

**WORK SESSION – UTILITIES SUPERINTENDENT TRANSITION  
6:00 p.m. – Copeland Board Room**

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL MEETING  
Monday, June 14, 2010**

**\*\*\*\*\*7:30 pm\*\*\*\*\***

**Dexter Senior Center, 7720 Dexter Ann Arbor Road**

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

- |                                       |                                    |                                      |
|---------------------------------------|------------------------------------|--------------------------------------|
| <b>B. ROLL CALL:</b> President Keough | J. Carson<br>D. Fisher<br>J. Smith | P. Cousins<br>J. Semifero<br>R. Tell |
|---------------------------------------|------------------------------------|--------------------------------------|

- C. APPROVAL OF THE MINUTES**
1. Regular Council Meeting – May 24, 2010

**Page # 1-6**

**D. PRE-ARRANGED PARTICIPATION:**  
*Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)*

**E. APPROVAL OF AGENDA:**

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

**F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

1. Proposed 2010-2011 Millage Rates

Consideration of: Resolution to Establish 2010-2011 Millage Rates

**Page # 7-8**

2. Proposed 2010-2011 Water/Sewer/Refuse Rates

Consideration of: Resolution for the Purpose of Establishing Water, Sewer, and Refuse Rates Effective July 1, 2010

**Page # 9-10**

3. Proposed 2010-2011 Budget – Will be a Consideration Item June 28, 2010

**Page # 11-12**

**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Letter to Teamsters Requested to Enter into Contract Negotiations
3. Huron River Watershed Member letter

**Page # 13-20**

**I. REPORTS:**

1. Washtenaw County Sheriff's Representative – Sgt. Gieske  
May Citation Report

**Page # 21-24**

2. Community Development Manager – Allison Bishop

**Page # 25-34**

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

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3. Board, Commission, & Other Reports- “Bi-annual or as needed”
  - Arts, Culture & Heritage Committee
  - Chelsea Area Planning Team / Dexter Area Regional Team
  - Dexter Area Chamber – Andy Kudwa**
  - Dexter Area Fire Department
  - Downtown Development Authority Chair – Dan O’Haver**
  - Farmers Market Representative
  - Gordon Hall Mgmt Team Representative
  - Huron River Watershed Council Representative
  - Library Board Representative
  - Parks & Recreation Commission
  - Planning Commission
  - Tree Board Chair
  - Washtenaw Area Transportation Study Policy/Technical Committee Reps
  - Western Washtenaw Area Value Express Representative

4. Subcommittee Reports
  - Website
  - Downtown Fire Detection
  - Economic Preparedness**

5. Village Manager Report **Page # 35-46**

6. President’s Report **Page # 47-48**

**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of: \$ 745,543.79 **Page # 49-56**

2. Consideration of: Request from Relay for Life to have live entertainment from 11 pm to 1 am on June 26, 2010. **Page # 57-58**

*“This meeting is open to all members of the public under Michigan Open Meetings Act.”*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

3. Consideration of: Commission/Committee Appointments  
Page # 59-60

4. Consideration of: 2010-2011 Budget Amendment  
Page # 61-62

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Discussion of: Facilities Next Steps  
Page # 63-64

**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: Downtown Development Authority 2010-2011 Budget  
Page # 65-68

2. Consideration of: Michigan Natural Resources Trust Fund Grant Agreement and Resolution  
Page # 69-88

3. Consideration of: Setting Public Hearings for July 12, 2010 for General Code Amendments to Chapter 18 Public Nuisances  
Page # 89-92

4. Consideration of: Investigating the Privatization of the Operation of the Wastewater Treatment Plant  
Page # 93-94

5. Consideration of: Village Manager Employment Agreement  
Page # 95-98

6. Consideration of: Treasurer/Finance Officer Employment Agreement  
Page # 99-102

7. Discussion of: Westside Connector Cost estimates for Engineering and Design  
Page # 103-106

**M. COUNCIL COMMENTS**

**N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS IN ACCORDANCE WITH MCL 15.268 Sec. 8(c)**

**P. ADJOURNMENT**



**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:31 by President Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan.

**B. ROLL CALL: President Keough**

J. Carson	P. Cousins
D. Fisher	J. Semifero
J. Smith	R. Tell

**C. APPROVAL OF THE MINUTES**

1. Work Session – May 5, 2010
2. Regular Council Meeting – May 10, 2010

Motion Smith; support Fisher to approve the minutes of the Work Session of May 5, 2010 and the Regular Council Meeting of May 10, 2010.

Unanimous voice vote for approval

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Smith: support Fisher to approve the agenda with the following changes:

- Move item J-3, Sign Request from St. Andrew's Church from the Consent Agenda to item L-6 under New Business
- Move Item J-6, Sign Request from the Dexter Soccer Club from the Consent Agenda to item L-7 under New Business
- Add item L-8 under New Business, Sign Request from the Dexter Garden Club

Unanimous voice vote for approval

**F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

None

**G. NON-ARRANGED PARTICIPATION**

Adam Zemke of 8737 Grove Drive, Dexter Township introduced himself as a candidate for District 1 County Commissioner.

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Joining Natural Resource Areas for Economic Sustainability Committee Information
3. Dexter Area Fire Fighters Local 4090 Request to Enter into Contract Negotiations with the Dexter Area Fire Department
4. Middle Huron River Watershed Update
5. Chelsea Are Planning Team / Dexter Area Regional Team Meeting Notes

Discussion followed on Fire Fighters Contract; updates on the Natural Resource Areas meeting held Friday, May 21 and the event planned for June 11 at Michigan International Speedway; and comments on the recent changes from Comcast that were not reported to Council and a request for a letter back to Comcast from the Village regarding the changes.

## I. REPORTS

1. Allison Bishop, Community Development Manager – written report

Ms. Bishop submits her report as per packet. Discussion followed on Mill Creek Park as to the completion date; the dislike of the use of chain link fencing and cover over the walkway in the Westside Connector; does the proposed plans for the connector include plans for a connection from the Dexter Library to Warrior Creek Park; does the Parks and Recreation Commission, Planning and Village Council have to approve the connector design; and the need to re-visit the sign ordinance dealing with sign setbacks.

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

*Western Washtenaw Area Value Express Representative (WAVE) – Jim Carson*

Mr. Carson reported that even though the WAVE adopted a deficit budget it now looks like that after seven months they are in the black and the WAVE has taken over the transit program for Chelsea Retirement Center; the WAVE has two new government sources of income from Webster township for \$5000 and Dexter Township for \$4400; and that in the past WAVE has received vehicles through the Michigan Department of Transportation (MDOT) and are now using a government program that will give them \$126,000 from the federal government and \$32,000 from MDOT for a new bus.

3. Subcommittee Reports  
Website - None  
Downtown Fire Detection - None  
Economic Preparedness - None

4. Village Manager Report

Mrs. Dettling submits her report as per packet. In the absence of the Village Manager, Assistant Village Manager Courtney Nicholls gave the following

updates: reported on the *Songs, Slams & S'mores* event held on May 22; the Farmers Market has vendors but needs customers, the County Commissioners may be looking to expand the number of Road Commissioners; there are some issues with the cape sealing on Broad Street; and the Downtown Development Authority (DDA) will not be able to make the \$10,000 match for the LED lighting project due to budget issues.

#### 5. President's Report

Mr. Keough submits his report as per packet. Mr. Keough reported that the purchase agreement was signed on the Berner property on May 21 and are now working on the survey and lot split; the DAPCO Re-development committee had its first meeting with Gary Vander Haagen acting as the chairperson and a request was made to Beckett and Raeder to submit a proposal for assisting with the committee; and the DDA is working on the 2010-2011 Budget, have expended the money from the Non-Taxable Bond, revenues will be down by \$70,000 more than expected and there will be a hold on future projects. Discussion followed on the DDA and not having funds for projects as previously promised, does Council approve the DDA budget and what is the relationship with Beckett and Raeder.

At 8:54 p.m. a recess was taken and the meeting re-convened at 8:57 p.m.

#### J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$152,429.34
2. Consideration of: Dexter Daze Committee request to place five (5) signs in the right of way from July 30 to August 15
4. Consideration of: Dexter Community Garden request to place two (2) signs in the right of way from May 25 to June 15
5. Consideration of: Reappointment of Brian Brassow and Randy Hermann to the Parks & Recreation Commission and John Coy and Sandy Hansen to the Tree Board

Motion Fisher; support Smith to approve items 1, 2, 4 and 5 of the consent agenda.

Unanimous voice vote for approval

#### K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: Village Manager recommendation to hire Tom Ryan as Village attorney for the cityhood process

Motion Cousins; support Carson to approve the Village Manager's recommendation to hire Tom Ryan as village attorney for the cityhood process.

Ayes: Cousins, Fisher, Semifero, Tell, Carson and Keough

Nays: Smith  
Motion carries 6-1

**L. NEW BUSINESS-Consideration of and Discussion of:**

1. Consideration of: Addition of reconstruction of Inverness between Forest and Main, including alley work to the water system project at a cost not to exceed \$120,000

Motion Semifero; support Carson to incorporate the reconstruction of Inverness from Forest to Main including alley work into the current water system project at a cost not to exceed \$120,000 for construction, testing, engineering and contingency and to include 22 feet roadway with gravel approaches and grass to the pavement.

Ayes: Smith, Semifero, Tell, Carson, Fisher and Keough  
Nays: Cousins  
Motion carries 6 to 1

2. Consideration of: Addition of corrosion control measures to the current water system project at a cost not to exceed \$43,000

Motion Tell; support Fisher to incorporate the addition of corrosion control treatment into the current water system project at a cost not to exceed \$43,000 for engineering and construction.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith and Keough  
Nays: None  
Motion carries

3. Consideration of: Purchase of an Elgin Pelican street sweeper for an amount not to exceed \$148,000 and metering equipment for an amount not to exceed \$7,700

Motion Cousins; support Smith to approve the purchase of an Elgin Pelican sweeper for an amount not to exceed \$148,000 and metering equipment for an amount not to exceed \$7,700.

Ayes: Tell, Carson, Cousins, Smith, Fisher, Semifero and Keough  
Nays: None  
Motion carries

4. Consideration of: Contract with Norfolk Southern for Broad Street Crossing Review

Motion Carson; support Tell to approve the agreement between the Village of Dexter and Norfolk Southern Railway Company for preliminary engineering services for the Broad Street Crossing not to exceed \$10,000.

Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell and Keough  
Nays: None

Motion carries

5. Consideration of: Recommendation regarding the 2010-2011 sidewalk replacement program

Motion Tell; support Semifero to allow the \$13,800 in the current budget to go back into the General Fund reserves to be used in fiscal year 2010-2011.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson and Keough

Nays: None

Motion carries

6. Consideration of: St. Andrew's United Church of Christ request to place eight (8) signs in the right of way from June 1 to June 12

Original motion by Semifero; support Cousins to approve the sign request from St. Andrew's United Church of Christ for eight signs in the right of way from June 1 to June 12.

Motion Smith; support Fisher to amend the motion to read two (2) large and five (5) small signs.

Ayes: Smith, Semifero, Tell, Carson, Fisher and Keough

Nays: Cousins

Motion carries 6 to 1

Amended motion now reads to approve the sign request from St. Andrew's United Church of Christ for two (2) large and five (5) small signs to be place in the right of way from June 1 to June 12.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith, and Keough

Nays: None

Motion carries

7. Consideration of: Dexter Soccer Club request to place eight (8) signs in the right of way from May 28 to June 12

Motion Fisher; support Smith to approve the request from Dexter Soccer Club to place five (5) signs in the right of way from May 28 to June 12

Ayes: Tell, Carson, Smith, Fisher, Semifero and Keough

Nays: Cousins

Motion carries 6 to 1

8. Consideration of: Dexter Garden Club request to place six (6) signs in the right of way from May 25 to June 5

Motion Fisher; support Smith to approve the request from Dexter Garden Club to place five (5) signs in the right of way from May 25 to June 5.

Ayes: Carson, Fisher, Smith, Semifero, Tell and Keough

Nays: Cousins

Motion carries 6 to 1

**M. COUNCIL COMMENTS**

Tell	When do you have to file for re-election?
Carson	None
Fisher	Praised the Assistant Village Manager for her participation in the drawing held for the Creekside Garden at the recent fund raiser.
Jones	Relay for Life's <i>Show Us Your Hope</i> was held on Saturday at Gordon Hall.
Smith	Complimented Dexter Builders for the cleanup around the Gazebo for weekend use. The Economic Preparedness Committee will meet on Monday, June 7 at 4:30 pm
Cousins	Waiting to have the Community Garden plowed due to rain. Mr. Cousins answered question regarding Mill Creek and the rain and related more information on the <i>Songs, Slams and S'mores</i> event.
Semifero	Request that a consideration item to investigate privatizing some services at the waste water treatment plant be included for the next Council meeting.

**N. NON-ARRANGED PARTICIPATION**

Mary Fialkowski of 8055 Forest Street, Dexter mentioned that cars are going extremely fast around the curve from Jeffords Street to Forest and the need for a barrier.

**O. ADJOURNMENT**

Motion Smith support Fisher to adjourn at 10:26 pm

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

Approved for Filing: \_\_\_\_\_





Resolution # 2010

**RESOLUTION FOR THE PURPOSE OF ESTABLISHING WATER,  
SEWER AND REFUSE RATES EFFECTIVE JULY 1, 2010 FOR  
THE VILLAGE OF DEXTER, MICHIGAN**

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Keough on June 14, 2010 at 7:30 p.m., the following resolution was offered:

Moved by: \_\_\_\_\_ Second by: \_\_\_\_\_

WHEREAS, Village Council has accepted the "Fund Analysis and Rate Study" on April 10, 2006, which provides a cost of service analysis to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the "Fund Analysis and Rate Study" is available for public inspection at the Village Office, and

WHEREAS, the Village published these proposed rates prior to their adoption, and provided a "Public Informational Meeting" on June 2010 for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution.

NOW THEREFORE BE IT RESOLVED:

Water Rates (+3%) – Effective July 1, 2010 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$6.51
First Meter Per 1,000 Gallons	\$2.94
Second Meter Per 1,000 Gallons (135%)	\$3.97

Sewer Rates (+3%) – Effective July 1, 2010 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.63
Per 1,000 Gallons	\$6.93

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	2%
Turn-on and Turn-off Charges	\$35
Meter Calibration Charge	\$35
Water Only Meter	\$250

Refuse Rates– Effective July 1, 2010:

Monthly Fee	\$17.50
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Extra Strength Surcharges– Effective July 1, 2010:

BOD in excess of 300 mg/l	\$0.09/pound
Suspended solids in excess of 275 mg/l	\$0.1/pound
Phosphorous as P in excess of 16 mg/l	\$1.41/pound

Industrial Cost Recovery– Effective July 1, 2010:

Water usage in excess of 22 gpepd	\$0.140 per 1,000 gallons
BOD in excess of 300 mg/l	\$0.09/pound
Suspended solids in excess of 275 mg/l	\$0.1/pound
Phosphorous as P in excess of 16 mg/l	\$1.41/pound

AYES:

NAYS:

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Carol Jones, Clerk

RESOLUTION DECLARED ADOPTED THIS 14<sup>TH</sup> DAY OF JUNE 2010

AGENDA 6-14-10

ITEM F-3

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

### MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: June 14, 2010**  
**Re: 2010-2011 Budget Public Hearing**

Provided for your review is an updated 2010-2011 Budget. As was mentioned at the May 24, 2010 meeting the DDA will not be able to make a portion of the grant match for the LED project, so the budget has been modified to accommodate this additional \$10,000. We also received our 2010-2011 Workers' Compensation insurance premium that required an increase to the workers comp. line items in several of the funds. The estimated year end of the Mill Creek Park line item has also been changed to show expending the entire line item plus the amount in the proposed amendment.

The items that have been modified are shown in bold.



## 2010 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Village Council	6/14/2010	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Downtown Development Authority	6/14/2010	12:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Planning	6/14/2010	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Township Board	6/15/2010	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	6/15/2010	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Joe Semifero
Webster Township Board	6/15/2010	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Regional Fire Consolidation	6/16/2010	3:30 p.m.	Dexter District Library		Shawn Keough
Washtenaw Area Transportation Study-Policy	6/16/2010	9:30 a.m.	Scio Township Hall	<a href="http://www.miwatts.org/">http://www.miwatts.org/</a>	Jim Carson
Webster Township Planning	6/16/2010	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Dexter Downtown Development Authority	6/17/2010	7:30 a.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Healthy Community Steering Committee	6/17/2010	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Chelsea Area Planning Team/Dexter Area Regional	6/21/2010	7:00 p.m.	Sylvan Township	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Community Schools Board of Education	6/21/2010	7:00 p.m.	Creekside Intermediate School	<a href="http://web.dexter.k12.mi.us/">http://web.dexter.k12.mi.us/</a>	
Dexter Village Zoning Board of Appeals	6/21/2010	7:00 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Ray Tell
Scio Township Board	6/22/2010	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	6/22/2010	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Southeast Michigan Council of Governments	6/24/2010	4:30 p.m.	Detroit Institute of Arts	<a href="http://www.semco.org">http://www.semco.org</a>	
Dexter Village Council	6/28/2010	7:30 p.m.	Creekside Intermediate School	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Scio Township Planning	6/28/2010	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	

AGENDA 6-14-10  
ITEM M-1

Due to the possibility of cancellations please verify the meeting date with the listed  
website or the Village Representative





# VILLAGE OF DEXTER

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

AGENDA 6-14-10

ITEM M-2

## Village Council

Shawn Keough  
President

Jim Carson  
Trustee

Paul Cousins  
Trustee

Donna Fisher  
Trustee

Joe Semifero  
Trustee

James Smith  
Trustee

Ray Tell  
President Pro-Tem

## Administration

Donna Dettling  
Manager

Carol Jones  
Clerk

Marie Sherry, CPFA  
Treasurer/Finance  
Director

Courtney Nicholls  
Assistant Village  
Manager

Ed Lobdell  
Public Services  
Superintendent

Allison Bishop, AICP  
Community  
Development  
Manager

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

May 20, 2010

Kurt Augustine  
Union Steward Local 214  
3600 Central Street  
Dexter, MI 48130

Al Lewis  
Teamsters State, County & Municipal Workers Local 214  
2825 Trumbull Avenue  
Detroit, MI 48216-1290

Re: Contract Notice

Dear Kurt:

The Village of Dexter would like to initiate the Contract Notice for negotiations of our current contract with Teamsters Local 214, term ending February 29, 2011.

We would like to offer the week of June 14, 2010 for our first meeting to set ground rules including but not limited to a meeting schedule. Let me know what day that week works best and I'll coordinate schedules with Village representatives.

Sincerely,

  
Donna Dettling  
ddettling@villageofdexter.org

cc: Village Council





Huron  
River  
Watershed  
Council

*Protecting the river since 1965*

1100 N. Main Street, Ann Arbor, MI 48104  
(734) 769-5123 | fax (734) 998-0163  
www.hrwc.org

AGENDA 6-14-10

ITEM H-3

May 19, 2010

**To:** *Huron River Watershed Council Member Communities*  
**From:** *Laura Rubin, Executive Director*

I'm writing to thank you for your support of the Watershed Council, to provide you with a brief update on the accomplishments of the past year and to submit an invoice for services in the coming year.

First, thank you for your continued support of the Watershed Council's work. I know that your budgets are tight and that every dollar counts. Your membership counts; it goes directly to protect clean water, recreational opportunities and to a high quality of life. It allows us to provide services and conduct research not otherwise provided through grant funding and provide matching funds for grants. The Watershed Council currently matches each dollar of government member dues with over **nine dollars** from other sources.

This past year the Watershed Council continued to expand its programs and services and to receive accolades for that work. The enclosed material gives you an overview of the services we provide to member governments and a brief summary of our successes in 2009.

The formula for calculating dues for membership in the Watershed Council remains the same:

- The formula for cities, villages, and townships is \$0.10 per capita;
- The formula for counties is \$0.05 per capita plus \$1.50 per square mile in the watershed.

Dues have been calculated based on the 2009 estimated census data; the minimum value for annual dues remains \$400; dues for larger communities have no cap; and communities are only billed for the percentage of their population estimated to live within the watershed.

We understand the financial pressures on local resources and are happy to come to your board meeting to talk about the benefits of membership and answer questions. Please feel free to call me or your Watershed Council Board representative.

Again, thank for your membership in the Huron River Watershed Council. We look forward to another year of working collectively to protect and restore the Huron.

Yours truly,

Laura Rubin  
Executive Director  
Lrubin@hrwc.org

*renewed  
6/14/10*

## **HURON RIVER WATERSHED COUNCIL**

### **Services Provided to Member Governments**

The Huron River Watershed Council is a public, nonprofit coalition of local governments, businesses, and citizens established to protect the Huron River and its tributary streams, lakes, wetlands, and groundwater. Membership is voluntary for municipalities located wholly or partially within the Huron River Watershed. Annual membership dues for townships, cities, and villages are assessed at a rate of \$0.10 per capita (based on 2009 estimated census figures). Annual dues for counties are assessed at a rate of \$0.05 per capita (watershed population) plus \$1.50 per square mile of watershed area. Each community is able to appoint one representative and an alternate to the Council for each 20,000 in population. For counties, representation is based upon the population of eligible communities not otherwise represented. The following are programs and services of the Council that communities receive for their membership.

#### ***I. Water Quality Monitoring and Education***

##### **A. Promote and Coordinate Studies Regarding Water Resources**

1. HRWC staff, board members, and volunteers serve on local river/watershed related committees and work with lake associations, municipal agencies and departments as requested;
2. The Council performs fieldwork to generate water quality information (stream and river quality, too), and utilizes that and other existing water quality and quantity information to develop watershed management plans for priority areas of the Huron River Basin;
3. The Adopt-A-Stream program generates creek reports for the creeks and streams in the monitoring program.

##### **B. Prepare periodic reports concerning emerging issues within the Huron River Watershed**

##### **C. Provide specific information to the public regarding the Huron River, its lakes, streams, flood plains, wetlands and groundwater, and research conducted by the Council**

##### **D. Distribute a quarterly newsletter on water resource issues**

The newsletter informs members of Council activities and emerging issues regarding water quality and the Huron River. Copies are provided for each member of the community's governing board and planning commission. Additional copies are provided for distribution to the public visiting the municipal offices and through area public libraries. Additional action bulletins/e-mails are distributed when the need arises to detail important initiatives affecting the river.

##### **E. Conduct presentations, workshops, and hands-on educational programs on the Huron River and its ecosystem**

1. We train teachers in the use of environmental education materials on rivers, wetlands, and groundwater, and develop new curricula to augment existing curricula;
2. The Council has developed the State's premiere Adopt-A-Stream program through which citizen volunteers receive hands-on training to learn stream ecology, assess the health of area creeks and take action locally to protect these sensitive systems;



AGENDA 6-14-10  
ITEM 4-4

June 1, 2010

Donna Dettling, Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

Dear Ms. Dettling:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some changes. Customers will be notified of these changes via bill messages.

Effective August 1, 2010, the name of Digital Classic will change to Digital Preferred. This name change will not impact pricing or the channels that customers currently receive.

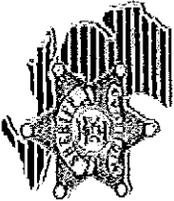
Also, the Late Fee charge will increase from \$7.00 to \$8.00 as a result of increased business costs.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton  
Government Affairs Manager  
Comcast, Michigan Region  
41112 Concept Drive  
Plymouth, MI 48170





# Washtenaw County Sheriff's Activity Log

Area: 39 Dexter Village  
Date Range: 05/01/2010 - 05/31/2010

## Activity Log Citation by Area Report

Log ID: 198121	Date: 05/01/2010	Location: FOREST AND BROAD	
Log ID: 198121	Date: 05/01/2010	Location: 4TH AND HUDSON	
Log ID: 198121	Date: 05/01/2010	Location: FOREST AND BROAD	
Log ID: 198251	Date: 05/01/2010	Location: DEX A2/ ZEEB	
Log ID: 198422	Date: 05/03/2010	Location: HRD/MAST	
Log ID: 198846	Date: 05/05/2010	Location: FOREST AND BROAD	
Log ID: 199010	Date: 05/05/2010	Location: FOURTH/HUDSON	Ticket #: SH261074
Citation 1: C/I Violation of posted speed limit			
Log ID: 199010	Date: 05/05/2010	Location: ANN ARBOR/DAN HOEY	
Log ID: 199072	Date: 05/06/2010	Location: 4TH AND HUDSON	
Log ID: 199182	Date: 05/06/2010	Location: 4TH / HUDSON	
Log ID: 199182	Date: 05/06/2010	Location: MAIN / BAKER	Ticket #: SH-263493
Citation 1: C/I Disobey traffic signal			
Log ID: 199182	Date: 05/06/2010	Location: ANN ARBOR / INVERNESS	Ticket #: SH-263494
Citation 1: C/I Violation of posted speed limit			
Log ID: 199182	Date: 05/06/2010	Location: ANN ARBOR / BAKER	
Log ID: 199193	Date: 05/06/2010	Location: ANN ARBOR/CARRINGTON	Ticket #: SH261076
Citation 1: C/I Violation of posted speed limit			
Log ID: 199193	Date: 05/06/2010	Location: DEXTER ANN ARBOR/CARRINGTON	Ticket #: SH263503
Citation 1: C/I Violation of posted speed limit			
Log ID: 199193	Date: 05/06/2010	Location: ANN ARBOR/INVERNESS	
Citation 1: C/I Other: DEFECTIVE TAILLIGHT			
Log ID: 199269	Date: 05/07/2010	Location: FOREST AND BROAD	Ticket #: SH261077
Log ID: 199269	Date: 05/07/2010	Location: HUDSON AND 4TH	
Log ID: 199492	Date: 05/08/2010	Location: 4TH AND HUDSON	
Log ID: 199559	Date: 05/08/2010	Location: ANN ARBOR/CARRINGTON	Ticket #: SH263507
Citation 1: C/I Other: DEFECTIVE BRAKE LIC			
Log ID: 199901	Date: 05/11/2010	Location: BROAD/MAIN	Ticket #: SH263051
Citation 1: C/I License & Registration			
Log ID: 199993	Date: 05/11/2010	Location: BAKER & DAN HOEY	
Log ID: 200052	Date: 05/12/2010	Location: DEXTER ANN ARBOR/HURON VIEW	
Log ID: 200052	Date: 05/12/2010	Location: ANN ARBOR/HURON VIEW	Ticket #: SH255851

AGENDA 6-14-10  
ITEM I-1

Citation 1: C/I	no proof of insurance		
Log ID: 200166	Date: 05/12/2010	Location: ANN ARBOR/CARRINGTON	
Log ID: 200166	Date: 05/12/2010	Location: ANN ARBOR/INVERNESS	
Log ID: 200365	Date: 05/13/2010	Location: ANN ARBOR/FORSHEE	
Log ID: 200365	Date: 05/13/2010	Location: ANN ARBOR/INVERNESS	Ticket #: SH263512
Citation 1: C/I		Other: DEFECTIVE TAIL LIGHT	
Log ID: 200441	Date: 05/14/2010	Location: BROAD AND FOREST	
Log ID: 200555	Date: 05/14/2010	Location: CARRINGTON/ANN ARBOR	Ticket #: SH263513
Citation 1: C/I		License & Registration	
Log ID: 200638	Date: 05/15/2010	Location: 4TH AND HUDSON	
Log ID: 200680	Date: 05/15/2010	Location: ANN ARBOR/KENSINGTON	
Log ID: 200680	Date: 05/15/2010	Location: ANN ARBOR/INVERNESS	
Log ID: 200760	Date: 05/16/2010	Location: 4TH AND HUDSON	
Log ID: 201138	Date: 05/18/2010	Location: DEXTER/ANN ARBOR	Ticket #: SH263811
Citation 1: C/I		Other: IMPEDING	
Log ID: 201138	Date: 05/18/2010	Location: DEXTER/ANN ARBOR	
Citation 1: C/I		Other: IMPEDING	Ticket #: SH263812
Log ID: 201220	Date: 05/19/2010	Location: BROAD AND FOREST	
Log ID: 201410	Date: 05/20/2010	Location: FOREST AND BROAD	
Citation 1: C/I		Other: STOP SIGN	Ticket #: SH 241 095
Log ID: 201410	Date: 05/20/2010	Location: 4TH AND HUDSON	
Log ID: 201641	Date: 05/21/2010	Location: BROAD AND FOREST	
Log ID: 201826	Date: 05/22/2010	Location: 4TH AND HUDSON	
Log ID: 202242	Date: 05/25/2010	Location: MAIN/ALPINE	Ticket #: SH211874
Citation 1: C/I		defective brakelight	
Log ID: 202505	Date: 05/26/2010	Location: MAST/HRD	
Log ID: 202590	Date: 05/26/2010	Location: ANN ARBOR/INVERNESS	
Log ID: 202635	Date: 05/27/2010	Location: BROAD AND FOREST	
Log ID: 202635	Date: 05/27/2010	Location: HUDSON AND 4TH	
Log ID: 202696	Date: 05/27/2010	Location: MAIN/ALPINE	
Log ID: 202696	Date: 05/27/2010	Location: CENTRAL/2ND	
Log ID: 202696	Date: 05/27/2010	Location: CENTRAL/2ND	
Log ID: 202696	Date: 05/27/2010	Location: CENTRAL/2ND	
Log ID: 202696	Date: 05/27/2010	Location: CENTRAL/2ND	
Log ID: 202820	Date: 05/28/2010	Location: GRAND AND BROAD	
Log ID: 202820	Date: 05/28/2010	Location: 4TH AND HUDSON	
Log ID: 202853	Date: 05/28/2010	Location: ANN ARBOR / INVERNESS	
Log ID: 202997	Date: 05/30/2010	Location: BROAD AND FOREST	

Log ID: 203117 Date: 05/30/2010 Location: BAKER AND FOREST  
Log ID: 203129 Date: 05/30/2010 Location: ANN ARBOR / INVERNESS  
Log ID: 203298 Date: 05/31/2010 Location: SECOND / DOVER

Total Traffic Stops: 58

Activity Log Citation by Area Report

Total Citations Issued: 15  
Total Citation1's: 15  
Total Citation2's: 0  
Total Citation3's: 0  
Tickets Not Issued: 43

Traffic Stops that ended in an Arrest: 0





VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE

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

AGENDA 6-14-10

ITEM I-2

**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: June 14, 2010

**MILL CREEK PARK**

**MDNRE Permit Submittal** – JJR and ECT intend to submit the MDNRE (formerly MDEQ) permit for the Mill Creek Park on Monday, June 14<sup>th</sup>. By the end of June design development documents should be complete and then the Waterways and MNRTF Grant Administrators would review and approve the plans. Following feedback from the MDNRE permit reviewers the tentative goal would be to bid the project in August, with construction starting in the fall. The permit submittal and design development documents are being designed to be as close to the Mill Creek Park Master Plan vision, while reducing the wetland impacts through repositioning the amphitheatre and ADA access ramp.

**ECT Wetland Delineation** – ECT has been authorized to conduct a wetland delineation of the Mill Creek Properties (Bernier) property currently under a purchase agreement with the Village. The delineation is required for the MDNRE permit submittal. The wetland delineation for the east side of the Mill Creek will also be reviewed again to see if there have been any additional changes in the wetlands.

**Cedars of Dexter, UMRC** – A minor amendment request was submitted by UMRC (United Methodist Retirement Community) to permit a reduction in the required landscape plan due to challenges that they have encountered in implementation of the plan. UMRC has also requested to NOT construct the gazebo and sidewalk pathways at the center of the development to additionally reduce the land area to be disturbed and reduce the tree removal. Per the ordinance staff is permitted to notify Planning Commission and Council of the proposed amendment. Attached is staff's memo to the Planning Commission regarding staff decision to authorize the amendment. As part of the amendment UMRC has agreed to contribute an additional amount to the Tree Replacement Fund as required per the ordinance, Section 6.14F, attached. The funds would be in addition to those funds already being contributed for tree removal and as outlined in the development agreement. The initial agreed upon contribution is \$210,318. UMRC has recently contacted the Village; email attached, and requested that the Village may benefit in more than one area with some flexibility in the use of the contribution. UMRC would prefer to spread the contribution out over several projects to increase the public benefit of the funds. Pursuant to the email UMRC would propose to contribution a portion of the funds to the Mill Creek Park, Trees and the Westside Connector. It is anticipated based on the tree calculations that the total contribution would be \$240,188.52. Given the current ordinance and policy adopted by Council (attached) in order for the Village to permit flexibility in the contribution an ordinance amendment or a policy amendment would be required. Please discuss and provide staff with guidance on how to proceed.

## PLANNING COMMISSION

### **June Meeting Agenda**

The Planning Commission did not have a quorum for the June meeting, so the following was announced to the audience.

Article 7, Signs will be set for public hearing – action is not required by the Planning Commission, public hearings can be set administratively and will be done so for July 6<sup>th</sup>.

Cedars of Dexter, UMRC's request for a minor amendment – The ordinance requires staff notify the Planning Commission, no official action required. Staff's recommendation will be forwarded to Council.

Article 1, Section 10, Animals, will be postponed for the July meeting. The ordinance addresses chickens, bees, livestock, dogs, etc.

Article 2, Section 18, Public Nuisances will be forwarded to Council to set a public hearing.

Washtenaw County Parks trail plans will be postponed until the July 6<sup>th</sup> meeting.

Please feel free to contact me if you have any questions.  
Thank you.



**Memorandum**

To: Planning Commission  
 Donna Dettling, Village Manager  
 From: Allison Bishop, AICP, Community Development Manager  
 Re: Cedars of Dexter PUD – Minor Amendment Request  
 Date: June 7, 2010

United Methodist Retirement Community (UMRC) has requested a minor amendment to the PUD for the Cedars of Dexter project for two site plan amendments.

1. A reduced landscape plan due to challenges that they have encountered during the implementation of the approved landscape plan and at the recommendation of their landscape consultant.
2. Removal of the center gazebo and sidewalks due to the resulting tree removal and safety concerns for the residents. This also reduces the areas disturbed by construction and development.

The applicant is requesting reductions in the plant material shown on the approved site plan due to the overcrowding of the site and the trees competition for space, light and water, which would reduce their success, normal growth and health.

The applicant is also requesting an amendment to eliminate the gazebo and sidewalks proposed for the center of the site due to the additional tree removal that would be required and the effort to preserve as much of the remaining woodlot as possible. The applicant has also stated that they have concerns with the safety of the pathways given the proposed users and given that the pathways are not proposed to be lit.

Pursuant to the approved and amended landscape plan included in the packet the applicant is proposing the following:

APPROVED SITE PLAN	AMENDED SITE PLAN REQUEST	DIFFERENCE
Required Mitigation trees= 2398	Required Mitigation trees= 2377	21 trees
Proposed Mitigation trees= 498	Proposed Mitigation trees= 241	257 trees

Amended Additional Mitigation Requirement 257-21 = 236 trees @ \$126.57/tree = \$29,870.52

**ORDINANCE EXCERPT**

Per Article 19, PUD, Section 19.13 Amendment and Revision:

- A. A developer may request a change in an approved area plan, an approved preliminary site plan, or an approved final site plan. A change, which results only in a minor change as defined in this Section and as determined by the Zoning Administrator, shall only require a revision to the approved plan and may be approved by the Village Zoning Administrator after **notification to the Planning Commission and Village Council** and provided the minor change will not significantly alter the PUD as approved by the Village Council, including the appearance of the development and further provided that such change is minor as defined in this Section 19.13.
  
- B. A request for an amendment shall be made in writing to the Zoning Administrator and shall clearly state the reasons therefore. Such reasons shall be based upon considerations such as changing social or economic conditions, **potential improvements in layout or design features, unforeseen difficulties**, or advantages mutually affecting the interest of Village of Dexter and the developer, such as technical causes, site conditions, state or federal projects and installations, and statutory revisions. Following payment of the appropriate fee, the developer shall submit the required information to the Zoning Administrator for review.
  
- D. Minor changes shall include the following:
  - 1. A change in residential floor area.
  - 2. An increase in nonresidential floor area of five (5) percent or less.
  - 3. Horizontal and/or vertical elevation changes of five (5) percent or less.
  - 4. **Designated "Areas not to be disturbed" or open space may be increased.**
  - 5. Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
  - 6. Changes to building materials to another higher quality material.
  - 7. Changes in floor plans, which do not alter the character of the use.
  - 8. Slight modification of sign placement or reduction of size.
  - 9. **Minor variations in layout, which do not constitute major changes.**
  - 10. An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

## REVIEW

Review of the proposed revised landscape plan shows that amendments are primarily being proposed at the center of the site where the gazebo and pathways were originally proposed.

Other areas of significant change are along Island Lake Road and within the Island Lake Road right-of-way. Minor planting amendments have been made to the buffers along the Gordon Hall Drive and around the club house. Plantings have also been reduced throughout the development to "thin out" the plant material and allow for better distance between plantings.

Based on the ordinance and landscaping and planting guidelines and recommendations it is my intention as the Zoning Administrator to approve the applicant's minor amendment request based on the following:

- 1. Potential improvements in layout and landscaping design features that result in a better landscape plan with less plant material, but a higher survival rate based on recommended plant spacing and layout.

2. Unforeseen difficulties in the proposed landscape plan.
3. Reduction in the areas to be disturbed and the applicants desire to eliminate a private gazebo and pathway system that is causing safety concerns.

The approval would be granted only if Section 6.14F tree replacement standards are met through a contribution to the Tree Replacement Program or as otherwise approved by the Village Council and the applicant and noted in the development agreement.

It has been proposed by the applicant to make an additional donation in lieu of installing the proposed landscape plan. The donation would be in combination with the \$210,318 contribution to the Tree Replacement Fund. The donation would be based on the same calculation that was used to determine the initial contribution (\$126.57 per tree).

Based on the revised site plan information a donation of approximately \$29,870.76 will be made to the Village.

**ACTION REQUESTED**

Pursuant to the ordinance the Zoning Administrator is permitted to make a determination on an amendment request. Based on the information provided by the applicant and their consultant and as recommended by staff it is my intention as the Zoning Administrator to approve the amendment as minor. Prior to presenting the information to Council I am requesting that the Planning Commission make a determination on the request and support of the intent to approve.

**SUGGESTED MOTIONS**

The Planning Commission moves to supports staffs intent to approve the requested amendment submitted by the United Methodist Retirement Communities (UMRC) for the Cedars of Dexter PUD to permit a reduced landscape plan, as discussed in the memo, and remove the gazebo and sidewalks from the center of the development to reduce the areas to be disturbed, if UMRC intends to mitigate the required tree planting and removal through a contribution to the Tree Replacement Program or otherwise.

OR

The Planning Commission moves to postpone the request submitted by United Methodist Retirement Communities (UMRC) for Cedars of Dexter until \_\_\_\_\_(date)\_\_\_\_\_ to allow the applicant more time to gather the following information:

1. \_\_\_\_\_
2. \_\_\_\_\_

Please contact me prior to the meeting with questions.

Thank you,

- F. Where it is not feasible and/or desirable to replace or relocate trees on site, according to the above listed schedule, the Planning Commission may require greater size for replacement trees, require replacement trees at another location on public property in the Village, or require contributions to the Village's Tree Replacement Program.

Where the applicant demonstrates that it is not possible to mitigate all replacements on site, the Planning Commission may also consider the planting of two ornamental trees per one required replacement tree.

On site replacement and/or relocation shall be required for permitted activities in accordance with the replacement schedule of this section. Every effort should be made to relocate or mitigate trees on site. Off site mitigation or contribution to the Village's Tree Replacement Program shall only be allowed after the applicant has demonstrated that on site mitigation is not practical or feasible. The requirement for on site mitigation may be altered or waived by the Planning Commission if the proposal meets the following criteria:

1. The proposal meets all other ordinance requirements.
2. The applicant can clearly demonstrate that there is inadequate planting area for the healthy installation of the required trees on site and that maximum effort has been put into locating as many of the required trees as possible.
3. The applicant has made every reasonable effort to preserve as many of the existing on site trees as possible.
4. The proposal demonstrates environmental sensitive design in terms of topography, stormwater management, soil erosion management, etc.

Should the proposal meet the above criteria, the Planning Commission may reduce the requirement for on site mitigation of replacement trees and permit mitigation off site at an approved location or by contribution to the Village's Tree Replacement Program. Off site mitigation or financial contribution shall only apply if the Planning Commission should determine that no practical or feasible alternative exists for on site mitigation. Payment to the program per tree removed shall be in accordance with replacement fee schedule as established by Village Council resolution. Contributions placed in the Tree Replacement Program shall be used in accordance with the Tree Replacement Program Policy Statement.

#### **Section 6.15 TREE PROTECTION DURING CONSTRUCTION**

**Placement of Materials Near Trees.** No person shall conduct any activity within the dripline of any tree designated to remain including, but not limited to, placing solvents, building materials, construction equipment, or soil deposits within the drip line. Nor shall vehicles or construction equipment be operated in such close proximity of an existing tree so as to cause compaction of the soil within the dripline of the tree which is to remain.

**Attachments to Trees.** During construction no person or entity shall attach any device or wire to any tree which is to remain after construction.

## Allison Bishop

---

**From:** Kate Collins [Kate@umrc.com]  
**Sent:** Friday, June 04, 2010 3:26 PM  
**To:** Allison Bishop  
**Subject:** Development Agreement Cost Allocation  
**Follow Up Flag:** Follow up  
**Due By:** Monday, June 07, 2010 12:00 AM  
**Flag Status:** Red

Hi Allison,

Much time has passed since we negotiated the Development Agreement between the Cedars of Dexter and the Village of Dexter. As we reopen a dialog that will involve additional tree mitigation I am wondering if the Village would consider some flexibility in the source of our donation?

From the beginning, UMRC felt very strongly that a Tree Mitigation Donation should not be used to balance a budget or fix an infrastructure problem. We were very strident in our efforts to have these dollars be invested back in plant material to offset the necessary site work at the Cedars of Dexter.

As we open these conversations two plus years later, as part of your community we would like to propose another potential option. We are going to make a donation slightly shy of 250,000. Can we earmark portions of this to some very worthy projects that you are undertaking for the good of the entire community? Perhaps a large portion could fund the Westridge connection, a smaller portion could support Mill Creek Park and you could leave a small sum in your coffers to start your community tree fund.

Just a thought,

Kate Collins

## VILLAGE OF DEXTER TREE REPLACEMENT RESTRICTED ACCOUNT

### POLICY STATEMENT

2008

The Village of Dexter, by resolution of the Village Council and pursuant to Article VI, Section 6.14 (Tree) Replacement Standards, shall establish a restricted account for the purpose of accepting contributions for the sole purpose of funding planting and preservation of trees within the Village of Dexter. Planting and preservation shall include the purchase and planting of trees and the purchase of materials to assure the success of the planting including, but not limited to, water bags, mulch and stakes. The restricted account shall be entitled "Tree Replacement Restricted Account".

Any individual, corporation, agency or entity, public or private, may make unrestricted contributions to the account pursuant to Section 6.14 of the Village of Dexter Zoning Ordinance.

The Tree Replacement Restricted Account shall be administered and audited through the normal administrative structure of the Village of Dexter. The Village Manager or designee shall be responsible for the ultimate administration and accounting of all funds held in the account.

Funds in the Tree Replacement Restricted Account may be used to produce informational materials about tree planting and care. Such materials shall be approved by the Tree Board.

It is not the intent that funds in the Tree Replacement Restricted Account be used for routine or long-term tree maintenance, such as tree trimming or general storm damage clean-up. Maintenance activities shall be funded and administered through the Village of Dexter's general operating fund. In the event of a natural disaster, epidemic disease, or insect infestation, funds in the restricted account may be used to remove and replace trees, provided use of the funds is recommended by the Tree Board and approved by the Village Council.

Contributors shall receive a copy of this policy statement. Additionally, contributors shall be given a standardized certificate of appreciation. Funds deposited in the Tree Replacement Restricted Account become the property of the Village of Dexter. Contributors shall be required to sign a release acknowledging their non-refundable. The release shall also serve as a receipt for tax purposes.

The Village of Dexter may from time to time amend the "Tree Replacement Account Policy Statement" by resolution of the Dexter Village Council.

Motion: Carson

Support: Smith

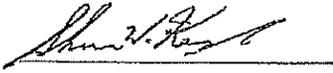
Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell, Keough

Nays: None

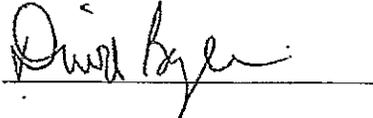
Absent: None

Resolution recommended by the Tree Board on the 22<sup>nd</sup> day, January 2008.

Resolution declared adopted by the Village Council this 28<sup>th</sup> day, January 2008.



Shawn Keough, Village President



David Boyle, Village Clerk



# AGENDA 6-19-10

## ITEM I-5

Manager Report  
June 14, 2010  
Page 1 of 2

### VILLAGE OF DEXTER

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 11 Fax (734)426-5614

### MEMO

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: June 8, 2010**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of June 14, 2010**

1. Meeting Review:
  - June 1<sup>st</sup> – Scott Lucas, DCS Community Education see item #3
  - June 2<sup>nd</sup> – Joe Schulz, Mill Creek Terrace
  - June 2<sup>nd</sup> – Tom Ryan, Cityhood Attorney, see memo for update
  - June 3<sup>rd</sup> - Progress meeting Water Improvements
  - June 3<sup>rd</sup> - Progress meeting Sewer Improvements
  - June 7<sup>th</sup> – Economic Development Committee
  - June 8<sup>th</sup> – Bill Clark at Clark-MXR, Inc. see item #10
2. Upcoming Meeting Review:
  - June 10<sup>th</sup> – Chelsea Wellness Foundation Survey Meeting
  - June 11<sup>th</sup> – Jon Carlson, Northern United Brewing
  - June 14<sup>th</sup> – DDA Financial Tom Covert, Marie Sherry
  - June 17<sup>th</sup> – DDA meeting
  - June 17<sup>th</sup> - Progress meeting Sewer Improvements
  - June 17<sup>th</sup> - Progress meeting Water Improvements
3. New Community Education Staff Person. Scott Lucas contacted me for an introduction, he was recently hired by the Dexter Community School to head the Community Education and Athletics Department.
4. LED Grant. Waiting for updated report from Mike Bergren of Park Avenue Lighting. The next step will be to have a discussion about which bulb to bid. It is staff's intention to complete the bid document in house once a decision has been made on the bulb specifications. We are working towards being ready to release the bid in July and complete construction by September to stay on track with the grant requirements.
5. New location. Reminder: starting with the next Council meeting and ending after the August 23, 2010 meeting, we will be relocated to the Creekside School cafeteria. All Village meetings will be held at Creekside while Copeland is under construction.
6. Community Garden Update Attached is an update.
7. 2009 Road Maintenance Project Update. The contractor who performed the cape sealing last summer, Highway Maintenance, returned the week of May 31 to repair the areas of failure on Dan Hoey and Broad. The work was completed under warranty. OHM and staff will be monitoring the repair and the other road ways that were cape sealed throughout the summer to determine whether further warranty works needs to be completed. The striping contractor, PK,

will be out to make the repairs to the cold plastic markings once the weather stays more consistently hot and dry.

8. Election The last date to file for Village Trustee Election in November 2010 is August 10<sup>th</sup> at 4:00 p.m. at Scio Township Hall.
9. Michigan Tax Tribunal The Village was copied on a recent State of Michigan Tax Tribunal. I don't recall that the Village has ever been copied on a Tax Tribunal, so I thought you might like to see the document. The impact on the Village using the 13.5562 millage rate could be \$38,000 if the State grants the reduction as requested.
10. Clark-MXR, Inc. Kasey Green of MEDC contacted me on June 7<sup>th</sup> to join her on a retention visit to Clark-MXR, Inc. The Company has been on Huron River Drive since 1992. They employ 12 people and their expertise is in the manufacturing and use of ultrafast lasers.
11. Union Negotiations. I am in the process of setting up the initial meeting with the Teamsters Union to begin negotiations of the contract that is set to expire March 1, 2011. A copy of the initiation letter is included in communications.
12. Forest Street Residents A copy of the letter that was mailed to Forest Street Residents impacted by the restoration effort is attached to my report. This letter was sent to let residents know how the area is to be restored, based on my understanding of the discussion that took place at the last Council meeting to restore areas with grass to edge of pavement. This is consistent with how Third Street was restored and how Inverness and Ann Arbor Street will be restored. I have had contact with one of the residents since the letter was sent out, the Jarvis' at 7649 Forest. They are planning to replace their driveway and wanted to know if instead of getting a repair as part of the project, could the village remove the rest of the drive. The letter also let residents know that swales would be part of the restoration effort. The Water Main project provided an opportunity to reduce the storm water issues that exist in this area of the Village. We currently have a CIP to address this storm water issue, but we weren't able to fund it in the 2010/11 budget. Making the storm water improvements on Forest Street addresses a segment of what was planned in the CIP, which will help the situation until we have funds to complete the underground portion of the proposed capital improvement project.
13. Dexter Area Chamber of Commerce Meeting. At the Chamber meeting on June 9<sup>th</sup> Assistant Superintendent Mary Marshall updated the group that the no-transport zone has now been modified to only include areas where children do not have to cross Baker, Dexter-Ann Arbor, or Dan Hoey. Village neighborhoods will be serviced by approximately 10 bus stops. The Chamber golf outing is scheduled for July 23 at Reddeman Farms. The Board has hired Mary Ann Falzon to replace Judy Feldmann as their part-time staff person.

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: Council**  
**From: Village Staff**  
**Date: June 14, 2010**  
**Re: Cityhood Update**

On June 2, Donna Dettling, Courtney Nicholls and President Keough met with Tom Ryan, the attorney hired to assist us with the Cityhood process. Prior to the meeting Mr. Ryan was provided with copies of our cityhood related documents, including our original filing, the Steps to Cityhood document and the updated boundary maps and legal description. To begin the meeting we gave him an overview of the process from the formation of the city study committee to the boundary map revision. We also provided him with some additional documentation he requested, including a copy of the 425 with Webster Township.

Mr. Ryan is going to review the documents; including the updated map, and put together an estimate of the hours he anticipates spending to assist us. He will be available to attend a Council meeting in July to introduce himself to Council and answer any questions.

The State surveyors were contacted and have agreed to look at our documents. Their feedback along with that provided by President Keough and Mr. Ryan will be used to finalize the map. Once this has been completed we can begin gathering petition signatures. The signature gatherers that assisted in the process last summer have been contacted via e-mail and a general message to anyone interested in participating was also sent via the e-mail update.

Once the signatures are collected Mr. Ryan will review the submittal in its entirety before it is submitted to the Boundary Commission.

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

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

## MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: June 14, 2010**  
**Re: Community Garden Follow-up**

Attached is a map documenting who rented the garden plot and where it's located. A total of 13 applications, with one from outside the village were processed. A half plot 20 x 10 remains. So far we have collected \$4,585 from the CWF grant, plot rental and donations. We have spent approximately \$1,100 but I don't have several invoices that I know are coming for plowing, signs, and garden coordinator, possibly another \$1,500. We've been lucky that items have been donated, which is helping keep initial start up costs down.

I estimate that administrative staff has spent 3 hours on garden related tasks over the past month. We take applications, process payment, scan applications to garden coordinator, post information to web site and meet at the Garden for updates and coordination. I estimate that DPW staff has spent another 8 hours to pull several small trees from the garden site, haul wood chips for paths around the garden, confirm that the water source is operational and meet on-site for coordination efforts. Time spent mowing the property; removing several hazardous trees and abandoning the well next to the house are not included in the time spent on garden tasks by village staff. There were one time only activates to secure the property.

# Village of Dexter Community Garden 2010 Season

\*Map not to scale, for way-finding purposes only

\*Parking is in designated area east of the house ONLY

5

Shed for tools

Unused outbuilding

Pump with hose attachment

House

9.	10.  Terry Ritter
Marnie Eisler	8. Claire Minneboo
7. Marcela Chreima	6. Cody Winchester
5.  Jim Carson	Sachiko Tsubouchi
3.  Paul Cousin	4. Melly Smith
1. Andrew Fisher	2. Kevin Cousins
Mark Olexa	Derek Wilcox

Wed. Opened 5-26-10  
 Tue Kick off 5-31-10  
 Sat. 6-5-10 Work day 9:00am.

14

KERR, RUSSELL AND WEBER, PLC

ATTORNEYS AND COUNSELORS

ESTABLISHED 1874

DETROIT CENTER

SUITE 2500

500 WOODWARD AVENUE

DETROIT, MICHIGAN 48226-3427

TELEPHONE (313) 961-0200

FACSIMILE (313) 961-0388

HTTP://WWW.KRWLAW.COM

TROY OFFICE

201 W. BIG BEAVER RD., SUITE 260

TROY, MICHIGAN 48084

(248) 740-9820

KEVIN T. BLOCK  
JASON W. BANK  
RICARDO J. LARA, JR.  
CHARLES G. CALIO  
JASON C. YERT  
TIMOTHY P. BLISS  
KATE MCCARROLL  
DAVID J. DEN DOOVEN  
P. WARREN HUNT  
DANIEL J. FERRIS  
MATTHEW L. POWELL  
JONATHAN S. BERG  
MICHAEL N. PAPPAS  
WILLIAM C. LENTINE  
JACQUELYN A. K. STANYER  
DAVIDDE A. STELLA  
ROBERT J. DINDOFFER  
DANIEL G. BYRNE  
DWAYNE D. STRESMAN

OF COUNSEL  
RICHARD D. WEBER

A. STEWART KERR (1915-1990)  
ROBERT G. RUSSELL (1928-1997)  
ROY H. CHRISTIANSEN (1932-2000)

WILLIAM A. SANKBEIL  
ROBERT R. NIX II  
MONTE D. JAHNKE  
PATRICK McLAIN  
CURTIS J. DEROO  
MICHAEL D. GIBSON  
DANIEL G. BEYER  
JAMES R. CASE  
GEORGE J. CHRISTOPOULOS  
STEPHEN D. MCGRAW  
KURT R. VILDERS  
JAMES R. CAMBRIDGE  
THOMAS R. WILLIAMS  
EDWARD C. CUTLIP, JR.  
MARK M. CUNNINGHAM  
MARK J. STASA  
JOANNE GEHA SWANSON  
ROBERT E. FORREST  
ROBERT J. PINEAU  
JEFFREY A. BRANTLEY  
PATRICK J. HADDAD  
RICHARD C. BUSLEPP  
ERIC I. LARK  
JAMES E. DELINE  
DANIEL J. SCHULTE  
MICHAEL D. CARROLL  
FRED K. HERRMANN  
MEGHAN KENNEDY RIORDAN  
MICHAEL A. SNEYD  
JOHN D. GATTI

May 28, 2010

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

James Merte, Head Assessor  
Township of Scio  
827 N. Zeeb Road  
Ann Arbor, MI 48103-1599

Village of Dexter  
Donna Dettling, Village Manager  
8140 Main Street  
Dexter, MI 48130

Washtenaw County  
Equalization and Property Description  
Department  
Raman A. Patel, CAE, SRA, Director  
200 North Main Street  
Ann Arbor, MI 48107-8645

State of Michigan  
Robert Kleine, State Treasurer  
Michigan Department of Treasury  
Lansing, MI 48922

E. Spaulding Clark, Supervisor  
Township of Scio  
827 N. Zeeb Road  
Ann Arbor, MI 48103

Dexter Community Schools  
Kim Covert, Secretary  
7714 Ann Arbor Street  
Dexter, MI 48130

Washtenaw County  
Lawrence Kestenbaum, County Clerk  
200 North Main Street  
P.O. Box 8645  
Ann Arbor, MI 48107

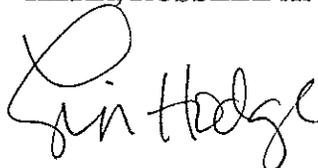
**Re: Dexter Fastener Technologies, Inc. v Township of Scio, Village of Dexter**

Dear Sir/Madam:

Enclosed in connection with the above-referenced case please find a copy of the Case Information Sheet, Petition and Proof of Service, the originals of which have been filed with the Michigan Tax Tribunal.

Very truly yours,

**KERR, RUSSELL AND WEBER, PLC**



Lin Hodge

Assistant to David J. Den Dooven

STATE OF MICHIGAN  
MICHIGAN TAX TRIBUNAL

DEXTER FASTENER TECHNOLOGIES, INC.,

Petitioner,

v.

MTT Docket No. \_\_\_\_\_

TOWNSHIP OF SCIO,  
VILLAGE OF DEXTER,

Respondents.

\_\_\_\_\_ /

**PROOF OF SERVICE**

STATE OF MICHIGAN  
COUNTY OF WAYNE

)ss

)

Lin Hodge, being first duly sworn deposes and says that she is employed with the law firm of Kerr, Russell and Weber, PLC, attorneys for the Petitioner herein, and that on the 28<sup>th</sup> day of May, 2010, he caused to be served a copy of:

1. Case Information Sheet;
2. Petition; and this
3. Proof of Service

Via US First Class Certified Mail, Return Receipt Requested, upon:

James Merte, Head Assessor  
Township of Scio  
827 N. Zeeb Road  
Ann Arbor, MI 48103-1599

E. Spaulding Clark, Supervisor  
Township of Scio  
827 N. Zeeb Road  
Ann Arbor, MI 48103

Village of Dexter  
Donna Dettling, Village Manager  
8140 Main Street  
Dexter, MI 48130

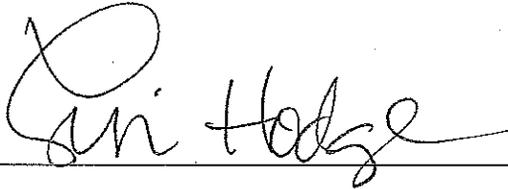
Dexter Community Schools  
Kim Covert, Secretary  
7714 Ann Arbor Street  
Dexter, MI 48130

[Addresses Continued on Next Page]

Washtenaw County  
Equalization and Property Description  
Department  
Raman A. Patel, CAE, SRA, Director  
200 North Main Street  
Ann Arbor, MI 48107-8645

Washtenaw County  
Lawrence Kestenbaum, County Clerk  
200 North Main Street  
P.O. Box 8645  
Ann Arbor, MI 48107

State of Michigan  
Robert Kleine, State Treasurer  
Michigan Department of Treasury  
Lansing, MI 48922

  
\_\_\_\_\_

Subscribed and sworn to before me  
this 28th day of May, 2010.

  
\_\_\_\_\_  
Paula Longwell, Notary Public  
Wayne County, MI

My Commission Expires: 7-12-14

PAULA LONGWELL  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires July 12, 2014  
Acting in the County of Wayne



**STATE OF MICHIGAN  
DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH  
MICHIGAN TAX TRIBUNAL**

DEXTER FASTENER TECHNOLOGIES, INC.  
Petitioner,

v.

MTT Docket No. \_\_\_\_\_

TOWNSHIP OF SCIO,  
VILLAGE OF DEXTER,  
Respondents.

**PETITION**

Petitioner, through its attorneys, Kerr, Russell and Weber, PLC, petitions this Tribunal as follows:

1. Petitioner is a Michigan corporation whose principal office address is 2110 Bishop Circle East, Dexter, Michigan 48130.
2. The subject properties (hereinafter the "Properties") consist of two (2) separate but contiguous parcels, each of which are assessed by Scio Township and are included in this petition pursuant to TTR 205.1240(1)(a). The Properties are presently used for industrial space. The Properties were originally designed to be used for industrial space. The Properties are hereby identified as follows:

Address	Property ID	Classification
2103 Bishop Circle West, Dexter, MI 48130	HD-08-99-000-504	304 (IFT Real)
2110 Bishop Circle East, Dexter, MI 48130	HD-08-07-125-044	301 (Industrial)

3. Respondents levy and collect the property taxes on the Property.
4. The Properties are located in Washtenaw County and the Dexter Community School District.
5. This matter involves issues relating to the valuation, assessment, and taxable value of the Properties. There is no dispute relative to the value of any addition or loss to the Properties.
6. For tax year 2010, Respondents determined the Properties' assessed value, state equalized value and taxable value as follows:

Property ID	Assessed Value	SEV	Taxable Value
HD-08-99-000-504	\$2,070,000	\$2,070,000	\$2,070,000
HD-08-07-125-044	\$4,821,700	\$4,821,700	\$4,503,139

7. Petitioner has not appeared before the local Board of Review.
8. Petitioner contends that the location, age and current market conditions are all factors which have had a depreciative effect on the true cash value of the Properties. As a result, Petitioner contends that Respondents erred in valuing the Properties by not taking such factors into account.
9. Based on the foregoing, Petitioner contends that the true cash value of the Properties is approximately \$2,470,000 for HD-08-99-000-504 and \$5,000,000 for HD-08-07-125-044 and which would yield a state equalized value and taxable value of \$1,235,000 and \$2,500,000, respectively. The amount in contention is \$835,000 and \$2,321,700, respectively.
10. Petitioner requests that the Tribunal reduce the assessed, state equalized and taxable value of the subject property as follows, and orders a refund with interest, as provided by the Tax Tribunal Act.:

**HD-08-99-000-504**

	<b>Assessed Value</b>	<b>SEV</b>	<b>Taxable Value</b>
From:	\$2,070,000	\$2,070,000	\$2,070,000
To:	\$1,235,000	\$1,235,000	\$1,235,000

**HD-08-07-125-044**

	<b>Assessed Value</b>	<b>SEV</b>	<b>Taxable Value</b>
From:	\$4,821,700	\$4,821,700	\$4,503,139
To:	\$2,500,000	\$2,500,000	\$2,500,000

Respectfully submitted,

**KERR, RUSSELL AND WEBER, PLC**



David J. Den Dooven (P64827)  
 John D. Gatti (P45295)  
 500 Woodward Ave., Suite 2500  
 Detroit MI 48226  
 (313) 961-0200  
 Attorneys for the Petitioner

Dated: May 28, 2010



# VILLAGE OF DEXTER

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

## Village Council

Shawn Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Trustee*

Paul Cousins  
*Trustee*

Donna Fisher  
*Trustee*

Joe Semifero  
*Trustee*

James Smith  
*Trustee*

## Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Ed Lobdell  
*Public Services Superintendent*

Allison Bishop, AICP  
*Community Development Manager*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

June 4, 2010

Name

Address

Dexter, MI 48130

Re: Water System Improvement Project  
Restoration Follow-up

Dear :

Restoration of the areas along Forest Street impacted by the Village's water system improvement project is underway at this time. The contractor is restoring areas along the project area immediately instead of waiting until all underground work is completed.

Crews will be restoring the right of ways along Forest Street, which will include gentle swales to help slow and direct storm water. Grass will be planted in the swales as well as to the edge of pavement. The areas that were dirt and stone shoulder will no longer be used for parking.

Sincerely,

Donna Dettling, Village Manager

cc: Village Council

AGENDA 6-14-10

ITEM I-6

Village President Report

Hello Residents and Council Members,

Here is a written update of my activities over the past couple of weeks and some things on my calendar looking ahead:

My activities since preparing my last report include:

Berner Property Purchase - At the May 24<sup>th</sup> Council meeting, I shared that the Village had signed a purchase agreement for the property on the west side of Mill Creek which will soon enable the Village to move forward on the Mill Creek Park permit submittal to the Michigan Department of Natural Resources and Environment. Since the signing of the purchase agreement on May 21<sup>st</sup>, Absolute Title has reviewed the necessary title work to insure the secure purchase of the property and Orchard, Hiltz and McCliment (OHM) has completed the necessary legal descriptions and drawings to accompany the land split/combination application which was filed with Scio Township on June 9<sup>th</sup>. Scio needs to perform an administrative review of the proposed lot split. OHM has placed property stakes along the area of the property split. We are still on track to close on the property by June 18, 2010. Our Village Manager and Assistant Village Manager have both been working hard to iron out many of the details and I appreciate their efforts to help keep this on track. If anyone has any questions on this, please let me know.

I was contacted by Shelley Daily regarding an article she is working on for the Community Observer that is focusing on the revitalization of downtowns in Washtenaw County. I talked to her about the Mill Creek park, our Economic Preparedness plan, our efforts to improve the walkability in Dexter and all the projects that have been completed over the past couple of years going back to the dam removal and bridge project.

Cityhood Boundary Review - as requested by our Assistant Village Manager, I reviewed the revised Cityhood map and legal description and offered comments/corrections on the legal description that was prepared. The State Surveyors are currently reviewing the map and legal description.

May 25, 2010 - Regional Fire Department meeting at 3:30 pm at Dexter District Library - We are participating in this discussion with representatives of Scio Twp, Dexter Twp, Webster Twp and the Village of Dexter. We discussed/reviewed a draft cost allocation formula.

June 2, 2010 - Meeting with Joe Schulz regarding the status of the Mill Creek Terrace project. Mr. Schulz is still attempting to get financing and has not given up on the project. It is likely that if the economy continues to hold as it is today that he will request another extension on the project.

June 2, 2010 - Meeting with Attorney Tom Ryan regarding Cityhood - please see summary under the Village Manager report.

Future Activities

June 11, 2010 - Meeting with Jon Carlson and Greg Lobdell of the Northern United Brewing Company, Allison Bishop and Donna Dettling regarding their interest in the Village of Dexter as a location for future investment. I have asked Jim Carson to attend this meeting with me as the Planning Commission ex-officio.

June 16, 2010 - Regional Fire Department meeting at 3:30 pm at Dexter District Library - We are participating in this discussion with representatives of Scio Twp, Dexter Twp, Webster Twp and the Village

of Dexter. At the June meeting, I anticipate that we will be discussing/reviewing a timeline for the committee's next steps in this process.

We are trying to schedule an initial meeting with the Union representatives to kick off the negotiations for the contract discussions. I plan to attend that meeting. The date is still undetermined.

July 12, 2010 - Village Council Meeting

Please note that I will be unable to attend the June 28<sup>th</sup> Village Council Meeting, but I will be working with our Village Manager and Pro-tem Tell to get the agenda set and will provide my typical update for the packet.

As always, I welcome you to contact me with any questions or comments on how we may do something better. See you around town and have a great week!

Shawn Keough

Village President

(734) 426-5486 (home number)

(313) 363-1434 (cell phone)

[skeough@villageofdexter.org](mailto:skeough@villageofdexter.org)



VENDOR APPROVAL SUMMARY REPORT

Date: 06/09/2010

Time: 2:27pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	INSTALL NEW PC-DONNA	180.00	0.00
ADAMS OUTDOOR ADVERTISING	ADAMS OUTD	BILLBOARD VINYL	150.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	DEPOSIT FEE REFUND	835.00	0.00
AMERICAN WATER WORKS ASS,MICH.	AWWA	MEMBERSHIP DUES	165.00	0.00
ANN ARBOR LANDSCAPING INC.	AA LANDSCA	TREE/REMOVAL/MULCH	355.00	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	7860 FOREST 2ND MAPLE REMOVED	1,750.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	SPRING WATER 6/7 & 6/21	11.50	0.00
AT&T	AT&T	734 426-4572 813 0	1,374.28	0.00
BARRETT PAVING MATERIALS INC	BARRETT PA	COMM. TOPPIN	151.25	0.00
BECKER, AUDREY	BECKER, AU	SUPPLIES FOR SONGS, SLAMS & SM	73.17	0.00
BISBEE INFRARED	BISBEE	ELECTRICAL INSP/WWTP 5/14/10	300.00	0.00
ALLISON BISHOP	BISHOP	EXPENSE REPORT	57.50	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	STORMWATER PROJ. PH II	388.00	0.00
CARRIER & GABLE, INC.	CARRIER	LAMP, 150 WATT-120	660.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	3 BOTTLE WATER-WWTP	17.00	0.00
CINTAS CORPORATION	CINTAS	MAY BILLS	459.80	0.00
CITY OF ANN ARBOR	CITY OF A2	ILLICIT DISCH/VIEBAHN & GROSS	140.00	0.00
COMCAST	COMCAST	09588 328749-01-4	263.75	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,314.52	0.00
CREATIVE LAWN & LANDSCAPE, LLC	CREATIVE	MONTHLY MAINTENANCE	2,125.00	0.00
DEXTER AREA FIRE DEPARTMENT	DAFD	QUARTERLY PAYMENT	93,629.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	REAM GREEN PAPER	8.95	0.00
DEXTER PHARMACY	DEX PHARMA	FIRST AID SUPPLIES	18.80	0.00
DON ALLEN	DON ALLEN	DRUM CIRCLE-5-22-10 WARRIOR CK	200.00	0.00
DOUGLAS N. HIGGINS, INC	DOUGLAS HI	PAYMENT 3-DEXTER DWRF WATER	244,994.00	0.00
DTE ENERGY	DET EDISON	MAY BILLS	11,174.54	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	0000-7727-1	5,517.61	0.00
DYKEMA GOSSETT PLLC	DYKEMA	PROFESSIONAL SERVICES	264.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	SENSUS 3000/4000 SERIES UPGRAD	7,700.00	0.00
EXPRESSIGN DESIGN	EXPRESSIGN	2 CORRUGATED PLASTIC SIGNS	40.00	0.00
GM & SON INC	GM & SONS	COMMUNITY PK ASPHAL REPAIRS	2,100.00	0.00
GRAINGER	GRAING	HEX KEY SET	37.31	0.00
GREEN GUYS LAWN AND LANDSCAPE	G GUYS	FERTILIZER AT COMMUNITY PARK	190.00	0.00
GRISSOM JANITORIAL	GRISSOM	OFFICE CLEANING	400.00	0.00
HACKNEY HARDWARE	HACKNEY	MAY STATEMENT	375.49	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	184.50	0.00
HURON RIVER WATERSHED COUNCIL	HURON RIVE	ANNUAL COUNCIL MEMBERSHIP DUES	400.00	0.00
JOHN'S SANITATION	JOHNS SAN	PORTA POTTY RENTALS-PARKS	375.00	0.00
LESSORS WELDING SUPPLY	LESSORS	SUPPLIES	14.00	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	SUPPLIES	40.36	0.00
MARK'S AUTO SERVICE, INC.	MARK S AUT	BRAKE REPAIR	440.53	0.00
MASTERCRAFT PLUMBING	MASTERCRAF	REPLACE WATER HEATER	484.99	0.00
MATUSZAK & ASSOCIATES	MATUSZAK	DENTAL REIMBURSEMENT	28.25	0.00
MCI	MCI	LONG DISTANCE	15.41	0.00
MILLIGANS LANDSCAPE SERVICES L	MILLIGANS	WOODCHIPS AT PARKS/SUPPLIES	1,896.00	0.00
MIRACLE RECREATION EQUIPMENT	MIRACLE RE	BUBBLE FOR PLAY STRUCTURE	161.64	0.00
MUNICIPAL SUPPLY CO.	MUNI SUPPL	2 PAIR RUBBER BOOTS	79.25	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	MAY INVOICES	78,992.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	MAY INVOICES	54.90	0.00
PLATEMATE	PLATEMATE	FARMERS MARKET ADVERTISING	169.50	0.00
RADTKE TRUCKING, LLC	ROY R	LIME STONE/6A/TOP SOIL	1,285.00	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	QUARTERLY LEASE PAYMENT	1,696.37	0.00
SORENSEN GROSS	SORENSEN	ESTIMATE NO. 6-EQ BASIN	242,058.69	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	336.86	0.00
THOMAS STRINGER	STRINGER/T	PROFESSIONAL SERVICES	1,674.50	0.00
SYLVESTER & COMPANY	SYLV	4 QTR PAYROLL 09/1ST QTR 2010	972.00	0.00
US BANK CORPORATE TRUST	US	UTGO REFUNDING BONDS 2002	250.00	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL SERVICES	51.30	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	MAINT INSP FEE 5/25/10	65.00	0.00
WASTE MANAGEMENT	WASTE MANA	ROLL-OFF	492.22	0.00
BRUCE WHITLEY	WHITLEY/BR	RENEWAL CDL REFUND	60.00	0.00
Grand Total:			709,698.74	0.00

INVOICE APPROVAL LIST BY FUND

Date: 06/09/2010  
 Time: 2:30pm  
 Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-901.000	Printing &	ADAMS OUTDOOR ADVERTISING BILLBOARD VINYL	0	208665	06/07/2010	150.00
101-101.000-958.000	Membership	HURON RIVER WATERSHED COUNCIL ANNUAL COUNCIL MEMBERSHIP DUES	0	1297	06/08/2010	400.00
101-101.000-959.000	Arts, Cult	DCN ALLEN DRUM CIRCLE-5-22-10 WARRIOR CK	0	2-1077	06/07/2010	200.00
101-101.000-959.000	Arts, Cult	BECKER, AUDREY SUPPLIES FOR SONGS, SLAMS & SM	0		06/08/2010	73.17
Total Village Council						823.17
Dept: Village Manager						
101-172.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8015626186	06/08/2010	88.99
101-172.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES INSTALL NEW PC-DONNA	0	62159	06/07/2010	180.00
Total Village Manager						268.99
Dept: Finance Department						
101-201.000-802.000	Profession	SYLVESTER & COMPANY 4 QTR PAYROLL 09/1ST QTR 2010	0	5694	06/08/2010	972.00
Total Finance Department						972.00
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA COSSETT PLLC PROFESSIONAL SERVICES	0	1337138	06/07/2010	264.00
101-210.000-810.000	Attorney F	THOMAS STRINGER PROFESSIONAL SERVICES	0	2336	06/08/2010	1,674.50
Total Attorney						1,938.50
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0		06/08/2010	184.50
Total Village Clerk						184.50
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO. INC SPRING WATER 6/7 & 6/21	0		06/07/2010	11.50
101-265.000-727.000	Office Sup	HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	4.70
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8015626186	06/08/2010	247.87
101-265.000-920.000	Utilities	CONCAST 09588 328749-01-4	0		06/07/2010	263.75
101-265.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/07/2010	807.91
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION MAY BILLS	0		06/07/2010	63.40
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL OFFICE CLEANING	0	334	06/08/2010	400.00
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION B/W AND COLOR TOTALS	0	409124566	06/08/2010	663.45
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION QUARTERLY LEASE PAYMENT	0	11478983	06/08/2010	1,032.92
101-265.000-955.000	Miscellaneous	HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	101.08
101-265.000-962.000	Community	EXPRESSIGN DESIGN 2 CORRUGATED PLASTIC SIGNS	0	23763	06/08/2010	40.00
Total Buildings & Grounds						3,636.58
Dept: Village Tree Program						
101-285.000-803.000	Contracted	ANN ARBOR LANDSCAPING INC. TREE/REMOVAL/MULCH	0		06/07/2010	355.00
101-285.000-803.000	Contracted	ARBOR CARE TREE SURGEONS 7860 FOREST-REMOVE SILVER MAPL	0		06/09/2010	1,025.00
101-285.000-803.000	Contracted	ARBOR CARE TREE SURGEONS 7860 FOREST 2ND MAPLE REMOVED	0		06/09/2010	725.00
Total Village Tree Program						2,105.00
Dept: Law Enforcement						
101-301.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/07/2010	286.00

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Law Enforcement								
Total Law Enforcement								286.00
Dept: Fire Department								
101-336.000-803.000	Contracted			DEXTER AREA FIRE DEPARTMENT QUARTERLY PAYMENT	0		06/07/2010	93,629.00
101-336.000-920.000	Utilities			DTE ENERGY MAY BILLS	0		06/07/2010	228.80
Total Fire Department								93,857.80
Dept: Planning Department								
101-400.000-727.000	Office Sup			DEXTER CARDS & GIFTS SHOP REAM GREEN PAPER	0	1435	06/07/2010	8.95
101-400.000-802.000	Profession			CARLISLE-WORTHMAN ASSOCIATES GENERAL CONSULTATION	0	2105-139	06/07/2010	275.50
101-400.000-861.000	Travel & M			ALLISON BISHOP EXPENSE REPORT	0		06/07/2010	57.50
Total Planning Department								341.95
Dept: Department of Public Works								
101-441.000-721.000	Health & L			MATUSZAK & ASSOCIATES DENTAL REIMBURSEMENT	0		06/08/2010	28.25
101-441.000-740.000	Operating			GRAINGER HEX KEY SET	0	9258503573	06/08/2010	37.31
101-441.000-740.000	Operating			HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	31.47
101-441.000-740.000	Operating			LESSORS WELDING SUPPLY SUPPLIES	0	496868	06/08/2010	14.00
101-441.000-740.000	Operating			LOWE'S BUSINESS ACCOUNT SUPPLIES	0		06/08/2010	40.36
101-441.000-740.000	Operating			MUNICIPAL SUPPLY CO. 2 PAIR RUBBER BOOTS	0	58415	06/08/2010	40.00
101-441.000-745.000	Uniform Al			CINTAS CORPORATION MAY BILLS	0		06/07/2010	177.80
101-441.000-751.000	Gasoline &			CORRIGAN OIL COMPANY GAS	0		06/07/2010	570.72
101-441.000-920.000	Utilities			DTE ENERGY MAY BILLS	0		06/07/2010	57.20
101-441.000-955.000	Miscellaneous			BRUCE WHITLEY RENEWAL CDL REFUND	0		06/08/2010	60.00
Total Department of Public Works								1,057.11
Dept: Downtown Public Works								
101-442.000-730.000	Farmers Ma			HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	13.06
101-442.000-730.000	Farmers Ma			PLATEMATE FARMERS MARKET ADVERTISING	0	123046	06/08/2010	169.50
101-442.000-802.000	Profession			CREATIVE LAWN & LANDSCAPE, LLC MONTHLY MAINTENANCE	0	20051452	06/07/2010	2,125.00
101-442.000-920.000	Utilities			DTE ENERGY MAY BILLS	0		06/07/2010	667.63
Total Downtown Public Works								2,975.19
Dept: Storm Water								
101-445.000-802.000	Profession			CARLISLE-WORTHMAN ASSOCIATES STORMWATER PROJ. PH II	0	2105-138	06/07/2010	112.50
101-445.000-802.000	Profession			CITY OF ANN ARBOR ILLCIT DISCH/VIEBAHN & GROSS	0		06/07/2010	140.00
Total Storm Water								252.50
Dept: Engineering								
101-447.000-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0		06/08/2010	1,132.00
Total Engineering								1,132.00
Dept: Municipal Street Lights								
101-448.000-920.003	St Lights			DTE ENERGY-STREET LIGHTING 0000-7727-1	0		06/07/2010	5,517.61
Total Municipal Street Lights								5,517.61

Dept: Solid Waste

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Solid Waste								
101-528.000-806.000			Contracted	WASTE MANAGEMENT ROLL-OFF	0	3804764-1389-9	06/08/2010	492.22
								-----
Total Solid Waste								492.22
Dept: Parks & Recreation								
101-751.000-731.000			Landscape	GREEN GUYS LAWN AND LANDSCAPE FERTILIZER AT COMMUNITY PARK	0		06/08/2010	190.00
101-751.000-731.000			Landscape	MILLIGANS LANDSCAPE SERVICES L WOODCHIPS AT PARKS/SUPPLIES	0	2825	06/08/2010	1,896.00
101-751.000-732.000			Ice Rink S	HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	-49.99
101-751.000-740.000			Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	48.54
101-751.000-802.000			Profession	GM & SON INC COMMUNITY PK ASPHAL REPAIRS	0	2100175	06/08/2010	2,100.00
101-751.000-944.000			Portable T	JOHN'S SANITATION PORTA POTTY RENTALS-PARKS	0	29376	06/08/2010	375.00
101-751.000-955.000			Miscellane	MIRACLE RECREATION EQUIPMENT BUBBLE FOR PLAY STRUCTURE	0	698678	06/08/2010	161.64
101-751.000-970.000			Capital Im	WASHTENAW COUNTY SOIL EROSION MAINT INSP FEE 5/25/10	0	1000008-6110	06/08/2010	65.00
								-----
Total Parks & Recreation								4,786.19
								-----
Fund Total								120,627.31
Fund: Major Streets Fund								
Dept: Contracted Road Construction								
202-451.000-974.000			CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0		06/08/2010	3,104.00
								-----
Total Contracted Road Construction								3,104.00
Dept: Routine Maintenance								
202-463.000-740.000			Operating	BARRETT PAVING MATERIALS INC COMM. TOPPIN	0	3528	06/07/2010	151.25
202-463.000-740.000			Operating	RADTKE TRUCKING, LLC LIME STONE/6A/TOP SOIL	0		06/08/2010	642.50
202-463.000-740.000			Operating	RADTKE TRUCKING, LLC LIME STONE/6A/TOP SOIL	0		06/08/2010	642.50
202-463.000-802.000			Profession	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0		06/08/2010	440.00
								-----
Total Routine Maintenance								1,876.25
Dept: Traffic Services								
202-474.000-740.000			Operating	CARRIER & GABLE, INC. LAMP, 150 WATT-120	0	231404	06/07/2010	660.00
								-----
Total Traffic Services								660.00
								-----
Fund Total								5,640.25
Fund: Local Streets Fund								
Dept: Contracted Road Construction								
203-451.000-803.000			Contracted	HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	36.32
								-----
Total Contracted Road Construction								36.32
								-----
Fund Total								36.32
Fund: Streetscape Debt Service Fund								
Dept: Streetscape								
303-570.000-992.000			Bond Fees	US BANK CORPORATE TRUST UTGO REFUNDING BONDS 2002	0	2634240	06/08/2010	250.00
								-----
Total Streetscape								250.00
								-----
Fund Total								250.00

Fund: Equipment Replacement Fund  
 Dept: Department of Public Works

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
402-441.000-939.000	Vehicle Ma			MARK'S AUTO SERVICE, INC. BRAKE REPAIR	0	27204	06/08/2010	440.53
402-441.000-939.000	Vehicle Ma			PARTS PEDDLER AUTO SUPPLY MAY INVOICES	0		06/08/2010	22.62
Total Department of Public Works								463.15
Fund Total								463.15
Fund: SRF Project Fund								
Dept: Equalization Basin								
403-905.000-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0		06/08/2010	29,905.46
403-905.000-970.000	Capital Im			SORENSEN GROSS ESTIMATE NO. 6-EQ BASIN	0		06/08/2010	242,058.69
Total Equalization Basin								271,964.15
Fund Total								271,964.15
Fund: DWRP Project Fund								
Dept: Capital Improvements								
404-901.000-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0		06/08/2010	35,138.54
404-901.000-970.000	Capital Im			DOUGLAS N. HIGGINS, INC PAYMENT 3-DEXTER DWRP WATER	0		06/09/2010	233,766.50
Total Capital Improvements								268,905.04
Fund Total								268,905.04
Fund: Sewer Enterprise Fund								
Dept: Administration								
590-248.000-811.000	Atty Misc			VARNUM, RIDDERING, SCHMIDT LEGAL SERVICES	0	818959	06/08/2010	51.30
Total Administration								51.30
Dept: Sewer Utilities Department								
590-548.000-740.000	Operating			HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	5.28
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	434195	06/07/2010	985.00
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION DEPOSIT FEE REFUND	0	434196	06/07/2010	-150.00
590-548.000-745.000	Uniform Al			CINTAS CORPORATION MAY BILLS	0		06/07/2010	120.00
590-548.000-751.000	Gasoline &			CORRIGAN OIL COMPANY GAS	0		06/07/2010	743.80
590-548.000-802.000	Profession			BISBEE INFRARED ELECTRICAL INSP/WWTP 5/14/10	0	16592	06/07/2010	300.00
590-548.000-920.000	Utilities			DTE ENERGY MAY BILLS	0		06/07/2010	4,383.00
590-548.000-920.001	Telephones			AT&T 734 426-4572 813 0	0		06/07/2010	907.03
590-548.000-920.001	Telephones			MCI LONG DISTANCE	0		06/08/2010	15.41
590-548.000-935.000	Bldg Maint			HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	117.47
590-548.000-935.000	Bldg Maint			MASTERCRAFT PLUMBING REPLACE WATER HEATER	0	12493	06/08/2010	484.99
590-548.000-937.000	Equip Main			HACKNEY HARDWARE MAY STATEMENT	0		06/08/2010	5.99
590-548.000-937.000	Equip Main			PARTS PEDDLER AUTO SUPPLY MAY INVOICES	0		06/08/2010	32.28
590-548.000-970.000	Capital Im			ETNA SUPPLY CO SENSUS 3000/4000 SERIES UPGRAD	0	1797321	06/08/2010	3,850.00
Total Sewer Utilities Department								11,800.25
Fund Total								11,851.55

INVOICE APPROVAL LIST BY FUND

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-740.000	Operating		CHAMPION WATER TREATMENT	0		06/07/2010	17.00
			3 BOTTLE WATER-WWTP		46858		
591-556.000-740.000	Operating		DEXTER PHARMACY	0		06/07/2010	18.80
			FIRST AID SUPPLIES		2127		
591-556.000-740.000	Operating		HACKNEY HARDWARE	0		06/08/2010	34.11
			MAY STATEMENT				
591-556.000-740.000	Operating		MUNICIPAL SUPPLY CO.	0		06/08/2010	39.25
			2 PAIR RUBBER BOOTS		58415		
591-556.000-745.000	Uniform Al		CINTAS CORPORATION	0		06/07/2010	98.60
			MAY BILLS				
591-556.000-802.000	Profession		ORCHARD, HILTZ & MCCLIMENT INC	0		06/08/2010	3,611.50
			MAY INVOICES				
591-556.000-920.000	Utilities		DTE ENERGY	0		06/07/2010	4,744.00
			MAY BILLS				
591-556.000-920.001	Telephones		AT&T	0		06/07/2010	467.25
			734 426-4572 813 0				
591-556.000-937.000	Equip Main		HACKNEY HARDWARE	0		06/08/2010	27.46
			MAY STATEMENT				
591-556.000-958.000	Membership		AMERICAN WATER WORKS ASS,MICH.	0		06/07/2010	165.00
			MEMBERSHIP DUES		7000225510		
591-556.000-970.000	Capital Im		ETNA SUPPLY CO	0		06/08/2010	3,850.00
			SENSUS 3000/4000 SERIES UPGRAD		1797321		
Total Water Utilities Department							13,072.97
Dept: Capital Improvements							
591-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0		06/08/2010	3,182.50
			MAY INVOICES				
591-901.000-974.000	CIP Capita		DOUGLAS N. HIGGINS, INC	0		06/09/2010	11,227.50
			PAYMENT 3-DEXTER DWRF WATER				
Total Capital Improvements							14,410.00
Fund Total							27,482.97
Fund: Trust & Agency Fund							
Dept: Assets, Liabilities & Revenue							
701-000.000-253.053	Cedars of		ORCHARD, HILTZ & MCCLIMENT INC	0		06/08/2010	638.50
			MAY INVOICES				
701-000.000-253.056	Dexter Pha		ORCHARD, HILTZ & MCCLIMENT INC	0		06/08/2010	849.50
			MAY INVOICES				
701-000.000-253.057	Darnell La		ORCHARD, HILTZ & MCCLIMENT INC	0		06/08/2010	990.00
			MAY INVOICES				
Total Assets, Liabilities & Revenue							2,478.00
Fund Total							2,478.00
Grand Total							709,698.74



AGENDA 6-14-10ITEM 3-2**Courtney Nicholls**

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**From:** Allison Bishop  
**Sent:** Tuesday, May 25, 2010 3:12 PM  
**To:** Courtney Nicholls  
**Subject:** FW: Relay for Life

Courtney,

See below. Please add to the consent agenda for the next Council meeting. Let me know if you need anything else. The ordinance is not very specific and the sheriffs dept follows the Village's lead when it comes to enforcement of the noise ordinance for downtown/other special events.

Thanks.

*Allison Bishop, AICP  
Community Development Manager  
Village of Dexter  
734.426.8303 ext. 15*

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**From:** Jenny Davis [mailto:jennyd67@yahoo.com]  
**Sent:** Tuesday, May 25, 2010 2:55 PM  
**To:** Allison Bishop  
**Subject:** Relay for Life

HI Allison, on behalf of Relay for Life of Dexter, I would like to request special permisison from the Village to be allowed to have late night entertainment during our Relay event. The event is Saturday June 26th and we'd like to have a band play during the hours of 11pm-midnight (possibly as late as 1am).

Relay for Life is a major fundraising event for the American Cancer Society. It is a 24 hour, team (and community) event, where each team has a member walking the track during the 24 hours. Because many participants are awake much, if not all, of the night, we hope to have some entertainment to help keep them going.

Do you need any more details?

Jenny



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: Council**  
**From: President Keough**  
**Date: June 14, 2010**  
**Re: Commission/Committee Appointments**

I would like to recommend the following appointments and re-appointments:

**Planning Commission**

Thomas Phillips Re-appointment with term ending June 2013  
Matt McCormack Re-appointment with term ending June 2013  
Scott Bell Re-appointment with term ending June 2013

Molly Wade Appointment with term ending June 2011 to fill vacancy created by Kyle Hoffman

**Arts, Culture & Heritage Committee**

Mike Vickers Re-appointment with term ending June 2013

Victoria Schon Appointment with term ending June 2013 (Jill Love did not seek reappointment)

**Farmers Market/Community Garden Oversight Committee**

Mark Olexa  
Molly Smith  
Mary-Ellen Miller

3 year staggered terms for members of this committee will be established at their next meeting.



AGENDA 6-14-10

ITEM J-4

**VILLAGE OF DEXTER**

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: June 14, 2010**  
**Re: Budget Amendment**

Provided for your consideration is a budget amendment to the Mill Creek Park line item in the Parks & Recreation budget (101-751-000-970-000) in the amount of \$136,000. Items that have been or will be expended out of this account include the purchase of the Berner property, wetland delineation of the Berner property, Orchard Hiltz & McCliment's survey of the property to complete the lot split and costs associated with the stockpiling of the dirt from the equalization basin for the future park project. The dirt stockpile cost approx. \$15,000, but is expected to save approx. \$100,000 from the cost to construct the park. Also included in this account are the fees from JJR & ECT related to the Michigan Department of Natural Resources permit submittal and development of design documents. Due to the purchase of the property it is now anticipated that JJR will expend the entire design development contract of \$72,400 in this fiscal year.

Although we will be making final 2009-2010 budget amendments at the next meeting, staff felt it was best to make this large amendment prior to issuing the check for the property purchase.

**Budget Amendment Form - Council Approval Required**  
**Fiscal Year 2009/2010**

Line #	Description	Original Budget	Amended Budget	Second Amendment	Difference	Reason for Amendment
101-751.000-970.000	Mill Creek Park	\$60,000	\$140,000	\$276,000	\$136,000	Purchase of Berner Property, Berner Property Wetland Delineation, OHM Survey, Dirt Stockpile
<i>Net change in budget</i>					<b>-\$136,000</b>	

AGENDA 6-14-10

ITEM K-1

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

**To: Village Council Members  
Donna Dettling, Village Manager**  
**From: Shawn Keough, Village President**  
**Date: June 14, 2010**  
**Re: Facilities Discussion  
Potential Future General Obligation Bond**

Hello everyone – at our last Village Council meeting on May 24<sup>th</sup>, I was asked to keep the topic of “Facilities” on the agenda under old business. If you recall, I had removed it from the May 24<sup>th</sup> agenda (one meeting) because there had been no planned or requested discussion on the topic at the previous meetings. It is my preference that when we have an agenda item, we have some item of information in the packet for everyone to review for the meeting discussion. This will keep the meetings on track and focused and give everyone a chance to prepare properly for the discussion at the meeting.

Since no one has approached me with any information for the packet over the past couple of weeks, and rather than have an item with no planned discussion, I am including the idea of a future General Obligation Bond as one possible way to finance facility improvements as a topic for discussion on June 14<sup>th</sup>. We don’t have to discuss it for a long time, but I would be interested in your feedback.

If you recall, I brought this up about a month ago at the May 10<sup>th</sup> Village Council meeting, and have received some good initial comments outside the meeting, but I have not heard from everyone. I think a future General Obligation (GO) bond is worth discussing as a possible way to fund a future fire station or other facility capital improvements that we may feel are needed.

Our current general obligation bond that was used to fund the downtown streetscape improvements is expected to be paid off at the end of the 2016-2017 fiscal year. I believe our final payment is due by May of 2017, which may seem like a long way away, but in reality is within the planning horizon that we should be looking at as we plan the future financial stability of the Village. If you like this idea, we could investigate the steps to put a new GO bond in place by 2017 for facility improvements (i.e. a fire station and possible Village office improvements). By waiting until 2017, we would not have to raise taxes for our residents and it would allow us sufficient time to plan these improvements very well. I have already received some positive feedback from a couple Council members on this idea and I am looking for additional Council thought and encourage resident/property owner feedback as well. I really think this could be a very logical way to plan for our future facility needs. It allows us plenty of time to inform the public about the idea, plan the type/size of the facility (ies) we need and keep our tax structure in line. I have not investigated this any further than throwing the idea on the table. If Council wishes to have a brief discussion on this topic, I would welcome the input. I would like to learn more about the steps involved in putting something like this in place.



	Current Year 2009/2010		Proposed 2010/2011	DDA Board Adopted
	Adopted Budget	Estimated Year End		
<b>Fund 248 Downtown Development Authority</b>				
Revenues				
415.000 Tax Capture Revenue	515,000	444,707	445,000	-
Estimated YFE = actual. Estimated = capture for village, village streets, township, library, 1/2 of county, community college				
665.000 Interest Earned	5,000	4,631	2,000	-
Other Revenue				
Combined one-time items for FY 08/09	-	2,759	-	-
<b>Total Revenues</b>	<b>520,000</b>	<b>452,096</b>	<b>447,000</b>	<b>-</b>
Reserves Used for Current Budget	704,830	673,140		
<b>Total Revenue &amp; Reserves</b>	<b>1,224,830</b>	<b>1,125,236</b>	<b>447,000</b>	<b>-</b>
<b>Expenditures</b>				
<b>Department 248 Administration</b>				
803.000 Contracted Services	2,000	1,500	1,500	-
Annual Audit				
820.000 Planning Consulting	20,000	19,136	10,000	-
BR Consulting				
957.002 DDA Capture Refunds	-	16,242	5,000	-
<b>Total Administration</b>	<b>22,000</b>	<b>36,878</b>	<b>16,500</b>	<b>-</b>
<b>Department 442 Downtown Public Works</b>				
803.015 Village Maintenance	40,000	40,000	40,000	-
Paid to the Village for salary support and landscape services				
803.016 Holiday Lighting	5,000	5,000	-	-
Holiday Lighting				
970.000 Capital Improvements	10,000	8,663	-	-
Painting poles/Landscape project				
<b>Total Downtown Public Works</b>	<b>55,000</b>	<b>53,663</b>	<b>40,000</b>	<b>-</b>
<b>Department 965 Transfers Out</b>				
999.012 Transfer Out for Bond Payments - 394	304,000	304,000	304,000	-
To fund FY 11/12 bond payments				
999 Transfer Out for State TIF Reserve - 394	80,000	80,000	-	-
Balances transferred in FY 09/10. No further transfers needed.				
998.014 Transfer Out to DDA Project Fund - 494	-	3,765	-	-
To cover capital improvement projects in Fund 494				
999.015 Transfer Out to DDA Bond Fund - 495	763,830	706,768	-	-
Fund 495 will be closed at the end of the FY 09/10 year.				
<b>Total Transfers Out</b>	<b>1,147,830</b>	<b>1,094,533</b>	<b>304,000</b>	<b>-</b>
<b>Total Expenditures</b>	<b>1,224,830</b>	<b>1,185,074</b>	<b>350,500</b>	<b>-</b>
<b>DDA Fund Total Revenue Over Expenditures</b>	<b>(704,830)</b>	<b>(732,978)</b>	<b>86,500</b>	<b>-</b>
<b>DDA Fund Total Revenue/Reserves Over Expenditures</b>	<b>-</b>	<b>(59,838)</b>	<b>86,500</b>	<b>-</b>

	Current Year 2009/2010		Proposed 2010/2011	DDA Board Adopted
	Adopted Budget	Estimated Year End		
<b>Fund 394 DDA Debt Fund</b>				
Revenues				
665.000 Interest Earned	3,000	2,310	2,000	-
CD Interest				
695.006 Transfer in from DDA Fund 248 to cover FY 11/12 bond payments	304,000	304,000	304,000	-
695. Transfer in from Fund 248 for State TIF Reserve Transfer made in FY 09/10. No further transfers expected.	80,000	80,000	-	-
<b>Total Revenues</b>	<b>387,000</b>	<b>386,310</b>	<b>306,000</b>	<b>-</b>
Reserves Used for Current Budget	-	-	-	-
<b>Total Revenue &amp; Reserves</b>	<b>387,000</b>	<b>386,310</b>	<b>306,000</b>	<b>-</b>
<b>Department 850.000 Long Term Debt</b>				
992.000 Bond Fees	1,000	1,000	1,000	-
997.001 DDA 2001 Bond (\$900K)	81,000	80,067	83,000	-
997.003 DDA 2008 Taxable Bond (\$1.6M)	124,000	123,652	123,700	-
997.004 DDA 2008 Non-Taxable Bond (\$2+M)	97,000	96,278	96,300	-
<b>Total Long Term Debt</b>	<b>303,000</b>	<b>300,997</b>	<b>304,000</b>	<b>-</b>
<b>Total Expenditures</b>	<b>303,000</b>	<b>300,997</b>	<b>304,000</b>	<b>-</b>
<b>DDA Fund Total Revenue Over Expenditures</b>	<b>84,000</b>	<b>85,313</b>	<b>2,000</b>	<b>-</b>
<b>DDA Fund Total Revenue/Reserves Over Expenditures</b>	<b>84,000</b>	<b>85,313</b>	<b>2,000</b>	<b>-</b>

	Current Year 2009/2010		Proposed 2010/2011	DDA Board Adopted
	Adopted Budget	Estimated Year End		
<b>Fund 494 DDA Project Fund</b>				
<b>Revenues</b>				
675,000 Contributions - Private Source	5,000	-	-	-
None in this fiscal year				
695,006 Transfer In From DDA Fund 248	-	3,762	-	-
<b>Total Revenues</b>	5,000	3,762	-	-
<b>Reserves Used for Current Budget</b>	-	-	-	-
<b>Total Revenue &amp; Reserves</b>	5,000	3,762	-	-
<b>Expenditures</b>				
<b>Department 901.000 Capital Improvements</b>				
967,003 DAPCO/Upper Reuse Site Design	25,000	-	-	-
Park Element 3A Barrier Free Ramp	-	-	-	-
Main St to Forest St Streetscape - River walk	-	-	-	-
Downtown Crosswalks	-	-	-	-
Infrastructure - Pavers/Concrete Pads/Dumpster Issues	-	-	-	-
Downtown Façade Improvements - Design Consulting	-	-	-	-
Fire Safety	-	-	-	-
Baker Road Complete Street Design	-	-	-	-
Main Street Parking Lot Water Main and Resurfacing	-	-	-	-
<b>Total Capital Improvements</b>	25,000	-	-	-
<b>Department 965 Transfers Out</b>				
999,000 Transfer Out	-	192,390	-	-
None				
<b>Total Transfers Out</b>	-	192,390	-	-
<b>Total Expenditures</b>	25,000	192,390	-	-
<b>DDA Fund Total Revenue Over Expenditures</b>	(20,000)	(188,628)	-	-
<b>DDA Fund Total Revenue/Reserves Over Expenditures</b>	(20,000)	(188,628)	-	-

	Fund 248	Fund 494	Fund 495	Fund 394
	General	Project	Bond	Debt
				Total
Actual FY 08/09 Fund Balance	\$ 674,487	\$ 196,928	\$ 299,573	\$ 1,170,989
Estimated Year End FY 09/10 Revenue	\$ 452,096	\$ 3,752	\$ 796,596	\$ 385,210
Estimated Year End FY 09/10 Expenditures	\$ 1,185,074	\$ 192,380	\$ 1,096,169	\$ 300,997
<b>Estimated Ending FY 09/10 Fund Balance</b>	<b>\$ (58,491)</b>	<b>\$ 8,300</b>	<b>\$ 0</b>	<b>\$ (50,190)</b>

494 FB is for Alpine St Receivables

	Fund 248	Fund 494	Fund 495	Fund 394
	General	Project	Bond	Debt
				Total
Estimated Ending FY 09/10 Fund Balance	\$ (58,491)	\$ 8,300	\$ 0	\$ (50,190)
Proposed Budget FY 10/11 Revenue	\$ 447,000	\$ -	\$ -	\$ 306,000
Proposed Budget FY 10/11 Expenditures	\$ 360,500	\$ -	\$ -	\$ 304,000
<b>Estimated Ending FY 10/11 Fund Balance</b>	<b>\$ 28,009</b>	<b>\$ 8,300</b>	<b>\$ 0</b>	<b>\$ 36,310</b>

Propose to cover \$58,000 deficit in current budget with 394 money in FY 09/10 and repay with TIF revenue in FY 10/11



AGENDA 6-14-10  
 ITEM L-2

**Memorandum**

To: Village Council and President Keough  
 Donna Dettling, Village Manager  
 From: Allison Bishop, AICP, Community Development Manager  
 Re: Michigan Natural Resources Trust Fund  
 Resolution of Commitment and Approval of Grant Agreement  
 Date: June 14, 2010

Attached is the Michigan Natural Resources Trust Fund (MNRTF) Grant Agreement and a resolution for adoption that is required by the MNRTF.

The agreement commits the Village to the requirements of the grant and funding, and also to the grant match.

Attached to the agreement is also the legal description and boundary map that must be recorded and remain a park into perpetuity. Only the portion of the park that we are currently developing is included in the description so as not to encumber the rest of the park area from uses such as stormwater management.

Upon submittal of the grant application the following funding sources were cited:

General Funds or Local Restricted Funds	\$257,500	
Force account labor/materials	\$10,000	
Federal/State Funds	\$62,500	<i>anticipated amount</i>
Waterways Grant actual	\$48,000	
Donated Labor and Materials	\$20,000	
TOTAL ANTICIPATED	\$350,000	
TOTAL ACTUAL	\$335,500	

Due to the Fisheries Grant being POSTPONED we are \$14,500 short of the \$350,000 committed in the application. It should also be noted that the \$20,000 Donated Labor/Materials was anticipated to be the U of M Students work. It is my plan to work with our consultant to find ways for volunteers to assist with some of the minor landscaping installation and wetland habitat restoration.

At this time the Village does not need to state where funds come from, however I wanted Council to be aware of what the funding expectations are.

**ACTION REQUESTED**

Please review the grant agreement and provide any comments or questions prior to the meeting in order to try to receive a response from the Grant Coordinator. The resolution and agreement must be back to the MNRTF by July 1, 2010. Please note that the resolution language was provided by the MNRTF.

Thank you.



SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and Environment, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$ \_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_  
The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources and Environment, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT**

**Project Number: TF09-028**

**Project Title: Mill Creek Park Development**

This Agreement is between the Michigan Department of Natural Resources and Environment for and on behalf of the State of Michigan ("DEPARTMENT") and the **VILLAGE OF DEXTER IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 27 of 2010, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **July 1, 2010**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF09-028** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through May 1, 2012**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
  - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND  
GRANTS MANAGEMENT  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT  
PO BOX 30425  
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: ALLISON BISHOP Title: COMMUNITY DEVELOPMENT  
MANAGER  
Mailing Address: 8140 MAIN ST., DEXTER, MI 48130  
Phone Number: 734-426-8303 Fax Number: 734-426-5614  
E-mail Address: abishop@villageofdexter.org

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Fishing and Observation Areas

Storm Water Management/Wetland Enhancement

Boardwalk and Pathways

Streambank Stabilization/Native Landscaping

Amphitheatre

Boating Access Sites

Interpretive Signage

6. The DEPARTMENT agrees as follows:

a. To grant to the GRANTEE a sum of money equal to **Fifty-Six (56%) percent of Eight Hundred Thousand (\$800,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred Fifty Thousand (\$450,000.00) dollars**.

b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Fifty-Six (56%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred Fifty Thousand (\$350,000.00) dollars** in local match. This sum represents **Forty-Four (44%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the

- development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
- iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2010** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **August 1, 2012**. If the GRANTEE fails to submit a complete final request for reimbursement by **August 1, 2012**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of

the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.  
It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Natural Resources and Environment-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor-recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program

- of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
  25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
  26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
  27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
  28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
    - a. Terminate this Agreement; and/or
    - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
    - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
    - d. Require repayment of grant funds already paid to GRANTEE.
    - e. Require specific performance of the Agreement.
  29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement

after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
  - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_,  
date

\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

MICHIGAN NATURAL RESOURCES TRUST FUND  
DEVELOPMENT PROJECT AGREEMENT

**GRANTEE**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_

1) \_\_\_\_\_

Title: \_\_\_\_\_

2) \_\_\_\_\_

Date: \_\_\_\_\_

Grantee's Federal ID#  
\_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT**

SIGNED:

WITNESSED BY:

By \_\_\_\_\_  
Jim Wood

1) \_\_\_\_\_

Title: Manager, Grants Management

2) \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

**LEGAL DESCRIPTION**  
**VILLAGE OF DEXTER MILL CREEK PARK**  
**PHASE 1**

A PARCEL OF LAND LOCATED IN THE WEST ½ OF SECTION 6, T.2S., R.5E., IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN. GENERALLY DESCRIBED AS THAT PORTION OF LAND BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF DEXTER-ANN ARBOR ROAD; BOUNDED ON THE SOUTH BY THE EXTENDED SOUTH LINE OF GRAND STREET, AS RECORDED IN THE PLAT OF THE VILLAGE OF DEXTER, RECORDED IN LIBER 27 OF DEEDS, PAGES 532 AND 533, WASHTENAW COUNTY RECORDS; BOUNDED ON THE WEST BY THE EASTERLY WATER'S EDGE OF THE MILL CREEK; BOUNDED ON THE EAST BY THE WESTERLY LINE OF JEFFORDS STREET AND LOTS 2 AND 4 IN BLOCK 25, OF SAID PLAT OF THE VILLAGE OF DEXTER. COMPRISED OF THE FOLLOWING PARCELS MORE PARTICULARLY DESCRIBED AS:

(BEGINNING WITH THE NORTHERLY PARCEL, PROCEEDING TO THE SOUTH)

**LANDS RECEIVED PER L. 4693, P. 959, PARCEL "B" ON PARCEL SKETCH  
PREPARED BY OHM:**

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 18, OF THE ORIGINAL PLAT OF THE VILLAGE OF DEXTER, AS RECORDED IN LIBER 27 OF DEEDS, PAGES 532 AND 533, WASHTENAW COUNTY RECORDS: THENCE N.64°29'00"W., 314.48 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEXTER-ANN ARBOR ROAD (MAIN STREET) TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF THE EXISTING INGRESS & EGRESS EASEMENT RECORDED IN LIBER 3162, PAGES 459-464, WASHTENAW COUNTY RECORDS THE FOLLOWING THREE (3) COURSES, S.23°21'22"W., 38.21 FEET; THENCE ALONG A CURVE TO THE LEFT WITH RADIUS OF 151.00 FEET, A CENTRAL ANGLE OF 21°23'58" (CHORD BEARS S.12°39'24"W., 56.07 FEET) A DISTANCE OF 56.40 FEET; THENCE S.01°57'27"W., 84.05 FEET; THENCE N.64°38'00"W., 47± FEET TO THE WATER'S EDGE OF THE MILL POND; THENCE NORTHWESTERLY ALONG THE WATER'S EDGE OF THE MILL POND, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEXTER-ANN ARBOR ROAD; THENCE S.64°29'00"E., 118± FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION OF THE ABOVE DESCRIBED LAND BEING DEDICATED FOR RIGHT-OF-WAY IN LIBER 309, PAGE 73.

ALSO EXCEPTING THE EASTERLY 36 FEET THEREOF TO BE USED FOR RIGHT OF WAY PURPOSES FOR JEFFORDS STREET.

**LANDS RECEIVED PER L. 4704, P. 849, FROM DEXTER AUTOMOTIVE PRODUCTS  
COMPANY:**

LAND IN BLOCK 18 OF THE ORIGINAL PLAT IN THE VILLAGE OF DEXTER, T2S., R5E, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY LINE OF "F" STREET IN THE VILLAGE OF

DEXTER, 1546.56 FEET NORTH AND 2558.93 FEET EAST FROM THE WEST ¼ CORNER OF SECTION 6, T2S, R5E AND RUNNING THENCE NORTH 0°48' WEST 85.66 FEET; THENCE NORTH 19° 50' EAST 145.00 FEET; THENCE NORTH 75° 59' WEST ABOUT 40.00 FEET TO THE EDGE OF THE MILL POND; THENCE UPSTREAM ALONG THE EDGE OF THE MILL POND AS IT WINDS AND TURNS ABOUT 202.00 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF "F" STREET; THENCE SOUTH 48° 11' EAST ALONG SAID NORTHERLY LINE OF "F" STREET ABOUT 15.00 FEET TO THE POINT OF COMMENCEMENT.

TOGETHER WITH ANY INTEREST IN ADJACENT LANDS LYING WEST OF SAID PROPERTY, WHICH LANDS MAY BE SUBMERGED BY THE WATERS OF THE MILL CREEK POND.

EXCEPTING THE EASTERLY 36 FEET THEREOF TO BE USED FOR RIGHT OF WAY PURPOSES FOR JEFFORDS STREET.

**PARCEL ADJACENT TO BLOCK 25:**

A PARCEL OF LAND ADJACENT TO BLOCK 25, PLAT OF THE VILLAGE OF DEXTER, AS RECORDED IN LIBER 27 OF DEEDS, PAGES 532 AND 533, WASHTENAW COUNTY RECORDS, BEING PART OF THE NORTHWEST ¼ OF SECTION 6, T2S, R5E, WASHTENAW COUNTY, MICHIGAN, BOUNDED ON THE NORTHEAST BY THE NORTH LINE OF FOREST STREET, ON THE SOUTHWEST BY THE SOUTH LINE OF GRAND STREET, ON THE SOUTHEAST BY LOTS 2 AND 4 IN BLOCK 25, AND ON THE NORTHWEST BY THE MILL POND.

EXCEPTING THE EASTERLY 36 FEET THEROF LYING BETWEEN THE SOUTHERLY AND NORTHERLY LINES OF FOREST STREET AS PLATTED IN THE SAID PLAT OF THE VILLAGE OF DEXTER TO BE USED FOR RIGHT OF WAY PURPOSES FOR JEFFORDS STREET.

APPENDIX B

BOUNDARY MAP OF THE PROJECT AREA







AGENDA 6-14-10

ITEM L-3

**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: General Code Ordinance Amendment  
Chapter 18, Public Nuisance  
Date: June 14, 2010

Over the past few weeks staff has been working with the Village attorney, Tom Stringer, to revise the Village's general code public nuisance ordinance to address a number of nuisance, blight and incomplete construction issues throughout the Village.

Attached is what is proposed and reviewed by the Village attorney for consideration.

**ACTION REQUESTED**

Please set a public hearing to hear public comment on the proposed amendments.

Following action on the ordinance the amendments will be effective 20 days after posting. If Council adopts the proposed amendments at the July 12<sup>th</sup> meeting the amendments will be effective August 11<sup>th</sup>.

Please feel free to contact me if you have any questions.  
Thank you.

ARTICLE II. PUBLIC NUISANCES\*

\*Cross references: ANIMALS, § 10.  
State law references: Authority to abate nuisances and preserve the public health, MCL 67.1(c).

Deleted: Noisy dogs

Deleted: -35

**Sec. 18-31. Definition of public nuisance and blight.**

For the purposes of this article, a public nuisance and blight is any activity upon, condition of or use of property that:

- (1) Constitutes a public nuisance at common law;
- (2) Endangers the health or safety of the inhabitants; or
- (3) Satisfies any one of the following:
  - a. Accumulation of junk or rubbish, including unlicensed or inoperable motor vehicles, parts of machinery or automobiles, remnants of metal, appliances or other household equipment and other equipment in disrepair and inoperable, boats and trailers, except in a completely enclosed building.
  - b. Growth of lawn, noxious weeds, or other harmful plants over eight inches in height.
  - c. Existence of dead animals, excessive amounts of manure or other unhealthful animal or vegetable substances.
  - d. Existence of any structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling nor useful for any commercial purpose.
  - e. Existence of any vacant dwelling, garage, or other outbuilding which is not kept adequately secured against unlawful entry by any person.
  - f. Open storage of building materials of any kind, including, but not limited to lumber, bricks, concrete, cinder blocks, plumbing materials, electrical wiring or equipment, heating and cooling supplies or equipment, shingles, etc., unless there is in force a valid building permit for construction upon the property and the materials are intended for use in connection with such construction or unless the materials are stored in a completely enclosed building. "Open storage" as used in this ordinance shall mean such storage or accumulation which is visible from any street or sidewalk or adjoining property.
  - g. The pollution of any stream, well or body of water by sewage, industrial wastes, or other harmful substances.
  - h. The storage of harmful or polluting substances upon the land except in secure and properly labeled containers.
  - i. Emission of smoke, noxious fumes, gas, or other substances into the air in harmful quantities.
  - j. The keeping of animals upon premises where such keeping is harmful or offensive to village residents.
  - k. Offering for sale unsanitary or harmful food products.
  - l. Maintenance of gambling devices or games upon the premises.
  - m. Using the premises for the purposes of prostitution.
  - n. In any area zoned or used for residential purposes, the existence of any vacant dwelling, garage, or other building, unless said structure is kept securely locked, windows are glazed, exterior surfaces are kept clean and painted,

Deleted: and

Deleted: S

porches and stairs are stable and free of cracked boards and/or block, and are otherwise protected to prevent entry of the elements, unauthorized persons, or animals.

p. Incomplete Construction, including but not limited to:

1. Incomplete construction is any form of unfinished exterior construction, including excavations, on which there has been no substantial construction activity for at least 6 months.

2. An owner of real estate containing incomplete construction shall be deemed guilty of maintaining a nuisance and/or blight.

3. The Village Council may authorize the continuation of incomplete construction for an additional period of up to 6 months. Such permission shall be conditioned on the posting of a cash bond or letter of credit. The form of such security must be approved by the Village Attorney. The amount of the security shall not be less than the Village Building Official's estimate of the cost of removal of the construction and restoration of the property.

**Sec. 18-32. Creation or maintenance of public nuisance and/or blight.**

If any owner or possessor of any lot or premises, occupied or vacant, within the village limits causes or permits to continue unabated upon such lot any public nuisance and/or blight, then the enforcement officer designated by this article is authorized to initiate the procedure of removing or abating a nuisance and/or blight, as is permitted by section 18-34.

(Ord. eff. 5-25-1981, § 2; Ord. eff. 7-3-2002(2), § 2)

**Sec. 18-33. Enforcement officer.**

The village official charged with responsibility to determine when a public nuisance and/or blight exists, and to seek abatement of the nuisance and/or blight in accordance with this article, shall be the village manager, who is referred to in this article as the enforcement officer. The village manager may enlist the assistance of village staff or consultants in carrying out the duties of this article.

(Ord. eff. 5-25-1981, § 4; Ord. eff. 7-3-2002(2), § 4)

**Section 18-34. Enforcement and Penalties, Municipal Civil Infraction.**

A. The owner and/or the occupant of any property upon which any of the causes of public nuisance, blight or blighting factors set forth in Section 18-31, hereof is found to exist, shall be notified in writing to remove or eliminate such causes of nuisance, blight or blighting factors from such property within ten (10) days after service of the notice upon him. Such notice may be served personally or by registered mail, return receipt requested. Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of the public nuisance, blight or blighting factors are in progress.

B. Failure to comply with such notice within the time allowed by the owner and or occupant shall constitute a violation of this Ordinance.

C. Any person responsible of violating or assisting in the violation of any provision of this Ordinance shall be subject to a municipal civil infraction pursuant to Section 22-10. Each violation and every day upon which such violation shall occur shall be a separate offense. Violators shall also be responsible to reimburse the Village for the actual costs incurred by the Village to remedy the public nuisance, blight or blighting factors and such liability may be enforced by a civil action filed in a court of competent jurisdiction.

**Deleted: ¶**  
n. Property and structures that are not properly maintained, including, but not limited to:¶  
1. Peeling, flaking, and chipped paint on structures.¶  
2. Windows and doors in poor repair and not operable (frames must be weathertight and able to prevent wind, rain or other elements from entering the structure).¶  
3. Accessory structures, garages, fences, decks, and walls not maintained with the same priority as the primary structure.¶

**Deleted:** Abandoned excavations and/or open basements remaining unfilled or uncovered for a period of 90 days or longer, that are situated as to endanger the safety of the public. Upon notification of the nuisance the property owner or occupant shall repair or rehabilitate the dangerous or hazardous condition and any excavation shall be filled to grade level.¶  
p.

**Deleted:** Any building, under construction authorized by a building permit (whether or not expired), having unsafe characteristics, or having a manifestly unsightly appearance, if no significant progress towards completion has been made on the building for more than 90 days.q. Any structural condition, excavation, or hazardous machinery that is a) objectively dangerous; b) left unattended on public or private property for an unreasonable length of time; and c) attracts exploration or trespass by members of the public, especially children.

**Deleted: nuisance**

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**Deleted: (4).** The village will not declare a nuisance under sections 18.31(3)(o) or (p) unless an officer from the fire department or sheriff's department (or other entity authorized by state or local law to provide emergency services) first provides the village with a written statement declaring the department's belief that the condition constitutes an ... [1]

D. If the owner, agent or occupant of the property fails to remove or eliminate such causes of the public nuisance, blight or blighting factors from such property within the time frame established by this Ordinance or as additional time has been granted by the enforcement officer, the Village, or its agent, may enter upon the property and remove or eliminate such causes of blight and all expenses incurred shall be paid by the owner of the property.

E. The Village shall have a lien on the real property from which the public nuisance, blight or blighting condition was removed or eliminated in the amount of the actual cost to the Village to remove or eliminate the public nuisance, blight or blighting factor until such costs are paid by the owner. If these costs have not been paid prior to the preparation of the next tax assessment roll, then such amount shall be assessed as a special tax against the property on the assessment roll and collected in all respects as other taxes under the general tax laws of this state.

AGENDA 6-14-10

ITEM L-4

**VILLAGE OF DEXTER**

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: June 14, 2010**  
**Re: Wastewater Treatment Plant Operations**

At the May 24, 2010 Council meeting Trustee Semifero requested that an item to determine whether to investigate the possibility of contracting out the operations of the Wastewater Treatment Plant be placed on the next agenda.

If Council approves the motion, staff will contact communities/authorities that currently contract out the operation of their plant such as the South Huron Valley Utility Authority, Alpena, Marlette and Milan. The goal of the analysis will be to determine whether contracting out operations will save present and future costs for the Village.

Suggested motion – to instruct staff to investigate the possibility of contracting out the operations of the Wastewater Treatment Plant with the goal of providing initial feedback at the second meeting in July.



**EMPLOYMENT AGREEMENT  
VILLAGE MANAGER  
VILLAGE OF DEXTER  
2010**

This is an employment contract (the "Contract"), made and entered into on \_\_\_\_\_ 2010 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Donna Dettling, hereinafter called "Dettling" as party of the second part.

**WHEREAS**, It is the desire of the employer to continue the employ Dettling as Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

**WHEREAS**, Dettling desires to accept continued employment as Village Manager of the Village of Dexter subject to the terms and conditions herein provided;

**NOW THEREFORE**: inconsideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1 DUTIES**

Ms. Dettling agrees to continue in service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Village Manager by the Village President, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

**SECTION 2 TERM OF EMPLOYMENT**

- A. Dettling agrees to remain in the employ of the Employer until her termination date. The term of employment under this contract commences **July 1, 2010**, and will continue to **June 30, 2011**, at the pleasure of the Employer.
- B. In the event written notice of termination is not given by either party of this contract 90 days prior to its expirations date as hereinafter provided, agreement shall be extended on the same terms and conditions as herein provided, for an additional period up to one year.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Dettling. Dettling may be suspended, terminated and /or removed by affirmative vote of the majority of the members of the Council for any reason or no reason, and with or without cause, as determined by the Council.
- D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Dettling to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

**SECTION 3 SUSPENSION**

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

**SECTION 4 TERMINATION AND SEVERANCE PAY**

In the event Dettling is terminated by the Council without stated cause before expiration of this agreement and during such time that Dettling is willing and able to perform her duties under this Agreement, then in that

event, Employer agrees to pay Dettling a lump cash payment equal to three months salary during the first year; five months salary during the second year; six months salary during the third year and subsequent years of employment. Dettling shall also be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Dettling is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

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

#### **SECTION 5 RESIGNATION**

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

#### **SECTION 6 SALARY**

Employer agrees to pay Dettling for her services, rendered pursuant hereto, an annual base salary of \$ 70,418 effective July 1, 2010, payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to review said base salary and/or benefits of Dettling on the basis of an annual performance review of Dettling made on or about employee's anniversary date, with the next review scheduled for May 2011. The Village Manager position is considered exempt from overtime or compensatory time.

#### **SECTION 7 PERFORMANCE EVALUATION**

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

Each year, in January but no later than the end of the fiscal year, Council and Dettling shall define the goals and performance objectives that they determine necessary for the proper operation of the Village of Dexter and in the attainment of the Council's objectives. The Council working with Dettling shall also establish priority among those various goals and objectives and attempt to reasonably ensure they are attainable within the annual operating and capital budgets adopted by the Council.

#### **SECTION 8 AUTOMOBILE**

Employer will provide a monthly automotive allowance of \$400 "Capped" effective January 1, 2006 for the use of Dettling's personal vehicle.

#### **SECTION 9 FRINGE BENEFITS**

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

**Sick Time** - Dettling shall receive ten [10] days sick leave each year. Sick leave may be accrued and carried forward equal to the number of days needed to cover a 3-month period of disability. Dettling may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

**Insurance Benefits** – Except as otherwise provided in this Contract, the Employer agrees to provide Dettling the same comprehensive health, dental, life (\$50,000) and long and short term disability insurance, under the same plans as apply to other Department Heads of the Employer. Dettling may choose to be compensated for 60% of the total actual value of Medical and Rx coverage at the single rate. Compensation will be made on the first pay period of December.

**Retirement** – The Employer agrees to contribute 5% of Dettling’s gross pay to the retirement programs of Dettling’s choice.

### **SECTION 10 PROFESSIONAL DEVELOPMENT**

- a. After the successful completion of 1 year, employer agrees to budget for and to pay for/tuition reimburse up to \$3,000 “Capped” effective (May 21, 2005) and thereafter until such time as proof of graduation is presented and this benefit is rolled into the salary. Provided that said tuition is at University level education where the letter grad received is a C or better. 50% payable upfront and 50% payable upon successful completion of the course. This benefit is hereby capped at \$3,000 per year. Upon receipt of a Master’s Degree in Public Administration, the annual amount of this benefit will be rolled into Dettling’s salary.
- b. Professional Growth: In addition, the Village agrees to pay for travel and subsistence expenses of Dettling for courses, institutions, and seminars that are necessary for her professional development and for the good of the village, will be authorized by the Village President, and limited only by the employer’s budget.

### **SECTION 11 ARBITRATION**

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

### **SECTION 12 INDEMNIFICATION**

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



AGENDA 6-14-10

ITEM 4-10

**EMPLOYMENT AGREEMENT**  
**2010**  
**VILLAGE TREASURER/FINANCE DIRECTOR**  
**VILLAGE OF DEXTER**

This is an employment agreement, made and entered into this **Day of 2010** by and between the Village of Dexter, State of Michigan, and Marie A. Sherry.

**WHEREAS**, It is the desire of the employer to employ Sherry as Finance Officer/Village Treasurer of the Village of Dexter, subject to the terms and conditions herein provided; and

**WHEREAS**, Sherry desires to accept employment as Finance Officer/Village Treasurer of the Village of Dexter subject to the terms and conditions herein provided;

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

**SECTION 1 DUTIES**

Ms. Sherry agrees to provide service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Finance Officer/Village Treasurer by the Village Manager, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

**SECTION 2 TERM OF EMPLOYMENT**

- A. Sherry agrees to remain in the employ of the Employer until her termination date. The term of employment under this agreement commenced December 17, 2001, which is the initial appointment of office of the Finance Officer/Treasurer and shall be for two years, and may be renewed.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of Sherry according to the ordinance, which provides for the appointment of the village treasurer, hereto attached.
- C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Sherry to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

**SECTION 3 SUSPENSION**

Employer may suspend Sherry with pay and benefits at any time during the term of this agreement for any reason or no reason, with or without cause, and for any period of time, as deemed necessary by the Village Manager.

**SECTION 4 TERMINATION AND SEVERANCE PAY**

Sherry shall be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Sherry is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

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

#### **SECTION 5 RESIGNATION**

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

#### **SECTION 6 SALARY**

Employer agrees to pay Sherry for her services, rendered pursuant hereto, an annual base salary of \$64,450.00 payable in installments at the same time as other management employees of the Employer are paid.

Annual adjustments in base salary shall be made based on an annual performance review of Sherry made in May of each year in place of the current practice of the anniversary date. The Finance Officer/Village Treasurer position is considered exempt from overtime or compensatory time.

#### **SECTION 7 PERFORMANCE EVALUATION**

The Manager will review goals and evaluate the performance of Sherry once a year in May. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Sherry, which may be added to or deleted from as the Manager sees fit. Ms. Sherry requests that discussion by Village Council of her performance be completed in closed session.

#### **SECTION 8 FRINGE BENEFITS**

**Vacation Time** - Sherry shall be credited with twenty [20] days vacation leave upon hire and thereafter annually on her employment anniversary date. Vacation time will be used during the following 12-month period. The practice of paying for vacation time, and carrying over vacation time will cease. The Village has adopted a strict use it or lose it policy.

**Sick Time** - Sherry shall receive twelve [12] days sick leave each calendar year. Sick leave may be accrued and carried forward equal to the number of sick days needed to cover a 3-month period of disability. Sherry may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

**Insurance Benefits** - In the event Sherry elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Sherry in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of \$3,000.00.

Except as otherwise provided in this Agreement, the Employer agrees to provide Sherry the same comprehensive health, dental, life (\$50,000) and long and short term disability insurance, under the same plans as apply to other Department Heads of the Employer.

**Retirement** - The Employer agrees to contribute 10%+ or - of Sherry's gross pay to the retirement program MERS. The maximum employee contribution will not exceed 4%.

### **SECTION 9 ARBITRATION**

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

### **SECTION 10 INDEMNIFICATION**

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

### **SECTION 11 BONDING**

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

### **SECTION 12 OTHER TERMS AND CONDITIONS**

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

### **SECTION 13 REPRESENTATION OF EMPLOYER**

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

### **SECTION 14 SEVERABILITY**

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

### **SECTION 15 NOTICES**

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

Village Manager  
8140 Main St.  
Dexter, MI 48130

Sherry's Address:  
7801 Salem Road  
Northville, MI 48167

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

**SECTION 16 ENTIRE AGREEMENT**

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

**SECTION 17 BINDING NATURE, NON-ASSIGNMENT**

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

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed in its behalf by the Village Manager, the day and year first above written.

\_\_\_\_\_  
Marie A. Sherry

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Dettling  
Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Dettling  
Village Manager

\_\_\_\_\_  
Date

Approved by Village Council at their regular meeting June 8, 2009.



AGENDA 6-14-10

ITEM L-7.

**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Westside Connector  
Date: June 14, 2010

Attached is an email from Washtenaw County Parks engineering consultant Phil Vogelsang, URS re: the estimates costs for the Subdivision Connector or a portion of the Westside Connector.

The approximately 400 feet of subdivision connector pathway (200 feet boardwalk and 200 feet asphalt path) through the Westridge open space (public easement required) is estimated to cost around \$191,000. This segment of the path would connect up to the County B2B/HCMA public pathway (see plans).

Engineering and design for the private segment of the pathway is approximately 10% of the total project cost, approximately \$19,100.

Based on the County's plans to construct the first segment of the trail and bid the second segment as an alternate it was thought that it may be a good opportunity for the Village to consider collaborating with the County and their engineer, URS, to engineer and design the Subdivision Connection. Having this information will also be necessary to begin discussions with the Westridge HOA regarding a public easement for construction and use.

**ITEM FOR CONSIDERATION**

If Council would like to authorize staff to get a project scope from URS to design the project please direct as appropriate.

If Council initiates the design of the Subdivision Connection staff will begin to discuss the necessary easements with the Westridge HOA. Staff will also request that URS include at least one presentation to the Westridge HOA as part of the scope.

Please feel free to contact me if you have any questions.  
Thank you.

## Allison Bishop

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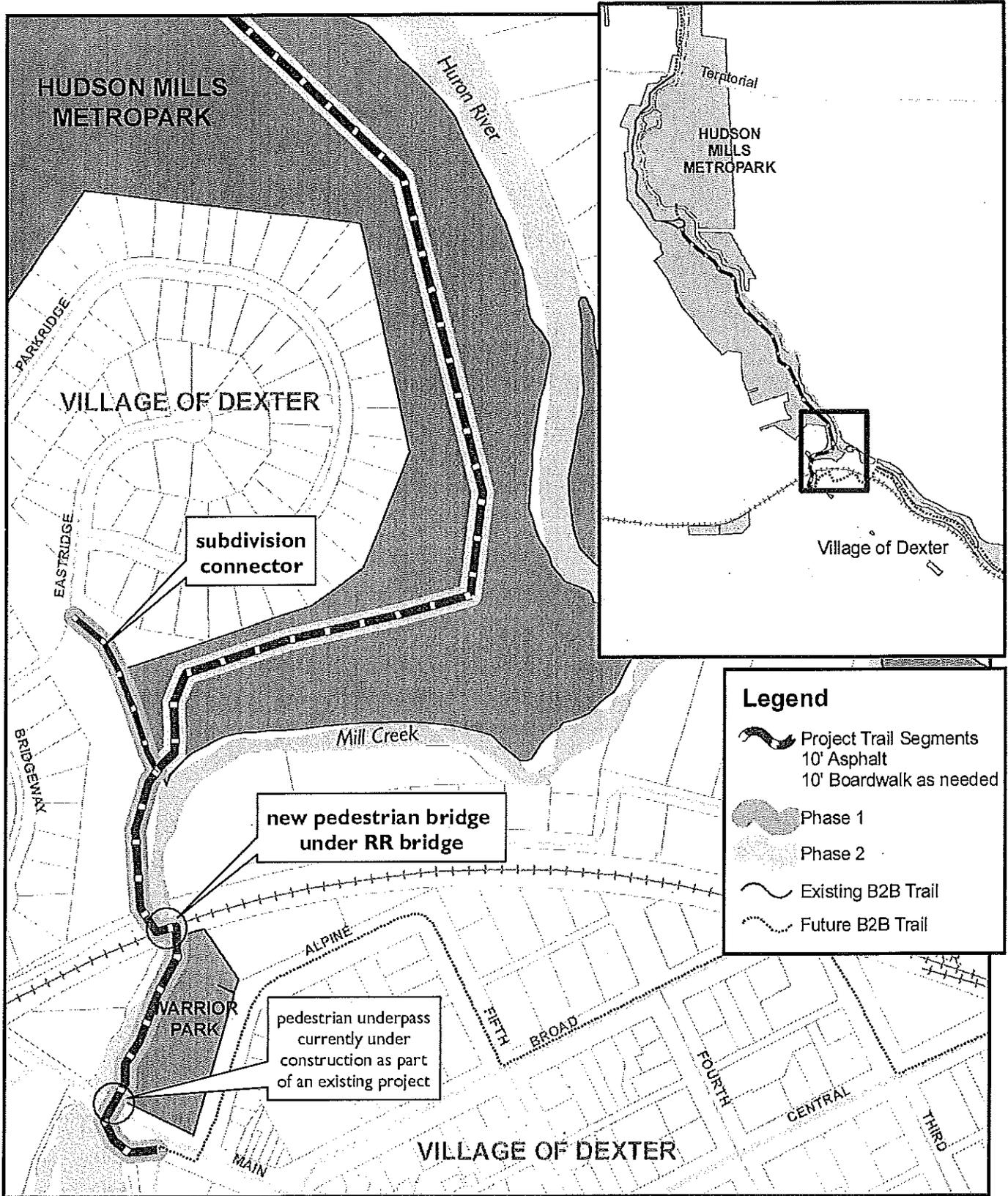
**From:** Phillip\_Vogelsang@URSCorp.com  
**Sent:** Thursday, May 27, 2010 6:41 AM  
**To:** Allison Bishop  
**Cc:** vaughnc@ewashtenaw.org  
**Subject:** RE: Dexter Trail extension into Westridge Subdivision  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

Allison:

A trail extension from the end of the proposed Washtenaw County Parks and Rec trail to Eastridge Drive would be approximately 400 feet long. This would consist of 200 feet of wetlands boardwalk (\$866 per foot) and 200 feet of bituminous trail (\$90 per foot), for an approximate construction cost of \$191,200. Engineering costs would be about an additional 10% of that.

Phillip Vogelsang, PE  
URS Corporation Great Lakes  
616.574.8479 OFFICE  
616.222.4969 FAX

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**Border-to-Border Trail Connection:  
Hudson Mills Metropark to Village of Dexter**

For Transportation Enhancement Grant  
Prepared by Washtenaw County Parks & Recreation Commission, June 17, 2008

