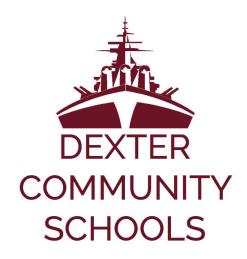
# BOARD OF EDUCATION MEETING PACKET

**February 26, 2024** 

7:00pm

**Bates Boardroom** 



Our Vision:

Champion Learning -

Develop, Educate, and Inspire!



BOARD OF EDUCATION MEETING MONDAY, FEBRUARY 26, 2024 – 7:00 P.M. BATES BOARDROOM 2704 BAKER RD. DEXTER MI 48130 734-424-4100

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is time for public participation during the meeting as indicated in the agenda below. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

#### MEETING AGENDA

- A. CALL TO ORDER
  - 1. Roll Call
- **B. MEETING MINUTES** (2/5/2024)
- C. APPROVAL OF AGENDA
- D. SCHOOL PRESENTATIONS
  - 1. Shining Star
  - 2. Dexter Dance Team Recognition
- E. <u>PUBLIC PARTICIPATION</u> (up to ~30 minutes/max 5 per person)

#### F. ADMINISTRATIVE & BOARD UPDATES

- 1. Superintendent
  - a. Solar Project
  - b. Bond Work Update
  - c. Schools of Choice reminder
  - d. KG/Y5 reminder
- 2. Board President
- 3. Student Representatives
- G. CONSENT ITEMS
  - 1. Personnel Retirements
  - 2. January Budget Report

#### H. ACTION ITEMS – none planned

#### I. DISCUSSION ITEMS

- Letter of Intent for Purchase of the Dexter Wellness Center and Equipment
- 2. Letter of Intent for Purchase of a Newly Constructed Dexter Senior Center
- 3. Resolution for the Purchase of the Dexter Wellness Center and a Newly Constructed Dexter Senior Center
- **J.** PUBLIC PARTICIPATION (up to ~15 minutes/max 3 per person)
- K. BOARD COMMENTS

#### L. INFORMATION ITEMS

- 1. Facilities Minutes 1/22/2024
- 2. Nice Job Notes (Nov. 2023–Jan 2024)
- 3. Schools of Choice flyer
- 4. KG & Young 5 Registration Info
- M. CLOSED SESSION none planned
- N. ADJOURNMENT

#### **CALENDAR**

- \*Schools of Choice Applications February 15-28, 2024
- \*February 27, 2024 Board Workshop 7:00pm Bates Boardroom
- \*February 27, 2024 Kindergarten & Young 5 Virtual Info Night (via Zoom; will be recorded)
- \*March 4, 2024 Board Meeting 7:00pm Bates Boardroom
- \*March 5, 2024 DEEC Kindergarten & Young 5 Open House 5:30pm-7:00pm
- \*March 11, 2024 Fall Registration Opens for all grades
- \*March 18, 2024 Board Meeting 7:00pm Bates Boardroom

**Public Participation Policy 0167.3:** Those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

#### BOARD OF EDUCATION MEETING NOTES FEBRUARY 26, 2024

#### A. CALL TO ORDER

1. Roll Call

#### **B.** MEETING MINUTES

\* An appropriate motion might be, "I move that the Board of Education approve the attached meeting minutes from February 5, 2024 as presented/amended."

#### C. APPROVAL OF AGENDA

Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

\* An appropriate motion might be, "I move that the Board of Education approve the agenda as presented/amended."

#### D. SCHOOL PRESENTATIONS

1. Shining Star

Custodian Neil Stinebaugh will be recognized for his stellar work.

#### 2. <u>Dexter Dance Team Recognition</u>

On Saturday, February 3, 2024, the Dexter Varsity Dance team placed 6th in the Medium Varsity Game Day Division 2 at the Universal Dance Association (UDA) National Championships in Orlando, FL. The District invited the team to perform at a Board meeting and be recognized for this achievement, but the team has regular commitments on Monday evenings and are unable to attend. We will be sharing a video of one of their routines in lieu of a live performance. Hearty congratulations to seniors Anna Kovarik, Dana Kulas, and Kayla Wiseman; juniors Delaney Bachman, Ruby Boynton, Lauren Hart, Jenna Lenkowski, Ella Nelson, and Sarah Sawin; Sophomores Ella Jensen, Ally Ohtenen and Ainslie Ramsburgh; freshman Cat Maust.

#### **E. PUBLIC PARTICIPATION** (full guidelines at link)

Each speaker is allotted a maximum of 5 minutes for a total of 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

#### F. ADMINISTRATIVE & BOARD UPDATES

- 1. <u>Superintendent</u>
  - a. Solar Project Update
  - b. <u>Bond Work Update</u> (Principal for Operations Craig McCalla)

#### BOARD OF EDUCATION MEETING NOTES FEBRUARY 26, 2024

- c. <u>Schools of Choice Reminder</u> First application window closes 2-28-24; families who may be moving before fall but aren't sure if they'll find something in Dexter should apply for schools of choice status if they'd like to stay in Dexter next year.
- d. There's a virtual kindergarten and young 5 info night on February 27th at 7pm via Zoom; DEEC open house for students and parents/guardians is a drop in event, March 5th 5:30pm-7:00pm.
- 2. <u>Board President</u>
- 3. <u>Student Representatives</u>

#### G. CONSENT ITEMS

Consent items are typically approved in bulk.

\* An appropriate motion might be, "I move that the Board of Education approve the consent items in bulk."

#### 1. Personnel - Retirements

Your packet contains one retirement letter.

\* If separated, an appropriate motion might be, "I move that the Board of Education acknowledge the retirement of Linda Hack, effective July 1, 2024."

#### 2. <u>Budget Report</u>

Your packet contains summary financial information for the month of January, 2024.

\* If separated, an appropriate motion might be, "I move that the Board of Education receive the January 2024 budget report."

#### H. ACTION ITEMS – none planned

#### I. DISCUSSION ITEMS

1. Letter of Intent for Purchase of the Dexter Wellness Center and Equipment DCS has been working with district attorneys and 5 Healthy Towns to purchase the Dexter Wellness Center and equipment. Your packet contains a draft letter of intent which outlines details on the project and an agreement for purchase of the facility and its equipment as soon as the necessary due diligence process is complete (i.e., soil testing, etc). The purchase will be paid for from a combination of the \$8.5 million senior and community center grant and any future grant funds (i.e., federal community project funding requests, etc). This letter of intent will allow the purchase process to move forward. An agreement for the operations of the Dexter Wellness Center will be forthcoming in a separate proposal in the coming weeks. This item is presented for discussion only this evening.

#### BOARD OF EDUCATION MEETING NOTES FEBRUARY 26, 2024

2. Letter of Intent for Purchase of a Newly Constructed Dexter Senior Center DCS has been working with district attorneys, the Dexter Senior Center, and A.R. Brouwer/BST to purchase a newly constructed approximately 8,000 - 10,000 sq ft Dexter Senior Center building located on the available lot on Baker Road at the entrance to the Dexter Wellness Center. Your packet includes a draft letter of intent which outlines details on the project and agreement for purchase to begin the construction. The purchase will be paid for from a combination of the \$8.5 million senior and community center grant, grant funds provided to the Dexter Senior Center from Washtenaw County, and any future grant funds (i.e., federal community project funding requests, etc). This letter of intent will allow the construction to be started and completed in a timely fashion to provide a new and permanent home to the Dexter Senior Center. This item is presented for discussion only this evening.

## 3. Resolution for the Purchase of the Dexter Wellness Center and a Newly Constructed Dexter Senior Center

DCS district attorneys have been working closely with the attorneys from 5 Healthy Towns and A.R. Brouwer/BST to create the necessary documents and process for the purchase of the Dexter Wellness Center (and equipment) and the purchase of a newly constructed Dexter Senior Center. The Dexter Senior Center design has been determined by the Dexter Senior Center Board in collaboration with A.R. Brouwer/BST. The draft resolution was not ready in time for packet publication but will be shared with the Board as soon as it is ready. This draft resolution will provide authorization to the Superintendent, Senior Project Manager, and/or Chief Financial Officer to sign the necessary documents as the process continues. This item is for discussion only this evening.

#### J. PUBLIC PARTICIPATION (up to ~ 15 minutes/max 3 per person)

Each speaker is allotted a maximum of 3 minutes for a total of 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

#### K. BOARD COMMENTS

#### L. INFORMATION ITEMS

- 1. Facilities Minutes 1/22/2024 (draft)
- 2. Nice Job Notes (November 2023-January 2024)
- 3. Schools of Choice Flyer
- 4. Kindergarten & Young 5 Flyer

#### M. CLOSED SESSION – none planned

#### N. ADJOURNMENT

## DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES FEBRUARY 5, 2024

#### A. CALL TO ORDER – 7:01pm

#### 1. Roll Call

**Members Present:** Daniel Alabré, Brian Arnold, Elise Bruderly, Mara Greatorex, Dick Lundy, Jennifer Kangas, Melanie Szawara; Student Representatives Marty Watson and Mischa Rafferty

Members Absent: Jennifer Kangas

**Administrative & Supervisory Staff:** Christie Bueche, Ryan Bruder, Barb Leonard, Chris Timmis, Hope Vestergaard

**Guests:** Sharon Norris, Sarah Breitner, Kelli Parachek, Joanne Shipley, Tammy Reich

#### **B.** MEETING MINUTES

Elise Bruderly made a motion to approve the meeting minutes from 1/22/2024 as presented. Melanie Szawara seconded the motion. **Motion Carried (unanimous).** 

#### C. APPROVAL OF AGENDA

Melanie Szawara made a motion to approve the agenda as amended. Elise Bruderly seconded the motion. **Motion Carried (unanimous).** 

#### D. SCHOOL PRESENTATIONS

#### 1. <u>Creekside Market Day</u>

Creekside teachers Sharon Norris, Sarah Breitner, Kelli Parachek, and Joanne Shipley, along with students Lily Thursam, PJ Thursam, Molly Fleuren, and Anna Fleuren shared with the Board a short presentation about their Market Day in December. Student entrepreneurs worked together to create products, develop marketing materials, create a budget, sell their products, and evaluate their performance.

#### E. PUBLIC PARTICIPATION - none

#### F. ADMINISTRATIVE & BOARD UPDATES

#### 1. <u>Superintendent Update</u>

Dr. Timmis shared several updates:

- Jan 29-Feb 2 was the first full week of school since break
- Multigenerational Community Center: The Senior Center Board has
  determined that building on the outlot at the Wellness Center is their
  preferred location based on having better options for layout, more
  autonomy for the center, and it being better prepped for building. In late
  February, the BOE should expect to consider a letter of intent to purchase
  with a closing likely to happen in March.
- Solar Project Update: the solar project is in full swing with the solar field to be completed soon. Timeline for construction of the walkway is still being determined due to the need to dig 3′ x 3′ x 12′ footings, which can't happen when students are around due to safety concerns. To complete

## DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES FEBRUARY 5, 2024

the project, the District still needs to raise approximately \$24,000 to secure matching funds provided by the Jenkins Foundation.

#### 2. <u>Board President Update</u> - none

#### 3. <u>Student Representatives Update</u>

Marty Watson noted that Dexter Drama's productions of Frozen are happening last week and this; winter sports continue as spring sports are starting up; the Polar Plunge for Special Olympics is at the end of this month; the Dance team recently placed 6th in National competition. Mischa Rafferty noted that the start of second semester is exciting but bittersweet for seniors; the Debate team recently coached Creekside students who were participating in a class debate between Athens and Sparta; the wheelchair basketball event is happening soon; the boys basketball and hockey teams recently traveled to the DEEC to read to students; the Green Schools club will soon be doing an energy audit at the high school; the club is very excited about progress on the solar project.

#### G. CONSENT ITEMS

1. Melanie Szawara made a motion that the Board of Education acknowledge the retirements of Ellen Doss, Lisa Travis, and Karen Porter, effective at the end of this school year. Elise Bruderly seconded the motion. **Motion Carried** (unanimous).

#### H. ACTION ITEMS

#### 1. Policies - Second Reading

Melanie Szawara made a motion that the Board of Education approve policies 0122 and 0131.1 for second reading and final approval. Elise Bruderly seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

Elise Bruderly made a motion that the Board of Education approve rescission of policies 3130, 3139 now and 3142 effective 7/1/2024 for second reading and final approval. Melanie Szawara seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

Melanie Szawara made a motion that the Board of Education approve policies T-4108, T-4207, T-4407, and T-4408 for second reading and final approval. Elise Bruderly seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

Elise Bruderly made a motion that the board of Education approve policies T-4402R, T-4403R, T-4405R, T-4409R and T-4503R (all effective July 1, 2024) for second reading and final approval. Melanie Szawara seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

#### 2. MASB Election

Elise Bruderly made a motion that the Board of Education cast their MASB Board of Directors vote for Michael McVey. Melanie Szawara seconded the motion. The Board discussed their knowledge of the various trustees. **Roll Call Vote. Motion Carried (unanimous).** 

#### DEXTER COMMUNITY SCHOOLS **BOARD OF EDUCATION MEETING MINUTES FEBRUARY 5, 2024**

- I. **DISCUSSION ITEMS - none**
- J. **PUBLIC PARTICIPATION - none**

#### K. **BOARD COMMENTS**

Melanie Szawara praised DCS custodians Carmen Stinebaugh and Rod 1. Whitlock whom she worked alongside at the recent Dexter Wrestling Club meet at Dexter High School. Szawara also expressed appreciation for the new touchscreen whiteboards that the district installed in classrooms. She attended a school meeting where the host used the touchscreen and said it was impressive. She also shared that she recently mentored four outstanding DHS students who will be competing in a mock trial event in Lansing later this week.

#### L. **INFORMATION ITEMS**

- 1. Finance Minutes 12/6/2023 (draft)
- Multigenerational Community Center Minutes 12/15/2023 (draft) 2.
- 3. Policy Minutes 12/18/2023 (draft)
- **SEAB Minutes 12-20-2023** 4.

At approximately 7:30pm, Melanie Szawara made a motion that the Board of Education move into closed session following a three-minute break for the purpose of discussing the Superintendent's Evaluation. Elise Bruderly seconded the motion. Roll Call Vote (unanimous).

#### **CLOSED SESSION** M.

1. Superintendent Evaluation per MCL 15.268(a)

At approximately 8:29pm, the Board returned to open session.

The Superintendent's calculated evaluation scores were read out loud. Melanie Szawara made a motion that the Board of Education accept the calculated superintendent evaluation score and assign Dr. Timmis a rating of effective. Brian Arnold seconded the motion. Motion Carried (unanimous).

N.	ADJOURNMENT	1			
At ap	proximately 8:31pm	, President Mara	Greatorex ad	journed the	meeting

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Jennifer Kangas Secretary, Board of Education	
secretary, board of Education	

#### Linda A. Hack

February 5, 2024

Dr. Christopher Timmis
Dexter Community School District
2704 Baker Rd., Dexter, MI. 48130

Dear Dr. Timmis,

The time has come for me to officially inform you that I will be retiring from my teaching position at Beacon Elementary School, effective July 1, 2024. I send this notice with gratitude for your support and encouragement over the last many years. I know the timing is right for me and my family, and I wish all the best in the future for you and this school.

I will complete all my assigned duties for this current school year. Please let me know the next steps in this process, and any paperwork that I will need to complete. Also, I will defer to your guidance in the process of announcing this to students and families in the appropriate manner and timing. I hope to help in this transition however possible. If you'd like to discuss this further, I'd be happy to meet with you before the year is over.

Thank you again for the opportunity to work in the Dexter Community School District.

Sincerely,

Linda A. Hack Linda A. Hack Young 5 Teacher Beacon Elementary School





Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Fund(COA) 11 - General Fund							
Account Type Revenue							
Function Code R100 - Local Sources - 100	6,487,345.00	1,730,228.92	2,225,640.28	.00	4,261,704.72	34	2,275,968.83
Function Code R100 - Local Sources - 100 Totals	\$6,487,345.00	\$1,730,228.92	\$2,225,640.28	\$0.00	\$4,261,704.72	34 %	\$2,275,968.83
	\$0,467,343.00	\$1,730,220.92	\$2,223,040.20	φυ.υυ	94,201,704.72	34 /6	φ2,275,900.05
Function Code R200 - Non-Education Sources - 200	00	00	00	00	00		00
Function Code R200 - Non-Education Sources - 200 Totals	.00 \$0.00	.00 \$0.00	.00 \$0.00	.00 \$0.00	.00 \$0.00	+++	.00 \$0.00
Function Code R300 - State Sources - 300							
Tunioni oddo Rood State oddioes 300	38,283,196.00	3,335,985.11	13,909,370.20	.00	24,373,825.80	36	12,306,339.98
Function Code R300 - State Sources - 300 Totals	\$38,283,196.00	\$3,335,985.11	\$13,909,370.20	\$0.00	\$24,373,825.80	36 %	\$12,306,339.98
Function Code R400 - Federal Sources - 400							
	1,099,130.00	.00	900.00	.00	1,098,230.00	0	144,078.00
Function Code R400 - Federal Sources - 400 Totals	\$1,099,130.00	\$0.00	\$900.00	\$0.00	\$1,098,230.00	0 %	\$144,078.00
Function Code R500 - ISD / Other Sources - 500							
	6,286,069.00	.00	3,070,571.50	.00	3,215,497.50	49	2,459,237.59
Function Code R500 - ISD / Other Sources - 500 Totals	\$6,286,069.00	\$0.00	\$3,070,571.50	\$0.00	\$3,215,497.50	49 %	\$2,459,237.59
Function Code R600 - In from other Funds - 600							
	402,545.00	.00	158,042.18	.00	244,502.82	39	128,116.19
Function Code R600 - In from other Funds - 600 Totals	\$402,545.00	\$0.00	\$158,042.18	\$0.00	\$244,502.82	39 %	\$128,116.19
Account Type Revenue Totals	\$52,558,285.00	\$5,066,214.03	\$19,364,524.16	\$0.00	\$33,193,760.84	37 %	\$17,313,740.59
Account Type Expense							
Function Code 100 - Instruction	04.074.000.00	4 000 000 00	44 000 040 50	0.444.00	40 004 544 00	40	40 444 007 70
Sub Function Code 110 - Basic Functions - 110 Sub Function Code 120 - Added Needs - 120	24,971,236.00 7,122,240.00	1,982,232.62 488,520.65	11,883,610.59 3,085,295.37	6,114.38 37,229.01	13,081,511.03 3,999,715.62	48 43	10,141,097.70 3,999,876.06
Function Code 100 - Instruction Totals	\$32,093,476.00	\$2,470,753.27	\$14,968,905.96	\$43,343.39	\$17,081,226.65	47 %	\$14,140,973.76
Function Code 200 Commention Conde	, , , , , , , , , , , , , , , , , , , ,	• , •, •	, , , , , , , , , , , , , , , , , , , ,	* -,-	, , , , , , , , , , , , , , , , , , , ,		, ,, ,,
Function Code 200 - Supporting Services Sub Function Code 210 - Support Services-Pupil - 210	6,318,675.00	535,486.59	2,864,372.94	118,574.40	3,335,727.66	45	2,584,583.02
Sub Function Code 220 - Support Services Instructional - 220	2,745,768.00	218,505.78	1,723,072.91	27,783.85	994,911.24	63	1,785,926.81
Sub Function Code 230 - Support Services-Administration - 230	830.966.00	53,449.24	418.068.04	285.50	412,612.46	50	483.942.85
Sub Function Code 240 - Support Services-School Admin - 240	2,941,349.00	218,148.15	1,576,317.22	500.00	1,364,531.78	54	1,475,594.72
Sub Function Code 250 - Support Services-Business - 250	912,353.00	55,285.79	538,463.43	.00	373,889.57	59	416,931.87
Sub Function Code 260 - Operations and Maintenance - 260	5,416,610.00	316,931.47	3,132,566.31	215,412.84	2,068,630.85	58	2,761,117.73
Sub Function Code 270 - Pupil Transportation - 270	1,781,479.00	118,605.31	982,267.58	35,549.17	763,662.25	55	948,943.17
Sub Function Code 280 - Support Services-Central - 280 Function Code 200 - Supporting Services Totals	677,288.00	40,144.97	354,650.48	15,900.00	306,737.52	52 54 %	362,889.37
,,, ,	\$21,624,488.00	\$1,556,557.30	\$11,589,778.91	\$414,005.76	\$9,620,703.33	54 %	\$10,819,929.54
Function Code 300 - Community Services	000 000 00	00 000 50	470.040.00	00.405.40	4.047.00	20	105 500 00
Sub Function Code 320 - Community Recreation - 320 Sub Function Code 330 - Community Activities - 330	208,023.00	30,888.52	170,049.66	36,125.42	1,847.92	82	135,598.08
Sub Function Code 350 - Community Activities - 350  Sub Function Code 350 - Care of Children - 350	.00 .00	.00 .00	.00 .00	.00 .00	.00 .00	+++	.00 .00
Sub Function Code 360 - Welfare Activities - 360	.00	.00	.00	.00	.00	+++	.00
Sub Function Code 370 - Non Public School Pupils - 370	7,840.00	.00	950.00	.00	6,890.00	12	1,330.10
Sub Function Code 390 - Other Community Services - 390	.00	.00	.00	.00	.00	+++	.00
Function Code 300 - Community Services Totals	\$215,863.00	\$30,888.52	\$170,999.66	\$36,125.42	\$8,737.92	79 %	\$136,928.18
Function Code 400 - Facilities Construction & Other Payr	ments or Adjustments						
Sub Function Code 400 - Other Government Agencies - 400	.00	.00	.00	.00	.00	+++	.00
Function Code 400 - Facilities Construction & Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Payments or Adjustments Totals		•	•				

Function Code 500-600 - Other Financing Uses





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DEXTER COMMUNITY SCHOOLS

Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Sub Function Code 500 - Debt Service - 500	.00	.00	.00	.00	.00	+++	.00
Sub Function Code 600 - Fund Modifications - 600	1,421,535.00	.00	.00	.00	1,421,535.00	0	.00
Function Code 500-600 - Other Financing Uses Totals	\$1,421,535.00	\$0.00	\$0.00	\$0.00	\$1,421,535.00	0 %	\$0.00
Account Type Expense Totals	\$55,355,362.00	\$4,058,199.09	\$26,729,684.53	\$493,474.57	\$28,132,202.90	48 %	\$25,097,831.48
Fund(COA) 11 - General Fund Totals	(\$2,797,077.00)	\$1,008,014.94	(\$7,365,160.37)	(\$493,474.57)	\$5,061,557.94	263 %	(\$7,784,090.89)





Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Fund(COA) 23 - Community Service Fund Account Type Revenue Function Code R100 - Local Sources - 100							
	2,789,717.00	203,418.96	1,814,299.14	.00	975,417.86	65	1,840,500.06
Function Code R100 - Local Sources - 100 Totals	\$2,789,717.00	\$203,418.96	\$1,814,299.14	\$0.00	\$975,417.86	65 %	\$1,840,500.06
Function Code R300 - State Sources - 300	69,266.00	.00	365.00	.00	68,901.00	1	1,280.00
Function Code R300 - State Sources - 300 Totals	\$69,266.00	\$0.00	\$365.00	\$0.00	\$68,901.00	1 %	\$1,280.00
Function Code R400 - Federal Sources - 400							
rundion dodd N400 Tederal ddalaes 400	125.000.00	.00	55.074.08	.00	69.925.92	44	409,770.92
Function Code R400 - Federal Sources - 400 Totals	\$125,000.00	\$0.00	\$55,074.08	\$0.00	\$69,925.92	44 %	\$409,770.92
Function Code R500 - ISD / Other Sources - 500							
Function Code R500 - ISD / Other Sources - 500 Totals	.00 \$0.00	.00 \$0.00	.00 \$0.00	.00 \$0.00	.00 \$0.00	+++	.00 \$0.00
Function Code R600 - In from other Funds - 600	*****	*****	*****	*****	*****		*****
Tanonian adda Nova in the Indian and Indian	312,125.00	.00	.00	.00	312,125.00	0	.00
Function Code R600 - In from other Funds - 600 Totals	\$312,125.00	\$0.00	\$0.00	\$0.00	\$312,125.00	0 %	\$0.00
Account Type Revenue Totals	\$3,296,108.00	\$203,418.96	\$1,869,738.22	\$0.00	\$1,426,369.78	57 %	\$2,251,550.98
Account Type Expense							
Function Code 100 - Instruction	400 040 00	40.000.00	========				
Sub Function Code 110 - Basic Functions - 110	163,646.00	10,369.62	79,786.62	.00	83,859.38	49	72,579.48
Function Code 100 - Instruction Totals	\$163,646.00	\$10,369.62	\$79,786.62	\$0.00	\$83,859.38	49 %	\$72,579.48
Function Code 200 - Supporting Services						_	
Sub Function Code 220 - Support Services-Instructional - 220 Sub Function Code 240 - Support Services-School Admin - 240	11,993.00 2,767.00	.00 .00	.00 .00	.00 .00	11,993.00 2,767.00	0	243.67
Sub Function Code 250 - Support Services-School Admin - 240 Sub Function Code 250 - Support Services-Business - 250	2,767.00	.00	.00	.00	2,767.00	0	.00 .00
Sub Function Code 260 - Operations and Maintenance - 260	62.550.00	(30,245.12)	39.191.28	4.965.98	18.392.74	63	35.093.95
Sub Function Code 270 - Pupil Transportation - 270	.00	.00	.00	.00	.00	+++	.00
Sub Function Code 290 - Support Services-Other - 290	1,779,256.00	132,057.21	902,602.90	31,338.12	845,314.98	51	732,262.78
Function Code 200 - Supporting Services Totals	\$1,858,818.00	\$101,812.09	\$941,794.18	\$36,304.10	\$880,719.72	51 %	\$767,600.40
Function Code 300 - Community Services							
Sub Function Code 310 - Community Services Direction - 310	306,065.00	21,349.74	165,839.15	.00	140,225.85	54	128,234.54
Sub Function Code 320 - Community Recreation - 320	227,177.00	13,421.58	144,078.28	.00	83,098.72	63	158,503.37
Sub Function Code 350 - Care of Children - 350	1,028,180.00	70,422.44	647,287.63	.00	380,892.37	63	666,309.23
Sub Function Code 390 - Other Community Services - 390	125,000.00	.00	74,180.05	.00	50,819.95	59	44,222.33
Function Code 300 - Community Services Totals	\$1,686,422.00	\$105,193.76	\$1,031,385.11	\$0.00	\$655,036.89	61 %	\$997,269.47
Function Code 500-600 - Other Financing Uses	470.000.00	22	00.047.47	00	00.045.50		00.00.4 = 4
Sub Function Code 600 - Fund Modifications - 600	178,963.00	.00	80,647.47	.00	98,315.53	45	82,234.71
Function Code 500-600 - Other Financing Uses Totals	\$178,963.00	\$0.00	\$80,647.47	\$0.00	\$98,315.53	45 %	\$82,234.71
Account Type Expense Totals	\$3,887,849.00	\$217,375.47	\$2,133,613.38	\$36,304.10	\$1,717,931.52	55 %	\$1,919,684.06
Fund(COA) 23 - Community Service Fund Totals	(\$591,741.00)	(\$13,956.51)	(\$263,875.16)	(\$36,304.10)	(\$291,561.74)	45 %	\$331,866.92







Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Fund(COA) 25 - School Lunch Fund Account Type Revenue Function Code R100 - Local Sources - 100							
runotion code Kito Escar courses 100	396,027.00	44,744.20	227,822.72	.00	168,204.28	58	525,265.82
Function Code R100 - Local Sources - 100 Totals	\$396,027.00	\$44,744.20	\$227,822.72	\$0.00	\$168,204.28	58 %	\$525,265.82
Function Code R300 - State Sources - 300							
	1,366,825.00	122,295.66	594,319.35	.00	772,505.65	43	27,320.82
Function Code R300 - State Sources - 300 Totals	\$1,366,825.00	\$122,295.66	\$594,319.35	\$0.00	\$772,505.65	43 %	\$27,320.82
Function Code R400 - Federal Sources - 400							
	723,922.00	37,057.52	264,369.01	.00	459,552.99	37	237,879.62
Function Code R400 - Federal Sources - 400 Totals	\$723,922.00	\$37,057.52	\$264,369.01	\$0.00	\$459,552.99	37 %	\$237,879.62
Function Code R500 - ISD / Other Sources - 500							
	163,625.00	.00	38,791.10	.00	124,833.90	24	86,943.64
Function Code R500 - ISD / Other Sources - 500 Totals	\$163,625.00	\$0.00	\$38,791.10	\$0.00	\$124,833.90	24 %	\$86,943.64
Account Type Revenue Totals	\$2,650,399.00	\$204,097.38	\$1,125,302.18	\$0.00	\$1,525,096.82	42 %	\$877,409.90
Account Type Expense							
Function Code 200 - Supporting Services							
Sub Function Code 210 - Support Services-Pupil - 210	.00	.00	.00	.00	.00	+++	.00
Sub Function Code 260 - Operations and Maintenance - 260	3,728.00	.00	1,919.12	.00	1,808.88	51	1,942.70
Sub Function Code 290 - Support Services-Other - 290	2,457,088.00	146,140.56	1,196,884.44	459,254.85	800,948.71	49	748,522.41
Function Code 200 - Supporting Services Totals	\$2,460,816.00	\$146,140.56	\$1,198,803.56	\$459,254.85	\$802,757.59	49 %	\$750,465.11
Function Code 500-600 - Other Financing Uses							
Sub Function Code 600 - Fund Modifications - 600	211,082.00	.00	77,394.71	.00	133,687.29	37	45,260.07
Function Code 500-600 - Other Financing Uses Totals	\$211,082.00	\$0.00	\$77,394.71	\$0.00	\$133,687.29	37 %	\$45,260.07
Account Type Expense Totals	\$2,671,898.00	\$146,140.56	\$1,276,198.27	\$459,254.85	\$936,444.88	48 %	\$795,725.18
Fund(COA) 25 - School Lunch Fund Totals	(\$21,499.00)	\$57,956.82	(\$150,896.09)	(\$459,254.85)	\$588,651.94	702 %	\$81,684.72







Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Fund(COA) 27 - Cooperative Activities Fund Account Type Revenue Function Code R100 - Local Sources - 100							
Function Code R100 - Local Sources - 100	.00	347.04	1,098.65	.00	(1,098.65)	+++	.00
Function Code R100 - Local Sources - 100 Totals	\$0.00	\$347.04	\$1,098.65	\$0.00	(\$1,098.65)	+++	\$0.00
Function Code R200 - Non-Education Sources - 200	754.040.00	00	00	00	754.040.00	0	00
Function Code R200 - Non-Education Sources - 200 Totals	754,812.00 \$754,812.00	.00 \$0.00	.00 \$0.00	.00 \$0.00	754,812.00 \$754,812.00	0 %	.00 \$0.00
Function Code R300 - State Sources - 300	0.500.000.00	00	00	00	0.500.000.00	•	00
Function Code R300 - State Sources - 300 Totals	8,500,000.00	.00	.00	.00	8,500,000.00	0	.00
Account Type Revenue Totals	\$8,500,000.00 \$9,254,812.00	\$0.00 \$347.04	\$0.00 \$1,098.65	\$0.00 \$0.00	\$8,500,000.00 \$9,253,713.35	0 % 0 %	\$0.00 \$0.00
Account Type Expense							
Function Code <b>300 - Community Services</b> Sub Function Code 390 - Other Community Services - 390	505,000.00	19,847.98	20,741.38	.00	484,258.62	4	.00
Function Code 300 - Community Services Totals	\$505,000.00	\$19,847.98	\$20,741.38	\$0.00	\$484,258.62	4 %	\$0.00
Function Code 400 - Facilities Construction & Other Payr	nents or Adjustments						
Sub Function Code 400 - Other Government Agencies - 400	8,749,812.00	(3,725.00)	6,450.00	.00	8,743,362.00	0	.00
Function Code 400 - Facilities Construction & Other Payments or Adjustments Totals	\$8,749,812.00	(\$3,725.00)	\$6,450.00	\$0.00	\$8,743,362.00	0 %	\$0.00
Account Type Expense Totals	\$9,254,812.00	\$16,122.98	\$27,191.38	\$0.00	\$9,227,620.62	0 %	\$0.00
Fund(COA) 27 - Cooperative Activities Fund Totals	\$0.00	(\$15,775.94)	(\$26,092.73)	\$0.00	\$26,092.73	+++	\$0.00







Sub Function Code	Amended Budget	Current Month Actual	Actual FYTD	Encumbrances	Budget - Actual	% Rec'd/Spent	Prior Year FYTD
Fund(COA) 29 - Student/School Activity Fund Account Type Revenue Function Code R100 - Local Sources - 100							
	2,289,598.00	23,947.29	655,866.29	.00	1,633,731.71	29	718,815.67
Function Code R100 - Local Sources - 100 Totals	\$2,289,598.00	\$23,947.29	\$655,866.29	\$0.00	\$1,633,731.71	29 %	\$718,815.67
Account Type Revenue Totals	\$2,289,598.00	\$23,947.29	\$655,866.29	\$0.00	\$1,633,731.71	29 %	\$718,815.67
Account Type Expense Function Code 200 - Supporting Services							
Sub Function Code 290 - Support Services-Other - 290	2,289,598.00	257,910.35	564,445.68	32,747.12	1,692,405.20	25	426,497.33
Function Code 200 - Supporting Services Totals	\$2,289,598.00	\$257,910.35	\$564,445.68	\$32,747.12	\$1,692,405.20	25 %	\$426,497.33
Account Type Expense Totals	\$2,289,598.00	\$257,910.35	\$564,445.68	\$32,747.12	\$1,692,405.20	25 %	\$426,497.33
Fund(COA) 29 - Student/School Activity Fund Totals	\$0.00	(\$233,963.06)	\$91,420.61	(\$32,747.12)	(\$58,673.49)	+++	\$292,318.34
Grand Totals	(\$3,410,317.00)	\$802,276.25	(\$7,714,603.74)	(\$1,021,780.64)	\$5,326,067.38	226 %	(\$7,078,220.91)



### **DEXTER COMMUNITY SCHOOLS**

Bates School, 2704 Baker Road, Dexter, Michigan 48130 (734) 424-4100 fax (734) 424-4111 www.dexterschools.org

February 26, 2024

The Chelsea Health and Wellness Foundation Attn: Mr. Steve Petty 310 North Main ST., Suite 203 Celsea, MI 48118

Re: Letter of Intent ("LOI") to Purchase

Dexter Town Center Condominium Unit 1 ("Property")

Dear Mr. Petty:

Dexter Community Schools ("*Buyer*") offers to purchase the Property from The Chelsea Health and Wellness Foundation ("*Seller*") on the following terms and conditions:

- 1. <u>Purchase Price</u>: \$5,300,000.00 for the Property plus \$200,000.00 for the furniture, fixtures, and equipment, payable by wire transfer or other immediately available funds at the closing.
- 2. Earnest Money. None.
- 3. Opening of Escrow. Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the "Agreement") containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent. The parties anticipate the Agreement will be executed on or before the Closing Date.
- 4. <u>Anticipated Closing Date</u>. Subject to the Buyer's satisfactions with due diligence and the Conditions Precedent (defined below), the anticipated closing date is March 29, 2024.
- 5. <u>Inspection Period</u>. Buyer will have until the day prior to the closing date to conduct and complete Buyer's comprehensive due diligence and review of the Property (the "*Inspection Period*"). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer's cost and to Buyer's satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.
- 6. <u>Property Information</u>. Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to provide Buyer with all information about the Property in the possession and reasonable

control of Seller (and Seller's consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless Environmental Services ("AKT Peerless"). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.

- 7. <u>Inspections</u>. Buyer shall have the right to perform any usual and customary building inspection at Buyer's sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
- 8. <u>Environmental</u>. Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. The parties agree that the Anticipated Closing Date shall be extended to provide Buyer sufficient time to complete environmental due diligence. Buyer has contracted AKT Peerless to perform its environmental analysis and testing.
- 9. <u>Title and Survey</u>. Within ten (10) days after the execution this LOI by all parties, Buyer shall order, from a reputable title company selected by Buyer, at Seller's expense, a commitment for title insurance for the Property without standard exceptions. Seller will also provide Buyer with an ALTA/NSPS Survey that is acceptable to Buyer and the title company, within fifteen (15) days after the execution of the LOI. Alternatively, Buyer will have the right, at Buyer's cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contracted PEA Group, who performed the original engineering and surveying, to assist with this transaction as well.
- 10. <u>Title Insurance and Escrow Prorations</u>. Customary prorations (real estate taxes, assessments, and the like) shall be provided between Buyer and Seller at closing and, at Seller's cost, Buyer shall be provided a policy of owner's title insurance. The costs of extended coverage shall be a Seller cost (except that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception). Title shall be conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period. Buyer and Seller agree that any tax prorations will take into account, and are subject to, Seller's status as a non-profit charitable institution which is exempt from paying real estate taxes.
- 11. Purchase and Sale Agreement. In the event that this Offer is acceptable by Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer will provide Seller an initial draft of the purchase and sale agreement within 14 days of execution of this LOI. Buyer and Seller will make every effort to negotiate and execute the purchase and sale agreement within 45 days of execution of this LOI.

- 12. <u>Temporary Access Agreement</u>. The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.
- 13. <u>Conditions Precedent</u>. In addition to the foregoing, the following conditions precedent ("Conditions Precedent") to closing shall be including in the Agreement and satisfied prior the closing date.
  - a. Complete physical and environmental inspections and reports satisfactory to Buyer.
  - b. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer.
  - c. Owners of Unit 2 and Unit 3 in the Condominium Association shall agree to dissolve the Dexter Town Center Condominium and all dissolution documents shall be held in escrow with the Title Company.
  - d. Buyer shall be in possession of all surveys and engineering reports to support the dissolution and subsequent lot split.
  - e. Buyer shall have entered into a binding Purchase and Sale Agreement for the acquisition of Unit 2.
  - f. Buyer shall have negotiated and finalized a management agreement for operations within the Property. The management agreement must preserve tax exempt status allowing for the potential of future bond financing.
  - g. Both parties to have received necessary internal approvals.

**<u>BINDING PROVISIONS.</u>** The following provisions are considered binding and survive the termination of the LOI.

- 14. <u>Commissions</u>. Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
- 15. <u>Seller Representations</u>. Seller represents and warrants that Seller has sufficient capital to extinguish all bonds and discharge the mortgage.
- 16. **Non-Solicitation**. Following mutual execution of this LOI, Seller agrees that until the closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of

signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,
DEXTER COMMUNITY SCHOOLS
By:
Name:
Its:
AGREED AND ACCEPTED BY:
THE CHELSEA HEALTH AND WELLNESS
FOUNDATION, Michigan non-profit corporation
By:
Name:
Its:



### **DEXTER COMMUNITY SCHOOLS**

Bates School, 2704 Baker Road, Dexter, Michigan 48130 (734) 424-4100 fax (734) 424-4111 www.dexterschools.org

February 26, 2024

BST Investments, LLC 7444 Dexter-Ann Arbor Road Dexter, Michigan 48130

Re: Letter of Intent ("LOI") to Purchase

Dexter Town Center Condominium Unit 2 ("Property")

Dexter Community Schools ("Buyer") offers to purchase the Property from BST Investments, LLC ("Seller") on the following terms and conditions:

- 1. **Purchase Price**: A maximum not to exceed of \$2,851,500 for the purchase of the Property after Substantial Completion (defined below) of a Senior Center Facility on the Property ("Senior Center") payable by wire transfer or other immediately available funds at the closing. Substantial completion shall be: (1) when the Senior Center has received a temporary certificate of occupancy and the Senior Center is sufficiently complete in accordance with the agreed upon plans and specifications so that the Buyer can begin to use the Senior Center for its intended use while the final punch list items (minor fixes or modifications that must be completed so that the Senior Center's agreed upon specifications are considered finished and the Buyer can occupy the building for its intended use) are completed; (2) Seller's architect or engineer certifies to Buyer that the Senior Center's construction is substantially complete in accordance with the agreed upon and approve plans and specifications; and (3) three (3) days after Buyer is in receipt of the architect's certification, Buyer and Seller conduct a joint inspection of the Senior Center and jointly confirmed that construction is complete subject only to punch list items. The holdback shall be 200% of the Seller's Architect's certified estimated cost to complete the punch list items and work necessary to obtain the final certificate of occupancy and any outstanding amounts due to contractors.
- 2. Earnest Money. None.
- 3. <u>Opening of Escrow</u>. Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the "*Agreement*") containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent.
- 4. <u>Anticipated Closing Date</u>. The closing date shall be ten (10) days after Substantial Completion.

- 5. <u>Inspection Period</u>. Buyer shall have 60 days from the date the Purchase Agreement is executed to conduct and complete Buyer's comprehensive due diligence and review of the Property (the "*Inspection Period*"). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer's cost and to Buyer's satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.
- 6. **Property Information**. Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to provide Buyer with all information about the Property in the possession and reasonable control of Seller (and Seller's consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless Environmental Services ("AKT Peerless"). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.
- 7. <u>Inspections</u>. Buyer shall have the right to perform any usual and customary property inspection at Buyer's sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
- 8. Environmental. Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. Buyer, to expedite the process, engaged AKT Peerless to perform its environmental analysis and testing. The parties agree that the Inspection Period shall be extended to provide Buyer sufficient time to complete environmental due diligence, provided Buyer timely ordered the necessary testing and has not caused undue delays in AKT Peerless completing the necessary environmental inspections and reports. Seller shall provide Buyer at least sixty (60) days advance notice of the anticipated substantial completion date so that Buyer has the opportunity to update its environmental reports.
- 9. <u>Title and Survey</u>. Within ten (10) days after the execution this LOI by all parties, Buyer shall order, from First American Title (Marcia Lawless), at Seller's expense a commitment for title insurance for the Property without standard exceptions; provided however, that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception. Buyer will have the right, at Buyer's cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contacted PEA Group, who performed the original engineering and surveying to assist with this transaction as well.
- 10. <u>Title Insurance and Escrow Prorations</u>. Customary prorations (real estate taxes, assessments, and the like) shall be prorated between Buyer and Seller at closing and, at Seller's cost, Buyer shall be provided a policy of owner's title insurance. Title shall be

conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period.

- 11. **Purchase and Sale Agreement**. In the event that this LOI is acceptable to Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer shall prepare the initial draft of the purchase and sale agreement.
- 12. <u>Temporary Access Agreement</u>. The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.
- 13. <u>Seller Obligations</u>: Seller's obligations, as will be more fully set forth in the Agreement, shall include the following:
  - a. Cause Seller's architect to prepare and then submit for and receive approval from Buyer all architectural elevations, plans, specification, and costs estimates for the Senior Center development consistent with Buyer's requirements for such development;
  - b. Submit and support all applications for building permits, inspections, and plan reviews and pay all related fees in connection therewith;
  - c. Assemble a highly qualified professional team including but not limited to a general contractor A. R. Brouwer Co LLC, architect Wah Yee Associates, and engineer PEA, and timely develop and construct the Senior Center in accordance with the plans and specifications approved by Buyer;
  - d. Monitor the course of construction in partnership with the Buyer, including any process or change order requests;
  - e. Reasonably assist Buyer in obtaining the approval needed to terminate the Dexter Town Center Condominium and reasonable documents necessary to accomplish same; and
  - f. Keep Buyer informed about any matters that could impact timing of the Senior Center and the costs elements.
- 14. **Buyer Obligations**. Buyer's obligations shall include, but are not limited to, the following:
  - a. Review and approve submittals relative to the design, cost estimates, and plans and specifications for the Senior Center;
  - Review, approve, and provide assistance and guidance where necessary prior to the filing of any plan, lot split, and other governmental approval in connection with the Senior Center's development;
  - c. Pursue all approvals needed to terminate the Dexter Town Center Condominium;
  - d. Prepare all documents necessary to terminate the Dexter Town Center

Condominium (including surveys, legal descriptions, and easements), all of which shall be subject to approval by Seller; and

- e. Provide proof of sufficient funds to purchase the Property at closing.
- 15. Conditions Precedent. In addition to the foregoing, the following conditions precedent ("Conditions Precedent") to closing shall be including in the Agreement and satisfied prior the closing date; provided, however, that Buyer shall have notified Seller that the conditions set forth in sections a, c, e, f, g, and h are either satisfied or are waived as Conditions Precedent before Seller has any obligation to begin construction of the Senior Center. Unless the Seller is in default, Buyer shall have no ability to terminate the contract for the purchase of the Property/construction of the Senior Center once Seller begins construction of the Senior Center on the Property pursuant to Buyer's notification of the satisfaction or waiver of the conditions set forth in sections a, c, e, f, g, and h.
  - a. Documents necessary for the dissolution of the Dexter Town Center Condominium, subsequent transfers of all tenant-in-common interests to Buyer, and any and all easement and access agreements so that Units 1 and 2 are combined and Unit 3 is a stand-alone parcel are held in escrow with the Title Company.
  - b. Receipt of a Temporary Certificate of Occupancy for the Senior Center as developed in accordance with the plans and specifications approved by Buyer;
  - c. Complete environmental inspections and reports regarding the Property satisfactory to Buyer;
  - d. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer;
  - e. Buyer shall be in possession of all surveys and engineering reports to support the dissolution of the Dexter Town Center Condominium and subsequent lot split;
  - f. Buyer shall have closed on the Purchase and Sale Agreement for the acquisition of Unit 1 of the Dexter Town Center Condominium;
  - g. Final Lease held in escrow between Buyer and Dexter Senior Center, Inc., a Michigan nonprofit corporation; and
  - h. Both parties to have received necessary internal approvals.

**<u>BINDING PROVISIONS.</u>** The following provisions are considered binding and survive the termination of the LOI.

- 16. <u>Commissions</u>. Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
- 17. Non-Solicitation. Following mutual execution of this LOI, Seller agrees that until the

closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,
DEXTER COMMUNITY SCHOOLS
By:
Name:
Its:
AGREED AND ACCEPTED BY:
BST Investments, LLC, a Michigan limited
liability company
By:
Name:
Its:



#### **Facilities Committee Minutes**

Date: Monday, January 22nd, 2024

**Project: Dexter Community Schools 2017 Bond Program** 

**Location: Bates School** 

Time: 5:30pm

#### Attendees:

Board Committee Members: Mara Greatorex, Daniel Alabre

Staff Committee Members: Christie Bueche, Craig McCalla, Dr. Chris Timmis

Community Committee Members: Jerry Brand Others Present: Greg Brand, Dave Larson

A. Call to Order: 5:31pm B. Approve Agenda:

a. Motion - Moved by Daniel Alabre. Second by Mara Greatorex; Motion passed

C. Approve Minutes:

a. Motion - Moved by Daniel Alabre. Second by Mara Greatorex; Motion passed

D. Public Participation: NA

- E. Action/Discussion:
  - Review bids for the remainder of the Dexter Community Schools 2017 Bond Program
    - Greg Brand presented information on the 8 bid packages and bid categories
    - ii. Craig McCalla and Greg Brand presented on budget and possible alternates
  - b. Propose action item(s) for remaining 2017 bond projects
    - i. Move to recommend to the board of education to accept the Granger recommendation dated January 22nd, 2024, with the revision to \$40,000 in remaining funds.
  - c. Provide action item to Board of Education for Monday, January 22nd
    - Information was shared with Board of Education for Monday, January 22nd, 7:00 pm meeting

F. Public Participation: NAG. Adjournment: 6:35pm



#### **Dexter Community Schools Nice Job Notes** NOV 2023

Connie Agostini Dave Kozakiewicz Kyle Allen Maria LaCross (3) Heidi Lakey (2) Joel Anderson Laura Ayers Mary Leach **Kelly Bauer** Kristen Linn

Shawn Bergman Thomas Liskiewicz Jen Boyce Yolanda Luo Jill Boydston **Dolores Martinez** Maria Mast (2) Sarah Breitner Matt Brown Jennifer Mattison Lisa Burgess Craig McCalla Kricket Chamberlain Kimberly Mendez

**DHS Sunshine** Deanna Mudloff Committee Sharon Norris (3) Jill Covington Kelli Nowaczck Trina Cox (2) Kalli Nowitzke Michael Downing Kelly Ottaviani Jaime Dudash Kelly Parachek (2) Lisa Dunn **Brett Pedersen** Nicole Durbin Jennifer Porcaro Krista Early Karen Porter Mill Creek F&N Tammy Reich

Katey Robinson **Dalton Fietzer** Diane Romeo Ryan Fisher Anna Schaedler (2) Sue Gowen Kaitlin Schmoekel **Amy Grant** Laura Schultz Heather Green Katie See

Laurie Farmer (2)

Elizabeth Kovarik

Katie Heikkila Macy Selecman Megan Hendricks Joanne Shipley Kate Hoffman **Amber Siebert** Torie Hoffman Caitie Smith Sarah Hunt **Deneen Smith** 

Mel Joling Deneen Smith and

**Annette Jones** Team Susan Karsch Tracy Stahl Stacey Keeler Jennifer Steele Jessica Kelley **Brooke Stidham** Susan Kemble Neil Stinebaugh (2) Mollie Kemp **Dennis Stockwell** Sarah Sugg Ken Koenig Karen Sullivan Roxanne Kohler

**Chris Timmis** 

Elizabeth Treppa Anna Tyrrell

Annabel Van Noord

Lisa Veenstra Hope Vestergaard Kelly Wagner Donna Wahr Josh Whitaker Dale Willett (2) Mike Williams Kathy Xeureb Emily Xu

David Yon

o NOV= 109

**RUNNING TOTAL = 41109** 



# Dexter Community Schools Nice Job Notes DEC-JAN 2024

Vicki Allie
Karen Anthony
Britnie Bell (3)
Kylie Benson
Audrey Benson
Cassie Benson
Andrew Betz
Narda Black
Jill Boydston
Neal Bransford
Christie Bueche
Larry Costa
Trevor Davidson

Patrice

Deutschmann
Lisa Dunn
Krista Early
Jason Elmy
Collene Finn
Cameron Fluder
Andrew Gafford
Molly Hampsey
John Heuser
Matt Inch
Shannon Javis
Trey Jenkins

Jennifer Johnson (2)
Eviana Karageorge
Susan Kemble
Ken Koenig
Roxanne Kohler
Nate Lamb
Marisa Lerner
Zach Lindke
Rebecca Mann (3)

John McKaig Liz Melvin

Katie McClellan

Jennifer Metzner
Jennifer Miceli
Rick Munir
Jesse Nelson
Christie Newsome
Calvin Ophoff

Shannon Pederson Kaylee Philage Sharon Raschke Rachel Rascol Angela Ripka Laura Saulles Elise Schenk Rich Schlanderer (6) Betsy Schmidt

Steve Schuler

Laura Schultz

Katie See
Andrea Sellman
Nick Sherman
John Sperendi (3)
Wilbur Tong
Lisa Travis
Amanda VanDusen
Maria VazquezBrieva
Mike Wagner

Donna Wahr

Cheyanne Weber

Anouk Weiss
Jennifer Werner
Steve Wincent
Tara Basso
Matt Bell
Britnie Bell
Gina Benson
Krickett
Chamberlain
Tim Cincala (4)
Jaime Dudash
Nicole Durbin (2)
Cam Fluder

Kelli Gatecliff (2) Amy Grant Heather Green Mathias Hermann

Megan Hinkle Mollie Kemp Pam Krebs Maria LaCross David Ledwidge
Nicole Leonard
Ryan Maki
Becky Mann
Lisa Melvin
Jane Montero
Sharon Norris
Jody O'Bryan
Kelly Parachek
Andrew Parker
Katie Penix
Katey Robinson
Anna Schaedler
Maggie Scheurer (2)

**Betsy Schmidt** Lori Schmidt Karen Scott Maureen Service Sandy Sloan **Deneen Smith** Tracy Stahl (2) Neil Stinebaugh (2) Stacey Sutton **Chris Timmis** Tom Watts Jane Webby (2) Cheyanne Weber (2) Aaron Whitaker **Eric Williams** Steve Wincent (2) Joey Yannott

**DEC-JAN = 140** 

Mira Young

**RUNNING TOTAL = 41249** 

# DEXTER COMMUNITY SCHOOLS 2024 SCHOOLS OF CHOICE INFORMATION

## WHAT IS IT?

An opportunity for students who don't live within DCS boundaries to attend our schools.

### **HOW DO WE APPLY?**

Online only, during application windows:
February 15th-28th, 2024

July 15th-26th, 2024

# WHO IS ELIGIBLE?

Residents of
Washtenaw
County and
counties that
abut Washtenaw
County\*

# ANY QUESTIONS?





New to the area?

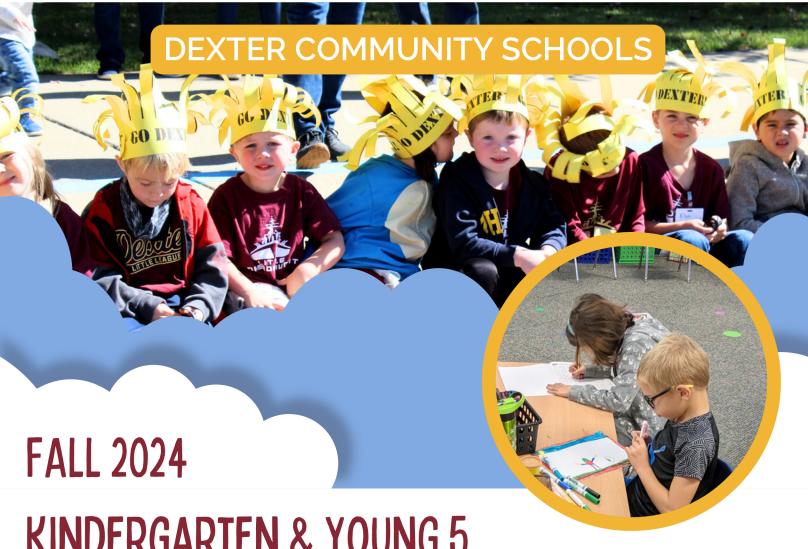
Moving out of Dexter?

Interested in I.B.?

Plans up in the air?

Apply for S.O.C.!

For details & how to apply: www.dexterschools.org/district/choice



KINDERGARTEN & YOUNG 5 REGISTRATION INFORMATION

Feb. 27th 6pm - Parent/Guardian Virtual Info Night Registration is required: scan QR code for link

March 5th 5:30pm-7pm - Drop-in KGY5 Open House

Dexter Early Elementary Complex - 7480 Dan Hoey Rd.

Tour our school and meet our staff with your incoming student!

**SCHOOLS OF CHOICE APPLICATIONS ARE OPEN Feb. 15-28** 

**ONLINE REGISTRATION OPENS MARCH 11TH** 



734-424-4130



https://www.dexterschools.org/district/enrollment/kgy5

