

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL MEETING  
Monday, September 26, 2011**

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

**DEXTER SENIOR CENTER – 7720 ANN ARBOR ST.**

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

**B. ROLL CALL: President Keough**

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

**C. APPROVAL OF THE MINUTES**

1. Work Session Notes – September 12, 2011
2. Regular Council Meeting – September 12, 2011

**Page # 1-8**

**D. PRE-ARRANGED PARTICIPATION:**

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

Tom Covert – Edison Street Sidewalk

**E. APPROVAL OF AGENDA:**

**F. PUBLIC HEARINGS**

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

**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.*

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

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

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. Partners for Transit Newsletter
4. Wellhead Protection Grant Notification
5. Introduction to Transportation Asset Management Class Notification

**Page # 9-22**

**I. REPORTS:**

1. Washtenaw County Sheriff's Office – Sgt. Gieske
  
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.
  - Gateway Initiative**
  - 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

**Page # 23-26**

3. Subcommittee Reports
  - Old DAPCO Site Redevelopment Team
  - Downtown Fire Detection
  - Economic Preparedness
  - Facilities
  - Website**

4. Village Manager Report

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5. President's Report

**Page # 61-62**

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**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: \$ 148,062.43

**Page # 63-70**

2. Consideration of: Temporary Closure of portions of Dexter Ann Arbor Road and Baker Road from 1:30 p.m. to 2:30 p.m. for the Homecoming Parade on September 30, 2011

**Page # 71-74**

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

1. Consideration of: Edison Street Sidewalk

**Previous Motions:**

Motion Carson, Second Tell to place the Edison Street sidewalk one foot off a hypothetical sixty foot right-of-way line on the side of the street impacted by the water main project

Amendment by Semifero to allow residents on Edison to opt out of having a sidewalk placed in the right-of-way - Amendment not considered due to lack of a second

Amendment by Semifero, Seconded by Fisher to place the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on the side of the street impacted by the water main project.

Motion by Semifero, Seconded by Fisher to postpone discussion of the Edison Street sidewalk until exhibits can be created that show the placement of the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on both sides of the street.

Ayes: Fisher, Semifero, Cousins, Keough

Nays: Tell, Carson, Smith

Motion carries

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2. Discussion of: Cityhood Next Steps

**Page # 83-104**

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

1. Consideration of: Entering into a Contract with the Washtenaw County Road Commission for \$10,000 to Design and Bid the Cedars of Dexter Sidewalk Connection Project

**Page # 105-110**

2. Discussion of: Sludge Storage Project/S2 Grant Application

**Page # 111-154**

3. Consideration of: Scope of Services from Orchard, Hiltz, & McCliment for \$172,500 for Design Services for the Sludge Storage Project

**Page # 155-162**

4. Consideration of: Resolution in Support of Submitting an S2 Grant Application

**Page # 163-166**

5. Consideration of: Contract with Testing Engineers and Consultants (TEC) in the amount of \$8461 for Materials Testing Services for the Water Main Replacement Project

**Page # 167-184**

6. Consideration of: Scope of Services from Orchard, Hiltz & McCliment for \$18,300 to complete the Design of the Main Street Resurfacing Project

**Page # 185-188**

7. Consideration of: Additional Design Services from Orchard, Hiltz & McCliment in the amount of \$14,700 for the Central Street Project

**Page # 189-194**

8. Consideration of: Appointment of David Read as the North Middle Representative to the Countywide Transit Authority Board

**Page # 195-196**

**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. ADJOURNMENT**



DEXTER VILLAGE COUNCIL  
WORK SESSION  
MONDAY, SEPTEMBER 12, 2011

**A. CALL TO ORDER**

The meeting was called to order at 6:10 p.m. by President Keough at the Dexter Senior Center, 7720 Ann Arbor Street

**B. ROLL CALL:** President Keough

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

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Tom Ryan, Special Counsel to the Village; Rhett Gronevelt of Orchard, Hiltz & McCliment; residents and media.

**C. Discussion of Current Status of Cityhood**

Tom Ryan gave an overview of the last Boundary Commission meeting where the petition was found insufficient. The reasons listed by the Boundary Commission include their opinion that if the Village made a deal on some properties they should be held in place going forward and that if the petition isn't found insufficient it will likely be challenged in circuit court. The Commission went against the advice of their staff and the Office of the Attorney General in making their decision. Mr. Ryan does not feel that these reasons were sufficient to find the petition legally insufficient.

Paul Bishop of the Dexter Area Historical Society explained his opinion that because the Attorney General used the logic that the 425 Agreement would be null and void once the Village becomes a City, an opinion Village/Township/Boundary Commissioners disagreed with, it rendered the whole Attorney General Opinion suspect.

The Village's possible next steps include:

- Attending the September 15 Boundary Commission meeting to request that they reconsider their decision
- If the "findings of fact" are officially approved on September 15 the Village has 60 days to appeal the decision to circuit court
- Village is also pursuing the release of the Attorney General Opinion which is covered under attorney/client privilege

Discussion was held regarding meeting with Webster Township and the Dexter Area Historical Society.

Sue Betz of 3592 Cushing Court asked whether a budget has been set for the cityhood process and stated that she didn't feel the process was a good use of her tax dollars.

Council will add a directive that staff and the attorney should attend the Boundary Commission meeting to ask for the decision to be reconsidered.

The next steps will be determined at a future Council meeting.

**F. ADJOURNMENT**

Adjourned at 7:15 p.m.

Respectfully submitted,

Courtney Nicholls  
Assistant Village Manager

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

**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, SEPTEMBER 12, 2011**

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

The meeting was called to order at 7:30 p.m. 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

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Rhett Gronewelt of Orchard, Hiltz & McCliment; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – August 22, 2011

Motion by Smith, Second by Carson to approve the minutes of the Regular Council Meeting of August 22, 2011

Unanimous voice vote for approval.

**D. PRE-ARRANGED PARTICIPATION**

President Keough explained to the residents that placing a sidewalk along Edison in conjunction with the water main project was first discussed by Council during budget work sessions in May and June before being included in the 11-12 budget passed in July. He apologized on behalf of the Village that the information about the placement of the sidewalk was not communicated to the residents sooner.

Tom Covert, 3550 Edison, gave a presentation on behalf of himself and his neighbors regarding their suggestion for the location of the sidewalk within the right-of-way. The suggestion was for the sidewalk to be placed 10-12 feet from the edge of the roadway.

**E. APPROVAL OF THE AGENDA**

Motion by Cousins, Second by Semifero to approve the agenda with the addition of item L-4: Consideration of Presentation to Boundary Commission and L-5: Consideration of Edison Street Sidewalk.

Unanimous voice vote for approval

## **F. PUBLIC HEARINGS**

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

None

## **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.*

Sue Sherrill: 3435 Edison – Does not feel that a sidewalk is necessary, does not want the responsibility of shoveling snow, would prefer money be spent on repairing the road instead, adding a sidewalk will remove the nuance of the small town and encourage parking in the right-of-way

Debra McHugh: 3545 Edison – Using the 99 foot right-of-way as the standard is outdated, she wouldn't be able to park vehicles in her driveway, the sidewalk would be unattractive in her front lawn and the proximity of the sidewalk to the house would be a safety concern

Sally Doucette: 7849 Second – Consistency is needed so that residents will know where future sidewalks in front of their homes will be placed, is in favor of sidewalks due to the danger of walking in the road

Jim Sherrill: 3435 Edison – Was disappointed that although information on the water main project was provided timely, information on the sidewalk was not, is concerned about the maintenance/replacement cost of the sidewalk (President Keough explained that the Village pays for sidewalk replacement), requested that the Village do more to encourage walkability by compelling residents to shovel their snow

## **G. COMMUNICATIONS**

1. Upcoming Meeting List
2. Sign Calendar
3. August Citation Report
4. Mast Road Bridge Update
5. Scio Township Newsletter

## **H. REPORTS**

1. Community Development Manager – Allison Bishop

Mrs. Bishop submits her report as provided in the packet. Mrs. Bishop gave the following verbal updates, a) Planning Commission will have a work session prior to their next meeting on the Master Plan, b) DAPCO, MedHub and Connexions Church site plans/PUD Amendments will be before Planning Commission in October, c) Dexter

Crossing is in discussions with Salvation Army to take over space in the shopping center, d) many snow shoveling compliance letters are sent each winter and residents are getting better at shoveling in a timely manner, e) Facility Dude software will be used for work flow management for various departments and is free the first year and \$1800 each year after

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

None

3. Subcommittee Reports

The Website Committee interviewed 6 respondents to the request for proposals. The next step is asking follow-up questions, checking references and reviewing websites the companies have created.

4. Village Manager Report

Mrs. Dettling submits her report as provided in the packet. Mrs. Dettling gave the following verbal updates: a) apologized to the Edison Street residents for not communicating information on the sidewalk in a timely fashion and explained her recommendation in the report that the sidewalk be placed one foot off a hypothetical 60 foot right of way line and then around any trees or grade issues, b) Utility Committee met and discussed applying for an S2 Grant from the State of Michigan to cover the cost of planning and design for the sludge storage project at the Wastewater Treatment Plant, Rhett Gronewelt of Orchard, Hiltz & McCliment provided an update on the timeline for the application, will be an action item on the September 26<sup>th</sup> agenda, c) the Westridge water main has been drilled and is in the process of being tested, should be active by Friday, d) Trustee's Fisher/Smith commented that they had met with residents of the Cedars of Dexter and they do not believe they will use a sidewalk connection to Westridge, Trustee Cousins explained he has heard the opposite opinion and feels that Village residents may also want to use the sidewalk to walk to the Cedars/Gordon Hall

Jack Davidson: 3434 Edison – Believes that Edison Street needs a sidewalk, does not want to lose the ability to park a car in his driveway, has a paver driveway that would be impacted by a sidewalk on his side of the road

5. Village President Report

President Keough submits his report as provided in the packet. President Keough gave the following verbal updates: a) attended the CEO meeting where a proposed Road Commission millage was discussed, b) meeting with Blackhawk Development has been rescheduled again to September 19, c) attending an Economic Gardening class in Lansing, d) solicited questions on the proposed Interlocal Agreement from the Regional Fire Committee, hopes it will be ready for formal Council review in October, e) North Middle Representative Selection Committee met and appointment of the representative

will be on the September 26 agenda, f) attended the Dexter Area Historical Society meeting

**I. CONSENT AGENDA**

1. Consideration of: Bills & Payroll in the amount of \$358,367.66
2. Consideration of: Closure of Central Street for Apple Daze on Saturday, October 1 from 7 a.m. to 6 p.m.

Motion by Fisher, Second by Smith to approve items 1 & 2 of the consent agenda.

Unanimous voice vote for approval

**J. OLD BUSINESS**

None

**K. NEW BUSINESS**

1. Consideration of: Composting Contract with the Breuninger's

Motion by Carson, Second by Fisher to approve the composting contract with the Breuninger's for \$4500 per year.

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

Nays: None

Motion carries

2. Consideration of: Support for Bus Service to Metropolitan Detroit Airport

Motion by Tell, Second by Smith to send a letter of support for the Ann Arbor Transportation Authority to provide bus service to Metropolitan Detroit Airport.

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

Nays: None

Motion carries

3. Consideration of: 2011 Sidewalk Program Bid Award to Gary Koch Construction

Motion by Smith, Second by Fisher to award the 2011 Sidewalk Program Bid to Gary Koch Construction in an amount not to exceed \$20,000.

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

Nays: None

Motion carries

4. Consideration of: Presentation to Boundary Commission

Motion by Cousins, Second by Tell to instruct staff and Tom Ryan, Special Counsel, to attend the September 15 State Boundary Commission meeting to ask for reconsideration of their decision to deny legal sufficiency to the Village's cityhood petition.

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

Nays: Smith

Motion carries

5. Consideration of: Edison Street Sidewalk

Motion Carson, Second Tell to place the Edison Street sidewalk one foot off a hypothetical sixty foot right-of-way line on the side of the street impacted by the water main project

Amendment by Semifero to allow residents on Edison to opt out of having a sidewalk placed in the right-of-way - Amendment not considered due to lack of a second

Amendment by Semifero, Seconded by Fisher to place the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on the side of the street impacted by the water main project.

Motion by Semifero, Seconded by Fisher to postpone action on the Edison Street sidewalk until exhibits can be created that show the placement of the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on both sides of the street.

Ayes: Fisher, Semifero, Cousins, Keough

Nays: Tell, Carson, Smith

Motion carries

**L. COUNCIL COMMENTS**

Cousins Suds on the River will be held this Thursday, he and two other Arts, Culture & Heritage Committee members will be attending the Arts Alliance Convergence, this will be the final week of horseshoes - \$1700 has been donated to Hospice

Semifero None

Fisher Thanks to residents for attending the meeting, feel free to contact her, who will be administering the funds for the Gateway Project?

Smith None

Tell None

Carson None

**M. NON-ARRANGED PARTICIPATION**

None

**N. ADJOURNMENT**

Motion by Smith, Second by Fisher to adjourn at 10:29 p.m.

Unanimous voice vote for approval

Respectfully submitted,

Courtney Nicholls  
Assistant Village Manager

Approved for Filing:

## 2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Washtenaw County Board of Commissioners	9/21/2011	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Webster Township Planning	9/21/2011	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw Area Transportation Study-Policy	9/21/2011	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Dexter Village Council	9/26/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	9/26/2011	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	9/27/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	9/27/2011	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Regional Fire Consolidation	9/28/2011	3:30 p.m.	Scio Township Hall		Shawn Keough
Dexter District Library Board	10/3/2011	7:30 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	
Dexter Village Planning Commission	10/3/2011	7:30 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Jim Carson
Washtenaw County Board of Commissioners	10/5/2011	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Washtenaw Area Transportation Study-Technica	10/5/2011	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Dexter Area Historical Society Board	10/6/2011	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter Village Council	10/10/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	10/10/2011	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	10/11/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Area Chamber of Commerce	10/12/2011	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins

11-09-11  
 1-1  
 11-09-11

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



2011 Sign Requests

	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	June	Historical Socy. - Civil War Days	5/29-6/12	2 - 4' x 8"	5/2/2011	1, 10
	Friends of the Library - Book Sale	1/6-1/8	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		St. Andrew's - Rummage Sale	5/31-6/11	4 - 18" x 24"	5/25/2011	2, 4, 5, 6, 36
February	K of C - Rummage Sale	1/21-2/5	5 - 16" 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. Andrew's - Monthly Dinner	1/28-2/3	1 - 36" x 24"	12/9/2010	8		Community Orchestra - Concert	6/6-6/17	2 - 3' x 4'	1/3/2011	5, 9
	Encore Theatre - Intermittent	1/20 - 2/20	2 - 36" x 24"	1/31/2011	15,16		Boy Scouts - Rummage Sale	6/15-6/18	2 - 4' x 5'	6/1/2011	1, 7
	Friends of the Library - Book Sale	2/3-2/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		High School - Blood Drive	6/24-6/28	4 - 18" x 24"	6/24/2011	1, 4, 5, 10
	Knights of Columbus - Fish Fry	2/12-2/26	5 - 18" x 24"	1/24/2011	1, 5, 5, 2, 10	July	Encore Theatre - Intermittent	6/23-7/31	2 - 36" x 24"	1/31/2011	15,16
	Community Band - Concert	2/14-2/27	2 - 2' x 4' 1 - 18" x 24"	1/31/2011	1,3,5		St. Joseph - Festival	7/4-7/18	1 - 4' x 4' 4 18" x 24"	5/24/2011	1, 2, 5, 6, 10
March	Community Orchestra - Concert	2/23-3/6	2 - 3' x 4'	1/3/2011	5, 9		St. Joseph - Flea Market	7/6-7/10	2 - 18" x 24"	7/6/2011	1, 9, 43
	St. Andrew's - Monthly Dinner	2/25-3/3	1 - 36" x 24"	12/9/2010	8	August	St. Andrews - Ice Cream Social	7/22-8/4	5 - 18" x 24"	7/8/2011	1, 2, 4, 5, 36
	Friends of the Library - Book Sale	3/3-3/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		Dexter Daze	7/31-8/14	5 - 18" x 24"	6/7/2011	1, 2, 4, 5, 36
	Historical Society - Art Fair	3/7-3/19	2 - 5' x 6' 3 - 18" x 24"	12/15/2010	1, 2, 5, 7, 10		Friends of the Library - Book Sale	8/11-8/13	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
April	St. Andrew's - Festival of Hymns	3/21 - 4/4	1 - 36" x 24"	3/18/2011	8		Dexter Band - Car Wash	8/10-8/13	5 - 18" x 24"	8/12/2011	1, 7, 39, 21, 45
	Friends of the Library - Book Sale	3/31-4/2	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		High School - Blood Drive	8/23-8/30	5 - 18" x 24"	8/3/2011	1, 4, 5, 2, 44
	St. Andrew's - Monthly Dinner	4/1-4/7	1 - 36" x 24"	12/9/2010	8	September	Encore Theatre - Intermittent	8/18 - 9/18	2 - 36" x 24"	1/31/2011	15,16
	St. Andrews - Blood Drive	4/11-4/18	2 - 28" x 22"	12/9/2010	8, 22		Community Orchestra - Concert	8/28-9/11	2 - 3' x 4'	8/26/2011	5, 9
	American Legion - Dinner	4/25-4/29	1 - 18" x 24"	4/25/2011	1		St. Andrew's - Monthly Dinner	9/2-9/8	1 - 36" x 24"	12/9/2010	8
May	Dexter High Drama - Play	4/18-5/1	1 - 4' x 8' 1 - 3' x 3' 1 - 18" x 24"	4/12/2010	3, 1, 19		St. James - 9/11 Service	9/3-9/12	5 - 18" x 24"	9/2/2011	1, 2, 4, 44, 10
	Community Band - Concert	4/18-5/1	2 - 2' x 4' 1 - 18" x 24"	1/31/2011	1,3,5		Cornerstone - Mom to Mom Sale	9/10-9/24	5 - 18" x 24"	8/18/2011	1, 4, 5, 44, 10
	Historical Socy. - Civil War meeting	4/23-5/2	5 - 22" x 14"	4/18/2011	1, 2, 9, 5, 4		Methodist Church - Rummage Sale	9/11-9/25	2 - 2' x 3' 3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3
	Encore Theatre - Intermittent	4/7 - 5/8	2 - 36" x 24"	1/31/2011	15,16		St. Andrews - Blood Drive	9/15-9/26	2 - 28" x 22"	12/9/2010	8, 22
	Methodist Church - Rummage Sale	4/18 - 5/1	2 - 2' x 3' 3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3		Touchdown Club - BBQ	9/13-9/18	5 - 18" x 24"	9/13/2011	1, 2, 10, 7, 21
	St. Andrew's - Monthly Dinner	4/29-5/5	1 - 36" x 24"	12/9/2010	8	October	Lion's Club - Apple Daze	9/19-10/1	5 - 18" x 24"	9/2/2011	1, 2, 4, 5, 10
	Relay for Life	5/2-5/16	5 - 18" x 24"	5/2/2011	1, 4, 5, 6 (2)		ABCD - Tailgate	9/24-10/1	5 - 18" x 24"	9/15/2011	1, 2, 4, 10, 44
	St. Andrew's - Quilt Show	5/6-5/14	1 - 36" x 24"	12/9/2010	8		Friends of the Library - Book Sale	9/29-10/1	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Friends of the Library - Book Sale	5/5-5/7	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20		Knights of Columbus - Dinner	9/19-10/3	5 - 18" x 24"	9/12/2011	1, 2, 4, 5, 10
	Historical Socy. - Civil War Dinner	5/6-5/20	1 - 4' x 8' 4 - 18" x 24"	5/2/2011	2, 6, 7, 21, 41		St. Andrew's - Monthly Dinner	9/30-10/6	1 - 36" x 24"	12/9/2010	8
	St. Joseph - Plant Sale	5/7-5/15	2 - 18" x 24"	5/6/2011	1, 36	November	Community Orchestra - Concert	10/23-11/6	2 - 3' x 4'	8/26/2011	5, 9
	Community Orchestra - Concert	5/11-5/22	2 - 3' x 4'	1/3/2011	5, 9		St. Andrew's - Monthly Dinner	10/28-11/3	1 - 36" x 24"	12/9/2010	8
	Remodeled Home Tour	5/13-5/16	3 - 18" x 24"	5/4/2011	1, 15 (2), 20, 42		Friends of the Library - Book Sale	11/3-11/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Knights of Columbus-Chicken Broil	5/15-5/30	5 - 18" x 24"	5/6/2011	1, 2, 5, 6, 10	December	St. Andrew's - Monthly Dinner	11/25-12/1	1 - 36" x 24"	12/9/2010	8
June	Encore Theatre - Intermittent	5/9-6/5	2 - 36" x 24"	1/31/2011	15,16		Friends of the Library - Book Sale	12/1-12/3	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Ice Cream Social	5/22-6/4	5 - 18" x 24"	5/3/2011	1, 2, 6, 7, 36		Community Orchestra - Concert	12/4-12/18	2 - 3' x 4'	8/26/2011	5, 9
	Dexter Soccer Club - Registration	5/28-6/18	5 - 18" x 24"	5/2/2011	5, 10, 4, 32, 11						

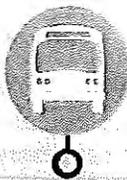
Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy 2, 26-Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 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, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor

\*\* 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 to advertise for the market

e-h  
 11-06-11



WASHTENAW COUNTY



# Partners for Transit

Page 1



September 2011

*transit benefits everyone*

## TheRide Releases Transit Funding Report

TheRide recently released the Funding Options Report for the Transit Master Plan (TMP). The report explores a variety of transit funding methods and budget scenarios for implementing TMP recommendations. While report findings show existing levels of transit service, with some modest improvements, can be sustained with current funding levels, any significant improvements require additional funds to support transit operations and purchase additional buses and other improvements.

Recommendations from a Financial Funding Task Force, made up of financial experts, community leaders, and employers, will identify the best and most achievable options to provide funding support for TMP implementation. The Task Force will hold their first meeting September 16. A meeting of the unincorporated County-wide transit board will be held October 20.



- Transit Funding Report.....1
- Existing Funding.....1
- Funding Options.....2
- Countywide Board Update..4
- Dedicated Funding .....5

### PASS IT ON

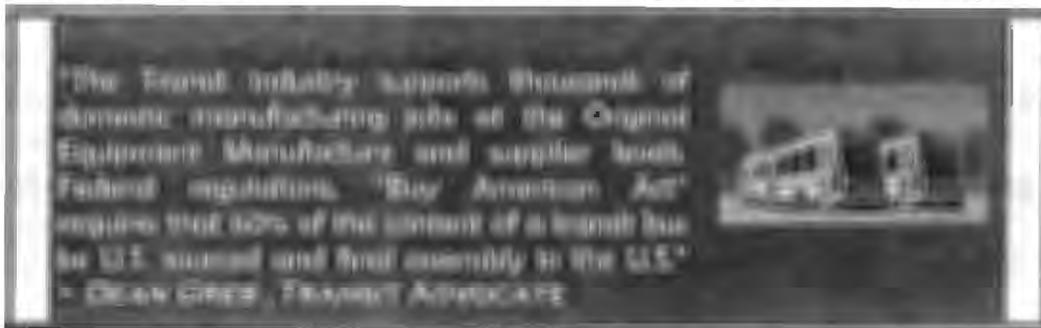
You can help by telling friends about Partners for Transit



The Partners for Transit mission is to improve the local economy by advancing transit options and improving the quality of life for Washtenaw County residents. The group is comprised of community leaders, local professionals, and motivated residents. To join in the partners movement, visit [partnersfortransit.org](http://partnersfortransit.org) and select "volunteer".

## Summary of Existing Transit Funding

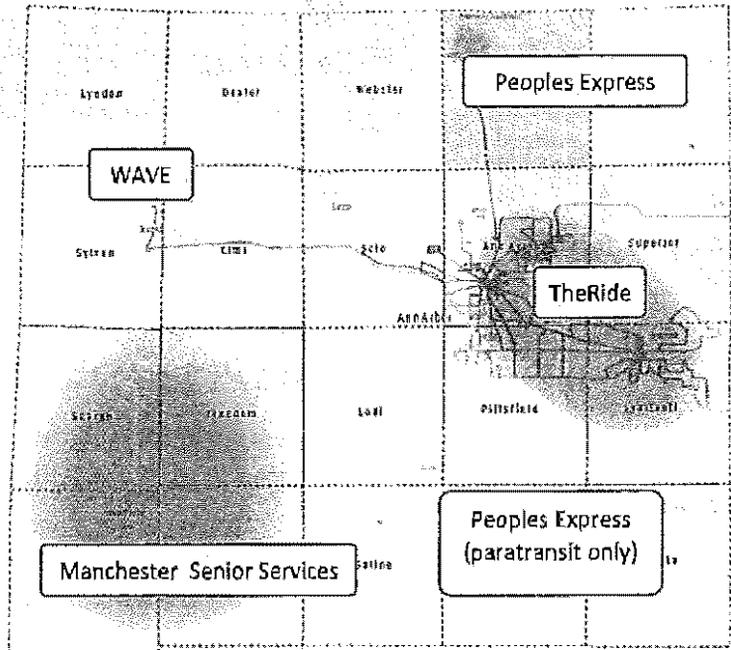
The City of Ann Arbor provides dedicated funding of more than two charter mills to the TheRide. Additionally TheRide generates fare revenues, participates in partnerships, such as the MRide program and receives State and Federal funding. This dedicated funding source provides Ann Arbor with robust transit service, including diverse geographic coverage, extensive hours of operation, and specialty services. Such service allows the City land use *Continued on Page 2*



*Continued from Page 1* flexibility, as well as attracting residents and businesses. However, service could be improved significantly with greater frequency and more routes.

Nearby communities purchase service annually as extensions of the Ann Arbor system. This offers residents mobility options, but does not provide for long term planning or growth.

Some rural areas of the County with significant aging populations have limited, if any, service options provided by nonprofit services. Though the service provided by the nonprofits is essential for riders health and economic well being, the lack of dedicated funding limits the ability to maintain or expand service for growing transportation needs.



## Transit Master Plan Funding Options

Identifying and securing stable funding is necessary to accomplish the goals of any plan.

The Financial Task Force, an advisory group to the unincorporated Countywide Board, will work to develop a strategy for the TMP that considers the following:

- Funding options to build transit-related infrastructure (capital funding) as well as funding to operate the services (operating funds).
- No project or service will be implemented without sufficient funding.
- Funding options must ensure fairness. Funding burdens must be distributed equitably and not fall too heavily on a particular group or geographic area.

### Providers maximize the value of transit revenues for both capital and operating expenses

- TheRide - Total Revenue - \$23,607,582  
- Total Trips - 6,272,585
- WAVE - Total Revenue - \$453,018  
- Total Trips - 24,487
- Manchester Senior Services  
- Total Revenue - \$19,000  
- Total Trips - 3,700

\*most transit fares are between \$1 - \$5



### Federal Capital Funding

Federal transit capital funds are available from two different sources:

*Apportionment* - based on the amount of service provided and the size of the area served

*Allocation* - available through competitive application funds



Federal funding for transit capital (buses, buildings, park-and-ride-lots) comes from Surface Transportation Program funds. The services TheRide currently provide rely on a mix of the following programs.

Discretionary Capital Funding - allocates funds for transit capital on a competitive basis and includes the following programs:

- Bus and Related Facilities - new and replacement buses and facilities
  - Fixed Guideway Modernization - modernization of existing systems
  - New Starts - new fixed guideway/rapid transit systems (requires up to 40% local match)
  - Small Starts & Very Small Starts - small, new fixed guideway systems and systems under \$50 million
  - CMAQ - transportation related air quality projects based on air quality non-attainment figures
  - Livable Communities Initiative - improves fixed guideway service to neighborhoods
- Small Programs - funds for small transportation initiatives targeted toward individuals with disabilities, *New Freedom* funds, and toward low-income persons for job access, *Job Access and Reverse Commute*, are available in extremely limited amounts and are not likely to increase with TMP implementation. These funds are currently employed by WAVE and PEX in to provide service in rural portion of the County.



Federal funds are uncertain, operating under continuing resolutions since October, 2009 . No new or additional sources of federal capital funding are assumed for the proposes of the TMP, with the exception of discretionary funds for large TMP projects.

**Other Capital Funding**

The non-federal match used to secure federal grants are provided by MDOT. These funds are provided through the State’s Comprehensive Transportation Fund (CTF) comprised of State fuel and auto-related sales taxes.

Other capital funding sources can include public-private partnerships, private funding or loans, and tax increment financing (TIF).

**Operating Funds**

Funding to operate transit service (drivers, fuel, planning, maintenance) comes from locally raised funds including City of Ann Arbor and Ypsilanti property tax millages and purchase of service agreements, revenues from rider fares and contracted service with the University of Michigan and Eastern Michigan University.

The Ann Arbor to Detroit and Washtenaw and Livingston Line (WALLY) rail projects have train-sets wrapping up refurbishment and continue to be top candidates for discretionary grant funding.

TMP improvements at every level, from extended service hours on busy routes, to basic airport shuttle service, to commuter rail require sustainable operating funds to be considered for implementation.



The Countywide transit funding task force will hold their first meeting September 16 (also Constitution Day) to begin evaluating methods for funding transit improvements.

The following are examples of how TMP operating improvements could be funded.

*Continued on Page 4*



**Passenger Fares**

TheRide currently collects fares representing an 18% recovery on the cost of operations. Service demand projections show this figure increasing to 30% by 2040 (\$25.7million). The national average for farebox recovery is 31%.

**Advertising Sponsorship**

Advertising revenues are dependant on the strength and competition within local advising markets. Some transit systems sell naming rights to transit facilities. This is typically contingent on a major employer in the transit service area.

**Property Millage**

Millage revenues are currently generated by the City of Ann Arbor at a rate of 2.056 mils and by the City of Ypsilanti at a rate of .9879. Together these two charter millages provide the bare minimum funding to continue operating the current level of service. A new funding source would need to be levied evenly across the County for improved or expanded service. The adjacent table illustrates current funding revenues and possible supplemental revenues to the existing millage.

**Sales, Parking Tax**

Reliance on property taxes to support transit service is an uncommon practice except in Michigan. Nationwide, an average of 67% of transit operating funds are raised through sales taxes and only 6% through property millages. Targeted sales taxes, while not currently available in Michigan, offer a wider contribution base as users of the service such as non-local employees and visitors to the area who contribute to transit funding.

Potential Local Property Tax Revenues (\$m per annum, 2010 valuation estimate)

Local Property Tax: millage rates	2.056 Ann Arbor (current)	9.5	9.5	9.5	9.5
Overlaid by	1.000 Countywide	4.6	4.6	5.3	14.5
	1.500 Countywide	6.9	6.8	8.0	21.7
	2.000 Countywide	9.2	9.1	10.6	29.0

Commercial parking taxes support transit in some areas at a rate of 10-12%. However, the lack of equivalent options in rural and suburban areas and the likelihood of business migration out of downtown make this a less desirable option.

**Stakeholder Contributions**

Under a uniform Countywide funding structure, current Purchase of Service Agreements would not be renewed in lieu of funds generated by communities. Transit service stakeholders (local employers and organizations) might also be approached for contributions/sponsorships.

**Motor Fuel Taxes and License Fees**

Transportation system user fees such as fuel taxes and vehicle registration fees are a significant funding mechanism, however these are controlled at the state level and are declining.

*Continued on Page 5*

The most recent fuel tax discussions included an increase from 19¢ to 23¢ and eventually up to 27¢. A new funding recommendation is due out this October.

Additionally the fuel tax increase would consider bringing diesel fuel taxes, currently at only 15¢ into line with gasoline taxes, with all increase culminating into a projected \$14.7 million increase in annual funding for Washtenaw County.

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## Countywide Board Update

Over the summer, communities in Washtenaw County made great strides to create a governing body whose charge will be implementing the Transit Master Plan (TMP). The 15 member board representation was determined based on population and charter millage contributions. To date, all but three of the 27 local communities have agreed to the process to nominate representatives. Those in districts that share a representative are signing Public Act 7 agreements, which allow the communities to jointly exercise powers over shared areas of responsibility that would otherwise be managed separately.



Photo - Ann Arbor Chronicle

Additionally, the Northeast district has appointed David Phillips of Superior Twp, while the North Middle district has nominated David Read as their recommended board representative. The Southeast district has appointed Karen Lovejoy Rowe of Ypsilanti Twp and Augusta Twp is scheduled to nominate John McGehee.

While great steps in a positive direction, it is important to remember that a **fully incorporated** Countywide board must be in place to place Countywide funding questions on the ballot.

Bylaws, Articles of Incorporation and Board Policies have been prepared for the new, **unincorporated** Countywide board to consider at their inaugural meeting October 20, 2011. This board will have the task of developing district service plans (public involvement meetings planned for this fall and winter) within the County, and developing processes and procedures for a **fully incorporated** board to conduct business.

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## The Importance of Dedicated Transit Funding

Previous issues of this newsletter have explored the benefits of transit, including local return on investment, quality of life improvements, jobs generated and environmental benefits. With great reasons to support transit service, dedicated funding for transit must be identified.

In an economic climate where communities are seeking every advantage to attract residents and businesses, yet are cash strapped, community amenities such as fire and police and libraries should not be competing with economic generators such as transit. Additionally, the long-range nature of the TMP, and the planning required to phase in transit recommendations, require a stable source of increased funding for implementation.



*Continued on Page 6*

Continued from Page 5

**TRANSIT FUNDING IN OTHER STATES**

Transit funding varies by state with California, Delaware and Tennessee providing 100% of transit funding while states such as Alaska, Mississippi and Hawaii provide no transit funding.

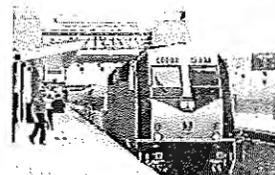
California provides complete funding for transit capital, operations and planning. The "local transportation fund" allocates .25% of the states 7.25% sales tax for transit back to counties.

New Jersey, through a statewide transit corporation manages a mix of funds including, fuel taxes, toll road revenue and heavy truck fees to support transit. Casino revenues specifically fund transit for the elderly and persons with disabilities and state general fund contributions also support the transit operating budget.

Presently Michigan law allows up to 10% of fuel taxes to be allocated to transit. This goal, however, is often not met. Additionally Michigan's only local funding option for public transit is property millage.



Bay Area Rapid Transit



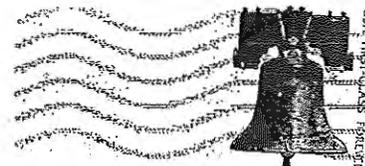
New Jersey Transit

**Partners for Transit**  
2542 Bellwood Ave  
Ann Arbor, MI 48104



METROPLEX MI 48104

14 SEP 2011 PM 14 T



Village of Dexter DDA  
7720 Ann Arbor St.  
Dexter, MI 48130





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING

AGENDA 9-26-11

ITEM H-4



DAN WYANT  
DIRECTOR

September 12, 2011

Ms. Allison Bishop  
Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130-1044

Dear Ms. Bishop:

Congratulations, your application for wellhead protection grant assistance for the period October 1, 2011 through September 30, 2012 has been approved. State funds in the amount of \$10,103.94 have been designated for your community's wellhead protection program. Work under this contract may commence October 1, 2011.

Two copies of an agreement in the amount of \$20,207.88 for wellhead protection activities are enclosed. Please review these documents. If they are acceptable, obtain official signatures on both copies of the agreement and fill in the remittance address and federal tax identification number on the Signature page and the Program Budget Summary page. **Please return both signed originals no later than September 30, 2011, to the following address:**

Michigan Department of Environmental Quality  
Resource Management Division  
Community Drinking Water Unit  
P.O. Box 30241  
Lansing, MI 48909-7741  
Attn: Jason Berndt

Once department signatures have been obtained, a copy of the signed agreement will be sent to you, along with information on the documentation you will need to provide in order to receive payment for work under the agreement. Please note that payment will not be released for completed work until a signed copy of the contract is received. **Also, please review reporting requirements on the reverse side of this letter.**

If you have any questions regarding the Wellhead Protection Grant Program, please contact me at the number below.

Sincerely,

Jason Berndt, Environmental Quality Analyst  
Community Drinking Water Unit  
Drinking Water and Environmental Health Section  
Resource Management Division  
517-241-4796

JB:DLR

Enclosures

cc: Ms. Ruth Kline-Robach, MSU  
Ms. Carrie Monosmith, DEQ  
Mr. Richard Benzie, P.E., DEQ  
Mr. Larry Bean, DEQ



# Introduction to Transportation Asset Management

## A Workshop for Elected Officials

### Overview of Training

What is asset management and how does it apply to roads? We apply the basic principles of asset management to our everyday lives to manage decisions relating to our homes, automobiles and other personal possessions. Businesses use asset management to guide business decisions. So why don't we use the same principles to maintain roads?

This workshop will give participants an overview of asset management principles as they apply to transportation. Instructors will discuss the need for asset management and how it can guide decision makers down the path to a better roadway system at a lower cost. Instructors will also spend time explaining preventative maintenance treatments for asphalt pavement, giving participants an idea of why some treatments are only effective in certain situations.

### Who Should Attend?

This workshop is targeted at county road commissioners, county commissioners, city and village council members, township supervisors, and the management staff from all of the above agencies.

### Agenda - Monday, October 3<sup>rd</sup>

1:00 PM	Registration
1:30 PM	Introductions/Session Begins
2:00 PM	What is Asset Management?
2:30 PM	Pavement Condition Rating
3:00 PM	Pavement Management Systems - What do they do?
3:30 PM	Asphalt Pavement Fixes
4:00 PM	Adjourn

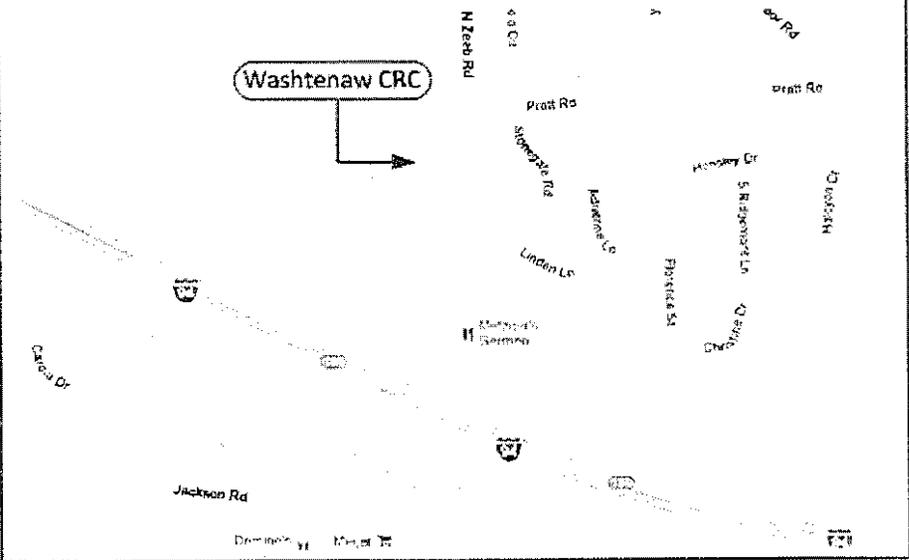
### Cost and Registration

The Michigan Transportation Asset Management Council (TAMC), Michigan's Local Technical Assistance Program (LTAP), and the Washtenaw County Road Commission are covering the registration costs for this training session. There is no cost for participants. Refreshments will be provided.

Registration is on a first-come first-served basis. To register, call the Center for Technology & Training (CTT) at (906) 487-2102 or email [ctt@mtu.edu](mailto:ctt@mtu.edu). Space for each session is limited; please register early.

### Location

The workshop will be held at the Washtenaw County Road Commission, 555 N. Zeeb Road, Ann Arbor, MI 48103

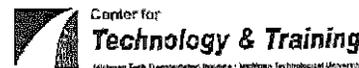


### Instructors

John Kiefer, P.E., is a Research Engineer at the Center for Technology & Training at Michigan Tech University in Houghton, Michigan. He is a registered professional engineer in Michigan and has been involved with designing and constructing civil engineering projects for over 18 years.

Melanie Kueber, P.E., is a Research Engineer at the Center for Technology & Training. She is a registered professional engineer in Michigan and Illinois and has over eight years of experience completing highway improvement projects. Prior to joining the CTT she worked at the Illinois Department of Transportation and as a consultant. She is currently pursuing a doctoral degree in the area of pavement materials and has taught laboratory courses for engineering students in her field.

### Sponsors



AGENDA 9-26-11



AGENDA 9-26-11

ITEM I-25

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: Donna Dettling, Village Manager**  
**Date: September 26, 2011**  
**Re: Gateway Funding**

Trustee Fisher asked for the status on the Gateway Initiative Funding and who will be administering the funding and contract? As a reminder, at the August 8, 2011 Council meeting, Council pledged \$2,500 to the Gateways Initiative on the condition that a check be released after all funds needed to execute the contract are committed and a contract is entered into. Funds are being secured by the Partners for Prosperity in the amount of \$15,000 to enter into the contract with Mark Lantz, creator of the "Pure Michigan" campaign.

The goal of the project is to lay the foundation for the long-term branding of Western Washtenaw County, Eastern Jackson County and Southern Livingston County areas as a recreation destination in southern Michigan within hours of Ohio, Indiana, Illinois and Metro-Detroit.

<b>Fund Raising to date:</b>	\$2,100	
<b>Pledges to date:</b>		
Chelsea City	\$2,500	
Village of Manchester	\$1,000	
Jackson Visitor Bureau & Chamber	\$1,000	
Ann Arbor Visitors Bureau	\$3,000	
Ypsilanti Visitors Bureau	\$3,000	
Village of Dexter	\$2,500	
Waterloo Recreation/Pinckney Rec.	\$2,400	Subtotal \$17,500
<b>Possible Pledges</b>		
Pinckney Area Chamber/DDA	\$1,000	

Steve Olson an Attorney working with the Gateway Initiative is in process of securing a 501c6. The Initiative is currently a Michigan Non-Profit.

The Chelsea Area Chamber, Executive Director, Bob Pierce will be administering the contract on behalf of the Gateway Initiative.



## Project Agreement: Gateway Communities Initiative

**Date Of Agreement:**

September 13, 2011

**Project Number:**

TMLP1018

**Project Name:**

Regional Branding

**Project Overview:**

The objective of this project is to create a brand platform to represent the emerging regional tourism entity that lies between Ann Arbor and Jackson. This region, currently described as the "Gateway Communities," contains a variety of towns, state park, lakes, rivers, etc., but needs a single identity to unify the offerings under a single compelling identity.

**Project Deliverables:**

The scope of work covers two primary areas of activity:

**Name/Idea Exploration**

In this step, 3 to 5 brand names/ideas (paired together) will be developed for the regional brand. Each idea will be served up in the form of a single-page "elevator story" concept that explains the idea and provides an indication of the "brand voice" to be leveraged when the idea is turned into actual communication. These will be presented for group discussion and feedback.

**Platform Development**

One brand name/idea will be chosen for further development. This concept will form the basis for a deeper brand strategy, providing guidance on how to turn the raw idea into effective communication. The strategy will guide all communicators in the way they treat the brand.

**Project Timing:**

Estimated timing for the project (which is contingent on approvals, scheduling meetings, etc.) is approximately seven weeks, with the interim presentation of the name/idea exploration in early October and the presentation of the developed platform in late October.

**Project Fee:**

\$15,000, which will be billed at completion of the project.

**Intellectual Property:**

Intellectual property created by Mark Lantz for this project shall become the sole and exclusive property of the client.

**Relationship:**

In performing the work under this agreement, Mark Lantz will be acting as an independent contractor and will not be considered an employee or agent of the client organization or partner organizations.

**Complete Agreement; Dispute Resolution; Choice of Laws:**

This agreement is the complete agreement between the parties. This agreement can be modified only by a subsequent written agreement signed by both parties.

If a dispute arises under this agreement, the parties agree to attempt to resolve this dispute through mediation. The parties agree to select a mediator acceptable to both parties to facilitate a resolution of the dispute.

This agreement will be interpreted under Michigan law. The proper venue for any dispute is the circuit court of Washtenaw County, Michigan.

**Project Approvals:**

For The Mark Lantz Project:

Mark Lantz  
387 Hanna Street, Birmingham MI 48009  
248-203-0959  
ml@themarklantzproject.com

  
9/12/2011

---

Signature & Date

Mark Lantz  
Owner

---

Name & Title

For Chelsea Area Chamber of Commerce:

Bob Pierce  
310 N. Main St., Suite 120  
734-475-1145  
bpierce@chelseamichamber.org

---

Signature & Date

Bob Pierce  
Executive Director

---

Name & Title



AGENDA 9-26-11  
ITEM # I-4

Manager Report  
September 26, 2011  
Page 1 of 2

**VILLAGE OF DEXTER**

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

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

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: September 20, 2011**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of September 26, 2011**

1. Meeting Review:
  - August 22<sup>nd</sup> – Pat Brennan of the DEQ, Water System site visit
  - August 23<sup>rd</sup> – Water Main Project Residents Meeting
  - August 30<sup>th</sup> – Pre-Construction Meeting with Bricco
  - August 31<sup>st</sup> – Mill Creek Park Project Status Update Meeting
  - September 8<sup>th</sup> – Utility Committee
  - September 9<sup>th</sup> – Economic Round Table in Chelsea
  - September 12<sup>th</sup> – Work Session/Council Meeting
  - September 13<sup>th</sup> – Stormwater Advisory Group Meeting
  - September 13<sup>th</sup> – 5 Healthy Towns
  - September 14<sup>th</sup> – Sean Burton of Dexter Community Schools
  - September 15<sup>th</sup> – DDA Meeting
  - September 16<sup>th</sup> – Utility Committee
2. Upcoming Meeting Review:
  - September 21<sup>st</sup> – Economic Gardening Workshop in Lansing
  - September 23<sup>rd</sup> – OHM & Tetra Tech re: Scope of Services Sludge Handling Project
  - September 18<sup>th</sup> – Tom Covert, DDA Treasurer re: Update Financial Forecast
3. Water System-Sanitary Survey. Attached is a letter and report from Pat Brennan of MDEQ for the Village's Water System Sanitary Survey. We received a "Satisfactory" rating for 2011, which is up from the 2007 Water System Sanitary Survey of "Marginally Satisfactory".
4. Westridge Water Main Update. The Water Main was brought back on line Monday, September 19, 2011. The County received a one month extension from the Michigan Department of Environmental Quality that will allow work to be completed in the wetland until October 31<sup>st</sup>. The process of field verifying the water main and sewer main in the area was started on September 21.
5. Sidewalk. The sidewalk replacement throughout the Village will start the week of September 26. Letters will be going out to homeowners in the area informing them about the work.
6. ACH. The Arts, Culture & Heritage Committee meeting scheduled for October 4 has been rescheduled for October 13 at 6 p.m. Committee members will be traveling to Chelsea to meet with the person in charge of their yearly rotating art display.

7. 5 Healthy Communities Update. Attached to my report are minutes from the 9-13-11 5H meeting.
8. Industrial Facilities Tax Exemptions. I am finalizing an application I received from QED (recently moved into the Industrial Park) for Tax Exemption. QED is requesting an exemption for \$104,000.00 in Real Property and another \$780,000.00 in Personal Property. This project will be introduced at the next Council meeting and a Hearing will be set. I also heard from DAPCO, they plan to submit an IFT for \$700,000.00 in Real Property and \$730,000.00 in Personal Property. DAPCO's IFT will be introduced on a future agenda. A copy of the current IFT's is attached to my report.
9. Townhall Meeting. We had originally planned to hold a Townhall meeting on October 20, 2011 to discuss the Main Street Project. It makes sense to have a Main Street update meeting closer to the date of the project next spring. Does Council wish to move forward with a different topic for October 20<sup>th</sup>?



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

September 12, 2011

Mr. Blair Selover  
Operator In Charge  
Village of Dexter  
8360 Huron  
Dexter, Michigan 48130

Dear Mr. Selover:

SUBJECT: Water Supply – Village of Dexter – WSSN 1810  
Water System Sanitary Survey

Staff of the Department of Environmental quality (DEQ), Resource Management Division (RMD) has completed the sanitary survey of the Village of Dexter Water Supply System. This evaluation is based on recent inspections of the village's water system facilities, review of our records, and discussions with village staff and consulting engineers. The purpose of this evaluation is to determine the water system compliance with respect to the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder.

We are pleased to rate the Village of Dexter Water Supply System as **satisfactory**. This rating is improved from the 2007 review, largely due to recent modifications to the village's treatment and distribution systems and to an increase in firm well capacity. Those projects were made possible with assistance from the Drinking Water Revolving Fund. Another factor is an improved understanding of the volume of water supplied by the water supply. The 2007 review reported a Maximum Day Demand (MDD) of 1.4 million gallons, and concluded that the water supply had insufficient capacity, since the Firm Well Capacity (FWC) was less than the MDD. It was also noted in 2007 that the Storage Capacity was less than the Average Day Demand.

Since 2007 the Village has installed the 5<sup>th</sup> Well, which has increased the FWC from 800 gallons per minute (gpm) to 1100 gpm. Maximum day and average day capacity values from 2003 through 2007 have been revised, in accord with a decision made on November 19, 2007, by Mr. Jon Russell, DEQ District Supervisor, to accept the analysis found in the report entitled *Village of Dexter 2008 Water System Improvements, Appendix 1 Water System Demand and Storage Analysis*. The pumpage values recorded in the enclosed Water System Review differ from the well pumpage values found in the Monthly Operating Reports previously submitted by the Village. The reason for this is evidence that the well meters were shown to be giving false readings, and have since been replaced with new meters that are calibrated on a regular schedule. The effect of these adjustments is that the 10-year Maximum Day Demand is now 1.224 million gallons. With the increase of the Firm Well Capacity to 1100 gpm, this is now able to supply 129 percent of the Maximum Day Demand. Furthermore, the storage tank is able to store 41 percent of the Maximum Day Demand, and 101 percent of the Average Day Demand.

For future needs, the Village should consider increasing the size of the detention tank in the Water Treatment/Iron Removal Plant, since the current size is the limiting factor in the iron removal system. Alternatives to this include the use of an oxidizing chemical to increase the rate of iron precipitation, or the use of a sequestering agent to keep dissolved iron in solution.

At this time DEQ staff recommends than the Village monitor the performance of the system with current demands, and reevaluating the needs as more data becomes available.

Good progress was also made toward complying with the Lead and Copper rule, by the permitting and implementing of blended phosphate addition at the 5<sup>th</sup> Well House, in order to control corrosion and sequester iron. The Village has also applied for a permit to install orthophosphate addition at the Water Treatment/Iron Removal Plant, for the purpose of controlling corrosion.

We are also pleased that the Village has begun optimal fluoridation of drinking water, at both the Water Treatment/Iron Removal Plant and the 5<sup>th</sup> Well House. This has been described as the single most effective public health measure to prevent dental decay, and is endorsed by more than 100 national and international health, service and professional organizations. According to the 2008 National Fluoridation Report, over 72 percent of people on public water systems have fluoridated water, up from 62 percent in 1992. The Village has joined that group by recognizing the value of investing in public dental health and taking action to optimally adjust naturally occurring fluoride levels in their drinking water to safe and beneficial levels.

In order for the Village to maintain its water supply system rating, the following items listed below need to be addressed. Detailed information about the listed items can be found in the enclosed Water System Review Data.

#### **1. Operator Certification**

The village is currently in compliance with the operator certification requirements, with one F-2 (F-2 certification meets D-2 requirements), one S-2, one D-3, two S-3, and one D-4 licensed operators. However, the village population has been growing and has exceeded a population of 4,000; therefore the water supply will need to be operated by a D-2 and S-2 licensed operator. We encourage your other water staff to start working on obtaining D-2 and S-2 licenses so as to ensure that properly certified operators are always available.

#### **2. General Plan**

Section 325.1004 requires community water supplies to submit a general plan to the Department. R 325.11604 describes the contents of an acceptable general plan. In view of the numerous improvements to the Village's water supply, the General Plan must be updated and a copy submitted to the Jackson District Office. According to Mr. Rhett Gronevelt, P.E., OHM, a 3-volume Operations & Maintenance Manual is being prepared on behalf of the Village, and Volume 1 would satisfy the requirements for a General Plan. Please submit a general plan at your earliest convenience, but by no later than **May 3, 2012**.

#### **3. Site Sampling Plan**

The Village must update their Site Sampling Plan to reflect changes in Village and DEQ staff, and also changes in population.

#### **4. Emergency Response Plan**

The Part 23 Rules formerly required type I public water supplies to develop a contingency plan. These rules were amended in 2009 so that instead of a contingency plan, an Emergency Response Plans is now required. The contents are described in Rule 2303. A suggested

Mr. Blair Selover  
Page 3  
September 12, 2011

format for an Emergency Response Plan, as an electronic template, was forwarded to Mr. Selover. Please inform us when your Emergency Response Plan is available for on-site review.

We are pleased the Village is actively implementing its Wellhead Protection Program, which was approved on November 26, 2001. We are also pleased that Monthly Operations Reports, Cross Connection Reports and the Consumer Confidence Reports are submitted on a timely manner.

Thank you for your time and assistance during my visits. A copy of the "Water System Review" data form is enclosed for your records. Should you have any questions or desire to discuss the contents of this letter, please contact me at DEQ-RMD, Jackson State Office Building, 301 East Louis Glick Highway, Jackson, Michigan 49201; by telephone at the number listed below; or by e-mail at [brennanp@michigan.gov](mailto:brennanp@michigan.gov).

Sincerely,



Patrick J. Brennan  
Area Engineer  
Resource Management Division  
517-780-7935

Enclosure

cc/enc: Ms. Donna Dettling, Village Manager  
Mr. Rhett Gronevelt, P.E., Orchard, Hiltz & McCliment  
cc: Washtenaw County Department of Planning and Environment



# WATER SYSTEM REVIEW

## GENERAL

### Basic Information

WSSN: 1810 Supply: Dexter County: Washtenaw  
 Date: 8/30/2011 Reviewed by: Pat Brennan District: 32

Primary Contact: <u>Donna Dettling</u> Title: <u>Village Manager</u> Telephone: <u>734-426-8303</u> Cell Phone: _____ Pager: _____ Fax: <u>734-426-2208</u> <u>5614</u> e-mail: <u>ddettling@villageofdexter.org</u>	Copy To: <u>Shawn Keough</u> Title: <u>President</u> Telephone: <u>734-426-8303</u> Cell Phone: _____ Pager: _____ Fax: _____ e-mail: _____
Address: <u>WWTP</u> <u>8360 Huron</u> <u>Dexter, MI 48130</u>	Address: <u>Village of Dexter</u> <u>8140 Main Street</u> <u>Dexter, MI 48130</u>

Population: 4067 Year: 2010 Basis: 2010 Census (Census/Services/Other)

### Operator Certification

Distribution Classification: <u>S-2</u>			
Operator in Charge: <u>H. Blair Selover, III</u> Cell: <u>810-252-8884</u>	Cert.: <u>F-2, S-2</u>	OP No: <u>9219</u>	Exp. Date <u>7/15/2013</u>
Other Operators:			
<u>Andrea M. Dorney</u>	<u>D-3, S-3</u>	<u>4126</u>	<u>7/15/2014</u>
<u>Dan Schiaff</u> Cell: <u>734-216-3810</u>	<u>S-4</u>	<u>4179</u>	<u>10/15/2012</u>
<u>Scott Mauer</u>	<u>S-3</u>	<u>14301</u>	<u>1/15/2014</u>
Treatment Capacity: <u>1200 gpm total; 800 gpm firm</u>			
Treatment Classification: <u>D-2</u>			
Operator in Charge: <u>Andrea Dorney</u>	Cert. <u>D-3, S-3</u>	OP No: <u>4126</u>	Exp. Date <u>10/15/2012</u>
Other Operators:			
<u>H. Blair Selover III</u>	<u>F-2, S-2</u>	<u>14301</u>	<u>1/15/2014</u>
<u>Scott Maurer</u>	<u>D-4</u>	<u>14301</u>	<u>1/15/2014</u>

### Ownership

Ownership: Village of Dexter (City, Village, Township, County, Authority, Association)

Consent Agreement: NA  
 Escrow Account: NA  
 Annual Fee: \_\_\_\_\_

(Active, Inactive, Exempt, Etc.)

Comments: With the 2010 census result, the Village supply became an S-3/D-3, instead of an S-2/D-2 system.

**SOURCE**

**Well Construction and Maintenance**

Well Number	1	2	3	4
+ Well Status	Active	Active	Active	Active
+ Treatment				
P.O.E. ID #	TP002	TP002	TP002	TP002
+ Treatment	Yes	Yes	Yes	Yes
Year Installed	1997	2000	2000	2005
GPS Coordinates	Lat. 42.328026 Long. -83.869039	42.328691 -83.869881	42.329448 -83.871136	42.327511 -83.868391
Grouted?	Yes	Yes	Yes	Yes
Rock or Drift	Drift	Drift	Drift	Drift
Total Depth	215'	215'	222'	200'
Casing Depth	178'	195'	202'	180'
Casing Diameter	8"	8"	8"	8"
Gravel Pack Dimensions	18" x 8"	18" x 8"	18" x 8"	
Gravel Pack Material	Perry #5 Quartz	Perry #5 Quartz	Perry #5 Quartz	
Screen Length	20'	20'	20'	20'
Screen Diameter	8"	8"	8"	8"
Screen Slot Size	0.04"	0.04"	0.04"	0.035"
Pump Setting	186'	186'	186'	162'
+ Static Water Level (on 10/19/10)	95.67'	92'	91.5'	68.25'
+ Pumping Water Level (24hr)	131'@350gpm			143'@241gpm
+ Pumping Water Level (100 day)				
Well Log	Yes	Yes	Yes	Yes
+ Pump Type	submersible	submersible	submersible	submersible
Permit Capacity (GPM)	300	300	300	200
Permit TDH	185'	Ceil:	185'	212'
+ Current Capacity (GPM)	326	340	325	210
+ Basis	Test	Test	Test	Test
Current TDH	125	140	138	100
HP	25	25	25	15
Last Pulled for Inspection	10/19/2010	10/19/2010	10/19/2010	10/19/2010
Last Efficiency Test	10/19/2010	10/19/2010	10/19/2010	10/19/2010
Phase/Surge/Lightening Protection	Yes	Yes	Yes	Yes
Well Seal	Yes	Yes	Yes	Yes
Casing 12" Above Grade	Yes	Yes	Yes	Yes
Pump to Waste Piping		Yes		
-Screened or Capped?		Yes		Yes
Air/Vac Relief	No	No	No	No
-Screened?	NA	NA	NA	NA
Casing Vent	Yes	Yes	Yes	Yes
-Screened?	Yes	Yes	Yes	Yes
Check Valve (VT or Sub)		Assumed		
Meter	Yes	Yes	Yes	Yes
Raw Tap	Yes	Yes	Yes	Yes
Chemical Injection Tap	Yes	Yes	Yes	Yes
Plant Tap	Yes	Yes	Yes	Yes
Chemical Feed Outlet	Yes	Yes	Yes	Yes
Heater	Yes	Yes	Yes	Yes
Water Level Device	Yes	Yes	Yes	Yes
Pressure gauge	Yes	Yes	Yes	Yes
Floor Drain	Yes	Yes	Yes	Yes
Doors open out	Yes	Yes	Yes	Yes
H-O-A Switch	Yes	Yes	Yes	Yes
Run Timer	Yes	Yes	Yes	Yes
Alternating Relay	Yes	Yes	31	Yes
Operating Pressure	0-4 psi	0-4 psi	0-4 psi	0-4 psi
Pressure Relief Valve	No	No	No	No
Current Firm Capacity, Wells 1-4:	1201	gpm	1,729	mgd

Comments: The wellfield is located near Ryan Drive in the Huron Farms and Fairfax Subdivisions, while the iron removal plant is located at the corner of Central Street and Conrail Road. The Well 5 field is located south of Shield Road between Baker and Parker Roads, near the high school.

*John J. [unclear]*

**SOURCE**

**Well Construction and Maintenance**

Well Number	5	
+ Well Status	Active	
+ Treatment		
P.O.E. ID #	TP003	
+ Treatment	Chlorine, Fluoride & Phosphate	
Year Installed	2/19/2008	
GPS Coordinates	Lat. 42.31975	
	Long. -83.89559	
Grouted?	Yes	
Rock or Drift	Drift	
Total Depth	73'	
Casing Depth	60'	
Casing Diameter	12"	
Gravel Pack Dimensions	20"x23"	
Gravel Pack Material	Unknown	
Screen Length	10'	
Screen Diameter	12"	
Screen Slot Size	0.050"	
Pump Setting		
+ Static Water Level	19'	
+ Pumping Water Level (24hr)	48' @ 350 gpm	
+ Pumping Water Level (100 day)		
Well Log	Yes	
+ Pump Type	VT (VFD)	
Permit Capacity (GPM)	340	
Permit TDH	230	
+ Current Capacity (GPM)	340	
+ Basis		
Current TDH		
HP	40	
Last Pulled for Inspection	New in 2008	
Last Efficiency Test		
Phase/Surge/Lightening Protection	Yes	
Well Seal		
Casing 12" Above Grade	Yes	
Pump to Waste Piping	Yes	
- Screened or Capped?	Yes	
Air/Vac Relief	Yes	
- Screened?	Yes	
Casing Vent	Yes	
- Screened?	Yes	
Check Valve (VT or Sub)	Yes	
Meter	Yes	
Raw Tap	Yes	
Chemical Injection Tap	Yes	
Plant Tap	Yes	
Chemical Feed Outlet	Yes	
Heater	Yes	
Water Level Device	Yes	
Pressure gauge	Yes	
Floor Drain	Yes	
Doors open out	Yes	
Phase/Surge protection	Yes	
H-O-A Switch	Yes	
Run Timer	Yes	
Alternating Relay		
Operating Pressure	77 psi	
Pressure Relief Valve	No	

**SOURCE**

**Standby Power**

**WELL AUXILIARY POWER**

Well Number	Wells 1-4	Well # 5		
Power type	Permanent	Permanent		
Power Rating (kWh or KVA)	150 kW	150 kW		
Fuel Type	Diesel	Diesel		
Capacity (gpm)	1100	340		
Horse Power (HP)				
Starting Frequency	1/wk	1/wk		
Load Testing Frequency	1/wk	1/wk		

**PORTABLE AUXILIARY POWER**

Unit Number or Brand				
Power Type				
Power Rating (kWh or KVA)				
Fuel Type				
Capacity (gpm)				
Horse Power (HP)				
Starting Frequency				
Load Testing Frequency				

Comments:

**Isolation**

Well Number	1	2	3	4	5
GPS Coord. Lat.	42.328026	42.328691	42.329448	42.327511	42.31975
Long.	-83.869039	-83.869881	-83.871136	-83.868391	-83.89559
Approved Isolation Radius	100'	100'	100'	100'	
Available Isolation Radius	100'	100'	100'	100'	
Type of Isolation Control	ownership	ownership	ownership	100'	
Approved WHP Plan					
GW flows from/direction	SW	SW	SW	SW	W-SW
Basis	new well aq. ana.				
Important Potential Source					
Distance and Direction					
Important Major Source					
Distance and Direction					
Detects					

Comments:

**SOURCE**

**Capacity**

Pumpage & Usage			Avg. Day	Min. Day	Date	Max/Avg	G/C/D	% unacct.H2O
Year	Max Day	Date						
2001	0.921	8-Aug	0.414	0.101	9-Mar	2.22	203	
2002	1.017	7-Aug	0.495	0.172	1-May	2.05	151	
2003	0.941	18-Jul	0.496	0.219	8-Jun	1.90	153	11%
2004	1.209	1-Jul	0.532	0.262	12-Jan	2.27	155	
2005	1.156	10-Jul	0.573	0.380	25-Mar	2.02	183	17%
2006	1.068	2-Aug	0.494	0.348	25-Dec	2.16	141	
2007	1.151	15-Jun	0.566	0.288	December	2.07	159	
2008	1.224	30-Oct	0.497	0.291	November	2.46	142	
2009	0.678	4-Aug	0.468	0.073	October	1.45	133	
2010	0.891	11-Oct	0.462	0.074	October	1.93	114	
2011								

Five Year Max. Day	1.224	Date	30-Oct-08
Ten year Max. Day	1.224	Date	30-Oct-08
Five Year Avg. Day Cell:	0.495		
Peak Hour (Hydropneumatic)			

Max Day for capacity requirements: 1.224

Total Well Capacity: 1440 gpm 2.07 mgd

Firm Well Capacity: 1100 gpm 1.584 mgd

Firm Well Capacity/Max. Day: 129%

Peak Hour/Firm Capacity: (Hydropneumatic w/o gravity storage)

Total Auxiliary Power: 1440 gpm 2.07 mgd

Aux. Power Well Capacity/Avg. Day: 419%

**Basis of Auxiliary Power Waiver**

Comments: Firm capacity exceeds the Max Day Demand.  
 Furthermore, Total Auxiliary Power equals 419% of Max Day Demand.

**STORAGE**

Dexter 1810

**Construction, Controls & Maintenance**

	Location:	Location:	Location:
	South of town		
	Bishop Circle E.		
Volume:	500,000		
Type	single pedestal		
O.F. Elevation	107.5		
Date Constructed	1988		
Date Inspected	7/13/2011		
Date Painted Inside	1988		
Paint System	epoxy		
NSF Std 61 Compliant (Y/N)	Yes		
Date Painted Outside	2002		
Cathodic Protection	No		
Tank Isolation Valve	Yes		
Tank Drain (Hydrant)	Yes		
Altitude Valve	Yes		
Mud Valve	Yes		
High Alarm	Yes		
Low Alarm	Yes		
Type	telemetry to SCADA		
Total Head Range (Feet)	37.5 ft. (70-107.5)		
Normal High Water Level	107.5		
Normal Low Water level	100		
Range of Operation	7.5		
Normal/Average Pressure	50-55 psi		
Chart recorder	No		
Telemetry System	Yes		
Vents Screened	Yes		
Overflow Screened	Yes		
Access Hatches Locked	Yes		
Expansion Collar Lubricated			
Deflection Plate	No		
Overflow Splash Pad	Yes		
Site Fenced/Locked	Yes		

**Capacity**

Usable Storage:	500,000		
Total Usable Storage	500,000 gal	0.500	mgd
Total Usable Storage/Max Day	41%		
Total Usable Storage/Avg. Day	101%		

**Comments:**

The storage tank is inspected and exterior cleaned every 5 years.



**DISTRIBUTION**

Dexter 1810

**Pump Stations                      N/A**

Location: \_\_\_\_\_  
 Function: \_\_\_\_\_

Pump Number	_____	_____	_____
Year Installed	_____	_____	_____
Type	_____	_____	_____
Permit Capacity	_____	_____	_____
Permit TDH	_____	_____	_____
Current Capacity	_____	_____	_____
Basis	_____	_____	_____
Current TDH	_____	_____	_____
HP	_____	_____	_____
Last Complete Inspection	_____	_____	_____
Last Efficiency Test	_____	_____	_____

Comments:

**Auxiliary Power**

Power Type	_____
Power Rating (kWh)	_____
Fuel Type	_____
Capacity (gpm)	_____
Starting Frequency	_____
Load Testing Frequency	_____

Total Pump Capacity \_\_\_\_\_ gpm \_\_\_\_\_ mgd

Firm Pump Capacity \_\_\_\_\_ gpm \_\_\_\_\_ mgd

Auxiliary Power Capacity \_\_\_\_\_ gpm \_\_\_\_\_ mgd

Max Day Demand @ this location \_\_\_\_\_ mgd

Peak Hour @ this location \_\_\_\_\_ gpm (Hydropneumatic Stations)

Avg Day Demand @ this location \_\_\_\_\_ mgd

Firm Pump Capacity/Max Day \_\_\_\_\_ %

Peak Hour/Firm Pumping Capacity \_\_\_\_\_ % (Hydropneumatic Stations)

Aux. Power Capacity/Avg Day \_\_\_\_\_ %

Comments:

DISTRIBUTION

**Operational Concerns & Maintenance**

Are there areas where water main breaks are frequent? (Y/N) No

If yes, identify locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: Replacement of 4" cast iron water main is correcting problems.

Are there areas where aesthetic water quality complaints are frequent? (Y/N) No

If yes, identify locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: Plan to flush every spring & fall.

Do you receive complaints alleging illness due to the water? (Y/N) No

Is a procedure in place to respond to and track these complaints? Yes, will contact DEQ also

Comments:

Are there areas where customers complain of low pressure? (Y/N) No

If yes, identify locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: Some complaints were received yet were traced to undersize piping in homes.

DISTRIBUTION

**Operational Concerns & Maintenance**

Are there areas where fire flows cannot be maintained? See ISO report (2001)

If yes, list locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

Village should have an ISO evaluation soon, as this may result in reduced insurance costs for residents.

Last ISO report date? 4/1/2001 Rating 5

Which, if any, of the above listed areas has the supply prioritized for main replacement, upgrading, or looping? Also, if a definite schedule for capital improvement has been established, list the proposed completion date.

Location:

Estimated Completion Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

Are there areas where customers complain of low pressure? (Y/N) No

If yes, identify locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

DISTRIBUTION

Hydrants

Number of Hydrants	382
Number Without Auxiliary Shut-Off Valves	<20%
Number that are Self-Draining	<30 % - New ones are plugged
Number of Inoperable Hydrants	6

Frequency of Hydrant inspection: 2 times/year with flushing

Inspection Staff: Village staff

Comments: 4 of the inoperable hydrants are to be replaced in 2011.

Are there areas where additional hydrants are needed? No

If yes, list locations:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Hydrant location system general plan (GIS) Accurate? No

Are hydrants color coded for capacity? Only hydrants which are out of service, painted white

Has this information been provided to the fire department? Yes

Frequency and seasons of hydrant flushing spring/fall

Purpose of flushing stagnant water

Is the public notified prior to flushing? via newspaper and website [www.villageofdexter.org](http://www.villageofdexter.org)

Does flushing follow a specific format? Yes-start at wells and move out

Is the volume of water used during flushing estimated? Yes, noted on MORs

Is a record maintained of hydrant activities? Yes-hydrant file

Comments: 1.Village had completed a GIS program to map hydrants, valves, mains, etc. 2. Village calculates the unaccounted water in the distribution system.

Hydrant records should include: Hydrant number, location of the hydrant, type of hydrant, size of barrel, size of bottom valve, size of lead, direction of turn, operable or inoperable, auxiliary valve type and size, weep holes plugged or unplugged, condition of hydrant (caps, chains, valve operation, operating nut, leakage & etc.), color coded capacity, flow data (gpm & psi) flushing dates, inspection dates.

DISTRIBUTION

Dexter 1810

**Valves**

Number of Valves: 415

Number of Inoperable valves 3

Are there areas where additional valves are needed? No

If yes, list locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Valve location system GIS Accurate? Yes

Valve Turning Frequencies Started program but not enough staff to carry on  
Exercised several valves during construction period

Primary:

Others:

Records Maintained? Yes, GIS system.

**Comments:** Recommend exercising valves at least once every 2 years.

Valve records should include: valve number, location of valve (with witness points), type of valve, size of valve, normal operating status (open or closed), condition of valve (operable or inoperable), direction of turn, number of turns, and dates of operation.

**DISTRIBUTION**

**Customer Service Information**

Number of service connections 1961 Res; 124 Industrial; 533 water only

Number of metered service connections 100%

Identify service line materials and estimate percentages:

Copper	<u>97%</u>
PVC/PE/PB	<u>          </u>
Galvanized	<u>3%</u>
Lead	<u>          </u>

Ownership of Service	<u>(CWS/Customer)</u>
From Corp Stop to Curb Stop	<u>Village</u>
From Curb Stop to Property Line	<u>curb stop is right on property line</u>
From Property Line to Meter	<u>Customer</u>
Meter	<u>Village</u>

**Customer Meters**

Types of meters Used	<u>Sensus</u>
Number of Meters with Touch Pads or Other Remote Reading Devices	<u>all are radio read</u>
Size of Meters	<u>          </u>
Residential	<u>Some 1"; most are 3/4" &amp; &gt;1"</u>
Industrial/Commercial	<u>2"-6"</u>
Meter Testing/Maintenance Program	<u>Yes</u>
Average Age of Meter in System	<u>          </u>
Residential/Commercial/Industrial	<u>11 years</u>
Criteria for Changeout	<u>bad part or when complaint is received</u>
Number or Percent Changeout per Year	<u>~10</u>
Master Meter Locations	<u>          </u>
Calibration of Master Meters	<u>          </u>

Meter Reading Staff/Contract: Water Department

Percent By Usage	
% Residential	<u>94%</u>
% Commercial & Industrial	<u>6%</u>
% Other	<u>          </u>
% Large Users - List	<u>Dexter Ind.</u>
	<u>Schools</u>
	<u>Dapco Ind.</u>

Comments:

**DISTRIBUTION**

**System Growth**

Year	No. of Residential Meters Installed	No. of Comm./Industrial Meters Installed	No. of Construction Permits Issued	Permitted Amount of WM Feet
2000			5	13600
2001			1	2260
2002			1	3402
2003			6	14204
2004			1	1193
2005			5	2967
2006			4	2059
2007			3	544
2008			5	8246
2009			1	3700
2010			0	0
2011			2	427

**Water Rates**

What is your current rate schedule?	First meter \$2.94/1000 gal; Second meter \$3.97/1000 gal.
Are current rates adequate to support O&M and CIPS?	Yes
When was last time rates were adjusted?	2006 ✘
Has a water rate study been performed? When?	2006 ✔
Is there a meter charge or ready to serve charge?	Yes (\$6.51/mo)
Is a copy of the water rate schedule and ordinance available?	Yes

**Comments:** Proper operation and maintenance cannot be performed without adequate revenue. The table of permitted amount of WM in feet does not include 4050 ft in 2009 and 7558 ft in 2011, since these amounts were to replace existing water main and do not reflect growth.

**Repair Parts Inventory**

Extra Mains (Sections for Each Size in Service)	some 8" and 4"
Repair Clamps (2 or more for each size)	Yes
Tees, Crosses & Elbows	Yes
Hydrants	spare parts - salvaged old hydrants
Valves	Yes - 4", 6", 8" & 12"
Services (Corp & Curb Stops, Clamps and Lines)	Yes - All sizes
Other	

**Safety Issues**

Confined Space Entry Program in Place % Followed (Y/N)	Does not enter C.S.	Yes - 100 % of time
Trench Safety Program in Place & Followed (Y/N)		Not in writing

**Comments:**  
 Have begun training so that staff will be able to identify & enter non-permit required spaces.  
 Most construction and repair work is contracted.

**PROGRAM COMPLIANCE**

**Cross Connection Programs**

Ordinance No. 26.150-26.158 Date: 1/14/1974  
 Approved Program (Y/N)? Yes Date: 8/18/1997  
 Staff Assigned to Program, (No., Dept and/or who) Blair Selover  
 Is Annual Cross Connection report required (Y/N)? Yes  
 Was previous year's annual report received (Y/N)? Yes Date Received: 4/1/2011  
 Was previous year's annual report acceptable (Y/N)? Yes  
 Inspection Status: up-to-date  
 Device Testing Frequency: 36 months  
 Recordkeeping: status list is maintained for all accounts  
 Private Well Isolation/Abandonment Procedure: \_\_\_\_\_  
 Comments: New plan needs to be prepared & submitted.

**Annual Pumpage Reports**

Is Annual Pumpage Report required (Y/N)? No  
 Was previous year's annual report received (Y/N)? \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Comments:

**Monthly Operator Reports**

Are Monthly Operation Reports required (Y/N)? Yes  
 Were all previous year's reports received (Y/N)? Yes Timely? Yes  
 Are previous year's reports acceptable (Y/N)? Yes  
 If no, describe problems: \_\_\_\_\_  
 Comments:

**Consumer Confidence Reports**

Is the annual CCR required? (Y/N) Yes  
 Was the previous year's report received? (Y/N) Yes Timely? Yes  
 Was the previous year's acceptable? (Y/N) Yes  
 Was the previous year's certification form received? (Y/N) Yes Timely? Yes

Comments:

**PROGRAM COMPLIANCE**

**Contingency Plan**

Date of Most Recent Plan: 12/6/2006 Acceptable? No

Filed where? Basic Data-DEQ

Comments: The Village must prepare an Emergency Response Plan, per Rule 325.12302.

**General Plan**

Date of Most Recent Plan: Sep-97 Acceptable? No

Filed Where? DEQ, Village WWTP

Comments: A revised General Plan is needed, due to the new well field, treatment plant and other modifications to the system.

**Reliability Study**

Date of Most Recent Study: 2005-OHM Acceptable? No

Filed Where? Basic Data - DEQ

Comments: This was updated, in effect, by the report Village of Dexter 2008 Water System Improvements, dated July 2008.

**Permits**

Applies for and obtains permits prior to construction (Y/N):	<u>Y</u>
Reviews plans from engineers and/or developers prior to submittal to DEQ (Y/N):	<u>Y</u>
Standard specifications on file at CWS (Y/N):	<u>N</u>
If applicable, adheres to contract with supplier regarding plan submittal (Y/N):	<u>Y</u>
Follows master plan for any construction (Y/N):	<u>Y</u>
Actually follows plans as permitted (Y/N):	<u>Y</u>
Develops as-built plans (Y/N):	<u>Y</u>
Updates general plans (Y/N):	<u>Y</u>

Date of Last Master Plan: 2008

**Capacity Development**

	Submitted	Acceptable
<b>Technical Capacity</b>		
Site and/or general plan	<u>                    </u>	<u>                    </u>
System reliability addressed-dual feeds, standby power, storage	<u>                    </u>	<u>                    </u>
Purchase agreement	<u>                    </u>	<u>                    </u>
<b>Financial Capacity</b>		
Acknowledgement of annual fee	<u>                    </u>	<u>                    </u>
Annual budget plan for next 5 years	<u>                    </u>	<u>                    </u>
Sources of revenues (rates, fees, etc.)	<u>                    </u>	<u>                    </u>
Planned expenses (O&M, administrative, engineering, accounting debt service)	<u>                    </u>	<u>                    </u>
Capital improvements costs/account & plans	<u>                    </u>	<u>                    </u>
Capital replacement account and plans	<u>                    </u>	<u>                    </u>
Documentation of acceptance repayment plans from lending and bond authorities	<u>                    </u>	<u>                    </u>
<b>Managerial Capacity</b>		
Chain of command and clear lines of responsibility	<u>                    </u>	<u>                    </u>
Sample site plans	<u>                    </u>	<u>                    </u>
Acknowledgement of monitoring costs	<u>                    </u>	<u>                    </u>
Cross connection control program	<u>                    </u>	<u>                    </u>
Standard Specifications	<u>                    </u>	<u>                    </u>
Plans/Methods for providing legal doctrine (ordinances, policies, plans)	<u>                    </u>	<u>                    </u>
Customer complaint handling format	<u>                    </u>	<u>                    </u>
Operator training program	<u>                    </u>	<u>                    </u>
Acknowledgement of monitoring costs	<u>                    </u>	<u>                    </u>
Cross connection control program	<u>                    </u>	<u>                    </u>
Standard Specifications	<u>                    </u>	<u>                    </u>
Plans/Methods for providing legal doctrine (ordinances, policies, plans)	<u>                    </u>	<u>                    </u>
Customer complaint handling format	<u>                    </u>	<u>                    </u>
Operator training program	<u>                    </u>	<u>                    </u>



**MONITORING**

**Bacteriological**

Date of Approved Site Sampling Plan : Dec-06

Are samples still being collected in accordance with the plan? (Y/N) Yes

Number of samples required each month: 5  
 Basis for Setting Number of Monthly Samples: Population

Certified Lab Used: Dexter WWTP

MCL, Monitoring or Reporting Violation(s)? (Y/N) No  
 Number & Type of Violations in past 12 months \_\_\_\_\_

Public Notice Issued according to regulations? (Y/N) \_\_\_\_\_

Comments: Needs to be updated to reflect changes in staff, both at the Village and at DEQ, and the population increase.

**Chemical**

Date of Monitoring Schedule: 2010

Are samples still being collected in accordance with the schedule? (Y/N) Yes

Were nitrate, nitrite and fluoride (or partial chemical) samples collected? (Y/N) Yes

If nitrate detect, what is concentration?	<u>0.9 mg/l</u>	<u>Jun-10</u>	Sample Site:	<u>Plant Tap</u>
If nitrite detect, what is concentration?	_____	_____	Sample Site	_____

Detects for metals > 50% of MCL? (Y/N) No  
 Metals (list) \_\_\_\_\_

Detects for VOCs (Y/N) No

Detects for SOCs (Y/N) No

DBP Sampling Done? (Y/N/Waived) Yes  
 If yes, done to site sampling plan? (Y/N) Yes

**Lead and Copper Monitoring**

No. of Samples Required: 40  
 Semi Annual/Annual/Triennial Semi Annual

Exceedance of lead or copper action level (Y/N) YES-Cu

If yes, was public education issued (Y/N) NA Date Issued: \_\_\_\_\_

Next Monitoring Period: \_\_\_\_\_

Corrosion Control Program, if applicable \_\_\_\_\_

Lead service line replacement status, if applicable NA

Comments: Has applied for permit to install orthophosphate at WTP.

**Radiological Monitoring**

Date of Monitoring Schedule 2010

Are samples still being collected in accordance with the schedule? (Y/N) Yes

Alpha, beta, radium	<u>Yes</u>	Date Collected: <u>2001</u>
Radon	_____	Date Collected _____
Tritium	_____	Date Collected _____

Detects for Rads > 50% of MCL? (Y/N) No  
 If yes, list \_\_\_\_\_

**TREATMENT**

**Disinfection**

Point of Treatment: Iron removal plant & 5th well house  
 Year Initiated: Upgraded in 2010 at Iron Removal Plant and installed at 5th well house same year.  
 Purpose: Disinfection

Location of Injection Pt.: Downstream of iron filters at Iron Removal Plant; before distribution system at 5th well.

Compound & Concentration Sodium hypochlorite 12.5%  
 ANSI/NSF Standard 60 Approval? (Y/N) Yes Alexander Chemical  
 ANSI/NSF Maximum Dosage: 84 mg/l  
 Normal Feed Rate/Dosage 1 - 2.0 mg/l  
 Avg Plant Tap Residual (total) \_\_\_\_\_ mg/l  
 Avg Plant Tap Residual (free) 1.9 mg/l  
 Avg Distribution Residual (total) \_\_\_\_\_ mg/l  
 Avg Distribution Residual (free) 0.2 - 0.5 mg/l  
 Frequency of Residual testing daily  
 Analytical Method Used colorimetric Wheel (i.e. colorimetric Wheel or Tubes; Hand Held Spec)

Any Overfeed Instances? (Y/N) No Date(s): \_\_\_\_\_  
 Any Low Feed Instances? (Y/N) No Date(s): \_\_\_\_\_

Pump Type: PD Model: Prominent  
 Pump Capacity 0.87 gph max  
 \_\_\_\_\_ gpd min  
253 psi

Safety	(Y/N)		(Y/N)
Separate Room	<u>Y</u>	Cylinder Repair Kit	_____
Exhaust fan	<u>Y</u>	Extra Chlorinator or repair kit	_____
Fresh Air Vent	<u>Y</u>	Ammonia Bottle	_____
Door Opens Out With Panic Bar	<u>Y</u>	Self Contained Air Packs	_____
More than 1500 # Cl <sub>2</sub> onsite	<u>N</u>	Training Programs	<u>Y</u>
Electrical Protected from Gas?		Shower/Eye Wash	<u>Y</u>

Comments: Has switched to liquid chlorine. Cl<sub>2</sub> residuals taken daily and pump is adjusted as needed. Backup Cl<sub>2</sub> pump on hand. Vent should be able to draw air from close to the floor, due to chlorine gas vapor high specific gravity.

**Phosphate Addition NA**

Point of Treatment 5th Well House  
 Year Initiated 2011  
 Purpose Iron & Manganese Sequestering  
 Location of Injection Pt. POE  
 Compound & Concentration Aqua Mag Blended Phosphate, 31%  
 ANSI/NSF Standard 60 Approval? Yes  
 ANSI/NSF Std 60 Maximum Dosage 23 mg/l  
 Normal Feed Rate 6.6 mg/l  
 DEQ Permitted Feed Rate or Dosage 0.1 mg/l  
 Avg Plant Tap Residual (total) 1.32 mg/l  
 Residual Testing Technique Hanna test kit

Any Overfeed Instances? (Y/N) \_\_\_\_\_ Date(s): \_\_\_\_\_  
 Any Low Feed Instances? (Y/N) \_\_\_\_\_ Date(s): \_\_\_\_\_

Pump Type: PD Model: LMI  
 Pump Capacity 6.24 gpd max (0.26 gph)  
 \_\_\_\_\_ gpd min  
250 psi

Comment: Have applied for permit to add orthophosphate at Water Treatment/Iron Removal Plant.

**TREATMENT**

**Fluoride**

Location of Injection Pt	<u>H.S. discharge; 5th Well House</u>	
Compound & Strength	<u>25% Hydrofluorosilic Acid</u>	
ANSI/NSF Standard 60 Approval?	<u>Yes</u>	Carus
ANSI/NSF Maximum Dosage:	<u>6</u>	mg/l
Natural water concentration:	<u>0.35 to 0.42</u>	mg/l
Feed Rate	<u>0.28 to 0.35</u>	mg/l
Avg Plant Tap Residual (total)	<u>0.39</u>	mg/l
Analytical Method Used	<u>Specific Ion Meter</u>	(SPDNS, Specific Ion Meter)
Frequency of Testing		
Raw	<u>1 x week</u>	(None on June MOR)
Plant Tap	<u>Daily</u>	
Distribution System	<u>1 x week</u>	(None on June MOR)
Over Feed Protection	<u>Yes, HS pumps &amp; flow meter</u>	
Anti-Siphon Device	<u>Yes, one on each pump</u>	
Wire in Series with Pumps (Well or HS)	<u>Yes</u>	
Wired in Series with Pressure or Flow Meter	<u>Yes</u>	
Any Overfeed Instances? (Y/N)	<u>No</u>	Date(s):
Any Low Feed Instances? (Y/N)	<u>Yes</u>	Date(s): <u>June MOR</u>
Pump Type:	<u>Solenoid operated</u>	Model: <u>Prominent</u>
Pump Capacity	<u>0.29</u>	gph max
		gpd min
	<u>253</u>	psi
Scales		
Date Installed	<u>2010</u>	
Calibration Procedure & Date	<u>Follow manufacturer's guide</u>	

**Comments:**

1. Overfeed protection- The H.S. pump circuits must be energized and flow must be detected at the meter on the H.S. discharge line before the fluoride injection pump will operate. An anti-siphon device is also provided for the injection pump.
2. Frequency of plant tap fluoride testing should be increased to daily.
3. Operator reports difficulties with fluoride pump not allowing adequate feed.

Treatment

Iron/Manganese Removal

Year Installed: Upgraded in 2010  
 Rate Capacity: (firm) 690 gpm (based on 30 min detention required for iron precipitation)  
 Oxidation Method (Air, Chlorine, Permanganate, other): Aeration  
 If air, capacity of compressors: 3675 cfm  
 Air to water ratio: 5.3 cfm/gpm  
 Number of Aerators: one  
 If Chemical oxidation, rating of feed pumps: N/A gpd @ \_\_\_\_\_ psi  
 \_\_\_\_\_ gpd @ \_\_\_\_\_ psi  
 ANSI/NSF Standard 60 Approved Chemical(s) (Y/N): \_\_\_\_\_  
 Maximum Allowable Dosage: \_\_\_\_\_ mg/l  
 Normal Dosage: \_\_\_\_\_ mg/l  
 Feed Point(s): \_\_\_\_\_  
 Number of chemical day tanks and mixers: N/A  
 Detention Tank Volume: 20,700 gallons (20'x14'x10')  
 Detention Time at rated capacity: 30 minutes (assumes there is no short circuiting in tank)

Filter Type \_\_\_\_\_ Pressure \_\_\_\_\_  
 Filter Specifications  
 Number of Cells: 3  
 Filter Size: 300 gpm (Ft. X Ft. or Ft Dia)  
 Media Depth & Characteristics  
 Anthracite 24" UC ES  
 Sand >1.6 0.6-0.8  
 Gravel 14"

Disinfection Points	Available	Normally Used	Periodic Use	Dosage
Wells	<u>X</u>	<u>X</u> (5th well)	_____	<u>1 to 2</u> mg/l
Pre Aerator	_____	_____	_____	_____ mg/l
Prefiltration	_____	_____	_____	_____ mg/l
Post Filtration	<u>X</u>	<u>X</u> (wells 1-4)	_____	<u>1 - 2</u> mg/l

**Treatment Flow Chart:**

Treatment Plant: wells --- aeration ---detention tank --- HS pumps --- filters ---fluoridation & disinfection--- distribution system  
 5th Well House: wells --- fluoridation, blended phosphate & disinfection--- distribution system

**HIGH SERVICE PUMPING:**

Pump Number	1	2	3
Year Installed	<u>2010</u>	<u>2010</u>	<u>2010</u>
Type	<u>VT</u>	<u>VT</u>	<u>VT</u>
Permit Capacity (gpm)	<u>400</u>	<u>400</u>	<u>400</u>
Permit TDH (ft.)	<u>240</u>	<u>240</u>	<u>240</u>
Current Capacity (gpm)	<u>500</u>	<u>500</u>	<u>500</u>
Basis	<u>Flowmeter</u>	<u>Flowmeter</u>	<u>Flowmeter</u>
Current TDH (ft.)	<u>185</u>	<u>185</u>	<u>185</u>
HP	<u>40</u>	<u>40</u>	<u>40</u>
Last Complete Inspection	<u>2010</u>	<u>2010</u>	<u>2010</u>
Last Efficiency Test	_____	_____	_____

Comments: Auxiliary power provided. Has an NPDES permit for discharge from their filter BW lagoon.  
 Treatment plant upgrade in 2010 included new HS pumps, piping and valves.  
 Need to routinely dredge the backwash water lagoon.  
 With 2 HS pumps running, will not meet the required detention time in the clearwell for iron precipitation, and may have an increased iron concentration in finished water.  
 For comparison, the pump rate required to meet the 10 year Max Day Demand is 850 gpm.  
 Should consider increasing size of the detention tank, as this is limiting factor for the Iron Removal Plant.

1. Introduction

2. Methodology

3. Results

4. Discussion

5. Conclusion

6. References

7. Appendix

8. Acknowledgements

9. Contact Information

10. Disclaimer

11. Glossary

12. Index



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
JACKSON DISTRICT OFFICE



STEVEN E. CHESTER  
DIRECTOR

May 15, 2007

Mr. Ed Lobdell  
Utilities Director  
Village of Dexter  
8360 Huron  
Dexter, Michigan 48130

Dear Mr. Lobdell:

Subject: Water Supply – Village of Dexter – WSSN 1810  
Water System Evaluation

We have completed the evaluation of the Village of Dexter Water Supply System. This evaluation is based on my recent inspection of the Village's water system facilities, review of our records, and discussions with the Village staff and consulting engineers. The purpose of this evaluation is to determine the water system compliance with respect to the Michigan Safe Drinking Water Act and the Rules promulgated pursuant to the Act (Act 399, PA 1976, as amended).

In general, we have rated the Village of Dexter Water Supply System as marginally satisfactory. This rating is mostly due to the village's firm well capacity and treatment capacity, which are lower than its maximum day demand. In addition, the water storage capacity is also less than the average day demand.

In order for the Village to improve its water supply system rating, the following items listed below need to be addressed. Detailed information about the listed items can be found in the enclosed Water System Review Data.

1. Well Capacity

The village's firm well capacity is lower than its maximum day demand. We are pleased that the village is in the process of locating a new site for additional wells to increase its firm well capacity. A well site approval was recently issued for the proposed site. We are hoping that a good aquifer can be found and additional wells constructed as soon as possible, so that a sufficient and reliable source of water is provided for the village.

We are also pleased that the village has issued a notice of voluntary summer water restriction to reduce instances of low water pressure and conserve water use, especially during peak hour demand, while a long term solution is being processed.

2. Iron Filter Capacity

The village's need to increase the iron filter removal system firm capacity was discussed in its reliability study. The filter's firm capacity is also less than the maximum day demand, and the village is proposing to also install an iron removal system when the proposed new wells are constructed. Completion of these proposals will improve the reliability of the water supply's treatment system.

3. Water Storage

The water storage tank is used to provide a sufficient amount of water to meet peak hour demands, provide adequate pressure throughout the entire service area, and to supply water during emergencies such as fire, power outages, and others. The minimum recommended

water storage volume is equal to the average day demand. Based on our records, the village's storage volume is only 93 percent of its average day demand. Therefore, the village needs to start planning on how to improve this deficiency.

4. Backwash Water Pond

It is recommended that the village's backwash water pond be routinely dredged so that it could continuously contain the volume of backwash water discharged from the iron removal plant.

5. Operator Certification

The village is currently in compliance with the operator certification requirements, with two D-3 licensed operators and one S-3 licensed operator in place. However, the village population has been growing and when it reaches a population of 4,000 the water supply will need to be operated by a D-2 and S-2 licensed operator. We encourage you and other water staff to start working on obtaining a D-2 and S-2 license so that when the population threshold is reached, properly certified operators are already in place.

6. Undersized and old water mains

While the village is planning on water system improvements for wells, treatment, and storage, it is also recommended that evaluation of the old and undersized water mains be performed and replacing them be considered. Replacement of the undersized and old water mains will improve water pressure and reliability of the water lines.

7. Cross Connection Annual Report

Based on our records we have not received your 2005 and 2006 Annual Cross Connection Reports. Please submit a copy of each report to this office by June 30, 2007.

We are pleased the village has completed its Wellhead Protection Program and is actively implementing it. We are also pleased that Monthly Operations Reports and the Consumer Confidence Reports are submitted on a timely manner.

I am enclosing information about the Drinking Water Revolving Fund for the village to consider in funding its capital improvement project.

Thank you for your time and assistance during my visits. A copy of the "Water System Review" data form is enclosed for your records. Should you have any questions or desire to discuss the contents of this letter, please contact me at [skinkerb@michigan.gov](mailto:skinkerb@michigan.gov) or the number listed below.

Sincerely,

Bethel M. Skinker, P. E.  
District Engineer  
Field Operations Section  
Water Division  
517-780-7876

cc: Rhett Groneveldt, P.E., Orchard, Hiltz & McCliment  
Ms. Donna Eureste, Village Manager  
Washtenaw County Health Department

## 5 Healthy Communities "5H" Meeting Review 9-13-11

The Dexter Coalition successfully consumed the third slice of 5 Healthy Town pie by exploring how we can "Move More" on September 13 at 5:30 in our usual location, the Copeland Board Room. We began with Foggy Bottom wrap sandwiches and delicious fall apples, but before taking that first bite, Julie Huddleston led us in an invigorating Jazzercise stretch. Once we figured out stage left from our actual left, we recognized how good stretching feels (and how important it is to laugh at yourself).

A working dinner ensued and we reviewed the feedback we received on our civic assessment, our plans for September 25 (thank you Mark Ofexa for agreeing to find our cooking team and an adult /child "family" judge via the [dexterpatch.com](http://dexterpatch.com)). The softball team will take on Chelsea at noon on Sunday, and we need volunteers! Jeff Brown from Dexter Builders (a Rotarian friend) will be our captain. Jeff knows that if each of us does a little, no one has to do a lot. Thank you, Jeff!

Richard Lewandowski described his thoughts about community currency and then mentioned something about Mary being a goddess, which was confirmed with the Mrs. Lewandowski seal of goddessliness – a kiss on the cheek! Check out the great description of community currency on this website. It makes it all so clear! <http://www.paulglover.org/hours.html>

Allison Bishop reviewed her suggestion to use our 9/30 mini-grant opportunity for play equipment in the Warrior Creek Park. She received a thumbs-up by those in attendance to pursue this idea, with John and Mary signing off on behalf of the Dexter Coalition. Grant due by September 30 and forms on the website – go Allison go, and please let us know how we can help.

And the flash mob concept – the wrong name, but it's fun, so we continue to keep it- Abby Erickson shared the results of her conversation with Larry Cobler. Colorful identifying shirts, walking or movement events (perhaps participating in the community build to install the play equipment Allison is going to try to get via the grant as an initial event?) a banner across the main drag, and we are ready to grow, and more importantly to build our initiative. Piggy back ideas included having a community Jazzercise in the park with the Julie in the Gazebo leading us all and having permanent markers to identify a few key walking tours through town.

Once the business part of the meeting finished, our special guests share their expertise about moving more. Many thanks to Cheri McLean, who could not be with us due to her cross country coaching obligations, for arranging a wonderful array of local experts whose experience beautifully complemented each other.

Ron Warhurst from The Running Institute spoke to us about his coaching experience at U of M and the fact that a good number of us run like ducks and could benefit from some analysis and coaching on how to use our bodies in a safer and more effective manner. He also suggested having soft trails such as wood paths that can be easily accessed within the community. He supported putting up permanent markers to identify community walk locations.

Peg Tewksbury recapped the Get Fit Dexter initiative from 1997 (fourteen years ago? How time flies!). The idea of a health fair structure such as Get Fit Dexter seemed to resonate with the group, but this time we'll 86 the rain on the parade.

Gloria Leininger from the Healing Arts Center talked to us about the benefits of massage, the benefits to athletes, the importance of understanding good touch and bad touch, and finding the balance between too much and too little activity. She also talked about teaching people to help themselves through stretches and healthy habits.

Kimberly Theros introduces us to Anusara Yoga and shared a personal story about how Yoga changed her life after a serious accident ten years ago. Yoga benefits the young, old, the injured, the healthy, and positively impacts, balance, strength, and flexibility as well as an overall feeling of wellness and clear thinking. After a good hip stretch, we understood that we could use more of this sort of activity.

Allison and Paul updated us on the Border to Border Trail project – the miracle of working with four governmental agencies collaboratively and actually getting something done. This project will draw people to Dexter beyond what we can imagine. This draw will require bathrooms, and not of the porta-potty variety. Making people see the community as an easy place to be active with appropriate facilities was supported by many in attendance.

We concluded by thinking of two things we can do as a community to promote movement and shared these ideas in a clockwise, counterclockwise activity.

The meeting adjourned at about 7:40 p.m.

Next meeting – October 11, 2011 at Copeland – 5:30 p.m. We will focus on avoiding unhealthy substances. I wonder if John is doing research for us in Scotland!

Respectfully submitted (but don't be shy to correct anything I screwed up),

Your stateside Co-Motivator – Mary Marshall

## Village of Dexter - Industrial Facilities Tax Exemptions

<b>Real Property - Active</b>			
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
<b>Personal Property - Active</b>			
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
<b>Real Property - Expired Over The Past 5 Years</b>			
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
<b>Personal Property - Expired Over The Past 5 Years</b>			
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



## Village President Report

AGENDA 9-26-11  
ITEM I-5

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities and future meeting schedule:

### Activities Since my Last Report

Edison Street Sidewalk Location – As residents may or may not know, the question of where to place new sidewalk along Edison Street appeared verbally under the Village Manager report at our August 22<sup>nd</sup> meeting. Council and residents will recall that the next day a public information meeting was held with the residents to inform them of the Village's standards and the timing of the project. I have continued to stay in touch with those residents that have approached me with concerns on this issue. On September 16<sup>th</sup>, Donna Dettling, Courtney Nicholls and I walked both sides of Edison Street to review the options. We interacted with 4 residents while we were walking and reviewing the options.

September 14, 2011 – Regional Fire Department Committee meeting at 3:30 pm at Scio Township offices – we met to continue discussions on the interlocal agreement, but spent most of our time revisiting topics related to the transition plan. We scheduled a follow-up meeting to discuss the transition plan in more detail for September 28<sup>th</sup>.

September 15, 2011 – Village of Dexter Downtown Development Authority Meeting – no significant action was taken, however discussion continued regarding entering into new leases with several of the tenants currently located in the DAPCO building.

September 15, 2011 – State Boundary Commission (SBC) meeting – the Boundary Commission voted 5 to 0 to recommend the Findings of Fact to the Director of the Licensing and Regulatory Affairs for his signature. The Findings recommended “legal insufficiency”. Village Council will be discussing next steps as part of the September 26<sup>th</sup> Agenda.

September 16, 2011 – Utility Committee meeting at Village offices – along with Trustee Semifero, Village Manager Donna Dettling, Assistant Village Manager Courtney Nicholls, Dan Schlaff of the Village Water/Sewer Department and Rhett Gronevelt of OHM, we discussed the S2 Grant opportunity and the timing of the potential SRF Sludge Storage project.

September 19, 2011 – Meeting with Blackhawk Development – this meeting was originally set for September 6<sup>th</sup> and was rescheduled for this past Monday. It was set up by our attorney to meet with Blackhawk's attorney over the property at Dan Hoey and Lexington. Blackhawk's attorney was simply requesting the Village open up a dialogue regarding the use of the property at Lexington and Dan Hoey. Community Development Manager Allison Bishop, Village Manager Donna Dettling and Village Attorney Steve Estey from Dykema attended along with Ron Reynolds representing Blackhawk Development. The property in question dates back to development that took place approximately 12 years ago. Next steps include verification of some facts regarding Village utilities and assets in the vicinity of the property.

### Future Activities

I still need to meet with applicants to fill one open seat on the Arts, Culture & Heritage Committee. We have received an application for a vacancy on the DDA and I have a meeting set up with this person for next week.

September 21, 2011 – Economic Gardening Workshop in Lansing

September 26, 2011 – Village Council Meeting

September 28, 2011 - Fire Department Committee meeting at 3:30 pm at Scio Township offices – discussion will focus on the transition plan.

September 29, 2011 – Website Committee meeting – we will review follow-up submittals from various consultants and hopefully work toward a recommendation to Village Council for the October 10<sup>th</sup> meeting.

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

Shawn Keough

Village President

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

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



VENDOR APPROVAL SUMMARY REPORT

Date: 09/21/2011

Time: 3:15pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	BATTERY	489.38	0.00
AMES PLUMBING & PUMP COMPANY	AMES	SERVICE WWTP	4,095.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
BDS ENVIROMENTAL	BDS	REMOVAL OF ASBESTOS	725.00	0.00
BOB JOHNSON	B. JOHNSON	h2o meter refund deposit	75.00	0.00
BOULLION SALES	BOULLION	POLLY ROLLER	153.34	0.00
BRUENINGER FARMS	BRUENINGER	COMPOST CONTRACT	2,250.00	0.00
COMCAST	COMCAST	DPW	143.95	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	FUEL	1,448.59	0.00
COURTNEY NICHOLLS	COUR	DEPOSIT ON CYLINDER	783.44	0.00
DEXTER VILLAGE	DEXVIL	WATER BILLS	2,048.04	0.00
DIVERSIFIED INSPECTION INDEPEN	DIVERS INS	SAFETY INSPECTIONS	811.20	0.00
DTE ENERGY	DET EDISON	3219 953 0006 8	342.00	0.00
DYNA CAL, LLC	DYNACAL	SUBSCRIPTION	420.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	SUPPLIES	1,551.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	81.00	0.00
HOPP ELECTRIC, INC.	HOPPS	PHOTOCELLS	174.00	0.00
IRON CREEK CONSTRUCTION INC	IRON CREEK	STORM SEWER REPAIR	800.00	0.00
JJR, LLC	JJR, LLC	MILL POND	3,948.99	0.00
KLAPPERICH WELDING	KLAPPERICH	DAN HOEY RD	120.00	0.00
LINCOLN NATIONAL LIFE INS CO	LINCOLN LI	COVERAGE 10/1-11/1/11	444.45	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	AUGUST INVOICES	42.98	0.00
MELISSA KESTERSON	MEL KESTER	AUGUST 2011	45.00	0.00
METRO ENVIROMENTAL SERVICES	METRO ENVI	VACTOR SERVICE	2,212.50	0.00
MICHIGAN MUNICIPAL RISK	MI RISK MG	COVERAGE 07/01/11-06/30/12	29,517.00	0.00
MICHIGAN RURAL WATER ASSOC	MI RURAL W	BUILDING FUND DONATION	525.00	0.00
MUNICIPAL SUPPLY CO.	MUNI SUPPL	BOOTS	75.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	PERIOD 08/7-09/06	258.51	0.00
NORFOLK SOUTHERN RAILWAY CO	NOR S RAIL	LEASE	250.00	0.00
PARAGON LABORATORIES INC	PARA	LAB	50.00	0.00
RADTKE TRUCKING, LLC	ROY R	TOP SOIL	225.00	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	LEASE	1,089.77	0.00
ROMINE CONSTRUCTION L.L.C.	ROMINE	CONCRETE WORK AT 3510 OLIVER	4,785.00	0.00
S & S MASONARY	S & S	FOUNDATION FOR TANK	350.00	0.00
SANDBURG CO	SANDBURG C	DOOR	81.00	0.00
SCHWALBACH'S AUTO CARE	SCHWALBACH	TIRES	808.00	0.00
SMALL BUSINESS ASSOC OF MICH	SBAM	HEALTH INS	15,998.25	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL	38,085.40	0.00
Grand Total:			115,308.54	0.00

INVOICE APPROVAL LIST BY FUND

Date: 09/21/2011  
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Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: General Fund</b>								
<b>Dept: Village Council</b>								
101-101.000-956.600			Council Di	COURTNEY NICHOLLS COUNCIL	0	09/20/11	09/20/2011	24.65
101-101.000-956.000			Council Di	COURTNEY NICHOLLS FOOD FOR COUNCIL	0		09/19/2011	35.84
101-101.000-959.000			Arts, Cult	COURTNEY NICHOLLS ARTS ALLIANCE	0	09/19/11	09/19/2011	50.00
Total Village Council								110.49
<b>Dept: Village Manager</b>								
101-172.000-721.000			Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	1,858.58
101-172.000-722.000			Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	116.38
101-172.000-861.000			Travel & M	COURTNEY NICHOLLS MILEAGE	0		09/19/2011	49.95
Total Village Manager								2,024.91
<b>Dept: Village Clerk</b>								
101-215.000-901.000			Printing &	HERITAGE NEWSPAPERS LEGALS	0	09/20/11	09/20/2011	81.00
Total Village Clerk								81.00
<b>Dept: Village Treasurer</b>								
101-253.000-721.000			Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	1,335.01
101-253.000-722.000			Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	34.81
Total Village Treasurer								1,369.82
<b>Dept: Buildings &amp; Grounds</b>								
101-265.000-727.000			Office Sup	ARBOR SPRINGS WATER CO. INC OFFICE	0	1290071	09/19/2011	5.75
101-265.000-801.000			Contracted	DYNA CAL, LLC SUBSCRIPTION	0	160207	09/20/2011	420.00
101-265.000-803.000			Contracted	ABSOLUTE COMPUTER SERVICES BACK UP SERVICE	0	63319	09/19/2011	360.00
101-265.000-936.000			Equip Serv	RICOH AMERICAS CORPORATION LEASE	0	413297606	09/20/2011	1,089.77
101-265.000-962.000			Community	MELISSA KESTERSON AUGUST 2011	0	09/20/11	09/20/2011	45.00
101-265.000-977.000			Equipment	ABSOLUTE COMPUTER SERVICES BATTERY	0	2656	09/19/2011	129.38
Total Buildings & Grounds								2,049.90
<b>Dept: Law Enforcement</b>								
101-301.000-920.000			Utilities	DEXTER VILLAGE WATER BILLS	0	09/21/11	09/21/2011	197.14
Total Law Enforcement								197.14
<b>Dept: Fire Department</b>								
101-336.000-920.000			Utilities	DEXTER VILLAGE WATER BILLS	0	09/21/11	09/21/2011	246.42
Total Fire Department								246.42
<b>Dept: Planning Department</b>								
101-400.000-721.000			Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	1,335.01
101-400.000-722.000			Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	33.14
Total Planning Department								1,368.15
<b>Dept: Department of Public Works</b>								
101-441.000-721.000			Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	1,257.29
101-441.000-722.000			Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	35.68
101-441.000-740.000			Operating	MUNICIPAL SUPPLY CO. BOOTS	0	61073	09/20/2011	25.00
101-441.000-751.000			Gasoline &	CORRIGAN OIL COMPANY FUEL	0	09/21/11	09/21/2011	422.56

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
<b>Fund: General Fund</b>							
Dept: Department of Public Works							
101-441.000-920.000	Utilities	DEXTER VILLAGE		0		09/21/2011	65.70
		WATER BILLS			09/21/11		
101-441.000-920.000	Utilities	DEXTER VILLAGE		0		09/21/2011	49.28
		WATER BILLS			09/21/11		
101-441.000-920.000	Utilities	COMCAST		0		09/20/2011	143.95
		DPW			09/20/11		
101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS		0		09/20/2011	129.26
		PERIOD 08/7-09/06			09/20/11		
							-----
						Total Department of Public Works	2,128.72
Dept: Downtown Public Works							
101-442.000-740.000	Operating	HOPP ELECTRIC, INC.		0		09/20/2011	174.00
		PHOTOCELLS			53780		
101-442.000-920.000	Utilities	DTE ENERGY		0		09/21/2011	52.00
		3219 953 0306 8			09/21/11		
							-----
						Total Downtown Public Works	226.00
Dept: Solid Waste							
101-528.000-805.000	Solid Waste	WASTE MANAGEMENT		0		09/20/2011	18,472.84
		RESIDENTIAL			7157014		
101-528.000-805.000	Solid Waste	WASTE MANAGEMENT		0		09/20/2011	19,612.56
		COMMERCIAL			7157160		
101-528.000-806.000	Contracted	BRUENINGER FARMS		0		09/19/2011	2,250.00
		COMPOST CONTRACT			09/19/11		
							-----
						Total Solid Waste	40,335.40
Dept: Parks & Recreation							
101-751.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH		0		09/20/2011	202.79
		HEALTH INS			09/20/11		
101-751.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO		0		09/21/2011	5.76
		COVERAGE 10/1-11/1/11			09/21/11		
							-----
						Total Parks & Recreation	208.55
Dept: Insurance & Bonds							
101-851.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH		0		09/20/2011	631.90
		HEALTH INS			09/20/11		
101-851.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		09/21/2011	12,692.31
		COVERAGE 07/01/11-06/30/12			93401-1		
							-----
						Total Insurance & Bonds	13,324.21
Dept: Capital Improvements							
101-901.000-975.011	Property A	BDS ENVIRONMENTAL		0		09/21/2011	725.00
		REMOVAL OF ASBESTOS			3527		
							-----
						Total Capital Improvements	725.00
							-----
						Fund Total	64,395.71
<b>Fund: Major Streets Fund</b>							
Dept: Storm Water							
202-445.000-803.000	Contracted	IRON CREEK CONSTRUCTION INC		0		09/20/2011	800.00
		STORM SEWER REPAIR			09/20/11		
							-----
						Total Storm Water	800.00
Dept: Routine Maintenance							
202-463.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH		0		09/20/2011	1,054.51
		HEALTH INS			09/20/11		
202-463.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO		0		09/21/2011	29.93
		COVERAGE 10/1-11/1/11			09/21/11		
202-463.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		09/21/2011	2,656.53
		COVERAGE 07/01/11-06/30/12			93401-1		
							-----
						Total Routine Maintenance	3,740.97
Dept: Traffic Services							
202-474.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH		0		09/20/2011	324.46
		HEALTH INS			09/20/11		
202-474.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO		0		09/21/2011	9.21
		COVERAGE 10/1-11/1/11			09/21/11		
202-474.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK		0		09/21/2011	354.20
		COVERAGE 07/01/11-06/30/12			93401-1		

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount	
			Abbrev	Invoice Description					
<b>Fund: Major Streets Fund</b>									
Dept: Traffic Services									
								Total Traffic Services	687.87
Dept: Winter Maintenance		202-478.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	648.93	
		202-478.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0	93401-1	09/21/2011	442.76	
								Total Winter Maintenance	1,091.69
								Fund Total	6,320.53
<b>Fund: Local Streets Fund</b>									
Dept: Storm Water									
		203-445.000-740.000	Operating	KLAPPERICH WELDING DAN HOEY RD	0	127	09/20/2011	120.00	
		203-445.000-803.000	Contracted	ROMINE CONSTRUCTION L.L.C. CONCRETE WORK AT 3510 OLIVER	0	8/17/11	09/21/2011	2,392.50	
								Total Storm Water	2,512.50
Dept: Routine Maintenance		203-463.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	324.46	
		203-463.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	9.21	
		203-463.000-740.000	Operating	RADTKE TRUCKING, LLC TOP SOIL	0	09/20/11	09/20/2011	225.00	
		203-463.000-803.002	Pavement M	ROMINE CONSTRUCTION L.L.C. CONCRETE WORK AT 3510 OLIVER	0	8/17/11	09/21/2011	2,392.50	
		203-463.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0	93401-1	09/21/2011	687.75	
								Total Routine Maintenance	3,638.92
Dept: Traffic Services		203-474.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	81.12	
		203-474.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0	93401-1	09/21/2011	345.35	
								Total Traffic Services	426.47
Dept: Winter Maintenance		203-478.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	162.23	
		203-478.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	2.30	
		203-478.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	4.60	
		203-478.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0	09/21/11	09/21/2011	18.42	
		203-478.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0	93401-1	09/21/2011	442.75	
								Total Winter Maintenance	630.30
								Fund Total	7,208.19
<b>Fund: Municipal Streets</b>									
Dept: Administration									
		204-248.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0	09/20/11	09/20/2011	679.75	
								Total Administration	679.75
								Fund Total	679.75
<b>Fund: Equipment Replacement Fund</b>									
Dept: Department of Public Works									
		402-441.000-939.000	Vehicle Ma	DIVERSIFIED INSPECTION INDRPEN SAFETY INSPECTIONS	0	203964	09/20/2011	811.20	
		402-441.000-939.000	Vehicle Ma	BOULLION SALES POLLY ROLLER	0	208427	09/19/2011	153.34	

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	

Fund: Equipment Replacement Fund  
 Dept: Department of Public Works

Total Department of Public Works	964.54
Fund Total	964.54

Fund: Mill Creek Park Project Fund  
 Dept: Capital Improvements

405-901.000-830.000	Engineerin	JJR, LLC MILL POND	0		0084447	09/20/2011	3,948.99
Total Capital Improvements							3,948.99
Fund Total							3,948.99

Fund: Sewer Enterprise Fund  
 Dept: Sewer Utilities Department

590-548.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0			09/20/2011	3,244.63
590-548.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0			09/20/2011	1,462.86
590-548.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0			09/21/2011	87.01
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY FUEL	0			09/21/2011	1,026.03
590-548.000-802.000	Profession	NORFOLK SOUTHERN RAILWAY CO LEASE	0		9109012136	09/21/2011	250.00
590-548.000-802.000	Profession	METRO ENVIROMENTAL SERVICES VACTOR SERVICE	0		44553	09/20/2011	2,212.50
590-548.000-803.003	Sludge hau	AMES PLUMBING & PUMP COMPANY SERVICE WWTP	0			09/21/11	4,095.00
590-548.000-803.003	Sludge hau	LOWE'S BUSINESS ACCOUNT AUGUST INVOICES	0			09/20/11	42.98
590-548.000-803.003	Sludge hau	ETNA SUPPLY CO SUPPLIES	0		S100217250001	09/20/2011	1,551.00
590-548.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0		93401-1	09/21/2011	8,855.10
590-548.000-920.000	Utilities	DEXTER VILLAGE WATER BILLS	0			09/21/11	1,489.50
590-548.000-920.000	Utilities	DTE ENERGY 4667 427 0001 9	0			09/21/2011	290.00
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS PERIOD 08/7-09/06	0			09/20/11	77.55
590-548.000-939.000	Vehicle Ma	SCHWALBACH'S AUTO CARE TIRES	0		6027	09/20/2011	808.00
Total Sewer Utilities Department							25,492.16
Fund Total							25,492.16

Fund: Water Enterprise Fund  
 Dept: Assets, Liabilities & Revenue

591-000.000-255.000	Cust Depos	BOB JOHNSON h2o meter refund deposit	0			09/21/11	75.00
Total Assets, Liabilities & Revenue							75.00

Dept: Water Utilities Department

591-556.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0			09/20/2011	811.15
591-556.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH HEALTH INS	0			09/20/11	583.57
591-556.000-722.000	Life & Dis	LINCOLN NATIONAL LIFE INS CO COVERAGE 10/1-11/1/11	0			09/21/11	58.00
591-556.000-740.000	Operating	MUNICIPAL SUPPLY CO. BOOTS	0		61073	09/20/2011	50.00
591-556.000-802.000	Profession	S & S MASONARY FOUNDATION FOR TANK	0			09/21/11	350.00
591-556.000-824.000	Testing &	PARAGON LABORATORIES INC LAB	0		67885	09/20/2011	50.00
591-556.000-911.000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE 07/01/11-06/30/12	0		93401-1	09/21/2011	3,040.25

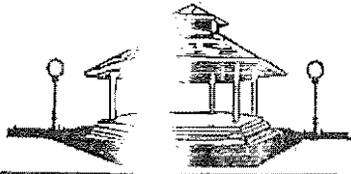
INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: Water Enterprise Fund									
Dept: Water Utilities Department									
		591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS PERIOD 08/7-09/06	0	09/20/11	09/20/2011	51.70	
		591-556.000-956.000	Membership	MICHIGAN RURAL WATER ASSOC BUILDING FUND DONATION	0	CV9520-11	09/20/2011	525.00	
								Total Water Utilities Department	5,519.67
Dept: Capital Improvements									
		591-901.000-974.000	CIP Capita	SANDBURG CO DOOR	0	5269193	09/20/2011	81.00	
		591-901.000-974.000	CIP Capita	COURTNEY NICHOLLS DEPOSIT ON CYLINDER	0	185152	09/19/2011	623.00	
								Total Capital Improvements	704.00
								Fund Total	6,298.67
								Grand Total	115,308.54





AGENDA 9-26-11

ITEM J-2

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

Date Received: \_\_\_\_\_  
Receipt #: \_\_\_\_\_

APPLICATION AND RELEASE OF LIABILITY WAIVER  
FOR PARK/FACILITY USE  
and/or  
ROAD CLOSURE

EVENT: Dexter High School Homecoming EVENT DATES/TIMES: September 30, 2011  
Parade 1:30 - 2:30 pm  
EVENT LOCATION: Downtown Dexter

Applicant/Sponsoring Party Mollie Sharrar - DHS Phone/Email  
734-274-1027 / sharrorm@dexterschools.org

Primary Contact Mollie Sharrar Phone/Email as above

Secondary Contact Ken Koenig Phone/Email 734-424-4240 x7003

Address (City, State, Zip) 2200 N. Parker Rd., Dexter, MI 48130

Event Description: Homecoming Parade

TYPE OF EVENT (Check all that apply)

- Park Use
- Facility Use: List the Facility \_\_\_\_\_
- Road Closure: List Event Parade (Village Council Approval Required) DATE APPROVED \_\_\_\_\_
- Fire/Open Burning (DAFD Approval Required) DATE APPROVED \_\_\_\_\_

FEES

Residents – 1/4 hours  
Non Village Residents – \$150/4 hours, \$50 each additional hour  
Chamber, Non-profits, Community Events exempt from fee  
\*\$200 Damage Deposit Required

THE FOLLOWING ACTIVITIES REQUIRE A PERMIT (Check all that apply)

- Road Closure – additional requirements apply.
- Homecoming Parade – additional requirements apply.
- Conduct exhibitions, erect any building or structure, sell or giveaway any food, drink, or other upon or across park grounds.
- Display or offer for sale, any article in any park or recreation area.
- Hold assembly involving 30 participants or more (exempts classroom activities).
- Distribute, deliver or place any bill, billboard, placard, banner, circular, or other advertisement – additional requirements apply.
- Furnish and/or consume any beer, wine, or other alcoholic beverage within the boundaries of any park or recreation area – additional requirements apply.
- Fire or other open burning activities. Type of Burning: \_\_\_\_\_

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (includes administrative application fee).
2. Village Services - Provide information on the requested village services, i.e. barricades, detour signs, etc.

**TERMS OF USE**

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

1. Compensation, rental fees and damage deposits, must be paid in full before the permit is granted.
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 or designated space for the period defined in this permit.
3. The high traffic 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 in 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 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 (use of nails, tape, etc.) are to be made to any park asset, including gazebos, light poles, etc. without the express written consent of the Village of Dexter. All trees, shrubbers, and other landscaping, and memorials are to be protected from damage and not subject to wear and tear from the authorized activity.
7. A \$2,000.00 damage deposit will be required for ALL events. The deposit will be returned upon inspection of the facilities the following workday. The deposit may be picked up or destroyed upon inspection of the facilities the following workday. Damage will be documented with photos and provided to applicant if any portion of the damage deposit is retained. Damage consists of anything that requires the use of resources or additional contracts to repair and/or restore.
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 extent 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 operations have the right to invoice the Sponsoring Party for additional costs incurred as a result of the authorized use specified in this permit. It is the responsibility of the Sponsoring Party to pay such costs. Such costs may be related but not limited to damage to facilities, landscaping, sidewalks, grass, or other park assets, or post-activity area or facility clean-up.
10. The Sponsoring Party must provide a copy of the permit, if requested, at the event.

**HOLD HARMLESS**

To the fullest extent possible, I, the undersigned, on behalf of, in defense of, and in behalf of the Village of Dexter, which may be held liable by others working on the premises for loss of use thereof, hereby agree to defend, pay in full, and hold the Village of Dexter, its elected and appointed officials, employees and volunteers and others working in Dexter harmless from any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteer or others working on the premises of Dexter, by reason of personal injury, including bodily injury or death and/or property damage, including any loss or expense in any way connected or associated with this contract.

Date 9-9-11 Name Mollie Oshara

FOR OFFICE USE

Approved/Designated by \_\_\_\_\_ Title: \_\_\_\_\_

Approval Granted on \_\_\_\_\_ Conditions: \_\_\_\_\_

<input type="checkbox"/>	Village of Dexter	_____
<input type="checkbox"/>	Neighborhood	_____
<input type="checkbox"/>	City of Dexter	_____
<input type="checkbox"/>	\$500.00	_____
<input type="checkbox"/>	\$1,000.00	_____
<input type="checkbox"/>	\$2,000.00	_____
<b>POSTED:</b>		_____
<b>FEE:</b>		_____

Thank you for supporting the Village of Dexter and Dexter's Parks.  
 Please let us know how we can help by contacting the Village Offices at 734-426-8303 or by visiting our website at [www.villageofdexter.org](http://www.villageofdexter.org)  
 We encourage you to contact the Dexter Area Chamber of Commerce at 734-426-0887 for information on local businesses that may be able to assist in making your event a success.

3. Road Closure Applications - A complete diagram/map/routes for events and road closures must include distances, schedule, etc. Sheriff's Dept. and Fire Dept. approvals are required for road closures. Contracts and authorizations will be required prior to permit approval. This can take up to 3 weeks, please plan accordingly. Upon approval by both departments obtain signatures below. 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: Meeting held 9-20-11

Contact the Washtenaw County Sheriff Department substation-Dexter (734) 424-0587- to arrange contracted officers for events requiring road closures. Provide copy of agreement/contract with WCSD.

Contact the Dexter Area Fire Department (734) 426-4500 to arrange contracted services or to provide information for event requiring road closures. Provide copy of agreement/contract with the DAFD.

[Signature] 9-20-11  
DA Signature Date

[Signature] 9-20-11  
WCSD Signature Date

Provide the Village with a road closure barricade and sign plan indicating where road closures are required. The Village of Dexter has four (4) road closure barricades available for use therefore additional contracts may be required. Contact Poco-734-397-1677; or Spartan- 313-292-2488, if applicable.

Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction. Contact the Village for more information on jurisdiction.

4. Insurance -

Private and/or Nonprofit Group Sponsored Event or Personal Events (weddings, birthday parties, etc.) - The following insurance coverage's are required:

- i. Home Owners Policy coverage certificate or renters policy with general liability coverage of \$100,000 must be provided to show host coverage for offsite events in an amount.
- ii. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.

Alcohol - Events

- i. Selling alcohol requires a permit from the Michigan Liquor Control Commission. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers, is required. Alcohol sales must be separate and fenced from the rest of the event.
- ii. Serving alcohol at a private/host events requires a Home Owners Policy or renters policy with \$1,000,000 worth of coverage for Host Liquor. Single day coverage may be necessary for special events. Applicants should check with their insurance companies. Copies of coverage certificates are required prior to issuance of permit.

5. Host/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.

6. Signage - On site and off site signage is permitted with approval. See *Temporary Sign Permit*.

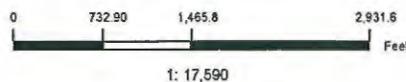
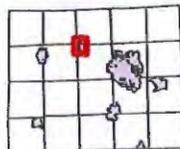
7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.

8. Waste Management - Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 796-9696.

9. Publicity Methods - Please circle all that apply: (Village event calendar, village newsletter, Dexter Chamber Newsletter, Flyers, Brochures, Banners, Other \_\_\_\_\_)



**Parade Route 2011**



9/20/2011



**NOTE: Parcels may not be to scale.**

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

© 2011 Washtenaw County

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

To: President Keough & Council  
From: Courtney Nicholls, Assistant Village Manager  
Date: September 21, 2011  
Re: Edison Street Sidewalk

Below is the summary of action taken on the Edison Street sidewalk at the last Council meeting:

Motion Carson, Second Tell to place the Edison Street sidewalk one foot off a hypothetical sixty foot right-of-way line on the side of the street impacted by the water main project

Amendment by Semifero to allow residents on Edison to opt out of having a sidewalk placed in the right-of-way - Amendment not considered due to lack of a second

Amendment by Semifero, Seconded by Fisher to place the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on the side of the street impacted by the water main project.

Motion by Semifero, Seconded by Fisher to postpone action on the Edison Street sidewalk until exhibits can be created that show the placement of the sidewalk one foot off the right-of-way or a minimum of 25 feet away from the front of a home on both sides of the street.

Ayes: Fisher, Semifero, Cousins, Keough

Nays: Tell, Carson, Smith

Motion carries

As requested, updated plans have been provided that show the sidewalk on both sides of the street at the 99' right-of-way line but no closer than 25' from any home.



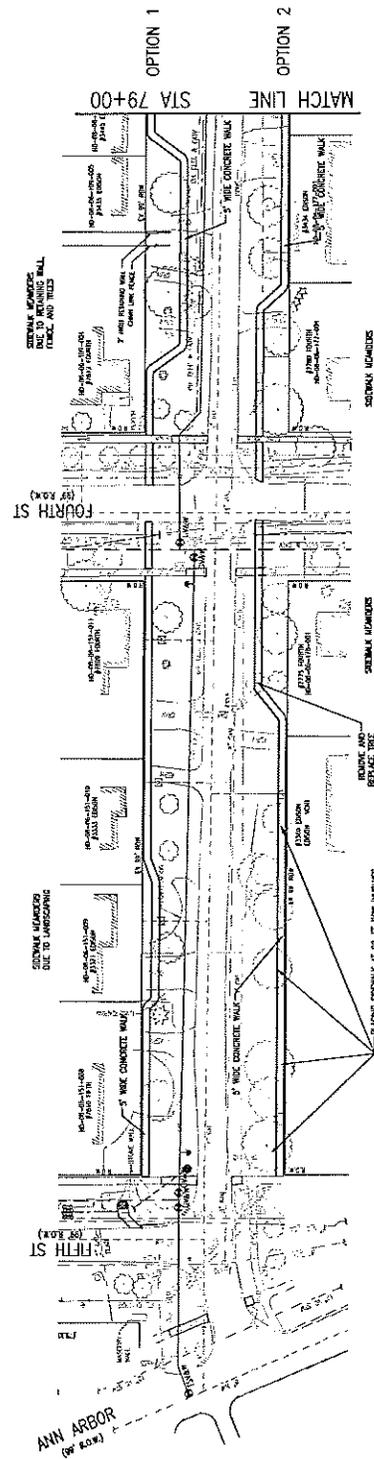
# EDISON STREET SIDEWALK AT 99-FT ROW LINE

(PLACE SIDEWALK 1 FT OFF OF 99-FT RIGHT-OF-WAY)

OPTION 1: ON NORTHWEST SIDE OF ROAD  
 OPTION 2: ON SOUTHEAST SIDE OF ROAD

NOTE:  
 1. THESE LOTS HAVE 6 FEET OR MORE OF SETBACKS. SIDEWALK PROPOSED TO BE WIDER FOR LOTS GREATER THAN 6 FEET.  
 2. SIDEWALK AND CURB MATERIALS TO BE DETERMINED BY THE ENGINEER AND TO BE SPECIFIED IN THE CONTRACT DOCUMENTS.

DATE: 01/20/10	BY: J. J. HARRIS
PROJECT: EDISON STREET SIDEWALK	SCALE: AS SHOWN
CLIENT: VILLAGE OF DEXTER	DATE: 01/20/10
PROJECT NO: 0193-10-080	PROJECT NO: 0193-10-080
PROJECT NO: 0193-10-080	PROJECT NO: 0193-10-080



PLACING SIDEWALK AT 99-FT ROW INVOLVES  
 RELOCATING THE SIDEWALK FROM THE  
 NORTHWEST SIDE OF THE ROAD TO THE  
 SOUTHWEST SIDE OF THE ROAD. THIS  
 RELOCATION WOULD BE NECESSARY  
 TO MAINTAIN THE 99-FT ROW.  
 THE SIDEWALK WOULD BE PLACED  
 1 FT OFF THE 99-FT ROW LINE.  
 THE SIDEWALK WOULD BE 5 FEET  
 WIDE. THE SIDEWALK WOULD BE  
 CONCRETE. THE SIDEWALK WOULD  
 BE PLACED ON THE NORTHWEST  
 SIDE OF THE ROAD. THE SIDEWALK  
 WOULD BE PLACED ON THE  
 SOUTHWEST SIDE OF THE ROAD.  
 THE SIDEWALK WOULD BE PLACED  
 ON THE NORTHWEST SIDE OF THE  
 ROAD. THE SIDEWALK WOULD BE  
 PLACED ON THE SOUTHWEST SIDE  
 OF THE ROAD. THE SIDEWALK  
 WOULD BE PLACED ON THE  
 NORTHWEST SIDE OF THE ROAD.  
 THE SIDEWALK WOULD BE PLACED  
 ON THE SOUTHWEST SIDE OF THE  
 ROAD. THE SIDEWALK WOULD BE  
 PLACED ON THE NORTHWEST SIDE  
 OF THE ROAD. THE SIDEWALK  
 WOULD BE PLACED ON THE  
 SOUTHWEST SIDE OF THE ROAD.

OPTIONS 1 AND 2



OHM  
 3400 Piquette Road, Livonia, MI 48150 P (931) 522-6277  
 WWW.OHM-ADVISORS.COM

DATE: 01/20/10	BY: J. J. HARRIS
PROJECT: EDISON STREET SIDEWALK	SCALE: AS SHOWN
CLIENT: VILLAGE OF DEXTER	DATE: 01/20/10
PROJECT NO: 0193-10-080	PROJECT NO: 0193-10-080
PROJECT NO: 0193-10-080	PROJECT NO: 0193-10-080

DEXTER 2011 DWRF WATER MAIN UPGRADES  
 EDISON STREET  
 PROPOSED WALK WITH EX 99 FT ROW  
 P.O.B. TO STA 79+00

3 FULL WORKING DAYS  
 BEFORE YOU DIG  
 CALL MISS DIG @  
 1-800-482-7171

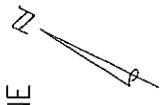


34000 Plymouth Road   Upton, MA 01569   P (734) 522-6111   F (734) 522-6433	
WWW.OHM-ADVISORS.COM	
DATE	01-30-10-080
PROJECT	VALLEY OF DEXTER
CLIENT	DETER
SCALE	AS SHOWN
DRAWN BY	W. MA
CHECKED BY	W. MA
DATE	01-30-10-080

DETER 2011 DWRP WATER MAIN UPGRADES  
 EDISON STREET  
 STA 79+00 TO P.O.E.

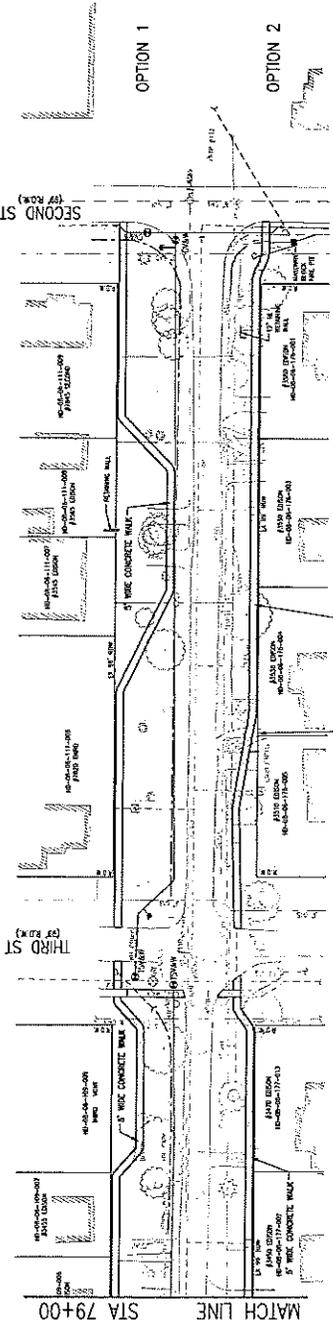
2  
 SHEET  
 3 DAYS WORKING DAYS  
 BEFORE YOU DIG  
 CALL MISS DIG  
 1-800-486-7171  
 MISS DIG.COM

**EDISON STREET SIDEWALK AT 99-FT ROW LINE**  
 (PLACE SIDEWALK 1 FT OFF OF 99-FT RIGHT-OF-WAY)  
 OPTION 1: ON NORTHWEST SIDE OF ROAD  
 OPTION 2: ON SOUTHEAST SIDE OF ROAD



SEWALK NUMBERS DUE TO CURVES IN  
 ROAD. SEE PLAN FOR THE LOCATION OF  
 THE SIDEWALK. THE SIDEWALK SHALL  
 BE PLACED 1 FT OFF OF THE 99-FT  
 RIGHT-OF-WAY. THE SIDEWALK SHALL  
 BE PLACED ON THE NORTHWEST SIDE  
 OF THE ROAD. THE SIDEWALK SHALL  
 BE PLACED ON THE SOUTHEAST SIDE  
 OF THE ROAD.

SEWALK NUMBERS DUE TO  
 VEGETATION AND STEP  
 DOWN. SEE PLAN FOR THE  
 LOCATION OF THE SIDEWALK.  
 THE SIDEWALK SHALL BE  
 PLACED 1 FT OFF OF THE  
 99-FT RIGHT-OF-WAY. THE  
 SIDEWALK SHALL BE PLACED  
 ON THE NORTHWEST SIDE OF  
 THE ROAD. THE SIDEWALK  
 SHALL BE PLACED ON THE  
 SOUTHEAST SIDE OF THE  
 ROAD.



SEWALK NUMBERS DUE TO  
 CURVES IN ROAD. SEE PLAN FOR  
 THE LOCATION OF THE SIDEWALK.

SEWALK NUMBERS DUE TO  
 CURVES IN ROAD. SEE PLAN FOR  
 THE LOCATION OF THE SIDEWALK.

SEWALK NUMBERS DUE TO  
 CURVES IN ROAD. SEE PLAN FOR  
 THE LOCATION OF THE SIDEWALK.

SEWALK NUMBERS DUE TO  
 CURVES IN ROAD. SEE PLAN FOR  
 THE LOCATION OF THE SIDEWALK.

**OPTIONS 1 AND 2**

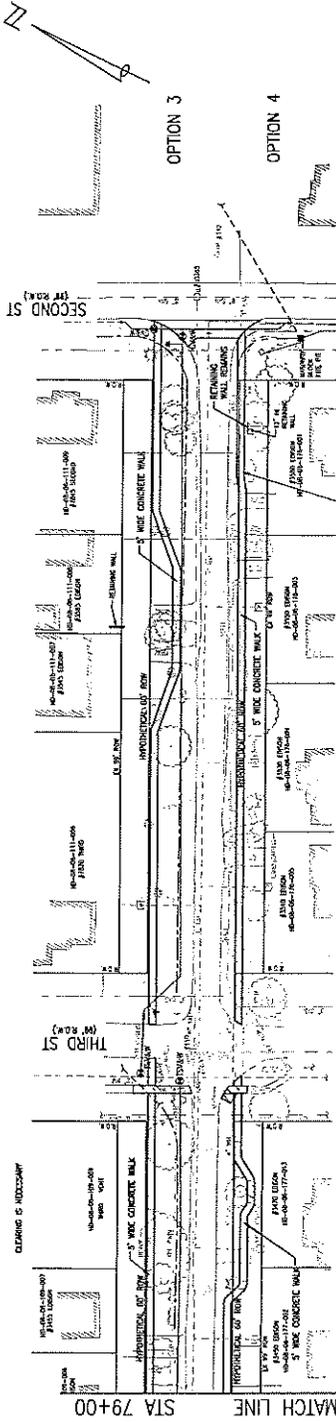
DATE	01-30-10-080
PROJECT	VALLEY OF DEXTER
CLIENT	DETER
SCALE	AS SHOWN
DRAWN BY	W. MA
CHECKED BY	W. MA
DATE	01-30-10-080



DATE REVISION # 11/10/10  
 BY: J. W. H. / J. W. H.  
 CHECKED: J. W. H. / J. W. H.  
 DATE: 11/10/10  
 PROJECT: 2011 DWRF WATER MAIN UPGRADES  
 SHEET: 4 OF 4  
 DRAWING NO: 1110-10-0080

**EDISON STREET SIDEWALK AT HYPOTHETICAL 60-FT ROW LINE**  
 (PLACE SIDEWALK 1 FT OFF OF HYPOTHETICAL 60-FT RIGHT-OF-WAY)  
 OPTION 3: ON NORTHWEST SIDE OF ROAD  
 OPTION 4: ON SOUTHEAST SIDE OF ROAD

SIDEWALK MARKERS ARE TO BE PLACED IN THE AREA THE SIDEWALK IS SHOWN AT A MINIMUM OF 1 FT FROM THE EXISTING CURB AND 1 FT FROM THE SIDEWALK EDGES TO THE CENTERLINE. MARKERS SHOULD BE PLACED AT THE CORNERS AND INTERSECTION POINTS TO THE CENTERLINE IN THE JAIL.



OPTIONS 3 AND 4

		WWW.OHM-ADVISORS.COM	
34000 Plymouth Road   Livonia, MI 48150   P (734) 522-6111   F (734) 522-6122		RELEASE OF DEEDER	
SHEET NO. 1110-10-0080	SCALE: AS SHOWN	DATE: 11/10/10	PROJECT: 2011 DWRF WATER MAIN UPGRADES

DEXTER 2011 DWRF WATER MAIN UPGRADES  
 EDISON STREET  
 PROPOSED WALKWAY/HYPOTHETICAL 60 FT ROW  
 STA 79+00 TO P.O.E.

3 FULL WORKING DAYS  
 BEFORE YOU DIG  
 CALL 800-4-A-DIG  
 (800-426-7371)





**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To:** President Keough & Council  
**From:** Courtney Nicholls, Assistant Village Manager  
**Date:** September 21, 2011  
**Re:** Cityhood Next Steps

Provided to assist with the discussion of the possible next steps in the Cityhood process are the following:

- Memo from Tom Ryan on the September 15, 2011 Boundary Commission meeting and potential next steps
- Attorney General Memorandum on the inclusion of areas covered under an Act 425 Agreement in an incorporation petition
- Findings of Fact adopted by the Boundary Commission on September 15, which have been forwarded to the Director of the Department of Licensing and Regulatory Affairs for a final signature of approval



# Memo

**To:** Courtney Nicholls, Assistant Village Manager, Shawn Keough, Village President and Councilmembers

**From:** Tom Ryan, Special Counsel

**Date:** September 21, 2011

**Re:** State Boundary Commission

---

Dear Ms. Nicholls, President Keough and Ladies and Gentlemen:

I have been requested by President Keough to update the entire Council as to the events that transpired yesterday, September 15, 2011, at the Boundary Commission legal sufficiency hearing, relative to the Petition to Incorporate the Village of Dexter as a city.

First of all I will say that after our meeting on Monday evening, September 12<sup>th</sup>, there was a late flurry of activities concerning the Findings of Fact and Conclusions of Law provided by the Boundary Commission staff and then followed by the filing of an amended agenda, which included as a first item annexation of land in Lodi Township to the City of Saline and then our matter, Docket 10-1-2, Petition for Incorporation of the Village of Dexter.

Our matter basically covered two (2) issues: (1) the release of the Memorandum from the Attorney General to the Boundary Commission as to whether or not that should be made a public document as it had been referenced in the proposed Findings and Fact and Conclusions of Law, and (2) the action on the main issue of the legal sufficiency of the petition effort for and on behalf of the Village.

Assistant Attorney General, George Elworth, was present at the meeting for and in the stead of his associate, Stephen Rideout, who was at the August 18<sup>th</sup> meeting, and basically Mr. Elworth and the Commission agreed for the purpose of transparency and full disclosure, that the Memorandum, which was critical to the 425 Agreement, should be released to the public. Thereafter, we had requested a copy of the Memorandum and asked the Commission to take a brief recess so that we could actually see what in fact the Memorandum stated and a copy of that Memorandum is attached to this communication.

The Memorandum spends more time addressing the issue of what happens when the 425 Agreement is extinguished if the Village becomes a City, but basically indicates the premise of which we were concerned in that the 425 Agreement does not preclude incorporation. At that point, we were allowed to make a presentation on the Attorney General's Memorandum and we expanded that into a discussion about why we believe the Commission should follow the

Memorandum and in fact that the Memorandum was incorrect about the extinguishing of the Agreement upon the Village becoming a City and actually reading from the 425 Agreement to try to change their minds relative to that issue.

The Township did not really speak much except that they disagreed with the Memorandum and the Commission seemed to be wary of the fact that they were being asked to reargue the matter or reconsider the matter and so they shut off public debate at that point. Next, the Boundary Commission went to the proposed Findings of Fact and Conclusions of Law and with hardly any discussion, moved, seconded and adopted unanimously the proposed Findings of Fact and Conclusions of Law indicating that the Petition was in the Boundary Commission's recommendation, legally insufficient.

One of the changes in the Findings of Fact that I eluded to earlier in this Memorandum, was the fact that apparently the system has been altered in that if a Commission is going to deny legal sufficiency, it is deemed a recommendation to the Director of the Department of Licensing and Regulatory Affairs and it is up to the Director to accept the recommendation of the Boundary Commission or not.

Thus, even though the Boundary Commission took the action that it did yesterday, to deny our Petitions for legal sufficiency until the Director formally rules in writing, the decision is still not final. At the public comment section, I made a motion to ask them to reconsider their decision based upon the fact that it was arbitrary, capricious, and unreasonable that it did not follow the established law and rules, under which the Commission operated, that the reasons stated are not found within the statute. There was no motion made after my request to in fact reconsider the matter. Thereafter the Commission adjourned.

In reviewing this matter prior to going to the Commission, it appears that the Township of Webster has altered their position relative to these 425 Agreements. I will follow up with their attorney, Mr. Fahey, but the Township of Webster's initial position was that (a) the Westridge area and the Cedars area, who have opted to come into the Village, would not be challenged under this 425 Argument, because they have opted in fact to join the Village. It had appeared that the main thrust of the Township of Webster's argument was as to the historical society part of the 425 Agreement, because they have in fact decided not to come into the Village at this point.

However, the Township clarified their position yesterday indicating that they in fact objected to any of the 425 area coming into the Village, not just the two (2) areas that have already been joined to the Village pursuant to the 425 Agreement.

By the Commission's actions yesterday, the FOIA issue relative to the Attorney-Client Privilege Memorandum has been removed and the last issue is whether or not a 425 Agreement, specifically written and addressing the aspect of incorporation, can or cannot be included in an incorporation petition, which again I believe it can be included.

I will follow up with the Village President relative to his discussion with the Historical Society. I had a discussion Monday evening after our meeting on Monday evening with Mr. Bishop, which I thought was very enlightening.

Possible Future Action:

The possible options for the Village are to redraw the incorporation petition, not including the 425 areas, or filing an appeal challenging the decision of the State Boundary Commission. The State Boundary Commission statute, MCL 123.1018 states "every final decision by the commission shall be subject to judicial review in a manner prescribed by Act No. 197 of the Public Acts of 1952, as amended, being sections 24.101 to 24.110 of the Compiled Law of 1948." (The statutes in questions have been repealed and re-adopted by Public Act 1969, 306 Section 111, effective July 1, 1970. The Administrative Procedures Act MCL 24.301 states "when a person has exhausted all administrative remedies available within an agency, and is aggrieved by a final decision or order in a contested case, . . . the decision or order is subject to direct review by the courts as provided by law".

MCL 24.303(1) states that a petition for review "shall be filed in the circuit court for the county where the petitioner resides or has his or her principal place of business in the state, or in the circuit court for Ingham County".

Subsection 3, "a petition for review shall contain a concise statement of:

- (a) The nature of the proceedings as to which review is sought;
  - (b) The facts on which venue is based;
  - (c) The grounds on which relief is sought;
  - (d) The relief sought;
- (4) A petitioner shall attach to the petition, as an exhibit, a copy of the agency decision or order of which review is sought."

MCL 24.304 states:

"(1) A petition shall be filed in the court within 60 days after the date of mailing notice of the decision or order of the agency . . ."

"(3) The review shall be conducted by the court without a jury and shall be confined to the record . . . the court, on request shall hear oral arguments and receive written briefs."

MCL 24.306 Scope of Review. This has been stated in my September 9, 2011, memorandum so I won't add this to this correspondence for that reason.

Because of the procedure in our matter, we must await final decision of the director of the agency based upon the recommendation of the Boundary Commission. The statutory time period for filing an appeal will not begin to commence until we receive the written decision of the director. The Michigan General Court rules provide for appeals for circuit court be within 21 days of the entry of the order the judgment appeal. While the statute states 60 days, if Council did wish to appeal, I would be inclined to file within the 21 day time period since we are only challenging one issue and I would not want the Boundary Commission or perhaps Webster Township argue that we did not meet our jurisdictional requirements, although I believe we have 60 days to appeal.

It is possible that the director will overrule the Boundary Commission, but we will have to wait until we receive his decision.

I would recommend, if the Council wishes to proceed in this matter, that an appeal be filed in the Ingham County Circuit Court for the reason that the Judges in that court are well familiar with Administrative Procedures Act appeals and to the extent that local issues could cloud the matter would be more detached from those local distractions.

The appeal is based on the record of the proceedings before the Boundary Commission, which record must be provided by the Boundary Commission to the Circuit Court, written briefs would be filed and hopefully oral argument would be allowed.

Fortunately in our matter we have one real issue, which is the issue of law only, as to whether or not the Act 425 Agreements can be included in our petition for incorporation or not. The other "reasons" of the Boundary Commission as to the parties getting together to work it out; or not wanting to cause litigation; or "a deal is a deal" are not valid "reasons" in my view and should be disposed of quickly. I would assume that the Township of Webster would try to intervene in the matter and argue to support the Boundary Commission's action, but since the FOIA issue has been removed from this matter the question comes down to whether or not the Commission made an error of law by refusing to include the Act 425 Agreement properties in our incorporation petition.

I hope the Council finds this memorandum informative.

Again, I am dismayed that the Boundary Commission has taken this course.

Respectfully submitted,

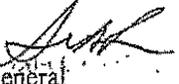
  
Thomas J. Ryan  
Special Counsel for Village of Dexter

DEPARTMENT OF  
ATTORNEY GENERAL

MEMORANDUM

August 15, 2011

TO: Kevin O'Brien  
Professional Surveyor  
Bureau of Construction Codes,  
Department of Licensing and Regulatory Affairs

FROM: Stephen M. Rideout   
Assistant Attorney General  
Finance Division

RE: SBC Act 425 Agreement

You have requested my advice whether an incorporation petition under the State Boundary Commission Act is a transfer prohibited under MCL 124.29 of the Intergovernmental Conditional Transfer of Property by Contract Act (the "425 Act"), in regards to whether areas currently under the provisions of a 425 agreement can be included for the purposes of incorporating a village as a Home Rule City.

To fully understand the issue, a general review of the 425 Act is provided. As stated in The Conditional Land Transfer Act: Research, Reflections and Policy Recommendations,<sup>1</sup>

As the name implies, the "Conditional Land Transfer Act" permits two or more local units of government to enter into a written agreement to "conditionally transfer" property from one local unit to another. Local units are defined as cities, townships and villages.

What does it mean to "conditionally transfer" land under a PA 425 agreement? When land is conditionally transferred to another unit, for example from a township to a city, it is assumed that "for all purposes" the transferred property comes under the jurisdiction of the local unit to which the property is transferred. (PA 1984, No. 425, § 8). This means that the property becomes subject to the property tax levy of the receiving unit; the residents living in the transferred area, and non-residents working in the transferred area are subject to income tax if the receiving unit levies an income tax (Op. Atty. Gen. 1994, No. 6826); the property is afforded access to the full scope of services provided by the receiving unit; the property assessment records and voting records of residents will be transferred to the receiving unit; and the transferred land becomes subject to the planning and zoning controls of the receiving unit. In short, the transferred area comes under

<sup>1</sup> The Conditional Land Transfer Act: Research, Reflections and Policy Recommendations, Taylor, Harvey, and Shields (2005)

Kevin O'Brien  
Page 2  
August 15, 2011

the complete control and jurisdiction of the unit to which the land has been transferred.

At issue is MCL 124.29, which states, in pertinent part:

While a contract under this act is in effect, another method of annexation or transfer shall not take place for any portion of an area transferred under the contract.

In this matter, there are three 425 agreements in place involving land contiguous to the Village of Dexter (the "Village") conditionally transferring these specific parcels from Webster Township (the "Township") to the Village. An incorporation petition has been submitted to the State Boundary Commission. The petition seeks the establishment of a new city which includes the area where the Village is situated, and the area covered by these 425 agreements. The issue presented is the effect of these 425 agreements in relation to this city incorporation petition.

In the event that the area becomes incorporated as a city under the Home Rule City Act, MCL 117.1 *et seq.*, at the time of the incorporation, the Village would no longer exist. Thus, it is axiomatic that the 425 agreements would be extinguished as one of the parties to the agreements (the Village) has ceased to exist, as there can't be a contract with only one party.<sup>2</sup>

Based on the above, it is my conclusion that at the time of the incorporation of a city there would not be any current 425 agreements in place, and thus there could not be a transfer that would be contrary to the requirements of MCL 124.29.

I am mindful that MCL 117.14 provides:

**117.14 Incorporation or annexation.**

Sec. 14. Whenever an incorporated village is incorporated as a city, without change of boundaries, such city shall succeed to the ownership of all the property of such village and shall assume all of its debts and liabilities.

However, nothing in Act 425 provides for a city to continue an Act 425 agreement in the place of a village which is no longer in existence (due to the incorporation of a new city in place of the village). In addition, the standard language found in city charters that the new city intends to acquire the contractual rights of the village and assume its contractual liabilities would appear to

<sup>2</sup> It is noted that in the 425 Agreement recorded in Liber 03451, Page 0344 of the Washtenaw County Register of Deeds that the Village and Township discussed the possibility that the Village might seek incorporation as a city in the future and provided some language to that effect in the Agreement. However, once the Village is dissolved at the time of the incorporation of the property as a city, the Agreement would become void as only one party to the Agreement would still exist.

Kevin O'Brien  
Page 3  
August 15, 2011

have no application in this situation in the absence of authorization by Act 425 for substitution of contacting parties in an Act 425 agreement.

This memorandum constitutes advice at the Division level and is not the formal opinion of the Attorney General.

SMR/sh

c: Molly Jason  
George Elworth

2011-0014821-ASBC Act 425 Agreement/O'Brien Memo





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF CONSTRUCTION CODES  
IRVIN J. POKE  
DIRECTOR

STEVEN H. HILFINGER  
DIRECTOR

## STATE BOUNDARY COMMISSION

In the matter of:

Boundary Commission  
Docket #10-I-2

The proposed incorporation of the  
Village of Dexter as a Home Rule City  
Washtenaw County

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### SUMMARY OF PROCEEDINGS, FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### SUMMARY OF PROCEEDINGS

- A. On December 22, 2010, a petition was filed with the State Boundary Commission requesting that the Village of Dexter be incorporated as a Home Rule City. The legal description of the area proposed for incorporation is described in Attachment A.
- B. On May 24, 2011, the State Boundary Commission staff issued its comments to the commission after reviewing the petition for legal sufficiency. Staff stated "Based upon our review, it is our position that legal sufficiency has been met for this petition". The legal sufficiency review memorandum is shown as attachment B.
- C. On June 16, 2011, at an adjudicative meeting, the State Boundary Commission examined the petition for legal sufficiency at a meeting held in Okemos. At this meeting, Webster Township's attorney raised objections to the approval of legal sufficiency of the petition based upon the inclusion of (2) areas currently under an Act 425 of 1984 Intergovernmental Conditional Transfer agreement with the Township of Webster being included in the area proposed for Incorporation. His objection was based on the language in MCL 124.29 stating that "another method of annexation or transfer shall not take place for any portion of an area transferred under the contract." The Commission voted to postpone the vote on legal sufficiency until they could receive written advice from the Michigan Attorney General's office regarding whether an area under an Act 425 of 1984 Conditional Transfer can be included in an Incorporation of a new Home Rule City.
- D. On August 15, 2011, Assistant Attorney General Stephen Rideout issued a memorandum of

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division level advice regarding Act 425 agreements for the commission's consideration for this petition, which is attachment \_\_\_\_.

- E. On August 18, 2011, at an adjudicative meeting, the State Boundary Commission examined the petition for legal sufficiency at a meeting held in Okemos. Attorney Stephen Rideout of the Michigan Attorney General's office provided a written division level memorandum for the Commission's use. He summarized this memorandum orally to the Commission by stating that "there was no impairment as far as legal sufficiency goes under MCL 124.29". Local Commissioner Prater stated that he disagreed with this interpretation and that "this issue should be resolved by the parties involved and not the Commission". The Commission was concerned that the Attorney General's advice would allow the Act 425 Agreement to be declared null and void upon the Incorporation of the Village as a City. State Commissioner Priebe moved that the petition be found as legally insufficient on the grounds that "a deal is deal and if they made a deal on some properties they should be held in place going forward" and "That if we don't find insufficient and allow you to go back and change your boundaries you are going to end up in circuit court which does not serve anyone's interest". Local Commissioner Prater supported the motion. The Commissioners present voted unanimously to declare this petition legally insufficient, pursuant to 1968 PA 191, based upon the inclusion of areas under a current Act 425 of 1984 Intergovernmental Conditional Transfer agreement with the Township of Webster.
- F. On September 15, 2011, at an adjudicative meeting, the state and local commissioners present voted to adopt the draft Summary of Proceedings, Findings of Fact and Conclusions of Law which should be signed by the Chairman and forwarded to the Department Director for review.

#### FINDINGS OF FACT

- A. This petition to request the incorporation of the Village of Dexter and parts of Webster and Scio Townships, as a Home Rule City in Washtenaw County was filed with the State Boundary Commission on December 22, 2010.
- B. The population of the area proposed for incorporation is 2,338 based on the 2000 Census. The land area of the proposed city is approximately 2.0 square miles. The density is approximately 1169 inhabitants per square mile. The population and density criteria to incorporate as a home rule city is in compliance with the Home Rule City Act (MCL 117.7).
- C. The petition contains 178 signatures. The Scio and Webster township clerks validated 160 signatures as being qualified electors and freeholders residing in Scio and Webster Townships. The Boundary Commission Act requires valid signatures of at least 5% of the population, or 100, whichever number is greater, and who are qualified electors and freeholders of the territory affected by the proposed new incorporation (MCL 123.1007(2)). Therefore, since 5% of the

proposed city's population of 2,338 is 117, the valid signature requirement is met.

- D. Two of the areas shown on sheet 2 of the 3 sheet Part 1 map of the petition are part of a PA 425 of 1984 Conditional Transfer Agreement executed between the Village of Dexter and the Township of Webster. The area shown as "Westridge of Dexter Condominium" was conditionally transferred to the Village of Dexter and filed with the Secretary of State Office of the Great Seal on June 26th, 1997. The area shown as "Parcel 1A" of the Part I map was conditionally transferred to the Village of Dexter and filed with the Office of the Great Seal on December 29th, 2006. Based upon the documentation provided by the Office of the Great Seal both agreements are still in effect.
- E. The PART I map shows the area of the proposed city to be contiguous. The PART III legal description titled "Legal Description Village of Dexter" contains one description. The PART III legal description is substantially accurate and consistent with the PART I Map as required by State Boundary Commission rule 25(1). [R123.125(1)]

#### CONCLUSIONS OF LAW

- A. The Commission concludes that this city incorporation petition is not legally sufficient on the grounds that it fails to conform to Section 9 of the Intergovernmental Conditional Transfer of Property by Contract Act [1984 PA 425, MCL 124.21-29], which states: "While a contract under this act is in effect, another method of annexation or transfer shall not take place for any portion of an area transferred under the contract."
- B. Since the Commission concludes that the provisions of Section 9 of PA 425 of 1984 preclude the petition for incorporation from being legally sufficient, the Commission recommends that the Director of the Department of Licensing and Regulatory Affairs review the Summary of Proceedings, Findings of Fact, and Conclusions of Law before taking action on the Final Order which is the document shown as attachment\_\_\_\_\_.

\_\_\_\_\_  
Dennis Schornack, Chairperson  
State Boundary Commission

\_\_\_\_\_  
Date

# ATTACHMENT A

DATE

Part III

Dept. of Energy, Labor & Economic Growth

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STATE BOUNDARY COMMISSION

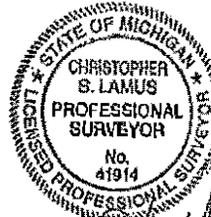
OHM

LEGAL DESCRIPTION  
VILLAGE OF DEXTER

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

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

Page 1 of 4



*Christopher S. Lamus*

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STATE BOUNDARY COMMISSION

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

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## STATE BOUNDARY COMMISSION

LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1843 OF DEEDS, PAGE 869, WASHTENAW COUNTY RECORDS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE NORTHERLY ALONG SAID EXTENSION OF WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN LIBER 1503 OF DEEDS, PAGE 849, WASHTENAW COUNTY RECORDS, LOCATED IN THE SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL TO THE CENTERLINE OF JOY ROAD (AS ESTABLISHED BY WASHTENAW COUNTY ROAD COMMISSION RECORDS); THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CENTERLINE TO THE INTERSECTION WITH THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1601 OF DEEDS, PAGE 42, WASHTENAW COUNTY RECORDS, LOCATED IN SOUTHWEST ¼ OF SECTION 32, T.1S., R.5E., WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE EASTERLY ALONG THE NORTH BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN LIBER 1601 OF DEEDS, PAGE 42, WASHTENAW COUNTY RECORDS TO THE NORTH-SOUTH ¼ LINE OF SAID SECTION 32; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH ¼ LINE TO THE SOUTH ¼ CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN LIBER 3782 OF DEEDS, PAGE 215, WASHTENAW COUNTY RECORDS, LOCATED IN THE FRACTIONAL NORTHWEST ¼ OF SECTION 5, T.2S., R.5E., SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID PARCEL TO THE SOUTHERLY CORNER OF SAID PARCEL; THENCE CONTINUING SOUTHERLY ON THE EXTENSION OF THE EAST BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN LIBER 3782 OF DEEDS, PAGE 215, WASHTENAW COUNTY RECORDS TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (AS SHOWN ON THE RIGHT OF WAY & TRACK MAP, OPERATED BY: THE MICHIGAN CENTRAL RAILROAD COMPANY (MAP #V,1-B-M,19), DATED 12/28/1917); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 5; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 5 TO THE SOUTH ¼ CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTH ¼ CORNER OF SAID SECTION 8 AND THE POINT OF BEGINNING.

SAID PARCEL INCLUDES THE FOLLOWING PLATTED SUBDIVISIONS:

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

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STATE BOUNDARY COMMISSION

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

# ATTACHMENT B

DATE



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF CONSTRUCTION CODES  
IRVIN J. POKE  
DIRECTOR

STEVEN H. HILFINGER  
DIRECTOR

To: State Boundary Commissioners  
From: Kevin O'Brien, P.S. State Boundary Commission Staff  
Date: May 24, 2011  
Subject: Docket # 10-I-2 Legal Sufficiency Review  
Petition to Incorporate the Village of Dexter as a Home Rule City  
(Washtenaw County)

---

The following comments are for your consideration on the legal sufficiency of this petition:

1. This petition to request the incorporation of the Village of Dexter and parts of Webster and Scio Townships, as a Home Rule City in Washtenaw County was filed with the State Boundary Commission on December 27, 2010.
2. The population of the area proposed for incorporation is 2,338 based on the 2000 Census. The land area of the proposed city is approximately 2.0 square miles. The density is approximately 1169 inhabitants per square mile. The population and density criteria to incorporate as a home rule city is in compliance with the Home Rule City Act (MCL 117.7).
3. The petition contains 178 signatures. The Scio and Webster township clerks validated 160 signatures as being qualified electors and freeholders residing in Scio and Webster Townships. The Boundary Commission Act requires valid signatures of at least 5% of the population, or 100, whichever number is greater, and who are qualified electors and freeholders of the territory affected by the proposed new incorporation (MCL 123.1007(2)). Therefore, since 5% of the proposed city's population of 2,338 is 117, the valid signature requirement is met.
4. Two of the areas shown on sheet 2 of the 3-sheet Part 1 map of the Petition are part of a PA 425 of 1984 Conditional Transfer Agreement executed between the Village of Dexter and the Township of Webster. The area shown as "Westridge of Dexter Condominium" was conditionally transferred to the Village of Dexter and filed with the Secretary of State Office of the Great Seal on June 26th, 1997. The area shown as "Parcel 1A" of the Part I map was

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conditionally transferred to the Village of Dexter and filed with the Office of the Great Seal on December 29th, 2006. Based upon the documentation provided by the Office of the Great Seal both agreements are still in effect.

5. The PART I map shows the area of the proposed city to be contiguous. The PART III legal description titled "Legal Description Village of Dexter" contains one description. The PART III legal description is substantially accurate and consistent with the PART I Map as required by State Boundary Commission rule 25(1). [R123.125(1)]
6. Based upon our review, it is our position that legal sufficiency has been met for this petition.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin M. O'Brien".

Kevin M. O'Brien, P.S.



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: President Keough & Council**  
**From: Courtney Nicholls, Assistant Village Manager; Allisou Bishop, Community Development Manager**  
**Date: September 16, 2011**  
**Re: Cedars of Dexter Sidewalk Connection**

Attached is the agreement with the Washtenaw County Road Commission for design, survey, engineering and bidding of the sidewalk connection to the Cedars of Dexter.

Also attached is an updated cost estimate for the project using costs provided from the Road Commission. The estimate includes approximately \$5000 in services from Orchard, Hiltz, & McCliment to provide inspection, construction staking and assistance to staff, if necessary, for contract administration.

The Road Commission was asked about the difference between using a 5' concrete sidewalk and a 8' non-motorized asphalt path. Roy Townsend responded that he strongly recommends the 8' asphalt path because the path will only run on one side of the street and would be a tight fit for people trying to use it to go both ways. He also felt that it would serve more users (bikers, rollerbladers, etc.) verses a sidewalk which is generally for pedestrian use only. He did say that since the Village was paying for the cost of the connection he would be willing to design and install a 5' concrete sidewalk.

The sidewalk option could require approximately 3' less clearing, depending on the grades determined in the design process, and is consistent with the sidewalk found throughout the rest of the Village. Due to the short length of the proposed connection along Dexter-Pinckney, the current agreement has been updated to show the installation of 5' wide sidewalk.

When asked about a dual crossing (Island Lake and Dexter-Pinckney – Jenny's Farm Market) the Road Commission feedback was that it is not recommended for two reasons:

- The location of the crossing must be in front of the stop bars. The current location of the stop bars would result in the crossing ending at the island and the island location is not safe for pedestrians.
- Jenny's Farm market property extends into the right-of-way. The Road Commission was attempting to get additional right-of-way in this area, however those discussions have stalled.

As has been discussed at prior meetings, the connection is proposed to be at Westridge Drive, which provides connectivity for the Cedars residents and those visiting Gordon Hall with connectivity to Westridge and the Border to Border Trail in the most cost effective and least invasive manner.

**Proposed project limits:**

Westridge – The 5' sidewalk connection will be designed to the current sidewalk along Westridge Drive on the south side of the road. A crossing will be added to the current sidewalk that ends just short of Dexter Pineckney on the north side of Westridge Drive to connect to the south side.

Cedars/Gordon Hall – The 5' sidewalk connection will be designed to connect to the current Cedars sidewalk in the least invasive way possible along the west side of the current Gordon Hall access drive. This will require a permanent pedestrian access easement from the Dexter Area Historical Society/Gordon Hall. A map that shows the property/right-of-way line is attached.

Council is asked to take action to approve the contract with the Road Commission so they can begin the design process. Construction of the connection is planned for spring 2012.

**VILLAGE OF DEXTER AGREEMENT  
FOR DEXTER-PINCKNEY ROAD PATHWAY**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Village of Dexter (the "Village") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Village desires to construct a five foot wide concrete sidewalk along Dexter Pinckney Road to Westridge Drive and near the intersection of Dexter-Pinckney Road and Island Lake Road in order to interconnect pedestrian and non-motorized systems within the Village (the "Project"); and

WHEREAS, the Project will construct a sidewalk in order to connect the Cedars of Dexter and Gordon Hall to the existing sidewalk network in the Westridge of Dexter subdivision; and

WHEREAS, the Village wishes to construct the sidewalk to provide connectivity while preserving as much of the current vegetation in the area as possible; and

WHEREAS, the Project includes the construction of a crosswalk and pedestrian signal for the southeast leg of the Island Lake Road and Dexter-Pinckney Road intersection; and

WHEREAS, the Village desires the Road Commission to design and prepare bid documents for the Project including completion of survey work, plan preparation, engineering and design, and attendance at public meetings as necessary, project bidding; and

WHEREAS, the Village will be responsible for inspection and post-bid construction services for the project; and

WHEREAS, the Road Commission will complete all traffic and pedestrian signal work, including the purchase of the equipment and installation of the equipment; and

THEREFORE, BE IT AGREED that the Village will pay the Road Commission an amount not to exceed ten thousand dollars (\$10,000) ("PE Cost"); and

BE IT FURTHER AGREED that the Village shall pay the PE Cost to the Road Commission concurrent to the execution of this AGREEMENT.

FOR VILLAGE OF DEXTER:

\_\_\_\_\_ Witness  
Shawn W. Keough, Village President

\_\_\_\_\_ Witness  
Donna Dettling, Village of Dexter

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

Witness

\_\_\_\_\_  
Steven M. Puuri, Managing Director

Witness

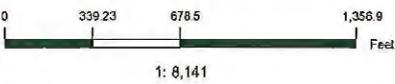
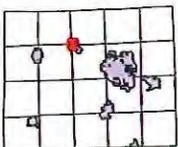
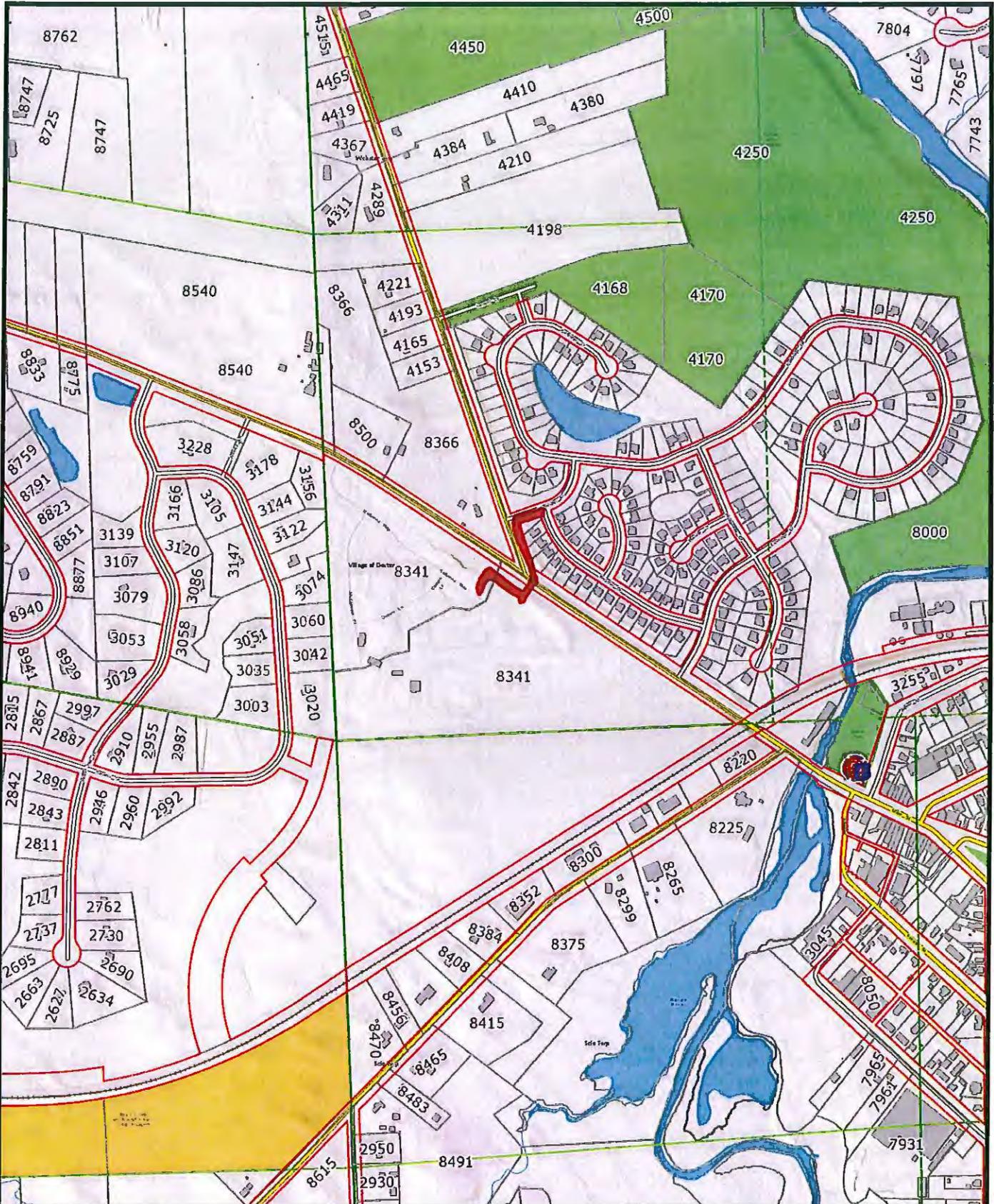
Cedars of Dexter Connection

	\$25.00 5' Concrete Sidewalk - High	\$20.00 5' Concrete Sidewalk - Low	\$18.00 8' Asphalt Path - High	\$13.00 8' Asphalt Path - Low
Concrete	\$16,250.00	\$13,000.00	\$5,000.00	\$4,000.00
Asphalt			\$8,100.00	\$5,850.00
Signal	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Design/Bid (Road Commission)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Inspection/Post-Bidding (OHM)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10% Contingency	\$3,625.00	\$3,300.00	\$3,310.00	\$2,985.00
	\$44,875.00	\$41,300.00	\$41,410.00	\$37,835.00

Asphalt Path estimate includes 450' of asphalt and 200' of concrete from path to Cedars & Westridge sidewalk

Concrete Sidewalk estimate includes 650' of concrete

All units are in lineal feet



9/6/2011

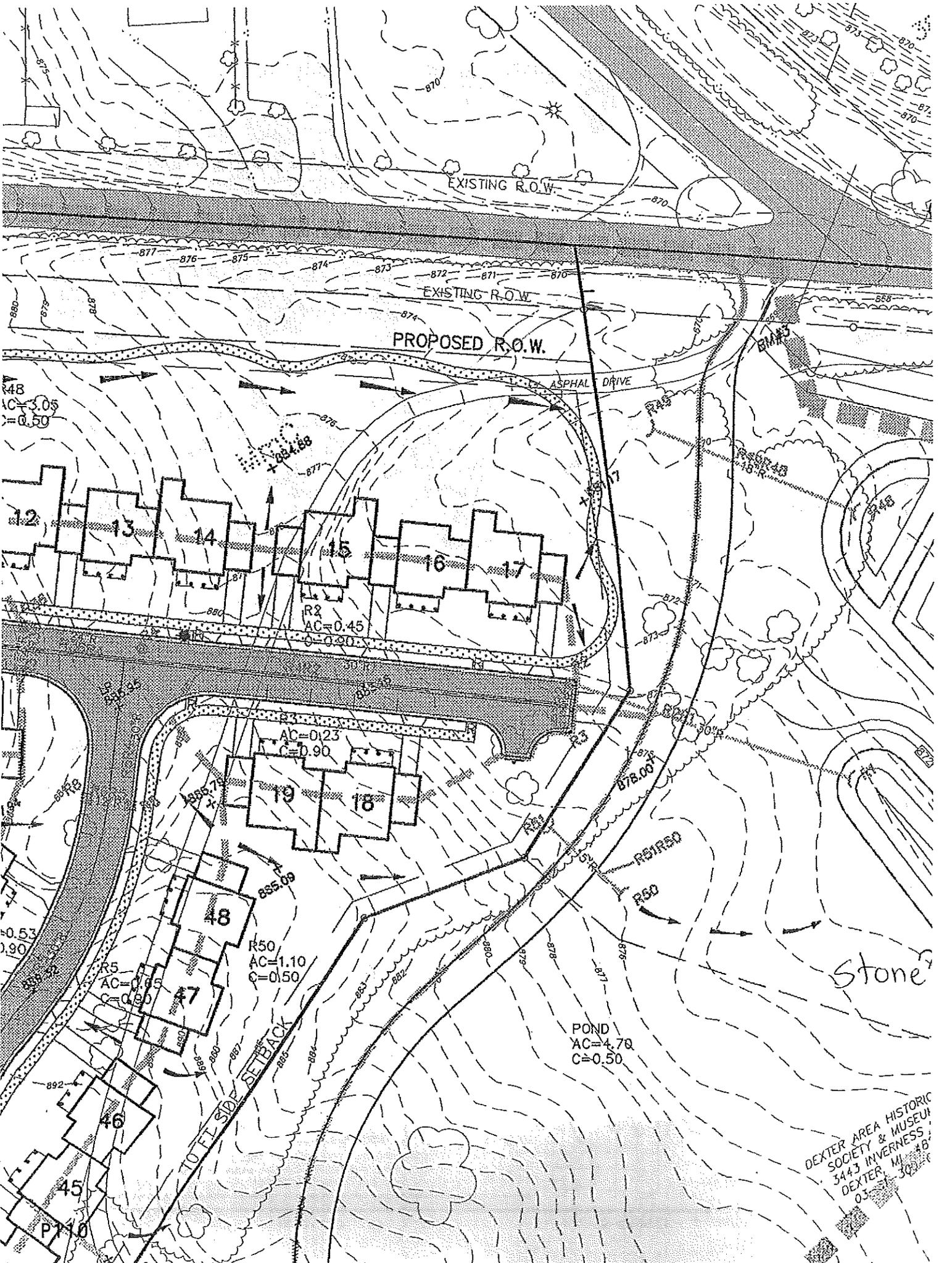


NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

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THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6682.



DEXTER AREA HISTORIC  
 SOCIETY & MUSEUM  
 3443 INVERNESS  
 DEXTER, MI 48026  
 031-321-3000

AGENDA 9-26-11

ITEM L-2

## VILLAGE OF DEXTER

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

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: September 26, 2011**  
**Re: Discussion Item- State Revolving Fund-Sludge Handling Project & S2 Grant Application**

Included for consideration on the agenda are two items related to the Village's approved State Revolving Fund-Sludge Handling Project. The Scope of Services for OHM to complete the design for the Sludge Storage Project is the first item for consideration and the Resolution Authorizing the S2 Grant Agreement is the second item for consideration. Adopting the Resolution authorizing the S2 Grant Agreement is contingent on approval of the OHM design services. This discussion item is intended to provide a thorough review of both of these items.

The Proposal for Engineering Services for the Sludge Handling System Upgrade included under item L-4 in the amount of \$172,500 provides a detailed scope of services for your review as well as a schedule that achieves the MDEQ 4<sup>th</sup> Quarter milestone schedule. As you review the S2 Application, you'll note that the \$172,500 is included in the grant. Also included in the S2 Grant application are the Project Planning Costs of \$55,000 which the village incurred last fiscal year and the anticipated user charge system development costs bringing the total Grant request to \$210,246. The village 10% match of \$23,361 has already been met with the costs we incurred to complete the project plan. If the grant is approved, the village will receive a reimbursement of \$31,639 to the sewer fund and our costs moving forward will be paid for with the state funds.

The services outlined in OHM's Scope of Services take the Village from our approved Project Plan to Basis of Design to the Final Design and bidding phase of the project. A vital component of the basis of design will be a review of the problems and solutions previously identified with the goal of seeking additional options and alternatives. The OHM proposal includes Tetra Tech as part of this process and OHM has included this effort in the cost. Tetra Tech will be involved throughout this project and staff has met with OHM and Tetra Tech to review and confirm that the scope of services is sufficient to guarantee the best possible outcome for the Sludge Handling System Upgrades.

A copy of the "Draft" S2 Grant Application and a thorough review of the Village Sewer Rates, which will be necessary to cover the bond payment are attached for your review. The resolution authorizing the S2 Grant is included at item L-5.

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# VILLAGE OF DEXTER

[cnicholls@villageofdexter.org](mailto:cnicholls@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: Courtney Nicholls, Assistant Village Manager**  
**Date: September 16, 2011**  
**Re: S2 Grant**

As Council has previously discussed, a rate increase will be necessary to fund the improvements listed in the State Revolving Fund (SRF) project plan.

2011-2012 rates: \$5.80 ready to serve  
\$7.14 commodity (per 1,000 gallons)

Principle payments for SRF projects are due October 1 after the estimated date of completion, which is set at the time of the loan closing. According to the construction schedule provided by OHM, estimated completion is March 2014, which means the first principle payment would be due in October 2014. October 2014 occurs in fiscal year 2014-2015. Smaller interest payments will be due in fiscal year 2013-2014 and will be based upon the amount of the bond that has been spent. If during the design process the construction schedule is altered, the timing could require the first bond payment to be due in October 2013. If this were to occur, it would be possible to make a portion of the first bond payment out of reserves, so the rate increase timeline could stay the same.

The estimated project cost and bond payments are:

Sludge Storage	\$2,775,000 resulting in a 20 year bond payment of \$180,000
Grit System	\$600,000 resulting in a 20 year bond payment of \$39,000
Instrumentation	\$400,000 resulting in a 20 year bond payment of \$26,000

For discussion purposes the rates in the attached rate study and rate increase example spreadsheet have been increased as follows:

Sample 1	
2012-2013	7% increase in commodity charge
2013-2014	10% increase in commodity charge
2014-2015	10% increase in commodity charge
2015-2016	3% increase in commodity charge
2016-2017	3% increase in commodity charge
2017-2018	3% increase in commodity charge

The ready to serve fee would increase 3% per year for an overall proposed 38.39% increase (\$191.16 per year per household) from 2012-2017.

Sample 2	
2012-2013	3% increase in commodity charge
2013-2014	12% increase in commodity charge
2014-2015	12% increase in commodity charge
2015-2016	3% increase in commodity charge
2016-2017	3% increase in commodity charge
2017-2018	3% increase in commodity charge

The ready to serve fee would increase 3% per year for an overall proposed 38.14% (\$189.96 per year per household) increase from 2012-2017.

Sample 3	
2012-2013	6% increase in commodity & RTS charge
2013-2014	6% increase in commodity & RTS charge
2014-2015	6% increase in commodity & RTS charge
2015-2016	6% increase in commodity & RTS charge
2016-2017	6% increase in commodity & RTS charge
2017-2018	6% increase in commodity & RTS charge

Overall proposed 41.86% (\$208.44 per year per household) increase from 2012-2017.

Sample 4	
2012-2013	5% increase in commodity
2013-2014	12% increase in commodity
2014-2015	13% increase in commodity
2015-2016	6% increase in commodity
2016-2017	3% increase in commodity
2017-2018	3% increase in commodity

The ready to serve fee would increase 3% per year for an overall proposed increase of 42.80% (\$213.12 per year per household) from 2012-2017.

The following assumptions are used on the expense side of the model:

- Personnel – flat in 2012-2013 and a 2.5% increase each year after
- Operating – 3% increase
- Utilities – 3% increase
- Repairs & Maintenance – 3% increase
- Professional/Contracted Services – 2% increase
- Administrative Cost – 2% increase
- Retiree Health Care – 5% increase

The model is currently using a 1% increase in consumption in Samples 1, 2 & 3. This 1% assumption does not take us back to the levels we saw prior to the downturn. We have been seeing a rebounding of consumption in both water and sewer after the declines of the past years. In July/August 2010 water generated \$130,593 in billing and sewer generated \$146,403. For July/August 2011, the amounts billed are \$159,982 in water and \$154,630 in sewer. Increases in consumption over the 1% will help lower the rate increase necessary to fund the improvements. If the consumption levels off again within the next few

years however, the increase could be greater than estimated. Sample 4 is provided to demonstrate the rate increase necessary with flat consumption after FY 2012-2013.

Included in the rate study is \$45,000 per year in capital improvements. As part of the previous SRF project, an asset management plan was developed that outlines needs at the wastewater treatment plant. Many of these needs will be taken care of through these proposed SRF projects, however other needs remain. The annual \$45,000 will be used to accomplish the maintenance items suggested by the plan including items such as replacement of chemical feed pumps, purchase of updated laboratory equipment, and HVAC improvements.

The original rate study recommended that the amount of cash and investments compared to operating expense stay at a minimum of 75%. The amount of cash and investments includes both cash on hand, the reserve for the final year bond payment of the rural development loan and the restricted replacement account required by rural development. It would be possible to use a certain level of reserve to phase in the rate increase at a slower rate, however, having a higher than required reserve is one way to protect the Village against a future unexpected consumption drop, as was seen in 2007-2009. It is also protection in the case of an unexpected failure of a major wastewater treatment plant component. All of the examples provided have protected the cash reserves that have been accumulated in the sewer fund.

The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

Furthermore, it highlights the need for regular audits and reviews to identify any discrepancies or areas for improvement. This process should be conducted in a systematic and thorough manner, involving all relevant departments and personnel. The goal is to ensure that all financial and operational data is correctly recorded and reported.

In addition, the document stresses the importance of maintaining up-to-date financial statements and reports. These documents provide a clear and concise overview of the organization's financial health and performance. They are crucial for decision-making and for providing information to stakeholders, including investors and regulatory bodies.

Sample 1 - Average user: 10,000 gallons per bill (2 months)

Current	Ready to Serve (RTS)	Commodity (per 1,000 gallons)
	\$5.80	\$7.14
	\$11.60	\$71.40
<b>Total Sewer Bill</b>	<b>\$83.00</b>	
2012-2013 - 3% increase in RTS; 7% increase in commodity		
	\$5.97	\$7.64
	\$11.95	\$76.40
<b>Total Sewer Bill</b>	<b>\$88.35</b>	<b>6.44%</b>
2013-2014 - 3% increase in RTS; 10% increase in commodity		
	\$6.15	\$8.40
	\$12.31	\$84.04
<b>Total Sewer Bill</b>	<b>\$96.34</b>	<b>9.05%</b>
2014-2015 - 3% increase in RTS; 10% increase in commodity		
	\$6.34	\$9.24
	\$12.68	\$92.44
<b>Total Sewer Bill</b>	<b>\$105.12</b>	<b>9.11%</b>
2015-2016 - 3% increase in RTS and commodity		
	\$6.53	\$9.52
	\$13.06	\$95.21
<b>Total Sewer Bill</b>	<b>\$108.27</b>	<b>3.00%</b>
2016-2017 - 3% increase in RTS and commodity		
	\$6.72	\$9.81
	\$13.45	\$98.07
<b>Total Sewer Bill</b>	<b>\$111.52</b>	<b>3.00%</b>
2017-2018 - 3% increase in RTS and commodity		
	\$6.93	\$10.10
	\$13.85	\$101.01
<b>Total Sewer Bill</b>	<b>\$114.86</b>	<b>3.00%</b>

Comparing the 2011-2012 bill to the 2017-2018 bill shows a 38.39% overall increase which equals \$191.16

P118  
 Village of Dexter  
 Sewer System  
 Projected Cash Flow

Sample 1 - Rate Increase to Commodity Charge of 7%, 10%, 10%, 3%, 3%, 3%

Fiscal Year :	Actual - Not				Budget	Projected	Projected	Projected	Projected	Projected	Projected
	Actual	Actual	Actual	Audited							
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2016-2017
<b>Assumptions</b>											
Annual Rate Adjustment	3.0%										
RTS Charge	\$5.15	\$5.31	\$5.47	\$5.63	\$5.80	\$5.97	\$6.15	\$6.34	\$6.53	\$6.72	\$6.93
Commodity Charge	\$6.34	\$6.53	\$6.73	\$6.93	\$7.14	\$7.64	\$8.40	\$9.24	\$9.52	\$9.81	\$10.10
Commodity Charge - Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Charge - Non-Resident	\$0.00	\$0.00	\$5.47	\$6.93	\$7.14	\$7.64	\$8.40	\$9.24	\$9.52	\$9.81	\$10.10
Connection Charge	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
New connections - Approved Plan Prior [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Approved Plan New [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	N/A	23	10	5	5	5	5	5
Total Meters [1]	1,488	1,494	1,500	1,508	1,514	1,524	1,529	1,534	1,539	1,544	1,549
Volume Billed - Annual	120,900	108,400	102,600	105,700	106,757	107,825	108,903	109,992	111,092	112,203	113,325
Volume Billed - Annual; Non-Resident	0	0			0	0	0	0	0	0	0
<b>Revenue</b>											
Service Charges [2]	858,261	802,967	789,053	849,007	854,014						
Debt Surcharge [2]											
RTS Charge	0	0	0	0		109,253	112,899	116,667	120,558	124,578	128,731
Commodity Charge	0	0	0	0		823,758	915,195	1,016,782	1,057,758	1,100,386	1,144,732
Commodity Charge - Debt	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Non-Resident	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	10,491	27,798	2,495	13,165	6,500	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income	38,252	11,234	4,864	5,307	6,000	9,246	9,508	9,563	9,438	9,213	9,283
Total Revenue	907,004	841,999	796,411	867,479	866,514	947,257	1,042,603	1,148,012	1,192,755	1,239,178	1,287,746
<b>Expenses [3]</b>											
Personnel	339,803	365,628	350,685	338,627	253,894	253,894	260,241	266,747	273,416	280,251	287,258
Operating Expenses	122,637	119,401	95,024	94,260	88,000	90,640	93,359	96,160	99,045	102,016	105,077
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	97,763	90,126	83,320	61,672	77,000	79,310	81,689	84,140	86,664	89,264	91,942
Repairs & Maintenance	9,430	6,526	5,042	13,742	13,500	13,905	14,322	14,752	15,194	15,650	16,120
Professional & Contracted Services	109,521	105,440	86,215	164,909	90,000	91,800	93,636	95,509	97,419	99,367	101,355
Administrative Cost	69,217	68,060	71,935	81,434	80,700	82,314	83,960	85,639	87,352	89,099	90,881
Administrative Cost (New) Retiree HC					21,000	22,050	23,153	24,310	25,526	26,802	28,142
One Time Administrative Cost				26,806							
Total Expense	748,371	755,180	692,221	781,449	639,094	648,913	665,361	682,257	699,616	717,450	735,774
Net Operating Cash Flow	158,633	86,819	104,190	86,030	227,420	298,344	377,242	465,754	493,138	521,727	551,972
<b>Non-Operating Revenue</b>											
Tap-In Charges - Approved Plan Prior [4]	61,159	15,063	160,896	0	0	0	0	0	0	0	0
Tap-In Charges - Approved Plan New [4]	0	0	0	185,186	0	0	0	0	0	0	0
Tap-In Charges - Development [4]	0	0	0	0	115,000	50,000	25,000	25,000	25,000	25,000	25,000

	Sample 1 - Rate Increase to Commodity Charge of 7%, 10%, 10%, 3%, 3%, 3%										
State Grants	0	0	0	0	0	0	0	0	0	0	0
Transfer in from SRF Funds	0	0	292,876	0	0	0	0	0	0	0	0
L DFA Contribution	0	0	0	0	0	0	0	0	0	0	0
Total Non-Operating Revenue	61,159	15,063	453,771	185,186	115,000	50,000	25,000	25,000	25,000	25,000	25,000
<b>Non-Operating Expense</b>											
Capital Purchases [5]	76,620	15,904	58,700	64,221	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Debt Service											
2000A Revenue Bonds - USDA	92,620	92,495	93,295	93,020	92,695	92,320	92,870	92,345	92,745	93,045	93,045
2000B Revenue Bonds - USDA	73,638	72,763	73,844	73,859	73,831	73,759	73,644	73,485	73,281	74,012	74,012
2010 SRF	0	0	0	19,589	113,000	111,025	110,263	112,438	110,563	108,688	108,688
Future SRF (Sludge Only)	0	0	0	0	0	0	75,000	180,000	180,000	180,000	180,000
Future SRF (Grit)	0	0	0	0	0	0	0	0	39,000	39,000	39,000
Future SRF (Instrumentation)	0	0	0	0	0	0	0	0	0	0	26,000
Total Non-Operating Expense	281,512	181,162	225,839	250,689	324,526	322,104	396,777	503,268	540,589	539,745	565,745
Net Cash Flow	-61,720	-79,280	332,122	20,527	17,894	26,240	5,465	-12,514	-22,451	6,982	11,227
Cash & Investments [7]	589,561	378,551	612,139	657,645	656,039	662,779	648,744	616,730	574,780	562,262	553,989
Cash Receivable - SRF Project			44,479								
Restricted Assets - RRI [8]	101,634	209,932	229,570	249,070	268,570	288,070	307,570	327,070	346,570	366,070	385,570
Percent of O&M [9]	92%	78%	128%	116%	145%	147%	144%	138%	132%	129%	128%
Restricted Assets - Debt	23,568	0									

NOTE: Fiscal year end will change to June 30 in 2006, however, all years shown in 12 month periods.

[1] Number of individual meters, not REU. Based on estimates for development plus current.

[2] Calculated in projection years.

[3] Expenses do not include Depreciation.

[4] Estimate based on projected connections at current connection charge.

The "Approved Plan Prior" refers to certain connections that will be charged on the existing \$2,500 fee.

The "Approved Plan" are those with approved site plans.

The "Development" includes potential development and redevelopment.

[5] Estimated on-going capital improvement needs.

[6] N/A

[7] Unrestricted; taken from current "cash accounts" report. Includes taps

[8] Represents only funds related to USDA loan - annual contribution to repair, replacement, and improvement reserve.

[9] The percentage of Cash & Investments (including RRI) compared to Total Operating Expenses. Minimum target 75%.

Annual restriction for RD R&I

19500

Sample 2 - Average user: 10,000 gallons per bill (2 months)

Current	Ready to Serve (RTS)	Commodity (per 1,000 gallons)
	\$5.80	\$7.14
	\$11.60	\$71.40
<b>Total Sewer Bill</b>	<b>\$83.00</b>	
2012-2013 - 3% increase in RTS; 3% increase in commodity		
	\$5.97	\$7.35
	\$11.95	\$73.54
<b>Total Sewer Bill</b>	<b>\$85.49</b>	<b>3.00%</b>
2013-2014 - 3% increase in RTS; 12% increase in commodity		
	\$6.15	\$8.24
	\$12.31	\$82.37
<b>Total Sewer Bill</b>	<b>\$94.67</b>	<b>10.74%</b>
2014-2015 - 3% increase in RTS; 12% increase in commodity		
	\$6.34	\$9.23
	\$12.68	\$92.25
<b>Total Sewer Bill</b>	<b>\$104.93</b>	<b>10.83%</b>
2015-2016 - 3% increase in RTS; 3% increase in commodity		
	\$6.53	\$9.50
	\$13.06	\$95.02
<b>Total Sewer Bill</b>	<b>\$108.07</b>	<b>3.00%</b>
2016-2017 - 3% increase in RTS; 3% increase in commodity		
	\$6.72	\$9.79
	\$13.45	\$97.87
<b>Total Sewer Bill</b>	<b>\$111.32</b>	<b>3.00%</b>
2017-2018 - 3% increase in RTS; 3% increase in commodity		
	\$6.93	\$10.08
	\$13.85	\$100.81
<b>Total Sewer Bill</b>	<b>\$114.66</b>	<b>3.00%</b>

Comparing the 2011-2012 bill to the 2017-2018 bill shows a 38.14% overall increase which equals \$189.96

Village of Dexter  
Sewer System  
Projected Cash Flow

Fiscal Year :	Actual - Not Audited				Budget	Projected	Projected	Projected	Projected	Projected	Projected
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
<b>Assumptions</b>											
Annual Rate Adjustment	3.0%										
RTS Charge	\$5.15	\$5.31	\$5.47	\$5.63	\$5.80	\$5.97	\$6.15	\$6.34	\$6.53	\$6.72	\$6.93
Commodity Charge	\$6.34	\$6.53	\$6.73	\$6.93	\$7.14	\$7.35	\$8.24	\$9.23	\$9.50	\$9.79	\$10.08
Commodity Charge - Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Charge - Non-Resident	\$0.00	\$0.00	\$5.47	\$6.93	\$7.14	\$7.35	\$8.24	\$9.23	\$9.50	\$9.79	\$10.08
Connection Charge	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
New connections - Approved Plan Prior [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Approved Plan New [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	N/A	23	10	5	5	5	5	5
Total Meters [1]	1,488	1,494	1,500	1,508	1,514	1,524	1,529	1,534	1,539	1,544	1,549
Volume Billed - Annual	120,900	108,400	102,600	105,700	106,757	107,825	108,903	109,992	111,092	112,203	113,325
Volume Billed - Annual; Non-Resident	0	0			0	0	0	0	0	0	0
<b>Revenue</b>											
Service Charges [2]	858,261	802,967	789,053	849,007	854,014						
Debt Surcharge [2]											
RTS Charge	0	0	0	0		109,253	112,899	116,667	120,558	124,578	128,731
Commodity Charge	0	0	0	0		792,963	897,000	1,014,687	1,055,579	1,098,118	1,142,373
Commodity Charge - Debt	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Non-Resident	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	10,491	27,798	2,495	13,165	6,500	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income	38,252	11,234	4,864	5,307	6,000	9,246	9,201	9,070	8,919	8,668	8,709
Total Revenue	907,004	841,999	796,411	867,479	866,514	916,462	1,024,100	1,145,423	1,190,056	1,236,364	1,284,813
<b>Expenses [3]</b>											
Personnel	339,803	365,628	350,685	338,627	253,894	253,894	260,241	266,747	273,416	280,251	287,258
Operating Expenses	122,637	119,401	95,024	94,260	88,000	90,640	93,359	96,160	99,045	102,016	105,077
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	97,763	90,126	83,320	61,672	77,000	79,310	81,689	84,140	86,664	89,264	91,942
Repairs & Maintenance	9,430	6,526	5,042	13,742	13,500	13,905	14,322	14,752	15,194	15,650	16,120
Professional & Contracted Services	109,521	105,440	86,215	164,909	90,000	91,800	93,636	95,509	97,419	99,367	101,355
Administrative Cost	69,217	68,060	71,935	81,434	80,700	82,314	83,960	85,639	87,352	89,099	90,881
Administrative Cost (New) Retiree HC					21,000	22,050	23,153	24,310	25,526	26,802	28,142
One Time Administrative Cost				26,806							
Total Expense	748,371	755,180	692,221	781,449	639,094	648,913	665,361	682,257	699,616	717,450	735,774
Net Operating Cash Flow	158,633	86,819	104,190	86,030	227,420	267,549	358,739	463,166	490,440	518,914	549,039

<b>Non-Operating Revenue</b>											
Tap-In Charges - Approved Plan Prior [4]	61,159	15,063	160,896	0	0	0	0	0	0	0	0
Tap-In Charges - Approved Plan New [4]	0	0	0	185,186	0	0	0	0	0	0	0
Tap-In Charges - Development [4]	0	0	0	0	115,000	50,000	25,000	25,000	25,000	25,000	25,000
State Grants	0	0	0	0	0	0	0	0	0	0	0
Transfer in from SRF Funds	0	0	292,876	0	0	0	0	0	0	0	0
LDFA Contribution	0	0	0	0	0	0	0	0	0	0	0
<b>Total Non-Operating Revenue</b>	<b>61,159</b>	<b>15,063</b>	<b>453,771</b>	<b>185,186</b>	<b>115,000</b>	<b>50,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>
<b>Non-Operating Expense</b>											
Capital Purchases [5]	76,620	15,904	58,700	64,221	45,000	45,000	45,000	45,000	45,000	45,000	45,000
<b>Debt Service</b>											
2000A Revenue Bonds - USDA	92,620	92,495	93,295	93,020	92,695	92,320	92,870	92,345	92,745	93,045	93,045
2000B Revenue Bonds - USDA	73,638	72,763	73,844	73,859	73,831	73,759	73,644	73,485	73,281	74,012	74,012
2001 IPC	38,634										
2010 SRF	0	0	0	19,589	113,000	111,025	110,263	112,438	110,563	108,688	108,688
Future SRF (Sludge Only)	0	0	0	0	0		75,000	180,000	180,000	180,000	180,000
Future SRF (Grit)									39,000	39,000	39,000
Future SRF (Instrumentation)	0	0	0	0	0	0	0	0	0	0	26,000
<b>Total Non-Operating Expense</b>	<b>281,512</b>	<b>181,162</b>	<b>225,839</b>	<b>250,689</b>	<b>324,526</b>	<b>322,104</b>	<b>396,777</b>	<b>503,268</b>	<b>540,589</b>	<b>539,745</b>	<b>565,745</b>
<b>Net Cash Flow</b>	<b>-61,720</b>	<b>-79,280</b>	<b>332,122</b>	<b>20,527</b>	<b>17,894</b>	<b>-4,555</b>	<b>-13,038</b>	<b>-15,102</b>	<b>-25,149</b>	<b>4,169</b>	<b>8,294</b>
<b>Cash &amp; Investments [7]</b>											
Cash Receivable - SRF Project	589,561	378,551	612,139	657,645	656,039	631,984	599,447	564,844	520,195	504,864	493,658
Restricted Assets - RRI [8]	101,634	209,932	229,570	249,070	268,570	288,070	307,570	327,070	346,570	366,070	385,570
Percent of O&M [9]	92%	78%	128%	116%	145%	142%	136%	131%	124%	121%	119%
Restricted Assets - Debt	23,568	0									

NOTE: Fiscal year end will change to June 30 in 2006, however, all years shown in 12 month periods.

[1] Number of individual meters, not REU. Based on estimates for development plus current.

[2] Calculated in projection years.

[3] Expenses do not include Depreciation.

[4] Estimate based on projected connections at current connection charge.

The "Approved Plan Prior" refers to certain connections that will be charged on the existing \$2,500 fee.

The "Approved Plan" are those with approved site plans.

The "Development" includes potential development and redevelopment.

[5] Estimated on-going capital improvement needs.

[6] N/A

[7] Unrestricted; taken from current "cash accounts" report. Includes taps

[8] Represents only funds related to USDA loan - annual contribution to repair, replacement, and improvement reserve.

[9] The percentage of Cash & Investments (including RRI) compared to Total Operating Expenses. Minimum target 75%.

Annual restriction for RD R&I

19500

Sample 3 - Average user: 10,000 gallons per bill (2 months)

Current	Ready to Serve (RTS)	Commodity (per 1,000 gallons)
	\$5.80	\$7.14
	\$11.60	\$71.40
<b>Total Sewer Bill</b>	<b>\$83.00</b>	
2012-2013 - 6% increase in RTS; 6% increase in commodity		
	\$6.15	\$7.57
	\$12.30	\$75.68
<b>Total Sewer Bill</b>	<b>\$87.98</b>	<b>6.00%</b>
2013-2014 - 6% increase in RTS; 6% increase in commodity		
	\$6.52	\$8.02
	\$13.03	\$80.23
<b>Total Sewer Bill</b>	<b>\$93.26</b>	<b>6.00%</b>
2014-2015 - 6% increase in RTS; 6% increase in commodity		
	\$6.91	\$8.50
	\$13.82	\$85.04
<b>Total Sewer Bill</b>	<b>\$98.85</b>	<b>6.00%</b>
2015-2016 - 6% increase in RTS; 6% increase in commodity		
	\$7.32	\$9.01
	\$14.64	\$90.14
<b>Total Sewer Bill</b>	<b>\$104.79</b>	<b>6.00%</b>
2016-2017 - 6% increase in RTS; 6% increase in commodity		
	\$7.76	\$9.55
	\$15.52	\$95.55
<b>Total Sewer Bill</b>	<b>\$111.07</b>	<b>6.00%</b>
2017-2018 - 6% increase in RTS; 6% increase in commodity		
	\$8.23	\$10.13
	\$16.45	\$101.28
<b>Total Sewer Bill</b>	<b>\$117.74</b>	<b>6.00%</b>

Comparing the 2011-2012 bill to the 2017-2018 bill shows a 41.86% overall increase which equals \$208.44

Village of Dexter  
Sewer System  
Projected Cash Flow

Fiscal Year :	Actual - Not				Budget	Projected	Projected	Projected	Projected	Projected	Projected
	Actual	Actual	Actual	Audited							
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
<b>Assumptions</b>											
Annual Rate Adjustment	6.0%										
RTS Charge	\$5.15	\$5.31	\$5.47	\$5.63	\$5.80	\$6.15	\$6.52	\$6.91	\$7.32	\$7.76	\$8.23
Commodity Charge	\$6.34	\$6.53	\$6.73	\$6.93	\$7.14	\$7.57	\$8.02	\$8.50	\$9.01	\$9.55	\$10.13
Commodity Charge - Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Charge - Non-Resident	\$0.00	\$0.00	\$5.47	\$6.93	\$7.14	\$7.57	\$8.02	\$8.50	\$9.01	\$9.55	\$10.13
Connection Charge	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
New connections - Approved Plan Prior [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Approved Plan New [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	N/A	23	10	5	5	5	5	5
Total Meters [1]	1,488	1,494	1,500	1,508	1,514	1,524	1,529	1,534	1,539	1,544	1,549
Volume Billed - Annual	120,900	108,400	102,600	105,700	106,757	107,825	108,903	109,992	111,092	112,203	113,325
Volume Billed - Annual; Non-Resident	0	0			0	0	0	0	0	0	0
<b>Revenue</b>											
Service Charges [2]	858,261	802,967	789,053	849,007	854,014						
Debt Surcharge [2]											
RTS Charge	0	0	0	0		112,435	119,572	127,160	135,229	143,809	152,931
Commodity Charge	0	0	0	0		816,059	873,673	935,355	1,001,391	1,072,089	1,147,778
Commodity Charge - Debt	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Non-Resident	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	10,491	27,798	2,495	13,165	6,500	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income	38,252	11,234	4,864	5,307	6,000	9,246	9,463	9,169	8,331	7,678	7,642
Total Revenue	907,004	841,999	796,411	867,479	866,514	942,740	1,007,708	1,076,684	1,149,951	1,228,576	1,313,351
<b>Expenses [3]</b>											
Personnel	339,803	365,628	350,685	338,627	253,894	253,894	260,241	266,747	273,416	280,251	287,258
Operating Expenses	122,637	119,401	95,024	94,260	88,000	90,640	93,359	96,160	99,045	102,016	105,077
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	97,763	90,126	83,320	61,672	77,000	79,310	81,689	84,140	86,664	89,264	91,942
Repairs & Maintenance	9,430	6,526	5,042	13,742	13,500	13,905	14,322	14,752	15,194	15,650	16,120
Professional & Contracted Services	109,521	105,440	86,215	164,909	90,000	91,800	93,636	95,509	97,419	99,367	101,355
Administrative Cost	69,217	68,060	71,935	81,434	80,700	82,314	83,960	85,639	87,352	89,099	90,881
Administrative Cost (New) Retiree HC					21,000	22,050	23,153	24,310	25,526	26,802	28,142
One Time Administrative Cost				26,806							
Total Expense	748,371	755,180	692,221	781,449	639,094	648,913	665,361	682,257	699,616	717,450	735,774
Net Operating Cash Flow	158,633	86,819	104,190	86,030	227,420	293,827	342,348	394,427	450,335	511,125	577,577

Sample 3 - Rate Increase to Commodity and Ready to Serve Charge of 6%, 6%, 6%, 6%, 6%, 6%

Non-Operating Revenue

Tap-In Charges - Approved Plan Prior [4]	61,159	15,063	160,896	0	0	0	0	0	0	0	0
Tap-In Charges - Approved Plan New [4]	0	0	0	185,186	0	0	0	0	0	0	0
Tap-In Charges - Development [4]	0	0	0	0	115,000	50,000	25,000	25,000	25,000	25,000	25,000
State Grants	0	0	0	0	0	0	0	0	0	0	0
Transfer in from SRF Funds	0	0	292,876	0	0	0	0	0	0	0	0
LDFA Contribution	0	0	0	0	0	0	0	0	0	0	0
<b>Total Non-Operating Revenue</b>	<b>61,159</b>	<b>15,063</b>	<b>453,771</b>	<b>185,186</b>	<b>115,000</b>	<b>50,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>

Non-Operating Expense

Capital Purchases [5]	76,620	15,904	58,700	64,221	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Debt Service											
2000A Revenue Bonds - USDA	92,620	92,495	93,295	93,020	92,695	92,320	92,870	92,345	92,745	93,045	93,045
2000B Revenue Bonds - USDA	73,638	72,763	73,844	73,859	73,831	73,759	73,644	73,485	73,281	74,012	74,012
2001 IPC	38,634										
2010 SRF	0	0	0	19,589	113,000	111,025	110,263	112,438	110,563	108,688	108,688
Future SRF (Sludge Only)	0	0	0	0	0		75,000	180,000	180,000	180,000	180,000
Future SRF (Grit)									39,000	39,000	39,000
Future SRF (Instrumentation)	0	0	0	0	0	0	0	0	0	0	26,000
<b>Total Non-Operating Expense</b>	<b>281,512</b>	<b>181,162</b>	<b>225,839</b>	<b>250,689</b>	<b>324,526</b>	<b>322,104</b>	<b>396,777</b>	<b>503,268</b>	<b>540,589</b>	<b>539,745</b>	<b>565,745</b>

Net Cash Flow	-61,720	-79,280	332,122	20,527	17,894	21,723	-29,429	-83,841	-65,254	-3,620	36,832
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Cash & Investments [7]	589,561	378,551	612,139	657,645	656,039	658,262	609,333	505,992	421,237	398,118	415,450
Cash Receivable - SRF Project			44,479								
Restricted Assets - RRI [8]	101,634	209,932	229,570	249,070	268,570	288,070	307,570	327,070	346,570	366,070	385,570
Percent of O&M [9]	92%	78%	128%	116%	145%	146%	138%	122%	110%	107%	109%

Restricted Assets - Debt	23,568	0
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- [1] Number of individual meters, not REU. Based on estimates for development plus current.
- [2] Calculated in projection years.
- [3] Expenses do not include Depreciation.
- [4] Estimate based on projected connections at current connection charge.  
The "Approved Plan Prior" refers to certain connections that will be charged on the existing \$2,500 fee.  
The "Approved Plan" are those with approved site plans.  
The "Development" includes potential development and redevelopment.
- [5] Estimated on-going capital improvement needs.
- [6] N/A
- [7] Unrestricted; taken from current "cash accounts" report. Includes taps
- [8] Represents only funds related to USDA loan - annual contribution to repair, replacement, and improvement reserve.
- [9] The percentage of Cash & Investments (including RRI) compared to Total Operating Expenses. Minimum target 75%.

Annual restriction for RD R&I 19500

Sample 4 - Average user: 10,000 gallons per bill (2 months)

Current	Ready to Serve (RTS)	Commodity (per 1,000 gallons)
	\$5.80	\$7.14
	\$11.60	\$71.40
<b>Total Sewer Bill</b>	<b>\$83.00</b>	
2012-2013 - 3% increase in RTS; 5% increase in commodity		
	\$5.97	\$7.50
	\$11.95	\$74.97
<b>Total Sewer Bill</b>	<b>\$86.92</b>	<b>4.72%</b>
2013-2014 - 3% increase in RTS; 12% increase in commodity		
	\$6.15	\$8.40
	\$12.31	\$83.97
<b>Total Sewer Bill</b>	<b>\$96.27</b>	<b>10.76%</b>
2014-2015 - 3% increase in RTS; 13% increase in commodity		
	\$6.34	\$9.49
	\$12.68	\$94.88
<b>Total Sewer Bill</b>	<b>\$107.56</b>	<b>11.72%</b>
2015-2016 - 3% increase in RTS; 6% increase in commodity		
	\$6.53	\$10.06
	\$13.06	\$100.57
<b>Total Sewer Bill</b>	<b>\$113.53</b>	<b>5.65%</b>
2016-2017 - 3% increase in RTS; 3% increase in commodity		
	\$6.72	\$10.36
	\$13.45	\$103.59
<b>Total Sewer Bill</b>	<b>\$117.04</b>	<b>3.00%</b>
2017-2018 - 3% increase in RTS; 3% increase in commodity		
	\$6.93	\$10.67
	\$13.85	\$106.70
<b>Total Sewer Bill</b>	<b>\$120.55</b>	<b>3.00%</b>

Comparing the 2011-2012 bill to the 2017-2018 bill shows a 42.80% overall increase which equals \$213.12

Village of Dexter  
Sewer System  
Projected Cash Flow

Fiscal Year :	Actual - Not Audited				Budget	Projected	Projected	Projected	Projected	Projected	Projected
	Actual 2007-2008	Actual 2008-2009	Actual 2009-2010	Actual 2010-2011							
<b>Assumptions</b>											
Annual Rate Adjustment	3.0%										
RTS Charge	\$5.15	\$5.31	\$5.47	\$5.63	\$5.80	\$5.97	\$6.15	\$6.34	\$6.53	\$6.72	\$6.93
Commodity Charge	\$6.34	\$6.53	\$6.73	\$6.93	\$7.14	\$7.50	\$8.40	\$9.49	\$10.06	\$10.36	\$10.67
Commodity Charge - Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Charge - Non-Resident	\$0.00	\$0.00	\$5.47	\$6.93	\$7.14	\$7.50	\$8.40	\$9.49	\$10.06	\$10.36	\$10.67
Connection Charge	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
New connections - Approved Plan Prior [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Approved Plan New [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	N/A	23	10	5	5	5	5	5
Total Meters [1]	1,488	1,494	1,500	1,508	1,514	1,524	1,529	1,534	1,539	1,544	1,549
Volume Billed - Annual	120,900	108,400	102,600	105,700	106,757	108,000	108,000	108,000	108,000	108,000	108,000
Volume Billed - Annual; Non-Resident	0	0			0	0	0	0	0	0	0
<b>Revenue</b>											
Service Charges [2]	858,261	802,967	789,053	849,007	854,014						
Debt Surcharge [2]											
RTS Charge	0	0	0	0		109,253	112,899	116,667	120,558	124,578	128,731
Commodity Charge	0	0	0	0		809,676	906,837	1,024,726	1,086,210	1,118,796	1,152,360
Commodity Charge - Debt	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Non-Resident	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	10,491	27,798	2,495	13,165	6,500	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income	38,252	11,234	4,864	5,307	6,000	9,246	9,368	9,337	9,289	9,348	9,603
Total Revenue	907,004	841,999	796,411	867,479	866,514	933,175	1,034,104	1,155,730	1,221,057	1,257,722	1,295,694
<b>Expenses [3]</b>											
Personnel	339,803	365,628	350,685	338,627	253,894	253,894	260,241	266,747	273,416	280,251	287,258
Operating Expenses	122,637	119,401	95,024	94,260	88,000	90,640	93,359	96,160	99,045	102,016	105,077
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	97,763	90,126	83,320	61,672	77,000	79,310	81,689	84,140	86,664	89,264	91,942
Repairs & Maintenance	9,430	6,526	5,042	13,742	13,500	13,905	14,322	14,752	15,194	15,650	16,120
Professional & Contracted Services	109,521	105,440	86,215	164,909	90,000	91,800	93,636	95,509	97,419	99,367	101,355
Administrative Cost	69,217	68,060	71,935	81,434	80,700	82,314	83,960	85,639	87,352	89,099	90,881
Administrative Cost (New) Retiree HC					21,000	22,050	23,153	24,310	25,526	26,802	28,142
One Time Administrative Cost				26,806							
Total Expense	748,371	755,180	692,221	781,449	639,094	648,913	665,361	682,257	699,616	717,450	735,774
Net Operating Cash Flow	158,633	86,819	104,190	86,030	227,420	284,262	368,743	473,472	521,441	540,272	559,920

Sample 4 - Flat Consumption; Rate Increases to Commodity Charge of 5%, 12%, 13%, 6%, 3%, 3%

P128

Non-Operating Revenue

Tap-In Charges - Approved Plan Prior [4]	61,159	15,063	160,896	0	0	0	0	0	0	0	0
Tap-In Charges - Approved Plan New [4]	0	0	0	185,186	0	0	0	0	0	0	0
Tap-In Charges - Development [4]	0	0	0	0	115,000	50,000	25,000	25,000	25,000	25,000	25,000
State Grants	0	0	0	0	0	0	0	0	0	0	0
Transfer in from SRF Funds	0	0	292,876	0	0	0	0	0	0	0	0
LDFA Contribution	0	0	0	0	0	0	0	0	0	0	0
Total Non-Operating Revenue	61,159	15,063	453,771	185,186	115,000	50,000	25,000	25,000	25,000	25,000	25,000

Non-Operating Expense

Capital Purchases [5]	76,620	15,904	58,700	64,221	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Debt Service											
2000A Revenue Bonds - USDA	92,620	92,495	93,295	93,020	92,695	92,320	92,870	92,345	92,745	93,045	93,045
2000B Revenue Bonds - USDA	73,638	72,763	73,844	73,859	73,831	73,759	73,644	73,485	73,281	74,012	74,012
2001 IPC	38,634										
2010 SRF	0	0	0	19,589	113,000	111,025	110,263	112,438	110,563	108,688	108,688
Future SRF (Sludge Only)	0	0	0	0	0	75,000	180,000	180,000	180,000	180,000	180,000
Future SRF (Grit)								39,000	39,000	39,000	39,000
Future SRF (Instrumentation)	0	0	0	0	0	0	0	0	0	0	26,000
Total Non-Operating Expense	281,512	181,162	225,839	250,689	324,526	322,104	396,777	503,268	540,589	539,745	565,745

Net Cash Flow -61,720 -79,280 332,122 20,527 17,894 12,158 -3,034 -4,796 5,852 25,527 19,175

Cash & Investments [7]	589,561	378,551	612,139	657,645	656,039	648,697	626,163	601,867	588,219	594,246	593,921
Cash Receivable - SRF Project			44,479								
Restricted Assets - RRI [8]	101,634	209,932	229,570	249,070	268,570	288,070	307,570	327,070	346,570	366,070	385,570
Percent of O&M [9]	92%	78%	128%	116%	145%	144%	140%	136%	134%	134%	133%

Restricted Assets - Debt 23,568 0

NOTE: Fiscal year end will change to June 30 in 2006, however, all years shown in 12 month periods.

- [1] Number of individual meters, not REU. Based on estimates for development plus current.
- [2] Calculated in projection years.
- [3] Expenses do not include Depreciation.
- [4] Estimate based on projected connections at current connection charge.  
The "Approved Plan Prior" refers to certain connections that will be charged on the existing \$2,500 fee.  
The "Approved Plan" are those with approved site plans.  
The "Development" includes potential development and redevelopment.
- [5] Estimated on-going capital improvement needs.
- [6] N/A
- [7] Unrestricted; taken from current "cash accounts" report. Includes taps
- [8] Represents only funds related to USDA loan - annual contribution to repair, replacement, and improvement reserve.
- [9] The percentage of Cash & Investments (including RRI) compared to Total Operating Expenses. Minimum target 75%.

Annual restriction for RD R&I 19500

# S2 GRANT APPLICATION

Rick Snyder, Governor

## Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

## Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

### Administered by:

Department of Environmental Quality  
Resource Management Division  
Revolving Loan Section  
Sonya T. Butler, Chief

Department of Treasury  
Michigan Finance Authority  
Joseph Fielek, Executive Director

### *Mailing Addresses:*

PO Box 30241  
Lansing, Michigan 48909  
517-373-2161

PO Box 15128  
Lansing, Michigan 48901  
517-335-0994

### *Delivery Addresses:*

Constitution Hall  
3<sup>rd</sup> Floor South  
525 West Allegan Street  
Lansing, Michigan 48933

Richard H. Austin Building  
1<sup>st</sup> Floor  
430 West Allegan Street  
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant  
to be considered for S2 Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,  
1994 PA 451, as amended.

**PROJECT INFORMATION**

**Project Name** Sludge Handling System Upgrade

**Project Location** Village of Dexter  
(Cities, Villages, Townships, and Counties Impacted by the Project)

**A. Legal Name of Applicant** Village of Dexter

*The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.*

Applicant's Federal Employer Identification No.: \_\_\_\_\_

**B. Address of Applicant**

Street, P.O. Box 8140 Main St.

City, State & Zip Dexter, MI 48130

(734) 426-8303 (734) 426-5614 \_\_\_\_\_  
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

**C. Designated Contacts for this Project**

1. Authorized Representative

Name Donna Dettling

Title Village Manager

Street, P.O. Box 8140 Main St.

City, State & Zip Dexter, MI 48130

(734) 426-8303 (734) 426-5614 ddettling@villageofdexter.org  
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

2. Applicant's Bond Counsel

Name Thomas D. Colis, Esq.

Firm Miller, Canfield, Paddock and Stone, PLC

Street, P.O. Box 150 West Jefferson, Ste. 2500

City, State & Zip Detroit, MI 48226

(313) 496-7677 (313) 496-8450 colis@millercanfield.com  
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

3. Applicant's Financial Advisor

Name Tom Traciak

Firm H.J. Umbaugh & Associates

Street, P.O. Box 6639 Centurion Dr., Ste. 100

City, State & Zip Lansing, MI 48917

(517) 321-0110 (517) 321-8866 traciak@umbaugh.com  
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

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4. Applicant's Consulting Engineer

Name Rhett Gronevelt, P.E.

Firm Orchard, Hiltz & McCliment, Inc.

Street, P.O. Box 34000 Plymouth Rd.

City, State & Zip Livonia, MI 48150

(734) 522-6711 (734) 522-6427 rhett.gronevelt@ohm-advisors.com  
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

**D. Disclosnre of Conditions Requiring Repayment of Grant**

The S2 Grant Program was specifically created with the intent of accelerating the progress of water pollution control efforts and stimulating the use of the revolving fund programs. It is expected that S2 grant recipients will be willing and able to complete the loan application process and finance the construction of needed facilities with loan assistance from the State Revolving Fund (SRF) and/or the Strategic Water Quality Initiatives Fund (SWQIF). Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

*The grantee shall repay the grant, within 90 days of being informed to do so, with interest accrued from the time funds were disbursed at a rate not to exceed 8 percent per year, to the Authority for deposit into the SWQIF if any of the following conditions occur:*

- (1) The applicant fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF, or other source of financing for the project within 3 years of the grant award.*
- (2) The project has been identified as being in the fundable range or is approved for funding from another source and the applicant declines the loan assistance for 2 consecutive fiscal years unless the applicant proceeds with funding from another source.*
- (3) The applicant is unable to, or decides not to, proceed with constructing the project.*

**E. Proposed Scope of Work**

Municipalities can seek S2 Grant Program assistance to cover the costs of the planning and design of sewage treatment works projects, stormwater treatment projects, or nonpoint source projects, and for user charge system development. Please note that only those applicants who have completed SRF/SWQIF project planning can apply for grant assistance for design engineering or user charge system development. If you have not already submitted a final project plan (complete with a public hearing transcript and resolution of adoption by the governing body), then one must be submitted with your S2 grant application that includes a request for a design engineering and/or user charge system development grant. **Please attach additional pages as necessary.**

Please describe the specific activities you will fund with S2 grant assistance:

1. Completion of SRF Project Plan submitted 06/2011.
2. Engineering design of sludge handling system upgrade as outlined in the attached proposal from Orchard, Hiltz and McCliment, Inc. dated 9/20/11.
3. Development of the user charge system as noted in the attached proposal from H.J. Umbaugh & Associates dated 9/15/11.

Please describe the system deficiencies or water quality problems you want to evaluate/address:

Inadequate sludge handling system as outlined in the Village of Dexter SRF project plan dated June 2011.

**NOTE: If you have already snbmitted a final SRF or SWQIF project plan to the DEQ and are seeking S2 grant assistance for design engineering and/or nuser charge system development costs, skip to Section G. Please indicate your assigned project number:**

SRF Loan Project # 5491-01 SWQIF Loan Project # \_\_\_\_\_

**F. Required Information**

If you are seeking S2 grant assistance for the preparation of a new SRF/SWQIF project plan, the following information (Items 1 – 8 ) must be provided with this application:

1. Study/Service Area Information

- a. Map(s) of the study and service areas
- b. Study and service area population figures and flows
- c. Projected 20-year population figures and flows

2. Existing Wastewater Treatment Facilities

- a. Treatment facilities site map
- b. Treatment processes flow diagram
- c. Description of the treatment processes
- d. Age and condition of the treatment facilities
- e. Operation, maintenance, or other problems
- f. Data on existing flows and design capacity
- g. Effluent characteristics and impacts
- h. Copy of the discharge permit or a compliance order
- i. Documentation of the need for facility improvements

3. Existing Wastewater Collection System

- a. Map(s) and description of the entire collection system
- b. Map(s) and descriptions of the combined sewer areas
- c. Age and condition of interceptors and collector sewers
- d. Locations, ages, and capacities of pump stations
- e. Condition and adequacy of pump stations
- f. Locations, ages, and capacities of retention/equalization basins
- g. Condition and adequacy of retention/equalization basins
- h. Operation, maintenance, or other problems
- i. Data on existing collection system flows, including a preliminary assessment of infiltration and inflow (see Item 4 below)
- j. Raw sewage bypass locations, frequencies, durations, volumes, and water quality impacts
- k. Combined sewer overflow locations, frequencies, durations, volumes, and water quality impacts
- l. Documentation of the need for collection system improvements

4. Excessive Infiltration and Inflow (I/I)

An initial quantification of collection system I/I must be provided with this application to determine the applicability of the following conditions:

- a. Wastewater flow during conditions of high groundwater is greater than 120 gallons per capita per day.
- b. Wastewater flow during the design storm event or any smaller storm event is greater than 275 gallons per capita per day.
- c. Storm events cause backup problems, overflows, or poor treatment performance due to hydraulic overloading.

Depending on the nature of the proposed project, an I/I analysis may be required and would be eligible for inclusion as part of this application. An I/I analysis being proposed in the absence of any of these conditions will not be eligible for S2 grant assistance. For further information, please refer to pages 15–17 in the **DEQ Clean Water Revolving Funds Project Plan Preparation Guidance (CWRF PPPG)**.

5. Sewer System Evaluation Survey (SSES)

If you are proposing to complete an SSES with S2 grant assistance, please provide a copy of the completed I/I analysis with this application.

6. Sewer Televising/Physical Inspections for Structural Integrity

If you are proposing to perform televising and/or physical inspections with S2 grant assistance to assess the structural integrity of municipal sewers, please provide documentation with this application to justify the extent of the area(s) to be evaluated.

Applicants should note that defects identified as a result of televising/physical inspections must meet the requirements found on pages 17–18 in the **CWRF PPPG** to be considered an SRF-eligible need for design or construction funding.

7. Projects in an Area Currently Without Sewers

Are you proposing to seek S2 grant assistance for a project to correct failing on-site septic systems in an area currently without sanitary sewers?  YES  NO

If YES, applicants should note that this type of project has a higher degree of difficulty in moving forward due to the controversial nature of establishing a Special Assessment District (SAD) and the inability to proceed with project construction due to the SAD not receiving approval. Disapproval of an SAD would require the S2 grant to be repaid with interest.

Applicants need to present sufficient documentation to identify suspect/known problem areas as part of this application and as a prerequisite to defining a need for their residents. For further information, please refer to pages 4–6 and 19 in the **CWRF PPPG**.

8. Projects to Abate Nonpoint Sources of Water Pollution

Are you proposing to seek S2 grant assistance for a project to correct nonpoint source water pollution?  YES  NO

If YES, please address the following questions:

- a. Is the proposed project included in an area covered by a Section 319 or a Clean Michigan Initiative (CMI) approved watershed plan?  YES  NO
- b. Is the proposed project located within an MS4 permit area?  YES  NO  
If YES, is the proposed project required under that permit?  YES  NO

If YES, please attach an explanation to this application.

- c. Does the proposed project help address a nonpoint pollutant source identified in the approved watershed management plan or a TMDL?  YES  NO

If YES, please attach an explanation to this application.

Applicants also need to attach documentation to this application to explain how the proposed project will address the nonpoint source water quality problem, including the estimated reduction in the problem pollutant(s).

**G. Multi-Purpose Projects**

Are you proposing to seek S2 design grant assistance for a project which involves non-wastewater-related improvements (e.g., the installation of water mains or storm sewers, full-width road restoration, etc.)?  YES  NO

If YES, please provide a draft Alternative Justifiable Expenditure (AJE) computation with this application. For further information, please refer to the **DEQ Guidance to Applicants and Consultants Regarding SRF Alternative Justifiable Expenditures**.

**H. S2 Grant Agreement Period**

Target date for completion of all grant-funded tasks: 06/2012 (month/year)

The applicant intends to seek SRF and/or SWQIF loan(s) to construct the proposed project in Fiscal Year 2012 (an October 1 to September 30 Fiscal Year)

**I. Project Cost Worksheet**

Please carefully read the instructions below before completing the Project Cost Worksheet.

Grant Budget Item	Incurred Project Costs*	Estimated Project Costs	Cost Supporting Documents Attached?	Total Project Costs
1. Project Planning Costs	\$54,597		<input checked="" type="checkbox"/> YES	\$54,597
2. Design Engineering Costs	\$2,010	\$172,500	<input type="checkbox"/> YES	\$174,510
3. User Charge System Development Costs		\$4,500	<input type="checkbox"/> YES	\$4,500
4. Cost Subtotal				\$233,607
5. LESS 10% Local Match				\$23,361
6. Requested S2 Grant Amount (Line 4 minus Line 5)				\$210,246

\* Only costs incurred for services rendered on or after December 14, 2010, the effective date of Act 231 of the Public Acts of 2010, are eligible for S2 grant assistance.

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. Please use whole dollar amounts for all entries. A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

Please note that S2 grant assistance is not available for general local government administrative activities or activities performed by municipal employees.

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## 2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet. Please then check the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer).
- For estimated costs, adequate supporting documentation means *either* an executed contract *or* an invoice or letter from the vendor detailing the services to be rendered and their costs.

## 3. Executed Contracts

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed copy of each contract, with a clear identification of the scope of the services and a contract period, must be enclosed with your application.

## 4. Line-By-Line Completion Guidance

### Line 1 — Project Planning Costs

The costs associated with project planning activities directly related to the project for which SRF and/or SWQIF loan assistance will be sought should be placed on Line 1. Please see the **DEQ Clean Water State Revolving Fund Eligibility Guidance** for a description of eligible planning activities.

### Line 2 — Design Engineering Costs

The costs associated with SRF and/or SWQIF project design should be placed on Line 2. Please note that bidding phase services, including construction staking, are not eligible for S2 grant assistance.

### Line 3 — User Charge System Development Costs

The costs associated with the development or updating of the municipality's system of user charges to cover the costs of project construction, operation, and maintenance should be placed on Line 3. The costs to develop and pass sewer use ordinances, intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project are also eligible for reimbursement and may be included on Line 3.

**Please note that costs for consultant services to prepare this grant application for the applicant are eligible for reimbursement.**

## J. Covenants and Certifications

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide, as a minimum, a 10 percent local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after the actual initiation of operation of the project and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; the Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

**K. Required Documents**

The following documents must be submitted with this application. Your grant application will be deemed incomplete if the required documents are not attached.

- (1) **Authorizing Resolution.** An adopted and certified copy of the attached standard resolution, **including the S2 Grant Agreement boilerplate marked SAMPLE**, must be submitted.
- (2) **Application Information.** The proposed scope of work must be supported by the additional information required under Section F on pages 3–5 above.
- (3) **Cost Support Documentation.** All requested costs must be supported with documentation consistent with the instructions on pages 5 and 6 above.

I certify that I am the authorized representative designated by the governmental unit that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that Village of Dexter (legal name of applicant) agrees to and will abide by the covenants and certifications stipulated above.

Donna Dettling, Village Manager

Name and Title of Authorized Representative (Please Print or Type)

Signature of Authorized Representative (Original Signature Required)

Date

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Please return the application and the specified attachments to:

REVOLVING LOAN SECTION  
RESOURCE MANAGEMENT DIVISION  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

**MAILING ADDRESS**  
P.O. BOX 30241  
LANSING MI 48909-7741

**SURFACE DELIVERY ADDRESS**  
CONSTITUTION HALL 3<sup>RD</sup> FLOOR SOUTH  
525 W ALLEGAN ST  
LANSING MI 48933-1502

<b>Grant Applications Submitted By:</b>	<b>Can Expect A Grant Award In:*</b>
July 1	October
October 1	January
January 1	April
April 1	July

\* Provided any identified application deficiencies will be resolved by the applicant within 60 days of the application submittal.

**Please Use the Attached Resolution “As Is”  
(Do Not Substitute Your Own Form)**

Village of Dexter  
County of Washtenaw

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the Village Council of the Village of Dexter  
County of Washtenaw, State of Michigan, (the "Municipality") held on  
September 26, 2011.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_  
\_\_\_\_\_

Member \_\_\_\_\_ offered and moved the adoption of the following resolution,  
seconded by Member \_\_\_\_\_.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$210,246 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Village Manager (title of the designee's position), a position currently held by Donna Dettling (name of the designee), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.





# Michigan Finance Authority

## STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of \_\_\_\_\_ 20\_\_\_\_, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the \_\_\_\_\_ County of \_\_\_\_\_ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant") within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

### GRANTEE INFORMATION:

\_\_\_\_\_  
Name/Title of Authorized Representative  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address  
\_\_\_\_\_  
Federal ID number

### GRANT INFORMATION:

\_\_\_\_\_  
Project Name:  
\_\_\_\_\_  
Project #:  
\_\_\_\_\_  
Amount of Grant: \$  
\_\_\_\_\_  
Amount of Match \$ \_\_\_\_\_ (10% or more)  
\_\_\_\_\_  
Project Total \$ \_\_\_\_\_ (grant plus match)  
\_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

### DEQ REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address

### AUTHORITY REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

MICHIGAN FINANCE AUTHORITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

**I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

**III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

#### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

#### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

## XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

## XII. INSURANCE

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

## XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

## XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

**XV. CLOSEOUT**

- (A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.
- (B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.
- (C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.
- (E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

**XVI. CANCELLATION**

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

**XVII. TERMINATION**

- (A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:
  - (1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.
  - (2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.
  - (3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.
- (B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:
  - (1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;
  - (2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - (3) Convicted under state or federal antitrust statutes;
  - (4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

#### **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

**XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

SAMPLE

S2 Grant Program

Project No. \_\_\_\_\_

Exhibit A

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

DEQ Approved Grant Amount: \$ \_\_\_\_\_ ; \_\_\_\_\_

Dollars

Time Period for Eligible Costs: Start Date \_\_\_\_\_ (month/year)

End Date \_\_\_\_\_ (month/year)

Description of Approved Project Scope:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEQ Approved Project Costs	
1. Planning Costs	\$
2. Revenue System Development Costs	\$
3. Design Engineering Costs	\$
4. Eligible Cost Subtotal	\$
5. LESS (≥10%) Local Match	\$
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UMBAUGH



It's all about experience.

**H.J. Umbaugh & Associates**  
Certified Public Accountants, LLP  
6639 Centurion Drive  
Suite 100  
Lansing, MI 48917  
Phone: 517-321-0110  
FAX: 517-321-8866

September 15, 2011

Village of Dexter

You have requested that H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Firm") provide to Village of Dexter, Michigan (the "Client") certain services, along with the associated fees, more fully set forth in Exhibit A hereto (the "Services").

The Client has the right to terminate the engagement at any time after reasonable advance written notice. On termination, if the project is financed, all fees and charges incurred prior to termination shall be paid promptly.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. We will not audit, review, or examine the information.

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a separate or revised Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours,

H.J. Umbaugh & Associates  
Certified Public Accountants, LLP

By: \_\_\_\_\_  
Tom Traciak, Principal

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Village of Dexter

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

By: \_\_\_\_\_

## EXHIBIT A

### Services Provided and Fees

#### Scope of Services

The services offered by the Firm include preparation for financing: revenue support consultation, debt structuring, outline of bonding options, and managing the timetable. Specific assistance with the financing process includes Part I application preparation for the DNRE, Part II application input, Municipal Finance Authority liaison, bond rating verification, Department of Treasury assistance, and closing instructions.

#### Fees

The fee for financial advisory services for the Clean Water Revolving Fund financing is \$11,150.

A "user charge system" is required by DNRE. The Firm will provide this for a fee of \$4,500. As part of the service, the Firm will provide rate management advice based on forecasted fund performance.

This fee would include all routine expenses such as local travel, postage, copying, faxing, computer time and word processing. This fee would not include more unusual expense items such as out of state travel or lodging. The fee is payable after closing of the bond issue.

AGENDA 9-26-11

ITEM L-3

**OHM**

September 20, 2011

est. 1962

Village of Dexter  
8140 N. Main Street  
Dexter, Michigan 48130

Attention: Ms. Donna Dettling  
Village Manager

Regarding: Village of Dexter  
Sludge Handling System Upgrade  
Proposal for Engineering Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering services to design upgrades to the sludge handling process at the wastewater treatment plant (WWTP). We have prepared the project understanding and scope of services based on our prior evaluation of the system during the planning process for the SRF Project Plan, as well as our previous discussions with you and your staff. Below is a summary of the project work tasks that are related to the design services.

#### PROJECT UNDERSTANDING

In July 2011, the Village of Dexter submitted a SRF Project Plan for funding through the State Revolving Fund, and has been awarded funding for fiscal year 2012. The project plan outlined improvements at the WWTP including upgrades to the sludge handling system, the grit system, and the instrumentation and controls. The various upgrades were slated to be completed over the next five years. The "sludge handling system upgrade" was the project with the highest priority and was proposed to be designed and constructed from 2011 to 2013.

As part of the asset management project and the project plan, each component of the sludge handling system was evaluated. The sludge handling system consists of the return activated sludge pumps, waste activated sludge piping and control valves, raw sludge pumps, primary digester tank; mixing and heating equipment and cover, sludge holding tank and cover, sludge drying beds, and the pipe work and valves associated with each system component. Both documents noted that the main areas of deficiency were in the treatment and storage of sludge generated at the WWTP, which occurs at the anaerobic primary digester and secondary sludge storage tank. The primary digester is the main unit responsible for treating the sludge at the plant. This process requires that the sludge be stabilized by reducing the organic matter contained within it through a process of mixing and heating the sludge. The mixing equipment at the plant is non-functional, and therefore, the sludge in the digester tank cannot be properly mixed in order to provide complete treatment. The boiler, which is the heating component of the process in the primary digester, is functioning but will be further evaluated during design to determine if the heating capacity is sufficient. If it's not, then the boiler will be replaced.

The second main component of the system is the sludge holding tank. This tank is intended to store sludge and provide additional thickening until an off-site contractor, currently Synagro, can remove the sludge and transport it to permitted sites for land application. Due to the nature of Michigan's weather, this is typically done twice a year; in the spring and fall. It is critical that sufficient storage be provided for the sludge; otherwise, it is held within the WWTP and can cause operational issues that may lead to NPDES permit violations.

One of the main items evaluated during the project plan was the need for additional sludge storage volume at the plant in response to a letter from the MDEQ dated January 6, 2011. This letter stated that the Village's existing sludge digester (primary digester) was not able to achieve biosolids pathogen treatment standards because time and temperature requirements were not being met. Additionally, the letter cited inadequate sludge storage due to evidence of old sludge age and the presence of excessive filamentous bacteria in the aeration tanks. This letter prompted the Village to install the temporary GeoTube system to provide back-up sludge storage capacity.

The project plan included an evaluation of potential process improvements that would allow the Village to store up to 180 days of sludge on the site. Currently, the sludge holding tank is expected to hold roughly 110 days of sludge at the design average flow (580,000 gallons per day) at a concentration of 4.25%. Ten State Standards recommends that a storage volume for a minimum of 120 to 180 days be provided onsite. In order to meet the minimum requirements, two options were considered: additional onsite storage or a permanently installed GeoTube system, similar to the one the Village currently has at the plant. The GeoTube option was found to be the most cost-effective option, and was the recommended alternative in the project plan in conjunction with replacing the existing anaerobic digester equipment. Modifications to the drainage systems of the existing sludge drying beds, installation of a permanent polymer system for the GeoTubes, and extension of the yard hydrant system were additional items identified for improvement as part of the project.

Both the primary digester and sludge holding tank are covered to minimize odor generation and to collect the methane gas that is generated during the sludge treatment process. These covers were originally installed in 1977 and have exceeded their design life. Both covers were intended to be replaced during the Sludge Handling System Upgrade project.

Lastly, the ancillary systems associated with the sludge handling process were evaluated. These systems including the raw sewage pumps, return activated sludge pumps, supernatant removal valves, chemical feed facilities, and the electrical and SCADA components associated with each of these. The project plan included replacement of these systems during the improvements. These systems aid in efficiently moving sludge from the wastewater treatment process to the sludge handling process and will allow the Village to have better control of the sludge handling system.

The anticipated S2 Grant applications are now available. As noted in the past, the S2 program is a program to provide grants to municipalities for planning and design of wastewater and stormwater projects that qualify for SRF funding. The grants require a 10% match. The Village is eligible to receive grant funding for the planning and design effort. It is recommended that a grant application be submitted for the planning (completion of a SRF project plan) and design effort by October 1, 2011. When requesting grant funding professional services of more than \$50,000, a signed

contract must be in place at the time of the application. A Council resolution is required for applying for the S2 grant in general.

### SCOPE OF SERVICES

The Scope of Services is divided into two distinct phases. The first phase, the Basis of Design (BofD) Phase, involves the preparation of the basis of design document. The BofD is essentially a road map for the proposed improvements and would be completed before beginning detailed design. Upon completion of the BofD, preliminary and final design and document preparation would be completed.

#### PART 1: BASIS OF DESIGN PHASE

This phase is critical to the success of the project. In order to maintain the project schedule, decisions must be made in a timely and decisive manner for the design to proceed. OHM has the benefit of being familiar with the WWTP, having visited the site and worked with Village staff to identify the problems and preliminary solutions during the SRF project plan preparation.

The Basis of Design Phase will include the following work efforts:

- 1) Work sessions with OHM, Village staff and the WWTP operator will occur at the Dexter WWTP. These sessions will review the problems and solutions previously identified, and seek any additional options and alternatives. OHM will confirm recommendations for replacement and/or renovation of equipment, controls, and SCADA, and finalize the design solution. We anticipate that two (2) work sessions will be needed.

One of these work sessions will be devoted to reviewing the scope of work recommended in the 2011 Project Plan and re-evaluating sludge options that are available to the Village. Depending upon the re-evaluation, OHM will need to discuss the project plan revisions with the MDEQ since the Village has an approved project plan for the repair of the existing anaerobic digester and storage tank. The second work session would be to review the final basis of design document and review comments.

- 2) Upon confirmation of the proposed sludge handling improvements, OHM will begin work on the draft basis of design (BofD) documents detailing the proposed improvements for each component of the sludge handling system upgrades. The BofD identifies the recommended equipment, structural, architectural, mechanical, electrical and instrumentation and controls necessary for the proposed improvements. Integration of the improvements into the Village's SCADA system will be made where possible.
- 3) Field visits with Village personnel will be completed to field verify existing conditions, gather additional information from the Village, and discuss project goals and intentions. Field visits will review piping, pumps, mechanical and electrical systems, instrumentation and controls, structural elements and other systems that would be potentially impacted by the recommended improvements. These field visits will be an opportunity for the Village and OHM to refine the project's needs in an informal setting. We have scheduled two (2) field visits for verification of existing conditions.

- 4) OHM will develop a preliminary suggested construction sequence schedule for the work items. This suggested work sequence will be refined and further developed during the design process with input from the Village.
- 5) OHM will develop an opinion of probable construction costs for the recommended improvements. These opinions will be an appendix in the BofD document.
- 6) A draft BofD document will be presented to the Village for review and comment. Updates will be made, as required.
- 7) The Final BofD document will be submitted to the MDEQ for their review and comments. By submitting the BofD early in the project schedule and discussing the proposed improvements with the MDEQ staff, it often prevents unanticipated comments from impacting the project design budget and schedule at a later date.
- 8) We will review the final comments from MDEQ with the Village and WWTP Operator.
- 9) During the BofD preparation several equipment manufacturers and equipment types will be brought to the Village's attention for design consideration. OHM will arrange for the Village to tour up to two facilities, witness the equipment in operation, examine the proposed equipment, and ask questions of the operators.

#### Deliverables

##### Part 1: Basis of Design

- ✓ Work session meeting minutes
- ✓ Draft Basis of Design document
- ✓ Final Basis of Design document

##### PART 2: DESIGN PHASE

Following the Basis of Design work sessions, OHM will begin the preparation of construction drawings, contract documents, and specifications for the purposes of bidding the project. It is anticipated the project will be bid as one single contract.

Specific work efforts include:

- 1) Complete supplemental survey and create base drawings.
- 2) Prepare preliminary and final bidding documents (including design drawings and contract documents) for the Village and MDEQ review and comment. We anticipate having a design review meeting at each of the stages with the Village to aid in maintaining the project schedule. At this meeting, we would walk through the design of the project and would encourage all interested Village staff to attend to gain their timely input. Preliminary and final documents would be submitted to the MDEQ per the approved milestone project schedule issued by the MDEQ.
- 3) Prepare architectural, structural, process, plumbing, heating and ventilation, electrical and instrumentation drawings and technical specifications as needed to convey the intended improvements to the general contractor for bidding purposes. Preparation of the drawings

and specifications also includes the evaluation of potential equipment manufacturers, engineering calculations used to complete the design, field measurement of existing as-constructed drawings to confirm the existing conditions, coordination of design elements for a complete project, and communication with the Village as to the impacts the improvements will have at the facility.

- 4) Complete contract documents for inclusion into the project manual for bidding. OHM will modify the Engineers Joint Contract Documents Committee (EJCDC) standard documents as they apply to the project. It is recommended that the Village Attorney review these documents prior to bidding to determine if any revisions are required.
- 5) Prepare opinions of probable construction cost at both the preliminary and final design submittals for discussions with the Village and/or adjustments to the project if required.
- 6) At the preliminary and final design milestones, OHM will conduct a quality assurance/quality control (QA/QC) review on the drawings and specifications. QA/QC review procedures will be completed and comments addressed prior to submitting the documents to the MDEQ submittals.
- 7) Meet with the Village and WWTP Operator following review of preliminary and final documents to address questions and review comments directly with the Village.
- 8) Prepare and submit the Part 451 and MDEQ/USACE Joint Permit Application permit applications to the MDEQ on the Village's behalf. A MDEQ/USACE Joint Permit is expected to be required in order to allow contractor access to the primary digester and sludge holding tank for the equipment and cover removal and replacement. OHM will also determine any other permits that may be needed during the final design. These may include building permits from the local community for electrical modifications and roof improvements. We will contact the appropriate regulatory agency to determine if these are needed and if required they will be incorporated into the bidding documents.
- 9) Update the draft of construction sequence of work prepared during the BoF/D phase for the Village's review. This document and other construction restrictions will be included within the Summary of Work Section of the bidding documents. The suggested work sequence will be critical for the sludge handling improvements project, as the WWTP is an operating entity and some means to continuously treat sludge must be incorporated into the project's design. Restrictions must be included in the Bidding Documents to protect the Village's plant operation and interests and limit the general contractor's interruption of service.
- 10) Finalize the bidding documents based on comments received from the Village, MDEQ and other stakeholders.

#### Deliverables

##### Part 2: Design Phase

- ✓ Three (3) sets of preliminary and final design documents for Village review
- ✓ Four (4) sets of preliminary and final documents to MDEQ for permits
- ✓ Opinions of Probable Construction Costs at preliminary and final design
- ✓ Meeting minutes for all design coordination meetings

- ✓ Construction sequencing write-up and schedule
- ✓ MDEQ Part 451 permit and Joint Permit Application
- ✓ SESC permit from Washtenaw County
- ✓ Begin building permit application with Washtenaw County

Funding Application

OHM will complete the S2 Grant Application and submit to the MDEQ by October 1, 2010. This includes the completion of the application, resolution, and supporting cost documentation.

SCHEDULE

The schedule will follow the MDEQ milestone schedule for a 4<sup>th</sup> quarter loan closing project. Anticipated key dates are shown below through final engineering.

Kick-off Meeting	Oct 17, 2011
<u>Basis of Design Phase</u>	
Re-evaluate Sludge Options	Oct. 17, 2011 – Nov. 4 2011
Draft Basis of Design	November 2011
Field Visits	November 2011
Conceptual Operation Plan	December 2011
Final Basis of Design	December 2011
<u>Design Phase</u>	
Digester Inspection	In Process
Survey	Late Oct
Preliminary Engineering	Dec. 2011 – March 2012
Submit Draft Bidding Documents to MDEQ	March 2012
Final Engineering	March 2012 – June 2012
Submit Final Bidding Documents to MDEQ	May 2012

COMPENSATION

OHM proposes to provide the above outlined professional services as detailed below:

Re-evaluate Sludge Options (including field visits)	\$ 13,000
Basis of Design	\$ 18,000
Operation plan for Sludge Upgrades	\$ 7,500
Digester Inspection	\$ 10,000
Preliminary Engineering (including Survey)	\$ 45,000
Final Engineering	\$ 65,000
Permitting	\$ 9,000
Permitting application/fee allowance	\$ 2,500
S2 Grant Application	<u>\$ 2,500</u>
TOTAL COMPENSATION	\$172,500

Services will be provided on an hourly to maximum basis. The Village will be invoiced monthly for the value of services completed to date, in accordance with OHM's current hourly rate schedule. The Village will be responsible for any applicable permitting fees.

**CONTRACT TERMS AND CONDITIONS**

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

Very truly yours,  
ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronevelt, P.E.  
Principal in Charge

**SLUDGE HANDLING SYSTEM UPGRADES  
VILLAGE OF DEXTER**

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Attachments: Exhibit 1 – Standard Terms and Conditions

...the ... of ...

AGENDA 9-26-11  
ITEM L-4

Village of Dexter  
County of Washtenaw

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the Village Council of the Village of Dexter  
County of Washtenaw, State of Michigan, (the "Municipality") held on  
September 26, 2011.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_  
\_\_\_\_\_

Member \_\_\_\_\_ offered and moved the adoption of the following resolution,  
seconded by Member \_\_\_\_\_.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$210,246 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Village Manager (title of the designee's position), a position currently held by Donna Dettling (name of the designee), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS:       Members:

NAYS:       Members:

RESOLUTION DECLARED ADOPTED

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, 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.

\_\_\_\_\_  
Name  
Village of Dexter, Clerk  
Village of Dexter County of Washtenaw



AGENDA 9-26-11

ITEM 6-5

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

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: September 20, 2011**  
**Re: Materials Testing**

Materials testing service is required for the upcoming water main project. The original testing allowance was estimated at \$25,000, however due to the decrease in road impacts from the original design of the project the bids came back significantly less.

Bids were received from Testing Engineers and Consultants (\$7,461.30), Soil and Materials Engineers (\$10,800) and CTI and Associates (\$7,883.00). OHM has recommended that we approve the bid with a \$1,000 contingency budget to cover potential additional testing needs. The contractor is paid based on the actual tests that are performed and the time they spend on site.

This will be paid for through our Drinking Water Revolving Fund loan.

Requested action – Please approve testing services from Testing Engineers and Consultants (TEC) in an amount not to exceed \$8,461.



Engineering Advisors

September 20, 2011

Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Attention: Donna Dettling  
Village Manager

Regarding: Dexter 2011 Water Main Upgrades  
Testing Services

Dear Ms. Dettling:

Three proposals have been received for testing services on the Dexter 2011 Water Main Upgrades project with proposed fees ranging from \$7,461.30 to \$10,800.00. The companies that submitted proposals were Testing Engineers and Consultants (TEC), Soil and Materials Engineers (SME), and CTI and Associates. TEC of Ann Arbor, MI provided the lowest fee proposal of \$7,460.30 based on an hourly rate. The proposals were estimated based on the anticipated amount of work on the project. The fee could increase or decrease depending on the actual services performed.

TEC has worked with the Village and OHM on other projects, and we have been satisfied with their performance. It is recommended that the testing services for the Dexter 2011 Water Main Upgrades contract be awarded to Testing Engineers and Consultants of Ann Arbor, Michigan. It is also recommended that a contingency budget of approximately \$1,000.00 be provided should additional services be deemed necessary throughout the course of construction. The proposal is attached for your review.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,  
ORCHARD, HILTZ & McCLIMENT, INC.

Christine Phillips, PE  
Client Representative

## FEE SCHEDULE ENGINEERED MATERIALS SERVICES

SEE FS:0 FOR STAFF RATES

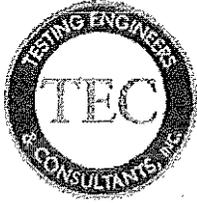
### EQUIPMENT

Use of Coring Machine .....	Per Day .....	160.00
Use of Coring Machine and Generator.....	Per Day .....	250.00
Plus bit wear for concrete (0 – 12" thick).....	Per Core .....	25.00
Mobilization of drill rig and two-man crew on and off site.....	Per Mile-Each Way.....	3.75
	Minimum Charge.....	475.00
Mobilization of all-terrain drill rig and two-man crew on and off site....	Per Mile-Each Way.....	3.75
	Minimum Charge.....	475.00
Charge for all-terrain drill rig .....	Per Day .....	400.00
Use of Drill Rig and two-man crew .....	Per Hour.....	185.00
Centrifuge Extractor for Asphalt Batch Plant.....	Per Day .....	80.00
Penetrometer (Housel, Dynamic Cone or Vaneshear).....	Per Day .....	30.00
Corps of Engineers DCP .....	Per Day .....	100.00
Muck Probe .....	Per Day .....	50.00
Resistivity Moisture Meter.....	Per Day .....	30.00
Nuclear Density – Moisture Meter .....	Per Day .....	50.00
	Per Week.....	200.00
	Per Month .....	600.00
Field Maximum Density Equipment .....	Per Day .....	35.00
Field Maximum Density Equipment .....	Per Week.....	150.00
Field Maximum Density Equipment .....	Per Month .....	450.00
Windsor Probe.....	Per Day .....	105.00
Windsor Probe Shot Costs.....	Each .....	12.00
Profilometer for Floor Flatness (manual) .....	Per Day .....	150.00
Profilometer for Floor Flatness (computerized).....	Per Day .....	200.00
FWD (Falling Weight Deflectometer).....	Per Day .....	1,500.00
FWD (Falling Weight Deflectometer).....	Per Hour (Min. 2 Hours).....	300.00
Mobilization of FWD .....	Per Mile Each Way .....	3.00
Minimum Mobilization Charge.....		300.00
Profilometer.....	Per Day .....	600.00
Power Hand Auger .....	Per Day .....	110.00
Survey Equipment (total station).....	Per Day .....	160.00
(rod & level).....	Per Day .....	30.00
Benkleman Beam .....	Per Day .....	110.00
GPS RTK Unit .....	Per Day .....	500.00
GPS Unit (with sub-meter assembly).....	Per Day .....	200.00
GPS Unit (with sub-meter assembly).....	Per Week.....	800.00
GPS Unit (with sub-meter assembly).....	Per Month .....	2,500.00
R-Meter .....	Per Day .....	100.00
Infrared Thermography .....	Per Day .....	600.00
Torque Wrench.....	Per Day .....	75.00
Magnetic Particle – Yoke Method.....	Per Day .....	45.00
Ultrasonic Testing – Flaw Detector.....	Per Day .....	100.00
Hydraulic Load Test Equipment .....	Per Day .....	200.00
Pulse Radar.....	Per Day .....	600.00
Phased Array UT.....	Per Day .....	600.00
UPV with Spectral Analysis of Surface Waver (SASW) .....	Per Day .....	600.00
Ultrasonic Pulse Velocity (UPV) .....	Per Day .....	400.00
Ultrasonic Impact Echo .....	Per Day .....	250.00
Coatings Test Kit.....	Per Day .....	50.00

FS:4 (01/10) Page 1 of 3 Effective Date January 1, 2010 through December 31, 2010



consultants in the geosciences, materials, and the environment



# Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
 (248) 588-6200 or (313) T-E-S-T-I-N-G

## PROPOSAL AND AUTHORIZATION TO PROCEED

Client: Village of Dexter c/o OHM Date: August 26, 2011

Address: 34000 Plymouth Road, Livonia, Michigan 48150

Contact: Ms. Christine Phillips, PE Phone No.: (734) 522-6711 Fax No.: (734) 522-6427

Email: Christine.Phillips@ohm-advisors.com

Project: Dexter 2011 D WRF Water Main Upgrades Project

Location: Dexter, Michigan

Proposal Number: 010-11-0236

### Scope of Services:

Testing Engineers & Consultants, (TEC) to provide construction materials testing services for the Dexter 2011 D WRF Water Main Upgrades Project, Dexter, Michigan.

Item No.	Inspection/Testing Activity	Quantity	Units	Unit Cost	Sub-Total	Total
1.01	<b>Compaction Testing</b>					
	Senior Engineering Technician	10	Days	\$304.00	\$3,040.00	
	Nuclear Density Gauge	10	Day	\$10.00	\$100.00	
	Soil Moisture Density Relationship	2	Each	\$110.00	\$220.00	
	Sieve Analysis	2	Each	\$55.00	\$110.00	\$3,470.00
1.02	<b>Density Testing</b>					
	Senior Engineering Technician	5	Days	\$304.00	\$1,520.00	
	Nuclear Density Gauge	5	Day	\$10.00	\$50.00	
	Soil Moisture Density Relationship	1	Each	\$110.00	\$110.00	
	Sieve Analysis	1	Each	\$55.00	\$55.00	\$1,735.00
1.03	<b>Concrete Testing</b>					
	Senior Engineering Technician	2	Days	\$304.00	\$608.00	
	Concrete Cylinder Tests	8	Each	\$11.00	\$88.00	\$696.00
1.04	<b>Engineering Support/Reimbursables</b>					
	Project Manager/Engineer	6	Hours	\$90.00	\$540.00	
	Trips (Site Visits and Sample P.U.)	19	Trips	\$35.00	\$665.00	\$1,205.00
					Total	\$7,106.00
					Contingency (OT, Retest, etc.)	\$355.30
					<b>Testing Services Total</b>	<b>\$7,461.30</b>

Copyright 1997 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
 OFFICES IN ANN ARBOR, DETROIT, AND TROY  
 FOUNDED IN 1966

**Testing Engineers & Consultants, Inc.**

Client: Village of Dexter c/o OHM

Date: August 26, 2011

TEC Proposal Number: 010-11-0236

**Schedule of Fees:**

Personnel:

- Senior Engineering Technician ..... Hour \$ 38.00
- Project Engineer/Manager ..... Hour \$ 90.00
- Professional Engineer ..... Hour \$ 115.00

Laboratory Tests:

- Concrete Cylinder Tests..... Each \$ 11.00
- Moisture Density Relationship of Soils..... Each \$ 110.00
- Sieve Analysis..... Each \$ 55.00

Equipment/Reimbursables:

- Nuclear Density Gauge ..... Day \$ 10.00
- Trips (Site Visits and Sample P.U.)..... Trip \$ 35.00

**Terms and Conditions:**

1. The quoted fees represent standard rates for eight hours of continuous work including travel time between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates would be applicable for Saturday and hours other than those stated above at 1.5 times the standard rate. Premium rates will be applicable for hours worked on Sundays and Holidays at 2.0 times the standard rate.
2. A four-hour minimum, inclusive of travel time and equipment charges, will apply to field services. The four-hour minimum will not apply to material sampling, cylinder collection, or engineering services.
3. Laboratory work that needs immediate attention will be billed at 1.5 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
4. Unless otherwise stated, local and on-site travel will be invoiced at the applicable personnel rate and \$0.55 per mile, portal-to-portal from TEC facilities. Lodging, subsistence and transportation for out-of-town services are invoiced at cost plus 20%.
5. For first time clients, invoice must be paid in full prior to release of reports. TEC accepts Check, Visa or M/C.
6. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
7. The TEC fee for depositions, court appearances, expert witness, legal assistance, litigation, preparation, or other legal work is \$150.00 per hour plus expenses.
8. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC's directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.
9. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC, as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.

**Testing Engineers & Consultants, Inc.**

Client: Village of Dexter c/o OHM

Date: August 26, 2011

TEC Proposal Number: 010-11-0236

**Terms and Conditions: (cont'd)**

10. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**Please authorize us to proceed by signing in the space provided below or by sending us a purchase order. A signed copy of this proposal or a purchase order must be returned to us before TEC can begin/continue work on your project.**

**Issued by TEC:**

**Accepted by:**



\_\_\_\_\_  
Ruben E. Ramos, P.E.  
Vice President  
Engineering and Construction Services

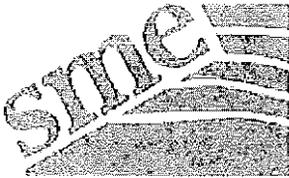
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Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Firm/FEIN.

RER/jb

\_\_\_\_\_  
Date



Soil and Materials Engineers, Inc.  
The Kramer Building  
43960 Plymouth Oaks Blvd.  
Plymouth, MI 48170-2594

Tel (734) 454-9900  
fax (734) 454-0620  
www.sme-usa.com

Kenneth W. Kramer, PE  
Founder

Mark K. Kramer, PE  
Timothy H. Bedenis, PE  
Gerald M. Bellan, PE  
Chuck A. Gemayel, PE  
James M. Harless, PhD, CHMM  
Larry P. Jedele, PE  
Cheryl A. Kehres-Dietrich, CGWP  
Edward S. Lindow, PE  
Gerard P. Madej, PE  
Timothy J. Mitchell, PE  
Robert C. Rabeler, PE  
Daniel O. Roesser, PG

Christopher R. Byrum, PhD, PE  
Daniel R. Cassidy, CPG  
Andrew J. Emmert, CPA  
Sheryl K. Fountain, SPHR  
Michael E. Gase, CWI, ASNT III  
Dwyle J. Hurlburt, PE  
Laurel M. Johnson, PE  
Jeffery M. Krusinga, PE, GE  
Michael S. Meddock, PE  
Mark L. Michener, LEED GA, CDT  
Louis J. Northouse, PE  
Bradley G. Parlato, PE  
Rohan W. Perera, PhD, PE  
Joel W. Rinkel, PE  
Jason A. Schwartzenberger, PE  
Larry W. Shook, PE  
Thomas H. Skotzke  
Michael J. Thelen, PE  
Keith D. Toro, PE  
John C. Zarzecki, CET, CDT, NDE

September 2, 2011

Ms. Christine Phillips  
Orchard, Hiltz & McCliment, Inc. (OHM)  
34000 Plymouth Road  
Livonia, Michigan 48150

Via electronic mail: [Christine.Phillips@ohm-advisors.com](mailto:Christine.Phillips@ohm-advisors.com) (pdf file)

RE: Proposal for Construction Materials Services  
Dexter 2011 DWRP Water Main Upgrades  
Dexter, Michigan 48130  
SME Proposal No. P02314.11

Dear Ms. Phillips,

Soil and Materials Engineers, Inc. (SME) would be pleased to provide Construction Materials Services (CMS) for the above referenced project. This letter presents our scope and fee estimate for the proposed services.

#### SCOPE OF SERVICES

We understand the project consists of the replacement of 7,500 lineal feet of 4-inch water main and 8-inch ductile iron water main with related appurtenances and associated pavement and concrete work.

We have developed our scope of service and fee estimate based on our review of the project drawings prepared by OHM dated March 9, 2011 and our email discussion regarding our scope of services. We anticipate our services during construction of the referenced project will consist of providing CMS related to utility trench backfill, aggregate base materials, concrete, and HMA pavements. We would also be available to provide engineering consultation and recommendations related to special conditions that may be encountered during construction. More specifically, we anticipate that our scope of services for this project will include the following:

- Performing field density tests on the utility trench backfill and aggregate base material under pavement areas and sidewalks;
- Performing plastic field tests and molding compressive strength specimens of the concrete to be placed for the curb/gutter, and sidewalks;

OFFICES  
Indiana  
Michigan  
Ohio

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consultants in the geosciences, materials, and the environment

- Providing HMA lay down construction reviews including loose thickness and temperature checks, and in-place density testing of compacted asphalt concrete, and;
- Providing laboratory services related to the construction materials such as extractions and gradations on the HMA, modified proctor tests and gradations on the aggregate base and fill materials, and compressive strength tests on molded concrete cylinders.

### PROFESSIONAL SERVICE FEE

For our budget estimate, we have assumed the following:

- 10 site visits to perform field density testing on the utility trench backfill;
- 5 site visits during HMA paving;
- 2 site visits for concrete testing during curb/gutter and sidewalk placements;
- 8 concrete cylinders;
- 2 modified Proctor tests and gradation analysis, and;
- 5 bituminous extractions/gradations.

We estimate a fee of \$10,800 to provide the services outlined above for the referenced project. These services will be provided in accordance with the attached fee schedules (FS:0 and FS:4) based upon the actual amount of time expended, tests performed and materials used. This is determined by your staff's request of our services during construction based on the duration, progress, and scheduling of the above items. This estimate assumes the work will occur from Monday through Friday during normal working hours (7:00 am to 5:00 pm). Additional fees beyond the above estimate would be required for services provided on weekends or holidays, or for site visits and time spent beyond the amount indicated above. Our budget estimate also includes a limited amount of project management for scheduling, coordination, technical support, report review, and report preparation and transmittal.

We have also assumed that testing will not be performed in accordance with MDOT Local Agency Program (LAP) frequency and procedures. Additional funds will be required if testing to MDOT frequency and procedures are required.

### AUTHORIZATION

After you have reviewed our proposal, please issue a project supplement in accordance with the continuing service agreement between OHM and SME.

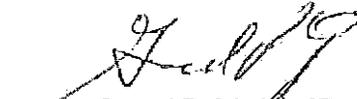
We appreciate the opportunity to provide you with our proposal for performing these services, and we look forward to working with you on this project. We are available to discuss our scope of services with you at your convenience.

Very truly yours,



**SOIL AND MATERIALS ENGINEERS, INC.**

  
Matthew T. Bertucci, PE  
Senior Engineer

  
Gerard P. Madej, PE  
Vice President

Attachments: FS: 0 (1/10) & FS: 4 (1/10)







### Concrete Masonry Units (continued)

Linear Shrinkage .....	3 Block Set.....	450.00
Compressive Strength of Prism – Hollow .....	Each prism .....	300.00
– Solid (Grouted) .....	Each prism .....	400.00
Freeze-Thaw Testing (100 cycles) .....	5 Block Set.....	850.00
Freeze-Thaw Testing (additional 50 cycles).....	5 Block Set.....	550.00
Freeze-Thaw Testing (Canadian Method 50 cycles).....	5 Block Set.....	500.00

### Brick

Compressive Strength.....	5 Brick Set .....	250.00
Modulus of Rupture for Paving Brick.....	5 Brick Set .....	250.00
Absorption – Basic with Saturation Coefficient.....	5 Brick Set .....	300.00
– Initial Rate (Lab method).....	5 Brick Set .....	150.00
Efflorescence.....	5 Brick Set .....	300.00
Dimensional Review .....	10 Brick Set .....	150.00
Freeze-Thaw Testing (50 cycles) .....	5 Brick Set .....	800.00

### Retaining Wall Masonry Units

Compressive Strength.....	3 Block Set.....	450.00
Absorption.....	3 Block Set.....	250.00
Freeze-Thaw Testing (100 cycles) .....	5 Block Set.....	750.00

### Paver Brick

Compressive Strength.....	Each .....	50.00
Absorption.....	Each .....	30.00
Freeze-Thaw Testing (50 cycles) .....	5 Block Set.....	500.00

### Grout/Mortar

Compressive Strength – 2" x 2" Cubes .....	Each .....	35.00
– 3" x 3" x 6" Specimen.....	Each .....	45.00
Splitting Tensile – 3" x 6" Cylinders .....	Each .....	50.00
Mortar Aggregate Ratio.....	Each .....	125.00
Quantitative Analysis of Hardened Mortar (Historical/Mix) .....	Each .....	1,700.00

### Roofing

Built-up Roof Test Cut Analysis (ASTM D-2829) with aggregate.....	Each .....	300.00
Built-up Roof Test Cut Analysis (ASTM D-3617) without aggregate .....	Each .....	225.00
Thermal Insulation Compressive Strength (ASTM D-1621).....	Each .....	100.00
Thermal Insulation Density (ASTM D-1622).....	Each .....	80.00
Softening Point of Bitumen – Ring and Ball (ASTM D-36) .....	Each .....	200.00
Measuring Voids in Roofing Membrane (ASTM D-5076).....	Each .....	200.00

### Fireproofing

Adhesion/Cohesion Bond Equipment .....	Per Test.....	50.00
Density Laboratory Test .....	Each .....	80.00
Intumescent Dry Film Thickness Gauge .....	Per Day .....	75.00

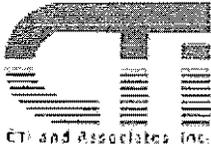
### **GENERAL NOTES**

1. Equipment charges do not include personnel time for performing test.
2. Consultation, interpretation of data, and recommendation or conclusions based on tests results are not included in equipment fee.

FS:4 (01/10) Page 3 of 3 Effective Date January 1, 2010 through December 31, 2010



consultants in the geosciences, materials, and the environment



September 19, 2011

Ms. Christine Phillips, PE, CFM  
Orchard, Hiltz & McCliment, Inc.  
34000 Plymouth Road  
Livonia, MI 48150

Ph.: 734.522.6711  
Fax: 734.522.6427

**RE: Proposal for Construction Materials Testing Services  
Dexter 2011 DWRP Water Main Upgrades  
Washtenaw County, Michigan  
CTI Proposal No.: 311PRO2040-164**

Dear Ms. Phillips:

As requested, CTI and Associates, Inc. (CTI) is pleased to submit the attached proposal for providing Construction Materials Testing Services, along with related laboratory services for the above referenced project. Presented in the proposal is the Scope of Services to be conducted by CTI and a detailed Cost Estimate for each discipline. **CTI is a Certified Minority Business Enterprise (MBE) from the state of Michigan and DBE from MDOT as well as a designated Federal SBA 8(a) firm.**

CTI is accredited with the American Association of State Highway Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) in various ASTM test methods pertaining to soils, aggregate and asphalt, including but not limited to **ASTM E329 Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used In Construction**. CTI is also a validated laboratory with the US Army Corps of Engineers (USACE) for soils, aggregate and asphalt.

If the scope of services is limited to what has been presented in this proposal, the total cost of our services is estimated to be **\$7,883**. This estimate has been provided for budgeting purposes only and should not be considered as a not-to-exceed cost. In the event the scope of services should change due to contractor delay or unforeseen circumstances, additional services will be provided in accordance with the rates and unit prices included herein.



## PROJECT UNDERSTANDING

We understand that the project involves the installation of approximately 7,500 feet of 8-inch diameter ductile iron water main and associated road improvements on various streets in downtown Dexter, MI. The construction will include the installation of new underground utilities, exterior concrete, and asphalt pavement. The following scope of services and price breakdowns are based upon a review of the project plans prepared by Orchard, Hiltz & McCliment, Inc. (OHM) and dated March 09, 2011, and email communication with Christine Phillips, with OHM.

## SCOPE OF SERVICES

CTI proposes to provide experienced field personal to perform the necessary construction and materials testing and evaluation services in accordance with the project specifications and drawings. These services are to include, but are not limited to the following:

1. Provide an Engineering Technician to observe placement of engineered fill, and verification of in-place density of utility trench backfill; engineered fill placed beneath sidewalks, curb, and pavements; and bituminous pavement with the use of a nuclear density gauge.
2. Provide an Engineering Technician to test concrete placed for curb and gutter, driveway, and sidewalk. Testing shall include slump, temperature, air content and casting test specimens for compressive strength analysis.
3. Provide a Project Manager/Engineer for review of technical reports generated by CTI, normal management of technicians, and consultation, if necessary.
4. Provide Laboratory Testing of materials used during construction, including sieve analysis and moisture-density determination (Modified Proctor test) of soil and aggregate materials used for fill; compressive strength determination of field-cast concrete cylinders; and extraction/gradation analysis of bituminous pavement.



**FEE SCHEDULE**

The following is our proposed fee schedule for providing professional engineering and consultation services:

**Professional Services**

Engineering Technician	Hour	\$ 38.00
Staff Engineer	Hour	\$ 65.00
Project Engineer	Hour	\$ 80.00
Project Manager	Hour	\$ 98.00
Principal Engineer	Hour	\$ 115.00
Administrative Services	Hour	\$ 40.00

**Laboratory and Field Testing**

Modified Proctor (ASTM D1557)	Ea.	\$ 155.00
Sieve Analysis Only	Ea.	\$ 65.00
Compressive Strength Analysis	Cyl.	\$ 15.00
Asphalt Extraction/Gradation	Ea.	\$ 190.00
Asphalt TMD (Rice) Test	Ea.	\$ 90.00

**Transportation and Equipment Charges**

Vehicle Charge	Day	\$ 40.00
Density Gauge Charge	Day	\$ 25.00

The rates stated in the previous section are based on the following criteria:

- Work performed on Saturdays or outside the normal work hours (8:00 a.m. to 5:00 p.m.) will be charged at 1.5 times the normal hourly rate.
- Work performed on Sundays or holidays will be charged at 2.0 times the normal hourly rate.
- A minimum 4 hour charge will apply for on-site services.
- The hourly rates include normal supervision of field personnel, but does not include report typing, review, distribution or engineering consultation. Typically, Project Management is billed at 1/2 hour per report generated and administrative services are billed at 1/4 hour per report generated.



**COST ESTIMATE**

**BACKFILL, RELATED EARTHWORK, & ASPHALT PAVING:**

FIELD SERVICES	EST. QUANTITY	RATE / FEE	EXTENDED COSTS
Engineering Technician	100 Hrs.	\$ 38.00	\$ 3,800.00
Nuclear Density Gauge	15 Days	\$ 25.00	\$ 375.00
Vehicle Charge	15 Days	\$ 40.00	\$ 600.00
Project Manager	8 Hrs.	\$ 98.00	\$ 784.00
Administrative Services	4 Hrs.	\$ 40.00	\$ 160.00

**LABORATORY SERVICES**

Modified Proctor Test	2 Ea.	\$ 155.00	\$ 310.00
Sieve Analysis Test	2 Ea.	\$ 65.00	\$ 130.00
Asphalt Extraction/Gradation	5 Ea.	\$ 190.00	\$ 950.00

**SUBTOTAL: \$ 7,109.00**

**EXTERIOR CONCRETE:**

FIELD SERVICES	EST. QUANTITY	RATE / FEE	EXTENDED COSTS
Engineering Technician	12 Hrs.	\$ 38.00	\$ 456.00
Vehicle Charge	2 Days	\$ 40.00	\$ 80.00
Project Manager	1 Hrs.	\$ 98.00	\$ 98.00
Administrative Services	0.5 Hrs.	\$ 40.00	\$ 20.00

**LABORATORY SERVICES**

Concrete Cylinder Strength Test	2 Sets of 4	\$ 60.00	\$ 120.00
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**SUBTOTAL: \$ 774.00**

**TOTAL ESTIMATED COST: \$ 7,883.00**



This cost estimate has been based upon our unit rates and estimated quantities of services required.

If services are required in addition to the minimum stated, they will be provided at the appropriate rates as presented above. If the actual amount of services required is less than that estimated, the total cost will be reduced accordingly. Additional services, if required, will be provided in accordance with the Fee Schedule provided above.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or comments, please do not hesitate to contact our office at (248) 486-5100.

Please indicate your acceptance of the proposal by signing and returning the acceptance copy to our office.

Sincerely,

APPROVED AND ACCEPTED

CTI and ASSOCIATES, INC.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Timothy A. Moore, Jr., EIT  
Staff Engineer

INVOICE ADDRESS:

Elizabeth A. Taylor, P.E.  
Senior Project Engineer

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AGENDA 9-26-11  
ITEM C-6

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

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

**MEMO**

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: September 26, 2011**  
**Re: Main Street Resurfacing**  
**Proposal for Engineering Design Services**

Attached is a proposal from OHM to complete the Engineering Design for the Main Street Resurfacing Project for an hourly not to exceed \$16,200 and an additional \$2,100 for Signal Detector Evaluation for a total of \$18,300.

The village has incurred \$13,500 in design services for work completed by OHM to date on this project bringing the total estimated design engineering costs to \$29,700. Early construction estimates for the project were \$235,000, which equates to 12.6% of construction costs for design services. It is anticipated another 12% - 15% in construction engineering services will be incurred as part of this project.

This project is included in the 2011-12 fiscal year budget at \$334,000 under Major Street Fund 202.451.000.974.010. A spring 2012 construction will allow time to inform and educate downtown merchants and general public on the details of this project.

Staff recommends acceptance of the Main Street Resurfacing Proposal for Engineering Design Services on an hourly not to exceed basis of \$18,300.

September 19, 2011

Village of Dexter  
8140 Main Street  
Dexter, MI 48130



Attention: Ms. Donna Dettling  
Village Manager

Regarding: Village of Dexter  
Main Street Resurfacing  
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering design services to prepare the contract documents and bid package to resurface Main Street from Jeffords St through the Baker Road intersection.

#### PROJECT UNDERSTANDING

The Village has been exploring the possibility of resurfacing Main Street through the downtown area since 2008. At a budget work session earlier this year, the project to resurface Main Street was proposed. In June 2011, OHM completed some basic engineering drawings to include in the bid package, along with cost estimates and potential schedules. Several design options, such as reverse angle parking, signing, and crosswalk enhancements, were also reviewed in June and discussed at a Council Work Session.

The project is currently proposed as a "log-style" project. This means that basic engineering drawings, which will be incorporated into the contract book for bidding purposes, will be provided to give direction to the construction engineer and contractor during construction. The construction engineer will direct some final detailed engineering in the field.

#### DESIGN PARAMETERS

At the Council meeting on August 22, 2011, the Council discussed the proposed project on Main Street and finalized design parameters. Based on several discussions, the following design parameters are proposed to provide a basis for the design.

1. The project limits are Main Street from just east of Jeffords St (at the pavement joint) through the Baker Rd intersection, including the crosswalk on the east side of the intersection. The crosswalk on Jeffords Street at Main Street will also be included.
2. The proposed rehabilitation is a mill and overlay project. It is currently proposed that 2 ½ inches of asphalt will be milled off and replaced with 3 ½ inches of asphalt. The road and parking areas are included in the mill and overlay area. Once the area is milled, the construction engineer will determine where additional base repair, which involves full pavement removal and replacement, needs to be completed.

3. It is proposed that twelve crosswalks within the project limits will be enhanced, three at the Baker Rd intersection, three at the Central St intersection, three at the Broad St intersection, two at the Alpine St intersection, and one at the Jeffords St intersection. Crosswalks within the project limits will be enhanced with stamped colored concrete. (A rapid-flashing beacon will not be proposed as part of this project.) A standard color (grey) concrete ribbon will be placed on either side of the crosswalk. Stamped colored concrete (color to be determined) will be placed within the crosswalk itself. ADA compliant ramps will also be constructed at the crosswalks, involving full removal and replacement of the ramps.
4. The Village would like to consider improvements to the traffic signal detection equipment. Loop detectors or pucks were mentioned that could be added to the project if the Village desires. OHM could evaluate the various upgrade options, make a recommendation to the Village, and incorporate the chosen alternative. A separate fee has been provided for this effort should the Village wish to proceed.
5. The Village would like to complete the project in two phases to allow one-way traffic to be maintained through the downtown area throughout construction.

#### SCOPE OF SERVICES

The following is a detailed scope of services to finalize the project outlined above:

1. Prepare contract documents based on a log format. The log book will show pertinent details to construct the project, such as typical cross-sections, maintaining traffic details, construction signage details, permanent signing and striping details, enhanced crosswalk details, etc.
2. Prepare a preliminary and final engineer's opinion of probable construction cost.
3. Submit a proposed schedule showing the general timeframe for completion.
4. Hold a public meeting to inform the Village residents and businesses of the proposed work.
5. Advertise the project and attend the bid opening. Answer questions during the bidding process. Prepare Award Recommendation for Council's review.

#### ADDITIONAL SERVICES

In the event it becomes apparent that additional tasks will be required to complete the analysis, OHM will provide a separate proposal for professional services to the Village for approval prior to carrying out those items.

#### DELIVERABLES

OHM will provide the Village with the following:

- A contract book that contains engineering details for bidding
- Final opinion of probable cost
- Project Schedule

#### SEE

OHM proposes to provide the above outlined professional design engineering services on an hourly not to exceed basis as follows:

Design Engineering	\$16,200
Signal Detector Evaluation	\$ 2,100

Compensation will be based on hourly rates times the cumulative hours worked. OHM will invoice the Village on a monthly basis.

CONTRACT TERMS AND CONDITIONS

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

Very truly yours,  
ORCHARD, HILTZ & McCLIMENT, INC.



---

Rhett Gronevelt, P.E.  
Principal in Charge

Village of Dexter  
Main Street Resurfacing Project

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

AGENDA 9-26-11

ITEM L-7

**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: September 26, 2011**  
**Re: Central Street Improvements**  
**Update and Confirmation**

Attached is an update and confirmation request from OHM for additional design effort associated with the Central Street Improvement Project. I also attached the anticipated schedule and the May 12, 2011 opinion of probable construction cost.

The village has previously approved \$28,000 in design services that does not include the following:

- Sidewalk on east side of Central Street      \$2,500      Expected Construction Cost \$15,000
- Sidewalk Easements      \$1,200
- Ornamental Streetlighting      \$4,500
- DPW Driveway      \$6,500      Expected Construction Cost \$76,000

**Requested Action:**

OHM is looking for confirmation to include each of these items in the Central Street Project. Staff supports moving forward with the additional design effort for the items listed above.

This project is budgeted in the 2011-12 fiscal year budget at \$374,000 under Major Street Fund 202.451.000.974.010. The additions to the project bring the estimated project cost to \$383,000 without the estimated \$76,000 for the DPW driveway. The budget will be amended, if needed, once the project is bid and the final costs are determined.

September 20, 2011

Village of Dexter  
8140 N. Main Street  
Dexter, Michigan 48130

The logo for OHM (Ohio Highway Maintenance) features the letters 'OHM' in a bold, sans-serif font. To the right of the letters is a stylized graphic of a road or path leading towards a horizon, with a sun or moon partially visible in the background.

est.1962

Attention: Ms. Donna Dettling  
Village Manager

Regarding: Village of Dexter  
Central Street Improvements – Phase 1  
Update and Confirmation

Dear Ms. Dettling:

On September 6, 2011, OHM provided an update regarding Phase 1 of the Central Street Improvements project. While we are proceeding with design and expect to submit a plan set for the railroad review early next week, we need confirmation on some design options at this time. The options have been noted below for your consideration, along with estimated design and construction costs. None of these options impact the design submittal for railroad review, but need to be finalized before we proceed further.

As discussed before, the road is now proposed as an asphalt roadway. The proposed cross-section is greater than what is called for in the Engineering Standards, which calls for 5.5 inches of asphalt on 10 inches of aggregate on 6 inches of sand for a mixed-use roadway. Due to the volume and percent of truck traffic that Central Street receives, we are recommending a thicker cross-section of the 7.5 inches of asphalt on 10 inches of aggregate. It is expected, from nearby pavement cores, that sand currently exists as a sub-base material, and it will not need to be replaced with 6 inches of Class II sand, as noted in the standard Village cross-section. An additional soil boring and subsequent pavement recommendation can be obtained within the project limits, if desired, however we feel the proposed cross-section is adequate.

We have not yet discussed project construction staging with the Village. Three possible options exist. First, the Village may choose to close down Central Street along the length of the project (approximately 6 to 8 weeks). Unfortunately, this involves a seven mile detour down Huron River Dr to Zeeb Rd to Dexter-Ann Arbor Rd. This configuration would need to be approved by the Washtenaw County Road Commission, as well. The second option would be to maintain one-way traffic with a temporary signal, similar to what was provided with the Mast Rd Bridge construction earlier this year. It is expected that this staging will last for 8 to 10 weeks, and be a net increase to construction costs of approximately \$15,000 to \$20,000 over the first option. Finally, the possibility of maintaining two-way traffic was briefly considered. Due to the existing narrow width of the roadway, it would involve a temporary roadway would need to be installed adjacent to the existing roadway to allow for two way traffic. Also, additional coordination would be needed with the railroad, unless traffic was diverted to Huron St and Broad St. Maintaining two-way traffic would increase construction time to approximately 10 to 12 weeks and be a net increase to construction costs from the first option of closing down Central St. This option can be further explored if desired.

A sidewalk on the east side of Central Street from the bridge to Huron St is being added to the project, based on prior discussion. Construction of the sidewalk will involve some off-site grade changes and the relocation of a retaining wall on the east side. We estimate that this sidewalk will

cost approximately \$15,000 to construct, including the retaining wall relocation. The design of this sidewalk results in \$2,500 of additional design effort, should the Village still want to move forward with this additional work. In addition, we anticipate two easements (one permanent and one temporary) will be needed for this sidewalk. The OHM effort associated with each easement is \$600.

Currently, the crosswalks on Huron St and Second St at Central Street are proposed to be "enhanced" crosswalks. It is proposed to use the same configuration developed for the Main Street Resurfacing project using stamped concrete in the center with a ribbon of concrete on either side. That will bring some continuity into the Village landscape. It is estimated that these crosswalks would cost approximately \$5,000 each to construct, as compared to normal pavement markings. No additional design fee is expected.

OHM can provide a design for ornamental streetlighting along Central Street. Streetlights would be similar to those in the downtown. The additional design effort to add ornamental streetlighting would be \$4,500. This includes the electrical design showing proposed streetlight locations and electrical conduit and coordination with DTE Energy for available power. OHM would work with the Village to finalize streetlight location and type.

Finally, OHM prepared cost estimates to pave the DPW driveway. We recommend an asphalt pavement with the same cross-section proposed for Central Street, and curb and gutter on the north side of the drive to capture runoff before entering the adjacent property. Some storm sewer will be needed. Construction costs are estimated at \$76,000 with engineering costs of \$14,000. For the engineering design specifically, an additional \$6,500 is needed to include the work into the Central Street plans and bid package.

Depending on the Village's decision on the above items, the following is a breakdown of potential additional design effort. OHM can include one item or all the items listed below. The exception would be that the easements are needed for the sidewalk on the east side of Central Street.

Breakdown of Additional Design Effort

Sidewalk on east side of Central St	\$2,500
Sidewalk Easements	\$1,200
Ornamental Streetlighting	\$4,500
DPW Driveway	\$6,500
TOTAL	\$14,700

Once these items are confirmed, OHM will move forward with the final design. We will be available at the Council meeting to answer any questions.

Very truly yours,  
ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronovelt, P.E.  
Principal in Charge

**Central Street Phase 1  
Anticipated Schedule**

Meet with Council/Staff and obtain comments on existing Preliminary Drawings	mid- to late Aug 2011
Complete 90% design for railroad crossing	Sept 2011
Submit to railroad for review — provide to Council for review	late Sept 2011
Complete 90% design for Phase 1 project	Oct 2011
Submit for permit review (Washtenaw County SBSC and MDEQ NPDES)	Oct 2011
Await response from permits and railroad	Oct 2011 — Mar 2012
Identify any easements needed for construction	Oct 2011
Secure easements	Nov 2011 — Jan 2012
Meet with Council/Staff on 90% design drawings	early Mar 2012
Finalize drawings and complete contract documents	Mar 2012
Bid project	Apr 2012
Award project	May 2012
Resident meeting	May 2012
Construction begins	June 2012



# OPINION OF PROBABLE CONSTRUCTION COST

**ORCHARD, HILTZ & McCLIMENT, INC.**  
 34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Central Street Concrete Reconstruction  
 LOCATION: Central Street Second to the Huron River Bridge  
 WORK: Approx. 600' of Road Reconstruction From Asphalt to Concrete  
Including Sidewalk, Drive Approaches and Storm Sewer  
**Preliminary Costs**

DATE: May 12, 2011  
 PROJECT #: \_\_\_\_\_  
 ESTIMATOR: Rich Hobgood  
 CHECKED BY: \_\_\_\_\_  
 CURRENT ENR: \_\_\_\_\_

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
1000001	Mobilization, Max.	LS	1	\$ 10,000.00	\$ 10,000.00
2030011	Dr Structure, Rem	Ea	10	\$ 300.00	\$ 3,000.00
2030015	Sewer, Rem, Less than 24 inch	Ft	200	\$ 7.00	\$ 1,400.00
2040020	Curb and Gutter, Rem	Ft	550	\$ 5.00	\$ 2,750.00
2040035	Guardrail, Rem	Ft	20	\$ 5.00	\$ 100.00
2040050	Pavt, Rem	Syd	3233	\$ 2.00	\$ 6,470.00
2040055	Sidewalk, Rem	Syd	300	\$ 3.00	\$ 900.00
2057002	Station Grading	Sta	6	\$ 1,000.00	\$ 6,000.00
3020016	Aggregate Base, 6 inch	Syd	630	\$ 5.00	\$ 3,150.00
3020026	Aggregate Base, 10 inch	Syd	3000	\$ 7.00	\$ 21,000.00
4020600	Sewer, CI E, 12 inch, Tr Det B	Ft	120	\$ 40.00	\$ 4,800.00
4020602	Sewer, CI E, 18 inch, Tr Det B	Ft	50	\$ 50.00	\$ 2,500.00
4030200	Dr Structure, 24 inch dia	Ea	2	\$ 800.00	\$ 1,600.00
4030210	Dr Structure, 48 inch dia	Ea	10	\$ 1,200.00	\$ 12,000.00
4037050	Utility Frame and Cover Adjust	Ea	8	\$ 500.00	\$ 4,000.00
4037050	Structure Cover	Ea	12	\$ 400.00	\$ 4,800.00
6020100	Conc Pavt, Nonreinf, 6 inch	Syd	200	\$ 35.00	\$ 7,000.00
6020104	Conc Pavt, Nonreinf, 8 inch	Syd	400	\$ 40.00	\$ 16,000.00
6020166	Conc Pavt with Integral Curb, Nonreinf, 9 inch	Syd	3000	\$ 43.00	\$ 129,000.00
8030010	Detectable Warning Surface	Ft	60	\$ 10.00	\$ 600.00
8030044	Sidewalk, Conc, 4 inch	Sft	5120	\$ 3.00	\$ 15,360.00
8070000	Guardrail, Type B	Ft	25	\$ 30.00	\$ 750.00
8070022	Guardrail Anch, Bridge, Det T1	Ea	1	\$ 1,000.00	\$ 1,000.00
8070080	Guardrail Reflector	Ea	4	\$ 30.00	\$ 120.00
8107051	Traffic Control Signage (Perm.)	LS	1	\$ 5,000.00	\$ 5,000.00
8110039	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White	Ft	390	\$ 1.50	\$ 590.00
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	30	\$ 2.00	\$ 60.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	2400	\$ 0.75	\$ 1,800.00
8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	1200	\$ 0.75	\$ 900.00
8167011	Restoration, Seed	Syd	2000	\$ 10.00	\$ 20,000.00
<b>CONSTRUCTION TOTAL</b>					<b>\$ 282,700.00</b>
<b>CONTINGENCY ( 15% )</b>					<b>\$ 42,400.00</b>
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST =</b>					<b>\$ 325,100.00</b>



**RESOLUTION #2011-**

**RESOLUTION TO APPOINT DAVID  
READ AS THE NORTH MIDDLE  
REPRESENTATIVE TO THE  
COUNTYWIDE TRANSIT BOARD**

**Village of Dexter  
County of Washtenaw  
State of Michigan**

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Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 26<sup>th</sup> day of September, 2011, Eastern Daylight Time.

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS**, in Washtenaw County, a new Countywide Transit Authority is going through the incorporation process under Public Act 196 of 1987; and

**WHEREAS**, the Village of Dexter is a part of the North Middle region of the proposed board; and

**WHEREAS**, the North Middle Transit Selection Committee met on September 7, 2011 and selected David Read as their nominee with Jim Carson as an alternate;

**BE IT RESOLVED** that the Village of Dexter approves the appointment of David Read as the North Middle Representative to the Countywide Transit Authority Board, with Jim Carson as the alternate.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED THIS 26<sup>th</sup> DAY OF AUGUST, 2011**

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Village President – Shawn W. Keough

**CERTIFICATION**

I hereby certify that the attached 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 the 26<sup>th</sup> day of August, 2011.

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Village Clerk – Carol J. Jones