

State Representative Gretchen Driskell, presented a tribute to the City of Dexter - the Fitness Foundation Silver Award signed by State Senator Rebekah Warren, Governor Rick Snyder, and Ms. Driskell.

Councilmember Carson introduced his nephew Jack Carson and his brother John Carson. Jack was attending the Council meeting for an assignment from his Northville High School civics class.

H. COMMUNICATIONS:

1. Sign Calendar
2. Letter from Washtenaw County Sheriff's Department
3. Confirmation of Receipt of the Charter by the Office of the Great Seal
4. Congratulatory letter from the City of Saline

I. REPORTS

1. Public Services Superintendent – Dan Schlaff

Mr. Schlaff submits his progress report of the DPW and Water/Sewer per packet. Mr. Schlaff gave the following updates:

- Broad Street update – looked at the work that was done in 2009 regarding the cutting and capping of the sewer line to try to resolve the issue.
- Huron Street – storm sewer work completed. The resident at 8180 Huron Street reports being very happy with the work that has been done on the street.
- Have done 2 ½ days of BS&A training for reports.
- Milligan's landscaping to be done today or tomorrow (December 22 or 23) and will be doing grass seeding in the spring.

2. Community Development Manager – Michelle Aniol

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

- School signage – will need a detailed plan of locations, setbacks, dimensions and how the proposal meets the state guidelines. Some of the signs will be placed in the right-of-way and thus need to be considered by Council. A question was raised as to the excessive number of signs.
- The Target Market Analysis grant was submitted today (December 22).

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

Dexter Area Fire Department – Shawn Keough

- Mayor Keough reported that the Fire Board met briefly on December 18 and held election of officers with Harley Rider of Dexter Township as Chairman, John Westman of Webster Township as Vice-Chairman, Libby Brushaber of Dexter Township as Treasurer and the Secretary to come from a member from the City of Dexter.
- Mayor Keough thanked Jim Seta for his service on the Fire Board.

4. Subcommittee Reports

Road Plan – Jim Carson and Joe Semifero

- Councilmember Semifero reported from the December 16 meeting that they are looking to put together a timeline for work needed to be done in order to get the bids out promptly in 2015.
- Looking at planning for a two year schedule and discussed projects for those two years.
- Also discussed what to do on Baker Road.
- Need some more training on doing PASER ratings.
- Will schedule a drive through the City on Friday, December 26 at 1 pm to evaluate streets.
- Councilmember Carson would like to see where money was saved this past year with the Road Plan and he requested that Council have a discussion on Federal Aid for roads.

5. City Manager Report

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

- The 2013-2014 Audit to be filed with the state tomorrow (December 22) and it will be presented at the January 26, 2015 meeting.
- The posting is out for the DPW position. Bruce's last day will be Sunday, December 28.
- Have received a mini grant for \$2250 for Plein Air.
- A question was raised on OHM's report regarding Safe Routes to School and deferring the sidewalk at DAPCO. Discussion followed.

6. Mayor's Report

Mr. Keough submits his report as per packet. Mr. Keough gave the following updates:

- Met with Dexter Schools Superintendent Chris Timmis about two weeks ago to talk about the Dan Hoey/Baker/Shield Roads intersections. The schools may be interested in splitting the costs of a traffic study. Discussion followed.
- Will be meeting in January with Washtenaw County Roads members Roy Townsend and Doug Fuller.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$293,321.63
2. Consideration of: Acceptance of the 2015 Meeting Calendar for the City of Dexter

Motion Fisher; support Carson to approve items 1 and 2 of the Consent Agenda.

Unanimous voice vote approval.

K. OLD BUSINESS-Consideration and Discussion of:

None

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Resolution of Organizational Matters

Motion Fisher; support Knight to adopt as presented the Resolution of Organizational Matters for the City of Dexter.

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

Nays: None

Motion carries

2. Consideration of: Council Rules

Motion Fisher; support Smith to accept the Council Rules for the City of Dexter as presented.

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

Nays: None

Motion carries

3. Consideration of: Appointment of Justin Breyer as Assistant to the City Manager

Motion Carson; support Fisher to appoint Justin Breyer as the Assistant to the City Manager.

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

Nays: None

Motion carries

4. Consideration of: Setting the Polling Location for City Precinct 1 and 2 at the Dexter Senior Center

Motion Smith; support Knight to set the Dexter Senior Center located at 7720 Ann Arbor Street, Dexter as the Polling Location for City Precinct 1 and 2.

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

Nays: None

Motion carries

5. Consideration of: Purchase of Software from BS&A in an amount not to exceed \$18,000

Motion Semifero; support Carson to authorize the purchase of software from BS&A in an amount not to exceed \$18,000.

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

M. COUNCIL COMMENTS

Carson	Merry Christmas and see you next year.
Knight	Merry Christmas.
Smith	Merry Christmas and Happy New Year.
Jones	Merry Christmas and Happy New Year.
Semifero	Recently there was a meeting with Dexter Schools regarding annexation with Whitmore Lake. A lot of questions were asked in particular why Dexter School voters aren't allowed to vote on the issue. Also worried about how bids on road construction will come back this spring as I have heard that costs are going up.
Fisher	Happy Holidays.
Tell	None

N. NON-ARRANGED PARTICIPATION

Jack Carson reported that he had nothing to say.

O. ADJOURNMENT

Motion Smith; support Fisher to adjourn at 8:40 PM.

Unanimous voice vote approval.

Respectfully submitted,

Carol J. Jones
Interim Clerk, City of Dexter

Approved for Filing: _____

PAGE LEFT INTENTIONALLY BLANK

Board	Date	Time	Location	Website	City Representative
City Facility Committee	1/9/2015	9:00 a.m.	City Offices	http://www.dextermi.gov	
Gateway Initiative (Big 400)	1/9/2015	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Community Schools Board of Education	1/12/2015	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter City Council	1/12/2015	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
5H - Dexter Coalition	1/13/2015	5:30 p.m.	Dexter Wellness Center		Becky Murillo
Dexter Area Chamber of Commerce	1/14/2015	8:15 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Donna Fisher
Dexter Area Fire Board	1/15/2015	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Shawn Keough/Jim Carson
Dexter Downtown Development Authority	1/15/2015	7:30 a.m.	Senior Center	http://www.dextermi.gov	Shawn Keough
Healthy Community Steering Committee	1/15/2015	9:00 a.m.	Chelsea Hospital - White Oak Room		Julie Knight
Chelsea Area Planning Team/Dexter Area Regional Team	1/19/2015	7:00 p.m.	Scio Township Hall	http://www.ewashtenaw.org/	Jim Carson
City Road Committee	1/20/2015	6:00 a.m.	City DPW	http://www.dextermi.gov	
Dexter City Parks Commission	1/20/2015	7:00 p.m.	City Offices	http://www.dextermi.gov	Julie Knight
Dexter City Zoning Board of Appeals - if needed	1/20/2015	7:00 p.m.	Senior Center	http://www.dextermi.gov	Jim Carson
Washtenaw Area Transportation Study-Policy	1/21/2015	9:30 a.m.	Scio Township Hall	http://www.miwats.org/	Jim Carson
Huron River Watershed Council	1/22/2015	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	http://www.hrwc.org/	Paul Cousins
Dexter Community Schools Board of Education	1/26/2015	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter City Council	1/26/2015	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Western Washtenaw Area Value Express	1/27/2015	8:15 a.m.	Chelsea Community Hospital	http://www.ridethewavebus.org/	Jim Carson

PAGE LEFT INTENTIONALLY BLANK



CARLISLE

WORTMAN

associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

December 2014

Courtney Nicholls City Manager
The City of Dexter
8140 Main Street
Dexter, MI 48130

Dear Courtney,

As we have completed our twenty-eighth year of business, we are appreciative of the many fine communities we represent. We have been able to grow and prosper because of your support.

In 1997, we started a program of donating to local charities in place of sending holiday greetings to each of our clients. In a small way, we have tried to give something back to the communities we represent. Since we started this holiday program, we have distributed thousands of dollars to charities in Southeast Michigan.

This year, we realize there are still many people who have not benefitted from an improving economy. Therefore, we are focusing our contributions to the charities on the attached list that focus on these vital and important causes.

Best wishes to you for a healthy and happy holiday season.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.
Richard K. Carlisle, AICP, PCP
President

CARLISLE/WORTMAN ASSOCIATES, INC.
R. Donald Wortman, RLA, PCP, AICP
Vice-President

CARLISLE/WORTMAN ASSOCIATES, INC.
Douglas J. Lewan, AICP, PCP
Principal

CARLISLE/WORTMAN ASSOCIATES, INC.
John L. Enos, AICP
Principal



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

Gleaners Food Bank of Southeastern Michigan - For more than 35 years, Gleaners has been "nourishing communities by feeding hungry people." Last year, Gleaners distributed an astounding 41 million pounds of food to over 550 partner soup kitchens, shelters and pantries.

<http://www.gcfb.org>

Habitat for Humanity - Oakland County - Our Vision: A world where everyone has a decent place to live. Our Mission: Seeking to put God's love into action. Habitat for Humanity brings people together to build homes, communities and hope.

www.habitatoakland.org

Rotary Club of Ann Arbor - An organization of business and professional persons united worldwide, who provide humanitarian service, encourage high ethical standards in all vocations and help build goodwill and peace in the world. The Rotary Motto is "Service above Self" and "He profits most who serves best".

www.annarborrotary.org

Detroit Police Athletic League (PAL) - Detroit PAL is a non-profit organization positively impacting the lives of more than 11,000 children each year. With roots dating back to 1969, our group works to create safe and supportive places for kids to play. We also train and certify more than 1,500 volunteers each year to become encouraging coaches and mentors to the city's youth. In partnership with the Detroit Police Department and community volunteers, Detroit PAL builds character in young people through athletic, academic and leadership development programs.

www.detroitpal.org

Shelter Association of Washtenaw - The mission of the Shelter Association is to end homelessness, one person at a time. The Association offers a variety of services to those experiencing homelessness at the Delonis Center.

www.annarborshelter.org

December 20, 2014

Courtney Nicholls
Village of Dexter
8140 Main St.
Dexter, MI 48130

Courtney,

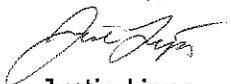
On behalf of the Michigan Recreation and Park Association and the MRPA Awards Committee, congratulations! The Mill Creek Park Project has been selected as a Landscape Design winner this year. Your award will be presented at the 2015 MRPA Annual Conference and Trade Show in Lansing.

The formal award presentation is scheduled for Thursday, February 12 at 8:00a.m. during the All Conference Breakfast in the Ballroom (1-4) at the Lansing Center. We ask that you send at least one representative to accept the award. There will be time for a group photo with other members of your agency immediately following your presentation. Unfortunately, our schedule does not allow time for acceptance speeches.

It is important to us that we notify the local elected officials in your area of your honor. Please send a list of local contacts and addresses to the MRPA office before January 23, 2015.

We want this experience to be unforgettable for you and your guests. If you need more information or assistance, please contact me at the MRPA office at any time. We applaud your commitment to recreation and park services and are proud to honor your accomplishments. Enjoy every minute!

Sincerely,



Justin Lippe
MRPA Program Manager

PAGE LEFT INTENTIONALLY BLANK



December 2014

Agenda: 1/12/15

Item: H-5

Dexter

7931 Grand Street

Dexter, MI 48130

734-426-7002

Wednesdays: 12-7pm

Chelsea

603 S. Main Street

Chelsea, MI 48118

734-475-3305

M, T, Th, F: 9am-4pm

W: 9am-7pm

A community funded faith based resource center serving Dexter and Chelsea.

Ending Hunger One Step at a Time

On the first Sunday of every October, teams of walkers from local churches and service groups, with pledge envelopes in hand, join for a group walk for Church World Service, with the motto "We walk because they walk". The goal is to raise funds to alleviate hunger both here in Dexter and Chelsea and around the world.

Every CROP Hunger Walk event includes education about current projects that are improving the lives of people who struggle to feed, clothe and house themselves, and walkers will tell you that the physical experience of walking and talking with people across the age and denominational spectrum is inspiring.

"These are congregations and groups that support Faith In Action

all year long", says Nancy Paul, director of FIA. "Both Dexter and Chelsea residents are supported through Faith in Action and CROP brings us all together."

Looking for a way to teach and practice service? Encourage your congregation to participate, and bring the family and friends to next year's CROP Walk! The date will be October 4. ■



The Dexter United Methodist Church Praise Band provides a send off.



The St. Barnabas Episcopal Church team braving the weather.

In This Issue ▶

2 Affordable Care Act

2 What FIA can do for You

3 President's Letter

4 How Do I Help?

To learn more about FIA see our website www.faithinaction1.org or visit us on Facebook!



Walkers from North Lake United Methodist Church pretend to need a ride.



Taking a refreshment break at First Congregational Church.



Rosy cheeked boys have snacks at the end of the long walk.

Chelsea Grace Clinic and the Affordable Care Act

Since the Affordable Care Act was enacted, Faith In Action's Grace Clinic has seen a drastic drop in the number of people needing medical attention at the free clinic. This has allowed us to use the monies allocated for the clinic to be spent on dental needs, an area of unmet need that everyone knows can be quite expensive.

Before the ACA was enacted, estimates were that 40,000 people in Washtenaw County did not

have health coverage. In the past year, over 10,000 Washtenaw County residents enrolled in Marketplace plans and another 11,000 enrolled in the Healthy Michigan Plan, the Medicaid expansion.

Nationally, over 15 million folks who didn't have health insurance are now covered, bringing down the total number of uninsured adults in the US from 18% to 13.4%. About 2.6 million young people under 26 are now able to enroll on their parents' plan, making the

number of uninsured young adults drop from 28% to 18%. In states that expanded Medicaid, the uninsured rate for people in poverty fell from 28% to 17%. Health care price inflation is now at its lowest level in 50 years.

Faith In Action hopes that the people of Dexter and Chelsea will continue to support the Grace Clinic as it changes to meet the evolving health care needs of our community. ■

We Can Help ...



Whether it's been a layoff, a sickness, a tornado, food insecurity or any other of life's emergencies, Faith In Action is there to help navigate the way to self-sufficiency, in a confidential atmosphere of compassion and dignity.

From the Board President



**Julie Frost, President
Faith In Action**

On behalf of the Board of Directors our deepest gratitude goes to each and every volunteer, every donor

and type of donation, and the FIA staff for their "hearts of service". All this kindness, expertise, and faith provides essential services for people in need of stability in our Chelsea and Dexter communities.

As a Board we are always learning about new ways to support our recipients and increasing the depth and breadth of our services. This past year started out with education on the Affordable Care Act, which has provided many people with

insurance that did not have it. This in turn has decreased the number of requests we receive for the free Chelsea Grace Clinic, allowing us to focus on dental care, partnering with Washtenaw County Dental Clinic opening in 2015.

We initiated a Strategic Planning group to focus and project our goals into the future, have begun researching a permanent location for the food pantry in Dexter, and started an endowment fund through the Community Foundation of Southeast Michigan. All these are exercises to ensure this exceptional organization will continue to be a "safety net" in our communities well into the future.

We all have something to give and share. When I say all, I mean individuals, businesses, community

and service organizations, students in our schools, churches and United Way. I wish I could list every donation and its source as you would be amazed at the ways in which it all comes together to support FIA. The number of individuals and families served each month continues to increase. All the services cannot be provided without your support. Thank you for your continued contributions and please tell your family, friends and neighbors about the work of FIA. The more we all help, the stronger we all are. ■

Julie F. Frost

Julie Frost
Board President

2014 Spring Benefit Banquet and Auction



▲ Travis and Peggy Otto

Venessa Vandecar from the Thompson Shore table won the Hawaii Trip Raffle. ▶



▲ Audrey Schmidt and Dawn Williams



▲ Humanitarian of the Year Patty McCarthy with friends from the Wasilewski family.



▶ Jack Frost and Robin Meloche



603 S. Main Street
Chelsea, MI 48118

7931 Grand Street
Dexter, MI 48130

NON-PROFIT ORG
ECRWSS
U.S. POSTAGE
PAID
PERMIT #229
ANN ARBOR, MI

Occupant/Resident

BOARD OF TRUSTEES

Julie Frost
President

Lynn Fox
Vice President

Marge Mastie
Secretary

Gina Paulsen
Treasurer

Jeff Alber

Ingrid Charlson

Cathy Crocker

Cindy Glahn

Tom Macaulay

Lori Minnick

Amy Murphy

Lisa Nickel

Juli Ripberger

How Do I Help?

Please consider a gift to Faith In Action

Using your envelope saves mailing costs — funds we can use for FIA programs.

Please clip and mail the donation form below to: **FIA, 603 S. Main St., Chelsea, MI 48118**



**Yes! I'd like to
put my faith into
action and help
my neighbors!**

To donate online visit:
www.faihinaction1.org



_____ Name

_____ Street Address City State Zip

We/I would like to support Faith In Action with a tax-deductible gift of:

\$_____ Check enclosed is **payable to FIA.**

\$_____ Please charge my credit card: Visa MasterCard Discover

_____ Account Number Expiration Date Security Code

_____ Signature

My gift is in Memory of Honor of _____ Name

Please send notification of my gift to: _____ Name

_____ Street Address City State Zip

Public Services Department

8140 Main Street Dexter, MI 48130-1092

dschlaff@dextermi.gov

Phone (734)426-4572

MEMO

To: Mayor Keough and Council
From: Dan Schlaff, Public Services Superintendent
Date: January 7, 2015
Re: Utility & DPW Progress Reports

Provided for Council's review are Utility & DPW Progress Reports for the weeks of:

12/15/2014 to 12/19/2014

12/22/2014 to 12/26/2014

12/29/2014 to 1/4/2015

Please contact me, if you have any questions.

utilities progress reports	12/15/2014	12/21/2014	7/Days			
sewer maintenance	1					
liftstations, Reads, Floats	4					
Hosing WWTP	1					
backwash filter building	3					
arsenic samples	1					
Morning Rounds WTP	5					
Morning Rounds WWTP	5					
Activated sludge settling test	2					
Maintenance generators	8	Filter plant, Well 5, Ryan dr, WWTP. Huron LS, Westridge LS, Industrial park LS, Dex Cross LS.				
CIP	3					
Weekend Operation & Lab	2					
Flushed primary scum beaches	2					
Filled oiler, greased screw pumps	4					
Unplugged ras pump	2					
Clear bar screen	2					
Picked up trash Ryan dr park	1					
Pumped scum pit WWTP	2					
Open iron pond drain	2					
Quarterly water meter reading	2	1 day.				
BSA training	5	2-days.				
Activated sludge samples	4					
Sludge judge clarifiers	7					

utilities progress reports	12/15/2014	12/21/2014	7/Days			
Alternate outdoor, indoor screw pumps	3					
Cleaned lab	1					
samples	7					
P.R.V maintenance	2					
Equipment inventory	3					
DO reads activated sludge tank	7					
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.					
	1	Daily grab lab:				
	2	PH		7-Days Per Week		
	3	Iron		7-Days Per Week		
	4	Flouride		7-Days Per Week		
	5	Orthoposphate		7-Days Per Week		
	6	Free Chlorine		7-Days Per Week		
		WEEKLY LAB				
	1	Raw Flouride		One Per Week		
	2	Arsenic		One Per Week		
	3	Raw iron Ryan drive wells		One Per Week		
		WEEKLY NPDES WFP				
	1	PH		One Per Week		
	2	Iron		One Per Week		
	3	Suspended solids		One Per Week		
		DRINKING WATER REPORTING				
	1	Data entry for MORs				
				State Every Month.		
		DRINKING WATER OTHER:				
	1	Montly bacteriological testing				
WASTE WATER DUTY SHEETS	WASTE WATER LAB 7 DAYS PER WEEK.					
	1	Daily grab lab		7-Days Per Week		
	2	PH		7-Days Per Week		
	3	Temp		7-Days Per Week		
	4	DO		7-Days Per Week		

utilities progress reports	12/15/2014	12/21/2014	7/Days			
5	Fecal Coliform		7-Days Per Week			
6	Total Chlorine		7-Days Per Week			
7	Settlabilty		7-Days Per Week			
8	MSSS AT RAS		7-Days Per Week			
9	Wasting rates		7-Days Per Week			
	Daily Composite Lab:					
1	Dates:		12/15/2014	12/21/2014		
2	BOD		7-Days Per Week			
3	Suspended Solids		7-Days Per Week			
4	Phosphorous		7-Days Per Week			
5	Ammonia		7-Days Per Week			
	Sludge Lab:					
1	PH		7-Days Per Week			
2	Total Solids %		7-Days Per Week			
3	Alkalinity		7-Days Per Week			
	Paragon Sampling:					
1	Copper		1-Day Per Week			
2						
	WASTE WATER REPORTING:					
1	EDMR Submitted		State Every Month.			
	QA/QC:					
1	Log Sheets		One Per Week			
	ORDER SUPPLIES:					
1	NCL, Iron reagents, Sterilization srips.					
2						
	ORDER CHEMICALS:					
1						
2						
	IPP:					
1	Alpha Metal					
2	Reports					
3	Other	Delivered new permit.				
	IPP:					
1	NUBC					
2	Reports	Received report.				
3	Other:					

utilities progress reports	12/22/2014	12/28/2014	7/Days		
sewer maintenance	2				
water maintenance	1				
liftstations, Reads, Floats	4				
Hosing WWTP	1				
arsenic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Activated sludge settling test	2				
Weekend Operation & Lab	2				
Flushed primary scum beaches	2				
Chem Cleaned sand filters	1 #2				
Filled oiler, greased screw pumps	4				
Clear bar screen	2				
TAVA sample	1				
Pumped scum pit WWTP	2				
Open iron pond drain	2				
Maintenance blower #3	2				
Activated sludge samples	4				
Sludge judge clarifiers	7				
Alternate outdoor, indoor screw pumps	3				
Cleaned lab	2				
Primary clarifier sludge samples	7				

utilities progress reports	12/22/2014	12/28/2014	7/Days		
Bio Tech hauled sludge	2	2 -days.			
Equipment inventory	3				
DO reads activated sludge tank	7				
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.				
	1	Daily grab lab:			
	2	PH		7-Days Per Week	
	3	Iron		7-Days Per Week	
	4	Flouride		7-Days Per Week	
	5	Orthoposphate		7-Days Per Week	
	6	Free Chlorine		7-Days Per Week	
		WEEKLY LAB			
	1	Raw Flouride		One Per Week	
	2	Arsenic		One Per Week	
	3	Raw iron Ryan drive wells		One Per Week	
		WEEKLY NPDES WFP			
	1	PH		One Per Week	
	2	Iron		One Per Week	
	3	Suspended solids		One Per Week	
		DRINKING WATER REPORTING			
	1	Data entry for MORs			
				State Every Month.	
		DRINKING WATER OTHER:			
	1	Montly bacteriological testing			
WASTE WATER DUTY SHEETS	WASTE WATER LAB 7 DAYS PER WEEK.				
	1	Daily grab lab		7-Days Per Week	
	2	PH		7-Days Per Week	
	3	Temp		7-Days Per Week	
	4	DO		7-Days Per Week	
	5	Fecal Coliform		7-Days Per Week	
	6	Total Chlorine		7-Days Per Week	
	7	Settlabilty		7-Days Per Week	
	8	MSSS AT RAS		7-Days Per Week	
	9	Wasting rates		7-Days Per Week	

utilities progress reports		12/22/2014	12/28/2014	7/Days		
	Daily Composite Lab:					
1	Dates:			12/22/2014	12/28/2014	
2	BOD			7-Days Per Week		
3	Suspended Solids			7-Days Per Week		
4	Phosphorous			7-Days Per Week		
5	Ammonia			7-Days Per Week		
	Sludge Lab:					
1	PH			7-Days Per Week		
2	Total Solids %			7-Days Per Week		
3	Alkalinity			7-Days Per Week		
	Paragon Sampling:					
1	Copper			1-Day Per Week		
2						
	WASTE WATER REPORTING:					
1	EDMR Submitted			State Every Month.		
	QA/QC:					
1	Log Sheets			One Per Week		
	ORDER SUPPLIES:					
1						
2						
	ORDER CHEMICALS:					
1						
2						
	IPP:					
1	Alpha Metal					
2	Reports					
3	Other					
	IPP:					
1	NUBC					
2	Reports					
3	Other:					
	Miscellenous:					
1	Finished paper work from lab.					
2	Helped Bob with work orders.					
3	Computer maintenance.					

utilities progress reports	12/22/2014	12/28/2014	7/Days		
4	Worked on positive response miss dig.				
5	Updated yearly totals water/wastewater.				
6	Updated forms electric 5 th well.				
7	Worked on yearly WFT reports.				
8					
9					
10					
	Total Work Orders		232		

utilities progress reports	12/29/2014	1/4/2015	7/Days		
sewer maintenance	2				
water maintenance	1				
liftstations, Reads, Floats	4				
Painting chem room WWTP	4				
arsenic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Activated sludge settling test	3				
Maintenance flame arrester	2	Iced up.			
Weekend Operation & Lab	2				
Flushed primary scum beaches	2				
Chem Cleaned sand filters	1	#1			
Unplugged ras pump	2				
Clear bar screen	1				
Grease insp forms	2				
Mixing primary digester for TAVA sample	2				
Pumped scum pit WWTP	2				
Open iron pond drain	2				
Maintenance blower #3	2				
Maintenance RAS pumps	2				
Activated sludge samples	4				
Sludge judge clarifiers	7				

utilities progress reports	12/29/2014	1/4/2015	7/Days		
Alternate outdoor, indoor screw pumps	3				
Cleaned lab	2				
Primary clarifier sludge samples	7				
Equipment inventory	1				
Cleaned digester room	2				
DO reads activated sludge tank	7				
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.				
1	Daily grab lab:				
2	PH		7-Days Per Week		
3	Iron		7-Days Per Week		
4	Flouride		7-Days Per Week		
5	Orthoposphate		7-Days Per Week		
6	Free Chlorine		7-Days Per Week		
	WEEKLY LAB				
1	Raw Flouride			One Per Week	
2	Arsenic			One Per Week	
3	Raw iron Ryan drive wells			One Per Week	
	WEEKLY NPDES WFP				
1	PH		One Per Week		
2	Iron		One Per Week		
3	Suspended solids		One Per Week		
	DRINKING WATER REPORTING				
1	Data entry for MORs				
			State Every Month.		
	DRINKING WATER OTHER:				
1	Montly bacteriological testing				
WASTE WATER DUTY SHEETS	WASTE WATER LAB 7 DAYS PER WEEK.				
1	Daily grab lab		7-Days Per Week		
2	PH		7-Days Per Week		

utilities progress reports		12/29/2014	1/4/2015	7/Days		
3	Temp			7-Days Per Week		
4	DO			7-Days Per Week		
5	Fecal Coliform			7-Days Per Week		
6	Total Chlorine			7-Days Per Week		
7	Settlabilty			7-Days Per Week		
8	MSSS AT RAS			7-Days Per Week		
9	Wasting rates			7-Days Per Week		
	Daily Composite Lab:					
1	Dates:			12/29/2014	1/4/2015	
2	BOD			7-Days Per Week		
3	Suspended Solids			7-Days Per Week		
4	Phosphorous			7-Days Per Week		
5	Ammonia			7-Days Per Week		
	Sludge Lab:					
1	PH			7-Days Per Week		
2	Total Solids %			7-Days Per Week		
3	Alkalinity			7-Days Per Week		
	Paragon Sampling:					
1	Copper			1-Day Per Week		
2						
	WASTE WATER REPORTING:					
1	EDMR Submitted			State Every Month.		
	QA/QC:					
1	Log Sheets			One Per Week		
	ORDER SUPPLIES:					
1						
2						
	ORDER CHEMICALS:					
1						
2						
	IPP:					
1	Alpha Metal					
2	Reports					
3	Other					
	IPP:					
1	NUBC					

utilities progress reports	12/29/2014	1/4/2015	7/Days		
2	Reports	Sent reminder about progress report.			
3	Other:				
	Miscellaneous:				
1	Worked on reports.				
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total Work Orders		236		

DPW Progress Report	12/15/2014	12/19/2014	5-Days		
Patch Roads	2	3 hours.			
Ice rink	3	6 hours.			
Salted WTP, Well, 5 TH well	1	1 hour.			
Salted streets	1	20.5 hours.			
Street Sweeping	1	5.5 hours.			
Christmas decoration	4	20 hours.			
BSA	3	12 hours.			
Miss Diggs	8	6.5 hours.			
Holiday Hustle	2	3 hours.			
Final water reads/ beginning	5	3 hours.			
Maintenace GMC Truck	2	9 hours.			
Worked on sterling truck	2	3 hours.			
New water meters	2	2 hours.			
New MXU's, wire	2	1 hour. Morning Star child care.			
Filled CL2 5 TH well	2	1 hour.			
Maintenance 1 ton truck	2	3.5 hours.			
Clean Office, Break Room	1	2 hour.			
Maintenance CL2 lines	2	Flushed line, Cleaned injector.			
		2 hours.			
Cleaned work area	2	2 hours.			
Worked on alley's	1	Graded alleys. 6 hours.			
Back washed filters WTP	1	2 hours.			

DPW Progress Report	12/15/2014	12/19/2014	5-Days		
Pre-inspection 1 ton trucks	1	30 min			
Pre-inspection GMC truck	1	30 min			
Pre-inspection International truck		30 min			
Pre-inspection Case backhoe	1	30 min			
Pre-inspection Bobcat	1	30 min			
Bucket truck Inspection	1	30 min			
Cleaned van	1	4.5 hours.			
Ordered new broom	1	30 min.			
Ordered blades bobcat	1	30 min.			
Bills payroll	1	1 hours.			
NUBCO water read	2	Meter # 71756943 read.		4276	
		Meter # 71307627 read.		106	1 hour.
Barracades	2	2 hours.			
5 TH well	1	27' 4"	1 hour.		
Cross connection inspection	2	1 hour Berry & Assicate.			
		1 hour Oxford.			
Checked, clean storm drains	2	4 hours.			
Trash down town	1	6 hours.			
Morning reads WTP	2	15 hours.			
Cleaned up stumps	1	3.5 hours.			
Total Work Hours in the Week	173				
Total Hours Accounted For	155				
Total work orders	71				

DPW Progress Report	12/22/2014	12/26/2014	5-Days		
Ice rink	3	11 hours.			
Miss Diggs	9	4.5 hours.			
Final water reads/ beginning	2	30 min.			
Worked on sterling truck	1	2.5 hours.			
Filled poly 5 TH well	2	1 hour.			
Bobcat maintenance	2	2 hours.			
Clean Office, Break Room	2	2 hours.			
Street committee meeting	2	2.5 hours.			
Maintenance CL2 lines	2	1.5 hours.			
Cleaned work area	2	2 hours.			
Back washed filters WTP	2	3 hours.			
Pre-inspection bucket truck		30 min			
Pre-inspection 1 ton trucks	1	30 min			
Pre-inspection GMC truck		30 min			
Pre-inspection International truck	1	30 min			
Pre-inspection front end loader	1	30 min			
Pre-inspection Case backhoe	1	30 min			
Pre-inspection Bobcat	1	30 min			
Bucket truck Inspection	1	30 min			
Bills payroll	1	1 hours.			
Washed pick up truck	1	1 hour.			

DPW Progress Report	12/22/2014	12/26/2014	5-Days		
Washed 1 ton truck	1	1 hour.			
Quarterly water meter reading	2	14 hours.			
NUBCO water read	2	Meter # 71756943 read.		4306	
		Meter # 71307627 read.		108	1 hour.
Barracades	2	2 hours.			
5 TH well	1	28' 3"	1 hour.		
Cross connection inspection	4	3 hours.			
Power washed equipment	1	2 hours.			
Trash down town	1	6 hours.			
Morning reads WTP	2	15 hours.			
Moved boxes from office	2	2 hours.			
Total Work Hours in the Week	105				
Total Hours Accounted For	79.5				
Total work orders	55				

DPW Progress Report	12/29/2014	1/4/2015	5-Days		
Patch Roads	2	7 hours.			
Xmas trees	2	10 hours.			
Miss Diggs	4	2.5 hours.			
Repair sign	2	1 hour.			
Replace batteries MXU'S	1	1.5 hours.			
Final water reads/ beginning	2	1 hour.			
Maintenace GMC Truck	1	5 hors.			
Turned water on/off	1	3241 Eastridge. 1 hour.			
Worked on sterling truck	1	5 hours.			
New water meters	1	1 hour.			
Maintenance International					
Dump Truck	2	10 hours.			
Maintenance 1 ton truck	2	6 hours.			
Clean Office, Break Room	2	2 hours.			
Maintenance CL2 lines	2	2 hours.			
Cleaned work area	1	3 hours.			
Back washed filters WTP	2	4 hours. 55,000 gal.			
Filled chlorine tank WTP	2	2 hours.			
Pre-inspection bucket truck		30 min			
Pre-inspection 1 ton trucks	1	30 min			
Pre-inspection GMC truck	1	30 min			
Pre-inspection International		30 min			

DPW Progress Report	12/29/2014	1/4/2015	5-Days		
truck					
Pre-inspection front end loader	1	30 min			
Pre-inspection Case backhoe		30 min			
Pre-inspection Bobcat	1	30 min			
Bucket truck Inspection	1	30 min			
Bills payroll	1	1 hours.			
New tire pick up truck	1	1 hour. New bumper 2.5 hours.			
Quarterly water meter reading	2	22 hours.			
NUBCO water read	2	Meter # 71756943 read.		4333	
		Meter # 71307627 read.		110	1 hour.
5 TH well	1	28' 3"	1 hour.		
Cross connection inspection	1	30 min.			
Power washed equipment	2	2.5 hours.			
Trash down town	1	6 hours.			
Morning reads WTP	1	7.5 hours.			
Maintenance Kubota	1	4 hours.			
Total Work Hours in the Week	126				
Total Hours Accounted For	114				
Total work orders	47				

PAGE LEFT INTENTIONALLY BLANK



OFFICE OF COMMUNITY DEVELOPMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Mayor Keough and Councilmembers
Courtney Nicholls, City Manager

From: Michelle Aniol, Community Development Manager

Re: Report for January 12, 2015 City Council Meeting

Date: January 7, 2015

Planning Commission Update

- CWA addressed the Planning Commission on its meeting on Monday, January 5th to explain the MEDC technical assistance grant opportunity and discuss other potential amendments to the zoning ordinance. As you will recall, the MEDC has contracted with CWA to provide technical assistance to participants in the Redevelopment Ready Communities (RRC) program. The Planning Commission welcomed the opportunity to complete additional amendments that have been on the commission’s list for some time and asked CWA to provide a modified proposal to be considered at its February 2nd meeting. The additional amendments identified as priority items including, landscaping, tree replacement, lighting, and planned unit development regulations.
- The Planning Commission considered the county’s proposed B-2-B signage through the downtown and voted unanimously to recommend approval to City Council. This item will be on Council’s January 26th agenda.
- The Planning Commission reviewed and discussed proposed updates/changes to the capital improvements plan (CIP). The full draft plan will be prepared for PC review at its meeting in February, in order to schedule the public hearing for its meeting in March.

Business Update

- The property at 3441 Broad Street (pictured below) has been sold. The new owner contacted Staff regarding the possibility of redeveloping the property. The new owner desires to demolish the existing structure and then construct a European style café initially, with an expansion to a full-service restaurant in the future. The property is zoned VR Village Residential and a restaurant (i.e. café) without drive thru facilities is permitted as a special land use in the VR District. A proposal of this nature would require full site plan review by the Planning Commission and final action by City Council.



- The 139 acres of vacant land adjacent to the southern boundary of the City (pictured below) was recently put up for sale. Staff discovered this after receiving calls from a developer and an appraiser inquiring about utilities to serve a potential "intense residential development." These inquiries surprised staff, since it was common knowledge that Scio Township was actively trying to purchase the property through its land conservation program. A call to the listing agent confirmed that the property owner had decided to put the property on the open market after deciding not to accept the Township's purchase offer.



- Staff received a couple of calls from customers of Huron Camera (8060 Main Street) following the businesses closing last week. A follow-up with the Washtenaw County Sheriff's office, after hearing rumors that the Sheriff's office was seen taking "stuff out" last week confirmed that the closing resulted from a civil court case and provided contact information for any future callers.
- Adair Printing has listed its property at 7850 Second Street for sale. Staff had a brief conversation with the owner before the holidays and was told the company was not sure if it would sell or just lease a portion of the building/property, but the building was larger than the company needed. Council will recall it grant approval of a request to establish an Industrial Development District (IDD) for this property last summer. Having the IDD in place could be a tool to encourage new business investment at this site. The reason for this is, in order to be eligible for tax relief on existing real property; a business would need to make significant investment either through the construction of an addition or significant **permanent** improvements to the existing building.

Miscellaneous Updates

- Staff received good news from DTE regarding the Dexter Sub-Station on Broad Street. According to the Supervising Engineering, he and his team had a great review session. He is waiting for Director sign-off on the overall strategy to eventually decommission the substation. We should know more by Council's next meeting.

RRC Updates

- The date of the final presentation of the RRSites Study report, by UM Professor Peter Allen and his students, has been scheduled for Tuesday, January 13, 2015 from 7:00 -8:30 pm at the Dexter District Library.

Professor Allen must submit this report to MEDC before the end of January 2015, so having a date in the middle of the month will give him and his student time to make any final adjustments, edits, etc., before the deadline. A copy of the report was emailed to all Council, Planning Commission, and DDA board members to give officials an opportunity to review and submit questions/comment, in advance of the meeting. If you haven't already, please let me know if you are planning to attend. I need to determine the final count by January 9, 2015.

- Staff met with MEDC representatives to review and discuss MEDC Technical Assistance programs in conjunction with the RRC Evaluation. During our meeting we identified two steps that need to be completed before sending out an RFP to select a developer for the 3045 Broad Street project:
 1. Target Market Analysis. The TMA will provide valuable information to assist the City in the development of policies and the developer RFP in terms of appropriate housing product types, their marketability, absorption, and the price point per square foot that make different product types financially viable in Dexter. Anticipate completion in April 2015.
 2. Property Information Packet. Prepare a property redevelopment information packet that identifies and prioritizes a list of redevelopment sites, such as 3045 Broad Street and articulates the community's vision, provides background information, and available resources/incentives. This step could be completed before the TMA is finalized, and then revised accordingly.

Following completion for the TMA and Property Information Packet, we should be ready to prepare and distribute an RFP. NOTE: The MEDC and Professor Allen have offered to help us with the RFP process and a developer networking forum. I have asked both to submit a written proposal that I can review and report on to Council and the DDA. Each would need to identify the scope of services being offered, details regarding joint listing services/arrangements and any costs to be incurred by the City.

Planning and Zoning Essentials Workshop

On February 26, 2015, the Michigan Association of Planning (MAP) is offering Planning and Zoning Essentials training in Ann Arbor at the Washtenaw County building on Zeeb Road. The P&Z Essentials program is ideal for new planning commissioners and ZBA members, as well as for the more experienced officials, looking to refresh skills and build upon existing knowledge. The following topics are covered:

- Roles and responsibilities
- Site plan review
- Comprehensive planning
- Zoning ordinances
- Variances, and how to determine practical difficulty, and
- Standards for decision-making.

You have the option of attending the full program from 4-9 pm, attend the Planning Commission session from 4-7:30 pm or attend the Zoning Board of Appeals session from 6-9 pm.

P&Z Essentials Workshops are also being offered in Mt. Pleasant (January 14, 2015) and Kalamazoo (February 4, 2015).

If you would like to attend the training, please let me know and I will get you registered.

PAGE LEFT INTENTIONALLY BLANK

CITY OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council
From: Mayor Keough and Council Member Carson
Date: January 7, 2015
Re: Dexter Area Fire Department Update

Attached for Council's review is the draft job description for the position of Fire Chief. The Dexter Area Fire Department (DAFD) Board will be reviewing the document at their January 22, 2015 meeting. Please let us know if you have any feedback on the description so that we can be prepared to share it at the DAFD meeting.

Dexter Area Fire Department

8140 Main St.
Dexter, MI 48130
734-426-4500
www.dexterareafire.org

Position Description for Fire Chief

General:

The Chief of the Dexter Area Fire Department (DAFD) must project a positive image of the Department and the participating municipalities; ensure success of the Fire Department and its personnel; and effectively interact with the Community.

The Fire Chief is the Executive Officer of the Fire Department and is responsible for the planning, organization, directing, managing, evaluating and overall administration of the Fire Department.

The Fire Chief is an “at will” employee, is FLSA Exempt, and serves at the pleasure of the Dexter Area Fire Department Board.

The Fire Chief is responsible for all Department personnel (full-time and paid on-call), equipment, apparatus and buildings associated with the Department.

Supervision Received and Exercised:

The Fire Chief receives administrative direction from the Dexter Area Fire Department Board. The Fire Chief supervises all aspects of the Fire Department and performs all duties as necessary.

Essential Functions:

- Leads, manages and directs programs, services, activities and personnel of the Department.
- Responds to Major Incidents and uses the Incident Command System to direct all incidents.
- Prioritizes financial objectives to meet current Department needs.
- Provides planning for future growth of the Department, making recommendations for needed personnel, equipment and facilities.
- Prepares and monitors the Department budget and makes recommendations to the Board for budget adoption and amendment, as necessary.
- Oversees the development, implementation and maintenance of programs for prevention and suppression of fire, preservation of life and property, fire investigation, emergency medical activities and enforcement of fire codes and ordinances.
- Ensures compliance with SARA provisions and any other existing and future Federal or State mandates regarding hazardous materials.
- Establishes and administers policies, rules and guidelines for the effective, efficient operation of Department functions and personnel.
- Checks daily activities and attendance of Department personnel, all reports from staff, and repair orders for fire apparatus, authorizing repairs when necessary and in accordance with Department policy and budget, and direction from the DAFD Board.
- Recommends and oversees promotional processes.
- Enforces disciplinary actions and keeps the DAFD Board informed on pending disciplinary matters.
- Establishes, within Department policy and consistent with the collective bargaining agreement, appropriate service and staffing levels.
- Leads, motivates, evaluates and improves performance; and ensures continual development of personnel.

- Complies with rules, policies, and procedures as set by the Department and DAFD Board.
- Prepares communications, directives, standing plans, reports and makes oral presentations.
- Operates the Department in a cost effective and sustainable manner.
- Maintains proper required report documentation.
- Assures functionality with other public service and governmental agencies.
- Participates in professional meetings, conferences and other gatherings that benefit the overall well-being of the Department.
- Has awareness of legislative activities which affect the fire and emergency services.
- Remains current with best practices of the fire service.
- Coordinates and activates the Emergency Disaster Plan within the DAFD service area when needed.
- Responds to inquiries, requests for assistance, concerns or complaints, regarding fire service and safety matters.
- Conducts and attends various staff meetings as required.
- Serves as the Department Freedom Of Information officer.

Required Knowledge, Skills and Abilities:

The Fire Chief must possess a high degree of administrative and organizational ability, in addition to the following:

- Knowledge of the principles, practices, methods and equipment employed in modern firefighting, emergency medical, rescue, hazardous materials and specialized rescue.
- Knowledge of fire prevention and hazard mitigation techniques.
- Knowledge of pertinent federal, state and local laws, regulations, codes and ordinances.
- Knowledge of reporting methods and record keeping pertinent to a modern fire department.
- Knowledge of National Incident Management System (NIMS), Incident Command System (ICS) and Unified Command System.
- Knowledge of strategic planning for the Department including financial and capital improvement programs and budgeting.
- Knowledge of confined space operational requirements and training.
- Knowledge of Mutual aid, Automatic aid and Dual Response.
- Knowledge of modern office practices and technology including the use of computers and office programs.
- Knowledge of proper English usage, spelling, grammar and punctuation.
- Knowledge of labor negotiations and collective bargaining practices.
- Knowledge of safe work practices.
- Knowledge of public and community relations.
- Knowledge of Michigan Freedom Of Information Act (FOIA).
- Thorough working knowledge of software, such as MS Office Suite; Firehouse; Quickbooks; etc.
- Ability to direct, lead and coordinate a multidisciplinary staff.
- Ability to lead and command effectively in emergency situations that are often stressful and dangerous.
- Ability to exercise sound judgment in making decisions.
- Ability to establish relationships and work with elected and appointed officials, employees and the public.

- Ability to provide appropriate instruction to firefighting, rescue and medical personnel in both lecture and practical settings including evaluation.
- Ability to develop and implement policies and procedures.
- Ability to analyze and identify problems and determine appropriate solutions.
- Ability to apply knowledge of the streets, water systems and building complexes in the service area during incident situations.
- Ability to meet physical requirements of job.

Education and Training:

- Graduation from an accredited college or university with an Associate Degree in Fire Science, Business Administration or equivalent, as a minimum, Bachelor's Degree preferred.
- Graduate of Eastern Michigan's Staff and Command, NFPA Executive Fire Officer Program or equivalent.
- Demonstrated professional fire service experience with at least 5 years in a supervisory position.
- Valid Driver/Operator License with acceptable driving record and ability to obtain Michigan Operators license.
- MFFTC Drivers Training Certification.
- Current Michigan Emergency Medical Technician License (EMT).
- Valid Professional BLS/CPR Certification.
- Completion of upper level NIMS/FEMA courses.
- Other combinations of experience and qualifications may be considered.

Essential Requirements:

- Successfully complete a Department physical examination including drug screen and pulmonary function test.
- Psychological examination as required by DAFD Board.
- Physical agility, strength and endurance testing as required by DAFD Board.
- Other testing as may be required by DAFD Board.
- Demonstrate exceptional character and integrity while on and off duty.

Supplementary Beneficial Qualities:

- Certification of Michigan Fire Fighters Training Council (MFFTC) Fire Fighter I & II, Fire Officer I, II & III, Incident Command System and Hazardous Materials Operations (or equivalents).
- MFFTC Certified Instructor.
- Michigan Emergency Medical Services Instructor Coordinator.
- Other instructor or training certifications.

Typical Working Conditions:

Work is performed in office and field environment. Driving on surface streets in hazardous conditions and may be exposed to traffic and equipment hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances and more. The Fire Chief is subject to extreme fatigue from irregular working hours and incident call activity.

Signed by the Chair, as Approved by DAFD Board



Dexter Area Fire Department Fire Administration Board

CITY OF DEXTER
DEXTER TOWNSHIP
WEBSTER TOWNSHIP

MEMORANDUM

Date: 2015 January 14
To: DAFD Board Members
From: Harley B. Rider, Chair
Through: Chief Search Committee
Re: Search for Fire Chief – Position description and process recommendations

On Wednesday, 31 December 2014, I met with John Westman and Shawn Keough to discuss the position description for Fire Chief, as well as the process for selecting a Chief. I extended the offer to meet to Jim Carson, as well, as both he and Shawn will be Dexter's representatives to the DAFD Board, though neither has been officially appointed to the search committee.

The attached Position Description is the product of that meeting. It is being submitted to the DABD Board for review, comment and further direction.

The following is our recommendation to the DAFD Board for the process of selecting a Chief:

Publication/Advertising

Develop position posting and publish in:

- Michigan Municipal League
- Michigan Townships Association
- International Association of Firefighters
- Local websites (City of Dexter, Dexter and Webster Townships)
- Others

Application time period

Initial and closing dates to be determined, depending on publication dates

Selection of panel of Chiefs

Select three (3) current Fire Chiefs from area departments to conduct secondary screening and sit on interview panel.

Screening of applications by DAFD Committee

DAFD Search Committee would screen all applications for compliance with Position Posting and general suitability within one (1) week of closing deadline and forward suitable applications to panel of Chiefs for independent review.

Screening of applications as narrowed by Committee

Each Chief would independently review applications forwarded by Committee and recommend his/her top ten (10) applications within one (1) week of receiving the applications. The Committee and the Chiefs would meet within one (1) week of receiving said recommendations to narrow list to semi-final eight (8) to interview.

Initial interview

Interview panel consisting of the three (3) selected Chiefs and the three-member Search Committee would interview the final candidates and either 1) make recommendation of a candidate to the DAFD Board, or make recommendation of a final three (3) candidates to be interviewed by the Board.

Final interview

Final interview of top three (3) candidates (or single recommended candidate) at public meeting of the DAFD Board.

Selection for background check, offer of contract

- Following selection of a single candidate by the DAFD Board, the Board would contract with a reputable local firm (to be determined) to conduct a background check on the applicant.
- The Board may also want the Committee to conduct interviews with colleagues, co-workers, subordinates, community leaders as additional background information.
- The Committee should also develop a general employment contract for review and approval by the Board.
- The Board should also discuss the total compensation package parameters.

Recommendation:

The Committee recommends that the DAFD Board take the following actions:

1. Approve the draft Position Description as presented (or with changes as agreed by the DADF Board).
2. Approve the proposed selection process.
3. Direct the Committee to draft a position posting and publish as recommended.
4. Direct the Committee to research and recommend three (3) local Fire Chiefs to the DAFD Board for the application review and interview process.
5. Direct the Committee to research and recommend compensation package parameters and draft employment contract.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



Agenda: 1/12/15

Item: I-3

To: Courtney Nicholls, Dexter Village Manager
From: Keith Flores, Sergeant
Through: Michael Marocco, Lieutenant
Cc: Marlene Radzik, Police Services Commander
Date: January 6th, 2015
Re: December 1st through December 31st Police Services Monthly Report

During the month of December there were 234 Calls for service (including traffic stops). Deputies conducted 151 traffic stops during which they wrote 33 citations.

All assigned personnel are working their regular shifts (no long term leaves). Deputies continue to attend training throughout the year in efforts to improve overall service. Recent training initiatives include:

- Dep. Mark Kirby and Cpl. Pasternak attended their monthly USRT (Underwater search and rescue) training during the month of December.
- Deputy Valentine attended his monthly Honor Guard training in December. This was also his last training day with the Sheriff's Office as he retired on December 12th after 30 years of service.
- All deputies have completed a speed measurement radar course. This is a refresher course as to how the radar units work, function and the legal obligations police officers need to know to enforce speed limits within Michigan.

Several other projects and concerns have or are being addressed. They include:

- Our annual Shop with a Cop was another big success this year. It was an amazing night that allowed us to touch the lives of 89 children and help bring joy during the Christmas season. Through all of the generous donations each child received \$125 to spend on gifts for themselves and/or their family in addition each child received:
 - Pizza dinner and dessert
 - T-shirt, hat, gloves, blanket, backpack, toothbrush, toothpaste, floss and mouthwash
 - Visit with Santa plus a letter from him addressed to each child specifically
 - Visit with Grimace from McDonalds
 - Visit from Colors the Clown
 - Got their face painted
 - Got to decorate their own cookies to take home
 - Stuffed their own animal from Chelsea Teddy Bear
 - Stocking with their name on it
 - \$20 Red Robin gift card plus free kids meal
 - \$20 McDonalds gift card plus free kids meal
 - \$10 Culvers gift card plus free adult and free kids meal
 - \$10 Taco Bell gift card
 - Free large pizza from Jet's Dexter, Jet's Chelsea, Marco's in Whitmore Lake or Ollie's Pizza depending on where they live
 - Each family received a \$25 gas card.
- On December 2nd at approx. 4pm a subject came into the police station advising she was the victim of a possible fraud. The victim advised she received a call earlier on today's date advising

her she was under federal investigation and was asked to call an 866 number. Upon her calling back, the person on the other lines told her he was with the IRS and she was ordered to pay \$9000 to avoid being arrested for back taxes. The caller continued by having the victim drive to several locations purchasing Green Dot cards with \$500 on each of them. The caller furthered by telling her not to contact the local authorities as this would cause conflict in resolving the situation. It was not until she walked into one of the local stores and the employee advised her she was being scammed. Investigation revealed a man making the calls had a foreign voice to two separate telephone numbers. When the deputy attempted to call the numbers, neither one worked properly and would not accept incoming calls.

- On December 11th at approx. 2:30am deputy was running radar at Baker near Dan Hoey when she observed a vehicle with a rear tail light out. The deputy conducted a traffic stop to discover the driver did not have a license. His driving record revealed he had 7 prior DWLS (driving while license suspended) violations with 2 prior convictions for same. The driver also had 7 warrants for traffic charges and possession of marijuana out of Berrien County however they could not pick the subject up. The vehicle was impounded and the subject was transported back to Ypsilanti where he lived. Awaiting charges from prosecutor.
- On December 14th at approx. 10:45am deputy conducted a traffic stop on Dexter Ann Arbor for speeding (38mph in 25 zone). Upon contact with the driver, the deputy ran his license in LEIN (law enforcement information network) discovering that the driver had a valid warrant for possession of cocaine out of Livingston County. He was subsequently arrested and transported to the jail for processing.
- On December 20th at approx. 11:30pm deputy observed a Jeep on Main at Jeffords with something dragging from the vehicle. The deputy turned around to investigate the noise. The deputy observed a cord of some sort dragging causing the noise. In addition, the vehicle was swerving in between the lane of travel and ultimately began jerking uncontrollably as if the vehicle was having mechanical issues. A traffic stop was initiated at Dexter Ann Arbor and Edison. The deputy remembered that this vehicle matched the description of an earlier BOL (be on the lookout) in regards to a possible drunk driver swerving all over the road in the area of Hudson and Ann Arbor St. Upon contact with the driver, the deputy could smell alcohol coming from his person. When asked how much he had to drink and where he was coming from, the driver advised he had 3 glasses of beer at a bar in Dexter called the Jolly Pumpkin. After failing several sobriety tests the driver was asked to blow into a PBT with the results coming back at .17%. The driver was arrested and transported to the WC Jail where further testing was administered.
- On December 31st at approx. 4:15pm deputy was dispatched the 7000blk of York St for a home invasion report. Upon returning home from vacation, the homeowner discovered his rear glass door broken. He was gone from 12/25 until 12/31. Nothing in the residence appeared to have been stolen and there was no visible evidence left on scene to indicate what may have happened.

From: [Joe Semifero](#)
To: [Courtney Nicholls](#)
Cc: [Shawn Keough](#); [Dan Schlaff](#); [Jim Carson](#); [Scott Maurer](#); [Kurt Augustine](#); [Patrick Droze](#)
Subject: Streets Committee Report for Council Packet
Date: Tuesday, January 06, 2015 10:29:16 AM
Attachments: [Review of Potential Road Projects for 2015.pdf](#)
[Review of Potential Road Projects for 2015.docx](#)

Courtney,

The committee met briefly this morning to review the report from the afternoon we spent looking at what repairs are needed. Attached is the report in Word and pdf formats - not sure which you prefer for the packet. Please accept this email as a summary of the meeting discussions today.

A few items in the report will need to be updated and we can cover in the discussion at Council on Monday night. The report includes more than we can likely do based on the budget.

Recommendation from Committee - Complete repairs and resurfacing of:

- 1) South of Dexter - Ann Arbor / Main (Forest, Grand, Hudson), as indicated in the report,
- 2) Huron Farms, and,
- 3) Central St (from 3rd to 5th).

Rationale for Projects

- Originally planned Dexter Crossing 2015 projects are still in an area where construction is occurring.
- Parkridge Dr, the road is still in pretty good shape (except for the area to be repaired) and in 2016 it probably makes more sense to do a larger portion of the whole neighborhood.
- Huron Farms is in the worst shape and is at risk of slipping to having more areas needing mill and overlay, at a significant cost increase. Recommend capeseal due to more needed than microsurfacing provides.
- Forest / Grand / Hudson are the last of the major resurfacing, including the remaining crush and shape.
- North of Dexter - Ann Arbor (except for Central) is also in comparatively good shape and can be done with Westridge in 2016.
- Central between 3rd and 5th needs to be addressed, also to prevent deterioration to where mill and overlay may be needed. Assuming it may be 4-6 years before Central can be completed, it makes sense to do a capeseal, as was done with many roads in 2009.

Costs and Reserves - Costs within the report assume microsurfacing at \$3.50 a yard. Initial feedback is capeseal will be about \$5.50 per yard. As it has been described to us, Microsurfacing is a single slurry type layer applied to the road surface. Capeseal is a slurry layer, the a stone layer applied, followed by a second slurry layer to "seal" the treatment.

Assuming capeseal instead of microsurfacing in Huron Farms, costs would increase \$75,000 (\$131,000 to \$206,000) from numbers listed on the last page of the report and the street by street listing. DPW repairs (and costs) will be much less this year than the Industrial Park and Huron St from 2014. Need to discuss required balance in reserves for Streets.

(Courtney - Please add the latest summary of the Municipal Streets fund balances spreadsheet to the packet, including \$623,000 for 2015. Breakdown would be: \$583,000 for resurfacing (Huron Farms, S of D-AA, and Central), \$20,000 for DPW repairs, and \$20,000 for crackseal.)

Letter to Residents - Based on some previous discussions with residents, we are recommending the City contact homeowners in Dexter Crossing to inform them road repairs and resurfacing will be in 2016, after construction is mostly completed.

Opportunity - There is the potential for a decrease in costs for the projects with lower oil prices. Our hope is asphalt may be cheaper this year based on the price of oil, as oil is a component of the asphalt. We will have to wait for bids to come back to get feedback on this item.

Curbs in Huron Farms - We also need a plan to address the curbs in Huron Farms, to complete the project started last year. There are also curbs in the Industrial Park to be done. These may need to be postponed to 2016 due to budget limitations.

Thanks,

Joe

Review of Potential Road Projects for 2015

On December 26, 2014, Dan Schlaff, Scott Maurer, Kurt Augustine, Jim Carson, and Joe Semifero, met to walk and review the list of potential road projects for 2015 and 2016. The primary goal was to determine which streets and treatments were to be performed in 2015.

Forest / Grand / Hudson

We started with Grand near Wylie and walked down the street to Baker. There was some discussion regarding storm water and how it might be addressed. Pending direction from the proposed Storm Water Management project, the consensus was to continue with the current configuration of the road and improving the swales on the “north” side of Grand just “east” of Hudson. Additional storm water work is needed in this area and remains to be identified. Most of Grand has severe issues and is recommended for crush and shape. As per previous discussions, the portion of Grand west of Baker is recommended to not be treated at this time, pending development of the Pilot plant property and Broad along the Mill Creek Park.



On Hudson, the roadway is in better shape and a profile mill and overlay (PM&O) is recommended, from Main to Baker.

On Forest, to the “east” of Baker, is also in better shape than Grand, and the recommendation is for a profile mill and overlay, up to Hudson, and a full mill and overlay (FM&O) from Hudson to the change in pavement before Kensington. To the “west” of Baker, a PM&O is recommended with attention to the areas closest to Broad and the impact of the on street parking. It appears the pavement has deteriorated more in this area due to runoff from the parking remaining standing on Forest. Previously, the gravel shoulders allowed this water to enter the shoulders. A review of the elevation of Forest near Broad will be made to evaluate how to best manage the storm water in this area. Possibilities discussed included a “flat” concrete curb functioning as a trough for storm water to move to the storm drains at Broad.

Pavement Treatments Recommended:

- Grand St
 - Pavement change near Wylie to Inverness – Full Mill & Overlay (FM&O)
 - Inverness to Baker Rd – Crush and Shape (C&S)
- Hudson St
 - Main to Baker – Profile Mill and Overlay (PM&O)
- Forest
 - Broad to Baker, Baker to Hudson, and Inverness to Kensington – PM&O
 - Hudson to Inverness – FM&O

Alpine / Broad / Central / Hudson / Fourth / Fifth

Most of the roads north of Main / Dexter Ann Arbor have either been repaired in 2014 with M&O or C&S, or were previously repaired in 2009 with a cape seal. The remaining roads which were not repaired and resurfaced in 2014 are slated for microsurfacing or cape seal in 2015. This resurfacing proved to be very effective in 2009 and we look forward to similar results in the next 5 to 8 years.

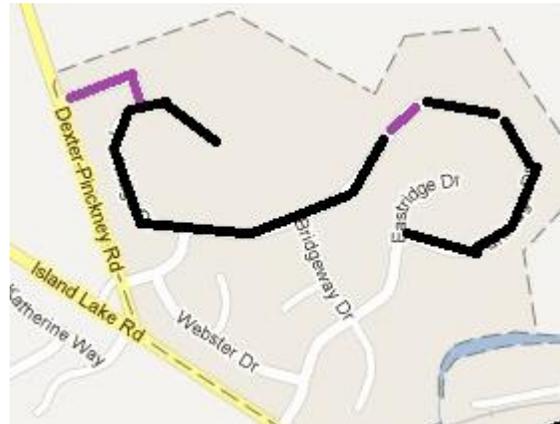


Pavement Treatments Recommended:

- Alpine St, from pavement change near library to Fifth – M / CS
- Broad St from Main to Huron – M / CS
- Central, from Fifth to Third – M / CS
- Hudson, from Fourth to Second – M / CS
- Fourth, from Broad to Inverness / Dexter Ann Arbor/Main – M / CS
- Fifth, from Alpine to Dover – M / CS

Parkridge / Samuel Dr

We drove Parkridge Dr, noting the areas where repairs may be needed. A microsurfacing or cape seal (M / CS) treatment is recommended here. We stopped and reviewed the pavement between 8412 and 8416 Parkridge, noting the pavement appears to have settled slightly. This is a large area, and it is recommended this area be repaired similar to a FM&O. Ideally, this would be completed prior to the M / CS treatment.



Samuel Dr (western end of the neighborhood and City limits) is in need of additional work, probably a PM&O. There was discussion regarding the status of the road (“Is it in the city?”, “Does it belong to the Metro Parks?”, and, “We got permission to put in signs, etc., but we also clear the road.”) Further inquiry is needed, but ultimately this road exists as an entrance to the neighborhood at the west end of the city, and we may need to make improvements (assuming we can get permission if not the City’s road) to continue having a viable access point.

Pavement Treatments Recommended:

- Parkridge Dr
 - Eastridge to end of cul de sac – M / CS
 - Major repair (contract) – 8412 to 8416 Parkridge
- Samuel Dr

- Dexter – Pinckney to Parkridge - PM&O

Eaton Ct and Huron View Ct

In reviewing Eaton Ct, the road was found in fairly good condition, except for the portion of the road closest to Dexter - Ann Arbor Rd and the Old national Bank. This appears to be a situation where a low rating was assigned to the entire road due to a small area being in poor condition. The small area close to Ann Arbor Rd is recommended for a PM&O, *while the rest of the road around to Meadowview is recommended for repairs and crack sealing only.*



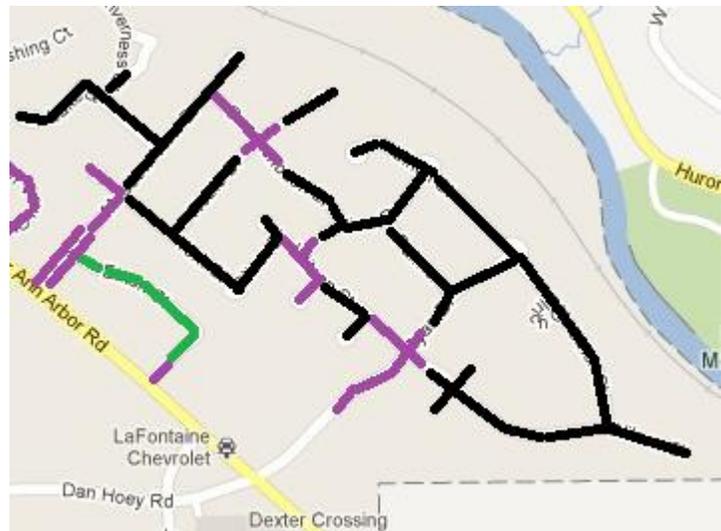
Huron View Ct is showing more wear and also has received some interim repairs, particularly at the curve in the road. Originally the road was planned for M / CS, but the Road Committee is recommending a PM&O here.

Pavement Treatments Recommended:

- Huron View Ct
 - Dexter - Ann Arbor Rd to end – PM&O
- Eaton Ct
 - Meadowview to Old National Bank – Crack seal only.
 - Old National Bank to pavement change – PM&O

Huron Farms

We spent a great deal of time in Huron Farms, primarily since we had the most questions about what treatments are needed. Also, there was concern about sequencing of projects to avoid damage to repairs made, especially if mill and overlay is planned in 2016 after microsurfacing or cape seal is completed in 2015. Overall, the committee came away very optimistic about the potential for treatments for Huron Farms. In general, most of the roads were seen



to be very close in condition to the roads (Fifth St, Fourth St, Baker Rd, Broad St, etc.) which were cape sealed in 2009. Based on higher traffic and how the roads treated in 2009 have performed to date, it is further recommended the majority of Huron Farms be M / CS. In selected areas where additional improvements are needed, mill and overlay treatments are recommended. *It is anticipated that the Huron Farms repairs can be completed in 2015 along with the rest of the planned repairs and close out the vast majority of the original road plan.*

Pavement Treatments Recommended:

- Meadowview Dr
 - Dexter - Ann Arbor Rd to York St – PM&O
 - York St to end of cul de sac – M / CS
- York Ct, from Meadowview to end of cul de sac – PM&O
- Lake St, from Meadowview to end of cul de sac – M / CS
- Inverness St (public portion), Lake to Huron Commons – M / CS
- Quackenbush Dr
 - Meadowview to Noble intersection – PM&O, through intersection to pavement breaks and at least one lot passed the intersection
 - Near Noble intersection to View – M /CS
- Noble Dr
 - York to near Quackenbush intersection – M / CS
 - Near Quackenbush intersection to end of cul de sac – M / CS
- York St, from Meadowview to Oliver – M / CS
- Oliver Dr – M / CS
- Palmer Dr – M / CS
- Wilson St
 - Oliver to end of cul de sac – M / CS
 - Oliver to Shaw Ct – PM&O
 - Shaw Ct to Taylor Ct – M / CS
 - Taylor Ct to west of Ryan roundabout – PM&O
 - East of Ryan roundabout to (east) end – M / CS
- N and S Wilson Ct – M / CS
- Shaw Ct
 - Wilson to circle – PM&O
 - Circle at end – FM&O
- Taylor Ct, from Wilson to end – M / CS
- View Dr, from pavement change near Wilson to Ulrich – M / CS
- Ulrich St, from Wilson St to end – M / CS
- Ryan Dr
 - Pavement break near Busch's to 3636 Ryan (north of roundabout) and through intersection east and west of Ryan roundabout – PM&O
 - 3636 Ryan to Ulrich – M / CS

Recommended Map for 2015 Road Repairs / Resurfacing



SortName	From	To	Sq Yds	Width	Length	\$613,103
Forest	Hudson St	Baker Rd	2717.4	24	0.193	\$27,174
Forest	Inverness St	Hudson St	1985.3	24	0.141	\$19,853
Forest	Kensington St	Inverness St	1450.2	24	0.103	\$14,502
Forest	pavement change	Jeffords	2376.0	25	0.162	\$23,760
Grand	Baker Rd	Broad St	0.0	24		\$0
Grand	Hudson St	Baker Rd	929.3	24	0.066	\$26,020
Grand	Inverness St	Hudson St	2492.2	24	0.177	\$69,780
Grand	pavement change	Inverness St	591.4	24	0.042	\$5,914
Hudson	Baker Rd	Grand St	760.3	24	0.054	\$7,603
Hudson	Forest St	Main St	1450.2	24	0.103	\$14,502
Hudson	Grand St	Forest St	1450.2	24	0.103	\$14,502
Alpine	new pavement	5th St	1154.6	24	0.082	\$3,464
Broad	3rd St	Railroad	225.3	24	0.016	\$676
Broad	4th St	3rd St	887.0	24	0.063	\$2,661
Broad	5th St	4th St	1323.5	24	0.094	\$3,971
Broad	Main St	5th St	1914.9	24	0.136	\$5,745
Broad	Railroad	Huron St	689.9	24	0.049	\$2,070
Central	4th St	3rd St	1323.5	24	0.094	\$3,971
Central	5th St	4th St	1351.7	24	0.096	\$4,055
Hudson	3rd St	2nd St	1351.7	24	0.096	\$4,055
Hudson	4th St	3rd St	1253.1	24	0.089	\$3,759
4th	Central St	Broad St	1393.9	24	0.099	\$4,182
4th	Dover St	Central St	1365.8	24	0.097	\$4,097
4th	Edison St	Dover St	1422.1	24	0.101	\$4,266
4th	Hudson St	Edison St	1379.8	24	0.098	\$4,140
4th	Inverness St	Hudson St	1281.3	24	0.091	\$3,844
5th	Broad St	Alpine St	1520.6	24	0.108	\$4,562
5th	Central St	Broad St	1365.8	24	0.097	\$4,097
5th	Dover St	Central St	1379.8	24	0.098	\$4,140
			0.0			
Parkridge	Bridgeway Dr	Eastridge Dr	8888.0	30	0.505	\$26,664
Park Ridge	Park Ridge Ct	Samuel	2076.8	30	0.118	\$6,230
Park Ridge	Park Ridge Dr	Cul-de-sac	651.2	30	0.037	\$1,954
Park Ridge	Westridge Dr	Park Ridge Ct	2252.8	30	0.128	\$6,758
Parkridge	Bridgeway Dr	Westridge	2587.2	30	0.147	\$7,762
Samuel			0.0	30		
			0.0			
Huron View	Main St	Cul-de-sac	3055.4	24	0.217	\$30,554
			0.0			
Lake	Inverness St	Circle	1830.4	30	0.104	\$5,491
Lake	Meadowview Dr	Inverness St	1390.4	30	0.079	\$4,171
Meadowview	Quackenbush Dr	Circle	1003.2	30	0.057	\$3,010
Meadowview	Dexter-Ann Arbor	Eaton Ct	1091.2	30	0.062	\$10,912
Meadowview	York St	Lake St	1179.2	30	0.067	\$3,538
Meadowview	Lake St	Quackenbush Dr	1460.8	30	0.083	\$4,382
Meadowview	Eaton Ct	York St	1355.2	30	0.077	\$13,552

Noble	Quackenbush Dr	Circle	1636.8	30	0.093	\$4,910
Noble	York St	Quackenbush Dr	2552.0	30	0.145	\$7,656
Oliver	Circle	Wilson St	1267.2	30	0.072	\$3,802
Palmer	Ryan Dr	View	2006.4	30	0.114	\$6,019
Quackenbush	View	Noble Dr	2323.2	30	0.132	\$6,970
Quackenbush	Noble Dr	Meadowview Dr	1355.2	30	0.077	\$13,552
Ryan	Wilson St	Palmer St	1355.2	30	0.077	\$4,066
Ryan	Palmer St	Ulrich St	1408.0	30	0.08	\$4,224
Ryan	Dexter Ann Arbor Rd	Wilson St	3889.6	30	0.221	\$38,896
Shaw	Wilson St	Circle	704.0	30	0.04	\$7,040
Taylor	Wilson St	Circle	721.6	30	0.041	\$2,165
Ulrich	Ryan Dr	View	2305.6	30	0.131	\$6,917
Ulrich	Wilson St	Ryan Dr	3960.0	30	0.225	\$11,880
Ulrich	View	Circle	1707.2	30	0.097	\$5,122
View	Wilson St	Quackenbush Dr	932.8	30	0.053	\$2,798
View	Palmer St	Ulrich St	1179.2	30	0.067	\$3,538
View	Quackenbush Dr	Palmer St	915.2	30	0.052	\$2,746
Wilson	Oliver Dr	Circle	528.0	30	0.03	\$1,584
Wilson	View	Oliver Dr	633.6	30	0.036	\$6,336
Wilson	Shaw Ct	View	475.2	30	0.027	\$4,752
Wilson	Taylor Ct	Shaw Ct	1144.0	30	0.065	\$3,432
Wilson	Taylor Ct	Ryan Dr	1073.6	30	0.061	\$10,736
Wilson	Ryan Dr	N Wilson Ct	1161.6	30	0.066	\$3,485
Wilson	N Wilson Ct	Ulrich St	3382.7	31	0.186	\$10,148
Wilson	Ulrich St	Circle	1760.0	30	0.1	\$5,280
N Wilson Ct	end	Wilson St	880.0	30	0.05	\$2,640
S Wilson Ct	end	Wilson St	880.0	30	0.05	\$2,640
York	Meadowview Dr	Noble Dr	1355.2	30	0.077	\$4,066
York	Noble Dr	Oliver Dr	1478.4	30	0.084	\$4,435
York	Meadowview Dr	Circle	492.8	30	0.028	\$4,928

Sq Yds 113,073.0

Miles 7.01

C&S 3,421.4 0.2 \$95,800

M&O 26,906.9 1.7 \$269,069

M/CS 82,744.6 5.0 \$248,234

	Huron Farms	North of Ann Arbor St	South of Ann Arbor St	Westridge	Total by treatment
Crush and Shape Mill and Overlay Micro / Cape Seal	\$141,258		\$95,800 \$127,811		\$95,800 \$269,069
	\$131,113	\$67,753		\$49,368	\$248,234
Total	\$272,371	\$67,753	\$223,612	\$49,368	

	Fund Balance at the end of 2013-2014	\$404,743	
2014-2015			
Revenue	Expected Millage	\$691,800	Budget
Revenue	Major/Local Streets Act 51/Interest	\$267,200	Budget
Revenue	Grant for Safe Routes to School	\$30,000	Budget
Revenue	Bond Proceeds	\$800,000	Budget
Revenue	Additional Act 51	\$16,500	Updated Estimate October 2014
Revenue	Dexter Crossing Road Contribution from Peters Building	\$10,000	Payments Made in June & December
Expense	Bond Issuance Cost	(\$18,333)	Actual
Expense	Central Street	(\$272,000)	Budget
Expense	Ann Arbor Street	(\$200,600)	Budget
Expense	Safe Routes to School	(\$30,000)	Budget
Expense	Repair of Main Street Parking Spaces	(\$36,000)	Budget - To Be Reviewed in the Spring
Expense	Huron Street Outfall	(\$30,000)	Budget
Expense	Bond Payment	(\$78,066)	Updated Estimate September 2014
Expense	Local Streets Operating	(\$206,900)	Budget
Expense	Sidewalk/Curb Work Major/Local	(\$45,000)	Approved by Council
Expense	Major Streets Operating	(\$245,300)	Budget
Expense	Municipal Streets Admin	(\$73,400)	Budget
Expense	Crack Sealing	(\$35,013)	Actual
Expense	Road Improvement & Maintenance Plan	(\$650,942)	Actual
	Expected Fund Balance at the end of 2014-2015	\$298,689	Budget
2015-2016			
Revenue	Expected Millage	\$691,800	2 Year Budget
Revenue	Major/Local Streets Act 51/Interest	\$267,200	2 Year Budget
Revenue	Countywide Road Millage	\$100,000	2 Year Budget
Revenue	Additional Act 51	\$5,500	2 Year Budget
Expense	Local Streets Operating	(\$204,300)	2 Year Budget
Expense	Major Streets Operating	(\$217,900)	2 Year Budget
Expense	Municipal Streets Admin	(\$70,000)	2 Year Budget
Expense	Major/Local Contingency	(\$20,000)	2 Year Budget
Expense	Bond Payment	(\$83,065)	Updated Estimate August 2014
Expense	Road Improvement & Maintenance Plan	(\$623,000)	Updated Estimate January 2015
	Expected Fund Balance at the end of 2015-2016	\$144,924	2 Year Budget
2016-2017			
Revenue	Expected Millage	\$691,800	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$267,200	Estimate
Expense	Local Streets Operating	(\$210,429)	Estimate
Expense	Major Streets Operating	(\$224,437)	Estimate
Expense	Municipal Streets Admin	(\$72,100)	Estimate
Expense	Major/Local Contingency	(\$20,000)	Estimate
Expense	Bond Payment	(\$87,645)	Updated Estimate August 2014
Expense	Road Improvement & Maintenance Plan	(\$350,000)	Updated Estimate August 2014
	Expected Fund Balance at the end of 2016-2017	\$139,313	Estimate
2017-2018			
Revenue	Expected Millage	\$691,800	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$267,200	Estimate
Expense	Local Streets Operating	(\$216,742)	Estimate
Expense	Major Streets Operating	(\$231,170)	Estimate
Expense	Major/Local Contingency	(\$20,000)	Estimate
Expense	Municipal Streets Admin	(\$74,263)	Estimate
Expense	Bond Payment	(\$86,970)	Updated Estimate August 2014
Expense	Road Improvement & Maintenance Plan	(\$200,000)	Estimate
	Expected Fund Balance at the end of 2017-2018	\$269,168	Estimate

MEMO

To: Mayor Keough and Council Members
From: Courtney Nicholls, City Manager
Date: January 6, 2015
Re: City Manager Report - Meeting of January 12, 2015

1. Meeting Review:
 - December 17th – Southeast Michigan Manager’s Monthly Lunch
 - December 23rd – Victoria Schon/Spike Hains, Paint Dexter Website
 - January 6th – Washtenaw County Clerk’s Office Election Specialist Ed Golembiewski
 - January 6th – Arts, Culture & Heritage Committee Meeting

2. Upcoming Meetings:
 - January 7th – All Staff Meeting
 - January 9th – Facility Committee
 - January 12th – Council Meeting
 - January 13th – Peter Allen Presentation on 3045 Broad
 - January 14th – OHM Status Update
 - January 15th – Downtown Development Authority
 - January 15th & 16th – State of Michigan Election Training (Justin & Carol)
 - January 20th – Parks & Recreation Commission
 - January 21st – Southeast Michigan Manager’s Monthly Lunch
 - January 22nd – Qualified Voter File Training (Courtney & Carol)
 - January 23rd – Victoria Schon/Spike Hains, Paint Dexter Website
 - January 27th – 29th – Michigan Local Government Manager’s Association Winter Conference

3. **Assessing Request for Proposals.** The request for proposals is available. Proposals are due on January 26. As a reminder - the goal is to have an assessor selected prior to the start of March Board of Review, so that they can act as an observer to familiarize themselves with the community. This timeline would require action by Council to select an assessor at one of the February 2015 meetings.

4. **Arts, Culture & Heritage Committee.** A draft copy of the notes from the January 6, 2015 meeting is attached.

5. **FY 13-14 Audit.** City Auditor Rana Emmons will be attending the Council meeting to review the audit on January 26, 2015. The audit was filed with the State on December 23, 2014.

6. **Title VI Compliance.** In the September 8, 2014 Village Manager report Council was updated that the Michigan Department of Transportation (MDOT) had requested that the Village adopt a Title VI (The Civil Rights Act of 1964) policy and plan, which includes a Limited English Proficiency (LEP) policy. Title VI states that we will not discriminate against protected classes as defined by the Civil Rights Act, both in our own operations and (within reason) by our contractors. LEP requires that we make available translations of public documents and other actions to those with limited proficiency in the English language, upon the request of those persons. At this time the Civil Rights Program Unit suggested waiting until after the November election to get Council approval so that the language in the document matches the status of the community. This document will be presented for Council's review at the next meeting.
7. **Winter Newsletter.** We will be working on a winter newsletter which will include the Mayor's State of the City information. If Council has any newsletter article ideas, please let staff know.
8. **Meeting with County Elections Staff.** On January 6, 2015, Justin, Carol Jones and I met with Ed Golembiewski who is the Director of Elections for Washtenaw County. We discussed necessary preparations for the May Election, including the purchase or rental of voting equipment and the appointment of precinct workers. The County will provide training for the workers prior to the May Election. The costs for the May Election will be reimbursed by the State of Michigan, because they called the special election. Mr. Golembiewski is very happy to respond to questions and assist the City as we get ready for our first election.

ARTS, CULTURE & HERITAGE COMMITTEE
TUESDAY, JANUARY 6, 2015 – 6:30 p.m.
DEXTER SENIOR CENTER – 7720 ANN ARBOR

THE CITY OF DEXTER

Members present: Victoria Schon, Lynn Babcock, James Davis, Angie Noble, Gini Davis, Cheryl Willoughby and Donna Fisher.

Notes from the December meeting were reviewed and no changes were made.

The Committee welcomed the new Assistant to the City Manager Justin Breyer.

Temporary Art Display. Patti Schwarz is working on the call for sculptures. We are still hoping for a May/June installation of the temporary art.

Public Art Updates. The Committee discussed the feedback received from Mayor Keough that the mini mural project could look like or encourage graffiti in the downtown. Cheryl will follow up with David to ask his thoughts on that concern and to determine whether he has selected a character for the possible test. The Committee will look around downtown and bring back suggestions on how we might incorporate this art into the community in a way that does not look like graffiti. Before the test is done the idea would need to be approved by the Art Selection Committee and City Council.

Katharine Dexter McCormick Project. Cheryl will be meeting with Chuck Colby of Encore Theater next week to determine the best way to present the storyboard of the play about the life of Katharine Dexter McCormick to the Committee. If the Committee wants to move forward with commissioning the writing of the play, there will be a \$2500 charge. Staff will look into possible grant funding for the project, including a possible Art Works grant or the McCormick Foundation.

Plein Air 2015. Victoria distributed the timeline for the 2015 Plein Air Festival. Over the next few months we will be working on corporate sponsorships and securing the judge. There is currently a display of the Plein Air art from last year's festival in the basement of the Dexter District Library. Victoria and Courtney met with Plein Air participant and City resident Spike Hains regarding creating a website for the Plein Air event. The main goal of the website is to allow online registration for the artists and the events. Staff will have the ability to control all aspects of the page and the site will be linked to the City website.

Frederick Blackburn Pelham Memorial. James Davis has been working with his contacts at the University of Michigan College of Engineering on the idea of erecting a memorial sign to honor Mr. Pelham. Mr. Pelham designed the underpass and was the first African American architect to graduate from the University of Michigan. It is likely that the University will be willing to provide the funding. He expects to hear back from them on whether they will support the idea in February.

2015 Timeline

Paint Dexter Plein Air Festival
August 17-22, 2015

Friends of Paint Dexter:

Paul Cousins
Martha Girsch, Resident Art Historian
Spike Hains (website)

Dexter Arts, Culture & Heritage Committee Members:

Lynn Babcock
Rich Bellas
Justin Breyer
James Davis
Virginia Davis
Donna Fisher (Ex-Officio)
Courtney Nicholls (City of Dexter)
Angie Noble
Cristen Rinderknecht
Tom Rosenbaum
Victoria Schon
Cheryl Willoughby
Mike Vickers

Meeting Dates:

All meetings 6:30pm

January 6, 2015 (Dexter Senior Center)
February 3, 2015 (Dexter Senior Center)
March 3, 2015 (Dexter Senior Center)
April 7, 2015 (Dexter Senior Center)
May 5, 2015 (Dexter Senior Center)
June 2, 2015 (Dexter Senior Center)
July 7, 2015 (Dexter Senior Center)
July 21, 2015 (Victoria's Home, 2995 Wylie Road)
August 4, 2015 (Dexter Senior Center)

2015 Timeline & Goals

	Timeline and Goals for Completion
Jan-Feb	<input type="checkbox"/> Develop Corporate Sponsorship Campaign <input type="checkbox"/> Contact, retain Corporate Sponsors <input type="checkbox"/> Volunteer recruitment <input type="checkbox"/> Set up Committee meeting dates <input type="checkbox"/> Develop Programming, Timelines, etc. <input type="checkbox"/> Dexter Daze booth?
March	<input type="checkbox"/> Contact, retain Corporate Sponsors (on-going) <input type="checkbox"/> Publish "Call for Artists" (on-going) <input type="checkbox"/> Prepare Artist Pre-Registration website, materials <input type="checkbox"/> Post/Update Schedule of Events on website <input type="checkbox"/> Retain Juror(s) <input type="checkbox"/> Publish Facebook page <input type="checkbox"/> Publish and distribute "Save The Date" (cards) <input type="checkbox"/> Determine Children's Event (Mar->Apr)
April	<input type="checkbox"/> Finalize Artist Prospectus and Schedule of Events, post to website <input type="checkbox"/> Publish "Call for Artists" (on-going) <input type="checkbox"/> Contact, retain Corporate Sponsors (on-going) <input type="checkbox"/> Designate Refreshment subcommittee <input type="checkbox"/> Retain Corporate sponsors (on-going) <input type="checkbox"/> Refreshment sub-committee appointment: Refreshments at Friday Award Ceremony, additional activities <input type="checkbox"/> Artist Packet sub-committee appointment <input type="checkbox"/> Design Event flyers, post cards, banner <input type="checkbox"/> Discuss potential Festival Activities <input type="checkbox"/> Discuss/plan Dexter Daze event <input type="checkbox"/> Incorporate DIA pop-up into Event <input type="checkbox"/> Determine Children's Event (Mar-Apr)
May	<input type="checkbox"/> Publish postcards, Rackcards (+950 for MI Visitor Centers) <input type="checkbox"/> Press Release: Submit Event Info to Press, organizations, internet, online Schedule of Events etc. (on-going) <input type="checkbox"/> Publish "Call for Artists" (on-going) <input type="checkbox"/> Design Event flyers, post cards, banner, print ads <input type="checkbox"/> Contact, retain Corporate Sponsors (on-going) <input type="checkbox"/> Price out Promotional Items: tote bags, pens, t-shirts, sweatshirts <input type="checkbox"/> Incorporate a DIA Pop-up, Sculpture Walk/Walking Map with this event <input type="checkbox"/> Print "Event With the Artist" tickets

June	<input type="checkbox"/> Distribute Festival Announcement postcards <input type="checkbox"/> Press Release: Submit Event Info to Press, organizations, internet, etc. (on-going) <input type="checkbox"/> Print marketing materials with Corporate Sponsorships <input type="checkbox"/> Have NEW official stamp created (Courtney) <input type="checkbox"/> Market Festival (radio, print, internet, etc.) <input type="checkbox"/> Solicit additional volunteers <input type="checkbox"/> Post/Update Schedule of Events on website, Facebook <input type="checkbox"/> Order Award Ribbons: Ribbons Galore.com <input type="checkbox"/> Prepare/plan for Dexter Daze Event/Paint Wall <input type="checkbox"/> Sell tickets to "An Evening with the Artists" (on-going) <input type="checkbox"/> Order Promotional items <input type="checkbox"/> Organize/print volunteer schedule for July mtg.
July	<input type="checkbox"/> Sell tickets to "An Evening with the Artists" (on-going) <input type="checkbox"/> Design banner, SIGNS for festival tent <input type="checkbox"/> Secure tables, chairs (Dexter Rent-All) <input type="checkbox"/> Solicit additional volunteers <input type="checkbox"/> Organize and gather event supplies list for event <ul style="list-style-type: none"> o Tables, skirting, signage, labels, money exchange, credit card, artist packets, chairs, electrical, etc. <input type="checkbox"/> Logistics: Organize set up and take down with DPW <input type="checkbox"/> Check supplies with DPW <input type="checkbox"/> Post/Update Schedule of Events on website, Facebook <input type="checkbox"/> Organize P.A. System <input type="checkbox"/> Secure door prize(s) <input type="checkbox"/> Assign Volunteers <input type="checkbox"/> Prepare Artist Waiver, Artwork registration and Check-in forms <input type="checkbox"/> Design and Create Corporate Sponsorship signage for inside tent <input type="checkbox"/> Confirm Volunteer Schedule with volunteers <input type="checkbox"/> Organize Artist Packets, including map, water, brochures, rack cards, sign, Sculpture Walk Map, etc.
August	<input type="checkbox"/> Rack cards to Dexter Daze? <input type="checkbox"/> Distribute Volunteer schedule <input type="checkbox"/> Assemble Artists Packets/Bags <input type="checkbox"/> Purchase supplies <input type="checkbox"/> Print Art Historian bio for Lecture <input type="checkbox"/> Pick up door prize info/photos <input type="checkbox"/> Set up Exhibit Gallery, Tues. Aug 18 <input type="checkbox"/> Post/Update Schedule of Events on website <input type="checkbox"/> Post signs in Village, hang banner(s) <input type="checkbox"/> Set up Event <input type="checkbox"/> Host Event <input type="checkbox"/> Store Paintings <input type="checkbox"/> Follow up Survey with artists

Hello Residents and Fellow Council Members,

My report this month is broken up into 3 sections. I have provided a few paragraphs to update you on the status of our ongoing transition to a City. A summary of Recent Meetings/Conversations that I have had and Future Activities is also presented. Please let me know if you have any questions.

City Transition Update

I am working on a State of the City message that I would like to present using the City's next quarterly Newsletter.

Our City staff has prepared a Request for Proposals (RFP) document for City Assessing Services. Assessing Services are a new responsibility for the City of Dexter that will begin in 2015 following the Township's role in the March 2015 Board of Review hearings. Assessing is not a service that requires a full time person for a community of our size. City Council and staff will be receiving proposals from firms, and possibly other government agencies in late January 2015. We are on target to have our Assessor or Assessing firm selected in February so that they can participate (observe) in the March 2015 Board of Review process that will be conducted by the Townships. Beginning in April of 2015, the City of Dexter will take over the Assessing Duties.

City Council will also be appointing a 3 member Board of Review for the City of Dexter. Residents interested in applying to be on the City Board of Review should submit applications to the City offices. I have interviewed two people that have expressed an interest in being on the Board. I am hoping to be able to make a recommendation for all 3 members at the January 26th meeting.

I will continue to try and describe these types of transition issues so that residents are aware of them. Please feel free to contact me with any questions.

Recent Meetings/Conversations

December 31, 2014 – Fire Chief Selection (DAFD Subcommittee) – I met with Dexter Township Supervisor Harley Rider (DAFD Chair) and Webster Township Trustee John Westman (DAFD Vice Chair) to discuss and create a position description for a new Fire Chief. The current DAFD fire chief has expressed an interest in retiring in the Spring of 2015. DAFD is planning to discuss the position description and the draft hiring process at their January 22, 2015 meeting. Copies of the draft position description are included under the DAFD report for Council feedback and comment.

January 2, 2015 – Conversation with WEMU Radio regarding our transition to a City. I talked about setting up the Election Commission, future tax collection responsibilities and our efforts to advertise for a City Assessor.

January 2, 2015 – Conversation with City Manager Courtney Nicholls and Community Development Manager Michelle Aniol regarding the draft Redevelopment Ready Communities report.

January 7, 2015 - I met with Roy Townsend, the Managing Director of the Road Commission, Doug Fuller (County Road Commissioner), Sheryl Siddal and Kelly Jones. We discussed the planned replacement of the Shield Road Bridge in 2017. I mentioned to them that I had shared this information with Dr. Chris Timmis of the Dexter School District. I also mentioned that I had asked Dr. Timmis if the school would participate in a traffic study of for the Shield Road/Baker Road and Baker Road/Dan Hoey intersections. Dr. Timmis was supportive of the idea so I shared that with the Road Commission representatives. The Road Commission agreed that a traffic study of the area would be a good first step. Sheryl Siddal volunteered to put together a draft scope of services for the City to review.

Future Activities

January 13, 2015 – Meeting with Ann Arbor Spark representative Jennifer Olmstead

January 13, 2015 – 3045 Broad Street Redevelopment Report Presentation by University of Michigan and Professor Peter Allen at the Dexter District Library (7 pm to 8:30 pm)

January 14 and 15, 2015 – Deposition preparation and depositions related to the Dexter Wellness Center Tax Tribunal case.

January 15, 2015 – Dexter Downtown Development Authority meeting

January 22, 2015 – Dexter Area Fire Board meeting – I am planning to attend this meeting.

January 26, 2015 – City Council meeting

I look forward to seeing you around our town and hope everyone has a great start to 2015.

Shawn Keough
Mayor of Dexter
skeough@DexterMI.gov
(313) 363-1434 (cell)

SUMMARY OF BILLS AND PAYROLL			1/12/2015
Payroll Check Register	12/24/14	\$84,634.04	Includes Council Pay and Retiree Health Care Cash-Out
Payroll Check Register	01/07/15	\$37,850.18	
Employer Retirement Contributions (paid via electronic transfer)	12/24/14	\$6,381.65	
Employer Retirement Contributions (paid via electronic transfer)	01/07/15	\$3,359.49	
Account Payable Check Register		\$190,421.98	
		\$322,647.34	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments
The due date column on the accounts payable worksheets represents the date of the Council meeting			
ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS			
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED			
<i>"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."</i>			

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	2,241.69		
2. ALL TRUCK ACCESSORIES	109.00		
3. ALRO STEEL CORP	574.77		
4. ANGELO'S SUPPLIES, INC.	279.41		
5. ANN ARBOR TECHNICAL SERVICES	665.00		
6. AT&T	169.31		
7. ATS	1,710.00		
8. BATTERIES PLUS	419.00		
9. BRIDGEWATER TIRE COMPANY, INC.	500.00		
10. BS&A SOFTWARE	12,510.00		
11. COMCAST	414.99		
12. CORRIGAN OIL COMPANY	745.15		
13. CRIBLEY WELL DRILLING CO INC	9.50		
14. DANIEL SCHLAFF	44.80		
15. DEPT. OF ENVIRN. QUALITY	1,150.00		
16. DES MOINES STAMP MANUFACTURING	155.00		
17. DEXTER AREA CHAMBER	250.00		
18. DEXTER COMMUNITY SCHOOLS	3,972.42		
19. DIUBLE EQUIPMENT INCORPORATED	661.76		
20. DTE ENERGY-STREET LIGHTING	5,838.31		
21. ELHORN ENGINEERING CO	1,346.00		
22. ERIC HARTMAN	44.80		
23. G2 CONSULTING GROUP, LLC	4,570.15		
24. GARDNER DENVER NASH LLC	1,568.12		
25. GOOGLE INC	104.16		
26. GRAINGER	370.10		
27. GRISSOM JANITORIAL	320.00		
28. HACH COMPANY	3,013.47		
29. H-O-H WATER TECHNOLOGY, INC	362.20		
30. JOHN'S SANITATION	210.00		
31. KENCO, INC.	28.80		
32. KNIGHT'S GRADING & EXCAVATING	26,800.00		
33. LA FONTAINE	35.36		
34. LESSORS WELDING SUPPLY	49.50		
35. MASTERCRAFT PLUMBING	1,428.50		
36. MICH DEPT OF TECH, MANAGEMENT &BUDG	180.00		
37. MICHIGAN MUNICIPAL LEAGUE	20.45		
38. MICHIGAN PIPE & VALVE	3,119.31		
39. MICHIGAN RECREATIONAL CONSTR	1,680.00		
40. MID STATES BOLT & SCREW CO	383.81		
41. MILLIGANS LANDSCAPE SERVICES L	10,000.00		
42. MISS DIG SYSTEM, INC.	550.30		
43. NORTH CENTRAL LABORATORIES	273.23		
44. NORTHERN SAFETY CO INC	204.22		
45. PITNEY BOWES GLOBAL	135.00		
46. PLANT WISE	4,950.00		
47. PNC	482.70		
48. PRINT-TECH, INC.	826.26		
49. RADTKE TRUCKING, LLC	1,230.00		
50. SENSUS TECHNOLOGIES, INC.	1,570.34		

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. SMALL BUSINESS ASSOC OF MICH	21,039.52		
52. STATE OF MICHIGAN-MDOT	67,394.85		
53. THE SUN TIMES	288.57		
54. VARNUM, RIDDERING, SCHMIDT	1,060.01		
55. VERIZON WIRELESS	533.81		
56. WASHTENAW COUNTY SOIL EROSION	95.00		
57. WASHTENAW COUNTY TREASURER	1,733.33		
TOTAL ALL CLAIMS	190,421.98		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 101 CITY COUNCIL							
101-101-958.000	MEMBERSHIPS & DUES	DEXTER AREA CHAMBER	OFFICE	792	01/12/15	250.00	
						Total For Dept 101 CITY COUNCIL	250.00
Dept 172 CITY MANAGER							
101-172-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	4,752.02	
101-172-955.000	MISCELLANEOUS	PNC	MISC	01/06/15	01/12/15	62.70	
						Total For Dept 172 CITY MANAGER	4,814.72
Dept 215 CITY CLERK							
101-215-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	43677	01/12/15	85.05	
						Total For Dept 215 CITY CLERK	85.05
Dept 253 TREASURER							
101-253-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	1,369.37	
101-253-958.000	MEMBERSHIPS & DUES	PNC	MARIE MEMBERSHIP	01/06/15	01/12/15	165.00	
						Total For Dept 253 TREASURER	1,534.37
Dept 265 BUILDINGS & GROUNDS							
101-265-727.000	OFFICE SUPPLIES	DES MOINES STAMP MANUF	OFFICE	1031135	01/12/15	155.00	
101-265-803.000	CONTRACTED SERVICES	GOOGLE INC	OFFICE	3051816069	01/12/15	104.16	
101-265-920.000	UTILITIES	COMCAST	OFFICE	01/05/15	01/12/15	315.15	
101-265-935.001		GRISSOM JANITORIAL	OFFICE	01/05/15	01/12/15	320.00	
101-265-936.000	EQUIPMENT SERVICE CONTRAC	PITNEY BOWES GLOBAL	OFFICE	1503400-DC14	01/12/15	135.00	
						Total For Dept 265 BUILDINGS & GROUNDS	1,029.31
Dept 301 LAW ENFORCEMENT							
101-301-807.000		WASHTENAW COUNTY TREAS		25477	01/12/15	1,733.33	
						Total For Dept 301 LAW ENFORCEMENT	1,733.33
Dept 400 PLANNING DEPARTMENT							
101-400-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	1,360.81	
101-400-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	43677	01/12/15	97.20	
101-400-960.000	EDUCATION & TRAINING	PNC	WORKSHOP	01/06/15	01/12/15	255.00	
101-400-977.000	EQUIPMENT	BS&A SOFTWARE	SOFTWARE	099275	01/12/15	9,120.00	
						Total For Dept 400 PLANNING DEPARTMENT	10,833.01
Dept 410 ZONING BOARD OF APPEALS							
101-410-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	43462	01/12/15	106.32	
						Total For Dept 410 ZONING BOARD OF APPEALS	106.32
Dept 441 DEPARTMENT OF PUBLIC WORKS							
101-441-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	2,128.70	
101-441-740.000	OPERATING SUPPLIES	CRIBLEY WELL DRILLING DPW		01/05/14	01/12/15	9.50	
101-441-740.000	OPERATING SUPPLIES	LESSORS WELDING SUPPLY DPW		269766	01/12/15	49.50	
101-441-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	01/06/15	01/12/15	236.73	
101-441-958.000	MEMBERSHIPS & DUES	MICH DEPT OF TECH, MAN	ANNUAL RENEWAL	1407	01/12/15	180.00	
101-441-977.000	EQUIPMENT	BS&A SOFTWARE	SOFTWARE	099275	01/12/15	2,300.00	
						Total For Dept 441 DEPARTMENT OF PUBLIC WORKS	4,904.43
Dept 448 MUNICIPAL STREET LIGHTS							
101-448-920.003	UTILITIES - STREET LIGHTS	DTE ENERGY-STREET LIGH	STREETLIGHTS	01/05/15	01/12/15	5,838.31	
						Total For Dept 448 MUNICIPAL STREET LIGHTS	5,838.31

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 751 PARKS & RECREATION							
101-751-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	343.34	
101-751-732.000	ICE RINK SUPPLIES	MICHIGAN RECREATIONAL	ICE RINK	214438A	01/12/15	1,680.00	
101-751-803.000	CONTRACTED SERVICES	PLANT WISE	MILL CREEK	14-1422	01/12/15	4,950.00	
101-751-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	A-40727	01/12/15	210.00	
Total For Dept 751 PARKS & RECREATION						7,183.34	
Dept 851 INSURANCE & BONDS							
101-851-719.000	UNEMPLOYMENT COMPENSATION	MICHIGAN MUNICIPAL LEA	UNEMPLOYMENT FUND	01-5-15	01/12/15	20.45	
101-851-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	722.94	
Total For Dept 851 INSURANCE & BONDS						743.39	
Total For Fund 101 GENERAL FUND						39,055.58	
Fund 202 MAJOR STREETS FUND							
Dept 451 CONTRACTED ROAD CONSTRUCTION							
202-451-974.009	CENTRAL STREET PROJECT	G2 CONSULTING GROUP, L	CENTRAL STREET	142180	01/12/15	3,480.00	
202-451-974.009	CENTRAL STREET PROJECT	G2 CONSULTING GROUP, L	CENTRAL STREET	142955	01/12/15	1,090.15	
202-451-975.015	ANN ARBOR STREET PROJECT	STATE OF MICHIGAN-MDOT	STREETS	372727	01/12/15	67,394.85	
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION						71,965.00	
Dept 463 ROUTINE MAINTENANCE							
202-463-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	1,785.36	
202-463-740.000	OPERATING SUPPLIES	RADTKE TRUCKING, LLC	DPW	01/06/15	01/12/15	615.00	
202-463-802.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	SOFTWARE	099275	01/12/15	1,090.00	
Total For Dept 463 ROUTINE MAINTENANCE						3,490.36	
Dept 474 TRAFFIC SERVICES							
202-474-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	549.34	
Total For Dept 474 TRAFFIC SERVICES						549.34	
Dept 478 WINTER MAINTENANCE							
202-478-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	1,098.68	
202-478-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	WINTER BROCHURE	224477	01/12/15	413.13	
Total For Dept 478 WINTER MAINTENANCE						1,511.81	
Total For Fund 202 MAJOR STREETS FUND						77,516.51	
Fund 203 LOCAL STREETS FUND							
Dept 451 CONTRACTED ROAD CONSTRUCTION							
203-451-970.000	CONTRACTED CAPITAL IMPROV	MILLIGANS LANDSCAPE SE	STREETS	3021	01/12/15	7,500.00	
203-451-970.000	CONTRACTED CAPITAL IMPROV	MILLIGANS LANDSCAPE SE	STREETS	3023	01/12/15	2,500.00	
203-451-974.001	OTHER CAPITAL IMPROVEMENT	KNIGHT'S GRADING & EXC	STROM WATER IMPROVEMNETS	01/06/15	01/12/15	26,800.00	
203-451-974.001	OTHER CAPITAL IMPROVEMENT	WASHTENAW COUNTY SOIL	STORMWATER	1400234-121214	01/12/15	95.00	
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION						36,895.00	
Dept 463 ROUTINE MAINTENANCE							
203-463-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	549.32	
203-463-740.000	OPERATING SUPPLIES	RADTKE TRUCKING, LLC	DPW	01/06/15	01/12/15	615.00	
Total For Dept 463 ROUTINE MAINTENANCE						1,164.32	
Dept 474 TRAFFIC SERVICES							
203-474-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	137.34	
Total For Dept 474 TRAFFIC SERVICES							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 203 LOCAL STREETS FUND							
Dept 478 WINTER MAINTENANCE							
203-478-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	274.67	
203-478-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	WINTER BROCHURE	224477	01/12/15	413.13	
						687.80	
Total For Dept 478 WINTER MAINTENANCE							
Total For Fund 203 LOCAL STREETS FUND						38,884.46	
Fund 204 MUNICIPAL STREETS							
Dept 248 ADMINISTRATION							
204-248-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	905.77	
						905.77	
Total For Dept 248 ADMINISTRATION							
Total For Fund 204 MUNICIPAL STREETS						905.77	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441 DEPARTMENT OF PUBLIC WORKS							
402-441-939.000	VEHICLE MAINTENANCE & REPAIR	ANGELO'S SUPPLIES, INC	DPW	440772	01/12/15	279.41	
402-441-939.000	VEHICLE MAINTENANCE & REPAIR	BRIDGEWATER TIRE COMPA	DPW	68220	01/12/15	500.00	
402-441-939.000	VEHICLE MAINTENANCE & REPAIR	DIUBLE EQUIPMENT INCOR	DPW	27762	01/12/15	661.76	
						1,441.17	
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS							
Total For Fund 402 EQUIPMENT REPLACEMENT FUND						1,441.17	
Fund 590 SEWER ENTERPRISE FUND							
Dept 248 ADMINISTRATION							
590-248-811.000	ATTORNEY FEES - MISCELLANEOUS	VARNUM, RIDDERING, SCH	BALANCE AS OF 12/22/14	939000	01/12/15	1,060.01	
						1,060.01	
Total For Dept 248 ADMINISTRATION							
Dept 548 SEWER UTILITIES DEPARTMENT							
590-548-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	2,022.27	
590-548-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC O	NOV 14'	01/06/15	01/12/15	1,263.23	
590-548-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO INC	WWTP	901201400	01/12/15	204.22	
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ALEXANDER CHEMICAL COR	WWTP	10026337	01/12/15	990.40	
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ALEXANDER CHEMICAL COR	WWTP	10026460	01/12/15	670.29	
590-548-743.000	CHEMICAL SUPPLIES - LAB	KENCO, INC.	WWTP	59268	01/12/15	19.00	
590-548-743.000	CHEMICAL SUPPLIES - LAB	KENCO, INC.		59189	01/12/15	9.80	
590-548-743.000		NORTH CENTRAL LABORATO	WWTP	348557	01/12/15	273.23	
590-548-751.000		CORRIGAN OIL COMPANY	WWTP	6004182	01/12/15	391.89	
590-548-751.000		CORRIGAN OIL COMPANY	WWTP	0117165	01/12/15	90.00	
590-548-802.000	PROFESSIONAL SERVICES	MASTERCRAFT PLUMBING	WWTP	16982	01/12/15	1,090.50	
590-548-803.004	SEWER INVESTIGATION & REPAIR	MASTERCRAFT PLUMBING	WWTP	16943	01/12/15	338.00	
590-548-824.000	TESTING & ANALYSIS	ANN ARBOR TECHNICAL SE	WWTP	4160	01/12/15	665.00	
590-548-824.000	TESTING & ANALYSIS	ATS	WWTP	4165	01/12/15	1,710.00	
590-548-920.000	UTILITIES	COMCAST	WWTP	01/05/14	01/12/15	49.92	
590-548-920.001		AT&T	WWTP	01/05/14	01/12/15	84.65	
590-548-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	01/06/15	01/12/15	169.25	
590-548-935.000	BUILDING MAINTENANCE & REPAIR	GRAINGER	WWTP	9620182999	01/12/15	359.59	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	BATTERIES PLUS	WWTP	389-304378	01/12/15	419.00	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	GARDNER DENVER NASH LL	WWTP	93220778	01/12/15	1,568.12	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	GRAINGER	WWTP	9609040788	01/12/15	10.51	
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	H-O-H WATER TECHNOLOGY	WWTP	440770	01/12/15	362.20	
590-548-938.000	LAB EQUIPMENT MAINTENANCE	HACH COMPANY	WWTP	9148546	01/12/15	3,013.47	
590-548-939.000	VEHICLE MAINTENANCE & REPAIR	ALL TRUCK ACCESSORIES	MAINTENANCE	15181	01/12/15	109.00	
590-548-957.004	STATE LICENSE/PERMIT FEES	DEPT. OF ENVIRN. QUALI	WWTP	901957	01/12/15	1,450.00	
590-548-960.000	EDUCATION & TRAINING	DANIEL SCHLAFF	MILEAGE	01/05/15	01/12/15	44.80	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 590 SEWER ENTERPRISE FUND							
Dept 548 SEWER UTILITIES DEPARTMENT							
590-548-960.000	EDUCATION & TRAINING	ERIC HARTMAN	MILEAGE	01/05/15	01/12/15	44.80	
Total For Dept 548 SEWER UTILITIES DEPARTMENT						17,123.14	
Total For Fund 590 SEWER ENTERPRISE FUND						18,183.15	
Fund 591 WATER ENTERPRISE FUND							
Dept 556 WATER UTILITIES DEPARTMENT							
591-556-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC O NOV 14'		01/06/15	01/12/15	1,212.88	
591-556-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC O NOV 14'		01/06/15	01/12/15	563.48	
591-556-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL COR WWTP		10026469	01/12/15	581.00	
591-556-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO WWTP		258793	01/12/15	1,346.00	
591-556-751.000		CORRIGAN OIL COMPANY WWTP		6006538	01/12/15	263.26	
591-556-920.000	UTILITIES	COMCAST WWTP		01/05/14	01/12/15	49.92	
591-556-920.000	UTILITIES	DEXTER COMMUNITY SCHOO 5TH WELL		01/05/15	01/12/15	3,972.42	
591-556-920.000	UTILITIES	VERIZON WIRELESS CELLULAR		01/06/15	01/12/15	127.83	
591-556-920.001		AT&T WWTP		01/05/14	01/12/15	84.66	
591-556-937.000	EQUIPMENT MAINTENANCE & REPAIR	ALRO STEEL CORP WWTP		ELQ6016AA	01/12/15	574.77	
591-556-937.000	EQUIPMENT MAINTENANCE & REPAIR	MID STATES BOLT & SCREW WWTP		30458734	01/12/15	383.81	
591-556-937.000	EQUIPMENT MAINTENANCE & REPAIR	SENSUS TECHNOLOGIES, I WWTP		ZA15011899	01/12/15	1,570.34	
591-556-939.000	VEHICLE MAINTENANCE & REPAIR	LA FONTAINE WWTP		20537	01/12/15	35.36	
591-556-958.000	MEMBERSHIPS & DUES	MISS DIG SYSTEM, INC. WWTP		201503632	01/12/15	550.30	
591-556-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE WWTP		J97587	01/12/15	3,119.31	
Total For Dept 556 WATER UTILITIES DEPARTMENT						14,435.34	
Total For Fund 591 WATER ENTERPRISE FUND						14,435.34	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL FUND			39,055.58	
			Fund 202 MAJOR STREETS FUND			77,516.51	
			Fund 203 LOCAL STREETS FUND			38,884.46	
			Fund 204 MUNICIPAL STREETS			905.77	
			Fund 402 EQUIPMENT REPLACEMENT FUND			1,441.17	
			Fund 590 SEWER ENTERPRISE FUND			18,183.15	
			Fund 591 WATER ENTERPRISE FUND			14,435.34	
Total For All Funds:						<u>190,421.98</u>	

CITY OF DEXTER

cnicholls@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Mayor Keough and Council Members
From: Courtney Nicholls, City Manager
Date: January 5, 2015
Re: Discussion of: Federal Aid Eligible Roadway Classification

Every ten years, the Federal Highway Administration goes through a process to review the classification of the roadways throughout the country. Currently the City has three roadways that, due to their classification, are eligible for federal aid:

Minor Arterial – Baker and Dexter-Ann Arbor/Ann Arbor Street/Main Street
Major Collector - Central

At various points over the past several years the idea of changing our federal aid eligible roads to match the City truck route has been discussed. The truck route through town is Central to Third Street to Broad.

Currently the Ann Arbor urban area exceeds the guidance percentage for the number of roadway miles classified as minor arterial and is under the guidance percentage for major collectors. The City can request to trade the non-truck route portion of Central Street (Third to Main) to add Third and Broad as a major collector. We would also have to have Third Street reclassified from a local to major street with MDOT. This could require changing an existing major street to a local street. One possible candidate for this change is Huron Street between Broad and Central.

If Council is interested in pursuing the change, we can request the traffic counters from the Road Commission to do the required traffic count. A final decision will need to be made at the January 26, 2015 meeting because the request is due to WATS by February 3, 2015.

Provided for Council's review is guidance from the Washtenaw Area Transportation Study and OHM regarding the process and the potential classification change.

memorandum

Date: January 7, 2015

To: Courtney Nicholls

From: Patrick Droze, P.E.

Re: Federal Aid Eligible Roads

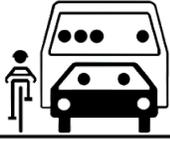
Periodically, MDOT and SEMCOG by way of the Washtenaw Area Transportation Study will solicit changes to the National Functional Classification (NFC) through Act 51 Road Agencies. The NFC provides a uniform classification of roadways across the Country and designates roadways based on their intended use. This ranges from Local collector roads within subdivisions to Interstate Highways. The classifications are determined largely by the actual function of the roadway in context to the transportation system as a whole and also traffic data as a check.

We understand that the City of Dexter is considering pursuing a change by removing Central Street (Main to Third) as a Major Collector and adding Broad Street (Main to Third) and Third Street (Broad to Central) as a Major Collector. Currently, Broad Street and Third Street are listed as NFC Local Streets meaning that they are shown to serve the function of handling local traffic that is characterized as the start and end points of trips. The reality is that a large portion of trips on Broad and Third Streets are more regional in nature, including commuters passing through and into town or trucks accessing businesses in town or north of the Huron River.

In speaking with Steven Dearing, Director of OHM's Traffic Department, he believes that there should not be an issue with making this change, especially if a swap is pursued. The proposed change should be viewed as a justified correction to the map by rectifying the classifications with the true use of the roadways as well as the posted truck route. This change will also allow for Broad Street and Third Street to receive federal funds through MDOT of up to 80% or construction costs. This can be used for pavement rehabilitation or reconstruction projects similar to those completed in 2014 on Ann Arbor and Central Streets.

Moving forward, the recommended next steps include performing a traffic count along the road segment in question and formally requesting the change from WATS. We also note that the Third Street portion of this route is currently listed as a "City Minor" Act 51 road classification. It is recommended that this roadway designation is changed to "City Major" in parallel to the NFC change effort. Our preliminary review of the roadway geometry and features will likely qualify for a major street designation. The one exception is the presence of perpendicular parking near the Dexter Mill, but based on discussions with MDOT in early 2014, this pre-existing condition will not prohibit the road from obtaining major status.

OHM will work with Staff to assist in these administrative efforts.



WASHTENAW AREA TRANSPORTATION STUDY (WATS)

705 N. Zeeb Road
Ann Arbor, MI 48103
phone: 734.994.3127
website: miwats.org
email: wats@miwats.org

MEMORANDUM

To: Act 51 Agencies
From: Nick Sapkiewicz, Transportation Planner
Date: November 26, 2014
Re: National Functional Classification (NFC) of Roads and National Highway System (NHS)
Decennial Review and Update

Background

The National Functional Classification (NFC) system is a highway classification scheme created and overseen by the Federal Highway Administration (FHWA). Every public road in the United States has an NFC designation, which reflects the road's function within the overall highway network.

MDOT has initiated the Statewide National Functional Classification review of roadways. This review provides an opportunity to adjust the NFC or NHS status of a road (including additions and deletions) - based on changes in the functionality. A spreadsheet is included for agencies responsible for local roads to list proposed Classification changes. Changes to higher Classifications require a current traffic count (taken in 2013 or 2014), changing a classification down does not require a count to be collected.

The seven classifications of NFC listed below apply in both urban and rural areas. In the past, there was only one collector classification in urban areas, but FHWA eliminated this discrepancy in 2010. Now, urban areas can have both Major Collectors and Minor Collectors, and both types of roads are fully eligible for federal aid.

1. Interstate—this designation is assigned to roads and ramps that comprise the official, limited-access Dwight D. Eisenhower Interstate Highway System;

2. Other Freeway and Expressway—assigned to roads and ramps that are not part of the Interstate Highway System, but have design features (such as limited access, grade separations, and interchanges) similar to those found on the Interstate System;

POLICY COMMITTEE MEMBERS

• City of Ann Arbor • Ann Arbor DDA • Ann Arbor Township • City of Chelsea • Village of Dexter • Dexter Township • Eastern Michigan University • Michigan Department of Transportation • City of Milan • Northfield Township • Pittsfield Township • City of Saline • Scio Township • Southwest Washtenaw Council of Governments • Superior Township • The Ride University of Michigan • Washtenaw County Board of Commissioners • Washtenaw County Road Commission • City of Ypsilanti • Ypsilanti Township • Ex Officio: Federal Highway Administration • Southeast Michigan Council of Governments •

An Intermunicipality Committee organized under Act 200 of Public Acts of Michigan (1957)
representing Washtenaw County

3. Other Principal Arterial—assigned to major surface-street roads that connect cities, to roads that connect freeways to major activity centers, and to the most heavily traveled cross-city roads within urbanized areas; Other Principal Arterials favor mobility and long-distance travel and typically allow all-season truck traffic; Interstates, Other Freeways and Expressways, and Other Principal Arterials are collectively known as Principal Arterials;

4. Minor Arterial—assigned to roads that, like Principal Arterials, emphasize mobility over property access, but have less traffic than Other Principal Arterials and attract trips that cover shorter distances and are more local in nature;

5. Major Collector—assigned to roads that funnel traffic from Local Roads and Minor Collectors to the arterials; collectors balance the functions of providing mobility and access to property and may directly serve schools, business districts, and other important traffic generators;

6. Minor Collector—assigned to roads with more through traffic than Local Roads, but less traffic than Major Collectors;

7. Local Road—assigned to most residential neighborhood roads, industrial subdivision roads, rural farm roads, and other roads which emphasize property access over mobility; the majority of road mileage across the region, state, and country falls into this category; “NFC local” should not be confused with “Act-51 local”, as the NFC system and Michigan’s Act-51 “legal system” are two completely different classification systems.

Along with accessibility and mobility considerations, there are many other factors that help determine the appropriate NFC designations for roads. These factors include relative regional importance, total traffic volumes, commercial traffic volumes, speed limits, number of lanes and other road design features, access management characteristics, trip characteristics, and proximity to traffic generators. Another important factor is route spacing—arterials should be the least densely spaced classification of road, local roads the most densely spaced—and system continuity and connectivity also come into play—barring unusual circumstances, routes with a given classification should begin and end at routes of equal or higher classification. A final consideration are FHWA’s published urban and rural mileage guidelines for each NFC category. No single characteristic alone should be used to determine a road’s NFC designation, and it should also be noted that characteristics can overlap between adjacent classifications.

FHWA sets targets for the percentage of overall road network for each state’s NHS roads. While upgrading a road to the Principle/Other Principal Arterial status adds the road to the National Highway System (NHS), making it eligible for NHPP funding, Michigan is presently over the target for NHS roads. Any additions to the NHS will need significant documentation reviewing the rationale for the change.

Timeline

- November 2014 - SEMCOG held a regional review kickoff meeting
- December 2014/January 2015- WATS will meet with Washtenaw County Act 51 agencies to review proposed changes to the NFC/NHS
- February 3, 2015 - Proposed changes due to WATS/SEMCOG for review
- March 2015 - WATS Technical and Policy Committee approval of changes
- April 3, 2015 - All applicable traffic counts submitted to the Traffic Count Database System - (existing 2013 count can be 24hr - new counts should be 48hr)
- April 3, 2015 - Locally approved, proposed changes to the NFC/NHS submitted to SEMCOG
- Late 2015/Early 2016 - MDOT and FHWA review and Michigan Geographic Framework update

Functional Classification Concepts, Criteria, and Procedures, are available here:

https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/fcauab.pdf

MDOT has created easy-to-read maps that show current NFC road designations throughout the state. The maps, which are available by county and urban area, are here:

http://mdotcf.state.mi.us/public/maps_nfc/

MDOT has created county-level maps that clearly show which roads are currently part of the National Highway System. The maps can be found here:

http://mdotcf.state.mi.us/public/maps_nfc/nhsmaps.cfm

A spreadsheet to list any proposed changes to NFC is attached with several examples already filled.

Action

Washtenaw County Act 51 agencies should review their NFC and NHS (Principal Arterial) road networks, document proposed changes on the attached spreadsheet, and send them to Nick at sapkiewicz@miwats.org by January 12, 2015.

Post-2010 National Functional Classification Review: Information For Southeast Michigan Planning Partners

Version 1.1: November 3, 2014

The purpose of this document is to provide local planning partners in Southeast Michigan with important information about the current statewide review of the National Functional Classification (NFC) system. This information is intended primarily for members of SEMCOG's federal-aid committees (FACs), members of the transportation study committees in the region, and those staff at county road agencies, cities, and villages across Southeast Michigan who have input on the NFC designations of the roads under their jurisdiction.

The information in this document is based upon instructions provided to SEMCOG by the Michigan Department of Transportation (MDOT), follow-up inquiries by SEMCOG staff with MDOT's NFC Coordinator (Mike Toth), discussion among SEMCOG staff, and other information compiled from various local, state, and federal resources. Any questions about the content of this document should be directed to Brian Mohr, who is coordinating SEMCOG's involvement in the review project. Brian can be reached by phone at 313-324-3337 or by email at mohr@semcog.org.

This document is divided into three sections: 1) a list of key dates associated with the review project; 2) a list of steps for FACs and transportation study committees in the SEMCOG region to follow as the project moves along; and 3) descriptive guidelines and background information about the NFC review—this final section comprises the bulk of the document.

Section 1: Key Dates

- SEMCOG/MDOT kickoff meeting: **November 6, 2014**, at 1:30pm at SEMCOG's offices
- Deadline for FACs and transportation study committees to provide SEMCOG a draft list of revisions *and* the supplemental documentation needed for certain types of revisions: **one month prior** to the official FAC/study committee approval vote referenced below
- Deadline for FACs and transportation study committees to officially vote on and approve NFC revisions for their areas *and* finish entering traffic counts—for the revisions that require them—into the Traffic Count Database System: **no later than April 3, 2015**
- Anticipated approval of revisions by SEMCOG's Transportation Coordinating Council: **April 22, 2015**
- Anticipated approval of revisions by SEMCOG's Executive Committee: **April 24, 2015**
- Deadline for SEMCOG to forward to MDOT all necessary resolutions, documentation, GIS files, and other information: **April 30, 2015**
- Estimated official approval of revisions by the Federal Highway Administration (FHWA): **mid to late 2015**
- MDOT notification of approval sent to local agencies; NFC revisions entered into the Michigan Geographic Framework base map: **no later than January 2016**

Section 2: Project Steps For FACs And Transportation Study Committees

1. Forward this document to all committee members and any additional county road agency, city, and village staff who should know about the review and have the opportunity to propose NFC revisions for roads under their jurisdiction. This includes reaching out to cities and villages located in small urban areas and in rural areas.
2. For those coming to the SEMCOG/MDOT project kickoff meeting on November 6: Read this document, follow the links provided herein for additional information, and prepare questions to ask SEMCOG and MDOT staff at the meeting.
3. Attend the November 6, 2014, project kickoff meeting (1:30 pm at SEMCOG's offices).
4. Review the roads in your area and begin thinking about routes that are potential candidates for NFC revisions. At the kickoff meeting, MDOT will present a detailed, multi-step approach for doing this, taking into account factors such as:
 - current NFC designations of roads;
 - the descriptive criteria for each road classification, as summarized in this document and more fully explained in FHWA and MDOT guidance;
 - mileage percentage guidelines for each NFC category;
 - the two major emphasis areas for this review, urban Other Principal Arterials and rural Major Collectors;
 - major changes in traffic patterns and land use that have occurred during the past ten years; and
 - the traffic count data and other data needed to support certain types of revisions.
5. Specify a committee meeting, scheduled no later than April 3, 2015, during which to officially vote on and approve the NFC revisions in your area. Be sure to invite SEMCOG staff to this meeting.
6. At least one month before the approval meeting, compile a draft list of all NFC revisions for your area, along with the supplemental documentation needed for certain types of revisions, and send this information to SEMCOG staff for review. Consider inviting SEMCOG staff to any working sessions scheduled for the purpose of preparing the list.
7. Work with SEMCOG staff to make adjustments to the proposed revisions and documentation, if necessary.
8. Officially approve a final list of NFC revisions at the committee meeting set for this purpose (again, no later than April 3) and send written notice of approval to SEMCOG.
9. Also no later than April 3, 2015, make sure that traffic counts—for the road revisions that require them—are entered into the Traffic Count Database System.
10. Should MDOT reject a proposed revision, request additional information, or propose modifications of any kind, be prepared to work with MDOT and SEMCOG staff to address these matters. However, a priority for SEMCOG staff is to minimize the likelihood of this occurring.
11. Wait for notification of FHWA's official approval of (or denial of) the proposed NFC revisions.

Section 3: Guidelines And Background Information

What Is The National Functional Classification System?

The National Functional Classification (NFC) system is a highway classification scheme created and overseen by the Federal Highway Administration (FHWA). Every public road in the United States has an NFC designation, which reflects the road's function within the overall highway network. There are seven NFC designations, listed here from highest to lowest classification:

1. **Interstate**—this designation is assigned to roads and ramps that comprise the official, limited-access Dwight D. Eisenhower Interstate Highway System;
2. **Other Freeway and Expressway**—assigned to roads and ramps that are not part of the Interstate Highway System, but have design features (such as limited access, grade separations, and interchanges) similar to those found on the Interstate System;
3. **Other Principal Arterial**—assigned to major surface-street roads that connect cities, to roads that connect freeways to major activity centers, and to the most heavily traveled cross-city roads within urbanized areas; Other Principal Arterials favor mobility and long-distance travel and typically allow all-season truck traffic; Interstates, Other Freeways and Expressways, and Other Principal Arterials are collectively known as Principal Arterials;
4. **Minor Arterial**—assigned to roads that, like Principal Arterials, emphasize mobility over property access, but have less traffic than Other Principal Arterials and attract trips that cover shorter distances and are more local in nature;
5. **Major Collector**—assigned to roads that funnel traffic from Local Roads and Minor Collectors to the arterials; collectors balance the functions of providing mobility and access to property and may directly serve schools, business districts, and other important traffic generators;
6. **Minor Collector**—assigned to roads with more through traffic than Local Roads, but less traffic than Major Collectors;
7. **Local Road**—assigned to most residential neighborhood roads, industrial subdivision roads, rural farm roads, and other roads which emphasize property access over mobility; the majority of road mileage across the region, state, and country falls into this category; “NFC local” should not be confused with “Act-51 local”, as the NFC system and Michigan’s Act-51 “legal system” are two completely different classification systems.

The seven classifications listed above apply in both urban and rural areas. In the past, there was only one collector classification in urban areas, but FHWA eliminated this discrepancy in 2010. Now, urban areas can have both Major Collectors and Minor Collectors, and both types of roads are fully eligible for federal aid.

Along with accessibility and mobility considerations, there are many other factors that help determine the appropriate NFC designations for roads. These factors include relative regional importance, total traffic volumes, commercial traffic volumes, speed limits, number of lanes and other road design features, access management characteristics, trip characteristics, and proximity to traffic generators. Another important factor is route spacing—arterials should be the least

densely spaced classification of road, local roads the most densely spaced—and system continuity and connectivity also come into play—barring unusual circumstances, routes with a given classification should begin and end at routes of equal or higher classification. A final consideration are FHWA’s published urban and rural mileage guidelines for each NFC category. No single characteristic alone should be used to determine a road’s NFC designation, and it should also be noted that characteristics can overlap between adjacent classifications.

The descriptions presented above are summary in nature. Detailed official information about NFC designations can be found in the 2013 FHWA guidance document called *Highway Functional Classification Concepts, Criteria, and Procedures*, available here:

https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/fcauab.pdf

MDOT has created easy-to-read maps that show current NFC road designations throughout the state. The maps, which are available by county and urban area, are here:

http://mdotcf.state.mi.us/public/maps_nfc/

At the November 6, 2014, SEMCOG/MDOT project kickoff meeting, a significant portion of the presentation made by MDOT’s NFC Coordinator (Mike Toth) will address important characteristics of the NFC categories from the state’s perspective.

Why Is A Road’s NFC Designation Important?

Roads are not assigned NFC designations simply as an academic exercise—NFC designations are important for several reasons:

- A road’s NFC designation determines its eligibility for federal aid. Under current federal legislation, all public roads except for Local Roads and rural Minor Collectors are fully eligible for federal aid under the Surface Transportation Program (STP). Rural Minor Collectors have limited STP eligibility; Local Roads are not eligible.
- There is a connection between NFC designation and the National Highway System (NHS). The NHS, which was created in 1995, is a road network that includes the Interstate Highway System and other roads considered most important for the nation’s mobility, economy, and defense. In 2012, federal transportation legislation expanded the NHS by adding every road classified as any type of Principal Arterial to the system.

Going forward, FHWA and MDOT are committed to maintaining the relationship between Principal Arterials and the NHS. More specifically, if a road is downgraded below Other Principal Arterial status, it should be removed from the NHS; likewise, if a road is upgraded to Other Principal Arterial status, it should be added to the NHS.

With all Principal Arterials now part of the National Highway System, the following are now true:

- all Principal Arterials are eligible for funding under the National Highway Performance Program (NHPP);
- all Principal Arterials must comply with regulations pertaining to the NHS—examples include regulations relating to reconstruction design standards, contract administration, MDOT and FHWA oversight procedures, outdoor advertisement,

junkyard control, and data reporting for the Highway Performance Monitoring System and the National Bridge Inventory; and

- all Principal Arterials are subject to the federal guidelines and data collection requirements associated with NHS performance measures.

MDOT has created county-level maps that clearly show which roads are currently part of the National Highway System. The maps can be found here:

http://mdotcf.state.mi.us/public/maps_nfc/nhsmaps.cfm

Federally produced NHS maps for urban areas in Michigan can be found here:

http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/michigan/index.cfm

- As described above, NFC designations determine eligibility for federal aid, and any road reconstruction project using federal-aid dollars, regardless if the road is on the NHS or not, should follow the American Association of State Highway and Transportation Officials (AASHTO) design requirements. More information about AASHTO design requirements can be found here:
<http://mdotcf.state.mi.us/public/design/englishroadmanual/>
- A road's NFC designation determines whether or not the road's pavement condition must be assessed using the PASER (Pavement Surface Evaluation and Rating) system and reported to Michigan's Transportation Asset Management Council. Currently, all paved collectors and arterials are subject to PASER data collection biennially.
- NFC classifications affect the federal road funding allocated to states. MDOT annually reports to FHWA the system length and vehicle-miles traveled for each NFC category. Other states do the same. These values then figure into allocation formulas that Congress uses for distributing federal aid among the states.

Why Is An NFC Review Taking Place Now?

Following FHWA guidelines, it is MDOT's standard practice to initiate and coordinate a statewide review of the NFC system every ten years, following the update to the state's urban-area boundaries that occurs after each decennial U.S. Census. In Southeast Michigan, the review is a cooperative process among MDOT, SEMCOG, counties, cities, villages, and public transit agencies. MDOT relies on SEMCOG to coordinate with local agencies within the seven-county region.

In April 2012, the U.S. Census Bureau released new urban-area boundaries based on data collected during the 2010 Census. Following this release, MDOT worked cooperatively with appropriate local officials—including SEMCOG—to adjust the boundaries where appropriate and officially establish the dividing line between urban and rural areas for transportation purposes. This dividing line, which is called the Adjusted Census Urban Boundary (ACUB), became official on October 31, 2013, when it was approved by FHWA. With the new ACUB in place, the time has come again to review the NFC system.

What Is The Purpose Of The System-Wide NFC Review?

As the highway network and land-use patterns evolve over time, NFC designations for certain roads may no longer make sense. So, simply stated, the purpose of the NFC review is to identify, propose, and approve National Functional Classification revisions for routes where the current road classification no longer coincides with the way the road functions. It should be emphasized that despite the relationships described above between NFC designation and federal-aid eligibility, NFC designation and the NHS, and so on, it is a road's function which determines its NFC designation. Inadequate funding or a route in need of repair does not justify changing classification.

Although the general purpose of the system-wide NFC review is straightforward, there are always points of emphasis which vary every ten years. For the current, post-2010 review, there are two major emphasis areas plus other situations that require special attention. These are described in the sections that follow.

It should first be noted that the scope of this NFC review project is expected to be much, much smaller than the review that was conducted ten years ago following the 2000 census. During that review—because of numerous major emphasis areas, a changeover to storing NFC designations in the Michigan Geographic Framework base map, and other factors—a total of 1,430 NFC changes were identified in the SEMCOG region. This time around, the total number of changes are expected to be at least an order of magnitude smaller. The vast majority of roads in the region should already have the correct classification, and the focus of this project should be to identify the best qualified routes for revision.

Major Emphasis Area #1: Other Principal Arterials In Urban Areas

FHWA is asking MDOT and Metropolitan Planning Organizations to review all existing Other Principal Arterials in urban areas, identify routes which no longer function as Other Principal Arterials, and propose downgrading those routes to Minor Arterials. In addition, because of the relationship between Other Principal Arterials and the National Highway System, these proposed downgrades in NFC classification should be accompanied by requests to remove the selected routes from the NHS. These roads are a point of emphasis because FHWA's guidance for states shows that urban Other Principal Arterial mileage should be between 4.0% and 5.0% of total urban road mileage; currently, Michigan is above this range at 6.2%.

In Southeast Michigan, this point of emphasis especially comes into play in both the Ann Arbor and Detroit Urbanized Areas. In the other urban areas in the region, there is only one non-trunkline Other Principal Arterial—a segment of Grand River Ave in Livingston County. Therefore, SEMCOG expects to see proposed revisions from Other Principal Arterial to Minor Arterial classification where warranted in Macomb County, Oakland County, Washtenaw County, the City of Detroit, and the remainder of Wayne County. SEMCOG staff can assist federal-aid and transportation study committee members in these areas with finding the best qualified routes.

For reference, here are the current urban Other Principal Arterial mileage percentages for the Ann Arbor and Detroit Urbanized Areas and for the state as a whole:

- Ann Arbor Urbanized Area: 75 miles out of 1,293 total miles: 5.8%
- Detroit Urbanized Area: 1,108 miles out of 15,315 total miles: 7.2%
- All Michigan urban areas: 2,328 out of 37,799 total miles: 6.2%

Related to this emphasis area, there are three other points worth noting:

- MDOT staff will be reviewing state trunklines that are classified as Other Principal Arterials to see if any downgrades are warranted on the trunkline system.
- MDOT will allow the upgrade of a route to Other Principal Arterial designation, but only if a greater amount of mileage is proposed for downgrade, and only if the route proposed for upgrade has undergone a significant functional change, and all related NFC and NHS criteria are met.
- Locally owned (non-trunkline) Other Principal Arterial mileage was a factor that SEMCOG used when calculating NHPP funding targets for the current Transportation Improvement Program (TIP). However, even if mileage percentages change as a result of this statewide NFC review, SEMCOG will not revise its funding targets while the current TIP is still in effect. In addition, under current legislation, adding or subtracting NHS mileage does not increase federal funding to the state.

Major Emphasis Area #2: Major Collectors In Rural Areas

MDOT is asking agencies with jurisdiction over roads currently classified as rural Major Collectors to review those roads and determine if any should be classified as rural Minor Collectors instead (or potentially upgraded to rural Minor Arterials, although this is less likely to be justifiable). This is a point of emphasis because FHWA's guidance for states shows that rural Major Collector mileage should be between 9.0% and 19.0% of total rural road mileage; currently, Michigan is slightly above this range at 19.8%.

Low volume and/or unpaved roads currently classified as rural Major Collectors are good candidates to review. To help with this, MDOT has created county-level maps which highlight potential candidates. These maps can be found here:

http://www.michigan.gov/mdot/0,4616,7-151-11151_11155-336928--,00.html

For reference, here are the current rural Major Collector percentages for each county in Southeast Michigan and for the state as a whole. Note that some counties are under the 19.0% statewide threshold and others are above it:

- Livingston County: 129 miles out of 717 total miles: 17.9%
- Macomb County: 54 miles out of 304 total miles: 17.7%
- Monroe County: 155 miles out of 956 total miles: 16.2%
- Oakland County: 65 miles out 311 total miles: 21.0%
- St. Clair County: 288 miles out of 1,360 total miles: 21.2%
- Washtenaw County: 207 miles out of 1,000 total miles: 20.7%
- Wayne County: 20 miles out of 72 total miles: 27.9 %

- All Michigan rural areas: 16,329 out of 82,347 total miles: 19.8%

It should be noted that despite the emphasis on downgrading rural Major Collectors, MDOT will accept an upgrade to Major Collector classification in a rural area if the change is functionally warranted along a particular route.

Other Situations Requiring Attention

Beyond the general purpose of the review—to propose NFC revisions for the best qualified routes for which classification does not match current road function—and beyond the major emphasis areas of urban Other Principal Arterials and rural Major Collectors, there are two other situations that require special attention: 1) future routes and 2) proposed mileage additions in NFC categories already exceeding FHWA’s percentage guidelines.

Future routes

FHWA guidelines permit “future” (in other words, un-built) collectors and arterials to be part of the National Functional Classification system so that construction of the road can be a federal-aid eligible project. An example is the New International Trade Crossing and its connection with I-75 in Detroit.

That said, future routes should only exist if the project has local funding secured for the match and if the project is listed in Michigan’s Statewide Transportation Improvement Program (STIP) and is expected to be under construction within the STIP timeframe of four years or less. Routes that do not meet these requirements should be removed from NFC maps.

In Southeast Michigan, there are several future routes currently displayed on MDOT’s NFC maps. The majority are in Washtenaw County. All regional future routes should be reviewed with the criteria above in mind. Note that removal of some of these future routes may trigger NFC adjustments on adjacent roads as well.

Exceeding FHWA mileage guidelines

For an area in which the percentage of mileage within an NFC category already exceeds FHWA’s maximum guidelines, MDOT and SEMCOG will discourage any proposed NFC revision which would add additional mileage to the affected category (unless there is a strong functional case to be made).

Below are the FHWA guidelines:

All States\NFC	(1) Interstate	(2) Other Freeway	(3)Other Principal Arterial	(4) Minor Arterial	(5) Major Collector	(6) Minor Collector	(7) Local
rural mileage max	2 %	2 %	6 %	7 %	19 %	15 %	75 %
rural mileage min	1 %	0 %	2 %	3 %	9 %	4 %	64 %
urban mileage max	3 %	2 %	5 %	14 %	15 %	15 %	75 %
urban mileage min	1 %	0 %	4 %	7 %	7 %	7 %	63 %

For comparison with these guidelines, MDOT has calculated the percentage of urban mileage in each NFC category for each urban area in the state; MDOT has also calculated the percentage of rural mileage in each NFC category for each county in the state. To view tables with these percentages, visit the following site:

http://www.michigan.gov/mdot/0,4616,7-151-11151_11155-25884--,00.html

For example, MDOT's tables show that in Oakland County, 12.0% of rural road mileage is classified as Minor Arterial. Since the maximum federal percentage guideline for this category is 7.0%, it would be difficult for Oakland County to justify an NFC upgrade to Minor Arterial status in a rural area of the county.

How Will The NFC Review Process Work In Southeast Michigan?

Federal legislation mandates that the statewide NFC review be a cooperative process between MDOT and "responsible local officials". SEMCOG, as the region's Metropolitan Planning Organization, is the responsible local official for Southeast Michigan. Any NFC revisions in the seven-county area must be approved by SEMCOG's committees—both the Transportation Coordinating Council (TCC) and the Executive Committee. After committee approval, SEMCOG must forward to MDOT several specially formatted items, including a resolution, lists and descriptions of the proposed revisions, GIS files, traffic count data, and supplementary documentation for certain types of revisions. MDOT will then either accept the proposed revisions, reject them, propose alternate revisions, and/or seek clarification or additional information for certain revisions. Proposed NFC changes approved by MDOT are ultimately sent on to FHWA, which must give a final approval for the changes to become official.

The due date for SEMCOG to forward all material to MDOT is April 30, 2015. To meet this deadline, SEMCOG will be seeking TCC and Executive Committee approval during those committees' April meetings, and requiring all proposed revisions and related information to be submitted to SEMCOG staff well in advance (as described in the sections below). FHWA approval is expected later in 2015, with all revisions coded into the Michigan Geographic Framework base map in time for the Version #16 release in spring 2016.

Before approval at the regional, state, and federal levels, each NFC revision must first be approved by the agency with jurisdiction over the road. For non-trunkline roads, this means approval by the county road agency, city, or village with jurisdiction. Because of this mandate, and because SEMCOG wants NFC designations to be reviewed by those with local knowledge of the highway system, SEMCOG will be relying on the region's federal-aid committees—the Livingston County (Huron Valley), Macomb County, Monroe County, Oakland County, Wayne County, and City of Detroit Federal-Aid Committees—and transportation study committees—the Washtenaw Area Transportation Study (WATS) and the St. Clair County Transportation Study (SCCOTS)—to gather the local information needed for this NFC review.

In addition to NFC revisions in urbanized areas, committees are responsible for compiling proposed revisions for the rural areas of the counties they are responsible for, including cities and villages located in rural areas (although changes are unlikely in rural cities/villages due to MDOT restrictions on federal-aid mileage in those areas). Committees must also compile proposed revisions for the small urban areas in their counties.

More specifically, SEMCOG needs the FACs, WATS, and SCCOTS to provide SEMCOG with the six items described in the following section.

What Must Each FAC And Transportation Study Committee Provide SEMCOG?

Item #1: Official documentation of committee approval

Each FAC, WATS, and SCCOTS must officially approve their proposed NFC revisions at a committee meeting, then send documentation of the approval vote to SEMCOG. The exact format of the documentation is not important—it can be a formal resolution, a copy of meeting minutes, a letter indicating that the revisions were voted upon and approved, or anything similar.

Although the format of the documentation is not that important, its contents are. Documentation must include the following:

- the name of the committee that approved the proposed NFC revisions;
- the date of the approval vote;
- the final, official list of proposed revisions (the format of this list should match that of the draft list; see item #2 below);
- language indicating that all appropriate road agencies had the opportunity to review the NFC system; and
- language indicating that for each proposed revision, the agency with jurisdiction over the road concurs with the revision.

At the meeting at which NFC revisions are voted upon and approved, it may be helpful to have SEMCOG staff present to answer questions, especially if there are any last minute changes contemplated. SEMCOG staff would also be happy to attend any working session that an FAC or study committee schedules for the purpose of compiling a draft list of revisions.

The deadline for approval of NFC revisions for FACs and study committees is **April 3, 2015**. Approvals earlier in the year would be welcome since SEMCOG needs time to create GIS files, prepare information for the April TCC and Executive Committee meetings, review traffic count data, and begin compiling all of the material that MDOT needs submitted by April 30.

For those committees that choose to approve their NFC revisions via a resolution, sample resolution text can be found on page 14 of this document.

Item #2: Draft list of proposed NFC revisions

Each FAC, WATS, and SCCOTS must compile and forward to SEMCOG a draft list of every proposed NFC revision in their area, encompassing proposed classification changes for all county, city, and village roads. SEMCOG recommends providing the list in spreadsheet format, but no matter the format, the list must include the following for each proposed change:

- City, village, or township name (or names)
- Road name

- “From” limit of change (typically a road)
- “To” limit of change (also typically a road)
- Road segment length, in miles
- Current NFC classification
- Proposed new NFC classification
- Description of the reasons for the revision

The description should be short—about two or three sentences—and address what has prompted a change in the function of the road. The focus should be on the criteria that determine NFC designations. Changes in traffic, the addition or removal of nearby traffic generators, changes in road design, any change that affects accessibility or mobility—this is the type of information that should go into the description. References to funding must *never* appear in the description.

For a change to a route that comprises multiple roads, list each road segment separately. In such a case, the road name, “from” road, “to” road, and segment length would be different for each record, but the current and future NFC classifications, along with the description, would be the same for those records.

The deadline for sending the draft list of NFC revisions to SEMCOG is **one month prior to official committee approval of the revisions**. This gives SEMCOG staff the needed time to review the proposals, suggest corrections where appropriate, and discuss anything unusual with MDOT staff as necessary. SEMCOG’s goal is for the approval process to proceed smoothly at the regional, state, and federal levels; we want to minimize the possibility of MDOT or FHWA rejecting proposed revisions or sending revisions back to SEMCOG and local agencies for more information.

Item #3: Traffic counts for NFC upgrades

For every proposed NFC upgrade, a year-2013 or later traffic count must be entered into the Traffic Count Database System (TCDS). TCDS is a software program that the City of Detroit and each county road agency in the region uses to store and manage the traffic counts that they collect. The software can upload data from all brands of counters commonly in use. SEMCOG pays the annual maintenance fees for the software and periodically downloads each agency’s counts to add to the SEMCOG’s regional database of traffic counts, where the data is used for a variety of planning purposes.

For proposed NFC downgrades, traffic counts are not required. In addition, MDOT maintains a database of traffic counts for that agency’s Non Trunkline Federal Aid (NTFA) program. If a year-2013 or later traffic count already exists in the NTFA database for the road segment with the proposed NFC upgrade, no new traffic counts need to be taken. The database is accessible via a web mapping application at this link:

<http://www.mcgi.state.mi.us/ntfa/>

Since every county road agency has access to TCDS, cities and villages with proposed NFC revisions (other than Detroit) should work with county staff to ensure that traffic count data is collected and entered properly into the software; counts should not be sent directly to SEMCOG staff. The reason that TCDS must be used is because MDOT requires that count data be presented in a special database format called MI-Format, and

SEMCOG staff are developing procedures for efficiently transforming count data from TCDS format to MI-Format.

If a road agency has already taken a year-2013 or later traffic count, and that count is a 24-hour count, that is acceptable. However, going forward every traffic count related to an NFC upgrade should be a 48-hour count. In either case, counts should be weekday counts, not weekend counts.

For short road segments, only one traffic count need be taken. For longer routes, especially those comprised of multiple road segments, multiple traffic counts may be needed to adequately capture the nature of the traffic along the entirety of the route. MDOT has not offered specific rules on this point; judgment is required.

The deadline for entering traffic count data into TCDS is **April 3, 2015**. This gives SEMCOG staff the needed time to properly convert the data into MI-Format as required by MDOT.

Item #4: Two-page worksheet for certain NFC upgrades

All proposed NFC revisions must be listed as described under item #2, but for two special situations, supplemental documentation must also be filled out in the form of a detailed two-page worksheet. The worksheet, which is a MS Word document to be filled out by the agency with jurisdiction over the road, can be found here:

http://www.michigan.gov/documents/mdot/MDOT_Attachment_5_NFC_worksheet_465626_7.docx

The two special situations that require this worksheet are 1) any newly proposed future (un-built) federal-aid route, or 2) any proposed upgrade of an existing road from a lower classification to Other Principal Arterial classification. No other proposed NFC revision requires a worksheet.

Note that in addition to a worksheet, any proposed upgrade to Other Principal Arterial classification requires that NHS-related documentation be filled out (see item #5). Also note that a proposed classification upgrade of any kind requires that traffic count data be collected (see item #3).

The two-page NFC worksheets, if any are needed, are due to SEMCOG at the same time the draft list of NFC revisions is due: **one month prior to official committee approval of the revisions**. This is to give SEMCOG staff time to review the language with MDOT staff to see if it is acceptable.

Item #5: Supplemental documentation for adding a road to the NHS

As described in the *Why Is A Road's NFC Designation Important?* section of this document, if a road is upgraded to Other Principal Arterial classification, it should also be added to the National Highway System. Under federal rules, adding a road to the NHS is a separate process from changing a road's functional classification, and requires filling out additional documentation.

The nature of that documentation is explained in §470.113 of the Code of Federal Regulations (CFR) [<http://www.law.cornell.edu/cfr/text/23/470.113>] as well as in the CFR's *Appendix D to Subpart A of Part 470* [<http://www.law.cornell.edu/cfr/text/23/part-470/subpart-A/appendix-D>], where there are nine criteria that must be addressed for any proposed addition to the National Highway System. To make things easier to understand, MDOT

plans to prepare an example that illustrates how to write up acceptable documentation that addresses these requirements.

Supplemental information for NHS additions is due to SEMCOG at the same time the draft list of NFC revisions is due: **one month prior to official committee approval of the revisions**. This is to give SEMCOG staff time to review the language with MDOT staff to see if it is acceptable.

Item #6: Supplemental documentation for removing a road from the NHS

As described elsewhere in this document, identifying Other Principal Arterial roads that should be downgraded in classification is a major emphasis area for this statewide NFC review, and any proposed revision of this type should be accompanied by a proposal to remove the road from the National Highway System. Just as with additions to the NHS, subtractions are a separate process from changing a road's functional classification, and they require filling out additional documentation.

MDOT's guidance for NHS removals requires addressing numbers 3, 6, 7, and 8 of the criteria listed in *Appendix D to Subpart A of Part 470* of the Code of Federal Regulations [<http://www.law.cornell.edu/cfr/text/23/part-470/subpart-A/appendix-D>]. MDOT's guidance also states that the local agency and MPO should concur, and that the associated NFC change should describe why the route does not function as an Other Principal Arterial—examples could include less traffic, slower traffic, trips that are more local in nature, road design that emphasizes access over mobility, complete streets, context sensitive solutions, etc.

Just as with NHS additions, MDOT plans to prepare an example that illustrates how to write up acceptable documentation to address NHS subtractions. And just as with additions, supplemental information for NHS subtractions is due to SEMCOG **one month prior to official committee approval of NFC revisions**.

One More Resource

Many of the web links referenced in this document can also be found on a central website that MDOT has set up for the statewide NFC review project:

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

Sample NFC Resolution Approval Language

WHEREAS, the **Pine County Federal-Aid Committee** meets to recommend to SEMCOG, the Southeast Michigan Council of Governments, priorities in funding projects on federal-aid roads in **Pine County**;

WHEREAS, National Functional Classification system designations determine which roads are eligible for federal aid;

WHEREAS, National Functional Classification system designations affect National Highway System eligibility, data collection requirements, road design standards, and other planning factors;

WHEREAS all changes to National Functional Classification designations in **Pine County** impact where various federal dollars can be spent in **Pine County** and throughout Southeast Michigan;

WHEREAS the National Functional Classification designations of all county, city, and village roads in **Pine County** have been reviewed by appropriate officials;

WHEREAS each proposed revision to the National Functional Classification system in **Pine County** has the approval of the agency with jurisdiction over the road;

NOW THEREFORE BE IT RESOLVED THAT on **January 5, 2015**, the **Pine County Federal-Aid Committee** recommends the revisions to the National Functional Classification system described in the attached list.

Committee Chair

Date

PAGE LEFT INTENTIONALLY BLANK

CITY OF DEXTERcnicholls@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council Members
From: Courtney Nicholls, City Manager and Shawn Keough, Mayor
Date: January 5, 2015
Re: Discussion of: Proposed Changes to Dexter Area Fire Department Interlocal Agreement

Provided for Council's review is a draft copy of a document with some proposed changes to the Dexter Area Fire Department (DAFD) Interlocal Agreement. It is our understanding that these changes have been adopted by Dexter Township and Webster Township but will not take effect unless they are passed by the City. Council is being asked to review the document and provide comments so our City DAFD representatives can provide comment to the other members of the DAFD Board. No action is recommended at this time.

This document mirrors the format that was used in the draft interlocal agreement that was created by the regional fire committee. A few proposed changes to note include:

- A shift in the representative from two representatives per community with an additional rotating at large member, to three representatives from each community as long as the agreement consists of three parties or fewer. If the membership expands beyond 3 municipalities the number would be decreased to two representatives from each community.
- The document also states that capital equipment debt costs will be split equally between the parties to the agreement, regardless of their allocation formula percentage.
- The document proposes that a call generated at a station that only requires service at that station would not be attributable to a community, but rather would be considered a mutual aid call (i.e. not part of the run based allocation formula).
- The budget would be required to be adopted by the governing bodies of the parties to the agreement if the increase is more than the Consumer Price Index plus 3%.
- It also requires the Chief to prepare and maintain a Master Service Response Plan, which will use a statistical basis to outline anticipated future staffing and equipment and facility needs.

One of the main concerns with the proposed document from the City perspective is that it does not address all of the needed changes to the allocation formula. Though the document does propose a change to the allocation formula to require a five year rolling average of runs, it does not address the concept of taking into account state equalized value and population, which was determined by the regional fire committee to be a necessary component of an equitable allocation formula.

Council member Jim Carson and Mayor Shawn Keough will be representing the City at their first DAFD meeting on January 22, 2015. We are not sure if there will be an opportunity to discuss this draft interlocal at that time, but we want to be prepared if it comes up. Thank you for your help in reviewing this document.

INTERLOCAL AGREEMENT

(Amended)

DEXTER AREA FIRE DEPARTMENT

BETWEEN AND AMONG

VILLAGE OF DEXTER
(a Michigan general law village)

AND

DEXTER TOWNSHIP
(a Michigan general law township)

AND

WEBSTER TOWNSHIP
(a Michigan general law township)

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

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

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

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

The Village of Dexter is authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, The General Law Village Act, 1895 PA 3, MCL 61.1 to 75.12.

As townships, Dexter Township and Webster Township are authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, 1945 PA 246, MCL 41.181 to 41.187, and 1951 PA 33, MCL 41.801 to 41.813.

The Village of Dexter, Dexter Township and Webster Township each seeks to cooperate with the other to further coordinate, enhance, and improve the provision of fire protection and emergency response services and related health or safety services by entering into this amended interlocal agreement.

The Village of Dexter, Dexter Township and Webster Township intend to achieve their goal by continuing their participation in the Dexter Area Fire Department (“**Department**”). Under this interlocal agreement, the Village of Dexter, Dexter Township and Webster Township, each agree that the Department will administer or execute the joint powers, duties, functions, responsibilities, and authority possessed by the Village of Dexter, Dexter Township and Webster Township as necessary to provide efficient and effective fire protection and emergency response services and related health or safety services.

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

ARTICLE I
DEFINITIONS

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

- a) “**Act**” means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- b) “**Agreement**” means this interlocal agreement between and among the Village of Dexter, Dexter Township and Webster Township.
- c) “**Alternate Representative**” means an individual appointed by a Party as an alternate for a Representative under Section 4.04 of this Agreement.
- d) “**DAFD Participant**” means a Party that currently is a participating Public Agency on the Effective Date in the interlocal agreement, as amended, which was originally entered into under the Act to establish the Dexter Area Fire Department and approved on March 26, 1985 by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.
- e) “**Department**” means the Dexter Area Fire Department, a separate legal entity and public body corporate.
- f) “**Department Run**” means the act of the Department responding with 1 or more vehicles and/or personnel to provide Emergency Services within the Service Area.
- g) “**Dexter Area Fire Department**” or “**DAFD**” means the public body corporate and established under an interlocal agreement, as amended, which was originally entered into under the Act on March 26, 1985 by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.
- h) “**Dexter Township**” means the Township of Dexter, Washtenaw County, Michigan, a Michigan general law township.
- i) “**Emergency Services**” means fire protection services, emergency medical services, emergency response, and any Related Emergency Health and Safety Services. Emergency services does not include police protection.
- j) “**Effective Date**” means the later of _____ or the date on which all of the following are satisfied:
 - (i) The Agreement is approved and entered into by the governing body of Dexter Township.
 - (ii) The Agreement is approved and entered into by the governing body of Webster Township.
 - (iii) The Agreement is approved and entered into by the governing body of the Village.
 - (iv) The Agreement is approved by the Governor under Section 10 of the Act.
 - (v) The Agreement is filed with the county clerk of Washtenaw County, Michigan.
 - (vi) The Agreement is filed with the Secretary of State of the State.
- a) “**Fire Board**” means the governing body of the Department described in Section 4.01 of this Agreement.
- k) “**Fire Chief**” means the chief executive officer of the Department selected under Section 4.13 of this Agreement.
- l) “**Fiscal Year**” means the fiscal year of the Department, which shall begin on January 1 of

each calendar year and end on December 31 of the same calendar year.

- m) “**OMA**” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.
- n) “**Party**” means a township or Village that has approved this Agreement and that has not withdrawn from this Agreement.
- o) “**Person**” means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.
- o)p) “**Protected Person**” means a commission, council, board, commission member, council member, board member, officer, supervisor, employee, contractor, or agent of a Party.
- p)q) “**Public Agency**” means that term as defined under Section 2(e) of the Act.
- q)r) “**Related Emergency Health and Safety Services**” means health and other medically-related services rendered in conjunction with the provision of Emergency Services.
- r) “**Representative**” means an individual serving on the Fire Board appointed by a Party.
- s) “**Service Area**” means the geographic territory of all of the Parties as detailed in Exhibit A to this Agreement, and any additional geographic areas inside and outside of the Parties’ geographic territory to which the Department may provide Emergency Services under a contract with a Public Agency other than a mutual or reciprocal aid agreement or compact.
- t) “**SEV**” means state equalized value of all real and personal property as reported to the State Tax Commission and the Washtenaw County Equalization Department on the most recent Form L-4022, and includes any corrections to the Form L-4022 by each Party’s assessing officer made upon closure of the March Board of Review.
- u) “**State**” means the State of Michigan.
- v) “**Transfer Date**” means the date 180 days after the Effective Date.
- w) “**Webster Township**” means the Township of Webster, Washtenaw County Michigan, a Michigan general law township.
- x) “**Village**” means the Village of Dexter, Washtenaw County, Michigan, a Michigan general law village. If the electors of the Village approve the reorganization of the Village as a city under The Home Rule City Act, 1909 PA 279, MCL 117.1 to 117.37, with boundaries of the city coterminous with the boundaries of the Village at the time of approval by Village electors, “Village” shall mean the city organized under the charter approved by the electors.
- ~~x) “**Protected Persons**” was mentioned throughout the agreement and no definition is provided. Include a definition.~~

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

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

ARTICLE II

PURPOSE

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

Draft 2014/05/12

ARTICLE III

CONTINUATION OF THE DEXTER AREA FIRE DEPARTMENT

Section 3.01. Continuation and Legal Status of Department. The Dexter Area Fire Department is established as a separate legal entity for the purpose of administering and executing this Agreement. The Department is a public body corporate with powers granted under this Agreement, the Act, and other applicable law.

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

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

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

Section 3.05. Nonprofit Status. As a governmental instrumentality within this State, the Department may not be operated for profit. No part of any earnings of the Department may inure to the benefit of a Person other than the Parties. It is the intent of the Parties that the Department maintains its nonprofit status.

Section 3.06. Compliance with Law. The Department shall comply with all federal and State laws, rules, and regulations applicable to the Department.

Section 3.07. Relationship of the Parties. The Parties agree that no Party shall be responsible for the acts of the Department or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

Section 3.08. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

Section 3.09. Legal Settlements. The Department shall not be liable for any settlement of any proceeding made without its consent and the Department shall not unreasonably withhold consent.

Section 3.10. Litigation Costs. If a legal proceeding challenges the validity of this Agreement or action or activity under this Agreement and a Party or a Protected Person of a Party is named as a defendant, to the extent permitted by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of the Act, the cost of legal representation for the Party or the Protected Person shall be the responsibility of the Department, payable from funds lawfully available to Department. To the extent permitted by law, and from funds lawfully available to the Department, the Department shall defend, hold harmless, and reimburse a Party or

a Protected Person of a Party from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorneys' fees and costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement, or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that a Party and Protected Persons of a Party will have no liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by a Party. To the extent permitted by law and from funds lawfully available to the Department, if any suit, action, or proceeding is brought against a Party or any Protected Person of the Party, the suit, action, or proceeding shall be defended by counsel as determined by each Party. If the defense is by counsel to a Party, the Department shall pay all reasonable and necessary costs of the defense, including reasonable counsel fees, to the extent permitted by law and from funds lawfully available to the Department. If a Party determines that the Department shall defend the Party or Protected Person of the Party, the Department shall immediately assume the defense at its own reasonable and necessary cost, to the extent permitted by law and from funds lawfully available to the Department. Notwithstanding another provision of this section, if the Department refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Department from defending a Party or a Protected Person, the Party or Protected Person may retain counsel and the Department shall be responsible for the reasonable and necessary costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Department. As used in this section, ~~"Protected Person" means a commission, council, board, commission member, council member, board member, officer, supervisor, employee, contractor, or agent of a Party.~~ The Board would like further discussion on this item and why this section is necessary.

ARTICLE IV

FIRE BOARD AND FIRE CHIEF

Section 4.01. Fire Board. The governing body of the Department shall be a board known as the “Fire Board of the Dexter Area Fire Department” or “Fire Board”. Except as otherwise provided in this Agreement, the Fire Board shall exercise the powers of the Department. The Fire Board shall have the responsibility, authority, and right to manage and direct on behalf of the public the functions and services performed or exercised under this Agreement.

Section 4.02. Composition. The Fire Board shall be composed of voting representatives for each Party appointed as provided in this Article ~~for 4 year terms and one at large Representative appointed by the Board.~~ In addition, the Fire Chief or his/her designee shall be an ex officio, non-voting member of the Fire Board. ~~When the Department consists of 3 or fewer Parties, the governing body of each Party shall appoint 3 individuals to the Fire Board to serve as Representatives, at least one of whom shall be an elected official of each Party. When the Department consists of 4 or more Parties, each party shall appoint 2 individuals to the Fire Board to serve as representatives, at least one of whom shall be an elected official of each party. For the first year each Party must appoint two Representatives for two year terms and one Representative to a four year term. Only in the first appointment will there be a Representative serving a two year term. The Board will also appoint an at large Representative for 2 year terms which will reside in one of the participating municipalities. The at large Representative will rotate amongst each participating Municipality every 3 years.~~ A Representative shall continue to serve until a successor is appointed and qualified. ~~Each~~ The governing body of each Party shall appoint a successor within 30 days after the expiration of each Representative’s term. ~~Representatives may serve successive terms if their Party chooses to appoint them to another term.~~

Formatted: Highlight

Section 4.03. Representative Qualifications. Each Representative shall be a qualified elector residing within the territorial boundaries of the Party appointing the Representative. A Representative shall not be an employee of the Department.

Section 4.04. Alternate Representatives. For each Representative appointed under Section 4.02, the governing body of the Party appointing the Representative may appoint an Alternate Representative to, except as otherwise provided in this Agreement, exercise the duties of the Representative in the place and stead of the Representative if the Representative is absent or is otherwise unable to perform his or her duties. An Alternate Representative shall meet the qualifications for a Representative under Section 4.03. Each Alternate Representative shall be appointed for a term of 1 year.

Section 4.05. Vacancies. In the event of a vacancy in a position of Representative or Alternate Representative, the governing body of the Party appointing the Representative or the Alternate Representative shall fill the vacancy in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Removal. A Representative may be removed from the Fire Board without cause at any time by action of the governing body of the Party appointing the Representative. An Alternate Representative may be removed from the position of Alternate Representative without cause at any time by action of the governing body of the Party appointing the Alternate Representative.

Section 4.07. Officers. The Fire Board shall elect from among the serving Representatives a Chairperson, a Vice Chairperson, a Treasurer, and a Secretary to serve as officers of the Fire Board. The term of an officer of the Fire Board shall be 1 year, or until a successor is elected. The Chairperson of the Fire Board shall be the presiding officer at all meetings of the Fire Board. The Secretary or designee of the Secretary shall be the official custodian of the records of Board. The officers of the Fire Board shall perform duties specified in this Agreement and as otherwise

determined by the Fire Board. Employees of the Department shall assist the officers of the Fire Board in the performance of their duties. If a vacancy arises in an officer position, the Fire Board shall fill the vacancy for the remainder of the unexpired term. An Alternate Representative may not serve as an officer of the Fire Board.

Section 4.08. Officer Absences. In the event of an absence or inability of any officer of the Fire Board to perform the duties of his or her position as an officer, the Fire Board may designate another Representative to temporarily assume the duties of the officer position as an acting officer. But, in the event of the absence or inability of the Chairperson to perform his or her duties as Chairperson, the Vice-Chairperson shall serve as the acting Chairperson.

Section 4.09. Meetings. The first meeting of the Fire Board in each Fiscal Year shall be the annual meeting of the Fire Board. The Fire Board shall hold a regular meeting each month, including the annual meeting, at the time, date, and place determined by the Fire Board. Notwithstanding the foregoing, the Fire Board may cancel not more than two meetings in a calendar year, which meetings shall not be consecutive. Officers of the Fire Board shall be elected at each annual meeting. The Fire Board also may hold special meetings as deemed necessary by the call of the Chairperson or by any 3 Representatives. Meetings of the Fire Board shall comply with the OMA. Public notice of the time, date, and place of Fire Board meetings shall be given in the manner required by the OMA. Notice of meetings of the Fire Board also shall be posted in the locations for the posting of public notices at the principal office of the Department and at the principal office of each Party. The Secretary shall provide a copy of the approved minutes of meetings of the Fire Board to the clerk of each Party within 15 days after approval of the minutes by the Fire Board.

Section 4.10. Quorum and Voting. A simple majority of the Representative positions provided for in this agreement shall constitute a quorum for the transaction of business by the Fire Board, including any Alternative Representatives acting on behalf of a Representative, said majority being physically present. When a quorum is present, the Fire Board may act only by a majority vote of the Representative positions provided for in this agreement, ~~including any Alternate Representatives acting on behalf of a Representative.~~ for clarification purposes a Board of 8 or 97 Representatives must always have a minimum of 54 votes to pass a motion. Each Representative shall have 1 vote, including any Alternative Representative acting for a Representative. Representatives and Alternate Representatives shall only vote in person and shall not engage in proxy voting, or voting by phone, video conference, internet, or any other means other than physically in person.

Section 4.11. Ethics and Conflicts of Interest. The Fire Board shall adopt ethics policies governing the conduct of Representatives, Alternate Representatives, and officers, and employees of the Department. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Representatives, Alternate Representatives, officers, and employees of the Department shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Fire Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

Section 4.12. Compensation. The Representatives and Alternate Representatives may receive compensation for the performance of their duties, if any, as may be included in the approved budget for the Department. A Representative or Alternate Representative may engage in private or public employment, or in any profession or business. Representatives and Alternate Representatives may be reimbursed by the Department for actual and necessary expenses incurred in the discharge of their official duties, as authorized in the approved budget for the Department and approved by the Fire Board.

Section 4.13. Fire Chief. The Fire Board, within 120 days of ratification of this agreement by all parties.—shall appoint a Fire Chief to administer all programs, funds, personnel, facilities, contracts, and all other administrative functions of the Department, subject to oversight by the Fire Board and in compliance with Section 4.14. The Fire Chief shall receive compensation as determined by the Fire Board. All terms and conditions of the Fire Chief’s employment, including length of service, shall be specified in a written contract between the Fire Chief and the Fire Board, provided that the Fire Chief shall serve at the pleasure of the Fire Board, and the Fire Board, following a hearing in front of, and conducted by the Fire Board, may remove or discharge the Fire Chief by a vote of not less than 2/3 of the Representative positions provided for in this agreement, including any Alternate Representatives serving on behalf of a Representative. The Fire Chief shall report to the Fire Board at meetings of the Fire Board and to the Chairperson of the Fire Board between meetings of the Fire Board.

Section 4.14. Fiduciary Duty. The Representatives, Alternate Representatives, and the Fire Chief are under a fiduciary duty to conduct business in the best interests of the Department, including the safekeeping and use of all Department monies and assets for the benefit of the Department.

Section 4.15. Oath of Office. The Representatives, Alternate Representatives, and the Fire Chief, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office under Section 1 of Article XI of the State Constitution of 1963. The oath of office for representatives shall be administered by the Clerk of the Party and a copy filed with the Secretary. The oath of office for the Chief shall be administered by the Secretary. Who gives the oath for DAFD members?

ARTICLE V

POWERS OF THE DEPARTMENT

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

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

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

- a) Make or enter into contracts.
- b) Employ agencies or employees.
- c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements.
- d) Acquire, hold, or dispose of property.
- e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- f) Cooperate with a Public Agency, an agency or instrumentality of the Public

- g) Agency, or another legal or administrative entity created by the Public Agency under the Act.
- h) Form other entities necessary to further the purposes of this Agreement.
- i) Sue and be sued in the name of the Department.

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

- a) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- b) Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- c) Determine the manner in which purchases shall be made and contracts entered into by the Department.
- d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property. (e). Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Department may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Department shall become the property of the Department upon acceptance, except as otherwise agreed by the Department and the grantor. The Department may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.
- e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.
- f) Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against the liabilities.
- g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Parties.
- h) Engage auditors to perform independent audits of the financial statements of the Department.
- i) Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests consistent with an investment policy adopted by the Fire Board.

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

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

Section 5.06. Contracts with Public Agencies. The Department may enter into a contract for

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

Section 5.07. Tax Limitation. The Department shall not levy any type of tax within the boundaries of any Party. Nothing in this Agreement, however, prevents the Parties from levying taxes and assigning the revenue from the taxes to the Department, if otherwise authorized under state law.

Section 5.08. Limitation on Binding Parties. The Department shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party. [??? Clarification.](#)

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

Draft 2014/05/12

ARTICLE VI

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

Section 6.01. Joint Exercise of Power. The joint exercise of power authorized under this amended Agreement shall continue as provided.

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

Section 6.03. Transfer of Assets. In the event another Party is accepted into the Department, the assets of the Party, including, but not limited to, equipment, vehicles, and other personal property related to the provision of Emergency Services, that will be transferred to the Department to support the exercise of common power under this Agreement by the Department shall be detailed in an addendum to this agreement, which shall be titled Exhibit B-1 (B-2, etc for subsequent new Parties). Assets detailed on Exhibit B (initial and subsequent) become the property of the Department on the Transfer Date, free and clear of any right, claim, or interest of a Party or the DAFD. The Parties may advance money to the Department to pay for costs associated with the implementation of this Agreement. After the Effective Date, the Fire Board may accept the transfer of other assets to the Department from a Party.

Section 6.04. Assumption of Liabilities and Obligations. In the event another Party is accepted into the Department, the Department shall not be liable for any outstanding liabilities or obligations of the Party.

Section 6.05. Employees. The Department shall function as the employer of the employees of the Department and have the responsibility, authority, and right to manage and direct the employees. In the event another Party is accepted into the Department, the employees of the Party relating to the exercise of common powers under this Agreement that will be transferred to the Department on the Transfer Date shall be detailed on an addendum to this agreement, which shall be titled Exhibit C-1 (C-2, etc for subsequent new Parties). Employees detailed on Exhibit C (initial and subsequent) become employees of the Department on the Transfer Date. Fire fighters employed by the Department shall comply with the Fire Fighters Training Council Act of 1966, 1966 PA 291, MCL 29.361 to 29.377.

Section 6.06. Real Property. Real property, including, but not limited to, fire buildings and fixtures, owned on the Effective Date by a Party or constructed after the Effective Date by a Party shall remain the real property of the Party. For real property owned by a Party and used by the Department in the exercise of common powers under this Agreement, the Department shall enter into a lease or other agreement with the Party to assist the Party in recouping costs associated with the operation, maintenance, and repair of the real property, including, but not limited to, electricity, water, heating, ventilation, air conditioning, insurance, roofing, eave troughs, garage doors and openers, sidewalks, gardens, and driveways. Costs recouped shall be adjusted based upon the Department's percentage of usage of the real property. For real property of a Party to be used by the Department, a lease or other agreement shall be completed within 90 days following ratification of this Agreement by all Parties. After the date that this Agreement is ratified by all Parties, if a Party desires a new Fire Station that is consistent with the Master Services Response

Plan described in Section 6.07, the Party shall construct the Fire Station at the Party's expense, the Fire Station shall remain the property of the Party, and the Department may enter into a lease agreement with the Party for the use of the Fire Station.

Section 6.07. Master Service Response Plan. Within 12 months following ratification of this agreement by all parties, the Fire Chief shall present a draft Master Service Response Plan ("**Draft Plan**") to the Fire Board. The Draft Plan must use a statistical basis (including, but not limited to, all of the following: population; population density; proximity to schools, core urban areas, and industrial facilities; life expectancy of equipment; response time; and ISO standards of the International Organization for Standardization) to outline anticipated future staffing and equipment and facility needs. Existing staffing levels, equipment and facilities needs must be considered in the formulation of the Draft Plan. The Draft Plan must address coverage of the current population, commercial, and industrial centers within the area served by the Department and anticipated long-range needs, considering areas of projected residential, commercial, and industrial growth in the area served by the Department. The Draft Plan also must consider long-range capital improvement needs for the Department. Not less than 60 days after receiving the Draft Plan, the Fire Board shall either adopt the draft Plan, or return the Draft Plan with comments ("**Returned Plan**") to the Fire Chief. Not less than 60 days after the return of the Returned Plan by the Fire Board, the Fire Chief shall submit a revised draft Master Service Response Plan ("**Revised Plan**") to the Fire Board. Not less than 60 days after the Revised Plan is received, the Fire Board shall adopt the Revised Plan, with or without modifications, as the Master Service Response Plan for the Department. Annually, not less than 30 days after anniversary of the most recent adoption of a Master Service Response Plan by the Fire Board, the Fire Chief shall present a written recommendation to the Fire Board to extend or amend the Plan. The requirements and timelines applicable to an initial Master Service Response Plan apply to subsequent extensions, modifications or approval of a Master Service Response Plan for the Department.

Section 6.08. Acts and Omissions. Except as otherwise explicitly provided in this Agreement, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with a Party and not be transferred, assigned, or assumed by the Department. The Department shall only be liable for its own acts or omissions that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Department.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

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

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

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

Section 7.04. Annual Budget. Each Fiscal Year, the Fire Board shall prepare a proposed operating and capital budget reflecting the projected revenues and projected expenditures of the Department for the next Fiscal Year. The Fire Board also may develop a rolling 5-year budget to assist in planning. The Fire Board shall adopt a proposed annual budget for the next Fiscal Year by the Fire Board in a manner to assure submission of the proposed budget to each Party not later than November 1 of each year. The Secretary, or Board designee, shall be responsible for submission of the tentative budget to each Party. Any budget increase over the preceding Fiscal Year of more than the CPI plus 343% shall require the approval of a majority of the governing bodies of the Parties. The Fire Board shall give final approval of the annual budget for the next Fiscal Year no later than December 31 of each year. As used in this paragraph, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Ann Arbor-Flint Combined Metropolitan Statistical Area as reported by the Bureau of Labor Statistics of the United States Department of Labor.

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

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

Section 7.07. Financial Statements and Reports. The Department shall prepare, or cause to be prepared, at its own expense, annual audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance). The financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, made available to each of the Parties, and posted on a publicly accessible internet website.

~~Section 7.08. Annual Financial Contributions (Option 1).~~ ~~Each year, after first determining projected annual fees, rates, charges, or other revenue payable to or collectable by the Department, the Fire Board shall determine any additional amount of each Party's financial contribution~~

necessary to support the approved Department budget for the ensuing Fiscal Year using a cost-weighted formula based on population, SEV, and historical usage factors, as follows:

a) ~~Population: 30% of each Party's financial contribution shall be allocated among the Parties based on the population of each Party's portion of the Service Area in proportion to the total population of all of the total Service Area of the Department, according to the most recent United States Census Bureau Report, as updated bi annually by the Southeast Michigan Council of Governments.~~

b) ~~SEV: 30% of each Party's financial contribution shall be allocated among the Parties based on the SEV of each Party's portion of the Service Area in proportion to the total SEV of all total Service Area of the Department. Property in a village shall not be included in the SEV of a township for purposes of this paragraph.~~

e) ~~Historical Usage: 40% of each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed three calendar years of report data. However, in the event a new Party is accepted into the Department which Party provides or has provided service, or has contracted for service less than Level 1A, the actual number of Department Runs for the new Party in the 3 preceding years shall be increased by 35% to account for the difference in the service level between the new Party with the lower Service Level and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the new Party being accepted into the Department.~~

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

Section 7.08. Annual Financial Contributions. (Option 2) ~~Each year, after first determining projected annual fees, rates, charges, or other revenue payable to or collectable by the Department, the Fire Board shall determine any additional amount of each Party's financial contribution necessary to support the approved Department budget for the ensuing Fiscal Year using a cost formula based on historical usage factors, as follows:~~

a) **Historical Usage:** Each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed **five** calendar years of report data. However, in the event a new Party is accepted into the Department which Party provides or has provided service, or has contracted for service less than Level 1A, the actual number of Department Runs for the new Party in the 3 preceding years shall be increased by 35% to account for the difference in the service level between the new Party with the lower Service Level and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the new Party being accepted into the Department.

a) **Calls generated at a station that only require service at that station are not attributable to the Party in which jurisdiction the station is located, but shall be considered the same as a Mutual Aid call.**

In applying the cost formula under this section, the Historical Usage data shall use a rolling **five** ~~three~~ (~~3~~) year average.

Section 7.09. Capital Equipment Debt. Capital debt shall be divided equally among the Parties

Formatted: Normal, No bullets or numbering, Tab stops: Not at 0.56"

Formatted: Not Highlight

Formatted: Highlight

Formatted: No underline, Underline color: Auto, Highlight

Formatted: Highlight

Formatted: Highlight

and shall be paid by each party in equal monthly installments as described for payments in Section 7.10.

Formatted: Font: Not Bold

Section 7.1009. Payment of Financial Contribution. Each Party shall pay to the Department not less than 1/12th of its total financial contribution calculated under Section 7.08 for each Fiscal Year no later than the 23rd day of each month of the Fiscal Year.

Draft 2014/05/12

ARTICLE VIII

TERM AND TERMINATION

Section 8.01. Term. Following ratification by all Parties, this Agreement and the Department shall continue for an initial term of 15 years. After the initial term, the Agreement is automatically extended in 10-year increments unless not extended by joint action of all of the Parties. Notwithstanding the term of the Agreement under this paragraph, this Agreement may be terminated before the expiration of a term as provided under Section 8.05 of this Agreement.

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

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

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

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

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

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

ARTICLE IX
MISCELLANEOUS

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

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

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

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

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

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

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

Section 9.08. Resolution of Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If the Parties do not reach a solution within 90 days, then, upon notice by a Party to the other Parties, all disputes, claims, questions, or differences shall, upon mutual agreement of the Parties, be finally settled by arbitration administered by the American Arbitration Association in accordance with the Association's policies and procedures. Any arbitration award shall be final and may be enforced by an order of a court of competent jurisdiction. Each Party shall pay its proportionate share of the costs of arbitration and all of their respective legal and professional fees, regardless of outcome. Arbitration under this clause is optional. Disputes not submitted to arbitration or otherwise resolved by the Parties shall be submitted to the courts of the State in Washtenaw County.

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

Section 9.10. Effective Date. This Agreement is effective on ratification of the agreement by all parties.

This Agreement has been approved by the governing bodies of the Parties and is executed on behalf of the Parties on the following dates:

VILLAGE OF DEXTER

Dated:

By:

(Name), Village Council President
Address: 8140 Main St.
Dexter, MI 48130

DEXTER TOWNSHIP

Dated:

By:

(Name), Township Supervisor
Address: 6880 Dexter-Pinckney Rd.
Dexter, MI 48130

WEBSTER TOWNSHIP

Dated:

By:

(Name), Township Supervisor
Address: 5665 Webster Church Rd.
Dexter, MI 48130

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

Dated:

RICHARD D. SNYDER
Governor

Draft 2014/05/12

EXHIBIT A

DEPARTMENT SERVICE AREA

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

Draft 2014/05/12

EXHIBIT B (Example)
ASSETS TRANSFERRED TO DEPARTMENT

<u>Asset Description</u>	<u>Type of Asset</u>	<u>Transferred by</u>
--------------------------	----------------------	-----------------------

Draft 2014/05/12

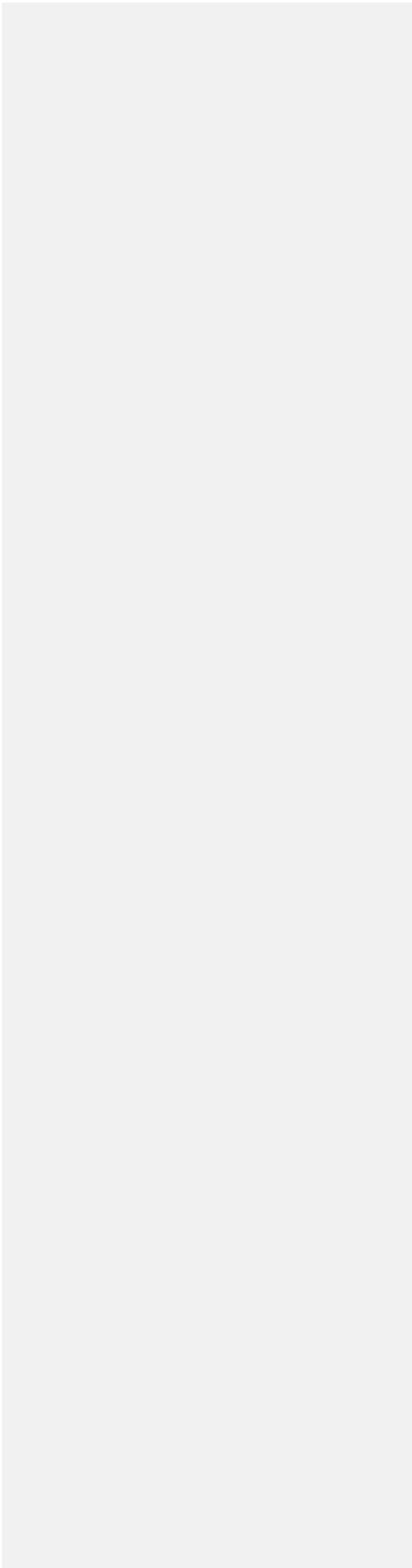


EXHIBIT C (Example)
EMPLOYEES TRANSFERRED TO DEPARTMENT

<u>Employee Name</u>	<u>Title/Position</u>	<u>Pre-Transfer Employer</u>
----------------------	-----------------------	------------------------------

Draft 2014/05/12

EXHIBIT D

EXAMPLE OF PROPOSED COST-WEIGHTED FORMULA

Unit	Population	% Total Pop.
Dexter Twp	6,042	36.76%
Dexter Village	4,067	24.74%
Webster Twp	6,328	38.50%
Total	16,437	100.00%

2010 Census

Unit	SEV	% Total SEV
Dexter Twp	\$342,092,600	35.06%
Dexter Village	\$205,837,200	21.09%
Webster Twp	\$427,843,600	43.85%
Total	\$975,773,400	100.00%

Washtenaw County Report, 2011

Unit	Usage*	% Total Usage
Dexter Twp	866	33.99%
Dexter Village	838	32.89%
Webster Twp	844	33.12%
Total	2,548	100.00%

Actual data from 2008, 2009 and 2010

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

Weight per factor

30% 30% 40%

Unit	Population	SEV	Usage	Total
Dexter Twp	11.03%	10.52%	13.59%	35.14%
Dexter Village	7.42%	6.33%	13.16%	26.91%
Webster Twp	11.55%	13.15%	13.25%	37.95%
Total	30.00%	30.00%	40.00%	100.00%

Sample Budget \$1,300,000

Unit	Sample Budget Allocation
Dexter Twp	\$456,820
Dexter Village	\$349,830
Webster Twp	\$493,350
Total	\$1,300,000