

Strawberry Alarm Clock
May 22, 2015

3. Traditional neighborhoods are the desired alternative to conventional modern, use-segregated developments such as large lot suburban subdivisions and strip commercial developments.
4. Encourage residential/mixed-use development in a manner consistent with the preservation and enhancement of property values within existing residential areas.
5. Promote the creation of places which are oriented to the pedestrian, promote citizen security and social interaction.
6. Promote development of mixed-use structure or mixed-use development with offices, multiple family and retail uses located with related community facilities.
7. Discourage commercial and industrial uses that create objectionable noise, glare and odors.

While we recognize that the proposed use may in-part be compatible with the VR District as a "mixed-use", the applicant should indicate how they plan to mitigate potential objectionable noise, glare and odors that are commonly associated with restaurant / food services uses.

- C. *The Special Land Use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.*

CWA COMMENTS: The Planning Commission will need to determine if the proposed structure has been designed to be compatible with the existing neighborhoods character, and whether the proposed use will create noise, glare (from exterior lighting), odor, and additional traffic resulting in alterations to the existing residential neighborhood. We understand the subject site is adjacent to another non-residential use (train museum) along the east, but is surrounded by existing residential dwellings along the south (across Broad Street) and immediately adjacent to a residential dwelling to the west.

Further, the applicant has noted hours of operation will be 6am to 9pm, seven (7) days per week. Since the main attraction of the proposed use is coffee, it is likely the busiest time of day will be in the morning hours when residents are expecting quiet time to sleep or get ready for work/school.

The applicant has not provided any information related as to how common restaurant impacts (lighting, parking/traffic, odor, garbage) will be handled/mitigated.

- D. *The Special Land Use will not significantly impact the natural environment.*

CWA COMMENTS: Redevelopment of the site will result in substantial site grading and removal of a couple of mature trees; however, these impacts are no greater than if a new home were built at this location.

- E. *The Special Land Use can be served adequately by public facilities and services such as police and fire protection, schools, drainage structures, water and sewage facilities, and refuse disposal.*

CWA COMMENTS: As mentioned under the Essential Services Section of this report, the subject site is served by sewer and water facilities, as well as proposed stormwater management facilities which will be reviewed by the City Engineer. We don't anticipate additional police and fire protection or school services will be needed by the proposed use. However, additional refuse disposal may be required due to the food service nature of the use.

- F. *The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration the following:*

1. *Vehicular turning movements;*
2. *Proximity and relationship to intersections;*
3. *Adequacy of sight distances;*
4. *Location and access of off-street parking; and,*
5. *Provisions for pedestrian traffic.*

CWA COMMENTS: Based upon the information provided, there appears to be adequate room for vehicular turning movements and pedestrian safety.

- G. *The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.*

CWA COMMENTS: As already noted throughout this report, the proposed design of the structure is not compatible with the surrounding residential neighborhood. This as well as the type of use may discourage additional investment in the surrounding homes, and negatively affect residential property values.

- H. *The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.*

CWA COMMENTS: As proposed, we do not believe the development is designed or located to protect the public health, safety and welfare.

Strawberry Alarm Clock
May 22, 2015

Items to be Addressed: 1) The Planning Commission will need to determine if the proposed development is compatible with the City of Dexter Master Plan goals, objectives or future land use map, as well as the intent of the VR zoning district. 2) The applicant should indicate how they plan to mitigate potential objectionable noise, glare and odors that are commonly associated with restaurant / food services uses.

VARIANCES

As proposed, a variance to allow a reduction in the rear yard setback is needed. The ZBA met on May 18th and postponed action on the requested variance to allow the applicant additional time to consider alternatives that may reduce (lessen) the requested variance.

Items to be Addressed: Obtain a variance for the rear yard setback, or provide an alternative design that meets or lessens the requested variance.

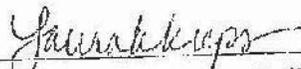
RECOMMENDATIONS

Based upon our review, we have provided the following items to be addressed/considered to the satisfaction of the Planning Commission prior to approve of the requested special land use:

Special Land Use:

1. Compatibility of the proposed use on the existing residential neighborhood, specifically, compatibility to the west and south.
2. Planning Commission consideration of compatibility with the intent of the Master Plan, as noted.
3. Increased traffic for the proposed use as noted.
4. Planning Commission consideration of compatibility with the intent of the VR zoning district.
5. The applicant should indicate how they plan to mitigate potential objectionable noise, glare and odors that are commonly associated with restaurant / food services uses.


 CARLISLE/WORTMAN ASSOC., INC.
 Douglas J. Lewan, PCP, AICP
 Principal


 CARLISLE/WORTMAN ASSOC., INC.
 Laura K. Kreps, AICP
 Associate

PLY Architecture

225 South Lincoln Road
New Hope, PA 19388

PHILIP
215.273.7774

www.plyarch.com



3441 BROAD ST
PHILADELPHIA, PENNSYLVANIA
EXHIBIT 1833
C.M.P.A.



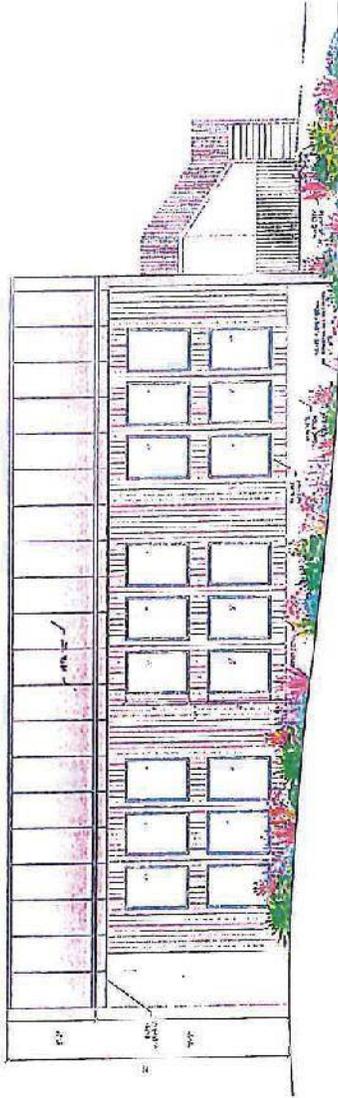
PROPOSED
ELEVATIONS

DATE:
May 4, 2018

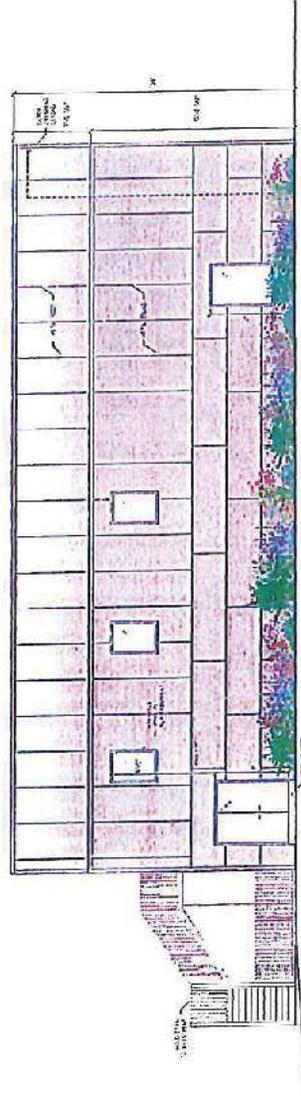
PROJECT:
1833
DRAWN BY:
DATE:

PROJECT NUMBER:
1833

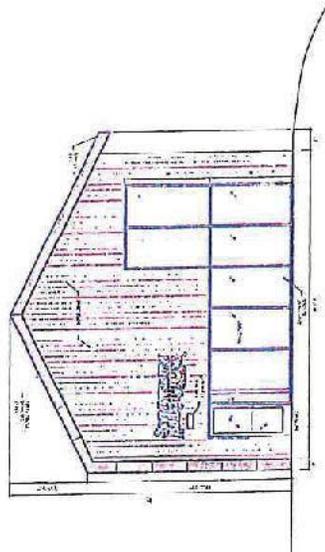
A1.04



2 | EAST ELEVATION
A1.04 | 3/8" = 1'-0"

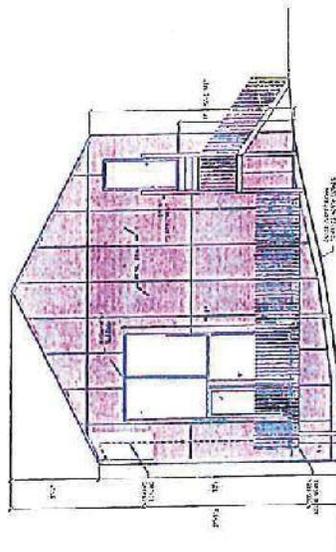


4 | WEST ELEVATION
A1.04 | 3/8" = 1'-0"



SEE DRAWING 2/200
FOR SIGNAGE DETAILS

1 | SOUTH ELEVATION
A1.04 | 3/8" = 1'-0"



3 | NORTH ELEVATION
A1.04 | 3/8" = 1'-0"



3441 BROAD ST
 SEASIDE, CA 92083
 TEL: 619.434.1111



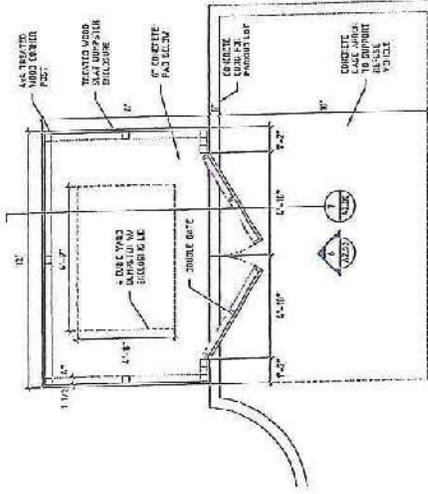
SITE DETAILS

DATE: May 4, 2013

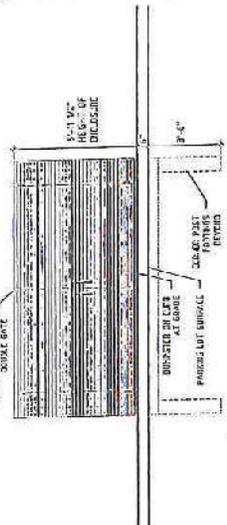
PROJECT: BROAD ST

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

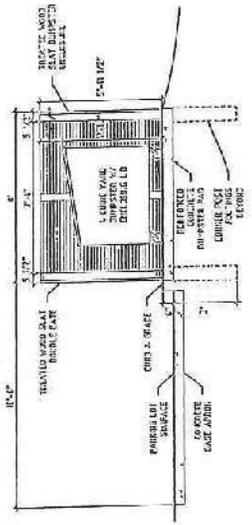
A2.00



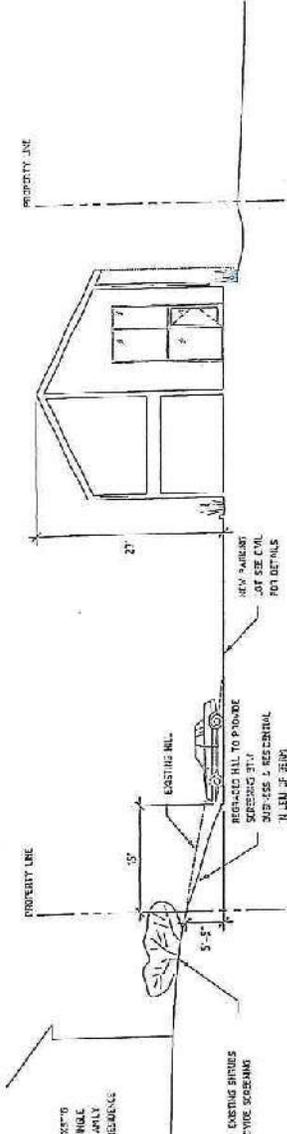
1] PLAN, clump for enclosure
 A2.00 (1/8" = 1'-0")



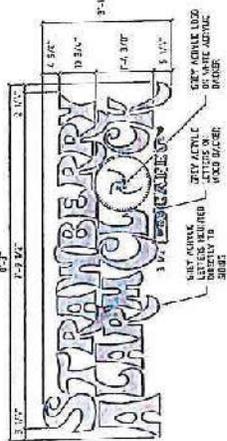
5] ELEVATION, clump for enclosure
 A2.00 (1/8" = 1'-0")



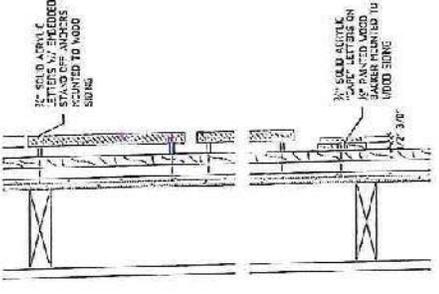
6] SECTION, clump for enclosure
 A2.00 (1/8" = 1'-0")



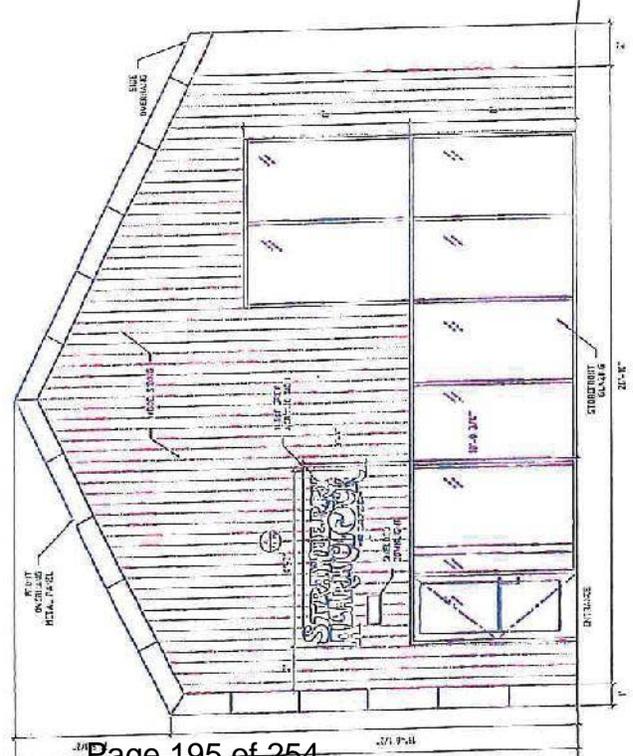
2] FRONT ELEVATION
 A2.00 (1/8" = 1'-0")



3] SIGN ELEVATION
 A2.00 (1/8" = 1'-0")



4] SIGN SECTION
 A2.00 (1/8" = 1'-0")



7] FRONT ELEVATION
 A2.00 (1/8" = 1'-0")

REVISIONS
 NO. DATE BY
 1 05/04/13 PLY



P20













From: [Tom May](#)
To: [Michelle Aniol](#)
Subject: Comment -- Cafe across the tracks
Date: Tuesday, June 09, 2015 9:39:03 PM

Hi Michelle:

Hope things are going well. Just thought I'd provide some feedback on the proposed cafe across the tracks from us. I have met Jack Savas on several occasions -- he's an enthusiastic guy. I have seen his revised drawings and think that they do a good job in meeting the neighbors half way. The new plans appear to both meet the setback requirements for the railroad and take a step toward better conformity with the rest of the surrounding structures.

I don't think that I'm going to be able to attend the rezoning meeting, so thought I would share my feedback through email. Feel free to contact me with any questions.

--

Tom May
MedHub

(734) 580-2000 x227
tom@medhub.com

2 June 2015

Dexter City Council
8140 Main Street
Dexter, Michigan 48130

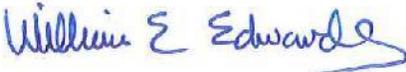
Subject: Proposed café at 3441 Broad Street Dexter, MI

Ladies and gentlemen of the council,

I am writing on behalf of my wife Marina and myself, regarding the proposed café on Broad Street. I attended and spoke at the June 1st council meeting at the Dexter Senior but after conversing with several of the attendees, it became apparent my intended opinion was not universally understood. I ask you to enter into the record, the concise but clear opinions of a two concerned citizens.

We are in favor of the proposed café. It is not just another metal & neon chain store in a strip mall of urban sprawl but a well thought out enterprise, subtly integrated into the neighborhood that will be an asset to our community. The proposal is consistent not only with the letter of the law (as presented by the council) but with the spirit of the city. An extension of downtown; a quiet get away. Every aspect of the café, parking, lighting, hours of operation, rubber mats for dumpsters etc. show deep respect for the residents.

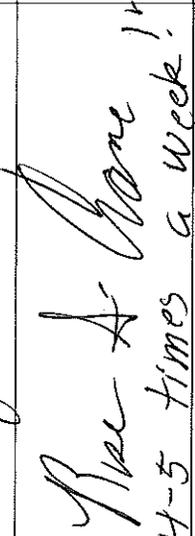
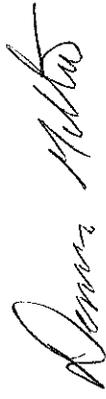
Regards,

William & Marina Edwards

7580 Third Street
Dexter Village, MI 48130

I support the proposed Strawberry Café at 3441 Broad Street, Dexter Michigan.

Printed Name	Signature	Address	Date
THOMAS FOOTE		3238 BROAD ST	6/4/15
Kimberly Pilon "cyclist"		5731 Dexter Puckney Rd	6/3/15
ROSE CRANE "Bike Thru Dexter 4-5 times a week!"		#110 Pondsview Ann Arbor	6/3/15
Aven Telesco		Dexter MI	6/3/15
DAVE RAPP		Dexter MI	6/3/15
DENNIS GILBERT		7610 THIRD ST.	6/3/2015
Karen Gilbert		7610 Third	6/3/15

WHAT: A new café in Dexter
WHERE: 3441 Broad Street
Owner: Mr. Jack Savas

Overview

- Offerings
 - Time stamped coffee => the freshest & best anywhere
 - Food & ice cream (final menu TBD)
- A boutique cafe shop
 - 5 tables inside
 - Outdoor seating
- Off street parking (5 – 6 spots)
- Bicycle rack



**STRAWBERRY
ALARM CLOCK**
CAFE
Cafe in Dexter
3441 Broad Street

Strawberry Café
3441 Broad Street, Dexter





Greek Orthodox Metropolis of Detroit

Greek Orthodox Church of Saint Nicholas

3109 Scio Church Road, Ann Arbor, MI. 48103 Phone: 734/332-8200 Fax: 734/332-8201 Rev. Father Nicolaos H. Kotsis

May 29, 2015

City of Dexter Planning Commission
Attention: Michelle Aniol

Dear Ms. Aniol,

My name is Fr. Nicolaos H. Kotsis of St. Nicholas Greek Orthodox Church in Ann Arbor. This note is concerning the proposal for the Strawberry Alarm Clock Café, Jack Savas proprietor, planned for Dexter. I have known Jack for the past 10 years since I was assigned to St. Nicholas in 2005.

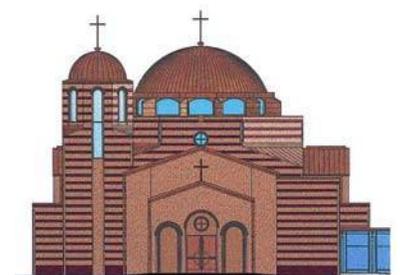
I earnestly hope the Planning Commission will look upon this proposal with excitement and with the sense of opportunity. Jack has always been entrepreneurial in nature and the proposal will add to the vitality and uniqueness of Dexter (I love walking the streets and patronizing the businesses of downtown Dexter, by the way!).

We have quite a few parishioners who live in Dexter, and I'm sure they and many others from the parish will support Jack and his new business. Of course, that will also bring more attention to the other businesses downtown.

I offer my public support of Jack and his planned Strawberry Alarm Clock café and hope the honorable members of the City of Dexter Planning Commission will likewise support his proposal.

Sincerely and Respectfully,

Fr. Nicolaos H. Kotsis
Parish Priest



From: [Abby O'Haver](#)
To: maniol@DexterMI.gov
Subject: Proposed "Strawberry Alarm Clock" on Broad
Date: Thursday, May 28, 2015 9:44:54 AM

Michelle, I would like to submit my two cents on the proposal for the coffee shop on Broad Street. thanks!

To Whom it May Concern:

I am writing in regards to the proposed coffee shop business, Strawberry Alarm Clock, on Broad Street. I recently reviewed the plans at the Village Offices. As a homeowner and resident in the neighborhood (we live at 3294 Broad, corner of Broad and Fifth), I would like to voice my support of the proposed project.

From the architectural drawings, the proposed building appears to have been thoughtfully designed to compliment other renovated properties in the vicinity (in particular the Medical Tech company building across the railroad tracks). I agree with the concept that this area could become a "hub" for some interesting, creative and attractive development. With one or two nicely renovated properties in the area, it may well catch on and become increasingly attractive to other investors... or homeowners who may want to enjoy renovating an older home and living in a lovely "walk-able" community.

I am in support of a well thought out plan and an investor willing to put some time, though and money into the village. In this case, the coffee shop will be replacing a very deteriorated rental property, and is therefore an huge upgrade to the neighborhood.

I wish the investor well in this endeavor and hope to walk down the street soon for a latte or to meet up with a neighbor friend to enjoy this new space.

Best Regards, Abby O'Haver, 3294 Broad Street, Dexter

From: [Al Maghes](#)
To: maniol@dextermi.gov; [Debi Maghes](#)
Subject: Special land use 3441 Broad Street
Date: Wednesday, May 27, 2015 12:45:08 PM

May 28, 2015

I am writing to express my feeling on the development at 3441 Broad, Dexter, Michigan
I am very much opposed to the proposed restaurant/apartment project at
the subject address for the following reasons:

Traffic congestion from Huron, Third, and Broad going West and East bound. The triangle where these roads come together will cause a hazard for cars, pedestrians, and bikers. Commercial deliveries will be difficult and create traffic and parking issues.

Shortage of parking spaces and congestion: the computer company just north of this project already suffers from lack of parking and they are expanding putting more stress on limited parking spaces. The apartment dwellers, the restaurant personnel and management, and customers will over crowd this location.

Neighborhood compatibility. The 2 blocks on Broad on the North side is 100% residential. Putting a restaurant in this neighborhood will distract from that quality of life in a residential neighborhood. The movement in this area, is to restore and expand residential living in this area. The proposed building is not compatible with the residential homes in this area and will distract in quality and value of the adjoining and near properties. Noise and light pollution to area homes will occur and be negative to the neighborhood.

This project is too large for the smallest lot on Broad Street. All you see is a tall building, parking lot, dumpster, and a building that is not compatible with the prevailing neighborhood home designs.

This restaurant building compromises the historical nature and effect of the Historic Dexter Rail Station. The way this proposed building is designed and set, the building would block the rail stations sight line views from the West looking East from all who look and travel East on Broad. The neighborhood would be looking at the apartment windows, which is unsightly at best Other sight lines for residents would be blocked so the restaurant patrons would be the only ones who enjoy the rail station and its setting.

The spirit of the zoning regulations is to protect the historic nature of the neighborhoods, and to maintain a sense of place in our communities. This project does not do that and should not be approved. This project should be in the Central Business District, not a residential neighborhood.

Al Maghes

8069 Third Street
Dexter, Michigan

I will not be able to attend the June 1 meeting because of a previous meeting schedule. I have a very strong feeling that this project should not be approved.

City of Dexter
Planning Commission
8140 Main Street
Dexter, MI
48130-1092

22 May, 2015

Re: 3441 Broad Street Savas Site

Dear Planning Commissioners,

My Husband and I have owned nearby property on Huron Street for 25 years and have concerns about the proposed use for the 3441 Broad Street site.

While I understand that a restaurant is an approved use under the existing VR zoning for the 3441 Broad Street site, it appears difficult for the additional requirements needed for a restaurant cited by the City of Dexter ordinance to be met.

I am specifically concerned about:

The setback for restaurant drive entrance not closer than 60 feet from the nearest street intersection.

12 parking spaces per 1000 square feet of floor space

Asthetically placed Six foot high wall between restaurant and adjacent residentially zoned homes

Placement of Restaurant dumpster not closer than 20 feet from adjacent residences.

Placement of the required dumpster enclosure in the side or rear of the lot screened by 5 foot tall shrubs placed not more than 6 feet apart

Onsite lighting for the new building and parking area installation non invasive to adjacent properties *and noise shielding for refrigeration compressors on site*

Signage for the business placed so as to not interfere with line of sight on Broad Street adjacent driveways.

As property owners we would like to protect the quality residential neighborhood in that area. We believe that a restaurant could be a benefit to the area, but that the lot size and shape of this .284 acre parcel make placing a restaurant very difficult to do without having a negative effect on the neighbors.

Sincerely,



Linda and Mark Smith
property owners of 8080 Huron Street
4144 West Liberty Rd
Ann Arbor, MI 48103

P.S.

I notice that the property information on the Dexter website shows this as

100% Homestead exempted by 2015. It is my understanding that this lot is vacant,

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City of Dexter
Assessing Department

Memo

To: City Council

From: Christopher Renius 

cc:

Date: July 22, 2015

Re: Recommended Tribunal procedures

The discussion as to how we should proceed with Michigan Tax Tribunal cases has been brought up with the pending settlement of Dexter Plaza, LLC with Scio Township for the 2014 year. The petitioner has also included the 2015 year which is pending under the same docket number but is under the jurisdiction of the City. The petitioner's legal counsel has requested for us to settle the 2015 year for the same value agreed upon by Scio Township for the 2014 year. After reviewing the information, it does not seem like an unreasonable settlement. The settlement was based upon a higher than market vacancy rate for this particular property. The amount of refund that the City will be responsible for is presented on the attached spreadsheet. I have also attached the proposed settlement for your review.

We are requesting direction from Council on how Council would like these matters handled in the future. There are two different types of appeals: MTT Small Claims appeals and Full MTT appeals. The Small Claims division hears all residential property value disputes, PRE disputes, etc. and disputes that are less than \$100,000 in contention. In previous instances, I have always handled these appeals myself and have either defended or settled with the property owners in these appeals without intervention by an attorney, board or council. However, Full MTT appeals require the City Attorney to respond to the allegations in a proper format, requiring the City to assume some costs in the defense of the Full MTT claim.

In the Full MTT matters, I have always assisted the attorney in discussions, negotiations, and settlements and/or valuation disclosures and hearings. Typically we do not have any type of

appraisal or documentary evidence from the petitioner until the valuation disclosures are due so we are left to negotiate with ourselves until we are able to evaluate the validity of their claim through the review of their valuation disclosure. If we do get to a point when valuation disclosures are due, it may require the City to commission an appraisal by a licensed appraiser (which I am not) for the purposes of tax appeal defense which also incurs additional expenses. I am asking for Council's guidance on how they would like the appeals that end up in the Full MTT handled and at what point in the process you would like the matter presented to you. I will keep everyone posted on when we receive an appeal but when would you like to approve a settlement? \$100,000 difference? \$500,000 difference? I would of course keep Council in the loop and would request approval if we get to a point where I believe we need to commission an appraisal for a matter. However, if our attorney and I can negotiate a settlement in a matter, how would you like it handled?

As you can see by the attached spreadsheet, the loss in revenue is miniscule when compared to the costs associated with a typical Full Tribunal case. Such costs may include attorney's fees, appraisal costs, witness costs and other miscellaneous expenses. And for this appeal specifically, if we decide not to agree with the 2015 settlement, the petitioner could settle with Scio Township for the 2014 year, drop the 2015 year appeal, but we would still be required by law to roll back the taxable values for the 2015 year to the 2014 settlement plus the 1.6% rate of inflation (CPI) for the 2015 year. Either way, we will have to reduce the taxable value for the 2015 year.

As always, I appreciate Council's support and direction in this matter.

**STATE OF MICHIGAN
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
MICHIGAN TAX TRIBUNAL**

DEXTER PLAZA, LLC,

Petitioner,

MTT Docket No. 14-001557-TT

vs.

TOWNSHIP OF SCIO
AND CITY OF DEXTER,

Respondent.

LAURA M. HALLAHAN (P42101)
HALLAHAN & ASSOCIATES, P.C.
Attorneys for Petitioner
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302
(248) 731-3089

JOHN L. ETTER (P13233)
READING, ETTER & LILLICH
Attorney for Respondent Township of Scio
603 West Huron Street
Ann Arbor, Michigan 48103
(734) 769-9050

CHRIS RENIUS
Assessor
Representative for Respondent City of
Dexter
8140 Main Street
Dexter, Michigan 48103
(734) 426-8303

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

1. The case is pending in the X Entire Tribunal Small Claims Division.
2. Property Parcel Nos: HD-08-08-205-001 & HD-08-08-205-002 for 2014 only (SEE MULTIPLE PARCEL FORM)
3. (If more than one parcel is at issue, attach a completed Stipulation – Multiple Parcel Form addressing all other parcels at issue.)
4. The values for the property identified above as established by Respondent’s Board of Review are:

Tax Year	True Cash Value	Assessed Value	Taxable Value
2014	See multiple parcel form attached	See multiple parcel form attached	See multiple parcel form attached
2015	See multiple parcel form attached	See multiple parcel form attached	See multiple parcel form attached

5. The values for the property identified above as stipulated by the parties for settlement purposes are:

Tax Year	True Cash Value	State Equalized Value	Taxable Value
2014	See multiple parcel form attached	See multiple parcel form attached	See multiple parcel form attached
2015	See multiple parcel form attached	See multiple parcel form attached	See multiple parcel form attached

6. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary):

The parties hereby stipulate to amend the petition for 2015 to include the City of Dexter as a party as the City of Dexter became a City on November 21, 2014 and the subject properties are located within the geographical boundaries of the City of Dexter. The parties further stipulate that the Township of Scio is not a party in interest for the 2015 tax year.

7. List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary):

The parties agree that the stipulation regarding the subject property's assessed and taxable values is strictly for settlement purposes only, and only for the years involved, and for no other purpose whatsoever.

Refunds shall be made payable to Petitioner and Petitioner's counsel Hallahan & Associates, P.C. an sent in care of Petitioner's counsel to:

1750 S. Telegraph Road, Suite 202, Bloomfield Hills, Michigan 48302-2082.

Signature of Petitioner's Authorized Representative or, *if none*, Petitioner:

Laura M. Hallahan

Date: _____

Signature of Respondent's authorized representative:

John L. Etter

Date: _____

Chris Renius

Date: _____

**STATE OF MICHIGAN
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
MICHIGAN TAX TRIBUNAL**

DEXTER PLAZA, LLC,
Petitioner,

vs.

MTT Docket No. 14-001557-TT

TOWNSHIP OF SCIO
and CITY OF DEXTER,
Respondents.

MULTIPLE PARCEL STIPULATION FORM 1 OF 1

1. The values for the property identified herein as established by Respondent's Board of Review are:

Tax Year	Parcel Number	True Cash Value	Assessed Value	Taxable Value
2014	HD-08-08-205-001	\$1,430,000	\$715,000	\$670,123
2014	HD-08-08-205-002	\$188,200	\$94,100	\$88,900
2015	08-08-08-205-001	\$1,500,000	\$750,000	\$700,044
2015	08-08-08-205-002	\$186,200	\$93,100	\$90,322

2. The parties hereby stipulate to true cash, state equalized and taxable values for the property as follows:

Tax Year	Parcel Number	True Cash Value	State Equalized Value	Taxable Value
2014	HD-08-08-205-001	\$1,144,000	\$572,000	\$572,000
2014	HD-08-08-205-002	\$156,000	\$78,000	\$78,000
2015	08-08-08-205-001	\$1,144,000	\$572,000	\$572,000
2015	08-08-08-205-002	\$156,000	\$78,000	\$78,000

*The parcel numbers changed from 2014 to 2015 because the City of Dexter became a City on November 21, 2014 and the properties are now located in the City of Dexter and parcel numbers were assigned by the City of Dexter.

Dexter Plaza, LLC v City of Dexter
Revenue refund per pending settlement

Docket 14-001577

Refund Due
Not including Interest

2014 Year:

\$109,023 Reduciton	City GO Bond: 0.7375 Mills	\$80.40
	City Operating: 9.8807 Mills	\$1,077.22
	City Streets: 3.438 Mills	\$374.82

2015 Year:

\$140, 336 Reduction	City GO Bond: 0.6276 Mills	\$88.07
	City Operating: 9.9906 Mills	\$1,402.04
	City Streets: 3.438 Mills	\$482.47

Two year total:

City Go Bond:	\$168.47
City Operating:	\$2,497.26
City Streets:	\$857.29

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OFFICE OF THE CITY MANAGER

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

Memorandum

To: Mayor Keough and City Council

From: Courtney Nicholls, City Manager
Justin Breyer, Assistant to the City Manager
Marie Sherry, Finance Director/Treasurer

Re: Consideration of: Phone System Upgrade

Date: July 20, 2015

On March 26, 2015, the City posted a Request for Proposal for Phone Service Upgrade. This RFP listed the scope of work to be provided by responding vendors, which included: equipment, features, services, and support. By the April 23rd submission deadline, the City received 11 proposals - reflecting the highly competitive nature of the commercial telephony business. The 11 vendors that responded to the City's RFP provided a variety of possible solutions to the City's telephone needs. With regard to the infrastructure (wiring and hardware) needed to support the proposed systems, the proposals ran the gamut from complex to straightforward and from reasonably priced to expensive. There are a variety of ways that the wires can be run and a variety of ways that the phone system can be connected to interact with a location's internet service. Despite this complexity, the types of proposals can be summarized as:

- 1) Purchase versus lease of the phone system hardware; and
- 2) In-house equipment versus vendor hosted equipment.

Justin and Marie met with a representative from I.T. Right, the City's IT vendor, to review the proposals. As a note, I.T. Right did not submit a proposal. Upon review, the most straightforward and streamlined solution to the City's phone needs would be to contract with one vendor for the lease of phone hardware and hosting the equipment necessary to provide phone services. Staff used I.T. Right's support and endorsement in order to make a vendor recommendation.

The service hosting vendor that administration recommends is Comcast. Currently, Comcast provides voice and internet service to the City's three locations: the City Offices, Department of Public Works, and the Wastewater Treatment Plant.

1. Cost, Lease Versus Purchase - Leasing a system versus purchasing a system can be thought of in terms similar to leasing versus purchasing an automobile. Like purchasing a car, purchasing a phone system is more expensive upfront and typically maintenance is covered through a warranty period. Meanwhile, leasing a system does not have a significant upfront cost, but the lessee pays a set cost over the term of the lease. When comparing long-term costs, leasing is less expensive until year five (at earliest) than purchasing hardware. The cost comparison between the purchase and lease of equipment is heavily dependent on the costs that could be incurred after the end of the warranty period on a purchased system. These costs include the amount of maintenance required, replacement costs, and the cost of software licensing.

2. One Stop Shop - Phone systems are complicated and should something go wrong, it is important that the City know who to contact. During evaluation, staff recognized that we could have as many as 3 vendors providing different parts of the system. If the City chooses to contract with Comcast for a hosted system, then the City would only need to deal with one vendor for all phone and internet services with the exception of the Wastewater Treatment Plant's SCADA system.

Comcast can modify their billing system so that the bills for the City's three locations are all delivered at one time to one location instead of the City needing to "bill wrangle" for the separate facilities.

3. VOIP and Warrantee – Over the last decade, phone systems have been trending towards VOIP (Voice Over Internet Protocol), or using the internet to provide phone service. With this trend comes a great deal of change to the method and quality with which calls are delivered (changing as fast as computers). If the City contracts for a hosted system and leases the phone hardware, Comcast will upgrade the City's phone hardware and any obsolete systems at the end of the three year contract, assuming that the City wishes to renew the contact. The price quoted by Comcast for the hosted system also includes full service and maintenance. With purchased systems, when the warrantee period ends, the City would need to continue to pay software licensing and maintenance costs.

4. Inter-Connectivity – Hosted solutions are unique in that they allow for easy inter-connectivity between locations with regard to system set-up and transferring calls. A hosted solution would allow the City to easily connect the City Office's phone lines with the Wastewater Treatment Plant, and Department of Public Works. This would allow staff to transfer calls between facilities. Under the current system, staff is not able to transfer calls to separate locations – callers are required to hang-up and re-dial.

5. Direct Dialing - There is a significant amount of staff time that is taken up by answering calls from individuals requesting to speak with a specific member of staff. It is likely that efficiencies can be garnered from having direct dial numbers that would allow a caller to decide whether to leave a voicemail or speak to someone else in the event that a member of staff is not in the office. In some instances, staff receives calls from residents who are unsure of with whom they need to speak, and for those callers the City can continue to have a general service number.

6. Facility Decisions – Though any system that the City chooses can be made flexible to the point that it can be transferred between facilities, leasing the system until a facility decision is made would allow the City to bid out the system as a part of the new facility's building process.

Additionally, the City will have a 3 year contract for service with Comcast. Leasing the equipment would allow the City to go in a different direction at the end of the contract if staff or Council is not happy with the system. If the City chooses to purchase the system, then we may be stuck with a system that we are not happy with for 5 - 10 years.

The System

Comcast's proposal is to provide a hosted telephone system to the City offices, the Department of Public Works, and the Wastewater Treatment Plant along with coaxial cable service (internet and fax lines) for a term of 36 months (3 years). The proposed costs are as follows:

City Office

Installation: \$413.05 – 1 time cost
Hosted System (Phone): \$468.95 per month
Coax (Internet): \$212.70 per month

It should be noted, that the "Coax" internet cost also accounts for an upgrade in the City Office's internet package from 16/3 upload/download speed (the lowest package) to 50/10.

Services Beyond Initial Proposal Request

Department of Public Works

Installation: \$163.70 – 1 time cost
Hosted System (Phone): \$159.65 per month
Coax (Internet): \$151.90 per month

Wastewater Treatment Plant

Installation: \$123.80 – 1 time cost
Hosted System (Phone): \$109.75 per month
Coax (Internet): \$90.33 per month

As previously stated, the City has existing services with Comcast. The costs of existing services are as follows:

City Offices: \$ 320.60 per month
Department of Public Works: \$151.90 per month
Wastewater Treatment Plant: \$90.33 per month

Cost for City Offices

Before Upgrade: \$ 320.60 per month, \$3,847.20 per year, \$11,541.60 over three years
After Upgrade: \$681.65 per month, \$8,179.80 per year, \$24,539.40 over three years

Cost for All Locations

Before Upgrade: \$562.83 per month, \$6,753.96 per year, \$20,261.88 over three years
After Upgrade: \$1,226.72 per month, \$14,721 per year, \$44,163 over three years

Alternative Options and Municipal Comparisons

The proposed system was derived through a Request for Proposals rather than an Invitation to Bid. One option would be to conduct another RFP, and limit the scope to only hosted solutions. This option may garner a more advantageous cost range for the City.

A second alternative option would be purchasing a phone system that utilizes a PRI or SIP Trunk. This option would be \$6,500 at minimum in upfront costs for the City Office only. In order to achieve the goal of having direct dial lines, the City would then need to lease service for 1) a Primary Rate Interface (PRI) exchange box OR 2) Session Initiation Protocol (SIP Trunking) exchange unit. The PRI or SIP would cost at minimum \$350 per month or \$4,200 per year for the City Offices only. Finally, the City would require voice and internet service, which the City would likely continue to receive from Comcast – the current costs are listed above. These three services could come from three different vendors. In addition, the purchase of new phones strictly for the City Offices would not allow for connectivity with the Wastewater Treatment Plant or Public Works, unless the City also contracts for PRI/SIP Trunking at the WWTP and the DPW.

The cost breakdown for the purchase of a new phone system for only the City Office would be:

City Office
Upfront Cost: \$6,500 – 1 time cost
PRI/SIP hosting: \$350 per month
Coax: \$212.17 per month
Total Monthly cost = \$562.17

Staff contacted several communities roughly the size and population of Dexter in order to better compare the types of phone systems that support their services. The challenge with this comparison is that many of the comparable communities provide in-house police and fire protection, which makes their needs substantially different from those of Dexter. However, as an example, the City of Chelsea last upgraded its phone system 7 – 10 years ago, and currently provides no direct dial lines for employees because it is more advantageous to have bulk line availability for emergency calls. Chelsea pays \$450 per month for phone service to City and Police buildings (this does not include internet). Jonesville has a similar system, but the City pays \$917 per month for its city, public works and police buildings.

Scio Township has a system similar to what is being proposed. For full direct dial lines to their Township Hall, Scio pays \$308 per month, not including internet.

Following the Council work session where this item was briefly discussed, staff did look into the cell phone option idea raised by Council Member Semifero. The cost of providing cell phones to office staff would be an additional approximately \$300 per month. One of the issues with providing everyone a cell phone is our desire to be able to have any employee pick up calls to the 734-426-8303 number. Currently, all of staff is responsible for answering the main number when Brenda or Erin is unavailable to do so. To continue this procedure we would still need a hard line phone with multiple lines. One of the benefits of leasing the equipment instead of purchasing it is that we can seek less expensive alternatives as new technology is developed. In addition, no comparable communities that were contacted provide only cell phones for their office staff.

Proposed Motion

Should Council choose to award the contract to Comcast, the following is a sample motion:

Motion to award the telephone system upgrade proposal to Comcast for the City Offices, Department of Public Works, and Wastewater Treatment Facility in an amount not to exceed \$45,000 over the life of the 3-year contract.

The \$45,000 figure provides all handsets, the supporting phone system, and internet services for the City's three buildings for a 36 month period. This does not include the City's SCADA line, the phone line for the Farmer's Market EBT machine, nor cell phones.

Attachment

Attached to this memo is a spreadsheet detailing the type of phone system (whether the equipment is hosted or in-house); and whether the system is purchased or leased; and the three year cost projection of each system for City offices only. The formula used to reach the three-year cost comparison is:

$X = \text{installation (one time cost)} + \text{hardware purchase cost (one time cost)} + (\text{lease cost (monthly recurring)} \times 36)$

Some phone options listed only provided phone handset costs. Such options would require the City to also use the services of a PRI/SIP host vendor. As the cheapest PRI/SIP lease option, the City used Clear Rate's proposal to supplement the handset-only options.

Phone System Proposals (3-Year Cost Comparison, City Offices Only)

Business Name	Purchase/Lease	Provider Type	Solution Type	3-Year Cost Comparison	Notes
Comcast Business	Lease	Full Phone System	Hosted Solution	\$ 17,295.25	
Jive Communications	Lease	Full Phone System	Hosted Solution	\$ 10,372.83	Month to Month Service, Company Located in Utah
Technology Solutions	Lease	Full Phone System	Hosted Solution	\$ 13,320.00	5 Year Contract (stated is prorated for 3 years), no analog
Comcast Business	Lease	PRI	PRI	\$ 14,004.00	Must get phone headsets elsewhere
Clear Rate	Lease	PRI	PRI (Voice & Internet)	\$ 13,538.08	PRI/SIP Provider Only, Must Combine with Phone Vendor
Clear Rate	Lease	PRI	PRI (Internet)	\$ 3,663.00	PRI/SIP Provider Only, Must Combine with Phone Vendor
Clear Rate	Lease	SIP	SIP Trunk (Voice & Internet)	\$ 13,538.08	PRI/SIP Provider Only, Must Combine with Phone Vendor
Clear Rate	Lease	SIP	SIP Trunk (Internet)	\$ 3,663.00	PRI/SIP Provider Only, Must Combine with Phone Vendor
BSB Communications	Purchase	Phone Handset	PRI	\$ 19,750.00	Using Clear Rate for SIP/PRI
BSB Communications	Purchase	Phone Handset	PRI	\$ 34,870.00	Using ACD Net for SIP/PRI
Teoma Systems	Purchase	Phone Handset	SIP Trunk	\$ 21,440.92	Using Clear Rate for SIP/PRI
Teoma Systems	Purchase	Phone Handset	PRI	\$ 21,677.14	Using Clear Rate for SIP/PRI
CTS Communications	Purchase	Phone Handset	SIP Trunk (Digital/IP)	\$ 21,486.76	Using Clear Rate for SIP/PRI
CTS Communications	Purchase	Phone Handset	SIP Trunk (IP Only)	\$ 21,944.96	Using Clear Rate for SIP/PRI
Amerinet	Purchase	Phone Handset	PRI	\$ 22,476.59	Using Clear Rate for SIP/PRI
KML Computer Services	Purchase	Phone Handset	PRI	\$ 27,469.00	Using Clear Rate for SIP/PRI
Inacomp TSG	Purchase	Phone Handset	PRI	\$ 27,820.44	Using Clear Rate for SIP/PRI
Quality Computer Solutions	Purchase	Phone Handset	PRI	\$ 26,648.00	Using Clear Rate for SIP/PRI

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CITY OF DEXTER

cnicholls@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: Mayor Keough and Council Members
From: Courtney Nicholls, City Manager
Date: July 21, 2015
Re: Resolution to Partner with the Washtenaw County Road Commission for the “Baker Road Intersections Traffic Study”

Over the past several months representatives from the Washtenaw County Road Commission, Washtenaw Area Transportation Study, Dexter Community Schools, Scio Township and the City of Dexter have met to discuss conducting a traffic study for the Baker/Shield/Dan Hoey area. The intersections of Baker at Dan Hoey and Shield have been identified for some time as in need of improvement. The Road Commission issued a Request for Proposals (RFP) for a consultant to lead the traffic study. On Thursday, June 25, 2015 the team met and evaluated each of the six proposals. The consultant that was selected was Orchard, Hiltz & McCliment (OHM).

Fee proposals were not submitted as part of the RFP. Once OHM was identified as the preferred consultant, Road Commission staff worked with them to come up with a fee schedule. During this process the original scope was revised. Selected pages from the original proposal and the updates are provided for Council’s review.

The current scope of work is expected to cost \$33,107, which will be split 50/50 between the City and the Road Commission. The Road Commission has agreed to bill us at the end of the project for our share. To cover the cost of the work, a budget amendment will be proposed that shows the \$16,550 expense increase, which will be offset by the \$30,000 increase in Act 51 road funding we will be receiving.

Council is requested to approve the attached resolution to enter into the agreement with the Road Commission.

**TRAFFIC ENGINEERING STUDY AGREEMENT
BETWEEN THE CITY OF DEXTER
AND THE WASHTENAW COUNTY ROAD COMMISSION**

BAKER ROAD INTERSECTIONS TRAFFIC STUDY

THIS AGREEMENT made and entered into this _____ day of _____ 2015, by and between the City of Dexter ("the City") and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, the City and WCRC desire to hire a consultant firm through the qualification based selection process to create conceptual designs for the intersection of Baker Road and Shield Road and the intersection of Baker Road and Dan Hoey Road, that will address safety, capacity, and accessibility considerations ("the Study"), and

WHEREAS, the Study requirements, process, and deliverables are defined in the Request for Proposal developed by WCRC and reviewed by the City and stakeholder agencies including Dexter Community Schools, Scio Township Board of Trustees and Washtenaw Area Transportation Study, and

WHEREAS, the proposals were jointly reviewed and the consultant selected by the aforementioned stakeholders is OHM, and

WHEREAS, OHM's total hourly not to exceed fee is \$33,100, and the City and WCRC will each pay for 50% of the total cost for the Study, and

IT IS NOW THEREFORE AGREED, the WCRC will issue a Purchase Order to OHM for the Study, manage the delivery of the Study, issue payments to OHM, and issue invoices to the City, and

IT IS ALSO AGREED that the City shall pay WCRC for said invoices representing 50% of all actual costs incurred associated with the Study.

AGREEMENT SUMMARY

ESTIMATED AMOUNT TO BE PAID BY THE CITY OF DEXTER UNDER THIS AGREEMENT \$16,550

FOR THE CITY OF DEXTER

Shawn Keough, Major

Witness

Courtney Nicholls, City Manager

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

June 15, 2015

Luke Liu, PE
Senior Project Manager, Traffic & Safety
Washtenaw County Road Commission
555 N. Zeeb Road
Ann Arbor, MI 48103



**Re: Proposal for Traffic Engineering Services
Baker Road Intersection Improvement Study**

Dear Mr. Liu:

Thank you for contacting OHM Advisors to propose on this challenging project. With the impending improvement to Shield Rd. and the proximity of the Dexter Community Schools campus, safety is clearly a prime driver for improving the intersections of Baker Rd. at Shield Rd. and at Dan Hoey Rd. We concur that the evaluation should include the possibility of utilizing a modern roundabout to improve these intersections, and there may be other sound choices. This is exactly the type of project OHM Advisors is excited to be involved with. Our talented team will be focused on developing concepts that will provide for safe travel and facilitate the projected traffic growth in future years. Depending on the final concept, there are likely also challenges with right-of-way and utility relocations.

OHM Advisors brings the following to this project:

- Previous involvement in the infrastructure planning and development in this area of the County.
- A Project Manager who understands the interrelationship of all project elements. Stephen Dearing has the experience to recognize capacity, safety, right-of-way and utility issues upfront and consider those when reviewing the overall geometric improvements.
- OHM Advisors will bring many of the same team that studied the Zeeb Rd. Corridor, evaluated the Textile Rd. intersections for roundabouts, and designed the Geddes/Ridge Roundabout project. This continuity of the team and familiarity with WCRC will provide efficiency during the study phase.
- Innovative thinkers. The OHM Advisors team will look at what is possible and search for alternatives. We have included some such alternatives with this proposal.

OHM Advisors has the required experience you seek, but more importantly, experience with the WCRC. We also have worked and will continue to work closely with stakeholders such as City of Dexter, Scio Twp, Dexter Schools and area residents. We understand that communication used must be tailored for each project and will work with WCRC staff to utilize the best way to communicate with those affected.

OHM Advisors brings experienced personnel to deal with conceptual geometry, traffic analysis, impact evaluations of utilities, environmental and right-if-way, as well as public involvement. Stephen Dearing is a leader with OHM Advisors' roundabout efforts and will be managing this project.

Attached for your review is our proposal. Our team is excited to be part of this challenging project. If you have any questions regarding our qualifications or work plan, please call Stephen Dearing at 734-466-4413 or me at 734-466-4408. I will be the lead negotiator for OHM Advisors.

Sincerely,
OHM Advisors

Daniel G. Fredendall, PE
Executive Vice President
fredendall@ohm-advisors.com

Textile Road Traffic Study, Ypsilanti Twp, MI

OHM conducted a study to analyze Textile Road from Stony Creek Road to Hitchingham Road and the Stony Creek Road at Hitchingham Road intersection. Alternatives considered and evaluated included: signalized alternative and roundabout alternative. The signalized alternative was analyzed using Synchro/SimTraffic. The roundabout alternative was analyzed using RODEL to determine geometric characteristics and roundabout capacity.

Construction Cost: \$14,500 | Date Completed: 2013



Iron Mountain Intersections Studies, MDOT

The project evaluated three intersections for safety and operational improvements: US-141 at Breitung, US-141 at US-2, and US-2 at M-95. Multiple intersection alternatives were evaluated for each location, including traditional applications, realignments and roundabouts. Access management concerns, construction implications and capacity models were evaluated in order to identify the preferred alternative. Roundabouts were recommended at two of the locations, and the preferred option for the third location was a widening to five-lanes and traffic signal modifications.

Construction Cost: \$24,965 | Date Completed: 07/2008



Central City Parkway Redevelopment, City of Westland, MI

The project consisted of the remediation and redevelopment of the entire existing 25 acre City Park. The new park includes two full size soccer fields and three smaller fields, a new concessions stand with showers and bathrooms, a new farmer's market plaza with permanent canopies, two new picnic pavilions, parking, walking trails, and bioswales. The campus retains the existing splash park; play gym, Skate Park, outdoor pool and community center.

Construction Cost: \$2.7 million | Date Completed: 11/2011

Zeeb Road Corridor Study, Washtenaw County Road Commission, MI

The study evaluated the Zeeb Road from Jackson Boulevard to Miller Road. This encompassed traffic analysis of existing and forecast conditions. The analysis included the evaluation of alternative roadway network configurations. The project included a roundabout analysis using RODEL software to determine geometric characteristics and roundabout capacity at several intersections in the corridor. **Study Cost: \$80,000 | Date Completed: 2012**

Intersection Study of Plymouth at Cherry Hill Roads, Washtenaw County Road Commission, MI

OHM assessed the intersection of Plymouth Rd. at Cherry Hill Rd. in the Hamlet of Dixboro. The analysis focused on the suitability of the location for the construction of a roundabout. The analysis used RODEL software to determine geometric characteristics and roundabout capacity.

Construction Cost: \$13,600 | Date Completed: 01/2011

Intersection Study of Library at Pioneer Drives, Oakland University, MI

Our team identified alternative improvement options to address the safety and mobility issues of the location, including two-way and four-way STOP controls, traffic signals and a single-lane roundabout. The roundabout option was accepted by the University; developed the geometric alignment for the roundabout design.

Study Cost: \$5,750 | Date Completed: 2011

Central Street (2nd to 3rd) and Ann Arbor Street (Baker to Kensington), City of Dexter, Washtenaw County Road Commission, MI

The construction of the two projects was completed under a single contract. The work included the resurfacing of Ann Arbor Street from Baker Road to Kensington which included of a 0.50 mi of hot mix asphalt overlay with new concrete curb, gutter and sidewalks as well as water main replacement. The project also included the reconstruction of Central Street from Third to Second Street. This included drainage improvements and hot mix asphalt reconstruction with bike lanes. Both projects included decorative pavement, street sign upgrades and street lighting.

Construction Cost: \$430,000 | Date Completed: 2014

Geddes Road and Ridge Road Roundabout, Washtenaw County Road Commission, MI

Our team was responsible for all aspects of road/roundabout design and plan development. The project included the reconstruction of the intersection from a 4-way stop to a modern, single-lane roundabout adjacent to a charter school. The project required an analysis of the Rodel Roundabout Capacity design software and application of design principles in the FHWA Roundabout Guide. The project included right-of-way constraints and property acquisitions; significant utility coordination; pedestrian, and bicycle safety improvements; streetscape enhancements; street lighting improvements; storm sewer design and a three-sided box culvert; permanent signing and pavement markings.

Construction Cost: \$950,000 | Date Completed: 09/2013

Nixon-Huron Intersection, City of Ann Arbor, MI

OHM was responsible for the concept design for pedestrian and vehicular interaction for the completed project as well as during 7 phases of construction staging. The project included a comprehensive and inclusive public outreach process for the roundabout component of the project. Focus groups and public meetings were both used, as this was the City's first roundabout. Communication efforts were also used at a public meeting conducted with Chinese and Russian translators to meet stakeholder needs.

Construction Cost: \$1.4 million | Date Completed: 07/2009



PROPOSAL TEAM	EXPECTED ROLE
Daniel G. Fredendal, PE	Principle in Charge
Stephen Dearing, PE, PTOE*	Project Manager
Steven M. Loveland, PE, PTOE*	QA/QC Engineer
Taryn Juidici, PE, LEED AP*	Lead Traffic Engineer
Heather M. Seyfarth, AICP*	Involvement / Land Use / Environmental
John R. Katers, PE*	Lead Geometry
Brian Ardanowski, PE*	Cost Estimator

* Key personnel on project



Statement of Work

The Washtenaw County Road Commission (WCRC) is planning to improve safety and relieve congestion at two closely spaced intersections along Baker Rd. at:

- Dan Hoey Rd., which is currently under traffic signal control, and at
- Shield Rd., which is currently a one-way STOP control for Shields Rd.

There are improvements pending for Shields Rd., including the rehabilitation of the bridge carrying the road over Mill Creek. When finished, Shields will likely see an increase in traffic as it is an important link between Baker and Parker Roads. In addition, it provides access to Dexter High School. Dan Hoey Rd. is also an important link, in its case, between Baker and Dexter Ann Arbor Roads. And it provides access to the three elementary and one middle school of the Dexter Community School campus. The remaining school, Creekside Intermediate, has its access on Baker Rd. just north of the intersection with Dan Hoey Rd.

The study is to generate alternative improvements for these intersections, and provide a contextual evaluation of the pro/con for each. Anticipated evaluation factors may include:

- Traffic capacity and operations,
- Traffic safety
- Non-motorized access
- Anticipated construction costs
- Anticipated maintenance costs
- Right-of-way impacts
- Land use impacts
- Environmental impacts

The RFP anticipates a robust public involvement process, including public discussion and input on the conceptual alternatives prior to having them narrowed down to the three leading contenders that would be subject to a more detailed analysis. OHM has techniques that can be used to capture this public input and quantify the ranking and weight they would put on the various evaluation factors.

Management Plan

The RFP clearly identifies specific tasks, sub-tasks and criteria for this project. Rather than reiterating the task parameters, we focused on discussing the various elements of managing the project and delivering a product that is high in quality, on time and within budget. The project plan has been organized into the major tasks as identified in Section 2 of the Request for Proposal (RFP).

Task 1: Initial Assessment and Data Collection

The kick-off meeting will mark the formal beginning of the project. OHM will host this meeting to introduce all OHM key personnel, their project roles, responsibilities and relationships. It will be used to establish the relationship between the consultants, client and stakeholders. A draft agenda and schedule will be made available a few days prior to the start of the meeting, and the discussion will include whether any changes to schedule may be needed. We believe it should be possible to use the kick-off meeting as the venue to also query the stakeholders on anecdotal information on traffic operational and safety problems and concerns. If any stakeholders are not present for this meeting, we will arrange to meet with them at a subsequent time to get their input.

We note that traffic data will be collected by WATS/ WCRC and supplied for our analysis. Once delivered, our lead traffic engineer will quickly review the information to ensure that it is complete and has no evident problems. She will also be responsible for reconnoitering the study area to collect the field data needed for modeling the intersections for existing and future traffic operations.

We have looked at the crash data for the three year period of 2012 through 2014. With 13 crashes at the Dan Hoey intersection and five at Shield, these are not particularly high crash locations. However, we will provide a detailed assessment of the crashes and identify mitigations as appropriate.

The first task will culminate with the operational assessment of the intersections under current volumes and geometry. We will be utilizing a Synchro / SimTraffic model for the study area to perform our analyses, so simulations will be available if desired for viewing by WCRC or the stakeholders.

We acknowledge the Task 1 Deliverables that are required by the RFP. We propose to prepare a technical memorandum at

this point to summarize this information. The format used will allow it to be 'recycled' as chapters / sections in the draft and final Study Report.

Task 2: Improvement Concepts and Preliminary Selection

The operational analysis will focus on three time periods, current year (2015), and the horizon years of 2025 and 2035. We understand that the future traffic growth rates will be obtained from WATS and must be approved prior to use by the shareholders. If necessary, we can arrange a meeting to facilitate and discuss this issue and arrive at the consensus growth rate.

Otherwise, the OHM project team will next hold a brainstorming session to identify potential alternative improvements. Some of the more obvious ones include:

- No build – required by the RFP and logical baseline to measure others against.
- No changes to intersection controls, just geometric changes (added lanes) to improve operations
- Maintain Dan Hoey as signal, add signal to Shield [note any geometric changes needed for new signal]
- Maintain Dan Hoey as signal, modify Shield to a one-lane compact urban roundabout
- Maintain Shield as STOP control, modify Dan Hoey to a one-lane compact urban roundabout
- Add signal to Shield [plus needed lanes], modify Dan Hoey to a one-lane compact urban roundabout
- Modify both Dan Hoey and Shield to one-lane compact urban roundabouts
- Relocate Shield Rd. to align with Dan Hoey Rd., operate under signal control
- Relocate Shield Rd. to align with Dan Hoey Rd., install a one-lane compact urban roundabout

There very well may be other options to be considered. We have a very talented project team that can ensure that options can be identified, summarized for pro/con attributes and discarded if necessary. Each alternative will be initially assessed for compliance with the appropriate AASHTO geometric characteristics, so we do not waste time on impractical options. For those that are considered practical, we will develop a schematic illustration and an order-if-magnitude cost estimate of the alternative. Concept selection will involve input from a public involvement process. As stipulated in the RFP, we will hold a public meeting to discuss the various alternatives and get public reaction and

comments on them. OHM has techniques that can be used to capture this public input and quantify the ranking and weight they would put on the various evaluation factors. This will allow us to 'score' each alternative for its ability to satisfy the evaluation factors, rolling the scores up into an index that can be used to short list the ones considered the leading contenders for more detailed analysis.

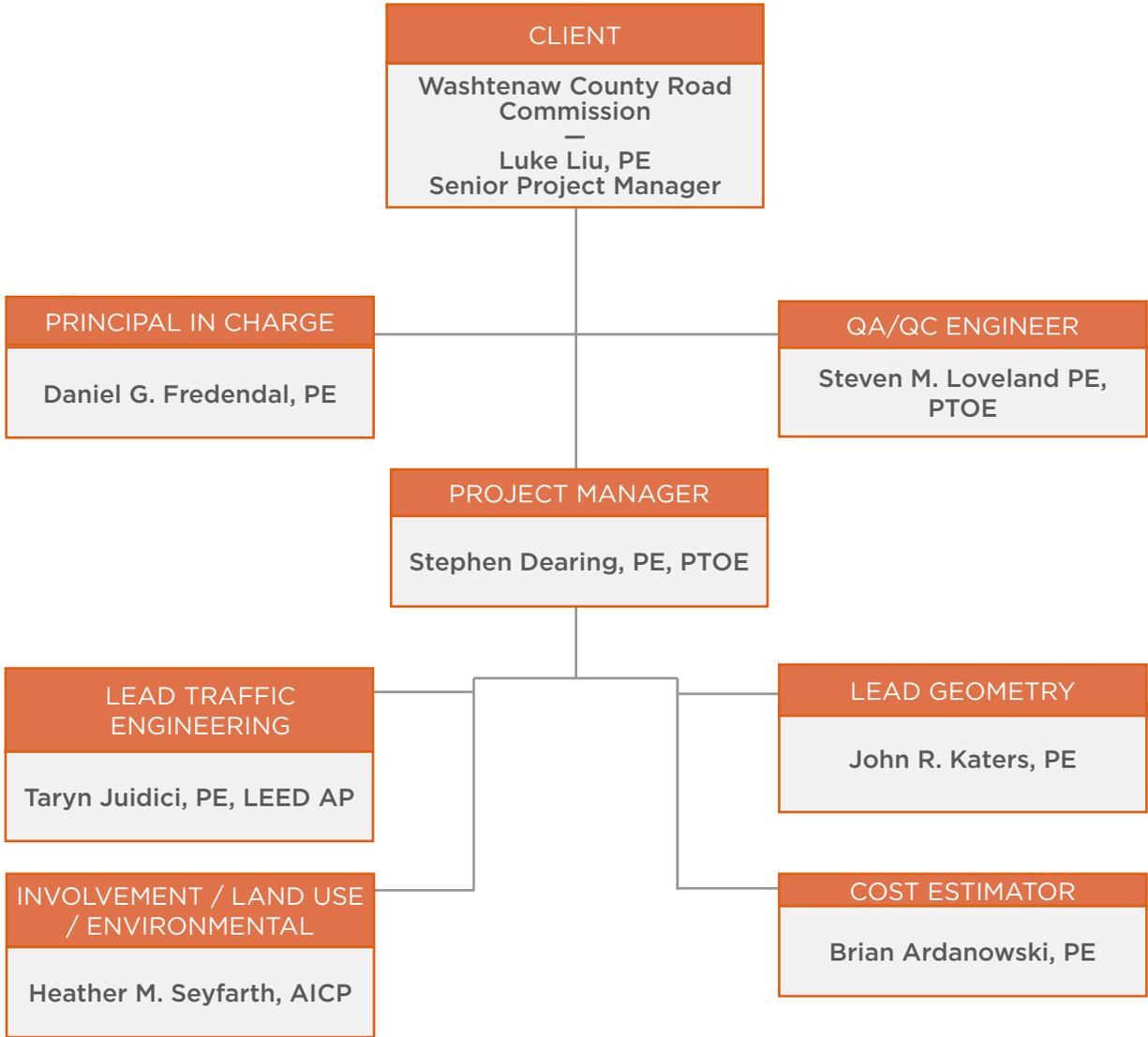
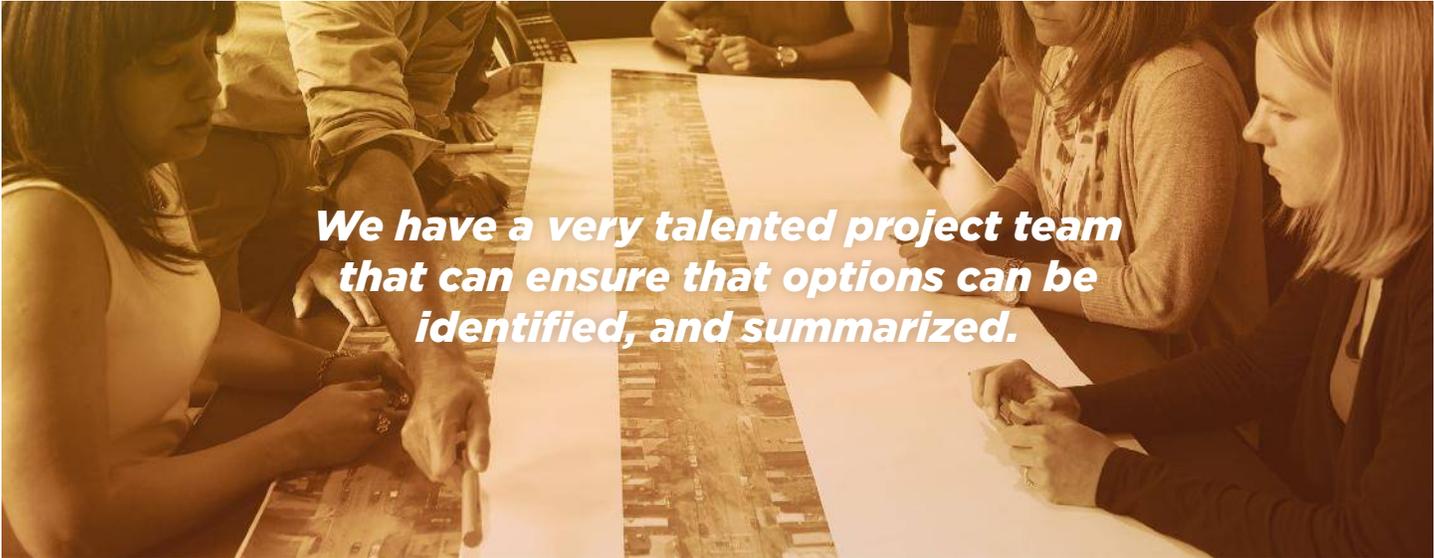
As with the previous Task, we propose to prepare a technical memorandum at this point to summarize the concepts and factors leading to the selection of improvement alternatives. This document will encompass the deliverables required in the RFP for Task 2. Again, the format used will allow it to be 'recycled' as chapters / sections in the draft and final Study Report.

With the three improvement alternatives selected by the stakeholders, we will then prepare detailed evaluations for each, including the operational analyses for the 2015, 2025 and 2035 volume data sets. Options involving STOP control or signals will be evaluated using Synchro / SimTraffic. While nominally this software package is said to also evaluate roundabouts, using the methodology of the 2010 Highway Capacity Manual, we have found that there are inaccuracies associated with using it for roundabouts. So we propose to use RODEL™ for the capacity calculations for any roundabouts proposed as an improvement alternative.

As the three improvement alternatives are more fully developed, their various evaluation factors will be refined. We will also update the cost estimate for each. If desired, we can continue to use our scoring technique to provide a ranking of effectiveness to the stakeholders for their consideration in selecting the preferred alternative.

As with the previous tasks, the summary we will prepare will summarize the comparative analyses and cost information. This document will be provided to the shareholders prior to the meeting to discuss and select the preferred alternative, and then be included as chapters / sections in the draft and final Study Report.

Task 3: Improvement Alternatives



Revised Work Plan

The RFP clearly identifies specific tasks, sub-tasks and criteria for this project. In response, the OHM proposal did not reiterate the task parameters, but rather focused on discussing the various elements of managing the project and delivering a product that is high in quality, on time and within budget. After selection, WCRC has requested that the scope (and fee) be trimmed to better reflect the resources available to undertake this study. The follow is our discussion of how we propose to modify the scope to meet the needs of WCRC.

Task 1: Initial Assessment and Data Collection

A kick-off meeting will still be held to mark the formal beginning of the project. OHM will facilitate this meeting to introduce all OHM key personnel, their project roles, responsibilities and relationships. It will be used to establish the relationship between the consultants and the client and stakeholders. A draft agenda and schedule will be made available a few days prior to the start of the meeting, and the discussion will include whether any changes to schedule may be needed.

We still intend to use the kick-off meeting as the venue to also query the stakeholders on anecdotal information on traffic operational and safety problems and concerns. However, if any stakeholders are not present for this meeting, we will no longer plan to meet with them at a subsequent time to get their input.

Our lead traffic engineer will still review the data collected by others to ensure that it is complete and has no evident problems. She will also reconnoiter the study area to collect the field data needed for modeling the intersections for existing and future traffic operations.

We will continue to provide a detailed assessment of the crashes data and identify mitigations as appropriate.

The first task will culminate with the operational assessment of the intersections under current volumes and geometry. We will be utilizing a Synchro / SimTraffic model for the study area to perform our analyses, so simulations will be available if desired for viewing by WCRC or the stakeholders.

We acknowledge the Task 1 Deliverables that are required by the RFP. We propose to prepare a technical memorandum at this point to summarize this information. The format used will allow it to be 'recycled' as chapters / sections in the draft and final Study Report.

Task 2: Improvement Concepts and Preliminary Selection

As requested in the RFP, the operational analysis will focus on three time periods, current year (2015), and the horizon years of 2025 and 2035. We understand that the future traffic growth rates will be obtained from WATS and must be approved prior to use by the shareholders. Rather than arranging a meeting to facilitate and discuss this issue, we now plan to just communicate this information and be available for phone conversations if needed for the stakeholders to arrive at a consensus growth rate.

Initially, the OHM project team was going to hold a brainstorming session to identify potential alternative improvements. However, we had already identified nine in our proposal. We will no longer seek to increase the number of options and restrict our evaluations to the following:

1. No build – required by the RFP and logical baseline to measure other alternatives against.
2. No changes to intersection controls, just geometric changes (added lanes) to improve operations

3. Maintain Dan Hoey as signal, add signal to Shield/Dongara [note any geometric changes needed for new signal]
4. Maintain Dan Hoey as signal, modify Shield/Dongara to a one-lane compact urban roundabout (Inscribed Circle < 100' diameter) or mini-roundabout (IC < 80' dia.)
5. Maintain Shield/Dongara as STOP control, modify Dan Hoey to a one-lane compact urban or mini-roundabout
6. Add signal to Shield/Dongara [plus needed lanes], modify Dan Hoey to a one-lane compact urban or mini-roundabout
7. Modify both Dan Hoey and Shield to one-lane compact urban or mini-roundabouts
8. Relocate Shield Rd to align with Dan Hoey Rd, operate under signal control
9. Relocate Shield Rd to align with Dan Hoey Rd, install a one-lane compact urban or mini-roundabout

Each alternative will still be initially assessed for compliance with the appropriate AASHTO geometric characteristics, so we do not waste time on impractical options. Further, we will use order-of-magnitude cost estimates as another screen for determining if an alternative is to be considered practical. We will develop a schematic illustration only for the surviving alternatives. We note that limiting the options considered and seeking to eliminate impractical alternatives earlier in the process allows us to achieve the single largest savings in staff hours over our initial proposal for this portion of Task 2.

There will be input from a public involvement process. As stipulated in the RFP, we will hold one public meeting to discuss the various alternatives and get public reaction and comments on them. OHM will use our techniques to capture this public input and quantify the ranking and weight they would put on the various evaluation factors. This will allow us to 'score' each alternative for its ability to satisfy the evaluation factors, rolling the scores up into an index that can be used to short list the ones considered the leading contenders for more detailed analysis. We intend to shortlist to three alternatives beyond the Do Nothing Option.

The technical memorandum at this point will summarize the concepts and factors leading to the selection of improvement alternatives. This document will encompass the deliverables required in the RFP for Task 2.

Task 3: Improvement Alternatives

We will prepare detailed evaluations for each alternative, including the operational analyses for the 2015, 2025 and 2035 volume data sets. Options involving STOP control or signals will be evaluated using Synchro / SimTraffic. We propose to use RODEL™ for the capacity calculations for any roundabouts proposed as an improvement alternative.

As the three improvement alternatives are more fully developed, their various evaluation factors will be refined. We will also update the cost estimate for each. If desired, we can continue to use our scoring technique to provide a ranking of effectiveness to the stakeholders for their consideration in selecting the preferred alternative.

As with the previous tasks, the report we will prepare will summarize the comparative analyses and cost information. This document will be provided to the shareholders prior to the meeting to discuss and select the preferred alternative, and then be included as chapters / sections in the draft and final Study Report.

ALLOCATION OF STAFF RESOURCES

OHM Job Number		PROJECT DESCRIPTION:								
CONSULTANT NAME:		Washtenaw County Road Commission								
OHM Advisors		Baker Rd Intersections Study								
TASKS	Staff Classification:	Associate	Planner III	Prof. Eng. IV	Prof. Eng. IV	Prof. Eng. II	Prof. Eng. I	Grad Eng. I	Total Hours For This Task	Total Cost for This Task
	Billing Rate:	\$ 160	\$ 135	\$ 155	\$ 155	\$ 125	\$ 112	\$ 100		
		Dearing PM	Seyfarth Lead Planner	Loveland QA/QC	Katers Lead Geometry	Juidici Lead Traffic	Ardanowski Cost Estimator			
1	Initial Assessment and Data Collection									
1.1	Kick-off Meeting - Incl. Prep., Minutes, & Extra Stakeholder Mtgs	6	6			6			18	\$ 2,520
1.2	Data Collection					2		2	4	\$ 450
1.3	Safety Assessment	1				2		3	6	\$ 710
1.4	Base Year Operational Analysis	1				4		4	9	\$ 1,060
	Technical Memo: Summary of Task 1 & Deliverables	1		1		6			8	\$ 1,065
2	Improvement Concepts and Preliminary Selection									
2.1	Future Traffic Projections & No Build Operational Analysis	1		1		6			8	\$ 1,065
2.2	Improvement Concepts	4	6		6	8	28	12	64	\$ 7,716
2.3	Public Mtg and Concept Selection Mtg - Incl. Prep & Minutes	6	12		6	12		8	44	\$ 5,810
	Technical Memo: Summary of Task 2 & Deliverables	1	2	1		6			10	\$ 1,335
3	Improvement Alternatives									
3.1	Existing & Future Traffic Projections 3 Alternatives Operational Analyses	1		2		22	6	12	43	\$ 5,092
3.2	Improvement Alternatives Comparative Analyses	2	2		2	2	2	4	14	\$ 1,774
3.3	Improvement Alternatives Meeting - Incl. Prep & Minutes	4	4		4	4			16	\$ 2,300
3.4	Study Report - Draft & Final	2	2	2	2	8			16	\$ 2,210
Total Hours by Staff Resource - Plan		30	34	7	20	88	36	45		
TOTAL HOURS FOR ALL TASKS									260	
TOTAL COST FOR ALL TASKS										\$ 33,107



TREASURER/FINANCE DIRECTOR'S OFFICE

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

Memorandum

To: Mayor Keough and City Council
 Courtney Nicholls, City Manager

From: Marie Sherry, Treasurer/Finance Director

Re: Auditor Contract for Fiscal Year 2014-2015 through 2016-2017

Date: July 8, 2015

Our three-year agreement with our auditing firm, PSLZ LLP (formerly Post, Smythe, Lutz and Ziel LLP) ended with the Fiscal Year 2013-2014 audit. I would like to continue to work with Rana Emmons, especially since she is aware that I would like to implement the Government Finance Officers Association's format for a comprehensive annual financial report (CAFR) with the Fiscal Year 2014-2015 audit. (The CAFR project is one of my objectives listed in the City's Fiscal Year 2015-2016 Goals and Objectives.) In addition, the City must implement GASB 68 – Accounting and Financial Reporting for Pensions with our Fiscal Year 2014-2015 financial statement, and I feel that Ms. Emmons' familiarity with our city will make this implementation go smoothly.

Attached to this memo is a new three-year proposal from PSLZ. It proposes a \$500 increase for the City audit, and no increase for the Downtown Development Authority, which I believe is reasonable in light of the CAFR and GASB 68 implementation. I would like to request that Council approve this proposal as presented. For your information and review, their fees over the course of our association with the firm are as listed in the table below. Thank you.

Initial Three-Year Agreement		One-Year Extension		One-Year Extension		Three-Year Agreement		Proposed New Three-Year Agreement	
FY 2004-2005	\$ 10,375	FY 2009-2010	\$ 11,500	FY 2010-2011	\$ 11,500	FY 2011-2012	\$ 11,500	FY 2014-2015	\$ 12,500
FY 2005-2006	\$ 10,500					FY 2012-2013	\$ 12,000	FY 2015-2016	\$ 12,500
FY 2006-2007	\$ 11,000					FY 2013-2014	\$ 12,000	FY 2016-2017	\$ 12,500
Optional Two-Year Extension									
FY 2007-2008	\$ 11,000								
FY 2008-2009	\$ 11,500								

PSLZ LLP
Certified Public Accountants

PLYMOUTH

1034 WEST ANN ARBOR TRAIL
P.O. BOX 5520
PLYMOUTH, MI 48170-1502
Telephone (734) 453-8770

Dennis M. Siegner, C.P.A., C.V.A.
David R. Williamson, C.P.A.
Jane F. Wang, C.P.A.
Rana M. Emmons, C.P.A.
Jennifer A. Galofaro, C.P.A., C.V.A.
Susan H. Bertram, C.P.A.

BLOOMFIELD HILLS

3707 WEST MAPLE ROAD
SUITE 101
BLOOMFIELD HILLS, MI 48301-3212
Telephone (248) 644-9125

Deborah M. Cox, C.P.A.
Robert J. Sheu, C.P.A.

July 6, 2015

Ms. Marie Sherry, Treasurer/Finance Director
City of Dexter
8140 Main Street
Dexter, MI 48130

Dear Ms. Sherry:

We have sincerely enjoyed working with you, the administration and staff, and the City Council throughout the years. This is an exciting time with the Village becoming a City, and we would love the opportunity to continue as the City's auditors. I would like to propose a three year agreement to be able to keep the fees consistent and level to benefit the City. The proposed fees are for our services for the City of Dexter's fiscal years ending June 30, 2015 through 2017, and includes filing of the audit and the Form F-65.

<u>Fiscal Year</u>	<u>City Fee</u>	<u>DDA fee</u>
2015	\$12,500	\$1,500
2016	\$12,500	\$1,500
2017	\$12,500	\$1,500

Our fees are all inclusive and we do not charge for travel time, mileage, or out of pocket fees. If any additional services are requested, they would be billed at our hourly rates. In addition, we do not charge for telephone calls that are necessary for management and staff to keep us informed of ongoing issues, and for them to obtain our professional expertise in these areas. All other financial consulting services would be billed at our hourly rates and our billings for the additional services would be rendered on a monthly basis. If the City were required to have a Single Audit performed, (a federal compliance audit if the City expends \$750,000 or more of federal dollars in a fiscal year) we would negotiate the fee with you if that should occur.

Please let me know if I can provide you with any additional information. I look forward to your response.

Sincerely,



Rana M. Emmons, CPA
Partner

Village of Dexter - Fee Analysis

Fiscal Year	Village	DDA
6/30/2014	12,000	1,500
6/30/2013	12,000	1,500
6/30/2012	11,500	1,500
6/30/2011	11,500	1,500
6/30/2010	11,500	1,500
6/30/2009	11,500	1,500
6/30/2008	11,000	1,500

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CITY OF DEXTER

cnicholls@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: Mayor Keough and Council Members
From: Courtney Nicholls, City Manager
Date: July 20, 2015
Re: Contracts with Western-Washtenaw Area Value Express

Provided for your approval are the City's annual contracts with Western-Washtenaw Area Value Express for both door to door (\$18,500) and inter-urban express connector (\$16,500) bus service. The contract runs from July 1 to June 30. The contract amounts were increased this year from \$17,000 and \$15,000 respectively. This increase was discussed during our budget work sessions and included in the 2015-2016 budget.

AGREEMENT

WESTERN-WASHTENAW AREA VALUE EXPRESS, P.O. Box 272, Chelsea, MI 48118 (hereinafter "WAVE") and the CITY OF DEXTER (hereinafter "DEXTER"), in consideration of the mutual promises contained herein, do hereby agree as follows this _____ day of _____ 2015.

1. **Background:** WAVE, a Michigan Non-Profit Corporation, formed under state statute, receives 5311 funding through operating funds from the Michigan Department of Transportation (MDOT) pursuant to Public Act 51 of 1951 for the purpose of providing transportation according to its Articles and Bylaws within portions of the ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter "AATA") service area, within Washtenaw County. DEXTER desires to contract with WAVE for WAVE to provide a portion of said public transportation within the AATA service area, and specifically to provide an inter-urban express connector service to an AATA transfer point that is located on Jackson Road, near Wagner Road with the City of Ann Arbor, and WAVE desires to provide public transportation on those terms.
2. **Term:** The Term of this Agreement shall be from July 1, 2015 to June 30, 2016.
3. **Public transportation service to be provided:** This agreement does not impose any duty or obligation upon WAVE to provide any specific public transportation service beyond what is stated expressly herein. WAVE hereby agrees to extend its current service to DEXTER to provide pick-up locations within DEXTER, and provide inter-urban express service (Community Connector service) from DEXTER to the AATA transfer point referenced above. It is

mutually understood that WAVE is solely responsible for determining all aspects of the service to be provided including the hours of service, routes, and vehicle scheduling, and for determining all aspects of the quality and safety of operation without oversight by DEXTER or consultation with DEXTER. Aspects of quality and safety of operation may include (as an example), eliminating part or all of a shift due to weather or other safety related issues.

4. **Ridership reporting:** WAVE agrees to maintain ridership data by pick up location and to provide the same on a quarterly basis to DEXTER.
5. **Payment:** DEXTER agrees to pay WAVE the sum of SIXTEEN THOUSAND and FIVE HUNDRED DOLLARS (\$16,500) for the services described in this in equal installments due on the first day of each quarter of the Agreement. The quarterly installment amount shall be FOUR THOUSAND ONE HUNDRED AND TWENTY FIVE DOLLARS (\$4,125). The first installment shall be due on July 1, 2015. DEXTER will be notified of any state or federal funding formulas changes as they occur. DEXTER understands that payments noted above do not fully cover operational expenses of a five-day-per-week door-to-door service. If state, federal or local funding needed to subsidize door-to-door service is not achieved, service days may be reduced accordingly during the agreement period
6. **Indemnification:** WAVE agrees to indemnify and hold DEXTER harmless from all claims of any sorts, including but not limited to claims for personal injury or property damages which arise from any action or failure to act by WAVE in relation to its obligations under this Agreement. DEXTER agrees to indemnify

and hold WAVE harmless for any and all claims of any sort arising out of a breach of this agreement by DEXTER.

7. **Insurance:** WAVE will provide such insurance as may be required by MDOT relating to the obligations of WAVE under this Agreement, and will name DEXTER as an additional insured under any policy of insurance which may be required.
8. **Termination:** Either party may terminate this Agreement for cause at any time in the event that the other party fails to perform its obligations hereunder. Unless non-performance results in immediate threat to public health or safety, DEXTER will provide WAVE with written notice of non-compliance and a 30-day period to cure such non-compliance before termination of services. Further, either party may terminate this Agreement for its convenience or state, federal or local funding deficits upon 60 days written notice, provided that the parties shall continue their obligations to each other under the terms of this agreement until it is terminated.
9. **Assignment:** WAVE may not assign its obligations under this Agreement without the prior written consent of DEXTER.
10. **Governing law:** This agreement shall be governed by the law of Michigan.
11. **Severability:** In the event any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall remain in full force and effect.

CITY OF DEXTER Sign _____

Print _____

Date _____

WESTERN-WASHTENAW AREA VALUE EXPRESS

Sign _____

Print _____

Date _____

AGREEMENT

WESTERN-WASHTENAW AREA VALUE EXPRESS, P.O. Box 272, Chelsea, MMI 48118

(hereinafter "WAVE") and the CITY OF DEXTER (hereinafter "DEXTER"), in consideration of the mutual promises contained herein, do hereby agree as follows this _____ day of ____ 2015.

1. **Background:** WAVE, a Michigan Non-Profit Corporation, formed under state statute, receives 5311 funding through operating funds from the Michigan Department of Transportation (MDOT) pursuant to Public Act 51 of 1951 for the purpose of providing transportation according to its Articles and Bylaws within portions of the ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter "AATA") service area, within Washtenaw County. DEXTER desires to contract with WAVE for WAVE to provide a portion of said public transportation within the AATA service area, and specifically to provide door-to-door services for the City of Dexter and Dexter School District area.
2. **Term:** The term of this Agreement shall be from July 1, 2015 through June 30, 2016.
3. **Public transportation service to be provided:** This agreement does not impose any duty or obligation upon WAVE to provide any specific public transportation service beyond what is stated expressly herein. WAVE hereby agrees to extend door-to-door service to DEXTER, five days per week, eight hours per day, Monday through Friday. It is mutually understood that WAVE is solely responsible for determining all aspects of the service to be provided including the hours of service, routes, and vehicle scheduling, and for determining all aspects of the quality and safety of operation without oversight by DEXTER or consultation with DEXTER. Aspects of

quality and safety of operation may include (as an example), eliminating part or all of a shift due to weather or other safety related issues.

4. **Ridership reporting:** WAVE agrees to maintain ridership data by demographics and to provide the same on a yearly basis to DEXTER.
5. **Payment:** DEXTER agrees to pay WAVE the sum of EIGHTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$18,500) for the services described herein in equal installments due on the first day of each quarter of the Agreement. The quarterly installments amount shall be FOUR THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$4,625). The first installment shall be due on July 1, 2015. DEXTER will be notified of any state or federal funding formulas changes as they occur. DEXTER understands that payments noted above do not fully cover operational expenses of a five-day-per-week door-to-door service. If state, federal or local funding needed to subsidize door-to-door service is not achieved, service days may be reduced accordingly during the agreement period.
6. **Indemnification:** WAVE agrees to indemnify and hold DEXTER harmless from all claims of any sorts, including but not limited to claims for personal injury or property damages which arise from any action or failure to act by WAVE in relation to its obligations under this Agreement. DEXTER agrees to indemnify and hold WAVE harmless for any and all claims of any sort arising out of a breach of this agreement by DEXTER.
7. **Insurance:** WAVE will provide such insurance as may be required by MDOT relating to the obligations of WAVE under this Agreement, and will name DEXTER as an additional insured under any policy of insurance which may be required.

- 8. **Termination:** Either party may terminate this Agreement for cause at any time in the event that the other party fails to perform its obligations hereunder. Unless non-performance results in immediate threat to public health or safety, DEXTER will provide WAVE with written notice of non-compliance and a 30-day period to cure such non-compliance before termination of services. Further, either party may terminate this Agreement for its convenience or state, federal or local funding deficits upon 60 days written notice, provided that the parties shall continue their obligations to each other under the terms of this agreement until it is terminated.
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- 10. **Governing law:** This agreement shall be governed by the law of Michigan.
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CITY OF DEXTER

WAVE

Sign: _____

Sign: _____

Print: _____

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Date: _____

Date: _____