

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, JULY 23, 2012

AGENDA 8-13-12  
ITEM C-1

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

The meeting was called to order at 7:30 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

D. Fisher

J. Smith

P. Cousins

J. Semifero

R. Tell-absent

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Marie Sherry, Finance Director/Treasurer; Carol Jones, Village Clerk; Rhett Gronevelt, Orchard, Hiltz & McCliment; Dan Schlaff, Public Services Superintendent; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – July 9, 2012

Motion Smith; support Cousins to approve the minutes of the Regular Council Meeting of July 9, 2012 as presented.

Unanimous voice vote for approval with Trustee Tell absent

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

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

Unanimous voice vote for approval with Trustee Tell absent

**F. PUBLIC HEARINGS**

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

None

**G. NON-ARRANGED PARTICIPATION**

None

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Washtenaw Area Transportation Study Newsletter

## I. REPORTS

1. Finance Director/Treasurer – Marie Sherry

Ms. Sherry submits her report as per packet. Ms. Sherry gave the following verbal updates:

- We are under budget for the year.
- The final figures for the utilities will be corrected for the final report and the Village is waiting for reimbursement on the Mill Creek Park project.
- Tax statements have been sent out and some have been returned due to the displacement of residents due to the tornado.
- The Special Assessment refund has been taken care of.
- A question was raised on the 15% fund balance.

2. Community Development Manager – Allison Bishop  
4<sup>th</sup> Quarter Report  
Information on Tobacco Free Parks Policy

Ms. Bishop submits her report as per packet. A question was asked regarding the park dedication, who will be putting this on and who will be recognized.

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

None

4. Subcommittee Reports

Economic Preparedness  
Facilities

*Website*-Ms. Sherry reported that she and Ms. Nicholls have started to migrate pages over to the new site from the current site. They hope to have most of this done in a month. Questions were raised on the Farmers Market members missing out on the use of the new site and can we update the current site with information on the market; when will the site be up and running; and who will administer the site.

5. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal update:

- The Dexter Pinckney Sidewalk Project will have a pre-construction meeting on August 1 or 2 and looking to begin construction in mid August.
- Mr. Gronevelt gave an update on the work to be done by the railroad on the Central Street Project and that the scope of work came back at \$80,000 (budget amount was \$20,000). This was referred back to the railroad for a review as much of the scope of work was for work previously done. There has been no response from the division of the railroad that handles signaling. The rest of the Central Street work is going well.
- Water usage ended up a little better than predicted in the 2011-2012 revenues and this is also reflected in sewer usage.
- Downtown landscaping – the seasonal summer employee as well as the Dexter Garden Club have been handling the landscaping so far for now and we are holding off hiring someone for this area.
- Alley work is being done
- In regards to the issue with the Fourth Street Storm Sewer, have the money and will move forward with the project.
- The Wastewater Treatment Plant Loading and Capacity Analysis will be on the next agenda.
- In regards to issues with fireworks – the State of Michigan maybe re-thinking this issue and Ms. Bishop is also working on this item.
- Crack Sealing – Mr. Schlaff gave an update and reported on the issues the staff has had.

#### 6. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough gave the following verbal update:

- Regional Fire – Dexter Township maybe voting on the agreement in August.
- Mentioned concerns and questions from those in the special assessment district from the streetscape project regarding the refunds.
- A visioning meeting was held on July 23 for the Baker Road/Shield Road intersection with the schools. Possibly the Planning Commission could comment on what they would like the intersection to look like.

### **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$157,771.98
2. Consideration of: Contract with Western Washtenaw Area Value Express for Door to Door Service – July 1, 2012 to June 30, 2013 in the amount of \$12,000 (same funding level as 2011-2012)
3. Consideration of: Contract with Western Washtenaw Area Value Express for Community Connector Service – July 1, 2012 to June 30, 2013 in the amount of \$10,000 (same funding level as 2011-2012)
4. Consideration of: Appointment of Becky Murillo to the Parks & Recreation Commission with a Term Expiring June 2015

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

Unanimous voice vote for approval with Trustee Tell absent

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

1. Discussion of: Cityhood Next Steps
  - Receipt of Final Decision and Order Signed by Director of Licensing and Regulatory Affairs
  - Description of Next Steps
2. Consideration of: Planning Commission Recommendations for Amendments to Zoning Ordinance Article 5 – Parking and Loading

Motion Carson; support Cousins per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council approves the amendments to Article 5, Parking and Loading, in order to clarify conflicts in implementation of specific standards and regulations of the Zoning Ordinance and to promote the implementation of the goals and objectives of the Village's Master Plan.

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

Nays: None

Absent: Tell

Motion carries

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

1. Consideration of: Resolution to Tentatively Award the Bid for the Sludge System Improvement Project to AZ Shmina

Motion Semifero: support Smith to approve the resolution to tentatively award the bid for the Sludge System Improvement Project to AZ Shmina.

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

Nays: None

Absent: Tell

Motion carries

2. Consideration of: Bond Authorizing Ordinance to Allow the Village to Borrow up to \$3.3 million from the State Revolving Loan Fund for the Sludge System Improvement Project

Motion Smith; support Fisher to approve the bond authorizing ordinance to allow the Village to borrow up to \$3.3 million from the State Revolving Loan Fund for the Sludge System Improvement Project.

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

Nays: None

Absent: Tell  
Motion carries

#### **M. COUNCIL COMMENTS**

Carson	None
Smith	None
Jones	The banner is up and the T-shirts are in the stores for Dexter Daze.
Semifero	None
Fisher	None
Cousins	On August 10 <sup>th</sup> , the second Yellow Door event will take place to raise funds for public art. Took pictures of a Great Blue Heron art piece up North and have put a deposit down on it and are also looking for a troll sculpture from the same artist. Area residents marvel at Mill Creek Park. Mr. Cousins also spoke about the upcoming Suds on the River on September 13 <sup>th</sup> which is the largest fund raiser for the Huron River Watershed Council and this year it will be held at to former home of Harry Bennett.

#### **N. NON-ARRANGED PARTICIPATION**

Mary Fialkowski, 8055 Forest, Dexter mentioned that she has petitions and that residents are excited about voting on the cityhood proposition. She also spoke about thefts from garages on Forest Street that happened about three weeks ago and that some feel that it may have been those who were working in the area who did this.

#### **O. ADJOURNMENT**

Motion Smith support Cousins to adjourn at 8:32 PM.

Unanimous voice vote for approval with Trustee Tell absent  
Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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



## 2012 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Village Council	8/13/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	8/13/2012	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	8/14/2012	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Webster Township Planning	8/15/2012	7:30 p.m.	Webster Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Washtenaw Area Transportation Study-Policy	8/15/2012	9:30 a.m.	Scio Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Area Fire Board	8/16/2012	6:00 p.m.	Dexter Township Hall	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Dexter Downtown Development Authority	8/16/2012	7:30 a.m.	Senior Center	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Chelsea Area Planning Team/Dexter Area Regi	8/20/2012	7:00 p.m.	TBD		
Dexter Township Board	8/21/2012	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	Joe Semifero
Dexter Village Parks Commission	8/21/2012	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Webster Township Board	8/21/2012	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Dexter Village Council	8/27/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	8/27/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Board	8/28/2012	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	8/28/2012	8:15 a.m.	Chelsea Community Hospital	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	Jim Carson
Dexter Village Arts, Culture & Heritage Comm	9/4/2012	7:00 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Paul Cousins
Dexter Village Planning Commission	9/4/2012	7:30 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Jim Carson
Washtenaw County Board of Commissioners	9/5/2012	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Washtenaw Area Transportation Study-Technic	9/5/2012	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Dexter Area Historical Society Board	9/6/2012	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter District Library Board	9/10/2012	7:30 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	
Dexter Village Council	9/10/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	9/10/2012	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	9/11/2012	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	9/12/2012	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins
Regional Fire Consolidation	9/12/2012	8:30 a.m.	Scio Township Hall		Shawn Keough

AGENDA 8-13-12  
ITEM 4-1

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



2012 Sign Requests

AGENDA 8-13-12  
H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/29-1/9	2-28" x 24"	9/2/2011	8, 22	Historical Society - Civil War Days	5/21-6/4	2-4" x 4"	5/21/2012	1, 5
	Friends of the Library - Book Sale	1/5-1/7	5-18" x 24"	1/22/2011	1, 4, 16, 19, 20	Senior Center - Ice Cream Social	5/25-6/3	5-18" x 24"	5/2/2012	1, 2, 4, 5, 44
	K of C - Quarter Mania	1/9-1/20	5-18" x 24"	1/6/2011	1, 2, 4, 5, 10	Friends of the Library - Book Sale	5/31-6/2	5-18" x 24"	1/22/2011	1, 4, 16, 19, 20
	Encore - Intermittent	1/16-2/26	2-36" x 24"	1/31/2011	15, 16	Historical Society - Civil War Days	5/31-6/11	5-18" x 24"	5/30/2012	2, 4, 5, 10, 44
	Mill Creek - Blood Drive	1/16-1/30	2-18" x 24"	1/20/2012	21	Dexter Soccer Club - Registration	6/2-6/17	5-18" x 24"	5/2/2012	2, 4, 5, 10, 44
February	K of C - Rummage Sale	1/23-2/5	5-18" x 24"	1/6/2012	1, 2, 4, 5, 10	St. Andrews - Rummage Sale	5/25-6/9	5-18" x 24"	5/18/2012	1, 2, 4, 5, 36
	St. Andrews - Monthly Dinner	1/27-2/2	1-36" x 24"	1/23/2012	8	St. James - Concert	6/4/2012	5-18" x 24"	6/4/2012	1, 2, 4, 10, 44
	Friends of the Library - Book Sale	2/2-2/4	5-18" x 24"	1/22/2011	1, 4, 16, 19, 20	Boy Scouts - Rummage Sale	6/20-6/23	2-4" x 4"	5/30/2012	1, 5
	Dexter High Drama Club - Play	2/1-2/12	2-2" x 4"	2/3/2012	1, 3	Community Orchestra - Concert	6/1-6/15	2-3" x 4"	3/2/2012	5, 9
	Little League - Registration	2/9-2/22	5-18" x 24"	2/10/2012	1, 2, 5, 44, 4	St. Joseph - Flea Market	7/2-7/16	4-18" x 24"	7/2/2012	1, 2, 4, 5, 10
March	Varsity Hockey Team - Skate	2/10-2/18	3-18" x 24"	2/1/2012	1, 46	St. Joseph - Parish Festival	7/9-7/23	4-18" x 24"	7/9/2012	1, 2, 4, 10
	Community Band - Concert	2/13-2/26	1-18" x 24"	2/10/2012	1, 3, 5	Peace Lutheran - Bible School	7/10-7/24	1-24" x 30"	7/10/2012	1
	St. Andrews - Monthly Dinner	2/24-3/1	1-36" x 24"	1/23/2012	8	St. Andrews - Ice Cream Social	7/20-8/3	5-18" x 24"	7/12/2012	1, 4, 5, 10, 22
	Friends of the Library - Book Sale	3/1-3/3	5-18" x 24"	1/22/2011	1, 4, 16, 19, 20	Touchdown Club - Golf Outing	7/19-8/3	5-18" x 24"	7/12/2012	1, 5 (2), 44, 45
	Historical Society - Art Fair	3/3-3/17	5-18" x 24"	2/9/2012	1, 2, 4, 10, 5	Family Fun Day - Fundraiser	7/30-8/13	5-18" x 24"	7/30/2012	1, 2, 4, 5, 10
April	Community Orchestra - Concert	3/7-3/18	2-3" x 4"	3/2/2012	5, 9	Friends of the Library - Book Sale	8/9-8/11	5-18" x 24"	11/22/2011	1, 4, 16, 19, 20
	Civil War Days - Volunteer Recruitment	3/16-3/26	5-18" x 24"	3/15/2012	1, 2, 4, 5, 10	Encore Theatre - Intermittent	7/12-8/12	2-36" x 24"	1/31/2011	45
	Peace Lutheran - Easter Egg Hunt	3/22-3/31	1-24" x 30"	3/22/2012	1	Historical Society - Quilt Show	8/1-8/13	2-25" x 32"	7/30/2012	1, 9, 44
	Knights of Columbus - Quartermen	3/26-3/30	5-18" x 24"	3/26/2012	1, 2, 4, 5, 10	St. James - Chicken BBQ	8/1-8/11	2-2" x 2"	8/1/2012	1, 5
	Connexions - Easter Egg Hunt	3/25-4/8	1-3" x 5"	3/14/2012	9	St. Andrews - Monthly Dinner	8/31-9/6	1-36" x 24"	1/23/2012	8
May	Village - Easter Egg Hunt	4/3-4/7	1-2" x 4"	4/3/2012	44	United Methodist - Rummage Sale	9/17-9/30	2-2" x 3"	4/9/2012	1, 2, 4, 5, 10
	Friends of the Library - Book Sale	4/5-4/7	5-18" x 24"	1/22/2011	1, 4, 16, 19, 20	St. Andrews - Monthly Dinner	9/28-10/4	1-36" x 24"	1/23/2012	8
	St. Andrews - Blood Drive	4/2-4/16	2-28" x 24"	9/2/2011	8, 22	Friends of the Library - Book Sale	10/4-10/6	5-18" x 24"	11/22/2011	1, 4, 16, 19, 20
	St. Andrews - Monthly Dinner	4/6-4/12	1-36" x 24"	1/23/2012	8					
	Community Band - Concert	4/16-4/29	1-16" x 24"	2/10/2012	1, 3, 5					
June	United Methodist - Rummage Sale	4/16-4/29	3-18" x 24"	4/9/2012	1, 2, 4, 5, 10	St. Andrews - Monthly Dinner	10/28-11/1	1-36" x 24"	1/23/2012	8
	Dexter Drama Club - Musical	4/23-4/30	1-2" x 4"	4/23/2012	7, 3	Friends of the Library - Book Sale	11/1-11/3	5-18" x 24"	11/22/2011	1, 4, 16, 19, 20
	Village - Arbor Day/ReLeaf	4/27-5/3	5-18" x 24"	4/26/2012						
	Peace Lutheran - Family Fun Day	4/23-5/7	1-24" x 30"	4/19/2012	44					
	St. Andrews - Monthly Dinner	4/27-5/3	1-36" x 24"	1/23/2012	8					
July	St. Joseph - Plant Sale	5/5-5/19	5-18" x 24"	4/19/2012	1, 2, 44, 5, 10	St. Andrews - Monthly Dinner	11/30-12/6	1-36" x 24"	1/23/2012	8
	St. James - Concert	5/7-5/21	2-2" x 3"	4/27/2012	5, 10	Friends of the Library - Book Sale	11/29-12/1	5-18" x 24"	11/22/2011	1, 4, 16, 19, 20
	Community Orchestra - Concert	5/9-5/20	2-3" x 4"	3/2/2012	5, 9	Dexter Lions - Tree Sale	11/23-12/22	1-3" x 4"	8/7/2012	1, 10, 7
	Relay for Life	5/14-5/20	5-18" x 24"	5/9/2012	2, 4, 5, 10, 21					
	Historical Society - Dinner	5/11-5/27	5-18" x 24"	5/11/2012	1, 2, 4, 5, 10					
August	Young People's Theater - Play	5/19-5/22	1-18" x 24"	5/17/2012	44					
	K of C - Chicken Broil	5/18-5/29	5-18" x 24"	5/17/2012	1, 2, 4, 5, 44					
	Dexter Lacrosse - Playoffs	5/23-5/26	5-18" x 24"	5/23/2012	1, 2, 4, 44, 3					
September										
October										
November										
December										

\*\* Dexter Farmers Market will place up to 5 signs on Saturday and Tuesday to advertise for the market

Location Listing: 1 - Baker/Mill, 2 - Central/Mill, 3 - Dexter Ann Arbor/Coealand, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstones, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrior Creek Park Driveaway, 27 - Dexter Flowers, 28 - Terry B's, 29 - 7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33 - Lions Park, 35 - Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink



**DEXTER AREA HISTORICAL SOCIETY AND MUSEUM**

3443 Inverness St. Dexter, MI 48130

Summer 2012 Newsletter

Letter from the President

We have just completed another successful Civil War Days event at Gordon Hall. Thanks to those of you who helped! We still have a long way to go to pay off our mortgage. We will need more fundraisers and help from our members. We have three more years of Civil War Days and will then need to come up with other ideas. Please let us know if you have any good ideas for fundraisers.

Due to the rising cost of mailing our Newsletter, this will be the last one we mail. Those of you who have e-mail will continue to receive the Newsletter four times a year (winter, spring, summer, and fall). It will also be on our web site ([www.dextermuseum.org](http://www.dextermuseum.org)). For those of you who do not have access to a computer, we will have a calling committee to keep you informed of upcoming events.

Starting in January, we will have a new membership form and all members will receive a copy. We must raise our dues in January, so it will be a good idea to pay your dues before then.

I know you will continue to support and attend events at our Museum and Gordon Hall. Our goal is to preserve, protect, and present the history of Dexter. Please help us in this effort.

Bene Fusilier, 734-426-8972

Living History Cemetery Tour

The tour at Forest Lawn Cemetery will be held on Friday, August 10<sup>th</sup> from 5:30pm to 8:30pm. We will be offering 8 stations this year, which will include Judge and Millicent Dexter, Calvin Fillmore, Charles S. Gregory, Harrison Jeffords, Dr. William Wylie, Bruce Waggoner, Edwin Coy and Dennis Warner. The tours will begin at the corner of Grand and Broad Streets (the last entrance). We are asking for a donation of \$5 for adults that will go to the cemetery to support their tree fund. Wear comfortable shoes and come join us to learn about some of our famous residents from the Dexter Area.

DAHSAM Dexter Daze Events  
August 10th & 11th

The DAHSAM Booth

Downtown 9am-5pm Fri & Sat  
*In front of Huron Camera.*

Antique/Collectibles Yard Sale  
and Quilt Show

at Dexter Area Museum  
9am to 6pm Fri & Sat  
\$4 Donation  
*Corner of Fourth & Inverness*

Dexter Living HistoryCemetery Tour

at Forest Lawn Cemetery  
Friday 5:30pm to 8:30pm  
\$5 Donation  
*Corner of Grand and Broad Streets*

Gordon Hall Tour

at Gordon Hall  
Saturday 1pm to 3pm  
\$5 Donation  
*8341 Island Lake Road*

Union Base Ball Club

at Gordon Hall  
Saturday at 1:00pm

Gordon Hall Tour & Tea

On Saturday, August 11<sup>th</sup> from 1 to 3pm we will be providing tours of Gordon Hall. The tour includes stairs to the basement, second floor and the attic. We do have areas to rest if you tire. There is a new script this year incorporating some of the information gathered by James Baldwin Parker for his book. We are asking for a \$5 donation for the tour that goes toward the Gordon Hall mortgage. Tea, cookies, and lemonade will be served on the front porch. There will NOT be a bus this year, so you are encouraged to drive up to Gordon Hall and join us for a relaxed afternoon at the Mansion.

### Antique/Collectibles Yard Sale and Quilt Show

The DAHSAM is pleased to present another Quilt show and yard sale during on August 10 and 11, from 9am to 6pm. The quilt show will feature approximately 45 quilts from the Museum's permanent collection, newly donated quilts from Jean Thomas and her family, and more from friends. An antique Sewing Notions Exhibit will also accompany the show. (\$4 Donation)

### New Book on Gordon Hall Available

The book, by James Parker, *Voices of the Past: The Saga of Gordon Hall* will be available during Dexter Daze at our booth downtown in front of Huron Camera and during the Gordon Hall Tour. The books are \$25 and the proceeds go toward the Gordon Hall Mortgage. Make checks payable to DAHSAM. James Parker will be at Gordon Hall signing his book, a comprehensive collection of information about Gordon Hall and the various persons involved with it through its 169 years of existence.

### Museum Windows Update

If you haven't seen the new protective coverings on the Museum windows on the parking lot side of the building, do make it a point to see these historic windows revealed in all their beauty. Minor repairs and painting of the sashes were finished. This project is possible because of the generosity of our members and supporters. The Museum received a most generous contribution in memory of our dear friend, Beatrice (Bea) Christopherson. This, along with very nice gifts from the Dexter Garden Club, the Heritage Guild and from individual Society members will make more window coverings possible.

The next ones to be re-done are the three at the front of the building facing Inverness Street. Finishing the project will depend on funding available. Any size donation would be greatly appreciated. Just indicate that your gift is to go to the 'window fund'. Thank you.

*The Museum Staff*

### Union Base Ball Club of Dexter

The Union Base Ball team will take the field on August 11 at 1 pm at Gordon Hall. They will be playing the Chelsea Monitors. Let's give them our support.

### Help with our Dexter Daze Events

We are still looking for volunteers for the Booth downtown, the Cemetery Tour and Gordon Hall Tour. Contact Nancy Van Blaricum at 426-2519.

### Heritage Guild Fall Event and News

The Heritage Guild will hold an antique appraisal clinic with DuMouchelles Art Gallery in September or October. Watch for the date. There is always a long waiting list so, if you are interested, schedule an appointment quickly. Contact Sue Scholts at 734-424-9998.

The Heritage Guild contributed funds as a memorial to Bea Christopherson. These funds, together with other donations in her memory, will be used to fund window protectors for the stained glass windows on the front of the museum.

Rusty Christopherson donated many of Bea's crafting supplies, including "Bea's Basket," filled with all the things that Bea brought to every Guild session. We will also be working on a shadow box to display some of Bea's past creations at our next bazaar.

The members of the Heritage Guild have been diligently working to create handmade items to be sold on December 1st, at the annual bazaar. We have been working on some traditional items as well as many new ones. One member has been learning to use a manual-knitting machine. We will be focusing on improving our display of items for sale at the bazaar and would appreciate donations of props that could be used to raise items off the table. Donations of craft supplies, yarn, and holiday fabrics would also be welcomed. Join our team, or donate completed craft projects if you are unable to attend the Heritage Guild meetings. If you have questions or items to donate, please contact Carol Ann Emerick at 734-426-0477 or [cemerick@umich.edu](mailto:cemerick@umich.edu).

**Mark Your Calendar for September 13**

Mark your calendars! Peter from the Dexter Pub has agreed to donate 10% of Thursday September 13th sales to the Gordon Hall Fund.



Norma McAllister passed away on Saturday, March 28<sup>th</sup> 2012. We are reprinting the article written by Nancy (Arnold) Van Blaricum that appeared in the Dexter Leader in 2009.

*Dexter Historian Celebrates 90<sup>th</sup> Birthday*

The Dexter Area Historical Society and Museum is deeply indebted to Norma McAllister who has spent the greater part of her life discovering and recording the history of the Dexter Area. Norma Kolander was born on July 11, 1919 in Ann Arbor, the oldest child of Emil and Eva Kolander. The family moved to a home on Huron Street in Dexter Village in 1922 where Norma and her siblings grew up. Norma graduated from Dexter Union School in 1937. She met her future husband Joseph McAllister while working at the local ice cream parlor and they were married in 1940 and lived in Ann Arbor where their son George was born. By 1949 the family began their travels as Joseph's work as a civil engineer and superintendent of construction took them to Washington, DC, Massachusetts, New York and back to Washington. They then returned to Ann Arbor and by 1957 they had purchased a home on the Huron River, near Dexter.

Norma's return to the Dexter area began a new focus in her life. Her interest in history led her to search for and find information about the Dexter area. She saw the need for a place to house all the different information and articles that had already been accumulating at various places around Dexter. In a September 27, 2001 article in the Dexter Leader, Michelle Rogers states, "In July 1971, the Dexter Area Historical Society was founded with help from former Dexter High School history teacher Frank Wilhelm and McAllister. We decided something had to be done about our history in

this area.' McAllister says." Under their leadership and with a number of other interested persons, the Society came into being and acquired the St. Andrews Church building which was moved to its present location. Soon after the formation of the society, Norma helped organize the celebration of the Dexter Area Sesquicentennial in 1974. She was an integral part of the publication of that event.

In 1987 McAllister wrote a book about Dexter's founder, Judge Samuel Dexter, and his Descendants. Norma has also taped conversations with many of our older citizens, transcribed local cemetery tombstones and helped in cemetery cleanup. She has led walking tours around Dexter, written a number of informative articles for the Dexter Leader and other area publications, and been an active member of St. Andrews United Church of Christ. She was one of the first four Dexter High School graduates inducted into the high school Hall of Fame, was recognized by the American Legion for her efforts in organizing the historical society, and has been rightfully recognized as the Historian of Dexter. She has also taught classes at Greenfield Village on local history, was a guest lecturer at Eastern Michigan University, and in other ways shared her expertise with persons outside the Dexter area. All this and she continued to go through the old Dexter Leaders for information of area families as well as keep up correspondence with many persons who wanted to know about their ancestors or other area information.

Macular Degeneration has slowed Norma in her later years, although she has a wonderful memory and is willing to share her knowledge with all who ask. Grace Shackman, a noted local author has called her "a community treasure." We agree, Norma is truly a "community treasure" and we all thank her for her devotion to her family, church, and the people of Dexter and to the Dexter Area Historical Society and Museum.

Norma's legacy lives on with her collection of family histories and histories of merchants, buildings, cemeteries and other historical data she has shared with us. Thank you, Norma.

Nancy VanBlaricum

## Christmas Bazaar Bake Sale Hotz

Last Christmas there was not as many baked goods donated to the Bake Sale. "Tasty treats" are always so popular, and without the Pioneer Art Fair this year, those usual profits were truly missed. Your contribution this year will be so much appreciated!

## Christmas at the Mansion 2012

Christmas at the Mansion, Dec. 1<sup>st</sup> & 2<sup>nd</sup>, is currently in the planning stages. Many local businesses have shown interest in decorating rooms once again this year. The 2 large rooms have been spoken for, as well as the front porch, front staircase and a prospective interest in the back porch. Our hope is our local schoolteachers and museum staff will decorate the schoolroom and Judge Dexter's quarters. We may possibly decorate with a theme this year.

Local businesses and organizations are being approached to use the festively decorated Gordon Hall for their holiday functions during the week of December 3-7, for a fee of course. Another idea is to hold a holiday tea on Saturday Dec. 8, also for a fee. The Heritage Guild has graciously volunteered to sell their residual unsold crafts from their Dec. 1 Bazaar at the Gordon Hall function on Sunday Dec. 2. We are very aware of the cost to heat this great hall, so our efforts are being limited to one week. We are very excited about this project and looking forward to earning funds to apply to our mortgage. Please contact Julie Knight (426-4961) or Terry Stacey (426-2132) with questions or suggestions.

## Luther Boyden's Arrival in Michigan

Luther Boyden made a wagon with wheels whose hubs were 16" thick at the spokes and the tires 6" wide, which he brought with him from Mass. to Michigan in 1830. It was used mainly for drawing hay off the marshes to feed the livestock.

## Future Newsletters

This is the last newsletter to be mailed by "postal mail." Please make sure we have your correct e-mail address. Send to [dexmuseum@aol.com](mailto:dexmuseum@aol.com).

## Board Members

### DAHS&M 2012 Officers and Board of Directors

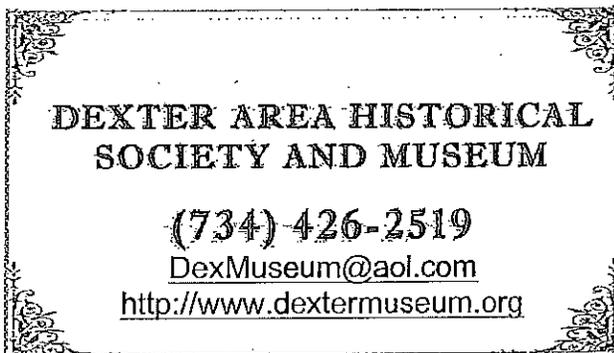
President	Bene Fusilier	426-8972
Vice-Presidents	Jim Smith	426-8885
	Bev Hill	426-4767
Treasurer	Julie Knight	426-4961
Secretary	Sharon Wheeler	878-3530
Past-President	Gil Campbell	476-6263

## Representatives

Dexter Schools	Sybil Van Houten	426-8928
Dexter Township	Brian Diskin	323-3491
Lima Township	Neil Adams	426-5086
Sciø Township	Ina Germain	426-2079
Webster Twp	Jan Russell	426-4347
GH Mgt. Team	Paul Bishop	476-0515

## Museum Co-Directors

	Nina Rackham	426-2494
	Alice Pastalan	810-231-2511
Genealogist	Nancy Van Blaricum	426-3341
Graft Coordinator	Carol Ann Emerick	426-0477
Heritage Guild Prés	Cindy Heres	426-0973



## Katharine Dexter McCormick Society

It is written in two books about Gordon Hall that Katharine Dexter McCormick's wishes were that her Grandfather's homestead be used for local women's clubs as well as other organizations. There is some interest in forming a local women's club or society to fulfill her wishes. We would meet monthly at the hall hosting speakers, lecturers and researching the history of the Dexter family. A monthly host could also serve refreshments. We would charge a membership fee. This is another way to add income to our needy Gordon Hall fund as well as having the hall utilized and visible in the community. Please contact Terry Stacey (426-2132) or Julie Knight (426-4961) if you are interested in this venture and/or have suggestions.

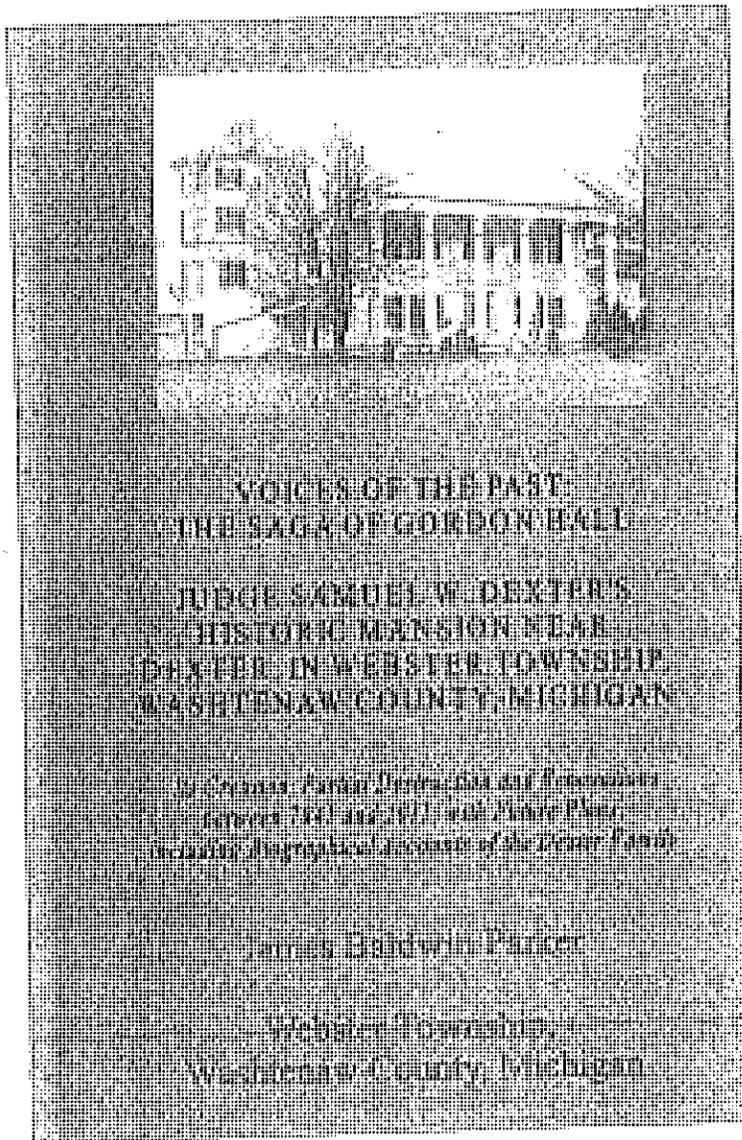
# The Dexter Area Historical Society and Museum

Presents

## VOICES OF THE PAST: THE SAGA OF GORDON HALL

By James Baldwin Parker

This hardbound book is 6" x 9" in size, 416 pages in length including an index, with more than 200 photographs and illustrations, and with numerous appendices including the Dexter family genealogical lineage.



Available at the  
Dexter Area Museum

\$25 each

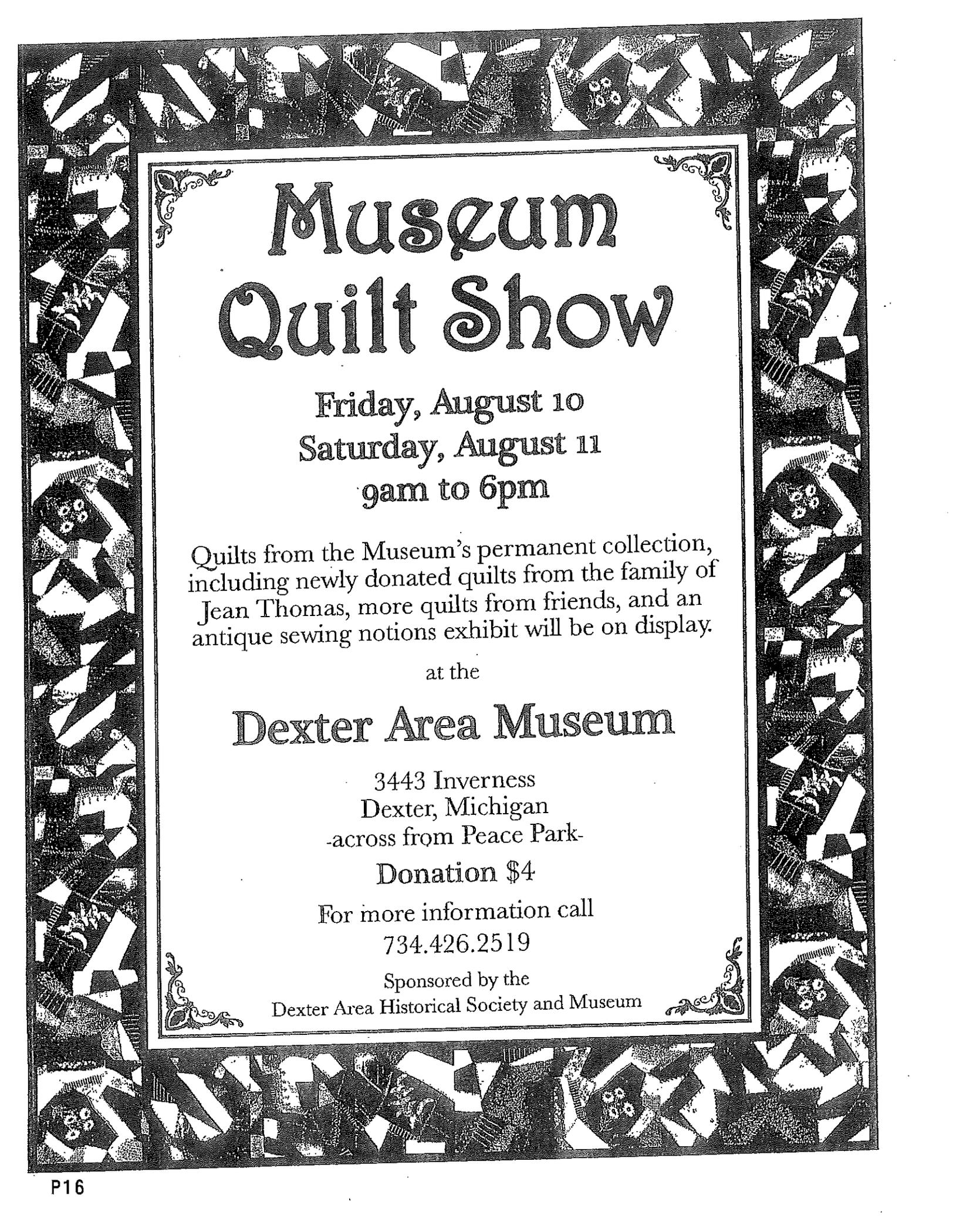
Make checks payable  
to DAHSAM

Proceeds go to  
support Gordon Hall

To purchase by mail, please send a  
check to DAHSAM for \$30  
(\$25 + \$5 for shipping and handling) to:

Dexter Area Historical  
Society and Museum  
3443 Inverness  
Dexter, MI 48130

Museum open  
Friday and Saturday 1:00pm to 3:00pm



# Museum Quilt Show

Friday, August 10  
Saturday, August 11  
9am to 6pm

Quilts from the Museum's permanent collection, including newly donated quilts from the family of Jean Thomas, more quilts from friends, and an antique sewing notions exhibit will be on display.

at the

## Dexter Area Museum

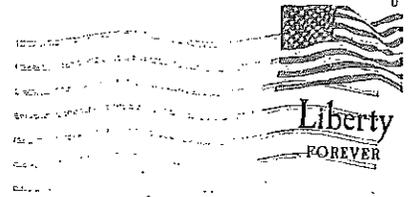
3443 Inverness  
Dexter, Michigan  
-across from Peace Park-

Donation \$4

For more information call  
734.426.2519

Sponsored by the  
Dexter Area Historical Society and Museum


  
**Dexter Area Historical Society & Museum**  
 3443 Inverness Street  
 Dexter, Michigan 48130  
*Membership expiry date is located on your mailing label.*  
*Our new website is: [dextermuseum.org](http://dextermuseum.org)*



Postmaster,  
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Org  
 Village of Dexter  
 8140 Main St  
 Dexter MI 48130

48130\$1092 C002



**Dexter Area Historical Society & Museum** 3443 Inverness Street Dexter, Michigan 48130

Please check type of Membership:

(  New or  Renewal ? )

- Student \$1.50
- Individual \$10
- Family \$15
- Business \$25
- Patron \$50 and up
- Life \$150

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Twp: \_\_\_\_\_

Email: \_\_\_\_\_

Date:



I would like to donate: \_\_\_\_\_  
for: \_\_\_\_\_

Active  Inactive

Please indicate your areas of interest:

- |                                       |                                      |                                       |                                      |
|---------------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Archives     | <input type="checkbox"/> Docent      | <input type="checkbox"/> Newsletter   | <input type="checkbox"/> Research    |
| <input type="checkbox"/> Artifacts    | <input type="checkbox"/> Fundraising | <input type="checkbox"/> Oral History | <input type="checkbox"/> Restoration |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Genealogy   | <input type="checkbox"/> Photography  | <input type="checkbox"/> Writing     |
| <input type="checkbox"/> Displays     | <input type="checkbox"/> Gordon Hall | <input type="checkbox"/> Programs     | <input type="checkbox"/> Workshops   |
|                                       | <input type="checkbox"/> Membership  | <input type="checkbox"/> Publicity    | <input type="checkbox"/> Other       |

Please make a check payable to **The Dexter Area Historical Society and Museum** and mail to the address above. A membership card will be sent to new members upon receipt of your dues.

734.426.2519

[dexmuseum@aol.com](mailto:dexmuseum@aol.com)

[www.dextermuseum.org](http://www.dextermuseum.org)





## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: August 7, 2012

### Park Updates

**Mill Creek Park Project Update** – Grand Opening Scheduled for Saturday, August 11<sup>th</sup> at 11:00 am, immediately following the Dexter Daze Parade. There are a number of activities planned in the park for Dexter Daze, including a Village information booth, Colton Bay Outfitters Fly Casting demonstrations, Hunters Creek Dog Training Demonstrations, and Mystic Rods Casting Demonstrations.

**Mill Creek Park Construction Update** – Construction of the stairway to the library should be completed by September 1 according to the contractor. Railing installation along the boardwalk should be completed by Friday, August 10<sup>th</sup>, the ADA ramp railing will not be completed likely until September 1<sup>st</sup>, soil erosion and MDEQ permits are in the process of being closed out. Staff is working on submitting the final reimbursement to the Michigan Natural Resources Trust Fund following our receipt of pay application #8. Staff will also submit for reimbursement from the Waterways Grant following completion of the few remaining items related to the Waterways Grant.

**Mill Creek Signage** – The 5 interpretive signs slated for installation within the park are in the final stages of review and fabrication. Installation will likely occur in 6-8 weeks. Construction and installation of the stone base kiosks is also underway, but will likely be installed after the interpretive signage.

**Timber Borders** – Staff had been working with local contractors to get timber borders installed around the play equipment in Mill Creek Park north. Timbers borders will help keep the play area free of grass, clean up the look of the park and make maintenance of the park easier. Staff has secured a \$1,000 donation for the project from Comcast. Comcast had previously contacted the Village about a project a group of employees could perform, but opted to provide a cash donation instead.

**B2B Trail at Central Street DPW**– Staff is continuing to meet with County Parks to coordinate construction of the Segment D1 of the B2B. The County has indicated that construction will likely commence after Labor Day and will be completed before Thanksgiving. Phase 1 will start at Dexter Huron Park and head west towards the Village approximately 2000 lineal feet. Phase 2, completion of Segment D1 from Dexter Huron Park to Central Street will likely start in Fall 2013.

## Planning Commission

**Article 7, Sign Regulations** – The Planning Commission discussed Article 7, Sign Regulations again at the August 6<sup>th</sup> meeting. The plan is to create a subcommittee to attempt to work through some of the challenges with the ordinance; however there is not an immediate desire to do so.

**Dexter Crossing Commercial Outlot Concept** – Attached is a memo from staff to the Planning Commission on Dexter Crossing. The new owner, Oxford Properties, is interested in developing the outlot and had requested feedback from the Planning Commission. The Planning Commission discussion include, but was not limited to the following: the need for additional activity to attract tenants, lack of activity killing existing businesses, buildable and leasable building depth needs are 80 feet, current lot configuration only allows for a 30 foot deep building, there are currently 48 additional parking spaces shown on the plan, timeline for submittal could be weeks or months, applicant does not currently have a tenant, applicant looking for anchor tenant, parking in front of building, parking shows activity at center, great pedestrian improvements shown, consideration of enlarging open space, and consideration for possible outdoor seating. Since the current PUD is expired staff is working with Planning Consultant Doug Lewan to determine what the next steps will be for the applicant, including extension of the PUD, amendment of the PUD, submittal of a new area plan or revocation of the PUD. A memo will be provided to Council upon receipt. Action may be necessary at the August 27<sup>th</sup> meeting.

**Tasting Room Definition** – The Planning Commission will hold a public hearing on September 4, 2012 to add the following definition to Article 2, Definitions, of the Village of Dexter Zoning Ordinance: Tasting room: An establishment that allows customers to taste samples of wine, beer or other alcoholic beverage manufactured on site or that has a State of Michigan issued liquor license as a tasting room. A tasting room may include wine, beer, or other alcoholic beverages and related item sales, marketing events, special events, entertainment, and/or food service. Establishments that are classified but the State Liquor Control Board as bars, nightclubs, taverns, restaurants or Class C liquor licenses are not included within this definition.

## ZBA

**3360 Edison Street** - The ZBA will meet on August 20<sup>th</sup> to review a setback variance request submitted by Lisa Phillips for 3360 Edison Street. The applicant has requested a variance from the setback standards to permit an addition on the current home.

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



## Memorandum

To: Planning Commission  
Donna Dettling, Village Manager

From: Allison Bishop, AICP, Community Development Manager

Re: Dexter Crossing Commercial Center  
Oxford Properties Introduction and Conceptual Outlot Development

Date: August 1, 2012

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Oxford Properties recently purchased the Dexter Crossing Commercial Center. The commercial center is located at the corner of Dexter Ann Arbor Road and Dan Hoey Road in the Village of Dexter. The center consists of approximately 68,000 square feet of retail and office space built in approximately 1998. At the current time the occupancy in the center is approximately 50%.

Oxford Properties has met with staff to present a concept for the development of the outlot in the Dexter Crossing Commercial Center. Staff provided the included site plan via email on July 20, 2012.

The original site plan and PUD (Planned Unit Development) was approved with 2 outlots, however there was a subsequent change upon the sale of the Country Market portion of the property. The current outlot is located at the corner of Dan Hoey and Dexter Ann Arbor. The outlot approved on the original site plan is not buildable under the current configuration because of the depth of the lot. The applicant is hoping to utilize the outlot in a slightly different configuration.

Oxford Properties is currently reviewing development of the outlot and wanted to present the concept to the Planning Commission for feedback, to give a brief overview of who they are, what their future plans are for the development and to give an overview of the site improvement desires, new building, parking configuration, and pedestrian amenities and access.

The current PUD has expired and all obligations for the original PUD have been met by the developer named in the agreement. Because the PUD is expired and there are no outstanding obligations it is not necessary to transfer the PUD to the new owner.

Staff is currently working on a memo to outline the process for the applicant moving forward with site plan approval given the PUD. Additional information will be provided at the meeting.

Please note that no action is being requested at this time, the item is for discussion only since the developer has not formally submitted any applications.

Please feel free to contact me with any questions.

Thank you.



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

**MEMO**

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

Phone (734)426-8303 ext 11 Fax (734)426-5614

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: August 8, 2012**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of August 13, 2012**

1. Meeting Review:

- July 23<sup>rd</sup> – Dexter Community Schools re: Shield Road @ Baker Intersection
- July 23<sup>rd</sup> – ASTI – 3045 Broad Street Environmental
- July 24<sup>th</sup> – OHM Project Update Meeting
- July 25<sup>th</sup> – SEMCOG Member Outreach
- July 25<sup>th</sup> – Farmer's Market/Community Garden Committee
- July 30<sup>th</sup> - Central Street Progress Meeting
- August 1<sup>st</sup> – B2B Trail Coordination re: Central Street
- August 1<sup>st</sup> – Pre-Construction Meeting re: Dexter-Pinckney Sidewalk
- August 2<sup>nd</sup> – Luke Bonner of SPARK
- August 3<sup>rd</sup> - Central Street Progress Meeting
- August 7<sup>th</sup> – Kristen Delaney- Safe Routes To School Coordinator
- August 7<sup>th</sup> – Art Selection Committee Meeting
- August 7<sup>th</sup> – ACH Committee Meeting
- August 8<sup>th</sup> – Regional Fire Committee
- August 8<sup>th</sup> – ASTI re: 3045 Broad Street Environmental

2. Upcoming Meeting Review:

- August 14<sup>th</sup> – 5H Dexter Coalition
- August 16<sup>th</sup> – SRF Loan Close Conference Call
- August 17<sup>th</sup> – Central Street Progress Meeting

3. Dexter-Pinckney/Island lake Road Sidewalk Update. A pre-construction meeting was held on August 1<sup>st</sup>. Temporary construction signage and miss dig activity will occur the week of August 6<sup>th</sup>. Actual construction will start the week of August 13<sup>th</sup> after Dexter Daze. The project will be substantially complete August 31, 2012. Intermittent and short (5-10 minute duration) lane closure with flaggers will occur in the construction area, but two-way traffic will be maintained on this project. Dan Schlaff requested a work change directive to adjust several utility manholes and a hydrant. The project required a storm culvert in the ditch where the sidewalk crosses Dexter-Pinckney. This culvert will be extended and the manholes and hydrant raised to protect them from stormwater infiltration and allow better access to this infrastructure. I will provide the cost and how to cover the cost at the meeting.

4. New Employee. **Attached is a copy** of the long version of the job posting for a new full-time employee. The 2012-13 budget includes funding for a new full-time employee paid from the water and sewer funds. Dan Schlaff needs another employee with skills in water

and sewer operations to provide added depth to his ability to cross-train all employees. To complete the selection process, I am using a similar format as last year when we hired Scott. Dan will be working with the skills and talents of all the employees to efficiently achieve work activities in support of the priorities and goals established by Council.

5. 8150 Main Street Lease. Bart Aniolezyk closed Jake's BBQ the week of July 23<sup>rd</sup>. The lease has been terminated effective August 1, 2012. Rent was paid for July. I'd like to recommend that Council consider renovating the property for public restrooms and support obtaining competitive bids for Council review and approval.
6. Board of Review. Marie Sherry received the "Board of Review Minutes" and informed me that Dexter Fastener was successful in getting their Taxable Value reduced \$3.8 million for the current tax year. This will result in a reduction in taxes of; \$37,892 general fund, \$11,126 streets fund and \$3,217 GO Bond.
7. Baker at Shield Discussion. **Attached are notes** from the meeting held on 7-23-12 between village of Dexter and Dexter Community Schools to discuss options and opportunities for the Shield at Baker intersection.
8. 7651 Dan Hoey Farm House. **Attached is a letter** we received from Elaine Webb when we purchased the 4 acre farm house on Dan Hoey. Council had discussed the possibility of razing the house and securing a bid for demolition. I contacted Ms. Webb to let her know that the Village has not formalized a plan for the property, but is possibly looking to tear down the house. She is still interested in buying just the house back on a small amount of land. I also received a **letter from Erica Whiting about renting the home**. The property is not zoned residential, so a rezone would be necessary if the house were returned to a residence. I included a copy of the zoning map with the 7651 Dan Hoey marked. I don't recommend a rezoning to allow this to be used as residential, and suggest that a bid to tear down the house would be a next logical step.
9. Upcoming Bids. Staff is working on two bids that will be released in the next week. The first is for wastewater treatment and water treatment chemicals. This will be for a three year contract. The second is for the sidewalk work at Meadowview and York that was budgeted for this fiscal year. This intersection (**see attached map**) will be brought into compliance with the Americans with Disabilities Act. The concrete bid will also include addition of the sidewalk in front of 7390 Ann Arbor Street and flags between 8372 and 8368 Parkridge. Both bids will be listed on MITN and mailed to local/current suppliers.
10. Michigan Ovarian Cancer Alliance MIOCA. **Attached to my report are a newsletter** and a request from the "Turn the Towns Teal" awareness campaign. Linda Schairer has requested permission to tie teal ribbons on lamp post from the Main Street Bridge to Main at Baker. The ribbons would be put up the first week of September and removed the week of September 17<sup>th</sup>. **Since we don't have a procedure for this type of request, I'm looking for support to sign the attached letter.**
11. Central Street Project Update. Curbs will be placed on August 6<sup>th</sup>. Sidewalks and other concrete work will be completed the week of August 6<sup>th</sup> and week of August 13<sup>th</sup>. We are working with residents in the project area on access during the concrete cure times.

The first course of asphalt is planned for August 15<sup>th</sup>. The sanitary sewer work is currently underway. Concord is confident that that project will be substantially complete by September 4<sup>th</sup>, the start of school.

12. Art Selection Committee. The Art Selection Committee met on August 7, 2012 and voted to recommend the blue heron sculpture to Council for approval. The proposed location will be discussed with the Parks & Recreation Commission at their August meeting. The recommendation will be on the Council agenda on August 27, 2012.
13. Alley Work. Knight's Excavating has substantially completed the alley work at Grand/Forest/Baker/Broad and Hudson/Inverness/Main/Forest. The final alley to be completed is parallel to Broad east of 5<sup>th</sup> Street.
14. Crack Sealing. DPW crews will finish Westridge this week weather permitting and will move to Dexter Crossing by the end of the week. We are almost out of the material purchased last year, and we've taken delivery of two more pallets of material.
15. Dexter Relief Fund. To date the Dexter Relief Fund has received \$331,715 in donations. Disbursements have been made in the following ways: gift cards to families in the first days after the storm - \$3,500; reimbursement to schools for gas cards for families to transport displaced children - \$3,095; assistance with tree removals on private property - \$16,539; and direct assistance to those impacted - \$203,367. The amount remaining in the fund will be used for the free camp for Dexter kids that will run the first two weeks in August, continued efforts to help residents remove stumps and tree planting. The fund was approached by the Dexter Rotary, who has expressed an interest in coordinating a replanting effort for next spring.
16. Farmers Market. Melissa Kesterson is working with the 5 Healthy Communities Committee's "eat better" Committee. She would like to include assistance to the Farmers Market as part of the intervention they are creating. Some of the items staff has talked with her about included for funding: advertising, events and the cost of the phone line for the Bridge Card. These suggested items will be included as part of the larger plan that will be submitted to the Chelsea Wellness Foundation for funding.
17. Central Street Railroad Update. **Attached is a copy** of an agreement between Norfolk Southern Railway Company and the Village of Dexter. This is the second attempt from NSR Company, as the first version of this agreement was \$87,000.00 estimate for the work to be performed by Railway in connection with the Public Crossing. This version has the estimate at \$37,707.00 see item two at the top of page 2 of the agreement. OHM is still working with NSR to better understand the improvements proposed in the agreement prior to bringing this item to Council for approval. The Central Street Project contained a force account for this work valued at \$20,000.
18. Water Main repair on Ann Arbor Street. On Monday afternoon, August 6<sup>th</sup> a water main leak was discovered on Ann Arbor Street. Knight's Excavating was called in Monday to make the emergency repair. Water customers on Ann Arbor Street were without water for several hours, but water service was completely restored Monday evening. The road repair will be completed on Thursday, the 9<sup>th</sup> prior to Dexter Daze.

**Public Utility Operator  
Village of Dexter**

The Village of Dexter is seeking a Public Utility Operator. The position works day shift hourly and a rotation schedule with other operators to cover weekends. The operator will perform technical, semi-skilled and labor work in the operation, maintenance and repair of equipment and machinery in our wastewater treatment plant and water treatment operations. Responsibilities involve testing and sampling water/wastewater, interpreting lab data for process control, and maintaining pumps, transmission systems and plant equipment. Cross-training in all aspects of Department of Public Works, Street Division will be expected for this position.

Dexter's Wastewater Treatment Facility is a Conventional Activated Sludge process with tertiary filtration, and an average daily treatment design flow of 580,000 gallons per day and a peak design flow of 1.3 million gallons per day. The Water System is a ground water well system, consisting of 5 wells, with iron filtration, and a firm capacity of 800 gallons per minute.

Preferred Qualifications:

- Three to five years experience as an operator in a wastewater treatment plant or comparable work experience.
- A Michigan Class "C" Wastewater Treatment Plant Operator License, or the ability to acquire license within 18 months of employment.
- Michigan Class D3 and S3 Licenses, or the ability to acquire either license within 18 months of employment.

Requirements:

- A valid Michigan driver's license with a good driving record. A CDL is preferred.
- Able to respond to emergencies, including those that occur outside of normal business hours.
- Proof of certificates and a drug test.

Physical Demands and Work Environment:

- Candidates must be able to climb steps, create reports, bend, stoop, lift and pull (up to 75 lbs).

Qualified Candidates should mail their cover letter, resume, wage history and three references to:

Village of Dexter  
Attn: Donna Dettling  
8140 Main Street  
Dexter, MI 48130

Applications accepted through August 31, 2012 with a target hire date of October 1, 2012. Position open until filled. The Village of Dexter is an Equal Opportunity Employer.

## Donna Dettling

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**Subject:** FW: Notes from 7/23/12 Meeting between Village of Dexter and Dexter Community Schools

All,  
Here are my notes. Please make changes as you see fit and I will incorporate.

- Dan Hoey/Baker -
  - probably need to buy the house on the SE corner in order to do a roundabout.
  - the cemetery would be willing to cooperate in extending the sidewalk down Dan Hoey all the way to Baker
  - Large truck traffic is unsafe at that intersection when turning East onto Dan Hoey
- CAP DART - might be an opportunity to get federal funds
- Lexington/Dan Hoey -
  - the grade on the crown of the road makes it hard to cross Dan Hoey at that point.
  - DAPCO will put a cross walk on their property down to the Industrial Park intersection
  - Property next to Lexington may be sold to Morning Star day care and they would like a crosswalk to connect Lexington by sidewalk to the walkway that would be built in front of DAPCO
- Need a traffic study
  - maybe WATS could fund that
- Need to look for opportunities to use Dexter Wellness Coalition funding
- Need to look for ways to utilize Safe Routes to School
- School Goals:
  - safe routes for getting kids to school
  - alleviating traffic problems
  - maintaining/improving athletic resources
- Village Goals:
  - Need to get input from the planning commission
  - Walk-a-Bout Creek may be a partner
  - Improving the pedestrian movements by adding sidewalk connectivity and crosswalks at the intersection including sidewalk along Dan Hoey
  - Potentially improving the image of the intersection as it is the southern entrance to the Village
  - Improving truck turning movements from Baker onto Dan Hoey

December 14, 2009

Mr. Shawn Keogh  
Ms. Donna Dettling  
Village of Dexter  
8123 Main Street  
Dexter, MI 48130

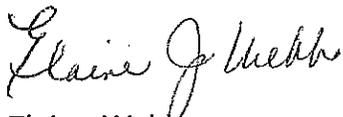
Dear Shawn and Donna,

I would like to make you aware that since the home on Dan Hoey was my family home, I would like an opportunity to repurchase the home on a smaller amount of land. This could be with approximately one-half acre or whatever amount would be needed to necessitate the sale.

If the Village has any interest in the property located at 7961 Grand Street on 1.33 acres backing up to Mill Creek, I would be willing to entertain a trade for the home on Dan Hoey for that Grand Street property. Alternatively, I would also be willing to purchase the home on a small lot with cash. My preference would be to purchase the home now, but I will wait if that better suits the Villages needs as they plan for the use of the property.

Please keep this in mind as the Village proceeds with its plan for the property on Dan Hoey. If you have any questions, please feel free to contact myself or Cindy Glahn (caglahn@aol.com/734-476-9562).

Sincerely,



Elaine Webb  
42610 Ravina Lane  
Northville, MI 48168  
734-420-3076

Donna Dettling  
Dexter City Manager  
8123 Main Street  
Dexter, MI 48130  
734.426.8303

Erica Whiting  
3268 Central Street  
Dexter, MI 48130  
734.660.4873  
[whierica@gmail.com](mailto:whierica@gmail.com)

My name is Erica Whiting, daughter of Ron and Loretta Motsinger, and lifetime resident of Dexter. Recently, I discovered the vacant home at 7651 Dan Hoey Road while visiting the Dexter Community Garden. I understand that the City of Dexter cannot turn this address into a permanent dwelling unless it becomes attached to the city water and sewage lines. I also understand that the work involved in getting the house to a rentable condition would be quite extensive under normal circumstances. I would like to propose that the City of Dexter declare 7651 Dan Hoey Road a temporary dwelling residence in with the understanding that it will be rented in "as is" condition.

As you know, this home is beautiful with original wood work and flooring. It has withstood the test of time, but that time is slowly coming to an end. There have been infestations, the paint is falling off of the exterior, the porch is becoming unsafe, the out buildings are overgrown with trees, surely invading their fragile foundations. With the house sitting empty, no one is immediately aware of any problem occurring which makes the damage extensive and costly to the City of Dexter.

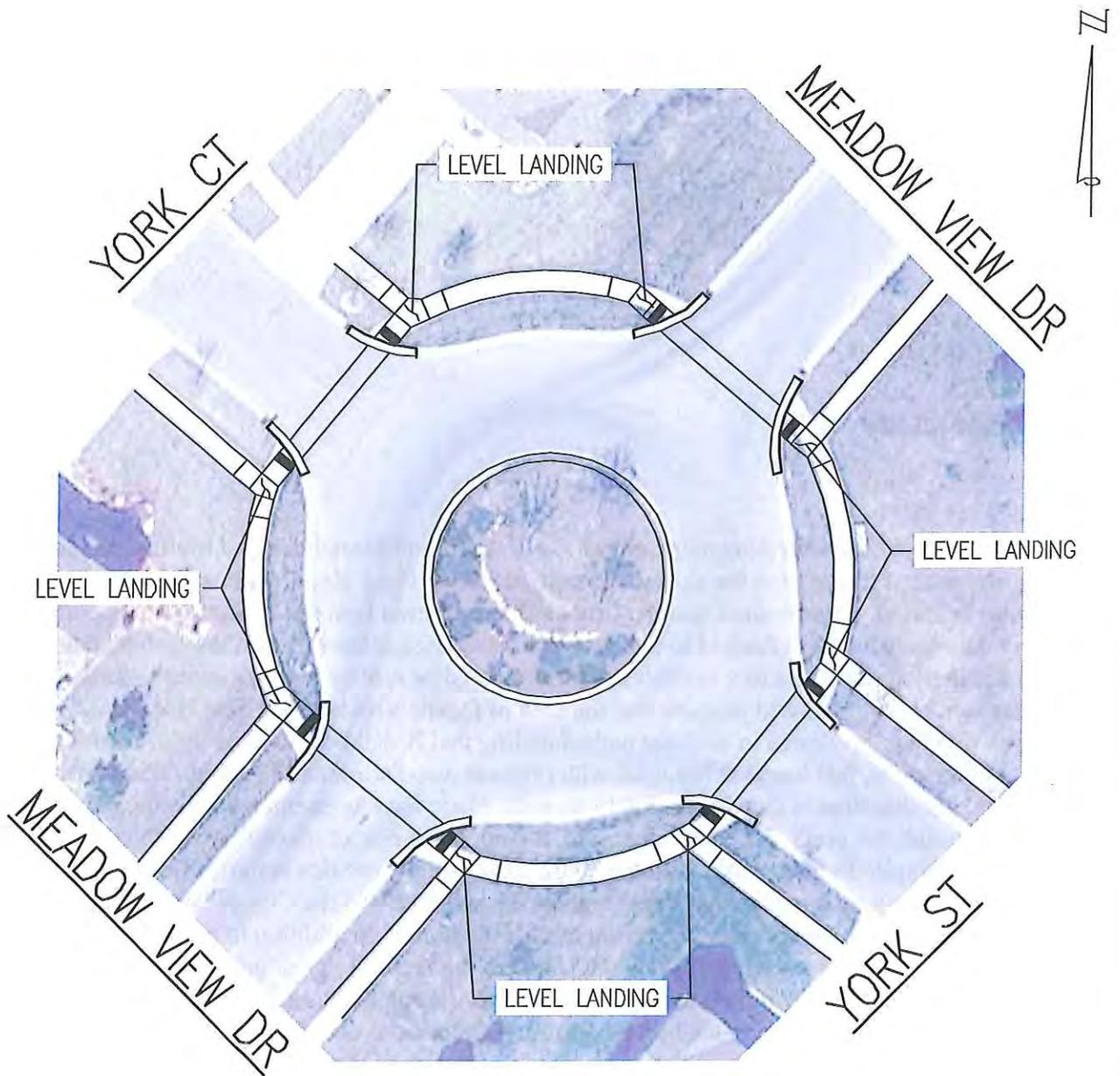
I would like to offer \$1000 rent per month for the home. In addition to paying rent, I would be willing to do renovations myself including wall and ceiling repair, interior and exterior painting, cleaning, and minor electric and plumbing. I will supply all appliances with the exception of a furnace. I would clean the outbuildings as well as the surrounding areas of debris and overgrowth. I would trim the trees and repair or replace loose boards around the exterior of the house.

I understand that at some point, this home may be torn down which is why there isn't much will to renovate the house. I feel that if I were to live there for the next year or two while finishing my degree at U-M, the City of Dexter would benefit. The home would generate some money from the rent being paid, renovations would be made for no cost, and there would be no more costs for problems such as infestations, etc. At the very least, the house could be taken care of until a decision to tear it down is reached.

I have many local references available if the Board has any interest in my proposal. There are many details that I would like to have the chance to discuss if there is any chance that this could work. I will be in Ghana, Africa until August 25 but can be reached at the above email address. Thank you very much for your time and consideration on the matter.

Best,

Erica Whiting



**NOTES**

1. CONTRACTOR SHALL REMOVE AND REPLACE 20 FEET OF MOUNTABLE CURB AND GUTTER AT EACH CROSSING.
2. CONTRACTOR SHALL REMOVE SIDEWALK AS NECESSARY TO INSTALL TYPE "R" RAMPS PER MDOT STANDARD PLAN R-28-G (SIDEWALK RAMP AND DETECTABLE WARNING DETAILS).
3. A LEVEL LANDING (CROSS SLOPE 1.5% X 1.5% MAX) SHALL BE PROVIDED FOR EACH RAMP.

GENERAL SERVICES  
 HURON FARMS ADA RAMPS  
 SCHEMATIC PLAN  
 1

SCALE  
 H: 1"=40' V: 1"=2'  
 SHEET  
 1  
 1



VILLAGE OF DEXTER

0130-12-0011

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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# Turn The Towns Teal<sup>®</sup>

An Awareness Campaign for Ovarian Cancer

Dear Administrator:

*Turn The Towns Teal<sup>®</sup>* is a campaign to create awareness of ovarian cancer and its symptoms. It consists of volunteers tying ribbons (which are biodegradable & made in the USA!) primarily in town centers and providing stores, health clubs, spas, libraries, etc. with symptom cards and information pertaining to ovarian cancer. We do this in September which is National Ovarian Cancer Awareness Month.

Ovarian cancer is often referred to as “**The Silent Disease**” as its symptoms are often vague and subtle. There is NO early detection test for ovarian cancer which is why we NEED women to be aware of the known symptoms. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95% which is why this awareness campaign is so very, very critical.

I am asking you to grant permission for our volunteers to tie ribbons in the center of your town. Additionally, we know that individuals are going to be tying ribbons on their mailboxes and sign posts on their own private property. For more impact, we're going to have lawn signs (similar to political signs) stating that September is Ovarian Cancer Awareness Month. The ribbon & sign campaign will begin on or about September 1st, and your town volunteer (and/or group) will be removing the materials on or about September 30, 2012.

**Thanks to the support of towns & cities like yours, we ARE saving lives with this campaign.**

Your signature on the bottom of this letter will indicate your permission for our campaign. Kindly return the signed letter to your Teal Volunteer whose name & address are listed below. If you have any questions, please email me at: [info@turnthetownsteal.org](mailto:info@turnthetownsteal.org)

Most sincerely,

Jane B. MacNeil

President

---

**MAYOR / TOWN OFFICIAL**

**TOWN/STATE**

**Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.**

---

**VOLUNTEER NAME**

Linda J. Schairer  
734-913-3146 Work Number

**CONTACT INFO**

7799 Kookburra Ct. Apt. 205  
Dexter Mi 48130

P.O. Box 65, Brookside, NJ 07926

(973)543-2523

[info@turnthetownsteal.org](mailto:info@turnthetownsteal.org)

[www.turnthetownsteal.org](http://www.turnthetownsteal.org)

**From:** mioca.org@gmail.com  
**Sent:** Tuesday, June 05, 2012 10:05 PM  
**To:** linda.schairer@truvenhealth.com  
**Subject:** News from Michigan Ovarian Cancer Alliance

Having trouble viewing this email? [Click here](#)

## MIOCA News

Inaugural Newsletter, Spring 2012

### Meeting with Senator Stabenow's staff

Alex Scheff, Senator Debbie Stabenow's Health Policy Legislative Assistant, made his annual visit to Michigan last month to meet with a select few constituent groups, which included MIOCA. Pam Dahlmann, Marcie Paul, Peggy Pitt and Terrie Karebian represented us at the meeting. Barb McCallahan, Senator Stabenow's Director of Community Affairs also attended.

We discussed several issues of critical importance to women with ovarian cancer. This included federal research funding and the national shortage of some life saving medications (chemotherapy and anesthesia) required to treat ovarian cancer.

One legislative attempt to help mitigate the drug shortages is the reauthorization of the Prescription Drug User Fee Act, which Congress passed at the end of May and Senator Stabenow supported. It has new provisions that improve the FDA's inspection process for foreign manufacturing facilities and calls for advance notice of potential shortages.

However, we discussed how some problems would likely remain and that it is important to keep attention on the issue. For this reason we will continue to work with the Alliance and the American Cancer Society to ensure government responsiveness, but we need your help. Please continue to tell your legislators how these shortages are threatening patient care and, by sharing your story with us, we can help make sure Congress hears your voice.

Regarding research funding, we thanked Senator Stabenow for responding to our call to sign onto the Menendez-Snowe letter requesting an increase in DoD funding for FY 2013. But we also talked about the need to continue to contact Congress throughout the appropriations process to ensure the final budget contains the \$20 million funding level.

Alex indicated that Senator Stabenow would again sponsor a resolution designating September as Ovarian Cancer Awareness Month. We are very appreciative of this, as well as the opportunity to meet with her staff and hear our concerns.

### DoD 2013 Funding

The House Appropriations Committee recently approved \$20 million in

#### In This Issue

Meeting with Senator Stabenow's staff

DoD 2013 Funding

OCNA Annual Conference

Thank You's!

New Medical Advisory Board Members

Upcoming Events



### Medical Advisory Board

Please welcome our new members:

**Robert Morris,**  
M.D.

Barbara Ann  
Karmanos Cancer  
Institute

**Sheldon Weiner,**  
M.D.

William Beaumont  
Hospital

Thank you  
for joining us.

### Upcoming Events

The University of  
Michigan College

funding for the Department of Defense Ovarian Cancer Research Program (DoD OCRP) for fiscal year 2013. This is an increase from this year's budget of \$16 million, but equal to the \$20 million funded in FY 2011. Last year the Alliance and MIOCA worked hard to limit that reduction. We will continue to monitor the appropriations process to ensure the increase to \$20 million remains in the final budget.

## Ovarian Cancer National Alliance Annual Conference and Advocacy Day

Join us in Washington, DC, July 14 - 17 for the 15th Annual Conference: Poised for Progress. It will mark the 15th year of this national event and the 15th anniversary of the Alliance. Over those 15 years, new treatments have been approved, symptoms of the disease identified, and survivors won a seat at the table where research funding decisions are made. Our conference will celebrate these advances and look ahead to the next wave of progress.

Attendees will hear from leading experts about cutting edge research, learn about current clinical trials, and speak with members of Congress about the need for ovarian cancer research and education.

For more information or to register go to: [OCNA conference](#)

## Thank you to our Mother's Day supporters:

Many honored the special mothers in their lives with a gift for all women by supporting MIOCA and spreading awareness of ovarian cancer throughout the month of May:

### Breath of Spring Florist

Owner, Bruce Bolton and MIOCA volunteer, Karen Masters.

### The Little Shoppe Events

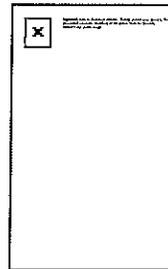
Owners, Julie Wilkinson and Valerie Gleason and all the Little Shoppe artists.

### Mary Kay Makeover Contest

Beauty Consultant, Charlie Long Graham and her entire team.

### Skyline High School

Girls Varsity Softball Team, coaches, fans and MIOCA volunteer, Maureen Belden.



of Pharmacy Golf Scramble and Health Information Fair, Tuesday, June 12 at the U of M Golf Course.

The 6th Annual B.A.R. Memorial Golf Outing Saturday, July 14 at Chemung Hills Golf Club in Howell, with proceeds benefiting ovarian cancer research in memory of Barbara Ann Robson. For more information, contact Mike Robson at 734.216.0506.

Ovarian Cancer National Alliance Annual Conference and Advocacy Day July 14 - 17, in Washington, DC The 15th Annual Conference: Poised for Progress.

Follow Us On



For more information about MIOCA or the latest news about ovarian cancer visit: [www.mioca.org](http://www.mioca.org)

ABOUT // NEWS // EVENTS // RESOURCES // SUPPORT // DONATE // CONTACT

**Forward this email**



This email was sent to linda.schairer@thomsonreuters.com by [mioca.org@gmail.com](mailto:mioca.org@gmail.com) |

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).

Michigan Ovarian Cancer Alliance | 5181 Pinnacle Ct. | Ann Arbor | MI | 48108

THIS AGREEMENT, made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter styled "Railway;" and

**VILLAGE OF DEXTER**, a Michigan governmental entity, hereinafter styled "City":

W I T N E S S E T H: THAT

WHEREAS, City, at its own cost and expense, is constructing an at-grade pedestrian crossing parallel to the public road or highway known as Central Street (DOT # 545226T), hereinafter called "Public Crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located at Milepost MH-46.50, at or near **VILLAGE OF DEXTER, Washtenaw County, Michigan** located substantially as shown upon print of Drawing marked Exhibit A, attached hereto and made a part of this Agreement; and

WHEREAS, in conjunction with the planned "Public Crossing" project, City will, at its own expense improve the Central Street roadway and approaches up to Railway's right-of-way; and

WHEREAS, City has requested Railway to perform certain work in connection with the construction and/or improvement of the Public Crossing, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto City the right to construct and/or improve and use the Public Crossing, upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, at the aforescribed location; RESERVING, however, unto Railway the right to continue to maintain, repair, renew and operate its railway and appurtenances across the Public Crossing, and to construct such additional tracks and other railway facilities across the Public Crossing, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Public Crossing or any portion of the highway located within the limits of said right of way in so doing, City will, at City's own cost and expense, upon notice in writing so to do served upon it by Railway, make such changes in the Public Crossing or in said highway as may be necessary to accommodate the work of Railway.

2. Railway will, for the accommodation of and at the expense of City, perform the work of constructing and/or improving the portion of the Public Crossing between the rails in said track and to the outside ends of the crossties on each side thereof, all in accordance with plans, specifications and estimates prepared by Railway; said plans, specifications and estimates being made a part hereof by reference. City will pay to Railway, promptly upon bill rendered therefor, the actual cost of all work performed by Railway in connection with the construction and/or improvement of the Public Crossing, including but not limited to the expenditures herein

expressly described. The cost of said work to be performed by Railway in connection with the Public Crossing has been estimated to be \$37,707.00, said estimate being attached hereto as Exhibit B and made a part hereof.

3. City will, at its own expense, construct and/or improve the Public Crossing (except the portion thereof to be constructed and/or improved by Railway as aforesaid), including all necessary grading and drainage. Upon completion of the construction and/or improvement of the Public Crossing, City will maintain the same at its own expense, and in all respects in accordance with the requirements of Railway looking to the safe and convenient operation of its line of railway. All work performed under this Agreement shall be in accordance with "Special Provisions For Protection Of Railway Interest," marked Exhibit C , which is attached hereto and made a part hereof by reference.

4. In order to contribute toward the safety of train operations and pedestrians at the Public Crossing, City will, at all times during the life of this Agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the Public Crossing from either direction to see approaching trains before such person reaches a position of danger on or near the Public Crossing. City also will prevent the erection on its premises of any structures that would interfere with the view of approaching trains or other rail equipment operating on said track.

5. (a) City agrees to indemnify and hold Railway, and any other corporation controlling, controlled by or under common control with Railway, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while City is engaged in the work of constructing, improving, maintaining, repairing, removing, or relocating the Public Crossing across the property and track of Railway as hereinabove provided.

(b) During the period of construction and/or improvement, or any period of maintenance, repair, renewal, removal or relocation of the Public Crossing, City and its contractor, if it employs one, shall procure and maintain, at their expense, in a form and with a company satisfactory to Railway, a policy of Commercial General Liability Insurance. Said policy shall have a minimum limit of not less than a combined single limit of \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. In addition, said policy shall be endorsed to name Railway as an additional insured and shall include a severability of interests provision. A certificate of insurance certifying the existence of such insurance shall be furnished to Railway. This certificate shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railway.

(c) In addition, City or its contractor, if it employs one, shall procure, at its expense, and furnish to Railway a Railroad Protective Liability Insurance policy naming the Railway as the named insured. Said policy shall have minimum limits of not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate for bodily injury and property damage liability, and physical damage to property. Said policy shall be underwritten by a company satisfactory to Railway on Insurance Services Offices Form No. CG

00 35 10 01. The original Railroad Protective Liability Insurance Policy shall be furnished to Railway.

(d) Evidence of such insurance (Certificate of Insurance for the Commercial General Liability Insurance and the original Railroad Protective Liability Insurance Policy) must be furnished to and approved by the Director Risk Management, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, prior to occupancy of Railway's property or commencement of construction, improvement, maintenance, repair, removal or relocation on Railway's premises.

6. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Crossing within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by City in connection therewith.

7. If future highway traffic conditions require that the Signals be installed, or require the separation of grades at the Public Crossing, City will request that Railway, at no expense to Railway, install and maintain said additional signals, or City will, at no expense to Railway, construct and maintain such grade separation structures as may be necessary, without contribution by Railway to the cost of said signals or structures.

8. Should the use of the Public Crossing be abandoned, then all rights hereby granted to City shall thereupon cease and terminate and City will, at its sole cost and in a manner satisfactory to Railway, remove the portion of the Public Crossing located within the limits of said right of way or property of Railway, and restore Railway's property and track to the condition existing prior to the construction and/or improvement or location of the Public Crossing within the limits of said right of way; provided Railway, at its option, may remove the Public Crossing within the track area and restore its property and track, and City will, in such event, upon bill rendered therefor, pay to Railway the entire cost incurred by it in such removal and restoration.

9. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

10. This Agreement shall take effect as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness:

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

By

\_\_\_\_\_  
As to Railway

\_\_\_\_\_  
General Manager                      Date

Witness:

**VILLAGE OF DEXTER**

By

\_\_\_\_\_  
As to City

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

NS File: CX0120855

**FORCE ACCOUNT ESTIMATE**

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Village of Dexter
Project Description:	Addition of Sidewalks at Central Street
Location:	Dexter, Washentaw County, Michigan
Project No.:	0
Milepost:	MH-46.50
Date:	6/29/2012 revised 8/2/12
File:	120-1-MI (CX0120855)

<b><u>SUMMARY</u></b>	
ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	7,548
ITEM C - Accounting	1,538
ITEM D - Flagging Services	15,620
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	13,000
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 37,707</b>

**ITEM A - Preliminary Engineering**

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
		<hr/>
	<b>NET TOTAL - ITEM A</b>	<b>\$ -</b>

# EXHIBIT B

## ITEM B - Construction Engineering

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	15 Hours @ \$60 / hour=	900
Labor Additives:		648
Travel Expenses:		0
Services by Contract Engineer:		6,000
	<b>NET TOTAL - ITEM B</b>	<b>\$ 7,548</b>

## ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	10 Hours @ \$30 / hour=	300
Accounting Additives:		238
	<b>NET TOTAL - ITEM C</b>	<b>\$ 1,538</b>

## ITEM D - Flagging Services

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	15 days @ 330.00 per day=	4,950
	(based on working 12 hours/day)	
Labor Additive:		9,170
Travel Expenses, Meals & Lodging:	15 days @ \$100/day=	1,500
	<b>NET TOTAL - ITEM D</b>	<b>\$ 15,620</b>

## ITEM E - Communications Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Subsistence:	(see attached summary)	0
Additive:	(see attached summary)	0
	<b>NET TOTAL - ITEM E</b>	<b>\$ -</b>



# EXHIBIT B

## NORFOLK SOUTHERN RAILWAY COMPANY

WESTERN REGION - DEARBORN DIVISION

DEXTER, MICHIGAN - CENTRAL STREET - MP MH-46.5, DOT# 545226T

ESTIMATE FOR PROPOSED SURFACE IMPROVEMENT

WITH NS STANDARD ASPHALT AND RUBBER SURFACE MATERIAL

1 TRACK;

8 ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
RAIL SEAL	8	TRK. FT.	60.00	480
ASPHALT (in place, inc. pav. cutting)	7	TONS	85.00	630
RAIL, 136 lb. BW	0	LIN FT.	26.75	0
RAIL ANCHORS	0	EA.	0.90	0
SPIKES	0.0	KEG	56.00	0
TIE PLATES	0	EA.	6.30	0
CROSSTIES (GRADE 5)	0	EA.	35.00	0
BALLAST AND GRAVEL	0	TONS	7.00	0
GEOTEXTILE	8	LIN FT.	3.00	24
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				1,190

### LABOR

REMOVE EXISTING CROSSING		LUMP SUM		1,000
REHABILITATE TRACK STRUCTURE		LUMP SUM		1,333
INSTALL NEW CROSSING		LUMP SUM		200
FLAGGING	0	DAYS	784.00	0
TOTAL				2,533

### SALVAGE

RAIL	0.0	TON	70.00	0
SMALL SCRAP	0.0	TON	70.00	0
TOTAL (CREDIT)				0

COMPOSITE LABOR ADDITIVE (185.26%)	4,693
USE OF EQUIPMENT	1,267
Preliminary Engineering, Construction Supervision, Bill Preparation	3,316
<b>GRAND TOTAL</b>	<b>\$13,000</b>

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA

DATE: SEPTEMBER 30, 2010

FILE:



Village President Report  
August 13, 2012

AGENDA 8-13-12  
ITEM I-5

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities and some of my planned activities for the future:

Recent Activities

As you know, we have been advertised for open positions on the Arts, Culture & Heritage (ACH) committee and the Parks and Recreation Commission. We were also informed this past week that Kandie Waggoner has a conflict on Tuesday evenings that will not allow her to continue on the ACH committee. I will continue to bring forward additional recommendations as I am able to find residents willing to serve.

July 23, 2012 – Baker/Shield Intersection Visioning meeting – I was invited to attend this meeting by Mary Marshall, the Superintendent of Dexter Schools. Please see the Village Manager Report for a summary of the discussion.

August 8, 2012 – Regional Fire Department Meeting – The committee met to discuss the proposed updates to the draft Interlocal Agreement. A copy of the updated agreement will be passed out to Council on Monday evening. Pat Kelly (Dexter Township) intends to place it in front of her board for review at their August meeting.

August 8, 2012 – DAPCO Property Environmental Review Meeting – I was invited by Village Manager Donna Dettling to attend this meeting with ASTI Environmental to review their initial findings. ASTI is conducting the Environmental Study as part of the Village's final due diligence prior to closing on the property. As a result of their findings, the Village will be sending a notice to the current property owner/seller indicating that the recent sampling has found additional information which potentially could affect the terms and date of the closing.

Future Activities

August 10 through August 11, 2012 – I am looking forward to the various Dexter Daze Activities and fun in town. I hope everyone has a safe and fun weekend. If you are walking, please be careful crossing the street and if you are driving through town, please drive slowly as there will be an increase in pedestrian activity. I will be working at the Dexter Information Booth on Saturday from noon until 2 pm. Please stop by to say hello ☺

August 11, 2012 – Mill Creek Park Grand Opening and Ribbon Cutting – 11 am at the new Mill Creek Park following the Dexter Daze Parade - This will be an opportunity to recognize that the park is open, thank those that have participated in the planning and development and cut the ribbon to officially let everyone know it will be open. We hope to keep this short and simple so people can get back to the Dexter Daze activities.

August 16, 2012 – Village of Dexter Downtown Development Authority meeting – the DDA Board will be updated on the general findings of the ASTI Environmental Study of the DAPCO property.

August 27, 2012 – Village Council Meeting

September 13, 2012 – Huron River Watershed Council Fundraiser – Suds on the River

Please let me know if you have any questions. I hope everyone enjoys and has a safe and fun time at Dexter Daze this weekend. I hope to see you around our town.

Shawn Keough, Village President  
[skeough@villageofdexter.org](mailto:skeough@villageofdexter.org)  
(313) 363-1434 (cell)





User: erin

DB: Dexter

EXP CHECK RUN DATES 07/30/2012 - 08/08/2012

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. 7TH RULE ACCOUNTING	880.00		
2. ALEXANDER CHEMICAL CORPORATION	4,222.50		
3. ARBOR CARE TREE SURGEONS	4,850.00		
4. ARBOR DAY FOUNDATION	10.00		
5. ARBOR SPRINGS WATER CO.INC	11.50		
6. AT&T	513.99		
7. BARRETT PAVING MATERIALS INC	121.98		
8. BELL EQUIPMENT CO	170.64		
9. BERRYMAN EQUIPMENT COMPANY	445.12		
10. BOULLION SALES	92.60		
11. CARLISLE-WORTMAN ASSOCIATES	595.00		
12. CARUS CORPORATION	2,114.10		
13. CEDRONI ASSOCIATES INC	95,440.08		
14. CINTAS CORPORATION	683.06		
15. CMR MECHANICAL	433.00		
16. COMCAST - DPW	145.95		
17. COMCAST	338.03		
18. CONCORD EXCAVATING & GRADING INC	112,836.71		
19. CORRIGAN OIL COMPANY	3,612.31		
20. COURTNEY NICHOLLS	158.09		
21. CULLIGAN WATER CONDITIONING	29.95		
22. CUMMINS BRIDGEWAY LLC	346.22		
23. DAVID TRAYNOR	22.50		
24. DEXTER VILLAGE	405.31		
25. DTE ENERGY	10,701.62		
26. DTE ENERGY-STREET LIGHTING	6,083.92		
27. EARTHLINK INC.	56.65		
28. ETNA SUPPLY CO	500.00		
29. FACILITY DUDE	1,361.25		
30. FIFTH STREET DENTAL CARE	67.50		
31. GAMETIME	164.00		
32. GRAINGER	69.60		
33. GRIFFIN PEST CONTROL INC	250.00		
34. GRISSOM JANITORIAL	320.00		
35. HACKNEY HARDWARE	853.44		
36. HERITAGE NEWSPAPERS	81.00		
37. HODGES CYNTHIA	175.37		
38. JERI ENDLER	848.88		
39. JOHN'S SANITATION	645.00		
40. KLAPPERICH WELDING	263.00		
41. KNIGHT'S GRADING & EXCAVATING	1,000.00		
42. LESSORS WELDING SUPPLY	28.50		
43. LOWE'S BUSINESS ACCOUNT	55.51		
44. MASTERCRAFT PLUMBING	1,157.19		
45. METRO ENVIROMENTAL SERVICES	11,891.25		
46. MICHIGAN PIPE & VALVE, INC.	2,480.25		
47. MITA	100.00		
48. MML WORKERS COMPENSATION FUND	4,690.00		
49. <del>PA6</del> BILE MOWER REPAIR	13.44		

Claimant	Amount Claimed	Amount Owed	Amount Rejected
50. NORTH CENTRAL LABORATORIES	1,168.63		
51. ORCHARD, HILTZ & MCCLIMENT INC	34,571.25		
52. PARAGON LABORATORIES INC	503.00		
53. PARTS PEDDLER AUTO SUPPLY	55.73		
54. PEERLESS MIDWEST INC.	322.50		
55. PNC	46.00		
56. POSTER COMPLIANCE	237.00		
57. PRINTING SYSTEMS	192.20		
58. PRINT-TECH, INC.	224.87		
59. RADTKE TRUCKING, LLC	375.00		
60. RAYMER	20,401.00		
61. RICHARD BROTHERS PAINTING	4,400.00		
62. SERVICE SPECIALISTS OF AMERICA	974.00		
63. STAPLES BUSINESS ADVANTAGE	529.03		
64. SUMMIT ENVIROMENTAL TECH.,INC	190.00		
65. TRACTOR SUPPLY CREDIT PLAN	145.95		
66. USA BLUE BOOK	2,010.23		
67. UTILITIES INSTRUMENTATION SERV	276.00		
68. VALUE COPY	175.00		
69. VARNUM, RIDDERING, SCHMIDT	417.05		
70. VERIZON WIRELESS	354.77		
71. WASHTENAW COUNTY SOIL	65.00		
72. WASHTENAW COUNTY TREASURER	47,912.74		
73. WASTE MANAGEMENT OF MICHIGAN	503.12		
74. WAYNE FAMILY DENTAL ASSOC	279.00		
75. WESERN WASH. AREA VALUE EXP.	5,500.00		
***TOTAL ALL CLAIMS***	394,165.08		

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Fund 101 GENERAL FUND							
Dept 172.000 VILLAGE MANAGER	HEALTH & DENTAL INSURANC	DAVID TRAYNOR	PATIENT: BRENDA TUSCANO	07/30/12	08/01/12	22.50	38587
101-172.000-721.000	HEALTH & DENTAL INSURANC	WAYNE FAMILY DENTAL A	PATIENT: CRITINA TUSCANO	07/30/12	08/01/12	279.00	38637
101-172.000-721.000	PROFESSIONAL SERVICES	FACILITY DUDE	MEMBERSHIP RENEWAL	R-100592	08/08/12	1,361.25	38592
101-172.000-802.000	TRAVEL & MILEAGE	COURTNEY NICHOLLS	MILEAGE	08/03/12	08/01/12	62.72	38584
			Total For Dept 172.000 VILLAGE MANAGER			1,725.47	
Dept 201.000 FINANCE DEPARTMENT							
101-201.000-802.000	PROFESSIONAL SERVICES	7TH RULE ACCOUNTING	PAYROLL	07/30/12	08/01/12	880.00	38565
			Total For Dept 201.000 FINANCE DEPARTMENT			880.00	
Dept 215.000 VILLAGE CLERK							
101-215.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	07/30/12	08/01/12	81.00	38599
101-215.000-901.000	PRINTING & PUBLISHING	POSTER COMPLIANCE		2011369	08/01/12	237.00	38619
101-215.000-901.000	PRINTING & PUBLISHING	PRINTING SYSTEMS	PETITION	74874	08/01/12	17.63	38621
			Total For Dept 215.000 VILLAGE CLERK			335.63	
Dept 253.000 TREASURER							
101-253.000-902.000	TAX BILL PRINTING & SERV	PRINT-TECH, INC.	TAX BILLS	210899	08/01/12	187.97	38620
			Total For Dept 253.000 TREASURER			187.97	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000	OFFICE SUPPLIES	ARBOR SPRINGS WATER C	OFFICE	07/30/12	08/01/12	11.50	38569
101-265.000-727.000	CONTRACTED SERVICES	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	9.72	38598
101-265.000-803.000	PROPERTY TAXES	STAPLES BUSINESS ADVA	PEST CONTROL	8022613459	08/08/12	292.48	38626
101-265.000-843.000	UTILITIES	GRIFFIN PEST CONTROL	8140 MAIN	965255, 965257	08/01/12	250.00	38596
101-265.000-920.000	UTILITIES	DEXTER VILLAGE	VILLAGE OFFICE	00554	08/01/12	405.31	38588
101-265.000-935.000	BUILDING MAINTENANCE & R	COMCAST	JULY SERVICE	07/30/12	08/01/12	265.75	38580
101-265.000-935.000	BUILDING MAINTENANCE & R	DTE ENERGY	REPAIRS AT 8140 MAIN STREET	18265	08/01/12	762.92	38589
101-265.000-935.000	EQUIPMENT SERVICE CONTRA	CINTAS CORPORATION	JULY SERVICE	14101	08/01/12	66.00	38578
101-265.000-936.000	COMMUNITY GARDEN	RICHARD BROTHERS PAIN	RENEWALSERVICE CONTRACT	216	08/01/12	4,400.00	38624
		MASTERCRAFT PLUMBING	JULY STATEMENT	453866788	08/08/12	657.19	38607
		EARTHLINK INC.			08/01/12	320.00	38597
		HACKNEY HARDWARE			08/01/12	56.65	38590
			Total For Dept 265.000 BUILDINGS & GROUNDS			7,563.49	38598
Dept 285.000 VILLAGE TREE PROGRAM							
101-285.000-731.000	LANDSCAPE SUPPLIES	ARBOR DAY FOUNDATION	MEMBERSHIP DUES	07/30/12	08/01/12	10.00	38568
101-285.000-803.000	CONTRACTED SERVICES	ARBOR CARE TREE SURGE	7654 FOREST	07/30/12	08/01/12	850.00	38567
101-285.000-803.000	CONTRACTED SERVICES	ARBOR CARE TREE SURGE	MILL CREEK, 3RD & INVERNESS	07/30/12	08/01/12	3,625.00	38567
101-285.000-803.000	CONTRACTED SERVICES	ARBOR CARE TREE SURGE	TREE REMOVAL	08/02/12	08/01/12	375.00	38567
			Total For Dept 285.000 VILLAGE TREE PROGRAM			4,860.00	
Dept 301.000 LAW ENFORCEMENT							
101-301.000-803.000	UTILITIES	WASHTEENAW COUNTY TREA	LAW ENFORCEMENT	21474	08/01/12	37,648.75	38635
101-301.000-920.000	UTILITIES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	267.20	38589
			Total For Dept 301.000 LAW ENFORCEMENT			37,915.95	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-920.000	UTILITIES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	334.00	38589

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Fund 101 GENERAL FUND							
Dept 336.000 FIRE DEPARTMENT							
101-336.000-935.000	BUILDING MAINTENANCE & R	CMR MECHANICAL	8140 MAIN	8603	08/01/12	433.00	38579
			Total For Dept 336.000 FIRE DEPARTMENT			767.00	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	JULY STATEMENT	8022613459	08/08/12	27.00	38626
			Total For Dept 400.000 PLANNING DEPARTMENT			27.00	
Dept 410.000 ZONING BOARD OF APPEALS							
101-410.000-802.000	PROFESSIONAL SERVICES	CARLISLE-WORTMAN ASSO	LAFONTAINE	2127-135	08/01/12	595.00	38575
			Total For Dept 410.000 ZONING BOARD OF APPEALS			595.00	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-740.000	OPERATING SUPPLIES	LESSORS WELDING SUPPL	SUPPLIES	223319	08/01/12	28.50	38505
101-441.000-740.000		HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	198.94	38598
101-441.000-745.000		CINTAS CORPORATION	JULY SERVICE	08/07/12	08/01/12	288.71	38578
101-441.000-745.000	UNIFORM ALLOWANCE	TRACTOR SUPPLY CREDIT	SUPPLIES	07/31/12	08/01/12	145.95	38528
101-441.000-920.000		COMCAST - DPW	DPW	07/30/12	08/01/12	145.95	38581
101-441.000-920.000	UTILITIES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	1,004.80	38589
101-441.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	07/31/12	08/01/12	147.39	38633
101-441.000-935.000	BUILDING MAINTENANCE & R	MASTERCRAFT PLUMBING	REPAIRS AT 8140 MAIN STREET	14101	08/08/12	500.00	38607
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS			2,460.24	
Dept 442.000 DOWNTOWN PUBLIC WORKS							
101-442.000-730.000	FARMERS MARKET SUPPLIES	COURTNEY NICHOLLS	FARMERS MARKET	07/30/12	08/01/12	95.37	38584
101-442.000-730.000	FARMERS MARKET SUPPLIES	HODGES CYNTHIA	FARMERS MARKET	07/30/12	08/01/12	175.37	38600
101-442.000-730.000	FARMERS MARKET SUPPLIES	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	79.93	38598
101-442.000-740.000		HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	55.19	38598
101-442.000-920.000	UTILITIES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	550.76	38589
			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			956.62	
Dept 447.000 ENGINEERING							
101-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	1,964.50	38614
			Total For Dept 447.000 ENGINEERING			1,964.50	
Dept 448.000 MUNICIPAL STREET LIGHTS							
101-448.000-920.003	UTILITIES - STREET LIGHT	DUE ENERGY-STREET LIG	STREETLIGHTS	08/01/31	08/01/12	6,083.92	38564
			Total For Dept 448.000 MUNICIPAL STREET LIGHTS			6,083.92	
Dept 528.000 SOLID WASTE							
101-528.000-806.000	CONTRACTED COMPOSTING	WASTE MANAGEMENT OF M	ROLL-OFF	7217532-1389-1	08/08/12	503.12	38636
101-528.000-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	UTILITY BILLS	211071	08/01/12	12.30	38620
101-528.000-901.000		PRINTING SYSTEMS	UTILITIES BILLING	74873	08/01/12	58.19	38621
			Total For Dept 528.000 SOLID WASTE			573.61	
Dept 728.000 ECONOMIC DEVELOPMENT							
101-728.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	800.00	38614
			Total For Dept 728.000 ECONOMIC DEVELOPMENT			800.00	
Dept 751.000 PARKS & RECREATION							
101-751.000-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	29.98	38598
101-751.000-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	33912	08/01/12	510.00	38602

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Fund 101 GENERAL FUND							
Dept 751.000 PARKS & RECREATION							
101-751.000-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	33663	08/01/12	135.00	38602
101-751.000-977.000	EQUIPMENT	GAMETIME	PLAYGROUND EQUIPMENT	810734	08/01/12	164.00	38594
			Total For Dept 751.000 PARKS & RECREATION			838.98	
Dept 851.000 INSURANCE & BONDS							
101-851.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	2,368.45	38611
			Total For Dept 851.000 INSURANCE & BONDS			2,368.45	
Dept 875.000 CONTRIBUTIONS							
101-875.000-965.001	CONTRIBUTION TO WAVE	WESERN WASH. AREA VAL	QUARTERLY PAYMENT JULY-SEPT 2012	7/1/12	08/08/12	3,000.00	38638
101-875.000-965.004	CONT TO WAVE DOOR TO DOO	WESERN WASH. AREA VAL	QUARTERLY PAYMENT JULY-SEPT 2012	7/1/12	08/08/12	2,500.00	38638
			Total For Dept 875.000 CONTRIBUTIONS			5,500.00	
Dept 890.000 CONTINGENCIES							
101-890.000-957.001	PROPERTY TAX REFUNDS	WASHTEENAW COUNTY TREA	REAL PROPERTY	21282	08/01/12	7,429.21	38635
			Total For Dept 890.000 CONTINGENCIES			7,429.21	
			Total For Fund 101 GENERAL FUND			83,833.04	
Fund 202 MAJOR STREETS FUND							
Dept 445.000 STORMWATER							
202-445.000-740.000	OPERATING SUPPLIES	KLAPPERICH WELDING	SUPPLIES	371	08/01/12	263.00	38603
202-445.000-803.000	CONTRACTED SERVICES	METRO ENVIRONMENTAL SE	VACTOR JET SERVICE	46598	08/08/12	3,653.75	38608
			Total For Dept 445.000 STORMWATER			3,916.75	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
202-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	12,582.00	38614
202-451.000-974.009	CENTRAL STREET PROJECT	CONCORD EXCAVATING &	CENTRAL STREET PHASE I	0130-09-0023	08/08/12	112,836.71	38582
202-451.000-974.009	AD FOR CENTRAL STREET PR	MITA	CENTRAL STREET RECONSTRUCTION PH 1	1000-1806	08/08/12	50.00	38610
202-451.000-974.010	MAIN STREET RESURFACING	KNIGHT'S GRADING & EX	MAIN ST	07/31/12	08/01/12	1,000.00	38604
202-451.000-974.010	MAIN STREET RESURFACING	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	1,388.00	38614
202-451.000-974.010	MAIN STREET RESURFACING	MITA	AD FOR MAIN STREET RESURFACING	1000-1815	08/08/12	50.00	38610
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			127,906.71	
Dept 463.000 ROUTINE MAINTENANCE							
202-463.000-740.000	OPERATING SUPPLIES	BARRETT PAVING MATERI	STREETS	136840	08/01/12	60.99	38571
202-463.000-740.000	OPERATING SUPPLIES	RADTKE TRUCKING, LLC	LIME STONE	07/31/12	08/01/12	375.00	38622
202-463.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	215.74	38611
			Total For Dept 463.000 ROUTINE MAINTENANCE			651.73	
Dept 474.000 TRAFFIC SERVICES							
202-474.000-740.000	OPERATING SUPPLIES	GFAINGER	PAINT MARKING	9873890066	08/01/12	69.60	38595
202-474.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	75.04	38611
			Total For Dept 474.000 TRAFFIC SERVICES			144.64	
Dept 478.000 WINTER MAINTENANCE							
202-478.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	110.22	38611
			Total For Dept 478.000 WINTER MAINTENANCE			110.22	
			Total For Fund 202 MAJOR STREETS FUND			132,730.05	

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Fund 203 LOCAL STREETS FUND							
Dept 445.000 STORMWATER							
203-445.000-803.000	CONTRACTED SERVICES	METRO ENVIROMENTAL SE	SERVICE	46550	08/08/12	2,115.00	38608
			Total For Dept 445.000 STORMWATER			2,115.00	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
203-451.000-803.000	CONTRACTED SERVICES	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	1,226.50	38614
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			1,226.50	
Dept 463.000 ROUTINE MAINTENANCE							
203-463.000-740.000	OPERATING SUPPLIES	BARRETT PAVING MATERI	MATERIALS	137246	08/08/12	60.99	38571
203-463.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	48.49	38598
203-463.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	65.66	38611
			Total For Dept 463.000 ROUTINE MAINTENANCE			175.14	
Dept 474.000 TRAFFIC SERVICES							
203-474.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	23.45	38611
			Total For Dept 474.000 TRAFFIC SERVICES			23.45	
Dept 478.000 WINTER MAINTENANCE							
203-478.000-910.000		MML WORKERS COMPENSAT	POLICY PREMIUM	5937201	08/08/12	51.59	38611
			Total For Dept 478.000 WINTER MAINTENANCE			51.59	
Fund 204 MUNICIPAL STREETS							
Dept 248.000 ADMINISTRATION							
204-248.000-957.001	PROPERTY TAX REFUNDS	WASHTENAW COUNTY TREA	REAL PROPERTY	21282	08/01/12	2,232.11	38635
			Total For Dept 248.000 ADMINISTRATION			2,232.11	
Fund 303 STREETScape DEBT SERVICE FUND							
Dept 248.000 ADMINISTRATION							
303-248.000-957.001	PROPERTY TAX REFUNDS	WASHTENAW COUNTY TREA	REAL PROPERTY	21282	08/01/12	602.67	38635
			Total For Dept 248.000 ADMINISTRATION			602.67	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BELL EQUIPMENT CO	DPW	0086514	08/01/12	36.96	38572
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BOULLION SALES	DECK BELT	221399	08/01/12	92.60	38574
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BELL EQUIPMENT CO	PARTS	86736	08/08/12	133.68	38572
402-441.000-939.000		HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	16.98	38598
402-441.000-939.000	VEHICLE MAINTENANCE & RE	LOWE'S BUSINESS ACCOU	SUPPLIES	8/3/12	08/08/12	55.51	38606
402-441.000-939.000	VEHICLE MAINTENANCE & RE	MOBILE MOWER REPAIR	BELT	35826	08/08/12	13.44	38612
402-441.000-939.000		PARTS PEDDLER AUTO SU	JULY STATEMENT	7/31/12	08/08/12	55.73	38616
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			404.90	
Fund 403 SRF PROJECT FUND							
			Total For Fund 402 EQUIPMENT REPLACEMENT FUND			404.90	

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EXP CHECK RUN DATES 07/30/2012 - 08/08/2012  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

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Fund 403 SRF PROJECT FUND							
Dept 907.000 SLUDGE PROJECT		ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	9,985.75	38614
403-907.000-830.000 ENGINEERING CONSULTING			Total For Dept 907.000 SLUDGE PROJECT			9,985.75	
Fund 404 DWRP PROJECT FUND							
Dept 906.000 WATER PROJECT PHASE 2		ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	2,740.25	38614
404-906.000-830.000 ENGINEERING CONSULTING			Total For Dept 906.000 WATER PROJECT PHASE 2			2,740.25	
Fund 405 MILL CREEK PARK PROJECT FUND							
Dept 901.000 CAPITAL IMPROVEMENTS		WASHTEAW COUNTY SOIL	MILL CREEK PARK	1100043-72312	08/01/12	65.00	38634
405-901.000-830.000 ENGINEERING CONSULTING		CEDRONI ASSOCIATES IN	MILL CREEK PARK PH 1	8/8/12	08/01/12	95,440.08	38577
405-901.000-974.000 CIP CAPITAL IMPROVEMENTS			Total For Dept 901.000 CAPITAL IMPROVEMENTS			95,505.08	
Fund 590 SEWER ENTERPRISE FUND							
Dept 248.000 ADMINISTRATION		VARNUM, RIDDERING, SC	LEGAL SERVICES	878313	08/01/12	417.05	38632
590-248.000-811.000 ATTORNEY FEES - MISCELLA			Total For Fund 405 MILL CREEK PARK PROJECT FUND			95,505.08	
Dept 548.000 SEWER UTILITIES DEPARTMENT							
590-548.000-721.000 HEALTH & DENTAL INSURANC		FIFTH STREET DENTAL C	PATIENT: MICAYLA SCHLAF	07/30/12	08/01/12	67.50	38593
590-548.000-740.000 OPERATING SUPPLIES		HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	191.57	38598
590-548.000-742.000 CHEMICAL SUPPLIES - PLAN		STAPLES BUSINESS ADVA	JULY STATEMENT	8022613459	08/08/12	104.78	38626
590-548.000-743.000 CHEMICAL SUPPLIES - PLAN		ALEXANDER CHEMICAL CO	CHEMICALS	0477137	08/01/12	1,159.50	38566
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		ALEXANDER CHEMICAL CO	047625	07/30/12	08/01/12	745.00	38566
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		CULLIGAN WATER CONDIT	WWTP	38494	08/01/12	29.95	38585
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		NORTH CENTRAL LABORAT	LAB	307106	08/01/12	105.60	38613
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		NORTH CENTRAL LABORAT	SUPPLIES	306966	08/01/12	198.73	38613
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		NORTH CENTRAL LABORAT	CHEMICALS	306806	08/01/12	130.46	38613
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		NORTH CENTRAL LABORAT	CHEMICALS	307703	08/01/12	180.02	38613
590-548.000-743.000 CHEMICAL SUPPLIES - LAB		NORTH CENTRAL LABORAT	CHEMICALS	307404	08/01/12	553.82	38613
590-548.000-745.000 CHEMICAL SUPPLIES - LAB		HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	12.16	38598
590-548.000-751.000 PROFESSIONAL SERVICES		CINTAS CORPORATION	JULY SERVICE	08/07/12	08/01/12	114.66	38578
590-548.000-802.000 PROFESSIONAL SERVICES		METRO ENVIRONMENTAL SE	DPW	08/06/12A	08/01/12	972.67	38583
590-548.000-802.000 PROFESSIONAL SERVICES		METRO ENVIRONMENTAL SE	WWTP	46575	08/01/12	1,735.00	38608
590-548.000-802.000 PROFESSIONAL SERVICES		METRO ENVIRONMENTAL SE	SE	46515	08/01/12	1,530.00	38608
590-548.000-802.000 PROFESSIONAL SERVICES		METRO ENVIRONMENTAL SE	SE	46306	08/01/12	2,370.00	38608
590-548.000-802.000 PROFESSIONAL SERVICES		ORCHARD, HILTZ & MCCL	JUNE INVOICES	46516	08/01/12	487.50	38608
590-548.000-824.000 TESTING & ANALYSIS		UTILITIES INSTRUMENTA	WWTP	08/02/12	08/01/12	257.50	38614
590-548.000-901.000 PRINTING & PUBLISHING		PARAGON LABORATORIES	LAB	530339570	08/01/12	276.00	38630
590-548.000-901.000 PRINTING & PUBLISHING		PRINT-TECH, INC.	LAB	71462	08/01/12	40.00	38615
590-548.000-910.000 PRINTING & PUBLISHING		PRINTING SYSTEMS	UTILITY BILLS	211071	08/01/12	12.30	38620
590-548.000-910.000 PRINTING & PUBLISHING		MML WORKERS COMPENSAT	POLICY PREMIUM	74873	08/01/12	58.19	38621
590-548.000-910.000 PRINTING & PUBLISHING				5937201	08/08/12	1,266.30	38611

User: erin  
DB: Dexter

EXP CHECK RUN DATES 07/30/2012 - 08/08/2012  
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
<b>Fund 590 SEWER ENTERPRISE FUND</b>						
Dept 548.000	SEWER UTILITIES DEPARTMENT					
590-548.000-920.000	UTILITIES	COMCAST	WWTP	07/30/12	08/01/12	36.14
590-548.000-920.000	UTILITIES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	4,951.94
590-548.000-920.001	UTILITIES	AT&T	426 4572	07/30/12	08/01/12	257.00
590-548.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	07/31/12	08/01/12	148.43
590-548.000-935.000	BUILDING MAINTENANCE & R	CINTAS CORPORATION	JULY SERVICE	08/07/12	08/01/12	55.48
590-548.000-937.000	EQUIPMENT MAINTENANCE &	BERRYMAN EQUIPMENT CO	WWTP	12-0521	08/01/12	445.12
590-548.000-937.000	EQUIPMENT MAINTENANCE &	CUMMINS BRIDGEWAY LLC	LIFT STATION	006-29649	08/01/12	346.22
590-548.000-937.000	EQUIPMENT MAINTENANCE &	JERI ENDLER	WWTP	15360	08/01/12	974.00
590-548.000-955.000	MISCELLANEOUS	BILLING ERROR			08/01/12	595.98
590-548.000-955.000	MISCELLANEOUS	HACKNEY HARDWARE	JULY STATEMENT	008/03/12	08/08/12	4.99
Total For Dept 548.000 SEWER UTILITIES DEPARTMENT						20,414.51
<b>Dept 901.000 CAPITAL IMPROVEMENTS</b>						
590-901.000-974.000	CIP CAPITAL IMPROVEMENTS	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	2,685.50
Total For Dept 901.000 CAPITAL IMPROVEMENTS						2,685.50
<b>Fund 591 WATER ENTERPRISE FUND</b>						
Dept 556.000	WATER UTILITIES DEPARTMENT					
591-556.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	114.48
591-556.000-740.000	CHEMICAL SUPPLIES - LAB	STAPLES BUSINESS ADVA	JULY STATEMENT	8022613459	08/08/12	104.77
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALPKXANDER CHEMICAL CO	CHEMICALS	0477137 6	08/01/12	758.20
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALPKXANDER CHEMICAL CO	047625	07/30/12	08/01/12	625.00
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	CARUS CORPORATION	8360 HURON	10019552	08/01/12	2,114.10
591-556.000-745.000	CHEMICAL SUPPLIES - LAB	ALPKXANDER CHEMICAL CO	CHEMICALS	0477816	08/08/12	934.80
591-556.000-751.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	JULY SERVICE	08/07/12	08/01/12	158.21
591-556.000-751.000	PROFESSIONAL SERVICES	CORRIGAN OIL COMPANY	WWTP	08/06/12	08/01/12	1,286.66
591-556.000-802.000	PROFESSIONAL SERVICES	CORRIGAN OIL COMPANY		5666027	08/01/12	1,352.98
591-556.000-802.000	TESTING & ANALYSIS	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	257.50
591-556.000-824.000	TESTING & ANALYSIS	PNC	EASEMENT	07/31/12	08/01/12	46.00
591-556.000-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES	LAB	71777	08/01/12	40.00
591-556.000-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES	LAB	71615	08/01/12	88.00
591-556.000-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES	LAB	71395	08/01/12	335.00
591-556.000-901.000	PRINTING & PUBLISHING	SUMMIT ENVIRONMENTAL T	5TH WELL	08/06/12	08/01/12	190.00
591-556.000-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	UTILITY BILLS	211071	08/01/12	12.30
591-556.000-901.000	PRINTING & PUBLISHING	VALUING SYSTEMS	UTILITIES BILLING	74873	08/01/12	58.19
591-556.000-910.000	UTILITIES	MMI WORKERS COMPENSAT	POLICY PREMIUM	12-1057	08/01/12	175.00
591-556.000-920.000	UTILITIES	COMCAST	WWTP	5937201	08/08/12	513.55
591-556.000-920.001	UTILITIES - TELEPHONES	DTE ENERGY	JULY SERVICE	07/30/12	08/01/12	36.14
591-556.000-920.001	EQUIPMENT MAINTENANCE &	AT&T	426 4572	07/30/12	08/01/12	2,830.00
591-556.000-937.000	EQUIPMENT MAINTENANCE &	RAYNER	CELLULAR	07/31/12	08/01/12	256.99
591-556.000-937.000	EQUIPMENT MAINTENANCE &	USA BLUE BOOK	WELL 4	14561	08/01/12	58.95
591-556.000-937.000	EQUIPMENT MAINTENANCE &	USA BLUE BOOK	WWTP	711791	08/01/12	20,401.00
591-556.000-937.000	EQUIPMENT MAINTENANCE &	USA BLUE BOOK	WWTP	720174	08/01/12	64.43
591-556.000-937.000	EQUIPMENT MAINTENANCE &	USA BLUE BOOK	DPW	721253	08/01/12	1,271.07
591-556.000-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	JULY STATEMENT	721267	08/01/12	293.41
591-556.000-937.000	MISCELLANEOUS	JERI ENDLER	BILLING ERROR	JULY	08/08/12	157.30
591-556.000-955.000	MISCELLANEOUS			008/03/12	08/01/12	17.05
Total For Fund 590 SEWER ENTERPRISE FUND						23,517.06

User: erin  
DB: Dexter

EXP CHECK RUN DATES 07/30/2012 - 08/08/2012  
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 591	WATER ENTERPRISE FUND						
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-955.000	MISCELLANEOUS						
591-556.000-977.000	EQUIPMENT	HACKNEY HARDWARE	JULY STATEMENT	JULY	08/08/12	7.99	38598
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	SUPPLIES	\$100468604-001	08/01/12	500.00	38591
591-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	SUPPLIES	86945	08/01/12	325.20	38609
591-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	SUPPLIES	86946	08/01/12	62.05	38609
591-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	SUPPLIES	86760	08/01/12	161.00	38609
591-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	SUPPLIES	86759	08/01/12	644.00	38609
591-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	SUPPLIES	86758	08/01/12	1,288.00	38609
591-556.000-977.000	EQUIPMENT	PEERLESS MIDWEST INC.	5TH WELL HOUSE	33575	08/01/12	322.50	38617
591-556.000-977.000	EQUIPMENT	USA BLUE BOOK	WWTP	716500	08/01/12	224.02	38629
			Total For Dept 556.000 WATER UTILITIES DEPARTMENT			38,338.74	
			Total For Fund 591 WATER ENTERPRISE FUND			38,338.74	
Fund 701	TRUST & AGENCY FUND						
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
701-000.000-254.000-D	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	89.00	38614
701-000.000-254.000-D	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	391.75	38614
701-000.000-254.000-K	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	JUNE INVOICES	08/02/12	08/01/12	203.00	38614
			Total For Dept 000.000 ASSETS, LIABILITIES & REV			683.75	
			Total For Fund 701 TRUST & AGENCY FUND			683.75	
			Fund Totals:				
			Fund 101 GENERAL FUND			83,833.04	
			Fund 202 MAJOR STREETS FUND			132,730.05	
			Fund 203 LOCAL STREETS FUND			3,591.68	
			Fund 204 MUNICIPAL STREETS			2,232.11	
			Fund 303 STREETSCAPE DEBT SERVICE FU			602.67	
			Fund 402 EQUIPMENT REPLACEMENT FUND			404.90	
			Fund 403 SRP PROJECT FUND			9,985.75	
			Fund 404 DWRP PROJECT FUND			2,740.25	
			Fund 405 MILL CREEK PARK PROJECT FUN			95,505.08	
			Fund 590 SEWER ENTERPRISE FUND			23,517.06	
			Fund 591 WATER ENTERPRISE FUND			38,338.74	
			Fund 701 TRUST & AGENCY FUND			683.75	
			Total For All Funds:			394,165.08	



**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: NUBC Tasting Room Postponement  
Date: August 7, 2012

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At the July 2, 2012 meeting the Planning Commission held a public hearing on the request submitted by Northern United Brewing Company (NUBC) for 2319 Bishop Circle East to permit a tasting room.

The Planning Commission held the required public hearing and there was no public present to comment. The applicant was also absent from the meeting therefore the Planning Commission postponed action until the applicant could be present to answer additional questions.

The Planning Commission's main concern was how the applicant would prevent the tasting room from becoming a tavern, which is not a permitted or special land use within the RD Research and Development District.

Staff has subsequently provided additional information and potential definitions, attached, for tasting rooms. The definitions have been provided as an example of what tasting rooms entails and what the Village could possibly adopt as a definition in Article 2, Definitions of the Village of Dexter Zoning Ordinance.

The attached definition, noted as Section 2, provides one possible description of a tasting room. Based on the definition and the applicant's description of their proposed use, this definition would seem suitable for the current special land use request.

**PLANNING COMMISSION ACTION**

On August 6, 2012 the Planning Commission re-opened the postponed public hearing and discussed the request. The applicant was present at the meeting and provided additional information on the anticipated operations of the tasting room. The discussion between the Commission and the applicant included, but was not limited to the following:

- tasting room definition and clarification of what a tasting room typically entails
- Planning Commission's satisfaction with the definition provided in the packet; staff directed to proceed with creating a definition and posting the ordinance amendment for consideration and public hearing at the September meeting.
- Types of liquor licenses – Class C license is issued to restaurants, taverns and bars; applicants license is a combination of distillery, winery and brewery which ONLY permits on-site consumption of beverages manufactured on site.
- The product or the destination/location of the tasting room does not invite a tavern/restaurant atmosphere

- Applicant's vision for operation of tasting room is less than 6% of total building area; the tasting room is an accessory use to the principle manufacturing use of the facility. The tasting room is accessory similar to a testing facility within the manufacturing facility.
- Current location on Broad Street will likely transform to restaurant for those patrons wanting a restaurant atmosphere.
- Bishop Circle manufacturing facility more of a tourist destination, retail sales, less focus on restaurant and more focus on tours.
- Bishop Circle location in Dexter Business and Research Park (DBRP) not a gathering destination.

Following the dialog between the Planning Commission and the applicant the Planning Commission closed the public hearing and passed the following motion:

Based on the information provided by the applicant at the July 2, 2012 and August 6, 2012 Planning Commission meetings and pursuant to Section 8.03, Special Land Use review standards, the Planning Commission recommends that the Village Council APPROVE the request from Northern United Brewing Company to permit a tasting room to be located at 2319 Bishop Circle East based on the Planning Commission's review and determination that the use is compatible in accordance with Section 3.17 of the Village of Dexter Zoning Ordinance.

The Special Land Use permit is granted with the following conditions:

1. Hours of operation are limited to 10 am to 10 pm.
2. Provisions for the extension of hours of operations for special events.
3. Provide a detailed floor plan for the tasting room and retail sales to verify compliance with the Village Zoning Ordinance requirements.
4. Payment of a tap fee as required by Village ordinance and resolution.

The Planning Commission also directed staff to proceed with setting a public hearing to incorporate a tasting room definition into Article 2, Definitions, of the Village of Dexter Zoning Ordinance.

### **ACTION REQUESTED**

Following the Planning Commission's recommendation the Village Council must take action on the special land use request.

It is also recommended that the Village Council consider detailing the provisions for extension of the hours of operation for special events. Staff recommends that the applicant be required to submit a temporary use permit for all special events on the site. The permit would detail the hours and duration of the special event to assist the Village in monitoring of compliance issues. A copy of the permit is attached to this memo for Council's reference.



**SUGGESTED MOTIONS**

Based on the Planning Commission recommendation and pursuant to Section 8.03, Special Land Use review standards, the Village Council (**APPROVES / DENIES**) the request from Northern United Brewing Company to permit a tasting room to be located at 2319 Bishop Circle East based on the Planning Commission’s review and determination that the use is compatible in accordance with Section 3.17 of the Village of Dexter Zoning Ordinance.

The Special Land Use permit is granted with the following conditions:

1. Hours of operation are limited to 10 am to 10 pm.
2. A temporary use permit must be filed requesting an extension of hours of operations for special events.
3. Provide a detailed floor plan for the tasting room and retail sales to verify compliance with the Village Zoning Ordinance requirements.
4. Payment of a tap fee as required by Village ordinance and resolution.

OR

Based on the information provided by the applicant and pursuant to Section 8.03, Special Land Use review standards, the Village Council moves to (**POSTPONE**) the Special Land Use request submitted by Northern United Brewing Company, for a tasting/sampling room until (**DATE**) to allow the applicant more time to address the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Section 1. Section 4.020 of Ordinance No. 1847-92, as amended, definition of “Brewery, micro,” which currently reads as follows:

“Brewery, micro-” means a small-scale beer brewing plant located within a restaurant or tavern building in which a portion of the building is used for the production of beer for wholesale distribution and for on-site retail sale to restaurant or tavern patrons.

Is hereby amended to read as follows:

“Micro-brewery, micro-distillery, or micro-winery” means small scaled business located in a building where the primary use is for restaurant, retail, or tasting room, and which specializes in producing limited quantities of wine, beer, or other alcoholic beverage.

Section 2. Section 4.020 or Ordinance No. 1847-92, as amended (EMC 19.04.020), is hereby amended by the addition of the following definition:

✓ “Tasting room” means an establishment that allows customers to taste samples of wine, beer or other alcoholic beverage and has a State of Washington issued liquor license as a tasting room. A tasting room may include wine, beer, or other alcoholic beverage and related items sales, marketing events, special events, entertainment, and/or food service. Establishments that are classified by the State Liquor Control Board as bars, nightclubs, taverns or restaurants are not included in this definition.

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## Wikipedia

### Tasting room

From Wikipedia, the free encyclopedia

A **tasting room** is a part of a winery, typically located on the premises of the winery's production facilities, at which guests may sample the winery's products. Originally an informal public relations outreach effort of wineries to encourage visitors and build brand awareness and loyalty by dispensing free wine, tasting rooms have increasingly become sophisticated profit centers of winery operations, earning money by charging tasting fees, selling wine directly to consumers, signing new members to the winery's wine club, hosting weddings and other public and private events, and selling various wine and gift-related goods.<sup>[1]</sup>

### Description

A typical tasting room is operated by a winery located in a rural vineyard, where most of the production, bottling, marketing, and distribution takes place. It is usually separated from the main production facilities, either in a room by itself or a separate building, with a designated parking area and landscaped gardens or grounds, often with picnic areas for guests.<sup>[2]</sup> They are typically open during abbreviated midday business hours, several days per week.

The primary feature of a tasting room is a tended walk-up bar counter where guests are offered small samples from a list of wines produced by the winery, usually for a small fee. Wine is poured by staff that has been trained in knowledge of the winery, who will answer questions and make conversation with guests. In smaller wineries the owners, winemaker, or other executives may personally meet guests and pour wine. Larger operations often treat their tasting room as a sophisticated business unit with its own manager and dedicated staff, who usually work on a commission basis according to how much they sell. Some wineries encourage guests to keep their glass; most apply the fee to wine purchases.<sup>[2]</sup> Wineries usually pour their most popular wines available at other retail locations (if any), but may also offer limited-release wines that are for sale only on premises. They often withhold their most expensive wines, except for guests who pay a premium fee or who seem likely to be good customers.

Other common features are gifts, food items, and publications for sale. Some wineries offer tours as well. A few have restaurants or markets. Some offer tastings and tours by appointment only, for business or local zoning reasons.<sup>[2]</sup>

Whereas tasting rooms were once an opportunity to taste or drink wine, economic efficiency and concerns over legal liability for drunk guests have encouraged most wineries to carefully limit the number and size of pours for each guest. Another legal issue is that wineries have been forced by aggressive litigators<sup>[2]</sup> to comply with the ADA and other handicap issues. Most are now accessible to disabled guests, without steps, gravel walks, and other barriers.<sup>[4]</sup>

Some wineries operate multiple tasting rooms in various cities. Others, particularly smaller wineries or those that are not easily accessible or permitted for visitors, join together in cooperative arrangements within a single tasting room, often in a nearby town.<sup>[5][6]</sup> Some larger wineries have special "reserve" or VIP tasting rooms for handling large parties, industry representatives, and samples of more expensive or "library" wines. In other cases tasting rooms

are operated as a commercial venture by an independent party that buys wines from the wineries, often as part of a wine store.

## Tasting room economics in the United States

Tasting rooms are still considered an important brand-building feature in the wine business.<sup>[1]</sup> However, they have become increasingly important as outlets for direct-to-consumer sales, particularly for small wineries that do not have extensive distribution arrangements. By avoiding a middleman and selling high-priced bottles, tasting rooms achieve much greater profits per bottle than in their wholesale operations.<sup>[1]</sup>

According to one industry survey 59 percent of American wineries charged a tasting fee in their tasting rooms for sampling wine<sup>[5]</sup> (although many applied the fee toward a wine purchase, if any). Tasting rooms accounted for 43% of all winery sales in California, Washington, and Oregon, and 68% in other states.<sup>[5]</sup>

## References

1. ^ Lance Cutler (February 15, 2006). "Maximizing Tasting Room Effectiveness: Having grown from public relations stopovers to money-making epicenters, our experts discuss the keys to successful tasting rooms." Wine Business Monthly.
2. ^ <sup>a</sup> <sup>b</sup> <sup>c</sup> Ann Cierley (March 29, 2007). "Ask a Wine-Know: Visiting a winery or tasting room". Southwest Voice.
3. ^ Matt Krasnowski (September 12, 2004). "Flood of ADA lawsuits irks small businesses". San Diego Union Tribune.
4. ^ John A. McKinsey (February 15, 2008). "Tasting Room Liability: Alcohol regulations, slips and falls, the Americans with Disability Act and more." Wine Business Monthly.
5. ^ <sup>a</sup> <sup>b</sup> <sup>c</sup> Cathy Fisher (05/15/2007). "2007 Tasting Room Survey Report: Tasting rooms continue to grow into key profit centers as efforts to communicate with customers become more sophisticated". Wine Business Monthly.
6. ^ "Wineries open joint tasting room". San Jose Mercury News. October 23, 1991.
7. ^ <sup>a</sup> <sup>b</sup> W. Blake Gray (September 8, 2006). "Tiny pours equal big business: Tasting rooms are a crucial source of income for California wineries". San Francisco Chronicle.

↪ All translations of tasting room

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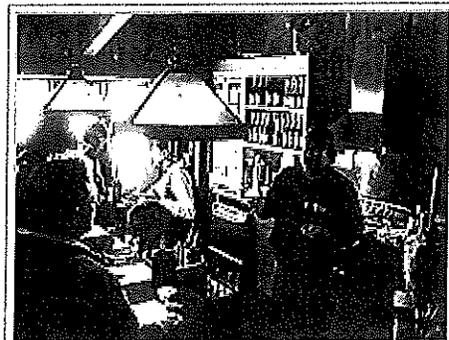
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# Tasting room

From Wikipedia, the free encyclopedia

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The modest Shady Lane tasting room in the Leelanau Peninsula, Michigan, is in a former chicken coop.

## Description



The Ferrari-Carano "Reserve" tasting room (in the Dry Creek Valley AVA) is in a separate basement facility.

A typical tasting room is operated by a winery located in a rural vineyard, where most of the production, bottling, marketing, and distribution takes place. It is usually separated from the main production facilities, either in a room by itself or a separate building, with a designated parking area and landscaped gardens or grounds, often with picnic areas for guests.<sup>[2]</sup> They are typically open during abbreviated midday business hours, several days per week.

The primary feature of a tasting room is a tended walk-up bar counter where guests are offered small samples from a list of wines produced by the winery, usually for a small fee. Wine is poured by staff that has been trained in knowledge of the winery, who will answer questions and make conversation with guests. In smaller wineries the owners, winemaker, or other executives may personally

meet guests and pour wine. Larger operations often treat their tasting room as a sophisticated business unit with its own manager and dedicated staff, who usually work on a commission basis according to how much they sell. Some wineries encourage guests to keep their glass; most apply the fee to wine purchases.<sup>[2]</sup> Wineries usually pour their most popular wines available at other retail locations (if any), but may also offer limited-release wines that are for sale only on premises. They often withhold their most expensive wines, except for guests who pay a premium fee or who seem likely to be good customers.

Other common features are gifts, food items, and publications for sale. Some wineries offer tours as well. A few have restaurants or markets. Some offer tastings and tours by appointment only, for business or local zoning reasons.<sup>[2]</sup>

Whereas tasting rooms were once an opportunity to taste or drink wine, economic efficiency and concerns over legal liability for drunk guests have encouraged most wineries to carefully limit the number and size of pours for each guest. Another legal issue is that wineries have been forced by aggressive litigators<sup>[3]</sup> to comply with the ADA and other handicap issues. Most are now accessible to disabled guests, without steps, gravel walks, and other barriers.<sup>[4]</sup>

Some wineries operate multiple tasting rooms in various cities. Others, particularly smaller wineries or those that are not easily accessible or permitted for visitors, join together in cooperative arrangements within a single tasting room, often in a nearby town.<sup>[5][6]</sup> Some larger wineries have special "reserve" or VIP tasting rooms for handling large parties, industry representatives, and samples of more expensive or "library" wines. In other cases tasting rooms are operated as a commercial venture by an independent party that buys wines from the wineries, often as part of a wine store.

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Tasting rooms are still considered an important brand-building feature in the wine business.<sup>[7]</sup> However, they have become increasingly important as outlets for direct-to-consumer sales, particularly for small wineries that do not have extensive distribution arrangements. By avoiding a middleman and selling high-priced bottles, tasting rooms achieve much greater profits per bottle than in their wholesale operations.<sup>[7]</sup>



The elaborate Stryker Sonoma tasting room in the Alexander Valley AVA, California

According to one industry survey 59 percent of American wineries charged a tasting fee in their tasting rooms for sampling wine<sup>[5]</sup> (although many applied the fee toward a wine purchase, if any). Tasting rooms accounted for 43% of all winery sales in California, Washington, and Oregon, and 68% in other states.<sup>[5]</sup>

## References

- <sup>^</sup> Lance Cutler (February 15, 2006). "Maximizing Tasting Room Effectiveness: Having grown from public relations stopovers to money-making epicenters, our experts discuss the keys to successful tasting rooms." (<http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=42351>) . Wine Business Monthly. <http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=42351>.
- <sup>^ a b c</sup> Ann Cierley (March 29, 2007). "Ask a Wine-Know: Visiting a winery or tasting room" (<http://www.swvoice.com/home/ViewPost/20791>) . Southwest Voice. <http://www.swvoice.com/home/ViewPost/20791>.
- <sup>^</sup> Matt Krasnowski (September 12, 2004). "Flood of ADA lawsuits irks small businesses" (<http://www.signonsandiego.com/news/state/20040912-9999-1n12litigant.html>) . San Diego Union Tribune. <http://www.signonsandiego.com/news/state/20040912-9999-1n12litigant.html>.
- <sup>^</sup> John A. McKinsey (February 15, 2008). "Tasting Room Liability:Alcohol regulations, slips and falls, the Americans with Disability Act and more." (<http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=54458>) . Wine Business Monthly. <http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=54458>.
- <sup>^ a b c</sup> Cathy Fisher (2007-05-15). "2007 Tasting Room Survey Report:Tasting rooms continue to grow into key profit centers as efforts to communicate with customers become more sophisticated" (<http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=48430>) . Wine Business Monthly. <http://www.winebusiness.com/ReferenceLibrary/webarticle.cfm?dataId=48430>.

**VILLAGE OF DEXTER  
ZONING COMPLIANCE APPLICATION  
FOR  
SECTION 3.06 TEMPORARY STRUCTURES AND USES**

Fee: \$25.00      Receipt #: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
Property Address                      Tax Code I.D.                      Proposed Use                      Zoning District

\_\_\_\_\_  
Property Owner, Address, City, State, Zip                      Phone

\_\_\_\_\_  
Applicant, Address, City, State, Zip                      Phone

Approval is requested for (length of time -- max. 12 months unless otherwise stated below) \_\_\_\_\_

In accordance with Section 3.06 \_\_\_\_\_

\_\_\_\_\_  
Property Owner's Signature                      Date

Temporary buildings and structures shall comply with the following requirements:

**1. Temporary Structures Used for Residential Purposes**

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

Also, a mobile home or other approved living quarters may be occupied as a residence on a temporary basis on sites for which a building permit has been issued for construction, major repair, or remodeling of a new dwelling unit, subject to the following:

- a. Such permits may be issued by the Zoning Administrator for up to six (6) months in duration and may be renewed for a period of up to six (6) months, provided that work is proceeding in an expeditious manner.
- b. The total duration of a temporary permit shall not exceed twelve (12) months.
- c. Temporary structures shall comply with the setback standards for the district in which they are located.
- d. The Zoning Administrator shall approve electrical and utility connections to any temporary structure.
- e. An approved temporary structure may be moved onto a site fourteen (14) days prior to commencement of construction and shall be removed within fourteen (14) days following issuance of a Certificate of Occupancy for the permanent dwelling.

**2. Temporary Structures Used for Nonresidential Purposes**

Temporary buildings for nonresidential use, including semi-trucks/trailers and concrete batch plants, shall be permitted only when the intended use is by a contractor or builder in conjunction with a construction project, and only after review and approval by the Zoning Administrator. Such temporary structures shall

be removed immediately upon completion of the construction project and prior to a request for a Certificate of Occupancy for the project.

**3. Permits**

Permits for the utilization of temporary structures shall be issued by the Zoning Administrator. The permit shall specify a date for the removal of the temporary structure, and the Zoning Administrator shall require posting of a bond to ensure removal. A Certificate of Occupancy shall be required for such structures.

- a. The applicant shall furnish the Village with a performance guarantee in the amount of five hundred dollars (\$500.00) to assure removal of the temporary structure.
- b. The Zoning Administrator may require a performance bond to assure proper clean-up.

**4. Use as an Accessory Structure**

A temporary building or structure shall not be used as an accessory building or structure, except as permitted herein.

**5. Special Events and Other Temporary Uses**

The Zoning Administrator may grant temporary use of land and structures for special events and other temporary uses, as defined in Article II of this Ordinance, subject to the following general conditions:

- a. Adequate off-street parking shall be provided.
- b. The applicant shall specify the exact duration of the temporary use.
- c. Electrical and utility connections shall be approved by the Zoning Administrator.

The following conditions apply to specific temporary uses:

- a. Carnival or Circus
  - Maximum duration: 10 days.
  - Operator or sponsor: Non-profit entity
  - Location: Shall not be located in or adjacent to any developed residential area except on church, school or park property.
- b. Sidewalk Display and Sale of Bedding Plants
  - Maximum duration: 90 days.
  - Location: In commercial districts only.
  - Sidewalk Coverage: Shall not cover more than 50 percent of the width of the sidewalk.
- c. Christmas Tree Sales
  - Maximum duration: 45 days.
  - Location: Shall not be located in or adjacent to any developed residential area.
  - Clean-up: Stumps, branches, and other debris shall be completely removed from site.

Date \_\_\_\_\_ Approved

APPROVAL STAMP

\_\_\_\_\_ Denied

Reviewed by: \_\_\_\_\_

REASONS FOR DENIAL:



**Applicant:** Northern United Brewing Company (NUBC)

**Project Name:** NUBC - Tasting/Sampling Room Special Land Use Request

**Review Date:** June 22, 2012

**Location:** 2319 Bishop Circle East

**Zoning:** RD Research and Development

**Action Requested:** Action on request for special land use approval to permit a tasting/sampling room in less than 15% of the existing 68,000 square foot building.

### **SPECIAL LAND USE APPROVALS**

In accordance with Article 8, Special Land Use review and approval provides the following:

- Provide a mechanism for public input on decisions involving more intense land uses.
- Establish criteria for both new development and infill/redevelopment consistent with the Village's land use goals and objectives as stated in the Village Master Plan.
- Regulate the use of land on the basis of impact to the Village overall, and adjacent properties in particular.
- Promote a planned and orderly development pattern which can be served by public facilities and service in a cost-effective manner.
- Ensure uses can be accommodated by the environmental capability of specific sites.
- Provide site design standards to diminish negative impacts of potentially conflicting land uses.
- Provide greater flexibility to integrate land uses within the Village.

### **PROJECT AND SITE DESCRIPTION**

Northern United Brewing Company (NUBC) is a local brewery and wine maker currently based out of Ann Arbor. NUBC is purchasing a building at 2319 Bishop Circle East to house their headquarters and manufacturing operations. According to NUBC's website their mission is to continue to make beers of outstanding art and flavor. "Making beer is a labor of love, and everyone at NUBC strives to create beers to lighten the spirit and soothe the soul. Sharing the joy to the betterment of mankind is the most that anyone at NUBC could hope to accomplish. The craft beers of NUBC use the finest, hand-made quality using ingredients borne of the northern Michigan landscape. This is why Northern United Brewing Company brews with Michigan malted-grain, hops and water whenever possible."

NUBC's future location at 2319 Bishop Circle East is located in the Dexter Business and Research Park (DBRP), a certified Industrial Park, located off of Dan Hoey Road. The DBRP is zoned Research and Development (RD).

NUBC plans to use the approximately 68,000 square foot facility as their corporate headquarters, a tasting/retail room and for the manufacturing of beer, wine and spirits that they will provide to their restaurants around the State of Michigan.

The applicant proposes to renovate less than 10,200 square feet (sq ft) (less than 15%) of an existing 68,000 square foot building within the Dexter Business and Research Park to provide for tasting and sampling of the products manufactured at the location. The applicant also proposes to have retail sales of products at the site within the less than 10,200 square feet.

On May 29, 2012 the Village Council approved a new liquor license at 2319 Bishop Circle East. The approved liquor license includes approval to permit on-site consumption, i.e. tasting room.

## **ORDINANCE OVERVIEW**

In accordance with Section 3.07, A land use which is not cited by name as a permitted use in a zoning district may be permitted upon determination by the Planning Commission that such use is clearly similar in nature and compatible with the listed or existing uses in that district. In making such a determination, the Planning Commission shall consider the following: specific characteristics of the use in question and compare such characteristics with those of the uses which are expressly permitted in the district. Such characteristics shall include, but are not limited to, traffic generation, types of service offered, types of goods produced, methods of operation, and building characteristics. If the Planning Commission determines that the proposed use is compatible with permitted and existing uses in the district, the Commission shall then decide whether the proposed use shall be permitted by right, as a special land use, or as a permitted accessory use. The proposed use shall be subject to the review and approval requirements for the district in which it is located. The Planning Commission shall have the authority to establish additional standards and conditions under which a use may be permitted in a district.

On June 4, 2012 the Planning Commission reviewed the applicant's project description and staff review and determined that a tasting/sampling room was a compatible use within the RD district as a special land use. The applicant subsequently applied for special land use approval in accordance with Article 8, Special Land Uses.

## **LAND USE AND ZONING**

**Site:** The subject site is zoned RD, Research and Development District and is located in the Village of Dexter Business and Research Park, a certified industrial park.

The site is surrounded by property zoned RD, Research and Development, with uses including office, manufacturing, assembly, research, testing, etc. in accordance with Article 17, RD, Research and Development, of the Village of Dexter Zoning Ordinance.

Pursuant to Article 17, RD permitted land uses include research, manufacturing, light industrial, and testing uses. Special land uses include restaurants and child care for employees, recycling centers and fitness centers. Article 17 is included for reference.

## COMPATIBILITY

On June 4, 2012 the Planning Commission reviewed the following to determine the compatibility of the tasting/sampling room use.

Traffic Generation - The applicant provided information that they expect approximately 100 visitors a day between customers, distributors, and wholesales ad approximately 50 employees to start.

Types of good and services – The site uses will include:  
Manufacturing, warehousing, offices, tasting room and retail.

Permitted uses within the RD District include manufacturing and production. Although the applicant's primary use is manufacturing the proposed tasting/sampling room has is retail and testing.

Operation –The applicant has indicated that they plan to run their manufacturing operations 24 hours a day and the tasting room between the hours of 10 am and 10 pm. The Planning Commission should consider regulating hours of the tasting/sampling room in order to prevent the tasting/sampling room from turning into a tavern, which is prohibited in the district.

Building/Site Characteristics –The site is located in the center of the Dexter Business and Research Park. The property is surrounded by roads on 3 sides. The office and retail portion of the building is located on the east side of the building and the vacant property is located on the west half of the parcel. The main entrance to the office/retail space is off of Bishop Circle East.



Other - No site improvements are being proposed at this time. Site plan review will be required for any building or parking additions in accordance with Article 21, Site Plan Review and Approval.

**SPECIAL USE CONSIDERATIONS**

Pursuant to Section 8.03, the Zoning Ordinance requires that the Planning Commission and Village Council consider the following standards for the use at the proposed location:

- A. *The Special Land Use will be consistent with the goals, objective and future land use plan described in the Dexter Master Plan.*

The future land use map designates the subject site as Research and Development District (RD). The RD land use classification provides for a diverse range of wholesale, parts assembly, high-tech industry, research facilities, laboratories, and light fabrication operations. Compatible uses within the district include those permitted and special land uses per Article 17, Research and Development District, of the Village of Dexter Zoning Ordinance, including but not limited to, manufacturing and testing as proposed by the applicant. The tasting/sampling room is a unique accessory use to the manufacturing, production and testing of the products made by NUBC.

- B. *The Special Land Use will be consistent with the stated intent of the zoning district.*

The intent of Article 17, Research and Development (RD) District is to “provide for the development or redevelopment of larger parcels of land as an industrial subdivision. This district is located to permit the development of industrial uses consistent with road, transportation and utility service availability and to protect both the industrial park and the surrounding areas against the encroachment of incompatible uses. To these ends, certain uses, which would function more effectively in other districts and would interfere with the operation of industrial park activities and the purpose of this district, have been excluded. This district is was established to promote and to protect the health, safety and welfare of the general public; designate, regulate, and restrict the location, purpose and use of buildings and all other research and development structures in Dexter and to protect the character and stability through promotion of orderly and beneficial development; to prevent overcrowding; to promote the most advantageous development and use of these lands; to provide for appropriate facility design in keeping with the character of the subdivision; and, to encourage and promote a healthy, stable local economy.”

- C. *The Special Land Use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.*

The applicant is proposing all changes to the interior of the building, excluding signage and minor landscaping improvements. The proposed interior improvements will be required to meet all Michigan Building Code. Any exterior improvements will require site plan review

and approval in accordance with Article 21 of the Village of Dexter Zoning Ordinance. A site plan is included in the packet for your review.

The Planning Commission has previously discussed the compatibility of the tasting/sampling room in the district and determined that the use was accessory and similar to testing that would be associated with product manufacturing.

The Planning Commission and Council can consider placing conditions on the special land use approval. Conditions may only be placed on the special land use approval if they meet the following:

1. protect the health, safety, and welfare of those affected;
2. are related to the valid exercise of the police power of the Village;
3. are necessary to meet the intent and purpose of this Ordinance;
4. are related to the standards established in this Ordinance for the land use or activity under consideration and are necessary to ensure compliance with those standards;
5. provide adequate protection to existing land uses so the proposed land use will not be detrimental or injuries to the surrounding neighborhood.

D. *The Special Land Use will not significantly impact the natural environment.*

The applicant is not proposing to change anything on the exterior of the site at this time or in association with the requested tasting/sampling room.

E. *The Special Land Use can be served adequately by public facilities and services such as police and fire protection, schools, drainage structures, water and sewage facilities, and refuse disposal.*

The site is currently served adequately by public facilities and services. The applicant will be required to pay an additional tap fee for the increase burden on the system, if applicable.

F. *The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved.*

It is not anticipated that the proposed tasting/sampling room will make vehicular and pedestrian traffic more hazardous. There may be an increase in traffic that has not generally been associated with the Dexter Business and Research Park due to the tours and sampling being offered.

G. *The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.*

The proposed tasting/sampling room is within an existing building. The use should not interfere or discourage development and use of adjacent land or buildings. The applicant's will own 10.67 acres, half of which is currently vacant (see aerial photo above). The use will create a destination in the Village for economic development through tours and additional employment.

- H. *The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.*

We would not anticipate any negative impacts to the health, safety, or welfare to the public if the tasting and sampling conforms to the applicant's liquor license and service requirements.

***Items to be Addressed:***

1. *Applicant to provide additional information on type of tasting/sampling, such as samples for sale or samples for free in association only with tours or tastings.*
2. *Applicant to provide additional information on if hours may need to be extended due to the occasional special event or afterhours activity.*

**CONCLUSION**

Based on the comments of this review we find that the proposed Special Land Use to permit a tasting/sampling room to be located at 2319 Bishop Circle East in an area less than 10,200 square feet, including any retail space, meets the requirements of the Village's Special Land Use Provisions.

We recommend approval of the special land use with the following condition:

1. Hours of operation are limited to 10 am to 10 pm.
2. Provisions for the extension of hours of operations for special events.
3. Provide a detailed floor plan for the tasting room and retail sales to verify compliance with the Village Zoning Ordinance requirements.
4. Payment of a tap fee as required by Village ordinance and resolution.

---

**Allison Bishop, AICP**  
**Community Development Manager**

CC: Donna Dettling, Village Manager  
Applicant

**SUGGESTED MOTIONS**

Based on the information provided by the applicant at the July 2, 2012 Planning Commission meeting and pursuant to Section 8.03, Special Land Use review standards, the Planning Commission recommends that the Village Council (**APPROVE / DENY**) the request from Northern United Brewing Company to permit a tasting/sampling room to be located at 2319 Bishop Circle East based on the Planning Commission’s review and determination that the use is compatible in accordance with Section 3.17 of the Village of Dexter Zoning Ordinance.

The Special Land Use permit is granted with the following conditions:

1. Hours of operation are limited to 10 am to 10 pm.
2. Provisions for the extension of hours of operations for special events.
3. Provide a detailed floor plan for the tasting room and retail sales to verify compliance with the Village Zoning Ordinance requirements.
4. Payment of a tap fee as required by Village ordinance and resolution.

OR

Based on the information provided by the applicant at the July 2, 2012 Planning Commission meeting and pursuant to Section 8.03, Special Land Use review standards, the Planning Commission moves to (**POSTPONE**) the Special Land Use request submitted by Northern United Brewing Company, for a tasting/sampling room until (**DATE**) to allow the applicant more time to address the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Thank you,

## Article XVII

# RD RESEARCH AND DEVELOPMENT DISTRICT

### Section 17.01 INTENT

This district provides for the development or redevelopment of larger parcels of land as an industrial subdivision. This district is located to permit the development of industrial uses consistent with road, transportation and utility service availability and to protect both the industrial park and the surrounding areas against the encroachment of incompatible uses. To these ends, certain uses, which would function more effectively in other districts and would interfere with the operation of industrial park activities and the purpose of this district, have been excluded. Industrial park district development shall comply with the applicable sections of the Village of Dexter Subdivision Regulations.

This district is has been established to promote and to protect the health, safety and welfare of the general public; designate, regulate, and restrict the location, purpose and use of buildings and all other research and development structures in Dexter and to protect the character and stability through promotion of orderly and beneficial development; to prevent overcrowding; to promote the most advantageous development and use of these lands; to provide for appropriate facility design in keeping with the character of the subdivision; and, to encourage and promote a healthy, stable local economy.

### Section 17.02 PERMITTED PRINCIPAL USES

- A. Research facilities.
- B. Manufacturing, compounding, processing, packaging or treatment of such products as, but not limited to: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, non-animal agricultural products, hardware and cutlery, tools, die, gauge and machine shops, however excluding:
  - 1. Smelting or other similar processing of raw ores and metals.
  - 2. All petroleum products and products with petroleum bases, from asphalt to perfume.
  - 3. Slaughtering and/or processing of animals and animal parts.
- C. Manufacturing, compounding, assembling, or treatment of articles or merchandise from previously prepared materials: bone, canvas, cellophane, cloth, cork, elastomers, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, rubber, precious or semi-precious metals or stones, sheet metal, shell, textiles, tobacco, wax, wire, wood and yarns.

- D. Packaging of previously prepared goods and materials, but not including the bailing of discards such as iron or other metal, wood, lumber, glass, paper, rags, cloth, or other materials not generated on-site.
- E. Printing, lithographic, blueprinting, and similar processes when used to manufacture product but excluding retailing of product or service, such as a copy and printing center for carry-in/carry out service.
- F. Laboratories - experimental, film, testing.
- G. Storage of materials to be used on-site and of products made on-site, but excluding warehousing of items not involved in the on-site processes.
- H. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay and kilns fired only by electricity or natural gas.
- I. Manufacture and repair, when repair is incidental to manufacturing, of sheet metal products.
- J. Testing facilities.
- K. Retail/Showroom for goods manufactured on site or in conjunction with site operations. Maximum 15% of total gross floor area.
- L. Accessory uses, buildings or structures.
- M. Signs, only in accordance with the regulations specified in Article VII and applicable protective covenants.
- N. Off-street parking in accordance with regulations in Article V and applicable protective covenants.

### **Section 17.03 SPECIAL USES**

The following uses may be permitted, upon review and approval by the Village Council in accordance with the general standards for all Special Land Uses listed in Section 8.03, and the standards for the specific use listed in Section 8.11.

- A. Restaurants and cafeteria facilities and child care facilities for employees when in a separate building. This provision does not apply to such facilities when provided as an Incidental use within a principal building.
- B. Bus stops and taxi stands.

- C. Any permitted use producing more than 70 decibels at the property line when such use is completely enclosed and when located in the interior of the district so that no property line shall form the exterior boundary of the RD district.
- D. Recycling centers.
- E. Personal fitness center.

## **SECTION 17.04 REQUIRED CONDITIONS**

Unless defined herein, definitions of words and phrases shall be as contained in the Village of Dexter Zoning Ordinance.

- 1. Open storage or materials and products on the lots is prohibited.
- 2. Each lot shall be at least one acre in size.
- 3. All vehicle access to any lot within an industrial or research and development park shall be constructed or permitted to exist from a park entrance drive.
- 4. All building and other structures shall be constructed of durable materials, such as face brick, treated concrete, steel, aluminum or other architectural exterior surfaces or equal material, requiring no periodic painting or treatment. All building fronts shall be 50 percent or more masonry surface including the glass surface.
- 5. Site Landscaping shall be in accordance with regulations specified in Article 6, Landscaping Standards.
- 6. The following uses are forbidden within subject lands:
  - (a) Bowling alleys, roller rinks.
  - (b) Dance halls.
  - (c) Taverns
  - (d) Drive-in/car hop restaurants
  - (e) Car wash business
  - (f) Outside bulk storage of petroleum products, lumber and chemicals
  - (g) Truck terminals
  - (h) Local and suburban transit terminals but not including bus stops along a transit route
  - (i) Auto repair and body shops
  - (j) Trailer parks
  - (k) Motels and hotels
  - (l) Miniature golf ranges
  - (m) Kennels
  - (n) New or used car dealers

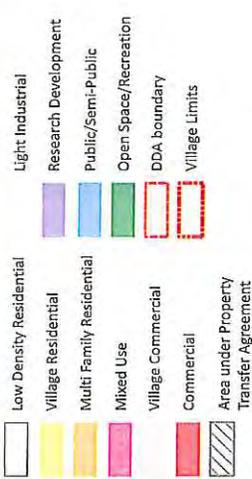
- (o) Retail commercial business
- (p) Warehouses or facilities for storage of material or goods not associated with, or secondary to, the operations of a permitted use.

## Industrial

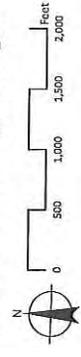
*Promote quality, job producing economic development within the Village that serves the needs of residents.*

### Objectives:

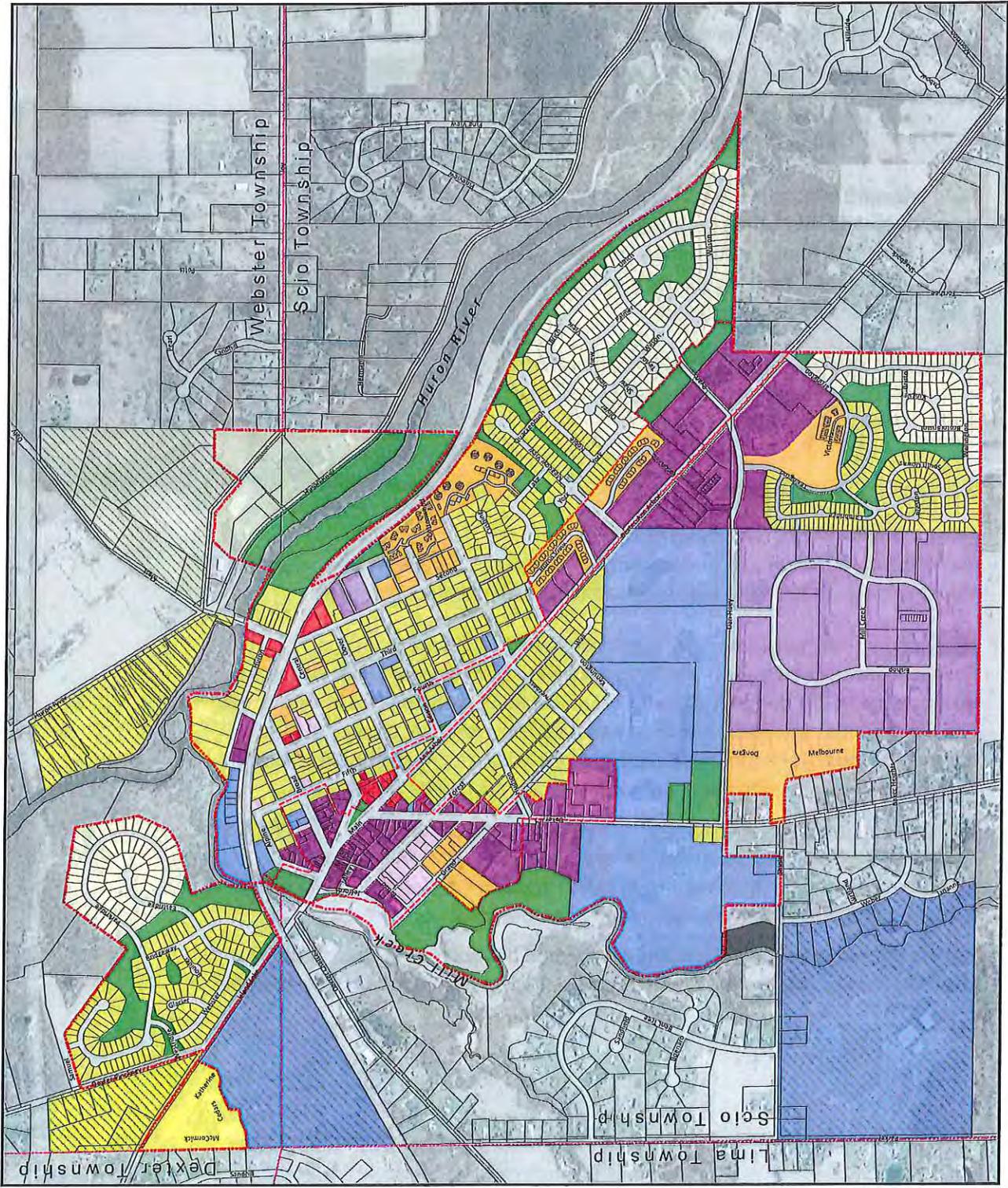
1. Guide development to foster the responsible use of land, preserve natural features and to make best use of existing public services, utilities and infrastructure.
2. Encourage high quality site and building designs that include the latest “green” technology and contribute to strong neighborhoods, vital shopping districts and desirable employment centers.
3. Identify and develop brownfield sites within the Village and work with the Washtenaw County Brownfield Redevelopment Authority in this regard.
4. Explore expansion of Dexter Business and Research Park, particularly for an additional access point.
5. Require adequate setbacks for industrial operations, landscape buffers and greenbelts to minimize visual and environmental conflicts with adjoining land uses.
6. Promote and coordinate activities aimed at improving the business climate within the Village, including cooperation with merchants and the Chamber of Commerce.
7. Foster development, redevelopment and expansion within the Village creating new employment and business opportunities.
8. Minimize negative impacts of industrial areas on non-industrial areas and on the environment.
9. Provide a balanced industrial development strategy to achieve environmental compatibility and maintain the neighborhood character of the Village.
10. Utilize and collaborate with the Michigan Economic Development Corporation (MEDC) and Ann Arbor SPARK for economic development assistance.



**Figure 6**  
**FUTURE LAND USE**  
 Village of Dexter  
 Washtenaw County, Michigan



Source: Washtenaw County Data  
 7-9-2012  
 Carlisle/Worrtman Associates, Inc.  
 Ann Arbor, Michigan



Description: The Light Industrial area is located along Huron River Drive in the northeast corner of the Village.

Relationship to Physical and Natural Features: Direct access to this area is provided via Huron River Drive. Municipal sewer and water are also available within this area.

Appropriate Uses: Desirable land uses and elements of the Light Industrial category are:

- \* Light manufacturing, assembly, packaging, and testing facilities that provide:
  - o Abundant landscaping
  - o Screening of services and loading areas
  - o Landscape buffering to protect adjacent residential uses

Land intensive industrial uses should not be permitted within the Village limits due to the associated off-site impacts that have the potential to significantly detract from the quality of life in the Village's residential neighborhoods.

Compatible Zoning Districts: The I-1, Light Industrial zoning district is compatible to the Light Industrial future land use classification.



## Research/Development

Intent: The Research/Development land use classification provides for a diverse range of wholesale, parts assembly, high-tech industry, research facilities, laboratories and light fabrication operations.

Description: The Future Land Use Map designates two (2) areas for Research/Development use. The Dexter Business and Research Park is located south of Dan Hoey Road and is a subdivided industrial park targeted toward research and development activities. A second Research/Development area is located between Second Street and the Railroad. In this area, the Research/Development designation is intended to allow the continued operation of its current uses.

Relationship to Physical and Natural Features: Utilities are available throughout the Dexter Business and Research Park development area, and soils are generally good for building construction. A woodlands buffer exists to the south of the industrial park providing screening from uses within Scio Township.

The area between Second Street and the railroad has access via Second Street with proximity to rail available to the rear. Municipal sewer and water are also available

within this area. Additional screening of the existing facility is appropriate due to its proximity to an established single-family neighborhood.

Appropriate Uses: Desirable land uses and elements of the Research/Development category are:

- \* Wholesale, parts assembly, high-tech industry and light fabrication operations that provide:
  - o Well-designed circulation systems
  - o Supportive facilities such as utilities
  - o Abundant landscaping, screening of services and loading areas
  - o Landscape buffering to protect adjacent residential uses.

Compatible Zoning Districts: The RD, Research and Development, zoning district is compatible to the Research/Development future land use designation.

## Public/Semi-Public

Intent: The Future Land Use Map designates uses such as existing and planned municipal buildings and facilities, parks, churches, cemeteries, public schools, and other uses providing public or semi-public services within this category. The Master Plan also designates areas for additional neighborhood parks in the Village to assist in meeting the recreational needs associated with future population increases and the development of new residential neighborhoods. These 'neighborhood squares' serve an important social and recreational role in the community and are designated so as to provide convenient pedestrian access for the residents.

Description: This category provides for governmental, as well as, joint public and private facilities. These facilities are scattered throughout the Village.

### Relationship to Physical and Natural

Features: The location of these areas and the necessary utilities to service them are dependent on the function each facility serves.

### Appropriate Uses:

- \* Municipal buildings and facilities
- \* Parks



## Economic Development

The Village of Dexter is a member of Ann Arbor SPARK, an Ann Arbor-based economic development corporation, and collaborates with the Michigan Economic Development Corporation (MEDC) and Dexter Area Chamber of Commerce to help retain existing and attract new business and industry within the Village of Dexter.

As part of Dexter's economic development, the State of Michigan permits municipalities to offer tax abatements. A tax abatement is a tax break that communities can offer as an incentive for businesses to locate in a particular community. Industrial tax abatements within the Village of Dexter last between one (1) to twelve (12) years, and can be up to a fifty percent (50%) abatement or tax rate (P.A. 198 of 1974, as amended). Tax abatements are only available within the Village's certified Research and Development Business Park. The Park was originally formed as part of a Local Development Finance Authority (LDFA) that was part of a Tax Increment Financing Authority (TIFA). In 2007, the TIFA district was eliminated.

The Village also encourages economic development through the Downtown Development Authority (DDA), which is also a TIFA district. The DDA is within the central downtown, and along the Dexter-Ann Arbor and Baker Road corridors (see Figure 6). The DDA was created in 1986, and through the Authority is able to capture tax increases associated with building and/or property improvements within the district. The amount of taxes captured through the TIFA is then reinvested in the DDA district facilitating further investment by property owners and encouraging economic development.

The DDA's reinvestment has funded significant streetscape and infrastructure improvements. The DDA recently invested over \$2 million in public infrastructure improvements (2010), and has contributed to the approval of tax credits to jump start several privately held projects within the DDA district.

The DDA can also utilize Brownfield Tax Credits as an incentive for development within the DDA district. The purpose of Brownfield Tax Credits is to facilitate the redevelopment of previously developed sites, consistent with Dexter's commitment to sustainability and its vision for the future. Brownfield tax credits provide a mechanism for redevelopment and revitalization of underutilized and/or contaminated sites, without which redevelopment is complicated, expensive and may not occur. Redeveloping brownfield sites helps to ease urban sprawl, promotes sustainability, encourages infill development and creates economic and job growth within the Village and DDA district.

The Village of Dexter should continue to strengthen cooperation and commitment efforts in economic development. The continued effort and support will help to ensure that the Village continues to attract top quality jobs and industry for the residents of Dexter, as well as increasing the tax base within the Village.

**VILLAGE OF DEXTER  
SITE PLAN REVIEW & SPECIAL USE APPLICATION**

See Fee Schedule for Details; Receipt #: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_

Application is being made for: ( ) Preliminary Site Plan Review; ( ) Final Site Plan Review  
( ) Combined Site Plan ( ) Special Use Permit

2319 BISHOP CIRCLE \_\_\_\_\_ Tax Code I.D. \_\_\_\_\_ Proposed Use MANUFACTURING Zoning District \_\_\_\_\_  
 Property Address \_\_\_\_\_  
NURE, LLC 116 W, WASHINGTON #1 ANN ARBOR MI 48104 Phone \_\_\_\_\_  
 Property Owner, Address, City, State, Zip \_\_\_\_\_  
SAME Phone 7346614720  
 Applicant, Address, City, State, Zip \_\_\_\_\_  
JOE A. CARSON - SAME Phone SMC  
 Representative, (e.g. Engineer), Address, City, State, Zip \_\_\_\_\_

Regulations and Standards (applicant must complete):  
Applicable standards must be noted on site plan.

	<u>Plan Submitted</u>	<u>Requirement</u>
1. Front Yard Setback (ft)	<u>110' (EX.)</u>	_____ ( ) check here if corner lot
2. Side Yard Setback (ft)	<u>110'/114' (EX.)</u>	_____
3. Rear Yard Setback (ft)	<u>600'+ (EX.)</u>	_____
4. Lot Coverage (%) (7a/6)	<u>12.5% (EX.)</u>	_____
5. Height (ft)	<u>20'+ (EX.)</u>	_____
6. Total Site Area (ft)	<u>464,000' + (10.67 acres)</u>	_____
7. a. Blg. Coverage / b. Floor Area (ft)	<u>58,000 SF / 15,000 SF (EX. SECOND LEVEL) = 73,000 SF TOTAL FLOOR AREA.</u>	_____
8. Floor Area Ratio (%) (7b/6)	<u>15.7% (EX.)</u>	_____
9. Total Paved area (ft)	<u>81,000 SF (EX.)</u>	_____
10. Total Impervious Cov. (7a+9)/6	<u>29.9%</u>	_____
11. # Parking Stalls	<u>116 spaces (EX.)</u>	_____
12. Density (6/13)	<u>N/A</u>	_____
13. # Units (residential Only)	<u>N/A</u>	_____
14. For Multi-Family: efficiency	<u>N/A</u>	_____
1 bedroom	_____	_____
2 bedroom	_____	_____

VILLAGE OF DEXTER  
SITE PLAN REVIEW & SPECIAL USE APPLICATION

See Fee Schedule for Details; Receipt #: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_

Additional required information for Special Use Permit:

15. Statement describing the use proposed. This should include information about the hours of operation, number of employees and clients, type of programming or services, traffic expected to be generated, and any other pertinent information and/or site development characteristics.
16. All applications are presented to the Planning Commission at a public hearing for a recommendation prior to begin forwarded to the Village Council for final consideration. Therefore, all applications must be submitted 4 weeks prior to 1st Monday of month in order to ensure proper notice time and preparation time. Incomplete applications cannot be processed

Owner's Signature \_\_\_\_\_ Date: 6/11/12  
Applicant's Signature \_\_\_\_\_ Date: 6/11/12

STAFF REVIEW:

Planning Commission review date: \_\_\_\_\_

Council review date: \_\_\_\_\_

Date \_\_\_\_\_ Approved  
\_\_\_\_\_ Denied

APPROVAL STAMP

Reviewed by: \_\_\_\_\_

REASONS FOR DENIAL:

EXISTING NONCONFORMITY'S/ VARIANCES GRANTED:



Tuesday, June 19, 12

Allison Bishop

Village of Dexter

The Special Land Use will be consistent with the Dexter Master Plan and the stated intent of the Zoning District.

No modifications will be done to the exterior and there will be no additional changes or impact to the local area and vicinity. The building will stay at its current footprint of 68,000 sqft.

No changes will be made to the current vehicular traffic and no additional parking will be added.

No changes to landscaping will be done except to clean up what is currently there.

We plan on having the plant open 24/7 for manufacturing and staff but the sales and retail/tasting room will only be open initially from 12:00 Noon to 7:00 PM. We expect that in a year that we will open it from 10:00 AM - 10:00 PM.

We will have 50 employees working there within the first year. They will all park on the South and West Sides of the building.

While difficult to calculate we believe we will have around 100 customers, distributors, wholesalers visiting the building each day.

## NORTHERN UNITED BREWING COMPANY

205 E. Washington St. Suite D  
Ann Arbor, MI 48104



In short, the planned use will be operated to protect our staff and visitor as well as that of the general public. We will conform to all Federal and State Laws.

Thank you

A handwritten signature in dark ink, appearing to read "Jon A. Carlson".

Jon A. Carlson

**NORTHERN UNITED BREWING COMPANY**

205 E. Washington St. Suite D  
Ann Arbor, Mi 48104

# NORTHERN UNITED BREWING COMPANY

2319 BISHOP CIRCLE  
DEXTER, MICHIGAN

## ARCHITECTURAL SHEET INDEX:

TITLE SHEET/CODE STUDY	AS00
ARCHITECTURAL SITE PLAN	AS00
ALTA Survey	
FIRST LEVEL PLAN	A101
FIRST LEVEL CONCRETE CUTTING PLAN	A101a
SECOND LEVEL PLAN	A102
FIRST LEVEL (REU) PLAN	A201
SECOND LEVEL (REU) PLAN	A202
FIRST LEVEL CEILING PLAN	A301
SECOND LEVEL CEILING PLAN	A302

H:Architecture  
ARCHITECTURE  
2500 WOODWARD AVENUE | DEXTER  
MI 48131 | 313.241.8177  
24 | 231 | 8177

ISSUE DATE  
04/21/12

ISSUE FOR  
ARCHITECTURAL SHEET INDEX

PROJECT  
NORTHERN UNITED BREWING CO.  
2319 BISHOP CIRCLE  
DEXTER, MICHIGAN

### CODE REVIEW:

ALL BUILDING CODE INFORMATION IS BASED ON 2009 MICHIGAN BUILDING CODE

Use Groups: Section 503

Group F-2: Factory/Low Hazard Occupancy/

Beverage up to including 15% alcohol

Group S-2: Low Hazard Storage

Beverages up to including 15% alcohol in glass containers

Group B (Business), NOT PART OF PHASE ONE

General Building Heights & Areas:

Section 502.2: Allowable Height/Areas

FACTORY INDUSTRIAL (F-2)

LOW HAZARD (S-2)

BUSINESS (B)

FACTORY INDUSTRIAL (F-2)

LOW HAZARD (S-2)

BUSINESS (B)

EXISTING FULLY SUPPRESSED BUILDING.

Area Modifications Use Group F-4

Section 502.1: General (Equation 5-1)

$A_2 = A_1 \times (A_1 \times 1) + (A_1 \times 1)$

$A_2 = 720,000 + (223,000 \times 2) + (223,000 \times 2)$

$A_2 = 1,166,000$  sq ft increase due to positive system

Total increased permitted area for 18 construction

Section 502.2: Frontage Increase (Equation 5-2)

$I_1 = (FP - 25) W / 100$

$I_1 = (750 / 980 - 25) 30,000$

$I_1 = 75$  (7.5% Frontage Increase)

Minimum Use Occupancy: Section 508

Boiler Room (Table 508.4): One hour separation required between

use groups. Extra walls and doors are required. One hour separation required @

Boiler Room (Table 508.2.5). No separation required between use groups: 142/152.

Type of Construction  
Section 601: Construction Classification

Continuation Type II B

Fire Resistant Building for Building Elements;

Structural Frame (p/steel/concrete/stone)

Non-Interior bearing walls/partitions

Floor Construction/secondary members

Means of Egress

Section 1004: Occupant Load

FACTORY LOW-HAZARD OCCUPANCY (F-2)/Agricultural Building

44,600 SF/200 gross SF = 157 Occupants

STORAGE LOW-HAZARD (S-2)/ Accessory storage area

5,134 SF/200 gross SF = 18 Occupants

Total Occupant Load

175 Occupants

Exit: Section 1021: Minimum 1/2 of Exit for Occupant Load

1400 Occupants

2 exits required

10 exits provided

ALL FLOORING CODE INFORMATION IS BASED ON 2009 MICHIGAN FLOORING CODE

Section 403: Minimum Flooring Requirements: F-2: 1 per 100 (solid/ply-1)

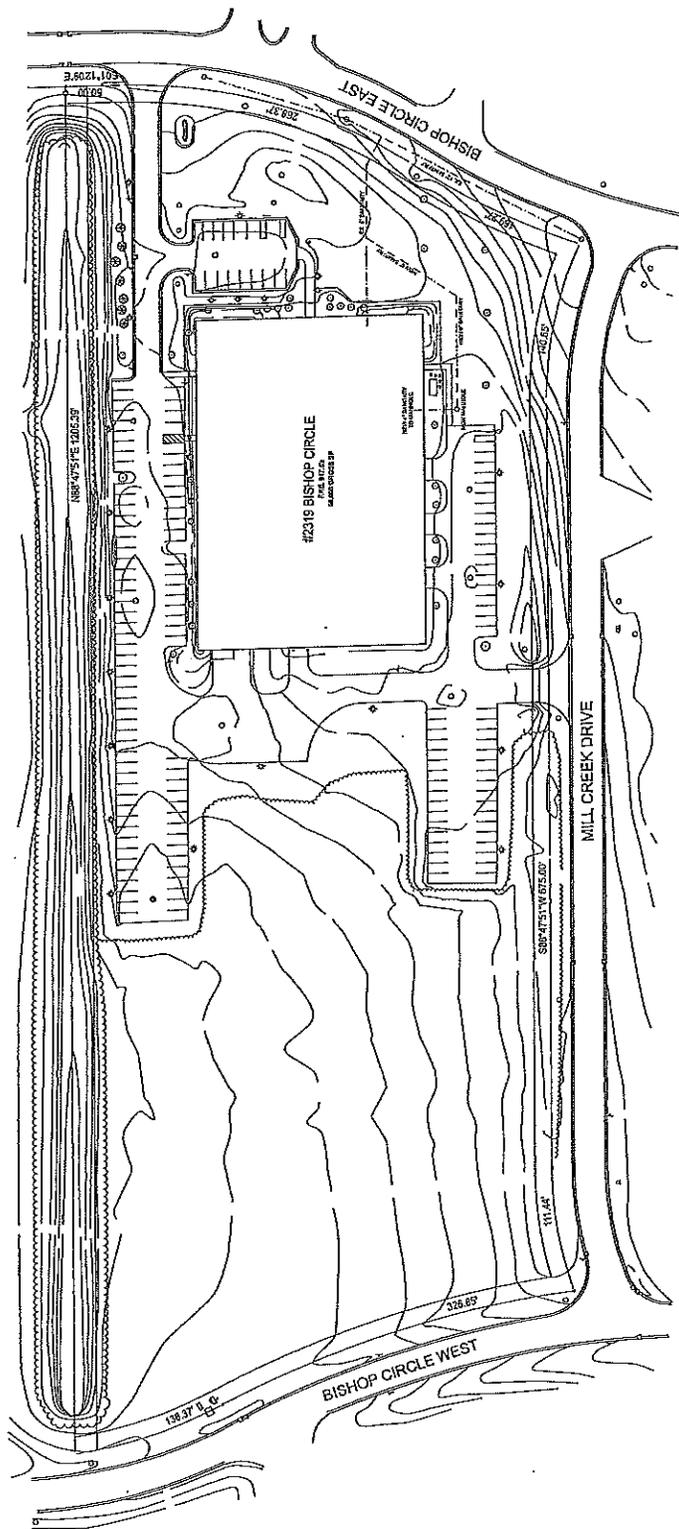
Men restroom: 88 men: 21 sq. ft. (solid/ply-1) req. provided; 1 bay, 1 wc. required

Women restroom: 88 women: 21 sq. ft. (solid/ply-1) req. provided; 1 bay, 1 wc. required

[2] Unisex restroom: 2 bays, 2 w.c. 1 unisex provided.

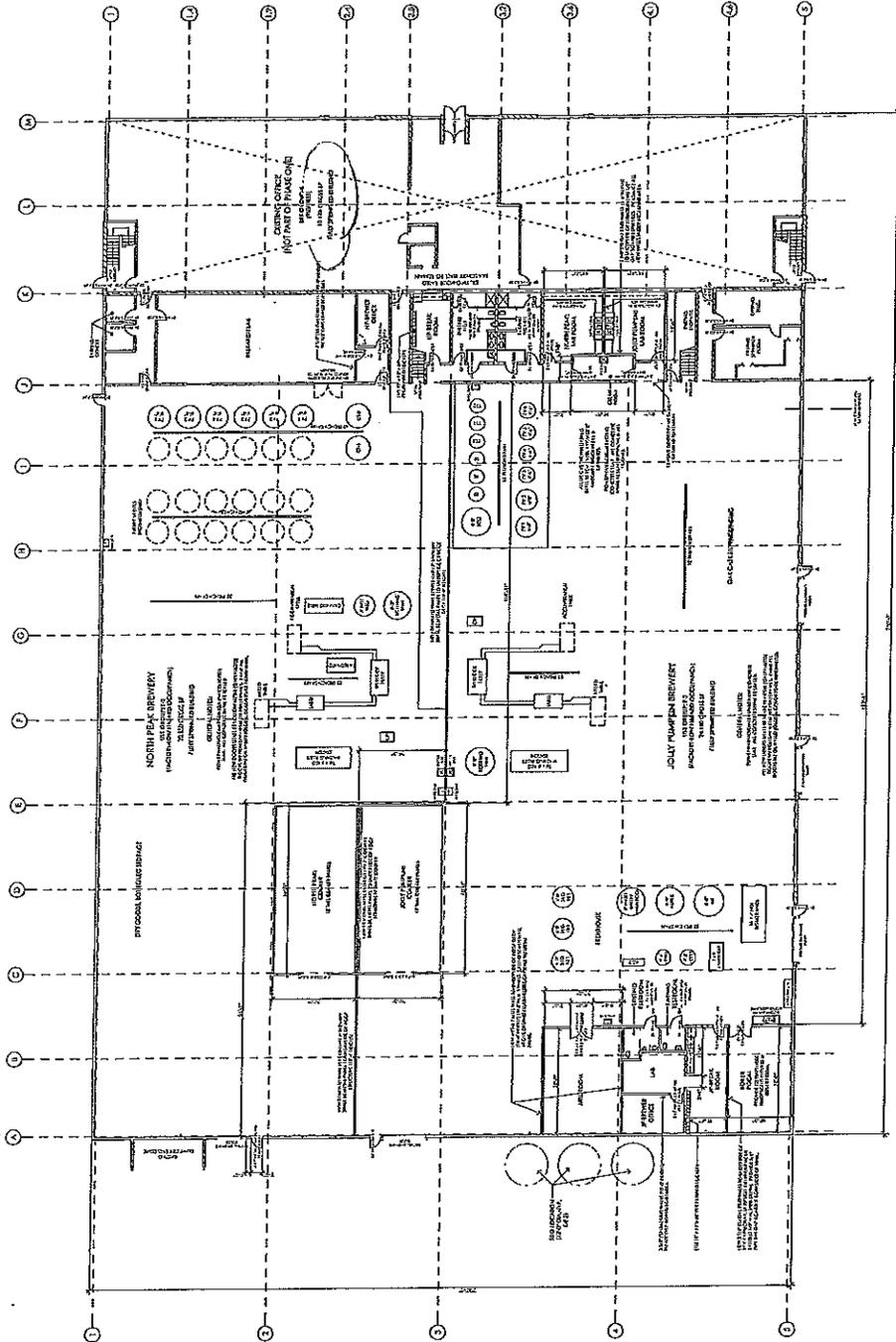
[4] Service sink provided.





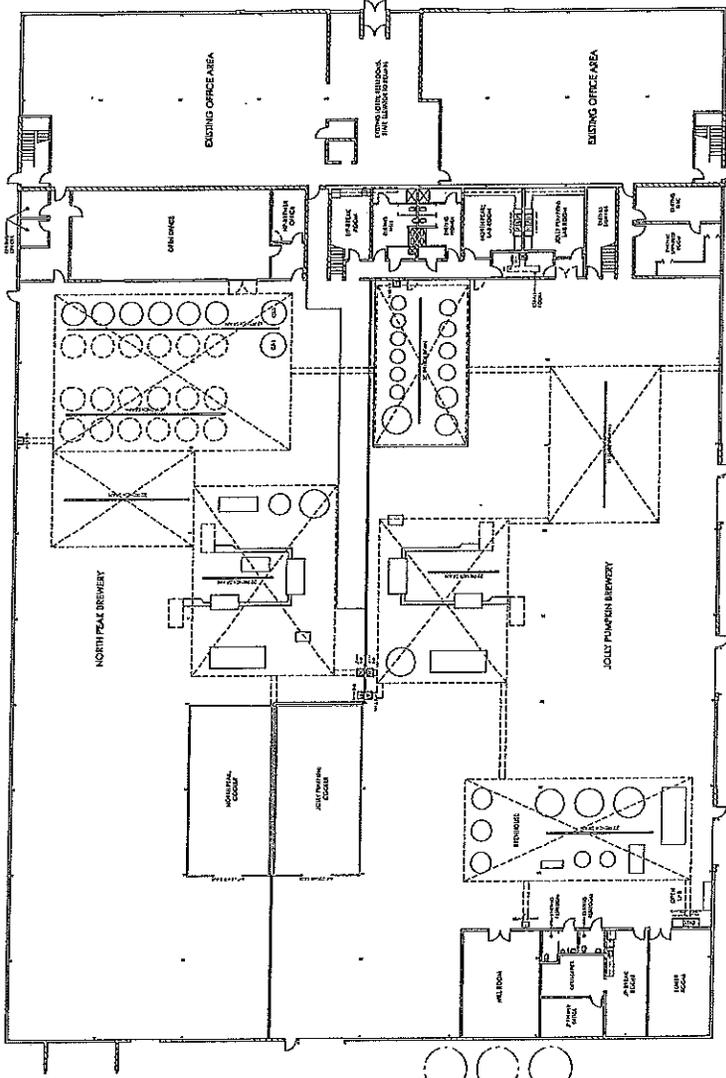
ARCHITECTURAL SITE PLAN



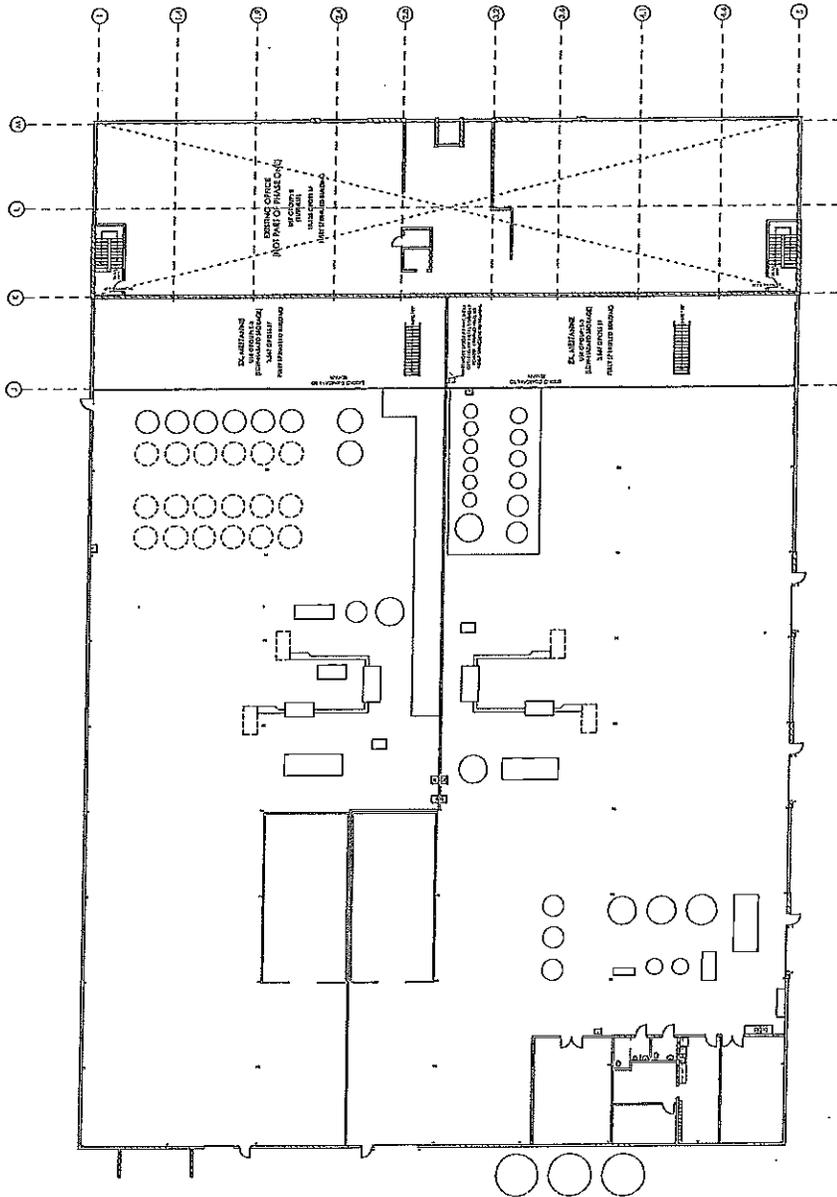


FIRST LEVEL PLAN  
SCALE: 1/4" = 1'-0"

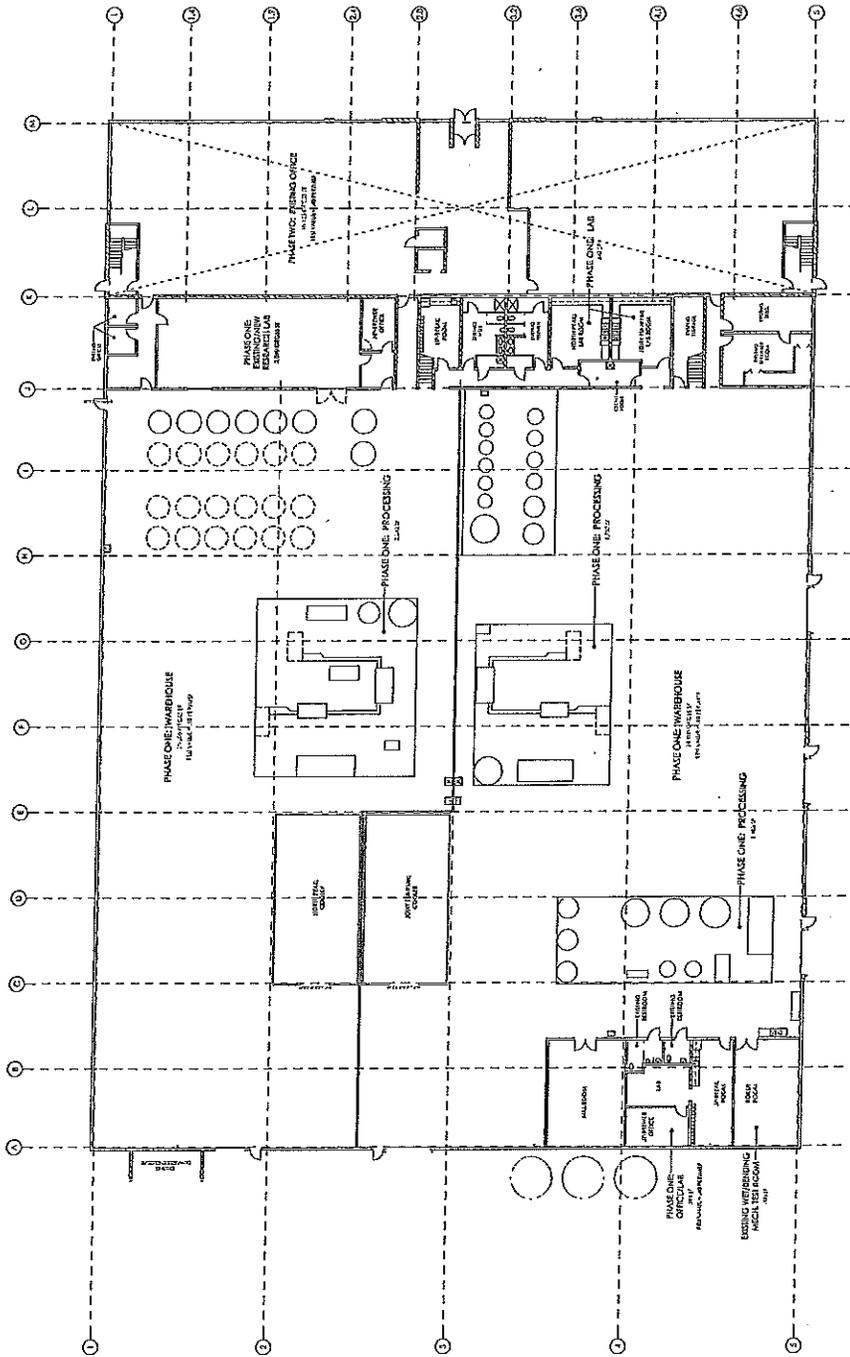




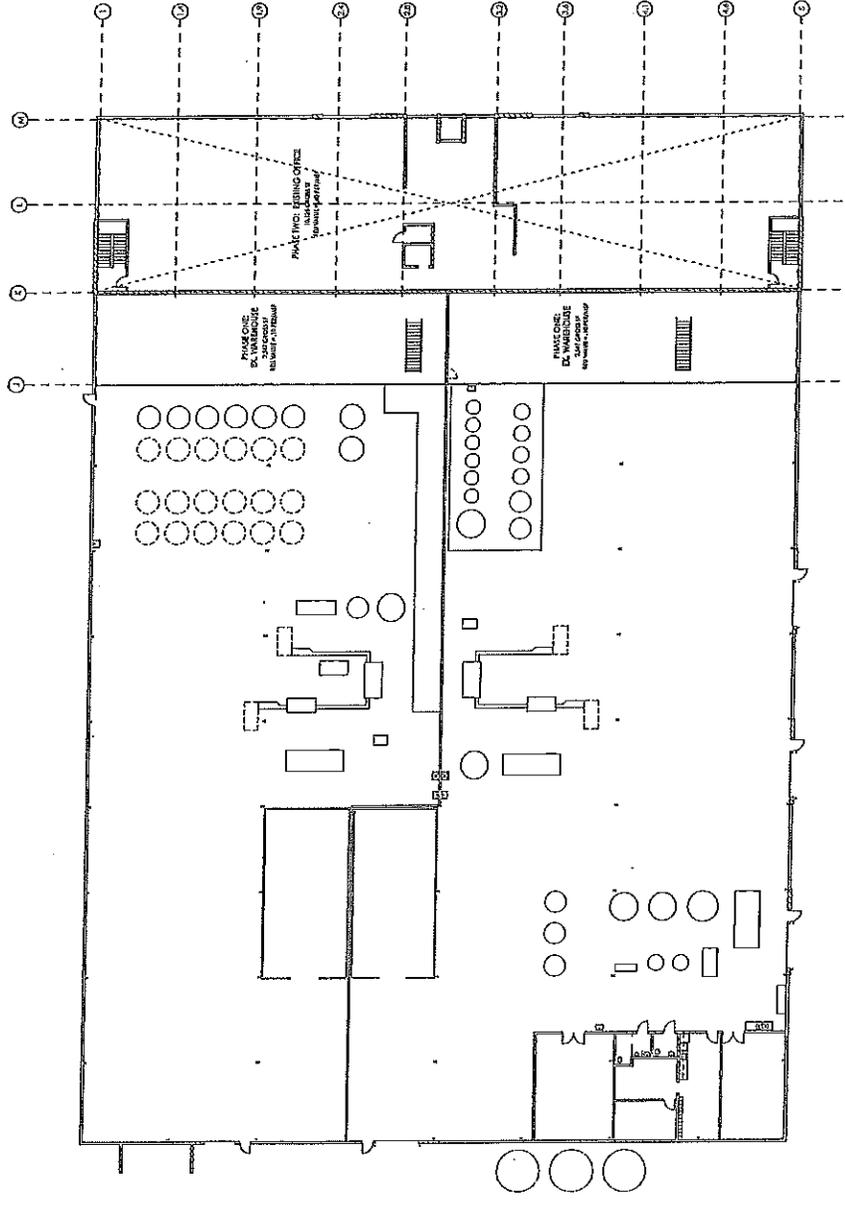

 FIRST LEVEL CONCRETE CUTTING PLAN  
 SCALE: 1/4" = 1'-0"



NOTE  SECOND LEVEL PLAN  
 SCALE: 1/4" = 1'-0"



FIRST LEVEL (REU) PLAN  
 SCALE: 1/8" = 1'-0"



SECOND LEVEL (REU) PLAN  
 SCALE: 1/8" = 1'-0"

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

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

**MEMO**

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: August 8, 2012**  
**Re: Liquor License Request – 8099 Main**

Presented for your consideration is a new liquor license request from Mindy’s on Main, doing business as “Bits and Pizzas” owned and operated by Robert & Mindy D’Oria. The liquor license would be for 8099 Main. A completed Liquor License Application is included, along with the application for the license that will be submitted to the State of Michigan. The request is for a new Tavern license. A definition of this type of license is below:

**Tavern** – This license allows a business to sell only beer and wine for consumption on the premises.

The applicant is requesting an outdoor seating license from the State and is planning to construct an outdoor dining area in the back of the building. This location does not have an approved special land use for outdoor seating so the applicant will be working through the special land use application process. The applicant will not be able to use the liquor license for outdoor seating until his zoning is approved.

According to State Law, the applicant cannot submit the application to the Liquor Control Commission without approval of the local legislative body. A copy of their recommended resolution is attached.

The applicant will be at the meeting to answer any questions.



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: \_\_\_\_\_

Request ID: \_\_\_\_\_

(For MLCC use only)

**Local Government Approval**

(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

**Instructions for Local Legislative Body:**

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
 called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
President Keough August 13, 2012 7:30 p.m.  
(date) (time)  
 the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
 that the application from Mindy's on Main, LLC  
(name of applicant)  
 for the following license(s): Tavern, Outdoor Service, Sunday Sales (PM)  
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for:  Dance Permit  Entertainment Permit  Topless Activity Permit  
 Extended Hours Dance Permit Hours Required: \_\_\_\_\_  
 Extended Hours Entertainment Permit Hours Required: \_\_\_\_\_

to be located at 8099 Main, Dexter, MI 48130  
 be considered for \_\_\_\_\_  
(approval or disapproval)

<b><u>Approval</u></b>	<b><u>Disapproval</u></b>
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
 approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
 council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_  
(regular or special) (date) (township, city, village)

Name and title of authorized officer (please print): \_\_\_\_\_  
 Signature and date of authorized clerk: \_\_\_\_\_  
 Phone number and e-mail of authorized officer: \_\_\_\_\_



VILLAGE OF DEXTER  
 LIQUOR LICENSE TRANSFER APPLICATION

Date Rec'd: 7/27/12

8099 Main St  
 Property Address

Robert & Mindy D'Orta 2175 Loch Highland 734-253-2084  
 Property Owner, Address, City, State, Zip      Dexter, MI 48130      Phone

Robert & Mindy D'Orta  
 Applicant,

2175 Loch Highland Dexter, MI 48130 734-253-2084  
 Applicant Address, City, State, Zip      E-Mail/Phone

Name, address and type of license as it appears on current liquor license:

N/A

Name of all persons listed on current liquor license:

N/A

Type of license that you are requesting (new, permit, transfer of ownership, transfer into the Village):

New

Name, address and type of license as it is proposed (if change is approved):

Mindy's on Main, LLC  
8099 Main St Dexter, MI 48130  
Tavern license

Provide the names of all persons listed on the proposed liquor license (partners):

Robert D'Orta  
Mindy D'Orta

Anticipated opening date (for a new business): Jan-Feb 2013

Please provide a summary of the plan of operation including hours of operation, description of establishment (including anticipated food sales to alcohol sales ratio), and whether outdoor seating will be requested.

We will be operating a pizza and small plates restaurant that serves beer by the glass and bottle and wine by the glass and bottle. We will initially operate from 4-10 M-Thurs and 4-11 Fri and Sat. We will eventually serve lunch and open at 11am instead of 4pm. We are anticipating a food to alcohol sales ratio of 60/40. We are building an outdoor dining area in the back courtyard that we anticipate will seat approximately 50 patrons. I would also note that we may open on Sunday for dinner from 4-10pm and we may stay open until 1am for special events (i.e. New Years Eve).

Date Signed: 7/27/12

Corporate Name/Doing Business As: Mindy's on Main LLC / Bits and Pizzas

By: [Signature] / Owner  
Name/Title

[Signature] / Owner  
Name/Title

\*\*\*For Office Use Only\*\*\*

Date Considered by Council \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_



**Application for New Licenses, Permits, or Transfer of Ownership or Interest in License**  
**(Retail License Applicants)**

**Part 5 Continued - License Types and Permits (Check boxes applicable to your application)**

On Premise License Type:	Base Fee:	On Premise Permits:	Base Fee:
<input type="checkbox"/> B-Hotel License	\$600.00	<input type="checkbox"/> New Banquet Facility Permit	\$600.00
<input type="checkbox"/> A-Hotel License	\$250.00	<input type="checkbox"/> Sunday Sales Permit (AM)	\$160.00
<input type="checkbox"/> Brewpub license	\$100.00	<input checked="" type="checkbox"/> Sunday Sales Permit (PM)	15% of license fee
<input type="checkbox"/> Class C License	\$600.00	<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Club License	\$300.00	<input checked="" type="checkbox"/> Outdoor Service	No charge *
<input type="checkbox"/> Resort License	Upon Licensure	<input type="checkbox"/> Entertainment Permit	No charge *
<input type="checkbox"/> Redevelopment License	Upon Licensure	<input type="checkbox"/> Dance Permit	No charge *
<input checked="" type="checkbox"/> Tavern License	\$250.00	<input type="checkbox"/> Topless Activity Permit	No charge *
<input type="checkbox"/> G-1 License	\$1,000.00	<input type="checkbox"/> Banquet Facility Permit	No charge *
<input type="checkbox"/> G-2 License	\$500.00	<input type="checkbox"/> Living Quarters	No charge*
<input type="checkbox"/> Aircraft License	\$600.00	<input type="checkbox"/> Specific Purpose Permit (list activity below):	No charge *
<input type="checkbox"/> Watercraft License	\$100.00	Hours requested: _____	
<input type="checkbox"/> Train	\$100.00	<input type="checkbox"/> Extended Hours Permit (check type below):	No charge *
<input type="checkbox"/> Continuing Care License	\$600.00	<input type="radio"/> Dance <input type="radio"/> Entertainment	
		Hours requested: _____	
		<input type="checkbox"/> New Additional Bar Permit (s)** Indicate #: _____	\$350.00
<b>On Premise Permission(s):</b>	<b>Base Fee:</b>	*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.	
<input type="checkbox"/> Off-premise Storage	No charge	**Note: \$350.00 is due for each additional bar requested. This fee must also be included when calculating the total amount due for Sunday Sales Permit (PM).	
<input type="checkbox"/> Direct Connection(s)	No charge		
<input type="checkbox"/> Gas Pumps	No charge		

**Part 6 - Applicant Information**

Name of entity/person that will hold the license: Mindy's on Main, LLC

- Corporations/Limited Liability Company(s) - State the name as it is filed with the State of Michigan Corporation Division and provide a copy of your articles.
- Corporations/Limited Liability Company(s) must provide a list of stockholders/members in Part 8 of this form.
- If your company has not filed with the State of Michigan, you must submit a copy of a filed certificate of authority to transact business in Michigan along with your application.

Street address of proposed licensed establishment: 8099 Main Street Zip Code: 48130

City, Village: Dexter Township: \_\_\_\_\_ County: Washtenaw

Contact person for your company: Robert D'Orta

Business Phone: 734-253-2084 Cell Phone: 734-730-3951 E-mail address: rob@mindysonmain.com

Do you have an attorney that you would like us to contact?  Yes - See below  No

Attorney name and address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_



**Application for New License, Permits, or Transfer of Ownership or Interest in License  
 (Retail License Applicants)**

**Part 7a - Name and Address**

- Each stockholder/member/partner must complete Part 7b of the application.  
 (For companies with multiple stockholders/members/partners, please make copies of this section for each individual to complete)
- Administrative rule R 436.1115 provides that an applicant for a license shall submit fingerprints and undergo investigation by the Commission. Fingerprints are not required for an applicant previously fingerprinted for a license with the Commission. If your local police agency does not have paper fingerprint cards, please contact the MLCC today at (866) 813-0011 and we will send them to you right away.
- Please attach the the fingerprint card and \$30.00 fee payable (for each card) to the State of Michigan and return them to the Lansing office of the Michigan Liquor Control Commission.

Name: Robert Thomas D'Oria  
 Home address: 2175 Loch Highland Drive  
 Business Phone: 734-253-2084 Cell Phone: 734-730-3951 E-mail address: rdoria@comcast.net

**Part 7b - Personal Information (Individuals)**

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

- Are you a citizen of the United States of America?  Yes  No (If you answered "no", you will be asked to provide documentation to verify citizenship)  
 Have you ever legally changed your name?  Yes  No (If you are/were married remember to list your prior name(s) or during naturalization or court process.)

If you answered yes, please state your prior name(s) (including maiden): \_\_\_\_\_

Have you ever been arrested?  Yes  No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition
------	------------	--------	-------------

If you are currently married, what is your spouse's full name? Mindy Ann D'Oria  
 (first, middle, last)

Spouse's date of birth: \_\_\_\_\_

Is your spouse a citizen of the United States of America?  Yes  No (If you answered "no", you will be asked to provide documentation to verify your spouse's citizenship)

Has your spouse ever been arrested?  Yes  No If yes, list below (attach additional pages if necessary)

Date	City/State	Charge	Disposition
------	------------	--------	-------------

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan (civil defense volunteer policeman, mayors, village presidents, and members of city councils are not considered to be law enforcement officers).

Yes  No

Do you or your spouse hold any class of license for the manufacture or sale of alcoholic beverages at wholesale in Michigan?

Yes  No

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

7/23/12 Date Robert T. D'Oria Individual, print name [Signature] Individual signature



**Application for New Licenses, Permits, or Transfer of Ownership or Interest in License**  
**(Retail License Applicants)**

**Part 8 - Report of Stockholders/Members/Limited Partners**

**Corporations - Please complete this section and attach more copies of this page if more room is needed.**

Name and Address of all Stockholders:	Total Number of Shares Held:

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109

What is the total number of shares that the corporation has issued to its stockholders? \_\_\_\_\_

**Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.**

Name and address of all members:	Total Percent (%) of interest held
Robert D'Oria, 2175 Loch Highland Drive, Dexter, MI 48130	50
Mindy D'Oria, 2175 Loch Highland Drive, Dexter, MI 48130	50

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110

Robert D'Oria, 2175 Loch Highland Drive, Dexter, MI 48130

Mindy D'Oria, 2175 Loch Highland Drive, Dexter, MI 48130



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC use only)

**Application for New Licenses, Permits, or Transfer of Ownership or Interest in License  
 (Retail License Applicants)**

**Part 8 Continued - Report of Stockholders/Members/Limited Partners**

**Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.**

Name and address of all partners:	Total Percent (%) of interest held

Name and address of Managers, pursuant to administrative rule R 436.1111


**Signature of Applicant:**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

7/23/12  
Date

Robert T. D'Orta, Owner  
Print name of applicant/licensee and title

Signature of applicant/licensee

To check the status of your request, visit [www.michigan.gov/lcc](http://www.michigan.gov/lcc) and click on "Online Services." Scroll down to Liquor Control Commission and click on "Online Status Check." Enter your request id number (RID) to check on your application 24 hours a day.

AGENDA 8-13-12

ITEM L-3

**VILLAGE OF DEXTER**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keogh and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager; Dan Schlaff, Public Service Superintendent**  
**Date: August 8, 2012**  
**Re: Mower Purchase**

Included in the 2012-2013 equipment replacement budget (402-903-000-981-000) was \$11,000 for the purchase of a new zero turn mower. Our current mowers are aging and have been experiencing fairly regular breakdowns. The Department of Public Works has used this mower as a demo and felt that it will meet their needs. The purchase price of the mower from Boullion Sales is \$10,158 which is the State of Michigan negotiated bid price for this item. The State of Michigan works with vendors to establish pricing which local governments and non-profits are able to take advantage of.

Council is asked to approve the purchase of the mower from Boullion Sales for \$10,158.

# BOULLION SALES

EST. 1955

## outdoor power equipment

8530 N. Territorial Rd. Dexter, Michigan 48130

Sales Person Philip  
Date 5/1/2012

Name	Village of Dexter
Address	
City	
Zip	
State	
Phone	

Quantity	Description	Subtotal	Total
1	LZX749EKC606SS Exmark Lazer		\$10,158.00
		* Includes \$2,540 Discount	

\*Fuel injected motor, projected fuel saving of 20%.  
\*Fuel injection will also lower carbon footprint

### Fees\Setup\Freight

Subtotal	\$10,158.00
Taxes	\$0.00
Total	\$10,158.00

### Financing Offers

Months	Months
APR	APR
Payments	Payments
Fees	Fees

### Notes & Concederation

P. 734-426-8527 F. 734-426-8527 Sales@boullionsales.com www.boullionsales.com

BOULLION SALES, INC.  
KUBOTA & JOHN DEERE TRACTORS / LANDPRIDE EGT.

Name: VILLAGE OF DEXTER  
Phone:

Date: 7/30/2012

Mfg. : EXMARK	
LZX749EKC60S	\$12,099.00
NON PROFIT DISCOUNT	(\$2,420.00)
116-4678 SUSPENSION SEAT	\$599.00
NON PROFIT DISCOUNT	(\$120.00)

Setup

ADD 2% FOR CREDIT CARD

Subtotal: \$10,158.00

N Tax Amount: \$0.00

Total: \$10,158.00

Down Payment:

Down Payment:

Grand Total: \$10,158.00

Notes:

HOURS

Mon-Fri 9am-6pm  
Sat 9am-2pm

BOULLION SALES INC.  
8510 North Territorial Rd.  
Dexter Mi 48130

BOB LORD  
734-426-8527

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

Fax 734-426-2004

# BID ASSISTANCE PROGRAM



## PURPOSE:

The Exmark Bid Assistance Program has been established to enable Exmark Dealers to obtain assistance toward sales of the following organizations:

1. Non-Profit: Churches, Church supported schools, Church supported cemeteries, etc. IRS exemption number required.
2. Tax Supported: States, Counties, Cities, HUD, etc. No IRS exemption number required.
3. State Regulated: Utilities, Toll Facilities, Port Authorities, etc. No IRS exemption number required.
4. The Exmark Bid Assistance Program is intended for authorized Exmark Dealers to use in making offers on single sourced definite quantity **BID** solicitations.
5. States that offer multiple-award contracts or annual, multiple year and/or indefinite quantity type contracts are specifically excluded from this program. In the event of any questions regarding the type of contract, Dealers should contact Power Equipment Distributors directly for approval prior to responding to the bid offer.
  - Any authorized Exmark Dealer, at its own election, may respond to any invitation to bid of whatever nature, in whatever location, and at any price, including states with multiple award schedule contracts (line 5). However, only Bid solicitation meeting the description noted in line 4 will be eligible for Bid Assistance rebates.
6. Exmark and/or PED currently holds state purchasing contracts within the states of Pennsylvania, Kentucky, Michigan, Ohio and Illinois. Due to the unique nature of each state agreement, a separate binder for each contract has been distributed to individual Dealers. New binders will be provided as renewals, changes, or additions are made to the respective state contracts.
7. In order to further enhance the Exmark Bid Assistance Program, the following has been added: Independent landscape contractors may qualify for special price bid assistance discounts provided that:
  - A. The Exmark equipment to be purchased is **to be used primarily** for fulfillment of a contract that has been awarded to an agency that is eligible to receive bid assistance discounts as outlined above.
  - B. The awarded contract is for a minimum of 12 months.
  - C. A copy of the eligible contract must be attached with other documentation (credit will not be issued without a contract).
  - D. Order must be approved in advance by your PED Territory Manager to verify that customer meets qualifications (No exceptions).

AGENDA 8-13-12

ITEM L-4

## 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: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: August 8, 2012**  
**Re: Community Development Block Grant Project Close Out**

The Village received a \$13,250 grant from the State of Michigan's Community Development Block Grant Program to fund half of the redevelopment study for 3045 Broad. The State requires that we hold a public hearing to summarize the project and take questions and comments from the public. Now that the study has been completed we need to set this public hearing. Once the public hearing has been held we can request disbursement of the grant funds.

Please set the public hearing on the redevelopment study for 3045 Broad for September 10, 2012.



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

Phone (734)426-8303 ext 11 Fax (734)426-5614

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: August 8, 2012**  
**Re: Recommendation for graffiti on Railroad Bridge**

Attached for your review are options for the removal of the graffiti on the Railroad Bridge. I have been in discussions with Louie Richard of Richard Brother's Painting to come up with solutions to remove or cover up the graffiti on the Railroad Bridge and apply graffiti protectant.

Due to the environmental concerns with the location of the railroad bridge over a body of water extra care must be taken. At this time permission from the Railroad or the DEQ has not been secured. Below is a summary of the options

1. Power wash and Paint (Primer-Finish-Graffiti coat) \$6,280.00  
Limited to West side of Railroad Bridge.
2. Power wash and Paint (Primer-Finish-Graffiti coat) \$17,950.00  
Both sides of Railroad Bridge and arch.
3. Blast with Walnut shells and two coats Graffiti protectant \$6,500.00  
Limited to West side of Railroad Bridge.  
Require contractor to use precautions and reasonable containment measures.

I am recommending option #3 - Walnut shell cleaning and graffiti coat. This will provide a more natural appearance when completed. This method will offer better containment compared to power washing with water. I made contact with the DEQ to find out if we will need a permit to clean the bridge and apply protectant. The simple answer "You can't discharge anything into the river," but there isn't a DEQ permit for this activity. Jon Russell recommended that we require the contractor to use precaution and reasonable containment measures.

It was also suggested that we secure bids to have the bank areas removed long the sides of the bridge just below the low water mark to make it less convenient for future graffiti. This activity will require a DEQ permit. I will talk to several local contractors to get recommendations on scope of services to remove the banks and find out what's involved in a DEQ permit. I'll bring this information back to Council.

# PROPOSAL

2411

## Richard Brothers Painting

7730 Jackson Rd. Suite #4  
Ann Arbor, MI 48103  
www.richardbrotherspainting.com

(734) 424-1406  
Fax (734) 424-1419

TO: Village Of Dexter  
Attn: Donna Dettling

PHONE	DATE 8/1/2012
JOB NAME / LOCATION Railroad Bridge Paint West Wall	
JOB NUMBER	JOB PHONE
Ddettling@villageofdexter	

We hereby submit specifications and estimates for:

Scope of Work - Exterior cleaning and coating of stone walls on west side of railroad bridge behind Dexter Fire Station. Excludes arch, underside of arch, east walls and permits.

Surface Prep - Power wash with Simple Green to remove dirt, oxidation and mildew.

Applications - Primer - Apply one coat Tnemec Series 66 Hi Build Epoxy Primer.  
Finish - Apply one coat Tnemec Series 1075 Edura Shield Aliphatic Polyurethane.  
Graffiti Coat - Apply one coat Tnemec Series 1079 Metallic Clear Coat Satin Finish.

Total Labor and Materials: \$6,280.00

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

**Six Thousand Two Hundred Eighty and 00/100 Dollars**

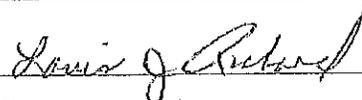
dollars (\$) **6,280.00**

Payment to be made as follows:

**Due Upon Completion**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within

15 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



# HI-BUILD EPOXOLINE SERIES 66

## PRODUCT PROFILE

<b>GENERAL DESCRIPTION</b>	Polyamide Epoxy
<b>COMMON USAGE</b>	Industry standard for epoxy coatings for over 30 years. Known for its forgiving application characteristics in adverse and varied conditions, and for benchmark performance.
<b>COLORS</b>	Refer to Tnemec Color Guide. <b>Note:</b> Epoxies chalk with extended exposure to sunlight and may yellow on aging. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may accelerate any potential yellowing.
<b>FINISH</b>	Satin
<b>SPECIAL QUALIFICATIONS</b>	Meets the performance requirements of <b>AWWA C 210</b> (not for potable water contact). Contact your Tnemec representative for system recommendations.
<b>PERFORMANCE CRITERIA</b>	Extensive test data available. Contact your Tnemec representative for specific test results.

## COORDINATING SYSTEM

<b>PRIMERS</b>	<b>Steel:</b> Self-priming or Series 1, 20, FC20, 37H, N69, 90, 91-H <sub>2</sub> O, 94-H <sub>2</sub> O, 161, 394, 530 <b>Galvanized Steel and Non-Ferrous Metal:</b> Self-priming <b>Concrete:</b> Self-priming, 54-660, 201, 216, 218 <b>CMU:</b> 54-562, 54-660, 130, 216, 218 <b>Drywall:</b> 51-792 for dry interior environments <b>Note:</b> A maximum recoat time may apply depending on the topcoat specified. Refer to the applicable topcoat product sheet for information on product specific maximum recoat times.
<b>TOPCOATS</b>	46H-413, 66, N69, 73, 84, 104, 113, 114, 161, 262, 265, 290, 291, 1070, 1071, 1072, 1074, 1074U, 1075, 1075U, 1077, 1078. Refer to COLORS on applicable topcoat data sheets for additional information. <b>Note:</b> A maximum recoat time may apply depending on the topcoat specified. Refer to the applicable topcoat product sheet for information on product specific maximum recoat times.

## SUBSTRATE PREPARATION

<b>PRIMED STEEL</b>	<b>Immersion Service:</b> Scarify the Series 66 prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) the 66 prime coat has been in exterior exposure for 60 days or longer and 66, 46H-413, N69 or 161 is the specified topcoat; (b) the 66 prime coat has been in exterior exposure for 14 days or longer and Series 104 is the specified topcoat; (c) the 66 prime coat has been in exterior exposure for 7 days or longer and Series 262 or 265 is the specified topcoat.
<b>STEEL</b>	<b>Immersion Service:</b> SSPC-SP10/NACE 2 Near-White Blast Cleaning <b>Non-Immersion Service:</b> SSPC-SP6/NACE 3 Commercial Blast Cleaning
<b>GALVANIZED STEEL &amp; NON-FERROUS METAL</b>	Surface preparation recommendations will vary depending on the substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.
<b>CAST/DUCTILE IRON</b>	Contact your Tnemec representative or Tnemec Technical Services.
<b>CONCRETE</b>	Allow new concrete to cure 28 days. For optimum results and/or immersion service, abrasive blast referencing SSPC-SP13/NACE 6 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.
<b>CMU</b>	Allow mortar to cure for 28 days. Prepare in accordance with SSPC-SP13/NACE 6 to level protrusions and mortar spatter, and remove other contaminants.
<b>PAINTED SURFACES</b>	<b>Non-Immersion Service:</b> Ask your Tnemec representative for specific recommendations.
<b>ALL SURFACES</b>	Must be clean, dry and free of oil, grease and other contaminants.

## TECHNICAL DATA

<b>VOLUME SOLIDS</b>	56.0 ± 2.0% (mixed) †
<b>RECOMMENDED DFT</b>	2.0 to 6.0 mils (50 to 150 microns) per coat. <b>Note:</b> Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

<b>CURING TIME</b>	<b>Temperature</b>	<b>To Touch</b>	<b>To Handle</b>	<b>To Recoat</b>	<b>Immersion</b>
	75°F (24°C)	2 hours	10 hours	12 hours	7 days

Curing time varies with surface temperature, air movement, humidity and film thickness.  
**Ventilation:** When used as a tank lining or in enclosed areas, provide adequate ventilation during application and cure. Reference guidelines contained in the latest edition of AWWA D 102.

## VOLATILE ORGANIC COMPOUNDS

**Unthinned:** 3.02 lbs/gallon (362 grams/litre)  
**Thinned 5%:** 3.20 lbs/gallon (384 grams/litre)  
**Thinned 10%:** 3.37 lbs/gallon (404 grams/litre) †

<b>THEORETICAL COVERAGE</b>	898 mil sq ft/gal (22.0 m <sup>2</sup> /L at 25 microns). See APPLICATION for coverage rates. †
<b>NUMBER OF COMPONENTS</b>	Two: Part A and Part B
<b>PACKAGING</b>	5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.
<b>NET WEIGHT PER GALLON</b>	12.50 ± 0.25 lbs (5.67 ± .11 kg) (mixed) †
<b>STORAGE TEMPERATURE</b>	Minimum 20°F (-7°C) Maximum 110°F (43°C)
<b>TEMPERATURE RESISTANCE</b>	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
<b>SHelf LIFE</b>	Part A: 24 months; Part B: 12 months at recommended storage temperature.

# HI-BUILD EPOXOLINE | SERIES 66

**FLASH POINT - SETA** Part A: 82°F (28°C) Part B: 64°F (18°C)

**HEALTH & SAFETY**

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

**APPLICATION**

**COVERAGE RATES**

	Dry Mil (Microns)	Wet Mil (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	4.0 (100)	7.0 (180)	225 (20.9)
Minimum	2.0 (50)	3.5 (90)	450 (41.8)
Maximum	6.0 (150)	10.5 (265)	150 (13.9)

**Note:** The above reflects the total range to which Series 66 can be applied for specific applications. To insure the proper thickness and number of coats is specified for certain substrates and exposures, consult the Tnemec Guide Specifications and/or contact your Tnemec representative. **Note:** Roller or brush application may require two or more coats to obtain recommended film thickness. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components should be above 50°F (10°C) prior to mixing. For application to surfaces between 50°F to 60°F (10°C to 16°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C). Mixing ratio is one to one by volume.

**THINNING**

Use No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

**POT LIFE**

20 hours at 50°F (10°C) 10 hours at 77°F (25°C) 4 hours at 100°F (38°C)

**APPLICATION EQUIPMENT**

**Air Spray**

Gun	Fluid Tip	Air Cap	Air Hose ID	Manif. Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

**Airless Spray**

Tip Orifice	Atomizing Pressure	Manif. Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	3000-4000 psi (207-276 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Note:** Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

**Roller:** Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers.

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

**SURFACE TEMPERATURE**

Minimum 50°F (10°C) Maximum 135°F (57°C)  
 The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

**CLEANUP**

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com



# ENDURA-SHIELD® II

PRODUCT DATA SHEET

## 1075 & 1075U

### PRODUCT PROFILE

<b>GENERIC DESCRIPTION</b>	Aliphatic Acrylic Polyurethane
<b>COMMON USAGE</b>	A coating highly resistant to abrasion, wet conditions, corrosive fumes and exterior weathering. High build quality combines with project specific primers for two-coat, labor saving systems. Fast curing options are available; see Curing Time below. Product has some applications as a direct to metal finish. Contact your Tnemec representative for more details. For additional protection from ultra-violet light, Series 1075U is available. <b>NOT FOR IMMERSION SERVICE.</b>
<b>COLORS</b>	Refer to Tnemec Color Guide. <b>Note:</b> Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family, but noticeably different.
<b>FINISH</b>	Semi-gloss
<b>SPECIAL QUALIFICATIONS</b>	Series 1075 meets the requirements of SSPC-36 Paint Standard.
<b>PERFORMANCE CRITERIA</b>	Contact your Tnemec representative for specific test results.

### COATING SYSTEM

<b>PRIMERS</b>	<p><b>Steel:</b> Series 1, 20, PC20, 27, 66, L69, L69F, N69, N69F, 90-97, 91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 104, 135, L140, L140F, N140, N140F, 141, 161, 394, 530</p> <p><b>Galvanized Steel and Non-Ferrous Metal:</b> Series 27, 66, L69, L69F, N69, N69F, 135, 161</p> <p><b>Concrete:</b> Series 66, L69, L69F, N69, N69F, 84, 104, 161</p> <p><b>CMU:</b> 54-660, 130. Intermediate coat required.</p> <p><b>Note:</b> Before topcoating with Series 1075, Series 530 exterior exposed for more than 24 hours must first be scarified or receive an intermediate coat of Tnemec polyamide epoxy. Recoat windows for other primers may apply. See those data sheets for additional information.</p>
<b>TOPCOATS</b>	Series 76, optional when extended weatherability is desired.

### SUBSTRATE PREPARATION

<b>ALL SURFACES</b>	Must be clean, dry and free of oil, grease and other contaminants. See primer product data sheet for surface preparation recommendation.
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### TECHNICAL DATA

<b>VOLUME SOLIDS</b>	71 ± 2.0% (mixed) †
<b>RECOMMENDED DFT</b>	2.0 to 5.0 mils (50 to 125 microns) per coat. <b>Note:</b> Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME	Temperature	To Handle	To Recoat	Resist Moisture
	95°F (35°C)	4 hours	5 hours	3 hours
	75°F (24°C)	6 hours	8 hours	5 hours
	55°F (13°C)	12 hours	16 hours	9 hours
	35°F (2°C)	36 hours	48 hours	20 hours

Curing time varies with surface temperature, air movement, humidity and film thickness. If coating is exposed to moisture before the applicable cure parameters are met, dull, flat or spotty appearing areas may develop. **Note:** For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet. Contact Tnemec Technical Services for force curing times and temperatures.

### VOLATILE ORGANIC COMPOUNDS

EPA Method 24 †

	Unthinned	Maximum 15% (No. 39 Thin.)	Max 15% (No. 42 Thin.)	Max 15% (No. 48 Thin.)	Max 15% (No. 56 Thin.)	Max 15% (No. 63 Thin.)
1075	1.84 lbs/gal (220 g/l)	2.42 lbs/gal (290 g/l)	2.48 lbs/gal (297 g/l)	2.55 lbs/gal (305 g/l)	1.94 lbs/gal (232 g/l)	2.54 lbs/gal (305 g/l)
1075U	2.16 lbs/gal (258 g/l)	2.70 lbs/gal (323 g/l)	2.75 lbs/gal (330 g/l)	2.83 lbs/gal (339 g/l)	2.27 lbs/gal (271 g/l)	

### HAPS

	Unthinned	Max 15% (No. 39 Thin.)	Max 15% (No. 42 Thin.)	Max 15% (No. 48 Thin.)	Max 15% (No. 56 Thin.)	Max 15% (No. 63 Thin.)
1075	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	0.08 lbs/gal solids
1075U	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	0.0 lbs/gal solids	

**THEORETICAL COVERAGE** 1,132 mil sq ft/gal (27.8 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS** Two: Part A and Part B

**MIXING RATIO** By volume: Eight (Part A) to one (Part B)

### PACKAGING

	PART A (Partially filled)	PART B (Partially filled)	When Mixed
3 Gallon Kit	5 gallon pail	1/2 gallon pail	3 gallons (11.4L)
1 Gallon Kit	1 gallon pail	1 pint can	1 gallon (3.79L)

# ENDURA-SHIELD® II | 1075 & 1075U

**NET WEIGHT PER GALLON** 11.84 ± 0.25 lbs (5.37 ± .11 kg) †  
**STORAGE TEMPERATURE** Minimum 20°F (-7°C) Maximum 110°F (43°C)  
**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)  
**SHELF LIFE** Part A: 24 months; Part B: 12 months at recommended storage temperature.  
**FLASH POINT - SETA** Part A: 95°F (35°C) Part B: 135°F (57°C)

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

**APPLICATION**

**COVERAGE RATES**

**Conventional Build (Spray, Brush or Roller)**

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	2.5 (65)	3.5 (90)	456 (42.3)
Minimum	2.0 (50)	3.0 (75)	569 (42.9)
Maximum	3.0 (75)	4.0 (100)	380 (35.3)

**High-Build (Spray Only)**

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	4.0 (100)	5.5 (140)	285 (26.5)
Minimum	3.0 (75)	4.0 (100)	380 (35.3)
Maximum	5.0 (125)	7.0 (180)	228 (21.2)

**Note:** Can be spray applied at 3.0 to 5.0 mils (75 to 125 microns) DFT per coat when extra protection or the elimination of a coat is desired. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. When used with 44-710 Urethane Accelerator, first blend 44-710 into Part A under agitation; continue as above. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Unused material must be kept tightly closed at all times.**

**THINNING**

For air or airless spray, thin up to 15% or 1 1/4 pints (570 mL) per gallon with No. 42 Thinner if temperatures are below 80°F (27°C), use No. 48 Thinner for temperatures above 80°F (27°C). For brush and roller, thin 15% or 1 1/4 pints (570 mL) per gallon with No. 39 or No. 63 Thinner. Where lower VOC is required for air or airless spray, brush or roller application, thin up to 15% or 1 1/4 pints (570 mL) per gallon with No. 56 Thinner. **Note:** Thinning is required for proper application. **Caution: Do not add thinner if more than 30 minutes have elapsed after mixing. Note:** Up to 15% per gallon of No. 63 Thinner can be used when Series 1075 is used as an intermediate coat.

**POT LIFE**

1 1/2 hours at 75°F (24°C) unthinned 2 hours at 75°F (24°C) thinned

**APPLICATION EQUIPMENT**

**Air Spray**

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	704 or 765	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

**Airless Spray**

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.009"-0.013" (230-330 microns)	3000-3500 psi (207-241 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	100 mesh (150 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Roller:** Use 1/4" or 3/8" (6.4 mm or 9.5 mm) synthetic woven nap roller covers. Do not use long nap roller covers. Two coats are required to obtain dry film thickness above 3.0 mils (75 microns).

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes. Two coats are required to obtain recommended film thickness above 3.0 mils (75 microns).

**SURFACE TEMPERATURE**

Minimum 35°F (2°C) Maximum 120°F (49°C)  
 The surface should be dry and at least 5°F (3°C) above the dew point.

**CLEANUP**

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE TAPES HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated • 6800 Corporate Drive • Kansas City, Missouri 64120-1372 • 1-800-TNEMEC • Fax: 1-816-488-3969 • www.tnemec.com



# METALLIC CLEARCOAT

PRODUCT DATA SHEET

## SERIES 1079

### PRODUCT PROFILE

**GENERIC DESCRIPTION** Aliphatic Acrylic Polyurethane

**COMMON USAGE** A unique clear coat used to both enhance the finish and extend the long-term weathering qualities of metallic pigmented coatings. Resists most graffiti markings. Series 44-500 (patent 5,548,010 and other patents pending), an optional indicator dye, is available to aid in uniform application. Where VOC regulations apply, this product can only be sold or used as part of a faux finishing coating system.

**COLORS** Clear. **Note:** 44-500 will temporarily change the appearance to a violet tint during application. After a period of up to 72 hours of sunlight exposure, appearance will be clear.

**FINISH** High gloss

**PERFORMANCE CRITERIA** Extensive test data available. Contact your Themec representative for specific test results.

### COATINGS SYSTEM

**BASE COATS** Series 1077. **Note:** Series 1079 Metallic Clearcoat should be applied within 24 hours of a previous Series 1079 application and within 21 days of a 1077 application.

### SURFACE PREPARATION

**ALL SURFACES** Prepare by method suitable for exposure and service. (See Primer Product Data Sheet for surface preparation recommendations.)  
Must be clean, dry and free of oil, grease and other contaminants.

### TECHNICAL DATA

**VOLUME SOLIDS** 66.0 ± 2.0% (mixed)

**RECOMMENDED DFT** 1.0 to 2.0 mils (25 to 50 microns) per coat.

**CURING TIME**

Temperature	To Touch	To Handle	To Recoat	Maximum To Recoat †
75°F (24°C)	1-2 hours	2-3 hours	3 hours	24 hours

To resist moisture condensation: 3 hours.  
Curing time varies with surface temperature, air movement, humidity and film thickness.  
† If exceeded, scuffify before applying an additional coat.

### VOLATILE ORGANIC COMPOUNDS

**Unthinned:** 2.36 lbs/gallon (283 grams/litre)  
**Thinned 10%:** 2.80 lbs/gallon (356 grams/litre)  
**Thinned 12%:** 2.88 lbs/gallon (346 grams/litre)  
**Thinned 20%:** 3.18 lbs/gallon (380 grams/litre)

**THEORETICAL COVERAGE** 1,059 mil sq ft/gal (26.0 m<sup>2</sup>/l at 25 microns). See APPLICATION for coverage rates.

**NUMBER OF COMPONENTS** Three: Part A, Part B and Part C

**MIXING RATIO** By volume: Two (Part A) to one (Part B) Part C: See note under Mixing

**PACKAGING** Large Kit: Consists of two one-gallon cans of Part A, one one-gallon can of Part B, a one-quart plastic bottle of Part C and a foil package containing a vial of 44-500. When mixed yields 3.25 gallons.  
Small Kit: Consists of a partially filled one-gallon can of Part A, a quart can of Part B, an eight-ounce plastic bottle of Part C and a foil package containing a vial of 44-500. When mixed yields .81 gallon.

**NET WEIGHT PER GALLON** 8.71 ± 0.20 lbs (3.95 ± .09 kg) (mixed)

**STORAGE TEMPERATURE** Minimum 20°F (-7°C) Maximum 110°F (43°C)

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHelf LIFE** Parts A, B & C: 12 months at recommended storage temperature.

**FLASH POINT - SETA** Part A: 110°F (43°C) Part B: 130°F (54°C) Part C: 102°F (39°C)

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

# METALLIC CLEARCOAT | SERIES 1079

**COVERAGE RATES**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Kit (m <sup>2</sup> /Gal) Large Kit	Sq Ft/Kit (m <sup>2</sup> /Gal) Small Kit
Suggested	1.5 (40)	2.0 (50)	2294 (213.3)	572 (53.1)
Minimum	1.0 (25)	1.5 (40)	3440 (320.0)	857 (79.6)
Maximum	2.0 (50)	3.0 (75)	1720 (160.0)	430 (40.0)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

**MIXING**

Note: Add Part C Accelerator according to the following chart.

Surface Temp. Range	Amount of Part C to Add (Small Kit - Parts A and B mixed)	Amount of Part C to Add (Large Kit - Parts A and B mixed)
40°F to 70°F (4°C to 21°C)	Full amount supplied (8 oz or 235 mL)	Full amount supplied (32 oz or 940 mL)
70°F to 80°F (21°C to 27°C)	50% of amount supplied (4 oz or 120 mL)	50% of amount supplied (16 oz or 470 mL)
Above 80°F (27°C)	25% of amount supplied (2 oz or 60 mL)	25% of amount supplied (8 oz or 235 mL)

Large Kit: Pour both gallon containers of Part A into a clean container large enough to hold all three components. Add Part C Accelerator and the vial of 44-500 to Part A while under agitation. Mix thoroughly. Add Part B to the mixture of Parts A, C and 44-500 while under agitation. Continue agitation until all components are thoroughly mixed. **Important:** Mixing ratio is two (Part A) to one (Part B) by volume.

**THINNING**

For air spray, use No. 2 Thinner and thin 10% or 3/4 pint (380 mL) to 20% or 1 1/2 pints (760 mL) per gallon. For roller or brush, use No. 39 Thinner and thin up to 10% or 3/4 pint (380 mL) per gallon. To comply with faux finishing VOC regulations, maximum thinning is 12%. **Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing. Thinning above 20% may adversely affect coating performance.**

**POT LIFE**

2 hours at 77°F (25°C) 30 minutes at 100°F (38°C)  
Note: See chart at the beginning of Mixing instructions.

**APPLICATION EQUIPMENT**

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC or JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	70-90 psi (4.8-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperature or longer hoses require higher pot pressure. Proper atomization is necessary to obtain a smooth finish.

**Airless Spray:** Not recommended.

**Roller:** Use 1/4" (6.4 mm) synthetic woven nap cover. Do not use medium or long nap roller covers.

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

**SURFACE TEMPERATURE**

Minimum 40°F (4°C) Maximum 120°F (49°C)  
The surface should be dry and at least 5°F (3°C) above the dew point.

**CLEANUP**

Flush and clean all equipment immediately after use with the recommended thinner or xylol.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

# PROPOSAL

2412

## Richard Brothers Painting

7730 Jackson Rd. Suite #4  
Ann Arbor, MI 48103  
www.richardbrotherspainting.com

(734) 424-1406  
Fax (734) 424-1419

TO: Village Of Dexter  
Attn: Donna Dettling

PHONE	DATE 8/1/2012
JOB NAME / LOCATION Railroad Bridge Paint Stone Walls	
JOB NUMBER Ddettling@villageofdexter	JOB PHONE

We hereby submit specifications and estimates for:

Scope of Work - Exterior cleaning and coating of stone on railroad bridge behind Dexter Fire Station. Includes both sides of bridge arch and retaining walls. Excludes underside of arch and permits.

Surface Prep - Power wash with Simple Green to remove dirt, oxidation and mildew.

Applications - Primer - Apply one coat Tnemec Series 66 Hi Build Epoxy Primer.  
Finish - Apply one coat Tnemec Series 1075 Endura Shield II.  
Graffiti Coat - Apply one coat Tnemec Series 1079 Metallic Clear Coat Satin Finish.

Total Labor and Materials: \$17,950.00

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:  
Seventeen Thousand Nine Hundred Fifty and 00/100 Dollars dollars (\$ 17,950.00 )

Payment to be made as follows:

Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# PROPOSAL

2410

## Richard Brothers Painting

7730 Jackson Rd. Suite #4  
Ann Arbor, MI 48103  
www.richardbrotherspainting.com

(734) 424-1406  
Fax (734) 424-1419

TO: Village Of Dexter  
Attn: Donna Dettling

PHONE	DATE
	8/1/2012
JOB NAME / LOCATION	
Railroad Bridge West Retainer Wall	
JOB NUMBER	JOB PHONE
Ddettling@villageofdexter.	

We hereby submit specifications and estimates for:

Scope of Work - Exterior cleaning and coating of retainer wall on west side of railroad bridge behind Dexter Fire Station. Excludes arch, underside of arch, east wall and permits.

Surface Prep - Brush blast stone with walnut shells to remove dirt, oxidation and mildew. Open blast no containment.

Application - Apply two coats Tnemec Dur A Pell GS Series 626.

Total Labor and Materials: \$6,500.00

**We Propose** hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of:

Six Thousand Five Hundred and 00/100 Dollars

dollars (\$

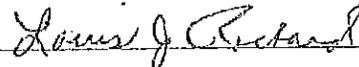
6,500.00 )

Payment to be made as follows:

Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within

15

days.

**Acceptance of Proposal** -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



CHEMPROBE

PRODUCT DATA SHEET

# DUR A PELL GS SERIES 626

## PRODUCT PROFILE

**GENERIC DESCRIPTION** RTV Silicone Rubber Water Repellent and Graffiti Protectant

**COMMON USAGE** Series 626 Dur A Pell GS has been formulated to provide superior protection against, and easy removal of, unwanted graffiti. This product is intended for use in conjunction with Series 680 Mark A Way to provide a complete Graffiti Protection System. Dur A Pell GS is a clear, silicone rubber based formulation, which protects vertical concrete block, brick, cast concrete, stone and other masonry substrates with little or no change to the appearance of the untreated substrate. Dur A Pell GS protects both new and existing substrates by penetrating into the pores, to prevent graffiti penetration. It has excellent stability against ultraviolet rays and salt spray and provides long-lasting protection. Note: Series V626 conforms with air pollution regulations limiting Volatile Organic Compounds (VOC) to a maximum of 100 grams/litre (0.83 lbs/gallon).

**PRODUCT DISTRIBUTION** Single component, RTV silicone rubber, which provides a clear, non-sacrificial, penetrating barrier against graffiti, as well as water repellency on all uncoated vertical masonry surfaces.

**COLORS** Clear

**FINISH** Flat to slight sheen, depending on substrate.

**PERFORMANCE CRITERIA** Contact your Chemprobe/Themec representative for specific test results.

## COMING SYSTEMS

**PRIMERS** Apply directly to uncoated concrete and masonry substrates.

## APPLICATION INFORMATION

**ALL SURFACES** Surfaces to be treated must be clean, dry, and free from oil, dirt, grease, efflorescence, or any other coating, which may inhibit penetration and adhesion. For surfaces that have been power-washed, allow a minimum of 72 hours drying time. After rain, allow 48 hours drying time. Newly constructed surfaces should cure for 28 days before application. Caulking should be completed and cured prior to application. All repointing and repairs should be completed prior to material application. Extremely dense, vertical concrete surfaces (i.e. cast-in-place, vibrated, smooth-face concrete) should be prepared using sand, or other media for blasting, to facilitate penetration. Dur A Pell GS may enhance or darken the surface appearance. To test for aesthetics, apply to an inconspicuous area prior to a large-scale application. Protect all glass and surrounding surfaces from overspray.

## TECHNICAL DATA

**VOLUME SOLIDS** 15%

**RECOMMENDED DFT** Penetrating coating system, no DFT recommended. Two flood coats required for graffiti protection. One coat for water repellent applications.

**CURING TIME**

Temperature	To Touch	To Recoat	Initial Cure	Full Cure
75°F (24°C)	2 hours	30 minutes to 2 hours	6-12 hours for Moisture Intrusion	24 hours for Moisture Intrusion, 5 days for Graffiti Protection

Curing time varies with surface temperature, substrate porosity, air movement, humidity and application rate.

**VOLATILE ORGANIC COMPOUNDS** 626: 5.49 lbs/gallon (658 grams/litre)  
V626: 0.81 lbs/gallon (97 grams/litre)

**NUMBER OF COMPONENTS** One

**PACKAGING** 5 gallon (18.96 L) pails and 1 gallon (3.79 L) cans

**NET WEIGHT PER GALLON** 6.8 ± 0.10 lbs/gal (815 g/L)

**STORAGE TEMPERATURE** Minimum 40°F (4°C) Maximum 90°F (32°C)  
This product will react with atmospheric moisture. Keep unused material tightly closed at all times. Any material remaining in an opened container should be properly disposed of according to all applicable regulations.

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHelf LIFE** 12 months at recommended storage temperature.

**FLASH POINT - SETA** 626: 105°F (41°C) V626: 103°F (39°C)

**HEALTH & SAFETY** Paint and related products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to use of this product. Keep out of the reach of children.

# DUR A PELL GS | SERIES 626

## APPLICATION

### COVERAGE RATES

Note: Always shield glass, wood and other surfaces that are not intended to be treated from overspray. Any overspray should be removed immediately. Also, protect asphaltic and painted surfaces, trees, shrubs and other landscaping from overspray. Coverage rates are only guidelines and will vary depending upon the texture of the surface and porosity of the substrate.

Substrate	Sq. Ft./Gal.	m <sup>2</sup> /litre
CMU	65 - 85	1.6 - 2.1
Brick	125 - 150	3.1 - 3.7
Concrete †	200 - 300	4.9 - 7.4
Limestone	125 - 150	3.1 - 3.7
Sandstone	95 - 125	2.3 - 3.1

Apply with a saturating coat allowing for a 4" to 6" rundown. A test application **must** be performed to determine the exact coverage rate, desired appearance and compatibility of Dur A Pell GS and the substrate before beginning a full-scale application.

† For dense concrete, backrolling may be required to create an even and uniform appearance.

### MIXING

Not required.

### THINNING

Do not thin. Note: Where lower VOC is required, use V626 to comply with VOC regulations.

### POT LIFE

Pot life can vary based on temperature and humidity. Application time should not exceed 8 hours once product has been opened.

### APPLICATION EQUIPMENT

Apply using a low-pressure sprayer with a fan tip that allows for an application pressure of 20 to 40 psi. Apply first coat in a saturating spray application from bottom up. Apply sufficient material to create a 4" to 6" rundown below the contact point. Caution should be used on dense substrates to not overapply. On dense substrates, minimal rundown is required to avoid over application. Backroll all areas that appear to be fully saturated. A second coat is required for graffiti protection; apply once first coat appears dry (30 minutes to 2 hours) depending on temperatures and substrate. All coats should be examined for areas of over application and such areas should be brushed or backrolled to avoid excessive film build and unsightly darkening.

Roller: Use 1/2" synthetic nap cover.

Brush: Recommended for small areas only. Use nylon or other synthetic material bristle brushes resistant to solvent solutions.

Note: Avoid excessive overlapping or over application. Brush or roll out all heavy runs and drips.

### SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 100°F (38°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Note: May be applied at a lower temperature, providing that there is no frozen moisture present in the substrate. Application should be completed at least twelve (12) hours before onset of precipitation. When applied at temperatures below 40°F (4°C), the product will cure at a slower rate.

### MAINTENANCE

**Grffiti Removal:** Surfaces that have been properly treated with Series 626 provide for easy removal of graffiti using Series 680 Mark A Way. Remove graffiti as soon as possible after surface has been defaced. Apply Mark A Way directly to the "tagged" surface and allow it to work for 5 to 8 minutes keeping substrate wet with cleaner. Agitate with a nylon brush and rinse thoroughly with water. A power washer (not to exceed 1000 psi) may be required to completely remove graffiti. After surface has been cleaned and allowed to dry completely, it will continue to protect against graffiti penetration and permit additional cleaning cycles if necessary. In areas that receive multiple "taggings" and if graffiti removal becomes difficult, a reapplication of Dur A Pell GS may be required. Note: Use of any product other than Mark A Way to remove graffiti may damage the protective coating, thereby necessitating reapplication of Series 626 Dur A Pell GS. Contact your Chemprobe representative for assistance.

### CLEANUP

Flush and clean all equipment immediately after use with mineral spirits.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Chemprobe will provide a warranty application, prior to product installation, upon request. Chemprobe stands behind the performance claims of its products when used in accordance with their design intentions and application instruction. Coverage rates are critical for long life expectancy. Rates must be within the noted ranges on the Coverage Rate Table for a warranty to be valid. Chemprobe under all warranties, expressed or implied, shall be limited to the refund of purchase price or replacement of product, determined at Chemprobe's sole discretion. CHEMPROBE'S WRITTEN WARRANTY IS IN LIEU OF ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS. A copy of the Chemprobe Warranty, with a valid Warranty number must accompany any warranty claim. A Division of Tnemec Co., Inc.

Chemprobe Coating Systems 2805 Industrial Lane Garland, TX 75041 1-972-271-5551 Fax: 1-972-271-5553 www.chemprobe.com



CHEMPROBE

PRODUCT DATA SHEET

# MARK A WAY SERIES 680

## PRODUCT DESCRIPTION

**GENERIC DESCRIPTION** Citrus Aroma Graffiti Cleaner

**COMMON USAGE** Liquid cleaner used in association with Chemprobe Series 626 Dur A Pell GS to remove graffiti from block, brick, concrete, stone and other porous masonry substrates. May also be used alone for the removal of most types of graffiti in a single application.

## TECHNICAL DATA

**VOLATILE ORGANIC COMPOUNDS** 7.01 lbs/gallon (844 grams/litre)

**PACKAGING** 1 gallon (3.79 L) cans, quarts (.95 L)

**STORAGE TEMPERATURE** Below 100°F (38°C)

**SHELF LIFE** 2 years at recommended storage temperature.

**FLASH POINT - SETA** 115°F (46°C)

**HEALTH & SAFETY** Paint and related products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to use of this product. **Keep out of the reach of children.**

## APPLICATION

**APPLICATION EQUIPMENT** Remove graffiti as soon as possible after surface has been defaced. Apply Mark A Way cleaner by brush, roller or low pressure sprayer directly to the "tagged" surface and allow it to dwell for 5 to 8 minutes keeping substrate wet with cleaner. Agitate completely with a nylon scrub brush and rinse thoroughly with water. A power washer (not to exceed 1000 psi) may be required to remove graffiti. After surface has been cleaned and allowed to dry completely, Dur A Pell GS will continue to protect against graffiti penetration and permit additional cleaning cycles if necessary. In areas that receive multiple "taggings" and if graffiti removal becomes difficult, a reapplication of Dur A Pell GS may be required. If after multiple cleanings, deep-seeded graffiti remains, a more stringent paint remover may be required to completely remove all residual markings. In this case, upon complete cleaning and removal of all unwanted "markings," a reapplication of Dur A Pell GS can be applied to a sound, dry substrate.

**CLEANUP** Dispose of excess run-off in compliance with local regulations.

**Note:** Use of any product other than Mark A Way to remove graffiti, may damage the protective coating, thereby necessitating reapplication of Series 626 Dur A Pell GS. Contact your Chemprobe representative for assistance.

**WARRANTY & LIMITATION OF SELLERS LIABILITY:** Chemprobe will provide a warranty application, prior to product installation, upon request. Chemprobe stands behind the performance claims of its products when used in accordance with their design intentions and application instruction. Coverage rates are critical for long life expectancy. Rates must be within the noted ranges on the Coverage Rate Table for a warranty to be valid. Chemprobe under all warranties, expressed or implied, shall be limited to the refund of purchase price or replacement of product, determined at Chemprobe's sole discretion. CHEMPROBE'S WRITTEN WARRANTY IS IN LIEU OF ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS. A copy of the Chemprobe Warranty, with a valid Warranty number must accompany any warranty claim. A Division of Tranece Co., Inc.

Chemprobe Coating Systems 2805 Industrial Lane Garland, TX 75001 1-972-271-5551 Fax: 1-972-271-5558 www.chemprobe.com



AGENDA 8-13-12  
ITEM # L-6

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

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

### MEMO

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: August 8, 2012**  
**Re: Discussion of Proposed Stormwater Study**

During the 2012-2013 budget work sessions Council discussed soliciting a proposal from Orchard, Hiltz, & McCliment (OHM) to conduct a comprehensive stormwater infrastructure analysis and study. The purpose of the study is to ensure that we have the tools to properly incorporate stormwater management into our projects and identify projects that need to be done to improve stormwater collection throughout the Village. This will also allow us to better prioritize where we will get the most benefit from our limited resources for road and stormwater improvements.

OHM has provided the attached proposal for our review. The study area is broken down into the historical Village, subdivisions (includes Industrial Park) and school areas, as each area requires a different level of study. The end result of the study will be a Stormwater Master Plan that will help us better plan for, manage, and provide clearer expectations to the public for all projects in village right of ways.

OHM has provided this proposal to start the discussion with Council as to the appropriate scope of the project. Once the desired scope has been determined a cost proposal will be developed and reviewed with council. We will also be considering the possibility of securing S2 grant funds to cover the cost of the study as well as approaching the Dexter Community Schools for a financial commitment to study School stormwater infrastructure.

# VILLAGE OF DEXTER

## STORM WATER STUDY UPDATES

**Background** In 2004, Orchard, Hiltz & McCliment, Inc. completed its *Storm Water Management Study* for the Village of Dexter. This document was the deliverable that summarized the findings of a preliminary drainage study that reviewed the existing drainage system within the historic portions of the Village. The study included a field investigation component which located Village drainage infrastructure and also identified several known drainage issues within the Village. The study also made an effort to delineate drainage districts within the Village to help evaluate the drainage patterns within the Village.

While the study provided the Village with a much improved understanding of the drainage patterns as well as where structural deficiencies exist within the system, it provided only a qualitative analysis of the system. Since that time, the Village and OHM have overseen the development several projects within this portion of the system which have improved portions of the drainage systems and in some cases, altered drainage patterns.

As the Village begins to explore upgrading roadways and surrounding right of ways, it has been generally agreed that an updated study should be completed to assess the existing drainage system and explore hydraulic effects of changes made to roadway cross sections.

### Study Objectives

The storm water study update is driven by the following objectives:

- Develop an accurate understanding of the location, condition and function of existing storm water infrastructure within the Village.
- Determine the condition of existing storm water infrastructure.
- Determine which sections of storm water infrastructure within the Village function as “bottle necks” and where flooding may occur within the Village.
- Work with Village Leaders and residents to establish a “proposed condition” for the historic portion of the Village where roadways will be reconstructed over the next 5 to 10 years.
- Develop a list of alternatives for improvements within the Village to address current problems as well as new problems resulting from the proposed roadway improvements.
- Select preferred alternatives and develop potential projects (scope, estimates)
- Developing a prioritized ranking of storm water improvement projects within the Village

### Funding

While we understand that the Village has budgeted for this program, we encourage Staff and Council to consider potential future funding sources that may become available to the Village. Through discussions with legislative insiders, we understand that many of the activities discussed here may be eligible for a high rate of reimbursement under a future program currently under consideration by the Michigan State Legislature. This source of funding may be available as early as Fall 2012. While this program will likely be similar to the S2 program in many ways, the funding will likely not have the SRF requirements such development of a project plan and immediately following up the plan with a construction project. Further, projects will not be tied directly to Total Maximum Daily Loading (TMDL) criteria.

**Task  
Summary**

For the work, we propose the following tasks:

Task	Description	Objective
1	Base Map Development	Develop a reliable network of existing infrastructure for use in condition assessment and hydraulic analysis.
2	Drainage Area and Outfall Identification	Determine drainage patterns and locate all storm water outfalls within the Village.
3	Existing Drainage System Physical Investigation	Determine the physical condition of existing drainage infrastructure within the Village
4	Existing Hydraulic Capacity	Determine the capacity of existing trunkline sewers
5	Resident and Village Leadership Workshop	Report preliminary findings and potential alternatives to Village residents and leaders. Obtain consensus on future improvements within study area.
6	Proposed Conditions Hydraulic Analysis	Review the capacity of trunk line sewers during the proposed (build out) condition as determined from the workshop task.
7	Alternatives Analysis	A comprehensive review of potential solutions to observed drainage problems from the existing condition and proposed condition hydraulic analysis. The review will also explore potential projects involving storm water quality upgrades.
8	Storm Water Master Plan	A single, standalone document summarizing the analysis, findings, alternatives and recommendations from the study. The document will include a tabulation of proposed projects along with costs and discussion of funding alternatives for the Village.

**Project Location & Scope**

The storm water study is intended to review all sections of the Village. The Village will be divided into 3 areas (historic, subdivisions, schools) due to varying needs. These areas are shown in figure 1. Sections of the Village which include more up to date infrastructure such as the subdivisions and industrial park will likely not require several of the tasks discussed later in the document such as field investigations, hydraulic analysis and alternatives analysis. This is due primarily to the fact that accurate records exist for these areas and systems function within the expectations of current storm water regulations. Further, significant infrastructure or right of way improvements are not expected to occur in these areas within the foreseeable future which eliminates the need to evaluate a proposed condition.

In contrast to the subdivisions where record data is available, sporadic and incomplete information is only available for properties operated by Dexter Areas Schools. As a result, storm water networks which will require more field investigations and/or coordination Schools staff. Due to the uncertainty and lack of information, it is proposed that existing condition evaluations occur in these areas. A proposed condition is not envisioned for the Schools section at this time, but could be added depending on the preferences of the Schools.

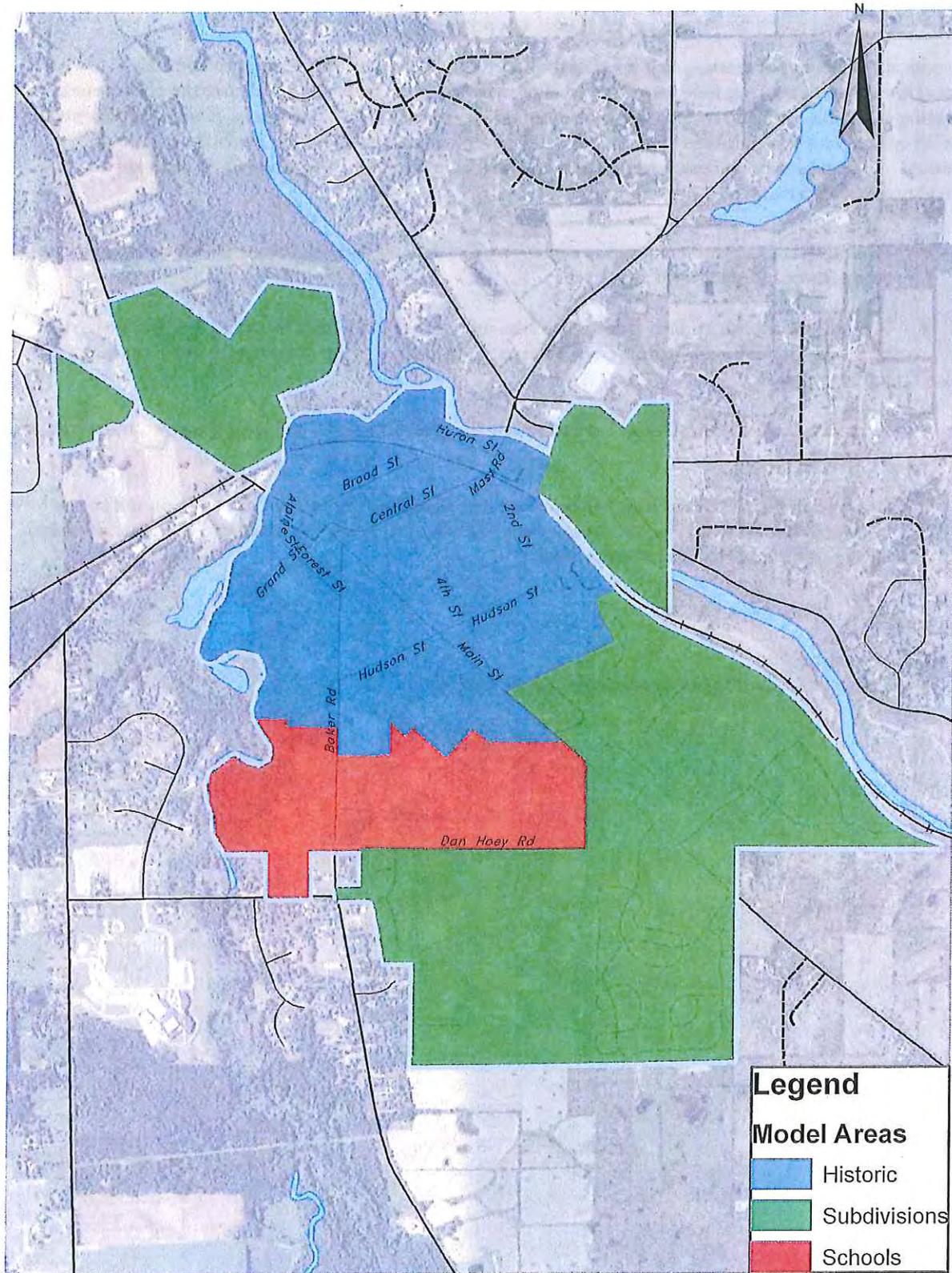
The historic areas will require all tasks due to unknown infrastructure, existence of several known problems, and the understanding that many of the roads within this area will experience some level of modification within the next 5 to 10 years.

To help demonstrate which tasks are necessary for the various sections of the Village, the following table has been prepared.

Area	Study Tasks							
	1	2	3	4	5	6	7	8
Subdivisions	✓	-	-	-	-	-	-	✓
Schools	✓	✓	✓	✓	-	-	✓	✓
Historic	✓	✓	✓	✓	✓	✓	✓	✓

**Fee** An hourly, not to exceed fee will be computed upon finalization of the Village’s preferred scope.

**Alternative Tasks** This document is intended to serve as a preliminary scope for the update of the storm water study. If the Village wishes to pursue these tasks with the intention of using this information later for the development of a storm water utility, additional tasks such as performing a more rigorous impervious surface analysis and utility rate structure can be added.



**Legend**

**Model Areas**

- Historic
- Subdivisions
- Schools

Sheet Desc.: <b>MODEL AREAS</b>	Date: 7/25/2012	
Project: <b>STORM WATER STUDY UPDATE</b>	JN: 0130-XX-XXXX	
Client: <b>VILLAGE OF DEXTER</b>	Scale: 1 in = 1,834 ft	Page: 1

## TASK 1 – BASE MAP DEVELOPMENT

A critical component of creating a comprehensive, reliable and effective storm water study is the development of an accurate base map. The level of accuracy in the base map will dictate the effectiveness of existing condition hydraulic analysis and identification of problems within the system. The Village maintains a GIS system which includes the locations of storm sewer, culverts, catch basins, manholes and pump stations. We envision using the existing data as an initial base, then correcting the data as necessary to develop a reliable base map.

- Review recent CIP and site projects and ensure that as-built data has been added to the appropriate storm sewer and storm structure layers.
- Prepare and publish a storm water utility atlas using existing GIS data including roads, parcels, right of way, 2 foot contours, storm sewer, culverts, catch basins, pump stations, and other storm water infrastructure.
- Meet with the Village of Dexter Staff to review the atlas documents and identify known inadequacies in the data.
- Using a handheld GPS receiver, perform field data collection to obtain information on missing or incorrectly shown structures and storm sewer. Ditches will also be sketched with GPS points picked up as part of the field data collection tasks.

### Deliverables:

- Drainage Atlas
- Updated GIS Layers (storm structures, storm sewers)

## TASK 2 – DRAINAGE AREA AND OUTFALL IDENTIFICATION

As part of the MS4 Permit, the Village has conducted outfall investigations. While the location of these outfalls is known, the hydraulic viability of the outfalls remains in question which will be analyzed in a later task. To prepare for this, a drainage delineation and outfall inspection will be completed beginning at the outfall location and working upstream. Upon completion of this, we will log and document known drainage issues within the Village. We envision the following tasks related to this work:

- Identify all known storm sewer outfalls within the Village. Prepare a sequential numbering scheme. Each outfall will be surveyed using a handheld RTK unit that is capable of obtaining the location as well as the elevation of the storm water outfall. This data will be used later in the study to ensure all outfall data is modeled from the same datum.
- Using 2-foot contour data, culverts, sewers and ditch information, prepare an updated drainage delineation for each outfall.
- Review the drainage area delineations and determine any un-drained areas within the Village.
- Perform as needed field investigations to locate unknown drainage outfalls or confirm drainage connectivity based upon final drainage area delineations.
- Meet with Village staff to review drainage areas and provide updated maps showing drainage patterns.
- Incorporate known drainage issues into GIS layer for overlay during later phases of the study.

### Deliverables

- Drainage Area Maps

### Village Responsibilities

- Summarize known drainage issues and determine affected properties. Provide drainage complaints if available to later use correlating problems to design events.

### TASK 3 – EXISTING DRAINAGE SYSTEM PHYSICAL INVESTIGATION

Using a list of drainage issues identified by Village staff, conduct field investigations to assess conditions of existing drainage infrastructure. This task can include structure investigations, ditch and culvert evaluations, and closed circuit television inspection of storm sewer.

- Perform a Village wide walkthrough of drainage infrastructure and identify suspected problematic drainage infrastructure.
- Prepare a technical memorandum summarizing the locations of plugged or failed infrastructure.
- Solicit bids from an underground CCTV contractor to perform investigations of underground storm water infrastructure.
- Perform an evaluation of the infrastructure following requirements of the Pipeline Assessment & Certification Program (PACP). Provide a summary or recommendations based on the pipe age and condition. Prepare GIS layers of inspected infrastructure with conditions documented.

#### Deliverables

- DVD copies of CCTV pipeline inspections and summary reports.

#### Village Responsibilities

- Provide a summary of known failed or problematic drainage infrastructure to OHM for inclusion in a CCTV bid document.

#### TASK 4 -- EXISTING HYDRAULIC CAPACITY ANALYSIS

With a reliable base map, drainage areas and understanding of known drainage problems compiled, the existing drainage system will be evaluated. The evaluation will utilize software to determine the quantity of storm runoff generated within each drainage area and how these peak flows are conveyed within the existing drainage system.

- Using the drainage area maps generated within Task 2, identify trunk sewers within each drainage area.
- Perform hydrologic analysis of each drainage area determining the amount of impervious surface. This will be completed through use of aerial photography or potentially from layer information available through Washtenaw County. Depending on the presence of branches within the storm water network, perform further divisions of the drainage areas into sub areas for more accurate analysis.
- Compute peak flow rates for drainage areas for the 10-year design storm event. This event is conventionally used for analysis of closed conduit systems.
- Compile as-built data of the proposed trunk sewers for each drainage area. Confirm that the plans are shown on the same datum. If datum are known, perform appropriate elevation adjustments.
- Perform as-needed supplemental survey to obtain inverts and / or pipe sizes for unknown portions of trunk line sewers.
- Using the compiled as-built data and supplemental survey data, create models of the storm sewer trunk lines within EPA Storm Water Management Model (SWMM).
- Evaluate performance of the existing system and note conduits or ditches where capacity is exceeded.
- Transpose pipe capacity data onto existing storm pipes within the Village GIS system to identify storm sewers or ditches with insufficient capacity.
- Using GIS contours and the modeled water surfaces from the hydraulic analysis, approximate areas where flooding may occur.
- Using results from the CCTV storm sewer evaluation, conduct a secondary model run and evaluate the performance of the system in the vicinity of blocked storm water conduits.
- Prepare a technical memorandum summarizing the performance of each trunk line.

#### **Deliverables**

- A technical memorandum of findings.

#### **Village Responsibilities**

- None.

## TASK 5 – RESIDENT AND VILLAGE LEADERSHIP WORKSHOP

Using the findings from the existing conditions hydraulic analysis phase, OHM will prepare a presentation for a meeting with residents and Village Leadership. The objective of the presentation is to inform attendees of inadequacies within the drainage system and to help foster discussion on a desired build out condition. Identifying a proposed condition will help to drive the extent and size of recommended improvements. This will also ensure that storm infrastructure downstream of road improvement projects will be capable of handling runoff from the improvement. This is particularly important if there are any roadways where widening will occur or if open ditches are replaced with curb and gutter. Both of these scenarios will result in the addition of runoff and may have significant impacts on downstream infrastructure and properties if not properly planned for. We envision the following for this task:

- Develop figures that illustrate sections of problematic storm water infrastructure improvements as well as Village streets slated for improvements under the current Capital Improvement Plan.
- Prepare sample typical cross sections showing roadway corridors with various arrangements of storm water management systems.
- Prepare a powerpoint and attend a meeting summarizing the findings of the field investigations and hydraulic study. Lead discussion on the likely required improvements and their relation to upcoming work within the historic sections of town to improve roadways.
- Discuss implications with Village residents and Leaders regarding long term goals for improvements within the historic portions of the Village. Specifically, discuss the alternative to install curbs & gutter systems, maintain open ditches and implementing low impact designs. Include sample estimates for each improvement to help develop an understanding of the order of magnitude differences between alternatives.
- Produce a summary of the meeting and preferred alternatives.

### Deliverables

- Prepare presentation to Council summarizing study findings
- Prepare meeting summary document.

### Village Responsibilities

- Convene a special workshop between residents and Leaders to determine preferred alternatives.
- Provide direction on the preferred alternatives to improve roadways within the historic sections of the Village.

## TASK 6 – PROPOSED CONDITIONS HYDRAULIC ANALYSIS

Based on the findings of public engagement task, prepare a proposed condition model scenario for the drainage areas modeled in the previous existing conditions hydraulics task. During modeling, system inadequacies will be reviewed for the 10-year storm event.

- Compute proposed peak flow rates for drainage areas for the 10-year design storm event.
- Route the proposed condition flows through the existing condition SWMM models from the earlier hydraulic task. Evaluate performance of the existing system and note conduits or ditches where capacity is exceeded.
- Transpose pipe capacity data onto existing storm pipes within the Village GIS system to identify storm sewers or ditches with insufficient capacity.
- Using GIS contours and the modeled water surfaces from the hydraulic analysis, approximate areas where flooding may occur.
- Using results from the CCTV storm sewer evaluation, conduct a secondary model run and evaluate the performance of the system in the vicinity of blocked storm water conduits.
- Compare the proposed condition hydraulics with existing condition hydraulics and note the location and severity of water surface increases for the design event.
- Prepare a technical memorandum summarizing the performance of each trunk line.

### Deliverables

- A technical memorandum of findings.

### Village Responsibilities

- None.

## TASK 7 –ALTERNATIVES ANALYSIS

Using the findings in the existing conditions and proposed conditions hydraulic analysis as well as the physical conditions assessment, an alternatives analysis will be completed to evaluate potential improvements. In general, improvements will fall under these categories and will be designed for implementation within right of way or Village owned land:

- Creation of a new outlet or sewer
- Upsize pipe
- Diversion of drainage area to adjoining area
- Creation of storm water detention
- Use of low impact design to reduce runoff

Depending on the extent of problem, the solution may involve a single category or potentially a combination thereof. OHM will develop several alternatives where available to provide the Village flexibility for implementing improvements. Due to the level of unknowns during the scoping phase, it is difficult to fully identify sub tasks for the work, however, the work will generally involve the following items:

- In areas identified to have only localized sewer capacity issues, perform pipe sizing routines to determine proper sizes for undersized storm sewer.
- In areas where pipe upsizing is believed to be extensive, explore alternatives for implementing in line or offline storm water detention facilities. Using SWMM, perform hydrologic routing to determine the volume of storm water detention necessary to attenuate the peak flow event.
- In the event that a capacity issue is observed adjacent to a drainage district with available capacity, explore routing runoff from a portion of one drainage area to the adjacent area.
- In areas where roadway improvements are proposed that will drive capacity problems, review potential low impact design strategies such as porous pavements, bioswale systems or other infiltration practices.
- In areas where infiltration is being considered for use, retain the services of a geotechnical engineer to perform infiltration soil testing to confirm viability and determine soil characteristics for an engineered solution.
- Evaluate locations where storm water treatment units or other storm water quality devices can be installed to reduce sediment and pollutant loading to the receiving water bodies.
- Prepare a technical memorandum summarizing the findings for each drainage issue reviewed. Estimates will be developed for each alternative and presented to the Village for their consideration.

### Deliverables

- A technical memorandum of findings.

### Village Responsibilities

- Review alternatives and select desired projects.

## TASK 8 –STORM WATER MASTER PLAN

Based on the recommendations of the Village from the alternatives analysis in the previous task, a comprehensive Storm Water Master Plan will be prepared for the study area. The study will provide a summary of the work prepared in the previous tasks as well as recommendations for the Village to move forward with improvements. The recommendations will be tabulated

The master plan will include the following sections:

- Executive Summary
- Introduction (study area description, design parameters, techniques)
- Existing Conditions
  - Physical system assessment
  - Hydraulic Performance
- Proposed Build out Alternatives
- Proposed Hydraulic Performance
- Alternatives Analysis
- Recommended Improvements
- Project Ranking
- Potential Funding Mechanisms
- Conclusion

### Deliverables

- 10 bound copies of the Storm Water Master plan document and a digital (PDF) version for Village use and posting to the Village Website and distribution.

### Village Responsibilities

- Perform a review of the draft document and provide OHM with comments prior to final production of the study.



## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

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

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: August 8, 2012**  
**Re: Update Water and Sewer Main Damage Claims**

Attached is a copy of the complaint filed by Washtenaw County v Anlaan Corporation. I asked Dan Schairbaum of Dykema to review the filing and advise the village on moving forward with a similar claim for the additional \$21,725 in damages. Jim Reach, Washtenaw County Attorney assured me that the County would not come back after the Village for the \$62,990 regardless of the outcome of their claim against Anlaan. The County didn't authorize Mr. Reach to include the remaining \$21,725 of damages sustained by the village; an additional \$13,725 on the water breach and \$8,000 for the sewer breach. Mr. Reach suggested that Village pursue Anlaan using a similar format as the complaint he filed.

Therefore, I asked Dan Schairbaum to advise us on the cost to file the complaint, what our likelihood of being successful might be and how long this will take. He also advised me on the statute of limitations on filing the complaint and open meetings considerations as we review and discuss this matter.

First, Mr. Schairbaum advised that Circuit Court action, which is what the County filed, is used for claims over \$25,000. This is a threshold amount for circuit court; therefore action by the village would go to the lower court. District court action is for claims under \$25,000. Mr. Schairbaum suggested that we ask local legal Counsel to take on the claim on a contingent fee basis. Fees paid to the Attorney would be contingent on recovery; this is typically 30% of the award. An Attorney would be asked to review the file and determine if they were interested in taking it on a contingent basis. A complaint filed in Circuit Court can take up to 6 months to get to a Judgment from the Court.

Mr. Schairbaum also recommended that the Village send a demand letter to Anlaan on our own first and establish a deadline for response before we turn it over to an Attorney. He also advised that we wait on the sideline until the County prevails and Anlaan is found negligent, the village's chances with a demand letter would greatly improve.

Mr. Schairbaum also suggested that the water claim and sewer claim need to be separate issues. He felt our chances of recovery on the first incident with the water main break (\$13,725) are much greater than on the sewer break incident, simply because of the extra support gained from the County's case.

Mr. Schairbaum researched the statute of limitations and determined that a contract breach involving real property improvements is 6-years. This is where the demand letter will be important to starting the clock for the 6-year period, assuming Anlaan refuses to pay after we send the demand letter, and then the 6-year period starts. Mr. Schairbaum also felt that we would not be able to deliberate on this matter in closed session, since the Open Meetings Act relates to deliberations involving settlement of pending litigation.

I am recommending that we start with the demand letter. A draft demand letter is attached for your review. I'll follow-up with Jim Reach to better understand his expectation on the timing of the complaint he filed, before I send the demand letter.



## 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*

Allison Bishop, AICP  
*Community Development Manager*

Dan Schlaff  
*Public Services Superintendent*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

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

August 14, 2012

Nicholas Baker  
Anlaan Corporation  
PO Box 333  
Ferrysburg, MI 49409

Dear Mr. Baker,

On July 12, 2011, during Anlaan's construction of the border to border trail within the Village of Dexter an eight inch water main was breached, causing damage.

Pursuant to Article VI of your contract the Village expects repayment of the damages in the amount of \$13,725. A breakdown of these damages is provided as an attachment to this letter.

If the repayment is not received by September 1, 2012, the Village will take legal action for breach of contract.

Sincerely,

Donna Dettling  
Village Manager

Village Damages Related to July 12, 2011 Watermain Break

Water Loss - 550000 gallons	\$3.03 per 1000 gallon commodity charge	\$1,666.50	
Tetra Tech	S-3 Distribution License Holder	\$600.00	
Village Staff Overtime	6 hours for Dan Schlauff, Doug Schlauff, Keith Kitchen	\$689.69	includes time and half, MERS, FICA
Dan Schlauff Time	20 hours	\$839.60	
OHM - Permit Application/Vendor Solicitation/Inspection		\$9,929.75	
		\$13,725.54	

# REACH LAW FIRM

A PROFESSIONAL CORPORATION

ATTORNEYS & COUNSELORS

IAN JAMES REACH  
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THE LAND TITLE BUILDING, SUITE 100  
106 NORTH FOURTH AVENUE  
ANN ARBOR, MICHIGAN 48104

TEL (734) 994-1400  
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June 14, 2012

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

Re: Washtenaw County v Anlaan Corporation  
Court File No: 12-612-CK  
Our File No: 112-13617

Dear Ms. Dettling,

This will serve as a status report in the above-referenced matter. I am enclosing a copy of the Complaint which has been filed in the Washtenaw County Circuit Court. Service on Defendant Anlaan is in the process of being obtained. Please contact me if you require any additional assistance.

Sincerely,



Ian James Reach

IJR/pja  
Enclosure

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

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WASHTENAW COUNTY, a municipal  
corporation,

Plaintiff,

vs.

ANLAAN CORPORATION, a Michigan  
profit corporation,

Defendant.

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File No. 12- 612 -CK

Honorable Archie Brown

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Ian James Reach (P25316)  
Reach Law Firm  
Attorneys for Plaintiff  
106 N. Fourth Ave.  
Ann Arbor, Michigan 48104  
(734) 994-1400

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COMPLAINT

NOW COMES Plaintiff, Washtenaw County, a municipal corporation, by and through its attorneys, Reach Law Firm, and for its Complaint against Defendant, Anlaan Corporation, a Michigan profit corporation, says as follows:

1. This is a breach of contract case.
2. Plaintiff Washtenaw County ("County") is both a Michigan county and a Michigan municipal corporation.
3. Defendant Anlaan Corporation ("Anlaan") is a Michigan profit corporation that provides construction services to its customers.
4. Anlaan conducts business in Washtenaw County, Michigan, from time to time.

5. All of the events that gave rise to this litigation took place in Washtenaw County, Michigan.

6. The amount in controversy, not including interest and costs, exceeds \$25,000.

7. In mid-January 2011, County and Anlaan entered into a contract that called for Anlaan to construct for County an improved trail – specifically, a trail to be used by pedestrians, bicyclists, and the like, and known as the Border-to-Border Trail, Hudson Mills Metropark to Warrior Creek Park – in exchange for County paying Anlaan a large sum of money.

8. A copy of the parties' written contract, dated January 13, 2011, is attached hereto as Exhibit A.

9. Sometime after mid-January 2011 but before mid-July 2011, Anlaan contracted with a subcontractor named Kyle Builders, Inc. ("Kyle") to construct parts of the improved trail, and Kyle in turn contracted with a subcontractor named Precision Foundation Systems, LLC ("Precision Foundation") to do some of the work that Kyle had agreed to do for Anlaan.

10. On July 12, 2011, while Precision Foundation was working on the trail project under the direction of Anlaan and/or Kyle, attempting to install one or more pilings in or near the Village of Dexter ("Dexter"), it accidentally struck and punctured a buried water main owned by Dexter, resulting in the accidental spill of some 550,000 gallons of water belonging to Dexter.

11. Not long after July 12, 2011, Dexter issued an RFP for repairs and awarded the contract to Full Bore Directional Boring Inc. ("Full Bore") to provide emergency service for the repair and replacement of the section of water line that had been punctured and damaged by Precision Foundation.

12. Dexter demanded that County pay for such repairs since County's contractor was responsible for the work performed.

13. Full Bore performed the work required and provided an invoice to the Village of Dexter (Exhibit B) which was then forwarded to County (Exhibit C).

14. County then paid for the repair in the amount of \$62,990.

15. Article VI of the contract between County and Anlaan provides as follows:

Article VI – Indemnification Agreement

*The contractor [i.e., Anlaan] will protect, defend and indemnify Washtenaw County and the Village of Dexter, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County and/or the Village of Dexter in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or sub-contractor.*

16. The 7/12/11 water-main incident was caused, in whole or in part, by the negligent acts or omissions of Anlaan and/or Kyle and/or Precision Foundation. More specifically, that incident was the result of one or more of the following negligent acts or omissions:

- a) The project plans, specs, and maps required Anlaan to “field verify” the exact location of Dexter’s water main before doing or allowing any underground work in the vicinity of the water main (Exhibit D). That meant that Anlaan, or a subcontractor acting on its behalf, was to go to the construction site and use electronic pipe locating equipment, shovels, probing rods, and/or other suitable tools to physically locate the water main and thus determine the water main’s exact location before doing or allowing any underground work in the vicinity of the water main. However, despite that requirement, Anlaan neither field verified the exact location of the water main nor had any of its its subcontractors do so.

- b) Before July 12, 2011, Anlaan was told by Dexter that neither it nor any of its subcontractors were to perform any underground work in the vicinity of Dexter's water main until after Anlaan personnel and Dexter personnel had met at the construction site and discussed the exact location of the water main. However, despite receiving that directive or request, Anlaan allowed Kyle and Precision Foundation to perform underground work in the vicinity of the water main.
- c) On July 12, 2011, Anlaan failed to adequately supervise and/or monitor the work that was being done by Kyle and Precision Foundation in the vicinity of the water main.
- d) If Kyle was asked by Anlaan to field verify the exact location of Dexter's water main before doing or allowing any underground work in the vicinity of the water main, Kyle failed to do or arrange such field verification.
- e) If Kyle was told before or on July 12, 2011, that neither it nor any of its subcontractors were to do any underground work in the vicinity of Dexter's water main until after Anlaan personnel and Dexter personnel had met at the site and discussed the exact location of the water main, it disregarded that directive and allowed Precision Foundation to do underground work in the vicinity of the water main.
- f) On July 12, 2011, Kyle failed to adequately supervise and/or monitor the work that was being done by Precision Foundation in the vicinity of the water main.
- g) If Precision Foundation was asked by Kyle or some other entity to field verify the exact location of Dexter's water main before doing any underground work in the vicinity of the water main, it failed to do or arrange such field verification.

- h) If Precision Foundation was told before or on July 12, 2011, that it was not to do any underground work in the vicinity of Dexter's water main until after Anlaan personnel and Dexter personnel had met at the site and discussed the exact location of the water main, it disregarded that directive and did underground work in the vicinity of the water main.
- i) On July 12, 2011, Precision Foundation failed to exercise due care while attempting to install one or more pilings in the vicinity of Dexter's water main.
- j) Anlaan and/or Kyle and/or Precision Foundation were negligent in one or more other ways not yet known to County.

17. The negligent acts and/or omissions of Anlaan and/or Kyle and/or Precision Foundation proximately caused the striking and the puncturing of Dexter's water main.

18. Because the 07/12/11 water-main incident resulted in whole or in part from the negligent acts or omissions of Anlaan and/or Kyle and/or Precision Foundation, and because Anlaan, in Article VI of its contract with County, promised to indemnify County from any loss resulting from property damage caused in whole or in part by the negligent acts or omissions of Anlaan and/or any subcontractor working on the project, Anlaan is now legally obligated to reimburse County the \$62,990 County paid to Dexter.

19. County has formally demanded that Anlaan pay it the sum of \$62,990. However, Anlaan has since failed to pay County any amount of money.

20. Anlaan's failure to pay County \$62,990 amounts to a breach of Article VI of the contract between County and Anlaan.

Wherefore, Plaintiff Washtenaw County requests the following relief:

A. Entry of a money judgment in favor of Plaintiff and against Defendant in the amount of \$62,990 plus additional amounts to cover Plaintiff's legal fees, costs and interest as provided for in the contract; and

B. Grant such other relief as this Court deems appropriate.

REACH LAW FIRM

Dated: 6/6/12

By: 

Ian James Reach (P25316)  
Attorneys for Washtenaw County  
106 N. Fourth Ave.  
Ann Arbor, MI 48104  
(734) 994-1400

The Reach Law Firm serves as corporation counsel to Washtenaw County. This occasionally involves the representation of one or more judges of the Washtenaw County Circuit Court, Probate Court and District Court 14-A. In our opinion, this case does not constitute a conflict of interest since our clients are aware of and have consented to our representation.

# EXHIBIT A

✓

SERVICE CONTRACT  
Anlaan Corporation

AGREEMENT is made this 31<sup>st</sup> 13<sup>th</sup> day of January, 2011, 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") and **Anlaan Corporation located at P.O. Box 333, Ferrysburg, MI 49409** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide all labor, materials, and equipment to perform the construction of the Border-to-Border Trail, Hudson Mills Metropark to Warrior Creek Park as specified in Washtenaw County Formal Bid #6585 and in accordance with Contract Documents. The construction project shall include the base bid and the alternate bid items. The County shall make monthly progress payments to the Contractor on the basis of work performed and material suitably stored onsite during the preceding month of the Contract. To insure proper performance of the Contract, the County shall retain five percent (5%) of the value of the work until final completion and acceptance of all work covered in the contract.

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the Contractor, for full performance of the work, an amount not to exceed \$648,453 (six hundred and forty eight thousand, four hundred and fifty three dollars) subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Parks Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on 01/12/11 and ends on 12/31/11 according to the project schedule and as modified through authorized change orders.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County and the Village of Dexter, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County and/or the Village of Dexter in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will 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 limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and Village shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection

Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County and the Village of Dexter or insurance companies insuring Washtenaw County and Village of Dexter for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to Washtenaw County c/o: Washtenaw County Parks & Recreation Commission & CR #42313, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE VIII - 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 IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may

cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, 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 XII - PREVAILING WAGE RATES & CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

#### ARTICLE XIII - EQUAL ACCESS

The Contractor 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 XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - 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 XXI - EXTENT OF CONTRACT

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

ATTESTED TO:

By: Lawrence Kestenbaum 2/2/11  
County Clerk/Register (DATE)

WASHTENAW COUNTY

By: Robert L. Tetens 1/13/11  
Director, Parks & Recreation (DATE)

APPROVED AS TO FORM:

By: Curtis N. Hedger 1-28-11  
Curtis N. Hedger (date)  
Office of Corporation Counsel

CONTRACTOR

By: Nicholas Baker 1-12-2011  
Nicholas Baker (date)  
Anlaan Corporation

WASHTENAW COUNTY

2011 JAN 26 A 11:41

PURCHASING

**MEMORANDUM OF UNDERSTANDING**

**1. WORK DISPUTES**

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

**2. COFFEE BREAKS**

There shall be no organized coffee breaks.

**3. PAYMENT OF FRINGES**

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

**4. UNION WORK**

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

ALBA  
(Contractor, Owner or Construction Manager)  
Border To Border Trail  
Hudson Mills Metropark to  
Warrior Creek Park  
ANLAAN CORPORATION  
(Project Description)

Bart Nickerson  
(Representative of Washtenaw County Skilled Building Trades Council)  
1/14/11  
(Date)

**THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.**

- WHITE - Union Copy
- GREEN - Contractor or Construction Manager Copy
- CANARY - Owner Copy
- PINK - CUB Copy
- GOLD - Project Copy

# EXHIBIT B

Full Bore Directional Boring Inc.

6105 Birch Road  
 Flint, MI 48507  
 810-410-4325  
 fax 810-422-9463

# Invoice

Date	Invoice #
9/21/2011	1260

Bill To
Village of Dexter 8140 Main Street Dexter, MI 48130

P.O. No.

Due Date
9/21/2011

Job Sight
Mill Creek Water Main replacement

Item	Description	Qty	Rate	Amount	
Boring Bond	Bored and pulled in new 8 inch HDPE SDR 11 water main, pressure tested, Bacteria tested and tied in to existing main Maintenance Bond		61,130.00 1,860.00	61,130.00 1,860.00	
Please remit to above address.				Total	\$62,990.00
				Payments/Credits	\$0.00
				Balance Due	\$62,990.00

# EXHIBIT C

**Village of Dexter**  
*Washtenaw County, Michigan*

# INVOICE

8140 Main Street  
Dexter, MI 48130  
Phone 734-426-8303 Fax 734-426-5614

INVOICE #D0677  
DATE: SEPT 22, 2011

To: Washtenaw County

**FOR: VILLAGE OF DEXTER COSTS RELATED TO WATER MAIN  
DAMAGE DURING WASHTENAW COUNTY BORDER TO  
BORDER TRAIL PROJECT**

DESCRIPTION	GALLONS	RATE	AMOUNT
FULL BORE – WATER MAIN REPLACEMENT			\$62,990.00
OHM – PERMITTING/INSPECTION			\$9,929.75
VILLAGE STAFF TIME			839.60
VILLAGE STAFF OVERTIME			689.69
TETRA TECH – S3 DISTRIBUTION LICENSE HOLDER			600.00
WATER LOSS			1,666.50
		TOTAL	\$76,715.54

Cc: Anlaan Corporation

# EXHIBIT D

WETLANDS

8.5"

7+00

100' THICMA EASTING

MATCHLINE REFER TO SHEET 3

FIELD VERIFY LOCATION  
OF EX. 8" WATER MAIN.  
USE CAUTION WHEN  
INSTALLING PILES.

12"

20"