

(2)Public Hearing on an Ordinance of Private Sale for property described in Exhibit “A” Parcels 1, 2, and 3. and published February 7, 2008 and included in the Ordinance attached hereto.

ACTION - Consideration of: AN ORDINANCE AUTHORIZING THE PRIVATE SALE OF VILLAGE-OWNED REAL PROPERTY

Page# 21-58

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. Dexter-Chelsea Road Bridge-Posted Weight Change
2. DAFD Board Meeting Schedule
3. Township Meeting Schedules
4. Letter of Interest to Library 2-27-08
5. Response from Library 3-5-08

Page# 59-70

I. REPORTS:

1. Department of Public Services – Ed Lobdell
November-December 2007 & January- February 2008

Page# 71-78

2. Community Development Manager-Allison Bishop
Form Based Zoning Update

Page# 79-90

3. Board, Commission, & Other Reports- “Bi-annual or as needed”

Assistant Village Manager
Dexter Area Chamber

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

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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
WAVE, Representative

4. Subcommittee Reports
 - Facility Committee
 - Mill Pond Park Planning Team
 - Utility Committee

5. Village Manager Report

Page# 91-92

6. President's Report

Page# 93-94

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: **\$101,373.98**

Page# 95-100

2. Consideration of: Budget Amendment to fund Professional Services approved at the last Council meeting for Boundary Survey Services, reduce contingencies.

Page# 101-102

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K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update
Permit Conditions Update from Mike Donahue
Bridge/Dam Pre-construction and Public Meeting Updates
Tentative Pre-Construction March 13 or 14, 2008 TBD
Public Meeting at Mill Creek Middle School March 25, 2008
Page# 103-108

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Appointments to Farmer's Market Oversight Committee
Page# 109-114
2. Consideration of: Recommendation to award the Bid for Third Street improvements to Florence Cement Company of Shelby Township, Michigan in the amount of \$369,625.20.
Page# 115-116
3. Consideration of: Resolution to withhold Certificates of Occupancy for Cedar's of Dexter and the Wellness Center until an ACO is entered into with the DEQ
Page# 117-120
4. Consideration of: Article 8, Section 8.11B11, Special Land Use Standards for Bed and Breakfast Inns, Ordinance Amendment
Page# 121-126
5. Consideration of: Article 10, Section 10.03, One Family Residential District (R1A/R1B) Special Land Uses Ordinance Amendment
Page# 127-128
6. Consideration of: Article 12, Section 12.03, Multiple Family Residential District (R3) Special Land Uses Ordinance Amendment
Page# 129-130

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7. Consideration of: Article 15, Section 15.03, Village Commercial District (VC)
Special Land Uses Ordinance Amendment
Page# 131-134
8. Consideration of: Article 15A, Section 15A.03, Central Business District (CBD)
Special Land Uses Ordinance Amendment
Page# 135-140
9. Discussion of: Preparation for the next Town Hall Meeting
Page# 141-142
10. Discussion of: Volunteer Recognition Suggestion
Page# 143-144
11. Discussion of: Unified Work Program FY 2008-2009
Page# 145-148

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

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

O. 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(c & d).

P. ADJOURNMENT:

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

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 25, 2008

AGENDA 3-10-08
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:35 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-absent
J. Semifero J. Carson R. Tell
J. Smith S. Keough

C. APPROVAL OF THE MINUTES

Town Hall meeting minutes- February 7, 2008

Regular Council Meeting Minutes- February 11, 2008

Motion Semifero, support Smith to approve the Town Hall minutes and regular Council meeting minutes as submitted.

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

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

none

E. APPROVAL OF THE AGENDA

Motion Semifero, support Smith to approve the agenda with the addition of the following I. 2 reports: Dexter Area Chamber, DAFD representative and Parks Commission ex-officio.

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

Nays: none

Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION:

Bert Hoey of Jenny's Farm Market

Complaint about unequal enforcement of no parking and unequal enforcement of sign placement in the Village

H. COMMUNICATIONS:

1. MML action alert- annexation package 2-12-08
2. WCRC project list 2-19-08

I. REPORTS

1. Community Development Manager- Allison Bishop
2. Board, Commission and other reports- biannual or as needed

Dexter Area Chamber- Carol Jones
 Gordon Darr has resigned
 April 8th and 9th –fund raiser
 need help with ice cream social and apple daze

DAFD representative- J. Semifero
 meeting 2-21-08, discussion social security vs. MERS

Parks Commission
 Budget requests for FY 08-09 per Item I.1 agenda 2-25-08
 traffic on Ryan Dr. exposes excessive speeding

WATS policy Committee Rep- J. Carson

3. Subcommittee Reports
 - Facility Committee- Update from 2-19-08
 - Mill Pond Park Planning Team 2-18-08- Allen Green, Chair
4. Village Manager Report
 - Mrs. Dettling submits her report as per packet
5. President's Report
 - Mr. Keough submits his report as per packet

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$355,256.28
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.

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

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

Nays: None

Motion carries

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 of and Discussion of:

1. Consideration of: A proposal from OHM to complete the boundary survey in connection with the City Incorporation process.

Motion Carson, support Semifero to approve the proposal from OHM to complete the boundary survey in connection with the City Incorporation process. (money to be taken from contingencies 101.890.000.955.000 and transferred to 101.101.000.802.000)

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

2. Discussion of: agreement of purchase and sale and option to purchase, relating to the Mill Creek Terrace Project. (public hearing 3-10-08.)
3. Discussion of: response from MDEQ regarding the sanitary sewer capacity and proposed next steps.
4. Consideration of: Accept resignation of Deanna Steffey for the Park Board

Motion Fisher, support Semifero to accept the resignation of Deanna Steffey from the Park Board.

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

M. COUNCIL COMMENTS

Fisher	Thank staff for flowers
Smith	no
Boyle	no
Tell	no
Carson	no
Semifero	snow removal was good
	Can cityhood documents be placed on line?
	Hoey comments were regarding issues outside the Village's control
	Booklet recommended by Mr. Carson, "At the Crossroads", is informative
	Possible to receive agendas from other townships?
	sewer- inflow exceeds capacity- plan to find out where the I &I is coming from?

N. NON-ARRANGED PARTICIPATION

none

O. Motion to go into closed session

Motion Tell, support Smith to enter closed session at 10:01 re: union negotiations and property acquisition.

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

Nays: none

Motion carries

Motion Smith, support Carson to exit closed session at 11:35

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

Nays: none

Motion carries

P. ADJOURNMENT

Motion Fisher, support Smith to adjourn at 11:37

Unanimous voice vote

Hopefully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

**WORK SESSION MINUTES
CITY INCORPORATION PROCESS**

David Rutledge

February 25, 2008

6:30 to 7:30 p.m. Senior Center

AGENDA 3-10-08

ITEM C-2

- David Rutledge provided an overview of the steps for incorporation. His presentation is attached.
- Discussed the Boundary Map and existing village boundary.
- Discussed bordering neighbors of village boundary and their exclusion from the boundary map.
- Discussed possibility that Boundary Commission would alter the village boundary map, attempt to square up village boundary. Mr. Rutledge was not concerned that this would happen; he is more concerned that the legal description of the current village boundary closes, regardless of its irregular appearance.

THE VILLAGE OF DEXTER
STEPS FOR INCORPORATION AS A HOME RULE CITY

Presenter: David Rutledge

February 25, 2008

OUTLINE

- APPROVAL CHECK LIST
- COMMON DEFICIENCIES
- APPROVAL PROCESS
- QUESTIONS

CHECKLIST

PART III

- ACCURATE WRITTEN DESCRIPTION OF AREA TO BE INCORPORATED
- CONSISTENT WITH PERIMETER MAP IN PART I

PART VII (MAP-NOT A FACTOR IN LEGAL SUFFICIENCY)

RELATIONSHIP OF PROPOSED AREA TO ADJACENT UNITS OF GOVERNMENT

COMMON DEFICIENCIES

- INACCURATE LEGAL DESCRIPTION
- MAP & LEGAL DESCRIPTION NOT CONSISTENT WITH EACH OTHER
- INCORRECT BOUNDARIES

OBTAINING APPROVAL

- FORM TASK FORCE TO SURVEY & CONDUCT INFO FORUMS
- PREPARE DRAFT PETITION
- CIRCULATE PETITION FOR SIGNATURES
- FILE PETITION WITH STATE BOUNDARY COMM.
- BOUNDARY COMM. LEGAL SUFFICIENCY HEARING (90 DAYS AFTER FILING)
- PUBLIC HEARING 60-90 DAYS AFTER L/S (IF APPROVED)

OBTAINING APPROVAL

- 30 DAY COMMENT PERIOD
- 7 DAY REBUTTAL PERIOD FOR INVOLVED PARTIES (DURING 30 DAY PERIOD)
- ADJUDICATION (60-90 DAYS AFTER REBUTTAL)
- FINDING OF FACT ADOPTED (30-60 DAYS AFTER ADJUDICATION)
- ORDER ISSUED BY DIRECTOR OF DEPT. OF LABOR & ECON. GROWTH (WITHIN 1-2 WEEKS)

IF REFERENDUM

- PETITIONS ARE CIRCULATED & FILED WITH THE BOUNDARY COMM. (45 DAY CLOCK)
- BOUNDARY COMM. DETERMINES LEGAL SUFFICIENCY OF PETITIONS
- BOUNDARY COMM. SETS REFERENDUM ELECTION DATE

ADOPTION OF CHARTER

- CANDIDATES FILE NOMINATING PETITIONS
- ELECTION OF 9 CHARTER COMMISSIONERS
- WRITE DRAFT CHARTER (MUST MEET WITHIN 10 DAYS—DRAFT PRODUCED WITH IN 90 DAYS)
- GOVERNOR'S OFFICE REVIEWS
- ELECTION ON CHARTER
- IF IT DOES NOT PASS, REPEAT LAST 3 STEPS
- IF APPROVED, EFFECTIVE DATE OF NEW CITY IS DATE IN THE CHARTER

LEGAL SUFFICIENCY CHECKLIST

BASED ON COMMISSION RULES

PART I: PERIMETER MAP OR DRAWING

- CLEARLY IDENTIFY GRAPHICALLY TERRITORY TO BE INCORPORATED
- SUFFICIENT SCALE & CLARITY
- SUBSTANTIALLY ACCURATE & CONSISTENT WITH LEGAL DISCRPTION IN PART III
- UNAMBIGUOUS TO A LAYPERSON

-2008
RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF DEXTER TO VACATE CERTAIN PUBLIC
RIGHT OF WAYS

AGENDA 3-10-08
ITEM F-1

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)ss:

I, **DAVID F. BOYLE**, Clerk of the Village of Dexter, Michigan, a General Law Village, do hereby certify that at a Regular meeting of the Dexter Village Council held at The Dexter Senior Center, 7720 Dexter-Ann Arbor Road, Dexter, Michigan 48130, at 7:30 o'clock p.m., Eastern Standard Time, on March 10, 2008,

Members present:

Members absent:

The following preamble and resolution was offered by member _____ and supported by member _____:

WHEREAS it is in the interest of the Village of Dexter to vacate certain public rights of way pursuant to MCL sections 67.12 and 67.13, and those statutory provisions grant the authority to vacate any street, alley or public ground to the Village Council of the Village of Dexter; and

WHEREAS certain public rights of way are no longer in continuous use by the general public, are unnecessary to property owners as access routes, or said access routes may require maintenance or regulation and thus pose a potential liability to the Village of Dexter; and

WHEREAS it is the desire of Council to support redevelopment in this area that is consistent with the Downtown Development Strategic Plan, and

WHEREAS a Resolution declaring the intent of Council of the Village of Dexter to Vacate certain public right of ways was presented on January 28, 2008.

NOW THEREFORE BE IT RESOLVED that the Village Council of the Village of Dexter, a Michigan General Law Village, does hereby resolve to vacate certain alleys and rights of way as identified more fully in the attached exhibits, which are attached to this Resolution and will remain exhibits of this Resolution. Any infrastructure located in said alley, including but not limited to sanitary sewer, storm sewer, water, electric and telecommunications will be relocated.

This resolution shall continue in full force and effect until revoked, altered or modified by subsequent action of the Village Council.

AYES

NAYS

I further certify that said Resolution and amendments were adopted in accordance with the Open Meetings Act.

DAVID F. BOYLE
Dexter Village Clerk

Dated: March 10, 2008.

EXHIBIT "A"

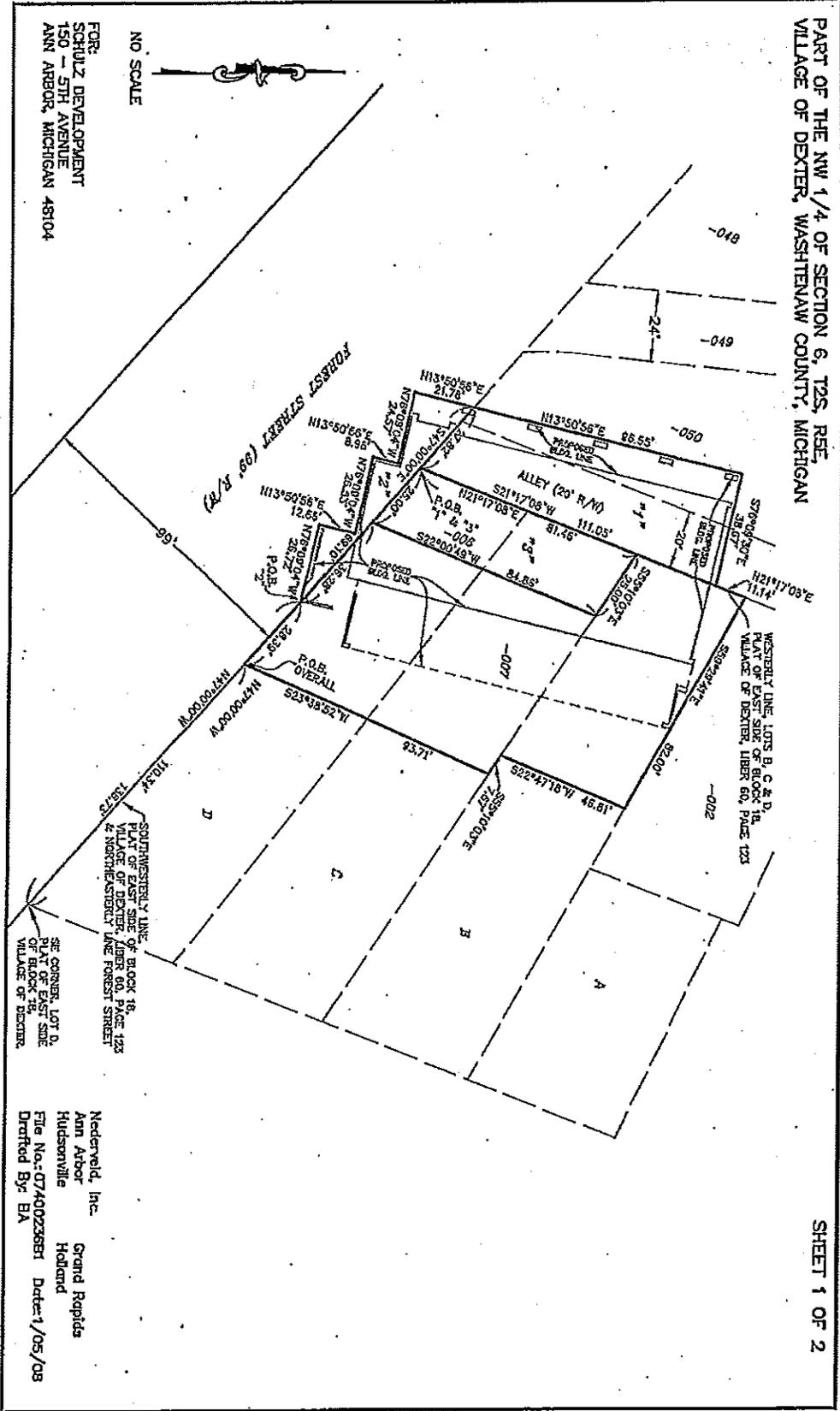


EXHIBIT "A"

PART OF THE NW 1/4 OF SECTION 6, T2S, R5E,
VILLAGE OF DEXTER, WASHINGTON COUNTY, MICHIGAN

SHEET 2 OF 2

PARCEL "1"
(PT. OF FOREST STREET R.O.W.)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Plot of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 27.82 feet along the Southwesterly line of said plot extended, also being the Northeastly right of way line of Forest Street (99' wide); thence N13°50'56"E 96.55 feet; thence S76°09'30"E 38.67 feet; thence S21°17'08"W 11.05 feet along the Westerly line of Lots B, C & D of said plot, also being the Easterly line of a 20' wide alley, to the Point of Beginning. Containing 0.08 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "2"
(PT. OF FOREST STREET R.O.W.)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Commencing at the Southwest corner of "Plot 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 plot, also being the Northeastly 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 plot and the Northeastly line of said Forest Street to the Point of Beginning. Containing 0.02 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "3"
(PT. OF FOREST STREET R.O.W.)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Plot of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N21°17'08"E 81.46 feet to the Northwest corner of Lot C of said Plot; thence S55°10'03"E 25.00 feet along the Northerly line of said Lot C; thence S22°00'49"W 84.86 feet; thence N47°00'00"W 25.00 feet along the Southwesterly line of said Lot D, also being the Northeastly right of way line of Forest Street (99' wide) to the Point of Beginning. Containing 0.05 acres. Subject to easements, restrictions and rights of way of record.

OVERALL PARCEL
(PT. OF FOREST STREET R.O.W.; PT. HD-08-08-210-050; PT. 20' WIDE ALLEY; HD-08-08-210-008; HD-08-08-210-007)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Commencing at the Southeast corner of "Plot 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 plot, also being the Northeastly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N47°00'00"W 28.39 feet along said Plot 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 Plot; thence S55°09'47"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 Plot; 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.

FOR:
SCHULZ DEVELOPMENT
150 - 5TH AVENUE
ANN ARBOR, MICHIGAN 48104

Modernd, Inc.
Ann Arbor
Hudsonville
Grand Rapids
Holland
File No.: 0740023581 Date: 1/05/08
Drafted By: BA

NOTICE

Notice is hereby given that the Dexter Village Council will take action on a Resolution to vacate certain public right of ways, approximately located at the corner of Forest and Jeffords, on Monday, March 10, 2008 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor Street, Dexter, Michigan.

The Resolution is published with this notice and the public rights of way are identified more fully in the map available at the Village Offices.

A copy of this Resolution and exhibits is available at the Village Office, located on the second floor of the National City Bank Building 8123 Main Street, Dexter MI weekdays between 9:00 am and 5:00 pm.

**RESOLUTION DECLARING THE
INTENT OF THE COUNCIL OF THE
VILLAGE OF DEXTER TO VACATE
CERTAIN PUBLIC RIGHT OF WAYS**

(STATE OF MICHIGAN)

(COUNTY OF WASHTENAW):

I, DAVID BOYLE, Clerk of the Village of Dexter, Michigan, a General Law Village, do hereby certify that at a Regular meeting of the Dexter Village Council held at The Dexter Senior Center, 7720 Dexter-Ann Arbor Road, Dexter, Michigan 48130, at 7:30 o'clock p.m., Eastern Standard Time, on the 28th of January 2008.

The following preamble and resolution was offered by Carson and supported by member Smith:

WHEREAS it is in the interest of the Village of Dexter to vacate certain public rights of way pursuant to MCL sections 67.12 and 67.13, and those statutory provisions grant the authority to vacate any street, alley or public ground to the Village Council of the Village of Dexter; and

WHEREAS certain public rights of way are no longer in continuous use by the general public, are unnecessary to property owners as access routes, or said access routes may require maintenance or regulation and thus pose a potential liability to the Village of Dexter; and

WHEREAS it is the desire of Council to support redevelopment in this area that is consistent with the downtown Development Strategic Plan.

NOW THEREFORE BE IT RESOLVED, that the Village Council of the Village of Dexter, a Michigan General Law Village does hereby declare its intent to vacate the alley as identified more fully in the attached exhibit parcel "1". All property owners with property abutting the proposed vacated parcels shall be notified in writing. Notification shall be sent to the address on file for these parcels with the Village Treasurer within 10 days of the passage of this resolution if they have not been so notified previous to this meeting. The meeting wherein the

vote on the proposed vacation of the affected parcels shall occur on or after March 10, 2008 and be properly noticed pursuant to the laws of the State of Michigan, and

NOW THEREFORE BE IT RESOLVED, that a Public Hearing is set for Monday, March 10, 2008.

This resolution shall continue in full force and effect until revoked, altered or modified by subsequent action of the Village Council.

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

NAYS:

None

I further certify that said Resolution and amendments were adopted in accordance with the Open Meetings Act.

Publish: February 7, 2008

**ORDINANCE NO. 2008-
AN ORDINANCE AUTHORIZING THE PRIVATE
SALE OF VILLAGE-OWNED REAL PROPERTY**

WHEREAS, the Village has received an offer for a piece of its property that is more than the appraised value, and

WHEREAS, the combination of this property with property currently owned by the buyer makes the proposed project viable, and

WHEREAS, this redevelopment is in line with the Downtown Development Authority's current Development Plan and will provide a benefit to the public due to its revitalization of a blighted property,

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Dexter, Washtenaw County, Michigan:

SECTION 1. Authority

Pursuant to the provisions of Chapter VII, Section 4 of 1895 P.A. 3, as amended 1974 PA 67 and 1998 PA 254 and 1998 PA 255 (M.C.L. 67.4, M.S.A.A. 5.1288), the Council of the Village of Dexter determines to make a private sale of the real property, which is not a public park, described on the terms and conditions herein set forth by Joe Schulz, as purchaser.

SECTION 2. Acceptance of Agreement

The Village President and Village Clerk are authorized and directed to sign an agreement on behalf of the Village and to take the necessary steps to perform the obligations of the Village there under. The officers and their successors in office are further authorized to sign contracts and deeds of conveyance as may be required pursuant to the preliminary agreement upon fulfillment of the agreement.

SECTION 3. Description of Land

The land hereby authorized to be sold is described as follows:

EXHIBIT "A" Parcels 1, 2, and 3

SECTION 4. Effective Date

This Ordinance shall take effect on the day after its publication in a newspaper of general circulation in the Village of Dexter.

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with the Open Meetings Act.

THIS ORDINANCE IS HEREBY DECLARED ADOPTED THIS _____

David F. Boyle, Village Clerk

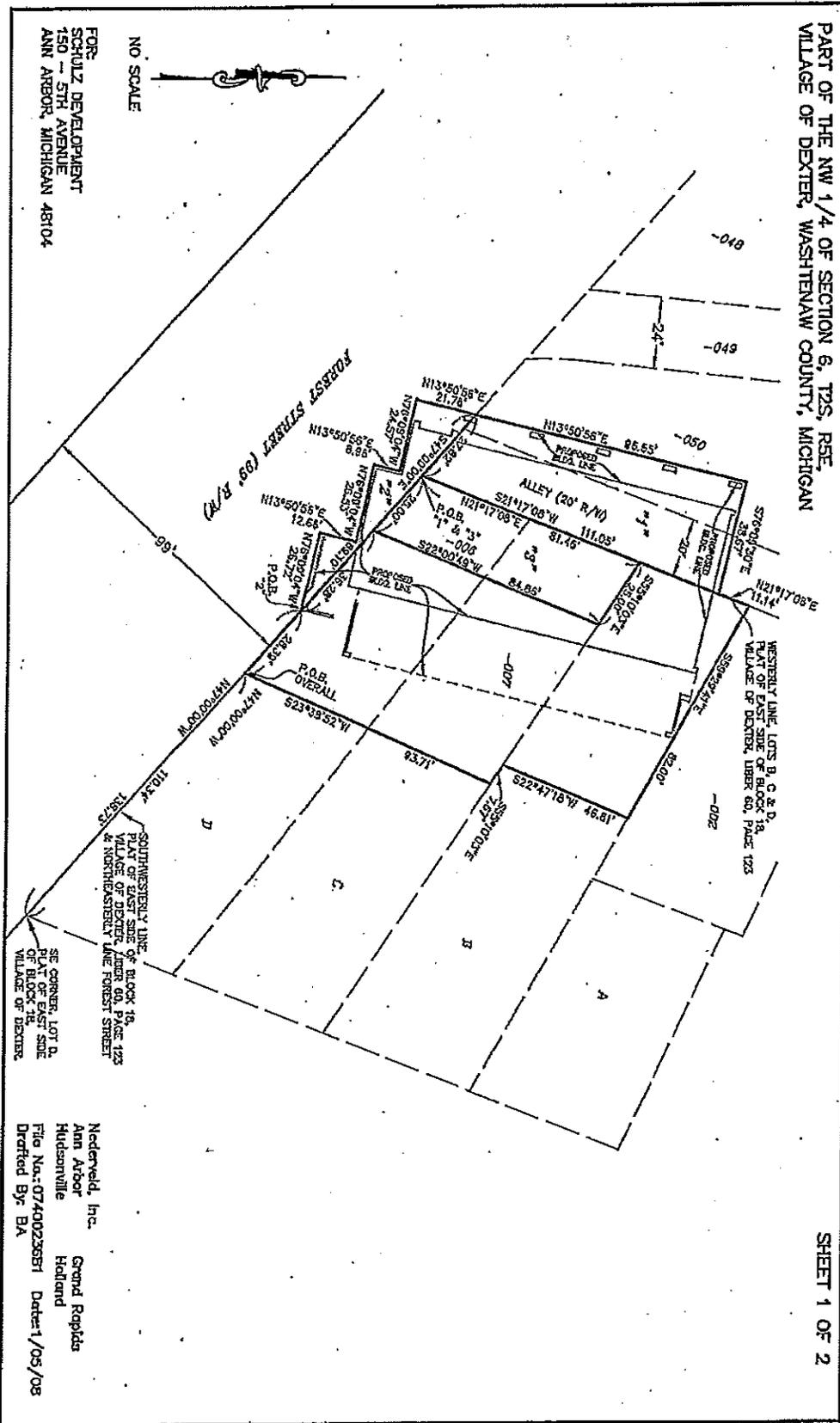
PUBLICATION DATE

EFFECTIVE DATE

EXHIBIT "A"

PART OF THE NW 1/4 OF SECTION 6, T25, R5E,
VILLAGE OF DEXTER, WASHTEENAW COUNTY, MICHIGAN

SHEET 1 OF 2



FOR
SCHULZ DEVELOPMENT
150 - 5TH AVENUE
ANN ARBOR, MICHIGAN 48104

NO SCALE



Nederveeld, Inc.
Ann Arbor
Hudsonville
Grand Rapids
Holland
File No.: 07400235B1 Date: 1/05/08
Drafted By: BA

EXHIBIT "A"

PART OF THE NW 1/4 OF SECTION 6, T2S, R5E,
VILLAGE OF DEXTER, WASHINGTON COUNTY, MICHIGAN

SHEET 2 OF 2

PARCEL "1"
(PT. HD-08-06-210-050 & PT. 20' WIDE ALLEY)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Part of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 27.82 feet along the Southwesterly line of said plat extended, also being the Northwesterly right of way line of Forest Street (99' wide); thence N13°50'36"E 98.55 feet; thence S76°09'30"E 38.67 feet; thence S21°17'08"W 111.05 feet along the Westerly line of Lots B, C & D of said plat, also being the Easterly line of a 20' wide alley, to the Point of Beginning. Containing 0.08 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "2"
(PT. OF FOREST STREET R.O.W.)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Commencing at the Southeast corner of "Part 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 Northwesterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N76°09'04"W 28.72 feet; thence N13°50'36"E 12.66 feet; thence N76°09'04"W 28.53 feet; thence N13°50'36"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'36"E 21.78 feet; thence S47°00'00"E 89.10 feet along the Southwesterly line of said plat and the Northwesterly line of said Forest Street to the Point of Beginning. Containing 0.02 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "3"
(HD-08-06-210-006)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Part of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N21°17'08"E 81.46 feet to the Northwest corner of Lot C of said Plat; thence S55°10'03"E 25.00 feet along the Northerly line of said Lot C; thence S22°00'49"W 84.86 feet; thence N47°00'00"W 25.00 feet along the Southwesterly line of said Lot D, also being the Northwesterly right of way line of Forest Street (99' wide) to the Point of Beginning. Containing 0.05 acres. Subject to easements, restrictions and rights of way of record.

OVERALL PARCEL
(PT. OF FOREST STREET R.O.W., PT. HD-08-06-210-050; PT. 20' WIDE ALLEY; HD-08-06-210-006; HD-08-06-210-007)
A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washington County, Michigan, described as: Commencing at the Southeast corner of "Part 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 Northwesterly 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 28.72 feet; thence N13°50'36"E 12.66 feet; thence N76°09'04"W 28.53 feet; thence N13°50'36"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'36"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°04'47"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.

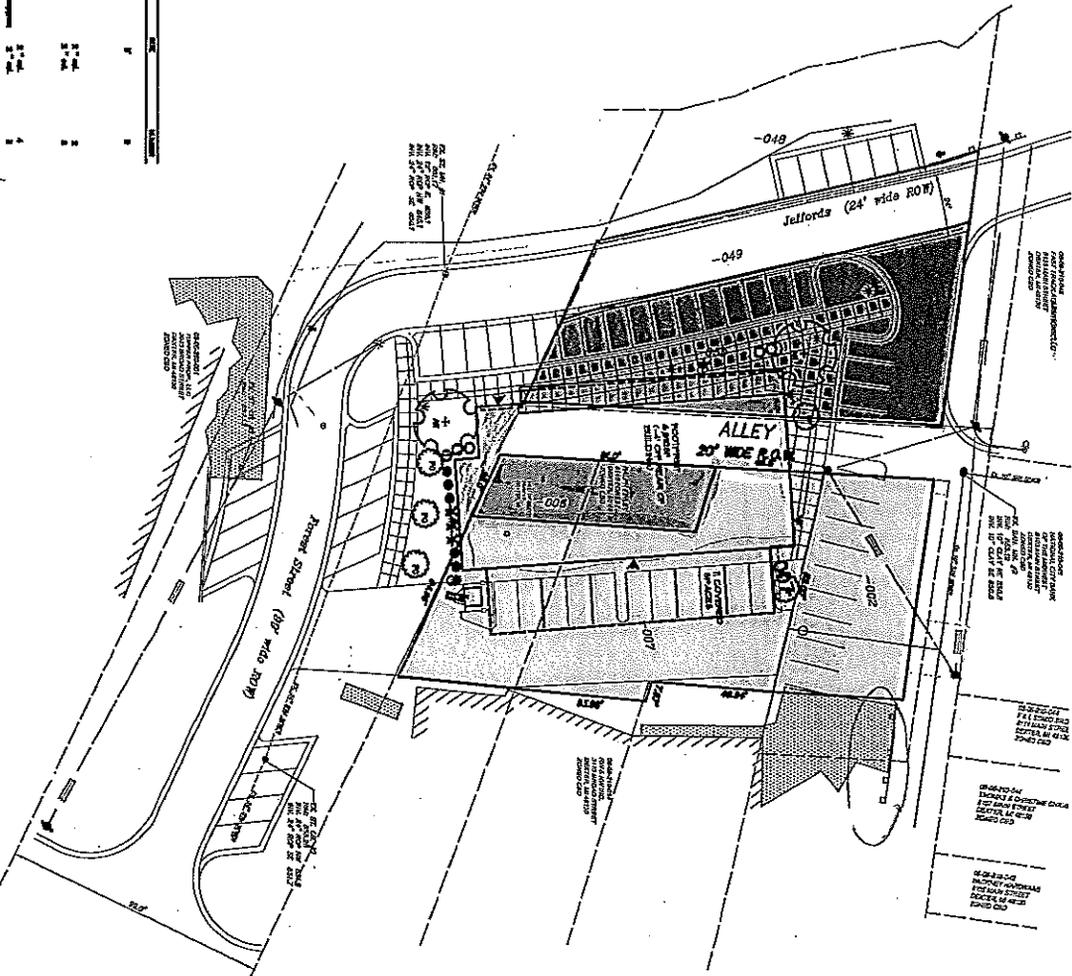
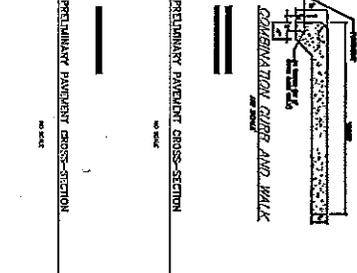
FOR:
SCHULZ DEVELOPMENT
150 - 5TH AVENUE
ANN ARBOR, MICHIGAN 48104

Naderfeld, Inc.
Ann Arbor
Hudsonville
Grand Rapids
Holland
File No.: 07400236B1 Date: 1/05/08
Drafted By: BA

2. BEFORE YOU BUY
 CALL MISS BIE
 800-482-7171
 CRYSTAL CLEAR

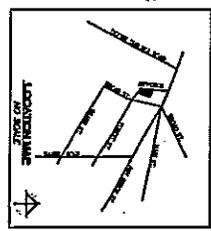
LANDSCAPE LEGEND

Symbol	Plant Name	Quantity	Notes
(Tree symbol)	Plant Name	1	
(Shrub symbol)	Plant Name	2	
(Flower symbol)	Plant Name	3	
(Grass symbol)	Plant Name	4	
(Water symbol)	Plant Name	5	
(Path symbol)	Plant Name	6	
(Furniture symbol)	Plant Name	7	
(Lighting symbol)	Plant Name	8	
(Wall symbol)	Plant Name	9	
(Fence symbol)	Plant Name	10	



GENERAL NOTES

DESCRIPTION

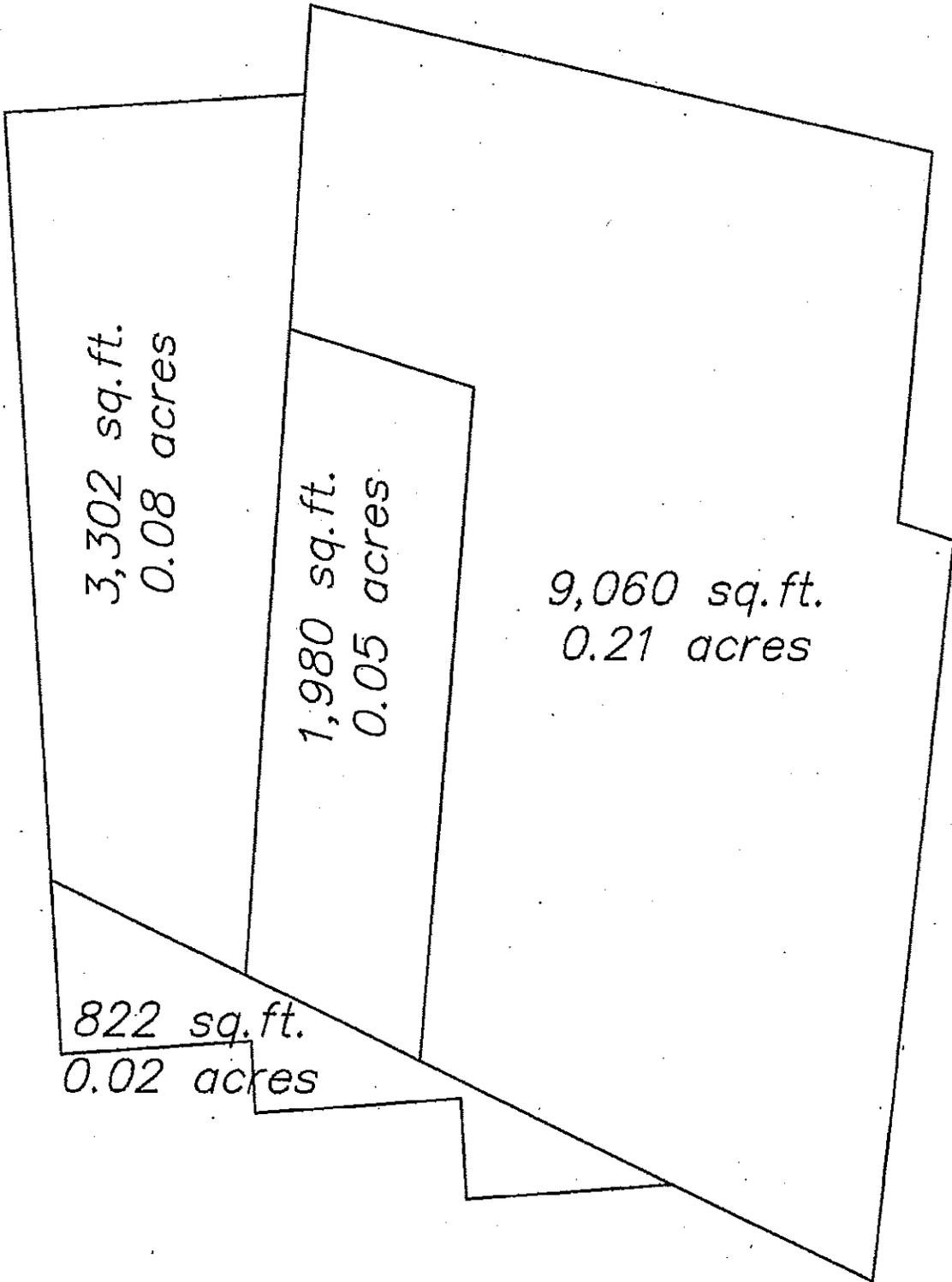


Sheet No.	Project No.	Scale	Date
G7B.6	07400236		

SCHULZ DEVELOPMENT
 Attention: Joseph A. Schulz
 150-25 Avenue
 Ann Arbor, MI 48104
 Telephone (734) 213-4551
 Fax (734) 213-0553

Site Plan and Landscape Plan
 of
Mill Creek Building
 PART OF THE NORTHWEST 1/4 OF SECTION 12, T28 N,
 R10 E, VILLAGE OF DEER, WASHINGTON COUNTY, MICHIGAN

NEDELFELD
 www.nedelfeld.com
 GRAND RAVINES
 HOLLAND
 HOSCHKOWITZ
 ANN ARBOR
 HOLLAND
 HOSCHKOWITZ
 ANN ARBOR



NOTICE

Notice is hereby given that the Dexter Village Council will take action on the following Ordinance on Monday, March 10, 2008 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor, Dexter, Michigan.

A copy of this Ordinance and exhibits is available at the Village Office, located on the second floor of the National City Bank Building, 8123 Main Street, Dexter, MI weekdays between 9am and 5pm.

ORDINANCE NO. 2008-

AN ORDINANCE AUTHORIZING THE PRIVATE SALE OF VILLAGE-OWNED REAL PROPERTY

WHEREAS, the Village has received an offer for a piece of its property that is more than the appraised value, and

WHEREAS, the combination of this property with property currently owned by the buyer makes the proposed project viable, and

WHEREAS, this redevelopment is in line with the Downtown Development Authority’s current Development Plan and will provide a benefit to the public due to its revitalization of a blighted property,

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Dexter, Washtenaw County, Michigan:

SECTION 1. Authority

Pursuant to the provisions of Chapter VII, Section 4 of 1895 P.A. 3, as amended 1974 PA 67 and 1998 PA 254 and 1998 PA 255 (M.C.L. 67.4, M.S.A.A. 5.1288), the Council of the Village of Dexter determines to make a private sale of the real property, which is not a public park, described on the terms and conditions herein set forth by Joe Schulz, as purchaser.

SECTION 2. Acceptance of Agreement

The Village President and Village Clerk are authorized and directed to sign an agreement on behalf of the Village and to take the necessary steps to perform the obligations of the Village there under. The officers and their successors in office are further authorized to sign contracts and deeds of conveyance as may be required pursuant to the preliminary agreement upon fulfillment of the agreement.

SECTION 3. Description of Land

The land hereby authorized to be sold is described as follows:

EXHIBIT “A” Parcels 1, 2, and 3

SECTION 4. Effective Date

This Ordinance shall take effect on the day after its publication in a newspaper of general circulation in the Village of Dexter.

**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 is described on Exhibit "B" attached hereto), and a 20 foot wide public alley (such 20 foot wide alley, the portion of Forest Street described on Exhibit "B" and the land described on Exhibit "A" attached hereto are collectively 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 new building ("New Building") on the Overall Property according to the Site Plan approved by Seller prior to the Effective Date which is attached hereto as Exhibit "E" (the "Site Plan").

C. In preparation for and prior to the Closing of 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 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; and² 1.2 The personal property (the "Personal Property") located on the Village Property, if any, which is used in connection with the operation of the³ 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) (calculated based on \$29 x 6,104 square feet of Village Property),⁴ (the "Village Property Purchase Price"). The Village Property Purchase Price shall be paid as follows:

(a) At Closing (as hereinafter defined), Purchaser shall pay Seller an amount equal to the Village Property 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 expiration of the Inspection Period defined below, at which time, if this Agreement remains in full force and effect, the Earnest Money shall become non-refundable except in the event of a default by Seller hereunder. The Earnest Money shall be held in escrow in an interest bearing account and shall be applied to and credited toward the Village Property 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 (but not the obligation) 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~~^{thirty} ~~thirty~~^(5/30⁸) 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 Section 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 Section 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 March 31, 2008, and that if such Vacated Property is not vacated by such date, Purchaser, at its sole discretion and as its sole remedy, 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 Village Property 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 Village Property 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.

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 Subject to the other terms and conditions of this Agreement, 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 Village Property 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 Village Property 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. Purchaser shall pay the cost of recording the Covenant Deed and any documents necessary in connection with Purchaser's financing for the acquisition of the Village Property.

10.4 Purchaser shall pay the balance of the Village Property 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, deliver and cause the Title Company to record an Encroachment Agreement in the form set forth on Exhibit "F" attached hereto in the Washtenaw County Register of Deeds.

~~10.7 Seller shall execute and deliver to Purchaser a Bill of Sale for the Personal Property warranting that the Personal Property is free and clear of all claims, liens, security interests, encumbrances and rights of third parties, but without representations or warranties of any kind, express or implied, relating to the condition, merchantability or fitness for a particular purpose of the Personal Property.⁹~~

10.7 Intentionally deleted.¹⁰

10.8 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 VILLAGE 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 UNIT(S) LOCATED IN NEW BUILDING

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" ("First Option Space") in the New Building 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 First Option Space or Second Option Space (defined below), as the case may be, from adjacent tenants or unit owners, without floor finishes or wall coverings and with utilities stubbed to the point of connection within the First Option Space or Second Option Space, as the case may be. Subject to the last grammatical paragraph of this Section 13.1, the purchase price for the First Option Space shall be One Hundred Thirty Dollars (\$130) per square foot based on BOMA standard measurements. Purchaser also grants to 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" ("Second Option Space") in the New Building (the First Option Space and Second Option Space are each referred to herein as the "Option Space" and collectively as the "Option Spaces"). Subject to the following grammatical paragraph, the purchase price for the Second Option Space shall be One Hundred Forty-five Dollars (\$145) per square foot based on BOMA standard measurements. The First Option Space and Second Option Space are identified on the floor plan of the New Building attached hereto as Exhibit "G". In the event Seller exercises

either its First Option Grant or Second Option Grant, Seller shall close on the purchase of such First Option Space or Second Option Space, as the case may be, within thirty (30) days following satisfaction of each of the following conditions precedent (the "Purchase Option Conditions"):

(a) Prior to the Option Closing Date, Purchaser shall have established a condominium (the "Condominium") which includes 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"). Purchaser shall be responsible for all costs to be incurred to establish the Condominium. Within seven (7) days after the Effective Date, Purchaser shall provide copies of the following documents to Seller: (i) the Master Deed of Mill Creek Terrace in the form that it will be submitted to the Washtenaw County Register of Deeds (together with the Exhibit A Bylaws and the Exhibit B Condominium Subdivision Plans); (ii) the Disclosure Statement of Mill Creek Terrace (together with a copy of the estimated first year budget for the Association); (iii) any Escrow Agreement between Purchaser and Title Company, which is required under the Condominium Act; and (iv) any Limited Warranty applicable to either Option Space (collectively, the "Condominium Documents"). Seller shall have a period of thirty (30) days after receipt of the Condominium Documents to review and approve or disapprove of the same by delivery of written notice to Purchaser ("Condominium Review Notice") prior to the expiration of such thirty (30) day period. If Seller either: (i) provides Purchaser with a Condominium Review Notice in which Seller disapproves of any of the Condominium Documents; or (ii) fails to provide Purchaser with the Condominium Review Notice within said thirty (30) day period, Seller's First Option Grant, Second Option Grant and right of first offer contained in Section 13.4 below shall all automatically terminate and be of no further force or effect. Purchaser shall not make material modifications to the Condominium Documents approved by Seller without first obtaining Seller's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed¹¹; and

(b) Purchaser shall notify Seller in writing not less than thirty (30) days in advance of the date on which Purchaser estimates the First Option Space and¹² or¹³ Second Option Space, as the case may be¹⁴ will be substantially completed in accordance with the Condominium Subdivision Plan attached to the Master Deed as Exhibit B and the specifications set forth in this Section 13.1 above ("Completion Notice"). "Substantial completion" of the First Option Space and Second Option Space shall be determined by (i)¹⁵ the issuance to Seller¹⁶ of a certificate of completion by Purchaser's architectural firm, which is certified to Seller¹⁷ certifying that the First Option Space or Second Option Space, as the case may be, and the Building Core and Shell (as defined in Exhibit "H" attached hereto) have been completed in accordance with the Condominium Subdivision Plan attached to the Master Deed as Exhibit, the specifications set forth in this Section 13.1 above and the plans and specifications prepared by the Purchaser's architect for the New Building and (ii) Purchaser provides Seller with evidence that the First Option Space or Second Option Space, as the case may be, and the Building Core and Shell are complete to the extent necessary for the municipality or other governmental or quasi-governmental authority having jurisdiction thereof to issue a certificate of completion or its equivalent (if any), or for such authority to take such other action as may be customary to signify that the improvements have been completed in compliance with applicable laws, rules, ordinances and regulations¹⁸. Seller acknowledges that "substantial completion" does not require the issuance of a certificate of occupancy for the First Option Space or Second Option Space. Within thirty (30) days after Seller's receipt of the Completion Notice, but prior to the Option Closing Date, Seller and Purchaser shall make an inspection of the First Option

Space or Second Option Space, as the case may be, and shall mutually and reasonably agree on the items of work that are not in the agreed-upon condition ("Punch List Items"): The parties shall mutually agree upon a holdback from the Option Space Purchase Price (as defined below) equal to 125% of the cost to complete the Punch List Items.¹⁹ Purchaser shall complete or correct the Punch List Items within a reasonable time after the Option Closing Date, subject to the availability of labor or materials and other circumstances beyond the reasonable control of Purchaser. Seller agrees to grant Purchaser and its agents access to the Option Space after the Option Closing Date to complete or correct Punch List Items.

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

Notwithstanding anything contained herein to the contrary, in the event that Seller exercises either its First Option Grant or Second Option Grant as provided herein, Seller shall also pay Purchaser, as an increase to the purchase price for the First Option Space or Second Option Space, as the case may be, the amount of Fifty-four Thousand Nine Hundred Thirty-six and 00/100 Dollars (\$54,936.00) (calculated based on \$9 x 6,104 square feet of Village Property)²⁰ (the "Additional Purchase Price"). The Additional Purchase Price shall be paid to Purchaser on the Option Closing Date.

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 First Option Space or Second Option Space, as the case may be, 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 "Option Closing Date"). Notwithstanding the foregoing, in the event the Purchase Option Conditions are not satisfied or waived by May 1, 2009, Seller may elect to rescind its exercise of the First Option Grant or Second Option Grant, as the case may be²¹;

(b) The purchase price for the Option Space and the Additional Purchase Price (collectively, the "Option Space Purchase Price") shall be payable by Seller to Purchaser on the Option 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. At the closing of the Option Space, Seller shall pay to the Mill Creek Terrace Condominium Association ("Association") an amount equal to two (2) full months of condominium association assessments based on the estimated budget of the Association, which sum, together with amounts received by the Association from other Condominium unit purchasers, shall be used to fund initial reserves or the working capital fund of the Association pursuant to the Master Deed. In addition, at the closing of the Option Space Seller shall pay to the Association: (i) Seller's pro rata share of the assessments for common expenses of the Condominium payable for the month during which the Option Space closing occurs based on

the number of days in such month falling on and after the Option Closing Date; (ii) the assessment for common expenses of the Condominium payable for the first month after the month in which Option Space closing occurs; and (iii) Seller's pro rata share of any prepaid insurance premiums applicable to the Condominium. Each party shall bear its own attorneys' fees;

(c) Purchaser shall convey to Seller fee simple title to the Option Space by a Covenant Deed which shall be in sufficient form to be recorded and conveying title to the Option Space subject only to the Permitted Exceptions, the Master Deed approved by Seller²² and general real estate taxes not yet due and payable;

(d) As evidence of title, Purchaser shall deliver a commitment for an ALTA owner's policy of title insurance along with copies of all underlying title documents, issued by the Title Company, committing the Title Company to issue on the Option Closing Date and, at Purchaser's expense, a title policy insuring Seller as the holder of fee simple title to the Option Space in an amount equal to the full amount of the Option Space Purchase Price (the "Option Space Title Commitment");

(e) The policy of title insurance to be delivered on the Option Closing Date (the "Title Policy") shall: (i) insure Seller as the holder of fee simple title to the Option Space, subject to the Permitted Exceptions, 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 Option Space Title Commitment and the later of (x) the Option Closing Date and (y) the date on which the Covenant Deed to Seller is properly recorded, and (iv) delete the preprinted or so-called "standard" exceptions. Notwithstanding anything contained herein to the contrary, Seller shall have a period of thirty (30) days after receipt of the Option Space Title Commitment to determine and notify Purchaser in writing if the Option Space Title Commitment contains any encumbrances or exceptions which unreasonably interfere with Seller's intended build-out or use of the Option Space. Notwithstanding the foregoing, Seller acknowledges and agrees that Seller shall not have the right to object to any of the Permitted Exceptions or liens securing a determinable monetary amount which will be discharged in full by Purchaser on or before the Option Closing Date. Upon receipt of Seller's title objection notice, Purchaser shall have the right, but not the obligation, to eliminate any such encumbrances or exceptions within twenty (20) days of receipt of such notice. If Purchaser is unable or unwilling to eliminate such encumbrances or exceptions within the aforesaid period, Seller may, at Seller's option:

(-1-) Waive its objections to and accept title to the Option Space subject to such encumbrances or exceptions; or

(-2-) Rescind the exercise of its option to purchase the Option Space by providing written notice of such election to Purchaser within ten (10) days after Purchaser's failure to eliminate the encumbrances or exceptions within the aforementioned twenty (20) day period.

(f) Purchaser and Seller shall execute a Closing Statement providing for the prorations and adjustments as contemplated in Section 13.2 (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.

(i) SELLER ACKNOWLEDGES AND AGREES THAT SELLER IS PURCHASING THE OPTION SPACE "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DELIVERED WITH THE CONDOMINIUM DOCUMENTS²³) OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF, PURCHASER.

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 Option Space or the Second Option Space, or any portion thereof, prior to the earlier to occur of: (i) Seller exercising the First or Second Option Grant; or (ii) Seller waiving or terminating its First or Second Option Grant, Purchaser shall notify Seller of such offer in writing, which notice shall include a copy of the offer and the identification of the portion of the 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 Option Grant 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 Option Grants or the right of first offer contained in this Section 13.4.

13.5 **Duration of Option.** The term of the First Option Grant and the Second Option Grant ("Option Term") shall each expire on the date which is three hundred sixty-five (365) days after the Effective Date unless Seller exercises either Option Grant 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 unless Seller has waived or terminated either Option Grant as set forth herein. Seller acknowledges and agrees that the exercise of either Option Grant automatically and fully terminates the other Option Grant without further action by Purchaser.

The provisions of this Section 13 shall survive Closing and delivery of the Covenant Deed to 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 Sections 14.6 and 14.7 shall survive Closing and delivery of the Covenant Deeds to Purchaser and to Seller.

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 liability company

By: _____

Joseph Schulz

Its: Manager

limited

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
- Exhibit "F": Form of Encroachment Agreement
- Exhibit "G": Floor Plans of First Option Space and Second Option Space

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

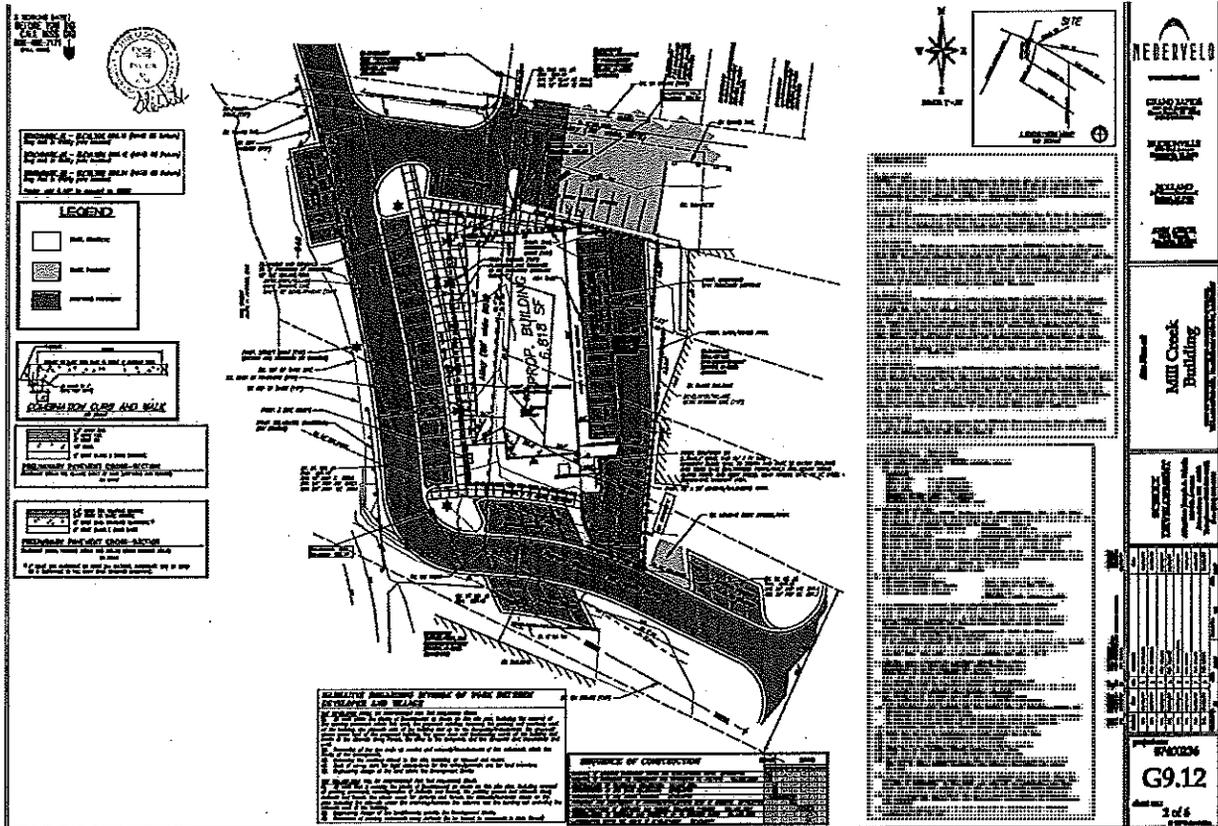


EXHIBIT F

Form of Encroachment Agreement

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made this ____ day of March, 2008, by the VILLAGE OF DEXTER, a Michigan general law village, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Grantor"), MILL CREEK TERRACE LLC, a Michigan limited liability company, whose address is 150 S. Main Fifth Street, Suite 203, Ann Arbor, Michigan 48104 ("Developer") and Mill Creek Terrace Condominium Association, a Michigan non-profit corporation (the "Association"; Developer and the Association are collectively referred to herein as "Grantees"; Grantor and Grantees are collectively referred to herein as the "Parties").

RECITALS

A. Grantor is the fee simple owner of a parcel of land comprising approximately ____ acres located in the Village of Dexter, Washtenaw County, Michigan (the "Burdened Property"), which Burdened Property is more particularly described on Exhibit A attached hereto.

B. Developer is the fee simple owner of a parcel of land comprising approximately .35 acres located adjacent to the Burdened Property in the Village of Dexter, Washtenaw County, Michigan (the "Benefited Property"), which Benefited Property is more particularly described on Exhibit B attached hereto.

C. In connection with Developer's development of the Benefited Property as a mixed-use condominium that will be known as Mill Creek Terrace ("Condominium") upon recording of the Master Deed for Mill Creek Terrace in Washtenaw County Records ("Master Deed"), certain balconies (the "Balconies") will be located on the third floor of the building to be constructed in Condominium by Developer, which extend approximately four (4) feet into the air space over the westerly boundary of the Benefited Property lying north of Forest Street over portions of the easterly boundary of the Burdened Property lying north of Forest Street ("Easement Area").

D. Developer has requested that Grantor grant to Grantees, an exclusive and perpetual easement, for the benefit of the Benefited Property, over the Easement Area for the purpose of constructing, using, maintaining, repairing and replacing the Balconies ("Easement").

E. Grantor has agreed to grant to Grantees the Easement in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Agreement by the parties hereto, the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantees the Easement, for the benefit of the Benefited Property.

2. Maintenance and Insurance Obligations of the Balconies. The Bylaws of the Association, which will be attached to the Master Deed as Exhibit A, set forth the maintenance and insurance obligations of the Balconies.

3. No Improvements. Grantor shall be prohibited from constructing any improvements in the air space which constitutes the Easement Area; provided, however, Grantor may construct improvements under the air space which constitutes the Easement Area, which do not extend into the Easement Area.

4. Covenants Running with the Land. The foregoing Easement shall be appurtenant to and shall constitute a covenant running with the Burdened Property and Benefited Property, and shall be of both benefit and burden to the owners of the Burdened Property and Benefited Property and the Association, and their respective successors and assigns. The Easement is private and nothing contained herein shall be deemed to constitute a dedication of the same to the public, nor shall the use of the same by the public for any period of time be deemed to give rise to an easement for the benefit of the public, absent an express dedication of the same in a separate recorded instrument.

5. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses first provided above. Grantor and Grantees may, by written notice to the other parties, designate a different address to which notices must be sent.

6. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

7. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

8. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GRANTOR:

VILLAGE OF DEXTER, a Michigan general law village

By: _____

Its: President

and

By: _____

Its: Clerk

GRANTEES:

MILL CREEK TERRACE LLC, a Michigan liability company

By: _____

Joseph Schulz

Its: Manager

MILL CREEK TERRACE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation

By: _____

Joseph Schulz

Its: President

limited

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of February, 2008, by _____ and _____, the respective _____ and _____ of the Village of Dexter, a Michigan general law village, on behalf of the Village.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of February, 2008, by Joseph Schulz, the Manager of Mill Creek Terrace LLC, a Michigan limited liability company, on behalf of the company.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of February, 2008, by Joseph Schulz, the President of Mill Creek Terrace Condominium Association, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

Drafted by and when recorded return to:
Jorge I. Beltran
Butzel Long
Stoneridge West
41000 Woodward Avenue
Bloomfield Hills, Michigan 48304
(248) 258-1306
beltran@butzel.com

EXHIBIT A

Legal Description Burdened Property

EXHIBIT B

Legal Description of Benefited Property

A parcel of land in the Northwest ¼ 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 S 23°38'52" W 93.71 feet to the Point of Beginning.

(PT. OF FOREST STREET R.O.W.; PT HD-08-06-210-050; PT. 20' WIDE ALLEY; HD-08-06-210-006; HD-08-06-210-007)

EXHIBIT G

Floor Plans of First Option Space and Second Option Space

EXHIBIT H—BUILDING CORE AND SHELL²⁴

Building Core and Shell. The improvements to be provided by Purchaser shall include the construction of all improvements on and to the New Building and the Overall Property and any off-site improvements (such as utilities and traffic controls), but specifically excluding any improvements necessary to “build out” the Option Space (collectively, the “Building Core and Shell”). The Building Core and Shell shall include, but not be limited to:²⁵

- ²⁶All elements of construction which are not contained within the Option Space except as specifically set forth in Section 13.1 of the Agreement.²⁷
- ²⁸All site work including but not limited to: topsoil removal, land balancing, all site utilities (water, sanitary sewer, storm sewer, electricity, gas and telephone), parking lots, sidewalks, site lighting, ingress and egress roads (including curb and gutter) to public road systems, landscaping, and storm water detention systems.²⁹
- ³⁰All structural elements of the New Building including but not limited to: foundations and footings, structural steel, roof and floor decking, poured concrete floors, roofing insulation, roof membrane and parapet coping, building exterior materials, storm water drains, windows, and building exterior doors.³¹
- ³²Fire suppression mains and sprinkler heads in the common areas. Heads to be turned up.³³
- ³⁴Mechanical systems for the New Building, including but not limited to: one or more rooftop HVAC units, main air supply and return ducts to the Option Space, building wide control system, water mains, and sanitary drain mains.³⁵
- ³⁶Electrical systems for the New Building including but not limited to: Transformers, main electric distribution within the New Building, and common area electrical and lighting. In-suite electrical distribution including plugs, equipment connections, lights, and switches are not included in the Building Core and Shell.³⁷
- ³⁸All New Building and common area finishes including but not limited to New Building entrance, elevator, stairwells, common corridors and restrooms, common area electrical and mechanical rooms.³⁹
- ⁴⁰All Permits, Fees, General Conditions, Builder’s Risk Insurance, Construction Manager Fees, basic architectural fees and the like associated with providing the Building Core and Shell.⁴¹
- ⁴²The interior perimeter of the Premises will be covered with un-taped drywall.⁴³
- ⁴⁴Building standard window coverings (vertical blinds).⁴⁵

COMMISSIONERS

FRED J. VEIGEL
CHAIR
DAVID E. RUTLEDGE
VICE CHAIR
WESLEY PRATER
MEMBER

WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
www.wcroads.org

STEVEN M. PUURI, P.E.
MANAGING DIRECTOR
ROY D. TOWNSEND, P.E.
DIRECTOR OF ENGINEERING/
COUNTY HIGHWAY ENGINEER
JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS
TELEPHONE (734) 761-1500
FAX: (734) 761-3239

AGENDA 3-10-08

ITEM H-1

February 25, 2008

NOTICE
BRIDGE POSTING CHANGE

Effective Date: Monday, February 25, 2008

The Washtenaw County Road Commission will be immediately imposing a 3 TON weight restriction on the westbound lane of the Dexter-Chelsea Road Bridge over an unnamed tributary in Section 1 of Lima Township. The eastbound lane will remain unposted. The bridge is located between Wylie Road and Parker Road. The reason for the weight restriction is due to the severe deterioration of the bridge beams. The preferred detour route for vehicles exceeding the 3 TON weight limit is Parker Road to Jackson Road to Dancer Road.

If you have any questions, please contact Kelly Jones, P.E. at (734) 327-6647 between 7:00 a.m. and 3:30 p.m. Thank you in advance for your patience as the Washtenaw County Road Commission deals with these situations.

REVISED



AGENDA 3-10-08

ITEM H-2

Dexter Area Fire Department

January 10, 2008

Memo: The corresponding Clerks to surrounding Village and Townships.

From: Loren Yates, Chief Dexter Area Fire Department

Please post these meeting dates for the year 2008 of the Dexter Area Fire Board in Accordance with Section 15.265 of the Open Meetings Act. An agenda is available at 8140 Main St. Dexter, MI. 24 hours prior to the scheduled Board Meeting.

Thank you for your assistance with this matter.

The Dexter Area Fire Department Board meetings will meet as scheduled at 6:30 PM.

February 21, 2008 at Dexter Township Hall, 6880 Dexter-Pinckney Rd.

April 17, 2008 at Webster Township Hall, 5665 Webster Church Rd.

June 19, 2008 at Dexter Township Hall

August 21, 2008 at Webster Township Hall.

October 16, 2008 at Dexter Township Hall.

November 20, 2008 at Webster Township Hall (Also a Budget Work Session)

December 18, 2008 at Dexter Township (If Necessary)

Cc: Village of Dexter, David Boyle
Dexter Township, H. Rider
Webster Township, Mary Dee Heller
Lima Township, Arlene Bareis

2007-2008

DEXTER TOWNSHIP MEETING SCHEDULE

All Meetings Held at the
Dexter
Township Hall
6880 Dexter-Pinckney Road
Dexter, MI

Planning Commission
Meetings
1st Tuesdays
and
4th Tuesdays
7:00 P.M.

Zoning Board of
Appeals
Meetings
2nd Tuesdays
7:00 P.M.

Township Board
Meetings
3rd Tuesdays
7:00 P.M.

Meeting Notices
Published Weekly
in the
Dexter Leader and
Chelsea Standard
Newspapers

TUESDAY	April 3, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	April 10, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	April 17, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	April 24, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	May 1, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	May 8, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	May 15, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	May 22, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	June 5, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	June 12, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	June 19, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	June 26, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	July 3, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	July 10, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	July 17, 2007	5:00 P.M.	BOARD OF REVIEW
TUESDAY	July 17, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	July 31, 2007	7:00 P.M.	JOINT TWP BOARD/PC/ZBA
TUESDAY	August 7, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	August 14, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	August 21, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	August 28, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	September 4, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	September 11, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	September 18, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	September 25, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	October 2, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	October 9, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	October 16, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	October 23, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	October 30, 2007	7:00 P.M.	JOINT MEETING TWP. BOARD/PC & ZBA
TUESDAY	November 6, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	November 13, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	November 20, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	November 27, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	December 4, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	December 11, 2007	5:00 P.M.	BOARD OF REVIEW
TUESDAY	December 11, 2007	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	December 18, 2007	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	December 25, 2007	7:00 P.M.	PLANNING COMMISSION
TUESDAY	January 1, 2008	7:00 P.M.	PLANNING COMMISSION
TUESDAY	January 8, 2008	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	January 15, 2008	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	January 22, 2008	7:00 P.M.	PLANNING COMMISSION
TUESDAY	January 29, 2008	1:00 P.M.	TWP. BOARD BUDGET MEETING
TUESDAY	February 5, 2008	7:00 P.M.	PLANNING COMMISSION
TUESDAY	February 12, 2008	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	February 19, 2008	7:00 P.M.	TOWNSHIP BOARD
TUESDAY	February 26, 2008	TBD	TOWNSHIP BOARD BUDGET WORKSHOP
TUESDAY	February 26, 2008	7:00 P.M.	PLANNING COMMISSION
TUESDAY	March 4, 2008	7:00 P.M.	PLANNING COMMISSION
TUESDAY	March 4, 2008	1:30 P.M.	BOARD OF REVIEW
TUESDAY	March 11, 2008	7:00 P.M.	ZONING BOARD OF APPEALS
TUESDAY	March 18, 2008	7:00 P.M.	TOWNSHIP BOARD BUDGET HEARING
TUESDAY	March 18, 2008	7:15 P.M.	TOWNSHIP BOARD
TUESDAY	March 25, 2008	7:00 P.M.	PLANNING COMMISSION
MONDAY	March 31, 2008	4:00 P.M.	TWP BOARD BUDGET AMENDMENT MTG

SCIO TOWNSHIP
2008 SCHEDULE OF MEETINGS & SUBMITTAL DEADLINES
FOR SITE PLAN & TENTATIVE PRELIMINARY PLAT REVIEW

Planning Commission		Township Board		Zoning Board of Appeals	
Submittal Deadline	Meeting Date	Submittal Deadline	Meeting Date	Submittal Deadline	Meeting Date
^ + %					
Election	Election	Election	Election	12/20/2007	1/17/2008
12/20/07-TBD	1/28/2008	1/9/2008	1/23/2008		
01/10/08-TBD	2/11/2008	1/27/2008	2/12/2008	1/24/2008	2/21/2008
01/24/08-TBD	2/25/2008	2/13/2008	2/27/2008		
02/07/08-TBD	3/10/2008	2/26/2008	3/11/2008	2/21/2008	3/20/2008
02/21/08-TBD	3/24/2008	3/12/2008	3/26/2008		
03/13/08-TBD	4/14/2008	3/25/2008	4/8/2008	3/20/2008	4/17/2008
Election	Election	4/9/2008	4/23/2008		
04/10/08-TBD	5/12/2008	4/29/2008	5/13/2008	4/17/2008	5/15/2008
Memorial	Holiday	5/14/2007	5/28/2008		
05/08/08-TBD	6/9/2008	5/27/2008	6/10/2008	5/22/2008	6/19/2008
05/22/08-TBD	6/23/2008	6/11/2008	6/25/2008		
06/12/08-TBD	7/14/2008	6/24/2008	7/8/2008	6/19/2008	7/17/2008
Election	Election	7/9/2008	7/23/2008		
07/10/08-TBD	8/11/2008	7/29/2008	8/12/2008	7/24/2008	8/21/2008
07/24/08-TBD	8/25/2008	8/13/2008	8/27/2008		
08/07/08-TBD	9/8/2008	8/26/2008	9/9/2008	8/21/2008	9/18/2008
08/21/08-TBD	9/22/2008	9/10/2008	9/24/2008		
09/11/08-TBD	10/13/2008	9/30/2008	10/14/2008	9/18/2008	10/16/2008
09/25/08-TBD	10/27/2008	Election	Election		
Election	Election	Veterans	Holiday	10/23/2008	11/20/2008
10/23/08-TBD	11/24/2008	11/12/2008	11/26/2008		
11/06/08-TBD	12/8/2008	11/25/2008	12/9/2008	11/20/2008	12/18/2008
11/20/08-TBD	12/22/2008	Christmas	Holiday		

- All submittals are due in full by 1200 pm on deadline dates, **NO EXCEPTIONS.**
- ^ Due to noticing requirements, projects requiring public hearings may require additional lead time prior to being placed on a PC meeting agenda.
- + The PC'S agenda is limited to a MAXIMUM of five (5) items per meeting on a first-come basis.
- % TBD – must pass staff meeting approval before being placed on PC meeting date.
- A maximum of two public hearings will be scheduled, on a first-come basis, per PC meeting.
- **PLEASE NOTE:** Any new plans submittals after your initial meeting date will not be reviewed by PC until the next available meeting, per the above schedule (along with additional fees due.)
- Planning Commission meetings begin at 7:30 pm.
- Township Board meetings begin at 7:00 pm.
- Zoning Board of Appeals meetings begin at 7:00 pm.
- Site Plan submittal 2 weeks before staff review meeting.

http://www.twp.scio.mi.us

News and Events

Compensation Commission Vacancy~ Webster Township

The Webster Township office is open from 8:00 am- 4:00 pm Monday through Friday.

The Township Board meets the third Tuesday of every month.

The Planning Commission meets the third Wednesday of every month.

The Zoning Board of Appeals meets the Second Tuesday of the month on an as-needed basis.

All meetings commence at 7:30 pm.

Our primary source for publication is the Dexter Leader.

Please visit the pages for the respective boards to get information on members and regulatory documents.

<http://www.twp.webster.mi.us>



VILLAGE OF DEXTER

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

AGENDA 3-10-08

ITEM H-4

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Joe Semifero
Councilperson

James Smith
Councilperson

Administration

Donna Dettling
Manager

David Boyle
Clerk

Marte Sherry, CPFA
Treasurer/Finance
Director

Courtney Nicholls
Assistant Village
Manager

Ed Lobdell
Public Services
Superintendent

Allison Bishop, AICP
Community
Development
Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

February 27, 2008

Dexter District Library
Director Paul McCann
8040 Fourth Street
Dexter, MI 48130

Dear Mr. McCann,

This letter is written on behalf of the Village of Dexter to inform you and your Board of the Village's potential interest in making an offer on the current Library building. As I previously shared with you, the Village of Dexter has been reviewing options to improve our current Village office scenario and the Library has been on our list of potential options. We are aware that you may be discussing/considering another offer on your building and we would like to request that you withhold making a decision regarding that offer for 30 days to allow us to meet with you to better understand the condition of the current building and to consider this option in more detail. Up to this point we may not have shown a strong interest or engaged the Library Board with this idea, therefore we realize that we are asking for a favor to grant us time for consideration. In return we pledge to proceed in a timely manner.

We are committed to fully evaluating every option that could provide for better function of our Village staff and offer better service to our Village residents and property owners. It is for those reasons that we make this request.

Please note that we are pleased that the construction of your new facility is proceeding so well and we wish you good weather this Spring so that you can stay on schedule. We are excited to have the Library coming into the downtown area and also wish to discuss with you the possibility of using and/or the availability of your meeting rooms. Perhaps there may be a mutual arrangement that would allow the Village to use this new space in the future, when appropriate.

Thank you for your consideration of this request. Please know that I am available to you and your board to answer any questions you may have.

Sincerely,

Shawn W. Keough
Village President

DEXTER DISTRICT LIBRARY

AGENDA 3-10-08

ITEM M-5

March 5, 2008

Shawn Keough
Dexter Village Council President
Village of Dexter
8140 Main Street
Dexter, MI 48130

Dear Mr. Keough,

I would like to thank you for stopping by the Library to express the Village's potential interest in making an offer to purchase the Library's Fourth Street building. Your letter of interest was submitted to the Library Board for discussion at its March 3, 2008 regular Board meeting.

The current economic climate requires the Library Board to give priority consideration to the most concrete offers for Library building. While there is no contract or agreement in place with another party at the present time, the Library does have another party that has expressed significant interest in purchasing the property. The Library Board intends to continue pursuing this avenue.

The Board cannot guarantee the 30-day window you requested in your letter, but I was instructed to encourage the Village to act with alacrity and place a serious offer before the Library Board for consideration. Certainly, any offer received before March 19th would receive the Board's full attention.

I would encourage the Village's Facilities Committee and/or the Council as a whole to take into account the information it has concerning the appraisal of the Library building when making any offer.

Sincerely,

Paul McCann
Library Director

8040 FOURTH STREET • DEXTER, MI • 48130
PHONE: 734-426-4477 • FAX: 734-426-1217

AGENDA 3-10-08

ITEM I-1

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-5466

TO: VILLAGE COUNCIL
FROM: ED LOBDELL
SUBJECT: PUBLIC SERVICES UPDATE
DATE: 3-03-08

Attached you will find an update for the Water and Sewer Departments along with an update from the Streets Department.

- 1 - Water meter work completed during this period, (November 1, 2007 - February 29, 2008).
- 2 - Water meter work completed this fiscal year.
- 3- Other work performed during this period.
- 4- CIP Update.
- 5- Streets Update.

Should you have any questions, please call or stop by.

Respectfully Submitted;



Ed Lobdell
Public Services Supt.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

March 3, 2008

UTILITY DEPT. - WATER METER SERVICE CALL UPDATE

For the period beginning November 1, 2007 and ending February 29, 2008 the following denotes work completed.

New meters and read units installed	- 4
Water only meters installed	- 2
Read unit maintenance	- 19
Miss Digs	- 24
All other service calls	- 81

Along with the above items, other tasks performed during this period are as follows.

Flushing Select Sewers	- Monthly
Reading Meters	- Bimonthly
Checking all lift stations	- Weekly
Backwashing Filter Plant	- Weekly

Several site plan reviews - attended preconstruction meeting.

Attended Staff meeting / twice a month.

Attended several update meetings with OHM.

Stood by for DTE for traffic light on Baker at Dan Hoey - 11-06-07.

Repaired water service leak on Fourth St. (7642) - 11-10-07.

Layne Northern here to check out #3 well, (pulled) - 11-29-07.

Layne Northern here to reinstall #3 well - 11-30-07.

Repaired service leak on Third St. (7534 - hit by owner contractor) - 12-04-07.

Checked out possible leak at Terry B's, (property owner issue). - 12-14-07.

Assisted with repair at Terry B's - (water off and on) - 12-16-07.

Assisted with water for fire on Wylie Rd. - 5,000 gallons-12-19-07.

Flushed hydrants in Westridge after fire to clean out system, (discolored water) - 60,000 gallons.

Power failure at Filter plant - ran plant on generator for 18 hours. - 1-01-08.

Called in for water leaking out of house (3511 Lexington Circle) - house empty broken pipes
89,000 gallons went thru meter - 1-13-08.

Andrea gave water cycle presentation at Creekside - 1-23-08

Repaired water leak on Alpine - 1-26-08.

24 hour flow test was conducted for possible new well. - 2-18-08.

Picked up new pickup at Lafontaine - 2-21-08.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

March 3, 2008

FISCAL YEAR WATER METER/ SERVICE CALL UPDATE

For the period from July 1, 2007 thru February 29, 2008.

New meters and read units installed	- 13
Water only meters installed	- 13
Read unit maintenance	- 35
Miss Digs	- 88
All other service calls	-255

OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED

Semi-Annual Fire Hydrant Flushing	- Hydrants flushed in the spring and in the fall.
Semi - Annual Sewer Main. Flushing	- Sewers cleaned in the spring and in the fall.
Semi - Annual Sludge Hauling	- Sludge is hauled in the spring and in the fall.
DEQ required sampling	- Sampling is ongoing as required.

CIP UPDATE

1 - NEW WELL SEARCH

The test well has been installed. A 24 hour flow test has been conducted, and looks good, samples of the water have been taken and are being analyzed for water quality. Dan Whalen (Williams & Works) is compiling information for his report to the DEQ, who will evaluate and make recommendations. Dan will be available for questions at an upcoming meeting.

2 - SIDEWALK REPLACEMENT

We plan on continuing with the repair and replace section of the CIP in the spring. We will update you further as progress continues.

3 - THIRD STREET UPGRADES

This project has been bid, and will be awarded soon. This project should get started soon, we will keep you posted as to the progress as things go along.

4 - ALPINE ST. WATER MAIN LOOP

This project has been permitted by DEQ, and should start as the weather breaks.

5 - DEXTER ANN ARBOR RD.

This should get started as soon as School gets out for summer. Some work in and along the right of way may get started sooner.

STREETS UPDATE

The following is an update of what has been going on with the Streets Department during the period of November 1, 2007 and February 29, 2008.

Ongoing issues that are dealt with on a regular basis.

- | | |
|-----------------------|---|
| DDA Issues | - Trash - Smoke Pots - Decorative Lights - Dumpster Issues - |
| Storm Cleanup | - Chipping and general storm cleanup. |
| Weekly Chipping | - Scheduled for every Wednesday - (as needed). |
| Cutting Grass | - Parks - Smith Woods - Ind Park - Other Village owned Property - |
| Snow removal/ Cleanup | - Parking Lots - Brick Pavers - Downtown Sidewalks - |

Other projects and issues dealt with during this period are as follows.

Lowered Flags per Govoner Granholm Executive order for fallen Michigan serviceman.

Replaced light bulbs in decorative lighting.

Replaced light bulbs in pedestrian walkways.

Replaced light bulbs in traffic signals.

Stood by for Edison when traffic light on Baker @ Dan Hoey was hit by semi - (11-06-07).

Assisted with service line repair of water leak at 7642 Fourth St.(11-10-07).

Completed leaf pickup the first week of December.

Erected Christmas tree in Monument Park.

Installed Banner for Victorian Christmas - removed after.

Assisted with road closure for Victorian Christmas.

Installed Banner for K of C New Years Eve party - removed after.

Installed banner for Dexter Schools - removed after.

Installed banner for K of C Fish Fry - will remove after.

Assisted with water leak on Alpine, (1-26-08).

Chipped Christmas trees.

Heavy snow fall on 11-16-07 - (10 inches).

Heavy snow fall on 1-01-08 - (12 inches).

We have had a total of 65 inches of snow so far this winter season. Normal is around 55 inches. Last year we had a total of 30.3 inches for the entire winter. We have resorted to mixing sand with our salt for road maintenance. Salt has become a hard product to get, but we will be fine.



Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Report
Date: March 10, 2008

PLANNING COMMISSION

Meeting Date Change – The April 7th Planning Commission meeting has been rescheduled to March 31st. The meeting change will be posted in the Dexter Leader.

2008-2013 CIP – The Planning Commission has set a public hearing for March 31, 2008 to hear public comment on the 2008-2013 CIP. The Planning Commission started reviewing the project worksheets, goals and priorities in January following staff review of the worksheets.

Form Based Codes – Zak Branigan from Carlisle Wortman presented information on form based codes to the Planning Commission at the March meeting. Information from the presentation is included with your packet. The Planning Commission intends to discuss form based codes again at the March 31st meeting.

Tentative Future Agenda Items – The following items may be agenda items at the March 31st meeting: Smart Growth Assessment Presentation, Lighting Ordinance revisions, and Baker Road Corridor Subcommittee update.

OTHER

Mill Pond Planning Team – Several members of the Mill Pond Planning Team conducted a site walk of the proposed Mill Pond Park project limits. A very general assessment of the potential pathways was noted. It is likely that the project will have to be done in phases due to the length of the project. It is anticipated that the pathways will be a combination of boardwalks, asphalt and other paths. The team sent out RFQ's inviting 12 consulting firms to provide the village with their qualifications. The RFQ's are due March 7th. The team is working towards providing Council with a recommendation to work with a consultant on the park design, etc.

Parks Commission – It is anticipated that the Parks Commission will be bidding the reviewing the play court design plans following March meeting.

Arbor Day – The Tree Board is preparing for our first annual Arbor Day Celebration on April 25, 2008. We plan to give seedlings away and provide educational materials to participants and schools. There will also be information in the newsletter. We have invited the Rotary, Lions and Kiwanis Club to participate.

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

Richard K. Carlisle, AICP, PCP, is the President of Carlisle/Wortman Associates, Inc. of Ann Arbor Michigan, and has over thirty-five years of professional experience. He is a member of the American Institute of Certified Planners and is a registered Professional Community Planner.

Zachary G. Branigan, AICP, is an Associate of Carlisle/Wortman Associates, Inc. and is a member of the American Institute of Certified Planners. He specializes in urban design, green development, and long-range community planning.

Form Based or Form Emphasized Zoning?

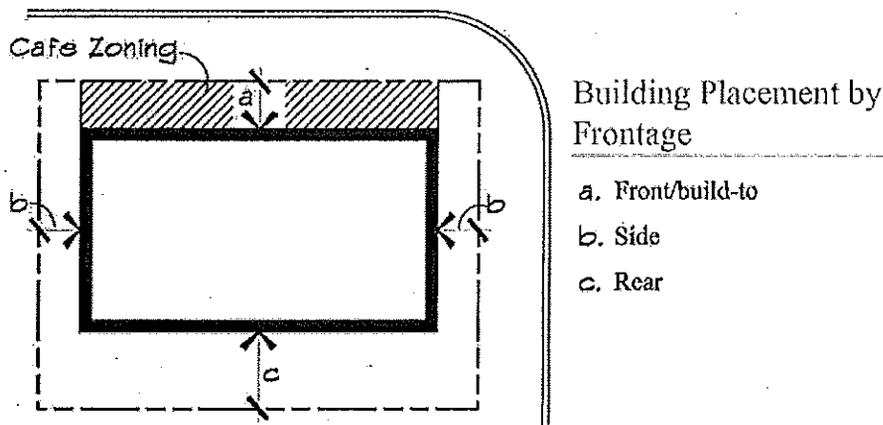
Demystifying Form-Emphasized Zoning

When you ask someone where their favorite place was on a vacation, they almost always describe a neighborhood, a street, or a business district. Rarely will someone describe a single building. In other words, they always tell you about the forest, not one memorable tree. Districts and neighborhoods are the great places we desire, not individual buildings. Form-based zoning turns the attention of Michigan communities away from single sites toward a community's overall character, and this is why it is so important to Michigan's future.

Form-based zoning is everywhere, but the term *form-based* may be misleading. The technique that everyone is talking about may be more accurately described as *form-emphasized*, and it's a new name for an old technique. The concept of a form-emphasized regulation is to reprioritize land use regulations to focus on physical elements, and provide some breathing room for land use. Zoning ordinances do not need to be thrown out altogether to allow for form-emphasized regulations, and in no way is such an ordinance *based* on anything new.

In most zoning ordinances, a schedule of regulations is established to set minimum lot size and width, limit building height, and require minimum setbacks. The schedule of regulations creates consistency, protects individual uses from the potential impacts of other uses, and drives the visual character of a district. Form-emphasized zoning does the same thing, but to a much higher degree, usually in the form of providing a minimum and a maximum, rather than one or the other. In some ways, zoning in an area subject to form-emphasized regulations is tougher on developers than conventional zoning, but it should also be more flexible in terms of use. Figure 1 illustrates a simple form-emphasized regulation requiring a *build-to* line instead of a *minimum front setback* line.

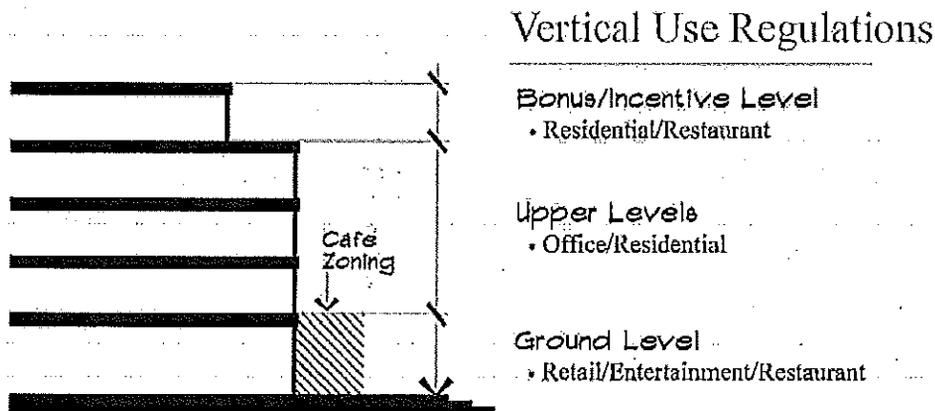
Figure 1



If the goal is to foster districts with a unique and memorable character, rather than a random collection of insulated uses and buildings, form-emphasized zoning may be an effective technique. Typically, this means form-emphasized zoning is best applied in traditional downtowns or areas where mixed-use development will have a positive impact.

Form-emphasized zoning allows for a wider range of uses by right, provided their external impacts are similar. For instance, in a traditional downtown, the upper floors of buildings have residences or offices. As long as a use isn't a nuisance, and its external effects are predictable and regulated, the use is considered to be acceptable. If done properly, building design and site arrangement contribute positively to the public image, and therefore have the greatest degree of impact on the character of the neighborhood. Figure 2 shows a form-emphasized regulation which opens upper floors to office or residential uses by right, and offers an incentive floor if that level is dedicated to residential uses or a restaurant. In this example, four stories is the minimum building height, and the building must be situated immediately adjacent a build-to line along the right-of-way, leaving room for sidewalk cafés (café zoning) in the shaded area between the building and the public sidewalks. The collection of mixed uses are permitted by right, provided the form-emphasized elements are satisfied.

Figure 2



How can communities incorporate Form-Emphasized Zoning?

Form-emphasized zoning may be best introduced in an overlay district, particularly where the target neighborhood or district has more than one underlying zoning category. The overlay can be mandatory, or it could be used as incentive, if the ordinance provides options that would entice a developer to participate.

Many traditional downtowns are similar in terms of built character in that they have consistent setbacks, are within a narrow range of heights, and were built in the same generation. Conventional zoning based almost exclusively on land use requires the use of multiple zoning categories. The overlay approach can be effective by applying form-emphasized regulations throughout the district without necessitating amendments to each zoning category, which could affect those districts elsewhere in the community.

Corridors could also be treated using an overlay. Similar to a traditional downtown, an overlay along a corridor could help unify a district, especially given that a wide range of uses along a given corridor would almost certainly require separate zoning under conventional means.

If the target area is already classified under one zoning district, and that district does not exist in other areas of the community where form-emphasized zoning would be inappropriate, it may be best to simply

amend the regulations for that zoning district directly. This approach may also work for planned unit development (PUD). Principally in communities where a PUD is treated as a rezoning, form-emphasized regulations can easily be added to the PUD regulations. This is an especially effective approach when the community uses PUD to permit and encourage mixed-use development.

How must communities prepare Form-Emphasized Zoning?

In order to establish support for the form-emphasized approach, it is essential that decision makers realize the importance of the public spaces that otherwise may not have been considered. Streets and alleys, parks and plazas are places that define a district or neighborhood. Form-emphasized regulations are designed to frame those areas by encouraging the right mix of height and location. In other words, a community must begin thinking about how the massing and arrangement of buildings leads to defined spaces, often in a right-of-way, that characterize a place.

There is also a learning curve associated with form-emphasized zoning, particularly about specific urban design characteristics. When a typical planning commission considers setbacks, for instance, they are often motivated to do so by a perceived need to separate uses which could negatively impact one another. In a form-emphasized setting, however, the philosophy is more direct; if buildings are allowed to go anywhere behind a defined setback line, will they contribute to a cohesive district and a defined character? Will they help create vibrant, memorable places? In this spirit, a build-to line or minimum height may be more effective than a minimum setback and a maximum height.

There are established rules of thumb in urban design that typify successful downtowns, walkable areas, and mixed-use development. While they may not be applicable everywhere, these rules of thumb will help introduce officials to the form-emphasized philosophy. For instance, a common rule of thumb is that people will rarely walk more than one quarter of a mile in an open, low-density setting, but will walk all day in a compact, mixed-use environment. To see the best example of this concept in practice, watch visitors to a shopping center circle a parking area for 10 minutes looking for a space to get close to the entrance, even in summer. Once inside the high-stimuli environment of the mall itself, the same person will gladly walk for hours.

In creating a district, particularly one where there is a lot of compact development and shared elements, there are financial and liability concerns which deal with access and maintenance. The community must carefully plan for cross access arrangements, shared parking and refuse, and ensure that adequate maintenance will be consistent. These are hallmark issues with mixed-use project generally, regardless of whether or not form-emphasized regulations are used. Downtown Development Authorities may play a key role in resolving these issues.

While conventional zoning takes only two dimensions into consideration; form-emphasized zoning can address three dimensions of development. By going beyond the simple relationships between uses on a horizontal plane, form-emphasized zoning looks at complex relationships between developments on the ground, and in terms of vertical space. This is important in that communities are vastly different in terms of physical appearance. Commercial zones in different communities may have similar zoning provisions, but share hardly any physical characteristics. Form-emphasized zoning is better suited to address the distinctive physical characteristics that make places unique.

Given that visually and physically, districts are very diverse (far more diverse than their uses are from one to another) community leaders need to think about relationships in a much more complex manner to effectively develop form-emphasized zoning. Transitioning used to mean that a medium intensity use, like multiple-family residential or office, should logically go between single-family areas and commercial areas. In the context of form-emphasized zoning, however, transitioning could demand consideration of how window locations and building height effect compatibility, especially where mixed-use development is proposed and traditional land use boundaries have evaporated. Leaders must seek education and assistance to analyze these issues in their own community.

Why bother with Form-Emphasized Zoning?

Imagine a successful, vibrant, traditional downtown. This is the kind of place Michiganders are talking about these days, and it's often impossible to replicate or even support them under conventional Euclidean zoning. Form-emphasized regulations can make them a reality.

Mixed-use, sustainable places made possible through new approaches to zoning represent some of the most valuable places in Michigan. The high quality of life they offer is appealing to the 21st century workforce, as evidenced by the relatively high demand for more urban housing in communities such as Grand Rapids, Ann Arbor, and Royal Oak. Mixed-use is *economically sustainable* in that it helps create 24 hour areas by incorporating residences and daytime uses in one location. Mixed-use helps new businesses survive by offering an around-the-clock customer base. Mixed-use is *environmentally sustainable* in that it allows for compact development and reduces urban sprawl. Living in a mixed-use area can eliminate your commute and reduce transportation demand. Mixed-use is *socially sustainable* in that it helps create dynamic, memorable places where events and interaction can occur naturally in a walkable, intimate, safe and convenient setting.

While low-density, single-purpose suburbs will always have a significant role in Michigan cities and townships, they are plentiful today and they do little to help Michigan retain young educated workers.

Michigan zoning rarely allows for these good, vibrant places to emerge, but communities and the real estate community are catching on fast. Cities and townships need techniques that give them the opportunity to compete in the 21st century. The form-emphasized approach provides an open door to use existing zoning rules, with a new emphasis on physical planning and a leap of faith in terms of use, to allow the right kind of development at the right time. In the next ten years, planning for diverse mixed-use areas will not only be an advantage, neglecting them will become a liability.

Village of Dexter

Form Based Code Workshop



Purpose of the Workshop

- Discuss Form Based Code in relation to "Downtown".
- Provide an overview of form-based zoning.
- Identify form based zoning strategies applicable to the Village.
- Discuss next steps for possible Master Plan and ordinance inclusion.

Planning Commission Considerations

- Appearance of the Corridor
- Land Use vs. Land Form – Flexibility
- Existing CBD Zoning District
- Existing VC Village Commercial Zoning District

Benefits of the Form-Based Code Option

- Uses buildings to frame and enhance the public street.
- Framing the public street promotes social involvement.
- Off-street parking does not dominate public view.
- Predictable outcomes.
- *Important!! The Village CBD and VC achieve some of these goals!!*

Typical Conventional Zoning

- Focuses primarily on separating different land uses.
- Does not consider importance of a design.
- Does not conveniently allow a mix of land uses.
- Does not address the desired form of the Downtown Area.
- Outcomes not predictable.

Conventional Zoning Code Promised This



And Delivered This



Regulating Mechanism: Today: Euclidean Zoning

Use/Density

Management

Form

**Regulating Mechanism:
Balance -- Form-Based Codes**



**How is a Form-Based Code
Constructed?**

1. Existing conditions analysis
2. Intent and process
3. Develop design standards
 - Building use
 - Building and Parking Location
 - Building height and mass
4. Prepare architectural standards
5. Prepare site design standards

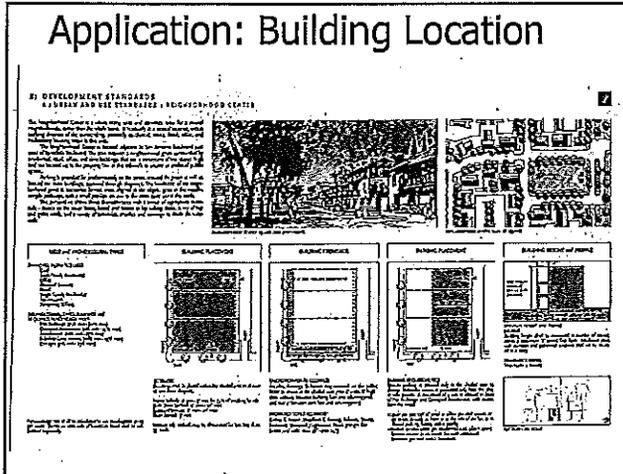
Application: Building Use

- Form-based code intent – building use with emphasis on performance standards
- Conventional zoning interest land use

Application: Building Location

- Form – Based Code uses build-to lines
- Build-to lines do not permit deviation except for specific conditions such as a porch or patio.
- Build-to lines regulate consistency in distance from right-of-way

Application: Building Location



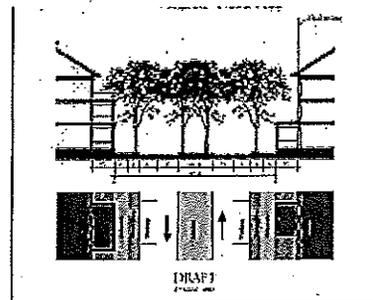
Application: Building Location – Village Zoning Ordinance

- Zoning ordinance uses setback lines
- Setback lines demarcate a theoretical area in which a building can site.
- Lack in consistent front yards do not enable the creation of a district.

Application: Building Height and Mass

- Provide the vertical framing of the street.
- Set minimum and maximum building heights to ensure vertical presence.
- Urban design principle – ratio of building height to right-of-way width should range from 1:2 to 1:4.

Application: Building Height and Massing



Application: Building Height and Massing – Village Zoning Ordinance

- Zoning ordinance sets a maximum height only.
- Vertical definition of the district cannot be guaranteed.
- A comfortable height to depth ratio of public space cannot be guaranteed.

Application: Architectural Design

- Emphasizes detail on facades fronting a public street.
- Add human scale.
- Visually fuse the inside and outside.
- Improve communication by setting standards for sign location, delineating entries, etc.

Application: Architectural Design



Application: Site Design

- Street trees and their health
- Landscaping
- Environmental sensitivity
- Design and screening of parking lots
- Waste storage and dumpsters
- Internal walks
- Outdoor cafes and sitting areas

Should a Form-Based Code be Adopted for an Entire Village?

- Not necessarily. Administration can be cumbersome if design controls are complicated.
- Some neighborhoods and industrial areas may not benefit.
- Recommend starting in areas where lively pedestrian use is important.
- As noted CBD & VC Districts employ some of the Form Based tenants.

Next Steps:

- Determine where to apply a form-based code.
- Include form based code (or hybrid) language in the Township Master Plan – i.e., Downtown Sub-Area
- Upon adoption of Master Plan (or sub-area) begin implementation of overlay form-based code.

Questions

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: March 10, 2008
Re: Village Manager Report

1. Meeting Review:

- February 21st – Negotiations Management Team meeting
- February 21st - DDA Meeting
- February 26th – Staff Meeting
- February 26th – OHM and BRi re: Jeffords Project
- February 27th – Teamsters, Union Negotiations
- February 28th – Sergeant Gieske
- February 29th - John I. BRi re: DDA Updates
- February 29th – OHM re: prepare for MDEQ meeting
- March 3rd – MDEQ Meeting

2. Upcoming Meeting Review:

- March 6th - DDA Tupper Agreement
- March 6th – Teamsters, Union Negotiations
- March 13 or 14 – Bridge/Dam Pre-Construction Meeting
- March 17th – MDEQ Lansing
- March 25th – Bridge/Dam Public Meeting

3. Property Purchase Update. As a follow-up to the recent purchase of property along Jeffords Street, two tax matters were identified. First, when the land division application was processed after the sale the special assessment on the original parcel was pro-rated to each parcel based on the original DDA formula for the Streetscape Special Assessment District. The pro-rated share for parcel B, or the parcel owned by the village is \$3,287.59, which the Village plans to pay immediately. Another \$7,400 in special assessment remains on the original parcel .046 still owned by the Gas Station. The second tax matter raised by Jim Merte, the Assessor after he received the land division application is the tax-exempt status of the Village parcel. Since the sale occurred after December 31, 2007 our parcel can't be exempt for Tax Year 2008. The Village parcel will receive its tax-exempt status effective 2009. However, this will mean another \$2,800 in taxes for the summer and winter for this parcel. This amount will be budgeted in the 2008-09 Budget.
4. Downtown Traffic Signal. Dan Dapprich was in on Saturday, March 1, 2008 with a representative from the Camera manufacturing company. The installation booklet originally used last fall for the cameras did not include updates that provide enhanced instructions for setting zones and improving the detection capability of the cameras. Dan made the adjustments per the new instructions and the manufacturer also brought a newer version of the software that controls the cameras and installed it at no charge. This activity was initiated due to several complaints that people were waiting through multiple cycles to get a turn arrow. Dan believes the corrections made on Saturday will eliminate these complaints. However, we will continue to monitor all complaints and make corrections as needed.

Donna Dettling

From: Keough, Shawn [SKEOUGH@WadeTrim.com]
Sent: Tuesday, March 04, 2008 6:13 PM
To: Donna Dettling; Courtney Nicholls
Subject: President's Report for March 10, 2008 Agenda

Please include this in the packet for the March 10, 2008 Council Agenda.

Activities since February 25, 2008 Meeting

February 27, 2008 - Met with Paul McCann, Director, Dexter Library to deliver letter of interest.

March 3, 2008 - Attended Village Planning Commission meeting (also notified them that there is an opening on the Parks Commission).

March 4, 2008 - Discussed action plan with Donna Dettling to gather information on the existing library building for Council review.

Planned Activities for the week of March 3rd and beyond

March 5 thru 10, 2008 - Work with Donna to evaluate existing Library Building, possible layout and associated costs for renovation (with Courtney Nichols and Jim Smith - Facility Committee).

March 13, 2008 - DDA Meeting

March 17, 2008 - Capt/Dart Meeting in Dexter

March 24, 2008 - Village Council Meeting

March 25, 2008 - Public Meeting about the Main Street Bridge Project at Mill Creek

Please call me anytime if you have any questions,

Shawn

VENDOR APPROVAL SUMMARY REPORT

Date: 03/04/2008

Time: 12:10pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
1ST AYD CORPORATION	FIRST AYD	MISC	85.99	0.00
ERIN M. AIKEN	AIKEN/ERIN	PATIENT: ERIN AIKEN	50.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	875.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	VILLAGE OFFICE	28.75	0.00
AT&T	AT&T	734 426 4572	1,370.97	0.00
ALLISON BISHOP	MENARD/ALL	REGISTER DEEDS/MILEAGE	136.00	0.00
BOULLION SALES	BOULLION	PARTS	800.29	0.00
BRENDA TUSCANO	TUSCANO	MILEAGE	41.71	0.00
CAREERTRAC	CAREERTRAC	SEMINAR	129.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	JANUARY 08' SERVICE	390.00	0.00
CARLSON COMMUNICATION	CARLSON	SERVICE CALL 8360 HURON	88.24	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WWTP	12.75	0.00
CNH CAPITAL	CNH	J& R TRACTOR	154.96	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	WWTP	167.92	0.00
DAVE RUTLEDGE	D RUTLEDGE	JAN/FEB SERVICE CITY PROCESS	388.57	0.00
DETROIT AIR COMPRESSOR COMPANY	DET AIR CO	PARTS	150.88	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	OFFICE SUPPLIES	22.77	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	5 hrs	204.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	CHAIN	472.73	0.00
ANDREA DORNEY	DORNEY/AND	CLOTHING ALLOWANCE	186.98	0.00
DR. JEFFREY BRINK DDS	BRINK DDS	PATIENT: HANNAH WHITLEY	150.75	0.00
DTE ENERGY	DET EDISON	3219 953 0018 3	188.92	0.00
DYKEMA GOSSETT PLLC	DYKEMA	GENERAL	1,988.46	0.00
ENVIRONMENTAL RESOURCE ASSOC	ENVIR RESO	COLIFORM MICROBE	245.13	0.00
ETNA SUPPLY CO	ETNA SUPPL	COUPLINGS	253.35	0.00
GREENSTREET TREE CARE	GREENSTREE	TRIM 45 TREES	4,450.00	0.00
HACKNEY HARDWARE	HACKNEY	TRASH BAGS	76.10	0.00
HERITAGE NEWSPAPERS	HERITAGE N	TOWN HALL MTG	63.00	0.00
KEITH KITCHEN	KIRCHEN/KE	CLOTHING ALLOWANCE	74.19	0.00
LESSORS WELDING SUPPLY	LESSORS	CYLINDER RENTAL	17.00	0.00
MORTON SALT	MORTON SAL	SALT	3,602.59	0.00
ORBIT COMMUNICATIONS	ORBIT	CHARGER	93.97	0.00
PINCKNEY FAMILY DENISTRY,	PINCKNEY F	PATIENT: ERIN AIKEN	123.00	0.00
REED BUSINESS INFORMATION	REED	LEGAL ADS	166.87	0.00
RICOH AMERICAS CORPORATION	RICHOH AME	COPIER	1,651.10	0.00
SCHWALBACH'S AUTO CARE	SCHWALBACH	REPLACE TIRES	250.00	0.00
SOUTHEAST MICHIGAN COUNCIL	SEMCOG	MEMBERSHIP DUES	945.00	0.00
SPILLANE & REYNOLDS	SPILL & RE		0.00	0.00
TRIMATRIX LABORATORIES	TRIM	CYANIDE	130.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	MOTOROLA SCADA SUPPORT	5,384.00	0.00
URS CORPORATION	URS CORP	PROFESSIONAL SERVCIES	34,831.30	0.00
US BANK CORPORATE TRUST	US	# BI 3322	7,410.00	0.00
WASHTENAW COUNTY CD	WASH CO CD	TREE ORDER	156.00	0.00
BRUCE WHITLEY	WHITLEY/BR	PATIENT: HANNAH WHITLEY	25.00	0.00
Grand Total:			68,033.24	0.00

INVOICE APPROVAL LIST BY FUND

Date: 03/04/2008

Time: 12:17pm

Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Village Council							
101-101.000-802.000		Profession	DAVE RUTLEDGE	0		03/03/2008	388.57
			JAN/FEB SERVICE CITY PROCESS		03/03/08		
101-101.000-955.000		Miscellaneous	DEXTER COMMUNITY SCHOOLS	0		03/03/2008	120.00
			5 hrs		08-00031		
101-101.000-958.000		Membership	SOUTHEAST MICHIGAN COUNCIL	0		03/04/2008	850.00
			MEMBERSHIP DUES				
Total Village Council							1,358.57
Dept: Village Manager							
101-172.000-721.000		Health & L	ERIN M. AIKEN	0		03/03/2008	50.00
			PATIENT: ERIN AIKEN		03/03/08		
101-172.000-721.000		Health & L	PINCKNEY FAMILY DENISTRY,	0		03/03/2008	123.00
			PATIENT: ERIN AIKEN		03/03/08		
101-172.000-802.000		Profession	CARLSON COMMUNICATION	0		03/03/2008	88.24
			SERVICE CALL 8360 HURON		4478		
101-172.000-960.000		Education	CAREERTRACK	0		03/03/2008	129.00
			SEMINAR		10067350		
Total Village Manager							390.24
Dept: Attorney							
101-210.000-810.000		Attorney F	DYKEMA GOSSETT PLLC	0		03/03/2008	1,315.46
			GENERAL				
101-210.000-812.000		Atty Millp	DYKEMA GOSSETT PLLC	0		03/03/2008	673.00
			MILL POND		1202327		
Total Attorney							1,988.46
Dept: Village Clerk							
101-215.000-901.000		Printing &	HERITAGE NEWSPAPERS	0		03/03/2008	22.50
			TOWN HALL MTG				
Total Village Clerk							22.50
Dept: Village Treasurer							
101-253.000-727.000		Office Sup	ORBIT COMMUNICATIONS	0		03/03/2008	29.99
			CHARGER		A2WESIN5859		
Total Village Treasurer							29.99
Dept: Buildings & Grounds							
101-265.000-727.000		Office Sup	ARBOR SPRINGS WATER CO.INC	0		03/03/2008	11.50
			village office		1017338		
101-265.000-727.000		Office Sup	ARBOR SPRINGS WATER CO.INC	0		03/03/2008	17.25
			VILLAGE OFFICE		1020767		
101-265.000-727.000		Office Sup	DEXTER CARDS & GIFTS SHOP	0		03/03/2008	22.77
			OFFICE SUPPLIES		1188		
101-265.000-727.000		Office Sup	HACKNEY HARDWARE	0		03/03/2008	13.96
			SUPPLIES		793967		
101-265.000-920.000		Utilities	AT&T	0		03/03/2008	390.13
			734 426 8303		03/03/08		
101-265.000-936.000		Equip Serv	RICOH AMERICAS CORPORATION	0		03/03/2008	1,084.56
			COPIER		08054913		
101-265.000-936.000		Equip Serv	RICOH AMERICAS CORPORATION	0		03/04/2008	566.54
			COPIER		94857733		
Total Buildings & Grounds							2,106.71
Dept: Village Tree Program							
101-285.000-731.001		Trees	WASHTENAW COUNTY CD	0		03/04/2008	156.00
			TREE ORDER		03/04/08		
101-285.000-803.000		Contracted	GREENSTREET TREE CARE	0		03/03/2008	450.00
			7610 THIRD		03/03/08		
101-285.000-803.000		Contracted	GREENSTREET TREE CARE	0		03/04/2008	4,000.00
			TRIM 45 TREES		21158		
Total Village Tree Program							4,606.00
Dept: Planning Department							
101-400.000-802.000		Profession	CARLISLE-WORTMAN ASSOCIATES	0		03/03/2008	390.00
			JANUARY 08' SERVICE		28282		
101-400.000-861.000		Travel & M	ALLISON BISHOP	0		03/03/2008	17.00
			REGISTER DEEDS/MILEAGE		03/03/08		
101-400.000-861.000		Travel & M	BRENDA TUSCANO	0		03/04/2008	41.71
			MILEAGE		03/04/08		

INVOICE APPROVAL LIST BY FUND

Date: 03/04/2008

Time: 12:17pm

Page: 2

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Planning Department								
Total Planning Department								448.71
Dept: Zoning Board of Appeals								
101-410.000-901.000			Printing &	HERITAGE NEWSPAPERS ZBA	0	1923780	03/03/2008	40.50
Total Zoning Board of Appeals								40.50
Dept: Department of Public Works								
101-441.000-721.000			Health & L	DR. JEFFREY BRINK DDS PATIENT: HANNAH WHITLEY	0	03/03/08	03/03/2008	150.75
101-441.000-721.000			Health & L	BRUCE WHITLEY PATIENT: HANNAH WHITLEY	0	03/04/08	03/04/2008	25.00
101-441.000-740.000			Operating	1ST AYD CORPORATION MISC	0	333265	03/03/2008	85.99
101-441.000-740.000			Operating	HACKNEY HARDWARE FASTENERS	0	793927	03/03/2008	0.90
101-441.000-740.000			Operating	LESSORS WELDING SUPPLY CYLINDER RENTAL	0	165688	03/03/2008	17.00
101-441.000-937.000			Equip Main	BOULLION SALES PARTS	0	158266	03/03/2008	800.29
101-441.000-937.000			Equip Main	DETROIT AIR COMPRESSOR COMPANY PARTS	0	1067493.01	03/03/2008	150.88
101-441.000-937.000			Equip Main	ORBIT COMMUNICATIONS CHARGER	0	A2NESIN5859	03/03/2008	63.98
Total Department of Public Works								1,294.79
Dept: Solid Waste								
101-528.000-740.000			Operating	DIUBLE EQUIPMENT INCORPORATED SERVICE CALL	0	R49633	03/03/2008	110.24
101-528.000-740.000			Operating	DIUBLE EQUIPMENT INCORPORATED CHAIN	0	49710	03/03/2008	214.07
Total Solid Waste								324.31
Dept: Capital Improvements CIP								
101-901.000-974.008			Millcreek	DEXTER COMMUNITY SCHOOLS 3.5 hrs	0	PERMIT 07-00181	03/03/2008	84.00
101-901.000-974.008			Millcreek	URS CORPORATION PROFESSIONAL SERVICIES	0	3262479	03/04/2008	34,831.30
Total Capital Improvements CIP								34,915.30
Fund Total								47,526.08
Fund: Major Streets Fund								
Dept: Contracted Road Construction								
202-451.000-974.000			CIP Capita	ALLISON BISHOP REGISTER DEEDS/MILEAGE	0	03/03/08	03/03/2008	119.00
Total Contracted Road Construction								119.00
Dept: Winter Maintenance								
202-478.000-740.000			Operating	MORTON SALT SALT	0	493432	03/03/2008	1,801.29
Total Winter Maintenance								1,801.29
Fund Total								1,920.29
Fund: Local Streets Fund								
Dept: Contracted Road Construction								
203-451.000-970.000			Capital In	REED BUSINESS INFORMATION LEGAL ADS	0	3868040	03/03/2008	166.87
Total Contracted Road Construction								166.87
Dept: Winter Maintenance								
203-478.000-740.000			Operating	MORTON SALT SALT	0	493432	03/03/2008	1,801.30
Total Winter Maintenance								1,801.30

INVOICE APPROVAL LIST BY FUND

Date: 03/04/2008
 Time: 12:17pm
 Page: 3

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: Local Streets Fund									
								Fund Total	1,968.17
Fund: Streetscape Debt Service Fund									
Dept: Streetscape									
303-570.000-990.002	Debt '98 S			US BANK CORPORATE TRUST # BI 3322	0	03/04/08	03/04/2008	7,410.00	
								Total Streetscape	7,410.00
								Fund Total	7,410.00
Fund: Equipment Replacement Fund									
Dept: Department of Public Works									
402-441.000-939.000	Vehicle Ma			CNH CAPITAL J& R TRACTOR	0	03/03/08	03/03/2008	154.96	
								Total Department of Public Works	154.96
								Fund Total	154.96
Fund: Sewer Enterprise Fund									
Dept: Sewer Utilities Department									
590-548.000-740.000	Operating			CHAMPION WATER TREATMENT WWTP	0	38539	03/03/2008	8.50	
590-548.000-740.000	Operating			CHAMPION WATER TREATMENT WWTP	0	37797	03/03/2008	4.25	
590-548.000-740.000	Operating			HACKNEY HARDWARE COMBO PACK	0	794382	03/03/2008	13.99	
590-548.000-740.000	Operating			HACKNEY HARDWARE FUSE	0	794527	03/03/2008	3.49	
590-548.000-740.000	Operating			HACKNEY HARDWARE TRASH BAGS	0	794406	03/03/2008	8.99	
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION 0392771	0	032771	03/03/2008	1,440.00	
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CREDIT	0	0392772	03/03/2008	-565.00	
590-548.000-743.000	Chem Lab			CULLIGAN WATER CONDITIONING WWTP	0	19166471	03/03/2008	167.92	
590-548.000-743.000	Chem Lab			HACKNEY HARDWARE MATCHES	0	793712	03/03/2008	1.29	
590-548.000-745.000	Uniform Al			ANDREA DORNEY CLOTHING ALLOWANCE	0	03/03/08	03/03/2008	186.98	
590-548.000-824.000	Testing &			ENVIRONMENTAL RESOURCE ASSOC COLIFORM MICROBE	0	500184	03/03/2008	245.13	
590-548.000-824.000	Testing &			TRIMATRIX LABORATORIES CYANIDE	0	0800651	03/04/2008	130.00	
590-548.000-920.000	Utilities			AT&T 734 426 4572	0		03/03/2008	646.35	
590-548.000-920.000	Utilities			DTE ENERGY 3219 953 0001 9	0	03/04/08	03/04/2008	178.12	
590-548.000-937.000	Equip Main			DIUBLE EQUIPMENT INCORPORATED FILTERS	0	49792	03/03/2008	148.42	
590-548.000-958.000	Membership			SOUTHEAST MICHIGAN COUNCIL SERVICE CHARGE 01/01/08-12/31/	0	03/04/08	03/04/2008	95.00	
590-548.000-977.000	Equipment			UIS PROGRAMMABLE SERVICES INC MOTOROLA SCADA SUPPORT	0	530332047	03/04/2008	5,384.00	
								Total Sewer Utilities Department	8,097.43
								Fund Total	8,097.43
Fund: Water Enterprise Fund									
Dept: Water Utilities Department									
591-556.000-740.000	Operating			HACKNEY HARDWARE SHOVEL	0	793633	03/03/2008	22.99	
591-556.000-740.000	Operating			HACKNEY HARDWARE SNOW PUSHER	0	793948	03/03/2008	10.49	
591-556.000-745.000	Uniform Al			KEITH KITCHEN CLOTHING ALLOWANCE	0	03/03/08	03/03/2008	74.19	

INVOICE APPROVAL LIST BY FUND

Date: 03/04/2008

Time: 12:17pm

Page: 4

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-920.000	Utilities		AT&T		0		03/03/2008	334.49
			734 426 4572					
591-556.000-920.000	Utilities		DTE ENERGY		0		03/04/2008	10.80
			3219 953 0018 3					
591-556.000-939.000	Vehicle Ma		SCHWALBACH'S AUTO CARE		0		03/04/2008	250.00
			REPLACE TIRES			03/04/08		
591-556.000-977.000	Equipment		ETNA SUPPLY CO		0		03/03/2008	253.35
			COUPLINGS			1506254		
Total Water Utilities Department								956.31
Fund Total								956.31
Grand Total								68,033.24

Budget Amendment Form - Council Approval Required
Fiscal Year 2007/2008

Line #	Description	Original Budget	Amended Budget	Difference	Reason for Amendment
101-101.000-802.000	Professional Services	\$ 6,000	\$ 16,000	\$ 10,000	Boundary Survey Approved 2-25-08
101-890.000-955.000	Contingencies	\$ 60,500	\$ 50,500	\$ (10,000)	Reduce Contingencies to fund Survey
<i>Net change in budget</i>				\$	

Approved by Council on March 10, 2008

 David Boyle, Village of Dexter Clerk

AGENDA 3-10-08
 ITEM S-2

Donna Dettling

From: Michael_Donahue@URSCorp.com
Sent: Tuesday, March 04, 2008 3:06 PM
To: Donna Dettling
Cc: Mike_Tarazi@URSCorp.com; Leo_Davies@URSCorp.com
Subject: Summary of MDEQ Responses to Permit Condition Questions

Donna- Attached you will find a summary my recent communications with MDEQ concerning various permit conditions that required clarification, per request of the Village and Road Commission at our meeting last month.

My conversations with MDEQ were positive, and I found the various staff members to be very accomodating and helpful in clarifying/ interpreting the various permit conditions. None of these conditions appear to be particularly problematic, or adversely affect plans/ timelines for dam removal and stream restoration. In a separate email, I will identify any additional tasks (and associated costs) that may be required to respond to these and other permit conditions.

I hope this is helpful, and I welcome any questions you may have.

Mike Donahue

(See attached file: Dexter Dam Removal- Permit Conditions Analysis.doc)

Michael J. Donahue, Ph.D.
Vice President,
Water Resources and
Environmental Services

URS Corporation
American Center Building
27777 Franklin Road, Suite 2000
Southfield, MI 48034

Tel: 248.204.5900
Dir: 248.204.4953
Fax: 248.204.5901
Cell: 734.646.4638

michael_donahue@urscorp.com

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Dexter Dam Removal

- Analysis and Interpretation of Selected Permit Conditions-

Overview: The permit issued by the Michigan Department of Environmental Quality (MDEQ) on February 1, 2008 contained 48 conditions. Most are standard considerations already provided for in plans or readily accommodated within the anticipated time frame and budget.

Fourteen of the conditions warranted special attention and were the focus of a mid-February meeting involving Village and Road Commission officials along with URS Corporation (Mike Donahue). These include conditions requiring clarification from MDEQ (15, 21, 28, 34, 35, 42, 43, 47, 48), as well as conditions of special interest to the Village/ Road Commission, including those that entail tasks (and associated costs) that may be required above and beyond those addressed in existing contracts with the Village and Road Commission. (1, 25, 30, 41, 46).

Following the meeting, Donahue communicated with several MDEQ staff members (Gerald Fulcher, Alexander Sanchez, Ralph Reznik, Vicki Katko) for the purpose of clarifying the intent of various permit conditions.

The following is a summary of the 14 permit conditions of special interest, accompanied by explanatory statements to assist the Village/ Road Commission in accommodating/ responding to those conditions.

1. Requires a pre-construction meeting.

URS Note: The required pre-construction meeting will be coordinated by the Road Commission, and will address all aspects of the project including dam removal/stream restoration. Village officials will be consulted as prospective meeting dates are identified.

15. Requires seeding (native mix) and mulch blankets for exposed areas of "raw earth" within 100 feet of the water or wetland that have not been stabilized with natural vegetation by October 1.

URS Action: URS requested that MDEQ clarify whether mulch blankets are required, and whether the "native" seed mix referenced in the permit language is acceptable.

MDEQ Response: Hydroseeding is acceptable as an alternative to mulch blankets, but it must be controlled and consistent with MDOT specifications. Seeding requirements pertain to any disturbed areas within the project limits (and above the Ordinary High Water mark) that are not stabilized as of October 1, 2008.

21. Requires that all side slopes and raw streambanks be rip-rapped to three feet above the ordinary high water mark, and all slopes above that mark be rip-rapped or receive seed/ mulch or sod to prevent erosion problems.

URS Action: URS requested clarification from MDEQ with respect to Ordinary High Water mark determination and areas where the rip-rap will be required.

MDEQ Response: MDEQ indicated that this permit condition is “boilerplate” language that is standard for this type of permit application. “Best judgment” can be used in meeting this condition, which applies only to the disturbed areas within the project limits.

25. Requires that caution signs or buoys be placed in proximity of construction area to warn recreational users of potential danger.

URS Note: The Village needs to decide what type of warning mechanism (e.g., signs or buoys) will be used, and where they will be placed. URS can complete this task if the Village so desires. The expense will be minimal, particularly if the Village has signage readily available.

28. Establishes criteria for use of fill material and, in particular, limits use of broken concrete to pieces that are no larger than 24 inches in any dimension.

URS Action: URS indicated to MDEQ that larger sized pieces of broken concrete are needed for the base layer of rip-rap to ensue a solid foundation for the smaller rip-rap and natural rock that covers it.

MDEQ Response: MDEQ indicated that this is also “boilerplate” language standard for this type of permit. They are willing to accommodate our concern and will allow pieces to “be no more than 48 inches in any one dimension, angular in shape, and carefully laid to fit together like a puzzle.” The concrete needs to be free of dirt and any exposed rebar needs to be cut off flush with the surface.

30. Requires boundary survey of the area used for fill (including slopes) within three months of the project completion; entering this data into a Restrictive Covenant with signatures from the appropriate parties; and securing certification that the fill process was completed in accordance with permit requirements.

URS Note: This will require additional expenditure in the form of a survey crew and associated report preparation to satisfy Restrictive Covenant requirements. Estimated commitment is 50- 60 hours for survey crew and associated administrative costs.

34. Requires that “non- work” areas be identified via properly trenched filter fabric fence and orange construction fencing and, post- construction such materials will be properly disposed of and the affected site properly restored.

URS Action: MDEQ was asked to more precisely determine the geographic extent of the “non work” areas requiring such identification.

MDEQ Response: “Non work” areas are those areas outside of the immediate vicinity of the project that are to be left undisturbed.

- 35. Requires “Due Care” responsibilities of property owner with respect to the fill area, including response actions to mitigate unacceptable exposure to contaminants; efforts to protect public health and safety; and notification of MDEQ in the event that contaminants are migrating. Compliance Documentation is required.**

URS Action: MDEQ was asked to clarify these responsibilities, and explain 1) what type of monitoring might be required and for what length of time; and 2) in what form and how frequently will compliance documentation be required.

MDEQ Response: MDEQ (Vicki Katko) indicated that “Due Care” responsibilities relate primarily to prospective *future* uses of the fill area. She noted that the agency “did not want to be specific” about this permit condition because the Village had not yet decided what to do with the property. In the near term, while the fill area is being constructed, capped and revegetated, signage or some other means to prevent/ discourage public access is recommended. Periodic monitoring – via visual inspection- is recommended to ensure that the integrity of the fill area is maintained. If and when the Village decides to develop the area (e.g., boardwalk, trail, park), it is recommended that the Village consult with MDEQ about the prospective use(s). The scope/ content of “compliance documentation” would be determined at that time based upon the proposed use.

- 41. Stipulates that final project approval will be provided only after an MDEQ site visits affirms that the work was completed in accordance with all plan specifications and permit conditions.**

URS Note: URS and the project contractor will ensure that dam removal/stream restoration work will meet all plan specifications and permit requirements. In the event that additional requirements are set forth by MDEQ, URS will contact the Village to discuss the nature of those requirements and associated options and costs.

- 42. Requires a) establishment of two survey points to monitor headcutting of channel once dam is breached; b) monitoring to determine of excessive headcutting results; and c) if the latter is the case, the development and implementation of a corrective action plan.**

URS Action: MDEQ was asked for additional detail on monitoring expectations and methodology; a determination as to what “excessive” means in the context of this permit condition; and clarification as to what remedial actions might be taken if excessive head cutting is determined.

MDEQ Response: MDEQ (Ralph Reznik) indicated that “It’s not necessary to survey

for the monitoring of the head.” A visual assessment is acceptable as long as there is some clear reference to compare so that a developing head cut can be detected by the naked eye. Monitoring should continue for “some period” after construction until there is “reasonable” certainty that the grade of the stream bed has stabilized and no further head cutting will occur. MDEQ recommends that monitoring should continue until a “bank full” event occurs after construction. Monitoring can cease at that point provided that no significant head cutting is detected. With respect to actions that can be taken to address excessive head cutting, grade control structures can be placed upstream of the head cut. If there is significant risk that the channel will drop below the intended design elevation, it would be “prudent” to install grade control in the tributary before the head cut occurs there.

- 43. Requires wetland mitigation for .46 acres at a 1.5 to 1.0 ratio, resulting in approximately .7 acres of mitigation. Site needs to be identified within six months of receipt of permit, at which time a mitigation plan must be submitted to MDEQ.**

URS Action: MDEQ was asked to provide additional detail on mitigation requirements (e.g., preferred location) and was also requested to allow up to six months (after project completion) for site identification and mitigation plan development. This would allow adequate time for natural stream flow to be re-established and an accurate determination of wetland impacts and mitigation requirements to be made, allowing for a better informed mitigation plan and associated implementation process.

MDEQ Response: MDEQ confirmed that mitigation is required, given that fill is going to be placed in areas that will remain wetland after the drawdown. (Mitigation is not required for loss of wetland due to permanent drawdown of the impoundment.) MDEQ is willing to extend the timeframe to 12 months from the date of permit issuance to “identify a site, submit a final mitigation monitoring plan, and receive DEQ approval.” The extra time is expected to be sufficient to develop a conceptual wetland mitigation design and construct the wetland in spring 2009. As an alternative, MDEQ is also open to allowing mitigation by using credits from an existing site (Whitney Farm) near Dexter, subject to Road Commission and MDOT approval.

- 46. Requires installation of an “aqua swirl” or similar device in the storm sewer outlet to treat storm water prior to discharge into the creek. Also requires preparation of revised stormwater management plan.**

URS Note: The cost of the “aqua swirl” device is substantial (\$25-30,000) but is expected to be fully covered by the Road Commission with MDOT funds. Plans, specifications and stormwater management plan revisions are expected to require 80- 100 hours of labor.

47. Requires development and MDEQ approval of a three year Invasive Species Management Plan (prior to construction) to prevent invasives from being established in exposed bottomlands following drawdown of the impoundment.

URS Action: MDEQ was asked to clarify this condition and provide information (and examples) of what an Invasive Species Management Plan might entail.

MDEQ Response: Plan development and implementation must be consistent with the "Performance Standards for Wetland Mitigation" and the "Monitoring of Wetland Mitigation" guidelines established by the MDEQ Land and Water Management Division. MDEQ is providing these documents and will also provide sample plans for similar dam removal projects. (Note: URS is presently estimating plan development and implementation costs based upon experiences with similar dam removal/stream restoration projects.)

48. Requires 16 inches of clay over fill area, seeding of the area with native vegetation, and a five year monitoring program to ensure that the site does not experience erosion problems.

URS Action: MDEQ was asked to provide additional detail on the "five year monitoring program" requirement and what monitoring would entail.

MDEQ Response: MDEQ indicated that periodic visual inspection by the Road Commission over the five year period would be adequate, with any observed erosion problem being promptly addressed.

Prepared by: Michael J. Donahue, Ph.D.
URS Corporation
03/04/08

AGENDA 3-10-08

ITEM L-1

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

cnicholls@villageofdexter.org

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistaunt Village Manager
Date: March 10, 2008
Re: Farmers Market Oversight Committee Appointments

On behalf of the Village President I would like to suggest that the following interested applicants be appointed to the Farmer's Market Oversight Committee:

Dexter Area Chamber Member	Andy Kudwa
Dexter Downtown Development Authority Member	Carol Jones
Merchant Representative	MaryAnn Simpkins
Citizen at Large	Dr. Shelley Hershner

Trustee Fisher was appointed as the Village Council Representative via the yearly Organizational Matters Resolution.

The positions above were outlined in the Farmer's Market Start-up and Operating Plan which was adopted by Council.

After these appointments are made we will have a quorum for a kick-off meeting. It is my intention for the Committee to meet a minimum of three times a year (pre-season, during the season, and a post-season wrap up). If you have any suggestions or comments that you would like the committee to discuss please forward them to me.

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Name Andrew Kudwa
Address 9031 Pine Cove Dr. Email andrew.kudwa@greengstonefcs.com
Phone (734) 709-3449 Best time to call 8-10AM
3645 Jackson Rd.
Ann Arbor, Ms. 48103 (GreenStone FCS)

Which Commission/Committee are you applying for?

- Zoning Board of Appeals
 Planning Commission
 Parks Commission
 Downtown Development Authority
 Local Development Finance Authority

* All dates noted for the first meeting will work for me

Other (Specify) Farmers Market Oversight

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?

I have always had a personal/business interest in the vitality of ~~the~~ rural business. With my relationship w/ Green Stone Farm Credit I have been able to stay in touch w/ local movements, greenbelt, washtenaw land trust, 4H & many other programs that help sustain rural programs in Washtenaw County.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on? Washtenaw County.
I have not served on any other commissions w/in the last year. I was on the Apple Daze committee & currently involved w/ Leadership Ann Arbor through the Ann Arbor Chamber of Commerce (8 month commitment)

Please list/attach any other information that you would like to have considered.

Dexter Chamber - 3 yrs Washtenaw HBA - 3 yrs
A² Chamber - 1 yr Joy cees - 2 yrs.
Saline Chamber - 1 yr

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Name Carol Jones
Address 7545 third Email dextercofc caol.com
Phone 426-8114 hm Best time to call _____
426-4626 wk

Which Commission/Committee are you applying for?

Zoning Board of Appeals

Planning Commission

Parks Commission

Downtown Development Authority

Local Development Finance Authority

Other (Specify) Farmer's Market Oversight

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?

Represent DDA

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?

DDA

Please list/attach any other information that you would like to have considered.

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Name Mary Ann's (Mary Ann Simpkins)
Address 3212 Alpine, Dexter Email Maryanns@tshore.com
Phone 426-8614 Best time to call days

Which Commission/Committee are you applying for?

- Zoning Board of Appeals
 Planning Commission
 Parks Commission
 Downtown Development Authority
 Local Development Finance Authority
 Other (Specify) Farmers Market

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?

helped in the last couple of yrs..

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?

Organize Crafters/Artists for Dexter Ice Cream Social
+ Apple Doze for 8 yrs..

Please list/attach any other information that you would like to have considered.

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Name Shelley Hershner

Address 7224 Ulrich Email shershner@umich.edu

Phone 426-2551 Best time to call email is best

Which Commission/Committee are you applying for?

- Zoning Board of Appeals
- Planning Commission
- Parks Commission
- Downtown Development Authority
- Local Development Finance Authority
- Other (Specify) Farmers Market

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?

I would like to be involved with growing the farmers market. I would like to see it become more of an asset to Dexter a great source of local produce.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?

I have been involved in the homeowners association at our last two homes, and have enjoyed the process.

Please list/attach any other information that you would like to have considered.

I'm a local physician and have lived in Dexter for the last 6 years.

AGENDA 3-10-08

ITEM L-2

OHM

Engineering Advisors

March 4, 2008

VILLAGE OF DEXTER

8140 Main Street
Dexter, MI 48130

Attention: Donna Dettling
Village Manager

Regarding: **Third Street Improvements - Recommendation Letter**
OHM Job # 0130-07-0071

Dear Ms. Dettling:

Sealed bids for the Third Street Improvement Project were received on Tuesday, February 19, 2008, at OHM. Bids were received from nine (9) bidders, with bids ranging from \$369,625.20 to \$524,971.74 as shown on the attached tabulation. The apparent low bid was received from Florence Cement Company, 12798 23 Mile Road, Shelby Twp, MI 48315 in the amount of \$369,625.20.

It is recommended that the Third Street Improvement Project contract be awarded to Florence Cement Company of Shelby Twp, Michigan, in the amount of \$369,625.20 based on their bid unit prices. Florence Cement Company meets the qualifications set forth in the contract documents and is capable of performing the work.

Through discussions with the contractor and having worked with them in the past, we have reason to believe that Florence Cement Company is a reputable firm with adequate experience in these types of projects. Florence Cement Company has shown that they have adequate resources needed to perform the work associated with this project in the time allotted.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.

Christine A. Cale

Christine A. Cale, P.E.
Project Engineer

CAC/emmm

cc: Ed Lobdell, DPS Superintendent
Angelo Lanni, President, Florence Cement Company, 12798 23 Mile Rd, Shelby Twp, MI 48315
Chris Donajkowski, OHM

Third Street Improvements 0130-07-0071
 Engineer's Opinion of Probable Cost
 Florence Cement Company - Construction Bid Estimate

With Sidewalk

TOTAL BID AMOUNT:	\$	369,625.20
CONSTRUCTION ENGINEERING (Testing & Observation):	\$	56,000.00
SURVEY STAKING:	\$	8,500.00
PROJECT COSTS:	\$	434,125.20
Sanitary Sewer work for 7500 Third Street:	\$	(19,100.00)
TOTAL VILLAGE PROJECT COSTS to Central:	\$	415,025.20
TOTAL VILLAGE PROJECT COST to Dover:	\$	368,731.04
TOTAL VILLAGE PROJECT COST to Edison :	\$	316,606.72

Without Sidewalk

Sidewalk Costs	\$	(34,384.00)
TOTAL BID AMOUNT:	\$	335,241.20
CONSTRUCTION ENGINEERING (Testing & Observation):	\$	50,500.00
SURVEY STAKING:	\$	7,700.00
PROJECT COSTS:	\$	393,441.20
Sanitary Sewer work for 7500 Third Street:	\$	(19,100.00)
TOTAL VILLAGE PROJECT COSTS to Central:	\$	374,341.20
TOTAL VILLAGE PROJECT COST to Dover:	\$	334,347.04
TOTAL VILLAGE PROJECT COST to Edison :	\$	291,147.72

Additional Notes:

Overall Water Main/Sanitary Sewer Construction Costs: (not including 7500 Third St Sanitary Sewer costs)	\$	70,595.75
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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: March 10, 2008
Re: Administrative Consent Order (ACO)

AGENDA 3-10-08
ITEM L-3

Village staff and OHM consultants met with DEQ on Monday, March 3, 2008 to discuss the framework for an ACO. Notes from that meeting are included for your review.

Both OHM and Village staff are satisfied that the terms of an ACO between the Village and DEQ will be reasonable, and in-line with our current plans to build an Equalization Basin at the Wastewater Treatment Plant. We are confident that the target timeline of 2012 for completing improvements is realistic with or without SRF assistance.

Staff is recommending that the Resolution withholding certificates of occupancy for Cedars of Dexter and the Wellness Center be adopted as required by DEQ in order to release Part 41 Sewer Permits for these projects immediately.

RESOLUTION # -2008

**RESOLUTION FOR THE PURPOSE OF
WITHHOLDING CERTIFICATES OF
OCCUPANCY FOR THE CEDARS OF DEXTER
DEVELOPMENT AND THE WELLNESS
CENTER OF DEXTER 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 and Wellness Center of Dexter Development, and

WHEREAS, the Developers for the Cedars of Dexter and Wellness Center of Dexter project have 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 Developers have acknowledged that the Village and MDEQ make no commitment as to when an Agreement to allow Certificates of Occupancy will be issued, and the Developers 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 and the Wellness Center 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 and the Wellness Center 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 and the Wellness Center of Dexter Developments 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

Meeting Summary



Village of Dexter Wastewater System

ACO discussion

March 3, 2008 2pm

MDEQ Jackson Office

Attendees: Jon Russell – MDEQ
Tiffany Myers – MDEQ
Deb Snell – MDEQ
Ed Lobdell – Village of Dexter
Donna Dettling – Village of Dexter
Courtney Nicholls – Village of Dexter
Rhett Gronevelt – OHM
Christine Cale – OHM

1. Village Desired Terms for ACO

The MDEQ indicated that the District Compliance Agreement (DCA) does not provide the enforceability that an Administrative Consent Order (ACO) does. Therefore, the MDEQ will require that they enter into an ACO with the Village in order to continue issuing Part 41 permits. An initial, minimal penalty (maybe \$5,000) will likely be part of the ACO. Future penalties for violating the ACO (only if the schedule and milestones aren't met) are likely to be \$250 - \$500/day. Likely the Village will see a draft ACO in 6 weeks.

- *Build 0.5 MG EQ basin* – The size is still to be finalized. OHM expects that 0.5 MG EQ basin will be found to be sufficient for Village's needs.
 - Once OHM meets with Tom Knueve of the MDEQ, it is expected that scope (size) of the EQ basin could be confirmed.
- *The EQ basin will be constructed by Jan 1, 2014* – The Village needs to be comfortable that the basin can be constructed in a certain timeframe with or without SRF funding.
 - The MDEQ would like to see a tighter timeframe along with significant milestones for EQ basin completion. The suggestion of completing the EQ basin by 2012 was presented by MDEQ
 - SRF funding and the timing of the funding will play a role in determining the EQ basin completion date.
 - Village agreed to draft general milestone schedule and submit to MDEQ
- *Issue Part 41 permits to allow additional connections into the wastewater system up to the 0.58 MGD average day design capacity at the WWTP between the executed date of the ACO and completion of the EQ basin*
 - The MDEQ is OK with continuing to issue Part 41 permits for Village development. If the development will be relatively small, "30 REU's or less", there shouldn't be a problem. Anything greater than 30 REU's, the Village will need to discuss potential permitting with the MDEQ.
 - Dexter Wellness can be included as part of the resolution for the Cedars of Dexter site.
- *Allow for an opportunity for extension of the completion date of the EQ basin due to circumstances beyond Village's control*
 - As long as action is taking place and progress is being made in construction of the EQ basin, the MDEQ will work with the Village on the completion date of the EQ basin. Some language for legitimate extensions will be included.

- *Agree to disagree on sand filter bypass* – The Village does not believe they are in violation of their NPDES permit.
 - € The MDEQ is conscious of the fact that the Village was unaware that bypassing sand filters in the WWTP was a violation of their NPDES permit until recently.
 - € The ACO will include language requiring the Village to report any future sand filter bypass. Regular O & M activities for the WWTP will also be noted in the ACO.
 - *No penalties during ACO period for SSO/blending*
2. Review proposed resolution
 - € The MDEQ will review the proposed resolution and provide comments to the Village.
 3. Review any other comments in letter
 - € Other items that were requested by the MDEQ for the Cedars of Dexter permit will be provided by the Village and OHM.

It was agreed that MDEQ (likely Tiffany) will work on a draft of the ACO, and it might be available in 4 – 6 weeks for consideration by Village. Execution timeframe will be largely dependent upon how much review and negotiation is involved.



Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Bed and Breakfasts - ORDINANCE AMENDMENT
RECOMMENDATION FROM PLANNING COMMISSION
Date: March 10, 2008

REVIEW

Over the past several years the Village has been contacted about where Bed and Breakfasts can be located within the Village of Dexter. Currently the Village permits Bed and Breakfasts only in the VR Village Residential District as a special land use (SLU). A map has been included in your packet for your information.

Based on the Planning Commission's desire to permit Bed and Breakfast Inns within the Village the Planning Commission reviewed amendments to the following articles of the Village of Dexter Zoning Ordinance.

- Article 8, Special Land Use Provisions for Bed and Breakfast Inns
- Article 10, One Family Residential (R1B and R1A), Special Land Uses
- Article 12, Multiple Family Residential (R 3), Special Land Uses
- Article 15, Village Commercial District (VC), Special Land Uses
- Article 15A, Central Business District (CBD), Special Land Uses

The Planning Commission conducted basic research to see how two other communities in our area handle Bed and Breakfasts, City of Northville, the City of Chelsea, the Village of Manchester and others. Most of the communities researched required B/B's to be special land uses and permitted them to be located in commercial and residential districts.

The Planning Commission specifically reviewed signage, parking, landscaping, permitting part time B/B's and permitting food service to guests and others. The Planning Commission revised the sign provisions for B/B's, clarified the parking and landscaping provisions and added additional provisions that further defined an applicant's requirements. The Planning Commission decided at this time not to change the food service provisions or the requirement that an owner or operator live on-site.

RECOMMENDATION

Based on the information provided to the Planning Commission, the Planning Commission recommended that Bed and Breakfast Inns be added to the special land uses permitted in all of the above mentioned districts.

The Planning Commission recommended that pursuant to Article 23, Section 23.07, Criteria for amendment to the zoning ordinance text the ordinances be amended due to the improved techniques for dealing with provisions regulating Bed and Breakfast Inns and to promote implementation of the goals of the Master Plan.

REFERENCE:

Per Section 23.07, The Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance.

- A. Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance.
- B. Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated.
- C. The Village Attorney recommends an amendment to respond to significant case law.
- D. The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

SUGGESTED MOTIONS

1. Article 8, Special Land Use Standards for Bed and Breakfast Inns

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council has determined that the proposed ordinance amendments to **ARTICLE 8, Section 8.11B11, Special Land Use Provision for Bed and Breakfast Inns** meets the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments promote implementation of the goals of the Master Plan and because the amendments improve the techniques for dealing with bed and breakfasts.

OR

Move to **POSTPONE** the proposed amendments to Article 8 until _____ **(DATE)** _____ to allow the Village Council to gather more information on the following:

- 1. _____
- 2. _____

2. Article 10, One Family Residential (R1A/R1B) District, Special Land Uses

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council has determined that the proposed ordinance amendments to **ARTICLE 10, Section 10.03, Special Land Uses** meet the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments promote implementation of the goals of the Master Plan.

OR

Move to **POSTPONE** the proposed amendments to Article 10 until _____ (DATE) _____ to allow the Village Council to gather more information on the following:

- 1. _____
- 2. _____

3. Article 12, Multiple Family Residential (R3), Special Land Uses

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council has determined that the proposed ordinance amendments to **ARTICLE 12, Section 12.03, Special Land Uses** meet the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments promote implementation of the goals of the Master Plan.

OR

Move to **POSTPONE** the proposed amendments to Article 10 until _____ (DATE) _____ to allow the Village Council to gather more information on the following:

- 1. _____

4. Article 15, Village Commercial (VC) District, Special Land Uses

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council has determined that the proposed ordinance amendments to **ARTICLE 15, Section 15.03, Special Land Uses** meet the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments promote implementation of the goals of the Master Plan.

OR

Move to **POSTPONE** the proposed amendments to Article 15 until _____ (DATE) _____ to allow the Village Council to gather more information on the following:

- 1. _____
- 2. _____

5. Article 15A, Central Business (CBD) District, Special Land Uses

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council has determined that the proposed ordinance amendments to ARTICLE 15A, Section 15A.03, Special Land Uses meet the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments promote implementation of the goals of the Master Plan.

OR

Move to POSTPONE the proposed amendments to Article 15A until _____ (DATE) _____ to allow the Village Council to gather more information on the following:

1. _____
2. _____

Please feel free to contact me if you have any additional questions.

Thank you.

Article 8

11. Bed-and-breakfast inns

- a. Two off-street parking spaces shall be provided for the residential occupants. One additional parking space shall be provided for each bed and breakfast bedroom established; screening and buffering may be required pursuant to Article VI, Landscaping Standards. Parking requirements may be reduced if the Planning Commission finds that reducing off-street parking will not detract from the residential character of the neighborhood, and other parking is available in the immediate area. All parking must conform to standards in Article V, Parking and Loading.
- b. No bed-and-breakfast inn shall be located closer than three hundred (300) feet to another bed-and-breakfast inn.
- c. Meals or other services provided on the premises shall only be available to residents, employees and overnight guests of the inn.
- d. The dwelling unit in which the bed and breakfast establishment is located shall be the principal residence of the operator, and said operator shall live on the premises while the establishment is active.
- e. There shall be a maximum of six (6) rooms for lodging.
- f. Landscaping pursuant to Article VI shall be used to screen adjacent residences from parking areas or any outdoor eating area.
- g. A sketch plan showing the floor plan shall be submitted for approval.
- h. Maximum sign size shall be five (5) square feet with a maximum height of six (6) feet. Sign materials are to be compatible with the architecture of the building. Signs must meet setback standards for the district in which they are located. Internal illumination is prohibited.
- i. No exterior alterations to the structure shall be made which would change the residential appearance of the structure.
- j. The applicant is responsible for determining the effect, if any, of the bed and breakfast use upon any subdivision restrictions, deed covenants, etc., that may encumber the property.
- k. The applicant shall comply with any fire and life safety requirements imposed by the Washtenaw County Building Department according to the Building or Fire Code.

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One Family Residential District

Article X

R-1A AND R-1B ONE FAMILY RESIDENTIAL DISTRICT

Section 10.01 INTENT

This district is designed to encourage a suitable and healthy environment for family life, and to provide residential areas for one family residential densities and other facilities will serve the residents in the district.

Section 10.02 PERMITTED PRINCIPAL USES

- A. Single-family detached dwellings.
- B. Home occupations in accordance with Article III, Section 3.05.
- C. On-site signs in accordance with Article VII.
- D. Family day care homes and family foster care homes subject to the following provisions:
 - 1. Such uses shall be duly licensed by the State Department of Social Services.
 - 2. Buildings and lots so used shall conform to all state and local code requirements.
 - 3. A minimum of thirty-five (35) square feet on indoor play area shall be provided for each child. Indoor play area shall be computed exclusive of hallways, bathrooms, reception and office areas, kitchens, storage areas and closets, basements, except those which are finished and have dual means of egress, and areas used exclusively for rest or sleep.
 - 4. A minimum of one hundred-fifty (150) square feet of outdoor play area for each child. The total outdoor play area shall have a total minimum area of not less than five thousand (5,000) square feet.
- E. Adult family (day care) homes and adult (foster care) homes.
- F. Uses and structures accessory to principal permitted uses.

Village of Dexter Zoning Ordinance 10 - 1

One Family Residential District

Section 10.03 SPECIAL USES

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

- A. Accessory apartments within permitted single family homes.
- B. Farms on lots having an area of not less than ten (10) acres of area.
- C. Residential cluster development.
- D. Churches.
- E. Government or community-owned buildings.
- F. Cemeteries.
- G. Bed and Breakfast Inns.
- H. Essential service building (without storage yards).

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*Multiple-Family Residential District***Article XII****R-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT****Section 12.01 INTENT**

The Multiple-Family Residential District is intended to provide rental or individually owned multiple-family dwelling units. This district will generally serve as a transitional zone between the nonresidential districts and lower density One-Family Districts. The Multiple-Family District is provided to serve the limited needs for the apartment units in a single-family community.

Section 12.02 PERMITTED PRINCIPAL USES

- A. Multiple Family Dwellings, including: Townhouses, rowhouses, and garden apartments.
- B. Two-Family dwellings.
- C. Multiple housing for the elderly.
- D. Activity Center Building specifically for the elderly.
- E. Family day care homes, child care centers, day care centers and family foster care homes.
- F. Adult (foster care) home and adult foster care small group homes and adult day care.
- G. On-site signs in accordance with regulations specified in Article VII.
- H. Uses or structures accessory to principal permitted uses.

Section 12.03 SPECIAL USES

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

- A. Public swimming pools, parks, playgrounds, and playfields.
- B. Churches and other buildings for religious worship.

Multiple-Family Residential District

- C. Public and private nurseries for children, primary and secondary non-profit schools, and colleges and universities.
- D. Boarding and rooming houses.
- E. Government or community-owned buildings.
- F. Funeral homes.
- G. Adult congregate care facilities.
- H. Bed and Breakfast Inns.

Article XV

VC VILLAGE COMMERCIAL DISTRICT

Adopted June 12, 1995
Amended December 13, 2004
Amended October 10, 2005
Amended April 10, 2006

Section 15.01 INTENT

The intent of the Village Commercial District (VC) is to promote the orderly development, redevelopment, and continued maintenance of Dexter's commercial district. This District is also intended to serve the comparison, convenience, and service needs of the Dexter Area. The VC district shall complement the CBD district with less intense office, service, and retail uses, all within a safe pedestrian environment and within convenient walking distance from the CBD district.

Proposed building and site design must be sensitive to the district's historical significance. Additions or modifications to historic buildings should be harmonious with the original structure as well as the surrounding neighborhood. Additions or modifications should be designed and constructed so that the character defining features of the historical building are retained and enhanced by the new construction.

Because of the variety of uses permitted in the VC district, special attention must be focused on site layout, building design, vehicular circulation, and coordination of site features between adjoining sites. Off-street parking shall be located on the side or rear yard although participation in the public parking program is strongly encouraged. (Refer to section 5.1). Permitted uses should be complementary to each other, and should not have an adverse impact on street capacity, public utilities and services, or the overall image and function of the district. A mixture of uses within a building, such as retail, office and residential is encouraged.

Section 15.02 PERMITTED PRINCIPAL USES

- A. Retail establishments for the sale of such products as art/supplies, hardware, books, stationary, flowers, clothing, shoes, music, sporting goods, painting and wallpaper supplies, drugs, and notions, gifts, and home entertainment supplies and rental, and similar specialty retail shops.
- B. Personal service establishments such as barber shops, beauty salons, and dry cleaners; including repair shops for watches, bicycles, jewelry, and other such items.
- C. Food establishments, retail up to 2,000 square feet of gross floor: such as for the sale of groceries, fruit, meat and fish; baked goods; and dairy products.
- D. Restaurants, sit down which do or do not serve alcohol.

- E. Banks, savings and loan institutions, and credit unions without drive up windows.
- F. Business and professional offices such as administrative, legal, architecture, engineering, insurance, real estate, accounting, medical, dental, Computer and Internet Services and other similar offices.
- G. Printing and photographic reproduction establishments.
- H. Public buildings and offices, post offices, museums, libraries and community centers and Senior Centers.
- I. Schools, commercial: such as dance, art, and music.
- J. Theaters, cinemas.
- K. An integration of upper floor residential dwelling, commercial/retail, and office uses within a building.
- L. Off-street parking and loading see Article V.
- M. Signs subject to the provisions of Article VII.

Section 15.03 SPECIAL USES

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

- A. Food establishments, retail over 2,000 square feet of gross floor area but not to exceed 10,000 square feet of gross floor area: such as for the sale of groceries, fruit and meat; baked goods; and dairy products.
- B. Restaurants, carryout.
- C. Bars/Taverns/Lounges.
- D. Vocational and technical training facilities.
- E. Banks, savings and loan institutions, and credit unions with drive-up windows.
- F. Service Establishments of an office/workshop/retail outlet or showroom nature, such as plumbing, electrician, interior decorating, dressmaking, tailoring, upholstering, hose appliance and similar establishments of similar character subject to the provision that not more than fifty (50) percent of the total useable floor area of the establishment shall be used for servicing, repairing, or processing activities.

- G. Outdoor eating areas.
- H. Small animal clinics
- I. Private clubs, fraternal organizations, and lodge halls.
- J. Bed and Breakfast Inns.

K. All buildings over 10,000 square feet gross floor area require a special use permit per Article 8.

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Section 15.04 REQUIRED CONDITIONS

- A. All new buildings shall have at least 70 percent of their 1st floor facade on the street-facing sidewalk as non-reflective/non-tinted glass. The use of reflective/tinted glass on the first floor side and rear building windows requires Planning Commission approval.
- B. No new mid-block curb cuts are permitted. Shared driveways are strongly encouraged. Access changes are permitted where drives can be consolidated or repositioned for sharing, improved safety, or more on-street parking can be provided.
- C. All new buildings shall have at least one pedestrian entrance on the front. Rear or side entrances should be provided where parking is on the side or rear of the building.
- D. All business establishments shall be retail or service establishments dealing directly with customers. All goods produced on the premises shall be sold at retail on premises where produced.
- E. All business, servicing, or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.
- F. Exterior walls facing public rights-of-way, customer parking areas, and adjoining property that is zoned or used for residential purposes shall have a finished appearance, using the same materials as used on the front of the building. Wherever possible, meter boxes, dumpsters, and mechanical equipment should be screened on a side of the building that faces residentially-zoned or used property, or mounted and screened on the roof.
- G. The site design shall be sensitive to pedestrian and bicycle needs. Bicycle hoops are required per Section 5.03 of the Parking and Loading Standards.
- H. Architectural standards for approval include the following items: rooflines and cornices, fenestration and brackets, shape and style of windows, shape and style of lights within windows, colors and finish materials. Review of architectural concepts colors and materials will be part of site plan review.
 - 1. New construction, additions and modifications to buildings shall be harmonious with the historic scale and nature of other structures in the vicinity. Additions

may be made to building facades not facing a street. Additions to a structure may be permitted except that additions to a structure's façade (the front side of the building facing a street) may be made only when such addition adds to the historical or architectural value and significance of the structure. Items to be considered for site plan review include the following:

- a. Whether modifications are consistent with the existing architectural motif.
 - b. Whether new exterior additions are constructed to minimize the loss of historical materials and so that character-defining features are not obscured, damaged, destroyed or covered.
 - c. Whether attached exterior additions are located at the rear or on an inconspicuous side of a historic building and minimize, to the extent possible, its size and scale relative to the historic building.
 - d. Whether new exterior additions are designed in a manner that makes clear what is historic and what is new while maintaining consistent design motifs from the historical building.
2. General architecture, front facade, and overall building appointments should be harmonious with the historic nature of other structures in the vicinity. Architectural concepts to be reviewed include the following items: rooflines and cornices, fenestration and brackets, shape and style of windows, colors and finish materials. Exterior building materials shall employ a variety of textures and colors and window and door details. Desirable materials include brick, stone (natural and cast), wood siding and glass. Exterior materials that should not be used on large applications, but can be used as detail material or as small applications include EIFS (exterior insulation finishing system), vinyl siding, asphalt or metal siding, composite fiberglass and reflective glass.
3. Surface Covering. Existing and proposed buildings may be painted or stained to be consistent with the majority of the established buildings in the area or which are consistent with a documented earlier or original condition of existing buildings. Surfaces which are currently covered by wood, vinyl or aluminum siding may be repaired with the same material as currently exists. Exterior color must be derived from a historical color palette and shall ordinarily be consistent with the majority of the established buildings. "Non-traditional" or "Non-historic" colors are not permitted. The use of paint to attract attention or advertise using geometric shapes and color or in other ways inconsistent with the surrounding architecture is prohibited.

CBD Central Business District

**Article XV(A)
CBD CENTRAL BUSINESS DISTRICT**

Deleted: Amended December 13, 2004¶ Amended October 10, 2005¶ Amended April 10, 2006¶
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Section 15(A).01 INTENT

This District is the historical old Central Business District or commercial center. The intent is to foster continued improvements and redevelopment around the historical theme and heritage of the "old Dexter" thereby adding to the character, social and environmental diversity and improvement in economic viability of the downtown area. Off-street private parking facilities are not required due to the location of on-street and municipal parking areas. Store frontage with appealing windows and entrances and contiguous building mass along Main and other streets in the CBD are strongly encouraged.

To foster an appealing high-density pedestrian environment, the CBD is intended to be physically compact and to provide a diversity of products and services, convenient parking, and pedestrian and vehicle safety. Buildings should front primary streets with parking lots to the rear of buildings. Mixed-uses are encouraged within buildings. Along primary streets (Main, Broad, and Central) retail and eatery uses should dominate ground floors, office uses and residential dwellings on upper floors, and all buildings should be clustered within shoulder-to-shoulder block groups wherever feasible.

Section 15(A).02 PERMITTED USES

The dimensional standards and required conditions of this overlay district shall apply simultaneously with the list of uses permitted or regulated as Special Uses in the underlying district. All uses shall meet the applicable standards for the CBD District listed in Section 15.04(A) and Article XX, Schedule of Regulations.

- A. Retail establishments for the sale of such products as art/supplies, hardware, books, stationary, flowers, clothing, shoes, music, sporting goods, painting and wallpaper supplies, drugs, and notions, gifts, and home entertainment supplies and rental, and similar specialty retail shops.
- B. Personal service establishments such as barber shops, beauty salons, and dry cleaners: including repair shops for watches, bicycles, jewelry, and other such items.
- C. Food establishments, retail up to 2000 square feet of gross floor: such as for the sale of groceries, fruit and meat; baked goods; and dairy products.
- D. Restaurants, sit down which do or do not serve alcohol.

CBD Central Business District

- E. Banks, savings and loan institutions, and credit unions without drive up windows.
- F. Business and professional offices such as administrative, legal, architecture, engineering, insurance, real estate, accounting, medical, dental, and other similar offices.
- G. Printing and photographic reproduction establishments.
- H. Public buildings and offices, post offices, museums, libraries, community centers, and Senior Centers.
- I. Schools, commercial: such as dance, art, and music.
- J. Theaters, cinemas.
- K. An integration of upper floor residential, commercial/retail, and office uses within a building.
- L. Off-street parking and loading, see Article V.
- M. Signs subject to the provisions of Article VII.

Section 15(A).03 SPECIAL USES

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

- A. Food establishments, retail over 2000 square feet of gross floor area but not to exceed 20,000 square feet of gross floor area: such as for the sale of groceries, fruit and meat; baked goods; and dairy products.
- B. Restaurants, carryout.
- C. Bars/Taverns/Lounges.
- D. Banks, savings and loan institutions, and credit unions with drive up windows.
- E. Service Establishments of an office/workshop/retail outlet or showroom nature, such as plumbing, electrician, interior decorating, dressmaking, tailoring, upholstering, home appliance and other establishments of similar character subject to the provision that not more than fifty (50) percent of the total useable floor area of the establishment shall be used for servicing, repairing, or processing activities.

CBD Central Business District

F. Outdoor cafes and eating areas.

G. Small animal clinics.

H. Bed and Breakfast Inns.

I. All buildings over 20,000 square feet gross floor area require a special use permit per Article 8.

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Section 15(A).04 REQUIRED CONDITIONS

- A. No minimum lot size or front, side or rear yards are required in this district providing the provisions of Section 5.07 Off-Street Loading and Unloading Requirements are complied with.
- B. Uses in this district are exempt from the requirements of ARTICLE V Off-Street Parking Requirements. New curb cuts are prohibited and closure of existing curb cuts is recommended. Where setbacks and minimum building size requirements have been met, per Section 20.01, exceptions will be considered if vehicle access is required and not otherwise possible.
- C. All new buildings shall have at least 70 percent of their 1st floor facade on the street-facing sidewalk as non-reflective/non-tinted glass. The use of reflective/tinted glass on the first floor side and rear windows is discouraged. Use of reflective/tinted windows requires Planning Commission approval.
- D. All buildings shall be built to within one foot of the front lot line and street side lot line on corner lots.
- E. All new buildings shall have at least one pedestrian entrance on the front. Rear or side entrances should be provided where parking is on the side or rear of the building.
- F. All business establishments shall be retail or service establishments dealing directly with customers. All goods produced on the premises shall be sold at retail on premises where produced.
- G. All business, servicing, or processing, except for loading, shall be conducted within a completely enclosed building.
- H. Exterior walls facing public rights-of-way, customer parking areas, and adjoining property that is zoned or used for residential purposes shall have a finished appearance, using the same materials as used on the front of the building. Wherever possible, meter

CBD Central Business District

boxes, dumpsters, and mechanical equipment should be screened on a side of the building that faces residentially-zoned or used property, or mounted and screened on the roof.

- I. The site design shall be sensitive to pedestrian and bicycle needs. Buildings over 6,000 square feet gross floor area must provide a minimum of two (2) bicycle hoops.
- J. Architectural standards for approval include the following items: rooflines and cornices, fenestration and brackets, shape and style of windows, shape and style of lights within windows, colors, and finish materials. Exterior building materials shall employ a variety of textures and colors and window and door details. Desirable materials include brick, stone (natural and cast), wood siding and glass. Exterior materials that should not be used in large applications, but can be used as detail material or as a small application include EIFS (exterior insulation and finishing system), vinyl siding, asphalt or metal siding, composite fiberglass and reflective glass. Review of architectural concepts, colors and materials will be part of the site plan review committee.
 1. New construction, additions and modifications to buildings shall be harmonious with the historic scale and nature of other structures in the vicinity. Additions may be made to building facades not facing a street. Additions to a structure may be permitted except that additions to a structure's façade (the front side of the building facing the street) may be made only when such addition adds to the historical or architectural value and significance of the structure. Items to be considered for site plan review include the following:
 - a. Whether modifications are consistent with the existing architectural motif.
 - b. Whether new exterior additions are constructed to minimize the loss of historical materials and so that character-defining features are not obscured, damaged, destroyed or covered.
 - c. Whether attached exterior additions are located at the rear or on an inconspicuous side of a historic building and minimize, to the extent possible, its size and scale relative to the historic building.
 - d. Whether new exterior additions are designed in a manner that makes clear what is historic and what is new while maintaining consistent design motifs from the historical building.
 2. General architecture, front facade, and overall building appointments should be consistent with the historical buildings of the downtown Main Street area. As an example, a multi-story, brick building with historically formatted storefront windows and doors with upper and lower cornices.
 3. Surface Covering. Existing and proposed buildings may be painted or stained to be consistent with the majority of the established buildings in the area or which are consistent with a documented earlier or original condition of existing buildings. Surfaces which are currently covered by wood, vinyl or aluminum

CBD Central Business District

siding may be repaired with the same material as currently exists. Exterior color must be derived from a historical color palette and shall ordinarily be consistent with the majority of the established buildings. "Non-traditional" or "Non-historical" colors are not permitted. The use of paint to attract attention or advertise using geometric shapes and color, or is in other ways inconsistent with the surrounding architecture is prohibited.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: March 10, 2008
Re: Preparation for the next Town Hall Meeting

AGENDA 3-10-08

ITEM L-9

Several items for discussion have been recommended by James Smith to help prepare for the next Town Hall meeting.

- Setting the topic of the next Town Hall Meeting for example, "Village Stepping Its Way Towards Cityhood" or some similar title that would convey the message that we would review with citizens (a) the steps to becoming a city, (b) where we're at in the process, (c) the pros and cons of changing to a City.
- Setting up a sub-committee for the purpose of Town Meeting promotion. Participation could include someone from village staff, a member of Council and a couple citizens.
- To help Council prepare for the Town Meeting, arrange for Michigan Municipal League to conduct their on-site program, "Impact of Changing from a Village to a City".
- Possibility of changing from the tentative date of Thursday, June 19th to a date in May. Consider a Saturday date i.e., May 10th or 17th.

ITEM L-10

Donna Dettling

From: Courtney Nicholls
Sent: Friday, February 29, 2008 11:08 AM
To: Donna L. Fisher (d.fisher@dexter.k12.mi.us); James Carson (jcarson@aiserv.net); James D. Smith (jdsmith@umich.edu); Joe Semifero (jrsemifero@yahoo.com); Paul Cousins (millpond89@comcast.net); Ray Tell (ellistell@aol.com); Shawn Keough (skeough@wadetrim.com)
Cc: Donna Dettling
Subject: Volunteer Recognition

Council has expressed an interest in having a volunteer appreciation event this summer. I wanted to get your opinions on potentially holding this event in conjunction with the Chamber's ice cream social on June 7. Having it at the same time as another community event will encourage more attendance and give the people we would like to recognize more of a reason to attend. It could also be a good way to reach out to members of the community who may be interested in volunteering for a committee or special project.

We could provide recognition certificates, coupons for a free ice cream, and a place for people to sit, talk and meet the council and other board / commission members.

Please let me know if you feel this is an idea I should pursue further. If there is enough general support we can make it a future agenda item.

Thanks,

Courtney L. Nicholls
Village of Dexter
Assistant Village Manager
734-426-8303 ext. 17

AGENDA 3-10-08

ITEM L-11

**Washtenaw County
Unified Work Program
FY 2008-2009**

Washtenaw Area Transportation Study

Ann Arbor Transportation Authority

January 2008

Washtenaw Area Transportation Study (WATS)
705 North Zeeb Road, Ann Arbor, MI 48103-1560
(734) 994-3127 Fax (734) 994-3129
email: blackmoret@miwats.org
www.miwats.org

Ann Arbor Transportation Authority
2700 South Industrial Highway
Ann Arbor, MI 48104
(734) 973-6500 Fax (734) 973-6338
email: cwhite@theride.org
www.theride.org

7. Chelsea City and Dexter and Manchester Villages

The City of Chelsea and the Villages of Dexter and Manchester are experiencing increasing congestion in their Central Business Districts and significant development pressures surrounding their communities. This is not an uncommon problem as the rural areas in Washtenaw County and the surrounding counties continue to develop.

The City of Chelsea and the Village of Manchester are bisected by M-52, a State trunk line that links Adrian in Lenawee County, the Village of Manchester, I-94, the City of Chelsea, the Village of Stockbridge and I-96 in Ingham County. The amount of truck and commuter traffic through the City and Village continues to increase, affecting the historic character of the communities. In FY 1996, WATS established an area-wide steering committee to guide a traffic circulation study for the Village of Chelsea and surrounding townships. A draft EA was completed in 2002 for an additional western route for Chelsea. Developers are now proposing to develop some of the land and the Road Commission and Sylvan Township are working to preserve the ROW and construct portions of the road.

Manchester Village is also bisected by M-52 and the four corners in the Village downtown are often congested with truck traffic making the left turn to service the Industrial Park, villages and areas to the south. The Manchester schools also made a decision to construct a new high school on an unpaved road on the north edge of the village. WATS worked with the Village to change the National Functional Classification of two roads in the Village to serve the high school as well as to provide an alternate route for trucks to avoid the sharp left turn on M-52 in the historic CBD.

Dexter-Ann Arbor Road bisects the Village of Dexter providing a link between Livingston County to the north (a rapidly developing bedroom community), I-94 and the City of Ann Arbor. At the northwest end of the Village is an historic stone train trestle bridge with a narrow (less than 2 lanes) underpass restricting traffic flow. A weight-restricted bridge over Mill Creek is located over a dam just east of the train trestle. As congestion on US-23 continues to increase and Dexter Township and southern Livingston County continue to develop, the pressure on the underpass, the Main Street Bridge and the road system in the Village will persist and intensify. The commercial and residential development and the redesign of the road system to better accommodate non-motorized travel in the Village will also continue to affect the capacity of the road system. By the year 2030, traffic in the Village is expected to be nearly 30,000 vehicles per day on this two lane facility.

In late FY 1995, WATS assembled a multi-jurisdictional discussion group to explore options for improving traffic flow and reducing congestion in and near the Village. This activity was abandoned in 1997, but was restarted in late 2003 by the Village. The Huron River and its limited number of crossings impact the road system in the county and limit the options for travel. To retain the walkable character and the charm of the Village as a destination, the Village, the Road Commission and the surrounding townships have agreed to a plan to address the future traffic with a widened train bridge and roundabout. With that identified

the Main Street Bridge will be replaced during 2008. An option that has been considered by the group is the extension of Parker Road to reduce the future traffic traveling through the village. This is a controversial option as it would impact the Dexter Mansion and would require an additional crossing of the Norfolk-Southern railroad. The Dexter Mansion was recently acquired by the Dexter Area Historical Society and Museum. In addition to improving flow for the automobile traffic, there is a need to improve non-motorized movements with an existing residential development and a proposed senior community located west of the train trestle. If a new train underpass is constructed, the existing one would be used for the non-motorized movements.

