

3. First Street Park Project – Sara Pizzo and Yuchen Ding

Ms. Pizzo and Mr. Ding were present to report on the First Street Park Project, the Open House at the Park, and the stakeholder input. The following questions were asked:

Question – How did you identify residents taking the survey? (The respondents were asked if they were City residents.)

Question – What was the breakdown of those attending the Open House? (10 were residents and 5 were Dexter Ringers.)

Question – How many surveys have you received? (Over 40)

Question – What other uses of the Park have you looked at? (We are looking at a possible Dog Park and walking trails.)

Question – How do you prevent near-do-wells from making use of the Park? (The use of proper lighting and checks by the Sheriff's Department could be used.)

Question – Have you talked to the DPW staff about Park maintenance? (We have not as yet talked to them, but will look into the costs involved.)

Question – When will we see the final presentation? (In January)

E. APPROVAL OF THE AGENDA

Motion Fisher; support Smith to approve the agenda as presented.

Unanimous voice vote approval with Council Member Carson absent.

F. PUBLIC HEARINGS

None

G. NON-ARRANGED PARTICIPATION

James Varblow, from Boy Scout Troop 448, introduced himself and state he was attending the meeting to work on his Citizenship Badge, and he is working on his Eagle Project.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar

I. REPORTS

1. Finance Director/Treasurer – Marie Sherry

Ms. Sherry submits her written report as per packet. Ms. Sherry gave the following updates and answered questions.

- We are over \$1 million in the OPEB (Other Post-Employment Benefits) account.
- Question – How did the property tax collection rate fare? (It was about the same as in the past.)
- Question – Are credit card fees paid by the person charging or the City? (They are paid by the person charging.)
- Question – Is there an update on how the State will be paying the personal property tax? (We should get a check in November, but do not know how much that will be.)

2. Public Services Superintendent – Dan Schlaff

Mr. Schlaff submits his written report as per packet. Mr. Schlaff gave the following updates and answered questions:

- The old ferric tank was removed today.
- Hydrant flushing was completed on Friday (October 21).
- Question – When will the hydrant replacement on Huron River Drive take place? (We will replace four on November 11 and cap one.)
- Question – When will the Shield Road main replacement happen? (We have a construction meeting this week to talk about this.)
- What will the repair cost be for the screw pump? (We did have a representative from the company come but do not have a cost. We do know what needs to be done for repairs.)
- How is the sidewalk contractor doing? (They are doing a pretty good job and they communicate well.)
- How is NUBCo doing? (They are doing well and we think the Cambrian system will be up and running soon.)

3. Community Development Manager – Michelle Aniol

Ms. Aniol submits her report as per packet. Ms. Aniol gave the following updates and answered questions:

- I have a request for a pre-application meeting for 2830 Baker Road and they are looking to do this prior to the Planning Commission meeting. The developers have submitted a variance for a landscape buffer as it does not appear to have enough room. This will go to ZBA.
- I will be at the annual planning conference this week.
- Question – When will the pre-application meeting for the Baker Road property be held? (On November 7.)

4. Boards, Commissions. & Other Reports-“Bi-annual or as needed”

Washtenaw County Sheriff – September Written Report

- Ms. Nicholls reported on graffiti on the Border to Border Trail near the Troll stature and at Grand Street. The DPW was able to power wash the areas.
- Today there was a bank robbery at the PNC branch on Jackson Road. I have an update that the robber was caught in Ypsilanti.

5. Subcommittee Reports

None

6. City Manager Report

Ms. Nicholls submits her report as per packet. Ms. Nicholls gave the following updates:

- The City has been working with Tom Covert on the Luminary Project. TCF has set up an account and there is a Go Fund Me page. The goal is to distribute the luminaries into the subs as well as the old part of the City.
- I have spoken with Scott Thomas about renewing the contract at Hotel Hickman.
- The Facilities meeting was going to be November 21, but now there will be a ZBA meeting. We will need to reschedule the Facilities meeting.
- We are looking for another intern for the City Office.

7. Mayor's Report

Mr. Keough submits his report as per packet. Mr. Keough gave the following updates and answered questions:

- Mayor Keough spoke about the Grandview Commons Brownfield Redevelopment Plan Committee from the DDA and the direction they are leaning toward for this development.
- I met with Rob Toth of Dexter Research regarding the issuance of manufacturing bonds for new development of his business.
- I spoke to the Senate Finance Committee in opposition to Senate Bill 960.
- Foremost Developers have provided another pro forma for 3045 Broad Street, but we haven't communicated back with them yet.
- There was no new business at the October DDA meeting. Bond payments were made.
- The Dexter Area Fire Board is looking at some changes to the interlocal agreement.
- The Facilities Committee did meet on Friday (October 21). There are additional materials for you Facilities binder on the table.
- Question – Was there any talk at the DAFD meeting about revenue? (No)
- Question – How was your meeting with State Senator Hume? (He was shocked at first to see us on Tuesday, October 18, but more receptive on Wednesday. We talked to various people about Senate Bill 960 and shared our feelings about this bill.)

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$108,743.97
2. Consideration of: Road Closures for Holiday Hustle on December 10, 2016

Motion Fisher; support Tell to approve items 1 and 2 of the Consent Agenda.

Unanimous voice vote approval with Council Member Carson absent.

K. OLD BUSINESS-Consideration and Discussion of:

None

L. NEW BUSINESS-Consideration and Discussion of:

1. Consideration of: Contract with Bio Tech for Sludge Hauling

Motion Fisher; support Smith to approve the 5 year contract with Bio Tech at a rate of \$0.0390 per gallon for years one, two and three and a rate of \$0.0398 for years four and five.

Ayes: Michels, Knight, Smith, Tell, Fisher and Keough

Nays: None

Absent: Carson

Motion carries

2. Discussion of: Annexation Request from 8180 Main

Ms. Aniol explained the issues involved with the annexation of the property at 8180 Main Street and the site plan for the project due to it being in two different jurisdictions. She also mentioned the issuance of a liquor license from Webster Township and the possibilities of annexing the entire property into the City.

- Question – In regards to the liquor license, who has the jurisdiction for the license? (It would go with the address. We are still waiting to hear more details from the Liquor Control Commission (LCC). The property owners have no issue with annexation, but need to check into more details from the LCC.)
- Question – Who will make the determination on the zoning of the property? (City Council will determine the proper zoning.)
- Question – What would happen if the LCC does not see the owner’s point of view on annexation and transferring of the license? (That would probably alter our development plan.)

3. Discussion of: Senate Bill 960

We are now in a waiting game with the Senate Finance Committee as they are off until November 9. There is opposition to this bill across the boards. Discussion followed.

M. COUNCIL COMMENTS

Tell None

Fisher None

Jones At the last Council meeting, Council Member Michels asked the question if Dexter has a sister city. Ofterdingen, Germany is our sister city. It is a small town of about 4500 in Germany, not far from the university town of Tubingen which is Ann Arbor’s sister city.

Smith If you have any question about the facility documents please let me know.

Knight I also received an email about the safety concern of the area that has been dug out for the stature placement in Lion's Park.
Michels It is good to have discussion about sidewalks and have someone come to us with ideas. Would anyone be interested in renewing our relationship with Ofterdingen, Germany?
Carson Absent

N. NON-ARRANGED PARTICIPATION

Michelle Aniol, Community Development Manager for Dexter, announced that she and her husband have made an offer on the lot at the corner of Hudson and Third and their offer was accepted. They will be building and will become residents of Dexter.

O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS AND PENDING LITIGATION IN ACCORDANCE WITH MCL 15.268

Motion Fisher; support Smith to move into Closed Session for the purpose of discussing labor negotiations and pending litigation in accordance with ML 15.268 at 9:25 PM.

Ayes: Tell, Michels, Smith, Fisher, Knight and Keough
Nays: None
Absent: Carson
Motion carries

Motion Smith; support Fisher to leave closed session at 10:00 PM.

Ayes: Fisher, Michels, Knight, Smith, Tell and Keough
Nays: None
Absent: Carson
Motion carries

Motion Michels; support Fisher to instruct staff to proceed as discussed in closed session relative to the pending litigation.

Ayes: Smith, Michels, Fisher, Tell, Knight and Keough
Nays: None
Absent: Carson
Motion carries

P. ADJOURNMENT

Motion Smith; support Knight to adjourn at 10:01 PM.

Unanimous voice vote approval with Council Member Carson absent.

Respectfully submitted,

Carol J. Jones
Interim Clerk, City of Dexter

Approved for Filing: _____

Meeting Calendar

Agenda: 11/14/2016
Item: H-1

Board	Date	Time	Location	Website	City Representative
CAPT/DART - As Needed	11/9/2016	7:00 p.m.	TBD	http://www.ewashtenaw.org/	Jim Carson
Dexter Area Chamber of Commerce	11/9/2016	5:30 p.m.	Payroll Vault, 7444 Ann Arbor St.	http://www.dexterchamber.org/	Julie Knight
Gateway Initiative (Big 400)	11/11/2016	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Community Schools Board of Education	11/14/2016	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter City Council Work Session	11/14/2016	6:00 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Dexter City Council	11/14/2016	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Farmers Market/Community Garden Oversight	11/15/2016	5:30 p.m.	City Offices	http://www.dextermi.gov	Julie Knight
Parks and Recreation Commission	11/15/2016	7:00 p.m.	City Offices	http://www.dextermi.gov	Ray Tell
Washtenaw Area Transportation Study - Policy	11/16/2016	9:30 a.m.	Washtenaw County LRC, Huron Room	http://www.miwats.org/	Jim Carson
Dexter Area Fire Board	11/17/2016	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Shawn Keough/Jim Carson
Downtown Development Authority	11/17/2016	7:30 a.m.	Dexter Senior Center	http://www.dextermi.gov	Shawn Keough
Zoning Board of Appeals - As Needed	11/21/2016	7:00 p.m.	Dexter Senior Center	http://www.dextermi.gov	Zach Michels
Western Washtenaw Area Value Express	11/22/2016	8:00 a.m.	Catherine Crippen Building	http://www.ridethewavebus.org/	Jim Carson
Dexter Community Schools Board of Education	11/28/2016	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter City Council	11/28/2016	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	

Due to the possibility of cancellations, please verify the meeting date with the listed website or City representative

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**WEBSTER TOWNSHIP
PUBLIC HEARING NOTICE**

**PRELIMINARY SITE PLAN REVIEW for
Mill Creek Outdoor Adventure
At 8180 Main Street, Dexter MI 48130**

The Webster Township Planning Commission will hold a Public Hearing on Wednesday, November 16, 2016, at 7:00 PM at the Webster Township Hall, 5665 Webster Church Road, Dexter, MI, to consider the preliminary site plan review application of Mill Creek Outdoor Adventure, which proposes construction of a 6,320 sq. ft. kayak livery and indoor/outdoor beer garden at 8180 Main Street Dexter, MI, 48130.

The application and preliminary site plan is available for public inspection at the Township Hall during normal business hours (Monday – Thursday, 8:00 AM. to 4:00 PM).

Verbal comments may be heard at the hearing.

Email comments must be sent to administrator@twp.webster.mi.us and must be received by 4:00 PM, Wednesday, November 16, 2016.

Written comments must be received at: 5665 Webster Church Road, Dexter, MI 48130 by 4:00 PM, Wednesday, November 16, 2016.

Those with disabilities must notify the Township Clerk no less than seven (7) days prior to the meeting so that accommodations may be furnished to satisfy their disability and allow for meaningful attendance.

Rob Mitzel
Webster Township Planning Commission Chairman
Posted: October 20, 2016
Published: October 26, 2016

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DPW

- Meeting with GM and Sons
- Put leaf box in truck
- Picked up leaves
- Put new LED lights on bucket truck
- Ordered Christmas supplies
- Met with school representatives about brush
- Helped with benches at Lions Park
- Pre-construction meeting for 8080 Grand
- Sidewalk inspections and progress meeting
- Hung Banner
- Helped WWTP pull 2 flags of sidewalk
- Fixed photocell behind Hotel Hickman's
- Converted light at DPW to LED
- Worked on spillway at 5th Street
- Ground stumps
- Swept throughout City
- Cleaned up downtown
- Fixed hydraulic fittings on bucket truck
- Fixed strobe light on GMC
- Took AutoMark machine to City Office
- Retrieved picnic table from behind shop
- Picked up bench in Monument Park
- Changed buckets on backhoe
- Fixed Pedestrian Crossing sign that was run over by combine
- Fixed toe catch on Parkridge
- Trimmed trees in Peace Park
- Worked on Christmas lights
- Serviced GMC
- Fixed strobe light on 1-ton
- Made stands for art signage
- Cleaned catch basins

WATER

- Backwash 10/20/2016 - 62,500 gals, 10/27/2016 - 61,500 gals, 11/03/2016 - 61,500 gals
- Morning rounds
- Reads (final, beginning, NUBCO)
- Read all meters and out of 2,300 there are only 4 that could not be read
- Miss Digs - 24
- Meeting for 8080 Grand
- Lowered D-box
- Depth at well 5: 10/17/2016 - 28.3, 10/25/2016 - 27.8
- The average water use for the week of 10/17 to 10/23 was 0.424 MGD
- The average water use for the week of 10/24 to 10/30 was 0.368 MGD
- The average water use for the week of 11/1 to 11/5 was 0.347 MGD
- Inspected Well Heads at Ryan Dr
- Arsenic testing at Ryan Dr
- Raised shut off
- Meter install - 2
- MXU install - 3
- Turned water off and back on at 7216 Wilson for repair.

- Meter verification work orders - 2
- Meeting for water main project on Shield Rd
- Meeting with contractor on the Hydrant replacement project
- Completed hydrant flushing
- Repaired two service hydrants
 - Grand/Inverness
 - Katherine Way
- Extended curb stop on Wilson
- Notices delivered 10-26-16 to effected parties for
 - Huron River Drive hydrant project
 - Expected start date of 11/11/16
 - Under boil water notice till testing confirms safe
- Rick attended two-day water training course for S-4 D-4 exam
- Todd D-4 S-3 exam
- Bob D-2 S-3 exam
- Rick D-4 S-4 exam
- Serviced hydrant pumps
- Submitted H2O monthly operating report
- City services repaired Mueller hydrant on Grand St.
- Water turn on for 8080 Grand St.

Approximately one month ago, Alpha Coney restaurant complained about the taste of their water. Eric and Tim met with owner at Alpha Coney 2 times last month. This past week Dan attempted to meet with the owner 4 times, but was only was able to leave messages for the manager to contact him. Dan finally connected with the Manager today (Nov 7th) and Manager has agreed to let us in this week. We feel their problem is internal, but Dan will personally check the levels this week. If levels are not abnormal, we will recommend Advanced Water Treatment in Hamburg to come out to service their water softener and ice machine. Please note: Eric and Tim suggested at the initial meetings that they should get their water softener and ice machine checked. Dan spent time locating a company that would come check these items with no service call charge.

WASTE WATER

- Kennedy performed Lift station pump preventative maintenance and assessment
 - WWTP secondary scum pump seal fail
 - A-tank pump station removed 2X4 from pump #1 impeller
- Work with F&V on blower presentation for process seminar
- Final Bio solids contract and memo for council
- Received references for replacement WWTP headworks grinder from Hamlett Environmental
- Decant secondary digester to WWTP 26,000gal
- Kennedy on site to review 2 ½ year old scum pump failure
 - Covering seal repair cost 50% at Kennedy facility
 - Staff pumping pit with portable during repair
 - Pump repaired and installed on 11-1
- Bio Tech scheduled to begin hauling week of November 7th
- Call in Sewer complaint 3625 Cushing Ct.
 - Up and down stream man holes flowing good
 - Resident called Roto Rooter to check service lead
- Turned on heat to main building
- Exercised Hoffman blowers
- Digester pressure relief valve maintenance
 - Secondary selector failed both sides active
 - Will address after sludge haul
- Clarifier drive maintenance
 - #3 had water in oil
- Monthly chemical feed pump maintenance

- Plugged hole in Dexter Crossings lift station control cabinet
 - Stop entry of bees and moisture
- Replaced door hinges on Huron lift station control cabinet
- Received chlorine and bisulfite deliveries
 - Chlorine tested at 17% during delivery
- Ordered ferric chloride totes
 - anticipate tank completion end of February 2017
 - need at least one more tote order in January before going to bulk
- Housekeeping picked up/organized tool and operations rooms
- Industrial pollution prevention required sampling
 - monthly IPP reports
 - waiting for 3rd party monitoring report
- Prep WWTP monthly operating report still needs to be submitted
- Service WWTP roof top HVAC unit
- Removed side walk and raised man hole on Webster Dr
 - side walk to be replaced by contractor already in area
- Installed replacement lock on West Ridge lift station control cabinet
- Eric B Waste Water Exam

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OFFICE OF COMMUNITY DEVELOPMENT

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

STAFF REPORT

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

From: Michelle Aniol, Community Development Manager

Date: November 14, 2016

Planning Commission Updates

- 8180 Main Street, Mill Creek Outdoor Adventure Center: The Planning Commission determined that commercial outdoor recreation uses, such as a canoe/kayak livery, should be a special land use in the VC Village Commercial Zoning District. The Planning Commission will consider a text amendment to Article 15, Section 15.03, Special Land Uses, to add commercial outdoor recreation uses, such as such as, but not limited to, canoe/kayak/liveries, concession stands, swimming pools; provided that any necessary facilities or accessory buildings, structures or uses are constructed and located so as to cause minimal encroachment and/or intrusion upon any natural resource area, and to minimize any negative effects on adjacent residential properties, as a special land use.

Staff has updated the timeline for this project, as follows:

<p>November 2016 Action by City Council RE: Request to annex Scio Twp. portion of 8180 Main St</p>
<p>December 5, 2016 Planning Commission conducts public hearing to consider text amendment to Article 15 Action by Planning Commission: Recommendation to City Council</p>
<p>December 12, 2016 Action by City Council regarding recommended text amendment to Article 15</p>
<p>December 21, 2016 Notice of Adoption of Text Amendment published</p>
<p>December 29, 2016 Text Amendment becomes effective</p>
<p>January 3, 2017 Planning Commission considers special land use for tavern and outdoor eating area and preliminary site plan for proposed outdoor recreation center, tavern and outdoor eating area Action by Planning Commission: Recommendation to City Council</p>
<p>January 9, 2016 Action by City Council RE: Recommendation on special land use for tavern and outdoor eating area and preliminary site plan for proposed outdoor recreation center, tavern and outdoor eating area</p>
<p>March 6, 2017 Planning Commission considers Final Site Plan for proposed outdoor recreation center, tavern and outdoor eating area Action by Planning Commission: Recommendation to City Council</p>
<p>March 27, 2016 Action by City Council RE: Recommendation on Final Site Plan for proposed outdoor recreation center, tavern and outdoor eating area</p>

- The Planning Commission conducted a public hearing to consider the following text amendments to the zoning ordinance:

- Article II, Definitions, Section 2.02, Definition, Lot Coverage

Section 2.02, Definitions, Lot Coverage: The part or percent of the lot occupied by ~~a building~~ buildings and/or structures, including accessory buildings and structures, such as, but not limited to decks, stairways, porches, breezeways and swimming pools.

Following the public hearing, the Planning Commission voted 8-1 to recommend that City Council adopt the text amendment.

- Article XVII, RD Research and Development District, Essential Services

Section 17.02, Permitted Principal Uses

17. Essential Services

1. Essential Services, as defined in Article 2, shall be permitted as authorized and regulated by franchise agreements and federal, state and local laws and ordinance, it being the intention of this Ordinance to permit modification to regulations governing lot area, building or structure height, building or structure placement, and use of land in the city when strict compliance with such regulations would not be practical or feasible.
2. Although essential services may be exempt from certain regulations, proposals for construction of essential services shall still be subject to site plan review, as set forth in this Ordinance, as the intention of the city is to achieve efficient use of the land and alleviate adverse impact on nearby uses or lands. Essential service shall comply with all applicable regulations that do not affect the basic design or essential operation of said services.

Following the public hearing, the Planning Commission voted unanimously to recommend that City Council adopt the text amendment.

These two amendments will be on the Council's November 28, 2016 agenda.

- The Planning Commission will consider a text amendment to Section 3.17, Fences, during a public hearing on December 5, 2016. The purpose of the text amendment is to require a certified boundary survey with fence applications, and eliminate the requirement for written consent from all adjacent property owners, when a fence is proposed to be located on a property line.

Grandview Commons Brownfield Plan Update

- City staff and consultants, and the mayor met with the applicant (Steve Brouwer and Allison Bishop) regarding the issue of phased demolition of the existing industrial building. The applicant's intent to demo the existing building in phases was not clearly communicated, verbally or on the Area Plan, prior to Planning Commission review and recommendation, and City Council action. Consequently, an amendment to the Approved Area Plan would be necessary, if the applicant wished to pursue phased demolition. Staff presented a timeline for the amendment review process. Unfortunately, the timeline would not work for the applicant. Thus, the applicant made the decision not to demo the building in phases. He committed to demolishing the building in phase one, with the building foundation being removed in phases 2 and 3, due to environmental conditions.

The Planning Commission will consider the revised Final Site Plan during a special meeting to be scheduled before Thanksgiving.

2830 Baker Road Pre-Application Meeting

- Allison Bishop, on behalf of SPB Equities II, LLC, presented a preliminary site plan for a potential redevelopment project, at 2830 Baker Road (a/k/a The Alley). The plan calls for general office uses and accessory storage, demolition of portions of the existing building, removal of concrete,

asphalt and gravel areas and removal of the southern driveway. Proposed improvements include, construction of a 2,567 sq. f.t addition to the rear of the building, new concrete curb and gutter, drive aisle and on-site parking adjacent to the north of the building, landscaping, lighting, dumpster, stormwater management system, concrete sidewalk, new brick and stone exterior elevations, and public utility upgrades. The site is zoned C-1, General Business District. General office uses, along with their accessory storage areas is a permitted use in the C-1 District. A copy of the proposed elevation plan is provided in your packet envelope.

The applicant has also submitted an application for a variance from Article VI, Landscaping, due to practical difficulties associates with the property. The ZBA will conduct a public hearing on Monday, November 21, 2016 to consider the following:

- A variance from the buffer strip required per Section 6.06, pursuant to Section 6.05, Buffer, for approximately 195 feet, along the north property line, and
- A variance from the 10 foot minimum buffer zone and minimum plant material requirement of 1 ornamental and 1 evergreen tree every forty (40) lineal feet, along 195 feet of the north property line, and 5 upright shrubs per each thirty (30) lineal feet, along 195 feet of the north property line, rounded upward, pursuant to Section 6.06, Landscaping Between Land Uses, Buffer Zone A, for a C-1 General Business Use Adjacent to a Commercial District Use.

Miscellaneous Updates

- Peters Building Company submitted an application for a Major Amendment to the Dexter Crossing PUD Area Plan on Monday, November 7th. The applicant is requesting an increase in maximum lot coverage for units 66, 112, 126, and 195, in Phase 3. The Planning Commission will consider the request during a public hearing at its December 5, 2016 meeting.
- The RFQ Committee is scheduled to meet with Foremost Development on Wed, November 9th. Mayor Keough will provide details in his report to Council.

Enforcement Updates

- On October 31, 2016, the City's Code Enforcement Attorney filed the following petitions with the 14A-3 District Court for Washtenaw County:
 1. Notice of Hearing and Petition to Enforce Judgment and Abate Nuisance. This is a public nuisance case regarding the property at 7555 Ann Arbor Street. A judgment for the City would allow the city to enter the property to remove two (2) unlicensed and inoperable vehicles, and the cost associated with this action would be placed on the tax roll, as a special assessment.
 2. Petition for Enforcement of City Ordinance. This is a public nuisance case regarding property at 3536 Dover Street. A judgment for the City would allow the city to enter the property to abate the nuisance presently existing, and the costs associated with this action would be placed on the tax roll, as a special assessment. The property owner has been working with the local church and there is some mitigation that has been taken to abate the nuisance presently existing. However, the nuisance has not been completely abated, and the unlicensed/inoperable car in the back yard has not been moved.

Court dates for both these cases has been set for December 5, 2016.

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DEXTER AREA FIRE DEPARTMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF DEXTER, DEXTER TOWNSHIP and WEBSTER TOWNSHIP (hereinafter referred to individually as "PUBLIC AGENCY") all being Michigan municipal corporations in the County of Washtenaw, Michigan in consideration of the undertaking of the Public Agencies unto each other.

WITNESSETH:

WHEREAS, each Public Agency is authorized by state law to exercise jointly with each other public agency any power, privilege or authority which said agencies share in common and which each might exercise separately (1967 Ex Sess P.A. 7: MCL 124.501 et. seq., MSA 5.4088 (1) et seq.; 1951 P.A. 35, MCL 124.1 et. seq.; MSA 5.4081 et. seq.); and

WHEREAS, a village is authorized by state law to provide for fire protection, establish and maintain a fire department (1895 P. A. 3, Chapters VII and X, as amended, MCL 67.1 et. seq., MSA 5.1285 et. seq.; MCL 70.1 et. seq., MSA 5.1397 et. seq.) and a general law township is authorized by state law to provide for fire protection, establish and maintain a fire department (1945 P.A. 246 as amended, MCL 41.181, MSA 5.45 (1); 1951 P.A. 33 as amended, MCL 41.801 et. seq., MSA 5.2640 (1) et. seq.); and

WHEREAS, the Public Agencies, acting jointly, are authorized by state law to enter into an interlocal agreement to establish, maintain and operate a fire department and appropriate monies therefore from general or contingent funds, and/or specially assess the costs thereof against the lands benefited thereby in their respective jurisdictions (1967 EX Sess P.A. 7, as amended, MCL 124.501 et seq., MSA 5.4088 (1) et seq.; 1951 P.A. 33, MCL 41.801 et seq., MSA 5.2640 (1) et seq.); and

WHEREAS, the Public Agencies are authorized to operate an ambulance service and enter into interlocal agreement to furnish such service and defray all or part of its cost by either collecting fees for service or levying special assessments with voter approval, and such service may be in connection with fire protection service (MCL 333.20346, MSA 14.15 (20346); MCL 41.711, MSA 5.160); and

WHEREAS the Public Agencies deem it to be in the best interests of their citizens to jointly establish and maintain a fire department, and to make certain transfers of functions and responsibilities and enter into an interlocal agreement on the terms and conditions hereinafter set forth, under the authority of said statutes;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I

Purpose

There is hereby established by concurrent resolution of the Public Agencies hereto a fire department which shall be known as the DEXTER AREA FIRE DEPARTMENT (hereinafter "Department") The center of operations and control of the Department shall be located in the City of Dexter with substation(s) being subsidiary thereto. The Department shall have the

functions and responsibilities for providing such firefighting and extinguishing protection, to include without limitation, hazardous materials transportation emergencies, and such rescue, extraction and emergency medical treatment as shall be necessary or proper to protect the persons and property within the Public Agencies in accordance with the provisions hereinafter set forth.

ARTICLE II

Service Area

The geographical area to be serviced by this agreement is set forth in Exhibit "A", attached hereto and made a part hereof. The Fire Administration Board shall be authorized to amend the geographical area to be serviced, provided that such amendment is consented to by the Public Agency in which the geographical area is situated.

ARTICLE III

Separate Entity

(1) Fire Administration Board. The Department shall be governed by the Fire Administration Board (hereinafter "Board") and shall be a public body separate from the Public Agencies hereto. The board shall administer the Department in accordance with this agreement and execute the common powers hereinafter set forth.

(2) Privileges and Immunities. Unless otherwise provided under state law, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, all pensions, relief, disability, workman's compensation and other BENEFITS which apply to the activity of officers, agency or employees of any public agency or employees of any public agency when performing their respective functions within the territorial LIMITS for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement. Nothing contained herein shall relieve a Public Agency hereto of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one (1) or more of the Public Agencies hereto or the entity created hereby in which case the performance may be offered in satisfaction of the obligation or responsibility.

(3) Membership, Meetings, Voting Compensation, By-laws

The Board shall consist of two (2) members from each Public Agency and one (1) member appointed by the board as hereinafter provided. The governing body of each Public Agency shall appoint two (2) members to the Board for terms of six (6) years, except the first member appointed shall be appointed for a four (4) year term. Members appointed by a Public Agency shall be residents of the appointing Public Agency. The Board, at its first meeting, shall, by resolution approved by a majority of its members, appoint one (1) member who shall be a resident of a participating Public Agency and shall serve for a six (6) year term. A member of the Board shall not be an employee of a fire department of a participating Public Agency. The members of the Board shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties. A vacancy on the

Board shall be filled by the original appointing governing body for the remainder of the unexpired term. Members of the Board may be removed by the appointing body. The members shall annually elect a chairperson, a vice-chairperson and a secretary- treasurer from the Board

membership.

The Board shall hold regular meetings once every ~~two (2) months~~ month and special meetings as necessary at times as it determines. The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members constitute a quorum for the transaction of business and the affirmative vote of a majority of all the members shall be necessary for the adoption of a motion or resolution. The business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with Act No. 266 of the Public Acts of 1976, as amended. Public Notice of the time, date and place of the meeting shall be given in the manner required by Act No. 266 of the Public Acts of 1976, as amended.

A writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended. ~~The Village of Dexter shall provide to the Board, for a period of not less than one (1) year from the effective date of this Agreement, such administrative services as are necessary or proper to operate the Department. Such expense so incurred by the Village of Dexter shall be deemed an operating expense of the Department.~~

ARTICLE IV

Powers

In addition to the other powers contained herein, and unless otherwise provided by state law, the Board shall have the power to establish and maintain a fire department and to provide for rescue and emergency medical treatment; to organize and maintain fire companies; to employ and appoint a chief and such firemen and officers as shall be required for the proper and efficient operation and maintenance of the Department; to make and establish rules and regulations for the government of the Department, employees, firemen and officers thereof and for the care and management of the engines, apparatus, property and buildings pertaining to the Department, and for the prescribing of the powers and duties of such employees, officers and firemen. The Board may contract with the Township board or legislative body of any township, city or village which maintains a fire department for the service thereof or for the care, maintenance and operation of said apparatus and equipment by the fire department of such township, city or village, upon such terms as may be agreed upon and may contract with the legislative body of any village which does not maintain a fire department to furnish fire protection to the village upon such terms as may be agreed upon. The Board may in its own name make and enter into contracts to employ agencies or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property, incur debts, liabilities or obligations of any parties to this Agreement. The Board shall not possess the power or authority to levy any type of tax within the service area, as defined in Article II herein, or to issue any type of bond in its own name, or in any way indebted a Public Agency hereto.

ARTICLE V

Property

~~The Public Agencies hereto agree that the existing equipment of the Dexter Village Fire Department, to include without limitation, those items set forth in Exhibit "B" and made a part hereof, shall be the property of the Department free and clear of any right, claim, or~~

interest of any Public Agency hereto and, any right, duty, obligation, liability or debt owed to others by the Village of Dexter on behalf of the Dexter Village Fire Department, as set forth Exhibit "C" and made a part hereof, shall constitute a right, duty, obligation, liability or debt owed by the Department. ~~Any Department and any Any Department~~ property, real, personal or mixed acquired by the Department from the effective date of this agreement shall be the property of the Department free and clear of any right, claim or interest of any Public Agency hereto, except as otherwise provided herein. The City of Dexter agrees to lease to the Department for the duration of this agreement a portion of the premises commonly known as 8 I 40 Main, Dexter-Village, Washtenaw County, Michigan upon such terms and conditions as contained in Exhibit "DB" and made a part hereof.

ARTICLE VI

Transfer of Employees (Deleted)

~~Such employees as are on the date hereof employed by the Village of Dexter for the Dexter Village Fire Department shall be transferred to and appointed as employees of the Department subject to all rights and benefits. These employees shall be given seniority credits, sick leave, vacation, insurance and pension credits in accordance with the records or labor agreements of the Village of Dexter. Members and beneficiaries of any pension or retirement system or other benefits established by the acquired system shall continue to have rights, privileges, benefits, obligations and status with respect to such established system. No employee who is transferred to the Department shall by reason of such transfer be placed in any worse position with respect to workmen's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that he/she enjoyed as an employee of the Village of Dexter.~~

ARTICLE VII VI

Dexter Fireman's Fire Fighters' Association

It shall be the policy of the Department to recognize the valuable services performed by its volunteer firemen, and to that end the Board may, at its option, refer any policy decision to the DEXTER FIREMEN'S FIRE FIGHTERS' ASSOCIATION for its review and recommendation prior to the Board's acting thereon.

ARTICLE VIII VII

Substation(s)

Substation(s), except for existing buildings may be built by the Department at locations determined by vote of the Board in the area of greatest need or by a Public Agency. Substations may be equipped by the Department or the Public Agency and shall be operated by the Department. In the event a Public Agency with a substation owned by the Department wishes to withdraw from the Agreement the Public Agency will purchase the building from the Department at a price determined by a Board approved appraisal firm. The disposition of Department owned equipment will be determined by vote of the Board.

ARTICLE VIII

Department Budget

Each Fiscal Year, the Fire Board shall prepare a proposed operating and capital budget reflecting the projected revenues and projected expenditures of the Department for the next Fiscal Year. The Fire Board also may develop a rolling 5-year budget to assist in planning. The Fire Board shall adopt a proposed annual budget for the next Fiscal Year in a manner to assure submission of the proposed budget to each Party not later than November 1 of each year. The Secretary, or Board designee, shall be responsible for submission of the tentative budget to each Party. Any budget increase over the preceding Fiscal Year of more than the CPI plus 3% shall require the approval of a majority of the governing bodies of the Parties. The Fire Board shall give final approval of the annual budget for the next Fiscal Year no later than December 31 of each year. As used in this paragraph, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Ann Arbor-Flint Combined Metropolitan Statistical Area as reported by the Bureau of Labor Statistics of the United States Department of Labor.

*Define CPI
(Avg of last 12 months)*

ARTICLE IX

Service Fee

1. In consideration of the covenants herein, the Public Agencies hereto agree to pay the Department in quarterly monthly installments commencing on the last business day of ~~January~~ February for the January and February payments combined, and monthly payments due on the last business day of each month thereafter, ~~March, June, September and December~~ an amount as hereinafter set forth. The Department shall submit to each Public Agency hereto a statement of quarterly monthly amount due on or before the ~~31st~~ 15th day of ~~January~~ First (1st) day of ~~March, June, September and December~~. The Department shall determine the amount due from each Public Agency to which the Department is rendering fire, rescue or emergency medical service, excluding mutual aid agreements, in accordance with the following:

Formatted: Superscript

2. Definitions as used in this Agreement:

- (a) "Main Station" means the facilities of the Department located in the ~~Village-City~~ of Dexter from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
- (b) "Substation" means the facilities ~~of~~ owned or leased by the Department, other than the main station from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
- (c) "Fiscal year" shall be the period from and including January 1 to and including December 31 of each year.
- (d) "Department Budget" (DB) is the current fiscal year budget for the Department as established by the Board. The Public Agencies shall make payment in advance for services rendered by the Department.
- (e) "Department Net Expenditure" (DNE) means the Department's actual operating, administration and maintenance expenditures, department use fees (DUF), and including miscellaneous revenues received by the Department. Department net expenditure (DNE) shall include contributions to a Capital Replacement Fund and/or acquisition of all assets by the Department during the current fiscal year. The Board may accumulate a budget reserve not to exceed ~~ten (10%)~~ fifteen (15%) percent of the then department net expenditure (DNE), excluding

*Need Definition
of
Capital R Fund*

*DOES
CIP
NEED TO BE
DEFINED
OR
MENTIONED IN THE
AGREEMENT*

Capital Replacement Funds and accumulated funds for purchase of non-replacement property. Department net expenditures shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year.

(f) "Department Run" (DR) is the act of the Department dispatching one (1) or more vehicles from the main station, substation(s), or combination main station and substation(s), to respond to a fire, rescue or emergency medical treatment call.

(g) "Mutual Aid Run" (MAR) is the act of the Department dispatching one (1) or more vehicles from the main station, substation(s), or a combination main station and substation(s) to respond to a fire, rescue or emergency medical treatment call outside of the service area as set forth in Article II herein. For the purpose of these calculations, all Department activities involving a "walk-in" to the main station or a substation where services are provided at that station, and all activities that provide a community benefit, such as (but not limited to) parades and educational activities, shall be calculated as "Mutual Aid Runs"

(h) "Department User Fee" (DUF) means a service charge assessed pursuant to Article ~~XI~~ IX of this Agreement for a department run (DR).

(i) "Department Run-Ratio" (DRR) means the number of department runs (DR), excluding mutual aid runs (MAR) divided into the number of runs made to each Public Agency (DRPA). The Department run-ratio shall be the average of sixty (60) consecutive months and shall be computed as of ~~December 31~~ November 30 of each fiscal year and shall include the period ~~to and including back to January 1 of that fiscal year~~. December 1 sixty (60) months prior. This department run-ratio (DRR) shall be the run-ratio used for each Public Agency during the ~~four~~ (4) quarters twelve months of the successive fiscal year.

Formula:

$$\text{DRPA divided (DR-MAR)} = \text{DRR}$$

(j) "Total Amount Previously Paid" (TAPP) is the sum of the amount paid to the Department per Public Agency during the ~~four (4) quarters~~ twelve months of the previous year.

2. The Public Agencies hereto shall pay to the Department, as compensation for services rendered by the Department, a service fee computed in accordance with the following formula:

(a) ~~Quarterly Monthly Installments: June, September, December~~

$$[.8333 \text{ } \overline{25} \times \text{DB} \times \text{DRR}] = \text{amount due.}$$

(b) ~~Quarterly Monthly Installment: March~~

$$(\text{DNE} \times \text{DRR}) - \text{TAPP} = \text{Amount due}$$

3. The Department is authorized to accept gifts, grants, assistance funds or bequests and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.

0.083333

4. The Department is authorized to make claim for federal or state aid payable to the Department and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.

5. The Board shall annually determine the amount to be paid into the Capital Replacement Fund pursuant to the department budget (DB). The amount so established shall be based upon the realistic useful life of the property of the Department and its estimated replacement costs on its projected date of purchase.

6. The department budget (DB) shall be prepared in accordance with the UNIFORM BUDGET MANUAL FOR LOCAL UNITS OF GOVERNMENT IN MICHIGAN published by the State of Michigan, Department of Treasury. Complete financial records shall be kept by the Board and shall be available for inspection by interested parties in the office of the Department during regular office hours. The financial statements of the Department shall be audited annually by an independent public accountant. The audit shall be performed in accordance with generally accepted auditing standards and shall include tests of accounting records, and such other auditing procedures as deemed appropriate by the auditor. The Board shall submit to each Public Agency hereto an audit statement to include the expression of the auditor's opinion on whether the financial statements present fairly the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles consistently applied. Additional information to be presented shall include computation of run ratios and be certified as fairly stated in relation to the financial statements taken as a whole.

~~7. Expenses incurred by any Public Agency hereto for the formation or development of the entity created herein shall be reimbursed by the Department and such liability shall be deemed an operating expense in the first department budget (DB).~~

ARTICLE X

FIRE CODE

Unless otherwise provided for under state law, the Board shall may adopt by resolution such proposed ordinances as it shall deem necessary to guard against the occurrence of fires and to protect the property and persons of the citizens against damage and accident resulting therefrom.

Such proposed ordinances may be adopted from any standard fire prevention code which has been promulgated by the state or by any department, board or agency thereof, or by any national organization or association which is organized and conducted for the purpose of developing such codes. Any Public Agency so adopting such ordinance may publish by reference in accordance with MCL 41.805; MSA 5.2640 (5).

ARTICLE XI

Standards

The Department shall maintain such standards, to include training, performance and equipment as shall be required by the State of Michigan. Unless otherwise provided by state law, such standards shall be deemed minimum standards and nothing contained herein shall prohibit the Department from establishing more stringent standards.

ARTICLE XII

Indemnification/Insurance

The Department shall indemnify, defend and save the Public Agencies hereto harmless from any and all claims for personal injury, property damage or otherwise resulting from or arising out of, or which are incidental to the functions or responsibilities herein transferred to the Department or arising out of, from or incidental to the operation of the Department. The Board shall keep effective from the effective date of this agreement until termination of this agreement, an insurance policy insuring the Department and the Public Agencies hereto, as additional insured parties, against said liability. A certificate evidencing the same shall be delivered to the Public Agencies hereto forthwith. Such certificates shall provided that the insurance evidenced thereby will not be canceled before the expiration date thereof unless notice is given to the Public Agencies hereto at least thirty (30) days prior to the effective date of such cancellation.

ARTICLE XIII

Termination

(1) This Agreement shall ~~become effective upon the date as set forth in Article XVI herein~~ constitute a continuation of the previous Interlocal Agreement as approved by the participating municipalities and shall continue and remain in effect until terminated by mutual agreement of all the parties hereto. In the event of such termination, ~~the Village of Dexter shall receive in an "as is" condition such assets as set forth in Exhibit "B" which are possessed by the Department on the date of termination, free and clear of any claim, right or interest of the Department or any party hereto.~~ Such other assets of the Department shall be divided among the parties hereto in proportion of the aggregate amounts received from each party hereto pursuant to the department budget (DB) from and after the effective date of this Agreement.

(2) Any party hereto may withdraw from this Agreement by written notice of withdrawal served upon each other party hereto by certified mail, whereupon this Agreement shall, as to that withdrawing party, terminate not less than one (1) year from the date of said notice. The party withdrawing shall have no interest, claim or right to any asset, real, personal or mixed of the Department except as listed in Article ~~VIII-VII~~ Substations

(3) Any party hereto who for any reason fails, refuses or neglects to make payment to the Department, as herein provided, shall be served with a written notice of intent to terminate service sent by certified mail to the Chief Executive Officer and Clerk of the delinquent Public Agency forty-five (45) days from the due date of ~~quarterly~~ delinquent installment.

Notice of such termination shall be published in a newspaper of general circulation in the delinquent Public Agency stating that if payment from the delinquent Public Agency is not received within thirty (30) days from the date of publication, the Department shall terminate all services to the delinquent Public Agency. A Public Agency so terminated shall have no interest, claim or right to any asset, real, personal or mixed of the Department, but shall be responsible for the financial obligation previously incurred for six (6) months, or the remainder of the current fiscal year of the department, whichever is greater.

ARTICLE XIV

Modification

This Agreement may be amended by mutual consent and concurrent resolution of all the Public Agencies hereto.

ARTICLE XV

Effective Date April 1, 1985

Amended ~~December 6, 1999~~ DATE

This Interlocal Agreement shall take effect upon a date set forth in a Concurrent Resolution adopted by the governing body of each Public Agency hereto. In the event that one (1) or more Public Agencies does not adopt said Concurrent Resolution approving this Agreement, then this Agreement shall not take effect and shall be null and void. This Interlocal Agreement shall be filed with the County Clerk for the County of Washtenaw, Michigan and with the Secretary of State prior to the effective date of this Agreement.

ARTICLE XVI

Binding Agreement

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto., if any there be. By executing this Agreement, the officer of each of the parties hereto affirm and attest that the governing body they represent has adopted a concurrent resolution approving the terms and conditions of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their fully authorized representatives and have executed ~~ten-six~~ (610) copies of the Agreement.

WITNESS

CITY OF DEXTER

DEXTER TOWNSHIP

WEBSTER TOWNSHIP

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WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Courtney Nicholls, Dexter City Manager
From: Geoff Fox, Sergeant
Through: Lisa King, Lieutenant
Cc: Marlene Radzik, Police Services Commander
Date: November 1, 2016
Re: October 1st – October 31st, 2016 Police Services Monthly Report

Agenda: 11/14/2016
Item: I-3-2

During the month of October there were 241 Calls for service (including traffic stops). Deputies conducted 100 traffic stops during this time with 35 citations issued.

Deputies continue to attend training throughout the year in efforts to improve overall service. Recent training initiatives include:

- All staff assigned to this area will be attending training focused on how to better manage mental health crises, along with learning new verbal de-escalation techniques.

Banked Hours Update:

- We have two positions that are currently vacant due to injury. The hours from this have been banked since the beginning of the year and periodically used when staffing was low. We will continue to use these hours to reduce your overtime costs and to address any concerns that arise within the community.

Several other projects and concerns have or are being addressed. They include:

- On 10/1/16 we responded to the parking lot of Country Market for the report of a vehicle crash. The female driver (20 year old from Ann Arbor) had been in the Busch's parking lot in her car waiting for her shift to start. For some unknown reason she began to drive around, hit a tree by the Busch's lot, drove over a cement traffic island, onto Dexter Ann Arbor, crossed over to the Country Market lot, drove over another cement traffic island, struck numerous cars and then finally came to rest. The driver was later shown to be intoxicated and also in possession of prescription drugs.
- On 10/17/16 deputies took a report of vehicles being broken into within the Walkabout Creek complex. Sometime overnight someone entered two different unlocked vehicles and stole money and credit cards. These credit cards were then used at stores in Ann Arbor and the surrounding areas. Video footage was obtained from these stores and a suspect has been identified.
- On 10/25/16 deputies responded to Mill Creek Middle School for the report of someone spray painting the building overnight. The paint has since been washed off and this incident is still under investigation.

Public Safety – Quality Service – Strong Communities

- On 10/25/16 we went to the 3500 block of Ryan Drive for the report of a vehicle being damaged. At some point overnight someone used an unknown object to scratch small circles into the vehicles paint on a passenger door. There are no suspects at this time.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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MARK A. PTASZEK
UNDERSHERIFF

October 2016

DEXTER CITY MONTHLY POLICE SERVICES MEETING

2016 Traffic Stops (YTD)	2015 Traffic Stops (YTD)	Percentage Change
YTD 1250	1522	-18%
MONTH 100	99	+1%

2016 Citations (YTD)	2015 Citations (YTD)	Percentage Change
YTD 311	273	+14%
MONTH 35	18	+94%

2016 Drunk Driving Arrest (YTD)	2015 Drunk Driving Arrest (YTD)	Percentage Change
YTD 6	21	-71%
MONTH 1	1	---

	2016 (YTD)	2015 (YTD)	Percentage Change
Calls for Service (YTD)	2456	2622	-6%
Homes Invasions (YTD)	3	1	+200%
Larceny's (YTD)	9	35	-74%
Robbery's (YTD)	1	0	---
Assaultive Crimes (YTD)	9	7	+29%
Traffic Crashes (YTD)	110	85	+29%
Verified Traffic Stops CFS	1192	1452	-18%
Non-Terminal Medical CFS	74	90	-18%

1. Animal Control Updates: (Year to date)

CALL FOR SERVICE	2016	2015	Change
Dexter City	25	22	+14%
Animal Control Service Request	16	3	+433%

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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: November 8, 2016

**Re: City Manager/Assistant to the Manager Report - Meeting of
November 14, 2016**

1. Meeting Review:
 - October 26th – Union Negotiations
 - October 27th – OHM Status Update
 - November 1st – Arts, Culture & Heritage Committee
 - November 2nd – Union Negotiations
 - November 5th – City Office Open for Absentee Ballots
 - November 8th – Election Day
 - November 9th – 3045 Broad Redevelopment Committee

2. Upcoming Meetings:
 - November 14th – City Council Work Session
 - November 14th – City Council
 - November 15th – Parks & Recreation Commission
 - November 17th – Downtown Development Authority
 - November 18th – Union Negotiations

3. **Elections Update.** For the Election held Tuesday, November 8, 2016, the City had a total voter turnout of 2,534 (79.1%), with 1,432 being cast in Precinct 1 and 1,102 being cast in Precinct 2. For the proposals on Dexter's ballot: the County Road Millage passed County-wide (70.98% in favor), the County Veterans Affairs Millage passed County-wide (73.20% in favor), and the Dexter Library Millage passed district-wide (73.92% in favor). Each of these three proposals also passed by significant margins in both Dexter precincts. The Regional Transit Authority Millage Proposal did not pass.

Staff would like to thank the election inspectors that worked at the polls on Election Day. The Election ran smoothly and the process at the wait at the polls was less than expected thanks to their hard work.

4. **Temporary Sculpture Display.** At their meeting on Tuesday, November 1, 2016, the Arts, Culture, and Heritage Committee voted to move forward with the Chelsea River Gallery to assist with the 2017 Dexter Art Gardens Temporary Sculpture Display. The Committee will be advertising for sculptures fitting a transportation theme with a focus on bicycles and automotive. It is the Committee's intent to have the sculptures selected and installed by May 2017.

5. **Art Displays and PUDs.** Attached to this report is a memo on behalf of the Arts, Culture, and Heritage Committee relating to Planned Unit Developments and the provision of art for public benefit.
6. **Lion's Sculpture.** Lacaria, the City's sidewalk contractor has completed the concrete base for the Lion's sculpture in Lion's Park. Robert Barnum, the sculptor of Sound of the Wind, is scheduled to deliver and install the sculpture on Friday, November 11th.
7. **LaFontaine Tax Tribunal.** The valuation disclosure for the City in the LaFontaine Tax Tribunal case was filed on November 7, 2016. Negotiations with LaFontaine on a settlement were initiated by the City, but no response was received from LaFontaine prior to the November 7, 2016 filing deadline. The City's appraisal firm found that the true cash value for December 31, 2014 is \$3,800,000 and the value for December 31, 2015 is \$4,000,000. LaFontaine's valuation has not yet been posted on the Tax Tribunal website.
8. **2016 Sidewalk Project.** The 2016 sidewalk project is complete up to the point of restoration. Lacaria did a nice job not disturbing much of the area around the sidewalks, so extensive restoration will not be necessary.
9. **Hydrant Replacement Project.** The replacement of the fire hydrants on Huron River Drive is scheduled for the weekend of November 11th. The impacted locations have been contacted with the times that their water will be shut off.
10. **Shield Road Water Main.** Lawrence Clarke is expected to start on the water main project the week of November 7, 2016, once they have received their soil erosion permit from Washtenaw County.
11. **2016 Cape Seal Project.** The contractor has completed the clean-up and repairs from the 2016 road project. Staff and OHM will be verifying that they have completed all the items on the punch list before the final retainage is released.
12. **Crosswalk Repair.** The stamped colored concrete crosswalk at Ann Arbor Street and Kensington will be repaired by GM & Sons on Saturday, November 19, 2016. Traffic will need to be routed around the area during the pour, however GM & Sons is going to place metal plates over the concrete while it cures so that traffic will not be impacted.
13. **Health Care Plan Year Change.** The Union has requested that the City change our medical plan year to January 1 to December 31. The plan year is currently June 1 to May 31. Changing this will align it with the policy's deductible year. This is beneficial because if an employee changes plans, they won't be doing so in the middle of a deductible year. The City will pay any premium increase five months early (effective January 1 instead of June 1). This has been discussed in our negotiations, however the decision needs to be made by November 18th to be

- effective for 2017. Staff will move ahead with making the change following the Council meeting.
14. **SAW Grant**. The City received the grant agreement for the SAW grant. The total approved project cost is \$641,055; \$576,950 is grant funded and a 10% match of \$64,105 is required. The purpose of the grant is to assist the City in evaluating our storm water and wastewater assets. \$300,300 is to be used for Wastewater Asset Management Plan development, \$248,791 is to be used for Storm Water Asset Management Plan Development and \$91,964 is to be used for Storm Water Management Plan Development. Funds are provided on a reimbursement basis; the City will expend the funds and then submit a request for disbursement of funds to the State. A kick off meeting will be held with OHM after the first of the year to confirm the scope of the project. Once this is complete Council will be asked to approve a scope of services from OHM to complete the project.

 15. **3045 Broad Redevelopment Team**. The 3045 Broad Redevelopment Team met with Foremost Development on November 9, 2016. The main item of conversation was the estimated valuation of taxes for the property. Staff will be following up with other communities to discuss how the taxable value of new apartment complexes have been calculated in their communities. The Team discussed with Foremost the possibility of having a work session to go through the developer's pro-forma and apply "what-if" scenarios to the values. Since the pre-development agreement is officially expired, the Team will also be discussing possible next steps with the Downtown Development Authority.

Memorandum

To: Mayor Keough and City Council

From: Courtney Nicholls, City Manager
Justin Breyer, Assistant to the City Manager

Re: Art Donations and Planned Unit Developments

Date: November 4, 2016

At their meeting on November 1, 2016, the Arts, Culture, and Heritage Committee continued their discussion of different art types and locations for art placement. During this discussion it was noted that concrete sculpture pads had been discussed as part of the Grandview Commons PUD development and 3045 Broad St. redevelopment. The Committee discussed the PUD process and the potential "public benefits" associated with PUDs, especially those related to providing public art. The Committee approved the following recommendation related to the Grandview Commons development and the developer's intent to provide only a concrete public art pad as a "public benefit":

Motion by Schon, seconded by Gregg to express to City Council that following discussion at their November 1st meeting, the Arts, Culture, and Heritage Committee is concerned about the use of a concrete pad for art as a condition of approval for the Grandview Commons development. The Committee is concerned that the City will be left with an empty pad, for which the City will be required to fund a piece of art and future maintenance cost at taxpayer's expense.

The Committee therefore recommends that the developer provide either a piece of art for the concrete pad or funding for art at an agreeable percentage of the total project cost that is not less than \$15,000. All art work should be approved by the City using the guidelines previously presented to the Art Selection Committee and City Council.

Ayes: Schon, Willoughby, Gregg, Bellas, Arbour, Babcock, and Fisher

Nays: None

Absent: Davis, Rinderknecht, and Noble

**Mayor Report
Shawn Keough
Prepared on November 9, 2016**

Agenda: 11/14/2016
Item: I-6

Hello Residents and Council members,

Here is a report of my activities over the past couple weeks and my calendar of activities looking ahead:

Recent Activities

Committee Recommendations – You will notice that the Consent Agenda includes a recommendation to fill an open position on our Arts, Culture & Heritage Committee. I am recommending Wa-Louisa Hubbard to fill the open position.

Elections Compliments – We just witnessed a historic election in our great country. It was also the first Presidential Election that our staff and election inspectors have organized and run since we became a City in November 2014. We had nearly 80% voter turnout and I would like to applaud and thank our staff and our precinct workers for the great job that they did leading up to and during the election. There is a lot of effort that goes into preparing for an election, getting people registered to vote, sending out absentee ballots and on election day. It was well organized and I think it is important that we recognize the efforts of all our staff and the precinct workers that did such a good job! Thank you!

Opposition to Senate Bill 960 – We are continuing to stay on top of the proposed Senate Bill 960 and are working on an educational write up to send to our current (and new) members of our legislature. Our City Manager spoke with the Treasury Department and education was discussed as the best way to approach our opposition to the proposed Bill. As written, the proposed changes would greatly expand the language allowing tax breaks for non-profits. The changes go much further than clarifying the Wexford Supreme Court language and if passed would create chaos for municipalities across the State. In Dexter, it would likely mean that the Dexter Wellness Center would be tax exempt, which is 180 degrees different than the current code and recent tax tribunal decision. I would like to thank all residents who have contacted their Senator or Representative to express opposition to the proposed bill 960. If passed, the bill will create loopholes in the tax code and further erode the fairness and integrity of our tax structure.

October 26, 2016 – Union negotiation meeting with representatives (City employees) from Teamsters Local 214 (Bargaining unit of City public works, water, sewer and administrative employees).

October 31, 2016 – Grandview Commons Brownfield Redevelopment Plan Committee (DDA Committee) – This committee of the Dexter Downtown Development Authority met for the second time to review the brownfield payback request submitted by AR Brouwer for the proposed Grandview Commons residential project at Grand and Baker. The full reimbursement request through the Washtenaw County Brownfield Redevelopment Authority (WCBRA) using the DDA TIF capture as payback is approximately \$3,000,000 (eligible activities plus interest and contingencies). When you add in the WC administrative fees, the contribution to the State Revolving Fund and the required contribution to the Local State Revolving Remediation Fund (Wash County fund), the total request is over \$4,000,000. Our committee, consisting of DDA members Don Darnell, Mike Fitzpatrick, Courtney Nicholls, Michelle Aniol and myself, is reviewing this request carefully. We were initially leaning toward a 50% reimbursement percentage, but the Developer’s representatives have indicated that the project will not work at that level. Taking that into account, the DDA will be discussing a 75% reimbursement percentage which would allow the DDA to keep a portion of the taxes each year (i.e. add to our revenue stream) and spread the payback out over more years than the original request. The original request is for the DDA to direct 100% of the TIF capture toward the payback immediately. We are also reviewing a pro-forma provided by the Developer that will help us understand the “gap” in funding the project. The committee recommendation to the full DDA is expected to be made at the November DDA meeting.

November 2, 2016 – Union Negotiations meeting with representatives (City employees) from Teamsters Local 214 (Bargaining unit of City public works, water, sewer and administrative employees).

November 2, 2016 – Dexter Area Fire Department Union Negotiations meeting with representatives from Local 4090.

November 4, 2016 – Conference call with Attorney Scott Munzel and City Manager Nicholls regarding next steps for DTE Substation relocation and LaFontaine Tax Tribunal Challenge

November 7, 2016 – Grandview Commons meeting with staff and applicant regarding next steps and project phasing.

November 7, 2016 – Pre-application meeting for 2830 Baker Road (former Katie's/Alley property).

November 9, 2016 - 3045 Broad Redevelopment Update – Our 3045 Broad Street Redevelopment committee (which consists of representatives from staff, Council and our DDA) met with Foremost Development. We reviewed the latest pro forma that they had provided. It is still the goal of this Council to have a 4th public meeting, but we need to get more clarity on the financial feasibility of the project before that can be scheduled. Communication remains open between the City and Foremost. If any resident, business owner or interested person has a question about this redevelopment project, please feel to contact me or the City Manager directly for a further update.

Upcoming Activities

November 14, 2016 – City Council meeting with budget workshop

November 16, 2016 – Union Negotiation meeting with Local 4090 (Bargaining unit of Dexter Area Fire Department employees).

November 17, 2016 – Downtown Development Authority meeting – one of the key topics on our agenda is likely to be the Grandview Commons Brownfield Redevelopment Plan. The DDA needs to decide whether they want to participate and (if so), how much of a percentage of the incremental capture they want to dedicate to supporting the requested payback for eligible brownfield activities.

November 17, 2016 – Dexter Area Fire Board meeting – the Board will be discussing the 2017 Budget and potential changes to the interlocal agreement. A copy of the draft interlocal agreement has been included for discussion as part of the DAFD report on this agenda (November 14th). Council has been provided with a copy of the proposed changes. Please let Council person Carson or I know if you have any comments. If the DAFD Board recommends changes to the Interlocal Agreement, each municipality would have to pass a resolution to accept the changes. Council is not being asked to take any action at this time.

November 28, 2016 – City Council meeting

Please feel free to contact me at any time with questions or suggestions.

I would like to wish everyone a safe and happy thanksgiving holiday!

I look forward to seeing you around our town.

Shawn Keough
Mayor, City of Dexter

skeough@DexterMI.gov

(313) 363-1434 (cell)

SUMMARY OF BILLS AND PAYROLL			11/14/2016
Payroll Check Register	10/26/16	\$37,459.35	Regular Pay
	11/09/16	\$38,190.69	Regular Pay
Employer Costs (FICA/MERS/ICMA) paid via electronic transfer	10/26/16	\$3,413.81	Regular Pay
	11/09/16	\$3,488.20	Regular Pay
Account Payable Check Register		\$141,558.41	
		\$224,110.46	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
The due date column on the accounts payable worksheets represents the date of the Council meeting			
ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS EXCEPT AS NOTED BELOW DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED			
<i>"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."</i>			

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	744.22		
2. ALLIED EAGLE SUPPLY CO	340.20		
3. ANN ARBOR SPARK	1,500.00		
4. ARBOR CARE TREE SURGEONS	1,350.00		
5. ARBOR SPRINGS WATER CO.INC	47.34		
6. ASS. F PUBLIC TREASURES US & C	145.00		
7. AT&T	57.26		
8. BLUE TARP FINANCIAL, INC.	549.99		
9. BS&A SOFTWARE	2,860.00		
10. CANNON EQUIPMENT	232.49		
11. CHELSEA DOOR CO INC	665.00		
12. CINTAS CORPORATION	3,447.85		
13. COMCAST	1,210.74		
14. CORRIGAN OIL COMPANY	1,229.41		
15. CRIBLEY WELL DRILLING CO INC	15.50		
16. CULLIGAN WATER CONDITIONING	62.54		
17. D.HILL ENVIROMENTAL	150.00		
18. DEXTER FAMILY DENISTRY	146.80		
19. DEXTER MILL	780.25		
20. DOWNTOWN DECORATIONS INC.	4,067.68		
21. DTE ENERGY-STREET LIGHTING	6,399.60		
22. EJ USA, INC.	51.75		
23. ELECTION SYSTEMS & SOFTWARE	219.19		
24. ELHORN ENGINEERING CO	577.70		
25. ERIC HARTMAN	73.83		
26. F&V OPERATIONS	175.50		
27. GRISSOM JANITORIAL	400.00		
28. HACKNEY HARDWARE	560.90		
29. I.T. RIGHT INC.	2,458.00		
30. IRON CREEK CONTRACTORS	800.00		
31. JOHN'S SANITATION	645.00		
32. KENNEDY INDUSTRIES, INC.	2,957.50		
33. KLAPPERICH WELDING	122.00		
34. LESSORS WELDING SUPPLY	55.00		
35. LOWE'S BUSINESS ACCOUNT	63.54		
36. MARY ANN SIMPKINS	22.95		
37. MCNAUGHTON-MCKAY	246.36		
38. MICHELLE ANIOL	428.25		
39. MICHIGAN ASSOC OF PLANNING	1,007.00		
40. MICHIGAN DEPT OF ENVIRONMENTAL	1,278.78		
41. MICHIGAN ECONOMIC DEVELOPERS	160.00		
42. MICHIGAN ELECTION RESOURCES	495.10		
43. MICHIGAN MUNICIPAL LEAGUE	350.00		
44. NORTH CENTRAL LABORATORIES	605.88		
45. NORTHERN SAFETY CO INC	105.93		
46. ORCHARD, HILTZ & MCCLIMENT INC	12,511.00		
47. PARAGON LABORATORIES INC	45.00		
48. PARTS PEDDLER AUTO SUPPLY	447.43		
49. PNC	239.62		
50. RENIUS & RENIUS	2,496.00		

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. RICK CHABOT	104.08		
52. RICOH AMERICAS CORPORATION	468.72		
53. ROBERT MESTER	39.33		
54. STAPLES BUSINESS ADVANTAGE	336.80		
55. THE SUN TIMES	149.85		
56. TRACTOR SUPPLY CREDIT PLAN	114.98		
57. TRUCK & TRAILER SPECIALTIES	377.04		
58. USA BLUE BOOK	276.13		
59. WASHTENAW COUNTY TREASURER	41,289.25		
60. WASTE MANAGEMENT OF MICHIGAN	42,801.15		
TOTAL ALL CLAIMS	141,558.41		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 101 CITY COUNCIL							
101-101-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	2,028.50	
Total For Dept 101 CITY COUNCIL						2,028.50	
Dept 172 CITY MANAGER							
101-172-721.000	HEALTH & DENTAL INSURANCE	DEXTER FAMILY DENISTRY	PATIENT: ERIN AIKEN	11/08/16	11/14/16	146.80	
101-172-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	1,500.00	
101-172-977.000	EQUIPMENT	I.T. RIGHT INC.	LAPTOP	20149876	11/14/16	1,020.00	
101-172-977.000	EQUIPMENT	I.T. RIGHT INC.		20149876	11/14/16	229.00	
Total For Dept 172 CITY MANAGER						2,895.80	
Dept 253 TREASURER							
101-253-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVAN	SUPPLIES	11/09/16	11/14/16	167.94	
101-253-958.000	MEMBERSHIPS & DUES	ASS. F PUBLIC TREASURE	MEMBERSHIP	104528	11/14/16	145.00	
Total For Dept 253 TREASURER						312.94	
Dept 257 ASSESSING DEPARTMENT							
101-257-803.000	CONTRACTED SERVICES	RENIUS & RENIUS	SEVICE NOV 2016	11/07/16	11/14/16	2,496.00	
101-257-977.000	EQUIPMENT	BS&A SOFTWARE	SUPPORT	109246	11/14/16	1,560.00	
Total For Dept 257 ASSESSING DEPARTMENT						4,056.00	
Dept 262 ELECTIONS							
101-262-727.000	OFFICE SUPPLIES	ELECTION SYSTEMS & SOF	ELECTION	992413	11/14/16	219.19	
101-262-727.000	OFFICE SUPPLIES	HACKNEY HARDWARE	ACCT# 6430	11/08/16	11/14/16	23.96	
101-262-727.000	OFFICE SUPPLIES	MICHIGAN ELECTION RESO	ELECTION	37058	11/14/16	139.58	
101-262-727.001	ELECTION SUPPLIES	MICHIGAN ELECTION RESO	ELECTION	36931	11/14/16	100.86	
101-262-727.001	ELECTION SUPPLIES	MICHIGAN ELECTION RESO	ELECTION	36982	11/14/16	254.66	
101-262-955.000	MISCELLANEOUS	PNC	ELECTION	PNC	11/14/16	29.66	
101-262-977.000	EQUIPMENT	I.T. RIGHT INC.		20149876	11/14/16	589.00	
101-262-977.000	EQUIPMENT	STAPLES BUSINESS ADVAN	SUPPLIES	11/09/16	11/14/16	28.76	
Total For Dept 262 ELECTIONS						1,385.67	
Dept 265 BUILDINGS & GROUNDS							
101-265-727.000		ARBOR SPRINGS WATER CO	OFFICE	1633154	11/14/16	47.34	
101-265-727.000		HACKNEY HARDWARE	ACCT# 6430	11/08/16	11/14/16	3.98	
101-265-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVAN	SUPPLIES	11/09/16	11/14/16	140.10	
101-265-728.000	POSTAGE	PNC	ELECTION	11/08/11	11/14/16	22.95	
101-265-803.000	CONTRACTED SERVICES	BS&A SOFTWARE	SUPPORT	109246	11/14/16	680.00	
101-265-803.000	CONTRACTED SERVICES	I.T. RIGHT INC.	SUPPORT	20149798	11/14/16	620.00	
101-265-920.000	UTILITIES	COMCAST	OFFICE	11/08/16	11/14/16	154.25	
101-265-920.001	UTILITIES - TELEPHONES	COMCAST	PHONES	47340700	11/14/16	515.03	
101-265-935.000		CINTAS CORPORATION	OFFICE	11/08/16	11/14/16	166.84	
101-265-935.001		GRISSOM JANITORIAL	COT 2016	180	11/14/16	400.00	
101-265-936.000		RICOH AMERICAS CORPORA	COPIER	5045325353	11/14/16	468.72	
Total For Dept 265 BUILDINGS & GROUNDS						3,219.21	
Dept 285 CITY TREE PROGRAM							
101-285-803.000	CONTRACTED SERVICES	ARBOR CARE TREE SURGEO	TREES	11/08/16	11/14/16	1,350.00	
Total For Dept 285 CITY TREE PROGRAM						1,350.00	
Dept 301 LAW ENFORCEMENT							
101-301-807.000		WASHTENAW COUNTY TREAS	ENFORCEMENT	28808	11/14/16	39,177.25	
101-301-807.000		WASHTENAW COUNTY TREAS	ENFORCEMENT	28789	11/14/16	2,112.00	
Total For Dept 301 LAW ENFORCEMENT						41,289.25	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 400 PLANNING DEPARTMENT							
101-400-861.000	TRAVEL & MILEAGE	MICHELLE ANIOL	EXPENSE REIMBURSEMENT	11/09/16	11/14/16	174.15	
101-400-955.000	MISCELLANEOUS	MICHELLE ANIOL	EXPENSE REIMBURSEMENT	11/09/16	11/14/16	2.40	
101-400-960.000	EDUCATION & TRAINING	MICHELLE ANIOL	EXPENSE REIMBURSEMENT	11/09/16	11/14/16	251.70	
101-400-960.000	EDUCATION & TRAINING	MICHIGAN ASSOC OF PLAN	REGISTRATION	25569	11/14/16	557.00	
101-400-960.000	EDUCATION & TRAINING	MICHIGAN ASSOC OF PLAN	REGISTRATION	25568	11/14/16	450.00	
101-400-960.000	EDUCATION & TRAINING	MICHIGAN ECONOMIC DEVE	ANNUAL MEETING	10971	11/14/16	160.00	
101-400-977.000	EQUIPMENT	BS&A SOFTWARE	SUPPORT	109246	11/14/16	620.00	
Total For Dept 400 PLANNING DEPARTMENT						2,215.25	
Dept 410 ZONING BOARD OF APPEALS							
101-410-901.000	PRINTING & PUBLISHING	THE SUN TIMES	ZONING	50120	11/14/16	85.05	
101-410-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	50133	11/14/16	64.80	
Total For Dept 410 ZONING BOARD OF APPEALS						149.85	
Dept 441 DEPARTMENT OF PUBLIC WORKS							
101-441-740.000	OPERATING SUPPLIES	ALLIED EAGLE SUPPLY CO	DPW	884066	11/14/16	199.40	
101-441-740.000	OPERATING SUPPLIES	CRIBLEY WELL DRILLING	DPW	11/08/16	11/14/16	5.00	
101-441-740.000	OPERATING SUPPLIES	CRIBLEY WELL DRILLING	WWTP	11/07/16	11/14/16	10.50	
101-441-740.000	OPERATING SUPPLIES	LESSORS WELDING SUPPLY	DPW	308492	11/14/16	55.00	
101-441-745.000		CINTAS CORPORATION	OCT 2016	11/08/16	11/14/16	757.39	
101-441-745.000		CINTAS CORPORATION	SEPT 2016	11/08/16	11/14/16	547.48	
101-441-745.000	UNIFORM ALLOWANCE	TRACTOR SUPPLY CREDIT	DPW	200290235	11/14/16	114.98	
101-441-751.000		CORRIGAN OIL COMPANY	DPW & WWTP	6326288	11/14/16	210.12	
101-441-920.001	UTILITIES - TELEPHONES	COMCAST	PHONES	47340700	11/14/16	103.75	
101-441-935.000	BUILDING MAINTENANCE & REPAIR	CHELSEA DOOR CO INC	DPW	9523	11/14/16	665.00	
101-441-935.000	BUILDING MAINTENANCE & REPAIR	MCNAUGHTON-MCKAY	DPW	14879185-00	11/14/16	125.00	
101-441-935.000	BUILDING MAINTENANCE & REPAIR	MCNAUGHTON-MCKAY	DPW	14853394-00	11/14/16	121.36	
101-441-958.000	MEMBERSHIPS & DUES	MICHIGAN MUNICIPAL LEA	CDL CONSORTIUM DRIVERS	14402	11/14/16	350.00	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS						3,264.98	
Dept 442 DOWNTOWN PUBLIC WORKS							
101-442-730.000	FARMERS MARKET SUPPLIES	HACKNEY HARDWARE	ACCT# 6430	11/08/16	11/14/16	10.77	
101-442-730.000	FARMERS MARKET SUPPLIES	MARY ANN SIMPKINS	FARMERS MARKET	11/07/16	11/14/16	22.95	
101-442-730.000	FARMERS MARKET SUPPLIES	PNC	FARMERS MARKET	11/08/16	11/14/16	108.44	
101-442-731.000	LANDSCAPE SUPPLIES	DEXTER MILL	SUPPLIES	11/08/16	11/14/16	98.00	
101-442-731.000	LANDSCAPE SUPPLIES	DEXTER MILL	SUPPLIES SEPT 2016	11/08/16	11/14/16	37.50	
101-442-740.000	OPERATING SUPPLIES	ALLIED EAGLE SUPPLY CO	DPW	884066	11/14/16	140.80	
101-442-740.000	OPERATING SUPPLIES	KLAPPERICH WELDING	DPW	2008	11/14/16	57.00	
101-442-744.000	HOLIDAY DISPLAY SUPPLIES	DOWNTOWN DECORATIONS I	DPW	26496	11/14/16	4,067.68	
Total For Dept 442 DOWNTOWN PUBLIC WORKS						4,543.14	
Dept 447 ENGINEERING							
101-447-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	129.00	
Total For Dept 447 ENGINEERING						129.00	
Dept 448 MUNICIPAL STREET LIGHTS							
101-448-920.003	UTILITIES - STREET LIGHTS	DTE ENERGY-STREET LIGH	STREETLIGHTS	11/08/16	11/14/16	6,399.60	
Total For Dept 448 MUNICIPAL STREET LIGHTS						6,399.60	
Dept 728 ECONOMIC DEVELOPMENT							
101-728-802.000	PROFESSIONAL SERVICES	ANN ARBOR SPARK	2016 CONTRIBUTION	7843	11/14/16	1,500.00	
Total For Dept 728 ECONOMIC DEVELOPMENT						1,500.00	
Dept 751 PARKS & RECREATION							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 751 PARKS & RECREATION							
101-751-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	11/07/16	11/14/16	645.00	
101-751-955.000	MISCELLANEOUS	HACKNEY HARDWARE	ACCT# 6430	11/08/16	11/14/16	13.07	
101-751-970.000	CONTRACTED CAPITAL IMPROVE	DEXTER MILL	SUPPLIES	11/08/16	11/14/16	474.40	
101-751-970.000	CONTRACTED CAPITAL IMPROVE	PNC	SUPPLIES	11/08/16	11/14/16	7.49	
Total For Dept 751 PARKS & RECREATION						1,139.96	
Dept 801 ARTS, CULTURE & HERITAGE							
101-801-959.001	PERMANENT ART DISPLAY	KLAPPERICH WELDING		2019	11/14/16	65.00	
Total For Dept 801 ARTS, CULTURE & HERITAGE						65.00	
Total For Fund 101 GENERAL FUND						75,944.15	
Fund 202 MAJOR STREETS FUND							
Dept 445 STORMWATER							
202-445-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	451.50	
Total For Dept 445 STORMWATER						451.50	
Dept 463 ROUTINE MAINTENANCE							
202-463-740.000	OPERATING SUPPLIES	DEXTER MILL	SUPPLIES SEPT 2016	11/08/16	11/14/16	69.90	
202-463-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	1,208.50	
Total For Dept 463 ROUTINE MAINTENANCE						1,278.40	
Dept 474 TRAFFIC SERVICES							
202-474-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	177.50	
Total For Dept 474 TRAFFIC SERVICES						177.50	
Total For Fund 202 MAJOR STREETS FUND						1,907.40	
Fund 203 LOCAL STREETS FUND							
Dept 451 CONTRACTED ROAD CONSTRUCTION							
203-451-803.006	CONTRACTED ROAD CAPE SEAL	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	1,424.00	
203-451-932.000	SIDEWALKS	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	3,206.50	
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION						4,630.50	
Dept 463 ROUTINE MAINTENANCE							
203-463-740.000	OPERATING SUPPLIES	DEXTER MILL	SUPPLIES	11/08/16	11/14/16	75.45	
203-463-740.000	OPERATING SUPPLIES	DEXTER MILL	SUPPLIES SEPT 2016	11/08/16	11/14/16	25.00	
Total For Dept 463 ROUTINE MAINTENANCE						100.45	
Dept 474 TRAFFIC SERVICES							
203-474-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	161.25	
Total For Dept 474 TRAFFIC SERVICES						161.25	
Total For Fund 203 LOCAL STREETS FUND						4,892.20	
Fund 226 SOLID WASTE COLLECTION FUND							
Dept 528 SOLID WASTE							
226-528-805.000	CONTRACTED SOLID WASTE SEFWASTE	MANAGEMENT OF MI COT 2016		11/09/16	11/14/16	42,801.15	
Total For Dept 528 SOLID WASTE						42,801.15	
Total For Fund 226 SOLID WASTE COLLECTION FUND						42,801.15	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441 DEPARTMENT OF PUBLIC WORKS							
402-441-939.000	VEHICLE MAINTENANCE & REPAIR	CANNON EQUIPMENT		41586	11/14/16	232.49	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441 DEPARTMENT OF PUBLIC WORKS							
402-441-939.000		PARTS PEDDLER AUTO SUP	MAINTENANCE	11/08/16	11/14/16	430.96	
402-441-939.000	VEHICLE MAINTENANCE & REPAIR	TRUCK & TRAILER SPECIAL	DPW	HP1367	11/14/16	377.04	
						1,040.49	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS							
						1,040.49	
Total For Fund 402 EQUIPMENT REPLACEMENT FUND							
Fund 590 SEWER ENTERPRISE FUND							
Dept 548 SEWER UTILITIES DEPARTMENT							
590-548-740.000		HACKNEY HARDWARE	ACCT # 6432	11/08/16	11/14/16	53.28	
590-548-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO INC	WWTP	902163436	11/14/16	52.93	
590-548-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WWTP	085991	11/14/16	233.77	
590-548-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WWTP	087071	11/14/16	19.38	
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ALEXANDER CHEMICAL CORP	WWTP	100523113	11/14/16	744.22	
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ELHORN ENGINEERING CO	WWTP	267008	11/14/16	577.70	
590-548-743.000	CHEMICAL SUPPLIES - LAB	CULLIGAN WATER CONDITI	WWTP	11/08/16	11/14/16	62.54	
590-548-743.000		HACKNEY HARDWARE	ACCT # 6431	11/08/16	11/14/16	363.97	
590-548-743.000	CHEMICAL SUPPLIES - LAB	NORTH CENTRAL LABORATO	WWTP	380477	11/14/16	550.98	
590-548-745.000		CINTAS CORPORATION	OCT 2016	11/08/16	11/14/16	622.91	
590-548-745.000		CINTAS CORPORATION	SEPT 2016	11/08/16	11/14/16	619.13	
590-548-751.000		CORRIGAN OIL COMPANY	WWTP	6319257	11/14/16	354.90	
590-548-751.000		CORRIGAN OIL COMPANY	DPW & WWTP	6326288	11/14/16	352.61	
590-548-802.000	PROFESSIONAL SERVICES	F&V OPERATIONS	AUGUST 27 THRU SEPT 23 2016	1672	11/14/16	175.50	
590-548-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	1,317.00	
590-548-861.000	TRAVEL & MILEAGE	ERIC HARTMAN	MILAGE	11/08/16	11/14/16	73.83	
590-548-920.000	UTILITIES	COMCAST	WWTP	11/08/16	11/14/16	158.51	
590-548-920.001		AT&T	426 8302	11/08/16	11/14/16	28.63	
590-548-920.001	UTILITIES - TELEPHONES	COMCAST	PHONES	47340700	11/14/16	60.73	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	KENNEDY INDUSTRIES, IN	WWTP	572827	11/14/16	997.50	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	KENNEDY INDUSTRIES, IN	WWTP	573037	11/14/16	1,960.00	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	PNC	WWTP	11/08/16	11/14/16	71.08	
590-548-960.000	EDUCATION & TRAINING	D.HILL ENVIROMENTAL	WWTP	1057	11/14/16	150.00	
						9,601.10	
Total For Dept 548 SEWER UTILITIES DEPARTMENT							
						9,601.10	
Total For Fund 590 SEWER ENTERPRISE FUND							
Fund 591 WATER ENTERPRISE FUND							
Dept 556 WATER UTILITIES DEPARTMENT							
591-556-740.000	OPERATING SUPPLIES	EJ USA, INC.	WWTP	111060086876	11/14/16	51.75	
591-556-740.000		HACKNEY HARDWARE	ACCT# 6433	11/08/16	11/14/16	91.87	
591-556-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO INC	WWTP	902163436	11/14/16	53.00	
591-556-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WWTP	085991	11/14/16	22.98	
591-556-741.000	ROAD REPAIR SUPPLIES	IRON CREEK CONTRACTORS	WWTP	11/08/16	11/14/16	800.00	
591-556-741.000	ROAD REPAIR SUPPLIES	LOWE'S BUSINESS ACCOUN	SUPPLIES	11/08/16	11/14/16	63.54	
591-556-745.000		CINTAS CORPORATION	OCT 2016	11/08/16	11/14/16	410.43	
591-556-745.000		CINTAS CORPORATION	SEPT 2016	11/08/16	11/14/16	323.67	
591-556-751.000		CORRIGAN OIL COMPANY	WWTP	6322714	11/14/16	311.78	
591-556-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	437.25	
591-556-824.000	TESTING & ANALYSIS	NORTH CENTRAL LABORATO	WWTP	380477	11/14/16	54.90	
591-556-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES I	WWTP	421555-96295	11/14/16	45.00	
591-556-861.000	TRAVEL & MILEAGE	RICK CHABOT	WWTP	11/07/16	11/14/16	67.28	
591-556-861.000	TRAVEL & MILEAGE	RICK CHABOT	MILEAGE	11/08/16	11/14/16	36.80	
591-556-861.000	TRAVEL & MILEAGE	ROBERT MESTER	MILEAGE	11/08/16	11/14/16	39.33	
591-556-920.000	UTILITIES	COMCAST	WWTP	11/08/16	11/14/16	158.51	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 591 WATER ENTERPRISE FUND							
Dept 556 WATER UTILITIES DEPARTMENT							
591-556-920.001		AT&T	426 8302	11/08/16	11/14/16	28.63	
591-556-920.001	UTILITIES - TELEPHONES	COMCAST	PHONES	47340700	11/14/16	59.96	
591-556-937.000		PARTS PEDDLER AUTO SUP	MAINTENANCE	11/08/16	11/14/16	16.47	
591-556-957.004	STATE LICENSE/PERMIT FEES	MICHIGAN DEPT OF ENVIR	WWTP	761-8104501	11/14/16	1,278.78	
591-556-977.000	EQUIPMENT	BLUE TARP FINANCIAL, I	WWTP	36255202	11/14/16	549.99	
Total For Dept 556 WATER UTILITIES DEPARTMENT						4,901.92	
Dept 901 CAPITAL IMPROVEMENTS							
591-901-974.000	CIP CAPITAL IMPROVEMENTS	ORCHARD, HILTZ & MCCLI	SERVICES THRU OCT 15 2016	11/09/16	11/14/16	470.00	
Total For Dept 901 CAPITAL IMPROVEMENTS						470.00	
Total For Fund 591 WATER ENTERPRISE FUND						5,371.92	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL FUND			75,944.15	
			Fund 202 MAJOR STREETS FUND			1,907.40	
			Fund 203 LOCAL STREETS FUND			4,892.20	
			Fund 226 SOLID WASTE COLLECTION FUND			42,801.15	
			Fund 402 EQUIPMENT REPLACEMENT FUND			1,040.49	
			Fund 590 SEWER ENTERPRISE FUND			9,601.10	
			Fund 591 WATER ENTERPRISE FUND			5,371.92	
Total For All Funds:						<u>141,558.41</u>	

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CITY OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734) 426-8303

Fax (734) 426-5614

MEMO

To: Council
From: Mayor Keough
Date: November 9, 2016
Re: Committee Appointment

I would like to recommend the following appointment:

Arts, Culture & Heritage Committee – Term Ending June 2017

- Wa-Louisa Hubbard



CITY OF DEXTER

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

APPLICATION FOR APPOINTMENT AS COMMISSION OR COMMITTEE MEMBER

Name: Wa-Louisa Hubbard Date: 9/5/16

Address: 3355 Dover St.

Email: walouisa@gmail.com

Phone: 734-883-9711 Best time to call: Afternoon

Which Commission/Committee are you applying for?

- | | |
|--|---|
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Downtown Development Authority |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Parks Commission |
| <input checked="" type="checkbox"/> Arts, Culture & Heritage Committee | <input type="checkbox"/> Tree Board |
| <input type="checkbox"/> Farmers Market Oversight Committee | <input type="checkbox"/> Election Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Other (Specify) _____ |

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest? I have been a member of the cultural community in Washtenaw County since 2004, and have always felt passionate about art and culture being a necessary component of a thriving community. As a Dexter-area resident since 1981, I have developed an implicit understanding of our heritage, including how our community has evolved over the years.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on? I have a theatre arts degree from Kalamazoo College. From 2006-2009 I served on the Arts Alliance Creative Connections Committee, serving for a time as committee chair. I am a former member of the Actors' Equity Association as a stage manager. I have been on staff at multiple area theatres as box office manager.

Please list/attach any other information that you would like to have considered. I have a background in state Government having served as communications assistant to Senator Rebekah Warren from 2011-2014, which I believe is an asset in terms of understanding how to work with multiple divisions of government to achieve community goals. In 2008, I also assisted with putting together the Washtenaw County Community Cultural Plan.

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: Lease with Hotel Hickman for 8050 Main
Date: November 7, 2016

Provided for Council's consideration is a two-year lease with Hotel Hickman for 8050 Main. The lease is the same as in the past with an increase in rent of \$25 per month in year one (4% increase) and \$15 per month in year two (2% increase).

Mr. Thomas did indicate that if the City were interested in selling the building he would like to have an opportunity to purchase it.

Council is asked to approve the lease and instruct the City Manager to sign it.

City of Dexter
Commercial Real Estate Lease for 8050 Main Street

This agreement made this ____ day of _____, between the City of Dexter, a municipal corporation located at 8123 Main, Dexter, MI 48130; hereinafter called LANDLORD, and Scott Thomas dba Hotel Hickman Wild West Adventures, mailing address 2400 Hickman Road, Ann Arbor, MI 48105; hereinafter called TENANT.

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto the Tenant and the Tenant hereby hires certain premises in the building known as 8050 Main Street. More fully described in the sketch of premises attached hereto and made a part hereof by reference as Exhibit A.
2. PURPOSES, USES AND WARRANTIES. The premises shall be used for the operation of a retail home cooking business and such other uses, as may be necessary and incidental to such purpose. No other use of the premises shall be made except by the mutual written agreement of the parties. Tenant assumes the responsibility of compliance with all zoning and building laws and codes in the use of the subject premises and in effecting any improvements to the premises to accomplish the use intended, and shall operate such business in compliance with all applicable laws and regulations concerning such a business purpose. No leasehold improvements may be undertaken without the prior written approval of the landlord. All improvements and alterations shall be consistent with the general character and historical nature of the building as well as the overall downtown streetscape, and are subject to prior approval by the Landlord.
3. TERM. This lease shall be for a term of two (2) years, commencing on November 13, 2016 and ending on November 12, 2018.
4. RENT. Tenant agrees to pay Landlord \$7,800 as rent, payable at the rate of \$650 per month, commencing the month of December 2016. Starting December 1, 2017, the tenant agrees to pay the Landlord \$7,980 as rent, payable at the rate of \$665 per month. Rent is due by the fifteenth day of each month for the term of the agreement.
5. CONDITION OF PREMISES AND IMPROVEMENTS. Tenant acknowledges having examined the subject premises and accepts the same as suitable for its intended purpose and use. Tenant shall at the end of the term restore the premises to better or equal condition they were in at the beginning of the term, except for normal wear and tear.
6. PARKING. The Tenant understands and agrees that even though the Landlord is the owner of certain adjoining property presently used for (public) parking purposes, this lease does not provide for any designated parking, and such parking as may be available for use by the Tenant

is strictly open parking for the use of the public at large, without any guarantee that space will continue to be available to this or any other Tenant.

7. MAINTENANCE AND REPAIRS. Tenant shall, at its expense, maintain the premises and every part thereof in good repair, reasonable use and normal wear and tear thereof excepted, and damage by the elements excepted. Landlord shall maintain the outer walls and roof in good repair.
8. UTILITIES. Tenant shall pay all utilities, including but not limited to, phone service, water, sewer, refuse, gas and electric.
9. COMPLIANCE WITH AUTHORITIES. Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all municipal, county, state and federal authorities affecting the demised premise and the use thereof, or the cleanliness, safety, occupation and use of same.
10. INSURANCE AND PUBLIC LIABILITY. Tenant shall, at its expense, insure the premises against risk of loss or damage for personal property on or about the demised premises. The tenant shall provide liability insurance coverage. Tenant shall provide proof of such insurance, which shall also provide that Landlord be notified at least 30 days prior to any cancellation of or material change in such insurance coverage.

Tenant shall in addition, indemnify Landlord and save Landlord harmless from any liability or claim for damages because of any accident or casualty occurring in or about the premises.

Landlord shall provide building insurance against fire and damages due to the elements.

11. ASSIGNMENT. The Tenant shall not assign, transfer, or sublet the demised premises, or any part thereof, without the prior written consent of the Landlord.
12. AMENDMENT. This lease may be amended by the written, mutual agreement of the parties.
13. OPTION TO RENEW. Upon satisfactory completion of the terms and conditions of this lease by the Tenant, the Tenant, at its option, may renew this lease on a year to year basis, upon the same terms and conditions, except that the amount of rent due hereunder may be subject to increase. The renewable term option also assumes that said premises are not moved within the lease term. Tenant will require twelve (12) month notice of intent to move the historical building.
14. RE-RENTING. During the period commencing six months prior to the expiration of the base term of this lease, or any extension hereof, the Landlord may re-enter and show the premises to prospective tenants.

15. **HOLDING OVER.** In the event that Tenant shall hold over after the termination of this lease, then the tenancy shall thereafter be from month to month.
16. **DAMAGE OR DESTRUCTION.** Should the demised premises prove untenable, rent shall abate until such time as premises are restored to a tenantable state.
17. **QUIET-ENJOYMENT.** Landlord covenants that if Tenant shall faithfully perform all of the covenants and agreements herein contained, that Tenant may peacefully and quietly have, hold, occupy, and enjoy the demised premises for and during the term hereof, and any renewal thereof.
18. **TERMINATION.** This agreement may be terminated at any time by the mutual agreement of the parties, or upon the occurrence of the following defaults, at the option of the Landlord: defaults in the payment of rent, or in the performance of any other covenants or provision of this lease; abandonment of the demised premises; the filing, execution, or occurrence of a petition in bankruptcy, for or against the Tenant, or creditors arrangement or composition of creditors or other insolvency proceeding on the part of the Tenant however denominated, or the taking by any person of the leasehold premises or any part thereof upon execution, attachment or other process of law; provided, however, that the Landlord shall have the right to waive any such default.
19. **SECURITY DEPOSIT.** Tenant paid to the Landlord upon execution of the original lease (11-13-12 to 11-12-14), the sum of \$200 as a security deposit, which will continue to be held by the Landlord for the faithful performance of the terms of this lease.
20. **BINDING.** This agreement shall be binding upon the heirs, assigns, representatives and assigns of the parties hereto and sets forth the entire agreement between the parties.
21. **NOTICES.** All notices required hereunder shall be made to the addresses shown above or such other address as either party may designate by written notice to the other party and personally delivered or sent by certified mail.
22. **RIGHT TO ENTER.** Landlord may enter the demised premises during reasonable hours and upon reasonable prior notice for the purpose of inspecting the same.
23. **OPTION TO BUY.** The land upon which the historical building sits is held by the public and as such a private individual cannot be given rights to purchase.

24. ENTIRE AGREEMENT. This lease contains the entire agreement and understanding between parties. All prior understandings, terms or conditions, are deemed merged in this lease, and this lease cannot be changed or supplemented orally.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

In the presence of:

CITY OF DEXTER
LANDLORD

Courtney Nicholls
City Manager

TENANT

Scott Thomas
Hotel Hickman Wild West Adventures

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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: Scope of Services from OHM for Construction Services for the Shield Road Water Main Relocation

Date: November 8, 2016

Provided for Council's consideration is a scope of services from OHM for construction services for the relocation of the Shield Road water main. The project will start as soon as the soil erosion permit is obtained, which is expected to be the week of November 7th.

Council is asked to approve the scope in an amount not to exceed \$14,800.

November 8, 2016

CITY OF DEXTER

8123 Main Street
Dexter, M 48123

Attention: Ms. Courtney Nicholls
City Manager

Regarding: Shield Road Water Main
Construction Phase Services

Dear Ms. Nicholls:

Thank you for the opportunity to submit this proposal for construction phase assistance with the 2016 fall projects. We have prepared the following project understanding and scope of services based on our previous discussions and understanding of the fall work.

PROJECT UNDERSTANDING

The City of Dexter and its Contractor, Lawrence M. Clarke is proceeding with a water main replacement work along Shield Road between Parker and Baker Roads. The work is estimated to cost approximately \$106,000 and be completed this year with restoration occurring in the spring of 2017.

The attached proposal is for construction engineering services related to this improvement. The attached scope and fee are based on our understanding of the work as well as the provided construction schedule.

SCOPE OF SERVICES

We would like to offer the following scope of services for construction phase portion of the projects:

Construction Layout

1. Stakes providing proper line and grade will be provided for all proposed water main and appurtenances.

Construction Observation

2. Full-time daily observation will be provided when significant construction work or testing is occurring. We have estimated ten, 9-hour days for this work.
3. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with contract documents will also be provided as part of the construction observer's regular responsibilities.
4. A project engineer will oversee and supervise construction. In addition, the Engineer will be responsible for resolving any interpretations or issues which may arise with the plans or contract documents.



Construction Engineering and Contract Administration

5. Assist the City in execution of the contract documents.
6. Convene a pre-construction meeting with the successful bidder and prepare meeting notes.
7. Conduct 3 progress meetings to coordinate project details, and communicate project status.
8. A submittal log will be developed for review and approval of all shop drawings, catalogue sheets and samples related to the proposed work.
9. Respond to Contractor requests for information providing design clarifications or revisions as necessary.
10. Request and review construction progress schedule from the Contractor. Progress will be monitored throughout the project to ensure timely construction of the contract work items.
11. Prepare construction pay estimates. It is assumed that two (2) estimates will be prepared for the project.
12. Assist in claim resolution and review and process any change order requests from the Contractor and provide recommendations on action to the City.
13. Prepare a final punch list and monitor resolution of these items as well as final restoration until completion of the project.

Record Drawings

Upon completion of the construction, OHM will compile the as-built information for the road, storm sewer and lighting system into the final record drawings. We will submit one paper copy and one digital CD with PDFs of the record drawings for the City's records. We will also update the City's GIS data and update atlas maps.

Additional Services

The services outlined herein constitute the total obligation of the parties. If additional services are requested, they can be provided in accordance with OHM's Hourly Rate Schedule for the year in which the services are performed or at an agreed upon fee.

COMPENSATION

The City will be invoiced monthly for services rendered on an hourly basis, with a not to exceed amount. Compensation due will be based on the actual hours worked during each phase of the project. The following budgets are presented for your consideration:

<u>Construction Services</u>	<u>Total Fee</u>
Construction Staking	\$1,800.00
Construction Observation	\$8,000.00
Construction Engineering/Contract Administration	\$3,500.00
<u>Record Drawings</u>	<u>\$1,500.00</u>
Construction Services Total	\$14,800.00

SCHEDULE

OHM anticipates that the work will begin in November 2016 and be completed within 3 weeks. Restoration work required to stabilize impacted areas before bridge construction will occur in the spring of 2017.



FURTHER CLARIFICATIONS AND ASSUMPTIONS

Should you find this agreement acceptable, please execute both copies and return one copy to us for our file. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
OHM Advisors

A handwritten signature in blue ink that reads "Patrick M. Droze".

Patrick M. Droze, P.E.

cc: Rhett Gronevelt, P.E, OHM
File



**City of Dexter
2016 Asphalt Maintenance Program
Engineering Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

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OFFICE OF THE CITY MANAGER8140 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: Annexation of 8180 Main

Date: November 9, 2016

On October 6, 2016, the City received an annexation request from Mill Creek Outdoor Adventure, LLC. Their original request was to annex the Scio Township portion of the property after approval of final site plan. Due to the requirements of the zoning process, however, the City will need to approve the annexation prior to the special land use/preliminary/final site planning approvals.

At the pre-application meeting held for the project and at the October 24, 2016 City Council meeting, the preference of Council to annex both the Scio and Webster parcels was expressed to the property owner. On November 1, 2016 the property owner submitted the attached letter expressing their willingness to annex both parcels. The Scio portion will be annexed now and the Webster portion will be annexed after the Michigan Liquor Control Commission takes action on the liquor license. The letters the property owner submitted to Webster and Scio regarding the annexation request are also attached.

Attached for Council's consideration is a resolution approving the annexation of the Scio parcel. Once the resolution has been passed, Scio Township will pass a similar resolution, which will then be filed at the Office of the Great Seal. This will make the annexation official.

The property owner will be connecting to the City sewer system. They will be maintaining an onsite well in accordance with City Ordinance Section 58-78, which permits Council to allow a well on an annexed parcel. This is being requested by the property owner due to the large cost of running water main to this location. If, however, at some point in the future the well fails and another well cannot be located on the property, the property owner will be required to pay all costs related to connecting to the City water system. This has been included in the annexation resolution.

The newly annexed property will be on the tax roll on tax day December 31, 2016, so it will appear in the 2017 tax and assessment roll. The annexation of the property does not impact the roadway out front, which will remain the jurisdiction of the Washtenaw County Road Commission. Once the annexation is final the City's official boundary map/description will be updated to incorporate the new parcel.

Council is asked to consider the attached resolution regarding the annexation request from Mill Creek Outdoor Adventures, LLC.

Annexation fee 1000
Escrow fee 1000
\$2,000
#59460

Mill Creek Outdoor Adventures



NATHAN POUND
8180 MAIN ST.
DEXTER, MI 48130

248-660-3711

POUNDNS@HOTMAIL.COM

RECEIVED

OCT - 6 2016

CITY OF DEXTER

Mayor Keough and Dexter City Council,

This past summer I purchased the former Mill Creek Sports Center located at 8180 Main Street in Dexter. I have been working with local General Contracting Company AR Brouwer on redevelopment concepts for the property, specifically, the creation of a Canoe and Kayak Livery and Beer Garden.

8180 Main Street is unique in that it straddles two jurisdictions, Scio Township and Webster Township, and is just outside the City of Dexter limits.

While developing the site plan and business concept, we met with numerous regulatory agencies to gather information on redevelopment. We discovered that redevelopment of the property has a number of hurdles. The most significant hurdle for redevelopment of the property is sewage treatment. The site is currently served by both a failed septic system and drinking-water well. A well location has been approved by the County Health Department; however, required septic field and reserve septic field size requirements would occupy the entire parcel leaving no room for parking and/or storm water management facilities.

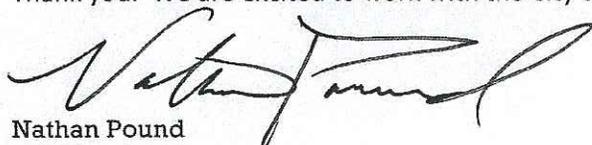
In addition to the sewage and well challenges, there are no available Liquor Licenses available in the City of Dexter or Scio Township. In September 2016, we presented our concept to Webster Township along with a request for a Michigan Liquor Control Commission (MLCC) Tavern License. Webster Township granted our request for a Tavern License and we are waiting on the State of Michigan's approval. Approval is anticipated in approximately 90 days. Please note that we are waiting on a determination from the MLCC on the jurisdictional requirements of the Tavern License granted by Webster Township and the legalities of its limitations at 8180 Main Street.

Due to the redevelopment limitations on the site, the parcel being in two jurisdictions, lack of available liquor licenses, and the City's available sanitary sewer, we would like to request that the City consider annexing the 0.89 acre, Scio Township Parcel H -08-08-200-001, in order to be able to connect to the public sanitary system. Sanitary sewer will be imperative to any commercial use at this location. Attached is a legal description and sketch of the request.

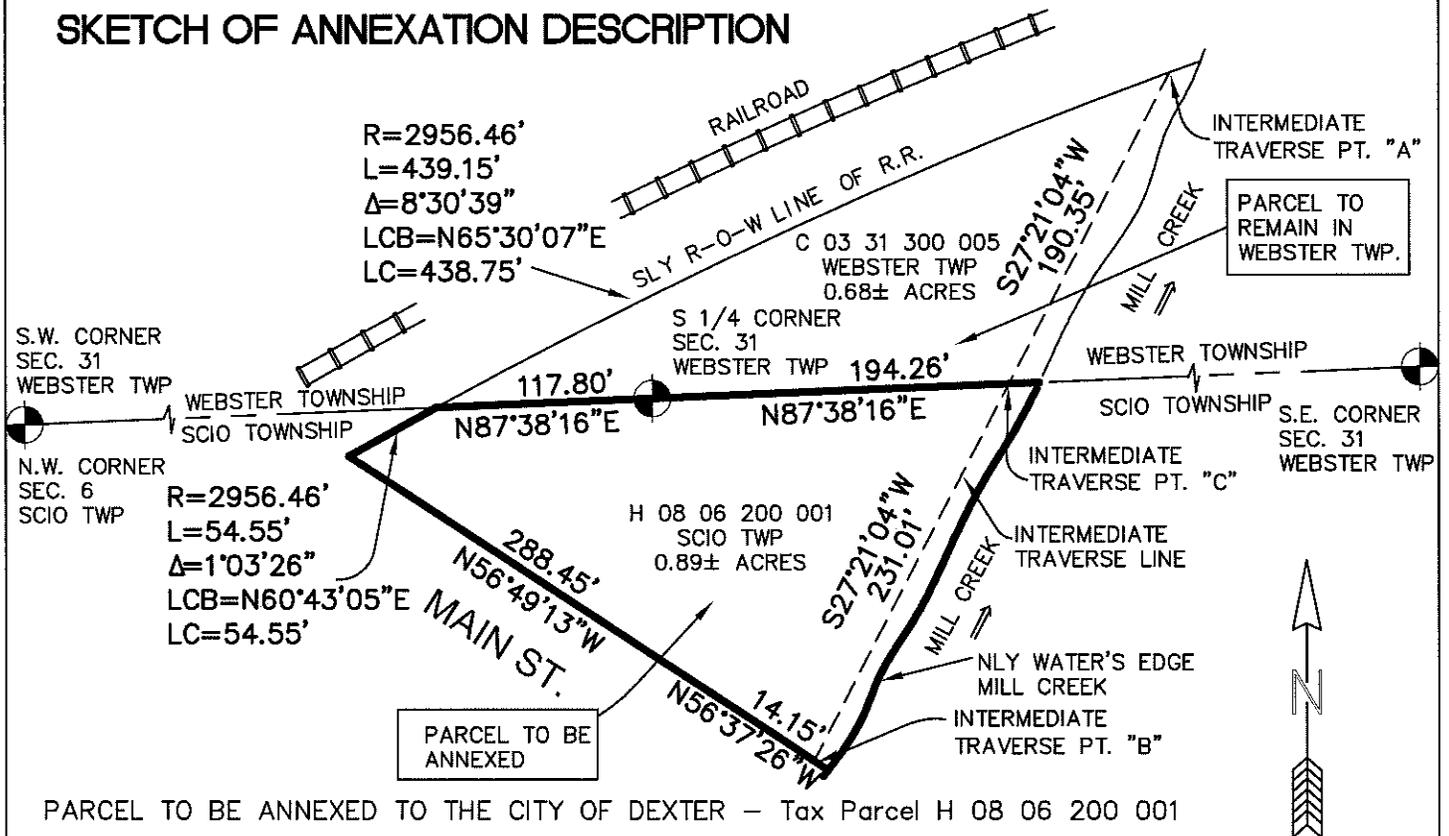
On October 6, 2016 we will submit a Preliminary Site Plan in accordance with the City's Site Plan Review Standards. In order for the City to review the site plan we are submitting the annexation request. We understand that the review process can take several weeks; therefore, we request that the City Council not take action on the annexation request until Final Site Plan approval.

Please let us know if you have any questions or require additional information.

Thank you. We are excited to work with the City to redevelop this unique and challenging property.


Nathan Pound

SKETCH OF ANNEXATION DESCRIPTION



PARCEL TO BE ANNEXED TO THE CITY OF DEXTER – Tax Parcel H 08 06 200 001

Beginning at the South 1/4 Corner of Section 31, Township 1 South, Range 5 East, Webster Township, Washtenaw County, State of Michigan; thence N87°38'16"E 194.26 feet along the south line of said Section 31 (Township line) to a Intermediate Traverse Point "C"; thence continuing along said Township line 5 feet, more or less, to the northerly waters edge of Mill Creek; thence Southwesterly 231 feet, more or less, along said northerly waters edge of Mill Creek to a point bearing S56°37'26"E 5 feet, more or less, from Intermediate Traverse Point "B"; thence N56°37'26"W 5 feet, more or less, along the Northerly right-of-way line of Main Street to said Intermediate Traverse Point "B" which bears S27°21'04"W 231.01 feet from said Intermediate Traverse Point "C"; thence continuing along said Northerly right-of-way of Main Street the following two courses, N56°37'26"W 14.15 feet, N56°49'13"W 288.45 feet; thence non-tangentially 54.55 feet along the arc of said 2956.46 feet radius circular curve concave to the Southeast having a central angle of 01°03'26" and a chord bearing N60°43'05"E 54.55 feet along said southerly Michigan Central Railroad right-of-way; thence N87°38'16"E 117.80 along said Township line to the Place of Beginning. Being a part of the the North 1/2 of Section 6, Township 2 South, Range 5 East, Scio Township, Washtenaw County, State of Michigan an containing 0.89 acres of land, more or less.

REMAINDER OF PARCEL TO REMAIN IN WEBSTER TOWNSHIP – Tax Parcel C 03 31 300 005

Beginning at the South 1/4 Corner of Section 31, Township 1 South, Range 5 East, Webster Township, Washtenaw County, State of Michigan; thence S87°38'16"W 117.80 feet along the south line of said Section 31 (Township line); thence non-tangentially 439.15 feet along the arc of a 2956.46 feet radius circular concave to the Southeast having a central angle of 08°30'39" and a chord bearing N65°30'07"E 438.75 feet along the southerly right-of-way line of the former Michigan Central Railroad to Intermediate Traverse Point "A"; thence continuing along said southerly railroad right-of-way 5 feet, more or less, to the northerly waters edge of Mill Creek; thence Southwesterly 190 feet, more or less, along said northerly waters edge of Mill Creek to a point on the Township line bearing N87°38'16"E 5 feet, more or less, from Intermediate Traverse Point "C"; thence along said Township line S87°38'16"W 5 feet, more or less to said Intermediate Traverse Point "C" which bears S27°21'04"W 190.35 feet from said Intermediate Traverse Point "A"; thence continuing S87°38'16"W 194.26 feet along said Township line to the Place of Beginning. Being a part of the South 1/2 of said Section 31, Township 1 South, Range 5 East, Webster Township, Washtenaw County, State of Michigan an containing 0.68 acres of land, more or less.

CLIENT: A.R. BROUWER COMPANY

ANNEXATION EASEMENT

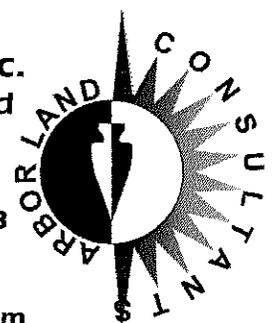
OF A PARCEL OF LAND IN THE N 1/2 OF SECTION 6, T2S, R5E SCIO TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN.



Arbor Land Consultants, Inc.
Professional Land Surveyors

2936 S. Madrono
Ann Arbor, MI 48103
(734) 669-2960
Fax 669-2961

www.arborlandinc.com



JOB NO.: 08716	DATE: 9-29-2016
FLD. BOOK:	REVISED:
SHEET OF	BY: PVS

SCALE: 1" = 100'

Mill Creek Outdoor Adventures



**NATHAN POUND
8180 MAIN ST.
DEXTER, MI 48130**

248-660-3711

POUNDNS@HOTMAIL.COM

November 1, 2016

City of Dexter
8140 Main Street
Dexter, MI 48130

Dear City of Dexter,

After reviewing the options to develop and clean-up the commercial property at 8180 Main St., we have determined that the entire parcel can be annexed into the City of Dexter, however this will need to be completed in stages. Since approximately half of the site is in Scio Township and half is in Webster Township, two (2) sets of annexation requests to the Township Boards and the Dexter City Council are required. Our current plan is to submit the Scio Township request in November 2016. The Webster Township request will be submitted in the summer/fall of 2017 to comply with the Liquor Control Commission's requirements. Since the tavern license is currently under Webster Township's jurisdiction and a portion of the building must be in Webster Township at the time the license is approved, the annexation can only occur after the building has been constructed and their investigator has formally visited our facility and issued the tavern license.

Please review our request and let us know if you are willing to move forward as outlined above.

Thank you for your consideration.

Sincerely,

Nathan S. Pound
Mill Creek Outdoor Adventures, LLC
8180 Main St. Dexter, MI 48130

Mill Creek Outdoor Adventures



**NATHAN POUND
8180 MAIN ST.
DEXTER, MI 48130**

248-660-3711

POUNDNS@HOTMAIL.COM

Response Email from Carol Shepard:

1. It is my understanding that in order to be considered for final approval for a Tavern License at 8180 Main St., a portion of the proposed new building must lie in the Webster Township portion of the property, is this correct?

According to 436.1531(1) - A public license shall not be granted for the sale of alcoholic liquor for consumption on the premises in excess of 1 license for each 1,500 of population or major fraction thereof. (Note: This is referring to "new" public licenses, this is not referring to DDA licenses, Resort licenses or transfers of licenses from other governmental units).

Each governmental unit is allocated a number of liquor licenses based upon these quota numbers. It is my understanding, that Webster Township has a quota license available, and has provided a Resolution wherein it has approved the issuance of the quota license to Mill Creek Outdoor Adventures LLC at this location. In order to qualify for a quota license issued by Webster Township, the licensed business must be located within its governmental unit. The Commission MUST be convinced that the licensed business is located within Webster Township before it will issue the requested quota license. In fact, after the annexation of the portion of the property presently located in Scio Township, it would be in Mill Creek Outdoor Adventures LLC's best interest to have a Resolution from the City of Dexter supporting the issuance of the license by Webster Township, and acknowledging that the proposed licensed business is located within Webster Township.

2. It is also my understanding that after the State Commission gives an approval for a Tavern License in Webster Township, it issues a Conditional Liquor License until a Final on-site building Inspection is conducted. This approval would be completed after new construction with the Webster portion of the property still remaining under their jurisdiction. Is this correct?

The Commission does not issue a conditional liquor license in this situation. Rather, the Commission reviews the investigative report, and makes its determination whether to approve or disapprove of the license being issued to the applicant. The Commission issues an Order providing the details of its decision. One of the requirements in the Commission's Order will be a final inspection to ensure renovations have been completed, furniture, fixtures and equipment have been installed, and to ensure the establishment complies with MLCC Code and Administrative Rules. The actual license will not be issued until the documents/information contained in the Commission's Order have been fulfilled. Once again, the Commission will make its determination to issue the quota license based upon the proposed licensed business being located within Webster Township's governmental unit.

3. After such on-site approval, the Webster portion can then be annexed into the City of Dexter. Is this correct?

As previously stated, since this is a quota license, the Commission will only issue the license if the proposed licensed business is actually located within Webster Township's governmental unit. However, an existing liquor license may be transferred into another governmental unit within the same county.

Mill Creek Outdoor Adventures



NATHAN POUND

248-660-3711

POUNDNS@HOTMAIL.COM

8180 MAIN ST.

DEXTER, MI 48130

I hope this answers your questions, and I cannot stress the importance of providing enough documentation to verify your entity's proposed licensed location is indeed Webster Township. If the Commission is not convinced that the proposed business is located within Webster Township, it will deny the issuance of this license.

Carol Shepard, Investigator
Michigan Liquor Control Commission
517-242-7135

Mill Creek Outdoor Adventures



**NATHAN POUND
8180 MAIN ST.
DEXTER, MI 48130**

248-660-3711

POUNDNS@HOTMAIL.COM

November 6, 2016

Mr. Spaulding Clark
Mr. Jack Knowles
Supervisor(s)
Scio Township

Dear Jack,

After reviewing the options to develop and clean-up the commercial property at 8180 Main St., we have determined that the entire parcel will need to be annexed into the City of Dexter. Since approximately half of the site is in Scio Township and half is in Webster Township, two (2) sets of annexation requests to the Township Boards and the Dexter City Council are required. We are requesting immediate annexation of the Scio portion of the property. The Webster township portion will be annexed at a later date.

Please review our request with the township board at your November meeting and let me know if they are willing to move forward as outlined above.

Thank you for your consideration.

Sincerely,

Nathan S. Pound

Nathan Pound

October 31, 2016

Mr. John Kingsley
Supervisor
Webster Township
5665 Webster Church Rd.
Dexter, MI 48130

Dear John,

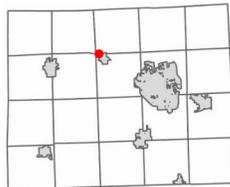
After reviewing the options to develop and clean-up the commercial property at 8180 Main St., we have determined that the entire parcel will need to be annexed into the City of Dexter. Since approximately half of the site is in Scio Township and half is in Webster Township, two (2) sets of annexation requests to the Township Boards and the Dexter City Council are required. Our current plan is to submit the Scio Township request in November 2016. The Webster Township request will be submitted in the summer/fall of 2017 to comply with the Liquor Control Commission's requirements. Since the tavern license is currently under Webster Township's jurisdiction and a portion of the building must be in Webster Township at the time the license is approved, the annexation can only occur after the building has been constructed and their investigator has formally visited our facility and issued the tavern license.

Please review our request with the township board at your November meeting and let me know if they are willing to move forward as outlined above.

Thank you for your consideration.

Sincerely,

Nathan S. Pound
Mill Creek Outdoor Adventures, LLC
8180 Main St. Dexter, MI 48130



1: 600

11/9/2016



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

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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

Re: Donation Policy

Date: November 4, 2016

In response to a proposed donation and the question of how to appropriately honor donations, the Parks and Recreation Commission began working on a Donation Acceptance Policy in May 2016. The Committee's desires in crafting the document were: to set a process to accept or reject proposed donations, to limit the proliferation of plaques throughout the City's parks. At their October 18th meeting the Parks and Recreation Commission unanimously voted to recommend approval of the Donation Acceptance Policy to City Council.

While the document was developed by the Parks and Recreation Commission and most donation requests seem to be directed towards the City's parks, this document does give consideration to a variety of donation types and provides a process that is broadly applicable. In addition, the document has been designed to work in conjunction with the Arts, Culture, and Heritage's Master Plan document (discussed by City Council in September), which provides a process for accepting art donations. To supplement this document, the Commission has expressed an interest in developing a list of specific "needs" – trash cans, benches, trees, etc. – and the locations of those needs, in an attempt to direct donations.

Council is asked to discuss this policy prior to acting on it at a future meeting.

City of Dexter
Donation Acceptance Policy
Adopted: XXXXXXXXXX

Introduction

The City of Dexter truly appreciates the generosity of donors who wish to make Dexter a nicer community for all. The residents of the City of Dexter have a proven track record in donating their time and resources to bettering the community. These efforts often make the difference between a good community and a great community.

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City, which will enhance quality of life. The City of Dexter desires to encourage donations, while at the same time considering aesthetic impacts and on-going maintenance and operational costs. While this policy predominantly focuses on material donations to the City's park operations, this policy should be considered to have broad applicability for unseen future donations. This policy shall not be applicable to individuals and organizations responding to a request for donation generated by City staff towards a specific project.

These Donation Guidelines have been developed to acquaint citizens, friends, and environmental stewards of Dexter with various projects, equipment, facilities, and plantings for which the City has an established need and how they can contribute or assist in meeting those needs. The guidelines will also assist the City in publicizing opportunities available for donation and recognition within the City.

Donations

Introduction

A gift to the City of Dexter will assist in the enhancement of City parks, facilities, programs, and the experience of visitors. The City takes pride in maintaining and improving public facilities, and any level of donation - time, effort, or gift - is appreciated.

The City of Dexter offers several opportunities for contributing to the beautification and enhancement of the City's parks and facilities. It is the City's goal to ensure that public resources are preserved and accessible to the City's residents.

The City of Dexter is a government entity and therefore all donations are tax deductible.

Guidelines

Gifts intended to either become incorporated into City parks, as well as gifts of equipment, vehicles, boats or facilities intended to supplement those of the City often involve considerations of aesthetics, costs, and compatibility whose features shall be evaluated using the following criteria:

1. Need – There must be a demonstrated need for the City to accept any donation.
 - a. Donations that do not meet a demonstrated need must be approved by the respective Committee.
2. Aesthetics - The City and community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the City's character and be consistent with the intended surroundings.
3. Requirement of Maintenance/Repair - Since donated elements and their associated recognition become City property, the community has an interest in ensuring that all elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable and that

repair parts and materials be readily available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.

4. Requirement of Consistency with Current and Future Use - Does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located?

5. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community.

6. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation.

7. Absence of Substantial Impact on Public Health and Safety and/or Welfare

8. Costs Associated with the Proposed Gift - The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.

- a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
- b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.
- c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.

Additional guidelines for donations of public art may be found in the Arts, Culture, and Heritage Committee's Master Plan. The link to the ACH Master Plan is: <http://dextermi.gov/arts>.

Donation Process

To promote an efficient review process and prevent disappointment, prior to preparing a written proposal the donor or donor's representatives should contact the City Manager's Office to discuss the proposed gift. This pre-application meeting shall assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information.

1. Complete Donation Form.

- Select type of donation.
- Enter amount of donation.
- Enter other relevant details
- Enter honoree or commemoration.

2. Submit Form to the City Office (8123 Main St., 2nd Floor).

3. Details of donation are considered by the Parks and Recreation Commission, the Arts, Culture, and Heritage Committee, or City Council at the next regularly scheduled meeting.

- For art donations, please see the Arts, Culture, and Heritage Committee Master Plan.

4. Input from of other Boards or Committees may be requested. The item may be forwarded to City Council for consideration depending on whether the donation has been pre-approved.

5. Staff contacts donor to schedule donation installation and other details.

6. Donation installation occurs.

7. Receive acknowledgement for donation.

Please make checks payable to:

City of Dexter
8140 Main St.
Dexter, MI 48130

Commemorative Tree Program

This program is an excellent way to honor someone close to you or to remember a special occasion or achievement, such as the birth of a child, graduations, weddings, anniversaries, or "in memory of."

Recognition Tree or Shrub – For a donation of \$350, a donor may select a tree (or \$150 for a shrub) from the City's select plantings list, help select the planting site (based on need), and take part in a planting ceremony. The honoree will receive a certificate commemorating the planting of the tree. Plantings will only take place in the spring, and donation applications for this purpose are due by February 15th.

For a full list of acceptable tree and shrub donations, please see section 6.11 of the zoning ordinance. The appropriateness of certain types of trees/shrubs shall be determined by the surrounding landscape and design. Donated trees intended to be planted outside of City parks shall fall under the purview of the City's Tree Board. The Parks and Recreation Commission may request input from the City's Tree Board or other professional arborist with regard to tree donations.

Gifts for Parks Program

The "Gifts for Parks" program assists in the development of quality facilities, programs, and resources through the park system. It allows individuals or groups to donate a variety of items, including money, equipment, materials or time. Any monetary donation is helpful to improving the quality of Dexter parks. Donors may also identify specific programs to receive their donation if they choose. The donor will receive a special certificate (donations over \$5,000), or a plaque (donations over \$10,000). For example, you may request that your donation to be used to purchase land, develop sites, or manage projects at any park.

Art in the Park Program

Donations to the "Art in the Park" program assist in improving the aesthetic, cultural, and historical experience of open spaces and recreation in the City. In collaboration with the Arts, Culture and Heritage Commission and the Art Selection Committee, donations of public art may be placed within City parks. Approval of a donation is required by the Parks and Recreation Commission, Art Selection Committee, and City Council. The donor will receive a special certificate (donations over \$5,000), or a plaque (donations over \$10,000).

The Arts, Culture, and Heritage Committee and the Art Selection Committee serve as recommending bodies to City Council relating to the selection or acceptance of art in Dexter. With regard to art-related donations, the Arts, Culture, and Heritage Committee's Master Plan will serve as a conjunctive document to this Donation Guidelines document. The Committee's Master Plan document will provide detail regarding the process for donating art.

Other Categories of Acceptable Gifts

- Cash (and cash equivalents – checks, CDs, savings accounts)
- Marketable securities (publicly traded stocks, bonds, U.S. government securities)
- Tangible real property
- Life Insurance
- IRA rollovers
- Charitable Gift Annuities
- Charitable Remainder Trusts
- Charitable Annuity Trusts
- Charitable Lead Trusts
- Bequests

Acknowledgement of Donation

Bronze Level – All Donations

All accepted donations will receive recognition through a social media post, E-mail Update article, and a thank you letter.

Silver Level – \$5,000 and Above

Donations of \$5,000 and above will receive all of the acknowledgements listed under the Bronze Level, as well as a certificate of recognition presented at a public meeting of City Council.

Gold Level – \$10,000 and Above

Donations of \$10,000 and above will receive all of the acknowledgements listed under the Bronze and Silver Levels, as well as a plaque or commemorative signage honoring the donation.

Plaques and Signage

The City recognizes that plaques and signage affect the aesthetic of public places. There is a difference between a plaque intended to label a piece of art, a monument, or a historic structure and plaques honoring a donor. While implementing labelling signage should be left up to the Committee most closely related to a particular project, there should be guidelines for commemorative signage and plaques.

Plaques and commemorative signage shall be no larger than 3" x 5" and shall be limited to say either "In honor of" or "Special thanks to" followed by the name and suffix of the honoree or donor. No additional information is to be included.

Rejection, Removal, or Relocation

The City Council shall have the full and final authority to approve or deny all gift proposals. City staff or City Council may request additional information, including but not limited to scaled drawings, artist's renderings or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to City Council.

While the City will give consideration to special requests (desired placement location, tree type, plaque, etc.), the City reserves the right to reject a donation for any reason. Any Commission may also recommend that donated resources be re-directed to an established need. This applies to both past and future donations.

Once an item is donated to the City of Dexter, it becomes the property of the City of Dexter. The City reserves the right to remove, alter, sell, or otherwise dispose of City property as it sees fit. The City is not obligated to replace the gift or park improvement if it is stolen, vandalized, worn-out, irreparably damaged, destroyed or expires. No returns or refunds shall be given for monetary or physical donations once the check or cash is deposited or a physical item is installed.

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