

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL MEETING  
Monday, December 22, 2008**

**\*\*\*\*\*7:30pm\*\*\*\*\***

**Dexter Senior Center, 7720 Dexter Ann Arbor Road**

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

**B. ROLL CALL: President Keough**

J. Carson	P. Cousins
D. Fisher	J. Semifero
J. Smith	R. Tell

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting Minutes – December 8, 2008

**Page# 1-4**

**D. PRE-ARRANGED PARTICIPATION:**

*Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)*

None

**E. APPROVAL OF AGENDA:**

**F. PUBLIC HEARINGS**

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

None

**G. NON-ARRANGED PARTICIPATION:**

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

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

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

**H. COMMUNICATIONS:**

1. Downtown Snow Removal Letter
2. Washtenaw Area Transportation Study – Letter of Nomination

**Page# 5-8**

**I. REPORTS:**

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

Arts, Culture & Heritage Committee Representative

Dexter Area Chamber

Dexter Area Fire Department Representative

Downtown Development Authority Chair

Farmers Market Representative

Gordon Hall Mgmt Team Representative

Huron River Watershed Council Representative

Library Board Representative

Parks & Recreation Commission Chair

Planning Commission Chair

Tree Board Chair

Washtenaw Area Transportation Study Policy Committee Rep.

Western Washtenaw Area Value Express Representative

2. Subcommittee Reports

Facility Committee – none

Mill Pond Park Planning Team - none

Utility Committee – none

3. Village Manager Report

**Page# 9-16**

4. President’s Report

**Page# 17-40**

**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: \$317,567.62

**Page# 41-48**

2. Consideration of: 2009 Meeting Schedule

**Page# 49-50**

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

1. Discussion of: Main Street Bridge Project – Construction Updates  
Phase 2 Funding Updates

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

1. Consideration of: Council Rules

**Page# 51-58**

2. Consideration of: Organizational Matters Resolution

**Page# 59-60**

3. Discussion of: February 26, 2009 Town Hall Meeting

**Page# 61-62**

**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**

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

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



DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 8, 2008

AGENDA 12-22-08  
ITEM C-1

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

The meeting was called to order at 7:31 by President Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:** President Keough

J. Carson	P. Cousins
D. Fisher	J. Semifero
J. Smith	R. Tell

**C. APPROVAL OF THE MINUTES**

Regular Council Meeting Minutes- November 24, 2008 as presented.

Motion Smith; support Semifero to approve the regular Council minutes of November 24, 2008 as presented.

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

Nays: none

Motion carries

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

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

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

Nays: none

Motion carries

**F. PUBLIC HEARINGS**

None

**G. NON-ARRANGED PARTICIPATION**

None

**H. COMMUNICATIONS:**

1. Upcoming Meeting List.
2. Letter to State officials regarding transportation funding
3. Central Dispatch Authority
4. Letter to Washtenaw County regarding Gordon Hall
5. Michigan State Extension – Mortgage Foreclosure Prevention Program
6. State Revolving Loan Fund Project – Update from Miller Canfield
7. Washtenaw County 2008 Apportionment Report

Discussion followed on letter to Washtenaw County on Gordon Hall. Donna reported that a meeting between the principals is in the process of being set.

## **I. REPORTS**

1. Community Development Manager Allison Bishop – written update  
All were encouraged to attend the Mill Creek Park update meeting on Dec 15. There is a walk on Dec 9 on Hudson Mills Trail phase 2. Jim Carson reviewed the Planning Commission's letter to Scio Township regarding their Master Plan proposal.

### 2. Board, Commission & Other Reports

Dexter Area Chamber of Commerce – Joe Nowak

Joe thanked the Village for taking over the Holiday Lighting and thanked all who attended the Holiday Mixer and Dec. 5<sup>th</sup> Tree Lighting. He mentioned the upcoming Dec. 13<sup>th</sup> Home for the Holiday event with ice sculptures, 5K race and Light Parade. Joe thanked Carol Jones for coordinating the Luminary Project. Joe announced that the Chamber's Annual Meeting will be on January 14<sup>th</sup> at the K of C Hall. He also mentioned that the Chamber and Dexter Daze each gave a \$500 donation to the Encore Theater and they are working on better communications with the Ann Arbor Convention and Visitors Bureau.

Gordon Hall Management Team Representative – Donna Fisher

Donna reported that Gordon Hall has a new roof and are still fundraising to lower the cost, but it did come in lower than expected. The docent count is up to 23. A grant writing team of 7 has been established for future monies. The principle still owed on Gordon Hall is \$401,000.00.

### 3. Subcommittee reports

No affected reports

### 4. Village Manager Report

Mrs. Dettling submits her report as per packet. In addition the Village Manager reported that Barry Lonik called to report the acquisition of the west side of the Sloan property; Central Street Kickoff in January with Council, DDA and Planning; and a letter from Spaulding Clark from Scio Township regarding a joint meeting possibly on January 27.

### 5. President's Report

Mr. Keough submits his report as per packet. In addition Shawn spoke of meeting with Chuck McGonigle, President of Colorbok and their desire to stay in the Village and looking for more space; he reminded Council members about contacting him regarding any desire to rotate positions or committees and commissions; and he mentioned a recent email from Jill Love regarding where new business and residents could find any information and will forward it on.

## **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$123,505.23

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

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

Nays: None

Motion carries

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

1. Discussion of: Main Street Bridge Project- Construction Updates  
Phase 2 Funding Updates

Mrs. Dettling reported that the Village is looking into the funding from the railroad and need the cost for the drive to Warrior Creek Park. Councilman Cousins reported that the bridge construction is about done for the season.

2. Discussion of: Facilities Matrix  
Information from Tom Colis

President Keough reviewed changed and add on expenses from the handout at the November 24th meeting. Councilman Carson suggested revising the matrix to the top 3-5. The list will now consist of Fire Hall, Monument Park/Cottage Inn, Schulz Building, Tupper Property and current Library Building. Councilman Tell Suggested looking for additional funding for the Fire Station remodel from the Parks Commission, Homeland Security and DDA,

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

1. Consideration of: Rescinding Resolution 8-2008, Municipal Employees Retirement Systems benefit change.

Motion Smith; support Carson to rescind resolution 8-2008, Municipal Employees Retirement benefit change.

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

Nays: none

Motion carries

2. Discussion of: Boundary Map

Recommend further review as the western edge along Mill Creek still needs to be finalized. Councilman Cousins suggested including information in the Village newsletter regarding updates on the boundaries and then sit back down with the Cityhood Committee.

3. Consideration of: 2008-2009 Budget Amendment

Motion Fisher; support Smith to accept the Budget Amendment for Fund 792, the Economic Development Fund.

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

Nays: none

Motion carries

**M. COUNCIL COMMENTS**

Carson	None
Fisher	Thank you for bringing me up-to-date after my absence.
Semifero	Attended Mill Creek meetings on Tuesday and Wednesday, Traffic Seminar was a good program, old version of Facility Matrix is online.
Jones	None
Smith	None
Cousins	None
Tell	None

**N. NON-ARRANGED PARTICIPATION**

Courtney Nicholls presented possible dates for Townhall Meetings. Under consideration are Thursday, February 26<sup>th</sup> at the Senior Center; May 26<sup>th</sup> and October 27<sup>th</sup> possible at the new Library Building.

**O. ADJOURNMENT**

Motion Cousins; support Fisher to adjourn at 9:14

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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



# VILLAGE OF DEXTER

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

AGENDA 12-22-08

ITEM H-1

### Village Council

Shawn Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Councilperson*

Paul Cousins  
*Councilperson*

Donna Fisher  
*Councilperson*

Joe Semifero  
*Councilperson*

James Smith  
*Councilperson*

Carol Jones  
*Clerk*

### Administration

Donna Dettling  
*Manager*

Marie Sherry  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Manager*

Ed Lobdell  
*Public Services Superintendent*

Allison Bishop  
*Community Development Manager*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

December 12, 2008

Property Owners in Project Area  
Forest Street and Alley Way Improvements  
Dexter MI 48130

Re: Snow Removal in DDA Project Area

Dear Property Owner:

Several property owners in the project area have questioned village policy regarding snow removal. The Village's practice for snow removal on downtown sidewalks is limited to areas with brick pavers and public parking lots. Village crews target the downtown areas after all major and local roads have been cleared. A Village Ordinance requires all businesses to clear sidewalks by the start of business if possible or within four hours of snow cessation.

Village Crews will clear snow on the travel lanes in the project area as well as the public parking areas identified on the attached map shaded in blue. The Bakery, Hackney Hardware and the Flower Shop will be responsible for clearing snow in and around their businesses. National City Bank will be responsible for snow removal in their drive-thru and private parking area directly behind the bank. The BP Station will be responsible for snow removal on their property and parking area. Mr. Willis will be responsible for the private parking areas between his properties along Broad Street. The tenants in Mr. Willis' properties as well as the tenants in the proposed Mill Creek Terrace Building will be responsible for clearing snow from the sidewalks in front of their businesses. These areas are shaded in pink.

As with other downtown streetscape maintenance duties, limits must be established with a degree of personal property owner responsibility expected. Otherwise an operational and financially unmanageable maintenance demand is placed on the limited resources of the village and DDA.

Please contact me at 734-426-8303 ext. 11 with any questions or concerns.

Respectfully,

*Donna Dettling*  
Donna Dettling  
Village Manager

cc: Village Council and DDA Board

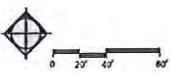


- Legend
-  Existing Deciduous Tree
  -  Proposed Trees
  -  Proposed Loading Area

Private

*Village of Dexter*  
 Jeffords Street Improvements

Beckett & Raeder  
 Landscape Architecture  
 Planning & Engineering





AGENDA 12-22-08  
ITEM H-2

705 NORTH ZEEB ROAD 2ND FLOOR  
ANN ARBOR, MICHIGAN 48103-1560  
PHONE: (734) 994-3127 FAX: (734) 994-3129  
WEBSITE: WWW.MIWATS.ORG  
E-MAIL: WATS@MIWATS.ORG

## MEMORANDUM

To: Policy Committee  
From: Nominating Committee  
Ann Feeney  
Jim Carson  
Date: December 8, 2008  
Re: Report from Nominating Committee

### Background

The nominating was asked to recommend a Policy Committee member to fill out the remaining term of Vice-Chair and the Policy Committee representative to the Federal Aid Committees both previously filled by Ruth Ann Jammick.

The Committee carefully considered members who have served on WATS for at least a year and who regularly attend the Policy Committee meetings.

### Action Requested

The Nominating Committee recommends the Vice-Chair position be filled for the remainder of the term (through June 2009) by Jim Carson, Village of Dexter.

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#### POLICY COMMITTEE MEMBERS

- CITY OF ANN ARBOR • ANN ARBOR TRANSPORTATION AUTHORITY • ANN ARBOR TOWNSHIP • CITY OF CHELSEA • VILLAGE OF DEXTER •
- DEXTER TOWNSHIP • EASTERN MICHIGAN UNIVERSITY • MICHIGAN DEPARTMENT OF TRANSPORTATION • NORTHFIELD TOWNSHIP • PITTSFIELD TOWNSHIP •
- CITY OF SALINE • SCIO TOWNSHIP • SOUTHWEST WASHTENAW COUNCIL OF GOVERNMENTS • SUPERIOR TOWNSHIP • UNIVERSITY OF MICHIGAN •
- WASHTENAW COUNTY BOARD OF COMMISSIONERS • WASHTENAW COUNTY ROAD COMMISSION • CITY OF YPSILANTI • YPSILANTI TOWNSHIP •
- EX OFFICIO: FEDERAL HIGHWAY ADMINISTRATION • SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS •



**VILLAGE OF DEXTER**[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: December 22, 2008**  
**Re: Village Manager Report**

1. Meeting Review:
  - December 10<sup>th</sup> – Economic Development Skill Set Training
  - December 10<sup>th</sup> – CAPT-DART
  - December 11<sup>th</sup> – DDA Meeting
2. Upcoming Meeting Review:
  - December 17<sup>th</sup> – Chuck McGonigle of Colorbok
  - December 18<sup>th</sup> – Owner of Dexter Mill re: Central Street
3. Meeting with Scio Township. Just a reminder we are scheduled to meet with the Scio Township Board in the Scio Township Hall on **Tuesday, January 27, 2009 at 6:00 p.m.**
4. Central Street Design Workshop. Mark your calendar for a Central Street Design Workshop scheduled for **Thursday, January 22, 2009 at 7:00 p.m.** at the Senior Center. The Village Council, Planning Commission and Downtown Development Authority are being asked to participate in an initial review of design options and provide input.
5. Well Easement Update. A draft of the Fifth Well Easement document is attached to my report. This document has received legal review and is ready for consideration by both boards. This document will be presented at the first meeting in January for adoption at both the village and school board meetings.
6. Third Street Update- Final payment to Florence Construction was made on 12-23-08. The scope of this project included; cul-d-sac, storm water improvements, 1 block of water main replacement, limited sanitary sewer repair and the full length of Third Street except for the block between Central and Board. This block of Third Street is intended to be improved with the Central Street Project. Total project costs were under budgeted figures in the local street fund by \$25,000. Total construction costs for the project equal \$400,000 of which \$350,000 was paid to the Contractor with the remaining expenses covering: design, permits, advertising, inspection, survey work and material testing costs. Water and Sewer Funds covered \$52,000 in project costs bringing the total improvement project to \$452,000.
7. Village Project List. Attached is a comprehensive project list being circulated for the purpose of securing economic stimulus dollars if they become available under the Obama Administration. This document was distributed to South East Michigan Council Of Government, Michigan Municipal League, US Conference of Mayors, State Rep. Byrnes, State Senator Brater, US. Senator's Stabenow and Levin.

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of January, 2009 (the "Effective Date") by and between **DEXTER COMMUNITY SCHOOLS**, whose address is 7714 Ann Arbor Street, Dexter, Michigan 48130 ("Grantor") and the **VILLAGE OF DEXTER**, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Grantee").

### RECITALS:

**WHEREAS**, Grantor is the owner of a parcel of land, located in Scio Township, County of Washtenaw, State of Michigan, more particularly described by the attached Exhibit A (the "Grantor Parcel"); and

**WHEREAS**, Grantee has requested and Grantor has agreed to grant to Grantee a nonexclusive easement for the installation, maintenance, repair and replacement of a well, pump house, water main, and related appurtenances, on the Grantor Parcel in the area identified on Exhibit B.

**NOW THEREFORE**, in consideration of the sum of forty thousand dollars (\$40,000.00) payable as provided below, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged and with the intent to be legally bound, the parties agree as follows:

1. **Annual Installments of Monetary Consideration**. Grantee shall pay to Grantor the sum of forty thousand dollars (\$40,000.00) payable in four (4) equal, annual installments in the amount of ten thousand dollars (\$10,000.00) as follows:

- (a) First installment due on the Effective Date;
- (b) Second installment due on the First Anniversary of the Effective Date;
- (c) Third installment due on the Second Anniversary of the Effective Date; and
- (d) Fourth and final installment due on the Third Anniversary of the Effective Date.

2. **Grant and Description of the Well/Water Main Easement**. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee, A) a nonexclusive, perpetual easement for the installation, maintenance, repair and replacement of a well, not to exceed 12" in diameter, pump

house, water main and related appurtenances, and otherwise in accordance with the plans and specifications attached hereto as Exhibit C, to be located within the area designated as the Well/Water Main Easement Area on Exhibit B (the "Well/Water Main Easement"); and B) a nonexclusive, perpetual easement for ingress and egress purposes to the Well/Water Main Easement Area, to be located within the area designated as the Access Area on Exhibit B (the "Access Easement").

3. **Installation, Maintenance, Repair and Replacement.** Grantee shall, at its sole cost and expense, install, maintain, repair and replace the well, pump house, water main and related appurtenances. Grantee shall use the driveway(s) currently located within the Access Easement for ingress and egress purposes to the Well/Water Main Easement Area, and shall not install, maintain, repair or replace any of the existing driveways without prior written consent from Grantor.

4. **Grantor's Reserved Rights and Obligations.** Grantor shall have the right to install, maintain or replace overhead or underground utility mains or lines across, over or under the Grantor Parcel, including the Well/Water Main Easement, as well as any other such additional items deemed necessary or convenient for development of the Grantor Parcel, provided that any improvements installed by the Grantor shall not prevent or unreasonably interfere with the continued use of the Well/Water Main Easement by the Grantee for its intended purpose. Specifically, Grantor shall comply with any applicable rules and regulations set forth in the Michigan Safe Water Drinking Act, Act 399, PA 1976, which prohibits certain improvements from being located within the proximity of drinking wells. The Grantor shall notify and obtain approval from Grantee and the Michigan Department of Environmental Quality at least 90 days prior to installation of any improvements within the Well/Water Main Easement. Grantor shall maintain the driveway(s) currently located within the Access Area so as to insure the Grantee has commercially reasonable ingress and egress to the Well/Water Main Easement Area.

5. **Indemnity and Insurance.** To the extent permitted by law, Grantee shall indemnify, defend and hold the Grantor free and harmless of, from and against any and all claims, damages, liabilities, costs and expenses, of every nature and kind whatsoever, including reasonable attorney fees and court costs arising from or on account of any act, event, occurrence, omission or other event on, relating to or otherwise arising on account of the use of the Well/Water Main Easement.

6. **Water Capacity.** Grantee shall take all necessary steps to ensure that all real property owned and operated by the Grantor as schools or for uses ancillary to the operation of schools, including, but not limited to as garages for the housing and maintenance of school buses and grounds keeping and construction equipment, shall have sufficient water capacity to reasonably operate such properties in the manner contemplated by the Grantor.

7. **Water Service Fees.** In exchange for the Well/Water Main Easement herein granted, the Grantee hereby agrees, in perpetuity, that Grantor shall always be charged resident rates (or the lowest rate offered by the Grantee for all water service) for all water service provided to property owned and/or operated by the Grantor as schools and uses ancillary to the operation of schools, including, but not limited to as garages for the housing and maintenance of school buses and grounds keeping and construction equipment, regardless of the location of the property.

Grantee shall execute any and all documentation Grantor deems reasonably necessary to evidence the Grantee's obligation to charge Grantor residential rates (or the lowest rate offered by the Grantee for all water service) for all water service provided to property owned and/or operated by the Grantor as schools, if any.

8. **Additional Wells.** Grantee shall notify Grantor if it determines additional well/water main capacity is required and Grantor agrees to consider granting an additional easement to the Grantee; any such additional well/water main easement shall be upon terms and conditions acceptable to both parties. Nothing herein shall be deemed to obligate the Grantor to grant an additional well/water main easement to the Grantee, but Grantor agrees to consider Grantee's request in good faith.

9. **Binding on Successors and Assigns.** This Well/Water Main Easement is intended to and shall run with the land, and shall be a burden on the Grantor Parcel and bind Grantor and its successors and assigns and shall inure to the benefit of Grantee and its successors and assigns.

10. **Amendment; Termination.** No termination, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing signed by the parties.

11. **Waiver.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

12. **Severability.** The provisions of this Agreement are severable. If any section, paragraph, sentence or provision hereof shall be determined to be invalid or unenforceable, it shall not affect the validity of any remaining provisions herein and all remaining provisions shall be given full force and effect separately from the invalid or unenforceable section, paragraph, sentence or provision, as the case may be.

13. **Captions.** The captions in the section headings are for the convenient reference only and in no way define, describe or extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

15. **No Public Dedications.** The Well/Water Main Easement granted hereunder is not intended, nor shall it be construed, to create any rights in or for the benefit of the general public (except for its use as a well/water main easement) or as an offer of public dedication.

[Signature pages follow]

**IN WITNESS WHEREOF**, the undersigned has caused its signature to be placed on the day and year first above written.

**GRANTOR:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Confirm who needs to execute

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_  
By: Shawn Keough

Its: Village President

\_\_\_\_\_  
By: Donna Dettling

\_\_\_\_\_  
Its: Village Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Shawn Keough, President of the Village of Dexter, a Michigan municipal corporation, and by Donna Dettling, Manager of the Village of Dexter, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

- Exhibit A     Grantor Parcel
- Exhibit B     The Well/Water Main Easement
- Exhibit C     Plans and Specifications for Well and Water Main

Drafted by and when recorded return to:

Brandy L. Mathie, Esq.  
Miller Canfield Paddock and Stone, PLC  
101 N. Main Street, 7<sup>th</sup> Floor  
Ann Arbor, MI 48104  
(734) 668-7621

AALIB:543503.2\022912-00003

12/16/08 5:17 PM

<b>Village of Dexter Projects</b>				
<i>Project name</i>	<i>Limits</i>	<i>Needed improvement</i>	<i>Estimated Cost</i>	<i>Jobs created</i>
Phase II (Main St Bridge) - Dexter-Pinckney Rd	Island Lake Rd to Main St Bridge	Installation of a roundabout at the intersection of Main St and Dexter-Chelsea Rd. Construction of a new railroad viaduct to allow two-way traffic under the railroad.	\$ 5,500,000.00	36
Central Street	Fifth St to Village Limits	Reconstruction of Central Street to meet truck route requirements. Installation of streetscape enhancement.	\$ 2,000,000.00	13
Third Street	Central St to Broad St	Reconstruction of Third Street to meet truck route requirements.	\$ 400,000.00	3
Baker Rd	Dan Hoey Rd to Main St	Road rehabilitation to maintain the road and extend road life.	\$ 450,000.00	3
Dexter-Ann Arbor Rd	Meadowview to Main St	Road rehabilitation to maintain the road and extend road life.	\$ 600,000.00	4
Dexter-Ann Arbor Rd	Meadowview to Kensington	Add center left-turn lane and on-street bike lanes	\$ 400,000.00	3
Road Maintenance	Throughout the Village	The road maintenance program used the RoadSoft program to determine how to plan for future road maintenance in the Village. The Village established the road maintenance program based on the deteriorating roads and expected life.	\$ 500,000.00	3
Drill Fifth Well and Transmission Main	At the Dexter High School and along Shield and Parker Rds	Due to less available capacity - construct add'l well at the Dexter HS property. Construct related treatment and pump house and transmission main along Shield and Parker Roads.	\$ 1,300,000.00	8
Upgrade High Service Pumps	Existing iron removal plant	Upgrade the existing high service pumps from 300 gpm to 400/450 gpm	\$ 250,000.00	2
Construct Emergency Storage	Location TBD	Construct 300,000-gallon storage as recommended by the MDEQ	\$ 1,300,000.00	8

Water Distribution System Improvements	Throughout the Village	Upgrade existing 4-inch cast iron water (approx 60-yr old) main to 8-inch ductile iron water main.	\$ 2,500,000.00	16
Equalization Basin	Wastewater Treatment Plant	Construct 400,000-gallon equalization basin to equalize sewage flow during large storm events.	\$ 2,545,000.00	17
Sanitary Sewer Rehabilitation	Throughout the Village	Rehabilitate existing sanitary sewer to prevent infiltration/exfiltration.	\$ 1,000,000.00	7
Village Hall	Location TBD	Construct new Village Hall for Village offices. Currently, renting space for offices, mtgs, etc.	\$ 2,000,000.00	13
Mill Creek Park	Along Mill Creek between RR and Shield Rd	Construct park in area with open space due to Mill Creek dam removal in July 2008. Construct multi-use non-motorized pathways, stormwater treatment, enhanced habitat, open areas, riparian buffer along the creek, educational components, etc.	\$ 2,000,000.00	13
Storm Channel Rehabilitation	East of Baker Road	Rehabilitate the channel between the storm system outlet and the proposed constructed wetland with step-pools and riparian buffers	\$ 48,000.00	1
Bio Swales and Rain Gardens	Throughout the Village	Construct 12 vegetated swales within public road right-of-way and 8 rain gardens on private property.	\$ 79,000.00	1
Constructed Wetlands	Along Mill Creek south of Grand St	Construct one wetland at two outfalls to the Mill Creek to naturally clean stormwater prior to entering Mill Creek.	\$ 273,000.00	2
Jeffords Street/Forest Street	Main Street to Broad Street	Widen and reconstruct Jeffords Street and Forest Street	\$ 1,000,000.00	7
Grand Street Storm Sewer	Baker Road east to end	Intall storm sewer and swales along Grand Street	\$ 170,000.00	1
Grand Street Water Main	Baker Road east to end	Install water main along Grand Street	\$ 140,000.00	1

AGENDA 12-22-08

ITEM I-4

## Village President Report

### Activities since December 8, 2008 Village Council meeting:

December 10, 2008 - CAPT/DART Meet and Greet - Village of Dexter hosted

December 11, 2008 - DDA Meeting

December 15, 2008 - Attended the Mill Creek Park Public meeting

December 17, 2008 - Meeting with local business owner and Ann Arbor Spark (with Jim Carson and Donna Dettling) to discuss future opportunities in Dexter.

December 18, 2008 - DAFD Board meeting (I may attend to learn more about the discussions the Board is having).

### Future activities:

January 12, 2008 - Village Council Meeting

Have a Safe and Happy Holiday Season. I look forward to working with all of you in the 2009!

As always, please contact me with any questions,

Shawn Keough

(734) 426-5486 (home number)

**Gordon Hall Sewer Issue Meeting**  
**Washtenaw County**  
**Monday, December 15, 2008**  
**1:00 p.m. to 2:00 p.m.**

**Attendees:**

Washtenaw County - Director of Development Services Dan Myers, Director of Environmental Services Dick Fleece, Development Services Supervisor Leon Moore, Senior Sanitarian Dave Dean, Corporation Counsel Tim Reach, Corporation Counsel Brian Lynch  
Village of Dexter - Courtney Nicholls, Donna Fisher  
Webster Township - John Kingsley  
Washtenaw Engineering - Andre Torres  
Dexter Historical Society - Gil Campbell

Webster, DAHS, the Village and the County gave their current positions on the issue:

- Gil Campbell representing the DAHS explained that they submitted a request to the Village of Dexter to obtain water and sewer. UMRC offered to pay for either an upgrade to the septic system or connection to Village sewers. The DAHS was under the impression that the request was not going to be granted without annexation, so they withdrew the request and filed the request for septic testing with the County. The DAHS passed a resolution that stated they would not request annexation upon acceptance of the conservation easement money from Webster Township (conservation easement dated August 2008 is attached)
- Webster Township passed a ballot proposal in August 2005 stating that they will permanently preserve farmland, open spaces, etc "by funding the voluntary purchase of land or interests in land throughout the Township". Supervisor Kingsley explained that this language would not support using the money in the Village. When asked if the potential cityhood of the Village was the concern, he responded that this was not the issue, however he did not give a clear explanation of the real issue of why he felt the money could not be used to conserve land in the Village that is also in the Township.
- The Village of Dexter feels that because the property is covered under a clearly worded 425, the property should not receive water and sewer hook-ups until it is annexed into the Village. The Village is not interested in setting a precedent that could affect future requests from property owners within the area covered by the 425 by allowing Gordon Hall to receive sewer service without annexation.
- The County's legal counsel explained that the County cannot issue the permit because sewer hook-up is available. The County feels that the sewer service is available because it is stated in the 425 that both Webster and the Village have agreed to make it available through annexation.

Several ideas were discussed as solution to the problem:

- Supervisor Kingsley suggested that a consent judgment / injunctive relief be obtained. In this process a "friendly" lawsuit would be filed by the DAHS against the Village and the Township. The hope would be that the Township and Village could convince the judge to enter a consent judgment that modifies the 425 and requires the Village to allow the hookup, while the property remains in Webster Township. The benefit of this option is that because the order is given by a judge, it would not set a precedent for future property owners. A problem with this route is that a judge could instead decide that the DAHS should just repay the conservation funds and annex into the Village, as this is a monetary solution to the problem (Judge's typically look for a monetary solution as opposed to injunctive relief)

- Another proposed solution is the modification of the conservation easement. If the easement is modified to exclude the "building envelope" the farmland could remain solely in Webster Township and the residence could be annexed into the Village and receive water and sewer. The prorated part of the money received by the DAHS from Webster could be repaid (or not paid, as the two final payments of \$6900 from Webster to DAHS have not been made). Supervisor Kingsley made it clear that his board would not be open to this option, as several board members were against using the conservation money at all because of the DAHS' sale of land to UMRC.
- Re-opening the 425 was also proposed by the County's attorneys; however Supervisor Kingsley again felt that his board would not be receptive to this idea, due to past issues that transpired when reopening the 425 was suggested.
- Gil Campbell asked about repairing the septic instead of replacing it, due to the fact that the sewage level has decreased with the removal of the residences inside Gordon Hall. The County stated that now that they are aware that sewer service is "available" they would not allow a repair to be made to the system.

#### Next steps

The County's attorneys are going to issue a denial letter, with legal citations to back up the decision. The denial will be sent to all the parties who attended the meeting.

made of the waters of the state for sewage or other waste disposal purposes, shall file with the Commission a written statement setting forth the nature of the enterprise or development contemplated, the amount of water required to be used, its source, the proposed point of discharge of the wastes into the waters of the state, the estimated amount so to be discharged and a fair statement setting forth the expected bacterial, physical, chemical and other known characteristics of the wastes. Within 60 days of receipt of the statement, the Commission shall issue a permit stating such restrictions as in the judgement of the Commission may be necessary to guard adequately against such unlawful uses of the waters of the state as are set forth in Section 6. The Commission may deny a proposed new use in lieu of issuing a permit upon determining that unlawful pollution cannot be guarded adequately against by available waste treatment or control measures."

- D. Proposals for new or increased uses at existing structures shall comply with all provisions of these criteria.

IV. Connection to Public Utilities

Connection to a public sanitary sewer system is required when available as defined by Act 368, P.A. of 1978 (see Appendix B), and when the local governmental agencies having jurisdiction will allow connection to that sewer. In cases where the sanitary sewer is farther from the proposed facility than as defined in Act 368, connection may still be feasible and is encouraged. Prior to evaluation of a site where the availability of a public sewer system is in question, a statement regarding availability of the sewer should be obtained by the reviewing agency from the appropriate governmental entities.

In regard to multiple unit land developments, several factors other than those included in Act 368 must be considered in determining the availability of a public sanitary sewer system. No attempt is made to list those factors here.

V. Construction Plans, Permits, Inspections

The reviewing agency shall require the submittal of detailed construction plans, prepared by a registered professional engineer in private practice or registered sanitarian in private practice, for systems constructed under these criteria. Where the cost of the total project is \$15,000 or greater, Act 299, P.A. of 1980 requires that plans be submitted by a registered professional engineer only.

The requirement for submittal of plans may be waived at the discretion of the reviewing agency for small systems with flows less than 2,000 gallons per day (provided the cost of such a system is less than \$15,000).

*You will have three Proposals to vote on*

**OFFICIAL BALLOT  
GENERAL ELECTION  
WASHTENAW COUNTY, MICHIGAN  
TUESDAY, AUGUST 2, 2005  
WEBSTER TOWNSHIP  
@ PRECINCT**

**TO VOTE:** Completely darken the oval(s) opposite your choice(s), as shown:   
**IMPORTANT:** Use only a #2 pencil or the marking pen provided. **DO NOT USE RED INK!**

When you have completed voting, place the ballot in the secrecy sleeve so that votes cannot be seen and the numbered stub is visible. Return the ballot to the election official station at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

**NOTE:** If you make a mistake, return your ballot to the election official and obtain another. Do not attempt to erase any marks made in error.

WEBSTER TOWNSHIP PUBLIC SAFETY MILLAGE	FARMLAND AND OPEN SPACE LAND PRESERVATION MILLAGE	WEBSTER TOWNSHIP HEADLEE REDUCTION OVERRIDE MILLAGE
<p align="center"><b>PROPOSAL A PROPOSAL TO PROVIDE FUNDS FOR POLICE AND FIRE PROTECTION IN WEBSTER TOWNSHIP</b></p> <p>Shall the limitation on the total general ad valorem taxes which may be assessed in any one year upon real and tangible personal property in the Township of Webster, Washtenaw County, Michigan, as provided by Article IX, Section 6, of the Michigan Constitution, be increased by two mills (\$2.00 per \$1,000 of taxable value) for a period of five years, the years 2005 through 2009, inclusive, for the purpose of providing police and fire protection for the Township of Webster, and shall the Township levy this millage increase for those purposes, thereby raising in the first year an estimated \$681,470.00?</p> <p>Should this proposal be approved?</p> <p align="right">YES <input type="radio"/> NO <input type="radio"/></p>	<p align="center"><b>PROPOSAL B PROPOSAL TO PERMANENTLY PRESERVE FARMLAND AND OPEN SPACE THROUGHOUT THE TOWNSHIP BY PROVIDING FUNDING FOR THE VOLUNTARY PURCHASE OF LAND OR INTERESTS IN LAND</b></p> <p>Shall the Township of Webster permanently preserve farmland, open space, wildlife habitat, scenic views, and protect drinking water sources and the water quality of rivers and streams, and provide new parks, recreational opportunities and trails by funding the voluntary purchase of land or interests in land throughout the Township, and enable the Township to take advantage of matching funds in the City of Ann Arbor and elsewhere, by increasing the authorized millage for ad valorem taxes for the Township of Webster by 0.5 mills (\$.50 per \$1,000 of taxable value) for the five fiscal years 2005 through 2009, inclusive. In the first year the estimated revenue will be \$170,368.00.</p> <p>Should this proposal be approved?</p> <p align="right">YES <input type="radio"/> NO <input type="radio"/></p>	<p align="center"><b>PROPOSAL C PROPOSAL TO RESTORE THE MILLAGE RATE TO THE TOWNSHIP TO THE RATE WHICH EXISTED BEFORE THE HEADLEE AMENDMENT</b></p> <p>Shall the previous voted fixed millage rate authorized at 1.16 mills which has been reduced to .7899 mills due to the required Headlee Reduction be increased by .3701 mills for levy on taxable value (\$0.37 per \$1,000 of taxable value on real and tangible personal property) within Webster Township for the five fiscal years 2005 through 2009, inclusive, for township operating purposes; which levy will raise in the first year of levy the sum of \$126,106.00.</p> <p>Should this proposal be approved?</p> <p align="right">YES <input type="radio"/> NO <input type="radio"/></p>

Printed by Authority of the Webster Township Election Commission

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OFFICIAL SEAL

08/07/08

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Washtenaw Co., MI

Lawrence Kestenbaum

Clerk Register

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Lawrence Kestenbaum, Washtenaw

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[SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION]

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## CONSERVATION EASEMENT

This CONSERVATION EASEMENT is made as of the Effective Date by the Owner and the Grantee set forth below, on the terms and conditions contained herein.

**EFFECTIVE DATE:** July 15, 2008

**OWNER:** Dexter Area Museum, a Michigan nonprofit corporation d/b/a Dexter Area Historical Society and Museum, 3443 Inverness Dexter MI 48130

**GRANTEE:** Webster Township, a Michigan municipal corporation 5665 Webster Church Rd. Dexter MI 48130

For purposes of this Conservation Easement, the "Owner" shall include all successors and assigns of the interest of the current Owner in all or any portion of the Property.

**PROPERTY:** Approximately 20 acres of land located in Webster Township, Washtenaw County, Michigan, as legally described on Exhibit A attached to this Conservation Easement and made a part hereof.

**Parcel I.D. No.:** C-03-31-300-004<sup>024</sup> (CAL)

**CONVEYANCE:** Owner grants, conveys and warrants to Grantee a perpetual conservation easement over the Property (the "Conservation Easement") with the scope and on the terms and conditions set forth in this Conservation Easement for and in consideration of \$32,923.00, payable from the Grantee's land preservation millage revenues as follows: An installment of \$19,753.95 was paid by Grantee from the millage revenues on or before the Effective Date. The balance due shall be paid by Grantee from the millage revenues in two (2) equal annual payments of \$6,584.65 each, the first due on or before the first anniversary of the Effective Date and the

Jordan Hall Conservation Easement

STATE OF Michigan  
Washtenaw Co  
08/07/2008  
7624



REAL ESTATE TRANSFER TAX

\$36.30 - C  
\$247.50 - S  
# 109175



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second due on or before the second anniversary of the Effective Date

**OWNER AND GRANTEE AGREE TO THE FOLLOWING:**

**PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF OWNER AND GRANTEE.**

1. This Conservation Easement is made to preserve the Property perpetually in its predominantly scenic, agricultural and open space condition. The purposes of this Conservation Easement are to protect the Property's natural resource and watershed values, agricultural soils, viewsheds and historic structures. Any uses of the Property that impair or interfere with the Conservation Values (defined below) are expressly prohibited.
2. For the purposes of this Conservation Easement, the Owner and Grantee acknowledge and agree that the historic values embodied in certain buildings on the Property, and identified in the Baseline Report, shall be construed as part of, and consistent with, the scenic, agricultural and open space Conservation Values identified in this Conservation Easement.
3. Owner is committed to preserving the Conservation Values of the Property and protecting the Property's historic structures and scenic views that are important symbols of the surrounding community. Owner shall confine use of the Property to activities consistent with both the express provisions of this Conservation Easement and the preservation of the Conservation Values.
4. Grantee is a qualified recipient of the Conservation Easement, is committed to preserving the Conservation Values of the Property and to upholding the terms of this Conservation Easement.

**CONSERVATION VALUES.** The Property possesses natural, scenic, agricultural, biological, historic and open space values of prominent importance to Owner, Grantee and the public. These values are referred to as the "**Conservation Values**" in this Conservation Easement. The Conservation Values include the following:

**OPEN SPACE and SCENIC:**

1. A scenic landscape and natural character which would be impaired by modification of the Property.
2. A scenic panorama visible to the public from publicly accessible sites which would be adversely affected by modifications of the natural habitat.
3. Relief from urban closeness.



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4. Prominent visibility to the public from Island Lake Road and Dexter-Pinckney Road, which will enhance tourism if preserved in its natural state.
5. Biological integrity of other land in the vicinity has been modified by intense urbanization, which is expected to continue.

#### **PUBLIC POLICY:**

6. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52: "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety and general welfare of the people. The legislature shall provide for the protection of the air, water and other natural resources of the state from pollution, impairment and destruction."
7. The Property is preserved pursuant to a clearly delineated federal, state or local conservation policy and yields a significant public benefit. The following legislation, regulations and policy statements establish relevant public policy:
  - a. Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.2140 *et seq.*;
  - b. Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
  - c. Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
  - d. Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, a.k.a. "Section 404" Clean Water Act.);
  - e. Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.36101 *et seq.*;
  - f. Soil Conservation, Erosion and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq.*; 324.9301 *et seq.*; (Legislative Policy § 324.9302);

- g. The United States Internal Revenue Code (“IRC”), at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. SS 1.170A-14 *et seq.*, as amended.
8. The Washtenaw County Historic District Commission has recognized the importance of the Property as an historical resource, by designating the Property as an historic district in 2001. Particularly, the Property is the site of Gordon Hall, an historic structure and important community symbol that is listed on the National Register of Historic Places.
9. Webster Township has designated its portion of the Property as “Other Public Lands” in its Master Plan dated August 31, 2005.
10. Webster Township has adopted the following documents as policy: Purchase of Development Rights Ordinance (2005-01, adopted August 16, 2005); and Zoning Ordinance (adopted October 18, 2005, as amended).

**WATERSHED PROTECTION:**

11. The Property provides important open space land within the watershed of Mill Creek and the Huron River. Protection of the Property in its open space condition helps to ensure the quality and quantity of water resources for the Dexter area.

**ADJACENT TO PROTECTED LANDS:**

12. The Property lies in proximity to the following conserved properties which similarly preserve the existing natural habitat: Smith Woods Park and a perpetual conservation easement on adjoining land owned by the Owner in Scio Township.
13. Preservation of the Property enables the Owner to integrate the Conservation Values with other neighboring lands.

**FARMLAND:**

14. The Property consists entirely of “prime farmland” and “farmland of local importance” as classified by the U.S. Department of Agriculture and the Natural Resources Conservation Service.
15. The Property has a long history of productive farming and contains significant areas with soil classifications designated as Spinks loamy sand, Fox sandy loam, Kidder sandy loam and Miami loam.
16. The Property is located within Webster Township, a community with an agriculture-based economy, in an area presently experiencing rapid development, including the subdivision of prime farmland.



**BASELINE DOCUMENTATION.** Owner and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Property at the time of this grant are as documented in a Baseline Documentation Report, dated \_\_\_\_\_, 2008 (the "**Baseline Report**"), prepared by the Grantee and signed and acknowledged by the Owner and the Grantee and that such Baseline Report (including any attached reports, maps, photographs and other documentation) conclusively establishes the condition of the Property as of the recording date of this Conservation Easement. Grantee may use the Baseline Report in enforcing provisions of this Conservation Easement, including without limitation any use of the Baseline Report to show a change of conditions.

**PERMITTED USES.** Owner retains all right, title and interest in and to the Property except as expressly restricted by this Conservation Easement including but not limited to:

1. Right to Convey. Owner retains the right to sell, mortgage, bequeath or donate all of the Property. Grantee agrees that Owner may convey up to two (2) acres of the Property adjacent to Island Lake and/or Dexter-Pinckney Road, as applicable, to the Washtenaw County Road Commission ("**WCRC**") for the purpose of widening and altering the route of the road to create a new viaduct under the railroad grade free from the use restrictions set forth in this Conservation Easement. Except for the foregoing conveyance to the WCRC, any other conveyance of all the Property will remain subject to the terms of this Conservation Easement. All subsequent Owners, including without limitation any mortgagee taking possession of the Property by foreclosure or deed-in-lieu of foreclosure, will be bound by all obligations in this Conservation Easement.
2. Agricultural Use. Owner retains the right to continue Agricultural Use. For purposes of this Conservation Easement "**Agricultural Use**" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae, equines and similar animals; berries; herbs; flowers; seeds; grasses; fruits; vegetables; and other similar uses and activities. Agricultural Use must conform to the Michigan Department of Agriculture's Generally Accepted Agricultural Management Practices (GAAMPS). The installation and maintenance of fencing for Agricultural Use is permitted as is the construction of temporary seasonal structures such as produce stands.
3. Forestry. Owner retains the right to conduct forestry activities for domestic purposes pursuant to a forestry plan approved by Grantee that does not materially impair the Conservation Values. Domestic forestry includes the cutting of firewood (only for heating of residences and other structures on the Property), blowdowns, dead and diseased trees, the removal of trees and hedge rows to improve the farming operation and trees that pose threats to persons or property.



No practice or forestry plan shall include provisions allowing clear cutting or even-aged management.

4. Right to Cut Vegetation. Crops grown on the Property may be harvested. Invasive species having a negative impact on Agricultural Use or on other native species may be removed. The cutting or removal of trees or vegetation which pose a threat to human life or property and reasonable pruning and trimming are permitted.
5. Right to Conduct Ecological Restoration. Owner retains the right to conduct ecological restoration on the Property. Ecological restoration includes, but is not limited to, planting native species, removing non-native or invasive species, installing erosion control structures, or installing fencing necessary for the re-establishment of native vegetation.
6. Right to Operate Motorized Vehicles. Owner retains the limited right to operate motorized vehicles on the Property for agricultural and maintenance purposes and other motorized vehicles for personal use, as long as the use does not adversely affect the Conservation Values identified above. Motorized construction vehicles necessary for the installation of public utilities along Island Lake Road and Dexter-Pinckney Road, in the Spring and Summer of 2008 may be operated within 100 feet of the centerline of such public roads.
7. Right to Place Signs. Owner retains the right to place signs on the Property in compliance with applicable laws relating to permitted activities as described in this section, or stating one or more of the following items, namely: (a) the name and address of the Property; (b) Owner's name; (c) that the Property is protected by this Conservation Easement; (d) that any unauthorized entry or use is prohibited; (e) that the Property is for sale or rent; and (f) the sale of agricultural products grown on and hand crafted items made on the Property. Any signs on the Property shall comply with the Township sign ordinance and other applicable laws and regulations. To maintain the scenic qualities protected by this Conservation Easement, any other signs placed on the Property require prior written approval of the Grantee.
8. Right to Maintain and Replace Existing Structures and Roads. To the extent consistent with Agricultural Uses and this Conservation Easement, and in accordance with applicable laws and ordinances, Owner retains the right to maintain, improve, renovate or replace the existing buildings and structures noted in the Baseline Report, including existing fences, stormwater detention basins and roads.
9. Right to Add Designated Structures and Uses. To the extent consistent with the Conservation Values and in compliance with this Conservation Easement and applicable laws and ordinances, the Owner retains the right to add the following structures or uses on the Property in the building envelope (the "Building

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**Envelope**”) identified in the Baseline Report and legally described on Exhibit B to this Conservation Easement.

- a. any historical building such as was previously present on the Property, including restoration of the historic mansion,
- b. any agricultural building.
- c. parking areas to service existing and new buildings.

Prior to beginning construction of any additional improvements, Owner will provide a written plan to Grantee for review and approval as described in Section F.5 below.

10. Right to Lease. Owner retains the right to lease all or a portion of the Property for purposes consistent with this Conservation Easement. Any lease shall be subject to the terms of this Conservation Easement and shall incorporate by reference the terms of this Conservation Easement.
11. Right to Service Property with Non-Commercial Water Wells. Owner may install water wells for the purpose of irrigating and processing crops grown on the Property, watering animals raised on the Property and domestic use, including serving the historic mansion as a community museum as provided in Section D.14. Water wells may not be installed to serve any building or purpose outside of the Building Envelope as identified in the Baseline Report, except as provided in Section E.6.
12. Recreational Activities. Consistent with the Conservation Values and/or Agricultural Use of the Property, recreational and educational activity is permitted so long as such activity is consistent with the purposes of this Conservation Easement and does not adversely affect the soils and/or agricultural operations on the Property. Specifically, the Owner may construct hard-surface trails running from the Village of Dexter to the historic mansion along only that portion of the Property bordering Island Lake Road and Dexter-Pinckney Road within forty feet (40') of the centerline of such roads.
13. Drain Tiles and Irrigation Ponds. Owner may install new and repair existing drain tiles and irrigation ponds exclusively pertaining to Agricultural Use of the Property and subject to the NRCS Conservation Plan.
14. Right to Operate Museum. Owner may operate and maintain a non-profit community museum and educational facility, administrative offices and necessary parking accommodations within the Building Envelope identified in the Baseline Report.



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**PROHIBITED ACTIONS.** Any activity on, or use of, the Property which is inconsistent with the purposes of the Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example and not as a limitation, the following activities and uses are explicitly prohibited:

1. Division. Any division or subdivision of the Property is prohibited, including subjecting the Property to a condominium or planned unit development, except for the conveyance to the WCRC of up to two acres of land adjacent to Island Lake Road and/or Dexter-Pinckney Road as set forth in Section D1.
2. Commercial Activities. Any commercial activity on the Property other than that associated with Agricultural Use is prohibited. Recreational and educational activity is permitted as long as such activity (i) is consistent with the purposes of the Conservation Easement, (ii) does not involve the construction of any improvements on the Property other than those authorized within the Building Envelope in the Baseline Report, (iii) does not adversely impact the soils and/or agricultural operations on the Property or (iv) does not impair any of the Conservation Values. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or helicopters pads, motorcross biking or any other improvement or activity inconsistent with the Conservation Values or current or future agricultural production be permitted on the Property.
3. Industrial Activities. Except for the Agricultural Use, any manufacturing or industrial activity on the Property, including any storage or warehouse use, is prohibited.
4. Construction. The placement or construction of any improvements to the Property—such as, but not limited to, buildings, roads, camping accommodations, mobile homes and parking lots—is prohibited except as specified in D.9 and D.12 above and except for strictly agricultural improvements such as erosion control and check dams, fences or seasonal structures such as duck or deer blinds. The Owner shall have the right to maintain and repair roads identified in the Baseline Report in substantially the same condition as existing on the Effective Date.
5. Cutting Vegetation. Any cutting of trees or vegetation on the Property is prohibited, except for activities permitted in Sections D.2, 3 and 4 above.
6. Land Surface Alteration. Any mining, oil and natural gas exploration or extraction, filling, excavating, dredging or non-farming related alteration of the surface of the land is prohibited, including any removal of any substance that must be quarried or removed by methods that will consume or deplete the surface of the land, including, but not limited to, the removal of topsoil, sod (except as provided in Section D.2 above), sand, gravel, rock, minerals, peat or other materials, building of roads or changes in the topography of the Property in any manner. Owner may use topsoil, sand, gravel and rock to maintain existing farm lanes on the Property or make landscape alterations consistent with existing



Agricultural Use on the Property, such as reshaping of the land to improve “air drainage” for fruit production or the removal of a sand ridge to accommodate agricultural equipment on the Property. Any surface mining for on-farm use shall be limited to one (1) acre in size and shall be returned to its original topographic condition within one (1) year from the date the activity ceased. Any land surface alteration shall be conducted in accordance with an NRCS approved Conservation Plan, shall require the written approval of Grantee prior to implementation and shall be consistent with the purpose of this Conservation Easement. Development or installation of commercial water wells on the Property is prohibited unless an exception is granted in writing by the Webster Township Board of Trustees for purposes of providing municipal water supply. Parking surfaces to serve a museum and administrative offices may be constructed and maintained within the Building Envelope identified in the Baseline Report. The land surface may be altered during the installation of public utilities along Island Lake Road and Dexter-Pinckney Road in the Spring and Summer of 2008, but impacted areas must be re-graded and re-seeded at the conclusion of that work, and for maintenance of the stormwater detention basin.

7. Dumping. Processing, storage, dumping or disposal of liquid or solid waste, refuse or debris on the Property is prohibited, except for properly designed and approved on-site septic systems serving the human occupants of the Property. This provision shall not be construed to preclude the on-site use of plant and animal waste or the burning of domestically-produced material in a manner consistent with Agricultural Use and applicable federal, state and local laws and regulations. The temporary piling of material such as sand, gravel and topsoil is permitted within 100 feet of the centerline of Island Lake Road or Dexter-Pinckney Road, as applicable, during the installation of public utilities during the Spring and Summer of 2008, and for maintenance of the stormwater detention basin.
8. Water Courses. Natural water courses, wetlands or other bodies of water may not be altered.
9. Off-Road Recreational Vehicles. Motorized recreational off-road vehicles—such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles and motorcycles—may not be operated off of designated roads or trails on the Property.
10. Billboards. Billboards are prohibited.
11. Additional Prohibited Actions. Any activity on or use of the Property which is inconsistent with Agricultural Use or this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:



- a. New Roads and Paved Paths. No new roads may be constructed outside of the designated Building Envelope, except for unpaved roads necessary for Agricultural Use on the Property and provided the impact to prime, unique and important soils is minimized. Hard-surface trails may be constructed only as specified in Section D.12.
- b. Buildings and Paved Areas Limited to Building Envelope. The construction or placement of buildings, camping accommodations, mobile homes, any other structures or paved areas is prohibited, except as herein noted: structures or paved areas may be constructed for uses consistent with Agricultural Use, so long as they are built within the designated Building Envelope. Structures and paved areas must be in conformance with all applicable federal, state and local laws, ordinances and regulations. Owner shall provide written notice to the appropriate Grantee of proposed buildings for review and approval pursuant to Section F.5 below. No notice is required for the construction of fences and seasonal structures such as duck or deer blinds.
- c. New Utilities; Easements. Installation of new utilities is prohibited, except that Owner may install utilities necessary for uses of the Property permitted under this Conservation Easement as long as such installation is consistent with the purposes of this Conservation Easement, is not detrimental to the Conservation Values and the work is performed in a manner that minimizes to the greatest extent possible the adverse affect on prime, unique and important soils and on scenic viewsheds. Under no circumstance may the topography be altered permanently. All earth movement must occur within a time frame of less than six (6) months, and the topography must be returned to pre-existing conditions in accordance with the Baseline Report within six (6) months after commencement of such activity. Future utility or other easements shall be subordinate to this Conservation Easement. Not less than sixty (60) days prior to granting any easement, Owner shall notify Grantee of the proposed easement and obtain Grantee's approval, which shall not be unreasonably withheld so long as such easement complies with the intent and purposes of this Conservation Easement. Installation of public utilities along that portion of the Property bordering Island Lake Road and Dexter-Pinckney Road in the Spring and Summer of 2008 is permitted.
- d. Viewshed. Owner may not allow trees to block the viewshed of the historic mansion from Island Lake Road or Dexter-Pinckney Road, including the planting of Christmas trees or nursery stock.

**RIGHTS OF THE GRANTEE.** Owner confers the following rights upon Grantee to perpetually enforce this Conservation Easement and maintain the Conservation Values of the operty:

1. Right to Enter. Grantee, its agents or designees have the right to enter the Property during daylight hours, with prior notice, to monitor the Property or to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. Grantee may not, however, unreasonably interfere with Owner's use and quiet enjoyment of the Property. Grantee has no right to permit others to enter the Property for purposes unrelated to this Conservation Easement. The general public is not granted access to the Property pursuant to this Conservation Easement.
2. Right to Preserve. Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
3. Right to Require Restoration. Grantee has the right to require the Owner to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement or detrimental to the Conservation Values of the Property.
4. Signs. Grantee has the right to place signs on the Property in compliance with applicable law which identify the land as protected by this Conservation Easement and do not interfere with Owner's Agricultural Use of the Property. The number and location of any signs are subject to Owner's reasonable approval.
5. Right to Review and Approve. Wherever Grantee is granted the right to review and approve any proposed plan for the use, modification, restoration or exploitation of any portion of the Property or improvements on the Property, such approval shall be granted or denied by the Webster Township Board of Trustees, in writing, within ninety (90) days of the date Grantee receives from Owner written notice of the proposed plan, in sufficient detail to allow Grantee to properly assess the plan. Grantee may deny Owner's request only upon a reasonable determination by Grantee that the proposed plan would be inconsistent with the terms of this Conservation Easement, the Webster Township Purchase of Development Rights Ordinance (as it exists on the date of this Conservation Easement) or detrimental to the Conservation Values of the Property.
6. Right to Enforce. Grantee has the right to enforce the terms of this Conservation Easement and the covenants and conditions contained herein by proceedings at law or in equity, including but not limited to, the right to require restoration of the Property to the condition at the time of the grant of this Conservation Easement, as set forth in the Baseline Report.

**GRANTEE'S REMEDIES.** This section addresses cumulative remedies of Grantee, along with limitations on these remedies.

1. Notice and Demand. If Grantee determines that Owner is in violation of this Conservation Easement, or that a violation is threatened, Grantee shall provide

written notice to Owner. The written notice shall identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

If at any time, however, Grantee determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required. Grantee may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

If Grantee determines that this Conservation Easement is, or is expected to be, violated, and Grantee's good-faith and reasonable efforts to notify Owner is unsuccessful, Grantee may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting Owner's opportunity to cure. Owner agrees to reimburse all reasonable costs associated with this effort.

2. Failure to Act. If, within thirty (30) days after written notice, Owner does not complete corrective measures requested by Grantee, Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, or if an Owner is unable to be notified, Grantee may invoke these same remedies without notification and/or awaiting the expiration of the 30-day period.

Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses and/or an order compelling Owner to restore the Property. If the court determines that Owner has failed to comply with this Conservation Easement, Owner shall also reimburse Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by Grantee.

3. Actual or Threatened Non-Compliance. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Owner agrees that Grantee's claim for money damages for any violation of the terms of this Conservation Easement is inadequate. Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damage to the Conservation Values.
4. Delay in Enforcement. A delay in enforcement is not, and shall not be construed as, a waiver of Grantee's right to enforce the terms of this Conservation Easement at a subsequent time.
5. Acts Beyond Owner's Control. Notwithstanding the Owner's obligations under this Conservation Easement and the Grantee's rights to require restoration of the

Property pursuant to Section F.3, the Owner shall have the following rights and obligations for acts or occurrences at the Property beyond the direct or indirect control of the Owner:

a. The Grantee may not bring an action against the Owner for modifications to the Property or damage to the Property or its Conservation Values resulting from natural causes beyond the Owner's control, including, but not limited to, natural disasters such as unintentional fires, floods, storms, natural earth movement or other acts of God that impair the Conservation Values.

b. The Owner shall be responsible for modifications or damage to the Property that impair or damage the Conservation Values at the Property and result from the acts of third parties whose use of or presence on the Property is authorized by the Owner. Owner shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by the Owner subject to the reasonable approval of the Grantee. The contents of the restoration plan shall be subject to the prior written approval of the Grantee, which shall not be unreasonably delayed or withheld.

c. In the event of an unauthorized third-party violation of the Conservation Values on the property, the Grantee shall not seek restoration or exercise remedies available to it if and so long as the Owner diligently pursues all available legal remedies against the violator. In the event illegal actions taken by unauthorized third parties impair the Conservation Values protected by this Conservation Easement, the Grantee reserves the right, either jointly or singly, to pursue all appropriate civil and criminal penalties to compel restoration.

6. Cumulative Remedies. The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Conservation Easement.

**NOTIFICATION PROVISION.** Grantee is entitled to written notice not less than sixty (60) days in advance whenever approval is required under this Conservation Easement, unless expressly provided otherwise in this Conservation Easement. For purposes of this Conservation Easement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the address shown at the top of this Conservation Easement, or at last known address of a party) by registered mail. All notices shall be deemed to have been duly given when hand delivered or when deposited, properly addressed, and registered with the U.S. Postal Service with sufficient pre-paid postage.

**CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.**

1. This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*

2. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq.*, as amended.
3. Grantee is qualified to hold conservation easements pursuant to these statutes.

**OWNERSHIP COSTS AND LIABILITIES.** In accepting and executing this Conservation Easement, Grantee shall have no responsibility or liability for costs, expenses, taxes, insurance or any other obligation related to the Property. Grantee's rights do not include the right, in the absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 *et seq.*). Neither Grantee, nor its trustees, officials, officers, employees and agents or any other person in his or her capacity as citizen of Webster Township, shall have any liability arising from injury or death to any person or physical damage on the Property. Owner or Owner's successors, transferees or assigns, agrees to indemnify Grantee against any costs, damages or losses (including attorneys fees and expert witness fees) incurred by Grantee relating to such claims. Owner is responsible for posting the Property's boundaries and for discouraging any forms of trespass upon the Property. This paragraph is intended to ensure that none of the liabilities attendant on land ownership are inadvertently transferred to Grantee under this Conservation Easement as Grantee will have no management responsibilities and will exercise no direct control over any potential hazards on the Property. Owner's liabilities under this paragraph transfer to a new owner upon any transfer of Owner's interest in the Property.

Owner shall indemnify, defend and hold harmless Grantee from any liability resulting from Owner's negligent acts, including, but not limited to, the release, use or deposit of any hazardous substance on the Property.

**CONSERVATION PLAN.** As required by section 1238I of the Food Security Act of 1985, as amended 3838i, Owner or any lessee of the Property shall conduct all agricultural operations on the Property in a manner consistent with a Conservation Plan prepared in consultation with the Natural Resources Conservation Service ("NRCS") and approved by the applicable conservation district (the "Conservation Plan"). This Conservation Plan shall be developed using the standards and specifications of NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the effective date. However, Owner may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to Owner, in order to monitor compliance with the Conservation Plan. The Conservation Plan shall be updated at least every ten years.

In the event of noncompliance with the Conservation Plan, NRCS shall work with Owner to explore methods of compliance and give Owner a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If Owner does not comply with the



Conservation Plan, NRCS will inform Grantee of Owner's noncompliance. Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with Owner to correct such noncompliance and (c) Owner has exhausted its appeal rights under applicable NRCS regulations.

If NRCS standards and specifications for highly erodible land are revised after the effective date of this Conservation Easement based on an Act of Congress, NRCS will work cooperatively with Owner to develop and implement a revised Conservation Plan.

**TITLE AND ENVIRONMENTAL WARRANTIES.** Owner warrants that (a) Owner has good and marketable fee simple title to the Property, has the right to convey this Conservation Easement and that the Property is free and clear of all encumbrances; and (b) Owner has no knowledge of any release of hazardous substances or hazardous wastes (as those terms are defined under any federal, Michigan or local law, ordinance or regulation) or threatened release of hazardous substances or hazardous wastes on the Property. Owner agrees to indemnify Grantee against any costs, damages or losses (including attorneys' fees and expert witness fees) incurred by Grantee arising out of or related to the presence of hazardous substances or hazardous wastes at, on, under or which migrate from the Property.

**CESSATION OF GRANTEE EXISTENCE.** If Grantee shall cease to exist or if Grantee is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall be assigned to a unit of government or any entity having similar conservation purposes to which such right may be awarded under the cy pres doctrine. Such entity must be a "qualified organization" for purposes of IRC Section 170(h).

**TRANSFER OF THE EASEMENT.** Grantee may transfer this Conservation Easement to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.

**TERMINATION OR EXTINGUISHMENT.** This Conservation Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request to terminate made by Owner and Grantee and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of this Conservation Easement.

**PROCEEDS FOR TERMINATION, EXTINGUISHMENT, CONDEMNATION, CONVEYANCE OR ANNEXATION.** If this Conservation Easement is extinguished or terminated, or the Property is condemned or conveyed by sale, then Grantee is entitled to its proportional share each of the gross sale proceeds or condemnation award representing an amount equal to the product of (i) the sale price or condemnation award multiplied by a fraction, (ii) the numerator of which is the difference between the

unrestricted fair market value of the Property less the appraised value of the Property subject to this Conservation Easement and the denominator of which is unrestricted fair market value of the Property as these values are determined by a qualified appraiser on the date this Conservation Easement is extinguished or terminated, or the Property is condemned or conveyed.

**LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.2140 *et seq.*

**SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

**EASEMENT AND COVENANT RUNNING WITH THE LAND; SUCCESSORS.** This Conservation Easement is a covenant running with the land, and is binding upon, and inures to the benefit of, Owner and Grantee and their respective successors, transferees, heirs, beneficiaries and assigns and all others having an interest in the Property. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the current Owner. This Conservation Easement is expressly declared to be enforceable in accordance with its terms regardless of any lack of privity of estate or contract or lack of benefit running to particular land pursuant to the Michigan Natural Resources and Environmental Protection Act, MCL 324.2141, as the same may be amended from time to time.

Upon transfer of the Property, or interest in the Property, from one landowner to another, the conveyance document shall expressly refer to this Conservation Easement and be subject to its terms.

**SUBORDINATION.** Any mortgage or lien arising before or on the date of this Conservation Easement shall be expressly subordinated to the terms of this Conservation Easement in a form acceptable to Grantee before consideration is paid. Such mortgagee shall provide a written subordination agreement.

**AMENDMENT.** This Conservation Easement may be amended only in writing and executed by the Owner and Grantee and, then, only in accordance with the Webster Township Purchase of Development Rights Ordinance and only if, in the sole and exclusive judgment of Grantee, such amendment furthers and is consistent with the purposes of this Conservation Easement. No amendment shall affect the perpetual duration of the Conservation Easement. Valid reasons for granting an amendment are as follows: (a) clarification of language; (b) relinquishment of retained rights by Owner; (c) change in location of a structure or use or d) as a response to changes in agricultural technology. Amendments shall result in no net decrease in the amount of preserved land and shall have no negative impact to the Conservation Values. In order to be effective, any such amendment must also comply with all applicable laws and regulations and be

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L-4694 P-178

recorded with the Washtenaw County Register of Deeds. Nothing in this paragraph shall require Grantee or Owner to agree to an amendment.

**TERMINATION OF RIGHTS AND OBLIGATIONS.** All rights and obligations of Grantee and Owner under this Conservation Easement shall terminate upon transfer of such party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

**MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.

**ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior writings, discussions or understandings.

**TRANSFER BY OWNER.** Owner agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which Owner transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year. Owner further agrees to give written notice to Grantee of the transfer of any such interest not less than thirty (30) days prior to such transfer. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability.

**NO MERGER.** Prior to Grantee obtaining fee title to the Property, Grantee shall transfer this Conservation Easement to a qualified state or local government agency or non-profit organization, which at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.

**EFFECTIVE DATE.** Owner and Grantee intend that the restrictions arising hereunder take effect on the day and year set forth above.

**RECORDING.** This Conservation Easement shall be recorded as soon as possible, in no event later than thirty (30) days following the Effective Date, in the office of the Register Deeds for Washtenaw County, Michigan, after all required signatures have been affixed hereto. Grantee may re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.



ACS-5860781-EAS-2008-21  
Lawrence Kestenbaum, Washtenaw

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08/07/08

L-4694 P-178

WITNESS WHEREOF, Owner and Grantee have executed this Conservation Easement as of  
date above.

[ER:

Dexter Campbell  
Dexter Area Historical Society and Museum,  
assumed name for Dexter Area Museum, a  
Michigan nonprofit corporation

STATE OF MICHIGAN )

WASHTENAW COUNTY )

Witnessed before me on this 21<sup>ST</sup> of July, 2008, by  
Dexter Campbell, known to me to be the President of the  
Dexter Area Historical Society and Museum.

Notary Public

Washtenaw County, Michigan

LORI K. RUSSO  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires December 8, 2013  
Acting in the County of Washtenaw

My commission expires: \_\_\_\_\_





VENDOR APPROVAL SUMMARY REPORT

Date: 12/17/2008

Time: 11:49am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	INSTALL SERVER DPW	568.40	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	DEPOSIT FEE REFUND	1,218.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	2 5-GAL	11.50	0.00
AT&T	AT&T	734-424-1425	101.17	0.00
ALLISON BISHOP	MENARD/ALL	EXPENSE REPORT	289.40	0.00
BOULLION SALES	BOULLION	NYLON BRUSH	811.14	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	BAKER ROAD OVERLAY	365.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	1 WATER	4.25	0.00
CINTAS CORPORATION	CINTAS	VILLAGE OFFICES	687.48	0.00
COFFEE CONNECTION	COFFEE CON	WWTP	43.35	0.00
COMCAST - DPW	COMCAST -	12/19-01/18-09	59.08	0.00
DAS MANUFACTURING INC.	DAS	DURACAST STARTER KIT	311.41	0.00
DEXTER AREA FIRE DEPARTMENT	DAFD	4TH QUARTER PAYMENT	82,661.00	0.00
DEXTER COMMUNITY EDUCATION	DEX EDUCAT	CLASSROOM RENTAL	90.00	0.00
DEXTER LIONS CLUB	DEXTER LIO	15' CHRISTMAS TREE FOR VILLAGE	150.00	0.00
DEXTER MILL	DEX MILL	SUNNY LAWN BAG	118.22	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	12.16	0.00
DEXTER WIRELESS GIANT	DEXTER WIR	BATTERIES	55.98	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	EDGE BOLTS	217.93	0.00
ANDREA DORNEY	DORNEY/AND	EXPENSE REPORT	14.55	0.00
DTE ENERGY	DET EDISON	OUTDOOR LIGHTING	16,973.95	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	264.00	0.00
EARTHLINK INC.	EARTH	MONTHLY FEE	4.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	METERS	4,894.98	0.00
FLORENCE CEMENT CO	FLORENCE C	CONSTR. ESTIMATE NO 5 FINAL	17,966.21	0.00
FORT DEARBORN	FORT DEAR	AIKEN & VIEBAHN	233.40	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	BILLING PERIOD 01/01-02/01/09	527.86	0.00
GRAPHIC CONTROLS	GRAPHIC CO		156.96	0.00
GREEN DAK TIRE, INC.	GREEN OAK	STERLING	1,623.46	0.00
HACH COMPANY	HACH CO		302.10	0.00
HERITAGE NEWSPAPERS	HERITAGE N	COUNCIL MTG NOV 10	112.50	0.00
JJR, LLC	JJR, LLC	MILD POND PARK	12,954.47	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	NOV STATEMENT	305.01	0.00
MASTERCRAFT PLUMBING	MASTERCRAF	50 GAL WATER HEATER	2,725.00	0.00
METRO ENVIROMENTAL SERVICES	METRO ENVI	VACTOR SERVICE	1,361.25	0.00
MIDWESTERN CONSULTING	MIDWEST	TREE INVENTORY DATABASE	544.50	0.00
MISS DIG SYSTEM, INC.	MISS DIG	MISS DIG ANNUAL MEMEBERSHIP	195.60	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	DEC. 10TH INVOICE	466.83	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	150.67	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	NOVEMBER INVOICES	31,563.51	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	NOV STATEMENT	253.31	0.00
PRINTING SYSTEMS	PRINTING S	UTILITY BILLS	481.10	0.00
QUALITY COPY CENTER	QUAL COPY	COUNCIL BUSINESS CARDS	266.00	0.00
RADTKE TRUCKING, LLC	ROY R	LIME STONE AND SAND	1,410.00	0.00
RHOMAR INDUSTRIES, INC.	RHOMAR	LUBRA-SEAL	330.41	0.00
RICHARD BROTHERS PAINTING	RICHARD BR	GRAFFITI REMOVAL PUMP STATION	350.00	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	B/W AND COLOR	404.13	0.00
ROTO ROOTER	ROTO ROOTE	NOVEMBER STATEMENT	5,895.00	0.00
S.F. STRONG	SF STRONG	NOV. STATEMENT	85.57	0.00
SCIO TOWNSHIP TREASURER	SCIO TWSP	HD-08-06-127-014	3,322.66	0.00
SCOTT E. MUNZEL, PC	SCOTT MUNZ	WELL ON SCHOOL PROPERTY	1,690.00	0.00
SENSUS METERING SYSTEMS	SENS	YEARLY RENEWAL	1,320.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF		587.52	0.00
STATE OF MICHIGAN	DEQ REVENU	ANNUAL PERMIT DEXTER WWTP	1,950.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	HURON LIFT STATION	1,489.94	0.00
URBAN FORESTER, INC	URBAN FORE	TREE PRUNING SUGAR MAPLES	165.00	0.00
VERDIN COMPANY	VERDIN	MAINTENANCE AGREEMENT	500.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	12/08 DEXTER VILLAGE	34,125.75	0.00
WASTE MANAGEMENT	WASTE MANA	DPW SPECIAL PICK UP	38,254.08	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	OCT-DEC 08/JAN-MAR 09	9,499.98	0.00
Grand Total:			283,496.73	0.00

INVOICE APPROVAL LIST BY FUND

Date: 12/17/2008  
 Time: 11:51am  
 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						
101-101.000-727.000	Office Sup	QUALITY COPY CENTER	0		12/16/2008	266.00
		COUNCIL BUSINESS CARDS		080266		
101-101.000-955.000	Miscellaneous	DEXTER COMMUNITY EDUCATION	0		12/16/2008	90.00
		CLASSROOM RENTAL				
Total Village Council						356.00
Dept: Village Manager						
101-172.000-721.000	Health & L	FORT DEARBORN	0		12/16/2008	116.70
		AIKEN & VIEBAHN				
101-172.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008	127.93
		BILLING PERIOD 01/01-02/01/09				
101-172.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		12/16/2008	117.73
101-172.000-977.000	Equipment	STAPLES BUSINESS ADVANTAGE	0		12/16/2008	249.99
Total Village Manager						612.35
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC	0		12/16/2008	264.00
		LEGAL SERVICES		1250740		
101-210.000-810.000	Attorney F	SCOTT E. MUNZEL, PC	0		12/16/2008	165.00
		FINANACIAL AUDIT LETTER				
101-210.000-810.000	Attorney F	SCOTT E. MUNZEL, PC	0		12/16/2008	858.00
		MOBIL GAS STATION SIGN				
Total Attorney						1,287.00
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS	0		12/16/2008	22.50
		PARKS AND REC		322016		
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS	0		12/16/2008	90.00
		COUNCIL MTG NOV 10		1953840		
Total Village Clerk						112.50
Dept: Village Treasurer						
101-253.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008	37.30
		BILLING PERIOD 01/01-02/01/09				
101-253.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		12/16/2008	37.25
Total Village Treasurer						74.55
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC	0		12/16/2008	11.50
		2 5-GAL		1083586		
101-265.000-727.000	Office Sup	S.F. STRONG	0		12/16/2008	28.27
		NOV. STATEMENT				
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		12/16/2008	182.55
101-265.000-843.000	Property T	SCIO TOWNSHIP TREASURER	0		12/16/2008	1,938.03
		HD-08-06-210-056		15738		
101-265.000-843.000	Property T	SCIO TOWNSHIP TREASURER	0		12/16/2008	1,384.63
		HD-08-06-127-014		15574		
101-265.000-920.000	Utilities	DTE ENERGY	0		12/16/2008	1,014.88
		OUTDOOR LIGHTING				
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		12/16/2008	137.30
		DEC. 10TH INVOICE				
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION	0		12/16/2008	63.40
		VILLAGE OFFICES				
101-265.000-935.000	Bldg Maint	MASTERCRAFT PLUMBING	0		12/16/2008	930.00
		POLICE STATION		11325		
101-265.000-935.000	Bldg Maint	S.F. STRONG	0		12/16/2008	57.30
		NOV. STATEMENT				
101-265.000-936.000	Equip Serv	EARTHLINK INC.	0		12/16/2008	4.00
		MONTHLY FEE		386641485		
101-265.000-936.000	Equip Serv	RICOM AMERICAS CORPORATION	0		12/16/2008	404.13
		B/W AND COLOR		404251334		
101-265.000-937.000	Equip Main	ABSOLUTE COMPUTER SERVICES	0		12/16/2008	67.50
		ROUTER FOR STATIC		59818		
101-265.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES	0		12/16/2008	382.50
		INSTALL SERVER DPW		59855		
Total Buildings & Grounds						6,605.99

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Village Tree Program								
		101-285.000-803.000	Contracted	MIDWESTERN CONSULTING	0		12/16/2008	544.50
				TREE INVENTORY DATABASE		03088A-60		
		101-285.000-803.000	Contracted	URBAN FORESTER, INC	0		12/16/2008	165.00
				TREE PRUNING SUGAR MAPLES		24951		
								-----
				Total Village Tree Program				709.50
Dept: Law Enforcement								
		101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER	0		12/16/2008	34,125.75
				12/08 DEXTER VILLAGE		16954		
		101-301.000-920.000	Utilities	DTE ENERGY	0		12/16/2008	579.73
				OUTDOOR LIGHTING				-----
				Total Law Enforcement				34,705.48
Dept: Fire Department								
		101-336.000-803.000	Contracted	DEXTER AREA FIRE DEPARTMENT	0		12/16/2008	82,661.00
				4TH QUARTER PAYMENT				
		101-336.000-920.000	Utilities	DTE ENERGY	0		12/16/2008	724.66
				OUTDOOR LIGHTING				-----
				Total Fire Department				83,385.66
Dept: Planning Department								
		101-400.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008	36.54
				BILLING PERIOD 01/01-02/01/09				
		101-400.000-802.000	Profession	CARLISLE-WORTHMAN ASSOCIATES	0		12/16/2008	365.00
				BAKER ROAD OVERLAY		286-149		
		101-400.000-861.000	Travel & M	ALLISON BISHOP	0		12/16/2008	23.40
				EXPENSE REPORT				
		101-400.000-901.000	Printing &	ALLISON BISHOP	0		12/16/2008	266.00
				EXPENSE REPORT				-----
				Total Planning Department				690.94
Dept: Department of Public Works								
		101-441.000-721.000	Health & L	FORT DEARBORN	0		12/16/2008	116.70
				AIKEN & VIEBANH				
		101-441.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008	38.81
				BILLING PERIOD 01/01-02/01/09				
		101-441.000-740.000	Operating	DEXTER WIRELESS GIANT	0		12/16/2008	55.98
				BATTERIES				
		101-441.000-740.000	Operating	COFFEE CONNECTION	0		12/16/2008	43.35
				WTP		43703		
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		12/16/2008	281.80
				VILLAGE OFFICES				
		101-441.000-920.000	Utilities	DTE ENERGY	0		12/16/2008	1,881.55
				OUTDOOR LIGHTING				
		101-441.000-920.000	Utilities	COMCAST - DPW	0		12/16/2008	59.08
				12/19-01/18-09				
		101-441.000-920.000	Utilities	AT&T	0		12/17/2008	61.80
				734-424-1425				
		101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		12/16/2008	137.30
				DEC. 10TH INVOICE				-----
				Total Department of Public Works				2,676.37
Dept: Downtown Public Works								
		101-442.000-740.000	Operating	BOULLION SALES	0		12/16/2008	805.14
				NYLON BRUSH		168949		
		101-442.000-744.000	Holiday Di	DEXTER LIONS CLUB	0		12/16/2008	150.00
				15' CHRISTMAS TREE FOR VILLAGE				
		101-442.000-744.000	Holiday Di	LOWE'S BUSINESS ACCOUNT	0		12/16/2008	305.01
				NOV STATEMENT				
		101-442.000-802.000	Profession	VERDIN COMPANY	0		12/16/2008	500.00
				MAINTENANCE AGREEMENT				
		101-442.000-920.000	Utilities	DTE ENERGY	0		12/16/2008	789.12
				OUTDOOR LIGHTING				-----
				Total Downtown Public Works				2,549.27
Dept: Storm Water								
		101-445.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC	0		12/16/2008	442.00
				NOVEMBER INVOICES				-----
				Total Storm Water				442.00

Dept: Engineering

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
<b>Fund: General Fund</b>							
Dept: Engineering							
101-447.000-830.000	Engineerin		ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	994.00
							-----
					Total Engineering		994.00
Dept: Solid Waste							
101-528.000-805.000	Solid Wast		WASTE MANAGEMENT COMMERCIAL NOV. 08	0	3616320	12/16/2008	18,730.18
101-528.000-805.000	Solid Wast		WASTE MANAGEMENT RESIDENTIAL NOVEMBER 08	0	3625442	12/16/2008	17,500.90
101-528.000-805.000	Solid Wast		WASTE MANAGEMENT DPW SPECIAL PICK UP	0	3617912-1389-1	12/17/2008	2,023.00
101-528.000-901.000	Printing &		PRINTING SYSTEMS UTILITY BILLS	0	57161	12/16/2008	160.36
							-----
					Total Solid Waste		38,414.44
Dept: Parks & Recreation							
101-751.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 01/01-02/01/09	0		12/16/2008	6.26
101-751.000-740.000	Operating		DEXTER MILL SUNNY LAWN BAG	0	88757	12/16/2008	118.22
101-751.000-970.000	Capital Im		JJR, LLC MILL POND PARK	0	064089	12/17/2008	4,223.30
101-751.000-970.000	Capital Im		JJR, LLC MILD POND PARK	0	0064728	12/17/2008	8,731.17
							-----
					Total Parks & Recreation		13,078.95
Dept: Contributions							
101-875.000-965.001	CATS		WESTERN-WASH. AREA VALUE EXPR. OCT-DEC 08/JAN-MAR 09	0		12/17/2008	6,000.00
101-875.000-965.004	WAVE		WESTERN-WASH. AREA VALUE EXPR. OCT-DEC 08/JAN-MAR 09	0		12/17/2008	3,499.98
							-----
					Total Contributions		9,499.98
							-----
					Fund Total		196,194.98
<b>Fund: Major Streets Fund</b>							
Dept: Contracted Road Construction							
202-451.000-803.000	Contracted		RADTKE TRUCKING, LLC LIME STONE AND SAND	0		12/16/2008	990.00
202-451.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	2,502.75
202-451.000-974.009	Central St		ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	2,547.00
							-----
					Total Contracted Road Construction		6,039.75
Dept: Routine Maintenance							
202-463.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 01/01-02/01/09	0		12/16/2008	32.55
202-463.000-802.000	Profession		ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	1,125.63
							-----
					Total Routine Maintenance		1,158.18
Dept: Traffic Services							
202-474.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 01/01-02/01/09	0		12/16/2008	10.02
							-----
					Total Traffic Services		10.02
Dept: Winter Maintenance							
202-478.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 01/01-02/01/09	0		12/16/2008	20.03
							-----
					Total Winter Maintenance		20.03
							-----
					Fund Total		7,227.98
<b>Fund: Local Streets Fund</b>							
Dept: Contracted Road Construction							
203-451.000-970.000	Capital Im		FLORENCE CEMENT CO CONSTR. ESTIMATE NO 5 FINAL	0		12/16/2008	17,966.21

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: Local Streets Fund							
Dept: Contracted Road Construction							
						Total Contracted Road Construction	17,966.21
Dept: Routine Maintenance							
203-463.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008		10.02
		BILLING PERIOD 01/01-02/01/09					
203-463.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC	0		12/16/2008		1,491.13
		NOVEMBER INVOICES					
						Total Routine Maintenance	1,501.15
Dept: Traffic Services							
203-474.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008		2.50
		BILLING PERIOD 01/01-02/01/09					
						Total Traffic Services	2.50
Dept: Winter Maintenance							
203-478.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008		5.01
		BILLING PERIOD 01/01-02/01/09					
203-478.000-740.000	Operating	RADTKE TRUCKING, LLC	0		12/16/2008		420.00
		SAND					
						Total Winter Maintenance	425.01
						Fund Total	19,894.87
Fund: Special Projects Fund							
Dept: Village Hall							
401-904.000-830.007	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC	0		12/16/2008		1,640.25
		NOVEMBER INVOICES					
						Total Village Hall	1,640.25
						Fund Total	1,640.25
Fund: Equipment Replacement Fund							
Dept: Department of Public Works							
402-441.000-939.000	Vehicle Ma	BOULLION SALES	0		12/16/2008		6.00
		TUBE		168897			
402-441.000-939.000	Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED	0		12/16/2008		217.93
		EDGE BOLTS		60000			
402-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		12/16/2008		253.31
		NOV STATEMENT					
402-441.000-939.000	Vehicle Ma	RHOMAR INDUSTRIES, INC.	0		12/16/2008		330.41
		LUBRA-SEAL		63148			
402-441.000-939.000	Vehicle Ma	GREEN OAK TIRE, INC.	0		12/16/2008		1,469.96
		STERLING DUMP TRUCK		72322			
402-441.000-939.000	Vehicle Ma	GREEN OAK TIRE, INC.	0		12/16/2008		153.50
		STERLING		72323			
						Total Department of Public Works	2,431.11
						Fund Total	2,431.11
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		12/16/2008		120.53
		BILLING PERIOD 01/01-02/01/09					
590-548.000-740.000	Operating	GRAPHIC CONTROLS	0		12/16/2008		156.96
				JK2127			
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		12/16/2008		1,663.00
		CHEMICALS		407693			
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		12/16/2008		-445.00
		DEPOSIT FEE REFUND		407694			
590-548.000-743.000	Chem Lab	HACH COMPANY	0		12/16/2008		193.34
				6013749			
590-548.000-743.000	Chem Lab	HACH COMPANY	0		12/16/2008		108.76
				6017529			
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES	0		12/17/2008		150.67
		CHEMICALS		244564			
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	0		12/16/2008		180.00
		VILLAGE OFFICES					

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: Sewer Enterprise Fund</b>						
<b>Dept: Sewer Utilities Department</b>						
590-548.000-802.000	Profession	MASTERCRAFT PLUMBING 50 GAL WATER HEATER	0	11326	12/16/2008	1,795.00
590-548.000-802.000	Profession	METRO ENVIROMENTAL SERVICES VACTOR SERVICE	0	38913	12/16/2008	1,361.25
590-548.000-802.000	Profession	STATE OF MICHIGAN ANNUAL PERMIT DEXTER WWTP	0	535582	12/16/2008	1,950.00
590-548.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	260.00
590-548.000-802.000	Profession	ROTO ROOTER NOVEMBER STATEMENT	0		12/16/2008	5,895.00
590-548.000-824.000	Testing &	DEXTER PHARMACY SHIPPING	0		12/16/2008	12.16
590-548.000-824.000	Testing &	ANDREA DORNEY EXPENSE REPORT	0		12/16/2008	14.55
590-548.000-901.000	Printing &	PRINTING SYSTEMS UTILITY BILLS	0	57161	12/16/2008	160.37
590-548.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING	0		12/16/2008	6,445.11
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS DEC. 10TH INVOICE	0		12/16/2008	109.84
590-548.000-920.001	Telephones	AT&T 734-424-1425	0		12/17/2008	39.37
590-548.000-937.000	Equip Main	ABSOLUTE COMPUTER SERVICES DIAGNOSED FAULTY POWER SUPPLY	0	59827	12/16/2008	118.40
<b>Total Sewer Utilities Department</b>						<b>20,289.31</b>
<b>Dept: Capital Improvements CIP</b>						
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	7,167.25
<b>Total Capital Improvements CIP</b>						<b>7,167.25</b>
<b>Fund Total</b>						<b>27,456.56</b>
<b>Fund: Water Enterprise Fund</b>						
<b>Dept: Administration</b>						
591-248.000-811.000	Atty Misc	SCOTT E. MUNZEL, PC WELL ON SCHOOL PROPERTY	0		12/16/2008	667.00
<b>Total Administration</b>						<b>667.00</b>
<b>Dept: Water Utilities Department</b>						
591-556.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 01/01-02/01/09	0		12/16/2008	80.36
591-556.000-740.000	Operating	CHAMPION WATER TREATMENT 1 WATER	0	41609	12/16/2008	4.25
591-556.000-745.000	Uniform Al	CINTAS CORPORATION VILLAGE OFFICES	0		12/15/2008	162.28
591-556.000-802.000	Profession	SENSUS METERING SYSTEMS YEARLY RENEWAL	0	ZA 90011659	12/16/2008	1,320.00
591-556.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC HURON LIFT STATION	0	530333730	12/16/2008	1,489.94
591-556.000-901.000	Printing &	PRINTING SYSTEMS UTILITY BILLS	0	57161	12/16/2008	160.37
591-556.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING	0		12/16/2008	5,538.90
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS DEC. 10TH INVOICE	0		12/16/2008	82.39
591-556.000-935.000	Bldg Maint	RICHARD BROTHERS PAINTING GRAFFITI REMOVAL PUMP STATION	0	15628	12/16/2008	350.00
591-556.000-958.000	Membership	MISS DIG SYSTEM, INC. MISS DIG ANNUAL MEMEBERSHIP	0	2009096	12/16/2008	195.60
591-556.000-961.000	Wellhead P	DAS MANUFACTURING INC. DURACAST STARTER KIT	0	8507	12/16/2008	311.41
591-556.000-977.000	Equipment	ETNA SUPPLY CO METERS	0	1625360	12/16/2008	4,894.98
<b>Total Water Utilities Department</b>						<b>14,590.48</b>
<b>Dept: Capital Improvements CIP</b>						
591-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	9,895.00

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
			Abbrev	Invoice Description				
Fund: Water Enterprise Fund								
Dept: Capital Improvements CIP								
								-----
						Total Capital Improvements CIP		9,895.00
							Fund Total	----- 25,152.48
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-253.043			Dexter Dis	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	877.25
701-000.000-253.050			Dexter Fit	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	416.00
701-000.000-253.053			Cedars of	ORCHARD, HILTZ & MCCLIMENT INC NOVEMBER INVOICES	0		12/16/2008	2,205.25
						Total Assets, Liabilities & Revenue		----- 3,498.50
							Fund Total	----- 3,498.50
							Grand Total	----- 283,496.73

VILLAGE OF DEXTER  
2009 MEETING SCHEDULE

VILLAGE COUNCIL	PLANNING COMMISSION	PARKS COMMISSION (Village Offices)	ZONING BOARD OF APPEALS	DOWNTOWN DEVELOPMENT AUTHORITY (Varying Locations) 2nd Thursday at 7:30 PM
2nd & 4th Monday at 7:30 PM *holiday week	1st Monday at 7:30 PM *holiday week	3rd Tuesday at 7 PM	3rd Monday at 7 PM *holiday week	
January 12, 2009 January 26, 2009 February 9, 2009 February 23, 2009 March 9, 2009 March 23, 2009 April 13, 2009 April 27, 2009 May 11, 2009 May 26, 2009 (Tues.)* June 8, 2009 June 22, 2009 July 13, 2009 July 27, 2009 August 10, 2009 August 24, 2009 September 14, 2009 September 28, 2009 October 12, 2009 October 26, 2009 November 9, 2009 November 23, 2009 December 14, 2009 December 28, 2009	January 5, 2009 February 2, 2009 March 2, 2009 April 6, 2009 May 4, 2009 June 1, 2009 July 6, 2009 August 3, 2009 September 8, 2009 (Tues)* October 5, 2009 November 2, 2009 December 7, 2009	January 20, 2009 February 17, 2009 March 17, 2009 April 21, 2009 May 19, 2009 June 16, 2009 July 21, 2009 August 18, 2009 September 15, 2009 October 20, 2009 November 17, 2009 December 15, 2009	January 21, 2009 (Wed)* February 18, 2009 (Wed)* March 16, 2009 April 20, 2009 May 18, 2009 June 15, 2009 July 20, 2009 August 17, 2009 September 21, 2009 October 19, 2009 November 16, 2009 December 21, 2009	January 8, 2009 February 12, 2009 March 12, 2009 April 9, 2009 May 14, 2009 June 11, 2009 July 9, 2009 August 13, 2009 September 10, 2009 October 8, 2009 November 12, 2009 December 10, 2009

All meetings are held at the Senior Center, 7720 Ann Arbor Street, unless otherwise noted.

\* If meetings are not on the regularly scheduled day due to a holiday, please check meeting location changes.

AGENDA 12-22-08



## DEXTER VILLAGE COUNCIL RULES

ITEM L-1

Adopted: April 1986  
August 24, 1987

Amended: September 14, 1987  
Amended: March 26, 1991  
Amended: September 23, 1991

Amended: April 13, 1992  
Amended: June 8, 1992  
Amended: September 28, 1992  
Amended: May 12, 2003  
Amended: October 27, 2003

~~Amended: April 12, 2004~~  
Amended: May 9, 2005  
Amended: January 28, 2008  
Amended: December 22, 2008

**RULE 1: MEETING OF THE COUNCIL**

All meetings, regular and special, of the Council shall be held in Dexter Senior Center, 7720 Dexter Ann Arbor Road. However, any meeting of the Council can be adjourned to another location in order to accommodate the public.

The Council shall hold its regular meetings on the second and fourth Mondays of each month at 7:30 p.m.

Whenever a regular meeting falls on a legal holiday or Election Day it shall be held on the following day (Tuesday) at 7:30 P.M., or as determined by Council with adequate public notice.

**RULE 2: REGULAR MEETING AGENDA****2.1 Preparation of agenda and materials**

The Village Manager and/or other responsible administrative officers or employees at Village office, shall prepare the agenda of business for regularly scheduled council meetings. Any other member or representative of committees, boards or commissions desiring to place a matter on the agenda shall notify the Village Manager and/or other responsible administrative officers or employees at the Village office of such items by 5 p.m. on the Monday preceding the next meeting. Items that are not received by the stated deadline shall not be considered by the Council except upon the unanimous consent of the members present.

**2.2 Distribution of agenda and materials**

Upon completion of the agenda the Village Manager and/or other responsible administrative officer or employee at the Village office, shall distribute the agenda and support materials on Wednesday prior to the next meeting. The Village Manager and/or other responsible administrative officer or employee or designee at the Village office may distribute such material by mail, email or personal delivery.

**2.3 Order of Business**

The Village Manager in accordance with the following shall prepare an agenda for each Council Meeting:

**A** CALL TO ORDER / PLEDGE OF ALLIGENCE ALLEGIANCE

**B** ROLL CALL OF TRUSTEES

**C** APPROVAL OF THE MINUTES

**D** PRE-ARRANGED PARTICIPATION

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Monday preceding the meeting, stating their name, intent and time requirements. (10-minute limit)

**E** APPROVAL OF AGENDA

**F** PUBLIC HEARINGS/SHOW CAUSE HEARINGS

Action on each public hearing or show cause hearing will be taken immediately following the Hearing.

**G** NON-ARRANGED PARTICIPATION

## DEXTER VILLAGE COUNCIL RULES

Non-arranged participation will include those not listed on the printed agenda that wish to speak. A time limit of 5 minutes will apply, unless speaking for a bona fide group, in which case ten minutes shall be allowed. A notation will appear on the agenda. The Village President, at his discretion, may call on members of the audience to speak at any time, or respond to their concerns. Any questions posed at this time will be responded to by the Village Manager or his/her designee within 48 hours.

### **H** COMMUNICATIONS SPOKEN or WRITTEN

### **I** REPORTS "As Scheduled"

1. VILLAGE STAFF AND DEPARTMENTS - Written & Oral Reports
  - a. Village Manager
  - b. Exofficio representatives of Planning and Parks Commission - monthly
  - c. Community Development Manager – Minimum Quarterly, or as circumstances require
  - d. Sheriff Department – Minimum Quarterly, or as circumstances require
  - e. Finance Officer/Treasurer – Minimum Quarterly, or as circumstances require
  - f. Public Services Superintendent – Minimum Quarterly, or as circumstances require
  - g. Assistant Village Manager – Minimum Quarterly, or as circumstances require
  
2. BOARDS AND COMMISSIONS – Written & Oral Reports  
Minimum twice per year, on a pre-arranged schedule as set by Resolution.
  - a. Downtown Development Authority (DDA)
  - b. Planning Commission
  - c. Parks Commission
  - d. Library Board
  - e. Dexter Area Fire Board (DAFD)
  - f. Tree Board
  - g. Farmers Market Committee
  - h. Gordon Hall Management Team
  - i. Huron River Watershed Council (HRWC)
  - j. Arts, Culture & Heritage Committee
  
3. SUB COMMITTEES – Monthly report from active committees, oral or written.
  
4. VILLAGE PRESIDENT WRITTEN REPORT

### **J** CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of Budget and Financial Matters will be covered as a standing item on the Presidents Report, as needed under the Village Manager's report or during a quarterly Financial Report by the Treasurer. Items under Consent Agenda are considered routine by the Village Council and will be enacted in one motion. There will no separate discussion of these items, unless a Council Member so requests, in which event, the items will be removed from Consent Agenda and added to the regular agenda at the end of Old or New Business

## DEXTER VILLAGE COUNCIL RULES

### **K** OLD BUSINESS

This portion of the agenda is for action items previously tabled or postponed from a prior meeting.

### **L** NEW BUSINESS

This portion of the agenda is for consideration of action items as well as discussion of items not previously tabled or postponed by Council.

### **M** COUNCIL COMMENTS

This portion of the agenda is intended to provide elected officials an opportunity to share comments that benefit the Board as well as the community. These will not be actionable items, except that issues may be referred to committee or placed on an upcoming agenda.

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

Non-arranged participation will include those not listed on the printed agenda that wish to speak. A time limit of 5 minutes will apply, unless speaking for a bona fide group, in which case ten minutes shall be allowed. A notation will appear on the agenda. The Village President, at his discretion, may call on members of the audience to speak at any time, or respond to their concerns. Any questions posed at this time will be responded to by the Village Manager or his/her designee within 48 hours.

### **O** ADJOURNMENT

#### **RULE 3: RECORD OF MEETINGS:**

##### **3.1 Recording responsibility**

The Clerk shall be responsible for maintaining the official record and minutes of each meeting of the Council. The minutes shall include all the action of the Council with respect to motions. The record shall include the names of the mover and seconded and the vote of the Council. The record shall also state whether the vote was by voice or by roll call, and when by roll call, the record shall show the "yes", "no" and abstention for each member. The Clerk shall be responsible for maintaining a written record of the summary of comments made by members of the public. The Clerk shall maintain copies of minutes, resolutions and ordinances or other matters acted upon by the Council.

##### **3.2 Requests for remarks to be included**

Any member of the Council may request to have his or her comments printed as part of the record. If there are no objections by any members of Council, the comments may be included. If there is an objection to such printing of the comments, the Council shall decide the matter by majority vote. Such comments to be included, as part of the official record shall be provided in writing by the member or transcribed exactly by the Clerk.

##### **3.3 Public access to meeting records**

The Clerk shall make available to members of the public the records and minutes of official meetings in accordance with the Freedom of Information Act. Minutes prepared by the Clerk, but not approved by the body shall be available for public inspection not more than 8 business days following the meeting or less. Minutes approved by the body shall be available within 5

## DEXTER VILLAGE COUNCIL RULES

business days from the date of the meeting at which they were approved. The Clerk shall also promptly send copies of minutes to persons who have requested them.

### **3.4 Publication of minutes**

The Clerk shall be responsible for posting minutes as established by Council by Resolution.

### **RULE 4: BEHAVIOR OF COUNCIL MEMBERS**

The President or any Trustee may request a roll call of the Council, and the Clerk shall note the names of absentees. The Council shall take such action, as it deems appropriate to reprimand Council members absent without reasonable excuse.

The Council shall determine if the behavior of any of its members, or any Village Official present at the meeting, is interfering with Council business. Upon concurrence of 2/3 of Council any member or official shall be excused from the Council meeting.

### **RULE 5: VOTING**

All votes of the Council shall be by roll call, except approval of the minutes, agenda, and the consent agenda, and adjournment. The Village President shall be the last to vote on all roll call votes, and all other trustees shall vote in random order. All Trustees shall vote on all matters before the Council, unless a Trustee has a financial interest in any matter before the Council, in which case the Trustee shall not vote on the matter (Abstain). For a motion or resolution to pass it must receive four votes of the members of council (MCL 65.5).

### **RULE 6: CONDUCT OF DISCUSSION – DEBATE**

During Council discussion and debate, no trustee shall speak until recognized by the President. Discussion and debate must be addressed to the President not other trustees or public. A trustee shall confine their comments to the question at hand and avoid personalities and or character insult. Each trustee shall speak no more than two times on a given question and for no longer than five minutes each time, unless the Trustees give unanimous consent. Debate will be limited to voting members of Council and those participants recognized by the Village President.

### **Conduct Norms**

- Be prepared for the meeting and contact the Manager to get questions answered prior to the meeting.
- Listen to one another
- Debate issues not persons
- Respect one another's views in spite of differences in opinion
- Respect the fact that we will not always agree on issues; indeed, the diversity of views and perspective may strengthen the decision-making process
- Members must abide by the decision of the Council once a decision has been made.
- Resist the temptation, when you disagree with a decision, to try and undermine the decision; continuing concerns about a decision should be expressed privately.

### **RULE 7: PUBLIC HEARINGS**

Any citizen may address Council at a Public Hearing. The citizen must give their name and address to be recorded by the Village Clerk. The citizen must limit their presentation to five minutes. Any citizen representing a bona fide group may speak for ten minutes.

## DEXTER VILLAGE COUNCIL RULES

### **RULE 8: RIGHT TO DELAY CERTAIN PROCEEDINGS**

No resolution or proceeding of the Council imposing taxes or assessments or requiring the payment, expenditure of money or property, or creating a debt or liability, shall be allowed at the same meeting at which it is introduced, if objection be made by one member, unless by a two-thirds vote of the members present. Two-thirds = or 7 members present 5 votes, 6 members present 4 votes, 5 members present 4 votes. Any motion to adjourn shall always be in order, except when the last preceding business was a motion to adjourn. That and motions to lie on the table and to limit debate, shall be decided without debate.

### **RULE 9: ORDER OF MOTIONS DURING DEBATE**

When any question is under debate, no motion shall be received but the following, and they shall have precedence in the order listed below:

MOTION TO ADJOURN  
 MOTION TO LAY ON TABLE  
 MOTION TO LIMIT DEBATE  
 MOTION TO POSTPONE TO A CERTAIN DAY  
 MOTION TO REFER TO COMMITTEE  
 MOTION TO AMEND  
 MAIN MOTION

### **RULE 10: MOTION TO LIMIT DEBATE**

At any time during a discussion or debate of a question, a Trustee may move to limit debate. This motion after receiving the affirmative votes of at least two-thirds of the Trustees present, (Two-thirds = or 7 members present 5 votes, 6 members present 4 votes, 5 members present 4 votes.) will have the effect of limiting any member to speak for not more than one additional five-minute period on the basic question, provided that member has not spoken twice, in which case they may not speak again. This motion, upon being made and supported shall not be debated.

### **RULE 11: RECONSIDERATION OF QUESTION**

When a question has been taken it shall be in order for any member voting with the prevailing side to move a reconsideration thereof at the same or next regular meeting, but no question shall be considered a third time.

### **RULE 12: ALTERING AND AMENDING COUNCIL RULES**

Council rules shall be reviewed and adopted within 60 days after the General Election and/or a change in the membership of the Council. Council adopted rules may be altered or amended by a vote of a majority of the members, if notice of the proposed change shall have been given at a preceding meeting of the Council, and a written copy of the proposed change has been distributed to all members.

### **RULE 13: TAPING OF COUNCIL MEETINGS**

Any citizen may tape a Council meeting by audio or video machines. All recording equipment or personnel shall be positioned behind the last row of the audience chairs in such a manner as not to interfere with the audience's view.

## DEXTER VILLAGE COUNCIL RULES

### **RULE 14: ABSENCE OF RULES**

In the absence of a Council rule, Robert's Rules of Order will prevail. An abbreviated version of Robert's Rules shall be made part of this document.

### **RULE 15: WAIVING COUNCIL RULES –SUSPEND RULES**

Any Council rule shall be waived by a ~~simple~~ two-thirds majority of the Council members present, unless the rule to be waived requires more than a simple majority of consent. (7 members present 4-5 votes, 6 members present 4 votes, and 5 members present 3-4 votes)

### **RULE 16: BOARDS & COMMISSIONS**

Council members may serve as regular members of Village Boards and Commissions. The Village President shall annually appoint during the organizational meeting trustees to serve on Boards and Commission. Commissions will include, but not be limited to the following:

Planning Commission  
 Zoning Board of Appeals  
 Parks Commission  
 Dexter Area Fire Department  
 Farmers Market  
Arts, Culture & Heritage

Appointments: The Village President shall make appointments to all Boards and Commissions upon confirmation by Village Council. Appointment recommendations will be affirmed by a majority of Council (Requires 4 votes to affirm an appointment)

To avoid issues of incompatible offices or legal liability, other than the appointments under this section, the Village President and Trustees will not be permitted serve Boards and Commissions as paid staff or contracted employees. See GLV 64.21 for further clarification.

### **RULE 17: FILLING VACANCY ON COUNCIL**

When an elected position becomes vacant for any reason, the following process shall be followed and the position shall be filled as quickly as possible. An exception shall be made if the vacancy occurs in the office of President. In this case, the remaining Trustees may immediately elect a President from the current membership with a simple majority vote. If no Trustee obtains majority support, the process will proceed as stated below.

- 1.) Officially vacate the trustee position if required.
- 2.) Provide adequate notification to the public regarding the open position through the village newsletter, a newspaper, the Internet, or any other means deemed appropriate.
- 3.) The applicant will write a letter of intent or fill out an application in accordance with the advertised deadline, a copy of which will be provided to the Council in the Council packet.
- 4.) At the next council meeting the President or Presiding Officer will announce all the applicants and provide copies of applications or letters of intent.
- 5.) The President or Presiding Officer makes a nomination from the applications received.
- 6.) The nominee is then voted on.
- 7.) If this nominee received four votes, he or she is then appointed and sworn into office.
- 8.) In the event this nominee does not receive 4 votes, the process begins again at step 5.

## Roberts Rules

Motion	Can interrupt a person in debate?	"Second" Required?	Debatable?	Amendable?	Vote Needed.	Reconsider Vote?
<b>Motion</b>	No	Yes	Yes	Yes	Majority	Yes
I MOVE TO ... or I MOVE THAT... The MAIN MOTION introduces Business or states a proposal for the Assembly's action. Has the Floor when no other Motion is pending. It must have a second or is lost.						
<b>Adjourn</b>	No	Yes	No	No (I)/Yes (II)	Majority	No (I)/Yes (II)
I. I move we ADJOURN until (time) and (place) or, simply, II. I move we ADJOURN. Terminates Meeting or Session. May additionally state Time and Place of the next meeting if not already provided. IN EMERGENCIES (for Assembly's safety) Chair may declare the ADJOURNMENT.						
<b>Recess</b>	No	Yes	No	Yes	Majority	No
I move we RECESS until (time) in order to (purpose). Intermissions as for meals, counting ballots, etc. If carried, RECESS begins immediately. When program provides, a 2/3-vote may change it. Business resumes at the same point.						
<b>Question of Privilege</b>	No	No	No	No	Presiding Officer	No
I rise to a QUESTION OF PRIVILEGE. Relates to the rights of one Member, or to Assembly's comfort, disturbance, conduct, etc. Must be urgent to interrupt Business, which resumes as soon as the matter is successfully addressed. Common rights include convening to executive session during discussion of a specified topic.						
<b>Orders of the Day</b>	Yes	No	No	No	Presiding Officer	No
I call for the ORDERS OF THE DAY. Demands conformance to Announced Order of Business (agenda), Special Orders or Program. To be used when a deviation from the main order of business is noticed. Can be used if no Privileged Motion (ADJOURN, RECESS, QUESTION OF PRIVILEGE, ORDERS OF THE DAY) is pending. A 2/3 negative vote prevents proceeding to the Orders of the Day.						
<b>Table a Motion</b>	No	Yes	No	No	Majority	No
I move the QUESTION BE LAID ON THE TABLE. (Also referred to as TABLING THE MOTION). If carried, the Main Motion and those pending to it (amendments) are LAID ASIDE (for more pending business) until later in the meeting, or at the next one. A TABLED MOTION may later be TAKEN FROM THE TABLE.						
<b>Call the Question</b>	No	Yes	No	No	2/3	No
I call for THE PREVIOUS QUESTION. (Also referred to as CALLING THE QUESTION). CALLING THE QUESTION refers to only the immediate Motion, unless "all Motions" is specified when stated. If CALLING THE QUESTION carries, Debate stops at once for voting. As with any Motion, the Member CALLING THE QUESTION must have the floor (i.e. be recognized by the Presiding Officer) when the Motion is made. An unrecognized "I CALL FOR THE QUESTION" voiced by a Member is inappropriate and should not be considered. The assembly voting on CALLING THE QUESTION is voting whether or not to immediately vote on the Main Motion. Although debate on the motion stops, Members may ask parliamentary questions or request reading of the motion prior to voting on CALLING THE QUESTION.						
<b>Limit Debate</b>	No	Yes	No	Yes	2/3	Yes
I move to LIMIT DEBATE to (length of time) or I move that DEBATE be stopped at (time). A motion to LIMIT DEBATE or to stop DEBATE applies only to the immediate Motion unless "all Motions" is specified when stated. Debate on the motion is stopped until the DEBATE time is voted on.						
<b>Postponed Temporarily</b>	No	Yes	Yes	Yes	Majority	Yes
I move the QUESTION BE POSTPONED until (time). Delays further action on the Motion until 1) The next Meeting, 2) A specified time (e.g. 3PM), or, 3) After a certain event (e.g. an agenda item).						
<b>Postponed Indefinitely</b>	No	Yes	Yes	No	Majority	Passes - Yes Fails - No
I move the QUESTION BE POSTPONED INDEFINITELY. Used to reject the MAIN MOTION. If the vote carries, the MAIN MOTION is killed for that meeting. If lost, the MAIN MOTION is again open to DEBATE.						
<b>Refer to Committee</b>	No	Yes	Yes	Yes	Majority	Yes
I move the matter be REFERRED TO A COMMITTEE. Halts debate on a main Motion and refers the matter to a Committee for further consideration. The motion may also specify the Committee to which the matter is referred. If no appropriate Committee exists, the motion can be REFERRED TO A COMMITTEE to be appointed by the Presiding Officer, or direct the Committee to report their recommendations at a specified time (e.g. at the next Meeting).						

# Roberts Rules

2

Motion	Can interrupt a person in debate?	"Second" Required?	Debatable?	Amendable?	Vote Needed.	Reconsider Vote?
<b>Amend the Motion</b>	No	Yes	Yes	Yes	Majority	Yes
I move to AMEND THE MOTION by... Ways to AMEND include 1) An insertion or addition at the Motion's end, 2) Strike out consecutive words, 3) Strike out and insert, and 4) Substitute a new paragraph.						
<b>Amend the Amendment</b>	No	Yes	Yes	No	Majority	Yes
I move to AMEND THE AMENDMENT by... Ways to AMEND AN AMENDMENT include 1) An insertion or addition at the Amendment's end, 2) Strike out consecutive words, 3) Strike out and insert, and 4) Substitute a new paragraph.						
<b>Point of Order</b>	Yes	No	No	No	Presiding Officer	No
I rise to a POINT OF ORDER. Means: "There has been a breach of Rules or Decorum" and must be made when the breach occurs. It is in order anytime when Bylaws, etc are violated.						
<b>Appeal Chair's Decision</b>	Yes	Yes	Yes	No	Majority	Yes
I APPEAL FROM THE DECISION OF THE CHAIR (State Appeal) Used when it is thought that the Chair made a wrong decision. Must be made immediately after decision and is settled by Vote.						
<b>Suspend the Rules</b>	No	Yes	No	No	2/3	No
I move to SUSPEND THE RULES in order to/that... A proposal to temporarily waive the parliamentary RULES OF ORDER the specific purpose also being stated.						
<b>Object to Motion</b>	Yes	No	No	No	2/3	No
I OBJECT to the CONSIDERATION of this Motion. Used to avoid consideration of an embarrassing irrelevant or contentious MOTION. Should be made before there is any Debate. If passed, the Motion will not be discussed for the remainder of the Meeting.						
<b>Division of the Assembly</b>	Yes	No	No	No	Presiding Officer	No
I call for a DIVISION OF THE ASSEMBLY. Verifies by a Rising Vote (i.e. a count beyond reproach) a vote just taken by Voice or Hand.						
<b>Parliamentary Inquiry</b>	Yes	No	No	No	Presiding Officer	No
I rise to a PARLIAMENTARY INQUIRY. (state Inquiry). INQUIRIES are addressed to the Chair.						
<b>Request for Information</b>	Yes	No	No	No	Presiding Officer	No
I rise for INFORMATION (state question) REQUESTS FOR INFORMATION are addressed to the Chair.						
<b>Withdraw Motion</b>	No	No	No	No	General Consent	Passes - No Falls - Yes
I REQUEST LEAVE TO WITHDRAW my motion. A WITHDRAWAL is made by a Member before the Motion is stated or with General Consent before the Main Motion Vote is taken.						
<b>Take from Table</b>	No	Yes	No	No	Majority	No
I move to TAKE FROM THE TABLE the Motion that... Again picks up for consideration a motion which was TABLED. May be used after some other BUSINESS has intervened, but not later than the next Meeting.						
<b>Reconsider the Vote</b>	No	Yes	Yes	No	Majority	No
I voted with the prevailing side# of the Motion (repeat motion) and move to RECONSIDER THE VOTE. A Member who voted on the prevailing side of a Motion already voted on has changed their mind and feels a revote may have a different outcome. A variation is: I voted with the prevailing side# of the Motion (repeat motion) and move to RECONSIDER AND HAVE IT ENTERED ON THE MINUTES. The Main motion is then considered unresolved and will be voted upon at the next Meeting.						



- Parks Commission Ex-officio Joe Semifero
- Chamber of Commerce Paul Cousins
- Zoning Board of Appeals Ray Tell
- Dexter Area Fire Department Board Joe Semifero, Jim Seta
- WATS Jim Carson, Alternate-Paul Cousins
- WAVE Jim Carson
- Utilities Committee Joe Semifero, Shawn Keough
- Facilities Committee Shawn Keough, Jim Smith
- ~~Main Street Bridge & Dam Taskforce~~ ~~Jim Carson, Paul Cousins, Shawn Keough~~
- Main Street Bridge Phase II Jim Carson, Jim Smith, Shawn Keough
- Stormwater Phase II Citizen Advisory Group Paul Cousins
- Healthy Communities Committee Paul Cousins
- SEMCOG Shawn Keough
- Dexter Farmer's Market Oversight Committee ~~Donna Fisher~~ Ray Tell
- DHS- Gordon Hall Management Team Donna Fisher
- Arts, Culture & Heritage Committee Paul Cousins

**BE IT FURTHER RESOLVED, that the Village of Dexter is committed to the purchase of local goods and the use of local business, and**

**BE IT FURTHER RESOLVED, that the regular meeting of the Village Council shall be held the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter Ann Arbor Road.**

That, all representatives shall report to Council as scheduled, review significant issues and proposals with Council for input and discussion, as needed, and forward copies of meeting agendas and minutes to Village Council in a timely fashion,

That the Regular Meeting of the Village Planning Commission shall be held the 1<sup>st</sup> Monday of each Month at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter Ann Arbor Road.

That the Regular Meeting of the Village Parks Commission shall be held the 3<sup>rd</sup> Tuesday of each month at 7:00 p.m. at the Village Offices 8123 Main Street.

That the Regular Meeting of the Zoning Board of Appeals shall be held the 3<sup>rd</sup> Monday of each month at 7:00 p.m. at the Dexter Senior Center – 7720 Main Street. Meetings of the Z.B.A. will only be held when requests are pending.

AYES:

NAYS:

**RESOLUTION DECLARED ADOPTED THIS ~~28<sup>th</sup>~~-22<sup>nd</sup> DAY OF JANUARY-DECEMBER 2008**

\_\_\_\_\_, Carol Jones, Village Clerk

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

[cnicholls@villageofdexter.org](mailto: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: December 22, 2008**  
**Re: Town Hall Meeting Update – February 26, 2009**

## Town Hall Meeting Publicity Plan

January 12	Information on front page of website & on Village Calendar Include in Village e-mail update Start putting reminder at the bottom of the Council agenda
January 15	Information on water bills (bills due February 15)
End of January	Newsletter Delivered
January 25	Notice in "Dexter Post"
January 26	Cable Posting Flyers put in kiosks & posted at 8123 Main Include in Village e-mail update Reminder at bottom of the Council agenda
February 2	Mention on Planning Commission agenda
February 9	Postcards mailed Include in Village e-mail update Reminder at bottom of the Council agenda
February 12	Include in Chamber's e-blast Mention on DDA's agenda
February 16	Banner Up (tentative)
February 19	Include in Chamber's e-blast
February 22	Notice in "Dexter Post"
February 23	Include in Village e-mail update Reminder at bottom of the Council agenda
February 26	Include in Chamber's e-blast Put sandwich board sign out

The advertised topics will be Public Safety & General Questions and Answers – An opportunity to learn more about emergency services in the Village of Dexter.

