

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
Monday, August 24, 2009**

*******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 – August 10, 2009

Page # 1-6

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)

Fred Eaton – Comcast

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

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

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

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Update on Wireless Washtenaw
3. Washtenaw County Weatherization Program

Page # 7-12

I. REPORTS:

1. Board, Commission, & Other Reports- “Bi-annual or as needed”
 - Arts, Culture & Heritage Committee Representative
 - Chelsea Area Planning Team / Dexter Area Regional Team
 - 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 – Pat Cousins**
 - Parks & Recreation Commission
 - Planning Commission Chair
 - Tree Board Chair
 - Washtenaw Area Transportation Study Policy Committee Rep
 - Western Washtenaw Area Value Express Representative

2. Subcommittee Reports - None

3. Village Manager Report

Page # 13-14

4. President’s Report

Page # 15-18

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: \$ 446,379.52
Page # 19-24

2. Consideration of: Request from Webster Fall Festival to place a banner on the fence next to the Fire Department from September 14, 2009 to September 26, 2009.

Page # 25-26

K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Main Street Bridge Phase II Funding Updates

2. Discussion of: Facilities

3. Consideration of: Indefinite postponement of the request for up to \$950 to Participate in the Land Information Access Association (LIAA) Grant Application through the Dexter Area Regional Team/Chelsea Area Planning Team (CAPT/DART)

Postponement – Motion Semifero, Support Fisher to postpone the request of \$950 to participate in the Land Information Access Association (LIAA) Grant Application until the next meeting.

Adopted Unanimously

Page # 27-28

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Drinking Water Revolving Fund Bond Notice of Intent
Page # 29-34

2. Consideration of: Amendment to Scope of Services from Orchard, Hiltz & McCliment for services related to the 2010 Water System Improvement Project

Page # 35-44

3. Consideration of: Scope of Services from Orchard, Hiltz & McCliment for design services relative to the Village's \$120,000 American Recovery and Reinvestment Act Funds.

Page # 45-52

4. Discussion of: Fire Service
Update from August 17, 2009 Chelsea Area Planning Team/Dexter Area Regional Team (CAPT/DART) meeting
Update from August 20, 2009 Dexter Area Fire Board meeting

Page # 53-76

5. Discussion of: Town Hall Meeting

Page # 77-78

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

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

- O. Motion to go into Closed Session to discuss the purchase of property in accordance with MCL 15.268(8d) – If Necessary**

P. ADJOURNMENT

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

www.villageofdexter.org

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, AUGUST 10, 2009

AGENDA 8-24-09
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

B. ROLL CALL: President Keough

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

C. APPROVAL OF THE MINUTES

Regular Council Meeting Minutes - July 27, 2009

Motion Smith; support Carson to approve the Regular Council Minutes of July 27, 2009 with the following corrections:

- Page 3, K-2 eliminate the word gave
- Page 5, L-6 change come to cover

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Cousins; support Carson to approve the agenda with one change, move item K-2 to the end of the agenda after L-8.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Letter from Comcast Regarding Attendance at Council Meeting
3. Washtenaw County Parks – Connecting Communities Initiative
4. Faith in Action – Food Pantry Grand Opening
5. Scio Township – Western Washtenaw Area Value Express Service
6. Road Work Notification Letters
7. Michigan Department of Environmental Quality – Notice of Authorization for Jeffords Realignment and Widening
8. Clean Michigan Initiative (CMI) Grant

9. Washtenaw County – Update from Administrator Guenzel

Trustee Tell will represent the Village at the Faith in Action Grand Opening.

I. REPORTS

1. Washtenaw County Sheriff's Office – Sgt. Gieske
Quarterly Report
Citation Report

Sgt. Gieske submits her report as per packet. In addition Sgt. Gieske highlighted the following: the contract for proactive patrols in the process of getting signatures and updates on recent robbery incidents. Questions were answered regarding traffic enforcement in the Village, laser and radar guns and enforcement of weight limits on the new bridge.

2. Economic Development Consultant – Shawn Ferguson
Report on July Activities

Mr. Ferguson submits his report as per packet. In addition, Mr. Ferguson reported on compiling a list of over 300 businesses in the Village and highlighted the July activities and what is coming up in August with meetings and appointments.

3. Community Development Manager – Allison Bishop
Ms. Bishop submits her report as per packet. Ms. Bishop answered questions regarding the Michigan Department of Environmental Quality permit and the Baker Road corridor and sidewalks.

4. Boards, Commissions. & Other Reports-“Bi-annual or as needed”
Gordon Hall Management Team Representative – Donna Fisher
Trustee Fisher reported on the Open House at Gordon Hall during Dexter Daze from noon until 4 pm; the docent group has a good sized number for tours, etc; \$9,000 has been raised for the roof replacement and \$10,000 is still needed; there is an Eagle Scout project coming up on restoring the Milk House; movie night has been successful; fund raising and grant applications are continuing; and Milligan Landscaping has taken on the mowing of the grounds.

5. Subcommittee Reports - None

6. Village Manager Report

Mrs. Dettling submits her report as per packet. In addition Mrs. Dettling highlighted an upcoming meeting with Jim Valenta on timing issues, the left turn at Main and Broad and at Meadowview to look at timing for fall; will also be meeting with the Dexter Area Fire Department and Chief Yates; and cityhood petitions have been submitted to the townships for verification.

7. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough asked which Council members would be available to participate in the Dexter Daze Parade on Saturday.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$71,037.47
2. Consideration of: Request from the Dexter Senior Center to place a temporary sign on their property from August 11th to August 15th to advertise a Dexter Daze event.

Motion Fisher; support Smith to approve items 1 and 2 of the consent agenda as presented.

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Main Street Bridge Phase II Funding Updates

No report at this time.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Proposal from ECT, Environmental Consulting Technologies, to complete additional soil sampling within the Mill Creek Park

Motion Cousins; support Smith to approve the proposal from Environmental Consulting Technologies to complete additional soil sampling within the Mill Creek Park not to exceed \$3170.00.

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

Nays: None

Motion carries

2. Consideration of: Authorization to Increase Bid Award to Highway Maintenance to \$300,000 for the 2009 Asset Management Program

Motion Carson; support Semifero to approve an increase in the bid award to Highway Maintenance not to exceed \$320,000.00 for the 2009 asset management program.

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

Nays: None

Motion carries

3. Consideration of: Recommendation to Award Bid from Nagle Paving for \$216,000 for Work in Dexter Crossing Subdivision
4. Consideration of: Proposal from Orchard, Hiltz & McCliment for Contract Administration and Construction Services in the amount of \$35,000 for the Dexter Crossing Subdivision Project

Motion Cousins; support Smith to authorize up to \$272,000 for the Dexter Crossing Road Rehabilitation including the bid from Nagle Paving for \$216,000 for work in the Dexter Crossing Subdivision and the proposal from Orchard, Hiltz and McCliment for contract administration in the amount of \$35,000 for the Dexter Crossing Subdivision project.

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

5. Consideration of: Planning Commission recommendation to amend Article 18, EP Environmental Protection District to PP Public Park to correspond to the Zoning Map

Motion Semifero; support Fisher per section 23.07, Criterion for Amendment to the zoning ordinance text and the Planning Commission recommendation, the Village Council adopts the proposed amendments to Article 18 because the amendments correct problems and conflicts in implementation of the Ordinance, experience demonstrates improved techniques to deal with certain zoning issues, the amendment would promote implementation of the goals and objectives of the Village's Master Plan.

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

6. Consideration of: Planning Commission recommendation to amend the Zoning Map to designate the Mill Creek Park as PP Public Park

Motion Fisher; support Semifero per section 23.05, Criteria for the Amendment to the Zoning Map and the recommendation of the Planning Commission, the Village Council approves the designation of the zoning of the Mill Creek Park as Public Park (PP) because the designation is: consistent with the goals, policies and future land use map of the Dexter Master Plan, the proposed zoning is compatible with the site's physical, geological, hydrological and other environmental features and with the uses permitted in the district, the compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, the apparent demand for the types of uses permitted in the requested zoning district in the Dexter area in relation to the amount of land currently zoned and available to accommodate the demand, the request has not been previously submitted within the past one (1) year, unless conditions have changed or new information has been provided, and other factors deemed appropriate by the Planning Commission and as stated in the staff review.

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

7. Consideration of: Request for up to \$950 to participate in the Land Information Access Association (LIAA) Grant Application through the Dexter Area Regional Team/Chelsea Area Planning Team (CAPT/DART)

Motion Semifero; support Fisher to postpone the request of \$950 to participate in the Land Information Access Association Grant Application until the next meeting.

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

8. Discussion of: October 7, 2009 Town Hall Meeting

The community to suggest topics for the next meeting in the August newsletter.

At 9:49 pm a recess was taken and the meeting re-convened at 9:55 pm

- K2. Discussion of: Facilities
Information from Bond Counsel on Use of Bond Money
Available Property Information

Discussion by Council on four possible properties for Village facilities. Staff provided updates on each property.

M. COUNCIL COMMENTS

Cousins	None
Carson	None
Tell	None
Jones	None
Smith	See you at the parade
Fisher	None
Semifero	Inquired about the Asset Management Program and will the Village be asking more questions and define the road improvements to be undertaken in the future. Commented on the Washtenaw Intermediate School District millage request and that Ann Arbor would be a donor to the rest of the county districts.

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Smith; support Tell to adjourn at 11:50 pm.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2009 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Area Fire Board	8/20/2009	6:30 p.m.	Webster Township Hall	http://dexterareafire.org/	Ray Tell
Dexter Village Council	8/24/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	8/24/2009	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Chelsea City Council	8/25/2009	7:00 p.m.	Washington Street Education Center	http://www.city-chelsea.org/	
Dexter Township Planning	8/25/2009	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Scio Township Board	8/25/2009	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	Jim Carson
Western Washtenaw Area Value Express	8/25/2009	8:15 a.m.	Chelsea Community Hospital		
Asset Management for Elected Officials	8/27/2009	6:00 p.m.	Dexter District Library		
Washtenaw County Road Commission	9/1/2009	1:00 p.m.	Road Commission Offices	http://www.wcroads.org/	
Dexter Village Arts, Culture & Heritage Committee	9/1/2009	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Paul Cousins
Washtenaw County Board of Commissioners	9/2/2009	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Washtenaw Area Transportation Study- Technical	9/2/2009	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronevelt
Dexter Area Historical Society	9/3/2009	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Chelsea City Council	9/8/2009	7:00 p.m.	Washington Street Education Center	http://www.city-chelsea.org/	
Dexter Community Schools Board of Education	9/8/2009	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Dexter Township Planning	9/8/2009	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Scio Township Board	9/8/2009	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Village Planning Commission	9/8/2009	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Dexter Area Chamber of Commerce	9/9/2009	7:30 a.m.	Chamber Offices	http://www.dexterchamber.org/	Paul Cousins
Dexter Downtown Development Authority	9/10/2009	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Scio Township Development Authority	9/14/2009	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter District Library Board	9/14/2009	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Council	9/14/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	9/14/2009	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Washtenaw County Road Commission	9/15/2009	1:00 p.m.	Road Commission Offices	http://www.wcroads.org/	
Dexter Village Tree Board	9/15/2009	5:30 p.m.	Village Offices	http://www.villageofdexter.org	
Dexter Township Board	9/15/2009	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	9/15/2009	7:00 p.m.	Village Offices	http://www.villageofdexter.org	Joe Semifero
Webster Township Board	9/15/2009	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	

AGENDA 8-24-09
ITEM M-1

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

AGENDA 8-24-09ITEM M-2**Donna Dettling**

From: James McFarlane [mcfarlanej@ewashtenaw.org]
Sent: Friday, August 14, 2009 12:15 PM
To: township supervisors, city managers & village presidents &/or local units
Cc: 'Robert Wolff'; l-wwbusinesssub; l-wwitsub; l-WWSteering; Karen Erhardt-Domino; l-boc; Verna McDaniel
Subject: FW: Wireless Washtenaw Stimulus Status

Good Afternoon, below is an update from Bob Wolff, President of 20/20 Communications, regarding the stimulus application. - Thanks James

All;

20/20 Communications is in the process of filling for a grant / loan from the USDA under the "Broadband Initiatives Program" which is part of the President's Stimulus Program. The filing deadline was today at 5:00 pm and we were prepared to make that submission. We were given notice late yesterday afternoon that the deadline has been extended. (see below)

UPDATE: The application closing deadline for the Broadband Initiatives Program (BIP) and Broadband Technology Opportunities Program (BTOP) is extended until 5 p.m. Eastern Time (ET) on August 20, 2009, for any electronic applications pending as of 5 p.m. ET on August 14, 2009. There are no changes to the filing instructions for paper applications.

We are pleased to have this opportunity as it will give us some additional time to do some fine tuning to the application and include some added definition. We can now also do some additional stress testing to see how the model performs under different conditions

I would also like to take a moment to take a breath and give you all a brief description of what we are applying for and how it will affect us. Part of the vision for 20/20 Communications is to build off our rural presence in Washtenaw County by expanding the current network from both a technology and geography perspective. We are providing a submission that justifies approximately 4 million in a grant / loan combination from the USDA to accomplish this goal. It would include a major coverage area expansion in all of the rural areas of the County. We would also be upgrading to a new frequency, 3.65 which is licensed and clean for us to use. All of this means that we will be able to provide more capacity to more people more reliably.

We should be notified sometime in September if we are invited to participate in the next phase of the application process.

Thank you all for your continued help and support.

Bob

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.392 / Virus Database: 270.13.55/2301 - Release Date: 08/14/09 06:10:00

8/14/2009

P9



A Michigan Works! & Community Action Agency

AGENDA 8-24-09

ITEM H-3

Workforce Development Board (WDB)

- Michigan Works! One Stop Service Center
- Education Advisory Group

Community Action Board (CAB)

- Community Action Agency
- Ypsilanti Gateway Community & Economic Development Corporation

I would like to take the opportunity to tell you about a **FREE** program that is available to income eligible residents of Washtenaw County. It is called the Weatherization Assistance Program. This program is designed to help residents with eligible incomes save energy, and thus pay less for their gas and electric utilities each month. This is a federally funded government program and is completely free of charge.

Here's how it works. Once an applicant has been determined eligible an inspector comes to their residence and performs a home energy audit. This valuable inspection would cost at least \$300 if one were to pay for it on their own. Our program will do it free of charge! Once the audit is completed we examine the results and determine places in the home where the most energy is being wasted. We then send a licensed contractor to the home to perform valuable energy saving measures completely free of charge. These measures can include:

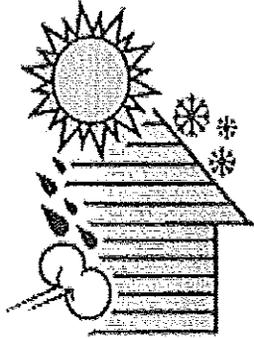
- Repair or Replacement of windows and doors
- Air sealing/ and caulking
- Replacement of inefficient refrigerators
- Adding insulation to attics, crawl spaces, and walls
- Repair or replace furnaces, and hot water heaters
- And many other small repairs that will help keep utility costs down

Following the completion of the work we perform a follow up inspection to make sure that everything has been done correctly.

With high energy costs making these very difficult times, we are glad to be able to provide this valuable service to our community. If you or anyone you know could benefit from this program please call us at (734) 544-2948.

Thank You,

Bonnie Guest
Community Services Professional



Weatherization Works

DOES THE COST OF HEATING YOUR HOME HAVE YOU WORRIED?

If so then the weatherization assistance program can help. If you own or rent a residence in Washtenaw County and you are income eligible, then you can take part in this **FREE** program.

The Weatherization Program can:

- *Provide Insulation in your attics, walls, and crawl-spaces*
- *Inspect and Repair your furnace and water heater*
- *Provide caulking around drafty windows and doors*
- *Inspect and replace inefficient refrigerators*
- *Provide weather-stripping around doors and attic*
- *Perform other small repairs that will increase energy efficiency*

Call (734) 544 - 2948 to see if you qualify for these or other energy saving measures



WASHTENAW COUNTY ETCS

Weatherization Program
336 Harriet Street
Ypsilanti MI, 48197

etcs

A Michigan Works! &
Community Action Agency

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: August 24, 2009
Re: Village Manager Report

1. Meeting Review:
 - August 6th Protomatic
 - August 6th Jim Haeussler of Cedars
 - August 11th DWRP Meeting
 - August 13th Dexter Fastner
 - August 13th Dexter Research Center
 - August 13th National City Bank
 - August 13th DDA Meeting
 - August 14th OHM Project Update Meeting
 - August 18th SRF Bond Conference Call
 - August 18th Variety Die

2. Upcoming Meeting Review:
 - August 20th K-Space
 - August 20th Able Tech
 - August 20th DAFD Board Meeting
 - August 21st MEDC Meeting
 - August 27th DDA Forest Alley Project Update

3. Baker Road Pavement Marking. After the micro surface is placed on Baker Road, new pavement markings will be installed. The diagonal crossing at Forest will not be replaced. Also recommended are pavement markings for unofficial bike lanes along the both sides of Baker. They would be painted but not marked with the official bike line markings because they wouldn't be wide enough to meet the guideline. It would allow for better bike access and potentially act as a traffic-calming device, as the road would appear narrower.

4. Forest Street Alleyway Update. Attached is an update from Janet at Beckett & Raeder.

5. LTAP Local Technical Assistance Plan. REMINDER The Asset Management workshop conducted by LTAP and hosted by the Village is scheduled for Thursday, August 27, 2009 at the Library from 6:00 p.m. to 8:30 p.m.

project memorandum

Date: 8.13.09
From: Janet Griscom, RLA
To: To All Concerned Participants
Project: **Village of Dexter-2009 Forest Street and Alleyway
Improvements Project Update**

1. Nagle Paving has completed most of the grading, concrete curb and gutter, installed the base and leveling course of asphalt. 80% of the concrete sidewalks have been installed this week as well as all the conduits for irrigation and lighting. The site was street cleaned and debris hauled away today. Parking along Forest Street was striped, Jeffords is open for parking but was unable to be striped. This week outside the Forest Street contract, Hopp Electric installed 2- 5" conduits from the future transformer behind the bank, across the alley to his property as determined by DTE.
2. Left to complete are any damaged/cracked curb and concrete areas, light poles to be installed with wire to pull, along with the completion of the irrigation system, signage, followed by landscaping and site restoration. The final wearing course of asphalt and pavement striping will follow approximately mid September.
3. Regarding the progress of DTE, all work orders have been received except the Bank. The Bank has informed Lorne Cook, DTE, that they are updating their HVAC system and coordinating any power needs. As of today Lorne says the transformer is scheduled to be installed next week, but could not provide the exact date. He also stated that DTE pulls the primary wire and A.F. Smith pulls the secondary. He expects the power shut down/ transfer to be sometime the first or second week of September.
4. Koch Masonry has installed the gate frame at the dumpster. Brick piers and the ornamental fencing at Jeffords and the alley are left to complete.
5. Jeffords and Forest Street are open for parking this weekend in time for Dexter Daze. However, the corner of Jeffords and Forest will be barricaded for safety reasons, even though Nagle has provided a rough aggregate base.

Village President Report

AGENDA 8-24-09
ITEM I-4

Hello Residents and Council Members,

Here is my written update of my activities:

Activities since the August 10, 2009 Village Council Meeting include:

August 11, 2009 - Met with Pat Kelly at Dexter Township to discuss Lima Township's decision to withdraw from the Dexter Area Fire Department

August 13, 2009 - Downtown Development Authority (DDA) Meeting - The main action item was the DDA Board acceptance of the low bid from ET MacKenzie for the Jeffords Street Reconstruction and Main Street Plaza project.

August 14 & 15, 2009 - Dexter Daze Activities & Parade

August 17, 2009 - Council Workshop - Grand Street Property

August 17, 2009 - Attended the CAPT/DART meeting and participated in the discussion of regional grant opportunities (Land Information Access Association) and regional fire service for the western part of Washtenaw County.

Future activities:

August 19, 2009 - Planning to attend the Firefighters Association picnic

August 20, 2009 - Meeting with Shawn Ferguson and Donna Dettling to review Economic Development - Business Retention report

August 24, 2009 - Village Council Meeting

September 10, 2009 - Downtown Development Authority (DDA) Meeting

September 11, 2009 - Upcoming meeting with Commissioner Mark Ouimet to discuss SPARK.

Please feel free to call me or send me an email anytime you have questions. I look forward to seeing you around town.

Shawn W. Keough

Village President

(734) 426-5486 (home number)

skeough@villageofdexter.org

Date: 8.13.09
From: Heath Hartt, P.E.
To: Dan O'Haver
Dexter Downtown Development Authority
8123 Main Street
Dexter, MI 48103

Project: Jeffords Phase II and Mill Creek Plaza

[Ⓢ]
initiative

Remarks:

In order to comply with Section 20 of the General Conditions of the 2008 Jeffords Project Bid Documents we requested competitive proposals from five (5) qualified firms for the Phase II (2009) portion of the project. The specific language in the General Conditions is as follows:

20. PROJECT PHASING. The graphic below illustrates the 2008 and 2009 project limits. The 2008 project limits (referenced on the map as Phase 1) are the subject of these specifications and construction documents. The reconstruction of Jeffords Street will commence in 2009. The successful bidder for the 2008 project, subject to contractor performance in 2008 and unit pricing, may be issued a Change Order for the 2009 project.

On August 11, 2009 at 2:00 PM those firms interested in performing the work were required to submit their quotations for the Phase II portion of the project at Village Hall. Three of the five firms submitted the required information by the deadline and these included:

- | | |
|------------------------------------|--------------|
| 1. E.T. McKenzie Company | \$312,693.85 |
| 2. Nagle Paving Company | \$363,890.00 |
| 3. Colasanti Construction Services | \$381,245.00 |

The project budget submitted in May-June 2009 for the preparation of the overall DDA fiscal 2009-2010 budget estimated this project at \$696,463 including project contingencies and allowances for unknown conditions. In addition, our estimate included a conservative estimate for earthwork and replacement of poor soils. Lastly, some components in the original budget estimate (\$696,463) have been authorized under change orders or proposals to Nagle Paving Company, E.T. McKenzie and A.F. Smith to accommodate the bridge project and the Schultz development and this work has been or is in the process of completion. These scope changes were reflected in the construction documents as issued to the five companies.

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

Petoskey Office
616 Petoskey St., Suite 100
Petoskey, MI 49770

Traverse City Office
800 Cottageview, Suite 2118
Traverse City, MI 49684

Toledo Office
419.242.3428 ph

734 663.2622 ph
734 663.6759 fx

231.347.2523 ph
231.347.2524 fx

231.933.8400 ph
231.944.1709 fx

project memorandum

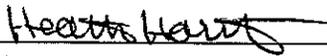
Although we have been satisfied with the performance of Nagle Paving Company on the Jeffords (2008) Phase I project their Base Proposal Sum and unit pricing is higher than E.T. McKenzie.

I have discussed the scope of the project with E. T. McKenzie and they have indicated that Nagle Paving Company will be their subcontractor for the paving portion of the Phase II project. This will ensure a degree of continuity in the project.

①

initiative

After a review of unit prices submitted by the three firms we are recommending that the Phase II (2009) portion of the Jeffords Project be awarded to E.T. McKenzie Company. Further, we would recommend that the Chairman and Secretary be authorized to sign the appropriate Agreements and Contracts.



Heath Hartt, P.E.

VENDOR APPROVAL SUMMARY REPORT

Date: 08/19/2009

Time: 12:34pm

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Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	REPAIR WORKSTATION	370.00	0.00
ERIN M. AIKEN	AIKEN/ERIN		279.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	1,569.50	0.00
AMSTERDAM PRINTING & LITHO	AMSTERDAM	ENVELOPES	406.62	0.00
ANDREWS CONSTRUCTION CO INC.	ANDREWS CO	STORM SEWER	7,650.00	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	1 SUGAR MAPLE	175.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	2 5 GAL WATER	11.50	0.00
AT&T	AT&T	734 R01-0375-438 5	70.81	0.00
BARRETT PAVING MATERIALS INC	BARRETT PA	COMM. TOPPIN TONS	465.46	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COVERED PERIOD 9/1-09/30/09	15,567.97	0.00
BOULLION SALES	BOULLION	BOLT	62.34	0.00
CINTAS CORPORATION	CINTAS	UTILITIES DEPT	690.28	0.00
CMR MECHANICAL	CMR	PARTS AND LABOR-VALVE REPLACEM	238.90	0.00
COMCAST - DPW	COMCAST -	09588 353732-01-8	130.54	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,130.44	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	AIKEN & VIEBAHN 09/01-09/31/09	233.40	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	OFFICE SUPPLIES	110.95	0.00
DEXTER MILL	DEX MILL	LAWN BAGS	104.50	0.00
DORNBOS SIGN & SAFTEY INC.	DORNBOS	FREIGHT CHARGES ONLY	19.92	0.00
DR. DAVID TRAYNOR	DR. DAVID	BRENDA TUSCANO	54.25	0.00
DTE ENERGY	DET EDISON	DTE BILLS	13,088.19	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	2,653.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	METER PARTS	346.69	0.00
FINGERLE LUMBER	FINGERLE	WARRIOR CRK PARK BENCH REPAIR	477.07	0.00
FLUID COMPONENTS INTERNATIONAL	FCI	BASIC FLEXSWITCH-CATALOG	1,540.00	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	BILLING PERIOD 09/01-10/1/09	527.86	0.00
GRAINGER	GRAING	BATTERY, LANTERN	56.40	0.00
HACH COMPANY	HACH CO	SUPPLIES	1,020.59	0.00
HEARTS & FLOWERS	HEARTS & F	BALLOON AND FLOWERS-BRIDGE CER	84.00	0.00
HERITAGE NEWSPAPERS	HERITAGE N	DEXTER DAZE & LEGALS	246.00	0.00
HIGHWAY MAINTENANCEE CONSTRUCTI	HYW MAINTEN	2009 ROAD MAINTENANCE PROGRAM	129,860.49	0.00
IDEXX DISTRIBUTION CORP	IDEXX DIST	QUANTI-CULT	960.63	0.00
JON HUEGLI	JON HUEGLI	REIMBURSE OVERPAYMENT	22.83	0.00
KLAPPERICH WELDING	KLAPPERICH	BRIDGE GUARD RAILS	540.00	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	SUPPLIES	40.94	0.00
MARY ANN SIMPKINS	SIMPKINS	FARMERS MARKET SUPPLIES	21.08	0.00
MCI	MCI	REVIEW SPEED DATA-CENTRAL	168.30	0.00
MICHIGAN MUNICIPAL LEAGUE	MI MUN LEA	THOM PHILLIPS-MEETING 9/09	70.00	0.00
MILLIGANS LANDSCAPE SERVICES L	MILLIGANS	RED PINE BARK MULCH-WARRIOR CR	245.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	SERVICE PERIOD 07/07-08/06/09 <i>2 months</i>	848.47	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	SOCKET, COUPLING, OIL, TUBING	189.74	0.00
PLANNING & ZONING CENTER, INC.	PLAN & ZON	YEARLY SUBSCRIPTION	185.00	0.00
SIGNS IN 1 DAY	SIGNS	FARMERS MARKET	462.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	652.78	0.00
SYNAGRO CENTRAL	SYNAGRO		15,423.14	0.00
US BANK CORPORATE TRUST	US		115,947.50	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL SERVICE	363.53	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	OT LOCAL UNIT MAY 09	37,856.25	0.00
WASTE MANAGEMENT	WASTE MANA	ROLL OFF	37,374.91	0.00
WEST SHORE SERVICES INC	WEST SHORE	REMOTE SIREN	19,600.00	0.00
Grand Total:			410,213.77	0.00

INVOICE APPROVAL LIST BY FUND

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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						
101-101.000-956.000	Council Di	HEARTS & FLOWERS BALLOON AND FLOWERS-BRIDGE CER	0	3676	08/18/2009	84.00
						84.00
Total Village Council						84.00
Dept: Village Manager						
101-172.000-721.000	Health & L	ERIN M. AIKEN	0		08/18/2009	279.00
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	1,835.87
101-172.000-721.000	Health & L	DR. DAVID TRAYNOR BRENDA TUSCANO	0		08/18/2009	54.25
101-172.000-721.000	Health & L	DENTAL NETWORK OF AMERICA AIKEN & VIEBAHN 09/01-09/31/09	0		08/18/2009	116.70
101-172.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	127.93
101-172.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8013149825	08/18/2009	88.99
101-172.000-977.000	Equipment	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8013149825	08/18/2009	297.99
						2,800.73
Total Village Manager						2,800.73
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC LEGAL SERVICES	0	1290466	08/18/2009	2,653.00
101-210.000-810.000	Attorney F	VARNUM, RIDDERING, SCHMIDT LEGAL SERVICE	0	795931	08/18/2009	363.53
						3,016.53
Total Attorney						3,016.53
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS DEXTER DAZE & LEGALS	0	1974726	08/18/2009	72.00
						72.00
Total Village Clerk						72.00
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	1,327.25
101-253.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	37.30
101-253.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8013149825	08/18/2009	85.75
						1,450.30
Total Village Treasurer						1,450.30
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	AMSTERDAM PRINTING & LITHO ENVELOPES	0	2107340	08/18/2009	406.62
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO. INC 2 5 GAL WATER	0	1136559	08/18/2009	11.50
101-265.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP OFFICE SUPPLIES	0	1371	08/18/2009	15.05
101-265.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP OFFICE SUPPLIES	0	1339	08/18/2009	65.15
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8013149825	08/18/2009	180.05
101-265.000-920.000	Utilities	DTE ENERGY DTE BILLS	0	08//18/09	08/18/2009	691.22
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS SERVICE PERIOD 06/07-07/06/09	0		08/18/2009	105.39
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS SERVICE PERIOD 07/07-08/06/09	0		08/18/2009	106.74
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION VILLAGE OFFICES	0		08/18/2009	63.40
101-265.000-937.000	Equip Main	ABSOLUTE COMPUTER SERVICES REPAIR WORKSTATION	0	61155	08/19/2009	370.00
						2,015.12
Total Buildings & Grounds						2,015.12
Dept: Village Tree Program						
101-285.000-803.000	Contracted	ARBOR CARE TREE SURGEONS 1 SUGAR MAPLE	0		08/18/2009	175.00
						175.00
Total Village Tree Program						175.00
Dept: Law Enforcement						

INVOICE APPROVAL LIST BY FUND

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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: Solid Waste								
		101-528.000-805.000	Solid Wast	WASTE MANAGEMENT COMMERCIAL	0	3653311	08/18/2009	18,804.10
		101-528.000-806.000	Contracted	WASTE MANAGEMENT ROLL OFF	0	3655330-1389-9	08/18/2009	487.35
								Total Solid Waste
								37,479.41
Dept: Parks & Recreation								
		101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	132.73
		101-751.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	6.26
		101-751.000-731.000	Landscape	HILLIGANS LANDSCAPE SERVICES L	0	2731	08/18/2009	245.00
		101-751.000-740.000	Operating	RED PINE BARK MULCH-WARRIOR CR	0	2820	08/18/2009	40.94
		101-751.000-937.000	Equip Main	LOWE'S BUSINESS ACCOUNT SUPPLIES	0	FS1376776	08/18/2009	477.07
				WARRIOR CRK PARK BENCH REPAIR				
								Total Parks & Recreation
								902.00
Dept: Insurance & Bonds								
		101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	2,302.67
								Total Insurance & Bonds
								2,302.67
								Fund Total
								114,643.52
Fund: Major Streets Fund								
Dept: Contracted Road Construction								
		202-451.000-803.000	Contracted	KLAPPERICH WELDING BRIDGE GUARD RAILS	0	9123	08/18/2009	540.00
		202-451.000-803.000	Contracted	ANDREWS CONSTRUCTION CO INC. STORM SEWER	0	1984	08/19/2009	7,650.00
		202-451.000-803.000	Contracted	HIGHWAY MAINTENANCEE CONSTRUCTI 2009 ROAD MAINTENANCE PROGRAM	0	08/19/09	08/19/2009	10,855.00
								Total Contracted Road Construction
								19,045.00
Dept: Routine Maintenance								
		202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	690.17
		202-463.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	32.55
		202-463.000-740.000	Operating	BARRETT PAVING MATERIALS INC COMM. TOPPIN TONS	0	113249	08/18/2009	155.69
		202-463.000-740.000	Operating	BARRETT PAVING MATERIALS INC COMM. TOPPIN TONS	0	112706	08/18/2009	309.77
		202-463.000-803.002	Pavement M	HIGHWAY MAINTENANCEE CONSTRUCTI 2009 ROAD MAINTENANCE PROGRAM	0	08/19/09	08/19/2009	79,005.49
								Total Routine Maintenance
								80,193.67
Dept: Traffic Services								
		202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	212.36
		202-474.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	10.02
		202-474.000-740.000	Operating	DORNBOS SIGN & SAFFEY INC. FREIGHT CHARGES ONLY	0	45226 FREIGHT	08/18/2009	19.92
		202-474.000-740.000	Operating	GRAINGER BATTERY, LANTERN	0	9049144992	08/18/2009	56.40
								Total Traffic Services
								298.70
Dept: Winter Maintenance								
		202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	424.72
		202-478.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	20.03
								Total Winter Maintenance
								444.75
								Fund Total
								99,982.12

INVOICE APPROVAL LIST BY FUND

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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: Local Streets Fund								
Dept: Routine Maintenance								
203-463.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	212.36
203-463.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	10.02
203-463.000-803.002	Pavement M			HIGHWAY MAINTENANCEE CONSTRUCTI 2009 ROAD MAINTENANCE PROGRAM	0	08/19/09	08/19/2009	40,000.00

Total Routine Maintenance								40,222.38
Dept: Traffic Services								
203-474.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	53.09
203-474.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	2.50
203-474.000-802.000	Profession			MCI REVIEW SPEED DATA-CENTRAL	0	3088A-66	08/18/2009	168.30

Total Traffic Services								223.89
Dept: Winter Maintenance								
203-478.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	106.18
203-478.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	5.01

Total Winter Maintenance								111.19

Fund Total								40,557.46
Fund: Streetscape Debt Service Fund								
Dept: Streetscape								
303-570.000-990.002	Debt '98 S			US BANK CORPORATE TRUST	0		08/18/2009	60,000.00
303-570.000-996.005	Streetscap			US BANK CORPORATE TRUST	0		08/18/2009	5,970.00

Total Streetscape								65,970.00

Fund Total								65,970.00
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
402-441.000-939.000	Vehicle Ma			BOULLION SALES BLADE	0	177727	08/18/2009	54.54
402-441.000-939.000	Vehicle Ma			BOULLION SALES BOLT	0	177740	08/18/2009	7.80
402-441.000-939.000	Vehicle Ma			PARTS PEDDLER AUTO SUPPLY SOCKET, COUPLING, OIL, TUBING	0	404628, 404615, 404872, 404997	08/18/2009	17.95

Total Department of Public Works								80.29

Fund Total								80.29
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COVERED PERIOD 9/1-09/30/09	0		08/18/2009	4,896.34
590-548.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 09/01-10/1/09	0		08/18/2009	120.53
590-548.000-740.000	Operating			DEXTER CARDS & GIFTS SHOP OFFICE SUPPLIES	0	1371	08/18/2009	30.75
590-548.000-740.000	Operating			PARTS PEDDLER AUTO SUPPLY SOCKET, COUPLING, OIL, TUBING	0	404628, 404615, 404872, 404997	08/18/2009	4.59
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	419525	08/18/2009	1,569.50
590-548.000-743.000	Chem Lab			IDEXX DISTRIBUTION CORP GAMMA IRRAD	0	238248214	08/18/2009	814.50
590-548.000-743.000	Chem Lab			IDEXX DISTRIBUTION CORP QUANTI-CULT	0	238248215	08/18/2009	146.13
590-548.000-745.000	Uniform Al			CINTAS CORPORATION UTILITIES DEPT	0		08/18/2009	180.00
590-548.000-802.000	Profession			SYNAGRO CENTRAL SYNAGRO	0	30198	08/18/2009	9,033.02

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-802.000	Profession	SYNAGRO CENTRAL	0	30192	08/18/2009	6,390.12
590-548.000-920.000	Utilities	DTE ENERGY	0		08/18/2009	4,608.14
590-548.000-920.001	Telephones	DTE BILLS	0	08//18/09		
590-548.000-920.001	Telephones	AT&T	0		08/18/2009	41.36
590-548.000-920.001	Telephones	734 424-1425 243 0	0		08/18/2009	105.39
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		08/18/2009	106.74
590-548.000-920.001	Telephones	SERVICE PERIOD 06/07-07/06/09	0			
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		08/18/2009	106.74
590-548.000-920.001	Telephones	SERVICE PERIOD 07/07-08/06/09	0			
590-548.000-935.000	Bldg Maint	PARTS PEDDLER AUTO SUPPLY	0		08/18/2009	76.57
		SOCKET, COUPLING, OIL, TUBING		404628, 404615, 404872, 404997		

					Total Sewer Utilities Department	28,123.68

					Fund Total	28,123.68
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		08/18/2009	1,224.08
591-556.000-722.000	Life & Dis	COVERED PERIOD 9/1-09/30/09	0		08/18/2009	80.36
591-556.000-745.000	Uniform Al	GADALETO, RAMSBY & ASSOCIATES	0		08/18/2009	162.28
591-556.000-751.000	Gasoline &	BILLING PERIOD 09/01-10/1/09	0		08/18/2009	162.28
591-556.000-751.000	Gasoline &	CINTAS CORPORATION	0		08/18/2009	162.28
591-556.000-751.000	Gasoline &	UTILITIES DEPT	0		08/18/2009	162.28
591-556.000-920.000	Utilities	CORRIGAN OIL COMPANY	0		08/18/2009	659.26
591-556.000-920.000	Utilities	GAS	0	5345442	08/18/2009	659.26
591-556.000-920.001	Telephones	DTE ENERGY	0		08/18/2009	5,664.05
591-556.000-920.001	Telephones	DTE BILLS	0	08//18/09		
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		08/18/2009	79.03
591-556.000-920.001	Telephones	SERVICE PERIOD 06/07-07/06/09	0		08/18/2009	79.03
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		08/18/2009	80.03
591-556.000-920.001	Telephones	SERVICE PERIOD 07/07-08/06/09	0		08/18/2009	80.03
591-556.000-955.000	Miscellaneous	JON HUEGLI	0		08/18/2009	22.83
591-556.000-955.000	Miscellaneous	REIMBURSE OVERPAYMENT	0		08/18/2009	22.83
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		08/18/2009	266.59
591-556.000-977.000	Equipment	METER PARTS	0	1708204	08/18/2009	266.59
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		08/18/2009	80.10
591-556.000-977.000	Equipment	METER PARTS	0	1709722	08/18/2009	80.10
591-556.000-977.000	Equipment	FLUID COMPONENTS INTERNATIONAL	0		08/18/2009	1,540.00
591-556.000-977.000	Equipment	BASIC FLEXSWITCH-CATALOG	0	1051891	08/18/2009	1,540.00
591-556.000-977.000	Equipment	HACH COMPANY	0		08/18/2009	117.00
591-556.000-977.000	Equipment	FLUORIDE KIT	0	6361482	08/18/2009	117.00
591-556.000-977.000	Equipment	HACH COMPANY	0		08/18/2009	903.59
591-556.000-977.000	Equipment	SUPPLIES	0	6355960	08/18/2009	903.59

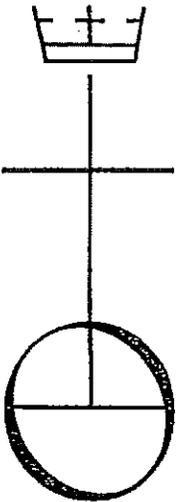
					Total Water Utilities Department	10,879.20

Dept: Long-Term Debt						
591-850.000-995.004	1998 Water	US BANK CORPORATE TRUST	0		08/18/2009	49,977.50
		GO BOND		08/18/09		

					Total Long-Term Debt	49,977.50

					Fund Total	60,856.70

					Grand Total	410,213.77



THE WEBSTER CHURCH
United Church of Christ
5484 Webster Church Road
Dexter, Michigan 48130-9635

AGENDA 8-24-09
ITEM J-2

Rev. José A. Malayang
Interim Pastor
Office: (734) 426-5115
Home: (734) 544-8527

August 19, 2009

Dear Dexter Village Council;

Saturday September 26, 2009 is the date for this year's annual Webster Fall Festival which is sponsored by Webster Church and the Webster Township Historical Society.

As in the past years we respectfully request permission to display a banner in downtown Dexter on the Fire Dept fence for two weeks prior to the festival. The banner is the same that we have used over the past few years. We can deliver the banner to the Fire Dept as we have in the past, when ever directed to do so by the village council.

We expect that our 28th annual Webster Fall Festival will be even more enjoyable for the community, and as in the past, we appreciate your assistance and cooperation.

Please address your reply to the undersigned.

Sincerely,

Chris Calleja - a3bc2co@gmail.com
Publicity Committee - Webster Fall Festival
6260 Webster Church Road
Dexter MI, 48130
734-426-3555

AGENDA 8-24-09

ITEM K-3.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council Members
From: President Keough & Trustee Carson
Date: August 18, 2009
Re: Land Information Access Association Grant

At the August 17, 2009 Chelsea Area Planning Team/Dexter Area Regional Team (CAPT/DART) meeting the Committee decided not to pursue the Land Information Access Association Grant. They may decide to revisit it at some point in the future and it will be brought back before Council at that time.

An appropriate motion would be to postpone this item indefinitely and remove it from the agenda.

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: August 18, 2009
Re: Drinking Water Revolving Fund Bond Notice of Intent

Attached is the Bond Authorization Resolution necessary for the issuance of up to \$3,100,000 in bonds to cover the cost of the water system improvements. Unlike with the bonds issued through the state revolving fund (SRF) for the sewer system improvements, this bond issue will need to go through a 45 day referendum period. The sewer bonds did not have to go through the referendum period because the Village is under an Administrative Consent Order.

We will not know until September whether we will be receiving first quarter or second quarter funding, or how much (if any) stimulus money will be available.

An estimated breakdown of the loan amount is included for your review. The costs are more of an estimate than the ones provided for SRF because the design process has not been completed. Once the ceiling is set on the bond amount by the notice of intent it cannot be raised, so bond counsel has recommended we advertise an amount 10% more than the engineers estimate. As with SRF, the final amount of the bond will depend upon the bids that are eventually received.

<i>Item</i>	<i>Cost Opinion</i>
Well and Well House	\$ 800,000.00
Transmission Main from Well to Existing Water System	\$ 600,000.00
High Service Pump Upgrades	\$ 400,000.00
Area 1 WM Upgrades - Grand, Forest and Inverness	\$ 1,000,000.00
TOTAL	\$ 2,800,000.00

**RESOLUTION AUTHORIZING NOTICE OF INTENT AND
DECLARING INTENT TO REIMBURSE**

VILLAGE OF DEXTER
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 24th day of August, 2009, at 7:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Village of Dexter, County of Washtenaw, State of Michigan (the "Village") intends to issue and sell bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water system, including construction and installation of a community well, construction of a well house, construction and installation of transmission mains, upgrades to the Water Treatment Plant and additional water main upgrades, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor (the "Project"); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 33 of Act 94, Public Acts of Michigan, 1933, as amended; and

WHEREAS, the Village intends at this time to state its intentions to be reimbursed from proceeds of the bonds for any expenditures undertaken by the Village for the Project prior to issuance of said bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in *The Dexter Leader*, a newspaper of general circulation in the Village.
2. Said notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the following form, as the same may be modified or amended by the Village Manager or the Village Clerk upon the advice of the Village's bond counsel, provided that the principal amount of bonds may not be increased without the approval of the Council:

**NOTICE TO TAXPAYERS AND ELECTORS OF THE
VILLAGE OF DEXTER, COUNTY OF WASHTENAW, MICHIGAN,
AND THE USERS OF THE VILLAGE'S WATER SUPPLY SYSTEM
OF INTENT TO ISSUE BONDS AND THE
RIGHT OF REFERENDUM RELATING THERETO**

PLEASE TAKE NOTICE that the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), in one or more series for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water supply system, including construction and installation of a community well, construction of a well house, construction and installation of transmission mains, upgrades to the Water Treatment Plant and additional water main upgrades, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor, to serve the users of the system.

SAID BONDS will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the Village from the operations of said water supply system. Said revenues will consist of rates and charges that may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

**ALTERNATE SOURCE OF PAYMENTS IN THE EVENT BONDS
ARE ADDITIONALLY SECURED BY THE LIMITED TAX
FULL FAITH AND CREDIT OF THE VILLAGE**

IN THE EVENT THAT THE VILLAGE COUNCIL DEEMS IT DESIRABLE TO SELL SAID BONDS TO THE MICHIGAN MUNICIPAL BOND AUTHORITY, THE VILLAGE MAY PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE VILLAGE DERIVED FROM IMPOSITION OF TAXES BY THE STATE AND RETURNED OR TO BE RETURNED TO THE VILLAGE AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the State Constitution. The Village may enter into an agreement providing for the payment of taxes, which taxes are collected by the State and returned to the Village as provided by law, to the Authority or a trustee, and such funds may be pledged for the payment of the bonds.

IN ADDITION TO THE FOREGOING, IN CASE OF INSUFFICIENCY OF SAID REVENUES, OR IN CERTAIN OTHER CIRCUMSTANCES IN WHICH THE VILLAGE MAY PLEDGE AS ADDITIONAL SECURITY FOR THE BONDS THE LIMITED TAX FULL FAITH AND CREDIT OF THE VILLAGE, THE PRINCIPAL OF AND INTEREST ON THE BONDS MAY BE PAYABLE FROM THE GENERAL FUNDS OF THE VILLAGE OR, IF NECESSARY, FROM AD VALOREM TAXES LEVIED UPON ALL TAXABLE PROPERTY IN THE VILLAGE, SUBJECT TO APPLICABLE STATUTORY AND CONSTITUTIONAL TAX RATE LIMITATIONS.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE VILLAGE IS FILED WITH THE VILLAGE CLERK OF THE VILLAGE, 8140 MAIN STREET, DEXTER, MICHIGAN 48130, WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE VILLAGE VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

Carol Jones, Village Clerk
Village of Dexter

3. The Council does hereby determine that the foregoing form of notice of intent to issue said bonds and the manner of publication directed is the method best calculated to give notice to the Village's taxpayers and electors of the Council's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The Village makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Village reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Village.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring, constructing, and equipping the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$3,100,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the Village's use of the proceeds of the debt to be issued for the Project to reimburse the Village for a capital expenditure made pursuant to this Resolution.
- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- (f) No proceeds of the borrowing paid to the Village in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Carol Jones, Village Clerk
Village of Dexter

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on August 24, 2009, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol Jones, Village Clerk
Village of Dexter

DELIB:3121747.1\022911-00024

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

AGENDA 8-24-09

ITEM L-2



August 13, 2009

Village of Dexter
8123 N. Main Street
Dexter, MI 48130

Attention: Ms. Donna Dettling
Village Manager

Regarding: Village of Dexter
5th Well and 2010 Water System Improvements

Dear Ms. Dettling:

OHM has been working on the preparation of engineering drawings and specifications for the above mentioned project. The overall project includes the proposed work at the new well site, upgrades at the existing water treatment plant and the first phase of water main replacement outlined in the DWRP Project Plan. Our schedule for completion remains to be prepared for a potential 1st Quarter FY 2010 DWRP Loan, to be eligible for the potential ARRA money that is available for principal forgiveness on the loan. Based on the recently posted draft 2010 Project Priority List (PPL), the Village's application ranked fairly high (13 of 84). Although it remains to be seen if this will be high enough to qualify for the ARRA money, we are continuing to prepare for that potential bid schedule, which will make the plans available for bidding around October 15, 2009.

To this point in the design process several additional items have come up for consideration, and we have worked with you and your staff to evaluate these for inclusion into the project. At this time, based on our evaluation and input from the Village Staff, the following is a summary of those items:

1. *Addition of Fluoridation Equipment for Village Water Supply* - Coincidentally, the issue of providing Fluoride in the Village's Public Water Supply was debated concurrent with this project. After consideration, the Village Council decided that they would like to add this to the water system. Since this project was already in the design phase, the timing was good to include this into the scope of work. The Village has already received a \$25,000 grant from the Michigan Dept. of Community Health and used that money to procure some of the equipment that will be required. In addition to the equipment already procured, some additional equipment is still needed, and the systems will be installed in conjunction with the new Well and upgrades at the existing Water Treatment Facility. At this time, we estimate that the total value of the equipment and installation will be approximately \$50,000. This does not include the costs to increase the building size at the existing Treatment Plant. This will be discussed further below.
2. *Misc. Improvements at Water Treatment Plant* - As part of the planned scope of work for this project, some work was proposed at the existing Water Treatment Plant (WTP) facility. This primarily consisted of upgrading the existing High-Service pumps. As part of our site visit to this facility, several other needs were identified. These included general clean-up and painting of the piping, filters, and building, replacement of the

building roof, replacement of existing valves, and some other miscellaneous work. The following is a list of these improvements and their estimated costs:

- a. Roof Replacement \$10,000
 - b. Clean-up & Painting \$ 5,000
 - c. Valve Replacement (14) \$50,000
3. *Sodium Hypochlorite (NaClO) Bulk Storage & Building Addition* – Currently the Village DPW can only purchase and store 3 or 4 - 15 gallon containers of the chemical that is used at the WTP for disinfection. In the summer days, this may only be one days' supply. This has been a significant inconvenience to the DPW staff, and presents increased safety risk with the amount of handling required. Since a building expansion will be required to add the equipment and storage required for the Fluoride system, it was logical to evaluate including bulk storage capacity for the NaClO. The bulk storage capacity will also allow for a reduced purchase price, based on the larger quantity. The estimated cost of the bulk storage tank is approximately \$10,000.
4. *Building Addition* – To accommodate the Fluoride equipment and NaClO bulk storage, an approximately 130 square foot addition is needed at the existing building. The estimated cost of this addition is approximately \$40,000.

The costs listed above are the estimated costs of the construction, including equipment, material, and installation. They are summarized below. We are currently completing updated cost estimates for the entire project, but at this time we anticipate that the other portions of the project are generally expected to be within the original estimates provided to the Village. However, the estimates included in the DWRF application included additional contingencies, that we expect can cover the cost of these additional improvements, and most should be eligible for the DWRF funding.

Fluoride	\$50,000	*\$25,000 of this covered with grant
Misc. Upgrades	\$65,000	
NaClO Bulk Storage	\$10,000	
Building Addition	<u>\$40,000</u>	
Total	\$165,000	

In addition to the construction costs estimated above, each of these items adds additional design effort to the project scope. Besides the items listed, additional effort has been put forth towards other items not covered in our original proposal. We have outlined the scope and estimated costs of the additional effort below.

SCOPE OF SERVICES

1. Assuming the Village chooses to add the items listed above, we estimate that the additional design effort associated with these items will add \$28,000 to the original design scope. This is inclusive of the effort that has already been put towards the identification and procurement of fluoride equipment for the MDCH grant, and the identification and estimating of the items of work listed above.
2. Our original scope of services from November of 2008 assumed that easements would be required for this project, and the preparation of those documents was included in the scope. However, since it was unknown what would be required for their procurement that effort was left separate as it was difficult to estimate in advance. To

date, we have expended approximately 80 hours working with the Village Staff, property owners, and the school district to secure the necessary easements for the project. This included making two revisions to the original easement locations on the school property, based on their requests, and working with the School District and Village attorney to negotiate the final version of the easement agreement. At this time, a revised easement description and amended Agreement are still required to meet the final requests of the school, and may need to include arrangements for the electrical service agreement, pending discussions with the school and Village. At this time we would estimate that an additional 40 hours may be required to finalize these revisions and the Agreement. Based on this, we would estimate the total cost of this effort not to exceed \$13,000.

SCHEDULE

While we strive to identify extra costs as soon as they arise, the nature of some of the above effort required that it be put forth immediately to continue proceeding with the project, so some of the above effort has been completed. However, we await final authorization before proceeding with the design of the additional improvements. To remain on schedule for the first quarter 2010 DWRf loan, we will need authorization to proceed immediately.

COST SUMMARY

Total Construction Cost	\$165,000
Total Engineering Cost	\$ 41,000

Similar to what was mentioned above with the construction costs, we feel the estimates included in the DWRf application will be sufficient to cover all of the above costs, and that most should be eligible. If you find this proposal acceptable, you can sign the correspondence below and return as confirmation. If you have any questions, please feel free to give me a call.

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



Rhett Gronevelt, P.E.
Client Representative
Cc: Ed Lobdell, Department of Public Services Superintendent

Village of Dexter
2010 DWRf Water System Improvements – Additional Work

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

FY 2010 FINANCING SCHEDULE
for the State Revolving Fund (SRF), the
Drinking Water Revolving Fund (DWRF) and the
Strategic Water Quality Initiatives Fund (SWQIF)

	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
Part I of Application Due	09/04/09	11/30/09	02/19/10	05/28/10
Part II Application Due FNSI Clearance Plans & Specs Approved User Charge System Approved	10/26/09	01/08/10	03/26/10	06/18/10
Bid Ad Published No Later Than	10/26/09	01/04/10	03/29/10	06/21/10
Part III of Application Due Bid Data Submittal (With Tentative Contract Award)	12/07/09	02/19/10	05/14/10	08/06/10
DEQ Order of Approval Issued*	12/21/09	03/10/10	06/02/10	08/25/10
Borrower's Pre-Closing with the Michigan Municipal Bond Authority (MMBA)	01/11/10	03/19/10	06/11/10	09/10/10
MMBA CLOSING	01/22/10	04/01/10	06/23/10	09/22/10

*In addition to MMBA requirements, all municipal bond sales must be reviewed and approved by the Local Audit and Finance Division of the Michigan Department of Treasury before an Order of Approval can be issued.

AN APPROVABLE APPLICATION FOR A REVOLVING FUND LOAN MUST INCLUDE:

1. A completed revolving fund application (Parts I, II, and III) including all required application information and assurances.
2. A detailed project description, cost breakdown, and project schedule.
3. Financial documentation to demonstrate ability for timely repayment of the loan and other assurances required by the application. (Part I)
4. If applicable, all executed intermunicipal service agreements. (Part II)
5. An approved User Charge System. (Part II)
6. An approved Project Plan. (Part II)
7. A set of plans and specifications suitable for bidding, including DEQ construction permit. (Part II)
8. A certified resolution from the applicant designating an authorized representative. (Part II)
9. Verification that the project has been advertised for bids or other appropriate procurement action. (Part II)

AGENDA 11-10-08

ITEM L-4

OHM

Engineering Advisors

November 4, 2008

115,000

Village of Dexter
8123 N. Main Street
Dexter, MI 48130

Attention: Ms. Donna Dettling
Village Manager

Regarding: Village of Dexter
5th Well and Water System Improvements
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering design services to prepare the final design and contract documents for the 5th Well and additional Water System Improvements.

PROJECT UNDERSTANDING

The Village has completed studies reviewing the existing water system. In November 2005, OHM completed a Water System Reliability Study for the Village, which was reviewed and accepted by the MDEQ and contained a number of recommended improvements for the Village's water supply system. Most recently, the 2008 Water System Improvements Report was completed that addressed additional capacity concerns and upgrades to the Village's existing water system.

Based on the existing and future water demand, it was recommended in the most recent report that a new well be constructed to increase the Village's water supply. The Village has identified the Dexter High School property at the southeast corner of Shield and Parker Roads as a good location for the new well field, and has completed drilling and aquifer testing at this location to confirm it is a viable site. Currently, the Village is negotiating the necessary land for the new well and related appurtenances, isolation area and transmission main to pursue construction of a new community supply well.

The following table from the 2008 Water System Improvements Report notes the recommended improvements to the system and the demand flow for when the Village will need to complete each improvement. The Village is currently pursuing Actions #1 and #2 to construct a new well field and upgrade the existing high service pumps at the Village's Water Treatment Plant.

Action	Type of Action	Flow Trigger	Cost Opinion
1. Drill 1 st well at new well field site with variable frequency drive, construct related treatment and build 12" transmission main	Required by MDEQ	Maximum Day reaches 800 gpm	\$1,300,000
2. Upgrade high service pumps at existing iron removal plant (3 pumps each rated for 400 gpm)	Required by MDEQ	Maximum Day reaches 900 gpm	\$250,000
3. Drill 2 nd well at new well field site	Required by MDEQ	Maximum Day reaches 1,100 gpm	\$500,000
4. Provide additional emergency storage (300,000 gallons)	Recommended	Needed for future design conditions	\$1,300,000
5. Water distribution system improvements	Recommended	Needed for current conditions	\$2,500,000
		Total:	\$5,850,000

*based on 2008 dollars

We note that the Village is currently considering various funding options, including the Drinking Water Revolving Fund. If the Village decides that the DWRF is the right funding mechanism for the Village, the Village may consider pursuing the other options noted within the 2008 Water System Improvements Report.

SCOPE OF SERVICES

We have developed this scope of services for the design of the new well site, transmission mains, and upgrades to the existing high service pumps as identified in the 2008 Water System Improvements Report dated July 2008. This design includes the following specific tasks:

Task 1. Complete a topographic survey and preliminary layout. – A topographic survey of the project area and a subsequent preliminary layout showing the well location, pump house, driveway, and transmission main will be completed. The following items are part of this task:

- A topographic survey will be completed for the area of the proposed well and isolation area, transmission mains, and driveway as outlined in red on the attached map.
- Topographic survey will also be completed along the Parker Road and Shield Road right-of-ways where the transmission mains are proposed, on the east and north sides of the roadways, respectively.
 - An easement description and documents for the school properties and residential properties will be developed. We currently estimate that four easements will be provided.
 - Soil borings will be obtained. We will coordinate with a geotechnical engineer and provide a separate proposal for these services.

- Existing public and private utilities on site will be identified. We will notify all known utility agencies of the proposed work, check the existing known utilities, public and private, within the project limits for conflicts and coordinate relocations.
- A meeting will be held with the Village staff and Dexter Community Schools staff and consultants prior to finalizing locations of the well appurtenances.
- Update preliminary opinions of probable cost for the project.
- Work with Williams and Works to obtain a second water chemistry analysis at the new well site to confirm the iron concentration and hardness of the water.
- Evaluate treatment options highlighting the capital costs versus O & M costs of the sequestering process and construction of an iron filtration plant.
- A Basis of Design Report will be prepared to size the system components prior to beginning the design efforts. The basis of design will review the required system hydraulics required for the WTP high service pumps and proposed Well #5. The well field hydraulics will be designed to accommodate the future expansion of the second well at the site, while calculating the system hydraulics required for the initial design. Additionally, chemical feed storage and feed rates will be determined as well as the size of the standby generator system.
- Review recommendations with Village staff to finalize desired treatment and basis of design for the proposed well site.
- Conduct a site visit to the existing Water Treatment Plant (WTP) to review the high service pumps and the existing electrical system. We have assumed that the existing system is adequate to serve the proposed high service pumps and that no modifications to upgrade the electrical are required.

Task 2. Provide a final design of the new well site, transmission main and high service pumps at the existing water treatment plant. The final design will include the following items:

- Prepare engineering drawings for the project, including the upgrades to the existing high service pumps at the WTP, the design for the new well, well pump, pump house with chemical treatment, standby generator (outside building), transmission mains, site improvements, and driveway. Electrical, mechanical piping, and architectural documents will also be included as part of the engineering drawings.
- A generator sized for both proposed and future well pumps will be included with the pump house design. The generator will be located exterior of the well house building and will be provided with a hospital grade weatherproof noise enclosure.
- OHM will work with sub-consultants, Williams and Works and SHA to coordinate the hydro-geologic and geotechnical information into the design of the project. OHM will work with UIS to integrate the proposed SCADA technology with the existing SCADA system.
- Submit permit applications to the appropriate agencies including the MDEQ (construction approval), WCRC (County right-of-way permit), and Washtenaw County (Soil Erosion and Sedimentation Control permit).
- Submit a schedule showing the general timeframe for completion.
- Prepare contract documents showing project details, pay items and special provisions. We anticipate that the proposed project may proceed in two separate contracts and bid packages due to the specialized nature of the work.

- Advertise the project(s) in Michigan Contractor and Builder and attend a bid opening. Complete the final bid package including plans and specifications for bidding purposes.
- Attend two Council meetings to update the Council of the project and award the contract.
- Prepare a final opinion of probable cost for the proposed work.

This Scope of Services does not include the following:

- Costs for geotechnical, hydro-geological, testing and SCADA integration
- Procurement of needed easements
- Design of an iron filtration plant at the new well site
- Water main improvements recommended as part of Action #5 on the above table
- Advertisement costs and Permit fees are not included and will be directly billed to the Village
- Application to DWRP (Project Plan), if considered.
- Construction Engineering Services will be provided under separate cover

DELIVERABLES

OHM will provide the Village with the following:

1. Easement documents for the water main easements from residential property owners and well easement from the school
2. Final design of the 5th Well and Water System Improvements including engineering drawings, specifications, and contract books for bidding
3. Preliminary opinion of probable cost
4. Project Schedule

SCHEDULE

OHM can begin work on immediately upon receipt of authorization. It is expected that it will take 3 to 4 months to complete the work identified in this scope of services.

ADDITIONAL SERVICES

In the event it becomes apparent that additional tasks will be required to complete the analysis, OHM will provide a separate proposal for professional services to the Village for approval prior to carrying out those items.

Specifically, the Village may decide that construction of an iron filtration plant at the new well site is the best option for the Village to pursue. This scope of services does not include design of an iron filtration plant, and a separate scope would need to be established.

Additionally, the Village may choose to apply for funding through the Drinking Water Revolving Fund (DWRP) that is administered by the MDEQ. If the Village decides that this is a desirable option, a separate scope of services for this work will be provided.

FEE

OHM proposes to provide the above outlined professional services on an hourly basis for an amount not to exceed \$115,000. The fee breakdown is as follows:

Task 1: Topographic Survey and Preliminary Layout	\$ 40,000
Task 2: Final Design	\$ 75,000
TOTAL	\$115,000

Compensation will be based on hourly rates times the cumulative hours worked. OHM will invoice the Village on a monthly basis.

CONTRACT TERMS AND CONDITIONS

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

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



Rhett Gronevelt, P.E.
Client Representative

Village of Dexter
Water System Needs Analysis

Accepted By: Donna Dettling
Printed Name: Donna Dettling
Title: Village Manager
Date: Approved @ Council 11/10/18

Motion requires waiting to start design after DCS/VOD Easement is official. DP.

AGENDA 8-24-09

ITEM L-3

OHM

Engineering Advisors

August 17, 2009

Village of Dexter
8123 N. Main Street
Dexter, MI 48130

Attention: Ms. Donna Dettling
Village Manager

Regarding: Village of Dexter
Dexter-Ann Arbor Road ARRA Improvements
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering design services to prepare the contract documents and bid package for the use of the Federal Funds available to the Village under the American Recovery and Reinvestment Act (ARRA).

PROJECT UNDERSTANDING

The Village was awarded approximately \$120,000 of Federal-Aid Highway money through the ARRA. The money has the normal requirements associated with STP-U money in that it must be spent on qualifying activities, and on a Federal-aid eligible roadway. Some additional requirements exist because of the ARRA appropriation. These requirements primarily impact the schedule, in that the project must be obligated by December 1, 2009. Unlike normal STP-U money, there is no required local match, so all eligible costs can be covered at 100%, up to the amount awarded. Because of the relatively short time frame for spending this money, it was programmed to be used for "preventative maintenance". This allowed some flexibility until the final limits and project could be established. Also, this type of project is fairly quick to prepare, or as the term has become known, "Shovel Ready".

Over the past couple of months we have worked with Village Staff to consider various potential projects. The initial thought was to use the money to conduct preventative maintenance (overlay) in the Downtown. However, we confirmed that the presence of the angled-parking in the Downtown area presents a problem because it does not meet American Association of State Highway and Transportation Officials (AASHTO) design standards. To utilize this funding or any other federal-aid on this stretch of roadway will require revisions to the parking, or undertaking a safety analysis to prove that the situation is acceptable. It is unlikely such an analysis would be successful.

Given this, the next location we reviewed was the stretch of Dexter-Ann Arbor Road, between Kensington and Meadowview. This stretch of pavement is in fair condition, and a candidate for an overlay. It also is the one segment that presents an issue for biking on the roadway, due to the lack of any bike lane or paved shoulder. We have completed a preliminary estimate to resurface the existing pavement in this stretch, and create a paved shoulder that would be wide enough to accommodate a 4' bike lane. In conjunction with this project, we also understand the Village may consider installing the bike-lane pavement markings where they don't exist from the east Village limit to Baker Road. Other improvements though this stretch were considered, such as curbing the

Advancing Communities

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roadway or providing a continuous center left-turn lane, but the proposed project already exceeds the amount of the federal funding.

Attached is a preliminary estimate for this project. The construction costs are estimated to be approximately \$160,000, including about \$20,000 for bike-lane pavement markings and signage outside of the Kensington-Meadowview limits. The financing for the project would follow the MDOT Local Agency Program (LAP), as was done with the other recently completed project on Dexter-Ann Arbor Road. We have attached a copy of the LAP bidding schedule. We would plan to submit the bid package to MDOT to be able to meet the February 2010 bid letting.

SCOPE OF SERVICES

The following is a detailed scope of services and assumptions to complete the project outlined above:

A. Design Parameters/Considerations

1. Road Classification: Collector Street, Class B
2. Design Speed of 30 mph with a posted speed of 25 mph.
3. General Design Standards: "MDOT 3R Design Standards"; Michigan Manual of Uniform Traffic Control Devices Standards, and Village of Dexter Standards as applicable.
4. Specifications: MDOT: "2003 Standard Specifications for Construction", including the current "MDOT Standard Plans for Roads and Bridges", supplemented by locally authored Special Provisions will be utilized.
5. Project Limits: Dexter-Ann Arbor Road will be rehabilitated from Kensington Street intersection, east to the point of beginning of the last project, just west of Meadowview Drive.
6. Horizontal Alignment: The horizontal alignment of the existing road is runs northwest to southeast.. No alignment changes are planned.
7. Vertical Alignment: The project will aim to maintain the existing vertical alignment making adjustments only where necessary if minimum slope issues or drainage problems exist.
8. Typical Roadway Cross-Section: The rehabilitated section will either be a single or double lift asphalt overlay depending budget restrictions. Crack repairs are included if required after milling the existing surface. Full depth pavement repairs are also included as required for failed areas, and a 4-foot wide paved shoulder will be constructed, with additional 2-foot gravel shoulder..
9. Driveways: It is anticipated that no driveway work will be required.
10. Drainage: The existing underground storm sewer system and catch basins will be utilized. Adjustments and potential reconstructions (depending on condition) to the existing drainage structures are planned.
11. Maintenance of Traffic: It is anticipated that the road will be rehabilitated utilizing flag control. Both in the milling operation and paving operation, two way traffic will be maintained. It is anticipated that the full two lanes of pavement should be opened at the end of every work day.
12. Lane Line Markings: Shall follow the latest version of the MMUTCD manual.
13. Permanent Signing: Signs are not anticipated to be impacted. No traffic sign coordination effort is included.
14. Street Lighting: Existing street lights exist in the corridor. There is no anticipated impact to these poles. No street light coordination effort is included.
15. Traffic Signals: The existing traffic signals at Dexter Ann Arbor Road and Meadowview will not be affected by the construction. No traffic signal coordination effort is included.
16. Utility Conflicts: Existing utility information will be requested. Because this is a rehabilitation, or surfacing project, with no change in the horizontal or vertical elevation of the roadway, utility conflicts are not anticipated. Any utility conflicts that do arise will

be quickly passed on to the affected utility company for resolution. One utility meeting will be scheduled to give all utility companies a chance to discuss this project.

B. Design Process

The Design Phase Services to be provided by OHM shall include the following:

1. Conduct field review of existing features in the area that may be affected by construction.
2. Check the existing known utilities, public and private, for interference within the project limits and coordinate relocation if identified as being in conflict with the proposed work. It is known there is a Village water main and sanitary sewer on the road. Any adjustments to Village owned facilities will be coordinated and new casting will be added to the project if the existing casting is damaged.
3. The general nature of this project suggests that a log format contract book is the best value for the Village. The log book will show pertinent details to construct the project such as project details including typical sections, maintaining traffic details, construction signage details, permanent signing and striping details and any non-MDOT standard details if required.
4. All sidewalk ramps within the project limits will be reviewed and, if required, upgraded to conform to ADA requirements. All ramps at the Kensington Street intersection will be replaced. Upgrades to sidewalks between blocks is not anticipated or included. Grading permits are not included in the base services, preparation or acquisition.
5. Prepare special provisions outlining project details, pay items in MDOT format with Village modifications.
6. Prepare the Programming application(s) to be sent to MDOT as required on all federal aid projects.
 - a. No SHPO approval will be required for this federal aid project since the road will not be widened.
 - b. Prepare project crash analysis as required for federal aid projects. This analysis will look for crash trends where mitigation additions can be recommended.
7. Prepare Maintenance of Traffic plans to minimize construction duration as agreed upon with the Village.
8. Prepare preliminary engineer's opinion of probable construction cost, breaking out the participating federal aid items from any locally funded work.
9. The draft log book will be forwarded to MDOT. The first formal submittal will be the pre-submittal at Grade Inspection (GI) phase (90% complete.)
10. Coordinate and attend the GI Plan review meeting with MDOT and the Village.
11. Following the GI, make requested changes to the project documents and then submit for a final review to the Village. Make agreed upon modifications, finalize details and submit plans and construction cost estimates to MDOT as required to complete the bid preparation process.
12. Final submittal to MDOT will include one copy of the following:
 - a. Project contract book (8 1/2" x 11" Contract Document)
 - b. Engineer's Opinion of Probable Construction Cost in MERL format
 - c. Copies of quantity calculations, if required.
13. Answer questions during the bidding process as requested by the MDOT.

DELIVERABLES

OHM will provide the Village with the following:

1. Copies of MDOT Local Agency Programming Forms for execution
2. Final copy of MDOT Log-Project submittal package
3. Final opinion of probable cost

SCHEDULE

OHM can begin work on immediately upon receipt of authorization. It is expected that the initial submittal to MDOT will take approximately 3 weeks to complete. From that point we will work with MDOT to see that the project is on schedule for a February 2010 bid letting.

ADDITIONAL SERVICES

In the event it becomes apparent that additional tasks will be required to complete the analysis, OHM will provide a separate proposal for professional services to the Village for approval prior to carrying out those items.

FEE

OHM proposes to provide the above outlined professional services on an hourly basis for an amount not to exceed \$18,500.

Compensation will be based on hourly rates times the cumulative hours worked. OHM will invoice the Village on a monthly basis.

CONTRACT TERMS AND CONDITIONS

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

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



Rhett Gronevelt, P.E.
Client Representative

Village of Dexter
Dexter/Ann Arbor Road – ARRA Project

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



Engineering Advisors

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

**OPINION OF PROBABLE
CONSTRUCTION COST**

Telephone: (734) 522-6711 FAX: (734) 468-4557

PROJECT: Village of Dexter - Main Street Federal Aid Paving
 LOCATION: Dexter-Ann Arbor Rd, Dexter MI
 BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL
 WORK: Resurfacing

DATE: Aug 12, 2009
 PROJECT NO. 0130-09-0051
 ESTIMATOR: Chris Nastally
 CHECKED BY: _____
 CURRENT ENR: _____

ITEM CODE	DESCRIPTION	PROJ. TOTAL	UNIT	UNIT PRICE	COST
1000001	Mobilization, Max. \$14,898	1	LS	\$ 7,449.00	\$ 7,449.00
2040006	Curb and Gutter, Rem	87	Ft	\$ 6.00	\$ 522.00
2040013	Sidewalk, Rem	27	Syd	\$ 7.00	\$ 189.00
2057002	_ Station Grading	9	Sta	\$ 1,500.00	\$ 13,500.00
2080025	Erosion Control, Silt Fence	1760	Ft	\$ 1.50	\$ 2,640.00
3020016	Aggregate Base, 6 inch	895	Syd	\$ 7.00	\$ 6,265.00
3070128	Shoulder, Cl II, 6 inch	384	Syd	\$ 27.00	\$ 10,368.00
4037050	_ DPW Structure Cover, Adj, Case 1	1	Ea	\$ 550.00	\$ 550.00
5020003	Cold Milling HMA Surface	3105	Syd	\$ 2.00	\$ 6,210.00
5020020	Pavt Joint and Crack Repr, Det 7	1817	Ft	\$ 5.00	\$ 9,085.00
5020021	Pavt Joint and Crack Repr, Det 8	455	Ft	\$ 8.00	\$ 3,640.00
5020025	Hand Patching	137	Ton	\$ 95.00	\$ 13,015.00
5020035	HMA, 36A	395	Ton	\$ 80.00	\$ 31,600.00
5020061	HMA Approach	35	Ton	\$ 110.00	\$ 3,850.00
8020023	Curb and Gutter, Conc, Det C4	87	Ft	\$ 18.00	\$ 1,566.00
8030002	Sidewalk, Conc, 4 inch	115	Sft	\$ 4.00	\$ 460.00
8030011	Sidewalk Ramp, ADA	115	Sft	\$ 8.00	\$ 920.00
8100156	Post, Steel, 3 lb	146	Ft	\$ 5.50	\$ 803.00
8100181	Sign, Type IIIB	26	Sft	\$ 16.00	\$ 416.00
8110035	Pavt Mrkg, Ovly Cold Plastic, 6 Inch, Crosswalk	478	Ft	\$ 2.00	\$ 956.00
8110036	Pavt Mrkg, Ovly Cold Plastic, 12 Inch, Crosswalk	1375	Ft	\$ 4.00	\$ 5,500.00
8110040	Pavt Mrkg, Ovly Cold Plastic, 24 Inch, Stop Bar	99	Ft	\$ 6.00	\$ 594.00
8110042	Pavt Mrkg, Ovly Cold Plastic, Directional Arrow Sym	9	Ea	\$ 130.00	\$ 1,170.00
8110045	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	1	Ea	\$ 130.00	\$ 130.00
8110050	Pavt Mrkg, Ovly Cold Plastic, Only	1	Ea	\$ 84.00	\$ 84.00
8110083	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	4508	Ft	\$ 0.50	\$ 2,254.00
8110087	Pavt Mrkg, Sprayable Thermopl, 6 inch, White	4891	Ft	\$ 0.50	\$ 2,445.50
8110088	Pavt Mrkg, Sprayable Thermopl, 6 inch, Yellow	3879	Ft	\$ 0.50	\$ 1,939.50
8117050	_ Pavt Mrkg, Ovly Cold Plastic, Bike Sym	9	Ea	\$ 175.00	\$ 1,575.00
8120003	Barricade, Type III, High Intensity, Double Sided, Furn	5	Ea	\$ 150.00	\$ 750.00
8120004	Barricade, Type III, High Intensity, Double Sided, Oper	20	Ea	\$ 2.00	\$ 40.00
8120030	Flag Control	1	LS	\$ 2,607.00	\$ 2,607.00
8120050	Minor Traf Devices	1	LS	\$ 2,980.00	\$ 2,980.00
8120100	Plastic Drum, High Intensity, Furn	50	Ea	\$ 35.00	\$ 1,750.00
8120101	Plastic Drum, High Intensity, Oper	50	Ea	\$ 1.00	\$ 50.00
8120135	Sign, Type B, Temp, Prismatic, Furn	60	Sft	\$ 5.50	\$ 330.00
8120136	Sign, Type B, Temp, Prismatic, Oper	60	Sft	\$ 1.00	\$ 60.00
8120275	ARRA Sign Type A, Temp, Prismatic, Furn	35	Sft	\$ 12.00	\$ 420.00
8120276	ARRA Sign Type A, Temp, Prismatic, Oper	35	Sft	\$ 1.00	\$ 35.00
8120277	ARRA Sign Type B, Temp, Prismatic, Furn	15	Sft	\$ 12.00	\$ 180.00
8120278	ARRA Sign Type B, Temp, Prismatic, Oper	15	Sft	\$ 1.00	\$ 15.00
8160020	Fertilizer, Chemical Nutrient, Cl A	11	Lb	\$ 3.00	\$ 33.00
8160042	Seeding, Mixture TUF	11	Lb	\$ 10.00	\$ 110.00
8160061	Topsail Surface, Furn, 3 Inch	223	Syd	\$ 4.00	\$ 892.00
8160090	Water, Sodding/Seeding	9	Unit	\$ 30.00	\$ 270.00

ITEM CODE	DESCRIPTION	PROJ. TOTAL	UNIT	UNIT PRICE	COST
8210005	Monument Box, Adj	1	Ea	\$ 700.00	\$ 700.00
8210010	Monument Preservation	1	Ea	\$ 800.00	\$ 800.00
8250085	Gate Well Cover, Adj, Case 1	2	Ea	\$ 550.00	\$ 1,100.00
8507011	_ Subbase, 4 inch, CIP	26	Syd	\$ 3.00	\$ 78.00
	Subtotal for Roadway				\$ 143,000.00
	Contingency 15%				\$ 21,000.00
	Engineering - 25%				\$ 41,000.00
	TOTAL OPINION OF PROBABLE CONSTRUCTION COST =				\$ 205,000.00

Assumptions:

- 1 Existing road is 24' wide and new road will be 32' of pavement (8' of widening for bike lanes) and 2' each side of aggregate shoulder.
- 2 Drives will be resurfaced as shown on exhibit.
- 3 No drainage improvements will be required.
- 4 The area of restoration will be very limited.
- 5 The sidewalk ramps on the East side of Kensington will be upgraded to meet current ADA guidelines. Other potential ADA improvements are not included in this estimate.
- 6 No irrigation equipment will be impacted.
- 7 Bike path signs and pavement markings will take place near intersections.
- 8 The additional pavement markings west of Kensington are estimated to replace existing markings only.

Local Agency Programs (LAP) FY 2010 Project Planning Guide

TS&L Or Pre G.I.	Program Application	Submit Acceptable G.I. Package	Approximate Grade Inspection Date	ROW, Att. B, Final Plans, Prop & Est	All MDOT Requested Revisions to LAP (4)	Advertise Date 5 Week	Letting Date	COMMISSION MEETING (Tentative) Thursday	Ad Board Meeting (1st & 3rd Tuesday)
04/10/09 F	05/08/09 F	05/22/09 F	06/19/09 F	07/24/09 F	08/07/09 F	08/21/09 F	10/02/09 F	10/22/09	11/03/09
05/15/09 F	06/12/09 F	06/26/09 F	07/24/09 F	08/28/09 F	09/11/09 F	09/25/09 F	11/06/09 F	* 11/19/09	12/01/09
06/12/09 F	07/10/09 F	07/24/09 F	08/21/09 F	09/25/09 F	10/09/09 F	10/23/09 F	12/04/09 F	* 01/28/10	^ 01/05/10
07/10/09 F	08/07/09 F	08/21/09 F	09/11/09 F	10/23/09 F	11/06/09 F	*11/25/09 W	01/08/10 F	01/28/10	02/02/10
08/07/09 F	09/04/09 F	09/18/09 F	10/16/09 F	11/16/09 M	12/11/09 F	*12/23/09 W	02/05/10 F	02/25/10	03/02/10
09/11/09 F	10/09/09 F	10/23/09 F	11/20/09 F	12/18/09 F	01/08/10 F	01/22/10 F	03/05/10 F	03/25/10	04/06/10
10/09/09 F	11/06/09 F	11/20/09 F	12/18/09 F	01/22/10 F	02/05/10 F	02/19/10 F	04/02/10 F	04/29/10	05/04/10
11/06/09 F	12/04/09 F	12/18/09 F	01/15/10 F	! 02/24/10 W	03/12/10 F	03/26/10 F	05/07/10 F	05/27/10	06/01/10
12/04/09 F	*12/30/09 W	01/15/10 F	02/12/10 F	! 03/24/10 W	04/09/10 F	04/23/10 F	06/04/10 F	06/24/10	07/06/10
01/08/10 F	02/05/10 F	02/19/10 F	03/19/10 F	! 04/28/10 W	05/14/10 F	05/28/10 F	07/09/10 F	07/29/10	08/03/10
02/12/10 F	03/12/10 F	03/26/10 F	04/23/10 F	05/28/10 F	06/11/10 F	06/25/10 F	08/06/10 F	08/26/10	09/07/10
03/12/10 F	04/09/10 F	04/23/10 F	05/21/10 F	06/25/10 F	07/09/10 F	07/23/10 F	09/03/10 F	09/30/10	10/05/10
04/09/10 F	05/07/10 F	05/21/10 F	06/18/10 F	07/23/10 F	08/06/10 F	08/20/10 F	10/01/10 F	10/28/10	11/02/10
05/14/10 F	06/11/10 F	06/25/10 F	07/23/10 F	08/27/10 F	09/10/10 F	09/24/10 F	11/05/10 F	11/25/10	12/02/10
06/11/10 F	07/09/10 F	07/23/10 F	08/20/10 F	09/24/10 F	10/08/10 F	10/22/10 F	12/03/10 F	01/27/11	^ 01/04/11

- All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a Type, Size and Location (TS&L) submittal.
- For projects that may require an Environmental Assessment, the Program Application and supporting documents must be submitted to LAP at least six months prior to advertisement date.
- For reconstruction (4R) projects on the National Highway System (NHS) and over \$5,000,000 in total cost, submit Plans, Proposal, and Estimate to LAP at least two weeks prior to the dates shown in this guide.
- Final date that all MDOT requested revisions are to be received by MDOT LAP, so that all modifications identified during the final plan review can be incorporated
- *: Date adjusted due to holiday. !: Earlier turn in date due to busiest lettings. ^: Tentative Date
- Schedule is based on requirements for letting projects through E-Proposal and ProjectWise
- M- Monday, T-Tuesday, W-Wednesday, TH- Thursday, F- Friday

Plan10gd.doc 08/04/2009



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CONTACT ONE OF OUR SPECIALISTS FOR MORE INFORMATION ON ANY OF OUR SERVICES OR TO SCHEDULE A CONSULTATION WITH ONE OF OUR SPECIALISTS.

013000051

VILLAGE OF DEXTER

STATE OF MICHIGAN

DEPARTMENT OF HEALTH & HUMAN SERVICES

DEPARTMENT OF COMMUNITY DEVELOPMENT

DEPARTMENT OF LAND & WATER

DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TREASURY

DEPARTMENT OF WORKERS COMPENSATION

1

EXHIBIT

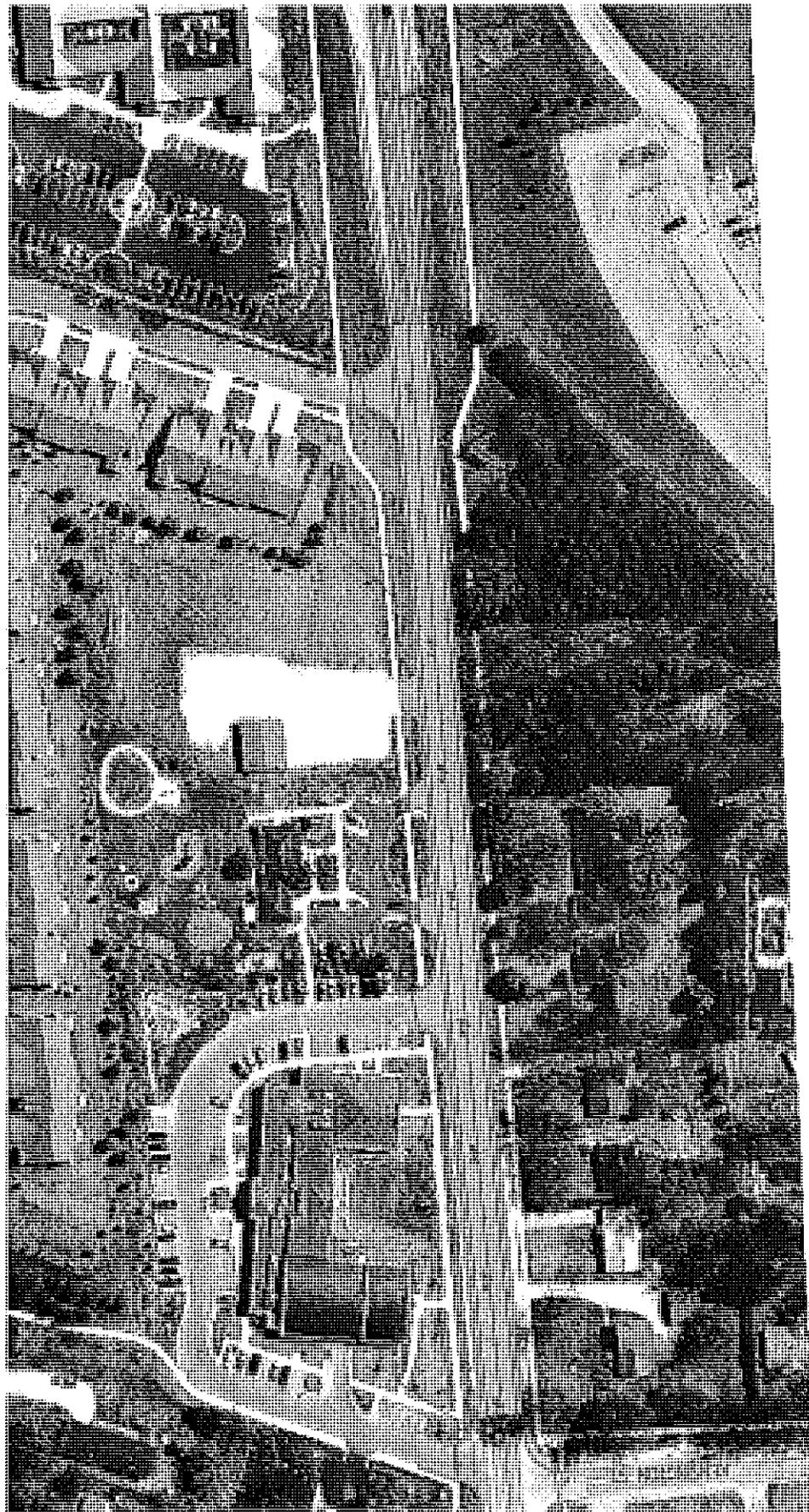
FROM KENNINGTON TO MEADOWVIEW

DEXTER ARBOR ROAD RESURFACING

WASHINGTON COUNTY, MICHIGAN

VILLAGE OF DEXTER

77



Dexter Area Fire Department

Interlocal Agreement

THIS INTERLOCAL AGREEMENT is entered into by and between the VILLAGE OF DEXTER, DEXTER TOWNSHIP, LIMA TOWNSHIP and WEBSTER TOWNSHIP (hereinafter referred to individually as "PUBLIC AGENCY") all being Michigan municipal corporations in the County of Washtenaw, Michigan in consideration of the undertaking of the Public Agencies unto each other.

WITNESSETH:

WHEREAS, each Public Agency is authorized by state law to exercise jointly with each other public agency any power, privilege or authority which said agencies share in common and which each might exercise separately (1967 Ex Sess P.A. 7, MCL 124.501 et. seq., MSA 5.4088 (1) et seq.; 1951 P.A. 35, MCL 124.1 et. seq.; MSA 5.4081 et. seq.); and

WHEREAS, a village is authorized by state law to provide for fire protection, establish and maintain a fire department (1895 P. A. 3, Chapters VII and X, as amended, MCL 67.1 et. seq. , MSA 5.1285 et. seq.; MCL 70.1 et. seq., MSA 5.1397 et seq.) and a general law township is authorized by state law to provide for fire protection, establish and maintain a fire department (1945 P.A. 246 as amended, MCL 41.181, MSA 5.45 (1); 1951 P.A.33 as amended, MCL 41.801 et. seq., MSA 5. 2640 (1) et. seq.); and

WHEREAS, the Public Agencies, acting jointly, are authorized by state law to enter into an interlocal agreement to establish, maintain and operate a fire department and appropriate monies therefore from general or contingent funds, and/or specially assess the costs thereof against the lands benefitted thereby in their respective jurisdictions (1967 EX Sess P.A. 7, as amended, MCL 124.501 et seq., MSA 5.4088 (1) et seq.; 1951 P.A. 33, MCL 41.801 et seq., MSA 5.2640 (1) et seq.); and

WHEREAS, the Public Agencies are authorized to operate an ambulance service and enter into interlocal agreement to furnish such service and defray all or part of its cost by either collecting fees for service or levying special assessments with voter approval, and such service may be in connection with fire protection service (MCL 333.20346, MSA 14.15 (20346); MCL 41.711, MSA 5.160); and

WHEREAS the Public Agencies deem it to be in the best interests of their citizens to jointly establish and maintain a fire department, and to make certain transfers of functions and responsibilities and enter into an interlocal agreement on the terms and conditions hereinafter set forth, under the authority of said statues;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I PURPOSE

There is hereby established by concurrent resolution of the Public Agencies hereto a fire department which shall be known as the DEXTER AREA FIRE DEPARTMENT (hereinafter "Department") The center of operations and control of the Department shall be located in the Village of Dexter with substation(s) being subsidiary thereto. The Department shall have the functions and responsibilities for providing such fire fighting and extinguishing protection, to include without limitation, hazardous materials transportation emergencies, and such rescue, extraction and emergency medical treatment as shall be necessary or proper to protect the persons and property within the Public Agencies in accordance with the provisions hereinafter set forth.

ARTICLE II SERVICE AREA

The geographical area to be serviced by this agreement is set forth in Exhibit "A" attached hereto and made a part hereof. The Fire Administration Board shall be authorized to amend the geographical area to be serviced, provided that such amendment is consented to by the Public Agency in which the geographical area is situated.

ARTICLE III SEPARATE ENTITY

(1) *Fire Administration Board.* The Department shall be governed by the Fire Administration Board (hereinafter "Board") and shall be a public body separate from the Public Agencies hereto. The board shall administer the Department in accordance with this agreement and execute the common powers hereinafter set forth.

(2) *Privileges and Immunities.* Unless otherwise provided under state law, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, all pensions, relief, disability, workman's compensation and other BENEFITS which apply to the activity of officers, agency or employees of any public agency or employees of any public agency when performing their respective functions within the territorial LIMITS for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement. Nothing contained herein shall relieve a Public Agency hereto of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one (1) or more of the Public Agencies hereto or the entity created hereby in which case the performance may be offered in satisfaction of the obligation or responsibility.

(3) *Membership, Meetings, Voting Compensation, By-laws.* The Board shall consist of two (2) members from each Public Agency and one (1) member appointed by the board as hereinafter provided. The governing body of each Public Agency shall appoint two (2) members to the Board for terms of six (6) years, except the first member appointed shall

be appointed for a four (4) year term. Members appointed by a Public Agency shall be residents of the appointing Public Agency. The Board, at its first meeting, shall, by resolution approved by a majority of its members, appoint one (1) member who shall be a resident of a participating Public Agency and shall serve for a six (6) year term. A member of the Board shall not be an employee of a fire department of a participating Public Agency. The members of the Board shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties. A vacancy on the Board shall be filled by the original appointing governing body for the remainder of the unexpired term. Members of the Board may be removed by the appointing body. The members shall annually elect a chairperson, a vice-chairperson and a secretary-treasurer from the Board membership.

The Board shall hold regular meetings once every two (2) months and special meetings as necessary at times as it determines.. The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members constitute a quorum for the transaction of business and the affirmative vote of a majority of all the members shall be necessary for the adoption of a motion or resolution. The business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with Act No. 266 of the Public Acts of 1976, as amended, Public Notice of the time, date and place of the meeting shall be given in the manner required by Act No. 266 of the Public Acts of 1976, as amended.

A writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended. The Village of Dexter shall provide to the Board, for a period of not less than one (1) year from the effective date of this Agreement, such administrative services as are necessary or proper to operate the Department Such expense so incurred by the Village of Dexter shall be deemed an operating expense of the Department.

ARTICLE IV POWERS

In addition to the other powers contained herein, and unless otherwise provided by state law, the Board shall have the power to establish and maintain a fire department and to provide for rescue and emergency medical treatment; to organize and maintain fire companies; to employ and appoint a chief and such firemen and officers as shall be required for the proper and efficient operation and maintenance of the Department; to make and establish rules and regulations for the government of the Department, employees, firemen and officers thereof and for the care and management of the engines, apparatus, property and buildings pertaining to the Department, and for the prescribing of the powers and duties of such employees, officers and firemen. The Board may contract with the Township board or legislative body of any township, city or village which maintains a fire department for the service thereof or for the care, maintenance and operation of said apparatus and equipment by the fire department of such township, city or village, upon such terms as may be agreed upon and may contract with the legislative body of any village which does not maintain a fire

department to furnish fire protection to the village upon such terms as may be agreed upon. The Board may in its own name make and enter into contracts to employ agencies or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property, incur debts, liabilities or obligations of any parties to this Agreement. The Board shall not possess the power or authority to levy any type of tax within the service area, as defined in Article II herein, or to issue any type of bond in its own name, or in any way indebted a Public Agency hereto.

ARTICLE V PROPERTY

The Public Agencies hereto agree that the existing equipment of the Dexter Village Fire Department, to include without limitation, those items set forth in Exhibit "B" and made a part hereof, shall be the property of the Department free and clear of any right, claim, or interest of any Public Agency hereto and, any right, duty, obligation, liability or debt owed to others by the Village of Dexter on behalf of the Dexter Village Fire Department, as set forth Exhibit "C" and made a part hereof, shall constitute a right, duty, obligation, liability or debt owed by the Department. Any property, real, personal or mixed acquired by the Department from the effective date of this agreement shall be the property of the Department free and clear of any right, claim or interest of any Public Agency hereto, except as otherwise provided herein. The Village of Dexter agrees to lease to the Department for the duration of this agreement a portion of the premises commonly known as 8140 Main, Dexter Village, Washtenaw County, Michigan upon such terms and conditions as contained in Exhibit "D" and made a part hereof.

ARTICLE VI TRANSFER OF EMPLOYEES

Such employees as are on the date hereof employed by the Village of Dexter for the Dexter Village Fire Department shall be transferred to and appointed as employees of the Department subject to all rights and benefits. These employees shall be given seniority credits, sick leave, vacation, insurance and pension credits in accordance with the records or labor agreements of the Village of Dexter. Members and beneficiaries of any pension or retirement system or other benefits established by the acquired system shall continue to have rights, privileges, benefits, obligations and status with respect to such established system. No employee who is transferred to the Department shall by reason of such transfer be placed in any worse position with respect to workmen's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that he/she enjoyed as an employee of the Village of Dexter.

ARTICLE VII DEXTER FIREMAN'S ASSOCIATION

It shall be the policy of the Department to recognize the valuable services performed by its volunteer firemen, and to that end the Board may refer any policy decision to the

DEXTER FIREMEN'S ASSOCIATION for its review and recommendation prior to the Board's acting thereon.

ARTICLE VIII SUBSTATION(S)

Substation(s), except for existing buildings may be built by the Department at locations determined by vote of the Board in the area of greatest need or by a Public Agency. Substations may be equipped by the Department or the Public Agency and shall be operated by the Department. In the event a Public Agency with a substation owned by the Department wishes to withdraw from the Agreement the Public Agency will purchase the building from the Department at a price determined by a Board approved appraisal firm. The disposition of Department owned equipment will be determined by vote of the Board.

ARTICLE IX SERVICE FEE

1. In consideration of the covenants herein, the Public Agencies hereto agree to pay the Department in quarterly installments on the last day of March, June, September and December an amount as hereinafter set forth. The Department shall submit to each Public Agency hereto a statement of quarterly amount due on or before the First(1ST) day of March, June, September and December. The Department shall determine the amount due from each Public Agency to which the Department is rendering fire, rescue or emergency medical service, excluding mutual aid agreements, in accordance with the following: Definitions as used in this Agreement:
 - (a) "Main Station" means the facilities of the Department located in the Village of Dexter from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
 - (b) "Substation" means the facilities of the Department, other than the main station from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
 - (c) "Fiscal year" shall be the period from and including January 1 to and including December 31 of each year.
 - (d) "Department Budget" (DB) is the current fiscal year budget for the Department as established by the Board. The Public Agencies shall make payment in advance for services rendered by the Department
 - (e) "Department Net Expenditure" (DNE) means the Department's actual operating, administration and maintenance expenditures) department use fees (DUF), and including miscellaneous revenues received by the Department. Department net expenditure (DNE) shall include contributions to a Capital Replacement Fund and/or acquisition of all assets by the

Department during the current fiscal year. The Board may accumulate a budget reserve not to exceed ten (10%) percent of the then department net expenditure (DNE), excluding Capital Replacement Funds and accumulated funds for purchase of non-replacement property. Department net expenditures shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year.

- (f) "Department Run" (DR) is the act of the Department dispatching one (1) or more vehicles from the main station, or combination main station and substation(s), to respond to a fire, rescue or emergency medical treatment call.
- (g) "Mutual Aid Run" (MAR) is the act of the Department dispatching one (1) or more vehicles from the main station, substation(s), or a combination main station and substation(s) to respond to a fire, rescue or emergency medical treatment call outside of the service area as set forth in Article II herein.
- (h) "Department User Fee" (DUF) means a service charge assessed pursuant to Article XI of this Agreement for a department run (DR).
- (i) "Department Run-Ratio" (DRR) means the number of department runs (DR), excluding mutual aid runs (MAR) divided into the number of runs made to each Public Agency (DRPA). The Department run-ratio shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year. This department run-ratio (DRR) shall be the run-ratio used for each Public Agency during the four (4) quarters of the successive year.

Formula: DRPA divided (DR-MAR) = DRR

- (j) "Total Amount Previously Paid" (TAPP) is the sum of the amount paid to the Department per Public Agency during the four (4) quarters of the previous year.
2. The Public Agencies hereto shall pay to the Department, as compensation for services rendered by the Department, a service fee computed in accordance with the following formula:
- (a) Quarterly Installments: June, September, December $[.25 \times \text{DB} \times \text{DRR}] = \text{amount due.}$
 - (b) Quarterly Installment: March $(\text{DNE} \times \text{DRR}) - \text{TAPP} = \text{Amount due}$ 3. The Department is authorized to accept gifts, grants, assistance funds or bequests and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.
4. The Department is authorized to make claim for federal or state aid payable to the

Department and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.

5. The Board shall annually determine the amount to be paid into the Capital Replacement Fund pursuant to the department budget (DB). The amount so established shall be based upon the realistic useful life of the property of the Department and its estimated replacement costs on its projected date of purchase.
6. The department budget (DB) shall be prepared in accordance with the UNIFORM BUDGET MANUAL FOR LOCAL UNITS OF GOVERNMENT IN MICHIGAN published by the State of Michigan, Department of Treasury. Complete financial records shall be kept by the Board and shall be available for inspection by interested parties in the office of the Department during regular office hours. The financial statements of the Department shall be audited annually by an independent public accountant. The audit shall be performed in accordance with generally accepted auditing standards and shall include tests of accounting records, and such other auditing procedures as deemed appropriate by the auditor. The Board shall submit to each Public Agency hereto an audit statement to include the expression of the auditor's opinion on whether the financial statements present fairly the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles consistently applied. Additional information to be presented shall include computation of run ratios and be certified as fairly stated in relation to the financial statements taken as a whole.
7. Expenses incurred by any Public Agency hereto for the formation or development of the entity created herein shall be reimbursed by the Department and such liability shall be deemed an operating expense in the first department budget (DB).

ARTICLE X FIRE CODE

Unless otherwise provided for under state law, the Board shall adopt by resolution such proposed ordinances as it shall deem necessary to guard against the occurrence of fires and to protect the property and persons of the citizens against damage and accident resulting therefrom. Such proposed ordinances may be adopted from any standard fire prevention code which has been promulgated by the state or by any department, board or agency thereof, or by any national organization or association which is organized and conducted for the purpose of developing such codes. Any Public Agency so adopting such ordinance may publish by reference in accordance with MCL 41.805; MSA 5.2640 (5).

ARTICLE XI STANDARDS

The Department shall maintain such standards, to include training, performance and equipment as shall be required by the State of Michigan. Unless otherwise provided by state law, such standards shall be deemed minimum standards and nothing contained herein shall prohibit the Department from establishing more stringent standards.

ARTICLE XI INDEMNIFICATION/INSURANCE

The Department shall indemnify, defend and save the Public Agencies hereto harmless from any and all claims for personal injury, property damage or otherwise resulting from or arising out of, or which are incidental to the functions or responsibilities herein transferred to the Department or arising out of, from or incidental to the operation of the Department. The Board shall keep effective from the effective date of this agreement until termination of this agreement, an insurance policy insuring the Department and the Public Agencies hereto, as additional insured parties, against said liability. A certificate evidencing the same shall be delivered to the Public Agencies hereto forthwith. Such certificates shall provided that the insurance evidenced thereby will not be canceled before the expiration date thereof unless notice is given to the Public Agencies hereto at least thirty (30) days prior to the effective date of such cancellation.

ARTICLE XIII TERMINATION

1. This Agreement shall become effective upon the date as set forth in Article XVI herein and shall continue and remain in effect until terminated by mutual agreement of all the parties hereto. In the event of such termination, the Village of Dexter shall receive in an "as is" condition such assets as set forth in Exhibit "B" which are possessed by the Department on the date of termination, free and clear of any claim, right or interest of the Department or any party hereto. Such other assets of the Department shall be divided among the parties hereto in proportion of the aggregate amounts received from each party hereto pursuant to the department budget (DB) from and after the effective date of this Agreement.
2. Any party hereto may withdraw from this Agreement by written notice of withdrawal served upon each other party hereto by certified mail, whereupon this Agreement shall, as to that withdrawing party, terminate not less than one (1) year from the date of said notice. The party withdrawing shall have no interest, claim or right to any asset, real, personal or mixed of the Department except as listed in Article VIII Substations.
3. Any party hereto who for any reason fails, refuses or neglects to make payment to the Department, as herein provided, shall be served with a written notice of intent to terminate service sent by certified mail to the delinquent Public Agency forty-five (45) days from the date of quarterly installment. Notice of such termination shall be published in a newspaper of general circulation in the

delinquent Public Agency stating that if payment from the delinquent Public Agency is not received within thirty (30) days from the date of publication, the Department shall terminate all services to the delinquent Public Agency. A Public Agency so terminated shall have no interest, claim or right to any asset, real, personal or mixed of the Department.

**ARTICLE XIV
MODIFICATION**

This Agreement may be amended by mutual consent and concurrent resolution of all the Public Agencies hereto.

**ARTICLE XV
EFFECTIVE DATE APRIL 1, 1985
Amended 000 0, 1990**

This Interlocal Agreement shall take effect upon a date set forth in a Concurrent Resolution adopted by the governing body of each Public Agency hereto. In the event that one (1) or more Public Agencies does not adopt said Concurrent Resolution approving this Agreement, then this Agreement shall not take effect and shall be null and void. This Interlocal Agreement shall be filed with the County Clerk for the County of Washtenaw, Michigan and with the Secretary of State prior to the effective date of this Agreement.

**ARTICLE XVI
BINDING AGREEMENT**

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto., if any there be. By executing this Agreement, the officer of each of the parties hereto affirm and attest that the governing body they represent has adopted a concurrent resolution approving the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their fully authorized representatives and have executed ten (10) copies of the Agreement.

Resolution 2009-07, Withdrawal from the Dexter Area Fire Department was proposed by Bareis and supported by Laier.

WHEREAS, Lima Township as a part of the Chelsea Area Fire Authority (CAFA) has voted for and approved a millage in May of 2009 and that CAFA was formed under Michigan Public Act 57 of 1988 and is applicable to Michigan Public Act 57 of 1988, shall follow the law of said Public Act;

WHEREAS, The Dexter Area Fire Department (DAFD) Article XIII, 'Termination' provides for two options of termination and Lima Township wishes to terminate at the end of the billing date of November 30, 2009 to provide an equitable transition with the end of the DAFD budget year of December 31, 2009;

WHEREAS, Lima Township is asking for a withdrawal from the Dexter Area Fire Department with no interest, claim or right of any assets, real, personal or mixed of the DAFD, (see Art. XIII, par. 2 & 3),

WHEREAS, Lima Township would seek to have CAFA contract with DAFD for certain portions of Lima Township for fire and emergency services.

THEREFORE, Lima Township moves to withdraw from the Dexter Area Fire Department (DAFD) as of the end of November 30, 2009 with an agreeable concurrent resolution from each of the governing bodies of the Dexter Area Fire Department Interlocal Agreement, those being Dexter Village, Webster Township, and Dexter Township, with the expectation that the DAFD would provide aid to a certain area of Lima Township through an agreement with the Chelsea Area Fire Authority (CAFA).

Ayes: Laier, Bareis, Havens and Unterbrink. Nays; None. Absent: McKenzie.

Resolution declared adopted this 10th day of August, 2009.

I hereby certify the foregoing is a true and complete copy of a Resolution adopted by the Township of Lima, Washtenaw County, Michigan, at a regular meeting held on the 10th day of August, 2009.



Arlene R. Bareis, Clerk

Dated August 10, 2009

READING, ETTER & LILlich

ATTORNEYS AT LAW

SUITE 575

101 NORTH MAIN

ANN ARBOR, MICHIGAN 48104

(734) 769-9050

FAX (734) 769-9055

JOHN L. ETTER
MARK A. READING
VICTOR L. LILlich

ASSOCIATE:
JENNIFER CHARNIXON

August 7, 2009

Mr. Kenneth B. Unterbrink, Lima Township Supervisor
& Board Members
11452 Jackson Road
P.O. Box 59
Chelsea, Michigan 48118

This document is subject to the attorney-client privilege, exempt from disclosure pursuant to MCL §15.243(1)(g) and may be considered in closed session under MCL §15.268(h).

Re: Termination of DAFA Fire Service Contract

Dear Mr. Unterbrink and Members of the Lima Township Board:

I was requested to review the Township's Inter-Local Agreement with DAFA to determine and advise the Board regarding the process for terminating the contract with DAFA. In this regard, Article XIII of the Township's agreement with DAFA states:

Article XIII Termination

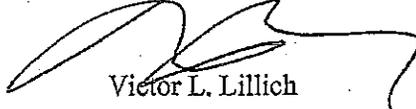
2. *Any party may withdraw from this Agreement by written notice of withdrawal served upon each other party hereto by certified mail, whereupon this Agreement shall, as to that withdrawing party, terminate not less than on (1) year from the date of said notice.*

Under this paragraph, Lima Township may terminate the contract with DAFA by sending written notice of withdrawal by certified mail to the Village of Dexter, Dexter Township, Webster Township and DAFA. There appears to be no consequence to such termination except that termination will not become effective until one (1) year after the notice date. Under this scenario the Township would be liable to pay for whatever services DAFA provided during the one year period commencing on the notice date.

Mr. Kenneth B. Unterbrink, Lima Township Supervisor
& Board Members
August 7, 2009
Page 2

Additionally, Article XIII paragraph 3 of the DAFA agreement provides that if Lima Township fails, refuses or neglects to make a quarterly payment under the terms of the contract within 45 days after such quarterly payment is due, DAFA is required to serve written notice of intent to terminate service. If the quarterly payment is not paid within 30 days of the notice of intent to terminate service, then DAFA will terminate all service to Lima Township. Under this second scenario it should be clear that DAFA would have a right under the contract to recover any amounts owed under the contract in a court of competent jurisdiction. Also, DAFA would have a right to withhold any and all future service to the Township. Of course, without a specific contract to provide fire service to Lima Township DAFA has no obligation to the Township for any service.

Very truly yours,



Victor L. Lillich

VLL/tlm
Enclosure

READING, ETTER & LILLICH

ATTORNEYS AT LAW

SUITE 575

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JOHN L. ETTER
MARK A. READING
VICTOR L. LILLICH

ASSOCIATE:
JENNIFER CHARNIZON

August 7, 2009

Mr. Kenneth B. Unterbrink, Lima Township Supervisor
& Board Members
11452 Jackson Road
P.O. Box 59
Chelsea, Michigan 48118

This document is subject to the attorney-client privilege, exempt from disclosure pursuant to MCL §15.243(1)(g) and may be considered in closed session under MCL §15.268(h).

Re: Obligation to CAFA to Fund Fire Services

Dear Mr. Unterbrink and Members of the Lima Township Board:

I was requested to review several incorporating documents of the Chelsea Area Fire Authority (CAFA) along with the Township's Inter-Local Agreement with the Dexter Area Fire Authority (DAFA) and related documents for the purpose of review and verification of an opinion letter dated July 23, 2009 from Foster, Swift, Collins and Smith, P.C., to the Chair of CAFA. The essence of that opinion letter is that CAFA has no existing obligation to fund emergency fire services provided by DAFA to Lima Township under the Township's existing Inter-Local Agreement with DAFA to provide such services.

By way of background and to state the relevant facts and circumstances as I understand them for this review, CAFA was established into an emergency services authority under P.A. 57 of 1988 in June of 1999 by adoption of Articles of Incorporation by incorporating municipalities which included the Village (now City) of Chelsea, and the Townships of Lima, Lyndon, Sylvan, and Waterloo. At the same time as CAFA was created, all of the CAFA incorporating municipalities plus the Township of Dexter entered into a separate inter-local agreement titled Pre-Incorporation and Fire Administrative Board Agreement. This second inter-local agreement was entered into pursuant to authority granted under the Urban Cooperation Act, P.A. 7 of 1967, and Fire Protection for Townships Act, P.A. 33 of 1951. Prior to creating the new CAFA Emergency Services Authority ("Authority" herein), CAFA provided fire services to the Village of Chelsea and to certain defined portions of each of the incorporating municipalities and Dexter Township pursuant to prior inter-local agreements dating back many years. A review of the simultaneously approved 1999 CAFA Articles of Incorporation and the Pre-Incorporation and Fire Board Agreement clearly show that it was the intent and purpose of all parties creating the CAFA emergency services corporation that CAFA would continue to provide emergency fire services within a clearly defined "service area". It was further the intent and purpose of the Incorporating Municipalities that territories within the Incorporating Municipalities but not within the defined service area of CAFA would continue to be serviced by other fire authorities pursuant to contract with such other fire authorities.

Mr. Kenneth B. Unterbrink, Lima Township Supervisor
& Board Members
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Specific to Lima Township, the Pre-Incorporation and Fire Administrative Board Agreement provides:

3.4 Incorporating Municipalities agree:

* * *

n. In order to maintain Lima Township's representation on the Dexter Area Fire Department, the Authority authorizes Lima Township as the contracting agency with the Dexter Area Fire Department for the provision of emergency services outside the Authority service area and with the Dexter Area Fire Department for the provision of emergency services outside the authority service area and within Lima Township.

Recognizing that the above statement is clearly an agreement between the Incorporating Municipalities and not a specific agreement of the Authority with Lima Township, the Incorporating Municipalities included this agreement and all of the provisions in the Pre-Incorporation Agreement as charter provisions of the Authority by including Article XII in the Articles of Incorporation which states:

"The Authority recognizes and will abide by the Pre-Incorporation and Fire Administration Board Agreement."

The Articles of Incorporation also provide in Article XV for the establishment of a specific service area to be serviced by the Authority and how funding would be provided for fire services to areas within the defined service area and for those areas outside the service area but within the territories of the Incorporating Municipalities. Thus Article XV beginning on page 15 of the Articles of Incorporation provides:

Each INCORPORATING MUNICIPALITY shall establish a geographic area within its boundaries which shall be the service area of the AUTHORITY within that INCORPORATING MUNICIPALITY. The service area may include those portions of other municipalities determined by contract between the AUTHORITY and those municipalities. The AUTHORITY shall provide emergency services to the persons and properties located within the service area.

Notwithstanding the above, the initial service area shall not be reduced or of less geographic area than that of the Village of Chelsea and the area served by the Chelsea Fire Department under current 1997 contracts between the Village of Chelsea and the other INCORPORATING MUNICIPALITIES without the unanimous consent of all INCORPORATING MUNICIPALITIES

At such time as a millage proposal would be approved for the Authority, Article XV of the Articles of Incorporation beginning on page 20 provides for a distribution of the millage funds as follows:

Mr. Kenneth B. Unterbrink, Lima Township Supervisor
& Board Members
August 7, 2009
Page 3

In those INCORPORATING MUNICIPALITIES whose territory is not entirely included within the service area after the applicable assessment roll is certified for collection, the assessor of that INCORPORATING MUNICIPALITY shall annually separate upon its assessment roll, those properties lying within the geographic service area and those lying without. The assessor shall then determine the total valuations of those properties within and those properties outside of the service area, and advise the AUTHORITY of the respective valuations. The AUTHORITY shall then apportion the collected tax revenues from that INCORPORATING MUNICIPALITY annually into two (2) accounts:

A. One account determined by the ratio between the valuations of property within the service area to the total valuations of the INCORPORATING MUNICIPALITY, and,

B. One account determined by the ratio between the valuations of the MUNICIPALITY's property outside of the service area to the total valuations of the INCORPORATING MUNICIPALITY

The account determined under paragraph A, above, shall be used by the AUTHORITY for emergency services within the total service area pursuant to its budget.

The account determined under paragraph B, above, shall be used by the AUTHORITY for emergency services in the INCORPORATING MUNICIPALITY's territory, outside of the service area, under an Inter-Local Agreement with that INCORPORATING MUNICIPALITY, other municipalities, agencies or providers of emergency services . . . The AUTHORITY shall not be required to incur any liability beyond the amount determined under paragraph B, and the INCORPORATING MUNICIPALITY shall remain primarily responsible for the furnishing of services outside the service area, and ultimately liable for any excess expense over the amount determined. Fiscal year surpluses shall be maintained in an escrow account solely for the provision of emergency services . . . that are not within the AUTHORITY's service area within the INCORPORATING MUNICIPALITY. During any fiscal year, when the funds determined under paragraph B have been depleted, any funds in escrow from prior year surpluses shall be utilized to cover expenses. After any escrow account funds have been depleted, excess expense shall be billed to the INCORPORATING MUNICIPALITY in regular intervals until the beginning of the next fiscal year.

Turning attention now to the July 23, 2009 attorney correspondence to CAFA, this letter was apparently prompted by the recently passed CAFA fire millage which was approved by the Lima Township electorate. I have not reviewed the millage proposal or how such proposal was advertised and promoted. I presume without knowing that it was likely promoted and advertised based upon the understanding of a funding model for fire services as was expressly provided for in the CAFA Articles of Incorporation. If my presumption is correct regarding the promoted funding and service model for passage of the Millage, a change in that model which appears contrary to the Authority's charter could potentially

Mr. Kenneth B. Unterbrink, Lima Township Supervisor

& Board Members

August 7, 2009

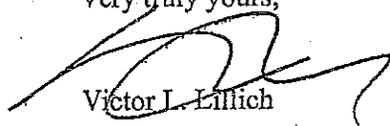
Page 4

lead to questions regarding validity of the millage.

However, I do not disagree that there appears to be a gap in the process for CAFA to implement the service and funding plan established in the Articles of Incorporation. Specifically, as cited above, "[t]he account determined under paragraph B, above, shall be used by the Authority for emergency services in the Incorporating Municipalities territory, outside of the service area, under an Inter-Local Agreement with that Incorporating Municipality . . ." Accordingly, I do not disagree with the letter to CAFA stating that "CAFA has no existing obligation to fund DAFA." While this may be true to the extent that there is no existing Inter-Local Agreement between Lima Township and CAFA to fund DAFA's fire service within the Township outside of CAFA's service area, I believe CAFA has a clear obligation under its charter provisions to establish such funding unless and/or until the charter provisions of the Authority are revised.

Additionally, I do not disagree with the attorney correspondence to CAFA which concludes that, consistent with MCL 124.602(3) and Article II of the Articles of Incorporation, the Authority's jurisdiction "*shall be comprised of the total territory within the Incorporating Municipalities.*" However, a review of the existing inter-local agreements, the Articles of Incorporation for CAFA, and P.A. 57 of 1988, compels a conclusion that CAFA was established by the Incorporating Municipalities with a clear intent and purpose to limit its service area, and I do not believe as suggested by the attorney correspondence that such a limitation of the service area is contrary to P.A. 57 and therefore invalid. Section 5 of the Act, MCL 124.605 states in part that the articles of incorporation shall state "*the purpose or purposes for which the authority is created; [and] the powers, duties and limitation of the authority . . .*" I believe this provision allows the Incorporating Municipalities to limit the service area of the Authority and impose an obligation to enter into contracts with its constituent members and/or other fire service providers to provide fire protection services outside the service area which will adequately protect health and safety. Its original service area was limited presumably due to a belief by the Incorporating Municipalities that the Authority lacked capacity to service all territories within the far reaching territories of the incorporators. Accordingly, in my opinion it is incumbent upon CAFA to enter into the necessary inter-local agreements with Lima Township and/or DAFA to provide fire service in Lima Township outside of CAFA's defined service area until such time as CAFA's service area is expanded to adequately service all of Lima Township consistent with the fire service level currently provided to the Township by both CAFA and DAFA.

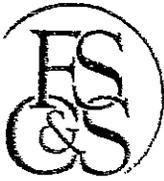
Very truly yours,



Victor J. Lillich

VLL/tlm
Enclosure

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SMITH, P.C.**
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Richard B. Foster
1908-1995
Theodore W. Swift
1928-2000
John L. Collins
1926-2001

Webb A. Smith
Allen J. Claypool
Gary J. McRey
Stephen L. Jurnu
Scott A. Stoney
Charles A. Jensen
Charles E. Barbieri
James B. Jensen, Jr.
Scott L. Mandel

Michael D. Sanders
Sherry A. Stein
Brent A. Titus
Robert E. McFarland
Stephen J. Lawney
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Alan G. Gilchrist
Thomas R. Meagher
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Lywood P. VandenBach
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James B. Doezema
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Anne M. Seuyneck
Richard L. Hillman
Steven L. Owen
Jennifer Kildea Dewane
John P. Nicolucci
Francis C. Flood
Michael D. Houlier
Keith A. Castora
Randall L. Harbour

David M. Lick
Deborah J. Williamson
Rebecca S. Davies
Scott H. Hogan
Richard C. Kraus
Benjamin J. Price
Ronald D. Richards, Jr.
Frank T. Mannar
Michael R. Blum
Norman E. Richards
Jonathan J. David
Nicholas B. Missad
Frank H. Reynolds
Kirsten M. McNelly
Joseph E. Kowaly
Pamela C. Doueman
Andrew C. Vrodenburg
John M. Kamitar

Glen A. Schmiege
Michael G. Harrison
Frederick B. Bellamy
Gilbert M. Frimet
Mark J. Colon
Peter R. Tolley
Craig R. Peterson
Steven A. Haney, Sr.
George L. McCargan, III
Dana M. Bennett
Todd W. Hoppe
Eleanore M. Schroeder
John W. Inhulsen
Amanda Garets-Williams
Zachary W. Behler
Derek A. Waherr
Alexander A. Ayar
Johanna M. Novak

Joshua K. Richardson
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Joel C. Farrar
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Stephanie L. Hicks
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Cf Counsel
Lawrence B. Lindner
David VanderHaagen
Allan O. Maki

Writer's Direct Phone: 616.726.2240

Fax: 517.367.7196

Reply To: Grand Rapids

July 23, 2009

ATTORNEY-CLIENT PRIVILEGE

Ms. LuAnn Koch
Chairperson
Chelsea Area Fire Authority
Chelsea, MI 48118

Dear Ms. Koch:

Re: Dexter Area Fire Department/Lima Township

You have requested our opinion regarding whether the Chelsea Area Fire Authority ("CAFA") has any current obligation to fund Lima Township's obligations to the Dexter Area Fire Authority. We have reviewed the Dexter Area Fire Authority ("DAFA") Interlocal Agreement, the DAFA By-laws, CAFA's Articles of Incorporation ("CAFA Articles") and CAFA's Pre-Incorporation Agreement. Based on the plain language of these documents, CAFA has no existing obligation to fund DAFA.

A. Facts.

CAFA was formed in June 1999 by the Village (now City) of Chelsea, Sylvan Township, Lima Township and Lyndon Township pursuant to the authority granted by the Emergency Services to Municipalities Act, 1988 PA 57 ("Act 57"). Pursuant to the CAFA Articles, CAFA's jurisdiction "shall be comprised of the total territory within the INCORPORATING MUNICIPALITIES." This provision is consistent with Act 57 that requires any emergency services authority to be comprised of the total territory within the incorporating municipalities. MCL 124.602(3). Thus, Lima Township is entirely within the jurisdiction of CAFA.

However, at the time CAFA was formed, Lima Township was also a party to the Interlocal Agreement involving DAFA. Thus, the issue raised was whether CAFA has any obligation to assume Lima's obligations or otherwise financially support DAFA.



B. Discussion.

The CAFA Articles specifically provide that CAFA shall abide by the Pre-Incorporation and Fire Administrative Board Agreement within the Articles (Article XII, p. 14)¹. Pursuant to Section 3.1.e of the Pre-Incorporation Agreement, CAFA shall have exclusive authority to

adopt budgets, authorize the expenditures of funds, control finances, levy millage, execute contracts, establish service areas, adopt rules and regulations governing the provision of emergency services, and in general do all things necessary and proper to the performance of its duties. (Emphasis added).

Thus, CAFA is given the authority to establish the service area and determine how the CAFA funds are spent. We understand that CAFA's service area will contain the entire jurisdiction of Lima Township.

However, the Articles create some confusion by providing that each Incorporating Municipality shall establish a geographic area within its boundaries which shall be served by CAFA. Article XV, p. 15. Further, the Articles create two separate accounts "collected tax revenue" funds that are (1) attributed to properties within the "service area" (Account A) and (2) attributed to properties outside the service area (Account B). Article XV, p. 20. Account A may be used by CAFA for emergency services within the "service area." Account B "shall be used by the AUTHORITY for emergency services in the INCORPORATING MUNICIPALITY'S territory, outside of the service area, under an Inter-local Agreement with that INCORPORATING MUNICIPALITY, other municipalities, agencies or providers of emergency services..." Given that (1) the Pre-Incorporation Agreement provides that CAFA has the "exclusive authority" to determine the service area, (2) the millage to fund CAFA was just passed throughout all of CAFA's jurisdiction, including all of Lima Township, and (3) by law, CAFA's jurisdiction includes all of Lima Township, the most reasonable interpretation is that CAFA has the ultimate authority to determine the service area of CAFA and how to fund service to all parts of its jurisdiction.

Regardless of our concerns with the legality of the above provisions and the confusion regarding the "service area," the CAFA Articles provide that Account B funds are used "by the AUTHORITY...under an Inter-Local Agreement." Put another way, only CAFA can determine by contract how the funds are spent. This is consistent with both Act 57 and the Pre-Incorporation provision cited above. Section 8 of Act 57 provides that the



¹ Noticeably absent was any specific requirement for CAFA to assume Lima Township's obligation under the DAFA Agreement.

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"authority may enter into a contract with any incorporating municipality for the provision of emergency services in the incorporating municipality for a period not to exceed 30 years." MCL 124.608. Currently, there is no such contract between CAFA and Lima Township or CAFA and DAFA. Thus, we do not believe this provision in the Articles provides any basis to obligate CAFA to pay Lima Township's current share under the DAFA Inter-Local Agreement, which was not signed or assumed by CAFA. *

In addition to the above provisions, Section 3.4.n. of the CAFA Pre-Incorporation Agreement provides as follows:

In order to maintain Lima Township's representation on the Dexter Area Fire Department, the AUTHORITY authorizes Lima Township as the contracting agency with the Dexter Area Fire Department for the provision of emergency services outside the AUTHORITY service area and within Lima Township.

This provision does not provide any detail on the specific nature of the "contracting agency" arrangement or any specific funding authority contemplated by the parties. If this provision were to be interpreted as CAFA delegating its authority to Lima Township to contract for emergency service in Lima Township, such provision would likely be subject to challenge. Act 57 specifically grants CAFA the authority to enter into contracts for emergency services. MCL 124.608. Delegation of that authority to one of its Incorporating Municipalities may be challenged as an unlawful delegation of authority in violation of Michigan law. *Morrison v City of East Lansing*, 255 Mich App 505, 522-523; 660 NW2d 395 (2003). Put another way, CAFA may not lawfully delegate to Lima Township the authority granted by statute to contract for emergency services using CAFA funds. Moreover, the Pre-Incorporation Agreement provides that CAFA determines the "service area." Since we understand the "service area" includes all of Lima Township, there is no longer any area that is within Lima Township but outside the AUTHORITY service area. *

C. Conclusion.

The voters within the CAFA jurisdiction, which includes all of Lima Township, approved a millage to support CAFA. CAFA now intends to serve all of Lima Township using that millage revenue and an existing mutual aid agreement involving Washtenaw County. Based on the above, CAFA has no obligation to contribute any CAFA funds to Lima or to DAFA in support of the DAFA Interlocal Agreement. CAFA would only be obligated if CAFA executed an agreement providing for such service by DAFA for Lima Township.

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If you have any further questions or concerns, please contact us.

Sincerely,

FOSTER, SWIFT, COLLINS & SMITH, P.C.



Anne M. Seurynek

Anne M. Seurynek

cc: Ronald Richards
AMS:cmk
710396_1.DOC



MINUTES
CHELSEA AREA FIRE AUTHORITY
REGULAR BOARD MEETING
July 14, 2009, 8:00 AM
SYLVAN TOWNSHIP HALL

The meeting was called to order at 8:00AM by Chair Koch.

Members present: LuAnn Koch, Greg Williams, John Edwards, Rod Anderson, and John Francis

Members absent: none

Also present: Chief Payeur, Pat Kelly (Dexter Twp.), Arlene Bareis (Lima Twp.) Roger Simpson (HVA)

A Quorum was present.

Public Participation: none

Motion by Anderson seconded by Williams to approve the agenda amended with the addition of "Letter from Foster, Swift, Collins and Smith" added to New Business. Carried.

Motion by Edwards, seconded by Anderson to approve the regular meeting minutes of 06-09-09 and the special meeting minutes of 06-24-09 Carried.

Motion by Anderson, seconded by Edwards to approve the invoices paid. Carried

Motion by Edwards, seconded by Anderson to accept the Treasurer's report as presented. Carried.

New Business:

- A. Letter from Foster, Swift, Collins & Smith, P.C. addressed the issues surrounding CAFA changing to a millage supported Authority. The discussion included the difference in collection times (Chelsea levy is July 1st, Townships levy is December 1st, and the fiscal year for CAFA is March 1st to February 28th. In addition the possible effect on the CAFA budget was discussed with regard to the different millage collection times. Pat Hanniford was present and gave an opinion on the effect of changing the CAFA fiscal year to start January 1st and end December 31st of each year. Hanniford recommended we change our fiscal year and he further explained how CAFA could go about changing to a new fiscal year. Hanniford explained about notification to and receiving permission from the State to make a fiscal year change. Motion by Williams, seconded by Anderson to change the CAFA fiscal year to start January 1st and end December 31st. And directed the Chief to report to the board at the next meeting to demonstrate how we can save \$31,000 in the current year. Carried.
- B. Lima Township Coverage: Chief Payeur presented a plan and drawings outlining fire service coverage of Lima Township. Motion by Koch, seconded by Francis to implement the Lima Township fire service plan as presented effective December 1, 2009. Carried

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Old Business: None

Chiefs Report

Chief Payeur presented his monthly report to the Board.

Incident Statistics:

The incident statistics for June were presented to the board...

Next Meeting Date/Place and Information/Announcements

Next regular meeting is at Sylvan Township Hall on August 11, 2009 at 8AM.

Adjournment

Motion by Williams, seconded by Anderson to adjourn. Carried

Adjourned at 9:46AM.

John Francis
Secretary/Treasurer

AGENDA 8-24-09

ITEM L-5

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

cnicholls@villageofdexter.org

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: August 19, 2009
Re: Town Hall Meeting Topic Selection

The printing of the informational postcard for the Town Hall meeting will need to be completed prior to our next Council meeting on September 14. Typically we advertise a topic on these cards. As of the printing of the packet, we have not received any topic requests from the residents.

