

G. NON-ARRANGED PARTICIPATION:

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

H. COMMUNICATIONS:

1. MML Action Alert-Annexation Package 2-12-08 **Page# 7-8**
2. WCRC Project List 2-19-08 **Page# 9-10**

I. REPORTS:

1. Community Development Manager-Allison Bishop **Page# 11-12**

2. Board, Commission, & Other Reports- "Bi-annual or as needed"

Assistant Village Manager
Dexter Area Chamber
DAHS&M Gordon Hall Mgmt Team Representative
Downtown Development Chair
DAFD Representative
Farmer's Market Representative
HRWC Representative
Library Board Representative
Planning Commission Chair
Parks Commission Chair
Tree Board Chair
WATS Policy Committee Representative-Jim Carson
WAVE, Representative

Page# 13-14

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

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3. Subcommittee Reports
 - Facility Committee- Update from 2-19-08 **Page# 15-16**
 - Mill Pond Park Planning Team 2-18-08 **Page# 17-24**
 - Utility Committee- None

4. Village Manager Report **Page# 25-26**

5. President’s Report **Page# 27-28**

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$355,256.28**
Page# 29-36

2. Consideration of: Request from Knights of Columbus, Dexter Council No. 2959 to conduct their Tootsie Roll Drive on March 14th, 15th and 16th on the sidewalks of the Village.

Page# 37-38

K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update
 - Property Quit Claim Update
 - Permit Conditions Update

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: A proposal from OHM to complete the Boundary Survey in connection with the City Incorporation process.
Page# 39-42

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2. Discussion of: Agreement of Purchase and Sale and Option to Purchase, relating to the Mill Creek Terrace Project

Page# 43-62

3. Discussion of: Response from MDEQ regarding the Sanitary Sewer Capacity and proposed next steps.

Page# 63-68

4. Consideration of: Accept resignation of Deanna Steffey for the Park Board

Page# 69-70

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

MOTION TO GO INTO CLOSED SESSION: To discuss Union Negotiations and property acquisition. Closed Session is requested in accordance with the Open Meetings Act, MCL 15.268 sec. 8(d).

O. ADJOURNMENT:

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

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**TOWN HALL MEETING MINUTES
THURSDAY, FEBRUARY 7, 2008
7:00 p.m. to 9:30 p.m.
THE VILLAGE OF DEXTER
VILLAGE COUNCIL**

AGENDA 2-25-08
ITEM C-1

Informal Meeting of the Village Council – No Action Was Taken

Topics discussed at the Town Hall Meeting:

- Selling of Village property at Forest and Jeffords to allow for the building of Mill Creek Terrace
 - o Purchase Price / Size of Building / Potential Parking Issues
- Village facility issues / use of bond money
- Village's relationship with Ann Arbor SPARK
 - o Potential expansion of industrial park through 425 Agreement with Scio
- Extension of sidewalks in the Village including Baker Road and Dexter-Ann Arbor near the schools
 - o Improvements to Dexter-Ann Arbor and DDA Streetscape of Baker
 - o Explanation of Capital Improvement Plan (CIP)
- Main Street Bridge/Dam Removal project
 - o Timing / Traffic Flow
- Phase 2 – Railroad Viaduct Project Update
 - o Explanation of funding issues
 - o Importance of regionalizing the issue
- Bates Farms and the 1981 Promulgation of Annexation Policy
- Wallace Building occupancy
- Cityhood status

Respectfully Submitted:
Courtney Nicholls
Assistant Village Manager

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 11, 2008

AGENDA 2-25-08
ITEM C-2

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL: D. Fisher P. Cousins S.Keough
J. Semifero J. Carson R. Tell
J. Smith

C. APPROVAL OF THE MINUTES

Regular Council Meeting Minutes- January 28, 2008

Motion Semifero, support Cousins to approve the minutes with the change in New Business, Item 12 D.B.H. means diameter at breast height.

Ayes: Cousins,Fisher,Smith,Semifero,Tell,Carson.Keough.
Nays: none
Motion carries

D. PREARRANGED PARTICIPATION

none

E. APPROVAL OF THE AGENDA

Motion Carson, support Smith to approve the agenda as submitted.

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

F. PUBLIC HEARINGS

General Code of Ordinances-Snow Ordinance Amendment

Action: Consideration of: proposed amendment to approve Chapter 46 of the Village's General Code of Ordinances, Division 3, Section 46-77 and 46-79

Public hearing open at 7:37

Jeff Peters of 3452 Central expresses 100% support of the Council.

Public hearing closed at 7:39

Motion Semifero, support Fisher to approve the proposed amendment to Chapter 46 of the Village's General Code of Ordinances, Division 3, Section 46-77 and 46-79.

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

Nays: none

Motion carries

G. NON-ARRANGED PARTICIPATION:

none

H. COMMUNICATIONS:

1. Ann Arbor News article regarding left-turn signal changes

I. REPORTS

1. Subcommittee report
Facility Report- none
Utility Report- minutes from 1-24-08
2. Village Manager Report
Mrs. Dettling submits her report as per packet
3. President's Report
Mr. Keough submits his report as per packet

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$76,548.18

Motion Fisher, support Smith to approve the consent agenda as presented.

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

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of : Main Street Bridge Project- Phase 2 funding update
property agreement
MDEQ permit- issued 2-1-08
permit conditions
URS- sediment agreement doc.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: request from the Park Commission for a FY 2007/08 budget amendment for the completion of park development at Community Park.

Motion Semifero, support Fisher to approve the request from Parks Commission for a budget amendment for the completion of park development at community park with funds from the restricted park fund, 101.000.000.004.001 \$9,810

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

Nays: none

Motion carries

2. Consideration of: Adoption of a resolution authorizing Downtown development bonds, series 2008A (limited tax general obligation) (taxable) not to exceed \$1,600,000

Motion Fisher, support Smith to approve the adoption of the resolution authorizing Downtown Development bonds, series 2008A (limited tax general obligation) (taxable) not to exceed \$1,600,000

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

Nays: none

Motion carries

3. Consideration of: Resolution authorizing Downtown Development Bonds, Series 2008B (limited Tax General Obligation) in the amount of \$2,000,000

Motion Cousins, support Semifero to approve the resolution authorizing Downtown Development Bonds, Series 2008B (limited Tax General Obligation) in the amount of \$2,000,000

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

Nays: none

Motion carries

4. Discussion of: Request from Scio Township to participate in a Western Regional Police Study.

Motion Cousins, support Fisher to approve the Village President and other Council members to respond to Mr. Nielsen's e-mail regarding public safety issues and specifically the two questions contained in the e-mail citing forming a police dept.

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

Nays: none

Motion carries

5. Consideration of: Formula Prohibitions a.k.a. Form Based Zoning.

Motion Semifero,support Carson to send information re: Formula Prohibitions to the Planning Commission for review and recommendations.

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

Nays: none

Motion carries

6. Consideration of: Recommendation to contract with Rodwan Consulting Co. to complete the Other Post Employment Benefits (OPEB) valuation at a cost not to exceed \$4,800

Motion Cousins, support Carson to approve the recommendation to contract with Rodwan Consulting Co. to complete the Other Post Employment Benefits (OPEB) valuation at a cost not to exceed \$4,800

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

Nays: none

Motion carries

7. Consideration of: closed session re: union negotiations

Motion Tell, support Carson to enter closed session at 9:47

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

Nays: none

Motion carries

8. Consideration of: exit closed session

Motion Cousins, support Fisher to exit closed session at 10:45

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

Nays: none

Motion carries

M. COUNCIL COMMENTS

- Tell no
- Fisher town meeting was good
- Smith newsletter was after town meeting
- Boyle no
- Cousins town meeting good
Rotary event, art, food, wine at North Point
- Carson no
- Semifero for future meetings, closed session after M. Council comments
Mill Pond Park meeting Feb. 12th
Joe Nowak, Wireless internet (wireless.ypsi.com)

N. NON-ARRANGED PARTICIPATION

none

O. ADJOURNMENT

Motion Fisher, support Smith to adjourn at 10:48

Unanimous voice vote

Cheerfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

Donna Dettling

From: MML Legislative Link [LEGISLATIVELINK@LISTSERV.MML.ORG] on behalf of Andrea Messinger [amessinger@mml.org]

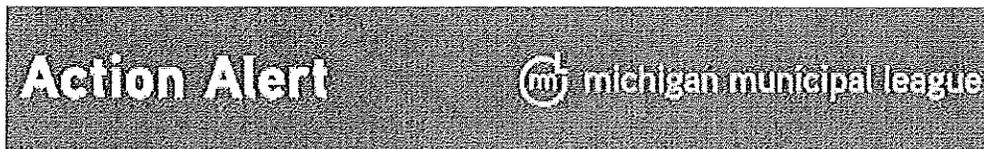
Sent: Tuesday, February 12, 2008 4:03 PM

To: LEGISLATIVELINK@LISTSERV.MML.ORG

Subject: MML Action Alert - 2/12/2008

Importance: High

AGENDA 2-25-08
ITEM H-1



Annexation Package up for Vote, Contact your Senator Today!

The Senate Natural Resources Committee, and possibly the entire Senate, will be taking up SBs 1078-83 which would make annexation much more difficult for cities and villages.

The same legislation that passed in 2001 and 2003 (but died at the end of both sessions), these bills only address annexations in areas with less than 100 citizens. They would:

- Require that any proposed annexation be voted on by the citizens in the affected area, the entire city, and the entire township - taking the decision out of the hands of the Boundary Commission.
- Create new lengthy timelines that would greatly delay the annexation process and cost Michigan jobs.

These bills would hurt city and village growth and stifle economic development (needed by businesses who want to locate on our borders to use our services).

This legislation is an overly broad approach to solve one problem happening in one urban township. The League has indicated a willingness to address the specific issue in a more targeted way.

Please ask your senator to oppose hurting economic development and jobs in your community by voting against SBs 1078-83.

The League has a new online tool to assist you in contacting your legislator; the entire process takes approximately two minutes. Just click the link below to enter your information and email a message to your senator. Although the League provided suggested text, we encourage you to add comments and local examples prior to sending the message.

Click this link to contact your senator: <http://capwiz.com/mml/issues/alert/?alertid=10978541&type=ST>

Thank you for your assistance in working to defeat this legislation. Please contact Andy Schor on League staff with any questions or concerns.

AGENDA 2-25-08

ITEM M-2

WCRC / Emergency Services Meeting

February 19, 2008

9 AM

Jackson Road Phase III, Lowes store to Dino Drive (west of Baker Road)

Boulevard construction, Scio Township

Primary: Sheryl Siddall

siddalls@wccroads.org

Office: 734-327-6687

Cell: 734-845-1847

Alternate: Aaron Berkholz

berkholza@wccroads.org

Office: 734-327-6682

Cell: 734-845-1915

Site Inspectors:

Jason Knight

Office: 734-327-6681

Cell: 734-845-1883

Paul Heinrich

Office: 734-327-6677

Cell: 734-845-1882

Main Street Bridge over Mill Creek (west end of the Village of Dexter)

Bridge reconstruction, Scio Township / Village of Dexter

Primary: Aaron Berkholz

berkholza@wccroads.org

Office: 734-327-6682

Cell: 734-845-1915

Alternate: Sheryl Siddall

siddalls@wccroads.org

Office: 734-327-6687

Cell: 734-845-1847

Site Inspector: Dan Heath

Office: 734-327-6686

Cell: 734-845-1881

Delhi Road Bridge over the Huron River (near the Delhi Metropark)

Bridge rehabilitation (bridge is currently closed), Scio Township

Primary: Kelly Jones

jonesk@wccroads.org

Office: 734-327-6647

Cell: 734-845-1857

Alternate: Aaron Berkholz

berkholza@wccroads.org

Office: 734-327-6682

Cell: 734-845-1915

Site Inspector: Chet Brzys

Office: 734-327-6645

Cell: 734-845-1886



VILLAGE OF DEXTER - PARKS COMMISSION

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

Memorandum

To: Village Council
 From: Parks Commission
 Re: NON CIP FY 08-09 BUDGET REQUESTS
 Date: February 25, 2008

On February 19, 2008 the Parks Commission met to discuss parks budget needs for FY 08-09. The Parks Commission moved to recommend that Council consider the following budget amounts when adopting the FY 08-09 budget.

The following is a list of necessary budget items to maintain the quality and upkeep of the Village's parks and recreation.

FY 2008-09 –

- General Landscaping (annuals/planting bed maintenance) and Equipment Maintenance (bench, trash can repairs) \$1000 per Park \$7000.00
 - Equipment Purchases (benches, trash cans, etc.) \$500 per Park \$3500.00
 - Miscellaneous Expenses (printed materials/maps)/Workshops \$1000.00
 - Community Park Path Seal coat \$5000.00
 - Gazebo Repairs (Monument Park and Lions Park) \$3000.00
- TOTAL \$19,500.00**

Bi Annually –

Woodchip Replacement \$5000.00

Long Term –

Warrior Creek Bike Rack \$1000.00
 First Street Park fencing \$1000.00

TOTAL \$2000.00

Memorandum

AGENDA 2-25-08

ITEM I-2

OHM

Engineering Advisors

Date: February 14, 2008

To: Donna Dettling, Village Manager

CC: Jim Carson, WATS Policy Committee Representative

From: Rhett Gronevelt, P.E.

Re: WATS Tech Committee Meeting Summary – February 6, 2008

Donna-

Attached to this memorandum is a copy of the Agenda for the 2/6/08 WATS Technical Committee meeting that I attended on behalf of the Village of Dexter. The following a brief summary of relevant items discussed at the meeting. The meeting lasted from 9:30 – 11:30, and covered many topics, so I have highlighted items I thought most relevant to the Village, the meeting minutes will be forwarded once received from WATS.

- The 2006 Transportation Profile will be delivered to WATS and shared through committee by April. This will form the basis for a future update to the Long-Range Plan for WATS. Any comments from communities are welcomed.
- There was a handout for a Transportation Asset Management meeting in Lansing. I plan to attend. The requirements for communities receiving Federal-Aid to have pavement management programs and eventually asset management are increasing. This maybe something for future consideration by the Village.
- Elizabeth Riggs from the HRWC presented a report that HRWC did on the Impacts of Transfer of Development Rights. The "Harvest Valley" property in Scio Township was used as one of the examples studied in the report. The report can be found at :
http://www.hrwc.org/plan/tdr_finalreport.pdf
- The 2008 - 2011 TIP was officially approved (2/5) by SEMCOG. This was necessary to solidify all funding, including the Dexter Ann Arbor Road project.
- WATS staff gave a report about the split of federal funding between roads, non-motorized, and transit. The latest targets set by the Policy Committee in 10/17/06 was 80/10/10 respectively.

Memorandum



The report showed that targets were not being met, and discussion pursued about the reporting procedures and the intention of the Policy. It was agreed that the Task Force should meet again this year to discuss the way in which the data is tracked, and the results.

- The 2009 Safety project applications were prioritized and minor changes approved. These will be forwarded to SEMCOG.
- I gave a brief update to the committee on the status of the transportation projects upcoming in the Village.
- I would like to discuss strategy with you for considering other future projects that we might consider applying for State or Federal transportation funds.

**FACILITY COMMITTEE MINUTES
TUESDAY, FEBRUARY 19, 2008
THE VILLAGE OF DEXTER**

AGENDA 2-25-08
ITEM I-3

Present: President Keough, Trustee Smith, Village Manager Dettling, Assistant Village Manager Nicholls

Committee reviewed the Facility Committee Site Analysis dated August 9, 2007.

Discussion was held regarding the goals of the facility acquisition and whether the Village is seeking a long-term or short-term solution.

Committee recommends that an executive session be held on February 25, 2008 to discuss potential purchase of property for Village Offices.

Respectfully Submitted:
Courtney Nicholls
Assistant Village Manager



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

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

AGENDA 2-25-08

ITEM I-3

Memorandum

To: Village Council
Donna Dettling
From: Allison Bishop, AICP, Community Development Manager
Re: Mill Pond Park Planning Team
TITLE WORK
Date: February 25, 2008

The Mill Pond Park Planning Team met again on Monday, February 18, 2008 to continue discussions regarding the future redevelopment of the Mill Pond following the removal of the Main Street dam.

The team has met 4 times and has established the limits of the project and is working towards providing a recommendation to Council on how to proceed. A map has been included showing the project limits.

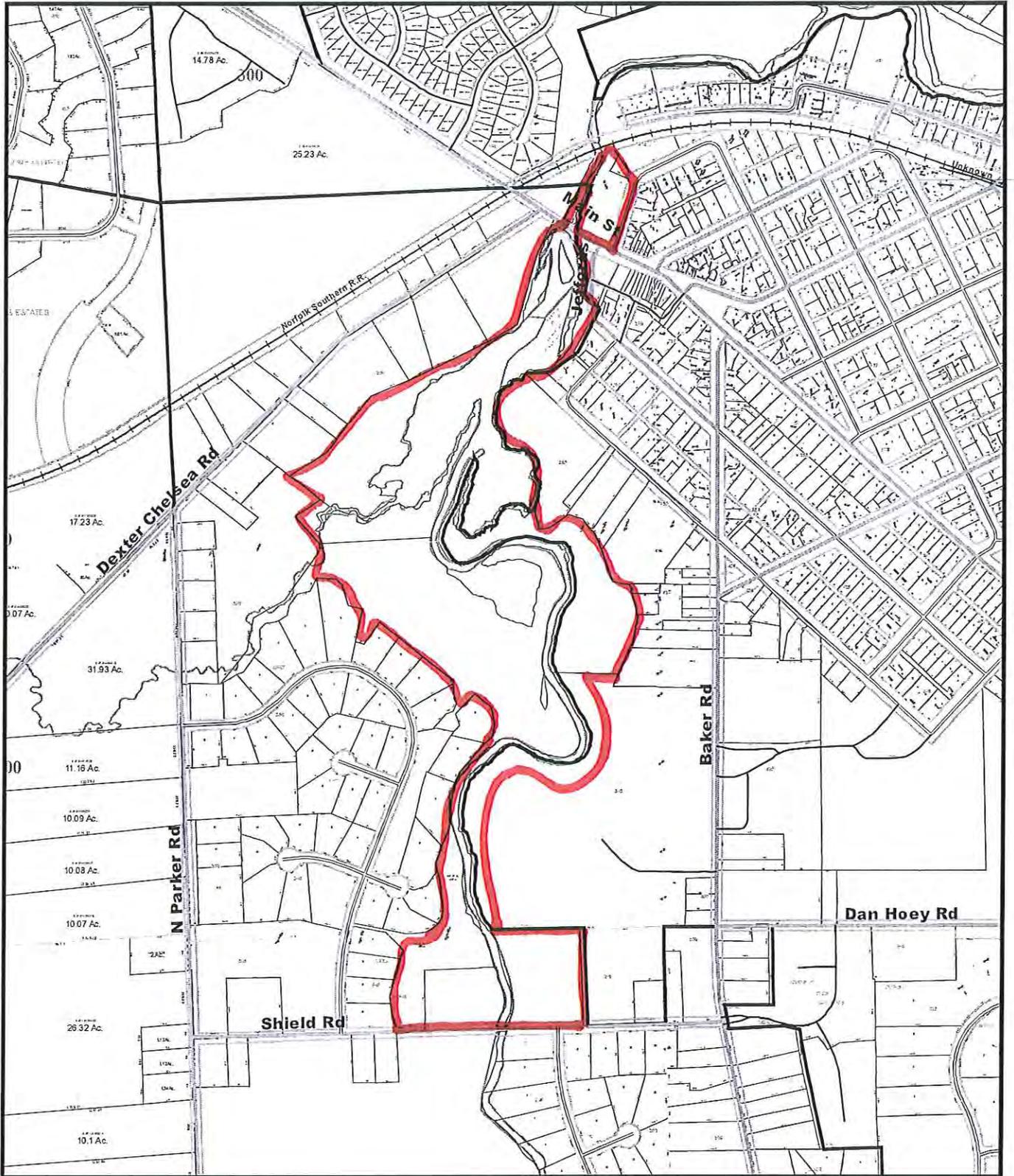
In order to proceed with the project the team will contract for title work so that the Village understands the property ownership issues within the project limits. Based on the resolution passed by Council funding may be authorized by the Village Manager. The team anticipates that the necessary title work will not exceed \$5,000. The team will be requesting title commitment work and chain of ownership information be provided by a qualified professional for the properties within the project limits.

The team will use this information to work with property owners in and around the proposed project area. The information will also help consultants understand the complications of the project, if any. The information will help the Village and the team understand if there are property acquisitions that need to be considered as part of the project.

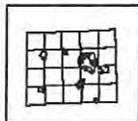
For your information the minutes from the last meeting are attached.

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

Thank you.



Location Map



1 inch equals 831.8 feet



Geographic Information System

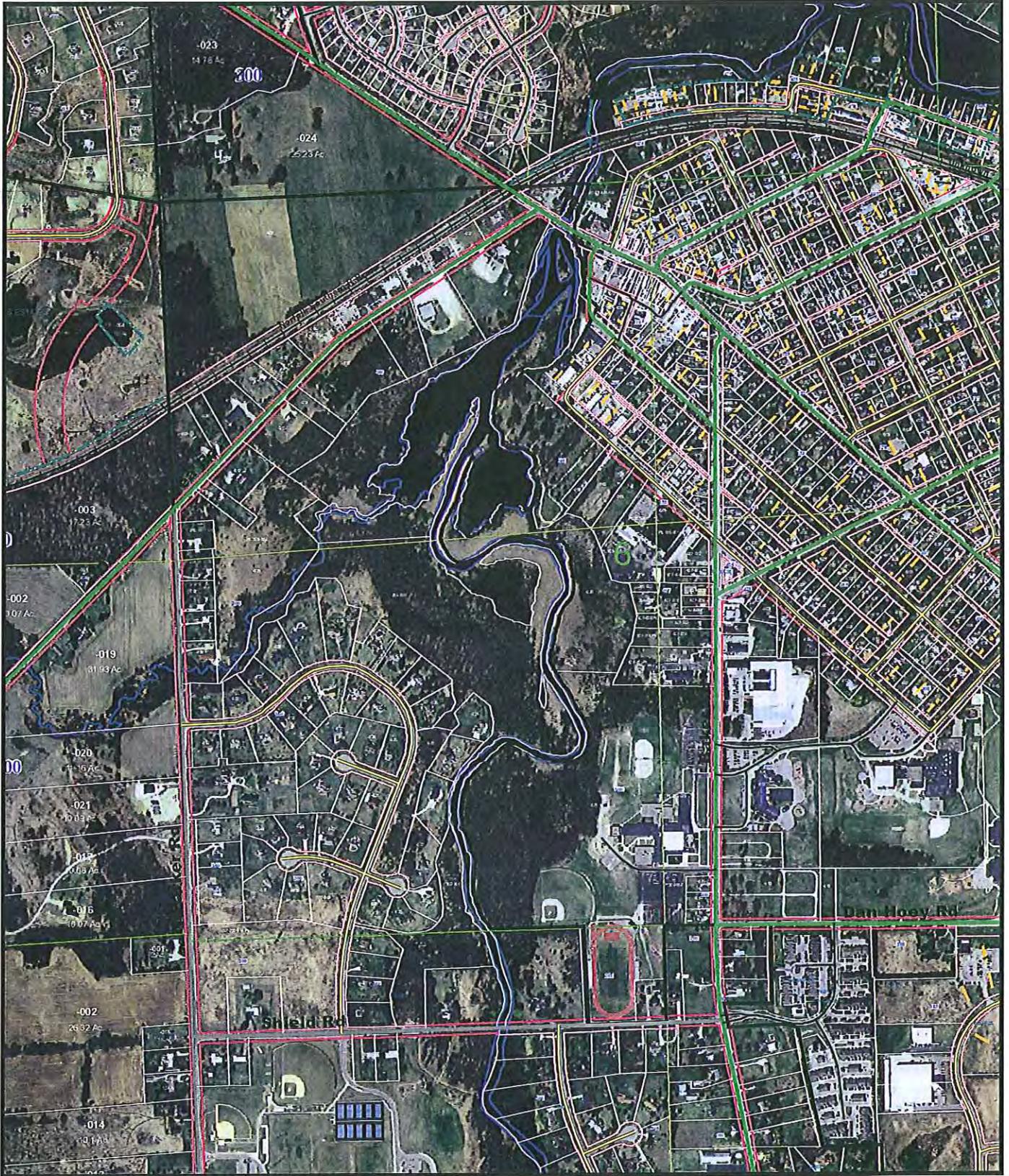
The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from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

NOTE: PARCELS MAY NOT BE TO SCALE

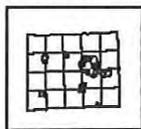
GIS Map Print

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

Date Printed: 02/20/2008



Location Map



1 inch equals 831.8 feet



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

NOTE: PARCELS MAY NOT BE TO SCALE

GIS Map Print

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

Date Printed: 02/20/2008

RESOLUTION # 28-2007
RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE MILL POND PARK –
CONCEPT PLANNING COMMITTEE

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Jim Seta on October 8, 2007 at 7:30 p.m. the following resolution was offered:

Motion by Fisher Support Carson

WHEREAS, Village Council has expressed a desire to establish a Mill Pond Park – Concept Planning Committee, and

WHEREAS, the Mill Pond Park – Concept Planning Committee members shall be appointed by Village Council:

NOW THEREFORE BE IT RESOLVED, that the Mill Pond Park – Concept Planning Committee be created to act within the following parameters:

1. This Committee will provide a single distinct channel for any and all ideas, historic and new, relative to the Mill Pond redevelopment to be shared and researched.
2. The overall goal will be to use this open information exchange to create a redevelopment plan that takes into account storm water, aesthetic, recreational, ecological and financial objectives.
3. Any funding required must be requested through the Village Manager who will determine availability.

BE IT FURTHER RESOLVED, that the individuals listed below be appointed to the Mill Pond Park – Concept Planning Committee

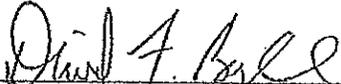
Parks Commission Representative	Alan Green
Parks Commission / Council Representative	Joe Semifero
Planning Commission Representative	Scott Bell
Planning Commission Representative	Thomas Phillips
Downtown Development Authority Representative	Dan O'Haver (Gary VanderHagen – Alternate)
Village Staff Representative	Allison Bishop
Member at Large	Paul Cousins

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

Nays: None

Absent: None

I certify that the above Resolution was adopted by the Village of Dexter on October 8, 2007.



David F. Boyle, Village Clerk

Mill Pond Park Planning

February 18, 2008

Minutes

The meeting was called to order at 7:00pm at the Village Offices.

Attendance: Semifero, Green, Bell and Bishop

Citizen comments. There were no citizens wishing to comment.

Old Business

1. Project Scope and Vision was discussed. Information provided in packet was briefly reviewed. Item will be discussed in detail at next meeting to further narrow form/function and goals of park redevelopment.

An update on the gas station/Jeffords parcel (-047) was provided by Semifero.

2. Priorities for Park Development. Information in packet was briefly reviewed. Item will be discussed in detail at next meeting.

It was discussed that Title Commitments for properties along project area/limits must be completed. Information will be necessary for a consultant to design project and for Village to determine what can and cannot be done with the project/vision.

Identify stakeholders. It is important to involve stakeholders so that we can inform them of the vision throughout the planning process. Bishop will create a draft list of stakeholders to be invited to an information meeting further along in the planning/visioning process. A meeting with stakeholders will be scheduled once we have a general idea of the vision for the park.

The team discussed public participation. How to involve the public. When to involve the public. How to educate the public about the process and how

discussions are made. It was determined that a public meeting will be held later in the process once a better vision and goals have been established and a consultant has become involved.

-Moved Semifero, support Green to request that Council authorize funding not to exceed \$10,000 for the Mill Creek Planning Team to obtain title commitments and chain of ownership information for the project limits of the Mill Pond Park redevelopment.

-Motion Carried

3. Photos/image collection. Photos that were gathered were shared. Green will create a database for the photos online. Comments can be posted about photos.

New Business

1. Project Team Structure and Meeting Rules. A chairperson/contact person is necessary. Bishop will serve as secretary.

-Moved Bell, Support Semifero to have Green serve as Chairperson of the Mill Pond Planning Team.

-Motion Carried

2. Process Steps. The following list will be the general process that the team hopes to follow.
 - (a) Establish consensus of function/goals for the Mill Pond Park. (February 26, 2008)
 - (b) Contact consultants/RFQ's (RFQ's due March 7, 2008 at 5:00pm)
 - (c) Select a short list of consultants to interview/presentations (March 11, 2008 meeting)
 - (d) Update function/goals, review map, if necessary
 - (e) Schedule a stakeholders meeting
 - (f) Review stakeholder comments
 - (g) Team selection of a consultant
 - (h) Recommend to the Village Council to involve a consultant

- (i) Village Council action authorizing team to work with a consultant
- (j) Work with consultant on project vision and application for funding

3. Meeting Calendar. Next meeting will be Tuesday, February 26, 2008 at 7:00 pm at the Village Offices. The following meeting will be March 11, 2008 at 7:00 pm at the Village Offices.

Citizen comment. There were no citizens wishing to comment.

Proposed Business for next agenda – Review function/goals provided by Green dated December 18, 2007.

-Motion Bishop, support Bell to adjourn at 9:05 pm.

Respectfully submitted

Allison Bishop, Community Development Manager

Filing Approved

AGENDA 2-25-08

Manager Report

February 25, 2008

Page 1 of 1

ITEM I-4

ddettling@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: February 25, 2008
Re: Village Manager Report

1. Meeting Review:

- February 6th – MEDC Robert Wilson re: CDBG RL Program
- February 7th – Teamsters, Labor Negotiations
- February 11th – OHM Project Updates
- February 12th – Staff Meeting
- February 14th – Met with DCS, Mary Marshall & Dave Laflere
- February 14th – Teamsters, Labor Negotiations
- February 14th – DDA Meeting, rescheduled
- February 15th – DDW Police Services Meeting
- February 15th – Met with Dan Schairbaum re: Schulz Development documents
- February 18th – URS & WCRC, re: Permit Conditions
- February 19th – WCRC Meeting re: WCRC Project Update
- February 19th – Met with Randy Willis re: DDA project
- February 19th – Facility Committee
- February 20th – Liberty Title re: Close property purchase

2. Upcoming Meeting Review:

- February 21st – DDA Meeting
- February 22nd – Sergeant Gieske
- February 26th – OHM and BRi re: Jeffords Project

3. Third Street Project Update. Nine bids were opened February 19, 2008, and the apparent low bidder was Florence Cement Company out of Shelby Township. The bids ranged from \$370,000 to \$525,000 for the entire length of Third Street. A formal bid award will be on the March 10, 2008 agenda. For additional information, OHM posted the bid information on their web site.

4. MEDC Meeting Update. Staff met with Robert Wilson from the Michigan Economic Development Corporation regarding the Community Development Block Grant, Revolving Loan Program. Mr. Wilson offered an option that he would not guarantee would be successful, but felt the effort would be worthwhile. He suggested the Village submit paperwork to convert the 1995 \$135,000 and the 1998 \$180,000 Revolving Loans into Grants. He felt this would protect the Village from future challenge from the State to return or assign these funds to the State. He also suggested that if we were successful it would provide maximum flexibility to the village on the use of these funds in the future. If the request to convert these loans into grants is not approved, the village will need to work through the Use Plan and qualify the funds for a project acceptable to the State. Mr. Wilson commented that this is a viable plan B to protect the funds, but cautioned that the village will not have much latitude on how projects can be qualified. He also warned that once a project is qualified there are a number of requirements that must be met, for example completion of Environmental Assessment, SHPO requirements, Davis Bacon requirements and ongoing reporting requirements.

5. DDW Police Services Meeting Update. As a follow-up from the October 29, 2007 joint meeting held with Undersheriff Mahoney and Webster and Dexter Townships to discuss County contracts for Police Service and the arrangement between Dexter Village, Dexter and Webster Townships, the DDW group met again on February 15, 2007. Undersheriff Mahoney provided additional staffing scenarios for the 8 PSU's vs. 7 PSU's vs. 6 PSU's but asked that another meeting like the one in October be held to evaluate the information with the bigger group. Currently Webster Township is working with the County Parks Department to consider adding minimal service to Independence Lake area to equalize the financial participation level between the 3 entities to 33%. The Sheriff Department will be working with Webster Township and County Parks in March to evaluate this possibility. The DDW group will get together after that to discuss this possibility and review language for a written agreement between the 3 municipalities. In April or May, Undersheriff Mahoney wants to assemble the larger group to discuss staffing scenarios as well as other Police Services concerns. He suggested a Saturday work session for this purpose.

6. 5th Well Update. The 24-hour pump test on the 12" test well was completed on Monday, February 18th. Per Dan Whalen the preliminary data is good. Mr. Whalen will complete the report within the next two weeks and submit it to the DEQ. He plans to attend one of the meetings in March to go over the report with Council. The DEQ could take between 30 to 90 days to complete their evaluation and report back to the Village. Once (if) we receive a positive response from the DEQ a joint meeting with the Dexter Community Schools will be held. The soonest we could meet would probably be the second meeting in May.

Donna Dettling

From: Keough, Shawn [SKEOUGH@WadeTrim.com]
Sent: Tuesday, February 19, 2008 6:42 AM
To: Donna Dettling
Subject: President's Report for 2/25/2008 Council Meeting

Hello Donna - Please include this update in the Council Packet for the February 25, 2008 Village Council Meeting.

Activities Since February 11, 2008 Meeting

February 13, 2008 - Spoke with Paul McCann, Dexter Library - status of project, his plans for the existing building

February 14, 2008 - DDA meeting (postponed due to lack of a quorum)

Planned Activities the Week of February 18th and Beyond

February 18, 2008 - Meeting with WCRC to Review MDEQ Permit conditions for Main Street Bridge Project (with Jim Carson, Donna Dettling and Courtney Nichols)

February 19, 2008 - Facility Committee Meeting (with Jim Smith, Donna Dettling and Courtney Nichols)

February 20, 2008 (tentative date) - Close on gas station property with Donna Dettling

February 21, 2008 - DDA meeting - postponed from February 14th due to lack of a quorum

Filling the Open DDA Seats - I have also been focusing some attention on finding people to recommend for appointment to the DDA. We have 3 open positions and as this past meeting showed, we sometimes struggle to have a quorum. I am making this a priority and already have one person in mind and will be meeting with another in the near future.

Main Street Bridge Roles and Responsibilities - We will be setting up a meeting in the next few weeks to discuss roles and responsibilities for the Village and WCRC as they relate to the Dam Removal and the Main Street Bridge project. There has been very good cooperation on this project between the WCRC and the Village and we want to make sure that continues during the project.

I will be happy to provide a more detailed update at the upcoming meeting. As always, please contact me if you have any questions ahead of time.

Thank you,

Shawn

VENDOR APPROVAL SUMMARY REPORT

Date: 02/20/2008

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Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
1ST AYD CORPORATION	FIRST AYD	SUPPLIES	501.33	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	868.00	0.00
ANGELO'S SUPPLIES, INC.	ANGELO S	PARTS	389.70	0.00
ANN ARBOR NEWS	A2 NEWS	TOWN HALL MEETING	160.02	0.00
AT&T	AT&T	734 0375 438 5	177.57	0.00
BARNSTEAD INTERNATIONAL	BARNSTEAD	SPRING EXTEN .380DX5.25 SS	85.96	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COVERAGE PERIOD 3/1/08-3/30/08	14,047.60	0.00
BS&A SOFTWARE	BS&A SOFTW	TAX PROGRAM	570.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WWTP	12.75	0.00
CHARLIE'S SEWER & DRAIN CLEANI	CHARLIE'S	7715 FOREST	288.75	0.00
CINTAS CORPORATION	CINTAS	WWTP	912.64	0.00
COMCAST	COMCAST	DPW	86.48	0.00
COMFORT ZONE MECHANICAL	COMFORT ZO	8140 MAIN	256.29	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	NO LEAD	2,222.36	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	COVERAGE 03/01/08-03/31/08	233.40	0.00
DETROIT DOOR & HARDWARE	DETROIT DO	LIFTMASTER # 363 REMOTE	480.00	0.00
DEXTER AREA FIRE DEPARTMENT	DAFD	FY 2008	82,662.00	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	COVERAGE 07/01/07-06/30/08	61,594.00	0.00
DEXTER HISTORICAL SOCIETY	DEX HISTOR	2ND INSTALLMENT 2008	20,250.00	0.00
DEXTER MILL	DEX MILL	CHLORIDE	758.50	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	9.64	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	COIL & HARNESS	445.19	0.00
DTE ENERGY	DET EDISON	3219 953 0017 5	9,118.43	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	12529	4,395.86	0.00
EARTHLINK INC.	EARTH	RENEWAL FEE	20.00	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT DEARB	COVERAGE 03/01/08-04/01/08	200.00	0.00
GRAPHIC CONTROLS	GRAPHIC CO	CIRCULAR CHARTS	110.57	0.00
HACH COMPANY	HACH CO	REPAIR SIGMA CONTROLLER	754.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	SNOW REMOVAL	274.50	0.00
KLAPPERICH WELDING	KLAPPERICH	PARK BENCH	40.00	0.00
LA FONTAINE	LA FON	2008 PICKUP	24,985.74	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	DOORSTOP	165.86	0.00
MICHIGAN DEPT OF ENVIRONMENTAL	MI DEQ	PERMIT FEE	3,349.40	0.00
MIDWESTERN CONSULTING	MIDWEST	#710	1,755.60	0.00
MILL CREEK PROPERTIES LLC	MILL CRK P	LEGAL SERVICES	850.00	0.00
NATIONAL CITY BANK	NAT CITY P	RENT	700.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	01/06-02/07/08	398.50	0.00
NORTH CENTRAL LABORATORIES	NCL	BUFFER SOLUTION	43.94	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	0130-07-0011	45,245.25	0.00
POSTMASTER	US POSTAL	PERMIT #100	175.00	0.00
PRINT-TECH, INC.	PRINT TECH	NEWSLETTER AND MAILING	968.47	0.00
RADTKE TRUCKING, LLC	ROY R	SAND AND 2 NS	660.00	0.00
REED BUSINESS INFORMATION	REED	LEGAL ADS-FEB 08	166.87	0.00
ROTO ROOTER	ROTO ROOTE	JETTED MAIN FROM M/H AT HUDSON	685.00	0.00
SPILLANE & REYNOLDS	SPILL & RE		0.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	SEWER/WATER OFFICE SUPPLIES	576.48	0.00
TECH RESOURCES, INC.	TECH RESOU	REMOTE BACKUP PREMIUM PKG	79.95	0.00
THOMAS L STRINGER	STRINGER	LEGAL SERVICES	246.50	0.00
TRANSNATION TITLE CO	LAND AMERI	SEARCH & EXAM FEE	125.00	0.00
UNIQUE PAVING MATERIALS	UN	C/M BULK, UPM #2 WINTER	690.70	0.00
URBAN FORESTER, INC	URBAN FORE	CONSULTATION FEE	1,075.00	0.00
VIEBAHN, TODD	VIEHBAHN	OPTICAL REIMBURSEMENT	144.98	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL TRASH	34,595.87	0.00
Grand Total:			319,609.65	0.00

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Village Tree Program							
Total Village Tree Program							1,229.00
Dept: Law Enforcement							
101-301.000-803.001	DCS Office		DEXTER COMMUNITY SCHOOLS COVERAGE 07/01/07-06/30/08	0	02/19/08	02/19/2008	61,594.00
101-301.000-920.000	Utilities		DTE ENERGY 2949 542 0013 4	0		02/19/2008	1,137.20
101-301.000-920.000	Utilities		DTE ENERGY 3219 953 0011 8	0		02/19/2008	606.72
Total Law Enforcement							63,337.92
Dept: Fire Department							
101-336.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	2,203.22
101-336.000-803.000	Contracted		DEXTER AREA FIRE DEPARTMENT FY 2008	0	1ST QUARTER	02/19/2008	82,662.00
101-336.000-935.000	Bldg Maint		COMFORT ZONE MECHANICAL 8140 MAIN	0	5028	02/19/2008	256.29
Total Fire Department							85,121.51
Dept: Planning Department							
101-400.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	1,175.68
101-400.000-721.000	Health & L		GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	12.50
101-400.000-901.000	Printing &		HERITAGE NEWSPAPERS SNOW REMOVAL	0	1922974	02/19/2008	67.50
Total Planning Department							1,255.68
Dept: Department of Public Works							
101-441.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	728.92
101-441.000-721.000	Health & L		DENTAL NETWORK OF AMERICA COVERAGE 03/01/08-03/31/08	0	144709	02/19/2008	116.70
101-441.000-721.000	Health & L		GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	15.50
101-441.000-721.000	Health & L		VIEBAHN, TODD OPTICAL REIMBURSEMENT	0	2/19/08	02/19/2008	144.98
101-441.000-740.000	Operating		1ST AYD CORPORATION SUPPLIES	0	332934	02/19/2008	501.33
101-441.000-740.000	Operating		LOWE'S BUSINESS ACCOUNT DOORSTOP	0	02/19/08	02/19/2008	165.86
101-441.000-745.000	Uniform Al		CINTAS CORPORATION dpw	0	300676257	02/19/2008	95.95
101-441.000-745.000	Uniform Al		CINTAS CORPORATION NWTP	0	300681996	02/19/2008	65.95
101-441.000-745.000	Uniform Al		CINTAS CORPORATION dpw	0	300687656	02/19/2008	95.95
101-441.000-745.000	Uniform Al		CINTAS CORPORATION DPW	0	300693330	02/19/2008	65.95
101-441.000-745.000	Uniform Al		CINTAS CORPORATION DPW	0	300698920	02/19/2008	96.95
101-441.000-751.000	Gasoline &		CORRIGAN OIL COMPANY DIESEL	0	5162616	02/19/2008	815.07
101-441.000-751.000	Gasoline &		CORRIGAN OIL COMPANY DIESEL	0	5168353	02/19/2008	690.96
101-441.000-920.000	Utilities		AT&T 734 0375 438 5	0		02/19/2008	78.18
101-441.000-920.000	Utilities		COMCAST DPW	0	02/19/08	02/19/2008	86.48
101-441.000-920.000	Utilities		DTE ENERGY 3219 953 0011 8	0		02/19/2008	1,501.98
101-441.000-920.001	Telephones		NEXTEL COMMUNICATIONS 01/06-02/07/08	0	02/19/08	02/19/2008	117.20
101-441.000-977.000	Equipment		STAPLES BUSINESS ADVANTAGE SEWER/WATER OFFICE SUPPLIES	0	3097885599	02/19/2008	417.44
Total Department of Public Works							5,801.35
Dept: Downtown Public Works							

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Downtown Public Works						
101-442.000-740.000	Operating	DEXTER MILL CHLORIDE	0	52299	02/19/2008	722.40
101-442.000-920.000	Utilities	DTE ENERGY 2027 649 0001 7	0	02/19/08	02/19/2008	64.92
101-442.000-920.000	Utilities	DTE ENERGY 2749 542 0001 9	0		02/19/2008	67.21
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0002 7	0		02/19/2008	94.46
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0003 5	0		02/19/2008	121.74
101-442.000-920.000	Utilities	DTE ENERGY 2949 542 0008 4	0		02/19/2008	110.86
101-442.000-920.000	Utilities	DTE ENERGY 2319 953 0006 8	0		02/19/2008	53.27
101-442.000-920.000	Utilities	DTE ENERGY 3219 953 0017 5	0		02/19/2008	72.53
					Total Downtown Public Works	1,307.39
Dept: Storm Water						
101-445.000-802.000	Profession	MICHIGAN DEPT OF ENVIRONMENTAL PERMIT FEE	0	487132	02/19/2008	1,000.00
					Total Storm Water	1,000.00
Dept: Engineering						
101-447.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0011	0	120449	02/19/2008	971.00
					Total Engineering	971.00
Dept: Municipal Street Lights						
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING 12526	0	02/19/08	02/19/2008	2,557.98
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING 12528	0		02/19/2008	1,595.72
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING 12529	0		02/19/2008	242.16
					Total Municipal Street Lights	4,395.86
Dept: Solid Waste						
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT RESIDENTIAL	0	3583272	02/19/2008	16,407.60
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT COMMERCIAL TRASH	0	3576710	02/19/2008	18,188.27
					Total Solid Waste	34,595.87
Dept: Parks & Recreation						
101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	117.57
101-751.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	2.50
101-751.000-802.000	Profession	KLAPPERICH WELDING PARK BENCH	0	006513	02/19/2008	40.00
101-751.000-970.000	Capital Im	TRANSNATION TITLE CO SEARCH & EXAM FEE	0	799060822	02/19/2008	125.00
					Total Parks & Recreation	285.07
Dept: Contributions						
101-875.000-965.002	Community	DEXTER HISTORICAL SOCIETY ANNUAL CONTRIBUTION	0	02/19/08	02/19/2008	250.00
101-875.000-965.005	Gordon Hal	DEXTER HISTORICAL SOCIETY 2ND INSTALLMENT 2008	0	X02/19/08	02/19/2008	20,000.00
					Total Contributions	20,250.00
Dept: Capital Improvements CIP						
101-901.000-974.005	CIP Well F	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0121	0	120456	02/19/2008	1,799.50
101-901.000-974.008	Millcreek	MILL CREEK PROPERTIES LLC LEGAL SERVICES	0	021508	02/19/2008	850.00
					Total Capital Improvements CIP	2,649.50

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount	
			Abbrev	Invoice Description	Number	Number	Date		
Fund: General Fund								Fund Total	230,408.49
Fund: Major Streets Fund									
Dept: Contracted Road Construction									
202-451.000-974.000			CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0041	0	120450	02/19/2008	10,325.00	
202-451.000-974.000			CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0047	0	112451	02/19/2008	2,355.00	
202-451.000-974.000			CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0011	0	120449	02/19/2008	675.00	
Total Contracted Road Construction								13,355.00	
Dept: Routine Maintenance									
202-463.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	611.35	
202-463.000-721.000			Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	13.00	
202-463.000-740.000			Operating	UNIQUE PAVING MATERIALS C/M BULK, UPM #2 WINTER	0	181067	02/19/2008	428.29	
202-463.000-740.000			Operating	UNIQUE PAVING MATERIALS C/M BULK, UPM #2 WINTER	0	181068	02/19/2008	262.41	
202-463.000-802.000			Profession	MIDWESTERN CONSULTING task # 100	0	03088A-52	02/19/2008	562.10	
Total Routine Maintenance								1,877.15	
Dept: Traffic Services									
202-474.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	188.11	
202-474.000-721.000			Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	4.00	
202-474.000-970.000			Capital Im	MIDWESTERN CONSULTING #700	0		02/19/2008	554.40	
202-474.000-970.000			Capital Im	MIDWESTERN CONSULTING #710	0		02/19/2008	485.10	
Total Traffic Services								1,231.61	
Dept: Winter Maintenance									
202-478.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	376.22	
202-478.000-721.000			Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	8.00	
202-478.000-740.000			Operating	RATKE TRUCKING, LLC SAND AND 2 NS	0	02/19/08	02/19/2008	660.00	
Total Winter Maintenance								1,044.22	
Fund Total								17,507.98	
Fund: Local Streets Fund									
Dept: Contracted Road Construction									
203-451.000-970.000			Capital Im	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0071	0	120452	02/19/2008	7,656.50	
203-451.000-970.000			Capital Im	REED BUSINESS INFORMATION LEGAL ADS-FEB 08	0	3860781	02/19/2008	166.87	
Total Contracted Road Construction								7,823.37	
Dept: Routine Maintenance									
203-463.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	188.11	
203-463.000-721.000			Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	4.00	
Total Routine Maintenance								192.11	
Dept: Traffic Services									
203-474.000-721.000			Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	47.03	
203-474.000-721.000			Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	1.00	
Total Traffic Services								48.03	

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Local Streets Fund						
Dept: Winter Maintenance						
203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	94.05
203-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	2.00
Total Winter Maintenance						96.05
Fund Total						8,159.56
Fund: Equipment Replacement Fund						
Dept: Department of Public Works						
402-441.000-939.000	Vehicle Ma	ANGELO'S SUPPLIES, INC. PARTS	0	26823	02/19/2008	389.70
402-441.000-939.000	Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED COIL & HARNESS	0	49607	02/19/2008	445.19
Total Department of Public Works						834.89
Fund Total						834.89
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	4,412.49
590-548.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	45.00
590-548.000-740.000	Operating	GRAPHIC CONTROLS CIRCULAR CHARTS	0	JE0341	02/19/2008	110.57
590-548.000-740.000	Operating	CHAMPION WATER TREATMENT WWTP	0	38331	02/19/2008	8.50
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICAL	0	0391973	02/19/2008	1,263.00
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CREDIT	0	0391974	02/19/2008	-395.00
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES BUFFER SOLUTION	0	229689	02/19/2008	43.94
590-548.000-743.000	Chem Lab	BARNSTEAD INTERNATIONAL SPRING EXTEN .380DX5.25 SS	0	872572	02/19/2008	85.96
590-548.000-745.000	Uniform Al	DEXTER MILL BOOT SOCK	0	53623	02/19/2008	16.00
590-548.000-745.000	Uniform Al	CINTAS CORPORATION wwtp	0	300676258	02/19/2008	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION wwtp	0	300681997	02/19/2008	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300687657	02/19/2008	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300693331	02/19/2008	41.07
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300698921	02/19/2008	41.07
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY NO LEAD	0	5168354	02/19/2008	716.33
590-548.000-802.000	Profession	CHARLIE'S SEWER & DRAIN CLEANI 7715 FOREST	0	13916	02/19/2008	288.75
590-548.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0111	0	120455	02/19/2008	7,500.00
590-548.000-802.000	Profession	ROTO ROOTER T.V. 6" SANITARY MAIN	0	651684	02/19/2008	200.00
590-548.000-802.000	Profession	ROTO ROOTER JETTED MAIN FROM M/H AT HUDSON	0	651680	02/19/2008	485.00
590-548.000-920.000	Utilities	AT&T 734 424 1425	0	02/19/07	02/19/2008	99.39
590-548.000-920.000	Utilities	DTE ENERGY 4667 427 0001 9	0		02/19/2008	385.70
590-548.000-920.000	Utilities	DTE ENERGY 3219 953 0009 2	0		02/19/2008	14.34
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS 01/06-02/07/08	0	02/19/08	02/19/2008	93.76
590-548.000-977.000	Equipment	HACH COMPANY REPAIR SIGMA CONTROLLER	0	5577709	02/19/2008	754.00

INVOICE APPROVAL LIST BY FUND

Date: 02/20/2008
 Time: 9:52am
 Page: 6

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-981.000	Vehicles	LA FONTAINE 2008 PICKUP	0	02/19/08	02/19/2008	20,000.00
Total Sewer Utilities Department						36,333.08
Dept: Capital Improvements CIP						
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0091	0	120453	02/19/2008	4,056.75
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0011	0	120449	02/19/2008	885.25
Total Capital Improvements CIP						4,942.00
Fund Total						41,275.08
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 3/1/08-3/30/08	0	080400002801	02/19/2008	1,103.12
591-556.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 03/01/08-04/01/08	0	02/19/08	02/19/2008	30.00
591-556.000-740.000	Operating	CHAMPION WATER TREATMENT WWTP	0	38432	02/19/2008	4.25
591-556.000-745.000	Uniform Al	DEXTER MILL SOCKS	0	52223	02/19/2008	20.10
591-556.000-745.000	Uniform Al	CINTAS CORPORATION wwtp	0	300676258	02/19/2008	40.00
591-556.000-745.000	Uniform Al	CINTAS CORPORATION wwtp	0	300681997	02/19/2008	40.00
591-556.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300687657	02/19/2008	40.00
591-556.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300693331	02/19/2008	40.00
591-556.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300698921	02/19/2008	40.00
591-556.000-802.000	Profession	MICHIGAN DEPT OF ENVIRONMENTAL LAB CERTIFICATION FEE	0	0208-017	02/19/2008	2,349.40
591-556.000-824.000	Testing &	DEXTER PHARMACY SHIPPING	0	02/19/08	02/19/2008	9.64
591-556.000-920.000	Utilities	DTE ENERGY 3219 953 0003 5	0		02/19/2008	3,347.50
591-556.000-920.000	Utilities	DTE ENERGY 3219 953 0004 3	0		02/19/2008	26.88
591-556.000-920.000	Utilities	DTE ENERGY 2949 542 0006 8	0		02/19/2008	191.21
591-556.000-920.000	Utilities	DTE ENERGY 3219 953 0008 4	0		02/19/2008	64.22
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS 01/06-02/07/08	0	02/19/08	02/19/2008	70.34
591-556.000-981.000	Vehicles	LA FONTAINE 2008 PICKUP	0	02/19/08	02/19/2008	4,985.74
Total Water Utilities Department						12,402.40
Dept: Capital Improvements CIP						
591-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0101	0	120454	02/19/2008	3,210.25
591-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-0011	0	120449	02/19/2008	1,248.50
Total Capital Improvements CIP						4,458.75
Fund Total						16,861.15
Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.043	Dexter Dis	ORCHARD, HILTZ & MCCLIMENT INC 0130-06-1043	0	120447	02/19/2008	79.50
701-000.000-253.047	Wallace Pr	ORCHARD, HILTZ & MCCLIMENT INC 0130-05-1063	0	120446	02/19/2008	345.00
701-000.000-253.048	Dexter Ret	ORCHARD, HILTZ & MCCLIMENT INC 0130-06-1052	0	120448	02/19/2008	2,919.25

INVOICE APPROVAL LIST BY FUND

Date: 02/20/2008
 Time: 9:52am
 Page: 7

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-253.050			Dexter Fit	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-1002	0	120457	02/19/2008	601.75
701-000.000-253.051			Schulz Dev	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-1011	0	120458	02/19/2008	302.00
701-000.000-253.052			K-Space	ORCHARD, HILTZ & MCCLIMENT INC 0130-07-1023	0	120459	02/19/2008	315.00

Total Assets, Liabilities & Revenue								4,562.50

Fund Total								4,562.50

Grand Total								319,609.65 ✓



AGENDA 2-25-08

Knights of Columbus ITEM

2-2

FRANK J. BERTRAM
Grand Knight
483 Adrienne Lane
Ann Arbor, Michigan 48103
Phone: (734) 663-9385
E-mail: fjbertram@aol.com

DEXTER COUNCIL, No. 2959
8265 Dexter-Chelsea Road
Dexter, Michigan 48130
Phone/Fax: (734) 426-5558
E-mail: dexterkofc@ameritech.net

DAVID M. MILEY,
Financial Secretary
4710 Cameron Circle
Dexter, Michigan 48130
Phone: (734) 424-2717
Fax: (734) 426-5302
E-mail: miley4710@comcast.net

February 18, 2008

Dear Council Members;

In past years the Village of Dexter has been kind enough to let members of the Knights of Columbus sell tootsie rolls on the sidewalks of the village to help raise funds in support of the mentally impaired. We have contributed at least 50% of all money raised to help support the *special education programs in the Dexter School District*. The remaining funds are donated to the *St. Louis Boys School in Chelsea*.

This year's *Tootsie Roll Drive* is slated for **March 14th, March 15th, and March 16th**.

We hope you can see it in your hearts to grant us permission again, this year, to allow us to raise funds for a very worthy cause. Please call me, should you have any questions concerning this fundraiser. I may be contacted at (734) 474-3069 after 6pm.

Sincerely,

Daniel Vencil, Chairman
Dexter Knights of Columbus
Council No. 2959

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 25, 2008
Re: Proposal for Survey Services
Boundary Survey of the Village of Dexter

AGENDA 2-25-08

ITEM L-1

Attached to this memo is a proposal from OHM to provide survey services for the Boundary Map that will be attached to petitions for circulation in connection with the City Incorporation process.

The proposal is broken into two parts, with Steps 1 and 2 to be completed on an hourly basis not to exceed \$10,000 as the initial effort in the creation of the Boundary Map. Authorization to complete this initial effort not to exceed \$10,000 is the only portion of this proposal being considered at the February 25, 2008 meeting.

A budget amendment from Contingencies 101.901.000.955.000 to Professional Services 101.101.000.802.000 in the amount of \$10,000 will be necessary to cover this expense.

An evaluation of the effort after Steps 1 and 2 are completed will be brought before the Board with verification that additional survey will be necessary or will not be necessary based on the survey work completed to date. If it is determined that additional survey work is necessary, consideration and acceptance by Village Council will be required.

During the Work Session, David Rutledge will bring Council up to date on this effort to secure the appropriate level of survey work for the boundary map as well as provide detail on the process from Petition through Village vote on a City Charter.

January 17, 2008

Village of Dexter
8140 N. Main Street
Dexter, Michigan 48130



Attention: Ms. Donna Dettling
Village Manager

Regarding: Village of Dexter
Boundary Survey of the Village of Dexter
Proposal for Survey Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for providing survey services for the purposes of establishing a drawing and description of the Village boundary in order that the Village can apply for City designation.

PROJECT UNDERSTANDING

The Village of Dexter wishes to apply to the State Boundary Commission to become a City. As part of the application, the State Boundary Commission requires that the Village accurately identify the boundary of the Village with a drawing (Part I of the application) and a description (Part III of the application). Several communications with the State Boundary Commission have allowed OHM to identify how accurate the Village boundary drawing and description must be to meet the requirements of the application. To that end, OHM has identified the following steps to develop an accurate boundary survey:

1. Assemble existing Village property descriptions provided by the Office of the Great Seal and establish a base drawing of the Village using the property descriptions – The Office of the Great Seal has provided the Village and OHM with a listing of 14 descriptions of the existing properties, including subdivisions, which exist along the boundary of the Village (see attached listing). OHM will compile the property descriptions and use the descriptions to create a base drawing of the Village boundary.
2. Due to the potential for overlaps or gaps, we will collect and analyze existing property tax roll descriptions for township properties adjacent to the Village of Dexter – OHM will gather the property descriptions for township properties adjacent to the Village boundary and incorporate them with the base drawing created in Step 1.
3. Locate critical property controlling corners – As various property descriptions are compiled, critical property controlling corners will be identified. We have currently estimated locating up to 50 of these corners in order to aid in establishing the Village's boundary.

ORCHARD, HILTZ & MCCLIMENT, INC.

3400 Plymouth Road | Dexter, Michigan 48130
Tel: (313) 828-8711 | Fax: (313) 828-8127
www.ohm-advisors.com

4. Identify locations where inconsistencies exist in the Village boundary – Through the compilation of the various property descriptions and field work, a drawing of the Village boundary will take shape and the inconsistencies within the descriptions will become evident. OHM will be able to identify the number and type of inconsistencies that may exist with the current property descriptions.
5. Resolve inconsistencies – This may require research of previous surveys, land transactions, title searches and field work to resolve any and all inconsistencies between property descriptions that may exist.
6. Create an accurate drawing and description of the Village – Once all the property descriptions are resolved and confirmed, a final accurate Village boundary drawing and description will be created.
7. Set new property irons – The State Boundary Commission requires that once the Village boundary is identified, property irons need to be set at the appropriate locations, as will be determined as the drawing and descriptions are finalized.

SCOPE OF SERVICES

To begin the process of identifying the Village boundary, OHM proposes to complete Steps 1 and 2, as part of this scope of services. Once a base map is established using existing property descriptions within the Village and the surrounding Townships, the extent of the necessary field work identified in Steps 3 and 4 can be reviewed and better identified.

Because the number of inaccuracies that will need to be resolved cannot be identified at this time, OHM cannot establish the amount of effort that is associated with Steps 5 through 7. Therefore, we propose to complete Steps 1 and 2 at this time, which will result in the determination of the amount of effort required for future steps.

DELIVERABLES

The deliverables for this scope of services include a drawing of the Village boundary created from the existing property descriptions. Please note there is a potential that we may not be able to create a drawing of the Village due to a lack of accurate and/or ambiguous descriptions. The field work identified in Step 3 will verify the number of inaccuracies in the descriptions, and a list of any inconsistencies will be developed as part of Step 4.

SCHEDULE

OHM can begin work on the survey services immediately upon authorization. The work identified in Steps 1 and 2 will be completed within 3 - 4 weeks of authorization. We currently estimate that completing Steps 3 and 4 could require an additional 6 weeks.

COMPENSATION

OHM proposes to provide the above outlined professional services for Steps 1 and 2 on an hourly, not to exceed, basis.

Survey Services – Steps 1 and 2

\$10,000.00

The Village will be invoiced monthly for the value of services completed to date.

To complete Steps 3 and 4, it is currently estimated that additional effort of \$25,500.00 will be necessary. This will be verified upon completion of Steps 1 and 2. We presented it in this fashion so that the Village could decide how they wish to proceed and to what extent will be authorized initially.

CONTRACT TERMS AND CONDITIONS.

The attached Standard Terms and Conditions, dated March 2003 and shown as Exhibit 1, are incorporated into this proposal by reference, with exception to Item 7 of the Standard Terms and Conditions as previously requested by the Village. We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions.

Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

Very truly yours,
ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronevelt, P.E.
Client Representative

Cc: Dave Rutledge

VILLAGE OF DEXTER

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Exhibit 1 – Standard Terms and Conditions

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 25, 2008
Re: Discussion of "Agreement of Purchase and Sale and Option to Purchase"

AGENDA 2-25-08

ITEM L-2

Included for your review is a draft of the "Agreement of Purchase and Sale and Option to Purchase". This document was developed during meetings with Schulz Development over the past several months involving Council members, staff and Legal Counsel. The Public Hearing and adoption of the Ordinance of Private Sale at the March 10, 2008 meeting will authorize the Village President and Clerk to sign an "Agreement" on behalf of the Village and take necessary steps to perform the obligations of the Village.

The Village Attorney recommended that Council review the proposed Purchase/Sale Agreement and make changes prior to the March 10th meeting.

**AGREEMENT OF PURCHASE AND SALE
AND OPTION TO PURCHASE**

THIS AGREEMENT OF PURCHASE AND SALE AND OPTION TO PURCHASE (this "Agreement") is made as of the _____ day of March, 2008 (the "Effective Date") between MILL CREEK TERRACE LLC, a Michigan limited liability company, whose address is 150 S. Main Fifth Street, Suite 203, Ann Arbor, Michigan 48104 ("Purchaser") and the Village of Dexter, a Michigan general law village, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Seller"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties".

This Agreement is based upon the following recitals:

A. Seller is the owner of land located in Dexter, Michigan, the legal description of which is attached to this Agreement as Exhibit "A" and made a part hereof, together with all tenements, easements, hereditaments, privileges and appurtenances appertaining thereto, and that certain land existing in a portion of Forest Street, a public right-of-way (such portion of Forest Street described on Exhibit "B" attached hereto), and a 20 foot wide public alley (such 20 foot wide alley and portion of Forest Street (the land described on Exhibit "A" attached hereto is referred to herein as the "Village Property"; and the land described on Exhibit "B" attached hereto together with the 20 foot wide public alley are collectively referred to herein as the "Vacated Property").

B. Purchaser is the owner of land located in Dexter, Michigan, the legal description of which is attached to this Agreement as Exhibit "C" ("Purchaser's Property"). Purchaser intends to consolidate Purchaser's Property with the Village Property (collectively referred to herein as the "Overall Property") (such Overall Property described on Exhibit "D" attached hereto) and construct a building according to the Site Plan previously approved by the Seller and attached hereto as Exhibit "E".

C. In preparation for and prior to the sale of the Village Property to Purchaser, Seller must take formal action according to applicable statutes and ordinances to vacate the Vacated Property.

D. Seller has agreed to sell and Purchaser has agreed to purchase the Village Property, as defined herein, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

SECTION 1 - PROPERTY

As used herein, the term "Village Property" shall be deemed to include:

1.1 The Village Property;

1.2 Any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining the Village Property to the centerline thereof, which is owned by Seller;

1.3 The personal property (the "Personal Property") located on the Village Property, if any, which is used in connection with the operation of the Village Property.

SECTION 2 - PURCHASE PRICE

2.1 Seller agrees to sell and Purchaser agrees to purchase the Village Property pursuant to the terms and conditions contained in this Agreement. The total purchase price for the Village Property shall be One Hundred Seventy-seven Thousand Sixteen and 00/100 Dollars (\$177,016.00) (the "Purchase Price"); subject to the terms of Section 13.1 below. The Purchase Price shall be paid as follows:

(a) At Closing (as hereinafter defined), Purchaser shall pay Seller an amount equal to the Purchase Price (which shall include application of the Earnest Money, as defined in Section 3.1 hereof), which sum shall be paid in cash, wire transfer or other immediately available funds, plus or minus the closing adjustments and prorations as set forth hereinafter.

SECTION 3 - EARNEST MONEY

3.1 Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deliver to First American Title Insurance Corporation (the "Escrow Agent"), an earnest money deposit in the sum of Five Thousand Dollars (\$5,000) (the "Earnest Money"). The Earnest Money is to be held in escrow by the Escrow Agent until completion of the Inspection Period defined below. The Earnest Money shall be held in escrow in an interest bearing account and shall be applied to and credited toward the Purchase Price, paid to Seller or returned to Purchaser in accordance with the terms and provisions of this Agreement. Except as specifically provided herein, all interest earned on the Earnest Money, or any portion thereof, shall be disbursed in the same manner as the Earnest Money.

3.2 The Parties acknowledge and agree that Escrow Agent is acting solely for their accommodation, and hereby release and hold Escrow Agent harmless from liability for any acts performed in good faith in connection with the escrow established hereunder. In the event of any dispute as to disposition of the escrow established hereunder, Escrow Agent is authorized to refuse to disburse until the Parties agree in writing as to such disposition and jointly advise Escrow Agent of the same or until a court of competent jurisdiction arrives at a final adjudication regarding disposition of such escrow.

SECTION 4 - REAL ESTATE COMMISSION

4.1 Purchaser and Seller each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder, in connection with the negotiations of this Agreement and/or the consummation of the purchase and sale contemplated hereby and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Purchaser hereby agrees to indemnify, defend, protect and hold the Seller harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any actions of the Purchaser. Seller hereby agrees to indemnify, defend, protect and hold the Purchaser harmless from and against any costs, expenses, or liability for compensation, commission or charges which may be claimed by any broker, finder, or other similar party by reason of any actions of Seller.

SECTION 5 - CONTINGENCIES AND COVENANTS

5.1 Purchaser shall have forty-five (45) calendar days following the Effective Date (such period is hereinafter referred to as the "Inspection Period") to inspect or cause to be inspected the physical condition of the Village Property and any other documents, matters or conditions relevant to the Village Property, access to which shall be granted to Purchaser and/or Purchaser's consultants, counsel, bookkeepers and accountants at all reasonable times during the Inspection Period. Such inspection may include such environmental audits, inspections or tests as Purchaser may elect to conduct on the Village Property. Purchaser agrees to indemnify and save harmless Seller from any and all loss, damage, costs and expenses caused by Purchaser's or its consultant's, agent's or contractor's entry on the Village Property and conducting of inspections and tests thereon, which obligation shall survive termination of this Agreement and closing of the transaction contemplated hereunder. Purchaser, at its sole discretion, may shorten the Inspection Period by providing written notice to Seller of its intention.

5.2 In the event that, after conducting the inspections and tests referred to in Section 5.1, Purchaser is not, in Purchaser's sole discretion, satisfied with the results of such inspections, Purchaser shall so notify Seller in writing, which notice (the "Dissatisfaction Notice") must be given prior to the expiration of the Inspection Period. Seller shall have the right to correct, repair or otherwise remedy any defect objected to by Purchaser in its Dissatisfaction Notice. Seller shall provide written notice to Purchaser within five (5) days of its receipt of the Dissatisfaction Notice as to whether it will or will not cure the defects. In the event Seller chooses to cure the defects identified in the Dissatisfaction Notice, Seller shall have thirty (30) days to cause the defects to be cured to Purchaser's reasonable satisfaction. If Seller is unable or unwilling to cure the defects to Purchaser's reasonable satisfaction within such thirty (30) day period, Purchaser shall have the right to terminate this Agreement and receive a refund of the Earnest Money and any other funds deposited by Purchaser with Escrow Agent.

In the event the Purchaser fails to timely give such Dissatisfaction Notice for any reason, Purchaser shall be deemed to have waived its right to have the defects cured by Seller or to terminate this Agreement under this Article 5 and the Parties shall proceed to Closing in accordance with the terms hereof. In the event that Seller chooses not to cure the defects identified in the Dissatisfaction Notice, Purchaser shall have the right to terminate this Agreement within three (3) days after Seller notifies Purchaser in writing that it will not cure the defects ("Termination Notice") and, in such event, this Agreement shall terminate and become null and void, and Purchaser shall thereupon receive a refund of the Earnest Money and any other amounts deposited with Escrow Agent, together with all interest earned thereon, and be relieved of any and all liability hereunder, except for any liabilities hereunder which expressly survive the termination of this Agreement. In the event the Purchaser fails to timely give such Termination Notice, Purchaser shall be deemed to have waived its right to have the defects cured by Seller or to terminate this Agreement under this Article 5 and the Parties shall proceed to Closing in accordance with the terms hereof. Seller's failure to timely give written notice to Purchaser of its intention to cure or not cure the defects shall also give Purchaser the right to terminate the Agreement within three (3) days following the expiration of Seller's right to give notice.

5.3 Seller agrees that from the date of this Agreement until the Closing, Seller shall conduct its business involving the Village Property in the ordinary course and consistent with the prior operations of the Village Property, and during said period will:

- (a) Refrain from transferring any of the Village Property or creating on the Village Property any easements, encumbrances or other interests whatsoever which would extend beyond the Closing and which would be binding upon the Village Property after the Closing;
- (b) Refrain from entering into any contracts or other commitments regarding the Village Property, which extend beyond the Closing and which would be binding upon the Village Property after the Closing, without the prior written consent of Purchaser; and
- (c) Keep in effect Seller's existing policies of public liability and extended coverage insurance insuring the Village Property.

5.4 Seller agrees that Purchaser shall have no obligation to close on the Village Property until after Seller vacates the Vacated Property pursuant to applicable statutes and ordinances and can provide fee simple title to such land to Purchaser. Seller further agrees that with all expediency it will complete the process to vacate the Vacated Property, but shall complete the process no later than the later of March 31, 2008 or Closing, and that if such Vacated Property is not vacated by such date, Purchaser, at its sole discretion, shall have the right to terminate this Agreement within ten (10) days thereafter and, in such event, this Agreement shall terminate and become null and void, and Purchaser shall thereupon receive a refund of the Earnest Money and any other amounts deposited with Escrow Agent, together with all interest earned thereon, and be relieved of any and all liability hereunder, except for any liabilities hereunder which expressly survive the termination of this Agreement.

SECTION 6 - TITLE AND SURVEY

6.1 Seller agrees, to furnish Purchaser with:

- (a) A commitment from a national title insurance company (the "Title Company"), dated after the date of this Agreement, to issue to Purchaser at or as soon as possible after Closing, its ALTA fee owner's title insurance policy without standard exceptions (provided, however, that Purchaser shall be responsible for providing the survey necessary to eliminate any standard exceptions requiring delivery of a survey), in the amount of the Purchase Price, insuring fee simple title to the Village Property, free and clear of any liens and encumbrances except: (i) liens or encumbrances of a definite or ascertainable amount and which will be paid and discharged in full by or for Seller at or prior to the Closing; and (ii) zoning ordinances and easements of record, if any, which have been approved by Purchaser and which do not prevent or materially interfere with Purchaser's intended use of the Village Property, or which Purchaser has waived as provided below. (the "Permitted Exceptions"). Seller shall furnish Purchaser with the aforesaid title commitment and legible copies of all items described on Schedule B thereof (the "Title Commitment") as soon as possible, but in no event later than twenty (20) days after the Effective Date.

If the title is not in the condition required hereunder, Purchaser shall notify Seller in writing

of such defect(s) (the "Title Defect Notice") within fifteen (15) days after receipt of the Title Commitment and copies of all items shown therein. If no Title Defect Notice is sent within such fifteen (15) day period, Purchaser shall be deemed to have waived its right to object to the condition of title. In the event Seller is unable or unwilling to cure such defects to Purchaser's reasonable satisfaction within twenty (20) days after receipt of the Title Defect Notice, Purchaser shall have the option exercised by written notice to Seller, within five (5) days after receipt of Seller's notice or expiration of such twenty (20) day period, to either (i) waive such defect(s) and proceeding with the Closing; or (ii) receive a refund of its Earnest Money, whereupon all liability hereunder shall terminate, except for the obligations hereunder which expressly survive termination of this Agreement. If Purchaser fails to make an election within the required five (5) day period, it shall be deemed to have elected to proceed under (i) above and this transaction shall proceed to Closing.

SECTION 7 - CLOSING

The transaction contemplated under this Agreement shall be consummated at a meeting of the Parties (the "Closing") which shall take place at the office of Escrow Agent within fifteen (15) days after the later of: (i) expiration of the Inspection Period; or (ii) in the event Seller chooses to cure a defect under Section 5.2 above, upon Seller's cure of such defect; or (iii) after the Vacated Property has been vacated and fee simple title in such property can be conveyed to Purchaser (the "Closing Date").

At the time and place of Closing, all of the closing items described in Section 10 hereof, including all closing proceeds, shall be tendered to the Title Company and the Title Company shall conduct the Closing in accordance with customary "deed and money" escrow procedures.

SECTION 8 - REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser as follows:

8.1 As of the date hereof, Seller is the owner of fee simple title to the Platted Land and Improvements in the condition required for performance hereunder. No person or entity, other than Seller, has any rights of ownership to or occupancy of all or any portion of the Village Property, except (i) as described in the Permitted Exceptions; and (ii) the rights of the public in the Vacated Property until such property is vacated. As of the date hereof, the Vacated Property was previously dedicated to the public as a right-of-way or as a public alley. Seller represents that it will complete the vacation of the Vacated Property according to all applicable statutes and ordinances prior to Closing.

8.2 The Seller has duly and validly authorized and executed this Agreement with full power to enter into and perform this Agreement, and the person executing and delivering this Agreement on behalf of Seller has all necessary authority to do so.

8.3 The Seller is not a "Foreign Person" within the meaning of the Internal Revenue Code Section 1445(f)(3).

Purchaser hereby represents and warrants to Seller as follows:

8.4 Purchaser is a duly organized and validly existing limited liability company under the laws of Michigan.

8.5 Purchaser has the limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite company action.

SECTION 9 – DEFAULTS

9.1 In the event of a default by Purchaser hereunder, Seller may, at its option terminate this Agreement and retain as liquidated damages, and not as a penalty, Purchaser's Earnest Money deposit, together with all interest earned thereon; which shall be Seller's sole and exclusive remedy against Purchaser hereunder. It is acknowledged by the Parties that the Seller's actual damages would be difficult to approximate and that the Earnest Money represents a reasonable approximation of the damages of Seller as a consequence of Purchaser's default hereunder.

9.2 In the event of a default by Seller hereunder prior to or on the Closing, then in either event, Purchaser may, as its sole and exclusive remedy, either: (a) receive a refund of all monies deposited by Purchaser hereunder, together with all interest earned thereon, or (b) specifically enforce the terms and conditions of this Agreement.

SECTION 10 - CLOSING; CLOSING DOCUMENTS

At the Closing, Seller shall execute and deliver to Purchaser (as the case may be) and Purchaser shall execute and deliver to Seller (as the case may be), the following:

10.1 Seller shall execute and deliver to Purchaser a good and sufficient Covenant Deed, subject only to the Permitted Exceptions, conveying fee simple title to the Village Property to Purchaser.

10.2 Seller shall furnish Purchaser with an affidavit stating that Seller is not a "Foreign Person" within the meaning of IRC Section 1445(f)(3).

10.3 Seller and Purchaser shall execute and deliver to each other a closing statement showing the amounts by which the cash portion of the Purchase Price shall be adjusted as of the Closing. The following items shall be apportioned between the Seller and the Purchaser on the basis that Purchaser owns the Village Property on the date of Closing:

- (a) Seller shall pay the premium payable to the Title Company for the issuance of the title insurance policy required hereunder (but not for the cost of any endorsements, extended coverage or mortgagee policy). The cost of preparing a survey of the Village Property shall be borne by Purchaser.
- (b) All real estate and personal property taxes and assessments which are due or are a lien against the Village Property and Improvements as of the Closing, if any, shall be paid in full by Seller, and all current real estate taxes and personal property taxes, if any, shall be prorated as if such taxes were paid in advance, based upon the due dates of the respective

governmental taxing authorities.

- (c) The Earnest Money shall be credited against the cash portion of the Purchase Price due at the Closing.
- (d) Seller shall pay any and all state, county and other transfer taxes or documentary stamp taxes payable upon delivery or recording of the Covenant Deed referred to in Section 10.1 above.

10.4 Purchaser shall pay the balance of the Purchase Price to Seller at Closing by wire transfer of immediately available federal funds.

10.5 Seller shall furnish the Title Company with copies of appropriate documents as shall reasonably satisfy the Title Company that Seller and the persons executing the documents have the authority to consummate the sale contemplated hereby.

10.6 Seller and Purchaser shall execute and deliver an Encroachment Agreement in form and substance reasonably satisfactory to both Parties.

10.7 The Parties shall execute and deliver any and all other documentation reasonably required by Purchaser, the Seller, their attorneys, and/or the Title Company, to consummate the transaction described herein and to cause the title insurance policy described in Section 6 hereof to be issued and delivered to the Purchaser; provided that such documentation does not have the effect of amending this Agreement or modifying the Parties' obligations hereunder.

SECTION 11 – CONDEMNATION; CASUALTY

11.1 In the event that notice of any action, suit or proceeding shall be given prior to the Closing for the purpose of condemning all or more than fifty percent (50%) of the Village Property, then either Seller or Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, the proceeds resulting from such condemnation shall be paid to Seller. In the event neither Party shall elect to terminate its obligations hereunder, if Purchaser purchases the Village Property, all of such condemnation proceeds (or proceeds from any sale or transfer in lieu thereof) shall be assigned and belong to Purchaser.

11.2 In the event that the Village Property shall be damaged or destroyed by fire, storm or other casualty on or before the Closing Date and the cost to repair such casualty loss shall exceed Fifty Thousand (\$50,000) Dollars, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) business days after receiving notice of such casualty and to receive a return of all sums deposited with Escrow Agent. In the event Purchaser shall not elect to terminate its obligations under this Agreement or in the event that the cost to repair such casualty loss is Fifty Thousand (\$50,000) Dollars or less, if Purchaser purchases the Village Property, Purchaser shall be entitled to receive an absolute assignment from Seller of any interest Seller may have otherwise had in the proceeds of any third-party insurance on the Village Property (including any rent loss insurance allocable to the period from and after the Closing) and Seller shall pay to Purchaser at Closing the amount of any deductible.

SECTION 12 – PURCHASER ACKNOWLEDGEMENT OF "AS IS" NATURE OF TRANSACTION

12.1 PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT) OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF, SELLER.

SECTION 13 – OPTION TO PURCHASE PORTION OF IMPROVED SPACE

13.1 Option, Option Fee. Purchaser hereby grants to Seller an irrevocable option to purchase ("First Option Grant") approximately three thousand three hundred (3,300) square feet of contiguous (on one or more floors) ("Contiguous") "semi-improved office space" ("Option Space") in the new building ("New Building") that Purchaser intends to construct on the Overall Property upon the terms and conditions hereinafter set forth. As used herein the term "semi-improved office space" shall mean dry-walled, temperature controlled space via roof top units and main duct distribution, electrical service with panel located in the space, electrical duplex outlets on exterior demising walls, unpainted, exterior and other demising walls which separate the Option Space from adjacent tenants or unit owners, without floor finishes or wall coverings and with utilities stubbed to the point of connection within the Option Space. Subject to the last grammatical paragraph of this Section 13.1, the purchase price for the Option Space shall be One Hundred Thirty Dollars (\$130) per square foot based on BOMA standard measurements. Purchaser also grants Seller, in lieu of the First Option Grant, an irrevocable option to purchase ("Second Option Grant") approximately five thousand (5,000) square feet of Contiguous semi-improved office space in the New Building for, subject to the following grammatical paragraph, the purchase price of One Hundred Forty-five Dollars (\$145) per square foot based on BOMA standard measurements. Within thirty (30) days after the execution of this Agreement, Purchaser shall designate the Option Space by identifying the same on a floor plan of the New Building which shall be signed by both Purchaser and Seller. In the event Seller exercises either of its options, Seller shall close on the sale of such Option Space within thirty (30) days following satisfaction of each of the following conditions precedent (the "Purchase Option Conditions"):

(a) Prior to closing, Purchaser shall establish a condominium (the "Condominium") to incorporate the New Building by recording a Master Deed (the "Master Deed") in accordance with the Michigan Condominium Act, Act No. 59 of the Public Acts of 1978, as amended (the "Condominium Act"). The Master Deed and all related condominium documents to be prepared by Purchaser in connection with the Condominium shall be subject to Seller's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall be responsible for all costs to be incurred to establish the Condominium. Purchaser shall provide a copy of the Master Deed and all related condominium documents to Seller within five (5) days after Seller's exercise of either the First Option Grant or the Second Option Grant and Seller shall have a period of fourteen (14) days after receipt of such documents to review and approve or disapprove of the same by delivery of written notice to Purchaser (the "Condominium Condition"). If Seller disapproves of the Master Deed and the other related condominium documents, its option rights with respect to the Option Space shall terminate.; and

(b) Upon substantial completion of the New Building, Seller, its agents and employees, shall have a period of thirty (30) days to conduct such inspections of the New Building and the Option Space as Seller may desire in its sole and absolute discretion and Purchaser agrees to cooperate with respect to such inspections (the "Inspection Condition"). If Seller shall, in its sole discretion, decide that the condition of the New Building and/or the Option Space is unsatisfactory, Seller may rescind its exercise of the option by delivery of written notice to Purchaser within the thirty (30) day period and thereafter Seller's option to purchase the Option Space shall be terminated. As used herein, the term "substantial completion" shall mean that the New Building and the Option Space have received a Certificate of Occupancy from the Washtenaw County Building Department.

Purchaser and Seller acknowledge and agree that the Purchase Price being paid by Purchaser to Seller for the Village Property contemplates and constitutes adequate consideration for the options granted to Seller herein.

In the event that Seller exercises either its First or Second Option Grant as provided herein, Seller shall also pay Purchaser, as an increase to the purchase price for the Option Space, the amount of Fifty-four Thousand Nine Hundred Thirty-six and 00/100 Dollars (\$54,936.00) (the "Additional Purchase Price"). The Additional Purchase Price shall be paid to Purchaser at the closing on Seller's acquisition of the Option Space.

13.2 Purchase Agreement for Option Space. Provided Seller exercises the First Option Grant or Second Option Grant and the Purchase Option Conditions are satisfied or waived by Seller, this Agreement shall constitute an agreement of sale and purchase between the parties whereby Purchaser shall sell and Seller shall purchase the Option Space upon the following additional terms and conditions:

(a) The closing for the purchase of the Option Space shall be held at a mutually agreed upon location on a date mutually agreed upon by Seller and Purchaser, but in no event shall the closing take place later than thirty (30) days following the satisfaction or waiver of the Purchase Option Conditions (the "Closing Date");

(b) The purchase price and the Additional Purchase Price (collectively, the "Option Space Purchase Price") shall be payable by Seller to Purchaser on the Closing Date by wire transfer of immediately available federal funds. The Option Space Purchase Price shall be adjusted so that each party bears those incidental costs of sale that are customarily borne by the parties to sales of similar property in the Village of Dexter, Michigan. Specifically, Purchaser shall bear the cost of all applicable transfer taxes and title insurance premiums. Each party shall bear its own attorneys' fees;

(c) Purchaser shall convey to Seller a good and marketable fee simple title to the Option Space by a Warranty Deed which shall be in sufficient form to be recorded and conveying title subject only to existing building and use restrictions, easements and zoning ordinances and subject to the Master Deed;

(d) As evidence of title, Purchaser shall deliver a commitment for an ALTA Standard Form B owner's policy of title insurance along with all underlying title documents, issued a title insurance company reasonably acceptable to Seller (the "Title Company"), committing the Title Company to issue on the Closing Date and at Seller's expense, a title

policy insuring Seller as the holder of a marketable fee simple title to the Option Space in an amount equal to the full amount of the Option Space Purchase Price (the "Title Commitment");

(e) The policy to be delivered on the Closing Date (the "Title Policy") shall: (i) insure Seller as the holder of marketable fee simple title to the Option Space subject to existing building and use restrictions, easements and zoning ordinances, the provisions of the Master Deed and general real estate taxes not yet due and payable; (ii) be in an amount equal to the full amount of the Option Space Purchase Price; (iii) insure the gap between the effective date of the initial title commitment and the later of (x) the Closing Date and (y) the date on which the Warranty Deed is properly recorded, and (iv) delete the preprinted or so-called "standard" exceptions. Notwithstanding anything contained herein to the contrary, if the Title Commitment shall contain any encumbrances or exceptions which unreasonably interfere with Tenant's intended development or use of the Option Space, Seller shall notify Purchaser of such exceptions in writing and Purchaser shall eliminate any such encumbrances or exceptions within twenty (20) days of receipt of such notice. If Landlord is unable to eliminate such encumbrances or exceptions within the aforesaid period, Seller may, at Seller's option:

(x) Waive its objections to and accept title to the Premises subject to such encumbrances or exceptions; or

(y) Rescind its option to purchase of the Option Space by providing written notice of such election to Purchaser prior to the Closing Date; or

(z) Remove such encumbrances and exceptions, and deduct the costs incurred in effecting such removal (including interest and reasonable attorneys fees) from the Option Space Purchase Price.

(f) Purchaser and Seller shall execute a Closing Statement providing for the prorations and adjustments as contemplated by paragraph (b) above;

(g) Purchaser shall execute an affidavit certifying that is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code, containing, *inter alia*, Purchaser's federal employer identification number; and

(h) Purchaser and Seller shall execute and deliver such other documents and instruments as may reasonably be required to carry out the sale of the Option Space as contemplated in this Agreement.

13.3 **Termination of Option by Seller.** During the Option Term (defined below), Seller shall have the right to terminate both its First Option Grant and Second Option Grant (but not only one of the two), by delivering written notice to Purchaser of its termination of the options prior to the expiration of the Option Term

13.4 **Right of First Offer.** In the event that Purchaser receives a bona fide offer from a third party to purchase either the first or second Option Space, or any portion thereof, Purchaser shall notify Seller of such offer in writing, which notice shall include an identification of the bona fide purchaser and the portion of the New Building and Option Space which is subject to the offer (the "Offer Notice"). Seller shall have thirty (30) days after its receipt of the

Offer Notice to exercise either its First Option Grant or Second Option Grant, as the case may be, by providing written notice to Purchaser within this time period. In the event Seller fails to exercise either of its option grants within said thirty (30) day period, both the First Option Grant and the Second Option Grant shall terminate and the Parties shall have no further obligations with respect to such options.

13.5 **Duration of Option.** The term of the First Option Grant and the Second Option Grant ("Option Term") shall each expire within one (1) calendar year after the Effective Date of this Agreement unless Seller exercises either option in accordance with the terms set forth herein. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges that Seller may exercise its First Option Grant or Second Option Grant by delivery of written notice Purchaser at any time during the Option Term. Seller acknowledges and agrees that the exercise of either of its options to purchase automatically and fully terminates the other option to purchase without further action by Purchaser.

SECTION 14 - MISCELLANEOUS

14.1 This Agreement and the Exhibits attached hereto embody the entire agreement between the Parties in connection with this transaction and there are no oral agreements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing signed by all Parties.

14.2 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

14.3 The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

14.4 No party other than Seller and Purchaser and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller or Purchaser, their successors or assigns, and not for the benefit of any other party. Notwithstanding the foregoing, Purchaser shall not assign this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

14.5 Any notice, request, demand, instruction or other communication to be given or served hereunder or under any document or instrument executed pursuant hereto, shall be in writing and shall be delivered personally or sent by recognized overnight courier service or by United States certified mail return receipt requested, postage prepaid or by facsimile (with confirmation of receipt) and addressed to the parties at their respective addresses set forth above, and the same shall be deemed effective upon receipt if delivered personally, or one (1) business day following delivery to such courier service or two (2) business days after deposit in the mail if

mailed, or upon confirmed receipt if delivered by facsimile. The party may change its address for receipt of notices by service by of a notice of such change in accordance herewith. Notices shall be deemed properly addressed if sent to the Parties' respective address first appearing above.

14.6 This Agreement shall be governed by the procedural and substantive laws of the State of Michigan, without regard to conflicts of law principles. Any action to enforce the terms hereof or arising with respect to the Village Property shall be brought, if at all, in the Circuit Court for Washtenaw County, Michigan, or in the United States District Court for the Western District of Michigan, and Purchaser and Seller hereby irrevocably consent to the jurisdiction of and venue in either of such courts. Both Parties hereby waive the right to have such matter tried before a jury. The provisions of this Section 14.6 and 14.7 shall survive Closing and delivery of the deed.

14.7 The prevailing party in any litigation between Purchaser and Seller relating to this Agreement shall be entitled, in addition to any judgment, to recover its reasonable attorneys' fees and costs incurred in connection with such litigation.

14.8 Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. Dexter, Michigan time on the date by which such thing is to be done, and (iv) be construed to mean calendar days (unless otherwise specified); provided that if the final day of such period falls on a Saturday, Sunday or legal holiday where such thing is to be done, such period shall extend to the first business day thereafter.

14.9 Both Parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

14.10

The stipulations, terms, covenants and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

This Agreement may not be assigned by Purchaser without the consent of the Seller. Purchaser may designate an affiliate to which the Village Property will be conveyed to at the Closing, provided that Purchaser will continue to remain primarily liable under this Agreement notwithstanding any such designation.

14.11 This Agreement may be signed in one or more counterparts, all of which, taken together, shall constitute one and the same document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the date first above written.

"SELLER"

VILLAGE OF DEXTER, a Michigan general law village

By: _____

Its: President

and

By: _____

Its: Clerk

"PURCHASER"

MILL CREEK TERRACE LLC, a Michigan limited liability company

By: _____

Joseph Schulz

Its: Manager

Exhibit List:

- Exhibit "A": Legal Description of Village Property
- Exhibit "B": Legal Description of Vacated portion of Forest Street
- Exhibit "C": Legal Description of Purchaser's Property
- Exhibit "D": Legal Description of Overall Property
- Exhibit "E": Site Plan

RECEIPT OF ESCROW AGENT

First American Title Insurance Corporation hereby acknowledges receipt of the sum of Five Thousand (\$5,000) Dollars that it agrees to hold in escrow as the Earnest Money in accordance with the terms of the foregoing Agreement.

FIRST AMERICAN TITLE INSURANCE
CORPORATION

By: _____

Its: _____

Dated: _____

EXHIBIT A

Legal Description of the Village Property

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Commencing at the Southeast corner of "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 138.73 feet along the Southwesterly line of said Plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N76°09'04"W 26.72 feet; thence N13°50'56"E 12.66 feet; thence N76°09'04"W 26.53 feet; thence N13°50'56"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'56"E 118.33 feet; thence S76°09'30"E 38.67 feet; thence S21°17'08"W 29.59 feet along the Westerly line of Lot B of said Plat; thence S55°10'03"E 25.00 feet along the Southerly line of said Lot B; thence S22°00'49"W 84.86 feet; thence S47°00'00"E 36.28 feet along the Southwesterly line of said Plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning. Containing 0.14 acres. Subject to easements, restrictions and rights of way of record.

EXHIBIT B

Legal Description of Vacated Portion of Forest Street

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Commencing at the Southeast corner of "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 138.73 feet along the Southwesterly line of said plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N76°09'04"W 26.72 feet; thence N13°50'56"E 12.66 feet; thence N76°09'04"W 26.53 feet; thence N13°50'56"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'56"E 21.78 feet; thence S47°00'00"E 89.10 feet along the Southwesterly line of said plat and the Northeasterly line of said Forest Street to the Point of Beginning. Containing 0.02 acres. Subject to easements, restrictions and rights of way of record.

EXHIBIT C

Legal Description of Purchaser's Property

Land in the Village of Dexter, County of Washtenaw, Michigan, described as:

Parcel 1: A part of Lot B in Block 18 of said Village of Dexter, Beginning at a point on the northerly side of said Lot B 104.75 feet westerly from the NE corner of said Lot B; thence N 59.75 degrees West; 82 feet to an alley 20 feet wide; thence S 20.50 degrees West along said alley 40.50 feet; thence S 55.50 degrees East, 82 feet; thence Northeasterly on line parallel with said alley to the Place of Beginning.

Parcel II; The Southeasterly 64 feet and 8 inches of the Northwesterly 89 feet and 8 inches on Lots "C" and "D" in Block 18, according to the recorded plat of the East side of Block 18, Village of Dexter, Washtenaw County, Michigan, as recorded in Liber 60 of Deeds, Page 122, Washtenaw County Records.

Address: 8140 Forest Street

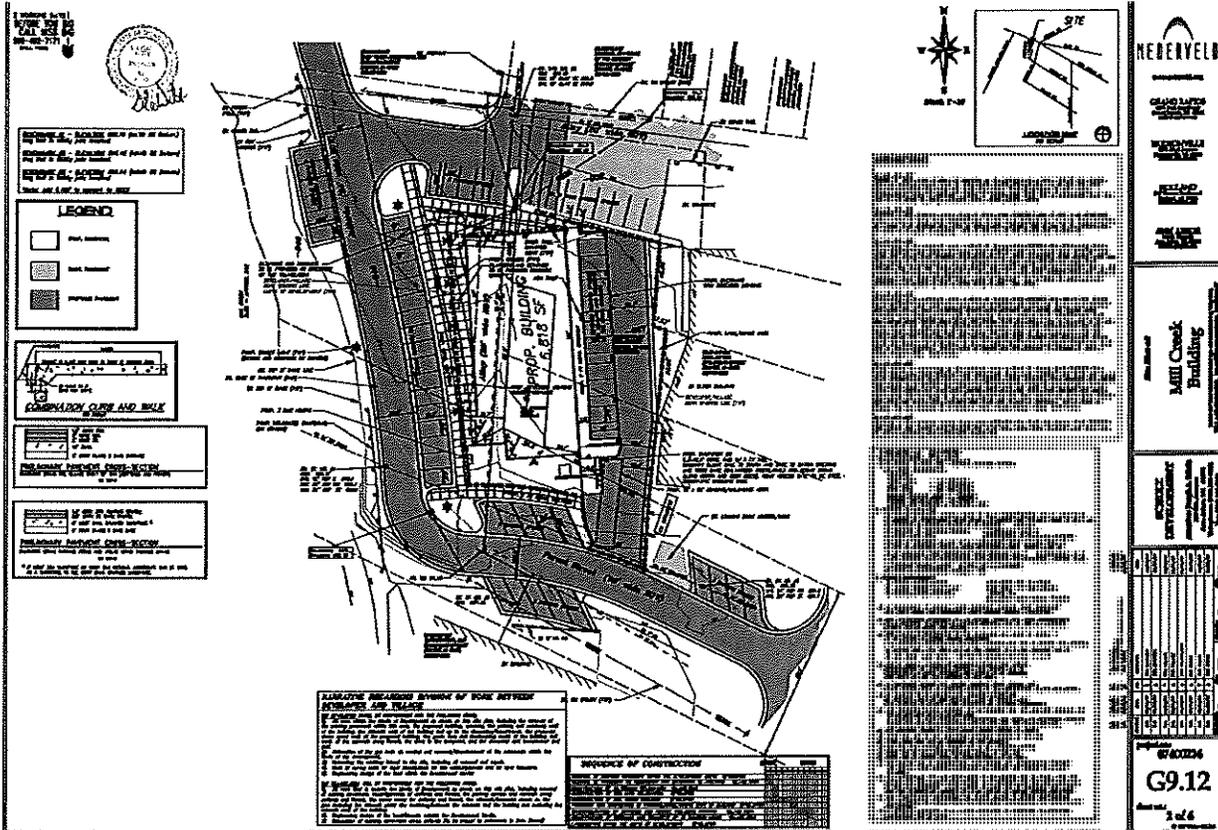
EXHIBIT D

Legal Description of Overall Property

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Commencing at the Southeast corner of "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 110.34 feet along the Southwesterly line of said plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N47°00'00"W 28.39 feet along said Plat line and R.O.W. line; thence N76°09'04"W 26.72 feet; thence N13°50'56"E 12.66 feet; thence N76°09'04"W 26.53 feet; thence N13°50'56"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'56"E 118.33 feet; thence S76°09'30"E 38.67 feet; thence N21°17'08"E 11.14 feet along the Westerly line of Lot B of said Plat; thence S59°29'41"E 82.00 feet along the Northerly line of said Lot B; thence S22°47'18"W 46.81 feet; thence S55°10'03"E 7.67 feet along the Northerly line of Lot C of said Plat; thence S23°38'52"W 93.71 feet to the Point of Beginning. Containing 0.35 acres. Subject to easements, restrictions and rights of way of record.

EXHIBIT E

Site Plan



DET02\271630.2
ID\DJSC

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 25, 2008
Re: DEQ Sanitary Sewer Capacity Update

AGENDA 2-25-08

ITEM L-3

Included for your review is a letter from DEQ responding to the information provided by OHM to support the Village's sewer capacity efforts. A draft resolution is included for your review and will be presented for consideration at the March 10, 2008 meeting. OHM recommended that the Village adopt the resolution as requested in the DEQ letter after we've had a chance to meet with DEQ and understand what the Administrative Consent Order (ACO) will entail.

A meeting is scheduled with the DEQ for Monday, March 3, 2008 to discuss the ACO and other options available to the Village.

RESOLUTION # -2008

**RESOLUTION FOR THE PURPOSE OF
WITHHOLDING CERTIFICATES OF
OCCUPANCY FOR THE CEDARS OF DEXTER
DEVELOPMENT UNTIL AN ADMINISTRATIVE
CONSENT ORDER OR OTHER MUTUALLY
ACCEPTABLE AGREEMENT BETWEEN THE
VILLAGE AND THE DEPARTMENT OF
ENVIRONMENTAL QUALITY IS IN EFFECT**

WHEREAS, the Village of Dexter and the Michigan Department of Environmental Quality (MDEQ) continue to work together to secure the best possible solutions to the Village's sanitary sewer capacity issues, and

WHEREAS, the Village of Dexter desires the release of a Part 41 Permit for the Cedars of Dexter development, and

WHEREAS, the Developer for the Cedars of Dexter project has requested that a Part 41 permit be issued to begin construction, even if the issuance of Certificates of Occupancy will be delayed, and

WHEREAS, the Developer has acknowledged that Village and MDEQ make no commitment as to when an Agreement to allow Certificates of Occupancy will be issued, and Developer may begin construction at their own risk, and

WHEREAS, the MDEQ has offered to consider the release of a Part 41 Sewer Permit for the Cedars of Dexter Project provided a resolution is adopted to withhold certificates of occupancy until an Administrative Consent Order (ACO) or other mutually acceptable agreement is entered into between the Village and MDEQ, and

WHEREAS, the village is willing to withhold Certificates of Occupancy for the Cedars of Dexter until an ACO or other mutually acceptable agreement is entered into between the Village and MDEQ.

NOW THEREFORE BE IT RESOLVED that the Village of Dexter will withhold Certificates of Occupancy for the Cedars of Dexter development until an ACO or other mutually acceptable agreement between the Village of Dexter and the MDEQ is in effect.

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____ 2008.

David F. Boyle, Village Clerk



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

received 2-15-08

February 13, 2008

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

Dear Ms. Dettling:

SUBJECT: Dexter Wastewater Treatment Plant
NPDES Permit No. MI0022829
Notice Letter No. NL-003098 Regarding Bypass of Sand Filters

Department of Environmental Quality (DEQ) staff is in receipt of the village of Dexter's (village's) response to DEQ, Water Bureau Notice Letter No. NL-003098 dated November 30, 2007, regarding sand filter bypassing at the Dexter Wastewater Treatment Plant (WWTP). We received an initial response from Mr. Ed Lobdell dated January 7, 2008. Further information was received from the village's consultant, OHM Engineering (OHM) dated January 30, 2008. OHM also submitted information in response to our October 10, 2007, comments regarding the Cedars of Dexter sanitary sewer plans which were submitted for a construction permit under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. We have reviewed the submitted information and offer the following response:

As noted in the Antecedent Moisture Model Technical Memo dated January 22, 2008, the engineers at OHM believe that the manhole rehabilitation project, which took place in 2006 and 2007, removed approximately 300,000 gallons per day from the sanitary sewer system during wet weather events. We are still reviewing this document and may have additional comments on it at a later date. Although the manhole rehabilitation project appears to be a good start in solving the village's wet weather problems, the memo also goes on to state that the 10-year frequency peak flows are now expected to be 1.9 million gallons per day (mgd). The current peak design capacity at the WWTP is 1.3 mgd. Therefore, it is apparent that the WWTP cannot adequately transport and treat those flows as required by the DEQ's Sanitary Sewer Overflow (SSO) policy. In addition, the information submitted by Mr. Lobdell and OHM did not include data as to when bypasses occurred in the past nor the flows that may necessitate a bypass by the plant operator in response to future wet weather conditions. As a result, there is no way to determine if the inflow and infiltration work has had any impact on the likelihood or frequency of future bypass events. In this case, we must rely on the peak design capacity of the plant.

Rule 41 of the Administrative Rules pursuant to Part 41 states that in order for a permit to be issued certain conditions must be met. The first of those is as follows:

"Proper devices are or will be available and are in satisfactory operation for the collection, transportation, and treatment, before discharge into any public watercourse, lake, drain,

ditch, or groundwater, of the sewage or wastes collected or conveyed by such systems; or a definite program or agreement satisfactory to the department leading to the construction and operation of such collection, transportation, or treatment device shall have been officially adopted by the applicant for such permit and filed in the offices of the department."

Therefore, in order for the DEQ to be able to issue Part 41 permits for projects tributary to the Dexter WWTP, one of two things must occur. (1) The village must be able to transport and treat the wastewater properly or (2) the village must have a plan in place to do so, which is acceptable to the DEQ. We have determined that an adequate plan would need to include a schedule for completing any necessary improvements and must be included in an Administrative Consent Order (ACO).

The DEQ would like to work with the village to resolve the issues at hand. As stated above, we need an acceptable plan in place before being able to allow additional flow to enter the collection system. We are, however, willing to consider issuing the Part 41 permit for the Cedars of Dexter prior to the village signing an ACO under the following conditions:

1. The comments which were provided to OHM and Washtenaw Engineering Company in the October 10, 2007, and February 7, 2008, emails from Ms. Tiffany Myers, Environmental Engineer, of this office must be addressed to her satisfaction.
2. The Village Council must pass a resolution stating that they will not allow any Certificates of Occupancy for the Cedars of Dexter development until an ACO between the village and the DEQ is in effect. This in turn would be added as a special condition to the Part 41 permit.

With regard to the issue of sand filter bypassing at the WWTP: In OHM's response to Notice Letter No. NL-003098 dated January 30, 2008, they state that bypassing of the sand filters did not exceed effluent limitations, was necessary to maintain efficient operation of the WWTP, and is, therefore, exempt from the bypass requirements of the permit. Be advised that the Bypass Prohibition and Notification requirements of Part II.C.9.e. of your National Pollutant Discharge Elimination System (NPDES) permit state: "the permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance [emphasis added] to assure efficient operation." Bypass of the sand filters did not occur due to essential maintenance, but rather due to hydraulic limitations in the sand filters. Therefore, this condition of the permit has not been met. Bypass is defined as the intentional diversion of waste streams from any portion of a treatment facility (Part II.C.9.f.1.). Bypass is prohibited unless the permittee submits notices as required and is subject to the reporting requirements of Part II.C.9.c. and d. of the NPDES permit.

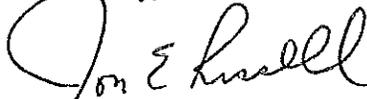
Further clarification regarding applicability of the SSO reporting requirements is provided as follows: The Dexter WWTP was designed to utilize tertiary treatment sand filters to meet the final effluent limitations of their NPDES permit. Under normal operating conditions (i.e. dry weather) the facility uses the sand filters to ensure effluent limits are met. However, in the event of heavy rain(s), a certain percentage of flow has been redirected by the plant operators to bypass the sand filters due to hydraulic limitations. This bypass constitutes a violation of Rule

Ms. Donna Dettling, Village Manager
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~~324.3112a of Part 31, Water Resources Protection, of the NREPA, which applies to discharges of wastewater which are treated to a level less than that required by the facility's NPDES permit. As stated previously, the WWTP currently cannot adequately transport and treat the flows required by the DEQ's SSO policy. Therefore, bypass of the sand filters at flows less than the 25-year/24-hour storm event is considered a discharge of partially treated sewage and is subject to the SSO reporting requirements of Rule 324.3112a of Part 31.~~

My staff will be contacting you to arrange a meeting to further discuss the issues presented in this letter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



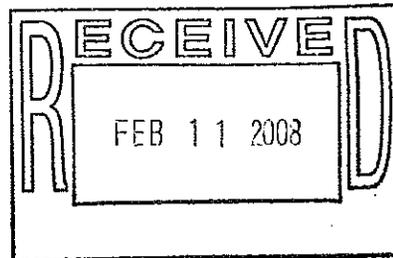
Jon E. Russell
Jackson District Supervisor
Water Bureau
517-780-7847

JER/CLH

cc: Mr. Rhett Gronevelt, OHM Engineering
Mr. Ed Lobdell, Village of Dexter
Mr. Barry Selden, Enforcement Unit, Water Bureau, DEQ-Lansing Office
Ms. Tiffany Myers, Water Bureau, DEQ-Jackson District Office
File: Dexter WWTP, Correspondence, Washtenaw County
File: Dexter WWTP, Part 41, Washtenaw County

AGENDA 2-25-08

ITEM L-4



To: Dexter Village Parks Commission

From: Deanna Steffey

Subject: Resignation

My fellow Commission Members,

I will be resigning my chair on the Dexter Village Parks Commission for personal reasons effective February 11, 2008. I have greatly enjoyed my years of service and wish you all the best of luck with the future of the Village parks.

Respectfully,

A handwritten signature in cursive script that reads "Deanna Steffey".

Deanna Steffey

