

Dexter Downtown Development Authority

May 21, 2015 <> 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 May 21, 2015 by Chairman Steve Brouwer

2. Roll Call

Becker, Patrick	Bellas, Rich	Brouwer, Steve
Covert, Tom	Darnell, Don	Finn, Doug-ab
Jones, Carol	Keough, Shawn	Model, Fred-alb
O'Haver, Dan-ab	Schmid, Fred-arr	7:33 Willis, Randy

Also in attendance: Michelle Aniol, Community Development Manager; John Heiss, O'Brien Construction; and media.

3. Approval of Minutes from the Regular April 16, 2015 Meeting:
Motion Darnell, second Willis to approve the regular meeting minutes of April 16, 2015 with a note added under the Treasurer's Report to have the City Treasurer check on the US Bank payment for accuracy. Unanimous voice vote approval with Finn, Model and O'Haver absent.

4. Approval of Agenda:
Motion Bellas, second Willis to approve the agenda as presented. Unanimous voice vote approval with Finn, Model and O'Haver absent.

5. Pre-arranged Audience Participation:

None

6. Non-Arranged Citizen Participation:

None

7. Treasurer's Report:

a) May Invoices: Invoice from Scott Munzel for Dexter Wellness in the amount of \$4,495.35, for Broad Street Property in the amount of \$238.00, and for the Housing market Study in the amount of \$408.00 for a total of \$5,141.35. *Motion Willis, second Schmid to pay the May invoices in the amount of \$5,141.35. Unanimous voice vote approval with Finn, Model and O'Haver absent.*

b) Approval of May 2015 Treasurer's Reports – *Tom reported on the balances, debt fund forecast with forecast of paying down the bond but have not cleared up the bond payment schedule yet. Will report on this at the next meeting. Motion Keough, second Darnell to accept the May Treasurer's report as presented. Unanimous voice vote approval with Finn, Model and O'Haver absent.*

c) Bond Refinance – *Motion Covert, second Darnell to request consideration of adopting a bond resolution at the June meeting to begin the process of restructuring the 2008 taxable bond. Unanimous voice vote approval with Finn, Model and O'Haver absent.*

d) Budget Forecast – *Presented with a sample to review and then it will go to council. Need to add DTE removal and property swap.*

8. Correspondence / Communications:

None

9. Action Items:

a) Washtenaw County Road Millage Tax Capture

Motion Darnell, second Bellas be it resolved that in the spirit of intergovernmental cooperation the Downtown Development Authority directs the City of Dexter Treasurer to remit their capture of the .5 road millage levied in December 2014 to the Washtenaw County Treasurer for use in the City of Dexter as outlined in their resolution of October 2014, and that this action in no way endorses Washtenaw County's actions in exempting this millage from tax capture in the absence of case law from within Washtenaw County addressing this issue, and that the Dexter Downtown Development Authority reserves the right to retain the capture from the future road millage levied under PA 203 of 1909.

Ayes: Becker, Bellas, Brouwer, Covert, Darnell, Jones, Keough, Schmid and Willis

Nays: None

Absent: Finn, Model, and O'Haver

Motion carries.

b) RFQ for Developer

Motion Darnell, second Covert to approve the distribution and posting of the RFQ for a Developer of the 3445 Broad Street Property. Unanimous voice vote approval with Finn, Model and O'Haver absent.

c) Landuse USA Target Market Analysis Proposal

Motion Keough, second Schmid to recommend to City Council the contract from Landuse USA in the amount of \$30,000. Unanimous voice vote approval with Finn, Model and O'Haver absent.

- d) Washtenaw County Mini Grant Opportunity – Discussion regarding County's economic development mini-grant program to fund a Retail Market Study of the Downtown.

Motion Schmid, second Darnell to authorize staff to distribute and post the RFP for a Retail Market Study with the City of Dexter and the Dexter DDA splitting the costs. Unanimous voice vote approval with Finn, Model and O'Haver absent.

Motion Darnell, second Willis to accept the Dexter Area Chamber of Commerce's proposal to submit the Washtenaw County Mini-Grant Application and act as the grant administrator for a fee not to exceed \$300. Unanimous voice vote approval with Finn, Model and O'Haver absent.

10. Discussion Updates:

- a) Dumpster Relocation (continued)

Fred S reported on some inherit problems with the moving of the dumpster. One of the new location sites is only a few feet away from a property owner's pool. The dumpster is also in need of repair as it may not be able to be moved. The dumpster area is in need of policing as it is filled with additional trash. More work is needed on this issue and it was suggested that a meeting with Waste Management may be helpful.

- b) DDA Boundary Expansion

A request has been made at the Dexter Plaza shopping center to place the Plaza into the DDA boundaries for the purpose of issuing a liquor license. This boundary can be expanded without expanding the TIF capture area. Direction to staff to clarify the DDA boundaries, identify the process, and identify costs involved.

11. City Mayor and Staff Reports

- a) Mayor – Shawn Keough

- *The City has received a letter from the State of Michigan regarding the assessing at the end of 2014. County Equalization agreed to take the rolls from Scio and Webster Township, combine them, and have each township hold a*

Board of Review on their portion of the property. On May 27, the City will go before the Michigan Tax Board. The City will need to re-certify the assessments and will need to re-hear challenges to these assessments with a Board of Review conducted by the City and not the townships.

- *Depositions will be taken by our attorney – Amy Heydlauff on May 29 and Shawn in June.*

b) Staff Support Update - Michelle Aniol

- *3441 Broad Street was demolished in April and the owner applied for a rear yard setback through the ZBA. The ZBA postponed action. The owner has also applied for a combined site plan review and special use which will be heard at the Planning Commission.*
- *The Red Brick has formerly moved its entrance to the new building. This week they will be demolishing the old kitchen, expanding seating and restoring the façade of the original entrance.*
- *Have met with AR Brouwer regarding the possibility of a mixed density residential development at the corner of Baker and Grand. Many items need to be worked out.*

12. Chairman's Report:

Items for June 18, 2015 Agenda –

- *Bond Refinance*

13. Non-Arranged Citizen Participation:

None

14. Adjournment

Motion Schmid, second Darnell to adjourn the meeting at 8:30 AM. Unanimous voice vote approval with Finn, Model and O'Haver absent.

Respectfully submitted,
Carol Jones
Secretary

Memo

To: Dexter DDA
From: Thomas Covert, DDA Treasurer and Marie Sherry, City Treasurer
Date: June 12, 2015
Re: Treasurer's Report – June 2015 Meeting

Invoice Approval Notes

- o Michigan Association of Planning, 494-908-802.000 Professional Services. Invoice is for Advertisement for RFQ on www.planningmi.org: \$75
- o US Bank, 394-850-992.000. Bond servicing for non-taxable bond: \$500
- o Combined total due for all invoices is \$575

Additional Invoice:

- o PNC Bank, 394-850-997.005 2011 Refunding Bond (620K). Invoice was paid outside of regular cycle in April 2015, due to receipt of invoice after DDA meeting, and was included in May 2015 cash and revenue/expenditure reports: \$39,747.18

Cash Status

**DDA Cash Balances Report
5-31-15**

Fund	Account Name	General Ledger Balance	Notes
248 - DDA General	TCF Pooled Account	\$ -	
394 - DDA Debt	TCF Pooled Account	\$ -	
494 - DDA Project	TCF Pooled Account	\$ -	
	Total DDA Pooled Checking	\$ -	This account is now a zero balance account (attached to Savings)
248 - DDA General	TCF Money Market Account	\$ 42,030.36	
394 - DDA Debt	TCF Money Market Account	\$ -	
494 - DDA Project	TCF Money Market Account	\$ -	
	Total DDA Pooled Savings	\$ 42,030.36	
248 - DDA General	ONB Money Market Account	\$ 50,556.58	
394 - DDA Debt	ONB Money Market Account	\$ -	
494 - DDA Project	ONB Money Market Account	\$ 201,961.74	
	Total DDA Pooled Savings	\$ 252,518.32	
248 - DDA General	Ann Arbor State Bank	\$ 250,000.00	.65% Renews 12/10/2015
	Total Non-Pooled	\$ 250,000.00	
Total General Cash		\$ 342,586.94	
Total Debt Cash		\$ -	
Total Project Cash		\$ 201,961.74	
		\$ 544,548.68	
Month End Cash		\$ 544,548.68	
Projected FY 14/15 Revenue All Funds		\$ 143,082.82	
Projected FY 14/15 Expenditures All Funds		\$ (217,289.04)	
Wellness Center Set Aside		\$ (115,042.00)	
Due to Other Units		\$ (64,927.31)	
Projected Year End Cash		\$ 290,373.15	

Budget FY 14/15

- Following are the Fiscal Year 2014-2015 Revenue and Expenditure Reports through May 31st.

06/12/2015 REVENUE AND EXPENDITURE REPORT FOR CITY OF DEXTER
 PERIOD ENDING 05/31/2015
 % Fiscal Year Completed: 91.78

GL NUMBER	DESCRIPTION	2014-15 ORIGINAL BUDGET	2014-15 AMENDED BUDGET	YTD BALANCE 05/31/2015	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	292,184.86	2,815.14	99.05
248-000-574.001	PERSONAL PROPERTY TAX REIMBURSEMENT	0.00	0.00	7,821.41	(7,821.41)	100.00
248-000-665.000	INTEREST EARNED	300.00	300.00	431.08	(131.08)	143.69
Total Dept 000-ASSETS, LIABILITIES & REVENUE		295,300.00	295,300.00	300,437.35	(5,137.35)	101.74
TOTAL Revenues		295,300.00	295,300.00	300,437.35	(5,137.35)	101.74
Expenditures						
Dept 248-ADMINISTRATION						
248-248-802.000	PROFESSIONAL SERVICES	5,000.00	5,000.00	1,500.00	3,500.00	30.00
248-248-803.000	CONTRACTED SERVICES	1,500.00	13,800.00	12,285.00	1,515.00	89.02
248-248-810.000	ATTORNEY FEES	0.00	10,000.00	17,630.38	(7,630.38)	176.30
248-248-843.000	PROPERTY TAXES	7,200.00	7,200.00	7,133.82	66.18	99.08
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	41,000.00	38,849.93	2,150.07	94.76
Dept 442-DOWNTOWN PUBLIC WORKS						
248-442-803.015	CITY MAINTENANCE	5,000.00	5,000.00	5,000.00	0.00	100.00
Total Dept 442-DOWNTOWN PUBLIC WORKS		5,000.00	5,000.00	5,000.00	0.00	100.00
Dept 965-TRANSFERS OUT - CONTROL						
248-965-999.202	TRANSFER OUT TO MAJOR STREETS	0.00	111,200.00	111,128.00	72.00	99.94
248-965-999.394	TR OUT FOR BOND PAYMENTS - 394	336,000.00	336,000.00	299,556.76	36,443.24	89.15
248-965-999.494	TR TO DDA PROJECT FUND - 494	231,800.00	121,800.00	9,800.00	112,000.00	8.05
Total Dept 965-TRANSFERS OUT - CONTROL		567,800.00	569,000.00	420,484.76	148,515.24	73.90
TOTAL Expenditures		591,500.00	615,000.00	464,334.69	150,665.31	75.50
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		295,300.00	295,300.00	300,437.35	(5,137.35)	101.74
TOTAL EXPENDITURES		591,500.00	615,000.00	464,334.69	150,665.31	75.50
NET OF REVENUES & EXPENDITURES		(296,200.00)	(319,700.00)	(163,897.34)	(155,802.66)	51.27

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	299,556.76	36,443.24	89.15
Total Dept 000-ASSETS, LIABILITIES & REVENUE		336,200.00	336,200.00	299,952.27	36,247.73	89.22
TOTAL Revenues						
		336,200.00	336,200.00	299,952.27	36,247.73	89.22

Expenditures

Dept 850-LONG-TERM DEBT						
394-850-992.000	BOND FEES	1,000.00	1,000.00	500.00	500.00	50.00
394-850-997.003	DDA 2008 TAXABLE BOND (\$1.6M)	135,400.00	360,400.00	351,558.76	8,841.24	97.55
394-850-997.004	DDA 2008 BOND (\$2+M)	118,500.00	118,500.00	118,441.26	58.74	99.95
394-850-997.005	2011 REFUNDING BOND (\$620K)	81,100.00	81,100.00	81,011.75	88.25	99.89
Total Dept 850-LONG-TERM DEBT		336,000.00	561,000.00	551,511.77	9,488.23	98.31
TOTAL Expenditures						
		336,000.00	561,000.00	551,511.77	9,488.23	98.31

Fund 394 - DDA DEBT FUND:

TOTAL REVENUES		336,200.00	336,200.00	299,952.27	36,247.73	89.22
TOTAL EXPENDITURES		336,000.00	561,000.00	551,511.77	9,488.23	98.31
NET OF REVENUES & EXPENDITURES		200.00	(224,800.00)	(251,559.50)	26,759.50	111.90

Fund 494 - DDA PROJECT FUND

Revenues

Dept 000-ASSETS, LIABILITIES & REVENUE						
494-000-665.000	INTEREST EARNED	200.00	200.00	227.56	(27.56)	113.78
494-000-695.248	TRANSFER IN FROM DDA FUND 248	231,800.00	121,800.00	9,800.00	112,000.00	8.05
Total Dept 000-ASSETS, LIABILITIES & REVENUE		232,000.00	122,000.00	10,027.56	111,972.44	8.22
TOTAL Revenues						
		232,000.00	122,000.00	10,027.56	111,972.44	8.22

Expenditures

Dept 908-TUPPER REDEVELOPMENT						
494-908-802.000	PROFESSIONAL SERVICES	50,000.00	50,000.00	11,964.50	38,035.50	23.93
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	12,864.50	37,135.50	25.73
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	0.00	0.00	0.00	0.00
Total Dept 965-TRANSFERS OUT - CONTROL		130,000.00	20,000.00	0.00	20,000.00	0.00
TOTAL Expenditures						
		180,000.00	70,000.00	12,864.50	57,135.50	18.38

Fund 494 - DDA PROJECT FUND:

TOTAL REVENUES		232,000.00	122,000.00	10,027.56	111,972.44	8.22
TOTAL EXPENDITURES		180,000.00	70,000.00	12,864.50	57,135.50	18.38
NET OF REVENUES & EXPENDITURES		52,000.00	52,000.00	(2,836.94)	54,836.94	5.46

TOTAL REVENUES - ALL FUNDS		863,500.00	753,500.00	610,417.18	143,082.82	81.01
TOTAL EXPENDITURES - ALL FUNDS		1,107,500.00	1,246,000.00	1,028,710.96	217,289.04	82.56
NET OF REVENUES & EXPENDITURES		(244,000.00)	(492,500.00)	(418,293.78)	(74,206.22)	84.93

Budget FY 15/16

- An amended proposed Fiscal Year 2014/2015 Budget is being presented for the DDA's consideration and adoption at the June 2015 meeting. Updates from May include breaking out the small parcel personal property reimbursement from the State, updated refunding bond and remainder of the brick paver project.
- In this budget, the City Treasurer is proposing to close the project fund and transfer the assets to the DDA Fund (248). We can always reopen the Project Fund for another major project, but in the meantime it makes budgeting easier and cleaner to have one less fund. A Capital Improvement Department has been created in the DDA Fund for the small, planned capital projects.

Bond Restructuring

- A memo, resolution and supporting documentation is being presented as an action item for the June 2015 meeting.
- The DDA should look at the feasibility of refunding the 2008 non-taxable bond some time in calendar year 2016.

DDA Financial Forecast

- An updated forecast document including the bond refunding is included with this report.

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 2015 is June 15th. *Filed electronically with the Michigan Department of Treasury June 12, 2015.*
- Form 2604 – Tax Increment Financing Plan Report for Capture of Property Taxes (deadline to file is July 31st of each year).
- Qualifying Statement – File the Fiscal Year 2014-2015 Statement by December 31, 2015.
- Audit – File the 2014-2015 Audit by December 31, 2015.
- Publish the Fiscal Year 2014-2015 Annual Report by February 2015. *Report published February 25, 2015.*

Tax Capture Update - *Nothing new at this time*

- The City has the assessment roll. Over the course of the next several months, the roll will be reviewed by the assessor, and he is aware that the DDA would like a review of parcels included within the district.

DDA Financial Decisions Summary

- A listing of financial decisions that have been made by the DDA in the past is attached to this report.

Direct any questions regarding your statement to the above address.

VILLAGE OF DEXTER
 8140 MAIN STREET
 DEXTER MI 48130

Portfolio	Obligation	Obligor	Interest Paid Year to Date
010	605163477	34239695	0.00
Maturity Date	Billed Date	Due Date	Total Amount Due
05/01/20	04/16/15	05/01/15	39,747.18

Payment must be made in the amount indicated in the "Total Amount Due" section above to avoid additional interest and/or delinquency charges.

Summary

Previous Interest Due	Interest Debits and Credits	Current Interest Due	Total Interest Due	Total Fees Due
6,264.57	6,264.57-	5,747.18	5,747.18	0.00
Previous Principal Due	Principal Debits and Credits	Current Principal Due	Total Principal Due	Total Late Charges Due
35,000.00	35,000.00-	34,000.00	34,000.00	0.00

Activity Detail

Tran Description	Interest Rate	Fee Amount	Principal Amount	Principal Balance	Days	Interest
1/14 Balance Forward	2.950000			426,000.00		6,264.57
1/14 Interest Paymt	2.950000			426,000.00		6,264.57-
1/14 Principal Paymt	2.950000		35,000.00-	391,000.00		
1/14 Adjustment				391,000.00		20.07-
1/15 Int. Accrual	2.950000			391,000.00	180	5,767.25

Coded by: Marie
 GL # 394-850-997-005 Amt. 39,747.18
 GL # _____ Amt. _____
 GL # _____ Amt. _____
 Scanned by: _____
 Date: _____

Please return this portion with payment. Make check payable to "PNC Bank".

PNC Bank Commercial Loan Statement

Interest Due	Principal Due	Due Date
5,747.18	34,000.00	05/01/15

VILLAGE OF DEXTER

Fees Due	Late Charges Due	Total Amount Due
0.00	0.00	39,747.18

PNC BANK, N.A.
 COMMERCIAL LOAN OPERATIONS
 P O BOX 747046
 PITTSBURGH PA 15274-7046

Portfolio	Obligation	Obligor
010	605163477	34239695

Amount Paid

201000100605163477342396954000039747183



Corporate Trust Services
 EP-MN-WN3L
 60 Livingston Ave.
 St. Paul, MN 55107

Invoice Number: 3987540
 Account Number: 802463400
 Invoice Date: 05/22/2015
 Direct Inquiries To: TRACEY L. MOONEY
 Phone: 313-234-4725

VILLAGE OF DEXTER
 ATTN: MARIE SHERRY
 8140 MAIN STREET
 DEXTER, MI 48130

VILLAGE OF DEXTER
 DOWNTOWN DEV BOND, SERIES 2008A (LTGO)

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$500.00

All invoices are due upon receipt.

394-850-992-000

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

VILLAGE OF DEXTER
 DOWNTOWN DEV BOND, SERIES 2008A (LTGO)

Invoice Number:	3987540
Account Number:	802463400
Current Due:	\$500.00
Direct Inquiries To:	TRACEY L. MOONEY
Phone:	313-234-4725

Wire Instructions:

U.S. Bank
 ABA # 091000022
 Acct # 1-801-5013-5135
 Trust Acct # 802463400
 Invoice # 3987540
 Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
 CM-9690
 PO BOX 70870
 St. Paul, MN 55170-9690



Michigan Association of Planning
A chapter of the American Planning Association

Invoice

Bill To

Invoice #
22385

City of Dexter Michelle Aniol City of Dexter 8140 Main Street Dexter, MI 48130

Date
6/1/2015

Item	Description	Qty	Class	Amount
3020 Advert...	Advertisement for RFQ DDA requests Downtown Redevelopment Opportunity on website www.planningmi.org	1	100.6 W...	75.00

248-348-955.000 75.00

Checks Payable: MAP

THANK YOU for your business! Please return color copy with payment.

1919 West Stadium Blvd.
Suite 4
Ann Arbor, Michigan 48103

p: 734.913.2000
f: 734.913.2061

www.planningmi.org

WE HAVE MOVED
Update your records

Due Upon Receipt

Total	\$75.00
Payments/Credits	\$0.00
Balance Due	\$75.00

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DDA FINANCIAL DECISIONS WITH MULTI-YEAR IMPACT

Calendar Year 2014

12/18/14: Ann Arbor Lighting Project. Approve reimbursement of \$111,128.00 to the City for lighting.

09/18/14: Bond Pay-down. Approve pay-down of last year of 2008A bond in the amount of \$225,000.

08/21/14: Personal Property Taxes. DDA will receive approximately \$7,000 per year, from 2014-2016, for reimbursement of lost personal property tax capture. (Discussion item.)

07/17/14: Long-term Forecast. DDA Treasurer recommends removing project figures in order to not have a deficit budget.

07/17/14: Target Market Analysis. Approved a target market analysis in the amount of \$5,000, with a 50/50 (\$2,500 each) with the Village.

02/20/14: CWF Grant. Received grant for ADA ramp in the amount of \$85,000.

01/15/14: DWC/Brownfield Resolution. DWC to pay DDA \$37,500 for Brownfield project.

Calendar Year 2013

04/17/13: \$80,000 Fund Balance. Motion to "unlock" \$80,000 that was set aside for the state education tax issue, and to place it into Fund 394's unrestricted fund balance.

Calendar Year 2012

04/19/12: Reimbursement of 3045 Broad expenses. Motion to reimburse Village \$20,000 for ASTI and \$13,500 for OHM/Bird Houk on the 3045 Broad project.

House and ADA Ramp

??? Cannot locate in minutes, but know that they are obligations.

Two payments made on houses (6/30/14 and budgeted for 6/15/14) totaling \$20,000

ADA ramp payment of \$85,000 made 6/30/14 from CWF funds.

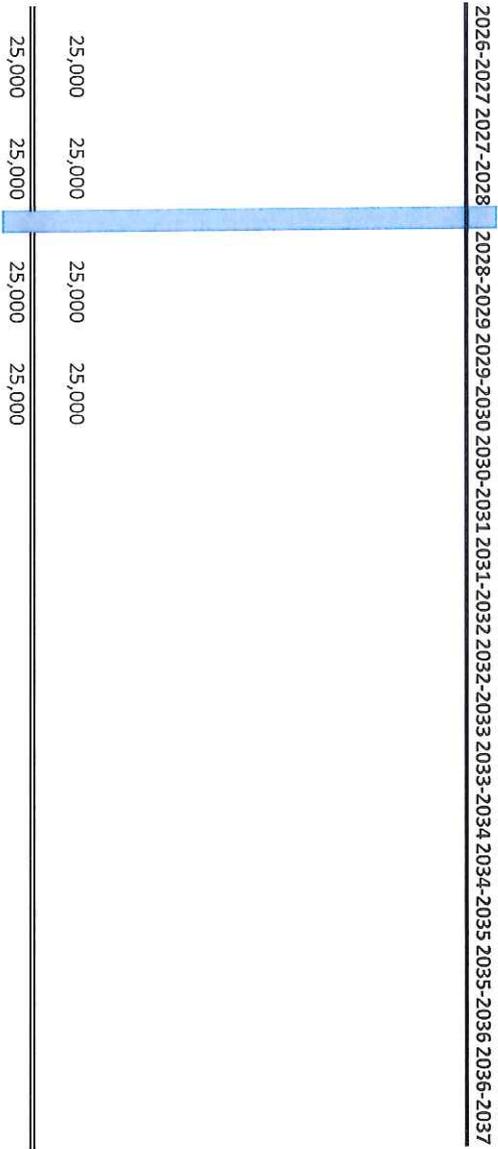
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Projects

Projects will not be undertaken until revenues are to a level to support them

Fiscal Year (July-June)	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Tupper Redevelopment (\$347K)	\$ 174,656	50,000	25,000									
ADA Ramp (\$85K)												
Ann Arbor St Lighting (\$110K)		110,000										
House Purchase (\$164K)	\$ 164,000	20,000	20,000	20,000	20,000	20,000	24,000					
Brick Pavers	\$ 28,125	12,285	15,840									
Central Street (\$200K)	\$ -	-										
Parking Lot Maintenance (\$10K)	\$ -	-										
Downtown Façade (\$30K)	\$ -	-										
Main Street Parking Rehab (\$95K)	\$ -	-										
Baker Rd Streetscape (\$130K)	\$ -	-										
Dex-AA Rd Corridor (\$200K)	\$ -	-										
Downtown Fire Safety (\$10K)	\$ -	-										
Forest Street Improvements (\$750K)	\$ -	-										
DTE Substation Move (\$370K)	\$ 375,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
DTE Substation Property Swap (\$75K/1ac. @ 1.	\$ 112,500				25,000	25,000	25,000	25,000	12,500			
Total Projects	192,285	85,840	45,000	45,000	70,000	70,000	74,000	50,000	37,500	25,000	25,000	25,000

Projects



Summary

Fiscal Year (July-June)	2014-2015**	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenue										
Tax Capture	292,185	287,581	311,378	337,454	347,195	357,081	367,116	377,301	387,639	398,132
Small Parcel Reimbursement	7,821	5,300	2,500	-	-	-	-	-	-	-
Rents	-	-	-	-	-	-	-	-	-	-
Property Sale	-	-	-	-	-	-	-	-	-	-
Other	431	500	-	-	-	-	-	-	-	-
Total Revenue	300,437	293,381	313,878	337,454	347,195	357,081	367,116	377,301	387,639	398,132
Expenditures										
Debt Payments	552,012	282,044	276,331	280,528	290,213	304,173	325,825	332,873	333,783	344,213
Professional Services	14,365	5,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Contracted Services	12,285	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
Attorney Fees	17,630	15,000	-	-	-	-	-	-	-	-
City Maintenance	5,000	5,000	5,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Downtown Events	301	500	500	500	500	500	700	700	700	700
Capture Refunds BOR/MTT	306	500	-	-	-	-	-	-	-	-
Other	7,134	-	-	-	-	-	-	-	-	-
Projects	131,128	85,840	45,000	45,000	70,000	70,000	74,000	50,000	37,500	25,000
Total Expenditures	740,161	395,584	338,531	347,728	382,413	396,373	422,225	405,273	393,683	391,613
Revenue/Expenditures	(439,724)	(102,203)	(24,653)	(10,273)	(35,218)	(39,292)	(55,109)	(27,972)	(6,044)	6,519
Beginning Fund Balance	787,173	347,449	245,246	220,594	210,320	175,102	135,810	80,701	52,729	46,686
Forecasted Net Change	(439,724)	(102,203)	(24,653)	(10,273)	(35,218)	(39,292)	(55,109)	(27,972)	(6,044)	6,519
Ending Fund Balance	347,449	245,246	220,594	210,320	175,102	135,810	80,701	52,729	46,686	53,205

** Actual for Fiscal Year 2014-2015

Summary

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036
398,016	408,542	419,225	430,069	441,075	452,246	463,585	475,094	486,776	498,633	510,667	522,883	
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
398,016	408,542	419,225	430,069	441,075	452,246	463,585	475,094	486,776	498,633	510,667	522,883	
368,468	380,543	386,293	395,900	238,690	240,695	222,095	203,690	-	-	-	-	-
10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
-	-	-	-	-	-	-	-	-	-	-	-	-
10,000	10,000	10,000	10,000	10,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
700	700	700	700	700	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
25,000	25,000	25,000	25,000	25,000	25,000	-	-	-	-	-	-	-
415,868	427,943	433,693	443,300	286,090	322,395	278,795	260,390	56,700	56,700	56,700	56,700	56,700
(17,851)	(19,401)	(14,467)	(13,231)	154,985	129,851	184,790	214,704	430,076	441,933	453,967	466,183	
53,205	35,354	15,953	1,486	(11,745)	143,240	273,091	457,882	672,586	1,102,662	1,544,595	1,998,562	
(17,851)	(19,401)	(14,467)	(13,231)	154,985	129,851	184,790	214,704	430,076	441,933	453,967	466,183	
35,354	15,953	1,486	-11,745	143,240	273,091	457,882	672,586	1,102,662	1,544,595	1,998,562	2,464,745	

Summary

2036-2037

535,281	-
-	-
-	-
-	-
-	-
<u>535,281</u>	-
10,000	-
1,700	-
-	-
40,000	-
5,000	-
-	-
-	-
-	-
<u>56,700</u>	-
478,581	-
2,464,745	-
478,581	-
<u>2,943,326</u>	-

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Tax Information

Fiscal Year (July-June)	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
% Increase to TV		1.6%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Total Taxable Value	34,482,683	35,403,009	35,934,054	36,473,065	37,020,161	37,575,463	38,139,095	38,711,182	39,291,849	39,881,227	40,479,446
Base Value	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413
Captured Value	19,564,270	20,484,596	21,015,641	21,554,652	22,101,748	22,657,050	23,220,682	23,792,769	24,373,436	24,962,814	25,561,033
Tax Capture Revenue (Less Brownfield)	435,164 (27,933)	428,265 (30,822)	439,368 (16,480)	450,637 (113,182)	462,075 (114,880)	473,684 (116,603)	485,468 (118,352)	497,428 (120,127)	509,568 (121,929)	521,890 (123,758)	520,323 (122,306)
(Less Wellness W/rt/held)*	(115,042)	(109,862)	(111,510)	(113,182)	(114,880)	(116,603)	(118,352)	(120,127)	(121,929)	(123,758)	(122,306)
Actual Tax Capture	292,189	287,581	311,378	337,454	347,195	357,081	367,116	377,301	387,639	398,132	398,016
Millage Rates											
City Operating	9.8807	9.9906	9.9906	9.9906	9.9906	9.9906	9.9906	9.9906	9.9906	9.9906	9.9906
City Streets	3.4380	3.4380	3.4380	3.4380	3.4380	3.4380	3.4380	3.4380	3.4380	3.4380	2.8874
Washtenaw County (S)	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493	4.5493
Washtenaw County (W)	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345	1.2345
Dexter Library	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286	1.1286
Washtenaw CC	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576	3.4576
Scio Township	0.9518	Cityhood									
Twp Conservation	0.4942	Cityhood									
Total	22,2428	20,9067	20,9067	20,9067	20,9067	20,9067	20,9067	20,9067	20,9067	20,9067	20,3561
Dexter Wellness Taxable	5,172,100	5,254,853	5,333,676	5,413,681	5,494,886	5,577,309	5,660,969	5,745,884	5,832,072	5,919,553	6,008,346

2015 TV Information, Wellness and LaFontaine are pre-Board of Review

*Assumes Dexter Wellness does not win the Michigan Tax Tribunal Appeal

Tax Information

	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
41,086,637	41,702,937	42,328,481	42,963,408	43,607,859	44,261,977	44,925,907	45,599,795	46,283,792	46,978,049	47,682,720	48,397,961	48,918,413
14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413	14,918,413
26,168,224	26,784,524	27,410,068	28,044,995	28,689,446	29,343,564	30,007,494	30,681,382	31,365,379	32,059,636	32,764,307	33,479,548	
532,683	545,228	557,962	570,887	584,005	597,321	610,836	624,553	638,477	652,609	666,954	681,513	
(124,141)	(126,003)	(127,893)	(129,812)	(131,759)	(133,735)	(135,741)	(137,777)	(139,844)	(141,942)	(144,071)	(146,232)	
408,542	419,225	430,069	441,075	452,246	463,585	475,094	486,776	498,633	510,667	522,883	535,281	
9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906	9,9906
2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874	2,8874
4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493	4,5493
1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345	1,2345
1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286	1,1286
3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576	3,4576
20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561	20,3561
6,098,471	6,189,949	6,282,798	6,377,040	6,472,695	6,569,786	6,668,333	6,768,357	6,869,883	6,972,931	7,077,525	7,183,688	

Bond Payments

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
89,968	88,293	81,543	79,900	238,190	240,195	221,595	203,190	-	-	-	-	-	-
277,500	291,250	303,750	315,000	-	-	-	-	-	-	-	-	-	-
1,000	1,000	1,000	1,000	500	500	500	500	-	-	-	-	-	-
368,468	380,543	386,293	395,900	238,690	240,695	222,095	203,690	-	-	-	-	-	-

GL NUMBER	DESCRIPTION	2013-14 ACTIVITY	2014-15 AMENDED BUDGET	2014-15 PROJECTED ACTIVITY	2015-16 REQUESTED BUDGET
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ESTIMATED REVENUES					
DEPT 000-ASSETS, LIABILITIES & REVENUE					
248-000-415.000	TAX CAPTURE REVENUE	295,385	295,000	292,185	287,500
REMOVES LAFONTAINE BROWNFIELD CAPTURE AND DEXTER WELLNESS CENTER FROM REVENUE ESTIMATES. REDUCTION FROM LAST FY DUE TO LOSING CAPTURE OF TOWNSHIP TAXES BY BECOMING A CITY.					
248-000-574.001	PERSONAL PROPERTY TAX REIMBURSEMENT			7,821	5,300
NEW FOR 2014-2015 DUE TO CHANGES TO STATE PERSONAL PROPERTY TAX LAWS.					
248-000-665.000	INTEREST EARNED	2,041	300	431	500
248-000-667.000	RENTS (GENERAL)	20,549			
248-000-671.000	OTHER REVENUE	122,174			
248-000-695.494	TR IN DDA PROJECT FUND 494				186,500
TO CLOSE OUT THE 494 PROJECT FUND					
Totals for dept 000-ASSETS, LIABILITIES & REVENUE		440,149	295,300	300,437	479,800
TOTAL ESTIMATED REVENUES		440,149	295,300	300,437	479,800

APPROPRIATIONS					
DEPT 248-ADMINISTRATION					
248-248-802.000	PROFESSIONAL SERVICES	2,500	5,000	1,500	5,000
248-248-803.000	CONTRACTED SERVICES	1,500	13,800	12,285	1,700
248-248-810.000	ATTORNEY FEES	15,767	10,000	17,630	15,000
248-248-833.000	PROPERTY TAXES	10,374	7,200	7,134	
3045 BROAD IS OFF THE TAX ROLL					
248-248-860.000	DOWNTOWN EVENTS	500		301	500
248-248-935.002	DAPCO BUILDING MAINTENANCE	8,499			
248-248-955.000	MISCELLANEOUS	10			
248-248-957.002	DDA CAPTURE REFUNDS	4,691	5,000	306	500
BOARD OF REVIEW CASES FOR DOWNTOWN SEEM TO HAVE SLOWED DOWN - NO MAJOR APPEALS PENDING					
Totals for dept 248-ADMINISTRATION		43,841	41,000	39,156	22,700

DEPT 442-DOWNTOWN PUBLIC WORKS					
248-442-803.015	CITY MAINTENANCE	10,000	5,000	5,000	5,000
248-442-970.000	CONTRACTED CAPITAL IMPROVEMENTS				15,900
REMAINDER OF DOWNTOWN PAVEMENT PROJECT					
Totals for dept 442-DOWNTOWN PUBLIC WORKS		10,000	5,000	5,000	20,900

DEPT 901-CAPITAL IMPROVEMENTS					
248-901-972.001	PURCHASE OF HOUSE				20,000
248-901-972.002	DDE SUBSTATION MOVE				25,000
248-901-972.004	3045 BROAD STREET REDEVELOPMENT				25,000
Totals for dept 901-CAPITAL IMPROVEMENTS					

DEPT 965-TRANSFERS OUT - CONTROL					
248-965-999.101	TRANSFER OUT TO GENERAL FUND	85,000		111,200	111,128
248-965-999.202	TRANSFER OUT TO MAJOR STREETS	257,100		336,000	300,007
248-965-999.394	TR OUT FOR BOND PAYMENTS - 394				282,200
COVERS DEBT PLUS BOND FEES - INCLUDES THE 2008 TAXABLE REFUNDING NUMBERS					
248-965-999.494	TR TO DDA PROJECT FUND - 494	60,600		121,800	9,800
Totals for dept 965-TRANSFERS OUT - CONTROL		402,700	569,000	420,935	282,200

TOTAL APPROPRIATIONS					
NET OF REVENUES/APPROPRIATIONS - FUND 248		456,541	615,000	465,091	395,800
BEGINNING FUND BALANCE		(16,392)	(319,700)	(164,654)	84,000
ENDING FUND BALANCE		342,907	326,515	326,515	161,861
		326,515	6,815	161,861	245,861

GL NUMBER	DESCRIPTION	2013-14 ACTIVITY	2014-15 AMENDED BUDGET	2014-15 PROJECTED ACTIVITY	2015-16 REQUESTED BUDGET
ESTIMATED REVENUES					
Dept 000-ASSETS, LIABILITIES & REVENUE					
394-000-665.000	INTEREST EARNED	1,397	200	396	
394-000-695.248	MOST CASH NOW IN DDA FUND TRANSFER IN FROM DDA FUND 248 COVERS DEBT PLUS BOND FEES - INCLUDES THE 2008 TAXABLE REFUNDING NUMBERS	257,100	336,000	300,007	282,200
	Totals for dept 000-ASSETS, LIABILITIES & REVENUE	258,497	336,200	300,403	282,200
	TOTAL ESTIMATED REVENUES	258,497	336,200	300,403	282,200
APPROPRIATIONS					
Dept 850-LONG-TERM DEBT					
394-850-992.000	BOND FEES	1,000	1,000	1,000	1,000
394-850-997.003	DDA 2008 TAXABLE BOND (\$1.6M) BUDGETED NUMBER IS FOR REFUNDED 2008 TAXABLE BOND	136,440	360,400	351,559	80,700
394-850-997.004	DDA 2008 BOND (\$24M)	119,441	118,500	118,500	117,500
394-850-997.005	2011 REFUNDING BOND (\$620K)	80,005	81,100	81,012	83,000
	Totals for dept 850-LONG-TERM DEBT	336,886	561,000	552,071	282,200
	TOTAL APPROPRIATIONS	336,886	561,000	552,071	282,200
NET OF REVENUES/APPROPRIATIONS - FUND 394					
	BEGINNING FUND BALANCE	329,949	251,560	251,560	(108)
	ENDING FUND BALANCE	251,560	26,760	(108)	(108)

GL NUMBER	DESCRIPTION	2013-14 ACTIVITY	2014-15 AMENDED BUDGET	2014-15 PROJECTED ACTIVITY	2015-16 REQUESTED BUDGET
ESTIMATED REVENUES					
LIABILITIES & REVENUE					
Dept 000-ASSETS,	INTEREST EARNED	1,463	200	228	
494-000-665.000	OTHER REVENUE	6,500			
494-000-571.000	TRANSFER IN FROM DDA FUND 248	60,600	121,800	9,800	
494-000-695.248	TOTALS FOR DEPT 000-ASSETS, LIABILITIES & REVENUE	68,563	122,000	10,028	
TOTAL ESTIMATED REVENUES					
		68,563	122,000	10,028	
APPROPRIATIONS					
REDEVELOPMENT					
Dept 908-TUPPER	PROFESSIONAL SERVICES	37,334	50,000	11,965	
494-908-802.000	ENGINEERING CONSULTING	13,295		900	
494-908-830.000	ENVIRONMENTAL STUDY	225			
494-908-830.008	TOTALS FOR DEPT 908-TUPPER REDEVELOPMENT	50,854	50,000	12,865	
TOTALS FOR DEPT 908-TUPPER REDEVELOPMENT					
Dept 965-TRANSFERS OUT - CONTROL	TRANSFER OUT TO GENERAL FUND - HOT	20,000	20,000	20,000	186,500
494-965-999.002	TRANSFER OUT TO DDA FUND 248				
494-965-999.248	TO CLOSE THE PROJECT FUND AND TRANSFER ASSETS TO FUND 248	20,000	20,000	20,000	186,500
TOTALS FOR DEPT 965-TRANSFERS OUT - CONTROL					
		20,000	20,000	20,000	186,500
TOTAL APPROPRIATIONS					
		70,854	70,000	32,865	186,500
NET OF REVENUES/APPROPRIATIONS - FUND 494					
		(2,291)	52,000	(22,837)	(186,500)
BEGINNING FUND BALANCE					
		211,389	209,099	209,099	186,262
ENDING FUND BALANCE					
		209,098	261,099	186,262	(238)
ESTIMATED REVENUES - ALL FUNDS					
		767,209	753,500	610,868	762,000
APPROPRIATIONS - ALL FUNDS					
		864,281	1,246,000	1,050,027	864,500
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS					
		(97,072)	(492,500)	(439,159)	(102,500)
BEGINNING FUND BALANCE - ALL FUNDS					
		884,245	787,173	787,173	348,014
ENDING FUND BALANCE - ALL FUNDS					
		787,173	294,673	348,014	245,514

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8140 Main Street
 Dexter, MI 48130
 (734) 426-8303 x 5
 msherry@DexterMI.gov

**City of Dexter
 Treasurer/Finance
 Director's Office**

Memo

To: Downtown Development Authority & Michelle Aniol, Community Development Manager
From: Marie Sherry, Treasurer
CC:
Date: 6/12/2015
Re: Refunding of the Downtown Development Authority 2008A Taxable Bond

At your last meeting, the DDA requested that the City proceed with the process to refund the 2008A DDA Taxable Bond. Based on this request, I participated in a conference call on June 3rd with Tom Traciak of H.J. Umbaugh & Associates (the City's Financial Advisor), Tom Colis of Miller Canfield Paddock & Stone (the City's Bond Counsel), Lou Orcutt of Fifth Third Bank (the Bond Underwriter) and Kathleen Proux of Fifth Third Bank (from their Chicago office). In this call, we discussed desired annual payment amounts (approximately \$75,000 per year with at least \$20,000 principal payment in the early years), possible time lines, and the steps necessary to call this bond.

Attached to this memo is the time line developed by the Bond Underwriter. The current anticipated closing date on the new bond is August 12, 2015, although it may be possible to move this forward if we can get the rating agency conference call done earlier. I have already contacted them about holding it in June.

Also attached is the initial refunding analysis, an estimate of costs and savings involved with this proposed refunding. Page 1 of the Analysis is essentially a summary of the following pages. Page 2 shows a pricing summary (including possible interest rates) for the proposed new bonds. Page 3 is a possible debt service schedule – these are the figures that I used in the updated FY 15-16 forecast and budget documents. Page 4 compares the old existing bond to the proposed bond. Please note at the bottom of the page, there's a net present value benefit of \$458,608, which is a savings of 34.875% over the existing bond. Page 5 summarizes maturities being called on the existing bond. Page 6 also involves the existing bond – please note that call date of 8/7/2015 on the second line. The D/S To Call on this line (\$1,342,114) is the figure shown under Net Funded on Page 1, and includes interest to the call date. Finally, Page 7 deals with escrow for the refunded bond.

The final attachment to this memo is a formal resolution requesting the issuance of the refunding bond, and pledging DDA tax capture for the payment of this bond. This resolution was provided by Bond Counsel, and I updated Exhibit A from the DDA's FY 15-16 forecast. The DDA will need to adopt this at your June 18th meeting in order for City Council to proceed at their June 22nd meeting.

If you have any questions about this memo or its attachments, please contact me prior to your meeting, as I will be unable to attend.



**CITY OF DEXTER
COUNTY OF WASHTENAW, STATE OF MICHIGAN**
Downtown Development Authority Refunding Bonds, Series 2015
(Limited Tax General Obligation)

Schedule of Events – June 11, 2015

June 2015						
S	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2015						
S	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015						
S	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

<u>DATE</u>	<u>DONE</u>	<u>EVENT</u>	<u>MEMBER</u>
06/18/15 (Th)		DDA Adopts Bond Authorizing Resolution	BC; MA; C
06/22/15 (M)		City of Dexter Council Adopts Bond Authorizing Resolution	BC; MA; C
06/30/15 (Tu)		Distribute Draft of POS to Working Group	MA; UC
06/30/15 (Tu)		Credit Packages Sent to Rating Agency	MA; UC
07/08/15 (W)		Comments Due on Draft POS	ALL
07/08/15 (W)		Underwriter Due Diligence Call @ 10:00 a.m.	U; MA; BC, C
Week of July 13		Conference Call with Rating Agency	MA, C
07/10/15 (F)		Distribute Final Draft of POS to Working Group	ALL
07/20/15 (M)		Receive Bond Rating	ALL
07/20/15 (M)		Final Comments Due on POS	ALL
07/21/15 (Tu)		POS Complete - Print and Distribute	MA ; UC ; U
07/21/15 (Tu)		Distribute Draft Bond Purchase Agreement	UC
07/28/15 (Tu)		Pre-pricing Conference Call @ 9:30 a.m.	C;U ; MA
07/28/15 (Tu)		Pricing of the Bonds	C;U ; MA
07/28/15 (Tu)		Post-pricing Conference Call	C;U ; MA
07/29/15 (W)		City Executes Bond Purchase Agreement and Sales Order	C; U; UC; BC
07/30/15 (Th)		Distribute Draft Final OS	MA ; UC
08/03/15 (M)		Comments Due on Final OS	All Parties
08/04/15 (Tu)		Print and Distribute Final OS	MA; UC; U
08/04/15 (Tu)		Distribute Draft Closing Letter	U
08/05/15 (W)		Distribute Draft Closing Documents	BC; UC
08/07/15 (F)		Final Comments Due on Closing Letter	All Parties
08/10/15 (M)		Final Closing Letter Distributed to the Working Group	All Parties
08/12/15 (W)		Closing on the Bonds at 10:00 a.m., via conference call and wire transfer	All Parties

Conference Call Number; (877) 534-8500		Access Code: # 2826581	
C	City of Dexter, Issuer	UC	Clark Hill PLC, Underwriter's Counsel
BC	Miller Canfield Paddock & Stone, Bond Counsel	PA	TBD, Paying/Escrow Agent
MA	H.J. Umbaugh & Associates, Municipal Advisor	R	Standard & Poor's, Rating Agency
U	Fifth Third Securities, Inc., Underwriter		

\$1,385,000
Village of Dexter
County of Washtenaw, State of Michigan
Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

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\$1,385,000
Village of Dexter
County of Washtenaw, State of Michigan
Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Refunding Summary

Dated 07/08/2015 | Delivered 07/08/2015

Sources Of Funds	
Par Amount of Bonds.....	\$1,385,000.00
Total Sources.....	\$1,385,000.00
Uses Of Funds	
Total Underwriter's Discount (1.000%).....	13,850.00
Costs of Issuance.....	25,000.00
Deposit to Current Refunding Fund.....	1,342,103.00
Rounding Amount.....	4,047.00
Total Uses.....	\$1,385,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....	5/26/2015
Date of OMP Candidates.....	
Current Refunding Escrow Solution Method.....	Net Funded
Total Cost of Investments.....	\$1,342,103.00
Interest Earnings @ 0.010%.....	11.00
Total Draws.....	\$1,342,114.00

Issues Refunded And Call Dates

Series 2008A Downtown Development Bonds.....	8/07/2015
----------------------------------------------	-----------

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 4.132%(AIC).....	454,561.25
Contingency or Rounding Amount.....	4,047.00
Net Present Value Benefit.....	\$458,608.25
Net PV Benefit / \$1,315,000 Refunded Principal.....	34.875%

Bond Statistics

Average Life.....	12.038 Years
Average Coupon.....	3.8520156%
Net Interest Cost (NIC).....	3.9350878%
Bond Yield for Arbitrage Purposes.....	3.8269467%
True Interest Cost (TIC).....	3.9344747%
All Inclusive Cost (AIC).....	4.1323428%

Series 2015 Refunding Bond | SINGLE PURPOSE | 6/2/2015 | 1:54 PM

\$1,385,000
Village of Dexter
 County of Washtenaw, State of Michigan
 Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
05/01/2016	Serial Coupon	2.000%	2.000%	40,000.00	100.000%	40,000.00
05/01/2017	Serial Coupon	2.000%	2.000%	30,000.00	100.000%	30,000.00
05/01/2018	Serial Coupon	2.250%	2.250%	30,000.00	100.000%	30,000.00
05/01/2019	Serial Coupon	2.250%	2.250%	30,000.00	100.000%	30,000.00
05/01/2020	Serial Coupon	2.500%	2.500%	30,000.00	100.000%	30,000.00
05/01/2021	Serial Coupon	2.750%	2.750%	55,000.00	100.000%	55,000.00
05/01/2022	Serial Coupon	3.000%	3.000%	55,000.00	100.000%	55,000.00
05/01/2023	Serial Coupon	3.000%	3.000%	55,000.00	100.000%	55,000.00
05/01/2024	Serial Coupon	3.250%	3.250%	50,000.00	100.000%	50,000.00
05/01/2025	Serial Coupon	3.350%	3.350%	50,000.00	100.000%	50,000.00
05/01/2026	Serial Coupon	3.500%	3.500%	50,000.00	100.000%	50,000.00
05/01/2027	Serial Coupon	3.650%	3.650%	45,000.00	100.000%	45,000.00
05/01/2028	Serial Coupon	3.800%	3.800%	45,000.00	100.000%	45,000.00
05/01/2029	Serial Coupon	3.900%	3.900%	205,000.00	100.000%	205,000.00
05/01/2030	Serial Coupon	4.000%	4.000%	215,000.00	100.000%	215,000.00
05/01/2031	Serial Coupon	4.100%	4.100%	205,000.00	100.000%	205,000.00
05/01/2032	Serial Coupon	4.200%	4.200%	195,000.00	100.000%	195,000.00
Total				\$1,385,000.00		\$1,385,000.00

Bid Information

Par Amount of Bonds.....	\$1,385,000.00
Gross Production.....	\$1,385,000.00
Total Underwriter's Discount (1.000%).....	\$(13,850.00)
Bid (99.000%).....	1,371,150.00
Total Purchase Price.....	\$1,371,150.00
Bond Year Dollars.....	\$16,672.24
Average Life.....	12.038 Years
Average Coupon.....	3.8520156%
Net Interest Cost (NIC).....	3.9350878%
True Interest Cost (TIC).....	3.9344747%

\$1,385,000
Village of Dexter
 County of Washtenaw, State of Michigan
 Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/08/2015	-	-	-	-	-
11/01/2015	-	-	15,664.63	15,664.63	-
05/01/2016	40,000.00	2.000%	24,952.50	64,952.50	-
06/30/2016	-	-	-	-	80,617.13
11/01/2016	-	-	24,552.50	24,552.50	-
05/01/2017	30,000.00	2.000%	24,552.50	54,552.50	-
06/30/2017	-	-	-	-	79,105.00
11/01/2017	-	-	24,252.50	24,252.50	-
05/01/2018	30,000.00	2.250%	24,252.50	54,252.50	-
06/30/2018	-	-	-	-	78,505.00
11/01/2018	-	-	23,915.00	23,915.00	-
05/01/2019	30,000.00	2.250%	23,915.00	53,915.00	-
06/30/2019	-	-	-	-	77,830.00
11/01/2019	-	-	23,577.50	23,577.50	-
05/01/2020	30,000.00	2.500%	23,577.50	53,577.50	-
06/30/2020	-	-	-	-	77,155.00
11/01/2020	-	-	23,202.50	23,202.50	-
05/01/2021	55,000.00	2.750%	23,202.50	78,202.50	-
06/30/2021	-	-	-	-	101,405.00
11/01/2021	-	-	22,446.25	22,446.25	-
05/01/2022	55,000.00	3.000%	22,446.25	77,446.25	-
06/30/2022	-	-	-	-	99,892.50
11/01/2022	-	-	21,621.25	21,621.25	-
05/01/2023	55,000.00	3.000%	21,621.25	76,621.25	-
06/30/2023	-	-	-	-	98,242.50
11/01/2023	-	-	20,796.25	20,796.25	-
05/01/2024	50,000.00	3.250%	20,796.25	70,796.25	-
06/30/2024	-	-	-	-	91,592.50
11/01/2024	-	-	19,983.75	19,983.75	-
05/01/2025	50,000.00	3.350%	19,983.75	69,983.75	-
06/30/2025	-	-	-	-	89,967.50
11/01/2025	-	-	19,146.25	19,146.25	-
05/01/2026	50,000.00	3.500%	19,146.25	69,146.25	-
06/30/2026	-	-	-	-	88,292.50
11/01/2026	-	-	18,271.25	18,271.25	-
05/01/2027	45,000.00	3.650%	18,271.25	63,271.25	-
06/30/2027	-	-	-	-	81,542.50
11/01/2027	-	-	17,450.00	17,450.00	-
05/01/2028	45,000.00	3.800%	17,450.00	62,450.00	-
06/30/2028	-	-	-	-	79,900.00
11/01/2028	-	-	16,595.00	16,595.00	-
05/01/2029	205,000.00	3.900%	16,595.00	221,595.00	-
06/30/2029	-	-	-	-	238,130.00
11/01/2029	-	-	12,597.50	12,597.50	-
05/01/2030	215,000.00	4.000%	12,597.50	227,597.50	-
06/30/2030	-	-	-	-	240,195.00
11/01/2030	-	-	8,297.50	8,297.50	-
05/01/2031	205,000.00	4.100%	8,297.50	213,297.50	-
06/30/2031	-	-	-	-	221,595.00
11/01/2031	-	-	4,095.00	4,095.00	-
05/01/2032	195,000.00	4.200%	4,095.00	199,095.00	-
06/30/2032	-	-	-	-	203,190.00
Total	\$1,385,000.00	-	\$642,217.13	\$2,027,217.13	-

Yield Statistics

Bond Year Dollars.....	\$16,672.24
Average Life.....	12.038 Years
Average Coupon.....	3.8520156%
Net Interest Cost (NIC).....	3.9350878%
True Interest Cost (TIC).....	3.9344747%
Bond Yield for Arbitrage Purposes.....	3.8269467%
All Inclusive Cost (AIC).....	4.1323428%
IRS Form 8038	
Net Interest Cost.....	3.8520156%
Weighted Average Maturity.....	12.038 Years
<small>Series 2015 Refunding Em SINGLE PURPOSE 07/2/2015 1:51 PM</small>	

\$1,385,000
Village of Dexter
 County of Washtenaw, State of Michigan
 Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
07/08/2015	-	-	-	-	-
11/01/2015	15,664.63	15,664.63	50,838.75	35,174.12	-
05/01/2016	64,952.50	64,952.50	65,838.75	886.25	-
06/30/2016	-	-	-	-	36,000.37
11/01/2016	24,552.50	24,552.50	50,285.63	25,733.13	-
05/01/2017	54,652.50	54,652.50	65,285.63	10,733.13	-
06/30/2017	-	-	-	-	36,466.26
11/01/2017	24,252.50	24,252.50	49,732.50	25,480.00	-
05/01/2018	54,252.50	54,252.50	64,732.50	10,480.00	-
06/30/2018	-	-	-	-	35,960.00
11/01/2018	23,915.00	23,915.00	49,179.38	25,264.38	-
05/01/2019	53,915.00	53,915.00	64,179.38	10,264.38	-
06/30/2019	-	-	-	-	35,528.76
11/01/2019	23,577.50	23,577.50	48,626.25	25,048.75	-
05/01/2020	53,577.50	53,577.50	63,626.25	10,048.75	-
06/30/2020	-	-	-	-	35,097.50
11/01/2020	23,202.50	23,202.50	48,073.13	24,870.63	-
05/01/2021	78,202.50	78,202.50	93,073.13	14,870.63	-
06/30/2021	-	-	-	-	39,741.26
11/01/2021	22,446.25	22,446.25	46,413.75	23,967.50	-
05/01/2022	77,446.25	77,446.25	91,413.75	13,967.50	-
06/30/2022	-	-	-	-	37,935.00
11/01/2022	21,621.25	21,621.25	44,754.38	23,133.13	-
05/01/2023	76,621.25	76,621.25	89,754.38	13,133.13	-
06/30/2023	-	-	-	-	36,260.26
11/01/2023	20,796.25	20,796.25	43,095.00	22,298.75	-
05/01/2024	70,796.25	70,796.25	88,095.00	17,298.75	-
06/30/2024	-	-	-	-	39,597.50
11/01/2024	19,983.75	19,983.75	41,340.00	21,356.25	-
05/01/2025	69,983.75	69,983.75	86,340.00	16,356.25	-
06/30/2025	-	-	-	-	37,712.50
11/01/2025	19,146.25	19,146.25	39,585.00	20,438.75	-
05/01/2026	69,146.25	69,146.25	84,585.00	15,438.75	-
06/30/2026	-	-	-	-	35,877.50
11/01/2026	18,271.25	18,271.25	37,830.00	19,558.75	-
05/01/2027	63,271.25	63,271.25	82,830.00	19,558.75	-
06/30/2027	-	-	-	-	39,117.50
11/01/2027	17,450.00	17,450.00	36,075.00	18,625.00	-
05/01/2028	62,450.00	62,450.00	81,075.00	18,625.00	-
06/30/2028	-	-	-	-	37,250.00
11/01/2028	16,595.00	16,595.00	34,320.00	17,725.00	-
05/01/2029	221,595.00	221,595.00	239,320.00	17,725.00	-
06/30/2029	-	-	-	-	35,450.00
11/01/2029	12,597.50	12,597.50	26,325.00	13,727.50	-
05/01/2030	227,597.50	227,597.50	251,325.00	23,727.50	-
06/30/2030	-	-	-	-	37,455.00
11/01/2030	8,297.50	8,297.50	17,550.00	9,252.50	-
05/01/2031	213,297.50	213,297.50	242,550.00	29,252.50	-
06/30/2031	-	-	-	-	38,505.00
11/01/2031	4,095.00	4,095.00	8,775.00	4,680.00	-
05/01/2032	199,095.00	199,095.00	233,775.00	34,680.00	-
06/30/2032	-	-	-	-	39,360.00
Total	\$2,027,217.13	\$2,027,217.13	\$2,660,597.54	\$633,380.41	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	454,561.25
Net PV Cashflow Savings @ 4.132%(AIC).....	454,561.25
Contingency or Rounding Amount.....	4,047.00
Net Present Value Benefit.....	\$458,608.25
Net PV Benefit / \$1,315,000 Refunded Principal.....	34.875%

Refunding Bond Information

Refunding Dated Date.....	7/08/2015
Refunding Delivery Date.....	7/08/2015

Series 2015 Refunding Bond | SINGLE PURPOSE | 6/2/2015 | 1:54 PM

\$1,385,000
Village of Dexter
County of Washtenaw, State of Michigan
Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Summary Of Bonds Refunded

	Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 5/01/2014 Delivered 5/01/2014								
Series 2008A Downtown Development Bonds	05/01/2016	Term 1	Coupon		7.375%	15,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2017	Term 1	Coupon		7.375%	15,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2018	Term 1	Coupon		7.375%	15,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2019	Term 1	Coupon		7.375%	15,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2020	Term 1	Coupon		7.375%	15,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2021	Term 1	Coupon		7.375%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2022	Term 1	Coupon		7.375%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2023	Term 1	Coupon		7.375%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2024	Term 2	Coupon		7.800%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2025	Term 2	Coupon		7.800%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2026	Term 2	Coupon		7.800%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2027	Term 2	Coupon		7.800%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2028	Term 2	Coupon		7.800%	45,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2029	Term 2	Coupon		7.800%	205,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2030	Term 2	Coupon		7.800%	225,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2031	Term 2	Coupon		7.800%	225,000	08/07/2015	100.000%
Series 2008A Downtown Development Bonds	05/01/2032	Term 2	Coupon		7.800%	225,000	08/07/2015	100.000%
	Subtotal	-			-	\$1,315,000	-	-
	Total	-			-	\$1,315,000	-	-

\$1,385,000
Village of Dexter
 County of Washtenaw, State of Michigan
 Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S	Fiscal Total
07/08/2015	-	-	-	-	-	-	-
08/07/2015	1,315,000.00	27,114.00	1,342,114.00	-	-	-	-
11/01/2015	-	-	-	-	50,838.75	50,838.75	-
05/01/2016	-	-	-	15,000.00	50,838.75	65,838.75	-
06/30/2016	-	-	-	-	-	-	116,677.50
11/01/2016	-	-	-	-	50,285.63	50,285.63	-
05/01/2017	-	-	-	15,000.00	50,285.63	65,285.63	-
06/30/2017	-	-	-	-	-	-	115,571.26
11/01/2017	-	-	-	-	49,732.50	49,732.50	-
05/01/2018	-	-	-	15,000.00	49,732.50	64,732.50	-
06/30/2018	-	-	-	-	-	-	114,465.00
11/01/2018	-	-	-	-	49,179.38	49,179.38	-
05/01/2019	-	-	-	15,000.00	49,179.38	64,179.38	-
06/30/2019	-	-	-	-	-	-	113,358.76
11/01/2019	-	-	-	-	48,626.25	48,626.25	-
05/01/2020	-	-	-	15,000.00	48,626.25	63,626.25	-
06/30/2020	-	-	-	-	-	-	112,262.50
11/01/2020	-	-	-	-	48,073.13	48,073.13	-
05/01/2021	-	-	-	45,000.00	48,073.13	93,073.13	-
06/30/2021	-	-	-	-	-	-	141,146.26
11/01/2021	-	-	-	-	46,413.75	46,413.75	-
05/01/2022	-	-	-	45,000.00	46,413.75	91,413.75	-
06/30/2022	-	-	-	-	-	-	137,827.50
11/01/2022	-	-	-	-	44,764.38	44,764.38	-
05/01/2023	-	-	-	45,000.00	44,764.38	89,764.38	-
06/30/2023	-	-	-	-	-	-	134,508.76
11/01/2023	-	-	-	-	43,095.00	43,095.00	-
05/01/2024	-	-	-	45,000.00	43,095.00	88,095.00	-
06/30/2024	-	-	-	-	-	-	131,190.00
11/01/2024	-	-	-	-	41,340.00	41,340.00	-
05/01/2025	-	-	-	45,000.00	41,340.00	86,340.00	-
06/30/2025	-	-	-	-	-	-	127,680.00
11/01/2025	-	-	-	-	39,585.00	39,585.00	-
05/01/2026	-	-	-	45,000.00	39,585.00	84,585.00	-
06/30/2026	-	-	-	-	-	-	124,170.00
11/01/2026	-	-	-	-	37,830.00	37,830.00	-
05/01/2027	-	-	-	45,000.00	37,830.00	82,830.00	-
06/30/2027	-	-	-	-	-	-	120,660.00
11/01/2027	-	-	-	-	36,075.00	36,075.00	-
05/01/2028	-	-	-	45,000.00	36,075.00	81,075.00	-
06/30/2028	-	-	-	-	-	-	117,150.00
11/01/2028	-	-	-	-	34,320.00	34,320.00	-
05/01/2029	-	-	-	205,000.00	34,320.00	239,320.00	-
06/30/2029	-	-	-	-	-	-	273,640.00
11/01/2029	-	-	-	-	26,325.00	26,325.00	-
05/01/2030	-	-	-	225,000.00	26,325.00	251,325.00	-
06/30/2030	-	-	-	-	-	-	277,650.00
11/01/2030	-	-	-	-	17,550.00	17,550.00	-
05/01/2031	-	-	-	225,000.00	17,550.00	242,550.00	-
06/30/2031	-	-	-	-	-	-	260,100.00
11/01/2031	-	-	-	-	8,775.00	8,775.00	-
05/01/2032	-	-	-	225,000.00	8,775.00	233,775.00	-
06/30/2032	-	-	-	-	-	-	242,550.00
Total	\$1,315,000.00	\$27,114.00	\$1,342,114.00	\$1,315,000.00	\$1,345,597.54	\$2,660,597.54	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	7/08/2015
Average Life.....	12.981 Years
Average Coupon.....	7.7718437%
Weighted Average Maturity (Par Basis).....	12.981 Years
Weighted Average Maturity (Original Price Basis).....	12.981 Years

Refunding Bond Information

Refunding Dated Date.....	7/08/2015
Refunding Delivery Date.....	7/08/2015
<small>Series 2015 Refunding Bond SINGLE PURPOSE 6/2/2015 1:54 PM</small>	

\$1,385,000
Village of Dexter
County of Washtenaw, State of Michigan
Series 2015 Downtown Development Refunding Bonds (LTGO - Taxable)

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
07/08/2015	-	-	-	1.00	-	1.00
08/07/2015	1,342,102.00	0.010%	11.00	1,342,113.00	1,342,114.00	-
Total	\$1,342,102.00	-	\$11.00	\$1,342,114.00	\$1,342,114.00	-

Investment Parameters

Investment Model [FV, GIC, or Securities].....	Securities
Default investment yield target.....	Unrestricted
Cash Deposit.....	1.00
Cost of Investments Purchased with Bond Proceeds.....	1,342,102.00
Total Cost of Investments.....	\$1,342,103.00
Target Cost of Investments at bond yield.....	\$1,338,021.84
Actual positive or (negative) arbitrage.....	(4,081.16)
Yield to Receipt.....	0.0101747%
Yield for Arbitrage Purposes.....	3.8269467%
State and Local Government Series (SLGS) rates for.....	5/26/2015

Dexter Downtown Development Authority
County of Washtenaw, State of Michigan

Resolution Requesting Issuance of
2015 Downtown Development Bonds
(Limited Tax General Obligation) (Taxable)
and Pledging Tax Increment Revenues

Minutes of a regular meeting of the Board of the Dexter Downtown Development Authority, County of Washtenaw, State of Michigan, held on the 18th day of June, 2015, at 7:30 a.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Board of the Dexter Downtown Development Authority, County of Washtenaw, State of Michigan (the "DDA"), pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"), and pursuant to provisions of the Downtown Development Plan and Tax Increment Financing Plan of the DDA, as amended (the "Plan"), approved by the City Council of the City of Dexter, County of Washtenaw, State of Michigan (the "City"), determined that it was necessary and expedient to acquire, construct, furnish and equip certain infrastructure improvements in the Development Area (the "Development Area"), described in the Plan, including streetscape improvements and purchase of brownfield property for redevelopment (together, the "Projects"); and

WHEREAS, the City financed a portion of the Projects through the issuance of its Downtown Development Bonds, Series 2008A (Limited Tax General Obligation)(Taxable) (the "Prior Bonds"); and

WHEREAS, the Authority pledged the Tax Increment Revenues derived from the Plan for payment of debt service on the Prior Bonds; and

WHEREAS, Fifth Third Securities, Inc. (the "Underwriter") has advised the City that it may be able to accomplish a net savings of debt service costs by refunding a portion of the City's outstanding Prior Bonds through the issuance of Downtown Development Refunding Bonds, Series 2015 (General Obligation Limited Tax) (Taxable) (the "Bonds"); and

WHEREAS, the DDA has determined that the estimated available annual tax increment revenues of the DDA derived from the captured assessed value of the Development Area will be the amounts shown on Exhibit A attached hereto (the "Tax Increment Revenues"); and

WHEREAS, it is necessary and desirable for the DDA to pledge the Tax Increment Revenues to the payment of the principal of and interest on the Bonds to facilitate the issuance of the Bonds; and

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

WHEREAS, the DDA desires to request the City Council of the City to authorize the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Request Issuance of Bonds; Pledge of Tax Increment Revenues. The DDA hereby requests the City to issue the Bonds in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), and the DDA hereby agrees to pay to the City from the Tax Increment Revenues received by the DDA the amounts necessary to pay principal of and interest on the Bonds as they come due; provided, however, that to the extent the City determines that it is in the best interest of the City to redeem all or any portion of the Bonds prior to maturity, the DDA may, but shall not be required to, prepay its obligations authorized herein. In the event the Tax Increment Revenues and any other funds of the DDA are insufficient to pay the principal of and interest on any Bonds as they become due, and the City pays such sums from its own funds, the DDA agrees to reimburse the City in whole for such payments from funds of the DDA as received by the DDA and not required to be paid to the City for payment of principal and interest on the Bonds as they become due. The DDA further agrees to reimburse the City in whole for any costs not financed from the proceeds of the Bonds, including, if necessary, the costs of issuance of the Bonds, any publication costs or other costs incurred by the City with respect to the Projects.

2. Reliance on Pledged Revenues. The DDA hereby acknowledges that the City will issue the Bonds in reliance upon the agreement and promise of the DDA to pay to the City all of its available Tax Increment Revenues up to the amounts necessary to pay the principal of and interest on the Bonds.

3. Continuing Disclosure Undertaking. The DDA hereby covenants, for the benefit of the holders and beneficial owners of the Bonds, to provide or cause to be provided certain information to the City to allow the City to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. If necessary, the Chairperson and Secretary of the DDA and the City Manager and the City Treasurer are each authorized on behalf of the DDA to execute and deliver a continuing disclosure undertaking satisfying the requirements of Rule 15c2-12 in connection with the delivery of the Bonds.

4. Delivery of Resolution. The Secretary of the DDA is hereby authorized and directed to deliver a certified copy of this Resolution to the City Clerk.

5. Other Actions. Each of the officers of the DDA is hereby authorized and directed to execute and deliver such documents, instruments and certificates necessary for the issuance, sale and delivery of the Bonds.

6. Repeal. All resolutions and parts of resolution in conflict with the provisions of this Resolution are hereby repealed or amended to the extent of such conflict.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Carol J. Jones, Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the Dexter Downtown Development Authority, County of Washtenaw, State of Michigan, at a regular meeting held on June 18, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol J. Jones, Secretary

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

EXHIBIT A

ESTIMATED TAX INCREMENT REVENUES AVAILABLE TO PAY DEBT SERVICE

Fiscal Year <u>Ending</u>	Estimated Tax Increment <u>Revenues</u>
2015	\$435,164
2016	\$428,265
2017	\$439,368
2018	\$450,637
2019	\$462,075
2020	\$473,684
2021	\$485,468
2022	\$497,428
2023	\$509,568
2024	\$521,890
2025	\$520,323
2026	\$532,683
2027	\$545,228
2028	\$557,962
2029	\$570,887
2030	\$584,005
2031	\$597,321
2032	\$610,836
2033	\$624,553

DRAFT JUNE 15, 2015

AGREEMENT

This Agreement (Agreement) is made _____, 2015, by and between the City of Dexter, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130, (City), and the Detroit Edison Company, a Michigan corporation, whose address is _____, Detroit, Michigan 48226 (DECo). City and DECo together are the Parties.

Recitals

- A. City owns land located at 3045 Broad Street, which it purchased with the intent of selling to a third party for re-development so as to improve the City and its central core area. DECo owns and operates a substation at 30__ Broad Street. Due to its location generally in the middle of the City's land, the existing substation would have a detrimental impact on the City's ability to re-develop the area. The substation is also quite old, and has certain limitations in its ability to serve the Dexter area.
- B. City owns land located at _____ Dan Hoey Road, which is adjacent to the Dexter industrial park. Constructing a new substation in this location would allow DECo to enhance its system efficiency in order to serve the Dexter area, and would also allow DECo to de-commission and remove the old substation, which would enhance the re-development of 3045 Broad Street.

Based on the Recitals, and for One Hundred and 0/100 Dollars (\$100.00), paid by City to DECo, City and DECo agrees as follows:

1. **DECo Property.** DECo owns property known as _____ Broad Street, Dexter, Michigan, Tax ID No. HD _____, the legal description of which is attached as Exhibit A (the Property). DECo operates an electrical substation on the Property (the Substation).
2. **City Property.** City owns property known as _____ Dan Hoey Road, Dexter, Michigan, Tax ID No. HD _____, the legal description of which is attached as Exhibit B (City Property).
3. **Sale of Property to City.** Subject to the terms below, DECo shall sell and the City shall purchase the Property including all right, title and interest in and to all appurtenances, leases, rights-of-way (existing or abandoned), roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, air rights, development rights, and all site studies of any type and surveys, if any, owned by or in the possession of DECo.
4. **Sale of Property to to DECo.** Subject to the terms below, City shall sell and DECo shall purchase the City Property including all right, title and interest in and to all appurtenances, leases, rights-of-way (existing or abandoned), roadways, minerals and

mineral rights, oil, gas and other hydrocarbon substances, air rights, development rights, and all site studies of any type and surveys, if any, owned by or in the possession of City.

5. **Purchase Price.** The purchase price (Purchase Price) for the Property shall be the conveyance to DECo of the City Property, which will be paid as stated below and paid in full at Closing (defined below). The purchase price (DECo Purchase Price) for the City Property shall be the conveyance to the City of the Property, which will be paid as stated below and paid in full at Closing (defined below).
6. **Mutual Inspection of Property and City Property.** Upon the execution of this Agreement by both Parties (the Effective Date), both the City and DECo shall undertake inspections of the property each seeks to acquire, as stated below. This inspection period shall extend for six months from the Effective Date (the Inspection Period), and may be extended for an additional three months upon mutual agreement by the Parties, which agreement shall not be unreasonably withheld. After the expiration of the three additional months, the Agreement may only be extended by mutual agreement of the Parties.
7. **De-commission of Substation.** If both Parties remove their respective inspection contingencies as stated below, such that their obligations to convey their respective properties is binding, DECo shall proceed to de-commission the Substation, which is located on the Property. The de-commissioning shall include demolition of and removal of the Substation building and equipment, removal of fencing around the Substation, removal of all related transmission equipment located on the Substation property, and leaving the land in a generally level condition (the De-commission). DECo shall commence the De-commission efforts on or before _____, and shall complete the De-commission on or before _____. The Parties understand that DECo will replace the transmission capacity lost by the De-commission by installing additional pole mounted transformers in the general vicinity of the Substation.
8. **Cost of De-commission.** For the De-commission of the Substation, City shall pay to DECo the lesser of the sum of Three Hundred Sixty Two Thousand Five Hundred and 0/100 Dollars (\$362,500.00), or the actual cost of the De-commission. City shall pay to DECo this sum at the Closing described below.
9. **Conveyance by Warranty Deed.** At Closing, DECo shall convey by Warranty Deed marketable title to the Property free and clear of all liens, encumbrances and easements, except as disclosed in the Commitment or as would be disclosed by an accurate boundary survey and as are acceptable to City. Also at Closing, City shall convey by Warranty Deed marketable title to the City Property free and clear of all liens, encumbrances and easements, except as disclosed in the Commitment or as would be disclosed by an accurate boundary survey and as are acceptable to DECo.
10. **City Title Insurance Commitment and Policy.** Within 30 calendar days of the date of the Effective Date, DECo will provide, at its cost, a commitment for an owner's fee policy of title insurance, to be issued without standard exceptions, in the amount of _____, dated on or after the date of this Agreement (the Commitment),

from _____ (the Title Company), committing the Title Company to insure City as fee simple owner of the Property, and evidencing marketable title in City free of all liens and encumbrances (except those approved or not objected to by City), together with a copy of all documents of record affecting the Property. DECo shall have the Commitment updated within 30 days prior to the Closing (the Final Commitment), and at Closing, DECo shall cause the Title Company to “mark-up” the Final Commitment to reflect the condition of title at the date of Closing and show City as both insured and fee simple owner. DECo, at its sole cost, shall cause the Title Company to issue the owner’s policy of title insurance and endorsements required under this Agreement as soon as possible after Closing. Any existing mortgages, security interests, or other financial encumbrances upon the Property shall be paid and discharged by the DECo at Closing, provided the Title Company will still deliver a “marked up” commitment as required above.

11. **Survey.** Within 30 calendar days of the Effective Date, City shall, at its cost, cause to be prepared a survey of the Property (the Survey). The Survey will be in a form that permits the issuance of a title insurance policy without standard exceptions. The surveyor shall certify that the Survey describes the exact same premises as are described on Exhibit A.

12. **Objections To Title And Survey.** City shall have five business days after receipt of the Title Commitment and Final Commitment to notify DECo of any objections to the Title Commitment or Final Commitment, and City shall have five business days after receipt of the Survey to notify DECo of any objections to the Survey. If City objects in writing to the condition of title or the Survey based on the Commitment or the Final Commitment, the Survey or as otherwise discovered by City, DECo shall have 30 calendar days from receipt of City’s written objection to use its good faith efforts to cure the title or survey defect(s) or provide evidence satisfactory to City, in its sole discretion, that the title or survey defect(s) will be cured on or before the Closing, and to provide City with an updated Commitment (the Updated Commitment) or updated Final Commitment (the Updated Final Commitment), which evidences that City’s objection has been cured and will be adequately insured against, as determined by City in its sole discretion. If DECo is unable or unwilling to remedy the defect(s) within the 30 day period, then (i) City, at its option, may waive the defect(s) and the Parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement, in which case City shall accept the title or Survey subject to such defects waiving any claim against DECo by reason thereof; or (ii) City may terminate this Agreement, and the Parties shall have no further rights or obligations under this Agreement (except for the Inspection Indemnification under Section __, which shall survive the termination of this Agreement).

13. **Delivery of Materials for Review.** Within 15 calendar days of the Effective Date, DECo will deliver to City the following materials, if any, which are in DECo’s possession or reasonably available to DECo (collectively, the “Documents”): Environmental Reports; Building Materials; Utility Plans; Approvals or Certificates of Occupancy; Easements; Leases; and all records and documents in DECo’s possession or reasonably available to DECo pertaining to the Property.

14. Inspection Of Property and Documents; Appraisal and Financing. During the Inspection Period, , City shall have the right at City's sole cost and expense to inspect or cause to be inspected all elements and aspects of the Property and Documents, including but not limited to investigating and conducting an environmental site assessment or other environmental investigation of the Property (including a "Phase 2" investigation or Baseline Environmental Assessment)(the Environmental Reports) at City's expense; obtaining an appraisal of the Property; and confirming the availability of financing for City's purchase of the Property.

Notwithstanding the above, DECo shall conduct soil borings of the area of the Property, in consultation with City's environmental consultant, including locations both outside of and inside the Property, in order to confirm there are no adverse environmental conditions that affect the Substation or the Property. DECo shall deliver the results of the soil boring testing and investigation to City as soon as reasonable after DECo has such results.

If the Environmental Reports disclose that there has been a Release of a regulated substance, and if DECo is unable or unwilling to remediate same, if the Parties cannot agree on how to pay for such remediation costs, then the sole options of City shall be: (A) to terminate this Agreement, and the Parties shall have no further rights or obligations under this Agreement, except for the Inspection Indemnification, which shall survive such termination; or (B) to proceed and purchase the Property.

City shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed, damaged, or altered by City's investigations, City shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration. To the extent not covered and paid for by its policies of liability insurance, City shall indemnify and hold DECo harmless from any cost or expense incurred by DECo as a result of such disturbance or alteration (including repairs to the Property) or any actions taken by City at the Property (the Inspection Indemnification). City shall not allow any liens or encumbrances to attach to the Property as a result of City's inspection of the Property.

If City, in its sole discretion, determines that the condition of the Property is unsatisfactory for any reason, City may, at its option at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the Inspection Period, (the Notification Date), elect in writing to terminate this Agreement. If City elects to terminate this Agreement on or before the Notification Date, City shall return to DECo the Documents provided by DECo pertaining to the Property and the Parties shall have no further rights or obligations under this Agreement, except for the Inspection Indemnification, which shall survive such termination. If City does not provide DECo with notice of termination on or before the Notification Date, City shall be deemed to have elected not to terminate this Agreement, and the Parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

15. Parties's Cooperation. During the term of this Agreement, DECo agrees to cooperate in City's investigation of the Property, and City agrees to cooperate in DECo's investigation

of the City Property. Prior to Closing, DECo agrees to act in good faith towards City, and City agrees to act in good faith towards DECo. Notwithstanding the above, this does not obligate City to do or not do any action relating to DECo's request for land use approval of an electrical substation on the City Property. DECo shall follow the typical process, and City shall process such an application, in the typical manner.

16. **Closing.** Unless the Parties agree to an earlier date, the Closing of this transaction (Closing) shall take place on _____ (unless previously terminated by either Party), which is a date that is at least 30 days after the Substation has been completely de-commissioned, as confirmed by the City to its reasonable satisfaction. The Closing shall take place at the offices of the Title Company, or such other location as shall be mutually acceptable to the Parties. Notwithstanding the terms of this Agreement, City shall not be obligated to close on the purchase of the Property unless DECo is also simultaneously going to close on the purchase of the City Property from City; likewise, DECo shall not be obligated to close on the purchase of the City Property unless City is also simultaneously going to close on the purchase of the Property from DECo.

17. **Representations and Warranties.** As of the date of the execution of this Agreement and the date of Closing, DECo makes the following representations to City, which representations shall survive the Closing:

- a. DECo has full power and authority to execute this Agreement, consummate the transaction and perform its obligations under this Agreement.
- b. DECo's obligations under this Agreement do not conflict with, violate or constitute a breach of any agreements, judgments, awards, administrative proceedings, or federal, state or local laws affecting DECo or the Property.
- c. DECo is the owner of fee simple marketable title in and to the Property and is in full and complete possession and control of the Property (except as identified in Section __ or in the Commitment or Survey).
- d. The Property is not subject to any unrecorded encumbrances, restrictions, easements, boundary disputes, or agreements or other matters which are not disclosed in the Commitment or in the Survey.
- e. The Property is not subject to any claim of lien, special assessment, or unpaid roadway or utility charge, either recorded or unrecorded and no improvements to or upon the Property have been made within 120 calendar days prior to the date of this Agreement which could give rise to a claim of lien, special assessment, or other charge.
- f. There are no actions or proceedings pending or threatened against or involving the Property or the DECo as related to the Property.
- g. No hazardous or toxic substances or wastes have been discharged, released, generated, treated, stored, disposed of or placed upon the Property in violation of

applicable environmental laws. There have been no violations of any federal, state or local law, ordinance, rule or regulation, including without limitation those relating to generation, transportation, storage, treatment, use, disposal and removal of hazardous and toxic substances and wastes and other environmental requirements. DECo has no knowledge of the disposal, storage, or placing upon the Property of any hazardous and/or toxic substances and/or waste in violation of the foregoing described laws. DECo has not received any notices, regulatory orders or claims of any violation of any environmental laws from any governmental agency having jurisdiction thereof or any third party.

- h. There are no underground storage tanks presently on the Property, and there have been no underground storage tanks at the Property.
- i. There are no taxes or assessments which are past due or which have become a lien upon the Property except for current taxes which shall be prorated and adjusted upon Closing.
- j. DECo has received no notices of violation of any law, rule, regulation or ordinance issued in connection with the Property by any agency or department having jurisdiction thereof, and DECo hereby agrees to provide City with copies of any such notices received after the date of this Agreement.

If prior to the Closing City discovers that any of DECo's representations and warranties are incorrect in any material respect in City's reasonable discretion, then City, notwithstanding the expiration of the Inspection Period, at its option, shall have the right to terminate this Agreement with no liability on its part, in addition to all remedies permitted by law. At the Closing, DECo shall execute an affidavit in form and substance acceptable to City, which shall make the foregoing representations and warranties effective as of the Closing and provide that such shall survive the Closing.

As of the date of the execution of this Agreement and the date of Closing, City makes the following representations to the DECo, which representations shall survive the Closing:

City is a legally constituted municipal corporation, that the persons executing this Agreement have the authority to execute this Agreement on behalf of City, that City has taken all appropriate actions to enter into this Agreement and purchase the Property, and that City has authority to perform its obligations under this Agreement and to consummate this transaction.

If prior to the Closing DECo discovers that any of City's representations and warranties are incorrect in any material respect in the DECo's reasonable discretion, then the DECo, at its option, shall have the right to terminate this Agreement with no liability on its part, in addition to all other remedies permitted by law. At the Closing, City shall execute an affidavit in form and substance acceptable to the DECo, which shall make the foregoing representations and warranties effective as of the Closing and provide that such shall survive the Closing.

18. **Indemnification.** DECo hereby indemnifies and agrees to defend and hold harmless City and its successors and assigns from and against any and all claims, expenses, or damages suffered by any of them, whether before or after the date of Closing, as a result of or arising from (a) any breach of any covenant, representation, warranty or agreement on the part of DECo to City made herein or in any document delivered pursuant to this Agreement, or (b) any obligation, claim, suit, liability, or encumbrance created, arising or accruing prior to Closing, or asserted on or after the date of Closing and related to the Property or its operations prior to Closing.
19. **Restrictions on Sale, Transfer and Encumbrances; Security for City.** DECo shall not sell, transfer, assign or convey any of its rights under this Agreement without the prior written consent of City.
20. **Assignment.** City shall have the right, without the consent of DECo, to assign all or any portion of City's rights under this Agreement prior to the Closing, and the assignee shall be fully substituted for City; provided City's obligations under Paragraph ___ shall survive any such assignment.
21. **Closing Documents.** At the time and place of Closing, the Parties shall deliver the following documents:
- a. A Warranty Deed conveying title to the Property in the condition required by this Agreement, and conveying title to the City Property in the condition required by this Agreement.
 - b. A Recertification by both Parties of their respective warranties and representations, subject to any changes, if any, by reason of matters disclosed by the Commitment, the Survey or the Environmental Reports.
 - c. Affidavits or other documents reasonably requested by the Title Company for issuance of owner's title policies without standard exceptions.
 - d. Such other documents, as may be reasonably required to consummate this transaction.
22. **Adjustments and Prorations.** Upon Closing:
- a. Taxes and Assessments. All taxes and benefit charges affecting the Property for which bills have been issued prior to the date of Closing shall be paid by DECo. Current Taxes (defined below) shall be prorated and adjusted as of the date of Closing in accordance with the due date-paid in advance method of the municipality or taxing unit in which the Property is located based on a 30 day month. DECo shall be responsible for payment of future installments of special assessments, existing as of the Effective Date. Special Assessments for public improvements to be made after the Effective Date shall be paid by the CITY, including reimbursement to DECo for any such assessments or installments thereof paid by DECo after the Effective Date and up to and including the Closing. Current Taxes shall mean the winter and summer tax bills issued for the

Property within 12 months immediately preceding the date of Closing. The tax proration provisions contained in this Agreement shall be interpreted and applied as if the amendments of law as set forth in Public Acts 80 and 279 of 1994 did not exist.

- b. Utilities. Water and Sanitary sewer utility bills if applicable, shall be prorated in the same manner as Current Taxes but based on date of Closing, unless final readings as of the Closing are obtained and paid by DECo in which case there shall be no proration.
- c. Transfer Taxes. DECo shall pay state and local transfer taxes on the sale of the Property to City at Closing.
- d. Title Insurance Premium. DECo shall pay the title insurance premium for the title insurance as required by Section _.

23. **Possession**. Possession shall be delivered upon Closing.

24. **DECo's Default**. In the event DECo defaults in the performance of the terms and conditions of the Agreement, the CITY may terminate the Agreement, or may specifically enforce the terms of this Agreement, in addition to all other remedies permitted by law.

25. **CITY's Default**. In the event the CITY defaults in the performance of the terms and conditions of this Agreement, DECo, as DECo's sole and exclusive remedy, shall be entitled to liquidated damages equal to One Thousand and 0/100 Dollars (\$1,000.00) in full termination of this Agreement; provided the CITY's obligations under Section ___ shall survive such termination.

26. **Brokerage**. DECo and the CITY represent to each other that neither is represented by a real estate broker. The parties indemnify and hold each other harmless, respectively, from any claims for a brokerage commission to the extent that such claims conflict with the indemnifying party's representation.

27. **Title Insurance Commitment and Policy**. Within 30 calendar days of the the Effective Date, City will provide, at its cost, a commitment for an owner's fee policy of title insurance, to be issued without standard exceptions, in the amount of _____, dated on or after the date of this Agreement (the DECo Commitment), from _____ (the Title Company), committing the Title Company to insure DECo as fee simple owner of the City Property, and evidencing marketable title in DECo free of all liens and encumbrances (except those approved or not objected to by DECo), together with a copy of all documents of record affecting the Property. City shall have the Commitment updated within 30 days prior to the Closing (the DECo Final Commitment), and at Closing, City shall cause the Title Company to "mark-up" the Final Commitment to reflect the condition of title at the date of Closing and show DECo as both insured and fee simple owner. City, at its sole cost, shall cause the Title Company to issue the owner's policy of title insurance and endorsements required under this Agreement as soon as possible after Closing. Any existing

mortgages, security interests, or other financial encumbrances upon the City Property shall be paid and discharged by the City at Closing, provided the Title Company will still deliver a "marked up" commitment as required above.

28. **Survey.** Within 30 calendar days of the Effective Date, DECo shall, at its cost, cause to be prepared a survey of the Property (the Survey). The Survey will be in a form that permits the issuance of a title insurance policy without standard exceptions. The surveyor shall certify that the Survey describes the exact same premises as are described on Exhibit B.
29. **Objections To Title And Survey.** DECo shall have five business days after receipt of the Title Commitment and Final Commitment to notify City of any objections to the Title Commitment or Final Commitment, and DECo shall have five business days after receipt of the Survey to notify City of any objections to the Survey. If DECo objects in writing to the condition of title or the Survey based on the Commitment or the Final Commitment, the Survey or as otherwise discovered by DECo, City shall have 30 calendar days from receipt of DECo's written objection to use its good faith efforts to cure the title or survey defect(s) or provide evidence satisfactory to DECo, in its sole discretion, that the title or survey defect(s) will be cured on or before the Closing, and to provide DECo with an updated Commitment (the DECo Updated Commitment) or updated Final Commitment (the DECo Updated Final Commitment), which evidences that DECo's objection has been cured and will be adequately insured against, as determined by DECo in its sole discretion. If City is unable or unwilling to remedy the defect(s) within the 30 day period, then (i) DECo, at its option, may waive the defect(s) and the Parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement, in which case DECo shall accept the title or Survey subject to such defects waiving any claim against City by reason thereof; or (ii) DECo may terminate this Agreement, and the Parties shall have no further rights or obligations under this Agreement (except for the Inspection Indemnification under Section __, which shall survive the termination of this Agreement).
30. **Delivery of Materials for Review.** Within 15 calendar days of the Effective Date, City will deliver to DECo the following materials, if any, which are in City's possession or reasonably available to City (collectively, the "Documents"): Environmental Reports; Building Materials; Utility Plans; Approvals or Certificates of Occupancy; Easements; Leases; and all records and documents in City's possession or reasonably available to City pertaining to the Property.
31. **Inspection Of Property and Documents; Appraisal and Financing.** During the Inspection Period,, DECo shall have the right at DECo's sole cost and expense to inspect or cause to be inspected all elements and aspects of the Property and Documents, including but not limited to investigating and conducting an environmental site assessment or other environmental investigation of the Property (including a "Phase 2" investigation or Baseline Environmental Assessment)(the Environmental Reports) at DECo's expense; obtaining an appraisal of the Property; and confirming the availability of financing for DECo's purchase of the Property; and obtaining any land use approvals as may be required for DECo's intended use of the City Property.

If the Environmental Reports disclose that there has been a Release of a regulated substance, if the Parties cannot agree on how to pay for such remediation costs, and if City is unable or unwilling to remediate same, then the sole options of DECo shall be: (A) to terminate this Agreement, and the Parties shall have no further rights or obligations under this Agreement, except for the Inspection Indemnification, which shall survive such termination; or (B) to proceed and purchase the Property.

DECo shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed, damaged, or altered by DECo's investigations, DECo shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration. To the extent not covered and paid for by its policies of liability insurance, DECo shall indemnify and hold City harmless from any cost or expense incurred by City as a result of such disturbance or alteration (including repairs to the City Property) or any actions taken by DECo at the City Property (the Inspection Indemnification). DECo shall not allow any liens or encumbrances to attach to the City Property as a result of DECo's inspection of the City Property.

If DECo, in its sole discretion, determines that the condition of the Property is unsatisfactory for any reason, DECo may, at its option at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the Inspection Period, (the Notification Date), elect in writing to terminate this Agreement. If DECo elects to terminate this Agreement on or before the Notification Date, DECo shall return to City the Documents provided by City pertaining to the Property and the Parties shall have no further rights or obligations under this Agreement, except for the Inspection Indemnification, which shall survive such termination. If DECo does not provide City with notice of termination on or before the Notification Date, DECo shall be deemed to have elected not to terminate this Agreement, and the Parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

32. Representations and Warranties. As of the date of the execution of this Agreement and the date of Closing, City makes the following representations to DECo, which representations shall survive the Closing:

- a. City has full power and authority to execute this Agreement, consummate the transaction and perform its obligations under this Agreement.
- b. City's obligations under this Agreement do not conflict with, violate or constitute a breach of any agreements, judgments, awards, administrative proceedings, or federal, state or local laws affecting City or the Property.
- c. City is the owner of fee simple marketable title in and to the City Property and is in full and complete possession and control of the City Property (except as identified in Section ___ or in the Commitment or Survey).
- d. The City Property is not subject to any unrecorded encumbrances, restrictions, easements, boundary disputes, or agreements or other matters which are not disclosed in the Commitment or in the Survey.

- e. The City Property is not subject to any claim of lien, special assessment, or unpaid roadway or utility charge, either recorded or unrecorded and no improvements to or upon the City Property have been made within 120 calendar days prior to the date of this Agreement which could give rise to a claim of lien, special assessment, or other charge.
- f. There are no actions or proceedings pending or threatened against or involving the City Property or the City as related to the Property.
- g. No hazardous or toxic substances or wastes have been discharged, released, generated, treated, stored, disposed of or placed upon the Property in violation of applicable environmental laws. There have been no violations of any federal, state or local law, ordinance, rule or regulation, including without limitation those relating to generation, transportation, storage, treatment, use, disposal and removal of hazardous and toxic substances and wastes and other environmental requirements. City has no knowledge of the disposal, storage, or placing upon the City Property of any hazardous and/or toxic substances and/or waste in violation of the foregoing described laws. City has not received any notices, regulatory orders or claims of any violation of any environmental laws from any governmental agency having jurisdiction thereof or any third party.
- h. There are no underground storage tanks presently on the City Property, and there have been no underground storage tanks at the City Property.
- i. There are no taxes or assessments which are past due or which have become a lien upon the City Property except for current taxes which shall be prorated and adjusted upon Closing.
- j. City has received no notices of violation of any law, rule, regulation or ordinance issued in connection with the City Property by any agency or department having jurisdiction thereof, and City hereby agrees to provide DECo with copies of any such notices received after the date of this Agreement.

If prior to the Closing DECo discovers that any of City's representations and warranties are incorrect in any material respect in DECo's reasonable discretion, then DECo, notwithstanding the expiration of the Inspection Period, at its option, shall have the right to terminate this Agreement with no liability on its part, in addition to all remedies permitted by law. At the Closing, City shall execute an affidavit in form and substance acceptable to DECo, which shall make the foregoing representations and warranties effective as of the Closing and provide that such shall survive the Closing.

33. Restrictions on Sale, Transfer and Encumbrances; Security for City. City shall not sell, transfer, assign or convey any of its rights under this Agreement without the prior written consent of DECo.

34. Adjustments and Prorations. Upon Closing:

- a. Utilities. Water and Sanitary sewer utility bills if applicable, shall be prorated in the same manner as Current Taxes but based on date of Closing, unless final readings as of the Closing are obtained and paid by City in which case there shall be no proration.
- b. Transfer Taxes. City shall pay state and local transfer taxes on the sale of the Property to City at Closing.
- c. Title Insurance Premium. City shall pay the title insurance premium for the title insurance as required by Section _.

35. **Possession.** Possession shall be delivered upon Closing.

36. **City's Default.** In the event City defaults in the performance of the terms and conditions of the Agreement, DECo may terminate the Agreement, or may be entitled to reasonable liquidated damages equal to One Thousand and 0/100 Dollars (\$1,000.00).

37. **DECo's Default.** In the event DECo defaults in the performance of the terms and conditions of this Agreement, City may terminate this Agreement, or may seek specific performance of this Agreement, as well as any other damages permitted by law.

Dated: _____, 2015

By: _____

Dated: _____, 2015

Its:

By: _____

Dated: _____, 2015

Its: Secretary

Exhibit A

Exhibit B

Memorandum

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

From: Michelle Aniol, Community Development Manager

Re: Report for June 18, 2015 DDA Meeting

Date: June 15, 2015

DDA Updates

1. **Downtown Development Opportunity Request for Qualifications (RFQ).** Eight written questions related to the Downtown Development RFQ were submitted by the June 8th deadline. The questions, along with the answers have been posted on the City's website (<http://www.dextermi.gov/doing-business-village-2>).
2. **City/Chamber Retail Market Study Request for Proposals (RFP).** Four written questions related to the Retail Market Analysis RFP were received by the June 5th deadline. The questions, along with the answers have been posted on the City's website (<http://www.dextermi.gov/doing-business-village-2>).

Development News

- A preliminary site plan has been submitted for a professional office (i.e. dentist) at the southwest corner of Dan Hoey and Lexington Drive. The site is part of the Dexter Crossing PUD and has an underlying zoning of PB Professional Business. The Planning Commission will consider the site plan at its July 6th meeting.
- Staff met with a representative from the Beer Grotto last week to discuss the process for establishing outdoor seating.

