

**THE CITY OF DEXTER
REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 12, 2022**

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

The City Council Meeting was called to order at 7:00 PM by Mayor Keough and was held at 7610 Ann Arbor Street Dexter, MI.

B. ROLL CALL:

Sanam Arab – Present
Paul Cousins – Absent
Donna Fisher – Present
Jamie Griffin – Present
Wa-Louisa Hubbard – Present
Zach Michels – Present
Mayor Shawn Keough – Present

Student Representatives:
Bonnie Keating – Present
Adam DiGregorio – Absent

Also attending: Justin Breyer, City Manager and City Clerk; Josh Tanghe, Assistant to the City Manager; Pamela Weber, Recording Secretary; Tim Stewart, Superintendent of Public Services; residents; and media.

Attending remotely: Grace Whitney, Associate Planner; Marie Sherry, Finance Director/Treasurer/Assessor, Michelle Aniol, Community Development Manager and residents.

C. APPROVAL OF THE MINUTES

1. City Council Meeting – August 22, 2022

Motion Griffin; support Arab to approve the minutes of the August 22, 2022 Regular City Council Meeting.

Ayes: Arab, Griffin, Fisher, Hubbard, Michels, Keough
Nays: None
Absent: Cousins
Motion carries

D. PRE-ARRANGED PARTICIPATION

1. Constitution Week Proclamation

Mayor Keough introduced Ms. Sue Dancer who indicated that she represents the Daughters of the American Revolution (DAR) group that supports Constitution Week. Mayor Keough presented a proclamation to Ms. Dancer as that representative, recognizing September 17, 2022 as the 235th anniversary of the drafting of the Constitution of the United States of America and marking September 17th through September 22nd 2022 as Constitution Week in Dexter, MI. Mayor Keough urges all citizens to take note of the observance.

Ms. Dancer thanked City Council and the Mayor for the proclamation in recognition of Constitution Week. She explained she is a member of the Sarah Caswell Angell chapter of the Daughters of the American Revolution. The DAR is a nonprofit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children. The DAR sponsors scholarships for students, education initiatives, service to veterans, community service and commemorates events such as Constitution Week. Ms. Dancer recited the preamble to the United States Constitution and encouraged all to remember those words.

E. APPROVAL OF AGENDA

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

Ayes: Hubbard, Michels, Fisher, Arab, Griffin, Keough

Nays: None

Absent: Cousins

Motion carries.

F. DECLARATION OF CONFLICTS OF INTEREST

None

G. PUBLIC HEARINGS:

None

H. NON-ARRANGED PARTICIPATION

Daniel Schlaff 7939 4th Street Dexter, MI – indicated that he is excited to announce that he will be running for City Council in the upcoming November election as a write in candidate. He indicated that he has 37 years of experience working for the City and has lived in the City the majority of his life. He feels that his history, experience, and perspective make him a valuable addition to City Council if the voters choose.

I. COMMUNICATIONS:

1. Upcoming Meeting List –

Council Member Michels reported that at the next CAPT/DART meeting someone from SPARK will be speaking, and in November someone from Trial Towns will speak.

J. REPORTS:

1. Public Services Superintendent – Tim Stewart

Mr. Stewart provided his written three-work report as per packet. Mr. Stewart provided the following update:

- A Council Member thanked Mr. Stewart for answering questions included in the supplement.
- A question was asked about why the new speed limit sign, as you approach Dexter, on Dexter Ann Arbor Road is still covered. Staff explained they are awaiting approval from Washtenaw County to permit the installation of “reduced speed ahead” signage.
- A question was asked about the white fence that was washed. Staff clarified that it was the white fence used around the Paint Dexter tent and ice rink that was washed.
- A Council Member mentioned there are other stop signs that are beyond the crosswalk. Mr. Stewart said that in one case, it may be that way due to the cars blocking the turning view. Staff will be looking into it to see if there is a code requirement.
- All RRFBs are working.
- The change in timing on the Dan Hoey/Dexter Ann Arbor crossing is complete to the best of Tim’s knowledge.
- Regarding the grass on Second St., the landscapers will be there tomorrow and one week after, adding herbicide, dirt and seed and whatever is needed. We are holding a retainer until it is complete.
- Pavers will be out Wednesday through Friday to wrap up 3rd and Broad.
- Will be holding a small tour of the Wastewater Treatment Plant with Multi-Lakes Friday at 1:00pm for anyone interested.
- The final sidewalk on Third St. will be completed after the wall is finished.

2. Community Development Manager – Michelle Aniol

Ms. Aniol submitted her written report as per packet. Ms. Aniol provided the following update:

- Mayor Keough brought up the issue that occurred with Planning Commission not opening their meeting due to technical difficulties. He indicated that he feels that City boards should always open a meeting if there is a quorum, despite technical difficulties. He will be speaking to all of the meeting chairpersons to ensure they understand. He further said we could have scheduled a second public hearing to

capture the individuals that attempted to, but could not join virtually. There was additional discussion about the best approach going forward. A copy of the recording will be shared with Council Members.

- The Main Street Banner will be regulated under Section 7.09, Signs in the Public Right-of-Way in the new zoning ordinance. Signs in the public right-of-way would only be allowed as follows:
- Working with Washtenaw County Building Department related to rental inspections and property maintenance. Upon inspection, 8250 Huron appeared to be unsafe so they posted a notice and issued a stop work order. We are trying to get the property owner to follow the required processes.
- Ms. Aniol was asked to be part of the interview panel for Chelsea. She recused herself due to a conflict of interest.
- We have not yet contacted the 14 people who attended Planning Commission for the public hearing. We are scheduling a meeting with the property owners at 3670 Central. Mayor Keough said he may want to meet with the residents to hear their concerns. Ms. Aniol will get the names, addresses and corresponding comments to Mayor Keough and other Council Members.
- Ms. Aniol indicated that she noticed that Noble Appliance was closed. She reached-out and educated the business about zoning requirements and they responded and re-opened. Otherwise, there is nothing different since the previous report that they are trying to sell the building and rent back from the new owners.
- A tasting room for spirits including whiskey is applying for special use. They are not producing the spirits on site and there will be no prepared food. Some packaged snack foods such as nuts and chips may be available. It will go under special use and therefore, will go to Planning Commission and then City Council. It will be located at 3126 Broad St. in the middle unit of the old Encore building.
- Folks have stopped parking across the sidewalk on Alpine.

3. Board, Commission, & Other Reports- None

4. Subcommittee Reports - None

5. City Manager Report – Justin Breyer

Mr. Breyer submitted his written report as per packet. Mr. Breyer provided the following update:

- There was no lingering damage from the power outage. Staff did a really good job dealing with the downed trees and limbs. Generators were utilized downtown to run stop lights. Water and waste water plants were not impacted by the outage. The outage did impact City offices and the use of electronic systems. As a result, a generator for the new building may be in order, at some time in the future.
- There will be railroad work occurring from midnight to 6 a.m. The City has reached-out to determine if AMTRAK is modifying the curve of the track.
- Absentee ballots are anticipated to go out the 23rd and 24th of this month. There are several proposals on the ballot, three State proposals, two City proposals and a Library proposal.

- ACH will be hosting the S'mores and More event again this year on October 1st.
- There has been a request to modify the school zone time on Dan Hoey from 7:45 a.m. to 7:30 a.m. and to relocate the post closer to Walkabout Creek. We are working with OHM to evaluate.
- There was a request for speed bumps in Westridge. Mr. Breyer provided information on why the City tries to avoid speed bumps and use enforcement instead. Discussion followed:
 - A targeted mailing to residents, listing the complaints, with follow-up enforcement by the Sheriff's Department.
 - Signage such as "We Love Our Kids"
- Questions have come from residents asking when the Fido Fountain will be installed. One option is to replace the existing fountain in Monument Park with the fountain. Council would like the Parks and Recreation Committee to make a recommendation.
- A comment was made that turning left into Mill Creek Middle School when the light is green is not possible due to traffic.
 - Mr. Breyer will request a proposal from OHM on ways to improve safe turning. Once options are provided and reviewed by City Council, Mr. Breyer will reach-out to Dr. Timmis.
- The City Hall renovation schedule was provided. There are new center column issues/solutions and cost options that will be discussed tomorrow. Soil compaction in the basement is not adequate for the type of footing they want to pour. Mr. Breyer anticipates that Council Chamber and section three of the building will be back open by November's Election Day. They started framing out the elevator pit. The elevator should be delivered in the next week or so and will be stored in the barn temporarily.

6. Mayor Report – Shawn Keough

Mr. Keough submitted his written report as per packet. Mr. Keough provided the following update:

- Had a conversation with David Lutton and the Scio Township Supervisor. The Supervisor does not feel the Scio Township Board is interested in a 425 Agreement. Mr. Lutton may look at a smaller project as a result.
- On August 31st Mr. Keough attended the Dexter Chamber of Commerce Meeting. They are interested in helping with the bi-centennial in 2024 and heading up a parade. As a City, we need to decide what we want to do, how do we want to do it, select the date(s) and the main event. The Arts/Culture/Heritage Committee is going through a list of activities.
- Suds on the River was well attended again this year, almost 400 people. It was held in Delhi Metropark this year.

7. Council Member Reports – None

K. CONSENT AGENDA:

1. Consideration of: Bills & Payroll in the amount of: \$418,834.78
2. Consideration of: Closure of Central St. from Main to Fifth for Apple Daze Road Closure

Motion Fisher; support Hubbard to approve items 1-2 of the Consent Agenda.

Ayes: Michels, Fisher, Griffin, Arab, Hubbard, Keough

Nays: None

Absent: Cousins

Motion carries

L. UNFINISHED BUSINESS-Consideration and Discussion of: None

M. NEW BUSINESS-Consideration and Discussion of:

1. Consideration of: Connecting Communities Grant Application Resolution – Grand St. Connector.

Motion Fisher; support Hubbard to approve the resolution to apply for a Connecting Communities Grant for the Grand Street Connector project.

Ayes: Michels, Fisher, Arab, Griffin, Hubbard, Keough

Nays: None

Absent: Cousins

Motion carries

2. Discussion of: Fire Station Design and Millage Informational Publication(s)

Discussion Included:

- The user group includes Councilperson Arab, Interim Chief Armstrong, David Gassen-Partners in Architecture (PIA) and Mr. Breyer. They have had two meetings thus far, looking at documents such as floor plans, site plans and 3D renderings.
- The goal is to look at what can be done with the budget that was approved.
- Friday the 16th is the final meeting to have it ready for the next City Council packet. Millage publications/educational documents have been pulled from other communities such as Green Oak Township as examples/guides for our educational materials. A draft was presented to City Council Members. The final document can be included in the City's Newsletter and e-mail update.
- A suggestion was made to include the City's millage rate increase history to show increases have been primarily due to Washtenaw County not the City of Dexter.
- Floorplans, cost breakdowns and 3D pictures will be made available to Council Members prior to the next City Council meeting. Mr. Breyer would like to run everything past the City Attorney to ensure it is all legal.

- Council would like to share an appealing building rendering in the information packet that goes out to residents.
- A suggestion was made to have the approval of City residents before spending money on the costly formal design process.
- We should look at what building materials will yield the best value.

N. COUNCIL COMMENTS (paraphrased or summarized by Recording Secretary)

Michels: Have heard from folks that are concerned they do not know what they are voting for related to the fire station.

Cousins: Absent

Fisher: None

Arab: None

Hubbard: Would have appreciated hearing Zach’s comment earlier so we could have discussed the issue.

Griffin: None

Student Representatives:

DeGregorio: Absent

Keating: None

O. NON-ARRANGED PARTICIPATION

Mr. Joe Semifero, 3214 Boulder Court Dexter, MI. The speeding complaint about Westridge is not a new one. It is the same one from 10-12 years ago. A radar sign was put in place to collect data and then see what happened after it was removed. Past use showed speeding was rare. The streets were set up to have parking on one side only and they are narrow. I personally went out and talked to the neighbor when my son was chewed out by a neighbor even though he was not speeding. The neighbor complained that the driver should have slowed down when children were at play. One thought is to put the radar up again and see what the data shows. There are other options other than speed bumps, such as roundabouts, etc. Traffic engineers would likely have suggestions.

Regarding the fire station, there will be people approaching City Council Members in different ways. Some will be in support and some will not. This discussion has been going on for 4 years. Do not worry about the next Council. The majority of you will be that next Council. I hope each of you will encourage city residents and support what is happening.

P. ADJOURNMENT

Motion Arab; support Fisher to adjourn the meeting at 8:46 PM.

Unanimous voice vote approval with Cousins absent.

Respectfully submitted,

Justin Breyer
City Manager and City Clerk

Approved for Filing: _____

Community Composting

What does Community Composting look like?

We would like to propose a composting center. At this facility people could bring over their compostable items where they would be mixed into a large scale composter. The city or possibly volunteers would manage this composter and then redistribute the finished compost.

What our Proposed Compost Center Would Entail

- ◎ A compost turner
- ◎ A large compost bin
- ◎ An area to place completed compost
- ◎ A system for people to get the completed compost

Redistributing the final compost

Once there is finished compost it can be packaged up and sold back to the dexter citizens. The compost can either be free and open to all dexter citizens or the city could charge for it. Citizens would then be able to use this fresh compost for their gardens and yards.

Logistics

Location of Composting Center-

The community composting center could be built next to the recycling center.

Cost of Composting Center-

Finding the cost of such a facility was difficult to find and we had inconclusive results. However, the lasting impact and benefits of this facility are worth an investment.

Benefits of Composting

Our generation must protect the environment and do everything in our power to improve it. One of the things we can do is composting. Composting not only has environmental benefits but can be used for our own benefit as well.

Composting. . .

- Prevents soil erosion
- Reduces waste
- Promotes healthier plant growth
- Conserves water
- Combats climate change
- Promotes soil health

City Council's Role

We'd like to propose this idea of a community compost for you to consider, then bring to the community for their ideas, with a final goal of a community compost program being started in the community.

PAGE LEFT INTENTIONALLY BLANK

Meeting Calendar

Agenda: 9/26/22
Item: I-1

Board	Date	Time	Location	Website	City Representative
Washtenaw Area Transportation Study - Policy	9/21/2022	9:30 a.m.	110 N. Ave., Ann Arbor	http://www.miwats.org/	Shawn Keough
Huron River Watershed Council	9/22/2022	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	https://www.hrwc.org/	Paul Cousins
Dexter Community Schools Board of Education	9/26/2022	7:00 p.m.	Creekside Intermediate School	https://www.dexterschools.org/	
Dexter City Council	9/26/2022	7:00 p.m.	St. Andrews Church Fellowship Hall	https://www.dextermi.gov/government/cc.php	
Western Washtenaw Area Value Express	9/27/2022	8:00 a.m.	Catherine Crippen Building	http://www.ridethewavebus.org/	Paul Cousins
Dexter Area Chamber of Commerce	9/28/2022	9:00 a.m.	Dexter Wellness Center	https://www.dexterchamber.org/	Shawn Keough/Donna Fisher
Planning Commission	10/3/2022	7:00 p.m.	St. Andrews Church Fellowship Hall	https://www.dextermi.gov/governm	Wa-Louisa Hubbard
Dexter District Library Board	10/3/2022	7:00 p.m.	Dexter District Library	https://dexter.lib.mi.us/	Martha Gregg
Urban County Executive Committee	10/5/2022	2:00 p.m.	Washtenaw County LRC, Huron Room		Michelle Aniol
CAPT/DART - As Needed	10/5/2022	7:00 p.m.	12172 Jackson Rd.		Zach Michels/Sanam Arab
Arts, Culture, and Heritage Committee	10/5/2022	7:00 p.m.	3515 Broad St.	https://www.dextermi.gov/governm	Sanam Arab
Washtenaw Area Transportation Study - Technical	10/5/2022	9:30 a.m.	200 N Main St., Basement	http://www.miwats.org/	Tim Stewart
Dexter Area Historical Society Board	10/6/2022	7:00 p.m.	Dexter Area Historical Museum	http://www.dexterhistory.org/	
Dexter Community Schools Board of Education	10/10/2022	7:00 p.m.	Creekside Intermediate School	https://www.dexterschools.org/	
Dexter City Council	10/10/2022	7:00 p.m.	St. Andrews Church Fellowship Hall	https://www.dextermi.gov/government/cc.php	

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

PAGE LEFT INTENTIONALLY BLANK

**DEPARTMENT OF PUBLIC SERVICES
TWO WEEK REPORT ENDING SEPTEMBER 18, 2022**

DPW

- Cleaned up the farmers market area
- Dug hole for replacement grill in Mill Creek Park North
- Replaced boards on boardwalk
- Took down pennant rope at parking on Broad
- Fixed irrigation in Monument Park
- Push mowed around the city
- 3rd street progress meeting
- 3515 Broad St. progress meeting
- DPW interviews (2)
- Union meeting
- Checked stop signs
- Load traffic cabinet for Dapperich
- Changed the banner on Main St.
- Milled and asphalt on Forest
- Met concrete cutter contractor
- Met Stacie, Chris, Tim about curbs on Oliver and York
- Cut plexiglass and picked up supplies to fix the kiosk
- Marked trees for fall planting
- Picked up tack for asphalt
- Chipped a lot from the storms that came though the city
- Prepared trucks to be ready for MDOT inspections
- Drove truck in for MDOT inspection
- Ground stumps
- Followed up on oil spill on Eastridge
- Contacted Plant wise about burning retention pond in the Industrial Park

WATER

- Reads (final, beginning, NUBCO)
- Miss Digs 35
- Backwash 09/07 32,000Gals 09/14 33,600Gals
- Well 5 Depth 09/05 25.0FT 09/012 24.4FT
- The average water use for the week of 09/05 to 09/11 was 0.572 MGD
- The average water use for the week of 09/12 to 09/18 was 0.530 MGD
- Shut water off for non-payment
- Sidewalk inspection on Eastridge
- Drop off water van at the dealership to be repaired (Fuel problems)
- Replaced MXU on baker
- Sump pump inspection on Eastridge
- Final ROW inspection on Bridgeway
- Replaced compression nut at the Filter Building
- Turned water off and back on for Plumber on Eastridge
- Met with DTE about moving the utility pole on Grand St.
- Repaired curb box on 2nd St.

- Replaced water meter gasket at Ryan Dr. Well House
- Dropped off new water meters to Jenna
- Coded bills
- Signed Todd and Brad up for a water test review class
- Talk with the contractor about the grass issues on 2nd St.
- 3rd and Broad update meeting
- DPW new employee Interviews
- New city hall meeting
- Turned water on Ann Arbor St.
- OHM update meeting
- Power washed the Filters at the Water Plant

SEWER

- Received chlorine delivery
- Ordered hazardous location unit heater from Madison Electric
- Review zoning application for tasting room at 3126 Broad St, the 3-compartment sink needs FOG control devise
- Received low profile man hole frame from 2nd St project. They replaced the one they used from the WWTP
- Adjust WWTP chlorine feed in response to high bacti count. The seasonal change is effecting disinfection
- Annual Industrial pollution prevention monitoring at Alpha Metals. Staff collected samples and delivered to Test America for analysis
- Replaced automatic transfer switch enclosure bolts at Industrial park lift station
- Review certification renewal status and training needs
- Troubleshoot WWTP softener, calcium building up in lab water still
- Received and installed the crane base for raw sludge pump #1
- Multi lakes sewer authority tour Dexter WWTP
- Westridge lift station genset alarm reset and test ran all is good
- Increased activated sludge air supply in response to elevated ammonia
- Check bulk ferric storage level, will need to order in October
- Submitted August operating report to EGLE
- Turn water on/off on Baker Rd
- Installed coolant reservoir jug on well 5 generator
- Evaluate 3rd St retaining wall over water service

STAFF REPORT

Agenda: 9/26/22

Item: J-2

To: Mayor Keough and City Council
Justin Breyer, City Manager

From: Michelle Aniol, Community Development Manager

RE: Staff Report for September 12, 2022

1. Upcoming Virtual Meetings/Webinars: June:

- 1) Ann Arbor SPARK Public/Private Sector Meeting – Sept 29th
- 2) SEMCOG Water Infrastructure Task Force – Sept 29th
- 3) Planning Commission, October 3rd
- 4) Urban County Executive Committee – October 6th
- 5) City Council, October 10th
- 6) Michigan Association of Planning Annual Conference, Oct 13-15th
- 7) ZBA, October 17th
- 8) DDA, October 20th
- 9) City Council, October 24th

2. General Update:

- A. Forest Street Sidewalk Connection to Mill Creek Park Pathway** – At its August meeting, the DDA was informed that City Council was seeking an easement from the DDA, for the purpose of constructing a new sidewalk and sidewalk connector along Forest Street, and a portion of which would encroach onto a portion of the 3045 Broad Street, which is owned by the DDA.

Consensus of the DDA was that since the DDA and City are in the process of negotiating a pre-development agreement with a developer, the board felt the project was not prudent at this time, but indicated a willingness to revisit the topic in March or April of 2023.

- B. Lawn and Weed Maintenance** - Following up on Council's discussion at the July 11th meeting, staff offers reviewed the regulation in the Dearborn Heights Code of Ordinances and have begun drafting a revised amendment to the General Code. However, there are a few items that Council feedback would be helpful. For example:

- 1) International Property Maintenance Code – The IPMC regulates all existing residential and nonresidential structures and all existing *premises*, structures, equipment and facilities for light, *ventilation*, space, hearing, sanitation, protection from the elements, a reasonable level of safety, sanitary maintenance; the responsibility of owners, an owner's authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties. Exterior property areas are regulated by the IPMC, including noxious weeds and grasses. The enforcement and penalties section of the IPMC would not replace the enforcement and penalties section(s) of the General Code; rather it cites that violations of the IPMC are subject to state and local laws, which for the city are codified in the General Code of Ordinances.
- 2) Code Enforcement Policy and Enforcement Regulations in General Code – In 2009 the Village Council adopted a Community Development Department Code Enforcement Policy (the Policy). The Policy (attached) established a purpose and intent, a policy statement, enforcement policies, and enforcement priorities, which includes both proactive (staff initiated) and reactive (compliant based) activities.

Some of the language in the Policy is not consistent with the language in the General Code of Ordinances. The inconsistency could be attributed to the fact that the sections of the General Code, which set forth the process and procedures for enforcement of violations of the code have been amended since the Policy was adopted, but the Policy was never updated to reflect those changes. An update to the Policy should be coordinated with the amendments to the General Code regarding lawn/weeds and rental inspection.

Since the IPMC the IPMC regulates lawn/weeds and knowing we need to do a comprehensive review and comparison of the IPMC and the City's General Code before drafting a rental inspection ordinance, does City Council wish to do two separate amendments General Code (one regarding lawn/weed maintenance and the other for rental inspection) or do one amendment that covers both lawn/weed maintenance and rental inspections?

C. Cornman Farms Update: A second meeting has been scheduled with representatives from Cornman Farms. The purpose of the meeting is to review capacity study proposals from OHM and F&V, and discuss next steps. Copies of the proposals accompany this report.

D. Code Enforcement Updates:

1) 8250 Huron St

- a. On August 30, 2022 the Washtenaw County Building Inspection Office posted a Dangerous Building Notice on property you own, which is located at 8250 Huron Street (08-03-31-475-003). On September 13, 2022 the Washtenaw County Building Inspection Department posted a Stop Work Order on that same property, after observing repairs to the building had been initiated, without first obtaining a building permit from the County. On September 14, 2022 staff conducted an inspection of the same property and issued a notice of violation, to the property owner and occupant (business), for the following code violations:
 - i. Public nuisance and blight activity, as defined in Chapter 18, Article II, Section 18-31 of the General Code of Ordinances;
 - ii. Operation of a trucking operation without obtain Special Land Use approval and operation of a use not permitted, in violation of Article 16, I-1 Limited Industrial District, Section 16.03.D and H, of the City of Dexter Zoning Ordinance; and
 - iii. Failure to obtain a Zoning Compliance permit, in violation of Article 22, Administration and Enforcement, Sections 22.04 - 22.06, of the City of Dexter Zoning Ordinance.

Staff is hopeful the property owner and occupant will work with the County and City to bring the site into compliance.

- 2) 3536 Dover** – Staff conducted a reinspection of the property at 3536 Dover on September 15, 2022. Staff observed the lawn was mowed, but the property owner had not addressed the junk/rubbish in the front yard or the inoperable and unlicensed truck and trailer in the side and rear yards. Following the inspection, staff contacted the Washtenaw County Sheriff and requested a ticket be issued to the property owner. Staff has informed the City Attorney, who will request a hearing and a court order from Washtenaw County 14A District Court, to allow the city or its contractor to clean up the property, with all costs associated with any cleanup to be paid by the property owner or a special tax against the property will be assessed, in accordance with the City's General Code and state tax laws.
- 3) 3455 Inverness** – Staff has inspected the property and regularly cutting the lawn. The enforcement case is closed.
- 4) 3075 Baker** – Staff has inspected the property and observed the site has been graded and the parking lot and curbing have been installed. Construction is in the final stages and is continuing to progress. Construction materials are being stored in the garage and all other debris has been removed. The enforcement case is closed.

3. On-going Projects (Not Updated Since Last Report)

A. Zoning Ordinance Update – The Planning Commission was scheduled to conduct a public hearing to consider the Ordinance updates, on Tuesday, September 6, 2022. Unfortunately, we experienced technical difficulties which prevented virtual and in-person attendees from fully participating in the meeting. The Planning Commission did not open the meeting, and instead, conducted an informal public engagement session. In doing so, the planning consultant was

able to explain the zoning ordinance updates and it provided the public in attendance the opportunity to ask questions.

There were several attendees who expressed concerns that the proposed ordinance changes would allow commercial uses in their neighborhoods, which they do not want. Staff and the planning consultant are compiling the comments, in anticipation of providing a more detailed update at your meeting. Additionally, we will be scheduling meetings with these property owners to get to the root of their concerns and outline options for the Planning Commission to consider, where applicable. The public hearing is rescheduled to October 3rd. (September)

- B. Annual Planning Report** – The Michigan Planning Enabling Act (PA 33 of 2008, as amended) requires the Planning Commission to prepare an annual report to City Council. There is no required format for how that report must be presented. In the past, our quarterly reports, including the end of the year report, consisted mostly of an excel spreadsheet, which documents zoning compliance permitting and development reviews, in each quarter, and compares end of the year totals against previous FYs. The written portion of the report was very simply. This year staff took a different approach to the preparation of the Annual Report.

Using the Redevelopment Ready Communities template, along with a small bit of creative license, staff prepared an Annual Planning Report for FY2021-2022 and presented it to the Planning Commission in August. As you will see, the written portion of the report not only has a more professional appearance, it has structure, which results in a more comprehensive document that allows the information to be presented with context and purpose. (September)

- C. 3165 Baker Road** – A pre-application meeting was conducted on Thurs, Aug 11th to review and discuss a mixed-use concept, submitted on behalf of the property owners, Kent Brown and Pam Byrnes Brown. Membership of a pre-application committee attending the meeting included Mayor Keough and Councilmember Arab, Planning Commissioners Hill and Phillips, city administration and DPW staff, the City's planning and engineering consultants (CWA and OHM), and DAFD. Overall, the concept of a mixed-use development with the density proposed was well-received. Issues regarding zoning, circulation, trash and loading/unloading were discussed. A copy of the concept accompanies this report. The meeting was recorded, so if you would like to view the video, please let me know. (August 2022)
- D. Mill Creek Brewery Update** – The applicant is waiting for the Zoning Ordinance Update to be completed before resubmitting a revised combined site plan for Planning Commission consideration and action. (August 2022)
- E. Noble Appliance and Dexter Crossing Shopping Plaza** – An application for a boundary adjustment has been submitted for 7001 and 7061 Dexter-Ann Arbor Road. 7001 Dexter-Ann Arbor is the location of Noble Applicant and 7061 Dexter-Ann Arbor is the Dexter Crossing Shopping Plaza. The requested adjustment does not propose or result in any changes to the approved Dexter Crossing PUD plan. (August 2022)
- F. Verizon Small Cell Wireless Permit update-** Last October, City Council granted conditional approval of a small cell wireless facility permit for small cell equipment and a new decorative pole at the corner of Alpine and Main St. One of the conditions of approval requires Verizon to provide a decorative pole, similar to the existing decorative poles in the downtown. Verizon has submitted a fluted pole, similar to the existing decorative poles in the downtown and matching the color; however, the base of the pole would not be tapered or fluted. I consulted with Doug Weber of Urban Wireless Solutions, our consultant in these matters. According to Mr. Weber, the pole design chosen by Verizon places much of the electronic equipment (radios and such) in the base, and that by placing the electronics in the base, Verizon is able to limit the visual clutter higher up on the pole, which he and I agree would be a good thing. He said that while there are tapered and fluted base covers that could be placed around the bottom of the pole, he did not recommend a base cover, in this case. He explained that the electronic equipment at the base of the pole will generate heat, and placing a base cover would trap that heat and cause the electronic equipment to overheat and malfunction. After speaking with Mr. Weber

and weighing the pros and cons, staff is comfortable with the pole design. (June 2022)

- G. Enforcement** – Staff has sent out two rounds of letters regarding lawn mowing and weeds (each having a 10-day waiting period before the next step). Staff has also initiated the enforcement process on a few other properties following resident complaints. Staff has developed a memo, which is attached to this report, about the enforcement process and the length of due diligence time that the current ordinance provides, and the research that staff has done to provide alternative options for reducing the length of time between recognition of a needed enforcement and resolution (ticket or court). (June 2022)
- H. No Bike Sidewalk Sign** – The Park and Recreation Commission (PaRC) reviewed and discussed walk you bike signs, which would be chalk painted onto the sidewalks along the north and south sides of Main Street, from Alpine to Central Street, and on the east side of Broad Street. (June 2022)
- I. Housing is Economic Development - A Guidebook for using Tax Increment Financing for Housing Development** - The need for diverse options of affordable housing has become increasingly relevant for the economic development community, especially in Michigan. Private companies seek communities that have a healthy inventory of homes when making location decisions, but today's market has not been able to keep up because housing costs have increased faster than incomes. To address the situation, the Michigan Economic Developers Association (MEDA) has published a guide called: Housing is Economic Development - A Guidebook for using Tax Increment Financing for Housing Development. (May 2022)
- J. Planning Commission Request** – At the May 2nd Planning Commission meeting, a commissioner asked about the procedure for reconsidering the Commission's April 4th motion to waive 14 parking spaces for the Mill Creek Brewery project. Staff stated that only a commissioner who voted to approve the motion, would be able to make a motion to reconsider. Chair Kowalski added that he thought any such motion had to happen at the next meeting, after the meeting in which the motion in question occurred, but neither he nor staff were 100% sure of that. Staff reviewed Robert's Rules of Order, consulted with the City Attorney, and offers the following clarifications:
- City Council does not have the authority to waive or reduce parking. In the case of Mill Creek Brewery, if the applicants are not satisfied with the decision by the Planning Commission to waive 14 spaces, instead of the 28 requested, they can appeal the decision to the Zoning Board of Appeals. It would not be appropriate, nor is there a legal procedure set forth in the Zoning Ordinance for the applicants to appeal the decision to City Council.
 - If the Planning Commission recommends approval of a site plan for which a parking waiver was granted, City Council could not approve that site plan with less parking than was recommended by the Planning Commission. To do so would be "arbitrary and capricious" because it would not be consistent with the regulations, process or procedures in the Zoning Ordinance.
 - Pursuant to Section VII of its Bylaws, the Planning Commission could vote on a motion to surpass Robert's Rule of Order. However, this is not a decision to be entered into lightly, especially since there is a process by which the applicant can appeal the decision. In the event a vote to surpass Robert's Rule of Order passes, by a majority of the members present, then a motion to reconsider the vote on the motion to waive 14 of 87 off-street parking spaces required in Section 5.03A, for AP2021.22-09 PSP/SLU Mill Creek Brewery, can be made by a member who voted in the affirmative back on April 4, 2022. Reconsideration of the vote should not be confused with rescinding the vote. (May 2022)
- K. DDA:** The DDA voted to authorize staff to purchase 36 orange and white water-well barriers, at a cost not to exceed \$360/unit. At the same time, the DDA also voted to authorize staff to purchase banners to cover the barriers, at a cost not to exceed \$105/banner. (March 2022)
- L. 7525 Huron River Drive** – Staff was contacted by and met with the owners of the property

located at 7525 Huron River Dr, Kirk and Alexis Evensen. Council may remember that 7525 Huron River Dr is one of the 425 Agreement properties, located on the southwest corner of Huron River Dr and Mast Rd, in Webster Township. The Evensens are researching the possibility of requesting an annexation of the property into the City. According to the 425 Agreement:

- The Evensen's property is shown in Exhibit B and would be transferred from the Township to the Village (City), effective upon the date the Village (City) Council takes action to accept the property, following receipt of a written request from a property owner.
- Prior to final approval of any non-residential zoning or rezoning request, plat or non-residential use of the property, the Village (City) must inform and seek comment from the Webster Township Board. (Jan 2022)

M. Development Inquires - Recently, staff has been fielding a number of inquiries regarding potential development options for two vacant parcels in downtown; 1) 3862 Central St, the property where the white rental house was demolished earlier this year, and 2) 3165 Baker Road, located on the west side of Baker Road, just south of the intersection of Baker Rd and Main St. Inquires focus on zoning, density, setbacks and access to public utilities (e.g., public water and public sewer). Staff is scheduled to have a phone consultation with a development entity interested in two vacant parcels along Dexter-Chelsea Road (8299 and 8375). The purpose of the meeting is to discuss accessing public utilities, zoning, density, etc. If the development entity decides to pursue a potential project, the next steps would be to engage Scio Township officials. (Dec 2021)

N. Urban County Update: The Washtenaw Office of Community and Economic Development has executed a Grant Agreement with the U.S. Department of Housing and Urban Development (HUD) for 2021-2022 Community Development Block Grant funding in the amount of \$2,228,571.00. Of that amount, the City of Dexter has been allocated \$9,366.00 in for FY2021. That allocation combined with an additional \$21,655 from the 3 previous Fiscal Years (i.e., 2018, 2019 and 2020) will be used to fund ADA Curb Cut (i.e., crosswalk ramp) improvements at Wilson Dr./Taylor Ct. (Huron Farms) and Wellington Dr/Carrington Dr (Dexter Crossing). (September 2021)

O. Census 2020 – Population: SEMCOG distributed newly release Census 2020 data. Staff needs to take a deep dive, but at first blush:

- 1) The population in the City of Dexter grew from 4,067 in 2010 to 4,500 by 2020.
- 2) The voting age population (Age 18 and up) from 2,809 in 2010 to 3,322 by 2020.
- 3) The Child age population is 1,178 in 2020, down slightly from 1,259 in the 2010 Census. (August 2021)



ARCHITECTS. ENGINEERS. PLANNERS.

September 16, 2022

CITY OF DEXTER
8140 Main Street
Dexter, MI 48130

Attention: Mr. Justin Breyer
City Manager

Subject: Water and Sewer Evaluation for Potential Service District Expansion
Proposal for Engineering Services

Dear Mr. Breyer:

Thank you for contacting us to provide professional services to the City of Dexter for the analysis of water and sewer expansion northwest of the current City limits. We have prepared this letter proposal based on the information provided and discussions with you and City staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

Statement of Understanding

The owner of the Cornman Farms properties in Webster and Dexter Township have approached the City expressing a desire to obtain both water and sewer service from the City. Three parcels totalling 27.61 acres are included in the development plans. An evaluation of the feasibility of extending City water and sanitary sewer services to the site is needed. The evaluation will include the water supply and sanitary system capacity to serve the proposed development.

Scope of Services

Water

1. Identify preferred alignment of public water main extension to service site.
2. The City's water model will be used to analyze existing, 5-year, and 20-year planning periods demand scenarios. The current scenario will account for the current REU's in the region. Data from the 2018 analysis will be used as a benchmark and updated based on development since that time. Buildout projections will be made for the 20-year future model runs based on total build out for the area. The model will be run for the following demands:
 - a. Average day
 - b. Maximum day
 - c. Peak hour
 - d. Available fire protection during a maximum day demand period

The model will be run under two distinct scenarios

- I. The existing system with the addition of the public water main to service Cornman farms, and the associated Cornman farms demand as provided by the applicant



- II. The existing system with the addition of the public water main to service Cornman farms, an additional supply well on the Cornman property, and the associated Cornman farms demand as provided by the applicant. In order to run this model the expected output of a sixth production well on this property would be needed. The cost associated with the field work/contracted work necessary to obtain these figures such as well siting, test well drilling, well production measurements, etc, are not included.
3. Prepare an engineer's opinion of probable cost for the public water main extension and sixth production well and associated infrastructure.

Sewer

1. Identify preferred alignment and type (gravity vs. pressure) of public sanitary sewer extension to service site.
2. Prepare sizing calculations for the proposed sewer and confirm adequate grades/slopes.
3. Prepare an engineer's opinion of probable cost for the public sanitary sewer extension to the site.
4. Review the basis of design and current capacity and flow information at the Westridge Pump Station.
5. Provide confirmation of the appropriate basis of design to be used as part of the Pump Station hydraulic capacity improvements (capacity improvement alternatives/costs by others).

Deliverables

OHM will provide the City with a technical memo that includes the results of the findings from the above analysis, exhibits detailing the utility routes and associated cost estimates. The deliverable will have the information needed for the applicant to assess the feasibility and cost of extending public water and sanitary sewer to their site. We understand the Pump Station and WWTP capacity analysis is being conducted separately.

Schedule

We anticipate this work can be completed within 8 weeks of authorization if all data were readily available. Please note the model analysis with the future production well is dependent on the well production estimates. Therefore, as that is a critical path activity, we estimate the work outlined in this proposal to be completed within 4 weeks of receipt of that information. We are prepared to commence work on this project on upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services on an hourly not-to-exceed basis for a fee of \$8,800 based on the current hourly rates at the time when the work is performed.

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▼ Well drilling and/or testing to determine the viability of a production well and associated production are not included.
- ▼ No meetings are anticipated for this project. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis.
- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City. OHM Advisors will not proceed with additional services without written authorization to proceed from the City.



Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. If you have any questions or comments, please contact me at marcus.mcnamara@ohm-advisors.com or 734.368.5746.

Sincerely,
OHM Advisors

Marcus J McNamara, Principal

- cc: Michelle Aniol, Community Development Director
- Tim Stewart, Superintendent of Public Utilities
- Patrick Droze, OHM

Authorization to Proceed

Printed Name and Title

Signature

Date

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall at no cost to OHM ADVISORS:
 - a. Provide access to the work site to allow timely performance of the work.
 - b. Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **DOCUMENTS OF SERVICE.** The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after

giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.



September 12, 2022

Via Email: JBreyer@DexterMI.gov

Justin Breyer, City Manager
City of Dexter
8123 Main Street, 2nd Floor
Dexter, MI 48130

**RE: City of Dexter – Cornman Farms
Impact Study Evaluation**

Dear Justin:

As requested, we have prepared this proposal to determine the impact that providing wastewater service to Zingerman’s Cornman Farms would have on the downstream Westridge Pump Station and the wastewater treatment plant (WWTP). Our evaluation will develop alternatives to handle the additional flows and loading from the proposed service extension to Cornman Farms, and provide recommendations based on a net present worth cost analysis.

STATEMENT OF UNDERSTANDING

Cornman Farms is a 27-acre agrobusiness property north of the City of Dexter. Most of the property is in Dexter Township, with a small unimproved section in Webster Township. The property is a popular wedding and event venue, and includes a large historic home, event barn, florist shop, smoke house, and storage buildings. Cornman Farms currently uses private onsite water and sewage disposal facilities. The property owner would like to connect to City water and sewer services to keep up with demand for the venue and to allow for two planned expansions of the property to host larger weddings and events.

Our wastewater capacity evaluation completed in August 2017 as part of the Baker Road Annexation Impact Study previously identified that planned developments within the City limits would bring the organic loading to the WWTP to near 100% of its capacity. Future annexation and existing 425 Agreement users would exceed the current WWTP capacity.

An evaluation is needed to determine the impact of the proposed Cornman Farms service extension and develop potential upgrades to the WWTP to accommodate the additional loading.

Additionally, it is anticipated that Cornman Farms wastewater would be routed through the Westridge Pump Station. Recent operating data from the Westridge Pump Station indicates it may be operating close to its hydraulic capacity; therefore, an evaluation of the Cornman Farms impact to this station is also needed.

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.588.2900
F: 616.977.1005
www.fv-operations.com

SCOPE OF SERVICES

We will review current loading to the WWTP. We will determine the anticipated loading for the current build out of Cornman Farms and the anticipated first planned expansion to determine impacts to the WWTP and Westridge Pump Station. We will also review capacity allocations to planned developments in the City and the 425 Agreements.

It is anticipated that upgrades will be needed at the WWTP to accommodate the additional loading from Cornman Farms. We will develop potential treatment plant upgrades and complete a present worth analysis to provide a recommended capital improvement plan to address the additional loading for the proposed development. Upgrade options will consider ease of future expansion to allow for additional growth and potential for the second expansion at Cornman Farms, including an outdoor amphitheater and farm market.

We will also evaluate the hydraulic impacts from Cornman Farms on the Westridge Pump Station considering current pump run time, starts per hour, and anticipated average and peak flow additions. If additional capacity is required, we will review lift station sizing, pump sizing and forcemain sizing.

Recommendations for WWTP and pump station upgrades will be summarized in an Impact Study Evaluation report and can be presented to City Council during a Work Session or Council meeting.

SCHEDULE

We anticipate delivery of the draft Impact Study Evaluation within twelve weeks after approval. A meeting will be scheduled with City staff to review the draft report and solicit input. The final report can be issued four weeks after receipt of comments from the City. Three copies of the final report, along with a PDF version, will be delivered. We can present the report to City Council, as requested.

If the City desires to seek financing utilizing the State Revolving Fund (SRF) program for any of the recommended improvements, we can submit a budget to supplement the report to meeting the SRF Project Plan requirements for the 2024 or 2025 SRF funding cycle.

BUDGET

We propose to provide this Scope of Engineering Services for a lump sum fee of \$29,200, including the following task budgets:

Task Description	Budget
Review Current WWTP Loading and Existing Capacity Allocations	\$2,400
Review Existing Westridge Pump Station	\$2,600
Determine Anticipated Loading and Flows from Cornman Farms	\$2,500
Develop Alternatives to Add WWTP Capacity / Upgrade WWTP	\$6,400
Develop Alternatives to Add Pump Station Hydraulic Capacity	\$4,900
Alternatives Analysis / Opinion of Probable Project Costs	\$4,500
Summary Report, Meeting with City Operations Staff, Present to Council	\$5,900
Project Total	\$29,200

If you concur with our scope of services, authorization can be given to begin work by signing the Work Authorization below and returning it us.

We thank you for this opportunity and we look forward to expanding our work with you. If you have any questions regarding this proposal or any FVOP services, please contact Blair Selover at 810.252.8884; bselover@fv-operations.com.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

Elaine Venema, PE
Project Manager | Associate

H. Blair Selover
Group Manager | Principal

WORK AUTHORIZATION

F&V Operations & Resource Management, Inc. (FVOP) is hereby authorized to perform additional Services detailed in this letter dated September 12, 2022, under the terms and conditions provided in our existing Professional Services Authorization Dated June 26, 2012.

Signature

Date

(Please print name and title)

Please send completed Additional Work Authorization to Blair Selover, F&V Operations and Resource Management, Inc., via email bselover@fv-operations.com fax 616.977.1005 or US Mail 2960 Lucerne Drive SE, Grand Rapids, MI 49546.

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: Administrative Staff
From: Donna Dettling, Village Manager
Date: November 19, 2013
Re: Code Enforcement Policy

Attached is a copy of the Code Enforcement Policy developed and approved in July of 2009. Please review and familiarize yourself with the Policy. We can promise the complainant that we will protect their identity up to a point. If the document is requested under the Freedom of Information Act, we would be obligated to release the complaint form. There may be times depending upon how far the enforcement goes, that the complainant would be asked to provide a statement or possibly appear in Court.

For the most part most if not all of our Enforcement activities have been handled without pitting neighbor against neighbor, and without escalation to court action. Staff is encouraged to continue this approach to managing complaints.

**COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT POLICY
July 2009**

PURPOSE AND AUTHORITY

The purpose of this policy statement is to provide standard policies for all code enforcement procedures conducted by the Community Development Office (hereinafter "Code Enforcement Department"). The authority to enforce the Village of Dexter regulations is provided by the Village of Dexter Zoning Ordinance, Village of Dexter General Code of Ordinances and the State of Michigan.

POLICY STATEMENT

The intent of code enforcement is to protect the public health, safety, and welfare of the Community and to provide for compliance with regulations. Code Enforcement will enforce the regulations in a fair and equitable manner and will provide policies and procedures that are clear and that provide the property owner with an understanding of the regulations and the procedures available to bring the property into compliance. Enforcement of the regulations by the Village and its professional staff will include both proactive and reactive enforcement procedures as defined below.

When staff first determines a code violation exists, either by complaint or inspection, the Code Enforcement Department seeks to focus on working with the violator to remedy the violation in the most efficient and timely manner. Initially, the Code Enforcement Department shall be more focused on having the property bring the subject property into compliance with the Regulations rather than punishing the violators by issuing a citation (i.e. fine).

When the Code Enforcement Department works with violators who are in the process of bringing a property into compliance with the regulations, the staff documents its actions and makes those records available to the public. Persons interested in the status of pending code violations may review files regarding the violation in the Community Development Office.

ENFORCEMENT POLICIES

The Code Enforcement Department will try to make every effort to consistently process complaints and manage enforcement actions. Deviation from established procedures should be documented and justified when adherence to these guidelines is not practical. The following are general policies:

- The regulations shall be enforced by the Code Enforcement Department and the duly authorized staff (the Zoning Enforcement Officer and others designated by the Community Development Department or Village Manager).
- All zoning related complaints shall be on complaint forms available at the Community Development Office and on the village's website.
- The Code Enforcement Department will investigate all complaints. However, complaints regarding violations that may pose an immediate threat to the public health, safety, or welfare of the community will be investigated first.

- Zoning is not to be used as a mean of furthering neighbor and/or civil disputes. In such cases, the staff may advise the complainant to address the issue by private means.
- All Code Enforcement letters and orders shall include the following: the nature of the violation; the date of inspection; the regulation being violated; the means to comply with the regulation; fine for non-compliance; and the appeals process.

ENFORCEMENT PRIORITIES

The Code Enforcement Department shall prioritize all zoning enforcement actions in the following order:

1. Violations that pose immediate danger to public health, safety, or general welfare of the community;
2. Violations related to development projects that are in the construction phase;
3. Proactive enforcement programs initiated by the Village Council or staff;
4. Reactive or complaint based enforcement programs;
5. Complaints, unless the Code Enforcement Department determines that the reported violation may pose an immediate threat to the public health, safety and welfare of the community.

ENFORCEMENT PROCEDURES

When conducting proactive and/or reactive enforcement action, the Code Enforcement Department shall adhere to the following procedures:

STEP ONE – COMPLAINT FILED

A concerned citizen must complete a Code Complaint Form. A code compliance form can also be generated/filed by the Zoning officials if a violation is observed during an inspection, or if the Village Council brings an apparent violation to the Code Enforcement Department's attention. All complaints shall be recorded and entered into the zoning file for the subject property and into the enforcement database. No action will be taken if the Zoning Official determines that the complaint is not considered a violation.

STEP TWO – CONDUCT A SITE INSPECTION

A site inspection is required to determine whether there is a code violation or any other issues associated with the property. Photographs of the property should be taken to document the violation existed. The photographs should be included in the file, dated and initialed and/or signed by the inspector.

STEP THREE – PROPERTY RESEARCH

The Code Enforcement Department shall conduct a check of its records for the subject property, such as subject property address, tax identification number, owner, tenant and previous and/or pending violations.

STEP FOUR – ENFORCEMENT

If it is determined that a violation exists, the following procedural options are:

- A. Issuance of an initial zoning violation notification letter requesting 10 calendar days for violation abatement measures to be taken.

- B. Following 10 calendar days if violator has not contacted the Village to request extension of time to abate violation OR applied to the Zoning Board of Appeals for a challenge of interpretation, a Notice of Violation Citation will be issued giving an additional 5 calendar days to abate the alleged violation.
- C. If violation abatement has not occurred within the additional 5 calendar days following the Notice of Violation Citation a Notice of Civil Infraction will be issued and court proceedings will be scheduled with District Court 14A, Chelsea.

The above procedures are not intended to be mutually exclusive and may be used in any combination to remove the violation.

STEP FIVE – ABEYANCE

There may be instances where the violator has been issued a Notice of Violation or a Notice of Civil Infraction and the violator may need additional time to remedy the violation. In these instances, the Code Enforcement Department may agree to an abeyance of the enforcement action, so long as the violator is willing to agree in writing to specific terms of compliance set forth by the Code Enforcement Department. This technique has been developed in recognition that enforcement of codes requires flexibility in the approach in order to enable compliance. The Code Enforcement Officer may grant abeyance periods not to exceed 30 calendar days each during any enforcement proceedings.

STEP SIX – CLOSURE

Once the violation has ceased and the violator is in compliance, the Code Official can close the case. Cases are closed if the Zoning Board of Appeals or the Courts do not find in favor of the Code Enforcement Department. No fee shall be collected where the case has been closed for the above referenced reasons.

Adopted by Village Council on July 27, 2009

VILLAGE OF DEXTER

CODE COMPLAINT FORM

This form must be completed for all filings of code related complaints. All complaints should be made in writing and filed with the Code Enforcement Department of the Community Development Office of the Village of Dexter. The person or persons filing this complaint shall understand that by signing and/or attesting to the information contained herein may be asked and/or summoned by subpoena to provide testimony on this complaint, if necessary.

NAME OF COMPLAINANT _____

ADDRESS _____

TELEPHONE (HOME/CELL) _____

NAME OF OWNER AND PROPERTY'S ADDRESS WHERE ALLEGED VIOLATION IS OCCURRING: _____

PLEASE DESCRIBE THE ALLEGED VIOLATION IN DETAIL (times and dates of alleged violations are needed with pictures, if possible):

PLEASE SIGN HERE THAT YOU AGREE THAT THIS COMPLAINT DESCRIBED ABOVE IS TRUE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE:

_____ **DATE:** _____

SIGNATURE

*****OFFICE USE ONLY****

TAX ID: _____

ADDRESS: _____

OWNER: _____

OCCUPANT: _____

DATE OF INSPECTION: _____



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 sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

September 12, 2022

Agenda: 9/26/22
Item: J-3

To: Justin Breyer, Dexter City Manager
From: Nick Krings, Sergeant
Through: Alan Hunt, Lieutenant
Cc: Keith Flores, Police Services Commander / Nancy Hansen, Captain
Re: August 1st – August 31st, 2022 Police Services Monthly Report

During the month of August 2022 there were 388 calls for service (including traffic stops). Deputies conducted 239 traffic stops during this time with 24 citations issued.

Noteworthy events in Dexter City during last month include:

On August 5th, Deputies responded to the intersection of Grand & Baker for a welfare check. The caller reported an occupied vehicle disabled near the intersection. Deputies located the vehicle and made contact with the driver. Through their investigation, Deputies determined that the vehicle had been involved in an accident and that the driver appeared impaired by an unknown narcotic. The driver was arrested and a blood draw was completed. Lab results are pending.

On August 30th, Deputies attempted a traffic stop near the intersection of Ann Arbor Street near Hudson for a speed violation. The vehicle refused to stop for Deputies and continued driving around the city. The vehicle continued east on Dexter-Ann Arbor before turning south on Zeeb Road. Deputies followed the vehicle south on Zeeb to I-94 where the driver entered E/B I-94 and accelerated to speeds of 80 mph. Deputies then terminated pursuit of the vehicle. Deputies were able to identify the driver and made contact with them via telephone. The driver admitted to driving the vehicle and that they observed the marked patrol vehicle with emergency lights activated behind them. The driver refused to explain why they didn't stop for Deputies. Charges are pending with the Washtenaw County Prosecutors Office.

Banked Hours Update:

The collaboration accumulated 176 banked hours during the month of August. The banked hours were generated due to a vacant shift. 195 banked hours were used to fill vacant shifts and for extra traffic / bike patrols. As of the end of August, the collaboration has a yearly banked hours balance of 69.75 hours.

Dexter Collaboration Into/Out of Area Time:

- Into DWD Area Time – 336 mins (Year to Date – 6,837 mins)
- Out of DWD Area – 760 mins (Year to Date – 9,871 mins)

Dexter City Into Area Time - 168 mins (Year to date – 1,567 mins)
Dexter Twp. Into Area Time - 0mins (Year to date – 2,841 mins)
Webster Twp. Into Area Time - 65 mins (Year to date – 2,429 mins)

Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823

The Sheriff's Office has recently implemented a new, on-line, police reporting portal. Citizens can now file certain types of police reports on-line without needing contact with a Deputy or coming to a station. The following types of incidents August be filed on-line:

- Harassing phone calls/ No Known Suspects
- Identity Theft/ No Known Suspects
- Lost property
- Larceny/Theft/ No Known Suspects
- Damaged Property/Vandalism
- Accidental/Non-Intentional Property Damage

Any and all incidents can still be reported by calling 911, Washtenaw Metro Dispatches non-emergency dispatch number (734) 994-2911 or in person at any of our Community Police Stations.

The on-line reporting portal can be accessed through the Washtenaw County Sheriff's Office website.

<https://www.washtenaw.org/3439/File-a-Police-Report>



DEXTER CITY MONTHLY POLICE SERVICES DATA

August 2022

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2022	Month 2021	% Change	YTD 2022	YTD 2021	% Change
Traffic Stops	239	89	169%	1251	541	131%
Citations	24	10	140%	103	41	151%
Drunk Driving (OWI)	1	0	+	2	1	100%
Drugged Driving (OUID)	0	0	-	0	0	-
Calls for Service Total	388	198	96%	2277	1355	68%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	118	87	36%	888	712	25%
Robberies	0	0	-	0	0	-
Assaultive Crimes	2	0	+	12	9	33%
Home Invasions	0	0	-	8	0	+
Breaking and Entering's	0	0	-	2	0	+
Larcenies	1	0	+	6	1	500%
Vehicle Thefts	0	0	-	2	3	-33%
Traffic Crashes	10	9	11%	41	57	-28%
Medical Assists	5	3	67%	28	11	155%
Animal Complaints <i>(ACO Response)</i>	1	0	+	3	3	0%
In/Out of Area Time	Month	YTD	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	168	1567				
Out of Area Time	760	9871				
Investigative Ops (DB)	0	1770				
Secondary Road Patrol	10	1120				
County Wide	49	207				
	Hours Accum.	Hours Used	Balance			
Banked Hours	176	195	69.75			

PAGE LEFT INTENTIONALLY BLANK

OFFICE OF THE CITY MANAGER

8123 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Mayor Keough and City Council

From: Justin Breyer, City Manager and City Clerk
Josh Tanghe, Assistant to the City Manager

Re: City Manager Report – Meeting of September 26, 2022

1. Meeting Review:

- A. September 12, 2022 – Dexter-Chelsea Trail Update Meeting
- B. September 15, 2022 – OHM Update Meeting
- C. September 16, 2022 – Fire Station Design Meeting
- D. September 19, 2022 – WRRMA Meeting
- E. September 20, 2022 – Parks & Recreation (Postponed)
- F. September 22, 2022 – 3515 Broad St. Update Meeting
- G. September 22, 2022 – DPW Second Interview #1
- H. September 26, 2022 – DPW Second Interview #2
- I. September 26, 2022 – City Council Meeting

Upcoming Meetings:

- J. October 5, 2022 – Arts, Culture & Heritage Committee
- K. October 10, 2022 – City Council Meeting

2. General Updates:

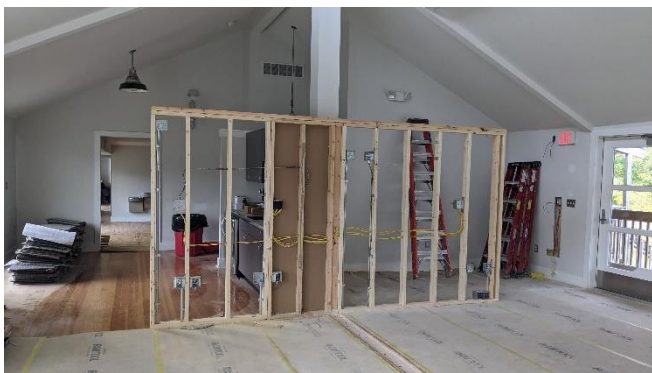
- A. **Public Meeting for the Fire Station.** Staff has reserved a space at the Dexter District Library for October 11th from 6pm to 9pm for a possible date/time for the fire station public meeting. If Council is okay with this date and time, staff can put out the notice for the public meeting.
- B. **Absentee Ballots and Applications for November Election.** Staff anticipates that military and overseas ballots will be issued on Friday, September 23rd (September 24th deadline), and all other ballots will be mailed no later than Tuesday, September 27th.

- C. **Halloween.** Halloween is fast approaching. October 31st will fall on a Monday this year. Last year, trick-or-treat hours were from 5 pm to 7 pm. As staff is working on the Fall Newsletter, staff would like feedback as to whether Council would like for these hours to remain the same for 2022.
- D. **Fall Newsletter.** Staff is currently reviewing the falls newsletter draft, which is expected to be finalized early in the week of September 26th. Once it goes through final review, it will be sent to the City's vendor for printing and mailing. A draft of the Newsletter is attached to this memo.
- E. **Mill Creek Park Work Day.** The Mill Creek Park Work Day will take place on Saturday, October 22nd from 9am to 1pm in Mill Creek Park. After doing a park walk with Paul Evanoff, it was determined that the main project for the day would be weed control.

3. Updates to Ongoing Projects:

- A. **3515 Broad St. Update.** As the work on the Council Chamber commenced, the contractor cut into the basement foundation to begin installing the vertical columns to support the horizontal replacement beam and found soil compaction issues under the building. While this should not impact the building itself, the soils testing firm and structural engineer have indicated that there are not good solutions to this issue, to the point where the architect did not present staff with alternatives. Axiom will be proceeding with removing the cladding from the existing columns in order to make the columns as thin as possible.

Meanwhile, the contractor has begun the installation of the cinderblock elevator encasement and addition space at the rear of the building. The contractor has finished the base work for the new front vestibule, and is working on framing. Below are images from construction as of September 20th.



B. 2nd Street Water Main and Sidewalk Project Overage. The City's engineering firm, OHM Advisors has been performing final accounting on the Second Street water main and sidewalk project, and has notified City staff that the project is coming in at an estimated \$90,000 over the approved contract amount of \$728,786.69. OHM is preparing a memo outlining the causes of the overage, but in brief, there are a few factors: 1) there was a discrepancy between the material quantities shown on the plans (actual) compared to the quantities on the bid sheet (lower than they should have been); 2) the contractor bid using a pipe material that did not meet the City's engineering standards – staff expected that the contractor was going to accept the cost difference, but this was not the case; 3) miscellaneous on-site judgement calls – normally these would be offset by "deduct" items or covered by contingency. For road/water/sewer projects, OHM Advisors typically builds contingency into the bid through conservative estimation of materials rather than through the City approving a separate project contingency. In this case, because material quantities were missed, there was no contingency to offset the project increases.

Staff has met with OHM representatives and let them know that the late reporting of the overage is unacceptable. OHM has indicated that they have met internally to review their processes and are making internal changes to project management. In response to this news, staff has: 1) let OHM representatives know that more frequent reporting will be necessary on projects going forward; 2) let OHM know that they will be expected to contribute financially toward the overage; 3) asked OHM to continue negotiating with the contractor to reduce the overage; 4) staff is working to evaluate the need for including a project contingency on all projects going forward; 5) staff will be recommending pre-project "potholing" for all projects going forward to reduce project assumptions ("unknowns"); and 6) staff will be sitting down with the OHM engineer that is actually designing the plans prior to each project to do a 60% plan completion "page turn" to verify that the City's expectations of the project are clear and engineering standards are followed.

Staff anticipates that this overage will be split between the Water Fund and the Roads Fund. The project, prior to the overage would not have used all of the City's ARPA funds, so the increased cost to the Water Fund can be covered by these remaining funds. The Roads Fund fund balance is capable of absorbing the increase to that fund.

Staff anticipates a consideration item will be provided to City Council at the October 10th meeting.

C. DPW Worker Recruitment. City staff will be conducting the second round of interviews on September 22 and September 26. Staff intends to extend an offer to the finalist during the week of September 26.

D. WRRMA Postcard. The Washtenaw Regional Resource Management Authority (WRRMA) will be sending out a postcard to City of Dexter residents that will ask residents to fill out a short survey regarding their recycling habits and knowledge. The information will be utilized by WRRMA to better direct education efforts in various communities. In the past, the City of Dexter has been a strong recycling community, with 89% of our residents utilizing recycling services, which is the best rate out of all WRRMA members.

E. WRRMA Recycling RFP. As a member of WRRMA, the City of Dexter is being asked to be a part of a Request For Proposal (RFP) that would bundle the various refuse services for WRRMA members into the authority of WRRMA. The goal is to create greater cost-savings when it comes to refuse services for the City and other WRRMA communities as the contractor who is awarded the contract will take on all the WRRMA municipalities (excluding those who opt out). The first round is expected to include the City of Saline, Pittsfield Township, Ypsilanti Township, and the City of Dexter (if the City were to agree to take part). The City's current 5-year contract with Waste Management expires in 2024. In addition to the potential for cost-savings due to economy of scale, customer support could also be transferred to WRRMA, as they have the capacity to provide staff to answer resident requests and communicate with the contractor. Staff has asked WRRMA's attorney, Bob Davis, to attend a Council meeting in October to present on the RFP.

If the City were to participate in this RFP, the goal would be to have the service remain the same, but there could be a significant change to internal process. There are a significant number of process items to consider, including billing for services, service expectations, and City staff support.

- F. David Zinn Mural.** The Arts, Culture & Heritage Committee approved a recommendation to City Council regarding the creation of a mural by artist David Zinn. The Committee directed one of the members to provide a more detailed proposal, which staff anticipates will come before Council in the next month.
- G. Fall Clean Up Day.** Dexter residents will have an expanded bulk item pick-up on Monday, October 17th. Additional items must (1) be contained if they are loose and (2) be safely lifted by two people.
- H. Bicentennial Celebration.** At the last City Council meeting, there was discussion regarding what the City of Dexter planned to do for the Bicentennial Celebration, which included if City staff would take some of the planning activities. The Bicentennial Committee, which is not currently a formal committee of the City, wished to utilize the City's tax exemption status to begin purchasing items for the celebration. Unfortunately, since they are not a formal committee of the City, they are unable to utilize the City's tax exempt status.
- I. 3rd and Broad Reconstruction.** For the 3rd St. and Broad St. project, staff anticipates that asphalt will be placed on September 26th and 27th, and the roads will re-open to traffic on October 5th.
- J. Resident Handbook Reprint.** Staff has received the revisions for the Resident Handbook and will be reviewing those revisions during September. Staff plans to have the final revisions submitted to OHM Advisors design department during the week of September 26th.
- K. Fido Fountain.** Staff was contacted by a resident expressing an interest in possibly donating a Fido Fountain in memorial of Ron Raiford. As at least one member of City Council previously expressed an interest in such an installation, staff has been working to identify possible locations for the possible donation. One idea that has emerged is replacing the existing drinking fountain in Monument Park with a Fido Fountain. Staff was

hoping to take this item to the Parks and Recreation Commission, but the Commission meeting was cancelled due to lack of quorum.

4. Ongoing Projects (Not Updated Since the Last Report)

- A. EGLE ROW Soil Gas Sampling Request (9/12/22).** Staff and City consultants met to review the EGLE right-of-way soil gas sampling request near the intersection of Main St. and Jeffords. ASTI, the City's consultant will be submitting a FOIA request to EGLE to gain access to data and environmental assessments for the area. The goal is to be able to review all pertinent information, and then meet again with EGLE regarding their request.
- B. Charter Amendment Ballot Language Update (8/22/22).** Staff received communication from the State Attorney General's Office that the City's ballot language for the proposed Charter amendment met the requirements for inclusion on the November 8, 2022 ballot. As provided in a verbal update at the last meeting, staff has received final notification from the Governor's Office that the charter amendment ballot language will be included on the November ballot.
- C. Walk Your Wheels "Pedestrian Zone" Stencils (8/22/22).** After discussions at the last Parks and Recreation Commission meeting, staff will be purchasing "Walk Your Wheels" decals to be utilized in the spring of 2023. Staff will continue using the "Walk Your Wheels" stencil for the summer and fall.
- D. Wavier of Sidewalk Cost Share (7/25/22).** At the last City Council meeting, Council approved sidewalk design funding for repair/replacement of various sidewalks. Council member Griffin raised a point regarding the cost-sharing for residents mentioned in the General Code of Ordinances Chapter 46, Section 49, which states the following:

"The cost of construction of new sidewalks and the cost of reconstruction or replacement of existing sidewalks shall be paid as follows:

- (1) All new developments, commercial, residential, etc. shall put in sidewalks, at the developer's expense, that conform to the city sidewalk standards. PUDS and other developments must provide connectivity at the time of their zoning approval.
- (2) The City of Dexter shall pay 100 percent of the cost of new sidewalks in existing residential areas.
- (3) The City of Dexter shall pay 50 percent of the cost of new sidewalks in all other existing zoning areas at the time of construction of new sidewalks.
- (4) The City of Dexter shall pay 50 percent for the cost of replacing/repairing existing sidewalks. The City of Dexter Council may, by resolution, authorize the waiver of the cost share provision for repairs designated in areas identified in the city capital improvements program and approved in the city's annual budget. Such resolution shall specify the reason for waiver of the cost share."

Council has waived the cost-sharing in past. In a document attached to this report from the September 26th, 2005 City Council meeting, a resolution was passed to waive the fees for the residents of Cushing Court and 4th Street.

- E. **Mill Creek Park North Project (6/27/22)**. During the June Parks and Recreation meeting, the Commission reviewed information collected about various natural playground providers. Staff will be working with the Commission to review various vendor options and narrow the design focus.
- F. **Pavement Markings (5/9/2022)**. Staff has also confirmed that JV will not be holding their prices for the placement of pavement markings. Staff will be contacting the Washtenaw County Road Commission to determine if they have an open bid for pavement markings that the City could join for the upcoming season.
- G. **Pedestrian Safety Project (5/9/2022)**. Staff has re-engaged M-1 Studio on the production of a video that explains proper crossing techniques. The scope may potentially be updated to include items such as B2B trail safety and “walking your wheels” in the downtown area. The creation of the video will take place in the new fiscal year.
- H. **8140 Main St. Building Maintenance List (5/9/22)**. During a DPW and utilities budget meeting, staff also reviewed a list of maintenance needs at 8140 Main St. provided by Chief Smith. Staff met with DAFD to go over the items of the list and are soliciting quotes on applicable items for which the City is responsible. These include quotes related to electrical service, bay door replacement, and HVAC maintenance.

5. Current Full Tax Tribunal Cases:

None

6. Upcoming Council Committee Agendas:

None

7. Updates on Outstanding Bids/RFPs:

None

8. Grant Applications:

- A. **Connecting Community Grant (9/12/22)**. The Washtenaw County Parks and Recreation Commission (WCPARC) has a grant that is designated to the improvement and expansion of non-motorized trails across Washtenaw County. Through 2024, the Connecting Community Initiative will be committing \$600,000 per year. For the 2022 round, Staff will be requesting \$75,000 toward the Grand St. Connector of the B2B Trail.
- B. **CTAP Grant (6/13/22)**. Staff submitted a grant application to Destination Ann Arbor's Community Tourism Action Plan (CTAP) grant for the creation and installation of the proposed new kiosk as recommended by the Parks and Recreation Commission, which will be located near the Forest Lawn Cemetery B2B trailhead. This \$5,000 grant has been received.
- C. **Election Security Grant (6/13/22)**. The Michigan Secretary of State's Office has released an application for purchases related to election security. The grant is \$1,500 per precinct.

Staff is evaluating this grant for possible additional badge entry security systems for 3515 Broad St. and/or additional storage shelving/cabinets.

- D. **MMRMA RAP Grant (6/13/22)**. The City's insurance provider, the Michigan Municipal Risk Management Authority offers a grant that can be applied to purchases and projects designed to reduce or minimize risk. One possible application of this grant would be towards additional badge entry security for doors at 3515 Broad St. and other City facilities.

9. Roads, Sidewalks, and Traffic Control Orders:

- A. **Central St. – Alley – Main St. Intersection (11/22/21)**. Council received and discussed information relating to right turn only signage at the Central St. – Alley – Main St. intersection during their August 23, 2021 meeting. During that meeting, City Council asked the question "is this really a problem?" and directed staff to investigate crashes at or near that intersection. Staff conducted research and through SEMCOG's Traffic Crash Data, staff has prepared information for City Council's review relating to crash data for downtown Dexter. Staff will provide this information for the December 13, 2021 meeting.
- B. **Compliant Regarding Mill Creek Middle School Left Turn (4/25/22)**. Staff has received a complaint from a resident regarding the unprotected left-hand turn traveling north on Dexter Ann Arbor Road into the school. The resident told staff that without any kind of time to turn, cars are taking the left turns on red lights. They also mentioned it would be especially beneficial during drop-off and pick-up times. This issue can be referenced in the OHM traffic memo from earlier this year and has an estimated cost of \$2,775, including \$1,500 for traffic data collection.

10. Ordinance Updates:

- A. **Rental Inspection Ordinance & Property Maintenance Code (4/11/22)**. Staff met to review the current status of the draft Rental Inspection Ordinance. Planning staff will be working to move this project forward by: 1) taking an inventory of existing property maintenance requirements in the General Code; 2) comparing the City's General Code requirements against the International Property Maintenance Code; 3) Identifying the best means to incorporate the IPMC into the City's General Code.
- B. **Water/Sewer Ordinance Update (11/09/20)**. A public hearing was held on October 26th. The ordinance will be provided to Council for adoption once it is given final approval by the EGLE.
- C. **Traffic and Vehicles Ordinance (1/13/20)**. During their September 17th meeting, the Parks and Recreation Commission had a conversation about sidewalks, non-motorized pathways (such as the B2B), and the appropriateness of various types of vehicles on them.
- D. **Fire Code Review (1/13/20)**. The Committee of the City of Dexter, Webster Township and the Fire Chief have completed our review meetings. Each community will now move the Fire Code through their own process. At this point it looks like it makes sense to adopt the 2018 code instead of the 2015 version. The changes between the two versions are not

significant. Staff is working on a draft ordinance and will present it to set a public hearing at a future date.

Meeting	Potential Topics Discussed/Considered
October 10, 2022	Setting Trick or Treat Hours Second Street Water Main and Sidewalk Cost Bicentennial Discussion Dan Hoey Sidewalk Alignment Discussion Public Nuisance Ordinance Discussion
October 24, 2022	8050 Main St. Lease Public Hearing WRRMA RFP Presentation and Discussion Fido Fountain Donation Acceptance
November 14, 2022	Approval of WRRMA Budget Zoning Ordinance Update (pending PC action)
November 28, 2022	Organizational Matters City Council Rules
December 12, 2022	Appointments to Boards & Committees 2023 Board & Committee Meeting Dates



Dexter City Update

Fall 2022

Volume 8, Issue 3

Inside this issue:

Fall and Winter Leaf Collection	1
November Election	2
Public Safety Facilities Bond Millage Information	4
Board & Committee Openings	6
Paint Dexter Plein Air Online Sale	6
Halloween & Trick-or-Treating	7
Mill Creek Park Work Day	7
Fall Clean Up Day	7
Winter Maintenance	8
Exercising Water Shut Off Valves	8
Dexter Farmers Market	9
Resident Street Tree Program	10
Traffic Safety Reminder	11

Fall and Winter Leaf/Brush Collection

Program Description

Each Fall, the City of Dexter Department of Public Works (DPW) collects loose leaves. This is in addition to bagged compost collection by Waste Management and the DPW's weekly brush pick-up. Leaf collection for Fall 2022 will start the week of October 10th. For the past few years, we have noticed that the leaves from the pear trees and oak trees, mostly located in the newer neighborhoods, have been losing their leaves later in the season. To accommodate this, we have created the following schedule for loose leaf and bagged compost collection. Residents are encouraged to sign up for the e-mail update to keep informed about any changes in this schedule due to the weather.

Collection Schedule

- Week of October 10th – Loose leaf collection starts.
- November – Brush pick-up and chipping switch to every other Wednesday. The November chipping dates are November 9th and November 23rd.
- Monday, November 28, 2022 – Last day of bagged compost pick-up by Waste Management.
- Week of December 5th – Loose leaf collection ends. Residents are asked to have all leaves raked to the curb no later than Monday, December 5th at 7 am for pick up that week.
- Bagged leaves will be picked-up by the DPW on December 21st, January 4th, and January 18th. This is to accommodate the residents whose trees lose their leaves late in the season.
- No compost bag or leaf pick-up by the City or Waste Management will occur in February or March
- Monday, April 3, 2023 - Bagged compost collection resumes.

Loose Leaf Collection Reminders

- Park cars as far away from leaf piles as possible.
- Make sure that there is no debris in the leaf piles (garbage, sticks, etc.).
- Leaves should be raked in a line (windrow) as close to the curb as possible and not placed into the road, ditches, storm drains, or parking places.
- The closer the piles are to the curb, the quicker they are able to be collected by the equipment.

Want up to the minute Dexter News? Sign up for the email list by emailing the City Manager at jbreyer@DexterMI.gov

November 8, 2022 Election

Registering to Vote

Residents of the City of Dexter that are United States Citizens and are over the age of 18 may register to vote: in-person at the Dexter City Offices (8123 Main St., 2nd Floor, Dexter, MI 48130) or may mail a registration form to the address listed above. Residents may register to vote:

- By mail up to 15 days prior to an Election
- Between 14 days prior to Election Day, residents must register to vote in-person at the Clerk's Office with either a valid driver's license showing the correct Dexter address, or a valid driver's license and proof of residency at the location they are attempting to register.



Though residents may register to vote on Election Day at the City Clerk's Office, we would like to strongly encourage residents to not wait until Election Day, and instead register to vote or change their voter registration address as soon as possible. Residents may not register to vote at their Precinct on Election Day. Residents may register to vote or obtain a voter registration form online at: <https://mVIC.sos.state.mi.us/RegisterVoter>. Mailed voter registration forms should be directed to the City Clerk at 8123 Main St., 2nd Floor, Dexter, MI 48130. The City Clerk's Office will be open the Saturday before each City Election from 9am - 5pm.

Voting Absentee

All registered City of Dexter voters are eligible to request an absentee ballot by completing, signing, and submitting an absentee ballot application form. Application forms should be sent to the City Clerk by mail (8123 Main St., 2nd Floor), scanned and e-mailed to Jbreyer@Dextermi.gov, or dropped off at the City Offices at 8123 Main Street. Applications may be requested by contacting the City Clerk or by visiting the Michigan Secretary of State's website at: https://www.michigan.gov/sos/0,4670,7-127-1633_8716_8728-21037--,00.html

Voting in the General

Unlike the the partisan primary elections, voters will be able to cross party vote on the November ballot. "Split ticket" voting is permitted. Voters will still have an option to vote straight ticket.

Permanent Absentee Voter List

The City of Dexter maintains a permanent absentee voter list. This list will automatically generate an absentee ballot application form that will be mailed to your house for each election. Voters may request to be placed on this list by contacting the City Clerk. Voters may also register for the permanent absentee voter list by visiting the Washtenaw County Clerk's website at - <https://www.washtenaw.org/FormCenter/Clerk-25/Permanent-Absent-Voter-List-Registration-179>.

Precinct Reminder

As a friendly reminder for voters in Precincts 1 & 3, your polling location has been permanently relocated to the new Dexter City Hall located at 3515 Broad Street.

November 8, 2022 Election (Continued)

Redistricting Updates

Following the redistricting process that coincides with the once-per-decade Census, the City of Dexter will be represented by the following districts:

- Federal House of Representatives District: 6
- State Senate District: 14
- State House of Representative District: 47
- County Commission District: 1

Saturday Office Hours

The Clerk's Office will be opened on the Saturday before each election from 9:00am to 5:00pm. Residents will be able to register to vote, pick up an absentee ballot or ask any election questions in-person during this time.

Mailed Absentee Ballot Deadline

The deadline to request an absentee ballot be mailed to you will be the Friday before an election by 5:00pm. After Friday, ballots can be picked up from the Clerk's Office on the Saturday or Monday before the election. Absentee ballots requested on Saturday or Monday before the election must be voted at the Clerk's Office and cannot be taken home.

Campaign Signage Reminder

As a friendly reminder, please do not place campaign signage in the right-of-way (which is the area along the roadway between the sidewalk and the street).

City of Dexter Proposals on the November Ballot

Public Safety Facilities Bond Proposal

Shall the City of Dexter, County of Washtenaw, Michigan, borrow the principal sum of not to exceed Eight Million Four Hundred Twenty-Three Thousand Eight Hundred Ninety Dollars (\$8,423,890) and issue its general obligation unlimited tax bonds, payable over a period not to exceed twenty (20) years from date of issuance, for the purpose of paying the cost of acquiring, designing, renovating and/or constructing public safety facilities in the City, which facilities may be used by the Dexter Area Fire Department and the Washtenaw County Sheriff's Office, including: site acquisition; design; related site improvements; and furnishing and equipping the facilities, including all appurtenances and attachments thereto? The estimated millage to be levied in 2023 is 2 mills (\$2 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2 mills (\$2 per \$1,000 of taxable value).

City of Dexter Charter Amendment Proposal

A proposal to amend the Dexter City Charter Section 13.05 Restrictions on powers to sell or lease property.

Should the Dexter City Charter Section 13.05 be amended to exempt personal property and equipment, such as vehicles, lawn mowers, and wood chippers, from the Charter requirement that a sale or lease of City-owned property receives a 2/3 vote of the City Council and a majority vote of the City electors?

City of Dexter

PUBLIC SAFETY FACILITIES BOND MILLAGE INFORMATION

— Vote November 8th —

WHY IT IS ON THE BALLOT?

After extensive discussions, the Dexter City Council has voted to place a Public Safety Facilities Bond Millage on the November 8th ballot. The purpose of the millage is to construct/renovate modern public safety facilities that will meet current fire standards as well as provide better facilities for our firefighters and sheriff's deputies. After 65 years in operations, the older fire station and sheriff's substation at 8140 Main Street no longer meets the standards of a modern fire/police station that is tasked to help serve the Dexter Area Fire Department (DAFD) service area of Dexter City, Webster Township, and Dexter Township and areas served by the Washtenaw County Sheriff's Office (WCSO).

WHAT WILL THE BALLOT QUESTION LOOK LIKE?

Shall the City of Dexter, County of Washtenaw, Michigan, borrow the principal sum of not to exceed Eight Million Four Hundred Twenty-Three Thousand Eight Hundred Ninety Dollars (\$8,423,890) and issue its general obligation unlimited tax bonds, payable over a period not to exceed twenty (20) years from date of issuance, for the purpose of paying the cost of acquiring, designing, renovating and/or constructing public safety facilities in the City, which facilities may be used by the Dexter Area Fire Department and the Washtenaw County Sheriff's Office, including: site acquisition; design; related site improvements; and furnishing and equipping the facilities, including all appurtenances and attachments thereto? The estimated millage to be levied in 2023 is 2 mills (\$2 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2 mills (\$2 per \$1,000 of taxable value).

WHAT WOULD THE BOND ISSUANCE DO FOR FIRE?

- Improve operational capacity of the DAFD out of the Dexter City fire facility
- Expand apparatus bay to meet modern standards including vehicle clearance
- Allow for larger firefighting vehicles
- Provide space for maintenance and preparedness equipment activities
- Provide space for fire gear maintenance, decontamination and hose storage
- Provide code-compliant dorm area for firefighters
- Create office space for record-keeping and office staff



HISTORY

The building currently occupied by the Dexter Area Fire Department (DAFD) and Washtenaw County Sheriff's Office is located at 8140 Main St., Dexter, MI 48130. This approximately 10,000 sq. ft. facility was constructed in 1957 for use by the Village of Dexter, including the Village's fire department and department of public works. The Village's police department occupied a different building downtown.

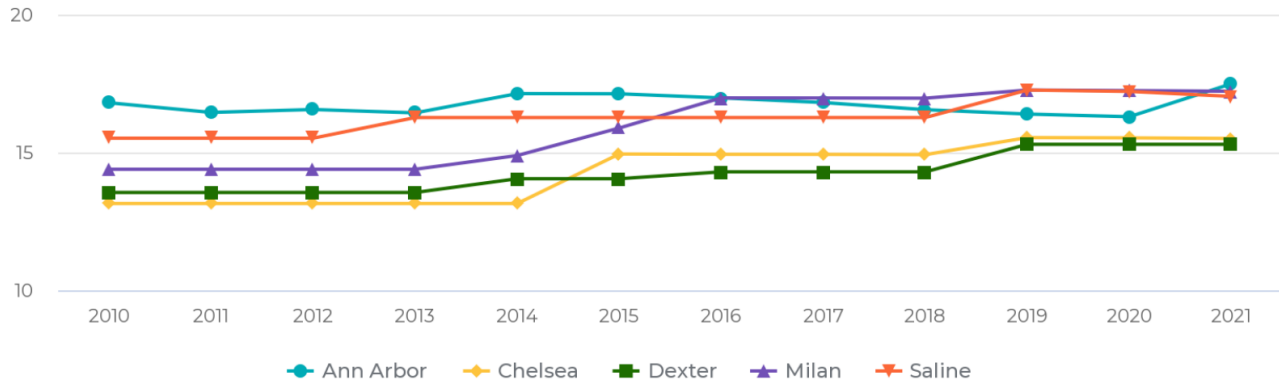
The DAFD was formed in 1985 via an interlocal agreement consisting of the City of Dexter, Dexter Township, and Webster Township. When the Dexter Area Fire Department was formed, it took over the assets of the Village of Dexter fire department, including occupying the facility located at 8140 Main St.

For more information, please contact the City Clerk at (734) 426-8303 or visit www.dexter.mi.gov

City of Dexter PUBLIC SAFETY FACILITIES BOND MILLAGE INFORMATION

— Vote November 8th —

Washtenaw County City Millages



Millage Rate Components	City of Dexter Millage Rates (mils)											
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Operating	10.6601	10.6688	10.6688	10.6688	10.6182	10.6182	10.8987	10.8987	10.8987	10.8987	10.8987	10.8987
Roads	2.8961	2.8874	2.8874	2.8874	3.438	3.438	3.4075	3.4075	3.4075	4.4075	4.4075	4.4075

CURRENT PUBLIC SAFETY SERVICES

Today, 65 years after the current main station was opened, the Dexter Area Fire Department responds to approximately 1500 calls per year. The Dexter Area Fire Department also operates out of three stations, with one station in each jurisdiction - City of Dexter, Dexter Township, and Webster Township. The following pieces of equipment typically operate out of the main station:

The DAFD employs a full-time chief and two assistant chiefs, as well as a fire inspector (captain) and an administrative assistant as its administrative staff. The DAFD also employs 12 full-time firefighters (not including the fire chief) and approximately 12 paid-on-call firefighters.

The Dexter Area Fire Department provides 24-hour coverage of the City of Dexter, Dexter Township, and Webster Township, an area of 85 square miles with a population of over 25,000 people. The Washtenaw County Sheriff's Office provides 24-hour coverage of policing services to several communities within Washtenaw County, including the City of Dexter.

Per the DAFD interlocal agreement and the contract with the Washtenaw County Sheriff's Office, the City is to provide facilities for these entities.

WHAT DOES 2 MILS LOOK LIKE?

On August 8, 2022, the Dexter City Council voted to place a request to the voters for 2 mils, which will equate to roughly \$8.4 million for the construction/renovation of the public safety facilities.

For a house in the City of Dexter with a market value of \$200,000, 2 mils will be roughly \$200 per year. This millage will be levied for 20 years to pay off the bond, which will also be paid off over the course of 20 years.

Additionally, the Dexter City Council plans to allocate an additional \$1 million from the City's General Fund balance to help fund the construction.

WHAT WOULD THE BOND ISSUANCE DO FOR POLICE?

- Larger office space will allow for expansion in the future
- Increased in-office privacy to allow for law enforcement operations and security for sensitive information
- Toilet and locker room facilities
- Secure firearm and equipment storage
- Separate functionality of squad room, break room, and secondary egress path
- Increased storage space for files and evidence and office/maintenance supplies
- Space for communications and server equipment

For more information, please contact the City Clerk at (734) 426-8303
or visit www.dextermi.gov

Board and Committee Openings

Parks and Recreation Commission

The Parks & Recreation Commission is seeking two new members. The Commission meets on the third Tuesday of each month at 7:00 pm and is a 9-member commission that is responsible for making recommendations to City Council on the planning and development of City parks.

Arts, Culture, and Heritage Committee

The Arts, Culture & Heritage Committee is seeking one new member. The Committee meets on the first Wednesday of each month at 7:00 pm and is an 11-member group that advises City Council on the development of arts, culture and heritage; promotes and publicizes projects that support arts, culture and heritage; serves as advocates for arts, culture, and heritage and encourages networking and collaborations of the arts, culture, and heritage of the City of Dexter.

To apply, please submit a Committee Application Form to the City Offices at 8123 Main St., 2nd Floor or by e-mail to jbreyer@dextermi.gov. The application form is available on the City's website at: https://www.dextermi.gov/Permits and Forms/General Permits/committee_application_2020_1.pdf

Paint Dexter Plein Air Festival Online Sale

The Paint Dexter Plein Air Festival was held from Monday, August 15th to Saturday, August 20th. The pieces produced through the week, along with some pieces from previous Paint Dexter Plein Air Festivals have been posted for sale online. The artwork gallery is available at: paintdexter.com/paint-dexter-online-store/. Additional information about purchasing artwork can be found at: paintdexter.com/events/art-sale/. Please direct any questions regarding the sale to Josh Tanghe at jtanghe@dextermi.gov or 734-580-2229.



Gregory Barn by Linda Pelowski



Flowers Along the B2B by Tina Hotchkiss

Halloween & Trick-or-Treating

For those that choose to participate this year, Trick-or-Treat hours in the City will be from 5:00 pm to 7:00 pm on Monday, October 31, 2022.

As always, remind trick-or-treaters to be mindful when crossing roads and of their surroundings to make sure that they have a fun and safe Halloween!



Mill Creek Park Work Day—October 22nd

Help us beautify Mill Creek Park!

A workday in Mill Creek Park will be held on Saturday, October 22, 2022 from 9am to 1pm. Have a green thumb? Volunteers are welcome to come get their hands dirty as we work to plant new shrubs and plugs in various areas of Mill Creek Park. Volunteers are not required to stay the entire time, come and join as your time allows! If you are interested, please contact Josh Tanghe at jtanghe@dextermi.gov or call 734-426-8303.

Fall Clean-Up Day - October 17th - Put Out Your Bulk Items!

The City provides expanded collection of trash, appliances, and other bulky items on the third Monday of May and October each year. The fall clean up will occur on Monday, October 17, 2022. The following additional guidelines apply: 1) All loose material must be contained. 2) Appliances and bulky items are limited to what two people can safely lift. For more information view the Waste Management flyer at: https://www.dextermi.gov/Departments_Services/Trash_Recycling/8-1-19_WMFlyer.pdf.



Winter Maintenance

Generally, snow will be removed and/or roads will be salted in the following priority:

1. Major Roads (Central, Baker, Main, Broad)/Downtown
2. Local Streets
3. Alleys
4. Parking Lots

Once the roadways have been cleared, crews will return to remove and/or relocate the snow piles in cul-de-sacs and downtown parking areas. The work is often done in the middle of the night for ease of access and for safety purposes due to the lower traffic volumes.

How You Can Help

- Remove vehicles from the roads and public parking areas during and after winter storms
- Dig out fire hydrants so they are accessible at all times
- Remove snow from sidewalks within 48 hours of snow cessation in residential areas and within four hours of snow cessation of the start of business in commercial areas
- Keep all snow removed from sidewalks and driveways on your property
- Remove all personal items (including basketball hoops) from the road right-of-way so that they are not in the way of plow trucks
- Exercise extreme caution during inclement weather
- Please use caution when using the downtown sidewalks, stairs, and boardwalks in the winter months

Exercising Water Shut Off Valves

Each developed property in the City has at least one water shut off valve inside of the structure. In a home this is typically found in the basement; in a business this is typically found in a utility room. The City would like to encourage all property owners to exercise this valve twice a year to make sure it is in working order. This can be done by turning the valve to the off position and turning on the water in a nearby sink or utility tub to make sure that no water is passing through. If the valve is in an older home and has not been turned in recent memory, we do advise having it turned for the first time by a licensed plumber because the valve can become brittle over time and may need repair.



Having a functioning valve will allow the water to be shut off inside the home or business if a leak occurs, or when it is necessary to do maintenance on the plumbing. If the valve is not functioning and a leak occurs, the City will come out and turn the water off at the curb stop box (generally located at the property line). While the City will respond 24/7, it can take time for the on-call employee to respond after hours. Every minute counts when water is leaking to prevent damage to property.

Dexter Farmers Market

3233 Alpine Street, Dexter MI 48130

Market Hours:

May – October

Saturday 8am-1pm

Tuesday 2pm-6pm

The Dexter Farmers Market will be open through Saturday, October 29, 2022 and will close out the season with a Pet Costume Contest starting at 11:45 am that day. Market hours are Saturday from 8:00 am to 1:00 pm; and Tuesday from 2:00 pm to 6:00 pm.

We would like to thank the community for your continued support of the Dexter Farmers Market, especially during these ever-changing times. It has been a fun year in a laid-back atmosphere for customers and vendors alike!

The Market hosts an excellent line-up of fresh produce, local artisans, baked goods, gluten free options, local meats, seafood, fresh flowers, coffee, honey, jam, syrup, homemade crafts and so much more! There has also been live music at every Saturday market and occasionally at the Tuesday markets.

The Dexter Farmers Market accepts SNAP, PEBT, Double Up Food Bucks, WIC Project Fresh, Senior Market Bucks and Senior Project Fresh.

Want to keep up-to-date with all things Farmers Market? Sign up for the weekly email list by emailing the market manager at farmersmarket@dextermi.gov or visit https://www.dextermi.gov/community/farmers_market.php.

We look forward to seeing you at the 2023 season which starts May 6, 2023.



May - October

LOCAL FRESH

Saturdays 8am-1pm &
Tuesdays 2pm-6pm

Live Music, Fresh Produce, Local Meats, Dairy,
Baked Goods, Honeys & Jams, Handmade Crafts

Historic Downtown Dexter
3233 Alpine St. Dexter, MI 48103



CITY OF DEXTER Resident Cost-Share Street Tree Planting Program Application



Trees in the street right-of-way (lawn extension) in front of your home qualify for this program.

This is an opportunity for residents to have a new tree planted in their lawn extensions. **Your cost to participate in this program is \$150, and the City pays the balance from its restricted tree fund.** Together, those funds cover the cost of purchase and installation of a 2-2½ inch caliper tree and includes a one-year warranty. Once the tree has been planted, the resident is responsible to maintain and care for that tree, including watering it diligently during the first three years, especially during droughts. The City provides tree watering bags to help with irrigation. Additional tree care information is available from the City, upon request.

If a tree does not survive its first year, it is the responsibility of the purchaser to notify the City prior to expiration of the warranty period. A selection of different tree species will be offered for sale each year through this program. The choices will vary from year to year. There is a limited selection for the upcoming planting season. Trees are first come, first served. If we run out of inventory, your name will be placed on a list for the next planting season.

The following species are available for planting:

- | | |
|--|---|
| 1. Serviceberry <i>Amelanchier arborea</i> | 4. Saratoga ginkgo (non-fruiting male) <i>Ginkgo biloba 'Saratoga'</i> |
| 2. Eastern Redbud <i>Cercis canadensis</i> (tree form) | 5. American hophornbeam <i>Ostrya virginiana</i> |
| 3. Red horse-chestnut <i>Aesculus x carnea 'Fort McNair'</i> or 'Briotti' | 6. Tulip Tree <i>Liriodendron tulipifera</i> |

If there are overhead wires where your new tree will be planted, please select a Serviceberry. It is important that there be a variety of species in the City tree population so that disease or insect infestation such as the Emerald Ash Borer does not kill all the trees within one neighborhood.

Pictures of the trees and information on their characteristics are available on the internet at <https://www.mortonarb.org/>. Choice of species will be on a first-come, first-served basis. The City reserves the right to make the final selections of trees for specific locations, based on the purchaser's preferences, availability and site conditions.

To participate, just follow these steps:

1. Determine the location for your new tree.
2. Choose your preferred species (3 choices per tree).
3. Calculate the price of the tree order (\$150 per tree) then fill out the order form.
4. Submit the completed form and payment for your new tree to the City.

Earliest orders have the widest choice in trees.

Mail or drop-off your order to:

City of Dexter – Street Tree Planting Program
8123 Main Street, 2nd Floor
Dexter, Michigan 48130

If you have questions, please contact the Community Development Department at 734-580-2233

ORDER FORM

Name _____

Address _____

Phone _____

Email Address _____

Select three alternate species for each tree. If you are ordering more than one tree, choose alternates for each.

TREE #1	TREE #2	
Alt 1 _____	_____	Price/tree: \$150.00
Alt 2 _____	_____	Order: _____ trees x \$150 = _____
Alt 3 _____	_____	Payment enclosed: _____

Do you have trees that need to be removed? _____ How Many? _____ Trunk Diameter: _____

Thank you!

Traffic Safety Reminder

The City is receiving increased complaints about cars speeding and rolling through stop signs. It is essential for the safety of both drivers and pedestrians for everyone to obey the speed limits and stop completely for stop signs.

- Motorists must yield to pedestrians within a crosswalk when the pedestrian is in or near the same half of the street as the driver, even if the RRFB is not activated. Drivers can choose to stop to allow a waiting pedestrian cross, but it is not required regardless of the presence of a rapid flashing beacon.
- Drivers must always be prepared to stop at all marked intersections.
- Be alert and reduce speed in areas with crosswalks.
- Do not drive distracted, including talking or texting on your phone.
- Yield, slow down or stop if necessary if a pedestrian is crossing within a crosswalk.
- Drivers should not assume a pedestrian's intent at a crosswalk, come to a stop and err on the side of caution.
- Never pass a vehicle that is stopped at a crosswalk.



Speed Limits

All roads in the City of Dexter are 25 miles per hour with the following exceptions:

- Baker Rd. (30 mph)
- Dan Hoey Rd. (35 mph, except in School zone during designated hours)
- Dexter-Ann Arbor Rd. between Meadow View Rd. and Dan Hoey Rd. (35 mph)
- Dexter-Ann Arbor Rd. From Dan Hoey to City limits (40 mph)

Speeding in Neighborhoods

City staff has received multiple complaints of speeding around the City, especially in the neighborhoods including:

- Westridge (Eastridge and Parkridge)
- Forest/Jeffords
- Edison/4th St.
- Broad St.
- Lexington/Carrington

Staff asks drivers through these areas to please slow down and be consciousness of pedestrians and other drivers.

Staff has also received numerous requests for speedbumps, which the City recommends against as they impede DPW activities such as plowing and can impact public safety activities.

City of Dexter
8123 Main St, 2nd Fl
Dexter MI 48130
(734) 426-8303

Mayor:

Shawn Keough

Council Members:

Sanam Arab

Paul Cousins

Donna Fisher

Jamie Griffin

Wa-Louisa Hubbard

Zach Michels

City Staff

Justin Breyer

City Manager/Clerk

Josh Tanghe

Asst. to the City Manager

Michelle Aniol

Community Development

Tim Stewart

Public Utilities Superintendent

Marie Sherry

Treasurer/Finance Director/Assessor

Brenda Tuscano

Utility Billing Clerk

Grace Whitney

Associate Planner

Jenna Kuick

Administrative Assistant

PRESORTED
STANDARD
U.S. POSTAGE
PAID PERMIT NO. 100
DEXTER MICHIGAN

The City Offices are located at 8123 Main St, 2nd Floor, above the PNC Bank. Hours are Monday through Friday, 9:00 am to 5:00 pm.

Elected Officials:

Mayor

Shawn Keough: SKeough@DexterMI.gov (313) 363-1434

Council Members

Paul Cousins: PCousins@DexterMI.gov (734) 548-3293

Donna Fisher: DFisher@DexterMI.gov (734) 649-5169

Zach Michels: ZMichels@DexterMI.gov (734) 726-0616

Jamie Griffin: JGriffin@DexterMI.gov (402) 302-9002

Sanam Arab: SArab@DexterMI.gov (248) 434-7755

Wa-Louisa Hubbard: WHubbard@DexterMI.gov (734) 883-9711

Staff:

City Manager/Clerk: JBreyer@DexterMI.gov (734) 580-2234

Asst. to the City Manager: JTanghe@DexterMI.gov (734) 580-2229

Treasurer/Finance/Assessor: MSherry@DexterMI.gov (734) 580-2231

Community Development: MAniol@DexterMI.gov (734) 580-2233

Utility Billing: BTuscano@DexterMI.gov (734) 580-2232

Public Works: KAugustine@DexterMI.gov (734) 426-8530

Public Utilities: TStewart@DexterMI.gov (734) 426-4572

Utilities After Hour Emergencies: (734) 368-5212

Fall Clean
Up will be
October
17th

Fall Clean Up allows for expanded bulk item pickup. See www.dextermi.gov for additional information.

**Mayor Report – By Shawn Keough
Prepared on September 21, 2022**

Hello Residents and Council,

Here is my report of recent activities since my last report and my calendar of planned activities looking ahead:

Appointment Recommendation

I am recommending that Julie Knight is appointed to a term on the Parks and Recreation Commission. This item has been included on the consent agenda along with Julie’s application. I was thrilled to talk to her and glad she wants to get involved again.

Public Meeting to discuss Ballot Language for Public Safety Facility Improvements

As we prepare additional information for our residents related to the proposed Fire/Police Facility ballot language, Council Member Griffin and I encouraged and asked City Manager Justin Breyer to reserve the Dexter District Library for the evening of October 11th to invite the public to ask questions, gather information and review our latest concepts that are being prepared by Partner’s in Architecture with input from our Fire Chief.

Recent Activities

September 13, 2022 – City Hall Renovations (virtual conference call) – At the request of City Manager Justin Breyer, I participated in a virtual conference call to discuss the architects and structural engineers recommendations related to new columns in our meeting area at 3515 Broad.

September 14, 2022 – Dexter Senior Center Next Steps Discussion with Jim Carson, Webster Township Supervisor John Kingsley, Dexter Township Supervisor Diane Ratkovich and Scio Twp Supervisor Will Hathaway – at the request of Dexter Senior Center Board Chairperson Jim Carson, I set up a meeting for the five of us to discuss potential next steps for helping the Dexter Senior Center find a long term home and potential funding source. We discussed the possibility of a setting up an Authority specifically for the Dexter Seniors. All communities were interested and we will be meeting again soon to discuss next steps.

September 15, 2022 – Dexter Downtown Development Authority (DDA) meeting – the DDA voted to approve the Pre-Development Agreement with Common Sail and recommend the agreement to City Council. The DDA also discussed the future replacement of trees within our downtown.

September 15, 2022 – Dexter Area Fire Department (DAFD) meeting

Upcoming Meetings/Activities

September 22, 2022 – DAFD Union Negotiation – Board representatives preparation meeting – Mark Ford (Dexter Twp), John Scharf (Webster Twp), Chief Armstrong and I will be meeting to prepare for upcoming negotiations with the firefighters from Local 4090.

September 26, 2022 – City Council Meeting at St. Andrew’s Church, 7610 Ann Arbor St.

Please stay safe and enjoy Dexter! I look forward to seeing you around our town.

Shawn Keough
Mayor, City of Dexter skeough@DexterMI.gov (313) 363-1434 (cell)

PAGE LEFT INTENTIONALLY BLANK

The U.S. Department of Homeland Security has designated September 25 as national “If You See Something, Say Something®” Awareness Day. The purpose of this day is to “remind the public to be aware of suspicious activity and how to report it to law enforcement.” Per National Neighborhood Watch (www.nnw.org), suspicious activity is any incident, event, or activity that seems unusual or out of place. Importantly, only a person’s behavior, not their immutable characteristics, can be suspicious.

As a member of the City of Dexter City Council, though not speaking on its behalf, I am reaching out to the community to increase awareness about this day, recent notable activities in and around the city, and steps we all can take to protect ourselves and our loved ones.

The City of Dexter City Council, per its City Charter, “shall see that provision is made for public peace and health, and for the safety of persons and property.” To achieve that end, at least in part, the City contracts with the Washtenaw County Sheriff’s Office (WCSO) for its law enforcement and public safety needs in a regional collaboration with Dexter Township and Webster Township.

Per the Washtenaw County Sheriff’s Office (WCSO) monthly reports, recent notable events in the City of Dexter include catalytic converter thefts, larceny from a vehicle, a drug overdose, a series of attempted and successful home invasions, breaking and entering, and indecent exposure complaints along the Border-to-Border Trail.

After hearing resident concerns about these events, I reached out to the Sheriff’s Office to learn how we can work together to prevent and detect crime. Here are steps you can take:

- Lock your doors (vehicle and house)
- Close and lock windows on the first floor overnight
- Do not store valuables in your vehicle if parked outside
- Do not leave your vehicle running unattended
- Install motion lights
- Install and monitor security cameras
- If you’re headed out for a walk, bike, or run in and around town or on the trail, let someone know where you’re going and when you expect to be back.

Perhaps most importantly, get to know your neighbors and local business owners if you don’t already. Together, you can help monitor the area in and around your home and their businesses. You will learn, if you haven’t already, what types of behaviors and activities are typical so that you can better recognize those that are suspicious.

I am confident that our local law enforcement is ready, willing, and able to address resident concerns. So, as we mark the passing of this day, I want to encourage you all: If you see something, say something. To report a crime in progress or a suspicious person or vehicle, dial 911.

Sincerely,
Jamie Griffin
JGriffin@dextermi.gov

PAGE LEFT INTENTIONALLY BLANK

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ARBOR CARE TREE SURGEONS	4,350.00		
2. ASTI ENVIRONMENTAL SERVICES	2,000.00		
3. AT&T	673.50		
4. BRIAN'S SERVICE	7,605.00		
5. BRIDGEWATER TIRE COMPANY, INC.	1,892.00		
6. CADILLAC ASPHALT, LLC	267.87		
7. CARLISLE-WORTMAN ASSOCIATES	500.00		
8. CARQUEST AUTO PARTS	99.12		
9. CHASE	14,471.96		
10. CINTAS CORPORATION	1,110.52		
11. CITY OF DEXTER	1,186.14		
12. COMCAST - INTERNET	1,703.37		
13. CONTRACTOR CONNECTION	225.00		
14. CORRIGAN OIL COMPANY	1,447.13		
15. DAPPRICH ENTERPRISES INC.	450.00		
16. DELOOF DEVER EBY MILLIMAN & ISSA	2,814.00		
17. DEXTER MILL	846.95		
18. DTE ENERGY	13,252.48		
19. ELHORN ENGINEERING CO	1,635.00		
20. GOOGLE PLAY	5.97		
21. HACKNEY HARDWARE	1,388.74		
22. HOPP ELECTRIC, INC.	175.00		
23. INVOICE CLOUD INC	114.00		
24. JOHN'S SANITATION	695.00		
25. KERR PUMP AND SUPPLY	811.19		
26. M&K JETTING AND TELEVISION	600.00		
27. MATERIALS TESTING CONSULTANTS, INC	4,606.00		
28. MLIVE MEDIA GROUP	379.00		
29. NATIONAL RECREATION AND PARK	175.00		
30. NORTH CENTRAL LABORATORIES	314.70		
31. ORCHARD, HILTZ & MCCLIMENT INC	6,065.25		
32. PARAGON LABORATORIES INC	342.00		
33. PARTS PEDDLER AUTO SUPPLY	325.85		
34. STATE OF MICHIGAN-MDOT	24,567.61		
35. THE SUN TIMES NEWS	180.50		
36. U.S. BANK ST. PAUL	77,730.00		
37. UNUM LIFE INSURANCE	960.35		
38. UTILITIES INSTRUMENTATION SERV	468.00		
39. VERIZON WIRELESS	431.52		
40. WASTE MANAGEMENT OF MICHIGAN	63,603.80		
41. WELLS FARGO	668.13		
42. ZOOM	114.99		
TOTAL ALL CLAIMS	241,252.64		

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER
 EXP CHECK RUN DATES 09/21/2022 - 09/21/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 ASSETS, LIABILITIES & REVENUE					
101-000-040.005	DUE FROM CUSTOMERS - NSF FEE	INVOICE CLOUD INC	BILLER PORTAL FEE	15.00	
Total For Dept 000 ASSETS, LIABILITIES & REVENUE				15.00	
Dept 172 CITY MANAGER					
101-172-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	136.65	52777
Total For Dept 172 CITY MANAGER				136.65	
Dept 201 FINANCE DEPARTMENT					
101-201-802.000	PROFESSIONAL SERVICES	INVOICE CLOUD INC	BILLER PORTAL FEE	99.00	
Total For Dept 201 FINANCE DEPARTMENT				99.00	
Dept 210 ATTORNEY					
101-210-810.000	ATTORNEY FEES	DELOOF DEVER EBY MILLIMAN	PROFESSIONAL SERVICES	840.00	52757
Total For Dept 210 ATTORNEY				840.00	
Dept 253 TREASURER					
101-253-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	42.50	52777
Total For Dept 253 TREASURER				42.50	
Dept 257 ASSESSING DEPARTMENT					
101-257-977.000	EQUIPMENT	VERIZON WIRELESS	PHONES	40.01	52779
Total For Dept 257 ASSESSING DEPARTMENT				40.01	
Dept 262 ELECTIONS					
101-262-727.001	ELECTION SUPPLIES	HACKNEY HARDWARE	SUPPLIES	31.98	52761
Total For Dept 262 ELECTIONS				31.98	
Dept 265 BUILDINGS & GROUNDS					
101-265-727.000		HACKNEY HARDWARE	SUPPLIES	11.98	52761
101-265-803.020	SOFTWARE MAINTENANCE CONTRACT	GOOGLE PLAY	SUBSCRIPTION	5.97	52773
101-265-803.020	SOFTWARE MAINTENANCE CONTRACT	ZOOM	VIDEO CONFERENCING	114.99	52773
101-265-920.000	UTILITIES	COMCAST - INTERNET	8123 MAIN ST INTERNET	225.02	
101-265-920.000	UTILITIES	COMCAST - INTERNET	3515 BROAD INTERNET	314.90	
101-265-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	963.16	
101-265-920.000	UTILITIES	CITY OF DEXTER	3515 BROAD ST	108.80	52753
101-265-920.001	UTILITIES - TELEPHONES	COMCAST - INTERNET	8123 MAIN PHONES	549.52	
101-265-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	PHONES	38.01	52779
101-265-935.000	BUILDING MAINTENANCE & REPAIR	CINTAS CORPORATION	MATS	54.59	52752
101-265-936.000	EQUIPMENT SERVICE CONTRACTS	WELLS FARGO	LEASE COPIER	668.13	52760
Total For Dept 265 BUILDINGS & GROUNDS				3,055.07	
Dept 285 CITY TREE PROGRAM					
101-285-803.000	CONTRACTED SERVICES	ARBOR CARE TREE SURGEONS	TREE PLANTING/REMOVAL	4,350.00	52743
Total For Dept 285 CITY TREE PROGRAM				4,350.00	
Dept 301 LAW ENFORCEMENT					
101-301-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	206.65	
101-301-920.000	UTILITIES	CITY OF DEXTER	8140 MAIN ST	250.41	52753
Total For Dept 301 LAW ENFORCEMENT				457.06	
Dept 336 FIRE DEPARTMENT					
101-336-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	206.65	
101-336-920.000	UTILITIES	CITY OF DEXTER	8140 MAIN ST	313.02	52753

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 336 FIRE DEPARTMENT					
Total For Dept 336 FIRE DEPARTMENT				519.67	
Dept 400 PLANNING DEPARTMENT					
101-400-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	75.88	52777
101-400-802.000	PROFESSIONAL SERVICES	CARLISLE-WORTMAN ASSOCIATE	PROFESSIONAL SERVICES	500.00	52749
101-400-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCLIMENT	PROFESSIONAL SERVICES	240.00	52770
101-400-901.000	PRINTING & PUBLISHING	THE SUN TIMES NEWS	PUBLIC NOTICE	70.00	52775
101-400-977.000	EQUIPMENT	VERIZON WIRELESS	PHONES	81.15	52779
Total For Dept 400 PLANNING DEPARTMENT				967.03	
Dept 410 ZONING BOARD OF APPEALS					
101-410-901.000	PRINTING & PUBLISHING	THE SUN TIMES NEWS	PUBLIC NOTICE	110.50	52775
Total For Dept 410 ZONING BOARD OF APPEALS				110.50	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-720.000	SOCIAL SECURITY & MEDICARE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	255.91	52777
101-441-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	43.61	52777
101-441-740.000		HACKNEY HARDWARE	SUPPLIES	190.16	52761
101-441-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	59.85	52752
101-441-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHES AND MATS	59.85	52752
101-441-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	179.55	52752
101-441-751.000		CORRIGAN OIL COMPANY	GAS	346.66	52755
101-441-920.000		COMCAST - INTERNET	3600 CENTRAL INTERNET	164.75	
101-441-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	666.22	
101-441-920.000	UTILITIES	CITY OF DEXTER	8140 MAIN ST	62.60	52753
101-441-920.000	UTILITIES	CITY OF DEXTER	3600 CENTRAL	93.43	52753
101-441-920.001	UTILITIES - TELEPHONES	COMCAST - INTERNET	8123 MAIN PHONES	112.45	
101-441-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	PHONES	88.63	52779
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				2,323.67	
Dept 442 DOWNTOWN PUBLIC WORKS					
101-442-730.000	FARMERS MARKET SUPPLIES	HACKNEY HARDWARE	SUPPLIES	34.99	52761
101-442-730.000	FARMERS MARKET SUPPLIES	MLIVE MEDIA GROUP	FARMERS MARKET AD	379.00	52767
101-442-731.000	LANDSCAPE SUPPLIES	DEXTER MILL	AUGUST STATEMENT	116.00	52758
101-442-731.000	LANDSCAPE SUPPLIES	HACKNEY HARDWARE	SUPPLIES	386.92	52761
101-442-740.000		HACKNEY HARDWARE	SUPPLIES	27.90	52761
101-442-740.000	OPERATING SUPPLIES	HOPP ELECTRIC, INC.	LIGHTS AT LIBRARY	175.00	52762
101-442-802.000	PROFESSIONAL SERVICES	BRIAN'S SERVICE	PARK WORK	455.00	52746
101-442-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	319.88	
Total For Dept 442 DOWNTOWN PUBLIC WORKS				1,894.69	
Dept 751 PARKS & RECREATION					
101-751-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	7.03	52777
101-751-731.000	LANDSCAPE SUPPLIES	DEXTER MILL	AUGUST STATEMENT	556.00	52758
101-751-731.000	LANDSCAPE SUPPLIES	HACKNEY HARDWARE	SUPPLIES	258.58	52761
101-751-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	SUPPLIES	161.57	52761
101-751-802.000	PROFESSIONAL SERVICES	BRIAN'S SERVICE	PARK WORK	7,150.00	52746
101-751-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	RENTALS AND CLEANINGS	695.00	52763
101-751-955.000	MISCELLANEOUS	HACKNEY HARDWARE	SUPPLIES	10.99	52761
101-751-958.000	MEMBERSHIPS & DUES	NATIONAL RECREATION AND P	MEMBERSHIP	175.00	52768
Total For Dept 751 PARKS & RECREATION				9,014.17	
Dept 801 ARTS, CULTURE & HERITAGE					
101-801-955.000	MISCELLANEOUS	HACKNEY HARDWARE	SUPPLIES		52761

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER
 EXP CHECK RUN DATES 09/21/2022 - 09/21/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 801 ARTS, CULTURE & HERITAGE					
101-801-955.000	MISCELLANEOUS	HACKNEY HARDWARE	SUPPLIES	69.77	52761
Total For Dept 801 ARTS, CULTURE & HERITAGE				101.73	
Total For Fund 101 GENERAL FUND				23,998.73	
Fund 202 MAJOR STREETS FUND					
Dept 445 STORMWATER					
202-445-802.000	PROFESSIONAL SERVICES	M&K JETTING AND TELEVISION	CLEANING	600.00	52765
Total For Dept 445 STORMWATER				600.00	
Dept 451 CONTRACTED ROAD CONSTRUCTION					
202-451-974.011	THIRD ST/BROAD RECONSTRUCTION	STATE OF MICHIGAN-MDOT	PROGRAM: 205585CON	24,567.61	52774
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION				24,567.61	
Dept 463 ROUTINE MAINTENANCE					
202-463-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	36.58	52777
202-463-740.000	OPERATING SUPPLIES	CADILLAC ASPHALT, LLC	ROAD REPAIRS	267.87	52748
Total For Dept 463 ROUTINE MAINTENANCE				304.45	
Dept 474 TRAFFIC SERVICES					
202-474-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	11.25	52777
202-474-740.000	OPERATING SUPPLIES	DAPPRICH ENTERPRISES INC.	STREET LIGHTS	450.00	52756
Total For Dept 474 TRAFFIC SERVICES				461.25	
Dept 478 WINTER MAINTENANCE					
202-478-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	22.51	52777
Total For Dept 478 WINTER MAINTENANCE				22.51	
Total For Fund 202 MAJOR STREETS FUND				25,955.82	
Fund 203 LOCAL STREETS FUND					
Dept 463 ROUTINE MAINTENANCE					
203-463-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	11.25	52777
Total For Dept 463 ROUTINE MAINTENANCE				11.25	
Dept 474 TRAFFIC SERVICES					
203-474-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	2.81	52777
Total For Dept 474 TRAFFIC SERVICES				2.81	
Dept 478 WINTER MAINTENANCE					
203-478-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	5.63	52777
Total For Dept 478 WINTER MAINTENANCE				5.63	
Total For Fund 203 LOCAL STREETS FUND				19.69	
Fund 226 SOLID WASTE COLLECTION FUND					
Dept 528 SOLID WASTE					
226-528-805.000	CONTRACTED SOLID WASTE SERVICE	WASTE MANAGEMENT OF MICHIGAN	RESIDENTIAL/COMMERCIAL AUGUST 22	63,603.80	52780
Total For Dept 528 SOLID WASTE				63,603.80	
Total For Fund 226 SOLID WASTE COLLECTION FUND				63,603.80	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 248 ADMINISTRATION					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER
 EXP CHECK RUN DATES 09/21/2022 - 09/21/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 248 ADMINISTRATION					
248-248-810.000	ATTORNEY FEES	DELOOF DEVER EBY MILLIMAN PROFESSIONAL SERVICES		1,974.00	52757
		Total For Dept 248 ADMINISTRATION		1,974.00	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		1,974.00	
Fund 394 DDA DEBT FUND					
Dept 850 LONG-TERM DEBT					
394-850-997.007	2017 REFUNDING - NON-TAXABLE BON	CHASE	COMMERCIAL LOAN	14,471.96	52751
		Total For Dept 850 LONG-TERM DEBT		14,471.96	
		Total For Fund 394 DDA DEBT FUND		14,471.96	
Fund 401 SPECIAL PROJECTS FUND					
Dept 901 CAPITAL IMPROVEMENTS					
401-901-975.009	BOND CONSTRUCTION	ASTI ENVIRONMENTAL SERVICE	PHASE 2 3515 BROAD	2,000.00	52744
401-901-975.009	BOND CONSTRUCTION	MATERIALS TESTING CONSULT	PROFESSIONAL SERVICES	4,606.00	52766
		Total For Dept 901 CAPITAL IMPROVEMENTS		6,606.00	
		Total For Fund 401 SPECIAL PROJECTS FUND		6,606.00	
Fund 402 EQUIPMENT REPLACEMENT FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
402-441-939.000		PARTS PEDDLER AUTO SUPPLY	SUPPLIES	290.27	52772
		Total For Dept 441 DEPARTMENT OF PUBLIC WORKS		290.27	
Dept 903 CAPITAL IMPROVEMENTS-VEHICLES					
402-903-981.000	VEHICLES	BRIDGEWATER TIRE COMPANY,	TIRES	1,892.00	52747
		Total For Dept 903 CAPITAL IMPROVEMENTS-VEHICLES		1,892.00	
		Total For Fund 402 EQUIPMENT REPLACEMENT FUND		2,182.27	
Fund 590 SEWER ENTERPRISE FUND					
Dept 548 SEWER UTILITIES DEPARTMENT					
590-548-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	185.24	52777
590-548-740.000		HACKNEY HARDWARE	SUPPLIES	4.79	52761
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ELHORN ENGINEERING CO	SUPPLIES	1,015.30	52759
590-548-743.000		NORTH CENTRAL LABORATORIES	CHEMICALS	314.70	52769
590-548-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	157.59	52752
590-548-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	153.19	52752
590-548-751.000		CORRIGAN OIL COMPANY	GAS	1,100.47	52755
590-548-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES INC	WASTEWATER SAMPLING	342.00	52771
590-548-920.000	UTILITIES	COMCAST - INTERNET	8360 HURON INTERNET	85.65	
590-548-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	6,132.02	
590-548-920.000	UTILITIES	AT&T	8/14-9/13/22	336.75	52745
590-548-920.000	UTILITIES	CITY OF DEXTER	8360 HURON ST	357.88	52753
590-548-920.001	UTILITIES - TELEPHONES	COMCAST - INTERNET	8123 MAIN PHONES	82.72	
590-548-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	PHONES	68.63	52779
590-548-935.000	BUILDING MAINTENANCE & REPAIR	DEXTER MILL	AUGUST STATEMENT	174.95	52758
590-548-938.001	SCADA MAINTENANCE	UTILITIES INSTRUMENTATION	SERVICES AT WWTP	234.00	52778
590-548-977.000	EQUIPMENT	KERR PUMP AND SUPPLY	SUPPLIES	811.19	52764
		Total For Dept 548 SEWER UTILITIES DEPARTMENT		11,557.07	
Dept 850 LONG-TERM DEBT					
590-850-996.013	2018 HEADWORKS PROJECT BOND INTE	U.S. BANK ST. PAUL	HEADWORKS BOND	77,530.00	52776

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER
 EXP CHECK RUN DATES 09/21/2022 - 09/21/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER ENTERPRISE FUND					
Dept 850 LONG-TERM DEBT					
Total For Dept 850 LONG-TERM DEBT				77,730.00	
Total For Fund 590 SEWER ENTERPRISE FUND				89,287.07	
Fund 591 WATER ENTERPRISE FUND					
Dept 556 WATER UTILITIES DEPARTMENT					
591-556-722.000	LIFE & DISABILITY INSURANCE	UNUM LIFE INSURANCE	OCTOBER STATEMENT	123.50	52777
591-556-740.000	OPERATING SUPPLIES	CONTRACTOR CONNECTION	SUPPLIES	225.00	52754
591-556-740.000		HACKNEY HARDWARE	SUPPLIES	42.47	52761
591-556-740.000		HACKNEY HARDWARE	SUPPLIES	124.68	52761
591-556-740.000	OPERATING SUPPLIES	PARTS PEDDLER AUTO SUPPLY	SUPPLIES	35.58	52772
591-556-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO	SUPPLIES	619.70	52759
591-556-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	139.52	52752
591-556-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	153.19	52752
591-556-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	CLOTHING AND MATS	153.19	52752
591-556-920.000	UTILITIES	COMCAST - INTERNET	8360 HURON INTERNET	85.65	
591-556-920.000	UTILITIES	DTE ENERGY	AUGUST STATEMENT	4,757.90	
591-556-920.000	UTILITIES	AT&T	8/14-9/13/22	336.75	52745
591-556-920.001	UTILITIES - TELEPHONES	COMCAST - INTERNET	8123 MAIN PHONES	82.71	
591-556-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	PHONES	115.09	52779
591-556-937.000	EQUIPMENT MAINTENANCE & REPAIR	CARQUEST AUTO PARTS	PARTS	99.12	52750
591-556-938.001	SCADA MAINTENANCE	UTILITIES INSTRUMENTATION	SERVICES AT WWTP	234.00	52778
Total For Dept 556 WATER UTILITIES DEPARTMENT				7,328.05	
Total For Fund 591 WATER ENTERPRISE FUND				7,328.05	
Fund 701 CUSTODIAL FUND					
Dept 000 ASSETS, LIABILITIES & REVENUE					
701-000-254.000	BSPR22-0002	ORCHARD, HILTZ & MCCLIMEN	Bond Refund	937.50	52770
701-000-254.000	BSPR21-0003	ORCHARD, HILTZ & MCCLIMEN	Bond Refund	343.75	52770
701-000-254.100	BCON21-0003 - PADU21-0002	ORCHARD, HILTZ & MCCLIMEN	Bond Refund	3,570.50	52770
701-000-254.100	BCON20-0002 - PRWW20-0027	ORCHARD, HILTZ & MCCLIMEN	Bond Refund	973.50	52770
Total For Dept 000 ASSETS, LIABILITIES & REVENUE				5,825.25	
Total For Fund 701 CUSTODIAL FUND				5,825.25	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEXTER
EXP CHECK RUN DATES 09/21/2022 - 09/21/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

Fund Totals:

Fund 101 GENERAL FUND	23,998.73
Fund 202 MAJOR STREETS I	25,955.82
Fund 203 LOCAL STREETS I	19.69
Fund 226 SOLID WASTE COI	63,603.80
Fund 248 DOWNTOWN DEVELC	1,974.00
Fund 394 DDA DEBT FUND	14,471.96
Fund 401 SPECIAL PROJECS	6,606.00
Fund 402 EQUIPMENT REPL	2,182.27
Fund 590 SEWER ENTERPRI	89,287.07
Fund 591 WATER ENTERPRI	7,328.05
Fund 701 CUSTODIAL FUND	5,825.25

Total For All Funds:	<u>241,252.64</u>
----------------------	-------------------



OFFICE OF THE MAYOR

8123 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: City Council
From: Mayor Keough
Re: Consideration of: Appointment of Julie Knight to Parks and Recreation Commission
Date: September 21, 2022

I would like to recommend the following appointment. As a new appointee, the application is attached to this memo.

Parks and Recreation Commission – Term Ending June 2025

Julie Knight

*** Denotes re-appointment**

Current Vacancies

- Arts, Culture, and Heritage Committee (1)
- Downtown Development Authority (1)
- Parks and Recreation Commission (1)
- Economic Development Corporation (1)
- Zoning Board of Appeals – Alternate (1)
- Art Selection Committee (2)

APPLICATION FOR APPOINTMENT AS COMMISSION OR COMMITTEE MEMBER

Name: Julie Knight Date: 9-20-22
 Address: 150 Jeffords #207 Dexter
 Email: Julieaknight@yahoo.com
 Phone: 734 255 9065 Best time to call: anytime

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 checked="" type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Arts, Culture & Heritage Committee | <input type="checkbox"/> Tree Board |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Election Commission |
| <input type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Other (Specify) _____ |

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

the park & witness all the activity,
also I'm very interested in the 3045 Broad
St. development

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?

Lifetime resident of area, city
council, parks & rec dept, Dexter Daze
Comm

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

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: Justin Breyer, City Manager and City Clerk
Kurt Augustine, DPW Foreman

Re: Consideration of: Proposal from Bostick Company Inc. for Catch Basin Repair in an Amount not to Exceed \$5,100

Date: September 19, 2022

Introduction

The Department of Public Works has solicited quotes for catch basin repair at two locations in the City. Staff is recommending approving the proposal(s) from Bostwick Company Inc. for this work.

- Corner of Bridgeway and Parkridge
 - Cost: \$2,500
- Corner of Carrington and South Downs
 - Cost: \$2,600

This work is included in the FY 2022-23 Local Roads budget.

Action Requested

City Council is asked to consider the proposals from Bostick Company Inc. for catch basin repair in an amount not to exceed \$5,100.

Bostwick Company, Inc.
 P.O. Box 1243 3291 W. Liberty
 Ann Arbor, Michigan 48106
 Office (734) 663-5600 Fax (734) 663-9032

Proposal submitted to:
Dexter DPW
Attention: Kurt Augustine

216-3820
kaugustine@dextermi.gov

Work to be performed at:
Bridgeway & Parkridge
Dexter, Michigan

ITEM	DESCRIPTION	PRICE
I.	<p style="text-align: center;">Catch Basin Repairs</p> <ol style="list-style-type: none"> 1. Saw cut designated sections of catch basins 2. Break up and remove concrete and asphalt and dispose of off site 3. Remove catch basin frames and covers; store on site 4. Repair catch basin structure as necessary 5. Backfill and compact 6. Reset frame and cover to proper grade 7. Form for new curbing 8. Pour and finish concrete curbing 9. Pull forms and clean up work related debris 10 Finish to grade with asphalt, topsoil, and seed 	Cost: \$2,500.00

Payments to be made as follows:

NET DUE UPON COMPLETION OF JOB

Accounts 30 days past due are subject to 1.5% finance charge per month (18% annum)

Authorized Signature: _____

Edward A. Vlcek

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Proposal

Bostwick Company, Inc.
 P.O. Box 1243 3291 W. Liberty
 Ann Arbor, Michigan 48106
 Office (734) 663-5600 Fax (734) 663-9032

Proposal submitted to: Dexter DPW Attention: Kurt Augustine 216-3820 kaugustine@dextermi.gov	Work to be performed at: Corner of Carrington & S. Downs Dexter, Michigan
--	---

ITEM	DESCRIPTION	PRICE
I.	<p style="text-align: center;">Catch Basin Repair</p> <ol style="list-style-type: none"> 1. Saw cut designated sections of curb and catch basin 2. Break up and remove concrete and asphalt and dispose of off site 3. Remove catch basin frame and cover; store on site 4. Repair catch basin structure as necessary 5. Backfill and compact 6. Reset frame and cover to proper grade 7. Form for new curbing 8. Pour and finish concrete curbing 9. Pull forms and clean up work related debris 10. Finish to grade with asphalt topsoil and seed 	<p>Cost: \$2,600.00</p>

Payments to be made as follows:

NET DUE UPON COMPLETION OF JOB

Accounts 30 days past due are subject to 1.5% finance charge per month (18% annum)

Authorized Signature: _____

Edward A. Vlcek

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

PAGE LEFT INTENTIONALLY BLANK

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: Justin Breyer, City Manager and City Clerk
Tim Stewart, Public Utilities Superintendent
Eric Hartman, Lead Utilities Operator

Re: Consideration of: Purchase of WWTP Digester Heater to Madison Electric for an Amount not to Exceed \$9,000

Date: September 20, 2022

Introduction

The 2012 solids handling improvement project at the WWTP included a small addition to the side of the primary digester. This building addition was necessary to protect sludge piping from weather elements such as freezing weather. This space is heated by an electric hazardous location unit heater to prevent freezing of the sludge lines. In December of 2021 WWTP staff discovered that the heater had failed and the sludge transfer pipe had frozen. WWTP staff was able to thaw the piping and install temporary heat for the winter allowing an opportunity to budget for a replacement heater.

Staff attempted to bid the purchase of this item through its normal source, Bidnet, but received no responses. Staff was able to source the heater from a local vendor, Madison Electric. Shipping was not included in the proposal, but it is anticipated to be not greater than \$1,000. This item is budgeted in the Sewer Fund budget for FY 2022-23.

Action Requested

City Council is asked to consider the purchase of a digester heater for the City's Wastewater Treatment Plant from Madison Electric for an amount not to exceed \$9,000.



Madison Electric Ann Arbor
4649 Runway Blvd.
Ann Arbor, MI 48108
(734) 665-6131
www.madisonelectric.com

Outside Sales Rep	
Reference	
HEATER	
Quote #	To Be Shipped From
6079447-00	MADISON ELECTRIC - ANN ARBOR
Best Way	



QUO



6079447-00

<i>Bill To:</i> 276253	CITY OF DEXTER UTILITIES DEPARTMENT 8140 MAIN STREET DEXTER, MI 48130-
---------------------------	---

<i>Ship To:</i> 1	CITY OF DEXTER 8360 HURON STREET 1 DEXTER, MI 48130-
----------------------	---

Customer PO #	Quote Placed By	Quote Taken By	Date Entered
	ERIC	Ken Needham	09/08/22

Quote good for 24 hours from Entered Date. Quantity available to Ship calculated at time of Quote. All Quotes are plus Freight unless otherwise stated.

Line #	Product and Description	Quantity Ordered	Qty Available to ship	Price U/M	Unit Price	Extended Price
2	TPIHLA124803603024T TPI HLA12-480360-3.024-T HEATER W/INTEG THERM HEATER IS MADE TO ORDER AND IS NON-CANCELLABLE AND NON-RETURNABLE. 4-6 WEEK LEAD TIME	1	1	each	8,065.50000	8,065.50
3	FREIGHTTOFOLLOW FREIGHT TO FOLLOW	1	1	EA	0.00000	0.00

2 Lines Total	Material Total	8,065.50
	Invoice Total	8,065.50

Notwithstanding anything else in this quote, if a Manufacturer requires a deposit or prepayment prior to accepting our Company's Purchase Order and/or shipment of the material, that requirement shall be the responsibility of our customer. This requirement shall be applicable whether communicated prior to or after Customer's acceptance of this quote. Any applicable sales or use taxes are not included in this quote unless separately listed.

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: Justin Breyer, City Manager and City Clerk
Tim Stewart, Public Utilities Superintendent
Andrea Dorney, Chief Lab Technician

Re: Consideration of: Water Distribution System Materials Inventory Award to M&K Jetting & Televising for an Amount not to Exceed \$25,000

Date: September 19, 2022

Introduction

The State Department of Environment, Great Lakes, and Energy has issued a rule that water service providers must conduct an inventory of water service line materials by 2025. Per EGLE rules, all service lines made of lead, and galvanized lines previously connected to lead must be inventoried and eventually removed.

The proposed project will allow the contractor to perform materials verification on approximately 40 homes, depending on the curb stop box conditions. Residences in the City of Dexter that are most likely to have galvanized lines are generally in the original village neighborhoods. Homes are selected from a list containing suspected/confirmed galvanized lines or unknown material lines.

Below is an outline of the project:

- 1) The contractor hydroexcavates the curb box to check the line material on both sides of the curb box.
- 2) The contractor will request access to the home in order to check the line at the water meter or 18-inches of the wall for the service line.
- 3) If, upon hydroexcavation, an older-style curb stop box is found (buffalo box), the contractor will replace the curb-stop box with a newer model (Erie 2-hole archbox).
- 4) The contractor will backfill the hole(s) that result from hydroexcavation. Staff will assist, where necessary, with restoration.
- 5) The results will be tabulated in a chart that will be added to the DSMI Inventory.

Council and the public should be aware that the City's Utilities Department has a strong program that coats existing lead and galvanized pipes to minimize the risk of lead leaching into the City's water system.

This project was included in the Water Fund's FY 22-23 budget. The City received four bids on this project, and M&K Jetting & Televising was the low bidder.

Action Requested

City Council is asked to consider the award of the Water Distribution System Materials Inventory (DSMI) to M&K Jetting & Televising for an amount not to exceed \$25,000.

		M&K Jetting & Televising 3201 W. Michigan Ave. Jackson, MI 49202	B&B Environmental 6625 E. Fawn Ave. White Cloud, MI 49349	Underground Infrastructure Service 12119 Levan Rd. Livonia, MI 48150	Rogue Industrial Services, LLC 1250 Fox Chase Rd. Bloomfield Hills, MI 48301
Potholing & Service Line Identification (each)	Base Bid	\$225.00	\$510.00	\$410.00	\$347.82
Curb Stop Box Replacement (each)	As-Needed	\$75.00	\$150.00	\$750.00	\$999.99
Backfill (each pothole)	Alternate	\$225.00	\$68.00	\$52.50	\$99.99

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: Justin Breyer, City Manager and City Clerk
Re: Consideration of: Formally Excusing Paul Cousins' Absences
Date: September 19, 2022

This item was requested by Mayor Keough.

Per Charter Section 5.05 Vacancies, Forfeiture of Office, Filling of Vacancies

(b) A Mayor or Council Member shall forfeit that office if that Mayor or Council Member:

- (1) Fails to meet the residency requirements, or
- (2) Violates any express prohibition of this charter, or
- (3) Is convicted of a crime involving moral turpitude, or
- (4) Fails to attend three (3) consecutive regular meetings of the Council without being excused by the Council.

To-date, Council Member Cousins has been absent from the following regular City Council meetings: July 25, August 8, August 22, September 12. It is staff's understanding that Council Member Cousins has indicated that he has missed the meetings due to recuperation following a medical procedure.

Action Requested

City Council is asked to consider excusing the absences of Council Member Paul Cousins from the July 25, August 8, August 22, and September 12 regular City Council Meetings

PAGE LEFT INTENTIONALLY BLANK

OFFICE OF THE CITY MANAGER

8123 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Mayor Keough and City Council
From: Justin Breyer, City Manager and City Clerk
Re: Consideration of: Council Member Fisher's Eligibility for Office
Date: September 19, 2022

This item was requested by Council Member Griffin. Staff was also included on related e-mails from Council Member Michels. Attached are e-mail communications with Council Member Griffin and Michels regarding the request.

Both Council Members Griffin and Michels indicated that they were contacted by a resident claiming that Council Member Fisher does not meet the requirements to continue serving on the Dexter City Council.

The relevant Charter provision (Section 5.05) is provided below. As indicated in the Charter, "City Council shall be the judge of the qualification of its members..." Council Members Griffin and Michels requested that the City Attorney be consulted on this matter. Staff has not consulted with the City Attorney, but can do so, pending direction from a majority vote of City Council.

Per Charter Section 5.05:

"Section 5.05 Vacancies, Forfeiture of Office, Filling of Vacancies

(a) The office of Mayor or Council Member shall become vacant upon the member's death, resignation, or removal from office or forfeiture of office in any manner authorized by law

(b) A Mayor or Council Member shall forfeit that office if that Mayor or Council Member:

- (1) Fails to meet the residency requirements, or
- (2) Violates any express prohibition of this charter, or
- (3) Is convicted of a crime involving moral turpitude, or
- (4) Fails to attend three (3) consecutive regular meetings of the Council without being excused by the Council.

The City Council shall be the judge of the qualification of its members, and of the grounds for forfeiture of their office. In order to exercise these powers, the Council shall have power to subpoena witnesses, administer oaths and require the production of evidence. A Council Member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one (1) or more newspapers of general circulation in the city at least one (1) week in advance of the hearing."

From MCL 168.11:

168.11 "Residence" defined.

(1) "Residence", as used in this act, for registration and voting purposes means that place at which a person habitually sleeps, keeps his or her personal effects, and has a regular place of lodging. If a person has more than 1 residence, or if a person has a residence separate from that of his or her spouse, that place at which the person resides the greater part of the time shall be his or her official residence for the purposes of this act.



Justin Breyer <jbreyer@dextermi.gov>

Donna Fisher's eligibility for office

Jamie Griffin <jgriffin@dextermi.gov>

Mon, Sep 19, 2022 at 8:53 AM

To: Shawn Keough <skeough@dextermi.gov>, Justin Breyer <jbreyer@dextermi.gov>

Thanks for the additional information, Shawn. Justin--I'm looping you back into this conversation.

To be clear, no accusation has been made; rather, questions have been asked based on evidence from a reliable source. Unlike Justin, this resident is in a position to "keep track of Councilmember Fisher's comings-and-goings" because the resident lives in close proximity to Donna.

As Justin indicated in his email, per Section 5.05 of the City Charter, "The City Council shall be the judge of the qualification of its members, and of the grounds for forfeiture of their office." Therefore, I think we should continue this conversation as a full body. To that end, please add it as a discussion item at our next meeting. Again, I am open to, and would encourage, the participation of our legal counsel in this matter.

Thanks,
Jamie

On Sun, Sep 18, 2022 at 8:54 PM Keough, Shawn <SKEOUGH@wadetrim.com> wrote:

Hi Jamie,

Thanks for sharing this with me. I have had a full weekend, so sorry for the short delay replying. I don't understand what your basis is for suggesting this. Who is suggesting this? Frankly, you may be overstepping your bounds. I think we should talk about the accusation you and whoever are suggested for this.

Donna had eye surgery this week in Alma. I believe it was a day or two after our meeting on Monday. I don't know all the details, but I believe her eye doctor is also located in Alma. I also know that her 98 year mom lives there and that she has been doing her best to spend time with her and help her two daughters care for her.

Donna has been a Dexter resident for a very long time, and I don't believe she has any other houses or places that she owns.

Who is it that has suggested this is a problem?

I hope to talk to Donna this week. Do you want to meet to discuss this in more detail?

Shawn

Get [Outlook for iOS](#)

From: Jamie Griffin <jgriffin@dextermi.gov>

Sent: Friday, September 16, 2022 1:25 PM

To: Shawn Keough <skeough@dextermi.gov>

Subject: Donna Fisher's eligibility for office

This message originated from outside of Wade Trim

Hi Shawn,

It has come to my attention that Donna Fisher might not be living in the City, calling into question her eligibility for Council. I reached out to Justin earlier this week to get some additional information (see below) and have also reached out to Donna (I'll forward that message), but I have not heard a response from Donna.

As I mentioned in my email to Donna, my understanding is that she was convalescing in Alma, MI for a while. At some point, however, I think one's absence from the City makes them ineligible for office. As

noted below, per Michigan Election Law, one's official residence is where one resides for the greater part of the time.

I understand Donna is not seeking re-election and that her term is almost finished; however, it is important we follow the law. If some other information, including input from our legal counsel, sheds a different light on these circumstances, I would be happy to consider it.

Thanks,
Jamie

----- Forwarded message -----

From: **Jamie Griffin** <jgriffin@dextermi.gov>
Date: Tue, Sep 13, 2022 at 10:51 AM
Subject: Re: Donna Fisher's eligibility for office
To: Justin Breyer <jbreyer@dextermi.gov>

[Quoted text hidden]



Justin Breyer <jbreyer@dextermi.gov>

Council Eligibility

Zach Michels <zmichels@dextermi.gov>

Tue, Sep 20, 2022 at 3:16 PM

To: Justin Breyer <jbreyer@dextermi.gov>, Shawn Keough <skeough@dextermi.gov>

One would presume that the three-legged test outlined for "residence" in pa 116 of 1954 would apply to eligibility.

"Residence", as used in this act, for registration and voting purposes means that place **at which a person habitually sleeps**, keeps his or her personal effects, **and** has a regular place of lodging. If a person has more than 1 residence, or if a person has a residence separate from that of his or her spouse, that place at which the person resides the greater part of the time shall be his or her official residence for the purposes of this act. This section does not affect existing judicial interpretation of the term residence.

The act does not speak of how long somebody has lived in a place, where they call home, etc.

Has anybody run this by counsel?

-zm

On Mon, Sep 19, 2022 at 5:29 PM Keough, Shawn <SKEOUGH@wadetrim.com> wrote:

Hi Zach,

I was out in the field on a construction site when I saw your email and replied earlier today, so my apologies if my response was not helpful. I was trying to be helpful, but I know I didn't type a long message, so please let me elaborate a little. You are not the first person to raise the question about Donna. Jamie inquired about it last week.

I do not live on Inverness, and I do not keep track of where Donna is any more than I do you or any other member of Council. However, I have known Donna for over 18 years. I consider her to be a good friend and we share stories with each other about a great many things. I know Donna Fisher (not Fischer, btw) has lived on Inverness in the Village/City of Dexter the entire time I have known her. She often refers to Dexter as home whenever she tells a story. I also know that she has a lot of family in Alma. Her mom lived there and is now in an assisted living facility of some type. Her mom is 98 years old and is suffering from some dementia, along with other physical challenges that aren't important to this subject. Donna is usually a calming presence for her mom when she visits. Donna also has two daughters, a son in law and grandkids in Alma. Her family is very important to her.

You will recall that Donna fell on the ice in February 2022 at 3515 Broad Street. She had immediate surgery on her hip and femur and was placed in a recovery care facility for approximately 3 months. When she was able to leave, she did additional convalesce at a location in Alma for quite a while so that her daughters and grandkids could help her during her recovery. I kept in touch with her throughout that period in 2021, but I don't recall exactly how long it lasted. A person who is recovering from an injury or operation is not in jeopardy of losing their PRE, even if they choose to recover in another location other than their primary residence. Perhaps you know this, but Donna also had improvements done to her home over the past year or so, so that it was easier for her to move around from room to room and to enter her home.

On more than one occasion, after we started having in person meetings at 3515 Broad Street, I gave Donna a ride to meetings and home from meetings when she was able to walk but not supposed to drive.

I was able to speak to Donna this afternoon. She is recovering well from her eye surgery, however, she is very disturbed by the suggestion that she is somehow doing something wrong. She mentioned that she had called you and spoke to you briefly. As I believe you know, Donna helps care for her mother and spends time with her other family

members while she is doing that. She hasn't applied for residence anywhere else, she hasn't changed her drivers license or voting record, and she keeps her things in her home in Dexter. She travels back and forth as she needs to, she maintains her property (or has help doing it), pays her taxes and she isn't renting her home on Inverness. I believe all of these factors support that she more than meets the residency requirement.

Here is a little information that you also might find helpful – it is a link to the Michigan Department of Treasury Principal Residence Exemption Guidelines.

<https://www.michigan.gov/taxes/-/media/Project/Websites/taxes/PRE-Documents/PRE-Guidelines--With-Table-of-Contents-and-Web-Links--August-30-2022.pdf>

Page 21 applies specifically to being absent due to long term illness. Here is the text from the section with examples:

RETAINING A PRINCIPAL RESIDENCE EXEMPTION WHILE AT A NURSING HOME/ASSISTED LIVING FACILITY AND CONVALESCING

63. What are the requirements for a person to retain the principal residence exemption while in a nursing home/ assisted living facility or who is convalescing?

An owner who previously occupied the property as his or her principal residence, but presently resides in a nursing home or assisted living facility or, if residing there solely for purposes of convalescence, any other location, may retain the exemption if he or she manifests an intent to return by satisfying all of the following conditions:

1. The owner continues to own the property while residing in the nursing home or assisted living facility or any other location for convalescence;
2. The owner has not established a new principal residence;
3. The owner maintains or provides for the maintenance of the property while residing in the nursing home or assisted living facility; and
4. Beginning with the 2018 tax year, the property is not leased and is not used for any business or commercial purpose. (Public Act 133 of 2018 eliminated the “is not occupied” requirement for the 2018 tax year and subsequent years.)

64. What does convalescence mean?

Convalescence is a state of recovering from a disease, operation, or injury. A convalescent may choose to be cared for at home or a relative's home rather than in a nursing home or assisted living center. For example, a person who has just had a stroke and who is recovering and rehabilitating at a relative's home is an example of a convalescent.

65. Chris moves to a nursing home in 2018. Chris is very ill and there is no way that he is returning to the property as his principal residence as a result of his illness. The property is not leased. Chris' driver's license, voter records, and vehicle records still list the subject property as his residence. Can Chris retain the principal residence exemption while in the nursing home?

Do not look at the illness and/or whether they are capable of returning to the property. So long as the owner continues to own the property, has not established a new principal residence, maintains or provides for the maintenance of the property, and the property is not leased, he or she is able to retain the principal residence exemption.

66. Chris moves to a nursing home in 2018. Since 2018, the property is unoccupied, not leased. Chris changed his driver's license, voter records and vehicle records to the nursing home. Can Chris retain the principal residence

exemption while in the nursing home?

Chris would be able to retain the principal residence exemption while in the nursing home since Chris still owns the property, he has not established a new principal residence, he maintained the property and the property was not leased or used for business or commercial purposes.

67. Chris has owned and occupied a property as his principal residence since 1962. Chris is now 80 years old and needs some assistance due to health reasons. Chris moved to and is now living in a nursing home. Chris allows his son Bob to live in the property while he is away. Bob does not pay rent. Chris continues to pay the utilities and upkeep on the property and retains his personal possessions at the property. Can Chris retain the principal residence exemption while in the nursing home for the 2021 tax year?

Yes. Chris can retain the PRE for the 2021 tax year while in the nursing home since he met the intent to return requirements listed in MCL 211.7cc(5). Specifically, while in a nursing home, Chris continued to own the property; he has not established a new principal residence; he maintained the property; and he did not lease the property or use it for business or commercial purposes. Chris can retain the principal residence exemption for future years, so long as these conditions are met.

68. Chris has owned and occupied a property as his principal residence since 1962. Chris is now 80 years old and needs some assistance due to health reasons. Chris does not want to reside in a nursing home or assisted living center. Instead, in 2021 Chris moved to, and is now living with his daughter while receiving health care. Chris allows his son Bob to live in the property while he is away. Bob does not pay rent. Chris continues to pay the utilities and upkeep on the property and retains his personal possessions at the property. Can Chris retain the principal residence exemption while he is absent for the 2021 tax year?

Yes. Chris can retain the PRE for the 2021 tax year while convalescing since he met the intent to return requirements listed in MCL 211.7cc(5). Specifically, while convalescing, Chris continued to own the property; he has not established a new principal residence; he maintained the property; and he did not lease the property or use it for business or commercial purposes. Chris can retain the principal residence exemption for future years, so long as these conditions are met.

While I haven't read the entire document, I think this information is very similar to what Donna has experienced recently.

So in summary, I do take these things very seriously and I have thought about the questions that Jamie raised last week and that you are now raising also.

Hopefully this information is helpful to you,

Shawn

From: Zach Michels <zmichels@dextermi.gov>
Sent: Monday, September 19, 2022 12:31 PM
To: Keough, Shawn <SKEOUGH@WadeTrim.com>
Cc: Shawn Keough <skeough@dextermi.gov>; Justin Breyer <jbreyer@dextermi.gov>
Subject: Re: Council Eligibility

This message originated from outside of Wade Trim

Thanks for the response, but it doesn't really help.

So, you don't know whether or not Mrs Fischer has been living in Dexter or Alma for the past year and a half?

And it sounds like you're not really curious if she has vacated her seat due to lack of residency?

(and if so, has likely also been improperly receiving a pre)

She doesn't answer any more when I call, so I'm not going to.

There are ways to establish occupancy.

If she has not been living here and has not vacated her set, it is and will be a big deal.

Thanks,

-Zm

On Mon, Sep 19, 2022 at 12:19 PM Keough, Shawn <SKEOUGH@wadetrim.com> wrote:

Hi Zach,

I agree that we need to formally excuse Paul's absences. Jamie requested this morning that a discussion item be placed on the agenda so it looks like we may be discussing it then.

I know Donna has been having eye troubles and that she had eye surgery this past week after the Council meeting. Her eye doctor is in the Alma area. I believe she also helps care for and visit her mother in that area.

Hope that helps,

Shawn

[Get Outlook for iOS](#)

From: Zach Michels <zmichels@dextermi.gov>
Sent: Monday, September 19, 2022 12:14 PM
To: Shawn Keough <skeough@dextermi.gov>; Justin Breyer <jbreyer@dextermi.gov>
Subject: Council Eligibility

This message originated from outside of Wade Trim

Good afternoon,

So, I've heard from a City resident who lives near Inverness and Grand near Mrs Fischer who says she isn't living there and likely hasn't for a year and a half.

I know when I've been over that way this summer there's not been anybody or any car there.

Have either of you heard anything or spoken with her?

I know her term is almost done, but this kind of sounds like a good deal, especially since folks know about it.

Let me know if you've got any insights or suggestions.

I've briefly looked at the Charter Section 5.05 for some guidance, but will poke around a bit more myself.

While looking at that Section, it also appears that Council should formally excuse Mr Cousin's absences, too.

Thanks,

-Zach

PAGE LEFT INTENTIONALLY BLANK



OFFICE OF THE CITY MANAGER

8123 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Mayor Keough and City Council

From: Justin Breyer, City Manager and City Clerk
Roy Townsend, Project Manager, Washtenaw County Parks and Recreation Commission

Re: Consideration of: Direction to Washtenaw County Parks Regarding Dexter-Chelsea Trail

Date: September 21, 2022

Background

Since 2018, approximately 4.0 miles of new Border to Border Trail (B2B Trail) has been completed between the City of Dexter and the City of Chelsea, along Dexter-Chelsea Road, between Freer Road and Parker Road in Lima Township. It is the goal of the Washtenaw County Parks and Recreation Commission to connect Dexter to Chelsea (7 miles), as part of the regional B2B Trail (44 miles of trail), which will ultimately connect eastern Washtenaw County/Wayne County to the Village of Stockbridge and beyond.

In 2023, the County's current plan is for the B2B Trail to be extended east along the northside of Dexter-Chelsea Road to Parker Road. This would leave the connection from Parker Road into the City of Dexter as the preferred next segment to complete, which could potentially occur in 2024.

Discussion

In March of 2020 the Washtenaw County Parks and Recreation staff, Huron-Waterloo Pathways Initiative (HWPI), and SmithGroup presented high-level concepts of how to connect the B2B into the City of Dexter from the west. The preferred alignment coming out of City Council meeting was to cross Mill Creek in the area of Forest Lawn Cemetery and the octagonal platform, where Phase I of Mill Creek Trail ends and Phase II begins. This is also the location of a gravel parking lot that is being used as trailhead parking, to serve both the Mill Creek Trail and B2B Trail. Council also provided direction to pursue the use of the Bell Road Bridge, and get cost estimates for its rehabilitation and use.

Since this project crosses multiple jurisdictions, Washtenaw County Parks and HWPI have held the contracts for engineering firms. City staff has been working with Washtenaw County Parks, HWPI, and the engineering firms as part of the project group. The initial contract with SmithGroup for the initial conceptual phase of the project was held and paid-for by HWPI. Moving into the design phase, Washtenaw County Parks solicited proposals from multiple engineering firms, and selected Stantek as the vendor to move the project forward. To-date, the cost of engineering has been fully covered by Washtenaw County Parks and HWPI.

Based on the work performed by Stantek, the bridge crossing of Mill Creek can be a traditional Corntech Prefabricated Steel bridge, like other B2B bridge crossings of the Huron River or the project could reuse the 1880's Historic Bell Road Bridge, which has been disassembled as is currently being stored for a future reuse. Stantek has provided cost estimates for both options. These cost estimates are based on the shortest route from Mill Creek to Dexter-Chelsea Road.

1. Project Cost Estimate Using Bell Road Bridge - \$1,882,000
2. Project Cost Estimate Using New Bridge - \$2,482,000

In either case, Washtenaw County Parks representatives have given verbal indication that they are willing to discuss a maintenance agreement for the bridge crossing, so that the bridge does not become the exclusive long-term maintenance responsibility of the City.

There are several possible trail alignments along Dexter-Chelsea Road to get the trail from Parker Road to Mill Creek that are being reviewed as options, however, at this time, the project group's preferred alignment is 1A or 1B, which would run either the east or west of the Knights of Columbus property. While the City owns the property to the south of the American Legion and Knights of Columbus, the Legion and KofC are located in Scio Township. Alternative alignments 2A and 2B would run closer to Mill Creek on City property for a longer stretch, and would need to be composed of boardwalk (resulting in a more expensive project).

Action Requested

At this time, the project group is seeking the following feedback from City Council:

- 1) Should the project group continue to pursue the re-use of the Bell Road Bridge (versus the new pre-fabricated bridge)?
- 2) Should the project group continue to pursue the proposed crossing location near Forest Lawn Cemetery?
- 3) Concurrence on the current preferred alignment of 1A or 1B.

STANTEC CONSULTING MICHIGAN - ENGINEER'S OPINION OF CONSTRUCTION COST



**Border to Border Trail
Dexter Connector Pathway
Preferred Pathway Route 1A
Bell Road Bridge**

Conceptual	x
Preliminary	
Final (As Bid)	

Project Number: 2075010716
 Prepared By: CW
 Checked By: MP
 Date: August 16, 2022

DESCRIPTION		QUANT.	UNIT	UNIT COST	TOTAL COST
General					
1	General Conditions/Mobilization/Permits (10% Max)	1	LS	\$135,000	\$135,000
2	Contractor Construction Layout & Staking	1	LS	\$25,000	\$25,000
3	Traffic Control & Maintenance	1	LS	\$10,000	\$10,000
4	Pedestrian Barricades	5	EA	\$250	\$1,250
5	Audio-Video Project	1	EA	\$2,500	\$2,500
6	Proposed Silt Fence/SESC	7068	LF	\$2	\$14,136
7	Soil Undercut (Special) - Allowance	500	CY	\$70	\$35,000
8	Project Clean-Up	1	LS	\$25,000	\$25,000
Pathway (3,534 LF)					
9	Clearing, Grubbing, Demolition, and Removals (Includes Sawcutting) (20ft wide)	1.6	AC	\$10,000	\$16,226
10	Earthwork and Fine Grading (includes ditching & topsoil)	3115	LF	\$25	\$77,875
11	Stormwater Improvements - Allowance	1	LS	\$10,000	\$10,000
12	10' Wide Pathway Pavement (4" Asphalt)	840	TN	\$150	\$126,000
13	Aggregate Base (6"-21AA x 12 ft wide)	4155	SY	\$12	\$49,860
14	Landscaping Restoration (5ft wide each side)	1730	SY	\$8	\$13,840
15	Stormwater BMPs (Bioswales, Rain Gardens, etc) - Allowance	1	LS	\$10,000	\$10,000
16	Amenities (Benches, Bike Racks, Garbage Cans, etc) - Allowance	1	LS	\$5,000	\$5,000
17	Concrete Sidewalk Approaches/Ramps (Includes 4" Sand Subbase) (2ea x 20'lg x 10'wide) - Allowance	400	SF	\$15	\$6,000
18	104' Bell Road Pedestrian Bridge Furnished & Installed	1	LS	\$383,200	\$383,200
19	Reinforcement, Steel, Epoxy Coated - Allowance	6500	LB	\$2	\$13,000
20	Substructure Conc - Allowance	80	CYD	\$450	\$36,000
21	Riprap, Plain - Allowance	100	SYD	\$75	\$7,500
22	Boardwalk - Allowance	315	FT	\$1,200	\$378,000
23	Pavement Markings (1 Crossing x 2 Sides x 2 Markings)	4	EA	\$500	\$2,000
24	Signage (1 crossing x 2 sides x 2 signs)	4	EA	\$500	\$2,000
25	Dexter-Chelsea Road Midblock Crossing (RRFB) - Allowance	1	LS	\$125,000	\$125,000
SUBTOTAL					\$1,510,000
EASEMENTS				LS	\$25,000
HYDRAULIC ANALYSIS				LS	\$45,000
CONSTRUCTION CONTINGENCIES*				20%	\$302,000
TOTAL ESTIMATED CONSTRUCTION COST					\$1,882,000

NOTE: The ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the CONTRACTOR's method of determining prices, or over competitive bidding or market conditions. Opinions of probable project costs and construction costs provided herein are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the prepared opinion of probable cost.

STANTEC CONSULTING MICHIGAN - ENGINEER'S OPINION OF CONSTRUCTION COST



**Border to Border Trail
Dexter Connector Pathway
Preferred Pathway Route 1A
Alternate: Contech Prefabricated Bridge**

Conceptual	x
Preliminary	
Final (As Bid)	

Project Number: 2075010716
 Prepared By: CW
 Checked By: MP
 Date: August 16, 2022

	DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL COST
General					
1	General Conditions/Mobilization/Permits (10% Max)	1	LS	\$135,000	\$135,000
2	Contractor Construction Layout & Staking	1	LS	\$25,000	\$25,000
3	Traffic Control & Maintenance	1	LS	\$10,000	\$10,000
4	Pedestrian Barricades	5	EA	\$250	\$1,250
5	Audio-Video Project	1	EA	\$2,500	\$2,500
6	Proposed Silt Fence/SESC	7068	LF	\$2	\$14,136
7	Soil Undercut (Special) - Allowance	500	CY	\$70	\$35,000
8	Project Clean-Up	1	LS	\$25,000	\$25,000
Pathway (3,534 LF)					
9	Clearing, Grubbing, Demolition, and Removals (Includes Sawcutting) (20ft wide)	1.6	AC	\$10,000	\$16,226
10	Earthwork and Fine Grading (includes ditching & topsoil)	3115	LF	\$25	\$77,875
11	Stormwater Improvements - Allowance	1	LS	\$10,000	\$10,000
12	10' Wide Pathway Pavement (4" Asphalt)	840	TN	\$150	\$126,000
13	Aggregate Base (6"-21AA x 12 ft wide)	4155	SY	\$12	\$49,860
14	Landscaping Restoration (5ft wide each side)	1730	SY	\$8	\$13,840
15	Stormwater BMPs (Bioswales, Rain Gardens, etc) - Allowance	1	LS	\$10,000	\$10,000
16	Amenities (Benches, Bike Racks, Garbage Cans, etc) - Allowance	1	LS	\$5,000	\$5,000
17	Concrete Sidewalk Approaches/Ramps (Includes 4" Sand Subbase) (2ea x 20'lg x 10'wide) - Allowance	400	SF	\$15	\$6,000
18	225' Prefabricated Pedestrian Bridge Furnished & Installed	1	LS	\$975,000	\$975,000
19	Reinforcement, Steel, Epoxy Coated - Allowance	12000	LB	\$2	\$24,000
20	Substructure Conc - Allowance	150	CYD	\$450	\$67,500
21	Riprap, Plain - Allowance	250	SYD	\$75	\$18,750
22	Boardwalk - Allowance	194	FT	\$1,200	\$232,800
23	Pavement Markings (1 Crossing x 2 Sides x 2 Markings)	4	EA	\$500	\$2,000
24	Signage (1 crossing x 2 sides x 2 signs)	4	EA	\$500	\$2,000
25	Dexter-Chelsea Road Midblock Crossing (RRFB) - Allowance	1	LS	\$125,000	\$125,000
SUBTOTAL					\$2,010,000
EASEMENTS				LS	\$25,000
HYDRAULIC ANALYSIS				LS	\$45,000
CONSTRUCTION CONTINGENCIES*				20%	\$402,000
TOTAL ESTIMATED CONSTRUCTION COST					\$2,482,000

NOTE: The ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the CONTRACTOR's method of determining prices, or over competitive bidding or market conditions. Opinions of probable project costs and construction costs provided herein are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the prepared opinion of probable cost.

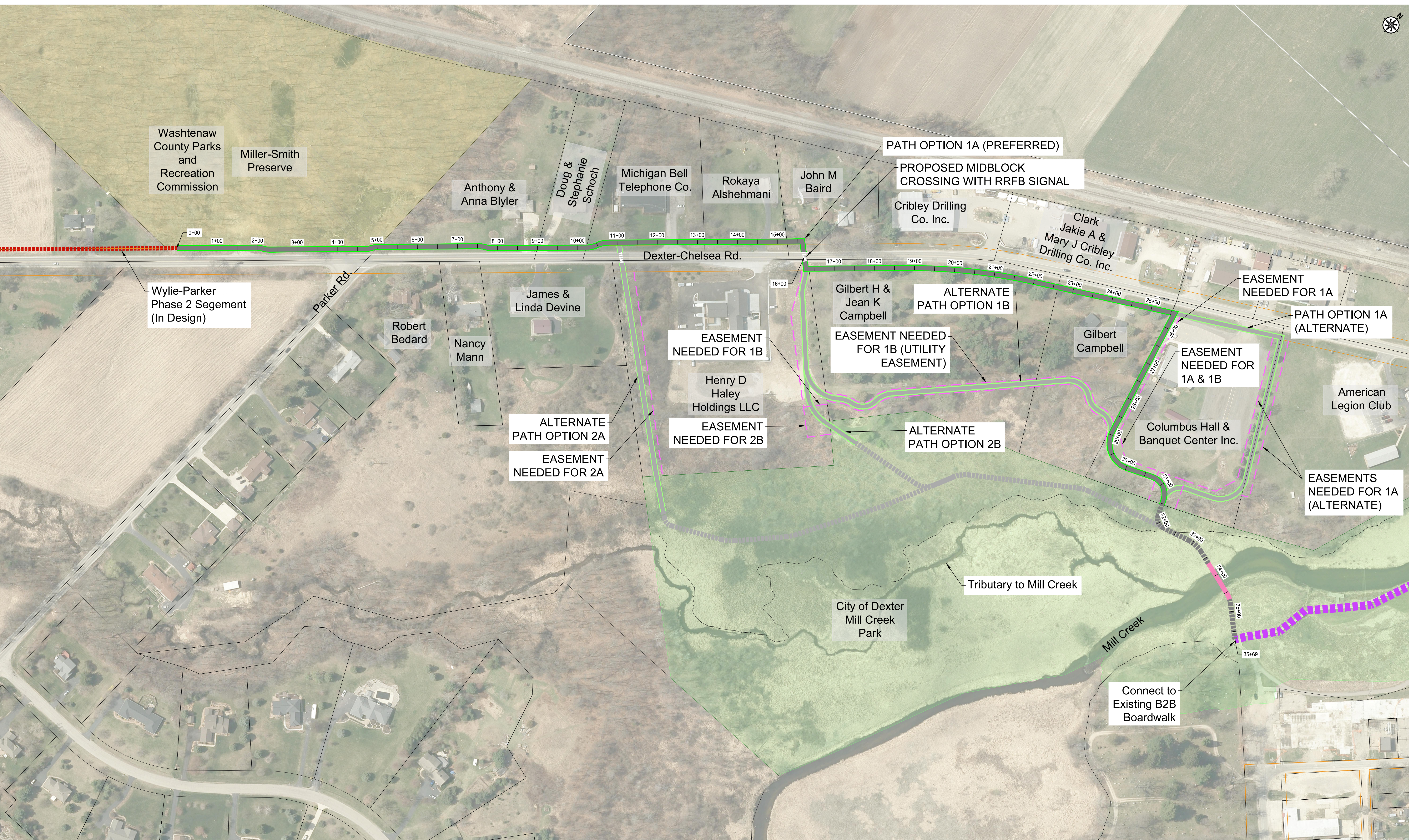
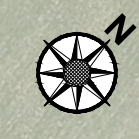


Exhibit Prepared by
 Stantec
 3754 Rancho Drive
 Ann Arbor MI 48108
 Ph: 734-761-1010

Exhibit Prepared for
Washtenaw County Parks and Recreation Commission
Miller-Smith Preserve

DEXTER CONNECTOR
Parker Road to Mill Creek Park
 Washtenaw County, Michigan
Schematic Plan

Legend

	10 foot wide proposed path		Wylie-Parker (Phase 2) Existing B2B Boardwalk
	Proposed Boardwalk		County Preserve Land
	2-ft Clear Zone		City Park Land
	Proposed Mill Creek Bridge		
	Proposed Easement		
	Right-of-Way		

GENERAL NOTES:

- All improvements to incorporate Universal Design where feasible.
- Path shall be readily accessible with no entrance fee 24/7.
- New seeding and landscaping will utilize native plants.
- Project to include interpretive signage in a variety of alternative formats.

Pathway Option 1A:

Total Greenway Length.....	3,534'
Shared Use Path Length.....	2,974'
Bridge Length.....	104'
Boardwalk Length.....	456'

Pathway Option 1A (ALTERNATE):

Total Greenway Length.....	3,745'
Shared Use Path Length.....	3,185'
Bridge Length.....	104'
Boardwalk Length.....	456'

Pathway Option 1B:

Total Greenway Length.....	3,444'
Shared Use Path Length.....	2,884'
Bridge Length.....	104'
Boardwalk Length.....	456'

Pathway Option 2A:

Total Greenway Length.....	3,460'
Shared Use Path Length.....	1,675'
Bridge Length.....	104'
Boardwalk Length.....	1,681'

Pathway Option 2B:

Total Greenway Length.....	3,301'
Shared Use Path Length.....	2,122'
Bridge Length.....	104'
Boardwalk Length.....	1,075'

Scale: 1"=100'
 Page 10 of 14

Bell Road Bridge





Contech Pre-Fabricated Bridge





PAGE LEFT INTENTIONALLY BLANK

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: Justin Breyer, City Manager and City Clerk
Marie Sherry, Finance Director/Treasurer/Assessor

Re: Consideration of: Commitment of Fund Balance to Public Safety Facilities Project

Date: September 20, 2022

Introduction

During the public safety facilities bond and millage discussions, City Council indicated a desire to commit a total of \$1,000,000 towards the proposed project, including the balance of FY 2021-22 fund balance.

To-date, City Council has committed \$188,840.92 in previous fund balance towards the fire station project. City Council has committed \$300,000 towards "Fire Department Capital Costs."

At the close of FY 2021-22, the City had \$508,856.38 in revenue over expense in the General Fund.

\$188,840.92 (Fire Station)
+\$300,000.00 (Fire Department Capital Costs)
+\$508,856.38 (FY 21-22 added to fund balance)
= \$997,697.30

A commitment of fund balance towards a project or item can be performed through a standard motion and majority vote of Council. A commitment of Council can only be undone by another vote of Council.

Action Requested

City Council is asked to consider the commitment of \$1,000,000 in General Fund fund balance towards the public safety facilities project, incorporating the allocation of previously committed amounts of \$188,840.92 and \$300,000.

PAGE LEFT INTENTIONALLY BLANK

Agenda: 9/26/22

Item: M-5

STAFF MEMORANDUM

To: Mayor Keough and City Council
Justin Breyer, City Manager

From: Michelle Aniol, Community Development Manager

RE: 3045 Broad Street Redevelopment Project Pre-Development Agreement with Common Sail Development Group

The DDA considered the draft 3045 Broad Street Pre-Development Agreement with Common Sail Development Group, at its meeting on September 15th and voted unanimously to authorize Chairman Finn to execute the agreement, on behalf of the DDA, and recommended approval of the Pre-Development Agreement to City Council.

In summary, the pre-development agreement does the following:

- Identifies the five parcels of land that comprise the 3045 Broad Street Redevelopment project area, including what is commonly known as 3045 Broad Street, vacant Broad Street parcel, 8077-8087 Forest Street, and 8090 Grand Street (08-08-06-280-001, 08-08-06-280-026, 08-08-06-280-024, 08-08-06-280-025, 08-08-06-280-002).
- Establishes City goals for the redevelopment of the five parcel that make up the 3045 Broad Street Redevelopment Project.
- Identifies the CSDG Development Team.
- Provides the Developer with an exclusive six (6) month Option Period in which undertake what's commonly referred to as "due diligence" activities and requires the submittal of a sum of \$25,000.00 (i.e., Option Price) by the Developer, for that exclusive right.
- Prescribes remedies in the event of default or termination of the Agreement.
- Guarantees one four-month extension of the Option Period, provided the Developer is making active, good faith progress. In the event the Developer requests a second extension, the Option Price becomes non-refundable.
- Outlines the activities to be undertaken by Developers and City/DDA, during the Option Period.
- Prescribes a 60-day Negotiation Period during which the City/DDA and Developer could come to terms on a purchase price for the property.
- Outlines the steps the Developer must take after the Option and Negotiation periods, including site plan or PUD review.

Suggested Motion

Motion to accept the recommendation of the DDA and to authorize Mayor Keough to execute the 3045 Broad Street Pre-Development Agreement with the Dexter DDA and Common Sail Development Group.

Thank you.

CITY OF DEXTER
DOWNTOWN REDEVELOPMENT OPPORTUNITY
PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2022 (the “Effective Date”), by the City of Dexter, a Michigan municipal corporation (the “City”); the Dexter Downtown Development Authority, a Michigan municipal corporation (the “DDA”); and Common Sail Development Group, a Michigan corporation, on behalf of an entity to be formed, (the “Developer”). (The City, DDA, and Developer shall be known singularly as a “Party” or together as the “Parties.”) The date on which the last of the three Parties executes this Agreement shall be inserted above as the “Effective Date.”

Recitals

- A. The City and DDA own five parcels of land equaling approximately three acres, including what is commonly known as 3045 Broad Street, vacant Broad Street parcel, 8077-8087 Forest Street, and 8090 Grand Street (08-08-06-280-001, 08-08-06-280-026, 08-08-06-280-024, 08-08-06-280-025, 08-08-06-280-002)(the “Property”).
- B. The City desires that the Property be redeveloped to meet several goals, including:
- provide a residential environment to add diversity in housing options within the City, recognizing that a viable, healthy residential market is of primary importance to the overall health and vitality of the community;
 - preserve and strengthen the existing character of the downtown area as an historic, pedestrian-scaled community, with traditional site and architectural designs which create an aesthetically memorable place containing vibrant streetscapes and community spaces;
 - expand the downtown core in a manner that supports and encourages walkability, and adds mixed-use, high-density residential uses within close proximity to the downtown (the “Project”).
- C. The Developer is interested in pursuing a Project on the Property, and has presented the City with its qualifications and has introduced its team to the City, including but not limited to Kreiger Klatt and Associates, architecture team member; Rich and Associates, parking design team member; Grissim Metz, landscape architecture team member; PM Environmental, environmental and tax increment financing team member; and a civil engineering team member.
- D. To pursue the potential development of the Property with the Project, the City, DDA, and the Developer agree to enter in to this Agreement.

Agreement

In consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City, the DDA, and Developer agree as follows:

1. Exclusive Option to Pursue the Project: For a term of six (6) months after the Effective Date (the "Option Period"), the Developer shall have the exclusive right and ability to pursue the Project and the Property, and undertake the Project evaluation outlined below in Section 3 (the "Option"). During the Option Period (as it may be extended), the City and DDA agree that they shall not solicit for contracts, enter into any contracts, or negotiate for any contracts with any person or entity for any development or improvements on the Property. In consideration for the Option, the Developer shall remit to the City the sum of Twenty-Five Thousand and 0/100 Dollars (\$25,000.00) on the Effective Date ("the Option Price"). (A) In the event that the City and Developer may enter into a purchase agreement, the Developer shall receive a credit for the Option Price against the final sale price of the Property. (B) In the event that this Agreement is terminated on a default by the Developer, which is not cured within the cure period set forth in Section 9 of the Agreement, the Option Price shall be forfeited to the City as liquidated damages. (C) In the event that this Agreement is terminated by mutual agreement ("Mutual Agreement") or the Developer exercises its option to terminate prior to the expiration of the Option Period, the City shall return the Option Price to the Developer, less the City's actual out-of-pocket costs, which shall be provided to Developer, related solely to this Agreement and its requirements, including, but not limited to, engineering fees and professional fees, but in no event shall the Developer owe to the City an amount greater than the Option Price. (D) In the event that this Agreement is terminated on a default by the City, which is not cured within the cure period set forth in Section 9 of the Agreement of the City, the Option Price shall be returned to the Developer in its entirety.
2. Option Period Extension. In the event Developer is making active, good faith progress towards obtaining conceptual plans, studies, and proforma(s) and needs to extend the Option Period, City and DDA agree to grant an additional four (4) month extension period, from the end of the original Option Period (the "Extension"). If the City and DDA believe, applying commercially reasonable standards, that Developer is not making active, good faith progress on advancing the Project, City and DDA may reject a request to extend the Option Period. Upon the Developer's request for additional time beyond the Extension, the City and DDA may grant such a request in their sole discretion, but the Deposit will become non-refundable if any further extension is granted.
3. Developer Investigation During Option Period: During the Option Period, the Developer shall undertake its investigations, all at its sole cost and expense, of the Property and the Project, including but not limited to:

- a). such physical inspection or studies of the Property so as to allow Developer to determine the feasibility of conceptual development plan(s).
 - b). review current pro forma and financial feasibility of all aspects of its proposed Project.
 - c). prepare and provide to the City a schematic development plan(s)(the Concept Plan).
 - d). prepare preliminary financial pro forma(s) for the construction of the buildings and site depicted in the Concept Plan, which pro formas would indicate all financing sources (private and public), estimated construction costs, other development costs, and a tentative land value for the Property.
 - e). determine the land conveyance approach and treatment of 8087 and 8077 Forest Street and 3045 Broad Street
 - f). determine the appropriate land conveyance mechanism for all City or DDA-owned parcels.
 - g). determine the optimal approach of utility configuration, including, but not limited to electrical and stormwater management
 - h). engage various state agencies, including EGLE and MEDC to understand wetland considerations, brownfield TIF, and state financial support
 - i). conduct environmental testing on the site to determine remediation costs and scope of work.
4. City and DDA Activities during Option Period. During the Option Period, the City and DDA shall:
- a) undertake such studies as it determines are necessary to determine the current capacities of the infrastructure supporting the Project site and what infrastructure would be required to support the Concept Plan. The City and DDA (as prepared) shall provide copies of any such studies to the Developer.
 - b) use good faith efforts to assist Developer in exploring options for public financing for the Project, including but not limited to tax increment financing or brownfield financing for the Project. The City and DDA shall use good faith efforts to procure meetings, as appropriate, between representatives of the Developer, the City, the DDA, the County of Washtenaw, the Planning Commission of Dexter, the Washtenaw Brownfield Redevelopment Authority (WC BRA), Michigan Economic Development Corporation (MEDC), Michigan State Land Bank Authority, and Michigan Department of Environmental, Great Lakes and Energy (EGLE).

- c) as soon as practicable, provide to Developer all environmental and geotechnical information regarding the Property that is known to the City and DDA. If, during the term of this Agreement, environmental or geotechnical information regarding the Property becomes available to the City or the DDA, it shall likewise be provided to Developer.
 - d) The City and DDA shall appoint a mutually agreed upon single point-of-contact for communications between the Parties required under this Agreement, and the Developer shall also appoint a single point-of-contact for communications between the Parties required under this Agreement.
5. Negotiation Periods: At the earlier of the: (a) conclusion of the Option Period; or (b) upon Developer's written notice to the City and DDA that the Developer would like to move forward with the Project, the Developer, the City, and the DDA shall share with each other their respective studies (if not previously provided), and shall enter into a sixty (60) day period of negotiations (the "Negotiation Period") during which time the Parties shall determine if the Concept Plan is generally acceptable and is feasible from the standpoint of each of the Parties. If any of the Parties is not satisfied with the Concept Plan, the Project, or the feasibility of either, in their sole discretion, they shall notify the other Parties, they shall share with each other their respective studies (if not previously provided), this Agreement shall terminate, the Deposit shall be returned as if by Mutual Agreement, and the Parties shall have no further obligations to each other, except as stated in this Agreement. The Parties expressly understand that being not satisfied with the Concept Plan or Project is not a default.

If each of the Parties is satisfied, they may negotiate a purchase agreement for the Property with the City and DDA.

During the Negotiation Period, the City and DDA agree that they shall not solicit for contracts, enter into any contracts, or negotiate for any contracts with any person or entity for any development or improvements on the Property.

6. Process After Option and Negotiation Period. If the Parties enter into a purchase agreement, Developer shall then proceed under the City's ordinances and regulations for approval of a real estate development project. This would typically require a complete application to the City, public review of the proposed project, and if appropriate, approval by the City for the proposed project. The Parties expressly understand that nothing about this Agreement or any purchase agreement which the Parties enter indicates that the Developer will receive all City or other governmental approvals required to develop the Concept Plan or Project, and the City and DDA expressly do not represent that Developer will be successful in

obtaining City, DDA, or other governmental approvals required to develop the Concept Plan or Project.

7. Mutual Covenants: The City, the DDA, and Developer covenant and agree as follows:
 - a). None of the Parties shall unreasonably withhold its participation during the Option Period, as it may be extended, and from preparation of the development plan(s), and all Parties shall use good faith efforts in all of their respective obligations.
 - b). In the course of implementing the activities above, issues may arise which are outside the scope of this Agreement but which require resolution in order to proceed with successful development of the Property. Whenever such issue(s) is identified by any Party, the City, DDA, and Developer mutually agree to enter into good faith negotiations for the purpose of resolving said issue(s), which may include amending this Agreement.
 - c). The Parties understand that this Agreement does not require the City to use its power of eminent domain; and the City does not anticipate using such power for the development of the Property.
 - d). The City and DDA make no representation or warranty that even if the Parties reach a consensus on the Concept Plan(s), that such Concept Plan(s), or any proposed development of the Property, will be approved by the City or the DDA, and the City and DDA explicitly reserve the right to reject the Concept Plan(s) (or any proposed development of the Property), for any reason or no reason at all (notwithstanding that such rejection must comply with all otherwise applicable legal standards).
 - e). Neither the Developer, nor any architect or any other professional consultant retained by Developer, shall have any copyright, trademark, or other proprietary interest in the Concept Plan(s), or any other site plan, layout, or design materials created as part of the evaluation of the Property and Project;
8. Access to Property: During the term of this Agreement, Developer shall have the right for itself, its agents, employees, licenses and contractors (i) to enter upon any portion of the Property with persons, equipment and material to make any and all inspections, surveys, test borings and other site investigations as it may deem appropriate, and (ii) to discuss the Property and the Project with governmental and other appropriate agencies as it may deem appropriate in order to determine any use to which the Property, or any part thereof, may feasibly be put. The Developer will provide liability insurance (including the amount) acceptable to the City and DDA in connection with its conduct of activities described in clause (i) above, shall name the City and DDA as additional insureds on such insurance, and will provide evidence of such insurance prior to entry upon

the Property. Upon conclusion of any investigations or in the event of termination of this Agreement, the Developer shall return the Property to its original condition. The Developer shall not allow any liens to be recorded against the Property based on any contractors or consultants it retained to work on the Property or the Project, and shall immediately act to have any such liens discharged. Furthermore, Developer shall defend, hold harmless, and indemnify the City and DDA from and against any and all claims or damages which the City or DDA suffer or incur (including costs such as reasonable attorney's fees) as a result from Developer's investigation of the Property (unless caused by the negligence of the City or DDA). This indemnification obligation shall survive the termination of the Agreement.

9. Default and Remedies: The Parties recognize that this Agreement does not transfer an interest in the Property, but in the event of default, except as otherwise stated in this Agreement, each Party shall be limited to the remedies provided below. If either Party is in default of performing the responsibilities set forth above, which default is not cured upon notice (a) within a reasonable time for the circumstances creating the default, but in no event more than forty-five (45) days after notice is given or as otherwise agreed to by the Parties, then the non-defaulting Party shall have the right to terminate this Agreement, and the Parties shall have no further obligations to each other, except for those stated in Sections 1, 8, and 15, which survive the termination of the Agreement
10. Broker: The City and DDA represent and warrant to the Developer that they have employed no broker in connection with this Agreement, or any purchase and sale to be consummated pursuant to this Agreement, and the City and DDA shall defend, indemnify and hold the Developer harmless from and against any claim by real estate agent or broker in connection with or arising out of any acts or agreements of the City or the DDA. The Developer represents and warrants to the City and the DDA that it has employed no broker in connection with this Agreement or any purchase and sale to be consummated pursuant to this Agreement, and Developer shall defend, indemnify and hold the City and DDA harmless from any claim by real estate agent or broker retained by the Developer, or claiming through or under the Developer.

11. Notices: All notices sent pursuant to this Agreement shall be sent by certified mail, return receipt requested. Notices shall be deemed given on the date deposited with the United States Postal Service with proper address and postage fully prepaid. Notice as required under this agreement shall be:

If the City and/or DDA, to:

City of Dexter
Attention: Michelle Aniol
Community Development Manager
8123 Main Street, 2nd Floor
Dexter, MI 48130

If the Developer, to:

Common Sail Development Group
Attn: Eric Tuomey
7927 Nemco Way, Suite 200
Brighton, MI 48116

12. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however that the Developer cannot assign its rights in this Agreement to any other entity without the prior approval of the City and DDA.
13. Agreement: This Agreement constitutes the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged in to this Agreement and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the Parties.
14. Counterparts: This Agreement may be executed in counterparts, each of which is an original document and all of which together constitute but one and the same document.
15. Violations of Agreement: In any dispute over this Agreement or its terms, the prevailing Party shall be entitled to reimbursement of the costs it incurred in enforcing the Agreement or its terms, including reasonable attorneys' fees, from the non-prevailing Party. The obligations contained in this Section shall survive the termination of the Agreement.

DEVELOPER:

Common Sail Development Group

KEVIN DENOYER

By: _____

Its: Authorized Representative

CITY:

This Agreement was approved by the Dexter City Council, and the Mayor and Clerk were authorized to sign this Agreement on the day of _____, 2022, and was signed by the Mayor and Clerk on the ___ day of _____, 2022.

CITY OF DEXTER

Mayor

Clerk

**City of Dexter Downtown
Development Authority**

Chairperson

EXHIBIT A
Property Descriptions

3045 Broad Street (08-08-06-280-001)

ALL OF LOTS 1, 2, 3, & 4, BLK 25, ORIGINAL PLAT VILLAGE OF DEXTER, ALONG WITH ADJACENT VACATED ALLEY DESCRIBED AS, BEG AT S COR LOT 1, TH NWLY ALONG SW BNDRY OF LOTS 1 & 2 TO W COR LOT 2, TH SWLY 24.75 FT TO N COR LOT 4, TH SELY ALONG NE BNDRY OF LOTS 4 & 3, TH NELY 24.75 FT TO POB; EXC BEG AT S COR OF LOT 1, TH N 47 W 99 FT, TH N 43 E 70 FT, TH S 47 E 99 FT, TH S 43 W 70 FT TO POB. PT NE 1/4 SEC 6, T2S-R5E.

Vacant Broad Street (08-08-06-280-026)

THE SOUTH 70.00 FEET OF LOT 1, BLOCK 25 ALSO DESC AS; BEG AT SE COR LOT 1, BLK 25, TH N 47-34-31 W 99.00 FT TO THE SW COR LOT 1, TH N 42-25-29 E 70.00 FT IN THE W'LY LINE OF LOT 1, TH S 47-34-31 E 99.00 FT TO THE E'LY LINE OF LOT 1, TH S 42-25-29 W 70.00 FT IN THE E'LY LINE OF LOT 1 TO THE POB. PART OF LOT 1 BLK 25 ORIGINAL PLAT.

8077 Forest Street (08-08-06-280-024)

BEG AT SE COR OF LOT 4, TH N 43 DEG E 198 FT TO NE COR OF LOT 4, TH N 47- 59 W 49.50 FT, TH S 42-23 W 55.64 FT, TH S 47-59 E 13.70 FT, TH S 42-23 W 142.36 FT, TH S 47-59 E 35.8 FT TO POB, BEING PART OF LOT 4, BLK 24 ORIGINAL PLAT

8087 Forest Street (08-08-06-280-025)

BEG AT NW COR OF LOT 4, TH S 47-59 E 49.50 FT, TH S 42-23 W 55.64 FT, TH S 47-59 E 13.70 FT, TH S 42- 23 W 142.36 FT, TH N 47-59 W 63.20 FT, TH N 42-23 E 198.00 FT TO POB, BEING PART OF LOT 4, BLK 24 ORIGINAL PLAT, VILLAGE OF DEXTER.

8090 Grand Street (08-08-06-280-002)

NW'LY 66 FT OF LOT 8, BLK 24, ORIGINAL PLAT, VILLAGE OF DEXTER. PT NW 1/4 SEC 6, T2S-R5E. .30 AC.

Memorandum

To: Mayor Keough and City Council

From: Josh Tanghe, Assistant to the City Manager

Re: Consideration of: Setting a Public Hearing for 8050 Main St. Lease Ordinance for October 24, 2022

Date: September 21, 2022

Background

The agreement with Hotel Hickman for their lease of 8050 Main St. is set to expire in October of 2022. Typically, staff will prepare a new two-year lease agreement, which City Council would be asked to consider.

Following City Council's last conversation on the matter, staff first contacted Jeff Evans of Swisher Commercial to ask about market conditions for rental properties downtown. Mr. Evans indicated that typical rents for commercial space are roughly \$16 to \$22 per sq. ft. per year. The building occupied by Hotel Hickman is approximately 576 sqft. At that rate, the market value for rent would fall between \$768 to \$1056 a month.

Staff then met with Scott Thomas to discuss the lease agreement. Based on the nature of the information provided to staff, staff will provide a verbal update to City Council.

Hotel Hickman's current rent is \$685 per month or \$8,220 per year. While the figure is open for Council discussion, due to the limited size of the building and the historic condition, staff would propose a gradual increase to \$700 starting in November 2022, then \$725 in November 2023. The current lease expires November 12, 2022.

The lease is established by ordinance, and the current lease expires on November 12, 2022. As a result, staff recommends setting a public hearing for the lease ordinance for the October 24, 2022 regular City Council meeting. A copy of the ordinance is attached for consideration.

Action Requested

City Council is asked to consider setting a public hearing on October 24, 2022 for an Ordinance Leasing Property Located at 8050 Main St. to Hotel Hickman for a Period of Two Years.

Previously Provided Information

At the request of Council member Griffin, staff has reached out to long time Dexter residents and employees to get more background information regarding what has occupied the property (below will be in order of oldest to newest to the best recollection of those assisting in piecing together property history):

- Trading Post
- Post Office
- Senator Copeland (Purchased)
- Women's Group (Given by Senator Copeland)
- Library (Created by Women's Group)
- Village of Dexter Council Chambers (the 70s)
- Washtenaw County Sheriff's Substation
- Cookie Momster (intentional misspelling)
- Laura's
- Jake's Place
- Hotel Hickman

I want to thank Jim Smith, Carol Jones, and Marie Sherry for assisting in piecing together the history of the property. I have attached additional information from Carol to this memo.

CITY OF DEXTER
ORDINANCE # 2022 - XX
AN ORDINANCE LEASING PROPERTY LOCATED AT
8050 MAIN ST. TO HOTEL HICKMAN FOR A PERIOD OF TWO YEARS

At a regular meeting of the City Council of the City of Dexter, County of Washtenaw, State of Michigan, held on the ___ day of October, 2022, 7:00 PM Eastern Time at 3515 Broad St., Dexter, MI 48130.

PRESENT:

ABSENT:

The following Ordinance was offered by Member _____ and supported by Member _____:

The City of Dexter Ordains:

That the City of Dexter does hereby lease property located at 8050 Main to Hotel Hickman for a period of two years (November 12, 2022 to November 12, 2024).

The lease shall require monthly payments totaling \$8,400 in year 1 and \$8,700 in year 2. All other terms shall be as established by the lease agreement approved by City Council on October 24, 2022.

This Ordinance shall take effect upon publication as required by Section 15.12 of the City of Dexter Charter.

Roll Call Vote:

YEAS:

NAYS:

ABSENT:

ORDINANCE DECLARED ADOPTED THIS ___ DAY OF OCTOBER, 2022.

Shawn W. Keough, Mayor

CERTIFICATION

I, Justin Breyer, City Clerk for the City of Dexter, State of Michigan, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted at a regular meeting of the City of Dexter City Council held on Monday, October ___, 2022.

Justin Breyer, City Clerk

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, 2022~~0~~ and ending on November 12, 2024~~2~~.
4. RENT. Tenant agrees to pay Landlord \$8,~~400~~~~220~~ as rent, payable at the rate of \$~~700~~~~685~~ per month, commencing the month of December 2022~~0~~. Tenant agrees to pay Landlord \$8,700 as rent, payable at the rate of \$725 per month, commencing the month of December 2023. 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, [should the Landlord desire](#) 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 tenable 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

Justin Breyer
City Manager

TENANT

Scott Thomas
Hotel Hickman Wild West Adventures

PAGE LEFT INTENTIONALLY BLANK

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: Justin Breyer, City Manager and City Clerk
Josh Tanghe, Assistant to the City Manager

Re: Discussion of: Fire Station Design & Millage Informational Publication(s)

Date: September 21, 2022

Fire Station Design

The last meeting of the fire station project group was originally planned for Friday, September 16th, but David Gassen of Partners in Architecture needed the weekend to put together the sketches needed to discuss the 8140 Main St. concept, so the meeting was rescheduled for Tuesday, September 20th to accommodate everyone's schedules. During this meeting, the group looked at layouts and designs for both proposed locations - 8140 Main St. and the MAV property on Dexter Ann Arbor Road. The discussions went into detail on items such as materials, elevator access, and temporary housing for DAFD. David Gassen is now working on final draft renderings, floor plans, and costs for distribution on Thursday, September 22nd. Staff will share this information as soon as it is received.

8140 Main St. Design

During the September 20th meeting, the following was shared regarding the 8140 Main St. design:

- 3 levels – park level, Main St. level, and Alpine St. level
- It is possible to add an elevator – it can be added as a line item in the budget
- New parking and primary entrance would be added at Alpine St.
- Contingency for 8140 Main St. would be greater than MAV due to the nature of renovating old buildings.
- Move/management/temporary facility costs discussion
 - Could upgrade the Park level first to accommodate a temporary living area. You could add a temporary roof structure in the Mill Creek Park parking lot to cover parked vehicles.
 - Would prefer temporary removal of public parking in Park during construction.
 - Could the City allow a temporary construction-type trailer inside of the lower bays for living facilities?
 - Full renovation of barn at 3515 Broad St. with larger pull-through doors?

Questions from **Chief Armstrong** with answers by **David Gassen** prior to the September 20th meeting:

Will the 2nd story have a raised roof to provide taller ceiling space? Yes, the second level will have a more traditional or expected ceiling height for office environments 9'+

Where/what is the parking count? Parking will be limited and is not yet worked out but would be in the range of 6-8 at the Ground level to the sides of the Bays and 8-10 new spaces on Alpine Street. The Park parking would be reorganized to also possibly increase parking at that Level for the Sheriff.

What is the length of the existing bays (especially when we get the equipment off the back wall (moved to the west end). The columns between bays in the current building are crumbling - any thought of rebuilding them 2-3 closer to Main St? Existing Bays are approximately 41' deep. We did look at an approach to extend the bays forward toward Main St instead of towards the Park to increase the depth. Existing conditions for repair and/ or reconstruction will be looked at in more detail should this option be selected to move forward.

What is the apron length in front of the new bays - distance from garage door to Main St curb? Approximately 56', this new section could also be shifted back into the Park increasing the depth to the curb.

Do we maintain a shower in the decon area? Good catch, yes we will indicate.

What is support (storage, mechanical) space? Yes, EMS, IT, Elec, Custodial.

How does office area and fitness space (sf) compare to MAV? Same in area, but Fitness on the second level does not have great opportunity for outdoor access and workout area.

Will there be an elevator? Not anticipated if we can avoid the requirement which I think we do. But, it is always a good practice to provide optional accessibility when possible. (This was discussed further at the meeting, and staff shared that an elevator would likely be a desired public feature)

How much FD space is in the basement? Will it be conditioned and rough finished so it can be storage space until a future need is identified? One Bay and Storage at approximately 1800SF. Mech Area will also be in the FD general area but not part of the 1800SF.

Will the Sheriff have indoor parking space in basement or is it all office area? What is their parking situation at the park level (will additional spaces be created? Could possibly include 2 indoor spaces, but it is anticipated that parking will be outside and that area reorganized to potentially increase from what it is now

What are the dimensions of the mezzanine that is still shown? 50' x 12'

Will there be any mechanical equipment located in the Mezz area? Minor if any.

Will the decon, laundry, PPE areas have enhanced air exchange (separate system to turn over the air more frequently than the admin/FF living areas)? YES

It would seem that capturing the mezzanine space, even if only accessed by a straight fixed ladder with removable railing section) would be a reasonably inexpensive long-term storage area. Bulk supplies, training props, seasonal items could all be hoisted up for storage with no expectation of regular trips up/down. The other mezzanine could have more of a stairway set up that would be for more routine storage. We can do that, it could be in the range of 75' x 15'

Apparatus - Engine, Aerial, 2 tankers, Squad (pickup truck), trailer with gator and an ambulance. Thanks

RE: west side RR - is there a shower in the decon room AND a wand/wet shower in the RR? 2 showering areas? YES

What is EW in the decon room? Eye Wash, we would also discuss possibly including in the Work Area.

Any thought of switching the RR and the extractor to place the RR in a separate compartment but with good adjacency to the Decon room? The entrance door can be from the laundry space and not necessary from the apparatus bay. Great idea, we can work that out.

On the living area space - if needed, we could reduce locker count down to 25-26 from the 30 shown (are these 24x24 lockers?) Yes, 24 x 24

Would swapping the RR compartments with 3 of the dorm rooms be an "equal" trade? This would reduce the trip from the locker room to the RR compartments. We can do that.

Is one of the 4 RR/Showers shown on the living side fully accessible? The Office side RR is accessible. The others could be as well but typically if push comes to shove the FF RR's are not required to be "Accessible".

MAV Design

From *David Gassen* regarding the transition from three longer bays to six shorter bays:

We did the comparison in area and determined the difference in area is approximately 110SF larger for the 6 Bay concept. Although the 6 Bay concept is larger it is anticipated that the 3 Bay concept will be similar in cost or more depending on the roof framing approach with a longer span from front to back. Based on the above and stated preference and operational benefits we have proceeded with the 6 Bay concept.

The front of the building would retain the brick/mortar look, and if necessary, less costly materials could be used on the rear of the building.

Bond/Millage Request Informational Piece and Public Meeting

Informational Piece

During the September 12, 2022 City Council meeting, Council discussed the design of the building and information that Council would like distributed to Dexter residents. Using the examples provided in the Sept. 12 packet, staff created a front-and-back flyer with updated information that can be distributed with information covering the proposal language, what the bond is proposed to accomplish, and a brief history of the DAFD.

Staff shared the draft flyer with City Attorney Munzel for review and feedback. A copy of the Michigan Campaign Finance Act MCL 169.206 is attached for Council's reference. City Attorney Munzel indicated that a majority of the flyer was appropriate, but suggested that words such as "improved," "remedied," or "adequate" be removed and replaced with less judgmental words.

Further, staff has added a history of the Village/City millage rate. The informational flyer is attached to this memo for Council member review.

Ballot Proposal Public Information Meeting

Based on requests from Council Member Griffin and Mayor Keough to host a public information session regarding the ballot proposal, staff contacted the Dexter District Library and reserved Tuesday, October 11th from 6:15 – 8:45pm for a City Council Work Session/Public Information Session. This was the only date the week of October 10th that the Library had available. City Council should discuss whether this date is appropriate and what information City Council would like prepared in advance.

Due to Justin Breyer's role as City Manager and City Clerk, he will need to remain neutral regarding the ballot proposal and will not be able to provide any opinions on the matter. As a result, an informational session is likely best led by City Council, Chief Armstrong, and David Gassen of Partners in Architecture.

Information from September 12, 2022 City Council Meeting

Fire Station Design

During the August 22, 2022 City Council meeting, City Council considered a proposal from Partners in Architecture for Pre-Bond Design Study Fire Station Options. City Council opted to approve a portion of the proposal for an amount not to exceed \$20,000 to allow staff and the architect to immediately proceed with design work so that information could be presented at the September 26th Council meeting, aligning with the issuance of absentee ballots for the November 2022 Election.

Following City Council approval, staff worked with Partners in Architecture to set-up three stakeholder meetings involving City staff, Partners in Architecture representatives, DAFD Chief Doug Armstrong, and Council Member Sanam Arab. The dates of the meetings were/are: August 30th, September 6th, and September 16th. The understanding emerging from the last Council meeting was that the group is to prepare a set of site plans, floor plans, cost estimates, and 3D renderings of the possible options for the use of the MAV site and 8140 Main St. Such options would include having Fire/Sheriff at MAV or 8140, or move fire to MAV and remodel 8140 Main St. for the Sheriff's Office. Options would need to be at or below an all-in total project cost of \$9,400,000 (including contingency).

The initial meeting on August 30th involved introductions between PIA staff and Chief Armstrong and a discussion regarding operational needs of the building; building flow; and a comparison of expectations for the building compared to prior designs that have been provided by Partners in Architecture. City staff also shared information relating to the proposed millage and cost expectations. The group discussed possible opportunities for reductions in square footage.

Chief Armstrong also shared the following feedback:

8140 Main St:

1. A ladder truck will not make the swing out of the bay, would have to be 100% out of the bay to turn-40'+ - we had significant trouble trying to turn trucks around in the existing front parking lot at the station - we tore up the asphalt turning sharply and really stressed the suspension of the trucks and this led to expensive maintenance to the point we discontinued and choose

instead to block traffic and back in from the road (leading to many very close calls with impatient motorists). The angles required to turn the ladder/tanker truck in and out of the proposed new apparatus bays will generate the same issues

2. Not comfortable the potential to respond emergency vehicles through a public parking lot (from lower level)-Due to the heavy use of the park, it is a big risk
3. I have been reading and talking to colleagues and it appears that hose towers are not utilized. It appears most departments use heated hose drying cabinets. We do not have any high-rise buildings in Dexter and would probably not use the stairs for training - deleting the tower would seem to be a cost-saving opportunity.

MAVD Site:

1. The parking needs to be shifted - need more on fire/police side-10 spots aren't enough for 3-5 FFs on duty, a chief, Fire Marshal, and PD to have a shift change (move spaces from the west side of the building - the POC side)
2. Delete Training/Event entrance
3. Same comment about deleting the training tower
4. Eliminate any doors that connect PD to FD-safety risk-if PD has a violent visitor, they then have access to FD.
5. Can eliminate access to lockers from admin side - would prefer to separate the admin/public space from the FF living space by locking doors
6. Laundry next to dorms is not a good idea, someone will always run laundry late and disturb the FF sleeping in that dorm
7. The ideal location for living space and sleeping space is closest to the exit side of the apparatus bay - a consideration would be moving the dayroom/kitchen and bedrooms up to the front and move the admin entrance to the side/back of the station - something like flipping the sleeping rooms and locker/bath room, putting the day room/kitchen in where Admin is and moving admin into the training room space with the main entrance from the side - fitness/patio areas could stay off the back (close to the locker space) and limiting visitors/admin from accessing the FF living quarters
8. Additional: It would be good to see the comparison of 6 single pull-through bays to 3 full length double bays from a sf/cost standpoint; training room can be deleted or planned as a future addition (since this could be a "public space" it would be best to have it in its own space with entrance and parking nearby for "events"); without a hose tower, we will need a space for a couple large rolling hose racks)

In response to the feedback provided at the August 30th meeting, David Gassen prepared hand sketched floor plans for discussion and presentation at the September 6, 2022 meeting. These sketches are attached to this memo. Although these sketches are more geared towards the MAV site, Mr. Gassen is aware that we will be looking to have floor plans and site renderings of 8140 Main St. as well. Mr. Gassen indicated that the revised floor plans could achieve a square footage reduction of 4,100 – 4,500 sqft., which would put the building in-line with budget expectations. Mr. Gassen also indicated that he would be providing renderings showing the Sheriff's Office with a similar (~25%) reduction in square footage.

Mr. Gassen indicated that building reductions are generally accounted for in:

- Bay size manipulation
- Deferring Training Room and support spaces
- Right sizing the PPE
- Decontamination SF reduction
- Dorm reconfiguration to sleep only

- Locker / Restroom approach with separate individual restrooms
- Office modifications

Millage Information Publication

During the August 22, 2022 meeting, City Council discussed how to present information about the November Election public safety millage proposal. Generally, City Council liked what was submitted by Council Member Hubbard from Green Oak Township. Staff has used Green Oak Township's informational flyer as a template for presentation at City Council's September 12, 2022 meeting. However, staff also found other millage proposal informational flyers/handouts/one-pagers, which are attached for City Council's review.

Please note that any information published by the City of Dexter must be unbiased and cannot contain the words "vote for". However, the publication can include something to the effect of "Vote on November 8, 2022."

To provide information on the millage proposal, staff can:

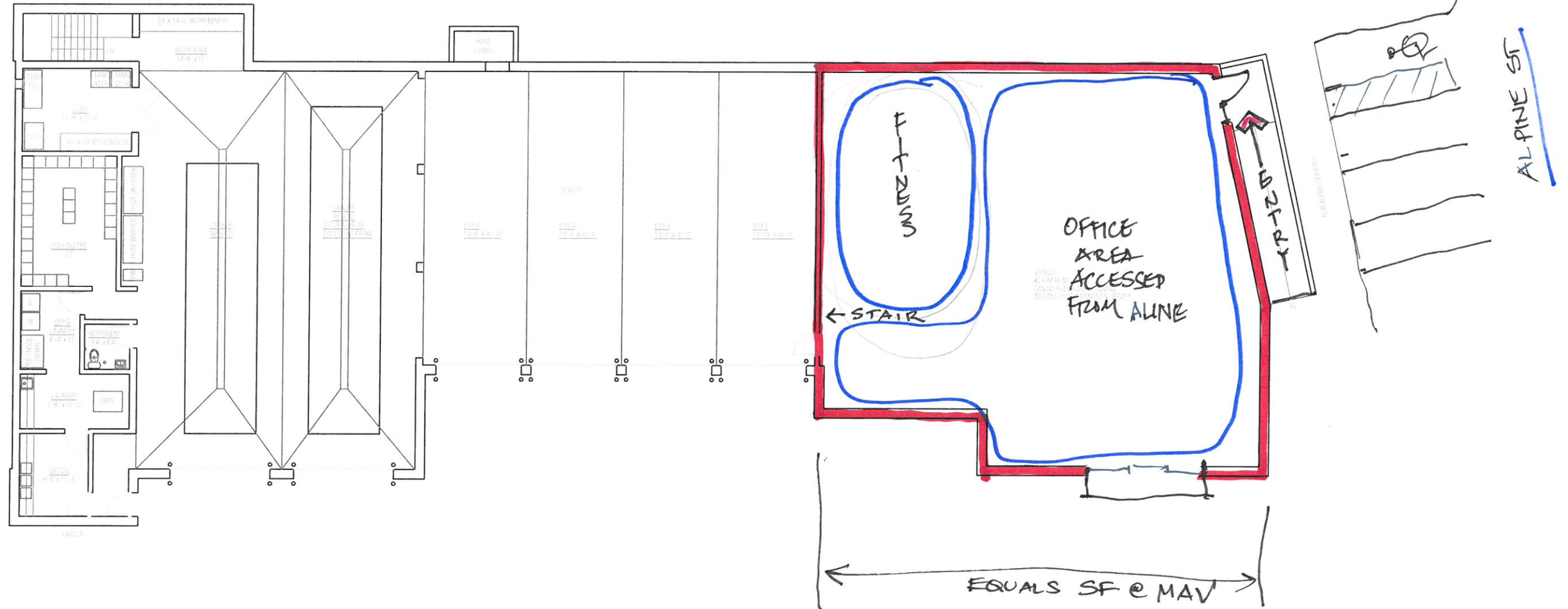
- Create a page on the website containing unbiased information (as we receive it)
 - Issue an E-Mail Update and Facebook post directing residents to the website
- Release an edition of the City's Newsletter containing the same information.
- Have a handout or one-pager containing the same information available at the City Offices.

Fire Station Design

8140 Main St.

Red box = Alpine St. Level
Main St. Level Below
Park Level = bottom level

Elevator could be added as line item in the budget. It is possible to add.



UPPER FLOOR @
ALPINE ST

Contingency is going to be more at 8140 Main St.

Site differences

Move/Management costs

Temporary facility costs

Upgrade Park-level 1st for temporary living area & minimal apparatus?

Temporary roof structure in park perpendicular to existing bays?

Temporary construction-type trailer for living inside of bay?

Renovate 3515 Barn?

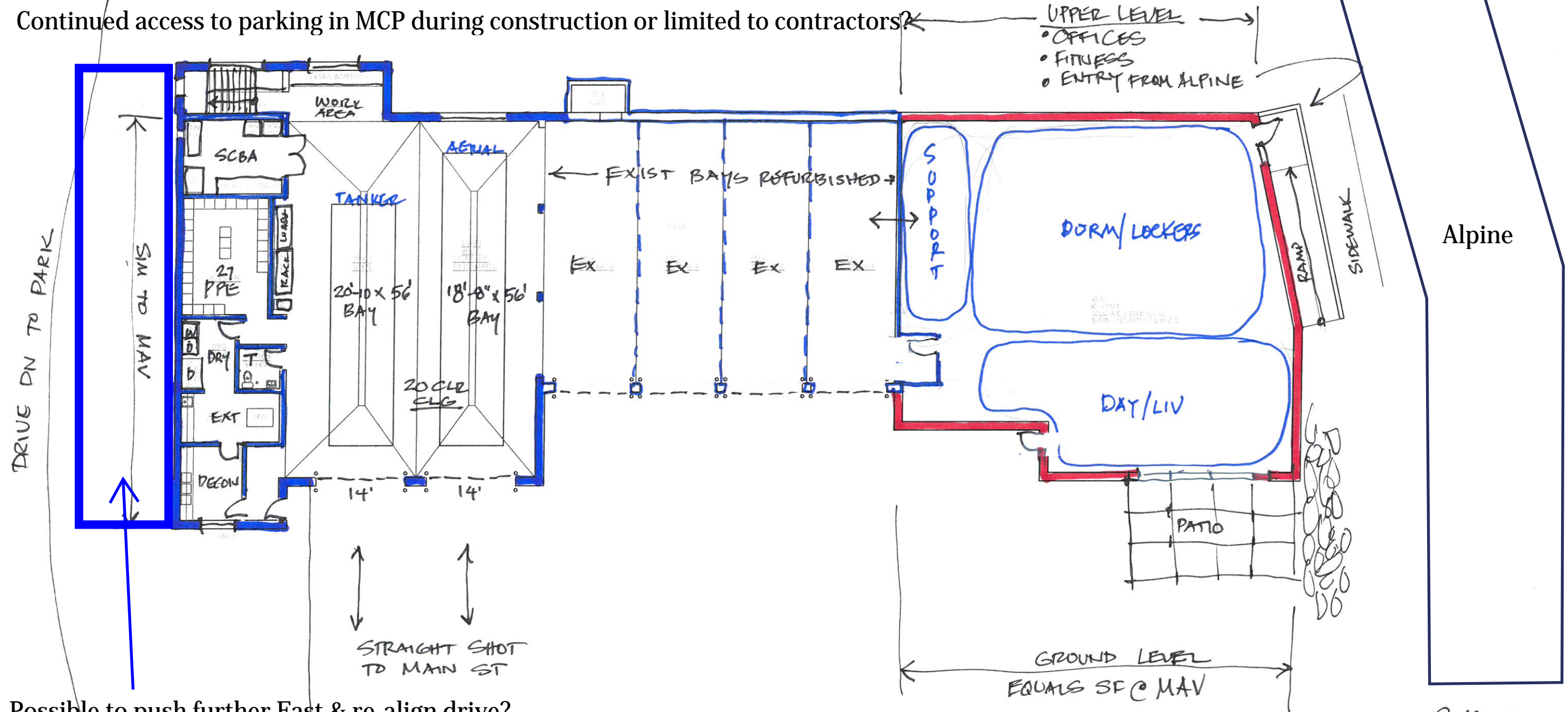
Continued access to parking in MCP during construction or limited to contractors?

Top floor height increases significantly

Door enters/exits off Alpine - Primary entrance

New sidewalk & parking on Alpine

Red = ~3,200 sqft

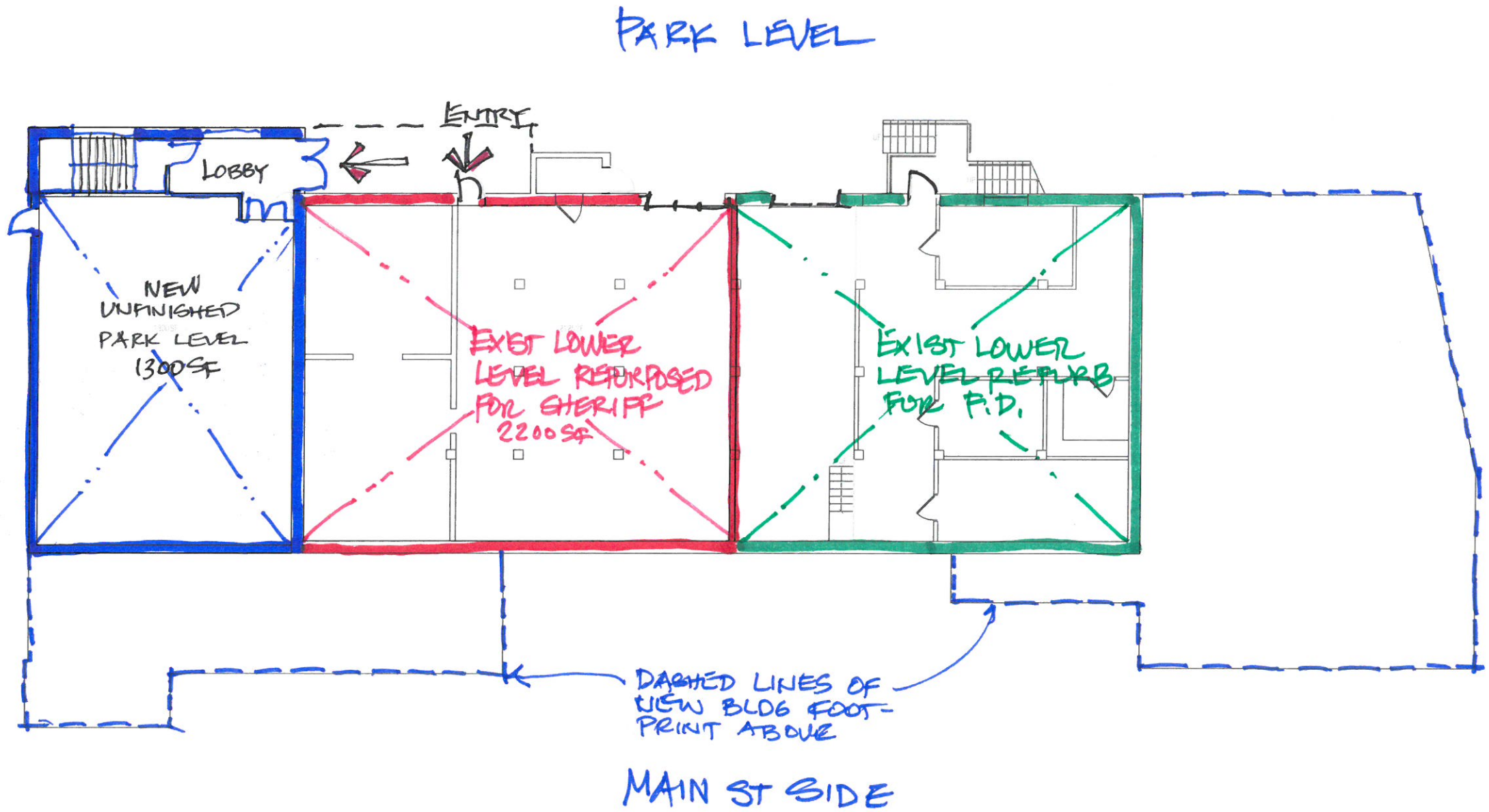


Possible to push further East & re-align drive?

GROUND FLR
MAIN ST SIDE

9-19-22
DB

Scheme may push into park a little bit
Addition of footings for dashed blue.
"White box" or exposed foundation walls for "new/unfinished" areas



9-19-22
DB

THIS PINK AREA WAS PREVIOUSLY PROPOSED BUT NOT ERASED

HIGH BAY NEW SINGLE ABOVE GROUND ADDITION RAW UNFINISHED SPACE BELOW @ PARK LEVEL

RED BOXED AREA IS EXIST SHERIFF REMOVED FOR NEW HIGH BAY ADD

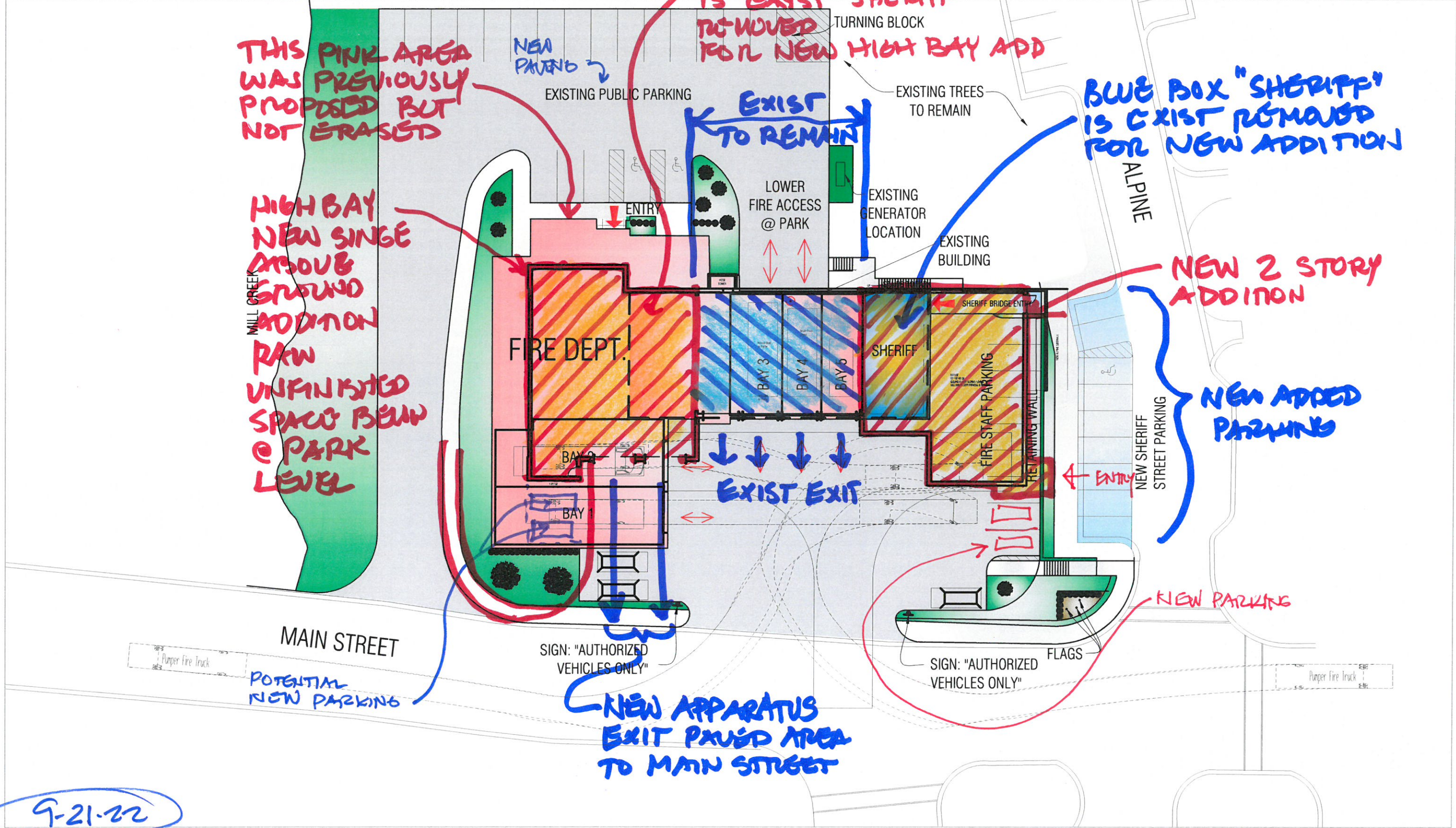
BLUE BOX "SHERIFF" IS EXIST REMOVED FOR NEW ADDITION

NEW 2 STORY ADDITION

NEW ADDED PARKING

NEW PARKING

NEW APPARATUS EXIT PAVED AREA TO MAIN STREET



9-21-22



Fire Station Design

MAV Property

Sloping floor, not deleted

1348 SF

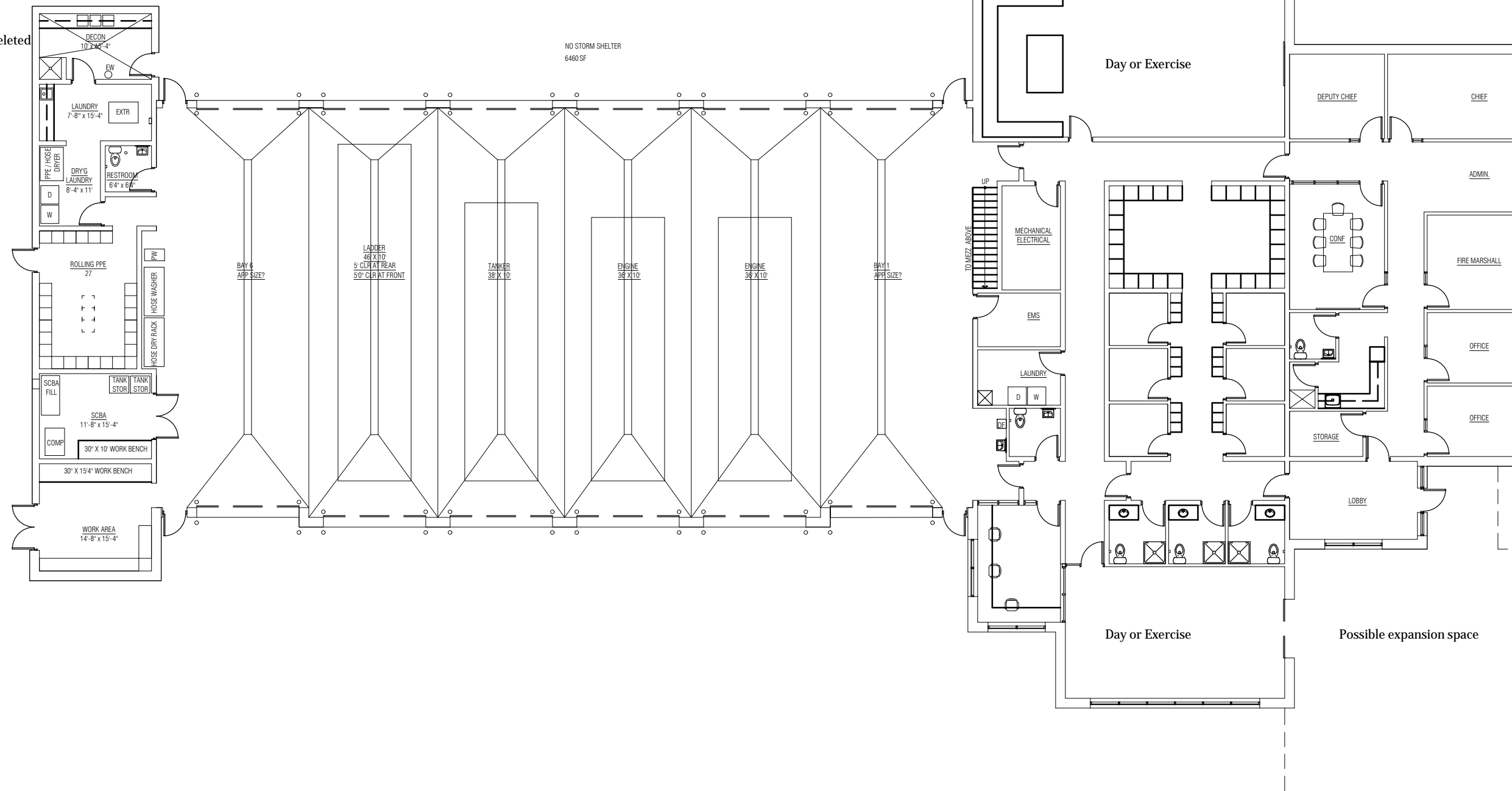
NO STORM SHELTER
6460 SF

Possible expansion space

Day or Exercise

6412 SF 14,214 SF

Office locations subject to being re-arranged



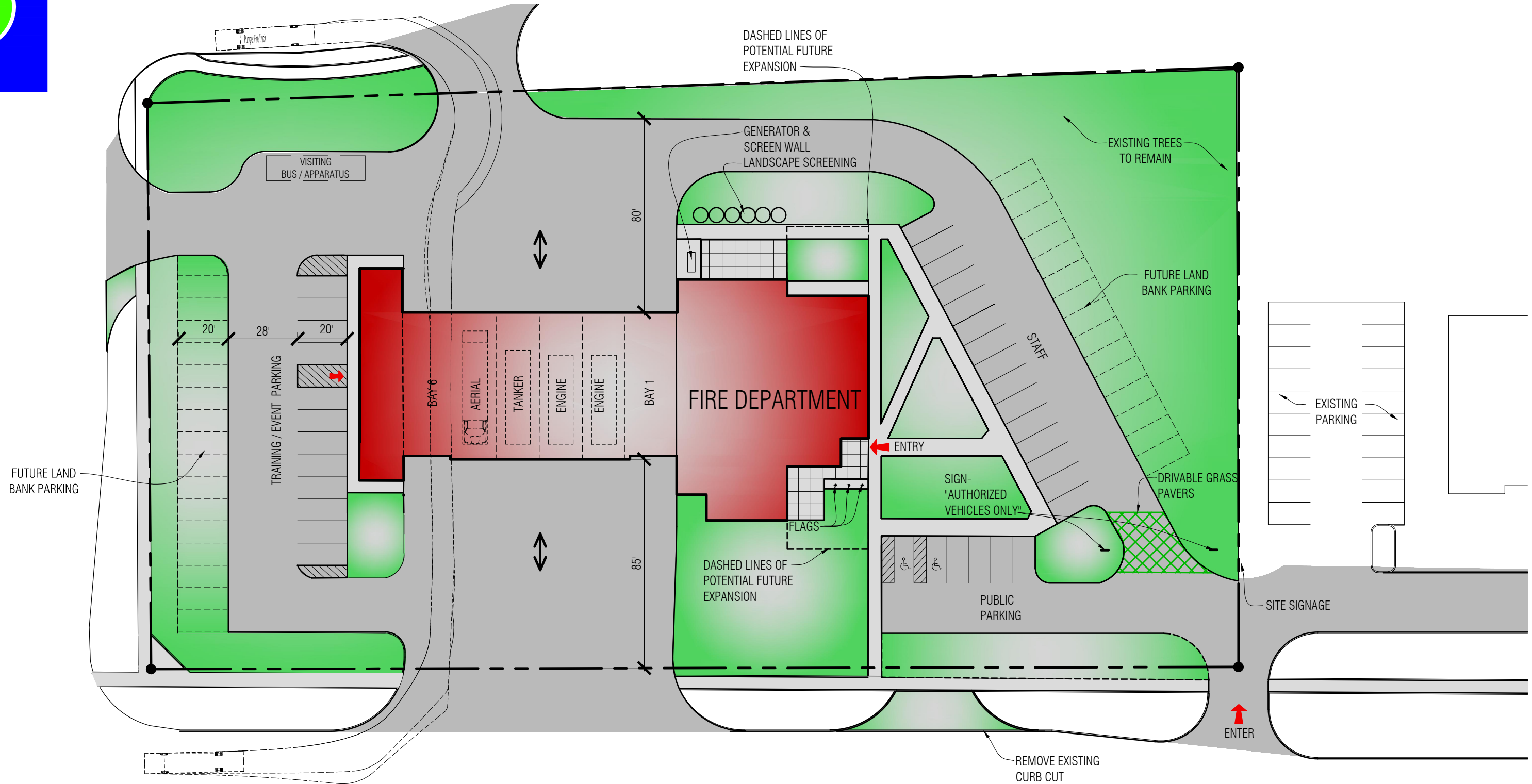
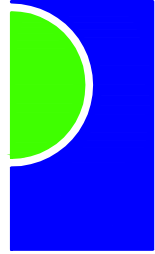
CITY OF DEXTER FIRE STATION

SEPTEMBER 19, 2022 PROJECT NUMBER 22-142

FIRST FLOOR REDUCTIONS

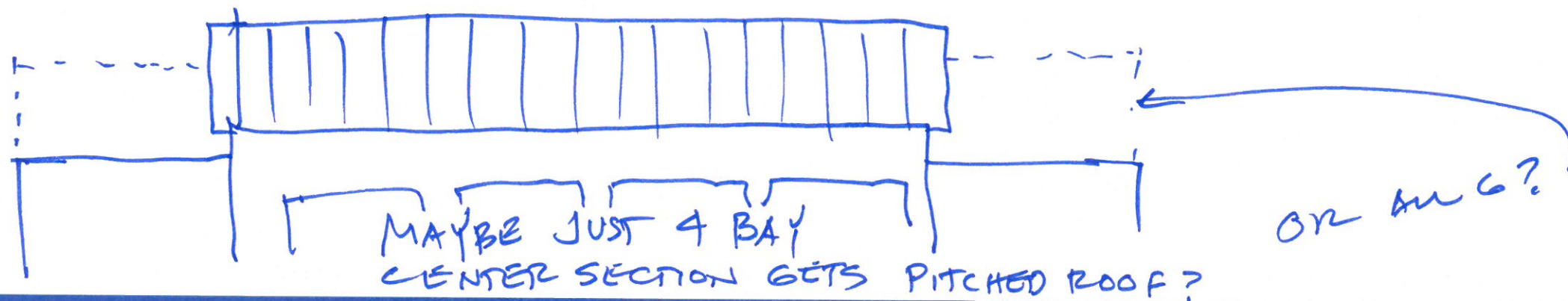
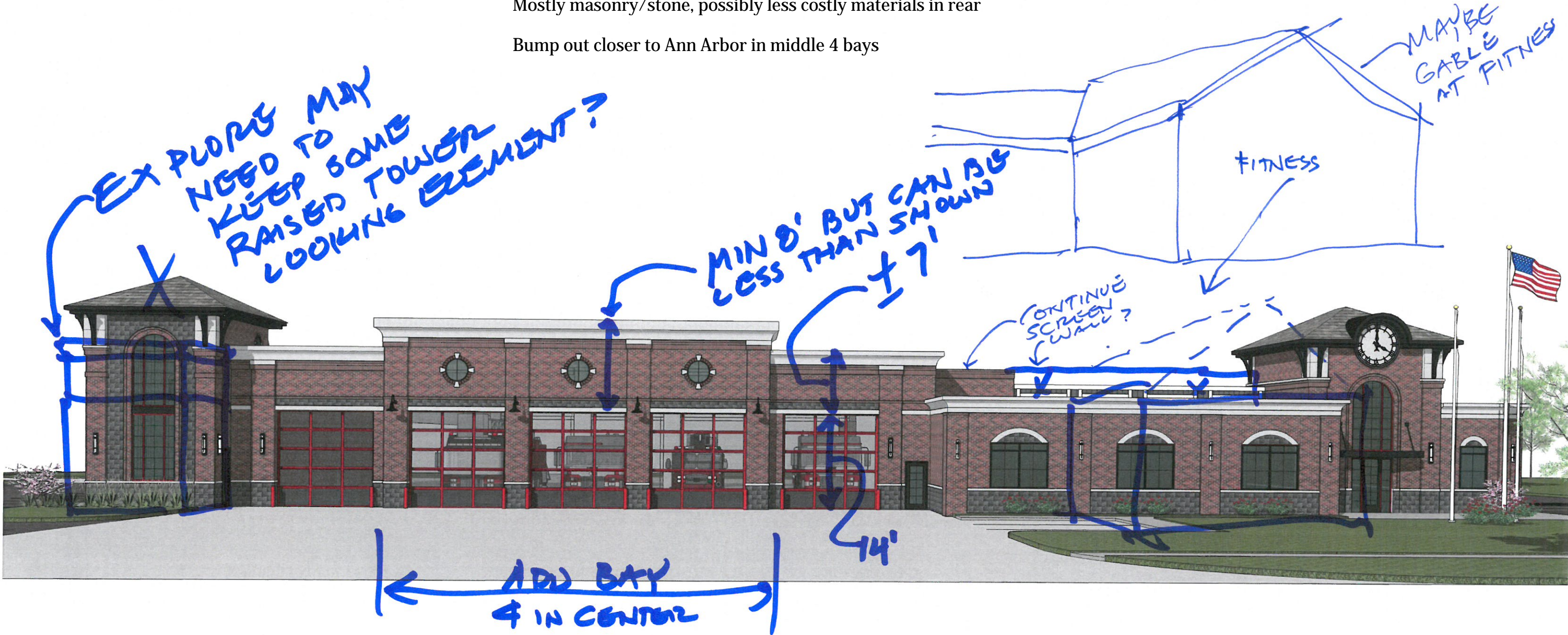
SCALE: 1/16" = 1'-0"

Dexter, MI



Mostly masonry/stone, possibly less costly materials in rear

Bump out closer to Ann Arbor in middle 4 bays



Fire Station

General Information

PUBLIC SAFETY FACILITIES BOND MILLAGE INFORMATION

— Vote November 8th —

WHY IT IS ON THE BALLOT?

After extensive discussions, the Dexter City Council has voted to place a Public Safety Facilities Bond Millage on the November 8th ballot. The purpose of the millage is to construct/renovate modern public safety facilities that would meet current fire standards as well as provide better facilities for our firefighters and sheriff's deputies. After 65 years in operations, the older fire station and sheriff's substation at 8140 Main Street no longer meet the standards of a modern fire/police station that is tasked with serving the Dexter Area Fire Department (DAFD) service area of Dexter City, Webster Township, and Dexter Township and areas served by the Washtenaw County Sheriff's Office (WCSO).

WHAT WILL THE BALLOT QUESTION LOOK LIKE?

Shall the City of Dexter, County of Washtenaw, Michigan, borrow the principal sum of not to exceed Eight Million Four Hundred Twenty-Three Thousand Eight Hundred Ninety Dollars (\$8,423,890) and issue its general obligation unlimited tax bonds, payable over a period not to exceed twenty (20) years from date of issuance, for the purpose of paying the cost of acquiring, designing, renovating and/or constructing public safety facilities in the City, which facilities may be used by the Dexter Area Fire Department and the Washtenaw County Sheriff's Office, including: site acquisition; design; related site improvements; and furnishing and equipping the facilities, including all appurtenances and attachments thereto? The estimated millage to be levied in 2023 is 2 mills (\$2 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2 mills (\$2 per \$1,000 of taxable value).

WHAT WOULD THE BOND ISSUANCE DO FOR FIRE?

- Improve operational capacity of the DAFD out of the Dexter City fire facility
- Expand apparatus bay to meet modern standards including vehicle clearance
- Allow for larger firefighting vehicles
- Provide space for maintenance and preparedness equipment activities
- Provide space for fire gear maintenance, decontamination and hose storage
- Provide code-compliant dorm area for firefighters
- Create office space for record-keeping and office staff



HISTORY

The building currently occupied by the Dexter Area Fire Department (DAFD) and Washtenaw County Sheriff's Office is located at 8140 Main St., Dexter, MI 48130. This approximately 10,000 sq. ft. facility was constructed in 1957 for use by the Village of Dexter, including the Village's fire department and department of public works. The Village's police department occupied a different building downtown.

The DAFD was formed in 1985 via an interlocal agreement consisting of the City of Dexter, Dexter Township, and Webster Township. When the Dexter Area Fire Department was formed, it took over the assets of the Village of Dexter fire department, including occupying the facility located at 8140 Main St.

For more information, please contact the City Clerk at (734) 426-8303 or visit www.dextermi.gov

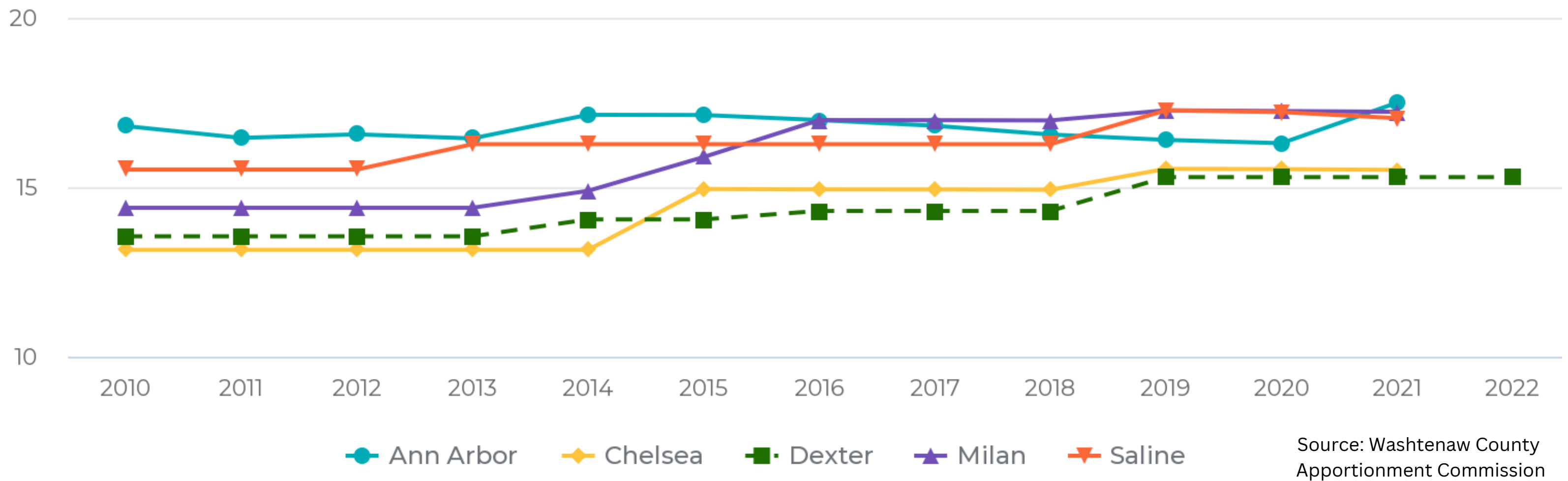
City of Dexter

PUBLIC SAFETY FACILITIES

BOND MILLAGE INFORMATION

— Vote November 8th —

Washtenaw County City Millages



Millage Rate Components	City of Dexter Millage Rates (mils)												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Operating	10.6601	10.6688	10.6688	10.6688	10.6182	10.6182	10.8987	10.8987	10.8987	10.8987	10.8987	10.8987	10.8987
Roads	2.8961	2.8874	2.8874	2.8874	3.438	3.438	3.4075	3.4075	3.4075	4.4075	4.4075	4.4075	4.4075

CURRENT PUBLIC SAFETY SERVICES

Today, 65 years after the current main station was opened, the Dexter Area Fire Department responds to approximately 1500 calls per year. The Dexter Area Fire Department also operates out of three stations, with one station in each jurisdiction - City of Dexter, Dexter Township, and Webster Township. The following pieces of equipment typically operate out of the main station:

The DAFD employs a full-time chief and two assistant chiefs, as well as a fire inspector (captain) and an administrative assistant as its administrative staff. The DAFD also employs 12 full-time firefighters (not including the fire chief) and approximately 12 paid-on-call firefighters.

The Dexter Area Fire Department provides 24-hour coverage of the City of Dexter, Dexter Township, and Webster Township, an area of 85 square miles with a population of over 25,000 people. The Washtenaw County Sheriff's Office provides 24-hour coverage of policing services to several communities within Washtenaw County, including the City of Dexter.

Per the DAFD interlocal agreement and the contract with the Washtenaw County Sheriff's Office, the City is to provide facilities for these entities.

WHAT DOES 2 MILS LOOK LIKE?

On August 8, 2022, the Dexter City Council voted to place a request to the voters for 2 mils, which would equate to roughly \$8.4 million for the construction/renovation of the public safety facilities.

For a house in the City of Dexter with a market value of \$200,000, 2 mils would be roughly \$200 per year. This millage would be levied for 20 years to pay off the bond, which would also be paid off over the course of 20 years.

Additionally, the Dexter City Council has voted to allocate an additional \$1 million from the City's General Fund balance to help fund the construction.

WHAT WOULD THE BOND ISSUANCE DO FOR POLICE?

- Larger office space for expansion in the future
- Increased in-office privacy to allow for law enforcement operations and security for sensitive information
- Toilet and locker room facilities
- Secure firearm and equipment storage
- Separate functionality of squad room, break room, and secondary egress path
- Increased storage space for files and evidence and office/maintenance supplies
- Space for communications and server equipment

For more information, please contact the City Clerk at (734) 426-8303
or visit www.dextermi.gov

MICHIGAN CAMPAIGN FINANCE ACT (EXCERPT)
Act 388 of 1976

169.206 "Expenditure" defined.

Sec. 6. (1) "Expenditure" means a payment, donation, loan, or promise of payment of money or anything of ascertainable monetary value for goods, materials, services, or facilities in assistance of, or in opposition to, the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party. Expenditure includes, but is not limited to, any of the following:

(a) A contribution or a transfer of anything of ascertainable monetary value for purposes of influencing the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party.

(b) Except as provided in subsection (2)(f) or (g), an expenditure for voter registration or get-out-the-vote activities made by a person who sponsors or finances the activity or who is identified by name with the activity.

(c) Except as provided in subsection (2)(f) or (g), an expenditure made for poll watchers, challengers, distribution of election day literature, canvassing of voters to get out the vote, or transporting voters to the polls.

(d) Except as provided in subsection (2)(c), the cost of establishing and administering a payroll deduction plan to collect and deliver a contribution to a committee.

(2) Expenditure does not include any of the following:

(a) An expenditure for communication by a person with the person's paid members or shareholders and those individuals who can be solicited for contributions to a separate segregated fund under section 55.

(b) An expenditure for communication on a subject or issue if the communication does not support or oppose a ballot question or candidate by name or clear inference.

(c) An expenditure for the establishment or administration of, or solicitation, collection, or transfer of contributions to, a separate segregated fund, or for mailing or shipping of an item or prize purchased under section 55(8), if that expenditure was made by a connected organization of that separate segregated fund as authorized under section 55.

(d) An expenditure by a broadcasting station, newspaper, magazine, or other periodical or publication for a news story, commentary, or editorial in support of or opposition to a candidate for elective office or a ballot question in the regular course of publication or broadcasting.

(e) An offer or tender of an expenditure if expressly and unconditionally rejected or returned.

(f) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities made by an organization that is exempt from federal income tax under section 501(c)(3) of the internal revenue code, 26 USC 501, or any successor statute.

(g) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities performed under chapter XXIII of the Michigan election law, 1954 PA 116, MCL 168.491 to 168.523a, by the secretary of state and other registration officials who are identified by name with the activity.

(h) An expenditure by a state central committee of a political party or a person controlled by a state central committee of a political party for the construction, purchase, or renovation of 1 or more office facilities in Ingham County if the facility is not constructed, purchased, or renovated for the purpose of influencing the election of a candidate in a particular election. Items excluded from the definition of expenditure under this subdivision include expenditures approved in Federal Election Commission advisory opinions 1993-9, 2001-1, and 2001-12 as allowable expenditures under the federal election campaign act of 1971, 52 USC 30101 to 30146, and regulations promulgated under that act, regardless of whether those advisory opinions have been superseded.

(i) Except only for the purposes of section 57, an expenditure to or for a federal candidate or a federal committee.

(j) Except only for the purposes of section 47, an expenditure for a communication if the communication does not in express terms advocate the election or defeat of a clearly identified candidate so as to restrict the application of this act to communications containing express words of advocacy of election or defeat, such as "vote for", "elect", "support", "cast your ballot for", "Smith for governor", "vote against", "defeat", or "reject".

History: 1976, Act 388, Imd. Eff. Dec. 30, 1976;—Am. 1989, Act 95, Imd. Eff. June 21, 1989;—Am. 1994, Act 117, Eff. Apr. 1, 1995;—Am. 1995, Act 264, Eff. Mar. 28, 1996;—Am. 2003, Act 69, Imd. Eff. July 22, 2003;—Am. 2012, Act 31, Imd. Eff. Feb. 28, 2012;—Am. 2012, Act 273, Eff. Dec. 30, 2012;—Am. 2013, Act 252, Imd. Eff. Dec. 27, 2013;—Am. 2015, Act 269, Imd. Eff. Jan. 6, 2016;—Am. 2017, Act 119, Imd. Eff. Sept. 20, 2017;—Am. 2018, Act 607, Imd. Eff. Dec. 28, 2018;—Am. 2019, Act 93, Imd. Eff. Oct. 10, 2019.

Compiler's note: Section 2 of Act 264 of 1995 provides:

"If any portion of this amendatory act or the application of this amendatory act to any person or circumstance is found to be invalid by a court, the invalidity does not affect the remaining portions or applications of this amendatory act that can be given effect without the invalid portion or application, if those remaining portions are not determined by the court to be inoperable. To this end, this amendatory act is declared to be severable."

Enacting section 1 of Act 31 of 2012 provides:

"Enacting section 1. It is the policy of this state that a public body shall maintain strict neutrality in each election and that a public body or a person acting on behalf of a public body shall not attempt to influence the outcome of an election held in the state. If there is a perceived ambiguity in the interpretation of section 57, that section shall be construed to best effectuate the policy of strict neutrality by a public body in an election."