



**F. PUBLIC HEARINGS**

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

Proposed amendments to the General Code of Ordinances – Chapter 18, Addition of Sections 18-35 and 18-36.

Consideration of: Amendments to the General Code of Ordinances – Chapter 18, Addition of Sections 18-35 and 18-36.

**Page # 7-10**

**G. NON-ARRANGED PARTICIPATION:**

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

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. Energy Efficiency and Conservation Block Grant – Thank you
4. November Citation list
5. Letter from Comcast

**Page # 11-20**

**I. REPORTS:**

1. Community Development Manager – Allison Bishop

**Page # 21-32**

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  
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 – Jim Carson**

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

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

3. Subcommittee Reports

**Old DAPCO Site Redevelopment Team – Update from November 30 meeting**

Downtown Fire Detection

Economic Preparedness

Facilities

**Website**

**Page # 33-36**

4. Village Manager Report

**Page # 37-52**

5. President's Report

**Page # 53-86**

**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: \$ 618,839.48

**Page # 87-92**

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

1. Discussion of: Cityhood Next Steps

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

1. Consideration of: Resolution Regarding Retiree Health Care Funding

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2. Consideration of: Police Service Contract with the Washtenaw County Sheriff's Office from January 1, 2012 through December 31, 2015

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

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

3. Consideration of: Computer Software/Hardware Upgrade to the  
Following Vendors:  
Software – B.S. & A (\$22,265 spread over 2 years)  
Hardware – I.T. Right (\$3,376)  
Installation – Absolute Computers (\$720 – estimate)  
**Page # 107-128**

4. Discussion of: Roadway/Utility Dedication Standards  
**Page # 129-138**

**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  
REGULAR MEETING  
MONDAY, NOVEMBER 28, 2011

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

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

**B. ROLL CALL:** President Keough

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

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Carol Jones, Village Clerk; Kurt Augustine, Streets Foreman; Dan Schlaff, Public Utility Foreman; Ron Tupper and Roland Leeds of DAPCO Industries; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – November 14, 2011

Motion Smith; support Fisher to approve the minutes of the Regular Council Meeting of November 14, 2011.

Unanimous voice vote for approval

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Smith; support Tell to approve the agenda as presented.

Unanimous voice vote for approval

**F. PUBLIC HEARINGS**

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

DAPCO Industries – Industrial Facilities Tax Exemption Request

Consideration of: Industrial Facilities Tax Exemption Request from DAPCO Industries

Hearing opened at 7:32 PM by Village President, Shawn Keough. President Keough read the details of the tax exemption. DAPCO Industries President, Ron Tupper,

thanked Council in advance for the exemption stating that it was necessary in order to grow the business and create jobs. The hearing was closed by President Keough at 7:34 PM.

Motion Cousins; support Fisher to approve the Industrial Facilities Tax Exemption Request from DAPCO Industries for a period of 12 years with respect to real property investment of \$879,180 and new personal property investment of \$1,286,790 at their facility located at 2500 Bishop Circle, Dexter, Michigan.

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

Nays: None

Motion carries

## **G. NON-ARRANGED PARTICIPATION**

Bob Murphy of 3713 Bristol Drive, Dexter spoke about the concerns he has and has had over 3 ½ to 4 years regarding the rededication of streets in Dexter Crossings. Residents do pay a street millage to the Village but the streets are not dedicated. It was explained that the developer needs to request dedication and he has not done so yet.

## **H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. Dexter Historical Society Newsletter
4. Scio Township Newsletter
5. Letter from Comcast

## **I. REPORTS**

1. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet. Ms. Bishop gave the following verbal updates: a) Mill Creek Park – had a meeting onsite and it is a muddy mess, will do what they can when they can over the winter, still plan to be totally completed by May of 2012, and plan to bring forth at a future meeting some ideas on dressing up the outlet systems; b) Border to Border Trail – will be doing some landscaping around the pond and will be changing how they are installing the helicals for the bridge; c) the Planning Commission will hold a forum on December 5 from 6:30-7:30 on the Master Plan; d) answered a questions regarding the starting of the stairs by the Library which will be in the spring; and e) discussion followed on as built and road dedication and the time limit for those to happen.

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

*Arts, Culture & Heritage Committee –Draft Public Art Plan – Courtney Nicholls,  
Paul Cousins and Mike Vickers*

Ms. Nicholls gave an explanation on the draft plan included in the packet stating that the committee has changed its focus from permanent displays to temporary displays. Mr. Cousins answered some of Council's questions regarding funding, placement locations and cement pads for placement of art over the next five years. Jon Rush of 7930 Fifth Street, Dexter spoke about the pads for public art and that they bother him. He mentioned that the pads are permanent and not all sculpture sits on pads. He urged to keep the pads mobile. Discussion also followed on the state of art placement at Ryan and Dexter-Ann Arbor Road. A comment was made to remove the funding method in the plan by Village Ordinance.

*Farmers Market/Community Garden – Melissa Kesterson – Community Garden Wrap-Up*

Ms. Kesterson highlighted the following: a) the garden was made larger due to more applications for space this year, b) the addition of raised beds, and c) the surveys which indicate the number of gardeners and the amount of produce raised and shared with others.

3. Subcommittee Reports

Old DAPCO Site Redevelopment Team – Next meeting November 30  
Downtown Fire Detection  
Economic Preparedness  
Facilities

**Website – Jim Smith**

Mr. Smith reported that the committee met last week and continues to work on the site map and will be getting that information back to the vendor. The hope is to have the site up sometime between January and March.

4. Village Manager Report

Mrs. Dettling and Ms. Nicholls submit their report as per packet. Mrs. Dettling gave the following verbal updates: a) mentioned the November 8 meeting between Northern United Brewing Company and Katie Davis; b) responded to question about the flood plan mapping; and c) responded to a question regarding the timing of Main Street resurfacing in April and how would that affect the schools.

5. President's Report

Mr. Keough submits his report as per packet

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$275,469.59
2. Consideration of: 2012 Meeting Schedule

Motion Fisher: support Smith to approve item 1 and 2 of the consent agenda.

Unanimous voice vote for approval

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

1. Discussion of: Cityhood Next Steps

President Keough reported on a positive meeting with the State Boundary Commission and they have set a date for a hearing in Dexter on January 17, 2012 at 4 PM. Discussion followed on the questionnaire included in the packet regarding incorporation. Jon Rush of 7930 Fifth Street, Dexter, expressed thoughts about the meeting with the Boundary Commission and he feels that there will be strong opposition from those opposing cityhood. He recommends that Council be prepared to answer and respond to those people.

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

1. Consideration of: Setting a public hearing for December 12, 2011 on proposed amendments to the General Code of Ordinances - Chapter 18, Addition of Sections 18-35 and 18-36.

Motion Semifero; support Carson to set a Public Hearing for December 12, 2011 on proposed amendments to the General Code of Ordinance – Chapter 18, Addition of Sections 18-35 and 18-36.

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

Nays: None

Motion carries

2. Discussion of: Retiree Health Care Funding Valuation

Ms. Nicholls addressed the retiree health care funding evaluation and that the Village is required to do an evaluation every three years. The difference in the figures is due to assumptions made. She mentioned presenting a resolution in December to use some of the revenue sharing money towards the unfunded liability.

**M. COUNCIL COMMENTS**

Carson	None
Tell	None
Smith	None
Jones	On a recent episode of <i>The Office</i> , some of the cast took a trip to Gettysburg as a team building exercise and Col. Harrison Jeffords was mentioned for his heroism in recapturing the company flag of the 4 <sup>th</sup> Michigan Infantry.
Fisher	Invited all to attend <i>Christmas at the Mansion</i> on December 3 and 4. Also who owns the fence at the Forest/Broad Street location? It could be improved upon.
Semifero	Are there any plans for the property at Forest and Broad? One suggestion would be to have it graveled for additional parking.

Cousins . The Historical Society has a Bazaar this weekend at the Museum. Will be going to New York City on Thursday to see Dan Cooney in *Bonnie and Clyde* on Broadway and will be back on Tuesday. Mentioned that his wife commented how well the leaves were picked up in the Village this year.

**N. NON-ARRANGED PARTICIPATION**

Dan Schlaff, Public Utility Foreman, commented on the retirement funding that in the past it was not adequately funded and the union did take this under consideration in the union negotiations.

Mike Vickers, 3001 Edison Street, Dexter and Chairman of the Arts, Culture & Heritage Committee thanked Council for taking the art plan under consideration.

**O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING PENDING LITIGATION IN ACCORDANCE WITH MCL 15.268 Sec. 8  
Koback v. Village of Dexter – Washtenaw Circuit Court Case #11-579-NZ  
Webster Twp v. Director of the Michigan Department of Licensing and Regulatory Affairs and State Boundary Commission – Ingham County Circuit Court Case #11-001212-AA**

Motion Fisher; support Cousins to go into closed session for the purpose of discussing pending litigation in accordance with MCL 15.268 Sec. 8 at 9:35 PM.

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

Motion Semifero; support Cousins to leave the closed session at 9:59 PM  
Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell and Keough  
Nays: None  
Motion carries

**P. ADJOURNMENT**

Motion Smith; support Fisher to adjourn at 9:59 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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





AGENDA 12-12-11  
ITEM F-1

## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Public Hearing  
Nuisance Ordinance – Proposed Amendments  
Chapter 18 – Sections 18-35 and 18-36  
Date: December 12, 2011

Attached are proposed amendments to the General Code Nuisance Ordinance, Chapter 18. The proposed amendments were posted in the Dexter Leader on Thursday, December 8, 2011.

Section 18-35 and 18-36 are proposed to be added to the ordinance to permit Village abatement of nuisance violations in which property owners fail to comply and to permit associated abatement charges to be added to a property owners taxes.

The proposed amendments are being recommended due to a recent scenario in which repeated court hearings and default judgments and fines of over \$800 have been issued and the violation has still not been corrected.

The goal for the Zoning Office is to achieve compliance and abate violations. Currently the ordinance is not written to permit the Village to abate a nuisance if a property owner fails to abate the violation. It is therefore recommended that the ordinance be amended to permit Village abatement after an appearance in court and failure of the property owner to abate or address the violation. Due to the Village contracting with a service for abatement and the costs associated with the abatement the Village also needs a method to recover costs. If costs/invoices are not paid by the violator the Village will now have the authority to add the charges to the taxes to assure payment.

The ordinance is modeled after a section of the City of Ann Arbor's outdoor storage abatement ordinance and the Village's Utility ordinance, Section 58-63. The Village attorney has reviewed the ordinance and has recommended approval.

### **ACTION REQUESTED**

Please hold the public hearing and consider action on the proposed amendments.

Please feel free to contact me prior to the meeting.

Thank you.

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

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

(1)

Constitutes a public nuisance at common law;

(2)

Endangers the health or safety of the inhabitants; or

(3)

Satisfies any one of the following:

a.

Accumulation of junk or rubbish, including unlicensed or inoperable motor vehicles, household and other equipment in disrepair and inoperable, boats and trailers, except in a completely enclosed building, for a period of longer than 60 days.

b.

Growth of lawn, noxious weeds, or other harmful plants over eight inches in height.

c.

Existence of dead animals, excessive amounts of manure or other unhealthful animal or vegetable substances.

d.

Existence of any structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling nor useful for any commercial purpose.

e.

Existence of any vacant dwelling, garage, or other outbuilding, which is not kept adequately secured against unlawful entry by any person.

f.

Storage of building materials of any kind, unless there is in force a valid building permit for construction upon the property and the materials are intended for use in connection with such construction or unless the materials are stored in a completely enclosed building.

g.

The pollution of any stream, well or body of water by sewage, industrial wastes, or other harmful substances.

h.

The storage of harmful or polluting substances upon the land except in secure and properly labeled containers.

i.

Emission of smoke, noxious fumes, gas, or other substances into the air in harmful quantities.

j.

The keeping of animals upon premises where such keeping is harmful or offensive to village residents.

k.

Offering for sale unsanitary or harmful food products.

l.

Maintenance of gambling devices or games upon the premises.

m.

Using the premises for the purposes of prostitution.

n.

Property and structures that are not properly maintained, including, but not limited to:

1.

Peeling, flaking, and chipped paint on structures.

2.

Windows and doors in poor repair and not operable (frames must be weather tight and able to prevent wind, rain or other elements from entering the structure).

3.

Accessory structures, garages, fences, decks, and walls not maintained with the same priority as the primary structure.

o.

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

p.

Any building, under construction authorized by a building permit (whether or not expired), having unsafe characteristics, or having a manifestly unsightly appearance, if no significant progress towards completion has been made on the building for more than 90 days.

q.

Any structural condition, excavation, or hazardous machinery that is:

1.

Objectively dangerous;

2.

Left unattended on public or private property for an unreasonable length of time; and

3.

Attracts exploration or trespass by members of the public, especially children.

(4)

The village will not declare a nuisance under subsection (3)(o) or (p) of this section unless an officer from the fire department or sheriff's department (or other entity authorized by state or local law to provide emergency services) first provides the village with a written statement declaring the department's belief that the condition constitutes an unreasonably unsafe or unhealthy condition.

(Ord. eff. 5-25-1993, § 2; Ord. No. 73-2002(2), § 2; Ord. No. 97-009, eff. 1-1-2003)

~~Ord. reference - Ord. No. 97-009, eff. 1-1-2003~~

### Sec. 18-32. - Creation or maintenance of public nuisance.

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

(Ord. eff. 5-25-1993, § 2; Ord. No. 73-2002(2), § 2)

### Sec. 18-33. - Enforcement officer.

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

(Ord. eff. 5-25-1993, § 2; Ord. No. 73-2002(2), § 4)

### Sec. 18-34. - Municipal civil infraction.

Any person who violates any provision of this article shall be responsible for a civil infraction, subject to payment of a civil fine set forth in section 22-9. Repeat offenses under this article shall be subject to increased fines set forth in section 22-9.

(Ord. eff. 5-25-1993, § 2; Ord. No. 73-2002(2), § 5; Ord. No. 97-009, eff. 1-1-2003)

**Sec. 18-35.- Village Abatement.**

In addition to or in lieu of charging a violation of this section, if any violation remains uncorrected after expiration of the time period in the notice, then the Village may remove the items or items identified in the notice or have it removed in any reasonable manner. The cost to the Village for the removal plus a \$100 fee for staff time shall be charged to the responsible person and, if the responsible person is a property owner, then any such unpaid costs may be assessed against the property in accordance with Section 18-36.

**Sec. 18-36. – Report of unpaid rates and charges; assessment against the property.**

All unpaid fines and charges which are reported by the Zoning Office to the Village Manager as having been unpaid for a period of 3 months or more on May 1 of each year, which remain unpaid on May 31, shall be transferred to the Village tax roll, assessed against the property to which the Village was required to remove/abate the violation, to be collected with and in the same manner as village taxes are collected, and if charges shall remain delinquent and unpaid after the expiration of the time limited in the warrant for collection of taxes levied in such roll, such charges shall be returned to the county treasurer to be collected in the same manner as the lien created by the village taxes on the delinquent tax roll of the village.

## 2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Village Council	12/12/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	12/12/2011	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	12/13/2011	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	12/14/2011	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins
Dexter Area Fire Board	12/15/2011	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Downtown Development Authority	12/15/2011	7:30 a.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Healthy Community Steering Committee	12/15/2011	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Chelsea Area Planning Team/Dexter Area Region	12/19/2011	7:00 p.m.	Webster Township Hall	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Village Zoning Board of Appeals	12/19/2011	7:00 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Ray Tell
Dexter Township Board	12/20/2011	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	12/20/2011	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Joe Semifero
Webster Township Board	12/20/2011	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Regional Fire Consolidation	12/21/2011	3:30 p.m.	Scio Township Hall		Shawn Keough
Webster Township Planning	12/21/2011	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	12/21/2011	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Scio Township Planning	12/26/2011	7:30 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	12/27/2011	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Dexter Village Council	12/27/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	

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

AGENDA 12-12-11  
 ITEM 11-1



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

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creakside, 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, 35 - 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

AGENDA 12-12-11  
 ITEM 4-2





November 28, 2011

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

RE: BES-10-154/ Energy Efficiency and Conservation Block Grant (EECBG) – ARRA PROGRAM

Dear Ms. Dettling:

Congratulations on successfully completing your Energy Efficiency & Conservation Block Grant (EECBG) project! The Michigan Energy Office (MEO) staff has appreciated your participation and commitment.

Through your efforts, you have succeeded in lowering emissions, conserving energy, cutting operational expenses and creating or retaining local jobs. We hope that the EECBG Program has been an effective tool for you to build community support for your energy efficiency goals.

With the metrics that you reported from your project, as well as the evidence of project success, the Michigan Energy Office can demonstrate the positive impact that this program has had on Michigan communities. It is our goal to highlight the many benefits achieved so that Michigan will continue to be seen as a leader in energy innovation and efficiency.

We thank you for making your EECBG-funded project a success. Please accept the enclosed certificate of achievement as a token of our appreciation and display it proudly for your community.

Sincerely,

Jan Patrick  
EECBG Program Manager  
Michigan Energy Office

Enclosure

cc: Courtney Nicholls



# *Congratulations!*

This certificate is awarded to

Village of Dexter

for successfully completing your project under the  
Energy Efficiency and Conservation Block Grant.

  
\_\_\_\_\_  
JAN PATRICK  
Manager, EECBG Program,  
Michigan Energy Office



[michigan.gov/recovery](http://michigan.gov/recovery)

November 28, 2011  
Date



# Washtenaw County Sheriff's Activity Log

Area: 39 Dexter Village  
Date Range: 11/01/2011 - 11/30/2011

## Activity Log Citation by Area Report

Log ID: 297275	Date: 11/03/2011	Location: JEFFORDS/MAIN	Ticket #: SH 273278
Citation 1: C/I		Disregard Stop Sign	
Log ID: 297315	Date: 11/04/2011	Location: MAST / HURON	Ticket #: SH-273156
Citation 1: MISD		License & Registration	
Log ID: 297406	Date: 11/04/2011	Location: MAIN / DOVER	
Log ID: 297512	Date: 11/05/2011	Location: MAIN/BAKER	
Log ID: 297636	Date: 11/06/2011	Location: DAN HOEY/DEXTER ANN ARBOR	Ticket #: SH270324
Citation 1: C/I		Other: Cracked Tail light	
Log ID: 297636	Date: 11/06/2011	Location: BAKER/GRAND	Ticket #: SH270323
Citation 1: C/I		Defective headlights	
Log ID: 298794	Date: 11/12/2011	Location: BAKER/FOREST	
Citation 1: C/I		Disobey Stop Sign	
Log ID: 298959	Date: 11/13/2011	Location: ANN ARBOR/INVERNESS	Ticket #: SH 273279
Citation 1: C/I		30/25	
Log ID: 299527	Date: 11/17/2011	Location: FOURTH	Ticket #: 11WD1268
Citation 1: C/I		Other: impede	
Log ID: 299527	Date: 11/17/2011	Location: FOURTH	
Log ID: 299844	Date: 11/18/2011	Location: CENTRAL/THIRD	
Citation 1: C/I		Speed	
Log ID: 299863	Date: 11/19/2011	Location: BAKER/DEXTER ANN ARBOR	
Log ID: 299898	Date: 11/19/2011	Location: CENTRAL/2ND	Ticket #: SH274405
Citation 1: C/I		No seat belt use	
Log ID: 300604	Date: 11/23/2011	Location: DEX-A2/MEADOW VIEW	Ticket #: SH# 264451
Citation 1: C/I		Violation of posted speed limit	
Log ID: 300604	Date: 11/23/2011	Location: DEX-A2/MEADOW VIEW	Ticket #: SH 264450
Citation 1: C/I		Defective headlights	
Log ID: 300725	Date: 11/24/2011	Location: DAN HOEY / BISHOP CIRCLE	
Log ID: 300899	Date: 11/25/2011	Location: MAIN/CENTRAL	
Log ID: 301075	Date: 11/26/2011	Location: DAN HOEY RD/BAKER RD	Ticket #: N/A
Log ID: 301162	Date: 11/27/2011	Location: BAKER/GRAND	
Log ID: 301222	Date: 11/27/2011	Location: INVERNESS/FOURTH	Ticket #: SH 273282
Citation 1: C/I		Impede	
		Citation 2: C/I	Disobey Stop Sign

AGENDA 12-12-11  
ITEM H-4

<b>Log ID:</b> 301222	<b>Date:</b> 11/27/2011	<b>Location:</b> ANN ARBOR/KENSINGTON	<b>Ticket #:</b> SH 273283
	<b>Citation 1:</b> C/I	30/25	<b>Citation 2:</b> MISD No Drivers License on person
<b>Log ID:</b> 301222	<b>Date:</b> 11/27/2011	<b>Location:</b> ANN ARBOR/INVERNESS	<b>Ticket #:</b> SH 273285
	<b>Citation 1:</b> C/I	30/25	<b>Citation 2:</b> C/I No proof of Ins
<b>Log ID:</b> 301222	<b>Date:</b> 11/27/2011	<b>Location:</b> ANN ARBOR/KENSINGTON	<b>Ticket #:</b> SH 273284
	<b>Citation 1:</b> C/I	Impede	<b>Citation 2:</b> C/I Speed
<b>Log ID:</b> 301460	<b>Date:</b> 11/29/2011	<b>Location:</b> BAKER/GRAND	<b>Ticket #:</b> SH246270
	<b>Citation 1:</b> C/I	Other: Impeding	
<b>Log ID:</b> 301760	<b>Date:</b> 11/30/2011	<b>Location:</b> BAKER RD/DAN HOEY RD	<b>Ticket #:</b> N/A
<b>Log ID:</b> 301797	<b>Date:</b> 11/30/2011	<b>Location:</b> CENTRAL / 4TH	
<b>Log ID:</b> 301797	<b>Date:</b> 11/30/2011	<b>Location:</b> CENTRAL / THIRD	

**Total Traffic Stops: 27**  
**Total Citations Issued: 20**  
**Total Citation1's: 16**  
**Total Citation2's: 4**  
**Total Citation3's: 0**  
**Tickets Not Issued: 13**

**Traffic Stops that ended in an Arrest: 0**



AGENDA 12-12-11  
ITEM H-5

November 30, 2011

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

Dear Ms. Dettling:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some changes to our prices effective February 1, 2012. Customers are being notified of these changes via bill message.

	<u>Current</u>	<u>New</u>
Convenience Fee – Agent	\$5.00	\$5.99
Upgrade/Downgrade of service (no visit required)	\$3.99	\$5.00
Field Collection Charge	\$20.00	\$25.00
Additional Outlet (New) *	\$20.00	\$30.00
Additional Outlet (Prewired) *	\$10.00	\$15.00
Self Install Kit (Single and Multi-Product)	\$0.00	\$10.00

\*A Technician Visit Charge of \$30.00 will be added to any installation activity that requires a home visit.

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

Sincerely,

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





## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: December 7, 2011

**Faith in Action Donations** - If anyone is interested I will be collecting donations for Faith in Action to support local families during the holidays. Items needed are hygiene products such as shampoo, toothpaste, toothbrushes, soap, etc.

**Home for the Holidays/Holiday Hustle** – The event was a great success again this year. The Village had over 2000 visitors that day and shops and restaurants were busy. Photos have been placed on the Village's Facebook Page if you did not have a chance to attend.

**Winter Festival** – The Chamber's Winter Festival was a great success on Small Business Saturday. The Chamber thanks the Village for their support.

**Chamber Board** – I have been elected to serve a 3 year term on the Chamber Board. I think my role as a board member is beneficial to the economic development of the Village and relationship with the Dexter business community. The annual retreat was held on November 30<sup>th</sup> and there are 2 new Board members, Patti Casavent – Thompson Reuters and Barry Pavesi – Big 10 Network. We are excited for the upcoming year, continuing to grow the Chamber and Dexter Area Businesses, as well as making Dexter a better place to live, work and play.

**Donation and Volunteer Management Plan** – I have started to develop a donation guidelines and volunteer management plan to prepare for the anticipated excitement of the completion of the Mill Creek Park. I have met with the Village's Risk Manager and having something in place to protect volunteers and the Village is crucial to utilizing volunteers. Also – publicizing the needs and opportunities for contributions to the enhancement of Village parks is also necessary as we continue to receive inquiries into donating to the Village's park system.

**Directional Signage** – Attached is an additional proposed directional signage to be located near the Encore Theatre due to the positive response from businesses following installation of the first sign. The cost of the sign is \$3,950 (double sided). There is currently not funding available for purchase and installation of the sign, however staff wanted Council to know that the information had been gathered and that businesses have expressed a need. Staff would like to propose that funding be set aside for the next FY. If all slots are taken by businesses the net financial commitment of the Village would only be \$1500.

### Planning Commission

**Master Plan Update** – At the December 5<sup>th</sup> Planning Commission meeting the Planning Commission held a public comment forum to solicit additional public comment of the draft plan.

Although the forum was not well attended there were a few local business owners (Morning Star Child Care and Alpha Metal Finishing) and property owners that had an opportunity to discuss specific issues with the Planning Commission and learn more about the master planning process. A power point presentation was given by Doug Lewan of Carlisle Wortman which has been included for your review.

The revised DRAFT Master Plan is included in your packet. There are a few changes that need to be made given additional feedback and subsequent review; however please have your final set of comments back to staff by January 9, 2012 in order for the Planning Commission to complete their final review at the February meeting. The goal is for the Planning Commission to Council distribution of the plan to adjacent jurisdictions and agencies.

The Planning Commission discussion included, but was not limited to:

1. Removing the Downtown Mixed Use Goal #2 due to wanting to avoid specifically discouraging something particularly outside of the downtown district.
2. Adding language to support additional office space in and around the downtown due to the secondary impacts that office users can have on economic development for restaurants and shops.
3. Changing the boundaries to all maps to reflect the “legal” boundary of the current Village. Essentially the connection of Westridge to the Village (actually an island) and adding the “finger” back along the railroad and Huron River near Huron Farms.
4. Updating the City hood information and Property Transfer information following the January 17<sup>th</sup> public hearing.
5. Revising tables and maps.
6. Removing duplicate text in the transportation section of the goals and objectives and adding a reference to the engineering standards.
7. Changing some of the photos to be from Dexter (2).
8. Providing more info on not yet available 2010 census data.
9. Zoning Adjustments – adding #6 Develop Mixed Use District Regulations – currently encouraged, however no regulations to promote
10. Other

**Capital Improvements Plan** – Staff provided a DRAFT of the 2012-2017 CIP worksheets and project summary sheet (attached) to the Planning Commission for review. Staff requested that the Planning Commission discuss the project details, project priorities, new and old projects, etc. A copy of the memo is also attached. The Planning Commission discussion included, but was not limited to:

1. The importance of Planning Commission site plan review for Village projects included in the CIP and Master Plan in accordance with PA 33 of 2008.
2. Moving Project 08-3.0-2011 Dan Hoey Lexington Crosswalk up to FY 14-15 given the importance of the location and high use of the cross for school children.
3. Discussed the map of priority areas provided by the schools and the criteria for establishing the priority order for sidewalk installation – major roads, location adjacent to schools and high use areas, providing sidewalks on at least one side of the road and providing sidewalks on second side of road in higher use areas.
4. Discussed the sidewalk locations to be noted in the CIP generically and how site plan review by the Planning Commission will relate to the engineering standards and goals of the CIP and Master Plan.
5. Moving Project 04-4.0-2012 Logo Development/Branding and Marketing up to FY 12-13 given anticipated completion of new website and collaborative launch, brand,

- marketing and economic development. Worksheet states to wait following determination of city hood; therefore the date was not changed.
6. Moving Project 08-4.0-2012 Way Finding Signage up to FY 13-14 and FY 14-15 due to the coordinated logo development, branding, marketing and economic development of the website and image in the Village.
  7. Executive summary text and policies.
  8. Other

**Engineering Standards** – The Planning Commission reviewed the DRAFT engineering standards following a brief introduction of the standards and why revisions were being proposed. The Planning Commission will discuss the standards again at the January meeting to permit them additional time to review the standards, however discussed items, including but not limited to:

1. Sidewalk Placement – new development and existing development language to be proposed by Commissioner Phillips.
2. Water Utility Specs
3. Review Process
4. Design Process
5. Collaboration with the CIP and Master Plan

### **Park Updates**

**Mill Creek Park** – Information will be provided at the meeting.

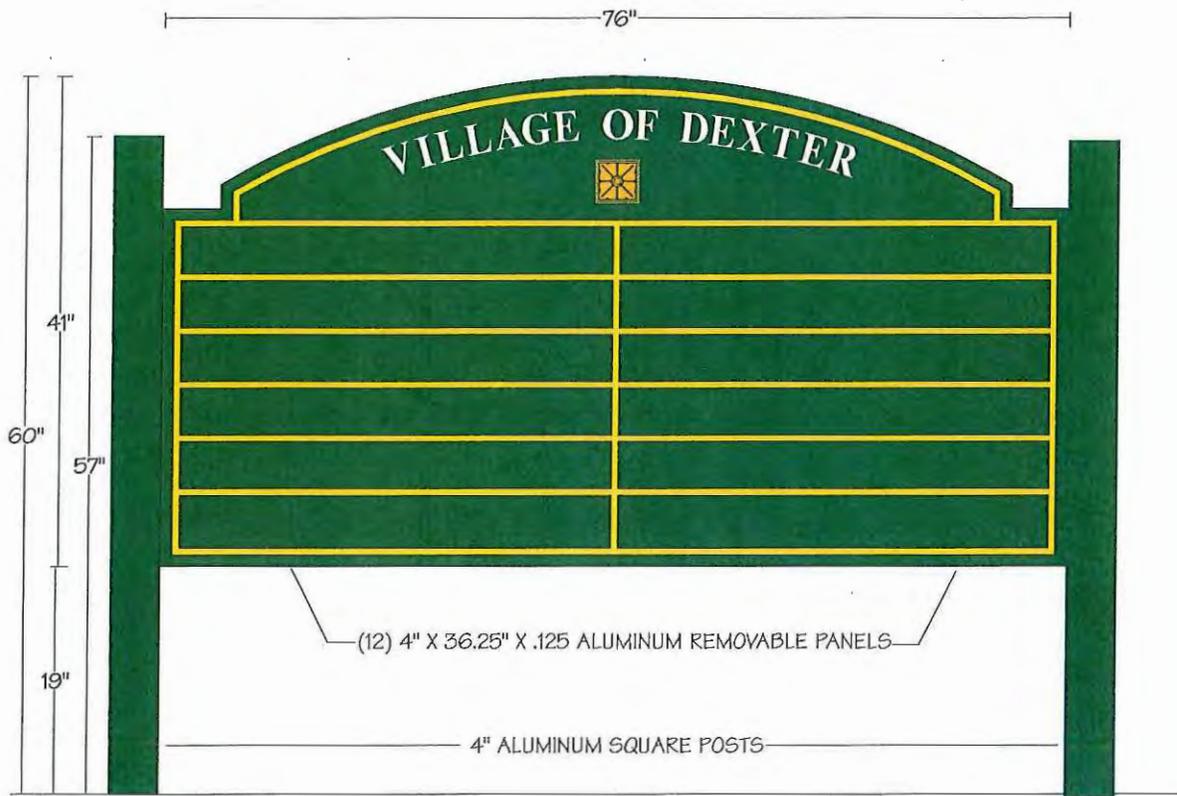
**Subdivision Connector/B2B** – Based on the latest anticipated schedule the helical pile contractor and boardwalk builder state that they will be complete within 2 weeks, weather dependent. Following the boardwalk construction the only remaining issues are the bridge rail installation and the roof installation under the railroad. I have not seen recent activity due to an equipment breakdown therefore I do not anticipate project completion prior to the mid-January. The landscaping placement on the Westridge side of the trail is being reviewed. The landscaping was not installed per plan, therefore Anlaan is working with the contractor to complete the rework this year, however it is weather dependent.

**Washtenaw County B2B Segment D1** – The County has bid the Segment D1 portion of the B2B and is working through the details of the bid. It is unlikely that the project will be constructed this winter. The County and I have been in contact and will focus on completing the design, landscaping plan, easement and agreements in January when they have a better idea about the construction timeline. The information will then be presented to Council.

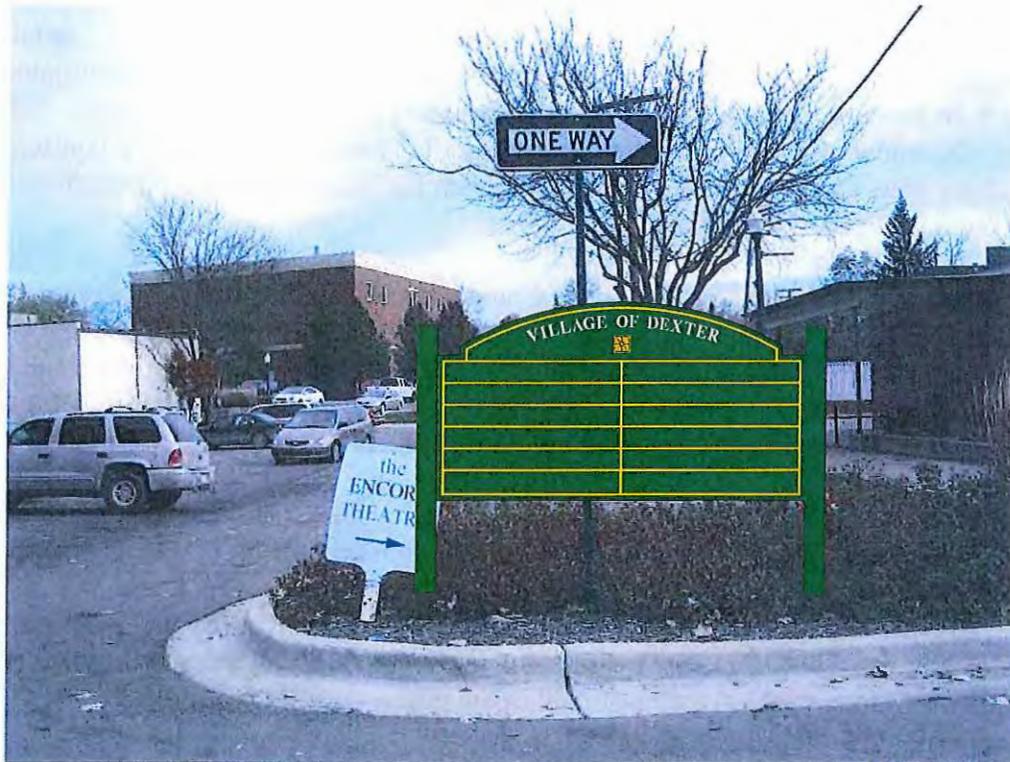
**Ice Rink** – The ice rink was installed and filled on Monday December 5<sup>th</sup>. The DPW and Water Department participated in the installation in order to complete the task in one day. Updates on the opening of the rink will be shared with the newspapers, posted on Facebook and Village Email Update. To date the Village has received donations from the Chamber (\$250), Dexter Daze Committee (\$500) and Think Dexter First (\$250). We are waiting for a response from the Dexter Rotary and Dexter Lions who have contributed in the past.

Please feel free to contact me prior to the meeting.

Thank you.



(1) 41" X 76" NEW DOUBLE FACE DIRECTIONAL SIGN



11/21/11  

 move right



## Memorandum

To: Planning Commission  
Donna Dettling, Village manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: 2012-2017 DRAFT Capital Improvements Plan  
Date: December 5, 2011

---

Attached are the updated project worksheets for the 2012-2017 CIP.

Please review all the worksheets for content and detail, Project ID (priority-section number-first year in CIP, XX-2.0-2009), and the project detail. If there are any recommended changes please let me know.

Please also review the order of priority and if there are any additional projects that should be considered.

When reviewing the project worksheets please think about projects near your neighborhoods. Residents know their neighborhoods, roads, etc well and may be able to help identify a capital improvement need.

New Projects this year include (and can be noted on summary sheet ending in 2012) –

1. 03-3.0-2012 - Main Street Walkway curb
2. 04-3.0-2012 – Baker Road New Sidewalk
3. 05-3.0-2012 – Dan Hoey Road New Sidewalk
4. 09-3.0-2012 – Grand Street New Sidewalk
5. 02-4.0-2012 – Downtown Restrooms
6. 04-4.0-2012 – Branding/Marketing/Logo Development
7. 07-4.0-2012 – Office Equipment Replacement/Software Upgrades
8. 08-4.0-2012 – Wayfinding Signage
9. 01-6.0-2012 – DPW Access Driveway

Completed Projects this year will include –

1. 06-1.0-2010 – Downtown Crosswalks – April 2012
2. 11-1.0-2010 – Main Street Paving – April 2012
3. 01-2.0-2009 – Mill Creek Park – Phase 1 – May 2012
4. 09-2.0-2010 – Parks and Recreation Branding – Removed
5. 07-3.0-2011 – Cedars of Dexter Connector – April 2012
6. 01-9.0-2005 – Water System Improvements – September – December 2012
7. 01-10.0-1990 – Westside Subdivision Connector – January 2012

## **NEXT STEPS**

The CIP should be adopted by the Planning Commission and Council no later than March. We have several months to review the information; however I would like to be able to complete the Executive Summary for the public hearing, which means I would like to have most comments by the February meeting.

Please review all the info and provide comments, revisions, etc.

Please feel free to contact if you have any questions.

Thank you,

Village of Dexter  
CIP FY 2012-2017

Project and Fund Summary

PROJECT # (Priority-Section-Year) PROJECT NAME FUNDING SOURCES 1st Year 2nd Year 3rd Year 4th Year 5th Year BEYOND UNDECIDED TOTAL ESTIMATED EXPENDITURES  
FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17

DDA PROJECTS

01-1.0-2010	ADA Ramp - Element 3A	DDA						100		100
02-1.0-2009	DAPCO Property Demolition	DDA						175		175
03-1.0-2007	Central Street Streetscape	DDA						200		200
04-1.0-2009	Parking Lot Maintenance	DDA						10		10
05-1.0-2010	Downtown Façade Improvements	DDA						30		30
06-1.0-2007	Property Acquisition Payback	DDA						164		164
07-1.0-2007	Alpine and Grand Property Acquisition	DDA							unknown	
08-1.0-2010	Downtown Capital Maintenance	DDA						50		50
09-1.0-2009	Main Street Parking Lot Rehab	DDA						95		95
10-1.0-2007	Baker Road Streetscape	TOTAL						30		900
		DDA						30		300
		Federal Aid-STP								400
		Street Fund								200
		Unknown/Schools								100
11-1.0-2007	Dexter Ann Arbor Road Corr. Impro.	TOTAL								300
		DDA								300
		Federal Aid-STP								0
12-1.0-2010	Downtown Fire Detection	DDA						10		10
13-1.0-2006	Forest Street Enhancements	DDA						750		750
14-1.0-2007	Jeffords Street Ext/Phase 2 Riverwalk (Forest to Grand)	TOTAL								485
		DDA								85
		DDA/Private								400

SECTION TOTALS

TOTAL										#REF!	#REF!
DDA										#REF!	#REF!
Federal Aid-STP										#REF!	#REF!
Street Fund										#REF!	#REF!
DDA/Private									400		400

PARKS & RECREATION PROJECTS

01-2.0-1998	Community Park	General Fund	20		100			50		170
02-2.0-2001	Warrior Creek Improvements	General Fund			207			90		297
03-2.0-2010	Mill Creek Park Improvements-Phase 2	TOTAL						1200		1200
		General Fund						500		500
		Grants						500		500
		Private						200		200
04-2.0-2007	Monument Park	TOTAL							100	100
		General Fund							55	55

Village of Dexter  
CIP FY 2012-2017  
Project and Fund Summary  
1st Year 2nd Year 3rd Year 4th Year 5th Year BEYOND UNDECIDED TOTAL ESTIMATED  
FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17 EXPENDITURES

PROJECT # (Priority- Section-Year)	PROJECT NAME	FUNDING SOURCES	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17	UNDECIDED	TOTAL ESTIMATED EXPENDITURES
		DDA						25		25
		Private						20		20
05-2.0-2010	Parkland Property Acquisition	General Fund	25	25	25	25	25	25		150
06-2.0-2010	School Property Acquisition	Various/Unknown							unknown	0
07-2.0-2004	Skatepark	General Fund	25	25	25	25	25	25		150

SECTION TOTALS

TOTAL	#REF!	#REF!							
General Fund	#REF!	#REF!							
DDA	#REF!	#REF!							
Grants	#REF!	#REF!							
Private	0	0	0	0	200	20			220
Various/Unknown								unknown	

SIDEWALKS AND WALKABILITY

01-3.0-2009	Annual Sidewalk Repair and Replace	General Fund	10	10	10	10	10	10		60
02-3.0-2009	Sidewalk Minor Repairs	General Fund	10	10	10	10	10	10		60
03-3.0-2012	Main Street Walkway Curb	General Fund								TBD
04-3.0-2012	Baker Road New Sidewalk Installation	General Fund	14							14
05-3.0-2012	Dan Hoey Road New Sidewalk Installation	General Fund	19							19
06-3.0-2010	Crosswalk Improvements (non-downtown)	General Fund	10	10	10	10	10	10		60
07-3.0-2010	Baker Road Crosswalk	Grants	134							134
08-3.0-2011	Lexington-Dan Hoey Crosswalk	Street Fund			15					15
09-3.0-2012	Grand Street New Sidewalk Installation	General Fund		38						38
10-3.0-2004	Edison Street New Sidewalk Installation(North)	General Fund			45					45
11-3.0-2004	Second Street New Sidewalk Installation	General Fund				60				60
12-3.0-2004	Fifth Street New Sidewalk Installation	General Fund					15			15
13-3.0-2004	Fourth Street New Sidewalk Installation	General Fund					19			19
14-3.0-2004	Hudson Street New Sidewalk Installation	General Fund						33		33
15-3.0-2004	Forest Street New Sidewalk Installation	General Fund						38		38
16-3.0-2006	Meadowview Drive New Sidewalk Installation	General Fund						10		10
17-3.0-2004	Inverness Street New Sidewalk Installation	General Fund						30		30
18-3.0-2004	Edison Street New Sidewalk Installation(South)	General Fund						30		30

SECTION TOTALS

TOTAL	#REF!	
General Fund	#REF!	
Street Fund	#REF!	
Grants	#REF!	134

BUILDINGS, GROUNDS and EQUIPMENT

01-4.0-1994	Village Hall	Various							unknown	0
02-4.0-2012	Downtown Restrooms	General Fund		100						100
03-4.0-2010	Equipment Replacement	Equipment Replacement	20	35	35	75				165

Village of Dexter  
CIP FY 2012-2017

Project and Fund Summary

PROJECT # (Priority- Section-Year)	PROJECT NAME	FUNDING SOURCES	1st Year					2nd Year		3rd Year		4th Year		5th Year		BEYOND		UNDECIDED	TOTAL ESTIMATED EXPENDITURES
			FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17											
04-4.0-2012	Logo Development/Branding/Marketing	General Fund		15	5	5													25
05-4.0-2011	Street lighting Upgrades	Equipment Replacement	10	10	10	10	10												50
06-4.0-2011	Fire Department Facility	Various														unknown			0
07-4.0-2012	Office Equipment Replacement/Software Upgrades	General Fund													25				25
08-4.0-2012	Wayfinding Signage	General Fund	5	5	5														15

SECTION TOTALS

TOTAL	30	45	45	85	10	0													215
Equipment Replacement	30	45	45	85	10	0													165
General Fund																			

PLANNING AND ZONING

01-5.0-2010	Zoning Ordinance Update	General Fund		10															10
02-5.0-2009	Tree Inventory	General Fund		10															10
03-5.0-2009	Permit Management Software	General Fund				12	12	12											36
04-5.0-2011	Master Plan Update	General Fund												20					20

SECTION TOTALS

TOTAL	0	20	0	12	12	32													76
General Fund	0	20	0	12	12	32													76

STREETS AND ALLEYS

01-6.0-2012	DPW Access Driveway	Street Fund			90														90
02-6.0-2008	RoadSoft Maintenance Program	Street Fund	10	10	10	10	10	10											60
03-6.0-2004	Central Street Streetscape	TOTAL			400														400
		Street Fund			100														100
		*DDA			200														200
		Federal Aid-STP			100														100
04-6.0-2000	Huron Street Reconstruction	Street Fund		200															200
05-6.0-2009	Annual Alley Maintenance	Street Fund	10	10	10	10	10	10											60
06-6.0-2010	Alley Project (Baker & Hudson/Forest & Grand)	Street Fund		60															60
07-6.0-2000	Edison Street Resurfacing	Street Fund			375														375
08-6.0-2000	Inverness Street Resurfacing	Street Fund				250													250
09-6.0-2010	Alley Project (Inverness & Hudson/Forest & Grand)	Street Fund			10														10
10-6.0-2000	Dover Street Resurfacing	Street Fund						280											280
11-6.0-2000	Fourth Street Resurfacing	Street Fund												300					300
12-6.0-2000	Forest Street Resurfacing	Street Fund												300					300
13-6.0-2000	Grand Street Resurfacing	Street Fund												275					275
14-6.0-2010	Alley Project (Baker & Broad/Forest and Grand)	Street Fund					50												50
15-6.0-2000	Fifth Street and Alpine Street Resurfacing	Street Fund												200					200
16-6.0-2000	Second Street Resurfacing	Street Fund												300					300
17-6.0-2000	Hudson Street Resurfacing	Street Fund												300					300
18-6.0-2000	Broad Street Resurfacing	Street Fund												200					200
19-6.0-2010	Street Sign Replacement	Street Fund		5	5	5	5	10											30

PROJECT NAME

SECTION TOTALS

TOTAL	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!		#REF!
Street Fund	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!		#REF!
DDA	0	0	200	0	0	0		200
Federal Aid-STP	0	0	100	0	0	0		100

STORM WATER

01-7.0-2004	Catch Basin Replacement	Street Fund	50	50	50	50	50	50	300
02-7.0-2009	Regional Storm Basin	TOTAL		274					274
		Street Fund		69					69
		Grants		205					205
03-7.0-2009	Baker Road Storm Channel Rehabilitation	TOTAL			50				50
		Street Fund			14				14
		Grants			36				36
04-7.0-2005	Fourth Street Storm Sewer	Street Fund				100			100
05-7.0-2009	Grand Street Storm Sewer	Street Fund				135			135
06-7.0-2009	Storm Outlet Rehabilitation	Street Fund					200		200
07-7.0-2009	Bio-retention swales	TOTAL					160		160
		Street Fund					60		60
		Grants					100		100

SECTION TOTALS

TOTAL	50	324	100	285	210	250		1219
Street Fund	50	119	64	285	110	250		878
Grants	0	205	36	0	100	0		341

WASTE WATER

01-8.0-2008	Sanitary Sewer Rehabilitation	Sewer Fund			20	20	20	20	80
02-8.0-2009	Grand Street Sewer Main Replacement	Sewer Fund			135				135
03-8.0-2011	Property Acquisition	Sewer Fund					100	100	200
04-8.0-2011	Wastewater System - Equipment Assets	TOTAL		2000	0	0	0	680	2680
		Federal Aid Loan (SRF)		2000					2000
		Sewer Fund					680		680
05-8.0-2011	Wastewater System - Building Assets	Sewer Fund	0		20	20	20	205	265

SECTION TOTALS

TOTAL	0	2000	175	40	140	1005		3360
Federal Aid Loan (SRF)	0	2000	0	0	0	0		2000
Sewer Fund	0	0	175	40	140	1005		1360

WATER SYSTEM

01-9.0-2009	Grand Street New Water Main	Water Fund			230				230
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Village of Dexter  
CIP FY 2012-2017

Project and Fund Summary

PROJECT # (Priority- Section-Year)	PROJECT NAME	FUNDING SOURCES	1st Year FY 12-13	2nd Year FY 13-14	3rd Year FY 14-15	4th Year FY 15-16	5th Year FY 16-17	BEYOND FY 17	UNDECIDED	TOTAL ESTIMATED EXPENDITURES
02-9.0-2009	Dan Hoey New Water Main Loop	Water Fund				125				125
03-9.0-2005	2nd Water Well Construction	Federal Aid-DWRF Loan						150		150
04-9.0-2005	Emergency Water Storage	Federal Aid-DWRF Loan						1300		1300
05-9.0-2011	Water System - Equipment Assets	Water Fund		10	10	10	10	255		295

SECTION TOTALS

TOTAL	#REF!								
Federal Aid-ARRA Grant	#REF!								
Federal Aid-DWRF Loan	#REF!								
Water Fund	#REF!								

REGIONAL COOPERATION PROJECTS

01-10.0-2000	Baker/Shield Intersection	Various						unknown	0
02-10.0-2008	Phase 2 Main Street Underpass	Various						unknown*	0
03-10.0-2000	Border to Border Trail Connection thru Village	TOTAL		30					30
		General Fund		10					10
		Street Fund		10					10
		County Park		10					10

SECTION TOTALS

TOTAL	#REF!							
General Fund	#REF!							
County Parks	#REF!							
Federal Aid-STP	#REF!							

GRAND TOTALS

FUNDING SOURCES	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Beyond FY 16	TOTAL CIP EXPENDITURES
TOTAL	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
General Fund	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Restricted	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Equipment Replacement	30	45	45	85	10	0	215
Street Fund	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Sewer Fund	0	0	175	40	140	1005	1360
Water Fund	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
DDA	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Federal Aid-GRANT (ARRA)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Federal Aid-LOAN	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Federal Aid-STP	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Grants	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Private	0	0	0	0	200	420	620
County Parks	0	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Unknown	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

\* Unknown-Phase 2 Main Street Underpass - 2010 Cost Estimate \$10,000,000

TOTAL - DDA=

17910



Attendance: Jim Carson, Allison Bishop, Donna Dettling, Steve Brouwer, Donna Fisher, and Shawn Keough

Absent: Tom Covert, Dan O'Haver and Derk Wilcox

Per the agenda, general updates include: MEDC approved a planning grant on 10-24-11 to cover 50% of the planning costs to pay for the OHM/Bird Houk contract. Council approved the OHM/Bird Houk scope of services on 10-24-11.

The OHM/Bird Houk group started the first task; Building and Site Evaluation on October 28, 2011. This task is to be completed in 4 weeks and consists of the following bullet point items:

- Code compliance
- Accessibility (Site and Building)
- Mechanical, Electrical and Plumbing consideration
- Structural analysis
- Flexibility for alternative uses
- Existing infrastructure constraints
- Highest and best use
- Meeting with the Village to present findings

A Report will be provided within the next two weeks. Donna Dettling will forward a copy of the report to the Team as soon as she receives it.

Team reviewed the "Draft" Lease Template. Scott Munzel has reviewed the document and provided comment. Donna Dettling will finalize the lease document and use it to start discussions with Tenants.

Donna Dettling handed out an updated summary of leases worksheet as well as Revenue vs. Expense Analysis worksheet. The Team discussed modest increases to the lease rates in order to cover expenses. We discussed the expenses and felt \$25,000 estimate for taxes would be a possibility when the property is uncapped. The Team also felt a total of around \$40,000 for expenses would be a good place to start.

The Team discussed the term of the leases and recommended using 12-31-2013 as the end date for all the leases. Donna Dettling and Jim Carson will be meeting with each of the tenants to review a draft lease with them, which will include proposed lease rate increases and determine interest in moving forward with the lease arrangement.

The Team discussed a Kick-Off event for this project to bring the Redevelopment Team, DDA, Planning Commission and Village Council together to meet Jim Houk and review the findings from Task One. The Team suggested the second week of January for this event and recommended that we hold the event at Aubree's. Donna Dettling will work with Jim Carson to set a date and make arrangements with Aubree's.

Next Steps. The CDBG Programs for Blight and Façade will be looked at in the future after we know more about the condition of the building and we have an opportunity to discuss with our Consultant these tools as well as others available to assist the village with redevelopment.

The Team doesn't want to establish a monthly meeting schedule; rather schedule meetings as needed.

Respectfully Submitted  
Donna Dettling

# VILLAGE OF DEXTER

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

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: Council Members**  
**From: Website Committee**  
**Date: December 6, 2011**  
**Re: Update**

Over the past several weeks the Website Committee and Ciesa Design have been working through the development of the site map for the new website. Attached is the current draft of the site map, presented in an easy to read "drop-down" menu format.

The Committee will be meeting with Ciesa on Friday, December 9, 2011 at 10 a.m. We will be working to complete the site map with the goal of signing off on it the week of December 12, 2011. Please feel free to share any feedback on the site map with any member of the Committee.

The next phase of the process is design. In anticipation of this, we have sent out a request for Village photos using the e-mail list, website and Facebook account. If you or anyone you know has photos they would like to submit they can do so by sending them to [villagewebphotos@gmail.com](mailto:villagewebphotos@gmail.com).

Header

Calendar | Documents & Forms | Search

Search Box

BUSINESS	
1	Overview
2	Commercial Areas
3	Dexter Business Research Park
4	Economic Development
5	Business Directory
6	Business History
7	Business News
8	Starting a Business
9	Doing Business with the Village

COMMUNITY	
Overview	
About Dexter	
Community Resources	
Farmers Market	
Other Useful Links	

GOVERNMENT	
Overview	
Village Council	
Administration	
Commissions & Committees	
Documents and Forms	
Village Directory	
Other Government Officials and Units of	
Elections, Voting and Running for Elected Office	

VILLAGE SERVICES	
Overview	
Documents and Forms	
Development and Zoning	
Garbage, Recycle and Yard Waste Collection	
Permits	
Police and Fire	
Public Utilities (water, sewer)	
Public Works (streets, sidewalks)	
Ordinances	
Taxes	
Utility Billing	

I WANT TO...	
Contact Fire or Sheriff's Department - Non-Emergency	
Report a Street Light Outage	
Sign up for "Village Updates" via Email	
View Agendas and Minutes	
View Council Meeting Packet	

Home Page Image (random/rotated/seasonal), Village Calendar, News & Announcements,

Footer Site Map | Website Feedback | Address Information | Facebook Page |

Did you know?

AGENDA 12-12-11  
ITEM I-4

Manager Report  
November 14, 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: December 7, 2011**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of December 12, 2011**

1. Meeting Review:
  - November 29<sup>th</sup> – Sludge project update meeting
  - November 29<sup>th</sup> – OHM update meeting
  - November 30<sup>th</sup> – Regional Fire Meeting
  - November 30<sup>th</sup> – Former DAPCO Site Redevelopment Team
  - December 1<sup>st</sup> – Water main project update meeting
  - December 5<sup>th</sup> - Farmers Market/Community Garden Oversight
  - December 6<sup>th</sup> - Middle Huron Partners Stormwater Group
2. Upcoming Meeting Review:
  - December 8<sup>th</sup> – Meet with Shawn re: Mid-year review
  - December 9<sup>th</sup> – Dan & Kurt re: Future staffing options
  - December 9<sup>th</sup> – Paul Ganz DTE re: Meter upgrades
  - December 13<sup>th</sup> – Five Healthy “5H” monthly meeting
  - December 13<sup>th</sup> Complete Streets Plan- Public Meeting
  - December 15<sup>th</sup> – DDA monthly meeting
3. Water Main Project Update. All water service leads and tie-ins are complete. The site will be final graded but top soil, sod and seeding will be delayed until spring. Bricco will clean up the site for the winter. Effort to minimize soil erosion over the winter will be undertaken with silt fence and check dams.
4. Community Garden. The revenue and expenses for the second year of the Community Garden ended up at \$1,000 in revenues and \$1,250 in expenses. We had a surplus the first garden season of \$1,500 from the grant, plot fees and donations. This surplus is in general fund reserves, and I continue to track against this for amounts not covered each garden season. Season 2 we were within \$250 of breaking even. At the December 5<sup>th</sup> Farmers Market/Community Garden Meeting the Committee felt it was appropriate to raise next year’s rates to \$60 for a full plot, \$30 for a half and \$15 for a raised bed. The additional revenue will help close the break even gap to under \$100 for season 3 provided our expenses remain constant.
5. Office Closed over Holiday. Staff will be keeping the Village Office open 2 of the 4 union contract holidays again this year. We will be staying open on Friday, December 23 and 30<sup>th</sup> and closing the office on Monday, December 26<sup>th</sup> and Monday, January 2<sup>nd</sup> for the Christmas and New Year Holiday.

6. 8077 and 8087 Forest Street Fence. I asked Kurt to do a general inspection of the fence. The fence is on village property and we recommend it stay until we decide how we're going to use this space.
7. Floodplain Mapping. Attached for your review are documents relating to our recent floodplain mapping by FEMA. The documents are still in draft form. To participate in the National Flood Insurance Program we need to adopt the ordinance and complete the application process. To move this forward there will be a consideration item on the next agenda to set a public hearing on the ordinance for the January 9 meeting. OHM's review of the map shows that there are potentially four properties impacted by the floodplain in addition to the Wastewater Treatment Plant. If these properties are required to obtain flood insurance, the Village's participation in this program will allow them to obtain it through the national program at a lower rate than they would pay through a private insurer.
8. Main Street Rehabilitation. Just a reminder that we will have a work session at 6:00 p.m. prior to the January 9, 2012 Council meeting to review the design documents for the Main Street Project as well as the Central Street Project. I would like to invite Dexter Community Schools; Mary Marshall and Sean Burton to the work session to get their reaction to scheduling. These plan sets will also go before Planning Commission at their January meeting.
9. Arts, Culture & Heritage Committee. The Committee met on December 6 and reviewed Council's comments on the draft art plan. The Committee agreed to strike the language regarding the public art ordinance from the plan. They are also going to discuss further whether permanent pads are necessary. The Planning Commission received a copy of the plan in their packet and has the opportunity to provide feedback. Several members of the Committee will be meeting with the Parks and Recreation Commission at their December 20 meeting to start discussing the locations in more detail. The Downtown Development Authority will also see the plan at their December meeting. A sub-committee of the ACH Committee has met and will continue to meet to gather contact information and websites of places to advertise once the solicitation for the art is ready to go out. We will also be gathering examples of applications that are used by other communities that have temporary art displays. The Committee also discussed assigning a dollar figure to the plan over five year period. This figure will be discussed further at the January meeting. Pam O'Hara has decided to resign from the Committee.
10. Cooperation, Collaboration, and Consolidation Plan. Provided for your review is the draft Cooperation, Collaboration and Consolidation Plan which is the second requirement to receive Economic Vitality Incentive Program funds. The Plan is due to the State of Michigan by January 1, 2012.

## Courtney Nicholls

---

**From:** Phillips, Christine <Christine.Phillips@ohm-advisors.com>  
**Sent:** Friday, November 18, 2011 3:11 PM  
**To:** Courtney Nicholls  
**Cc:** Gronevelt, Rhett  
**Subject:** Floodplain Ordinances  
**Attachments:** Intergovernmental Agreement.doc; Notice of Intent for NFIP Participation.doc; NFIP Application.pdf; Floodplain Ordinance.doc

Courtney,

I looked into the floodplain ordinance and becoming part of the National Flood Insurance Program (NFIP) and called the DEQ for confirmation. The Village will need to complete four documents, and get Council action on three of them.

1) Floodplain Ordinance - this is simply an ordinance indicating that the Village will follow the floodplain management provisions of the State Construction Code, which contains language regarding development in the floodplain and is compliant with the minimum requirements of the NFIP. It also references the most current Flood Insurance Study (FIS) and Flood Insurance Rate Map ( FIRM). Section 3 has been completed based on input from the DEQ. They indicated that this language needed to be used because it was acceptable to FEMA.

2) Intergovernmental Agreement - Because the Village uses the County's Building Dept, this is an agreement between the Village and the County indicating that the County will administer the Michigan Residential Code and Michigan Building Code.

3) Notice of Intent for NFIP Participation - This indicates the Village's desire to participate in the NFIP.

4) Application - This is to be sent with the ordinances and agreement to the NFIP for review.

I am happy to complete the documents for the Village if you would like, or provide any other information that's needed. Just let me know. Also, the DEQ is willing to take one final look over them prior to Council approval to ensure that everything is worded appropriately for FEMA.

Finally, as we talked about previously, the DEQ recommended becoming enrolled in the NFIP by April 3, 2012 (the effective date of the FIS and FIRM). I will confirm how long FEMA needs to process the application for enrollment, and get back with you.

Let me know of any other information that may be needed.

Thanks,  
Christine

## ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE CONSTRUCTION CODE

Community Name: Insert Community Name, County: Insert County Name

**Ordinance number** Insert Ordinance Number

An Insert ordinance/ordinance amendment to Insert affirm/designate an enforcing agency to discharge the responsibility of the Insert City, Village, or Township of Insert Name of Unit of Government located in Insert County name County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The Insert City, Village, or Township of Insert Name of Unit of Government ordains:

**Section 1. AGENCY DESIGNATED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Insert position title i.e. Building Official or other entity of the Insert County, City, Village, or Township of Insert Name of Unit of Government is hereby designated as the enforcing agency to discharge the responsibility of the Insert County, City, Village, or Township of Insert Name of Unit of Government under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Insert County, City, Village, or Township of Insert Name of Unit of Government assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of the community adopting this ordinance.

**Section 2. CODE APPENDIX ENFORCED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Insert County, City, Village, or Township of Insert Name of Unit of Government.

**Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS.** The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Washtenaw County, Michigan (All Jurisdictions)" and dated April 3, 2012 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26161C; 0207E, 0209E, and 0228E and

dated April 3, 2012 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

**Section 4. REPEALS.** All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 5. PUBLICATION.** This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

Adopted this Insert Day day of Insert Month, Insert Year.

This ordinance duly adopted on Insert Date at a regular meeting of the Insert Name of Adopting Body and will become effective Insert Date.

Signed on Insert Date by \_\_\_\_\_ (Signature), Insert Typed Name, Clerk of the Insert County, City, Village, or Township of Insert Name of Unit of Government.

Attested on Insert Date by \_\_\_\_\_ (Signature),  
Insert Typed Name Insert Title: Chair, Mayor, Supervisor, or President of the Insert County, City, Village, or Township of Insert Name of Unit of Government.

**MICHIGAN COMMUNITY RESOLUTION AND INTERGOVERNMENTAL**  
**AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT**  
**FOR THE NATIONAL FLOOD INSURANCE PROGRAM**

Community A: Insert Name

Community/Entity B: Insert Name

**WHEREAS**, Community A \_\_\_\_\_

(check the appropriate statement)  currently participates  desires to participate

in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
  - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
  - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

**WHEREAS**, by the action dates of this document or an existing historical agreement dated Insert Date, Community/Entity B affirms/agrees on behalf of Community A to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all development within Community A’s political boundaries, and

**WHEREAS**, Community A and Community/Entity B enforce floodplain regulations of the construction code act, and Community A wishes to ensure that the administration of that code complies with requirements of the NFIP, and

**NOW THEREFORE**, to maintain eligibility and continued participation in the NFIP,

1. Community A and Community/Entity B agree that Community/Entity B’s officially designated enforcing agency for the construction code act, Insert Position Title, be directed to administer, apply, and enforce on Community A’s behalf the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:
  - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding, and
  - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and
  - c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Community/Entity B shall implement the following applicable codes according to their terms:
    - i) Appropriate portions and referenced codes and standards of the current Michigan Residential Code.
    - ii) Appropriate portions and referenced codes and standards of the current Michigan Building Code.
    - iii) Appendix G of the current Michigan Building Code.
  - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
  - e. Assisting in the delineation of flood hazard areas; provide information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintain flood proofing and lowest floor construction records, and cooperate with other officials, agencies, and persons for floodplain management.
  - f. Advising FEMA of any changes in community boundaries, including appropriate maps, and

- g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed.
- 2. Community A and Community/Entity B assure the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Community A's compliant participation in the program.
- 3. Community A further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**FURTHER BE IT RESOLVED**, both communities declare their understanding that, until this resolution is rescinded or Community A makes other provision to enforce the construction code act:

- 1. Community/Entity B must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
- 2. For Community A to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

<b>Community A:</b>	Insert Name	Date Passed: Insert Date
Officer Name:	Insert Name	Title: Insert Title
Signature:	_____	Date: _____
Witness Name:	Insert Name	Title: Insert Title
Signature:	_____	Date: _____

<b>Community/Entity B:</b>	Insert Name	Date Passed: Insert Date
Officer Name:	Insert Name	Title: Insert Title
Signature:	_____	Date: _____
Witness Name:	Inset Name	Title: Insert Title
Signature:	_____	Date: _____



**MICHIGAN COMMUNITY RESOLUTION OF INTENT  
FOR  
PARTICIPATING IN THE NATIONAL FLOOD INSURANCE PROGRAM**

**WHEREAS**, certain land and water areas within the governmental boundaries of the - Select One - of Insert Community name in Insert County name County are subject to periodic flooding, mudslides (i.e., mudflows), or flood related erosion, causing serious damages to properties within these areas; and

**WHEREAS**, relief is available in the form of federally subsidized flood insurance, as authorized by the National Flood Insurance Act of 1968; and

**WHEREAS**, this community desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP); and

**WHEREAS**, this community has the legal authority to administer or has an agreement with another entity to administer the state construction code comprised of the Michigan Residential Code and the Michigan Building Code and its Appendices, specifically Appendix G, adopted pursuant to the Stille-Derossett-Hale Single State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501, et. seq. (construction code act), and further has authority to adopt land use and control measures to reduce future flood losses pursuant to: (check applicable authority)

- 1. 2008 PA 33, Michigan Planning Enabling Act, MCL 125.3801-125.3883
- 2. 2006 PA 110, Michigan Zoning Enabling Act, MCL 125.3101-125.3702, as amended by 2008 PA 12

and

**WHEREAS**, the official administration and enforcement of the construction code act and the state construction code within this community's political boundaries, MCL 125.1508b by Insert community officer/position title or other entity name as this community's enforcing agency, will provide the means to implement and enforce an effective and competent floodplain management program, and

**WHEREAS**, this community or its enforcing agency is responsible for the submittal on the first anniversary date of the community's initial eligibility, a report to the Federal Insurance Administrator (Administrator) on the progress the community has made during its first year of participation, in the development and implementation of floodplain management measures, and thereafter, submit biennial reports as requested by the Administrator; and

**WHEREAS**, this community intends to recognize and duly evaluate flood, mudslide (i.e., mudflow) and flood related erosion hazards in all official actions relating to land use in areas having these hazards within its jurisdiction; and

**NOW, THEREFORE, BE IT RESOLVED**, that this community's governing body hereby:

1. Assures the FEMA that the construction code act and the state construction code is administered and enforced within its boundaries; it intends to identify and duly evaluate and enact as necessary, and maintain in force in those areas having flood, mudslide (i.e., mudflow), or flood related erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with the criteria set forth in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, of the NFIP Regulations; and
2. Commits to vest with the community's floodplain management enforcing agency the responsibility to maintain for public inspection and to furnish, upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM), any certificates of floodproofing, and information on the elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed, the elevation (in relation to mean sea level) to which the structure was floodproofed; and
3. Commits to take such other official action as may be reasonably necessary to carry out the objectives of the NFIP program; and
4. Commits, in its interactions with the Administrator, to:
  - a. Assist the Administrator at his/her request, in his/her delineation of the limits of the area having special flood, mudslide (i.e., mudflow), or flood related erosion hazards.
  - b. Provide such information as the Administrator may request concerning present uses and occupancy of the floodplain, mudslide (i.e., mudflow), or flood related erosion areas.
  - c. Cooperate with federal, state, and local agencies and private firms which undertake to study, survey, map, and identify floodplain, mudslide (i.e., mudflow), or flood related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain, mudslide (i.e., mudflow), and/or flood related erosion areas in order to prevent aggravation of existing hazards.
  - d. Upon occurrence, notify, the Administrator in writing whenever the boundaries of the community have been modified by annexation, or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FHBMs and FIRMs accurately represent the community's boundaries, include within such modification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

Participating Community: Insert Name

Date Passed: Insert Date

Officer Name: Insert Name

Title: Insert Title

Signature: \_\_\_\_\_

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

Certified by: Insert Name

Title: Insert Title

Signature: \_\_\_\_\_

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

DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 APPLICATION FOR PARTICIPATION IN THE NATIONAL FLOOD  
 INSURANCE PROGRAM

O.M.B. NO. 1660-0004  
 Expires February 29, 2008

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 4 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to submit to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, Paperwork Reduction Project (1660-0004). Please, do not send your completed form to the address above.

1. APPLICANT COMMUNITY NAME (City, town, etc.) \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY, STATE \_\_\_\_\_

2. COMMUNITY OFFICIAL - CHIEF EXECUTIVE OFFICER (CEO) \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_ TELEPHONE NO. (Include area code) \_\_\_\_\_

ADDRESS (Street or box no., city, state, zip code) \_\_\_\_\_

3. PROGRAM COORDINATOR (Official, if different from above, with overall responsibility for implementing program) \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_ TELEPHONE NO. (Include area code) \_\_\_\_\_

ADDRESS (Street or box no., city, state, zip code) \_\_\_\_\_

4. LOCATION OF COMMUNITY REPOSITORY FOR PUBLIC INSPECTION OF NFIP MAPS \_\_\_\_\_

ADDRESS \_\_\_\_\_

**5. ESTIMATES FOR THOSE AREAS PRONE TO FLOOD AND/OR MUDSLIDE AS OF THE DATE OF THIS APPLICATION**

AREA IN ACRES	POPULATION	NO. OF 1-4 FAMILY STRUCTURES	NO. OF ALL OTHER STRUCTURES

**6. ESTIMATES OF TOTALS IN ENTIRE COMMUNITY**

POPULATION	NO. OF 1-4 FAMILY STRUCTURES	NO. OF ALL OTHER STRUCTURES

**7. FOR FEMA REGIONAL OFFICE USE ONLY**

1. FEMA REGIONAL OFFICE \_\_\_\_\_ 2. NAME OF CONTACT \_\_\_\_\_ 3. TELEPHONE NO. \_\_\_\_\_

4. LEVEL OF 44 CFR 60.3 REGULATION ADOPTED (Check one)  
 60.3(a)  60.3(b)  60.3(c)  60.3(d)  60.3(e)

5. CHECK APPROPRIATE BOX:  
 EMERGENCY PHASE  REGULAR PHASE

IF REGULAR PROGRAM, SPECIFY FIRM INDEX DATE. IF USING ANOTHER COMMUNITY'S FIRM, GIVE COMMUNITY NAME, CID, FIRM INDEX DATE AND MAP PANEL NUMBER DEPICTING COMMUNITY.

## Village of Dexter

### Cooperation, Collaboration, and Consolidation Plan

**Purpose:** To document existing efforts and propose a new effort to increase efficiency and save money.

**Background:** The State of Michigan requires communities to submit a plan prior to January 1, 2012 as a requirement to obtain Economic Vitality Incentive Program funds. The plan must include previous efforts towards cooperation, collaboration, and consolidation along with resulting/anticipated cost savings and efficiency improvements. The plan must also contain at least one new proposal for future cooperation, collaboration and consolidation and give estimates of any potential savings and efficiency improvements through these future efforts.

**Current and past cooperation, collaboration, and consolidation examples:**

#### **Construction Projects**

In 2008 the Washtenaw County Road Commission and the Village of Dexter collaborated to remove the Mill Creek Dam and reconstruct the Main Street Bridge. The Bridge had fallen into such serious disrepair that the weight limit was very low. Underneath the Bridge was a dam that had been in place since the early 1900's. Through a collaborative effort the Bridge was replaced and the dam was removed. Following the removal the Village has moved forward with creating a park in the area of the former dam impoundment. This collaboration resulted in improvements in safety, environmental health of the Mill Creek, the aesthetics of the area and the creation of an additional 4 acres of open space for area residents. Cost savings resulted from collaborating on permitting, consulting, contract issuance and construction by completing the dam removal and bridge replacement as one complete project.

In 2011 the Village entered into a collaborative agreement with the Washtenaw County Road Commission, Huron Clinton Metropolitan Authority and Washtenaw County Parks to provide a connection to the County's Border to Border Trail through the Village. Leveraging the funding available to all four organizations made construction of an additional 3 miles of new trail, which connects to an existing 13 miles of trail, possible.

To provide connectivity to a new subdivision, the Village is partnering with the Washtenaw County Road Commission to provide design and construction services for a new sidewalk. This effort will save the Village approximately \$10,000 in design services.

#### **Police Services**

The Village of Dexter contracts for police service from the Washtenaw County Sheriff Department. The Townships of Webster and Dexter also contract with the Washtenaw County Sheriff Department for service. The Village participates in resource sharing with Dexter Township and Webster Township that allows the Village (and the two Townships) to receive 24-

7 police coverage. If the Village were to create its own police force it would cost approximately \$500,000 more per year and provide a lower level of service to our residents.

### **Fire Protection**

The Village is a member of the Dexter Area Fire Department (DAFD). The DAFD was formed in 1985 under the Urban Cooperation Act and provides fire service to Dexter Village, Dexter Township, Webster Township and a portion of Lima Township. An estimate is not available regarding the cost of the Village providing its own fire service; however it would not be unreasonable to expect that 24-7 coverage would require a substantial capital investment and likely a minimum of \$600,000 of increased yearly expense.

### **Economic Development**

Two businesses in the Village have recently requested to obtain funds under the State of Michigan Brownfield Redevelopment statute. To carry this request out the Village utilized the services of the Washtenaw County Brownfield Authority instead of creating its own Brownfield Authority. Utilizing this established Authority saved the costs (personnel, attorney, etc) associated with establishing and maintaining a Village specific Authority.

The Village participates in a regional economic development effort to promote the natural features of our area. Involved in this "Gateway" initiative are the City of Chelsea, Chelsea Chamber of Commerce, Waterloo Recreation Area, Pinckney Recreation Area and the Ann Arbor Convention and Visitor's Bureau.

### **Tax Collection**

The Village Treasurer has the responsibility of collecting personal property tax on Village businesses. When these accounts become delinquent, the Treasurer works with the Treasurers of Scio Township and Webster Township to bring the accounts into compliance. Working together saves legal/auction/personnel fees that would be necessary if each entity attempted to gain compliance on their own.

### **Public Transit**

The Village is a member of Western Washtenaw Area Value Express (WAVE). WAVE is a non-profit service organization that exists to provide affordable transportation to older adults, persons with disabilities, and other transit-dependent individuals in western Washtenaw County. Providing this service to our residents without the assistance of the collaborative effort would require a capital investment for vans and the ongoing payment of drivers and a program manager.

### **Regional Planning**

The Village engages in regional planning activities through participation in the Chelsea Area Planning Team/Dexter Area Regional Team.

### **Utilities**

When the Village was looking for a second source of water for the community, the Dexter Community Schools allowed the use of their property for a test well. When it was discovered that a suitable aquifer existed on the property, the Village and School District signed a long term lease for the property, giving the schools revenue and allowing the Village to establish a redundant water source for the community.

### **Historic Preservation**

Gordon Hall is a historical property located just outside of the Village limits. When it was put up for sale in 2006, the Village was part of a collaboration between the Dexter Area Historical Society, Webster Township, and Scio Township to donate funds to allow the Historical Society to purchase the property. The purchase saved the mansion and has resulted in the creation of two conservation easements on the surrounding property to protect it from future development.

### **Stormwater Management**

In 2009 the Village formed a partnership with the Dexter Community Schools that allowed them to become a nested jurisdiction under the Village's MS4 Stormwater Permit.

The Village is a member of the Huron River Watershed Council - Middle Huron Cooperative which is a group of communities that have been working for several years to contest phosphorous loading standards in the watershed. Collaborating on this initiative has saved all involved communities from paying individually for their own representation in this effort.

The Village is a member of the Huron River Watershed Council – Middle Huron Program and Stormwater Advisory Group. Participation in this group provides assistance to the Village in meeting our MS4 Stormwater Permit requirements.

### **Building Department**

The Village utilizes the services of the Washtenaw County Building Department for all building inspections within the Village. Utilizing this Countywide service prevents the Village from having to contract out for or provide this service internally.

### **Future Efforts:**

#### **Fire Protection**

The Townships of Dexter, Scio and Webster along with the Village have been meeting over the course of two years to join together to form a larger regional fire department. This effort should

be completed in 2012 and will result in an approximately \$70,000 savings to the Village due to the use of an updated cost allocation model. The consolidation will also increase service and overall efficiency of the department.

### **Connectivity**

The Village will be partnering with the Dexter Community Schools as they establish their Safe Routes to School Program. Participating in this program will provide the community with grants that will be used to increase the amount of sidewalk available throughout the community along with providing other upgrades to increase pedestrian safety.

### **Assessing Services**

The Village has initiated the process for incorporation as a Home Rule City. Our petition has been found legally sufficient by the State Boundary Commission and the Director of Licensing and Regulatory Affairs. A public hearing on the boundary is scheduled for January 2012 as the next step in the process. If the Village should be successful in achieving Cityhood, it is likely that the Village (City) would investigate some type of shared assessing service with the Townships of Scio and Webster. This idea is not something that can be certain at this point in time, however, we believe it could be a future area where cooperation could result in both efficiency and cost savings.

## Village President Report

AGENDA 12-12-11  
ITEM F-5

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities since the last Council meeting and future meeting schedule:

### Activities Since my Last Report

November 30, 2011 – Regional Fire Department Committee meeting at Scio Township offices – we reviewed the attorney's redraft of the interlocal agreement at this meeting. A revised copy of this draft has been included with my report for Council review and comment. This is likely the draft that will be discussed at the January 16, 2012 meeting with the 3 Townships.

November 30, 2011 – DAPCO Redevelopment Team meeting – I attended this meeting. Please see the update under subcommittee reports.

### Future Activities

December 8, 2011 – Mid Year review meeting with Village Manager Donna Dettling

December 8, 2011 – I was contacted by Matt LaFontaine and we have arranged to meet to discuss various topics, including progress of construction at the new dealership and the future piece of art that is envisioned for the corner of Dan Hoey and Ryan. My goal is to learn how the Village's Arts, Culture and Heritage Committee can be included in the process of selecting/promoting/etc..the piece of art.

December 9, 2011 – I was asked by Donna Dettling to participate in a meeting with Dan Schlaff, Kurt Augustine, Al Lewis, Donna and Courtney to discuss future Village staffing options related to the potential superintendent position.

December 9, 2011 – Website Committee meeting with Ciesa Design

December 12, 2011 – Village Council meeting

December 15, 2011 – Downtown Development Authority meeting

December 27, 2011 – Village Council meeting (Reminder to Residents and Council that this meeting is on a Tuesday during this holiday week)

January 9, 2012 – Village Council meeting with workshop in advance of meeting to review road projects (Central Street and Main Street).

January 16, 2012 – Joint Regional Fire Department meeting – This group discussion is planned with the Councils/Boards from Dexter Village, and Dexter, Scio and Webster Township. The meeting will be held at Webster Township Hall.

January 17, 2012 (4 pm) – State Boundary Commission Public Hearing at the Dexter District Library

I plan to meet with Fred and Marni Schmid (Dexter Pharmacy) next week to better understand their thoughts and comments related to the proposed sign ordinance changes.

Please let me know if you have any questions. I hope to see you around our town and hope everyone has a very safe and special holiday season.

Shawn Keough

Village President

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

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

**INTERLOCAL AGREEMENT**

CREATING THE

**MID-WASHTENAW FIRE DEPARTMENT**

(a Michigan public body corporate)

BETWEEN AND AMONG

**DEXTER TOWNSHIP**

(a Michigan general law township)

AND THE

**VILLAGE OF DEXTER**

(a Michigan general law village)

AND

**SCIO TOWNSHIP**

(a Michigan general law township)

AND

**WEBSTER TOWNSHIP**

(a Michigan general law township)

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The following recitals are made regarding this interlocal agreement between the Township of Dexter, Washtenaw County, Michigan ("Dexter Township"), the Village of Dexter, Washtenaw County, Michigan ("Village"), the Township of Scio, Washtenaw County, Michigan ("Scio Township"), and the Township of Webster, Washtenaw County, Michigan ("Webster Township"):

Political subdivisions of the State of Michigan have been authorized by the People of the State of Michigan to enter into agreements for the performance, financing, and execution of governmental functions through Section 5 of Article III of the State Constitution of 1963.

The People of the State of Michigan, through Section 28 of Article VII of the State Constitution of 1963, have required the Michigan Legislature to authorize 2 or more counties, townships, cities, villages, or districts to, among other things: (1) enter into contracts, including with the State, for the joint administration of functions or powers; (2) share costs and responsibilities; (3) transfer functions or responsibilities; (4) cooperate; and (5) lend their credit in connection with any publicly owned undertaking.

The Michigan Legislature has implemented Section 5 of Article III of the State Constitution of 1963 and Section 28 of Article VII of the State Constitution of 1963 by enacting the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("Act"). Under the Act, a public agency may jointly exercise with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately. An agreement between 1 or more public agencies under the Act may provide for a separate legal or administrative entity, which must be a public body corporate or politic, to administer or execute the agreement.

As townships, Dexter Township, Scio Township, and Webster Township are authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, 1945 PA 246, MCL 41.181 to 41.187, and 1951 PA 33, MCL 41.801 to 41.813. The Village is authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, The General Law Village Act, 1895 PA 3, MCL 61.1 to 75.12. Dexter Township, Scio Township, Webster Township, and the Village each seeks to cooperate with the other to further coordinate, enhance, and improve the provision of fire protection and emergency response services and related health or safety services by entering into this interlocal agreement.

Dexter Township, Scio Township, Webster Township, and the Village intend to achieve their goal by creating a separate legal entity named the Mid-Washtenaw Fire Department ("Department"). Under this interlocal agreement, Dexter Township, Scio Township, Webster Township, and the Village each agree that the Department will administer or execute the joint powers, duties, functions, responsibilities, and authority possessed by Dexter Township, Scio Township, Webster Township, and the Village as necessary to provide efficient and effective fire protection and emergency response services and related health or safety services.

Accordingly, Dexter Township, Scio Township, Webster Township, and the Village agree to the following terms and conditions:

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**ARTICLE I**

**DEFINITIONS**

**Section 1.01. Definitions.** As used in this interlocal agreement:

(a). "Act" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(b). "Agreement" means this interlocal agreement between and among Dexter Township, Scio Township, Webster Township, and the Village.

(c). "DAFD Participant" means a Party that also is a participating Public Agency on the Effective Date in the interlocal agreement, as amended, which was originally entered into under the Act to establish the Dexter Area Fire Department and approved on March 26, 1985, by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.

(d). "Department" means the Mid-Washtenaw Fire Department, a separate legal entity and public body corporate created under Article III of this Agreement.

(e). "Department Run" means the act of the Department responding with 1 or more vehicles to provide Emergency Services within the Service Area.

(f). "Dexter Area Fire Department" or "DAFD" means the public body corporate and established under an interlocal agreement, as amended, which was originally entered into under the Act on March 26, 1985, by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.

(g). "Dexter Township" means the Township of Dexter, Washtenaw County, Michigan, a Michigan general law township.

(h). "Emergency Services" means fire protection services, emergency medical services, emergency response, and any Related Emergency Health and Safety Services. Emergency services does not include police protection.

(i). "Effective Date" means the later of February 1, 2012 or the date on which all of the following are satisfied:

(i). The Agreement is approved and entered into by the governing body of Dexter Township.

(ii). The Agreement is approved and entered into by the governing body of Scio Township.

(iii). The Agreement is approved and entered into by the governing body of Webster Township.

- (iv). The Agreement is approved and entered into by the governing body of the Village.
- (v). The Agreement is approved by the Governor under Section 10 of the Act.
- (vi). The Agreement is filed with the county clerk of Washtenaw County, Michigan.
- (vii). The Agreement is filed with the Secretary of State of the State.
- (j). "Fire Board" means the governing body of the Department described in Section 4.01 of this Agreement.
- (k). "Fire Chief" means the chief executive officer of the Department selected under Section 4.12 of this Agreement.
- (l). "Fiscal Year" means the fiscal year of the Department, which shall begin on April 1 of each calendar year and end on March 31 of the following calendar year.
- (m). "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.
- (n). "Largest Party" means the Party with the largest financial contribution obligation to the Department as determined annually under Section 7.08 of this Agreement.
- (o). "Party" means a township or village that has approved this Agreement and that has not withdrawn from this Agreement.
- (p). "Person" means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.
- (q). "Public Agency" means that term as defined under Section 2(e) of the Act.
- (r). "Related Emergency Health and Safety Services" means health and other medically-related services rendered in conjunction with the provision of Emergency Services.
- (s). "Representative" means an individual serving on the Fire Board appointed by a Party.
- (t). "Service Area" means the geographic territory of all of the Parties as detailed in Exhibit A to this Agreement, and any additional geographic areas inside and outside of the Parties' geographic territory to which the Department may provide Emergency Services under a contract with a Public Agency.
- (u). "Scio Township" means the Township of Scio, Washtenaw County, Michigan, a Michigan general law township.
- (v). "SEV" means state equalized value of all real and personal property as reported to the State Tax Commission and the Washtenaw County Equalization Department on the most

recent Form L-4022, and includes any corrections to the Form L-4022 by each Party's assessing officer made upon closure of the March Board of Review.

(w). "State" means the State of Michigan.

(x). "Transfer Date" means the date 180 days after the Effective Date.

(y). "Webster Township" means the Township of Webster, Washtenaw County Michigan, a Michigan general law township.

(z). "Village" means the Village of Dexter, Washtenaw County, Michigan, a Michigan general law village.

**Section 1.02. Captions and Headings.** The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

**Section 1.03. Plural Terms.** A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

**ARTICLE II**

**PURPOSE**

**Section 2.01. Purpose.** The purpose of this Agreement is to create and empower the Department to exercise the common powers, privileges, and authority of each of the Parties to provide efficient and effective Emergency Services and Related Emergency Health and Safety Services consistent with this Agreement.

## ARTICLE III

**CREATION OF  
MID-WASHTENAW FIRE DEPARTMENT**

**Section 3.01. Creation and Legal Status of Department.** The Mid-Washtenaw Fire Department is established as a separate legal entity for the purpose of administering and executing this Agreement. The Department shall be a public body corporate having the powers granted under this Agreement, the Act, and other applicable law.

**Section 3.02. Principal Office.** The principal office of the Department shall be at a location in the Service Area determined by the Fire Board upon recommendation from the Fire Chief.

**Section 3.03. Title to Department Assets.** All property owned by the Department is owned by the Department as a separate legal entity and public body corporate, and no Party has any ownership interest in Department property.

**Section 3.04. Tax-Exempt Status.** The Parties intend the activities of the Department to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Department to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, 2007 PA 36, MCL 208.1101 to 208.1601, income tax under the Income Tax Act of 1967, 1967 PA 281, MCL 206.1 to 206.713, and property tax under The General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, and any successor State tax laws.

**Section 3.05. Compliance with Law.** The Department shall comply with all federal and State laws, rules, and regulations applicable to the Department.

**Section 3.06. Relationship of the Parties.** The Parties agree that no Party shall be responsible for the acts of the Department or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

**Section 3.07. No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

**Section 3.08. Legal Settlements.** The Department shall not be liable for any settlement of any proceeding made without its consent and the Department shall not unreasonably withhold consent.

**Section 3.09. Nonprofit Status.** As a governmental instrumentality within this State, the Department may not be operated for profit. No part of any earnings of the Department may inure to the benefit of a Person other than the Parties. It is the intent of the Parties that the Department maintain its nonprofit status.

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## ARTICLE IV

### **FIRE BOARD AND FIRE CHIEF**

**Section 4.01. Fire Board.** The governing body of the Department shall be a board known as the "Fire Board of the Mid-Washtenaw Fire Department" or "Fire Board". Except as otherwise provided in this Agreement, the powers of the Department shall be exercised by the Fire Board. The Fire Board shall have the responsibility, authority, and right to manage and direct on behalf of the public the functions and services performed or exercised under this Agreement.

**Section 4.02. Composition.** The Fire Board shall be composed of voting representatives for each Party appointed as provided in this Article. In addition, the Fire Chief or his/her designee shall be an ex officio, non-voting member of the Fire Board. The governing body of each Party other than the Largest Party shall appoint 2 individuals to the Fire Board to serve as a Representative, 1 of whom shall be an elected official of the Party. The Largest Party shall appoint 3 individuals as to the Fire Board to serve as a Representative, 1 of whom shall be an elected official of the Party. The initial appointments shall be made within 60 days after the Effective Date. For the initial appointments, the governing body of each Party shall appoint 1 individual for a term of 2 years and 1 individual for a term of 4 years, and the Largest Party shall appoint a third individual for a term of 1 year. After the initial appointments, individuals shall be appointed to the Fire Board as Representatives for a term of 4 years, except for the third individual appointed by the Largest Party, who shall be appointed for a term of 1 year. A Representative shall continue to serve until a successor is appointed and qualified. The governing body of each Party shall appoint a successor within 30 days after the expiration of each Representative's term.

**Section 4.03. Representative Qualifications.** Each Representative shall be a qualified elector residing within the territorial boundaries of the Party appointing the Representative. A Representative shall not be an employee of an Emergency Services entity of any Party at the time the duties of the entity are transferred to or assumed by the Department. A Representative shall not be an employee of the Department.

**Section 4.04. Vacancies.** In the event of a vacancy in a position of Representative on the Fire Board, the governing body of the Party appointing the Representative shall fill the vacancy in the same manner as the original appointment for the balance of the unexpired term.

**Section 4.05. Removal.** A Representative may be removed from the Fire Board without cause at any time by action of the governing body of the Party appointing the Representative.

**Section 4.06. Officers.** The Fire Board shall elect from among the serving Representatives a Chairperson, a Vice Chairperson, and a Secretary to serve as officers of the Fire Board. The Fire Board also may elect a Treasurer as an additional officer of the Fire Board. The term of an officer of the Fire Board shall be 1 year, or until a successor is elected. The Chairperson of the Fire Board shall be the presiding officer at all meetings of the Fire Board. The Secretary or designee of the Secretary shall be the official custodian of the records of Board.

The officers of the Fire Board shall perform duties as specified in this Agreement and as otherwise determined by the Fire Board. Employees of the Department shall assist the officers of the Fire Board in the performance of their duties. If a vacancy arises in an officer position, the Fire Board shall fill the vacancy for the remainder of the unexpired term.

**Section 4.07 Temporary Absences.** In the event of the temporary absence or disability of any officer not constituting a vacancy in office, the Fire Board may appoint another Representative to temporarily assume the duties of the officer position. But, in the event of the temporary absence or disability of the Chairperson, the Vice-Chairperson shall serve as the acting Chairperson.

**Section 4.08. Meetings.** The Fire Board shall hold its initial annual meeting not less than 60 days after the Effective Date at the time, date, and place determined by the Representative appointed by the Largest Party for a 1-year term. After the initial meeting, the first meeting of the Fire Board in each subsequent Fiscal Year shall be the annual meeting of the Fire Board in each subsequent Fiscal Year. The Fire Board shall hold a regular meeting each month, including the annual meeting, at the time, date, and place determined by the Fire Board. Officers of the Fire Board shall be elected at each annual meeting. The Board also may hold special meetings as deemed necessary by the call of the Chairperson or by any 3 Representatives. Meetings of the Fire Board shall comply with the OMA. Public notice of the time, date, and place of Fire Board meetings shall be given in the manner required by the OMA. Notice of meetings of the Fire Board also shall be posted in the locations for the posting of public notices at the principal office of the Department and at the principal office of each Party. The Secretary shall provide a copy of the approved minutes of all meetings of the Fire Board to the clerk of each Party within 15 days after approval of the minutes.

**Section 4.09. Quorum and Voting.** A majority of the Representatives serving shall constitute a quorum for the transaction of business, except as otherwise provided in this Agreement. When a quorum is present, the Fire Board may act only by a majority vote of the Representatives serving at the time of the vote. Each Representative shall have 1 vote. Representatives shall not engage in proxy voting.

**Section 4.10. Ethics and Conflicts of Interest.** The Fire Board shall adopt ethics policies governing the conduct of Representatives and the officers and employees of the Department. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Representatives and the officers and employees of the Department shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Fire Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

**Section 4.11. Compensation.** The Representatives shall receive compensation for the performance of their duties, if any, as may be included in the approved budget for the Department. A Representative may engage in private or public employment, or in any profession or business. Representatives may be reimbursed by the Department for actual and necessary expenses incurred in the discharge of their official duties, as authorized in the approved budget for the Department and approved by the Fire Board.

**Section 4.12. Fire Chief.** The Fire Board shall appoint a Fire Chief to administer all programs, funds, personnel, facilities, contracts, and all other administrative functions of the Department, subject to oversight by the Fire Board and in compliance with Section 4.13. The Fire Chief shall receive compensation as determined by the Fire Board. All terms and conditions of the Fire Chief's employment, including length of service, shall be specified in a written contract between the Fire Chief and the Fire Board, provided that the Fire Chief shall serve at the pleasure of the Fire Board, and the Fire Board may remove or discharge the Fire Chief by a vote of not less than the majority of the Representatives serving on the Fire Board. The Fire Chief shall report to the Fire Board at meetings of the Fire Board and to the Chairperson of the Fire Board between meetings of the Fire Board.

**Section 4.13. Fiduciary Duty.** The Representatives and the Fire Chief are under a fiduciary duty to conduct business in the best interests of the Department, including the safekeeping and use of all Department monies and assets for the benefit of the Department. The Representatives and the Fire Chief shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

**Section 4.14. Oath of Office.** The Representatives and the Fire Chief, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office under Section 1 of Article XI of the State Constitution of 1963. The oath of office shall be filed with the Secretary.

## ARTICLE V

**POWERS OF THE DEPARTMENT**

**Section 5.01. Common and Shared Powers.** The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Department. In carrying out its purposes, the Department may perform, or perform with any Person, as applicable, any power, privilege, or authority relating to Emergency Services or Related Emergency Health and Safety Services that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to, all of the following:

- (a). Establishing, maintaining, organizing, or regulating a fire department.
- (b). Preventing and extinguishing fires.
- (c). Purchasing and providing suitable vehicles and equipment for the extinguishment of fires.
- (d). Erecting and maintaining buildings for the keeping of vehicles and equipment.
- (e). Employing fire fighters, fire safety inspectors, and other personnel.
- (f). Operating or furnishing ambulance and inhalator services, including, but not limited to, emergency medical services and rescue and ambulance services.
- (g). Adopting rules or regulations governing the internal administration and functioning of the Department.
- (h). Enforcing ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.
- (i). Collecting fees for the provision of Emergency Services.
- (j). Investigating Emergency Services requirements, needs, and programs within or without the Service Area of the Department and cooperating with appropriate governmental authorities regarding the investigations.
- (k). Entering into mutual aid or reciprocal aid agreements or compacts.
- (l). Entering into interlocal agreements with other municipalities pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m). Exercising the authority of a township and a village under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to 29.33.

**Section 5.02. Powers Under the Act.** In addition to other powers of the Department, the Department shall, consistent with Section 7 of the Act, have the power to do all of the following:

- (a). Make or enter into contracts.
- (b). Employ agencies or employees.
- (c). Acquire, construct, manage, maintain, or operate buildings, works, or improvements.
- (d). Acquire, hold, or dispose of property.
- (e). Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under the Act.
- (g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Department.
- (h). Form other entities necessary to further the purposes of this Agreement.
- (i). Sue and be sued in the name of the Department.

**Section 5.03. Additional Powers Under the Act.** The Department also shall have the power, consistent with Section 5 of the Act, to do all of the following:

- (a). Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- (b). Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (c). Determine the manner in which purchases shall be made and contracts entered into by the Department.
- (d). Acquire, own, hold, operate, maintain, lease, or sell real or personal property.
- (e). Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Department may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Department shall become the property of the Department upon acceptance, except as otherwise agreed by the Department and the grantor. The Department may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

(f). Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.

(g). Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against the liabilities.

(h). Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Parties.

(i). Engage auditors to perform independent audits of the financial statements of the Department.

(j). Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests consistent with an investment policy adopted by the Fire Board.

**Section 5.04. Ordinances.** To the extent permitted under state law, the Fire Board may adopt ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances within the Service Area. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.

**Section 5.05. Service Fees.** To the extent permitted under state law, the Fire Board may adopt an ordinance authorizing the imposition and collection of fees for the provision of Emergency Services. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances authorizing the imposition and collection of fees for the provision of Emergency Services.

**Section 5.06. Contracts with Public Agencies.** The Department may enter into a contract for Emergency Services to be provided by the Department to any other Public Agency. The fees and charges for services provided in the contract shall not be required to be the same as the fees and charges incurred by a Party for comparable services under this Agreement. Charges and fees specified in a contract shall be subject to increase by the Department, as necessary, in order to provide funds to meet the obligations of the Department. The Department also may enter into a contract for Emergency Services to be provided to the Department by any other Public Agency.

**Section 5.07. Tax Limitation.** The Department shall not levy any type of tax within the boundaries of any Party. Nothing in this Agreement, however, prevents the Parties from levying taxes and assigning the revenue from the taxes to the Department, as agreed by the Parties and to the extent provided by law.

**Section 5.08. Limitation on Binding Parties.** The Department shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party.

**Section 5.09. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity or exemption provided under the Act or other law.

## ARTICLE VI

**MANNER AND METHOD FOR EXERCISE OF COMMON POWER AND TRANSFER OF FUNCTIONS AND SERVICES**

**Section 6.01. Joint Exercise of Power and Transfer of Functions or Services.** The joint exercise of power authorized under this Agreement is effective on the Effective Date. The actual transfer of functions and services under this Agreement is effective on the Transfer Date.

**Section 6.02. Financial Support by Parties.** Consistent with this Agreement, each Party shall raise the necessary monies to fund the Department and activities under this Agreement in the manner each Party determines, in accordance with all laws and regulations applicable to each Party. The sources of revenue authorized by law for financing the Department specified in this Agreement are non-exclusive and the Department shall not be precluded from pursuing other sources of revenue to finance the Department. Authorization for the Department to generate revenue under this Agreement shall not be construed to preclude a Party from generating revenue as authorized by law to finance the Party's financial contribution to the Department required under this Agreement.

**Section 6.03. Dexter Area Fire Department.** The DAFD Participants, individually, jointly, or through the DAFD, will take all action necessary to facilitate the implementation of this Agreement and the transfer of assets, liabilities, obligations, and employees under this Agreement. With the consent of the Fire Board, the DAFD may transfer assets, liabilities, obligations, and employees under this Agreement. After the Effective Date, the Department may enter into agreements with the DAFD or DAFD Participants as necessary to implement this Agreement.

**Section 6.04. Transfer of Assets.** The assets of the Parties or the DAFD, including, but not limited to, equipment, vehicles, and other personal property related to the provision of Emergency Services, that will be transferred to the Department to support the exercise of common power under this Agreement by the Department are detailed on Exhibit B. Assets detailed on Exhibit B become the property of the Department on the Transfer Date, free and clear of any right, claim, or interest of a Party. The Parties may advance money to the Department to pay for costs associated with the implementation of this Agreement. After the Effective Date, the Fire Board may accept the transfer of other assets to the Department from a Party or the DAFD.

**Section 6.05. Assumption of Liabilities and Obligations.** Except as otherwise explicitly provided in this Agreement, the Department does not assume any liabilities or obligations of a Party or the DAFD relating to the exercise of common powers under this Agreement, other than the liabilities or obligations detailed on Exhibit C. Liabilities and obligations detailed on Exhibit C become the liabilities and obligations of the Department on the Transfer Date. After the Effective Date, the Department may assume a liability or obligation of a Party or the DAFD relating to the exercise of common powers under this Agreement only with the consent of all of the Parties.

**Section 6.06. Employees.** The Department shall function as the employer of the employees of the Department and have the responsibility, authority, and right to manage and direct the employees. The employees of the Parties or the DAFD relating to the exercise of common powers under this Agreement that will be transferred to the Department on the Transfer Date are detailed on Exhibit D to this Agreement. Employees detailed on Exhibit D become employees of the Department on the Transfer Date. Fire fighters employed by the Department shall comply with the Fire Fighters Training Council Act of 1966, 1966 PA 291, MCL 29.361 to 29.377.

**Section 6.07. Real Property.** Real property, including, but not limited to, fire buildings and fixtures, owned on the Effective Date by a Party or constructed after the Effective Date by a Party shall remain the real property of the Party. For real property owned by a Party and used by the Department in the exercise of common powers under this Agreement, the Department shall enter into a lease agreement with the Party to assist the Party in recouping costs associated with the operation, maintenance, and repair of the real property, including, but not limited to, electricity, water, heating, ventilation, air conditioning, insurance, roofing, eave troughs, garage doors and openers, sidewalks, gardens, and driveways. Costs recouped shall be adjusted based upon the Department's percentage of usage of the real property. For real property of a Party to be used by the Department beginning on the Transfer Date, a lease agreement shall be completed within 90 days of the Effective Date. After the Transfer Date, if a Party desires a new Fire Station that is consistent with the Master Services Response Plan described in Section 6.08, the Party shall construct the Fire Station at the Party's expense, the Fire Station shall remain the property of the Party, and the Department may enter into a lease agreement with the Party for the use of the Fire Station.

**Section 6.08. Master Service Response Plan.** Within 3 years of the Effective Date, the Department shall develop a Master Service Response Plan. The Plan should outline future needs and should be updated every year. Existing facilities shall be the basis of the formulation of the Plan.

**Section 6.09. Acts and Omissions.** Except as otherwise explicitly provided in this Agreement, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with a Party and not be transferred, assigned, or assumed by the Department. The Department shall only be liable for its own acts or omissions that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Department.

## ARTICLE VII

**BOOKS, RECORDS, AND FINANCES**

**Section 7.01. Department Records.** The Department shall keep and maintain at the principal office of the Department all documents and records of the Department. The records of the Department, which shall be available to the Parties, shall include a copy of this Agreement and any amendments to the Agreement. The records and documents shall be maintained until termination of this Agreement and shall be transmitted to any successor entity.

**Section 7.02. Freedom of Information Act.** The Department shall be subject to and comply with the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

**Section 7.03. Uniform Budgeting and Accounting Act.** The Department shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a. Unless otherwise designated by the Fire Board, the Fire Chief shall serve as the Chief Administrative Officer of the Department. The Fire Board shall approve all budgets and budget amendments for the Department for each Fiscal Year.

**Section 7.04. Annual Budget.** Each Fiscal Year, the Fire Board shall prepare a proposed operating and capital budget reflecting the projected revenues and projected expenditures of the Department for the next Fiscal Year. The Fire Board also may develop a rolling 5-year budget to assist in planning. The Fire Board shall adopt a proposed annual budget for the next Fiscal Year by a majority vote of the Fire Board in a manner to assure submission of the proposed budget to each Party not later than February 1 of each year. The Secretary shall be responsible for submission of the tentative budget to each Party. Any budget increase over the preceding Fiscal Year of more than the CPI plus 3% shall require the approval of a majority of the governing bodies of the Parties. The Board shall give final approval of the annual budget for the next Fiscal Year no later than March 31 of each year. As used in this paragraph, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Ann Arbor-Flint Combined Metropolitan Statistical Area as reported by the Bureau of Labor Statistics of the United States Department of Labor.

**Section 7.05. Deposits and Investments.** The Department shall deposit and invest money of the Department, not otherwise employed in carrying out the purposes of the Department, in accordance with an investment policy established by the Fire Board consistent with laws and regulations regarding investment of public funds.

**Section 7.06. Disbursements.** Disbursements of money by the Department shall be in accordance with the annual budget adopted by the Fire Board, consistent with any guidelines recommended by the Fire Chief and approved by the Fire Board, and also shall be in accordance with applicable law. All checks or other forms of withdrawal on any account of the Department shall be signed by two individuals authorized by the Fire Board.

**Section 7.07. Financial Statements and Reports.** The Department shall prepare, or cause to be prepared, at its own expense, annual audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance). The

financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, made available to each of the Parties, and posted on a publicly accessible internet website.

**Section 7.08. Annual Financial Contributions.** The Fire Board shall determine annually the amount of each Party's financial contribution to support the approved Department budget for the ensuing Fiscal Year using a cost-weighted formula based on population, SEV, and historical usage factors, as follows:

- a. **Population:** 30% of each Party's financial contribution shall be allocated among the Parties based on the population of each Party's portion of the Service Area in proportion to the total population of all of the total Service Area of the Department, according to the most recent United States Census Bureau Report, as updated bi-annually by the Southeast Michigan Council of Governments.
- b. **SEV:** 30% of each Party's financial contribution shall be allocated among the Parties based on the SEV of each Party's portion of the Service Area in proportion to the total SEV of all total Service Area of the Department. Property in a village shall not be included in the SEV of a township for purposes of this paragraph.
- c. **Historical Usage:** 40% of each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed three calendar years of report data. However, the actual number of Department Runs for Scio Township in the 3 preceding years shall be increased by 25% to account for the difference in the service level between Scio Township Fire Department (Level 2) and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the Effective Date.

In applying the cost-weighted formula under this section, the sum of the calculations for population, SEV, and historical usage must equal 100% and the overall percentage cost allocations for each of the Parties must together equal 100%. An example of an application of the cost-weighted formula is attached as Exhibit E.

**Section 7.09. Payment of Financial Contribution.** Each Party shall pay to the Department not less than 1/12th of its total financial contribution calculated under Section 7.08 for each Fiscal Year on the first day of each month of the Fiscal Year.

## ARTICLE VIII

### TERM AND TERMINATION

**Section 8.01. Term.** This Agreement and the Department shall commence on the Effective Date and continue for an initial term of 15 years. After the initial term, the Agreement is extended in 10-year increments unless not extended by joint action of all of the Parties.

**Section 8.02. Withdrawal.** Any Party may withdraw from this Agreement by notifying each of the other Parties in writing at least 12 months before the beginning of a Fiscal Year. A withdrawal becomes effective at the end of the Fiscal Year following the Fiscal Year in which notice was provided. A Party that withdraws from this Agreement shall remain liable for its portion of the debts and liabilities of the Department incurred while a Party to this Agreement based on the cost-weighted formula under Section 7.08 of this Agreement, for the Party's last Fiscal Year as a Party. Property of the Department in the possession of a withdrawing Party or in the possession of personnel who will no longer remain with the Department after the withdrawal of the Party shall be returned to the Department before the withdrawal becomes effective. A withdrawing Party shall not be entitled to the return of, or any credit for, any property or money transferred or paid to the Department by the withdrawing Party.

**Section 8.03. Effect of Withdrawal.** The withdrawal of a Party shall neither terminate nor have any effect upon the provisions of the Agreement as long as not less than 2 Parties remain as Parties to this Agreement.

**Section 8.04. Expulsion.** If a Party fails to comply with this Agreement or the policies of the Department, the Party may be expelled from the Department by resolution approved by at least 2/3 of the Representatives on the Fire Board. Before adopting an expulsion resolution, the Fire Board first shall notify a Party of its potential expulsion, state the reasons for the potential expulsion, and request compliance by the Party with the Party's obligations under this Agreement. An expulsion resolution shall include an effective date for the expulsion. An expelled Party is obligated to pay contributions accrued as of the effective date of the expulsion.

**Section. 8.05. Termination.** This Agreement may be terminated by a concurrent resolution adopted by the governing bodies of a majority of the participating Parties. Before termination is effective, all outstanding indebtedness of the Department shall be paid. This Agreement shall not be terminated if the termination could operate as an impairment of any of the Department's contracts. This Agreement may be terminated when the outstanding indebtedness of the Department exceeds the value of the assets of the Department if the net indebtedness of the Department is assumed and paid by the participating Parties, with the amount payable by each participating Party determined using the cost-weighted formula for financial contributions for the Fiscal Year under Section 7.08 of this Agreement.

**Section 8.06. Disposition upon Termination.** As soon as possible after termination of this Agreement, the Department shall wind up its affairs as follows:

- (a). All of the Department's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Department and distribution of its assets shall be paid first.
- (b). Title to all property owned by the Department then shall be distributed by the Fire Board to the Parties, with the property distributed proportionately to the Parties using the cost-weighted formula for financial contributions for the final Fiscal Year under Section 7.08 of this Agreement.

## ARTICLE IX

MISCELLANEOUS

**Section 9.01. Due Execution of this Agreement.** Each Party shall duly execute not less than 7 copies of this Agreement, each of which, taken together, is an original but all of which constitute 1 instrument.

**Section 9.02. Public Purpose and Governmental Function.** The powers, duties, rights, obligations, functions, and responsibilities of the Department constitute essential public purposes and governmental functions.

**Section 9.03. Non-impairment.** Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of a Party.

**Section 9.04. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All written notices shall be sent to each Party's signatory to this Agreement, or his or her successor. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United States Postal Service. A notice of withdrawal shall be sent via certified mail to the address included with each Party's signature to this Agreement.

**Section 9.05. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 9.06. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances and to the remaining Parties is not affected but will be enforced to the extent permitted by law, it being the intent of the remaining Parties to continue to agree to the substantive provisions of this Agreement and to implement the Agreement.

**Section 9.07. Governing Law.** This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under State law without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**Section 9.08. Resolution of Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their

mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If the Parties do not reach a solution within 90 days, then, upon notice by a Party to the other Parties, all disputes, claims, questions, or differences shall, upon mutual agreement of the Parties, be finally settled by arbitration administered by the American Arbitration Association in accordance with the Association's policies and procedures. Any arbitration award shall be final and may be enforced by an order of the Washtenaw County Circuit Court. Each Party shall pay its proportionate share of the costs of arbitration and all of their respective legal and professional fees, regardless of outcome. Arbitration under this clause is optional. Disputes not submitted to arbitration or otherwise resolved by the Parties shall be submitted to the courts of the State in Washtenaw County.

**Section 9.09. Amendment.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in the Act by the governing bodies of the Parties and by the Governor prior to becoming effective. Any amendment to allow the participation in the Department by another Public Agency as a Party will be completed in a manner consistent with the Act.

**Section 9.10. Effective Date.** This Agreement is effective on the Effective Date.

This Agreement is executed by the Parties on the dates indicated below.

**DEXTER TOWNSHIP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Pat Kelly,  
Township Supervisor

Address: 6880 Dexter-Pinckney Rd.  
Dexter, MI 48130

**VILLAGE OF DEXTER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shawn W. Keough,  
Village Council President

Address: 8140 Main St.  
Dexter, MI 48130

**SCIO TOWNSHIP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

E. Spaulding Clark,  
Township Supervisor

Address: 827 N. Zeeb Rd.  
Ann Arbor, MI 48103

**WEBSTER TOWNSHIP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

John Kingsley,  
Township Supervisor

Address: 5665 Webster Church Rd.  
Dexter, MI 48130

Pursuant to Section 10 of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.510, I find that this agreement meets the conditions set forth in the Urban Cooperation Act of 1967, is in proper form, and is compatible with the laws of the State of Michigan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**RICHARD D. SNYDER**  
Governor

**EXHIBIT A**

**DEPARTMENT SERVICE AREA**

1. **Village of Dexter** – the entire geographic area of the Village of Dexter.
  
2. **Dexter Township** – the entire geographic area of the Township of Dexter, excluding Sections 31 and 32 (see attached map) and property within the geographic area of the Village of Dexter.
  
3. **Scio Township** – the entire geographic area of the Township of Scio.
  
4. **Webster Township** – the entire geographic area of the Township of Webster, excluding property within the geographic area of the Village of Dexter.

**EXHIBIT B**

**ASSETS  
TRANSFERRED TO DEPARTMENT ON EFFECTIVE DATE**

Asset Description

Type of Asset

Transferred by

D  
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A  
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M

**EXHIBIT C**

**LIABILITIES AND OBLIGATIONS  
ASSUMED BY DEPARTMENT ON EFFECTIVE DATE**

Liability/Obligation Description

Type

Transferred by

**EXHIBIT D**

**TRANSFERRED EMPLOYEES**

Employee Name

Title

Pre-Transfer Employer

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**EXHIBIT E**  
**EXAMPLE OF PROPOSED COST-WEIGHTED FORMULA**

Unit	Population	% Total Pop.
Dexter Twp	6,042	18.36%
Dexter Village	4,067	12.36%
Scio Twp	16,470	50.05%
Webster Twp	6,328	19.23%
<b>Total</b>	<b>32,907</b>	<b>100.00%</b>

2010 Census

Unit	SEV	% Total SEV
Dexter Twp	\$342,092,600	14.57%
Dexter Village	\$205,837,200	8.76%
Scio Twp	\$1,372,951,400	58.46%
Webster Twp	\$427,843,600	18.22%
<b>Total</b>	<b>\$2,348,724,800</b>	<b>100.00%</b>

Washtenaw County Report, 2011

Unit	Usage*	% Total Usage
Dexter Twp	866	14.93%
Dexter Village	838	14.45%
Scio Twp	3,251	56.06%
Webster Twp	844	14.55%
<b>Total</b>	<b>5,799</b>	<b>100.00%</b>

\* - Usage shall be the total of the prior three years Department Runs for the Party's Service Area except that Scio Township's Usage was increased by 25% for the calendar years prior to the Effective Date

Actual data from 2008, 2009 and 2010

Weight per factor

Unit	30%	30%	40%	Total
Dexter Twp	5.51%	4.37%	5.97%	15.85%
Dexter Village	3.71%	2.63%	5.78%	12.12%
Scio Twp	15.02%	17.54%	22.43%	54.98%
Webster Twp	5.77%	5.46%	5.82%	17.06%
<b>Total</b>	<b>30.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>100.00%</b>

Sample Budget **\$2,000,000**

Unit	Sample Budget Allocation
Dexter Twp	\$317,019
Dexter Village	\$242,338
Scio Twp	\$1,099,538
Webster Twp	\$341,105
<b>Total</b>	<b>\$2,000,000</b>

( 15.85% of comb. Sample Budget)  
( 12.12% of comb. Sample Budget)  
( 54.98% of comb. Sample Budget)  
( 17.06% of comb. Sample Budget)

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**SUMMARY OF BILLS AND PAYROLL** **12-Dec-11**

Payroll Check Register	11/30/11	\$35,679.80	Bi-weekly payroll processing
Account Payable Check Register	12/12/11	\$583,159.68	
		<b>\$618,839.48</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>
Summary Items from Bills & Payroll		Amount	Comments


**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS**  
**DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

Exceptions:

An amendment to Buildings and Grounds will be necessary to cover property taxes for 8077 and 8087 Forest


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


VENDOR APPROVAL SUMMARY REPORT

Date: 12/07/2011

Time: 1:37pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	WWTP	109.00	0.00
AMERICAN PUBLIC WORKS ASSOC	APWA	MEMBERSHIP	149.00	0.00
ARBOR SPRINGS WATER CO. INC	ARBOR SPRI	OFFICE	5.75	0.00
BEVERLY ROCKEFELLER	B ROCKEFEL	DAMAGE DUE TO WATER SERVICE	1,042.50	0.00
BLUE STAR INC	BLUE STAR	8087 FOREST	22,350.00	0.00
BRICCO EXCAVATING CO, LLC	BRICCO	WATER MAIN UPGRADES	332,354.55	0.00
CARLSON COMMUNICATION	CARLSON	WWTP	209.00	0.00
CEDRONI ASSOCIATES INC	CEDRONI	MILL CREEK PARK PHASE#1	147,464.66	0.00
CMR MECHANICAL	CMR	LABOR	146.00	0.00
COMCAST	COMCAST	WWTP	65.28	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	FUEL	1,741.16	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	WWTP	65.20	0.00
DAN DAPPRICH	DAPPRICH	RTC TIME CLOCK BAKER RD	450.00	0.00
DEXTER MILL	DEX MILL	CLOTHING	116.98	0.00
DOWNTOWN DECORATIONS	DOWNTOWN D	STREETLIGHT GARLAND	3,978.64	0.00
DTE ENERGY	DET EDISON	10/03-11/1	2,713.19	0.00
GRAINGER	GRAING	SUPPLIES	44.02	0.00
GRIFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN	144.00	0.00
GRISSOM JANITORIAL	GRISSOM	NOV SERVICE	320.00	0.00
HACKNEY HARDWARE	HACKNEY	NOVEMBER INVOICES	1,119.51	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	54.00	0.00
KEVIN ERNST	KEVIN ERNS	COMMUNITY GARDEN	82.50	0.00
KNIGHT'S GRADING & EXCAVATING	KG&E	THIRD ST	4,000.00	0.00
MICHIGAN RECREATIONAL CONSTR	MICHIGAN R	ICE RINK	1,600.00	0.00
MISS DIG SYSTEM, INC.	MISS DIG	MEMBERSHIP	195.60	0.00
MUNICIPAL CODE CORPORATION	MUNI CODE	ORDS. ON WEB N.O.W. SERVICES	125.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	NOV INVOICES	582.00	0.00
PNC	CREDIT CAR	4690830013052672	372.76	0.00
ROMINE CONSTRUCTION L.L.C.	ROMINE	JAKE'S PLACE	3,725.00	0.00
S.F. STRONG	SF STRONG	WWTP	137.67	0.00
SCIO TOWNSHIP	SCIO	8087 FOREST TAXES	3,704.61	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	SUPPLIES	13.50	0.00
TETRA TECH	TETRA TECH	AS NEEDED SERVICES	4,842.60	0.00
THOMAS J RYAN P.C	T RYAN P.C	LEGAL FEES	2,860.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	WWTP	856.33	0.00
URS CORPORATION	URS CORP	DEXTER SPUR TRAIL CONNECTION	5,580.39	0.00
US BANK CORPORATE TRUST	US	GO BONDS FEES	225.00	0.00
USA BLUE BOOK	USA BLUE B	WATER LOCATOR	814.28	0.00
VERDIN COMPANY	VERDIN	CLOCK TOWER SERVCIE AGREEMENT	475.00	0.00
VOGEL'S LOCK & SAFE REPAIRS, I	VOGEL	POLICE STATION	103.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFO DEC	37,648.75	0.00
WASTE MANAGEMENT OF MICHIGAN	WASTE MGT	ROLL-OFF	493.25	0.00
BRUCE WHITLEY	WHITLEY/BR	REIMBURSEMENT	80.00	0.00
Grand Total:			583,159.68	0.00

INVOICE APPROVAL LIST BY FUND

Date: 12/07/2011  
 Time: 1:39pm  
 Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-802.000	Profession	SCIO TOWNSHIP FIRE CONSOLIDATION STUDY	0	2030	12/05/2011	102.50
						-----
Total Village Council						102.50
Dept: Attorney						
101-210.000-810.000	Attorney F	THOMAS J RYAN P.C LEGAL FEES	0		12/05/2011	2,860.00
						-----
Total Attorney						2,860.00
Dept: Village Clerk						
101-215.000-815.000	Ordinance	MUNICIPAL CODE CORPORATION ORDS. ON REB N.O.W. SERVICES	0	00212344	12/05/2011	125.00
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	456709	12/05/2011	54.00
						-----
Total Village Clerk						179.00
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE SUPPLIES	0	8020324679	12/05/2011	13.50
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC OFFICE	0	1307078	12/05/2011	5.75
101-265.000-727.000	Office Sup	HACKNEY HARDWARE NOVEMBER INVOICES	0		12/05/2011	41.53
101-265.000-843.000	Property T	SCIO TOWNSHIP 8140 MAIN ST TAXES	0	15480	12/05/2011	1,243.29
101-265.000-843.000	Property T	SCIO TOWNSHIP 8077 FOREST TAXES	0	15657	12/05/2011	1,058.48
101-265.000-843.000	Property T	SCIO TOWNSHIP 8087 FOREST TAXES	0	15658	12/05/2011	1,300.34
101-265.000-935.000	Bldg Maint	ROMINE CONSTRUCTION L.L.C. JAKE'S PLACE	0		12/05/2011	3,250.00
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL NOV SERVICE	0	178	12/05/2011	320.00
101-265.000-962.000	Community	KEVIN ERNST COMMUNITY GARDEN	0		12/06/2011	82.50
						-----
Total Buildings & Grounds						7,315.39
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFO DEC	0	20579	12/05/2011	37,648.75
101-301.000-920.000	Utilities	DTE ENERGY 10/03-11/1	0		12/05/2011	373.20
101-301.000-935.000	Bldg Maint	VOGEL'S LOCK & SAFE REPAIRS, I POLICE STATION	0		12/05/2011	103.00
						-----
Total Law Enforcement						38,124.95
Dept: Fire Department						
101-336.000-920.000	Utilities	DTE ENERGY 10/03-11/1	0		12/05/2011	466.50
101-336.000-935.000	Bldg Maint	CMR MECHANICAL LABOR	0	7489	12/06/2011	146.00
101-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN	0	888813	12/05/2011	144.00
						-----
Total Fire Department						756.50
Dept: Department of Public Works						
101-441.000-740.000	Operating	HACKNEY HARDWARE NOVEMBER INVOICES	0		12/05/2011	173.76
101-441.000-745.000	Uniform Al	DEXTER MILL CLOTHING	0		12/05/2011	116.98
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY DPW	0	5600939	12/05/2011	470.26
101-441.000-920.000	Utilities	DTE ENERGY 10/03-11/1	0		12/05/2011	93.30
101-441.000-955.000	Miscellaneous	BRUCE WHITLEY REIMBURSEMENT	0		12/05/2011	80.00
101-441.000-958.000	Membership	AMERICAN PUBLIC WORKS ASSOC MEMBERSHIP	0	6939568	12/05/2011	149.00
						-----
Total Department of Public Works						1,083.30

Dept: Downtown Public Works

INVOICE APPROVAL LIST BY FUND

Date: 12/07/2011  
 Time: 1:39pm  
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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: General Fund								
Dept: Downtown Public Works								
		101-442.000-744.000	Holiday Di	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	98.98
		101-442.000-744.000	Holiday Di	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	11.98
		101-442.000-744.000	Holiday Di	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	118.99
		101-442.000-744.000	Holiday Di	DOWNTOWN DECORATIONS STREETLIGHT GARLAND	0	16270	12/05/2011	3,978.64
		101-442.000-802.000	Profession	VERDIN COMPANY CLOCK TOWER SERVICIE AGREEMENT	0	MIDE080	12/05/2011	475.00
Total Downtown Public Works								4,683.59
Dept: Solid Waste								
		101-528.000-806.000	Contracted	WASTE MANAGEMENT OF MICHIGAN ROLL-OFF	0	7175634-1389-6	12/07/2011	493.25
Total Solid Waste								493.25
Dept: Parks & Recreation								
		101-751.000-732.000	Ice Rink S	MICHIGAN RECREATIONAL CONSTR ICE RINK	0	211364A	12/06/2011	1,600.00
		101-751.000-732.000	Ice Rink S	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	23.99
		101-751.000-732.000	Ice Rink S	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	65.97
		101-751.000-937.000	Equip Main	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	84.99
Total Parks & Recreation								1,774.95
Dept: Long-Term Debt								
		101-850.000-992.000	Bond Fees	US BANK CORPORATE TRUST GO BONDS FEES	0	3001689	12/05/2011	225.00
Total Long-Term Debt								225.00
Dept: Capital Improvements								
		101-901.000-970.000	Capital Im	URS CORPORATION DEXTER SPUR TRAIL CONNECTION (	0	4881510	12/05/2011	5,580.39
		101-901.000-975.011	Property A	BLUE STAR INC 8077 FOREST	0	12241	12/05/2011	8,900.00
		101-901.000-975.011	Property A	BLUE STAR INC 8087 FOREST	0	12242	12/05/2011	13,450.00
Total Capital Improvements								27,930.39
Fund Total								85,528.82
Fund: Major Streets Fund								
Dept: Storm Water								
		202-445.000-803.000	Contracted	BRICCO EXCAVATING CO, LLC WATER MAIN UPGRADES	0	12/05/11	12/05/2011	3,370.60
Total Storm Water								3,370.60
Dept: Traffic Services								
		202-474.000-802.000	Profession	DAN DAPPRICH RTC TIME CLOCK BAKER RD	0	2011-1	12/05/2011	450.00
Total Traffic Services								450.00
Fund Total								3,820.60
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
		402-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY NOV INVOICES	0	12/05/11	12/05/2011	263.22
Total Department of Public Works								263.22
Fund Total								263.22
Fund: DWRP Project Fund								
Dept: Water Project Phase 2								

INVOICE APPROVAL LIST BY FUND

Date: 12/07/2011  
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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: DWRP Project Fund</b>						
Dept: Water Project Phase 2						
404-901.002-970.000	Capital Im	BRICCO EXCAVATING CO, LLC WATER MAIN UPGRADES	0	12/05/11	12/05/2011	328,983.95
						-----
					Total Water Project Phase 2	328,983.95
					Fund Total	328,983.95
<b>Fund: Mill Creek Park Project Fund</b>						
Dept: Capital Improvements						
405-901.000-974.000	CIP Capita	CEDRONI ASSOCIATES INC MILL CREEK PARK PHASE#1	0	12/06/11	12/06/2011	147,464.66
						-----
					Total Capital Improvements	147,464.66
					Fund Total	147,464.66
<b>Fund: Sewer Enterprise Fund</b>						
Dept: Administration						
590-248.000-803.000	Contracted	TETRA TECH	0	50506443	12/07/2011	591.20
590-248.000-803.000	Contracted	TETRA TECH	0	50514567	12/07/2011	722.88
590-248.000-803.000	Contracted	TETRA TECH AS NEEDED SERVICES	0	50497214	12/07/2011	368.40
						-----
					Total Administration	1,682.48
Dept: Sewer Utilities Department						
590-548.000-740.000	Operating	S.F. STRONG WWTP	0	460069	12/05/2011	137.67
590-548.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY NOV INVOICES	0	12/05/11	12/05/2011	3.39
590-548.000-740.000	Operating	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	87.35
590-548.000-740.000	Operating	CARLSON COMMUNICATION WWTP	0	6592	12/05/2011	104.50
590-548.000-743.000	Chem Lab	CULLIGAN WATER CONDITIONING WWTP	0	12/05/11	12/05/2011	65.20
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY DPW	0	5600939	12/05/2011	854.54
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC WWTP	0	530338320	12/05/2011	856.33
590-548.000-802.000	Profession	MISS DIG SYSTEM, INC. MEMBERSHIP	0	20120097	12/05/2011	195.60
590-548.000-802.000	Profession	ABSOLUTE COMPUTER SERVICES WWTP	0	2846	12/05/2011	54.50
590-548.000-803.003	Sludge hau	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	51.95
590-548.000-920.000	Utilities	DTE ENERGY 10/03-11/1	0	12/05/11	12/05/2011	24.00
590-548.000-920.000	Utilities	DTE ENERGY 10/03-11/1	0	12/05/11	12/05/2011	1,756.19
590-548.000-920.000	Utilities	COMCAST WWTP	0	12/05/11	12/05/2011	32.64
590-548.000-935.000	Bldg Maint	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	38.99
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY NOV INVOICES	0	12/05/11	12/05/2011	24.68
590-548.000-977.000	Equipment	PARTS PEDDLER AUTO SUPPLY NOV INVOICES	0	12/05/11	12/05/2011	290.71
590-548.000-977.000	Equipment	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	13.94
						-----
					Total Sewer Utilities Department	4,592.18
					Fund Total	6,274.66
<b>Fund: Water Enterprise Fund</b>						
Dept: Water Utilities Department						
591-556.000-740.000	Operating	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	70.33

INVOICE APPROVAL LIST BY FUND

Date: 12/07/2011  
 Time: 1:39pm  
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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: Water Enterprise Fund</b>						
<b>Dept: Water Utilities Department</b>						
591-556.000-740.000	Operating	CARLSON COMMUNICATION WWTP	0	6592	12/05/2011	104.50
591-556.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0	5597985	12/05/2011	135.12
591-556.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0	5597926	12/05/2011	170.78
591-556.000-751.000	Gasoline &	CORRIGAN OIL COMPANY FUEL	0	5597987	12/05/2011	110.46
591-556.000-802.000	Profession	TETRA TECH	0	50506443	12/07/2011	591.20
591-556.000-802.000	Profession	ABSOLUTE COMPUTER SERVICES WWTP	0	2846	12/05/2011	54.50
591-556.000-824.000	Testing &	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	11.97
591-556.000-920.000	Utilities	COMCAST WWTP	0	12/05/11	12/05/2011	32.64
591-556.000-937.000	Equip Main	USA BLUE BOOK WATER LOCATOR	0	503061	12/05/2011	814.28
591-556.000-970.000	Capital Im	PNC 4690830013052672	0	12/05/11	12/05/2011	240.41
591-556.000-970.000	Capital Im	ROMINE CONSTRUCTION L.L.C. RETAINING WALL	0		12/05/2011	475.00
591-556.000-970.000	Capital Im	HACKNEY HARDWARE NOVEMBER INVOICES	0	12/05/11	12/05/2011	224.79
591-556.000-970.000	Capital Im	GRAINGER SUPPLIES	0	9691084744	12/05/2011	44.02
					<b>Total Water Utilities Department</b>	<b>3,080.00</b>
<b>Dept: Contingencies</b>						
591-890.000-955.000	Miscellane	BEVERLY ROCKEFELLER DAMAGE DUE TO WATER SERVICE	0		12/05/2011	1,042.50
					<b>Total Contingencies</b>	<b>1,042.50</b>
<b>Dept: Capital Improvements</b>						
591-901.000-974.000	CIP Capita	TETRA TECH	0	50514567	12/07/2011	481.92
591-901.000-974.000	CIP Capita	TETRA TECH AS NEEDED SERVICES	0	50497214	12/07/2011	2,087.00
591-901.000-974.000	CIP Capita	KNIGHT'S GRADING & EXCAVATING THIRD ST	0	12/05/11	12/05/2011	4,000.00
591-901.000-974.000	CIP Capita	PNC 4690830013052672	0	12/05/11	12/05/2011	132.35
					<b>Total Capital Improvements</b>	<b>6,701.27</b>
					<b>Fund Total</b>	<b>10,823.77</b>
					<b>Grand Total</b>	<b>583,159.68</b>

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092  
 MEMO

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

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: December 6, 2011**  
**Re: Retiree Health Care Funding Resolution**

Provided for your consideration is the resolution regarding funding retiree health care that was discussed at the last Council meeting.

Donna Dettling and I are very supportive of this resolution in its current form. The Village has a unique opportunity to take the burden off of future generations by starting to put away the money necessary to sustain the benefits promised to employees. Passing this resolution makes a strong statement to our residents, employees and rating agencies that the Village is serious about funding all of its long term liabilities. This does not change the fact that we remain committed to continuing to find ways to ensure that employee benefit costs are sustainable in both the short and long term.

At the last meeting Council requested information on surrounding community's OPEB valuations. The figures below are from the Citizen's Guide to Finance documents found on the community's websites. The information is provided in graphical form in the Citizen's Guide so the amounts are estimates.

	Accrued Liability	Assets	Percentage
Manchester	\$110,000	\$18,000	16%
Chelsea	\$7,500,000	\$200,000	3%
Saline	\$8,000,000	\$1,200,000	15%
Milan	\$2,000,000	\$250,000	13%
Ann Arbor	\$245,000,000	\$75,000,000	31%
Dexter	\$4,000,000	\$290,000	7%

**RESOLUTION #2011-**

**RESOLUTION ON USE OF  
CONSTITUTIONAL REVENUE  
SHARING PAYMENTS TOWARDS  
UNFUNDED LIABILITIES**

**Village of Dexter**  
County of Washtenaw  
State of Michigan

---

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the \_\_\_ day of \_\_\_\_, 2011.

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_

WHEREAS, the Village of Dexter saw a 74% growth in population from 2338 to 4067 with the completion of the 2010 census, and

WHEREAS, this population increase has led to a \$110,000 increase in the constitutional portion of the Village's State of Michigan revenue sharing payments, and

WHEREAS, the Village is committed to using this increase towards paying down long term liabilities, and

WHEREAS, to monitor the value of these long term liabilities the Village is committed to performing frequent valuations to have the most current projection information, and

WHEREAS, the Village's current retiree health care valuation shows an unfunded liability of \$3,765,446 with plan assets of \$289,282

NOW THEREFORE BE IT RESOLVED, that for Fiscal Years 2012-2013 through 2016-2017 the Village will put \$75,000 of the constitutional revenue sharing increase into the retiree health care trust fund and continue to contribute an additional \$20,000 from the Streets/Water/Sewer funds for a total commitment of \$95,000.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_, 2011**

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_, 2011.

\_\_\_\_\_  
Village Clerk – Carol J. Jones



# 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: December 5, 2011**  
**Re: Washtenaw County Sheriff Contract Renewal**

The Village's current contract with the Washtenaw County Sheriff expires on December 31, 2011. The Washtenaw County Board of Commissioners has approved an extension of the contract until December 31, 2015 with a 0% increase in 2012 and 1% increases in 2013, 2014 and 2015. The contract does state that if direct costs, as defined on the enclosed spreadsheet, undergo an unforeseen cost increase the County reserves the right to adjust the prices in 2014 and 2015. A 60 day notice is required in advance of any increase.

When the Police Services Steering Committee was analyzing the current cost of a police service unit, they requested feedback from the local jurisdictions. Attached is a letter that was sent by President Keough expressing concern about the high percentage of fringe benefit cost compared to salary cost. A copy of this letter will also be included with the signed contract to remind the County that we would like to encourage them to continue to find areas of cost savings in upcoming years.

Recommended motion: To authorize the Village President to sign the contract extension with the Washtenaw County Sheriff with an expiration date of December 31, 2015.

## WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 1<sup>st</sup> day of **January, 2012**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and DEXTER VILLAGE, a Michigan municipal corporation located at 8140 Main Street, Dexter, Michigan 48130 ("Village").

### RECITALS

WHEREAS, for the past nine years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the County and participating local governmental entities have executed police service contracts and amendments effective through December 31, 2011 providing that the County Sheriff would provide road patrol services pursuant to the terms of the amended contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2012 through December 31, 2015, to insure the seamless continuation of police services for those communities.

NOW THEREFORE, the parties agree as follows:

### ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Village shall contract for **three (3)** Police Service Units ("PSU") from the Sheriff to provide road patrol and other law enforcement services to the Village. A "PSU" is defined as, "the services of one Sheriff's deputy plus all necessary support to keep that deputy on the road." The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the jurisdiction. The parties further agree that a deputy hour includes all court time spent on Village cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Village.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Village agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Village.

## ARTICLE II – COMPENSATION AND OVERTIME

The price to the Village for the contractual police services is based upon the methodology adopted by the County's Board of Commissioners on December 1, 2010 and July 6, 2011.

The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; and (4) \$155,157.00 per PSU for 2015. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained in the Direct Cost categories. The County and Sheriff shall give each Contracting Partner 60 days written notice of any such increase.

In addition to the compensation stated above, the Village shall also be responsible to pay for all overtime incurred by its contracted PSU's while working on Village related matters, including, but not limited to, testifying on court cases involving Village cases.

## ARTICLE III – FAILURE TO PAY

The County shall bill the Village monthly for all standard monthly and overtime costs incurred during that month. The Village must pay this bill within thirty (30) days after the date of the invoice. Failure by the Village to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Village to offset the amount owed;
- Complete stoppage of all contract services to the Village until the amount owed is completely paid;
- Pursuit of a court order compelling the Village to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Village has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIV.

## ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Village may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Village must pay the disputed amount to the County; and (2) the Village must send written notice to the County Administrator that it disputes the invoice. The Village is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Village's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Village's claim, the disputed money will be refunded back to the Village, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Village's claim, the County and the Village shall jointly pick a mutually acceptable arbitrator to hear the positions of the Village and County. The County and the Village shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Village, the County agrees to refund the money paid by the Village, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

#### ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date of January 1, 2012 and ending on December 31, 2015.

#### ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public official's liability coverage. The County's insurer will add Dexter Village as an additional insured under this public entity liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Village Clerk prior to beginning services under this Contract.

#### ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its PSU's and related police service personnel in providing services under this Contract.

#### ARTICLE VIII-CONFERENCES

The County and Village agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more fully in Exhibit A, the Sheriff and the Village may convene to discuss specific deployment issues.

## ARTICLE - IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

## ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

## ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

## ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Village, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

## ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract, provided, however, that if the cure for the breach takes more than thirty (30) days to

cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, the Village, upon giving the County and the Sheriff six (6) months written notice, may terminate the contract effective December 31st of the year such notice is given.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Village will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

DEXTER VILLAGE

WASHTENAW COUNTY

By: \_\_\_\_\_  
Shawn Keough (DATE)  
Village President

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

WASHTENAW COUNTY SHERIFF

By: \_\_\_\_\_  
Jerry Clayton, Sheriff (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

BY: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

BY: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

## EXHIBIT A

The Washtenaw County Sheriff ("Sheriff") and Dexter Village ("Village") agree on the following specific deployment issues.

**Assignment of Supervision.** The Sheriff will provide supervision over PSU's assigned to the Village. It is the Sheriff's intent that any sergeants assigned to the Village be physically present in the Village; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel.

The Sheriff agrees to accommodate reasonable Village requests related to the supervision of assigned Deputies. In particular, the Sheriff will make reasonable efforts to satisfy Village requests for specific enforcement or prevention activities and to provide information reasonably requested by the Village related to police activity.

**Overtime Protocol** The parties agree that the Village shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

**Animal Control.** The parties agree that this Contract does not address animal control services.

**Selection of Sheriff's Personnel to Fulfill Contract.** The parties agree that the Village shall be permitted to provide input in the selection of Sheriff's Office personnel who will be assigned in the Village, who shall fulfill the terms of this contract. To that extent, the Village shall meet with administration staff from the Sheriff's Office to work out a process whereby appropriate Village personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Village. The amount of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to take any input from the Village personnel in making his final decision on personnel who will work within that Village. The Village may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

**Removal of Sheriff's Personnel Assigned to the Village.** The parties agree that if, in the Village's opinion, any individual assigned by the Sheriff to the Village is not acceptable to that Village, the Village and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Village and the individual in question. The reassignment of any Sheriff's Department personnel within a Village, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Village if any particular deputy is reassigned from the Village for any reason.

**Ordinance Enforcement.** The parties understand that general ordinance enforcement is not part of the services provided by the Sheriff to the Village pursuant to this contract. The Sheriff will, however, enforce local traffic ordinances. In addition, the Sheriff will assist the Village's local ordinance enforcement officer when such assistance is necessary.

**Substations.** The Sheriff agrees to consult with the Village to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Village shall provide and maintain any such substation. The parties agree that the County shall equip and maintain the necessary furniture and equipment for the PSUs' use in the substations. The County agrees to provide a "call box" emergency phone on the exterior of the substation for use of the public to call for assistance.

**Notification.** The Sheriff agrees to use good faith efforts to notify in a timely fashion the Village Supervisor or his/her designee of any major newsworthy events that occur within the Village.

To that end, a command officer will inform the Village as soon as practicable of the following matters: (a) homicides; (b) traffic fatalities occurring with the Village; (c) major criminal events; (d) major citizen complaints regarding performance of PSU's within the Village; (e) discharge of a firearm by Sheriff's personnel within the Village excluding incidents with animals, or of a Village PSU acting outside the Village; (f) requests for news media interviews regarding operations with the Village; (g) motor vehicle accidents involving Village PSU's while on duty in which there is personal injury; and (h) any significant change in the Sheriff's operations within the Village.

**Attendance at Village Board Meetings.** The Sheriff agrees that a command officer shall attend Village board meetings regularly to report to the Village Board on any relevant contract issues and/or to answer questions from the Board.

**Periodic Meetings.** The Sheriff agrees to send command staff responsible to meet with Village officials on an agreed upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Village as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff including the Undersheriff and/or the Sheriff if necessary.

**Out of Village/Township Service.** The parties agree that assigned PSU's will not respond to non-life threatening calls outside the contracting patrol area. Such calls shall be referred to the Michigan State Police. Further, PSU's under this Contract shall only be given assignments as support or back-up, not as primary complaint responders to areas outside the contracting patrol area.

POLICE SERVICES 2012 - 15 COST/PRICE METRICS

BOC Adoption - Cost Per PSU

Cost Category Breakdown	BOC Adopted Cost	Estimated Cost			
	2011	2012	2013	2014	2015
<b>Contract w/ Supervision</b>					
<b>Direct</b>					
Salary	74,302	73,650	74,536	75,314	76,067
Fringe	45,278	45,820	50,173	54,940	60,159
Uniform Allowance	1,764	1,764	1,764	1,764	1,764
Gun Allowance	764	764	764	764	764
Fleet	13,151	13,617	13,481	13,481	13,481
<b>Direct Subtotal</b>	<b>135,259</b>	<b>135,615</b>	<b>140,718</b>	<b>146,263</b>	<b>152,235</b>
<b>Indirect</b>					
Central Dispatch	20,343	20,122	21,081	22,039	23,141
Net Revenue	(9,636)	(9,525)	(9,525)	(9,525)	(9,525)
Net Fire Dispatch	(2,187)	(2,162)	(2,162)	(2,162)	(2,162)
Liability Insurance	2,554	2,372	2,372	2,372	2,372
Sheriff Support Services Salary	6,472	5,656	5,643	5,707	5,764
Sheriff Support Services Fringe	4,399	3,940	4,334	4,797	5,253
Sheriff Support Services Overtime	118	117	117	117	117
Sheriff Support Services Uniforms	69	69	69	69	69
Info & Tech Systems	6,891	6,873	6,873	6,873	6,873
General Supplies	822	822	822	822	822
Other Services & Charges	2,667	2,667	2,668	2,668	2,668
Capital Outlay	111	111	111	111	111
Contract Related Legal	702	644	644	644	644
<b>Indirect Subtotal</b>	<b>33,325</b>	<b>31,706</b>	<b>33,047</b>	<b>34,532</b>	<b>36,147</b>
<b>Contract Subtotal</b>	<b>168,584</b>	<b>167,321</b>	<b>173,765</b>	<b>180,795</b>	<b>188,382</b>
<b>Overhead</b>					
Sheriff Admin - Patrol	5,724	5,788	6,096	6,355	6,609
General Supplies	400	400	400	400	400
Other Services & Charges	1,297	1,297	1,297	1,297	1,297
Capital Outlay	54	54	54	54	54
Uniform Allowance	37	39	39	39	39
Gun Allowance	12	12	12	12	12
<b>Overhead Subtotal</b>	<b>7,524</b>	<b>7,590</b>	<b>7,898</b>	<b>8,157</b>	<b>8,411</b>
<b>BOC Adopted Cost Methodology</b>	<b>176,108</b>	<b>174,911</b>	<b>181,663</b>	<b>188,952</b>	<b>196,793</b>
<b>Total Cost for 74 PSU</b>	<b>13,031,992</b>	<b>12,943,383</b>	<b>13,443,049</b>	<b>13,982,435</b>	<b>14,562,697</b>
<b>Contract Price Scenario</b>	<b>150,594</b>	<b>150,594</b>	<b>152,100</b>	<b>153,621</b>	<b>155,157</b>
<b>Total Price for 74 PSU</b>	<b>11,143,956</b>	<b>11,143,956</b>	<b>11,255,396</b>	<b>11,367,950</b>	<b>11,481,629</b>
<b>County Contribution to Contract Patrol</b>	<b>1,888,036</b>	<b>1,799,427</b>	<b>2,187,654</b>	<b>2,614,486</b>	<b>3,081,068</b>
<b>County Contribution to Contract Patrol (%)</b>	<b>14.49%</b>	<b>13.90%</b>	<b>16.27%</b>	<b>18.70%</b>	<b>21.16%</b>
<b>Other County Contribution</b>					
GF Patrol	1,575,075	1,619,030	1,702,333	1,775,066	1,846,068
Detective Bureau	1,763,733	1,785,145	1,856,801	1,934,591	2,011,974
Other County Overhead	1,654,217	1,677,590	1,674,331	1,674,331	1,674,331
Patrol Overtime	531,275	531,376	531,376	531,376	531,376
Sheriff Support Services	509,212	676,425	727,811	773,156	819,546
Central Dispatch	1,531,312	1,598,273	1,633,240	1,668,140	1,701,503
Net Other Revenue	(449,971)	(460,028)	(460,028)	(460,028)	(460,028)
<b>Other County Contribution Subtotal</b>	<b>7,114,853</b>	<b>7,427,812</b>	<b>7,665,865</b>	<b>7,896,632</b>	<b>8,124,770</b>
<b>Total County Contribution</b>	<b>9,002,889</b>	<b>9,227,239</b>	<b>9,853,519</b>	<b>10,511,118</b>	<b>11,205,838</b>

**Major Assumptions:**  
 Salaries in alignment with union contract  
 Does not include Marine Safety, Civil, Animal Control and Corrections  
 Different staffing allocation between Sheriff business units in 2011  
 9.5% yearly increase for fringe rates  
 Liability insurance, IT and Legal 0% yearly increase  
 Fleet 2012 3% increase, followed by 1% decrease in 2013 then 0% increase  
 Excludes Sheriff WCERS: 2011 \$2,524,392; 2012 \$3,159,493  
 Includes a \$100K estimated reduction in Sheriff Support Services

**Major Price Assumptions**  
 Assumes a 0% increase for 2012  
 Assumes a 1% increase for 2013, 2014 & 2015



## VILLAGE OF DEXTER

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

### Village Council

Shawn Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Trustee*

Paul Cousins  
*Trustee*

Donna Fisher  
*Trustee*

Joe Semifero  
*Trustee*

James Smith  
*Trustee*

### Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Ed Lobdell  
*Public Services Superintendent*

Allison Bishop, AICP  
*Community Development Manager*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

February 23, 2011

Dear Mr. Moran:

Thank you for the opportunity to provide feedback on the impact of the price of a Washtenaw County Sheriff's deputy to the Village of Dexter. The Village of Dexter participates in a successful collaboration with Dexter Township and Webster Township that allows us to provide 24-7 coverage with the lowest per capita cost for police services in the County.

To keep this statistic true, however, it will be necessary to address the cost of the benefits associated with the deputies which, according to documents provided to the Police Services Steering Committee (PSSC), are currently at 58% of salaries. Keeping fringe benefit costs sustainable is a challenge and should be a top priority for all government entities. We would like the PSSC's recommendation to encourage the County Board and Administration to continue to find ways to reduce this cost, which will play a large part in making contracting for deputies sustainable for all of the participating communities.

Sincerely,

Shawn W. Keough  
Village President

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

ITEM

12-10-11  
6-3

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

# Memo

**To:** Village Council  
**From:** Marie Sherry, Treasurer  
**CC:** Village Manager  
**Date:** 12/7/2011  
**Re:** Computer Hardware and Software Purchases

We have solicited bids from four computer firms. Two are local (Absolute Internet and Computer Alley) and two are specialists in the municipal tech field (Tech Resources and I.T. Right). Attached to this memo is a compilation of their quotes.

The lowest quote came from I.T. Right, who are located in Lansing. This company partners with BS&A, the providers of the financial software that we would like to purchase. However, their hourly installation rate is much higher than the other firms. I spoke with the owner of I.T. Right and he stated that they would be willing to provide the hardware, loaded with the appropriate software, to us for someone else to install. I contacted Joe Nowak at Absolute Internet, and he is willing to install I.T. Right's hardware.

It is management's recommendation that we purchase four computer systems from I.T. Right, including Microsoft Office 2010 for Home and Business, for the quoted amount of \$3,096. In addition, we would like to purchase two 22" monitors for \$280 for a total cost of \$3,376. (The reason for the 22" as opposed to the 19" monitors is that one will be used for mapping programs and the other for vision accommodation.) I have included for Council's review both the full quotes from I.T. Right and their Introduction Packet. They were recommended by BS&A, and I did check with Scio Township who uses them for remote backup services and has been happy with them.

It is expected that installation (including moving Allison and Donna's old systems to the Cash Register and Accounts Payable stations) will take approximately eight hours. At \$90 per hour, this comes to \$720. This is an estimate, not a "not to exceed" number. We expect to coordinate installation of the new computers with the conversion of FundBalance to BS&A, probably in February 2012.

We are also requesting approval of the purchase of BS&A as outlined in their proposal dated October 24, 2011. The total cost for the Financial Management System, including conversion and training, is \$19,115. The total cost for the compatible version of the tax system is \$3,150 for a total software cost of \$22,265. This amount can be split across two fiscal years without interest, so the cost for Fiscal Year 2011-2012 would be \$11,132.50.

The total cost of this upgrade for Fiscal Year 2011-2012 would be \$15,228.50, with the estimated installation costs. The final attachment to this memo is a spreadsheet showing where in our current budget these costs can be charged. We can cover the cost within our existing budget, without using fund balance. If approved, the amendment spreadsheet will be presented to Council with my next quarterly report.

	Processor		Hard	Price		19"		
	Speed	Memory	Drive	(Each)	Warranty	Monitor	Keyboard/Mouse	Service
BS&A Recommended	2.8 I3	4096 MB						
<b>Meets BS&amp;A Recommended Specs</b>								
I.T. Right	3.1 I3	4 GB	500 GB	\$ 599.00	3 year	\$ 94.00	Included in bid	\$ 135.00 No mileage charge
Tech Resources	3.1 I3	4 GB	500 GB	\$ 624.20	3 year	\$ 139.00	Not bid	\$ 95.00 plus \$20 trip ticket
Absolute #4 (Dell)	3.3 I3	4 GB	250 GB	\$ 747.00	3 year	\$ 94.00	Included in bid	\$ 90.00 Local
Absolute #3 (HP)	3.3 I3	4 GB	500 GB	\$ 858.00	3 year	\$ 94.00	Included in bid	\$ 90.00 Local
<b>Meets BS&amp;A Minimum and Recommended Specs - except for Memory (low) - which can be upgraded for additional cost</b>								
Computer Alley #2 (Min.)	2.6	1024 MB	320 GB	\$ 617.00	1 year	\$ 149.00	\$30.00	\$ 95.00 Local
Computer Alley #1 (Rec.)	3.1 I3	2048 MB	320 GB	\$ 687.00	1 year	\$ 149.00	\$30.00	\$ 95.00 Local
<b>Exceeds BS&amp;A Recommended Specs - faster processor speed</b>								
Absolute #1 (Dell)	3.1 I5	4 GB	500 GB	\$ 838.00	3 year	\$ 94.00	Included in bid	\$ 90.00 Local
Absolute #2 (HP)	3.1 I5	4 GB	500 GB	\$ 980.00	3 year	\$ 94.00	Included in bid	\$ 90.00 Local

Note: Requested I.T. Right re-quote monitors for 22". The quote is \$140 each.

# IT RIGHT

B&A SOFTWARE

NAME / ADDRESS

Dexter, Village  
Marie A Sherry  
8140 Main St  
Dexter MI 48130

## Estimate

DATE	ESTIMATE NO.
12/6/2011	79183

IT Right  
PO Box 160  
Bath, MI 48808

DESCRIPTION	QTY	COST	TOTAL
PC Basic i-3 4GB Ram INTEL DH55TC MEDIA SERIES mATX/DDR3 WINDOWS 7 PROFESSIONAL OEM 64-BIT INTEL COREI3-540 3.06GHZ 4MB LGA1156 4GB 2 x 2GB DDR3-1333 500GB / SATA / 7200RPM (ST3500418AS) w/NCQ SATA DVDRW INTEL CORE GRAPHICS W/VGA DVI-D AND HDMI OUTPUT INTEGRATED HIGH DEFINITION AUDIO STANDARD SYSTEM WARRANTY (3 YEAR) INTEGRATED INTEL 82578DC 10/100/1000 LAN USB KEYBOARD USB MOUSE Microsoft Office 2010 Home and Business (Includes Word, Excel, Outlook, Power Point & One Note)	4	599.00	2,396.00
	4	175.00	700.00
Estimate may be accepted in whole or in part		<b>TOTAL</b>	\$3,096.00

IT Right, Inc. 5815 East Clark Rd, Box 160, Bath MI 48808 \* 517.903.0000 \* ar@itright.com

# IT RIGHT

BS&A SOFTWARE

NAME / ADDRESS

Dexter, Village  
Marie A Sherry  
8140 Main St  
Dexter MI 48130

## Estimate

DATE	ESTIMATE NO.
12/7/2011	79188

IT Right

PO Box 160  
Bath, MI 48808

DESCRIPTION	QTY	COST	TOTAL
22" LCD Monitor (wide)	2	140.47	280.94
<b>TOTAL</b>			\$280.94

IT Right, Inc. 5815 East Clark Rd, Box 160, Bath MI 48808 \* 517.903.0000 \* ar@itright.com

IT RIGHT  
INTRODUCTION  
PACKET

2011/2012

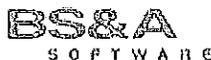
## Who is I.T. Right

The short answer is we are BS&A Software's networking firm.

- We have been in business since 1998.
- We are Debt Free. While we do work with vendors on 30day terms for equipment purchases, we have been free from any other form of debt since 2004.
- We are a Microsoft Certified Gold Partner.
- We focus nearly exclusively on Local Michigan Government (accounting for over 95% of our business)
- We have approximately 300 customers throughout the Lower Peninsula.
- We are the only firm in the State authorized to do work on BS&A Software's behalf.

Information Technology Right (IT Right), the first time, is what we are about. We pride ourselves on timely attention and a strong commitment to resolving the computer needs of our clients. We know that IT done Right can benefit everyone. Our fees are \$135.00 per hour. We do not charge for drive time or mileage. Annual Service Contracts are available upon request.

Thank you for your interest in our company. We welcome the opportunity to speak with you about your computer needs.



### Hardware Services Authorizations

Do you employ a CompTia A+ Certified Technician? Yes, at least two.

Do you employ a CompTia Network + Certified Technician? Yes, at least one.

Do you employ a Microsoft Certified Professional? Yes, Multiple

Is any part of this support subcontracted? No/None.

Other certifications:

\* Two BS Computer Sciences, One BA Literature (Owner—don't ask).

\* Three AS Computer Sciences. (Five if you include the two BS)

\* Three Microsoft Certified Systems Engineers (MCSE's)

\* Three Microsoft Certified Professionals (MCP's—Six if you count the four MCSE's)

\* One Part-Time/On Call BS. MCSE (Not included above)

## Office Roster Tech Staff

**Daniel Eggleston B.A. MCSE+I;** Dan is the founder and owner of our company. All those letters stand for Microsoft Certified Systems Engineer + Internet. Dan's degree is actually in Literature. He is real picky about his coffee (Starbucks knows him by name) and should not be left alone in a room with a bucket of cashews.

**Randy Allen; MCSE; Director of Information Technology** Randy has been with IT Right for 4 years. Randy brings with him over 7 years of experience working with varied network environments and is MCSE certified. Before that he was in the United States Army. Randy is not only highly skilled, but also a pleasure to talk with. We are very pleased to have him join us and we feel you will agree when you have an opportunity to meet him. Randy keeps us stocked up on the flavored coffee creamers.

**Jarud Koenigsknecht, B.S., MCSE;** Road Manager. Jarud has been with I.T. Right for 5 years. Jarud has his bachelor's degree in Computer Science, and is a Microsoft Certified Systems Engineer. Before IT Right, Jarud was in College. Jarud is newly married and does not yet drink coffee. But he is one of 10 children, so we suspect his parents will teach him about coffee when the time comes.

**Adam Thompson BS MCP;** Hosted Services Manager. Adam has a BS in Computer Science from Lake Superior State University and 9 years' experience installing routers and wide area networks for a Lansing area IT firm. Thus far Adam seems to drink Mountain Dew. Our guess is that will change.

**Victor Arden MCP;** Helpdesk Manager, Victor joined the I.T. Right team four years ago and has made himself an invaluable part of our office. If you ever call into the office, you will most likely talk to Victor. He does an awesome job fielding remote assistance issues, and troubleshooting issues for BS&A. He drinks his coffee black.

**Caleb Eifert MCP;** Road Technician. Caleb has been with IT Right for over two years. Caleb is a Microsoft Certified Professional. After a year working in house, he migrated to the road. Like Jarud Caleb grew up on a Dairy Farm. He sneaks a cup of whatever is brewing from time to time, and despite his background he doesn't use cream.

**Nathan Feldpausch, AS (computer science), CCNA.** Road Technician. Nathan's prior experience was with a local telecommunications firm, and a local municipality. Before that, he worked on his parents' (Wait for it.....) dairy farm. He doesn't seem to drink coffee, but that may be because he is too polite to help himself and nobody has brought him a cup.

**Steven Brooks, AS (computer science).** Phone Support/Hosted Services Support. Steve is new to IT Right, and working toward his Bachelors & Microsoft Certifications. Steve worked at Panera Bread through College and Melissa would like to officially deny he has been hired for his barista skills.

**Devin Chambers, AS (computer science), MCP** Phone Support. Devin is new to IT Right, and working toward his Bachelors in computer science. He claims he drinks coffee but it looks more like chocolate milk to us.

**Tina Lynch,** Back Office/Website Support. Tina is new to IT Right, and to Michigan. Previously in local government in Idaho; Tina helps with inventory/quotes/invoices and websites. She is a Mountain Dew drinker and we don't think anybody here is tough enough to make her change.

**Barry Buchholz, B.S. MCSE;** Part Time/On Call. Barry is an Electrical Engineer and MCSE. Barry has worked with and for Dan for 15 years. He has extensive wireless networking and routing experience. He monitors his caffeine intake closely so he won't always accept coffee—but appreciates the offer.

### Office Roster Support Staff

**Melissa Eggleston;** Yep, this is Dan's wife. In her previous life, she was a preschool teacher with a Child Development degree from the University of Maine. Then Dan convinced her to work for him. Melissa handles Web Development and helps with paperwork in the office and prefers her coffee with lots of milk and chocolate.

**Ellen Eggleston;** 3 days a week, Dan's mom comes into the office to answer the phones and help with paperwork. She is also I.T.Right's official baker, with a mean chocolate chip cookie. If you ever want a recipe for chocolate sheet cake, give her a call. Ellen always has a pot of fresh coffee on the burner. Traditionally she has been a Maxwell House girl, but Dan has spoiled her with the Starbucks beans.

Customer Distribution Map



**Some of our Clients**

(Names and Numbers are available upon request.)

41B District Court	Kimball Fire
Addison, Village of	Kimball Township
Adrian, City of	Lakewood Club, Village of
Alaiedon Township	Lansing Charter Township
Allen Park City	Lansing Charter Township Police
Almira Township	Lansing City
Alpine Township	Lansing Glass
Aurilius Twp	Leighton Township
Ausable Charter Township	Leoni Township
Battle Creek City	Liberty Township
Bois Blanc Township	Litchfield, City Of
Benton Charter Township	Locke Township
Blackman Township	Luna Pier, City of
Blissfield Police Department	Lyon Township
Blissfield, Village	Maple Forest Township
Bloomfield Hills, City	Mecosta Township
Brady Township	Michigan Petroleum Association
Brighton Township	Michigan State Fireman's Assoc
BS&A Software	Midland County
Bunker Hill Township	Millington Township
Burr Oak Township	Mundy Township
Caledonia Township Kent	Mundy Township Police Dept

Caledonia Township Shiawassee	Municipal Inspection Services
Caledonia, Village of	North Branch Township
Cannon Township	Oakland Township
Cascade Charter Township	Oceana County
Charter Township of Canton	OCMAA.ORG
Charter Twp. of Meridian	Ogemaw County Building Department
Cheboygan City	Olive Township
China Township	Ortonville, Village of
City of Clare Police Department	Oscoda Township, Iosco
City of the Village of Douglas	Osceola Township
Clare, City of	Ovid Township
Clinton County	Ovid, Village of
Clinton County Road Commission	Pac2/Northland Library Consortium
Clinton Township	Pere Marquette Charter Township
cocm.org	Perry, City of
Columbia Township	Petersburg, City of
Comstock Township	Prairieville, Township
Concord, Village of	Pinckney, Village of
Corunna, City	Pine River Township
County of Otsego	Pittsfield Township
Crawford County	Plymouth Township
Crawford County Library	Potterville, City of
Crawford Sheriff Department	Putnam Fire
Dallas Township	Richland Twp.

Davison DPW	Richmond Township
Davison, City of	Roseville Public Library
Decatur, Village of	Roseville, City of
Detroit, City of	South Branch, Township
Dewitt, City of	Scio Township
Dewitt, Township	Surry, Township
Dalton Township	Signature Appraisal
Douglas, City of the Village	Southern Clinton County Municipal
Eaton Township	St. Claire Shores
Egelston Township	St. Joseph County
Elsie Public Library	Sterling Heights
Elsie, Village of	Steven Owens DO
Erie Township	Stockbridge Area Ambulance
Flushing	Stockbridge, Village of
Fowler Public Schools	Troy, City of
Fowlerville, Village of	Tyrone Township
Frederic Township	Vernon Insurance Agency
Fruitland Township	Vernon, Village of
Gaines Township	Victor Township
Gaines, Village of	Walker, City of
Georgetown Charter Township	Waterloo Township
Goodrich, Village	Watertown Charter Township
Grand Blanc, City of	Webberville, Village of
Grand Rapids, City of	Webster Township
Grayling Animal Hospital	Wexford County

Grayling, City of

Grosse Pointe Farms, City of

Grosse Pointe Farms, City of

Gull Lake Sewer

Hartland Township

Health EFX

Henrietta Township

HFA

HFA Southfield

Hopkins Township

Houghton Lake Sewer Authority

Imlay City

Independence Charter Twp.

Isabella County Road Commission

Ingham County

Jackson County

Wexford County Civic Center

Wheatfield Township

Williamston PD

Williamston, City of

Zeeland, City of

## What our customers are saying about I.T. Right.

*The project involving the upgrade of our domain controller was a complete success. The upgrade was completed without any network down time or inconvenience to our users. Dan spent time with the staff here to ensure the network was performing properly, answered all questions pertaining to the upgrade, and explained all the new functionality with DNS and Active Directory .... Dan is extremely knowledgeable, personable, and an overall pleasure to work with. Finding a consultant of Dan's stature is not an easy task and we appreciate the knowledge and expertise he has provided.*

*Steven Deon  
Network Administrator  
City of Sterling Heights*

*In world that seems to be far too oriented to going faster at the expense of quality relationships it is very reassuring that there are still companies such as IT Right that quite frankly do the right things for the right reasons with the right people.*

*Steven J. Kingsbury  
Treasurer, Finance Director and  
Director of Information Technology  
City of Clare*

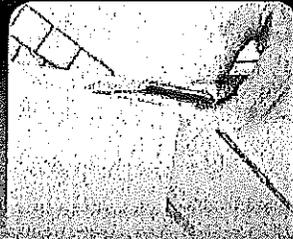
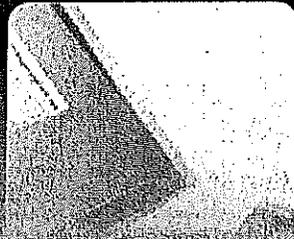
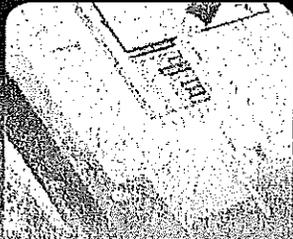
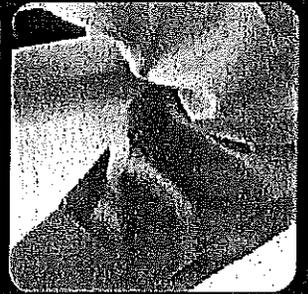
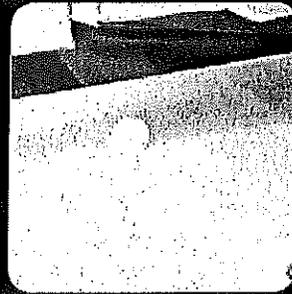
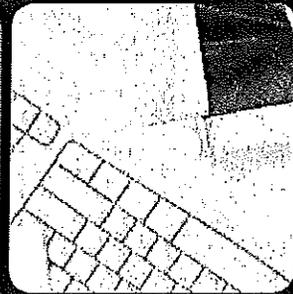
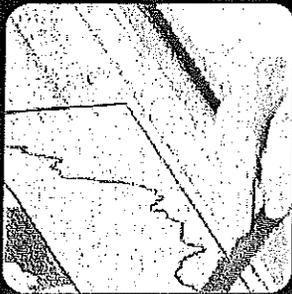
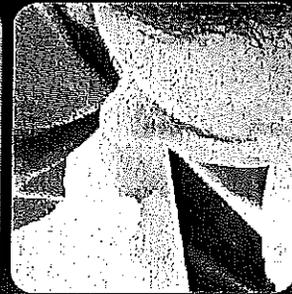
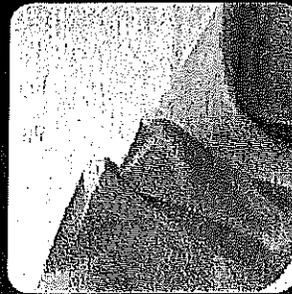
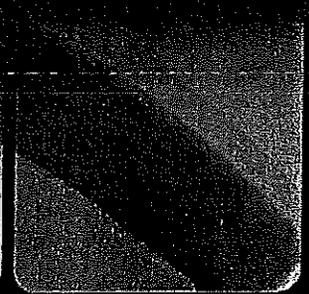
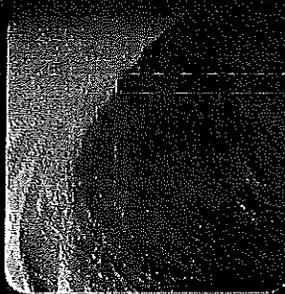
*I am always pleased with the service we receive from your staff. Great Job! I have experienced dealing with many other IT persons and I feel that ITRight's staff is the best. Thank You.*

*Josy Medina,  
Clerk  
Village of Ovid*



October 24, 2011

Prepared for: Village of Dexter,  
Washtenaw County



Financial Management Suite • Assessing & Property Tax Suite • Community Development Suite • Internet Services • Ancillary Applications

14966 Abbey Lane, Bath, MI 48808 • Toll Free: (866) BSA-SOFT • P: (517) 641-8900 • F: (517) 641-8960 • [www.bsasoftware.com](http://www.bsasoftware.com)



14965 Abbey Lane  
 Bath, MI 48808  
 Phone: 517-641-8900  
 Fax: 517-641-8960

## Proposal to Village of Dexter, Washtenaw County

### Financial Management Systems

#### Network License

Prices based on approx. 1,300 parcels; 2,025 utility customers (Program price subject to change if the actual customer count is significantly different than the estimated count).

*Please Note: To efficiently run these applications the Hardware requirements have increased. Please review our required specifications prior to ordering these applications.*

<b>General Ledger System</b>	<b>\$1,795</b>
<b>Accounts Payable System</b>	<b>\$1,525</b>
<b>Cash Receipting System</b>	<b>\$1,525</b>

#### Optional Cash Receipting Hardware

- Epson Series Receipt Printer \$700
  - APG Cash Drawer \$200
- If using a previously purchased receipt printer, which brand will be used with the drawer?  
 Epson  Ithaca  Other
- Hyperion 1300g - Hand Held Linear Barcode Scanner \$250

Please provide the number of cash drawers that will be hooked up to the printer \_\_\_\_\_

IMPORTANT: the receipt printer must be plugged in to the USB port on one workstation (not your server); this workstation is not to be "shared" with other workstations. If more than one workstation will be used for receipting, please consider buying more than one receipt printer. \*Ithaca Receipt Printers are NOT compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with these operating systems.

<b>Miscellaneous Receivables System</b>	<b>\$1,525</b>
<b>Utility Billing System</b>	<b>\$3,745</b>
<b><u>Data Conversions</u></b>	

(Conversion fees do not include data extraction from your existing software. These services can be performed by BS & A for a fee of \$100/hr.) Data must be received in ASCII format.

*Convert existing FundBalance data to BSA format.*

General Ledger	\$500
Accounts Payable	\$500
Cash Receipting	\$500
Miscellaneous Receivables	\$500
Utility Billing	<b>\$1,450</b>

*Prices good for a period of 90 days from date on proposal.*



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 Fax: 517-641-8960

**On-Site Training/Implementation/Program Install**

Est. 8 days @ \$550/day (travel expenses included - billed for actual days used) \$4,400

\* Note: Client has option to pay for programs over multiple budget years, interest free.

**Total** **\$19,115**

Please mark the box if you wish to take advantage of our payment plan. Payment will be spread over multiple budget years, interest free.	<input type="checkbox"/> 2 - year
---	-----------------------------------

**Annual Service and Support**

The first year is free, which includes new features and unlimited telephone support for the Equalizer Systems. Service and support for years 2 and 3 will be as follows, billed annually:

General Ledger	\$350
Accounts Payable	\$300
Cash Receipting	\$300
Miscellaneous Receivables	\$300
Utility Billing	\$750
<hr/>	
<b>Total:</b>	<b>\$2,000</b>

BS&A Software, Inc. guarantees that the annual fee will not change for 3 years from the date of the executed Service Agreement issued upon purchase of the system(s). After 3 years from the purchase date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI.

**Important Proposal Notes:**

***BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.***

\* Prices above DO NOT include: Program Customization or Training beyond the estimated days

\* Dot-Matrix printers are not compatible with the .Net Programs'

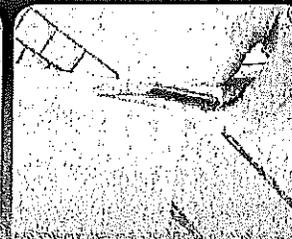
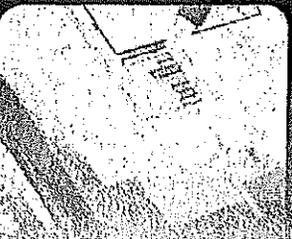
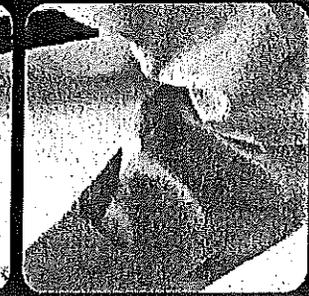
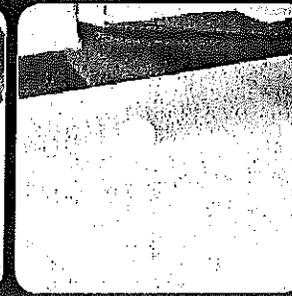
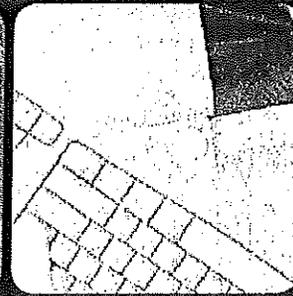
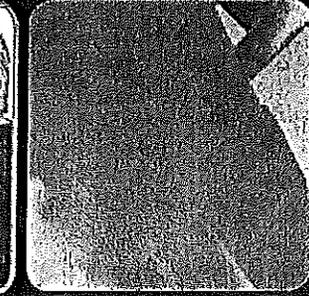
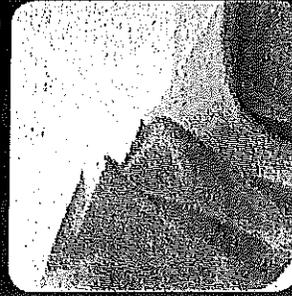
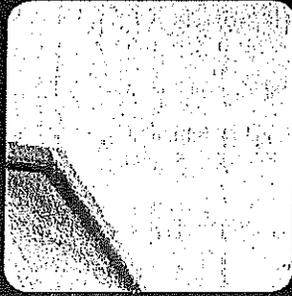
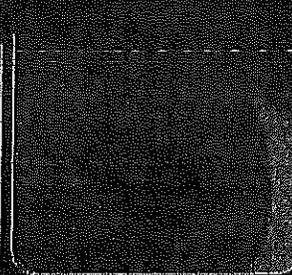
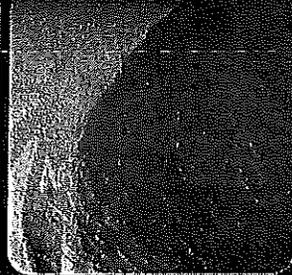
SQL Server - Based on user count, the version of SQL that BS&A Software recommends is as follows. Please see the attached Microsoft SQL pricing list, which includes Governmental Reseller contact information.	<b><u>Recommendation:</u></b> <input type="radio"/> SQL Express - Free
---	---

*Prices good for a period of 90 days from date on proposal.*



October 24, 2011

Prepared for: Village of Dexter,  
Washtenaw County



Financial Management Suite • Assessing & Property Tax Suite • Community Development Suite • Internet Services • Ancillary Applications

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14965 Abbey Lane  
 Bath, MI 48808  
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## Proposal to Village of Dexter, Washtenaw County

### Property-Based Systems .Net

**Network Version**

Prices based on approx. 1,300 parcels.

*Please Note: To efficiently run these applications the Hardware requirements have increased. Please review our required specifications prior to ordering these applications.*

**Equalizer Tax.Net** \$3,150  
 Windows customer since 3/2002

**Remote Installation - Requires high-speed Internet connection** \$0  
 BS&A will make every attempt to perform the installation remotely. If necessary for installation to be completed on-site, an additional charge will apply.

\*Client has option to pay for programs over multiple budget years, interest free.

**Total (Does not include training or possible installation fees)** **\$3,150**

**Possible Program Installation Fee:**

**On-site Installation** (only required if a high-speed internet connection is not available)  
 Est. 1 day @ \$550/day \$550

Please mark the box if you wish to take advantage of our payment plan. Payment will be spread over multiple budget years, interest free.	<input type="checkbox"/> 2 - year
---	-----------------------------------

**Annual Service and Support**

Below fees are effective at your next renewal period - First year service fees are not included in the software cost.

Tax System \$630

**Total:** **\$630**

BS&A Software reserves the right to increase the annual fee by no more than the yearly Consumers Price Index (CPI).

*Prices good for a period of 90 days from date on proposal.*



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**Important Proposal Notes:**

\* While it is our intention to install and implement the software for all customers desiring to upgrade to the .Net applications as soon as the signed proposal is received, due to high demand, we cannot guarantee that your installation will be completed immediately. However, by signing the proposal your price will be 'locked in,' and we will execute your installation as soon as possible.

***BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.***

<p>SQL Server - Based on user count, the version of SQL that BS&amp;A Software recommends is as follows. Please see the attached Microsoft SQL pricing list, which includes Governmental Reseller contact information.</p>	<p><b><u>Recommendation:</u></b> o. SQL Express - Free</p>
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**Internet & Server Considerations:**

\*We strongly recommend you have Internet Access. This allows you to:

- a) Download BS&A Software .NET Program Updates as soon as they become available. This can save you several days of transit time when you are waiting for a new features you may have requested.
- b) Send email to our web site when you have questions or comments about our software and service.

\*We strongly recommend you have a network with a dedicated file Server...not a Peer-to-Peer Network. Peer-to-Peer Networks are typically less stable and more prone to problems as compared to networks with dedicated file servers. Our software runs much more efficiently on networks with a dedicated file server. See our Hardware Specifications for more details.

**Signature below constitutes:**

- 1) An order for products & services as quoted in this proposal
- 2) That you have reviewed the proposed support/service fee amounts since they may have increased from your previous agreement
- 3) That you have read and concur with the hardware specifications required to efficiently operate the .Net applications.

Quoted by:           Dan J. Burns, CPA          , **October 24, 2011**

Accepted by: \_\_\_\_\_, **Date:** \_\_\_\_\_

*Prices good for a period of 90 days from date on proposal.*

	Current Budget	Current Amount Remaining	Amount Remaining After Amendment	Use of Funds
<b>Major/Local Streets</b>				
202.474.000.740.000 -Traffic Services-Operating Supplies	\$5,000.00	\$4,392.00	\$2,092.00	
203.474.000.740.000 - Traffic Services-Operating Supplies	\$5,000.00	\$4,536.00	\$2,236.00	
A future budget amendment will be proposed to transfer \$2300 from each of the two funds above to the two funds below. These funds were budgeted for sign replacement, however we were able to purchase the signs in FY 10-11. The federal government has also removed the deadline for compliance with the reflexivity guidelines.				
Transfer to:				
202.463.000.740.000 - Routine Maintenance-Operating Supplies	\$2,000.00	\$1,856.00	\$4,156.00	\$2,300.00
203.463.000.740.000 - Routine Maintenance - Operating Supplies	\$3,000.00	\$1,915.00	\$4,215.00	\$2,300.00
<b>General Fund</b>				
101.172.000.977.000 - Manager - Equipment	\$2,000.00	\$591.00	N/A	\$591.00
101.253.000.977.000 - Treasurer - Equipment	\$2,000.00	\$469.00	N/A	\$469.00
101.265.000.977.000 - Buildings & Grounds - Equipment	\$5,500.00	\$5,371.00	N/A	\$5,301.00
101.400.000.977.000 - Planning - Equipment	\$500.00	\$500.00	N/A	\$500.00
<b>Water/Sewer Funds</b>				
590.548.000.977.000 - Sewer - Equipment	\$10,000.00	\$5,905.00	N/A	\$1,884.00
591.556.000.977.000 - Water - Equipment	\$30,000.00	\$14,042.80	N/A	\$1,884.00
				\$15,229.00
Cost of Computers, Microsoft Office Software and Installation Software - Year 1				\$4,096.00
				\$11,132.50
				\$15,228.50

AGENDA 12-12-11

ITEM L-4

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; Allison Bishop, Community Development Manager**  
**Date: December 6, 2011**  
**Re: Dedication of Roads in Dexter Crossing**

At the November 28, 2011 Council meeting Mr. Robert Murphy of 3713 Bristol asked questions regarding the dedication of the roads in Phases 6, 7 and 8 of Dexter Crossing.

Attached for your review is a copy of guidelines used in the dedication process. Also included is a listing of the undedicated streets and their current PASER rating.

The Development Agreement with Blackhawk Development for Dexter Crossing was signed on June 10, 1996. The roads were put in over the next several years and completed around 2000.

Phases 6, 7 and 8 were purchased by Dexter Development (Jim Haeussler) in July 2002. At the request of Mr. Haeussler, the Village did a walk-through of Phases 6, 7, and 8 in May of 2006. A copy of the inspection report is provided. Some of the items on the list were completed by Mr. Haeussler following the inspection. He did not move forward with the dedication request due to the length of the bond that would need to be posted based on the numbers of units completed in the development. Currently 48 lots remained undeveloped of the 76 available, which puts his completion percentage at 37%.

In July 2007, the Village accepted the dedication of Phases 1-5A. When this dedication occurred Blackhawk posted a maintenance and guarantee bond for 2 years. Due to the condition of the roads at the time of the expiration of the bond, the Village negotiated a \$110,000 settlement with Blackhawk that was used towards the mill and resurfacing of Phases 1-5A in October 2009.

## VILLAGE OF DEXTER

### Dedication of Public Streets and Utilities

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Upon the completed installation of streets and/or water, sewer, storm utilities by a developer, the Village will consider the acceptance of the streets and utilities as public. The following is a checklist for the dedication process.

**1. Inspections** - Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village\*(see page 2). Inspection of asphalt roads must be performed by the Village prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. The Village shall use the PASAR (Pavement Surface Evaluation and Rating) System and Roadsoft software as the basis/guideline for acceptance. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review.

The Village and its representatives and agents will also conduct final site inspections upon request from the developer. The Community Development Office will inspect for site plan compliance, including but not limited to, landscaping, open space, signage, etc. Any outstanding issues will be addressed in a punchlist issued by the Community Development Office. The Village Engineer and the Department of Public Services (DPS) shall also conduct site inspections on roads, water and sewer, etc. The Village Engineer and the DPS will also issue punch lists addressing outstanding issues.

**Maintenance/Repair** – Problems identified by the on-site inspection (punch list) and/or the review of the test or roadway data, the developer must correct these problems before the dedication process can proceed. Once all items on the punch list have been corrected, the wearing course for asphalt roads may be placed.

Upon completion of all punch lists correspondence accepting the project will be issued. Final acceptance of the project and infrastructure will proceed when the following documents have been issued:

- a.) A letter from the Village Engineer stating completion of the punch list, acceptance of the project, and correspondence indicating that the Village Engineer supports dedication of the project.
- b.) A letter from the Superintendent of Public Services stating completion of the punch list, acceptance of the project, and correspondence indicating that DPS supports dedication of the project.

A final inspection correspondence from the Community Development Manager stating completion of the site plan punch list, acceptance of the project and correspondence indicating that the CDO supports dedication of the project.

*This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.*

**2. Survey** – The applicant must provide Sealed Engineer’s drawings of the roadway sections and underground utilities proposed for dedication as public in each new development. The applicant must also provide written legal descriptions of the streets, underground utility easements and/or other easements. This information shall be provided on 8 ½ x 14 legal size paper.

**3. Maintenance and Guarantee Bond** - A two-year Maintenance and Guarantee Bond in the amount equal to one half of the cost of construction of the public utilities, roadway pavement, sidewalks, curb, gutter, water mains, sanitary sewers and storm drains shall be posted by the developer with the Village. The amount of this bond will be based on either the signed contract for the work or on an estimate by a professional engineer. The basis of the bond amount shall be submitted to the Village for review prior to the posting of the Maintenance and Guarantee Bond. An extended term on the Bond will be required for developments in which less than 100% of the buildings are constructed. Details of this requirement appear on page 2 under special arrangements.

**4. Review and approval of Dedication by Legal Counsel.** Legal Counsel will review the dedication documents and provide support for the dedication, prior to Village Council accepting dedication.

**5. Resolution by Village Council** - After all required information has been provided, reviewed and accepted by the Village and/or their representatives; Village Council will consider a resolution to accept public infrastructure. This resolution must accompany the Act 51 application, which will be completed by the Village Street Administrator.

**\*Special arrangements:** The Village will ordinarily not accept streets until construction of all buildings is substantially complete, so that heavy construction vehicles do not destroy the integrity of the new streets. Many developers install all but the wearing course of asphalt during construction. When they are ready to dedicate the streets, they lay the final wearing course.

If a developer desires to dedicate prior to the completion of construction of all buildings, the developer may request that the Village accept early dedication. In such cases, the developer must agree to extend the term of the Maintenance and Guarantee Bond according to the schedule below. The Village Council may waive the necessity of an extended term, impose additional conditions, or refuse to accept dedication.

**If, Council accepts dedication prior to substantial completion of home construction on the site, the developer will be required to maintain the roadways until 50% of the homes are built. It is understood that maintenance will include snow removal and salting as well as general maintenance and upkeep of the roadways.**

The Village Engineer shall inspect the site prior to the expiration of the Maintenance and Guarantee Bond, and report to the Village the condition of the roadway/appurtenances.

100% Complete	2-Year Bond
90% to 99% Complete	3-Year Bond
80% to 89% Complete	4-Year Bond

70% to 79% Complete 5-Year Bond  
60% to 69% Complete 6-Year Bond  
50% to 59% Complete 7-Year Bond  
Anything under 50% 8-Year Bond

**The Village retains the right to withhold dedication for sites less than 50% complete.**

The developer will be required to provide documentation of the number of lots, vacant and built as part of the dedication submittal. The developer may request to replace the initial Bond for a reduced term, if 100% of the site is completed and more than 2-years remain on the initial bond term.

Name	From	To	2008 Rating	2010 Rating	In C.I.P.	2011 Action	Prior Treatment	Other
South Downs Dr	Carrington Dr	Carrington Dr	8	8				Partially Undedicated Dexter Crossing
Bristol Dr	Kingsley	Kingsley	5	5				Undedicated Dexter Crossing
Bristol Dr	Kingsley	Wellington Dr	6	7				Undedicated Dexter Crossing
Bristol Dr	Wellington Dr	Kingsley	4	3				Undedicated Dexter Crossing
Carrington Dr	Coventry Cir	Coventry Cir	8	8				Undedicated Dexter Crossing
Carrington Dr	Wellington Dr	Coventry Cir	8	5				Undedicated Dexter Crossing
Carrington Dr	Cul-de-sac	Wellington Dr						Undedicated Dexter Crossing
Coventry Cir	Carrington Dr	Carrington Dr	7	7				Undedicated Dexter Crossing
Kingsley	Bristol Dr	Bristol Dr	5	5				Undedicated Dexter Crossing
Wellington Dr	Bristol Dr	Bristol Dr	7	8				Undedicated Dexter Crossing
Wellington Dr	Bristol Dr	Carrington Dr	7	6				Undedicated Dexter Crossing



ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road  
Livonia, MI 48150

p: (734) 522-6711  
f: (734) 522-6427  
www: ohm-eng.com

May 30, 2006

Peters Building Company  
Attn: Mr. Eric Peters  
P.O. Box 577  
Saline, Michigan 48176

Re: Dexter Crossing Phases 5A, 6, 7 & 8  
OHM #0130-06-1003  
Village of Dexter  
Preliminary Utility Punchlist

Dear Eric;

We have completed a walkthrough of the above-referenced project. Please refer to the attached Preliminary Utility Punchlist for a list of the deficiencies that must be corrected as soon as possible.

Please have your contractor contact me at 734-466-4571 when all items have been completed so that we may schedule inspection for verification. Feel free to contact me should you have any questions.

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.

Chris Donajkowski  
Field Client Representative

Encl.

cc: Donna Dettling, Village of Dexter  
Ed Lobdell, Village of Dexter  
Allison Bishop, Village of Dexter  
Donald Dettling, Dexter Area Fire Department 8140 Main St. Dexter, MI 48130  
Jessica Wood, OHM, Inc.  
Marilyn Vaillancourt, OHM, Inc.  
Bill Higgins, DN Higgins Construction.

**Dexter Crossing**  
**Phases 6,7 & 8**  
**OHM Job No. 0130-04-1033**

**Preliminary Utility Punch List**

Inspection Date: May 18, 2006

**Storm Sewer**

1. R-201 Re-set casting in bed of mortar.
2. r-147 Buried, manhole was located today.  
Raise the manhole casting to finish grade.
3. R-206 Re-set casting in bed of mortar.
4. R-218 Protect ES from soil erosion.
5. r-69 Raise the manhole casting to finish grade
6. R-216 Remove and replace castings with 1040 beehive type casting.
7. R-228 Remove and replace castings with 1040 beehive type casting.

**Sanitary Sewer**

1. Ex. s-90 Re-set casting in bed of mortar.
2. S-113 Buried, manhole was located today.  
Raise the manhole casting to finish grade.
3. S-114 Re-set casting in bed of mortar.
4. S-115 Clean out concrete from flow channel.  
Re-set casting in bed of mortar.  
Remove and replace cracked concrete sidewalk.
5. S-117 Clean out concrete from flow channel.  
Re-set casting in bed of mortar.
6. S-119A Chimney measures 29-inches, 18-inches is maximum.  
Rebuild manhole to accommodate for the grade change  
with manhole sections and not by increasing the chimney height.
7. S-123 Adjust casting to finish grade.
8. S-118 Move the tree a minimum 5 feet from manhole.  
Buried, manhole was located today.  
Raise the manhole casting to finish grade.

### Sanitary Sewer (Continued)

9. ex. S-103 Remove and replace cracked concrete driveway around manhole casting.

### Water Main

1. H-27 Plumb the valve box.
2. H-29 F.G. to pumper connection 18-inches minimum 32-inches maximum. Hydrant measures 37-inches currently. Adjust hydrant with proper extension, not to exceed 32-inches in height.
3. H-35 Raise hydrant to a minimum height of 18-inches. The hydrant currently measures less than 1 foot from F.G. to pumper connection.  
Raise valve box to finish grade.

### General Issues

1. I noticed grades were changed after the sanitary sewer main was constructed. The workmanship of the adjustment to the manhole chimney was noticeably different than the typical construction of other manholes built by DN Higgins. In the very manholes that were adjusted while constructing the sidewalk or driveway, in both cases the flow channel is blocked with concrete, S-115 and S-117. This issue needs to be addressed ASAP.
2. After the streets in phase 6, 7 & 8 are cleaned I will proceed with the final inspection of the wearing course.

**General Issues ( continued)**

3. NW corner of Carrington and Preston Street, remove and replace the sidewalk ramp.
4. 461 Preston Street, adjust sanitary sewer manhole to finish grade.
5. Remove all filter fabric from storm sewer manholes on Preston Street.
6. Wellington and Bristol, Re-center the storm sewer manhole casting in sidewalk, in doing so, remove and replace one flag of sidewalk.
7. 6936 Wellington, Remove 4x4 bracing inside gate valve and well. Remove and replace one flag of concrete cracked sidewalk.
8. 6936 Wellington, raise the hydrant valve box to finish grade.

