

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Michigan Department of Environmental Quality letter - Proposed 5th Well
Page# 5-8

I. REPORTS:

1. Washtenaw County Sheriff -August Incidents (Report Only)
Page # 9-16

2. Assistant Village Manager – Courtney Nicholls
Page# 17-18

3. Board, Commission, & Other Reports- “Bi-annual or as needed”
 - Dexter Area Chamber
 - Dexter Area Fire Department Representative
 - Downtown Development Chair
 - Farmers Market Representative
 - Gordon Hall Mgmt Team Representative
 - Huron River Watershed Council Representative
 - Library Board Representative – Pat Cousins
 - Parks Commission Chair
 - Planning Commission Chair
 - Tree Board Chair
 - Washtenaw Area Transportation Study Policy/Technical Committee Rep.
 - Western Washtenaw Area Value Express Representative

4. Subcommittee Reports
 - Facility Committee – none
 - Mill Pond Park Planning Team- none
 - Utility Committee - none

5. Village Manager Report
Page# 19-20

6. President’s Report
Page# 21-22

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

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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: \$171,118.68
Page# 23-28
2. Consideration of: Setting Trick-or-Treat for Friday, October 31, 2008 from 5:30 p.m. to 7:30 p.m.

K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Main Street Bridge Project – Construction Update
Page# 29-32

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Setting a Public Hearing for modifications to the Parks Commission Ordinance
Page# 33-38
2. Consideration of: Authorization for the Village Manager to sign the Administrative Consent Order with the Michigan Department of Environmental Quality
Page# 39-58
3. Consideration of: Lease Agreement renewal - 8050 Main Street, a.k.a. CookieMomster for period 10-1-08 through 9-30-09
Page# 59-64
4. Consideration of: Resolution of Intent to vacate a portion of Mill Creek Drive in the Dexter Business and Research Park
Page# 65-72
5. Discussion of: Guide for dedication of public street and utilities.
Page# 73-74

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

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6. Discussion of: Cityhood Status, information sharing and update.

Page# 75-84

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

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

O. ADJOURNMENT

Council Work Session Reminder
September 15th – 6:30 p.m. at the Senior Center
Topic: Village Facility Improvements

Town Hall Meeting Reminder
October 16th – 7 p.m. to 9 p.m. at the Senior Center
Topic: Village Facility Improvements

"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, AUGUST 25, 2008

AGENDA 9-8-08
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:34 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
J. Semifero J. Carson R. Tell
J. Smith S. Keough

C. APPROVAL OF THE MINUTES

Regular Council Meeting Minutes- August 11, 2008 as presented.

Motion Carson; support Cousins to approve the regular Council minutes of August 25, 2008 as presented.

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

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

none

E. APPROVAL OF THE AGENDA

Motion Smith; support Fisher to approve the agenda changing L.4 to a discussion item as opposed to a consideration item.

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

Nays: none

Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION

none

H. COMMUNICATIONS:

1. Upcoming Meeting List.
2. Letter to the Washtenaw County Sheriff
3. Huron River Watershed Council- suds on the river

I. REPORTS

1. Community Development Manager- Allison Bishop
 - a. Zoning Board of Appeals Notice of Decision
2. Washtenaw County Sheriff- overtime report
3. Board, commission & other reports- bi-annual or as needed
 - a. Library Board Representative- Pat cousins
 - b. Washtenaw Area Transportation Study Policy/Technical Committee Rep- Jim Carson
4. Subcommittee reports
 - a. Utility Committee- 8-25-08
5. Village Manager Report

Mrs. Dettling submits her written report as per packet.
6. President's report

Mr. Keough submits his report as per packet.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$216,555.35
2. Consideration of: request from United Church of Christ to display the "Webster Fall Festival" banner on the fence on Alpine next to the fire dept. from Sept. 13th to 27th.

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

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

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Main Street Bridge Project- construction updates response to the Mich. Dept. of environmental quality updated short-term construction schedule
2. Consideration of: acceptance of the pavement management report and recommendations
 - i. this item postponed at the August 11th meeting:

Motion to postpone by Fisher, second by Semifero until August 25th meeting.

Motion Semifero; support Fisher to accept the report as presented.

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

Nays: none

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: the appointment of Brian Brassow to the Parks Commission

Motion Semifero; support Cousins to approve the appointment of Brian Brassow to the Parks Commission.

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

Nays: none

Motion carries

2. Discussion of: Dexter Area Chamber of Commerce letter regarding downtown holiday lighting.
3. Consideration of: Resolution regarding the conversion of revolving loans to grants.

Motion Semifero; support Smith to approve the resolution regarding the conversion of revolving loans to grants.

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

Nays: none

Motion carries

4. Discussion of: Parks Commission- recommendation for ordinance amendments.
5. Discussion of Town Hall Meeting

Motion Smith; support Semifero to approve the expenditure of not to exceed \$600 regarding a sign to announce the Town Hall Meeting.

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

Nays: Tell

Motion carries

6. Consideration of; 2008-09 Budget amendments

Motion Semifero; support Fisher to approve the 2008-09 Budget amendments as submitted.

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

Nays: none

Motion carries

M. COUNCIL COMMENTS

Tell	no
Cousins	no
Carson	no
Boyle	no
Semifero	update process for ordinance – include minimum level of road rating before acceptance? need to see the various types of road surfaces asap should post pavement information to website
Fisher	any feedback re: logo?
Smith	no

N. NON-ARRANGED PARTICIPATION

Mary Fialkowski of 8055 Forrest
Town Hall Topics: State of the Village, business not moving in- Mill Pond Bldg. – empty space in Monument Park Bldg.
Cityhood? where are we?

O. ADJOURNMENT

Motion Smith; support Fisher to adjourn at 9:56

Unanimous voice vote

Respectfully submitted

The Honorable
David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

2008 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Washtenaw Area Transportation Study- Technical	9/3/2008	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronewelt
Washtenaw County Board of Commissioners	9/3/2008	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Dexter Area Historical Society	9/4/2008	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Dexter Community Schools Board of Education	9/8/2008	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Dexter District Library Board	9/8/2008	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Lima Township Board	9/8/2008	8:00 p.m.	Lima Township Hall	http://twp-lima.org	
Scio Township Downtown Development Authority	9/8/2008	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Planning	9/8/2008	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Chelsea City Council	9/9/2008	7:30 p.m.	Washington Street Education Center	http://www.city-chelsea.org/	
Scio Township Board	9/9/2008	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Area Chamber of Commerce	9/10/2008	7:30 a.m.	Chamber Offices	http://www.dexterchamber.org/	Paul Cousins
Dexter Downtown Development Authority	9/11/2008	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Chelsea Area Planning Team/Dexter Area Regional	9/15/2008	7:00 p.m.	Lyndon Township	http://www.ewashtenaw.org/	Jim Carson
Dexter Village Zoning Board of Appeals	9/15/2008	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Ray Tell
Dexter Township Board	9/16/2008	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	9/16/2008	7:00 p.m.	Village Offices	http://www.villageofdexter.org	Joe Semifero
Dexter Village Tree Board	9/16/2008	5:30 p.m.	Village Offices	http://www.wcroads.org/	
Washtenaw County Road Commission	9/16/2008	1:00 p.m.	Road Commission Offices	http://www.twp.webster.mi.us/	
Webster Township Board	9/16/2008	7:30 p.m.	Webster Township Hall	http://www.dexterchamber.org/	
Dexter Area Chamber of Commerce - Breakfast	9/17/2008	7:30 p.m.		http://www.miwats.org/	Jim Carson
Washtenaw Area Transportation Study-Policy	9/17/2008	9:30 a.m.	Scio Township Hall	http://www.ewashtenaw.org/government/boc/	
Washtenaw County Board of Commissioners	9/17/2008	6:45 p.m.	Board Room, Admin Building	http://www.twp.webster.mi.us/	
Webster Township Planning	9/17/2008	7:30 p.m.	Webster Township Hall	http://www.hrwc.org/	
Huron River Watershed Council-Suds on the River	9/18/2008	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor		Paul Cousins
Dexter Community Schools Board of Education	9/22/2008	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Scio Township Planning	9/22/2008	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 9-808

ITEM

H-1

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



STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



JENNIFER M. GRANHOLM
GOVERNOR

STEVEN E. CHESTER
DIRECTOR

AGENDA 9-8-08
ITEM H-2

August 18, 2008

Mr. Ed Lobdell,
Department of Public Services Superintendent
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Dear Mr. Lobdell:

Subject: Village of Dexter Water System – WSSN: 1810
Proposed Well 5

The Village of Dexter Aquifer Performance Test Evaluation Report, which was submitted to this office by Williams and Works, has been reviewed by Mr. Brant Fisher, Environmental Engineer Specialist, Source Water Protection Unit, Drinking Water and Environmental Health Section. Based on Mr. Fisher's review of the submitted information, the village's may construct and equip one well for a maximum pumping capacity of 340 gpm or two wells with a maximum capacity of 250 gpm each and at least 300 feet spacing between the two wells be provided, at the proposed well site. Each well will require a pump setting of five feet above the top-of-screen or at least 55 feet below ground level. Enclosed is a copy of Mr. Fisher's aquifer test report evaluation for your records.

A construction permit for the proposed well/s must be obtained from this office before commencing any work at the proposed well site. Please refer to our previous test well site approval letter to you for Type I well construction permit requirements.

If you have questions or comments concerning this letter, feel free to contact me at the number listed below.

Sincerely,

Bethel M Skinker, P. E.
District Engineer
Field Operations Division
Water Bureau
517-780-7874

Enclosure

BMS:bvc

cc: Ms. Donna Dettling, Village Manager, Village of Dexter
Mr. Dan Whalen, Williams & Works
Washtenaw County Health Department

AGENDA 9-8-08

ITEM I-1
cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: September 8, 2008
Re: Crime Map

The Sheriff's Department has provided a legend that explains the symbols on the crime map. A copy of the August map is included along with the year to date map.

NetRMS Crime Summary Map Legend Explanation

Part A

100-MURDER / MANSLAUGHTER
200-FORCIBLE SEXUAL OFFENSES
300-ROBBERY
350-ROBBERY / CAR JACKING
400-ASSAULT OFFENSES
500-BURGLARY / HOME INVASION
600-LARCENY VIOLATIONS
700-MOTOR VEHICLE THEFT
800-ARSON
900-KIDNAPPING / ABDUCTION
1000-FORGERY / COUNTERFEITING
1100-FRAUD
1200-EMBEZZLEMENT / BRIBERY / EXTORTION
1300-STOLEN PROPERTY
1400-DAMAGE TO PROPERTY
1500-WEAPON OFFENSES
1600-COMMERCIALIZED SEXUAL OFFENSES
1700-NON-FORCIBLE SEXUAL OFFENSES
1770-PORNOGRAPHY - OBSCENE MATERIAL
1800-DRUG / NARCOTIC VIOLATIONS
1900-GAMBLING
2350-FELONY FLEEING/ELUDING
2900-TRAFFIC OFFENSES

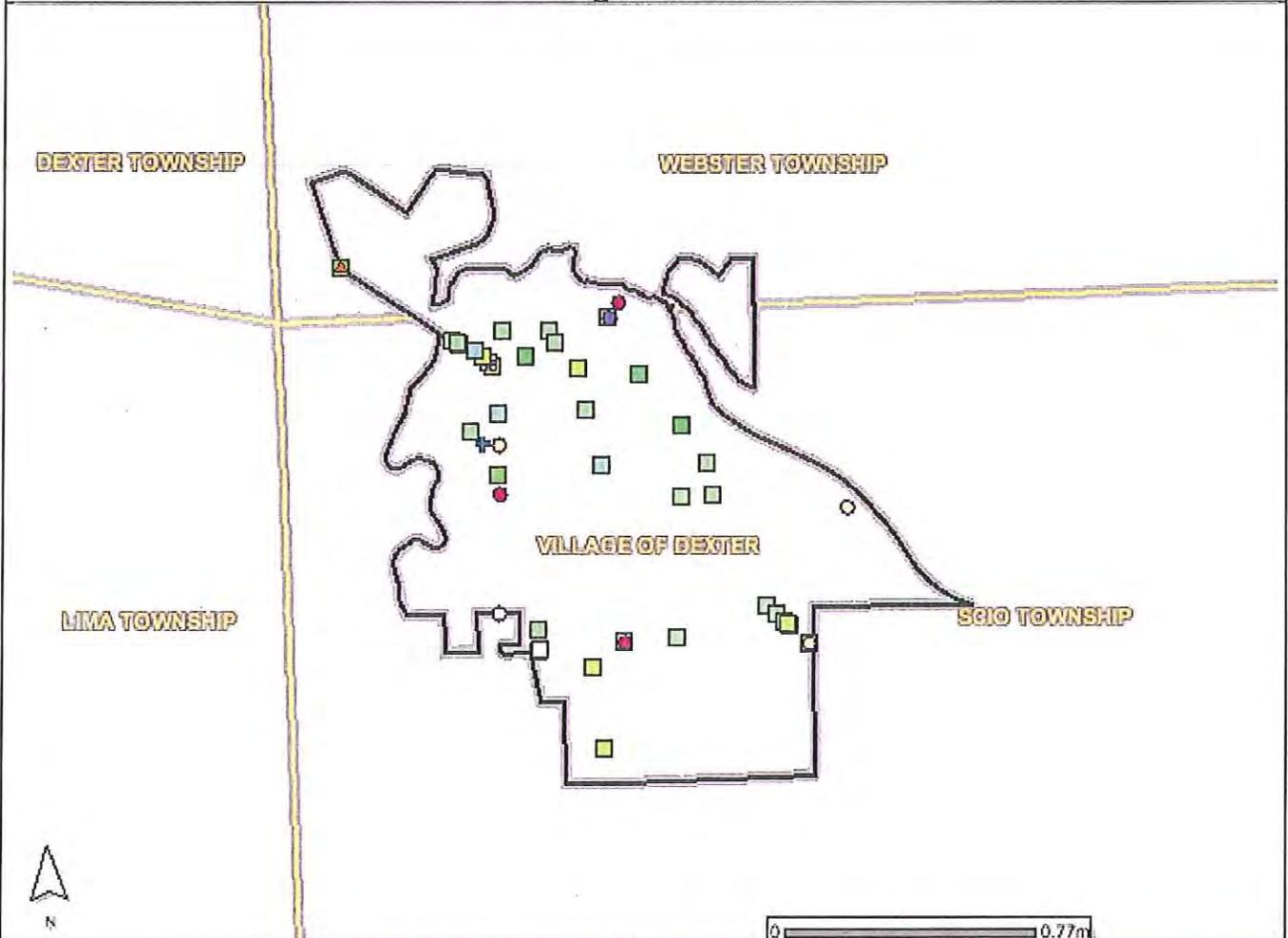
Part B

1150-FRAUD
1750-OTHER SEX OFFENSES
2000-NON-VIOLENT FAMILY OFFENSES
2100-OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
2200-LIQUOR LAW VIOLATIONS
2300-OBSTRUCT / ESCAPE
2400-DISORDERLY CONDUCT / VAGRANCY
2500-STATE / LOCAL OFFENSES
2600-STATE / FEDERAL OFFENSES
2700-LOCAL ORDINANCES - GENERIC
2850-JUVENILE VAGRANCY

Part C

2800-JUVENILE OFFENSES AND COMPLAINTS
2950-TRAFFIC OFFENSES (ARRESTABLE)
3100-TRAFFIC CRASHES
3200-SICK / INJURY COMPLAINT
3300-MISCELLANEOUS COMPLAINTS
3400-WATERCRAFT COMPLAINTS / ACCIDENTS
3500-NON-CRIMINAL COMPLAINTS
3600-SNOWMOBILE COMPLAINTS / ACCIDENTS
3700-MISCELLANEOUS TRAFFIC COMPLAINTS
3800-ANIMAL COMPLAINTS
3900-ALARMS
9700-UNKNOWN CRIME CLASS

August 2008



- Incident Data**
- Part-A Group 100
 - Part-A Group 200
 - Part-A Group 300
 - Part-A Group 350
 - Part-A Group 400
 - Part-A Group 500
 - Part-A Group 600
 - Part-A Group 700
 - Part-A Group 800
 - Part-A Group 900
 - Part-A Group 1000
 - Part-A Group 1100
 - Part-A Group 1200
 - Part-A Group 1300
 - Part-A Group 1400
 - Part-A Group 1500
 - Part-A Group 1600
 - Part-A Group 1700
 - Part-A Group 1770

- Part-A Group 1800
- Part-A Group 1900
- Part-A Group 1900
- Part-B Group 1150
- Part-B Group 1750
- Part-B Group 2000
- Part-B Group 2100
- Part-B Group 2200
- Part-B Group 2300
- Part-B Group 2400
- Part-B Group 2500
- Part-B Group 2600
- Part-B Group 2700
- Part-B Group 2850
- Part-B Group 2900
- Part-C Group 2800
- Part-C Group 2950
- Part-C Group 3000
- Part-C Group 3100
- Part-C Group 3200

Legend

- Part-C Group 3300
- Part-C Group 3400
- Part-C Group 3500
- Part-C Group 3600
- Part-C Group 3700
- Part-C Group 3800
- Part-C Group 3900
- Part-C Group 9700
- ☆ Part-D Group 4000
- ☆ Part-D Group 4100
- ☆ Part-D Group 4200
- ☆ Part-D Group 4300
- ☆ Part-D Group 4400
- ☆ Part-D Group 4500
- ☆ Part-D Group 4600
- ☆ Part-D Group 4700
- ☆ Part-D Group 4800
- ☆ Part-D Group 4900
- △ Part-E Group 5000
- △ Part-E Group 5100

- △ Other
- Stream or River
- Streams
- Railroad
- Major and Minor Roads
- Major Roads
- Minor Roads
- Highway and Freeway
- Interstates
- US Highways
- State Highways
- Waterbody
- Swamp or Marsh
- Lake or Pond
- Stream or River
- Municipal Boundary
- Recreation Land
- Schools
- Private Recreation Land
- Public Recreation Land



Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.
Map Printed on: 9/2/2008

Incident Summary Report

Report Description

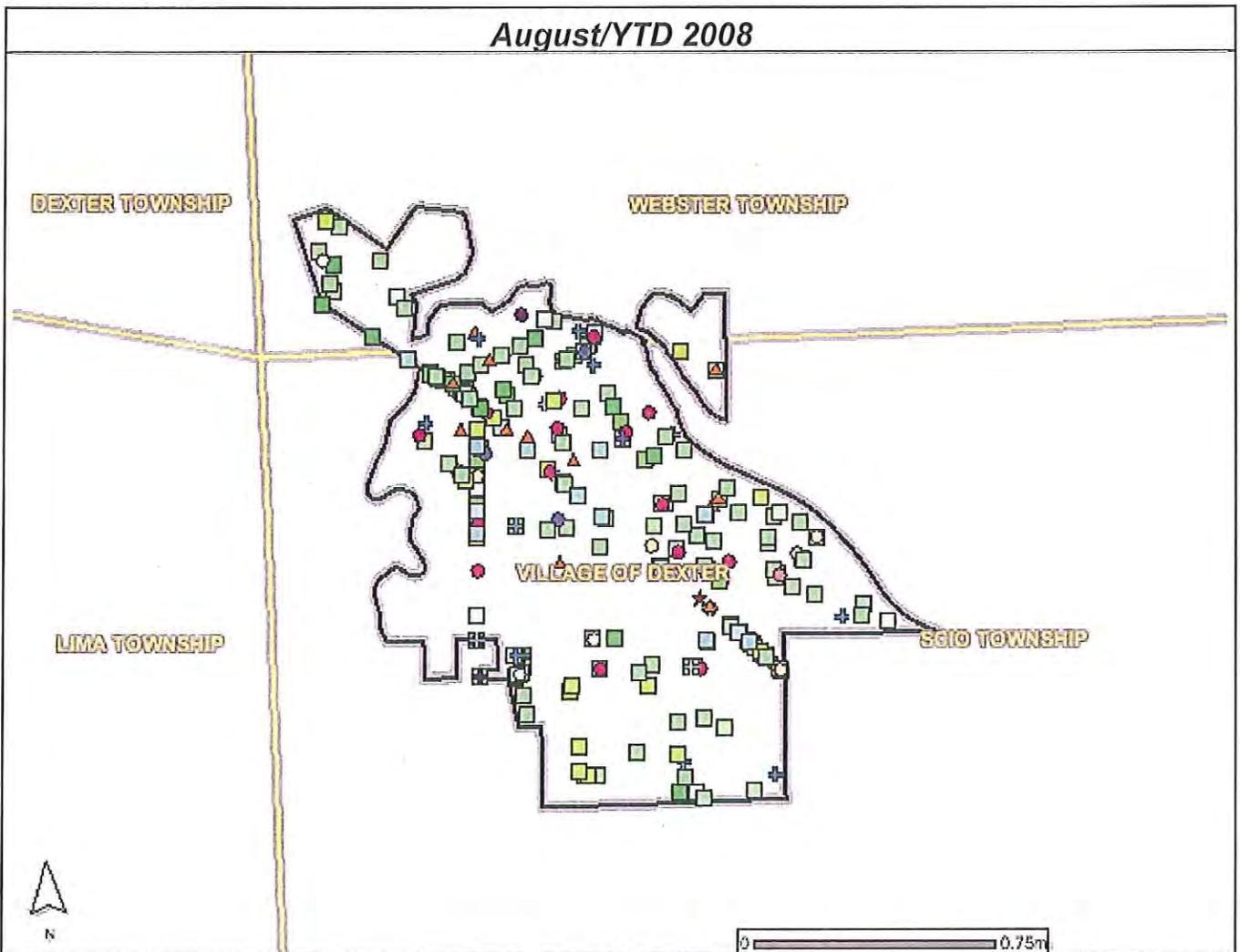
Timeframe : From 2008-08-01 00:00:00 To 2008-08-31 23:59:00

Location : MunicipalArea | VILLAGE OF DEXTER

User Comments :

Offense Class Code	Offense Class Description	Count
450	ASSAULT AND BATTERY	1
460	INTIMIDATION / THREAT	1
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	1
1199	ALL OTHER	3
1210	EMBEZZLEMENT	1
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	1
1821	MARIJUANA - USE / POSSESS	1
2405	DISORDERLY CONDUCT	3
2569	CIGARETTES SELL TO MINOR	1
2689	ANIMALS AT LARGE	1
2780	LOCAL ORDINANCES - OPEN FOR ANY	1
2899	ALL OTHER	2
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	3
3155	PERSONAL INJURY	1
3158	PEDESTRIAN - PERSONAL INJURY	1
3310	FAMILY TROUBLE	1
3316	LOST PROPERTY	1
3318	FOUND PROPERTY	1
3319	FOUND BICYCLE	1
3324	SUSPICIOUS CIRCUMSTANCES	8
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	1
3331	ASSIST MEDICAL	9
3336	ASSIST CITIZEN	8
3345	ACCIDENTAL PROPERTY DAMAGE	1
3355	CIVIL MATTER - OTHER	2
3501	OPEN GENERIC	1
3702	ROAD HAZARD	1
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	2
3808	ANIMAL BITE / SCRATCH	1
3812	ANIMAL PICK-UP - ALIVE	1
3902	BURGLARY ALARM	8
6199	OTHER	1
Grand Total:		70

August/YTD 2008



<p>Incident Data</p> <ul style="list-style-type: none"> ● Part-A Group 100 ● Part-A Group 200 ● Part-A Group 300 ● Part-A Group 350 ● Part-A Group 400 ● Part-A Group 500 ● Part-A Group 600 ● Part-A Group 700 ● Part-A Group 800 ● Part-A Group 900 ○ Part-A Group 1000 ○ Part-A Group 1100 ○ Part-A Group 1200 ○ Part-A Group 1300 ○ Part-A Group 1400 ○ Part-A Group 1500 ○ Part-A Group 1600 ○ Part-A Group 1700 ○ Part-A Group 1770 	<ul style="list-style-type: none"> ● Part-A Group 1800 ● Part-A Group 1900 ● Part-A Group 1900 ⊕ Part-B Group 1150 ⊕ Part-B Group 1750 ⊕ Part-B Group 2000 ⊕ Part-B Group 2100 ⊕ Part-B Group 2200 ⊕ Part-B Group 2300 ⊕ Part-B Group 2400 ⊕ Part-B Group 2500 ⊕ Part-B Group 2600 ⊕ Part-B Group 2700 ⊕ Part-B Group 2850 ⊕ Part-B Group 2900 □ Part-C Group 2800 □ Part-C Group 2950 □ Part-C Group 3000 □ Part-C Group 3100 □ Part-C Group 3200 	<p>Legend</p> <ul style="list-style-type: none"> □ Part-C Group 3300 □ Part-C Group 3400 □ Part-C Group 3500 □ Part-C Group 3600 □ Part-C Group 3700 □ Part-C Group 3800 □ Part-C Group 3900 □ Part-C Group 9700 ☆ Part-D Group 4000 ☆ Part-D Group 4100 ☆ Part-D Group 4200 ☆ Part-D Group 4300 ☆ Part-D Group 4400 ☆ Part-D Group 4500 ☆ Part-D Group 4600 ☆ Part-D Group 4700 ☆ Part-D Group 4800 ☆ Part-D Group 4900 ▲ Part-E Group 5000 ▲ Part-E Group 5100 	<ul style="list-style-type: none"> ▲ Other Stream or River Streams Railroad Major and Minor Roads Major Roads Minor Roads Highway and Freeway Interstates US Highways State Highways Waterbody Swamp or Marsh Lake or Pond Stream or River Municipal Boundary Recreation Land Schools Private Recreation Land Public Recreation Land
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Map Printed on: 9/2/2008

Incident Summary Report

Report Description

Timeframe : From 2008-01-01 00:00:00 To 2008-08-31 23:59:00

Location : MunicipalArea | VILLAGE OF DEXTER

User Comments :

Offense Class Code	Offense Class Description	Count
210	CSC I - PENETRATION - P/V - FORCE	1
225	CSC II - FONDLING - FORCE	1
226	CSC IV - FONDLING - FORCE	1
430	ASSAULT - OTHER WEAPON	1
450	ASSAULT AND BATTERY	11
460	INTIMIDATION / THREAT	3
510	BURGLARY - HOME INVASION - 1ST DEGREE	1
521	BURGLARY - NO FORCE - RESIDENTIAL	1
633	RETAIL FRAUD I - SHOPLIFTING OVER \$1000 - FELONY	1
634	RETAIL FRAUD II - SHOPLIFTING UNDER \$1000 - MISDEM	3
635	LARCENY OF GAS - SELF-SERVE	1
643	LARCENY FROM VEHICLE - B&E (INCLUDES W/DAMAGE - 750.356 A-B)	11
670	IN A BUILDING	1
699	LARCENY - ALL OTHER	8
710	AUTOMOBILE (CAR) THEFT	3
1020	FORGERY - CHECKS (alter / copy / imitate & pass as genuine)	1
1115	FRAUD - CREDIT CARD / AUTO TELLER MACHINE- (ATM) / FINANCIAL TRANS. DEVICE USE	1
1132	GOODS AND SERVICES (INCLUDES FULL GAS SERVICE)	1
1199	ALL OTHER	8
1210	EMBEZZLEMENT	2
1410	MDOP - MALICIOUS DESTRUCTION OF PROPERTY	8
1775	PORNOGRAPHY - OBSCENE MATERIAL	1
1821	MARIJUANA - USE / POSSESS	4
1834	HEROIN - USE / POSSESS	1
1875	NARCOTIC EQUIPMENT / DEVICE VIOLATIONS	2
2020	NEGLECT OF CHILD	1
2099	OTHER NON-VIOLENT OFFENSES	1
2115	OUI LIQUOR - includes per se	5
2223	JUVENILE (16 & UNDER) USE / CONSUME / POSSESS ON ANY PROPERTY	3
2226	JUVENILE (16 & UNDER) CONSUME INTOXICANTS IN MOTOR VEHICLE	1
2315	CONTEMPT OF COURT - BENCH WARRANT - FTCJ	2
2316	PROBATION VIOLATION	2
2405	DISORDERLY CONDUCT	14
2440	PUBLIC NUISANCE	14
2441	PUBLIC DRUNKENNESS	2
2443	OBSCENE TELEPHONE CALLS	3
2456	LOITERING - 17 YEARS AND OLDER	2
2545	FIRECRACKERS / FIREWORKS - ILLEGAL POSSESSION / USE / SALE / FURNISH	2
2560	TRESPASS	2
2569	CIGARETTES SELL TO MINOR	2
2689	ANIMALS AT LARGE	7
2690	SOLICITATION TO COMMIT A CRIMINAL OFFENSE	1
2691	CONSERVATION LAWS	2

Incident Summary Report

Report Description

Timeframe : From 2008-01-01 00:00:00 To 2008-08-31 23:59:00

Location : MunicipalArea | VILLAGE OF DEXTER

User Comments :

Offense Class Code	Offense Class Description	Count
2693	HEALTH/SAFETY VIOLATIONS	1
2780	LOCAL ORDINANCES - OPEN FOR ANY	1
2825	INCORRIGIBILITY	1
2840	MALICIOUS MISCHIEF	1
2899	ALL OTHER	25
2934	VEHICLE INSURANCE - NONE / EXPIRED	1
2935	DWLS 2ND	1
2937	NO OPS ON PERSON	1
2999	ALL OTHER	2
3010	FELONY	1
3020	MISDEMEANOR	3
3050	MISDEMEANOR - O/JURIS	1
3105	ACC, REAR END	1
3106	ACC, REAR END-LEFT TURN	1
3107	ACC, REAR END-RIGHT TURN	1
3113	ACC, INJURY TYPE B	1
3114	ACC, INJURY TYPE C	2
3145	TRAFFIC CRASHES - PROPERTY DAMAGE	35
3150	PROPERTY DAMAGE - H & R	4
3155	PERSONAL INJURY	1
3158	PEDESTRIAN - PERSONAL INJURY	1
3170	PRIVATE PROPERTY	5
3172	PRIVATE PROPERTY - PERSONAL INJURY - PEDESTRIAN	1
3175	PRIVATE PROPERTY - H & R	4
3208	DEATH INVESTIGATION - CAUSE UNKNOWN	1
3225	OVERDOSE - DRUGS	1
3250	MENTAL	2
3310	FAMILY TROUBLE	7
3312	NEIGHBORHOOD TROUBLE	3
3314	MISSING PERSONS	1
3316	LOST PROPERTY	3
3318	FOUND PROPERTY	3
3319	FOUND BICYCLE	2
3320	OPEN BUILDINGS	1
3324	SUSPICIOUS CIRCUMSTANCES	61
3330	ASSIST OTHER LAW ENFORCEMENT AGENCY	7
3331	ASSIST MEDICAL	49
3333	ASSIST MOTORIST	10
3334	ASSIST OTHER GOVT AGENCY	1
3336	ASSIST CITIZEN	44
3339	ARREST - OTHER AGENCY - NO WARRANT	1
3345	ACCIDENTAL PROPERTY DAMAGE	2
3351	CIVIL - LANDLORD / TENANT	3

Incident Summary Report

Report Description

Timeframe : From 2008-01-01 00:00:00 To 2008-08-31 23:59:00

Location : MunicipalArea | VILLAGE OF DEXTER

User Comments :

Offense Class Code	Offense Class Description	Count
3355	CIVIL MATTER - OTHER	11
3501	OPEN GENERIC	10
3515	OPEN GENERIC	1
3524	OPEN GENERIC	2
3702	ROAD HAZARD	11
3704	ABANDONED AUTO	3
3706	VEHICLE IMPOUND	1
3708	PRIVATE IMPOUND	2
3728	PARKING COMPLAINT	1
3730	TRAFFIC MISCELLANEOUS A COMPLAINT	1
3732	TRAFFIC MISCELLANEOUS B COMPLAINT	9
3760	COMMERCIAL VEHICLE INSPECTION	1
3799	TRAFFIC MISC	1
3802	ANIMAL PATROL	1
3804	ANIMAL COMPLAINT	6
3808	ANIMAL BITE / SCRATCH	2
3812	ANIMAL PICK-UP - ALIVE	4
3902	BURGLARY	8
3902	BURGLARY ALARM	57
3904	OPEN	1
3906	ROBBERY	3
3907	PANIC ALARM	2
4040	TRAFFIC - HAZARDOUS TRAFFIC	1
4222	ABANDONED MOTOR VEHICLE	1
4307	DROVE WITH EXPIRED OPERATORS LICENSE	1
4312	NO OPS ON PERSON	2
4599	MISCELLANEOUS - UUUU	3
5170	FALSE CALL I / I / C / F	2
6003	P.B.T. ALCOHOL	1
6018	VEHICLE INSPECTIONS	1
6065	MISCELLANEOUS DETAILS	1
6199	OTHER	26
6501	INSPECTION	5

Grand Total: 623

AGENDA 9-8-08

ITEM I-2

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, Assistant Village Manager
Date: September 8, 2008
Re: Assistant Village Manager Report

Asset Management – Worked with Orchard, Hiltz & McCliment and the Department of Public Works to develop the Road Maintenance Plan. We will be continuing to work on the plan to determine the best types of “fixes” for the community and prepare for bidding.

Commercial Refuse – Completed an audit of the commercial refuse billing. Assisted in coordinating our Don’t Dump in Dexter kick-off breakfast in August. In the coming months more information will be mailed to our commercial refuse customers regarding their service options and the Don’t Dump in Dexter program.

Farmers Market Committee – The Market Committee met in June and August. This winter we will be making the determination of our start date for next year and which week night (if any) we will be open. Once the library establishes its schedule, we could possibly choose an evening based on their weekly events. Over 130 people participated in our Think Dexter First card giveaway during the month of August. We will have a pumpkin painting contest this October which will be advertised in the Apple Daze flyer. This winter we will be working on updating the Market Operating Plan to reflect current practices and future goals.

Arts, Culture & Heritage Committee – The first committee meeting will be September 9 at 7 p.m. at the Village Offices. This first meeting will be a brainstorming session to establish how the committee will operate and to start determining how to carry out the functions assigned by the Council.

Revolving Loan Fund - Assisted the Downtown Development Authority with their request for Council to convert the loans to grants. After Council’s approval of the conversion all the necessary documentation was mailed to the Michigan Economic Development Corporation (MEDC).

Risk Avoidance Program (R.A.P.) Grant – Received a Risk Avoidance Grant for two generators through the Michigan Municipal Risk Management Authority. The generators and gas mains have been installed at the lift stations. The paperwork has been submitted to receive our \$10,000 reimbursement.

Human Resources – Staff is conducting a review of job descriptions to make sure they correspond with present duties and meet legal requirements. Staff will also be recommending updates to the employee handbook which will be brought to council for final approval. The changes will include recent law changes to the Family & Medical Leave Act along with other additions recommended by Dykema’s employment law seminars and the Michigan Municipal League.

E-Mail List – The Village e-mail list is sent to approx. 70 resident e-mails. The list has been a good method of distributing timely information about the Main Street Bridge and other Village information. It also provides a method for people to respond immediately with any questions about the topics. Future e-mails will feature information on the different Village departments and their responsibilities.

Classes Attended:

SEMCOG – Asset Management	7/15/08
Dykema – Employment Law Seminar	8/20/08

Meetings Attended:

- Architectural Services Coordination
- Dexter Area Chamber
- Dexter, Dexter, Webster Police Services Workgroup
- Downtown Development Authority
- Facility Committee
- Faith in Action – Food Pantry Start-Up
- Forest/Jeffords Construction Updates
- Michigan Department of Environmental Quality – Consent Order Negotiations
- Orchard, Hiltz, & McCliment Updates
- Recellular Open House
- Third Street Construction Updates
- Utility Committee
- Washtenaw County Road Commission-Bridge/Dam Updates

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: September 8, 2008, 2008
Re: Village Manager Report

1. Meeting Review:
 - September 2nd – Main Street Bridge Update Meeting
 - September 4th – DDA Jeffords, Forest, Alley Project Update
 - September 4th – Christmas Lighting Meeting

2. Upcoming Meeting Review:
 - September 9th – Main Street Bridge Update Meeting
 - September 11th – DDA Meeting
 - September 15th – Council Work Session- Facilities
 - September 16th – Main Street Bridge Update Meeting
 - September 18th - DDA Jeffords, Forest, Alley Project Update
 - September 18th – Police Services Steering Committee Workshop
 - September 22nd – 5th Well Subcommittee meeting
 - September 23rd - Main Street Bridge Update Meeting

3. Bucket Fillers Work Shop- “REMINDER” The workshop is scheduled for Saturday, November 22nd.

4. Police Services Steering Committee- “REMINDER” A Work Shop with the Police Services Steering Committee is scheduled for September 18, 2008 at 9:00 a.m. at the Western Washtenaw Service Center on Zeeb Road. The Steering Committee will be providing a report and updates on their efforts to date as well as plans for taking a pro-active role in the development of contract provisions for the 2010 Police Services Contract period and beyond. Contacting and non-contracting municipalities are encouraged to attend.

5. Dexter, Dexter, Webster Police Work Group – I am working with Pat Kelly, Dexter Township Supervisor and Curtis Hedger to reduce our collective contracts from 6 Police Service Units to 5 effective January 1, 2009.

AGENDA 9-8-08

ITEM I-6

Donna Dettling

From: Keough, Shawn [SKEOUGH@WadeTrim.com]
Sent: Wednesday, September 03, 2008 10:45 AM
To: Donna Dettling
Cc: Courtney Nicholls
Subject: Presidents report for September 8, 2008 Village Council meeting

Hello everyone,

Here is my written update of activities:

Activities since August 25, 2008 Village Council meeting:

August 26 thru August 29 - Contacted Joe Nowak about availability to meet to discuss Chamber contribution towards Christmas Lights and spoke with Dan O'Haver prior to setting up meeting for September 4, 2008.

September 2, 2008 - Attended Planning Commission meeting to hear discussion on Redevelopment Ready status.

Future activities:

September 4, 2008 - Planned meeting with Joe Nowak, Dan O'Haver, Donna and Courtney to discuss funding and management of Christmas Lights

September 4, 2008 - Chief Elected Officials Meeting - topics planned for discussion include Wash Co. Road Commission representatives and possible introduction of the new Sherriff candidates.

September 8, 2008 - Village Council Meeting

September 15, 2008 - 2nd Workshop to discuss Grand Street opportunities for facility improvements/Village offices.

September 22, 2008 - Village Council Meeting

September 29, 2008 - Visioning session for Mill Creek Park Planning

As always, please contact me with any questions,

Shawn Keough

AGENDA 9-808

ITEM J-1

SUMMARY OF BILLS AND PAYROLL

8-Sep-08

Payroll Check Register	08/27/08	34,554.39	Bi-weekly payroll processing
Account Payable Check Register	09/09/08	\$136,564.29	
		\$171,118.68	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll	Amount	Comments
------------------------------------	--------	----------

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

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

VENDOR APPROVAL SUMMARY REPORT

Date: 09/03/2008

Time: 10:27am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	SERVER INSTALL	1,350.00	0.00
AMERICAN WATER WORKS ASS,MICH.	AWWA	CATALOG	104.50	0.00
AMSTERDAM PRINTING & LITHO	AMSTERDAM	ENVELOPES	258.34	0.00
ANN ARBOR TECHNICAL SERVICES	A2 TECHNIC	LAB SERVICES	140.00	0.00
ARBOR DAY FOUNDATION	ARBOR DAY	MEMBERSHIP DUES	15.00	0.00
ASS. F PUBLIC TREASURES US & C	APT US&C	SEMINAR	65.00	0.00
AT&T	AT&T		1,582.98	0.00
ALLISON BISHOP	MENARD/ALL	MILEAGE	27.82	0.00
CARLSON HOME LUXURIES	CARLSON HO	REPLACE WINDOW	330.50	0.00
COMCAST	COMCAST	VILLAGE OFFICE	95.00	0.00
DEXTER AREA CHAMBER	DEX CHAMBE	VILLAGE-CHAMBER AGREEMENT	3,000.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	SUPPLIES	41.40	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	RENT	200.00	0.00
ANDREA DORNEY	DORNEY/AND	POSTAGE	14.55	0.00
DTE ENERGY	DET EDISON	3219 953 0001 9	151.01	0.00
GAMETIME	GAMETIME	GRILL @ FIRST ST PARK	236.57	0.00
GREEN GUYS LAWN AND LANDSCAPE	G GUYS	FERTILIZER	85.00	0.00
GRIFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN QUARTERLY	100.00	0.00
GRISSOM JANITORIAL	GRISSOM	August 2008	400.00	0.00
HACKNEY HARDWARE	HACKNEY	AUGUST 08'	390.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	COUNCIL	94.50	0.00
JJR,LLC	JJR,LLC	MILL POND PARK REDEVELOPMENT	2,165.00	0.00
JOHNSON SIGN COMPANY, INC.	JOHNSON SI	INSTALL SIGN COMMUNITY PARK	750.00	0.00
MCI	MCI	LONG DISTANCE	29.02	0.00
MICHIGAN PIPE & VALVE, INC.	MI PIPE	PJ C44-44 FORD	77.28	0.00
NORTH CENTRAL LABORATORIES	NCL	LAB SERVICES	118.80	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	COPIER	1,032.92	0.00
ROMINE CONSTRUCTION L.L.C.	ROMINE	8340 PARK RIDGE SIDEWALKS	585.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	TEST FLOWMETER	2,838.27	0.00
URBAN FORESTER, INC	URBAN FORE	TREE REMOVAL	235.00	0.00
US BANK CORPORATE TRUST	US	GENERAL OBLIGATION BONDS	118,467.50	0.00
WESERN WASH. AREA VALUE EXP.	WAVE	PUBLIC TRANSPORTAION	1,000.00	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	DOOR TO DOOR	583.33	0.00
Grand Total:			136,564.29	0.00

INVOICE APPROVAL LIST BY FUND

Date: 09/03/2008
 Time: 10:30am
 Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER RENT	0	09/02/08	09/02/2008	150.00
101-101.000-958.000	Membership	DEXTER AREA CHAMBER VILLAGE-CHAMBER AGREEMENT	0	1ST QUARTER	09/02/2008	3,000.00
Total Village Council						3,150.00
Dept: Village Manager						
101-172.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP SUPPLIES	0	1256	09/02/2008	41.40
101-172.000-955.000	Miscellaneous	AMERICAN WATER WORKS ASS, MICH. CATALOG	0		09/02/2008	104.50
Total Village Manager						145.90
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS COUNCIL	0	1942784	09/02/2008	94.50
Total Village Clerk						94.50
Dept: Village Treasurer						
101-253.000-960.000	Education	ASS. F PUBLIC TREASURES US & C SEMINAR	0	1150	09/02/2008	65.00
Total Village Treasurer						65.00
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	AMSTERDAM PRINTING & LITHO envelopes	0	1604070	09/02/2008	91.89
101-265.000-727.000	Office Sup	AMSTERDAM PRINTING & LITHO ENVELOPES	0	1606002	09/02/2008	166.45
101-265.000-920.000	Utilities	COMCAST VILLAGE OFFICE	0	09/02/08	09/02/2008	95.00
101-265.000-920.001	Telephones	AT&T 734 426 8303	0		09/02/2008	403.64
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL August 2008	0		09/02/2008	400.00
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION COPIER	0	08938289	09/02/2008	1,032.92
101-265.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES SERVER INSTALL	0	58814	09/02/2008	1,350.00
Total Buildings & Grounds						3,539.90
Dept: Village Tree Program						
101-285.000-803.000	Contracted	ARBOR DAY FOUNDATION MEMBERSHIP DUES	0		09/02/2008	15.00
Total Village Tree Program						15.00
Dept: Fire Department						
101-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN QUARTERLY	0	572395	09/02/2008	100.00
Total Fire Department						100.00
Dept: Planning Department						
101-400.000-727.000	Office Sup	ALLISON BISHOP MILEAGE	0		09/02/2008	5.00
101-400.000-861.000	Travel & M	ALLISON BISHOP MILEAGE	0		09/02/2008	22.82
Total Planning Department						27.82
Dept: Department of Public Works						
101-441.000-920.001	Telephones	AT&T	0		09/03/2008	61.80
101-441.000-935.000	Bldg Maint	CARLSON HOME LUXURIES REPLACE WINDOW	0	24664	09/02/2008	330.50
Total Department of Public Works						392.30
Dept: Downtown Public Works						
101-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER RENT	0		09/02/2008	50.00
101-442.000-802.000	Profession	GREEN GUYS LAWN AND LANDSCAPE FERTILIZER	0		09/02/2008	85.00
Total Downtown Public Works						135.00

INVOICE APPROVAL LIST BY FUND

Date: 09/03/2008
 Time: 10:30am
 Page: 2

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: General Fund							
Dept: Parks & Recreation							
101-751.000-970.000	Capital Im	JJR, LLC		0		09/02/2008	2,165.00
		MILL POND PARK REDEVELOPMENT			0062739		
101-751.000-977.000	Equipment	GAMETIME		0		09/02/2008	236.57
		GRILL @ FIRST ST PARK			761882		
101-751.000-977.000	Equipment	JOHNSON SIGN COMPANY, INC.		0		09/02/2008	750.00
		INSTALL SIGN COMMUNITY PARK			12409		
Total Parks & Recreation							3,151.57
Dept: Contributions							
101-875.000-965.001	CATS	WESERN WASH. AREA VALUE EXP.		0		09/03/2008	1,000.00
		PUBLIC TRANSPORTAION					
101-875.000-965.004	WAVE	WESTERN-WASH. AREA VALUE EXPR.		0		09/02/2008	583.33
		DOOR TO DOOR					
Total Contributions							1,583.33
Dept: Capital Improvements CIP							
101-901.000-974.008	Millcreek	URBAN FORESTER, INC		0		09/02/2008	235.00
		TREE REMOVAL			24368		
Total Capital Improvements CIP							235.00
Fund Total							12,635.32
Fund: Streetscape Debt Service Fund							
Dept: Streetscape							
303-570.000-990.002	Debt '98 S	US BANK CORPORATE TRUST		0		09/02/2008	67,410.00
		SPECIAL ASSESSMENT BONDS					
303-570.000-990.002	Debt '98 S	US BANK CORPORATE TRUST		0		09/02/2008	51,057.50
		GENERAL OBLIGATION BONDS			BI#3323		
Total Streetscape							118,467.50
Fund Total							118,467.50
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES		0		09/02/2008	118.80
		LAB SERVICES			240122		
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC		0		09/02/2008	1,452.96
		TROUBLESHOOT HURON LIFTSTATION			530333102		
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC		0		09/02/2008	1,164.31
		WEST RIDGE LIFTSTATION			530333092		
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC		0		09/02/2008	221.00
		TEST FLOWMETER			530333086		
590-548.000-824.000	Testing &	ANN ARBOR TECHNICAL SERVICES		0		09/02/2008	140.00
		LAB SERVICES			2924		
590-548.000-824.000	Testing &	ANDREA DORNEY		0		09/02/2008	14.55
		POSTAGE			09/02/08		
590-548.000-920.000	Utilities	DTE ENERGY		0		09/02/2008	151.01
		3219 953 0001 9			09/02/08		
590-548.000-920.001	Telephones	AT&T		0		09/02/2008	711.60
		734 426 4572					
590-548.000-920.001	Telephones	AT&T		0		09/02/2008	39.37
		734 424 1425					
590-548.000-920.001	Telephones	MCI		0		09/02/2008	29.02
		LONG DISTANCE			09/02/08		
Total Sewer Utilities Department							4,042.62
Fund Total							4,042.62
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-740.000	Operating	HACKNEY HARDWARE		0		09/02/2008	390.00
		AUGUST 08'					
591-556.000-920.001	Telephones	AT&T		0		09/02/2008	366.57
		734 426 4572					
591-556.000-977.000	Equipment	MICHIGAN PIPE & VALVE, INC.		0		09/02/2008	77.28
		PJ C44-44 FORD			71390		
Total Water Utilities Department							833.85

INVOICE APPROVAL LIST BY FUND

Date: 09/03/2008
 Time: 10:30am
 Page: 3

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water Enterprise Fund									
								Fund Total	833.85
Fund: Trust & Agency Fund									
Dept: Assets, Liabilities & Revenue									
701-000.000-256.008			8252	Bridg	ROMINE CONSTRUCTION L.L.C. 8340 PARK RIDGE SIDEWALKS	0	09/02/08	09/02/2008	300.00
701-000.000-256.056			7246	York	ROMINE CONSTRUCTION L.L.C. 8340 PARK RIDGE SIDEWALKS	0	09/02/08	09/02/2008	285.00
								Total Assets, Liabilities & Revenue	585.00
								Fund Total	585.00
								Grand Total	136,564.29

AGENDA 9-8-08

ITEM K-1

Bridge Over Mill Creek
Village of Dexter, MI

ID	Task Name	Duration	Start	Finish	Mar 30, '08									
					T	F	S	S	M	T	W	T	F	S
1	Total Contract Time	300 days	Thu 3/27/08	Fri 5/15/09										
2														
3	Contract Award	0 days	Thu 3/27/08	Thu 3/27/08										
4														
5	Stage 1	109 days	Mon 4/7/08	Wed 9/3/08										
6	Traffic Control Pre-Stage	3 days	Mon 4/7/08	Wed 4/9/08										
7	Remove & Replace Bridge Sidewalk Railing	10 days	Thu 4/10/08	Wed 4/23/08										
8	Temp Widening & Asphalt Work	3 days	Thu 4/24/08	Mon 4/28/08										
9	Traffic Switch to Stage 1	0 days	Tue 4/29/08	Tue 4/29/08										
10	Traffic Switch to Stage 1	2 days	Tue 4/29/08	Wed 4/30/08										
11	Remove Bridge Stage 1	6 days	Thu 5/1/08	Thu 5/8/08										
12	Construct Substructure Stage 1	22 days	Fri 5/9/08	Fri 6/6/08										
13	Construct Superstructure Stage 1	52 days	Thu 5/8/08	Thu 7/17/08										
14	Temp Widening & Asphalt Work for Stage 2	2 days	Tue 9/2/08	Wed 9/3/08										
15	Guardrail and Restoration Stage 1	0 days	Wed 9/3/08	Wed 9/3/08										
16	Stage 1 Complete	0 days	Wed 9/3/08	Wed 9/3/08										
17														
18	Stage 2	71.5 days	Thu 9/4/08	Wed 12/10/08										
19	Traffic Switch to Stage 2	0 days	Thu 9/4/08	Thu 9/4/08										
20	Traffic Switch to Stage 2	2 days	Thu 9/4/08	Fri 9/5/08										
21	Remove Bridge Stage 2	5 days	Mon 9/8/08	Fri 9/12/08										
22	Construct Substructure Stage 2	33 days	Mon 9/15/08	Tue 10/28/08										
23	Construct Superstructure Stage 2	16 days	Wed 10/29/08	Tue 11/18/08										
24	Asphalt Work Stage 2	2 days	Wed 11/19/08	Thu 11/20/08										
25	Guardrail Installation	2 days	Fri 11/21/08	Mon 11/24/08										
26	Traffic Switch Stage 2B	0 days	Mon 11/24/08	Mon 11/24/08										
27	Traffic Switch Stage 2B	2 days	Tue 11/25/08	Wed 11/26/08										
28	Place North Bridge Sidewalk	2.5 days	Thu 11/27/08	Mon 12/1/08										
29	Mill and Fill 4C Asphalt	3 days	Mon 12/1/08	Thu 12/4/08										
30	Permanent Signing	2 days	Thu 12/4/08	Mon 12/8/08										
31	Permanent Stripping	2 days	Mon 12/8/08	Wed 12/10/08										
32	Stage 2 Complete & Open to Traffic	0 days	Wed 12/10/08	Wed 12/10/08										
33														
34	Dam Work	47 days	Sun 6/1/08	Mon 8/4/08										
35	Work Allowed in Streambed for Dam Removal	31 days	Sun 6/1/08	Sat 7/12/08										
36	Removal of the Mill Creek Dam	46 days	Mon 6/2/08	Mon 8/4/08										
37														
38	Final Restoration	23 days	Wed 4/15/09	Fri 5/15/09										



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



STEVEN E. CHESTER
DIRECTOR

September 2, 2008

Mr. Aaron Berkholz, Project Engineer
Washtenaw County Road Commission
555 North Zeeb Road
Ann Arbor, Michigan 48103

Ms. Donna Dettling, Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130-1092

Dear Mr. Berkholz and Ms. Dettling:

SUBJECT: Michigan Department of Environmental Quality (MDEQ) file number 07-81-0070-P
Main Street Bridge and dam removal project
T2S, R5E, Section 6, Scio Township, Washtenaw County

Thank you for the additional information that was provided in your letter of August 18, 2008. We appreciate the efforts made to collect this data in a timely fashion. Staff from the MDEQ's Land and Water Management Division and Water Bureau and the Michigan Department of Natural Resource's Fisheries Division has reviewed the data that was submitted. We have the following comments:

- 1) We are concerned about the amount of sediment that has been deposited in the downstream areas of Mill Creek as a result of the dam removal project. However we will not require any removal of that material at this time. We will require additional monitoring as indicated in item 6 below. The need for downstream sediment removal will be re-evaluated based on future monitoring data. In hind-sight, additional downstream controls should have been installed because of the boil that occurred and the more rapid drawdown than was originally permitted. At this time we would like to see the focus placed on stabilizing the upstream areas as soon as practicable.
- 2) Any bare soil areas within the drawn down impoundment should be immediately seeded with an annual grass. Perennial vegetation can also be planted in these areas if your consultant feels that is appropriate.
- 3) Any further bare soil areas or unstable banks that appear as a result of spring runoff shall be stabilized with native plantings in May or June of 2009.
- 4) We request that the upstream rock control structures be installed as soon as possible and no later than September 30, 2008. At this time the downstream rock control structures shall also be brought to final grade. The access road can remain at its current elevation until the upstream structures are ready to be placed.
- 5) Sediment removal shall continue from the trap upstream of the access road and downstream of the apron until the upstream head cutting has stopped or there has been at least one bankfull event in the Mill Creek, whichever occurs last. A clam shell bucket will not be required. Current removal techniques can continue.

- 6) We will require additional monitoring in 2009 and 2010 along Mill Creek. This will entail a longitudinal profile and pebble count from the mouth of the Mill Creek to a point where the head cutting stops in the formerly impounded area. A characterization of the channel substrate shall also be provided at the time of the survey work. This information shall be collected in July or August of 2009 and 2010 and submitted to our office by September 15th of each year.
- 7) We still have concerns about removing the concrete apron. We believe that this structure is serving as part of the grade control for the overall project. One of the reasons for your request to remove a portion of the apron was the issue of the prospective depth for fish passage. We actually raised this concern early in the permit process and were told that the rock structure immediately downstream of the apron would raise water levels over the apron such that this would not be an issue. Has this situation changed?

In order to remove the apron, you would have to submit data to show that the removal could be done in a safe and controlled manner without jeopardizing the overall grade control for the project and causing additional downstream sedimentation. This information should be submitted as a permit revision request. This will take time for the agencies to review.

Again we appreciate the efforts of your two agencies to resolve these issues. If you have any questions, please contact Mr. Alex Sanchez at 517-335-3473 or you may contact me.

Sincerely,



Gerald W. Fulcher, Jr., P.E., Chief
Transportation and Flood Hazard Unit
Land and Water Management Division
517-335-3172

cc: Ms Sharon Hanshue, MDNR
Mr. Daniel Rockafellow, MDEQ
Mr. Byron Lane, MDEQ
Mr. Alex Sanchez, MDEQ



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE

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

AGENDA 9-8-08

ITEM L-1

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Parks Commission Ordinance
Date: September 8, 2008

On August 19, 2008 the Parks Commission moved to recommend that the Village Council adopt the proposed amendments to Article II, Section 30, Parks and Recreation Commission Ordinance of the Village of Dexter General Code.

On August 25, 2008 Council had the 1st reading of the proposed ordinance amendments and postponed any action.

The proposed amendments are highlighted in the attached document. The amendments include:

1. Changing the name of the Parks Commission to the Parks and Recreation Commission.
2. Removing language that requires the Council President and Parks Chair to annually discuss the Ex Officio Appointment. This has not been done in the past if it has not been necessary as deemed by the Parks Chair or the Village President. Appointments have typically exceeded one year. This language has been removed from the bylaws or the Parks Commission and Planning Commission and does not appear in the Planning Commission ordinance.
3. Appointments were changed from May to June to be consistent with other Board and Commission appointment dates.
4. Grammatical amendments (capitalization, etc.)

The amendments are being proposed to more closely reflect the functions and duties of the Parks Commission as listed currently within the ordinance.

ACTION REQUESTED

Based on the Parks Commission recommendation it is recommended that a public hearing be set for Monday, September 22, 2008 at 7:30 pm at the Dexter Senior Center to hear public comment on the proposed ordinance amendment.

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

ARTICLE II. PARKS AND RECREATION COMMISSION*

***Cross references:** Boards and commissions, § 2-121 et seq.

Sec. 30-31. Organization.

Pursuant to chapter 7 of the General Law Village Act, as amended, There is hereby created and established a commission, to be known as the village Parks and Recreation Commission. The village Parks and Recreation Commission shall consist of seven members, to be appointed by the council president and affirmed by village council. One member shall also be a member of the village council to be selected by resolution of the village council to serve as a member ex officio and shall be selected during the village council's annual resolution of organizational matters in April. At least four members of the parks and recreation commission shall be residents of the Village of Dexter, but two members so appointed may be residents of adjoining townships. The village Parks and Recreation Commission shall actively recruit members when vacancies occur, screen potential commissioners and forward recommendations to the council president. (Ord. eff. 6-30-1996, § 2; Ord. No. 2002-05, § 1, eff. 8-2-2002; Ord. No. 13-2003, § 1, 6-23-2003; Ord. No. 33-2005, 11-14-2005)

Sec. 30-32. Membership.

Terms shall be staggered so that, as far as practical, no more than three terms expires in any given year. The terms of office of members of the Parks and Recreation Commission shall begin on the first day of June nearest the date of appointment and end three years thereafter, unless reappointed. The term of the ex officio member shall be one year. (Ord. eff. 6-30-1996, § 3; Ord. No. 2002-05, § 2, eff. 8-2-2002; Ord. No. 13-2003, § 2, 6-23-2003; Ord. No. 33-2005, 11-14-2005)

Sec. 30-33. Rules.

The Parks and Recreation Commission shall have the authority to make rules and regulations concerning administration of its affairs as shall not be inconsistent with laws and the General Law Village Act, Public Act No. 3 of 1895 (MCL 61.1 et seq., MSA 5.1201 et seq.) It shall establish rules providing for the holding of its meetings and for the election of its officers. It shall elect officers and meet no less than once every year. The ex officio shall not hold an office. It shall adopt rules for transactions of business and shall keep a record of its resolutions, transactions, findings, and recommendations. (Ord. eff. 6-30-1996, § 4; Ord. No. 2002-05, § 3, eff. 8-2-2002; Ord. No. 13-2003, § 3, 6-23-2003; Ord. No. 33-2005, 11-14-2005)

Sec. 30-34. Quorums.

A quorum shall consist of four members. An affirmative vote of the majority of current appointed members shall be necessary to pass any motion. (Ord. eff. 6-30-1996, § 5; Ord. No. 2002-05, § 4, eff. 8-2-2002; Ord. No. 13-2003, § 4, 6-23-2003)

Sec. 30-35. Vacancies.

Any vacancies occurring in the membership of the Parks and Recreation Commission shall be filled for the remainder of the term in the manner provided for original appointment to such Commission.

(Ord. eff. 6-30-1996, § 6; Ord. No. 2002-05, § 5, eff. 8-2-2002; Ord. No. 13-2003, § 5, 6-23-2003)

Sec. 30-36. Removal.

The Dexter Village Council may remove any member of the Dexter Parks and Recreation Commission for misconduct or neglect of duty. The Dexter Village Council may remove from office any member of the Dexter Parks and Recreation Commission who is absent from three consecutive meetings, unless the Commission excuses the absences and enters the reasons for absences in its official minutes.

(Ord. eff. 6-30-1996, § 7; Ord. No. 2002-05, § 6, eff. 8-2-2002; Ord. No. 13-2003, § 6, 6-23-2003)

Sec. 30-37. Compensation.

Members of the Commission shall be compensated. The village council will prescribe the amount and manner of compensation. The ex officio shall not be compensated.

(Ord. eff. 6-30-1996, § 8; Ord. No. 2002-05, § 7, eff. 8-2-2002; Ord. No. 13-2003, § 7, 6-23-2003; Ord. No. 33-2005, 11-14-2005)

Sec. 30-38. Functions and duties.

The Parks and Recreation Commission shall carry out the following functions and perform the following duties:

- (1) Prepare, update and maintain the Dexter Village Parks Master Plan, ensuring that the plan is kept current and is reflected in the village master plan;
- (2) Advise and assist the village council on matters pertaining to village parks and recreational matters, subject to the guidance of the council. Specifically advise the village council regarding the acceptance of gifts and applying for grants related to parks and recreational facilities;
- (3) Advise the village council on all rules and regulations deemed appropriate or necessary for the use, development and operation of village parks and recreational facilities;
- (4) The Parks and Recreation Commission shall not obligate itself or the village in any financial undertaking. It is not empowered to spend any funds of the village for any purpose unless first provided for by a specific appropriation by the village council;
- (5) Coordinate the acquisition of parks equipment or services, excluding maintenance, funded by the village council; and
- (6) Report to the village council annually. This report shall inform the village council on updates to the parks master plan, budget requests for the upcoming fiscal year, condition of the parks, and input from village residents concerning the parks, and other matters deemed appropriate.

(Ord. eff. 6-30-1996, § 9; Ord. No. 2002-05, § 8, eff. 8-2-2002; Ord. No. 13-2003, § 8, 6-23-2003)

Secs. 30-39--30-60. Reserved.

ARTICLE II. PARKS AND RECREATION COMMISSION*

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(3) Advise the village council on all rules and regulations deemed appropriate or necessary for the use, development and operation of village parks and recreational facilities;
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Secs. 30-39--30-60. Reserved.

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AGENDA 9-8-08

ITEM L-2

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: September 8, 2008
Re: Administrative Consent Order

Attached are several documents relating to the Administrative Consent Order that the Village will enter into with the Michigan Department of Environmental Quality.

- Final Draft of the Administrative Consent Order, ACO
- Letter from DEQ regarding issuance of Part 41 sewer permits

DOCUMENTS WILL BE AVAILABLE AT THE MEETING

- Resolution of Village's counter offer Section 9.2 Civil Fine
- Letter from DEQ accepting the Village Interim Operational Plan

ATTORNEY-CLIENT COMMUNICATION- Under separate cover

- Letter from Mark Jacobs, Dykema Attorney legal review of ACO

The main order of business for this item: A motion authorizing Donna Dettling, Village Manager to enter into the Administrative Consent Order on behalf of the Village of Dexter.

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER BUREAU**

In the matter of:

ACO-SW08-011

Date Entered: _____

Village of Dexter Wastewater Treatment Plant
8360 Huron Street
Dexter, Michigan 48130

_____ /

ADMINISTRATIVE CONSENT ORDER

This document results from allegations by the Department of Environmental Quality (DEQ), Water Bureau (WB). The DEQ alleges the Village of Dexter (Village), that owns and operates the Village of Dexter Wastewater Treatment Plant (Dexter WWTP) which is located at 8360 Huron Street, Dexter, Washtenaw County, is in violation of Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 et seq. The Village and the DEQ agree to resolve the violations set forth herein through entry of an Administrative Consent Order (Consent Order).

I. STIPULATIONS

The Village and the DEQ stipulate as follows:

- 1.1 The NREPA MCL 324.101 et seq., is an act that controls pollution to protect the environment and natural resources in the state.
- 1.2 Pollution Control, Part 31, Water Resources Protection, of the NREPA (Part 31), MCL 324.3101 et seq., and the rules promulgated pursuant thereto, provides for the protection, conservation, and the control of pollution of the water resources of the state.
- 1.3 The DEQ is authorized by Section 3112(4) of Part 31 of the NREPA to enter orders requiring persons to abate pollution, and the director of the DEQ may delegate this authority to a designee under Section 301(b) of the NREPA, MCL 324.301(b).

- 1.4 The Village consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under Section 3112(4) of Part 31. The Village agrees not to contest the issuance of this Consent Order, and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the Field Operations Division Chief of the WB, delegate of the director, pursuant to Section 301(b) of the NREPA.
- 1.5 The Village and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Village that the law has been violated.
- 1.6 The Signatory to this Consent Order on behalf of the Village agrees and attests that she is fully authorized to assure that the Village will comply with all requirements under this Consent Order.
- 1.7 The Village shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section III, Compliance Program, of this Consent Order.

II. FINDINGS

- 2.1 The Village owns and operates the Dexter WWTP. The Dexter WWTP is authorized by NPDES Permit No. MI0022829 (NPDES Permit) to discharge treated municipal wastewater from Monitoring Point 001A through Outfall 001 to the Mill Creek.
- 2.2 On January 23, 2006, the DEQ sent Notice Letter NL-001671 to the Village outlining NPDES Permit violations following a facility inspection on November 8, 2005. The violations included exceedence of the maximum chorine (TRC) effluent limitation on June 27, 2005, and the failure to report the noncompliance in accordance with the NPDES Permit. The DEQ also noted the Dexter WWTP's inadequate hydraulic capacity during wet weather as evidenced by bottlenecks in the treatment facilities causing sewage

overflows at the top of the screw pump and the bypassing of the Dexter WWTP's treatment facilities sand filters. Specifically, during wet weather, the Village WWTP exceeds hydraulic capacity causing sewage overflows at the top of the screw pumps when the flow is too great. Additionally, hydraulic bottlenecks occur at the sand filters causing approximately one-third of the WWTP flow to bypass the filters. The DEQ advised the Village of facility operation and maintenance concerns, such as cleaning up the spilled sewage debris. The DEQ directed the Village to provide a written response by February 28, 2006.

2.3 On February 27, 2006, the Village sent a response letter to the DEQ providing explanations of the issues outlined in NL-001671. The Village acknowledged their awareness that the hydraulic bottlenecks occurred during "heavy wet weather" and stated their intent to aggressively pursue elimination of an excess Infiltration and Inflow (I/I) in the spring of 2006.

2.4 The Village conducted a manhole rehabilitation project in November and December of 2006 to reduce the amount of I/I into the collection system. This project consisted of work on seventy-seven manholes throughout the collection system. However, the amount of flow reduced from the project has not resolved the hydraulic capacity issue. The Village conducted a cost effective analysis and determined that an equalization basin will be the most cost effective solution to resolve the hydraulic capacity inadequacies.

2.5 On July 30, 2007, the DEQ sent Notice Letter NL-002817 to the Village noting several NPDES Permit effluent limitations exceedences dating from April 2006 to July 2007 (see table in paragraph 2.12). In addition, the DEQ noted inadequate laboratory quality assurance/quality control (QA/QC) practices. Further, the DEQ noted inadequate operation and maintenance practices at the Dexter WWTP and advised the Village to improve its practices. The DEQ directed the Village to provide a written response by September 10, 2007.

2.6 On August 29, 2007, the Village sent a response letter to the DEQ outlining actions the Village intended to implement to address the DEQ's stated concerns from NL-002817.

These actions include pursuing a State Revolving Fund loan for design and construction of a flow equalization basin, improvement to operation and maintenance practices, and instruction to lab staff to adhere to proper QA/QC practices.

- 2.7 On November 30, 2007, the DEQ sent Notice Letter NL-003098 advising the Village that, in accordance with Part II.C.9 of the NPDES Permit, intentionally bypassing any portion of the Dexter WWTP treatment facility due to inadequate hydraulic capacity is prohibited and subject to reporting requirements. The DEQ directed the Village to provide written response by January 7, 2008.
- 2.8 On January 7, 2008, the Village sent a response letter to the DEQ whereby the Village made the assertion that "The temporary blending of effluent has resulted in no violations of our permit." and "only done during a heavy rain event" as justification for allowing bypassing the Dexter WWTP treatment facilities sand filters. The Village acknowledged that this practice has occurred on a few occasions throughout the years.
- 2.9 On January 24, 2008, the DEQ sent Notice Letter NL-003178 to the Village identifying NPDES Permit violations including the failure to have a properly certified operator in place; inadequate laboratory equipment; and inadequate operation and maintenance (housekeeping) practices. The DEQ directed the Village to provide a written response by February 29, 2008. The DEQ was informed by the Village on February 13, 2008, that the NPDES Permit requirement for a properly certified operator was met and the inadequate operation and maintenance practices were corrected.
- 2.10 On January 30, 2008, the Village's consultant firm, OHM Engineering Advisors, provided the DEQ with a response to NL-003098 with the assertion that the Dexter WWTP's practice of intentionally bypassing the sand filters was not a violation of the NPDES Permit because the "Village believes the bypassing the sand filters enabled the Village to maintain efficient operation of the plant and the sewage was properly treated through the secondary treatment process" therefore qualified as a bypass exemption.

2.11 On February 13, 2008, the DEQ responded to the Village by re-stating the provisions of Part II.C.9 of the NPDES Permit to reaffirm the Village’s regulatory responsibility to comply with this particular provision and that intentionally bypassing the sand filters by the Village constitutes violations to the NPDES Permit and Part 31 of NREPA. The DEQ advised the Village that NPDES Permit Bypass provision, as stated in Part II.C.9., specifically allows for the intentional bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. The DEQ advised the Village that the Village’s WWTP inadequate hydraulic capacity does not meet this bypass exemption. Furthermore, in accordance with Part II.C.9., in any circumstance of a bypass, the permittee is required to provide notification of the bypass to the DEQ and at no time did the DEQ receive proper notification from the Village. Lastly, the DEQ does not authorize a blended discharge that has not received full treatment therefore is violation of the NPDES Permit and Part 31 of NREPA.

2.12 Additionally, as reported from the Discharge Monitoring Reports (DMRs) submitted by the Village regarding the Dexter WWTP, the DEQ identify the following NPDES Permit effluent limitation violations dating from January 2005 to July 2007.

Month/Year	Parameter	Permit Limit	Reported Value
January 2005	TRC	0.038 mg/L	0.08 mg/L
June 2005	TRC	0.038 mg/L	0.2 mg/L
April 2006	TSS	30 mg/L (30 day avg.)	36 mg/L
April 2006	TSS	45 mg/L (7 day avg.)	131 mg/L
April 2006	TSS	220 lbs/day (7 day avg.)	310 lbs/day
April 2006	TSS Percent Removal	85% mo. Avg.	79.3%
May 2006	Total Phosphorus	0.9 mg/L	2.01 mg/L
May 2006	TSS	30 mg/L (30 day avg.)	40 mg/L
May 2006	TSS	45 mg/L (7 day avg.)	104 mg/L
May 2006	TSS	150 lbs/day (30 day avg.)	153 lbs/day

May 2006	TSS	220 lbs/day (7 day avg.)	479 lbs/day
May 2006	Dissolved Oxygen	5.0 mg/L minimum	3.7 mg/L
June 2006	Dissolved Oxygen	5.0 mg/L minimum	4.8 mg/L
January 2007	Chlorine	0.038 mg/L	0.04 mg/L
June 2007	TSS	45 mg/L (7 day avg.)	46 mg/L
June 2007	TRC	0.038 mg/L	0.04 mg/L
July 2007	TRC	0.038 mg/L	1.0 mg/L

III. COMPLIANCE PROGRAM

IT IS THEREFORE AGREED AND ORDERED THAT the Village shall take the following actions to prevent further violations of Part 31:

- 3.1 **Not later than December 31, 2008**, the Village shall submit to the DEQ for review and approval an Interim Operational Plan (IOP) designed to optimize performance of the existing Dexter WWTP's collection system to maintain compliance with the Part II.C.9. Bypass Prohibition and Notification of the NPDES Permit. The IOP shall include, at a minimum, I/I identification.

- 3.2 **Not later than November 1, 2009**, the Village shall submit to the DEQ for review and approval final plans, specifications, and an implementation schedule for the Dexter WWTP upgrades to address the inadequate hydraulic capacity issue. At a minimum, the WWTP upgrades shall include an equalization basin designed in accordance with the "Recommended Standards for Wastewater Facilities" with a design capacity of not less than 400,000 gallons.

- 3.3 **Not later than December 31, 2011**, the Village shall complete final construction of the Dexter WWTP upgrades.

- 3.4 **Not later than January 31, 2012**, the Village shall provide certification to the DEQ that final construction of the Dexter WWTP upgrade was completed by December 31, 2011.
- 3.5 **Not later than January 31, 2012**, the Village shall submit to the DEQ for review and approval an Operation and Maintenance Plan for the upgraded Dexter WWTP.
- 3.6 The Village shall submit all reports, work plans, specifications, schedules, or any other writing required by this section to the Jackson District Supervisor, WB, DEQ, 301 East Louis Glick Highway, Jackson, Michigan 49201-1556. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy.

IV. DEQ APPROVAL OF SUBMITTALS

- 4.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the Village, the following process and terms of approval shall apply.
- 4.2 All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
- 4.3 In the event the DEQ disapproves a work plan, proposal, or other document, it will notify the Village, in writing, specifying the reasons for such disapproval. The Village shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Village of this disapproval.
- 4.4 In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it will notify the Village in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the

specific reasons for such modifications. The DEQ may require the Village to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Village of this disapproval.

- 4.5 Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- 4.6 Failure by the Village to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject the Village to the enforcement provisions of this Consent Order, including the stipulated penalty provisions specified in paragraph 9.3.
- 4.7 Any delays caused by the Village's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Village's responsibility to comply with any other deadline(s) specified in this Consent Order.
- 4.8 No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by the Village will be construed as relieving the Village of its obligation to obtain written approval, if and when required by this Consent Order.

V. EXTENSIONS

- 5.1 The Village and the DEQ agree that the DEQ may grant the Village a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request in duplicate to the DEQ, WB, Enforcement Unit Chief, Constitution Hall, 525 West Allegan Street, Lansing, Michigan 48909-7773, and the

Jackson District Office District Supervisor at the address in paragraph 3.6, no later than ten business days prior to the pertinent deadline, and shall include:

- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
- b. A detailed description of the circumstances that will prevent the Village from meeting the deadline(s).
- c. A description of the measures the Village has taken and/or intends to take to meet the required deadline.
- d. The length of the extension requested and the specific date on which the obligation will be met.

The district supervisor, in consultation with the Enforcement Unit Chief, shall respond in writing to such requests. No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

VI. REPORTING

- 6.1 The Village shall verbally report any violation(s) of the terms and conditions of this Consent Order to the Jackson District Office District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Village shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

VII. RETENTION OF RECORDS

- 7.1 Upon request by an authorized representative of the DEQ, the Village shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to Part 31 or its rules. All such documents shall be retained by the Village for at least a period of three years from the

date of generation of the record unless a longer period of record retention is required by Part 31 or its rules.

VIII. RIGHT OF ENTRY

- 8.1 The Village shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

IX. PENALTIES

- 9.1 The Village agrees to pay to the State of Michigan **\$4,600.71 DOLLARS** as partial compensation for the cost of investigations and enforcement activities arising from the violations specified in Section II of this Consent Order. Payment shall be made within 30 days of the effective date of this Consent Order in accordance with paragraph 9.7.
- 9.2 The Village agrees to pay a civil fine of _____ **DOLLARS** for the violations specified in Section II of this Consent Order. Payment shall be made within 30 days of the effective date of this Consent Order in accordance with paragraph 9.7.
- 9.3 For each failure to comply with the provisions of Section III and IV of this Consent Order, the Village shall pay stipulated penalties of **\$100** per violation per day for 1 to 7 days of violation, **\$250** per violation per day for 8 to 14 days of violation, and **\$500** per violation per day for each day of violation thereafter. Failure to perform any of the following requirements shall be considered separate violations of this Consent Order and are subject to stipulated penalties under this paragraph:
- a. Failure to submit an approvable work plan, proposal, or other document by the required dates in accordance with Section III.

- b. Failure to implement, complete, or comply with any activity or condition required by Section III, including those contained in any approved work plan or other document required to be implemented and completed by Section III.
 - c. Failure to submit approvable revised work plans, proposals, or other documents addressing a DEQ disapproval or approval with modifications by the required dates in accordance with paragraphs 4.3 or 4.4.
- 9.4 For each failure to comply with any other provision of this Consent Order not specified in paragraph 9.3, the Village shall pay stipulated penalties of **\$100** per violation per day for each day of violation. Failure to perform any of the following requirements shall be considered separate violations of this Consent Order and are subject to stipulated penalties under this paragraph:
- a. Failure to verbally report violations and submit written reports by the required dates in accordance with paragraph 6.1.
 - b. Failure to retain records on site in accordance with paragraph 7.1.
 - c. Failure to pay civil fines, costs, or stipulated or interest penalties by the required dates in accordance with this section.
 - d. Any other requirement of this Consent Order.
- 9.5 Stipulated penalties accruing under paragraphs 9.3 or 9.4 shall be paid within 30 days after written demand by the DEQ in accordance with paragraph 9.7.
- 9.6 To ensure timely payment of the above civil fine, costs, and stipulated penalties, the Village shall pay an interest penalty to the General Fund of the State of Michigan each time it fails to make a complete or timely payment. This interest penalty shall be based on the rate set forth at MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally made in full.
- 9.7 The Village agrees to pay all funds due pursuant to this agreement by check made payable to the State of Michigan and delivered to the DEQ, Revenue Control Unit, P.O.

Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WTR-3100**

- 9.8 The Village agrees not to contest the legality of the civil fine or costs paid pursuant to paragraphs 9.1, and 9.2, above. The Village further agrees not to contest the legality of any stipulated penalties or interest penalties assessed pursuant to paragraphs 9.3, 9.4, and 9.5, above, but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties or interest penalties is made.

X. FORCE MAJEURE

- 10.1 The Village shall perform the requirements of this Consent Order within the time limits established herein, unless performance is prevented or delayed by events that constitute a "Force Majeure." Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of the Village's obligations under this Consent Order in accordance with this section.
- 10.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of the Village, such as: an Act of God, untimely review of permit applications or submissions by the DEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by the Village's diligence and that delay the performance of an obligation under this Consent Order. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of the Village's actions or omissions.
- 10.3 The Village shall notify the DEQ, by telephone, within 48 hours of discovering any event that causes a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures

taken by the Village to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Village shall adopt all reasonable measures to avoid or minimize any such delay.

- 10.4 Failure of the Village to comply with the notice requirements and time provisions under paragraph 10.3 shall render this Section X void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive in writing the notice requirements of paragraph 10.3, above.
- 10.5 If the parties agree that the delay or anticipated delay was beyond the control of the Village, this may be so stipulated, and the parties to this Consent Order may agree upon an appropriate modification of this Consent Order. However, the DEQ is the final decision-maker on whether or not the matter at issue constitutes a force majeure. The parties to this Consent Order understand and agree that the final decision by the DEQ regarding a force majeure claim is not subject to judicial review. The burden of proving that any delay was beyond the reasonable control of the Village, and that all the requirements of this Section X have been met by the Village, rests with the Village.
- 10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that the Village qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XI. GENERAL PROVISIONS

- 11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Village to comply with the requirements of the NREPA and its rules.

- 11.2 The DEQ and the Village consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to Part 31, MCL 324.3101 et seq.; and enforcement pursuant to Part 17, Michigan Environmental Protection Act, of the NREPA, MCL 324.1701 et seq.
- 11.3 This Consent Order in no way affects the Village's responsibility to comply with any other applicable state, federal, or local laws or regulations.
- 11.4 The WB reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and at its discretion, may also seek stipulated fines or statutory fines for any violation of this Consent Order. However, the WB is precluded from seeking both a stipulated fine under this Consent Order and a statutory fine for the same violation.
- 11.5 Nothing in this Consent Order is or shall be considered to affect any liability the Village may have for natural resource damages caused by the Village's ownership and/or operation of the facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 11.6 In the event the Village sells or transfers the facility, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the Village shall also notify the WB Jackson District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WB Jackson District Supervisor within 30 days of assuming the obligations of this Consent Order.
- 11.7 The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.

11.8 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

XII. TERMINATION

12.1 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, the Village shall submit a request consisting of a written certification that the Village has fully complied with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section III, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the district supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

Signatories

The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

DEPARTMENT OF ENVIRONMENTAL QUALITY

Frank J. Baldwin, Field Operations Division Chief
Water Bureau

Date

VILLAGE OF DEXTER

By: Donna Detlling

Title: Village Manager

Date

APPROVED AS TO FORM:

By: Alan Hoffman, Assistant Attorney General
For: S. Peter Manning, Chief
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

August 26, 2008

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

Dear Ms. Dettling:

SUBJECT: Dexter Wastewater Treatment Plant (WWTP)
Part 41 Permit Issuance
Village of Dexter, Washtenaw County

As was discussed during our August 20, 2008, meeting, we are unable to include the information the village of Dexter (village) requested regarding issuance of future construction permits under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, in the Administrative Consent Order (ACO). We are, however, willing to provide some reassurance to the village through this letter.

The Department of Environmental Quality (DEQ), Water Bureau (WB) intends to issue Part 41 permits to the village for new flows once the ACO is in effect and the Interim Operational Plan has been approved, as long as the following conditions are met:

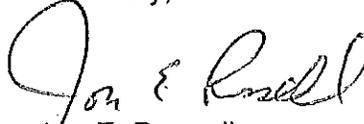
- 1) The village is in compliance with National Pollutant Discharge Elimination System permit number MI0022829, this ACO, and the approved Interim Operational Plan as required by the ACO.
- 2) The average daily flow expected from the proposed project will not cause the wastewater treatment plant (WWTP) to exceed the average day capacity of 0.58 mgd based on all existing flows and all previously approved flows to the WWTP.
- 3) The plans and specifications are approvable and meet all other requirements necessary for issuance of a Part 41 permit, including downstream sanitary sewer and pump station capacity.

Please note that although it is our intent to issue Part 41 permits under the above conditions, the WB reserves the right to refuse issuance of a Part 41 permit if any of the above items are not being met or if other circumstances arise that prohibit us from issuing such permits.

Ms. Donna Dettling
Page 2 of 2
August 26, 2008

If you have any questions or concerns regarding this letter and the issuance of future Part 41 permits, please contact me at the telephone number below or Ms. Tiffany Myers, Environmental Engineer, of our staff, at 517-780-7480.

Sincerely,



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

JER/TJM/CLH

cc: Mr. Rhett Gronevelt, P.E., OHM
Ms. Ronda Wuycheck, WB, DEQ-Lansing Office
Ms. Tiffany Myers, WB, DEQ-Jackson District Office
File: Dexter WWTP, Part 41, Washtenaw County

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

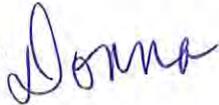
To: President Keough and Council
From: Donna Dettling, Village Manager
Date: September 8, 2008
Re: Lease Renewal Agreement 8050 Main Street
Period 10-01-08 to 9-30-09

AGENDA 9-8-08

ITEM L-3

Attached is the renewal lease agreement between Mr. & Mrs. David Boyle and the village for property located at 8050 Main Street. I am recommending that the village continue the lease and keep the amount the same this year due to the economic hardship many businesses are experiencing.

Please contact me prior to the meeting, if possible with questions about this matter.

Thanks,


Village of Dexter
8140 Main Street, Dexter MI 48130
Commercial Real Estate Lease

OPTION TO RENEW at the end of satisfactory completion of the terms and conditions of the base term of this lease by the Tenant, the Tenant, at its option, may renew this lease on a year-to-year basis.

THIS AGREEMENT made this 8th day of September, 2008, between the Village of Dexter, a municipal government located at 8123 Main Street, Dexter MI, 48130; hereinafter called **LANDLORD**, and Rosemary Boyle dba The Cookie Momster 3215 Boulder Court, Dexter MI 48130; hereinafter called **TENANT**.

THE PARTIES AGREE AS FOLLOWS:

1. **DESCRIPTION:** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto the Tenant and the Tenant hereby hires certain premises in the building know as **8050 MAIN STREET (Old Police Sub-Station)**. More fully described in the sketch of premises attached hereto and made a part hereof by reference as Exhibit A.
2. **PURPOSES, USES AND WARRANTIES.** The premises shall be used for the operation of a retail cookie business and such other uses, as may be necessary and incidental to such purpose. No other use of the premises shall be made except by the mutual written agreement of the parties. Tenant assumes the responsibility of compliance with all zoning and building laws and codes in the use of the subject premises and in effecting any improvements to the premises to accomplish the use intended, and shall operate such business in compliance with all applicable laws and regulations concerning such a business purpose. No leasehold improvements may be undertaken without the prior written approval of the landlord. All improvements and alterations shall be consistent with the general character and historical nature of the building as well as the overall downtown streetscape, and are subject to prior approval by the Landlord.
3. **TERM.** This lease shall be for a term of two (2) years, commencing on October 1, 2002 and ending on September 30, 2004. First, option to renew term shall be for a term of (1) year, commencing on October 1, 2004 and ending on September 30, 2005. Second, option to renew shall be for a term of (1) year, commencing on October 1, 2005 and ending on September 30, 2006. Third, option to renew term shall be for a term of (1) year, commencing on October 1, 2006 and ending on September 30, 2007. Fourth, option to renew term shall be for a term of (1) year, commencing on October 1, 2007 and ending on September 30, 2008. **Fifth, option to renew term shall be for a term of (1) year, commencing on October 1, 2008 and ending on September 30, 2009.**
4. **RENT.** Tenant agrees to pay Landlord as rent for the demised term the sum of \$8,163.00, payable at the rate of \$680.25 per month, commencing October 2008, due on the first day of each month, and each and every month thereafter during said term. Any rent payment not received by the 5th of each month shall be considered a late payment and a late payment penalty of \$25 shall be added to each such late rental payment.
5. **CONDITION OF PREMISES AND IMPROVEMENTS.** Tenant acknowledges having examined the subject premises and accepts the same as suitable for its intended purpose and use.

Tenant shall at the end of the term restore the premises to better or equal condition they were in at the beginning of the term, except for normal wear and tear.

6. **PARKING.** The Tenant understand and agrees that even though the Landlord is the owner of certain adjoining property presently used for (public) parking purposes, this lease does not provide for any designated parking, and such parking as may be available for use by the Tenant is strictly open parking for the use of the public at large, without any guarantee that space will continue to be available to this or any other Tenant. The two spaces directly behind the premises shall be made available to the tenant, if the Dexter Merchant Group gives their support.
7. **MAINTENANCE AND REPAIRS.** Tenant shall, at its expense, maintain the demises premises and every part thereof in good repair, reasonable use and normal wear and tear thereof excepted, and damage by the elements excepted. Landlord shall maintain the outer walls and roof in good repair.
8. **UTILITIES.** Tenant shall pay all utilities. Including but not limited to, phone service, water, sewer, refuse, gas, and electric.
9. **COMPLIANCE WITH AUTHORITIES.** Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all municipal county, state and federal authorities affecting the demised premise and the use thereof, or the cleanliness, safety, occupation and use of same.
10. **INSURANCE AND PUBLIC LIABILITY.** Tenant shall, at its expense, insure the demised premises against risk of loss or damage for personal property on or about the demised premises. The tenant shall provide liability insurance coverage. Tenant shall provide proof of such insurance, which shall also provide that Landlord be notified at least 30 days prior to any cancellation of or material change in such insurance coverage.

Tenant shall in addition indemnify Landlord and save Landlord harmless from any liability or claim for damages because of any accident or casualty occurring in or about the premises.

Landlord shall provide building insurance against fire and damages due to the elements.
11. **ASSIGNMENT.** The Tenant shall not assign, transfer or sublet the demised premises, or any part thereof, without the prior written consent of the Landlord.
12. **AMENDMENT.** This lease may be amended by the written, mutual agreement of the parties.
13. **OPTION TO RENEW.** Upon satisfactory completion of the terms and conditions of the base term of this lease by the Tenant, the Tenant, at its option, may renew this lease on a year to year basis, upon the same terms and conditions, except that the amount of rent due hereunder shall be subject to increase (but not decrease) based upon the rate of increase in the US Government CPI (Consumer Price Index) applicable to the Southeastern Michigan area, as compared to said figure as it existed at the beginning of the base term. The renewable term option also assumes that said premises are not moved within the lease term. Tenant will require six (6) months notice of intent to move the historical building.
14. **RE- RENTING.** During the period commencing six months prior to the expiration of the base term of this lease, or any extension hereof, the Landlord may re-enter and show the demised premises to prospective tenants.
15. **HOLDING OVER.** In the event that Tenant shall hold over after the termination of this lease, then the tenancy shall thereafter be from month to month.

- 16. **DAMAGE OR DESTRUCTION** – Should the demised premises prove untenable, rent shall abate until such time as premises are restored to a tenable state.
- 17. **QUITE-ENJOYMENT.** Landlord covenants that if Tenant shall faithfully perform all of the covenants and agreements herein contain, that Tenant may peacefully and quietly have, hold, occupy and enjoy the demised premises for and during the term hereof, and any renewal thereof.
- 18. **TERMINATION.** This agreement may be terminated at any time by the mutual agreement of the parties, or upon the occurrence of the following defaults, at the option of the Landlord: Defaults in the payment of rent, or in the performance of any other covenants or provision of this lease; abandonment of the demised premises; the filing, execution, or occurrence of a petition in bankruptcy, for or against the Tenant, or creditors arrangement or composition of creditors or other insolvency proceeding on the part of the Tenant however denominated, or the taking by any person of the leasehold premises or any part thereof upon execution, attachment or other process of law; provided, however, that the Landlord shall have the right to waive any such default.
- 19. **SECURITY DEPOSIT.** Tenant shall pay to the Landlord upon the execution of this lease, the sum of \$625.00 as a security deposit (not as the last month's rent), which shall be held by the Landlord for the faithful performance of the terms of this lease.
- 20. **BINDING.** This agreement shall be binding upon the heirs, assigns, representatives and assigns of the parties hereto and sets forth the entire agreement between the parties.
- 21. **NOTICES.** All notices required hereunder shall be made to the addresses shown above, or such other address as either party may designate by written notice to the other party and personally delivered or sent by certified mail.
- 22. **RIGHT TO ENTER.** Landlord may enter the demised premises during reasonable hours and upon reasonable prior notice for the purpose of inspecting the same.
- 23. **OPTION TO BUY.** The land upon which the historical building sits is held by the public and as such a private individual cannot be given rights to purchase.
- 24. **ENTIRE AGREEMENT.** This lease contains the entire agreement and understanding between parties. All prior understandings, terms, or conditions, are deemed merged in this lease, and this lease cannot be changed or supplemented orally.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

In the presence of:

**VILLAGE OF DEXTER
LANDLORD**

By Donna Dettling
Dexter Village Manager

Tenant-Rosemary Boyle

Tenant-David F. Boyle

Economic Indicators

Consumer Price Index (CPI)

Area

USA
Detroit - Ann Arbor - Flint

[Historical Data](#) [Advanced LMI](#)

Consumer Price Index
Time Period 2008 Time Period 2007

Jul 219.9 Jul 208.2
Jun 207.6 Jun 201.6

[Top](#)
% Change

5.6
0.0

2.899

AGENDA 9-8-08

ITEM L-4

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: September 8, 2008
Re: Vacate a portion of Mill Creek Drive
Final survey needed for lot #21 and #22

The attached resolution is a final clean-up document to complete the survey of lots #21 and #22 in the Dexter Business and Research Park. Lot #21 and #22 are affected by the Village's desire to vacate a portion of Mill Creek Drive in the Dexter Business and Research Park. The attached maps will help illustrate that this portion of Mill Creek Drive will never be used as a public right of way.

I was recently contacted by Andy Kline owner of lot #22 regarding the amended survey description of this lot after the Village's actions in 2006 to vacate a portion of Mill Creek Drive. As it turns out the final legal survey description for both lots was not recorded and I am working with Scott Broshar at Absolute Title to finalize and record these documents.

Andy Kline owner of vacant lot #22 and Michael Wilt owner of the now vacant Detroit Door facility are listing these properties and aggressively seeking development and redevelopment on both parcels. The final legally recorded description of both parcels is the critical last step in this process.

In working through this process with Brad Smith from Dykema in 2006, this final step was missed. The village received payment from Andy Kline and Michael Wilt in exchange for bringing closure to this process. Each property owner paid the village \$8,000 for ownership of the vacated right of way.

Scott Broshar an Attorney at Absolute Title recommended this procedure to bring closure to this matter in the most expeditious manner. This first resolution establishes intent to vacate a portion of Mill Creek Drive and set a public hearing. On October 27, 2008 a hearing and action on the resolution to vacate a portion of Mill Creek Drive will be on the agenda.

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

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 the 8th day of September 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 General Law Village Section 67.13 and MCL 560.256 and those statutory provisions grant the authority to Village Council to vacate any street, alley, or public ground; and

WHEREAS, the Village wishes to encourage economic growth and development within the Dexter Business and Research Park, and believes such growth and development to be in the best interests of the public; and

WHEREAS, there exists within the Dexter Business and Research Park subdivision, located within the Village, a portion of unused property currently designated as a public Right of Way, which has never been used by the public for any purpose and which, due to its location, can now never be used as a public Right of Way; and

WHEREAS, the owners of the pieces of property adjoining the current Right of Way have expressed interest in obtaining this property for further development of their own properties; and

WHEREAS, due to this interest in the unimproved Right of Way, the Village wishes to lift the public Right of Way and convey the property to these adjoining property owners, per their request; and

WHEREAS, the Village wishes to fully comply with the laws of the State of Michigan.

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 Drive as identified more fully as:

that portion of Mill Creek Drive located East of Bishop Circle East road, North of lot 22, and South of lot 21, in "Dexter Business and Research Park," a subdivision of part of the N.E. ¼ of Section 7 and Part of the N.W. ¼ of Section 8, T. 2 S., R. 5 E., Village of Dexter, Washtenaw County, Michigan, Recorded in Liber 30 of Plats, pages 48-54, Washtenaw County Records, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 21, DEXTER BUSINESS AND RESEARCH PARK, A SUBDIVISION OF PART OF THE N.E. ¼ OF SECTION 7 AND THE N.W. ¼ OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 EAST, VILLAGE OF DEXTER, WASHTENAW COUNTY STATE OF MICHIGAN, AS RECORDED IN LIBER 30 OF PLATS, PAGES 48-54, WASHTENAW COUNTY RECORDS; THENCE S 00°09'22" E 170 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 00°09'22" E 66.00 FEET; THENCE S 89°50'38" W 375.00 FEET ALONG THE SOUTH LINE OF MILL CREEK DRIVE; THENCE CONTINUING ALONG SAID SOUTH LINE 113.05 FEET ALONG THE ARC OF A 331.00 FEET RADIUS CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°34'07" AND A CHORD WHICH BEARS N 80°22'19" W 112.50 FEET; THENCE NONTANGENTIALLY ALONG EAST LINE OF BISHOP CIRCLE EAST EXTENDED 66.25 FEET ALONG THE ARC OF 650.00 FEET RADIUS CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 5°50'24" AND A CHORD WHICH BEARS N 15°11'39" E 66.22 FEET; THENCE NONTANGENTIALLY ALONG THE NORTH LINE OF MILL CREEK DRIVE 95.38 FEET ALONG THE ARC OF A 265.00 FEET RADIUS CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 20°37'19" AND A CHORD WHICH BEARS S 79°50'43" E 94.87 FEET; THENCE CONTINUING ALONG SAID NORTH LINE N 89°50'38" E 375.00 FEET TO THE POINT OF BEGINNING

NOW THEREFORE BE IT RESOLVED that a Public Hearing is set for Monday, October 27, 2008.

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

AYES:

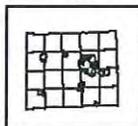
NAYS:

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

DAVID F. BOYLE
Dexter Village Clerk



Location Map



0 170 340

Feet

1 inch equals 195.9 feet



Geographic Information System

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

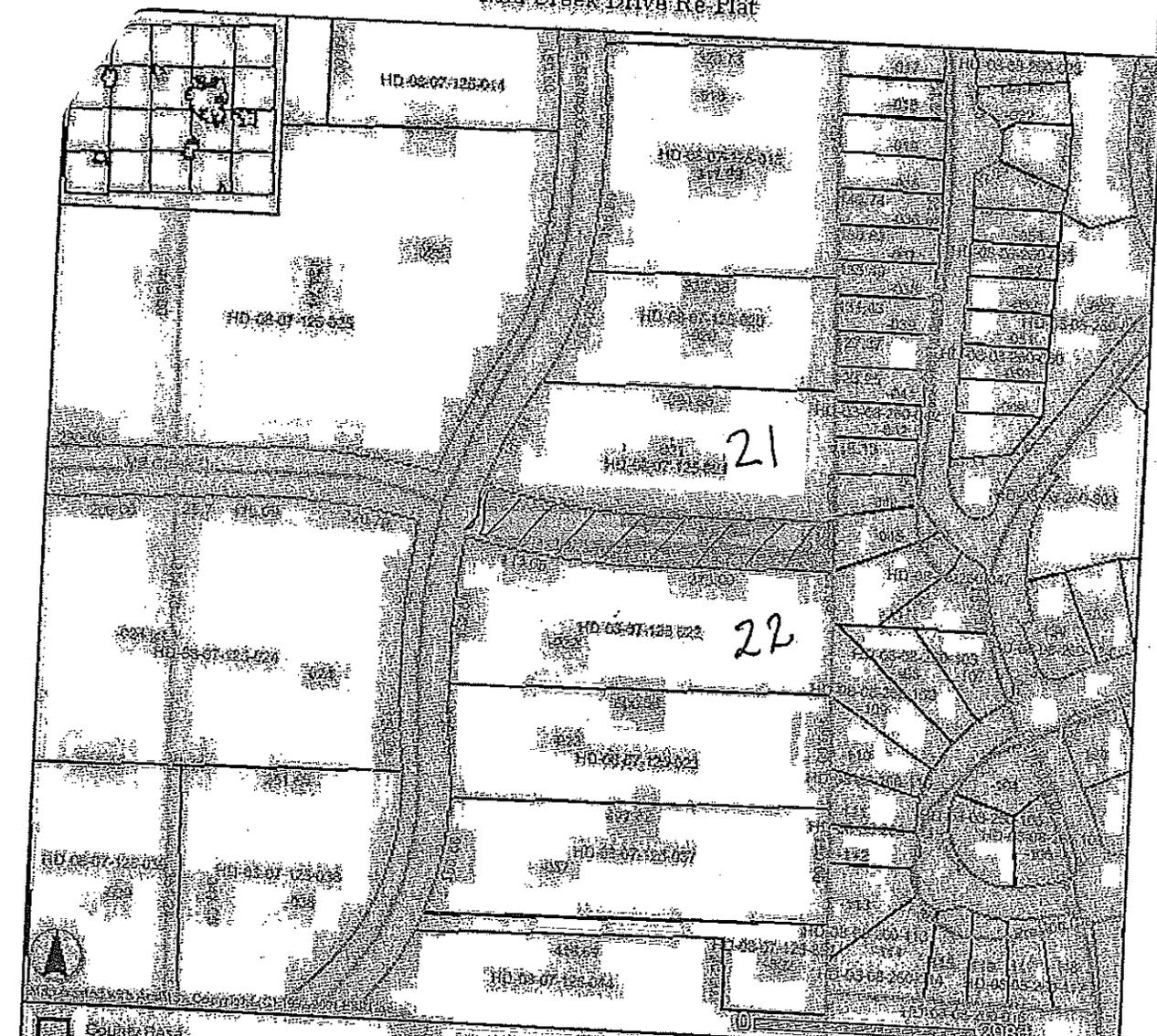
NOTE: PARCELS MAY NOT BE TO SCALE

GIS Map Print
Mill Creek Drive

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

Date Printed: 09/02/2008

Mill Creek Drive Re-Flat



- | | | | |
|--|---------------|--|--------------|
| | County Has | | All Counties |
| | Roadside | | Roads |
| | Section Lines | | Forest |
| | Right of Way | | Steep Slope |
| | Easements | | Lake |
| | Overlaid | | |
| | Flat Name | | |

The map shown here is for illustrative purposes only, and is not suitable for any specific decision making. The data depicted is compiled from a variety of sources, thus this information is provided with the understanding that the conclusions drawn from this data are solely the responsibility of the user. Any assumptions of the legal status of this data is hereby disclaimed.

LAND DIVISION ACT (EXCERPT)
Act 288 of 1967

560.256 Opening, vacating, extending, widening, or changing name of street or alley; recording certified copy of ordinance or resolution; copy to state treasurer.

Sec. 256.

Subject to the restrictions prescribed in section ^{does NOT apply} ~~255a~~, when the governing body of a municipality by resolution or ordinance opens or vacates a street or alley or a portion of a street or alley, or extends, widens, or changes the name of an existing street or alley, the clerk of the municipality within 30 days shall record a certified copy with the register of deeds, giving the name of the plat or plats affected, and shall send a copy to the state treasurer. Until recorded, the ordinance or resolution shall not have force or effect. ✕

History: 1967, Act 288, Eff. Jan. 1, 1968 ;-- Am. 1978, Act 556, Imd. Eff. Dec. 22, 1978

Popular Name: Plat Act

Popular Name: Subdivision Control

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Michigan Compiled Laws Complete Through PA 268 of 2008

Courtesy of www.legislature.mi.gov

THE GENERAL LAW VILLAGE ACT (EXCERPT)
Act 3 of 1895

67.13 Vacating, discontinuing, or abolishing highway, street, lane, alley, or public ground; resolution; meeting; objections; notice of meeting; filing objection; record.

Sec. 13.

When the council considers it advisable to vacate, discontinue, or abolish a highway, street, lane, alley, or public ground, or a part of a highway, street, lane, alley, or public ground, it shall by resolution declare its intent and appoint a time not less than 4 weeks after the date of the resolution, when it shall meet and hear objections to the resolution. Notice of the meeting, with a copy of the resolution, shall be given in the manner prescribed by the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. An objection to the proposed action of the council may be filed with the clerk in writing, and if an objection is filed, the highway, street, lane, alley, or public ground, or a part of the highway, street, lane, alley, or public ground, shall not be vacated or discontinued, except by a resolution or ordinance stating, if applicable, the name of the plat or plats affected and adopted by a majority vote of the members of council or by order of the circuit court in the county in which the land is situated as provided by the land division act, 1967 PA 288, MCL 560.101 to 560.293. The clerk of the municipality within 30 days shall record a certified copy of the resolution or ordinance with the register of deeds and file a certified copy with the department of consumer and industry services.

History: 1895, Act 3, Imd. Eff. Feb. 19, 1895 ;-- CL 1897, 2781 ;-- CL 1915, 2652 ;-- CL 1929, 1561 ;-- CL 1948, 67.13 ;-- Am. 1977, Act 197, Imd. Eff. Nov. 17, 1977 ;-- Am. 1983, Act 205, Imd. Eff. Nov. 10, 1983 ;-- Am. 1998, Act 255, Imd. Eff. July 13, 1998

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VILLAGE OF DEXTER
Dedication of Public Streets and Utilities

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

1. Inspections - Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village*(see page 2). Inspection of asphalt roads must be performed prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review. After review, the Village Engineer, and the Department of Public Services shall conduct an on-site inspection. These procedures shall be documented as follows:

- a.) A letter from OHM stating that this step was completed, and that OHM supports the dedication.
- b.) A letter from the Superintendent of Public Services stating that this step was completed, and that he/she supports dedication.

2. Maintenance/Repair – if any problems are identified by the on-site inspection and or the review of the test or roadway data, the developer must correct these problems before the process can continue. Once all problems have been corrected, the wearing course for asphalt roads is placed.

3. Survey - Sealed Engineer's drawings of the roadway sections and underground utilities being dedicated as public in each new development shall be provided to the Village by the developer, along with a written description of the streets.

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

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

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

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

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

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

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

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

100% Complete	2-Year Bond
90% to 99% Complete	3-Year Bond
80% to 89% Complete	4-Year Bond
70% to 79% Complete	5-Year Bond
60% to 69% Complete	6-Year Bond
50% to 59% Complete	7-Year Bond
Anything under 50%	8-Year Bond

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

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

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

AGENDA 9-8-08

ITEM L-6
cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: September 8, 2008
Re: Cityhood Frequently Asked Questions

The included frequently asked questions list was compiled from the questions asked prior to the Town Hall meeting by the Citizens for Responsible Government and the questions that were asked at the meeting. The answers are a hybrid of Trustee Semifero's responses, responses that were given at the meeting and staff research. A draft of the questions and answers was distributed to the City Study Committee at the end of July for their feedback, which has been included in the document.

Also included is an update on current cityhood expenses and an update on the boundary survey.

Village of Dexter

Cityhood Frequently Asked Questions

Growth & Development

How will cityhood affect Dexter's growth; will it lead to a transition away from its status as a bedroom community?

Becoming a city will not affect Dexter's growth or the nature of the community. Decisions related to development density and composition are ultimately made by the Council which is the case for a Village or a city.

Will cityhood mean having to develop more low income housing?

No statutory requirement exists that would require additional low income housing if the Village becomes a city.

What affect will becoming a city have on expanding the business park as a research/manufacturing center to increase revenues? How will it affect the retail businesses in view of the development of Jackson Avenue as a main strip for businesses in Scio Township?

Becoming a city will not affect the Dexter Business and Research Park. Any proposed expansion would require agreements with Scio Township and any associated landowners regardless of whether Dexter is a village or city.

The retail businesses along Jackson Rd are there regardless of whether the Village becomes a city or not. The development of the entire Jackson Rd corridor presents a significant threat to the retail in Dexter. Dexter becoming a city will have no impact on this situation, except that current and future business owners within the Village would not have to pay township taxes if the Village becomes a city.

Can a city annex without property owner consent or must the property owner request annexation? Would the City of Dexter have an easier time annexing property than the Village of Dexter? Council has taken the position that any annexation requests be initiated by property owners.

As a village, Dexter must send its annexation requests through the Washtenaw County Board of Commissioners. The Board of Commissioners has taken the position that they will not get involved in boundary disputes. As a city, Dexter would send annexation requests through the State Boundary Commission, bypassing the County.

An annexation petition to the Boundary Commission can be initiated in three ways

- resolution of a city council
- by the owners of at least 75% of the land proposed for annexation
- by at least 20% of the registered voters residing in the territory proposed for annexation

If the petition is filed by the City Council a hearing is held by the Boundary Commission. The law calls for specific notification requirements, by certified mail, to the affected property owners. If the Boundary Commission votes to allow the annexation the affected homeowners (as long as there are more than 100 in the area to be annexed) have a right of referendum, which would allow the affected residents to vote on whether or not they wish to be annexed. (Michigan Compiled Law 117.9)

How would potential growth affect the demand for water and sewer—aren't we already running the sewer plant at full capacity and have a need for an additional well for drinking water?

There is no growth associated with the Village becoming a city. The City Study Committee specifically recommended that the current Village boundaries be maintained should cityhood be pursued, and that is what is being surveyed at this time.

The sewer plant is not at full capacity. In fact, the sewer plant normally runs at levels far below its full capacity. The problem the system currently has is peak flows associated with rain events due to inflow and infiltration (I & I) into the sewer system, primarily from the portion of the Village bounded by Main, Jeffords, Broad, Grand, and Baker. Currently when it rains, some portion of the storm water (which does not need to be treated) goes into the sanitary sewer system and has to be treated by the sewer plant. In general, the more rain that falls, the more water that is being unnecessarily treated. This is being addressed in two ways - reducing I & I and planning for an equalization basin. The equalization basin is storage for incoming sewer flow mixed with storm water, which will be used to reduce the peak flow to the sewer plant by holding the wastewater until the sewer plant can treat it. This will allow all of the existing plant capacity to be utilized more efficiently. In fact, it has been estimated that a very large number of residential equivalent units (REUs) of sewage treatment capacity is going unused on a daily basis because of the I & I problem. These improvements are required by the Michigan Department of Environmental Quality regardless of whether or not Dexter becomes a city.

The same goes for the new well being explored. The current wells were anticipated to supply all currently planned development within the Village. Additional use has led to, during extremely high usage times (summer days when there is a large amount of irrigation), peak demand being higher than what the current wells can supply, when one well is taken out of service (firm capacity). For the peak demand, it was estimated by the Village engineers that the two additional wells being proposed would be needed to supply the ultimate needs of the currently planned development. Increasing our current water supply is required by the Michigan Department of Environmental Quality regardless of whether or not Dexter becomes a city.

Boundary Issues

Will the new city boundaries mean the loss of the high school?

The high school property is currently covered by a 425 agreement with Scio Township. At the end of that agreement, per Scio Township's request at the time the 425 was negotiated, the high school property will revert to the township. It was covered by this 425 so water and sewer could be provided and so cost sharing could be put in place with the high school for police and fire services. The expiration of the 425, in 2050, will result in the loss of the high school property from the Village unless the current agreement is extended or a new agreement is reached.

Will the new well be outside of the city limits and how will that affect Dexter's cost for water?

A review of the Village and the surrounding area identified the High School property as the closest suitable location for a new well. This new well will be outside of the Village boundaries but within an area currently covered by a 425 agreement whether Dexter becomes a city or remains a village. Whether or not the well is within the boundaries of the city/village will have no impact on the costs for water.

What properties, if any, will the village annex to square the boundaries in order to become a city?

There is no plan to annex any properties into the Village to become a city. The boundaries recommended by the City Study Committee are the current Village boundaries and that is what is being surveyed at this time.

Does the city's boundary have to be squared? What exactly does the law say regarding this and what does squared mean for the boundaries?

The law does not indicate that the boundaries are required to be squared. The boundaries recommended by the City Study Committee are the current Village boundaries and that is what is being surveyed at this time.

How will the boundary process impact the 425 agreements & Bates Farms?

The proposed boundary does not include Bates Farms. The existing Act 425 Agreements will remain in place. The 425 agreement with Webster Township includes a provision for Dexter to pay the Township a set millage rate for 12 years after becoming a city.

Police/Fire Services

Will Dexter be required to have its own police & fire department, or will we be paying more for police services to the county?

Becoming a city would not automatically change the Village's police and fire services. The Village currently contracts with the County for police services as this is the most cost efficient way to provide services to the Village at this time. Council asked the Village manager to investigate a police department for the Village and it was determined that it would be more expensive and would carry greater liability for the Village than the current arrangement with the County sheriff. Fire services will continue to be provided by the Dexter Area Fire Department. One significant difference is Village residents would not be paying for police and fire services twice - once to the township and once to the Village.

Administrative Costs & Duties

Will the Village have to take responsibility for issuing dog tags?

Washtenaw County will continue to issue dog tags.

What will cityhood mean in terms of administrative cost to run the city i.e. Mayoral and Council salaries? Where will the revenues come from to pay for these costs?

There is no difference for administrative costs with becoming a city. The administration of a city would be set the same way the administration has been set for the Village. The proposed city would continue the same fiscally responsible policies that have resulted in us being so financially successful to date. Of course, that direction would be given by whatever legislative body might be formed. There are a number of forms of governments available for a city, including a form very close to that of the current Village. The form would be up to the Charter Commission.

There are two additional responsibilities for a city: assessing and elections. The Village used to run elections and there was no discussion when this service went to the townships that there was an impact on the Village. Assessing can be done as a contracted service, as is done by many surrounding

communities. Currently Village residents pay for these services to the township through total taxes that far exceeds what the services actually cost.

If Dexter became a city, would the DDA and Planning Commission's powers be reduced and the council vote to follow the pattern of other cities to have a central office/person coordinating planning in conjunction with the business community? What would this cost?

The DDA would be unchanged under a city and the Planning Commission's powers and duties would be set by the charter as developed. The Planning Commission and DDA work effectively and would not have to change. There is no reason to change the "power" of either board. The Village currently has a central planning person - Community Development Manager, Allison Bishop.

Will we have a city inspector for homes and businesses to assess taxes, construction development, health (restaurants)? Are there costs involved?

There is no reason this would change from the way it is currently handled; a Village could have an inspector as well as a city. The cost of a contracted assessor would be about \$35,000, per the City Study Committee. Scio Township collects approximately \$300,000 per year from the Village in taxes to provide us with elections and assessing. The health and building inspections currently required would continue through the County and their associated inspectors. This is not a cost to the Village or a possible city. The services are paid by fees.

Would it be necessary to hire an experienced city manager and staff to replace our current village manager and staff to run the daily operations of the city?

There is no difference between a city and village except as would be specified by the charter. The current village manager and staff are capable of handling the additional responsibilities of managing assessing and assisting the Clerk in running elections.

Taxes / Property Values

Would the Village consider asking the voters to pass a green space millage?

Dexter would consider putting a green space millage before its voters.

How long will the tax reduction for citizens truly last? Haven't Chelsea taxes jumped? Aren't Chelsea residents and businesses unhappy with cityhood? What makes you think you won't have to raise taxes for services?

Taxes in a city or village are driven by the services provided. If the Village provides more services, taxes would have to increase. There is no causation between being a city and higher taxes. There is causation between services and taxes. For instance, Barton Hills provides very little in services and only levies 10 mills. The taxation level is also related to the fiscal decisions made by the local government. How the Village handles long term items such as salaries, health care, retirement benefits, etc., will drive the costs.

What will cityhood do my property values?

Becoming a city versus a village has no direct impact on property values. It is possible, if taxes levied are lower by not paying township taxes, the value of the house could increase.

What will be done to insure that older persons with limited incomes won't be compelled to move because of the potential increases in taxes, as has happened in places such as Ann Arbor and other cities?

There is no plan to increase taxes. Villages can levy as high a tax burden as a city under current law. Ann Arbor taxes increased because of increased services and increased property values and taxes based on those property values. Becoming a city does not impact property taxes. Proposal A and the Headlee Amendment currently limit the increase in property taxes on a statewide basis.

Will there be a city income tax, how is income tax levied?

The law allows a city to levy an income tax, upon approval of the city's voters. The City Charter can be drafted without a city income tax. The residents must vote to impose a city income tax.

Community Activities / Tourism

How will cityhood change our community with its small town celebrations such as Dexter Daze, the Ice Cream Social, etc.?

Becoming a city would have no effect on these community celebrations. These events are not organized by the Village.

Aren't we drawing more interest from bicycle clubs and other tourist related groups as a village than we would as a city? Why aren't we seeking to expand this tourist related revenue base instead of offering what Ann Arbor and the cities east of Dexter are offering?

Most people in and out of the Village refer to it as a "city" already. Many people do not realize there is a difference. There is no difference for tourists to the community whether the Village becomes a city or not.

Legal Requirements

When will the state requirements for cityhood reach fruition?

There is no definite timeline to cityhood. This process can take a number of years to complete.

When will the village complete all the requirements for cityhood and submit them for state approval? Will we be allowed to vote before or after state approval on whether or not we want to become a city?

There are a number of opportunities for community input through the process which includes the issue coming before the voters. The state does not approve a village becoming a city - the people of the Village will decide whether or not the Village becomes a city. The state only makes sure the process is followed as is required by law.

When specifically in the process do residents get to vote?

There is a 45-day referendum period after the State Boundary Commission declares the petition legally sufficient. There is an opportunity to vote again when citizens petition to be on the Charter Commission and again when the Charter Commission completes the Charter and the Charter is on the ballot.

Charter

Who will write the new charter? And who will make the appointments for the candidates to be voted on to write the charter?

A Charter Commission elected by the residents of the Village would write the charter. Candidates for a charter commission (and if a charter was approved, candidates for a city council) follow the same process as any other elected position. This means any resident of the Village can get a petition, obtain signatures, and file to be a candidate.

How do amendments to the Charter occur?

Reviews and amendments to the Charter require a Charter Commission review, recommendation and placement on the ballot for adoption or rejection by registered voters. Charter changes always come back to the vote of the people.

Will the city have partisan elections?

The current Village Council is not interested in changing to partisan elections. This issue would be addressed in the Charter by the Charter Commission.

General Concerns

How many members of the study committee are from the Westridge Subdivision and what was the vote on the report? How many Council members live in Webster Township?

Three of the 18 members of the Study Committee are from Webster Township and the final vote was 16-1 in support of the final city study report. Two of the 7 members of Village Council are from the Westridge Subdivision. The original 18-member study group is from all over the Village. Each Council member asked individuals to participate. One member passed away during the study group's work.

It is said that a city is more respected than a village. Paul Bishop was effective in village management to get the state government to approve an industrial park and we have grown to the point that we have. Respect comes with the ability to negotiate and present an idea for the future. It is nice to say cityhood, but what exactly does it mean for Dexter to become a city? What are the council's ideas for the future once we become a city, and what are the ideas for Dexter's future of those who want to keep it a village?

For the Village to become a city it means, legislatively, that the city would be a recognized governmental entity to the state. The Village falls under the township in the current hierarchy. There are no specific plans that would be put into motion specifically if the Village becomes a city.

Can you tell me why I should support cityhood?

The community will decide through an election whether or not the Village should become a city. Like any other ballot issue, it is up to the individual to make a decision based on how they view the issue.

Cityhood Expenses

Expense	Awarded/Incurred Date	Total Contract	Amount Spent
Attorney Fee - Preparation and Presentation to City Study Committee	8/21/2006		\$1,650.00
City Study Committee - Open House Notice Publication	2/15/2007 & 2/22/07		\$45.00
City Study Committee - Meeting Room Rent for Final Presentation	3/5/2007		\$115.00
David Rutledge	11/26/2007	\$3,000.00	\$388.57
OHM - Boundary Survey Steps 1 & 2	2/25/2008	\$10,000.00	\$9,998.50
OHM - Boundary Survey Steps 3 & 4	5/12/2008	\$19,500.00	\$14,584.50
Total Spent as of September 8, 2008			\$26,781.57

Memo



To: Donna Dettling, Village Manager
From: Christopher Lamus, P.S.
Date: July 22, 2008
Re: The Village of Dexter Boundary Project Update: Steps 3 & 4

Steps 3 & 4 of the Boundary Survey of the Village of Dexter were approved in May, 2008, and included an additional \$19,500 of work to be completed as we work towards the determination of the Boundary for the Village of Dexter. At this time, OHM is in the process of performing necessary research and fieldwork, including:

1. Contacting the Railroad in order to obtain existing Valuation Maps depicting Railroad Right of Way. The deeds listed on the Valuation Maps have been obtained. These will be used to help determine the location of the right of way. ✓
2. Contacting the Washtenaw County Road Commission in order to obtain existing alignment information for Baker Road, Shield Road, Joy Road & Island Lake Road. This information was used to locate existing road alignment monuments. The found monuments have been located using GPS measurements. ✓
3. Existing Land Corner Recordation Certificates were researched for existing section corners necessary for the establishment of section lines. The found section corners have been located using GPS measurements. ✓

We are currently reviewing this data and combining it with the existing parcel descriptions included in the document received from the State of Michigan Office of the Great Seal describing the Village of Dexter limits. ^{done ✓} We are also in the process of researching various surveys performed throughout the area that may aid us in resolving the areas previously mentioned where discrepancies may exist.

We anticipate that 75% of the field work has been completed. We have not completed accurate mapping of the Huron River portion of the Boundary at this time due to the dense tree cover. We will be waiting until after the leaves have fallen from the trees to complete this work, which will allow us to use GPS surveying for this portion of the work.

*only remaining item per Chris on
September 3
to be complete end of Nov/early Dec*

