

DEXTER LIONS CLUB SCULPTURE PROJECT SUMMARY AND CLUB HISTORY

The following is a summary of decisions made by the Dexter Lion's Club collaborating with art professor Robert Barnum, which lead to the creation of a sculpture, which we wish to donate to the city of Dexter. Included is a record of our club's past association with the city.

The art project began about 18 months ago. Several pieces of art work were noticed outside the studio of Robert Barnum, an art professor, from Ferris State University at Big Rapids, which is near where a Dexter Lion has a cottage. We met with and learned about the works that Mr. Barnum had crafted for permanent display at a number of municipalities, commercial establishments and local government buildings. Mr. Barnum is a tenured art professor at Ferris State and has an impressive resume covering his career as an artist. Over 20 of his sculptures are on permanent display in Michigan, Ohio, Colorado and Alaska. The subject art sculpture was discussed by the Lion's Membership after viewing various proposal's and eventually was approved by the board by a wide margin. The Lion's worked diligently with the artist to incorporate a theme that included a blind musician and a leader dog combined with Mr. Barnum's art wishes. To get course approval and funding from the Ferris State Administration for the 2015-2016 school year, he needed a financial commitment from the Lions, which was given. At this time Mr. Barnum is in the process of building a scale model showing three elements agreed upon for the sculpture. Those are a guitar player, blind saxophonist and a leader dog, which was presented to Dexter's Art Committee on September 21st. Several members of the Art Committee did mention the art theme of this sculpture seemed to fit with Dexter's future art plans. Some minor adjustments to the design could be considered after viewing the scale model. In summary, the Dexter Lions would like to know if the city of Dexter would allow this sculpture to be displayed on public property? If yes, a location would need to be found.

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The Dexter Lions Club was chartered in March of 1979, and is part of the world's largest service organization, with clubs in most of the major countries worldwide. The best known, and primary goal of the Lions club, is to give support and assist people with vision problems, not only blindness, but other sight impairments. Currently we are working on programs for aiding diabetics with their disease. The Lions Club supports both national causes and causes in the clubs' home communities. Donations, large and small, have been made to citizens residing in the Dexter area and the City of Dexter has received funds to enhance the city amenities for the enjoyment of these citizens. Over \$300,000.00 has been donated to individuals and families in need and for community recreation and park sites by the Dexter Lions since 1979. Whether it's eye glasses, scholarships, direct assistance or working through various agencies for persons in need, improvements to parks and recreation facilities, the Dexter Lions have been a dependable source of support.

The most noticeable result of the donation's is the Monument Park Gazebo, built in 1985, financed entirely by the Dexter Lions. Most everything in the Park was provided by the Lions, including the memorial brick walkway, cement sidewalks, water fountain and matching benches, the flag pole, landscaping, electrical services and equipment that supplies the park and even the waste containers. The Monument park ice rink is also sponsored by the Lions. The Lions donated funds for the Gazebo, play ground equipment and the asphalt walk way in the City Park behind LaFontaine Chevrolet. Dexter Schools were recipients funds for: the softball & baseball scoreboards at Creekside school; the "Welcome to Dexter" sign at Bates school; sports records boards in the new High School gym; support for the Community Service and Leadership (CS&L) program at Mill Creek School; and valet parking for the annual Dexter Prom. Additional donations have been made to support the Dexter wrestling club, high

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school robotics club, Lacrosse team, DHS football, Dexter equestrian program and funds for special need's camp's for middle school students. Over 160 scholarships have been awarded to Dexter Seniors in the 36 years since the club was chartered, totaling over \$160,000.00. Seniors Get Stuffed, H.A.R.T (H.A.R.T. is a volunteer organization the provides food, refreshments and support to firefighter's at the fire scene) and the Dexter Area Fire Department have benefitted from Lions financial support.

The Lions are proud of their connection with the City Of Dexter and look forward to continuing to make it a great place to live.

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
Re: City Assessor Position
Date: July 19, 2016

At the June 13, 2016 Council meeting, Laurie Pettinaro was appointed to the part time position of City Assessor. Ms. Pettinaro submitted her resignation from this position on July 12, 2016. While discussing coverage for July Board of Review with former City Assessor Chris Renius, he expressed an interest in returning to the position. I was pleased with Chris' performance as City Assessor and am happy that he would like to return.

Attached for Council's review is an updated contract with Renius & Renius that will take effect retroactively on July 18, 2016 (to cover the July 20, 2016 Board of Review meeting). The contract is for three years, with no increase in the first year (same as the 2015-2016 rate), a 5% increase in the second year and no increase in the third year. The rate with the 5% increase in July of 2017 is less than the amount we had budgeted this year to pay for the part time assessor. The contract has also been updated to extend the required notice period for resignation from 30 days to 60 days after Council accepts the resignation. This would allow for enough time to hire a new assessor and have them start so that it would be possible for more overlap to ease a transition.

Council is asked to accept the resignation of Laurie Pettinaro and approve the contract with Renius and Renius as presented.

**ASSESSING SERVICES AGREEMENT
CITY OF DEXTER – RENIUS & RENIUS
JULY 18, 2016 – JUNE 30, 2019**

This Assessing Services Agreement City of Dexter-Renius & Renius July 18, 2016 – June 30, 2019, (“Agreement”) made and entered into as of this _____ day of _____, and effective as of July 18, 2016, is by and between the City of Dexter, a City located in Washtenaw County, Michigan (the “City”), whose address is 8123 Main, Dexter, Michigan 48130, and Renius & Renius, a Michigan Co-Partnership, (the “Assessing Services Provider”), whose address is 6946 Meadowview, Lambertville, Michigan 48144.

AGREEMENT:

1. **Appointment.** The City hereby designates and appoints the Assessing Services Provider, and the Assessing Services Provider accepts the designation and appointment by the City, for the Assessing Services Provider to provide Assessing Services for the City. The Assessing Services Provider agrees to meet the requirements outlined in the RFP unless otherwise specifically stated in this contract. The language in the contract shall have precedent over the RFP when there is contradictory language between this contract and the RFP.

2. **General Duties.** The Assessing Services Provider shall provide Assessing Services for the City, until this Agreement shall lapse or be terminated, or until the parties agree otherwise. The City and the Assessing Services Provider agree that there shall be a minimum of eight (8) hours worked per week during one (1) day per week on a day agreed upon between the City and The Assessing Services Provider. The Assessing Services Provider may modify that day from time to time and at the approval of the City Administrator if there is a need to change that day for a reason but the Contractor will typically be in the office on the same week day each week. The Assessing Services Provider shall provide a minimum of forty seven (47) days per year for the duration of this contract.

3. **Qualifications and Expertise.** The Assessing Services Provider certifies that one of its principals, Christopher R. Renius, is now, and shall always remain during this Agreement a minimum certified MAAO assessor, as designated by the State of Michigan. The Assessing Services Provider and any partner, principal, employee or associate of the Assessing Services Provider shall, during the term of this Agreement, and while the Assessing Services Provider is performing duties under this Agreement, be trained in appraisal techniques, and be familiar with the laws, regulations and directives regarding the assessment and appraisal of real property and personal property within the State of Michigan, under the General Property Tax Act of the State of Michigan.

4. **Personnel.** The Assessing Services Provider may provide employees or other associates to assist in the duties of the Assessing Services Provider at the City, but at all times, the Assessing Services Provider shall be held accountable and responsible for the duties required under this Agreement. In addition, the Assessing Services Provider alone will be responsible for the activities or inactivities of any employee or associate of the Assessing Services Provider.

5. Appearance. The Assessing Services Provider and any of the Assessing Services Provider's employees and associates shall dress and act in a professional manner.

6. Public Relations. The Assessing Services Provider shall advise the City in the development of necessary public relations programs which may be carried out by the City, and which relate to Assessing & Tax or appraising by the Assessing Services Provider under this Agreement. The City shall assist, and the Assessing Services Provider shall cooperate and assist in any such endeavor.

7. Office Space. The City shall provide the same or similar office space which was provided to the Assessing Services Provider over the past years to perform the Assessing Services Provider's duties under this Agreement. The Assessing Services Provider shall also be provided reasonable access to that office space at all times. The Assessing Services Provider shall take care to preserve the integrity and confidentiality of that access, both during and after the term of this Agreement.

8. City's Obligations. The City shall provide, in addition to the office space provided for above, the normal associated equipment and supplies needed for the Assessing Services Provider to perform the Assessing Services Provider's duties at the City, including computers, software, paper, writing instruments, and the like. Basically, the provision of said items shall be in a similar manner in which the Assessing Services Provider and the Assessing Services Provider's Office were provided during the past years.

9. Specific Duties. Without diminishing the general obligations of the Assessing Services Provider to perform all of those duties normally associated with the duties of an assessor for a similarly sized City, the Assessing Services Provider shall specifically be required to perform the following:

- a. Perform all of the duties in a timely manner for the 2016, 2017 & 2018 calendar years, which shall include establishing necessary assessments for the 2017, 2018 & 2019 assessment rolls.
- b. Inspect, re-inspect and revise data and property record cards for properties as needed, specifically for new construction, demolitions, property splits, and the like.
- c. Perform the other normal associated duties of an assessor for the City the size of the City, except as otherwise stated in this Agreement, as would normally be needed for the time period beginning with the date of this Agreement, forward to the date that this Agreement is terminated and/or the duties of the Assessing Services Provider are otherwise concluded in conformance with this Agreement.

10. Manuals and Appraisal Program. For those properties to be appraised under the terms of this Agreement, the most appropriate approach to value shall be utilized. New construction shall continue to be valued via those manuals currently utilized by the City.

11. Market Studies and Analysis. Neighborhood market studies and analysis of land values shall be performed for the 2017, 2018 & 2019 assessment year to determine accurate adjustments to be made to the assessments.

12. Personal Property. Personal property forms submitted to the City for the 2017, 2018 & 2019 assessment roll shall be processed utilizing appropriate multipliers published by the Michigan State Tax Commission or other appropriate government entity within the State of Michigan, or the County of Washtenaw. The printing and mailing of the personal property statements will be the responsibility of the Assessing Services Provider or their designee but the costs associated with such activity shall be borne by the City. The Assessing Services Provider shall provide such services in the most economically feasible way to the City.

13. Assessment Notices. The printing and mailing of the annual Assessment Notices will be the responsibility of the Assessing Services Provider or their designee but the costs associated with such activity shall be borne by the City. The Assessing Services Provider shall provide such services in the most economically feasible way to the City.

14. Preparation of the Assessment Roll. The Assessing Services Provider shall prepare the assessment roll as needed, or revise same, as needed, in the normal manner that would be required for an assessor working for a City the size of the City. The actual supervision and signing of the assessment roll, and the submittal of same, and the defense of same, shall be the duty of Christopher R. Renius individually.

15. County Equalization and Required Forms. The Assessing Services Provider shall review and analyze all studies conducted by the Washtenaw County Equalization Department, and will comply with all directives of said Department. The Assessing Services Provider shall prepare, work on, revise, record, and perform all other duties necessary with respect to any required forms as designated and/or dictated by the Washtenaw County Equalization Department or the Michigan State Tax Commission, except as otherwise stated in this Agreement.

16. Photographs. The Assessing Services Provider shall provide a new digital photograph of each property inspected for new construction and/or demolition. All digital photographs created shall belong to the City.

17. Consulting. The Assessing Services Provider shall meet when necessary with the City Manager or other designated official and with designated staff of the City to review the past and future proposed activities of the Assessing Services Provider, and whether the terms of this Agreement are being adhered to, and the general progress being made by the Assessing Services Provider with the tasks associated with this Agreement. The time and location for the meeting shall be a time and location which is mutually agreeable to both parties. In addition to all other matters, the Assessing Services Provider shall be prepared to comment on the status of the Agreement, the progress being made on the duties required under the Agreement, and all other matters which the Assessing Services Provider believes is pertinent to the duties and terms of this Agreement. In addition, the Assessing Services Provider shall endeavor to research and answer all inquiries being made by the City Manager or other designated official regarding any and all matters having to do with this Agreement and the duties of the Assessing Services Provider dictated and contemplated in accordance with said Agreement. The Assessing Services Provider shall also be prepared to comment on the general operating status of the Assessing

department for the City, and to offer insight into improvements, additional staffing, and additional equipment that might be necessary.

18. Records, Computations, Property Cards and All Other Paperwork. All records, computations, property cards and any and all other official paperwork of the City shall remain under the ownership and custody of the City.

19. Record Cards. The City shall furnish the existing completed property record cards for each separate real and personal property within the City. The City shall also provide the blank property record cards to be utilized by the Assessing Services Provider in the completion of the duties under this Agreement. The cards shall be formatted so as to meet the approval of the Michigan State Tax Commission, and shall provide an area on the record card which indicates the owner's name, the legal description, the property dimensions, the available street number and mailing address, a column for summarizing total land and building improvements, or personal property record values, and an area to list important information in determining land or personal property value. The record cards shall also be formatted to show all descriptive information connected with the construction, age, condition and depreciation of the structure and/or item, an area for outline sketch, and an area to provide for the listing of any other important information needed in the valuation of the properties in the City.

20. Defense of Values – The Contractors will monitor the defense of values to the Michigan Tax Tribunal (MTT). The Contractors shall be responsible for the timely preparation of responses to the small claims division of the MTT. The Contractors shall be available to attend and defend assessments to the MTT (small claims division) as needed during the term of this proposal/agreement. Responses to the Full MTT shall be prepared by the City's legal counsel and monitored by the Contractors. The Contractors shall provide full cooperation with said legal counsel. Should expert witnesses and/or preparation of detailed appraisals to the Full MTT be required, the Contractors will advise the City Manager of other designated official of such requirement.

21. Board of Review - The Contractors shall also work with and attend the July 2016, 2017, & 2018 and December 2016, 2017 & 2018 Board of Reviews. The Contractor will be available to meet with the Board of Review for the March 2017, 2018 & 2019 organizational meetings along with any reconcile/decision making meetings. The Contractors may not be available for all regular meetings of the March Board of Review. Staff of the City shall assist the Contractors with the set-up and organization of the Board of Reviews and shall provide a Secretary to the Board of Review.

22. Cooperation. Both the City and the Assessing Services Provider agree to cooperate with one another to facilitate the Assessing & Tax department needs of the City.

23. Insurance and Indemnification. The Assessing Services Provider shall carry public liability insurance and shall agree to defend, indemnify and save harmless the City and its officials, agents, employees and attorneys harmless for claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought against the City by reason of the negligent acts or omissions of the Assessing Services Provider, excepting those acts or omissions of the City for which the City has full governmental immunity protection.

24. Reimbursement of Taxes. The City shall be responsible for the reimbursement of any and all overpaid taxes that are to be returned as result of any proceeding or appeal concerning the payment of taxes paid to the City.

25. Compensation. The Assessing Services Provider shall receive compensation for services rendered under this Agreement in the annual amount of \$29,952.00 (\$14.48 per parcel based on 2068 parcels), payable at \$2,496.00 per month, which shall become due at the end of each month after the services have been performed during that month and payable after the regular City Council meeting the month following the month the services were performed. The compensation shall begin to accrue as of July 18, 2016, which will cause the first \$2,496.00 monthly payment to be due and payable at the next regular City Council meeting after August 1, 2016. Beginning April 1, 2017, the compensation for services rendered under this Agreement shall be in the annual amount of \$31,440, payable at \$2,620.00 per month. This amount of compensation shall remain for the remainder of this contract.

26. No Assignment of Agreement. Neither the City nor the Assessing Services Provider shall assign or transfer this Agreement or any of the benefits or burdens contained herein. The Assessing Services Provider shall not delegate any of the Assessing Services Provider's responsibilities or duties contained herein under any circumstance without the prior written approval of the City, which the City may withhold for any reason whatsoever. This Agreement shall be construed to be personal to the Assessing Services Provider, and if the Assessing Services Provider and/or Christopher R. Renius is unable to perform any of the duties herein, this Agreement shall terminate immediately.

27. Independent Contractor Status. In furnishing the services hereunder, nothing contained in this Agreement shall be construed to constitute the Assessing Services Provider, or any employee or associate of the Assessing Services Provider, as an employee or agent of the City, nor shall the Assessing Services Provider receive from the City any wages, salary or other compensation for services provided under this Agreement, other than as provided as a contracted for fee in this Agreement. The Assessing Services Provider's status when performing services under this Agreement, or otherwise for the City shall at all times be that of an independent contractor, and not that of the City's agent or employee. The Assessing Services Provider understands that the City will not withhold federal, state or local income taxes, unemployment taxes, social security, or any other payroll withholdings on behalf of the Assessing Services Provider, or any employee or associate of the Assessing Services Provider. Further, the Assessing Services Provider shall be responsible for the Assessing Services Provider's own labor expenses, health care, transportation, self-employment taxes, income taxes, and other forms of taxes and wage withholding, and all other costs and expenses of the Assessing Services Provider in connection with the Assessing Services Provider performing the contracted for services under this Agreement, except as specifically provided in this Agreement.

28. Worker's Compensation. As an independent contractor, the Assessing Services Provider shall be responsible for all worker's compensation coverage for the Assessing Services Provider, and any partner, principal, employee or associate of the Assessing Services Provider.

29. Supervision. The Assessing Services Provider shall be under the direct supervision of the City Manager or other designated official of the City.

30. Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement, (July 18, 2016), and shall continue until June 30, 2019, unless earlier terminated in accordance with the terms of this Agreement.

31. Termination. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice, and acceptance by City Council, to the other party. A termination notice shall be sent to the other party at the address listed herein, or as changed by written notice to the other party. Both parties may mutually agree in writing to a termination of this Agreement with less than or more than sixty (60) days written notice.

32. Violation of Agreement. Should either party violate any term of this Agreement, this Agreement may be immediately terminated by the other party effective upon the violating party's receipt of written notice.

33. Continuation After Termination. Upon termination of this Agreement, this Agreement shall no longer be in effect except for any of the provisions of this Agreement which by their very nature are meant to extend beyond the term of this Agreement, and there shall be no further relationship between the City and the Assessing Services Provider.

34. Special Assessment, IFT and Other Matters The Assessing Services Provider shall also, in addition to all of the other duties to be performed under this Agreement, assist the Treasurer of the City and the City in general with respect to all special assessments, industrial facilities exemption certificates, downtown development authority matters, Brownfield authority matters, and other matters that may be related in some fashion to duties of the assessor's department of the City.

35. Complete Agreement. This Agreement constitutes the complete expression of the relationship between the City and the Assessing Services Provider and there are no other oral or written agreements or understandings between the parties concerning or affecting this relationship. This Agreement shall only be modified or amended by a subsequent written contract duly approved and executed by or at the direction of the City and the Assessing Services Provider. This Agreement shall be binding on all parties and their successors, heirs, personal representatives and assigns.

36. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. If any term or provision of this Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Agreement.

EXECUTION

IN WITNESS WHEREOF, the Assessing Services Provider has caused this Agreement to be executed on this _____ day of _____, 20____, to be effective as of July 18, 2016..

SIGNED IN PRESENCE OF:

SIGNED BY:

ASSESSING SERVICES PROVIDER
RENIUS & RENIUS, a Michigan
Co-Partnership

By: _____
Christopher R. Renius, authorized partner
and principal of Renius & Renius

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on this _____ day of _____, 20____, to be effective as of July 18, 2016.

SIGNED IN PRESENCE OF:

SIGNED BY:

CITY OF DEXTER, a municipal
corporation located in Washtenaw County,
Michigan

By: _____
Shawn W. Keough
City Mayor

By: _____
Courtney Nicholls
City Manager

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
Re: 2016 Road Millage Request
Date: July 18, 2016

The Washtenaw County Board of Commissioners has voted to place a question on the November 8, 2016 ballot requesting a four year millage of 0.5 of a mill to fund road and non-motorized improvements in Washtenaw County. 20% of the total dollars collected will go to Washtenaw County Parks & Recreation to fund non-motorized improvements in the County. The City will receive a share of the remaining funds based on our taxable value. The current estimated annual amount is \$92,000.

The Road Commission has requested that the City provide a list of projects that these funds will be spent to accomplish. The Road Committee met on Wednesday, July 13, 2016 and created the following list:

2017 – Water main replacement required as part of the Shield Rd bridge project

2018 – Dan Hoey/Shield/Baker Intersection Improvements

2019 – Reconstruction of Central Street between Fifth St and Third St

2017-2020 – Timing to be determined:

- Crush and shape of portions of Grand, Hudson and Forest
- Crush and shape/mill and overlay of portion of Bristol, portion of Wellington, and Kingsley
- Cape seal/mill and overlay of portions of Alpine and Hudson
- Preventative maintenance (pavement repairs, crack seal)
- Crosswalk repair for maintenance and ADA compliance
- Trailhead improvements to Grand Street right of way
- Mill and overlay of Baker Rd

Attached for Council's consideration is a resolution in support of the millage.

RESOLUTION DECLARED ADOPTED THIS ____ DAY OF JULY 2016.

Shawn W. Keough, Mayor

CERTIFIED BY:

Carol J. Jones, Interim City Clerk

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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
Re: Shield Road Water Main Relocation
Date: July 20, 2016

Attached for Council's review is a proposal from OHM for design services for the relocation of the water main along Shield Road due to the reconstruction of the Shield Road bridge. Also attached is the letter that was sent to the Road Commission requesting that the cost of the relocation be included with the bridge project and the response letter from the Road Commission denying our request.

To meet the required project timing, the Dexter Community School Board will be considering an easement for the water main at their July 25th meeting. This is necessary because the water main will need to be relocated completely out of the Road Commission right of way. Patrick Droze of OHM will be attending the School Board meeting to answer any questions that they have on the easement.

The attached scope of services from OHM will cover the preparation of that easement and the design for the new water main. We plan to complete this project prior to the start of the bridge project, likely in the September to November 2016 time frame.

Staff has also looked into funding options. One option is to pay for it 100% with water fund money. This would likely require postponing the water tower work that was planned for 2016-2017, which is not a desirable option. Another option would be to fund all or a portion of the project with the countywide road millage money, if it is adopted by voters in November 2016. Staff spoke with Tom Colis, of Miller Canfield, who felt that because this water main relocation is required by the bridge replacement project, use of these funds would be allowable. As final costs are determined through the bid process, staff will make a future recommendation on funding.

Council is asked to approve the scope of services from OHM in an amount not to exceed \$11,300.



ARCHITECTS. ENGINEERS. PLANNERS.

July 19, 2016

CITY OF DEXTER

8123 Main Street
Dexter, M 48123

Attention: Ms. Courtney Nicholls
City Manager

Regarding: **Shield Road Water Main Relocation Project**
Design Services

Dear Ms. Nicholls:

Thank you for the opportunity to submit this proposal for professional services related to the relocation of water main for the Shield Road Bridge Reconstruction project. We have prepared the following project understanding and scope of services based on our previous discussions and understanding of the work necessary to relocate the existing water main.

PROJECT UNDERSTANDING

In June, the Washtenaw County Road Commission made the City aware of the conflict between the future replacement of the Shield Road bridge over Mill Creek, and the existing water main just north of the bridge. The proposed bridge construction will impact the Shield Road right-of-way, and any existing utilities contained therein, including the water main. Because of this conflict, the City of Dexter will oversee the relocation of this water main to a location outside of the impacted area. The work will include:

1. HMA pavement removal and replacement (non-motorized path)
2. Water main directional drilling (across Mill Creek) and open cut water main construction (upland areas)
3. Hydrant relocation
4. Restoration

The work must occur prior to the WCRC bridge project which is planned for spring of 2017. This scope of service includes task necessary to design, permit and bid the improvements.

SCOPE OF SERVICE

Task 1 – Easements

Under this task, OHM will prepare permanent water main easements for the proposed relocation of the water main. Two easements are required over land immediately north of the Shield Road non-motorized pathway bridge. Easements will be prepared and submitted to the Dexter Community Schools (landowner) for consideration and execution. A temporary construction / grading easement will also be obtained prior to construction.

Task 2 – Utility Design

Under this task, OHM will develop plans and specifications for the horizontal and vertical water main alignment.

1. Utilize the provided topographic survey from WCRC for base plans. It is assumed that all franchise utilities have been property denoted on the plan based on the already completed utility coordination meeting hosted by WCRC in June of 2016.
2. Detail layout of the proposed water main with construction plan and profile views.



3. Create traffic control plan for work within the Shield Road right of way.
4. Create a soil erosion and sedimentation control plan for the project area.
5. Create contract documents including bidding, typical City of Dexter front end and technical specifications.

Task 3 – Permits

Under this task, OHM will coordinate the necessary permits for the project.

1. Prepare an MDEQ / United States Army Corp of Engineer’s joint permit application (JPA) for the proposed crossing of Mill Creek. This will include plan and profile of the crossing as well as an indication of suspected wetland impacts. Based on a discussion with the MDEQ permit
2. Prepare MDEQ Act 399 Water Main permit.
3. Prepare a Washtenaw County Soil Erosion and Sedimentation Control Plan.
4. Obtain a Washtenaw County Road Commission permit for work within the Shield Road right of way.

Task 4 – Bidding

Under this task, OHM will bid the project. Specific subtasks include:

1. Prepare 20 sets of plans and contract documents for contractor bidding.
2. Advertise the project on MITN and MITA for three weeks.
3. Convene a mandatory pre-bid meeting for prospective contractors and issue meeting notes and any necessary project addenda.
4. Attend a public bid opening, review and tabulate bids.
5. Provide the city with a recommendation based on a review of contractor bids and reference checks.

FEE

The services outlined in the above scope of services will be performed on an hourly basis in accordance with the OHM 2016 rate schedule. We estimate this projects effort at

<u>Task</u>	<u>Fee Estimate</u>
Easements.....	\$2,100.00
Design	\$6,200.00
Permitting.....	\$2,000.00
<u>Bidding.....</u>	<u>\$1,000.00</u>
Total.....	\$11,300.00

SCHEDULE

Work will progress immediately upon notification. We anticipate that work will adhere to the following schedule:

<u>Milestone</u>	<u>Date</u>
Construction Plans.....	August 5, 2016
MDEQ JPA and Act 399 Permit submittal	August 8, 2016
MDEQ Permits	September 6, 2016
Construction Bidding.....	August 15, 2016 – September 1, 2016
Construction	September 19, 2016 -- November 2016
Restoration	Spring 2017



FURTHER CLARIFICATIONS AND ASSUMPTIONS

1. It is not assumed that wetland identification, flagging or other reports will be necessary as part of this work. OHM has staff that can perform this if necessary. The costs to perform this estimated at \$1000.00.
2. Easements beyond those noted in the proposal will not be necessary.
3. Permit fees (MDEQ JPA, WCWRC and WCRC) will be paid by the City.
4. The proposal does not include construction phase services. A separate proposal will be provided after bidding based on the selected contractor and their schedule.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our file. If you have any questions, please contact us.

Sincerely,
OHM Advisors

Patrick M. Droze, P.E.
Project Manager

cc: Rhett Gronevelt, P.E, OHM
File

**City of Dexter
Shield Road Water Main Relocation Project
Engineering Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF DEXTER

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

City Council

Shawn Keough
Mayor

Ray Tell
Mayor Pro Tem

Jim Carson
Council Member

Donna Fisher
Council Member

Julie Knight
Council Member

Zach Michels
Council Member

James Smith
Council Member

Administration

Courtney Nicholls
City Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Michelle Aniol
Community Development Manager

Dan Schlaff
Public Services Superintendent

THE CITY OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.dextermi.gov

June 29, 2016

Washtenaw County Road Commission
ATTN: Sheryl Soderholm Siddall, P.E.
555 North Zeeb
Ann Arbor, MI 48103

Dear Ms. Siddall,

The City of Dexter was recently made aware that we have a water main that will need to be relocated from the right of way due to the reconstruction of the Shield Road bridge. This water main was originally constructed in 2000 as part of the Dexter High School project. The (then) Village requested and received the proper permits from the Road Commission to install the water main. A copy of the permit is attached which shows that specific comments on the location of the water main were provided by the Road Commission during the permit review process. The 12" pipe was bored under the creek and is encased within a steel pipe. In addition to serving the school, the water main also became part of the City's water supply system in 2009 when a well was placed into operation at the High School.

During the utility coordination meeting for the Shield Road project, I inquired as to whether the ASIITO/MDOT standards for bridge reconstruction have been changed since 2000 and was told that the standards have not changed. It seems reasonable that the Road Commission would have been able to anticipate that the bridge would need to be replaced within the 90 year service life of the water main and would have considered this during the permitting process. It is likely that had this been done, the recommendation would have been to not put the water main in the right of way, which seems like the option the City will now have to pursue to relocate it.

Additionally, it is our understanding that WCRC has included utility relocations in previous projects as they are eligible as participating costs under bridge program. However, at the meeting, it was stated by Kelly Jones that WCRC recently departed from this and no longer includes these costs as eligible. If the City's participation was expected during the scoping of the project, the city should have been consulted

The City of Dexter is requesting that the estimated \$100,000 cost of the water main relocation be included in the bridge project cost. Available City water funds are committed to required maintenance on both our water tower and water filters; the relocation of a 16 year old water main is not an item that we have funding for at this time.

Sincerely,

Courtney Nicholls
City Manager, City of Dexter

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR
BARBARA RYAN FULLER
VICE-CHAIR
WILLIAM MCFARLANE
MEMBER

WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS
555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG

ROY D. TOWNSEND, P.E.
MANAGING DIRECTOR
SHERYL SODERHOLM SIDDALL, P.E.
DIRECTOR OF ENGINEERING
COUNTY HIGHWAY ENGINEER
JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS
TELEPHONE (734) 761-1500
FAX (734) 761-3737

July 8, 2016

Courtney Nicholls
City Manager
City of Dexter
8140 Main Street
Dexter, MI 48130

Re: Shield Road Bridge Watermain Relocation Costs

Dear Ms. Nicholls:

The Washtenaw County Road Commission is in receipt of your letter dated June 29, 2016 requesting the costs associated with the watermain relocation on Shield Road be included in the bridge replacement project. This request resulted from a utility coordination meeting held on June 15, 2016 with all utility providers having facilities in close proximity to the Shield Road Bridge, which is scheduled for replacement in 2017.

It is our understanding the watermain was installed by the City (then Village) in 2000 under permit from the Road Commission. At that time, Road Commission staff worked with the City through the permit process to identify an appropriate location for the watermain within the existing road right-of-way. Staff did not guarantee that this facility, or any utility permitted, would avoid relocation with a future road or bridge project. In 2000, the Shield Road bridge project was not funded, so engineering to determine the size or location of the new bridge had not yet been performed. Therefore, the permit to the City was issued using the best information available at that time.

Ultimately, all facilities are required to relocate at the expense of the facility owner as a condition of permit. Specifically, the permit states under Revocation of Permit, "The permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Commission". Unfortunately, the watermain is in conflict with the new bridge and will need to be relocated prior to the start of construction. And, as a condition of permit, this expense is to be borne by the City.

You are correct that utility relocation may be an eligible expense as part of a bridge replacement project and the Road Commission has attempted to include this type of work on previous projects. However, federal and state transportation funding levels remain stagnant while the cost of construction continues to increase. The Road Commission is no longer in a position to include utility-related costs in our road and bridge projects. We realize that this has a financial impact on all our utility partners, but in order to complete the road and bridge projects needed throughout Washtenaw County, we are requiring that these utility relocation costs now be borne by the utility owner.

As discussed at the utility coordination meeting, the Shield Road bridge project is scheduled for a November 2016 bid letting. This requires final plans and right-of-way certification be submitted to

Ms. Courtney Nicholls

July 8, 2016

Page 2

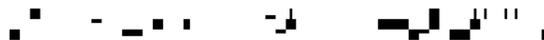
MDOT no later than August 19, 2016. There are two options available to the City for the watermain relocation.

The first option would be for the City to relocate the watermain under its own contract. The City would be responsible for securing any easements necessary, as well as the design and construction of the relocated watermain. This work would need to be completed prior to the start of the bridge construction project in Spring 2017, but would be solely under the control of the City.

The second option would be for the watermain relocation work to be included in the bridge project. The City would still be responsible for the design and easement acquisition, but the relocation would be a part of the bridge construction project. If the City elects to pursue this option, the watermain design needs to be finalized and included as part of the bridge plans no later than August 19, 2016. In addition, we will need confirmation of the easement acquisition so that we may certify the right-of-way and easements associated with the bridge project. All costs associated with the watermain work would remain the responsibility of the City, but the physical work would be coordinated as part of the bridge project by the bridge contractor.

In summary, we regret that we cannot grant your request to include the watermain relocation costs as part of the bridge replacement project. We have outlined two options for the City with respect to coordination of this work with the bridge project. Due to the tight deadline of August 19, 2016 for the final plan submittal to MDOT, we look forward to a response from the City in the very near future. If you have any questions, please feel free to contact me or Kelly Jones.

Sincerely,



Sheryl Soderholm Siddall, P.E.

Director of Engineering/County Highway Engineer

Xc: R. Townsend, M. MacDonell, K. Jones / WCRC
File

WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that DEXTER COMMUNITY SCHOOLS, whose address is 7714 Ann Arbor Street, Dexter, MI 48130, (hereinafter referred to as “Grantor”), being title holder to the following described parcel of land, to wit:

See Exhibit “A”

Tax Identification Number: H-08-07-200-003

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Dexter, a Michigan Municipal Corporation, whose address is 8140 Main Street, Dexter, MI 48130, (hereinafter referred to as “Grantee”), a perpetual easement for a water main, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit “A”

and to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantee will not be responsible for replacing pavement, trees or any other physical objects within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above-described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor(s) has affixed

signature (s) this _____ day of _____ A.D., 20_____.

CORPORATION: DEXTER COMMUNITY SCHOOLS
Name

By: _____
Signature

Its: _____
Printed Name & Title

By: _____
Signature

Its: _____
Printed Name & Title

STATE OF MICHIGAN)
)SS
COUNTY OF)

On this _____ day of _____ A.D., 20____, before me, a Notary Public in and for said County, appeared _____ and _____ to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the _____ and _____ of _____ the corporation named in and which executed the within instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, MI
My commission expires _____

This instrument drafted by:
SAMEER HAMAD
ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road
LIVONIA, MI 48150

Tax Identification Number: H-08-07-200-003

WHEN RECORDED RETURN A COPY TO:
City of Dexter
Attn: City Manager
8140 Main St
Dexter, MI 48130

WATER MAIN EASEMENT SKETCH

Exhibit "A"

N1/4 COR.
SEC. 7
T2S,R5E

N LINE SEC. 7



S88°39'00" W 526.79'

S88°39'00" W
525.35'

S24°28'00" E 222.40'

H-08-07-200-003
DEXTER COMMUNITY SCHOOLS
8100 SHIELD RD.
DEXTER, MI 48130

N01°34'00" W 580.15'

H-08-07-200-016

MILL CREEK

PROPOSED WM S05°19'00" E 351.32'

S05°19'00" E 303.92'

POB-WM ESMT.

20' WM ESMT.
(see detail)

H-08-07-200-015

H-08-07-201-002

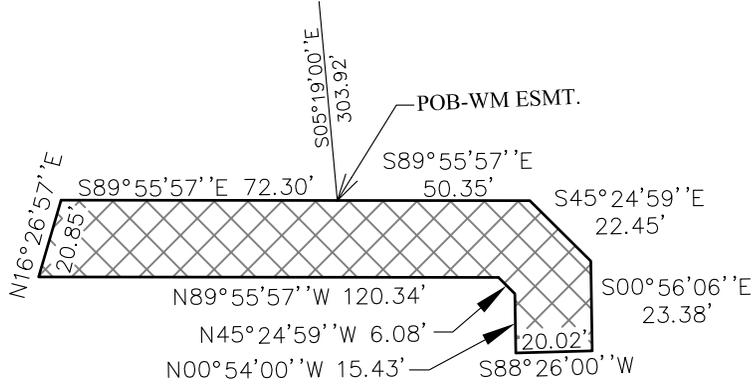
EX. 33' ROW

EX. 33' ROW

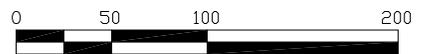
S06°20'00" E 26.80'

N88°26'00" E 415.04'

CL SHIELD ROAD



DETAIL - 20' WM EASEMENT
(SCALE 1" = 50')



SCALE: 1" = 100'

LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- WATER MAIN EASEMENT

WATER MAIN EASEMENT

PART OF THE NW 1/4 OF SECTION 7
T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY
H-08-07-200-003

SCALE H: 1"=100'
SHEET 3 OF 4



DATE: 07-13-16	CLIENT: CITY OF DEXTER	JOB #: 0130-16-0040
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		

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WATER MAIN EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (H-08-07-200-003)
(PER WASHTENAW COUNTY TAX ROLLS)

A parcel of land being a part of the E 1/2 of the NW 1/4 of Section 7, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 7; thence S 88°39'00" W 525.35 feet along the North line of said Section 7 to the the Point of Beginning; thence S 88°39'00" W 526.79 feet; thence S 24°28'00" E 222.40 feet; thence S 05°19'00" E 351.32 feet; thence S 06°20'00" E 26.80 feet; thence N 88°26'00" E 415.04 feet along the centerline of Shield Road; thence N 01°34'00" W 580.15 feet to the Point of Beginning, ALSO all land lying between the N'ly and S'ly boundaries of above described extended W'ly to Mill Creek. Subject to all easements and restrictions of record, if any.

WATER MAIN EASEMENT

A 20 foot water main easement a part of the E 1/2 of the NW 1/4 of Section 7, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 7; thence S 88°39'00" W 525.35 feet along the North line of said Section 7 to a point; thence continuing S 88°39'00" W 526.79 feet; thence S 24°28'00" E 222.40 feet; thence S 05°19'00" E 303.92 feet to the the Point of Beginning; thence S 89°55'57" E 50.35 feet; thence S 45°24'59" E 22.45 feet; thence S 00°56'06" E 23.38 feet; thence S 88°26'00" W 20.02 feet along the North right of way line of Shield Road (66 ft. wide); thence N 00°54'00" W 15.43 feet; thence N 45°24'59" W 6.08 feet; thence N 89°55'57" W ±120.34 feet to a point on the centerline of Mill Creek; thence N 16°26'57" E 20.85 feet along the centerline of said Mill Creek; thence S 89°55'57" E 72.30 feet to the Point of Beginning.

Contains 3,104 square feet or 0.071 acres, more or less, of land. Subject to all easements and restrictions of record. if any.

WATER MAIN EASEMENT		SCALE H: 1"=100'	
PART OF THE NW 1/4 OF SECTION 7 T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY H-08-07-200-003		SHEET 4 OF 4	
DATE: 07-13-16	CLIENT: CITY OF DEXTER	JOB # 0130-16-0040	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that DEXTER COMMUNITY SCHOOLS, whose address is 7714 Ann Arbor Street, Dexter, MI 48130, (hereinafter referred to as “Grantor”), being title holder to the following described parcel of land, to wit:

See Exhibit “A”

Tax Identification Number: H-08-07-200-015

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Dexter, a Michigan Municipal Corporation, whose address is 8140 Main Street, Dexter, MI 48130, (hereinafter referred to as “Grantee”), a perpetual easement for a water main, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit “A”

and to enter upon sufficient land adjacent to said water main easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain water main lines, and all necessary appurtenances thereto, within the easement herein granted.

Grantee will not be responsible for replacing pavement, trees or any other physical objects within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above-described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor(s) has affixed

signature (s) this _____ day of _____ A.D., 20_____.

CORPORATION: DEXTER COMMUNITY SCHOOLS
Name

By: _____
Signature

Its: _____
Printed Name & Title

By: _____
Signature

Its: _____
Printed Name & Title

STATE OF MICHIGAN)
)SS
COUNTY OF)

On this _____ day of _____ A.D., 20____, before me, a Notary Public in and for said County, appeared _____ and _____ to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the _____ and _____ of _____ the corporation named in and which executed the within instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County, MI
My commission expires _____

This instrument drafted by:
SAMEER HAMAD
ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road
LIVONIA, MI 48150

Tax Identification Number: H-08-07-200-015

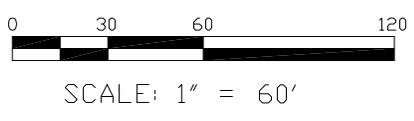
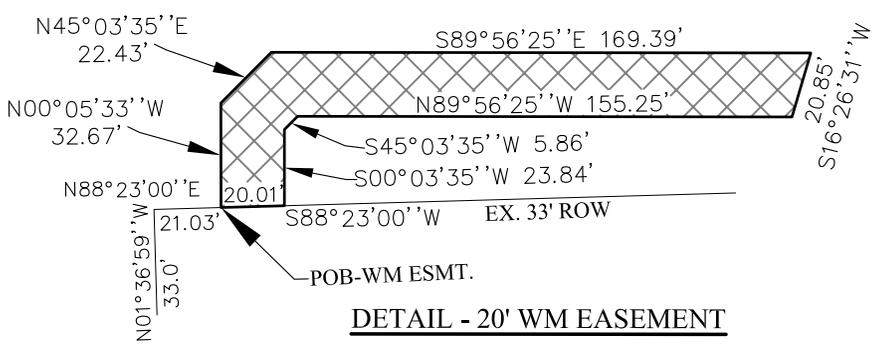
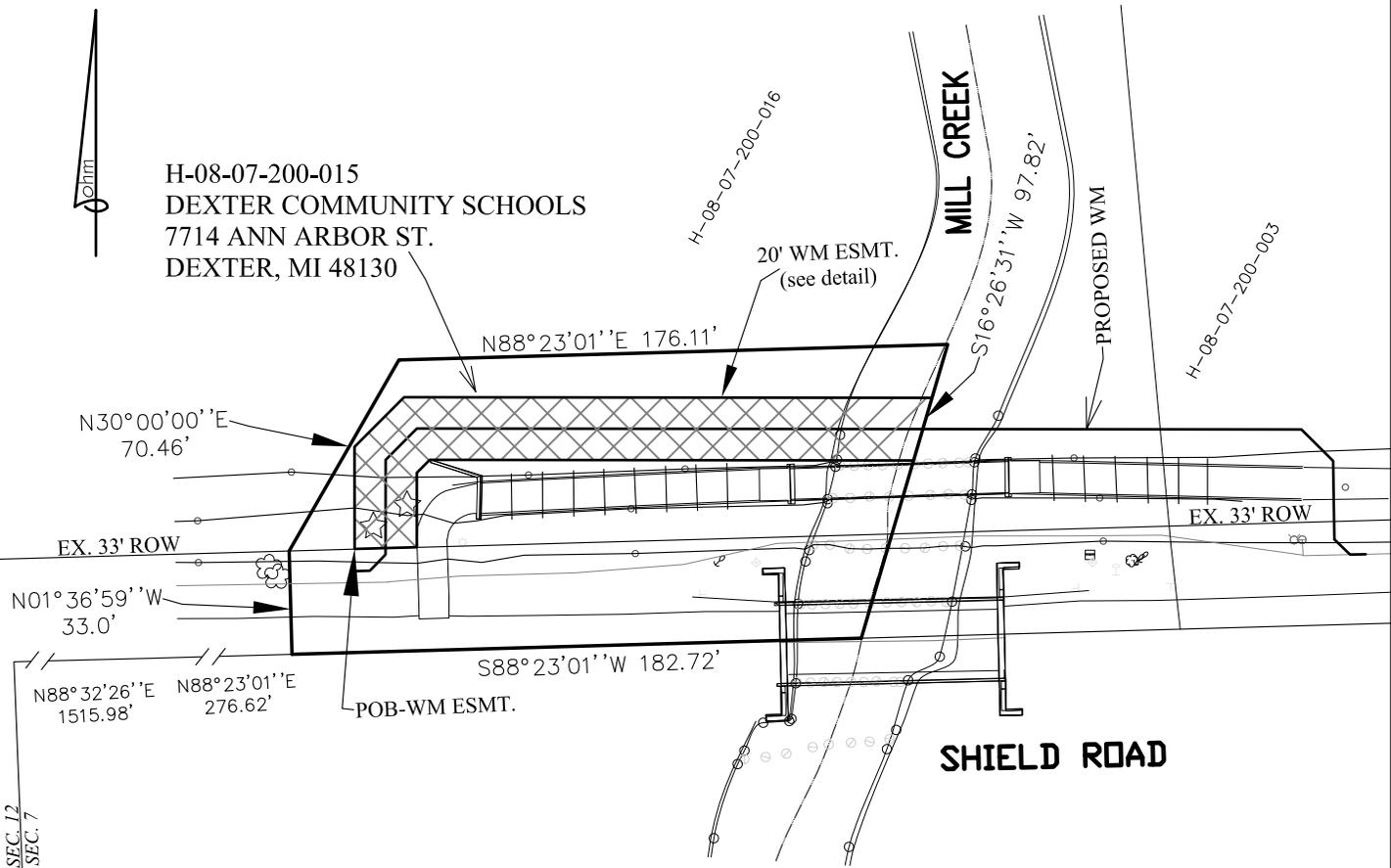
WHEN RECORDED RETURN A COPY TO:
City of Dexter
Attn: City Manager
8140 Main St
Dexter, MI 48130

WATER MAIN EASEMENT SKETCH

Exhibit "A"



H-08-07-200-015
DEXTER COMMUNITY SCHOOLS
7714 ANN ARBOR ST.
DEXTER, MI 48130



LEGEND	
ROW	RIGHT-OF-WAY
	PUBLIC LAND CORNER
POB	POINT OF BEGINNING
	WATER MAIN EASEMENT

WATER MAIN EASEMENT		SCALE H: 1"=60'
PART OF THE NW 1/4 OF SECTION 7 T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY H-08-07-200-015		SHEET 3 OF 4
DATE: 07-13-16	CLIENT: CITY OF DEXTER	JOB#: 0130-16-0040
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		



WATER MAIN EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (H-08-07-200-015) (PER WASHTENAW COUNTY TAX ROLLS)

A parcel of land being a part of the E 1/2 of the NW 1/4 of Section 7, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 12, Town 2 South, Range 4 East, Lima Township; thence N 02°16'46" W 2014.91 feet along the East line of said Section 12, also being the West line of said Section 7; thence N 88°32'26" E 1515.98 feet; thence N 88°23'01" E 276.62 feet to the the Point of Beginning; thence N 01°36'59" W 33.0 feet; thence N 30°00'00" E 70.46 feet; thence N 88°23'01" E 176.11 feet to the centerline of Mill Creek; thence S 16°26'31" W 97.82 feet along the centerline of Mill Creek; thence S 88°23'01" W 182.72 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

WATER MAIN EASEMENT

A 20 foot water main easement a part of the E 1/2 of the NW 1/4 of Section 7, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 12, Town 2 South, Range 4 East, Lima Township; thence N 02°16'46" W 2014.91 feet along the East line of said Section 12, also being the West line of said Section 7; thence N 88°32'26" E 1515.98 feet; thence N 88°23'01" E 276.62 feet; thence N 01°36'59" W 33.0 feet; thence N 88°23'00" E 21.03 feet to the the Point of Beginning; thence N 00°05'33" W 32.67 feet; thence N 45°03'35" E 22.43 feet; thence S 89°56'25" E 169.39 feet; thence S 16°26'31" W 20.85 feet along the centerline of Mill Creek; thence N 89°56'25" W 155.25 feet; thence S 45°03'35" W 5.86 feet; thence S 00°03'35" W 23.84 feet; thence S 88°23'00" W 20.01 feet along the North right of way line of Shield Road (66 ft. wide) to the Point of Beginning.

Contains 4,094 square feet or 0.094 acres, more or less, of land. Subject to all easements and restrictions of record. if any.

WATER MAIN EASEMENT		SCALE H: 1"=60'
PART OF THE NW 1/4 OF SECTION 7		SHEET
T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY		4
H-08-07-200-015		OF 4
DATE: 07-13-16	CLIENT: CITY OF DEXTER	JOB# 0130-16-0040
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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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
Re: Purchase of Hand Held Meter Reader
Date: July 18, 2016

Meter reading in the City is done via a hand held electronic device. A staff member drives around the community with the device which picks up the signals from the MXUs at each individual meter. Our current device is 7 years old and is not currently functioning correctly. To read the meters at the end of June, we used a device borrowed from Etna. Staff is requesting approval to purchase a new hand held unit for \$8500. The new reader will have the ability to read barcodes, take photos of meters (which will be helpful to find meters in non-typical locations) and will have a longer range for reading the signals from the MXUs. The funds will come from water/sewer equipment budgets – 50% from water and 50% from sewer.



ETNA SUPPLY - GRAND RAPIDS
 529 32ND ST SE
 GRAND RAPIDS, MI 49548
 616 241 5414
 Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
07/06/2016	S101772411
ETNA SUPPLY 529 32nd St SE PO BOX 897 GRAND RAPIDS, MI 49548-2392 P-616 248 9182 F-616 245 9940	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CITY OF DEXTER
 8140 MAIN ST
 DEXTER, MI 48130-1092

DEXTER VILLAGE OF duplicate
 WATER PLANT
 8360 HURON STREET
 DEXTER, MI 48130

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
18258	QUOTE		Rolly Olney	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Melissa Gale		NET 25TH	09/01/2016	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	SENSUS FL6502-GB HHD TR/RR/M2 W/INTEGRATED GPS, BAR CODE SCANNER & CAMERA *Nonstock - Restock Policy Applies* Pn: 365579	7500.000/ea	7500.00	
1ea	SENSUS FL6001 COMMUNICATION STAND *Nonstock - Restock Policy Applies* Pn: 365581	0.000/ea	0.00	
1ea	SENSUS FLEXNET COMMAND LINK SMART POINT COMMAND LINK *****5396353704404***** Pn: 17367	0.000/ea	0.00	
1ea	SENSUS FIELD LOGIC SOFTWARE WALK BY HANDHELD (HHD-WALK BY) *** 5390714700007 *** *Nonstock - Restock Policy Applies* Pn: 370873	1000.000/ea	1000.00	

Taxes are not included!
See Terms and Conditions on our website
<http://www.etnasupply.com/tcquotation>

Subtotal	8500.00
S&H Charges	0.00
Amount Due	8500.00

Prices are firm for 51 days. Price subject to change after 51 days.

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

Re: Consideration of: Purchase of Dragonfly Sculpture

Date: July 18, 2016

Item Introduction

As a part of the 2015 Dexter Art Gardens temporary sculpture display, the Art Selection Committee and City Council unanimously vote to approve the installation of Pamela Reithmeier's "Balancing Act" in Mill Creek Park along the pathway down to the Creek. This sculpture has become known as the "Dragonfly Sculpture." Since its installation in August 2015, this sculpture has received praise from residents, Arts, Culture, and Heritage Committee Members, and City Council Members. With the temporary sculpture display ending in mid-August, "Balancing Act" will be slated for de-installation unless the City wishes to purchase the piece.

Pamela Reithmeier has listed the price of the sculpture at \$8,000; however, the City's agreement with the temporary art sculpture artists dictated that the City would receive a 30% commission from any work sold as a part of the temporary sculpture installation. Should the City wish to purchase the piece, the actual cost to the City would be \$5,600. Currently, the Arts, Culture, and Heritage Committee has a restricted account in the amount of \$8,061.90, which is intended to be used for permanent artwork.

At their meeting on July 5, 2016, the Arts, Culture, and Heritage Committee voted unanimously to recommend to the Art Selection Committee that they consider recommending to City Council the purchase of the Dragonfly Sculpture in an amount not to exceed \$5,600.

At the July 7, 2016 meeting of the Art Selection Committee, the Committee voted unanimously to recommend to City Council the purchase of the sculpture and for the sculpture to remain in its current location in Mill Creek Park.

Sculpture Information

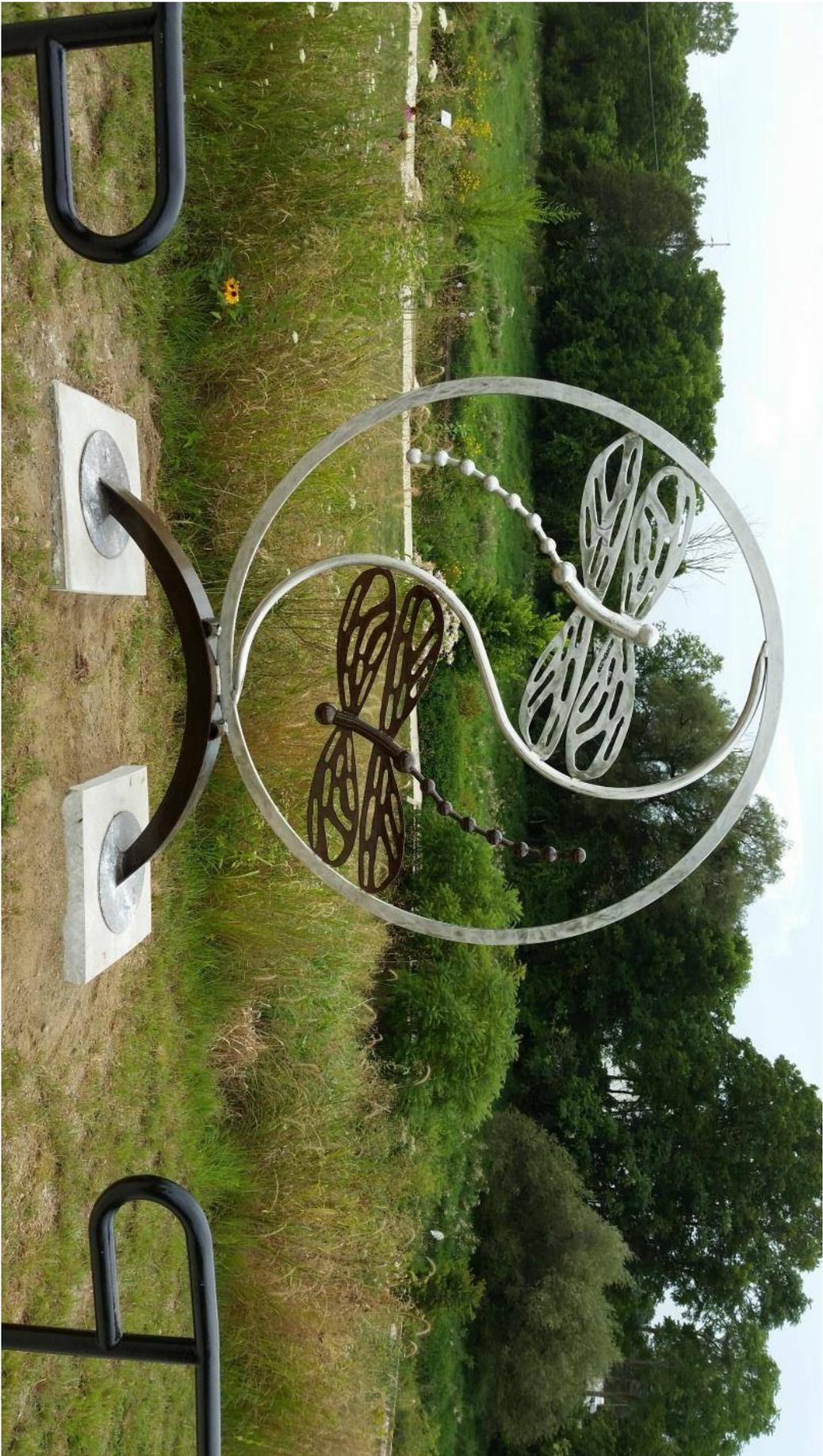
- The sculpture was created by Pamela Reithmeier in 2010. A copy of the artist's resume and Artist Statement are attached.
- The "Balancing Act" piece is complete and in its final form. It is made of steel and stainless steel, and has been specifically crafted for outdoor display.
- Photographs that illustrate the relationship of the artwork to the site have been provided.

- The dimensions of the sculpture are 6' (H) x 5' (W) x 15" (D)
- The concept has been presented to leave the sculpture in its current location in Mill Creek Park. The work has proven to be safe in its current location. If the location is the preferred location of the Committee, then no additional funds would be required to be put towards installation.
- The cost of the piece is \$5,600. The only maintenance cost associated with this piece would be occasional polishing.

Motion

The proposed motion is to (approve/ not approve) the purchase of the "Balancing Act" Sculpture from Pamela Reithmeier in an amount not to exceed \$5,600, and for the sculpture to remain in its current location in Mill Creek Park.





APPLICATION

Up to three original sculptures per entry.

Please complete form in its entirety. Return to River Gallery with resume and artist statement, CD with high resolution images, and self addressed stamped envelope if return of materials is requested. The title of each sculpture must be included in the image file name.

Mail to: River Gallery or email to: dexterartgardens@dextermi.gov

River Gallery (project coordinator)
Attn: Dexter Art Gardens
118 S. Main Street, Suite B / Chelsea, MI 48118 / 734.433.0826
fax: 734.433.1930

Artist Name PAMELA REITHMEIER
Address 10062 LAPLANTE RD
City MONCLOVA State OH Zip 43542
Phone: (419) 868-1878
email: pgreithmeier@aol.com
Website _____
Facebook: PAMELA REITHMEIER ARTIST

Sculpture #1
Title BALANCING ACT
Media STEEL + STAINLESS STEEL
Dimensions (HxWxD) 6' x 5' x 15'
Retail Price \$8000-
Date Created 2010

Sculpture #2
Title FOWL LANGUAGE
Media STEEL + PAINT
Dimensions (HxWxD) 7.5' x 4' x 14"
Retail Price \$2500-
Date Created 2015

Sculpture #3
Title _____
Media _____
Dimensions (HxWxD) _____
Retail Price _____
Date Created _____

Where did you learn about the "Dexter Art Gardens" Call for Entries?

Patti ~~SCHWARZ~~ SCHWARZ (L)

Pamela Reithmeier-Artist
10062 LaPlante Rd.
Monclova, OH 43542
419.868.1878
pgreithmeier@aol.com

Professional Education:

1977- Bachelors in Special Education and Elementary Education
University of Toledo

2000- Masters in Special Education
University of Toledo

2002-Present - Artistic Welding Curriculum
Owens Community College
Jim Havens, Instructor

Honors and Grants

2014-People's Choice Award, Sculpture in the Village, Gibsonburg, OH (*Dragonfly*)
2013-Past-Mayor's Award, Sculpture in the Village, Gibsonburg, OH (*Out on a Limb*)
2013-Semi finalist - Percent for the Arts, Bowman Oddy Project
2011-Mayor's Award, Sculpture in the Village, Gibsonburg, OH (*Thought*)
2010-Commission from Fremont City Schools, Fremont, OH (*Water Lily Reflection*)
2010-People's Choice Award, Sculpture in the Village, Gibsonburg, OH (*Balancing Act*)
2009-People's Choice Award, Sculpture in the Village, Gibsonburg, OH (*Water Lily Reflection*)
2008-People's Choice Award, Sculpture in the Village, Gibsonburg, OH (*Summer Solstice*)
2005-People's Choice Award, Sculpture in the Village, Gibsonburg, OH (*Monarch*)

Exhibitions:

2014- Midwest Sculpture Initiative:
Westerville Outdoor Sculpture Exhibit, Westerville, OH
Tecumseh Art Walk, Tecumseh MI
Valparaiso Outdoor Sculpture Exhibit, Valparaiso, IN
Adrian Art Discovery Outdoor Sculpture Exhibit, Adrian, MI
Contact- Kenneth M. Thompson
Midwest Sculpture Initiative
11993 E. US 223
Blissfield, MI 49228
517.486.4597

Sculpture in the Village, Gibsonburg, OH
Contact- Jim Havens 419.849.3048

Chelsea Sculpture Walk, Chelsea, MI
Contact- Patti Schwartz 743.433.0826

Chicago Sculpture Exhibit, Chicago IL. Contact Barbara Guttman
BG Advisors, Inc. 312.208.9591

2013- Dogwood Arts Festival - Art in Public Places, Knoxville, TN

Sculpture in the Village, Gibsonburg, OH

Chelsea Sculpture Walk, Chelsea, MI

Midwest Sculpture Initiative:
University of Toledo Outdoor Exhibit, Toledo, OH
Frankenmuth Main Street Art Walk, Frankenmuth, MI

American Gallery-6600 Sylvania Ave. Sylvania, OH.
Contact-Toni Andrews 419-882-8949

2012- Sculpture in the Village, Gibsonburg, OH

STEEL, Terhune Gallery, Owens Community College

Midwest Sculpture Initiative:
Tecumseh, MI Outdoor Sculpture Exhibit
University of Toledo Outdoor Exhibit

Chelsea Sculpture Walk, Chelsea, MI

2011- Sculpture in the Village, Gibsonburg, OH

Midwest Sculpture Initiative:
Hastings, MI Outdoor Sculpture Exhibit

American Gallery
Artists and their Studios Exhibit
Contact-Toni Andrews
419.882.8949

2010- Sculpture in the Village, Gibsonburg , OH

Midwest Sculpture Initiative:
Hastings Outdoor Sculpture Exhibit
Merridian Township, MI Outdoor Sculpture Exhibit

2009- Sculpture in the Village, Gibsonburg, OH

Midwest Sculpture Initiative:
Tecumseh, MI Outdoor Sculpture Exhibit

2008- Sculpture in the Village, Gibsonburg. OH

Perrysburg Area Arts Council Outdoor Exhibition, Perrysburg. OH
Contact-Perrysburg Area Arts Council 419.931.9399

2007- Sculpture in the Village, Gibsonburg, OH

2006- Sculpture in the Village, Gibsonburg, OH

Terhune Gallery, Owens Community College

2005- Sculpture in the Village, Gibsonburg, OH

Contact- Jim Havens 419.849.3048

Terhune Gallery, Owens Community College

Professional Affiliations:

2008-Present- Toledo Art Museum member

2009-Present- Toledo Area Sculptures Guild

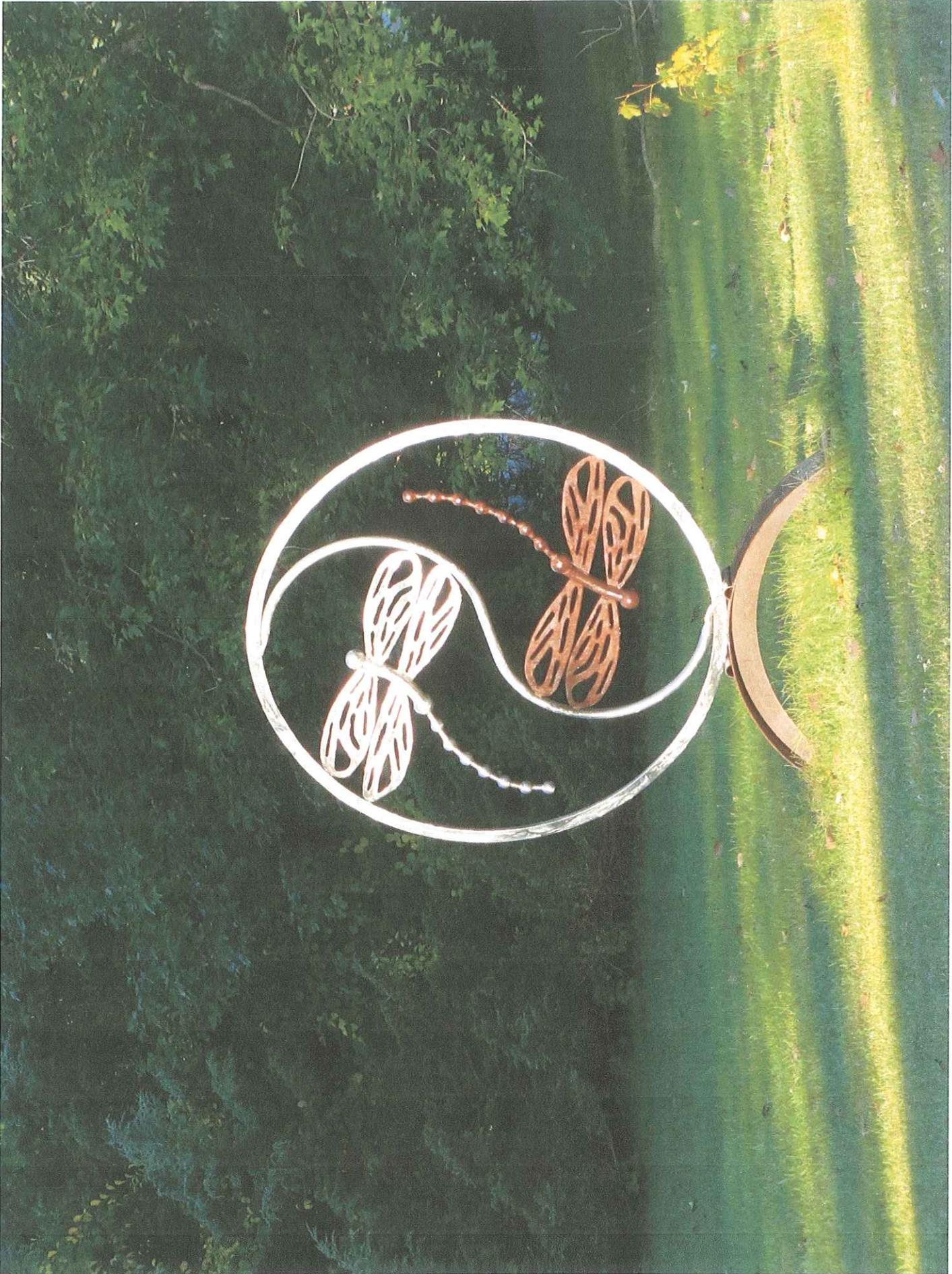
2011-Present- President of the Toledo Area Sculptures Guild

Artist Statement:

I have found I am drawn to making sculptures using objects from nature and take pleasure in the balance and repetition of shape. I particularly enjoy the permanency and strength of steel. The smile I see when my art is viewed makes me the most happiest.

Artist Biography:

Pamela Reithmeier was born and raised in the Toledo, OH area. She has a Masters in Special Education from The University of Toledo and has retired after teaching for 34 years. Pam started sculpting in 2002 under the tutelage of James Havens at Owens Community College. She has won various awards for her artwork. Her sculptures have been on display in galleries and juried shows throughout Ohio, Michigan, Tennessee, Indiana and Illinois. In addition, Pam has sculptures in private collections as well as a commissioned piece located at Fremont Middle School, Fremont, OH. Pamela uses both salvaged and new materials in her artwork. She is currently president of the Toledo Area Sculptures Guild.



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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
Re: Employment Agreement
Date: July 19, 2016

Attached for Council's review is the City Manager Employment Agreement. Technically it expired on June 30, 2016. We had chosen this date to coincide with the beginning of the fiscal year; however I forgot to have it placed on an agenda at that time. The only update, besides changing the dates, is recognition of the 2.5% salary increase that was included in the budget. The term of the agreement is set at one year.

EMPLOYMENT AGREEMENT
201~~6~~5
CITY MANAGER
CITY OF DEXTER

This is an Employment Agreement (the “Agreement”), made and entered into on ~~September 28, 2015~~ July 23, 2016 by and between the City Council of Dexter, State of Michigan, a Home Rule City, hereinafter called “Employer” or “Council” as party of the first part, and Courtney Nicholls, hereinafter called “Nicholls” as party of the second part.

WHEREAS, It is the desire of the employer to employ Nicholls as City Manager of the City of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Nicholls desires to accept employment as City Manager of the City of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES

Ms. Nicholls agrees to serve the City of Dexter in the manner and according to the duties and responsibilities prescribed for the City Manager by the Mayor, the City Charter, the City Ordinances, and resolutions of the City Council and by Law.

SECTION 2 TERM OF EMPLOYMENT

- A. Nicholls agrees to remain in the employ of the Employer until her termination date. The term of employment under this Agreement will commence September 8, 2014. The current term of employment under this Agreement will continue to June 30, ~~2016~~ 2017, at the pleasure of the Employer.
- B. In the event written notice of termination is not given by either party of this Agreement 30 days prior to its expirations date as hereinafter provided, the Agreement shall be extended on the same terms and conditions as herein provided, for an additional period up to one year.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Nicholls. Nicholls may be suspended, terminated and /or removed by affirmative vote of the majority of the members of the Council for any reason or no reason, and with or without cause, as determined by the Council.
- D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Nicholls to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION

Employer may suspend Nicholls with pay and benefits at any time during the term of this Agreement for any reason or no reason, with or without cause, and for any period of time, upon an affirmative vote of the majority of the members of the City Council.

SECTION 4 TERMINATION AND SEVERANCE PAY

In the event Nicholls is terminated by the Council without stated cause before expiration of this Agreement and during such time that Nicholls is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Nicholls a lump cash payment equal to three months salary during the first year; five months salary during the second year; six months salary during the third year and subsequent years of employment. Nicholls shall also be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Nicholls is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and / or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe, is true, and / or [3] the willful and habitual failure to perform duties and responsibilities in the manner prescribed by the Council.

SECTION 5 RESIGNATION

In the event Nicholls voluntarily resigns her position with Employer before expiration of this Agreement, then Nicholls shall give Employer thirty (30) days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY

Employer agrees to pay Nicholls for her services, rendered pursuant hereto, an annual base salary of ~~\$74,825~~76,696 (effective July 1, ~~2015~~2016), payable in installments at the same time as other management employees of the Employer are paid.

In addition, Employer agrees to review said base salary and/or benefits of Nicholls on the basis of an annual performance review of Nicholls prior to the end of the fiscal year, with the next review scheduled for April ~~2016~~2017. The City Manager position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION

The Council will review goals and evaluate the performance of Nicholls once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Nicholls, which may be added to or deleted from as the Council sees fit. Further, the President and the City Council shall provide Nicholls with a summary of the Council's evaluation of performance and provide an adequate opportunity for Nicholls to discuss the evaluation with Council.

Annually, Council and Nicholls shall define the goals and performance objectives that they determine necessary for the proper operation of the City of Dexter and in the attainment of the Council's objectives. The Council working with Nicholls shall also establish priority among those various goals and objectives and attempt to reasonably ensure they are attainable within the annual operating and capital budgets adopted by the Council.

SECTION 8 FRINGE BENEFITS

Vacation Time - Nicholls shall be credited with twenty [20] days vacation leave annually on her anniversary date. In the event that Nicholls does not complete the year her vacation time will be prorated. The balance available will be determined by the total days received annually divided by 12 months, which is accrued on the first day of each month. Vacation time will be used in the year accrued except that five [5] days may be carried forward to the next year.

Sick Time - Nicholls shall receive twelve [12] days sick leave each year. Sick leave may be accrued and carried forward equal to the number of days needed to cover a 3-month period of disability. Nicholls may accumulate a maximum of 520 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the City. Accrued sick leave hours will not be paid out under any other circumstances.

Insurance Benefits – Except as otherwise provided in this Agreement, the Employer agrees to provide Nicholls the comprehensive health, dental, life (\$50,000) and short term disability insurance, under the same plans as apply to other non-bargaining Department Heads of the Employer. The health insurance plan provided to non-bargaining employees will include options for a combination of deductibles paid by the employee and/or premium co-payments from payroll, which is subject to change at the discretion of the City.

In the event Nicholls elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Nicholls in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of \$3,500.00.

Retirement – The Employer agrees to contribute to the MERS defined contribution program for Nicholls at a rate of 4% of salary, with an additional 1% of salary directed to ICMA.

SECTION 9 PROFESSIONAL DEVELOPMENT

- a. Professional Growth: The City agrees to pay for travel and subsistence expenses of Nicholls for courses, institutions, and seminars that are necessary for her professional development and for the good of the City, as authorized by the Mayor, and limited only by the employer's budget.

SECTION 10 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Nicholls' employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the America Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrate under this section except for claims that the arbitrator will be borne by the Employer and Nicholls equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

SECTION 11 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Nicholls against any tort, professional liability claim or demand or other legal action to the extent provided for under the City's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of employment and in the good faith performance of Nicholls' duties as City Manager.

SECTION 12 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Nicholls under any law or ordinance.

SECTION 13 OTHER TERMS AND CONDITIONS

The Council, in consultation with Nicholls, shall fix any such other terms and conditions of Nicholls' employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any law.

SECTION 14 REPRESENTATION OF EMPLOYER

Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

SECTION 15 SEVERABILITY

Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

SECTION 16 NOTICES

Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Mayor 8140 Main St. Dexter, MI 48130	Nicholls' Address: 287 Victoria Dexter, MI 48130
--------------------------------------------	--------------------------------------------------------

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

SECTION 17 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

SECTION 18 BINDING NATURE, NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Nicholls' respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The City of Dexter has caused this Agreement to be signed and executed on its behalf by the Mayor, the day and year written above.

Courtney Nicholls
City Manager

Date

Shawn W. Keough
Mayor

Date

| Approved by City Council at their regular meeting on _____, ~~2015~~2016