

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

Page # 7-8

I. REPORTS:

1. Community Development Manager – Allison Bishop
Quarterly Report
Animal Ordinance – Clarification of Public Notice Language for August 23
Public Hearing

Page # 9-36

2. Public Works Superintendent – Ed Lobdell
Quarterly Report

Page # 37-44

3. Treasurer/Finance Director – Marie Sherry
Quarterly Report

Page # 45-54

4. Board, Commission, & Other Reports- “Bi-annual or as needed”
Arts, Culture & Heritage Committee
Chelsea Area Planning Team / Dexter Area Regional Team
Dexter Area Chamber
Dexter Area Fire Department (scheduled for August 9)
Downtown Development Authority Chair
Farmers Market Representative
Gordon Hall Mgmt Team Representative
Huron River Watershed Council Representative
Library Board Representative

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Parks & Recreation Commission
Planning Commission
Tree Board Chair
Washtenaw Area Transportation Study Policy/Technical Committee Reps
Western Washtenaw Area Value Express Representative

5. Subcommittee Reports
 - Website
 - Downtown Fire Detection
 - Economic Preparedness

6. Village Manager Report **Page # 55-62**

7. President's Report **Page # 63-64**

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: \$ 217,795.24 **Page # 65-72**

2. Consideration of: Dexter Lions Club request to place 5 signs in the right-of-way from August 14 to August 28 **Page # 73-74**

3. Consideration of: Request from Dexter Daze Committee for assistance with Dexter Daze from Village Staff. **Page # 75-76**

4. Consideration of: 2010-2011 Budget Amendment for Design of Main/Alpine Sidewalk Project **Page # 77-78**

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K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Cityhood
Tom Ryan, Cityhood Attorney

Page # 79-88

2. Consideration of: Proposal from Tom Traciak of ACI Finance

Motion Cousins; support Carson to accept the proposal from ACI Finance to update the water/sewer rate study not to exceed \$6500.

Motion Cousins; support Smith to postpone the motion to accept the proposal from ACI Finance until the next meeting.

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

Nays: None

Motion carries

Page # 89-90

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Amendments to the Tree Replacement Restricted Account
Policy Statement

Page # 91-94

2. Discussion of: Information on Contracting Out the Operation of the
Wastewater Treatment Plant, Water System and Department of
Public Works

Page # 95-206

3. Consideration of: Contract Options for Utilities Superintendent Transition

Page # 207-216

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

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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

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, JULY 12, 2010

AGENDA 7-26-10
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 PM by President Keough in the Creekside Intermediate School located at 2615 Baker Road 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. Regular Council Meeting – June 28, 2010

Motion Smith; support Semifero to approve the minutes of the Regular Council Meeting of June 28, 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 addition:

Add item L-6 under New Business, Consideration of a moratorium on the enforcement of parking in the residential area until a consistent policy is developed.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

Amendments of the General Code Chapter 18 – Public Nuisances

Consideration of: Amendments to the General Code Chapter 18 – Public Nuisances
The public hearing was opened at 7:34 PM. There was not any public comment.
The public hearing was closed at 7:35 PM.

Motion Semifero; support Carson to approve the General Code Chapter 18 – Public Nuisances Amendment with a modification in Section 18-31, item *n* to delete the following: *In any area zoned or used for residential purposes.*

Discussion included a recommendation that as there are usually not a lot of people present at hearings have the information from a public hearing presented at a town hall meeting or announce the results of the public hearings at a town hall meeting after they have been approved.

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

Nays: None

Motion carries

G. NON-ARRANGED PARTICIPATION

Tom Jarvis of 7649 Forest, Dexter, reported on an incident at his home on Saturday, July 10. Washtenaw Sheriff's deputies were at his house twice that day because of vehicles parked in front of his home and he was told that he would be ticketed in the future. Mr. Jarvis also stated that he would like to see improvements on the alley way to make that road area more useful. Mrs. Dettling apologized regarding the enforcement issue as the Sheriff's Department was only supposed to inquire as to the ownership of the vehicles.

Mark Ouimet, District 1 County Commissioner, reported that Washtenaw County received an outstanding rating for fiscal responsibility. Only two counties in the state received this honor- Washtenaw and Oakland.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Washtenaw County Road Commission – Mast Road Bridge Repair Meeting Notice – July 27 from 6 pm to 8 pm at the Dexter District Library
3. June Citation List
4. Washtenaw Area Transportation Study Membership Dues Letter
5. Washtenaw Area Transportation Study Newsletter
6. Letter from Chelsea Area Wellness Foundation Regarding Grant Request
7. 2009 Certificate of Appreciation/Community Initiative Award from the Michigan Department of Community Health

I. REPORTS

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

Dexter Area Fire Department – Jim Seta/Ray Tell
Report moved to the July 26 meeting.

2. Subcommittee Reports

Website - None

Downtown Fire Detection - None

Economic Preparedness – Mr. Smith reported that the next meeting will be Monday, July 19 at 4:45 pm at the Village office.

3. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling reported that the July 13 meeting with Larry Cobler regarding the Baker Road Pedestrian Crossing has been changed to July 20; the July 14 meeting with Adams Outdoor is to discuss the current agreement and future opportunities; and the July 15 Downtown Development Authority Meeting will be held at the Dexter Museum. Mrs. Dettling was asked about the progress of the pavement review and if there were any updates from the Boundary Commission.

4. President's Report

Mr. Keough submits his report as per packet. Mr. Keough thanked Mrs. Dettling and any others who helped host the representatives from the City of Milan who viewed the Mill Creek dam project. Mr. Keough also spoke about the meeting with Adams Outdoor and the July 20 meeting with Ann Arbor Transit Authority.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$577,693.43
2. Consideration of: Request from the Dexter Daze Committee to hold the Dexter Daze Parade on August 14, 2010 from Inverness and Ann Arbor Street to Main and Jeffords
3. Consideration of: Request from the Dexter Daze Committee to close Central Street from Main to 5th from noon on August 12 to noon on August 15
4. Consideration of: St. Andrew's United Church of Christ request to place 5 signs in the right-of-way from July 26 to August 5 to advertise their Ice Cream Social

Motion Fisher; support Smith to approve items 1, 2, 3 and 4 of the consent agenda.

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Facilities Next Steps
Proposal from Trustee Cousins
GO Bond Extension Info

Ms. Nicholls answered question regarding the GO Bond and that it would not actually be an extension but a refinancing of the original bond. Discussion followed with a request for more information on the bond, scenarios that could fund a bond, cost of a new fire station and what is needed in a station. A request was to have information back by the August 9 meeting.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Scope of Services from URS to Complete Design of Connection from Border to Border Trail to Westridge

Motion Tell; support Semifero to follow the recommendation of staff on the scope of services from URS not to exceed \$23,000 to complete the design of the connection from the Border to Border Trail to Westridge.

Ayes: Smith, Semifero, Tell, Fisher and Keough

Nays: Carson and Cousins

Motion carries 5 to 2

2. Consideration of: Scope of Services from OHM for Design/Bid of Sidewalks to Connect Alpine Street to the Warrior Creek Park Entrance Driveway

Motion Smith; support Semifero to approve the Scope of Services from Orchard, Hiltz and McCliment not to exceed \$8500, keeping the parking spaces along Alpine, developing the sidewalk along Main Street and Americans Disabilities Act accessibility on the opposite side of Alpine Street.

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

Nays: None

Motion carries

3. Consideration of: Proposal from ACI Finance to Update Water/Sewer Rate Study

Motion Cousins; support Carson to accept the proposal from ACI Finance to update the water/sewer rate study not to exceed \$6500.

Motion Cousins; support Smith to postpone the motion to accept the proposal from ACI Finance until the next meeting.

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

Nays: None

Motion carries

At 10:15 pm a recess was taken and the meeting re-convened at 10:20 pm

4. Consideration of: Setting a Public Hearing for August 9, 2010 to consider Amendments to the General Code of Ordinances, Article 1, Section 10, Animals

Motion Smith; support Cousins to set a Public Hearing for August 23, 2010 to consider amendments to the General Code of Ordinances, Article 1, Section 10, Animals.

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

Nays: None

Motion carries

5. Consideration of: Planning Commission recommendation for amendments to Article 7 of the Zoning Ordinance – Signs

Motion Smith; support Tell to approve the Planning Commissions recommendations for amendments to Article 7 of the Zoning Ordinance – Signs.

Following discussion on sign boards and temporary signs, Mr. Smith withdrew his motion.

Motion Smith; support Semifero to send the amendments to Article 7 of the Zoning Ordinance – Signs back to the Planning Commission to re-look at temporary signs in relation to size and number.

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

6. Consideration of: Moratorium on Parking Enforcement

Discussion followed regarding the on street parking enforcement.

M. COUNCIL COMMENTS

Tell	None
Carson	None
Fisher	None
Jones	Updated Council on the passing of Mary Ann Simpkins' husband and the recent illness of Henry Thurston.
Smith	Restoration of the grass along Forest Street is fine where the netting was used but the area that was hydro-seeded is all weeds.
Semifero	Attended the Homeowners Association at Westridge and the Association will call a special meeting to discuss the easement for a path connector. Mr. Semifero asked about a spring trash pick-up and people cutting through Westridge to avoid traffic on Dexter Pinckney Road.
Cousins	Invited Council members to the 50 th Wedding Anniversary of Paul and Pat Cousins.

N. NON-ARRANGED PARTICIPATION

None.

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

Motion Smith; support Fisher to go into closed session for the purpose of discussing labor negotiations at 11:52 pm

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

Nays: None
Motion carries

Motion Smith; support Semifero to leave closed session at 12:14 am.

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

P. ADJOURNMENT

Motion Smith support Cousins to adjourn at 12:14 am.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2010 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Regional Fire Consolidation	7/21/2010	3:30 p.m.	Dexter District Library		Shawn Keough
Webster Township Planning	7/21/2010	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Huron River Watershed Council	7/22/2010	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	http://www.hrwc.org/	Paul Cousins
Dexter Village Council	7/26/2010	7:30 p.m.	Creekside Cafeteria	http://www.villageofdexter.org	
Scio Township Planning	7/26/2010	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Board	7/27/2010	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	7/27/2010	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Dexter District Library Board	8/2/2010	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	8/2/2010	7:30 p.m.	Creekside Cafeteria	http://www.villageofdexter.org	Jim Carson
Dexter Village Arts, Culture & Heritage Committee	8/3/2010	7:00 p.m.	Creekside Cafeteria	http://www.villageofdexter.org	Paul Cousins
Washtenaw Area Transportation Study-Technical	8/4/2010	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronevelt
Washtenaw County Board of Commissioners	8/4/2010	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Dexter Area Fire Board	8/5/2010	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Area Historical Society	8/5/2010	7:30 p.m.	Gordon Hall	http://www.hvcn.org/info/dextermuseum/	
Dexter Village Council	8/9/2010	7:30 p.m.	Creekside Cafeteria	http://www.villageofdexter.org	
Scio Township Downtown Development Authority	8/9/2010	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Planning	8/9/2010	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Board	8/10/2010	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Area Chamber of Commerce	8/11/2010	8:00 a.m.	TBD	http://www.dexterchamber.org/	Paul Cousins

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

AGENDA 7-26-10
 ITEM 11-1



MEMORANDUM

TO: Village Council / Planning Commission
Donna Dettling, Village Manager
FROM: Allison Bishop, AICP, Community Development Manager
SUBJECT: 4th Quarter Board and Commission Update FY 09-10
DATE: July 20, 2010

Attached you will find the FY 09-10 4th quarter Board and Commission update, Zoning/Ordinance Activity report, and Project Summary. You will also find an update on current Village projects and a summary of ongoing projects and activity from the Community Development Office.

Parks and Recreation Commission (PaRC)

Annual budget review – The PaRC provided budget recommendations to Council for inclusion in the FY 10-11 budget.

Westside Connector – The PaRC reviewed the County Parks site plans for the Westside Connector segment of the Border to Border (B2B) trail and Segment D1 of the B2B. Village Council approved the scope for the design and engineering of the subdivision connector to Westridge in an amount not to exceed \$23,000.

Mill Creek Park –

Design and development documents were started. The MDNRE Part 303 (Wetland and Floodplain) Permit was submitted June 22, 2010. The goal is to bid the project in Aug/Sept and start construction this fall.

Village Council approved the MNRTF Grant Agreement and committed the \$350,000 match. The project must be complete by May 1, 2012.

Village purchased approximately 15 acres of property on the west bank of the Mill Creek to assist with stream restoration and wetland mitigation as part of the Mill Creek Park development.

Planning Commission

Zoning Ordinance -

Article 17, Research and Development amendments were adopted. Amendments to Article 7, Signs, are currently under review.

General Code Amendments –

Pending approval are amendments to the Public Nuisance and Animal Ordinances.

2010-2015 Capital Improvements Plan – The Planning Commission adopted the 2010-2015 CIP on May 3, 2010 and Village Council accepted the CIP on May 10, 2010.

Special Land Use Approved – Absolute Fun Center, Indoor Recreation was approved at 3219 Broad Street, the Wallace Building or former Busch’s. No additional information has been provided by the applicant regarding build out.

Monument Park Gazebo repair – Bid and awarded contract to Dexter Builders to repair the roof on the gazebo in Monument Park.

Tree Board

Tree planting and trimming – Annual tree planting and tree trimming was completed. Planting was completed along Dexter Ann Arbor Road and at other various locations throughout the Village. Trimming was completed along Hudson Street. Both projects were bid and awarded to low bidders. Resident tree planting was offered again this year and approximately 10 residents took advantage of the program.

Tree City USA – The Village was recognized for its 2nd year as a Tree City USA recipient. 2 year signs were added to the Tree City USA signs along Dexter Ann Arbor Road and Central Street.

Arbor Day – Arbor Day celebration included distribution of 200 seedlings, banner, signs and newsletter articles. Local day cares were given seedlings and educational information on the importance of trees.

Tree Replacement Policy – The Tree Board, Parks and Recreation Commission, Planning Commission and Village Council reviewed potential amendments to the Tree Replacement Policy in light of a significant contribution due from UMRC likely in FY 10-11.

Other

FACEBOOK – I launched the Village’s Facebook page on May 4th. As of July 16th the Village has almost 400 fans. The site has been used to update fans on activities in town such as the Friday night summer music series, Farmers Market, Community Garden and Village meeting agenda items and useful information.

Main/Alpine Walkability – Solicited a scope of services from OHM to complete a walkability and sidewalk improvement project within the downtown to connect major village destinations to Warrior Creek Park and/or the Main Street Bridge.

Baker Road Storm Project – Coordinated scope of work and contractors to determine necessary storm improvements along Baker Road. Determined necessary permitting requirements and coordinated collection of data required for permit. Coordinated permit submittal in an effort to reduce costs.

Scio Township Trail Planning Team – I continue to participate in the trail committee evaluating potential non-motorized trails throughout the Township and the connections to existing or planned regional trail systems. Goal is to select one project to recommend for construction ASAP. The committee’s final report should be available by August.

Downtown Fire Subcommittee – Appointed to downtown fire prevention subcommittee. Working with inspector Dettling to compile survey results. 60% of surveys received to date.

DAPCO Redevelopment Subcommittee – Appointed to committee – one meeting has been held.

Newsletter – Contributed to the newsletter, Wellhead Protection, parks, trees, environmental education, special thanks and ice rink close out.

Wellhead Protection – Coordinating ¼ ly Wellhead Protection meetings and grant requirements based on grant funding received. Ordered and distributed reusable grocery bags in coordination with sponsors Busch’s

and Country Market. Bags had groundwater protection education and were available at Busch's, Country Market and the Village Offices.

Elections and Bylaws – Annually in July the Planning Commission, Parks and Recreation Commission and Tree Board review their bylaws and hold elections. Bylaw review and elections were held this July.

Education

Attended workshops on preparing your community for social media, using social media for marketing your community and learning Microsoft Access. I plan to use Access to create a database to manage planning and zoning permits in lieu of having to purchase permit management software.

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

**Village of Dexter
4th Quarter Update 2009-10
April 1, 2010 – June 30, 2010**

Dexter Crossing – Blackhawk Development / Signature Home Traditions

NO NEW ACTIVITY

Victoria Condominiums

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Not Sold (Total Units)	98(114)
Single Family Homes Final Zoning Compliance	0

CONDOS

- A maximum of five buildings may be under construction at any one time.
- Homestead exemption forms will be required for each Final Zoning Compliance request.
- No Change.

SINGLE FAMILY

- 8 vacant single-family home sites remain in Dexter Crossing under BHD control.
- All home plans must have HOA approval for Zoning Compliance.
- The roads within Phases 1-5A were milled and resurfaced – October 2009

COMMERCIAL

- Occupancy remains at fifteen (15) or 64% based on units, and at 61% occupied based on square footage.
- No new information on potential new tenants.
- Dedication of underground utilities still required.

Dexter Crossing (Phases 6-8) - Peters Building Company

NO NEW ACTIVITY

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Remaining <small>(ready for occupancy, not sold)</small>	0
Vacant Lots	51

- Final punch list walk through conducted October 2006. Another final walk necessary prior to dedication.
- An assessment of road maintenance is recommended due to the age of the roads and due to the future request for road dedication.

West Ridge of Dexter – JR Homes/Mancuso Homes/Hazel Ravine Partnership

Preliminary Zoning Compliance	1
Final Zoning Compliance	0
Units Remaining <small>(ready for occupancy, not sold)</small>	1
Vacant Lots	79

- 36 lots controlled by Mancuso Homes may be purchased by a developer, Robertson Brothers. Robertson Brothers has made contact with the Village, but we have not heard if they have closed.
- Hazel Ravine Partnership controls 24 lots.
- Westridge of Dexter (Peters Building) controls 34 vacant lots, three of which are under construction or have closed.

- HOA bylaws reviewed to assure for architectural compatibility. Materials must be compatible, no architectural requirements, only restricted materials.

Cedars of Dexter – UMRC / Gordon Hall Project

Preliminary Zoning Compliance	17
Final Zoning Compliance	0
Units Remaining	3
Total Units	60

- The Planning Commission recommended approval of the Final site plan on May 7, 2007. The Village Council approved the final site plan on September 24, 2007.
- The development agreement was approved by the Village Council on January 14, 2008.
- Water and sewer permits were granted by the MDEQ in May 2008.
- The Club House is slated to be completed in October 2010 and many of the residents will move in following the opening. Tap fee has been paid.
- Per the development agreement the developer is required to submit the tree contribution when the 30th C of O is requested for the development.
- The tree contribution was raised to \$240,188.52 based on a minor amendment approval resulting in a reduced landscape plan in July 2010.
- A minor amendment was approved in April 2009 due to changes in the building and community center layouts.
- Council approved execution of an Estoppel Certificate.

Dexter Pharmacy (Phase 1)

- Final Site Plan was approved September 14, 2009 plan date 8-13-09.
- Demolition and site development started in December 2009.
- Site construction started spring 2010.
- Project is slated to be completed in December 2010.

Dexter Wellness Center (Former Colorbok site)

- The Village Council approved the final site plan for the overall site development on October 8, 2007. An extension has been granted until October 8, 2011.
- Water and Sewer permits for the project were issued by the MDEQ in October 2008.

Wallace Building

- Final Zoning Compliance was issued for the project in October 2007.
- Simpson Chiropractic opened this quarter. Absolute Fun Center special land use for indoor recreation was approved this quarter, however there has been no activity since.
- Uses that compete with Busch's are not permitted for 10 years following Busch's relocation to Dexter Ann Arbor Road location (2007).

Katie's Restaurant

- The second one year final site plan extension was granted to November October 12, 2010.

Schulz Development – Mill Creek Building

- The Planning Commission recommended approval of the combined site plan on November 5, 2007. The Village Council approved the combined site plan on November 26, 2007.
- The final site plan expired on November 26, 2009, however an extension was granted by the DDA and Village Council to extend the development agreement and site plan to December 1, 2010.
- The Village Council passed a resolution to vacate the ROW needed for the project and passed a resolution to sell the property to the developer.
- The Village sold the vacated property (closed June 2008).
- Met with the developer this quarter and there is still interest in the development, however financing cannot be awarded until property is 70% leased. The developer indicated that there was no interest in selling the property.

Plans Approved

Plan Reviews

Other

- County Parks B2B and HCMA Trail Support
- Wellhead Protection Program – received donations for reusable grocery bags
- OHM Update meetings
- Coordination of EQ Basin soil for Mill Creek Park
- Scio Township Non-Motorized Trail Committee meetings
- Village Facebook Page Maintenance
- Revise permits and procedures as necessary
- Tree trimming and Tree Planting bids
- Newsletter contribution
- Arbor Day Celebration

Grants

- MNRTF-Michigan Natural Resources Trust Fund - \$450,000 (AWARDED)
- GLBFHP (Great Lake Basin Fisheries Habitat Protection) - \$143,000 (Not Awarded)
- Connecting Communities Initiative (CCI) - \$80,000 (Not Awarded) (NOT AWARDED, however preferred for B2B funding.
- DDA ADA Ramp Contribution - \$150,000 (AWARDED)
- Inland Fisheries - \$25,000 (Grant postponed)
- Waterways Infrastructure - \$48,000 (AWARDED)
- National Oceanic and Atmospheric Administration (NOAA) - \$1.6 million (Not awarded)
- Plum Creek Foundation - \$10,000 (September notification) (Not Awarded)
- Wellhead Protection - \$6,357 (October notification) AWARDED
- Sustain Our Great Lakes Community Grant - \$253,622 (April 2010 notification) (Not Awarded)
- Community Forestry Grant - \$10,500 (November notification) (Not Awarded)

**Village of Dexter
4th Quarter Report 2009-10
April 1 - June 30, 2010**

1st Quarter Activity April 1 - June 30, 2010	1st Qtr. July-Sept	2nd Qtr. Oct-Dec	3rd Qtr. Jan-March	4th Qtr. April-June	09-10 YTD Total	08-09 YTD Total	07-08 YTD Total	06-07 YTD Total	2005 YTD Total	2004 YTD Total	2003 YTD Total
Prelim. Zoning Compli. Permits	25	12	13	15	65	32	32	98	67	211	161
(New Construction)	4	2	1	1	8	2	2	11	12	107	75
Condominium Units (Commercial/Office)	16	9	8	6	39	0	2	0	1	21	2
(Additions/Remodels/Build outs)	5	1	2	0	8	5	5	30	8	3	
(Fences)	7	3	6	4	20	13	10	21	5	5	3
(Accessory structure)	0	0	0	0	0	2	2	8	2	5	11
(Decks)	1	0	0	0	1	2	1	4	1	5	3
	2	3	0	4	9	8	10	24	38	65	65
Final Zoning Compli. Permits	7	13	5	11	36	29	44	58	188	157	122
(New Construction)	0	5	1	2	8	2	10	9	38	85	78
(Additions/Remodels/Build Outs)	6	0	0	1	7	9	10	4	19	6	1
(Fences/decks)	1	3	0	3	7	0	13	25	121	58	43
(Accessory structure)	0	0	0	0	0	0	2	0	2	1	0
(Commercial/Office)	0	5	0	1	6	18	6	19			
(Condominiums)	0	0	11	4	15	0	3	0	8	7	0
PERMITS/OTHER											
(Temporary Uses/Structures)	1	0	0	6	7	0	6	7	11	7	0
Land Division / Combination	1	0	0	1	2	3	4	2	0	3	2
Ordinance Amendments	2	1	5	1	9	4	15	11	9	11	6
Rezoning or Conditional Rezoning	1	0	0	0	1	2	0	1	0	1	0
Special Use Permits	0	0	1	0	1	1	0	8	6	1	3
Preliminary Site Plan Approvals	0	0	0	0	0	0	1	4	3	0	1
Final Site Plan Approvals	0	0	0	0	0	0	2	4	3	0	2
Combined Site Plan Approvals	1	1	0	0	2	1	3	1	2	0	1
PUD Area Plan	0	0	0	0	0	0	0	1	0	0	2
(Sign Permits)	3	2	1	3	9	10	12	21	13	11	14
(Temporary Signs/Sandwich)	4	10	7	11	32	13	21	37	21	14	
Outdoor Seating Permits	0	0	0	10	10	6	2	5	6		
(ZBA Cases) Non-Residential	1	0	0	1	2	1	1	2	3	5	3
(ZBA Cases) Residential	0	0	0	0	0	2	2	4	4	3	2
Variances Granted	1	0	0	1	2	2	2	5	7	7	5
Demolition Permits	1	2	2	1	6	2	2	6	5	2	4
Right-of-way permits	1	1	4	1	7	1	2	0	4	3	
Park Use	5	1	6	3	15	14	6	7	4		
Home Occupation Permits	0	0	0	0	0	0	2	3	2	2	1

**Village of Dexter
4th Quarter Report 2009-10
April 1 - June 30, 2010**

1st Quarter Activity April 1 - June 30, 2010	1st Qtr. July-Sept	2nd Qtr. Oct-Dec	3rd Qtr. Jan-March	4th Qtr. April-June	09-10 YTD Total	08-09 YTD Total	07-08 YTD Total	06-07 YTD Total	2005 YTD Total	2004 YTD Total	2003 YTD Total
Freedom of Information Requests	0	0	0	0	0	1	1	1	1	8	4
Hawkers & Peddlers Permits	1	0	4	7	12	9	9	12	10	7	4
Requests for service/Correspondence	0	1	0		1	14	9	28	15	33	-
Resident/Merchant/Business Communic. Enforcement	15	9	0	68	92	6	24	48	38		
Initial Notice	9	23	58	66	156	116	200	0			
Second Notice	2	3	1	3	9	11	11	8	10	11	20

- * General Code Amendment : PENDING, Animals and Public Nuisance
- * Zoning Ordinance Amendment Pending: Article 7
- * Zoning Ordinance Amendments: Article 17, Research and Development
- * Site Plans : Cedars of Dexter Minor Amendment for Landscaping plan approved
- * Sign Permits: Fink Law, Dexter Community Garden, Dexter Town Center
- * Rezoning: None
- * Special Use Permits: None

- * Resolutions/Support : MNRTF Grant Agreement Approved
- * Enforcement :31 signs, 3 junk/rubbish, 9 vehicles, 21 grass, 2 dogs
- * ZBA : Fink Law Sign
- * Modification requests: Cedars of Dexter Landscape plan

Revenue -

Through September 30, 2009	Zoning Compliance Permits: \$1,190 Site Plan Review Fees: \$1,500 Misc. Planning/Zoning Fees: \$0
Through December 31, 2009	Zoning Compliance Permits: \$3,200 Site Plan Review Fees: \$1500 Misc. Planning/Zoning Fees: \$0
Through February 28, 2010	Zoning Compliance Fees: \$4,358.25 Site Plan Fees: \$1500 Misc. Planning/Zoning Fees: \$0
Through May 31, 2010	Zoning Compliance Fees: \$7,564.50 Site Plan Fees: \$1525 Misc. Planning/Zoning Fees: \$0



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: General Code Amendments Discussion
Chapter 10, Article I and II – Public Hearing set for August 23, 2010
Date: July 26, 2010

At the July 12, 2010 Village Council meeting staff was directed by Council to determine what overlap the Village's proposed Animal Ordinance had with State Law.

Based on the information attached everything in the Village's Ordinance is permitted by law, however the Village must adopt our own ordinances for the Village to receive any of the fees/fines associated with the issuance of tickets. The Village must also adopt ordinances for staff to enforce; staff cannot enforce State Law without the assistance of the sheriff.

The proposed ordinance included overlapping regulations, however what has been provided in your packet is recommended based on what the ordinance currently remains silent on.

Based on further review of the information it is recommended that Article I (ANIMALS) and Article II (DOGS) of Chapter 10 be amended, attached.

ARTICLE I – Animal Ordinance

Based on additional review of the information it is recommended that the attached Article I, Animals be posted for public hearing. The ordinance as recommended by the Planning Commission permits chickens and bees within the Village. If Council is considering not permitting chickens or bees within the Village it is recommended that the ordinance is posted as such. Language has not been drafted to prohibit chickens and/or bees, however if that is the direction of Council it can be easily accomplished.

Also attached is information from various other communities in Michigan that do or do not permit chickens.

ARTICLE II – Dog Ordinance

It is recommended that Article II Dogs also be amended to include additional regulations for dogs within the Village. Proposed amendments include, but are not limited to definitions, further definition of noise dog regulations, pet ownership in the Village, including limitations on the number of dogs and specific information on violations.

ACTION REQUESTED

Please provide direction on how the Council would like me to post the proposed amendments, specifically related to Chickens and Bees.

Please feel free to contact me prior to the meeting with questions.

ARTICLE I. ANIMALS*

Sec. 10-1. Municipal civil infraction.

Any person who violates any provision of this article shall be responsible for a civil infraction, subject to payment of a civil fine as set forth in section 22-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 22-38.

Sec. 10-2. Domestic animals and fowl.

- (1) No person shall keep or house any animals or domestic fowl within the Village limits except dogs, cats, rabbits, canaries or small animals commonly classified as pets which are customarily housed inside dwellings as household pets.
- (2) Subsection (1) shall not apply to animals or fowl that are kept or housed at Village parks facilities for exhibition.
- (3) Subsection (1) shall not apply to the keeping of bees in compliance with all the requirements of Section 10-3.
- (4) Subsection (1) shall not apply to the keeping of chickens in compliance with all requirements of Section 10-4.

Nothing in this ordinance shall prohibit the Village or a third party from bringing a nuisance action based on the keeping of animals.

Sec. 10-3. Bees.

No person shall keep or possess an apiary containing more than 2 stands or hives of bees within the Village of Dexter.

- (1) Any person who keeps bees in the Village of Dexter shall obtain a permit from the Village prior to acquiring the bees. No permit shall be issued to a person, by the Village, and no chickens shall be allowed to be kept unless the owners of all residentially zoned adjacent properties (as defined below in subsection (3)f.) consent in writing to the permit and this consent is presented along with an application for a permit. Written statements waiving the distance requirement in subsection (3) below shall also be submitted at the time of application and become a part of the permit if issued. Application shall be made to the Village and the fee for the permit shall be as determined by Council resolution.
Permits expire and become invalid 5 years after the date of issuance. A person who wishes to continue keeping bees shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit.
- (2) Notwithstanding the issuance of a permit by the Village, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person

whose property is subject to private restrictions that prohibit the keeping of bees is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

(3) A person who keeps bees on his or her property shall comply with all of the following requirements:

a. Have been issued the permit required under subsection (1) of this section.

b. Keep no more than 2 stands or hives of bees.

c. The principal use of the person's property is for a single-family dwelling or two-family dwelling.

d. A person shall not keep bees in any location on the property other than in the backyard. For purposes of this section, "backyard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with the rear building line of the single-family or two-family structure and extending to the side lot lines.

e. No apiary shall be located closer than 10 feet to any property line of an adjacent property;

f. All enclosures for the keeping of bees shall be so constructed to protect the safety of the public and prevent vermin. A covered enclosure or fenced enclosure shall not be located closer than 40 feet to any residential structure on an adjacent property provided, however, this requirement can be waived as follows:

(i) If the principal use of applicant's property is for a single-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners that there is no objection to the issuance of the permit.

(ii) If the principal use of the applicant's property is for a two-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners and of the occupants of the other dwelling stating that there is no objection to the issuance of the permit.

g. For purposes of this section, adjacent property means all parcels of property that the applicant's property comes into contact with at 1 or more points, except for parcels that are legally adjacent to but are in fact separated from the applicant's property by a public or private street.

h. If the above requirements are not complied with, the Village may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

(4) A person who has been issued a permit shall submit it for examination upon demand by any Police Officer or Code Enforcement Officer.

Sec. 10-4. Keeping of chickens.

- (1) Any person who keeps chickens in the Village of Dexter shall obtain a permit from the Village prior to acquiring the chickens. No permit shall be issued to a person, by the Village, and no chickens shall be allowed to be kept unless the owners of all residentially zoned adjacent properties (as defined below in subsection (3)j.) consent in writing to the permit and this consent is presented along with an application for a permit. Written statements waiving the distance requirement in subsection (3) below shall also be submitted at the time of application and become a part of the permit if issued. Application shall be made to the Village and the fee for the permit shall be as determined by Council resolution.
Permits expire and become invalid 5 years after the date of issuance. A person who wishes to continue keeping chickens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit.
- (2) Notwithstanding the issuance of a permit by the Village, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- (3) A person who keeps or houses chickens on his or her property shall comply with all of the following requirements:
 - a. Have been issued the permit required under subsection (1) of this section.
 - b. Keep no more than 4 chickens.
 - c. The principal use of the person's property is for a single-family dwelling or two-family dwelling.
 - d. No person shall keep any rooster.
 - e. No person shall slaughter any chickens.
 - f. The chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Fenced enclosures are subject to all provisions of the Village's Fence Ordinance, Article 3, Section 3.17.
 - g. A person shall not keep chickens in any location on the property other than in the backyard. For purposes of this section, "backyard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with the rear building line of the single-family or two-family structure and extending to the side lot lines.

h. No covered enclosure or fenced enclosure shall be located closer than 10 feet to any property line of an adjacent property;

i. All enclosures for the keeping of chickens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than 40 feet to any residential structure on an adjacent property provided, however, this requirement can be waived as follows:

(i) If the principal use of applicant's property is for a single-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners that there is no objection to the issuance of the permit.

(ii) If the principal use of the applicant's property is for a two-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners and of the occupants of the other dwelling stating that there is no objection to the issuance of the permit.

j. For purposes of this section, adjacent property means all parcels of property that the applicant's property comes into contact with at 1 or more points, except for parcels that are legally adjacent to but are in fact separated from the applicant's property by a public or private street.

k. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.

m. If the above requirements are not complied with, the Village may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

(4) A person who has been issued a permit shall submit it for examination upon demand by any Police Officer or Code Enforcement Officer.

ARTICLE II. DOGS*

*State law references: Regulations pertaining to dogs, MCL 287.261 et seq.

Sec. 10-31. Municipal civil infraction.

Any person who violates any provision of this article shall be responsible for a civil infraction, subject to payment of a civil fine as set forth in section 22-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 22-38.

Sec. 10-32. Definitions.

For the purpose of this chapter, the following terms shall have the following meanings, respectively designated for each:

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(1) Animal Control Officer. Any Police Officer or County designate provided that such persons meet the qualifications specified by Act 339, Public Acts of 1919, as amended.

(2) Dangerous animal. An animal which has bitten a person so as to draw blood or caused a person broken bones or which has repeatedly attacked, chased or menaced any person or damaged the property (including animals) of persons other than the owner. An animal shall not be considered dangerous solely because it has bitten or attacked a person or any animal attacking its owner or its owner's family nor shall an animal be considered dangerous if it bites or injures a person who has, without justification, provoked it by attacking it or its young.

(3) Own. To have possession or a right of property in an animal or to permit a dog or cat to remain on or about one's premises 10 days or more.

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(4) Under reasonable control. A dog which is:

- (a) Secured by a leash held by the owner or the owner's agent;
- (b) Secured by a leash which is attached to a stationary object and attended by the owner or the owner's agent; or
- (c) On the premises of the owner or confined in a vehicle.

(5) Vicious animal. An animal which:

- (a) Has killed a person or caused a person serious bodily injury, including, but not limited to, injuries resulting in hospital confinement or reconstructive surgery.
- (b) Is owned, possessed, harbored or trained for the purpose of animal fighting.
- (c) Repeatedly bites or in any way injures people.

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Sec. 10-33. License, tag required for dogs six months old.

No person shall own any dog six months old or over, unless the dog is licensed pursuant to Public Act No. 339 of 1919 (MCL 287.261 et seq.) or own any dog six months old or over, that does not at all times wear a collar with a tag approved by the director of agriculture, attached as provided in Public Act No. 339 of 1919 (MCL 287.267), except when such dog is engaged in lawful hunting accompanied by its lawful owner or custodian; or for any person except the owner or authorized agent, to remove any license tag from a dog.

(Ord. eff. 3-20-1995(1), § 21.010(A))

State law references: Dog license required, MCL 287.262; dog license tag kept on dog, MCL 287.267.

Sec. 10-34, Female dogs in heat; straying dogs prohibited.

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It shall be a violation for any owner:

- (1) Of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash;
- (2) Of any dog, except working dogs such as leader dogs, guard dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray, unless held properly in leash.

(Ord. eff. 3-20-1995(1), §§ 21.010(A), 21.011)

State law references: Similar provisions, MCL 287.262.

Sec. 10-35, Impoundment.

Deleted: 4

(a) If it is brought to the attention of the village council or the village law enforcement officer that a dog has strayed in violation of this section, the police shall issue a violation notice to the owner of any such dog and impound such dog for a period not to exceed two days at a location within the village to be established by the village council.

(b) If it is necessary to impound a dog, it shall be taken to the Humane Society of Huron Valley.

(c) If a village law enforcement officer, pursuant to this section impounds a stray dog or an unlicensed dog, the owner or authorized agent of such dog shall be so informed. Such owner or authorized agent shall be required to pay the fees of impounding such dog, which fees shall include, but not be limited to, the actual expense of taking the dog into custody, transporting the dog to the location of impoundment, feeding, and caring for the dog during the period of confinement.

(d) The payment of impoundment and confinement costs shall not constitute a fine nor penalty but shall be in addition to any fine or penalty prescribed by law.

(Ord. eff. 3-20-1995(1), §§ 21.012--21.015)

State law references: Authority to impound animals at large, MCL 67.3.

Sec. 10-36, Noisy dogs.

Deleted: 5

It shall be a violation for an owner to harbor or keep within the village a dog which by loud and frequent barking, yelping, growling or other noise causes material disturbance, or discomfort to persons in their reasonable use and enjoyment of premises thereabout.

After 10:00 p.m. and before 7:00 a.m., animal noises audible beyond the property line of the property where the animal is located are presumed to be an annoyance and disturbance and are presumed to constitute a noise nuisance.

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(Ord. eff. 3-20-1995(1), § 21.017)

Cross references: Public nuisances, § 18-31 et seq.; noise, § 18-61 et seq.

Sec. 10-37, Dog waste.

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The owner of a dog shall not permit or enable his dog to discharge its feces on property other than that of its owner unless the dog owner removes and disposes of such feces immediately. In addition to any other available enforcement or abatement mechanism

provided by state or local law, violation of this section is a civil infraction and carries a maximum fine of \$50.00.
(Ord. eff. 7-3-2002(1), § 2)

Sec. 10-38. Pet Ownership.

(1) Pet ownership of certain animals expressly owned by any residents shall be permitted in residential districts and shall include:

A. Small animals (legal, nonprotected species) confined solely within the dwelling proper (e.g. rodents, birds and reptiles);

B. Marine (fish) species except those prohibited by protective law;

C. Domesticated dogs and household cats as single pets providing they are in compliance with the ordinance;

(2) Keeping, possession, or harboring of live hogs, cows, sheep, goats, or any species of equines is prohibited.

(3) Keeping, possession, or harboring of protected species, except as federally approved, is prohibited. Keeping, possession, or harboring undomesticated animals of a wild or feral nature, or larger than a house cat, is prohibited.

(4) Any resident who keeps more than three (3) dogs and/or cats shall be required to first obtain a special use permit from the village council after a public hearing held in the manner required for special use permits under the provisions of the zoning ordinance of the village.

Any resident who keeps more than three dogs and/or cats shall annually, on or before the first day of January, apply for and obtain from the village zoning official a zoning compliance permit, which application shall certify under oath that the applicant is in full compliance with all the provisions of this ordinance and all other ordinances pertaining to the keeping of dogs and cats in the village. The fee for such permit shall be as established by resolution of the village council.

Sec. 10-39. Violations.

The owner of any dog or other animal shall be guilty of a violation of the chapter if:

(1) The dog is at any time not under reasonable control;

(2) The animal causes a noise nuisance;

(3) The animal causes a sanitation nuisance;

(4) The dog is over 6 months old and is not currently licensed or is not wearing a license tag issued pursuant to this chapter;

(5) The dog (except leader dogs for the blind) discharges its feces on property other than that of its owner and the owner does not immediately remove such feces;

(6) The animal is vicious;

(7) The dog is at a location other than as specified in a confinement order issued pursuant to this chapter;

(8) The animal has symptoms of rabies or has bitten or been bitten by another animal showing symptoms of rabies and the owner fails to notify an Animal Control Officer of that fact;

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- (9) The owner fails to comply with all the terms of a confinement order;
- (10) The owner of a cat older than 6 months fails to have it at all times immunized against rabies;
- (11) The owner fails to provide the animal with proper food, drink or shelter from the weather;
- (12) The owner fails to provide the animal with medical attention necessary to prevent the animal from suffering;
- (13) The owner confines or leaves the animal in a vehicle or other enclosure without adequate ventilation to prevent the animal from suffering;
- (14) A dangerous dog, when kept out of doors, is not in a pen or kennel sufficient to restrain the dog and surrounded by a perimeter fence not sharing common fencing with the pen or kennel;
- (15) The animal, other than a dog, is dangerous and is not kept indoors;
- (16) The person is convicted of owning a vicious dog and then acquires another dog within 2 years of the date of the conviction.

MI → List of communities in MI who permit or do not permit chickens

Ann Arbor, MI. An ordinance was approved on June 2, 2008. Up to 4 hens are now allowed, and you must pay \$20 for a permit.

Benton Harbor, MI. No person shall keep or maintain more than five animals or fowls or a combination of more than five animals and fowls.

Detroit, MI. Not allowed. No "farm animals."

East Lansing, MI. Recently approved the keeping of city chickens. A permit may be required.

East Grand Rapids, MI. No chickens may be kept on the same lot or premises of any dwelling without obtaining prior written approval from the Director of City Services.

Flint, MI. Chickens not allowed yet. Some citizens are working to change ordinance.

Lansing, MI. Allows up to 5 backyard hens, no roosters. The Ingham County Board of Commissioners carved out a backyard hen exemption to its own ordinance prohibiting livestock in residential areas. Chickens must be contained and unless your neighbors give you written consent you can't have your coop within 10 feet of the property line nor with 40 feet of any residential structure on an adjacent property.

North Branch, MI. No one may house chickens unless you are "a farm."

Traverse City, MI. Chickens are now legal in Traverse City.

Royal Oak, MI. Chickens permitted, free range not, coop required.
Ferndale, MI. Chickens permitted, free range not, noise considerations
Ypsilanti, MI. Chickens permitted

DOG LAW OF 1919
Act 339 of 1919

AN ACT relating to dogs and the protection of live stock and poultry from damage by dogs; providing for the licensing of dogs; regulating the keeping of dogs, and authorizing their destruction in certain cases; providing for the determination and payment of damages done by dogs to live stock and poultry; imposing powers and duties on certain state, county, city and township officers and employes, and to repeal Act No. 347 of the Public Acts of 1917, and providing penalties for the violation of this act.

History: 1919, Act 339, Eff. Aug. 14, 1919.

The People of the State of Michigan enact:

287.261 Short title; definitions.

Sec. 1. (1) This act shall be known and may be cited as the "dog law of 1919".

(2) For the purpose of this act:

→ (a) "Livestock" means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

→ (b) "Poultry" means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to part 427 (breeders and dealers) of the natural resources and environmental protection act, Act No. 451 of the Public Acts of 1994, being sections 324.42701 to 324.42714 of the Michigan Compiled Laws.

(c) "Owner" when applied to the proprietorship of a dog means every person having a right of property in the dog, and every person who keeps or harbors the dog or has it in his care, and every person who permits the dog to remain on or about any premises occupied by him.

(d) "Kennel" means any establishment wherein or whereon dogs are kept for the purpose of breeding, sale, or sporting purposes.

(e) "Law enforcement officer" means any person employed or elected by the people of the state, or by any municipality, county, or township, whose duty it is to preserve peace or to make arrests or to enforce the law, and includes conservation officers and members of the state police.

(f) "Hunting" means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game or an unprotected animal.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5245;—CL 1948, 287.261;—Am. 1959, Act 42, Eff. Mar. 19, 1960;—Am. 1973, Act 32, Imd. Eff. June 14, 1973;—Am. 1996, Act 63, Imd. Eff. Feb. 26, 1996.

287.262 Dogs; licensing, tags, leashes.

Sec. 2. It shall be unlawful for any person to own any dog 6 months old or over, unless the dog is licensed as hereinafter provided, or to own any dog 6 months old or over that does not at all times wear a collar with a tag approved by the director of agriculture, attached as hereinafter provided, except when engaged in lawful hunting accompanied by its owner or custodian; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash; or for any person except the owner or authorized agent, to remove any license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, guard dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray unless held properly in leash.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5246;—CL 1948, 287.262;—Am. 1951, Act 173, Imd. Eff. June 8, 1951;—Am. 1969, Act 195, Eff. Mar. 20, 1970.

287.263 Repealed. 1969, Act 195, Eff. Mar. 20, 1970.

Compiler's note: The repealed section pertained to confinement of dog at night.

287.264 Supervision and enforcement.

Sec. 4. The state livestock sanitary commission shall have the general supervision over the licensing and regulation of dogs and the protection of livestock and poultry from dogs, and may employ all proper means for the enforcement of this act and all police officers of the state, county, municipality or township shall be at its disposal for that purpose. An animal control officer or a law enforcement officer of the state shall issue a citation, summons or appearance ticket for a violation of this act.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5248;—CL 1948, 287.264;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am.

287.265 Tags, blanks and license forms.

Sec. 5. It shall be the duty of the state live stock sanitary commission to purchase from time to time, as may be necessary, a sufficient number of tags for the state of Michigan, which tags shall be purchased from such commission by the treasurers of the counties as the same may be needed to comply with the provisions of this act. Such tags shall be sold at cost to the said treasurers. The state treasurer is hereby authorized to advance to the said commission, out of any funds of the state, such sum of money as may be necessary from time to time to pay for the tags so purchased by the state live stock sanitary commission, which sum shall be repaid to the state treasurer from the money collected from the county treasurers in payment for the tags. The said commission is hereby authorized to extend 30 days' credit to any county treasurer for tags so purchased. The commission shall also furnish to each county treasurer, on or before November fifteenth of each year, a book containing proper forms for issuing dog licenses required in his county, together with the necessary blanks for the use of the supervisors and assessors of such county; such books and blanks shall be furnished to said commission by the board of state auditors without cost to said commission. The tags required by this act shall be not more than 1 1/2 inches in length and uniform in shape throughout the state, the general shape of which shall be changed from year to year; such tags shall have impressed upon them the calendar year for which they are issued and shall bear the name of the county issuing them and shall be numbered consecutively.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5249;—CL 1948, 287.265.

287.266 Dog licenses; application; resolution; provisions; proof of vaccination.

Sec. 6. (1) The owner of a dog that is 4 or more months old shall apply to the treasurer of the county or, except as provided in section 14, the treasurer of the township or city where the owner resides, or to the treasurer's authorized agent, for a license for each dog owned or kept by him or her.

(2) Unless the county board of commissioners adopts a resolution under subsection (3), the owner shall apply for a license annually on or before March 1.

(3) The county board of commissioners of a county may adopt a resolution during the 60-day period before the beginning of the county's fiscal year providing when the owner of a dog that is required to be licensed under subsection (1) must apply for a license. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution. Subject to subsection (4), the resolution shall provide for 1 of the following:

(a) That the owner apply for a license by March 1 every year or every third year, at the owner's option.

(b) That the owner apply for a license by June 1 every year.

(c) That the owner apply for a license by June 1 every year or every third year, at the owner's option.

(d) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every year.

(e) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every third year.

(f) That the owner apply for a license by 1 of the following, at the owner's option:

(i) The last day of the month of the dog's current rabies vaccination every year.

(ii) The last day of the month of the dog's current rabies vaccination, every third year.

(4) A resolution adopted under subsection (3) shall include necessary provisions for conversion to a new licensing schedule. The resolution may extend the effective period of outstanding licenses but shall not shorten the effective period of outstanding licenses or prorate license fees.

(5) The application shall state the breed, sex, age, color, and markings of the dog, and the name and address of the last previous owner. Except as otherwise provided in this subsection, the application for a license shall be accompanied by a valid certificate of a current vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian. The certificate for vaccination for rabies shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. If the application for a license is submitted electronically, the owner of the dog is not required to provide a valid certificate of a current vaccination for rabies if the dog was licensed the previous year and the dog's current rabies vaccination on record with the treasurer of the county or, except as provided in section 14, the treasurer of the township or city where the owner resides, or the treasurer's authorized agent, is still valid. A license shall not be issued under subsection (3)(d), (e), or (f) if the dog's current rabies vaccination will expire more than 1 month before the date on which that license would expire. When applying for a license, the owner shall pay the license fee provided for in the county budget. The county board of commissioners may set license fees in the county budget at a level sufficient to pay all the county's expenses

of administering this act as it pertains to dogs. For a spayed or neutered dog, the license fee, if any, shall be set lower than the license fee for a dog that is not spayed or neutered. In addition, the license fee may be set higher for a delinquent application than for a timely application.

(6) If a dog is licensed before it becomes 5 months old and is subsequently spayed or neutered before it becomes 7 months old, the owner of the dog may exchange the license for a license for a spayed or neutered dog and receive a refund for the difference in the cost of the licenses. The owner shall exchange the license before the dog becomes 7 months old.

(7) Subsection (6) applies in a county only if the county board of commissioners adopts a resolution to that effect during the 60-day period before the beginning of the county's fiscal year. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution.

(8) The owner of a dog that is required to be licensed under this section shall keep the dog currently vaccinated against rabies by an accredited veterinarian with a vaccine licensed by the United States department of agriculture.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—Am. 1927, Act 53, Eff. Sept. 5, 1927;—CL 1929, 5250;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1935, Act 17, Eff. Sept. 21, 1935;—Am. 1937, Act 47, Imd. Eff. May 18, 1937;—Am. 1947, Act 171, Eff. Oct. 11, 1947;—CL 1948, 287.266;—Am. 1949, Act 35, Eff. Sept. 23, 1949;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1971, Act 229, Eff. Mar. 30, 1972;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001;—Am. 2010, Act 18, Imd. Eff. Mar. 18, 2010.

287.266a Repealed. 1969, Act 195, Eff. Mar. 20, 1970.

Compiler's note: The repealed section pertained to proof of vaccination for rabies.

287.267 Dog license; tag, approval; kept on dog.

Sec. 7. The county treasurer shall then deliver to said owner a license and also 1 of the tags approved by the director of agriculture, before mentioned, such tag to be affixed to a substantial collar to be furnished by the owner, which with the tag attached, shall at all times be kept on the dog for which the license is issued, except when such dog is engaged in lawful hunting accompanied by its owner or custodian.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5251;—CL 1948, 287.267;—Am. 1951, Act 173, Imd. Eff. June 8, 1951.

287.268 Dog license; unlicensed and young dogs; application; fee after certain date.

Sec. 8. A person who becomes owner of a dog that is 4 or more months old and that is not already licensed shall apply for a license within 30 days. A person who owns a dog that will become 4 months old and that is not already licensed shall apply for a license within 30 days after the dog becomes 4 months old. In a county in which section 6(2) or section 6(3)(a) applies, if a person applies for an annual license under this subsection after July 10 of a calendar year, the license fee shall be 1/2 the fee provided for under section 6.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5252;—CL 1948, 287.268;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.269 Dog license; contents.

Sec. 9. Each dog license issued under this act shall display all of the following:

(a) An expiration date. Subject to section 6(4), the expiration date for a license issued under section 6(2) or 6(3)(b) shall be 1 year after the date on or before which the license was required to be obtained under section 6, and for a license issued under section 6(3)(a) or 6(3)(c) shall be 1 year or 3 years after that date. Subject to section 6(4), the expiration date of a license issued under section 6(3)(d), (e), or (f) shall be the earlier of the following:

- (i) One year or 3 years, as applicable, after the date on which the license was required to be obtained.
 - (ii) The expiration date of the dog's rabies vaccination.
- (b) A serial number corresponding to the number on the metal tag furnished to the owner.
- (c) The name of the county issuing the license.
- (d) A full description of the dog licensed.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5253;—CL 1948, 287.269;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.269a Production of proof of license.

Sec. 9a. A person who owns or harbors a dog shall produce proof of a valid dog license upon request of a person who is authorized to enforce this act.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.286b Penalty for stealing or confining licensed dog.

Sec. 26b. Any person who shall steal, or confine and secrete any dog licensed under this act or kept under a kennel license, unless legally authorized to do so, or unless such confining be justifiable in the protection of person, property or game, shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not less than \$50.00 nor more than \$100.00, or imprisonment in the county jail for not less than 60 nor more than 90 days, or both in the discretion of the court.

History: Add. 1939, Act 17, Eff. Sept. 29, 1939;—CL 1948, 287.286b.

287.287 Recovery of value of dog illegally killed.

Sec. 27. Nothing in this act shall be construed to prevent the owner of a licensed dog from recovery, by action at law, from any police officer or other person, the value of any dog illegally killed by such police officer or other person.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5272;—CL 1948, 287.287.

287.288 Common law liability.

Sec. 28. Nothing in this act contained shall be construed as limiting the common law liability of the owner of a dog for damages committed by it.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5273;—CL 1948, 287.288.

287.289 Dogs imported temporarily.

Sec. 29. None of the provisions of this act shall be construed to require the licensing of any dog imported into this state, for a period not exceeding 30 days, for show, trial, breeding or hunting purposes.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5274;—CL 1948, 287.289.

287.289a Animal control agency; establishment; employees; jurisdiction; contents of animal control ordinance.

Sec. 29a. The board of county commissioners by ordinance may establish an animal control agency which shall employ at least 1 animal control officer. The board of county commissioners may assign the animal control agency to any existing county department. The animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance. The county's animal control ordinance shall provide for animal control programs, facilities, personnel and necessary expenses incurred in animal control. The ordinance is subject to sections 6 and 30.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.289b County animal control officers; employment standards.

Sec. 29b. (1) The board of county commissioners shall adopt minimum employment standards relative to the recruitment, selection and appointment of animal control officers. The minimum standards shall include:

(a) Requirements for physical, educational, mental and moral fitness.

(b) A minimum course of study of not less than 100 instructional hours as prescribed by the department of agriculture.

(2) Subdivision (b) shall not apply if the animal control officer is a police officer or has served at least 3 years as an animal control officer.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.289c Municipal animal control officers; employment standards.

Sec. 29c. Any city, village or township adopting or having adopted an animal control ordinance shall provide in the ordinance that the minimum employment standards relative to the recruitment, selection and appointment of animal control officers shall at least equal the minimum standards set forth in section 29b.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.290 Municipal animal control ordinances; certificate of vaccination.

Sec. 30. A city, village or township by action of its governing body may adopt an animal control ordinance to regulate the licensing, payment of claims and providing for the enforcement thereof. A city, village, county or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license, except kennel licenses, shall be accompanied by proof of vaccination of the dog for rabies by a valid certificate of vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1921, Act 310, Eff. Aug. 18, 1921;—Am. 1929, Act 329, Eff. Aug. 28, 1929;—
Rendered Thursday, July 08, 2010 Page 9 Michigan Compiled Laws Complete Through PA 109 of 2010

DOG LAW OF 1919 (EXCERPT)
Act 339 of 1919

287.289a Animal control agency; establishment; employees; jurisdiction; contents of animal control ordinance.

Sec. 29a. The board of county commissioners by ordinance may establish an animal control agency which shall employ at least 1 animal control officer. The board of county commissioners may assign the animal control agency to any existing county department. The animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance. The county's animal control ordinance shall provide for animal control programs, facilities, personnel and necessary expenses incurred in animal control. The ordinance is subject to sections 6 and 30.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

DANGEROUS ANIMALS (EXCERPT)
Act 426 of 1988

287.321 Definitions.

Sec. 1. As used in this act:

(a) "Dangerous animal" means a dog or other animal that bites or attacks a person, or a dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the property or under the control of its owner. However, a dangerous animal does not include any of the following:

(i) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner.

(ii) An animal that bites or attacks a person who provokes or torments the animal.

(iii) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

(iv) Livestock.

(b) "Livestock" means animals used for human food and fiber or animals used for service to human beings. Livestock includes, but is not limited to, cattle, swine, sheep, llamas, goats, bison, equine, poultry, and rabbits. Livestock does not include animals that are human companions, such as dogs and cats.

(c) "Owner" means a person who owns or harbors a dog or other animal.

(d) "Provoke" means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog or animal.

(e) "Serious injury" means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

(f) "Torment" means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

History: 1988, Act 426, Eff. Mar. 30, 1989.

PET SHOPS, DOG POUNDS, AND ANIMAL SHELTERS (EXCERPT)
Act 287 of 1969

287.331 Definitions.

Sec. 1. As used in this act:

(a) "Adoption" means a transfer of ownership, with or without remuneration, of a dog, cat, or ferret from an animal control shelter or animal protection shelter to an individual for the purpose of being a companion animal for that individual. As used in this subdivision, a companion animal includes but is not limited to a dog that is used for hunting or as a guard dog.

(b) "Alteration" means a professional sterilization procedure performed by a veterinarian that renders a dog, cat, or ferret incapable of reproducing.

(c) "Altered", in reference to a dog, cat, or ferret, means having undergone alteration.

→ (d) "Animal" means a mammal except livestock as defined in 1937 PA 284, MCL 287.121 to 287.131, and rodents.

(e) "Animal control shelter" means a facility operated by a municipality for the impoundment and care of animals that are found in the streets or at large, animals that are otherwise held due to the violation of a municipal ordinance or state law, or animals that are surrendered to the animal control shelter.

(f) "Animal protection shelter" means a facility operated by a person, humane society, society for the prevention of cruelty to animals, or any other nonprofit organization for the care of homeless animals.

→ (g) "Cat" means a domestic cat of any age of the species *felis catus*.

(h) "Department" means the state department of agriculture.

(i) "Director" means the director of the department or his or her authorized representative.

→ (j) "Dog" means a domestic dog of any age of the species *canis familiaris*.

→ (k) "Ferret" means an animal of any age of the species *mustela furo*.

(l) "Health certificate" means a certificate in a form prescribed by the department in which a veterinarian attests to the age, sex, breed, and description of an animal, and to the fact that at the time of preparation of the certificate, the veterinarian examined the animal and found the animal free from visual evidence of communicable disease.

(m) "Municipality" means a county, city, village, or township.

(n) "Person" means an individual, partnership, corporation, association, governmental entity, or other legal entity.

(o) "Pet shop" means a place where animals are sold or offered for sale, exchange, or transfer.

(p) "Veterinarian" means a person licensed to practice veterinary medicine under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.

History: 1969, Act 287, Eff. Mar. 20, 1970;—Am. 1980, Act 214, Imd. Eff. July 18, 1980;—Am. 1997, Act 7, Eff. Jan. 1, 1998.

ANIMAL INDUSTRY ACT (EXCERPT)
Act 466 of 1988

287.705 Definitions; L to O.

Sec. 5. (1) "Law enforcement agency" means the department of state police, the department of natural resources, or a law enforcement agency of a county, township, city, or village that is responsible for the prevention and detection of crime and enforcement of the criminal laws of this state.

(2) "Livestock" means those species of animals used for human food and fiber or those species of animals used for service to humans. Livestock includes, but is not limited to, cattle, sheep, new world camelids, goats, bison, privately owned cervids, ratites, swine, equine, poultry, aquaculture, and rabbits. Livestock does not include dogs and cats.

(3) "Livestock auction market" means a livestock market where livestock is accepted on consignment and the auction method is used in the marketing of consigned livestock as defined in 1937 PA 284, MCL 287.121 to 287.131.

(4) "National poultry improvement plan" means a plan for the control or eradication of certain poultry diseases which is published in 9 C.F.R. parts 145 and 147.

(5) "Native" means born and raised in this state, or legally imported into the state and having complied with entry requirements prescribed by the director, and having been maintained in the state for at least 45 days.

(6) "Neutered" means sterilization by 1 of the following methods only:

- (a) Chemical.
- (b) Castration.
- (c) Clamping.
- (d) Banding.
- (e) Spaying.

(7) "New world camelids" means animals belonging to the genus llama and vicuna of the family camelidae of the order artiodactyla including, but not limited to, the llama, alpaca, vicuna, and guanaco.

(8) "Offal" means the waste parts resulting from the processing of animals, poultry, and fish. Offal does not include rendered products.

History: 1988, Act 466, Eff. Mar. 28, 1989;—Am. 1994, Act 41, Imd. Eff. Mar. 14, 1994;—Am. 1996, Act 369, Imd. Eff. July 3, 1996;—Am. 2000, Act 323, Imd. Eff. Oct. 31, 2000.

LICENSING LIVESTOCK DEALERS (EXCERPT)
Act 284 of 1937

287.121 Livestock dealer license; definitions.

Sec. 1. (a) "Department" as used in this act shall mean the Michigan state department of agriculture.

(b) "Director" as used in this act means the director of the department of agriculture.

→ (c) "Animals" or "livestock" as used in this act shall mean and include horses, ponies, mules, cattle, calves, swine, sheep and goats.

(d) "Dealer" or "broker" as used in this act shall mean any person, copartnership, association or corporation engaged in the business of buying, receiving, selling, exchanging, transporting, negotiating, or soliciting sale, resale, exchange, transportation or transfer of any such animals, but it shall not be construed to include: (1) any railroad or air line transporting animals either interstate or intrastate; (2) any person, association, copartnership or corporation who or which, by dispersal sale, is permanently discontinuing the business of farming, dairying, breeding, or feeding animals; (3) any person, association, copartnership or corporation that sells livestock which has been raised on the premises of such person, association, copartnership or corporation; (4) any butcher, packer or processor to whom animals are delivered and used exclusively for slaughter, or that part of the business of a farmer which consists of buying or receiving animals for breeding, grazing and feeding purposes and the sale or disposal of such animals after the feeding or grazing period of not less than 21 days; (5) terminal livestock markets where agricultural research service of the United States department of agriculture veterinary inspection is daily maintained; (6) occasionally held consignment sales such as breed, 4-H or F.F.A. sales.

(e) "Agent" as used in this act shall mean any person, firm, association, copartnership or corporation buying, receiving, selling, exchanging, transporting, negotiating or soliciting sale, resale, exchange, transportation or transfer of any animals for or on behalf of any dealer or broker.

(f) "Livestock auction" as used in this act shall mean any livestock market where livestock is accepted on consignment and the auction method is used in the marketing of such livestock. A public auction of farm goods by a farmer is not included in this definition of a livestock auction.

(g) "Weighmaster" as used in this act shall mean any person registered under this act who weighs livestock at any livestock market licensed under this act.

History: 1937, Act 284, Imd. Eff. July 23, 1937;—Am. 1945, Act 237, Eff. Sept. 6, 1945;—CL 1948, 287.121;—Am. 1957, Act 290, Eff. Sept. 27, 1957.

AGENDA 7-26-10

ITEM I-2

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-5466

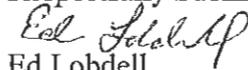
TO: VILLAGE COUNCIL
FROM: ED LOBDELL
SUBJECT: PUBLIC SERVICES UPDATE
DATE: 7-08-10

Attached you will find an update for the Water and Sewer Departments, along with an update from the Streets Department.

- 1 - Water meter work completed during this period, (March 1, 2010- June 30, 2010).
- 2 - Water meter work this fiscal year.
- 3 - Other work completed during this period.
- 4 - CIP Update.
- 5 - Streets Update.

Should you have any questions, please call or stop by.

Respectfully Submitted:


Ed Lobdell
Public Services Supt.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

UTILITY DEPT. WATER METER/SERVICE CALL UPDATE

For the period beginning March 1, 2010 and thru June 30, 2010 the following denotes work completed.

New meter and read units installed	- 8
Water only meters installed	- 2
Read unit maintenance	- 22
Miss Digs	- 169
All other service calls	- 125

Along with the above items, other tasks performed during this period are as follows.

Flushing select sewers	- Monthly
Reading meters	- Bimonthly
Checking all lift stations	- Weekly
Backwashing filter plant	- Weekly

Attended update meetings for EQ Basim every two weeks.

Attended DWRP project update meetings every two weeks.

Completed and mailed Cross Connection Control report for 2009 - 3-12-10.

On site meeting with OHM and Higgins about water main layout - 3-17-10.

Completed water shut offs for nonpayment - 3-17-10.

Flushed several fire hydrants due to discolored water complaints caused by contractor for Dexter Retail opening hydrant without notification to anyone - 3-16-10.

Chemically cleaned all sand filters - 3-17-10.

Repaired leak in ferric chloride system - 3-31-10.

Replaced starter to faulty high service pump - 4-06-10.

Attended Wellhead Protection meeting - 4-07-10.

Assisted with out building demo on Dan Hoey Rd. - 4-13-10.

Assisted with well pump test on Dan Hoey Rd. - 4-13-10.

Attended residents meeting prior to water main work - 4-14-10.

Attended staff budget meeting work session - 4-20-10.

Assisted contractor with water main repair on Forest - 5-12-10.

Assisted with car wash at Bates for tennis team - 5-22-10.

Met with schools contractors about work to be done at Wylie - 6-01-10.

Completed nonpayment shut offs - 5-17-10.

Lowered two hydrant valve boxes (trip hazards) in Eaton Ct. - 6-07-10.

Lowered two hydrant valve boxes (trip hazards) in Huron Farms - 6-08-10.

Lowered one hydrant and one curb box on Cambridge - 6-08-10.

Assisted contractor with water tie-in on Forest and Baker - 6-03-10.

Assisted contractor with water tie-in at Forest and Grand - 6-10-10.

Completed and distributed Consumer Confidence Reports - 6-14-10.

Attended staff meetings after council meetings.

Attended update meetings with OHM.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734)426-5466

FISCAL YEAR WATER METER/SERVICE CALL UPDATE.

For the period from July1, 2009 thru June 30, 2010

New meters and read units installed - 13

Water only meters installed - 11

Read unit maintenance - 49

Miss Digs - 281

All other service calls - 311

OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED

Semi-Annual Fire Hydrant Flushing - Completed April 26, 2010.

Semi-Annual Sewer Main Flushing - Completed May 14, 2010

Semi-Annual Sludge Hauling - Completed May 25, 2010

DEQ Required Sampling - Sampling is ongoing as required.

CIP UPDATE

1 - DWRP PROJECTS

Well house work is 90% complete. Standby generator startup was on the 8th of July, with well startup the week of the 26th. Filter plant work will be starting after the fifth well has run for at least a week without any issues. All water main is in with the final two connections to be completed soon. Restoration will continue with completion in the near future. We will keep you posted.

2 - DEXTER ANN ARBOR ROAD.

This project will be completed soon with a walkthrough with MDOT to be scheduled.

3 - CENTRAL STREET

OHM is looking at the railroad crossings for upgrades. Not much further at this time.

4 - EQ BASIN

The basin structure is in, along with the diversion chamber. Work is continuing with the onsite piping. The replacement generator should be arriving soon. Electrical work will be ongoing along with instrumentation work. This project is on schedule, we will keep you Posted.

STREETS UPDATE

THE FOLLOWING IS AN UPDATE OF WHAT HAS BEEN GOING ON WITH THE STREETS DEPARTMENT DURING THE PERIOD OF MARCH 1, 2010 AND ENDING ON JUNE 30, 2010

Ongoing issues that are dealt with on a regular basis.

- | | |
|-----------------|--|
| DDA Issues | - Trash - Smoke Pots - Decorative Lighting - Dumpster Issues |
| Storm Cleanup | - Chipping and general storm cleanup. |
| Weekly Chipping | - Scheduled for every Wednesday - (as needed). |
| Cutting Grass | - Parks - Industrial Park - Other Village owned property. |
-
-

Other projects and issues dealt with this period are as follows.

Lowered Flags per Governor Granholm Executive order for fallen Michigan serviceman.

Replaced light bulbs in decorative lighting.

Replaced light bulbs in pedestrian walkway lights.

Replaced light bulbs in traffic signals.

Started draining ice rink - 3-11-10.

Started picking up yard waste - 3-12-10.

Removed lighting from ice rink - 3-17-10.

Assisted with dismantling of ice rink - 3-17-10.

Sweeping streets - various dates.

Assisted with outbuilding demolition on Dan Hoey Rd. - 4-13-10.

Started getting irrigation lines ready for season, (parks - flower beds) - 4-14-10.

Collected bids for new sweeper.

Cut and removed trees at house on Dan Hoey Rd. - 4-20-10.

Disposed of trash at the community garden site - 4-20-10.

Collected bids for roofing at the gazebo.

Kurt and Bruce attended a sign reflectivity seminar - 5-04-10.

Kurt and Todd attended a storm water management seminar - 5-06-10.

Installed banner for Farmers Market - removed after.

Installed banner for K of C Chicken Broil - removed after.

Installed banner for Soccer Tryouts - removed after.

Installed banner for Farmers Market - removed after.

Reworked fill dirt storage area on Grand replaced silt fence added stone - 5-17,18 - 10.

Rebuilt catch basin on Dover between Fourth and Fifth Streets - 5-26-10.

Installed trench drain on Dover between Fourth and Fifth Streets - 5-27-10.

Todd and Butch attended storm water management seminar - 6-15-10.

Installed trench drain in alley between Hudson and Baker 6-28-10.

**Treasurer/Finance Director's Report to Council
Fiscal Year 2009/2010
Fourth Quarter**

I am pleased to present you with the Treasurer/Finance Director's Report to Council for the Fourth Quarter of Fiscal Year 2009/2010.

In this report I will give Council a more detailed view of this department's activities, as well as an overview of the Village's financial outlook. As always, if you have any questions, please call me. I would be happy to sit down with you.

Department Activities

2010 Village Taxes

The 2010 Village taxes were mailed on July 1st. To date, we have received approximately \$130,000 in payments.

Fiscal Year 2009/2010 Audit

Year end close has started. I anticipate being ready for audit field work by the middle of September, after the tax due date of September 14th.

Investments

I have been exploring other investment vehicles, and have opened an account with MBIA Michigan Class, which is a local government investment pool. The governing board of this organization consists of local treasury officials and professional investment managers.

I have also established an account with Multi-Bank Securities, Inc. This company also does a substantial amount of work with municipalities, and it will provide some long term investment options as well as certificates of deposit and money market accounts.

Village Website

Continuing improvements to the website are on hold until I finish the year end close. I plan on purchasing updated software later this year.

Fiscal Year 2010/2001 Budget

The budget document is being prepared at the time of writing this report. It will be submitted to the Government Finance Officers Association (GFOA) for its budget award again this year.

Education and Committee Memberships

- Four communities' budgets were reviewed for the GFOA's budget award program. They were the City of Melissa Texas, the Town of Fort Myers Beach Florida, Peters Township Pennsylvania, and the City of Wildwood Missouri. This completes my assignment for this year, and I expect to continue being a budget reviewer starting next January.
- I am a current member of the Michigan Municipal Treasurer Association's Education Committee and the Michigan Government Finance Officers Mentoring Committee.

Fiscal Year 2009/2010 Fourth Quarter Revenues and Expenditures

The Revenue/Expenditure Report is used to track how our revenue and expenditures compare to our budget. A general rule of thumb is that each quarter represents 25% of the budget, although certain departments may spend all of their budget at one time. I will give you an overview of the different funds, and then I will detail areas of concern.

The following is a summary of the revenues and expenditures for the Fourth Quarter:

		QTD Actual	% of Budget
Revenue		\$ 2,885,030.16	99.4%
Expenditures		\$ 2,908,409.65	91.6%
	Village Council	\$ 56,340.44	90.9%
	Village Manager	\$ 277,690.34	99.7%
	Finance Department	\$ 11,756.34	98.8%
	Attorney	\$ 9,066.50	23.3%
	Village Clerk	\$ 5,465.88	62.1%
	Village Treasurer	\$ 101,206.38	99.3%
	Buildings & Grounds	\$ 57,411.01	97.5%
	Village Tree Program	\$ 32,624.35	98.9%
	Law Enforcement	\$ 526,659.22	97.3%
	Fire Department	\$ 348,328.27	99.0%
	Planning Department	\$ 111,601.23	92.8%
	Zoning Board of Appeals	\$ 226.50	20.6%
	Dept of Public Works	\$ 205,579.32	90.3%
	Downtown Public Works	\$ 70,618.41	90.1%
	Storm Water	\$ 5,699.50	95.0%
	Engineering	\$ 14,967.00	91.8%
	Municipal Street Lights	\$ 64,710.89	99.6%
	Solid Waste	\$ 465,562.19	88.7%
	Parks & Recreation	\$ 252,917.03	73.9%
	Long-Term Debt	\$ 127,582.50	99.4%
	Insurance & Bonds	\$ 82,564.16	89.3%
	Contributions	\$ 23,249.96	100.0%
	Contingencies	\$ 12,588.04	70.3%
	Transfers Out	\$ 43,994.19	97.8%

Revenue is on track. The July utility billing will be moved back into this fiscal year as a part of year end close.

All expenditure departments came in within budget, a majority within 90%. Expenditures that were incurred in this fiscal year will be moved back into this fiscal year through the end of August.

Fund 202 - Major Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 546,734.10	81.1%
Expenditures			\$ 554,152.36	82.2%
	Administration		\$ 3.52	3.5%
	Contracted Road Construction		\$ 111,802.09	49.5%
	Routine Maintenance		\$ 333,571.63	100.0%
	Traffic Services		\$ 40,877.41	92.5%
	Winter Maintenance		\$ 67,897.71	99.7%
Fund 203 - Local Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 548,081.55	84.2%
Expenditures			\$ 520,171.58	79.9%
	Administration		\$ 9.81	9.8%
	Contracted Road Construction		\$ 275,710.93	70.0%
	Routine Maintenance		\$ 166,055.72	99.6%
	Traffic Services		\$ 14,768.14	73.5%
	Winter Maintenance		\$ 63,626.98	99.9%
Fund 204 - Municipal Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 622,942.34	107.0%
Expenditures			\$ 779,582.10	75.5%
	Administration		\$ 32,582.10	84.4%
	Transfers Out		\$ 747,000.00	75.2%

Revenue in the Streets Funds appear low because the entire transfer budgets were not needed. The Public Act 51 funds were slightly over budget.

Fund 590 - Sewer Fund			
		QTD Actual	% of Budget
Revenue		\$ 1,128,925.70	73.4%
Expenditures		\$ 914,293.93	87.9%
	Administration	\$ 71,934.95	79.3%
	Sewer Utilities	\$ 631,044.97	94.1%
	Long-Term Debt	\$ 167,139.01	99.5%
	Contingencies	\$ -	0.0%
	Capital Improvements	\$ 44,175.00	44.2%
Fund 591 - Water Fund			
		QTD Actual	% of Budget
Revenue		\$ 689,507.32	80.2%
Expenditures		\$ 692,076.61	78.5%
	Administration	\$ 70,216.90	77.8%
	Water Utilities	\$ 333,853.96	86.2%
	Long-Term Debt	\$ 189,621.25	99.6%
	Contingencies	\$ -	0.0%
	Capital Improvements	\$ 98,384.50	49.2%

Utility billing for July will be moved back into this fiscal year as a part of year end close.

A note on the Cash Balances Report: Cash from both the sewer and water funds have been used to provide cash flow at year end for the SRF and DWRF projects, making the cash balances appear low. These will be reimbursed as the State makes payments for expenses incurred prior to fiscal year end. I do not expect to have a problem with cash flow for operating purposes, and if more capital is needed for the SRF and DWRF projects pending reimbursement, the Village has sufficient reserves available in tap fees.

Miscellaneous Funds

The miscellaneous funds are good at this time.

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 06/30/10	Status of Cash
General Fund				
Cash	TCF & PNC Pooled	General operating	\$ 374,898.65	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 204,551.51	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 272,977.89	Unrestricted
Comerica Bank CD	Comerica Bank	General operating	\$ 258,847.22	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 150,020.20	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 234,576.90	Restricted
Main Street Bridge Project	TCF Pooled	Bridge project	\$ -	Restricted
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Park Fund	PNC Parks & Recreation	General parks use	\$ 12,979.95	Restricted
Tree Replacement Program	PNC Parks & Recreation	Reserved for tree related activities	\$ 21,173.33	Restricted
Matching Funds for Park Grants	TCF Pooled	Reserved for grant match	\$ 48,000.00	Restricted
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 10,081.93	Restricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 958.19	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,029.18	Restricted
Facilities Bond Debt	PNC Bank	Debt retirement	\$ 38,305.20	Restricted
Subtotal Unrestricted			\$ 1,262,353.66	
Subtotal Restricted			\$ 375,146.49	
Total General Fund			\$ 1,637,500.15	

*This account contains undistributed taxes collections

Major Streets Fund

Cash	TCF Pooled	General operating for major streets activities	\$ 7,357.71	Unrestricted
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 5,692.67	Unrestricted*
5th/3rd Bank CD	Fifth Third Bank	General operating for major streets activities	\$ 202,581.35	Unrestricted**
Subtotal Unrestricted			\$ 13,050.38	
Subtotal Restricted			\$ 202,581.35	
Total Major Streets Fund			\$ 215,631.73	

*These funds come from the State in the form of Act 51 payments. I move money to the cash (pooled) account as needed. If we need more than what is available in this account, I will transfer funds from the Municipal Streets accounts, which is part of the budget.

**This is the reimbursement for the Ann-Arbor Street project, which must be used in Major Streets.

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 06/30/10	Status of Cash
Local Streets Fund				
Cash	TCF Pooled	General operating for major streets activities	\$ 3,350.57	Unrestricted
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 4,229.03	Unrestricted*
ROW Account (Pooled)	TCF Pooled	Reserved for ROW activities	\$ 76,018.25	Restricted
Dexter Crossings Streets	TCF Pooled	Reserved for Dexter Crossings street work	\$ -	Restricted
Subtotal Unrestricted			<u>\$ 7,579.60</u>	
Subtotal Restricted			<u>\$ 76,018.25</u>	
Total Local Streets Fund			<u>\$ 83,597.85</u>	

*These funds come from the State in the form of Act 51 payments. I move money to the cash (pooled) account as needed. If we need more than what is available in this account, I will transfer funds from the Municipal Streets accounts, which is part of the budget.

Municipal Streets Fund

Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 592,578.61	Unrestricted
CDARS CD/CSB Investments	Chelsea State Bank	Available for transfer to Major & Local Streets	\$ -	Unrestricted
Subtotal Unrestricted			<u>\$ 592,578.61</u>	
Subtotal Restricted			<u>\$ -</u>	
Total Municipal Streets Fund			<u>\$ 592,578.61</u>	

Streetscape Debt Service Fund

Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 7,208.69	Restricted
Streetscape Debt Retire	PNC Streetscape	Special Assessments for bond payments	\$ 126,359.99	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 133,568.68</u>	
Total Streetscape Debt Service Fund			<u>\$ 133,568.68</u>	

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 06/30/10	Status of Cash
Special Projects Fund				
Cash	TCF Pooled	Reserved for facilities improvements	\$ -	Restricted
2007 Bond Money Market	Fifth-Third Bank	Reserved for facilities improvements	\$ -	Restricted
Subtotal Restricted			<u>\$ -</u>	
Total Special Projects Fund			<u>\$ -</u>	
Equipment Replacement Fund				
Cash	TCF Pooled	Reserved for vehicle expenses including capital p	\$ 284,648.95	Restricted
Subtotal Restricted			<u>\$ 284,648.95</u>	
Total Equipment Replacement Fund			<u>\$ 284,648.95</u>	
Sewer Enterprise Fund				
Cash	TCF Pooled	Sewer operating	\$ 39,260.41	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 251,857.40	Unrestricted
RD Sewer Bond Reserve	PNC RD Sewer Bond	Reserved for RD Sewer final year bond payment	\$ 176,190.02	Restricted
RD Sewer Repair & Improve	PNC RD Sewer R&I	Reserved for infrastructure & equipment replacem	\$ 34,617.54	Restricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 337,774.59	Unrestricted
Subtotal Unrestricted			<u>\$ 628,892.40</u>	
Subtotal Restricted			<u>\$ 210,807.56</u>	
Total Sewer Enterprise Fund			<u>\$ 839,699.96</u>	

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 06/30/10	Status of Cash
Water Enterprise Fund				
Cash	TCF Pooled	Water operating	\$ 81,102.10	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 251,390.28	Unrestricted
RD Water Debt Retirement	PNC RD Water Debt	Reserved for RD Water bond payments	\$ 63,183.36	Restricted
RD Water Bond Reserve	PNC RD Water Bond	Reserved for RD Water final year bond payment	\$ 153,604.01	Restricted
RD Water Repair & Improve	PNC RD Water R&I	Reserved for infrastructure & equipment replacem	\$ 36,566.28	Restricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 133,064.66	Unrestricted
Subtotal Unrestricted			<u>\$ 465,557.04</u>	
Subtotal Restricted			<u>\$ 253,353.65</u>	
Total Water Enterprise Fund			<u>\$ 718,910.69</u>	
Trust & Agency Fund				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bon	\$ 30,182.90	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 33,977.16	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ -	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 64,160.06</u>	
Total Trust & Agency Fund			<u>\$ 64,160.06</u>	
Retiree Health Care Fund				
Cash	Mers	Funds reserved for OPEB	\$ 230,016.85	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 230,016.85</u>	
Total Trust & Agency Fund			<u>\$ 230,016.85</u>	
Payroll Fund				
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 6,278.65	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 6,278.65</u>	
Total Trust & Agency Fund			<u>\$ 6,278.65</u>	
Total Unrestricted			<u>\$ 2,970,011.69</u>	
Total Restricted			<u>\$ 1,836,580.49</u>	
Grand Total Cash			<u>\$ 4,806,592.18</u>	

Village of Dexter
Cash Accounts

Summary of General Funds Available for Non-Operational Use

General Fund Unrestricted	\$ 1,112,333.46
15% Fundbalance	\$ (430,822.50)
Expected revenue (based on budget)	\$ -
Expected expenditures (based on budget)	\$ -
<u>Available Unrestricted</u>	<u>\$ 681,510.96</u>
<u>Restricted for Parks</u>	<u>\$ 34,153.28</u>
<u>Restricted for Bridge Project</u>	<u>\$ -</u>
<u>Restricted for Equipment</u>	<u>\$ 284,648.95</u>
<u>Restricted for Facilities (Includes Special Projects Fund accounts)</u>	<u>\$ 234,576.90</u>
<u>Restricted for Public Parking</u>	<u>\$ 10,029.18</u>
<u>Restricted for Grant Match</u>	<u>\$ 48,000.00</u>

VILLAGE OF DEXTERddettling@villageofdexter.org

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MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: July 20, 2010
Re: Assistant Village Manager &
Village Manager Report - Meeting of July 26, 2010

1. Meeting Review:

- July 7th – Wellhead Protection Team
- July 7th – City of Milan visit re: Dam Removal Site Visit
- July 9th – DDA Financial Update: Tom Covert, Marie Sherry
- July 12th – Council Meeting
- July 14th – Finalize Survey for CWF
- July 14th – Adams Outdoor Meeting
- July 15th – DDA Meeting
- July 15th – Progress meeting Water Improvements
- July 16th – Met with Creative Landscapes, Downtown Landscape Vendor
- July 20th – AATA Meeting
- July 20th – WATS Pathways Funding
- July 20th – Larry Cobler re: Baker Road Ped. Crossing

2. Upcoming Meeting Review:

- July 26th – Council Meeting
- July 29th – Progress meeting Water Improvements
- July 29th – Progress meeting Sewer Improvements

3. Inflow and Infiltration Report OHM provided the analysis of the inflow and infiltration (I/I) within the village's system. A copy of the report is attached. OHM was not able to quantify the difference in I/I flows. I am following up on the recommendation to purchase an hourly rain gauge to connect to the SCADA system.4. LED Grant. Courtney will be attending the workshop Contracting 101: Implementing your EECBG Project on July 29. OHM will be providing sample bid documents for staff's use to bid both the Relume and Sylvania product. The purpose of bidding both is to allow the contractor to provide information on life expectancy / warranty so the Village can make the most cost effective choice.5. Dexter Area Chamber Meeting Update. The Chamber is moving forward with several economic development initiatives. One of these initiative "Doing Dexter" will be kicked off at an event at Terry B's on August 5. For 60 days Mary Ann Falzon will be doing all of her shopping locally to advertise the ability of goods and services in Dexter. Andy Kudwa also mentioned the possibility of having a yearly or semi-annual town hall meeting style meeting involving the merchants, the Downtown Development Authority, the Chamber and the Village. To help to coordinate the Chamber and Village's economic development efforts, the Economic Preparedness Committee will invite Mary Ann Falzon and Andy Kudwa to attend their next meeting.

6. Crosswalk Study. Staff and OHM started the visual crosswalk evaluation process on July 16. A majority of the intersections/crosswalks in the original Village were examined. Christine is going to compile the information to ensure she was collecting the data she needs and then will finish visually inspecting the rest of the crosswalks/intersections in the Village. The report should be complete in August.
7. Road Rating. Staff and OHM completed the road rating on June 28. The data and a report from staff, including an update on the pavement analysis, will be presented at the August 9 meeting.
8. annarbor.com Annarbor.com is planning to launch their Dexter page on Thursday July 22. Staff has been assisting the reporters as they gather information that will be published on the page.
9. Kiosks. One of the downtown kiosks has been updated with improved waterproofing and new inside backing. Now that this “test kiosk” has successfully survived several rain events, we will be waterproofing and outfitting the other four. The cost has been minimal – the waterproofing was done by the DPW and the inside material is inexpensive carpet padding from Lippert Flooring.
10. Downtown Landscape Contract. I met with Jennifer Doemland, Creative Landscape to review the downtown landscape contract scope to reaffirm village expectations. We also discussed preparation for Dexter Daze.
11. Cedar’s of Dexter. Another 11 connection fees have been collected from Cedar’s of Dexter for a total of 30 - \$150,000 into the Sewer Fund and \$90,000 into the Water Fund.



Village of Dexter – Analysis of Flume Data

Technical Memorandum July 15, 2010

Prepared By
OHM

The purpose of this technical memorandum is to summarize the findings of the Parshall Flume data analysis for the purpose of evaluating the effectiveness of recent efforts to remove inflow and infiltration (I/I) from the Village's wastewater collection system. The data for this analysis was extracted from the Village of Dexter SCADA system, which digitally records the amount of flow through the Parshall Flume at the Village's wastewater treatment plant (WWTP), and from the Monthly Operating Reports (MOR), which include WWTP flows and daily precipitation data.

Historical Review

An engineering study completed for the Village of Dexter in 1996 established the existing sanitary sewerage flow rates into the Village wastewater treatment plant. This study used data collected from the MORs, which included flow data between years 1993 and 1996. This average flow rate was established, and formed the starting point for future flow capacity studies at the WWTP.

In the summer of 1999, a Sanitary Sewer Evaluation Survey (SSES) was performed in the Village. This study identified several inflow sources. In 2006, a follow-up SSES was completed. This led to rehabilitation of several manholes. In addition, this work demonstrated to the MDNRE that the Village is committed to removing excessive inflows and infiltrations, a requirement by the MDNRE in order to fund the proposed equalization basin for the Village.

In conjunction with the SSES and manhole rehabilitation project, in 2004, theoretical calculations were completed that indicated that the WWTP might have reached its available capacity. This led to a sanitary sewer capacity analysis in 2005. The analysis determined the existence of inflow and infiltration flows, which constitute a portion of the wastewater treatment plant capacity.

Recently, in a continual effort to reduce I/I flows into the system, the Village has completed a couple catch basin disconnects (catch basins that were directly connected to the sanitary sewer system), as well as a sewer pipe lining project. The purpose of the pipe lining work in particular was to fix aging and failing infrastructure and to remove inflow and infiltration. In 2010, the Village requested OHM to review Parshall Flume data in order to assess the effectiveness of its inflow and infiltration removal efforts.

Gathering Data

To determine the reduction in I/I flows, it was proposed to use the existing sewer model that was created after the Village manhole rehabilitation work that was initiated in 2006. The model was completed in 2008 for the purpose of establishing the size of the equalization (EQ) basin. The 2008 model used hourly rain amounts and sewage flows to the WWTP to predict how large the EQ basin needed to be. It was proposed to use this model to compare current observed flows with historic flows to evaluate the difference of I/I in the system.

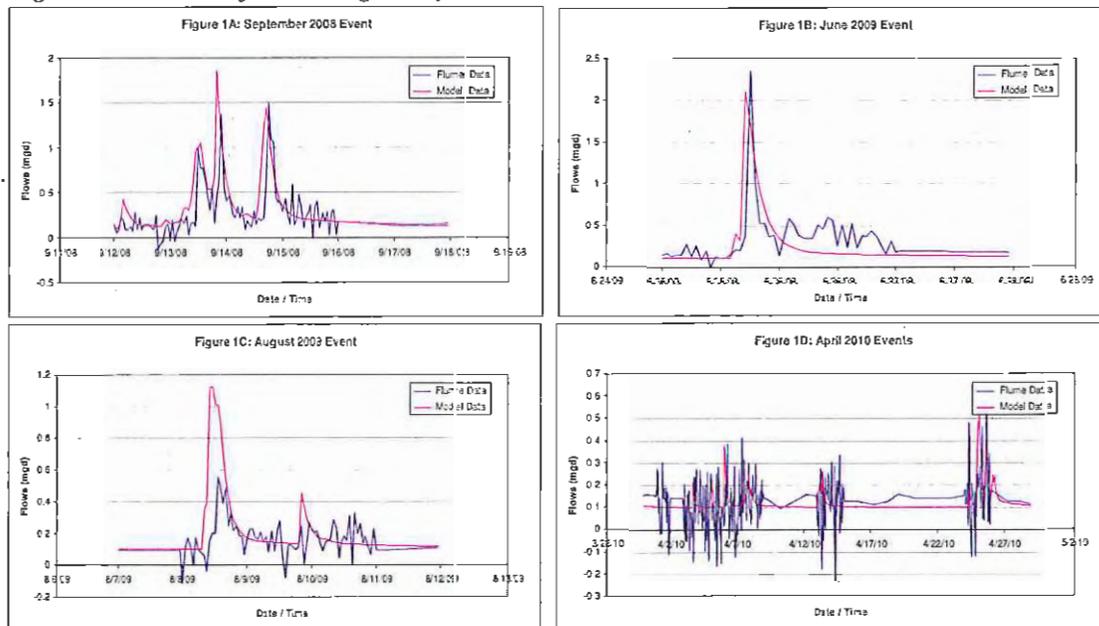
The first step was to gather rain data. The Village does not have a digital rain gauge, which is capable of recording precipitation in hourly increments. Therefore, historic data from a rain gauge nearby (approximately 6 miles away from the Village) was used to convert the Village's daily rain amounts (as recorded in the Village's MORs) to hourly rain amounts.

Digital Parshall Flume data was collected for the same time period as the rain data was collected (from January of 2009 to the mid-May 2010) at which time the flume was disassembled as part of the work associated with the construction of the equalization basin immediately upstream of the Village wastewater treatment plant. This data was compared with results from the sewer model.

Results of Modeling Analysis

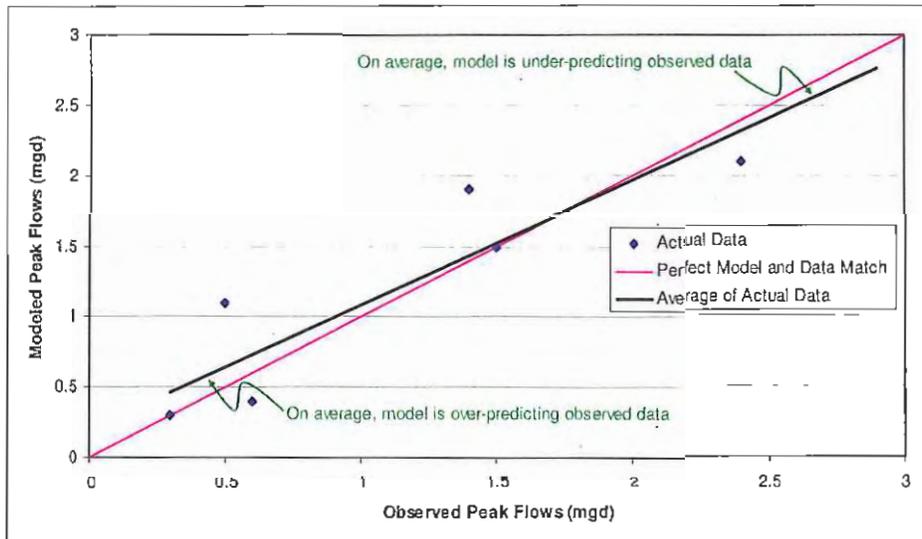
Figures 1A thru 1D show the results of the modeling analysis. The flume data shown in the figures only includes inflow and infiltration responses. In other words, the sanitary sewer component in the data has been removed from the total flow recorded by the flume.

Figure 1: Results of Modeling Analysis



The flume data encompasses post-manhole rehabilitation periods. On a specific event basis, the model sometimes over and sometimes under-predicts the observations. This conclusion is also observed on Figure 2, which is a slightly different way of looking at the same data.

Figure 2: Peak Flow Rate Comparison between Model and Observation



In this figure, observed peak flows and modeled peak flows only are compared to each other. If the modeled peak flows exactly matched the observed peak flows, the line referred to as the “Average of Actual Data” would have perfectly aligned with the line referred to as “Perfect Model and Data Match”. As can be seen, sometimes, the model over-predicts, and sometimes, it under-predicts the actual system response. The figure reveals that on average, the model reflects system response reasonably well.

It is important to note that the comparisons in Figures 1 and 2 correspond to rain events, which did not necessarily coincide with the catch basin disconnect and pipe re-lining efforts performed in the fall of 2009. The only exception is Figure 1D, showing system response to events observed in 2010. However, as can be seen in this figure, there was hardly any storm event of appreciable magnitude, which would have triggered a significant system response. The Village did experience a large system response in June of 2010. Unfortunately, this event corresponded to the time period when the flume was disassembled as part of the EQ basin construction work so the data collected could not be utilized.

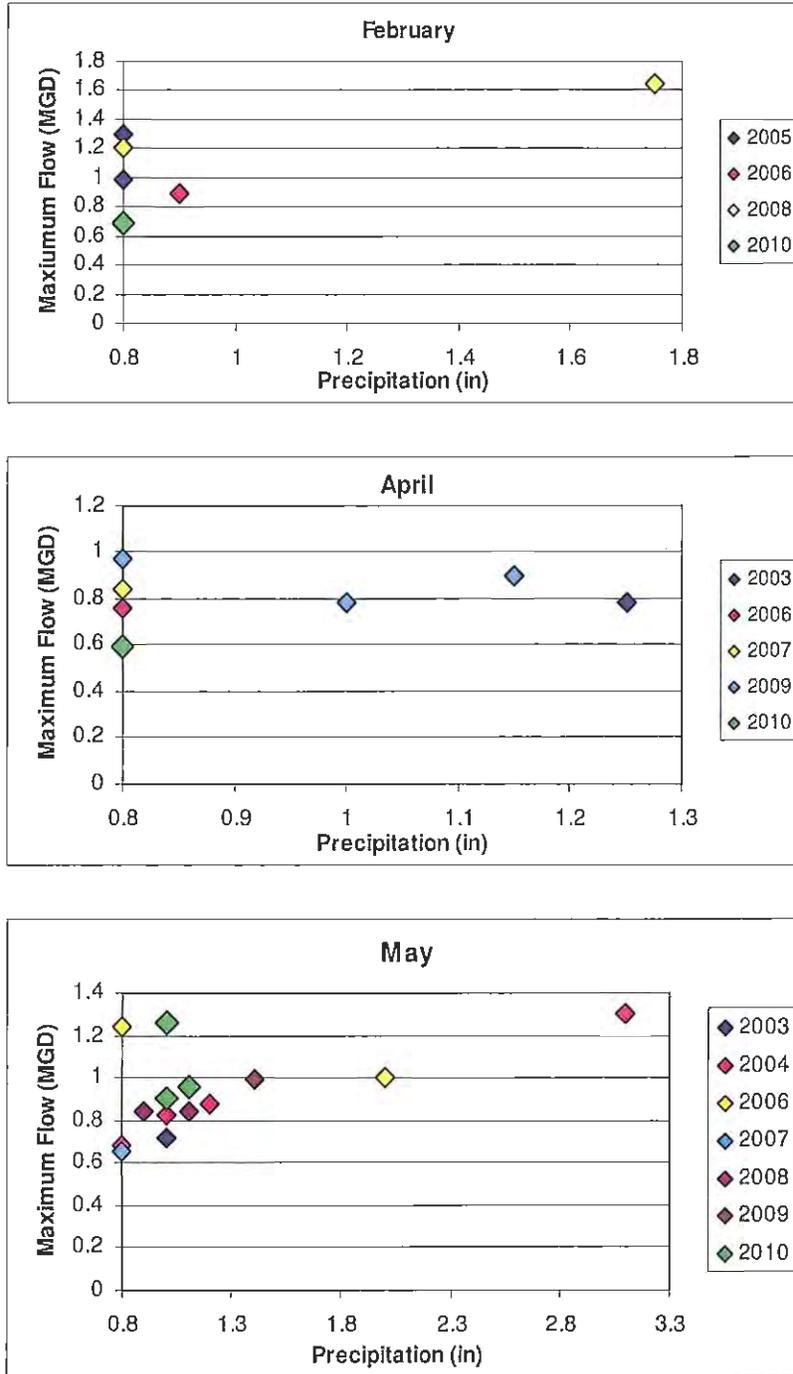
After realizing the inconclusive nature of the analysis outlined above, given the limitations of the rain gauge data and the lack of significant storm events in 2010 before the flume was disconnected, a simpler, rain response based peak event comparison method was utilized, which is further explained in the section below.

Results of Storm Event Peak Flow Analysis

In order to evaluate whether looking at peak flows for select storm events could perhaps produce a more conclusive trend, the charts in Figure 3 were developed. These are based on actual flume peak flow responses to specific daily storm events recorded on MORs. As can be seen from these figures, the data is still inconclusive. When several years of peak flow data were compared against each other for the month of February, the 2010 data peak flows were lower than the peak

flows in the previous years for the same daily rain volume. The same trend was observed for the month of April. However, during the month of May, 2010 responses were observed to be higher than the previous years. Therefore, the results of this evaluation yielded inconclusive results, as well.

Figure 3: Flume Responses to Select Storm Events



Conclusion:

Even though the results of the analysis are inconclusive, this does not imply that the system has not improved. Several sources of inflow (manhole rehabilitation, catch basin disconnects, etc.) and infiltration (sewer lining) have been removed from the system, which by default, is an improvement. The current results simply indicate that the improvements may have been masked within the uncertainty of the model, as well as the uncertainty of the rain data. The rain data that was used in the analysis was the daily rain data observed at the Village coupled with hourly rain distribution at a gauge further from the Village. Furthermore, in the period of 2010 that corresponds to the end of all the removal work performed by the Village, there were no significant rain events. The only significant rain event, which occurred in June of 2010, coincided with the time after the flume was disassembled due to the EQ basin construction work. Therefore, the effectiveness of the I/I removal efforts the Village has undertaken cannot be quantified at this time.

Recommendation:

It is important that the Village continue collecting quality data in a usable format for future analyses. This necessitates not only the continued calibration of the flume data and continuous backing up of digital information, but also the installation of a rain gauge in the Village capable of collecting rain data in hourly increments and being connected to the SCADA system to store that data digitally. Finally, it is recommended that the Village repeat the comparison between the observed and modeled flows after a future, large storm event that produces an appreciable system response.

Village President Report

AGENDA 7-26-10
ITEM I-7.

Hello Residents and Council Members,

Here is a summary of my activities over the past couple of weeks, including a summary of meetings I have attended on behalf of the Village and some of my future planned activities:

Activities Since my Last Report

July 12, 2010 - Village Council Meeting

July 14, 2010 - Meeting with Adams Outdoor Advertising. Trustee Semifero and Village Manager Donna Dettling attended this meeting with me. We discussed tree trimming responsibilities and protocol near their existing sign on Dexter Ann Arbor Road, the Villages opportunity to use billboards for marketing one month of each year and the concept of digital signs in place of the standard single advertisement sign that exists today.

July 15, 2010 - Downtown Development Authority meeting - the meeting was pretty short. The DDA approved a small contract (\$850) with BRI to develop a base map for the DAPCO property. This base map will be used by the members of the DAPCO redevelopment team as they discuss future opportunities at this property.

July 20, 2010 - Along with our Village Manager and Trustee Carson, I met with Michael Ford, the CEO of the Ann Arbor Transit Authority (AATA). The Ride is putting together a Transit Master Plan for the next 30 years in Washtenaw County and they were seeking initial input in their efforts to reach out to the communities and stakeholders. We suggested that this could be a topic for discussion at one of our future Town Hall meetings and that we could help them in their efforts to seek input. We discussed our efforts to support regional border to border trail and improve the connectivity and walkability of our town as well as our recent projects that have added bike lanes. It was a very good meeting.

July 20, 2010 - Westside Connector Update - I attended a meeting with WATS, WC Road Commission, WC Parks, and Village representatives (Allison Bishop and Trustee Carson) to review funding opportunities for the Westside connector pathway. As Council knows, the Village has been awarded approximately \$458,000 in Federal money through the STPU program. This money becomes available in Oct 2011. This money must be used for non-motorized pathways and is currently allocated toward the pathways south of Main Street because that was how it was identified in the request. After discussion with WATS, the Village has learned that this money is eligible to be used on the Westside Connector or pathways north of the bridge because they are also non-motorized. The only step we would need to do is redefine the limits of where the money can be applied, which WATS can help us do if we desire to do so. Allison Bishop, Jim Carson and I thought that this was very positive news and could help the Village fund our \$100,000 contribution goal to the County's phase 2 link to the HCMA property as part of the regional border to border trail. It could also be used to fund the Westside Connector pathway that is estimated at \$220,000. This would help the Village fallow through on our previous indications that we would support the County Parks efforts regional pathway as long as it helped provide a connection for our residents west of the railroad tracks. I will provide more of the details related to the project approach that was discussed with WC Parks and Raad Commission at the Council meeting, however, the news is good that we have the flexibility to use this money to accomplish the long time goal of connecting our residents to the west with a pedestrian pathway.

Future Activities

July 21, 2010 - Regional Fire Department Meeting at the Dexter District Library

July 23, 2010 - I will be participating in the Dexter Chamber of Commerce Golf outing

July 26, 2010 - Village Council Meeting

August 4, 2010 - We will be meeting with our Union Representatives to have our second negotiation session for our Teamster Contract which is set to expire in early 2011. Village Manager Donna Dettling, Asst. Village Manager Courtney Nicholls, Trustee Carson and I met briefly on July 20th to prepare some information to share with Council during our next closed session on July 26th.

August 9, 2010 - Village Council Meeting

I have been working on a newsletter article for the summer edition.

As always, I welcome you to contact me with any questions you may have or any suggestions on how we can better serve you. See you around our town.

Shawn W. Keough

Village President

(734) 426-5486 (home number)

(313) 363-1434 (cell phone)

VENDOR APPROVAL SUMMARY REPORT

Date: 07/21/2010

Time: 11:36am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	BATTERY BACKUP REPLACEMENT	157.75	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	DEPOSIT REFUND	1,554.00	0.00
ARBOR SPRINGS WATER CO. INC	ARBOR SPRI	WATER	11.50	0.00
AT&T	AT&T	734 424-1425 243 0	44.76	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	08/01/10-09/31/10	16,882.07	0.00
CALL CENTER SHARED SERVICES	CALL CENTE	CLASSIFIED AD	18.27	0.00
CHAMPION WATER TREATMENT	CHAMPION W	2 WATERS-WWTP	8.50	0.00
COMCAST - DPW	COMCAST -	09588 353732-01-8	128.95	0.00
DAN DAPPRICH	DAPPRICH	INSTALL NEW CONTROLLER MAIN/BA	1,200.00	0.00
DEXTER MILL	DEX MILL	SUNNY LAWN	124.55	0.00
DEXTER VILLAGE	DEXVIL	WATER BILLS	1,057.48	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	EQUIPMENT	144.12	0.00
ANDREA DORNEY	DORNEY/AND	PHOSPHATE TEST KIT	64.47	0.00
DTE ENERGY	DET EDISON	3219 953 0008 4	41.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	SENSUS METER	4,255.80	0.00
FIFTH STREET DENTAL CARE	FIFTH STRE	DIANE VIEBARN	113.25	0.00
FORT DEARBORN	FORT DEAR	AIKEN	116.70	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	BILLING PERIOD 8/1-9/1/10	539.92	0.00
GRAPHIC CONTROLS	GRAPHIC CO	DAILY CHARTS HONEYWELL	135.34	0.00
GREEN GUYS LAWN AND LANDSCAPE	G GUYS	7755 FOREST-MOW & TRIM LOT	60.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	195.30	0.00
IDEXX DISTRIBUTION CORP	IDEXX DIST	GAMMA IRRAD COLILERT	146.17	0.00
MELLISSA KESTERSON	KESTERSON	COMM GARDEN	105.00	0.00
KLAPPERICH WELDING	KLAPPERICH	WELDING	45.00	0.00
LEXISNEXIS RISK SOLUTIONS INC	LEXISNEXIS	CLINIC COLLECTION	4.11	0.00
METRO ENVIROMENTAL SERVICES	METRO ENVI	HIGH PRESSURE JET SERVICE	1,676.25	0.00
MICHIGAN DEPT OF ENVIRONMENTAL	MI DEQ	LAB TESTING	383.00	0.00
MUNICIPAL CODE CORPORATION	MUNI CODE	SUPPLEMENT PAGES	2,142.20	0.00
MUNICIPAL SUPPLY CO.	MUNI SUPPL	6" VALVE BOX RISER	183.60	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR USAGE	400.43	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	<i>June Invoices</i>	104,701.58	0.00
PARAGON LABORATORIES INC	PARA	lab testing	40.00	0.00
PRINTING SYSTEMS	PRINTING S	ENVELOPES	207.48	0.00
RADTKE TRUCKING, LLC	ROY R	TOP SOIL	585.00	0.00
SOUTHEASTERN EQUIPMENT CO. INC	SOUTHEASTE	FILTERS	113.13	0.00
TANNER EXCAVATING	TANNER	PERMIT REFUND	100.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	WWTP CALIBRATION FLOW	342.00	0.00
WASHTENAW COUNTY CONSORTIUM	CONSORTIUM	DUES	75.00	0.00
WASTE MANAGEMENT	WASTE MANA	RESIDENTIAL	36,679.63	0.00
WILLIAM D FORD	W FORD	FARMERS MARKET	275.00	0.00
Grand Total:			175,058.31	0.00

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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: Village Council								
		101-101.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC BOUNDARY SURVEY	0	130614	07/20/2010	293.25
		101-101.000-958.000	Membership	WASHTENAW COUNTY CONSORTIUM DUES	0	07/20/10	07/20/2010	75.00
								368.25
Total Village Council								
Dept: Village Manager								
		101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,939.42
		101-172.000-721.000	Health & L	FORT DEARBORN AIKEN	0	185209	07/20/2010	116.70
		101-172.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	130.59
								2,186.71
Total Village Manager								
Dept: Village Clerk								
		101-215.000-815.000	Ordinance	MUNICIPAL CODE CORPORATION SUPPLEMENT PAGES	0	125277	07/20/2010	2,142.20
		101-215.000-901.000	Printing &	CALL CENTER SHARED SERVICES CLASSIFIED AD	0	985-00162105	07/20/2010	18.27
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0		07/20/2010	90.00
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0		07/20/2010	105.30
								2,355.77
Total Village Clerk								
Dept: Village Treasurer								
		101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,404.63
		101-253.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	38.02
								1,442.65
Total Village Treasurer								
Dept: Buildings & Grounds								
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC WATER	0	1204450	07/20/2010	5.75
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC WATER	0	1201601	07/20/2010	5.75
		101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR USAGE	0	593543512-100	07/20/2010	80.09
		101-265.000-955.000	Miscellaneous	GREEN GUYS LAWN AND LANDSCAPE 7755 FOREST-MOW & TRIM LOT	0		07/20/2010	60.00
		101-265.000-962.000	Community	MELLISSA KESTERSON COMM GARDEN	0	003	07/20/2010	52.50
		101-265.000-962.000	Community	MELLISSA KESTERSON COMM GARDEN	0		07/20/2010	52.50
		101-265.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES BATTERY BACKUP REPLACEMENT	0	317	07/20/2010	157.75
								414.34
Total Buildings & Grounds								
Dept: Law Enforcement								
		101-301.000-920.000	Utilities	DEXTER VILLAGE WATER BILLS	0		07/20/2010	143.56
								143.56
Total Law Enforcement								
Dept: Fire Department								
		101-336.000-920.000	Utilities	DEXTER VILLAGE WATER BILLS	0		07/20/2010	179.44
								179.44
Total Fire Department								
Dept: Planning Department								
		101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,404.63
		101-400.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	37.41
								1,442.04
Total Planning Department								
Dept: Department of Public Works								
		101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,306.31

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Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund							
Dept: Department of Public Works							
	101-441.000-721.000	Health & L	FIFTH STREET DENTAL CARE DIANE VIEBAHN	0		07/20/2010	113.25
	101-441.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	39.56
	101-441.000-740.000	Operating	DEXTER MILL CHICKEN WIRE	0	3026	07/20/2010	22.15
	101-441.000-740.000	Operating	KLAPPERICH WELDING WELDING	0	009421	07/20/2010	45.00
	101-441.000-802.000	Profession	LEXISNEXIS RISK SOLUTIONS INC CLINIC COLLECTION	0	866948AEE	07/20/2010	4.11
	101-441.000-802.000	Profession	METRO ENVIROMENTAL SERVICES HIGH PRESSURE JET SERVICE	0	42015	07/20/2010	1,676.25
	101-441.000-920.000	Utilities	COMCAST - DPW 09588 353732-01-8	0		07/20/2010	128.95
	101-441.000-920.000	Utilities	DEXTER VILLAGE WATER BILLS	0		07/20/2010	52.32
	101-441.000-920.000	Utilities	DEXTER VILLAGE WATER BILLS	0		07/20/2010	35.88
	101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR USAGE	0	593543512-100	07/20/2010	133.48
Total Department of Public Works							3,557.26
Dept: Downtown Public Works							
	101-442.000-730.000	Farmers Ma	WILLIAM D FORD FARMERS MARKET	0	07/20/10	07/20/2010	275.00
Total Downtown Public Works							275.00
Dept: Engineering							
	101-447.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC NON-PROJECT TASKS/RESEARCH	0		07/20/2010	1,007.58
Total Engineering							1,007.58
Dept: Solid Waste							
	101-528.000-740.000	Operating	DEXTER MILL PRUNER SEAL	0	3379	07/20/2010	16.40
	101-528.000-740.000	Operating	DEXTER MILL SUNNY LAWN	0	3247	07/20/2010	86.00
	101-528.000-805.000	Solid Wast	WASTE MANAGEMENT JUNE 10'	0	X3802689	07/20/2010	18,601.71
	101-528.000-805.000	Solid Wast	WASTE MANAGEMENT RESIDENTIAL	0	3816467	07/20/2010	18,077.92
	101-528.000-901.000	Printing &	PRINTING SYSTEMS ENVELOPES	0	64701	07/20/2010	69.16
Total Solid Waste							36,851.19
Dept: Parks & Recreation							
	101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	210.69
	101-751.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	6.38
	101-751.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC MILL CK PROPERTY SURVEY	0	130616	07/20/2010	5,493.75
Total Parks & Recreation							5,710.82
Dept: Insurance & Bonds							
	101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,474.13
Total Insurance & Bonds							1,474.13
Fund Total							57,408.74
Fund: Major Streets Fund							
Dept: Contracted Road Construction							
	202-451.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC DEXTER A2-STIMULUS	0	130610,130611,130612	07/20/2010	11,866.00
Total Contracted Road Construction							11,866.00
Dept: Routine Maintenance							
	202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,095.61

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount	
			Abbrev	Invoice Description	Number	Number	Date		
Fund: Major Streets Fund									
Dept: Routine Maintenance									
202-463.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	33.18	
								Total Routine Maintenance	1,128.79
Dept: Traffic Services									
202-474.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	337.11	
202-474.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	10.21	
202-474.000-802.000			Profession	ORCHARD, HILTZ & MCCLIMENT INC CROSSWALK	0	130615	07/20/2010	1,513.75	
202-474.000-970.000			Capital In	DAN DAPPRICH INSTALL NEW CONTROLLER MAIN/BA	0	2010-3	07/20/2010	1,200.00	
								Total Traffic Services	3,061.07
Dept: Winter Maintenance									
202-478.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	674.22	
202-478.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	20.42	
								Total Winter Maintenance	694.64
								Fund Total	16,750.50
Fund: Local Streets Fund									
Dept: Assets, Liabilities & Revenue									
203-000.000-573.000			ROW Revenu	TANNER EXCAVATING PERMIT REFUND	0		07/20/2010	100.00	
								RECEIPT 11888	
								Total Assets, Liabilities & Revenue	100.00
Dept: Contracted Road Construction									
203-451.000-803.000			Contracted	RADTKE TRUCKING, LLC TOP SOIL	0		07/20/2010	585.00	
203-451.000-974.001			Other capi	ORCHARD, HILTZ & MCCLIMENT INC INVERNESS STREET PAVING	0	130608	07/20/2010	17,833.50	
								Total Contracted Road Construction	18,418.50
Dept: Routine Maintenance									
203-463.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	337.11	
203-463.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	10.21	
203-463.000-802.000			Profession	ORCHARD, HILTZ & MCCLIMENT INC CROSSWALK	0		07/20/2010	1,000.00	
								Total Routine Maintenance	1,347.32
Dept: Traffic Services									
203-474.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	84.28	
203-474.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	2.55	
								Total Traffic Services	86.83
Dept: Winter Maintenance									
203-478.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	168.56	
203-478.000-722.000			Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	5.10	
								Total Winter Maintenance	173.66
								Fund Total	20,126.31
Fund: Equipment Replacement Fund									
Dept: Department of Public Works									
402-441.000-939.000			Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED EQUIPMENT	0	78443	07/20/2010	144.12	
402-441.000-939.000			Vehicle Ma	SOUTHEASTERN EQUIPMENT CO. INC FILTERS	0	A63124	07/20/2010	113.13	

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
								257.25
Total Department of Public Works								257.25
								257.25
Fund: SRF Project Fund								
Dept: Equalization Basin								
403-905.000-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC EQ BASIN	0	130598,130599,130600,130604	07/20/2010	26,882.25
								26,882.25
Total Equalization Basin								26,882.25
								26,882.25
Fund: DWRP Project Fund								
Dept: Capital Improvements								
404-901.000-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC LAYOUT-DWRP	0	130601,130602,130603	07/20/2010	29,036.00
								29,036.00
Total Capital Improvements								29,036.00
								29,036.00
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	5,156.30
590-548.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	123.78
590-548.000-740.000	Operating			GRAPHIC CONTROLS DAILY CHARTS HONEYWELL	0	JW0864	07/20/2010	135.34
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	436908	07/20/2010	1,285.00
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	436910	07/20/2010	394.00
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION DEPOSIT REFUND	0	436909	07/20/2010	-125.00
590-548.000-743.000	Chem Lab			IDEXX DISTRIBUTION CORP GAMMA IRRAD COLLERT	0	244786647	07/20/2010	146.17
590-548.000-743.000	Chem Lab			ANDREA DORNEY PHOSPHATE TEST KIT	0	204	07/20/2010	64.47
590-548.000-802.000	Profession			ORCHARD, HILTZ & MCCLIMENT INC SEWER PROFESSIONAL SERVICE	0		07/20/2010	1,695.00
590-548.000-802.000	Profession			UIS PROGRAMMABLE SERVICES INC WWTP CALIBRATION FLOW	0	530336182	07/20/2010	342.00
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC lab testing	0	62788	07/20/2010	40.00
590-548.000-901.000	Printing &			PRINTING SYSTEMS ENVELOPES	0	64701	07/20/2010	69.16
590-548.000-920.000	Utilities			DEXTER VILLAGE WATER BILLS	0		07/20/2010	646.28
590-548.000-920.001	Telephones			AT&T 734 424-1425 243 0	0		07/20/2010	44.76
590-548.000-920.001	Telephones			NEXTEL COMMUNICATIONS CELLULAR USAGE	0	593543512-100	07/20/2010	106.78
								10,124.04
Total Sewer Utilities Department								10,124.04
								10,124.04
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 08/01/10-09/31/10	0	101900001856	07/20/2010	1,289.07
591-556.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 8/1-9/1/10	0		07/20/2010	82.51
591-556.000-740.000	Operating			CHAMPION WATER TREATMENT 2 WATERS-WWTP	0	47334	07/20/2010	8.50
591-556.000-802.000	Profession			ORCHARD, HILTZ & MCCLIMENT INC CORROSION CONTROL	0	130609	07/20/2010	678.00

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-824.000	Testing &	MICHIGAN DEPT OF ENVIRONMENTAL LAB TESTING	0	638369	07/20/2010	383.00
591-556.000-901.000	Printing &	PRINTING SYSTEMS ENVELOPES	0	64701	07/20/2010	69.16
591-556.000-920.000	Utilities	DTE ENERGY 3219 953 0008 4	0		07/20/2010	41.00
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR USAGE	0	593543512-100	07/20/2010	80.08
591-556.000-977.000	Equipment	ETNA SUPPLY CO SENSUS METER	0	1820086	07/20/2010	1,409.92
591-556.000-977.000	Equipment	ETNA SUPPLY CO SENSUS METER	0	1817881	07/20/2010	2,845.88
591-556.000-977.000	Equipment	MUNICIPAL SUPPLY CO. 6" VALVE BOX RISER	0	58818	07/20/2010	183.60
Total Water Utilities Department						7,070.72
Dept: Capital Improvements						
591-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC DWRP	0	130605,130606,130607	07/20/2010	2,984.25
Total Capital Improvements						2,984.25
Fund Total						10,054.97
Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.053	Cedars of	ORCHARD, HILTZ & MCCLIMENT INC DEXTER RETIREMENT CENTER CEDAR	0		07/20/2010	571.50
701-000.000-253.056	Dexter Pha	ORCHARD, HILTZ & MCCLIMENT INC DEXTER WELLNESS CENTER PH #1	0	130613	07/20/2010	1,894.25
701-000.000-253.057	Darnell La	ORCHARD, HILTZ & MCCLIMENT INC 7926 ANN ARBOR	0	130617	07/20/2010	1,100.00
701-000.000-253.058	Washtenaw	ORCHARD, HILTZ & MCCLIMENT INC WASHTENAW COUNTY PARKS REVIEW	0		07/20/2010	852.50
Total Assets, Liabilities & Revenue						4,418.25
Fund Total						4,418.25
Grand Total						175,058.31

Temporary Sign Request – Village Property

Examples of Village Property include public parks, the area between the sidewalk and the curb, public plaza areas, and Village facilities.

Name of Organization: Lions Club Leo's (Lions Club Leo's)

The organization qualifies as: non-profit charitable educational religious

Contact Person: R. K. UIRICH

Organization Address: _____

Contact Phone/E-mail: RIK.MJU@AOL.COM 665-2639

Reason for Request: Bottle Dr. foundation center
8-14-10 to 8-28-10

Dates Requested: 8-14-10 to 8-28-10

Number of Signs Requested** FIVE Size** 24" x 14"

**The Village's goal is to limit the number of signs and locations used for temporary signage. If the request exceeds five (5) signs and/or includes a sign larger than 18" x 24" please use the back of the form to explain why you need to exceed the guidelines.

1-ALPINE/MAIN 1-LYONS PARK

Sign Locations: Select all that apply:

Entrances to the Village - Baker, Central, Dexter Ann Arbor, Main St.

Baker/Main

1-Monument Park

Near Each of the Five Schools

Other – please explain in detail: ?

1-DEXTER CROSSING ENTRANCE

1-BUSCH'S

By signing this application I understand/agree that:

- 1 – The signs must be approved by Village Council before they are posted.
- 2 – My request must be received at least three (3) weeks prior to the starting date of the request.
(Village Council meets on the second and fourth Monday of every month and the request must be submitted by the Monday before the meeting)
- 3 – Placing the signs prior to Council approval is grounds for the request to be denied.
- 4 – The signs will be removed within 24 hours of the end of the approved period.

Rubal K. Uirich
Signature of Applicant

7-14-10
Date

Date Received: 7/14/10

Date Approved by Council: _____

2010 Temporary Sign Requests

	Name of Group	Dates	Number Approved	Approval Date	Locations		Name of Group	Dates	Number Approved	Approval Date	Locations
January	Friends of the Library - Book Sale	7-9	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)						
						June Cont.	Encore Theatre - Intermittent	May 17-20	2 sandwich 3 directional	11/23/2009	15,16
February	Knights of Columbus - Rummage Sale	Jan 26-7	6 - 18" x 24"	1/25/2010	1,2,5,6,10,11		Dexter Soccer Club	May 28 - 12	5 - 18" x 24"	5/24/2010	10,4,5,11,32
	Friends of the Library - Book Sale	4-6	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)		St. Andrews - Rummage Sale	1-12	2 - 36" x 24" 6 - 18" x 24"	5/24/2010	2,10,8,5,22,2 9,30
	Encore Theatre - Intermittent	4-21	2 sandwich 3 directional	11/23/2009	15,16		Friends of the Library - Book Sale	3-5	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)
	Community Band - Concert	17-28	4 - 2' x 4'	2/8/2010	2,3,4,5		Community Orchestra - Concert	8-18	3 - 3' x 4'	3/8/2010	4,5,9
							Relay for Life	19-27	5 - 18" x 24"	6/14/2010	1, 2, 4, 5, 10
March	Community Orchestra - Concert	Feb 24 - 7	4 - 3' x 4'	12/28/2009	2,4,5,9		Boy Scouts - Rummage Sale	23-26	3 - 4' x 5'	5/10/2010	1,10,7
	Friends of the Library - Book Sale	4-6	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)						
	Knights of Columbus - Fish Fry	9-26	5 - 18" x 24"	3/8/2010	1,5,6,7,10	July	St. Josephs - Summer Festival	June 28-19	1 - 4' x 4'	6/28/2010	5
April	Friends of the Library - Book Sale	1-3	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)	August	St. Andrews - Ice Cream Social	July 26-5	2 - 36" x 24" 3 - 18" x 24"	7/12/2010	1, 2, 6, 8, 10
	Encore Theatre - Intermittent	March 15-18	2 sandwich 3 directional	11/23/2009	15,16		Encore Theatre - Intermittent	July 19-22	2 sandwich 3 directional	11/23/2009	15,16
	St. Andrews - Dinner	4-8	1 - 24" x 36"	3/22/2010	8		Dexter Daze	July 30-15	5 - 18" x 24"	5/24/2010	5,2,10,4,1
							Friends of the Library - Book Sale	12-14	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)
	Historical Society - Art Fair	4-17	6 - 28" x 25" 1 - 4' x 8'	2/8/2010	1,5,7,10,12,13						
	Dexter High Drama - Play	15-25	5 - 3' x 3'	4/12/2010	3	September	St. Andrews - Dinner	4-8	1 - 24" x 36"	3/22/2010	8
	United Methodist - Rummage Sale	17-26	3 - 24" x 36"	3/22/2010	1,2,4,6,7,10,21		United Methodist - Rummage Sale	17-27	3 - 24" x 36"	3/22/2010	
	Community Band - Concert	14-25	4 - 2' x 4'	2/8/2010	2,3,4,5		St. Andrews - Blood Drive	20-27	4 - 18" x 24"	4/12/2010	8, 22
	St. Andrews - Blood Drive	19-26	2 - 28" x 22"	4/12/2010	8, 22						
						October	Friends of the Library - Book Sale	Sept 30 - 2	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)
May	Historical Society - Quilt Show	April 16-2	4 - 21" x 24"	4/12/2010	1,5,6,10		St. Andrews - Dinner	3-7	1 - 24" x 36"	3/22/2010	8
	Friends of the Library - Book Sale	April 29 - 1	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)						
	St. Andrews - Dinner	2-6	1 - 24" x 36"	3/22/2010	8						
	Community Orchestra - Concert	12-23	4 - 3' x 4'	12/28/2009	2,4,5,9						
	ACH - Songs, Slams, Smores	22	1 - 3' x 2'	5/10/2010	26	November	St. Andrews - Dinner	Oct 31 - 4	1 - 24" x 36"	3/22/2010	8
	Dexter Lions - White Cane Week	28-29	5 - 16"x30"	4/26/2010	23,24,25,10,16		Friends of the Library - Book Sale	4-6	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)
June	Dexter Garden Club - Garden Walk	May 25-5	5 - 24" x 36"	5/24/2010	1,9,2,33,28						
	Community Garden	May 25 - 15	2 - 18" x 24"	5/24/2010	31						
	Dexter Chamber - Summer Music	May 21-7	1 - 8' x 3'	5/10/2010	1	December	St. Andrews - Dinner	Nov 28 - 2	1 - 24" x 36"	3/22/2010	8
							Friends of the Library - Book Sale	2-4	9 - 18" x 24"	12/14/2009	1,4,16,17,18 19(2), 20(2)

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy 2, 26-Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park

**The Senior Center had signage approved on March 8 however they have informed the Village that they will not be putting out the sign.

**The Dexter Farmers Market received permission to place 8 signs on Tuesday & Saturday during the hours of the Market.

Mrs. Donna Dettling
Dexter Village Manager
8123 Main Street
Dexter, Michigan 48130

Dexter Daze Committee
P.O. Box 31
Dexter, Michigan 48130

Dear Donna:

The purpose of this letter is to formally request the assistance of the Village in conjunction with the annual Dexter Daze Festival. This year's festival is scheduled for August 13 and 14, 2010. As in the past, the Dexter Daze Committee relies on the Village for assistance to hold a successful event. We request that the Village assist us in the following ways:

1. Shut off the sprinklers in Monument Park from Wednesday, August 11, 2010 at 1:00pm, through Sunday, August 15, 2010 at 1:00pm. This will enable us to begin preparing for the event set-up Wednesday afternoon and affect a good clean up of the park after all events are completed.
2. Block off Central Street at Main and at Fifth on Wednesday after the morning rush hour, so the committee can start arranging booth assignments in the park on Wednesday afternoon.
3. Post NO PARKING signs along the Main street side of Monument Park. We limit parking along this area to exhibitors for the purpose of unloading their supplies and merchandise and then direct them to parking area away from the park.
4. Run the street sweeper on Sunday to assist us with the general clean-up efforts.
5. Assist the Sherriff's department in closing off Dexter-Ann Arbor Road and Main Streets on Saturday, August 14, from, 9:45am, to approximately, 11:45am, from Kensington to Alpine streets for the Dexter Daze Parade.

As in the past, the Dexter Daze Committee has planned for a clean-up project on Sunday, August 15, 2010. We will remove all the trash and litter form Monument Park, clean trash containers throughout downtown and canvas the neighborhoods to pick up trash and litter. During the festival, we will empty trash containers as they become full into Mr. Rubbish dumpsters we rented for the event.

We on the Dexter Daze Committee look forward to your help and assistance in holding another successful event to showcase our community. If you have any questions or need to reach me, please feel free to call at 734-645-9944.

Warmest Regards,

Karen Bentley
Dexter Daze Chair

**Budget Amendment Form - Council Approval Required
Fiscal Year 2010/2011**

Line #	Description	Original Budget	Amended Budget	Difference	Reason for Amendment
202-451.000-932.000	Sidewalks	\$ -	\$ 8,500	\$ 8,500	Main & Alpine Sidewalk (ROW Funds)
202-000.000-695.000	Transfers In	\$ -	\$ 8,500	\$ 8,500	Transfer ROW funds from Local Streets
<i>Net change in budget</i>				\$ -	
203-965.000-995.002	Transfer Out - Major Streets	\$ -	\$ 8,500	\$ 8,500	Use ROW fund reserves for Main & Alpine project
<i>Net change in budget</i>				\$ (8,500)	

Approved by Council on July 26, 2012

Carol Jones, Village of Dexter Clerk

AGENDA 7-26-10
ITEM 5-4

AGENDA 7-26-10

ITEM K-1

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

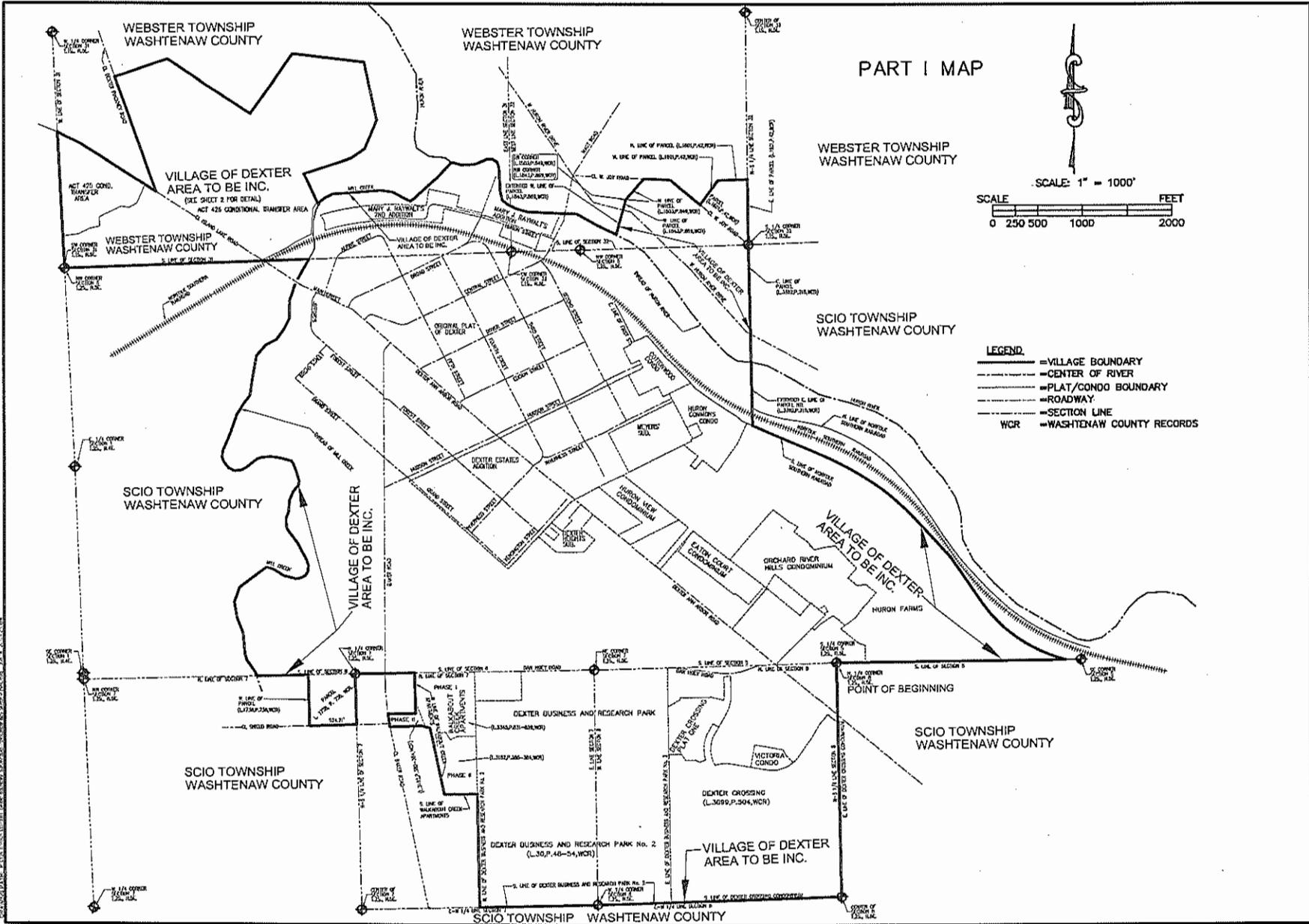
MEMO

To: President Keough & Council
From: Courtney Nicholls, Assistant Village Manager
Date: July 26, 2010
Re: Cityhood Update

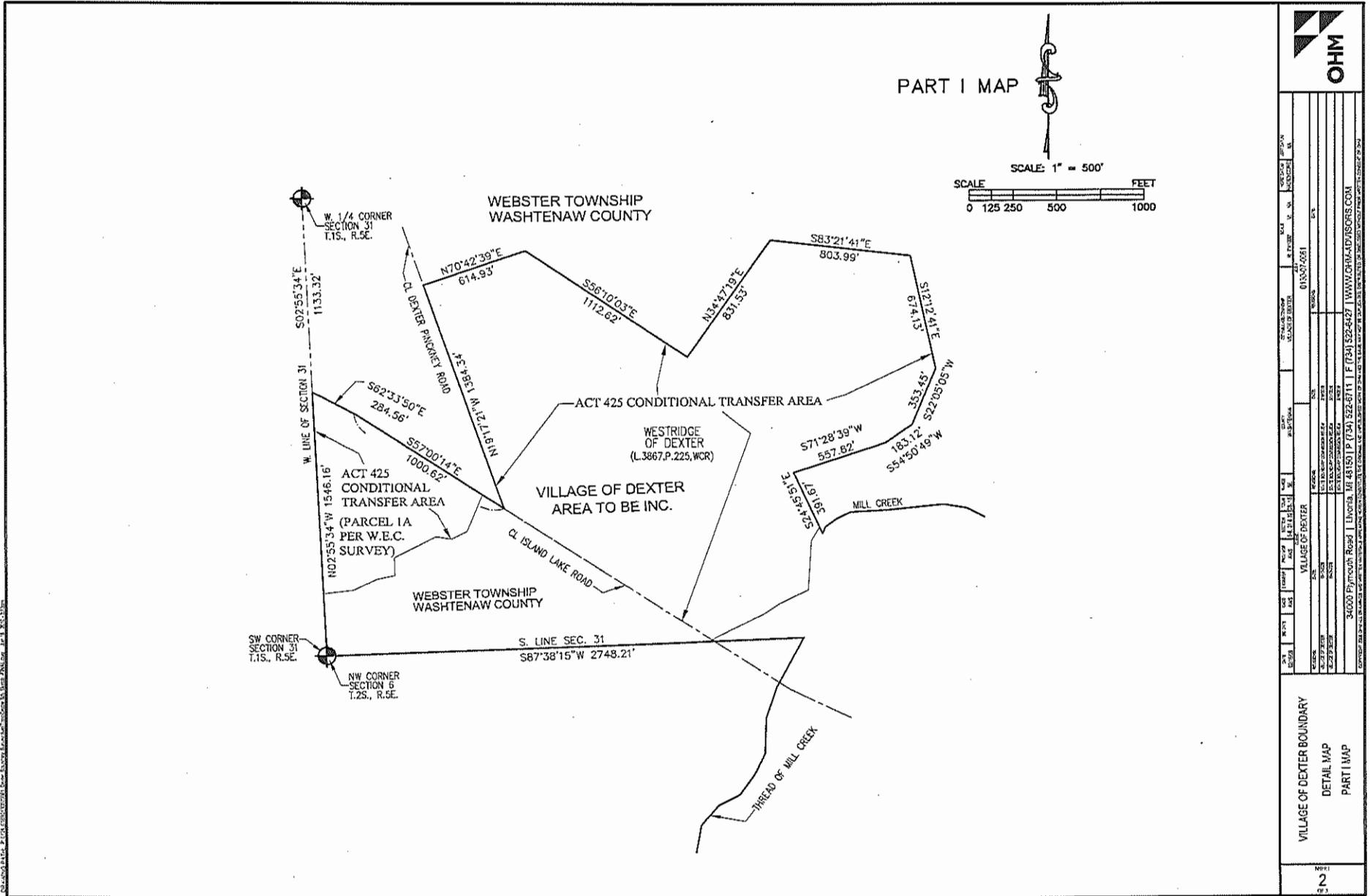
The Boundary Commission staff has completed their cursory, preliminary review of the Village's boundary map and has indicated that they are satisfied with the changes, while making it clear that they can not officially state that it will be recommended as legally sufficient until their full review is completed after filing. The responsiveness and willingness of the Boundary Commission staff to complete this review was appreciated and Village staff contacted them to thank them for their efforts.

Now that the map has been completed we can move forward with the signature gathering process. Information will be provided in the upcoming Village newsletter that informs the citizens that signatures are being collected. The timeline for gathering the signatures will be the month of August. Once they are gathered they will be submitted to Scio and Webster for review by the clerk and assessor. This should allow us to re-file the petition around October 1.

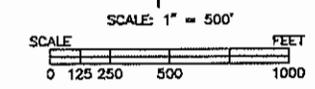
Attached for your review are the updated maps and legal description and the petition circulators information sheet that will be distributed with the petition sheets. Petitions can be picked up at the Village Offices starting August 2.



		PROJECT NO. 0113007-0001 DATE 01/20/2011	
		DRAWN BY: [Name] CHECKED BY: [Name]	
CLIENT: VILLAGE OF DEXTER		PROJECT: VILLAGE OF DEXTER	
TITLE: PERIMETER MAP		SHEET: 1 OF 1	
PART I MAP		SCALE: 1" = 1000'	
VILLAGE OF DEXTER BOUNDARY		SHEET NO. 1	
PERIMETER MAP		TOTAL SHEETS: 1	
PART I MAP		DATE: 01/20/2011	
34000 PLYMOUTH ROAD LANSING, MI 48150 P (313) 522-8371 F (313) 522-8372 WWW.OHM-ADVISORS.COM		OHM ADVISORS, INC.	



PART I MAP



		PROJECT NO. 013007-0081	
		DATE 05/20/2011	
CLIENT		PROJECT	
VILLAGE OF DEXTER		ACT 425	
34000 Plymouth Road Livonia, MI 48150 P (734) 922-8111 F (734) 922-8127 WWW.OHM-ADVISORS.COM		SHEET NO. 2 OF 2	
VILLAGE OF DEXTER BOUNDARY		PART I MAP	
DETAIL MAP		SHEET 2	

LEGAL DESCRIPTION
VILLAGE OF DEXTER

PARCELS OF LAND LOCATED IN SECTIONS 31 AND 32, T.1S., R.5E., WEBSTER TOWNSHIP, AND IN SECTIONS 5, 6, 7 AND 8, T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH ¼ CORNER OF SECTION 8, T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE PROCEEDING SOUTHERLY ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 8, A PORTION OF SAID LINE ALSO BEING THE EAST BOUNDARY LINE OF DEXTER CROSSING CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 293, RECORDED IN LIBER 3699, PAGE 504, WASHTENAW COUNTY RECORDS, TO THE CENTER CORNER OF SAID SECTION 8; THENCE WESTERLY ALONG THE EAST-WEST ¼ LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE SOUTH BOUNDARY LINE OF SAID DEXTER CROSSING CONDOMINIUM, TO THE SOUTHEAST CORNER OF DEXTER BUSINESS AND RESEARCH PARK NO. 2, RECORDED IN LIBER 30, PAGES 48-54 OF PLATS, WASHTENAW COUNTY RECORDS; THENCE PROCEEDING WESTERLY ALONG THE SAID EAST-WEST ¼ LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE SOUTH BOUNDARY LINE OF SAID DEXTER BUSINESS AND RESEARCH PARK NO. 2 TO THE SOUTHWEST CORNER OF SAID DEXTER BUSINESS AND RESEARCH PARK NO. 2; THENCE PROCEEDING NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID DEXTER BUSINESS AND RESEARCH PARK NO. 2, TO THE SOUTHEAST CORNER OF THE WALKABOUT CREEK APARTMENTS (WALKABOUT CREEK APARTMENTS PHASE I DEED IS RECORDED IN LIBER 2345 OF DEEDS, PAGE 631-639, WASHTENAW COUNTY RECORDS, AND CONTAINS THE NORTHERLY PORTION OF WALKABOUT CREEK APARTMENT. WALKABOUT CREEK APARTMENTS PHASE II DEED IS RECORDED IN LIBER 3182 OF DEEDS, PAGE 380-384, WASHTENAW COUNTY RECORDS, AND CONTAINS THE SOUTHERLY PORTION OF WALKABOUT CREEK APARTMENTS, ALONG WITH THE NARROW PARCEL EXTENDING WESTERLY TO BAKER ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS)); THENCE WESTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID WALKABOUT CREEK APARTMENTS TO THE SOUTHWEST CORNER OF SAID WALKABOUT CREEK APARTMENTS; THENCE NORTHWESTERLY ALONG THE WEST BOUNDARY LINE OF SAID WALKABOUT CREEK APARTMENTS; THENCE WESTERLY ALONG A SOUTHERLY BOUNDARY LINE OF SAID WALKABOUT CREEK APARTMENTS TO A POINT ON THE CENTERLINE OF BAKER ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS); THENCE NORTHERLY ALONG SAID CENTERLINE OF BAKER ROAD TO A NORTHERLY BOUNDARY LINE OF SAID WALKABOUT CREEK APARTMENTS; THENCE EASTERLY ALONG SAID

NORTHERLY BOUNDARY LINE TO THE WEST BOUNDARY LINE OF SAID WALKABOUT CREEK APARTMENTS; THENCE NORTHERLY ALONG SAID WEST BOUNDARY LINE TO THE NORTH LINE OF SECTION 7, T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE WESTERLY ALONG SAID NORTH LINE TO THE NORTH ¼ CORNER OF SAID SECTION 7; THENCE SOUTHERLY ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 7 TO A POINT ON THE CENTERLINE OF SHIELD ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS); THENCE WESTERLY ALONG SAID CENTERLINE A DISTANCE OF 524.21 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN LIBER 1738 OF DEEDS, PAGE 738, WASHTENAW COUNTY RECORDS, LOCATED IN THE FRACTIONAL NORTHWEST ¼ OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID PARCEL TO THE NORTH LINE OF SAID SECTION 7; THENCE WESTERLY ALONG SAID NORTH LINE TO THE THREAD OF MILL CREEK; THENCE NORTHERLY ALONG THE THREAD OF MILL CREEK TO A POINT ON THE SOUTH LINE OF SECTION 31, T.1S., R.5E., WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG SAID SOUTH LINE S.87°38'15"W., 2748.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N.02°55'34"W. (RECORDED AS N.02°53'00"W.), 1546.16 FEET ALONG THE WEST LINE OF SAID SECTION 31, A PORTION OF THIS LINE BEING THE WEST BOUNDARY LINE OF A PARCEL SHOWN AS "PARCEL 1A" ON A CERTIFICATE OF SURVEY COMPLETED BY WASHTENAW ENGINEERING COMPANY (JOB REFERENCE NUMBER 30479, DATED 11-20-06), TO A POINT ON THE CENTERLINE OF ISLAND LAKE ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS); THENCE ALONG SAID CENTERLINE S.62°33'50"E. (RECORDED AS S.62°31'28"E.), 284.56 FEET AND S.57°00'14"E. (RECORDED AS S.56°57'50"E.), 1000.62 FEET TO A POINT ON THE CENTERLINE OF DEXTER PINCKNEY ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS) ALSO BEING THE WEST LINE OF WESTRIDGE OF DEXTER CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 317, RECORDED IN LIBER 3867, PAGE 225, WASHTENAW COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF SAID WESTRIDGE OF DEXTER CONDOMINIUM THE FOLLOWING TEN (10) COURSES: 1) N.19°17'21"W. (RECORDED AS N.16°04'40"W.), 1384.34 FEET, 2) N.70°42'39"E. (RECORDED AS N.73°55'20"E.), 614.93 FEET, 3) S.56°10'03"E. (RECORDED AS S.52°57'22"E.), 1112.62 FEET, 4) N.34°47'19"E. (RECORDED AS N.38°00'00"E.), 831.53 FEET, 5) S.83°21'41"E. (RECORDED AS S.80°09'00"E.), 803.99 FEET, 6) S.12°12'41"E. (RECORDED AS S.09°00'00"E.), 674.13 FEET, 7) S.22°05'05"W. (RECORDED AS S.25°17'46"W.), 353.45 FEET, 8) S.54°50'49"W. (RECORDED AS S.58°03'30"W.), 183.12 FEET, 9) S.71°28'39"W. (RECORDED AS S.74°41'20"W.), 557.82 FEET, 10) S.24°45'51"E. (RECORDED AS S.21°33'10"E.), 391.67 FEET TO THE THREAD OF MILL CREEK; THENCE NORTHEASTERLY ALONG THE THREAD OF MILL CREEK TO THE POINT OF INTERSECTION WITH THE THREAD OF THE HURON RIVER; THENCE EASTERLY ALONG THE THREAD OF THE HURON RIVER TO THE INTERSECTION OF THE EXTENDED WEST

LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1843 OF DEEDS, PAGE 869, WASHTENAW COUNTY RECORDS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE NORTHERLY ALONG SAID EXTENSION OF WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN LIBER 1503 OF DEEDS, PAGE 849, WASHTENAW COUNTY RECORDS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL TO THE CENTERLINE OF JOY ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS); THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1601 OF DEEDS, PAGE 42, WASHTENAW COUNTY RECORDS, LOCATED IN SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE EASTERLY ALONG THE NORTH BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1601 OF DEEDS, PAGE 42, WASHTENAW COUNTY RECORDS TO THE NORTH-SOUTH ¼ LINE OF SAID SECTION 32; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH ¼ LINE TO THE SOUTH ¼ CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN LIBER 3782 OF DEEDS, PAGE 215, WASHTENAW COUNTY RECORDS, LOCATED IN THE FRACTIONAL NORTHWEST ¼ OF SECTION 5, T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID PARCEL TO THE SOUTHERLY CORNER OF SAID PARCEL; THENCE CONTINUING SOUTHERLY ON THE EXTENSION OF THE EAST BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN LIBER 3782 OF DEEDS, PAGE 215, WASHTENAW COUNTY RECORDS TO IT'S POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (AS SHOWN ON THE RIGHT OF WAY & TRACK MAP, OPERATED BY: THE MICHIGAN CENTRAL RAILROAD COMPANY (MAP #V,1-B-M,19), DATED 12/28/1917); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 5; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE SOUTH ¼ CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTH ¼ CORNER OF SAID SECTION 8 AND THE POINT OF BEGINNING.

SAID PARCEL INCLUDES THE FOLLOWING PLATTED SUBDIVISIONS:

- THE MAP OF VILLAGE OF DEXTER, RECORDED IN LIBER B, PAGE 341 OF PLATS, WASHTENAW COUNTY RECORDS: BLOCK 1, LOTS 1-13; BLOCK 5, LOTS 1-8; BLOCK 6, LOTS 1-8; BLOCK 7, LOTS 1-8; BLOCK 8, LOTS 1-8; BLOCK 9, LOTS 1-8; BLOCK 13, LOTS 1-8; BLOCK 14, LOTS 1-8; BLOCK 15, LOTS 1-8; BLOCK 16, LOTS 1-3; BLOCK 19, LOTS 1-6.

- THE PLAT OF THE VILLAGE OF DEXTER, RECORDED IN LIBER 27, PAGES 532 & 533 OF DEEDS, WASHTENAW COUNTY RECORDS: BLOCK 1, LOTS 1-13; BLOCK 2, LOTS 1-8; BLOCK 3, LOTS 6-8; BLOCK 4, LOTS 1-8; BLOCK 5, LOTS 1-8; BLOCK 6, LOTS 1-8; BLOCK 7, LOTS 1-8; BLOCK 8, LOTS 1-8; BLOCK 9, LOTS 1-8; BLOCK 10, LOTS 1-8; BLOCK 11, LOTS 4 & 6-8; BLOCK 12, LOTS 1-8; BLOCK 13, LOTS 1-8; BLOCK 14, LOTS 1-8; BLOCK 15, LOTS 1-8; BLOCK 16, LOTS 1-3; BLOCK 17, LOTS 1-13; BLOCK 18, LOT 1; BLOCK 19, LOTS 1-13; BLOCK 20, LOTS 1-25; BLOCK 21, LOTS 1-7; BLOCK 22, LOTS 1-6; BLOCK 23, LOTS 1-12; BLOCK 24, LOTS 1-8; BLOCK 25, LOTS 1-4; BLOCK 26; BLOCK 27, LOTS 1-9; BLOCK 28, LOTS 1-8; BLOCK 29, LOTS 1-8; BLOCK 30, LOTS 1-8; BURIAL GROUND.
- A MAP OF PART OF THE VILLAGE OF DEXTER, RECORDED IN LIBER F, PAGE 100 OF PLATS, WASHTENAW COUNTY RECORDS: BLOCK 18; BLOCK 19, LOTS 1-13; BLOCK 20, LOTS 1-16.
- THE PLAT OF THE ADDITION TO THE VILLAGE OF DEXTER BY THE DEXTER ESTATE, RECORDED IN LIBER 55, PAGE 477 OF DEEDS, WASHTENAW COUNTY RECORDS: BLOCK 31, LOTS 1-12; BLOCK 32, LOTS 1-12; BLOCK 33, LOTS 1-12; BLOCK 34, LOTS 1-7; BLOCK 35, LOTS 1-17; BLOCK 36, LOTS 1-23; BLOCK 37, LOTS 1-14; BLOCK 38, LOTS 1-14; BLOCK 39, LOTS 1-12; BLOCK 40, LOTS 1-12; BLOCK 41, LOTS 1-12.
- THE PLAT OF EAST SIDE OF BLOCK 18 VILLAGE OF DEXTER, RECORDED IN LIBER 60, PAGE 123 OF DEEDS, WASHTENAW COUNTY RECORDS: LOTS A, B, C & D.
- THE PLAT OF N.H. WING'S SUBDIVISION OF THE SOUTH WEST CORNER OF BLOCK NUMBER SIX OF THE VILLAGE OF DEXTER, RECORDED IN LIBER V, PAGE 726 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 1-23.
- THE PLAT OF MARY J. RAYWALT'S ADDITION TO THE VILLAGE OF DEXTER, RECORDED IN LIBER 60, PAGE 770 OF DEEDS, WASHTENAW COUNTY RECORDS: LOTS 1-18.
- THE PLAT OF THE MAP OF MARY J. RAYWALT'S 2ND ADDITION TO THE VILLAGE OF DEXTER, RECORDED IN LIBER 67, PAGES 306 & 307 OF DEEDS, WASHTENAW COUNTY RECORDS: LOTS 19-46.
- THE PLAT OF DEXTER HEIGHTS SUBDIVISION, RECORDED IN LIBER 11, PAGE 55 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 1-12.
- THE PLAT OF MEYERS' SUBDIVISION, RECORDED IN LIBER 13, PAGES 50 & 51 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 1-34.
- DEXTER CROSSING PLAT ONE, RECORDED IN LIBER 31, PAGES 16-18 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 1-34.
- DEXTER BUSINESS AND RESEARCH PARK, RECORDED IN LIBER 26, PAGES 29-36 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 1-25.
- DEXTER BUSINESS AND RESEARCH PARK NO. 2, RECORDED IN LIBER 30, PAGES 48-54 OF PLATS, WASHTENAW COUNTY RECORDS: LOTS 26-44 AND ONE PRIVATE PARK.

Petition Circulation

Circulators:

- The Boundary Maps must stay attached to the petitions at all times
 - o Make sure that everyone who signs the petition looks at the map first
- Clearly identify yourself as a Village resident
- Make sure to ask all those who sign whether they are over 18 and live in the Village**
 - o A list of streets is provided if you want to confirm that their address is located in the Village
- Please try to keep the Scio Township and Webster Township signatures on separate petition sheets
- Sign and date the Circulator certification **AFTER** getting the signatures.

** If you choose to collect signatures of Village business/property owners who do not reside in the Village, please keep those signatures on separate petition sheets.

Petition Signers:

- Must clearly complete the form with a signature, printed name, street address, zip code and date

Mistakes that can make signatures invalid include:

- signatures that are not dated or incompletely dated
- signatures dated after the circulator dated the sheet
- no street address listed

Petitions should be returned by August 31.

If you have any questions please contact Courtney at cnicholls@villageofdexter.org or 734-426-8303 x17.

AGENDA 7-26-10

ITEM K-2

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council

From: Donna Dettling, Village Manager

Date: July 26, 2010

Re: Water and Sewer Fund Analysis and Rate Study

At the July 12, 2010 Council postponed action on a proposal from ACI Finance to update the Water and Sewer Model. Staff discussed updating the model in-house, and we feel we can integrate new information into the model. We are investigating how to include unfunded liability costs into the model, which was requested at the meeting.

We discussed asking Tom Traciak to do a review of the Model after we make adjustments and provide feedback on funding sustainability and future rate adjustments. I followed-up with Mr. Traciak regarding our decision to update the Model in-house and get an estimate for what he will charge to do an analytical review of the data. He is more than willing to help us along the way with questions we have at no charge. He said he would charge a minimal fee to review the final product and provide feedback on funding sustainability and future rate adjustments.



VILLAGE OF DEXTER - TREE BOARD AND PARKS AND RECREATION COMMISSION

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

Memorandum

To: Village Council
 From: Parks and Recreation Commission
 Tree Board
 Allison Bishop, AICP, Community Development Manager
 Re: Report
 Date: July 26, 2010

Due to an increase in the tree replacement contribution from United Methodist Retirement Communities (UMRC), the Village has been discussing considering flexibility in the allocation of tree replacement contribution. Currently the Cedars of Dexter landscaping plan and Village ordinances, Section 6.14(F), requires that a contribution be made to the Tree Replacement Fund and that the funds be used in accordance with the policy (attached). The contribution at this time is \$240,188.52.

ORDINANCE EXCERPT

Section 6.14(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**.

REVIEW

Attached is the Tree Replacement Program Policy Statement. The policy essentially states that funding from the program can be used for tree planting, no maintenance, trimming, etc.

The Village Council requested feedback from the Parks and Recreation Commission and the Tree Board on potential amendments to the policy. The following is a synopsis of the discussions. The information is being provided to Council to assist in Council's decision as whether or not to amend the current Tree Replacement Policy or other documents.

1. Consider adding an appeal process to appeal unique or special projects. This would allow no deletions from the policy, only additions. An appeal could be made collaboratively by the Parks and Recreation Commission and Tree Board. Amend the policy to add broader use of the funds to benefit public property.
2. What appropriate uses of the funds are or are not.
3. Who can request appeals. It was discussed that a collaborative appeal and subsequent Village Council approval is a good system of checks and balances to assure proper use of the funds.
4. Percentages or proportion of the funds to remain as dedicated tree funds, i.e. \$10,000 a year for 10 years = \$100,000 to be strictly used on trees.

Based on the discussion of both the Tree Board and Parks and Recreation Commission the following recommendation was provided:

The PaRC and Tree Board recommends that Council consider adding language to the Tree Replacement Restricted Account Policy that permits an appeals process for use of funds within the account. The PaRC and the Tree Board shall be the only body's permitted to appeal use of the funds to the Village Council and shall collaboratively make a recommendation for special project expenditures. Appeals should only be permitted for the following: tree planting, landscape plantings and trail development that enhances the quality of parks and natural areas in the Village. Engineering and design of such projects shall NOT be a permitted appeal.

Discussion also included that permitting flexibility in how the funds are used would allow for the funds to potentially be used for other immediate "public benefit" projects, such as the Mill Creek Park and/or the regional trail being proposed by Washtenaw County and Huron Clinton Metropolitan Authority (Westside Connector). It was also recognized that it is unlikely that the Village will receive a significant contribution to the Tree Program in the near future.

Based on the discussion proposed amendments to the Tree Policy have been shown on the included policy.

Please provide staff with direction on how to proceed with further development of an amendment to the policy, approval of the policy or no change to the policy.

Please feel free to contact me prior to the meeting with questions.
Thank you.

VILLAGE OF DEXTER TREE REPLACEMENT RESTRICTED ACCOUNT

POLICY STATEMENT

2008

Amended TBD

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.

APPEALS – Special project appeals are permitted when recommended by the Tree Board AND Parks and Recreation Commission AND approved by the Village Council. Appeals shall only be permitted for the following: tree planting, landscaping plantings and/or trail development that enhances the quality of parks and natural areas in the Village that is consistent with the goals and objectives of the Village of Dexter Tree Management Plan AND Parks and Recreation Master Plan. Engineering and design of such projects is not a permitted appeal. When considering appeals all boards and commissions shall consider the remaining account balance for continued tree planting activities as intended by the creation of the account.

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

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Motion: Carson (TBD)

Support: Smith (TBD)

Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell, Keough (TBD)

Nays: None

Absent: None

Resolution recommended by the Tree Board on the 22nd day, January 2008.

Resolution declared adopted by the Village Council this 28th day, January 2008.

Resolution amended by the Village Council this TBD day, July 2010.

Shawn Keough, Village President

David Boyle, Village Clerk (To be changed)

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: July 26, 2010
Re: Contracting Out of DPW, Water and Wastewater Treatment Services

At the June 14, 2010 Village Council meeting staff was asked to provide a preliminary evaluation of the options available for contracting out the operation of the DPW, Water and Wastewater System. Currently the Village contracts out for a wide variety of services including engineering, legal, tree trimming / removal, sidewalk replacement, auditing, payroll, information technology – server maintenance and repair, downtown seasonal decoration and flower planting, solid waste collection / recycling, traffic signal timing, police, fire / emergency medical services, sewer cleaning, sludge hauling and pavement marking.

To put this report together three companies who provide the service (United Water, Wade Trim & Infrastructure Alternatives) and six communities (Milan, Dundee, Leoni, Marlette, Rockwood, Grosse Ile) that use contracted services were consulted.

Communities contract out these services for a variety of reasons. Some have contracted out the operations since their water/wastewater plants were opened. Others had serious operational issues, including Michigan Department of Natural Resources and Environment (MDNRE) violations, which led to the change. More recently communities have been exploring this option as a costs saving measure as budgets become increasingly tight and to alleviate the human resource related responsibilities of the day to day management of staff.

The position of the MDNRE (according to our District Supervisor Jon Russell) is that as long as the plant is adequately staffed, has a clear line of authority and is meeting regulations they are not concerned with whether the work is performed “in-house” or by a contracted company. Violations are still ultimately the responsibility of the community.

Private companies offer the contracted services in a variety of forms for water and wastewater treatment. They can provide a part-time licensed operator to oversee operations. Typically this person is shared between multiple communities. The MDNRE works with the company and community to set a minimum amount of time that the licensed operator must be on-site. Companies can also provide a full time operator or completely take over the operation including providing all necessary supporting employees. Some of the companies will also take over the responsibility of billing.

Contracts typically range from three to five years. Contracts of a shorter duration make it difficult for the company to hire employees to fill the positions due to lack of job security. Oversight of the contract is typically handled by the community’s manager or DPW director. Communities vary on re-bidding the contract. It is common that when a community is satisfied with the service and believes they are getting a fair price they negotiate contract extensions with their current company. Re-bids or the threat of a re-bid can be used as a negotiation tool, especially as the number of companies entering the contract operations field keeps increasing. All contracts include a provision that clearly states that all reports, laboratory data, procedure guidelines, etc. the contract company produces remain the property of the community.

Increases to the contract price are set a variety of ways – some have a straight 3% or 5% increase, others are determined based on the consumer price index. Contracts also include increases as flow rates increase. Some contracts are for monthly lump sum amounts and can include a variety of items including

personnel, sludge hauling, electricity, chemicals, supplies and overtime. Overtime can be factored in as part of a lump sum contract price or paid separate to the contractor on an as needed basis. Differing opinions were shared regarding including supplies/chemicals/electricity. When a business receives income they pay business taxes on it, even if it is a pass through expense. Including these items in the contract require them to be "marked up" to cover the taxes. Private companies are also not eligible to receive the sales tax exemption that communities receive on supplies. The argument to include the supplies is as an incentive for the contracting company to find efficiencies to reduce their costs. One manager did express a concern that this could go too far, however, and encourage a company to not purchase the necessary amount of supplies to save costs, which could lead to a violation.

One of the first benefits mentioned by all the communities was not having to worry about staffing. Licensed operators are increasingly difficult to find. The responsibility of finding these licensed operators is turned over to the private company. Whether an employee goes off on a long term medical leave or is just absent for a day the contract company is responsible for making sure the operation of the plant is not impacted. The responsibility for payroll, benefits administration and other human resource related functions is also transferred to the contracting company. The communities and companies confirmed that they have experienced low employee turnover over the course of their contracts. When asked about the responsiveness of the contract employees to emergency situations all of the communities responded that their responsiveness was timely and had not been a concern.

It is difficult to generalize what happens with existing employees when a contracting company takes over. In the four communities that switched to a contract company within the last 10 years, all but one of their employees was eligible for retirement or was offered an early retirement incentive. In some cases the employees retired from the community and then were hired by the contract company. It is common for contracts to include language about offering employment to current employees.

Of the six communities one is seriously considering transferring back to a community run plant. This community began contracting the service due to significant amounts of MDNRE violations that had occurred at the plant. The contract company came in and was able to return them to compliance. Now that the plant has been brought back into compliance the community feels that they are in a position to hire employees and run the plant at a cheaper cost than their current contract price. Instead of hiring a full time licensed operator to oversee the plant, they are considering sharing an operator with a larger neighboring community.

Contracting out of DPW services is less common due to the wide variety of services that DPW provides and their unpredictable nature. General operations of the water/wastewater system are much easier to identify and quantify than those of the DPW. Many communities do contract out certain activities such as grass cutting and storm sewer maintenance. If the entire DPW operation is contracted out it is likely that a company would be able to provide the people, while the Village would continue to provide the equipment. One community that does contract out their entire DPW operation is the Village of Lawrence who contracts with Wade Trim for their Village Manager, an administrative assistant, water/sewer workers and DPW staff.

Included for your review are documents provided by United Water, Infrastructure Alternatives and Wade Trim that describe their services. Also included is a sample contract used by Infrastructure Alternatives, the contract between Wade Trim and the City of Milan, and the RFP's issued by Milan for DPW and water/sewer services. I expect to be receiving a copy of the Grosse Ile Township/United Water contract, which I hope to have available at the meeting.

Provided below are current Village water and sewer details along with information and specific comments from the communities that were consulted.

Current Village Sewer/Water Details

Sewer

- 3.5 Union Employees
- 25% of Ed's salary
- Employee Expenses including overtime - \$385,000
- Reimbursement to General Fund to cover a portion of Erin/Brenda/Courtney/Marie/Donna's employee expenses - \$65,000
- Electricity/Gas - \$82,000
- Sludge Hauling - \$55,000

Water

- 1.5 Union Employees
- 20% of Ed's salary
- Reimbursement to General Fund to cover a portion of Erin/Brenda/Courtney/Marie/Donna's employee expenses - \$65,000
- Employee Expenses including overtime - \$155,000
- Electricity/Gas - \$65,000

Water & Sewer Chemicals - \$43,000

Average day WWTP usage - .37 MGD

1500 households

Water System – 4 wells – 800 GPM

City of Milan

Contract with Wade Trim that started in 2007.

Prior staffing was 5 full time employees at the wastewater treatment plant and 3 full time employees handling water filtration and distribution – all employees were offered early retirements. The current staffing under the contract is 4 full time employees for the wastewater treatment plant and water filtration system. The city handles the water distribution system. 3 of the former city employees are currently working for Wade Trim at the wastewater treatment plant.

Change led to a cost savings and also an operational improvement. City recently did a study that estimates that it would cost them \$300,000-\$400,000 more to operate the plant "in-house".

The proposal of the lowest bidder wasn't accepted. The City used the interview process to make sure the company could provide what they said they could provide at the cost proposed. They wanted to be careful not to take a low bid that would end up costing more due to extras.

Bid DPW services, but prices came back higher than what they were paying to have the employees in house.

Village of Dundee

Have been contracting with Mannik & Smith for Wastewater Treatment Plant operations for almost one year.

Decision was made more from a desire to improve operations and alleviate the responsibility of dealing with employee issues than to obtain a large cost savings. The employee cost has been breaking even to providing the service in-house, however the cost savings due to the proper maintenance and optimization of equipment is anticipated to provide long term cost savings to the Village.

Employment prior to the contract was three full time employees. All three were offered "20 years and out" retirements – two were hired by the contract company as part-time employees.

Current staffing is 5 part time employees.

Initial contract was for one year.

Did not want to include purchase of supplies in the contract because of a concern that the company would be tempted to buy less than what they need as a way to turn more of a profit on the contract.

Village Manager has a weekly meeting with the supervisor to approve bills and discuss any issues.

Leoni Township

Have contracted with Infrastructure Alternatives for almost 5 years to run Wastewater Treatment Plant and supervise water system – prior to that the plant was run by one Township employee.

Current staffing is one floating supervisor for water, one floating supervisor for sewer and two full time lab workers. Only one employee has "turned over" in five years.

Current contract has a 5% cost increase per year.

Township employees (DPW) handle distribution system.

City of Marlette

Recently signed five year contract extension with Wade Trim to run Wastewater Treatment Plant and lift stations – have been contracting out for 6-7 years. Two employees were employed at the time of transition – one retired and one went to work at another treatment plant.

City employees handle all distribution systems and wells.

Prior to contracting they had two employees plus the supervisor-- now they have two with a floating supervisor.

City manager estimated that the city would spend approx. \$25,000 more to staff the plant themselves. Hasn't considered switching back to a community run plant because of the benefits of having employee/operational issues handled by the contracting company.

Considering also contracting for DPW services.

Rockwood

Has contracted with United Water (through its various name changes) for 18 years for Wastewater Treatment Plant operations.

1 full time operator – 1 additional part time employee.

Township handles water main repair and receives water from Detroit Water & Sewer.

Contract hasn't been re-bid.

Grosse Ile Township

Contracted with United Water for 20 years for Wastewater Treatment Plant operations. Has had the same plant operator for 20 years.

Current staff is 3 full time including operator.

Contract hasn't been rebid for at least 9 years – currently negotiate extensions every three years.

Township handles water main repair and receives water from Detroit Water & Sewer.



UNITED WATER

UNITED WATER IN THE MIDWEST



OUR HISTORY

United Water's extensive activity in the Midwest began in 1994 when we entered partnerships with the City of Wixom, MI, and Indianapolis, IN. Over the years, these cities and other communities have asked United Water to take on a greater role in operating, maintaining and managing their water and wastewater services.

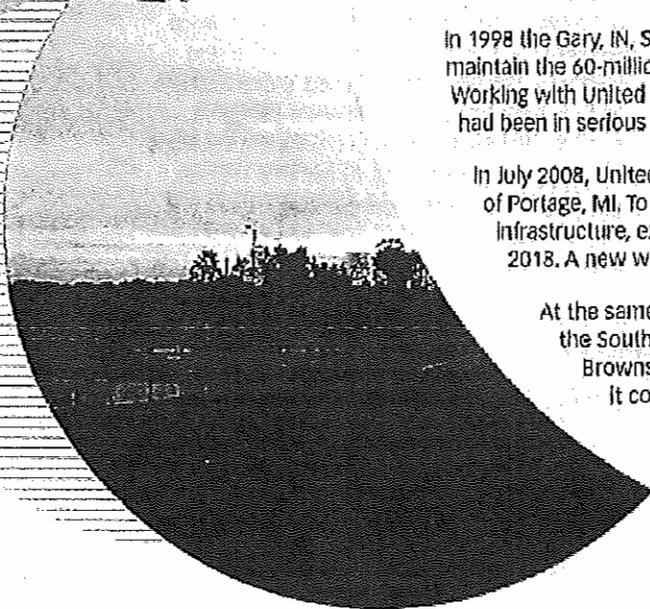
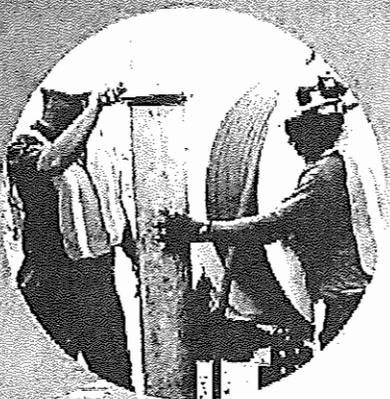
Today, United Water's services to Wixom include the management of a wastewater-treatment facility, lift stations, water wells, a water tower, 160 miles of water and sewer mains, water meter installation and repair, and billing and collection.

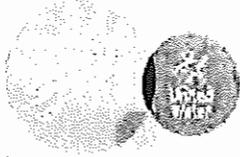
In Indianapolis, after 15 years of solid partnership, the city awarded United Water a new nine-year contract in 2008. The Association of Metropolitan Sewerage Agencies (AMSA) has recognized our accomplishments in Indianapolis over the years by giving United Water multiple Platinum, Gold and Silver Awards for Peak Performance.

In 1998 the Gary, IN, Sanitary District awarded a contract to United Water to operate and maintain the 60-million-gallon-per-day (mgd) wastewater treatment plant and collection system. Working with United Water, the city has been steadily improving wastewater discharges, which had been in serious violation of U.S. Environmental Protection Agency rules since 1978.

In July 2008, United Water assumed a maintenance-and-operations contract for the city of Portage, MI. To accommodate expected customer growth, and to upgrade existing infrastructure, extensive water-system improvements are being considered through 2018. A new water treatment facility is due to be completed in 2010.

At the same time, United Water also took over maintenance and operations of the South Huron Valley Utility Authority Wastewater Treatment Facility, in Brownstown Township, MI. When the facility first came on line in 1988 it could treat 12 mgd; in 2001, that capacity was doubled.





LOWELL, MI

The city has a 1.42-mgd wastewater treatment plant. It has operated under a public-private partnership since 1989. United Water assumed operations and maintenance in 2008.

PORTAGE, MI

The sewer system consists of 229 miles of sewer mains and 55 sewage lift stations. The system has a capacity of 10.8 million gallons per day, with an average daily flow of 5 million gallons per day. The city water system consists of 21 production wells, one 750,000-gallon elevated storage tank, one 1.5 million-gallon elevated storage tank, and 242 miles of water main. The system currently has a capacity of 22 million gallons per day, and daily production is 5.9 million gallons.

CAMANCHE, IA

Complex groundwater treatment facility designed to remediate a former landfill of a plastics production facility. The Chemplex site is comprised of the OU 1 groundwater remediation, and former OU 2 soil vapor extraction systems, which encompasses 630 acres located in Clinton County, Iowa. The primary contaminants are from trichloroethylene (TCE) and debutinized aromatic concentrate (DAC), which is approximately 50 percent benzene, a known carcinogenic. OU 1 has 50 extraction wells that are placed at strategic locations and screened over selected geological formations, five lift stations, and a treatment building. Because of the potential for exposure when working in certain areas of the site the air quality is monitored for safety.

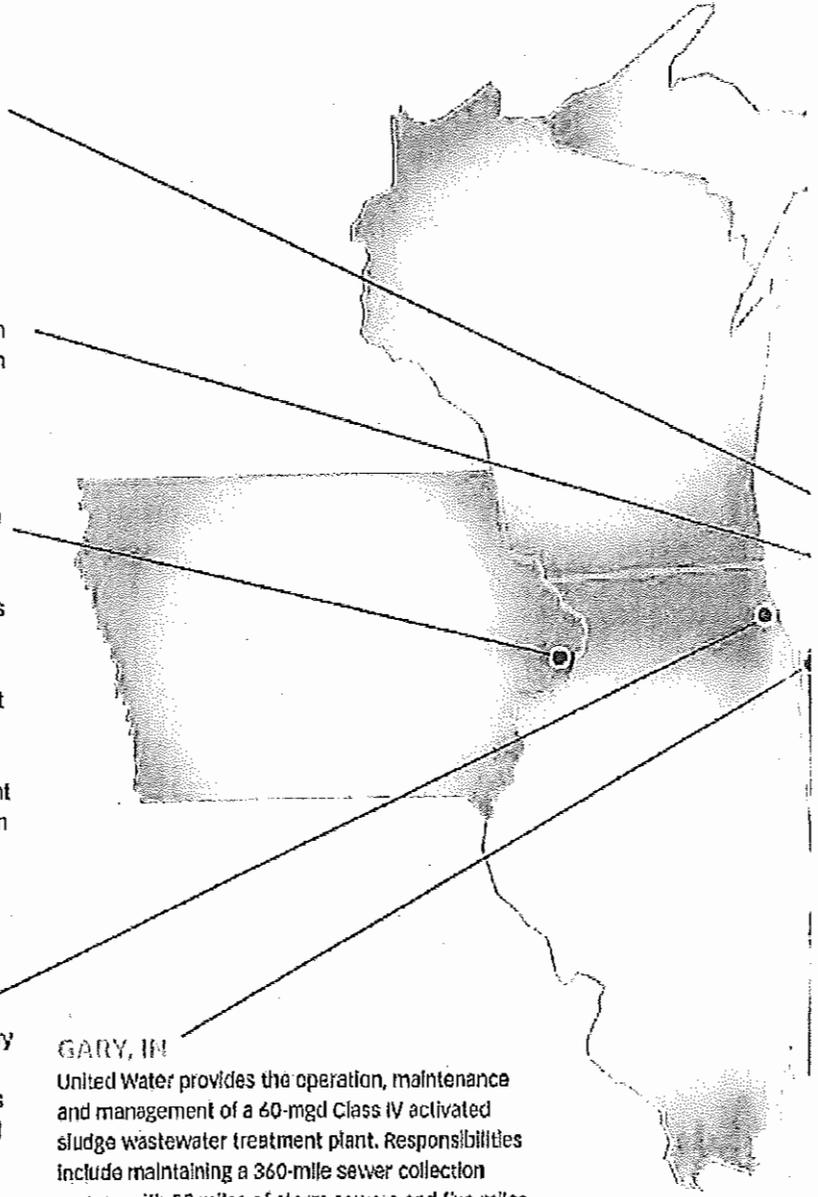
BENSENVILLE, IL

Treatment system, which processes an average of 4.7 mgd. The facility also includes a collection and pumping system consisting of 21 sewage pumping stations, three stormwater pumping stations, and 62.2 miles of sanitary sewers. The tertiary treatment plant is designed to handle a design daily average flow of 4.7 mgd, with a design maximum flow of 10 mgd. Flows over 10 mgd are diverted to an excess flow system for minimal treatment prior to the chlorination and dechlorination process. During storms, the flows often peak at just over 15 mgd.



GARY, IN

United Water provides the operation, maintenance and management of a 60-mgd Class IV activated sludge wastewater treatment plant. Responsibilities include maintaining a 360-mile sewer collection system with 25 miles of storm sewers and five miles of separate sanitary sewers; 36 pumping stations, including 20 sanitary remote pumping stations and 16 storm water-pumping stations; and 12 combined sewer overflows (CSOs). Population served: 180,000.



EAST TAWAS, MI

The Huron Shores Regional Utility Authority currently provides water service to East Tawas, Tawas City and part of Baldwin Township. At present, water can be treated from Lake Huron at a rate of more than 2.6 million gallons per day. There are two water towers in the Tawas area, each with a capacity of 500,000 gallons. Additional storage is available for peak demand periods in a 32-foot ground storage tank in East Tawas. There are nine wells, three elevated tanks (with 1,250,000 gallons of total storage capacity) and distribution mains located within Oscoda/AuSable. On the former Base there are two wells in operation, two elevated tanks (each with 300,000 gallon storage capacity) and distribution mains.

WIXOM, MI

United Water's partnership with the city dates back to 1994. Today, United Water's services to Wixom include the management of a wastewater treatment facility, lift stations water wells, a water tower, 160 miles of water and sewer mains, water meter installation and repair, billing and collection, and other services.

DETROIT, MI

The Detroit water system's newest water treatment plant, Water Works Park, is the largest plant in Michigan to use ozone, a disinfectant more potent than chlorine. The plant can produce up to 240 million gallons (mgd) of drinking water per day with room for expansion to 320 mgd.

NEW WATERFORD, OH

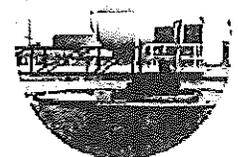
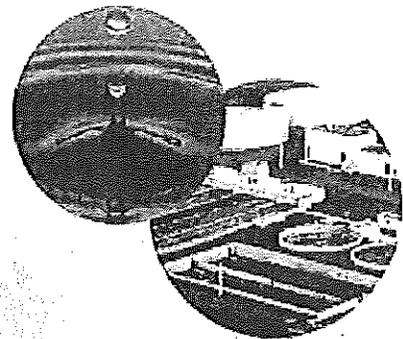
The wastewater treatment plant has a design flow of 0.181 mgd and includes primary screening and comminutor, flow equalization, primary treatment, secondary treatment, chlorination/dechlorination, aerobic digestion and sludge drying beds.

BELOIT, OH

0.1-mgd municipal wastewater treatment facility, which uses an activated sludge process with aerobic digestion and ultraviolet disinfection. All sludge produced by the plant is land applied. Additional responsibilities include the operations and maintenance of one lift station and processing of all water and sewer billing for the village. Wastewater receives primary treatment, secondary treatment, with contact stabilization and disinfection.

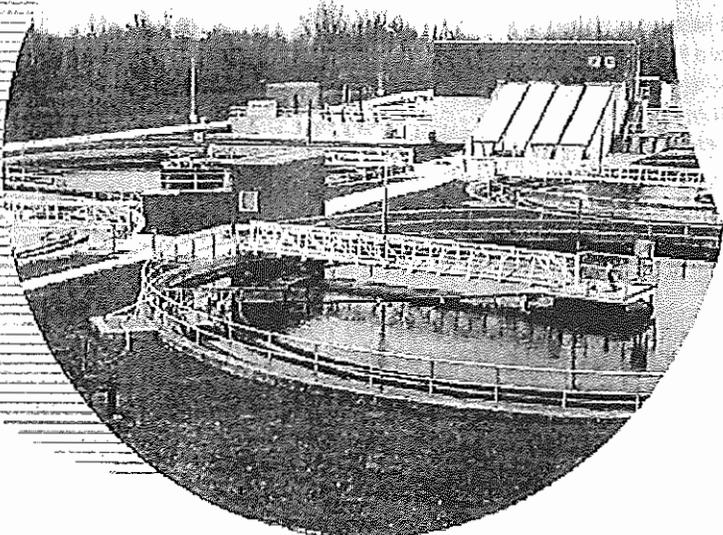
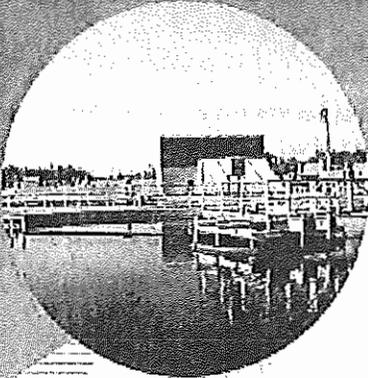
INDIANAPOLIS, IN

United Water provides long-term operation and maintenance of the city's two advanced wastewater treatment facilities, in Belmont and Southport, IN. The twin facilities have a 250 mgd combined capacity, with a 193-mgd combined average daily flow. United water also maintains the collection system and Eagle Creek Dam; laboratory services; industrial pretreatment monitoring; and program management services. Population served: 800,000 residents; 41,000 businesses.



UNITED WATER

UNITED WATER IN
SOUTH HURON VALLEY
MICHIGAN



South Huron Valley, MI

United Water provides operation, maintenance, and management of the wastewater collection and treatment system, which serves 90,000 people southwest of Detroit. United Water also provides industrial pretreatment program administration and collection system flow monitoring.

90,000

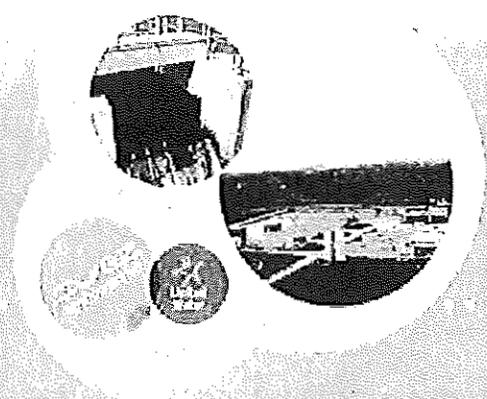
Problem: Sludge was hauled to another treatment plant for disposal

Solutions: Environmentally sound land application

Benefits: United Water provided design, construction, and financing of the improvements as part of the O&M agreement

Thanks to United Water,

nothing at the South Huron Valley Utility Authority wastewater treatment facility in Brownstown, MI, Suez is waste.



<< THE PAST AND FUTURE OF SOUTH HURON VALLEY'S WASTEWATER >>

As a result of cost controls inherent in the public-private partnership, United Water is able to operate and maintain the facilities for less money than the county was able to do a decade earlier.

As a key operational strategy of the 24-million-gallon-per-day (mgd) plant, United Water recommended the land application of sewage residuals, a cost-effective and environmentally sound method of solids disposal. The county previously wet-hauled sludge to another wastewater treatment plant for dewatering and incineration or landfill disposal.

To make full use of land application, United Water designed, constructed and financed thickening and storage facilities as part of the O&M agreement. Improvements included the construction of a 4-million-gallon, in-ground concrete storage tank; two rotary-drum sludge thickeners; and associated piping, odor control, and support equipment.

Facilities include the treatment plant, 30 miles of force main and interceptor sewer, two pumping stations, and 18 flow-metering sites. They also include a 6-million-gallon equalization basin built by the South Huron Valley Utility Authority to help operations control sewer flows into the plant during wet weather.



Treatment facilities consist of headworks, aerated grit removal, and conventional primary clarification followed by two-stage, anoxic-oxic activated sludge designed for biological phosphorous control. Plant effluent is disinfected

through chlorination and is then dechlorinated prior to discharge to the Detroit River.

The facilities serve Brownstown, Huron, and Van Buren townships; the village of South Rockwood; and the cities of Flatrock, Gibraltar, Romulus, and Woodhaven.

As part of United Water's agreement with South Huron Valley Utility Authority, incumbent Wayne County, MI, employees at the treatment plant were offered employment. Successful negotiations between the AFSME union and United Water led to a collective bargaining agreement allowing United Water employees to staff this project. The project was financed by private funding rather than public debt as a means to simplify and expedite the completion of the solids handling improvements.

PROJECT

South Huron Valley
Utility Authority
34001 W. Jefferson
Brownstown, MI 48173
734-379-3855

CORPORATE

United Water
200 Old Hook Road
Harrington Park, NJ 07640
201-767-9300
www.unitedwater.com

WORLD

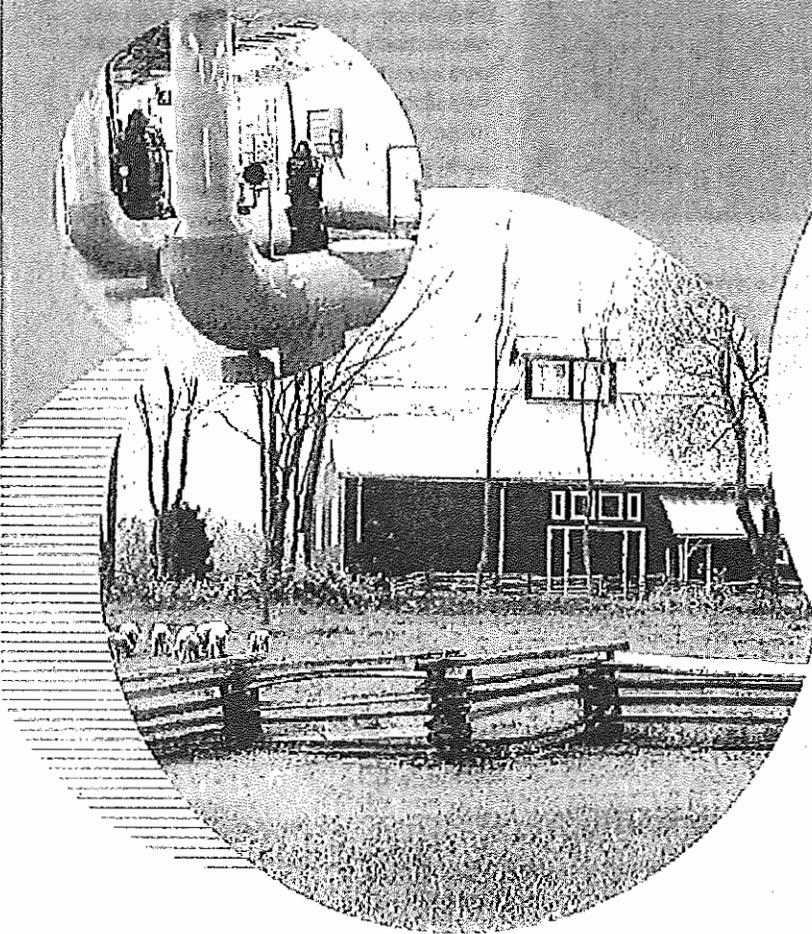
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unitedwater.com

UNITED WATER

UNITED WATER IN
HUBER HEIGHTS
OHIO



OPERATION AND MAINTENANCE



Huber Heights, Ohio

Operation and maintenance of two water treatment facilities in Huber Heights, Ohio, with a combined rated capacity of 11.46 MGD, 161 miles of distribution lines, 159 miles of sewer mains, 10 wells, 2 iron and manganese removal treatment plants, 1,800 fire hydrants, 1,700 main line valves, and three water-storage tanks. Additional operational and maintenance tasks include the Huber Heights' wastewater collection system, consisting of 145 miles of gravity wastewater main, 3,900 manholes, and 19 lift stations.

CUSTOMER CARE Customer care, billing, collection services, meter replacement program.

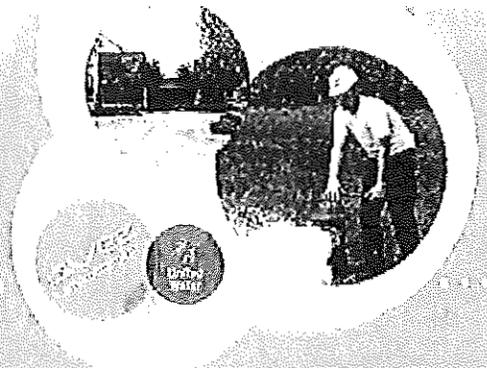
EXCELLENCE IN SERVICE 15 years of providing excellent service to Huber Heights' residents and acting as guardian of the city's water systems.

COMMUNITY ENGAGEMENT United Water's Corporate Social Responsibility Program supports organizations and initiatives that benefit the environment, educate future generations, and provide humanitarian services for persons in need.

For the Next 15 Years,

Huber Heights has made a commitment to help us achieve our future goals, providing excellent service and value as a responsible partner in our water system.

— Russ Bergman, *City Manager*



<< THE PAST AND FUTURE OF HUBER HEIGHTS' WATER AND WASTEWATER >>

"Come Grow with Us in Huber Heights, Ohio"

An efficient, reliable water system is key to the growth of a city and its future potential. For more than a century, United Water has provided many of our country's leading cities with clean, safe water for drinking, cooking, bathing, fire prevention, and other necessities. United Water has been a proud partner in helping cities all over the United States to grow, expand, and flourish. The company has earned a reputation as an industry leader by staying ahead of changing times and by pioneering new technologies.

Since 1995, Huber Heights, Ohio, has relied on United Water to provide high-quality water services for 15,000 customers and to oversee its vast wastewater system. The city's recent renewal of a four-year contract with United Water is an optimistic indication that Huber Heights is ready to rise to even higher levels of success as it seeks to attract more businesses and residents to the area. In addition to water services, the four-year contract stipulates that United Water continue to provide customer care, billing, and collection services.

In United Water's role as steward of the environment and protector of natural resources, the Huber Heights water treatment facilities meet stringent environmental standards put forth by the United States Environmental Protection Agency

and the Ohio Environmental Protection Agency. The two treatment facilities in Huber Heights receive water from 10 wells located in two well fields having an aggregate yield of 11.46 MGD. The facilities include iron and manganese removal water treatment plants. United Water has full



responsibility for all regulatory compliance and provides the necessary staffing for all day-to-day operations of the utilities.

United Water also oversees Huber Heights' main water distribution system, which comprises more than 159 miles of sewer main, 1,800 fire hydrants, 1,700 main line valves, and three water storage tanks. The company also operates and maintains

the city's wastewater collection system, which consists of 145 miles of gravity wastewater main, almost 3,900 manholes, and 19 lift stations. Wastewater is collected and conveyed to three main interceptor sewers that flow to the North Regional Wastewater Treatment Plant owned by the Tri-Cities Wastewater Authority.

In 2009, Huber Heights partnered with United Water in a meter replacement program which is now almost 99 percent complete. Assistance from Neptune Technology and Neptune Equipment were utilized in this massive effort. This new program allows monthly, rather than quarterly meter readings with estimates in the off months. The new meters are equipped to monitor water loss in the home, hence resulting in cost savings for customers.

Each of our United Water employees in Huber Heights plays an important role in ensuring that customer expectations are met in terms of quality, reliability, and professionalism. As members of the community, they also volunteer their time and talents to improve their neighborhoods. Through United Water's Corporate Social Responsibility Program, the company supports organizations and initiatives that reflect its core business values and benefits.

United Water is proud to join with Huber Heights as the city reaches for further success in rebuilding the economy, expanding industry, and supporting the daily high-quality water needs of its residents and businesses.

PROJECT
United Water in Huber Heights
6244 Chambersburg Rd
PO Box 24059
Huber Heights, OH 45424
937-233-3292

CORPORATE
United Water
200 Old Hook Road
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UNITED WATER

UNITED WATER IN **PORTAGE** MICHIGAN



City of Portage, MI

Water treatment and distribution; meter reading; wastewater collection; storm water collection systems; street sweeping; emergency snow plowing; and SCADA system management.

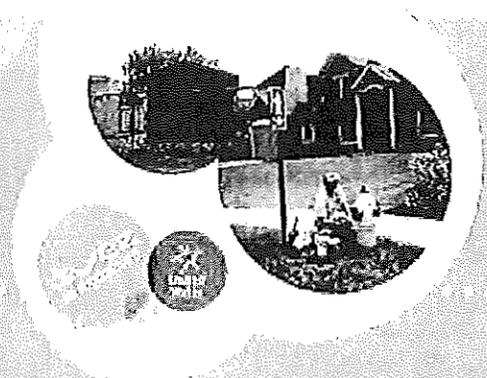
The water-treatment system has an average flow of 5.4 million gallons per day (mgd). The wastewater collection system is 10.8 mgd. As part of its full-service utility support program, we are providing operation, maintenance, and management services for 210 miles of wastewater collection mains, 58 sewage lift stations, 100 miles of storm sewer collection mains, 77 storm drainage retention basins, 21 production wells, two elevated storage tanks totaling 2.25 million gallons, and 225 miles of water distribution mains along with 2,600 hydrants.

47,000

Accommodated an increase in water volume to meet demand, while maintaining costs. United Water was able to save the city more than \$4 million over the first five years of the contract.

United Water is helping

The City of Portage, Michigan, is helping to fund a \$4 million project to improve the city's water and wastewater services. The project is designed to be environmentally safe and cost-effective. United Water is a key participant in helping the city to meet its goals.



<< THE PAST AND FUTURE OF PORTAGE'S WATER AND WASTEWATER >>

Goals specified by citizens in the Portage 2025 plan include: maintaining a sustainable source of groundwater; protecting flora, fauna, and natural waterways and watersheds; avoid overbuilding and loss of natural habitat and open spaces through reuse of residential and commercial sites and open space development; and to provide measures and incentives for man-made pollution control in cooperation with the entire community. Each is a goal shared by United Water.

In 1997, the City of Portage awarded United Water a five-year contract to operate, maintain and manage its water and wastewater services and systems. In essence, United Water serves as the water and wastewater utility department for this city of over 49,000 in southwest Michigan. The system includes groundwater wells, water distribution, storm water, and wastewater collection systems.

The contract has been renewed twice—and with good reason: During the first five years of the contract, the city saved \$4 million in operating costs, including a 53 percent cost savings for the first two years of the contract. Moreover, the city's water and sewer fund operation expense is still 6.8 percent less today than a decade ago—even though 43 percent more water is now being pumped.

Despite this increased demand for water and wastewater services from all sectors, United Water's service delivery continues to exceed industry standards of quality.



Portage has also experienced significant increases in operation and maintenance services. Each year:

- more than 3,600 manholes are inspected
- the city's SCADA system is maintained and updated
- 2,600 hydrants are flushed/inspected twice
- 750 fire hydrants are painted
- 3,000 feet of sanitary sewer video-inspected
- approximately 60,000 meters are read
- 9,000 service requests are processed

- more than 71,000 feet of storm drains are cleaned
- over than 500,000 feet of sanitary sewers are cleaned
- about 300 water meters are repaired

In 2010, the city expects to complete construction of a new water-treatment facility that employs energy- and water-saving "green-building" techniques. The Garden Lane Water Treatment Facility, as it will be known, includes the construction of a treatment building that will use gravel and carbon filters to remove iron, manganese and arsenic from the groundwater supply. The new building has been designed to meet general Leadership in Energy and Environmental Design (LEED) standards and incorporates a number of "green" construction techniques, such as pervious pavement, storm water management, natural interior lighting and recycling of the plant process water. The project also includes the construction of a new water supply well north of the new treatment building.

United Water looks forward to incorporating the Garden Lane Water Treatment Facility into its operation and maintenance services.

PROJECT
Portage Water & Sewer Facilities
7701 S. Westnedge Ave
Portage, MI 49802
269-324-4896

CORPORATE
United Water
200 Old Hook Road
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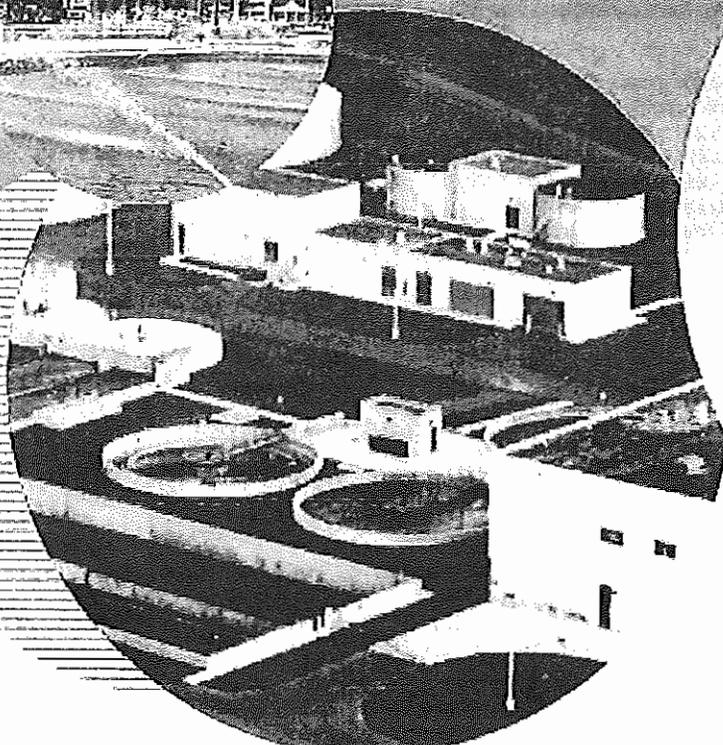
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UNITED WATER

UNITED WATER IN **WIXOM** MICHIGAN



FAST FACTS City of Wixom, MI

Services include the operation and maintenance of a 5-mgd tertiary wastewater-treatment facility that treats both industrial and domestic wastewater. Processes include grit removal, oxidation, clarification, tertiary treatment, UV disinfection, sludge activation, surface-water discharge, and industrial pretreatment.

Water services include distribution, meter reading and maintenance, hydrant flushing, booster station, well-house and water-tower maintenance; operation and maintenance of two SCADA systems; and customer billing.

3,400 customers, including more than 600 businesses and industrial plants

United Water's Wixom operations awarded Michigan Occupational Safety and Health Administration's (MIOSHA) Rising Star Award in 2009. Wixom is the first publicly owned treatment plant in Michigan recognized with this award.

THE KING OF WATER

Over the past decade, United Water has been instrumental in helping the City of Wixom, Michigan, improve its water and wastewater services. Through a partnership with United Water, the City has been able to maintain and improve its water and wastewater infrastructure, while ensuring that the City's water and wastewater services are of the highest quality. United Water's expertise in water and wastewater services has helped the City of Wixom maintain its reputation as a leader in water and wastewater services.



THE PAST AND FUTURE OF WIXOM'S WATER AND WASTEWATER SERVICES

United Water, whose partnership with the city dates back to 1994, provides full contract operation and maintenance services for the city's water and wastewater utilities, including water distribution, wastewater treatment, administration of an industrial pretreatment program, and customer billing.

In 2001, the city began accepting water distribution from the Detroit Water and Sewerage Department. As part of that arrangement, United Water is responsible for maintenance of 80 miles of water distribution pipes, one water-booster pump station, an elevated water tower, and four older water wells that remain on standby. Wixom's water tower can store about one day's worth of water.

The tertiary wastewater treatment facility is a 5-million-gallon-per-day (mgd) facility serving 3,400 customers. Of the 5-mgd capacity, 1.5 mgd is used, and half of the unused capacity is dedicated, by agreement, to Ford Motor Company. The wastewater treatment facility treats both industrial and domestic wastewater. With the facility treating industrial wastewater from more

than 630 businesses, industrial wastewater accounts for approximately 40 percent of the influent flow to the plant.



Proper treatment is crucial. The wastewater treatment facility discharges to Norton Creek, which flows into Kent Lake, Michigan's most popular recreational lake, with 2.3 million visitors per year. The process includes using an oxidation ditch, activated sludge, flow equalization, parallel plate settlers, continuous backwash filters, and ultraviolet disinfection. Ultimately, sludge is digested and land applied.

United Water has developed standard operating procedures for all processes, has instituted a comprehensive preventive maintenance program and administers the city's industrial pretreatment program. Computerized billing and collection services are also part of United Water's contractual responsibilities.

As part of the service provided to the city of Wixom, United Water has the responsibility for inspecting, responding to emergency conditions, and scheduling routine cleaning of more than 60 miles of sewer mains and also performing routine checks and preventive, predictive, and corrective maintenance activities on several lift stations. United Water's services also include installation of all new water taps and meters. Since project start-up, United Water has established a hydrant flushing and valve exercise program, performed an extensive system evaluation with recommendations, instituted a well-maintenance program, and provided GIS mapping of the distribution system.

PROJECT
Wixom Water District
 2059 Charms Rd
 Wixom, MI 48393
 248-624-6421

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unitedwater.com

STATEMENT OF QUALIFICATIONS



CONTRACT OPERATIONS & MAINTENANCE

I N F R A S T R U C T U R E
A L T E R N A T I V E S



Prepared by:

INFRASTRUCTURE ALTERNATIVES, INC.

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INTRODUCTION

Infrastructure Alternatives, Inc. (IAI) was established in 2000, and founded on one single principle: to deliver value by offering the highest quality of services to our clients. Our organization's success is built upon this principle and is delivered through experience, integrity, innovation and teamwork.



We are positioned to form a highly beneficial partnership with our clients to creatively and cost effectively deliver safe water

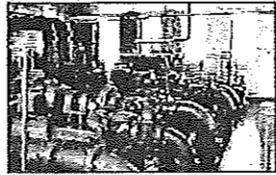
FLEXIBLE SERVICES

IAI's unique combination of capabilities allows us to tackle technically complex projects. This blend of experience and capabilities, combined with an intense focus on the quality and effective partnerships with our client, makes IAI a low-risk provider to our clients. Our firm's technical expertise was initially built around serving small to medium sized municipal, industrial and private water and wastewater utility needs. Today, our services have expanded to include environmental and navigational dredging, patented sediments dewatering processes and shoreline protection. Our philosophical approach to our work remains the same; to be stewards of the environment and protectors of public health.

IAI strives to find cost effective and innovative solutions to serve our clients' needs. Our clients may select a turn-key project approach utilizing a number of integrated services, or a single service as the project may require. Our services are summarized in the chart below.

We are an employee-owned company that will afford our clients the following advantages:

- Locally controlled firm, with corporate headquarters located in West Michigan
- Long-term view and operating philosophy
- Exceptionally experienced, highly motivated team
- Approach to doing business is not driven by "corporate edict", but rather by a commitment to developing solid, long-term client relationships.

			
OPERATIONS & MAINTENANCE	DREDGING	SEDIMENT DEWATERING TECHNOLOGIES	SHORELINE PROTECTION
<p>Water and wastewater treatment plant operation</p> <p>Collection system operation</p> <p>Permitting</p> <p>Technical assistance & troubleshooting</p> <p>Design engineering</p> <p>Mechanical maintenance</p> <p>Start-up Assistance</p>	<p>Hydraulic dredging</p> <p>Hydrographic surveying</p> <p>Dredged material management</p> <p>Dredging with flow-through dewatering</p> <p>Trucking & disposal of dredged material</p> <p>Permits & reporting</p>	<p>Geotextile tube (Geotube®) dewatering</p> <p>Mechanical dewatering (belt press, plate & frame press, centrifuge)</p> <p>Treatability studies</p> <p>Full-scale pilot demonstrations</p> <p>Released water treatment</p>	<p>Site design & preparation</p> <p>Geotube® installation & filling</p> <p>Environmental permitting</p>

QUALITY ASSURANCE/QUALITY CONTROL PROGRAMS

Several mechanisms are in place to ensure that the level of service that we are providing is of the highest caliber that can be delivered. Our program includes a comprehensive set of standards that address the following areas:

- Client communications – Accurately assess unique client requirements, and sustain positive working relationships with client personnel.
- Provide & maintain value-added services resulting in long-term benefit
- Agency Relationships - Deliver the benefits of a well-established positive relationship with the regulatory and/or funding agencies.
- Operations - Stabilize and reduce costs, when necessary, without compromising service, compliance and quality service.
- Develop customized plans or programs as required.
- Provide a highly trained and motivated staff to accomplish the project at hand.

- Execute smoothly, on schedule and economically.
- Remain flexible and easy to do business with.
- Positive public image.

SAFETY PROGRAM

Our safety program requires full participation from **all** of our employees. Our safety officer assumes responsibility for safeguarding our employees, vendors, and subcontractors by exercising careful planning and training in the implementation and management of our safety program. Our employees assume the responsibility of safeguarding themselves and each other by continuously functioning in a safety-conscious mode – regardless of the task.

The specific elements of our program include:

- **Awareness**-On a monthly basis, Infrastructure Alternatives reviews the safety program of each facility we operate. The results of this review are communicated to each staff member
- **Training**-Each staff member receives safety training on a regular basis
- **Inspections**-Each facility receives a complete safety inspection during project mobilization and annually thereafter
- **Prevention**-Each of our programs emphasizes accident prevention as the best way to protect our employees and the general public
- **Maintenance**-All safety equipment is maintained in working order and is properly calibrated
- **Specificity**-Our site-specific program is tailored to the unique features of each of our clients



QUALIFICATIONS AND CAPABILITIES

In order to assist in evaluating our capabilities, we have provided brief narratives regarding several special areas of IAI's expertise.

PEOPLE

We believe strongly that the effective operation of our client's systems is as much about the people, as it is about the mechanical process. We are uniquely qualified in the area of human resources. Our Director of Human Resources, plays an active role in transition management. She is involved early on in the start-up process to ensure attention to the sensitive area of people matters. Whether the Client's decision results in current employees becoming employees of the Contractor, or whether they remain City employees overseen by Contractor management, there are staff concerns that require special consideration. Her 20 years in the human resources field, most recently managing the HR ramifications of multiple municipal transitions to contract operations, provides standout support to our clients and the effected municipal staff.

FACILITIES START-UP

The most critical period in the life of a treatment plant is the start-up phase at a newly constructed plant. Proper start-up and facility operation process adjustments set the tone for the subsequent success or failure of a plant. Equipment warranties are dependent on performing all start-up equipment checks and measurements to meet or exceed the requirements of the manufacturers. Infrastructure Alternatives has over 30 years experience in start-up of new and expanded wastewater treatment facilities. Start-up of plants treating municipal, food processing, paper mill, petrochemical, petroleum, landfill leachate and septage wastewaters are key elements of our experience background. We work with the engineer, contractors and our client to coordinate and implement a *planned* start-up procedure, which includes:

- Scheduling and working with the various equipment and systems vendors
- Training on-site staff during vendor site visits
- Collecting equipment data for warranty purposes
- Developing operational punch lists for the Contractor
- Developing written standard operating procedures (SOP's)
- Developing databases for maintenance schedules
- Developing spares inventory
- Implementing safe operating procedures
- Selecting and procuring chemicals and supplies
- Implementing maintenance practices for plant, lab and lift stations
- Developing monitoring schedules and procedures including sampling and analytical procedures

- Developing records keeping system and storage protocol
- Implement regulatory reporting routine (work with MDEQ to ensure all reporting meets expectations)

The experienced staff of IAI have been involved with over 150 system start-ups over their careers including new wastewater treatment facilities, water treatment facilities, wastewater collection systems, water distribution systems, industrial pretreatment and direct discharge treatment facilities, groundwater pump and treat systems, complex groundwater remediation treatment plants, as well as many start-ups of utility extensions for numerous communities over the past 30 years.

Process Control

Process control parameters are especially critical for the successful operation of any treatment process. The precision of the process control techniques has a direct impact on energy consumption and sludge production, as well as effluent quality.

In order to develop the process control parameters unique to each operation, we work closely with the design engineer to establish all critical set points. We develop these process control parameters within 30 days of our involvement with our client's operations. We then fine tune these parameters and incorporate them into daily standard operating procedures.

COLLECTION SYSTEM MAINTENANCE

Infrastructure Alternatives is truly unique in the municipal services industry. Our capabilities are not only to provide plant operations, but also to provide full collection system operation and maintenance services as well. We currently operate several municipal systems that utilize grinder pumps, and our staff is very familiar with the type of pumps and pressure/gravity sewers.

We are acutely aware that operation, maintenance, and emergency response are critical success factors for the project since these activities interface directly with residents.

We support our on site staff by:

- Providing necessary tools and equipment including, a fleet service pick-up truck with snowplow, to be staged at the treatment plant
- Developing collection system check routines
- Developing written collection system standard operating procedures (SOPs)
- Developing maintenance schedules
- Developing spares inventory
- Implementing safe operating procedures
- Providing a customer service Hot-Line in case of collection system trouble

BIOSOLIDS MANAGEMENT

Biosolids management is, in many respects, the most important element of the operations and maintenance of a wastewater treatment facility. A Client faced with particular challenges in this regard, perhaps related to high-strength organic loading or other unique influents, would find our expertise in this area particularly beneficial. Infrastructure Alternatives has management and hands-on experience that surpasses any other contract operations firm. Our Technical Support staff, brings over 50 years of combined experience in the water and wastewater industry with expertise in the following areas:

- Development and successful administration of Residual Management Plans (RMPs) for both activated sludge and wastewater lagoon treatment facilities
- Overall biosolids program management and implementation, including sampling and analytical work for determining agronomic rates
- Identification and permitting of farm fields for beneficial biosolids reuse
- Coordination of subcontractors

Infrastructure Alternatives also possesses an innovative technology for biosolids removal utilizing a company-owned hydraulic dredge and a dewatering process using geotextile tubes. Our geotube dredging/dewatering technology has proven to be a cost effective element of several biosolids management programs.

A special awareness of the public relations aspects of a Biosolids Management plan is key to our contract operations programs. Our corporate experience and the reputation of our team have allowed us to establish positive professional working relationships with the regulatory agencies. In addition, we endeavor to make sure that our biosolids management program is implemented in the most positive light with regard to community concerns around odor, housekeeping, and public image.

ODOR CONTROL

We are acutely aware of the importance to aggressively manage odors at any wastewater treatment facility. It has the most direct impact on the public's perception of the operation. Infrastructure Alternatives develops site-specific odor control programs for each client, involving several inter-related components of the systems operations, maintenance and management including: process control techniques, housekeeping, biosolids management, and public relations. This program is typically implemented within the first 30 days of operation with input from the Client administrative staff. In addition, we welcome input, and/or review of this program from any other interested parties the Client would wish to involve. A key element of this program will be to establish formal channels of communication between the Client residents and operations staff.

PUBLIC RELATIONS

Our Clients and their users have a tremendous financial and environmental commitment to their water and wastewater treatment facilities. It is without question one of the most important parts of the community's infrastructure. As in all of the communities for whom we operate treatment systems, we believe our presence in your community goes beyond just daily operation. It is important to our effectiveness that we are involved corporate citizens. As such, we become present, active, visible and available to the City council/commission, City staff and residents. Our operational philosophy is to be receptive to establishing open lines of communication and create opportunity for information sharing.

INFRASTRUCTURE REHABILITATION

Infrastructure Alternatives has a master mechanic on staff with over 15 years of experience with the installation and rehabilitation of all water and wastewater treatment process and collection systems. His expertise is applied to the maintenance of our contract operated facilities, as well as used to assist our clients with capital improvements as required.

IN HOUSE DESIGN/ENGINEERING CAPABILITY

Infrastructure Alternatives is able to offer our clients the benefits of in-house engineering capabilities. During the execution of a contract operations project the need for rehabilitation, renovation, or new construction may present itself. Our team of highly experienced treatment process engineers can immediately provide coordinated input to the capital improvement project working directly with our operations staff and our Client's personnel.

Our commitment is to provide innovative engineering solutions to the sometimes complex, or perhaps not so complex, needs of our clients. In an effort to find less than obvious means of cost savings, the Infrastructure Alternatives engineering staff not only approaches each project from conventional angles, but also goes one step further by evaluating each project from the not-so-conventional angles. The result of this approach is sometimes delivered by typical design/bid/build project execution, and other times delivered by the design/build method, where Infrastructure Alternatives serves as the single source of accountability for all aspects of the engineering project.

MANAGEMENT STAFF

William Cretens, President is founder and President of Infrastructure Alternatives, has over 25 years experience in the United States Water and Wastewater Industry and has been involved in numerous complex environmental and infrastructure projects. He is a Michigan certified wastewater treatment plant operator, holds a BS in Chemistry and has hands-on experience with dredging and dewatering with geotextile tubes.

Kent Trierweiler, P.E. Is a veteran professional engineer with diverse experience over a 25 year career in water and wastewater treatment process design, general civil engineering, sanitary sewer investigating, reporting and rehabilitation, groundwater remediation system O&M, and Industrial engineering. He directs the Operations and Maintenance division providing seasoned leadership and broad-based technical expertise. He is a registered professional engineer in Ohio, Michigan, Illinois, and Wisconsin.

Dana Trierweiler, P.E. has 20 years of design and project management experience in general civil engineering for sanitary sewer, storm sewer, water distribution systems, public/private streets and general site development; he brings exceptional expertise to our integrated wastewater services. His experience has accumulated through work with private consulting firms and a private contractor. His engineering and O&M capabilities have been applied in direct support of the contract operations division as well as the engineering/technical services division. He is a registered professional engineer in Ohio, Michigan, Indiana, Wisconsin and North Carolina.

Paul Stage has 20 years of diverse operations and maintenance experience, including three years specialized experience in the management of dredging and sludge disposal. He delivers strong technical, regulatory, and management expertise to not only our dredging and dewatering clients, but to our clients Contract Operated facilities as well. He is a certified water operator in the State of Michigan. His background includes facility start-up, lead operations responsibility and process control.

John Rydbeck serves as a Project and Area Manager for a number of Infrastructure Alternatives' contracted facilities. In this capacity he is responsible for the leadership and management of the projects. His 10 years of operations and maintenance experience with a variety of process types, delivers strong technical, and management expertise to our clients.

Teri Kuhlman is one of the top human resources professionals in the contract operations industry. She has developed and implemented employee transition plans that have successfully guided unionized municipal operations employees into a non-union privatized work environment without loss of staff; and developed and implemented integration strategies for the transition of acquired employees of 15 plants into a new, larger company. Developed introduction and training programs designed to inform while reducing anxiety. These programs involved employees and their families. She holds a BA in business management.

Complete resumes are available upon request.



CONTRACT OPERATIONS PROJECT EXPERIENCE

PROJECT	DESCRIPTION	CONTRACT
<p>BRIGHTON TOWNSHIP, BRIGHTON, MICHIGAN Contact: Mr. H. E., Bud, Pirine, Township Supervisor Brighton Township Hall 4363 Buno Road Brighton, MI 48114-9298 (810) 229-0550</p>	<p>The Charter Township of Brighton selected Infrastructure Alternatives to operate and maintain the Township's new \$27.8 million dollar wastewater collection and oxidation ditch treatment system. Initially, 2,500 residences will be served; with additional expansion the system will eventually serve 7,700 homes. Infrastructure Alternatives provides day-to-day operation, maintenance, and management of the collection system and wastewater treatment plant. Collection system services include complete grinder pump service. We are a factory-authorized repair center.</p>	<p>Full O&M September 2002— Present</p>
<p>ORLEANS TOWNSHIP, ORLEANS, MICHIGAN Contact: Ms. Cindy Chipman, Twp. Supervisor 3077 Palmer Road Orleans, MI 48865 (616) 761-3269</p>	<p>Orleans Township retained Infrastructure Alternatives to start up and operate their new wastewater collection and treatment system. This lakefront community embarked on a sewer construction project in 2001-2002. At this site Infrastructure Alternatives provides certified operations staff to operate and manage 15 grinder pump stations, 7 conventional lift stations, and lagoon wastewater treatment system. We also provide inspections of new installations and MISS DIG services. Duties include regulatory monitoring and reporting, maintenance and process operation.</p>	<p>Full O&M August 2002 – Present</p>
<p>DONALD C. COOK NUCLEAR POWER PLANT BRIDGMAN, MI Contact: Blair Zordell, Environmental Services Manager Indiana Michigan Power Company One Cook Place, Bridgman, MI 49106-0458 (269) 465-5901 Ext. 2006</p>	<p>Infrastructure Alternatives provides full O&M, maintenance, and compliance monitoring of the site wastewater treatment plant, a two-reactor .06 MGD Jet Tech SBR unit. The system includes final effluent sand filtration and discharge to seepage ponds. Wastewater is generated at site buildings (domestic wastewater). Site staff is approx. 600 people daily and up to 2000 when large a maintenance outage is being completed as many outside contractors are on site then.</p>	<p>Full O&M January 2005 - Present</p>

PROJECT	DESCRIPTION	CONTRACT
<p>ALGOMA ESTATES, ROCKFORD, MICHIGAN Contact: Frank Michel 31550 Northwestern Highway Suite 200 Farmington Hills, MI 48334 (248) 737-1425</p>	<p>Infrastructure Alternatives operates both the drinking water filtration plant and SBR wastewater treatment plant (and lift station) for this 500 site Manufactured Home Community near Rockford Michigan. The owner. Following months of non-compliant operation by the previous operator, contracted IAI. Scope of services include daily monitoring, testing and preventative maintenance responsibilities.</p>	<p>Full O&M April 2001 - Present</p>
<p>CITY OF ANTIGO, WISCONSIN Contact: Dale Soumis , City Manager N 2420 Koszarek Road Antigo, WI 54409 (715) 623-3633 ext. 150</p>	<p>Full contract management of the City's 1.2 MGD water filtration plant and full contract operation of the City's 1.2 MGD activated sludge wastewater treatment plant. Tertiary treatment includes sand filter system. Total staff of six. Computerized preventive maintenance program, biosolids management.</p>	<p>Full O&M January 2002 - Present</p>
<p>CALEDONIA TOWNSHIP, MICHIGAN Contact: Mr. Bryan Harrison, Township Supervisor Charter Township of Caledonia PO Box 288 250 Maple Street Caledonia, MI 49316-0288 (616) 891-0430</p>	<p>Infrastructure Alternatives provides full contract operation and maintenance services for the Township's water production, treatment and distribution systems and wastewater collection and treatment systems. The water system consists of approximately 57 miles of water main, two elevated storage tanks, two iron removal filter plants and 260 hydrants. The wastewater collection/treatment system consists of 100,000gpd Aqua Aerobics SBR treatment plant, approximately 40 miles of sewer, 64 grinder pumps and 7-lift stations. Our services involve full system operation, and full equipment maintenance responsibilities.</p>	<p>Full O&M May 2004 - Present</p>
<p>CITY OF CEDAR SPRINGS, MICHIGAN Contact: Mr. Jerry Hall DPW Director City of Cedar Springs 66 S. Main Street Cedar Springs, MI 49313-0310 (616) 696-1330 Ext. 108</p>	<p>Infrastructure Alternatives provides contract operation and management services to the City of Cedar Springs wastewater treatment facility. The 1.2 MGD average daily flow (4.1 MGD peak flow) plant is a state of the art sequencing batch reactor SBR process. The system includes three reactors controlled by a microprocessor based SCADA system. IAI's scope of service includes full time plant operation and management, daily onsite effluent monitoring and testing, plus full preventative and corrective maintenance. Maintenance task schedules are fully computerized. IAI also provides biosolids management and oversees the biosolids land application program. We provide 24-hour emergency service including off site monitoring of plant via computer modem.</p>	<p>Operation and Management August 2001 - Present</p>
<p>VILLAGE OF HATLEY, WISCONSIN Contact David J. Narloch, President Village Hall 115 Kuhlmann Ave. Hatley, WI 54440 (715) 449-3889</p>	<p>Full contract management of the Village's 0.2 MGD Oxidation Ditch wastewater treatment plant. The plant successfully nitrifies/denitrifies. All system monitoring and analytical tasks are performed. Management of biosolids disposal is performed by IAI as well.</p>	<p>Full O&M May 2002 - Present</p>

PROJECT	DESCRIPTION	CONTRACT
<p>CITY OF MENOMINEE, MICHIGAN Contact: Eric Strahl City Manager 2511 10th St. Menominee, MI 49858 (906) 863-2656</p>	<p>Full contract operation of the City's 4.0 MGD water and 4.0 MGD activated sludge wastewater treatment systems. Eight full time operations staff. Our computerized maintenance management system insures a high level of equipment maintenance and care. Additional programs addressing emergency response, plant safety and laboratory QA/QC, and biosolids management have been successfully implemented.</p>	<p>Full O&M January 2002 – Present</p>
<p>RIVER HAVEN ESTATES GRAND HAVEN, MICHIGAN Contact: Mr. Robert Fannon Vice President Sun Communities (owner) 31700 Middlebelt Road Suite 145 Farmington Hills, MI 48334 (248) 932-4074</p>	<p>Sun Communities Inc. is another client of Infrastructure Alternatives. We operate and maintain the activated sludge wastewater treatment plant and two lift stations at Sun's River Haven Manufactured Home Community near Grand Haven Michigan. Duties include all hands on operation, preventative and corrective maintenance and plant monitoring, testing and NPDES/MDEQ reporting, and biosolids management. Infrastructure Alternatives operates the system in full compliance with Federal and State effluent discharge requirements.</p>	<p>Full O&M April 2001 – Present</p>
<p>CITY OF LESLIE, MI Contact: Martha Owen DPW Manager 640 Washburn St, Leslie, MI 49259 (517) 589-5115</p>	<p>Full contract operation of the City's 0.6 MGD oxidation ditch treatment plant and lift stations. Full laboratory, computerized maintenance program.</p>	<p>Full O&M July 2007 - Present</p>
<p>LEONI TOWNSHIP MICHIGAN Contact: Kip Ballast Supervisor 913 Fifth Street P.O. Box 375 Michigan Center, MI 49254 (517) 764-4694 ext. 114</p>	<p>Full contract operation of 2.6 MGD Aerated Lagoon Wastewater Treatment Plant and 2.8 MGD water distribution system. Complete laboratory for WWTP. Infrastructure Alternatives assisted Township in meeting requirements of an Administrative Compliance Order issued in March 2006. Infrastructure Alternatives is assisting Township and its engineer with design of new 3.0 MGD MBR Wastewater Treatment Facility. IA will be responsible for start-up and operation of the new MBR Facility.</p>	<p>Full O&M November 2005 - Present</p>



TECHNICAL SERVICES PROJECT EXPERIENCE

This group provides independent evaluations, maintenance, repair, and replacement services. Our staff has over 20 years of water and wastewater experience working with distribution systems, pumps, blowers, clarifiers, lift stations, aeration systems and much more.

DESCRIPTION

In-house rehabilitation and maintenance capabilities

Clarifiers – Repair of arms, beaches and scum troughs including installation of brass scrappers, installation of new air lift pump to remove scum from clarifier beaches.

Lagoon systems – Drained lagoon to repair 16" discharge line and remounted aerators to the bottom of the lagoon. Leveled out discharge to fields in order to provide for simultaneous discharge.

Oxidation Ditch System – Installed mixers to reverse flow in ditch in order to run plant in reverse, which brought the plant back into compliance.

Air Stripper – Removed and cut 16" piping to install valve and check valve.

Primary Clarifiers – Replacement of chains, flights, gears, and sprockets.

Air Grit Collection System and Grit Collection Screws – Rehabilitation of entire system.

Polymer Systems – Installation and repair of pump for Rotary Drum Thickeners (RTDs).



WADE TRIM

June 25, 2010

Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Attention: Ms. Courtney Nicholls, Assistant Village Manager

Re: Contract Operation, Maintenance and Management Options
Introduction to Wade Trim Operations Services

Dear Ms. Nicholls:

As a follow-up to our recent conversation, regarding the operation and maintenance of your wastewater treatment facility and your water system, we are sending you this letter and the enclosed information in order to introduce you to Wade Trim Operations Services.

Since our founding in 1996, Wade Trim Operations Services has provided full contract operation and management services as well as training and specialty studies. In 1997 we entered into an agreement with the village of Lawrence to provide full operation and maintenance services for their Department of Public Works, thus, increasing the scope of services we offer to include Parks and Recreation, street maintenance and rolling stock maintenance. Our relationship with the Village of Lawrence continues to this day. In 1998 we became a licensed electrical contractor and formed our electrical services group. This allows us to design, install and maintain instrumentation and control systems as well as provide a complete line of electrical design and construction services. Also, as you are aware, we operate the water and wastewater systems, including collection and distribution for the City of Milan.

In addition to operators and engineers, we provide a variety of services that are unique to our industry:

- Wade Trim Operations Services is an authorized warranty and service provider for Environment-One sewage grinder pumps.
- As a state licensed electrical contractor we employ journeyman and master electricians.
- Most of our personnel hold their Commercial Driver's License (CDL) which allows them to perform roadway and other heavy maintenance.

We provide a full array of services at competitive prices. We bring value wherever we work.

Wade Trim Operations Services, Inc. 734.947.9700
25251 Northline Road 800.482.2864
P.O. Box 10 734.947.9726 fax
Taylor, MI 48180 www.wadetrim.com



The following is a brief summary of the types of services we are able to offer the Village:

Operations Assistance

We are very familiar with the various programs that are both needed and required for the water and wastewater systems. Thus, we have the unique ability to perform "operations audits" where we evaluate existing programs for sufficiency or determine the need to establish new programs. We can also develop and implement any new programs that we identify. The following is a list of areas of expertise where we can assist the Village. We can also provide these services directly:

- Asset Management Programs
- Preventive Maintenance Programs
- Laboratory Quality Assurance/Quality Control Programs
- Health and Safety Programs
- Evaluate Odor Control Problems
- Monitor Well Sampling Programs
- Contingency Plans (Emergency Procedures)
- Establish, Administer and Manage Industrial Pretreatment Programs
- Develop Water Meter Repair and Replacement Programs

In addition to working with individual programs, we can audit an entire operation in order to evaluate the staffing, the level of service and the budget. We perform these audits from a "zero base" in order to achieve results independently of any influences from the current operation.

Management Assistance

Under this program we provide a qualified operator/manager with the appropriate certification on a less than full-time basis. The actual amount of time spent on-site depends on the situation and circumstances. Generally, the operator/manager makes periodic site visits to review the plant operation and meet with plant personnel to review process control and management issues. The operator/manager serves as the responsible operator regarding compliance issues with your discharge permit and certifies the monthly operations reports to the Michigan Department of Environmental Quality (MDEQ). Under this scenario, we work directly with the Village's employees who continue to be employed by the Village. Any plan for this type of arrangement requires concurrence from the District Representative of the MDEQ regarding the minimum amount of time our operator/manager spends on site. During periods when we are not on site we are available by phone to assist with technical and emergency situations.

Full Time Plant Manager

Under this program, Wade Trim Operations Services will place a full-time operator/manager with the appropriate certification on site. On-site staff remain City employees but our operator/manager makes work assignments, is responsible for process control changes and certifies the monthly operating reports to the MDEQ. The operator/manager would interact with the Village administration through a designated person and/or committee.

Provide All Labor

We assume responsibility for providing all labor. The opportunity for cost savings comes from reduced administrative costs, as well as reductions in the cost of administrative services such as processing payrolls, record keeping and administering various employee programs. Employee administration becomes our responsibility and the Village avoids the cost of providing these services. A small administrative fee would still be incurred in order to administer the contract; however, it is usually significantly less than what would normally be paid.

Complete Operation and Maintenance

The concept of full contract operation, maintenance and management implies that Wade Trim Operations Services would assume responsibility for providing all labor plus purchasing all supplies and consumables as well as paying for all utilities. While it is impossible at this time to predict what your savings might be, we have been successful in other locations at achieving significant overall cost reductions. Even after allowing for our overhead fees, the community still realizes a savings. In other words, the Village could completely divest itself of the day-to-day operation and maintenance of your facilities and equipment and save money as well. The Village continues to have control of rates, ordinances and policies governing the system.

Cost savings to the Village could come from implementation of process and energy control programs that we set up. As an added value service, we conduct an extensive review of the current operation and look for opportunities to save money, and then we incorporate them into our operating program. Other advantages to the Village include the experienced network of engineers, current and former DPW managers, and water and wastewater professionals who are available to our on-site Project Manager.

We believe that your community can achieve significant savings by pursuing a long-term arrangement with Wade Trim Operations Services. In addition, the Village would have the obvious advantage of guaranteed fixed budgets, performance guarantees and reduced administrative responsibilities. This operation would also be tied into the network of expertise available through Wade Trim Operations Services. Such benefits provide significant value in addition to cost savings that can be realized.

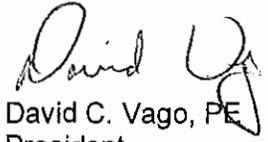
Village of Dexter
June 25, 2010
Page 4

We believe the next step will be to meet with you and conduct a more detailed analysis of the facilities and your budget in order to develop a formal proposal and timeline for implementing a possible change.

We are enclosing information detailing some of our projects and personnel. You will see that we are fully qualified and we welcome the opportunity to meet with you to discuss how we might be of service to the Village of Dexter. Needless to say, if you have any questions or need additional information, please do not hesitate to call.

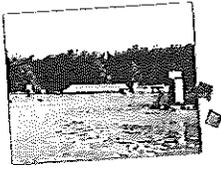
Very truly yours,

Wade Trim Operations Services, Inc.



David C. Vago, PE
President

DCV:ka
AAA 8130-10
062410 Letter of Introduction
Enclosure



Introduction to Wade Trim Operations Services

Wade Trim is a nationally recognized engineering firm with offices located throughout Michigan, Ohio, Pennsylvania, Florida and Indiana. Since 1996, Wade Trim has provided professional partnership services with municipal governments and private enterprises to operate manage and maintain their water, wastewater and public works systems.

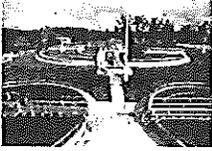
Wade Trim Operations Services focuses on the services needed to manage the day-to-day operations of public and private water and wastewater systems. For some clients we have expanded our scope beyond water and wastewater and have assumed operation and maintenance responsibility for their entire Public Works Department. Our services are tailored to meet individual community needs ranging from developing a water treatment plant safety program to providing operations training and support to existing municipal staff, to completely managing the operations of a wastewater system or handling the entire Department of Public Works function for a municipality.

Recognizing that water and wastewater treatment has in many cases become a complex process involving sophisticated instrumentation and control systems, Wade Trim Operations Services provides a complete array of electrical services. Through our electrical services group we can design and install instrumentation and control systems. We can handle the installation and programming and we can maintain the system after it is installed.

This cross-section of talent gives us a unique perspective from which to provide service:

- The ability to support full contract operations projects with in-house instrumentation and control support is unique to our industry.
- The interaction of our operations and electrical groups provides a form of cross training for our employees that ensures that the solutions we offer are based on industry experience. We will never employ a "one size fits all" approach.
- Employees at all levels of our organization have municipal utility experience. We know how to treat your customers. We work hard to maintain a positive image for your constituents.

Wade Trim Operations Services is based in our Livonia, Michigan, with offices in Gaylord and Traverse City Michigan and Palm Bay, Florida.



Wade Trim Service Philosophy

The Wade Trim service philosophy is based on a simple statement of values.

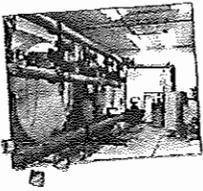
"Building relationships on a foundation of excellence"

Trust earned through consistent performance and a strong understanding of a client's needs is key to project success. We believe regular communication and client involvement are the foundation of excellent projects. We are open about our activities and provide needed advice and counsel. We take the time to fully understand our clients' needs and goals to develop short and long-term priorities that best serve your constituents.

We become an advocate who helps find solutions that you can stand behind. At Wade Trim, we recognize that utility management must go beyond technical knowledge. We encourage our staff to step beyond their traditional roles in order to consider all aspects of utility management, not just the technical ones. We consider how work culture, staffing and administrative responsibilities impact operations. We include key client stakeholders in the decision making process.

Our staff is our company. We strongly believe in keeping staff focused on day-to-day operational tasks and out of the political process. We provide a team-oriented environment and actively promote personal and career development for our employees. As a result, we attract highly qualified, self-motivated individuals providing our clients with a skilled, professional staff.

Customer satisfaction is our primary focus whenever and to whomever we provide service



Wade Trim Operations Services

Operation, Maintenance and Management (OM&M)

Why Wade Trim?

Protecting the environment

Help in dealing with all the regulatory issues:

- Clean Water Regulations
- Safe Drinking Water Regulations
- Clean Air Regulations
- Community Right-to-Know Regulations
- Federal and State Safety Regulations

Protecting your investment

A water or wastewater facility represents a significant capital investment and a significant source of potential liability. Poor operation and maintenance can cost its owners money in many ways:

- Poor maintenance leads to premature wear and deterioration of key equipment
- Lack of good process control leads to excessive consumption of chemicals and utilities.
- Lack of good process control can lead to permit violations and result in regulatory fines.
- Failure to keep up with regulatory changes can lead to civil and even criminal sanctions.

Real, measurable benefits

WADE TRIM programs and services are geared to the specific needs of our clients. This provides several advantages.

- Cost effective** - You pay for the services you need.
- Liability protection** - We stand behind our work and will live up to our commitments.
- Continuity** - Changes in personnel do not effect our commitment to maintain our program.
- Enhanced Employee Morale** Employees gain additional opportunities to advance in their field. We offer an outstanding benefits package.
- Investment protection** - A properly implemented and executed maintenance program yields long-term benefits to the owner.
- Support network** - Ours is unsurpassed in the industry
- Stable User Fees** - Guaranteed, predictable O&M costs over the contract term mean stable user rates
- Shared Savings Programs** Clients share in the savings generated by our aggressive plant optimization programs.



Operations Assistance

As providers of full contract OM&M services, we provide a full range of services to our clients as we develop programs that are environmentally compliant, cost effective and responsive to the needs of their customers. These services include:

- Asset Management
- Condition assessment
- Cost containment
- Facility and unit process evaluations
- Industrial Pretreatment Programs management
- Instrumentation and Controls
- Laboratory QA/QC
- Maintenance audits
- Management assistance
- New plant start-up and training
- Operations training
- Permit applications
- Permit compliance
- Safety audits and program development
- Standard operating procedures
- System security and Vulnerability Assessments

For those clients for whom full contract OM&M is not an option we can still apply our experience to developing programs that address specific issues from the above list.

Our staff will conduct a detailed review of your complete operation or any single function to determine opportunities for improvement or address ongoing problems. Some areas of specialized expertise are discussed below.



Asset Management

We bring a truly unique perspective in the area of Asset Management because we can perform any of the steps required to successfully implement an Asset Management program, from predictive maintenance through program development and implementation. Our personnel have experience in every aspect of setting up and implementing an Asset Management program. This results in greater efficiency, a more thorough approach to identifying solutions and smoother implementation. Wade Trim's Asset Management has over 100 years of hands-on experience in system and facility maintenance.

Predictive Maintenance – The all-important first step in any Asset Management program is condition assessment, which is accomplished through predictive maintenance. We provide all of these critical functions in-house rather than employing subcontractors.

- Thermal Imaging – We record each piece of equipment with an infrared camera, which shows areas of excessive heat. Excessive heat can be a sign of impending failure and allows a pre-emptive approach to potential problems.
- Vibration Analysis – A leading cause of pre-mature failure in rotating equipment is excessive vibration. Vibration analysis allows for the identification and correction of potential problems.
- Alignment Checks – A leading cause of excessive vibration is improper shaft alignment. This can also lead to excessive wear on bearings, which significantly increases maintenance costs. We can check alignment and make the necessary corrections, which ensure peak performance.
- Oil Analysis – A great deal can be learned about a piece of equipment by analyzing an oil sample taken from it. We take the samples, test them and help you interpret the results.

CMMS Implementation – The first key to successful asset management is record keeping. Without good records:

- An organization cannot properly evaluate its performance against established criteria.
- It can't properly track costs
- It can't identify trends

In short, it can't be successful. The key to successful maintenance record keeping is a robust CMMS program that meets the needs of the organization. Our personnel have implemented CMMS on facilities ranging in size and complexity from simple pumping facilities up to and including the Detroit Water and Sewerage Department's Combined Sewer Overflow facilities, some of the largest facilities of their kind in the United States. We can evaluate software and hardware needs, develop asset listings, input data and develop work orders. In partnership with Wade Trim's GIS group we can develop systems that are GIS compatible.

Organizational Assessment – Successful implementation of asset management requires that an organization define itself. This means

evaluating its manpower levels and its work processes to develop continuous improvement mechanisms. We have worked with organizations and managed this process. We can develop work process flow models and create a Work Process Manual for your organization. We can even assist your organization to move toward ISO 9000 compliance. We can work with your organization on the all-important planning process that is necessary to define customer expectations and set organizational goals.

Asset Listing – Successful implementation of Asset Management requires that assets be grouped and listed in a manner that reflects the priorities of the organization. Our lead personnel in this area all have experience successfully setting up maintenance programs for systems ranging in size from small (for example community water systems) to very large (for example Wayne County, Michigan, one of the largest in the country).

Maintenance Scheduling – This is where planning turns to implementation. This can be a serious bump in the road that we can help you overcome.

Capital and Budget Planning – This is where a successful Asset Management program pays off, the identification of the best use of scarce funds. We have successfully assisted numerous clients in developing sound budgets and effective capital plans.



Electrical

Wade Trim is a full-service electrical contractor providing electrical engineering services that range from design through construction and follow-up. We also design, install and support instrumentation and control systems. Services include:

AREAS OF EXPERTISE

- System Integration
- Man/Machine Interfacing
- Design of Instrumentation and Control Systems
- Construction
- Electrical Design
- Electrical Engineering

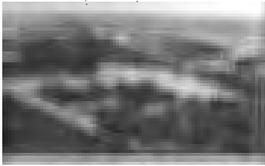
Instrumentation and Controls – Because of our in-house expertise in water and wastewater operations we can design systems that best meet your needs. Because we are a licensed electrical contractor we can install the system and, combining electrical expertise with maintenance expertise, we can maintain it to ensure maximum performance

Generator Construction, Design/Build and Maintenance – Wade Trim has experienced staff and equipment to provide complete turn-key emergency generator design systems for industrial, commercial and residential sites. We provide design and construction, start-up and service support and maintenance after the installation is complete.

Our staff installs generators ranging in size from 10kW to 750 kW. They are certified service start-up representatives for Generac generator systems and also have experience with other equipment providers including Caterpillar, Cummings, Onan, Kohler and Detroit Diesel.

These projects have included the design and oversight for the start-up of eight 10kW packages at critical sewage lift stations for Van Buren Township and a turnkey design/build/maintenance package for the 300 kW unit at the Wade Trim office in Taylor, Michigan. We have also provided design and start-up support for the Villages of Yale and DeTour water system generators; the Howell Township sewage lift station #5 200 kW natural gas generator; Tenneco Packaging's 500 kW diesel generator, and various other locations.

We can design systems using gas, propane or diesel, with manual or automatic transfer switches, as needed by our customers.



Facility Rehabilitation

Eventually, equipment and even entire facilities need to be replaced due to wear or obsolescence. When that day arrives, Wade Trim's unique combination resources make us the best choice for the job.

- The planning effort is reviewed by operations and maintenance personnel in order to ensure that the new facility meets the needs "from an operator's perspective" and that maintenance needs can be met at minimum cost.
- The design effort is carried out by designers who understand the water and wastewater treatment process and apply their knowledge to the project.
- The construction effort is supervised by staff who are experienced in the process of coordinating the project to minimize downtime and plan for the impacts of transferring the operation to a new facility.
- Start-up is planned by personnel with both technical and practical knowledge of the process.

Safety and Security

Wade Trim can address all safety needs for water, wastewater and public works operations. Our OSHA-trained and certified personnel can conduct safety audits of your facilities and develop corrective action plans. We also develop comprehensive safety programs that include initial and ongoing employee training.

Wade Trim can also address security issues for water and wastewater systems. Security services include vulnerability assessments, improvement plans, and development and implementation of contingency plans and emergency response plans.

Engineering Support

Our Operations Services staff members are supported by the resources of Wade Trim's engineering staff. Wade Trim is ranked 11 in the nation in sanitary and storm sewers and 150 in engineering design. Our professional staff is experienced in all phases of municipal engineering, including roads, streets, sanitary sewage collection and treatment systems, and potable water production, treatment and distribution.

Project Experience

Providing consistent and reliable solutions is critical to the success of operations services. We understand the need to deliver solutions that optimize facility performance and reflect well on our clients' abilities to serve their customers. We understand value and what it takes to meet clients' and their customers' expectations.

Wade Trim has considerable experience that can benefit our clients. For example, we have assisted clients with permit applications and renewals. We have conducted rate studies as well as operations and safety audits. In cases where we have taken over programs with ongoing violations, we have worked with state regulatory agencies to implement abatement programs and forego enforcement action. We have extensive involvement in the design, start-up, operation and management of wastewater and water facilities.

Confidence that environmental issues are being addressed

We work closely with the regulators to ensure that your environmental obligations are being met. Over the years, we have developed a professional relationship with representatives of the various agencies. We understand the various Public Acts governing public and private utilities as well as the rules and regulations applied to potable water and wastewater.

When we have been a part of the negotiating process, we have represented our clients from a position of expertise, and on occasion have received reductions in the discharge permit requirements that resulted in savings. Our Operations Services personnel are regularly involved in design projects to provide input to the designers on cost-effective O&M options.

A few of our interesting and challenging projects are highlighted on the following pages.



Village Administration and Public Works Department Operations



Since 1997 Wade Trim has been working with the Village of Lawrence's Department of Public Works (DPW) in a variety of capacities including development of capital projects and budgets. We provide all the services associated with a municipal DPW, including:

- Wastewater treatment facility operation and maintenance
- Water wells operation and maintenance
- Collection and distribution systems operation and maintenance including emergency response and troubleshooting, blockage removal, coordination of large scale repairs and all routine maintenance
- Park land maintenance
- Routine street maintenance
- Snow removal
- Zoning administration

In 2004, the Village expanded our scope to serve as Village Administrator responsible for interfacing with citizens, contractors, vendors and other governmental agencies.

We have implemented programs and made changes for both the water and wastewater systems that have brought the Village back into good standing with the regulatory agencies. This required extensive communication with various MDEQ representatives. Wade Trim conducted a permit compliance audit for the water and wastewater facilities and initiated new, improved record keeping. We also addressed several concerns to Village management, including cost control, maintenance management, repair of defective equipment, safety compliance, housekeeping and general accountability.



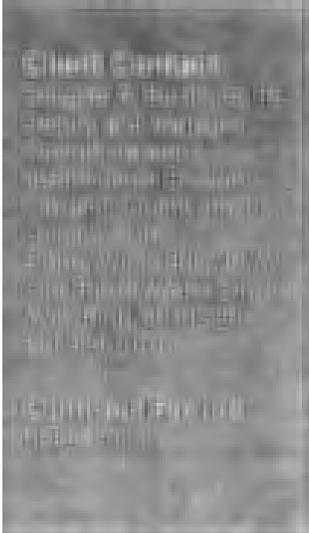
Wastewater Treatment Facility Start-up and Operations Maintenance and Management



Wade Trim provided start-up services for the Village of Carleton's new 0.8 MGD oxidation ditch wastewater treatment facility and shut down their existing lagoon system. We are providing full operation maintenance and management including all staffing and funding for supplies and utilities.

The Carleton WWTP has an oxidation ditch process followed by constant backwash sand filters with discharge to an environmentally sensitive stream. The plant also discharges a portion of the treated effluent to a wetland mitigation area to supplement the wetland recharge. The facility has remained in compliance with its discharge permit since start up, despite the stringent parameters.

Operation services include all process control and laboratory analysis in the facility's wastewater laboratory. We are responsible for all record keeping and all regulatory reporting as well as permit compliance. Maintenance includes all preventive and corrective maintenance, scheduling and record keeping. We also enforce warranties on new equipment. Our responsibilities include solids removal and maintaining appropriate records associated with solids disposal.



Rehabilitation of Sewage Disposal System

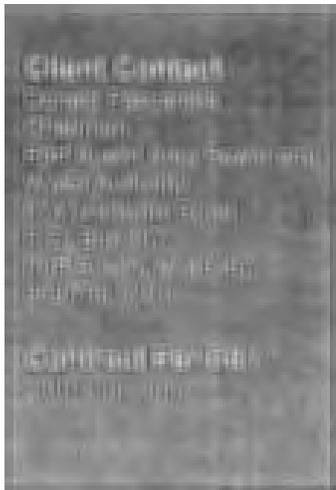


Wade Trim's redundant design innovations for the Oakland County Drain Commissioner (OCDC)'s Elizabeth Lake Pump Station went beyond typical approaches to rehabilitating a pump station. The design increases operational flexibility, streamlines maintenance, preserves useful equipment life and ensures the station will remain operational through power loss or flooding. All improvements were constructed while maintaining operations over a two-year period.

A new generator was installed to run the entire facility in an emergency. Backup portable generators are available for the smaller pumps. The pump station's redundant design was put to the test during the largest blackout in North American history in the summer of 2003. The on-site diesel generator went into service within 90 seconds maintaining full operation until power was restored 28 hours later.

The pump station's electrical system rehabilitation included a new main control panel with a programmable logic controller to operate check valves and pumps. Electrical conduits, fixtures, receptacles and lights were replaced. Night lights were added on each level to provide low-level lighting at all times. The pump station is monitored 24-hours-a-day, seven-days-a-week. Flow meters send continuous readings to Oakland County Drain Commissioner staff and the main control panel at the pump station. If a problem occurs and an alarm goes off, the maintenance staff is sent to the station to diagnose and repair the problem to keep the station operational.

Constructibility, important for any design and critical for rehabilitation, was a major emphasis during preparation of design documents. Operations, maintenance and engineering staff were brought into the design process to optimize selection of key equipment and facility components. A computer simulation was also created to show what building modifications would look like on the pump station; 3-D animations were used to better understand design concepts and how they impacted operation. This focus enhanced the approval process with the Michigan Department of Environmental Quality. The project was separated into several construction bid packages to provide competitive pricing and construction ran smoothly.



Operation, Maintenance and Management for Water and Wastewater Systems

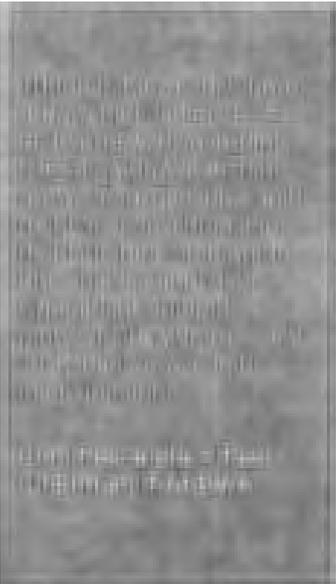


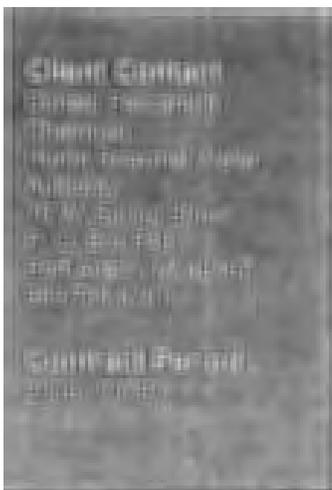
Wade Trim provides full contract operation, maintenance and management of the water and wastewater facilities for the Port Austin Area Sewer and Water Authority. The Authority serves the Village of Port Austin and Port Austin Township. The water system consisted of a conventional water filtration treatment plant with a submerged intake into Lake Huron. Treatment consisted of coagulation and sedimentation using alum, sand filtration and chlorinating for disinfecting. The plant also had a 30,000 gallon clear well and high service pumps, plus a 100,000 gallon elevated storage tank. The water plant had a design production capacity of 0.432 MGD. The Authority serves approximately 700 metered accounts.

In December 2005, the water plant was shut down and abandoned after the new Huron Regional Water Authority (HRWA) treatment facility became operational. HRWA serves two customers, the City of Bad Axe, and the Port Austin Area Sewer and Water Authority (Village of Port Austin and Port Austin Township).

The 0.25 MGD wastewater treatment plant features aerated lagoons followed by coagulation and sedimentation using ferric chloride, chlorinating for disinfecting with discharge to Lake Huron. The collection system includes gravity sewers and three pump stations.

Wade Trim also reads all water meters and provides billing services for the Authority. During our tenure we have made several improvements to management and delivery of services that have resulted in improved relations with the Authority's customers. These programs have included a preventive maintenance program, computer generated compliance reporting program, coordinated emergency response plan with Huron County 911 for fire emergencies and implementation of E-coli analysis of Huron County beaches for the local health agency.





HRWA Water Treatment Improvements



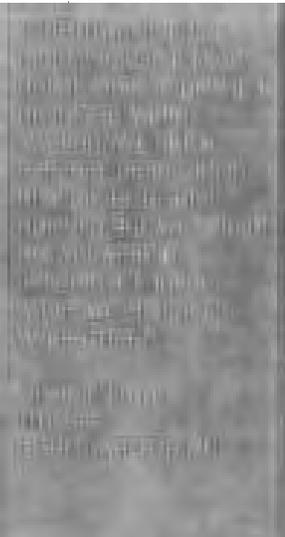
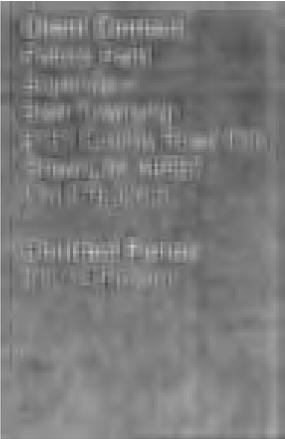
In 2003, the City of Bad Axe and Village of Port Austin joined forces to create the Huron Regional Water Authority (HRWA) to build and operate a new water treatment plant. The facility completed a regional water supply framework, enabling both communities to meet their needs.

Faced with a long-standing problem of high arsenic levels in their groundwater, the City of Bad Axe desired a surface water supply. At the same time the Port Austin Area Sewer and Water Authority's (PAASWA) water treatment plant needed upgrading to serve the existing and future needs of the Village of Port Austin and adjoining townships.

Wade Trim completed a study to project the future needs, developed alternatives and recommended construction of a new plant. We designed a new raw water pump station and 1.9 MGD microfiltration water treatment plant that will be expandable to 3.8 MGD..

The plant features microfiltration treatment technology and infrastructure for raw water supply, high service pumping, disinfection, storage, laboratory and administrative facilities. In addition, a new 17 mile, 20-inch diameter transmission main extends south from the plant to Bad Axe. The project includes a new SCADA system – designed by the WTOS Electrical Design group – that controls and monitors three downstream booster stations and water towers. The entire pumping and booster station system is integrated through the remote radio SCADA system that allows for complete operator control at the water treatment plant.

Construction was completed in 2005, when Wade Trim began providing full contract operations for the plant.



Operations, Maintenance and Management Services for Community Water System



Blair Township hired Wade Trim to operate its water treatment and distribution system, replacing their previous contract operations firm.

The Blair Township water system serves the community of Grawn and the rapidly growing residential and commercial area south of Traverse City. The water system includes two Type I production wells, an iron removal plant, distribution main and a 500,000 gallon elevated storage tank.

The distribution system includes 6 to 12 inch mains with approximately 250 fire hydrants and 516 metered customers. Water meters are read monthly by Wade Trim, and billing is completed by the Township.

Wade Trim is responsible for the daily operation, maintenance and management of the system including meter reading, performing Miss Dig services on the Township's behalf, water main maintenance and repair, service lead maintenance and repair, inspecting and coordinating work by local contractors and promoting public relations with the Township's customers.

Operation and Maintenance Agreement for Wastewater Collection and Treatment Facilities

The Operation and Maintenance Agreement (the "Agreement"), dated as of _____, 20__ between _____, (the Client"), and Infrastructure Alternatives, Inc., a Michigan corporation, whose address is 7888 Childsdale Avenue NE, Rockford MI 49341, and its successors and assigns ("Infrastructure Alternatives").

RECITALS:

WHEREAS, the Client is the owner of wastewater collection and treatment facilities as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, the Client desires to engage Infrastructure Alternatives to operate and maintain the Facilities on behalf of the Client, and Infrastructure Alternatives desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

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

ARTICLE 1 - SCOPE OF SERVICES

1.01 Operation and Maintenance. Commencing on _____, or such other date mutually acceptable in writing to Infrastructure Alternatives and Client (the "Effective Date"), Infrastructure Alternatives will provide all routine operations and maintenance of Client's Facilities on a seven day per week basis within the design capabilities of the Facilities as described in Exhibit A to this Agreement (the "Design Capabilities"). For the purposes of this Agreement, routine operation and maintenance shall include activities necessary to satisfy the requirements imposed on Client by the existing Discharge Permit (the "Discharge Permit"), a copy of which is attached hereto as Exhibit B, currently applicable to the Facilities.

1.02 Procedures and Programs. Within ninety (90) days after the Effective Date of this Agreement, Infrastructure Alternatives shall implement standard operating procedures and place into operation computerized preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted at the Facilities and a written analysis of the condition of all equipment in the Facilities. Such records shall be available for inspection by Client at all reasonable times.

1.03 Expenses for Routine Services. Infrastructure Alternatives will pass on to the Client, the expenses (not labor) associated with routine and/or repetitive activities required or recommended by the Facilities Operation and Maintenance Manual, the equipment or Facilities' manufacturer, or Infrastructure Alternatives to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities, including, but not limited to, the expense of Infrastructure Alternatives personnel, fuels, vehicles, tools and expendable supplies.

1.04 Laboratory Services. Infrastructure Alternatives will assume complete operations and management of Client's laboratory in accordance with the frequency and parameter requirements of the Discharge Permit (Exhibit B). The majority of all analyses required for process control will be conducted on-site.

1.05 Non-Routine Services. Additional operation and maintenance, including the cost of labor, parts, and expendable supplies not considered routine under this Agreement or required by the applicable regulatory agencies (including a change in the Discharge Permit) or required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond Infrastructure Alternatives' control (collectively, "Non-Routine Services"), are not included in the Standard Services as defined in

Section 3.01. Infrastructure Alternatives will assist Client in obtaining or providing, or Infrastructure Alternatives will obtain or provide; the operation and maintenance so required, and Infrastructure Alternatives will be paid for such Non-Routine Services in accordance with Section 3.04 of this agreement.

1.06 Staffing. Infrastructure Alternatives will provide employees of Infrastructure Alternatives, one of which shall be a properly certified operator, for the staffing of the Facilities. Backup services will be provided by a part-time operator or with Infrastructure Alternatives corporate personnel and electronic automated systems. In addition, Infrastructure Alternatives will be on call 24 hours per day, 7 days per week for emergency situations. Except to the extent that employees of Client are supervised by Infrastructure Alternatives in the performance of this Agreement, Infrastructure Alternatives shall provide employees of Infrastructure Alternatives to provide all services required of Infrastructure Alternatives by this Agreement, and in such situation, Infrastructure Alternatives shall be deemed an independent contractor for the purpose of applicable wage, fringe benefit, and worker compensation laws.

1.07 Liaisons. Infrastructure Alternatives shall communicate with Client liaison, designated pursuant to Section 2.01 (g) of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, Infrastructure Alternatives shall advise Client and serve as Client's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities.

1.08 Regulatory Compliance. Subject to the limitations of this Section 1.08 and the Design Capabilities, Infrastructure Alternatives shall operate the Facilities in compliance with current local, state and federal regulatory requirements and the Discharge Permit. Infrastructure Alternatives will pay all fines imposed on client for process upsets, violation of discharge limits, and violation of the discharge Permit, including all attorney fees and expenses for contesting any fine or penalty unless such process upsets or violation are attributable to:

- (a) Facility influent, including, but not limited to, soluble oils, heavy metals, excessive suspended solids, excessive organic loadings or any other constituent which are not within the design capabilities of the Facilities or which cannot, within the Design Capabilities of the Facilities, be treated to the degree required by the Discharge Permit or other applicable state and federal regulations or laws, as amended from time to time; or
- (b) The malfunction or failure of equipment that is not solely due to the negligent acts, errors, or omissions of Infrastructure Alternatives. Infrastructure Alternatives shall be given full authority to contest such violations and Client shall assist Infrastructure Alternatives in all such proceedings.

1.09 Performance of Duties and Obligations. Infrastructure Alternatives shall exercise due care in performing its obligations and duties under this Agreement normally and reasonably provided with respect to similar contract services, but Infrastructure Alternatives makes no warranty, expressed or implied, with respect to any services performed hereunder. Infrastructure Alternatives shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by the malfunction or failure of the Facilities or any component thereof or other liability or loss not directly and solely caused by the neglect acts, errors, or omissions of Infrastructure Alternatives. Infrastructure Alternatives shall, in no event, be liable for indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement, or is based upon contract, negligence, or any other cause of action.

1.10 Insurance Coverage. Infrastructure Alternatives will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Workers Compensation Insurance in compliance with the statutes of the State of Michigan which has jurisdiction of Infrastructure Alternatives employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);
- (b) General Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including broad form property damage endorsement; and

- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

Infrastructure Alternatives will furnish Client with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Infrastructure Alternatives and Client.

1.11 Reports and Records. Infrastructure Alternatives will prepare and co-sign all reports required by local, state and federal regulatory agencies, including the Discharge permit, and will maintain other records deemed useful by Infrastructure Alternatives and Client to monitor and control the operation of the Facilities.

1.12 Property Rights. All facility records, data, software, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain property of Client. All operating procedure guidelines, preventive maintenance and safety programs, and plat evaluation reports shall, upon termination of this Agreement, remain the property of Client.

1.13 Indemnification. Infrastructure Alternatives shall indemnify, protect, and hold Client, its employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs or expenses caused by malfunction or failure of the facilities or any components thereof or their liability or loss, including injury, death, or damages to any person or property, related in any way to the performance of this Agreement to the extent such liability, claims, demands, losses, damages, costs, or expenses are caused directly and solely by the negligent acts, errors, or omissions, or the willful misconduct of Infrastructure Alternatives. This provision shall survive the termination of this Agreement.

1.14 Engineering and Technical Services. As part of the Standard Services as defined in Section 3.01, Infrastructure Alternatives shall provide such engineering and technical services required to identify, evaluate, and prepare preliminary recommendations necessary to ensure the proper operations and maintenance of the Facilities.

1.15 Additional Engineering and Technical Services. Infrastructure Alternatives shall provide additional engineering and technical services which are in addition to the services detailed in Section 1.15 ("Additional Engineering and Technical Services"), as and when requested by Client. Infrastructure Alternatives shall be compensated for such Additional Engineering and Technical services in the manner provided by Section 3.05 of this Agreement. A detailed scope of work and cost estimate for such Additional Engineering and Technical Services will be provided to Client by Infrastructure Alternatives, and written authorization to proceed shall be required by Infrastructure Alternatives before such services are initiated.

1.16 Infrastructure Alternatives Equipment. Any temporary or portable equipment which is provided by Infrastructure Alternatives during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Infrastructure Alternatives upon termination of this Agreement. Infrastructure Alternatives shall not make any capital improvements to the Facilities or any component thereof without written approval of Client.

1.17 Owner and Operator. Client and Infrastructure Alternatives understand and agree that neither this Agreement nor the performance of Infrastructure Alternatives hereof shall render Infrastructure Alternatives as "owner" or "operator" of the Facilities as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 6901. Et seq., or similar federal, state, or local environmental legislation and Infrastructure Alternatives' liability shall remain limited as defined in this Agreement.

ARTICLE 11 - RESPONSIBILITIES OF CLIENT

2.01 Basic client Responsibilities. As part of this Agreement, Client agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by Infrastructure Alternatives, including, without limitation, the following:

- (a) Client shall promptly procure and continually maintain, in full force, and accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities and received or granted to Client as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital improvement, provided that Infrastructure Alternatives will provide justification and review of the related such expenditures;
- (c) Client shall, at all times, provide access to the Facilities for Infrastructure Alternatives, its agents, and employees;
- (d) Client shall provide Infrastructure Alternatives the use of all existing equipment owned by Client necessary for the operation and maintenance of the Facilities;
- (e) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property caused other than the sole negligent acts, errors, or omissions of Infrastructure Alternatives;
- (f) Client shall be responsible for all fines and penalties imposed for process upsets, violation of effluent limits, and violation of the discharge Permit attributable to the operation and maintenance of the Facilities together with related costs and expenses, to the extent not assumed by Infrastructure Alternatives on the terms set forth in Section 1.09 of this Agreement;
- (g) Client shall designate an individual to act as liaison with Infrastructure Alternatives in connection with the performance of services by Infrastructure Alternatives under this Agreement;
- (h) Client shall make repairs to the new sewers lines through warranties from the original construction contract for repairs not considered to be routine O & M.

2.02 Client Insurance Coverage. Client shall maintain, in full force and effect, all existing policies of property and general liability insurance pertaining to the Facilities. Client shall furnish Infrastructure Alternatives with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide no less than thirty (30) day advance notice of cancellation, termination, or alteration shall be sent directly to Infrastructure Alternatives and Client.

2.03 Indemnification of Infrastructure Alternatives. Client shall indemnify, protect, and hold Infrastructure Alternatives, its agents and employees harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) related in any way to the performance of this Agreement or the operation of the Facilities to the extent such liability, claims, demands, losses, damages, costs, or expenses are not caused directly and solely by the negligent acts, errors, or omissions, or the willful misconduct of Infrastructure Alternatives. This provision shall survive the termination of this Agreement.

ARTICLE 111 - COMPENSATION

3.01 Standard Services. As compensation for all services rendered by Infrastructure Alternatives hereunder (the "Standard Services"), except the Non-Routine Services and the Additional Engineering and Technical Services, Client shall pay Infrastructure Alternatives on monthly basis during the first 12 months of the Agreement, commencing with the effective date, the sum of \$_____ per month for Standard Services (the "Base Rate") subject to adjustment pursuant to Section 3.03. Thereafter, Client shall pay Infrastructure Alternatives the Base Rate each month, subject to adjustment pursuant to Sections 3.02 and 3.03.

3.02 Cost of Living. The monthly compensation for Standard Services provided in Section 3.01 of this Agreement shall be reviewed annually on or before the anniversary of the Effective Date and may be adjusted by a mutually acceptable cost of living index to account for inflation.

3.03 Changes in Flows and Loadings. The monthly compensation for Standard Services may be adjusted at any time by a mutually acceptable amount for changes in costs incurred by Infrastructure Alternatives to account for increases and/or decreases in flows and/or loadings, and changes in regulatory requirements, including, but not limited to, such changes which are set forth in amendments, revisions, or replacements of the Discharge Permit. The Base Rate monthly compensation for Standard Services under this Agreement is predicated upon the following baseline flow and loading characteristics of the Facilities:

Any variance in the baseline flows and loading of less than 10% shall not cause a change in compensation to Infrastructure Alternatives. Any change of 10% or more in any of these characteristics, based on a 12 month moving average, shall cause a change in compensation. Infrastructure Alternatives' monthly compensation shall be equitably adjusted for the change in flow and loadings, retroactive to the month the specific characteristics first change by 10% or more.

3.04 Non-Routine Services. Infrastructure Alternatives will be compensated for Non-Routine Services in accordance with the proposal dated February 15, 2008.

3.05 Additional Engineering and Technical Services. Infrastructure Alternatives will be compensated for Additional Engineering and Technical Services in accordance with the proposal dated February 15, 2008.

ARTICLE IV - TERM OF AGREEMENT

4.01 Term. This Agreement shall remain in full force and effect for Three (3) years from the Effective Date.

4.02 Extensions. The term of this Agreement may be extended for additional terms so mutually agreed upon by Client and Infrastructure Alternatives.

ARTICLE V - TERMINATION

5.01 Termination by Client. This agreement may be terminated upon thirty (30) days written notice given to Client to Infrastructure Alternatives for a) default by Infrastructure Alternatives; or b) Infrastructure Alternatives is obligated to pay a federal or state regulatory fine imposed on Client pursuant to Section 1.09 of this Agreement. In the event of a default by Infrastructure Alternatives, this Agreement shall not be terminated if Infrastructure Alternatives cures the default within such thirty (30) day period.

5.02 Termination by Infrastructure Alternatives. This Agreement may be terminated upon thirty (30) days written notice by Infrastructure Alternatives to Client for default by Client. In the event of default by Client, this Agreement shall not be terminated if Client cures the default within such thirty (30) day period.

5.03 Termination Without Cause. This Agreement may be terminated by either Client or Infrastructure Alternatives for any reason by giving ninety (90) days written notice to the other party.

ARTICLE VI - MISCELLANEOUS

6.01 Assignment. This Agreement may not be assigned by either party hereto; provided that Infrastructure Alternatives may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporations so long as such corporation assumes Infrastructure Alternatives' obligations hereunder; or b) in connection with a merger or consolidation involving Infrastructure Alternatives; or c) a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes Infrastructure Alternatives' obligations hereunder.

6.02 Entire Agreement. This Agreement, together with the written proposal for Contract Operations dated February 15, 2008 (with subsequent elimination of service truck with plow, tools and plant computer, and billing services) submitted by Infrastructure Alternatives to Client, represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties. Notwithstanding the foregoing, if there is any inconsistency or conflict in the terms of the Proposal for Contract Operations and the terms of this Agreement, the terms of this Agreement shall control and the inconsistent or conflicting terms of the Proposal for Contract Operation shall be of no effect.

6.03 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to Infrastructure Alternatives, Attention: William J. Cretens, President and Chief Executive Officer, and to Client, Attention: City Administrator at the address set forth for each in the opening paragraph of this Agreement.

6.04 Claims and Rights. No waiver, discharge, or renunciation of any claim or right of Infrastructure Alternatives arising out of breach of this Agreement by client shall be effective unless in writing signed by Infrastructure Alternatives and supported by separate consideration.

6.05 Captions. The captions or headings of the various Articles or Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Governing Law. This Agreement shall be deemed to have been made in _____ County, Michigan, and shall be governed by, and construed in accordance with, the laws of the State of Michigan.

6.07 Arbitration Any dispute arising pursuant to this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association, the award of the Arbitrator to be final and binding on both parties. Judgment upon any award rendered may be entered in any court having jurisdiction.

6.08 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement. Client warrants, represents, and certifies that it has appropriate funds available for payments to Infrastructure Alternatives required by this Agreement. If Client is unable to provide appropriate funds, Infrastructure Alternatives shall have the option of terminating the Agreement in accordance with Section 5.02.

6.09 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, Infrastructure Alternatives, by its duly authorized Officer, and Client, by its duly authorized _____, have executed this Agreement as of the date and year first above written.

CLIENT

INFRASTRUCTURE ALTERNATIVES

By: _____

By: _____

Kent S. Trierweiler

Its: _____

Its: Vice President, Total Water Mgmt.

WITNESS: _____

WITNESS: _____

**AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for
CITY OF MILAN, MICHIGAN**

WADE TRIM OPERATIONS SERVICES, INC.

WADETRIM

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AGREEMENT
for
OPERATIONS, MAINTENANCE, AND
MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between City of Milan, a Michigan municipal corporation (hereinafter "OWNER"), and Wade Trim Operations Services, Inc., a Michigan corporation. (hereinafter "WADE TRIM")

WHEREAS: the OWNER operates and maintains a 2.5 million gallon per day (MGD) municipal wastewater treatment plant ("WWTP"), four water wells production facilities ("Wells"), a 3.0 MGD iron removal drinking water treatment plant ("WTP"), 9 sanitary lift stations and two storm sewer pumping stations ("Pumping Stations") which it desires to have WADE TRIM take over the operation and maintenance of and WADE TRIM desires to accept such engagement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the OWNER and WADE TRIM agree as follows:

1. GENERAL PROVISIONS

- 1.1 It is understood that the relationship of WADE TRIM to OWNER is that of independent contractor.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by OWNER or acquired by OWNER shall remain the property of the OWNER. Any temporary or portable equipment which is provided by WADE TRIM during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of WADE TRIM upon termination of this Agreement. WADE TRIM shall not make any capital replacements to the Facilities or any components thereof without the prior written approval of the OWNER.
- 1.3 This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 1.4 This AGREEMENT shall be binding upon the respective successors and assignees of each of the parties hereto. Neither party will assign this AGREEMENT without the prior written consent of the other party.
- 1.5 This AGREEMENT, including Appendices "A" through "G," states the entire agreement between OWNER and WADE TRIM and supersedes all previous or contemporaneous representations and agreements (whether written or oral), and may be modified only in writing and signed by the parties. The parties hereto agrees that the remedies against each other and/or their affiliates shall be limited to those expressly provided in this AGREEMENT. All releases, indemnities, and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability, or otherwise.

- 1.6 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 1.7 This Agreement gives no rights or benefits to anyone other than OWNER and WADE TRIM and has no third party beneficiaries.
- 1.8 All words and phrases in this agreement shall be defined in accordance with their common usage unless given special definition in Appendix A to this Agreement.
- 1.9 No waiver, discharge, or renunciation of any claim or right of either party arising out of a breach of this Agreement by the other shall be effective unless in writing signed by the party making the waiver, discharge or renunciation and supported by separate consideration.

2. SCOPE OF SERVICES

- 2.1 Commencing on May 1, 2007, or such other date mutually acceptable in writing, WADE TRIM shall, within the design capacity and capability of the OWNER's WWTP and pursuant to the Scope of Services set forth in Appendix C of this Agreement, manage, operate and maintain the WWTP on a twenty four (24) hour a day, seven (7) days a week schedule so that the effluent discharged from the WWTP meets the requirements specified in Appendix D.
- 2.2 WADE TRIM shall, within the design capacity and capability of the OWNER's WTP, Wells and Pumping Stations facilities, and pursuant to Scope of Services set forth in Appendix C of this Agreement, manage, operate, and maintain the WTP, Wells and Pumping Stations so that finished water produced by the Wells and processed by the WTP Project meets the requirements specified in Appendix D and the Pumping Stations continue to function at their capacity.

3. OWNER'S RESPONSIBILITIES

- 3.1 Provide appropriate Fire and Liability Insurance coverage for buildings, equipment, and structures.
- 3.2 Provide access to all facilities associated with the projects operation.

Allow the use of equipment and tools currently owned by the City associated with the project operation, including the items described in Appendix G.
- 3.3 Pay for all fuel that is consumed by City-owned rolling stock and portable equipment equipment. The parties mutually agree that this provision specifically excludes fixed equipment at the Facilities and any vehicles that WADE TRIM may lease from OWNER.
- 3.4 Provide all licenses and insurance for OWNER supplied vehicles used in connection with the project.

- 3.5 Pay for all expenditures for (1) the purchase of new equipment or facility items; (2) expenditures that are neither planned, nor budgeted by the OWNER; or (3) Capital Expenditures
- 3.6 Maintain and renew, with respect to all new and existing portions of the Facilities, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the OWNER, to the extent the maintenance thereof is not a responsibility of WADE TRIM hereunder.
- 3.7 Pay all amounts associated with the maintenance or operation of the System and the performance of the Scope of Services, including but not limited to securing all NPDES and all other required permits necessary for the operation for property, the Facilities, except to the extent WADE TRIM shall be obligated to pay such amounts in accordance with the express terms of this Agreement.
- 3.8 Provide to WADE TRIM all data relating to the Facilities for the proper operations and maintenance of all equipment and processes covered under this Agreement, including, but not limited to, maps, drawings, specifications, permits and historical data. WADE TRIM will reasonably rely upon the accuracy and completeness of the information provided by the OWNER.
- 3.9 Maintain and repair all collector sewer mains, cleanouts, outfalls, water and sewer mains and feeder lines and other appurtenances to the Water and Wastewater Facilities.
- 3.10 Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by WADE TRIM.
- 3.11 Maintain accounts for the procurement of electricity for plant and sewage lift stations in the OWNER name.
- 3.12 Pay for additional biosolids stabilization that may be required if the improvements to the WWTP do not yield performance that complies with 40 CFR Part 503.
- 3.13 Enforce the water and sewer ordinances, including the billing and collection of all fees and rates pertaining to these services.

4. COMPENSATION AND PAYMENT

- 4.1 Compensation for the services is described in Appendix F.

5. TERM, TERMINATION, BREACH AND CURE

- 5.1 The initial term of this AGREEMENT shall be two years commencing at Noon, local time on May 1, 2007.
- 5.2 This Agreement shall automatically renew on an annual basis for a period of 5 years unless either party serves written notice to the other, a minimum of 120

days prior to the expiration of this agreement, of their intent to not renew this Agreement.

- 5.3 In the event of termination or non-renewal of this agreement, WADE TRIM shall cooperate with the CITY to effect a smooth transition to a new operator. WADE TRIM shall remain at the facility after such termination or non renewal, to train its replacement as requested by the CITY, provided the parties mutually agree on compensation.
- 5.4 Either party may terminate this Agreement upon Material Breach by the other party, upon written notice specifically describing the form of the breach to the other party, provided that the breaching party has not taken substantial steps to correct the breach within 90 days (or if related to compensation, within 10 days) after receipt of notice.
- 5.5 The Owner may decline to extend or renew the Agreement without cause and without submitting any justification for exercising its right to terminate at its sole discretion.

6. INDEMNITY AND LIABILITY

- 6.1 WADE TRIM hereby agrees to defend, indemnify and hold OWNER harmless from any liability for bodily injury, including death, and claim, losses, cause of action, asserted right to any damage to tangible property claimed by third parties to the extent arising from WADE TRIM's negligence or willful misconduct at the Project, including costs, liabilities, expenses and attorney fees, expert witnesses and any other costs incurred in defending the OWNER from and against claims. Such liability includes, but is not limited to, liability arising from acts or omissions that result in the discharge, dispersal or release, into the atmosphere, water or land of wastewater, treated wastewater odors, or any material or substance that is or becomes designated as "hazardous" or "toxic" or similarly designated under law.
- 6.2 OWNER agrees to defend, indemnify, and hold WADE TRIM harmless from any liability to the extent arising from the negligence or willful misconduct, of the OWNER, or its employees or representatives.
- 6.3 It is understood and agreed that, in seeking the services of WADE TRIM under this Agreement, OWNER is requesting WADE TRIM to undertake inherently unsafe obligations for OWNER's benefit involving the presence or potential presence of hazardous substances. Therefore, OWNER agrees to hold harmless, indemnify, and defend WADE TRIM from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of WADE TRIM, its employees or its subcontractors in the performance of services under this Agreement.

- 6.4 WADE TRIM shall reimburse OWNER for those fines and civil penalties, imposed by a regulatory agency on OWNER during the term of this AGREEMENT for violations of the OWNER'S NPDES Permit or any other permit required for the operation of the Facilities, caused solely by WADE TRIM'S negligence or willful misconduct. WADE TRIM shall be given full authority to contest such violations and OWNER shall assist WADE TRIM in all such proceedings.
- 6.5 In no event shall WADE TRIM, its subcontractors or their officers or employees be liable for OWNER's special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.6 OWNER agrees to assume all responsibility for claims for injury, property damage, or economic loss arising from failures in the sanitary collection or water distribution systems unless such claims are caused by WADE TRIM'S negligence. This article takes precedence over any conflicting article of this Agreement, and extends to WADE TRIM, its officers, employees, and subcontractors.
- 6.7 WADE TRIM'S responsibility is to maintain and operate the facilities in compliance with current local, state and federal laws and regulations, and to the extent of their design and physical capacity of each of the Facilities.

7. INSURANCE

- 7.1 WADE TRIM shall provide the following insurances throughout the term of the Agreement, and shall provide to OWNER Certificates of Insurance naming the OWNER as additional insured, demonstrating compliance with this provision:
- 7.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the project is performed.
- 7.1.2 Comprehensive general liability insurance for bodily injury and/or property damage with \$5,000,000, combined single limits, per occurrence and in the aggregate.
- 7.1.3 Adequate property insurance for its equipment and real and personal property including, but not limited to, extended coverage.
- 7.1.4 Automobile General Liability and Property Damage Insurance with \$1,000,000 combined single limits, per occurrence and in the aggregate.
- 7.2 OWNER will maintain the following insurances throughout the term of the Agreement, and shall provide WADE TRIM with Certificates of Insurance to demonstrate compliance with this provision:

- 7.2.1 OWNER shall maintain adequate property insurance to the full insurable value of the Project and any adjacent property in which OWNER has an interest.
- 7.2.2 Liability Insurance for all motor vehicles and equipment provided by OWNER and operated by WADE TRIM under this Agreement.
- 7.3 Each party hereby waives and releases all of its rights and any subrogation rights such as it or its insurers may now or in the future have against the other and its affiliates and their respective directors, officers, employees, and agents for any loss or damage to such items including but not limited to the Project or adjacent property, resulting from any and all risks and losses, however and whenever arising, including, but not limited to, the losses and risks of fire or other extended coverage or extended perils, business interruption, transit damages or losses, vandalism, and malicious mischief and other risks.
- 7.4 Neither WADE TRIM nor its affiliates shall be liable for any special, consequential, indirect, or incidental damages, cleanup, response, or remedial costs, or assessments, loss of actual or anticipated profits or revenue, cost of temporary or substitute equipment or cost of claims of customers relating in any way to this agreement, nor shall WADE TRIM or its affiliates be liable for such damages in suits by third parties against the OWNER, excepting only such liability as may arise out of the negligence or willful misconduct of WADE TRIM, its employees or its subcontractors in the performance of its duties under this Agreement.
- 7.5 In no event shall the cumulative liability of WADE TRIM or its affiliates relating in any way to this AGREEMENT exceed an amount equal to the annual compensation paid to WADE TRIM in the aggregate.
- 7.6 The implied warranties of merchantability and fitness for purpose are hereby excluded

8. LABOR DISPUTES

- 8.1 In the event activities by OWNER's employee groups or unions causes disruption in WADE TRIM's ability to perform the project, OWNER, with WADE TRIM's assistance, or WADE TRIM at its own option, may seek appropriate injunctive court orders during any such disruption, WADE TRIM shall operate the facilities on a best efforts basis until any such disruptions cease, but WADE TRIM cannot assure compliance with all contract conditions.
- 8.2 In the event activities of WADE TRIM's employees or unions, if any, cause disruption in WADE TRIM's ability to perform the work required under this Agreement, WADE TRIM shall be responsible to subcontract those services out to prevent a cessation of operation of the water or wastewater systems of the OWNER. Should it be necessary for the OWNER to step in and assume the obligations of WADE TRIM hereunder, the costs of producing those services

shall reduced proportionately the amount owned hereunder to WADE TRIM. If the OWNER or a third party entity replaces WADE Trim for more than thirty (30) days, the OWNER, at its option, may consider this Agreement terminated.

9. ARBITRATION

9.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or in any way relating to this AGREEMENT or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the conditions and restrictions stated in paragraphs 2 and 3 below. This agreement so to arbitrate and any other consent or agreement to arbitrate entered into in accordance herewith as provided in this paragraph 1 shall be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

9.2 Notice of demand for arbitration must be filed with the other parties to this AGREEMENT and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made more than one year from the date the cause of action accrued. The cause of action shall be deemed to have accrued at the time the party asserting the claim knew, or by reasonable exercise of due diligence, should have known of the existence of such claim. After the expiration of said one year, any claim between the parties hereto shall be barred.

9.3 No arbitration arising out of, or related to this AGREEMENT may include, by consolidation, joinder or any other manner, any other person or entity who is not a party to this agreement.

9.4 The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered on it on any court having jurisdiction thereof.

10. FORCE MAJEURE

10.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

11. ACCESS TO FACILITIES AND PROPERTY

11.1 OWNER will make its facilities accessible to WADE TRIM as required for WADE TRIM'S performance of its services, and will secure access to any other OWNER property necessary for performance of WADE TRIM'S services.

11.2 WADE TRIM shall provide 24-hour per day access to Facilities Project for OWNER'S authorized personnel. Visits may be made at any time by any of OWNER'S employees so designated by OWNER'S Representative. Keys for the Facilities Project shall be provided to OWNER by WADE TRIM. All visitors to the Facilities Project shall comply with WADE TRIM'S operating, security and safety procedures.

12. CHANGES

12.1 OWNER and WADE TRIM may mutually make changes within the general scope of services of this Agreement, only in writing and in the same manner as this original Agreement is approved. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement approved in writing by OWNER and executed by both parties.

Both parties indicate their approval of this Agreement by their signatures below.

CITY OF MILAN, MICHIGAN

WADE TRIM OPERATIONS SERVICES, INC.

Owen R. Diaz
Mayor

David C. Vago, P.E.
President

Attest:

Attest:

Appendix A

DEFINITIONS

- A.1 "Additional Services" means those services requested by OWNER that are not specifically identified or included in WADE TRIM'S scope of work under this agreement, but are related or similar in nature to the services contemplated under this Agreement. Such services will be provided at additional cost to the OWNER. Additional Services includes but is not limited to, services and/or cost for plant or facility upgrades, service provided on OWNER's instrumentation and control systems by WADE TRIM's Electrical Services Group, rate studies, short term construction and the impacts thereof, engineering studies, and other short term additional projects
- A.2 "Annual Fee" means the compensation paid by OWNER to WADE TRIM for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix F.1 and will be renegotiated annually. This compensation does not include payments for Requests by OWNER that are incidental to or outside the Scope of Services.
- A.3 "Adequate Nutrients" means plant influent nitrogen, phosphorus, and iron contents proportional to 5-day BOD in the ratio of 5 parts nitrogen, 1 part phosphorus, and 0.5 part iron for each 100 parts 5-day BOD.
- A.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the OWNER's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.5 "Capital Expenditure" means any expenditure for
1. the purchase of new equipment or facility items that cost more than \$2,000.00;
 2. major repairs which significantly extend equipment or facility service life and cost more than \$2,000.00; or,
 3. expenditures that are planned, non-routine, and budgeted by OWNER.
- A.6 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/or cost presently the responsibility of OWNER, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project(s) characteristics.

- A.7 "Corrective Maintenance and Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle, or facility or some component thereof.
- A.8 "Cost" means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, and outside services.
- A.9 "Facility" means all equipment, vehicles, grounds, wells, water treatment plants, wastewater treatment plants, storm water sewer pumping stations and Facilities described in Appendix E.
- A.10 "Maintenance and Repair Limit" means an annual dollar amount as specified by this Agreement to cover the cost of spare or replacement parts and materials, or outside services necessary to effect Preventive Maintenance and Repairs (as defined below).
- A.11. "Material Breach" shall include, but not be limited to the following:
1. a condition described in Appendix D;
 2. a new NPDES permit requirement, any other new obligation imposed by operation of law, by change, modification or renewal of the NPDES permit, or otherwise, which cannot be complied with without incurring costs for Capital Expenditures at the then existing FACILITY or without incurring costs for remediation or corrective action, which costs the OWNER fails to incur promptly beyond the obligation of WADE TRIM under this AGREEMENT; or
 3. a noncompliance with the NPDES permit arising from or relating in any way to failure or inefficiency of the FACILITY equipment which failure can only be remedied by making Capital Expenditures.
- A.12. "Preventive Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or WADE TRIM to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.13 "Project" means all equipment, vehicles, and facilities described herein and where appropriate, the operations, maintenance, and management of such.
- A.14 "Repairs" means the those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, vehicle, or facility or some component thereof.
- A.15 "Sanitary Pumping Station" means a mechanical pumping station installed for the purpose of pumping sanitary wastes as a means of collection and supply to the wastewater treatment plant.

- A.16 "Storm Sewer Pumping Station" means a mechanical pumping station installed for the purpose of pumping storm water.
- A.17 Water Treatment Plant means the drinking water treatment facility and all its components located at 100 Neckel Court
- A.18 "Wastewater Treatment Plant" means the wastewater treatment facility and all its components located at 75 Gump Lake Road
- A.19 "Wells" means drinking water production wells that withdraw groundwater and pump it either to the water treatment plant or directly to the drinking water distribution system

Appendix B

SERVING NOTICE TO A PARTY

All notices shall be in writing and transmitted by certified mail to the following addresses:

Wade Trim Operations Services, Inc.
39201 Schoolcraft Road, Suite B-8
Livonia, Michigan 48150
Attention: President

City of Milan, Michigan
147 Wabash
Milan, Michigan 48160
Attention: Public Works Director

Notice shall be deemed to have been delivered when it is received by the party upon whom notice is being served.

Appendix C

SCOPE OF SERVICES for the CITY OF MILAN DEPARTMENT OF PUBLIC WORKS

WADE TRIM SHALL:

- C.1.1 Provide a sufficient number of certified, qualified personnel, including management, administrative, operations, technical, laboratory, and clerical staff, who meet relevant State of Michigan licensing requirements and are capable and demonstrate experience necessary to operate and maintain the Facilities.
- C.1.2 Provide adequate training for personnel in areas of operations, maintenance, safety, supervisory skills, energy management, etc. A formal safety program must be implemented, and all portions of that program shall be adhered to.
- C.1.3 Provide the OWNER with full documentation that preventive maintenance is being performed on all lease and/or City-owned equipment in accordance with manufactures' recommendations at intervals and in sufficient detail as may be determined by the OWNER. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.4 Within the first ninety (90) days, provide the OWNER with a listing of any recommended capital improvements that Wade Trim believes will be required for any of the facilities covered under the contract. The Contractor will not be relieved of his responsibilities to perform if the recommendations are not implemented, however.
- C.1.5 Provide computerized maintenance, process control, and management systems along with copies of its standard operating procedures and computerized preventive maintenance procedures to be used at the Facilities, a written analysis of the condition of all equipment in the facility and the estimated cost of repair and replacement along with a schedule of when the work should be completed.
- C.1.6 Maintain all manufactures' warranties on new equipment purchased by the Owner and assist the Owner in enforcing existing equipment warranties and guarantees.
- C.1.7 Assist Owner with financing capital improvement projects that have been requested and/or authorized by the OWNER, provided that mutually agreeable terms and conditions for repayment can be arrived at by the parties.
- C.1.8 Secure OWNER's written approval of any maintenance or repair cost over \$2,000.

WATER AND WASTEWATER TREATMENT

The water and wastewater systems subject to the maintenance, operation and control of WADE TRIM under this Agreement consist of the following:

- C.2.1 2.5 MGD wastewater treatment plant (expanded in 2005/06) and 9 sanitary sewer pumping stations.
- C.2.2 4 well production facilities (approximately 1300 gpm)
- C.2.3 3.0 MGD iron removal drinking water treatment plant
- C.2.4 2 storm sewer pumping stations

WADE TRIM will provide the following services on the Water and Wastewater systems:

- C.3.1 Provide all staff for the operation, maintenance and management of the wastewater treatment plant, sewage and storm water pumping stations, and the water treatment facility, including at a minimum a Michigan Class B Sewage Treatment Works Operator and a Class 5-2, D-2 Water System Operator. Backup services will be provided by WADE TRIM corporate, personnel and computer services. In addition, WADE TRIM will be on call twenty four hours per day seven days a week for emergency situations. To the extent it is necessary for WADE TRIM to initially hire additional personnel to provide services to OWNER under this Agreement, WADE TRIM will interview applicants and make hiring decisions based upon business-related criteria, including but not limited to the presence or absence of qualified skills required by the job and the applicant's dependability as demonstrated by his or her employment history. In the event of equally qualified applicants, WADE TRIM agrees to give first priority to hiring qualified existing employees of the OWNER who, in such event, shall become employees of WADE TRIM provided that WADE TRIM is under no obligation to hire such employees of OWNER.
- C.3.2 Read water meters monthly according to existing schedule.
- C.3.3 WADE TRIM shall supervise all regulatory compliance and financial transaction, except for enforcement of the OWNER's water, sewer and storm water ordinances, pertaining to the day to day operation of all Facilities. WADE TRIM shall accept responsibility for drafting and submitting all reports and securing all permits required by the Federal, State and local agencies on behalf of the OWNER and shall provide the OWNER with copies of monthly operating reports and discharge monitoring reports. WADE TRIM shall pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are excluded under section D.1
- C.3.4 Provide the OWNER with a monthly report that summarizes non-routine activities performed by WADE TRIM's staff, compliance status of all regulatory requirements, and the discharge monitoring report.
- C.3.5 Purchase supplies, replacement parts attributable to normal wear and tear up to an aggregate annual allowance as set forth in Appendix F per year and materials necessary for the proper operation and maintenance of the facilities (i.e. office supplies, grease, oil, tools, etc).

- C.3.6 Provide all monitoring, testing and analytical services for the plants including laboratory service for wastewater and water process control, quality assurance/quality control and compliance with regulatory requirements as required by the MDEQ at the time this agreement is executed.
- C.3.7 Coordinate and pay for the removal and disposal of sludge from the wastewater treatment plant that is produced on or after the start date of this agreement. WADE TRIM shall coordinate but not be required to pay for the removal of any sludge inventory that exists on the start date of this Agreement.
- C.3.8 Maintain standard operating procedures for all major pieces of equipment including corrective and preventative maintenance on all facilities and equipment. Prepare an annual preventative maintenance program for review and approval by the OWNER including routine maintenance of lift stations. Ensure efficient operation and maximum equipment life through incorporation of a maintenance management scheduling system that includes preventative and corrective maintenance, inventory control and equipment repair history. Provide an anticipated annual cost for spare parts for the upcoming year to the OWNER.
- C.3.9 Maintain a clean and organized physical appearance of the facilities.
- C.3.10 Serve as the OWNER's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies. Attend "start up" of new equipment and provide the OWNER with a written "punch list" of items observed to be not in accordance with the OWNER's standards.
- C.3.11 Manage the OWNER's Industrial Pretreatment Program in accordance with the NPDES Permit and other regulatory controls.
- C.3.12 Provide additional management, technical, administrative and other professional services to augment system facility personnel when required, subject to the provisions of this agreement related to Additional Work.
- C.3.13 Comply with all Local, State, and Federal regulations related to the services provided.
- C.3.14 Provide the OWNER with a monthly and an annual report containing a summary of the monthly and yearly activity.
- C.3.15 Provide training and technical assistance upon termination of this Agreement to facilitate a smooth transition of operational responsibility back to the OWNER or its designated replacement operator.
- C.3.16 Exercise the due care in performing its obligations and duties under this Agreement normally and reasonably provided by similar contractors with respect to similar contract services, without making any warranty, express or implied, with respect to the services performed hereunder.

Appendix D

FACILITIES' CAPACITY and CHARACTERISTICS

D.1 INFLUENT QUALITY AND EFFLUENT REQUIREMENTS OF THE WASTEWATER TREATMENT PLANT

D.1.1 WADE TRIM shall not be responsible for fines or penalties relating to OWNER's NPDES permit if due in whole or in part to one or more of the following:

D.1.1.1 The FACILITY influent does not contain Adequate Nutrients to support operation of FACILITY biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities;

D.1.1.2 Dischargers into OWNER's sewer system violate regulations as stated in the OWNER's Ordinances;

D.1.1.3 The flow influent BOD and/or suspended solids exceeds the FACILITY design parameters which are 2.25 MGD of flow per day, 3,960 pounds of BOD per day, 3,960 pounds of suspended solids, and a daily peaking factor of 2.6 times the average daily flow; or,

D.1.1.4 If the FACILITY is inoperable or can operate only at a reduced capacity on account of construction or similar activities, or force majeure events as described in the AGREEMENT.

D.1.2 In the event any one of the FACILITY influent characteristics, suspended solids, BOD or flow, exceeds the design parameters stated above, WADE TRIM shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

CHARACTERISTICS EXCEED/NG DESIGN PARAMETERS BY	RECOVERY PERIOD (Maximum)
10% or less	14 days
Above 10%, less than 20%	21 days
20% or above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality requirements is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then WADE TRIM will have a 30-day recovery period after the influent is free from Biologically Toxic substances or contains Adequate Nutrients.

D.1.3 WADE TRIM shall not be responsible for fines or penalties or any other liability if influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, or the FACILITY is inoperable. WADE TRIM shall be responsible for all fines and penalties for violations caused by the negligence in the operation or maintenance of WADE TRIM, its employees or agents.

D.1.4 The Annual Fee for services under this AGREEMENT is based upon the following Project characteristics:

Flow	1.272 MGD
BOD ₅	2,386 #/day
TSS	2,206 #/day

Any change of 5 percent or more in any of these characteristics, based upon a 6-month moving average, will constitute a change in scope. WADE TRIM's compensation shall be equitably adjusted for same, retroactive to the date the specific characteristics changed by 5 percent.

D.1.5 Whenever WADE TRIM is excused from meeting the requirements of the NPDES permit, it will use all reasonable efforts to meet those requirements.

D.2 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

D.2.1 The Facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the OWNER and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

D.2.2 System Demand

WADE TRIM shall assume an average demand for water of 1.205 MGD and a peak daily demand of 2.30 MGD, at the commencement of this Agreement. WADE TRIM acknowledges that the OWNER has the right to demand up to 4.0 MGD on any day and WADE TRIM shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope, and an appropriate adjustment of fee shall be negotiated.

D.2.3 WADE TRIM shall be responsible for meeting the water treatment performance standards established in Section D.2.1 above, but shall not be responsible for events outside the control of WADE TRIM, which include but are not limited to:

D.2.3.1 Toxic materials contained in the raw water supply

D.2.3.2 Raw water supply is insufficient to meet demand

D.2.3.3 The demand for water exceeds the design capacity of the facilities specified in Appendix C.

D.2.4 The estimated cost for services under this Agreement is based on an average production of 1.272 MGD. Any change of five percent (5%) in the average daily production based upon a twelve (12) month moving average will constitute a Change in the Scope of Services.

Appendix E

LOCATION OF PROJECT

WADE TRIM agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

E.1 All equipment and facilities now existing within the current property boundaries of or being used to operate OWNER's Water Wells located at:

Well #3 – 150 Neckel Court
Well #4 – 154 Neckel Court
Well #5 – 389 Wabash
Well #6 – 100 Neckel Court (behind drinking water plant)

E.2 All equipment and facilities now existing within the current property boundaries of or being used to operate OWNER's Water Treatment Plant located at:

100 Neckel Court

E.3 All equipment and facilities now existing within the current property boundaries of or being used to operate OWNER's Wastewater Treatment Plant, sewage and storm water pumping stations located at:

Wastewater Treatment Plant - 75 Guinp Lake Road
Cherry Street Lift Station - 210 Cherry Street
Marvin Street Lift Station – 708 Marvin Street
West Main Street Lift Station – 308 West Main Street
Bodley Street Lift Station – 381 Everett Street
Neckel Court Lift Station – 44 Neckel Court
Northside Lift Station – 1145 Marvin Street
Ann Marie Lift Station – 322 Ann Marie Drive
Glen Dale Lift Station – 588 Asher Pass
Meadowbrook Storm Lift Station – 1160 North Street (on detention pond)
Milan Crossings Storm Lift Station – 1161 Marvin Street (on detention pond)
Mooreville Sanitary Sewer Lift Station – 1290 Mooreville Road, York Township

Appendix F

COMPENSATION, PAYMENT, AND
BASE FEE ADJUSTMENT FORMULA

F.1 COMPENSATION

- F.1.1 WADE TRIM's compensation under this AGREEMENT shall consist of an Annual Fee. For the first year of this AGREEMENT, WADE TRIM's Annual Fee is \$723,600. For the second year of this AGREEMENT, WADE TRIM's Annual Fee is \$711,960. The Maintenance and Repair Limit for the first year is \$30,000 and is included in the Base fee.
- F.1.2 Requests by OWNER for Additional Services shall be invoiced to OWNER at WADE TRIM's Cost (including overhead) plus ten percent (10%).
- F.1.3 In the event that a change in the scope of services provided by WADE TRIM occurs, OWNER and WADE TRIM will negotiate a commensurate adjustment in Base Fee.
- F.1.4 WADE TRIM will rebate to the OWNER the difference between the Annual Maintenance and Repair Limit for FACILITY and actual, documented expenditures for that year. If actual expenditures for Preventive and Corrective Maintenance and Repair exceed the particular annual Maintenance and Repair Limit, the OWNER will reimburse WADE TRIM for such expenditures.

F.2 ADJUSTMENTS TO ANNUAL FEE

The Annual Fee, in the automatic extension of future agreements, shall be adjusted for the following reasons:

F.2.1 Changes in Consumer Price Index

Utilizing the Year 2 price as the initial Base Fee, the Base Fee, less the cost of electricity, shall be adjusted on the anniversary date of this agreement, beginning with the second anniversary date by an amount equal to any increase in the Consumer Price Index — Urban Users (CUUR0000SAG) for the previous year plus an additional 1.0%. The price as adjusted will become the Base Fee for purposes of future adjustment.

By way of example:

CPI-U on the Anniversary Date	103.0
CPI- U on the previous year's Anniversary Date (or start date in the case of the first anniversary)	100.0
Percent Change in CPI-U	$103.0 - 100.0 = 3.0$

	$3.0/100 = 3.0\%$
Change in Annual Fee	$3.0\% + 1.0\% = 4.0\%$
New Annual Fee	Annual Fee x 1.04

F.2.2 Electricity Adjustment

Utilizing the start date of the Agreement as the initial base date, the electricity component of the base price is based on the following assumptions:

- 1,352,710 kilowatt-hours consumed per year (WWTP)
- 631,228 kilowatt-hours consumed per year (WTP)
- 1,983,938 kilowatt-hours per year (Base Consumption)
- at a rate of \$0.0848 per kilowatt-hour.

For any change in flow of five percent (5.0%) or greater on an annual basis, the Base Consumption shall be adjusted, and the electricity component of the Base Annual Fee shall be adjusted to reflect the impact of such flow increase on electrical consumption.

For any change in the utility rate imposed by the utility provider, the electricity component of the Base Annual Fee shall be adjusted to reflect impact of the rate increase, as applied to the Base Consumption, on the electricity component. Any time an adjustment is made pursuant to this provision, the adjustment date will become the new base date and any assumed change in consumption on that date shall become the new Base Consumption.

F.3 For purposes of computing the adjustments detailed above, the change in loadings to the plant shall be based on the baseline concentrations provided in Appendix "D."

F.4 PAYMENT OF COMPENSATION

F.4.1 OWNER will pay WADE TRIM one-twelfth (1/12) of Annual Fee for the current year, and payment shall be due and payable on the first of the month for each month that services are provided.

F.4.2 All other compensation to WADE TRIM is due on receipt of WADE TRIM's invoice and payable within fifteen (15) days.

F.4.3 OWNER shall pay interest at a rate of 1.5 percent per month (or the maximum legal rate) from date due until date paid for late payments.

Appendix G

PROJECT VEHICLES AND EQUIPMENT

The Project includes all tools and portable equipment, as follows:

Description	Number	Model	Equipment/Serial No.
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CITY OF MILAN
REQUESTS FOR PROPOSALS
DPW Operations, Maintenance and Management

The City of Milan, Michigan hereby requests proposals from qualified firms interested in providing Contracted Operations, Maintenance and Management services for the Department of Public Works.

Proposals shall be due April 30th, 2009 at 11:00 a.m. Please mark the sealed envelope as "DPW Operations, Maintenance and Management". A complete Request for Proposal document may be obtained at:

City of Milan
ATTN: Mr. Benjamin Swayze
Interim City Administrator
147 Wabash
Milan, MI 48160
Phone 734-439-1501

Or on the Web at:
http://ci.milan.mi.us/Bids_Page.shtml



City of Milan Request for Proposals DPW Operations, Maintenance and Management

The City of Milan, Michigan hereby requests proposals from qualified firms interested in providing Contracted Operations, Maintenance and Management services for the Department of Public Works.

I. INTRODUCTION

1.1 Purpose

The City of Milan, hereafter called "City," initiated this Request for Proposals (RFP) to solicit proposals for experienced and knowledgeable firms capable of operating and maintaining its street system, water and sewer distribution system, storm water system, buildings, and motor pool equipment, as well as providing operations and management as outline in the Scope of Services.

1.2 Background

The City offers a full-service DPW department to the residents of Milan. The department is responsible for the management, operations and maintenance of the following:

- 22 miles of water distribution system
- 25 miles of sewer collection system
- 20 miles of storm sewer collection system
- 24 miles of streets including sidewalks and right-of-ways
- 5 public parking lots
- City owned decorative street light system
- 5 City owned facilities (City Hall, Senior Center, Community House, Police Station, DPW Complex)
- Full service loose leaf and brush pick-up, including city-site composting
- Motor Pool internal service department

In addition, the City DPW department also is responsible for the management, operations and maintenance of the following that have been contracted out to other entities:

- 2.5 mgd wastewater treatment plant (expanded in 2005/06) and 9 sanitary sewer lifts stations
- 4 well production facilities (approximately 1300 gpm)
- 2 storm sewer lift stations
- 6 traffic signals
- Full Service weekly solid waste pick-up including curbside recycling

- Maintenance of grounds for public buildings, publically owned properties, and 200 acres of public parkland (75 acres developed, 125 acres undeveloped)

The City is currently in an operations agreement with the engineering firm Wade Trim to run our WWTP and WPP facilities, while Waste Management provides us with our solid waste services. Local maintenance contractor Heath Lawn Care maintains our public spaces, and the Washtenaw County Road Commission services the City traffic signals.

1.3 Objective

The primary objective of this RFP is to determine the feasibility of contracting out the remaining functions of the DPW including the management, operations and maintenance of its street system (including sidewalks, parking lots and right-of-ways), water distribution system (including user-end equipment), sanitary and storm water collection system, traffic and street lights, buildings, organic waste collection program and motor pool equipment, as well as providing operations and management as outline in the Scope of Services.

1.4 Minimum Qualifications

Proposals will be accepted from engineering firms who meet the following minimum qualifications. Individuals or contractors that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1. Are licensed to do business in the State of Michigan.
2. Possess necessary certifications, licensing and qualifications to perform the work proposed.
3. Be able to produce performance and payment bonds equivalent to the proposed yearly base price of the contract.
4. Applicable certificates of insurance coverage for the following:
 - a. Professional Liability Insurance - The contractor shall procure and maintain Professional Liability Insurance in accordance with all applicable statutes of the State of Michigan.
 - b. Personal Injury Insurance - The contractor shall procure and maintain Personal Injury Insurance in accordance with all applicable statutes of the State of Michigan.
 - c. Automobile Insurance - The contractor shall procure and maintain Automobile Insurance in accordance with all applicable statutes of the State of Michigan.

- d. Workers Compensation Insurance - The contractor shall procure and maintain Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan.
- e. Additional Insured - Shall include the City of Milan, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- f. All insurance, as described above, shall include an endorsement stating the following: Thirty (30) days Advanced Written Notice of Cancellation or Non-Renewal, shall be sent to:

City of Milan
Attn: City Administrator
147 Wabash St.
Milan, MI 48160

- 5. The successful bidder will be required to enter into a professional service contract with the City of Milan.

1.5 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding, as determined by the Milan City Council.

1.6 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2009 and continue for a period of two years. Additional extension provisions may be included at the discretion of the City.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 Project Administrator

The Project Administrator is the sole point of contact for this procurement. All communication between prospective bidders and the City upon receipt of this RFP shall be with the Project Administrator, as follows:

Benjamin Swayze
Interim City Administrator/City of Milan
147 Wabash St.
Milan, MI 48160

Telephone: (734) 439-1501

Facsimile: (734) 439-3925

E-mail: bens@ci.milan.mi.us

Prospective bidders are to rely on written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the City.

Communication directed to parties other than the Project Administrator may result in disqualification of the prospective bidder.

2.2 Bidders Conference

There will be a mandatory pre-proposal conference held April 22, 2009 at City Hall, located at 147 Wabash, Milan, MI 48160, starting at 2:00pm for the purpose of addressing this proposal and answering any questions which you may have about the project or process. Following the conference, there will be an opportunity to tour the DPW facilities. Any questions or requests for information will be addressed at his conference so that all prospective bidders will have access to the information.

2.2 Estimated Schedule of Procurement Activities

- Issue request for proposals April 2, 2009
- Last date for questions regarding the RFP April 17, 2009
- Mandatory, on-site, bidders meeting April 22, 2009
- Proposals due April 30, 2009
- Committee evaluates proposals May 18, 2009
- City Council approves contract June 8, 2009
- Begin contract work July 1, 2009

2.3 Submission of Proposals

Responding agencies are required to submit ten (10) copies of their proposal, which must have original signatures. The proposal, whether mailed or hand delivered, must arrive at the City Hall no later than 11:00 a.m., local time, on Friday, May 1, 2009.

The proposal is to be sent to the Project Administrator at the address noted in Section 2.1, above. The envelope should be clearly marked "DPW Operations, Management and Maintenance Proposal" and addressed to the attention of the Project Administrator.

Bidders who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile or email transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City and will not be returned.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the City. All proposals received shall remain confidential until the deadline for submission of bids or proposals has expired, as defined by Michigan statute (MCL 15.243(i), the Freedom of Information Act).

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective bidders known to the City. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective bidders.

The City reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Proposals must provide 60 days for acceptance by City from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent could propose. There will be no best and final offer procedure. The City does reserve the right to contact a respondent for clarification of its proposal.

The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the City.

2.9 Costs of Proposal

The City will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.10 No Obligation Contract

This RFP does not obligate the Milan City Council to award a contract for services specified herein.

2.11 Rejection of Proposals

The City reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.13 Commitment of Funds

The Milan City Council or their delegates are the only individuals who may legally commit the City to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The proposal must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

III. Scope of Services

Initial proposals should be for two-years. Additional extension calculations and language will be considered.

Proposal should include the management, operations and maintenance of the following:

- 22 miles of water distribution system
- 25 miles of sewer collection system
- 20 miles of storm sewer collection system
- 24 miles of streets including sidewalks and right-of-ways
- 5 public parking lots
- City owned decorative street light system
- 5 City owned facilities (City Hall, Senior Center, Community House, Police Station, DPW Complex)
- Full service loose leaf and brush pick-up, including city-site composting
- Motor Pool internal service department

In addition, the proposal will include additional management and partnership responsibilities with the following Contractors:

- Wade Trim (O&M of Wastewater and Water Treatment Plants)
- Waste Management (Solid Waste Collection)
- Heath Lawn Care (Public Space Maintenance)
- Washtenaw County Road Commission (Traffic Lights)

3.1 Water Distribution System

- A. Provide the services of a certified water operator who possesses the following minimum certifications:
 - Water – S-2
- B. Prepare, certify and submit all necessary regulatory reports in regards to distribution system.
- C. Coordinate and execute monthly meter reading with City utility billing personnel
- D. Repair and service meters as needed through work orders issued by utility billing personnel
- E. Turn water services on and off as needed.
- F. Maintain City owned water distribution mains (includes curb shut-off and service lines up to shut-off) and repair/replace as necessary (main breaks and leaks). Maintenance, repair and replacement must be done in accordance with MDEQ rules and AWWA recommendations.
- G. Maintain all valves in water system, including repair and replacement as necessary.
- H. Maintain all fire hydrants, including yearly flushing.
- I. Coordinate dig up and “tap” of new water services and inspect new installations.
- J. Provide Miss Dig services for the City water infrastructure.

3.2 Sanitary Collection System

- A. Prepare, certify and submit all necessary regulatory reports in regards to distribution system.
- B. Respond to blockages and other service problems in the collection system and carry out the appropriate repairs.
- C. Implement an annual sewer cleaning program utilizing the “Vactor” equipment which conforms to industry standards and prudent practice, and minimizes disturbances in the system.
- D. Coordinate dig up and “tap” of new sewer services and inspect new installations.
- E. Provide Miss Dig services for the City sewer infrastructure.

3.3 Storm Sewer Collection System

- A. Prepare, certify and submit all necessary regulatory reports and permits in regards to storm sewer collection system.
- B. Respond to blockages and other service problems in the collection system and carry out the appropriate repairs.
- C. Implement an annual storm sewer cleaning program utilizing the “Vactor” equipment which conforms to industry standards and prudent practice, and minimizes disturbances in the system.
- D. Coordinate dig up and “tap” of new storm sewer services and inspect new installations.
- E. Provide Miss Dig services for the City storm sewer infrastructure.
- F. Implement yearly mosquito control program.

3.4 Streets, Sidewalks and Right-of-Ways

- A. Maintain roadways and shoulders including pothole repair, utility cut repair and annual crack sealing program.
- B. Sweep streets on a regular basis from April-November, with an emphasis on the main streets.
- C. Maintain all paint striping on roadways, with an emphasis on the main streets and downtown.
- D. Plow all public streets, sidewalks, parking lots and alleyways, and apply de-icing materials as appropriate in accordance with City standards (De-icing when snowfall < 2” of snow, Plowing & De-icing when snowfall > 2”)
- E. Remove snow from parking areas and intersections to avoid restriction of visibility and make space to plow the next storm. Emphasis on the immediate downtown areas.
- F. Maintain, repair or replace traffic signs as needed. Place traffic signs as needed in accordance with City issued TCO’s.
- G. Maintain and repair sidewalks through annual inspection program.
- H. Trim and/or remove trees in right-of-ways as needed.
- I. Grade gravel roads and park driveways/parking lots as needed (emphasis in spring)

- J. Sweep and pick trash in City public parking lots.

3.5 Decorative Street Light System

- A. Maintain the City owned decorative street light system, including lights, poles, controller boxes, timers, and wiring.
- B. Provide Miss Dig services for the City owned street light infrastructure.
- C. Replace bulbs as needed on a daily basis.
- D. Maintain field and court light system in Wilson Park including lights, poles, controller boxes and wiring.

3.6 City Facility Maintenance

(For the purpose of this agreement, the "City Facilities" are: City Hall, Police Department, Senior Center, Community House, and DPW Facility.

- A. Provide daily custodial support to all City-owned and occupied buildings in accordance with generally accepted standards of a "public" building.
- B. Maintain the mechanical systems of all the City facilities.
- C. Provide event set-up/tear down for City sponsored events, Senior Programs, elections, Senior Center/Community House rentals, and other programs as necessary.
- D. Provide reasonable maintenance of buildings (floor waxing, light bulbs, painting, kitchen degreasing, gutter cleaning, etc...)

3.7 Natural Waste Pick-Up

- A. Provide curbside brush chipping, in accordance with City regulations, the first and third Monday of the month from April through October.
- B. Provide curbside loose leaf removal, in accordance with City regulations, from October 1st through the week after Thanksgiving.
- C. Maintain the City composting site in accordance with MDEQ permit and regulations.
- D. Maintain City dump site in accordance with state regulations and local expectations

3.8 Motor Pool/Equipment Maintenance

- A. Maintain all of the City Motor Pool equipment to generally accepted standards (see Appendix A for equipment listing).
- B. Provide weekly reports of equipment usage for ACT 51 reporting.
- C. Provide capital improvement projections each year based on needs to maintain standards set forth in this RFP.

3.9 Miscellaneous

- A. Assume administration of the traffic light contract with the Washtenaw County Road Commission, unless contractor proposes to maintain traffic lights on their own.
- B. Work with City staff and Public Space contractor to administer contract for public space maintenance.
- C. Work closely with WWTP/WTP contractor to ensure smooth operation of the entire water/sewer system.
- D. Assist City in the administration/execution of the solid waste contract.

The above list of activities, while extensive, should not be considered exhaustive. The contractor will be required to perform any activity deemed necessary to meet the reasonable expectations for service of the City Council and the residents of Milan. The City also realizes that, given the contractor's limited resources, some sub-contracting will be required. Proposals should discuss how the contractor intends to coordinate this effort and what role they intend the City to play.

IV. PROPOSAL CONTENT

Firms shall organize their proposals as follows:

4.1 Section I – Qualifications and Experience

This section is intended to assess the firm's background, qualifications, and experience in the contract operations arena and in particular within the State of Michigan. Each interested firm must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response will preclude firms from further consideration.

- A. Provide the full name, tax identification number, and main office address of the entity (hereinafter referred to as the "Contractor") which would ultimately enter into a contract with the City.
- B. Identify when the Contractor was organized, and if corporation, where incorporated and how many years engaged in providing full service contract

operations under that name. Provide a comprehensive description of Contractor's corporate ownership history. Fully identify and explain any changes in corporate ownership and/or operating name. Describe parent company relationship and history of parent company.

- C. Provide a comprehensive reference list of all facilities (water, wastewater, or general DPW) in the State of Michigan where the Contractor currently provides service. For each facility, provide the name, address, contact person and title, and the telephone number of the owner; and the size and type of facility. References outside the State of Michigan may be included if deemed relevant.
- D. Provide a comprehensive description of the Contractor's financial capabilities and include supporting documents such as Annual Financial Reports.

4.2 Section II – Plan of Operations

Describe your approach to the "Scope of Services" as outlined in Section III. Specifically, provide the following:

- A. Staffing - Provide the name and professional profile of personnel being furnished to meet the certification requirements stated above. If more than one, designate which will be the Project Manager. State specifically the number of full time and part time personnel that will be devoted to the project. Provide an organization chart. Provide names and professional profiles for support personnel.
- B. Staffing – The City is contractually required to try to place any displaced employees with the successful firm. Please describe your plan for determining if current DPW employees will be offered employment.
- C. Describe your overall plan to deliver services as outlined in Section III. Specifically, discuss operation and maintenance plans for the following:
 - 1. Snow Removal/De-Icing
 - 2. Water/Sewer main break repair
 - 3. Building maintenance
 - 4. Regular Sewer Maintenance
 - 5. Regular Water Valve Maintenance
- D. Describe your overall program of preventive and corrective maintenance.
- E. Describe your plan for prevention of and response to emergencies.
- F. Describe your quality assurance/quality control program.
- G. Describe your employee benefit program. Provide specific information regarding medical and dental insurance, pension, vacation, sick leave, etc.

H. Describe your safety program.

4.3 Section III – Price Proposal

This section shall state the contractor's price to provide all the services described above. The stated price shall be a lump sum for the entire year. Also, indicate any adjustment factors.

The contractor shall indicate what portion of the fixed annual fee is for facility maintenance (excluding labor). This portion shall be considered an allowance for billing purposes. Each year, the contractor shall provide the City with an accounting of expenditures for maintenance. If an amount less than the allowance is spent, the contractor shall refund the full difference to the City. If the City approves an amount greater than the allowance to be spent, the City shall reimburse the full difference to the Contractor.

Proposers shall discuss the issue of subcontracting major repairs and any other items deemed necessary to subcontract. State specifically what work items are included in the base price and what items will be submitted to the City for additional payment.

Contractors should state very clearly what materials/supplies will be purchased by the Contractor, and what materials/supplies are to be purchased/supplied by the City.

Contractors should discuss any incentive/shared savings programs they wish to propose to the City.

The Contractor's base price shall be for a period of one year, but the contract will be for two years. Any priced adjustment calculations for further extensions should be included.

4.4 Section IV – Sample Contract

The Contractor shall include a proposed sample contract containing at a minimum provisions as follows:

- A. Provisions of liability for the payment of fines and/or civil penalties levied against the Contractor and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, law, statute, ordinance, etc. for reasons resulting from the Contractor's sole negligence or willful misconduct during the period of the contract.
- B. Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Contractor's sole negligence or willful misconduct during the period of the contract.

- C. Provisions of comprehensive liability insurance policies naming the City as additional insured for bodily injury and/or property damage in an amount of not less than one million dollars (\$1,000,000); a certificate of such insurance shall be submitted as part of the O&M contact documents.
- D. Provision for the Contractor to carry all insurance coverage required as outlined in Section 1.4-4 (a-f)
- E. Provisions of a fixed dollar value for Repair and Replacement such that the Contractor's obligations will be explicit as to maintenance of the City equipment and facilities. Such Repair and Replacement limit will not include contractor's onsite labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
- F. Provisions that the Contractor shall be responsible for maintaining all manufactures' warranties on new equipment purchased by the City and assist the Owner in enforcing existing equipment warranties and guarantees.
- G. Provision that the Contractor shall provide a sufficient number of certified qualified personnel, including management, administrative, operations, technical, laboratory, and clerical, who meet relevant State of Michigan requirements and certifications regarding water and wastewater distribution and collection operations and maintenance, and are capable and demonstrate experience necessary to operate and maintain the system.
- H. Provision that the Contractor shall provide training for personnel in areas of operations, maintenance, safety, supervisory skills, laboratory, energy management, etc. A formal safety program must be implemented, and all portions of that program shall be adhered to.
- I. Provision that the Contractor shall provide the City with full documentation that preventive maintenance is being performed on all lease and/or City-owned equipment in accordance with manufactures' recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- J. Provision that within the first ninety (90) days, the Contractor shall provide the City with a listing of any recommended capital improvements the Contractor believes will be required for any of the facilities covered under the contract. The Contractor will not be relieved of his responsibilities to perform if the recommendations are not implemented, however.
- K. Provision for the Contractor to provide computerized maintenance, process control, and capital/asset management systems.

- L. Provision for the Contractor' ability to comply with state and federal employment regulations if federal and/or state dollars come with such conditions.
- M. Provision that the Contractor may finance capital improvement projects that have been requested and/or authorized by the City, subject to mutually agreeable terms and conditions or repayment.
- N. Provision for contract termination if the level of performance is unsatisfactory.
- O. Provision for adjustment in the event of expansion of any system or addition of any new facilities.
- P. Provision for the production of a performance bond, equal to the price of the contract, for each year of the contract. Provision for the use of the performance bond in the case of failure to perform by the Contractor.

4.5 Section V – Supplemental Information

Any additional information the proposer wishes to bring to the attention of the selection committee. This section shall be limited to 5 pages, single-spaced.

V. EVALUATION AND SELECTION PROCESS

5.1 Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the Mayor, which will determine the ranking of the proposals.

All proposals received by the stated deadline will be reviewed by the Project Administrator to ensure that the Contractors meet the minimum requirements to perform the work requested and that proposals contain all of the required information requested in the RFP. Only responsive proposals that meet the requirements will be forwarded to the evaluation team for further review. Any Contractor that does not meet the stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive.

The evaluation team, using their sole discretion and judgment, will select one firm for further consideration based on the following criteria:

Qualifications of Lead Personnel.....	30 PTS
Soundness of Proposed Operations Plan.....	30 PTS
Experience in Similar Settings.....	20 PTS
Proposed Price.....	15 PTS
Integration Plan for Existing DPW Employees.....	5 PTS

Appendix "A" - Motor Pool Equipment

Equip #	Description	Rate
1	1998 Jeep Wagon 10.100	\$8.21
201	2000 Ford Taurus 10.100	\$8.21
202	2004 Ford Taurus 10.100	\$8.21
203	2002 Ford F-250 Pickup 12.300	\$9.83
400	1984 Ford Dump Truck F-800 12.305	\$32.63
401	1987 Portable Air Compressor 87.400	\$10.43
402	2002 FL 80 12.306	\$37.77
403	1991 L-8000 Ford Dump Truck 12.305	\$32.63
404	97GMC 42' Hyd Boom 12.306/93.300	\$44.46
405	1991 Backhoe Loader w/extd-a-hoe 47.407	\$42.17
406	2001 Dodge Pickup 12.300	\$9.83
407	1994 Morbark Chipper 82.210	\$25.59
409	Wacker Compactor 89.400	\$10.94
410	1984 Pavement Marker 86.203	\$30.59
411	1992 F-350 Dump Truck 12.300	\$9.83
412	2004 3500Chevrolet 4x4 12.400	\$12.12
414	2004 F-250 4x4 12.400	\$12.12
415	Two Wheel Trailer 11.100	\$5.26
416	Leaf Vacuum , Trailer mounted 83.300	\$27.61
418	1997 F-150 Ford Pick-up 12.300	\$9.83
419	2000 Coleman generator 40kw traitn mtd 96.025	\$15.29
420	2005 F-250 4x4 12.400	\$12.12
421	1996 Elgin Street Sweeper 83.240	\$84.84
422	1977 Concrete Mixer (5 cu. Ft.) 30.513	\$13.87
424	1973 Greenline 6" Earth Auger 80.700	\$28.29
425	Stihl 14" Chain Saw 82.119	\$4.67
426	Stihl 16" Chain Saw 82.119	\$4.67
427	Stihl 20" Chain Saw 82.120	\$6.47
428	One Ton Asphalt Roller 89.101	\$3.78
429	Stihl 14" Chain Saw 82.119	\$4.67
430	1996 14" Cut Off Saw 82.125	\$15.96
431	Stihl 14" Chain Saw 82.119	\$4.67
434	1987 GMC 7000 Dump Truck 12.305	\$32.63
435	1986 20 ft. Tag Along Trailer 11.102	\$12.97
604	1999 John Deere w/72" Deck 935 81.257	\$27.91
607	Sthil Blower 96.013	\$3.84
608	Tee Jet Sprayer (150 gal.) 84.302	\$8.70
611	2003 5' bush hog lawn mower 81.140	\$13.07
612		
614	1995 90" Brush Hog Mower 81.120	\$13.72
616	1999 F-350 Dump Truck w/Hyd. Gate 95.350/12.300	\$11.03
619	1993 John Deere 5300 Diesel 70.101	\$35.41
620	16 Ft.Landscape Trailer 11.100	\$5.26
700S	High way salt spreader(400) 63.300	\$6.33
700U	10 ft. Underbody Scraper 48.202 (400)	\$10.15
702S	Swenson salt spreader(402) 63.350	\$4.60

Appendix "A" - Motor Pool Equipment

702U	10 ft Under body Scraper (402)	48.202	\$10.15
703P	10' reversible plow	62.350	\$17.92
703S	Swenson salt spreader(403)	63.350	\$4.60
703U	10 ft. Underbody Scraper	48.202 (403)	\$10.15
705			
709	1995 8 ft. Boss Plow	62.350 (616)	\$17.92
710	1982 10 ft. Reversible Wing Plow	62.350 (403)	\$17.92
711	8' reversible western plow(411)	62.350	\$17.92
712P	8' reversible western plow(412)	62.350	\$17.92
712S	Salt Spreader (412) Hopper	63.430	\$9.69
714	9' Western Plow	62.350 (434)	\$17.92
715	John Deere broom	83.130	\$24.71
716	8' 1999 Western Plow	62.350 (616)	\$17.92
719	7-1/2' Vee plow Boss snow plow(619)	62.200	\$24.73
720	8' reversible western plow(420)	62.350	\$17.92
734	10' reversible western plow(434)	62.350	\$17.92
901			
903	1990 thompson 3" Dia. Pump	88.200	\$15.80
905	Vactor 96.006/96.020/12.307/51.500/53.300		\$99.92
906	1990 T & J 2500 Watt Generator	96.023	\$1.74
907	4" Jaeger Pump	88.103	\$14.42
908	3" CHNR Diaphragm Pump	88.200	\$15.80
910	3500 Watt Homelight Generator	96.023	\$1.74
911	Stanly Mounted Breaker	96.206	\$6.71
912	2002 Case Super M Backhoe	47.407	\$42.17
915	Eversharp Conc. Saw	31.100	\$38.47
918	Bantall Conc. Grinder	32.000	\$19.97
919	1984 GMC Dump Truck	12.306	\$37.77
922	1984 45 Clark Loader	47.408	\$43.87
924	Two-Wheel Trailer (916)	11.100	\$5.26
926	Marlow 4" Centrifugal Pump 2.3 Liter	88.103	\$14.42
927			
930	Homelight 1.5" cen. Pump	88.101	\$7.55

The City owns miscellaneous power tools and equipment that are not on this list. The Contractor should familiarize himself with the entire equipment inventory during the tour of the facilities. The successful bidder will be expected to maintain all City owned equipment whether it is on this list or not.

REQUEST FOR PROPOSAL

The City of Milan, Michigan hereby invites firms interested in providing complete Contract Operation and Maintenance of the City's Water and Wastewater Treatment Plants and Systems to submit proposals stating price and qualifications.

Proposals shall be due January 4, ²⁰⁰⁷~~2006~~ at 2:00pm. Please mark the sealed envelope as "Water and Wastewater O & M Proposals". A complete Request for Proposal document may be obtained at:

City of Milan
ATTN: Mr. Todd S. Knepper
147 Wabash
Milan, MI 48160
Phone 734-439-1780

Or go to the city's web page at www.ci.milan.mi.us

I. GENERAL

A. INTENT

The City of Milan (City) wishes to engage the services of a qualified Operations and Maintenance firm (the Firm) to provide complete operation and maintenance services for the following the wastewater treatment plant at 75 Gump Lake Road, eleven (11) collection system lift stations, and water treatment facility at 100 Neckel Court.

The City is requesting proposals from qualified firms for five years of operation and maintenance services for the above referenced facilities. Briefly the scope of services will include:

- Managing water and wastewater plant operations
- Operate and maintain the sanitary and storm sewer lift stations
- Meeting permitting and reporting requirements as established by the City and the Michigan Department of Environmental Quality
- Performing wastewater influent and effluent sampling and laboratory analysis
- Perform water system routine and emergency drinking water samples
- Performing water meter reading according to existing schedule
- Performing overall site maintenance activities

The City will enter into a single contract with the selected firm for all systems. The contract period will commence effective February 1, 2007 unless agreed otherwise by the City. The City's facilities are presently operated and maintained by City staff.

B. SITE VISIT

There will be a mandatory pre-proposal conference held at 10:00 am on December 7, 2006 at City Hall, located at 147 Wabash, Milan, MI. 48160 for the purpose of addressing this proposal and answering any questions, which you may have about the project or process. Following the conference, there will be an opportunity to tour the water and wastewater facilities. Treatment plants site plans, one year of monthly operational and maintenance reports, annual budgets, and access to plant drawings will be provided at the conference.

C. SUBMITTAL DEADLINE

Ten copies of the Firm's proposal must be received at the Milan City Hall, 147

Wabash, Milan, MI 48160 January 4, 2007 at 2:00 pm. Proposals received after the deadline will be returned unopened. The City reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal to negotiate modifications in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

D. WITHDRAWAL/MODIFICATIONS

Requests to withdraw a proposal must be done in writing prior to the submission deadline. Requests to modify a proposal must also be made in writing and received prior to the submission deadline.

E. QUESTIONS

Questions regarding this project shall be addressed to:

Mr. Todd S. Knepper
Director of Public Works
147 Wabash
Milan, MI 48160
734-439-1780

The City is not responsible for any costs related to preparation of the proposal in response to this request.

F. PROPOSAL CONTENT

Firms submitting a proposal shall organize their proposal based on the format presented in Part III of this Request for Proposal. Each item must be addressed or the firm may be disqualified.

II. SYSTEM DESCRIPTIONS

A. WASTEWATER TREATMENT PLANT

The recently expanded WWTP is rated at 2.5 mgd average annual flow. It is an oxidation ditch, with fine screen, grit removal, clarification and tertiary filtration prior to UV disinfection. Sludge thickening is by a rotary drum thickener. The average flow in 2006 has been approximately 1.2 mgd.

B. SYSTEM LIFT STATIONS

Cherry Street Lift Station - 210 Cherry Street
Marvin Street Lift Station - 708 Marvin Street

West Main Street Lift Station – 308 West Main Street
Bodley Lift Station – 381 Everett Street
Neckel Lift Station – 44 Neckel Court
Northside Lift Station – 1145 Marvin Street (just north of Lewis Street)
Ann Marie Lift Station – 322 Ann Marie Drive
Glen Dale Lift Station – 588 Asher Pass (off of Allen Road)
Meadowbrook Storm Lift Station – 1160 North Street (on detention pond)
Milan Crossings Storm Lift Station – 1161 Marvin Street (on detention pond)
Mooreville Sanitary Sewer Lift Station (operated for York Township) – 1290 Mooreville

Road

C. WATER TREATMENT PLANT

The WTP is an iron removal plant utilizing aeration, detention and pressure filtration for iron removal. Gaseous chlorine is fed to maintain chlorine residual in the system. Design capacity of the plant is 3.0 mgd maximum day and average daily demand is approximately 1.2 mgd.

III. PROPOSAL CONTENT AND FORMAT

At a minimum the proposal shall contain the following information organized in the format presented. The proposal shall be labeled “City of Milan Water and Wastewater Operations Contract Proposal.”

A. STATEMENT OF QUALIFICATION

1. Submit a list of plants and lift stations operated and maintained by the firm in cities, districts, townships in the State of Michigan over the last five years. Include the size of the plants and systems in those municipalities. List at least three (3) community references indicating when the contract operations with the community began and contact person with address and telephone number. Indicate the number of years that the Firm has been involved in providing contract operation services.
2. Provide a list of any violations within the past five years of any permit, license, regulations, or statute that resulted in any notices, fines, censures, punitive awards or similar actions being levied on or taken against the Firm.
3. Identify any contracts for services similar to those proposed by the Firm in response to this proposal for which the contract was terminated by the Firm, utility, municipality, or industry for cause.

4. Submit the Firm's most recent corporate financial report and financial history.
5. Indicate previous specific experience with the Michigan Department of Environmental Quality as it relates to contract operations services.
6. Provide a description of the Firm's safety program. Provide a list and explanation for all OSHA or MIOSHA violations for the past five years.
7. Discuss any other topics or areas that are relevant to the Firm's qualifications.
8. Provide the name of the Firm's chief administrative representative, the address of the Firm's main office and the name and address of the person(s) directly responsible for contract administration.

B. WORK PLAN

1. Indicate how the plants and lift stations will be operated, by whom, and the technical background of the operating staff. Identify the project team, the qualifications, certifications, and licenses of each member of the team. Include evidence of certification to comply with the State of Michigan requirements for the plants. Provide a list of equipment to be supplied by the Firm, including vehicles.
2. Provide a description of the maintenance management program that will be put in place, including preventative, planned, and emergency maintenance activities.
3. Provide a detailed emergency response plan for all weather conditions identifying area personnel availability and response time. The City requires twenty-four (24) hour, seven (7) day a week on-call status.
4. Discuss in detail what activities/items the City will be responsible to provide under your proposal.

C. SCOPE OF SERVICES

The scope of services shall include all operation, maintenance and analysis activities required to operate the wastewater treatment plant, lift stations, and water treatment facility. The scope of services shall include, but not be limited to, the following:

1. Provide all staff for the operation, maintenance and management of the wastewater treatment plant, sewage and storm water lift stations, and the water treatment facility, including at a minimum a Class B Sewage Treatment Works Operator and a Class S2, D2 Water System Operator.

2. Provide 24 hour per day on call availability, 365 days per year.
3. Provide water meter reading monthly according to existing schedule.
4. Accept responsibility for all reports and permits required by the Federal, State and local agencies including monthly operating reports and discharge monitoring reports.
5. Provide the City with a monthly report that summarizes non-routine activities performed by the Firm's staff, compliance status of all regulatory requirements, and the discharge monitoring report.
6. Purchase supplies and materials necessary for the proper operation and maintenance of the facilities (i.e. office supplies, grease, oil, tools, etc).
7. Provide all monitoring, testing and analytical services for the plants including laboratory service for wastewater and water process control, quality assurance/quality control and compliance with regulatory requirements.
8. Provide MISS DIG underground utility marking service.
9. Coordinate the removal and disposal of sludge from the wastewater treatment plant.
10. Maintain standard operating procedures for all major pieces of equipment including corrective and preventative maintenance on all facilities and equipment. Prepare an annual preventative maintenance program for review and approval by the City including routine maintenance of lift stations. Ensure efficient operation and maximum equipment life through incorporation of a maintenance management scheduling system that includes preventative and corrective maintenance, inventory control and equipment repair history. Provide an anticipated annual cost for spare parts for the upcoming year to the City.
11. Maintain a clean and organized physical appearance of the facilities and grounds.
12. Serve as the City's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies. Attend "start up" of new equipment and provide the City with a written "punch list" of items observed to be not in accordance with the City's standards.
13. Manage the City's Industrial Pretreatment Program in accordance with the

NPDES Permit and other regulatory controls.

14. Provide additional management, technical, administrative and other professional services to augment system facility personnel when required.
15. Comply with all Local, State, and Federal regulations.
16. Provide the City with a monthly and an annual report containing a summary of the monthly and yearly activity.

IV. PRICE PROPOSAL

The price proposal should be in a separate sealed envelope labeled as "Price Proposal". It must include the following components:

A. FOR THE FIRST YEAR OF THE CONTRACT FOR SERVICES:

1. Projected level of effort including staff hours that are expected to perform the activities required to operate and maintain the facilities and annual compensation for the labor.
2. Annual expenses related to equipment such as vehicles provided by the Firm.
3. An annual cost for routine supplies and material such as grease, oil, and paint provided by the Firm and method of cost recovery.

B. OTHER SERVICES

1. Provide basis of cost related to providing other personnel for requested services under the proposal not covered by the above annual cost.
2. Provide basis for compensation for work in response to emergency calls, complaints, and other requested services provided.
3. Provide the method of cost adjustment proposed for future years of the contract.

V. FIRMS RESPONSIBILITIES

1. Provide at the City's request, a performance bond for the value of the first year of

the proposed contract at no cost to the City.

2. Assume all cost for any fines or penalties levied against the City for improper operation of the plants and lift stations by the Firm.
3. Provide insurance coverage for the General and Public Liability, Property Damage, and Workman's Compensation insurance per requirements of the State of Michigan.
4. Operate and maintain the facilities in a manner to maintain compliance with all regulatory requirements.

VI. CITY'S RESPONSIBILITIES

1. Appropriate Fire and Liability Insurance coverage for buildings, equipment, and structures.
2. Access to all facilities associated with the projects operation.
3. Operation and maintenance of the water distribution system, cross-connection program, wastewater and storm water collection systems with the exception of the lift stations.
4. Use of small equipment and some tools currently owned by the City associated with the project operation.
5. Provide the Firm access to historical utility operational and maintenance records.
6. Telephone, electrical, and natural gas service, chemicals required for process operations, and spare parts.
7. Obtain and maintain easements, licenses, permits, and warranties.
8. The City shall designate an individual to act as liaison with the Firm in connection with the performance of services under this proposal.

VII. EVALUATION OF PROPOSALS

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the selection:

1. Qualifications of firm. The number of similar plants (oxidation ditch) operated, the qualifications of the personnel proposed to operate Milan's

facilities and the references provided.

2. **Work Plan.** The firm's understanding of the scope of work and their approach to perform the work.
3. **Price.** The City of Milan reserves the right to negotiate a final project price and scope that provides the greatest value in regards to the cost versus services provided.

AGENDA 7-26-10

ITEM L-3

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: July 26, 2010
Re: "Transition" Contract Option for Utility Superintendent

At the June 14, 2010 Work Session Council discussed transition options for the position of Utility Superintendent. Council asked that I pursue the possibility of contracting for the service. We discussed a six-month contract with one 6-month extension to provide supervisory services that are needed as well as analysis of operations to determine proper staffing levels, recommend treatment technique improvements, as well as other cost savings opportunities.

I am recommending a contractual arrangement as opposed to adding the position to the village payroll. This will allow us to avoid payroll costs and future employee/employer relationship issues. The contract will require that insurance both liability and workers compensation be provided by the Contractor. I am also recommending that we remain flexible in terms of insurance and workers compensation if we find an individual respondent fits our needs. An individual may have difficulty securing workers compensation and insurance coverage.

Attached for your review is a DRAFT of an invitation to submit proposals. I am looking for feedback on this proposal with the goal of publishing the RFP Notice on August 5, 2010. The deadline for proposals to be returned is August 27th with services to potentially start by the end of September 2010.

Ed Lobdell attended a MERS meeting to finalize his retirement paperwork. He was informed that MERS rules will not allow him to work for the village for 30 days after he retires. He can work for anyone else the day after he retires, except the Village.

Also attached is the Water and Wastewater license requirements matrix.



VILLAGE OF DEXTER

INVITATION TO SUBMIT PROPOSALS

ADMINISTRATIVE PUBLIC WORKS SIX-MONTH CONTRACT POSITION

PROPOSAL TITLE:

PROPOSAL DUE DATE: Friday, August 27th, 2010 by 5:00 p.m.

ISSUING AGENCY INFORMATION

ISSUED BY: Donna Dettling, Village Manager

ISSUE DATE: 7-27-10
Published: 8-5-10

Village of Dexter
Village Manager
Donna Dettling
8140 Main Street (mailing)
8123 Main Street (drop off)
Dexter, MI 48130

Phone: (734) 426-8303 ext. 11
Fax: (734) 426-5614

Website: www.villageofdexter.org

INSTRUCTIONS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR PROPOSAL AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION" ON OR BEFORE FRIDAY, AUGUST 27th, 2010.

Alternates: Vendors may submit alternates (a proposal on services other than specified). Proposals must be clearly identified as "Primary" and "Alternate".

CONTRACTORS MUST COMPLETE THE FOLLOWING

PAYMENT TERMS:

NAME/ADDRESS/CERTIFICATIONS:

AUTHORIZED SIGNATORY (print and sign in ink):

PHONE #:

FAX #:

EMAIL ADDRESS AND WEBSITE:

IMPORTANT: SEE STANDARDS AND TERMS

STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The Village reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the Village. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Village, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Village's solicitation document and a vendor's response, the language contained in the Village's original solicitation document will prevail.

PROJECT ADMINISTRATOR: The Project Administrator is the sole point of contact for this procurement. All communication between prospective bidders and the Village upon receipt of this RFP shall be with the Project Administrator, as follows:

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130

Telephone: (734)426-8303

E-mail: ddettling@villageofdexter.org

Prospective bidders are to rely on written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the Village.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Village of Dexter. Any Company submitting a proposal that is granted an interview will be required to interview the individual from the Company that will be assigned to provide the services under the contract.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Village of Dexter.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for this request for proposals.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the Village, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Village, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

MOST FAVORABLE TERMS: The Village reserves the right to make an award with or without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent could propose. The Village reserves the right to contact a respondent for clarification of its proposal.

The respondent should be prepared to accept the RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the Respondent's entire proposal.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Village is allowed 30 days to pay such invoices.

TAX EXEMPTION: The Village of Dexter is tax exempt (#38-6004671).

TERM, PROBATION AND EVALUATION: The contract will be for a term of 6-months with one 6-month extension. During the initial 6-month term, the contractor will serve a 90 day probation period, to evaluate suitability of the arrangement, immediate termination of the contract will occur on the 90th day if the arrangement is not to the satisfaction of the Village Manager. Weekly update meetings with the Village Manager will be required for the duration of the contract as well as monthly reports to Council.

TERMINATION OF CONTRACT: Unless otherwise stated, and on the recommendation of the Village Manager, the Village may, terminate the contract at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Village of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the Village of Dexter. Neither the Contractor nor its employees are employees of the Village. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Village, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

INSURANCE REQUIREMENTS – BID/PROPOSAL

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Village of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the Village, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverages shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The Village, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with limits of not less than \$300,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The Village must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the Village immediately, and no less than 30 days, of any material change in insurance coverage, such as

changes in limits, coverage, change in status of policy, etc. The Village reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the Village of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: The Hold Harmless statement of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

ADMINISTRATIVE PUBLIC WORKS CONTRACT POSITION PROJECT SCOPE

Objective:

The Village of Dexter, hereafter called "Village" initiated this Request for Proposals (RFP) to solicit proposals from experienced and knowledgeable firms or individuals capable of overseeing the operation and maintenance of water and wastewater operations as well as all street department operations. In addition to supervisory responsibilities the contractor will evaluate all operations and make recommendations to improve efficiency. The Contractor will be selected after an evaluation of a number of factors, including but not limited to, quality of the submittal, qualifications, experience, references, and cost. Reference checks and Interviews will be conducted.

Typical Duties and Expectations

JOB SUMMARY: The contractor is responsible for supervision, administrative and technical work involved in planning and directing activities in the areas of construction, maintenance and cleaning of streets, sidewalks and drainage, the maintenance and repair of Village property, and vehicle maintenance. The contractor is responsible for supervision, administration and technical work involved in the planning and directing of activities in the areas of water and wastewater treatment operations, as well as the sanitary sewer collection and water distribution systems of the Village.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Water/Wastewater/Storm Water:

- Responsible for the efficient operation and maintenance of the water and wastewater treatment systems, storm water system and related equipment including budgetary and personnel matters
- Supervises and assists with emergency situations and repairs
- Supervises meter reading, repairs, replacement and sealing
- Keeps current on professional developments and technological advances in water, wastewater treatment, and storm water management through continued education and professional growth

Public Works Administration:

- Responsible for the efficient operation and maintenance of the public works operations including budgetary and personnel matters
- Supervises public works operations including maintenance of streets, parks, buildings and grounds and solid waste
- Keeps current on professional developments and technological advances in street and grounds maintenance and repair through continued education and professional growth

Development / Capital Project Review

- Make recommendations on Capital Improvement needs of the department.
- Reviews developers' plans to ensure compliance with Village regulations
- Works closely with the village engineers and planning department during the planning and construction stages of development projects, capital improvements, and other projects.

Other duties as assigned, including but not limited to:

- Evaluate all operations and make recommendations to improve efficiency.
- Submits to Village Manager and Village Council a monthly report in which a summary of the activities of all departments is presented.
- Attend Council meetings monthly to review monthly reports and provide an update on operational evaluation.
- Performs research and makes recommendations on a variety of projects as directed by the Village Manager.
- Work with State of Michigan DNRE representatives and respond to citizen inquiries.

KNOWLEDGE REQUIRED:

- Knowledge of Michigan Department of Environmental Quality regulations
- Skill in reviewing site plans
- Skill in utilizing a personal computer and various applications
- Skill in supervision, leadership and employee motivation skills
- Skill in oral and written communication

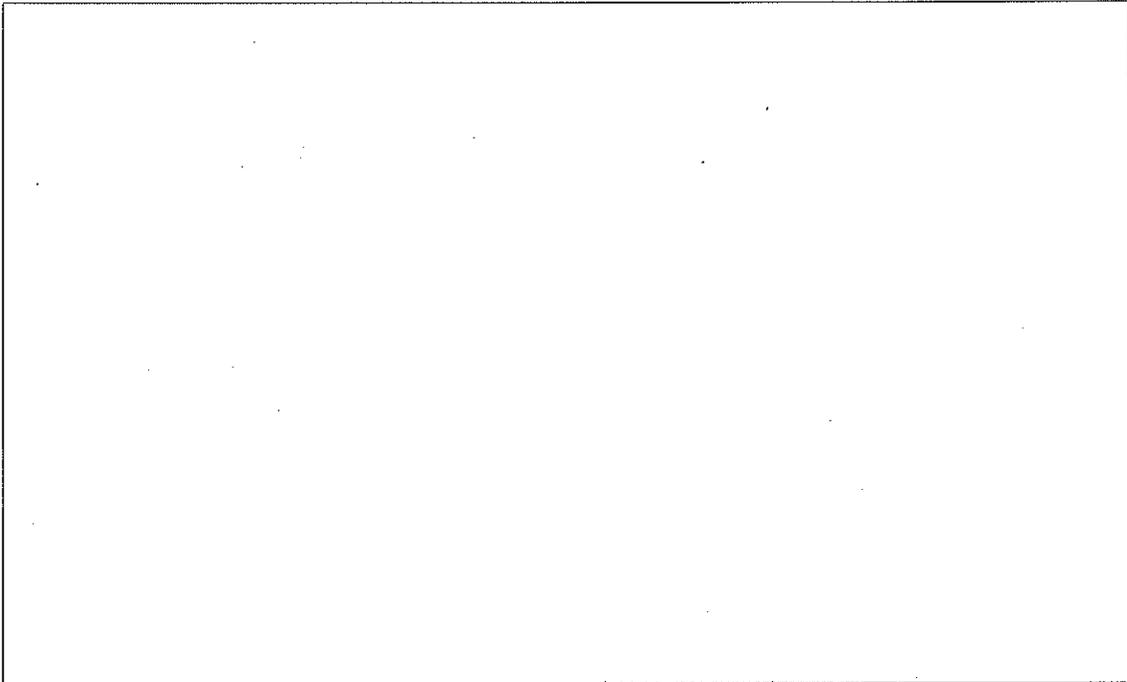
MINIMUM QUALIFICATIONS:

1. Possess a Wastewater Treatment B License and a Water Treatment D3 License. The village may consider other license requirements dependent on approval from Michigan Department of Natural Resources and Environment.
2. Prefer 10 years experience in operating a Water Treatment Facility and a Wastewater Treatment Facility, including supervisory experience.

3. Advanced knowledge of principles and practices of organization, administration and personnel management and leadership, particularly as applied to the analysis and evaluation of programs, policies and public works operation needs.
4. Possess general knowledge of civil and traffic engineering.
5. Graduation from a four-year college or university with a degree in engineering, public administration, management or a closely related field.
6. At the Village's discretion a combination of education and experience may substitute for the required education and experience.

PLEASE PROVIDE SUPERVISOR QUALIFICATIONS AND EXPERIENCE PERFORMING SUCH WORK:	
THREE REFERENCES ARE REQUESTED, INCLUDE PHONE NUMBERS:	
LIST PROPOSAL CONTINGENCIES/CONDITIONS:	
TOTAL PRICE:	
START DATE:	END DATE:
TERMS:	
FIRM FOR:	F.O.B VILLAGE OF DEXTER

PLEASE PROVIDE LIST OF SPECIFIC INCLUSIONS/EXCLUSIONS FROM PROPOSAL PROVIDE ATTACHED IF NECESSARY. LIST REASONS FOR RECOMMENDATION.
--



HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the Village of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

Signature

Date

Village of Dexter Water/Wastewater License Requirements

	Water Distribution - S3 Required			Water Treatment - D3 Required			Wastewater Treatment - B Required			
	S3	S4	S5	D3	D4	D5	B	C	D	
Ed	X	X	X	X	X	X				
Andrea				X	X	X	X	X	X	
Dan		X	X							
Larry	X	X	X							
Keith										
Doug										

