



**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. September Citation List
4. Impact 2011

**Page # 37-44**

**I. REPORTS:**

1. Community Development Manager – Allison Bishop

**Page # 45-78**

2. Board, Commission, & Other Reports- "Bi-annual or as needed" - None

Arts, Culture & Heritage Committee  
Chelsea Area Planning Team / Dexter Area Regional Team  
Dexter Area Chamber  
Dexter Area Fire Department  
Downtown Development Authority Chair  
Farmers Market/Community Garden Rep.  
Gateway Initiative  
Gordon Hall Mgmt Team Representative  
Huron River Watershed Council Representative  
Library Board Representative  
Parks & Recreation Commission  
Planning Commission  
Washtenaw Area Transportation Study Policy Rep  
Western Washtenaw Area Value Express Representative

3. Subcommittee Reports  
Old DAPCO Site Redevelopment Team  
Downtown Fire Detection  
Economic Preparedness  
Facilities  
**Website – see item L-2**

4. Village Manager Report

**Page # 79-98**

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of: \$ 403,074.94

Page # 105-112

2. Consideration of: Set Trick or Treat hours - Monday, October 31, 2011 from 5:30 p.m. – 7:30 p.m.

3. Consideration of: Appointment of Don Darnell to the DDA Board to complete the term vacated by Joe Nowak term ending August 2012

4. Consideration of: Reappointment of Donna Dettling to serve on the Economic Development Corporation for a one-year term ending December 31, 2012

Page # 113-118

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Discussion of: Cityhood Next Steps

Page # 119-122

2. Re-Consideration of: Edison Street Sidewalk

A motion is made to reconsider the original motion passed on September 26, 2011

If the motion to reconsider is adopted, the motion below is discussed and voted on.

Original Motion from September 26, 2011 Meeting:

Motion Semifero; support Smith to place the sidewalk as per Village ordinance, one foot off the 99 foot right-of-way (as shown in Option #2) with a straight connection from Fourth Street to Fifth Street from the park sidewalk to the Fourth Street crossing, with deviations as needed to maintain mature trees and account for geography.

Ayes: Semifero, Tell, Fisher, Smith and Keough

Nays: Carson and Cousins

Motion carries 5 to 2

Page # 123-126

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**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: Planned Unit Development (PUD) Amendment –  
Connexions Church – 7444 Dexter Ann Arbor Road

**Page # 127-146**

2. Consideration of: Approval of Ciesa Design as the Village’s Website  
Developer for an amount not to exceed \$20,000

**Page # 147-172**

3. Consideration of: Setting Public Hearing on November 14, 2011 for QED  
Industrial Facility Tax Exemption

**Page # 173-208**

**M. COUNCIL COMMENTS**

**N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-  
minutes per participant or 10-minutes for group representatives.*

**O. ADJOURNMENT**

*“This meeting is open to all members of the public under Michigan Open Meetings Act.”*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, SEPTEMBER 26, 2011

AGENDA 10-10-11  
ITEM C-1

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:31 PM by President Keough at the Dexter Senior Center located at 7720 Ann Arbor Street in Dexter, Michigan.

**B. ROLL CALL:** President Keough

J. Carson	P. Cousins
D. Fisher-arrived at 7:32 PM	J. Semifero
J. Smith	R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager, Carol Jones, Village Clerk; Rhett Gronevelt of Orchard, Hiltz & McCliment; Sgt. Gieske and Deputy Hilobuk, Washtenaw County Sheriff's Department; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Work Session Notes – September 12, 2011
2. Regular Council Meeting – September 12, 2011

Motion Smith; support Carson to approve the minutes of the Work Session Notes of September 12, 2011 and the Regular Council Meeting of September 12, 2011 with one correction on page 7 add the words *to the original motion* following the word amendment in the second and third paragraph under item L5 Consideration of : Edison Street Sidewalk .

Unanimous voice vote for approval

**D. PREARRANGED PARTICIPATION**

Tom Covert – Edison Street Sidewalk

Tom representing the residents from Edison Street in Dexter thanked the consultants for their work in preparing the map showing the sidewalk 25 feet from homes. However, he expressed that residents are in support of the option on 1 foot off the 60 foot right-of-way and had residents show their preference by standing for the different options which included the side of the street where they would like the sidewalk placed.

**E. APPROVAL OF THE AGENDA**

Motion Smith; support Fisher to approve the agenda as presented with the addition of additional information under New Business L-2 and the addition of the phrase *and Jim Carson as alternate* to New Business L8.

Unanimous voice vote for approval

## **F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

None

## **G. NON-ARRANGED PARTICIPATION**

Sue Sherrill of 3435 Edison Street, Dexter spoke about using a standard for the proposed sidewalk which jogs back and forth does not seem very cost effective. She also mentioned that the east side of Edison Street would be a better choice as there are fewer homes and no telephone poles.

Evelyn Smith of 7810 Fifth Street, Dexter gave a history of her home. She talked about applying a standard to the older areas in the Village does not work and such a standard should be used in new construction areas. She would prefer the sidewalk to be 10-14 feet off the side of the road.

Jon Rush of 7930 Fifth Street, Dexter spoke in support of the residents on Edison Street sidewalk project and in the past the Village has been flexible.

Debra McHugh of 3545 Edison Street, Dexter agrees that the sidewalk is needed and prefers it to be 10-14 feet from the side of the road. She stated that she would be unable to use all of her driveway for parking if the sidewalk comes close to the house and this could be a safety issue as she would be parking on the street. She also addressed the issue of repaving the street if there is money saved by running a straighter sidewalk.

Lisa Phillips of 3360 Edison Street, Dexter reiterated what her email stated that she prefers the sidewalk to be 10-14 feet off the side of the road.

## **H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. Partner for Transit Newsletter
4. Wellhead Protection Grant Notification
5. Introduction to Transportation Asset Management Class Notification

## **I. REPORTS**

1. Washtenaw County Sheriff's Office – Sgt. Gieske and Deputy Hilobuk

Sgt. Gieske and Deputy Hilobuk spoke about the bus hub at the schools. The traffic issues from left hand turns off of Dan Hoey Road have been minimal and the district is still working on getting the optimal number of buses transporting bus riders from the high school. A question was asked regarding any other traffic issues and Deputy responded that there is less congestion on Baker Road with the use of the hub. Sgt. Gieske also spoke of parking issues at the Dexter Cider Mill and trying to resolve the issue on Huron Street by having the cider mill's

employee's park there. A question was raised on parking at Jenny's Market and Sgt. Gieske responded that this issue has been worked on this year.

## 2. Boards, Commissions. & Other Reports-"Bi-annual or as needed"

### *Gateway Initiative – Paul Cousins*

Information regarding the Gateway Initiative was provided in the packet. Trustee Cousins reported how the project will be funded and who will administer the project. Mr. Cousins also discussed the proposed agreement with Mark Lantz and the next meeting which will be held on October 4, 2011.

## 3. Subcommittee Reports

Old DAPCO Site Redevelopment Team  
Downtown Fire Detection  
Economic Preparedness  
Facilities

### *Website –Update from Proposal Opening - Jim Smith*

Trustee Smith reported that the Website Committee recently met and listened to six vendor presentations and narrowed the list to four. Those four will provide answers to questions and their pricing which are due tomorrow (September 27). The subcommittee will meet again on Thursday the 29<sup>th</sup>.

## 4. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal updates: a) Northern United Brewing Co. has contacted the Village about moving their facilities to the Grand Street site; b) Congressman Walberg's office has contacted the Village about a coffee meeting on October 3 and more details will follow; c) calendars are on the table and extras are available from the Huron River Watershed Council; d) an email was received this afternoon from Jeff Dagg of 8208 Bridgeway Drive, Dexter regarding the attention and excellent service provided by Dan Schlaff during the recent water main replacement at Westridge; e) need to have a topic for the October 20 Town Hall meeting and a question and answer session was suggested; f) need to set a public hearing for an industrial tax exemption for QED; g) 5 Healthy Communities held an event on Sunday, September 25 and Trustee Cousins spoke about the event and activities which was well attended. Mr. Cousins also spoke about a grant through the 5 Healthy Communities to obtain playground equipment for Warrior Creek Park; and h) an email was sent out with a link to the Economic Gardening Workshop held last week in Lansing and President Keough gave a brief overview of the workshop.

## 5. President's Report

Mr. Keough submits his report as per packet. Mr. Keough reported on the following: a) the Regional Fire Committee continues to meet with the next meeting on Wednesday and all representatives giving permission to send the agreement for the regional department for legal review. A question was raised as to the name of the department and that this had not been finalized as of yet; b) at the last Downtown Development Authority meeting a discussion was

held regarding the DAPCO property and extending leases to existing tenets and a question was raised on rent rates; c) met with Blackhawk Development regarding the property at Dan Hoey and Lexington to begin a dialogue regarding that property; and d) will be meeting with a potential candidate to fill the open position on the Downtown Development Authority.

#### **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$148,062.43
2. Consideration of: Temporary Closure of portions of Dexter Ann Arbor Road and Baker Road from 1:30 p.m. to 2:30 p.m. for the Homecoming Parade on September 30, 2011

Motion Fisher support Smith to approve item 1 and 2 of the consent agenda.

Unanimous voice vote for approval

#### **K. OLD BUSINESS-Consideration and Discussion of:**

1. Consideration of: Edison Street Sidewalk

Previous Motions: From September 12, 2011

Motion Carson, Second Tell to place the Edison Street sidewalk one foot off a hypothetical sixty foot right-of-way line on the side of the street impacted by the water main project.

Amendment to the original motion by Semifero to allow residents on Edison to opt out of have a sidewalk placed in the right-of-way. Amendment not considered due to lack of a second.

Amendment to the original motion by Semifero, Seconded by Fisher to place the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on the side of the impacted by the water main project.

Motion by Semifero, Seconded by Fisher to postpone discussion of the Edison Street sidewalk until exhibits can be created that show the placement of the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on both sides of the street.

Ayes: Fisher, Semifero, Cousins, Keough

Nays: Tell, Carson, Smith

Motion carries

Vote on Previous Motions: September 26, 2011

Amendment to the original motion by Semifero, Seconded by Fisher to place the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on the side of the street impacted by the water main project.

Ayes: None

Nays: Cousins, Fisher, Smith, Semifero, Tell, Carson and Keough  
Motion fails

Original Motion – Motion Carson, Second Tell to place the Edison Street sidewalk one foot off a hypothetical sixty foot right-of way line on the side of the street impacted by the water main project.

Ayes: Tell, Carson and Cousins  
Nays: Smith, Semifero, Fisher and Keough  
Motion fails 4-3

Motion Semifero; support Smith to place the sidewalk as per Village ordinance, one foot off the 99 foot right-of-way (as shown in Option #2) with a straight connection from Fourth Street to Fifth Street from the park sidewalk to the Fourth Street crossing, with deviations as needed to maintain mature trees and account for geography.

Ayes: Semifero, Tell, Fisher, Smith and Keough  
Nays: Carson and Cousins  
Motion carries 5 to 2

Jack Davidson of 3434 Edison Street, Dexter addressed Council regarding the issue of sprinklers in his yard and that the residents want a sidewalk out by the street and not one foot off the 99 foot right-of-way.

Tom Covert of 3550 Edison Street, Dexter spoke of his disappointment with the vote taken by Council and the issue of following standards. He inquired as to what is the appeal process from here.

2. Discussion of: Cityhood Next Steps

Discussion included but was not limited to possible action and costs that may be involved in pursuing cityhood. Staff was directed to contact the Director of the Department of Licensing and Regulatory Affairs regarding his understanding of the proceedings before he signs the report.

At 9:45 PM a recess was taken and the meeting resumed at 9:50 PM

**L. NEW BUSINESS-Consideration of and Discussion of:**

1. Consideration of: Entering into a Contract with the Washtenaw County Road Commission for \$10,000 to Design and Bid the Cedars of Dexter Sidewalk Connection Project

Motion Cousins; support Tell to enter into a contract with the Washtenaw County Road Commission for \$10,000 to design and bid the Cedars of Dexter Sidewalk Connection Project.

Motion Smith; support Fisher to postpone consideration of the contract until a meeting can be arranged with the Washtenaw County Road Commission.

Ayes: Smith and Keough  
Nays: Tell, Carson, Cousins, Fisher and Semifero  
Motion fails 5 to 2

Original Motion - Motion Cousins; support Tell to enter into a contract with the Washtenaw County Road Commission for \$10,000 to design and bid the Cedars of Dexter Sidewalk Connection Project.

Ayes: Carson, Cousins, Fisher, Smith, Semifero and Keough  
Nays: None  
Motion carries

2. Discussion of: Sludge Storage Project/S2 Grant Application

Discussion included but was not limited to the S2 Grant that does not have to be paid back and the actual project which will have to be paid back, and the use of various models that show usage and rates in order to pay for the project. Questions were raised as to why does the Village need to improve sludge storage and what do we charge residents.

3. Consideration of: Scope of Services from Orchard, Hiltz & McCliment for \$172,500 for Design Services for the Sludge Storage Project

Motion Carson; support Semifero to approve the scope of services from Orchard, Hiltz & McCliment for \$172,500 for design services for the Sludge Storage Project.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson and Keough  
Nays: None  
Motion carries

4. Consideration of: Resolution in Support of Submitting S2 Grant Application

Motion Semifero; support Fisher to approve the resolution in support of submitting a S2 Grant Application for an amount not to exceed \$210,246 from the Michigan Finance Authority and the Michigan Department of Environmental Quality for planning and/or design activities.

Ayes: Smith, Semifero, Tell, Carson, Fisher, Cousins and Keough  
Nays: None  
Motion carries

5. Consideration of: Contract with Testing Engineers and Consultants (TEC) in the amount of \$8461 for Materials Testing Services for the Water Main Replacement Project

Motion Cousins; support Smith to approve the contract with Testing Engineers and Consultants in an amount not to exceed \$8461 for Materials Testing Services for the Water Main Replacement Project

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith and Keough

Nays: None  
Motion carries

6. Consideration of: Scope of Services from Orchard, Hiltz & McCliment for \$18,300 to complete the Design of the Main Street Resurfacing Project

Motion Carson; support Fisher to approve the scope of services from Orchard, Hiltz & McCliment for \$18,300 to complete the design for the Main Street Resurfacing Project.

Ayes: Tell, Carson, Cousins, Smith, Fisher, Semifero and Keough  
Nays: None  
Motion carries

7. Consideration of: Additional Services from Orchard, Hiltz & McCliment in the amount of \$14,700 for the Central Street Project

Motion Carson; support Smith to approve the amount of \$14,700 from Orchard, Hiltz & McCliment for additional services for the Central Street Project.

Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell and Keough  
Nays: None  
Motion carries

8. Consideration of: Appointment of David Read as the North Middle Representative to the Countywide Transit Authority Board and Jim Carson as the alternate

Motion Semifero; support Fisher to appointment David Read as the North Middle Representative to the Countywide Transit Authority Board and Jim Carson as the alternate.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson and Keough  
Nays: None  
Motion carries

#### **M. COUNCIL COMMENTS**

Carson	None
Fisher	None
Smith	None
Jones	Thanked Courtney for taking the minutes at the last meeting and in August and to Donna for being my chauffer for the evening.
Tell	None
Semifero	Will be absent for the next meeting, inquired if there was a maintenance plan for the Department of Public Works parking lot, and requested a discussion item for the October 24 meeting regarding revoking the drive-way permit for the MAV property on Dexter Ann Arbor Road.

Cousins           Suds on the River was a great success and a great evening. Also mentioned was the Huron River Watershed calendars are available for Dexter residents.

#### **N. NON-ARRANGED PARTICIPATION**

Lisa Phillips of 3360 Edison Street, Dexter thanked Mr. Cousins and Mr. Carson for supporting the Edison Street residents but was disappointed in the rest of the Council. She stated that the Village Manager and Orchard, Hiltz & McCliment official both said that 60 foot off the right-of-way for the sidewalk makes the most sense. Ms. Phillips invited all to walk the area involved. If you can't put it (the sidewalk) out further, don't put it in at all.

Evelyn Smith of 7810 Fifth Street, Dexter also thanked Mr. Cousins and Mr. Carson. She explained that her home was the most impacted with the landscape in the right-of-way. She also discussed never having received any written communications about the sidewalk. You (the Council) have communications from the Edison Street neighbors that we do not want sidewalks 99 feet off the right-of-way. Although this does not impact her house, it does impact the neighborhood. She stated that she expected my community to listen, but you don't listen.

Roger Koback of 7812 Fourth Street, Dexter spoke of the previous Council meeting a few weeks ago and that he thought people were listening to the location placement of the sidewalk. He asked a question of President Keough, "What is the benefit of having the sidewalk at the 99 foot right-of-way?" Mr. Keough responded to the question. Mr. Koback stated that people purchase homes in the village based on the character of the neighborhood and that he doesn't see the benefit of a sidewalk chopping off a yard. He asked that the Village have sidewalks 10-14 feet off the roadway.

Sue Sherrill of 3435 Edison Street, Dexter spoke of owning property in Los Angeles and the problems her husband had with zoning there and felt that Dexter was different. She mentioned that to her the only time a rule was enforced was when someone complained and that is the nature of the Village. She asked why does the Village own 99 feet and felt that it should belong to the people. She also said that this town is special and not to build the sidewalk up by the house. If the goal is to walk in the Village, build the sidewalk by the road. She encouraged the Council to reconsider and if this was a large area it makes sense but not in a three block street. Residential streets should be under a whole different standard.

Jack Davidson of 3434 Edison Street, Dexter spoke on behalf of his wife stating that if the sidewalk goes in where proposed that we are moving. He also mentioned that when you have 85%-90% saying what they wanted with the sidewalk, it comes down to common sense to place the sidewalk out by the road.

#### **O. ADJOURNMENT**

Motion Carson; support Fisher to adjourn at 11:13 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

Approved for Filing: \_\_\_\_\_



AGENDA 10-10-11

ITEM F-1

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION REGARDING THE  
VILLAGE OF DEXTER  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION  
FOR THE DAPCO/TUPPER PROPERTIES PROJECT PLANNING GRANT**

WHEREAS, the Village has requested funding from the State of Michigan Economic Development Corporation, Community Development Block Grant through the Michigan Strategic Fund for the purpose of planning for the redevelopment of property located at 3045 Broad Street; and

WHEREAS, the Village has submitted and received approval of the CDBG Pre-Application; and

WHEREAS, the Village's plans to use the grant funding to determine how to best redevelop the site, including evaluation of the site, preparing design concept alternatives, completing an economic and market analysis and providing recommendation and implementation strategies for the project; and

WHEREAS, the Village is requesting \$13,250 in grant funding to assist with the Project Planning for redevelopment of the DAPCO/Tupper Property; and

WHEREAS, the Village has held the required Public Hearing on Monday, October 10, 2011 at 7:30 pm at 7720 Ann Arbor Street, Dexter, Michigan; and

WHEREAS, redevelopment of the DAPCO/Tupper Property is consistent with the goals and objectives of the DDA Development Plan as described in the application; and

WHEREAS, implementation of the plan will result in private investment of retail and office space that will provide future job creation. It is expected that the planning grant will eventually lead to job creation where at least 51% of the jobs are low to moderate income; and

WHEREAS, no project costs will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs is received from the CDBG Project Manager; and

WHEREAS, local authorization to submit the Michigan CDBG Application has been granted by the Village Council; and

BE IT FURTHER RESOLVED, that Allison Bishop, Community Development Manager for the Village of Dexter has been authorized to sign the Application Forms and the Grant Agreement;

MOVED BY:

SECONDED BY:

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED THIS 10<sup>th</sup> DAY of OCTOBER 2011.

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Shawn Keough, Village President

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 10<sup>th</sup> day of October, 2011.

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CERTIFIED BY:

Carol Jones, Village of Dexter Clerk

**NOTICE OF PUBLIC HEARING  
VILLAGE OF DEXTER-VILLAGE COUNCIL  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

The Village of Dexter Council will hold a public hearing on Monday, October 10, 2011 at 7:30 pm at the Dexter Senior Center, 7720 Dexter Ann Arbor Road, Dexter, Michigan 48130. The purpose of the public hearing is to afford citizens the opportunity to examine and submit comments on the proposed application for the CDBG grant funds. The CDBG grant funds will be used for project planning for the redevelopment of the DAPCO Tupper Property located at 3045 Broad Street, HD-08-06-280-001. Project planning will include evaluation of the structure, market conditions, potential uses, etc. to determine a redevelopment plan for the property. The Village of Dexter Council welcomes all public input. If you cannot attend the meeting please feel free to submit comments in writing to the Village Offices, 8123 Main Street or via email to [abishop@villageofdexter.org](mailto:abishop@villageofdexter.org)

Information regarding the CDBG pre application is available for public inspection at the Village Offices, 8123 Main Street, Dexter, weekdays between 9:00 a.m. to 5:00 p.m. or by phone at (734) 426-8303 Ext. 15, or [abishop@villageofdexter.org](mailto:abishop@villageofdexter.org) Sign language interpreter, or other assistance, is provided upon request to the Clerk, at least 72 hours in advance of the meeting. Minutes of all meetings are available at Village Offices and on the Village website.

**Please post in the Ann Arbor News on  
Sunday, October 2, 2011  
and the  
Dexter Leader on  
September 29, 2011**

**Please send Affidavit**

# Low to Moderate Income Classification

STATE: MICHIGAN

-----I N C O M E L I M I T S-----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Ann Arbor, MI MSA FY 2011 MFI: 86300								
30% OF MEDIAN	18150	20750	23350	25900	28000	30050	32150	34200
VERY LOW INCOME	30250	34550	38850	43150	46650	50100	53550	57000
LOW-INCOME	44950	51400	57800	64200	69350	74500	79650	84750
Battle Creek, MI MSA FY 2011 MFI: 48800								
30% OF MEDIAN	11100	12650	14250	15800	17100	18350	19600	20900
VERY LOW INCOME	18450	21050	23700	26300	28450	30550	32650	34750
LOW-INCOME	29500	33700	37900	42100	45500	48850	52250	55600
Bay City, MI MSA FY 2011 MFI: 57700								
30% OF MEDIAN	12150	13850	15600	17300	18700	20100	21500	22850
VERY LOW INCOME	20200	23100	26000	28850	31200	33500	35800	38100
LOW-INCOME	32350	36950	41550	46150	49850	53550	57250	60950
Detroit-Warren-Livonia, MI MSA								
Detroit-Warren-Livonia, MI HMFA FY 2011 MFI: 64400								
30% OF MEDIAN	13950	15950	17950	19900	21500	23100	24700	26300
VERY LOW INCOME	23250	26600	29900	33200	35900	38550	41200	43850
LOW-INCOME	37200	42500	47800	53100	57350	61600	65850	70100
Livingston County, MI HMFA FY 2011 MFI: 83200								
30% OF MEDIAN	17500	20000	22500	24950	26950	28950	30950	32950
VERY LOW INCOME	29150	33300	37450	41600	44950	48300	51600	54950
LOW-INCOME	44950	51400	57800	64200	69350	74500	79650	84750
Flint, MI MSA FY 2011 MFI: 57700								
30% OF MEDIAN	12150	13850	15600	17300	18700	20100	21500	22850
VERY LOW INCOME	20200	23100	26000	28850	31200	33500	35800	38100
LOW-INCOME	32350	36950	41550	46150	49850	53550	57250	60950
Grand Rapids-Wyoming, MI MSA								
Barry County, MI HMFA FY 2011 MFI: 65100								
30% OF MEDIAN	13550	15450	17400	19300	20850	22400	23950	25500
VERY LOW INCOME	22550	25800	29000	32200	34800	37400	39950	42550
LOW-INCOME	36050	41200	46350	51500	55650	59750	63900	68000
Grand Rapids-Wyoming, MI HMFA FY 2011 MFI: 59500								
30% OF MEDIAN	12500	14300	16100	17850	19300	20750	22150	23600
VERY LOW INCOME	20850	23800	26800	29750	32150	34550	36900	39300
LOW-INCOME	33350	38100	42850	47600	51450	55250	59050	62850
Ionia County, MI HMFA FY 2011 MFI: 58300								
30% OF MEDIAN	12250	14000	15750	17500	18900	20300	21700	23100
VERY LOW INCOME	20450	23350	26250	29150	31500	33850	36150	38500
LOW-INCOME	32700	37350	42000	46650	50400	54150	57850	61600
Newaygo County, MI HMFA FY 2011 MFI: 52300								
30% OF MEDIAN	11000	12600	14150	15700	17000	18250	19500	20750
VERY LOW INCOME	18350	20950	23550	26150	28250	30350	32450	34550
LOW-INCOME	29300	33500	37700	41850	45200	48550	51900	55250
Holland-Grand Haven, MI MSA FY 2011 MFI: 65100								
30% OF MEDIAN	13750	15700	17650	19600	21200	22750	24350	25900
VERY LOW INCOME	22900	26150	29400	32650	35300	37900	40500	43100
LOW-INCOME	36600	41800	47050	52250	56450	60650	64800	69000

STATE OF MICHIGAN

FINAL  
SUBMITTAL  
8-2-11  
mailed/emailed

# Planning

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## Economic and Community Development

### Community Development Block Grant (CDBG) Pre-Application

MICHIGAN Strategic Fund  
c/o Michigan Economic Development Corporation  
Community Development Block Grant  
300 North Washington Sq., Lansing, MI 48913  
Version 1/June 1, 2011

## PLANNING PRE-APPLICATION

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
MICHIGAN STRATEGIC FUND

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### PRE-APPLICATION ATTACHMENT REQUIREMENTS

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Please use this checklist to ensure all components of the Pre-Application are included.

- Attachment 1 (Pre-Application Form).
- Attachment 2 (Project Budget).
- Preliminary cost estimates (Question 6c).
- Documentation of the availability and commitment for all matching funds (Question 7).

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### PRE-APPLICATION SUBMISSION

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The completed and signed Pre-Application should be mailed to the address below. Incomplete Pre-Applications will result in delays in processing.

Michigan Strategic Fund  
c/o Michigan Economic Development Corporation  
Community Development Block Grant  
300 N. Washington Square  
Lansing, MI 48913

## PLANNING PRE-APPLICATION

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### PROJECT INFORMATION AND DESCRIPTION

1. Provide the history of the problems associated with this project and explain how this project will help alleviate those problems.

A former 35,000+ sf industrial facility, is one block from downtown and adjacent to a spectacular public park along the Mill Creek. The property was purchased by the DDA who will take possession in September 2012. The building is a brownfield and adjacent to the 4+ acre Mill Creek Park which will be constructed this summer (2011) with the assistance of a \$450,000 Michigan Natural Resources Trust Fund grant and other significant local investment.

The property is within the DDA and currently occupied by several tenants. Tenants pay \$5/sq ft rent. Leases with existing tenants currently are slated to expire in September 2012 when the DDA take possession of the property. There may be opportunities to continue some rental agreements, condoning the property, renovating or demo'ing portions of the building, however the Village must first determine how to move forward with redevelopment of the property. With current bond payments the Village is not likely able to sustain such low rentals, continue to be the property manager and make payments on a taxable bond as a result of the income. The number of variables is problematic to determining how to move forward with the project.

Upon possession of the property the Village must determine how to spur redevelopment of the functionally obsolete and dilapidated property. Portions of the property may be redeveloped, however public/private partnerships may be necessary.

The property fronts on a public park, is slightly encumbered by a DTE substation, but also fronts on a public street (Broad Street). Across Broad Street are 3 (to be) vacant parcels also owned by the Village that have been assembled to assist with redevelopment of the property.

Given the downtown location of the property and the properties placement overlooking a public park, the economy, existing tenants, assembled property, and taxable bonds, the Village requires a plan to determine the best use of the property. A plan will also help to determine what is the most feasible and practical alternative for the property upon September 2012 possession.

2. Describe the objectives of the planning project.

Objectives of the plan include:

1. Evaluation of the building and site - this step will include code compliance, accessibility (site and building), mechanical, electrical and plumbing consideration, flexibility for alternative uses, existing infrastructure constraints, highest and best use.
2. Design Concept Alternatives - Site development alternatives (redevelopment of existing building and/or new building or land use), building reconfiguration, building architectural treatments, landscape/urban design concepts, public infrastructure improvements, access and parking evaluation, concept renderings.

## PLANNING PRE-APPLICATION

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

3. Economic/Market Feasibility Analysis - cost and budget analysis, market overview and leasing expectations; Pro-forma, use analysis, use recommendations.

4. Recommendations/Implementation - Overview of options, recommendations on redevelopment and marketing approach, public/private partnership recommendations, plan implementation strategies.

3. Describe the specific project activities and tasks.

In March 2011 the Village solicited RFQ's from 12 local or referred consultants. 4 consultants submitted qualifications and interviews were scheduled. Following the interviews a preferred consultant was selected. The preferred consultant was selected due to their approach to the project, experience with public and private partnerships and the qualifications of the project team, which included a local real estate broker. To date a contract has not been executed with the preferred consultant.

4. Describe the local and regional impact the planning project will have. Include the following:

a. Identify the development value and expected impact that the planning project will have on the community in six months, two years, and five years.

6 months - Planning and initial implementation of plan, financial decisions on existing bonds, initiating communication with existing tenants and possible redevelopment partners or exit strategies.

2 years - Possession of property, initial implementation of plan recommendations

5 years - Complete plan implementation

b. Explain how the proposed planning project supports related local, regional and state community and economic development strategies.

Locally the plan will support development strategies by implementing the current DDA Downtown Development Plan and Master Plan, redevelopment of a functionally obsolete property owned by the DDA, within the DDA district, downtown and adjacent to a public park. The project will also result in redevelopment of property specifically assembled for the redevelopment purpose:

Regionally the plan will support investment into Dexter, Dexter Schools, Dexter Library, and Washtenaw County. A goal of the project will be to provide potentially more office, retail and residential space in Dexter.

State and Nationally the plan and project supports the objectives of both benefitting low to moderate income persons through job creation and the elimination or prevention of blight through the reuse or redevelopment of a former industrial building.

5. Provide a project timeline that includes the anticipated start and completion dates for the planning project.

## PLANNING PRE-APPLICATION

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

From execution of a contract plan approval should occur within 4 months. Implementation of plan recommendations will begin in September 2012 when the Village takes possession of the property.

6. Complete the project budget, including:

- a. Attachment 2 (Project Budget). Include all funding sources and identify all project activities. There must be separate line items for administration and planning.
- b. Does the proposed project involve administrative costs using CDBG funds?
  - No.
  - Yes. Detail the basis for determining the proposed costs:
- c. Attach cost estimates.

7. Identify the sources of matching funds necessary to complete the project. Provide documentation of the availability and commitment for all matching funds, both local and other matching funds. Documentation must be a signed letter from the funding source. The letter should specifically state the amount of funds, the source of the funds (local water/sewer/general fund, etc.), the anticipated date of availability of funds and the commitment of funds to the proposed project.

General Funds

8. Identify any CDBG Program Income from previously awarded CDBG grants (i.e. Local CDBG Revolving Loan funds) to be included in the proposed project.

None

9. List the type and dollar amount of any local, state or federal incentives associated with this project including grants, loans, tax abatements and tax increment financing. These financial incentives should NOT be included on the project budget.

None

#### NATIONAL OBJECTIVE (AREA BENEFIT PROJECTS ONLY)

10. Describe how the project will meet the National Objective of benefitting low and moderate income persons. Include how the planning grant will benefit the entire community or project area and the low and moderate income percentage for the entire community or project area.

Planning for the development of the DAPCO property and the surrounding properties will result in redevelopment of the area, creation of jobs and significant public investment into

**PLANNING PRE-APPLICATION**

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
MICHIGAN STRATEGIC FUND

extension of the downtown streetscape and downtown improvement.

**NATIONAL OBJECTIVE (FUTURE JOB CREATION PROJECTS ONLY)**

11. Describe how the project will meet the National Objective of benefitting low and moderate income persons. Include how the planning project will lead to future job creation and how the 51% low and moderate income requirement will apply to the future job creation. Implementation of the plan will result in private investment of retail and office space that will provide future job creation. Specific details on job creation will be determined upon determination of the development strategy that gets implemented. It is expected that the planning grant will eventually lead to where at least 51% of the jobs are low to moderate income.

## PLANNING PRE-APPLICATION

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
MICHIGAN STRATEGIC FUND

### LOCAL ADMINISTRATION AND CONFLICT OF INTEREST

12. Please indicate below whether or not the LOCAL GOVERNMENT associated with this Pre-Application has a contractual relationship with one of more of the following entities:

United Auto Workers

Yes  No

Butzel Long

Yes  No

JPFS, LLC

Yes  No

Detroit Economic Growth Corporation

Yes  No

Michigan Economic Development Corporation

Yes  No

Michigan Department of Treasury

Yes  No

Michigan Department of Licensing & Regulatory Affairs

Yes  No

Beringea, LLC

Yes  No

Neogen Corporation

Yes  No

M Group LLC

Yes  No

Paul E. Hodges, III

Yes  No

If yes to any of the above, please describe the nature of the relationship.

13. Respond to the following:

- a. Identify the local officials and/or consultants who helped complete the Pre-Application, will help with the planning study, and/or will help administer the proposed project. Include their names, contact information, qualifications and pertinent experience.

Donna Dettling, Village Manager (ddettling@villageofdexter.org-734-426-8303)

Allison Bishop, AICP, Dexter Community Development Manager (abishop@villageofdexter.org-734-426-8303)- Village Project Manager - Experience

## PLANNING PRE-APPLICATION

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

with development and redevelopment projects in the Village; Planning and Zoning Administrator.

Potential Consultants - OHM/Bird Houk - Rhett Gronevelt, Principle in Charge (rgronevelt@ohm-eng.com-734-466-4582); James Houk, Project Manager (jhouk@bird-houk.com - 614-418-0600

- b. If consultants will be employed using grant funds, explain the process to be used by the local government when selecting the consultant. This selection process must be in accordance with applicable federal regulations set forth in 24 CFR Part 85.

The Village solicited qualifications from consultants based on information provided and how they would approach project planning. The Village has not selected a consultant or entered into any contracts. Consultants did not help prepare the pre-application.

**PLEASE NOTE:** Costs for preparing the Pre-Application and Application (preliminary costs) can be incurred but cannot be included in the project budget as match. CDBG funds may be jeopardized or withdrawn if written authorization from the MSF has not been provided prior to signing an administrative or other service contract for additional expenses other than the preliminary costs specified above.

14. Will local officials and staff be a party to any contract involving the procurement of goods and services assisted with CDBG funds?

Yes       No

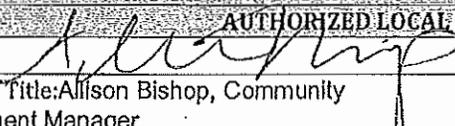
If yes, please describe.

15. Will any person who is an employee, agent, consultant, officer, elected or appointed official of the unit of general local government obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter?

Yes       No

If yes, please describe.

**PLANNING PRE-APPLICATION**  
**MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**  
**MICHIGAN STRATEGIC FUND**

<b>ATTACHMENT 1</b>			
<b>APPLICATION FORM</b>			
IDENTIFICATION OF LOCAL GOVERNMENT		FUNDING SOURCES	
Local Government	Village of Dexter	CDBG	\$ 13250
Street/PO Box	8140 Main Street	CDBG/RLF	\$
City	Dexter	Other State	\$
County	Washtenaw	Other Federal	\$
State/Zip	MI, 48130	Local Unit	\$ 13250
Chief Elected Official, Title	Shawn Keough, Village President	Private	\$
Chief Elected Official, Email	skeough@villageofdexter.org	Other	\$
Local Gov't Contact Name	Allison Bishop	Total	\$ 26500
Local Gov't Contact Title	Community Development Manager	Local Government's DUNS Number (DUNS#): 020103461  Local Government's Federal Identification Number: 38-6004671	
Local Gov't Contact Address	8140 Main Street, Dexter, MI 48130		
Telephone Number	734-426-8303		
Fax Number	734-426-5614		
E-Mail Address	abishop@villageofdexter.org		
<b>PROJECT IS BEING QUALIFIED BASED ON THE BENEFIT TO LOW AND MODERATE INCOME PERSONS</b>			
<b>AUTHORIZED LOCAL GOVERNMENTAL OFFICIAL</b>			
Signature: 			
Name and Title: Allison Bishop, Community Development Manager	Telephone	734-426-8303	Date 6/27/11 8/2/11

**PLANNING PRE-APPLICATION**  
 MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
 MICHIGAN STRATEGIC FUND

ATTACHMENT 2						
PROJECT BUDGET						
Applicant: Village of Dexter				Project Title: DAPCO Redevelopment		
Project Cost Elements	Project Funding Sources (Identify all other sources)					
Activities	CDBG	Private	Local			Total
Project Plan	\$ 13250	\$	\$ 13250	\$	\$	\$ 26500
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
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	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
<b>Total</b>	<b>\$ 13250</b>	<b>\$</b>	<b>\$ 13250</b>	<b>\$</b>	<b>\$</b>	<b>\$ 26500</b>

COMPENSATION

OHM proposes to provide the above outlined professional services on a time and materials basis not to exceed budgets provided below. No new task will be undertaken without the consent of the Village. Our 2011 Rate Schedule is also attached.

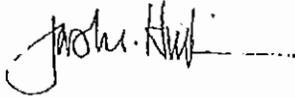
Task I: Building and Site Evaluation:	\$9,500
Task II: Design Concept Alternatives:	\$6,000 (per building reuse option) \$4,000 (per non reuse alternative)
Task II: Economic/ Market Feasibility:	\$3,500
Task IV: Narrative Recommendations:	\$3,500

We are excited for the opportunity to evaluate a significant property in your downtown development area. We look forward to presenting our approach to your committee on June 8<sup>th</sup>. If we can answer any questions, please feel free to give either of us a call.

Very truly yours,  
ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronevelt, P.E.  
Principal-in-Charge



James M. Houk, ASLA, AICP  
Project Manager



## VILLAGE OF DEXTER

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

### Village Council

Shawn Keough  
President

Ray Tell  
President Pro-Tem

Jim Carson  
Trustee

Paul Cousins  
Trustee

Donna Fisher  
Trustee

Joe Semifero  
Trustee

James Smith  
Trustee

### Administration

Donna Dettling  
Manager

Carol Jones  
Clerk

Marie Shery, CPFA  
Treasurer/Finance  
Director

Courtney Nicholls  
Assistant Village  
Manager

Allison Bishop, ACP  
Community  
Development  
Manager

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

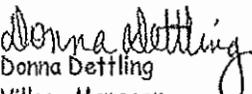
www.  
villageofdexter.org

June 28, 2011

To Whom It May Concern:

The Village of Dexter is committed to making the \$13,250 match upon receipt of a grant through the Economic and Community Development Community Development Block Grant Program. This will be paid for through the Village's general fund. The funding is available immediately.

Sincerely:

  
Donna Dettling  
Village Manager

STATE OF MICHIGAN

# Planning

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## Community Development Block Grant Application

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MICHIGAN STRATEGIC FUND  
C/O MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
300 NORTH WASHINGTON SQ., LANSING, MI 48913  
P: 517-373-6213 | F: 517-373-6683  
CDBG@michigan.org  
Version 1/June 1, 2011

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### APPLICATION PROCESS

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The Application for a Michigan Community Development Block Grant (CDBG) consists of forms and supporting documents necessary to complete the proposed Pre-Application approved by the Michigan Strategic Fund.

#### APPLICATION ATTACHMENT REQUIREMENTS

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Please use this checklist to ensure all components of the Application are included.

- Pre-Application Changes, if applicable (Section 1).
- Attachment 1 - Application Form (Section 2).
- Attachment 2 - Certification of Local Public Participation (Section 4, Question 1).
- Published Public Hearing Notice (Section 4, Question 2).
- Brief description of Public Hearing (Section 4, Question 3).
- Authorizing Resolution (must include all 6 bullets in Section 5).
- Attachment 3 - Certifications by the Authorized Local Governmental Official (Section 6).
- Attachment 4 - Statement of Assurances (Section 6).

#### APPLICATION SUBMISSION

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The completed and signed Application should be mailed to the address below. Incomplete Applications will result in delays in processing.

Michigan Strategic Fund  
C/O Michigan Economic Development Corporation  
Community Development Block Grant  
300 N. Washington Square  
Lansing, MI 48913

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### **SECTION 1 – PRE-APPLICATION CONFIRMATION**

Please confirm whether or not the proposed project described in your Pre-Application is still accurate. Major changes may require a second approval by the Michigan Strategic Fund Board. Please contact your CDBG Project Manager if the proposed project has changed.

1. Pre-Application Project Information and Description:

Is still accurate.

Has changed. Briefly explain the changes below and attach a Pre-Application Project Information and Description with proposed changes.

2. Pre-Application Budget:

Is still accurate.

Has changed. Briefly explain the changes below and attach a Pre-Application Attachment 1 (Application Form) and Pre-Application Attachment 2 (Budget) with proposed changes.

#### **SECTION 2 – APPLICATION FORM**

Complete all items on the Application Form (Attachment 1).

#### **SECTION 3 – COMMUNITY DEVELOPMENT PLAN**

All applicants for funds under the CDBG Program are required to identify their community development and housing needs in accordance with the provisions set forth in Title 1 of the federal Housing and Community Development Act of 1974, as amended.

In order to comply with requirements outlined in federal legislation, it is not necessary for an applicant to prepare an elaborate community development plan. It is expected that most applicants can satisfy this requirement in a two to three page narrative summary plan adopted by their governing body. Please summarize the following major elements in your adopted plan:

1. A statement assessing the needs and problems of the community, including the needs of low and moderate income persons. In all applications, the assessment must address both overall

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

community development and housing needs regardless of the category under which funding is requested.

2. A summary list of possible long-term activities (two years or more) to address the identified needs and problems.

3. A summary of contemplated short-term activities (one to two years) to address the identified needs and problems.

4. A description of the effect the proposed CDBG project will have on the community.

5. A plan for minimizing the displacement of persons as a result of grant assisted activities and to assist persons actually displaced by such activities

#### **SECTION 4 - LOCAL PUBLIC PARTICIPATION DOCUMENTATION**

All applicants for funds under the Michigan CDBG Program are required to adhere to public participation provisions set forth in Title I of the Housing and Community Development Act of 1974, as amended.

A public hearing on the proposed project is required. The Applicant's Pre-Application and Application must be completed and available for review at the public hearing. In order to document that public participation requirements have been met, Section 4 must include the following as attachments:

1. Certification by a duly authorized local government official that the public participation requirements have been accomplished (Attachment 2);

2. A copy of the published public notice as described in the certification above. A minimum five (5) days notice is required.

3. A brief description of the public hearing(s) including the date of hearing(s), number of citizens attending the hearing(s) and a summary description of substantive comments made at the hearing(s).

## **PLANNING APPLICATION**

### **MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND**

#### **SECTION 5 - AUTHORIZING RESOLUTION**

The Authorizing Resolution consists of a local government resolution adopted after completion of the public participation requirements. Attach an authorizing resolution containing the following elements:

1. Identification of the proposed project and amount of funding requested;
2. Statement that the proposed project is consistent with the local community development plan as described in the Application;
3. Statement that at least 51% of the beneficiaries of the proposed project would be low and moderate income persons;
4. Statement that no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs is received from your CDBG Project Manager;
5. Local authorization to submit the Michigan CDBG Application; and
6. Identification by name and title of the person authorized to sign the Application forms and the Grant Agreement.

#### **SECTION 6 - CERTIFICATION AND STATEMENT OF ASSURANCES**

Complete and execute the Certification (Attachment 3) and Statement of Assurances (Attachment 4).

# PLANNING APPLICATION

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
MICHIGAN STRATEGIC FUND

<b>ATTACHMENT 1</b>			
<b>APPLICATION FORM</b>			
<b>IDENTIFICATION OF LOCAL GOVERNMENT</b>		<b>FUNDING SOURCES</b>	
Local Government		CDBG	\$
Street/PO Box		CDBG/RLF	\$
City		Other State	\$
County		Other Federal	\$
State/Zip		Local Unit	\$
Chief Elected Official Name		Private	\$
Chief Elected Official Title		Other	\$
Chief Elected Official Email		Total	\$
Local Gov't Contact Name			
Local Gov't Contact Title		Local Government's DUNS Number ( <u>DUNS#</u> ):	
Local Gov't Contact Address			
Telephone Number		Local Government's Federal Identification Number:	
Fax Number			
E-Mail Address			
Local Gov't Fiscal year end			
<b>PROJECT IS BEING QUALIFIED BASED ON THE BENEFIT TO LOW AND MODERATE INCOME PERSONS</b>			
<b>AUTHORIZED LOCAL GOVERNMENTAL OFFICIAL</b>			
Signature:			
Name	Title	Telephone	Date

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### ATTACHMENT 2 – LOCAL PUBLIC PARTICIPATION DOCUMENTATION

1. The applicant has furnished its citizens with information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken. This includes the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons.
2. The applicant has published a public notice in such manner to afford affected citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities.
3. One or more public hearings have been held to obtain the views of citizens on the proposed application and community development and housing needs.
4. Citizens have been provided reasonable access to the proposed application and related information on community development and housing needs.
5. The applicant will provide its citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of funds if funds are received.
6. The applicant provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income, residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of grantees described in Section 106(a), provided for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction. Opportunities to participate must be made available by advertising in publications, which are distributed in the slum and blight areas and the low and moderate income neighborhoods.
7. The applicant provided citizens with reasonable and timely access to local meetings, information, and records relating to the applicant's proposed use of funds, as required by regulations of the Secretary, and relating to the actual use of funds under this title.
8. The applicant provided for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee.
9. The applicant provided for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. Review of program performance shall apply to previously funded CDBG grants.
10. The applicant has identified how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. If 51% of the expected participants are non-English speaking, the hearings will be advertised in a non-English publication available to those residents. A person fluent in their language must be available to discuss the project and respond to their questions at the hearings.

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

Signature and Title of Authorized Local Governmental Official

Date

### ATTACHMENT 3 – CERTIFICATION BY THE APPLICANT LOCAL GOVERNMENT

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#### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### TITLE I, HOUSING AND COMMUNITY DEVELOPMENT

#### ACT OF 1974, AS AMENDED

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#### MICHIGAN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT

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I, (local government official), of (name of local unit) certify that the (name of local unit):

1. Possesses legal authority to submit a grant application;
2. Has in a timely manner:
  - a. furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons as a result of proposed activities and for assisting persons actually displaced;
  - b. published a public notice (a copy of which is attached) in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities;
  - c. held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and
  - d. made the proposed application available to the public.
3. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284, and will affirmatively further fair housing;
4. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid to the prevention or elimination of slum or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community where other financial resources are not available to meet such needs;
5. Has developed a community development plan that identifies community development and housing needs and specifies both short and long term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;
6. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a

**PLANNING APPLICATION**

MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
MICHIGAN STRATEGIC FUND

condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A).

7. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.
8. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
9. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
10. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
11. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.

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Signature and Title of Authorized Local Governmental Official

---

Date

## **PLANNING APPLICATION**

### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM MICHIGAN STRATEGIC FUND

#### ATTACHMENT 4 – STATEMENT OF ASSURANCES

##### MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

##### MICHIGAN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT

The Grantee hereby assures and certifies that it has complied or shall comply with Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301), and related statutes and implementing rules, regulations, and guidelines applicable to projects financed under the Michigan CDBG program. Specific assurances and certifications include but are not limited to the following:

1. Compliance with grant and financial management guidelines in 24 CFR Part 85, Administrative Requirements for Grants to State and Local Governments, and U.S. Office of Management and Budget Circular No. A-87, Cost Principles for State and Local Governments.
2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statutes and implementing rules and regulations.
3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations.
4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).
5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations.
6. Compliance with OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations and implementing rules and regulations.
7. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8.
8. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project.

The Grantee agrees to assume all of the responsibilities for environmental review, decision making and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.

\_\_\_\_\_  
Signature and Title of Authorized Local Governmental Official

\_\_\_\_\_  
Date

## 2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Area Historical Society Board	10/6/2011	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter Village Council	10/10/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	10/10/2011	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	10/11/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Area Chamber of Commerce	10/12/2011	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins
Chelsea Area Planning Team/Dexter Area Region	10/17/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Village Zoning Board of Appeals	10/17/2011	7:00 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Ray Tell
Dexter Township Board	10/18/2011	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	10/18/2011	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Joe Semifero
Webster Township Board	10/18/2011	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Regional Fire Consolidation	10/19/2011	3:30 p.m.	Scio Township Hall		Shawn Keough
Washtenaw County Board of Commissioners	10/19/2011	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Webster Township Planning	10/19/2011	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw Area Transportation Study-Policy	10/19/2011	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Dexter Downtown Development Authority	10/20/2011	7:30 a.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Healthy Community Steering Committee	10/20/2011	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Area Fire Board	10/20/2011	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Village Town Hall Meeting	10/20/2011	6:30 p.m.	Dexter District Library		
Huron River Watershed Council	10/21/2011	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbo	<a href="http://www.hrwc.org/">http://www.hrwc.org/</a>	Paul Cousins
Dexter Village Council	10/24/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	10/24/2011	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	10/25/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	10/25/2011	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Southeast Michigan Council of Governments	10/27/2011	4:30 p.m.	Crystal Gardens - Howell	<a href="http://www.semco.org">http://www.semco.org</a>	Shawn Keough

Due to the possibility of cancellations please verify the meeting date with the listed website or the Village Representative

AGENDA 10-10-11  
 ITEM H-1



2011 Sign Requests

	Name of Group	Dates	Number Approved	Approval Date	Locations		Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/23-1/3	2 - 28" x 22"	12/9/2010	8, 22	June	Community Orchestra - Concert	6/6-6/17	2 - 3' x 4'	1/3/2011	5, 9
	Friends of the Library - Book Sale	1/6-1/8	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		Boy Scouts - Rummage Sale	6/15-6/18	2 - 4' x 5'	6/1/2011	1, 7
February	K of C - Rummage Sale	1/21-2/5	5 - 18" x 24"	1/7/2011	1, 5, 10, 6, 2	July	Encore Theatre - Intermittent	6/23-7/31	2 - 36" x 24"	1/31/2011	15,16
	St. Andrew's - Monthly Dinner	1/28-2/3	1 - 36" x 24"	12/9/2010	8		St. Joseph - Festival	7/4-7/18	1 - 4' x 4' 4" - 18" x 24"	5/24/2011	1, 2, 5, 6, 10
	Encore Theatre - Intermittent	1/20 - 2/20	2 - 36" x 24"	1/31/2011	15,16	St. Joseph - Flea Market	7/6-7/10	2 - 18" x 24"	7/6/2011	1, 9, 43	
	Friends of the Library - Book Sale	2/3-2/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	August	St. Andrews - Ice Cream Social	7/22-8/4	5 - 18" x 24"	7/8/2011	1, 2, 4, 5, 36
	Knights of Columbus - Fish Fry	2/12-2/26	5 - 18" x 24"	1/24/2011	1, 6, 5, 2, 10		Dexter Daze	7/31-8/14	5 - 18" x 24"	6/7/2011	1, 2, 4, 5, 36
Community Band - Concert	2/14-2/27	1 - 18" x 24"	1/31/2011	1,3,5	Friends of the Library - Book Sale		8/11-8/13	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	
March	Community Orchestra - Concert	2/23-3/6	2 - 3' x 4'	1/3/2011	5, 9	Dexter Band - Car Wash	8/10-8/13	5 - 18" x 24"	8/12/2011	1, 7, 39, 21, 45	
	St. Andrew's - Monthly Dinner	2/25-3/3	1 - 36" x 24"	12/9/2010	8	High School - Blood Drive	8/23-8/30	5 - 18" x 24"	8/3/2011	1, 4, 5, 2, 44	
	Friends of the Library - Book Sale	3/3-3/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	September	Encore Theatre - Intermittent	8/18 - 9/18	2 - 36" x 24"	1/31/2011	15,16
	Historical Society - Art Fair	3/7-3/19	3 - 18" x 24"	12/15/2010	1, 2, 5, 7, 10		Community Orchestra - Concert	8/28-9/11	2 - 3' x 4'	8/26/2011	5, 9
St. Andrew's - Festival of Hymns	3/21 - 4/4	1 - 36" x 24"	3/18/2011	8	St. Andrew's - Monthly Dinner		9/2-9/8	1 - 36" x 24"	12/9/2010	8	
April	Friends of the Library - Book Sale	3/31-4/2	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	St. James - 9/11 Service	9/3-9/12	5 - 18" x 24"	9/2/2011	1, 2, 4, 44, 10	
	St. Andrew's - Monthly Dinner	4/1-4/7	1 - 36" x 24"	12/9/2010	8	Cornerstone - Mom to Mom Sale	9/10-9/24	5 - 18" x 24"	8/18/2011	1, 4, 5, 44, 10	
	St. Andrews - Blood Drive	4/11-4/18	2 - 28" x 22"	12/9/2010	8, 22	Methodist Church - Rummage Sale	9/11-9/25	3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3	
	American Legion - Dinner	4/25-4/29	1 - 18" x 24"	4/25/2011	1	St. Andrews - Blood Drive	9/15-9/26	2 - 28" x 22"	12/9/2010	8, 22	
	Dexter High Drama - Play	4/18-5/1	1 - 4' x 8' 1 - 3' x 3' 1" - 18" x 24" 2 - 2' x 4'	4/12/2010	3, 1, 19	Touchdown Club - BBQ	9/13-9/18	5 - 18" x 24"	9/13/2011	1, 2, 10, 7, 21	
May	Community Band - Concert	4/18-5/1	1 - 18" x 24"	1/31/2011	1,3,5	October	Lion's Club - Apple Daze	9/19-10/1	5 - 18" x 24"	9/2/2011	1, 2, 4, 5, 10
	Historical Scty. - Civil War meeting	4/23-5/2	5 - 22" x 14"	4/18/2011	1, 2, 9, 5, 4		ABCD - Tailgate	9/24-10/1	5 - 18" x 24"	9/15/2011	1, 2, 4, 10, 44
	Encore Theatre - Intermittent	4/7 - 5/8	2 - 36" x 24"	1/31/2011	15,16		Friends of the Library - Book Sale	9/29-10/1	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Methodist Church - Rummage Sale	4/18 - 5/1	3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3	Knights of Columbus - Dinner	9/19-10/3	5 - 18" x 24"	9/12/2011	1, 2, 4, 5, 10	
	St. Andrew's - Monthly Dinner	4/29-5/5	1 - 36" x 24"	12/9/2010	8	St. Andrew's - Monthly Dinner	9/30-10/6	1 - 36" x 24"	12/9/2010	8	
	Relay for Life	5/2-5/16	5 - 18" x 24"	5/2/2011	1, 4, 5, 6 (2)	St. Andrew's - Sauerkraut Supper	10/5-10/19	5 - 18" x 24"	10/3/2011	1, 2, 4, 5, 36	
	St. Andrew's - Quilt Show	5/6-5/14	1 - 36" x 24"	12/9/2010	8	Community Players - Play	10/8-10/31	2 - 4' x 3'	10/1/2011	5, 2	
	Friends of the Library - Book Sale	5/5-5/7	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	Remodelers Home Tour	10/21-10/23	5 - 18" x 24"	9/21/2011	1(2), 15, 42, 20	
	Historical Scty. - Civil War Dinner	5/6-5/20	1 - 4' x 8" 4 - 18" x 24"	5/2/2011	2, 6, 7, 21, 41	Community Band - Concert	10/17-10/31	2 - 2' x 4" 1 - 18" x 24"	10/1/2011	1,3,5	
	St. Joseph - Plant Sale	5/7-5/15	2 - 18" x 24"	5/6/2011	1, 36	November	Community Orchestra - Concert	10/23-11/6	2 - 3' x 4'	8/26/2011	5, 9
Community Orchestra - Concert	5/11-5/22	2 - 3' x 4'	1/3/2011	5, 9	St. Andrew's - Monthly Dinner	10/28-11/3	1 - 36" x 24"	12/9/2010	8		
Remodeled Home Tour	5/13-5/16	3 - 18" x 24"	5/4/2011	1, 15 (2), 20, 42	Friends of the Library - Book Sale	11/3-11/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		
Knights of Columbus-Chicken Broil	5/15-5/30	5 - 18" x 24"	5/6/2011	1, 2, 5, 6, 10	December	Dexter Lions - Tree Sale	11/25-12/24	2 - 3' x 5' 1 - 4' x 8'	10/5/2011	1, 10, 7	
Encore Theatre - Intermittent	5/9-6/5	2 - 36" x 24"	1/31/2011	15,16		St. Andrew's - Monthly Dinner	11/25-12/1	1 - 36" x 24"	12/9/2010	8	
Ice Cream Social	5/22-6/4	5 - 18" x 24"	5/3/2011	1, 2, 6, 7, 36		Community Band - Concert	11/28-12/12	2 - 2' x 4" 1 - 18" x 24"	10/1/2011	1,3,5	
Dexter Soccer Club - Registration	5/28-6/18	5 - 18" x 24"	5/2/2011	5, 10, 4, 32, 11		Friends of the Library - Book Sale	12/1-12/3	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20	
June	Historical Scty. - Civil War Days	5/29-6/12	2 - 4' x 8" 4 - 18" x 24"	5/2/2011	1, 10	Community Orchestra - Concert	12/4-12/18	2 - 3' x 4'	8/26/2011	5, 9	
	St. Andrew's - Rummage Sale	5/31-6/11	1 - 36" x 24"	5/25/2011	2, 4, 5, 6, 36						
	Friends of the Library - Book Sale	6/2-6/4	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20						

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor; 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad; 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor

\*\* Connexions Church received permission to place 4 signs on Sunday mornings through 2011 in locations - 1,5,36,21  
 \*\* Dexter Farmers Market will place up to 5 signs on Saturday and Tuesday to advertise for the market

ITEM H-2  
 APPROVA 10-10-11





# Washtenaw County Sheriff's Activity Log

Area: 39 Dexter Village  
Date Range: 09/01/2011 - 09/30/2011

## Activity Log Citation by Area Report

Log ID: 284831	Date: 09/01/2011	Location: CENTRAL / FIFTH		
Log ID: 285941	Date: 09/02/2011	Location: ANN ARBOR/INVERNESS		Ticket #: SH 273258
	Citation 1: C/I	30/25		
Log ID: 285941	Date: 09/02/2011	Location: ANN ARBOR/INVERNESS		Ticket #: SH 273256
	Citation 1: C/I	30/25		
Log ID: 285941	Date: 09/02/2011	Location: ANN ARBOR/HUDSON		Ticket #: SH 273257
	Citation 1: C/I	Impede	Citation 2: MISD No ops on Person	Citation 3: C/I No Proof of Ins
Log ID: 286006	Date: 09/03/2011	Location: CENTRAL/3RD		
Log ID: 286006	Date: 09/03/2011	Location: MAIN/BAKER		Ticket #: SH266790
	Citation 1: C/I	Non Seatbelt Use		
Log ID: 286011	Date: 09/03/2011	Location: ANN ARBOR/HUDSON		Ticket #: SH 273260
	Citation 1: C/I	Impede		
Log ID: 286011	Date: 09/03/2011	Location: ANN ARBOR/HUDSON		Ticket #: SH 273261
	Citation 1: C/I	30/25	Citation 2: C/I No Proof of Ins	
Log ID: 286262	Date: 09/04/2011	Location: ANN ARBOR ST/MEADOWVIEW DR		Ticket #: SH273262
	Citation 1: C/I	Violation of posted speed limit	Citation 2: C/I Other: No Proof Of Insurance	
Log ID: 286599	Date: 09/06/2011	Location: BAKER RD/DAN HOEY RD		Ticket #: N/A
Log ID: 286846	Date: 09/08/2011	Location: DEXTER-ANN ARBOR/DAN HOEY		Ticket #: SH274538
	Citation 1: C/I	Other: NO PROOF OF INS		
Log ID: 286846	Date: 09/08/2011	Location: MAIN/BAKER		
Log ID: 287389	Date: 09/11/2011	Location: BAKER/DEXTER ANN ARBOR		
Log ID: 287499	Date: 09/11/2011	Location: BAKER/GRAND		Ticket #: SH-272026
	Citation 1: C/I	Other: Seatbelt	Citation 2: C/I Other: No proof of insurance	
Log ID: 287972	Date: 09/14/2011	Location: DEX-A2/MEADOW VIEW		
Log ID: 288172	Date: 09/15/2011	Location: MAIN / BAKER		
Log ID: 288376	Date: 09/16/2011	Location: BROAD/MAIN		Ticket #: NONE
Log ID: 288390	Date: 09/17/2011	Location: BAKER/HUDSON		Ticket #: 11WD01005
	Citation 1: C/I	Other: NO PROOF INS		
Log ID: 288390	Date: 09/16/2011	Location: DEX-A2/HUDSON		Ticket #: 11WD01003
	Citation 1: C/I	Other: DEF BRAKELIGHT		
Log ID: 288633	Date: 09/17/2011	Location: BAKER/HUDSON		Ticket #: SH272381
	Citation 1: C/I	Expired plate		

11-01-11  
 10-10-11  
 4-3  
 11-01-11

**Log ID: 288796**    **Date: 09/18/2011**    **Location: DEX-A2/MEADOWVIEW**  
**Log ID: 288844**    **Date: 09/18/2011**    **Location: MAIN/DAN HOEY**  
**Log ID: 289063**    **Date: 09/19/2011**    **Location: WELLINGTON / BRISTOL**  
**Log ID: 289484**    **Date: 09/21/2011**    **Location: BRISTOL / WELLINGTON**  
**Log ID: 289538**    **Date: 09/22/2011**    **Location: ANN ARBOR/KENSINGTON**                      **Ticket #: NONE**  
**Log ID: 289544**    **Date: 09/22/2011**    **Location: MAIN/CENTRAL**  
**Log ID: 289676**    **Date: 09/22/2011**    **Location: INVERNESS/FOREST**                      **Ticket #: SH 273264**  
                         **Citation 1: MISD**    DWLS                                      **Citation 2: C/I**    No proof of Ins.  
**Log ID: 290031**    **Date: 09/24/2011**    **Location: JEFFORDS/MAIN**                      **Ticket #: SH 273268**  
                         **Citation 1: C/I**    No seatbelt (Driver)  
**Log ID: 290266**    **Date: 09/26/2011**    **Location: BISHOP CIRCLE/DAN HOEY**  
**Log ID: 290571**    **Date: 09/27/2011**    **Location: DEXTER A2 / KENSINGTON**                      **Ticket #: SH274318**  
                         **Citation 1: C/I**    Other: Impeding  
**Log ID: 290913**    **Date: 09/29/2011**    **Location: CENTRAL / SECOND**  
**Log ID: 290913**    **Date: 09/29/2011**    **Location: ANN ARBOR / DOVER**  
**Log ID: 290913**    **Date: 09/29/2011**    **Location: BAKER / KENSINGTON**  
**Log ID: 290913**    **Date: 09/29/2011**    **Location: CENTRAL / FIFTH**

**Total Traffic Stops: 34**  
**Total Citations Issued: 21**  
                         **Total Citation1's: 15**  
                         **Total Citation2's: 5**  
                         **Total Citation3's: 1**  
                         **Tickets Not Issued: 19**  
**Traffic Stops that ended in an Arrest: 1**

AGENDA 10-10-11  
 ITEM H-4

Ann Arbor / Ypsilanti Regional Chamber  
 115 West Huron Street, 3rd Floor  
 Ann Arbor, MI 48104

Recorded First Class  
 US postage  
 PAID  
 Permit 508  
 Ann Arbor, MI

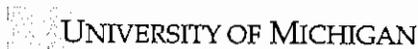
Impact 2011 sponsors

Headliner:



Blue Cross  
 Blue Shield  
 Blue Care Network  
 of Michigan

Nonprofit corporations and independent licensees  
 of the Blue Cross and Blue Shield Association

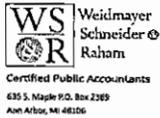


Groundbreaker:

**BUTZEL LONG**  
 ATTORNEYS AND COUNSELORS



Groundbreaker:



Moderator:



Small Business:



**Impact 2011**  
*where you impact our region's future*

Friday, October 14  
 Sheraton Ann Arbor  
 3200 Boardwalk, Ann Arbor  
 11:00am - 4:00pm

*Lunch & refreshments included*

For more information  
 or to register, visit  
[www.a2ychamber.org](http://www.a2ychamber.org)  
 or call (734) 214-0113



## Overview

With the 2010 elections behind us, Impact 2011 will highlight the special role that Washtenaw County is now playing at the state level. From education policy, to legislative initiatives, to economic development and collaboration and best practices; leaders from Washtenaw County are playing a role in making these decisions.

This year's Impact promises to be a wonderful public policy event because we have those leaders here to share and interact with us during a program moderated by Tim Skubick, anchor and producer of "Off the Record," which airs on Michigan public television stations with a weekly audience of 100,000 viewers.

Impact is a great opportunity to learn more about the debates driving our region and our state, to contribute to the discussion and to connect with your community at an exciting time.

## Agenda

- 11:00 **Registration and Networking**
- 11:30 **Welcome & Introductory Remarks**  
*Diane Keller, President & CEO, Ann Arbor / Ypsilanti Regional Chamber*
- 11:35 **Lunch served**
- 12:15 **Education Policy and Initiatives Update**  
*John Austin, President, State Board of Education*
- 12:20 **Education Panel**  
 Featuring State Board of Education members *John Austin* and *Eileen Weiser\**
- 1:15 **Intermission**

- 1:30 **Legislative Forum**  
*Featuring Washtenaw County's delegation to the Michigan Legislature*  
 State Majority Leader, Senator *Randy Richardville* (MI-17)  
 State Senator *Rebekah Warren* (MI-18)  
 State Representative *Mark Ouimet* (MI-52)  
 State Representative *Jeff Irwin* (MI-53)  
 State Representative *David Rutledge* (MI-54)  
 State Representative *Rick Olson* (MI-55)
- 2:30 **Intermission**
- 2:45 **Michigan Economic Development Corporation Update**  
*Michael Finney, CEO, Michigan Economic Development Corporation*
- 2:55 **Executive Panel**  
*Michael Finney and David Behen, Chief Information Officer for the State of Michigan*
- 3:55 **Closing remarks**  
*John Petz, Chair, Ann Arbor / Ypsilanti Regional Chamber Board of Directors*
- 4:00 **Adjourn**

*\*Invited, to be confirmed*

Friday, October 14

**Registration:** 11:00am - 11:30am  
**Lunch:** 11:35am - 12:10pm  
**Program:** 12:15pm - 4:00pm

Sheraton Ann Arbor  
 3200 Boardwalk, Ann Arbor

**Through October 7:** \$60 Chamber members; \$75 prospective members & general public  
**After October 7:** \$75 everyone

Register online at  
[www.a2ychamber.org](http://www.a2ychamber.org)

For further assistance, please contact  
*Robin Lawrence* at (734) 214-0113 or  
[robin@a2ychamber.org](mailto:robin@a2ychamber.org)

For more information about sponsorship opportunities, please contact *Barbara Davenport*, V.P. of Business Development at (734) 214-0104 or [barbara@a2ychamber.org](mailto:barbara@a2ychamber.org)



AGENDA 10-10-11  
ITEM I-1

## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: October 4, 2011

### Planning Commission

**Ordinance Amendments** – The Planning Commission continued their deliberation on the proposed ordinance amendments to the following:

1. Article 7 – Signs
2. Article 5 – Parking and Loading
3. Article 6 – Landscaping Standards
4. Article 15B – Dexter Ann Arbor Road Corridor
5. Article 15D – Baker Road Corridor
6. Article 20 – Schedule of Regulations

The Planning Commission held the required public hearings at the September 6<sup>th</sup> meeting, however postponed action until October 3<sup>rd</sup>. The Planning Commission has recommended approval of all of the above amendments, which will be presented to the Council at the October 24<sup>th</sup> meeting.

**MedHub** – Notification was provided to the Planning Commission and attached is the notification to Council that staff will authorize a minor PUD amendment and site plan approval for the renovations to 3515 Broad Street. See attached.

**DAPCO Addition** – The Planning Commission has recommended approval of the DAPCO Addition – 2500 Bishop Circle East. The site plan will be revised by the applicant and presented to the Village Council at the October 24<sup>th</sup> meeting. The main discussion item related to the installation of a 900 foot sidewalk along Dan Hoey Road and the applicants request to defer installation of the sidewalk at this time.

**Master Plan Update** – The Planning Commission had a work session on the Master Plan prior to the October 3<sup>rd</sup> meeting. The commission went through the plan and reviewed the goals and objectives. Amendments were proposed to the plan and the plan will continue to be reviewed over the next few months. The Planning Commission intends to complete the draft, hold a public hearing to solicit additional public comment and then present the plan to Council for approval prior to circulation to adjacent jurisdictions. Following the 63 day comment period an additional public hearing will be held by the Planning Commission prior to a final plan recommendation to Council for adoption.

## Park Updates

**Mill Creek Park** – An update meeting will be held on Wednesday therefore an email update will be provided following that meeting.

**Border to Border** – The concrete and asphalt will be started this week. Installation of the remaining helical piles should also commence this week and be completed by the end of next.

**Gateway Initiative (Partnership for Prosperity)** – The committee that was created approximately one year ago to implement some of strategies presented at the Partnership for Prosperity conference on linking ecology and commerce will be presented the “brand” by Pure Michigan consultant Mark Lantz this week. An additional update will be provided at the Council meeting. As a follow-up to last years conference the committee is also organizing a follow up conference on November 4<sup>th</sup> from 9 am – 1 pm in Chelsea. Everyone is invited to attend and additional information will follow. The November 4<sup>th</sup> conference will be to present the ideas that the committee has been working on over the last year and to reignite the region and the potential for the areas regional recreation and commerce. The team members part of the initial conference will also be asked to report out on the past years activities. The Village’s team was Jim Carson, Donna Fisher, Jim Smith, Paul Cousins, Carol Jones, Donna Dettling, Paula Palmer-Burns and Allison Bishop.

**5-Healthy Towns Grant** – The Village and Washtenaw County Parks have jointly applied for funding additional play ground equipment in Warrior Creek Park, as supported by the Dexter Wellness Coalition. The Village collaborated with the County due to the maximum \$5,000 funding request per organization. The Village’s match to the project is approximately \$2,150 and the County has committed to an additional \$1,000 for the total project cost of \$13,150 (\$10,000 funding being requested). If the funding is granted the intent it to try to organize a community build project for this fall. Funding announcements will be made within the next few weeks.

**Dexter United Methodist Church** – Staff is working to organize a group of volunteers from the DUMC slated to be in the Village on October 30<sup>th</sup> for a community service day. Staff has a few ideas, however if anyone has any others please let me know.

Please feel free to contact me prior to the meeting.

Thank you.



**Memorandum**

To: MedHub  
 Peter Orr and Thomas May  
 CC: Planning Commission  
 Village Council  
 From: Allison Bishop, AICP, Community Development Manager  
 Re: 3515 Broad Street  
 MedHub PUD Minor Amendment Request  
 Date: October 4, 2011

**BACKGROUND**

In 2000 the Gilbert Company was approved for a PUD at 3515 Broad Street with plans to renovate the historic “Old Mill” into offices and storage space. 3515 Broad Street is located at the intersection of Broad Street and Huron Street adjacent to the railroad. The site was partially completed prior to the property being turned over to the bank. The space is currently occupied by Geek Net, an internet company and the remainder of the space is unfinished. All the exterior upgrades per the PUD and site plan were made in accordance with the 2000 approval.

Peter Orr and Thomas May, applicants, of 3515 Broad Street LLC have requested a minor amendment to the current PUD for 3515 Broad Street and combined site plan approval. The applicant’s have requested a minor amendment to the existing PUD to permit the conversion of planned storage space into office space. The applicant’s have also requested site plan approval for an additional 12 parking spaces.

MedHub is an internet company specializing in software systems for academic physician scheduling. The applicant proposes to convert the project from approximately 5,895 sf of storage to 5,895 sf of office in phases as shown below.

<b>APPROVED PUD</b>	<b>MINOR AMENDMENT REQUEST</b>
3960 sf office	3960 sf office
5895 sf storage	<b>2375 office Phase 1</b>
	<b>3520 Office Phase 2</b>
3970 sf storage (2 story out building)	3970 sf storage (2 story out building)
<b>TOTAL 13,825 sf</b>	<b>TOTAL 13,825 sf</b>



### **PUD Amendment Process**

Per Article 19, PUD, Section 19.13 Amendment and Revision:

- A. A developer may request a change in an approved area plan, an approved preliminary site plan, or an approved final site plan. A change, which results only in a minor change as defined in this Section and as determined by the Zoning Administrator, shall only require a revision to the approved plan and may be approved by the Village Zoning Administrator after notification to the Planning Commission and Village Council and provided the minor change will not significantly alter the PUD as approved by the Village Council, including the appearance of the development and further provided that such change is minor as defined in this Section 19.13.
- B. A request for an amendment shall be made in writing to the Zoning Administrator and shall clearly state the reasons therefore. Such reasons shall be based upon considerations such as changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties, or advantages mutually affecting the interest of Village of Dexter and the developer, such as technical causes, site conditions, state or federal projects and installations, and statutory revisions.
- D. **Minor changes shall include the following:**
  - 1. A change in residential floor area.
  - 2. An increase in nonresidential floor area of five (5) percent or less.
  - 3. Horizontal and/or vertical elevation changes of five (5) percent or less.
  - 4. Designated "Areas not to be disturbed" or open space may be increased.
  - 5. Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
  - 6. Changes to building materials to another higher quality material.
  - 7. Changes in floor plans, which do not alter the character of the use.
  - 8. Slight modification of sign placement or reduction of size.
  - 9. Minor variations in layout, which do not constitute major changes.
  - 10. An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

## REVIEW

### **PUD Review**

Based on the standards set forth in Section 19.13, PUD Amendment and Revision, the Zoning Administrator shall have authority to determine whether a requested change is major or minor, in accordance with this section. The burden shall be on the applicant to show good cause for any requested change.

A change, which results only in a minor change and as determined by the Zoning Administrator, shall only require a revision to the approved plan and may be approved by the Village Zoning Administrator after notification to the Planning Commission and Village Council.

**NOTIFICATION** - Based on the information presented staff has determined that the request was a minor amendment. A minor amendment was determined based on the change in floor plans, which do not alter the character of the use and the minor variation in the layout of the parking to meet the needs of the use change.

## SITE PLAN REVIEW

The PUD request for a minor amendment will be approved by staff. In addition per Section 21.06(A)3, Administrative Site Plan Approval, staff may also administratively approve additional parking, loading/unloading spaces and landscape improvements.

The applicant is proposing a 2 Phase project and building renovations. The following is staff's site plan review of the applicant's project and additional 785 square foot of parking and lot layout revisions.

### **Floor Plans**

As shown on the information provided the applicant and shown in the table above the applicant proposes to renovate existing space from the original storage use to office use. Detailed floor plans were included in the submittal. The applicant is proposing to complete the renovations approved by the Village in 2000 with the modifications to the use of the space for more offices to meet the needs of their growing internet company.

### **Exterior Renovations**

No exterior additions are proposed to the building except adding a guard rail to the existing ramp on the west side of the site used to access the buildings lower level. The applicant proposes to scrap and paint the existing painted building siding and the unfinished wood will be stained to replicate the existing wood siding. The entire building will receive either paint or stain as part of Phase 1 of the project. The roof on the storage building is currently damaged and will also be repaired.

### **Parking and Loading**

14 additional parking spaces are shown on the site plan, however only 10 spaces are actually new spaces in accordance with the 2000 approved area plan (attached). Per Article 5, Parking and Loading, 30 spaces would be required to serve 9,855 sf of office. The applicant has met the parking requirement for office although no parking is provided for storage. The Village parking standards permits flexibility in application. Per Section 5.03G, the Village recognizes that, due to the specific requirements of any given development, inflexible application of the parking standards set forth in Section 5.03 may result in development with inadequate parking or parking far in excess of which is needed, which may result in excessive paving and stormwater runoff

and a waste of space. The Planning Commission may permit deviations from the requirements of Section 5.03 and may require more or allow less parking whenever its finds that such deviations are more likely to provide a sufficient number of parking spaces to accommodate the specific characteristics of the use in question. Based on the information provided by the applicant staff recommends that the Planning Commission approve the 30 parking spaces as provided on the site plan by the applicant.

The additional parking spaces results in an additional 785 sf of pavement. Based on the additional impervious surface (500 cu. ft.) additional landscaping and soil amendments are required in the existing retention basin. The applicant should provide the soil amendment details on the site plan.

Parking lot circulation has been changed to one way to accommodate the additional parking and impacts the aisle widths. The DAFD has reviewed and provided comments on the circulation and fire lanes. One way signage has also been proposed for the site and is shown on the site plan.

Bicycle Parking – In accordance with the bicycle parking requirements one bicycle hoop is required. It is recommended that 2 bicycle hoops be provided. The applicant should provide a location for the bicycle parking on the site plan.

### **Landscaping**

Additional retention basin landscape is required due to the additional impervious surface. The applicant has provided 3 Honey locust trees around the perimeter of the basin and 16 native grasses within the 100 sf soil amended/restoration area to assist with additional water filtration. The applicant shall show the area that the soil amendments will occur to facilitate stormwater infiltration. Soil amendment details shall also be shown on the site plan.

Per Section 6.03 of the Landscaping Standards, sites that do not expand building or parking lot area more than 10% are not required to bring the site into full compliance with the landscaping standards. The applicant has provided a landscaping buffer in accordance with the buffer standards, buffer C. Given a site visit and existing landscaping it is recommended that a fence not be installed and that 3 of the proposed trees be removed from the landscape buffer due to 3 existing trees. It is also recommended that the dying flowering crab tree located at the corner of Huron Street and the project exit be replaced.

### **Site Lighting**

The applicant has not shown any new site lighting. If proposed the applicant shall show the lighting detail and cut sheets on the site plan.

### **Signage**

The applicant has shown additional parking lot signage, including one way signage, as required for vehicular circulation and as required by the Dexter Area Fire Department. No additional signage is proposed at this time.

### **Waste Collection**

The applicant has indicated that trash pick up will be handled through curb carts, therefore a dumpster enclosure has not been provided. The applicant must have the existing dumpster located at the rear of the site removed prior to occupancy.

### **Stormwater Maintenance**

Retention basins require maintenance. The applicant should provide a stormwater maintenance plan on the site plan or as part of the addendum to the PUD. The applicant shall be required to comply with the provisions of the plan to maintain proper function of the system.

**Tap Fees**

Due to the applicants proposal to increase the office use within the building additional tap fees will be required. The existing storage tap fee was credited and based on the 2,375 sf conversion to office the applicant will owe 0.7125 REU or \$5,700 for the Phase 2 Improvements. Upon completion of the Phase 2 improvements the applicant will be required to pay the additional 0.9105 REU or \$7,284.

**Other**

The site currently has pallets stored outside of the large storage building. Per the development agreement and Village ordinances there is to be no outside storage at the site. The applicant shall remove all outside storage.

**Additional Reviews**

The applicant has also been provided with reviews from the Village's engineer and Dexter Area Fire Department. All requirements within the reviews must be addressed.

**PLANNING COMMISSION ACTION**

On October 3, 2010 the Planning Commission was notified of staff's intent to approve the minor amendment request for MedHub, located at 3515 Broad Street. The Planning Commission also made a motion to grant the parking space deviation in accordance with Section 5.03 to permit 30 parking spaces on site in as opposed to the 34 spaces required given the applicant's reduced parking needs and space limitations on the site.

**NO ACTION REQUESTED**

Notification of staff's approval of the minor amendment does not require action by the Village Council. Please provide staff with any feedback on the site plan.

Staff will continue to work through the outstanding site plan issues (listed below) prior to granting approval for the site plan and proposed improvements. The applicant has provided a response letter to the comments, included, and plans to address all outstanding issues.

Thank you.

## CONCLUSION

Based on the information provided by the applicant the following items must be addressed prior to site plan approval:

1. A PUD Amendment Addendum shall be signed and added to the existing development agreement addressing the minor amendment and proposed interior use changes
2. Exterior Renovations shall be noted on the site plan.
3. Planning Commission determination regarding the numerical parking requirements. Provide soil amendment details on the site plan. Information provided.
4. Provide a minimum of one bicycle hoop and show on the site plan.
5. Revise the landscaping plan to eliminate the 6 foot high fence and 3 buffer trees. Add a note about removal and replacement of the dying crab apple tree.
6. Provide more information on any site lighting additions.
7. Add a note to the site plan regarding trash collection and remove the dumpster from the site.
8. Provide a retention basin maintenance schedule for inclusion in the addendum to the PUD.
9. Prior to occupancy the applicant shall submit the required tap fee.
10. The applicant shall remove all outside storage, including the wood pallets currently on the site.
11. Address all other reviewers' outstanding issues.

Please feel free to contact if you have any questions.

Thank you.

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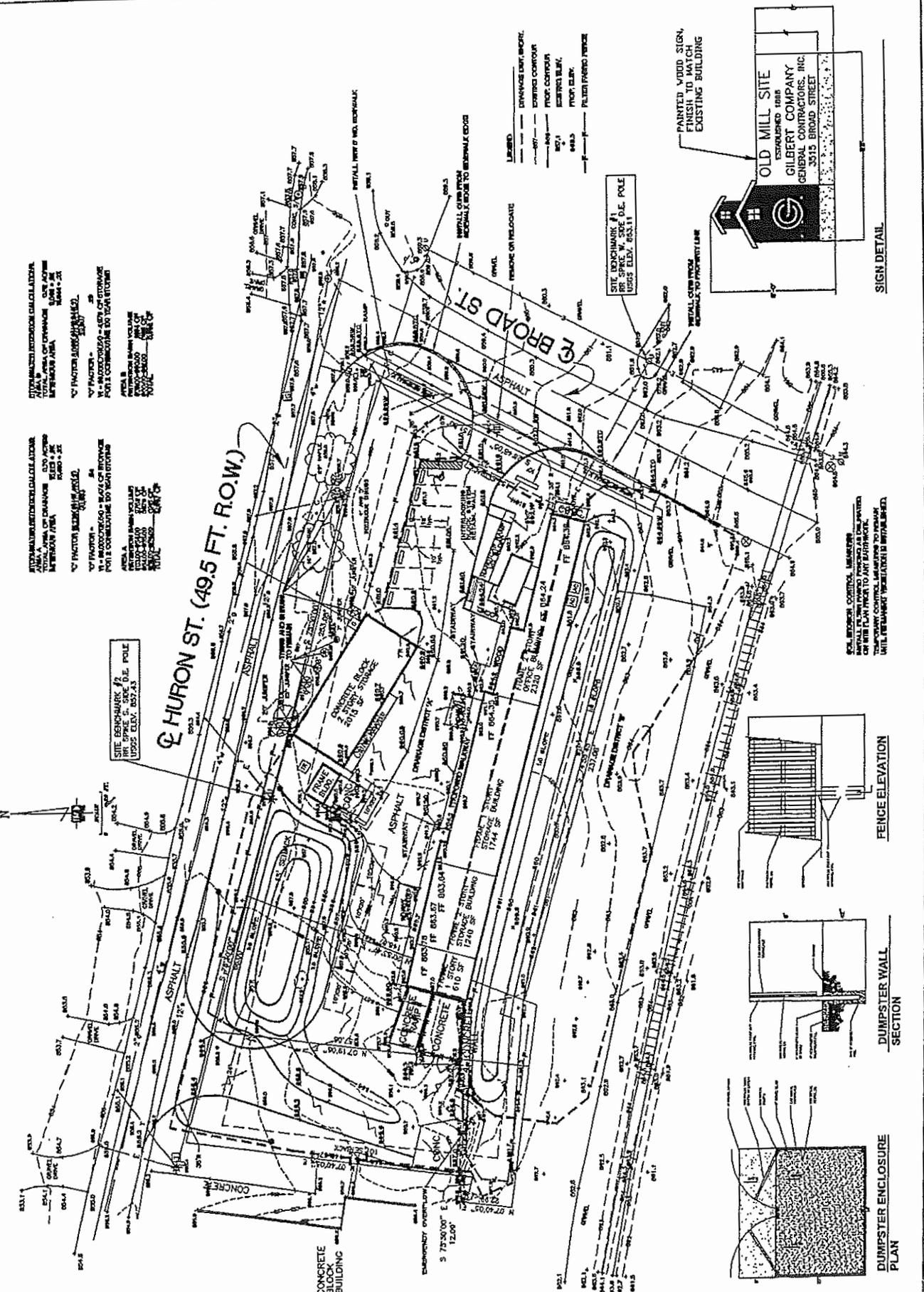
Allison Bishop, AICP  
Community Development Manager  
Village of Dexter

LAND SURVEYING CONSULTANTS  
 GILBERT CO. GENERAL CONTRACTOR INC.  
 1735 W. 35th St.  
 Des Moines, IA 50315  
 Phone: 515-281-1111  
 Fax: 515-281-1111

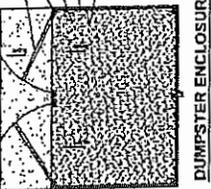
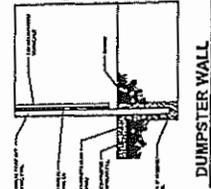
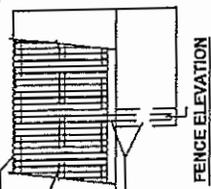
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2 of 2

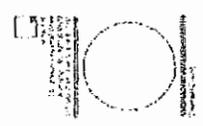


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Concrete Design Inc.



Gilbert Company

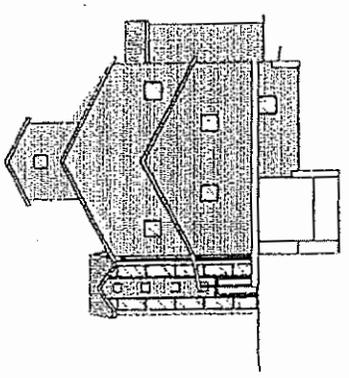
1111 North 1st Street  
 Suite 100  
 Phoenix, AZ 85004

Old Mill Site

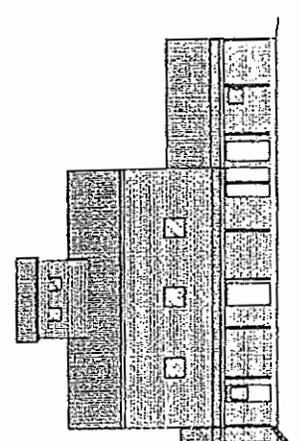
11/15/2011

Project Name	Old Mill Site
Client	Concrete Design Inc.
Architect	Gilbert Company
Scale	1/8" = 1'-0"
Sheet No.	P55

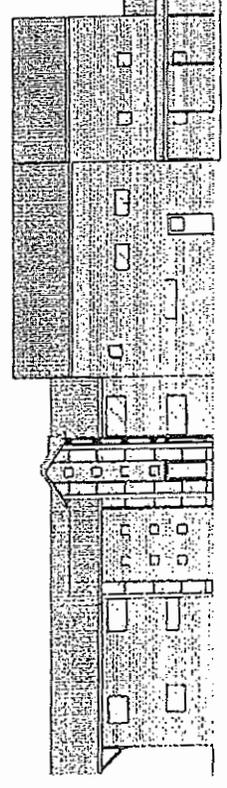
Preliminary Elevations



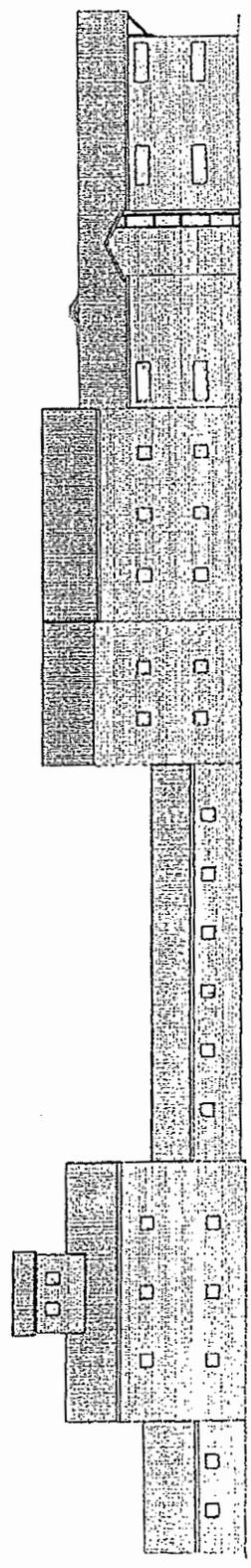
EAST ELEVATION



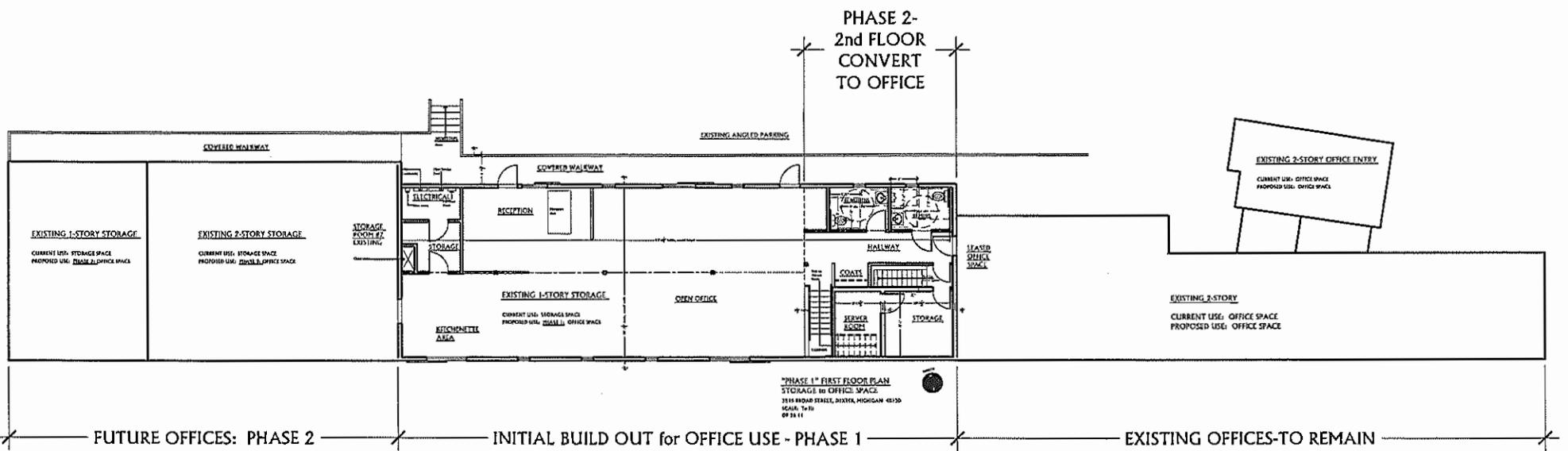
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



September 27, 2011

**VILLAGE OF DEXTER**

8140 Main Street  
Dexter, MI 48130

**OHM**

est.1962

Attention: Ms. Allison Bishop  
Community Development Manger

Regarding: **Offices at The Old Mill – Review #1**  
**OHM Job # 0130-11-1051**

Dear Ms. Bishop:

The design plans dated September 9, 2011 for the above-mentioned project have been reviewed for conformance with the requirements for combined site plans, as indicated in the Village of Dexter Engineering Standards Manual. The plans cannot be recommended for approval at this time. The following comments should be addressed prior to approval:

1. We note that the Village of Dexter Standard Notes are shown on the plans. However, updated Standard Notes need to be included. They are attached.
2. The use of the existing concrete ramp down on the west side of the south building should be clarified. Is it to remain in use? Also, it appears that vehicles using parking spot 26 may have trouble exiting the spot. If so, it should be confirmed that adequate room exists for turning movements in this area.
3. It is recommended that "One-Way" signs (R6-1) also be used at the entrance and exit of the site.
4. The amount of additional pavement proposed on site should be specified on the plans.
5. It is noted that a ¾-inch water service exists to the site. The applicant should provide a basis of design to confirm that the water service size is sufficient for the proposed use. Also, the water service from the water main to the curb stop box was increased to 1 inch as part of a past Village project.
6. The existing and proposed Residential Equivalent Units (REUs) for the site should be provided.
7. The amount of retention currently provided on site should be noted on the plans, along with the amount of required retention per the Village Standards. We note that additional landscaping has been provided at the retention basin. The applicant should confirm that the proposed location is the best location to place the landscaping to facilitate infiltration. In addition, a cross-section of the proposed landscaping and soils should be provided on the plans.
8. The pavement cross-section should have a base course of 2.5 inches of 2C and a wearing course of 1.5 inches of 36A or 13A.
9. It should be confirmed that the existing and proposed facilities will meet ADA standards.
10. The following permits need to be obtained prior to holding the pre-construction meeting:
  - a. Soil Erosion and Sedimentation Control Permit from Washtenaw County Water Resources Commission
  - b. Building Permit from the Washtenaw County Building Department
11. A detailed, itemized construction cost estimate for all water main, sanitary sewer, paving, and drainage improvements should be submitted. The estimate shall be signed and sealed by a professional engineer licensed to practice in the State of Michigan.

Should there be any questions or comments, please contact this office at (734) 522-6711.

Sincerely,  
**ORCHARD, HILTZ & McCLIMENT, INC.**

*Christine AC Phillips*

Christine Phillips, PE  
Project Engineer

cc: Ms. Donna Dettling, Village Manager  
Mr. Dan Schlaff, Utilities Foreman  
Mr. Kurt Augustine, Village Streets Administrator  
3515 Broad Street, LLC, PO Box 4157, Ann Arbor, MI 48106  
Mr. Lincoln Poley, AIA, 234 Nickols Arcade, Ann Arbor, MI 48104

*Advancing Communities*

34000 Plymouth Road | Livonia, Michigan 48150  
p. (734) 522-6711 | f. (734) 522-6427  
www.ohm-advisors.com



# Dexter Area Fire Department

September 25, 2011

Allison Bishop  
Community Development Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

**Re: Plan review of: Offices at the Old Mill**  
**Plans Dated: September 9, 2011**

Dear Mrs. Bishop:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to this department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Fire Protection Ordinance (FPO) and Village Standards. Below are our comments.

**DAFD Comments: none**

**Village of Dexter Engineering Standards (DAFD only reviews and comments on above ground fire hydrants, fire department connections and the water mains that will service these items):** Provide two Storz Connections for the existing fire hydrants closest to this building 1) corner of Broad & Huron St 2) On Huron St by second entrance/exit.

**Fire Protection Ordinance:** Requirements of this ordinance will need to be incorporated in future plans before approval is granted: **Knox Box, Addressing, Fire Alarm Systems and Fire Suppression Systems.** **Fire Lane Widths:** Purchase and Install a Knox Box, Due to width, parking will be allowed on one side of the drive in the area of the retention basin and closest to the block type building. Provide "No Parking Fire Lane" signs. Provide Hand Held Fire Extinguishers as required.

**DAFD Recommendations: DAFD supports approval of this project.**

The Dexter Area Fire Department stands ready to assist you or any member of your team. Should you have questions or comments, please feel free to contact the Fire Chief or the Fire Inspector.

Donald Dettling  
Fire Inspector

cc/

Loren Yates      Fire Chief

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Detroit and Southeast Michigan's premier business news and information website

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By [Jay Greene](#)

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**MedHub Inc.**, an Ann Arbor-based information technology company that specializes in academic physician scheduling software, has added \$10 million this year as it continues to add large teaching hospitals to its client list.

The company sells web-based information management software system that also helps faculty physicians at academic medical students, said Peter Orr, MedHub's CEO.

With some 15 clients that include the **University of Michigan, Cleveland Clinic, Carolina Health System** in Charlotte, N.C., MedHub is in discussions with some six hospitals that could add another 10,000 residents to the more than 11,000 it already serves.

There are more than 110,000 resident physicians in training across the U.S.

To meet increased demand, MedHub also expects to add another three employees this year to its current staff of five.

In 2002, Orr and Tom May, chief technology officer, founded MedHub after talking with officials in the surgery department at **Health Centers** about the need for a collaborative call schedule for 200 first- and second-year residents in 11 residency programs.

One of the goals was to meet tougher documentation and core competency standards required by the **Accreditation Council on Graduate Medical Education** accredits residency programs. Another goal was to improve efficiency.

"Everything that MedHub does used to be done by moving pieces of paper through the university from residents, residency programs, and the (residency) office," said Monica Lyphon, M.D., UM's assistant dean for graduate medical education.

"We would then submit that paperwork to reimbursement folks and they would submit it to Medicare in cost reports : MedHub to streamline the rotation schedules and duty hours to put it the cost report. That's the business case. But t

In 2002, Lybson said ACGME mandated that residency programs complete competency assessments on residents to e

"We are finding out some surprising things with the data," Lybson said. "It allows you to see trends not evident befor we can get some faculty help for them."

During the last nine months, MedHub has added five clients. Earlier this year, MedHub added an international client, hospital in the Middle East in Doha, Qatar.

"We thought the market was set at the remaining institutions that didn't have a system, but now we find everybody i to look at other systems."

Of the nation's 1,200 teaching hospitals and 130 medical schools, Orr said MedHub targets its system to the 200 to 3 residents.

"The bigger story is the last five major contracts we have landed since October 2009 have been switches from our co

"They have been in business far longer than MedHub and MedHub is nearly twice the cost (for its system)," Orr said. the increased cost and climb a fairly high internal political mountain as literally thousands of internal users had becom

Two of MedHub's biggest competitors are **Advanced Informatics** in Minneapolis, and **New Innovations Inc.** of U

Quinn Montgomery, CEO of **Advanced Informatics**, said competition is strong between five or six companies for ne

"The needs of the hospitals and programs are becoming more expansive, larger and more complicated," said Montgo **Accreditation of Healthcare Organizations**) understand what hospitals can do with data and now they expect a

Founded in 1996, Advanced has 375 clients that purchase its e-Value program for their 5,000 residency, dental and p

"We did a competitive analysis in 2001 of the 16 to 17 major competitors and everyone had a few clients, none had a market now."

Montgomery said MedHub is a small but growing company that is doing a good job selling its product.

"They are a fine company as all our competitors are," he said. "They win contracts and they lose ones sometimes. We didn't get that sale as opposed to what MedHub or Innovations are doing. We have a broader sweep of products that

While Advanced sells its e-Value product to individual residency programs or entire institutions, Orr said MedHub only

The MedHub system allows administrators and faculty physicians to document real-time rotation, shift, call and clinic and resident demographics.

Like most companies, MedHub charges hospitals for each physician trainee with an active appointment record in the :

For example, the UM has 1,200 residents in 86 residency programs. At an average payment of \$50,000 per resident, education payments from Medicare, Orr said.

In return, Medicare requires hospitals to document the whereabouts of each resident to receive graduate medical ed

Bob Reske, manager of reimbursements with UM's Hospitals and Health Centers, said MedHub has helped to streamli up incremental reimbursement for about two dozen non-UM residents, called special purpose trainees, who rotate thr

"We were doing a good job at capturing the cost report data with our old system before MedHub, but they have add

Like 2K

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

MAJOR OR MINOR SITE PLAN AMENDMENT REQUEST

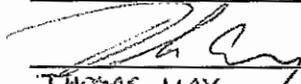
\$300.00 ✓

Rec# 2810  
 Date: 9/12/11

APPLICANT/OWNER

3515 BROAD STREET, LLC

APPLICANT OWNER SIGNATURE

 9/9/2011  
 THOMAS MAY

PROJECT NAME/ZONING

OFFICES AT THE OLD MILL / V.R. / P.U.D.  
@ 3515 BROAD STREET

ADDRESS/OWNER/APPLICANT

P.O. BOX 4157, ANN ARBOR, MI. 48106

PHONE/FAX

734.213.3707 / 734.213.3779

1.  MAJOR AMENDMENT (Per Section 19.13) check all that apply
- Change in concept of the development.
  - Change in use or character of the development.
  - Change in type of dwelling unit as identified on the approved area plan.
  - Increase in the number of dwelling units.
  - Increase and/or decrease in nonresidential floor area of over five (5) percent.
  - Increase and/or decrease in gross floor area or floor area ratio of the entire PUD of more than one (1) percent.
  - Rearrangement of lots, blocks, and building tracts.
  - Change in the character or function of any street.
  - Reduction in land area set aside for common open space or the relocations of such area(s).
  - Horizontal and/or vertical elevation changes of five (5) percent or more.

OR



- MINOR AMENDMENT (PER Section 19.13) check all that apply
- A change in residential floor area.
  - An increase in nonresidential floor area of five (5) percent or less.
  - Horizontal and/or vertical elevation changes of five (5) percent or less.
  - Designated "Areas not to be disturbed" or open space may be increased.
  - Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
  - Changes to building materials to another higher quality material.
  - Changes in floor plans, which do not alter the character of the use.
  - Slight modification of sign placement or reduction of size.
  - Minor variations in layout, which do not constitute major changes.
  - An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

2. Description of the Proposed Amendment: (attach separate narrative if necessary): \_\_\_\_\_

"SEE ATTACHMENT #1, DATED: 09.09.11"

3. Reasons why the amendment is being requested, the burden shall be on the applicant to show good cause for any requested change: (changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties or advantages mutually affecting the interest of the village and the developer such as technical causes, site conditions or state or federal projects and installations or statutory revisions):

"SEE ATTACHMENT # 1, DATED: 09.09.11"

4. Additional Information: \_\_\_\_\_

\* The Zoning Administrator shall have authority to determine whether a requested change is major or minor, in accordance with the ordinance. The burden shall be on the applicant to show good cause for any requested change. Upon approval, revised drawings shall each be signed by the petitioner and the owner(s) of record or the legal representative(s) of said owner(s) and submitted for the record.

*For Office Use Only*

Planning Commission, Notification / Action  
Village Council Notification / Action

10/3/11      Date: 10/3/11  
10/10/11     Date: 10/10/11

REASONS FOR DENIAL:

APPROVAL STAMP

Conditions of Approval:

## **2. Description of the Proposed Amendment:**

2. APPLICANT'S REPLY: The proposed amendment to the existing site plan at 3515 Broad Street will increase the amount of office space in the existing "Old Mill" building by converting part of the existing storage space into office space. No additional structures are to be constructed as a part of this proposed amendment. The existing concrete block storage building located along Huron Street is to be retained, with no change in use.

Phased improvements shall be made to the existing buildings. These changes increase the number of required parking spaces. In order to provide the necessary additional parking spaces a small amount (approximately 784 square feet) of additional impervious surface (asphalt) will be added to the site. The development of the new office space will occur in two phases. Phase one will be the interior build-out of 2,375 square feet of finished office space within the existing building footprint immediately adjacent to, and just west of the existing finished office space. The second phase will be the interior build-out of approximately 3,520 square feet of additional office space within the existing building footprint at the west end of the building.

Additional measures are being included to handle the small amount of additional runoff water from the added asphalt parking lot surface. A fenced and landscaped buffer are being included to meet the use group separation requirement between the subject property and the property to the immediate west (at 8155 Huron Street).

## **3. Reasons why the amendment is being requested, the burden shall be on the applicant to show good cause for any requested change: (changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties or advantages mutually affecting the interest of the village and the developer such as technical causes, site conditions or state or federal projects and installations or statutory revisions):**

3. APPLICANT'S REPLY: The new owners of this property were excited to find a building in the Village of Dexter that would house their I.T. offices now, and that offered the capability for expansion as they grow. The amendment is being requested because the new owners would like to develop the building to its fullest potential by turning unfinished storage space into finished office space. The development of this building as shown in this amendment will bring additional jobs and more people into Dexter, providing positive economic impact for the village.

The owners were also looking for a property that did not require building new structures (or additions) to an existing site/building. They felt that the existing site, at 3515 Broad Street, was extremely interesting and unique, and that the historical aspects of this site, and it's buildings, could meet their functional needs, without making major changes to the buildings or to the site. With this purpose in mind, the owner is requesting this minor amendment to preserve the character and historical qualities that they find intriguing, and worth preserving.

**VILLAGE OF DEXTER  
SITE PLAN REVIEW & SPECIAL USE APPLICATION**

See Fee Schedule for Details; Receipt #: 809 Date Rec'd: 9/2/11

Application is being made for:  Preliminary Site Plan Review;  Final Site Plan Review  
 Combined Site Plan  Special Use Permit

3515 BROAD STREET HD-03-31-475-011 OFFICE/STORAGE VR./P.U.D.  
 Property Address Tax Code I.D. Proposed Use Zoning District

3515 BROAD STREET, LLC., P.O. BOX 4157, ANN ARBOR, MI. 48106 734.213.3707  
 Property Owner, Address, City, State, Zip Phone

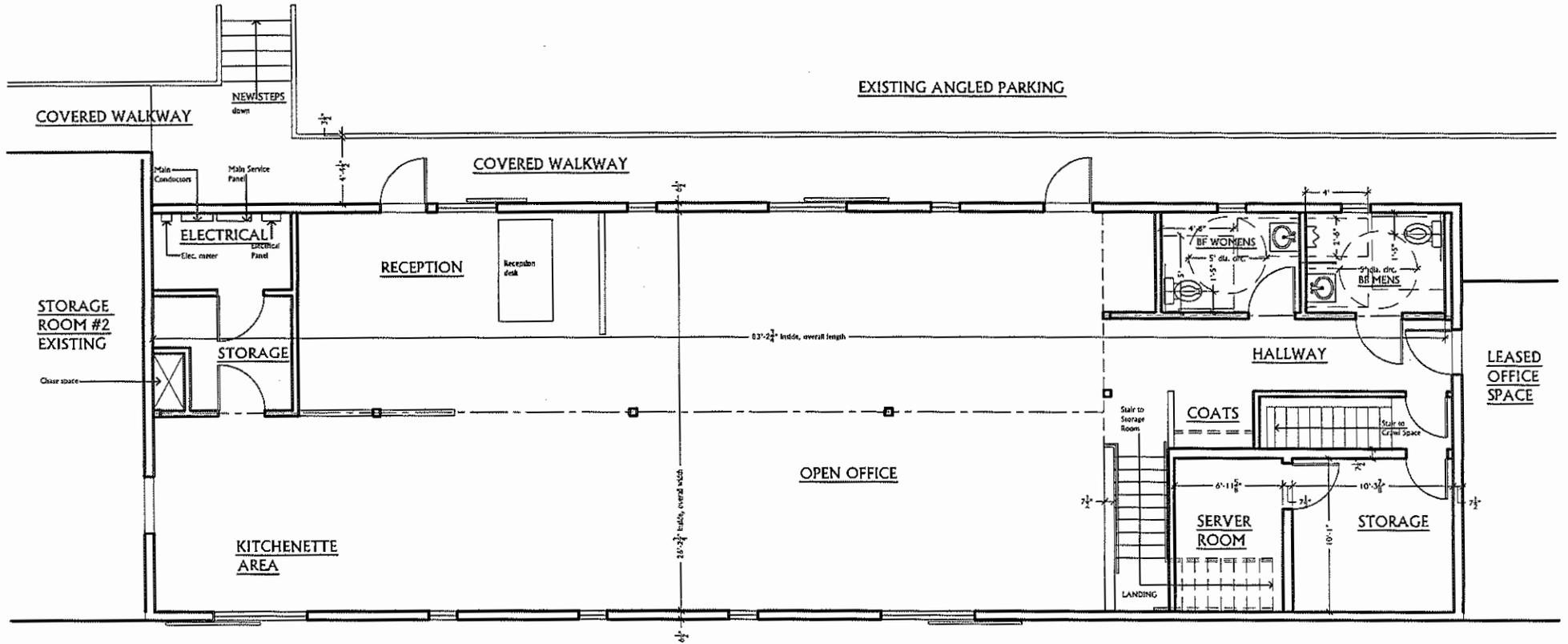
3515 BROAD STREET, LLC.  
PETER ORR + TOM MAY, P.O. BOX 4157, ANN ARBOR, MI. 48106 734.213.3707  
 Applicant, Address, City, State, Zip Phone

LINCOLN POLEY, AIA (ARCHITECT), 234 NICKELS ARCADE, ANN ARBOR, MI. 734.665.0211  
 Representative, (e.g. Engineer), Address, City, State, Zip 48104 Phone

Regulations and Standards (applicant must complete):  
 Applicable standards must be noted on site plan.

	<u>Plan Submitted</u>	<u>Requirement</u>	
1. Front Yard Setback (ft)	<u>15'</u>	<u>15'</u>	<input checked="" type="checkbox"/> check here if corner lot
2. Side Yard Setback (ft)	<u>10'</u>	<u>10'</u>	
3. Rear Yard Setback (ft)	<u>-</u>	<u>-</u>	
4. Lot Coverage (%) (7a/6)	<u>15.95%</u>	<u>30% MAX.</u>	
5. Height (ft)	<u>EXISTING STRUCTURES</u>	<u>35' - 2 1/2 STORIES</u>	
6. Total Site Area (ft)	<u>53,536</u>		
7. a. Blg. Coverage / b. Floor Area(ft)	<u>61.8%</u>		
8. Floor Area Ratio (%) (7b/6)	<u>25.8%</u>		
9. Total Paved area (ft)	<u>19,250 SF</u>		
10. Total Impervious Cov. (7a+15)/6	<u>51.9%</u>		
11. # Parking Stalls	<u>30</u>	<u>34</u>	
12. Density (6/13)	<u>N/A</u>		
13. # Units (residential Only)	<u>N/A</u>		
14. For Multi-Family: efficiency	<u>N/A</u>		
1 bedroom	<u>N/A</u>		
2 bedroom	<u>N/A</u>		





"PHASE 1" FIRST FLOOR PLAN  
 STORAGE to OFFICE SPACE

3515 BROAD STREET, DEXTER, MICHIGAN 48130  
 SCALE: To Fit  
 09 26 11





**lincoln a. poley, architect, aia**  
 234 nickels arcade  
 ann arbor, michigan 48104

2011 / building on thirty-four years

☎ 734.665.0211  
 fax 734.665.8722

September 29, 2011

Ms. Allison Bishop  
 Community Development Manager  
 Village of Dexter  
 8140 Main Street  
 Dexter, Michigan 48130

RE: 3515 Broad Street, Dexter, Site Plan Review  
 MedHub PUD Minor Amendment Request

SUBJECT: Response Letter

Dear Ms. Bishop,

I have received your review comments, dated September 26, 2011, for the above referenced project. I have also received the Dexter Area Fire Department review comments, dated September 25, 2011, and the engineering review comments from OHM, dated September 27, 2011.

The following is a written response to the review comments contained in the letters received. The response to each item review comment has also been addressed with corresponding revisions to the drawings. The revised site plan drawings are attached to this letter.

**DEXTER COMMUNITY DEVELOPMENT MANAGER REVIEW**

The eleven items from your review letter of September 26<sup>th</sup>, required to be addressed prior to site plan approval, are followed by my responses shown in italics. Many of these items are also shown/addressed via revisions, on the revised site plan drawings, as requested.

1. PUD AMENDMENT ADDENDUM: A PUD Amendment Addendum shall be signed and added to the existing development agreement addressing the minor amendment and proposed interior use changes.

*1. REPLY: The Village of Dexter shall draft the PUD Amendment Addendum for review and signature by the property Owners, 3515 Broad Street LLC, and the Village of Dexter. This addendum shall include the revised approved site plan drawings, addressing the minor amendment and the proposed interior changes in use.*

2. EXTERIOR RENOVATIONS: Exterior renovations shall be noted on the site plan.

*2. REPLY: No exterior additions are proposed to the building except adding a guardrail to the existing ramp on the west side of the site used to access the building's lower level. The exterior of the building shall be scraped and painted, where the existing siding is painted, and the unfinished wood shall be stained to replicate the existing wood siding. The entire building will receive either paint or stain as part of Phase 1 of the project. The roof of the existing storage*

building is currently damaged and shall also be repaired. (Also, see drawing sheet, S2.0 for this description).

3. **PARKING REQUIREMENTS:** Planning Commission determination regarding the numerical parking requirements.

3. *REPLY:* The site currently has 16 parking spaces, including one barrier-free parking space. The requirement for a full build-out of the existing storage in the Old Grist Mill Building to office space use would require 30 spaces total. We have added 14 additional parking spaces, including one additional barrier-free parking space (total of 2; one B.F. van space and one B.F. auto space). The Owners feel that a total of 30 parking spaces shall be more than adequate for the long term parking needs of this property. The existing storage building was not used in these parking lot calculations, as the storage building will only be used for long term, dead storage, by the tenants of the office building, and therefore will not factor into added parking demand for the property. (Also, see drawing sheets, S1.0 + S2.0 for parking calculations, phasing of the project and parking lot layout, showing the existing and proposed parking spaces).

3a. **SOIL AMENDMENTS:** Provide soil amendment details on the site plan. Information provided.

3a. *REPLY:* The soil amendment details and descriptive information has been placed on the drawings. There is a cross-section of the proposed landscaping, including these notes. (Also, see drawing sheet, S3.0 for the cross-section and soil amendment notes).

4. **BICYCLE PARKING:** Provide a minimum of one bicycle hoop and show on the site plan.

4. *REPLY:* Per the bicycle parking requirements one bicycle hoop is required. We are proposing to install 2 bicycle hoops, as recommended by the Zoning Official. These two hoops are shown on the proposed site plan, and are located where the pedestrian ramp and the parking lot stair meet, toward the east end of the site near the Broad Street entrance. (Also, see drawing sheet, S2.0 for the bicycle hoops location).

5. **REVISE LANDSCAPE PLAN:** Revise the landscaping plan to eliminate the 6 foot high fence and 3 buffer trees. Add a note about removal and replacement of the dying crab apple tree.

5. *REPLY:* The landscape plan has been revised and the proposed 6' high fence has been eliminated. Three buffer trees along the west property line have been proposed to supplement the three existing deciduous canopy trees along this property line. The dying crab apple tree has been noted to be removed and replaced at the Huron Street (west) exit drive from the property. (Also, see drawing sheets, S1.0 + S2.0 for these noted items, and the revised landscape plan, on S2.0).

6. **SITE LIGHTING:** Provide more information on any site lighting additions.

6. *REPLY:* At the current time there shall be no additional site lighting installed. There are currently three pole mounted, parking lot light fixtures (noted on the drawings).

7. **TRASH COLLECTION:** Add a note on the site plan regarding trash collection and remove the dumpster from the site.

7. *REPLY:* The existing dumpster shall be removed from the site prior to occupancy, as noted on the drawings. The waste collection shall be handled through curb carts stored in the existing

storage building, therefore no dumpster enclosure shall be required. (Also, see drawing sheets, S1.0 + S2.0 for these notes).

8. **RETENTION BASIN:** Provide retention basin maintenance schedule for inclusion in the addendum to the PUD.

8. *REPLY: The retention basin maintenance schedule is attached to this response letter. The maintenance schedule is also included on the site plan drawings. (Also, see drawing sheet, S3.0 for the retention basin maintenance schedule).*

9. **TAP FEE:** Prior to occupancy, the applicant shall submit the required tap fee.

9. *REPLY: The tap fee calculated by the Village of Dexter for Phase 1 construction shall be paid by the property owners prior to occupancy. The applicant shall be responsible to pay \$5,700. for Phase 1 improvements (calculated REU's = 0.7125) The property owners shall pay \$7,284. tap fees when Phase 2 improvements have been completed (calculated REU's = 0.9105).*

10. **OUTSIDE STORAGE:** The applicant shall remove all outside storage, including the wood pallets currently on the site.

10. *REPLY: The existing wood pallets that are stored outside of the large storage building (south side) have been noted to be removed. Also, there shall be no outside storage at the site. All outside storage shall be removed, and no outdoor storage shall be permitted. (Also, see drawing sheet, S2.0 for this description).*

11. **OTHER REVIEWERS' OUTSTANDING ISSUES:** Address other reviewers' outstanding issues.

11. *REPLY: On the following pages of this response letter and on the drawings, we have addressed the outstanding issues noted in the Dexter Area Fire Department review, and the OHM Engineering review.*

## **DEXTER AREA FIRE DEPARTMENT REVIEW**

The items from Dexter Area Fire Department review letter of September 25<sup>th</sup>, required to be addressed prior to site plan approval, are followed by my responses shown in italics. Many of these items are also shown/addressed via revisions, on the revised site plan drawings, as requested.

1. **VILLAGE OF DEXTER ENGINEERING STANDARDS:** (DAFD only reviews and comments on above ground fire hydrants, fire department connections, and the water mains that will service these items): Provide two Storz Connections for the existing fire hydrants closest to this building; 1) Corner of Broad and Huron Streets, 2) On Huron Street by second entrance/exit.

1. *REPLY: We have noted the requirement to provide and install two Storz Connections for the two fire hydrants located in close proximity to the subject property (one at the corner of Broad and Huron Streets, and one on Huron Street by the parking lot exit). These connections shall be installed in accordance with the Village of Dexter Engineering Standards. (Also, see drawing sheet, S2.0 for the hydrant locations and the requirement notes).*

2. **KNOX BOX:** Provide and install a Knox Box.

2. *REPLY: A Knox Box has been called out on the drawings to be provided and installed at the east end of the Old Grist Mill Building to comply with this requirement. (Also, see drawing sheet, S2.0 for the Knox Box location).*

3. ADDRESSING:

3. *REPLY: The building's address shall be placed on the east end of the Old Grist Mill Building, as noted on the drawings. The numerals (3515) shall be a minimum of 6" high, and placed in a conspicuous location, as noted. (Also, see drawing sheet, S2.0 for the address location on the proposed site plan).*

4. FIRE ALARM SYSTEMS AND FIRE SUPPRESSION SYSTEMS: Provide and install Hand Held Fire Extinguishers as required.

4. *REPLY: The buildings shall be equipped with hand-held fire extinguishers, as required by the DAFD and the Local Building Code. Notes affirming this requirement are shown on the proposed site plan drawing. (Also, see drawing sheet, S2.0 for the notes requiring hand-held fire extinguishers).*

5. FIRE LANE WIDTH: Due to width, parking will be allowed on one side of the drive in the area of the retention basin and closest to the block type building. Provide "No Parking Fire Lane" signs.

5. *REPLY: There shall be no parking allowed on the south side of the parking lot driveway, across from the retention basin. Building mounted signs have been noted at this location on the drawings. The "No Parking Fire Lane" sign specifications are included on the drawings. (Also, see drawing sheets, S2.0 + S3.0, for sign locations and sign types).*

## OHM ENGINEERING REVIEW

The items from the OHM engineering review letter of September 27<sup>th</sup>, required to be addressed prior to site plan approval, are followed by my responses shown in italics. Many of these items are also shown/addressed via revisions, on the revised site plan drawings, as requested.

1. We note that the Village of Dexter Standard Notes are shown on the plans. However, updated Standard Notes need to be included. They are attached.

1. *REPLY: The updated Village of Dexter Standard Notes have been included on the revised site plans. (Also, see drawing sheet, S1.0, bottom right margin, for these notes).*

2. The use of the existing concrete ramp down on the west side of the south building should be clarified. Is it to remain in use? Also, it appears that vehicles using parking spot 26 may have trouble exiting the spot. If so, it should be confirmed that adequate room exists for turning movements in this area.

2. *REPLY: The existing concrete ramp down on the west side of the south building shall remain in active use, as a means to access the basement of that building. We have provided turning radius information on the proposed site plan (S2.0) for parking space #26, showing an 18' interior turning radius and a 28' outside turning radius, with the path of exit and entry to the space*

arrowed. We have also included an extra one foot width for space 26 (10' wide, vs. 9'), allowing for more maneuvering space within that space. A 24.5' deep space is provided behind this parking space and space #25. Per our drawing it would appear that adequate room exists for turning movements in this area. (Also, see drawing sheet, S2.0 for maneuvering lines, shown 10' wide, dashed).

3. It is recommended that "One-Way" signs (R6-1) also be used at the entrance and exit of the site.

3. *REPLY:* We have noted that "One-Way" signs (R6-1) shall be provided and installed at the entry drive and exit drive at the site. There is also a sign detail shown on the drawings. (Also, see drawing sheets, S2.0 + S3.0, for sign locations and sign type/details).

4. The amount of additional pavement proposed on site should be specified on the plans.

4. *REPLY:* There is a minimal amount of pavement, 785 square feet, required to accommodate the 14 additional parking spaces. This additional amount of paving has been shown on the site plan, sheet S2.0.

5. It is noted that a ¾-inch water service exists to the site. The applicant should provide a basis of design to confirm that the water service size is sufficient for the proposed use. Also, the water service from the water main to the curb stop box was increased to 1 inch as part of a past Village project.

5. *REPLY:* It is likely that the future development from storage to office use will require an increased water service size. This would be based on the increase in toilet rooms required. It is anticipated that a 1" water service line would be installed from the existing curb stop box to the building. The existing 1" water service line from the water main to the curb stop box would remain. The drawings have been revised to indicate the existing 1" water service line to the curb stop box, and the increased size (1") water service line required from the stop box to 3515 Broad Street. Our mechanical engineer is reviewing the water service line requirements, to confirm this change. (Also, see drawing sheets, S1.0 and S2.0 for the changes noted above).

6. The existing and proposed Residential Equivalent Units (REUs) for the site should be provided

6. *REPLY:* The following calculations have been provided via Allison Bishop, Dexter Community Development Manager. We have also shown these calculations on sheet S2.0, revised proposed site plan.

**Existing REUs:**

3960 sf office –  $3.96 \times .4 = 1.584$   
5410 sf storage –  $5.41 \times .1 = 0.541$

**TOTAL (EXISTING REUs) = 2.125**

**Proposed REUs:**

3960 sf office –  $3.96 \times .4 = 1.584$   
5410 sf office -  $5.41 \times .4 = 2.164$

**TOTAL (PROPOSED REUs) = 3.748**

7. The amount of retention currently provided on site should be noted on the plans, along with the amount of required retention per the Village Standards. We note that additional landscaping has been provided at the retention basin. The applicant should confirm that the proposed location is the best location to place the landscaping to facilitate infiltration. In addition, a cross-section of the proposed landscaping and soils should be provided on the plans.

7. *REPLY: The following information regarding the current retention and the amount of required retention per the Village Standards is provided, as requested.*

EXISTING STORMWATER RETENTION CALCULATIONS

Retention Basin 'A'

Total area of drainage = .70 Acres (30,683 sq. ft.)

Impervious Area = 15,223 sq. ft. @ .9%

Pervious Area = 15,460 sq. ft. @ .2%

$$'C' \text{ Factor} = \frac{15,223(.9)+15,460(.2)}{30,683 \text{ (total area)}} = .54$$

Vt = 33,000(.70)(.54)= 12,474 C.F. of storage for 2 consecutive 100 year storms

Retention Basin 'A' Volume

853.00-854.00	2,763 C.F.
854.00-855.00	3,979 C.F.
855.00-856.00	5,915 C.F.
<u>TOTAL</u>	<u>12,657 C.F.</u>

Retention Basin 'B'

Total area of drainage = .52 Acres (22,907 sq. ft.)

Impervious Area = 3,063 sq. ft. @ .9%

Pervious Area = 19,844 sq. ft. @ .2%

$$'C' \text{ Factor} = \frac{3,063(.9)+19,844(.2)}{22,907 \text{ (total area)}} = .29$$

Vt = 33,000(.70)(.29)= 4,979 C.F. of storage for 2 consecutive 100 year storms

Retention Basin 'B' Volume

859.00-860.00	2,164 C.F.
860.00-861.00	3,198 C.F.
<u>TOTAL</u>	<u>5,362 C.F.</u>

*NOTE: An additional 785 sq. ft. of pavement is to be added to the site. Based on the additional impervious surface additional landscaping and soil amendments are required in the existing retention basin. See sheet S3.00 for soil amendment details.*

*Johnson Hill Land Ethics Studio, the Landscape Architects for the project, have confirmed that the proposed location shown for the additional landscaping at the retention basin is the best location to place the landscaping to facilitate infiltration. In addition, a cross-section of the proposed landscaping and soils has been provided on the revised site plans. This cross-section is located on sheet S3.0 of the revised drawings.*

8. The pavement cross-section should have a base course of 2.5 inches of 2C and a wearing course of 1.5 inches of 36A or 13A.

8. *REPLY: The pavement cross-section has been revised to comply with the recommended 2.5 inches of 2C and a wearing course of 1.5 inches of 36A (or alternatively using 13A). The revised paving cross-section is shown on sheet S2.0.*

9. It should be confirmed that the existing and proposed facilities will meet ADA standards.

9. *REPLY: The existing facilities at 3515 Broad Street provide the necessary improvements to meet ADA Standards. There is barrier-free parking, a barrier-free access walkway to the existing office space and barrier-free interior access, as well as barrier-free toilet rooms. The proposed facilities shall also follow all ADA Standards regarding exterior and interior barrier-free access, barrier-free restrooms, accessible mounting heights, etc. (This note also appears on the revised site plan drawing, sheet S2.0, in the Notes Column.)*

10. The following permits need to be obtained prior to holding the pre-construction meeting:  
a. Soil Erosion and Sedimentation Control Permit from Washtenaw County Water Resources Commission  
b. Building Permit from the Washtenaw County Building Department.

10. *REPLY: The permits as noted above shall be obtained prior to holding the pre-construction meeting. Those permits include: a. Soil Erosion and Sedimentation Control Permit from Washtenaw County Water Resources Commission b. Building Permit from the Washtenaw County Building Department. (This note also appears on the revised site plan drawing, sheet S2.0, in the Notes Column.)*

11. A detailed, itemized construction cost estimate for all water main, sanitary sewer, paving, and drainage improvements should be submitted. The estimate shall be signed and sealed by a professional engineer licensed to practice in the State of Michigan.

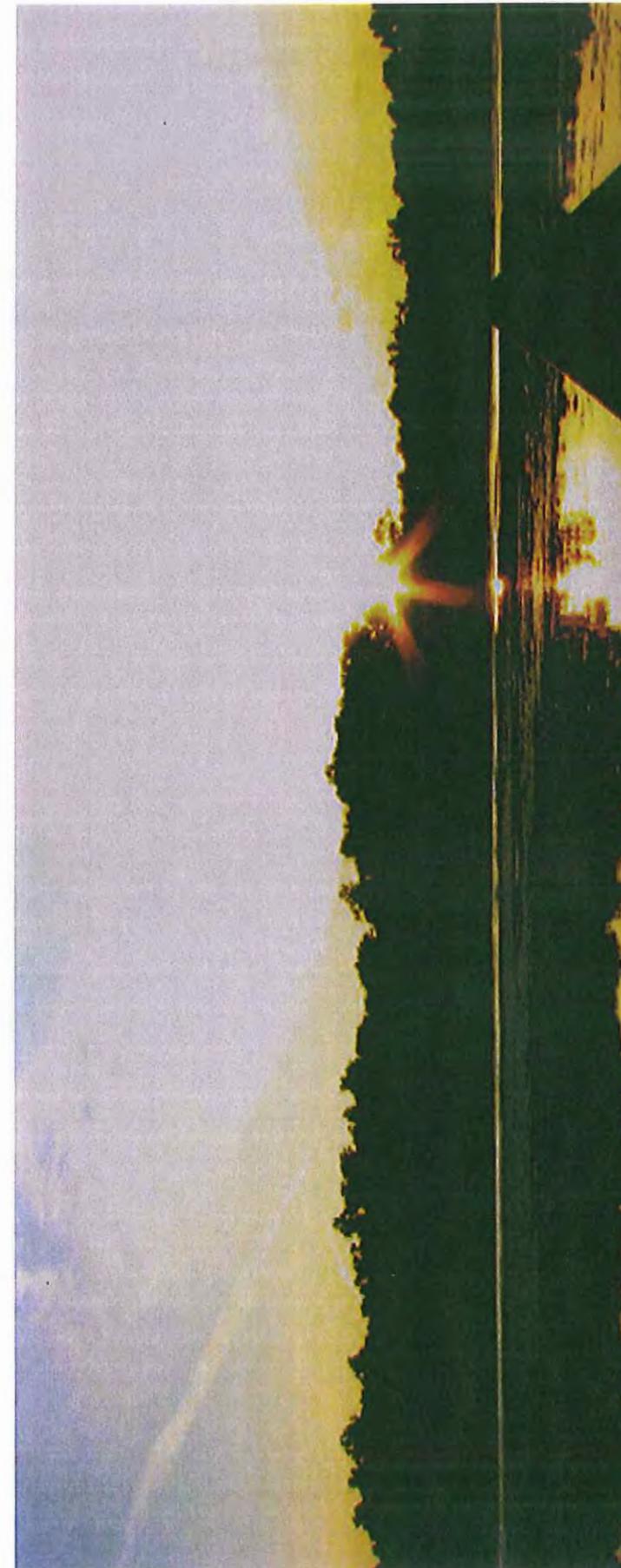
11. *REPLY: A detailed, itemized construction cost estimate for all water main, sanitary sewer, paving, and drainage improvements shall be submitted to the Village for review prior to construction. The estimate shall be signed and sealed by a professional engineer licensed to practice in the State of Michigan (This note also appears on the revised site plan drawing, sheet S2.0, in the Notes Column.)*

Respectfully Submitted,



Lincoln A. Poley, AIA  
Lincoln A. Poley, Architect, AIA





## The Lakes District

There's something about the water. The way it feels, cool and fresh, on a bright summer day. The way it laps, alive and welcoming, at the side of your boat. The way it shimmers, thoughtful and serene, in the first light of dawn. There's something about the water. It comforts the body; it calls to the soul. There's something about the water. It beckons us, live once again like you did when you were young, savor a stillness this world rarely offers, let me show you the way to the heart of the woods. Yes, there's something about the water. And there's a place you can find it. A landscape blessed with rivers and brooks, millponds and lakes. Where 30,000 acres of parkland wait to be explored and the towns on the map will charm their way into your heart. Here in the heart of Southern Michigan, there's something about the water. We are The Lakes District. **Come On In, The Water's Fine.**



## The Hometown Communities

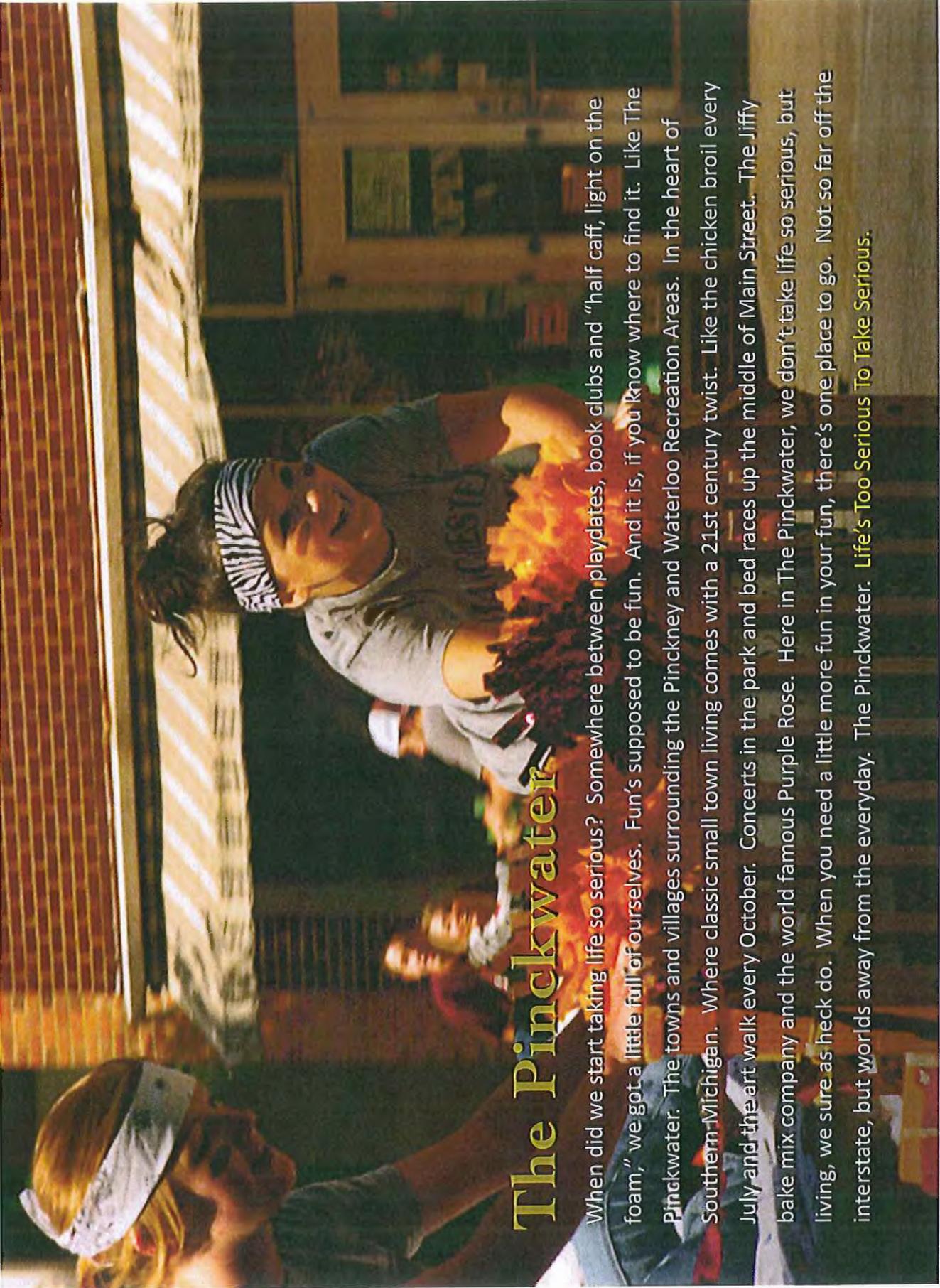
Hometown. It's a simple enough word. But it says so much. About traditions we cherish and values we live by. Hometown. It's a place out of memory that stays with us forever, wherever we go. Hometown. Where neighbors are friends and friends are like family. Welcome to the Hometown Communities. Dexter and Pinckney, Chelsea and Manchester, historic villages and towns in the heart of southern Michigan. Where the welcome you'll find is the same we would offer to one of our own. Walk down our main streets, search through our shops, stop by our cider mills, play in our parks, step into our bakeries and give in to temptation. These are heirloom communities where memories are made fresh every day. No, not everyone grew up in a hometown like this. But most everyone we meet wishes they did. Come for a visit and make our hometown yours. Who knows? Maybe you'll stay. The Hometown Communities of Southern Michigan. No matter what they tell you. **You Can Go Home Again.**

# The Michigan Heartland

There's still a place, not so far from where you live, where the way things are will remind you again of the way they used to be. There's still a place, nestled among the cities, where the charm of historic towns is matched only by the beauty of the land that binds them. There's still a place where folks are glad to know you, where holiday celebrations feel like family reunions and everyone is welcome to join the parade.

Welcome to The Michigan Heartland. Where the Christmas trees come from. Where the maple runs every spring and apples are pressed every fall. Where the corn grows tall and sweet and the sweets are made – even now – by hand. Some things in this life are worth holding on to. And there's still a place in this world where you know you can find them. West of the big city, east of the great lake. Chelsea and Dexter, Pinckney and Manchester. The Michigan Heartland. **Welcome Back.**





## The Pinckwater

When did we start taking life so serious? Somewhere between playdates, book clubs and “half caff, light on the foam,” we got a little full of ourselves. Fun’s supposed to be fun. And it is, if you know where to find it. Like The Pinckwater. The towns and villages surrounding the Pinckney and Waterloo Recreation Areas. In the heart of Southern Michigan. Where classic small town living comes with a 21st century twist. Like the chicken broil every July and the art walk every October. Concerts in the park and bed races up the middle of Main Street. The Jiffy bake mix company and the world famous Purple Rose. Here in The Pinckwater, we don’t take life so serious, but living, we sure as heck do. When you need a little more fun in your fun, there’s one place to go. Not so far off the interstate, but worlds away from the everyday. The Pinckwater. **Life’s Too Serious To Take Serious.**

**VILLAGE OF DEXTER**

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 11 Fax (734)426-5614

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: October 5, 2011**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of October 10, 2011**

1. Meeting Review:
  - September 21<sup>st</sup> – Economic Gardening Workshop in Lansing
  - September 23<sup>rd</sup> - OHM & Tetra Tech re: Scope of Services Sludge Handling Project
  - September 28<sup>th</sup> – Tom Covert, DDA Treasurer re: Update Financial Forecast
  - September 28<sup>th</sup> – OHM Project Update Meeting
  - September 29<sup>th</sup> – Tom Traciak conference call re: RD Refinance
  - September 29<sup>th</sup> - Bill Beach re: free consult State Boundary Commission
  - September 30<sup>th</sup> – Lisa Lewis of QED re: Facility Tour
  - October 1<sup>st</sup> – Apple Daze
  
2. Upcoming Meeting Review:
  - October 11<sup>th</sup> – 5 Healthy Communities Dexter Coalition Meeting
  - October 14<sup>th</sup> – Impact 2011
  - October 20<sup>th</sup> – Townhall Meeting
  - November 4<sup>th</sup> – Gateways Initiative
  
3. RD Sewer Bonds. Staff is in discussions with Tom Traciak our Financial Consultant analyzing how we might improve our debt obligations on the Rural Development Debt in Water and Sewer. The analysis doesn't cost us anything, and staff will bring more information to Council as it is available.
  
4. Bill Beach Cityhood Inquiry. Mr. Beach an Attorney that specializes in 425 Agreements and Annexation matters contacted me to find out more about the Village's effort to become a City. Mr. Beach is a technical legal advisor for the Michigan Municipal League on Annexation, 425 Agreements, and Boundary Commission matters. He offered to meet with the Village free of charge to provide his view of our options. He confirmed what we have found, that including an area covered under a 425 Agreement in a cityhood petition is uncharted territory, making it difficult to receive definitive direction from the Boundary Commission.
  
5. Grand Street Water and Sewer. I received an impromptu inquiry from Enviroassist regarding the property at 7961 Grand Street (home is vacant), specifically regarding the availability of water and sewer to this property. I informed them that the home is on well and septic. The attached utility map illustrates the location of the property in relationship to the water mains and sanitary sewer mains. As this area continues to be looked at for redevelopment, a plan for providing water, sewer and storm utilities will need to be developed.

6. Potential Westridge Resident. I was contacted by a potential new resident of Westridge last week, who is getting ready to close on a lot in Westridge to build a home and move his family to Dexter. He wanted to make sure that the foot bridge under the railroad was going to be completed and inquired about other non-motorized projects in the area. He wanted me to know that his decision to buy a lot in Westridge was dependent upon this infrastructure.
7. Engineering Standards Manual Revisions-Status Update. Council approved a scope of services with OHM last year to review and revise the Engineering Standards Manual. OHM has completed initial revisions incorporating technical changes to outdated standards. Village staff and OHM still need to meet to review and make recommended changes to the draft document before the Manual is presented to Planning Commission. The goal is to have a staff reviewed "Draft" of the Engineering Standards on the December Planning Commission Agenda. Staff recommends that this be followed by a Council Work Session to review the document in early 2012.
8. Townhall Meeting. We are set for a General Topics Townhall meeting on October 20, 2011 at 6:30 p.m. at the Dexter District Library.
9. Red Cross Breakfast. Attached is information from the Red Cross Advisory Council Breakfast on September 30. Topics included their efforts at collaboration and regionalization with surrounding Red Cross Chapters, Red Cross activities in the County, and needs and priorities of the organization moving forward.
10. Economic Vitality Incentive Program (EVIP). Phase I of the Economic Vitality Incentive Program (formally known as statutory revenue sharing) requires the posting of a citizen's guide to municipal finance and a performance dashboard. This posting was required to be met by October 1. Last week we posted these items to the home page of our website along with several of the financial documents we already had available on the site. A copy of these documents is attached. Also included is the original suggested form from the State that includes a few additional categories. As we gather the additional information necessary to complete those questions we will add them back to our form. The required certification form was submitted prior to the deadline, so we will receive our EVIP payment of \$1,478. To be eligible for the next \$1,478 we will need to submit a plan regarding shared services to the State by January 1, 2012. The final \$1,478 will be distributed after we submit a plan to meet the requirements for personnel costs by May 1, 2012.
11. Health Care. Governor Snyder has signed Senate Bill 7 which sets a cap at the amount a local government can pay for health care at \$5,500 for a single plan and \$15,000 for a family plan. The bill provides two different opt-out provisions. A local government can opt out of the \$15,000 cap requirement and instead require employees to pay 20% of their health care premium through a majority vote of Council. A local government can also opt out of the provisions of the bill entirely with a 2/3 vote of Council. Non-compliance (not opting out and not enacting the provisions of the act) would result in a 10% reduction of the \$4435 EVIP payment the Village is eligible to receive. The statute takes effect at the local government's next health care renewal date after January 1,

2012, which, for the Village, is June 1, 2012. Currently the Village pays \$6,100 per single and \$16,300 per family for a \$1000/\$2000 deductible plan. Non-union employees pay their own deductible, union employees have their deductible paid by the Village. The bill will not take effect for union employees until the expiration of their contract in March 2014. The Village will be receiving plan renewal options in April 2012. Due to lower than expected utilization in the small business segment of Blue Care Network's plans the Village has received a refund check for \$4,694.08, which is 2.5% of our 2011 premium. Rate increases for next year are expected to be the lowest in several years – the early estimate is around 7%.

12. Forest Street Home Demolitions. Michcon has removed the gas service to 8087 Forest which was the last utility removal necessary prior to demolition of both buildings. When the contractor went to Washtenaw County to obtain the demolition permit, he was told that we also needed a soil erosion permit, due to the proximity to Mill Creek. The soil erosion permit has been filed. As soon as it is received the demolitions will occur.
13. MERS. We have received our updated contribution rate from MERS after implementation of the bridge program and closing the defined benefit plan to new hires. This action has reduced the Village's required contribution effective July 1, 2011 from approx. \$84,000 (10% of salary) per year to approx. \$43,200 (5% of salary). A letter from MERS confirming this is attached. For fiscal year 11-12 we budgeted to pay 10% of salary. Closing the defined benefit program has the effect of lowering the number of years over which our unfunded liability is amortized. As of December 31, 2010 our funded percentage was 78% which means our unfunded liability is \$734,848. To help pay off our unfunded liability faster, staff is recommending that we continue to pay the 10% that has been budgeted for this fiscal year. Due to the multiplier change we do expect the unfunded liability number to drop, however we will not know the actual reduction until our next valuation is completed as of December 31, 2011 which will be available in May 2012.
14. Retiree Health Care. Staff received a draft of the Village's retiree health care actuarial. Some additional clarification was needed to several assumptions that were used. Once these changes are made, the report will be finalized and distributed to Council.
15. Water Tower Cleaning. H2O Tower the same company that cleaned the Water Tower in 2004 cleaned the outside of the Water Tower last week.
16. Sidewalk Replacement. The sidewalk replacement project has started. Replacements have occurred in the original Village area and Huron Farms. The contractor will then be moving on to Dexter Crossing and Westridge. As staff reviewed the areas with the contractor several of the intersections proposed for Americans with Disabilities Act improvements require more work than was originally budgeted. All of the non-ADA replacements will occur and the remaining funds will be used to correctly upgrade as many of these intersections as possible. Future ADA intersection projects will be proposed in upcoming budget years.





# Washtenaw County Parcel Report

Parcel ID: HD-08-06-285-004

Report generated 9/26/2011 3:37:26 PM

## Parcel Information

**PIN:** HD-08-06-285-004  
**CVT Code:** HD  
**CVT Description:** VILLAGE OF DEXTER/SCIO  
**School:** 81050 , DEXTER COMMUNITY SCHOOLS  
**Property Class:** 401 , RESIDENTIAL

## Property Information

**Address:** 7961 GRAND ST  
 DEXTER , MI 48130

## Owner Information

**Owner:** KAUPP, DOROTHY E

**Address:** 42610 RAVINA LN  
 NORTHVILLE , MI 48168-2039



Parcel highlighted in blue

## Homestead Information

**Homestead Percent:** 0 %

## Values

**Assessed Value:** \$ **SEV:** \$ 67000  
**Capped Value:** \$ 54644 **Taxable Value:** \$ 54644

## Drain Assessment (not incl. drain debts)

## Sales (last 3 max)

Year	Drain Name	Amount
------	------------	--------

Date	Sale Price	Type
------	------------	------

## Tax Description

COM AT INTERSECTION OF CENTERS OF GRAND & BAKER STS, TH N 48-11-00 W 573.77 FT FOR A POB, TH N 48-11-00 W 111.85 FT, TH S 37-25-00 W 490.30 FT, TH S 49-06-00 E 37.09 FT, TH S 15-41-00 E 92.66 FT, TH N 37-30-00 E 541.38 FT TO THE POB, DEXTER VILLAGE. PT NW FRL 1/4 SEC 6, T2S-R5E 1.16 AC.

This report is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
 Washtenaw County Equalization Department: (734) 222-6662  
 Office of the Washtenaw County Water Resource Commissioner: (734) 222-6860



Washtenaw Red Cross  
Advisory Council Meeting  
9/30/11

- I Breakfast
- II Introductions & Opening Remarks – Mark Ouimet  
Doing “business” in this economy – collaboration and regionalized efforts
- III One Red Cross – Leadership Observations – Chris Conlin
- IV Update on disaster deployments/local services - Donna Duvin  
Regionalization within Southeastern MI ARC  
Merger with Lenawee County ARC  
Priority Initiatives
  - o Rapid Ready teams
  - o Special needs sheltering
  - o VA / military family support
  - o Inc. blood supply
  - o CPR/FA training – youth and families
- V Q & A – Donna & Chris
- VI Where We Need Help – Donna and Chris
- VII Closing

Donna Duvin  
Chief Executive Officer  
Washtenaw County Chapter  
American Red Cross  
(734) 971-5412 (direct line)  
(734) 260-0118 (cell)

## WASHTENAW COUNTY CHAPTER July 1, 2010 to June 30, 2011

- Provided assistance to over 60 families affected by house fires
- Delivered preparedness education and information to over 6,500 individuals in our most vulnerable neighborhoods.
- Relayed nearly 400 emergency messages for military members and their families
- Initiated 5 international tracing cases for local families separated by disasters, civil or armed conflict
- Provided over 48,000 individuals with lifesaving CPR, First Aid, and water safety training
- Provided First Aid Stations at nearly 150 events, treating over 1,500 individuals—including 2 cardiac arrest “saves”
- Involved over 1,300 volunteers in efforts to serve people facing crisis in Washtenaw.

**Washtenaw County Chapter  
American Red Cross  
Contact Donna Duvin (734) 971-5412 or [duvind@usa.redcross.org](mailto:duvind@usa.redcross.org)**

**Now There are Even More Ways to Help!**

We are seeking:

Facilities in Ypsilanti and outlying communities that could serve as Mass Care shelters (capable of housing at least 100 indiv. at 40 sq. ft. per person)

Community Partners to help us plan for/meet the sheltering concerns of special needs evacuees

Institutions/Organizations that employ healthcare or mental health professionals interested in establishing a Rapid Response Team, enabling employees to deploy in times of disaster

Organizations interested in helping to buy, fill, and distribute backpacks (with school and other supplies) to children being relocated with their military parents. (We need ~ 200 filled backpacks per month)

Organizations/individuals to help us boost our blood collections at blood center/ drive locations to 110% of original goal. Call 1-800-RedCross for info on blood center-hours and exiting drives.

Everyone's help promoting the Wolverines for Life Drive on Nov. 16<sup>th</sup> to collect blood, register marrow donors/organ donors. For info go to: <http://wolverinesforlife.org/>

Your ideas for replacing \$30,000 worth of Michigan Model support that provided Red Cross first aid/preparedness/safety training to Washtenaw's elementary school students.

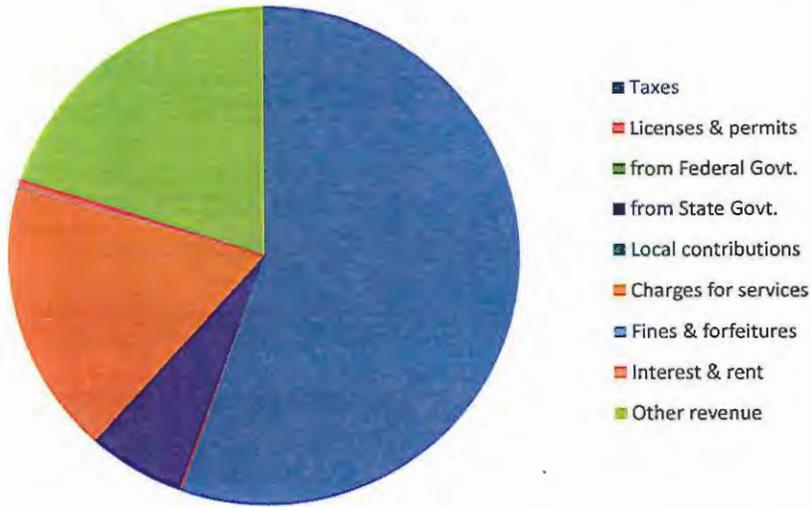
Your name and contact info: \_\_\_\_\_



### Village of Dexter - Performance Dashboard

	2009	2010	Trend	Performance
<b>Fiscal Stability</b>				
Annual GF Expenditures per capita	\$740	\$733 →	-1.0%	Neutral
Fund Balance as % of Annual GF Expenditures	52.2%	52.6% →	0.7%	Neutral
Unfunded Pension & Retiree health care liability, as a % of annual GF revenue	77%	79% ↑	3.6%	Negative
Debt burden per capita	\$3,024	\$3,668 ↑	21.3%	Negative
Taxable Value	\$214,156,116.00	\$203,509,778.00 ↓	-5.0%	Negative
Ratio of pensioners to employees	0.13	0.27 ↑	113.3%	Negative
Number of services delivered via cooperative venture	5	5 →	0.0%	Neutral
<b>Public Safety</b>				
Robbery/Larceny/Burglary crimes per thousand	10	9 ↓	-12.2%	Positive
Traffic Crashes	122	95 ↓	-22.1%	Positive
<b>Quality of Life</b>				
Average Road Condition Rating (1-lowest; 10-highest)	5.80	6.00 ↑	3.4%	Positive
Acres of park per thousand residents	10.7	14.3 ↑	33.8%	Positive

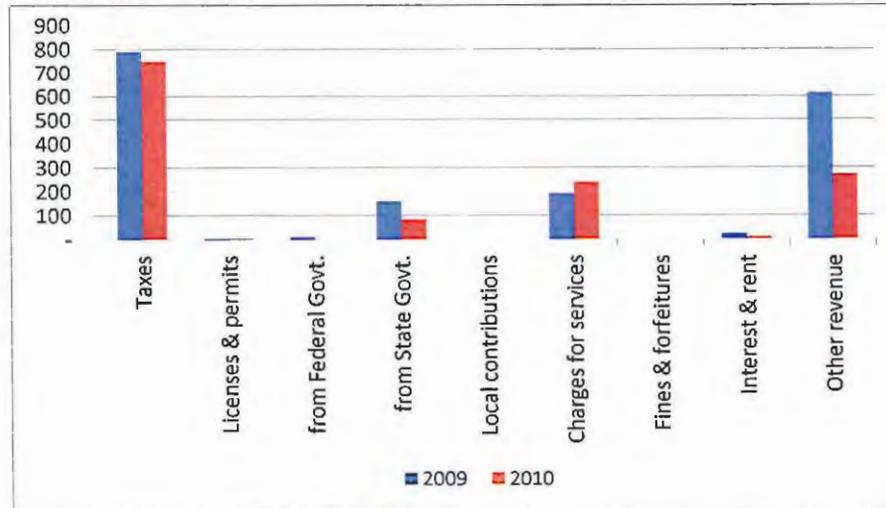
1. Where our money comes from (all governmental funds)



2. Compared to the prior year

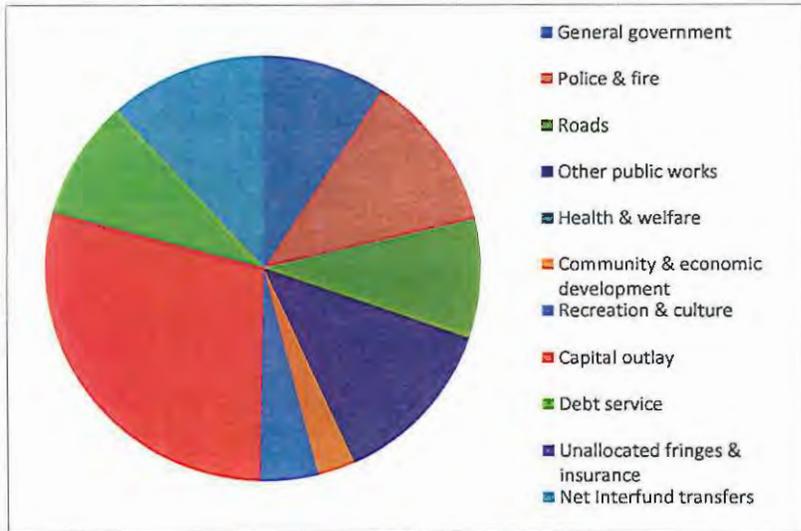
	2009	2010	% change
Taxes	\$ 3,221,022	\$ 3,046,831	-5%
Licenses & permits	5,820	9,585	65%
from Federal Govt.	46,000	-	-100%
from State Govt.	652,877	336,090	-49%
Local contributions	-	-	n/a
Charges for services	780,117	968,384	24%
Fines & forfeitures	3,462	3,549	0
Interest & rent	99,018	34,690	(1)
Other revenue	2,495,304	1,098,647	-56%
<b>Total</b>	<b>\$ 7,303,620</b>	<b>\$ 5,497,776</b>	<b>-25%</b>

3. Revenue sources per capita - compared to the prior year



Commentary: Village revenue was increased in 2009 due to the sale of bonds by the Downtown Development Authority to complete a capital improvement project in Downtown. For a complete breakdown of all Village funds please see the Annual Audit and Budget documents.

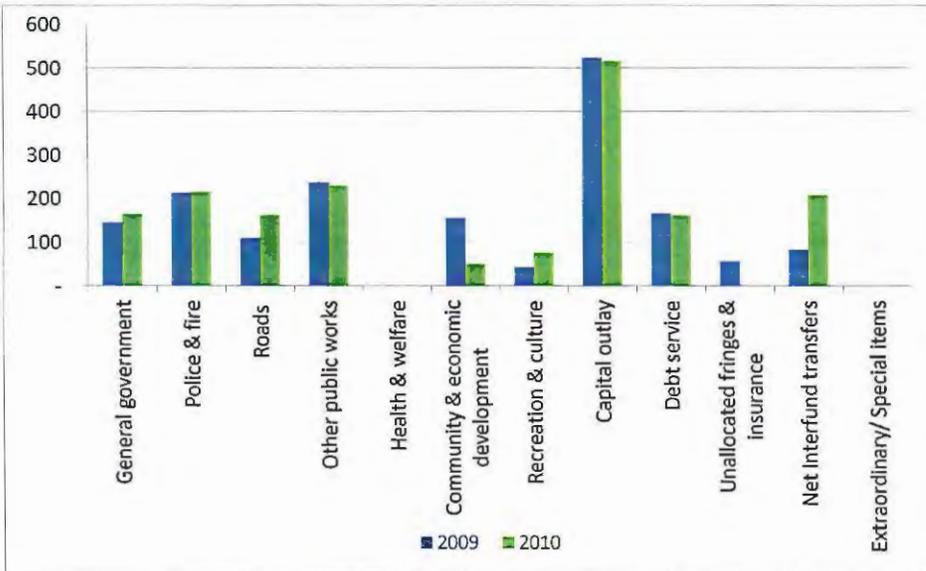
1. Where we spend our money (all governmental funds)



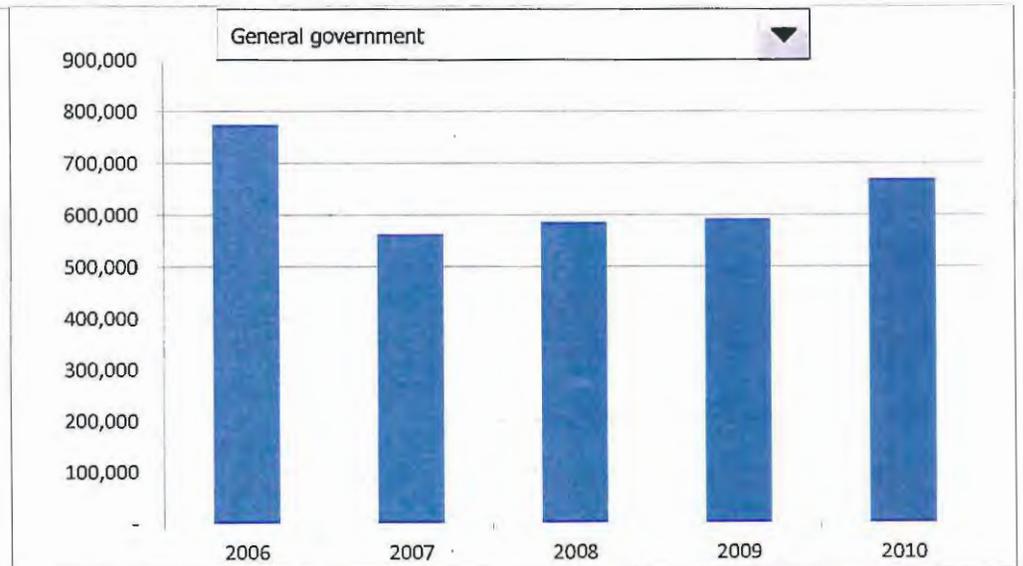
2. Compared to the prior year

	2009	2010	% change
General government	\$ 591,691	\$ 669,375	13%
Police & fire	865,834	876,577	1%
Roads	448,587	659,814	47%
Other public works	967,176	935,905	-3%
Community & economic development	633,531	204,535	-68%
Recreation & culture	174,161	313,799	80%
Capital outlay	2,130,912	2,103,024	-1%
Debt service	677,587	661,181	-2%
Unallocated fringes & insurance	229,806	-	-100%
Net Interfund transfers	338,248	847,826	151%
Extraordinary/ Special items	-	-	n/a
<b>total expenditures</b>	<b>\$ 7,057,533</b>	<b>\$ 7,272,036</b>	<b>3%</b>

3. Spending per capita - compared to the prior year



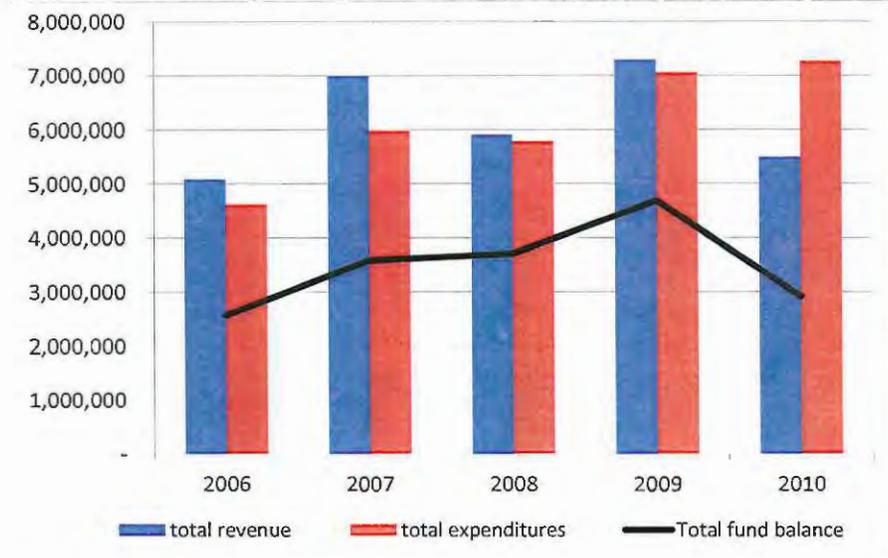
4. Historical trends of individual departments :



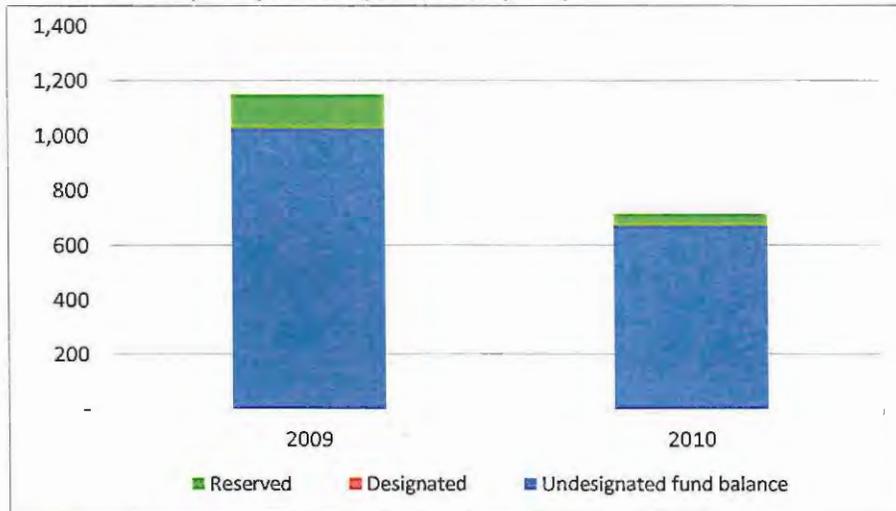
Commentary: For a complete breakdown of all Village funds please see the Annual Audit and Budget documents.

**CITIZENS' GUIDE TO LOCAL UNIT FINANCES - Dexter - Washtenaw**

**1. How have we managed our governmental fund resources (fund balance)?**



**3. Fund balance per capita - compared to the prior year**

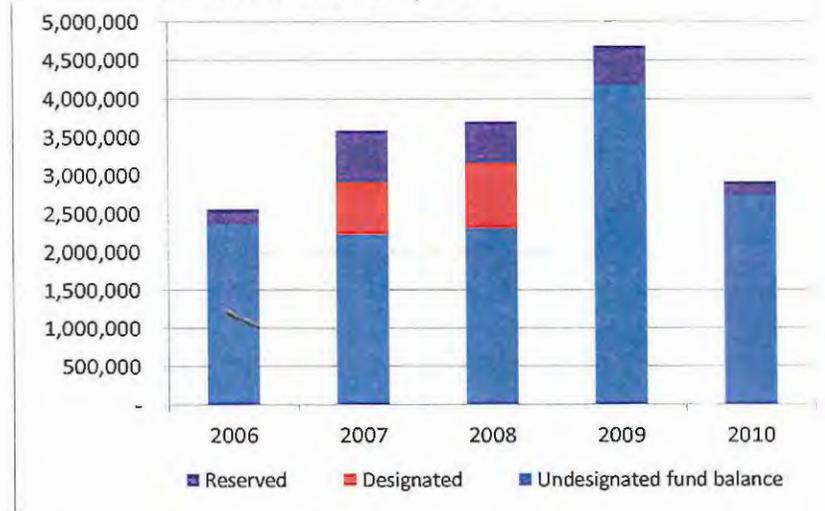


**2. Compared to the prior year**

**FINANCIAL POSITION**

	2009	2010	% change
Revenue	7,303,620	5,497,776	-25%
Expenditures	7,057,533	7,272,036	3%
Surplus (shortfall)	246,087	(1,774,260)	-821%
<b>Fund balance, by component:</b>			
Reserved	507,434	171,874	-66%
Designated	-	-	
Undesignated	4,178,901	2,740,201	-34%
<b>total fund balance</b>	<b>4,686,335</b>	<b>2,912,075</b>	<b>-38%</b>

**4. Historical trends of individual components**

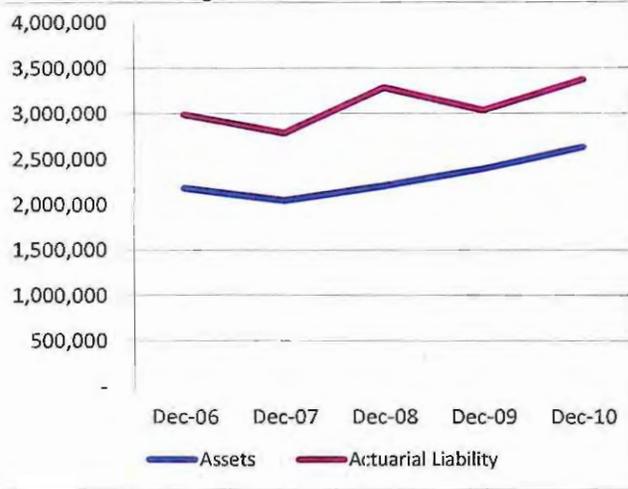


Commentary: Fund Balance was used by the Downtown Development Authority to complete a capital improvement project in Downtown Dexter. For a complete breakdown of all Village funds please see the Annual Audit and Budget documents.

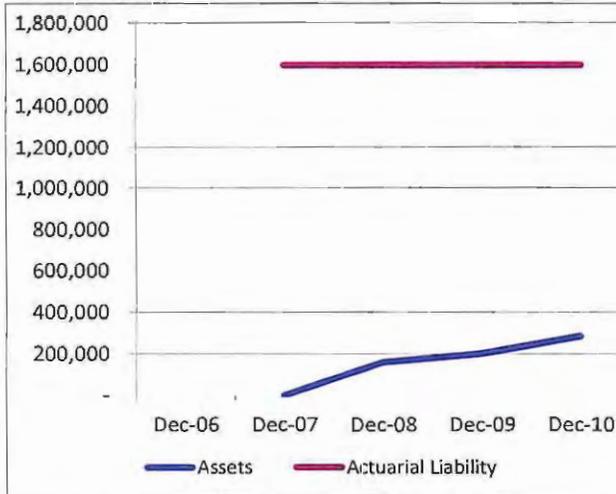
**CITIZENS' GUIDE TO LOCAL UNIT FINANCES - Dexter - Washtenaw**

**OTHER LONG TERM OBLIGATIONS**

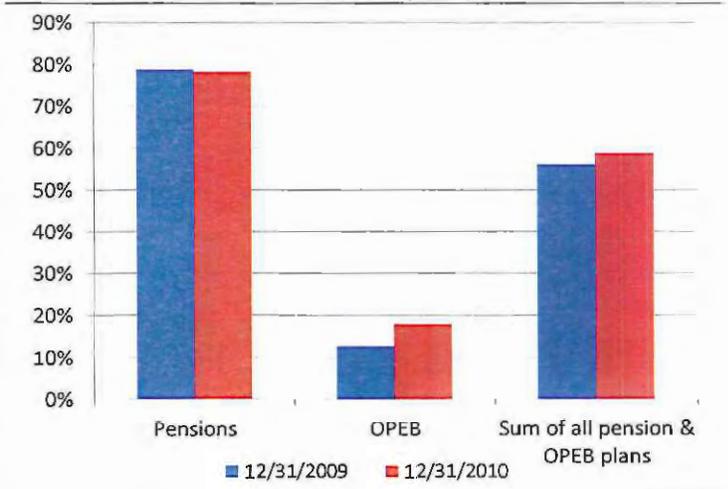
**1. Pension funding status**



**2. Retiree Health care funding status**



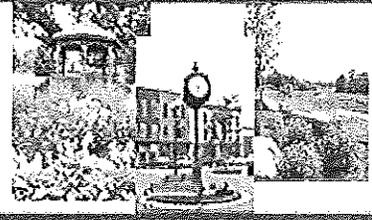
**3. Percent funded - compared to the prior year**



Commentary: Retiree Health Care Valuations are required every three years. The next valuation will be completed this fiscal year. As part of our recent contract negotiations significant changes were made in both of these areas. Employees hired after March 1, 2011 are no longer eligible to receive retiree health care. The defined benefit pension system was closed to new employees. The multiplier used to calculate the pensions of current employees was also reduced from 2.25% to 2% for service after July 1, 2011. This multiplier reduction will lower the Village's unfunded liability and yearly contribution.

# Village of Dexter

Washtenaw County, Michigan



<a href="#">Home</a>	<a href="#">Business</a>	<a href="#">Community</a>	<a href="#">Downtown</a>	<a href="#">Government</a>	<a href="#">Services</a>	<a href="#">Reference Desk</a>
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## Welcome to the Village of Dexter!

Mailing address:  
 8140 Main Street  
 Dexter, Michigan 48130

Physical address:  
 8123 Main Street, 2nd Floor  
 Dexter, Michigan 48130  
 (above the PNC Bank)

Telephone: (734) 426-8303

Fax: (734) 426-5614

Hours: Monday - Friday  
 9:00 am - 5:00 pm

Official Website of the Village of Dexter

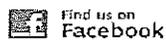
### Quick Links

- [Citizen's Guide to Municipal Finance](#)
- [Cityhood Information](#) (Updated September 22, 2011)
- [Community Calendar](#)
- [Email Updates](#)
- [Farmers Market and Community Garden](#)
- [Newsletter](#)
- [Property Tax Information](#)
- [Waste Management Holiday Schedule](#)

### Announcements

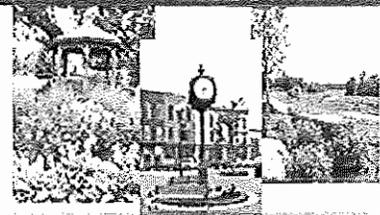
Warrior Creek Park will be closed for most or all of the summer for the construction of the first phase of the County Border to Border trail and bridge project. Sorry for the inconvenience.

[Committee Openings](#)



# Village of Dexter

## Municipal Finance


[Home](#)
[Business](#)
[Community](#)
[Downtown](#)
[Government](#)
[Services](#)
[Reference Desk](#)

The Michigan Economic Vitality Incentive Program is requesting that all municipalities create a Citizen's Guide to Municipal Finance based on the State Form 65, a required report made each year to the Michigan Department of Treasury. Below are the two dashboards that we created using the State of Michigan's templates.

### Performance Dashboard

### Citizen's Guide

For years, the Village has been providing the following financial information to our residents through our website's Reference Desk. The Village has been a multiple-year winner of the Government Finance Officer's Association's Distinguished Budget Presentation Award, and in 2011 received a bond rating upgrade from Standard and Poors. Year after year, the Village's audits received an "unqualified opinion", which is the highest opinion available under auditing standards.

Fiscal Year 2011-2012 Budget

Fiscal Year 2009-2010 Audit  
(most recent available)

Standard & Poors AA-Rating Upgrade  
Qualifying Statement  
(from Michigan.gov)

*Contact the Village*

*Site Map*

## City of Sample - Performance Dashboard

	2010	2011	Trend	Performance
<b>Fiscal Stability</b>				
Annual GF Expenditures per capita	\$370	\$389	↑ 5.1%	Negative
Fund Balance as % of Annual GF Expenditures	17.6%	8.9%	↓ -49.2%	Negative
Unfunded Pension & Retiree health care liability, as a % of annual GF revenue	1143%	1107%	↓ -3.2%	Positive
Debt burden per capita	\$178	\$167	↓ -6.4%	Positive
Percentage of road funding provided by the General Fund	23.5%	22.4%	↓ -4.8%	Neutral
Ratio of pensioners to employees	1.05	1.16	↑ 10.7%	Negative
Number of services delivered via cooperative venture	2	3	↑ 50.0%	Positive
<b>Economic Strength</b>				
% of community with access to high speed broadband	93%	93%	⇒ 0.0%	Neutral
% of community age 25+ with Bachelor's Degree or higher.	73%	73%	⇒ 0.0%	Neutral
Average age of critical infrastructure (years)	19.0	19.5	↑ 2.6%	Negative
<b>Public Safety</b>				
Violent crimes per thousand	15	13	↓ -12.4%	Positive
Property crimes per thousand	56	55	↓ -2.3%	Positive
Traffic injuries or fatalities	900	925	↑ 2.8%	Negative
<b>Quality of Life</b>				
Miles of sidewalks and non-motorized paths/trails as a factor of total miles of local/major road streets	0.27	0.29	↑ 5.3%	Positive
Percent of GF Expenditures Committed to Arts, Culture and Recreation	7.8%	5.4%	↓ -31.1%	Neutral
Acres of park per thousand residents	2.5	2.5	↑ 1.4%	Positive
Percent of community being provided with curbside recycling	97%	98%	⇒ 0.7%	Neutral

August 1, 2011

Marie A. Sherry  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130-1092

Dear Ms. Sherry:

A benefit change for division #82170101 (Village of Dexter-General) became effective July 1, 2011. The newly adopted benefit is a B-3 bridged benefit with frozen FAC for service prior to July 1, 2011 and a B-2 for service after July 1, 2011. This change is based upon the Supplemental Valuation dated May 4, 2010 which is based upon the 2008 Annual Actuarial Valuation.

This adoption has your 2009 Employer Contribution Rate changing from \$7,035 to \$3,570 effective July 1, 2011. Your 2012 Employer Contribution Rate will be \$3,776 effective July 1, 2012.

*- monthly cost*

If you should have any questions, please feel free to send me an e-mail at [mtaylor@mersofmich.com](mailto:mtaylor@mersofmich.com) or call me at 1-800-767-6377 Ext. 253.

Sincerely,

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN



G. Marlaine Taylor  
Municipal Accounting Supervisor



## Village President Report

AGENDA 10-10-11  
ITEM I-5

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities and future meeting schedule:

### Activities Since my Last Report

September 27, 2011 – I met with Don Darnell, who recently opened a law firm on Ann Arbor Street. I have included a recommendation for Don to the Downtown Development Authority as part of the consent agenda.

September 28, 2011 – Regional Fire Department Committee meeting at 3:30 pm at Scio Township offices – we met to review the transition plan (updated copy included as an attachment) and discussed the attorney review of our draft interlocal agreement. All four communities have agreed to participate in the cost share for the attorney review, which I view as a good sign of the cooperation on this. Please note that we are targeting a joint meeting of all 4 community boards on January 16, 2012.

September 29, 2011 – Lunch with Bill Beach, Donna Dettling and Courtney Nicholls – Mr. Beach contacted the Village and asked if he could meet to better understand our Cityhood efforts and experiences with the State Boundary Commission. Mr. Beach is highly thought of as a reference for the Michigan Municipal League. Please see the Village Manager report for additional information.

October 3, 2011 – Conference call with Attorney Steve Estey from Dykema regarding the Blackhawk Development property at Dan Hoey and Lexington – I participated in this call along with Village Manager Donna Dettling and Community Development Director Allison Bishop. Allison had done some research into Village assets within this area. The review concluded that there is very little Village water or sewer within this land area. It should be noted that the Village was recently contacted by Blackhawk regarding a parcel split in this area.

### Future Activities

October 19, 2011 - Fire Department Committee meeting at 3:30 pm at Scio Township offices – we will be reviewing the attorney comments on the draft interlocal agreement at this meeting.

October 20, 2011 – Village Downtown Development Authority meeting

October 20, 2011 – Village Town Hall meeting

October 24, 2011 – Village Council meeting

Please let me know if you have any questions. I hope to see you around our town.

Shawn Keough

Village President

[skeough@villageofdexter.org](mailto:skeough@villageofdexter.org)

(734) 426-5486 (home) or (313) 363-1434 (cell phone)



**Transition Plan Outline & Timeline**  
**Western Washtenaw Regional Fire Department**  
**(DAFD and Scio Together)**  
**September 2011**

This transition plan has been developed as a draft document for the purpose of defining and organizing the next steps in the creation of a Regional Fire Department between Dexter Township, Scio Township, Village of Dexter and Webster Township. We have presented a brief vision for key elements that will shape the future of the regional department, along with several of the key steps that still need to be completed. All of this is presented in an approximate chronological order to describe the process that will unfold as the Regional Fire committee continues to work toward the establishment of the new Regional Fire Department.

**Summary Vision for the Future**

The following is a brief vision of several of the key items that help describe the future regional fire department:

**New Fire Administrative Board**

The committee believes that the establishment of an interlocal agreement, formed under Public Act 7, 1967 (extra session) Fire Administrative Board, will be the mechanism by which the new regional department is created. We will be focused on drafting this new interlocal agreement in conjunction with this transition plan so that the documents can receive simultaneous board approval from each of the 4 municipalities.

**One Chief**

It is envisioned that the new regional department will operate with one Fire Chief, responsible for the administrative and operational oversight of the entire regional department. It is further envisioned that finding and hiring the new Fire Chief will be one of the new Administrative Board's first actions.

**Response Protocol**

The response protocol will be standardized between the two departments. Currently Scio Fire responds to calls using the category 2 protocol of responding only to calls deemed by dispatch to be life-threatening. DAFD responds to calls using the category 1a protocol of responding to all calls. It is envisioned that the new department will adopt the category 1a protocol.

**Training**

We would like to see the two departments begin to coordinate training efforts for all fire fighters. It is envisioned that all fire fighters will be trained as non-transporting emergency medical technicians.

Please note that we have defined the transition plan in two key stages. The first stage of the transition is the Development Stage, which we are generally defining as the period of time from today until the new interlocal agreement is signed. The second stage of the transition is called the Start-Up Stage, and is defined as the period of time following the adoption of the interlocal agreement.

The transition plan will be a working document that is expected to evolve throughout the process. Once the interlocal Agreement has been drafted, it and the Start-Up portion of the transition plan will be presented to the elected bodies of the participating communities for approval.

The following is our vision of the key steps involved in the transition.

### **Development Stage - Next Steps**

The following steps need to be completed in order to create a new Fire Administrative Board:

#### **Asset/Liability Valuation**

The Committee will compile documents already received and seek out additional information as necessary to complete a valuation of the current assets and liabilities of each department. This information will be required as an appendix to the interlocal agreement.

Outside Assistance – Fire Chiefs, possibly consultation with an auditor/CPA

Target Completion Date: May/June 2011

#### **Legal Organization & Creation of Interlocal Agreement**

As mentioned above, the Committee will draft an interlocal agreement under Public Act 7, known as the Urban Cooperation Act of 1967 (extra session) Fire Administrative Boards. It is envisioned that this will be created in conjunction with this transition plan so that the documents receive simultaneous board approval.

The purpose of the new interlocal agreement will be to establish the new Regional Fire Department and address the following areas, including but not limited to, ownership provisions, the department's operation, jurisdiction and authority of the new Board over personnel selection and operation, establishment of the Board's authority, rules and regulations for the conduct of personnel, authorization for the Board to employ personnel (full and part time), establishing a budgeting procedure, outlining how communities can join and/or leave the regional department (including distribution of assets/liabilities), establishing representation on the Board by member communities, illustrate how the budget will get approved, describe how the cost share will be calculated and apportioned to member communities, define when payments are due, etc....

Outside Assistance – Review by legal counsel is envisioned

Target Completion Date:

1. Draft Interlocal Agreement by July
2. Communities adopt Resolution to Authorize Signing the Interlocal Agreement in Fall 2011
3. Establishment of New Fire Board – Winter 2011/2012.

### **Current Staffing**

It is envisioned that the current staffing for the DAFD and Scio Fire will remain in place during the Development Stage and into the Start-Up Stage until such time as the new Fire Chief is hired by the new Fire Board.

### **Meet with Fire Unions**

The Committee will meet with representatives of both fire unions to begin the process of developing a new union agreement. This process could necessitate consultation with labor counsel. While this process could begin in the next couple of months, the formal adoption of the new union agreement would occur once the interlocal agreement is adopted by each community and the new board is established.

Outside Assistance – Union Representatives, possibly labor counsel, possibly current Fire Board members familiar with the current/recently agreed upon union contracts.

### **Start-up Stage**

Following the approval of the new interlocal agreement by all of the communities, the new Fire Administrative Board would need to be established. The first task of the new Board will be implementing the hiring process for a new fire chief. The two departments will continue to operate under their current organization structures on an interim basis until such time as a new fire chief is hired and the new fire board adopts a new union agreement.

### **Creation of Fire Administrative Board**

Once the interlocal agreement is approved, the four communities will make their appointments to the Fire Administrative Board. The Board will need to meet, organize and establish by-laws.

### **Hiring Process for Chief**

Committee will establish the hiring process for the Chief, although it is envisioned that new members of the new Fire Board would initiate the process.

Outside Assistance – Possibly surrounding communities for job descriptions/hiring practices

**Staffing Plan**

Following the hiring of the new Fire Chief, the current staffing level will be evaluated by the new Chief. The new Fire Chief will develop the staffing plan that fits current needs and anticipates future needs. This information will then be presented to the Fire Board for approval.

**Approval of New Union Agreement**

The new Fire Board will need to finalize a new contract with its new fire union membership.

**Summary of Transition Plan Timeline**

1. Complete draft administrative board interlocal agreement and start-up transition plan by November 2011
2. Begin conversation with representatives of both unions – October 2011
3. Combined Board Meeting/Roundtable to discuss the plan and agreement – January 16, 2012
4. Seek approval of the interlocal agreement and start-up transition plan from all 4 municipalities & Establish Fire Administrative Board – March 2012
5. New Administrative Board hires new Fire Chief – April/May 2012
6. New Administrative Board finalizes new union contract (with input from new Chief) – April/May 2012
7. Start operating as one regional Department – May 2012

The transition plan will include a draft hiring process for the Board to start from and a draft job description for the position of Chief.

AGENDA 10-10-11

ITEM 51

SUMMARY OF BILLS AND PAYROLL			10-Oct-11
Payroll Check Register	10/05/11	\$39,721.73	Bi-weekly payroll processing Includes Council payment
Account Payable Check Register	10/10/11	\$363,353.21	
		\$403,074.94	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments
<b>ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS</b>			
<b>DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED</b>			
Exceptions:			
An amendment to Buildings and Grounds will be necessary to cover \$2300 in property taxes for 8077 Forest			
An amendment to General Fund, Capital Improvements, Property Acquisition will be necessary to cover the demolition of 8087 Forest			
<i>"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."</i>			

VENDOR APPROVAL SUMMARY REPORT

Date: 10/05/2011

Time: 3:13pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ERIN M. AIKEN	AIKEN/ERIN	EYE EXAM	69.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	675.00	0.00
ANN ARBOR LANDSCAPING INC.	LANDSCAPIN	TREE WORK	2,205.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T		225.60	0.00
BECKER, AUDREY	BECKER, AU	APPLE DAZE CRAFT	80.80	0.00
ALLISON BISHOP	BISHOP	MILEAGE	38.65	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	GENERAL CONSULTATION	1,810.00	0.00
CARUS CORPORATION	CARUS	CHEMICALS	2,129.38	0.00
CEDRONI ASSOCIATES INC	CEDRONI	MILL CREEK PARK PH #1	135,810.95	0.00
COMCAST	COMCAST	WWTP	330.62	0.00
CUMMINS BRIDGEWAY LLC	CUMMINS	GENERATOR SERVICED	869.34	0.00
DETROIT EDISON	EDISON	RELOCATING STREET LIGHT <i>ferro</i>	366.88	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	OFFICE SUPPLIES	28.00	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	5TH WELL	2,327.67	0.00
DEXTER MILL	DEX MILL	STRAW/SEED/	234.95	0.00
DTE ENERGY	DET EDISON		2,474.51	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	STREET LIGHTING	5,987.52	0.00
DYKEMA GOSSETT PLLC	DYKEMA	PROFESSIONAL SERVICES	272.00	0.00
EASTERN MICHIGAN UNIVERSITY	EMU TRAINI	TRAINING	170.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	SUPPLIES	5,277.26	0.00
FULL BORE DIRECTIONAL BORING I	FULL BORE	BORED	62,990.00	0.00
GIGNAC & SONS, INC	GIG	CH SPRINKLER SYSTEM	152.86	0.00
GRAINGER	GRAING	FEED SYSTEM	987.58	0.00
GRISSOM JANITORIAL	GRISSOM	SEPT SERVICE	320.00	0.00
H2O TOWERS LLC	H2O TOWERS	WATER TOWER	3,250.00	0.00
HACKNEY HARDWARE	HACKNEY	SEPT INVOICES	863.85	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	27.00	0.00
HURON RIVER WATERSHED COUNCIL	HURON RIVE	WATERSHED PLANNING ASSISTANCE	3,853.00	0.00
JOHN'S SANITATION	JOHNS SAN	parade & ice cream social	590.00	0.00
KENCO, INC.	COUNTRY MA		39.25	0.00
KLAPPERICH WELDING	KLAPPERICH	MISC STEEL	135.00	0.00
LA FONTAINE	LA FON	LABOR & PARTS	266.39	0.00
LESSORS WELDING SUPPLY	LESSORS	SUPPLIES	112.75	0.00
MATUSZAK & ASSOCIATES	MATUSZAK	PATIENT: HANNA WHITLEY	62.50	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	QUAD KT	334.12	0.00
METRO ENVIROMENTAL SERVICES	METRO ENVI	VACTOR SERVICE	6,297.50	0.00
NORTH CENTRAL LABORATORIES	NCL	LAB	498.14	0.00
PARAGON LABORATORIES INC	PARA	CHEMICALS	537.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	SEPT INVOICES	647.16	0.00
PITNEY BOWES	PITNEY	LEASE	540.00	0.00
RICHARD BROTHERS PAINTING	RICHARD BR	LIGHT POLES	1,950.00	0.00
S.F. STRONG	SF STRONG	WWTP	56.41	0.00
SIGNS IN 1 DAY	SIGNS	PLAQUE	116.00	0.00
SYNAGRO CENTRAL	SYNAGRO	CLEAN DIGESTERS <i>sludge hauling</i>	28,959.32	0.00
THE PICTURE FRAME CO	PICTURE FR	FRAME	11.95	0.00
THOMAS J RYAN P.C	T RYAN P.C	SERVICES RE: CITYHOOD	1,559.00	0.00
DAVID TRAYNOR	D TRAYNOR	PATIENT: MICHELLE AIKEN	1,030.00	0.00
US BANK CORPORATE TRUST	US	GO BOND	47,568.75	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL SERVICE	159.25	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	INSPECTION	260.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENF	37,648.75	0.00
BRUCE WHITLEY	WHITLEY/BR	MILEAGE	140.80	0.00
Grand Total:			363,353.21	0.00

INVOICE APPROVAL LIST BY FUND

Date: 10/05/2011  
 Time: 3:13pm  
 Page: 1

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund									
Dept: Village Council									
		101-101.000-959.000	Arts, Cult	BECKER, AUDREY	APPLE DAZE CRAFT	0	10/04/11	10/04/2011	80.80
									-----
Total Village Council									80.80
Dept: Village Manager									
		101-172.000-721.000	Health & L	ERIN M. AIKEN	EYE EXAM	0	10/05/11	10/05/2011	69.00
		101-172.000-721.000	Health & L	DAVID TRAYNOR	PATIENT: MICHELLE AIKEN	0	10/05/11	10/05/2011	1,030.00
									-----
Total Village Manager									1,099.00
Dept: Attorney									
		101-210.000-810.000	Attorney F	THOMAS J RYAN P.C	SERVICES RE: CITYHOOD	0	10365	10/04/2011	1,559.00
		101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	0	1415417	10/04/2011	272.00
									-----
Total Attorney									1,831.00
Dept: Buildings & Grounds									
		101-265.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP	OFFICE SUPPLIES	0	1530	10/03/2011	28.00
		101-265.000-727.000	Office Sup	HACKNEY HARDWARE	SEPT INVOICES	0	10/04/11	10/04/2011	19.33
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC	OFFICE	0	1292759	10/04/2011	5.75
		101-265.000-920.000	Utilities	COMCAST	VILLAGE OFFICE	0	10/03/11	10/03/2011	265.34
		101-265.000-920.000	Utilities	DTE ENERGY		0	10/04/11	10/04/2011	616.00
		101-265.000-935.001	Office Cle	GRISSOM JANITORIAL	SEPT SERVICE	0	168	10/05/2011	320.00
		101-265.000-936.000	Equip Serv	PITNEY BOWES	LEASE	0	1503400-JN11	10/05/2011	135.00
		101-265.000-936.000	Equip Serv	PITNEY BOWES		0	X1503400-DC10	10/03/2011	135.00
		101-265.000-936.000	Equip Serv	PITNEY BOWES		0	1503400-MR11	10/03/2011	135.00
		101-265.000-936.000	Equip Serv	PITNEY BOWES	LEASE	0	1503400-SP11	10/03/2011	135.00
									-----
Total Buildings & Grounds									1,794.42
Dept: Village Tree Program									
		101-285.000-731.001	Trees	ANN ARBOR LANDSCAPING INC.	TREE WORK	0	10/04/11	10/04/2011	2,205.00
									-----
Total Village Tree Program									2,205.00
Dept: Law Enforcement									
		101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER	LAW ENF	0	20347	10/04/2011	37,648.75
		101-301.000-920.000	Utilities	DTE ENERGY		0	10/04/11	10/04/2011	373.20
									-----
Total Law Enforcement									38,021.95
Dept: Fire Department									
		101-336.000-920.000	Utilities	DTE ENERGY		0	10/04/11	10/04/2011	466.50
									-----
Total Fire Department									466.50
Dept: Planning Department									
		101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES	MASTER PLAN	0	2119-132	10/04/2011	1,770.00
		101-400.000-861.000	Travel & M	ALLISON BISHOP	MILEAGE	0	10/03/11	10/03/2011	23.65
		101-400.000-901.000	Printing &	HERITAGE NEWSPAPERS	LEGALS	0	10/03/11	10/03/2011	27.00
		101-400.000-960.000	Education	ALLISON BISHOP	MILEAGE	0	10/03/11	10/03/2011	15.00
									-----
Total Planning Department									1,835.65
Dept: Zoning Board of Appeals									

INVOICE APPROVAL LIST BY FUND

Date: 10/05/2011  
 Time: 3:13pm  
 Page: 2

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
			Abbrev	Invoice Description				
Fund: General Fund								
Dept: Zoning Board of Appeals								
101-410.000-802.000	Profession			CARLISLE-WORTMAN ASSOCIATES GENERAL CONSULTATION	0	2119-131	10/04/2011	40.00
								-----
Total Zoning Board of Appeals								40.00
Dept: Department of Public Works								
101-441.000-721.000	Health & L			MATUSZAK & ASSOCIATES PATIENT: HANNA WHITLEY	0	10/05/11	10/05/2011	62.50
101-441.000-740.000	Operating			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	207.50
101-441.000-740.000	Operating			LESSORS WELDING SUPPLY SUPPLIES	0	10/03/11	10/03/2011	112.75
101-441.000-861.000	Travel & M			BRUCE WHITLEY MILEAGE	0	10/03/11	10/03/2011	140.80
101-441.000-920.000	Utilities			DTE ENERGY	0	10/04/11	10/04/2011	93.30
101-441.000-935.000	Bldg Maint			MCNAUGHTON-MCKAY	0	116399938-0	10/05/2011	24.94
101-441.000-960.000	Education			EASTERN MICHIGAN UNIVERSITY TRAINING	0	10/05/11	10/05/2011	170.00
								-----
Total Department of Public Works								811.79
Dept: Downtown Public Works								
101-442.000-730.000	Farmers Ma			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	34.95
101-442.000-730.000	Farmers Ma			THE PICTURE FRAME CO FRAME	0	87943	10/04/2011	11.95
101-442.000-730.000	Farmers Ma			SIGNS IN 1 DAY PLAQUE	0	21333	10/04/2011	116.00
101-442.000-740.000	Operating			MCNAUGHTON-MCKAY QUAD KT	0	11638796-00	10/05/2011	309.18
101-442.000-740.000	Operating			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	34.62
101-442.000-802.000	Profession			DETROIT EDISON RELOCATING STREET LIGHT	0	10/04/11	10/04/2011	366.88
101-442.000-802.000	Profession			RICHARD BROTHERS PAINTING LIGHT POLES	0	17555	10/03/2011	1,950.00
101-442.000-920.000	Utilities			DTE ENERGY	0	10/04/11	10/04/2011	309.51
								-----
Total Downtown Public Works								3,133.09
Dept: Municipal Street Lights								
101-448.000-920.003	St Lights			DTE ENERGY-STREET LIGHTING STREET LIGHTING	0	10/03/11	10/03/2011	5,987.52
								-----
Total Municipal Street Lights								5,987.52
Dept: Parks & Recreation								
101-751.000-740.000	Operating			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	45.98
101-751.000-944.000	Portable T			JOHN'S SANITATION PARKS	0	32149	10/04/2011	375.00
101-751.000-944.000	Portable T			JOHN'S SANITATION parade & ice cream social	0	52711-27	10/03/2011	215.00
								-----
Total Parks & Recreation								635.98
Dept: Long-Term Debt								
101-850.000-996.004	'06 Facili			US BANK CORPORATE TRUST GO BOND	0	10/03/11	10/03/2011	31,278.75
								-----
Total Long-Term Debt								31,278.75
								-----
Fund Total								89,221.45
Fund: Major Streets Fund								
Dept: Storm Water								
202-445.000-740.000	Operating			METRO ENVIROMENTAL SERVICES HIGH PRESURE JET	0	44658	10/03/2011	2,115.00
202-445.000-740.000	Operating			DEXTER MILL STRAW/SEED/	0	12281	10/03/2011	34.95
202-445.000-802.000	Profession			HURON RIVER WATERSHED COUNCIL WATERSHED PLANNING ASSISTANCE	0	1470	10/03/2011	1,926.50

INVOICE APPROVAL LIST BY FUND

Date: 10/05/2011  
 Time: 3:13pm  
 Page: 3

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Major Streets Fund								
Dept: Storm Water								
							Total Storm Water	4,076.45
							Fund Total	4,076.45
Fund: Local Streets Fund								
Dept: Storm Water								
203-445.000-740.000	Operating			METRO ENVIROMENTAL SERVICES	0	44399	10/03/2011	1,968.75
203-445.000-802.000	Profession			HURON RIVER WATERSHED COUNCIL WATERSHED PLANNING ASSISTANCE	0	1470	10/03/2011	1,926.50
							Total Storm Water	3,895.25
Dept: Routine Maintenance								
203-463.000-740.000	Operating			DEXTER MILL STRAW/SEED/	0	12281	10/03/2011	200.00
							Total Routine Maintenance	200.00
							Fund Total	4,095.25
Fund: Streetscape Debt Service Fund								
Dept: Streetscape								
303-570.000-996.006	'02 Refund			US BANK CORPORATE TRUST	0		10/03/2011	16,290.00
							Total Streetscape	16,290.00
							Fund Total	16,290.00
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
402-441.000-939.000	Vehicle Ma			PARTS PEDDLER AUTO SUPPLY SEPT INVOICES	0	10/04/11	10/04/2011	632.18
402-441.000-939.000	Vehicle Ma			LA FONTAINE LABOR & PARTS	0	CVCS85470	10/03/2011	266.39
402-441.000-939.000	Vehicle Ma			KLAPPERICH WELDING MISC STEEL	0	137	10/03/2011	135.00
							Total Department of Public Works	1,033.57
							Fund Total	1,033.57
Fund: Mill Creek Park Project Fund								
Dept: Capital Improvements								
405-901.000-830.000	Engineerin			WASHTENAW COUNTY SOIL EROSION INSPECTION	0	1100043-92211	10/05/2011	260.00
405-901.000-974.000	CIP Capita			CEDRONI ASSOCIATES INC MILL CREEK PARK PH #1	0		10/03/2011	135,810.95
							Total Capital Improvements	136,070.95
							Fund Total	136,070.95
Fund: Sewer Enterprise Fund								
Dept: Administration								
590-248.000-811.000	Atty Misc			VARNUM, RIDDERING, SCHMIDT LEGAL SERVICE	0	855848	10/04/2011	159.25
							Total Administration	159.25
Dept: Sewer Utilities Department								
590-548.000-740.000	Operating			PARTS PEDDLER AUTO SUPPLY SEPT INVOICES	0	10/04/11	10/04/2011	5.49
590-548.000-740.000	Operating			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	134.60
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	0460645	10/03/2011	675.00
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES	0	292899	10/03/2011	135.71
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES	0	292826	10/03/2011	178.05

INVOICE APPROVAL LIST BY FUND

Date: 10/05/2011  
 Time: 3:13pm  
 Page: 4

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES LAB	0	292741	10/03/2011	184.38
590-548.000-743.000	Chem Lab			KENCO, INC.	0	55061	10/03/2011	39.25
590-548.000-803.003	Sludge hau			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	53.16
590-548.000-803.003	Sludge hau			SYNAGRO CENTRAL SLUDGE	0	36270	10/03/2011	26,949.12
590-548.000-803.003	Sludge hau			SYNAGRO CENTRAL CLEAN DIGESTERS	0	36150	10/03/2011	2,010.20
590-548.000-803.003	Sludge hau			METRO ENVIROMENTAL SERVICES VACTOR SERVICE	0	44383	10/03/2011	2,213.75
590-548.000-803.003	Sludge hau			ETNA SUPPLY CO SUPPLIES	0	S100234392.001	10/03/2011	1,551.00
590-548.000-920.000	Utilities			DTE ENERGY	0	10/04/11	10/04/2011	603.00
590-548.000-920.000	Utilities			COMCAST WWTP	0	10/04/11	10/04/2011	32.64
590-548.000-920.001	Telephones			AT&T	0	10/03/11	10/03/2011	112.80
590-548.000-935.000	Bldg Maint			S.F. STRONG WWTP	0	450421	10/03/2011	56.41
590-548.000-937.000	Equip Main			PARTS PEDDLER AUTO SUPPLY SEPT INVOICES	0	10/04/11	10/04/2011	9.49
590-548.000-937.000	Equip Main			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	10.98
Total Sewer Utilities Department								34,955.03
Fund Total								35,114.28
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-740.000	Operating			HACKNEY HARDWARE SEPT INVOICES	0	10/04/11	10/04/2011	322.73
591-556.000-743.000	Chem Lab			CARUS CORPORATION CHEMICALS	0	10013357	10/03/2011	2,129.38
591-556.000-802.000	Profession			GIGNAC & SONS, INC CH SPRINKLER SYSTEM	0	10/03/11	10/03/2011	152.86
591-556.000-824.000	Testing &			PARAGON LABORATORIES INC CHEMICALS	0	67916	10/03/2011	537.00
591-556.000-920.000	Utilities			DEXTER COMMUNITY SCHOOLS 5TH WELL	0	10/03/11	10/03/2011	2,327.67
591-556.000-920.000	Utilities			DTE ENERGY	0	10/04/11	10/04/2011	13.00
591-556.000-920.000	Utilities			COMCAST WWTP	0	10/04/11	10/04/2011	32.64
591-556.000-920.001	Telephones			AT&T	0	10/03/11	10/03/2011	112.80
591-556.000-937.000	Equip Main			CUMMINS BRIDGEWAY LLC GENERATOR SERVICED	0	X006-10059	10/03/2011	869.34
591-556.000-937.000	Equip Main			H2O TOWERS LLC WATER TOWER	0	1216	10/05/2011	3,250.00
591-556.000-977.000	Equipment			ETNA SUPPLY CO SUPPLIES	0	S100234392.001	10/03/2011	3,726.26
Total Water Utilities Department								13,473.68
Dept: Capital Improvements								
591-901.000-974.000	CIP Capita			GRAINGER FEED SYSTEM	0	9640792561	10/03/2011	987.58
Total Capital Improvements								987.58
Fund Total								14,461.26
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-255.006	Mill Creek			FULL BORE DIRECTIONAL BORING I BORED	0	1260	10/03/2011	62,990.00
Total Assets, Liabilities & Revenue								62,990.00

INVOICE APPROVAL LIST BY FUND

Date: 10/05/2011  
 Time: 3:13pm  
 Page: 5

Village of Dexter

-----  
 Fund  
 Department                      GL Number      Vendor Name                      Check      Invoice      Due  
 Account                              Abbrev          Invoice Description                      Number      Number      Date                      Amount  
 -----

Fund: Trust & Agency Fund

-----  
 Fund Total                      62,990.00  
 -----  
 Grand Total                      363,353.21



AGENDA 10-10-11  
ITEM 3-4

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: Council**  
**From: President Keough**  
**Date: October 5, 2011**  
**Re: Appointments**

I would like to recommend the following appointments:

**Downtown Development Authority**

Don Darnell Appointment with term ending August 2012. Mr. Darnell's application is attached.

**Economic Development Corporation**

Donna Dettling Re-appointment with term ending December 31, 2012



# Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

## Application for Appointment as Commission or Committee Member

Date 8-30-2011  
Name DON DARNELL  
Address 7926 ANN ARBOR ST. Email dondarnell@darnell-law.com  
Phone 734-417-3911 Best time to call daytime

Which Commission/Committee are you applying for?

- Zoning Board of Appeals  Downtown Development Authority  
 Planning Commission  Parks Commission  
 Arts, Culture & Heritage Committee  Tree Board  
 Farmers Market Oversight Committee  
 Other (Specify) \_\_\_\_\_

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?

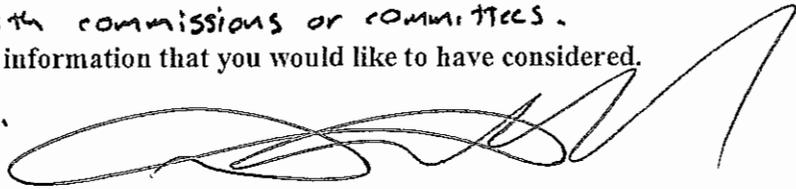
- General interest in community.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?

- Transactional and litigation experience as attorney.
- Environmental experience.
- No experience with commissions or committees.

Please list/attach any other information that you would like to have considered.

e.v. attached.



**Don Darnell**

11618 Island Lake Road

Dexter, Michigan 48130

Business: (734) 424-5200 / Business Facsimile: (734) 786-1605 / Home: (734) 426-4438 Mobile: (734) 417-3911

e-mail: [dondarnell@darnell-law.com](mailto:dondarnell@darnell-law.com)

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*Education*

- J.D., December 1996      UNIVERSITY OF DETROIT MERCY SCHOOL OF LAW  
Detroit, Michigan  
Emphasis in business planning, litigation, taxation
- B.S., May 1992          EASTERN MICHIGAN UNIVERSITY  
Ypsilanti, Michigan  
Public Law and Government major, English minor

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*Bar and Federal Court Admittance*

- June 1997                Admitted to the Michigan Bar and the United States District Court for the Eastern District of Michigan / Western District of Michigan
- December 2001         Admitted to the United States District Court for the Western District of Michigan.
- January 2002           Admitted to the United States Appellant Court, Sixth Circuit.

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*Legal Experience and Activities*

- June 2010- present      DARNELL LAW OFFICES
- Primarily a litigation practice in the areas of: intellectual property, fraudulent conveyances, successor liability, shareholder disputes; bankruptcy litigation, construction, and real estate.
  - Bankruptcy practice for creditors and debtors in Chapters 7, 13, 11.
- Nov. 1999- June 2010    DARNELL & LULGJURAJ, P.C., Chelsea, Michigan
- Primarily a litigation practice in the areas of: intellectual property, fraudulent conveyances, successor liability, shareholder disputes; bankruptcy litigation, construction, and real estate.
  - Bankruptcy practice in the areas of bankruptcy planning, Chapter 11 debtors, creditors in all chapter cases, and limited consumer bankruptcy debtors.
  - Transactional practice in construction, manufacturing, and miscellaneous closely held businesses.
  - Managing Shareholder, responsible for business operation of three attorney law office with a total of five employees.
- Aug. 1999 to Nov. 2000    STAVER & SOUVE, P.C., Taylor Michigan
- Associate litigation Attorney, practice in the areas of consumer bankruptcy, construction, insurance litigation, shareholder disputes, real estate, and counseling with closely held businesses

- Dec. 1994- Aug. 1999      APPLIED SAFETY AND ERGONOMICS  
Ann Arbor, Michigan  
Research Analyst
- Conducted investigatory research
  - Reviewed, summarized, and analyzed case and trial materials in product liability cases and mass tort cases
- Sep. 1995- Dec. 1996      O'LEARY, O'LEARY, JACOBS, MATTSON, PERRY & MASON, P.C.  
Southfield, Michigan  
Law Clerk
- Conducted directed appellate research and assisted in drafting of appellate briefs in several areas of law to include medical malpractice and zoning
  - Researched and drafted pleadings in all aspects of litigation in the areas of medical malpractice, auto negligence, real estate, family law, and general personal injury
- Sep. 1996 - Dec. 1996      URBAN LAW CLINIC  
University of Detroit Mercy School of Law  
Detroit Michigan  
Student Attorney
- Represented indigent persons in criminal misdemeanor actions including drunk driving, domestic violence, embezzlement, retail fraud, and driving related offenses
- Aug. 1995 - Dec. 1996      *MICHIGAN BUSINESS LAW JOURNAL*  
University of Detroit Mercy School of Law  
Detroit Michigan  
Contributing Editor
- Published casenotes on unemployment compensation for striking workers and labor, the Prevailing Wage Act, and insurer's duties in EPA claims

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*Military Education and Experience*

- Jun. 1994 - Dec. 1994      ARTILLERY OFFICER BASIC COURSE & MLRS CADRE COURSE  
Fort Sill, Oklahoma
- Jun. 1993 - Aug. 1993      OFFICER CANDIDATE SCHOOL  
Fort Benning, Georgia
- Oct. 2008 - Feb. 2010      46<sup>th</sup> MP Command  
Lansing, Michigan  
Company Commander, HQ Company
- Prepared MP Company for deployment to Afghanistan
- Sep. 1993 - Nov. 2002      A-1/182ND FA (MLRS) MICHIGAN ARMY NATIONAL GUARD  
Detroit, Michigan  
Battalion Maintenance Officer, Rank of Captain. Platoon Leader as Lieutenant.
- Responsible for the Battalion's maintenance operations, personnel, and training.

- |                       |                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nov. 1987 - Nov. 1988 | 1/119 FA (105mm)<br>Albion, Michigan <ul style="list-style-type: none"> <li>• Sergeant, FDC / Operations</li> <li>• Field Artillery - MOS 13E2 (Field Artillery Direction Specialist)</li> </ul>                                                                                                                                                                                            |
| Nov. 1983 - Nov. 1987 | UNITED STATES ARMY - 82ND AIRBORNE<br>Vicenza, Italy, and Fort Bragg, North Carolina<br>Enlisted, Ranks of Private to Sergeant <ul style="list-style-type: none"> <li>• Airborne Field Artillery - MOS 13E2P (Field Artillery Direction Specialist)</li> <li>• D Battery, 4/325 Airborne Combat Team (Vicenza, Italy)</li> <li>• A Battery, 3/319 FA (Airborne) (Fort Bragg, NC)</li> </ul> |

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*Organizations*

- |                |                                             |
|----------------|---------------------------------------------|
| 2006 - present | <i>Federal Bar Association</i>              |
| 1997 - present | <i>Washtenaw County Bar Association</i>     |
| 1987 - present | <i>82<sup>nd</sup> Airborne Association</i> |
| 2000- present  | <i>Porsche Club of America</i>              |

AGENDA 10-10-11

ITEM 10-1

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 Fax (734)426-5614

## MEMO

**To: President Keough & Council**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: October 5, 2011**  
**Re: Cityhood Next Steps**

As was discussed at the September 26, 2011 Council meeting, staff contacted the Director of Licensing and Regulatory Affairs regarding our petition. His administrative assistant suggested e-mail as the best way to communicate with him. Provided for your information is a copy of the e-mail, which includes the response from his administrative assistant that he received the communication. As of October 5, we have not been told that he has signed the Findings of Fact.

Council also requested additional detail related to the costs and timelines associated with a potential appeal. Tom Ryan will have more refined information on the timeline and cost of the appeal process by Friday, October 7. It will be forwarded to Council once it is received.

## Courtney Nicholls

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**From:** Burton, Diane (LARA) <BurtonD2@michigan.gov>  
**Sent:** Thursday, September 29, 2011 4:58 PM  
**To:** Courtney Nicholls  
**Subject:** RE: Village of Dexter Incorporation Petition

Ms. Nicholls, I wanted to confirm with you that I have received your e-mail and that Director Hilfinger has been provided a copy. He is reviewing the situation at this time.

Thank you for providing the information for the Director's consideration.

Diane Burton  
Senior Executive Management Assistant to Steven H. Hilfinger, Director  
Michigan Department of Licensing and Regulatory Affairs  
Phone: (517) 241-7124  
Fax: (517) 373-2129  
e-mail: [burtond2@michigan.gov](mailto:burtond2@michigan.gov)



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**From:** Courtney Nicholls [<mailto:cnicholls@villageofdexter.org>]  
**Sent:** Tuesday, September 27, 2011 12:16 PM  
**To:** Burton, Diane (LARA)  
**Cc:** [skeough@wadetrim.com](mailto:skeough@wadetrim.com); O'Brien, Kevin M (LARA); Elworth, George (AG)  
**Subject:** Village of Dexter Incorporation Petition

Good morning Mr. Hilfinger,

On Thursday, September 15, 2011 the State Boundary Commission adopted Findings of Fact relative to the Village of Dexter's incorporation petition. This document has been forwarded to your office for your signature. Prior to your signature we would like the opportunity present our side of the story on what has transpired over the past several months.

The Village has been working through the process of Cityhood since 2006. Our first petition was filed with the Boundary Commission in 2009. This petition was determined to be insufficient due to technical errors with the Boundary Map. At this meeting the Boundary Commissioners also raised the idea of contiguity. The current boundary of the Village includes three separate areas. Though not the reason for the legal insufficiency, the Commissioners and Boundary Commission staff made it clear that the new city boundary would need to be contiguous before it received final approval. The goal of the Village throughout the process has been to incorporate with our existing boundaries, however, to be responsive to this concern, the map was updated to show a contiguous boundary. To do this without leaving "islands" in Webster Township, required drawing in additional land in Webster Township that included a non-taxable historical property and part of a commercial business.

A new petition reflecting these changes was submitted in December 2010. At the June 16, 2011 meeting with the Boundary Commission Webster Township protested the inclusion of the additional land because it is covered under an Act 425 agreement. This is true of virtually all the land proposed to be drawn in to the boundary from Webster Township, however the issue was not raised during the first submittal process in 2009. The 425 agreement clearly states that if the Village becomes a City it is responsible for paying taxes to the Township for 12 years, which clearly shows that the idea of cityhood was discussed as the agreement was crafted. Though the Boundary Commission staff stated that

they had spoken with the Attorney General and confirmed that including the areas was not a violation of Act 425, the Boundary Commissioners decided to postpone action on the petition until it received clarification in writing.

At the August 18, 2011 meeting the Boundary Commission received a letter from the Attorney General stating that the area could be included. Despite this letter and the advice of their staff, the Commission decided to find the petition legally insufficient. The actual wording of the motion made by Commissioner Priebe, from the transcript of the meeting, is as follows:

*If you are ready to move in that direction I would move that we find legal insufficiency, contrary to the advice, I guess, of the attorney general's office and I'm not sure if I'm allowed to do that as an agent of the state.*

*Likely because it seems to me that a deal is a deal and if they made a deal on some properties 10 years ago or so those deals oughta be held in place going forward.*

*There is some language or confusion in my mind when you incorporate and you change your boundaries, which apparently, which is occurring, that creates another issue and may change the laws, not really having reviewed the laws as closely as perhaps I should have.*

*Finally it appears that if we don't find legal insufficiency and send you back to amend your boundaries you're going to end up in circuit court which is probably not in anybody's best interest.*

*So for that reason I make that motion.*

This action has left us with very limited remedies. Though the Boundary Commission asked for and received clarification of the issue of the inclusion of the 425 areas, they did not choose to follow it. This decision has left us in limbo as to our next steps. It is our hope that you will examine these issues to determine whether further adjudicative effort is necessary before the Findings of Fact are signed.

Please feel free to give me a call if you need additional information.

Thank you for your time.

Courtney Nicholls  
Assistant Village Manager



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: President Keough & Council**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: October 3, 2011**  
**Re: Edison Street Sidewalk Motion Re-Consideration**

Trustee Tell has requested that the motion on the Edison Street Sidewalk made at the September 26, 2011 meeting be reconsidered.

The process for reconsideration is as follows:

A motion is made to reconsider the original motion passed on September 26, 2011. This motion must be made by a Trustee who voted in the affirmative on the original motion. The second can be offered by any Trustee. A majority (4 votes) is needed to pass the motion.

If the motion fails no further action is necessary. According to Robert's Rules of Order a motion to reconsider cannot be reconsidered. According to Council Rules no "question shall be considered a third time".

If the motion to reconsider is passed, the original motion is debated and voted on. A majority (4 votes) is needed to pass the motion.

Original Motion from September 26, 2011 Meeting:

*Motion Semifero; support Smith to place the sidewalk as per Village ordinance, one foot off the 99 foot right-of-way (as shown in Option #2) with a straight connection from Fourth Street to Fifth Street from the park sidewalk to the Fourth Street crossing, with deviations as needed to maintain mature trees and account for geography.*

*Ayes: Semifero, Tell, Fisher, Smith and Keough*

*Nays: Carson and Cousins*

*Motion carries 5 to 2*

Staff has met with OHM on site to determine the location of the sidewalk in accordance with the motion that was passed. A copy of the alignment is included for your review and marked with pink spray paint in the right of way along Edison.





# VILLAGE OF DEXTER

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

## Village Council

Shawn Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Trustee*

Paul Cousins  
*Trustee*

Donna Fisher  
*Trustee*

Joe Semifero  
*Trustee*

James Smith  
*Trustee*

## Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Allison Bishop, AICP  
*Community Development Manager*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

September 30, 2011

Re: Edison Street Sidewalk

Dear Edison Street Resident:

The Village is committed to creating a walkable community with the addition of sidewalks, paths and trails. These pedestrian friendly amenities help to keep walkers safe and encourage a healthier lifestyle.

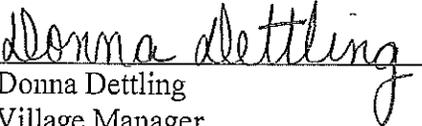
In conjunction with the 2011 Water Main Replacement Project, new sidewalk is being installed along one side of Edison Street. Addition of sidewalk on Edison has been in the Village's Capital Improvement Plan since 2004.

A number of Edison Street residents attended the September 26<sup>th</sup> Council meeting and are aware of the motion that was made to place the sidewalk on the East (non water main) side of Edison 1 foot off the 99-foot right-of-way line. The commitment was made to work with the residents on individual issues and still meet the standard.

A survey crew has been in the field staking the Edison Street right-of-way. The final alignment of the sidewalk will follow the ROW except for slight meandering to avoid large trees, grading issues and landscaping. The contractor is tentatively scheduled to begin work on Edison Street the end of October.

Village staff and Engineers will do everything we can to make the construction proceed as smooth as possible.

Sincerely,

  
Donna Dettling  
Village Manager



AGENDA 10-10-11

EXHIBIT 3

ITEM L-1

**AMENDMENT TO THE BLUEWATER,  
7444 DEXTER ANN ARBOR ROAD  
DEVELOPMENT AGREEMENT**

WHEREAS, the Village of Dexter approved a Development Agreement for the Planned Unit Development (PUD) for the Bluewater Development LLC in October 2002 for the property located at 7444 Dexter Ann Arbor Road; and

WHEREAS, in accordance with the Development Agreement the Agreement runs with the land; and

WHEREAS, Bluewater Development LLC has requested a major amendment to the PUD to permit Connexions Church to lease approximately 5,472 square feet within the PUD; and

WHEREAS, in accordance with the Village of Dexter Zoning Ordinance, Article 19, Planned Unit Development Standards the Planning Commission held a Public Hearing on October 3, 2011; and

WHEREAS, the Planning Commission recommended approval of the major amendment; and

WHEREAS, the Village Council reviewed the request and recommendation on October 10, 2011; and

WHEREAS, the requested amendment conforms to the provisions of Section 19.13 and Section 8.03 of the Village of Dexter Zoning Ordinance; and

THEREFORE BE IT RESOLVED, that Connexions Church be permitted to occupy approximately 5,472 square feet within the Bluewater Development PUD, 7444 Dexter Ann Arbor Road; and

BE IT FURTHER RESOLVED, that this addendum to the PUD Development Agreement must be signed by the Village, Bluewater Development LLC and Connexions Church and added to the Development Agreement as an acknowledgment of the approval and conditions of the approval.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Title Date

OWNER:

Bluewater Development LLC  
7444 Dexter Ann Arbor Road  
Dexter, MI 48130

VILLAGE:

Village of Dexter  
8140 Main Street  
Dexter, MI 48130

CONNEXIONS CHURCH:

Connexions Church  
7444 Dexter Ann Arbor Road  
Suites A, B and C  
Dexter, MI 4130



**VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE**

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

**Memorandum**

To: Village Council  
 Donna Dettling, Village Manager  
 From: Allison Bishop, AICP, Community Development Manager  
 Re: Bluewater Development – Connexions Church PUD Major Amendment Request  
 Date: October 4, 2011

**BACKGROUND**

Bluewater Development, on behalf of Connexions Church, has requested a major amendment to the Planned Unit Development (PUD) and Special Land Use approval to permit the interior remodeling of approximately 5,472 square feet of the existing building located at 7444 Dexter Ann Arbor Road, HD-08-05-300-052 to permit the occupancy of Connexions Church.

Connexions Church is proposing to lease approximately 5,472 square feet within 7444 Dexter Ann Arbor Road, Suites A, B and C, see attached site plan. The space will include a sanctuary, Sunday school and offices for the church. Connexions Church currently meets at Mill Creek School and has expanded a congregation within the community and now would like a more permanent location.

The Bluewater PUD was approved in October 2002. Per section 2.6 of the PUD agreement, “only those uses permitted and special in the PB Profession Business District (Article 14A) of the Village Zoning Ordinance will be allowed in the development”. Uses permitted or special in Article 14A include primarily office type uses and financial institution uses. Special land uses include funeral homes and higher traffic generating office uses. The applicant is therefore required to apply for a major amendment to the approved PUD.

The underlying zoning of the property in R-3, Multiple Family and the Master Plan Future Land Use map has the property designated as Ann Arbor Road Corridor Special Planning Area. It should be noted that in 2003 a major amendment to the Bluewater PUD and special land use approval were granted to permit the child care facility to lease space within the building. The proposal will occupy a portion of the space vacated by the child care.

<b>UNDERLYING ZONING</b>	<b>OVERLAY ZONING</b>	<b>MASTER PLAN</b>
R-3 (Multiple Family)	PUD (Planning Unit Development / PB (Professional Business))	ARC (Ann Arbor Road Corridor) Special Planning Area

**PUD Amendment Process**

Per Article 19, PUD, Section 19.13 Amendment and Revision:

- A. A developer may request a change in an approved area plan, an approved preliminary site plan, or an approved final site plan. A change in an approved preliminary or final site plan,

which is determined by the Zoning Administrator to be a major change, as defined in this section, shall require an amendment to the approved area plan. All amendments shall follow the procedures and conditions herein required for original submittal, review, and approval, including a public hearing and notification.

- B. A request for an amendment shall be made in writing to the Zoning Administrator and shall clearly state the reasons therefore. Such reasons shall be based upon considerations such as changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties, or advantages mutually affecting the interest of Village of Dexter and the developer, such as technical causes, site conditions, state or federal projects and installations, and statutory revisions. Following payment of the appropriate fee, the developer shall submit the required information to the Zoning Administrator for review.
- C. **Changes to be considered major**, for which amendment is required pursuant to the procedures and conditions as required for the original submittal as set forth in this Article XIX, shall include one or more of the following:
  - 1. Change in concept of the development.
  - 2. Change in use or character of the development.
  - 3. Change in type of dwelling unit as identified on the approved area plan.
  - 4. Increase in the number of dwelling units.
  - 5. Increase and/or decrease in nonresidential floor area of over five (5) percent.
  - 6. Increase and/or decrease in gross floor area or floor area ratio of the entire PUD of more than one (1) percent.
  - 7. Rearrangement of lots, blocks, and building tracts.
  - 8. Change in the character or function of any street.
  - 9. Reduction in land area set aside for common open space or the relocations of such area(s).
  - 10. Horizontal and/or vertical elevation changes of five (5) percent or more.

## **REVIEW**

### **PUD Review**

Based on the standards set forth in Section 19.13, PUD Amendment and Revision, staff has determined that a major amendment was necessary. A major amendment was determined based on the use change which will modify the character and/or times of the use.

Per Article 19, Section 19.13 a major amendment requires review of all provisions within Article 19 to determine the proposals applicability to the requirements for a PUD.

The Village's Planned Unit Development ordinance, Article 19, states in the intent that the PUD ordinance in part provides provisions for flexibility within the zoning ordinance, including, opportunities to "encourage the use and improvement of existing sites or buildings when the uniform regulations contained in other zoning districts along do not provide adequate protection and safeguards for the site or its surrounding areas or flexibility to consider adaptive re-use of existing structures". The Bluewater PUD was approved in 2002 as a mixed use office building that permitted an existing apartment to remain. The approval also permitted significant building renovation and expansion of a dilapidated building with outdated infrastructure, unimproved parking, no stormwater detention, no sidewalks and no landscaping.

The PUD was approved in 2002 and many of the site plan issues, such as building placement, parking lot, stormwater, landscaping, etc. were addressed in the initial submittal and will therefore not be commented on given that they will not change. The focus of the review will be how the proposed use meets the intent of the PUD, Master Plan, Zoning Ordinance and the provisions for approval in each of the respective planning documents and ordinances. The

review will also discuss how the proposal meets the special land use provisions within Article 8, Section 8.03, to provide additional information on the proposal as it relates to the existing underlying zoning district.

### **Article 19 – Planned Unit Development Regulations**

Section 19.01 Purpose and Intent – The applicant has indicated that the congregation within the community has grown and that permanent space is desired. The applicant has stated that a majority of the congregation members live within or around the community and that they would like to remain a part of the community when selecting a more permanent location. In accordance with the requirements of the PUD purpose (Section 19.01F) the proposal achieves economic and efficiency in land use by reducing existing vacant space, providing efficient and shared use of an existing parking lot, and providing an additional destination within the Village that may provide additional economic development opportunities. As with existing churches in residential areas throughout the Village the proposed use will be harmonious with public health, safety and welfare of the village and provide a valuable buffer use between the adjacent residential and office uses. The proposed use meets the Master Plan mixed use district future land use map, as well as the intent of the underlying, R-3 Multiple Family, zoning district, in which churches are listed as a special land use.

Section 19.02 PUD Regulations – A PUD may be applied to any zoning district and exists as a method to promote “flexibility to consider adaptive re-use of existing structures” and any land use or mixture of land uses. The proposed location is currently vacant and will be renovated to accommodate the needs of the applicant.

Section 19.03 PUD General Provisions and Section 19.04 PUD Design Standards – The site is existing and therefore applicable exterior site planning issues such as stormwater, building layout, parking, landscaping, and other requirements will remain unchanged. The applicant has indicated that parking lot lighting hours will be extended on Wednesdays for evening services but will be timed to shut down after services end. Review of the numerical parking requirements also indicated that based on the maximum occupancy of the space, per the Michigan Building Code, 167 people could occupy the site at a time and would require 56 parking spaces (1 per 3 seats). The site currently has 67 on-site parking spaces with an additional 24 on-street public parking spaces along Dexter Ann Arbor Road.

Section 19.05 PUD Conditions – Conditions may be applied for the purpose of ensuring existing public services and facilities affected by the land use. The proposed land use should not affect the existing utilities and the burden on the utilities will be reduced based on the REU calculation and tap fee resolution. Traffic impact may be reduced given the reduced day care facilities and the drop off and pick up times in the morning and evening. The traffic generated by the applicant will also vary from the remainder of the uses within the development.

Section 19.08 PUD Area Plan Requirements – As a major amendment the applicant is required to provide the information in Section 19.08. The following are the reviewable standards for the proposed use amendment within the existing PUD:

- a. General Character and Substance – The proposed use fits within the underlying zoning district and PUD as proposed. The underlying zoning on the site is R-3, Multiple Family which permits a the proposed use as a special land use; the Master Plan designates the parcel as ARC Special Planning Area or mixed use district; and the use efficiently utilizes the existing space and parking available. The change of

use from child care to church will also reduce the traffic and the traffic turning movements in and out of the site at peak times, resulting in better traffic flow on Dexter Ann Arbor Road, as well as safer pedestrian movement along Dexter Ann Arbor Road.

- b. Objectives and purposes to be served – The applicants are proposing to provide a permanent location for a growing congregation that serves members within the community.
- c. Compliance with regulations and standards – The building is existing and conforms to the Village’s standards and PUD requirements per the 2002 approval. Numerical parking requirements are also met based on the occupancy load maximum requirements of the Michigan Building Code and Village ordinances. The shared use of the parking lot also provides efficient use of existing parking, reduction in impervious surface and improved traffic and pedestrian circulation.
- d. Scope and scale of development proposed – The scale of the development will not change, there are no exterior improvements proposed. The scale of the development will not change except to reduce the peak use times and traffic movements in and out of the site. Hours of use within the development will extend select evenings and weekends.
- e. Economic feasibility of the proposed use – The applicant will be committing to a 4-5 year lease with the landlord.
- f. Impact Assessment and Evaluation of the Impact Assessment – The applicant has provided an updated Impact Assessment on the proposed use. Many of the items relate to the initial approval of a PUD, although are required for a major PUD amendment. The following items should be considered in the evaluation of the impact assessment:
  - a. Will the use be harmonious with and in accordance with the objectives of the Master Plan – The Master Plan for the ARC Special Planning area states that a mixture of uses is desired. The commercial focus of the area should be the Dan Hoey and Dexter Ann Arbor Road intersection and uses should be separate and distinct from the Village center. The proposed use is separate and distinct from the Village center and does not adversely affect commercial uses within the ARC commercial node or the Village center. The proposed use appears to complement the uses within the area and is similar to other similar type uses and locations within the Village.
  - b. Will the use be designed, constructed, operated, and maintained in harmony with the existing or future neighboring uses – The Master Plan describes the ARC District as a mixed use district with less intense office or multiple family residential uses. The proposed use is less intense than both office and multiple family uses.
  - c. Will the use not be hazardous or disturbing to existing or future neighboring uses – The proposed use is less intense than office uses or multiple family uses with regards to vehicle trips per day. The proposed use will primarily be used a few days a week. The proposed use will result in weekend activity and reduced weekday activity.
  - d. Will the use represent a substantial improvement to the property in the immediate vicinity and to the community as a whole - The proposed use will provide an occupant for existing vacant space. The proposed use may also improve communities in direct and indirect manners. Some studies have shown that churches enhance long-term health of communities and provide valuable contributions to communities in the areas of direct economic contributions, social

- services and community volunteering, education and civic skills training, and reduced levels of deviance.
- e. Served by public utilities – The site is an existing site and serviced by all existing facilities.
- f. Will the use not create excessive additional requirements at public costs – No additional public services or costs should be required.
- g. Will the proposal involve uses, activities, processes, materials, etc that will be detrimental to any persons, property, etc. – No processing, manufacturing, etc will take place at the site, only meetings and activities.

**Article 8 - Special Land Use Review**

The underlying zoning at 7444 Dexter Ann Arbor Road is zoned R-3 Multiple Family. Per Article 12, R-3 Multiple Family, Section 12.03, Special Land Uses, B. Churches; are considered a special land use and require additional review and approval.

Given that the project is a PUD flexibility in zoning is permitted. Per Section 8.03, Standards for Special Land Use Review and Approval the following should also be reviewed to assure that the use is compatible with the district and PUD as it is proposed.

- A. The use is consistent with the goals and objectives of the Future Land Use map within the Master Plan - As stated above, the proposal is consistent with the ARC Special Planning mixed use district within the Master Plan and the underlying zoning district.
- B. The use is consistent with the stated intent of the zoning district – The R-3 Multiple Family District intent is to serve as a “transitional” zone between non-residential and residential districts, the proposed use is a transitional use proposed within a transitional district and location within the ARC Corridor and downtown core residential district.
- C. The use will be operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity – The building in which the proposed use will occupy is existing. The only exterior change that will be made is to the timing of the parking lot lights. The parking lot lighting timers will be adjusted for the safety and security of the buildings evening use. No other exterior changes or site modifications will be made to the building.
- D. The use will not impact the natural environment – No exterior building modification or site modifications will be made to impact the natural environment.
- E. The use can be served by existing public facilities – The proposed use will not require any additional services.
- F. The proposed use will make vehicular and pedestrian traffic no more hazardous than is normal –
  - a. Vehicular turning movements – Will be reduced during peak travel times with the change from day care to the proposed use.
  - b. Proximity and relationship to intersections – The project is existing. The location of the proposed use within the site is adjacent to the intersection of Kensington Street and Dexter Ann Arbor.
  - c. Adequacy of sight distances – The project is existing and sight distances should not be impacted.
  - d. Location and access of off street parking – On site parking is adequate to serve the needs of the proposed use per the ordinance and the maximum occupancy permitted by the Michigan Building Code. On street parking is also available on Ann Arbor Street between Kensington and Inverness.

- e. Provisions for pedestrian traffic – Sidewalks exist within the site and surrounding the site making pedestrian access safe and accessible.
- G. The proposed use will not interfere with or discourage other development in the area – The existing site is surrounded by built out properties.
- H. The proposed use shall be designed, located, operated to protect the public health, safety and welfare – The proposed use should not impact the public’s health, safety and welfare.

### **PLANNING COMMISSION ACTION**

On October 3, 2011 the Planning Commission held the required public hearing on the proposed amendment request for Connexions Church. There were a number of representatives from the congregation at the meeting in support of the application and one member addressed the commission. The commission discussed the parking needs and availability, the lack of kitchen facilities and special events. The applicant responded to the questions stating that any food that will be at the facility will be pot luck or catered and that kitchen facilities are not desired by the congregation. The commission also discussed hours of operation. Staff has not recommended limitations on the hours of operation, however the applicant has provided information on the proposed hours of operation within the information they provided.

Following the public hearing the Planning Commission recommended approval of the major amendment with the following motion:

The Planning Commission moves to determine that the requested PUD amendment submitted by Bluewater Development LLC on behalf of Connexions Church, to occupy space within the Bluewater Building, 7444 Dexter Ann Arbor Road, be determined to be a major amendment in accordance with Section 19.13C. In accordance with Section 19.13, Amendment and Revisions to a PUD and the public hearing held on October 3, 2011 the Planning Commission recommends that the Village Council determine that Connexions Church meets the intent of the Master Plan and Planned Unit Development provisions and grants the major amendment and special land use request to allow the church to lease space within the building with the following conditions:

1. An addendum to the PUD and Development Agreement stating the conditions of the approval must be drafted and signed by the Village, Bluewater Development LLC and Connexions Church.
2. Signage must conform to the existing signage at the site.

### **ACTION REQUESTED**

It is requested that Council take action on the Major PUD amendment request and special land use approval.

**SUGGESTED MOTIONS**

Based on the information presented at the meeting, in accordance with Section 19.13, Amendment and Revisions to a PUD, Section 8.03, Special Land Use Standards and as recommended by the Planning Commission, the Village Council determines that the requested PUD major amendment submitted by Bluewater Development LLC on behalf of Connexions Church, to occupy space within the Bluewater Building, 7444 Dexter Ann Arbor Road be **approved** because the proposal meets the intent of the Master Plan and Planned Unit Development provisions with the following conditions:

1. An addendum to the PUD and Development Agreement stating the conditions of the approval must be drafted and signed by the Village, Bluewater Development LLC and Connexions Church.
2. Signage must conform to the existing signage at the site.

OR

Based on the information presented at the meeting, in accordance with Section 19.13, Amendment and Revisions to a PUD, Section 8.03, Special Land Use Standards, the Village Council determines that the requested PUD major amendment submitted by Bluewater Development LLC on behalf of Connexions Church, to occupy space within the Bluewater Building, 7444 Dexter Ann Arbor Road be **denied** due to the following:

1. \_\_\_\_\_
2. \_\_\_\_\_

OR

The Planning Commission moves to **postpone** the PUD amendment request submitted by Bluewater Development, LLC on behalf of Connexions Church for 7444 Dexter Ann Arbor Road until \_\_\_\_\_ **(date)** \_\_\_\_\_ to allow the applicant more time to gather the following information:

1. \_\_\_\_\_
2. \_\_\_\_\_

Please contact me prior to the meeting with questions.

Thank you,



3. Reasons why the amendment is being requested, the burden shall be on the applicant to show good cause for any requested change: (changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties or advantages mutually affecting the interest of the village and the developer such as technical causes, site conditions or state or federal projects and installations or statutory revisions):

See attached.

4. Additional Information: See attached.

\* The Zoning Administrator shall have authority to determine whether a requested change is major or minor, in accordance with the ordinance. The burden shall be on the applicant to show good cause for any requested change. Upon approval, revised drawings shall each be signed by the petitioner and the owner(s) of record or the legal representative(s) of said owner(s) and submitted for the record.

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*For Office Use Only*

Planning Commission Notification/Action  
Village Council Notification/Action

10/3/11 Date: \_\_\_\_\_  
Date: \_\_\_\_\_

REASONS FOR DENIAL:

APPROVAL STAMP

Conditions of Approval:

Bluewater Development is requesting a major site plan amendment and special land use approval for the Bluewater Building.

Connexions Church has been meeting at Mill Creek Middle School and Dexter High School since September 2007 and would like to have a permanent location for their church. The proposed location is the old Wolverine Moore Glass space (currently day care space and unused space - Suite B and C and the second floor as shown on the attached drawing). The space is approximately 5,472 square feet. Suite B will be used for Sunday School. Suite C will be used for a Sanctuary. The second floor will be used for offices and extra Sunday School space.

Given the current state of the local economy, this is the most feasible solution for the church. They will not need to purchase a piece of property in the Village and then construct a new church or complete major renovations to an existing building. At this time the proposed location meets the needs of the congregation.

The existing Bluewater Building layout will only require minor interior revisions to accommodate Connexions' needs. The economic benefits to the Village are that by leasing this space, the church will remain in Dexter and continue to serve the community, the church members will be in Dexter two days of week and will help support the local businesses and the property the church utilizes will remain on the tax rolls. The benefit for Bluewater Development is to re-lease both vacant office space and the unfinished old glass shop.

The church will typically have meetings on Sundays and Wednesday nights. The Sunday services will be held from 8:00 AM to 2:00 PM and the Wednesday night program will be held from 6:00 PM to 9:00 PM. Approximately 100 - 120 people will attend on Sunday worship services and 60-80 people will attend the Wednesday night program. Per the local building code, the sanctuary will hold 150 people and the suites have adequate toilet facilities for this occupant load. The site has 69 parking spaces including the ones on Kensington St. that will provide the majority of the church parking. There are also approximately 24 additional, underutilized, on street parking spaces along Dexter Ann Arbor Road for overflow parking if necessary.

The majority of the congregation members either live in Dexter or the surrounding townships and they feel very strongly about their church being located in their community. They also feel very strongly about having a permanent church home instead of moving back and forth between various school buildings and setting up and taking down their equipment every Sunday. This location accomplishes both of these goals.

The exterior of the building will not require any modifications. The interior will only require minor improvements to the old warehouse including a few doors, paint, ductwork and electrical wiring.

Bluewater Development believes this is a win/win situation for all parties involved. Connexions Church will have a church home, the Village will benefit from the efficient and shared land use and Bluewater Development will lease additional space in their building.

We respectfully request the major amendment to allow Connexions Church to occupy the Bluewater Building be approved.

Connexions Church  
Major Amendment to the PUD  
Impact Assessment  
September 16, 2011

Bluewater Building  
Suites B & C  
7444 Dexter-Ann Arbor Rd.  
Dexter, MI

- (a). Water, noise, and air pollution associated with the proposed use.  
There are no water, noise or air pollution issues with the proposed use.
- (b). Effect of the proposed use on public utilities.  
There will be no additional impact on the existing public utilities servicing the building.
- (c). Historic and archeological significance of the site and adjacent properties.  
There are no historic and archeological significant issues on the site and adjacent properties.
- (d). Displacement of people and other land uses by the proposed use.  
There are no displacement of people and other land uses.
- (e). Alteration of the character of the area by the proposed use.  
The character of the area will not be altered by the proposed use.
- (f). Effect of the proposed use on the Village's tax base and adjacent property values.  
There is no negative impact to the Village tax base and the adjacent property values. Since Connexions Church will be leasing the space, the entire building will remain on the tax rolls.
- (g). Compatibility of the proposed use with existing topography, and topographic alterations required.  
There are no topographic issues.
- (h). Impact of the proposed use on surface and groundwater.  
There are no surface or groundwater issues.
- (i). Operating characteristics and standards of the proposed use.  
The church will use the building on Wednesday evenings and Sundays. The hours will not negatively impact the other tenants, neighbors or the Village in general.

- (j). Proposed screening and other visual controls.  
There are no screening or other visual control issues.
- (k). Impact of the proposed use on traffic.  
There are no negative traffic issues given the church's hours of operation.
- (l). Impact of the proposed use on flora and fauna, natural resources and natural features, woodlands, wetlands, etc.  
There are no impacts on the flora and fauna, natural resources and natural features, woodlands and wetlands.
- (m). Negative short-term and long-term impacts, including duration and frequency of such impacts, and measures proposed to mitigate such impacts.  
There are no negative short-term or long-term impacts with the proposed use.
- (n). Economic effect the project would have on the Village, including, but not limited to, the additional need, if any, for Village public services such as the need for additional police or fire services, or public school support, the generation of municipal refuse, etc.  
The positive economic impact of this project is by leasing space, the church will not be taking property off the Village tax rolls. There are no negative economic impacts caused by this use. The church does not require any additional police, fire, school or municipal services.



VILLAGE OF DEXTER  
SITE PLAN REVIEW & SPECIAL USE APPLICATION

See Fee Schedule for Details; Receipt #: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_

Additional required information for Special Use Permit:

15. Statement describing the use proposed. This should include information about the hours of operation, number of employees and clients, type of programming or services, traffic expected to be generated, and any other pertinent information and/or site development characteristics.
16. All applications are presented to the Planning Commission at a public hearing for a recommendation prior to begin forwarded to the Village Council for final consideration. Therefore, all applications must be submitted 4 weeks prior to 1st Monday of month in order to ensure proper notice time and preparation time. Incomplete applications cannot be processed.

*[Signature]* 9/2/11  
Owner's Signature Date

*[Signature]* 9/2/11  
Applicant's Signature Date

STAFF REVIEW:

Planning Commission review date: 10/3/11

Council review date: \_\_\_\_\_

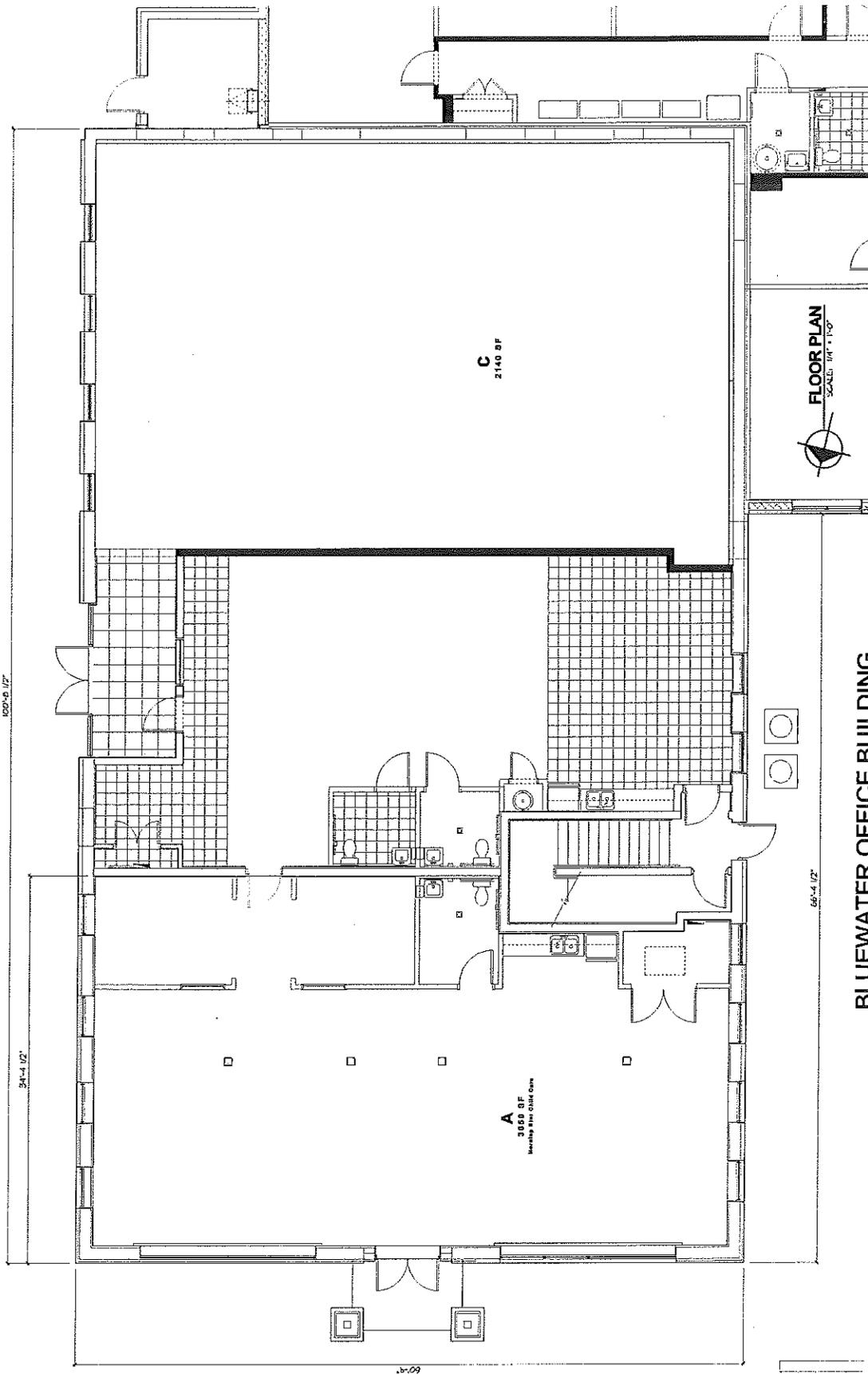
Date \_\_\_\_\_ Approved  
\_\_\_\_\_ Denied

APPROVAL STAMP

Reviewed by: \_\_\_\_\_

REASONS FOR DENIAL:

EXISTING NONCONFORMITY'S/ VARIANCES GRANTED:



**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**BLUEWATER OFFICE BUILDING**  
DEXTER, MICHIGAN

**C**  
2140 SF

**A**  
3069 SF  
Including First Office Core

100'-6 1/2"

84'-4 1/2"

66'-4 1/2"

60'-4"





AGENDA 10-10-11

ITEM 1-2

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092  
5614

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)  
Phone (734)426-8303 ext 17 Fax (734)426-

MEMO

**To: Council Members**  
**From: Website Committee**  
**Date: October 5, 2011**  
**Re: Website Developer Recommendation**

Over the past several months the Website Committee has been working through a selection process for developing a new Village website. The Request for Proposals was released on July 20<sup>th</sup> with responses due on August 15<sup>th</sup>. Fourteen proposals were received and reviewed by the Committee. From these fourteen, seven were selected to be interviewed. One pulled out of the process prior to the interview, so six companies were interviewed on September 8<sup>th</sup> and 9<sup>th</sup>. Following the interviews the field was narrowed to four who were asked to respond to follow-up questions. After reviewing all of the information that has been received the Committee is ready to make a recommendation of Ciesa Design. A copy of Ciesa's proposal and their response to follow-up questions is attached for your review.

The Committee was comfortable with the representatives from Ciesa immediately during the interview process. They attended the interview with four representatives from their company. Ciesa has created websites for a variety of organizations including the Michigan Chamber of Commerce. They will be using an "open source" content management system (Drupal) that means that other website development companies could step in and modify the site in the future, if that became necessary, without it needing to be rebuilt. Ciesa has built around 30 websites using Drupal.

References confirmed that Ciesa follows a well thought out process for design and implementation. They utilize a work tracking system called Basecamp that allows clients to monitor the progress of work. The Committee is confident that they will take the time necessary to create an excellent product for the Village.

The Committee would like to request that Council approve entering into a contract with Ceisa Design. Ceisa's proposal was for \$14,700. The amount included in the budget as a "placeholder" was \$10,000 in Council Professional Services. We may need to utilize Ciesa for document transfer which is an additional expense of \$100 per hour, estimated at 35 to 50 hours. Staff will be working to lower this cost by doing some of the file transferring "in-house". To account for this or other minor variations, the committee would like to request that Council set the budget at \$20,000.

Original Proposals Received

Donovan & Smith	Design Hub
Re:group	RC Productions
Intrafinity	Atrient
Graphics Department Inc.	SAMSA
Gaslight Media	Basso Design Group
Rizzi Designs	Revize Software Systems
Realize Website	Ciesa Design

Companies Interviewed

Donovan & Smith	Design Hub
RC Productions – withdrew	Gaslight Media
Ciesa Design	Revize Software Systems
Rizzi Designs	

Companies Selected for Further Questioning

Donovan & Smith	Rizzi Designs
Ciesa Design	Revize Software Systems

Village of Dexter, Michigan  
Website Proposal  
Response to RFP dated July 20, 2011

August 16, 2011

John Strickland  
Ciesadesign



# WEB STRATEGY

**Engage.** Build trust and loyalty with your audience. Be authentic and consistent.

**Educate.** Clearly communicate your message with compelling, audience-focused content.

**Empower.** Promote open dialog, enhance the user experience, drive web traffic.

# INTRODUCTION

The Village of Dexter has had an online presence for nearly ten years. The Village has determined that the time is right to update this presence for a variety of reasons including a desire for an updated, appropriate visual and navigational design as well as a need to integrate current technologies. Updating the design of the site will make it easier to navigate, and will present the Village in a more appealing way to visitors. Integrating current technologies will allow the Village to offer more online services such as opt-in email lists and page update notifications, as well as allow the integration of an online content management system. The company background and example websites indicated in this proposal demonstrate CiesaDesign's ability to develop a comprehensive, visually appropriate and technically up-to-date website.

# I. EXECUTIVE SUMMARY

When embarking on a complete website redesign and content management system integration, CiesaDesign follows a proven process from evaluation of the existing website, to development and review of project goals, establishment of specific phases, and finally development of the website itself.

Outlined more completely later in this document, our process generally follows these steps:

We begin with a review and evaluation of the existing website, discussing with the organization the strengths and weaknesses of the website. We review the content and the organization of the website, establishing which content will move to the new website and which will not be included. We review and evaluate client-suggested updates to content, organization and technical features, and establish needs, desires and goals. Finally we will consider the target audience of the website in an effort to develop the most appealing and appropriate visual and navigational designs.

With these specific needs and goals in mind, CiesaDesign will prepare and present a 'wireframe' outline of the website that will describe the content, functionality and organization of the website. This wireframe will be presented to and discussed with the client, and will be revised and finalized based on the client's input.

As the wireframe is finalized, a timeline is developed that indicates specific phases and milestones, and indicates responsibilities of CiesaDesign and of the client. This timeline is continually reviewed as the website is developed and the client is alerted at any point that the timeline may need to be modified.

When the website moves into production, CiesaDesign will present visual design concepts which take into account not only the client's needs and goals, but also those of the target audience. With the client's input, the visual and navigational designs of the website are finalized, and then technical development begins.

Technical development includes programming of the actual web pages and integration of the features established in the previous steps. This development also includes integration of the Drupal content management system described in more detail on the following pages.

## 2. COMPANYBACKGROUND

### Organization

#### CiesaDesign

ciesadesign.com

200 E. Grand River Ave., Lansing, MI 48906

ph: (517) 853-8877 • fax: (517) 853-2999

Incorporated in the state of Michigan as Ciesa, Inc. in 1982

For more than 35 years, CiesaDesign has delivered exceptional creative work in Michigan and around the country. At CiesaDesign, we offer more than design. We offer strategies — the modes and methods of communicating at a glance, crafted by the region's leading designers, developers, writers and marketers.

CiesaDesign's primary focus is brand development. It is a key consideration for all businesses, and we pride ourselves on our ability to serve nearly any organization, large or small. Our diverse client base ranges from industrial to fashion, healthcare to education, local to national, and most have been with us for ten years or more. We also serve, at times, as a creative incubator for larger regional advertising agencies, to help them develop fresh, new approaches.

Earlier this year, CiesaDesign received Michigan's only and Lansing's first-ever 2011 Gold ADDY Award from the American Advertising Federation.

#### Following is a listing of our senior positions:

President: Lauren Ciesa

Vice President of Operations: Brian Azar

Vice President of Communications: Kate Tykocki

Vice President of Creative Strategy: Chris VanWyck

Creative Director: Michael Sundermann

Account Services: John Donohoe

We are a growing company with a staff of 12 full-time and 3 part-time located in Lansing, Michigan's historic Old Town. Our diverse team is comprised of seven gals and eight guys, and though our team members are primarily Caucasian, we embrace diversity, open minds and a supportive environment with both our staff and clients. Our team members hail not only from Michigan and other midwestern states, but also from both east and west coasts.

#### Our vision — strategy merges with creativity

The power of a strong brand resides in its authenticity and consistency. Logos, packaging, collateral materials and web all work together to support a cohesive series of visual impressions. As your markets grow more cluttered, the clarity of these impressions becomes a vital strategic asset.

Our vision is to provide strategic and effective communication, utilizing all modes and methods, positioning our clients for maximum success.

## 2. COMPANY BACKGROUND

### Organization, *continued*

#### Qualifications of Personnel

**John Donohoe:** A current comparable client of John's is the Michigan Chamber of Commerce, for whom he manages development and production of all communications materials including print and internet-based. John oversaw the complete re-branding of the Michigan Chamber during the spring of 2011, and continues to manage development of internet-based and traditional print communications pieces, interfacing between client and up to six individual staff members at one time. John has 24 years of experience in the graphic design industry, 12 years as a full time designer, six years as a website designer (where he began working more directly with clients), and moving over the last six years into account services where he is continually in touch with clients leveraging his considerable hands-on experience interpreting and communicating needs and concepts between clients and designers. John earned his BFA at Michigan State University

**Brian Azar:** Brian's expertise in technology, business, and communication has allowed him to succeed in a number of diverse roles. His 20 years of experience includes management positions in big companies such as Hewlett-Packard, start-up ventures and smaller web development companies. Brian currently emphasizes the use of social media and its impact on web technologies. Brian is also a PMP certified project manager (#246697). Brian earned an MBA (University of Arizona) and holds a BA in Communication (University of California, Santa Barbara).

**Chris VanWyck:** Chris's big-picture thinking and outside-the-box perspective bring freshness and strategic positioning to his award-winning visual solutions. Chris's branding and re-branding projects set the stage for promotional and web applications, and have led to participation in product development for such firms as DeVilbiss Automotive Refinishing. Chris's witty posters have created a strong identity for many organizations,

including the Great Lakes Restoration Conference, the East Lansing Art Festival and Lansing's Chili Cook-Off. He has also developed award winning franchise visual identities for two favorite area coffee shops, Biggby and Kaffa House, and branding initiatives for Hayes Green Beach Memorial Hospital and Astera Credit Union.

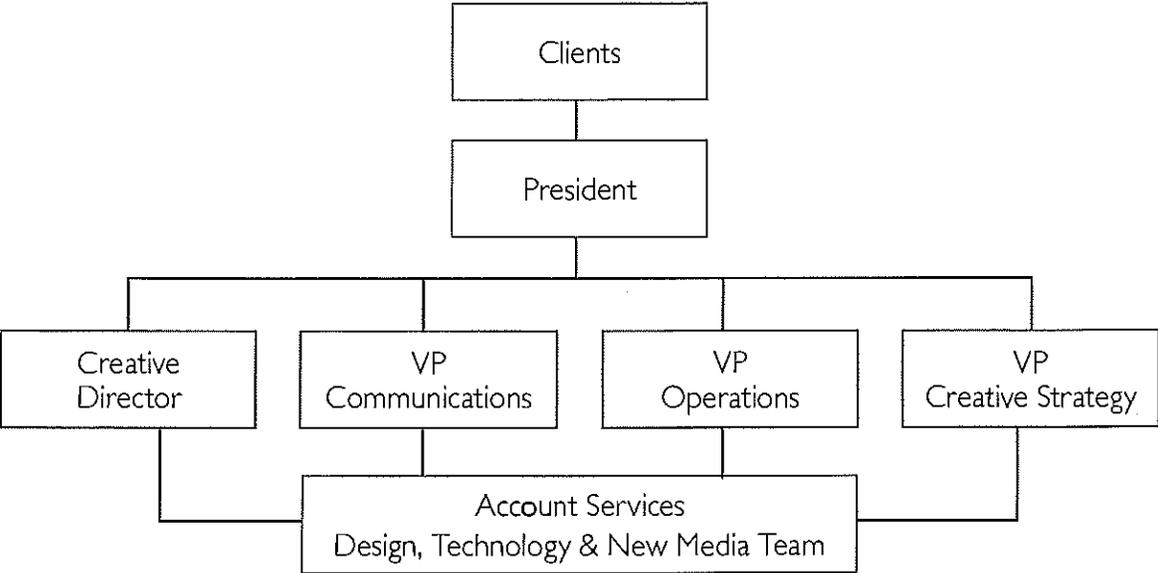
In 2011, Chris's logo for Spin Bicycles was recognized with a Gold ADDY from the American Advertising Federation. It was Michigan's only Gold ADDY this year and the first national Gold ADDY in Lansing's history.



**Nathan Houghton** brings over 15 years of experience in both print and web design and development. Nathan's design philosophy can be summed up in two words "clean sophistication." Nathan's award winning web designs are clean and dynamic, without being complicated for the user. The most recent relevant example of his work can be seen in the web site of the Michigan Chamber of Commerce: <http://www.michamber.com>. Nathan has also participated in development of a vast variety of print materials which are all extensions of brands established by CiesaDesign as well as developing a variety of logos and corporate identity systems.

**Kevin Liuzzo** makes a large effort to ensure that the smallest detail is accounted for. Kevin is another of our lead designers and develops extended ranges of communications pieces out of fundamental branding established by CiesaDesign's senior art directors and designers. Kevin is particularly adept at the technical intricacies of various software programs including the complete Adobe Creative Suite, and is often called upon by our clients to "walk them through" various procedures to help them meet their requirements at their own desktops. Kevin can also boast a string of awards for his work in logo and cooperate identity development.

Table of Organization



## 2. COMPANYBACKGROUND

### Website Design/Redesign Examples

#### Michigan Chamber of Commerce

Contact: Betty McNerney, Senior Director of Communications • (517) 371-7663 • [bmcnerney@michamber.com](mailto:bmcnerney@michamber.com)

The Michigan Chamber of Commerce is a large, multi-faceted organization. After providing project work in the form of booklets, brochures and postcards for years, in fall of 2011 CiesaDesign embarked on a brand audit to help the Chamber to determine how it might more effectively communicate and connect with its variety of target audiences. At the same time, the Chamber determined an urgent need for a comprehensive redevelopment of its website. A thorough analysis of Chamber offerings, missions and messages ensued, in parallel with a complete reorganization of website content. In December of 2010, the web site went live, and we rolled out the Chamber's new branding to rave reviews. CiesaDesign continues to brand and promote the Chamber's special programs in print and online including Great Ideas for Michigan, the Future Forum, Leadership Michigan and others.



#### Hayes Green Beach Memorial Hospital

Contact: Matthew W. Rush • (517) 543-1050 ext 1206 • [mrush@hgbhealth.com](mailto:mrush@hgbhealth.com)

Hayes Green Beach Memorial Hospital has a rich and unique history. What started in a beautiful stone mansion 77 years ago has evolved into a modern, warm, welcoming facility full of professionals who are committed to promoting the health and well-being of the community. Beginning with the development of the tagline "together in health," CiesaDesign crafted a multi-faceted repositioning brand campaign that was based on three institutional pillars: Relationships. Capabilities. Doctors. From the tone of the copywriting to the visual execution (which spanned print, outdoor, web and broadcast), "together in health" was used as the common thread to support and connect the three pillars. As a major employer and community champion, it was important for HGB to remember its small town roots while building awareness of a new era of technological sophistication and services. Our campaign embraced both of these values and worked to position HGB uniquely in a region that finds them in competition with two much-larger health care institutions. CiesaDesign provided identity, website, tactical print and media visibility.



## Greater Lansing Life Campaign

Contact: Denyse Ferguson • (517) 702-3387 • fergusond@leapincorporated.com

The Greater Lansing region is home to diverse and rich cultural and business offerings, but it was suffering from an identity crisis. In conjunction with the regional development group Lansing Economic Area Partnership (LEAP), CiesDesign created a cohesive regional marketing campaign to raise awareness and celebrate the strength and vitality of the Greater Lansing community. The multi-faceted campaign extolled the collective regional prowess of the Greater Lansing community. Using the tagline "Where it all comes together," the campaign utilized video, print, outdoor and digital vehicles to deliver the message.



## Dean Transportation

Contact: Patrick Dean • (517) 319-8300 • patrickd@deantrans.com

Dean Transportation offers school bus service to over 80 school districts and charter bus service and transportation to sporting events, casinos, and other regional destinations through their sister company, Dean Trailways. Dean recently introduced Black Car, a division that serves individuals and companies with executive travel needs. Dean has become one of the largest privately-owned transportation companies in the U.S. and their website and marketing needed to reflect this distinction. Dean approached CiesDesign with three goals: 1) update the Dean logo, 2) create a professional corporate identity while maintaining ties to the rich history of their family-owned business, 3) develop web and e-commerce solutions for their various businesses. A comprehensive branding exercise led to a redesign of their identity that is reflected in a new all-encompassing website. The four-part website consists of a parent-corporate site representing the business as a whole, and 3 additional sites that showcase their distinct, user-specific services: Schoolbus, Trailways, and Black Car. All the sites have a similar look and feel, giving this company the consistency and strength to compete in an increasingly competitive market. CiesDesign applied the website's look and feel to Dean's

marketing efforts, producing web and print ads to strengthen consistency of the brand.



# 3. IMPLEMENTATION PLAN

## Website Project Management Process

We believe that effective project management is crucial to the success of a website project. Our processes are based on more than 15 years of experience, and have been proven across a range of projects from small business websites with less than 10 pages up to large corporate sites with hundreds of pages of content.

Our approach divides every web project into four parts:

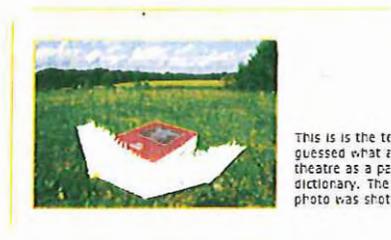
- Design
- Training and Testing
- Construction
- Going Live

During the design phase we work with you to define your goals in the four key areas illustrated below. We produce written deliverables describing the plan for each element of design, review our work with you, and move on only after we're both satisfied. Just like building a house, a website must be based on a solid foundation and the foundation must be properly defined before beginning construction. Design usually takes two to four weeks to complete, depending on your needs.

Once the key areas have been defined, the construction phase begins. This is where the website is built. Our developers have the knowledge and experience needed to deliver your design preferences, while avoiding common mistakes that could make your site harder to maintain in the long run. Wherever possible, we use techniques that allow you to maintain your site without the need for technical staff or knowledge. Construction is often the longest phase, taking from several weeks to several months, depending on the amount of content that must be added to the site.

Although we thoroughly test every website against the approved design documents before turning it over to you, adjustments are almost always needed before going live. We begin by training you on your new website and the tools it offers. Then we support you as you explore your site, and we answer any questions you may have. This process typically takes between a week and several weeks depending on the size of the project.

The final step of every website project is to make the website live. An industry-leading national hosting company recognized for its superior service and stability



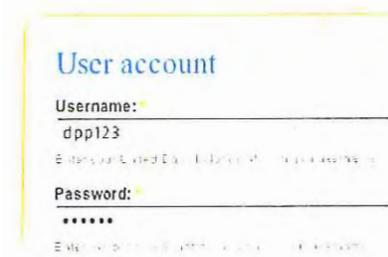
1. Content Evaluation—defines nature and source of content



3. Information Architecture—how the site and its navigation are organized



2. Visual Design—how the site looks



4. Functionality—site features and capabilities

provides Ciesadesign's hosting. If you choose to host with us you'll benefit from our backup solution, which means we can restore a version of your site from up to a year in the past if needed. You'll also be protected by our active monitoring, which ensures that we will know and respond to any website problems before you become aware of them. Hosting with Ciesadesign also ensures that we will be able to support your website needs over time and that we'll be familiar with your usage and practices when you need assistance.

As with our other project phases, we have a well-defined process for going live which ensures that everything goes as smoothly as possible. Going live typically takes three days.



# Drupal Content Management System (CMS)

CiesDesign leverages the power of the Drupal CMS to build websites. Drupal is a free software package that allows an individual, a community of users, or an enterprise to easily publish, manage and organize a wide variety of content on a website. Millions of organizations use Drupal to power their websites. Harvard University, CNN, Greenpeace, Yahoo!, Fedex, and Nike are only a few examples. The built-in functionality, combined with thousands of freely available add-on modules, enables features such as e-Commerce, blogs, newsletters, galleries, and almost anything else you can imagine.

Drupal is open-source software, meaning that you're not locked in to one vendor's proprietary solution. Drupal is also easy to use, and offers many features to help you maintain your site, including:

- *Friendly content editing interface with web-based administration*
- *Customizability and personalization*
- *Powerful search features*
- *Flexible user roles and permissions*

Creating and editing content in Drupal is simple. Administration of your website content will require neither technical staff nor learning complicated HTML coding. Most content is readily editable via the standard *wysiwyg* editing interface, which is similar to popular word processing tools your administrative staff are most likely familiar with. Features include the ability to include images, format text, run spell checks, and more. The editing interface is also web-based, which means you can manage your website from anywhere that you have Internet access!

**Create Page**

Title:

Menu settings

Body:  Show summary in full view

**B I U** | | Styles | Format |

| | | | | | |

This is the ten thousandth photo taken on my digital camera. Who could have guessed what a unique image it might have been? The photo was shot for the local theatre as a part of the show poster. In the end, they used the wings but not the dictionary. The poster will look more like a book cover than anything else. The photo was shot at the Williamstown Township park at the top of the sledding hill.

Image:  Photo

Select an image to upload.

Image description:

Alignment:

Dimensions:  x

Border:

Vertical space:

Horizontal space:

*Word processor-like text edit interface and photo uploading/resizing*

If your needs include more technical administration tasks, Drupal has an easy-to-use interface for accessing common back-end tools and capabilities. No matter how much control you need, Drupal can be configured to give you the right level of access.

### 3. IMPLEMENTATION PLAN

A typical website redesign follows a timeline similar to that indicated below.

- 1 week:** Research and evaluate existing website contents, review with client
- 2 weeks:** Prepare wireframe/Information Architecture, present to client, discuss and integrate client input
- 3 weeks:** Prepare main page visual design concept, present to client, discuss and integrate client input
- 2 weeks:** Prepare interior page(s) visual design concept(s), present to client, discuss and integrate client input
- 4 weeks:** Website technical development
- 1 week:** Evaluation and testing
- 1 week:** Content management system client training
- 1 week:** Finalize and upload website to hosting server

### 4. SUPPORT

CiesaDesign prefers to 'team' with our clients. We realize that once a website project is completed, the client will often find themselves in need of assistance, or at the very least, will have questions about how to implement certain tasks or updates. For this reason, CiesaDesign maintains a policy of open communication. As a client of ours, you may email or phone us at any time and usually be immediately connected with the designer or programmer who developed your website. Our team is always prepared to walk you through any procedures with which you might need help.

The Drupal content management system runs on the web server, and when hosted on CiesaDesign's servers, all updates to the Drupal CMS are implemented on a regular basis by CiesaDesign.

The client will not notice any interruption in service during these updates.

As indicated above, CiesaDesign does offer continual website technical maintenance and hosting. The monthly fee varies from \$99 per month to \$199 per month depending on the size and technical complexity of the web site.

## 5. CLIENT REFERENCES

### Client List

CiesaDesign has provided services for more than 300 unique clients in all ranges of industries. CiesaDesign is not at liberty to publish costs our various clients have incurred using our services, but we are happy to discuss general ranges of costs for particular projects either proposed or completed. Please see our website, [www.ciesadesign.com](http://www.ciesadesign.com), or contact us for further information.

### References

*Descriptions of work for each reference appear in the Website Design/Redesign Examples area of 2. Company Background.*

Betty McNerney  
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Michigan Chamber of Commerce  
600 S. Walnut St., Lansing, MI 48933  
(517) 371-7663  
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[www.michamber.com](http://www.michamber.com)

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President and CEO  
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[mrush@hgbhealth.com](mailto:mrush@hgbhealth.com)

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President and CEO  
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# RANGE OF COSTS FORM

## Village of Dexter Website Development Proposal

### Estimated Range of Cost Form

**Vendor Name:** Ciesa, Inc. [dba CiesaDesign]

**Vendor Address:** 200 East Grand River Avenue, Lansing MI 48906

**Contact Name:** John Donohoe, Account Services

**Phone/E-mail:** (517) 853-8877 ext. 18 / johnd@ciesadesign.com

**Date Completed:** August 15, 2011

Please include an estimated range of cost for the services outlined in the proposal document:

\$14,000–18,000

Additional documentation should be attached as necessary.

A formal fee proposal will be requested by vendors selected by the Village to continue through the selection process.

# WEBHOSTINGOPTIONS/ RECOMMENDATIONS

CiesaDesign offers hosting at a monthly cost of \$99 to \$199. Our servers are located in a dedicated hosting facility which is fast, secure and backed by redundant power systems for continuity of service.

Please see: [www.liquidweb.com](http://www.liquidweb.com) for comprehensive information on our hosting capabilities and services.

Alternatively, a client may choose to host the website on their own server; however, updates to the Drupal CMS will not be made on a regular basis. Any LAMP-stack web server based on current hardware and software technologies is capable of running the Drupal CMS. However, remember that added technical features of your new web site may dictate more powerful hardware or different or more current software. Consider also that if hosting on your own server, you will not be able to receive the same level of service from our knowledgeable support staff.

Village of Dexter, Michigan  
Website Pricing Proposal

September 26, 2011

John Danching  
CiesuDesign



# PROJECTSCOPE

CiesaDesign proposes to redesign the Village of Dexter's website to incorporate the following features:

- Use a fresh, contemporary design approach.
- Use the Drupal CMS to build the new website and provide flexible, user-centric administration.
- Deploy an advanced search capability including the ability to search for content inside PDF files.
- Enable a calendar of events with hyperlinks to additional content at a unique URL.
- Enable notification of changes to specific web content via email signup.
- Enable email signup and download of the email list by Village of Dexter web administrators.
- Set up Google analytics capability.

## RESPONSES TO VILLAGE OF DEXTER INQUIRIES

- 1. Are there any Village or City clients you have developed websites for?**  
Brian Azar has worked extensively on City websites on a national level in his earlier working experience. CiesaDesign is currently working with the state of Michigan on the michigan.gov website. We also have many substantial websites in our portfolio including the Michigan Chamber of Commerce.
- 2. What Drupal modules would be utilized in building our website initially? What is considered part of the basic Drupal and what modules would be extra?**  
Drupal 6.X core modules will be used. We will also use the following additional modules which we will install: Calendar, Webform, Rules, Search Files. There is no charge for any Drupal software regardless of the modules used. CiesaDesign only charges for our time and expertise configuring Drupal.
- 3. Is an automated workflow approval process a standard or extra feature?**  
If the goal is to notify a super-administrator that a sub-administrator has submitted content for approval and posting to the website, then yes, this capability is included.
- 4. Are there modules that you would recommend we consider adding for a municipal website?**  
Given additional resources there are many interesting and useful capabilities which could be considered. In light of our estimate of a cost in the \$14-\$18K range, there is nothing that we consider essential.
- 5. Does Drupal have web analysis/statistics capability or do you have a recommendation for gathering information about our website?**  
We recommend and install Google Analytics on all websites we build. It has an extensive array of analytical metrics and analysis tools.
- 6. On page 15 of your proposal regarding hosting options/recommendations, "a monthly cost of \$99 to \$199" is provided. Please explain what is being recommended and the basis for how that choice is selected? LiquidWeb seems to offer a number of options for hosting, with their Expert Web Hosting ranging from \$14.95 to \$24.95 per month, and their Virtual Private Servers (Linux) ranging from \$60 to \$100 per month.**  
LiquidWeb offers basic hosting under the assumption that the organization purchasing the hosting is fully capable of configuring, managing and maintaining their environment and servers. CiesaDesign uses Liquidweb and we add a suite of services, including active confirmation that the site is up and running, notification in case of downtime, and a dedicated staff who maintain and update your website as security and maintenance work are required. Costs are \$49 for websites up to \$10K, \$99 for websites up to \$20K, \$149 for websites up to \$40K, and \$199 for websites over \$40K in initial cost.
- 7. Does your fee include full migration of all of our pdf/word documents to our new site? If not, how is the migration fee determined?**  
CiesaDesign offers manual content migration at \$100/hr, which includes moving content, photos and images from the old website to the new one and making adjustments as necessary to adapt the content to the new location. This work does not include copywriting or copy editing. Many clients choose to perform this work themselves to help manage costs. An average standard page of content takes 30-60 minutes to migrate after all steps in the process are complete, including initial migration, review and adjustments.

# CORES SERVICES

<b>Project Management</b>	<b>Deliverables</b>	<b>\$ 2,800</b>
Coordination of overall project effort including communication, project updates, milestone tracking, quality review and schedule management.		
<b>Information Architecture (IA) and Requirements</b>		<b>\$ 2,100</b>
Design of the website's content plan including review of existing content and data sources and ways of integrating existing data. Functionality, content and information design are completed in this step.	<ul style="list-style-type: none"> <li>• Deliverables may include wireframes, site maps, requirements documents, and/or content checklists.</li> </ul>	
<b>Website Visual and User Interface Design</b>		<b>\$ 2,100</b>
Design of the website interface ( <i>compatible with Internet Explorer 7+, Firefox 3+, and Safari 4+ browsers only</i> ), leveraging the output of the information architecture phase deliverables.	<ul style="list-style-type: none"> <li>• Client-approved Photoshop file ready for website development</li> <li>• Visual design</li> <li>• One home page and sub page design and one revision. Additional work is quoted as an optional service.</li> </ul>	
<b>Development/Coding</b>		<b>\$ 5,500</b>
Construction of the website on the Drupal CMS platform according to the approved design. Basic content integration is performed in this step and includes <i>integration of content for the home page and one example of each unique sub page</i> . Additional content integration is the responsibility of the client or available at an hourly rate from CiesaDesign.	<ul style="list-style-type: none"> <li>• Website construction</li> <li>• HTML and CSS coding</li> <li>• Drupal CMS configuration and adjustments</li> <li>• Custom development and/or data import from external databases not included.</li> <li>• Content integration for home page and one example of each unique sub page.</li> </ul>	
<b>User Testing and Training</b>		<b>\$ 1,200</b>
Review of all website functionality, design and content to ensure it conforms to the deliverables produced above. Training includes up to four hours of instruction.	<ul style="list-style-type: none"> <li>• Functionality, design and content review</li> <li>• Client CMS Training</li> </ul>	
<b>Go-Live Work (Pre-launch Production)</b>		<b>\$ 1,000</b>
Work necessary to move the testing website to a production environment, setup backups and prepare the site for client use. We configure Google analytics for every website that we host.	<ul style="list-style-type: none"> <li>• Transfer tested website to production environment</li> <li>• Pre-launch archival backup</li> <li>• Site preparation for client use</li> </ul>	
<b>Total Investment</b>		<b>\$ 14,700</b>

# ADDITIONAL SERVICES

<b>Hosting and Support</b>	<b>\$99/month</b>
Monthly hosting of the website on CiesaDesign's server and support as needed to maintain the site in an as-is condition.	
<b>Migration of Email to Google Apps</b>	<b>\$1,000 (est)</b>
Assisting the Village of Dexter in migrating their existing email service to Google apps. Estimate based on 10 hours at \$100/hour.	
<b>Content Migration</b>	<b>\$100/hour</b>
Integration of existing and/or new client content, e.g. text and pictures, into the website. <i>This rate applies to work above and beyond the content included in the Development/Coding stage</i>	
Please read descriptions carefully as variations after work is complete will incur additional cost.	

**Summary Review  
Web Design and Development Candidates**

	<b>CIESA DESIGN</b>	<b>DONOVAN &amp; SMITH</b>	<b>REVISE SOFTWARE SYSTEMS</b>	<b>RIZZI DESIGNS</b>
<b>STAFF</b>	Staff of 12 FT, 3 PT We met with Kate Tykocki, VP of Communications; John Donohoe, Account Services; Keven Luzzo and Nathan Houghton.	Staff of 4 FT, 1 PT We met with Lisa Smith, Bart and Valerie.	Staff of 15 FT, 2 PT We met with Joe Nagrant, Business Development.	Staff of 14. We met with John Addis, Web & Media Director.
<b>CONTENT MGT SYSTEM</b>	Drupal 6.X CMS	WordPress	Revise CMS	Drupal, Joomla, ExpressionEngine
<b>STANDARD or INCLUDED CMS MODULES</b>	<ul style="list-style-type: none"> <li>- Calendar</li> <li>- Webform</li> <li>- Rules</li> <li>- Search Files</li> </ul>	<ul style="list-style-type: none"> <li>- Ajax Event Calendar</li> <li>- All in One SEO Pack</li> <li>- Contact form 7</li> <li>- Really Simple CAPTCHA</li> <li>- WordPress Database Backup</li> <li>- Akismet</li> <li>- ALO EasyMail Newsletter</li> <li>- AddToAny</li> <li>- WPTouch</li> <li>- BreadCrumb NavXT</li> <li>- Google Sitemap XML</li> <li>- HTML Page Sitemap</li> </ul>	<ul style="list-style-type: none"> <li>- News and Events</li> <li>- RSS Feed</li> <li>- Survey Form</li> <li>- Quick Links</li> <li>- Photo Gallery</li> <li>- Translator</li> <li>- Dynamic Breadcrumbs</li> <li>- Email This Page</li> <li>- Print This Page</li> </ul>	Includes: <ul style="list-style-type: none"> <li>- statistics</li> <li>- form builders</li> <li>- structure site map editors</li> <li>- facebook/twitter addons</li> </ul> and so forth.
<b>WORKFLOW APPROVAL PROCESS</b>	Included	Build into WordPress	Workflow Approval module a \$450 one time fee.	If we use Drupal there is a built-in process called Workflow. Expression Engine has this built-in ability, however, it is currently having a problem. They are working to correct this issue. We'll make sure it's considered a standard, Included feature on your end, even if there's something we have to set up or purchase on our end to make it work.
<b>WEB ANALYSIS &amp; STATISTICS</b>	Recommend and install Google Analytics on all websites we build.	Suggest using Google Analytics. Additional Cost estimate: \$120	Google Analytics included.	On top of the built in statistics we also add a Google Analytics layer.
<b>FAQ MODULE</b>	*** Not requested of vendor.	Suggested	Extra \$350 one time fee.	*** Not requested of vendor.
<b>NEWSLETTER MODULE</b>	*** Not requested of vendor.	Included	Extra \$540 annual fee.	*** Not requested of vendor.

**Summary Review  
Web Design and Development Candidates**

	<b>CIESA DESIGN</b>	<b>DONOVAN &amp; SMITH</b>	<b>REVISE SOFTWARE SYSTEMS</b>	<b>RIZZI DESIGNS</b>
<b>RECOMMENDED MODULES</b>	Many interesting and useful capabilities that may be considered in the future. Nothing that is considered essential at this time.	Additional plugins and functionality can be added, however extra costs may be incurred depending upon the amount of additions as well as the amount of time required to install and configure the extra features.  Might consider: - Q and A (FAQ) - Connections - directory manager - WP-Polls - Events Manager - PayPal Donations - WP-Print Additional Cost estimate: \$840	- FAQ Module; \$350 one time fee - Document Management Center; \$495 one time fee - E-mail Newsletter Application System; \$540 annual fee	Recommended: - A blog with social networking integration - A downtown map utilizing custom Google API to display and link to businesses - A password-protected area just for council members and other trusted parties - Events calendar - A jobs board - A community "craigslist" and/or forum
<b>CMS LICENSES?</b>	No charge for any Drupal software regardless of the modules used. Charges apply to time and expertise configuring Drupal.		Included in the \$2000 Template Development cost is the integration of the Revise CMS technologies and template source code so you can run the entire website on any web hosting server. The village will own the entire design content and technology to run your website.	Drupal and Joomla are both open source and therefore have no cost; ExpressionEngine has a one-time \$300 cost, but we've absorbed that into our estimate, as ExpressionEngine is also faster to program and implement, so we've found the license fee is a bargain compared to the saved hours in development time. So there wouldn't be a cost to Dexter either way.
<b>DESIRED FEATURES</b>				
<b>Calendar</b>	Included: Calendar of events with hyperlinks to additional content.	Included	Included.	
<b>Email List Signup</b>	Included: Email signup and downloading of email list by web administrators.			
<b>Page Change Notification</b>	Included: Notification of changes to specific web content via email signup.		Included.	
<b>Search</b>	Included: Advanced search capability including ability to search inside PDF files.		Included.	

**Summary Review  
Web Design and Development Candidates**

	<b>CIESA DESIGN</b>	<b>DONOVAN &amp; SMITH</b>	<b>REVISE SOFTWARE SYSTEMS</b>	<b>RIZZI DESIGNS</b>
<b>DOCUMENT CONVERSION &amp; MIGRATION</b>	<p>CiesDesign offers manual content migration at \$100/hr, which includes moving content, photos and images from the old website to the new one and making adjustments as necessary to adapt the content to the new location. This work does not include copywriting or copy editing. Many clients choose to perform this work themselves to help manage costs. An average standard page of content takes 30-60 minutes to migrate after all steps in the process are complete, including initial migration, review and adjustments.</p> <p>Basic content integration is performed in this step (Development/Coding) and includes integration of content for the home page and one example of each unique sub page. Additional content integration is the responsibility of the client or available at an hourly rate from CiesDesign.</p>	The fee presented provides the full migration of content from the current site to the new site. This includes PDFs and documents.	Included.	Migrating of approximately 1400 documents (additional \$12,000)
<b>TRAINING</b>	Training includes up to four hours of instruction.	5-6 hours on site; written documentation	Four hours via web conference; on site is available.	Online tutorial on how to edit site. (\$1250, included in proposal cost)
<b>SUPPORT OPTIONS</b>	CD maintains a policy of open communication. As a client of ours, you may email or phone us at any time and usually be immediately connected with the designer or programmer who developed your website. Our team is always prepared to walk you through any procedures with which you might need help. We do offer continual technical maintenance and hosting service.	Post launch at \$120/hour.	Support calls at \$75/hour.	10 hours of tech support after launch included.
<b>PROJECT MGT SYSTEM</b>				Internal Basecamp Project Management System (p15 of proposal)
<b>TIMELINE ESTIMATE</b>	15 weeks	Design/Build 55.5 to 71 hours Administrative/Acct. Mgt. 10 - 15 hours <b>TOTAL 65.7 to 86+ hours</b>	9 -14 weeks; 2 - 3.5 months	5 - 6 months

**Summary Review  
Web Design and Development Candidates**

	<b>CIESA DESIGN</b>	<b>DONOVAN &amp; SMITH</b>	<b>REVISE SOFTWARE SYSTEMS</b>	<b>RIZZI DESIGNS</b>
<b>COST ESTIMATE</b>	\$ 2800 Project Management \$ 2100 Information Architecture \$ 2100 Visual and User Interface Design \$ 5500 Development/Coding \$ 1100 User Testing and Training \$ 1000 Go-Live Work (Pre-launch)  \$14,700 Total Investment	Original Cost Estimate: \$7260 - \$9420 Additional suggested modules: \$840 Install Google Analytics: \$120	\$6500 plus any of the recommended modules.	\$14,950 excluding migrating of approximately 1400 documents (additional \$12,000) Additional needs not in scope: \$106.25/hr.
<b>COST NOTES</b>				Retainer Option Drops cost down to \$95/hour with a 20 hour per month minimum. Six months of this retainer would be \$11,400. Twelve months would be \$22,800.
<b>EMAIL OPTIONS</b>	Migration of Email to Google Apps Assisting the Village of Dexter in migrating their existing email service to Google apps. Estimate based on 10 hours at \$100/hour (\$1000).  <i>- 1400 documents -</i>			
<b>HOSTING OPTIONS</b>	<p><i>On page 15 of your proposal regarding hosting options/recommendations, "a monthly cost of \$99 to \$199" is provided. Please explain what is being recommended and the basis for how that choice is selected? LiquidWeb seems to offer a number of options for hosting, with their Expert Web Hosting ranging from \$14.95 to \$24.95 per month, and their Virtual Private Servers (Linux) ranging from \$60 to \$100 per month.</i></p> <p>LiquidWeb offers basic hosting under the assumption that the organization purchasing the hosting is fully capable of configuring, managing and maintaining their environment and servers. CiesaDesign uses Liquidweb and we add a suite of services, including active confirmation that the site is up and running, notification in case of downtime, and a dedicated staff who maintain and update your website as security and maintenance work are required. Costs are \$49 for websites up to \$10K, \$99 for websites up to \$20K, \$149 for websites up to \$40K, and \$199 for websites over \$40K in initial cost.</p>	Recommending GoDaddy or HostGator.com	\$20 per month in Revlse Data Center	\$29.95 per month

# Proposal Respondents

VENDOR NAME	LOCATION	AGE	WEBSITES	STAFF	PROJECT MGT SYSTEM	CONTENT MGT SYSTEM	TRAINING	TIMELINE ESTIMATE	COST RANGE ESTIMATE	COST NOTES	SUPPORT OPTIONS	HOSTING OPTIONS	MUNICIPAL EXAMPLES	QUESTIONS/COMMENTS
Rizzi Designs	Lansing MI	7 years	over 250	14	Yes	More details needed before recommending specific CMS.	Online tutorial on how to edit site; 10 hrs of tech support after launch	Estimate 5-6 months.	Recommended items: \$26950; With additions: \$31.150	Migrating existing content \$12000; reduced with help from Village Staff.		\$29.95/month	None	1. URL's of sample sites 2. No examples of municipal sites 3. Details on hosting
Revize Software Systems	Troy MI	1995	over 500 municipal clients	15 FT, 2 PT		Revise CMS	4 hrs via web conference; on site is available	9 - 14 weeks 2 - 3.5 months	\$6,500	Multiple options for acquiring the technology. Not clear on associated costs.		\$20/month In Revise Data Center; Details provided.	Genesee County MI City of Beckley WV Clearwater County ID City of Greer SC City of St Marys GA Covington WA Montgomery County OH City of Somerset City of Bastrop Jackson County MI Wylie TX	1. Acquiring the technology costs 2. Mobile site information
Realize Websites	Ann Arbor MI	2007/2009		2FT, subcontractors	unknown	CMS not identified	60 minutes		\$4000 to \$7000			Hosting and support \$300/year. Recommending Network Solutions.	Dexter Chamber of Commerce	1. No timeline estimate provided 2. No other examples of municipal sites
Ciesa Design	Lansing MI	1982		12 FT, 3 PT		Drupal CMS - free, open-source; editing interface is web-based; non-proprietary solution.	Training; type not defined	15 weeks	\$14000 to \$18000			Technical maintenance and hosting - varies from \$99/month to \$199/month. Hosting by Iliquidweb.com	Michigan Chamber of Commerce	1. No other examples of municipal sites
Basso Design Group	Troy MI	2003		10 FT, 2 PT		WordPress CMS	Provide Instructions; type not defined	8 weeks	\$17,200	Search Engine Optimization/Plans - we could probably skip. Recommended maintenance services plan is very expensive.	Recommended maintenance services plan \$549/month.	Recommended hosting plan \$99/month.	None	1. No examples of municipal sites
Gaslight Media	Patoskey MI	1998		14		Gaslight Media Toolbox CMS	In person or via web conferencing	10 - 12 weeks	\$12000 to \$15000	Mobile site development and hosting is available.		In house recommended.	Village of Mackinaw City Boyer City (In development)	1. No other examples of municipal sites
System and Market Services of America	Saginaw MI	1995		11 FT 1 PT		WordPress CMS	Training sessions; type not defined	90 days	\$3,300	WordPress updates at no charge for 12 months; thereafter, a \$50/month maintenance fee.	\$115/hr or with maintenance plan \$85/hr	\$300/year hosting; SSL Certificate \$159/year	Kawkawlin Township MI Roscommon County MI	1. No other examples of municipal sites

# Proposal Respondents

VENDOR NAME	LOCATTON	AGE	WEBSITES	STAFF	PROJECT MGT SYSTEM	CONTENT MGT SYSTEM	TRAINING	TIMELINE ESTIMATE	COST RANGE ESTIMATE	COST NOTES	SUPPORT OPTIONS	HOSTING OPTIONS	MUNICIPAL EXAMPLES	QUESTIONS/COMMENTS
The Graphics Department	Troy MI	1989		? Only 3 listed		Use templates; edit content in Microsoft Word.	4 hrs on site	6 weeks	\$5000 to \$7000			Setup \$85 Annual \$350	Berkley Chamber of Commerce Mundy Township	1. No other examples of municipal sites
Atrient	Birmingham MI	2002		17		Only briefly mentioned CMS (under Training).	End user training manuals; training?		\$8000 to \$14000		Provided on a time and material basis.	Use current host.	None	1. Examples are either not live or are private. 2. No examples of municipal sites
RC Productions	Muskegon MI	1981		16		Joomla or WordPress; open source	4 hrs in person		\$6000 to \$9500			\$50/month	None	1. No examples of municipal sites
Intrafinity	Toronto Ontario	2001		42 FT	SmartWork Methodology	Intrafinity's SitePublish	Options available	15 - 22 weeks	\$34457 to \$50000	Software as a Service option.	Support and maintenance options.		Redmond WA Regional Municipality of Halton City of Dryden	1. Online or On Site Demo
Design Hub	Saline MI	1999		5	Basecamp (project tracking site)	Design Hub's Content Hub CMS; some limits to its capabilities noted	Provide ongoing CMS training / consultation for 3 months after launch.	12 - 20 weeks 4 to 6 months	\$15000 to \$17500		Three months after launch, support charge apply. Can be done at an hourly rate, on a project basis, or under a monthly maintenance contract.	Run on host systems using the Linux operating system. Recommend: Hosting.com and HostMySite.com	None	1. Online "test drive" demo of their CMS. 2. No examples of municipal sites
RE:Group	Ann Arbor MI			15, contractors		Anticipate using an open source platform.	Training; type not defined.	9 weeks	\$10000 to \$50000		Post launch \$125/hr	Can recommend.	None	1. No examples of municipal sites
Donovan & Smith	Lansing MI			4FT, 1 PT		Non-proprietary solution. CMS not specified.	5-6 hrs on site; written documentation		\$7260 to \$9420		Post launch \$120/hr	Recommending GoDaddy.com or HostGator.com	None	1. No examples of municipal sites

AGENDA 10-10-11

ITEM L-3

## VILLAGE OF DEXTER

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: October 10, 2011**  
**Re: Industrial Facilities Tax Exemption**  
**QED Environmental Systems**

I first met with QED in July of 2010, when they were in the discovery phase for relocating their facility located on Jackson Road in Scio Township. SPARK and MEDC were also meeting with them to try to keep them in Michigan. QED was evaluating locations outside Michigan as well as a property in the Dexter Business and Research Park.

The final decision was based on QED's ability to work with Dave Hughes the owner of 2355 Bishop Circle West for acceptable build out and lease terms as well as tax incentives already established at the DBRP.

Included for your review is a copy of QED's application for an Industrial Facilities Tax Exemption Certificate. Also provided is a copy of the evaluation form used to determine the number of years the abatement can be in effect.

QED moved into Dexter Business and Research Park this summer July 2011. The home page of their web site is attached to this memo, check out their company and products. QED sells their products to Oil Refineries, Landfills, and Mining Sites.

Council is being asked to set a public hearing for November 14, 2011 for QED Environmental Systems Industrial Facilities Tax Exemption Application. The applicant requests a 50% abatement of Real and Personal Property Taxes over an 11 year period on \$104,498.00 in Real Property and \$758,043 on Personal Property invested at 2355 Bishop Circle West, Dexter Business and Research Park.

This abatement will reduce QED's tax liability approximately \$20,000 per year. Of this amount the Village will forgo approximately \$6,000 per year. This estimate is high, because the bulk of the abatement is on Personal Property which will depreciate over the 11 year period and reduce their tax liability.

The goal of this program is to get the Village 50% of the tax revenue that we wouldn't have gotten but for the abatement and 100% of the tax revenue after the abatement ends. The Village also wins in terms of 60+ new employees in the Industrial Park, supporting other businesses in Dexter.

**Worldwide Leader of Air-powered Pumping Systems**  
**QED** Environmental Systems  
 Groundwater Sampling • Remediation Pumping  
 Landfill Pumping • Air Strippers

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search...

Translate

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Friday, 30 September 2011

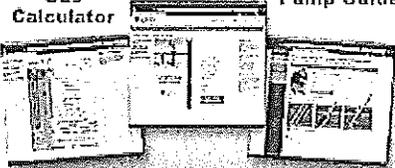
**Need experienced guidance selecting the right equipment for your application?**

Call us at (800) 810-9908 or email [info@qedenv.com](mailto:info@qedenv.com)

	AP4+: The Next Generation AutoPump
	Landfill Liquid Control Equipment
	EZ Tray Air Strippers
	Easy Level High/Low Level Indicator
	Low-flow Groundwater Sampling Equipment

### QED Online Tools

[Landfill Gas Calculator](#)  
 [Flow Rate and Air Usage Calculator](#)  
 [Submersible Pump Guide](#)



#### SUBMERSIBLE PUMP GUIDE:

Get the latest info, product development and more.  
▼ [Visit Submersible Pump Guide](#)

#### WE HAVE MOVED:

As of July 22, 2011, QED's Ann Arbor location has a new physical address.  
▼ [Address change information](#)

#### PRODUCT NAMEBRAND FINDER:

If you know the QED product brand name, select from the following list.

Choose...

**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY**

Company:

**SECTION 1. REAL PROPERTY INVESTMENT**

**A. Real Property**

**1 Land**

If the land was purchased from the Village at a discount

What was the discount per acre? \$ NA

Subtract (1) point for each \$1,000 discount (per acre)  
below established price per acre.

NA  
(Negative)

**2 Building**

If the building was purchased from the Village at a discount,

What was the discount? \$ NA

Subtract (1) point for each \$1000 discount below established price

NA  
(Negative)

**3 Building and Site Improvements**

Cost of land improvements: \$ 0

Cost of building improvements: \$ 104,498.00

Total \$ 104,498.00

Add (1) point for each \$33,000 of the first \$1,000,000 in real property investment.

3  
(Max 30)

Add (1) point for each \$57,000 of the remaining real property investment.

0  
(Max 35)

**Total Section 1 Points**

3  
(Max 65)

**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY**

Company:

**SECTION 2. EMPLOYMENT**

**A. Jobs**

1 Number of Jobs retained	<u>49</u>	X	0.5	=	<u>24.5</u> (Max 25)
2 Number of New Jobs	<u>5</u>	X	0.5	=	<u>2.5</u> (Max 25)

**Total Section 2 Points** 25  
(Max 25)

**SECTION 3. AESTHETIC & PRACTICAL FEATURES**

A. The Dexter Village Planning Commission will evaluate the approved final site plan for aesthetic and practical features and award points based on the scale below

Exemplary (2) points    Well Designed (1) point    Adequate (0) points

Building architecture & site compatibility	
Building exterior construction materials	
Landscaping & screening	
Exterior lighting & identification	
Traffic flow, safety & efficiency	

**Total Section 3 Points** NA  
(Max 10)

**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY**

Company:

**SECTION 3. COMMITMENT TO COMMUNITY**

For businesses with existing operations in the Village OR Dexter school district the following BONUS points will be awarded

How long has the company had ongoing operations in the Village or School District?

Village NA Months  
Dexter School District NA Months

A. Time in Community	Village	School District
For 6 to 36 months add:	2.50	1.20
For 37 to 96 months add:	5.00	2.40
For 97 to 144 months add:	7.50	3.60
For 145 or more months add:	10.00	5.00

Total Section 3 Points NA  
(Max 10)

**SECTION 4. COST TO COMMUNITY**

A. 1 Added infrastructure costs directly necessitated by this development (including engineering):

\$ NA

If the cost to community is zero then skip this section.  
If there are community costs use the following calculation to determine the number of points to subtract.

Total Project Cost: \$ \_\_\_\_\_ = NA  
Total Community Cost \$ \_\_\_\_\_

- a. 100 or greater, subtract ZERO points for each point decline below 100.
- b. 99 to 50, subtract 0.2 points for each point decline below 100.
- c. 49 to 30, subtract 0.42 points for each point decline below 100.
- d. 29 to 1, subtract 1.0 point for each point decline below 100.

Total Section 4 Points NA  
(Max -100)

Total Application Points 28  
(Max 110)

VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY

**Company:**

QED Environmental Systems

*I understand that I have committed to remain within the Village of Dexter during the period of time for which the individual application for abatement has been approved, and that if my business relocates within this period of time, I shall pay to the affected taxing units an amount equal to those taxes it would have paid had the abatement not been in effect.*

Signature: \_\_\_\_\_

VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
PERSONAL PROPERTY

SECTION 1. INVESTMENT

A. Personal Property

1 **Equipment** Cost of machinery and equipment: \$  
Cost of furniture & fixtures: \$ 758,043.00  
Total: \$ 758,043.00

Add (1) point for each \$20,000 of the first \$1,000,000 in personal property investment.

37  
(Max 50)

Add (1) point for each \$160,000 of the remaining personal property investment.

0  
(Max 25)

Total Section 1 Points

37  
(Max 75)

SECTION 2. EMPLOYMENT

A. Jobs

1 Number of Jobs retained 49 X 0.5 =

24.5  
(Max 25)

2 Number of New Jobs 5 X 0.5 =

2.5  
(Max 25)

Total Section 2 Points

25  
(Max 25)

**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
PERSONAL PROPERTY**

**SECTION 3. COMMITMENT TO COMMUNITY**

For businesses with existing operations in the Village OR Dexter school district the following BONUS points will be awarded

How long has the company had ongoing operations in the Village or School District?

Village NA Months  
Dexter School District NA Months

**A. Time in Community**

	Village	School District
For 6 to 36 months add:	2.50	1.20
For 37 to 96 months add:	5.00	2.40
For 97 to 144 months add:	7.50	3.60
For 145 or more months add:	10.00	5.00

Total Section 3 Points NA  
(Max 10)

**SECTION 4. COST TO COMMUNITY**

- A. 1** Added infrastructure costs directly necessitated by this development (including engineering):

\$ NA

If the cost to community is zero then skip this section.  
If there are community costs use the following calculation to determine the number of points to subtract.

Total Project Cost: \$ \_\_\_\_\_ = NA  
Total Community Cost \$ \_\_\_\_\_

- a. 100 or greater, subtract ZERO points for each point decline below 100.
- b. 99 to 50, subtract 0.2 points for each point decline below 100.
- c. 49 to 30, subtract 0.42 points for each point decline below 100.
- d. 29 to 1, subtract 1.0 point for each point decline below 100.

Total Section 4 Points NA  
(Max -100)

Total Application Points 62  
(Max 110)

VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM

YEARS OF TAX ABATEMENT ELIGIBILITY

<u>Points</u>	<u>Years</u>	
0 - 9	0	
10 - 19	1	
20 - 29	2	
30 - 39	3	
40 - 49	4	
50 - 59	5	
60 - 69	6	
70 - 74	7	
75 - 79	8	
80 - 84	9	
85 - 89	10	
90 - 94	11	90
95 - 100 +	12	

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit <b>9-13-2011</b>
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>QED Environmental Systems</b>	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>3561</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>2355 Bishop Circle West, Dexter MI 48130</b>	1d. City/Township/Village (indicate which) <b>Dexter Village</b>	1e. County <b>Washtenaw</b>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located <b>Dexter Public Schools</b>	3b. School Code <b>81050</b>
4. Amount of years requested for exemption (1-12 Years) <b>11 years</b>		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Due to increased growth, QED Environmental Systems, a leading supplier of environmental remediation products, moved to a larger building.

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <b>\$104,498.00</b> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <b>\$758,043.00</b> Personal Property Costs
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	▶ <b>\$862,541.00</b> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	3/22/11	3/22/12	▶ <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements ▶	3/22/11	9/22/11	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEOC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

9. No. of existing jobs at this facility that will be retained as a result of this project. **49**

10. No. of new jobs at this facility expected to create within 2 years of completion. **5**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) \_\_\_\_\_

b. TV of Personal Property (excluding inventory) \_\_\_\_\_

c. Total TV \_\_\_\_\_

12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

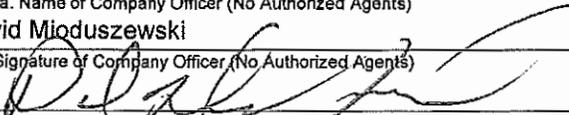
12b. Date district was established by local government unit (contact local unit)

12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Donna Shirilla</b>	13b. Telephone Number <b>(734) 821-0077</b>	13c. Fax Number <b>(734) 761-9062</b>	13d. E-mail Address <b>donna@annarborusa.org</b>
14a. Name of Contact Person <b>Lisa Lewis</b>	14b. Telephone Number <b>(734) 205-2517</b>	14c. Fax Number <b>(734) 995-2125</b>	14d. E-mail Address <b>llewis@qedenv.com</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>David Mioduszewski</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(734) 995-1170</b>	15d. Date <b>9-14-11</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>2355 Bishop Circle West, Dexter, MI 48130</b>		15f. Telephone Number <b>(734) 995-2547</b>	15g. E-mail Address <b>dm@qedenv.com</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
**Michigan Department of Treasury**  
**P.O. Box 30471**  
**Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

## **Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application**

The completed original application form 1012 and all required attachments, plus two additional copies, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

**The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village) in triplicate. (Providing an accurate school district where the facility is located is vital.)**

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if

applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original and one complete copy are required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample).

6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).
7. Treasury Form 3222 (if applicable) - Fiscal Statement for Tax Abatement Request.

**The following information is required for rehabilitation applications in addition to the above requirements:**

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

**The following information is required for speculative building applications in addition to the above requirements:**

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974:  
<http://www.legislature.mi.gov/>.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

QED Environmental

**Legal Description**

**2355 Bishop Circle West, Dexter, Mich.**

Parcel No. HD-08-07-125-032

LOT 32, DEXTER BUS & RES PARK NO. 2, PT NE ¼ SEC 7, T2S-R5E, 2.20 AC



## SUBLEASE AGREEMENT

This Sublease Agreement (the "Lease"), made this 27 day of April, in the year 2011, is made by and between:

Ann Arbor Fabrication, Inc.  
2375 Bishop Circle W  
Dexter, MI 48130

hereinafter designated as Lessor and/or Landlord, and

QED Environmental Systems, Inc.  
PO Box 3276  
Ann Arbor, MI 48106

hereinafter designated as Lessee and/or Tenant

The parties hereby agree as follows:

### SECTION ONE DESCRIPTION OF PREMISES

Lessor, for and in consideration of the rents reserved herein and of the covenants and agreements contained herein on the part of Lessee to be performed, hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property legally described on Exhibits A & B, attached hereto and made a part hereof, being 31,320 (plus or minus) sq ft, part of an existing light industrial business facility commonly known as 2355 Bishop Circle West and located on Lot 32 of the of the Dexter Research and Business Park in Dexter, Michigan, together with the non-exclusive right and easement to use the parking and common facilities which may from time to time be furnished by Lessor in common with Lessor and the tenants and occupants (their agents, employees, customers and invitees) of the Dexter Research and Business Park in which the real property is located (collectively, the "Premises"). As material consideration for Lessee's entry into this Lease, Lessor agrees to build out the Premises and construct improvements thereon (collectively, the "Tenant Improvement Work") in accordance with that the following exhibits, attached hereto and incorporated herein, and the terms and provisions of this Lease:

Exhibit B Site Plan drawing page SP-2 dated 6/07/2010  
Architectural drawings, pages A-1 through A-3, dated 9/27/2010  
Exhibit C Project Scope of Work dated 1/14/2011  
Exhibit D Project Exclusions dated 1/14/2011  
Exhibit E Project Cost Detail dated 1/14/2011

The Lessee agrees to pay Lessor for the premises described above under the terms and conditions contained herein.

SECTION TWO

TERM

The Lease Term shall be for ten (10) years. The Lease Term shall commence on the date (the "Commencement Date") that is the later of (i) May 15, 2011 or (ii) upon Substantial Completion of the Tenant Improvement Work and shall expire (the "Expiration Date"), at midnight on the last day of the one hundred twentieth (120th) full calendar month after the Commencement Date (as hereinafter defined). As used herein, "Substantial Completion" shall be evidenced when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems (except as set forth below) are in good working order to support the operation of the Premises; and 3) the Tenant Improvement Work is complete excepting industry standard punch-list items. Due to weather limitations and variance applications, the parties agree that both (i) the parking lot improvements, and (ii) the possible addition of an elevator, shall be excluded from the determination of Substantial Completion set forth above. If such parking lot improvements are not completed by the Commencement Date, Lessor shall commence completion of such parking lot improvements at such time as weather conditions allow but in no event later than June 30, 2011. Landlord has applied for an exception to allow for no elevator for the Premises. To the extent that Landlord's Application for Barrier Free Design Rule Exception is not granted and an elevator is required for the Premises, Lessor shall complete the installation of the elevator and related improvements no later than August 31, 2011 and at Lessor's sole cost and expense. Landlord shall have reasonable access to the Premises to complete said improvements.

SECTION THREE

RENT

The rent to be paid under this Lease (the "Rent") shall consist of the Base Rent and the Leasehold Improvement Cost Related Rent provided below and shall be as follows:

1) <u>Base Rent</u>			
Year 1-5	\$13,373/month	\$160,476/year	\$802,380/5 years
Years 6- 10	\$14,710/month	\$176,520/year	\$882,600/5 years
Total Base Rent			\$1,684,980.00
2) <u>Leasehold Improvement Cost Related Rent</u>			
Year 1-5	\$15,647.42/month	\$187,764.20/year	\$938,820/5years
Years 6-10	\$15,647.42/month	\$187,764.20/year	\$938,820/5 years
Total Improvement Rent			\$1,877,640.00

Note: Rental rates above are based upon improvement cost of \$3,562,620.00 per project detail.

3) Total Rent Payments	
Base	\$1,684,980.00
Leasehold Improvements	<u>2,012,212.00</u>
Total	\$3,697,192.00

Tenant shall receive fifteen (15) days of early access after Substantial Completion (the "Early Access Period"). Rent shall be paid in advance in monthly installments beginning on the first day of the first month following the expiration of the Early Access Period, and continuing thereafter on the first day of each month during the Lease Term. Rent shall be paid to the Lessor at the address shown above or any other place as may be designated by the Lessor. In the event Tenant shall fail to pay all or any portion of the Rent due and payable under this Lease and any such default shall continue for five (5) days after Tenant's receipt of written notice of such default from Landlord, Tenant shall be obligated to pay a late payment charge equal to five percent (5%) of the unpaid Rent to Landlord. This late charge shall be assessed for each month for which Rent is not paid in full within five (5) days of any such notice of default.

Upon execution of this Lease, Lessee shall put into escrow with a title company selected by Lessee in its sole discretion an amount equal to the first month's Rent (\$29,020.42). The first month's Rent (\$29,020.42) shall remain in escrow until the completion of the Tenant Improvement Work to the standards provided in the Exhibits attached hereto, upon which time Lessee shall authorize the release of funds to Landlord as payment of the first month's Rent. Notwithstanding the foregoing or anything to the contrary in this Lease, if Landlord does not satisfy the Financing Contingency by April 29, 2011, as determined by Lessee in its sole discretion, and Lessee elects to terminate this Lease pursuant to Section Forty-One hereof, the first month's Rent shall be immediately released and returned to Lessee by the Escrowee.

Tenant shall be allowed to make changes to the Tenant Improvement Work during the build out period. Any such changes shall be paid for by the tenant based upon one of the following methods:

1. Unit cost method based upon unit costs as described in Exhibit E (TI cost detail);
2. Cost of Work plus a fee of 15%; or
3. Lump sum amount as agreed by each party.

Cost of any such changes shall be paid to the Landlord as a lump sum amount within 30 days of completing the change. Notwithstanding the foregoing, Tenant shall not have the unilateral right to make changes to any selection/option/design to the extent that items or components have been purchased, ordered, installed and/or otherwise finally implemented in the design of the Premises. In such case, the parties shall discuss how such changes would impact the project and agree upon an acceptable solution and price for any such changed items or designs. Landlord agrees not to unreasonably withhold consent to such changes provided that it is fairly compensated for any delay, waste or out of pocket costs to Landlord as a result of such changes.

SECTION FOUR      OPTION TO RENT ADDITIONAL CONTIGUOUS SPACE

In the event that Lessor intends to lease any portion (such space, the "New Space") of the building in which the Premises are located (the "Building") to any person, Lessee shall have a right of first refusal to lease the New Space on the same terms and conditions as Lessor proposed to lease the New Space to such other person. Lessor shall deliver a written notice (the "ROFR Notice") to Lessee stating the terms and conditions upon which Lessor wishes to lease the New Space (such terms and conditions, the "New Space Offer"). Lessee shall have ten (10) business days from the receipt of the ROFR Notice to either accept or reject the New Space Offer, it being understood that Lessee's failure to respond to Lessor within such ten (10) business day period shall be deemed a rejection of the New Space Offer. In the event that Lessee accepts the New Space Offer, Lessor and Lessee shall enter into a lease with respect to the New Space on the terms and conditions set forth in the New Space Offer. In the event that Lessee rejects (or is deemed to reject) the New Space Offer, then Lessor shall have one hundred and eighty (180) days from the date of Lessee's rejection of the New Space Offer to enter into a binding agreement to lease the New Space substantially on terms and conditions not substantially more favorable than those set forth in the New Space Offer. If Lessor fails to do so within such one hundred and eighty (180) day period, then any future attempt by Lessor to lease space in the Building shall be subject to this right of first refusal.

SECTION FIVE                      EARLY TERMINATION OF LEASE

Tenant shall have the one-time right to terminate the Lease effective after the completion of the sixtieth (60<sup>th</sup>) month of the Lease Term upon the payment by Tenant of a termination fee equal to the amount of the Leasehold Improvement Cost Related Rent due for the remainder of the Lease Term. Tenant shall exercise such option by giving written notice of such exercise to Landlord not less than six (6) months in advance of the requested termination date and in no event during the twelve (12) months prior to the scheduled expiration of the Lease Term. Said rights shall be personal to the original Tenant, except in connection with an assignment of this Lease to an affiliate (which shall be defined in the Lease).

SECTION SIX                      SECURITY DEPOSIT

None Required

SECTION SEVEN                      REPAIRS AND MAINTENANCE

Tenant agrees to bear 100% of the expense of maintenance, upkeep and repair required during the Lease Term in order to keep in good condition and repair all interior elements of the Premises, all utilities and appliances located within the Premises and all outer doors and windows of the Premises, excepting, in each case, reasonable wear and tear and damage from casualty and condemnation. In support of Tenant's obligation, Tenant shall be responsible for maintenance and repairs of all electrical, mechanical and plumbing

systems located within the Premises including, without limitation, the "air rotation" unit mounted on the exterior of the Building providing heat and ventilation to the Premises. Tenant further agrees to bear 100% of the cost to replace electrical, mechanical and plumbing equipment installed as part of the tenant improvements to the Premises (collectively, the "New Components"). However, as part of its limited warranty Landlord agrees to be responsible for the replacement, maintenance and repairs of the New Components for the first two (2) years of the Lease Term except to the extent caused by the negligent or willful act or omissions of Lessee or its agents or invitees. Landlord temporarily assigns to the Tenant during the term of this Lease the right to enforce any warranty or other obligations of any third parties relating to the physical condition of the Premises.

Except as otherwise provided herein, Landlord agrees to bear 100% of the expense of maintenance, upkeep and repair of any common areas of the Building; the roof, foundations, floor/ceiling slabs, curtain walls, and footings of the Building; the exterior of the Building, including the exterior surfaces of the exterior walls of the Building; the structural systems of the Building (including elevators, if any, serving the Building), and any land improvements servicing the Building and the land upon which the Building is located.

Landlord agrees to bear 100% of the cost to replace, to the extent necessary, the two existing HVAC units servicing the existing office and the air rotation unit should replacement of such unit be the only option. Further, except to the extent caused by the negligent or willful act or omissions of Lessee or its agents or invitees, Landlord agrees to warrant and pay for 100% of all building, mechanical and electrical repairs, other than those relating to the New Components, throughout the first 3 years of this Lease so long as Tenant provides routine maintenance as may be required herein.

Lessee shall be responsible for regular maintenance items including:

1. Repainting of interior walls located upon the Premises every ten (10) years; and
2. Replacing HVAC equipment air filters located upon the Premises every six (6) months and keeping in place and maintenance and service contract for the HVAC system

Upon request, Lessee shall present evidence of such regular maintenance, inspection and repairs to Lessor.

Lessor warrants that, as of the Commencement Date, the roof, HVAC systems, windows and seals, structural components, and all electrical and plumbing systems and equipment serving the Building and the Premises are in good working condition.

Lessor warrants that the Tenant Improvement Work, upon final completion will be free of any material defects in material and workmanship for a period of two years. The Lessee

must notify the Lessor of any claim against this warranty in writing within the two year warranty period.

Upon the expiration or earlier termination of the Lease, the Premises shall be returned to the Lessor in as good as condition as on the Commencement Date, subject to normal wear and tear and damage from casualty and condemnation (unless such casualty and condemnation was caused by Lessee).

#### SECTION EIGHT                      UTILITIES

Lessee shall be responsible for payment of all metered utilities and services provided to lease premises throughout the Lease Term. Lessee shall make application for accounts with gas, electric, phone and data utility agencies and arrange all billings and payments of same. If Lessee fails to pay such amounts when due, then Lessor, after written notice to Lessee, shall have the option of paying such amounts, all of which shall be added to the next monthly Rent payment.

#### SECTION NINE                      SPECIAL ASSESSMENTS

Lessor shall pay for any and all special or other assessments against the Premises incurred throughout the term of this Lease. Lessee shall pay for all taxes, assessments and similar costs relating to either its personal property or the operation of its business.

#### SECTION TEN                      COMMON AREA MAINTENANCE/INSURANCE

Tenant shall pay its proportionate share of the Operating Expenses associated with the Building/Premises and the Dexter Research and Business Park (the "Project") upon demand by Landlord. As used herein, "Operating Expenses" shall mean: (i) the real property taxes and assessments assessed against the Premises, the Building and/or the Project, including any increase in such real estate taxes resulting from the construction of the Tenant Improvement Work upon the Premises and (ii) common area maintenance costs, including property insurance costs with respect to the Premises, the Building and the Project. Notwithstanding the foregoing, to the extent that real property taxes or assessments are assessed against the Premises and separately from any other real property such as the other portion of the Building, then Tenant shall pay such taxes or assessments directly and those amounts so paid by Tenant shall not be included in Operating Expenses. Tenant, upon its review and approval, also agrees to pay for condominium association dues for the Premises (excluding any fees associated with the forming the condominium association), in lieu of Operation Expenses, should this project become a condominium development. Lessor agrees that there shall be a maximum increase of five (5) percent per year on a non-cumulative basis for increases in Operation Expenses, excluding taxes and increases in insurance premiums. This "cap" shall not apply in the event of condominium association dues if it is demonstrated to Tenant that the association needs those additional funds for reasonably essential expenses to ensure the continued operation or maintenance of the Building and/or the Project. Tenant shall have the right,

in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landlord and/or Tenant where appropriate or required), the legal validity or amount of any such real property taxes assessed against the Premises so long as such appeal is done in such a manner as not to subject the Premise with enforcement actions for non-payment of taxes. Landlord shall cooperate with Tenant in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Tenant may deem advisable to file). At its option, Tenant may, at any reasonable time, no more than once per year and upon not less than ten (10) days prior written notice to Landlord, cause a complete audit to be made of Landlord's entire records relating to the operation of the Project, the Building and the Premises for the period covered by request for payment issued by Landlord. If such audit discloses that Landlord's request for payment overstates operating expenses for the relevant period, then Landlord shall promptly reimburse Tenant of any overpayment. If such audit discloses that Landlord's request for payment overstates operating expenses for the relevant period to the extent of two percent (2%) or more, Landlord shall promptly reimburse the reasonable cost of such audit in addition to the deficiency, which deficiency shall be payable in any event.

#### SECTION ELEVEN                      PERSONAL PROPERTY TAXES

- (a) Tenant's Taxes. Tenant shall pay when due all personal property taxes assessed by any taxing authority against Tenant or with respect to Tenant's personal property located upon the Premises.
- (b) Real Property Taxes. To the extent that real property taxes or assessments are assessed against the Premises and separately from any other real property such as the other portion of the Building, then Tenant shall pay such taxes or assessments directly and those amounts so paid by Tenant shall not be included in Operating Expenses.

#### SECTION TWELVE                      INSURANCE

Tenant shall secure, continuously maintain in effect during the Lease Term, and pay 100% of the premiums for: (a) hazard insurance with respect to personal property of the Tenant including leasehold improvements in or about the Premises in such amounts and against such risks the Tenant deems appropriate and (b) liability insurance with respect to acts or omissions of Tenant or its agents and invitees in or about the Premises, with coverage for damage to property in an amount of not less than \$100,000.00 and with coverage against injury or death to persons in an amount of not less than \$500,000.00. Landlord shall be furnished with copies of certificates of insurance relating to such policies. Tenant shall provide notice to Landlord of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the Tenant and the Landlord as insured parties.

Upon and during the continuation of an event of default, Lessor shall have the right to obtain the above insurance required to be carried by Lessee and charge the Lessee for the

cost thereof plus an administration fee of 5%. Such costs shall be deemed to be Rent under the Lease and shall be paid upon request.

#### SECTION THIRTEEN CONDEMNATION

If all or any substantial part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease by providing advance written notice to the other party, to be effective upon the date such public authority takes possession of the condemned property; provided, however, that, in the event of a partial taking and where Tenant is able to continue operating in the Premises following such taking, Tenant may elect to continue the Lease, in which event Landlord shall, at its sole expense, restore the remaining portion of the Premises. Landlord shall be solely entitled to any award resulting from such taking and Tenant hereby assigns to Landlord Tenant's interest in such award, if any. Notwithstanding the foregoing, Tenant shall be allowed to pursue a claim against the condemning authority that shall be independent of and wholly separate from any action, suit or proceeding relating to any award to Landlord, to the extent permitted by law and provided that such claim does not reduce Landlord's award, for reimbursement of Tenant's leasehold interest, personal property, trade fixtures, the unamortized or undepreciated cost of Tenant's leasehold improvements, business interruption, relocation expenses or for Tenant's personal property.

#### SECTION FOURTEEN DESTRUCTION OF PREMISES

If the Premises are partially damaged or destroyed (and provided such damage or destruction was not caused by the negligent or intentional acts or omissions of Tenant), Landlord shall, at its own expense, promptly repair and restore the Leased Premises. If the Premises are partially damaged, Rent shall be abated on a fair and equitable basis based on the floor area of the Premises affected by such casualty (or, if the damage is of such a nature that Tenant cannot reasonably operate in any portion of the Premises, Rent shall abate in full) until the Premises are restored. If the Premises are totally destroyed (and provided such damage or destruction was not caused by the negligent or intentional acts or omissions of Tenant) or if the Leased Premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 60 days after the destruction. If such a notice is given within that period, this Lease shall terminate and rent shall be adjusted between the parties to the date of termination. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and the Landlord shall repair the Leased Premises at its sole cost and expense.

#### SECTION FIFTEEN ARBITRATION

Any disputes between the Lessor and Lessee relating to any provision of this Lease shall be arbitrated. The parties shall each select an arbitrator, and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute

and their decision shall be binding on the parties. The parties shall divide the costs of arbitration equally between them.

SECTION SIXTEEN            ENTRY BY LESSOR

The Tenant shall permit the Landlord or the Landlord's agents to enter the Leased Premises at reasonable times and with reasonable notice, to inspect and repair the premises. During the 180 days before the Lease Term expires or terminates, the Tenant shall permit the Landlord to place standard "For Lease" signs on the Leased Premises and permit persons desiring to Lease the Leased Premises to inspect the premises.

SECTION SEVENTEEN      USE OF PREMISES

Tenant shall have the right to use and occupy the Premises for general business offices, laboratory, environmental testing, sales, training, warehouse, shipping and receiving, and any other lawful purpose consistent with the character of the Building.

SECTION EIGHTEEN        ASSIGNMENT OF LEASE

Tenant shall have the right to assign the Lease or sublease all or any portion of the Premise to any related entity, parent company, subsidiary, successor or affiliate without Landlord's consent, provided that Tenant gives notice to Landlord of such assignment or sublease and that Tenant remains responsible for all of its obligations under this Lease. Tenant shall have the right to assign this Lease or sublease all or any portion of the Premises to any other subtenant with Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that Tenant remains responsible for all of its obligations under this Lease. Landlord shall have no right to recapture said space. All net profit attributable to any assignment or sublease shall inure to the benefit of Tenant.

SECTION NINETEEN        DEFAULT AND RE-ENTRY

In the event Tenant shall default in the payment of any installment of Rent due and payable under this Lease or in the payment of any other amount to be paid by Tenant under the terms of this Lease, and any such default shall continue for ten (10) days after Tenant's receipt of written notice of the particular default from Landlord, or in the event Tenant shall be in default in the performance of any of its other covenants, duties or obligations under this Lease, and any such default shall continue for thirty (30) days after Tenant's receipt of written notice of the particular default from Landlord, Landlord's failure to specify a particular violation or default in one notice shall not prevent Landlord from providing notice of that condition at another time. Landlord shall have the right at any time thereafter, in Landlord's sole and absolute discretion, to enter upon and take possession of the Premises or to terminate this Lease or to exercise any other right or remedy provided under law or in equity; provided, however, that if the default by Tenant relates to any covenant other than one respecting the payment of rent or any other amount

to be paid by Tenant under this Lease, and Tenant cannot cure the particular default within the 30-day period referred to above but commences to cure such default within such 30-day period and completes the cure with due diligence, Landlord may not enter upon and take possession of the Premises or terminate this Lease or exercise any other remedy provided under law or in equity with respect to that particular default by Tenant under this Lease. Upon any such default by Tenant which is not cured within the time period provided above and the dispossession of Tenant from the Premises, Landlord shall attempt to relet the Premises and shall apply all rent received from any such re-letting of the Premises to the accrued and unpaid obligations of Tenant under this Lease. Tenant shall be responsible for any amounts in excess of the deficiency that may exist under this Lease after Landlord has applied all amounts received from any re-letting of the Premises to the accrued and unpaid obligations of Tenant under this Lease.

## SECTION TWENTY

## OPTION TO RENEW

If Tenant is not then currently in default of this Lease, then Tenant shall be granted the option to renew this Lease for two additional 5 year terms on the terms and conditions set forth herein and at the Rent listed below:

Years 11 – 15 \$20,000/month

Years 16 – 20 \$22,000/month

Tenant shall not have the right to exercise its option to renew at any time during which it is in default of the Lease. Tenant may exercise its option to renew by providing written notice of its election to Landlord not less than six (6) months in advance of the expiration date of the then current term.

## SECTION TWENTY-ONE

## IMPROVEMENTS BY LESSEE

No alterations, additions or other improvements shall be made to Premises by the Lessee, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, condition or delayed. All improvements made by the Lessee shall be completed in accordance with all applicable codes, regulations and requirements as set forth by all governing agencies and associations.

Any improvements or renovations to the Premises shall be at Tenant's sole cost and expense and shall become the property of Landlord upon the termination of this Lease. Notwithstanding the foregoing, any improvements and installations made by Tenant upon the Premises, including, without limitation, all trade fixtures and equipment, signs, specially designed components of the improvements, including panels and decorative materials, and accessories necessarily related to these items, shall remain Tenant's property during the Term of this Lease, and Tenant shall have the right to remove the same at any time during the Term of this Lease, so long as any damage from the removal is repaired at Tenant's sole cost and expense. To the extent that Landlord wishes Tenant to remove any installations, alterations or improvements installed upon the Premises by

Tenant during the Lease Term, Tenant shall provide written notice to Landlord describing all such installations, alterations or improvements and Landlord shall inform Tenant of such election at the time Landlord approves such alteration, installation or improvement. Landlord agrees that, to the extent that Landlord fails to so inform Tenant at the time Landlord approves of such alteration, improvement or installation, then Landlord shall have no right to require Tenant to remove such alteration, improvement or installation at the end of the Lease Term.

SECTION TWENTY-TWO                      LIENS

Lessee shall, at all times, keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee throughout the term of this Lease.

SECTION TWENTY-THREE                      SUBORDINATION

To the extent that there is a loan or ground lease encumbering the Premises as of the date of this Agreement, Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable in form and substance to Tenant (a "Non-Disturbance Agreement") from any and all such ground lessors, mortgage holders or lien holders (each a "Superior Mortgagee"), which Non-Disturbance Agreement shall acknowledge that, to the extent the Tenant Improvement Work allowance, remaining credit of Rent and/or Operating Expenses, or unpaid commission due and owing to Tenant's real estate broker are not fully paid by Landlord when due, Tenant may deduct the amount of such unpaid portion from the Rent next becoming due and payable. If Landlord cannot provide a Non-Disturbance Agreement from each applicable Superior Mortgagee within thirty (30) days of the date of this Agreement, Tenant shall have the right to terminate this Lease upon written notice to Landlord (effective as of the date of such notice). If Tenant shall elect to terminate this Lease, Landlord shall reimburse to Tenant all of Tenant's reasonable out-of-pocket costs incurred in connection with the design and construction of the Tenant Improvements and Tenant's legal fees incurred in connection with the review and negotiation of the Lease.

Landlord shall provide Tenant with a Non Disturbance Agreement reasonably acceptable to Tenant from any Superior Mortgagee of Landlord who later comes into existence at any time prior to the expiration of the Term of the Lease as a condition precedent to any obligation of Tenant to subordinate its interests to any such Superior Mortgagee.

At the request of any Superior Mortgagee, the Tenant shall provide the Landlord with a customary tenant's estoppel letter regarding the status of this Lease. If the Landlord defaults on the payment of its mortgage on the Building, the Tenant may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this Lease.

SECTION TWENTY-FOUR                      MUTUAL RELEASES

The Landlord and the Tenant, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the Leased Premises or covered by insurance in connection with property or activities on the Leased Premises, regardless of the cause of the damage or loss. The Landlord and the Tenant shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the Leased Premises.

SECTION TWENTY-FIVE                      BINDING EFFECT

This Lease shall bind and benefit the parties and their successors and permitted assigns.

SECTION TWENTY-SIX                      SIGNS

Tenant, at Tenant's sole cost and expense, shall have the right to install all building standard signage adjacent to the entrance of the Premises, as well as building top/eyebrow/monument signage. All signage shall be in compliance with the Village of Dexter and Landlord signage requirements.

SECTION TWENTY-SEVEN                      ACCEPTANCE OF OCCUPANCY

The Tenant shall commence occupancy of the Leased Premises on the Commencement Date and begin paying rent as required by this Lease. By taking possession, the Tenant represents that the Leased Premises are accepted "as is" as of the Commencement Date, subject to completion of the elevator and the parking lot improvements to the extent not completed by the Commencement Date.

SECTION TWENTY-EIGHT                      VACATION OF THE PREMISES

The Tenant shall not vacate or abandon the Leased Premises during the term of this Lease. If the Tenant does abandon or vacate the Leased Premises or is dispossessed by process of law or otherwise, any of the Tenant's personal property that is left on the Leased Premises shall be deemed abandoned by the Tenant, at the option of the Landlord.

SECTION TWENTY-NINE                      OUTSIDE DELIVERY DATE

Except for any delays specifically caused by Tenant, if Commencement Date has not occurred by May 31, 2011, then Tenant shall receive a credit towards future Rent obligations for any costs incurred by Tenant in relocating to or occupying temporary premises until such time as the Tenant Improvements are completed and QED is allowed occupy the Premises, but shall only receive such credit for rent paid to a third party for periods prior to the Rent Commencement Date to the extent that such rent is higher than the Rent under the Lease.

SECTION THIRTY

NOTICES

Any notices required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this Lease or to such other addresses as the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.

SECTION THIRTY-ONE

QUIET ENJOYMENT

If and as long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, Tenant shall and may (subject, however, to the provisions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Premises for the Lease Term hereby granted, including extensions, without molestation or disturbance by or from Landlord or any person or entity claiming through or under Landlord. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest and is not, nor shall it operate or be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in the Premises and only so long as such interest shall continue, and thereafter this covenant shall be binding upon such subsequent owners and successors in interest of Landlord's interest under this Lease, to the extent of their respective interests, as and when they shall acquire the same, and only so long as they shall retain such interest.

SECTION THIRTY-TWO

HOLDING OVER

If the Tenant does not vacate the Leased Premises at the end of the term of this Lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate equal to one hundred and twenty five (125%) of the Rent amount at the end of the Lease Term.

SECTION THIRTY-THREE

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties with respect to its subject matter. This Lease may not be modified except by a written document signed by the parties.

SECTION THIRTY-FOUR

WAIVER

The failure of the Landlord to enforce any condition of this Lease shall not be a waiver of its right to enforce every condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

SECTION THIRTY-FIVE

DELIVERY OF PREMISES

Tenant shall receive early access to the Building upon 1) the receipt of a fully executed Lease, 2) the payment of all monies as required per the Lease, and 3) the submittal of certificates of insurance as required per the Lease. Said access shall be for the purpose of

completing the tenant improvements, and installing furniture, fixtures, trade fixtures, personal property, telecommunications, cabling and equipment which are exclusive of any tenant improvements. Any such early occupancy shall be subject to the terms and conditions of the Lease, except the obligation to pay Rent or additional sums due under the Lease and shall not cause any delay, disruption or damage to the Premises or Landlord's preparation of the same.

SECTION THIRTY-SIX                      TIME IS OF THE ESSENCE

Time is the essence in the performance of this Lease.

SECTION THIRTY-SEVEN                  PARKING

The site provides 62 parking spaces, all of which shall be made available for Tenant's use. Parking for Tenant and Tenant's employees shall be free for the initial Lease Term and any extensions thereafter.

SECTION THIRTY-EIGHT                  ENVIRONMENTAL ISSUE

Landlord, to the best of its knowledge, represents to Tenant that no toxic, explosive or other dangerous materials, or hazardous substances are present in the building or on the property or have been concealed within, buried beneath, released on or from, or removed from the building or project. Landlord warrants that Landlord will, at Tenant's request prior to lease execution, fully disclose any and all reports, analyses, studies or other documents, including environmental and air quality studies that would identify contaminants on the property. The Landlord will fully indemnify and hold harmless Tenant from all costs and expense, including attorneys' fees, that Tenant may incur as a result of the presence of, release of or threatened release of hazardous substances on the property 1) prior to the earlier of the Commencement Date or the date on which Tenant takes possession of the Premises, and further 2) if caused by Landlord during the lease term or extensions thereof. Tenant agrees to act in material compliance with all Environmental Laws (as hereinafter defined) with respect to its occupancy or use of the Premises; provided, however, that in no event shall Tenant be liable for any violations caused by, arising from or contributed to by the negligence or willful misconduct of Landlord. As used in this Lease, "Environmental Laws" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., or regulations promulgated pursuant thereto.

SECTION THIRTY-NINE                  COMMISSIONS

Assuming the Financing Contingency set forth in Section Forty-One below is satisfied and removed, Landlord shall be solely responsible for the payment of all real estate

commissions in connection with this proposed transaction. CresaPartners, as procuring broker, shall receive as compensation three percent (3%) of the triple net aggregate lease amount for years one (1) through five (5) and one and one-half percent (1.5%) thereafter. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, other than CresaPartners. Said Commissions shall be paid by Lessor to CresaPartners in installments at the following times and in the following manner:

- (a) One third (1/3) payable upon satisfaction of the Financing Contingency;
- (b) One third (1/3) payable within ninety (90) days after lease execution; and
- (c) One third (1/3) payable within one hundred eighty (180) days after lease execution.

If, within thirty (30) days after CresaPartner's written demand for payment of said Commissions, Lessor has not paid the invoice, Lessee shall pay said Commissions and deduct from Rent the amount set forth in the invoice.

#### SECTION FORTY

#### TENANT'S RIGHTS

Tenant shall have the right to install a ground water well on site at a location mutually agreed to; by the Landlord and Tenant. Installation of well shall be in accordance with requirements by governing agencies. Tenant shall be responsible, upon the termination, to abandon well in accordance with governing agency requirements.

#### SECTION FORTY-ONE

#### FINANCING CONTINGENCY

This Lease is contingent upon Landlord either (a) securing a binding and final financing commitment (with no bank contingencies, such as, without limitation, an appraisal contingency) to construct the Tenant Improvement Work or (b) putting into escrow with a title company selected by Lessee in its sole discretion an amount equal to the full cost of completing the Tenant Improvement Work (collectively, the "Financing Contingency"). If Landlord is unable to provide evidence that Landlord has satisfied condition (a) or (b), as determined by Tenant in its sole discretion, by April 29, 2011, then Tenant shall have the absolute right to terminate this Lease upon two (2) days written notice to Landlord.

#### SECTION FORTY-TWO

#### INDEMNIFICATION

Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and such other party's member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, lessee, grantee, licensee, invitee or permittee (a "Related Party" and, together with the other party, an "Indemnified Party") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from (a) physical damage to the Indemnified Party's property to the extent caused by the Indemnifying Party or any Related Person thereof, (b) physical

injuries or death to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof, (c) any breach of any covenant, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Lease, (d) the presence or release of Hazardous Materials (as hereinafter defined) in, under, on or about the Premises, which are or were brought or knowingly or negligently permitted to be brought onto the Premises by the Indemnifying Party or any Related Person thereof or (e) the violation of any environmental law by the Indemnifying Party or any Related Person thereof; provided, however, that in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from or contributed to by the negligence or willful misconduct of such Indemnified Party. As used in this Lease, the phrase "Hazardous Materials" shall include, but shall not be limited to, those materials or substances defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic pollutant" or other similar designations under any Environmental Laws (as defined herein). This Section Forty-Two shall not limit Landlord's or Tenant's covenants and obligations under Section Thirty-Eight hereof.

#### SECTION FORTY-THREE

#### WAIVER OF LANDLORD'S LIEN

Landlord hereby waives its right, if any, to a lien on or distraint on any Tenant's trade fixtures, equipment, merchandise, inventory or other personal property of Tenant from time to time located within the Premises ("Tenant's Property") to the rights of any seller or lessor of trade fixtures, equipment, inventory or other personal property of Tenant or lender who holds a security interest in Tenant's Property. This Lease does not create a contractual lien or other security interest to Landlord or in favor of Landlord with respect to Tenant's Property. With respect to any lender of Tenant having a security interest in Tenant's Property ("Tenant's Lender"), Landlord agrees as follows: (i) to provide Tenant's Lender upon written request of Tenant (accompanied by the name and address of Tenant's Lender) with a copy of any default notice(s) given to Tenant under this Lease; and (ii) to permit Tenant's Lender access to the Premises for the purpose of removing Tenant's Property anytime within ninety (90) days (the "Disposition Period") after the effective date of any termination of this Lease or any repossession of the Premises by Landlord, provided, that, (a) for each day during the Disposition Period that Tenant's Lender uses the Premises pursuant to the rights granted herein, unless Landlord has been paid in respect of any such period, Tenant's Lender shall pay the regularly scheduled Rent then due under the Lease, prorated on a per diem basis to be determined on a thirty (30) day month, without thereby assuming the Lease or incurring any other obligations of Tenant; (b) Tenant's Lender shall maintain all insurance required to be maintained by Tenant under the Lease during such time as Tenant's Lender is in occupancy of the Premises; (c) Tenant's Lender shall repair any damage to the Premises caused by Tenant's Lender or its representatives (for the account of Tenant) at its sole expense and (d) Tenant's Lender agrees (for the account of Tenant) to indemnify, hold harmless and defend Landlord from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred by Landlord as a result of any actions taken by Tenant's Lender, or its agents, employees, contractors,

representatives or invitees with respect to the Premises during its occupancy of the Premises, or any third party claims in connection with any action or occurrence occurring on or in respect of the Premises during such period of occupancy, in each case, to the extent not caused by or resulting from the acts or omissions of Landlord. Landlord shall deliver to Tenant, if requested, a written confirmation in favor of such seller, lessor or lender provided the form of the waiver is satisfactory to Landlord in its reasonable judgment

#### SECTION FORTY-FOUR

#### TENANT'S PAYMENT OBLIGATIONS

Test America Laboratories, Inc. ("Test America"), as parent of Tenant, covenants and warrants that it shall not take any action that would cause Tenant to be unable to make its payment obligations under this Lease; provided, however, that in no event shall the following covenant be construed as requiring Test America to take any action that would be impermissible under any loan agreements that it is a party to and Landlord expressly agrees that Test America shall at all times be permitted to take any actions required by its lenders.

#### SECTION FORTY-FIVE

#### LANDLORD'S FINANCIAL REPRESENTATION

Landlord covenant and warrant that all financial statements disclosed by Landlord to Tenant as an inducement to Tenant's execution of this Lease are true, correct and complete and accurately represent Landlord's financial state.

#### SECTION FORTY-SIX

#### ACKNOWLEDGMENT OF SUBLEASE

Landlord and Tenant hereby acknowledge and agree that this Sublease Agreement is subject and subordinate to the terms and conditions of a Lease Agreement dated as of February 15, 2011 (the "Prime Lease"), between Landlord and KCM Properties LLC (the "Owner"), a copy of which Prime Lease is attached hereto as Exhibit \_\_\_\_\_. All of the obligations contained in the Prime Lease conferred and imposed upon Landlord (as tenant therein), except as modified and amended by this Lease, are hereby conferred and imposed upon Tenant with respect to the Premises and Tenant's occupancy thereof, and Tenant hereby assumes all such obligations. In the event of any inconsistency between the terms of the Prime Lease and this Lease, the terms of this Lease shall in all cases govern. In the event Landlord receives written notice from the Owner that the Prime Lease is in default or will be terminated, then Landlord shall immediately deliver a copy of such notice to Tenant after receipt thereof. Without limiting the foregoing, Landlord agrees that it will take no action to cause an early termination of the Prime Lease prior to expiration or earlier termination of this Lease, except in the case when Tenant is in violation of its obligations under this Lease. Tenant agrees that it shall comply with the terms and provisions of the Prime Lease with respect to the Premises (except as modified and amended by this Lease) and shall neither do nor permit anything to be done which would constitute a default or a breach under the Prime Lease or otherwise cause the Prime Lease to be terminated or forfeited. Landlord agrees that it shall comply with the terms

and provisions of the Prime Lease, subject to Tenant's compliance, and shall neither do, nor permit anything to be done, which would constitute a default or breach under the Prime Lease or otherwise cause the Prime Lease to be terminated or forfeited.

If Owner shall default in the performance of any of its covenants or obligations under the Prime Lease to Landlord, Tenant shall have the right, in the name of Landlord, to (i) make any demand or institute any action or proceeding at law or in equity or otherwise against Owner permitted under the Prime Lease for the enforcement of Owner's obligations or covenants under the Prime Lease and Landlord shall cooperate with such action or proceeding, or (ii) elect to have Landlord exercise commercially reasonable efforts to enforce Landlord's rights under the Prime Lease. In the event of any claim of Owner default by Tenant, Tenant agrees to notify Landlord of such claim. Landlord agrees that it will execute any reasonable demands, pleadings, documents or other written instruments and will otherwise reasonably cooperate with Tenant as may be necessary to enable Tenant to proceed in Landlord's name to enforce such obligations or covenants of Owner under the Prime Lease.

In addition to the provisions of this Lease, the following events will be considered as a Landlord default under this Lease: (i) the filing of a petition proposing the adjudication of Landlord as a bankrupt or insolvent or the reorganization of Tenant or an arrangement by Landlord with Landlord's creditors, whether pursuant to the Federal Bankruptcy Code or any similar federal or state proceedings; (ii) the admission in writing by Landlord of Landlord's inability to pay its debts when due; (iii) the appointment of a receiver, trustee, guardian, conservator or similar officer to manage or oversee the business or any property of Landlord or to wind-up Landlord's business or affairs; (iv) the making by Landlord of an assignment for the benefit of its creditors.

Landlord agrees that it shall, within two (2) business days after receipt by Landlord, provide Tenant with a photocopy of any notice Landlord receives from Owner under the Prime Lease which is relevant to this Lease. In addition, unless otherwise expressly provided herein, any notices, reports or payments which Landlord is required to provide to Owner under the Prime Lease shall be delivered by Tenant to Landlord on or before the date on which any such notices, reports or payments must be provided by Landlord as lessee under the Prime Lease, and any response to notices or reports to Tenant required to be made by Landlord within a period specified in the Prime Lease shall not be due until the date on which any such response is due from Owner under the Prime Lease to Landlord, as the lessee thereunder. In addition to the right to cure these defaults, Owner hereby consents to this Sublease and agrees that, in the event of any default by Landlord of its obligations under the Prime Lease in any circumstance in which Tenant is in full compliance with its obligations under this Lease, Owner will automatically accept Tenant as a replacement tenant under the Prime Lease upon written demand from Tenant and will not disrupt its tenancy in the Premises. In such case, Tenant and Owner each agree to promptly execute a replacement prime lease on substantially the same terms as this Lease for the remaining balance of the term. In addition, if Tenant exercises its right to renew

under Section Twenty of this Lease, Landlord shall immediately exercise its corresponding right to renew the term of the Prime Lease.

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[Signatures appear on following page]

In witness whereof, the parties have hereunto set their hands and seals the day and year first written above.

LESSOR: Ann Arbor Fabrication, Inc.

By: David V. Hughes

Witness: Patricia M. Kline

Witness: Danella A. Dalton

LESSEE: QED Environmental Systems, Inc.

By: Rachel Byrd Jarrett

Witness: Kathleen D. Wilson

Witness: Kristen A. Winters

**KCM PROPERTIES LLC HEREBY CONSENTS TO THIS SUBLEASE FOR THE SOLE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE TERMS PROVIDED HEREIN AND THE EXISTENCE OF SAID SUBLEASE.**

OWNER: KCM Properties LLC

By: David Hughes

EXHIBIT A – Legal Description

The Premises are located on land in the Village Of Dexter/Scio, Washtenaw County, Michigan described as:

LOT 32, DEXTER BUS & RES PARK NO. 2, PT NE 1/4 SEC 7, T2S-R5E, 2.20 AC.

PIN: HD-08-07-125-032