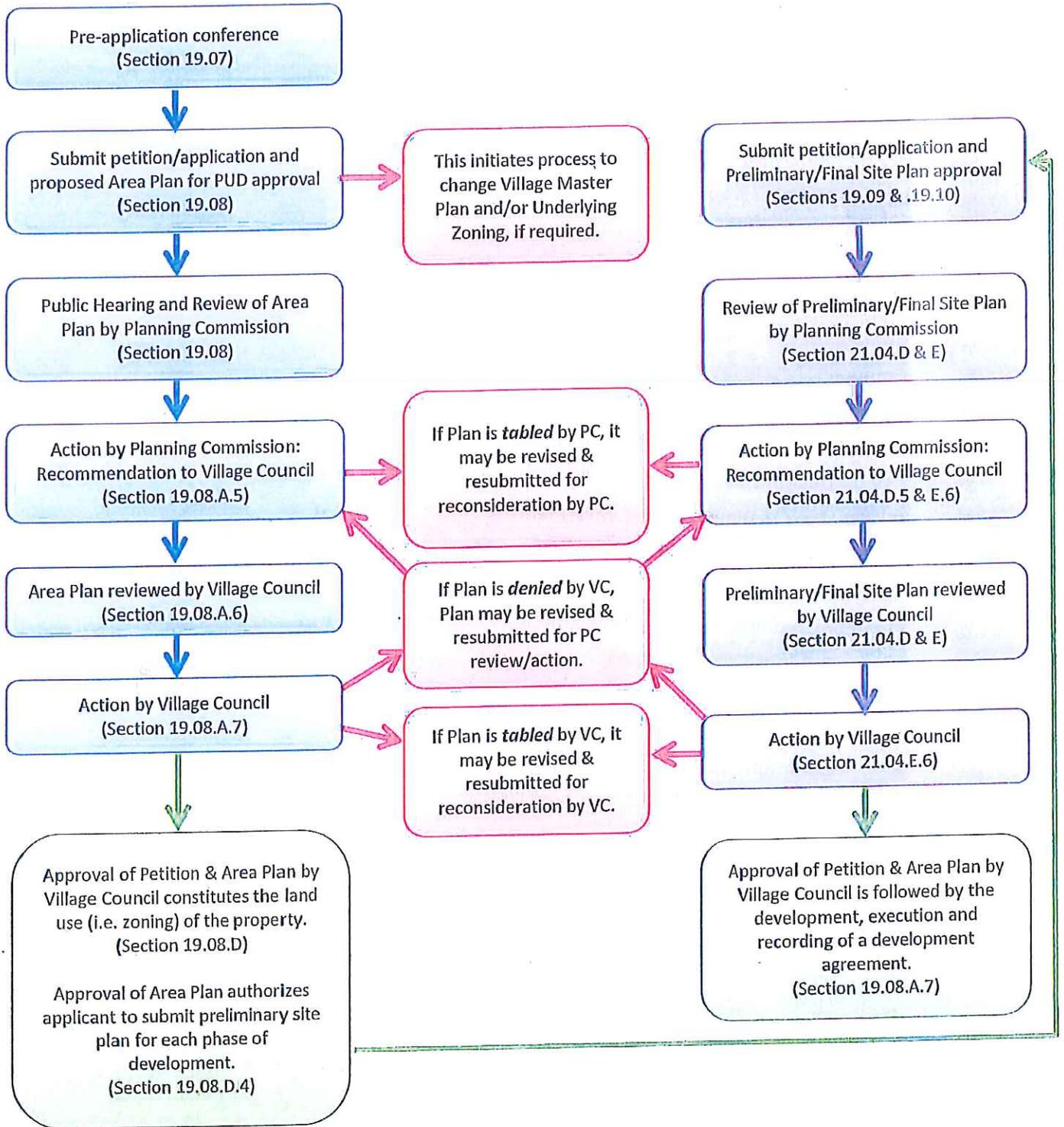
**Section 19.15 EXTENSION OF TIME LIMITS**

**Section 19.16 AS-BUILT DRAWINGS**

**Section 19.17 PERFORMANCE GUARANTEE**

**Section 19.18 VIOLATIONS**

### CURRENT Article 19 Planned Unit Development Process



## PROPOSED OUTLINE Article XIX

## PLANNED DEVELOPMENT (PD) OVERLAY DISTRICTS

## Section 19.01 PURPOSE AND INTENT

- A. Purpose.
- B. Intent.

## Section 19.02 Qualifying Conditions

- A. Unified Control of Property.
- B. Demonstrate benefit.
- C. Public Utilities
- D. Availability and Capacity of Public Services.
- E. Compatibility with the Master Plan.
- F. Compatibility with the PD Purpose.
- G. Development Impact.

## Section 19.03 Principal permitted and special land uses

## Section 19.04 Design standards/guidelines

- A. Modifications to Dimensional Requirements.
- B. Downtown Design Standards/Guidelines
- C. Residential Density.
- D. Outdoor Common Area And Site Amenities Requirements:
  - 1. Outdoor Common Area
  - 2. Site Amenities
  - 3. Exclusions
  - 4. Common Area Access
- E. Landscaping, Screening and Tree Preservation
- F. Signage
- G. Parking and Loading
- H. Circulation
  - 1. Pedestrian and bicycle
  - 2. Vehicular
- I. Public Improvements
- J. Relationship to Adjoining Land

## 19.05 Review and Approval Procedure

- A. Overview.
- B. Pre-application Meeting.
- C. Application and Procedure for Conceptual PD Site Plan Review.

# Proposed Article 19 Planned Development Process

