

G. NON-ARRANGED PARTICIPATION:

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

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Letter from Comcast
4. Sunday Liquor Sales Permit – Dexter Pub

Page # 27-32

I. REPORTS:

1. Community Development Manager – Allison Bishop – written report only

Page # 33-44

2. 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/Community Garden Rep.
Gordon Hall Mgmt Team Representative
Huron River Watershed Council Representative
Library Board Representative
Parks & Recreation Commission
Planning Commission
Washtenaw Area Transportation Study Policy Rep
Western Washtenaw Area Value Express Representative

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

www.villageofdexter.org

3. Subcommittee Reports
 - Old DAPCO Site Redevelopment Team
 - Downtown Fire Detection
 - Economic Preparedness
 - Facilities – will be scheduled in May
 - Website - May 16th at 4 p.m. at the Village Offices

4. Village Manager Report

Page # 45-54

5. President's Report

Page # 55-56

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: \$ 187,789.13
2. Consideration of: Closure of Central Street between Main and 5th on June 4, 2011 between 7 a.m. and 5 p.m. for the Ice Cream Social

Page # 57-68

K. OLD BUSINESS- Consideration and Discussion of:

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Purchase of 8077 Forest in the amount of \$57,389 with Associated Budget Amendment in the amount of \$58,000 from the Restricted Building Reserve Fund

Page # 69-110

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

www.villageofdexter.org

2. Consideration of: Contract extension with Village Auditor Post, Smythe, Lutz & Ziel LLC to perform the 2011-2012 Village audit
Page # 111-112

3. Consideration of: Resolution Authorizing Notice of Intent and Declaring Intent to Reimburse for the 2011 Drinking Water Revolving Fund Water Main Replacement Project
Page # 113-118

4. Consideration of: 2011-2012 Contracts for the Participation in the Huron River Watershed Council's Middle Huron Partnership and Stormwater Advisory Group at a cost of \$3,853.
Page # 119-126

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 POTENTIAL PURCHASE OF PROPERTY IN ACCORDANCE WITH MCL 15.268 Sec. 8

P. ADJOURNMENT

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

www.villageofdexter.org

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, APRIL 25 2011

AGENDA 5-9-11
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:31 PM by President Keough at 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-absent

Also present: Donna Dettling, Village Manager and Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Allison Bishop, Community Development Director; Marie Sherry, Finance Director/Treasurer and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – April 11, 2011

Motion Smith; support Fisher to approve the minutes of the Regular Council Meeting of April 11, 2011 with the following corrections:

Page 2 Correct Mr. Schlaff's comments to read ...spoke about the issue that the Water and Sewer is understaffed and *does not agree with the decision to delay a new hire for Water/Sewer instead of ...the need to rescind the decision not to...*

Page 6 Replace *Encampment* with *Days Event*

Unanimous voice vote for approval with Trustee Tell absent

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Smith; support Semifero to approve the agenda with the inclusion of additional information under item K-1, Old Business – Medical Marihuana

Unanimous voice vote for approval with Trustee Tell absent

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Liquor Control Commission – Sunday Sales Permit
4. Thank You Letter from Dexter Senior Center
5. Washtenaw Area Transportation Study Newsletter
6. Arbor Day Foundation – Tree City USA

I. REPORTS

1. Finance Director/Treasurer – Marie Sherry
3rd Quarter Report

Ms. Sherry submits her report as per packet. In addition Ms. Sherry updated on the following: a) North Point - the new owners do not want the equipment in the building thus it will go to auction; b) the Village is very stable with the recent property tax collection; c) would like to continue to use Post, Smythe, Lutz and Ziel as the Village auditors for the Fiscal Year 2010-2011; d) the remote check cashing procedure unsuccessful; e) website-looking for a dollar amount for the budget for a total upgrade; and f) will need a formal amendment for Revenue and Expenditures for the Third Quarter which is on the agenda.

2. Community Development Manager – Allison Bishop
Report
3rd Quarter Board and Commission Update

Ms. Bishop submits her report as per packet. In addition Ms. Bishop updated on the following: a) May 3 is the pre-bid meeting for the Park Project at the Library; b) the Easter Egg hunt at Community Park was a huge success with 150 participants and lots of volunteers; c) received a request from K-Space on expanding the building and it will go to the Planning Commission in June; and d) the retail portion of Dexter Plaza has been sold.

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

Farmers Market/Community Garden Rep. – Ray Tel/Courtney Nicholls

Ms. Nicholls reported that the advisory group for the Farmers Market/Community Garden met last week. The Farmers Market is full with 30 spaces filled and Walk About Creek has offered to purchase a hand washing station for the market. The Community Garden currently has 16 full plots rented. There was also a nice response to the sponsorship requests this year.

4. Subcommittee Reports

Old DAPCO Site Redevelopment Team–April 27 at 5:30 at the Village Office
Downtown Fire Detection
Economic Preparedness
Facilities – will be scheduled in May
Website

5. Village Manager Report

Mrs. Dettling submits her report as per packet Mrs. Dettling gave the following verbal updates: a) Chapter 54 – Traffic and Vehicle Ordinance Review. Discussion followed regarding the ordinance and possible re-adoption of the ordinance.

Motion Carson; support Fisher to set a Public Hearing for May 9 on the omitted items from the Chapter 54 – Traffic and Vehicle Ordinance.

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

Nays: None

Absent: Tell

Motion carries

b) Parade update – the Village will organize this year’s Memorial Day Parade and have many volunteers to run the parade; c) Summer help – request to re-hire temporary summer help for the Department of Public Works but not sure about summer help for Water/Sewer; and d) gave a review of the sewer televising process for budgeting purposes.

6. President’s Report

Mr. Keough submits his report as per packet. Mr. Keough reported that he is working on a draft plan for the Regional Fire Department and Council will see that report soon.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$131,357.42
2. Consideration of: Application for the Village of Dexter to hold the Memorial Day Parade on May 30th

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

Unanimous voice vote for approval with Trustee Tell absent

K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: Medical Marihuana Related Zoning Ordinance Amendments Article 2, Definitions, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Home Occupations and Medical Marihuana Home Use Article 3, General Provisions, of the Village of Dexter Zoning Ordinance – Amend Home Occupations and add Medical Marihuana Home Occupations

Ms. Bishop spoke about the proposed changes in the following areas: language, intent, revocation clause, signing/initialing the form, and amending of compensation. This will be reviewed.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Setting a Public Hearing on June 13, 2011 for the submission of a State Revolving Fund Project Plan

Motion Fisher; support Carson to set a Public Hearing on June 13, 2011 for the submission of a State Revolving Fund project Plan.

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

Nays: None

Absent: Tell

Motion carries

2. Consideration of: Setting Three (3) Public Hearings on June 13, 2011 for the 2011-2012 Water/Sewer/Refuse Rates, 2011 Millage Rate, and 2011-2012 Budget

Motion Cousins; support Semifero to set three (3) Public Hearings on June 13, 2011 for the 2011 Water/Sewer/Refuse Rates, the 2011 Millage Rates, and the 2011-2012 Budget.

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

Nays: None

Absent: Tell

Motion carries

3. Consideration of: FY 2010-2011 Budget Amendments

Motion Semifero; support Cousins to approve the 2010-2011 Budget Amendments.

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

Nays: None

Absent: Tell

Motion carries

4. Consideration of: Resolution for Changing Municipal Employees' Retirement System (MERS) Benefit from a 2.25% multiplier to a 2% multiplier effective July 1, 2011

Motion Fisher; support Semifero to change the Municipal Employees' Retirement System (MERS) Benefit from a 2.25% multiplier to a 2% multiplier effective July 1, 2011.

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

Nays: None

Absent: Tell

Motion carries

5. Consideration of: Resolution for Changing Municipal Employees' Retirement System (MERS) Benefit to a 5% employee contribution effective July 1, 2012

Motion Fisher; support Cousins to change the Municipal Employees' Retirement System (MERS) Benefit to a 5% employee contribution effective July 1, 2012.

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

Nays: None

Absent: Tell

Motion carries

6. Consideration of: As Needed Contractual Services Contract with Tetra Tech for an amount not to exceed \$10,000 retroactive to April 11, 2011

Motion Semifero; support Smith to approve the As Needed Contractual Service Contract with Tetra Tech for an amount not to exceed \$10,000 retroactive to April 11, 2011.

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

Nays: None

Absent: Tell

Motion carries

M. COUNCIL COMMENTS

Cousins	None
Semifero	None
Fisher	None
Jones	None
Smith	None
Carson	Mentioned the recent Chelsea Area Planning Team / Dexter Area Regional Team Meeting and the discussion about governance for the new transit authority. Will need to talk with Scio and Webster Townships for representation on the new board and looking at a work session prior to one of the May meetings.
Tell	Absent

N. NON-ARRANGED PARTICIPATION

None

O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING POTENTIAL PURCHASE OF PROPERTY IN ACCORDANCE WITH MCL 15.268 Sec. 8

Motion Fisher; support Smith to go into Closed Session for the purpose of discussing potential property purchase at 9:02 PM.

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

At 9:02 PM a recess was taken and the meeting resumed at 9:07 PM.

Motion Cousins; support Fisher to leave Closed Session at 9:18 PM.

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

Motion Cousins; support Carson to pay \$1000 earnest money on the purchase of 8077 Forest Street, Dexter.

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

P. ADJOURNMENT

Motion Smith; support Semifero to adjourn at 9:20 PM.

Unanimous voice vote for approval with Trustee Tell absent

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

DEXTER VILLAGE COUNCIL
CLOSED SESSION
WEDNESDAY, APRIL 20, 2011

AGENDA 5-9-11
ITEM C-2.

A. CALL TO ORDER

The meeting was called to order at 6:00pm by President Keough in the Board Room of the Copeland Building at 7714 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL: President Keough

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

C. MOTION TO GO INTO CLOSED SESSION TO PREPARE FOR THE ANNUAL PERFORMANCE REVIEW OF THE VILLAGE MANAGER IN ACCORDANCE WITH MCL 15.268 SEC. 8(d)

Motion Tell; support Cousins to move into closed session to prepare for the Annual Performance Review of the Village Manager.

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

D. MOTION TO MOVE OUT OF CLOSED SESSION

Motion Smith; support Carson to move out of closed session.

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

E. ADJOURNMENT

Motion Fisher; support by all to adjourn. Unanimous voice vote for approval with Trustee Semifero absent.

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Village Council
From: President Keough, Donna Dettling, Allison Bishop, and Courtney Nicholls
Date: April 29, 2011
Re: Amendments to the General Code of Ordinances, Chapter 54 - Traffic & Vehicles

Presented for your review are the proposed amendments to the Village General Code of Ordinances, Chapter 54 – Traffic & Vehicles. The proposed amendments are to add back sections of the code that had been mistakenly removed when the Code was adopted in 2002 and to clarify additional sections.

The entire Chapter is included; changes and additions are underlined. The sections that were removed have been added back in as they appeared originally unless otherwise noted below.

We would like to recommend that Council review the materials, receive public comment, provide feedback and then allow staff time to review the proposed changes with the Sheriff to ensure that the changes we make are clear and enforceable.

We have made some procedural revisions to the text of sections of the ordinance listed below:

- Section 54-68 – added language to clarify that storage includes vehicles, trailers, boats, camping vehicles, motorcycles, and snow mobiles
- Section 54-73 - changed chief of police to parking violations bureau
- Section 54-77 - updated area code
- Section 54-77 - clarified the language that once a person acquires 6 or more unpaid parking tickets their drivers license can be suspended
- Section 54-79 - removed the language that states that the Sheriff will make a quarterly report to Council on parking tickets
- Section 54-133 - clarified the language regarding parking on the roadway in cul-de-sacs in the Westridge subdivision
- Section 54-135 - changed the language to say police station instead of village offices

We have the following additional recommendations for Council to consider, which have not been added to the document:

1) Fines should be set by resolution, rather than be included in the ordinance, so that they can be updated without necessitating a full ordinance amendment. To make this update the following three changes would need to occur:

- Section 54-81 should be updated to read - ~~The p~~ Parking violations set forth in this section, when the violator desires to plead responsible, may be paid to the parking violations bureau and the penalty for such violations shall be as adopted by council resolution. The fine list would be removed.

- Section 54-135 (1) would also need to be updated to state - A person in violation of this article shall pay a fine for a first, second, or third offense and of not more than five dollars for the first offense, \$25.00 for the second offense, and \$100.00 for the third offense and each offense thereafter committed within a period of one year from the date of the first offense as set by Council resolution. A violation occurring after the one-year limitation shall be treated as a first offense.

- Section 54-77 – The last line of the first paragraph would need to read as follows - The notice shall also include a schedule of fines for parking violations as set forth in section 54-81 by Council Resolution and the following notice

2) Section 54-73 prohibits parking on curbed streets from 2 am to 6 am.

This ordinance was likely drafted before development of the new subdivisions. Prior to their development the only curbed streets in the Village were along Main Street and in the vicinity of downtown. With the developments of the past ten years the majority of the curbed streets are now in the subdivisions.

These subdivisions are also governed by Homeowners Associations, which have rules about parking. Westridge and Dexter Crossing allow on-street overnight parking. Huron Farms prohibits on-street overnight parking.

It does not seem necessary to prohibit on street overnight parking on our curbed streets when it is allowed on our non-curbed streets. The prohibition against parking a vehicle for over 48 hours (Section 54-68) will still prevent cars from parking on the street and not moving for extended periods of time. Parking on Main Street will continue to be regulated with 2 hour parking traffic control orders. The Michigan Vehicle Code will still allow us to remove cars that create a public safety hazard when parked on the street during snow events.

Any currently posted signs in conflict with this change will be removed.

Based on the above, we recommend that Section 54-73 not be added back to the Code.

3) To add clarity to the standards for residential parking on curbed vs. non-curbed streets the following change is proposed to Section 54-72

For curbed areas within the Village, no person shall drive upon, park or stand any _____ vehicle between the curb and the lot line (right-of-way line) nearest the street, such area _____ being commonly known as the lawn extension. This only applies to areas where curbs are in place. For uncurbed roadways, parking is allowed on existing gravel shoulders or permitted gravel shoulders along uncurbed streets. For uncurbed roadways, no person shall drive upon, park or stand any vehicle between the edge of the gravel shoulder and the lot line (right-of-way line) nearest the street, such area being commonly known as the lawn extension. Parking on the grass areas, commonly known as lawn extension, is prohibited within the Village's right of ways.

Section 54-74 would also need to be modified to remove the last sentence which reads - This law is not intended to preclude persons from legally parking vehicles on the lawn extensions of street where there are no curbs.

If this section of the ordinance is added as proposed, the Road & Right-of-Way Improvement Policy adopted by Council on March 14, 2011 will need to be amended to incorporate the changes.

Chapter 54

TRAFFIC AND VEHICLES*

Article I. In General

Secs. 54-1--54-19 - Reserved.

Article II. Michigan Vehicle Code

Sec. 54-20. Code adopted.
Sec. 54-21. References in code.
Sec. 54-22. Notice to be published.
Sec. 54-23. Penalties
Sec. 54-24. Prosecution of violations.
Secs. 54-25 – 54-30. Reserved.

Article III. Uniform Traffic Code

Sec. 54-31. Code and amendments and revisions adopted.
Sec. 54-32. References in code.
Sec. 54-33. Notice to be published.
Sec. 54-34. Penalties.
Sec. 54-35. Prosecution of violations.
Secs. 54-36--54-60. Reserved.

Article IV. Stopping, Standing and Parking

Division 1. Generally

Sec. 54-61 Traffic Engineer
Sec. 54-62 Traffic-control devices on private property
Sec. 54-63 Limited parking zones
Sec. 54-64 Standing or parking close to curb; violation as civil infraction
Sec. 54-65 Parking on one-way streets; violation as civil infraction
Sec. 54-66 Stopping, standing, or parking on streets signed for angle parking; violation as civil infraction
Sec. 54-67 Parking in a manner that obstructs traffic; violation as civil infraction
Sec. 54-68 Parking for certain purposes prohibited; violation as civil infraction
Sec. 54-69 Standing or parking on 1-way roadway prohibited; exception; violation as civil infraction
Sec. 54-70 Limited parking zones; violation as civil infraction
Sec. 54-71 Evidentiary presumption relating to parking violators

* **Cross References:** Any ordinances prescribing traffic regulations, including through streets, speed limits, one-way traffic, limitations on load of vehicles or loading zones saved from repeal, § 1-6(10); roadside dumping and littering, § 18-81 et seq.; storage and repair of motor vehicles, § 18-111 et seq.; municipal civil infractions, ch. 22; offenses, ch. 26; collection and disposal of solid waste, § 38-31; commercial collection and transportation of solid waste, § 38-51 et seq.; streets, sidewalks and certain other public places, ch. 46.

State Law References: Michigan Vehicle Code, MCL 257.1 et seq.; regulation by local authorities, MCL 257.605, 257.606, 257.610; adoption by reference MCL 66.4, 257.951.

- Sec. 54-72 Parking on lawn extension
- Sec. 54-73 Restricted hours
- Sec. 54-74 Parking in setback area
- Sec. 54-75 Residential zones, parking of commercial vehicles within; truck or bus on residential street, restricted hours

Division 2. Parking Violations Bureau

- Sec. 54-76. Creation of parking violations bureau.
- Sec. 54-77. Issuance of notice of parking violations.
- Sec. 54-78. Appearances before parking violations bureau; notice.
- Sec. 54-79. Accounting.
- Sec. 54-80. Record of violations.
- Sec. 54-81. Fines for parking violations.
- Secs. 54-82--54-100. Reserved.

Article V. Motor Carriers

- Sec. 54-101. Vehicle weight limit.
- Sec. 54-102. Motor carrier safety.
- Secs. 54-103--54-130. Reserved.

Article VI. Operation of Controlled Vehicles in Regulated Areas

- Sec. 54-131. Definitions.
- Sec. 54-132. Regulated areas.
- Sec. 54-133. Prohibitions.
- Sec. 54-134. Exceptions.
- Sec. 54-135. Civil infractions; enforcement; penalties.

ARTICLE I. IN GENERAL

Secs. 54-1--54-19. Reserved.

ARTICLE II. MICHIGAN VEHICLE CODE

Sec. 54-20. Code adopted.

The Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923, is adopted by reference.
State Law References: Authority to adopt Michigan Vehicle Code by reference, MCL 66.4.

Sec. 54-21. References in code.

References in the Michigan vehicle code to "local authorities" shall mean the Village of Dexter.

Sec. 54-22. Notice to be published.

The village clerk shall publish this ordinance in the manner required by law and shall publish, at the same time, a notice stating the purpose of the Michigan Vehicle Code and the fact that a complete copy of the code is available to the public at the office of the clerk for inspection.

Sec. 54-23. Penalties.

The penalties provided by the Michigan Vehicle Code are adopted by reference, provided, however, that the village may not enforce any provision of the Michigan Vehicle Code for which the maximum period of imprisonment is greater than 93 days.

Sec. 54-24. Prosecution of violations.

The village authorizes and directs the village attorney to prosecute alleged violations of the Motor Vehicle Code in the manner required by law as agent to the village.

Sec. 54-25 – 54-30. Reserved.

ARTICLE III. UNIFORM TRAFFIC CODE

Sec. 54-31. Code and amendments and revisions adopted.

The Uniform Traffic Code for Cities, Townships and Villages as promulgated by the director of the Michigan department of state police pursuant to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328 and made effective October 30, 2002, and all future amendments and revisions to the Uniform Traffic Code when they are promulgated and effective in this state are incorporated by reference.
State Law References: Authority to adopt uniform traffic code by reference, MCL 257.951.

Sec. 54-32. References in code.

References in the Uniform Traffic Code for Cities, Townships, and Villages to a "governmental unit" shall mean the village of Dexter

Sec. 54-33. Notice to be published.

The village clerk shall publish this ordinance in the required by law and shall publish, at the same time, a notice stating the purpose of the Uniform Traffic Code for Cities, Townships, and Villages and the fact that a complete copy of the code is available to the public at the office of the clerk for inspection.

Sec. 54-34. Penalties.

The penalties provided by the Uniform Traffic Code for Cities, Townships, and Villages are adopted by reference.

Sec 54-35. Prosecution of violations.

The village authorizes and directs the village attorney to prosecute alleged violations of the Uniform Traffic Code in the manner required by law as agent to the village.

Sec 54-36--54-60 Reserved.

ARTICLE IV. STOPPING, STANDING AND PARKING

* State Law References: Authority to regulate standing or parking of vehicles, MCL 257.606(1)(a).

DIVISION 1. GENERALLY

Sec. 54-61. Traffic engineer.

The office of traffic engineer is hereby established. The traffic engineer shall be appointed by resolution of the ordinance-making body and shall exercise the powers and duties provided in this code in a manner which is consistent with prevailing traffic engineering and safety practices and which is in the best interests of this governmental unit. If a traffic engineer is not appointed, the authority of such engineer shall be vested in the village manager.

Sec. 54-62. Traffic-control devices on private property.

(1) With the consent, or at the request, of the owners or persons in charge of private property open to the general public for travel, the traffic engineer may determine controls of the movement of vehicles and

pedestrians, and the parking of vehicles, needed for the safety and convenience of the public and users of the property. The owner or persons in charge of the private property shall be responsible for the installation and proper maintenance of the traffic-control devices deemed necessary by the traffic engineer.

(2) A person who violates the directions of the traffic-control devices is guilty of a misdemeanor.

Sec. 54-63. Limited parking zones.

The traffic engineer is hereby authorized, subject to the approval of the ordinance-making body, to determine and designate limited parking zones and to install as many signs as necessary in the limited parking zones, if it is determined that the installation of parking signs is necessary to aid in the regulation, control, and inspection in the parking of vehicles.

Sec. 54-64. Standing or parking close to curb; violation as civil infraction.

(1) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except as otherwise provided in this ordinance.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-65. Parking on one-way streets; violation as civil infraction.

(1) Vehicles may park with the left-hand wheels adjacent to, and within 12 inches of the left-hand curb or properly signed one-way streets.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-66. Stopping, standing, or parking on streets signed for angle parking; violation as civil infraction.

(1) Angle parking is permitted only in designated areas.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-67. Parking in a manner that obstructs traffic; violation as civil infraction.

(1) A person shall not park any vehicle on a street in a manner that leaves an insufficient width of the roadway available for free movement of vehicular traffic.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-68. Parking for certain purposes prohibited; violation as civil infraction.

(1) A person shall not park on any street for the principal purpose of doing any of the following:

- (a) Displaying such vehicle for sale.
 - (b) Greasing, or repairing such vehicle, except for repairs necessitated by an emergency.
 - (c) Displaying advertising.
 - (d) Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the ordinances of the Village of Dexter.
 - (e) Storage for more than 48 continuous hours. This shall include vehicles, trailers, boats, camping vehicles, motorcycles, and snow mobiles.
- (2) A person who violates this section is responsible for a civil infraction.

Sec. 54-69. Standing or parking on 1-way roadways prohibited; exception; violation a civil infraction.

(1) If a street includes two or more separate roadways and traffic is restricted to one direction on such roadway, a person shall not stand or park a vehicle on the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-70. Limited parking zones; violation as civil infraction.

(1) When a sign limiting the time for parking is erected adjacent to or within a zone marked for parking, such space or spaces shall be a limited parking zone, and a person shall not stop a vehicle in any such zone for a period of time longer than that designated on the sign.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-71. Evidentiary presumption relating to parking violators.

In any proceeding for violation of this ordinance relating to the standing or parking of a vehicle proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which such violation occurred.⁶⁰⁶

Sec. 54-72. Parking on lawn extension.

No person shall drive upon, park or stand any vehicle between the curb and the lot line nearest the street, such area being commonly known as the lawn extension. This only applies to areas where curbs are in place.

Sec. 54-73. Restricted hours.

(1) It shall be unlawful for any person to park or stand any motor vehicle upon the curbed public street of the Village of Dexter between the hours of 2:00 a.m. and 6:00 a.m., nightly.

(2) Exemptions. An exemption may be obtained for special circumstances, issued by the chief of police parking violations bureau. Permit shall be in writing and shall be prominently displayed on the front windshield of the vehicle. Permit shall be issued for a specified period of time not to exceed 90 days.

Sec. 54-74. Parking in setback area.

No person shall park a motor vehicle in the area between the lot line and the front yard set back line, except on the driveway, in a structure or within an approved parking space or lot. When the lot is a corner lot, no person shall park a motor vehicle between the lot lines and the set back lines of either street. This law is not intended to preclude persons from legally parking vehicles on the lawn extensions of street where there are no curbs.

Sec. 54-75. Residential zones, parking of commercial vehicles within; truck or bus on residential street, restricted hours.

1) Parking of motor vehicles, in residential zones, shall be limited to passenger vehicles, and not more than one commercial vehicle of the light delivery type, not to exceed three-fourths ton shall be permitted per dwelling unit. The parking of any other type of vehicle, or bus, except for those parked on school or church property, is prohibited in a residential zone.

2) It is unlawful to park or stand any truck or bus, except those actively providing a service, on any residential street between the hours of 8:00 p.m. and 8:00 a.m. For the purposes of this section, the term "residential street" shall mean the portions of any street which is adjacent to land which is zoned as residential. For the purposes of this section, the term "truck or bus" shall mean any vehicle which is licensed for an empty weight of more than 5,500 pounds or exceeds 22 feet in length.

DIVISION 2. PARKING VIOLATIONS BUREAU

Sec. 54-76. Creation of parking violations bureau.

A parking violations bureau is established for the village. The parking violations bureau shall be the same bureau as the village's municipal ordinance violations bureau as set forth in Chapter 22 of this Code. The parking violations bureau shall be operated by such person as the village council shall designate by appropriate resolution.

(Ord. eff. 5-24-1993, § 1)

State Law References: Authority to establish parking violations bureau, MCL 600.8395.

Sec. 54-77. Issuance of notice of parking violations.

The violator of any provision of Part 8 of the Uniform Traffic Code, as adopted and amended by ordinance of the village Code, shall be served by the complaining officer with a parking violation notice on a form as prescribed by village council by appropriate resolution. The notice shall give the date and time of the violation, the location of the violation, the nature of the violation, the signature and identification number of the issuing officer, the vehicle make and license number and other pertinent information as specified on the notice.

The notice shall also include a schedule of fines for parking violations as set forth in section 54-81 and the following notice:

The owner of the vehicle described on this parking violation notice is notified that the vehicle was parked in violation of the Village of Dexter Code. If you wish to admit responsibility for the violation, you may either mail a check or money order, payable to the Village of Dexter for the amount indicated, in this envelope, or pay in person at the Dexter Village Hall, 8140 Main St., Dexter, MI 48130.

If you wish to deny responsibility or admit responsibility with an explanation you may appear in person at the Dexter Village Hall or call the Dexter Village Hall at (313734) 426-8303 for information on how to proceed.

Fine amounts increase after 14 days. YOU MUST RESPOND ON OR BEFORE 14 DAYS FROM THE DATE THIS CITATION WAS ISSUED. Failure to respond will result in a default judgment against you and additional costs.

Six or more unpaid notices may result in:

- (1) Impoundment of your vehicle. Vehicles are subject to impoundment until payment is received by the Dexter Violations Bureau.
- (2) ~~Loss of your right to renew~~ Suspension of your drivers license.
- (3) Issuance of a warrant for your arrest.

Sec. 54-78. Appearances before parking violations bureau; notice.

(a) If any person who has received a parking violation notice, within the time limited in such notice, pays at the village hall or mails the fine and notice to the parking violations bureau as set forth in the preceding section, such fine and cost shall be in complete satisfaction for the violation charge.

(b) If the person who has received such a notice does not mail in or bring in person the fine and notice within the time required, the violation notice shall be forwarded to the appropriate district court under the provisions of the village Code. The parking violations bureau shall notify the police department when parking violation notices are forwarded to the district court. The police department shall record the information in their parking violations log.

Sec. 54-79. Accounting.

(a) Accounting shall be made by the parking violations bureau within ten days after the end of each month of all fines and costs received by it during the previous month. A copy thereof shall be delivered to the village manager and another copy shall be delivered to the police department. A reconciliation of the issued parking violation notices will be completed between the police department and the parking violations bureau quarterly, so as to determine the status of each notice.

(b) The police department shall make a report of the quarterly reconciliations to the village council once the reconciliations are completed.

Sec. 54-80. Record of violations.

After the complaining officer issues a parking violation notice he shall record the violation notice in the parking violation notices log. The notice shall then be forwarded to the parking violations bureau of the village for collection. The parking violations bureau shall keep a record of all such violation notices, whether the violation notices are issued by an officer or on the complaint of any other person.

Sec. 54-81. Fines for parking violations.

The parking violations set forth in this section, when the violator desires to plead responsible, may be paid to the parking violations bureau and the penalty for such violations shall be as adopted by council resolution.

Violation	Within 14 Days	After 14 Days
Overtime Parking	\$ 10.00	\$ 15.00
No Parking Here to Corner	10.00	15.00
No Parking Anytime	10.00	15.00
No Parking Between Signs	10.00	15.00
No Parking 2:00 a.m. to 6:00 a.m.	10.00	15.00
No Stopping or Standing	10.00	15.00
Parked on Lawn Extension	10.00	15.00
Double Parking	10.00	15.00
Within 15 feet of Fire Hydrant	25.00	45.00
Parked on Sidewalk	10.00	15.00
Left to Curb	10.00	15.00
Blocking Driveway	10.00	15.00
Blocking Crosswalks	10.00	15.00
Blocking Alley	10.00	15.00
Blocking Traffic	10.00	15.00
Blocking Sidewalk	10.00	15.00
Within 30 feet of Stop/Yield Sign	10.00	15.00
Handicapped Parking	75.00	100.00
Over 12 inches from Curb	10.00	15.00
Improper Parking on One-Way Street	10.00	15.00
No Parking Fire Lane	10.00	15.00
No Parking This Side of Street	10.00	15.00
Snow Removal	25.00	30.00
Ahead of Setback Line	10.00	15.00
Abandoned Vehicles	25.00	30.00
Occupying Two Spaces	10.00	15.00
Angle Parking Only	10.00	15.00
Other	10.00	15.00
In Intersection	10.00	15.00
Within 20 Feet of Crosswalk	10.00	15.00
Improper Storage	10.00	15.00
Truck/Bus in Residential	10.00	15.00

Area		
Private Property	10.00	15.00
Exceed One Commercial Vehicle in Residential Area	10.00	15.00

Secs. 54-82--54-100. Reserved.

ARTICLE V. MOTOR CARRIERS

Sec. 54-101. Vehicle weight limit.

Sections 722, 724 and 726 of Public Act No. 300 of 1949 (MCL 257.722, 257.724 and 257.726) (vehicle weight limit), as amended, are hereby adopted and incorporated herein by reference. (Ord. eff. 6-12-1995(3), § 2)

Sec. 54-102. Motor carrier safety.

The Motor Carrier Safety Act, Public Act No. 181 of 1963 (MCL 480.11 et seq.) as amended, is hereby adopted and incorporated herein by reference. (Ord. eff. 6-12-1995(3), § 3)

Secs. 54-103--54-130. Reserved.

ARTICLE VI. OPERATION OF CONTROLLED VEHICLES IN REGULATED AREAS

Sec. 54-131. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Controlled vehicle means any machine designed to traverse along a surface. Controlled vehicles include those powered by either muscles or engines. Controlled vehicles include but are not limited to unicycles, bicycles, tricycles, quadracycles, toy vehicles, scooters, wagons, roller skates, skateboards, remote controlled vehicles, sleds, toboggans, ice skates, snowmobiles, motorcycles, motor scooters, mopeds, and automobiles.

Operation of a controlled vehicle means any use of inherent design capabilities other than that which causes it to be carried, pushed, or pulled at speeds less than or equal to an average walk.

Regulated areas means those areas in which the operation of controlled vehicles is restricted.

Roadway means any street intended for the operation of automobiles.

Sidewalks means paved walkways located between the facade of a building, front yard, parking lot or easement and the curb, easement or edge of a roadway. Sidewalks are primarily intended for pedestrian traffic. (Ord. No. 88-1411001, § 1, eff. 12-5-1988; Ord. No. 21-2006, eff. 10-9-2006)

Cross references: Definitions generally, § 1-2.

Sec. 54-132. Regulated areas.

(a) Regulated areas shall be posted with signs at all points of entry. Signs shall be placed so as to be visible by operators of all types of vehicles. Wording of the signs shall be established by the village manager.

(b) Initial boundaries include the following:

- (1) Main Street from Baker to Alpine;
- (2) Broad Street in the central business district and zoned VC;
- (3) Central Street in the central business district and zoned VC;
- (4) All of Monument Park; and
- (5) Westridge of Dexter.

(c) The village council may change boundaries or add new regulated areas from time to time.

(Ord. No. 88-1411001, § 1, eff. 12-5-1988; Ord. No. 21-2006, eff. 10-9-2006)

Sec. 54-133. Prohibitions.

(a) Controlled vehicles shall not be operated on sidewalks within the boundaries of regulated areas in section 54-132(b)(1), (2), (3), or (4). Controlled vehicles shall be carried, pushed, or pulled on sidewalks in regulated areas. The carrying, pushing, or pulling of a regulated vehicle shall be maintained a speed no greater than an average walk.

(b) Parking is only permitted on one side of the roadway in the Westridge of Dexter Subdivision. Parking is not permitted on the mailbox side of the roadway in Westridge of Dexter, which is a regulated area in section 54-132(b)(5). In cul-de-sacs where mailboxes are present on both sides of the street, parking shall be permitted outside of the cul-de-sac and no closer than 50 feet from the nearest mailbox.

(c) Engine powered controlled vehicles are permitted to be operated in the roadways of a regulated area when they are not prohibited by county, state or federal law.

(d) Of muscle-powered controlled vehicles, only bicycles are permitted to be operated in the roadways of a regulated area, and only in a manner allowed by county, state, or federal law.

(Ord. No. 88-1411001, § 2, eff. 12-5-1988; Ord. No. 21-2006, eff. 10-9-2006)

Sec. 54-134. Exceptions.

(a) *Delivery and utility equipment.* Vehicles designed to move material or provide utility are permitted when they are operated in accordance with services typically required by commercial, office, or residential functions.

(b) *Special events.* Controlled vehicles can be operated in regulated areas during special events. Permission must first be obtained from the village council.

(c) *Handicapped.* Controlled vehicles can be operated in regulated areas if they are designed to enhance the mobility of a handicapped person and are limited to a speed no greater than a walk.

(Ord. No. 88-1411001, § 3, eff. 12-5-1988; Ord. No. 21-2006, eff. 10-9-2006)

Sec. 54-135. Civil infractions; enforcement; penalties.

(a) *Jurisdiction.* Violations of this article shall be enforced and punished as municipal civil infractions.

(b) *Penalties and fines.*

(1) A person in violation of this article shall pay a fine of not more than five dollars for the first offense, \$25.00 for the second offense, and \$100.00 for the third offense and each offense thereafter committed within a period of one year from the date of the first offense. A violation occurring after the one-year limitation shall be treated as a first offense.

(2) An authorized village official as defined in Chapter 22 of this Code may, in addition to enforcement activities authorized by that chapter, impound controlled vehicles and eject violators from regulated areas.

(3) The adult who is legally responsible for a minor shall be held responsible for payment of a fine.

(4) The impounded controlled vehicle can be recovered at the ~~village office~~police station during regular business hours after the fine is paid.

(Ord. No. 88-1411001, § 4, eff. 12-5-1988; Ord. No. 21-2006, eff. 10-9-2006)

NOTICE OF PUBLIC HEARING
VILLAGE OF DEXTER
GENERAL CODE ORDINANCE AMENDMENT

Notice is hereby given that the Dexter Village Council will hold a public hearing on Monday, May 9, 2011 at 7:30 pm at the Dexter Senior Center, 7720 Ann Arbor Street, Dexter, Michigan, for the purpose of hearing public comment regarding amendments to the Village of Dexter General Code, Chapter 54, Traffic and Vehicles. Amendments include but are not limited to the following:

Sec. 54-61 Traffic engineer.

The office of traffic engineer is hereby established. The traffic engineer shall be appointed by resolution of the ordinance-making body and shall exercise the powers and duties provided in this code in a manner which is consistent with prevailing traffic engineering and safety practices and which is in the best interests of this governmental unit. If a traffic engineer is not appointed, the authority of such engineer shall be vested in the village manager.

Sec. 54-62 Traffic-control devices on private property.

(1) With the consent, or at the request, of the owners or persons in charge of private property open to the general public for travel, the traffic engineer may determine controls of the movement of vehicles and pedestrians, and the parking of vehicles, needed for the safety and convenience of the public and users of the property. The owner or persons in charge of the private property shall be responsible for the installation and proper maintenance of the traffic-control devices deemed necessary by the traffic engineer.

(2) A person who violates the directions of the traffic-control devices is guilty of a misdemeanor.

Sec. 54-63 Limited parking zones.

The traffic engineer is hereby authorized, subject to the approval of the ordinance-making body, to determine and designate limited parking zones and to install as many signs as necessary in the limited parking zones, if it is determined that the installation of parking signs is necessary to aid in the regulation, control, and inspection in the parking of vehicles.

Sec. 54-64 Standing or parking close to curb; violation as civil infraction.

(1) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except as otherwise provided in this ordinance.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-65 Parking on one-way streets; violation as civil infraction.

(1) Vehicles may park with the left-hand wheels adjacent to, and within 12 inches of the left-hand curb or properly signed one-way streets.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-66 Stopping, standing, or parking on streets signed for angle parking; violation as civil infraction.

(1) Angle parking is permitted only in designated areas.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-67 Parking in a manner that obstructs traffic; violation as civil infraction.

(1) A person shall not park any vehicle on a street in a manner that leaves an insufficient width of the roadway available for free movement of vehicular traffic.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-68 Parking for certain purposes prohibited; violation as civil infraction.

(1) A person shall not park on any street for the principal purpose of doing any of the following:

(a) Displaying such vehicle for sale.

(b) Greasing, or repairing such vehicle, except for repairs necessitated by an emergency.

- (c) Displaying advertising.
- (d) Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the ordinances of the Village of Dexter.
- (e) Storage for more than 48 continuous hours.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-69 Standing or parking on 1-way roadways prohibited; exception; violation as civil infraction.

(1) If a street includes two or more separate roadways and traffic is restricted to one direction on such roadway, a person shall not stand or park a vehicle on the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-70 Limited parking zones; violation as civil infraction.

(1) When a sign limiting the time for parking is erected adjacent to or within a zone marked for parking, such space or spaces shall be a limited parking zone, and a person shall not stop a vehicle in any such zone for a period of time longer than that designated on the sign.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 54-71 Evidentiary presumption relating to parking violators.

In any proceeding for violation of this ordinance relating to the standing or parking of a vehicle proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which such violation occurred.

Sec. 54-72 Parking on lawn extension.

No person shall drive upon, park or stand any vehicle between the curb and the lot line nearest the street, such area being commonly known as the lawn extension. This only applies to areas where curbs are in place.

Sec. 54-73 Restricted hours.

(1) It shall be unlawful for any person to park or stand any motor vehicle upon the curbed public street of the Village of Dexter between the hours of 2:00 a.m. and 6:00 a.m., nightly.

(2) Exemptions. An exemption may be obtained for special circumstances, issued by the chief of police. Permit shall be in writing and shall be prominently displayed on the front windshield of the vehicle. Permit shall be issued for a specified period of time not to exceed 90 days.

Sec. 54-74 Parking in setback area.

No person shall park a motor vehicle in the area between the lot line and the front yard set back line, except on the driveway, in a structure or within an approved parking space or lot. When the lot is a corner lot, no person shall park a motor vehicle between the lot lines and the set back lines of either street. This law is not intended to preclude persons from legally parking vehicles on the lawn extensions of streets where there are no curbs.

Sec. 54-75. Residential zones, parking of commercial vehicles within; truck or bus on residential street, restricted hours.

1) Parking of motor vehicles, in residential zones, shall be limited to passenger vehicles, and not more than one commercial vehicle of the light delivery type, not to exceed three-fourths ton shall be permitted per dwelling unit. The parking of any other type of vehicle, or bus, except for those parked on school or church property, is prohibited in a residential zone.

2) It is unlawful to park or stand any truck or bus, except those actively providing a service, on any residential street between the hours of 8:00 p.m. and 8:00 a.m. For the purposes of this section, the term "residential street" shall mean the portions of any street which is adjacent to land which is zoned as residential. For the purposes of this section, the term "truck or bus" shall mean any vehicle which is licensed for an empty weight of more than 5,500 pounds or exceeds 22 feet

in length.

Sec. 54-133. Prohibitions.

Add additional language to clarify cul-de-sac parking in (b) - In cul-de-sacs where mailboxes are present on both sides of the street parking shall be permitted outside of the cul-de-sac and no closer than 50 feet from the nearest mailbox.

Information regarding the proposed text amendments is available for public inspection at the Village Offices, 8123 Main Street, Dexter, weekdays between 9:00 a.m. to 5:00 p.m., by phone at (734) 426-8303 Ext. 15, or online at www.villageofdexter.org. Written comments regarding the proposed ordinance amendments should be submitted to the Village Offices, and must be received no later than 12:00 p.m., Monday, May 9, 2011. Sign language interpreter, or other assistance, is provided upon request to the Clerk, at least 72 hours in advance of the meeting. Minutes of all meetings are available at Village Offices and on the Village website, www.villageofdexter.org

**PLEASE POST IN THE
DEXTER LEADER
May 5, 2011**

PLEASE SEND AFFIDAVIT

2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Area Historical Society Board	5/5/2011	7:30 p.m.	Gordon Hall	http://www.hvcn.org/info/dexter-museum/	
Dexter Village Council	5/9/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	5/9/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Community Schools Board of Education	5/9/2011	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Scio Township Board	5/10/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	Paul Cousins
Dexter Area Chamber of Commerce	5/11/2011	8:00 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Jim Smith, Donna Fisher
Village Website Committee	5/16/2011	4:00 p.m.	Village Offices	http://www.villageofdexter.org	Jim Carson
Chelsea Area Planning Team/Dexter Area Regional	5/16/2011	7:00 p.m.	TBD	http://www.ewashtenaw.org/	Ray Tell
Dexter Village Zoning Board of Appeals	5/16/2011	7:00 p.m.	Senior Center	http://www.villageofdexter.org	
Webster Township Board	5/17/2011	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Dexter Township Board	5/17/2011	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	5/17/2011	7:00 p.m.	Village Offices	http://www.villageofdexter.org	Joe Semifero
Village Economic Development Corporation	5/17/2011	5:30 p.m.	DAPCO - 2500 Bishop Circle East	http://www.villageofdexter.org	Shawn Keough, Jim Carson
Washtenaw Area Transportation Study-Policy	5/18/2011	9:30 a.m.	Scio Township Hall	http://www.miwats.org/	Jim Carson
Webster Township Planning	5/18/2011	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Washtenaw County Board of Commissioners	5/18/2011	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Regional Fire Consolidation	5/18/2011	3:00 p.m.	Dexter Township Hall		Shawn Keough
Healthy Community Steering Committee	5/19/2011	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Downtown Development Authority	5/19/2011	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Dexter Area Fire Board	5/19/2011	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seita
Dexter Village Council	5/23/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	5/23/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Community Schools Board of Education	5/23/2011	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Western Washtenaw Area Value Express	5/24/2011	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Scio Township Board	5/24/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 5-9-11
ITEM H-1

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

2011 Sign Requests

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/23-1/3	2 - 28" x 22"	12/9/2010	8, 22	Ice Cream Social	5/22-6/4	5 - 18" x 24"	5/3/2011	1, 2, 6, 7, 36
	Friends of the Library - Book Sale	1/6-1/8	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20	Dexter Soccer Club - Registration	5/28-6/18	5 - 18" x 24"	5/2/2011	5, 10, 4, 32, 11
						Historical Socy. - Civil War Days	5/29-6/12	1 - 4" x 8"	5/2/2011	2, 6, 7, 21, 41
February	K of C - Rummage Sale	1/21-2/5	5 - 18" x 24"	1/7/2011	1, 5, 10, 6, 2	Friends of the Library - Book Sale	6/2-6/4	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	St. Andrews - Monthly Dinner	1/28-2/3	1 - 36" x 24"	12/9/2010	8	Encore Theatre - Intermittent	6/23-7/31	2 - 36" x 24"	1/31/2011	15, 16
	Encore Theatre - Intermittent	1/20 - 2/20	2 - 36" x 24"	1/31/2011	15, 16					
March	Friends of the Library - Book Sale	2/3-2/5	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20					
	Knights of Columbus - Fish Fry	2/12-2/26	5 - 18" x 24"	1/24/2011	1, 6, 5, 2, 10					
	Community Band - Concert	2/14-2/27	2 - 2' x 4"	1/31/2011	1, 3, 5					
April	Community Orchestra - Concert	2/23-3/6	2 - 3' x 4"	1/3/2011	5, 9	Friends of the Library - Book Sale	8/11-8/13	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	St. Andrews - Monthly Dinner	2/25-3/3	1 - 36" x 24"	12/9/2010	8	Encore Theatre - Intermittent	8/18 - 9/18	2 - 36" x 24"	1/31/2011	15, 16
	Friends of the Library - Book Sale	3/3-3/5	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20	St. Andrew's - Monthly Dinner	9/2-9/8	1 - 36" x 24"	12/9/2010	8
May	Historical Society - Art Fair	3/7-3/19	2 - 5' x 6"	12/15/2010	1, 2, 5, 7, 10					
	St. Andrews - Festival of Hymns	3/21 - 4/4	1 - 36" x 24"	3/18/2011	8	Methodist Church - Rummage Sale	9/11-9/25	3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3
	Friends of the Library - Book Sale	3/31-4/2	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20	St. Andrews - Blood Drive	9/15-9/26	2 - 28" x 22"	12/9/2010	8, 22
June	St. Andrews - Monthly Dinner	4/1-4/7	1 - 36" x 24"	12/9/2010	8					
	St. Andrews - Blood Drive	4/11-4/18	2 - 28" x 22"	12/9/2010	8, 22	Friends of the Library - Book Sale	9/29-10/1	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	American Legion - Dinner	4/28-4/29	1 - 18" x 24"	4/25/2011	1	St. Andrew's - Monthly Dinner	9/30-10/6	1 - 36" x 24"	12/9/2010	8
July										
August										
September										
October										
November										
December										

** Connexions Church received permission to place 4 signs on Sunday mornings through 2011 in locations - 1, 5, 36, 21
 ** Dexter Farmers Market will place up to 5 signs on Saturday and Tuesday during market hours

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, 26 - Warner Creek Park Driveway, 27 - Dexter Flowers, 28 - Terry B's, 29 - 7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33 - Lions Park, 35 - Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad

TEAM H-2



AGENDA 5-9-11
ITEM 4-3

April 28, 2011

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 June 28, 2011. Customers will be notified of these changes via bill message.

The following channels will be added to the Sports Entertainment Package: Outdoor HD ch 709*, Sun Sports (OOM) ch 714, SportsNet New York (OOM) ch 716, The Mountain West (OOM) ch 717, Comcast SportsNet New England (OOM) ch 718, Comcast SportsNet Bay Area (OOM) ch 719, Fox Sports Net Prime Ticket (OOM) ch 720, Comcast SportsNet Chicago (OOM) ch 721, Military History Channel ch 746, Crime & Investigation ch 747.

GSN HD ch 710* will be added to Digital Starter.

The following channels will be added to Digital Preferred: CBS Sports Network HD ch 255*, Hub HD ch 383*, BBC America HD ch 384*, Outdoor HD ch 709*, Cooking HD ch 711*, DIY HD ch 712*, CBS Sports Network ch 734.

NEO Cricket, ch 664, will be added to Premium Services. Movieplex, ch 149, will move from Digital Preferred to Standard Basic.

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

*The HD Technology Fee and a HD receiver or CableCARD-equipped HD device required to view these channels.



AGENDA 5-9-11
ITEM H-4

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
STEVEN H. HILFINGER, DIRECTOR

NIDA R. SAMONA
CHAIRPERSON

Dear Licensee:

Enclosed is a permit authorizing to sell spirits, mixed spirit drink and/or beer and wine on Sunday. Display this permit next to your liquor license.

Your request for this authorization was approved.

YOU ARE WARNED THAT ANY FALSE STATEMENTS YOU MAY HAVE MADE WILL INVALIDATE THE AUTHORIZATION ISSUED TO YOU BY THE LIQUOR CONTROL COMMISSION.

THIS PERMIT MUST BE RENEWED PRIOR TO MAY 1ST EACH YEAR BY PAYMENT OF THE STATUTORY FEE.

jm

enc.

cc: Local Governmental Unit

Dexter Village, Washtenaw

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Liquor Control Commission • P.O. BOX 30005 • LANSING, MICHIGAN 48909 • www.michigan.gov/lcc • (517) 322-1345



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: REPORT
Date: May 3, 2011

Mill Creek Park Update – The pre bid meeting was held on Tuesday, May 3rd. There were approximately 50 contractors; about ½ were General Contractors which would likely bid the project. To date only 3 contractors have formally submitted paperwork indicating their intent to bid. Questions about the project were asked and an addendum to the bid will be issued this week to clarify a few items. Bids are due Monday, May 16th and a recommendation will be provided to Council for action on May 23rd.

Planning Commission Update

The Planning Commission is currently in the process of reviewing the following ordinances:

- Article 7 – Signs – Multi-tenant and multi-story building signage – staff to review Birmingham’s ordinance and revise proposed ordinance based on Planning Commission discussion. The Planning Commission also recommended sandwich board permits be valid for 3 years. Revisions to be reviewed again at June meeting and then likely public hearing in July or August.
- Article 15B and 15D – Ann Arbor and Baker Road Corridor Standards – standardizing the regulations – subcommittee met and will compare both the Dexter Ann Arbor Road Standards and Baker Road Standards section by section. Primary consideration to be given to architectural standards and access/road management. Discussed road diet on Dexter Ann Arbor Road as recommended by County-wide Complete Streets team.
- Historic Character – The Planning Commission discussed ways to encourage better design. Staff to prepare a Guide Book for building owners and tenants to guide them through signage and restoration efforts that fit in the with the Village historic character.

Baker Road Storm Project – Project has been bid and bids are due on May 16th. The project entails restoration of a failing storm outlet.

Walnut Tree Sale – As part of the Village water main project several trees will be removed. Every effort is being made to save desirable and healthy trees. The tree board has recommended removal of 5 walnut trees in the project area. The Village will sell the walnut trees and receive \$2500 for the trees with funds to be placed back into the tree fund for future tree replacement. Residents with walnut trees have been contacted and given the opportunity to object if desired.

Arbor Day Celebration – Friday, April 29th was Arbor Day. The Village and resident participation contributed to the planting of 35 trees. 200 seedlings were also given away throughout the day by Tree Board volunteers.

Medical Marihuana – Following the last Council meeting it was advised by our attorney that an additional public hearing be held on the proposed amendments to Article 2 and 3 of the Village Zoning Ordinance and to the General Code fines section. The additional public hearing was recommended due to the number of changes that have been proposed over the past few months. The proposed ordinances, based on the changes recommended by Council, are attached. The public hearing deadline for posting is Thursday, May 12. If there are any questions or concerns please let me know. Council will be asked to set a public hearing for the General Code – Chapter 22 amendments at the May 23rd meeting for June 13th when considering the amendments to Articles 2 and 3.

Subdivision Connector – The Village will likely receive our MDEQ permit for the Subdivision Connector this week. Plans are currently being made with the County and URS on how and when to proceed. Anlaan will likely be able to start construction on both the Warrior Creek trail and bridge and Subdivision Connector within the next few weeks.

School Busing Plan – The Village continues to review and provide comments to the Dexter Community Schools on their bus parking plan. The project and other school projects have been bid and contractors have been contacting the Village for information. The Village will require a storm and right of way permit upon receipt of the final submittal.

Recellular – Donna Dettling and I met with Recellular to discuss their plans for parking improvements to accommodate employee parking. The plan will be reviewed administratively and likely be under construction this summer. Recellular also discussed with us the need for Fiber Lines to improve their electronic capabilities. This is the second request that the Village has received for Fiber and staff will work through the details with ATT and Comcast to determine how we can facilitate getting the RD Park tenants the infrastructure they need. Fiber will also assist in marketing the RD Park for future development.

Chamber Update

Golf Outing – The golf outing is being combined with the Chelsea Chamber Outing this year. The outing will be on Tuesday, June 7th at Reddeman Farms.

Chamber New Website Launch Party – May 19th at 6 pm at the Dexter Pub the Chamber will host a party to unveil the new website.

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

Agenda
Mill Creek Park
Phase 1 Improvement
Village of Dexter
May 3, 2011 @ 2:00 p.m.

1. Sign-in all attendees
2. Introduction of Attendees Representing the Village
3. Description of Work
4. Location where Project Manual may be obtained (Advertisement for Bid)
5. Advertisement/Instructions to Bidders/Bid Form
 - Contact Information During Bidding
 - Bidders Registration- no later than 5 days before Bid due date.
 - Addendum
 - Substitutions during Bidding
 - Bid Form and Attachments with Bid Form
 - Alternates, Section 01 23 00
 - Certificate of Awardability
 - Prevailing Wage Rates
 - Changes In The Work
 - Bid Holding Period
 - Form Of Agreement
 - Post Bid Submittals
 - Time Of Completion
 - Liquidated Damages Article 2
 - Signatures
7. AIA A-107 – 1997 Abbreviated Form of Agreement Between The Owner and Contractor (Addendum) and Supplementary Conditions.
8. Technical Specifications:
 - Field Engineering
 - Testing and Inspection Services
 - Permits
 - Product Substitutions
 - Subsurface Conditions
 - Record Documentation
 - Site Preparation and Herbiciding
 - Earthwork and Soil Materials
 - Rock
 - Boardwalks and Railing
 - Electric/Lighting
 - Concrete/Asphalt
 - Off-site topsoil, Landscape and Seeding
9. Question and Answers
10. Meeting adjourn
11. Site Visit

ARTICLE II

DEFINITIONS

Section 2.01 INTERPRETATION

For the purpose of this Ordinance, certain term or word uses shall be interpreted as follows:

- A. The word person includes a firm, association, organization, partnership, trust, corporation or company, as well as an individual.
- B. The present tense includes the future tenses. the singular number includes the plural and the plural includes the singular.
- C. The word shall is mandatory, the word may is permissive. The words used or occupied include the words intended, designed, or arranged to be used or occupied.
- D. Any word or term not defined herein shall have the meaning of common or standard use, which is reasonable for context in which used herein.
- E. Questions of interpretation arising hereunder shall be decided by the Zoning Administrator whose decision may be appealed to the Zoning Board of Appeals.

Whenever used in these Zoning Regulations, the following words and phrases shall have the meaning ascribed to them in this Section:

Section 2.02 DEFINITIONS

Accessory use, building, or structure: A use, building, or structure, which is, clearly incidental to, customarily found in connection with, subordinate to, and is located on the same zoning lot as the principal use to which it is exclusively related and is devoted exclusively to an accessory use.

Accessory use or accessory: A use, which is, clearly incidental to, customarily found in connection with, and (except in the case of accessory off-street parking spaces or loading) located on the same zoning lot as the principal use to which it is related. When "accessory" is used in this text, it shall have the same meaning as accessory use. Accessory use includes, but it is not limited to uses such as those that follow:

- A. Residential accommodations for servants and/or caretakers within the principal building.
- B. Swimming pools for the use of the occupants of a residence, or their guests.
- C. Domestic or agricultural storage in a barn, shed, tool room, or similar accessory building or other structure.
- D. Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded in the applicable district regulations.

Definitions

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), within a dwelling unit that is the registered primary caregiver's primary residence and which cultivation is in conformity with the restrictions and regulations contained in the Act, as amended and in the MDCH Administrative Regulations.

Medical Marihuana Home Use: Means a dwelling unit that is the primary residence of a qualifying patient, as defined in Sec. 3 of the Act, MCL §333.26423(h), who is registered with the Department of Community Health (MDCH). In his or her primary residence, a registered qualifying patient may lawfully cultivate medical marihuana for him or herself in accordance with the Michigan Medical Marihuana Act of 2008 and the MDCH Administrative Rules, as amended. In his or her primary residence, a registered qualifying patient may receive assistance from his or her primary caregiver with whom the registered qualifying patient is connected to through the MDCH registration process pursuant to MCL §333.26426(d) in accordance with the Michigan Medical Marihuana Act of 2008 and the MDCH Administrative Rules, as amended.

Mezzanine: An intermediate floor in any story occupying not to exceed one-third (1/3) of the floor area of such story.

Mini-warehouse: A building or group of buildings, each of which contains several individual storage units, each with a separate door and lock and which can be leased on an individual basis. Mini-warehouses are typically contained within a fenced, controlled-access compound.

Mobile home: A structure, transportable in one (1) or more sections, which is built on a chassis and designed to be used as a dwelling unit, with or without permanent foundation, when connected to the required utilities, and including the plumbing, heating, air conditioning, and electrical systems contained in the structure. Mobile home does not include a trailer coach (recreational vehicle).

Mobile home sales: A person, other than a manufacturer, engaged in the business of buying, selling, exchanging, leasing, or renting mobile homes.

Mobile home park: A parcel or tract of land, under the control of a person, upon which three (3) or more mobile homes are located on a continual non-recreational basis and including all appurtenances that are incidental to the occupancy of a mobile home.

Modular home: A premanufactured unit assembled of materials or products intended to comprise all or part of a building or structure and is assembled at other than the final location of the unit of the building or structures by a repetitive process under circumstances intended to ensure uniformity of quality and material content.

Mortuary or funeral home: An establishment where the dead are prepared for burial or cremation and where wakes or funerals may be held.

Deleted: , as amended
Deleted: .
Deleted:
Deleted:
Deleted: single family dwelling
Deleted: State
Deleted: developed by the Michigan Department of Community Health (MDCH)
Formatted: Font: Bold

Deleted: ¶

Article III

GENERAL PROVISIONS

Deleted: (Amended June 8, 2008)

Section 3.01 ADMINISTRATIVE REGULATIONS

A. Scope of Regulations

No structure or tract of land shall hereafter be used or occupied, and no structure, or part thereof, shall be erected, altered, or moved, except in conformity with the provisions of this Ordinance.

However, where a building permit for a building or structure has been issued in accordance with law prior to the effective date of this Ordinance and construction is begun within six (6) months of the effective date, said building or structure may be completed in accordance with the approved plans. Furthermore, upon completion the building may be occupied under a Certificate of Zoning Compliance for the use for which the building was originally designated, subject thereafter to the provisions of Article IV concerning nonconformities. Any subsequent text or map amendments shall not affect previously issued valid permits.

B. Minimum Requirements

The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health, safety, convenience, comfort, morals, prosperity, and general welfare.

C. Relationship To Other Ordinances or Agreements

This Ordinance is not intended to abrogate or annul any ordinance, rule, regulation, permit, easement, covenant, or other private agreement previously adopted, issued, or entered into and not in conflict with the provisions of this Ordinance.

However, where the regulations of this Ordinance are more restrictive or impose higher standards or requirements than other such ordinances, rules, regulations, permits, easements, covenants, or other private agreements, the requirements of this Ordinance shall govern.

D. Vested Right

Nothing in this Ordinance should be interpreted or construed to give rise to any permanent vested rights in the continuation of any particular use, district, zoning classification, or permissible activities therein. Furthermore, such rights as may exist through enforcement of this Ordinance are hereby declared to be subject to subsequent amendment, change or modification as may be necessary for the preservation or protection of public health, safety, and welfare.

General Provisions

(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.

(9) 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.

(10) 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.

(11) 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.

Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

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

(13) 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.

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

B. Medical Marihuana Home Occupation. The intent of the zoning ordinance is to regulate medical marihuana home occupations by providing for regulations and fees in a manner that promotes and protects the public health, safety and welfare, mitigates the 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. In addition to the requirements in Section 3.05(1), Medical marihuana home occupations shall be subject to the following requirements:

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

(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) Medical Marihuana Home Occupations are not permitted within 1000 feet of a public school or public library in accordance with the Drug Free School Zone Act (MCL 333.7410).

Formatted: Indent: Left: 0.5", First line: 0"
Formatted: Font: (Default) Times New Roman, 12 pt

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

Formatted: Font: Times New Roman, 12 pt
Formatted: Indent: Left: 0.5", First line: 0"

(4) The registered primary caregiver may cultivate marihuana for compensation, for up to 5 patients, plus themselves, to whom the primary caregiver is connected through the Michigan Department of Community Health registration system.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

(5) No patients to whom the primary caregiver is not connected through the Michigan Department of Community Health registration system shall be permitted to visit the home as a customer. No other patients to whom the primary caregiver is not connected through the Michigan Department of Community Health registration system are allowed to purchase or receive medical marihuana at the home, nor are any patient to patient transfers of any kind allowed at the home except between the primary caregiver and the patients connected to the primary caregiver.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

(6) 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.

General Provisions

(7) If a room with windows is utilized as a growing location, any lighting methods that exceed usual residential periods between the hours of 11 pm 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.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

(8) 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.

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

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

Formatted: Font: Times New Roman, 12 pt

(10) 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:

Formatted: Indent: Left: 0.5", First line: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 9 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75", Tabs: 1", List tab + Not at 0.75"

1. Any fraud, misrepresentation or false statement contained in the application or in connection with the home occupation being permitted;
2. Any violation of this section;
3. Conviction by the permittee of any felony;
4. Conducting the home occupation in an unlawful manner or in such a manner as to constitute breach of the peace.
5. Conducting the home occupation in a manner that does not comply with the Medical Marihuana Act, MCL 333.26421 et seq. and Michigan Administrative Rules, R 333.101 et seq.
6. If the medical marihuana home occupation is held invalid or unconstitutional by any court of competent jurisdiction.
7. 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.

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0.5"

Formatted: Indent: Hanging: 0.5"

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: First line: 0"

Formatted: Indent: First line: 1"

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Hanging: 0.5"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 1", Hanging: 0.5"

Section 3.06 TEMPORARY STRUCTURES AND USES

A. General Requirements

Temporary buildings and structures shall comply with the following requirements:

1. Temporary Structures Used for Residential Purposes

A building or structure may be approved for temporary residential use only while damage to the principal dwelling due to fire, flood, ice, wind, or other natural disaster is being repaired. Any such temporary building shall not be used as a residence without prior review and approval by the Zoning Administrator.

Sec. 22-10. Schedule of civil fines.

(a) A schedule of civil fines payable to the bureau for admissions of responsibility by persons served with municipal ordinance violation notices is established. The fines for the violations listed in this section shall be as follows:

TABLE INSET:

Code Section	Municipal Civil Infraction	First Violation	First Repeat Violation	Second or Subsequent Repeat Violation
10-31	Dogs	\$ 50.00	\$ 100.00	\$ 250.00
18-1	Failure to remove a temporary sign, poster or advertising	50.00	100.00	250.00
18-34	Failure to abate a public nuisance	50.00	100.00	250.00
18-61	Noise	50.00	100.00	250.00
18-82	Roadside dumping and littering	50.00	100.00	250.00
18-112	Storage and repair of motor vehicles	50.00	100.00	250.00
22-9a	Failure to obtain a permit	50.00	100.00	250.00
38-34	Collection and disposal of solid waste	50.00	100.00	250.00
46-76	Failure to remove snow, ice, dirt or debris	50.00	100.00	250.00
54-81	Parking violations	See section 54-81		
54-135	Operation of controlled vehicle in regulated area	5.00	25.00	100.00
<u>The Zoning Ordinance of the Village of Dexter, Section 3.05(B)</u>	<u>Medical Marihuana Home Occupation Violation</u>	<u>1000.00</u>	<u>2000.00</u>	<u>3000.00</u>

Formatted Table

Deleted: ¶
.11

Deleted:

VILLAGE OF DEXTER

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: May 4, 2011
**Re: Assistant Village Manager &
Village Manager Report - Meeting of May 9, 2011**

1. Meeting Review:
 - April 21st – April DDA Meeting
 - April 21st – DWRF Water Main Project Residents meeting
 - April 25th – Current State of Storm Water Meeting
 - April 25th – DWRF Water Main Project Design finalized with OHM
 - April 26th – 5H Committee, **see attached agenda**
 - April 27th – DAPCO Team Meeting
 - May 3rd – Jeff Kaisor of Recellular re: investment plans
 - May 3rd – Home Inspection at 8077 Forest Street
 - May 3rd – Performance Review meeting with President Keough
 - May 4th – SRF Sludge Handling Project Plan re: OHM review documents
 - May 4th – L-n-J Landscaping re: review contract
 - May 4th – Budget Work Session
2. Upcoming Meeting Review:
 - May 5th – Memorial Day Parade re: organization meeting
 - May 6th – Tom Covert, DDA Treasurer DDA Financial meeting
 - May 17th – EDC Informational meeting, **see attached letter**
3. DWRF Water Main Project Residents Meeting Summary. A total of 13 residents attended the meeting on April 21, 2011. General concerns about length of time without water or not being able to get into or out of driveways were addressed. Several residents wanted to know if they would still get to park on the gravel shoulders along the water main route after the project is completed. We shared with residents that areas currently being used for parking will continue to be used for parking. The Kovals from the corner of Edison and Fifth spent one-on-one time working through infrastructure location and timing concerns in anticipation of moving their landscaping from the ROW. Staff reviewed the concerns from the residents meeting with OHM on April 25th to finalize the design for submittal to the DEQ.
4. SRF Sludge Handling Project Plan Staff met with OHM to prepare for the SRF Notice of Intent which will be published prior to the public hearing scheduled for the June 13th Council meeting. We are anticipating that the advertisement for SRF Sludge Handling Project Plan will be noticed with a dollar amount of \$3.7 million, which includes Sludge Handling System improvements, Sand Filter Upgrade and remodel of the Sand Filter Room and Laboratory, Instrumentation and Control upgrades and Building HVAC upgrades. These items are from the Asset Management plan and are programmed over a 5-year period in the project plan. Although the notice must be inclusive of these items, we will have the opportunity to reprioritize them or remove them as we choose.
5. Dexter Fastener Amend Tax Year 2011 I have included a copy of an IFT worksheet as a follow-up to the Tax Tribunal paperwork submitted by Dexter Fastener to amend tax year 2011. The

Real Property on the list will expire in 2011. This is the smaller amount that was shown on the motion to amend. The village currently collects half or 6.7788 mills on this parcel, and will collect 13.5562 after 2011 which will help lessen the impact of reduced revenue if the Tax Tribunal approves the amendment. I estimated the potential net change in tax revenue from the \$42,792 provided in my last report to a tax reduction of approximately \$29,792 if the Tax Tribunal approves the amendment.

6. Fluoride. Week of May 2nd Village started adding fluoride to water system. A recap of the notification process; Village newsletter, e-mail update, Dexter Library LCD Display, e-mail to Homeowners Associations, Ann Arbor News, Dexter Leader, and on the May water bill. We also sent a letter to 112 dentists in Chelsea, Dexter and Western Ann Arbor.
7. Complete Streets. Attached is a recognition email to the Village for ending up on a short list of good ordinances for others to model. The Washtenaw County Non-Motorized Plan and the Dexter Ordinance both showed up in the top five of their 5 respective categories.
8. Parade Update. Attached is a pre-registration form for the Memorial Day Parade. The Dexter Leader is running a story May 5th about the parade, and the form is posted to the village home page. A meeting with Sergeant Gieske, Bob Wagner and several members from the Legion is planned for Thursday, May 5th to review the route and set up assignments for a successful parade.
9. DAPCO Team Update. The DAPCO Redevelopment Team met on April 27th to review 4 proposals received for consulting services to assist the team in the redevelopment effort. Cornerstone Design, Hobbs and Black, JJR/Smith Group and OHM/Bird Houk responded to the RFQ and they will be asked to submit a fee proposal to complete two concept site plans, project narrative, and building rendering. All four consultants will be invited to meet with the DAPCO Team to present their scope of services and fees tentatively planned for Wednesday June 1, 2011.
10. State Representative Mark Ouimet Mr. Ouimet will be hosting at Legislative Update meeting for all elected officials Friday, May, 20th from 7:30-9:00am. The meeting will take place at the Washtenaw County Intermediate School District 1819 S. Wagner Rd.



Agenda

- 1) Introductions
- 2) Purpose for meeting
 - a) Plan for accomplishing next step - community assessment
 - b) Designing Healthy Livable Communities: The Power of Partnerships
 - i) June 6, 7 2011
 - ii) Lansing, MI
 - iii) Funding available for some members through the CWF
 - c) April 30th workshop
 - i) 9am – 1 pm
 - ii) Silver Maples in Chelsea
 - iii) Four speakers
- 3) Community assessment
 - a) Purpose
 - b) Format - talk through the sections
 - c) Manchester example
 - d) Who's doing what to accomplish the assessment
- 4) Next meeting

Larry Cobler

Pat Conlin

Randy Forsch

Ken Gletzen

Kathleen Griffins

Jeff Hardcastle

Amy Heydlauff

Diane Howlin

Susan Kheder

Shawn Lewis-Lakin

Judy Noid

Allison Pollard

Jack Wheeler

Jim Woods

April 28, 2011

Donna Dettling
Dexter, Village Manager
8123 Main Street
Dexter, MI 48130

Dear Donna,

On June 6 & 7 in Lansing there will be a conference entitled "2011 Designing Healthy Livable Communities – The Power of Partnerships".

Several members of the Chelsea-Area Wellness Foundation plus representatives from Dexter's Wellness Coalition will be attending.

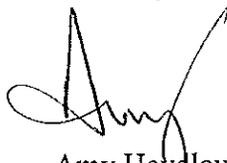
The Chelsea-Area Wellness Foundation is offering to pay the registration fee for you, as the Dexter Village Manager, to attend the conference, with us.

If you are interested, please let Sheila Gillman know by May 13th. She can be reached at 433.4599 or Sheila@5healthytowns.org.

If you plan to attend and notify us before the 13th Sheila will contact you to determine what concurrent sessions you want to attend.

We hope you'll be able to join us.

Sincerely,



Amy Heydlauff, RN, MHSA
Executive Director
Chelsea-Area Wellness Foundation
734.433.4599
amy@5healthytowns.org

310 N Main
Suite 203
Chelsea, MI
48118

(734)433-4599

5healthytowns.org

Cc: Shawn Keough, Village President



AGENDA-AT-A-GLANCE



2011 DESIGNING HEALTHY LIVABLE COMMUNITIES:

The Power of Partnerships

The Lansing Center
Lansing, Michigan

JUNE 6-7, 2011

FOR MORE INFORMATION

For information on registration, sponsorship, exhibiting, contact:

Diane Drago
Conference Coordinator
ddrago@dmsevents.com
517-663-5147

MONDAY, JUNE 6

12:00 NOON

Registration and Light Refreshments

1:00 P.M.

Training Sessions

A: ▶ Local Food Policy Councils: Building the Capacity for Real Food System Change

B: ▶ Complete Streets-The Next Steps: From Planning and Design to Community Perspectives on Implementation

C: ▶ If Life Is a Nightmare, Start a New Dream: Using Community Visioning Techniques and Scenario Planning Tools to Shape a Desired Future

4:30 P.M.

Training Sessions Adjourn

Dinner on your own

TUESDAY, JUNE 7

7:30 A.M.

Registration opens
Continental Breakfast with Exhibitors

8:15 A.M.

Welcome and Opening Remarks

Olga Dazzo, Director, Michigan Department of Community Health, Lansing, MI

8:30 A.M.

Keynote Address: You Don't Have to Move Out of Your Neighborhood to Live in a Better One

Majora Carter, Eco-Entrepreneur and President, The Majora Carter Group, South Bronx, NY

9:15 A.M.

General Session: Healthy, Wealthy and Wise: Healthy Communities and the Third American Century

Tyler Norris, Author and Social Entrepreneur, Boulder, CO

10:00 A.M.

Break with the Exhibitors

TUESDAY, JUNE 7 continued

10:30 A.M.

Concurrent Workshops: Group A

Session A1: ▶ Community Engagement for Food Justice

Session A2: ▶ Innovative Solutions for Safe Pedestrian and Bicycle Designs

Session A3: ▶ Staying Engaged After Success: How to Keep Coalitions Motivated and Ready to Act

11:45 A.M.

Break and Move to Networking Luncheon

1:00 P.M.

Concurrent Workshops: Group B

Session B4: ▶ Policy Approaches to Support Community Agriculture

Session B5: ▶ Planning and Design for the Livable Winter City

Session B6: ▶ Partnering to Create Active Communities in Michigan

2:15 P.M.

Break with Exhibitors; Move to Concurrent Plenary Sessions

2:30 P.M.

Concurrent Plenary Sessions A and B: Partnerships for Policy Change

Session A: ▶ Partnerships for Healthy Food Access in Underserved Areas

Session B: ▶ Downtown Developments Incorporating Healthy Community Elements

3:45 P.M.

Break and Reconvene for Closing General Session

4:00 P.M.

Closing Session: A Sense of Place

Gary Heidel, Director, Michigan State Housing Development Authority, Lansing, MI

4:30 P.M.

Closing Remarks, Evaluations and Adjournment

To register, go to:

<https://www.regonline.com/2011dhlcconference>



VILLAGE OF DEXTER

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

April 26, 2011

Sample

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
Trustee

Donna Fisher
Trustee

Joe Semifero
Trustee

James Smith
Trustee

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Allison Bishop, AICP
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

Name
Address
Dexter, MI 48130

Re: Village of Dexter
Economic Development Corporation

Dear CEO :

This past February the Village notified you of the re-establishment of an Economic Development Corporation (EDC). An EDC is established by a community to provide a financing tool to manufacturing companies and non-profit organizations. EDC's operate under Public Act 338 of 1974.

We committed to scheduling an informational meeting with our Bond Counsel to provide an opportunity for you to learn more about how an EDC works. That meeting has been scheduled and it would be great if you could join us.

WHAT: EDC Informational Meeting
WHEN: Tuesday, May 17, 2011 at 5:30 p.m.
WHERE: Cafeteria at DAPCO Industries
2500 Bishop Circle East
Light Refreshments will be served.

The Village is committed to helping our businesses. If you're looking to start a new project, considering expansion or possibly need to refinance debt from a recent project; the EDC might be an opportunity you could take advantage of. The meeting will also be an excellent opportunity to network with other businesses in Dexter.

Please contact Donna Dettling, Village Manager and the Secretary to the EDC at 734-426-8303 for more information or to RSVP for the EDC Informational Meeting. As always it is our goal to support your effort to grow your business in Dexter, please let us know how we can better serve you.

Sincerely,

Jim Carson
EDC President

Shawn W. Keough
Village President

cc: EDC Board Members
Village Council

Village of Dexter - Industrial Facilities Tax Exemptions

Real Property - Active			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2011	\$2,000,000.00	\$6,778.10
Abeltech	2011	\$592,000.00	\$2,006.32
K-Space	2013	\$805,000.00	\$2,728.19
Berry & Associates	2015	\$450,000.00	\$1,525.07
Dexter Research	2022	\$520,000.00	\$1,762.31
Personal Property - Active			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2011	\$766,000.00	\$2,596.01
Dexter Fastener	2011	\$1,153,000.00	\$3,907.57
Abeltech	2011	\$351,000.00	\$1,189.56
Protomatic	2012	\$250,000.00	\$847.26
DAPCO	2013	\$150,000.00	\$508.36
DAPCO	2013	\$600,000.00	\$2,033.43
K-Space	2013	\$70,000.00	\$237.23
Berry & Associates	2015	\$100,000.00	\$338.91
AA Gear	2017	\$2,252,000.00	\$7,632.14
Dexter Research	2022	\$1,622,000.00	\$5,497.04
Real Property - Expired Over The Past 5 Years			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2006	\$898,000.00	\$3,043.37
Protomatic	2006	\$820,000.00	\$2,779.02
Van Con	2006	\$204,000.00	\$691.37
All Season Gutter	2006	\$373,000.00	\$1,264.12
Ann Arbor Fabrications	2006	\$205,000.00	\$694.76
Dexter Fastener	2007	\$819,000.00	\$2,775.63
Ann Arbor Fabrications	2007	\$749,000.00	\$2,538.40
Ann Arbor Fabrications	2008	\$205,000.00	\$694.76
Variety Die & Stamping	2009	\$264,000.00	\$894.71
Personal Property - Expired Over The Past 5 Years			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2006	\$788,000.00	\$2,670.57
Promatic	2006	\$82,000.00	\$277.90
Van Con	2006	\$25,000.00	\$84.73
Dexter Fastener	2007	\$2,510,000.00	\$8,506.52
Dexter Fastener	2007	\$1,388,000.00	\$4,704.00
Protomatic	2007	\$205,000.00	\$694.76
Ann Arbor Fabrications	2007	\$10,000.00	\$33.89
Variety Die & Stamping	2009	\$166,000.00	\$562.58
DAPCO	2010	\$1,155,000.00	\$3,914.35

Donna Dettling

From: Allison Bishop**Sent:** Thursday, April 28, 2011 4:09 PM**To:** Courtney Nichols (cnicholls@villageofdexter.org); DEXTERCOFC@aol.com; Donna Dettling (ddettling@villageofdexter.org); Donna Fisher; James D. Smith (jdsmith@umich.edu); Jim Carson (jcarson@aiserv.net); Joe Semifero (jrsemifero@yahoo.com); Paul Cousins (millpond89@comcast.net); Ray Tell (ellistell@aol.com); Ray Tell (warehouse@vanguardusa.com); Shawn Keough (sckeough@comcast.net); Shawn Keough (skeough@wadetrim.com); Derk Wilcox; Kim Clugston (E-mail); Mary Kimmel (E-mail); Matt Kowalski (E-mail); Matt Kowalski (Osiris.mk@gmail.com); Matt McCormack; Molly Wade; Scott Bell (E-mail); Tom Phillips; Brian Brassow; John Coy (jcoyfc@gmail.com); Mike Cavanaugh; r.hermann@sbcglobal.net; Steve Berlage (berlage_steve@emc.com); Toni Henkemeyer (E-mail)**Subject:** FW: MCSC New Complete Streets Report Ranks Michigan Policies**SEE BELOW, MESSAGE VILLAGE RECEIVED FROM TERRI BLACKMORE – WATS EXECUTIVE DIRECTOR**

I'm pleased to share a new report from the National Complete Streets Coalition that analyzes and scores complete streets policies from across the US. Among state policies, Michigan's PA 134 and 135 scored in the top five in the US among state complete streets laws. In other words, we're on a short list of good state laws for others to model.

Any local ordinance, resolution, plan, or design standard that was passed before January 1, 2011 is also scored. The Washtenaw County Non-Motorized Plan and the Dexter Ordinance both showed up in the top five of their respective categories.

The bad news? Despite all of our work on resolutions in Michigan, not a single one showed up in the top five.

<http://www.completestreets.org/webdocs/resources/cs-policyanalysis.pdf>

Enjoy,
Rory

Rory L. Neuner
State Network Manager
Safe Routes to School National Partnership

517/580-8415, 517/515-3535 (c)
rory@saferoutespartnership.org
<http://www.saferoutespartnership.org>
907 Britten Ave* Lansing, MI * 48910

--

You received this message because you are subscribed to the Google Groups "Michigan Complete Streets" group.
To post to this group, send email to

2011 Memorial Day Parade

There will be a Memorial Day Parade again this year and the Village of Dexter will be organizing the event. Please return this registration form and join us for a patriotic event.

PARADE INFORMATION:

DATE: Monday, May 30, 2011
LOCATION: Dexter, Michigan (Main Street)
LINE UP TIME: 9:00 A.M. Wylie Middle School
START TIME: 10:00 a.m. (promptly)

WE WELCOME MOST PARADE UNITS

Pre-registration is preferred, but late entries will be welcomed. In the event of late entry, please call so we can save you a spot in the parade.

For safety reason; no off-road vehicles, ATVS, go-karts, mini-bikes, or non-street legal motorcycles without prior approval of the village.

For further information, please contact.
The Village of Dexter 734-426-8303

Parade Registration Form

Name _____

Address _____

City _____ State _____ Zip Code _____

Type of Parade Unit _____

Explain how entry supports the Memorial Day theme of patriotism.

For Safety Reasons; NO Throwing of Candy, Please.

By completing this form, I understand as a parade participant, I will self insure my entry and hold the Village Harmless for any damages, death or injury caused by my entry.

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

April 20, 2011 – MERS Meeting with Donna Dettling and Courtney Nicholls

April 20, 2011 - Regional Fire Department Meeting – we have put together a draft transition plan for the next steps to create a new regional fire department with Scio Twp, Webster Twp and Dexter Twp. We will be sharing the transition plan and tentative timeline shortly.

April 20, 2011 – Village Manager Review (Closed Session with Council)

April 21, 2011 – Downtown Development Authority Meeting

April 27, 2011 – Old DAPCO Property Redevelopment Team meeting

May 3, 2011 – Home Inspection at 8077 Forest with Village Manager Donna Dettling

May 3, 2011 – Lunch with Donna Dettling for the purpose of discussing Village Manager review

May 3, 2011 – Mill Creek Park Pre-Bid Meeting

In preparation for the meeting packet, I worked with staff on the memorandum of recommended changes to Chapter 54, Traffic and Vehicles.

Future Activities

May 4, 2011 – 1st Council Workshop to review the draft budget for Fiscal Year 2011-2012 which begins July 1, 2011.

May 9, 2011 – Village Council Meeting

May 16, 2011 – Village website committee meeting

May 18, 2011 – Regional Fire Department meeting (at Dexter Township Hall)

May 18, 2011 – 2nd Budget Review Workshop for Village Council

May 19, 2011 – Downtown Development Authority meeting – we will be reviewing and hopefully adopting the DDA budget for 2011/2012 budget year.

May 20, 2011 – Legislative Update Meeting with Mark Ouimet at Washtenaw Intermediate School District

May 23, 2011 – Village Council Meeting

Please let me know if you have any questions. I hope to see you around our town.

Shawn Keough

Village President

(734) 426-5486 (home) or (313) 363-1434 (cell phone)

VENDOR APPROVAL SUMMARY REPORT

Date: 05/04/2011

Time: 12:29pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	RE-INSTALL FOR BRENDA	477.50	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	TREE WORK	625.00	0.00
ARBOR DAY FOUNDATION	ARBOR DAY	STICKERS	20.85	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T	426 4572	211.90	0.00
ALLISON BISHOP	BISHOP	MILEAGE	74.87	0.00
BOULLION SALES	BOULLION	MAINTENANCE	58.24	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	MASTER PLAN	305.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WWTP	4.25	0.00
CHARLES VAN HECK	C.VANHECK	REFUND	50.00	0.00
COMCAST	COMCAST	WWTP	329.04	0.00
COREX BUILDING INSPECTION LLC	COREX	HOME INSPECTION	275.00	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	WWTP	69.89	0.00
CUMMINS BRIDGEWAY LLC	CUMMINS	WWTP	607.98	0.00
DETROIT PUMP & MANUFACTURING	DETR.PUMP	DISCHARGE VALVE	60.55	0.00
DEXTER AREA FIRE DEPARTMENT	DAFD	QUARTERLY	92,100.00	0.00
DEXTER MILL	DEX MILL	RAIN COAT	9.95	0.00
DISPLAY SALES	DISPLAY	FLAGS	526.00	0.00
DON ALLEN	DON ALLEN	DRUM CIRCLE	250.00	0.00
DORNBOS SIGN & SAFTEY INC.	DORNBOS	SIGNS	416.41	0.00
DTE ENERGY	DET EDISON	3219 953 0001 9	146.00	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	2,421.50	0.00
GIGNAC & SONS, INC	GIG	SERVICE CALL	548.02	0.00
GOVERNMENTAL & NONPROFIT ASSIS	GOVERNMENT	EXAMINATION FEE	145.00	0.00
GRISSOM JANITORIAL	GRISSOM	APRIL 2011	400.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	103.50	0.00
JOHN'S SANITATION	JOHNS SAN	PARKS	375.00	0.00
KENNEDY INDUSTRIES, INC.	KENNEDY IN	FEILD SERVICE	480.00	0.00
L-N-J LANDSCAPING AND LAWCARE	L-N-J	SPRING CLEAN UP	3,254.00	0.00
LESSORS WELDING SUPPLY	LESSORS	RENTAL	45.00	0.00
MARK'S AUTO SERVICE, INC.	MARK S AUT	TIRE REPAIR	15.00	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	DPW	650.50	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	222.75	0.00
PARAGON LABORATORIES INC	PARA	TESTING	65.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	05/03/11	469.02	0.00
PNC BANK REALTY SERVICES	PNC	DIGITAL DOOR LOCK	616.28	0.00
PRINT-TECH, INC.	PRINT TECH	NEWSLETTER	1,501.19	0.00
SCHWALBACH'S AUTO CARE	SCHWALBACH	TIRES	331.95	0.00
SIGNS IN 1 DAY	SIGNS	ARBOR DAY BANNER	47.00	0.00
SKY CREATIVE	SKY CREATI	SONGS.SLAMS,& SMORES	97.50	0.00
STO-COTE PRODUCTS, INC	STO- COTE	ICE RINK	830.03	0.00
THOMAS STRINGER	STRINGER/T	LEGAL SERVICE	799.00	0.00
SYLVESTER & COMPANY	SYLV	PAYROLL	908.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	WWTP	1,149.21	0.00
UNIQUE PAVING MATERIALS	UN	PAVING MATERIALS	807.50	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL SERVICES	29.25	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	MAINT INSP FEE	130.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCEMENT	37,648.75	0.00
Grand Total:			150,714.13	0.00

INVOICE APPROVAL LIST BY FUND

Date: 05/04/2011
 Time: 12:30pm
 Page: 1

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Village Council								
		101-101.000-901.000	Printing &	PRINT-TECH, INC. NEWSLETTER	0	203980	05/02/2011	1,501.19
		101-101.000-959.000	Arts, Cult	DON ALLEN DRUM CIRCLE	0	05/02/11	05/02/2011	250.00
		101-101.000-959.000	Arts, Cult	SKY CREATIVE SONGS.SLAMMS,& SMORES	0	05/02/11	05/02/2011	97.50

Total Village Council								1,848.69
Dept: Village Manager								
		101-172.000-977.000	Equipment	PNC BANK REALTY SERVICES DIGITAL DOOR LOCK	0	05/02/11	05/02/2011	616.28
		101-172.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES MICRO OFFICE & ADOBE READER	0	62994	05/02/2011	202.50
		101-172.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES RE-INSTALL FOR BRENDA	0	63015	05/03/2011	275.00

Total Village Manager								1,093.78
Dept: Finance Department								
		101-201.000-802.000	Profession	SYLVESTER & COMPANY PAYROLL	0	6087	05/02/2011	908.00

Total Finance Department								908.00
Dept: Attorney								
		101-210.000-810.000	Attorney F	THOMAS STRINGER LEGAL SERVICE	0	05/02/11	05/02/2011	799.00
		101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC LEGAL SERVICES	0	1390778	05/03/2011	1,881.50

Total Attorney								2,680.50
Dept: Village Clerk								
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	05/02/11	05/02/2011	54.00
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	05/03/11	05/03/2011	49.50

Total Village Clerk								103.50
Dept: Village Treasurer								
		101-253.000-960.000	Education	GOVERNMENTAL & NONPROFIT ASSIS EXAMINATION FEE	0	05/02/11	05/02/2011	145.00

Total Village Treasurer								145.00
Dept: Buildings & Grounds								
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC OFFICE	0	1261146	05/02/2011	5.75
		101-265.000-920.000	Utilities	COMCAST OFFICE	0	05/02/11	05/02/2011	263.75
		101-265.000-935.001	Office Cle	GRISSOM JANITORIAL APRIL 2011	0	X142	05/02/2011	400.00
		101-265.000-962.000	Community	CHARLES VAN HECK REFUND	0	05/04/11	05/04/2011	50.00

Total Buildings & Grounds								719.50
Dept: Village Tree Program								
		101-285.000-803.000	Contracted	ARBOR CARE TREE SURGEONS TREE WORK	0	05/02/11	05/02/2011	625.00

Total Village Tree Program								625.00
Dept: Law Enforcement								
		101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	19972	05/04/2011	37,648.75

Total Law Enforcement								37,648.75
Dept: Fire Department								
		101-336.000-803.000	Contracted	DEXTER AREA FIRE DEPARTMENT QUARTERLY	0	05/02/11	05/02/2011	92,100.00

Total Fire Department								92,100.00
Dept: Planning Department								
		101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES PLANNING	0	2114-140	05/02/2011	160.00

INVOICE APPROVAL LIST BY FUND

Date: 05/04/2011
 Time: 12:30pm
 Page: 2

Village of Dexter

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund							
Dept: Planning Department							
	101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES MASTER PLAN	0	2114-141	05/02/2011	145.00
	101-400.000-861.000	Travel & M	ALLISON BISHOP MILEAGE	0	05/02/11	05/02/2011	35.19
	101-400.000-955.000	Miscellaneous	ARBOR DAY FOUNDATION STICKERS	0	05/02/11	05/02/2011	20.85
	101-400.000-955.000	Miscellaneous	SIGNS IN 1 DAY ARBOR DAY BANNER	0	20691	05/02/2011	47.00
Total Planning Department							408.04
Dept: Department of Public Works							
	101-441.000-740.000	Operating	DISPLAY SALES FLAGS	0	05/02/11	05/02/2011	526.00
	101-441.000-740.000	Operating	LESSORS WELDING SUPPLY RENTAL	0	05/02/11	05/02/2011	45.00
	101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY 05/03/11	0	05/03/11	05/03/2011	152.99
Total Department of Public Works							723.99
Dept: Downtown Public Works							
	101-442.000-740.000	Operating	GIGNAC & SONS, INC SERVICE CALL	0	05/02/11	05/02/2011	548.02
	101-442.000-740.000	Operating	MCNAUGHTON-MCKAY DPW	0	11374412-00	05/02/2011	361.02
	101-442.000-740.000	Operating	MCNAUGHTON-MCKAY DPW	0	11345025-00	05/02/2011	289.48
	101-442.000-802.000	Profession	L-N-J LANDSCAPING AND LAWCARE SPRING CLEAN UP	0	05/03/11	05/03/2011	1,125.00
Total Downtown Public Works							2,323.52
Dept: Parks & Recreation							
	101-751.000-731.000	Landscape	L-N-J LANDSCAPING AND LAWCARE COMMUNITY PARK	0	05/3/11	05/03/2011	2,129.00
	101-751.000-732.000	Ice Rink S	STO-COTE PRODUCTS, INC ICE RINK	0	134110	05/02/2011	830.03
	101-751.000-740.000	Operating	ALLISON BISHOP MILEAGE	0	05/02/11	05/02/2011	39.68
	101-751.000-944.000	Portable T	JOHN'S SANITATION PARKS	0	31076	05/02/2011	375.00
Total Parks & Recreation							3,373.71
Dept: Capital Improvements							
	101-901.000-975.011	Property A	COREX BUILDING INSPECTION LLC HOME INSPECTION	0	05/03/11	05/03/2011	275.00
Total Capital Improvements							275.00
Fund Total							144,976.98
Fund: Major Streets Fund							
Dept: Routine Maintenance							
	202-463.000-740.000	Operating	UNIQUE PAVING MATERIALS PAVING MATERIALS	0	212786	05/02/2011	807.50
Total Routine Maintenance							807.50
Dept: Traffic Services							
	202-474.000-740.000	Operating	DORNBOS SIGN & SAFTEY INC. SIGNS	0	53497	05/02/2011	208.21
Total Traffic Services							208.21
Fund Total							1,015.71
Fund: Local Streets Fund							
Dept: Traffic Services							
	203-474.000-740.000	Operating	DORNBOS SIGN & SAFTEY INC. SIGNS	0	53497	05/02/2011	208.20
Total Traffic Services							208.20

INVOICE APPROVAL LIST BY FUND

Date: 05/04/2011
 Time: 12:30pm
 Page: 3

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount	
			Abbrev	Invoice Description	Number	Number	Date		
Fund: Local Streets Fund									
								Fund Total	208.20
Fund: Equipment Replacement Fund									
Dept: Department of Public Works									
402-441.000-939.000	Vehicle Ma			BOULLION SALES	0		05/02/2011	55.99	
				MAINTENANCE		200296			
402-441.000-939.000	Vehicle Ma			BOULLION SALES	0		05/02/2011	2.25	
				MAINTENANCE		200318			
402-441.000-939.000	Vehicle Ma			PARTS PEDDLER AUTO SUPPLY	0		05/03/2011	112.64	
				05/03/11		05/03/11			
402-441.000-939.000	Vehicle Ma			MARK'S AUTO SERVICE, INC.	0		05/04/2011	15.00	
				TIRE REPAIR		30717			
								Total Department of Public Works	185.88
								Fund Total	185.88
Fund: Mill Creek Park Project Fund									
Dept: Capital Improvements									
405-901.000-830.000	Engineerin			WASHTENAW COUNTY SOIL EROSION	0		05/03/2011	65.00	
				MAINT INSP FEE		1000008-42511			
								Total Capital Improvements	65.00
								Fund Total	65.00
Fund: Sewer Enterprise Fund									
Dept: Administration									
590-248.000-811.000	Atty Misc			VARNUM, RIDDERING, SCHMIDT	0		05/03/2011	29.25	
				LEGAL SERVICES		843915			
590-248.000-811.000	Atty Misc			DYKEMA GOSSETT PLLC	0		05/03/2011	540.00	
				LEGAL SERVICES		1390778			
								Total Administration	569.25
Dept: Sewer Utilities Department									
590-548.000-740.000	Operating			CHAMPION WATER TREATMENT	0		05/02/2011	4.25	
				WWTP		05/02/11			
590-548.000-740.000	Operating			DEXTER MILL	0		05/02/2011	9.95	
				RAIN COAT		9339			
590-548.000-743.000	Chem Lab			CULLIGAN WATER CONDITIONING	0		05/02/2011	69.89	
				WWTP		07959187			
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES	0		05/02/2011	222.75	
				CHEMICALS		285861			
590-548.000-802.000	Profession			KENNEDY INDUSTRIES, INC.	0		05/02/2011	480.00	
				FIELD SERVICE		528927			
590-548.000-802.000	Profession			UIS PROGRAMMABLE SERVICES INC	0		05/02/2011	1,149.21	
				WWTP		530337405			
590-548.000-803.003	Sludge hau			DETROIT PUMP & MANUFACTURING	0		05/04/2011	60.55	
				DISCHARGE VALVE		1009068			
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC	0		05/02/2011	15.00	
				TESTING		65970			
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC	0		05/02/2011	50.00	
				TESTING		65971			
590-548.000-920.000	Utilities			DTE ENERGY	0		05/02/2011	146.00	
				3219 953 0001 9		05/02/11			
590-548.000-920.000	Utilities			COMCAST	0		05/03/2011	32.65	
				WWTP		05/03/11			
590-548.000-920.001	Telephones			AT&T	0		05/02/2011	105.95	
				426 4572		05/02/11			
590-548.000-937.000	Equip Main			CUMMINS BRIDGEWAY LLC	0		05/02/2011	607.98	
				WWTP		013-52467			
								Total Sewer Utilities Department	2,954.18
								Fund Total	3,523.43
Fund: Water Enterprise Fund									
Dept: Water Utilities Department									
591-556.000-802.000	Profession			WASHTENAW COUNTY SOIL EROSION	0		05/03/2011	65.00	
				MAINT INSP FEE		0900209-42511			

INVOICE APPROVAL LIST BY FUND

Date: 05/04/2011
 Time: 12:30pm
 Page: 4

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								
591-556.000-920.000			Utilities	CONCAST WWTP	0	05/03/11	05/03/2011	32.64
591-556.000-920.001			Telephones	AT&T 426 4572	0	05/02/11	05/02/2011	105.95
591-556.000-937.000			Equip Main	PARTS PEDDLER AUTO SUPPLY 05/03/11	0	05/03/11	05/03/2011	203.39
591-556.000-939.000			Vehicle Ma	SCHWALBACH'S AUTO CARE TIRES	0	5162	05/02/2011	331.95
Total Water Utilities Department								738.93
Fund Total								738.93
Grand Total								150,714.13

AGENDA 5-9-11
ITEM J-2



VILLAGE OF DEXTER-PARKS COMMISSION
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Date Received: 5/3/11

APPLICATION FOR PARK/FACILITY USE
AND RELEASE OF LIABILITY WAIVER

Applicant/Sponsoring Party DEXTER SENIOR CENTER Phone/Email _____

Primary Contact JIM CARSON Phone/Email 502-4257 / jcarson@aiscw.net

Secondary Contact KIM MARTINI Phone/Email 426-7737 / dexterseniocas@aol.com

Address (City, State, Zip) 7720 ANN ARBOR STR. DEXTER, MI 48130

Brief Description of the Event: ICE CREAM SOCIAL EVENT-

Day and hours for which the permit is desired, and rain date, if applicable:

SATURDAY, JUNE 4TH, 2011 10:00AM - 4:00PM

CHECK ALL THAT APPLY

Park Use Facility Use List the Facility MINUMENT PARK Road Closure Fire/Burning

FEES
CENTRAL STREET TO 5TH 6-4 7:00am Closes
6-4 5:00pm OPEN

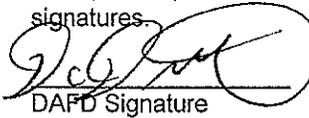
Residents – \$25/4 hours
Non Village Residents -\$150/4 hours, \$50 each additional hour,
*Exempt from Fee: Chamber, Non-profits (501(C)3), Community Events
Damage Deposit Required - \$200 for ALL users

THE FOLLOWING ACTIVITIES REQUIRE A PARKS/FACILITY USE PERMIT (check ALL that apply)

- Conduct exhibitions.
- Hold a parade.
- Display, or offer for sale, any article in any park or recreation area.
- Hold assembly involving 30 participants or more (exempts classroom activities).
- Construct or erect any building or structure of whatever kind, whether permanent or temporary or sell or give away from such tent, stand or other structure any food, drink, or other thing, or run or string any public service utility into, upon or across such lands.
- Distribute, deliver or place any bill, billboard, placard, banner, circular, or other advertisement.
- Furnish and/or consume any beer, wine, or other alcoholic beverage within the boundaries of any park or recreation area.
- Road Closure
- Fire Pit or other fire activities

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (includes administrative approval). It is recommended that contact be made with the Sheriff's Dept. and Fire Dept. immediately if road closures, contracts and authorizations will be necessary.
2. Contact the Washtenaw County Sheriff Department substation in Dexter (734) 426-0228 to evaluate the need for contracted officers for event, routes, times and fee. Provide copy of agreement/contract with WCSD. This can take up to 3 weeks, please plan accordingly.
3. Contact the Dexter Area Fire Department (734) 426-4500 to evaluate the need for contracted officers for event, routes, times and fee. Provide copy of agreement/contract with the DAFD and obtain approval signatures.


 DAFD Signature _____
 Date 5-2-11


 WCSD Signature _____
 Date 5-3-11

4. The Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction.
5. Council Notification Required for all special events, excluding general park or facility use requests. Request must be submitted a minimum of 2 weeks prior to scheduled event.
DATE OF COUNCIL APPROVAL/CONSENT: _____
6. General liability insurance in the amount of \$1,000,000 must be provided by all groups/organizations and must name the Village of Dexter as additionally insured. The insurance shall be provided for the day of the event only. Individuals issued permits for facility use shall check with their homeowners insurance policy to assure that coverage is provided for hosted events off site.
7. Hold harmless/indemnification waiver (below) must be signed and dated.
8. Signage – Council approval is required for all temporary signs advertising an event. Provide the Village with a road closure sign plan indicating where signs are required. The Village of Dexter has limited road closure signage therefore contracts may be required with a road sign company. Contact POCO-734-397-1677; or Spartan- 313-292-2488, if applicable.
9. A complete diagram/map/routes for events and road closures must include distances, schedule, etc.
10. Road Closures require that the applicant notify all residents/businesses affected by the closure. Notification must be completed a minimum of 2 weeks prior to the event. Please indicate on the permit the date in which notification will be completed. DATE COMPLETED: _____
11. Loading and Unloading is NOT permitted within parks and on the grass unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.
12. Application must note if there will be alcoholic beverage sales at your event. Additional liability insurance is required for events with alcohol sales and a copy of the insurance must be provided.
12. Waste Management – You are responsible for clean up after your event. Arrangements should be made with Waste Management for trash disposal: (800) 971-7490.
13. Provide information on the village services that will be requested, i.e. barricades, detour signs, etc.
14. Publication Methods – Please circle all that apply: (Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, ~~Banners~~, Others _____) **ALL**

TERMS OF USE

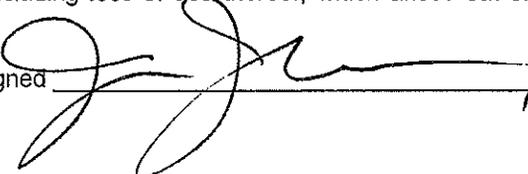
As a representative for and on behalf of the Sponsoring Party, the applicant acknowledges the following:

1. Sponsoring parties, that are individual residents, or commercial or non-profit enterprises with a State registered operating address within the Village of Dexter, are entitled to use the Village parks and assets of the parks at no charge. All other sponsoring parties will be charged non-resident fees at a *minimum* rate of \$150. This rate is a block rate and allows the Sponsoring Party a maximum of four contiguous hours of rental use. Additional hours may be requested and authorized at a rate of \$50 per hour.
2. If the Sponsoring Party is authorized to use a park gazebo or other designated facility or space, expect to have exclusive use of that gazebo, facility or designated space for the period defined in this permit.
3. The park, in which the authorized activity will be located, will continue to be open for use by the public during the period of the authorized activity and the authorized activity or use of the park will not unreasonably interfere with or detract from the general public's enjoyment of the park during the authorized hours of the event.
4. The authorized activity or use will not unreasonably interfere with the promotion of public health, welfare, safety and recreation consistent with Dexter's mission.
5. The authorized activity or use will not include or cause violence, crime or disorderly conduct on the part of any individual participating in the authorized event, activity, or use.
6. Village of Dexter parks and park facilities are valuable community assets and, as such, are to be treated with respect and care including, but not limited to, all structures, lighting, benches, and related physical assets. No modifications are to be made to any park or park asset without the express written consent of the Village of Dexter. Modifications include affixing anything to the gazebos. All natural areas, trees, boulders, and other landscaping, and memorials are to be protected from damage and not subject to wear and tear from either human or animal activity.
7. A \$200 damage deposit will be required for all events. The damage deposit is to assure that potential repair costs are covered, if applicable, and determined solely by the Village of Dexter. The deposit will be returned upon inspection of the facilities the following workday.
8. The Sponsoring Party agrees that all site clean-up is the responsibility of the Sponsoring Party and not the Village of Dexter.
9. To the best of the Sponsoring Party's ability, the authorized activity will not require or cause unanticipated or unauthorized expense by the Village of Dexter, its departments, units or services, or its community police operations. The Village of Dexter and/or its community police operation reserve the right to invoice the Sponsoring Party for additional costs incurred as a result of the authorized use specified in this application. It will be the responsibility of the Sponsoring Party to pay such costs. Such costs may be related but not limited to police services, damage to facilities, landscaping, sidewalks, grass, or other park assets, or post-activity area or facility clean-up.
10. Rental fees and damage deposits, if applicable, must be paid in full before the permit is granted.
11. The Sponsoring Party must provide a copy of the permit, if requested, at the event.

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Dexter Senior Center, the Sponsoring Party, 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 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, volunteer or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury or 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.

Date 5-3-11

Signed  PRESIDENT

FOR OFFICE USE ONLY

Approved/Denied on _____ By: _____
Title: _____

Approval Granted with the following conditions:

<input type="checkbox"/>	Village Resident (\$25)
<input type="checkbox"/>	Non-Village Resident (\$150)
<input type="checkbox"/>	Chamber (No Fee)
<input type="checkbox"/>	\$50 Additional Fee for Special Event Road Closure
<input type="checkbox"/>	Damage Deposit (ck# _____)
POSTED: _____	
FEE: _____ REC#: _____	

Thank you for supporting Dexter Parks and the Village of Dexter.

Please let us know how we can help by contacting the Village offices at 734-426-8303.

We encourage you to contact the Dexter Chamber of Commerce at 734-426-0887 if you are in need of catering or other commercial service assistance.

Dexter Senior Center Ice Cream Social

Saturday, June 4, 2011

Monument Park in Downtown Dexter

10am - 4pm



Craft Booths

Hay Rides in the Village

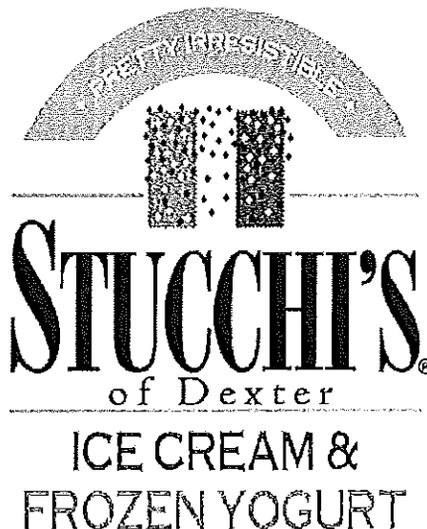
Live Entertainment

Pony Rides

Build your own Sundae

Much, Much more... come see for yourself

Proceeds benefit the Dexter Senior Center



RENEWAL DECLARATION * * EFFECTIVE 01/18/11

N 16

POLICY NUMBER	POLICY PERIOD		AGENCY	P
	FROM	TO		
CPP 8991324	01/18/11	01/18/12	0001955	00
NAMED INSURED AND ADDRESS			AGENCY	ACCT#648991324
DEXTER SENIOR CITIZENS INC			TEL. NO. 734-426-4714	
7714 ANN ARBOR ST			FINN'S JM&J INSURANCE AGY INC	
DEXTER MI 48130			3261 BROAD ST, SUITE 101	
			DEXTER, MI 48130	
INSURED SINCE: 11/1995			THIS POLICY IS BILLED BY THE COMPANY-I	

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT - PREMISES/OPERATIONS	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT, ANY ONE PERSON	\$5,000
DAMAGE TO PREMISES YOU RENT LIMIT	\$500,000
NON-OWNED AUTO LIABILITY	
EACH OCCURRENCE LIMIT	\$1,000,000
HIRED AUTO LIABILITY	
EACH OCCURRENCE LIMIT	\$1,000,000

TOTAL ADVANCE GENERAL LIABILITY COVERAGE PART PREMIUM:

INCL

FORMS AND ENDORSEMENTS:	CG 20 02 1185	CG 21 50 0989	CG 03 00 0196
	CG 21 62 0998	2-653 08/99	CG 20 12 0798
	2-565 08/99	PD 00 35 1101	2-677 03/91
	CG 20 26 0704	CG 24 26 0704	IL 00 21 0702
	CG 21 65 1204	CG 20 10 0704	CG 00 01 1204
	CG 00 67 0305	NOT1192 1109*	CG 01 68 1204
			IL 02 86 0702
			PD 02 12 0610N

AGENDA 5-9-11

ITEM L-1.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: May 9, 2011
Re: Property Purchase 8077 Forest Street

Several months ago it was brought to Council's attention that two properties on Forest Street near the old DAPCO Redevelopment Site on Broad Street were for sale. Council asked for additional research and discussed making offers in closed sessions. Both properties are listed as "Short Sales", which means the Bank holding the mortgage will make the final decision on the offer. The Downtown Development Authority was also informed of this opportunity. The DDA and the Village made the decision to pursue these properties due to their proximity to the DAPCO site. This acquisition will greatly enhance the redevelopment possibilities in this area.

It was discussed that the Village would cover the purchase price using Restricted Building Reserve Fund and the DDA would create a repayment plan to reimburse the Village.

The Bank has accepted the Village's offer of \$56,500 for 8077 Forest Street. The most recent transfer of the property was done in 2004 in the amount of \$160,000. The home was inspected on May 3rd and found to have structural, plumbing and electrical deficiencies. The Inspector estimated \$30,000 to bring these items to an acceptable standard for a rental property.

We have set a closing date of May 24, 2011. The closing documents are attached for your review as well as the Home Inspection Report.

I am requesting that Council make a motion that includes the following:

- 1) Authorize the Village Manager to complete the property purchase transaction. The final purchase price with closing costs is \$57,388.50.
- 2) Un-restrict \$58,000 from the Restricted Building Reserve Fund with the understanding that this is a loan and repayment made by the DDA will be placed back into the Restricted Building Reserve Fund.
- 3) Make the necessary budget amendment to place the \$58,000 in General Fund Expense line item - property acquisition 101.901.000.975.011.

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
101-901.000-975.011	Property Acquisition	Yes	Expenditure	- \$	- \$	58,000 \$	58,000
Reason for Amendments Purchase of 8077 Forest							

Approved by Council on May 9, 2011

Carol J. Jones, Village of Dexter Clerk

Total change in Revenue - increase / (decrease): \$ -
 Total change in Expenditures - increase / (decrease): \$ 58,000
 Change to Overall Budget's revenue over expenditures: \$ (58,000)
 General Fund Restricted Reserves - Building Reserve Fund Estimated 2010-2011 year end balance AFTER this amendment \$177,399

Source of Reserves, if applicable:



CISLO TITLE COMPANY

Title Insurance & Escrow Services

500 E. Eisenhower Parkway Suite 150 • Ann Arbor, MI 48108

Phone: (734) 663-4840 • Fax: (734) 663-4755

www.cislotitle.com

ATTENTION:

Keller Williams Realty-Kathy Toth

Kathy Toth
Keller Williams Realty-Kat Costello

PLEASE CONFIRM THE FOLLOWING INFORMATION WITH YOUR CLIENTS:

ESCROW OFFICER: Kathy Moeller
FILE NUMBER: 10-32538
DATE & TIME OF CLOSING: May 24, 2011 at TBD
LOCATION OF CLOSING: Cislo Title Company
PROPERTY ADDRESS: 8077 Forest St., Dexter, MI 48130
SELLER(S): Tracy Lynn Klein-Lambert and Kevin Lambert, wife and husband
PURCHASER(S): Village of Dexter and Assigns

THE FOLLOWING REQUIREMENTS MUST BE MET AT CLOSING:

Collect government issued identification from:

Tracy Lynn Klein-Lambert and Kevin Lambert

Village of Dexter and Assigns

Please carefully review all documents. If corrections are needed, please contact Kathy Moeller at Cislo Title Company prior to closing.



CISLO TITLE COMPANY
Title Insurance & Escrow Services

500 E. Eisenhower Parkway, Suite 150
Ann Arbor, MI 48108
Phone: (734) 663-4840 / Fax: (734) 663-4755

SELLER'S CLOSING STATEMENT
Final

Escrow Number: 10-32538
Escrow Officer: Kathy Moeller

Title Order Number: 10-32538
Date: 04/27/2011 - 2:51:30PM
Closing Date: 05/24/2011

Buyer/Borrower: Village of Dexter and Assigns
Seller: Tracy Lynn Klein-Lambert and Kevin Lambert
Property: 8077 Forest St., Dexter, MI 48130

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		56,500.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 1,086.94 per 1 year(s) 5/24/2011 to 12/01/2011		564.61
City Taxes @ 560.43 per 1 year(s) 5/24/2011 to 7/01/2011		57.60
City Taxes @ 713.04 per 1 year(s) 5/24/2011 to 7/01/2011		73.29
COMMISSION(S):		
Listing Broker: Ann Arbor Market Center, Inc.	1,977.50	
Selling Broker: Ann Arbor Market Center, Inc.	1,412.50	
TITLE CHARGES		
Owner's Premium for 56,500.00: Cislo Title Company	551.00	
Owner's Premium for 56,500.00: Cislo Title Company Work Fee	200.00	
Closing Fee: Cislo Title Company	200.00	
Wire Fee: Cislo Title Company	30.00	
County Revenue Stamps: Washtenaw County Register of Deeds	62.15	
State Transfer Tax: Washtenaw County Register of Deeds	423.75	
LOAN PAYOFF: Bank Of America		
Payoff	51,188.65	
Total Loan Payoff	51,188.65	
ADDITIONAL DISBURSEMENTS:		
UpFront Work Fee: Cislo Title Company POC \$300.00		
Water/Sewer Bill: Village Of Dexter		149.95
FHA Incentive To Tracy Lynn Klein-Lambert & Kevin L: Tracy Lynn Klein-Lambert And Keven Lambert		1,000.00
TOTALS	57,195.50	57,195.50

Tracy Lynn Klein-Lambert

Kevin Lambert

Listing Broker _____



CISLO TITLE COMPANY
Title Insurance & Escrow Services
 500 E. Eisenhower Parkway, Suite 150
 Ann Arbor, MI 48108
 Phone: (734) 663-4840 / Fax: (734) 663-4755

BUYER/BORROWER STATEMENT
 Final

Escrow Number: 10-32538
 Escrow Officer: Kathy Moeller

Title Order Number: 10-32538
 Date: 04/27/2011 - 2:51:37PM
 Closing Date: 05/24/2011

Buyer/Borrower: Village of Dexter and Assigns
 Seller: Tracy Lynn Klein-Lambert and Kevin Lambert
 Property: 8077 Forest St., Dexter, MI 48130

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	56,500.00	
Deposit held by: Ann Arbor Market Center, Inc.		1,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 1,086.94 per 1 year(s) 5/24/2011 to 12/01/2011	564.61	
City Taxes @ 560.43 per 1 year(s) 5/24/2011 to 7/01/2011	57.60	
City Taxes @ 713.04 per 1 year(s) 5/24/2011 to 7/01/2011	73.29	
TITLE CHARGES		
Recording Service Fee: Cislo Title Company	25.00	
County Deed Tax Certification Fee: Washtenaw County Treasurer	1.00	
Deed Recording Fee: Washtenaw County Register of Deeds	17.00	
ESCROW CHARGES TO: Cislo Title Company		
Closing Fee	150.00	
BALANCE DUE TO ESCROW		56,388.50
TOTALS	57,388.50	57,388.50

Village of Dexter and Assigns

 Donna Dettling, Manager

Listing Broker _____

WARRANTY DEED

File No.: 10-32538

THE GRANTOR, Tracy Lynn Klein-Lambert, formerly known as Tracy Lynn Klein and Kevin Lambert, wife and husband
whose address is: 8077 Forest St., Dexter, MI 48130
conveys and Warrants to Village of Dexter and Assigns
whose address is: 8140 Main St., Dexter, MI 48130

the following described premises situated in the Village of Dexter, County of Washtenaw, and State of Michigan, and particularly described as follows:

Commencing at the South quarter corner of Section 6, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan; thence Easterly 333.50 feet along the South line of said Section to the centerline of Baker Road; thence along the centerline of Baker Road North 00 degrees 03 minutes West 3092.42 feet; thence North 47 degrees 59 minutes West 788.93 feet along the Southwesterly line of Forest Street for a place of beginning; thence South 42 degrees 23 minutes West 198.0 feet along the Southeasterly line of Lot 4, Block 24 of the Original Plat of the Village of Dexter; thence North 47 degrees 59 minutes West 35.80 feet along the Southwesterly line of said lot; thence North 42 degrees 23 minute East 142.36 feet; thence North 47 degrees 59 minutes West 13.70 feet; thence North 42 degrees 23 minute East 55.64 feet; thence South 47 degrees 59 minutes East 49.50 feet along the Northeasterly line of said lot and the Southwesterly line of said Forest Street to the place of beginning, being a part of said Lot 4.

Tax Parcel No.: HD-08-06-280-024
Commonly known as: 8077 Forest St., Dexter, MI 48130

for the sum of FIFTY SIX THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$56,500.00)

The Grantor grants to the Grantee the right to make ^(All) ~~ZERO~~ divisions under section 108 of the land division act, Act 288 of the Public Act of 1967. *per attached addendum*

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations, use, building and other restrictions of record, if any.

Dated: May 24, 2011

Tracy Lynn Klein-Lambert

Kevin Lambert

STATE OF _____ }
Michigan }
COUNTY OF _____ }SS
}

On this the 24th of May, 2011, before me personally appeared Tracy Lynn Klein-Lambert, formerly known as Tracy Lynn Klein and Kevin Lambert, wife and husband to me known to be the person(s) described in and whom executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

_____, Notary Public,
_____ County, Michigan
Acting in _____
My Commission Expires:

Transfer Tax \$ 423.75 County Revenue Stamps \$ 62.15 Recording Fee \$ 17.00

Drafted by:
Kyle R. Riem Esq., 8137 Embury Rd. Unit 1, Grand Blanc, MI 48439

When recorded return to:
Village of Dexter and Assigns, 8077 Forest St., Dexter, MI 48130



WITH REFERENCE TO A CERTAIN CONTRACT dated 1-28-11 between

Seller: Tracy + Kevin Lambert

Purchaser: Village of Dexter

for the property commonly known as 8077 Forest
Dexter, MI 48330

CONTRACT IS AMENDED/SUPPLEMENTED AS FOLLOWS: _____

Buyer + Seller remove attorney approval
of the contract language subject to:

Seller will convey the right to make
"ALL" land divisions.

Donna Metling
Purchaser

5-2-11
Date

Tracy + Lambert
Seller

Date

Purchaser

Date

[Signature]
Seller

Date

AFFIDAVIT BY SELLER OR BORROWER

STATE OF Michigan }
COUNTY OF _____ }SS
}

File No.: 10-32538
Date: 5/24/2011

The undersigned is/are either the Seller(s) or the Borrower(s). The undersigned deposes, states and warrants as follows:

1. That Seller(s) or Borrower(s) is/are the owner(s) of real estate which is referred to in Commitment Number 10-32538 ()or which is described in Exhibit A attached hereto (the land).
2. That in the last six (6) months, the Seller(s) or Borrower(s) has not executed a mortgage home equity loan or a line of credit that encumbers the real estate listed in paragraph 1, except for the following (write "none" if none executed):

3. That, in the last six (6) months, the Seller(s) or Borrower(s) has not purchased or installed windows for the residence located on the real estate listed in paragraph 1, except for the following (write "none" if none purchased or installed):

4. That, in the last six (6) months, the Seller(s) or Borrower(s) has not contracted for any improvements or new construction to the real estate listed in paragraph 1, except for the following (write "none" if no contracts executed):

5. That in the last six (6) months, the Seller(s) or Borrower(s) has not received notice of and is not aware of any special assessments on the real estate, including but not limited to assessments for sidewalks, streets, sewers and water lines, except the following (write "none" if no assessments):

The Seller(s) or Borrower(s) agree to hold and its policy issuing agent harmless from any loss or claim arising because of title insurance protection provided a purchaser or lender in reliance in whole or in part on the completeness of the representations or attestations made herein.

Dated: May 24, 2011

Tracy Lynn Klein-Lambert

Kevin Lambert

AFFIDAVIT BY SELLER OR BORROWER - Continued

On this the 24th of May, 2011, before me personally appeared Tracy Lynn Klein-Lambert and Kevin Lambert, wife and husband to me known to be the person(s) described in and whom executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

_____, Notary Public,
_____ County, Michigan
Acting in _____
My Commission Expires:

Closing Date: 5/24/2011

Purchaser(s): Village of Dexter and Assigns

Order Number: 10-32538

Seller(s): Tracy Lynn Klein-Lambert and Kevin Lambert, wife and husband

Property Address: 8077 Forest St., Dexter, MI 48130

CLOSING AGREEMENT

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT, I/we Tracy Lynn Klein-Lambert and Kevin Lambert, wife and husband, as Seller(s), for valuable consideration, receipt of which is acknowledged, have bargained and sold and do grant and convey to Village of Dexter and Assigns, the Buyer(s) the following goods and chattels: Refrigerator, oven & disposal.

ACCEPTING PROPERTY/AS IS STATEMENT

Buyer(s) understand and acknowledge that they have inspected the property and that the Realtor(s) make no warranties as to the land and/or structure purchased or the condition thereon and that they agree to hold harmless the Realtor(s) and/or their agents from any liability concerning this matter. BUILDERS no warranties as to the land and/or structure purchased or the condition thereon and that they agree to hold harmless the Realtor(s) and/or their agents from any liability concerning this matter. BUILDERS WARRANTY per Michigan Statute regarding a warranty against defects in materials and workmanship will apply.

BUY AND SELL RESOLUTION

IT IS AGREED, between the Buyer(s) and Seller(s) of this property that all contingencies and addendum's to the offer to purchase have been met or are hereby resolved or removed to the satisfaction of the parties concerned. We agree to hold harmless the Realtor(s) and/or their agents from any liability concerning this matter.

SELLERS AFFIDAVIT

The undersigned Seller(s) represent and warrant to the Buyer(s), that I/we have no knowledge of any proceedings instituted or taken by anyone which would result in a lien or special assessment upon the premises. That I/we have no knowledge of any delinquent or unpaid taxes, special assessments, water bills, utility bills, furnished or financed insulation, or Homeowners Association fees covering subject property, except as follows:

Seller(s) further agree that in the event it is determined there are unpaid fees for any of the above specified items for amounts due and payable prior to and including the date of closing, and which are the responsibility and obligation of Seller(s), that Seller(s) shall pay any and all amounts as so charged as their obligation and responsibility during the time they had possession of said property, and shall provide proof of payment of same to listing and selling broker and Buyer(s) of said property.

Seller(s) have not undertaken, within the past three (3) months, to have any work performed or materials furnished to the premises, which would give rise to any claim of a mechanics lien against the premises or if there has been work performed or materials furnished, a Sworn Statement and Lien Waivers have been provided to the Title Insurance Company.

COMPLIANCE LANGUAGE

The undersigned Seller(s) acknowledge(s) that Cisto Title Company will rely on the information obtained on our behalf regarding the payoff of underlying mortgages, taxes and/or special assessments, association dues and other liens or encumbrances affecting the mortgaged property. We acknowledge that the payment of such liens or encumbrances is our responsibility and further agree that in the event the payments made on our behalf are insufficient to satisfy any such liens or encumbrances that we agree to immediately pay any amounts necessary to satisfy those liens or encumbrances and obtain discharges.

DISBURSEMENT AUTHORIZATION

The undersigned acknowledge that they have reviewed the attached HUD I Settlement Statement, certify the statement, acknowledge receipt of a true copy of same, authorizing all the disbursements as listed.

The foregoing closing agreements and authorizations are hereby accepted and approved on May 24, 2011.

PURCHASERS:

SELLERS:

Village of Dexter and Assigns

Donna Dettling, Village Manager

Tracy Lynn Klein-Lambert

Kevin Lambert

NON-ESCROW MUNICIPAL SEWER AND WATER AGREEMENT

STATE OF Michigan }
COUNTY OF _____ }SS }

File Number: 10-32538
Property Address: 8077 Forest St., Dexter, MI 48130

Cislo Title Company will not be holding any escrows for the final payment of Sewer and/or Water Bills and adjustments for Rent due to the Seller being unable to vacate the premises immediately following closing. The undersigned parties hereby acknowledge the following:

- 1. All Sewer and/or Water Bills will be paid to date of the seller vacating the property.
- 2. The result of non-payment of Sewer and/or Water Bills is a lien that can be placed on the property, and/or the water service being discontinued.
- 3. The undersigned Seller hereby agrees to pay the FINAL Sewer and/or Water Bills within 5 days after receipt of same.
- 4. Furthermore, the undersigned parties agree that all Rental adjustments will be made between the parties themselves, if Seller cannot vacate the property on the day of closing.

The undersigned parties agree to hold Cislo Title Company harmless for any claim or dispute that may arise regarding these matters.

Dated: May 24, 2011

Village of Dexter and Assigns

Tracy Lynn Klein-Lambert

Donna Dettling, Village Manager

Kevin Lambert

On this the 24th of May, 2011, before me personally appeared Tracy Lynn Klein-Lambert and Kevin Lambert and Donna Dettling, Village Manager of the Village of Dexter and Assigns to me known to be the person(s) described in and whom executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

_____, Notary Public,
_____ County, Michigan
Acting in _____
My Commission Expires:

SELLER'S FORWARDING ADDRESS

Re: **Tracy Lynn Klein-Lambert & Kevin Lambert**

8077 Forest St., Dexter, MI 48130

Please send any and all correspondence to the following address:

Phone number: _____

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct *taxable value*. It must be filed by the new owner with the *assessor for the city or township* where the property is located within **45 days** of the transfer. If it is not filed timely, a penalty of \$5/day (maximum \$200) applies. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 8077 Forest St., Dexter, MI 48130	2. County Washtenaw	4. Date of Transfer (or land contract was signed) May 24, 2011
3. City /Township/Village of Real Estate Scio	<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village	5. Purchase Price of Real Estate \$58,500.00
6. Property Identification Number (PIN). If you don't have a PIN, attach legal description. HD-08-06-280-024		PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.
7. Seller's (Transferor) Name Tracy Lynn Klein-Lambert and Kevin Lambert	8. Buyer's (Transferee) Name and Mailing Address Village of Dexter and Assigns 8077 Forest St. Dexter, MI 48130	
Items 9-13 are optional. However, by completing them you may avoid further correspondence.		
<u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See the back for a complete list.		
9. Type of <u>Transfer</u> <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
10. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. Amount of Down Payment	
12. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount Financed (Borrowed)	

EXEMPTIONS

The Michigan Constitution limits how much a property's *taxable value* can increase while it is owned by the same person. Once the property is transferred, the *taxable value* must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price (State Equalized Value). Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- transfer from one spouse to the other spouse
- change in ownership solely to exclude or include a spouse
- transfer of that portion of a property subject to a life lease or life estate (*until* the life lease or life estate expires)
- transfer to effect the foreclosure or forfeiture of real property
- transfer by redemption from a tax sale
- transfer into a trust where the settler or the settler's spouse conveys property to the trust and is also the sole beneficiary of the trust
- transfer resulting from a court order unless the order specifies a monetary payment
- transfer creating or ending a joint Tenancy if at least one person is an original owner of the property (or his/her spouse)
- transfer to establish or release a security interest (collateral)
- transfer of real estate through normal public trading of stocks
- transfer between entities under common control or among members of an affiliated group
- transfer resulting from transactions that qualify as a tax-free reorganization
- transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed
- transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- transfer of land with qualified conservation easement (land only – not improvements)
- other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Owner's Signature	Date	If signer is other than the owner, print name and title.
Daytime Phone Number		E-mail Address

Homeowner's Principal Residence Exemption Affidavit

Issued under authority of P.A. 105 of 2003.

Completion of this affidavit constitutes a claim for a Homeowner's Principal Residence Exemption when filed with the local assessor of the city or township where the property is located. Filing this affidavit invalidates any previous Homeowner's Principal Residence Exemption the homeowner may have claimed. A Request to Rescind Homeowner's Principal Residence Exemption, Form 2602 must be filed with the local assessor for any previous claims.

Print or type in blue or black ink. Use a separate form for each property number.

Property Information		
▶1. Property Tax Identification Number HD-08-06-280-024		▶2. ZIP Code 48130
▶3. Street Address of Property 8077 Forest St. Dexter, MI	4. Name of Township or City: Selo <input checked="" type="checkbox"/> Township <input type="checkbox"/> City	5. County Washtenaw

6. Date the property in line 1, above, became your principal residence ▶6. _____
 The property in number 1 above is my: ▶6a. Principal residence Month Day Year
 ▶6b. Residential vacant contiguous or adjacent lot

▶7. Name of Owner (First, Middle, Last) Village of Dexter and Assigs	▶8. Owner's Social Security Number
▶9. Name of Co-Owner (First, Middle, Last)	▶10. Co-Owner's Social Security Number

11. Property owner's daytime telephone number.....11. _____

12. If this parcel has more than one home on it, or if you own and live in one unit of a multiple-unit dwelling (or a multi-purpose property) give the percentage of the entire property that your unit (your principle residence) occupies. Your exemption will be based on this percentage▶12. _____ %

13. Have you claimed a principal residence exemption for another Michigan principal residence? 13. Yes No

14. If yes, have you rescinded that principal residence exemption?.....14. Yes No

15. Do you or your spouse claim an exemption, credit or deduction on property located in another state?15. Yes No

16. Have you or your spouse filed a tax return as a resident of another state?16. Yes No

Certification			
<i>I certify under penalty of perjury the information contained on this document is true and correct to the best of my knowledge.</i>			
17. Owner's Signature	Date 5/24/2011	17a. Co-Owner's Signature	Date 5/24/2011
17b. Mailing Address, if Different than Property Address Above 8077 Forest St. , Dexter, MI 48130			
18. Closing Agent or Preparer's Name and Mailing Address Cislo Title Company 500 E. Eisenhower Parkway Suite 150 Ann Arbor, MI 48108			

Local Government Use Only – Do Not Write Below This Line	
19. Was an exemption in place prior to this affidavit being filed?	19. _____
20. What is the first year this exemption will be posted to the tax rolls?.....▶20.	20. _____
21. Indicate property classification.....	21. _____



Request to Rescind Homeowner's Principal Residence Exemption

Issued under authority of Public Act 267 of 1994.

This form must be filed with the assessor for the city or township where the property is located.
Print or type in blue or black ink. Use a separate form for each property number.

Property Information		
▶1. Property Tax Identification Number HD-08-06-280-024		▶2. ZIP Code 48130
▶3. Street Address of Property 8077 Forest St., Dexter, MI 48130	4. Name of Township or City <input checked="" type="checkbox"/> Township Seco <input type="checkbox"/> City	5. County Washtenaw
▶6. Name of Owner (First, Middle, Last) Tracy Lynn Klein-Lambert		▶7. Owner's Social Security Number
▶8. Name of Co-Owner (First, Middle, Last) Kevin Lambert		▶9. Co-Owner's Social Security Number

10. Property owner's daytime phone number _____.

11. I am rescinding this property because (check appropriate box(es) below):	
a. I am no longer the owner of the property.	11a. <input type="checkbox"/>
b. I own the property, but I no longer occupy the property as my principal residence.	11b. <input type="checkbox"/>
c. I have converted the property to rental property.	11c. <input type="checkbox"/>
d. I have converted the property to commercial property.	11d. <input type="checkbox"/>
12. If the portion of the property in line 1 that you own and occupy as your principal residence has changed, enter the new percentage here	▶12. _____ %
13. Effective date of the change listed in either 11 or 12.....	▶13. _____ Month Day Year
14. This rescission applies to:	
a. Owner and Co-owner as listed in boxes 6 and 8 above.	14a. <input type="checkbox"/>
b. Owner only, as listed in box 6 above.	14b. <input type="checkbox"/>
c. Co-owner only, as listed in box 8 above.	14c. <input type="checkbox"/>
15a. New Owner's Name	15b. New Co-Owner's Name

Certification			
<i>I certify under penalty of perjury the information contained on this document is true and correct to the best of my knowledge.</i>			
16. Owner's Signature	Date	17. Co-Owner's Signature	Date
18. Mailing Address, if Different than Property Address Above			
19. Closing Agent or Preparer's Name and Mailing Address Cislo Title Company 500 E. Eisenhower Parkway Ann Arbor, MI 48108			

Local Government Use Only -- Do Not Write Below This Line	
What is the first year this change will be posted to the tax roll?	▶20. _____
Indicate property classification	21. _____

PROPERTY TRANSFER AFFIDAVIT/HOMESTEAD EXEMPTION RECEIPT

**Buyer: Village of Dexter and Assigns
Seller: Tracy Lynn Klein-Lambert and Kevin Lambert
Address: 8077 Forest St., Dexter, MI 48130**

The undersigned hereby acknowledge(s) receipt of the Property Transfer Affidavit (L-4260) together with instructions and the Michigan Department of Treasury Homeowner's Principal Residence Exemption Affidavit (2368).

The Property Transfer Affidavit form is required by Public Act 415 of 1994 and imposes obligations on the Purchasers/Transferees to file said form within 45 DAYS of the date of transfer.

The undersigned further acknowledges that Cisko Title Company is under no obligation to provide said forms, or file said forms on their behalf, however Cisko Title Company will forward said documents by first class mail on behalf of the purchaser.

The undersigned assumes all responsibility relative to compliance with the Act and, accordingly, holds Cisko Title Company harmless from and against any liability relative thereto.

DATE: May 24, 2011

Village of Dexter and Assigns

Donna Dettling, Village Manager

Error and Omissions Compliance Agreement
10-32538

STATE OF _____ }
Michigan }
COUNTY OF _____ }SS }

Escrow/Closing Agent: Cisko Title Company
Seller(s): Tracy Lynn Klein-Lambert and Kevin Lambert
Property Address: 8077 Forest St., Dexter, MI 48130

The undersigned, for the and in consideration of the above-referenced escrow/closing agent conducting the closing of this transaction agrees, if requested by escrow/closing agent to fully cooperate and adjust for clerical errors, any or all purchase and loan closing documentation if deemed necessary or desirable in the reasonable discretion of escrow/closing agent to enable to comply with all Federal, State, and Local Agency Regulation, Underwriters, and ALTA requirements.

The undersigned seller(s) agree(s) to comply with all above noted requests by the above-referenced escrow/closing agent upon notification of said requests. Purchaser(s)/borrower(s) understand and agree that time is of the essence and therefore agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees, late fees, additional interest, penalties, and marketing losses for failing to comply with correction requests in a reasonable time period.

Seller(s) agree to reimburse the above referenced escrow/closing agent for clerical errors that result in a fee, such as but not limited to; property taxes, special assessments, loan payoff(s), mortgage fee(s), recording fee(s), and settlement service fee(s).

Dated: May 24, 2011

Tracy Lynn Klein-Lambert

Kevin Lambert

On this the 24th of May, 2011, before me personally appeared Tracy Lynn Klein-Lambert and Kevin Lambert, wife and husband to me known to be the person(s) described in and whom executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

_____, Notary Public,
_____ County, Michigan
Acting in _____
My Commission Expires:

STATE OF _____ }
Michigan }
COUNTY OF _____ }SS

Escrow/Closing Agent: Cisló Title Company
Purchaser(s)/Borrower(s): Village of Dexter and Assigns
Property Address: 8077 Forest St., Dexter, MI 48130

The undersigned, for the and in consideration of the above-referenced escrow/closing agent conducting the closing of this transaction agrees, if requested by escrow/closing agent to fully cooperate and adjust for clerical errors, any or all purchase and loan closing documentation if deemed necessary or desirable in the reasonable discretion of escrow/closing agent to enable to comply with all Federal, State, and Local Agency Regulation, Underwriters, and ALTA requirements.

The undersigned purchaser(s)/borrower(s) agree(s) to comply with all above noted requests by the above-referenced escrow/closing agent upon notification of said requests. Purchaser(s)/borrower(s) understand and agree that time is of the essence and therefore agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees, late fees, additional interest, penalties, and marketing losses for failing to comply with correction requests in a reasonable time period.

Purchaser/borrower(s) agree to reimburse the above referenced escrow/closing agent for clerical errors that result in a fee, such as but not limited to; property taxes, special assessments, loan payoff(s), mortgage fee(s), recording fee(s), and settlement service fee(s).

Dated: May 24, 2011

Village of Dexter and Assigns

BY: Donna Dettling
ITS: Village Manager

BY:
ITS:

On this the 24th of May, 2011, before me personally appeared Donna Dettling, the Village Manager of the Village of Dexter and Assigns to me known to be the person(s) described in and whom executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

_____, Notary Public,
_____ County, Michigan
Acting in _____
My Commission Expires:

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II or a "not applicable" response to assurance (6), no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Co. No. _____ Off No. _____ Escrow No.: 10-32538

Part I. Seller Information

1. Name Tracy Lynn Klein-Lambert
2. Address or legal description (including city, state and ZIP code) of residence being sold or exchanged
8077 Forest St.
Dexter, MI 48130
3. Taxpayer Identification Number (TIN) _____

Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true, "false", or "not applicable" for assurance (6).

True False N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies:

The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">OR</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.
<p align="center">OR</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the principal residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |

Part III: Seller Certification

Under penalties of perjury, I certify that all of the above information is true as of the end of the day of the sale or exchange.

Signature of the Seller _____
Date

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transaction. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II or a "not applicable" response to assurance (6), no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Co. No. _____ Off No. _____ Escrow No.: 10-32538

Part I. Seller Information

1. Name Kevin Lambert
2. Address or legal description (including city, state and ZIP code) of residence being sold or exchanged
8077 Forest St.
Dexter, MI 48130
3. Taxpayer Identification Number (TIN) _____

Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true," "false", or "not applicable" for assurance (6).

True False N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
OR
I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.
OR
I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the principal residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |

Part III: Seller Certification

Under penalties of perjury, I certify that all of the above information is true as of the end of the day of the sale or exchange.

Signature of the Seller

Date

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print of type
See Specific Instructions on
page 2

Name Tracy Lynn Klein-Lambert	
Business name, if different from above.	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 8077 Forest St.	Requester's name and address (optional) Cislo Title Company 500 E. Eisenhower Parkway Suite 150 Ann Arbor, MI 48108
City, State, and ZIP Code Dexter, MI 48130	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social Security Number								
OR								
Employer Identification Number								

Note: If the account is more than one name, see the chart on page 2 guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
 3. I am a U.S. person (including a U.S. resident alien).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 2)

Sign Here	Signature of U.S. person	Date
------------------	---------------------------------	-------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use form W-9, only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued.)
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are for a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is a substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details) or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7.

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-828-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II - Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 1 The minor 2
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor trustee 1
4. a. The usual revocable savings trust (grantor is also trustee) b. So called trust account that is not legal or valid trust under state law	The actual owner 1
5. Sole proprietorship	The owner 3
6. Sole proprietorship	Give name and EIN of: The owner 3
7. A valid trust, estate or pension trust	Legal entity 4
8. Corporate	The corporation The organization
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The partnership The broker or nominee
10. Partnership	The partnership The broker or nominee
11. A broker or registered nominee	The public entity
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.	

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

4 List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print of type
See Specific Instructions on
page 2

Name Kevin Lambert	
Business name, if different from above.	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 8077 Forest St.	Requester's name and address (optional) Cisio Title Company 600 E. Eisenhower Parkway Suite 150 Ann Arbor, MI 48108
City, State, and ZIP Code Dexter, MI 48130	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social Security Number								
			+		+			
OR								
Employer Identification Number								
			+					

Note: If the account is more than one name, see the chart on page 2 guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
 3. I am a U.S. person (including a U.S. resident alien).
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See Instructions on page 2)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use form W-9, only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued.)
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are for a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is a substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details) or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

6. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7.

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-9.

Part II--Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 8109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 1 The minor 2
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor trustee 1
4. a. The usual revocable savings trust (grantor is also trustee) b. So called trust account that is not legal or valid trust under state law	The actual owner 1
5. Sole proprietorship	The owner 3
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner 3
7. A valid trust, estate or pension trust	Legal entity 4
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.	The public entity

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

4 List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Sales Contract Review
Pre-foreclosure Sale Program**

**U. S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No.2502-0464
(exp. 07/31/2009)

Public reporting burden for this collection of information is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 204 of the National Housing Act authorizes the Secretary to pay an insurance claim that bridges the gap between the fair market value proceeds from the HUD-approved third party sale of a property. The respondent s maybe lenders (mortgagee s), counselors and homeowners who are attempting to sell their properties prior to foreclosure. The Privacy Act of 1974 pledges assurances of confidentiality to respondents. HUD generally discloses this data only in response to a Freedom of Information request.

Mortgagee Contact Person: LaGay Winiker	Phone Number: 480-357-3233	Account/Control Number: 22712898	FHA Case Number: 2619294899703
Homeowner Name(s): Tracy L Klein Lambert & Kevin T Lambert		Property Address: 8077 Forest St. Dexter, MI 48130	
Homeowner Name(s):			

Date of Sales Contract: 01/11/2011	Date contract Received by Mortgagee: 04/14/2011	Sales Agent and Firm: Sara M. Hulge	Phone Number: shulge@cislottile.com	Sales Commission & Rate 3,390.00 6 %
Offered By: Village of Dexter & Assigns		Address:		
Listing Price: \$ 56,000.00	Price Offered: \$ 56,500.00	Appraised Value: \$ 56,000.00	88% of Appraised Value: \$ 49,280.00	Estimated Net Sales Proceeds: \$ 51,247.65

Mortgagee (or HUD) Review of the Sales Contract

The Sales Contract offered by the individuals listed above is:

- Accepted
- Rejected (List reasons below)

This Sales Contract is rejected for the following reasons(s):

LaGay Winiker

Date: 04/14/2011

Mortgagee Signature and Date

Form HUD-90051 (08/2003)
ref. Handbook 4330.1

Sales Contract Review Additional Information

Home Owner Name: Tracy L Klein Lambert &
Kevin T Lambert
Loan Number: 22712898

*****APPROVED*****

Purchase Price \$56,500.
Credits to Net \$162.72
Credits to Net \$591.78
FHA Incentive \$1,000.
Taxes \$62.15
Taxes \$423.75
Commission \$3,390.
Escrow/settle fee \$200.
Title Policy \$751.
Wire Fee \$30.
Misc Fee \$149.95 (Water Bill)
Net \$51,247.65

HUD has approved \$ 0.00 for buyers closing cost credit.

*** Please note, these funds cannot be used for any portion of the buyer's down payment, nor can it be used to pay for fees that HUD has deemed un-allowed. For example, third party negotiation fees, repairs or additional realtor costs. The final HUD that is submitted for approval must show both buyer and seller costs. If a fee is determined to be a non-allowed, you will be notified at that time, and final approval will be withheld until corrections have been made. ***

Please drop me an email if you have any questions,

Thanks & Best Regards,

LaGay Winiker

LOAN SERVICE SPECIALIST
FHA Negotiator

Bank of America



Bank of OpportunitySM

#4/1/11

Help | Forget me on this computer



Secured Message

Reply Reply All

From: Winiker, LaGay <lagay.winiker@bankofamerica.com>
To: shulge@cislottitle.com
Date: April 14, 2011 8:52:02 PM GMT+00:00
Subject: RE: Lambert
Attachments: Image001.gif Image004.png FALCON 4-6.pdf

I need a copy of the corp. papers for buyers. Must show the officers.

When you have a closing date I will need a HUD marked Final with the closing date on it. I will then issue the Final Demand for your closing.

Please review below for closing instructions:

This letter is to inform you that the purchase offer has been pre-approved based on the current information our office has received. The next step is to have the "final HUD" emailed to me from the title company no more than 5 business days prior to closing. Final HUD approval and closing instructions will be provided no sooner than 3 business days prior to the close of escrow.

Please be sure to include the homeowner's loan number and closing date in the subject line. (Make sure the buyer's closing instructions have been received by the title company prior to sending any HUD -estimated HUD's will not be reviewed) Once the HUD has been approved, your closing negotiator will issue the demand letter, wiring instructions and documents for the seller to sign at closing. These documents are sent directly to the closing agent ONLY.

Please be sure to read the attached document regarding how the FHA Seller incentive is to be shown on the final HUD.

If there are any requests that have been made to the HUD you have provided, please be sure they are reflected on the final HUD you send to your closing negotiator.

-E-Mail is the best way to send documents

Thank you,

LaGay Winiker
Short Sale DIL Specialist II-FHA
Short Sale Department
Bank of America Home Loans
Phone #480-457-3233
Fax: 904-312-6415
lagay.winiker@bankofamerica.com



HOMEOWNER: For questions regarding an FHA/VA Short Sale or Deed in Lieu please call 1-866-880-1232
If you do not receive a response within two (2) business days, please contact my manager, Richard Powell @ 480-457-3657 or
rpowell@bankofamerica.com

"This an attempt to collect a debt. Any Information collected may be used for that purpose."

Please visit <http://homeloanhelp.bankofamerica.com/> for homeowner education and information on Bank of America's Loan Assistance solutions, including Short Sale and Deed in Lieu of Foreclosure.

Please put the loan # on the body on EVERY e-mail. I cannot look up the file without it.

I will be your closing negotiator. 3-5 days prior to closing e-mail me the final hud-1. Please put "FINAL HUD-1 FOR CLOSING 00/00/2010" in the subject line with your target closing date.

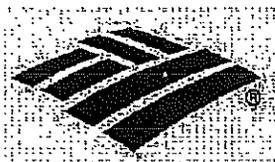
This message w/attachments (message) is intended solely for the use of the intended recipient(s) and may contain information that is privileged, confidential or proprietary. If you are not an intended recipient, please notify the sender, and then please delete and destroy all copies and attachments, and be advised that any review or dissemination of, or the taking of any action in reliance on, the information contained in or attached to this message is prohibited.

Unless specifically indicated, this message is not an offer to sell or a solicitation of any investment products or other financial product or service, an official confirmation of any transaction, or an official statement of Sender. Subject to applicable law, Sender may intercept, monitor, review and retain e-communications (EC) traveling through its networks/systems and may produce any such EC to regulators, law enforcement, in litigation and as required by law.

The laws of the country of each sender/recipient may impact the handling of EC, and EC may be archived, supervised and produced in countries other than the country in which you are located. This message cannot be guaranteed to be secure or free of errors or viruses.

References to "Sender" are references to any subsidiary of Bank of America Corporation. Securities and Insurance Products: * Are Not FDIC Insured * Are Not Bank Guaranteed * May Lose Value * Are Not a Bank Deposit * Are Not a Condition to Any Banking Service or Activity * Are Not Insured by Any Federal Government Agency. Attachments that are part of this EC may have additional important disclosures and disclaimers, which you should read. This message is subject to terms available at the following link:

<http://www.bankofamerica.com/emaildisclaimer>. By messaging with Sender you consent to the foregoing.



Bank of Opportunity

To: Sara M. Huige

Email: shuige@cislottitle.com

Today's Date: 04/14/2011

Loan Number: 22712898

Property Address: 8077 Forest St.
Dexter, MI 48130

FHA Case Number: 2619294899703

Bank of America
1515 W. 14th Street
Tempe, AZ 85281

This letter is to inform you that the sales contract has been accepted based on the current information our office has received. The next step is to have the "Final HUD-1" approved no more than 5 business days prior to the scheduled closing. Final HUD approval and closing instructions will be provided at that time.

******IF YOU CLOSE WITHOUT FINAL HUD APPROVAL, THE FUNDS WILL BE RETURNED******

- Make sure the buyer's closing instructions have been received by the title company prior to sending any HUD-1. Estimated HUD's will not be reviewed.
- Once the HUD-1 has been approved, we will issue the demand letter, wiring instructions and documents for the Seller to sign at closing. These documents are sent directly to the closing agent ONLY.

****Approved Final HUD-1 and amount of funds received from wire must match****

-E-Mail is the best way to send documents-

- Please be sure to include the homeowner's loan number on all correspondence.-

Thank you,

LaGay Winiker

1104



ANN ARBOR AREA BOARD OF REALTORS®



SALES CONTRACT • Page 1 of 4

Listing Office Kellen Williams
Telephone _____ Fax _____
Listing Agent Kathy Totah / K. Totah
Telephone _____ Fax _____
Email kathy@kathytotah.com

Selling Office Kellen Williams Ann Arbor
Telephone 734-995-9400 Fax _____
Selling Agent Kathy Totah
Telephone _____ Fax _____
Email Kathy@kathytotah.com

RE: THE PROPERTY KNOWN AS 8077 Forest St Dexter 48130
(Street) (City) (Zip Code)

THIS CONTRACT is dated 11/24/11 between

SELLER: LAMBERT
Address: _____ and

PURCHASER: VILLAGE OF DEXTER AND ASSIGNS
Address: 8140 Main St Dexter, MI 48130

Seller agrees to sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property situated in the City Twp of Dexter County of Washtenaw, Michigan, as identified above.

LEGAL DESCRIPTION: HD 08 06 250 024 and will be completely described in the title insurance commitment.

SALE PRICE: FIFTY SIX THOUSAND FIVE HUNDRED Dollars (\$ 56,500.00)

EARNEST MONEY: One Thousand Dollars (\$ 1,000.00)

Purchaser's earnest money will be deposited in the escrow account of Selling Broker, or Title Company, within two (2) banking days after Broker has received notice that an offer to purchase is accepted by all parties, until closing, at which time it will be credited to Purchaser. If this offer is not accepted, the earnest money will be returned in full to Purchaser. EM DUPOUX SELLERS bank final acceptance

FINANCING: Mortgage (see page 3) Land Contract (see Land Contract Addendum) Cash Other _____

FUNDS: Purchaser will pay the balance of the sale price, together with closing costs and escrow deposits, in collected funds at the time of closing. Purchaser is responsible for the performance of Purchaser's lender. Failure of the Purchaser's lender to have funds available for disbursement at the time of the scheduled closing may result in Purchaser's default.

OTHER CONDITIONS: This offer is contingent upon seller's closing of 8077 Forest Dexter, MI as offer has been made on this neighboring house.

INCLUSIONS: This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window treatments and hardware, wall-to-wall carpeting, attached shelving, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given, namely: refrigerator, oven, disposal.

EXCLUSIONS: _____

PURCHASERS' INITIALS AB SELLERS' INITIALS KW KT



ANN ARBOR AREA BOARD OF REALTORS®



SALES CONTRACT • Page 2 of 4

RE: THE PROPERTY KNOWN AS 8077 FOREST (Street) DEETER (City) 48138 (Zip Code)

PROPERTY CONDITION: Seller represents that all equipment and improvements are in working condition, except _____

Unless otherwise agreed in writing, Seller will deliver and Purchaser will accept the property in the same "as-is" condition it was in at the time the offer was made. Until possession is delivered, Seller agrees to maintain heating, well, septic, plumbing, electrical system, appliances, and other equipment in normal working order; to keep the roof watertight; to maintain the grounds; and to keep all utility services operating. If the property has been winterized, Seller will de-winterize it prior to closing. Seller will remove trash and debris from the property and leave it in broom-clean condition.

Both parties agree that neither party has relied on any representation of broker or broker's agents concerning the fitness and condition of the property. Broker and agents assume no responsibility for the condition of the property or for the performance of the contract by any or all parties.

PURCHASER DOES DOES NOT ACKNOWLEDGE RECEIPT OF THE SELLER'S DISCLOSURE STATEMENT. PURCHASER ACKNOWLEDGES HAVING BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION OF THE PROPERTY.

ASSESSMENTS: All assessments (municipal, association, or otherwise) that have been assessed on the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property, assessed after the date of closing, will be paid by Purchaser.

Seller has no knowledge of any pending assessments or benefit charges that have not been disclosed in writing to Purchaser.

BENEFIT CHARGES: Any benefit charges against the property made by any government authority and/or utility company for installation of, and/or tap-in fees for, utility services, water, sanitary sewer, storm sewer, gas, electric, telephone, and/or cable lines for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Taxes, rents, insurance, interest and association fees, where applicable, are to be prorated as of the date of closing on a 30-day-month, 360-day-year basis. Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. Seller represents that if Seller acquired title after January 1, 1995, Seller has filed, in a timely manner, all required transfer affidavits disclosing the sale price to the local assessor. Listing broker or title company will retain from Seller \$ 200 to be applied to final billing for municipal utility charges. Any balance remaining will be remitted to Seller and any balance due will be paid by Seller. Purchaser shall reimburse seller for fuel oil or propane left in tank, verified by fuel company prior to closing.

WALK-THROUGH: Purchaser has the right to walk through the property within forty-eight hours prior to closing.

CLOSING: Purchase to be closed by 30 days from seller's bank appraisal

POSSESSION: Possession to be given at closing Occupancy Addendum attached.

CASUALTY LOSS: Seller retains the risk of loss by fire, windstorm or otherwise until delivery of deed/land contract.

FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required, by warranty deed current Washtenaw County Bar Association form of land contract or _____, a marketable title to the property. Seller will pay transfer taxes when title passes. Any condominium/cooperative transfer fee/association fee will be paid by Seller Purchaser. If the property is neither a condominium unit nor a platted lot, Seller will convey the right to make 0 land divisions.

TITLE INSURANCE: Seller will provide an owner's policy of title insurance with without standard exceptions, at no additional premium cost to Seller or Purchaser. Any special exception imposed by the Title Company will be subject to Purchaser's approval. Monetary encumbrances not assumed by Purchaser will be paid by Seller by closing. Purchaser will provide any mortgage report required. Seller Purchaser will provide any stake survey required by the Title Company.

BINDING CONTRACT AND ASSIGNMENT: This contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign this contract without Seller's prior written permission. Unless modified or waived in writing, all covenants, warranties and representations contained herein will survive the closing.

FAX AUTHORITY: Offers, acceptances and notices required by this contract delivered by Facsimile/FAX will be binding.

PURCHASERS' INITIALS DD SELLERS' INITIALS lot Ka



ANN ARBOR AREA BOARD OF REALTORS®



SALES CONTRACT • Page 3 of 4

RE: THE PROPERTY KNOWN AS 8077 Forest St Dexter 48130
(Street) (City) (Zip Code)

THIS CONTRACT IS CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED. ALL CONTINGENCIES WILL BE REMOVED IN WRITING. Seller grants permission to do any inspections or tests checked below. If any additional Earnest Money Deposit (EMD) is required at the removal of any contingency, the contingency will not be considered removed until the additional EMD is paid. If any contingency is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is removed, either party may void the contract by written notice to the other at which time, in the absence of any dispute between the Seller and Purchaser, the earnest money will be returned in full to Purchaser. If a dispute then exists between the Seller and Purchaser, Seller and Purchaser agree that the Selling Broker shall not release the EMD without the written consent of both parties. Only checked items apply.

FINANCING TERMS: This contract is contingent upon Purchaser qualifying for and obtaining a mortgage commitment as designated below for which Purchaser agrees to apply within _____ business days and pursue in good faith upon acceptance of this contract.

THIS FINANCING CONTINGENCY IS TO BE REMOVED BY _____.

CONVENTIONAL FHA VA Loan commitment in the amount of (_____ % or \$ _____).
FHA OR VA ADDENDUM MUST BE ATTACHED.

A pest inspection is required for all FHA and VA loans. Under VA regulations, pest inspections and certain other closing costs must be paid by Seller.

PRE-APPROVAL: Purchaser to provide letter of pre-approval from lender, satisfactory to seller. This contingency to be removed by _____.

OTHER _____.

CONTRACTOR'S INSPECTION: A contractor's inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by 7 business days from seller's bank acceptance.

RADON TEST: A radon test of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by 7 business days from seller's bank acceptance.

LEAD-BASED PAINT INSPECTION: Federal regulations require that Purchaser will have a 10-day opportunity (or other mutually agreed upon period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on residential housing built before January 1, 1978. CHOOSE ONE OF THE FOLLOWING:

A lead-based paint and/or lead-based paint hazard inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by 7 business days from seller's bank acceptance.

Purchaser hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

PEST INSPECTION: An inspection of the property at the expense of Seller Purchaser by a pest-inspector, resulting in a report satisfactory to Purchaser regarding the presence of any wood-destroying insect infestation or any resulting damage. This contingency is to be removed by 7 business days from seller's bank acceptance.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

ATTORNEY APPROVAL:

Approval of contract by Seller's attorney within 5 business days from date of acceptance of this contract.

Approval of contract by Purchaser's attorney within 5 business days from date of acceptance of this contract.

Approval of a current commitment for title insurance by Purchaser's attorney. This contingency is to be removed within 5 business days from its receipt by Purchaser. Removal of this contingency will be subject to any substantive revisions to the title commitment and to a mortgage report/stake survey, if any, showing no objectionable encroachments.

Approval of condominium/association documents by Purchaser's attorney within _____ business days of receipt by Purchaser. Documents to be provided by Seller at Seller's expense within _____ business days of acceptance of this contract.

WELL AND SEPTIC:

Seller will provide Purchaser with a copy of all evaluation reports and approvals required by local governmental authority within _____ business days. This offer is contingent upon Purchaser's approval within _____ business days of receipt.

A well and septic inspection of the property at the expense of the Seller Purchaser by a qualified inspector, resulting in a report satisfactory to Purchaser. This contingency is to be removed by _____.

PURCHASERS' INITIALS ND SELLERS' INITIALS JK

SALES CONTRACT • Page 4 of 4
ANN ARBOR AREA BOARD OF REALTORS®



RE: THE PROPERTY KNOWN AS 2077 FOREST DEXTER 48120
(Street) (City) (Zip Code)

- SALE OF PURCHASER'S PROPERTY:** Check items that pertain to the sale of Purchaser's property located at _____
 - Obtaining a signed sales contract on Purchaser's property by _____
 - Obtaining a non-contingent signed sales contract on Purchaser's property by _____
 - Closing on the sale of Purchaser's property by _____

After Purchaser has removed all of the contingencies regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property. Purchaser agrees to list said property with a REALTOR® within _____ business days from the date of acceptance of this contract.

- LIMITED TIME CLAUSE:** This property is not being taken off the market by this contract. If a back-up contract is accepted on this property prior to the removal of all contingencies regarding the sale of Purchaser's property, Purchaser will have _____ hours business days from receipt of Seller's written notification to Purchaser, or Purchaser's representative, to remove all of the contingencies regarding the sale of Purchaser's property and provide written verification from lender that Purchaser does not need to sell Purchaser's property in order to obtain financing for this property. If these requirements are not met, this contract becomes void, and the back-up contract becomes primary.

OTHER: _____

- PRIVATE ROAD:** The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body. Seller will provide Purchaser with either a copy of a private road maintenance agreement or written confirmation that such an agreement does not exist. This contract is contingent upon Purchaser's approval within _____ business days of receipt of one of the above.

- BACK-UP CONTRACT:** This contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Purchaser of written notification. Seller agrees to notify Purchaser in writing within 48 hours of dissolution of the first contract. Purchaser may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

DEFAULT: If Purchaser defaults, Seller may elect to claim the earnest money as liquidated damages. If either Seller or Purchaser defaults, the damaged party may pursue legal remedies. **TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.**

DISPUTE RESOLUTION: The Michigan Association of REALTORS® and the American Arbitration Association have established an arbitration service for resolving disputes arising from real estate transactions. Seller and Purchaser have been advised that the MAR/AAA Dispute Resolution Agreement exists. This program is one of several alternatives for resolving disputes.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Purchaser: Dona Wetling Date: 1/28/2011 Seller: [Signature] Date: _____
Date: _____ Date: _____

ACCEPTANCE DATE: Seller Purchaser accepts this counter offer as written.
Date: _____



CISLO TITLE COMPANY
Title Insurance & Escrow Services
 500 E. Eisenhower Parkway, Suite 150
 Ann Arbor, MI 48108
 Phone: (734) 663-4840 / Fax: (734) 663-4755

INVOICE

BILL TO	
Keller Williams Realty 2144 S. State Street Ann Arbor MI 48104 ATTN: Kathy Toth Ref #:	100.36.1

DATE	INVOICE #
4/12/2011	48968

ORDER INFORMATION	
Buyer/Seller:	Village of Dexter and Assigns/Klein-Lambert, Tracy Lynn
Escrow #:	10-32538 Title#: 10-32538
Closing Date:	6/15/2011
Property:	8077 Forest St. Dexter MI 48130
Parcel #'s:	HD-08-08-280-024

Date	Description	Liability	Charge
4/12/2011	Owner's Premium	\$56,500.00	\$551.00
4/12/2011	Owner's Premium Work Fee	\$56,500.00	\$200.00
		Balance:	\$751.00

Office Copy - Original

ALTA COMMITMENT
SCHEDULE A

Commitment No.: 10-32538
Revision No.: 2

1. Effective Date: March 3, 2011 at 8:00 am
2. Policy or Policies to be issued:
(a) ALTA Owner's Policy with EAGLE Protection Added Policy Amount \$ 56,500.00

Proposed Insured:

Village of Dexter and Assigns
3. *Fee Simple* interest in the land described in this Commitment is owned, at the Commitment Date, by:

Tracy Lynn Klein and Kevin Lambert, as joint tenants with full rights of survivorship
4. The *land* referred to in this Commitment, situated in the Village of Dexter, County of Washtenaw, State of Michigan, is described as follows:

Commencing at the South quarter corner of Section 6, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan; thence Easterly 333.50 feet along the South line of said Section to the centerline of Baker Road; thence along the centerline of Baker Road North 00 degrees 03 minutes West 3092.42 feet; thence North 47 degrees 59 minutes West 788.93 feet along the Southwesterly line of Forest Street for a place of beginning; thence South 42 degrees 23 minutes West 198.0 feet along the Southeasterly line of Lot 4, Block 24 of the Original Plat of the Village of Dexter; thence North 47 degrees 59 minutes West 35.80 feet along the Southwesterly line of said lot; thence North 42 degrees 23 minute East 142.36 feet; thence North 47 degrees 59 minutes West 13.70 feet; thence North 42 degrees 23 minute East 55.64 feet; thence South 47 degrees 59 minutes East 49.50 feet along the Northeasterly line of said lot and the Southwesterly line of said Forest Street to the place of beginning, being a part of said Lot 4.

End of Schedule A



CISLO TITLE COMPANY
Title Insurance & Escrow Services

500 E. Eisenhower Parkway Suite 150 • Ann Arbor, MI 48108
Phone: (734) 663-4840 • Fax: (734) 663-4755

Agent for

First American Title Insurance Company

Examined by: Benjamin L Watson
Typed by: Benjamin L Watson

SCHEDULE B - SECTION I
REQUIREMENTS

Commitment No.: 10-32538
Revision No.: 2

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:
1. Submit "Affidavit by Seller or Borrower" (Residential Property) or "Affidavit by Owner" (Commercial Property), Form No. 47.019.0-023. Additional requirements may be made or exceptions taken for matters disclosed therein.
 2. The ALTA Owner's Policy has been requested to be issued without exceptions 1, 2, 3 and 4. Submit an ALTA/ACSM certified survey, or a non-current ALTA/ACSM survey with an "Affidavit by Owner - Supplement to Survey". Additional requirements may be made or exceptions taken for matters disclosed therein.
 3. Warranty Deed from Kevin Lambert and Tracy Lynn Klein-Lambert, formerly known as Tracy Lynn Klein, husband and wife to recited purchaser. *record at close*
 4. Discharge of the mortgage executed by Tracy L. Klein-Lambert, also known as Tracy Lynn Klein-Lambert, formerly known as Tracy Lynn Klein and Kevin T. Lambert, also known as Kevin Lambert, wife and husband to Mortgage Electronic Registration Systems, Inc., as nominee for Mac-Clair Mortgage Corporation dated February 12, 2008 and recorded March 13, 2008 in Liber 4672, Page 246, in the original amount of \$172,636.00. The mortgagee's interest is now held by BAC Home Loans Servicing, L.P. *pay short sale at close*
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- (e) Pay unpaid taxes and assessments unless shown as paid:

2010 Village Taxes in the amount of \$713.04 are Paid.
2010 Summer Taxes in the amount of \$560.43 are Paid.
2010 Winter Taxes in the amount of \$1,086.94 are Paid.

Tax Parcel Identification: HD-08-06-280-024

Property Address: 8077 Forest St., Dexter, MI 48130

End of Schedule B-I

**SCHEDULE B - SECTION II
EXCEPTIONS**

Commitment No.: 10-32538
Revision No.: 2

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
4. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and Assessments not due and payable at Commitment Date.
6. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
7. Terms, conditions and provisions contained in the Order regarding Regulation of Private Water Wells as recorded in Liber 4405, Page 688.
8. Taxes and assessments which become due and payable after the Date of Commitment, including taxes and assessments which may be added to the tax rolls or tax bill after the date of Commitment as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption.

End of Schedule B-II

Purpose of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Cislo Title Company and its affiliates.

Types of Information

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

Use of Information

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

8140 Main Street
Dexter, MI 48130
(734) 426-8303 x 5
msherry@villageofdexter.org

AGENDA 5-9-11

ITEM 6-2

**Village of Dexter
Treasurer/Finance
Director's Office**

Memo

To: Village Council
From: Marie Sherry, Treasurer/Finance Director
CC:
Date: 4/28/2011
Re: Fiscal Year 2010/2011 Audit

I would like to request that Council approve a one year extension to our audit agreement with Post, Smythe Lutz and Ziel LLC to perform the Village and the DDA's Fiscal Year 2010/2011 audit. The cost will be the same as for the Fiscal Year 2009/2010 Audit, which was \$1,500 for the DDA and \$11,500 for the Village. In addition, they will perform the required federal single audit for a cost not to exceed \$5,000.

I would also like to negotiate a multiple-year contract with them, starting with the Fiscal Year 2011/2012 audit, in lieu of going out for bids. If Council approves of this strategy, we can do another three year agreement with an optional two year extension.

5 Year Review of Audit Charges

	6/30/2006	6/30/2007	6/30/2008	6/30/2009	6/30/2010
Village Audit	10,500	11,000	11,000	11,500	11,500
Single Audit					5,000
DDA Audit	-	-	1,500	1,500	1,500
16 month period	2,290	-	-	-	-
	<u>12,790</u>	<u>11,000</u>	<u>12,500</u>	<u>13,000</u>	<u>18,000</u>

Note: no other extra fees charged to the Village over the last 5 years.

AGENDA 5-9-11

ITEM

L-3

cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: May 3, 2011
Re: Drinking Water Revolving Fund Loan – Notice of Intent

The next step in the process of securing the 2011 loan for the water main replacement project through the Drinking Water Revolving Fund is consideration of the notice of intent. The purpose of the notice of intent is to begin the required 45 day referendum period, which gives Village residents the option of collecting petition signatures to require that the bond sale be approved by the voters.

Once the referendum period ends, the next step will be consideration of the bond authorizing resolution which will be on an agenda in late July/early August.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

THOMAS D. COLIS
TEL (313) 496-7677
FAX (313) 496-8450
E-MAIL colis@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing
Saginaw • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Toronto • Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wrocław

April 18, 2011

Donna Dettling
Village Manager
Village of Dexter
8140 Main Street
Dexter MI 48130-1092

Re: Village of Dexter – 2011 Water Supply System Revenue Bonds (DWRF Project)

Dear Donna:

Pursuant to our recent conversation regarding the proposed bond issue for the water supply system improvements, I have prepared a RESOLUTION AUTHORIZING NOTICE OF INTENT AND DECLARING INTENT TO REIMBURSE for consideration by the Village Council at its May 9, 2011 meeting and enclose herewith to you and to each person listed below a copy of the Resolution for their review. If the Resolution is found to be in proper order, it should be adopted at the May 9, 2011 meeting.

Assuming the Resolution is adopted, the notice which appears on pages 2 and 3 of the Resolution must be published as a ¼-page display advertisement in *The Dexter Leader*. I would appreciate receiving at least three (3) certified copies of the Resolution along with an Affidavit of Publication of the Notice of Intent from *The Dexter Leader* as soon as possible after publication.

I trust the foregoing is in proper order but should you have any questions or comments concerning the same, please give me a call.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Thomas D. Colis

Enclosure

cc: Courtney Nichols
Christine Cale
Tom Traciak

18,999,027.1\022911-00025

**RESOLUTION AUTHORIZING NOTICE OF INTENT AND
DECLARING INTENT TO REIMBURSE**

VILLAGE OF DEXTER
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 9th day of May, 2011, at 7:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Village of Dexter, County of Washtenaw, State of Michigan (the "Village") intends to issue and sell bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water system, including water main replacements, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor (the "Project"); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 33 of Act 94, Public Acts of Michigan, 1933, as amended; and

WHEREAS, the Village intends at this time to state its intentions to be reimbursed from proceeds of the bonds for any expenditures undertaken by the Village for the Project prior to issuance of said bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in *The Dexter Leader*, a newspaper of general circulation in the Village.
2. Said notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the following form, as the same may be modified or amended by the Village Manager or the Village Clerk upon the advice of the Village's bond counsel, provided that the principal amount of bonds may not be increased without the approval of the Council:

**NOTICE TO TAXPAYERS AND ELECTORS OF THE
VILLAGE OF DEXTER, COUNTY OF WASHTENAW, MICHIGAN,
AND THE USERS OF THE VILLAGE'S WATER SUPPLY SYSTEM
OF INTENT TO ISSUE BONDS AND THE
RIGHT OF REFERENDUM RELATING THERETO**

PLEASE TAKE NOTICE that the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000), in one or more series for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water supply system, including water main replacements, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor, to serve the users of the system.

SAID BONDS will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the Village from the operations of said water supply system, unless the Village Council determines to sell the bonds to the Michigan Finance Authority and to secondarily pledge revenue sharing to be received by the Village and/or the limited tax full faith and credit of the Village. Said revenues will consist of rates and charges that may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

**ALTERNATE SOURCE OF PAYMENTS IN THE EVENT BONDS
ARE ADDITIONALLY SECURED BY THE LIMITED TAX
FULL FAITH AND CREDIT OF THE VILLAGE**

IN THE EVENT THAT THE VILLAGE COUNCIL DEEMS IT DESIRABLE TO SELL SAID BONDS TO THE MICHIGAN FINANCE AUTHORITY, THE VILLAGE MAY PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE VILLAGE DERIVED FROM IMPOSITION OF TAXES BY THE STATE AND RETURNED OR TO BE RETURNED TO THE VILLAGE AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the State Constitution. The Village may enter into an agreement providing for the payment of taxes, which taxes are collected by the State and returned to the Village as provided by law, to the Authority or a trustee, and such funds may be pledged for the payment of the bonds.

IN ADDITION TO THE FOREGOING, IN CASE OF INSUFFICIENCY OF SAID REVENUES, OR IN CERTAIN OTHER CIRCUMSTANCES IN WHICH THE VILLAGE MAY PLEDGE AS ADDITIONAL SECURITY FOR THE BONDS THE LIMITED TAX FULL FAITH AND CREDIT OF THE VILLAGE, THE PRINCIPAL OF AND INTEREST ON THE BONDS MAY BE PAYABLE FROM THE GENERAL FUNDS OF THE VILLAGE OR, IF NECESSARY, FROM AD VALOREM TAXES LEVIED UPON ALL TAXABLE PROPERTY IN THE VILLAGE, SUBJECT TO APPLICABLE STATUTORY AND CONSTITUTIONAL TAX RATE LIMITATIONS.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE VILLAGE IS FILED WITH THE VILLAGE CLERK OF THE VILLAGE, 8140 MAIN STREET, DEXTER, MICHIGAN 48130, WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE VILLAGE VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

Carol Jones, Village Clerk
Village of Dexter

3. The Council does hereby determine that the foregoing form of notice of intent to issue said bonds and the manner of publication directed is the method best calculated to give notice to the Village's taxpayers and electors of the Council's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The Village makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Village reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Village.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring, constructing, and equipping the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$1,300,000.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Carol Jones, Village Clerk
Village of Dexter

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on May 9, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol Jones, Village Clerk
Village of Dexter

18,998,760.1\022911-00025



AGENDA 5-9-11
ITEM L-4.

Protecting the river since 1965

1100 N. Main Street Suite 210
Ann Arbor, MI 48104
(734) 769-5123
www.hrwc.org

March 28, 2011

Shawn Keough
President
Village of Dexter
8140 Main St.
Dexter, MI 48130

RE: 2011-12 Contracts for the Middle Huron Partnership and Stormwater Advisory Group

Dear Mr. Keough:

For the past fifteen years, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partnership to address stormwater and other pollution sources to the Huron River system. The Middle Huron Partnership has been the forum for watershed partners to work together to successfully meet state and federal requirements to reduce pollution in the middle Huron River and its tributaries. For most of this time, the effort has been funded by the partners themselves who see the value in working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the General Watershed Permit for Stormwater (Phase I and II) issued by the Michigan Department of Environmental Quality (DEQ). HRWC is now providing services for both efforts. These services include preparation of group deliverable products, development and implementation of monitoring and education programs, and group representation in discussions with the DEQ. A two-year work plan (see enclosed) covering the calendar years 2011 and 2012 was developed and approved by partner representatives. Ongoing support from the partners is essential if we are to continue pollution reduction efforts to the Huron River and its tributaries, such as Mill, Boyden, Honey, Malletts, Allens, Traver, Fleming, Swift and Miller creeks.

In order to fulfill these services, I am requesting the financial support of the Village in the amount of \$3,853 for services to be performed over the **two-year** period. Other partner organizations also are being asked to contribute to the Initiative (see enclosed budget allocation). Included you will find a contract to support these services and an invoice for your organization's allocation. The invoice may be for a proportional quarterly or annual amount, if that was requested.

Please review and sign both copies of the enclosed service agreement and return one copy to me (the other is for your records). We would appreciate prompt payment on the invoice so that we may continue to provide services without delay.

If you have any questions or concerns, please contact me directly or your designated representative. Thank you for your past support, as well as your efforts to improve Huron River water quality.

Yours truly,

A handwritten signature in black ink, appearing to read "Ric Lawson", with a long horizontal flourish extending to the right.

Ric Lawson
Middle Huron Program and SAG Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

enclosures

Copy: Ms. Donna Dettling, Village Manager
Mr. Paul Cousins, Trustee

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

Agreement is made this twenty-fourth of March, 2011 by the Village of Dexter (Village), 8140 Main St., Dexter, MI 48130, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership and Stormwater Advisory Group Work Plan).

ARTICLE II – COMPENSATION

For services provided, the Village will pay the Council three thousand eight hundred fifty three dollars and zero cents (\$3,853).

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Village and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Village.

ARTICLE IV – TERM

This contract begins on January 1, 2011 and ends on December 31, 2012.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Village for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Village and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the Village and Council, their successors and assigns. Neither the Village nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Village funds not disbursed at that time will be returned by the Council to the Village.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Village against such liability

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Village and the Council will be incorporated into this contract by written amendments signed by both parties.

Village of Dexter

HURON RIVER WATERSHED COUNCIL

By: _____
Shawn Keough (date)
President

By: _____
Laura Rubin, (date)
Executive Director



Huron
River
Watershed
Council

Protecting the river since 1965

1100 N. Main Street Suite 210
Ann Arbor, MI 48104
(734) 769-5123
www.hrwc.org

TO: Middle Huron Initiative Partners and
Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: 2011-12 Work Plan and Budget
DATE: January 31, 2011

HRWC is currently providing services to Middle Huron communities for two projects with similar missions: the Middle Huron Initiative Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes, and the Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations. At previous meetings, the groups agreed to combine meetings and work towards a merger, since the 2008 stormwater permit included provisions to address TMDLs. While the 2008 permit has been removed by the Michigan Department of Natural Resources and Environment (DNRE), the communities have all submitted Storm Water Pollution Prevention Initiatives (SWPPIs), which remain in effect. The current contracts and budgets for both initiatives expired at the end of calendar year 2010, thus a new work plan is needed for 2011-2012.

The proposed work plan below includes tasks to address both initiatives for two years. Since a few organizations are members in only one group, I have identified the project associated with each task. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the Cooperative Agreement for the MHI Partnership and Phase I or II. This proposed work plan begins January 1, 2011 and ends December 31, 2012.

Tasks for both groups:

Task 1: Coordinate and facilitate meetings of the SAG and Partnership
Description: The groups generally meet on a quarterly basis. HRWC will prepare communications for quarterly meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers.
Hours: 160
Cost: \$9,600
Rationale: Meetings are required for SAG and necessary for planning overall.

Task 2: Prepare program reports
Description: Several reports are needed between the two programs. HRWC will compile information, write and design two Annual Summary Reports (2010 and 2011) for the Partnership, and summaries of watershed progress for SAG member SWPPI reports (2011 and 2012). All reports will be published and distributed through the HRWC website.
Hours: 180
Cost: \$10,800
Rationale: Annual reports are a commitment in the Cooperative Agreement for the Partnership and required for the stormwater permit. They also provide the basis for measuring and reporting progress.

Task 3: Conduct monitoring of Middle Huron tributaries

Description: Continue monitoring and stormwater investigation for the 2011 and 2012 field seasons (April to Sept) following the program's Quality Assurance Project Plan, including the following steps: measure stream discharge (Q) at 10 long-term monitoring sites during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; obtain and maintain equipment; train field crew; deliver water samples to lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results to Partners at semi-annual meetings; and disseminate monitoring reports to members and post on HRWC website.

Grab samples will be taken at each of the study sites twice monthly. Additional samples will be taken during extreme wet weather events, when feasible. Parameters to be measured are Total Phosphorus, Total Suspended Solids, Nitrate, Nitrite, E. coli, Dissolved Oxygen, conductivity, pH, and temperature. Water samples will be collected and analyzed in a lab according to US EPA accepted procedures (City of Ann Arbor WTP).

Hours: 600

Cost: \$36,000

Equip. Cost: \$2,000 maintenance of existing monitoring equipment and purchase of new equipment, as needed.

Rationale: The TMDL Implementation grant covers time and effort for coordination and collection of monitoring data through 2011. Only hours required for 2012 and to match the grant in 2011 are included. Monitoring is required by both programs to help determine hot spots and assess progress.

Task 4: Update and revise the Watershed Management Plan (WMP)

Description: The Middle Huron WMP is due to be revised to comply with SWPPI commitments. TMDL Implementation Plans are being developed under grant (hours not included in this work plan) that will be integrated into the WMP. Included in these are the point and non-point source Reduction Implementation Plans (RIP), which are Partnership commitments. HRWC will work with all stakeholders and the DNRE to engage a public process to revise the WMP to meet requirements, and will finalize and submit to MDNRE all necessary documentation.

Hours: 150

Cost: \$9,000

Rationale: An updated WMP is needed to meet SWPPI commitments. The RIP documents are commitments under the Cooperative Agreement.

Task 5: Develop project proposals for implementation projects

Description: HRWC will seek out funding opportunities and draft and submit 2-3 project proposals that are consistent with WMP and other priorities on behalf of member municipalities. If fewer proposals are submitted, funds will be held over for the following work plan.

Hours: 120

Cost: \$7,200

Rationale: Successful proposals will leverage the group budget, keep overall costs down and provide on-the-ground projects to achieve group goals.

**Middle Huron Partnership and SAG
Proposed Cost Allocation
HRWC 2011-12 Work Plan**

Total Budget \$ 209,877
Partnership \$ 39,971
SAG \$ 169,906

Community Name	Total Area (acres)	Total Population	% Total Watershed Population	% Total Watershed Area	Partnership Point-Source Assessment	Partnership NPS Assessment	Total Partnership Assessment	SAG Assessment	Total 2-year Assessment
Ann Arbor	17,490	109,346	52.8	16.9	\$ 3,997	\$ 6,331	\$ 10,328	\$ 54,647	\$ 64,975
Ann Arbor Twp	11,398	4,882	2.4	11.0	\$ -	\$ 1,187	\$ 1,187	\$ -	\$ 1,187
Barton Hills		323	0.2	0.0	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Belleville	746	4,400	0.9	0.3	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Chelsea	1,487	5,002	2.4	1.4	\$ 1,599	\$ 320	\$ 1,919	\$ -	\$ 1,919
Dexter	931	3,525	1.7	0.9	\$ 1,599	\$ 206	\$ 1,805	\$ 2,048	\$ 3,853
Dexter Twp	21,174	6,633	1.0	6.2	\$ -	\$ 621	\$ 621	\$ -	\$ 621
Loch Alpine			0.0	0.0	\$ 799	\$ -	\$ 799	\$ -	\$ 799
Lodi Twp	22,070	5,872	0.6	4.8	\$ -	\$ 468	\$ 468	\$ -	\$ 468
Northfield Twp	23,470	9,351	0.4	2.0	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Pittsfield Twp	17,870	37,224	2.8	2.7	\$ -	\$ 473	\$ 473	\$ 4,342	\$ 4,815
Scio Twp	21,187	16,261	7.9	20.5	\$ -	\$ 2,562	\$ 2,562	\$ -	\$ 2,562
Superior Twp	22,734	13,548	3.6	12.1	\$ -	\$ 1,398	\$ 1,398	\$ -	\$ 1,398
Van Buren Twp	23,084	27,377	4.3	7.3	\$ -	\$ 1,033	\$ 1,033	\$ -	\$ 1,033
Webster Twp	22,941	6,672	0.5	3.6	\$ -	\$ 341	\$ 341	\$ -	\$ 341
Ypsilanti	3,027	19,419	8.6	2.7	\$ -	\$ 995	\$ 995	\$ 8,825	\$ 9,820
Ypsilanti Twp	20,187	53,037	9.9	7.6	\$ -	\$ 1,568	\$ 1,568	\$ 13,745	\$ 15,313
Community Subtotal	229,796	322,872	100	100	\$ 7,994	\$ 18,404	\$ 25,397	\$ 83,607	\$ 110,004
WCWRC					\$ -	\$ 4,535	\$ 4,535	\$ 39,227	\$ 43,762
WCRC					\$ -	\$ 4,535	\$ 4,535	\$ 39,227	\$ 43,762
Ann Arbor Schools					\$ -	\$ 881	\$ 881	\$ 7,845	\$ 8,726
University of Michigan					\$ -	\$ 3,622	\$ 3,622	\$ -	\$ 3,622
Totals					\$ 7,994	\$ 31,977	\$ 39,970	\$ 169,906	\$ 209,876

Data sources:
 Population estimates were provided by SEMCOG in July 2010 and are based on the 2000 US Census
 Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council