

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Candy4Kids
4. Letter from Comcast
5. Holiday Hustle

Page # 7-15

I. REPORTS:

1. Community Development Manager – Allison Bishop

Page #17-25

2. Treasurer/Finance Directory – Marie Sherry
First Quarter Report

Page # 27-36

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

4. Subcommittee Reports

Downtown Fire Detection

Economic Preparedness – Jim Smith/Donna Fisher Page #37

Facilities

Website

5. Village Manager Report

Page # 39-49

6. President's Report

Page # 51-85

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: \$ 597,195.00
Page # 87-93
2. Consideration of: 2011 Meeting Calendar
3. Consideration of: Appointment of Matt McCormack to the Arts, Culture & Heritage Committee
4. Consideration of: Dexter Lion's Club request to display four (4) signs in the Village from November 26 to December 30

Page # 95-99

K. OLD BUSINESS- Consideration and Discussion of:

L. NEW BUSINESS- Consideration and Discussion of:

1. Discussion of: Policy Direction on Michigan Medical Marihuana Law of 2008
Page # 101-119
2. Consideration of: 2010-2011 Budget Amendments
Page# 121-125
3. Discussion of: Update on Tetra Tech Activities
Page#127-140

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

www.villageofdexter.org

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, OCTOBER 11, 2010

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 PM by President Keough in the Dexter Senior Center located at 7720 Ann Arbor Street 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 – September 27, 2010

Motion Smith; support Fisher to approve the minutes of the Regular Council Meeting of September 27, 2010.

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Semifero; support Fisher to approve the agenda with the following changes:
 Addition of the 2010 Temporary Sign Requests under the Consent Agenda, the Fee Schedule under item K-3, and a letter from the Dexter Kiwanis Club about the Annual Halloween Party
 Change item L-3, Additional Follow-up on Alpine/Main Sidewalk/Crossing from a discussion item to a consideration item

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

Mike Cavanaugh of 6323 Bridgeway Drive, Dexter thanked Council for considering him for an appointment to the Parks and Recreation Commission.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Dexter Area Historical Society Newsletter
3. GLITR Award Notification for Recellular
4. Letter from Dexter Kiwanis Club

I. REPORTS

1. Washtenaw County Sheriff's Office – Sgt. Beth Gieske

Sgt. Gieske reported on the following: a) have been working on property crimes in Dexter Township and Webster Township which are now in court; b) have been working with the Dexter Schools on the new busing routes and procedures and will be continuing to work on this; c) thanked the Village and DPW for help with the Homecoming Parade and Main Street was only shut down for 15 minutes for the parade; and d) announced that Shop with a Cop will take place on December 8 this year and asked if anyone knew of children who would benefit in participating.

2. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet. In addition Ms. Bishop reported on the following: a) the meeting went well on the Westside Connector/Border to Border Trail; b) meeting on the Mill Creek Park also went well and may request an extension for permit, wetland delineation was pretty much agreed upon; c) asked for feedback on Medical Marijuana and discussion followed on Council's thoughts and directives on the issue; d) mentioned the proposed ordinance on Complete Streets; e) reported that the invoice has been sent to the United Methodist Retirement Community for the tree replacement fund; and f) will be meeting with Blackhawk Development regarding the open basement issue at Dexter Crossings.

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

Huron River Watershed Council Representative – Paul Cousins

Mr. Cousins thanked those who attended Suds on the River last month and the event was well attended. Mr. Cousins mentioned the inclusion of two items in the meeting packet and that the Watershed Council is doing well financially because of grants.

4. Subcommittee Reports

Website - None

Downtown Fire Detection - None

Economic Preparedness – Postponed until the next Council Meeting

5. Village Manager/Assistant Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal updates: a) Thomson Reuters have adopted Baker Road and did a cleanup on the entire distance this past Wednesday; b) staff met on

October 7 on the Capital Improvement Plan and the plan is in progress; c) introduced Blair Selover from Tetra Tech, he has begun as of today and will need a budget amendment to authorize payment for his services; d) the County Sheriff's Forum will be held on Wednesday, November 10 at the Dexter Library; and e) Ms. Nicholls made mention of needing signatures in order to re-submit the Cityhood petition.

6. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough addressed Council on the issue of conflict of interest that was discussed at the previous meeting.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$211,304.49
2. Consideration of: Recommendation from President Keough to appoint Randy Willis to the vacant DDA Board position
3. Consideration of: Recommendation from President Keough to appoint Mike Cavanaugh to the Parks & Recreation Board seat vacated by Alan Green
4. Consideration of: Request from the Dexter American Legion Auxiliary to place five (5) signs in the right-of-way from October 30 to November 14
5. Consideration of: Arbor Day Proclamation

Motion Fisher; support Smith to approve items 1, 2, 3, 4 and 5 of the consent agenda.

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Facilities Next Steps – Suggestion to continue research and investigation of facility needs in Facility Subcommittee

General consensus to move to the Facility Subcommittee.

2. Consideration of: Recommendation from Planning Commission to adopt amendments to Article 2, Definitions, Community Special Event Sign, Institutional Signs, Kennel and Zoning Act, of the Village of Dexter Zoning Ordinance

Motion Fisher; support Semifero per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text, the Planning Commission recommendation on October 4,

2010, the Village Council approves the amendments to Article 2, Definitions to clarify the definitions of signs, kennels and zoning act to conform to other ordinance amendments and legislative changes.

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

Nays: None

Motion carries

3. Consideration of: General Code Amendments – Chapter 10, Article I and II and the Fee Schedule

Previous Meeting Motions:

Motion Semifero; support Fisher to approve the General Code Amendment – Chapter 10, Article I and II.

Motion Cousins; support Carson to postpone approval of the General Code Amendment until the September 27, 2010 meeting.

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

Nays: None

Motion carries

Motion Smith; support Carson to postpone approval of the fee schedule amendment until September 27, 2010 meeting.

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

Nays: None

Motion carries

Motion Carson; support Smith to postpone action on the General Code Amendments – Chapter 10, Article I and II and the Fee Schedule until further review by the Planning Commission is completed.

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

Nays: None

Motion carries

Original Motion

Motion Semifero; support Fisher to approve the General Code Amendment – Chapter 10, Article I and II.

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

Nays: Smith

Motion carries 6 – 1

Motion Fisher; support Cousins to approve the Fee Schedule as presented.

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

Nays: None

Motion carries

4. Consideration of: Recommendation from Planning Commission to adopt amendments to Article 7, Sign, General Conditions, Ground Signs, Temporary Signs, Signs in the Right of Way, and

Permits and Applications, of the Village of Dexter Zoning Ordinance.

Motion Cousins; support Semifero per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Planning Commission's recommendation, the Village Council approves the proposed amendments to Article 7, Signs due to factors deemed appropriate by the Planning Commission and Zoning Board of Appeals and to promote the implementation of the goals and objectives of the Master Plan.

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

At 9:06 p.m. a recess was taken and the meeting re-convened at 9:11 p.m.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Discussion of: Sidewalk connection from Cedars of Dexter to the Westridge Subdivision

Discussion was held regarding the sidewalk connection, to include this in the border to border project, meet with the Washtenaw County Road Commission, and also to discuss the connection possibilities with Cedars residents. Staff has Council's support to look at the options available.

2. Consideration of: Recommendation from Labor Negotiation Team to pay \$31,335 to the Village Municipal Employee's Retirement System Pension account to bring the Village's funding liability to 80%.

Motion Smith; support Fisher to approve the recommendation from the Labor Negotiation Team to pay \$31,335 to the Village Municipal Employee's Retirement System Pension account to bring the Village's funding liability to 80%.

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

3. Consideration of: Additional Follow-up on Alpine/Main Sidewalk/Crosswalk project and sidewalk replacement project

Motion Cousins; support Carson to follow-up on the Alpine/Main Sidewalk/Crosswalk project and sidewalk repair as recommended by staff at a cost of \$10,000.

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

M. COUNCIL COMMENTS

Cousins	None
Tell	None
Fisher	Mentioned receiving a thank you on behalf of the Village for participation in the event to honor Henry Thurston.
Jones	Have tickets for the annual St. Andrew's Sauerkraut Supper on October 21.
Smith	Thanked Ms. Jones and Mr. Semifero for participating in the Historical Tour of Forest Lawn Cemetery on October 2.
Semifero	None
Carson	Chelsea Area Planning Team/Dexter Area Regional Team will meet on October 18 at Lima Township Hall to discuss the access plan. The new street sweeper is "awesome"!

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Smith; support Fisher to adjourn at 9:43 PM.

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
Dexter Area Fire Board	10/21/2010	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Downtown Development Authority	10/21/2010	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Healthy Community Steering Committee	10/21/2010	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Village Council	10/25/2010	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	10/25/2010	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Board	10/26/2010	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	10/26/2010	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Southeast Michigan Council of Governments	10/28/2010	4:30 p.m.	Lovett Hall, The Henry Ford	http://www.semco.org	Shawn Keough
Huron River Watershed Council	10/28/2010	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	http://www.hrwc.org/	Paul Cousins
Dexter District Library Board	11/1/2010	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	11/1/2010	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Economic Preparedness Committee	11/2/2010	3:00 p.m.	Village Offices	http://www.villageofdexter.org	Jim Smith/Donna Fisher
Dexter Village Arts, Culture & Heritage Committee	11/2/2010	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Paul Cousins
Washtenaw County Board of Commissioners	11/3/2010	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Washtenaw Area Transportation Study- Technical	11/3/2010	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronovelt
Police Services Steering Committee	11/4/2010	4:00 p.m.	County Offices - Zeeb Rd	http://www.ewashtenaw.org/government/departments/pssc	
Dexter Area Historical Society	11/4/2010	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Scio Township Downtown Development Authority	11/8/2010	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Village Council	11/8/2010	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	11/8/2010	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 10-25-10
 ITEM H-1

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

2010 Temporary Sign Requests

AGENDA 10-25-10

ITEM

H-2

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. St. Andrews - Rummage Sale	1-12	2 - 36" x 24" 6 - 18" x 24"	5/24/2010	2,10,8,5,22,29, 30
February Knights of Columbus - Rummage Sale	Jan 26-7	6 - 18" x 24"	1/25/2010	1,2,5,6,10,11 1,4,16,17,18 19(2), 20(2)	Friends of the Library - Book Sale Community Orchestra - Concert	3-5 8-18	9 - 18" x 24" 3 - 3' x 4'	12/14/2009 3/8/2010	1,4,16,17,18 19(2), 20(2) 4,5,9
Friends of the Library - Book Sale	4-6	9 - 18" x 24" 2 sandwich 3 directional	12/14/2009	1,4,16,17,18 19(2), 20(2)	Relay for Life	19-27	5 - 18" x 24"	6/14/2010	1, 2, 4, 5, 10
Encore Theatre - Intermittent Community Band - Concert	4-21 17-28	4 - 2' x 4'	11/23/2009 2/8/2010	15,16 2,3,4,5	Boy Scouts - Rummage Sale St. Josephs - Summer Festival	23-26 June 28-19	3 - 4' x 5' 1 - 4' x 4'	5/10/2010 6/28/2010	1,10,7 5
March Community Orchestra - Concert	Feb 24 - 7	4 - 3' x 4'	12/28/2009	2,4,5,9	August Alpha Coney - Cancer Fundraiser	July 27-3	5 - 18" x 24"	7/26/2010	1,4,21,7,2
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 - Ice Cream Social	July 26-5	2 - 36" x 24" 3 - 18" x 24"	7/12/2010	1, 2, 6, 8, 10
Knights of Columbus - Fish Fry	9-26	5 - 18" x 24"	3/8/2010	1,5,6,7,10	Encore Theatre - Intermittent Dexter Daze	July 19-22 July 30-15	2 sandwich 3 directional 5 - 18" x 24"	11/23/2009 5/24/2010	15,16 5,2,10,4,1 1,4,16,17,18 19(2), 20(2)
April Friends of the Library - Book Sale	1-3	9 - 18" x 24" 2 sandwich 3 directional	12/14/2009	1,4,16,17,18 19(2), 20(2)	Friends of the Library - Book Sale Lion's Club Leos - Senior Center Fundraiser	12-14 14-28	9 - 18" x 24" 5 - 24" x 14"	12/14/2009 7/26/2010	4,34,1,35,10
Encore Theatre - Intermittent St. Andrews - Dinner	March 15-18 4-8	1 - 24" x 36" 1 - 4' x 8'	11/23/2009 3/22/2010	15,16 8	September St. Andrews - Dinner Cub Scout Pack - Sign-up	4-8 14-15	1 - 24" x 36" 2 - 24" x 18" 3 - 24" x 36"	3/22/2010 9/13/2010	8 9, 34
Historical Society - Art Fair	4-17	6 - 28" x 25" 1 - 4' x 8'	2/8/2010	1,5,7,10,12,13	United Methodist - Rummage Sale	17-27	4 - 18" x 24"	3/22/2010	1,2,4,6,7,10,21
Dexter High Drama - Play	15-25	3 - 24" x 36" 4 - 18" x 24"	4/12/2010	3	St. Andrews - Blood Drive Dexter Lions Club - Apple Daze Knights of Columbus	20-27 Sept 28 - 2 Sept 20-3	2 - 28" x 22" 5 - 18" x 24" 4 - 18" x 24"	4/12/2010 9/13/2010 9/13/2010	8, 22 5, 36, 6, 1, 34 2, 6, 7, 21
United Methodist - Rummage Sale Community Band - Concert St. Andrews - Blood Drive	17-26 14-25 19-26	2 - 28" x 22"	4/12/2010	8, 22	Friends of the Library - Book Sale Home Builders Association	Sept 30 - 2 1-3	9 - 18" x 24" 1 - 18" x 24"	12/14/2009 10/1/2010	19(2), 20(2) 1
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" 2 - 36" x 24"	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 - Annual Supper Showcase of Homes Community Orchestra - Concert	7-21 8-10 14-24	3 - 18" x 24" 1 - 18" x 24" 4 - 3' x 4'	9/13/2010 10/1/2010 9/27/2010	1, 2, 6, 8, 10 1 2,4,5,9
St. Andrews - Dinner Community Orchestra - Concert ACH - Songs, Slams, Smores Dexter Lions - White Cane Week	2-6 12-23 22 28-29	1 - 24" x 36" 4 - 3' x 4' 1 - 3' x 2' 5 - 16" x 30"	3/22/2010 12/28/2009 5/10/2010 4/26/2010	8 2,4,5,9 26 23,24,25,10,16	St. Andrews - Dinner	Oct 31 - 4	1 - 24" x 36"	3/22/2010	8
Dexter Garden Club - Garden Walk Community Garden Dexter Chamber - Summer Music	May 25-5 May 25 - 15 May 21-7	5 - 24" x 36" 2 - 18" x 24" 1 - 8' x 3'	5/24/2010 5/24/2010 5/10/2010	1,9,2,33,28 31 1	Friends of the Library - Book Sale St. Andrews - Dinner	4-6 Nov 28 - 2	9 - 18" x 24" 1 - 24" x 36"	12/14/2009 3/22/2010	1,4,16,17,18 19(2), 20(2) 8
Encore Theatre - Intermittent	May 17-20	2 sandwich 3 directional	11/23/2009	15,16	Community Band - Concert	1-12	4 - 2' x 4'	9/27/2010	2,3,4,5
Dexter Soccer Club	May 28 - 12	5 - 18" x 24"	5/24/2010	10,4,5,11,32	Friends of the Library - Book Sale Community Orchestra - Concert	2-4 9-19	9 - 18" x 24" 4 - 3' x 4'	12/14/2009 9/27/2010	1,4,16,17,18 19(2), 20(2) 2,4,5,9

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 - Comerstone, 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 - Warner Creek Park Drive, 27 - Dexter Flowers, 28 - Terry B's, 29 - 7785 Ann Arbor St, 30 - Broad/Fifth, 21 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33 - Lions Park, 34 - Lions Park, 35 - Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor

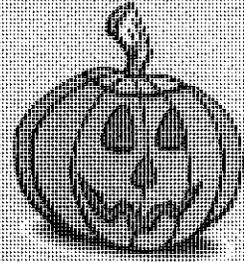
**The Senior Center had signage approved on March 8 however they have informed the Village that they will not be putting out the sign.

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

** Connexions Church received permission to place 4 signs on Sunday mornings through 2010 in locations - 1,5,36,21

AGENDA 10-25-10

ITEM H-3



This is our 2nd annual Candy 4 Kids event. We are asking for candy to be donated so our Deputies can go to the children's hospital and pass treats to those that cannot participate in Halloween. Please help us put a smile on their face.



Washtenaw County Sheriff's Office

Please donate any new/sealed candies to any of our substations prior to October 30th

Contact person: Deputy Ray Yee @ 734-973-4552 or yeer@ewashtenaw.org



AGENDA 10-25-10
ITEM H-4

October 14, 2010

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

Dear Ms. Dettling:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup effective December 14, 2010. Customers will be notified of these changes via bill message.

We are pleased to announce that Ovation will be added to Digital Preferred channel 124. Also, RAI International (programming from Italy) will be added to our premium services offerings on channel 679.

Additionally, due to changes in business costs, the following one-time charges will be adjusted effective January 1, 2011: Customer Service Call will increase from \$50.00 to \$60.00 & Other Install (no home visit required) will increase from \$2.99 to \$3.99.

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

Sincerely,

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

Holiday Hustle

5K
1 Mile

12-4-10 • Detroit, Michigan

www.runholiday5k.com

Naughty or nice, walkers or runners breathe in the December night air, BURN A FEW HOLIDAY CALORIES and give back to others. A charity event, \$5 of the entry fee will go to Think Dexter First they will distribute the money to local charities.

Join Running Fit's Holiday Hustle by sponsoring this exciting event. Donate cash or in-kind product and you get:

\$1,000 Sponsorship

- Name and logo on runholiday5k.com banner—all of 2011
- Logo on back of race shirts (about 1,000 runners)
- Free display space at the event
- Name and logo on runningfit.com
- Ad in Running Fit's midweek newsletter—goes to 44,000 readers
- Five free entries to the event
- Your coupon/bent in race packet

\$500 Sponsorship

- Logo on runholiday5k.com site
- Logo on back of race shirts (about 1,000 runners)
- Free display space at event
- Logo on Running Fit's midweek newsletter goes to 44,000 readers
- Two free entries into the event

\$250 Sponsorship

- Logo on runholiday5k.com
- Logo on back of race shirts (about 1,000 runners)
- Free display space at event



RUNNING FIT

5700 Jackson Road, Ann Arbor, MI 48103

For more information call, 248-761-3494 or email peril@runningfit.com





Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Report
Date: October 19, 2010

Enforcement – Open Basements

Victoria Condos - Staff, the Village's attorney and President Keough met with representatives from Blackhawk Development regarding the open condominium basements. The proposal from Blackhawk Development was to fill in the basements, completely cover the foundation and reestablish grass over the next 6 months. The plan includes filling in the basements, allowing the fill to compact over the winter and then adding any additional fill and seeding the basements in the spring. The work also includes properly extending and capping water and sewer connections and maintaining the property in the future. Village representatives at the meeting support this alternative as a way to abate the nuisance violation. Please let staff know if there is not support for this plan. A formal court hearing has been scheduled for November 15th, however if the alternative is acceptable staff will work through the abatement proceedings with Blackhawk and cancel the hearing.

Westridge – Staff received an email from Hazel Ravine stating that they are obtaining quotes to remove the basement at Lot 62. A contractor for Hazel Ravine has contacted the Village and has stated that they plan to proceed with removal of the basement within the next month. A formal court hearing has been requested and set for November 29, 2010 if there is not compliance by then.

Mill Creek Park

The Village expects to receive comments from James Sallee, MDNRE, by October 22nd. Following receipt of the comments the Village consultants will respond and determine whether or not to request an extension or a withdraw of the application.

Complete Street Ordinance

On November 1st the Planning Commission will review the proposed Complete Streets ordinance/policy provided to Council at the last meeting. Council will likely be requested to set a public hearing in November.

1st Quarter Report

Attached is the first quarter report.

Parks and Recreation Report

Ice Rink – The PaRC has recommended that fencing be purchased for use around the perimeter of the ice rink to improve access, safety, closure and aesthetics. The recommendation along with a request for approval of the budgeted expenditure will be before Council at the next meeting.

Parks Programming - The PaRC has decided to proceed with some of the following projects over the next few years to help promote the Village's parks, work with sponsors to host events such as Wine Trail, educational series/workshops, boating expos, Fly Fishing Expos. The PaRC will move forward with hosting an Easter Egg Hunt this spring and adding geocaching to Village parks.

Electronic Packets – The PaRC committed to receiving their packets electronically to help with the greening of the Village.

Connecting Communities – I am working with the County to determine the Village's 2011 Connecting Communities application for the Warrior Creek/Farmers Market steps, or to determine if the County plans to make the steps project part of the B2B project.

Westside Connector (County B2B) – The County is preparing to bid the Warrior Creek Trail and Bridge Project this fall. The MDNRE permit has not been received; however the County is planning for construction of the bridge this winter and the trail this spring.

Subdivision Connector – Staff is working with the HOA to set a meeting where the subdivision connection to Westridge can be presented to the neighborhood and a vote can be taken to grant the Village the necessary easements.

Signage – The PaRC moved to purchase a stone and plaque sign to identify Lions Park and to replace the broken plaque in the Monument Park gazebo.

Zoning Board of Appeals

The ZBA will meet on November 15, 2010 to hear a variance request submitted by Vanston OBrien. The deviation is requested for parking within the side yard setback due to the increased need for additional parking to accommodate a new tenant and buffer width due to the parking.

LaFontaine Chevrolet

The LaFontaine Chevrolet site plan has been submitted and will be before the Planning Commission on November 1, 2010. The site plan review committee meeting will discuss the plan on October 27th at 5 pm.

Rotary Tree Planting

On Saturday October 16th the Dexter Rotary planted trees in the vicinity of Central and Fifth Street as a community service project. Photographs of the community service project, along with a thank you have been posted on the Village's Facebook Page.

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

Thank you.



MEMORANDUM

TO: Village Council / Planning Commission
Donna Dettling, Village Manager
FROM: Allison Bishop, AICP, Community Development Manager
SUBJECT: 1st Quarter Board and Commission Update FY 10-11
DATE: October 13, 2010

Attached you will find the FY 10-11 1st 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)

Westside Connector – Scope approved by Village Council is being executed by URS. Staff walked site with Westridge HOA Board to observe staked proposed trail alignment. Village to work with HOA on obtaining an easement prior to proceeding further with project to assure support. Property must have a permanent public easement given the Village's intent to use STPU – Federal Funding.

Mill Creek Park –

Design and development documents were started. The MDNRE Part 303 (Wetland and Floodplain) Permit was submitted June 22, 2010. Construction anticipated spring 2011. MDNRE Permit response expected by October 22, 2010, Village will determine whether to request extension or withdraw permit request to allow time for additional information gathering.

Ice Rink – Preparation for 2010 Monument Park ice rink has started.

Programming and Marketing – The PaRC is considering how to market and publicize the Village's parks. The Village's parks have been listed as one of our best assets and the PaRC would like to capitalize.

Partners in Prosperity – Attended a workshop in Chelsea on the importance of linking commerce, conservation and our communities. Received a lot of valuable information on asset promotion/cross promotion, economic development, tourism, public art, and good design principles.

Tree Replacement Restricted Account Policy – Policy was amended to permit appeals and for funds to be used for tree removal when a tree would be replaced.

Planning Commission

Zoning Ordinance -
Article 2, Definitions and Article 7, Sign amendments were under consideration.

General Code Amendments –
Chapter 10 - Dog and Animal Ordinances were under consideration.

Border to Border – The County B2B Plan was approved by Planning Commission.

Mill Creek Park – The preliminary plans were provided for Planning Commission review.

Medical Marihuana – The Planning Commission started review of the Michigan Medical Marihuana Law of 2008. The Village Council passed a 120 day moratorium on the use of structures and buildings for medical marihuana on August 23, 2010.

Tree Board

Tree City USA – 2010 Application for Tree City USA status was made. Application for 3rd year designation as a Tree City.

Tree Replacement Policy – Participated in amendment to policy.

Other

FACEBOOK –Over 450 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 other useful information. Future plans are to collaborate more closely with the Dexter Community Schools, Chamber of Commerce and Think Dexter First.

Baker Road Storm Project – Permit being completed and coordination with the school (property owner) started. Project completion not anticipated until the spring.

Scio Township Trail Planning Team – The committee's final report was completed and accepted this August.

Downtown Fire Subcommittee – Committee met once this quarter.

DAPCO Redevelopment Subcommittee – Appointed to committee – two meetings have been held.

Newsletter – Contributed to the newsletter, Wellhead Protection, parks, trees, environmental education, other.

Wellhead Protection – Coordinating ¼ ly Wellhead Protection meetings and grant requirements based on grant funding received. Grant closed out and village received 100% reimbursement.

Education

Partnerships in Prosperity – Attended as part of Village Team.

Medical Marihuana – Attended MML workshop and hosted Village Council/Planning Commission Medical Marihuana Workshop.

MAP – Michigan Association of Planning Annual Conference – September 20-22.

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

Village of Dexter
1st Quarter Update 2010-11
July 1, 2010 – September 30, 2010

Dexter Crossing – Blackhawk Development / Signature Home Traditions

NO NEW ACTIVITY

Victoria Condominiums

Preliminary Zoning Compliance	1*
Final Zoning Compliance	0
Units Not Sold (Total Units)	106(114)
Single Family Homes Final Zoning Compliance	0

CONDOS

- * Permit has been reopened for the existing open basement. Not a new permit.
- 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.
- Nuisance Violation for open basement being pursued.

SINGLE FAMILY

- 8 vacant single-family home sites remain in Dexter Crossing under BHD control.
- The roads within Phases 1-5A were milled and resurfaced – October 2009

COMMERCIAL

- Dexter Pharmacy, Pack N Mail Plus, Movie Planet and Frivolities have vacated the mall leaving occupancy at less than 40% (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 (ready for occupancy, not sold)	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 –Hazel Ravine Partnership, Peters Building Company and Robertson Brothers

Preliminary Zoning Compliance	1
Final Zoning Compliance	0
Units Remaining (ready for occupancy, not sold)	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. The Village has encouraged them to make contact with the HOA.
- Hazel Ravine Partnership controls 24 lots. Lot 62 is an open basement that the Village is currently pursuing enforcement action upon.

- Westridge of Dexter (Peters Building) controls 32 vacant lots. Construction has recently been completed on 3 new homes.
- HOA bylaws reviewed to assure for architectural compatibility. Materials must be compatible, no architectural requirements, only restricted materials.
- Staff has been in constant contact with the HOA regarding the subdivision connector portion of the County B2B.

Cedars of Dexter – UMRC / Gordon Hall Project

Preliminary Zoning Compliance	6
Final Zoning Compliance	6
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 was completed in October 2010. Tap fee has been paid.
- The developer has been invoiced for the tree contribution and payment is expected in October 2010.
- The tree contribution is \$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 was completed in September 2010 and the Pharmacy opened in October 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.
- Developer is currently working with the State to determine is additional economic development incentives are available to demo or start the project.

Wallace Building

- Final Zoning Compliance was issued for the project in October 2007.
- Absolute Fun (Lazer Planet) is currently finalizing the build-out.
- 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 October 12, 2010. The applicant has decided to let the site plan expire in lieu of revisions

that may be necessary to the site plan given the construction of the Dexter Pharmacy.

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

- LaFontaine Chevrolet Combined Site Plan

Other

- County Parks B2B and HCMA Trail
- Wellhead Protection Program – 100% reimbursement received, approx. \$3500
- OHM Update meetings
- Coordination of EQ Basin soil for Mill Creek Park; Soil Erosion inspections
- Scio Township Non-Motorized Trail Committee meetings; plan completion
- Village Facebook Page Maintenance; 543 fans
- Revise permits and procedures as necessary
- Newsletter contribution
- Tree City USA Application for 2010 submitted

Grants

- MNRTF-Michigan Natural Resources Trust Fund - \$450,000 (Project planning stage)
- Connecting Communities Initiative (CCI) – Application to be submitted December 2010
- Waterways Infrastructure - \$48,000 (Project planning stage)

**Village of Dexter
1st Quarter Report 2010-11
July 1 - September 30, 2010**

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

**Village of Dexter
1st Quarter Report 2010-11
July 1 - September 30, 2010**

1st Quarter Activity July 1 - September 30, 2010	10-11 YTD				06-07		2004		2003	
	1st Qtr. July-Sept	2nd Qtr. Oct-Dec	3rd Qtr. Jan-March	4th Qtr. April-June	Total	YTD	Total	YTD	Total	YTD
Freedom of Information Requests	0				0	1	1	1	1	8
Hawkers & Peddlers Permits	1				1	12	9	10	10	7
Requests for service/Correspondence	-				0	1	14	9	15	33
Resident/Merchant/Business Communic. Enforcement	10				10	92	6	24	48	38
Initial Notice	55				55	156	108	181	123	83
Second Notice	6				6	9	11	11	8	10
										155
										11
										20

- * General Code Amendment : PENDING, Animals, Dogs
- * Zoning Ordinance Amendment Pending: Article 7, Signs, Article 2, Definitions, Article 3, General Provisions, Medical Marihuana
- * Zoning Ordinance Amendments: Article 7, Temporary Signs
- * Site Plans : LaFontaine Chevrolet (September submittal)
- * Sign Permits: Dexter Pharmacy; Lazer Planet
- * Rezoning: None
- * Special Use Permits: None
- * Resolutions/Support : Arbor Day Proclamation pending
- * Enforcement :34 signs, 7 nuisance, 7 vehicles, 6 grass, 1 dogs
- * ZBA : none, Fence variance withdrawn
- * Modification requests: none

Revenue -
 Through September 30, 2010 Zoning Compliance Permits: \$950
 Site Plan Review Fees: \$0
 Misc. Planning/Zoning Fees: \$0

Through December 31, 2010

Through February 28, 2010

Through May 31, 2010

**Treasurer/Finance Director's Report to Council
Fiscal Year 2010/2011
First Quarter**

I am pleased to present you with the Treasurer/Finance Director's Report to Council for the First Quarter of Fiscal Year 2010/2011.

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

Collection of Village taxes has been largely completed. Reminder notices were sent out at the end of September.

Fiscal Year 2010/2011 Audit

Fieldwork for the audit commenced on October 18th. We should have the draft audit and management letter by mid-to-late November, with an exit interview scheduled for the first week in December. The audit is to be filed by mid-December.

Investments

Two significant investments were made in this quarter. First, a certificate of deposit (cd) was purchased through Multi-Bank Securities for the building reserve funds. The interest rate for this cd is 2%, which is very high for today's interest rate climate, and the term is for four years. If Council decides to use building reserves before the cd matures, there are sufficient funds in other areas to cover this, and the cd could be reclassified for general fund use.

The second investment was for the final bond payments on the Rural Development sewer and water loans. The loan documents set forth requirements for building up reserve balances for the final year's payments, and these requirements were met in fiscal year 2009/2010. Since the funds will not be needed until the end of the loan (over 30 years in the future) I have purchased a Federal Home Loans 10-year bond. The interest on this bond ranges from 2.25% to 8%.

Both the cd and the bond are callable, which means that the issuer can call in the investment on set dates, and we would get our principal and interest earned to that date returned to us.

On another note, you may have heard about the ponzi scheme being run by MuniVest Financial Group which defrauded several municipalities and school districts. The Village does not have any investments (or contact) with this firm. The Village currently uses two brokerage firms, Multi-Bank Securities and CSB Investments. Neither firm prepares its own monthly statements, as was done by MuniVest. Instead, both firms use Pershing LLC, which is a subsidiary of The Bank of New York Mellon Corporation, to hold and disburse client funds.

Village Website

The work on the website will restart at the end of this month.

Education and Committee Memberships

- I am continuing as a budget reviewer for the Government Finance Officers Association.
- I am a current member of the Michigan Municipal Treasurer Association's Education Committee and the Michigan Government Finance Officers Mentoring Committee.
- I attended the Michigan Municipal Treasurers Association's fall conference in October. Highlights of the conference included cash handling, remote banking, and cash flow analysis, as well as information on the State of Michigan's budget, treasury activities, and general economic climate.
- The Michigan Municipal Treasurers Association developed a new professional certification in 2010 called the Michigan Certified Professional Treasurer (MiCPT). Due to my attendance at the Municipal Treasurers Institute from 2004-2006, I was eligible for this designation and received it in May of this year.

Fiscal Year 2010/2011 First 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 First Quarter:

		QTD Actual	% of Budget
Revenue		\$ 1,798,236.01	63.2%
Expenditures		\$ 545,175.79	19.0%
	Village Council	\$ 5,200.67	11.9%
	Village Manager	\$ 64,844.43	23.6%
	Finance Department	\$ 370.58	3.0%
	Attorney	\$ 1,459.50	6.5%
	Village Clerk	\$ 774.00	11.6%
	Village Treasurer	\$ 22,978.98	22.4%
	Buildings & Grounds	\$ 14,817.12	26.1%
	Village Tree Program	\$ 3,110.00	14.8%
	Law Enforcement	\$ 112,650.70	20.5%
	Fire Department	\$ 95,414.23	24.8%
	Planning Department	\$ 26,056.52	19.0%
	Zoning Board of Appeals	\$ 22.50	2.0%
	Dept of Public Works	\$ 45,679.77	21.0%
	Downtown Public Works	\$ 13,978.96	21.4%
	Storm Water	\$ -	0.0%
	Engineering	\$ 247.50	2.3%
	Municipal Street Lights	\$ 11,580.23	8.6%
	Solid Waste	\$ 82,038.50	16.1%
	Parks & Recreation	\$ 8,667.01	13.7%
	Long-Term Debt	\$ -	0.0%
	Insurance & Bonds	\$ 29,774.79	36.9%
	Contributions	\$ 5,499.99	23.7%
	Contingencies	\$ 9.81	0.0%
	Transfers Out	\$ -	0.0%

Revenue is high due to taxes being collected up front. Non-tax revenue is at or near benchmark in most categories.

All expenditures are at or near benchmark, with the exception of Insurance & Bonds. This is due to the majority of our annual liability insurance being billed in this quarter.

Fund 202 - Major Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 155,918.08	49.5%
Expenditures			\$ 57,538.61	18.3%
	Administration		\$ -	0.0%
	Contracted Road Construction		\$ 21,062.60	20.4%
	Routine Maintenance		\$ 24,455.21	24.1%
	Traffic Services		\$ 7,056.97	22.0%
	Winter Maintenance		\$ 4,963.83	7.5%
Fund 203 - Local Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 143,262.90	75.0%
Expenditures			\$ 30,851.55	15.5%
	Administration		\$ -	0.0%
	Contracted Road Construction		\$ 3,301.00	13.2%
	Routine Maintenance		\$ 21,799.14	25.1%
	Traffic Services		\$ 2,913.53	13.4%
	Winter Maintenance		\$ 2,837.88	5.1%
Fund 204 - Municipal Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 476,819.36	90.6%
Expenditures			\$ 255,002.97	70.4%
	Administration		\$ 2.97	0.0%
	Transfers Out		\$ 255,000.00	77.8%

Revenue in the Major and Local Streets funds is high because of transfers in. Expenditures are within benchmark. Revenue in Municipal Streets is high due to taxes being collected up front.

Fund 590 - Sewer Fund				
			QTD Actual	% of Budget
Revenue			\$ 249,914.25	25.7%
Expenditures			\$ 144,170.37	14.9%
	Administration		\$ 311.85	40.0%
	Sewer Utilities		\$ 140,111.47	21.0%
	Long-Term Debt		\$ 3,747.05	1.8%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ -	0.0%
Fund 591 - Water Fund				
			QTD Actual	% of Budget
Revenue			\$ 201,536.87	29.6%
Expenditures			\$ 119,416.54	11.7%
	Administration		\$ -	0.0%
	Water Utilities		\$ 56,455.79	15.7%
	Long-Term Debt		\$ 53,875.00	23.4%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ 9,085.75	2.6%

The enterprise funds are on benchmark in both revenue and expenditures. Approximately 75% of budgeted tap fees have been collected.

Miscellaneous Funds

The miscellaneous funds are good at this time. Capital Improvements in Fund 402 (Equipment Replacement) is near 100% due to the street sweeper being purchased in this quarter.

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/10	Status of Cash
General Fund				
Cash	TCF & PNC Pooled	General operating	\$ 1,247,945.89	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 204,551.51	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 273,027.70	Unrestricted
Comerica Bank CD	Comerica Bank	General operating	\$ 260,286.70	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 150,086.51	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ -	Restricted
Building Reserve CD	Multi-Bank Securities	Reserved for future building project	\$ 235,399.18	Restricted
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Park Fund	PNC Parks & Recreation	General parks use	\$ 12,989.91	Restricted
Tree Replacement Program	PNC Parks & Recreation	Reserved for tree related activities	\$ 21,190.14	Restricted
Matching Funds for Park Grants	TCF Pooled	Reserved for grant match	\$ 48,000.00	Restricted
Property Tax Savings	TCF Property Tax Savings	Cleaning account for undistributed tax collections	\$ 278,318.14	Restricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 525.81	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,033.67	Restricted
Facilities Bond Debt	PNC Bank	Debt retirement	\$ 38,328.77	Restricted
Subtotal Unrestricted			\$ 2,136,524.12	
Subtotal Restricted			\$ 644,259.81	
Total General Fund			\$ 2,780,783.93	

*This account contains undistributed taxes collections. New this fiscal year is breaking this account across funds (like Pooled).

Major Streets Fund				
Cash	TCF Pooled	General operating for major streets activities	\$ 21,824.19	Unrestricted
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 15,920.76	Unrestricted*
5th/3rd Bank Money Market	Fifth Third Bank	General operating for major streets activities	\$ 203,266.09	Restricted**
Subtotal Unrestricted			\$ 37,744.95	
Subtotal Restricted			\$ 203,266.09	
Total Major Streets Fund			\$ 241,011.04	

*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 09/30/10	Status of Cash
Local Streets Fund				
Cash	TCF Pooled	General operating for major streets activities	\$ 3,346.70	Unrestricted
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 7,246.22	Unrestricted*
Metro Act Account (Pooled)	TCF Pooled	Reserved for right of way activities	\$ 75,951.44	Restricted
Dexter Crossings Streets	TCF Pooled	Reserved for Dexter Crossings street work	\$ -	Restricted
Subtotal Unrestricted			<u>\$ 10,592.92</u>	
Subtotal Restricted			<u>\$ 75,951.44</u>	
Total Local Streets Fund			<u>\$ 86,544.36</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	\$ 757,096.47	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Available for transfer to Major & Local Streets	\$ 57,298.53	Unrestricted
Subtotal Unrestricted			<u>\$ 814,395.00</u>	
Subtotal Restricted			<u>\$ -</u>	
Total Municipal Streets Fund			<u>\$ 814,395.00</u>	

Streetscape Debt Service Fund				
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 85,048.34	Restricted
Streetscape Debt Retire	PNC Streetscape	Special Assessments for bond payments	\$ 163,949.65	Restricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for GO Bond payments	\$ 16,654.99	Restricted
Tax Savings for Streetscape	TCF Property Tax Savings	Special Assessments for bond payments	\$ 2,636.78	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 268,289.76</u>	
Total Streetscape Debt Service Fund			<u>\$ 268,289.76</u>	

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/10	Status of Cash
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Equipment Replacement Fund

Cash	TCF Pooled	Reserved for vehicle expenses including capital p	\$ 134,835.62	Restricted
Subtotal Restricted			<u>\$ 134,835.62</u>	
Total Equipment Replacement Fund			<u>\$ 134,835.62</u>	

Sewer Enterprise Fund

Cash	TCF Pooled	Sewer operating	\$ 52,298.94	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 253,366.66	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ 11,317.66	Unrestricted
RD Sewer Repair & Improve	PNC RD Sewer R&I	Reserved for infrastructure & equipment replacem	\$ 34,638.84	Restricted
RD Sewer Bond Reserve	Multi-Bank Securities	Reserved for RD Sewer final year bond payment	\$ 195,000.00	Restricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 453,348.95	Unrestricted
Subtotal Unrestricted			<u>\$ 770,332.21</u>	
Subtotal Restricted			<u>\$ 229,638.84</u>	
Total Sewer Enterprise Fund			<u>\$ 999,971.05</u>	

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/10	Status of Cash
Water Enterprise Fund				
Cash	TCF Pooled	Water operating	\$ 259,678.30	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 252,780.65	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ 5,490.32	Unrestricted
RD Water Debt Retirement	PNC RD Water Debt	Reserved for RD Water bond payments	\$ 63,229.24	Restricted
RD Water Repair & Improve	PNC RD Water R&I	Reserved for infrastructure & equipment replacement	\$ 36,588.78	Restricted
RD Water Bond Reserve	Multi-Bank Securities	Reserved for RD Water final year bond payment	\$ 170,000.00	Restricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 170,685.91	Unrestricted
Subtotal Unrestricted			\$ 688,635.18	
Subtotal Restricted			\$ 269,818.02	
Total Water Enterprise Fund			\$ 958,453.20	
Trust & Agency Fund				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bon.	\$ 27,482.90	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 31,175.83	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ -	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 58,658.73	
Total Trust & Agency Fund			\$ 58,658.73	
Retiree Health Care Fund				
Cash	Mers	Funds reserved for OPEB	\$ 219,964.32	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 219,964.32	
Total Trust & Agency Fund			\$ 219,964.32	
Payroll Fund				
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 4,768.02	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 4,768.02	
Total Trust & Agency Fund			\$ 4,768.02	
Total Unrestricted			\$ 4,458,224.38	
Total Restricted			\$ 2,109,450.65	
Grand Total Cash			\$ 6,567,675.03	

*Balance as of June 30, 2010. September 30, 2010 not available at the time this report was prepared.

Village of Dexter
Cash Accounts

Summary of General Funds Available for Non-Operational Use

General Fund Unrestricted	\$ 2,137,149.93
15% Fundbalance	\$ (426,480.00)
Expected revenue (based on budget)	\$ 1,044,963.99
Expected expenditures (based on budget)	\$ (2,326,924.21)
Available Unrestricted	\$ 428,709.71
Restricted for Parks	\$ 34,180.05
Restricted for Equipment	\$ 134,835.62
Restricted for Facilities	\$ 235,399.18
Restricted for Public Parking	\$ 10,033.67
Restricted for Grant Match	\$ 48,000.00

AGENDA 10-25-10

ITEM I-4

Donna Dettling

From: James Smith [jdsmith@umich.edu]
Sent: Wednesday, October 20, 2010 8:29 AM
To: Donna Dettling
Subject: Econ Preparedness Report

For the packet:

The Economic Preparedness Committee continues to work on creating a draft plan that Council and other bodies, such as the DDA and Chamber, can use to discuss and determine what pieces of the plan they will be responsible for. The Committee is currently integrating content from the Ferguson Report into appropriate sections of the draft plan.

The next Committee meeting is Tuesday, November 2, 2010.

VILLAGE OF DEXTERddettling@villageofdexter.org

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: October 20, 2010
Re: Assistant Village Manager &
Village Manager Report - Meeting of October 25, 2010

1. Meeting Review:

- October 12th – Medical Marijuana Implications for the Workplace, see item #3
- October 13th – Blackhawk Attorney meeting, re: Basement issue
- October 13th – QED Environmental meeting re: Possible move to the village's Research Park
- October 14th – Progress meeting Water Improvements
- October 14th – Progress meeting Sewer Improvements
- October 14th – Mary Marshall re: School Officer see item #6
- October 14th – Tom Colis of Miller Canfield, re: EDC see item #4
- October 15th – Mark Newman, New Facilities Director for Dexter Community Schools
- October 18th – DDA Financials meeting with Tom Covert
- October 19th – Met with P. Cousins & J. Carson re: Review RFP scoring documents and interview notes, emails with Attorney on conflict of interest.
- October 20th – Town Hall meeting re: AATA Master Plan

2. Upcoming Meeting Review:

- October 21st - DDA Meeting
- October 21st – Dexter Fasteners “Dextech”, Mike Frazier
- October 21st – Scott Munzel re: Easement documents PNC Bank
- October 22nd – Relay for Life event meeting, Juli Huddleston
- October 25th – Union Negotiations
- October 25th – Creekside Outdoor Lab Meeting see item #12
- October 27th – OHM Project update meeting
- October 28th – Progress meeting Water Improvements

3. Medical Marijuana-Implications for the Workplace. Workshop dealt primarily with the conflicting Federal-ADA Law and Michigan Medical Marijuana (MMMA) act. ADA protects people using marijuana from discrimination, and MMMA provides a defense for people using marijuana. The Village Employee Handbook will need to be reviewed for compliance with the Act.

4. Economic Development Corporation (EDC) Review. Tom Colis requested a meeting to discuss re-establishing the village's EDC. The EDC is an economic development financing tool that the Village can extend to non-profit organizations as well as manufacturing organizations without consequence to the Village.

5. Restoration Update. Higgins will be completing restoration items as well as several additional items to ensure consistent appearance of the project area of Forest, Inverness, and Grand, see attached update. The work will be completed the first week of November and citizens impacted will be contacted prior to the work being completed.
6. DCS School Safety Officer. I met with Mary Marshall, Acting Superintendent of Dexter Community Schools and Washtenaw County Sheriff Department to discuss the School Safety Officer. A recent inquiry regarding the value of a School Safety Officer prompted evaluation. Mary Marshall plans to follow-up with a statement on the School's support of the School Safety Officer position and the value it brings to our District.
7. County Sheriff Forum. Wednesday, November 10, 2010 is set for an interactive forum presented by the Washtenaw County Sheriff Department to educate the public and collect information. Please mark your calendars, this event will be held at the Library from 7:00p to 8:30p.
8. Police Services Steering Committee. On Wednesday, October 13 the PSSC met to continue to prepare to present information to the County Board of Commissioners regarding the cost of a deputy. Additional information provided at that meeting is included for your review. The Committee has chosen Scenario 3 as their recommendation on cost (not the price the communities should pay) to the Board at their working session on November 5. Local officials will likely be meeting in advance of the working session to work on outlining their presentation to the Board on the benefits that contracted deputies provide for both contracting and non-contracting jurisdictions. More information about that meeting will be provided when it's available.
9. Pedestrian Signage. Several inquiries have been made regarding the use of the "Stop for pedestrian within crosswalk" signs for more than special village events. I am following up with Jim Valenta for clarification on the legal requirements needed to properly use these signs. Jim shared an initial concern that these signs impart a false sense of security to pedestrians and they also become an obstruction to traffic with the potential of being used to claim loss of control by motorists. Further discussion of these types of devices in conjunction with CIP planning for crosswalk enhancement is recommended.
10. Highway Maintenance. Highway Maintenance has not yet applied the additional layer of microsurface to the areas of road showing signs of flushing. As it is now unlikely that we will have additional warm weather we are informing them that the work will need to be completed next year between June 15 and July 1. If the work is not completed within this time we will go after the maintenance and guarantee bond to complete the work.
11. 2010 Sidewalk Project. The contractor will be on site starting October 25th to complete the Main/Alpine sidewalk & crosswalk improvement. The various sidewalk replacements throughout the village will be completed by November 15th. OHM was asked about the possibility of improving the stairs/railing while the contractor is on site. OHM preferred that a Structural Engineer look at the stability of the sloped retaining wall. OHM felt that altering the stair could impact an area of the retaining wall beyond the project scope. It is recommended that the Village include improvements to the retaining wall and stairs when

we undertake future comprehensive improvements to the building site at 8140 Main Street. Kurt suggested that new railings could be fabricated to improve the stairs.

12. Creekside Outdoor Lab Mary Marshall asked to meet with Village staff to begin the School's research on how to make the outdoor lab a better asset to the school as a learning tool. A representative from the Grass Lake Sanctuary, DCS Facilities Director, Paul Cousins, and Allison Bishop will be meeting to discuss the future of the outdoor lab.

Update Restoration Notes 10-18-10

Reviewed with Chris to confirm final items. Higgins sub to mobilize the end of October, with first week of November scheduled for final paving.

1. Parking on areas along Forest, confirm grass has grown on lawn extensions throughout project area. The two below have been parked on consistently, confirm these areas have stabilized.
 - 7649 Forest – Tom & Katie Jarvis 426-4456
2. ADA ramp locations.
 - Hudson & Grand Street behind Mugg & Bopps. Put on the list for Higgins to install an ADA ramp or we can include this with the sidewalk work, VC ok with additional cost.
3. Widening pavement near group mailboxes.
 - Extend asphalt 20' to the north then taper back to the edge of Inverness. If area between alley and mailbox landing is established with grass don't pave, leave the grass.
4. Consistent look of drive approaches and alleys off roadway. (achieve clean, complete look)
 - 7581 Ann Arbor Street- Drive off of Inverness, remove 2' apron, then repave the driveway to the sidewalk.
 - 7615 Ann Arbor Street- Drive off of Inverness, remove 2' apron, then repave 11.5 feet from edge of Inverness.
 - Alleyways between Ann Arbor Street and Forest Street. East side – remove 2' apron then repave to sidewalk on West side – remove 2' apron then repave 11.5 feet from edge of Inverness.
5. 3035 Inverness- Donna Fisher & Marcia Hoyer
 - Remove asphalt apron and gravel driveway approach, then construct a new driveway approach as marked out in the field north side of property where tree was removed
 - Contact Marcia Hoyer (734-253-2433) and make arrangements to review solution on site prior to completion at 3055 Inverness, additional asphalt.
6. Other restoration concerns
 - At 7645 Forest Street, John Prices or Cynthia Green (734-904-6513 or 426-5648). Call them regarding repair, village will remove asphalt and establish with topsoil, seed and mulch-.
 - Contact Scott & Lori Krull at 7758 Forest (734-845-7271) discuss culvert in driveway. Council asked that I look at the area to confirm adequate length of culvert was installed. Install additional 10 feet of culvert.
 - Catch basin next to Donna Fisher's home is properly graded to allow stormwater to enter it. Chris D. confirmed grades and he witnessed it functioning properly during the last big rain event.
 - Swale area behind Donna Fisher's home, confirm this area is still stable. Still unsure how far the Village is to go to grade and landscape the back yard to correct a drainage issue that already existed.
 - Yellow tape, remove from wires.
 - Erosion issues near sidewalk at Grand & Hudson, accumulating mud and dirt. Kurt to monitor for future stormwater project.
 - Tree damage at 7745 Forest Street, Maryann Byrnes 426-1191

Police Services Cost Allocation Plan (CAP)

Washtenaw County allocates indirect costs as a means to reflect the total cost of the county conducting business. This allocation is completed through a Cost Allocation Plan prepared annually by Maximus, Inc in accordance with the Federal Office of Management & Budget Circular A-87. Following each fiscal year, Maximus receives year-end audited financial data for all county indirect service funds and determines the appropriate allocation of these funds to each county program area. This calculation is based on an estimate amount of use by each program area. The indirect service charges are categorized as follows:

- Building Use Charge – 2% of acquisition cost and capital improvements plus allowable interest allocated based on square footage for each program
- Equipment Use Charge – acquisition of furniture and equipment based on benefiting department
- County Administration – management of organization allocated based on # FTE
- Finance Department – all financial services including accounting, accounts payable, payroll, budget, purchasing, and auditing allocated based on number of transactions and size of budget
- Information & Technology Services – allocated based on # PCs
- Finance/ITS – allocated based on number of transactions, FTE and dollar value of telephone services
- Human Resources – allocated based on # FTE
- Corporation Counsel – only including costs associated with civil counsel, labor relations and union negotiations allocated based on # FTE
- County Treasurer – only including costs associated with accounting and cash management for the organization allocated based on # of transactions by department
- Facilities Management – allocated based on assigned square footage
- Insurance – allocated to benefiting department

For purposes of Police Services, each indirect cost category was reviewed to determine if it should be classified as an indirect or overhead line item. Only insurance and technology were deemed indirect as these costs are more directly aligned to needs to put a deputy on the road. The remaining categories of the CAP have in the past remained within Overhead for which the costs were paid for by the county. A more thorough review of each remaining indirect cost category could be completed to determine what would be necessary for a police agency to operate.

Fringe Rate Overview

Washtenaw County is a self-insured entity. This means that for each medical claim that is filed, the county pays 100% of the costs, less any co-pays, premium sharing or stop-loss when applicable. The fringe rates are set based on the illustrative and actual costs as provided by Blue Cross Blue Shield and the actuary and VEBA reports.

The current 2011 fringe rates are as follows:

- FICA/Medicare 7.65% with a salary cap of \$108,000
- Medical \$11,719 per FTE, flat rate
- Life insurance 0.20% with a salary cap of \$50,000
- Long term disability 0.20%
- VEBA 17.14%
- Retirement 10.00%
- Dental \$978 per FTE, flat rate
- Unemployment \$132 per FTE, flat rate
- Severance 2.65%
- Liability/tuition reimbursement 0.70%
- Worker's Comp 2.14%

The fringe rates are and can be adjusted to reflect current trends.

Sheriff Fleet Overview

The current Police Services Cost methodology looks at fleet budget for Police Services as a whole. This budget includes Sheriff Administration, Sheriff Support Services, General Fund Patrol, Contract Patrol and Detective Bureau. The total fleet budget includes a breakdown between vehicle lease, maintenance, fuel, and in-car video replacement.

The cost model then estimates Contract Deputy and Sergeant fleet use to be 74% of the total fleet budget, that amount is then distributed on based on the total number of Contract Deputies and Sergeants. The cost model then estimates the Lieutenant fleet is about 25% of the total fleet budget, that amount is then divided by the number of unmarked cars.

	Sheriff Police Services 2011 Total Fleet Budget	Contract Patrol Allocation	Sheriff Patrol/Non Patrol Allocation
	\$1,287,892	\$973,163	\$314,729
Lease	\$538,996	\$407,279	\$131,717
Maintenance	\$137,207	\$103,677	\$33,530
Fuel	\$450,719	\$340,574	\$110,145
In Car Video Replacement	\$160,970	\$121,633	\$39,337

As mentioned in the Fleet Overview, each department is charged for vehicles through three ways:

- The monthly lease is calculated based on the cost of the vehicle, estimated salvage value, length of useful life and inflation.

Lease formula:

$$(\text{Purchase Price} + \text{Outfitting} + \text{Inflation during length of useful life} - \text{Salvage Value}) / \text{Useful life}$$

Outfitting includes decals on the vehicles, cage partition, labor for install and new parts if necessary. Whenever possible parts are reused, the reused parts are not included in the outfitting costs.

- Maintenance or repair that is done on a particular vehicle with a 5% surcharge to cover the costs of the operations of the fleet department, such as wages of the Fleet Manager, the cost allocation plan which includes car insurance, and other operating costs. Maintenance budget is estimated based on historical data by vehicle make, model, age and number of mileage. If a new vehicle put in service then maintenance is budgeted based on industry standards.
- Fuel charge. Although as a governmental entity, Washtenaw County does not pay for taxes on fuel, the fuel charge to each department includes it. The amount of the tax goes to cover the costs of the operations of the fleet department, such as wages of the Fleet Manager, the cost allocation plan which includes car insurance, and other operating costs. The fuel budget is calculated by vehicle based on the previous year's usage by gallon and a 5% increase on fuel prices is included to account for yearly increase in fuel costs.

The Sheriff's Office pays a yearly amount for in-car video. This amount is based on a historical replacement schedule and will be updated for the new in-car video system's replacement schedule.

SUMMARY OF DIRECTOR POSITIONS AT THE WCSO

DIRECTOR OF ADMINISTRATIVE OPERATIONS GREG DILL:

Director Dill oversees and/or manages the SO Budget, SO Contracts, SO Business Operations, and SO Human Resources. This includes but is not limited to: hiring, training, fleet, civil, accounts payable, accounts receivable, purchasing, supplies, inmate accounts, payroll, records, front desk operations, visitation, fingerprinting, inventory, and is the SO internal liaison to county departments

DIRECTOR OF COMMUNITY ENGAGEMENT DERRICK JACKSON:

Director Jackson supervises and/or manages internal and external communications, contacts with the media and Community Engagement and outreach activities in the County generally and to specific constituent communities. His job includes but is not limited to: the e-mail alert system, Neighborhood Watch organizations, Community Forums, Community/Township Newsletters and Reports, community events, SO liaison with Human Service and other community organizations, the use of the Honor Guard and Mounted Unit, Problem Oriented Policing projects targeting root causes of specific community problems, initiating and directing the Outreach grant and project, and coordinating with the Police Service Commander (policing prevention issues) and the Corrections Commander (re-entry).

POLICE SERVICES 2011 COST ANALYSIS
PSSC Financial Subcommittee Recommendation

Scenario 1
9/15/2010

Scenario 1: Sheriff Admin Patrol assumes 50% of the Sheriff, Undersheriff, Director of Community Engagement, Director of Administrative Operations, Business Manager, 2 Administrative Assistants; 80% of a Lieutenant and 100% of the Patrol Commander, a Sergeant and a Community Service Officer salaries, fringes, uniform and gun allowance

Cost Category Breakdown	2011 Estimate	74 PSU 2011 Per PSU
Contract w/ Supervision		
<i>Direct</i>		
Salary	\$ 5,498,333	\$ 74,302
Fringe	\$ 3,350,548	\$ 45,278
Uniform Allowance	\$ 130,500	\$ 1,764
Gun Allowance	\$ 56,550	\$ 764
<u>Fleet</u>	<u>\$ 973,163</u>	<u>\$ 13,151</u>
Direct Subtotal	\$ 10,009,094	\$ 135,258
<i>Indirect</i>		
Central Dispatch	\$ 1,505,401	\$ 20,343
Net Revenue	\$ (713,072)	\$ (9,636)
Net Fire Dispatch	\$ (161,860)	\$ (2,187)
Liability Insurance	\$ 189,016	\$ 2,554
Sheriff Support Services Salary	\$ 478,954	\$ 6,472
Sheriff Support Services Fringe	\$ 325,510	\$ 4,399
Sheriff Support Services Overtime	\$ 8,725	\$ 118
Sheriff Support Services Uniforms	\$ 5,118	\$ 69
Info & Tech Systems	\$ 509,939	\$ 6,891
General Supplies	\$ 60,840	\$ 822
Other Services & Charges	\$ 197,425	\$ 2,668
Capital Outlay	\$ 8,223	\$ 111
<u>Contract Related Legal</u>	<u>\$ 51,921</u>	<u>\$ 702</u>
Indirect Subtotal	\$ 2,466,140	\$ 33,326
Contract Subtotal	\$ 12,475,234	\$ 168,584

POLICE SERVICES 2011 COST ANALYSIS

Cost Category Breakdown	2011 Estimate		2011 Per PSU
Overhead	Contract Services	County	
Sheriff Admin - Patrol	\$ 687,075	\$ 241,405	\$ 9,285
Sheriff Admin - Non Patrol	\$ -	\$ 504,402	\$ -
Sheriff Support Services - Non Patrol	\$ -	\$ 135,263	\$ -
Central Dispatch - Non Patrol	\$ -	\$ 1,430,573	\$ -
General Supplies	\$ 29,576	\$ 10,392	\$ 400
Other Services & Charges	\$ 95,974	\$ 33,721	\$ 1,297
Capital Outlay	\$ 3,997	\$ 1,405	\$ 54
Uniform Allowance	\$ 4,307	\$ 62,992	\$ 58
Gun Allowance	\$ 1,443	\$ 22,607	\$ 20
Fleet	\$ -	\$ 314,729	\$ -
CAP	\$ -	\$ 1,402,034	\$ -
<u>WCERS Retirement</u>	<u>\$ -</u>	<u>\$ 2,012,258</u>	<u>\$ -</u>
Overhead Subtotal	\$ 822,373	\$ 6,171,780	\$ 11,113
		Cost Per PSU	\$ 179,697

General Supplies include such expenditures as printing, office and operating supplies, and postage
Other Services & Charges include such expenditures as telephone, employee development, equipment rental/repair, and background checks

POLICE SERVICES 2011 COST ANALYSIS
PSSC Financial Subcommittee Recommendation

Scenario # 3
9/15/2010

Sheriff Admin Patrol assumes 33% of the Director of Administrative Operations; 50% of the Director of Community Engagement; 75% of a Lieutenant; 25% of 2 Administrative Assistants, Business Manager; and 100% of the Patrol Commander and a Sergeant

Cost Category Breakdown	2011 Estimate		74 PSU 2011 Per PSU	
Contract w/ Supervision				
<i>Direct</i>				
Salary	\$	5,498,333	\$	74,302
Fringe	\$	3,350,548	\$	45,278
Uniform Allowance	\$	130,500	\$	1,764
Gun Allowance	\$	56,550	\$	764
Fleet	\$	973,163	\$	13,151
Direct Subtotal	\$	10,009,094	\$	135,258
<i>Indirect</i>				
Central Dispatch	\$	1,505,401	\$	20,343
Net Revenue	\$	(713,072)	\$	(9,636)
Net Fire Dispatch	\$	(161,860)	\$	(2,187)
Liability Insurance	\$	189,016	\$	2,554
Sheriff Support Services Salary	\$	478,954	\$	6,472
Sheriff Support Services Fringe	\$	325,510	\$	4,399
Sheriff Support Services Overtime	\$	8,725	\$	118
Sheriff Support Services Uniforms	\$	5,118	\$	69
Info & Tech Systems	\$	509,939	\$	6,891
General Supplies	\$	60,840	\$	822
Other Services & Charges	\$	197,425	\$	2,668
Capital Outlay	\$	8,223	\$	111
Contract Related Legal	\$	51,921	\$	702
Indirect Subtotal	\$	2,466,140	\$	33,326
Contract Subtotal	\$	12,475,234	\$	168,584

POLICE SERVICES 2011 COST ANALYSIS

Cost Category Breakdown	2011 Estimate		2011 Per PSU	
Overhead	Contract Services	County		
Sheriff Admin - Patrol	\$ 423,547	\$ 148,814	\$	5,724
Sheriff Admin - Non Patrol	\$ -	\$ 860,521	\$	-
Sheriff Support Services - Non Patrol	\$ -	\$ 135,263	\$	-
Central Dispatch - Non Patrol	\$ -	\$ 1,430,573	\$	-
General Supplies	\$ 29,576	\$ 10,392	\$	400
Other Services & Charges	\$ 95,974	\$ 33,721	\$	1,297
Capital Outlay	\$ 3,997	\$ 1,405	\$	54
Uniform Allowance	\$ 2,771	\$ 64,528	\$	37
Gun Allowance	\$ 880	\$ 23,170	\$	12
Fleet	\$ -	\$ 314,729	\$	-
CAP	\$ -	\$ 1,402,034	\$	-
WCERS Retirement	\$ -	\$ 2,012,258	\$	-
	\$ 556,746	\$ 6,437,406	\$	7,524

Cost Per PSU \$ **176,108**

General Supplies include such expenditures as printing, office and operating supplies, and postage
Other Services & Charges include such expenditures as telephone, employee development, equipment rental/repair, and background checks

AGENDA 10-25-10

ITEM I-6

Village President Report

Hello Residents and Fellow Council Members,

Here is a summary of my activity since my last report and some of my future planned activities:

Activities Since my Last Report

October 6, 2010 – MDNRE meeting at Village offices to discuss Mill Creek park – I attended this meeting with Community Development Director Allison Bishop and Trustee Paul Cousins. We walked the future park area following the meeting.

October 13, 2010 – Meeting with Blackhawk Development regarding their open foundation and basement in the Victoria Condominium area. Allison Bishop and the Village attorney Tom Stringer were present along with Matt Ursitti and Blackhawk attorney Dan Dever. Various options were discussed including capping (which the Village doesn't want), complete removal, building the shell of the building and filling in the open foundation leaving the basement walls in place. Blackhawk proposed that the most economical solution for them was to fill in the open foundation leaving the poured concrete walls in place. On a temporary basis, their plan would be to completely cover over the filled in basement with top soil and seed the area so that it looked like a slightly elevated lawn area. In the future, when they build this building, they would remove the topsoil and build out the building without a basement. This seemed like a reasonable solution for their situation given the economic climate and our desire to not have the open foundation.

October 14, 2010 – Meeting with Tom Colis of Miller Canfield regarding the Economic Development Corporation (EDC) of the Village of Dexter. Village Manager Donna Dettling, Assistant Village Manager Courtney Nicholls and Community Development Director Allison Bishop attended the meeting. About a year ago, the Village met with Tom on this topic, but nothing has occurred or been done since that meeting. What I learned is this: apparently the Village of Dexter created a public EDC sometime in the early 1980's. The Village's EDC met during the 80's and 90's and I have asked staff and Mr. Colis to try to provide some examples of the EDC's activity during that time. Tom Colis is requesting a copy of the Village's articles of incorporation from the secretary of state on behalf of the Village. We do not believe that the Village's EDC has met for over 10 years and the terms of all previous members of the EDC would likely have expired. The meeting last week focused on the ability of a public EDC to issue tax exempt qualified 501©(3) bonds or tax exempt Industrial Development Revenue Bonds as a financing technique to assist nonprofit organizations and manufacturing organizations, respectively. Public Act 338 of 1974, more commonly referred to as the "Economic Development Corporation Act", allows public EDC's to use these financing techniques as a tool for business development and expansion. We discussed the importance of understanding this tool and the possibility of getting our EDC back in shape as a regular committee. Tom Colis indicated that one nonprofit business within our community that they have helped before through an EDC is the United Methodist Retirement Community. UMRC has not contacted the Village about this, however Tom Colis indicated that UMRC's bond counsel has been working out potential timelines and details for such a request with our Miller

Canfield representative prior to the Village becoming aware of this possibility. Attached to my report is the information Mr. Colis shared prior to the meeting.

Future Activities

October 20, 2010 – Regional Fire Department meeting

October 20, 2010 – Town Hall meeting – topics include Ann Arbor Transit Authority Transit Master Plan plus general Village Topics.

October 21, 2010 – Downtown Development Authority meeting – I will be sharing a summary of the Village's October 6th meeting with the Michigan Department of Natural Resources and Environment (MDNRE) representatives and leading a discussion about the permitting timeline and expected MDNRE comments related to the wetland fill areas.

October 22, 2010 – PNC Bank easement review meeting with Village/DDA attorney Scott Munzel, DDA Chair Steve Brouwer and Village Manager Donna Dettling. An easement document has been prepared by Mr. Munzel and we will be reviewing it for the first time to make sure it represents the Village's long term interests.

October 25, 2010 – Union Negotiation meeting with Village Manager Donna Dettling, Assistant Village Manager Courtney Nicholls and Trustee Jim Carson.

October 25, 2010 – Village Council Meeting

November 8, 2010 – Village Council Meeting

November 22, 2010 – Village Council Meeting

November 29, 2010 – Please check your calendars to see if this date works as a possible evening workshop date. Thank you!

See you around our town.

Shawn Keough

Village President

(734) 426-5486 (home)

(313) 363-1434 (cell phone)

MILLER
CANFIELD

Using Industrial Development Revenue
Bond Financing Techniques as a Tool for
Business Expansion

TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

OVERVIEW

1. *WHAT IS AN INDUSTRIAL DEVELOPMENT REVENUE BOND ("IDRB")?*

- A Security issued by a State or Local Governmental Agency
 - ⇒ An IDRB is a Bond / Security which is authorized and issued by a state or local governmental agency. The Bonds are sold through an underwriter to investors, the proceeds of which are then loaned to the Company.
 - ⇒ All Projects to be financed with IDRB Bonds must first be approved ("Induced") by the state or local development authority (i.e., the issuer) prior to commencing with the Project. Most counties and cities/townships have their own local Economic Development Corporation (EDC), however, the majority of bonds are still issued at the state level.
- Issued on a Tax-Exempt basis under the Internal Revenue Code
 - ⇒ An IDRB is issued on a TAX-EXEMPT basis to the investors. The primary advantage of financing a Project with IDRB's is that the interest income earned by the bond investor is excluded from federal, state and, in certain situations, local income taxes. For this reason, investors are willing to accept a rate of interest on the bonds that is substantially lower than traditional bank financing with the end result being reduced interest costs to the borrower.

2. *WHAT PROJECTS ARE ELIGIBLE FOR IDRB FINANCING?*

- Manufacturing Companies
 - ⇒ The major qualification for the use of tax-exempt bonds is that a project must be classified as manufacturing. Manufacturing is defined as a facility which is used in the manufacturing or production of tangible personal property and which alters, adds value to and/or entails a process resulting in the change in condition of a raw material. Projects such as warehouses, office complexes, service companies and distribution centers do not qualify as tax-exempt facilities.

TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

OVERVIEW

3. *WHAT CAN BE FINANCED?*

- Land Acquisition
 - ⇒ Up to 25% of the Bond proceeds may be used to acquire raw land for new facility construction.
- New Manufacturing Facility Construction
- Construction of a New Addition to an Existing Manufacturing Facility
- Purchase of an Existing Facilities
 - ⇒ Bond proceeds may be used to acquire an existing facility only if an amount equal to 15% of the building cost financed with Bond proceeds (separate and apart from land costs, and equipment purchases) is used for refurbishing, renovating or improving the existing facility. An addition to the existing facility being purchased is not considered renovation.
- New Machinery and Equipment
 - ⇒ Used equipment is usually NOT able to be financed with bond proceeds, however, the rehabilitation expenses, i.e., new parts and labor associated with refurbishing a used piece of equipment, may be financed under certain circumstances.
- Issuance Costs
 - ⇒ Up to 2% of the bond proceeds may be used to pay costs of issuance.
 - ⇒ Up to 3% of the bond proceeds may be used to pay the costs incurred with the transfer of risk (i.e. the Letter of Credit). This can include the first year letter of credit fee and up-front commitment fee.

TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

OVERVIEW

4. *WHAT ARE THE DOLLAR LIMITATIONS?*

- Minimum Amount - Approx. \$1.3 - \$1.5 Million
 - ⇒ At smaller dollar amounts, the costs savings associated with an IDR Bond may not be significant and may not be incentive enough for a company to go through the longer, more complex IDR process.
- Maximum Amount - \$10 Million
 - ⇒ The maximum amount of Bond Proceeds that can be used to finance a Project is \$10 MM. The maximum Project size cannot exceed \$20 million due to the \$20 million capital expenditure limitation.

5. *WHAT ARE THE TAX RESTRICTIONS?*

- Capital Expenditure Limitation
 - ⇒ \$20 million maximum limitation on all capitalized expenditures of the Company within the boundaries of the specific incorporated municipality of the project.
 - ⇒ Includes related parties, test-period beneficiaries and lessees beneficially using more than 10% of the bond proceeds.
 - ⇒ Calculated over a 6-year window -- 3 years back and 3 years forward from the bond issuance date.
 - ❖ For bond issues over \$1,000,000, the capital expenditures of the company, any principal users (e.g., lessees) of the project facility, and any related parties (i.e., same principals own other separate entities within the same municipality) made in the municipality in which the bond proceeds are spent may not exceed \$20,000,000 (including the bond issue proceeds) during the six year period commencing three years prior to the issuance of the bonds and ending three years thereafter. The principal amount outstanding of prior Bond issues will count against the limit regardless of when issued.

TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

OVERVIEW

5. *WHAT ARE THE TAX RESTRICTIONS? (Continued)*

- ⇒ "Tooling" that is owned by a customer of the Company and used within the Project site will usually be considered a capital expenditure of the company.
- 95% of Bond Proceeds must be spent for land and/or depreciable property
- No more than 25% of Bond Proceeds can be used for the acquisition of land
- Land that is considered "excessive" to the needs of the facility or the company cannot be financed with the proceeds of a bond issue.
- At least 70% of the Bond Proceeds must be spent for assets or floor space deemed "Core" manufacturing
- No more than 2% of Bond Proceeds may be used to pay or offset issuance costs
- No more than 3% of Bond Proceeds may be used to fund expenditures incurred prior to inducement and/or Letter of Credit related expenses.
- Machinery and Equipment typically depreciated on a straight line basis.
- All Projects must receive an Inducement Resolution
 - ⇒ Any costs incurred prior to 60 days prior to the adoption of an inducement resolution by an issuer will not qualify for reimbursement from the bond proceeds. Costs or expenses incurred after an inducement has been received will qualify for reimbursement provided such costs are related to the manufacturing project. An inducement is typically good for up to two years.
- All Bonds must receive Allocation from the State Unified Volume Cap
 - ⇒ Each issuance of bonds must receive allocation from the state. The application process and procedures vary from state to state; however, each state is limited by federal law as to the total amount of private purpose bonds (which include small issue IRB's Bonds) which can be issued during any calendar year.

TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

OVERVIEW

6. *WHAT IS THE PROCESS?*

- Complete and Submit Inducement Application
 - ⇒ State Agency

 - ⇒ Local Agency
 - ❖ Local Economic Development Corporations (“EDC’s”)
 - ❖ Prevailing Wage requirement

- Begin Approval process for a Bank Letter of Credit to support the Bond issue

- Begin required environmental study, appraisal, survey etc... as needed or required by the Bank

- Negotiate Bond and Bank documentation

- Obtain Bond Authorizing Resolution adopted by Issuer

- Receive Allocation from the State
 - ⇒ Once allocation has been received, bonds can then be issued to finance your Companies project. Since the dollar amount allocated to small issue IRB Bonds is finite, allocation towards the end of a given calendar year may get very tight or even completely depleted.

- Sell Bonds / Close Transaction
 - ⇒ The time it takes to move through the process varies dramatically. The average time to fund a bond issue is typically 3 months, however, transactions have been done in as little as 2 month and as long as 3 years due to Project delays.

**TAX-EXEMPT
INDUSTRIAL DEVELOPMENT REVENUE BONDS**

OVERVIEW

7. WHY USE AN IDR TO FUND A CAPITAL EXPANSION PROJECT?

- Substantially lower borrowing cost even though there are significant up-front costs:

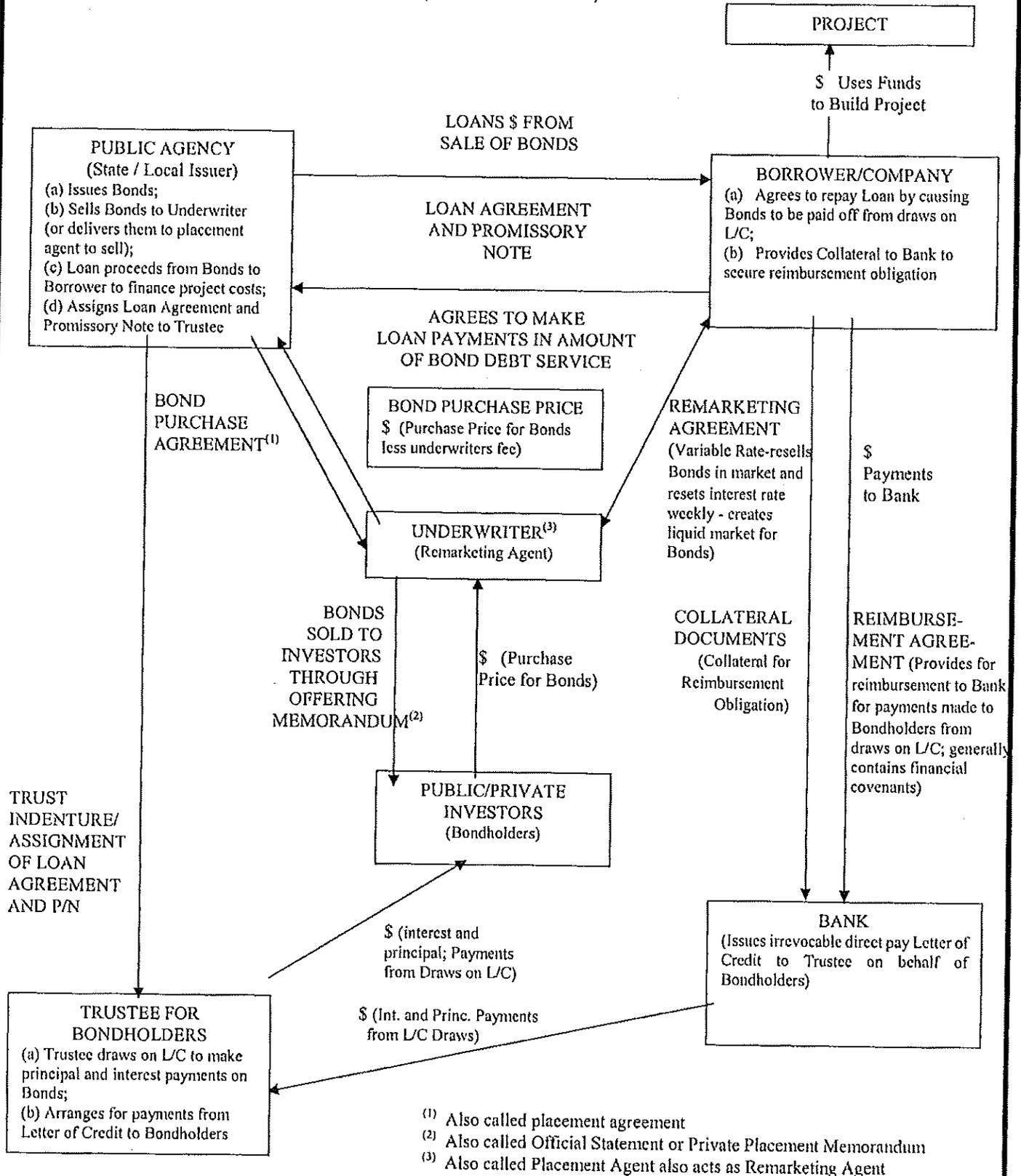
	<u>Tax-Exempt Bond Issue</u>			<u>Conventional Bank Loan</u>	
	<u>Curr.</u>	<u>10 yr. Ave.</u>		<u>Curr.</u>	<u>10 yr. Ave.</u>
Coupon Rate	3.65%	2.84%	Prime Rate:	7.75%	6.82%
Letter of Credit Fee:	1.25%	1.25%	Spread	0.00%	0.00%
Remarketing Fee:	0.13%	0.13%			
Trustee Fee:	<u>0.03%</u>	<u>0.03%</u>			
Capital Cost:	5.06%	4.25%	Capital Cost:	<u>7.75%</u>	<u>6.82%</u>
Issuance Costs:	<u>0.11%</u>	<u>0.11%</u>	Issuance Costs:	<u>0.03%</u>	<u>0.03%</u>
Total Cost:	5.17%	4.36%	Total Cost:	7.78%	6.85%

Note: The market rate for the Letter of Credit Fee varies considerably based on bank and credit considerations. The Bank will determine the L.O.C. Fee.

- Substantial Present Value savings. Sometimes as much as 10 - 15% of the original principal borrowed on a present value basis including the effect of all the costs of issuance.

INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING STRUCTURE

(Variable Rate Demand)



TAX-EXEMPT QUALIFIED 501(c)(3) BONDS

OVERVIEW

1. *WHAT ARE TAX-EXEMPT QUALIFIED 501(c)(3) BONDS?*

- A Security issued by a State or Local Governmental Agency
 - ⇒ A qualified 501(c)(3) bond is a Bond / Security which is Induced, Authorized and Issued by a state or local governmental agency. The Bonds are sold through an underwriter to investors, the proceeds of which are then loaned to the non-profit 501(c)(3) organization.
 - ⇒ All Projects to be financed with qualified 501(c)(3) bonds must first receive a declaration of Official Intent provided through either a Board Resolution adopted by the 501(c)(3) organization, or through approval of an Inducement Resolution approved by the state or local development authority (i.e., the issuer) prior to commencing with the Project. In all cases, an Inducement Resolution by the state or local development authority must be adopted. Most counties and cities/townships have their own local Economic Development Corporation (EDC); however, the majority of bonds are still issued at the state level.
- Issued on a Tax-Exempt basis under the Internal Revenue Code
 - ⇒ A qualified 501(c)(3) bond is issued on a TAX-EXEMPT basis to the investors. The primary advantage of financing a Project with qualified 501(c)(3) bonds is that the interest income earned by the bond investor is excluded from federal, state and, in certain situations, local income taxes. Further, in the vast majority of cases, interest earned on 501(c)(3) Bonds is not an item of tax preference for purposes of the federal alternative tax imposed on individuals and corporation. For this reason, investors are willing to accept a rate of interest on the bonds that is substantially lower than traditional bank financing with the end result being reduced interest costs to the borrower.

TAX-EXEMPT QUALIFIED 501(c)(3) BONDS

OVERVIEW

2. *WHAT PROJECTS ARE ELIGIBLE FOR BOND FINANCING?*

➤ Non-Profit 501(c)(3) Corporations

⇒ The major qualification for the use of this form of tax-exempt bonds is that the organization that will benefit from the bond issuance has been granted an exemption from paying federal income tax by the Internal Revenue Service because the organizations purposes or activities are described in Section 501(c)(3) of the internal Revenue Code of 1986, as amended (including religious, charitable, scientific, testing for public safety, literary or educational purposes). In all cases, a copy of the determination letter from the Internal Revenue Service regarding the borrower's 501(c)(3) status must be provided for review and approval.

3. *WHAT CAN BE FINANCED?*

➤ Land Acquisition

⇒ No dollar limitation on bond proceeds used to acquire land, however, subject to special average life treatment if more than 25% of the Bond proceeds are used to acquire raw land.

➤ New Facility Construction

➤ Purchase of an Existing Facilities

➤ New Machinery and Equipment

⇒ Used equipment is usually NOT able to be financed with bond proceeds, however, the rehabilitation expenses, i.e., new parts and labor associated with refurbishing a used piece of equipment, may be financed.

➤ Acquisition of the assets of an existing 501(c)(3) Corporation or for-profit company.

⇒ Numerous deal specific requirements.

➤ Issuance Costs

TAX-EXEMPT QUALIFIED 501(c)(3) BONDS

OVERVIEW

3. *WHAT CAN BE FINANCED? (Cont.)*

- ⇒ Up to 2% of the bond proceeds may be used to pay costs of issuance.
- ⇒ Up to 3% of the bond proceeds may be used to pay the costs incurred with the transfer of risk (i.e. the Letter of Credit). This can include the first year letter of credit fee and up-front commitment fee.

4. *WHAT ARE THE DOLLAR LIMITATIONS?*

- Minimum Amount - Approx. \$1.3 - \$1.5 Million
 - ⇒ At smaller dollar amounts, the costs savings associated with a qualified 501(c)(3) Bond may not be significant and may not be incentive enough for a company to go through the longer, more complex bond process.
- Maximum Amount - Less than \$150 Million (other than hospital bonds)
 - ⇒ A bond will not be treated as a tax-exempt bond if the aggregate face amount of the issue exceeds \$150,000,000.

5. *WHAT ARE THE IRS IMPOSED REQUIREMENTS?*

- Non-Profit 501(c)(3) Corporation
 - ⇒ The borrower must be an organization that has received a favorable letter from the Internal Revenue Service stating that the borrower is an organization described in Internal Revenue Code section 501(c)(3).
 - ⇒ The borrower must maintain its exempt 501(c)(3) status as long as the bonds are outstanding.
- All of the net proceeds of qualified 501(c)(3) bonds must be used to finance property owned in its entirety by the exempt organization. At least 95% of the net proceeds of a bond issue must be used solely for one or more 501(c)(3) organizations and may not be used by those organizations in any unrelated trade or business.

TAX-EXEMPT
QUALIFIED 501(c)(3) BONDS

OVERVIEW

- No more than 5% of the net bond proceeds may be used for any private business use. For this purpose, private business use would be use in a trade or business by any person other than an exempt organization.
 - ⇒ Management of a portion of a charity's bond-financed facility by a for-profit entity may result in private business use. The leasing of space for private functions (i.e. wedding receptions, business meetings, etc) that are unrelated to the exempt organizations charitable mission may result in private business use.
- No more than 2% of Bond Proceeds may be used to pay or offset issuance costs
- No More than 3% of Bond Proceeds may be used to fund expenditures incurred prior to inducement and/or Letter of Credit related expenses.

TAX-EXEMPT QUALIFIED 501(c)(3) BONDS

OVERVIEW

- Real Estate and Machinery and Equipment must typically be depreciated on a straight line basis versus MACR's
- The weighted average term of the 501(c)(3) bond issue cannot exceed 120% of the average economic life of the project assets being financed.
- All Projects required that "official intent" be declared in order to finance pre-bond issuance costs and expenses.
 - ⇒ Any costs incurred more than 60 days prior to the declaration of official intent may not qualify for reimbursement from bond proceeds.
 - ⇒ Official intent, in the case of 501(c)(3) bonds may be declared by the 501(c)(3) organization for which the bonds are being issued, as well as by the issuer of the bonds (State or local EDC). Costs or expenses incurred after declaration of official intent has been received will qualify for reimbursement provided such Project has not been "placed in service" more than 18 months prior to the date of issuance of the Bonds and no expenditure to be reimbursed with proceeds of the Bonds was made more than three years prior to the date of issuance of the Bonds.

6. *WHAT IS THE PROCESS?*

- Declare Official Intent to finance Project through tax-exempt bonds
 - ⇒ 501(c)(3) organization adopts board resolution declaring intent
 - or
 - ⇒ Complete and Submit Inducement/Official Intent Application
 - State Agency
 - Local Agency
 - ❖ Local Economic Development Corporations ("EDC's")
 - ⇒ In all cases, an Inducement Resolution must be obtained prior to issuance
- Begin Approval process for a Bank Letter of Credit to support the Bond issue
- Begin required environmental study, appraisal, survey etc... as needed or required by the

TAX-EXEMPT QUALIFIED 501(c)(3) BONDS

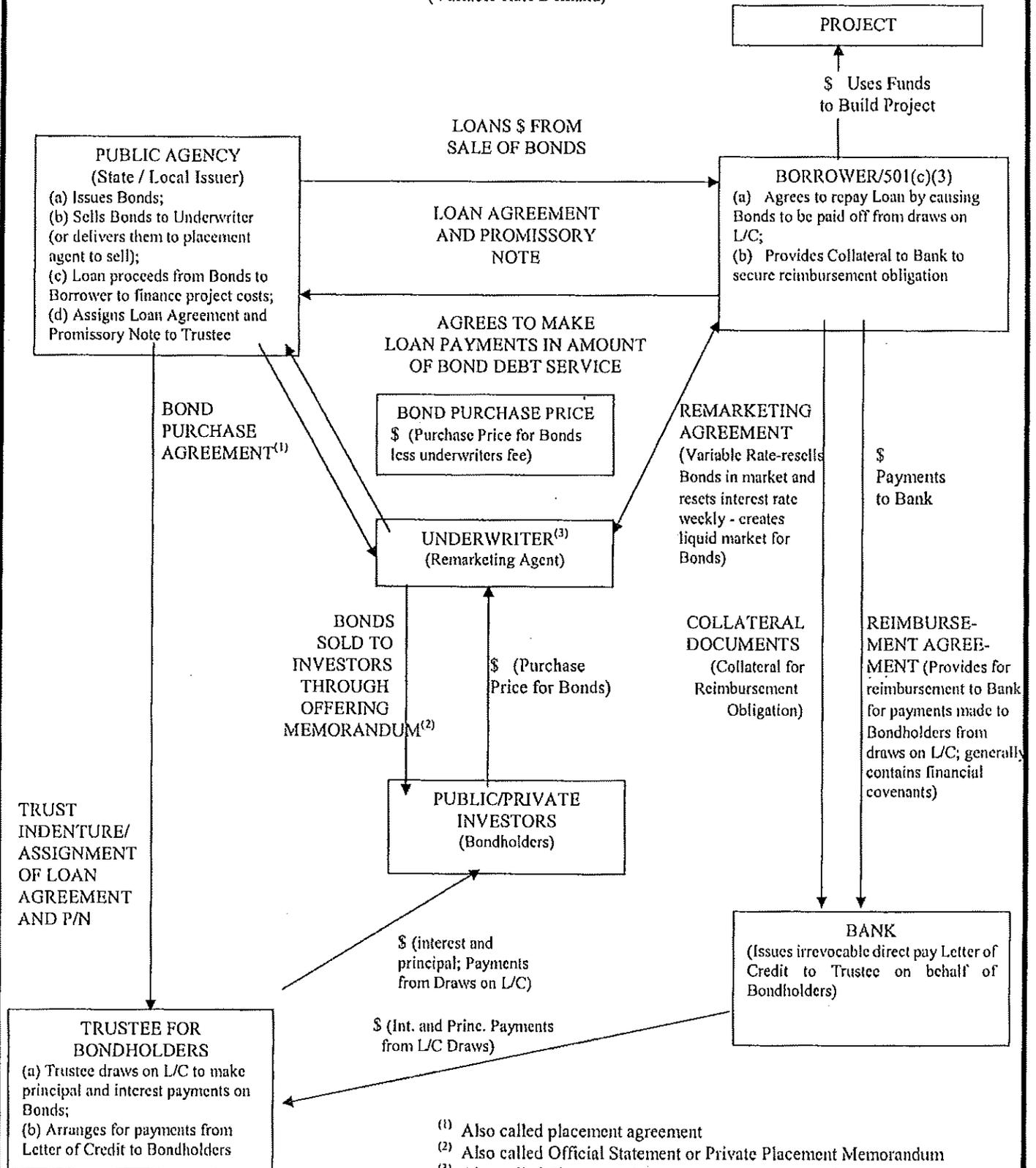
OVERVIEW

Bank

- Negotiate Bond and Bank documentation
- Obtain Bond Authorizing Resolution adopted by Issuer
- Sell Bonds / Close Transaction
 - ⇒ The time it takes to move through the process varies dramatically. The average time to fund a bond issue is typically 3 months, however, transactions have been done in as little as 1 to 2 months and as long as 3 years due to Project delays.

501(c)(3) BOND FINANCING STRUCTURE

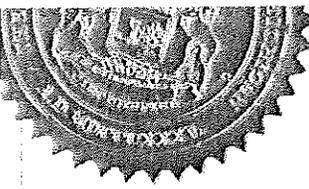
(Variable Rate Demand)



(1) Also called placement agreement

(2) Also called Official Statement or Private Placement Memorandum

(3) Also called Placement Agent also acts as Remarketing Agent



State of Michigan



DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

*I, Terri Lynn Land, Secretary of State of the State of Michigan and custodian of the Great Seal of the State, hereby certify that the attached is a true copy of the Articles of Incorporation and Affidavit of Publication of the Economic Development Corporation of the Village of Dexter filed in this Department on December 1, 1986, pursuant to Act 338 of Public Acts of 1974, as amended. *****End of Certification******

*IN TESTIMONY WHEREOF, I have hereto
affixed my signature and Great Seal of the
State, at Lansing, this 19th day of October in
the year of our Lord two thousand and ten.*



Secretary of State

68634-1-208042-OGS

This certification attests only to the authenticity of the signature of the official who signed the affixed document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp which the document bears. This certification is not intended to imply that the contents of the document are correct, nor that they have the approval of the State of Michigan.

MICHIGAN DEPARTMENT OF STATE
RICHARD H. AUSTIN SECRETARY OF STATE



LANSING
MICHIGAN 48918

December 1, 1986

Mr. Robert M. Harrison, Clerk
County of Washtenaw
Courthouse
Main and Huron
P.O. Box 8645
Ann Arbor, Michigan 48107-8645

Dear Mr. Harrison:

This will acknowledge receipt and filing today of a copy of a Resolution adopted April 22, 1985, by the Village Council approving Articles of Incorporation for the Economic Development Corporation of the Village of Dexter together with an affidavit of publication.

Very truly yours,

Gay Meese

Gay Meese, Supervisor
Great Seal & Registration Section
Room 114, Capitol Building
(517) 373-2531

GM:djs

cc: Carl F. Willoughby,
Village Manager



ROBERT M. HARRISON
COUNTY CLERK AND REGISTER OF DEEDS

Courthouse Main and Huron P.O. Box 8645 Ann Arbor, Michigan 48107-8645

November 25, 1986

Honorable Richard H. Austin
Secretary of State
Treasury Building
Lansing, MI 48902

Dear Mr. Austin:

Enclosed please find a certified copy of the Articles of Incorporation of The Economic Development Corporation of the Village of Dexter, Michigan, in conformity with Section 29 of Public Act 338 of 1974, as amended.

Also enclosed is the Affidavit of Publication from The Dexter Leader stating that the above Resolution and Articles of Incorporation were published on November 27, 1985.

A certified copy is being held in the County Clerk/Register's Office and one copy is being forwarded to the Recording Officer of the Corporation.

Sincerely,

ROBERT M. HARRISON
Washtenaw County Clerk/Register

Sue E. Danneffel

BY: Sue E. Danneffel, Deputy Clerk

RMH/sd

cc: Carl F. Willoughby,
Village Manager

RECORDED
INDEXED
NOV 26 1986

RECORDED
INDEXED
NOV 30 1986
RICHARD H. AUSTIN
SEC. OF STATE

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

I, Robert M. Harrison, Clerk of said County of Washtenaw and Clerk of the Circuit Court for said County, the same being a Court of Record:

Do hereby certify that the annexed is a true and compared copy of
The Economic Development Corporation of the Village of
Dexter, Michigan,

as appears of record in my office. That I have compared the same with the original and that it is a true transcript thereof and of the whole thereof.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at

At _____, this 25th day of November, 19 86.

ROBERT M. HARRISON, Clerk

By [Signature]
~~Deputy~~ Clerk



CF-0270-002

VILLAGE OF DEXTER

RESOLUTION

ECONOMIC DEVELOPMENT CORPORATION (EDC)

WHEREAS, pursuant to Act 338 of the Public Acts of 1974, as amended, (ACT) a group of nine persons has submitted a written application and proposed articles of incorporation for creation of an EDC to the Village Council, and

WHEREAS, the Village Council has caused Public Notice of the application to appear in the March 27, 1985, issue of the Dexter Leader inviting competing applications and announcing the location, date and time of holding a Public Hearing, the same information being continuously posted on the glass front door of the Village Office from March 22, 1985 through April 22, 1985, and

WHEREAS, on the 22 day of April, 1985, a Public Hearing was held affording an opportunity to all real property owners, taxpayers, and residents of the Village to be heard on the Subject EDC, and

WHEREAS, the Village Council deems the establishment of an EDC in and for the Village of Dexter to be in the Public interest, and

WHEREAS, the Village Council is authorized by the Act to approve not more than one application to create an EDC, and

WHEREAS, the application and Articles of Incorporation dated March 6 and March 11, 1985, respectively are acceptable to the Village Council, now

THEREFORE, BE IT RESOLVED by the Council of the Village of Dexter that the application and Articles of Incorporation signed by the nine persons identified below is approved, and

FURTHER, THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT.

INCORPORATORS: JOHN CARES, BRUCE WAGGONER, FREDERICK SCHMID, HARRY SHORE, JUDY McARTHUR, WILLIS E. TUPPER, DAVID HOSMER, PAUL S. FISHOP, LEONARD K. KITCHEN.

AYES: Stacey, Betz, Ritchie, Liddiard, Ceriani, Bishop

NAYS: NONE ABSENT: LEE

RESOLUTION DECLARED ADOPTED.

Donna L. Fisher
DONNA L. FISHER, VILLAGE CLERK

I HEREBY CERTIFY THAT THE FOREGOING CONSTITUTES A TRUE AND COMPLETE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE VILLAGE OF DEXTER, COUNTY OF WASHTENAW, MICHIGAN AT A REGULAR MEETING HELD ON THE 22 DAY OF APRIL, 1985.

Donna L. Fisher
DONNA L. FISHER, VILLAGE CLERK

FILED
WASHTENAW COUNTY, MI
OCT 10 10 27 AM '86
REGINA J. HARRISON
COUNTY CLERK/REGISTER

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming an economic development corporation under the provisions of Act No. 338 of the Public Acts of 1974, as amended.

ARTICLE I

Name. The name of the corporation is THE ECONOMIC DEVELOPMENT CORPORATION OF THE VILLAGE OF DEXTER, MICHIGAN.

ARTICLE II

The corporation is organized pursuant to Act 338 of the Public Acts of 1974, as amended ("Act 338"), to perform essential public purposes and functions of the Village of Dexter. Its purposes will be to alleviate and prevent conditions of unemployment; to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of Village of Dexter and the State of Michigan; to provide means and methods for the encouragement and assistance of industrial and commercial enterprises in locating, purchasing, constructing, reconstructing, modernizing, improving, maintaining, repairing, furnishing, equipping and expanding within the Village of Dexter to encourage the location and expansion of industrial and commercial enterprises to more conveniently provide needed services and facilities to the Village of Dexter and the residents thereof; to encourage the development of facilities designed to produce energy from renewable resources and to reduce energy consumption; and, to accomplish the foregoing, to do the following:

- (a) To construct, acquire by gift or purchase, reconstruct, improve, maintain, and repair the necessary lands, or interests in lands or portions of lands, for "projects", as defined in Act 338.
- (b) To acquire by gift or purchase the necessary machinery, furnishings and equipment for projects.
- (c) To make secured or unsecured loans, participate in the making of secured or unsecured loans, undertake commitments to make secured or unsecured loans and mortgages, sell loans and mortgages at public or private sale, rewrite loans and mortgages, discharge loans and mortgages, foreclose on a mortgage, or commence an action to protect or enforce a right conferred upon it by a law, mortgage, loan, contract, or other agreement.
- (d) To borrow money and issue its revenue bonds or revenue notes to finance or refinance part or all of the project costs and the costs necessary or incidental to the borrowing of money and issuing of bonds or notes for such purpose, and secure those bonds and notes by mortgage, assignment, or pledge of any of its money, revenues, income, and properties. Bonds and notes may be issued pursuant to this act to acquire and install projects, necessary lands, or an interest in the land or portion thereof, for the site therefor, and the necessary machinery, furnishings, and equipment for a project notwithstanding that the corporation does not own or propose to own such projects, lands, or machinery, furnishings, and equipment.

FILED
WASHTENAW COUNTY, MI
Oct 10 10 27 AM '86
ROBERT A. HARRISON
COUNTY CLERK/REGISTRAR

- (e) To enter into leases, lease purchase agreements, installment sales contracts or loan agreements with any person, firm or corporation for the use or sale of projects.
- (f) To mortgage or create security interests in the project, a part of the project, a lease or loan, or the rents, revenues, or sums to be paid during the term of a lease or loan, in favor of holders of bonds or notes issued by the corporation.
- (g) To sell and convey projects or any part thereof for a price and at a time as the corporation determines.
- (h) To lend, grant, transfer or convey funds, described in Section 27 of Act 338, as permitted by law, but subject to applicable restrictions affecting the use of these funds.
- (i) To assist and participate in the designation of the land area which will be acquired in the implementation of a project.
- (j) To prepare, assist and aid in the preparation of plans, services, studies and recommendations relative to the public purposes of the corporation and secure approval of the same by the affected municipalities.
- (k) To aid, assist and participate in clearing, rebuilding and rehabilitating blighted, deteriorated areas or structures.
- (l) To encourage citizen participation and assistance in industrial and commercial enterprises, housing and community improvements and to disseminate information to the general public concerning the purposes and objectives of the corporation.
- (m) To aid, assist and participate in the acquisition, rehabilitation or construction of industrial and commercial improvements, dwelling units or other structures or matters incidental thereto.
- (n) To hold, demolish, repair, alter and improve or otherwise develop, clear, and dispose of real property.
- (o) To enter into agreements, grants, and contracts with any state or federal agency or department, its political subdivisions and agency or department thereof, or any other organization in connection with the purpose of the corporation, subject to applicable laws and regulations.
- (p) To accept, hold, own and acquire by bequest, devise, gift, purchase or lease any property, real or mixed, whether tangible or intangible, without limitation as to kind, amount or value.
- (q) To sell, convey, lease, rent, mortgage, or make loans, grants or pledges of any such property, or any interest therein or proceeds therefrom, and to invest and reinvest the principal thereof and receipts therefrom, if any, subject to applicable laws and regulations.
- (r) To carry on any activity for the purposes above stated, either directly or as agent for or with public authorities, or in whole or in part through or by means of public authorities, individuals, corporations or other organizations, subject to applicable laws and regulations.

- (s) In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such other powers which now are or hereafter may be conferred by law upon corporation organized by the Village of Dexter pursuant to Act 338 and for the foregoing purposes.
- (t) This corporation shall not, however, exercise jurisdiction over any project within a municipality which has been or may hereafter authorize the organization of an economic development corporation for such municipality unless said constituent municipality and its corporation each specifically consent to such jurisdiction.

ARTICLE III

Sec. 1. Directors Management. The business and affairs of the corporation shall be managed by its board of directors except as otherwise provided by statute, by the Articles of Incorporation or by the by-laws.

Sec. 2. Board of Directors. The Board of Directors of the corporation shall consist of not less than 7 persons, not more than 3 of whom shall be an officer or employee of the municipality. Directors shall be public officers. The chief executive officer and any member of the governing body of the municipality may serve on the Board of Directors. These Directors shall be appointed for terms of 6 years, except of the Directors first appointed, 2 shall be appointed for 6 years, 1 for 5 years, 1 for 4 years, 1 for 3 years, 1 for 2 years, and 1 for 1 year. The corporation shall notify the President of the Village in writing of the corporation's designation of a project area and there shall be appointed promptly after such notice 2 additional Directors of the corporation who shall be representative of neighborhood residents or business interests likely to be affected by each such project proposed by the corporation and who shall cease to serve when the project for which they are appointed is either abandoned, or, if undertaken, is completed in accordance with the project plan. Directors shall serve without salary, but may be reimbursed their actual expenses incurred in the performance of their official duties, and may receive a per diem of not more than \$50.00. The meetings of the Board of Directors shall be public.

Sec. 3. Appointment of Board. The President of the Village with the advice and consent of the Village Council shall appoint the members of the board of directors after careful consideration of their qualifications which shall be submitted by them in writing and kept on file by the Village Clerk. Subsequent directors shall be appointed in the same manner as original appointments at the expiration of each director's term of office. A director whose term of office has expired shall continue to hold office until his successor has been appointed. A director may be reappointed to serve additional terms. If a vacancy is created by death or resignation or removal by operation of law, a successor shall be appointed within 30 days to hold office for the remainder of the term of office so vacated.

Sec. 4. Removal. A director may be removed from office for cause by a majority vote of the Village Council.

Sec. 5. Conflict of Interest. A director who has direct interest in any matter before the corporation shall disclose his interest prior to the corporation taking any action with respect to the matter, which disclosure shall become a part of the record of the corporation's official proceedings and the interested director shall further refrain from participation in the corporation's proceedings relating to the matter.

ARTICLE IV

Sec. 1. Officers. The officers of the corporation shall consist of a president, secretary, treasurer, and, if desired, one or more vice presidents, and such other officers as may from time to time be determined by the Board of Directors, each of whom shall be elected by the directors. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the articles of by-laws to be executed, acknowledged or verified by two or more officers.

Sec. 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors. Such officers may succeed themselves in office. If the election of officers shall not be held or made at such meeting, such election shall be held or made as soon thereafter as is convenient. Each officer so elected shall hold office for the term of which he is elected and until his successor is elected and qualified, or until his resignation or removal.

Sec. 3. Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors with or without cause whenever in its judgment the best interests of the corporation would be served thereby.

Sec. 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board of Directors for the unexpired portion of the term of such office.

Sec. 5. President. The president shall be the chief executive officer of the corporation, but he may from time to time delegate all or any part of his duties to an executive vice president, if one is elected, or to any vice president. He shall preside at all meetings of the Directors; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute all bonds, contracts, checks, and other obligations and execute bonds and interest coupons with his manual or facsimile signature in the name of the corporation as and when authorized by the Board of Directors; provided, however, that any bonds executed by facsimile signature of the president and the secretary shall be authenticated by a manual signature of a duly appointed corporate trustee or transfer agent appointed by the corporation. He shall do and perform such other duties as may be fixed by the by-laws and from time to time assigned to him by the Board of Directors.

Sec. 6. Vice Presidents. The vice president shall perform such duties as are delegated to him by the president and he and the other vice presidents in order of their seniority shall, in the absence or in the event of the disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board of Directors shall prescribe.

Sec. 7. Secretary. The secretary shall attend all meetings of the Board and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall attend to the giving, serving and receiving of all notices or process of or against the corporation, and shall perform such other duties as may be prescribed by the Board of Directors under whose supervision he shall be. He may sign with the president in the name of the corporation all bonds, contracts and other obligations and execute bonds and interest coupons with his manual or facsimile signature in the name of the corporation as and when so authorized by the Board of Directors, and when so ordered by the Board of Directors, he shall affix the seal of the corporation to any instrument requiring it or cause a facsimile thereof to be printed thereon;

provided, however, that any bonds executed by facsimile signature of the president and the secretary shall be authenticated by a manual signature of a duly appointed corporate trustee or transfer agent appointed by the corporation. He shall be sworn to the faithful discharge of his duties. The assistant secretary, if one is elected, shall perform the duties and exercise the power of the secretary in his absence or in the event of his disability.

Sec. 8. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall sign all receipts and vouchers for payment made to the corporation. He shall jointly with such other officer as may be designated by the Board of Directors sign all checks, promissory notes and other obligations of the corporation when so ordered by the Board of Directors. He shall render a statement of his cash accounts when required by the Board of Directors. He shall enter regularly in the books of the Corporation to be kept by him for the purpose full and accurate accounts of all moneys received and paid by him on account of the corporation, and shall, at all reasonable times, exhibit his books and accounts to the Board of Directors or any member thereof when so required. He shall perform all acts incidental to the position of treasurer fixed by the by-laws and as assigned to him from time to time by the Board of Directors. He shall be bonded for the faithful discharge of his duties as treasurer, the bond to be of such character, form and in such amount as the Board of Directors may require. The assistant treasurer, if one is elected, shall perform the duties and exercise the power of the treasurer in his absence or in the event of his disability.

Sec. 9. Delegation of Duties of Officers. In the absence of any officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any director, provided a majority of the Board then in office concurs therein.

Sec. 10. Salaries. The officers of the corporation shall serve without salary; provided, that nothing herein contained shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefor.

Sec. 11. The members of the Board of Directors or any person executing any revenue bond or revenue note on behalf of a corporation shall not be liable personally on the revenue bond or revenue note, or be subject to any personal liability or accountability by reason of the issuance of the revenue bond or revenue note, by reason of acquisition, construction, ownership, or operation of a project, or by reason of any other action taken or omitted by the Board of Directors. By resolution the Board of Directors may provide for the purchase of insurance indemnifying the members of the Board from and against any and all personal liability or accountability described in this section or any loss or expense related thereto.

ARTICLE V

Location of the first registered office is: Village Office, 8140 Main Street, Dexter, Michigan.

The post office address of the first registered office is: 8140 Main Street, Dexter Michigan 48130.

ARTICLE VI

The name of the first resident agent is: Paul S. Bishop.

ARTICLE VII

The amount of assets which said corporation possesses is:

- 1) Real property: None
- 2) Personal property: None.

The corporation will be financed from donations, gifts, grants, and devises, either solicited or unsolicited, obtained from public authorities, individuals, corporations and other organizations by earnings from its activities, borrowings, and issuance of revenue bonds.

ARTICLE VIII

The names and addresses of the incorporators are as follows: (Names listed on page 8).

ARTICLE IX

The corporation shall become effective sixty days after adoption of an ordinance by the Village Council authorizing this incorporation, its publication and its final approval as provided by law. The term of the corporate existence is perpetual.

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, officer or director of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, trustee, officer or director of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Upon dissolution of the corporation or the winding up of its affairs, all property and assets of the corporation shall be distributed exclusively to the Village of Dexter, or its successor.

ARTICLE XI

These Articles of Incorporation shall be published in the Dexter Leader in accordance with the provisions of Act 338 of Public Acts of 1974, as amended.

ARTICLE XII

The Board of Directors shall convene, organize and by resolution adopt by-laws which set forth the corporation's rules of procedure and regulation of projects and which may be altered, amended or repealed by resolution of the Board of Directors.

ARTICLE XIV

The Board of Directors shall adopt a Corporate Seal.

ARTICLE XV

All meetings of the Board of Directors shall be public and notice of such meetings will be posted in the office of the Clerk of the Village of Dexter once at least eighteen hours prior to the date of such meeting and the corporation shall comply with Act 267 of the Public Acts of 1976 relative to its meetings.

ARTICLE XVI

The corporation shall at all times be deemed to be an agency or political subdivision of the Village of Dexter. The books and records of the corporation and of the Board of Directors, officers and agents thereof shall be public and open to inspection and audit by the Village of Dexter at all reasonable times. The corporation shall submit an annual report of its activities to the Village Council and to the Office of Economic Development of the Michigan Department of Commerce, and shall annually publish in a newspaper of general circulation a report of its revenue and expenditures for the operating year.

ARTICLE XVII

These Articles of Incorporation may be amended in accordance with the provisions of Act 338.

We, the incorporators, sign our names this 11TH day of MARCH, 1985

[Signature]
John Cares
3315 Central Street
Dexter, Michigan 48130

[Signature]
Bruce Waggoner
3294 Broad Street
Dexter, Michigan 48130

[Signature]
Fred Schmid
8059 Main Street
Dexter, Michigan 48130

[Signature]
Harry Shore
7157 Joy Road
Dexter, Michigan 48130

[Signature]
Judy McArthur
8122 Main Street
Dexter, Michigan 48130

[Signature]
Willis Tupper
3045 Broad Street
Dexter, Michigan 48130

[Signature]
David Hosmer
3410 Broad Street
Dexter, Michigan 48130

[Signature]
Paul S. Bishop
7531 Forest Street
Dexter, Michigan 48130

[Signature]
Leonard Kitchen
3249 Broad Street
Dexter, Michigan 48130

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

On this 11TH day of MARCH, 1985, before me personally appeared JOHN CARES, BRUCE WAGGONER, FREDERICK SCHMID, HARRY H. SHORE, JUDY McARTHUR, WILLIS E. TUPPER, DAVID C. HOSMER, PAUL S. BISHOP, LEONARD K. KITCHEN, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
Carl F. Willoughby
Notary Public Washtenaw County, MI

RESOLUTION TO AMEND THE ARTICLES OF INCORPORATION
OF THE ECONOMIC DEVELOPMENT CORPORATION
OF THE VILLAGE OF DEXTER, MICHIGAN

WHEREAS, THE ARTICLES OF INCORPORATION for the Economic Development Corporation of the Village of Dexter, Michigan, signed by the incorporators on March 11, 1985, contain minor errors, and

WHEREAS, ACT 338 of the Public Acts of 1974 Section 30 provides that the Articles of Incorporation of an Economic Development Corporation may be amended by resolution of the municipality,

NOW, THEREFORE, BE IT RESOLVED THAT

- A. The first sentence of Article II is amended to read, "the corporation is organized pursuant to Act 338 of the Public Acts of 1974, as amended (Act 338), to perform essential public purposes and functions as an Economic Development Corporation under the Act."
- B. The first sentence of Section 2., Article III is amended to read, "The Board of Directors of the Corporation shall consist of not less than 9 persons, ..."
- C. The fourth sentence of Section 2., Article III is amended to read, "..... except of the Directors first appointed, 4 shall be appointed for 6 years,"
- D. The fifth sentence of Section 2., Article III is amended by changing "or" to "and" with the amended sentence reading in part, "..... representative of neighborhood residents and business interests"
- E. The second sentence of Section 1., Article IV is amended to correct the transposition of letters in the second use of the word "instrument" and to delete the words ".... by law or the articles of by-laws"

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be filed with the Secretary of State by the Village Clerk.

ADOPTION OF RESOLUTION MOVED BY COUNCILPERSON Betz, SUPPORTED BY COUNCILPERSON Waggoner.

AYES: Stacey, Liddiard, Betz, Waggoner, Ceriani, Bishop

NAYS: None

ABSENT: Ritchie

I hereby certify that this is a true copy of a resolution adopted by the Council of the Village of Dexter at it's meeting held August 11, 1986.

Donna L. Fisher
DONNA L. FISHER, VILLAGE CLERK

FILED
WASHINGTON COUNTY, MI
OCT 10 10 27 AM '86
ROBERT A. JOHNSON
COUNTY CLERK/REGISTER

RESOLUTION TO AMEND THE ARTICLES OF INCORPORATION
OF THE ECONOMIC DEVELOPMENT CORPORATION
OF THE VILLAGE OF DEXTER, MICHIGAN

WHEREAS, ACT 338 of the Public acts of 1974 (THE ACT) Section 30 provides that the Articles of Incorporation of an Economic Development Corporation (EDC) may be amended by resolution of the Municipality, and

WHEREAS, THE ACT, in Section 29, requires the Articles of Incorporation to set forth "the date upon which the Corporation shall become effective", and the Articles do not specify an effectivity date,

NOW, THEREFORE, the Council of the Village of Dexter resolves that Article IX of the Articles of Incorporation of the Economic Development Corporation of the Village of Dexter, Michigan is amended to read,
"The Corporation shall become effective on the twenty third day of September, 1986. The term of the Corporate existence is perpetual."

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be filed with the Secretary of State by the Village Clerk.

ADOPTION OF RESOLUTION MOVED BY COUNCILPERSON Waggoner, SUPPORTED BY COUNCILPERSON Betz.

AYES: Luddiard, Waggoner, Betz, Ritchie, Stacey Ceriani, Bishop

NAYS: None

ABSENT: None

RESOLUTION ADOPTED SEPTEMBER 22, 1986.

Donna L. Fisher
DONNA L. FISHER,
VILLAGE CLERK

I hereby certify that this is a true copy of a resolution adopted by the Council of the Village of Dexter at it's meeting held September 22, 1986.

Donna L. Fisher
DONNA L. FISHER, VILLAGE CLERK

FILED
WASHTENAW COUNTY, MI
OCT 10 10 27 AM '86
ROBERT L. JOHNSON
COUNTY CLERK/REGISTRAR

FIDAVIT OF PUBLICATION

OF MICHIGAN,
County of Washtenaw } ss.

Articles of Incorporation **RECEIVED**

NOV 20 1986

WASHTENAW COUNTY, MI
CLERK OF REGISTER'S OFFICE

WALTER P. LEONARD, being duly sworn, deposes and says that a notice, copy of which is annexed hereto, was published in THE DEXTER HERALD, a newspaper printed and circulated in said State and County, on

November 27, 1985 A.D. 19

that he is the publisher of said newspaper and knows well the facts stated

Walter P. Leonard

Walter P. Leonard, Publisher,
Editor

described and sworn to before me this 29th

of November A.D. 1985

HELEN MAY LEONARD
Notary Public, Michigan
Commission Expires November 30 1986

Helen May Leonard
Notary Public, Washtenaw County, Michigan.

Commission expires November 30, 1986 A.D. 19 86

HELEN MAY LEONARD
Notary Public, Washtenaw County, Michigan
Commission Expires November 30 1986

ARTICLES OF INCORPORATION

AGENDA 10-25-10

ITEM 5-1

SUMMARY OF BILLS AND PAYROLL

25-Oct-10

Payroll Check Register 10/20/10 \$35,441.36 Bi-weekly payroll processing

Account Payable Check Register 10/25/10 \$561,753.64

\$597,195.00 TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll	Amount	Comments
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**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

Exceptions:

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

VENDOR APPROVAL SUMMARY REPORT

Date: 10/19/2010

Time: 4:27pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	BACK UP SERVICE	450.00	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	TREE REMOVAL	1,550.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T	734 426 1425 2430	44.65	0.00
BARRETT PAVING MATERIALS INC	BARRETT PA	COMM. TOPPIN TONS	65.45	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	BROOMS	258.00	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	11/01/10-11/30/10	16,882.07	0.00
CALIFORNIA CONTRACTORS SUPPLIE	CALIF CONT	SUPPLIES	83.38	0.00
CINTAS CORPORATION	CINTAS	VILLAGE OFFICE	625.53	0.00
CMR MECHANICAL	CMR	LABOR	407.00	0.00
COMCAST	COMCAST	DPW	143.95	0.00
CORNERSTONE DESIGN INC	CORNERSTON	FIRE SATION	1,000.00	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,512.17	0.00
CREATIVE LAWN & LANDSCAPE, LLC	CREATIVE	SEPT SERVICE	2,125.00	0.00
CRIBLEY WELL DRILLING CO INC	CRIBLEY	WWTP	12.75	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	11/01/10-11/30/10	116.70	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	SUPPLIES	7.35	0.00
DEXTER MILL	DEX MILL	STRAW	14.00	0.00
DTE ENERGY	DET EDISON	9/1-10/4	13,705.65	0.00
ETNA SUPPLY CO	ETNA SUPPL	SENSUS SUPPLIES	2,560.13	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	11/01-12/1/10	539.92	0.00
GREEN GUYS LAWN AND LANDSCAPE	G GUYS		190.00	0.00
KEMIRA WATER SOLUTIONS INC	KEMIRA	CHEMICALS	3,950.74	0.00
LYNN BABCOCK	LYNN BABCO	SMORES	17.45	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	LED55RETROFIT	38,000.00	0.00
MICHIGAN FARMERS MARKET ASSOC	MICH FARM	REGISTRATION	100.00	0.00
MUNICIPAL EMPLOYEES RETIREMENT	MERS	PENSION	52,935.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR	408.70	0.00
PITNEY BOWES	PITNEY	POSTAGE METER	1,000.00	0.00
PURCHASE POWER	PURCHASE P	POSTAGE	349.50	0.00
S.F. STRONG	SF STRONG	WWTP	165.60	0.00
LARRY C. SEBRING	SEBRING/LA	CLOTHING ALLOWANCE	79.49	0.00
MARIE A. SHERRY	SHERRY/MA	EXPENSES	173.79	0.00
SORENSEN GROSS	SORENSEN	ESTIMATE # 10	341,301.85	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE	370.57	0.00
SWANNS	SWANNS	CLOTHING	180.96	0.00
SYLVESTER & COMPANY	SYLV	PAYROLL	1,016.00	0.00
SYNAGRO CENTRAL	SYNAGRO	LAB	744.52	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	LABOR & MATERIALS	2,154.85	0.00
URS CORPORATION	URS CORP	dexter spur trail connection	2,926.40	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL SERVICES	331.15	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCMENT OCT 2010	36,200.75	0.00
WASTE MANAGEMENT	WASTE MANA	RESIDENTIAL	37,046.87	0.00
Grand Total:			561,753.64	0.00

INVOICE APPROVAL LIST BY FUND

Date: 10/19/2010
 Time: 4:28pm
 Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Village Council							
101-101.000-802.000		Profession	CORNERSTONE DESIGN INC	0		10/18/2010	1,000.00
			FIRE SATION		10/18/2010		
101-101.000-802.000		Profession	MUNICIPAL EMPLOYEES RETIREMENT	0		10/18/2010	1,600.00
			PENSION				
101-101.000-959.000		Arts, Cult	LYNN BABCOCK	0		10/18/2010	17.45
			SMORES		10/18/10		
Total Village Council							2,617.45
Dept: Village Manager							
101-172.000-721.000		Health & L	DENTAL NETWORK OF AMERICA	0		10/18/2010	116.70
			11/01/10-11/30/10		188755		
101-172.000-721.000		Health & L	BLUE CARE NETWORK OF MICHIGAN	0		10/18/2010	1,939.42
			11/01/10-11/30/10				
101-172.000-722.000		Life & Dis	GDALETO, RAMSBY & ASSOCIATES	0		10/18/2010	130.59
			11/01-12/1/10		10/18/10		
101-172.000-727.000		Office Sup	STAPLES BUSINESS ADVANTAGE	0		10/18/2010	110.44
			OFFICE		10/18/10		
Total Village Manager							2,297.15
Dept: Finance Department							
101-201.000-802.000		Profession	SYLVESTER & COMPANY	0		10/18/2010	1,016.00
			PAYROLL		5789		
Total Finance Department							1,016.00
Dept: Village Treasurer							
101-253.000-721.000		Health & L	BLUE CARE NETWORK OF MICHIGAN	0		10/18/2010	1,404.63
			11/01/10-11/30/10				
101-253.000-722.000		Life & Dis	GDALETO, RAMSBY & ASSOCIATES	0		10/18/2010	38.02
			11/01-12/1/10		10/18/10		
101-253.000-727.000		Office Snp	STAPLES BUSINESS ADVANTAGE	0		10/18/2010	42.29
			OFFICE		10/18/10		
101-253.000-861.000		Travel & M	MARIE A. SHERRY	0		10/18/2010	173.79
			EXPENSES		10/18/10		
Total Village Treasurer							1,658.73
Dept: Buildings & Grounds							
101-265.000-727.000		Office Sup	ARBOR SPRINGS WATER CO.INC	0		10/18/2010	5.75
			OFFICE		1221644		
101-265.000-727.000		Office Sup	STAPLES BUSINESS ADVANTAGE	0		10/18/2010	217.84
			OFFICE		10/18/10		
101-265.000-728.000		Postage	PITNEY BOWES	0		10/19/2010	1,000.00
			POSTAGE METER		10/19/10		
101-265.000-728.000		Postage	PURCHASE POWER	0		10/19/2010	349.50
			POSTAGE				
101-265.000-803.000		Contracted	ABSOLUTE COMPUTER SERVICES	0		10/18/2010	360.00
			BACK UP SERVICE		62521		
101-265.000-920.000		Utilities	DTE ENERGY	0		10/19/2010	971.91
			9/1-10/4				
101-265.000-920.001		Telephones	NEXTEL COMMUNICATIONS	0		10/18/2010	58.39
			CELLULAR		593543512-103		
101-265.000-935.000		Bldg Maint	CINTAS CORPORATION	0		10/18/2010	106.23
			VILLAGE OFFICE		10/18/2010		
Total Buildings & Grounds							3,069.62
Dept: Village Tree Program							
101-285.000-803.000		Contracted	ARBOR CARE TREE SURGEONS	0		10/18/2010	1,550.00
			TREE REMOVAL		10/18/2010		
Total Village Tree Program							1,550.00
Dept: Law Enforcement							
101-301.000-803.000		Contracted	WASHTENAW COUNTY TREASURER	0		10/18/2010	36,200.75
			LAW ENFORCMENT OCT 2010		19260		
101-301.000-920.000		Utilities	DTE ENERGY	0		10/19/2010	405.50
			9/1-10/4				
Total Law Enforcement							36,606.25
Dept: Fire Department							
101-336.000-920.000		Utilities	DTE ENERGY	0		10/19/2010	324.40
			9/1-10/4				
Total Fire Department							324.40

INVOICE APPROVAL LIST BY FUND

Date: 10/19/2010
 Time: 4:28pm
 Page: 2

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Planning Department								
		101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	1,404.63
		101-400.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10	10/18/2010	37.41
Total Planning Department								1,442.04
Dept: Department of Public Works								
		101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	1,306.31
		101-441.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10	10/18/2010	39.56
		101-441.000-740.000	Operating	CALIFORNIA CONTRACTORS SUPPLIE SUPPLIES	0	93196	10/18/2010	83.38
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION VILLAGE OFFICE	0	10/18/2010	10/18/2010	232.70
		101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY GAS	0	5468690	10/18/2010	595.47
		101-441.000-802.000	Profession	ABSOLUTE COMPUTER SERVICES DPW	0	62519	10/18/2010	90.00
		101-441.000-920.000	Utilities	COMCAST DPW	0	10/18/10	10/18/2010	143.95
		101-441.000-920.000	Utilities	DTE ENERGY 9/1-10/4	0		10/19/2010	1,284.10
		101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR	0	593543512-103	10/18/2010	145.96
Total Department of Public Works								3,921.43
Dept: Downtown Public Works								
		101-442.000-730.000	Farmers Ma	MICHIGAN FARMERS MARKET ASSOC REGISTRATION	0	1018/10	10/18/2010	100.00
		101-442.000-802.000	Profession	CREATIVE LAWN & LANDSCAPE, LLC SEPT SERVICE	0	20051610	10/18/2010	2,125.00
		101-442.000-920.000	Utilities	DTE ENERGY 9/1-10/4	0		10/19/2010	742.74
Total Downtown Public Works								2,967.74
Dept: Municipal Street Lights								
		101-448.000-970.000	Capital Im	MCNAUGHTON-MCKAY LED55RETROFIT	0	10995486-00	10/18/2010	38,000.00
Total Municipal Street Lights								38,000.00
Dept: Solid Waste								
		101-528.000-740.000	Operating	DEXTER MILL STRAW	0	5335	10/18/2010	14.00
		101-528.000-805.000	Solid Wast	WASTE MANAGEMENT COMMERCIAL	0	7063526	10/18/2010	18,979.09
		101-528.000-805.000	Solid Wast	WASTE MANAGEMENT RESIDENTIAL	0	10/18/10	10/18/2010	18,067.78
Total Solid Waste								37,060.87
Dept: Parks & Recreation								
		101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	210.69
		101-751.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10	10/18/2010	6.38
		101-751.000-731.000	Landscape	GREEN GUYS LAWN AND LANDSCAPE	0	10/18/10	10/18/2010	190.00
Total Parks & Recreation								407.07
Dept: Insurance & Bonds								
		101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	1,474.13
		101-851.000-723.001	Other Post	MUNICIPAL EMPLOYEES RETIREMENT OPEB	0	10/18/10	10/18/2010	10,000.00
		101-851.000-723.002	Additional	MUNICIPAL EMPLOYEES RETIREMENT PENSION	0		10/18/2010	15,668.00
Total Insurance & Bonds								27,142.13
Dept: Capital Improvements								
		101-901.000-970.000	Capital Im	URS CORPORATION dexter spur trail connection	0	4465935	10/19/2010	2,926.40

INVOICE APPROVAL LIST BY FUND

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 Time: 4:28pm
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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: Capital Improvements									
								Total Capital Improvements	2,926.40
								Fund Total	163,007.28
Fund: Major Streets Fund									
Dept: Administration									
202-248.000-723.001	Other Post			MUNICIPAL EMPLOYEES RETIREMENT OPEB	0	10/18/10	10/18/2010	1,450.00	
								Total Administration	1,450.00
Dept: Routine Maintenance									
202-463.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	1,095.61	
202-463.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		33.18	
202-463.000-723.002	Additional			MUNICIPAL EMPLOYEES RETIREMENT PENSION	0		10/18/2010	2,267.00	
								Total Routine Maintenance	3,395.79
Dept: Traffic Services									
202-474.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	337.11	
202-474.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		10.21	
								Total Traffic Services	347.32
Dept: Winter Maintenance									
202-478.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	674.22	
202-478.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		20.42	
								Total Winter Maintenance	694.64
								Fund Total	5,887.75
Fund: Local Streets Fund									
Dept: Administration									
203-248.000-723.001	Other Post			MUNICIPAL EMPLOYEES RETIREMENT OPEB	0	10/18/10	10/18/2010	1,400.00	
								Total Administration	1,400.00
Dept: Routine Maintenance									
203-463.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	337.11	
203-463.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		10.21	
203-463.000-723.002	Additional			MUNICIPAL EMPLOYEES RETIREMENT PENSION	0		10/18/2010	2,187.00	
203-463.000-740.000	Operating			BARRETT PAVING MATERIALS INC COMM. TOPPIN TONS	0	123221	10/18/2010	65.45	
								Total Routine Maintenance	2,599.77
Dept: Traffic Services									
203-474.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	84.28	
203-474.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		2.55	
								Total Traffic Services	86.83
Dept: Winter Maintenance									
203-478.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	168.56	
203-478.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10		5.10	
								Total Winter Maintenance	173.66
								Fund Total	4,260.26

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Equipment Replacement Fund						
Dept: Department of Public Works						
402-441.000-939.000	Vehicle Ma	BELL EQUIPMENT COMPANY BROOMS	0	0072622	10/18/2010	258.00
Total Department of Public Works						258.00
Fund Total						258.00
Fund: SRF Project Fund						
Dept: Equalization Basin						
403-905.000-970.000	Capital Im	SORENSEN GROSS EQ BASIN	0	10/19/10	10/19/2010	164,687.81
403-905.000-970.000	Capital Im	SORENSEN GROSS ESTIMATE # 10	0		10/19/2010	176,614.04
Total Equalization Basin						341,301.85
Fund Total						341,301.85
Fund: Sewer Enterprise Fund						
Dept: Administration						
590-248.000-723.000	Retirement	MUNICIPAL EMPLOYEES RETIREMENT OPEB	0	10/18/10	10/18/2010	4,900.00
590-248.000-811.000	Atty Misc	VARNUM, RIDDERING, SCHMIDT LEGAL SERVICES	0	828426	10/18/2010	331.15
Total Administration						5,231.15
Dept: Sewer Utilities Department						
590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	5,156.30
590-548.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES 11/01-12/1/10	0	10/18/10	10/18/2010	123.78
590-548.000-723.002	Additional	MUNICIPAL EMPLOYEES RETIREMENT PENSION	0		10/18/2010	7,714.00
590-548.000-740.000	Operating	CRIBLEY WELL DRILLING CO INC WWTP	0	10/18/2010	10/18/2010	12.75
590-548.000-740.000	Operating	DEXTER CARDS & GIFTS SHOP SUPPLIES	0	1458	10/18/2010	7.35
590-548.000-740.000	Operating	S.F. STRONG WWTP	0	397801	10/18/2010	165.60
590-548.000-742.000	Chem Plant	KEMIRA WATER SOLUTIONS INC CHEMICALS	0	9017156351	10/18/2010	3,950.74
590-548.000-742.000	Chem Plant	UIS PROGRAMMABLE SERVICES INC LABOR & MATERIALS	0	530336538	10/18/2010	2,154.85
590-548.000-745.000	Uniform Al	CINTAS CORPORATION VILLAGE OFFICE	0	10/18/2010	10/18/2010	151.60
590-548.000-745.000	Uniform Al	SWANNS CLOTHING	0	10/18/10	10/18/2010	180.96
590-548.000-802.000	Profession	CMR MECHANICAL LABOR	0	5466	10/18/2010	407.00
590-548.000-802.000	Profession	SYNAGRO CENTRAL LAB	0	33541	10/18/2010	744.52
590-548.000-920.000	Utilities	DTE ENERGY 9/1-10/4	0		10/19/2010	5,492.00
590-548.000-920.001	Telephones	AT&T 734 426 1425 2430	0		10/18/2010	44.65
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR	0	593543512-103	10/18/2010	116.77
Total Sewer Utilities Department						26,422.87
Fund Total						31,654.02
Fund: Water Enterprise Fund						
Dept: Administration						
591-248.000-723.000	Retirement	MUNICIPAL EMPLOYEES RETIREMENT OPEB	0	10/18/10	10/18/2010	2,250.00
Total Administration						2,250.00
Dept: Water Utilities Department						
591-556.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 11/01/10-11/30/10	0		10/18/2010	1,289.07

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

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								
591-556.000-722.000			Life & Dis	GDALETO, RAMSEY & ASSOCIATES 11/01-12/1/10	0	10/18/10	10/18/2010	82.51
591-556.000-723.002			Additional	MUNICIPAL EMPLOYEES RETIREMENT PENSION	0		10/18/2010	3,499.00
591-556.000-745.000			Uniform Al	CINTAS CORPORATION VILLAGE OFFICE	0	10/18/2010	10/18/2010	135.00
591-556.000-745.000			Uniform Al	LARRY C. SEBRING CLOTHING ALLOWANCE	0	10/18/10	10/18/2010	79.49
591-556.000-751.000			Gasoline &	CORRIGAN OIL COMPANY GAS	0	5468690	10/18/2010	916.70
591-556.000-920.000			Utilities	DTE ENERGY 9/1-10/4	0		10/19/2010	4,485.00
591-556.000-920.001			Telephones	NEXTEL COMMUNICATIONS CELLULAR	0	593543512-103	10/18/2010	87.58
591-556.000-977.000			Equipment	ETNA SUPPLY CO SENSUS SUPPLIES	0	1856328	10/18/2010	2,560.13
Total Water Utilities Department								13,134.48
Fund Total								15,384.48
Grand Total								561,753.64

**VILLAGE OF DEXTER
2011 MEETING SCHEDULE**

AGENDA 10-25-10

* Holiday week

VILLAGE COUNCIL 2nd & 4th Monday at 7:30 PM	PLANNING COMMISSION 1st Monday at 7:30 PM	PARKS COMMISSION (Village Offices) 3rd Tuesday at 7 PM	ZONING BOARD OF APPEALS 3rd Monday at 7 PM	DOWNTOWN DEVELOPMENT AUTHORITY 3rd Thursday at 7:30 AM
January 10, 2011	January 3, 2011	January 18, 2011	January 19, 2011 *(Wed)	January 20, 2011
January 24, 2011	February 7, 2011	February 15, 2011	February 22, 2011 *(Tues)	February 17, 2011
February 14, 2011	March 7, 2011	March 15, 2011	March 21, 2011	March 17, 2011
February 28, 2011	April 4, 2011	April 19, 2011	April 18, 2011	April 21, 2011
March 14, 2011	May 2, 2011	May 17, 2011	May 16, 2011	May 19, 2011
March 28, 2011	June 6, 2011	June 21, 2011	June 20, 2011	June 16, 2011
April 11, 2011	July 5, 2011 *(Tues)	July 19, 2011	July 18, 2011	July 21, 2011
April 25, 2011	August 1, 2011	August 16, 2011	August 15, 2011	August 18, 2011
May 9, 2011	September 6, 2011 *(Tues)	September 20, 2011	September 19, 2011	September 15, 2011
May 23, 2011	October 3, 2011	October 18, 2011	October 17, 2011	October 20, 2011
June 13, 2011	November 7, 2011	November 15, 2011	November 21, 2011	November 17, 2011
June 27, 2011	December 5, 2011	December 20, 2011	December 19, 2011	December 15, 2011
July 11, 2011				
July 25, 2011				
August 8, 2011				
August 22, 2011				
September 12, 2011				
September 26, 2011				
October 10, 2011				
October 24, 2011				
November 14, 2011				
November 28, 2011				
December 12, 2011				
December 26, 2011				

ITEM 5-2

All meetings are held at the Senior Center, 7720 Ann Arbor Street, unless otherwise noted.

* If meetings are not on the regularly scheduled day due to a holiday, please check meeting location changes.

Accepted by Village Council:

AGENDA 10-25-10

ITEM S-3

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council
From: President Keough
Date: October 25, 2010
Re: Appointments

I would like to recommend the appointment of Matthew McCormack to the Arts, Culture & Heritage Committee with a term expiring June 30, 2011.

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Date 10/15/10
 Name Matthew McCormack
 Address 3379 Central St. Email matt@newlinegenealogy.com
 Phone 734-426-3886 Best time to call any

Which Commission/Committee are you applying for?

- Zoning Board of Appeals Downtown Development Authority
- Planning Commission Parks Commission
- Arts, Culture & Heritage Committee Tree Board
- Farmers Market Oversight Committee
- Other (Specify) _____

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

Discussions with current members. Would like to provide a historical perspective.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?

Planning Commission. Degree in History, Historic Preservation. Member of several Historical & Genealogical societies

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

Resident of the village for almost 40 years.

AGENDA 10-25-10

ITEM S-4

Temporary Sign Request

Name of Organization: Dexter Lions Club

The organization qualifies as: non-profit charitable educational religious

Contact Person: Bob Steptoe

Organization Address: PO Box 102 Dexter MI

Contact Phone/E-mail: 426-~~2222~~ 5191 Bob8554@aol.com

Reason for Request: Annual Christmas Tree Sale

Dates Requested: Nov 26 thru Dec 30

Number of Signs Requested: 2

Size: 3ft x 5ft (A frame)
2ft x 25ft / trailer sign - 4'x8'
on side of semi trailer
at tree lot at Creekside School

Sign Locations: Select all that apply:

Entrances to the Village - Baker, Central, Dexter Ann Arbor

Baker/Main Monument Park

In front of Buschs

Monument Park

Near Each of the Five Schools Creekside - 1 on trailer / 1 @ entrance

Other - please explain in detail: _____

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.

Nick Steptoe
Signature of Applicant

10-25-2010
Date

Date Received: 10/25/10

Date Approved by Council: _____



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Michigan Medical Marihuana Law of 2008
Date: October 25, 2010

At the last Council meeting there was additional discussion about the policy direction of the Village of Dexter and the regulation of medical marihuana.

The following information is attached to help the discussion.

1. Draft Ordinance
2. Example License/Permit from Walled Lake
3. October 4, 2010 Memo to Planning Commission
4. Maps illustrating distances from school as recommended
5. Please also review Council packets from September 13th and September 27th for additional information that has been provided, including a copy of the law, court appeals opinion, newspaper articles and staff notes from MML work session.

The following is a list of the items that the Planning Commission discussed and requested additional information on for the November meeting and that staff is currently reviewing.

1. Insurance requirements – can dispensaries be insured?
2. Dispensaries or prohibiting dispensaries and the risks associated with both options
3. Drug Free School Zones
4. Number of dispensaries permitted in the Village limits
5. Distance between dispensaries and distance from school and public libraries; 1000 feet excludes most C-1 and PB district areas.
6. Zoning Districts in which dispensaries could be permitted
7. Adding dispensaries to Article 5, Parking standards
8. Creation of the license for review.
9. Establishing maximum number of dispensaries based on proportion of registered users per population.
10. C-1 District – accessible, parking available, public transit available, locations not discrete, open and visible deters crime, PB District considered appropriate as well given similar uses.
11. Security system requirements – discussion on what we will require to protect the public’s health, safety and welfare.

ACTION REQUESTED

Council is being asked to provide additional direction to the Planning Commission in relation to the regulation of medical marihuana within the Village.

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

Proposed Medical Marihuana ordinance language

The following are amendments proposed to the Village of Dexter Zoning Ordinance, Article 2, Article 3 and Articles TBD (To Be Determined) based on the direction of the Planning Commission for the appropriate zoning district for Medical Marihuana pursuant to the Medical Marihuana Act of 2008.

Article 2. Definitions

Add:

Medical Marihuana Dispensary – means any store front, office building, or other structure or any type of mobile unit or entity that dispenses, facilitates, sells, or provides, in any manner, marihuana or caunabis or any product containing marihuana or cannabis to patients permitted by the State of Michigan and in compliance with the Medical Marihuana Act of 2008. ~~Medical Marihuana Dispensary means a facility, including a membership club, compassion, or private club where primary caregivers who are legally registered by the MDCH may lawfully assist qualifying patients to whom the primary caregiver is connected through the state registration process and who are also legally registered by the MDCH with the medical use of marihuana in accordance with the Michigan Medical Marihuana Act (the “Act”), as amended. No retail sales of drug paraphernalia as defined by this ordinance are permitted at the Dispensary, except to patients and primary caregivers registered by the Michigan Department of Community Health (MDCH). No growing or cultivation is permitted at a Dispensary. A Dispensary shall not include or permit consumption of medical marihuana. A use which purports to have engaged in the medical use of marihuana prior to enactment of said Ordinance, shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance and/or State Law.~~

Deleted: those

Deleted: license

Deleted: No retail sales of drug paraphernalia as defined by this ordinance are permitted at the Dispensary, except to patients and their designees. No growing or cultivation is permitted at a Dispensary.

Deleted: Michigan Department of Community Health (

Deleted: either

Deleted: Act

Deleted: or after[¶] enactment of said Act but without being legally registered by the MDCH,

Deleted: The facility shall not include or permit consumption of medical marihuana.

Deleted: Add:[¶]
Medical Marihuana Cultivation/Grow Facility – means the cultivation of[¶] medical marihuana by a registered qualifying patient or registered primary caregiver as defined in the Michigan Medical Marihuana Act, in any facility, building or structure, other than a single family dwelling that is that person's primary residence.

Deleted: where registered primary caregivers as defined in the Medical Marihuana Act (MMA) cultivates, plants, grows or manufactures marihuana or cannabis.

Deleted: (OR PROHIBIT CULTIVATION/GROW FACILITIES)[¶]

[¶]

Add:

Medical Marihuana Home Occupation. Means the cultivation of medical marihuana by a registered primary caregiver as defined in Sec. 3 of the Act, MCL §333.26423(g), for compensation, within a single family dwelling that is the registered primary caregiver's primary residence and which cultivation is in conformity with the restrictions and regulations contained in the Act and in the State Regulations developed by the Michigan Department of Community Health (MDCH). Medical Marihuana Home Use does not include any multi-family dwelling.

Article 3, Section 3.05. Home Occupations.

Amend:

1. A home occupation may be permitted in a single-family detached dwelling within a zoning district where such dwelling is permitted, subject to the following conditions.

(A) ~~Application and approval of the home occupation is received from the Village of Dexter in accordance with this section.~~

(B) Certain uses by the nature of their operation have a pronounced tendency to increase in intensity beyond the limits permitted for home occupations, thereby impairing the reasonable use and value of surrounding residential properties.

Therefore, the following uses shall not be permitted as home occupations: medical care services, mortuaries, funeral homes, tea rooms (café's & coffee houses), antique shops, restaurants, private clubs, veterinary clinics, ~~animal grooming establishments, barbers shops or beauty parlors with more than one stylist, clinics or hospitals, commercial stables or kennels, real estate offices, restaurants, vehicle repair or painting shops, retail sales, landscape installation and maintenance businesses, snow removal businesses, construction contractors, trailer rentals, funeral homes, nursing homes, private clubs, adult regulated uses and repair shops in general.~~ However, this section is not intended to prohibit offices related to the administration of construction contracting, landscaping, maintenance, or snow removal businesses. Note, this list does not include every use that is prohibited as a home occupation.

(C) The use of the dwelling unit for a home occupation shall be clearly incidental and subordinate to its use for residential purposes, and not more than one-quarter (25%) of the floor area of the dwelling unit may be used for the purposes of the home occupation or for storage purposes in conjunction with the home occupation.

(D) A home occupation shall be conducted completely within the principal structure.

(E) There shall be no change in the outside appearance of the structure or premises, or other visible evidence of conduct of such home occupation, and there shall be no external or internal alterations not customary in residential areas including the expansion of off-street parking areas in excess of residential standards.

(F) No article shall be sold or offered for sale on the premises except such as is primarily produced within the dwelling.

(G) A home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, wireless communications interference, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than would normally be generated in a similarly zoned residential district.

(H) Signs not customarily found in residential areas shall be prohibited. However, one (1) non-illuminated name plate, not more than two (2) square feet in area, may be attached to the building, and which sign shall contain only the name, occupation, and address of the premises.

(I) There shall be no deliveries to or from a home occupation with a vehicle larger than a 15,000-pound truck with not more than two (2) axles.

(J) In no case shall a home occupation be open to the public earlier than 8:00 a.m., nor later than 7:00 p.m.

(K) No outdoor display or storage of materials, goods, supplies, or equipment used in the home occupation shall be permitted on the premises. The home occupation shall not be visible from the street.

(L) Bed & Breakfast operations shall be permitted in Residential Districts as regulated in Section 8.11 of this Ordinance.

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Deleted: K.

(M) A permitted home occupation shall only employ the resident of the dwelling and up to a total of two additional persons. The two additional employees may be either related or unrelated to the dwelling occupants. The total number of employees associated with the home occupation may not exceed a total of three persons per residential structure.

Deleted: L.

(N) No more than one other person shall be employed or involved with such activity on premises other than a member of the immediate family residing in the dwelling unit.

Deleted: §

(O) Services and transactions shall be conducted by appointment only, walk-in retail trade shall be prohibited.

(2) Medical Marihuana Home Occupation. In addition to the requirements in Section 3.05(1), Medical marihuana home occupations shall be subject to the following requirements:

(A) The medical use of marihuana shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.

(B) All medical marihuana shall be contained within the main building in an enclosed, locked facility.

(C) All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of the residential structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

(D) If a room with windows is utilized as a growing location, any lighting methods that exceed usual residential periods between the hours of 11pm and 7am shall employ shielding methods, without alteration to the exterior of the residence, to prevent ambient light spillage that may create a distraction for adjacent residential properties.

(E) That portion of the residential structure where energy usage and heat exceeds typical residential use, such as grow room, and the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the Fire Department to insure compliance with the Michigan Fire Protection Code.

Deleted: (2) A registered primary caregiver operating a medical marijuana home occupation shall not be located within a 1,000 feet of a school, as measured from the outermost boundaries of the lot or parcel on which the home occupation and school is located.
(3) Not more than one (1) primary caregiver per parcel shall be permitted to grow or cultivate medical marijuana.
(4) Not more than five (5) qualifying patients shall be assisted with the medical use of marijuana within any given calendar week.

Deleted: §
(9) The premises shall be open for inspection upon request by the Building Official the Fire Department

Deleted: and law enforcement officials

Deleted: for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.

District Regulations – Planning Commission direction

Upon determining what district(s) in which a Dispensary are a permitted use and/or special use, Articles and Sections would be added to the TBD.

Deleted: and/or Cultivation Facility

Add:

Article TBD, Sec. TBD. Medical Marihuana Dispensary

The intent of the Zoning Ordinance is to regulate medical marihuana dispensaries by providing for regulations and fees in a manner that promotes and protects the public health, safety and welfare, mitigates potential impacts on surrounding properties and persons, and that conforms with the policies and requirements of the Michigan Medical Marihuana Act, MCL 333.26421, et seq (hereinafter “Act”). Nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marihuana not in strict compliance with the Act or the General Rules,. Also, since Federal law is not affected by the Act or the General Rules, nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under Federal law. The Act does not protect users, caregivers or the owners of properties on which the medical use of marihuana is occurring from Federal Prosecution, or from having their property seized by Federal authorities under the Federal Control Substances Act.

The following Standards for Medical Marihuana Dispensaries shall apply:

(1) The medical use of marihuana shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time;

(2) No person shall own or operate a medical marihuana facility in the Village without first applying for and receiving a permit from the Village.

(3) Permits are non transferrable and shall only apply to the person listed on the permit.

(4) Permits shall be valid for a period of one year.

(5) Application for a Medical Marihuana Dispensary Permit shall be made to the Village upon application forms provided by the Village for Medical Marihuana Dispensary Permit and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Village Council;

(6) The sheriff's department shall review the proposed application to operate a dispensary regarding public health, safety, and welfare concerns of the proposal;

(7) Revocation of Permit; Appeal: Permits issued pursuant to this section may be revoked by the Village upon finding based upon competent, material and substantial evidence of the following clauses:

- a. Any fraud, misrepresentation or false statement contained in the application or in connection with the services and/or merchandise;
- b. Any violation of this section;
- c. Conviction by the permittee of any felony; or
- d. Conducting the business in an unlawful manner or in such a manner as to constitute breach of the peace.
- e. Notice of revocation of permit shall be given in writing, setting forth specifically the grounds for the revocation; such notice shall be mailed to the permittee at the address provided in the application. Any permittee whose permit has been revoked as herein provided shall have the right to appeal the revocation to the Village Council at a public hearing. Village Council shall submit to the applicant a written statement of its findings and determinations. The Council's determination shall be based upon competent, material and substantial evidence showing failure to comply with the requirements.

(8) The dispensary site shall not be located within a 500 foot radius of a school building;

(9) The dispensary site shall not be located within five hundred (500) feet of a lawfully existing medical marihuana dispensary, as measured from the outermost boundaries of the subject lot or parcels;

Deleted: 2

Deleted: 3

(10) A maximum of (considering 1 or 2 based on population) dispensaries will be permitted in the Village of Dexter.

Deleted: 4

Deleted: _____

(11) A maximum of 3 care providers are permitted to operate out of one (1) establishment.

Deleted: 5

(12) Smoking and/or use of medical marihuana shall be prohibited at the dispensary;

(13) Growing or cultivation of medical marihuana is prohibited;

Deleted: 6

(14) All activity related to the dispensary shall be done indoors;

Deleted: 7

(15) The facility shall not be permitted to have drive-thru facilities.

Deleted: 8

(16) No patients shall be allowed in the facility after hours.

Deleted: 9

(17) The facility shall open no earlier than 8:00 am and close no later than 8:00 pm.

Deleted: 0

(18) Parking requirements for a facility shall be consistent with the parking requirements for medical clinics.

Deleted: 1

(19) Security systems must be installed. Proof of system installation and ongoing monitoring is required.

Deleted: 2

(20) The premises shall be open for inspection upon request by the Building Official the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.

Deleted: 13

(21) Inspections may be made by the Village Official's designee to confirm the dispensary is operating in accordance with applicable laws including, but not limited to, State Law and Village Ordinances;

Deleted: 14

(22) Any medical marihuana dispensary shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marihuana.

Deleted: 5

Deleted: 15

(23) Any medical marihuana dispensary shall maintain a log book and/or database identifying by date the amount of medical marihuana on the premises for each registered qualifying patient and or registered primary caregiver, keeping the qualifying patient and

Deleted: 16

caregiver information confidential. This log shall be available to law enforcement personnel to confirm that the medical marihuana dispensary does not have more medical marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of medical marihuana at the facility. The facility shall maintain the confidentiality of qualifying patients and caregivers in compliance with the Michigan Medical Marihuana Act, as amended.

(24) If the dispensary ceases operation for a length of time of sixty (60) days or greater, the permit shall expire;

(25) All medical marihuana shall be contained within the main building in an enclosed, locked facility;

(26) Any person who violates any provision of this article shall be responsible for violations as set forth in Article 22, Section 22.09.

ADDITIONAL NECESSARY AMENDMENTS

Article TBD, Sec. TBD. Permitted/Special Uses (in the _____ District).

Add:

(TBD) Medical Marihuana Dispensary, subject to the specific provisions in section TBD.

Deleted: 17

Deleted: (1) No person shall own or operate a medical marihuana facility in the Village without first applying for and receiving a license from the Village.¶

(1) Licenses are non transferrable and shall only apply to the person listed on the license.¶

(2) Licenses shall be valid for a period of one year.¶

(2) Application for a Medical Marihuana Dispensary License shall be made to the Village upon application forms provided by the Village for Medical Marihuana Dispensary License and signed by the applicant verifying the truth and accuracy of all¶

information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the¶

confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Village Council.¶

(2) The sheriff's department shall review the proposed application to operate a dispensary regarding public health, safety, and welfare concerns of the proposar.¶

(2) Revocation of Permit; Appeal: Permits issued pursuant to this section may be revoked by the Village upon finding based upon competent, material[1]

Deleted: Add:¶

Article TBD, Section TBD. Medical Marihuana Cultivation/Grow Facility¶

¶ Any Medical Marihuana Cultivation/Grow operation, in addition to the requirements of medical marihuana dispensary requirements shall comply with the following requirements:¶

(1) Dispensing is not permitted from a cultivation/grow facility or operation.¶

(2) The grow operation shall be in compliance with Fire Protection Code.¶

(3) The grow operation shall receive OSHA/MIOSHA certifications regarding[2]

Deleted: Article, Sec. TBD. Permitted/Special Uses (in the _____ District).¶

Add:¶ (TBD) Medical Marihuana Dispensary, subject to the specific provisions in section TBD.¶

¶ Article, Sec. TBD. Permitted/Special Uses (in the _____ District).¶

Add:¶ (TBD). Medical Marihuana Cultivation Facility, subject to the specific provisions in section TBD.¶

¶



City of Walled Lake
 1499 E. West Maple
 Walled Lake, MI 48390
 (248) 624-4847 Fax (248) 624-1616

Application for Medical Marijuana Dispensary

Failure to submit all required information may result in a delay in the processing of your application.

Parcel ID # _____ Zoning District _____

Business Name: _____ Address/Ste #. _____

Telephone: _____ Fax: _____

IF APPLICANT IS INDIVIDUAL, COMPLETE THE FOLLOWING:

Home Address: _____

SS#: _____ DOB: _____

DL#: _____ Jurisdiction that issued Driver's License: _____

IF APPLICANT IS A CORPORATION, PARTNERSHIP, ASSOCIATION OR LIMITED LIABILITY CORPORATION: applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGE MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP of 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW MUST ALSO BE FINGERPRINTED by the licensing authority. If necessary, provide additional information on a separate sheet.

NAME	HOME ADDRESS, CITY, STATE&ZIP CODE	DOB	POSITION	% OWNED

Has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been convicted of a felony or controlled substances violations(s) in a federal, state, or other court?

Yes

No

If the answer is yes, please provide the following: (if necessary, provide additional information on a separate sheet)

Name and Location of Court	Charge convicted of	Sentence	Date of Sentencing	Last date of incarceration/parole/probation

Has the applicant been denied an application for a medical marijuana dispensary by any jurisdiction? Yes No

Has the applicant had a medical dispensary license suspended or revoked by any jurisdiction? Yes No

Does the Applicant have legal possession of the premises for at least 1 year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

Ownership Lease Other (explain in detail) _____

If leased, list of name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires

If premises are leased, attach written consent by the owner of the property to the licensing of the premises for a medical marijuana dispensary.

Name of Manager for licensed premises: _____ DOB: _____

SS#: _____ DL#: _____

Registry I.D. #: _____

Building Owner: _____

Address: _____ Phone: _____

Square footage to be occupied: _____ Number of Employees: _____

Hours of Operation: _____ Number of Registered Qualifying Patients: _____

Does applicant have alarm system in place? Yes No

If yes, name of company, contact name and number? _____

Does applicant have licensed firearms on premises? Yes No

If yes, state quantity and type (make, model, and caliber/gauge): _____

Does the applicant propose to have retail sales of food or beverages or other merchandise on site? Yes No

If yes, what items will be sold? _____

Does the applicant have a retail sales license? Yes No

If yes, when did applicant obtain license? _____

Has applicant begun operations as a medical marijuana dispensary? Yes No

If yes, when did operations begin? _____

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the City of Walled Lake Municipal Code and all Rules and Regulations which govern my Medical Marijuana Dispensary License Application.

Authorized Signature	Title	Date
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Fees:

* Subject to change by City Council without notice.

\$3,000 Initial Application Fee
 \$1,000 Annual Renewal Fee

Ferndate #2000

Items must be submitted with application for review. Failure to submit all required information may result in a delay in the processing of your application.

- Provide a copy of any lease or rental agreement pertaining to the Dispensary with this application;
- Provide a description of the security plan, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the Dispensary facility and premises;
- An executed Release of Liability, indemnification and hold harmless agreement (see attached);
- Proof of Insurance;
- Maximum number of caregivers and qualifying patients;
- Area map, drawn to scale, indicating within a radius of one thousand five hundred feet (1,500) from the boundaries of the proposed Dispensary site, the proximity of the site to any school, existing dispensary, recreational facility, church, public or private park, or to any residential zone;
- Description of the screening, registration and validation process for persons receiving or dispensing marijuana at the proposed Dispensary;
- Disclosure of any citation or conviction for, or guilty/no contest plea to, any violation of the laws of the United States, any state, or any local unit of government regulating controlled substances by the applicant or any of its members, officials, owners or shareholders;
- Description of the process for tracking medical marijuana quantities and inventory controls, including on-site cultivation (if any), processing and medical marijuana products received from outside sources;
- Description of an operating plan for the proposed dispensary including the following:

i. A description of the products and services to be provided by the Dispensary, including retail sales of food and/or beverages, if any, and any related accommodations or facilities;

ii. Floor plan, drawn to scale, showing the layout of the Dispensary and the principle uses of the floor area depicted therein, including a detailed interior depiction of where any services other than the dispensing of medical marijuana and proposes to occur on the premises;

iii. Detailed description of all marijuana storage facilities and equipment including enclosed, locked facilities, if any, as may be required by the Act.

____ Description of waste disposal procedures, methods and facilities for marijuana waste products including, not limited to, usable and non-usable marijuana;

____ Description of any proposed signs including a detailed depiction of sign language or displays, dimensions, locations, quantity, configuration and illumination;

____ Description and drawing of proposed buildings to (exterior) to be constructed or used.

The approval of the above use and occupancy is limited to those described, and that further change, expansion or addition from the approved use is expressly prohibited.

For Department Use Only

Planning/Zoning Approved/Not Approved Date: _____

Building Department Approval: _____ Signed by: _____

Police Department Approval: _____ Signed by: _____

Fire Department Approval: _____ Signed by: _____

City Manager: _____ **Final Approval** **Date:** _____



Memorandum

To: Planning Commission
From: Allison Bishop, AICP, Community Development Manager
Re: Medical Marijuana
Date: October 4, 2010

Following the September 20, 2010 Planning Commission and Council work session the Planning Commission should have a general understanding of the Michigan Medical Marijuana Law (MMML) of 2008.

Based on the discussion at the meeting the direction for Planning Commission is to proceed with drafting a recommended ordinance for Council action.

ATTACHMENTS

1. Draft Ordinance
2. September 7, 2010 memo to Planning Commission
3. September 13, 2010 memo to Village Council
4. Staff notes from MML Seminar on September 21, 2010
5. Article 15, Village Commercial District (VC)
6. Article 15A, Central Business District (CBD)
7. Article 14, General Business District (C-1)
8. Article 14A, Professional Business District (PB)
9. Example Medical Marijuana Dispensary Use Application
10. Annarbor.com article on law needing clarification
11. Court of Appeals opinion issued September 14, 2010 on MMML

The attached ordinance has been revised following the work session and additional education that staff has received through MML and other recent developments in the law.

1. Cultivation Facilities have been removed.
2. Limitations on the number of care providers permitted to operate out of an establishment has been added to be a maximum of 3.

ITEMS FOR CONSIDERATION

The Planning Commission should review the ordinance for the following:

1. Medical Marijuana Dispensary definition – The definition discusses what is included or not in a medical marijuana facility. As proposed the definition does not permit retail sales, consumption or cultivation of medical marijuana.
2. Medical Marijuana Home Occupation – The definition mirrors the MMML of 2008 and does not permit home occupations within multiple family dwellings.

3. Home Occupations – Regulations for existing home occupations are proposed for amendment. Amendments are shown underlined. Additional provisions are proposed for Medical Marihuana Home Occupations to protect the public’s health, safety and welfare, including light disturbance and fire and building codes compliance.
4. District Regulations for Medical Marihuana Dispensaries – intent is provided to permit and regulate medical marihuana uses. Standards are specifically recommended in accordance with the Village’s Zoning Laws and in accordance with the Master Plan, similar to special land uses. At this time it is not recommended that medical marihuana regulations require special land use approval in an effort to protect the privacy laws in place in accordance with the act. The Village should establish proper regulations to protect the health, safety and welfare of the public and not require additional necessary review and approval of the use.
5. Specific Regulations –
 - a. Distance from schools –
 - b. Maximum number of dispensaries within the Village limits. ProCon.org has data that suggests an average of 12 states with medical marihuana laws that approximately 1.9 persons per 1000 are registered medical marihuana users. These statistics do not include Michigan. Based on the Village’s population there could possibly be approximately 7 medical marihuana patients within the Village. Based on the statistics it may be reasonable at this time for the Village to limit the number of dispensaries to two (2).
 - c. Maximum number of care providers per establishment has been limited to three (3). Theoretically this means that there would be no more than 15 patients per establishment, however there are also patient to patient transfers which increases potential visitors to an establishment.
6. Districts in which Medical Marihuana Dispensaries will be permitted – Based on the memo provided on September 7, 2010 it was recommended that the Planning Commission consider the C-1, General Business District or the PB Professional Business District given the common characteristics of the uses currently permitted within those district and the intent of those districts. In accordance with the Master Plan, Future Use Map and Existing Land Use map, uses within those districts are as follows:

Community Commercial

Intent: The Community Commercial designation incorporates those commercial uses which are relatively independent and do not require a location in proximity to similar uses or a leading tenant to attract business.

Description: This designation is scope and located at the intersection of Central Street and the Conrail Crossing, and within the ARC (Ann Arbor Road Corridor) Special Planning area.

Relationship to Physical and Natural Features: Areas planned for the Community Commercial designation generally, but not always requires good accessibility and visibility along arterial roadways. The presence of natural features has little effect on their existence.

Appropriate Uses: Desirable land uses and elements of the Community Commercial designation are:

- Auto sales and services, grocery stores, restaurants, shopping centers, convenience stores, gas stations or home improvement showrooms.

Professional Business

Intent: The Professional Business designation is found only in the ARC Special Planning Area as described in the following pages. The Professional Business designation is intended to provide

office business opportunities that tend to be appointment-oriented enterprises and do not depend upon adjacent uses for their business. Small, single tenant type buildings are discouraged in the Corridor.

Description: This designation is found only within the ARC Special Planning Area along Dexter Ann Arbor Road.

Relationship to Physical and Natural Features: Office and professional buildings are generally lower impact uses than commercial uses since they tend to generate fewer automobile trips per day. Ideally, they are located in an accessible site along an arterial road.

Appropriate Uses: Desirable land uses and elements of the Professional Business designation are:

- Medical and Health Care Buildings
- Professional Offices

REVIEW

The attached draft ordinance has been reviewed by the Village attorney and should be reviewed by the Planning Commission. Please provide questions to staff prior to the meeting to allow staff to obtain an answer from the Village Attorney prior to the meeting, if necessary.

Please also refer back to the staff memo to the Planning Commission from the September 7, 2010 meeting. The memo provides a review and recommendation for consideration. In accordance with the Master Plan and Zoning Ordinance a synopsis of zoning districts is also provided for your reference.

Also included is a Court of Appeals Decision issued September 14, 2010. The opinion is essentially that the law is vague and confusing. At this time the Village is attempting to create regulations that meet the intent of the law, while protecting the public's health, safety and welfare. The law will not likely be clarified until case law is established throughout the State. The law will not be amended due to the way it was passed and therefore case law is the only method of clarification at this time. Notes from a September 21, 2010 MML work shop have been included for your review and to hopefully provide additional information on the MMM Law.

ACTION REQUESTED

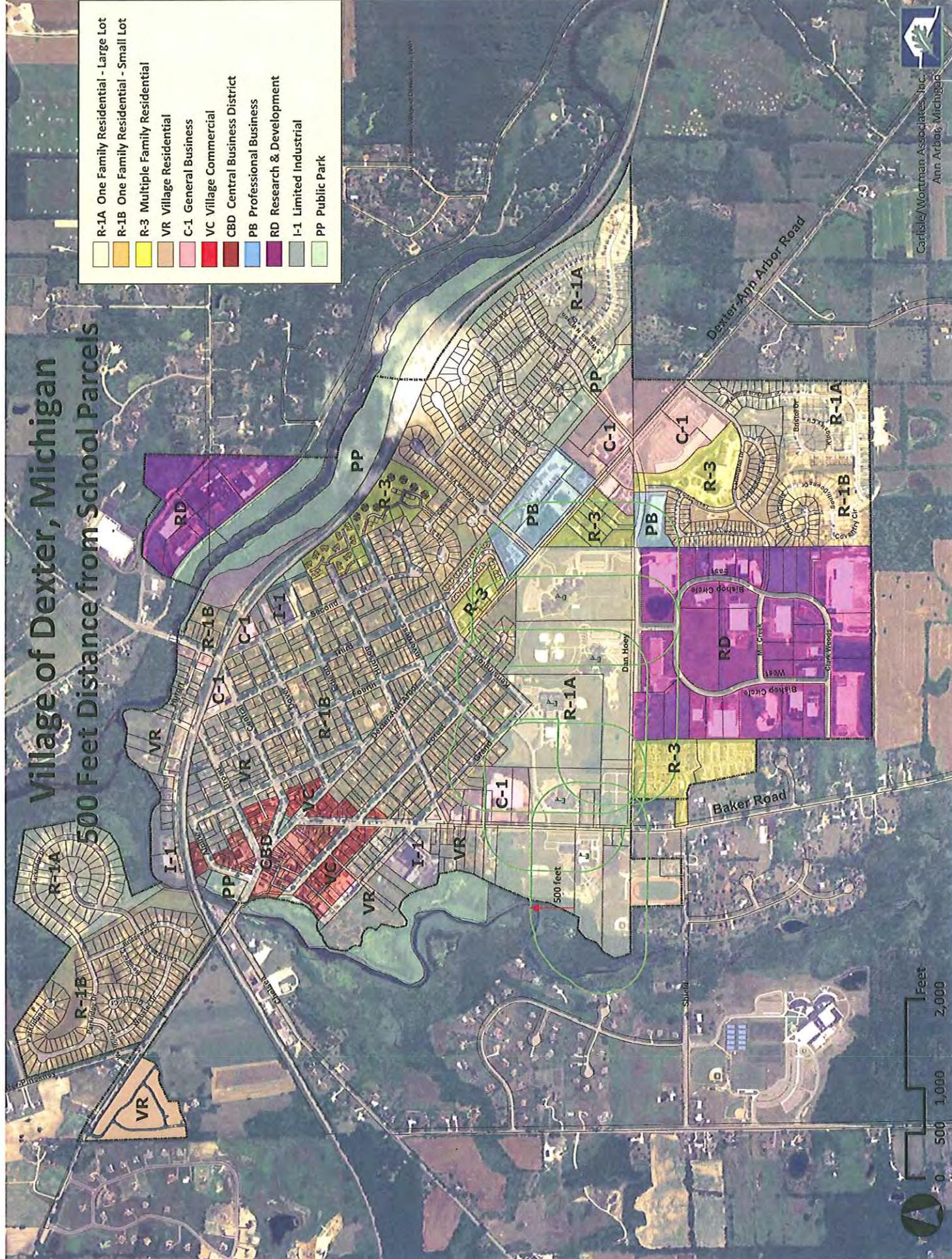
1. Postpone setting a public hearing on the draft ordinance to allow more time to review the proposed ordinance.
2. Set a public hearing for November 1, 2010 to begin soliciting public comment on the ordinance. The ordinance does not require action at a public hearing.

If the Planning Commission requires additional time to review the ordinance the existing 120 day moratorium can be extended.

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

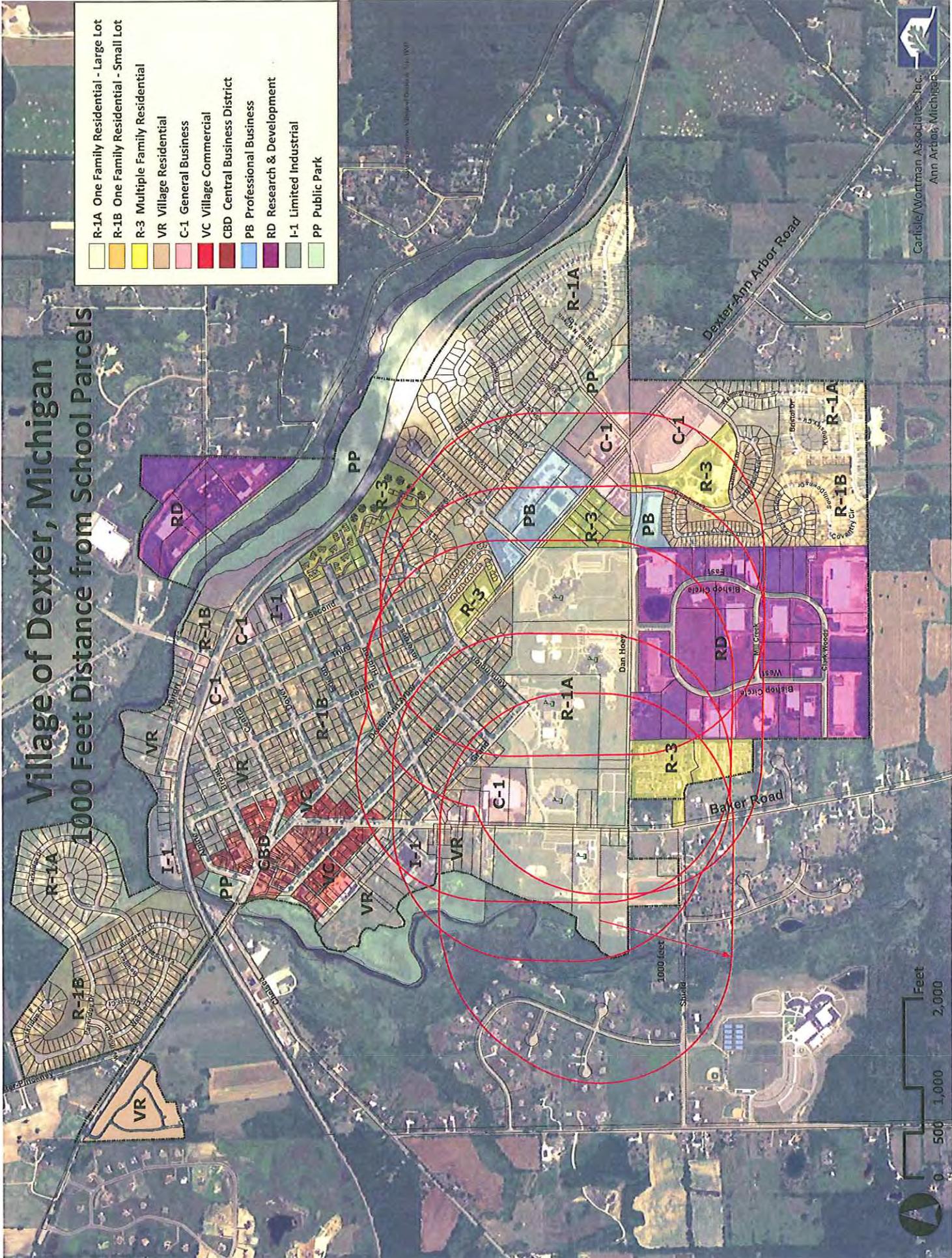
Village of Dexter, Michigan 500 Feet Distance from School Parcels

R-1A	One Family Residential - Large Lot
R-1B	One Family Residential - Small Lot
R-3	Multiple Family Residential
VR	Village Residential
C-1	General Business
VC	Village Commercial
CBD	Central Business District
PB	Professional Business
RD	Research & Development
I-1	Limited Industrial
PP	Public Park



Village of Dexter, Michigan 1000 Feet Distance from School Parcels

	R-1A One Family Residential - Large Lot
	R-1B One Family Residential - Small Lot
	R-3 Multiple Family Residential
	VR Village Residential
	C-1 General Business
	VC Village Commercial
	CBD Central Business District
	PB Professional Business
	RD Research & Development
	I-1 Limited Industrial
	PP Public Park



2010-2011 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101-441.000-803.000	DPW - Contracted Services	Yes	Expenditure	\$ -	\$ -	\$ 7,200	\$ 7,200
101-441.000-703.000	DPW - Salaries - Non-Union	No	Expenditure	\$ 9,000	\$ -	\$ (3,000)	\$ 6,000
101-441.000-723.000	DPW - Retirement Plan	No	Expenditure	\$ 15,500	\$ -	\$ (1,400)	\$ 14,100
101-528.000-703.000	Solid Waste - Salaries - Non-Union	No	Expenditure	\$ 4,000	\$ -	\$ (1,400)	\$ 2,600
101-751.000-703.000	Parks - Salaries - Non-Union	No	Expenditure	\$ 6,000	\$ -	\$ (1,400)	\$ 4,600

Reason for Amendments The reductions in the salary and retirement plan expenses are due to Ed's retirement. The amounts from those funds offset the new DPW - Contracted Services line to cover the Tetra Tech contract (\$59,160 rounded to \$59,500).

101-851.000-723.002 Additional MERS Contribution \$ - \$ - \$ 15,700 \$ 15,700
Reason for Amendment Council voted to make an additional payment to MERS (\$31,335 rounded to \$31,400) on October 11, 2010 so a new line item (Additional MERS Contribution) was created.

101-901.000-970.000 Westside Connector \$ - \$ - \$ 23,000 \$ 23,000
Reason for Amendment Council approved design work on the Westside Connector on July 12, 2010 so a new line was created (Westside Connector) to track this expense.

101-965.000-999.405 Transfer Out to Mill Creek Park Fund \$ - \$ - \$ 46,700 \$ 46,700
Reason for Amendment The Mill Creek Park Fund is being created to track grant related revenue and expenditures - the \$46,700 represents the \$46,000 remaining in approved design contracts with JJR/ECT and \$700 to cover the monthly cost of the soil erosion permit.

Total change in Revenue - increase/(decrease): \$ -
 Total change in Expenditures - increase/(decrease): \$ 85,400
 Change to Overall Budget's revenue over expenditures: \$ (85,400)

Source of Reserves, if applicable:

General Fund Reserves - Estimated 2010-2011 year end unrestricted reserves based on 1st Quarter - \$428,709

AGENDA 10-25-10
 ITEM L-2

2010-2011 Budget Amendments

Major Streets Fund 202

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
202-000.000-695.203	Transfer In - Local Streets	No	Revenue	\$ -	\$ 8,500	\$ 25,000	\$ 33,500
202-451.000-932.000	Sidewalks	No	Expenditure	\$ -	\$ 8,500	\$ 25,000	\$ 33,500
Reason for Amendment Council approved the Main/Alpine Sidewalk project on September 27, 2010. The funds are being transferred in from the METRO Act/Right-of-Way cash reserve in local streets.							
202-000.000-695.204	Transfer In - Municipal Streets	No	Revenue	\$ 188,700	\$ -	\$ 23,300	\$ 212,000
202-463.000-723.002	Additional MERS Contribution	Yes	Expenditure	\$ -	\$ -	\$ 2,300	\$ 2,300
202-451.000-974.000	Capital Improvements - Ann Arbor Street	No	Expenditure	\$ 10,000	\$ -	\$ 21,000	\$ 31,000
Reason for Amendment The Transfer In from Municipal Streets is to cover the remainder of the engineering and construction costs for the Ann Arbor Street Project (see item L-3 on September 27, 2010) and the additional MERS payment approved by Council on October 11, 2010.							
202-248.000-803.000	Contracted Services	Yes	Expenditure	\$ -	\$ -	\$ 11,600	\$ 11,600
202-463.000-703.000	Routine Maintenance - Salaries-Non-Union	No	Expenditure	\$ 8,700	\$ -	\$ (4,600)	\$ 4,100
202-474.000-703.000	Traffic Services - Salaries - Non-Union	No	Expenditure	\$ 5,700	\$ -	\$ (3,000)	\$ 2,700
202-478.000-703.000	Winter Maintenance - Salaries - Non-Union	No	Expenditure	\$ 7,000	\$ -	\$ (4,000)	\$ 3,000
Reason for Amendment The reductions in the salary expenses are due to Ed's retirement. The amounts from those funds offset the new Contracted Services line to cover the Tetra Tech contract.							

Total change in Revenue - increase /(decrease): \$ 48,300
 Total change in Expenditures - increase /(decrease): \$ 48,300
 Change to Overall Budget's revenue over expenditures: \$ -

Revenue coming from Municipal Streets Fund Reserves (Estimated 2010-2011 year end unrestricted reserves based on 1st Quarter - \$750,000) and Local Streets Fund Reserves (Metro Act/ROW cash Source of Reserves, if applicable: account reserves, current balance approx \$76,000)

2010-2011 Budget Amendments

Local Streets Fund 203

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
203-000.000-695.204	Transfer In - Municipal Streets	No	Revenue	\$ 138,950	\$ -	\$ 2,200	\$ 141,150
203-463.000-723.002	Additional MERS Contribution	Yes	Expenditure	\$ -	\$ -	\$ 2,200	\$ 2,200

Reason for Amendment The reductions in the salary expenses are due to Ed's retirement. The amounts from those funds offset the new Contracted Services line to cover the Tetra Tech contract

203-248.000-803.000	Contracted Services	Yes	Expenditure	\$ -	\$ -	\$ 10,000	\$ 10,000
203-463.000-703.000	Routine Maintenance - Salaries-Non-Union	No	Expenditure	\$ 8,600	\$ -	\$ (4,600)	\$ 4,000
203-474.000-703.000	Traffic Services - Salaries - Non-Union	No	Expenditure	\$ 4,700	\$ -	\$ (2,400)	\$ 2,300
203-478.000-703.000	Winter Maintenance - Salaries - Non-Union	No	Expenditure	\$ 5,500	\$ -	\$ (3,000)	\$ 2,500

Reason for Amendment The Transfer In from Municipal Streets and new Additional MERS Contribution expenditure line item is to cover the additional MERS payment approved by Council on October 11, 2010.

203-965.000-999.202	Transfer Out - Major Streets	No	Expenditure	\$ -	\$ 8,500	\$ 25,000	\$ 33,500
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Reason for Amendment Council approved the Main/Alpine Sidewalk project on September 27, 2010. The funds are being transferred out from the METRO Act/Right-of-Way cash reserve to major streets.

Total change in Revenue - increase/(decrease): \$ 2,200
 Total change in Expenditures - increase/(decrease): \$ 27,200
 Change to Overall Budget's revenue over expenditures: \$ (25,000)

Source of Reserves, if applicable: The Metro Act/ROW cash account reserves, current balance approx \$76,000

Municipal Streets Fund 204

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
204-965.000-999.202	Transfer Out - Major Streets	No	Expenditure	\$ 188,700	\$ -	\$ 23,300	\$ 212,000
204-965.000-999.203	Transfer Out - Local Streets	No	Expenditure	\$ 138,950	\$ -	\$ 2,200	\$ 141,150

Reason for Amendment Use of Municipal Street Fund Reserves to cover additional MERS contribution and 2010-2011 portion of Ann Arbor Street Project.

Total change in Revenue - increase/(decrease): \$ -
 Total change in Expenditures - increase/(decrease): \$ 25,500
 Change to Overall Budget's revenue over expenditures: \$ (25,500)

Source of Reserves, if applicable: Municipal Street Fund Reserves - Estimated 2010-2011 year end unrestricted reserves based on 1st Quarter - \$750,000

2010-2011 Budget Amendments

Creation of Mill Creek Park Fund 405

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
405-000.000-695.000	Transfer In - General Fund	Yes	Revenue	\$ -	\$ -	\$ 46,700	\$ 46,700
405-901.000-830.000	Engineering	Yes	Expenditure	\$ -	\$ -	\$ 46,700	\$ 46,700

Reason for Amendment This fund is being established to track the revenues and expenditures for the Mill Creek Park project.

Total change in Revenue - increase /(decrease): \$ 46,700
Total change in Expenditures - increase /(decrease): \$ 46,700
Change to Overall Budget's revenue over expenditures: \$ -

Source of Reserves, if applicable: General Fund Reserves - Estimated 2010-2011 year end reserves based on 1st Quarter - \$428,709

Sewer Fund 590

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
590-248.000-803.000	Contracted Services	Yes	Expenditure	\$ -	\$ -	\$ 19,200	\$ 19,200
590-548.000-703.000	Salaries - Non-Union	No	Expenditure	\$ 25,500	\$ -	\$ (12,800)	\$ 12,700
590-548.000-720.000	Social Security & Medicare	No	Expenditure	\$ 19,000	\$ -	\$ (4,000)	\$ 15,000
590-548.000-721.000	Health & Dental Insurance	No	Expenditure	\$ 63,000	\$ -	\$ (2,400)	\$ 60,600

Reason for Amendment The reductions in the salary, health care, and social security expenses are due to Ed's retirement. The amounts from those funds offset the new Contracted Services line to cover the Tetra Tech contract.

590-548.000-723.002 Additional MERS Contribution Yes Expenditure \$ - \$ 7,700 \$ 7,700

Reason for Amendment The new Additional MERS Contribution expenditure line item is to cover the additional MERS payment approved by Council on October 11, 2010.

Total change in Revenue - increase /(decrease): \$ -
Total change in Expenditures - increase /(decrease): \$ 7,700
Change to Overall Budget's revenue over expenditures: \$ (7,700)

Source of Reserves, if applicable: Sewer Fund Reserves - Estimated 2010-2011 year end unrestricted reserves based on 1st Quarter - \$665,938

2010-2011 Budget Amendments

Water Fund 591

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
591-248.000-803.000	Contracted Services	Yes	Expenditure	\$ -	\$ -	\$ 11,500	\$ 11,500
591-556.000-703.000	Salaries - Non-Union	No	Expenditure	\$ 20,000	\$ -	\$ (9,300)	\$ 10,700
591-556.000-721.000	Health & Dental Insurance	No	Expenditure	\$ 19,000	\$ -	\$ (2,200)	\$ 16,800

Reason for Amendment The reductions in the salary and health care expenses are due to Ed's retirement. The amounts from those funds offset the new Contracted Services line to cover the Tetra Tech contract.

591-556.000-723.002 Additional MERS Contribution Yes Expenditure \$ - \$ 3,500 \$ 3,500

Reason for Amendment The new Additional MERS Contribution expenditure line item is to cover the additional MERS payment approved by Council on October 11, 2010.

Total change in Revenue - increase / (decrease): \$ -
 Total change in Expenditures - increase / (decrease): \$ 3,500
 Change to Overall Budget's revenue over expenditures: \$ (3,500)

Water Fund Reserves - Estimated 2010-2011 year end unrestricted reserves based on 1st Quarter - \$267,815

Source of Reserves, if applicable:

Approved by Council on October 25, 2010

Carol J. Jones, Village of Dexter Clerk

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: October 20, 2010
Re: Update on Tetra Tech Activities

We're almost two weeks into the Tetra Tech, Blair Selover activity with the Village. In working with Blair, Ed, Kurt, Dan and staff it is essential that we develop a strategy to get the most out of the next 5 ½ months. Staff's approach is to constantly evaluate where we're at with the activities delivered under the contract with Tetra Tech, how it's working, what we need, and how to best use Tetra Tech's resources.

Over the past week it's become evident that we need Dan and Kurt to step into the responsibility of Department Head role. This would be on a temporary basis with the understanding that this is a trial period, so an evaluation of their strengths and weaknesses can be monitored by myself and Blair. This also gives us the opportunity to use the resources provided by Tetra Tech to allow for their development and the sustainability of the activities of each department.

Blair's primary responsibility is to observe and collaborate with staff so we; Council and Administration, understand what's going on and can make adjustments as needed. This update is being provided to keep Council current on the activities associated with the contract and allow an opportunity to provide feedback. For your review a copy of the contract is included with this memo.

Blair will be providing a written report and attending the Council meeting once per month starting November 8, 2010.



**Tetra Tech of Michigan, PC
Professional Services Agreement for Administrative and Supervisory Assistance Services**

This Agreement is made and becomes effective this 11th day of October, 2010, between Village of Dexter (Client) and Tetra Tech of Michigan, PC (Consultant), a Michigan professional corporation.

Client hereby retains Consultant to perform administrative and supervisory assistance services in connection with a Project as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Tetra Tech of Michigan, PC
710 Avis Drive
Ann Arbor, Michigan 48108
734.665.6000

By Donna Dettling
Client's Authorized Signature

By S. Joh Kang
Consultant's Authorized Signature

Donna Dettling
Village Manager

S. Joh Kang, Ph.D., P.E.
Vice President

Courtney Nichols
Witness

Ken P. Ostrat
Witness

mw\G:\Administrative\Contracts\Client Contracts\Cient Work Order Contracts\Dexter, MI, Village of A-200-xxxx-11xxx.docx



**Professional Services Agreement
Attachment A – Project Requirements**

Client: Village of Dexter

Project Description

Administrative Public Works Supervisor

Scope of Services

**Effort /
Cost Assumed**
830 hours for six
month project
duration

\$59,160

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 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. It is the village's intent to provide an overlap period with the incumbent Superintendent, but reserves the right to modify the schedule to serve the best interests 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
- Responsible for the regular monthly reporting, required to the Michigan DNRE as well as any regular monthly report required by the Village
- Responsible for monitoring budgets, coding invoices and preparing employee timesheets
- Assist in the preparation of annual budget
- 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
- Responsible for monitoring budgets, coding invoices and preparing employee timesheets
- Assist in the preparation of annual budget
- 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.
-
- Consultant will provide a professional to be on site at Client's facilities four times per week to provide professional oversight of the Department of Public Works operations.
 - Consultant will meet with Client's designated management on a weekly basis to review the Department of Public Works daily activities and provide a brief monthly report to the Village Manager and Council, detailing the last month's activities and planned upcoming work.
 - Consultant will attend the monthly Council meeting to review monthly reports and provide operational evaluation.
 - Consultant will make recommendations to the Village of Dexter regarding maintenance and repairs needed on the systems, including painting, equipment repair, and building maintenance.
 - Consultant will assist in the preparation of the annual budget.
 - Consultant will plan and direct the scheduling of all drinking water pumping and distribution activities, including compliance monitoring, reporting, sampling, and maintenance.
 - Consultant will plan and direct the scheduling of all wastewater treatment plant and collections system, including process control, compliance monitoring, reporting, and maintenance activities.
 - Consultant will plan and direct all drinking water pumping and distribution activities, including compliance monitoring, sampling, and maintenance.
 - Consultant will plan and direct the scheduling of all street, parks building grounds, and solid waste operations.
 - Consultant will review the monthly and daily Michigan Department of Natural Resources and the Environment (MDNRE) wastewater operations report.
 - Consultant will review the monthly MDNRE drinking water operations report.
 - Consultant will supervise meter reading, repairs, and replacement activities.
 - Consultant will assist Client in interfacing with the MDNRE and other regulatory agencies in matters regarding the wastewater, water, and the associated transmission systems such as annual compliance inspections, sanitary surveys, and compliance monitoring.
 - Consultant will provide daily communications with the village's foremen to ensure that required work activities are conducted in an efficient and cost effective manner.
 - Consultant will provide a 24-hour-per-day, 7-day-per-week emergency telephone number. Response to emergencies outside normal business hours will be billed as Additional Work.
 - Consultant will receive and respond to customer inquiries regarding Department of Public Works activities.

Staffing Plan

- Overall Project Management and Wastewater Treatment, Wastewater Collection: H. Blair Selover
- Drinking Water Treatment, Water Distribution: Robert Jones
- Public Works and Streets: Jimmy Spangler, P.E.

Special Assumptions

- An adequate and skilled labor staff will be provided by the Village of Dexter to perform the work as directed by Consultant.
- Tools and equipment to perform the work will be provided by the Village of Dexter to perform the work as directed by Consultant.
- Additional engineering support to accommodate non-routine items such as NPDES permit applications, MDNRE Lab Certification, Consumer Confidence Reports; CCR are not included in this proposal and will be preformed, if requested, as additional work.
- Site plan reviews will consist of a review of proposed materials and use and not be a detailed engineering review. Detailed engineering reports for site plan reviews will be preformed if requested as additional work.
- Detailed Traffic engineering studies are not included in this proposal and will be preformed, if requested, as additional work.
- Engineering for Wastewater Treatment Plant, Water Plant, Transmissions System, or Street Engineering is not included in the work of this proposal and will be preformed if requested as additional work.

Expectations

- Consultant will provide a Big Picture approach to the delivery of services under this contract.
- Consultant will provide an objective evaluation of the strengths and weaknesses of staff, operations, and procedures.
- Consultant will develop employees, empower them to do their jobs to the best of their ability.
- Consultant will provide supervision, guidance, and training to all staff to enhance their effectiveness.
- Consultant will provide supervision, guidance, and training to Dan and Kurt to develop their supervisory skills.
- Consultant will suggest training and education to increase employee skill level.
- Consultant will engage staff and make the organization self-sufficient.
- Consultant will work with Village and DNRE to evaluate the desirability of the current long-standing arrangement between the Village and DNRE.
- Consultant will develop a plan to increase operator licenses in both the Water and Wastewater Treatment.
- Consultant will assist Administrative staff and Council in a thoughtful discussion and decision as to what is in the best interest of the Village long-term.
- Consultant acknowledges the Village's position that this arrangement is not an end run to contracting operations as a permanent solution for administrative or union staff.

Method of Compensation

Lump Sum Compensation for these services shall be a lump sum of \$59,160, to be billed at \$9,860 per month. The Lump Sum arrangement is accepted provided a preliminary work schedul estimating the hours for each of the six months is included with the signed contract. It will also be necessary to update the projected schedule to actual each month with invoice processing. A copy of the updated schedule will be provided with the invoice.

Supplemental Terms and Conditions

To the fullest extent permitted by law, Tetra Tech agrees to 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 deaht; and/or property damage, including loss of use thereof, resulting from the negligent acts, errors, or omissions of Tetra Tech in the performance of this assignment.



VILLAGE OF DEXTER

INVITATION TO SUBMIT PROPOSALS

PROPOSAL TITLE: ADMINISTRATIVE PUBLIC WORKS SIX-MONTH CONTRACT POSITION

PROPOSAL DUE DATE: Friday, September 3rd, 2010 by 5:00 p.m.

ISSUING AGENCY INFORMATION

ISSUED BY: Donna Dettling, Village Manager

ISSUE DATE: 08-09-10
Published: 8-12,19-10

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, SEPTEMBER 3RD, 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: 30 Days

NAME/ADDRESS/CERTIFICATIONS:

Tetra Tech Inc.
710 Avis Drive
Ann Arbor, MI 48108

AUTHORIZED SIGNATORY (print and sign in ink):


Joh Kang

PHONE #: 734-213-4002

FAX #: 734-213-3003

EMAIL ADDRESS AND WEBSITE:

www.tetrattech.com

IMPORTANT: SEE STANDARDS AND TERMS

STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bids/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. Proposals will be good for a period of 90 days.

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 Detling
Village Manager
8140 Main Street
Dexter, MI 48130

Telephone: (734)426-8303

E-mail: ddetling@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 this 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.

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 See Supplemental Terms and Conditions if action of any kind or character, including the cost of defense thereof, arising from 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. of services performed or omissions of services or of services performed or omissions of services or

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 (#38-0004671).

TERM, PROBATION AND EVALUATION: The contract will be for a term of 6-months with one 6-month extension as deemed necessary by the Village. During the initial 6-month term, the contractor will serve a 90 day probation period, as an appropriate evaluation period to determine 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

The village will work with individual respondents who may have difficulty securing liability insurance and worker's compensation coverage to achieve acceptable insurance requirements.

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 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 systems as well as all street department operations. In addition to supervisory responsibilities the contractor will evaluate all operations and make personally unbiased recommendations to improve efficiency of the operations of the Village. 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. It is the village's intent to provide an overlap period with the incumbent Superintendent, but reserves the right to modify the schedule to serve the best interests 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
- Responsible for the regular monthly reporting, required to the Michigan DNRE as well as any regular monthly report required by the Village
- Responsible for monitoring budgets, coding invoices and preparing employee timesheets
- Assist in the preparation of annual budget
- 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
- Responsible for monitoring budgets, coding invoices and preparing employee timesheets
- Assist in the preparation of annual budget
- 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:

See attached Proposal Letter dated 9/3/10

THREE REFERENCES ARE REQUESTED, INCLUDE PHONE NUMBERS:

See attached Proposal Letter dated 9/3/10

LIST PROPOSAL CONTINGENCIES/CONDITIONS:

See attached Proposal Letter dated 9/3/10

TOTAL PRICE: \$9,860.00/month

START DATE: 10/1/10

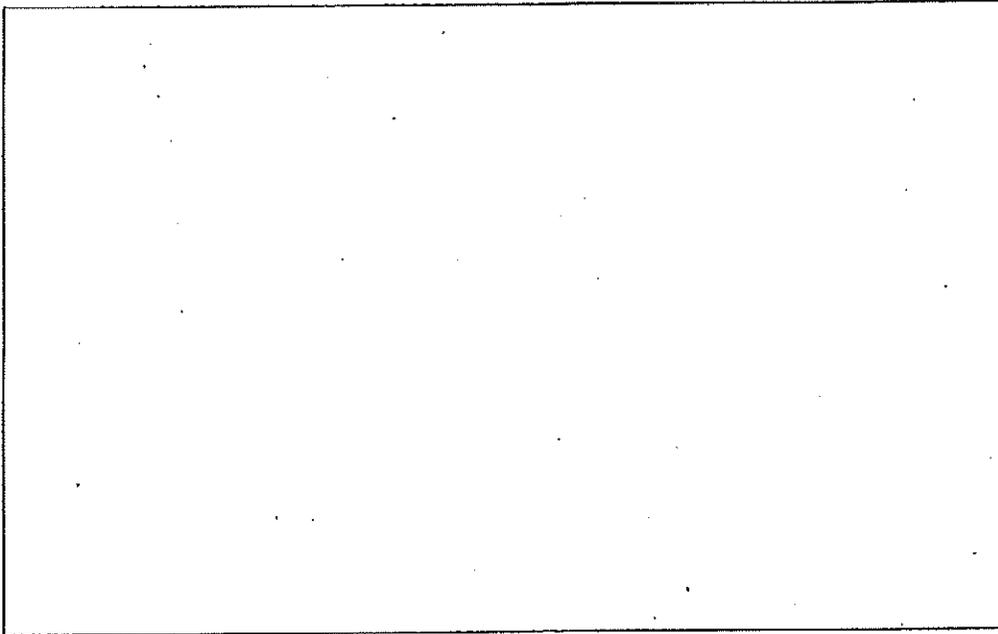
END DATE: 3/31/10

TERMS: 30 days

FIRM FOR:

F.O.B VILLAGE OF DEXTER

PLEASE PROVIDE LIST OF SPECIFIC INCLUSIONS/EXCLUSIONS FROM PROPOSAL. PROVIDE ATTACHMENT IF NECESSARY. PROVIDE REASONS FOR RECOMMENDING PROPOSAL INCLUSIONS AND EXCLUSIONS.



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 claim. See Supplemental _____, 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."~~
Terms and Conditions

Signature

Date



Tetra Tech of Michigan, PC Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.